



**Institute of Information Science
Maribor, Slovenia**



**Academy of Sciences of Albania,
Tirana**

AGREEMENT

ON THE ESTABLISHMENT OF THE CENTRE FOR COORDINATION AND DISSEMINATION OF SCIENTIFIC INFORMATION AT THE ACADEMY OF SCIENCES OF ALBANIA (hereinafter: QKPISH)

Signatory parties

The signatory parties to this agreement are:

1. **Institute of Information Science** (hereinafter: IZUM), *Prešernova* 17, Maribor, Slovenija), represented by dr. Aleš Bošnjak, director;
2. **Academy of Sciences of Albania** (hereinafter: ASHSH), Square *Fan Noli* no. 7, Tirana, Albania), represented by Acad. Skënder Gjinushi, president.

Basic provisions

ASHSH as an important institution for the organization and direction of scientific activity in the country in cooperation with IZUM, based on trust and their mutual professional and institutional goals:

- *appreciating* the increased interest in research information on a national and international level to aid the scientific research;
- *evidencing and promoting the contribution of scientific activities of academics and scientific researchers;*
- *aiming to represent the values of scientific research and the interaction and cooperation of the uniform science and research network;*

conclude the following agreement (hereinafter: *agreement*).

With this *agreement*, the contracting parties shall regulate:

- duties and responsibilities between the parties;

- the relationship between ASHSH and scientific information centres in Albania;
- the relations between QKPISH and IZUM for managing the COBISS.AL system;
- the prices and method of payment of products and services;
- the protection of intellectual property and copyrights;
- confidential information;
- guarantees;
- agreement extension and conditions for agreement termination;
- dispute settlement;
- communication;
- validity of this agreement.

Definitions

1. **QKPISH** (*Centre for the Coordination and Dissemination of Scientific Information*) is a unit of ASHSH that coordinates the common online network of scientific information and research centres in Albania, through the COBISS.AL and ECRIS.AL platforms.

2. **IZUM** is a public institution established by the Government of the Republic of Slovenia as an information infrastructure service for science, culture and education. It is also a UNESCO regional center for library information systems and current research information systems.

3. **COBISS.net** is the name of the network that connects the autonomous (national) COBISS information systems in different countries and their current research information systems. This network includes information centers in Slovenia, Montenegro, North Macedonia, Bosnia and Herzegovina, Serbia, Bulgaria, Albania and Kosovo.

4. **COBISS.AL** is an autonomous library information system in Albania with its own shared COBIB.AL database through which the common network of scientific information is created.

5. **E-CRIS.AL** is the online database about Albanian researchers. This database preserves and fosters transparency, monitoring and evaluation of scientific research results.

6. **The COBISS software license/permit** is the right to use the COBISS software and user manuals. This means the right to *use the executable form of the COBISS application software code*, but not the right to use the source code of these applications.

7. **The COMARC format** is a standard internal record for the electronic exchange of data within the COBISS system. It consists of three modules: COMARC/B for bibliographic data, COMARC/A for authority data and COMARC/H for holdings data.

8. **Science information centers** (hereinafter: SIC) are centers that include libraries of Higher Education Institutions – IALs), public libraries, research institutes, dialogue centers, centers within museums, exhibition centers, etc.).

Article 1

Purpose

1. The expansion of further cooperation between ASHSH and IZUM through the creation of QKPISH at ASHSH.
2. Consolidation of the unique network for scientific research and the inclusion of scientific information centres in Albania through the platforms COBISS.AL and ECRIS.AL that are described at: <https://www.cobiss.net/al/platforma-cobiss.htm>;
3. Institutionalization of platforms and information systems for digitization, growth and enrichment with information for indexing and access to content related to the scientific production in Albania.

