**PREDLOG ZAKONA O POTVRĐIVANJU**

**SPORAZUMA**

**IZMEĐU**

**SAVETA MINISTARA BOSNE I HERCEGOVINE**

**I**

**VLADA OSTALIH STRANA INICIJATIVE ZA PREVENCIJU I SPREMNOST U SLUČAJU KATASTROFA ZA REGION JUGOISTOČNE EVROPE**

**O**

**DOGOVORIMA SA ZEMLJOM DOMAĆINOM O SEKRETARIJATU INICIJATIVE ZA PREVENCIJU I SPREMNOST U SLUČAJU KATASTROFA ZA REGION JUGOISTOČNE EVROPE**

Član 1.

Potvrđuje se Sporazum između Saveta ministara Bosne i Hercegovine i vlada ostalih Strana Inicijative za prevenciju i spremnost u slučaju katastrofa za region Jugoistočne Evrope o dogovorima sa zemljom domaćinom o Sekretarijatu Inicijative za prevenciju i spremnost u slučaju katastrofa za region Jugoistočne Evrope, sačinjen u Ankari 4. aprila 2018. godine, u originalu na engleskom jeziku.

Član 2.

Tekst Sporazuma između Saveta ministara Bosne i Hercegovine i vlada ostalih Strana Inicijative za prevenciju i spremnost u slučaju katastrofa za region Jugoistočne Evrope o dogovorima sa zemljom domaćinom o Sekretarijatu Inicijative za prevenciju i spremnost u slučaju katastrofa za region Jugoistočne Evrope u originalu na engleskom jeziku i u prevodu na srpski jezik glasi:

**AGREEMENT**

Between

**THE COUNCIL OF MINISTERS OF BOSNIA AND HERZEGOVINA**

And

**THE GOVERNMENTS OF OTHER DISASTER PREPAREDNESS AND PREVENTION INITIATIVE FOR SOUTH EASTERN EUROPE PARTIES**

On

**HOST COUNTRY ARRANGEMENTS**

**FOR THE SECRETARIAT OF THE DISASTER PREPAREDNESS AND PREVENTION INITIATIVE FOR SOUTH EASTERN EUROPE**

The Council of Ministers of Bosnia and Herzegovina, on the one part and the other Parties of the Disaster Preparedness and Prevention Initiative for South Eastern Europe, on the other part: the Council of Ministers of the Republic of Albania and the Governments of the Republic of Bulgaria, the Republic of Croatia, the Republic of Macedonia, Montenegro, Romania, the Republic of Slovenia, the Republic of Serbia, the Republic of Turkey (hereinafter jointly “the DPPI SEE Parties”):

***Recognising*** efforts that the DPPI SEE Parties invest in establishing a closer regional co-operation and determined to enhance the regional ownership, under the political umbrella of SEECP process, within the support of Regional Cooperation Council;

***Building*** upon the commitments made in the Memorandum of Understanding on the Institutional Framework of the Disaster Preparedness and Prevention Initiative for South Eastern Europe signed by the Council of Ministers of Republic of Albania and the Governments of the Republic of Bulgaria, the Republic of Croatia, the Republic of Macedonia, Montenegro, the Republic of Serbia, the Republic of Slovenia and the Republic of Turkey in Sarajevo on 28 November 2013 and by the Council of Ministers of Bosnia and Herzegovina in Sarajevo on 18 April 2014 and by the Government of Romania in Sarajevo on 19 November 2015;

***Recalling*** that the Memorandum of Understanding on the Institutional Framework of the Disaster Preparedness and Prevention Initiative for South Eastern Europe (2013) determines that the seat of DPPI SEE Secretariat is in Sarajevo, Bosnia and Herzegovina;

***Recognizing*** the expressed commitments of the DPPI SEE Parties to embrace full regional ownership which would further encourage existing and new partners to be involved in the regional political and technical cooperation in the field of disaster preparedness and prevention;

***Wishing*** to regulate legal status, privileges and immunities necessary for the functioning and successful accomplishment of the DPPI SEE Secretariat’ mission.

**Have agreed as follows:**

**I. GENERAL PROVISIONS**

**Article l**

**Definitions**

For purposes of the present Agreement:

1. **“Council of Ministers”** means the Council of Ministers of Bosnia and Herzegovina;
2. **"Expert"** means a person performing temporary mission for the Secretariat other than as provided under paragraphs e) and g) of this Article and might include personnel seconded from the DPPI SEE Parties or interns;
3. **“Head of the Secretariat”** means a person appointed as the Head of the DPPI SEE Secretariat in Sarajevo;
4. **“Host Country”** means Bosnia and Herzegovina;
5. **“Local Service Staff”** means an employee providing support services for the Secretariat such as a web administrator, driver, cleaner and/or other;
6. **“Memorandum of Understanding”** means the Memorandum of Understanding on the Institutional Framework of the Disaster Preparedness and Prevention Initiative for South Eastern Europe signed on 28 November 2013 in Sarajevo**;**
7. **“Official"** means staff member of the Secretariat, notified to the Ministry of Foreign Affairs of the Host Country, performing duties to the Secretariat on a full time basis other than persons mentioned in paragraph e) of this Article;
8. **“Premises of the Secretariat”** means the building including the land ancillary thereto, occupied by the Secretariat and used only for the purposes of the Secretariat, irrespective of the ownership;
9. **Representative"** means entitled representative of the DPPI SEE Party or DPPI SEE Partners;and
10. “**Secretariat”** means Secretariat of the DPPI SEE.

