

Z A K O N
O POTVRĐIVANJU SPORAZUMA O RAZVOJNOJ SARADNJI
IZMEĐU VLADE REPUBLIKE SRBIJE I
VLADE SLOVAČKE REPUBLIKE

Član 1.

Potvrđuje se Sporazum o razvojnoj saradnji između Vlade Republike Srbije i Vlade Slovačke Republike sačinjen 3. decembra 2007. godine u Beogradu, u originalu na engleskom jeziku.

Član 2.

Tekst Sporazuma o razvojnoj saradnji između Vlade Republike Srbije i Vlade Slovačke Republike, u originalu na engleskom jeziku i u prevodu na srpski jezik glasi:

SPORAZUM
O RAZVOJNOJ SARADNJI IZMEĐU VLADE REPUBLIKE SRBIJE I
VLADE SLOVAČKE REPUBLIKE

Septembar 2007

PREAMBULA

Vlada Republike Srbije i Vlada Slovačke Republike (u daljem tekstu: ugovorne strane),

u duhu prijateljskih odnosa između dveju država,

sa željom da podržavaju međusobnu saradnju i razvoj,

shvatajući važnost i značaj razvojne pomoći,

sporazumele su se, radi ispunjavanja ovih ciljeva, o sledećem:

Definicija pojmova

Član 1.

Za potrebe ovog Sporazuma:

"Nacionalni program zvanične razvojne pomoći "	- označava zvaničnu pomoć Slovačke Republike koja se obezbeđuje za Korisnika imajući u vidu pomoć koju je odobrila Vlada Slovačke Republike;
"Novčana sredstva"	- označava finansijska sredstva dodeljena u okviru Nacionalnog programa zvanične razvojne pomoći, a koja se obezbeđuju za Korisnika;
"Davalac pomoći"	- označava Slovačku Republiku;
"Korisnik"	- označava Republiku Srbiju;
"Osoblje" (zaposleni, državni službenici)	- označava državljanina Slovačke Republike, a istovremeno zaposleni u instituciji Davaoca pomoći koji učestvuje u projektima Davaoca pomoći u zemlji Korisnika.

Predmet i obim Sporazuma

Član 2.

Ovaj sporazum predviđa opšte uslove razvojne saradnje između Republike Srbije i Slovačke Republike. Ovi uslovi primenjuju se prilikom pružanja zvanične razvojne pomoći Korisniku u okviru Nacionalnog programa zvanične razvojne pomoći Slovačke Republike. Korisnik će obezbediti efikasno korišćenje ove pomoći i preduzeće sve neophodne mere za sprečavanje zloupotrebe i uskraćivanja Novčanih sredstava obezbeđenih u okviru pomoći kao i kršenja odredaba na osnovu kojih su ova sredstva obezbeđena.

Ovlašćene institucije

Član 3.

(1) Ovlašćene institucije ugovornih strana u vezi sa sprovođenjem ovog sporazuma su:

U Slovačkoj Republici
Ministarstvo inostranih poslova
Hlboka cesta 2
833 36 Bratislava

U Republici Srbiji
Ministarstvo finansija
Kneza Miloša 20
11000 Beograd

- (2) Svaka komunikacija između ovih institucija vršiće se u okviru ovog sporazuma na engleskom jeziku.

Finansiranje

Član 4.

- (1) Obezbeđivanje sredstava u okviru Nacionalnog programa zvanične razvojne pomoći vršiće se u skladu sa nacionalnim zakonskim propisima Republike Slovačke. Iste procedure će se takođe primenjivati u računovodstvenim operacijama u vezi sa ovim Novčanim sredstvima.
- (2) Plaćanja koja se vrše u okviru ovog sporazuma vršiće se u zvaničnoj valuti Davaoca pomoći.
- (3) Novčana sredstva koja obezbeđuje Slovačka Republika ili čijem obezbeđivanju doprinosi, koristiće se isključivo u svrhe naknadno dogovorenih projekata/programa i u okviru tih projekata/programa osim u slučaju člana 7. stav 3. ovog sporazuma. Novčana sredstva će se odobravati samo u skladu s odredbama memoranduma o finansiranju u vezi s odgovarajućim projektima/programima.

