

On the basis of Article 32 paragraph 18 item 10, and in relation to with Article 108a of the Statute of the University of Montenegro (Bulletin of the UoM Nos. 337/15 and 447/18), the Senate of the University of Montenegro, at the session held on 21 March 2019, adopts the:

## **RULES ON INTERNATIONAL MOBILITY OF STAFF OF THE UNIVERSITY OF MONTENEGRO**

### **General provisions**

#### **Article 1**

These rules most closely regulate: the basic principles for implementing international mobility programmes (hereinafter: mobility) of outgoing and incoming teaching staff (academic staff and professional assistants), scientific staff (persons in scientific and research positions), non-academic staff, other staff engaged in teaching and research, and non-teaching staff (hereinafter: staff) at the University of Montenegro (hereinafter: the University), which are conducted and administered by the University's Centre for International Cooperation and Career Development, the type and duration of the mobility, the application process, the basic documents, the rights and obligations of the staff, as well as other issues related to implementing mobility programmes.

### **Professional and administrative assistance for mobility**

#### **Article 2**

Mobility programmes at the University level are programmes implemented and administered by the University's Centre for International Cooperation and Career Development, in cooperation with the vice dean for international cooperation, or the employee responsible for mobility at the organisational unit of the University, unless otherwise regulated by other rules.

### **Definitions of terms**

#### **Article 3**

The particular terms used in these rules have the following meanings:

- An *international mobility programme* is a programme within which the international mobility of staff is exercised, with the aim of conducting teaching, professional improvement, or research;
- An *international mobility* is a stay abroad by an individual staff member, with the aim of conducting activities specified in the international mobility programme;
- The *parent institution* is the higher education institution, organisational unit of the University, or the University, at which the staff member, who is participating in the international staff mobility programme, is employed;
- The *host institution* is the higher education institution, other institution, or legal entity, at which the mobility is implemented;
- A *partner institution* is a higher education institution with which the University, or some of its organisational units, has a signed international cooperation

agreement, as well as a contractual obligation for undertaking joint projects related to issues of mobility;

- *Institutional agreements* are contracts, projects, and international cooperation programmes concluded by, or participated in, by the University or organisational unit, as one party, and a partner organisation, as the other party;
- A *contract on (co)financing a mobility stay* is a (co)financing contract that the individual staff member concludes with the institute (co)financing him/her, in which the (co)financing conditions and the individual staff member's rights and obligations, and the institution (co)financing him/her are determined, unless otherwise regulated by the institutional agreement;
- *Outgoing teaching, scientific, non-academic and non-teaching staff* employed on a work contract at the University, or organisational unit thereof, are as follows: teaching staff (academic staff and professional assistants), scientific staff (persons with scientific and research titles), non-academic staff, and other staff engaged in teaching and research, and non-teaching staff;
- *Incoming teaching, scientific, non-academic, and non-teaching staff* are staff employed in a foreign partner institution who are exercising mobility at the University as the host institution;
- A *contract, or decision, on conducting teaching* is a contract, or decision, agreeing a programme, or approving the right to conduct teaching, at the host institution during the period of mobility; the contract, or decision, on conducting teaching may be concluded, or adopted, on the basis of the institutional agreement or independent of it;
- A *contract, or decision, on professional improvement* is a contract, or decision, agreeing the programme, or approving the right to professional improvement, during the period of mobility at the host institution for an individual staff member; the contract, or decision, on professional improvement may be concluded, or adopted, on the basis of the institutional agreement or independent of it;
- A *contract, or decision, on research* is a contract, or decision, agreeing the programme, or approving the right to research, for an individual academic and scientific staff member during the period of mobility at the host institution; the contract, or decision, on research may be concluded, or adopted, on the basis of the institutional agreement or independent of it;
- An *information package* is a collection of information which provides interested staff with data about the University, or university units, study programmes, and the conditions for the conducting of teaching, research, or professional training, about living conditions (accommodation, food, insurance and medical protection) and the accompanying activities;
- *The Commission for Selecting Staff in Mobility Programmes* is a body which is appointed by the University rector and which adopts decisions in individual cases of selection on the basis of a mobility competition.

## **Ethical code and legal regulations**

### **Article 4**

The outgoing and incoming staff included in the mobility programme are obliged to abide by the Statute of the University (hereinafter: Statute), the Ethical Code of the University (hereinafter: Ethical code), and other general acts of the University.

If an individual who is included in a mobility programme does not abide by the general acts from paragraph 1 of this article, or operates in contravention of it, a procedure is

conducted and measures are imposed in accordance with the Statute and Ethical Code.