**Article 2**

**Seat**

1. The objective of this Agreement is to enable the Secretariat to discharge its operational duties and functions efficiently through its Seat.

2. In accordance with Article 7 paragraph 1 of the Memorandum of Understanding, the Seat of the Secretariat is in Sarajevo, Bosnia and Herzegovina.

**Article 3**

**Legal Status**

1. The Secretariat shall have legal personality and the legal capacity necessary for carrying out its functions as to conclude contracts, to acquire and dispose movable and immovable property and to establish legal proceedings in accordance with the legislation of the Host Country.

2. Competent authorities of the Host Country shall assist the Secretariat in the procedure of obtaining relevant documents for regulating legal status of the Secretariat, in order that the status is achieved within 60 days from signing of this Agreement.

**Article 4**

**Office-related contributions by the Host Country**

1. The Council of Ministers shall provide to the Secretariat, for duration of this Agreement, at no fee, the necessary facilities, including convenient and appropriate premises in Sarajevo for effective performance of its functions, equipment and furniture.

2. The premises including equipment, furniture and services shall be made available upon signature of this Agreement.

**Article 5**

**Internal regulations of the Secretariat**

The Secretariat may issue the necessary internal regulations concerning the implementation and organization of its functions, in line with the Memorandum of Understanding or any other applicable internal regulation.

**Article 6**

**Visual identity**

1. The Secretariat may display the DPPI SEE items of visual identity (e.g. flag, logo), as adopted by the DPPI SEE, on its premises and on motor vehicles used for official purposes.

2. Motor vehicles that belong to the Secretariat shall be entitled to diplomatic registration plates and to an appropriate status.

**Article 7**

**The freedom of Secretariat's operations**

The Host Country shall guarantee the Secretariat a freedom of operations.

**Article 8**

**Inviolability**

1. The premises of the Secretariat shall be inviolable. Competent authorities of the Host Country shall have the right to enter the premises of the Secretariat in order to perform their duties, only with consent of the Head of the Secretariat or duly authorized Officials of the Secretariat, under conditions agreed by them.

2. The Council of Ministers shall take all measures in order to protect the Secretariat's premises against any intrusions or damages, and to prevent damaging of its dignity.

3. Records and archive of the Secretariat as well as all the documentation (including computer programs and photographs) belonging to it or being in its possession shall be inviolable.

**Article 9**

**Exception from court proceedings and executions**

1. The Secretariat shall enjoy an exemption from court proceedings and executions in the Host Country, except in cases:

1. when the DPPI SEE competent body has authorized waiver of immunity from court proceedings. Waiver of immunity from court proceedings shall not be held to imply waiver in respect to any measures of execution or detention of property;
2. counter-claims in direct connection to procedure initiated by the Secretariat;
3. any agreement on purchase of goods and services, any loan or other transaction to provide financing, as well as any guarantee relationship or indemnification related to any such transaction or any other financial obligation;
4. civil lawsuit initiated by a third party due to death, material damage or personal injury caused in a motor traffic offence by a motor vehicle that belongs to or is used on behalf Secretariat; and
5. labour disputes.

2. The Secretariat, in terms of its movable and immovable property, wherever located and by whomsoever held in the Host Country shall be exempted from any measure of execution, including confiscation, deprival, freezing or any other form of execution or sequestration or any other deprivation of property provided for by the laws of the Host Country.

**Article 10**

**Communication**

1. The Secretariat shall, in terms of its official communication, be provided with the same treatment which is accorded to diplomatic missions in the Host Country.

2. The Secretariat may use all appropriate communication tools. It shall also have the right to send and receive correspondence via properly identified couriers or in packages that shall be given the same privileges and enjoy exemptions as diplomatic couriers or diplomatic packages.

3. Official correspondence and other official communication of the Secretariat, when properly identified, shall not be censored.

**Article 11**

**Publications**

Import and export of publications for the needs of the Secretariat as well as of other information material that the Secretariat imports or exports within its official activities, shall not be subject to restrictions of any kind.

**Article 12**

**Utility services**

1. Competent authorities of the Host Country shall be obligated to, upon request of the Secretariat and under the just conditions, provide utility services to the Secretariat, necessary for performance of its functions, including, but not being limited to, post services, phone, electricity, water, sewerage, gas, garbage pick-up services and fire fighting protection.

2. Prices for utility services stipulated in paragraph 1 hereof, which are not subject to Article 4 paragraph 2, shall not exceed the lowest comparable prices approved to diplomatic missions in the Host Country.