Article 2

Subject of the agreement

Referring to the goals, the parties cooperate in:

1. the establishment of the network of Albanian researchers within the country and abroad; the expansion of the E-CRIS.AL current research activity database in Albania, *as a database for scientific researchers, organizations and research projects*;
2. the promotion, transparency, monitoring and evaluation of scientific research results, as well as compilation of personal research bibliographies;
3. the expansion of SICs included in the COBISS.AL system and the COBISS.net network;
4. the implementation of international standards when preparing scientific information in the digitization process in these institutions;
5. the inclusion of online resources with full-text (free of charge) information to support scientific research and academic activity;
6. raising awareness of decision-makers of research-scientific institutions for inclusion in science and information networks.

Article 3
Tasks/Duties of QKPISH

1. QKPISH coordinates the organisation and administration of the COBISS.AL system.
2. QKPISH takes care of the inclusion, planning and harmonization of activities related to the linking of SICs (IAL libraries, scientific institutions) in the COBISS.AL system, creating a common network of scientific information.
3. QKPISH establishes the cooperation and interaction between these organisations with agreements.
4. QKPISH develops professional qualifications and tests the knowledge of experts who use the COBISS software, grants privileges for using the software, either directly or online.
5. QKPISH provides professional assistance to SICs and other users of the COBISS program and services; monitors the work of SICs and helps solving their problems according to the procedures and written instructions.
6. QKPISH provides and organizes research information in accordance with the requirements of researchers for the development of scientific research in Albania.
7. QKPISH affects the transformation of the needs of researchers when adapting to the tools and applications to fulfil its mission and promotes the integration of digital contents to websites and mobile devices as well as their adaptation to the users' needs.

Article 4
Relationship between ASHSH and SIC in Albania

1. QKPISH from the organisational point of view consists of the network of SICs.
2. ASHSH through QKPISH concludes contracts with SICs (IAL libraries, libraries of research institutes, etc.) as a part of the COBISS.AL system.
3. The conclusion of the contract *ensures the status of a member with full rights in the information network COBISS.AL.*
4. Full members may:
 - a) use the COBISS software;
 - b) actively participate in the COBISS.AL common network;
 - c) have access to training and user manuals;
 - d) use the services of QKPISH.
5. Full members must:
 - a) respect the rules of system operation;
 - b) pay an annual membership fee.

Article 5
Responsibilities of the parties

1. In this agreement, IZUM shall act as the owner and supplier of:
 - a) the know-how and experience for the organisation and management of a library information system on the COBISS platform;
 - b) the COBISS software for library automation, which is IZUM's original product;
 - c) intellectual services in accordance with this *agreement*.
2. QKPISH undertakes not to distribute in Albania products of other software suppliers that actually *support the same functions as the COBISS software*, and to represent and protect the interests of IZUM vis-à-vis third parties.
3. IZUM and QKPISH agree that from the date of signing of this *agreement*, all previous oral and written arrangements relating to the subject matter of this agreement shall be terminated.
4. From the date of signing of this agreement, all the provisions of this agreement shall also apply to all libraries already participating in the COBISS.AL system.
5. QKPISH shall become acquainted with the rights and obligations arising from:
 - a) the Agreement on the establishment of the COBISS.net network and the free exchange of bibliographic records created in the autonomous library information systems of Bosnia and Herzegovina, Montenegro, North Macedonia, Slovenia and Serbia, signed on 27 February 2003 in Belgrade;
 - b) the Agreement on the inclusion of libraries in Bulgaria in the free exchange of bibliographic records in the COBISS.net network, signed on 28 November 2006 in Maribor.
6. QKPISH has the right to be the full signatory of all agreements at the level of the COBISS.net network for Albania.
7. QKPISH confirms the interest of SICs in Albania to exchange bibliographic records with libraries within the COBISS.net network under the terms of Article 9 of this agreement. The representatives of libraries and national information services of libraries from other countries also agree to this exchange.

Article 6
Relations between QKPISH and IZUM for the management of the COBISS.AL system L

IZUM will transfer to QKPISH the know-how and experience required for the organization and management of the COBISS.AL system, which is included in the *COBISS System Management* documentation.