Nabavka robe i usluga

Član 5.

- (1) Nabavka robe, radova i usluga vrši se u skladu s unutrašnjim nacionalnim zakonodavstvom i propisima Davaoca pomoći.
- (2) Roba i usluge koje obezbeđuju slovačke organizacije u okviru zvanične razvojne pomoći prema ovom sporazumu biće oslobođeni carine, poreza ili bilo kojih drugih taksi u zemlji Korisniku.
- (3) Roba koju obezbeđuje Davalac pomoći u okviru ovog sporazuma postaće imovina Republike Srbije po okončanju projekta/programa.

Memorandum o finansiranju

Član 6.

- (1) Iznos zvanične razvojne pomoći i posebnih uslova za njihovo obezbeđivanje, prvenstveno za transfer Novčanih sredstava sa računa Ministarstva spoljnih poslova Slovačke Republike, propisi koji se primenjuju u računovodstvu i reviziji, propisi koji se primenjuju u praćenju i izveštavanju i propisi koji se primenjuju u preraspodeli Novčanih sredstava, biće dogovoreni u memorandumu o finansiranju.
- (2) Memorandum o finansiranju se direktno odnosi na ovaj sporazum, a uslovi ovog sporazuma se primenjuju na memorandum o finansiranju, osim ukoliko je dogovoreno drukčije.

Uslovi koji se primenjuju na osoblje koje šalje Davalac pomoći

Član 7.

- (1) Republika Srbija će obavestiti ambasadu Slovačke Republike u Republici Srbiji o bilo kakvoj vanrednoj situaciji ili o bilo kom vanrednom stanju u zemlji. U slučaju da jedna od ugovornih strana smatra slične događaje višom silom ili smatra da oni mogu ugroziti implementaciju projekta ili programa saradnje, bilo koja od ugovornih strana može zahtevati hitne konsultacije. Republika Srbija će obezbediti informacije o svim bezbednosnim odredbama ili drugim restrikcijama i okviru ovih konsultacija, a u vezi sa licima koja nisu državljani Republike Srbije.
- (2) Davalac pomoći može, iz bezbednosnih razloga, da izda posebna uputstva osoblju (zaposlenima, državnim službenicima). Ova uputstva mogu obuhvatiti i naređenje da se napusti Republika Srbija. Osoblje (zaposleni, državni službenici) koje se pridržava uputstava ili primeni druge preventivne mere razumljive u datim uslovima, neće biti odgovorno za kršenje obaveza utvrđenih njihovim ugovorima o zaposlenju.
- (3) Troškovi kojima se izloži Davalac pomoći u vezi sa obezbeđivanjem sigurnosti osoblja finansiraće se iz Novčanih sredstava koje je Republika Srbija dobila od Republike Slovačke kao zvaničnu razvojnu pomoć.
- (4) Republika Srbija snosi sve rizike koji uslede ili proisteknu iz aktivnosti sprovedenih u okviru ovog sporazuma. Republika Srbija je odgovorna prvenstveno za rešavanje svih zahteva/žalbi koje treća strana podnese protiv Slovačke Republike, protiv slovačkih zvaničnih institucija ili protiv slovačkih predstavnika, kao i kompanija, institucija i lica predviđenih ovim sporazumom, a koja uslede iz aktivnosti sprovedenih u okviru ovog sporazuma ili su u direktnoj vezi sa ovim aktivnostima.
- (5) Republika Srbija garantuje osoblju (zaposlenima, državnim službenicima):
 - a) brze aranžmane i izdavanje besplatnih viza za više ulazaka, ponovljene ulaske i izlaske iz zemlje tokom celokupnog trajanja njihovih aktivnosti/poslova;
 - b) slobodno kretanje u zemlji i pravo ulaska u zemlju i izlaska iz nje u periodu neophodnom za sprovođenje projekta/programa;
 - v) brzo izdavanje svih neophodnih dozvola, kao na primer, dozvole boravka, radne dozvole i dozvole za obavljanje stručnih poslova kao i oslobađanje od imigracionih ograničenja i obaveze sa registracijom stranaca tokom važenja ovog sporazuma;
 - g) oslobađanje od obaveze služenja u vojnim snagama i ispunjavanja bilo koje druge obavezne službe, pri čemu se oslobađanje ne odnosi na državljane Republike Srbije;
 - d) izuzeće fizičkih lica od obaveze plaćanja poreza na prihod i bilo kog direktnog oporezivanja novčanih naknada koje obezbeđuje Ministarstvo spoljnih poslova Republike Slovačke ili poslodavac koji je preuzeo obezbeđivanje usluga ili robe na osnovu ugovora sa Ministarstvom spoljnih poslova Republike Slovačke, bilo direktno bilo kao podizvođač;
 - đ) pristup zdravstvenim službama i ustanovama najvišeg nivoa u zemlji, bez obzira da li su državne ili privatne;
 - e) mogućnost repatrijacije za vreme unutrašnje krize ili međunarodne krize koja se izjednačuje s privilegijama koje se dodeljuju osoblju diplomatskih misija;
 - ž) pravo na uvoz i ponovni izvoz profesionalne opreme i robe bez carine neophodne osoblju za obavljanje njihovih poslova.