3. In case of termination or indication of termination of the aforementioned utility services, the Secretariat shall be given the same priority as to diplomatic missions, for the requirements of its official functions.

4. At request of competent authorities of the Host Country, the Head of the Secretariat shall be responsible to ensure to appropriately authorized representatives of utility service companies, to check, repair, maintain and relocate installations in the Secretariat’s premises, at appropriate time, under conditions that will not affect the functioning of the Secretariat.

**Article 13**

**Exemption from Duties and Taxes**

1. The Secretariat, its funds, income and other property shall be exempted from any direct duties and taxes. This exemption shall not be applied to taxes and appropriations considered as utility services taxes offered at fixed prices, in line with the quantity of provided services, which can be identified, described and divided.

2. In terms of value added tax (hereinafter: VAT) included in prices or separately calculated, exemption shall be applied only on items acquired for official usage of the Secretariat, whereas goods purchased for its usage, for which exemptions apply in line with this provision, must not be sold, given as a gift or in any other way deprived, except in line with conditions agreed with the Council of Ministers.

3. The Secretariat shall be exempted from all state and local rates or fees, except rates or fees calculated as the price of actually rendered services.

4. Exemptions from VAT stipulated in paragraph 2 hereof, and further in Article 17 paragraph 1, item d), and in Article 18 paragraph 1, item d), shall be acquired through the right to a VAT refund.

**Article 14**

**Exemption from Customs**

Goods imported or exported for the purpose of official use by the Secretariat shall be exempted from payment of customs, taxes and fees.

**Article 15**

**Free disposal of funds and freedom of business**

The Secretariat, for the purpose of executing its functions, shall have the right to receive, keep, convert and transfer all funds, currencies, cash and other transferable values, and dispose freely of them and perform business without restrictions, in line with the legislation of the Host Country.

**Article 16**

**Social Security**

The Head of Secretariat, the Officials and Experts, who are not citizens of the Host Country or permanent residents, shall be exempted from paying obligatory contributions in connection to any type of social security in the Host Country.

**Article 17**

**Head of the Secretariat and Officials**

1. The Head of the Secretariat and the Officials in the Host Country shall enjoy the following privileges and immunities in the Host Country:

1. immunity from court proceedings in respect of words spoken or written, as well in respect of all acts done by them in their official capacity, even after they cease to be the Officials of Secretariat;
2. immunity from search and seizure of their personal baggage;
3. inviolability of official documents, data and other material;
4. exemption from taxes, including VAT, contributions on salaries, emoluments and compensations paid to them by the Secretariat for their services;
5. exemption from immigration restrictions and the obligation to register themselves and their family members forming part of their respective households;
6. the same protection and repatriation facilities for themselves and their family members forming part of their respective households, as are accorded to the officials of comparable ranks in diplomatic missions; and
7. right to import for their personal use, free of import duty and other taxes or charges, provided that these are not fees charged for delivery of utility services, as well as exemption from import restrictions and the import and export limitations;
   1. their furniture and personal effects at the time of first taking up their post, in one or more individual shipments; and
   2. one motor vehicle every four years.

2. The way in which imported goods will be disposed of, with exemption from payment of import duties, shall be applied in line with regulations on duty, tax and other facilities to which foreign diplomatic and consular representatives in the Host Country are entitled.

**Article 18**

**Experts**

Experts shall enjoy the following privileges and exemptions in the Host Country:

1. exemption from court proceedings in respect of words spoken or written as well as all acts carried out by them in the performance of their official functions, even after they cease to be the Experts;
2. exemption from check and seizure of personal and official luggage;
3. inviolability of official documentation, data and other material; and
4. exemption from taxes, including VAT, contributions on salaries, additional benefits and indemnities, paid to them by the Secretariat for their services in accordance with applicable legislation of the Host Country.

**Article 19**

**Representatives**

Representatives shall enjoy the following exemptions, during the period of execution of their responsibilities in the Host Country as well as during their stay on the territory of the Host Country:

* + 1. exemption from court proceedings, in respect of words spoken or written as well as all acts carried out by them in the performance of their official functions, even after they cease to be the Representatives;
    2. exemption from check and seizure of personal luggage;
    3. inviolability of official documentation, data and other material; and
    4. exemption from immigration restrictions.

**Article 20**

**Citizens of the Host Country and permanent residents**

The Head of the Secretariat, the Officials and Experts, who are citizens of the Host Country or permanent residents, shall not be entitled to privileges and immunities stated in Article 17 paragraph 1, items a), b), c), and d) of this Agreement.

**Article 21**

**Local Service Staff**

Secretariat shall be entitled to engage Local Service Staff in accordance with the legislation of the Host Country.

**Article 22**

**The Purpose of Privileges and Exemptions**

1. Privileges and immunities under this Agreement are granted in the interests of the Secretariat and not for the personal benefits of the individuals themselves.

2. Their purpose is solely to provide freedom of actions of the Secretariat under all circumstances as well as full independence of mentioned persons in performing their duties for the Secretariat.

