

ZAKON

O POTVRĐIVANJU SPORAZUMA IZMEĐU SAVETA MINISTARA REPUBLIKE ALBANIJE, SAVETA MINISTARA BOSNE I HERCEGOVINE, VLADE REPUBLIKE MAKEDONIJE, VLADE CRNE GORE, VLADE REPUBLIKE SRBIJE I VLADE REPUBLIKE SLOVENIJE O OSNIVANJU BALKANSKIH VOJNOMEDICINSKIH SNAGA

Član 1.

Potvrđuje se Sporazum između Saveta ministara Republike Albanije, Saveta ministara Bosne i Hercegovine, Vlade Republike Makedonije, Vlade Crne Gore, Vlade Republike Srbije i Vlade Republike Slovenije o osnivanju Balkanskih vojnomedicinskih snaga, koji je potpisan u Beogradu, 14. januara 2016. godine, u originalu na engleskom jeziku.

Član 2.

Tekst Sporazuma u originalu na engleskom jeziku i u prevodu na srpski jezik glasi:



AGREEMENT

AMONG

**THE COUNCIL OF MINISTERS OF THE REPUBLIC OF ALBANIA,
THE COUNCIL OF MINISTERS OF BOSNIA AND HERCEGOVINA,
THE GOVERNMENT OF THE REPUBLIC OF MACEDONIA,
THE GOVERNMENT OF MONTENEGRO,
THE GOVERNMENT OF THE REPUBLIC OF SERBIA
AND THE GOVERNMENT OF THE REPUBLIC OF SLOVENIA
ON THE ESTABLISHMENT OF THE BALKAN MEDICAL TASK FORCE**

The Council of Ministers of the Republic of Albania, the Council of Ministers of Bosnia and Herzegovina, the Government of the Republic of Macedonia, the Government of Montenegro, the Government of the Republic of Serbia and the Government of the Republic of Slovenia hereinafter referred to as "the Parties";

Identifying medical operational regional capabilities and recognizing the need for enhanced utilization of existing military medical capabilities in the West-Balkan region and noting that being part of a multinational co-operation initiative allows nations to use their medical assets more efficiently, without duplication and the loss of effectiveness,

Referring to the aim of developing a concept that has been approved by the signature of the Balkan Medical Task Force Assessment Group Declaration of Intent dated *on 2014*.

Have agreed on the following:

Article 1

Definitions

1. Balkan Medical Task Force (BMTF): Multinational Medical Military Unit composed of medical modules formed by contributions of the Parties.

2. Framework Nation (FN): a Party that provides, on a rotational basis, the core infrastructure, personnel and equipment necessary for ROLE 2 capability, in addition to its obligation as a Party, as defined herein and in the implementing arrangements.

3. Sponsor: any nation, organization or entity, other than BMTF Participants, that provides financial and/or other support to the BMTF as defined in an appropriate arrangement.

4. Host Nation (HN): The Republic of Macedonia hosting the BMTF Standing Organization.

5. BMTF Standing Organization: a permanent peacetime body of the BMTF responsible for organizing and planning the training activities and peacetime and/or contingency operations of the BMTF.

Article 2

Purpose of the Agreement

The purpose of this Agreement is to regulate the procedures and responsibilities among the Parties on the establishment and operation of the BMTF.

Article 3

Mission of the BMTF

1. In order to identify, enhance and facilitate the medical operational capabilities of the West Balkan region the purpose of the BMTF is to provide medical support at the Role 2 level on Crisis Response Operations (CRO) in a sustainable manner and rapidly respond to a broad spectrum of regional disaster relief situations. The goal is to enable the participating nations to provide vital capabilities to international operations, enhance national medical service capacities, and to achieve national, NATO and Partnership for Peace (PfP) force / partnership goals (capability targets).

2. In order to fulfill the above mentioned goals, the BMTF shall be able to:

- a) plan, conduct and participate in multinational training activities aimed at reaching and maintaining appropriate readiness, capabilities and operational effectiveness, as well as contributing to the improvement of interoperability;
- b) participate in UN mandated missions within the agreed area of responsibility;
- c) conduct other commonly agreed activities by the Parties.