Article 7

1. The rights and obligations of SICs in the COBISS.AL system are regulated through agreements on the full membership of individual SICs within the COBISS.AL system.

2. QKPISH shall conclude a standard *Agreement on full membership of a library in the COBISS.AL system* with the SICs or institutions within which the libraries operate.
3. The content of this standard agreement is defined in the *COBISS System Management* documentation. QKPISH undertakes to provide IZUM with one copy of each agreement after signing it and to seek IZUM's prior consent for each non-standard agreement.

Article 8

1. QKPISH will inform IZUM of all problems which, in their opinion, will be the consequence of errors in the current version of the COBISS program or in the accompanying documentation and will provide IZUM with all the details necessary to correct the error.
2. IZUM undertakes to provide technical assistance (by phone or e-mail) to QKPISH when performing their duties.
3. Technical assistance includes assistance to QKPISH when supporting SICs with all their tasks, questions and proposals, with the exception of tasks that are the subject of special requests in accordance with Article 17 of this agreement.
4. Technical assistance will be free of charge for up to 15 hours per month, and above the specified limit will be treated as a separate request.
5. QKPISH is responsible for technical assistance to members and users of the COBISS.AL system. Technical assistance includes:
 - help with implementing the COBISS software;
 - help with performing data conversions from other systems to the COBISS.AL system;
 - help and advice when using the COBISS software, etc.
6. When communicating with each other, the contracting parties shall take into account the *Instructions for communication between IZUM and NCC*.
7. All communication which may affect the terms of this agreement or relate to their performance shall be made or confirmed in writing. The contracting parties agree to communicate with each other in English, Slovenian or Albanian.

Article 9

Free exchange of bibliographic records in the COBISS network

1. QKPISH agrees with the following rules for the exchange of bibliographic records created in autonomous librarian information systems within COBISS.net:
 - a) all libraries within the COBISS.net network may, for the purposes of cataloguing library material, without restrictions and free of charge, download bibliographic records from the bibliographic databases of the other countries;

- b) this option and right does not apply to bibliographic records that are created by libraries by downloading records from other databases based on special commercial agreements.

Article 10

Transfer of the right to use COBISS software

1. IZUM grants QKPISH the licence (the right to use the COBISS software and user manuals) for the following applications:
 - COBISS/Cataloguing,
 - COBISS+,
 - COBISS/Acquisitions,
 - COBISS/Serials,
 - COBISS/Holdings,
 - COBISS/Loan,
 - COBISS/Interlibrary loan,
 - COBISS/Reports,
 - COBISS/Application administration,
 - COBISS/Researchers' bibliographies,
 - COBISS/CONOR,
 - mCOBISS,
 - dCOBISS,
 - Training portal,
 - COBISS Lib,
 - COBISS Cat.

2. The right to use the COBISS software is limited to the number of simultaneous users of the COBISS applications, which does not include the users of *COBISS+*, *mCOBISS* and *COBISS/Researchers' bibliographies*, and is defined on the basis of Article 12 of this agreement.

Article 11

1. IZUM authorizes QKPISH to transfer the licence from Article 10 of this agreement (*the right to use the COBISS software and user manuals*) to SIC full members of the COBISS.AL system.

2. The transfer of the right to use the COBISS software to full members of the COBISS.AL system shall be governed by a full membership agreement in the COBISS.AL library information system. The standard agreement with mandatory provisions is a part of the *COBISS System Management documentation*.

Article 12

1. The number of simultaneous users of COBISS applications is defined by the SIC's full membership agreements in the COBISS.AL library information system and does not include users of COBISS+, mCOBISS and COBISS/Researchers' Bibliographies.
2. The number of simultaneous users is the number of users of COBISS software who are active at the same time on computers (in the case of primary and secondary school libraries at least one user, and for other libraries at least 2 users).
3. The number of simultaneous users and the validity period of the licence shall be determined at the time of installation of the COBISS software and shall be monitored automatically. Changes in the number of simultaneous users shall be possible only upon written request by the SIC for an increase in the number of users. The validity period of the licence shall be renewed at the end of the year on the basis of the financial obligations settled for the previous period.