**Article 23**

**Notification**

1. The Secretariat shall notify to the Ministry of Foreign Affairs of the Host Country about the names of the Head of the Secretariat, the Officials, as well as those of the members of their families immediately or within five working days, at the latest, as of the date of their arrival. The Secretariat shall also notify the termination of the mandate of the Head of the Secretariat, or any Official as well as, where appropriate, the fact that a person ceases to be a member of their family.

2. The Head of the Secretariat, the Officials, and members of their families, who are not citizens of, or permanent residents in the Host Country, shall be issued appropriate identification cards by the Ministry of Foreign Affairs of the Host Country.

3. The Secretariat shall not notify to the Ministry of Foreign Affairs about names of any Experts. The Experts shall be subject to immigration restrictions and obligations to register with the Service for Foreigners’ Affairs of the Ministry of Security in accordance with applicable legislation of the Host Country.

**Article 24**

**Not Assuming Responsibility by the Host Country**

The Host Country shall not assume any international responsibilities for actions or omissions made by the Secretariat at its territory.

**Article 25**

**Security Issues**

1. Nothing in this Agreement shall preclude the right of the Council of Ministers of the Host Country to apply all appropriate measures of protection in the interest of public security. Nothing in this Agreement shall prevent implementation of the laws of the Host Country, necessary for perseverance of health or public order.

2. Should the Council of Ministers of the Host Country consider necessary to apply provisions of the Paragraph 1 of this Article, and as soon as circumstances allow, it shall establish the connection with the Secretariat in order to make a joint decision on measures that might be necessary to protect the interests of the Secretariat.

3. The Secretariat shall be obligated to cooperate with authorities of the Host Country in order to prevent any impediment of public security due to an activity carried out by the Secretariat.

**II. FINAL PROVISIONS**

**Article 26**

**Settlement of Disputes**

All disputes regarding the interpretation or application of this Agreement shall be settled through consultations and negotiations between the DPPI SEE Parties.

**Article 27**

**Amendments**

1. This Agreement may be amended on a written proposal of any DPPI SEE Party.

2. Any such proposal shall be communicated by the Depository to all DPPI SEE Parties for consideration and approval.

3. DPPI SEE Parties shall notify Depository as soon as possible of their approval of the proposed amendments.

4. Amendments adopted by consensus in accordance with paragraph 3 of this Article shall enter into force in accordance with Article 28 of this Agreement.

**Article 28**

**Entry Into Force and Provisional Application**

1. This Agreement shall enter into force on the first day of the month following the date of the receipt by the Depository of the sixth notification of the DPPI SEE Parties, including of the Host Country, on the completion of their internal legal procedures necessary for the entry into force of this Agreement.

2. For each DPPI SEE Party that notifies the Depository on the completion of its internal legal procedures necessary for the entry into force of this Agreement after the date of its entry into force in accordance with paragraph 1 of this Article, this Agreement shall enter into force on the first day of the month following the date of the receipt by the Depository of that DPPI SEE Party´s notification.

3. This Agreement shall apply provisionally as of the date of its signing unless a DPPI SEE Party declares at the moment of signing of the Agreement that its internal legal requirements do not permit such provisional application. For any such DPPI SEE Party the Agreement shall enter into force on the date of its notification to the Depository.

**Article 29**

**Accession**

Upon its entry into force, this Agreement shall be open for accession to any DPPI SEE Party that acceded to the Memorandum of Understanding in accordance with its Article 13. For an acceding Party, this Agreement shall enter into force on the first day of the month following the date of the deposit of its instrument of accession with the Depository.

**Article 30**

**Duration and Termination**

1. This Agreement shall remain in force as long as the Memorandum of Understanding is in force.

2. The Council of Ministers of the Host Country shall be entitled to denounce this Agreement by notifying the Parties in written form. In that case, this Agreement shall terminate six (6) months from the date of the receipt of this notification by the Depository.

3. Each DPPI SEE Party may denounce this Agreement by a written notification to the Depository. In such a case, this Agreement shall terminate for that DPPI SEE Party on the first day of the month following the date of the receipt by the Depository of its notification.

4. Denunciation of the Memorandum of Understanding, in accordance with its Article 15 paragraph 2, shall be considered as the denunciation of this Agreement. In such a case, this Agreement shall terminate for the DPPI SEE Party concerned from the date on which the denunciation of the Memorandum of Understanding shall take effect for that DPPI SEE Party.

**Article 31**

**Depository**

1. The Council of Ministers of the Bosnia and Herzegovina shall act as the Depository of this Agreement.

2. The original of this Agreement shall be deposited with the Depository which shall provide the DPPI SEE Parties and the Secretariat with duly certified copies thereof.

IN WITNESS WHEREOF, the undersigned being duly authorized by their respective Governments, have signed this Agreement,

Done at Ankara, on 4th April 2018, in one original in English.