Article 4

Activation of the BMTF

1. BMTF shall be available for possible activation:

- a) upon the request of one or more Parties or
- b) upon the request of the respective international organization or
- c) upon the request of any other nation.

2. Upon prior consent of each Parties' national authorities the activation of the BMTF shall be subject to SB decision.

Article 5

BMTF Structure, command relations and decision making

1. BMTF will function in peacetime and in crises, as detailed in this Article.

2. BMTF shall be a multinational medical unit as a deployable modular military capability built upon the existing national medical capabilities.

3. BMTF Standing Organization (BMTF SO) is a permanent peacetime body of the BMTF responsible for organizing and planning the training activities, as well as peacetime and/or contingency operations of the BMTF. It is also responsible for unit preparation, training and certification.

4. The Steering Board (SB) is the highest decision making body, consisting of authorized political and military representatives from each Party. The SB makes its decisions unanimously.

5. The BMTF detailed structure and command relations shall be settled in the Memorandum of Understanding or other relevant documents to be signed by the appropriate authorities of the Parties.

6. The organizational structure of the activated BMTF becomes effective in crises and shall be settled in the Memorandum of Understanding or other relevant documents to be signed by the appropriate authorities of the Parties.

Article 6

Official and Working Languages

The official languages of the BMTF are the national languages of the Parties. English will be the working language and all operational documents are to be issued in this language.

Article 7

Financial Aspects

1. The costs related to the establishment, administration and operation of the BMTF shall be financed by the Parties and/or Sponsors.

2. The common expenditures for the BMTF SO will be borne by a multinational budget funded by the Parties in accordance with the cost-share formula to be determined in the Memorandum of Understanding.

3. Equipment purchased from common funds and equipment provided by Sponsors shall be property of the BMTF. The title of ownership of the national equipment provided by the HN shall remain with the HN.

4. Detailed principles and the methods for financing the BMTF shall be covered by the Memorandum of Understanding.

Article 8

Host Nation and Framework Nation Support

1. The HN will provide logistic support for the BMTF SO, as defined in the Memorandum of Understanding.

2. One of the Parties shall, on a rotational basis, assume the role of the Framework Nation (FN). As such it shall, in addition to its obligation as a Party, provide the core infrastructure, personnel and equipment necessary for ROLE 2 capability. The detailed obligations of a FN shall be regulated in the Memorandum of Understanding.

Article 9

Legal Considerations

The provisions of the 'Agreement between the Parties of the North Atlantic Treaty regarding the Status of their Forces' (NATO SOFA, dated 19 June 1951), Agreement among the States Parties to the North Atlantic Treaty and the other States participating in the Partnership for Peace regarding the Status of their Forces (PfP SOFA, dated 19 June 1995) and UN Convention on Privileges and Immunities of the United Nations (dated 13 February 1946) shall regulate the status of BMTF personnel, as applicable.

Article 10

Accession to the BMTF and participation at the BMTF activities

1. Any state may accede to this Agreement upon obtaining prior written consent of all Parties and signature of a Note of Accession to this Agreement.

2. Any international organization, entity, or any nation / nation's force can participate in BMTF training activities or operations upon prior consent of all Parties and upon signing a relevant agreement.

Article 11

Security Clauses

1. All information exchanged or generated in connection with this Agreement shall be used, transmitted, stored, handled and/or safeguarded in accordance with the Parties' applicable national and international laws and regulations.

2. Information shall be transferred only through allowed channels.

3. The Parties shall ensure that all information exchange shall be used only for the intended purposes within the objectives and the scope of this Agreement.

Article 12

Settlement of Disputes

Any disputes regarding the interpretation or application of this Agreement shall solely be resolved by the mutual consensus between the Parties and shall not be referred to any national or international tribunal or Third Party for settlement.

Article 13

Implementation Arrangements

Detailed questions concerning the BMTF shall be settled in a separate Memorandum of Understanding or other relevant documents signed by the appropriate authorities of the Parties.