(6) Republika Srbija može zahtevati povlačenje bilo kog lica koje je član osoblja koje je obezbedila Slovačka Republika, a čiji se rad ili ponašanje smatra nezadovoljavajućim.

Korišćenje logoa

Član 8.

Svaka ugovorna strana koristiće logo zvanične razvojne pomoći Slovačke Republike pri sprovođenju odredaba ovog sporazuma, bez prethodnih konsultacija i odobrenja.

Rezerve

Član 9.

(1) Novčana sredstva koja je za Korisnika obezbedio Nacionalni program zvanične razvojne pomoći, Korisnik ne sme koristiti za plaćanje poreza, carinskih dažbina ili taksi u vezi sa njima.

(2) Davalac pomoći rezerviše pravo da zatraži povraćaj novčanih sredstava u celini ili delimično u slučaju da Korisnik nije iskoristio novčana sredstva za svrhe za koje su bila namenjena. Ugovorne strane će obaviti međusobne konsultacije u cilju iznalaženja rešenja pre nego što Davalac pomoći iskoristi svoje pravo da zatraži povraćaj celog iznosa sredstava ili jednog njihovog dela.

Rešavanje sporova

Član 10.

Svi sporovi koji nastaju u vezi sa tumačenjem, odnosno sprovođenjem odredbi ovog sporazuma rešavaće se međusobnim pregovorima ugovornih strana.

Završne odredbe

Član 11.

(1) Ovaj sporazum se zaključuje na period od tri godine.

(2) Ovaj sporazum podleže potvrđivanju u skladu sa unutrašnjim zakonima i propisima ugovornih strana i stupa na snagu 30 dana od dana dostavljanja druge note u vezi sa potvrđivanjem.

(3) Svaka ugovorna strana može da otkáže ovaj sporazum pismenim putem uz otkazni rok od šest meseci.

(4) Ovaj sporazum može biti izmenjen ili dopunjen na osnovu međusobne saglasnosti ugovornih strana. Izmene i dopune sporazuma vrše se u pismenoj formi.

(5) Na obaveze koje su već ispunjene ali ne i završene do dana otkazivanja Sporazuma primenjivaće se odredbe istog do njihovog potpunog izvršenja.

Sačinjeno u _____ dana _____ 2007. u dva originalna primerka na engleskom jeziku.

U ime Vlade Republike Srbije

U ime Vlade Slovačke Republike

dr Mirko Cvetković

Jan Kubiš

AGREEMENT
ON DEVELOPMENT COOPERATION
BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF SERBIA
AND
THE GOVERNMENT OF THE SLOVAK REPUBLIC

December 2007

**AGREEMENT
ON DEVELOPMENT COOPERATION
BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF SERBIA
AND
THE GOVERNMENT OF THE SLOVAK REPUBLIC**

Preamble

The Government of the Republic of Serbia and the Government of the Slovak Republic, hereinafter jointly called "the Parties"

in the spirit of friendly relations between the two States,
motivated by the wish to support mutual cooperation and development,
recognizing the importance and significance of development assistance,
have agreed, with the purpose of fulfilling of those objectives, as follows:

Definition of Terms

Article 1

For the purposes of this Agreement:

"National Programme of Official

Development Assistance" - means the main instrument of the Slovak Republic for providing the official development assistance to the Beneficiary, (receiving the assistance) approved by the Government of the Slovak Republic

"Funds " - means financial resources allocated within the framework of the National Programme of Official Development Assistance provided to the Beneficiary

"Provider" - means the Slovak Republic

"Beneficiary" - means the Republic of Serbia

"Staff"
(employee, civil servant) - means the citizen of the Slovak Republic, and at the same time employee of the Provider entity participating in projects of the Provider in the country of the Beneficiary.

Subject and Scope of the Agreement

Article 2

This Agreement stipulates general terms and conditions of cooperation in development between the Republic of Serbia and the Slovak Republic. These terms and conditions are applicable to provision of official development assistance to the Beneficiary within the framework of the National Programme of Official Development Assistance of the Slovak Republic. The Beneficiary shall provide the efficient use of this assistance, and adopt the measures necessary for prevention of misuse or withholding of Funds provided within the framework of this assistance and non-infringement of terms and conditions under which these Funds were provided.

Competent Authorities

Article 3

(1) The competent authorities of the Parties in connection with implementation of this Agreement are:

In the Slovak Republic:
Ministry of Foreign Affairs
Hlboká cesta 2
833 36 Bratislava

In the Republic of Serbia:
Ministry of Finance
Kneza Milosa 20
11 000 Belgrade

(2) Any communication of the competent authorities within the framework of this Agreement shall be carried out in the English language.

Financing

Article 4

- (1) Providing of Funds within the framework of the National Programme of Official Development Assistance shall be carried out in compliance with the national law and regulations of the Slovak Republic. The same procedures shall be applied also to accounting operations connected with those Funds.
- (2) Payments carried out within the framework of this Agreement shall be implemented in the official currency of the Provider.
- (3) The Funds that are being provided by the Slovak Republic or to the provision of which the Slovak Republic contributes, shall be used exclusively for the purposes of future agreed projects/programmes and within the framework of prospective approved projects/programmes except for the Article 7, Paragraph 3 of this Agreement. The Funds shall be disbursed only in compliance with the provisions of the Financing Memorandum concerning the corresponding projects/programmes.

Procurement of Goods and Services

Article 5

- (1) Procurement of goods, works and services shall be carried out in compliance with the national law and regulations of the Provider.
- (2) Goods and services provided by the Slovak organizations within the framework of the official development assistance pursuant to this Agreement shall be exempt from customs duties, taxes and any other fees in the country of the Beneficiary.
- (3) The goods provided by the Provider within the framework of this Agreement shall become the property of Republic of Serbia after the project/programme is terminated.

Financing Memorandum

Article 6

- (1) The amount of the official development assistance and specific terms and conditions of its provision, mainly conditions of transfer of the Funds from the account of the Ministry of Foreign Affairs of the Slovak Republic, rules applicable to accounting and audit, rules applicable to monitoring and reporting, the manner

of implementation of projects/programmes and rules applicable to the re-allocation of the Funds shall be agreed in the Financing Memorandum.

- (2) The Financing Memorandum shall refer directly to this Agreement, and terms and conditions of this Agreement are applicable to the Financing Memorandum, unless stated otherwise.