DPPI SEE Host Country Agreement

On behalf of the Government of the Republic of Bulgaria

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On behalf of the Government of the Republic of Macedonia

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On behalf of the Government of the Republic of Slovenia

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On behalf of the Government of the Republic of Turkey

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DPPI SEE Host Country Agreement

Done at Sarajevo on 4th July 2018

On behalf of the Government of the Republic of Croatia

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On behalf of the Government of Montenegro

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On behalf of the Government of Romania

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On behalf of the Government of the Republic of Serbia

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DPPI SEE Host Country Agreement

Done at Tirana on 20th September 2018

On behalf of the Government of the Republic of Albania

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DPPI SEE Host Country Agreement

Done at Sarajevo on 19th November 2018

On behalf of the Council of Ministers of Bosnia and Herzegovina

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**SPORAZUM**

**IZMEĐU**

**SAVETA MINISTARA BOSNE I HERCEGOVINE**

**I**

**VLADA OSTALIH STRANA INICIJATIVE ZA PREVENCIJU I SPREMNOST U SLUČAJU KATASTROFA ZA REGION JUGOISTOČNE EVROPE**

**O**

**DOGOVORIMA SA ZEMLJOM DOMAĆINOM O SEKRETARIJATU INICIJATIVE ZA PREVENCIJU I SPREMNOST U SLUČAJU KATASTROFA ZA REGION JUGOISTOČNE EVROPE**

Savet ministara Bosne i Hercegovine, s jedne strane, i ostale Strane Inicijative za prevenciju i spremnost u slučaju katastrofa za region Jugoistočne Evrope, s druge strane: Savet Ministara Republike Albanije i Vlade Republike Bugarske, Republike Hrvatske, Republike Makedonije, Crne Gore, Rumunije, Republike Slovenije, Republike Srbije, Republike Turske (u daljem tekstu kada se zajedno pominju: Strane DPPI SEE);

***Uviđajući*** napore koje Strane DPPI SEE ulažu u uspostavljanje bliže regionalne saradnje i odlučne da unaprede regionalno vlasništvo, pod političkim okriljem procesa SEECP, uz podršku Saveta za regionalnu saradnju;

***Nadovezujući se*** na opredeljenja sadržana u Memorandumu o razumevanju o institucionalnom okviru Inicijative za prevenciju i spremnost za katastrofe za region Jugoistočne Evrope koji su potpisali Savet ministara Albanije i Vlade Republike Bugarske, Republike Hrvatske, Republike Makedonije, Crne Gore, Republike Srbije, Republike Slovenije i Republike Turske u Sarajevu 28. novembra 2013. godine, Savet ministara Bosne i Hercegovine u Sarajevu 18. aprila 2014. godine i Vlada Rumunije u Sarajevu 19. novembra 2015. godine;

***Podsećajući*** da Memorandum o razumevanju o institucionalnom okviru Inicijative za prevenciju i spremnost za katastrofe za region Jugoistočne Evrope (2013) određuje da sedište Sekretarijata DPPI SEE bude u Sarajevu, Bosna i Hercegovina;

***Uviđajući*** iskazana opredeljenja Strana DPPI SEE da prihvate puno regionalno vlasništvo koje bi dodatno ohrabrilo postojeće i nove partnere da se uključe u regionalnu političku i tehničku saradnju u oblasti prevencije i spremnosti za katastrofe;

***U želji*** da urede pravni status, privilegije i imunitete koji su potrebni za rad i uspešno ostvarenje misije Sekretarijata DPPI SEE;

**dogovorile su se o sledećem:**

**I. OPŠTE ODREDBE**

**Član 1.**

**Definicije**

U svrhu ovog sporazuma:

a) „**Savet ministara**” znači Savet ministara Bosne i Hercegovine;

b) „**Ekspert**” znači lice koje obavlja privremeni posao za Sekretarijat a nije lice iz tačaka e) i g) ovog člana i može da se odnosi na osoblje koje su uputile Strane DPPI SEE ili na stažiste;

c) „**Šef Sekretarijata**” znači lice koje je postavljeno za šefa Sekretarijata DPPI SEE u Sarajevu;

d) „**Zemlja domaćin**” znači Bosna i Hercegovina;

e) „**Lokalno osoblje**“ znači zaposleni koji pružaju logističke usluge Sekretarijatu kao što su veb administrator, vozač, higijeničar i/ili drugo;

f) „**Memorandum o razumevanju**” znači Memorandum o razumevanju o institucionalnom okviru Inicijative za prevenciju i spremnost za katastrofe za region Jugoistočne Evrope koji je potpisan 28. novembra 2013. godine u Sarajevu;

g) „**Službenik**” znači član osoblja Sekretarijata, o čijem je dolasku obavešteno Ministarstvo spoljnih poslova zemlje domaćina, koji obavlja poslove u Sekretarijatu na bazi punog radnog vremena a nije lice iz tačke e) ovog člana;

h) „**Prostorije Sekretarijata**” znači zgrada uključujući pripadajuće zemljište, gde je smešten Sekretarijat i koja se koristi isključivo za potrebe Sekretarijata bez obzira na vlasništvo;

i) „**Predstavnik**” znači ovlašćeni predstavnik Strane DPPI SEE ili partnera DPPI SEE; i

j) „**Sekretarijat**” znači Sekretarijat DPPI SEE.