Article 14

Final Provisions

1. This Agreement shall be concluded for an indefinite period of time.
2. This Agreement will come into effect on the 30th day upon last notification by the Parties to the HN that all internal procedures to set in on force have been concluded.
3. This Agreement shall be amended by the mutual consent of the Parties. The amendment shall be proposed in writing, through diplomatic channels, and shall enter into force according to paragraph 2 of this Article.
4. This Agreement shall be terminated by unanimous consent of the Parties at any time. Any Party may withdraw from the Agreement by given six (6) month's written notice to the HN, who will inform the other Parties by diplomatic ways.
5. If this Agreement is terminated, or if any of the Parties withdraw from the Agreement, the Parties shall settle all outstanding issues and other possible areas of interested related to the termination or withdrawal from the Agreement.
6. Termination of the Agreement terminates all implementing Agreements/MOUs.
7. Host Nation will be the depositor of this Agreement.

In witness thereof, the undersigned Representatives, duly authorized by their respective Governments, have signed this agreement.

Signed in six (6) original copies in the English language.

For the Council of Ministers of the Republic of Albania:

Signed in on

For the Council of Ministers of Bosnia and Herzegovina:

Signed in on

For the Government of the Republic of Macedonia:

Signed in on

For the Government of Montenegro:

Signed in on

For the Government of the Republic of Serbia:

Signed in on

For the Government of the Republic of Slovenia:

Signed in on

SPORAZUM

IZMEĐU

**SAVETA MINISTARA REPUBLIKE ALBANIJE,
SAVETA MINISTARA BOSNE I HERCEGOVINE,**

VLADE REPUBLIKE MAKEDONIJE,

VLADE CRNE GORE,

VLADE REPUBLIKE SRBIJE

I VLADE REPUBLIKE SLOVENIJE

O OSNIVANJU BALKANSKIH VOJNOMEDICINSKIH SNAGA

Savet ministara Republike Albanije, Savet ministara Bosne i Hercegovine, Vlada Republike Makedonije, Vlada Crne Gore, Vlada Republike Srbije i Vlada Republike Slovenije, u daljem tekstu: „Strane”;

utvrđujući medicinske operativne regionalne sposobnosti i prepoznajući potrebu za boljim korišćenjem postojećih vojnomedicinskih sposobnosti u regionu zapadnog Balkana i primećujući da učešće u inicijativi za multinacionalnu saradnju omogućava državama da efikasnije koriste svoje medicinske snage i sredstva, bez dupliranja i gubitka delotvornosti,

pozivajući se na cilj razvoja koncepcije koja je odobrena potpisivanjem Izjave o namerama Grupe za procenu kapaciteta Balkanskih vojnomedicinskih snaga iz 2014. godine,

sporazumeli su se o sledećem:

Član 1.

Definicije

1. Balkanske vojnomedicinske snage (BMS): Multinacionalna medicinska vojna jedinica sastavljena od medicinskih modula koji se formiraju od doprinosa Strana.

2. Vodeća zemlja (VZ): Strana koja obezbeđuje, na bazi rotacije, osnovnu infrastrukturu, osoblje i opremu koji su neophodni za sposobnost 2. nivoa, pored svoje obaveze kao Strane, kako je definisano u daljem tekstu i u ugovorima o sprovođenju.

3. Sponzor: svaka zemlja, organizacija ili ustanova, osim učesnika BMS, koja obezbeđuje finansijsku i/ili drugu podršku za BMS kako je definisano u odgovarajućem ugovoru.

4. Zemlja domaćin (ZD): Republika Makedonija koja je domaćin Stalne organizacije BMS.

5. Stalna organizacija BMS: stalni mirnodopski organ BMS odgovoran za organizovanje i planiranje aktivnosti obuke i mirnodopske i/ili nepredviđene operacije BMS.

Član 2.

Cilj Sporazuma

Svrha ovog sporazuma je da se regulišu postupci i nadležnosti između Strana u vezi sa osnivanjem i funkcionisanjem BMS.

Član 3.

Misija BMS

1. Da bi se utvrdila, unapredila i olakšala upotreba medicinskih operativnih sposobnosti u regionu zapadnog Balkana, svrha BMS je da obezbedi medicinsku podršku sposobnosti 2. nivoa u operacijama reagovanja u kriznim situacijama na održiv način i da se brzo reaguje u širokom spektru situacija otklanjanja posledica katastrofa u regionu. Cilj je da se omogući zemljama učesnicama da obezbede neophodne sposobnosti za međunarodne operacije, unaprede nacionalne kapacitete za pružanje medicinskih usluga, kao i da se dostignu nacionalni ciljevi i ciljevi snaga NATO i Partnerstva za mir (PzM) odnosno partnerski ciljevi (ciljane sposobnosti).