If the mobility is carried out in the framework of a study programme which is implemented at the University, the procedure is conducted and measures are imposed in accordance with the Statute and Ethical Code.

## **Institutional agreement**

### **Article 5**

The mutual rights and obligations of higher education institutions are regulated in an institutional agreement (hereinafter: agreement) in relation to guaranteeing the conditions for mobility and the stay of the outgoing and incoming staff, as well as the expenses and the way that accommodation and food, health insurance and any other expenses, which staff may incur during their stay, are regulated.

## **II MOBILITY OF UNIVERSITY OF MONTENEGRO STAFF**

### **Mobility of outgoing staff**

#### **Article 6**

Mobility of outgoing staff relates to a stay by staff of the parent institution in the host institution, after which the employee returns to the parent institution.

Outgoing staff in the mobility are employed on the basis of a work contract with full-time working hours at the University, or its organisational units.

Outgoing staff, scientific and teaching staff, may participate in mobility programmes with the aim of conducting teaching, cooperation in teaching and research, and professional improvement at the host institution.

Non-academic staff, professional research staff, other staff engaged in teaching, and research and non-teaching staff may participate in mobility programmes with the aim of professional improvement at the host institution.

The form and duration of the staff mobility is determined by: these rules; the mobility programme and agreement; the contract, or decision, on conducting teaching; the contract, or decision, on research; the contract, or decision, on professional improvement; and the competition within which the mobility is carried out.

### **Commission for the Selection of Staff in Mobility Programmes**

#### **Article 7**

The Commission for the Selection of Staff in Mobility Programmes (hereinafter: Commission) is a body appointed by the University rector.

The chair of the Commission is, by function, the vice rector for international cooperation. The Commission draws up the criteria for selecting candidates in mobility programmes.

The criteria for selecting candidates is confirmed by the University rector by means of a decision.

The Commission adopts a decision in individual cases of competitions for mobility programmes, which are implemented and administered by the University's Centre for International Cooperation and Career Development, in accordance with the agreement.

## **Registration and selection of outgoing staff**

### **Article 8**

The conditions and deadlines for participation in the mobility are specified in the agreement.

The conditions and deadlines for applying, for each of the different mobility programmes, are published on the website of the University and of the University's Centre for International Cooperation and Career Development.

The selection of candidates is carried out by the Commission from Article 7 of these rules.

Outgoing staff may participate multiple times in various mobility programmes, in accordance with the rules of the agreement.

The right to absence on the basis of the mobility is exercised in accordance with the Collective Agreement with the University of Montenegro.

## **Staff mobility documents**

### **Article 9**

The basic documents defining the mobility programme are:

- The contract, or decision, on conducting teaching;
- The contract, or decision, on research;
- The contract, or decision, on professional improvement;
- The contract on mobility (co)financing;
- The confirmation of the length of stay in the host institution.

## **Contract, or decision, on conducting teaching**

### **Article 10**

After the individual is selected for the mobility programme with the aim of conducting teaching, a contract on conducting teaching is concluded, or the decision on holding classes is adopted.

The contract from paragraph 1 of this article is concluded between the individual, the parent institution, and the host institution, unless otherwise specified by the agreement.

The right to conduct teaching at the host institution during the period of the mobility is agreed, or approved, by the contract, or decision, from paragraph 1 of this article.

The name of the host organisation in which the teaching is conducted, the period of duration of the mobility, and the teaching activities, which the individual participating in the mobility will carry out at the host institution, are specified in the contract, or decision, on conducting teaching.

### **Contract, or decision, on professional improvement**

#### **Article 11**

After the individual is selected for the mobility programme with the aim of professional improvement, a contract is concluded, or a decision is adopted, on professional improvement.

The contract from paragraph 1 of this article is concluded between the individual, the parent institution, and the host institution, unless otherwise specified by the agreement.

The programme is agreed, or the right to professional improvement is approved, during the mobility period at the host institution by the contract, or decision, from paragraph 1 of this article.

The name of the host organisation in which the professional improvement is carried out, the period of duration of the professional improvement, the planned programme of work, and foreseen knowledge and skills, which the individual participating in the mobility should acquire during the professional improvement, are specified in the contract, or decision, on professional improvement.

### **Contract, or decision, on research**

#### **Article 12**

After the individual is selected for a mobility programme with the aim of research, a contract, or decision, on research is concluded, or adopted.

The contract from paragraph 1 of this article is concluded between the individual, the parent institution, and the host institution, unless otherwise specified in the agreement.

The programme is agreed, or the right to research is approved, during the mobility period at the host institution by the contract, or decision, from paragraph 1 of this article.

The name of the host organisation at which the research is carried out, the period of duration of the research, and the planned programme of research work, which the individual participating in the mobility will carry out, are specified in the agreement, or decision, on research.