**Član 2.**

**Sedište**

1. Cilj ovog sporazuma je da se Sekretarijatu omogući da efikasno obavlja svoje operativne zadatke i poslove preko svog sedišta.

2. U skladu sa članom 7, stav 1, Memoranduma o razumevanju, sedište Sekretarijata je u Sarajevu, Bosna i Hercegovina.

**Član 3.**

**Pravni status**

1. Sekretarijat ima pravni subjektivitet i pravnu sposobnost neophodnu za obavljanje njegovih poslova kako bi zaključivao ugovore, sticao i raspolagao pokretnom i nepokretnom imovinom i pokretao postupke pred sudom u skladu sa zakonima zemlje domaćina.

2. Nadležni organi zemlje domaćina pomažu Sekretarijatu u postupku pribavljanja potrebnih dokumenata za regulisanje pravnog statusa Sekretarijata, kako bi se status ostvario u roku od 60 dana od potpisivanja ovog sporazuma.

**Član 4.**

**Sredstva za kancelariju koja obezbeđuje zemlja domaćin**

1. Savet ministara obezbeđuje Sekretarijatu za vreme trajanja ovog sporazuma, bez nadoknade, neophodna sredstva, uključujući pogodne i odgovarajuće prostorije u Sarajevu radi efikasnog vršenja njegovih poslova, opremu i nameštaj kao što je navedeno u ovom sporazumu.

2. Prostorije, uključujući opremu, nameštaj i usluge stavljaju se na raspolaganje potpisivanjem ovog sporazuma.

**Član 5.**

**Interni propisi Sekretarijata**

Sekretarijat može doneti potrebne interne propise u vezi sa sprovođenjem i organizovanjem svojih poslova, u skladu sa Memorandumom o razumevanju ili drugim merodavnim internim propisom.

**Član 6.**

**Vizuelni identitet**

1. Sekretarijat može isticati elemente koji predstavljaju vizuelni identitet DPPI SEE (npr. zastava, logo), koje je usvojio DPPI SEE, u svojim prostorijama i na motornim vozilima koja se koriste u službene svrhe.

2. Motorna vozila koja pripadaju Sekretarijatu imaju pravo na diplomatske tablice i odgovarajući status.

**Član 7.**

**Sloboda rada Sekretarijata**

Zemlja domaćin garantuje Sekretarijatu slobodu rada.

**Član 8.**

**Nepovredivost**

1. Prostorije Sekretarijata su nepovredive. Nadležni organi zemlje domaćina imaju pravo da uđu u prostorije Sekretarijata kako bi izvršili svoje zadatke isključivo uz saglasnost šefa Sekretarijata ili propisno ovlašćenih službenika Sekretarijata, pod uslovima o kojima se oni usaglase.

2. Savet ministara preduzima sve mere kako bi zaštitio prostorije Sekretarijata od upada ili nanošenja štete i da spreči povredu njegovog dostojanstva.

3. Evidencije i arhiva Sekretarijata kao i sva dokumentacija (uključujući računarske programe i fotografije) koja pripada Sekretarijatu ili je u njegovom posedu nepovredivi su.

**Član 9.**

**Izuzeće od sudskog postupka i izvršenja**

1. Sekretarijat uživa izuzeće od sudskog postupka i izvršenja u zemlji domaćinu, osim u slučaju:

a) kada nadležno telo DPPI SEE odobri ukidanje imuniteta od sudskog postupka. Ukidanje imuniteta od sudskog postupka ne smatra se važećim u odnosu na bilo koju meru izvršenja ili zadržavanja imovine;

b) protivtužbi koje su u direktnoj vezi sa postupkom koji je pokrenuo Sekretarijat;

c) ugovora o kupovini roba i usluga, pozajmice ili druge transakcije radi obezbeđenja sredstava, kao i jemstva ili nadoknade koja se odnosi na takvu transakciju ili drugu finansijsku obavezu;

d) parničnog postupka koji pokrene treća strana zbog smrti, materijalne štete ili telesne povrede koju u saobraćajnoj nesreći prouzrokuje motorno vozilo koje pripada Sekretarijatu ili se koristi u njegovo ime; i

e) radnih sporova.

2. Pokretna i nepokretna imovina Sekretarijata, bez obzira gde se nalazi i ko je drži u državi domaćinu, izuzima se od mera izvršenja, uključujući konfiskaciju, oduzimanje, zamrzavanje ili bilo koji drugi oblik izvršenja ili sekvestracije ili bilo koji drugi oblik lišavanja imovine na osnovu zakona zemlje domaćina.

**Član 10.**

**Komunikacija**

1. Službena komunikacija Sekretarijata ima isti tretman kao i komunikacija diplomatskih misija u zemlji domaćinu.

2. Sekretarijat može da koristi sva odgovarajuća sredstva komunikacije. Sekretarijat takođe ima pravo da šalje i prima korespondenciju preko propisno identifikovanih kurira ili u paketima koji imaju iste privilegije i uživaju ista izuzeća kao diplomatski kuriri ili diplomatski paketi.