Article 13

Installation and implementation of COBISS software

1. IZUM undertakes to activate the licence and implement the COBISS/Cataloguing, COBISS Cat, COBISS+, COBISS/Holdings, COBISS/Reports, COBISS/Application Administration and COBISS Lib applications upon receipt of one copy of each SIC's Full Membership Agreement, the *Holdings Minutes*, and upon payment by QKPISH on behalf of the SIC of its obligation to pay the costs of the installation and implementation of the COBISS software, in accordance with Article 19 of this Agreement.
2. IZUM undertakes to activate the parameters for each local application upon receipt of the verified minutes for each local application by QKPISH.

Article 14

COBISS software maintenance

IZUM undertakes to maintain the COBISS software, which means:

- installation of new (current) versions of the COBISS software and the accompanying documentation;
- changes and updates with bug fixes, expansions and other changes which, in IZUM's assessment, constitute logical improvements of the software (at least once a year);
- installations of new (current) versions of the COBISS global parameter files (maximum twice a month);
- elimination of any possible errors in the COBISS application software code, global parameter files or documentation.

Article 15

1. If QKPISH requests the exclusion of a SIC from the COBISS.AL system, IZUM will exclude all data on that SIC from the COBISS.AL global parameter files.
2. A re-inclusion will be treated as a first inclusion for which QKPISH is obliged to pay IZUM on behalf of the SIC 75% of the financial obligations for the installation and implementation of the COBISS software in accordance with the first item of Article 19.

Article 16

If IZUM intends to discontinue the maintenance of any part of the COBISS software, it is obliged to notify QKPISH six months in advance. In this case, IZUM shall be obliged to provide an alternative solution for the functionalities of that part of the software.

Article 17

Services and requests upon special request

1. The following may be subject to special requests by QKPISH:
 - technical assistance that exceeds the technical assistance defined in Article 8 of this agreement;
 - development and implementation of specific functionalities of the COBISS software for the COBISS.AL system;
 - development and implementation of software for specific needs;
 - training of staff and COBISS software users (These qualifications will be developed by the specialists at the centre. QKPISH and the SIC with which these qualifications will be performed, will not have any associated costs).
2. A specific example may be structural changes (conversions) of databases, which will be arranged by mutual agreement between the contracting parties.

Article 18

QKPISH shall order special services from the preliminary article of this agreement in writing by e-mail or post. QKPISH shall also be obliged to send IZUM all the necessary documentation and data for the successful performance of the task.

Article 19

Prices and payment method for products and services

1. QKPISH on behalf of SIC shall be obliged to pay IZUM for the use of products and services on behalf of the SIC that applies for the first time as a member of the COBISS.AL system, unless otherwise agreed in the appendix of this agreement.

2. Libraries that are already members of the COBISS.AL system and use the COBISS software are excluded from installation costs.
3. For each installation and implementation of the software in each member of the COBISS.AL system, the payment is 700.00 EUR, while for the possible inclusion of primary and secondary school libraries, the payment is 300.00 EUR.
4. Activities upon special requests (database conversion, professional assistance) and technical assistance exceeding the defined monthly quota are subject to a separate individual agreement.
5. For each licence (the right to use and maintain the COBISS software and user manuals) the price is 20.00 EUR per month for each user, in accordance with article 12 of the agreement. For primary and secondary school libraries, the payment is 10.00 EUR per user.
6. Other services and products by special request are priced according to IZUM's current price list, about which QKPISH must be informed of in advance. The price does not include value added tax (VAT) or other duties, if any, payable by QKPISH.