2. Radi ispunjenja pomenutih ciljeva, BMS treba da bude u stanju da:

a) planira, izvodi i učestvuje u multinacionalnim aktivnostima obuke u cilju dostizanja i održavanja odgovarajućeg stepena gotovosti, sposobnosti i operativne efikasnosti, kao i doprinosa poboljšanju interoperabilnosti;

b) učestvuje u misijama pod mandatom Ujedinjenih nacija (UN) u okviru dogovorene zone odgovornosti;

v) obavlja i druge poslove o kojima se Strane zajednički dogovore.

Član 4.

Aktiviranje BMS

1. BMS je na raspolaganju za eventualno aktiviranje:

a) na zahtev jedne ili više Strana ili

b) na zahtev odgovarajuće međunarodne organizacije ili

v) na zahtev bilo koje druge zemlje.

2. Na osnovu prethodne saglasnosti državnih organa svake od Strana, aktiviranje BMS zavisi od odluke Upravnog odbora.

Član 5.

Struktura BMS, komandni odnosi i donošenje odluka

1. BMS obavlja svoju funkciju u miru i u kriznim situacijama, kao što je detaljno navedeno u ovom članu.

2. BMS je multinacionalna medicinska jedinica kao pokretna modularna vojna sposobnost izgrađena na postojećim nacionalnim medicinskim sposobnostima.

3. Stalna organizacija BMS (SO BMS) je stalno mirnodopsko telo BMS odgovorno za organizovanje i planiranje aktivnosti obuke, kao i za mirnodopske i/ili nepredviđene operacije BMS. Ono je odgovorno i za pripremu jedinica, obuku i sertifikaciju.

4. Upravni odbor (UO) je najviši organ odlučivanja, koji se sastoji od ovlašćenih političkih i vojnih predstavnika svake Strane. UO donosi svoje odluke jednoglasno.

5. Detaljna struktura BMS i komandni odnosi definišu se u okviru memoranduma o razumevanju ili drugim relevantnim dokumentima koje potpisuju odgovarajući nadležni organi Strana.

6. Organizaciona struktura aktiviranog BMS počinje da se primenjuje u kriznim situacijama i utvrđuje se u memorandumu o razumevanju ili drugim relevantnim dokumentima koje potpisuju odgovarajući nadležni organi Strana.

Član 6.

Službeni i radni jezici

Službeni jezici BMS su nacionalni jezici Strana. Engleski jezik biće radni jezik i svi operativni dokumenti će se izdavati na tom jeziku.

Član 7.

Finansijski aspekti

1. Troškove koji se odnose na osnivanje, upravljanje i rad BMS finansiraju Strane i/ili sponzori.

2. Zajednički troškovi za SO BMS pokrivaju se iz multinacionalnog budžeta koji finansiraju Strane u skladu sa formulom raspodele troškova koja će biti utvrđena u memorandumu o razumevanju.

3. Oprema koja se nabavi zajedničkim finansijskim sredstvima, kao i oprema koju obezbede sponzori predstavlja imovinu BMS. Pravo vlasništva nad nacionalnom opremom koju obezbeđuje ZD zadržava ZD.

4. Detaljni principi i načini finansiranja BMS definišu se u okviru memorandumu o razumevanju.

Član 8.

Podrška zemlje domaćina i vodeće zemlje

1. ZD će obezbediti logističku podršku za potrebe SO BMS kako je definisano u memorandumu o razumevanju.

2. Jedna od Strana, na bazi rotacije, preuzima ulogu vodeće zemlje (VZ). Kao takva, ona, pored svoje obaveze kao Strane, obezbeđuje i osnovnu infrastrukturu, osoblje i opremu koji su neophodni za sposobnost 2. nivoa. Detaljne obaveze VZ uređuju se memorandumom o razumevanju.

Član 9.