3. Kada je propisno označena, službena korespondencija i druga službena komunikacija Sekretarijata ne sme se cenzurisati.

**Član 11.**

**Publikacije**

Uvoz i izvoz publikacija za potrebe Sekretarijata kao i drugog informativnog materijala koji Sekretarijat uvozi ili izvozi u sklopu svojih službenih aktivnosti, ne potpada ni pod kakva ograničenja.

**Član 12.**

**Komunalne usluge**

1. Nadležni organi zemlje domaćina dužni su da na zahtev Sekretarijata i pod pravičnim uslovima pruže komunalne usluge Sekretarijatu koje su mu potrebne za vršenje njegovih poslova, uključujući ali ne ograničavajući se na poštanske usluge, telefon, električnu energiju, vodu, kanalizaciju, gas, odnošenje smeća i protivpožarnu zaštitu.

2. Cene komunalnih usluga navedenih u stavu 1. ovog člana, na koje se ne odnosi član 4. stav 2, ne smeju premašiti najniže cene za takve usluge koje se odobravaju diplomatskim misijama u zemlji domaćinu.

3. U slučaju obustave ili najave obustave pružanja pomenutih komunalnih usluga, Sekretarijat ima isti prioritet kao i diplomatske misije, za potrebe svojih službenih poslova.

4. Na zahtev nadležnih organa zemlje domaćina, šef Sekretarijata je dužan da omogući propisno ovlašćenim predstavnicima kompanija koje pružaju komunalne usluge da provere, poprave, održavaju i premeste instalacije u prostorijama Sekretarijata, u odgovarajuće vreme i pod uslovima koji neće uticati na rad Sekretarijata.

**Član 13.**

**Oslobođenje od dažbina i poreza**

1. Sekretarijat, njegova novčana sredstva, prihodi i ostala imovina oslobađaju se od direktnih dažbina i poreza. Ovo oslobođenje se ne primenjuje na poreze i izdvajanja koji se smatraju porezima na komunalne usluge po fiksnim cenama, u skladu sa količinom pruženih usluga, koje se mogu odrediti, opisati i podeliti po stavkama.

2. Kad je reč o porezu na dodatu vrednost (u daljem tekstu: PDV) koji je uključen u cene ili se zasebno obračunava, oslobođenje se primenjuje samo na artikle kupljene za službenu upotrebu Sekretarijata, s tim što se takva roba kupljena za njegovu upotrebu, za koju važi oslobođenje u skladu sa ovom odredbom, ne sme prodavati, poklanjati ili na bilo koji drugi način otuđivati, osim pod uslovima dogovorenim sa Savetom ministara.

3. Sekretarijat se oslobađa svih državnih i lokalnih taksi ili naknada, osim taksi ili naknada koje su obračunate kao cena stvarno pruženih usluga.

4. Oslobođenje od PDV-a iz stava 2. ovog člana, kao i iz člana 17. stav 1. tačka d) i člana 18. stav 1. tačka d), stiče se kroz pravo na povraćaj PDV-a.

**Član 14.**

**Oslobođenje od carine**

Roba koja se uvozi ili izvozi za službene potrebe Sekretarijata oslobađa se plaćanja carina, poreza i naknada.

**Član 15.**

**Slobodno raspolaganje sredstvima i sloboda poslovanja**

U cilju obavljanja svojih poslova, Sekretarijat ima pravo da prima, drži, menja i vrši transfer svih novčanih sredstava, valuta, gotovog novca i drugih prenosivih vrednosti, da slobodno raspolaže istim i obavlja poslovnu delatnost bez ograničenja, u skladu sa zakonima države domaćina.

**Član 16.**

**Socijalno osiguranje**

Šef Sekretarijata, službenici i eksperti koji nisu državljani zemlje domaćina ili lica sa stalnim nastanjenjem, oslobađaju se plaćanja obaveznih doprinosa u vezi sa bilo kojom vrstom socijalnog osiguranja u zemlji domaćinu.

**Član 17.**

**Šef Sekretarijata i službenici**

1. Šef Sekretarijata i službenici u zemlji domaćinu uživaju sledeće privilegije i imunitete u zemlji domaćinu:

a) imunitet od sudskog postupka za izgovorene ili napisane reči, kao i za sve radnje koje izvrše službeno čak i kada prestanu da budu službenici Sekretarijata;

b) imunitet od pretresa i oduzimanja ličnog prtljaga;

c) nepovredivost službenih dokumenata, podataka i drugog materijala;

d) oslobođenje od poreza, uključujući PDV, doprinosa na plate, dohotke i naknade koje im Sekretarijat plaća za njihove usluge;

e) izuzeće od imigracionih ograničenja i obaveze da prijave sebe i članove porodice koji čine deo njihovog domaćinstva;

f) istu zaštitu i olakšice u pogledu repatrijacije za sebe i članove porodice koji čine deo njihovog domaćinstva kakve se dodeljuju službenicima odgovarajućeg ranga u diplomatskim misijama; i

g) pravo na uvoz za ličnu upotrebu, bez plaćanja carine i drugih poreza i naknada, pod uslovom da to nisu porezi na pružene komunalne usluge, kao i oslobođenje od uvoznih ograničenja i ograničenja uvoza i izvoza sledećeg:

i) svog nameštaja i ličnih stvari kada prvi put preuzimaju dužnost, za jednu ili više pojedinačnih pošiljki;

ii) jednog motornog vozila na svake četiri godine.