Article 20

1. The software installation and implementation fee shall be paid prior to the installation of the COBISS software in accordance with Article 13 of this agreement.
2. The licence fee is payable by the 15th of the current month for the previous month.
3. The licence fee for each library shall be calculated from the beginning of the month following the activation of the licence by IZUM, in accordance with the first paragraph of Article 13 of this agreement.
4. If a library is excluded from the COBISS.AL system in accordance with Article 15 of this agreement, the billing shall be stopped at the end of the month in which the exclusion took place.
5. If QKPISH requests special services and products from IZUM by special request as described in Article 17 of this agreement, the possible travel expenses of IZUM employees for services outside IZUM's headquarters shall be invoiced monthly with the attached specification, and will be covered by QKPISH.

Article 21

The prices defined in this agreement are fixed and cannot be changed during the duration of this agreement.

Article 22

Payments are transferred to IZUM's account with Banka Slovenije, Slovenska 35, 1515 Ljubljana, Slovenija, SWIFT: BSLJSI2X, IZUM Maribor, Prešernova ulica 17, 2000 Maribor, IBAN: SI56 01100 6030346958.

Article 23
Infrastructure at QKPISH

1. IZUM will provide funding for equipping the lecture room of the ASHSH library with the appropriate technological infrastructure for performing the professional qualification process (11 PCs with monitors, a laser printer and a video projector).
2. QKPISH acknowledges and agrees that in order to perform the tasks of a library information service in the COBISS.AL system and to use the COBISS software it must have an internet connection of adequate capacity.

Article 24
Staff at QKPISH

1. The contracting parties agree that the tasks of QKPISH will be implemented and managed by specialized and licensed employees for the COBISS and E-CRIS platforms.

The professional staff will consist of three specialists. The financing of the monthly payment for the head of QKPISH and one specialist (working at the location of IZUM) are covered by IZUM. For the third QKPISH specialist, the financing of the monthly payment is covered by ASHSH.

2. The duties of the professional staff of QKPISH are as follows:

- entry of researchers into the ECRIS.AL database;
- negotiations regarding the expansion of the library network in the common COBISS.AL system;
- translation and proof-reading of manuals for using the COBISS system (software manuals) as well as translation/proof-reading of COBISS documents and interfaces;
- testing COBISS applications;
- preparation of lectures for training for working with the COBISS software and services, qualifications of library specialists for obtaining permits for using the COBISS software;
- quality editing of bibliographic records in the COBIB.AL database;
- creation of bibliographic records in the COBISS.AL system for the purposes of bibliographies of researchers' bibliographies;
- professional assistance (*help-desk*) to the users of the COBISS applications.

Article 25

Intellectual property and copyright protection

1. IZUM shall own the copyrights and related rights to the organisational solutions of the COBISS system, COBISS software, COMARC formats and documentation subject to the implementation and use in Albania under this agreement. All copies of COBISS software, system, user and other COBISS documentation shall bear the copyright ©IZUM.

2. QKPISH shall reproduce these marks and shall ensure that they are also reproduced on all copies of the software and accompanying documentation produced under this agreement. The marks shall also appear on user manuals, screenshots, labels, brochures, etc., where appropriate. QKPISH agrees that it is its obligation and a condition of any right granted by IZUM to use the COBISS software.
3. QKPISH and libraries in the COBISS.AL system have the right to use the ISSN database (ISSN Register) for the purposes of searching and retrieving bibliographic records in the COBISS.AL system. The ISSN data may not be copied and distributed to unauthorised third parties in a format that allows its re-use for professional purposes. The ISSN data may not be used for commercial purposes, in particular with regard to the prohibition of the sale, copying and distribution of ISSN data for payment in any form for the benefit of third parties.

If QKPISH establishes that there is a clear copyright infringement in relation to the COBISS software or its accompanying documentation, it shall immediately inform IZUM.

Article 26

By transferring the know-how and experience for the organisation and management of the COBISS.AL library information system and the right to use the COBISS software and its accompanying documentation under this agreement, IZUM does not transfer or limit any proprietary rights it may have in such equipment and documentation, and QKPISH acknowledges that it is aware of the foregoing.