### **Signing the contract and adopting the decision**

#### **Article 13**

The contract on conducting teaching, the contract on professional improvement, and the contract on research are signed by: the individual participating in the mobility; the person responsible to the host institution; and the rector (with employees at the

Rectorate), or the dean or director of the organisational unit (with employees at organisational units).

The contract on conducting teaching, the contract on professional improvement, and the contract on research may be changed only with the agreement of all signatories, and any amendments and additions must be made in written form.

The decision on conducting teaching, the decision on professional improvement, and the decision on research are adopted by the person responsible towards the host institution.

## **Mobility financing**

### **Article 14**

An individual mobility is financed in accordance with the mobility programme and agreement.

*A contract on (co)financing a mobility stay* is a contract concluded by the individual staff member regarding (co)financing with the institution which is (co)financing him/her, and determines the conditions of (co)financing, and the rights and obligations of the individual staff member and of the institution which is (co)financing him/her.

Outgoing staff who are participating in a mobility programme but who have not fulfilled their obligations determined by the mobility programme, the agreement on (co)financing their mobility stay, or the provisions of these rules, are obliged to return the funds paid to them in accordance with the mobility programme.

## **Rights of outgoing staff**

### **Article 15**

During the period of mobility, outgoing staff keep their status which they had at the University before going on the mobility.

## **Obligations of outgoing staff**

### **Article 16**

After returning to the parent institution, the individual participating in the mobility submits a report on the exercised mobility, in accordance with the provisions of the mobility programme or agreement.

Outgoing staff are registered using the registration form for outgoing staff, Form No. 1, in which all documents of significance for the period of mobility are archived in written form.

### **III MOBILITY OF INCOMING STAFF**

#### **Incoming staff in the framework of the mobility agreement**

##### **Article 17**

Incoming teaching, scientific, non-academic and non-teaching staff (hereinafter: incoming staff) are persons employed in a foreign partner institution, who are exercising the mobility at the University, as the host organisation.

The aim of the stay of the incoming staff of the foreign university at the University may be: conducting teaching, professional improvement, or research.

#### **Exercising rights to incoming mobility**

##### **Article 18**

Incoming staff apply to the University's Centre for International Cooperation and Career Development.

For a mobility which is implemented in the Rectorate, the applications of incoming staff are considered by the vice rector for international cooperation.

For a mobility which is implemented at an organisational unit of the University, the applications of incoming staff are assessed by the vice dean for international cooperation, or by the employee responsible for the mobility.

For a mobility which is implemented at the Rectorate, the decision on the selection of incoming staff is adopted by the rector, at the recommendation of the vice rector for international cooperation.

For a mobility which is implemented at an organisational unit, the decision on the selection of incoming staff is adopted by the dean or director of the organisational unit, at the recommendation of the vice dean for international cooperation, or the employee responsible for the mobility.

#### **Signing the contract**

##### **Article 19**

The contract on conducting teaching, the contract on professional improvement, and the contract on research are signed by the individual participating in the mobility, the person responsible towards the parent institution, and the rector (for a mobility which is implemented in an organisational unit), on the basis of the decision on selection.

#### **Rights of incoming staff**

##### **Article 20**

The University's Centre for International Cooperation and Career Development issues incoming staff with a confirmation on the stay exercised within the mobility programme.

Incoming staff are registered using the registration form for incoming staff, Form No. 2, in which all staff documents of significance for the period of mobility are archived in written form.

### **Obligations of incoming staff**

#### **Article 21**

It is the obligation of incoming staff to carry out activities in accordance with the provisions of the mobility programme, agreement, and contract.

### **IV TRANSITIONAL AND FINAL PROVISIONS**

#### **Deadline for forming the Commission for Selection of Staff in Mobility Programmes**

##### **Article 22**

The Commission from Article 7 of these rules will be formed within a period of 30 days from the day these rules enter into force.

#### **Deadline for drawing up criteria for the selection of staff**

##### **Article 23**

The Commission from Article 7 of these rules will draw up the criteria, in accordance with Article 7 paragraph 3 of these rules, within a period of 60 days from the day that these rules enter into force.

#### **Started procedures**

##### **Article 24**

A staff mobility that was started up until the day these rules enter into force will be completed according to those rules that were in force up until the day when these rules entered into force.

#### **Entry into force**

##### **Article 25**

These rules enter into force on the eighth day after publication in the Bulletin of the University of Montenegro.

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Podgorica, 21 March 2019  
SENATE OF THE UNIVERSITY OF MONTENEGRO  
CHAIR  
Prof. Danilo Nikolić, PhD