Conditions Applicable to Personnel Sent by the Provider

Article 7

- (1) The Republic of Serbia shall inform the Slovak Embassy in the Republic of Serbia about any extraordinary situation or state of emergency in the country. In case one of the Parties considers similar circumstances/events for force majeure, or in case it is of the opinion they could endanger implementation of the projects or programmes of cooperation, any of the Parties can ask for immediate consultations. Within the framework of these consultations the Republic of Serbia shall provide information on all security provisions or other restrictions, concerning individuals that are not citizens of the Republic of Serbia.
- (2) The Provider can, due to security reasons, issue specific instructions to the staff (employees, civil servants). Those instructions can also include the order to leave the Republic of Serbia. The staff (employees, civil servants) that shall obey such instructions or shall implement other preventive actions which are reasonable under given circumstances, shall not be made responsible for violation of obligations following from their employment contracts.
- (3) Costs that incur to the Provider in connection with securing safety of the staff (employees, civil servants) shall be financed from the Funds provided by the Slovak Republic to the Republic of Serbia as the official development assistance.
- (4) The Republic of Serbia bears all the risks that follow from or have originated in connection with activities implemented within the framework of this Agreement. The Republic of Serbia is responsible mainly for the settlement of all claims/complaints that the third Parties shall file against the Slovak Republic, against the Slovak official institutions or against the Slovak representatives, as well as companies, institutions or persons that fall under this Agreement and that follow from activities implemented within the framework of this Agreement, or that are directly connected with those activities.
- (5) The Republic of Serbia shall guarantee to the staff (employees, civil servants):
 - a) prompt arrangements and issue of free-of-charge visas enabling multiple entries, repeated entries into and departures from the country throughout the whole period of their activities/operations;
 - b) free movement inside the country and the right to enter into the country and to leave the country within the extent necessary for implementation of the project/programme;
 - c) prompt issue of all necessary permits or licenses, such as, for example, the permit for stay (residence permit), the working permit and the permit to carry out specialised activities, as well as exemption from the immigration restrictions and from the obligation of registration of aliens throughout the period of duration of this Agreement;
 - d) exemption from the obligation to serve in the military forces and to carry out any other obligatory services, this exemption does not apply to citizens of the Republic of Serbia;

- e) exemption from the natural persons (individual) income tax and any other direct tax from emoluments provided by the Ministry of Foreign Affairs of the Slovak Republic or by the employer that has undertaken to provide services or to supply goods based on the contract with the Ministry of Foreign Affairs of the Slovak Republic, either directly, or as a sub-contractor;
 - f) access to the health care services and facilities of the highest quality available in the country, regardless whether they are public or private;
 - g) possibilities of repatriation during the internal (domestic) or international crises which are equal to the possibilities provided to staff of the diplomatic missions;
 - h) the right to import and re-export (free of customs duties) the professional equipment and goods that the staff needs for fulfilment of their tasks.
- (6) The Republic of Serbia can request withdrawal or replacement of any person from the staff, provided by the Slovak Republic whose work or behaviour is considered for not satisfactory.

Use of Logo

Article 8

Each Party shall use a logo of the official development assistance of the Slovak Republic while implementing provisions of this Agreement, without any prior consultations or approval.

Reservations

Article 9

- (1) The Funds provided to the Beneficiary from the National Programme of Official Development Assistance must not be used by the Beneficiary for payments of taxes, customs duties and fees connected with them.
- (2) The Provider reserves the right to request repayment of the Funds either within their full extent or a part of them, in case the Beneficiary did not use the Funds for the purpose for which they were earmarked. The Parties shall hold mutual consultations with the purpose of finding a solution before the Provider exercises its right to request the repayment of the full amount of the Funds or a part of them.

Settlement of Disputes

Article 10

Any disputes that may arise from construction or implementation of provisions of this Agreement shall be settled through mutual negotiations between the Parties.

Final Provisions

Article 11

- (1) This Agreement is concluded for a period of three years.
- (2) This Agreement is subject to approval in compliance with national laws and regulations of both Parties, and it shall enter into force 30 days from the date of delivery of the second note concerning this approval.
- (3) Each of the Parties can terminate this Agreement in writing, with a six months termination notice.

- (4) This Agreement may be amended or supplemented on the basis of mutual agreement of the Parties. Amendments and supplements must be executed in written form.
- (5) Obligations that are already being performed, but not yet completed as of the date of termination of the Agreement, shall be governed by its provisions until their full completion.

Done at, on this day of, 2007 in two originals in English.

**On behalf of the Government
of the Republic of Serbia**

**On behalf of the Government
of the Slovak Republic**

Član 3.

Ovaj zakon stupa na snagu osmog dana od dana objavljivanja u „Službenom glasniku Republike Srbije - Međunarodni ugovori”.