Article 27

1. QKPISH is aware that "COBISS", "COMARC", "COBIB", "COLIB", "CONOR", "CORES", "E-CRIS", "SICRIS", "dCOBISS", "COBISS+", "mCOBISS", "COBISS3", "COBISS4", "COBISS Lib" and "COBISS Cat" are protected trademarks used by IZUM for the identification of its products and services as trademarks registered with the *Intellectual Property Office of the Republic of Slovenia in Ljubljana*.
2. With the agreement, IZUM grants QKPISH the right to use IZUM's protected trademarks for products and services exclusively in connection with the subject of this agreement. QKPISH agrees to incorporate the registered trademark symbol "R in a circle" (®) in the trademark "COBISS" in the first and most prominent reference to the trademark in any advertisement, brochure or other similar reference, in the form "COBISS®".
3. Upon expiry or termination of the rights under this agreement, QKPISH shall immediately discontinue the use of all of IZUM's trademarks for products and services.

Article 28

QKPISH agrees to consistently use the following designations for the library information system in Albania on the COBISS platform and all its components, which are protected by IZUM trademarks, for the following products and services: COBISS.AL, COBIB.AL, COLIB.AL, CONOR.AL, CORES.AL, COBISS.AL-ID.

Article 29

QKPISH undertakes to send any marketing documentation for the promotion of the COBISS.AL system to IZUM for prior approval.

Article 30

1. QKPISH shall have the unlimited right of access to the COBIB.AL shared database.
2. An individual record within the COBISS system is not considered an original work and is not subject to protection under the Copyright and Related Rights Act. The fact that a bibliographic record was created by a particular participant in the COBISS.AL online shared cataloguing system and in the COBISS.net network must be permanently recorded in the local databases and in the COBIB.AL shared database.
3. Each bibliographic record in the COBISS.AL system has a unique identification number with the designation COBISS.AL-ID. Each record shall also include the acronym of the member library of the system, the creator of the record and the most recent editor of the record (e.g. BASH::RUDINAH). In the event of transfer to other systems, the record shall retain the COBISS.AL-ID identification number and the creator and editor designations.
4. IZUM has no rights whatsoever to the records in the databases in the COBISS.AL system and undertakes to use any copies of these databases exclusively for testing software solutions.

Article 31

Confidential data

1. The contracting parties enter into this agreement on the understanding that they will disclose to each other the confidential information protected. Each party acknowledges the value and importance of protecting the other party's confidential information. Any protected information that is the sole property of one party and that is disclosed by that party to the other party shall remain the sole property of the disclosing party. The other party must protect the confidentiality of that information in the same way as it protects its own confidential information. Both parties agree to use the other party's protected information only for the purposes set out in this agreement.
2. Protected information may relate to, but is not limited to, trade secrets, processes, formulas, specifications, software, know-how and experience, methods, procedures and instructions for system operation, business and development plans and documentation.

Article 32

1. QKPISH agrees not to disclose the protected data to any unauthorised party, unless agreed with IZUM. The COBISS software and documentation or the protected data contained therein may be disclosed by QKPISH to their staff concerned by such data

to the extent strictly necessary for the management of the system, the use of the software and the maintenance of the operation of the COBISS.AL system.

2. QKPISH shall take all necessary precautions to ensure that their staff do not disclose or distribute such data in violation of the provisions of this agreement. All the QKPISH employees concerned shall be aware of the confidential nature of such data and shall protect it with at least the same level of confidentiality as IZUM.
3. QKPISH agrees to use the COBISS software and documentation, or the data protected therein only for the purposes set out in this agreement. All documents deemed to be confidential must be marked as such.
4. The provisions relating to confidential data shall remain valid after the expiry or termination of this agreement.

Article 33

Penalties for breach of confidentiality

All protected information exchanged between the contracting parties is considered *confidential information*. If one of the contracting parties discloses this information to a third party, the contracting party responsible for the breach of professional secrecy shall be liable to compensate the affected contracting party for all damages caused, in a minimum value of 20,000 EUR.