Pravna pitanja

Odredbama Sporazuma između država članica Severnoatlantskog ugovora o statusu njihovih snaga (SOFA NATO, od 19. juna 1951. godine), Sporazuma između država članica Severnoatlantskog ugovora i ostalih država učesnica u Partnerstvu za mir o statusu njihovih snaga (SOFA PzM, od 19. juna 1995. godine) i Konvencije UN o privilegijama i imunitetima Ujedinjenih nacija (od 13. februara 1946. godine), uređuje se status osoblja BMS, u zavisnosti od njihove primenljivosti.

Član 10.

Pristupanje BMS i učešće u aktivnostima BMS

1. Svaka država može da pristupi ovom sporazumu po dobijanju prethodne pisane saglasnosti svih Strana i potpisivanju note o pristupanju ovom sporazumu.

2. Svaka međunarodna organizacija, ustanova, odnosno bilo koja zemlja/snage bilo koje zemlje mogu da učestvuju u aktivnostima obuke ili operacijama BMS uz prethodnu saglasnost svih Strana i nakon potpisivanja odgovarajućeg ugovora.

Član 11.

Klauzule o bezbednosti

1. Svi podaci koji se razmene ili nastanu u vezi sa ovim sporazumom koriste se, prenose, skladište, njima se rukuje i/ili se čuvaju u skladu sa važećim nacionalnim i međunarodnim zakonima i propisima Strana.

2. Podaci se prenose samo dozvoljenim načinima.

3. Strane se staraju da se razmena svih podataka koristi samo za predviđene svrhe u okviru ciljeva i delokruga ovog sporazuma.

Član 12.

Rešavanje sporova

Svi eventualni sporovi u vezi sa tumačenjem ili primenom ovog sporazuma rešavaju se isključivo međusobnim konsenzusom između Strana i neće se predavati bilo kom nacionalnom ili međunarodnom sudu ili trećoj strani na rešavanje.

Član 13.

Ugovori o sprovođenju

Detaljna pitanja u vezi sa BMS regulišu se posebnim memorandumom o razumevanju ili drugim relevantnim dokumentima koje potpisuju nadležni organi Strana.

Član 14.

Završne odredbe

1. Ovaj sporazum se zaključuje na neodređeno vreme.
2. Ovaj sporazum stupa na snagu 30 dana nakon poslednjeg obaveštenja kojim Strane obaveštavaju ZD da su sprovedene sve interne procedure neophodne za njegovo stupanje na snagu.
3. Ovaj sporazum se menja i dopunjava na osnovu međusobne saglasnosti Strana. Izmena i dopuna predlaže se u pisanoj formi, diplomatskim putem, a stupa na snagu u skladu sa stavom 2. ovog člana.
4. Primena Sporazuma se obustavlja u bilo kom trenutku uz jednoglasnu saglasnost Strana. Svaka Strana može jednostrano da otkáže ovaj sporazum slanjem pisanog obaveštenja ZD šest (6) meseci unapred, koja će o tome obavestiti ostale Strane, diplomatskim putem.
5. Ukoliko se primena ovog sporazuma obustavi, ili ga bilo koja od Strana jednostrano otkáže, Strane su dužne da reše sva otvorena pitanja i druge moguće oblasti interesovanja koje se odnose na obustavu primene ili jednostrano otkazivanje ovog sporazuma.
6. Obustavom primene ovog sporazuma prestaju da važe i svi ugovori o sprovođenju, odnosno memorandumima o razumevanju.
7. Zemlja domaćin biće depozitar Sporazuma.

Potvrđujući ovo, dolepotpisani predstavnici, propisno ovlašćeni od strane svojih vlada, potpisali su ovaj sporazum.

Potpisano u šest (6) originalnih primeraka na engleskom jeziku.

Za Savet ministara Republike Albanije:

Potpisano u, dana

Za Savet ministara Bosne i Hercegovine:

Potpisano u, dana

Za Vladu Republike Makedonije:

Potpisano u, dana

Za Vladu Crne Gore:

Potpisano u, dana

Za Vladu Republike Srbije:

Potpisano u, dana

Za Vladu Republike Slovenije:

Potpisano u, dana

Član 3.

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