Article 34

Guarantees

1. IZUM guarantees that the installed COBISS software will be able to perform the functions described in the user manuals.
2. IZUM will endeavour to respond to notifications from QKPISH of errors in the COBISS software or documentation as set out in Article 8.
3. IZUM does not guarantee that the software will meet all of the user's requirements or that it will operate in any combination of functions selected by the user, nor does IZUM guarantee that the COBISS software will operate uninterrupted or error-free.

Article 35

IZUM shall not be liable for any direct, incidental or consequential damages that may arise from the use of the COBISS software by QKPISH or the participants in the system, including (but not limited to) loss of anticipated revenue, even when IZUM has been previously informed of the possibility of such damage.

Article 36

Neither contracting party may assign or transfer to a third party any of its rights and obligations under this agreement without the written consent of the other contracting party.

IZUM undertakes to protect QKPISH when using the licence under this agreement in the event of any interference caused by a third party.

Article 37

If any provision of this agreement is invalid or contrary to the law, the remainder of the agreement shall remain in force and the contracting parties undertake to replace the invalid provision with a valid provision within 3 months from the date on which one of the parties becomes aware of the invalid provision.

Article 38

Duration and termination of the agreement

1. The agreement is concluded for a period of three years from 01. 01. 2024 to 31. 12. 2026.
2. The contracting parties shall have the right to terminate this agreement early, if they consider that:
 - QKPISH is no longer interested in continuing the cooperation,
 - the other contracting party is not fulfilling the obligations or the provisions of this agreement.

The contracting party shall notify the other contracting party of its intention in writing, giving reasons, at least three months before the termination of this agreement.

3. If QKPISH breaches the provision on protection of IZUM's proprietary rights under this agreement, IZUM may terminate this agreement in its entirety upon 30 days' notice. Regardless of the preceding provisions of this Article, IZUM shall not have the right to terminate the agreement at the end of any current period if QKPISH has settled all its obligations during that period.

Article 39

Force majeure

1. In the event of force majeure, the contracting parties may be excused from performing some or all of their obligations under this agreement if they are affected by the force majeure.
2. The contracting party affected by the force majeure shall immediately and reliably inform the other contracting party in writing and provide it with credible evidence of the actual existence of the force majeure and of the consequences caused by it.
3. A contracting party failing to act in this manner shall not be entitled to refer to or excuse its failure to fulfil its obligations under the agreement with the existence of force majeure.
4. Force majeure shall be events and circumstances beyond the control of the contracting parties that are genuinely beyond their control to mitigate or eliminate their effect. These

are the following events and circumstances: war, social unrest and natural disasters (earthquakes, floods, epidemics).

5. The contracting party affected by force majeure shall be obliged to resume performance of its obligations under this agreement as soon as possible, and the other contracting party shall have the right to terminate this agreement if such a situation persists for more than 180 days.

Article 40

In the event of expiry or early termination of this agreement, QKPISH and the libraries within the COBISS.AL system shall lose the right to use the COBISS software and shall be obliged to uninstall the COBISS software and destroy all copies thereof, unless otherwise agreed in a separate agreement on the consequences of termination or expiry of this agreement.

Article 41

The termination or suspension of the rights granted under this agreement will not affect the provisions of this agreement that are perpetual in nature.

Article 42

Dispute resolution

The contracting parties agree to attempt to resolve any disputes that may arise in the course of the performance and interpretation of the provisions of this agreement by mutual agreement, failing which they agree that the dispute shall be decided by the Commercial Court in Maribor.

Article 43

Validity of the agreement

This agreement shall enter into force when signed by the authorised representatives of the contracting parties.

Article 44

This agreement shall be drawn up in four identical copies in English, two copies for each of the parties. All copies shall be considered originals and shall have the same legal effect.

For QKPISH

Acad. Skënder Gjinushi, President


Date 6/14/2023



For IZUM

Dr. Aleš Bošnjak, Director


Date 28.11.2023