2. Otuđivanje uvezene robe, koja je izuzeta od plaćanja uvoznih carina, vrši se shodno propisima o carinskim, poreskim i drugim olakšicama koje uživaju strani diplomatski i konzularni predstavnici u zemlji domaćinu.

**Član 18.**

**Eksperti**

Eksperti uživaju sledeće privilegije i oslobođenja u zemlji domaćinu:

a) izuzeće od sudskog postupka u vezi sa izgovorenim ili napisanim rečima, kao i sa delima koja izvrše prilikom vršenja službenih dužnosti, čak i kada prestanu da budu eksperti;

b) izuzeće od provere i oduzimanja ličnog i službenog prtljaga;

c) nepovredivost službene dokumentacije, podataka i drugog materijala; i

d) oslobođenje od poreza, uključujući PDV, doprinosa na plate i dodatne pogodnosti i naknade koje im Sekretarijat plaća za njihove usluge u skladu sa važećim zakonima zemlje domaćina.

**Član 19.**

**Predstavnici**

Predstavnici uživaju sledeća izuzeća tokom perioda vršenja svojih dužnosti u zemlji domaćinu kao i tokom boravka na teritoriji zemlje domaćina:

a) izuzeće od sudskog postupka u vezi sa izgovorenim ili napisanim rečima, kao i sa delima koja izvrše prilikom vršenja službenih dužnosti, čak i kada prestanu da budu predstavnici;

b) izuzeće od provere i oduzimanja ličnog prtljaga;

c) nepovredivost službene dokumentacije, podataka i drugog materijala; i

d) izuzeće od imigracionih ograničenja.

**Član 20.**

**Državljani zemlje domaćina i lica sa stalnim nastanjenjem**

Šef Sekretarijata, službenici i eksperti koji su državljani zemlje domaćina ili lica sa stalnim nastanjenjem nemaju pravo na privilegije i imunitete navedene u članu 17. stav 1. tačke a), b), c) i d) ovog sporazuma.

**Član 21.**

**Lokalno osoblje**

Sekretarijat ima pravo da angažuje lokalno osoblje u skladu sa zakonima zemlje domaćina.

**Član 22.**

**Svrha privilegija i oslobođenja**

1. Privilegije i imuniteti na osnovu ovog sporazuma dodeljuju se u interesu Sekretarijata, a ne za ličnu korist samih pojedinaca.

2. Njihova svrha je isključivo da omoguće slobodu delovanja Sekretarijata u svim okolnostima kao i potpunu nezavisnost pomenutih lica u obavljanju njihovih dužnosti za Sekretarijat.

**Član 23.**

**Obaveštavanje**

1. Sekretarijat obaveštava Ministarstvo spoljnih poslova zemlje domaćina o imenima šefa Sekretarijata, službenika i članova njihovih porodica odmah ili najkasnije u roku od pet radnih dana od datuma njihovog dolaska. Sekretarijat takođe obaveštava o prestanku mandata šefa Sekretarijata, ili bilo kog službenika i, po potrebi, o tome da neko lice nije više član njihove porodice.

2. Ministarstvo spoljnih poslova zemlje domaćina izdaje odgovarajuće identifikacione isprave šefu Sekretarijata, službenicima i članovima njihovih porodica koji nisu državljani zemlje domaćina ni lica sa stalnim nastanjenjem u zemlji domaćinu.

3. Sekretarijat ne obaveštava Ministarstvo spoljnih poslova o imenima eksperata. Na eksperte se primenjuju imigraciona ograničenja i obaveza da se prijave u Službi za poslove stranaca u Ministarstvu bezbednosti u skladu sa važećim zakonima zemlje domaćina.

**Član 24.**

**Nepreuzimanje odgovornosti od strane zemlje domaćina**

Zemlja domaćin ne preuzima nikakvu međunarodnu odgovornost za radnje ili propuste Sekretarijata na svojoj teritoriji.

**Član 25.**

**Pitanja bezbednosti**

1. Ništa u ovom sporazumu ne ometa pravo Saveta ministra zemlje domaćina da primeni odgovarajuće mere zaštite u interesu javne bezbednosti. Ništa u ovom sporazumu ne sprečava sprovođenje zakona zemlje domaćina koji su neophodni za očuvanje zdravlja ili javnog reda.

2. Ukoliko Savet ministara zemlje domaćina smatra da je neophodno primeniti odredbe stava 1. ovog člana, i čim to okolnosti dozvole, Savet uspostavlja vezu sa Sekretarijatom radi donošenja zajedničke odluke o merama koje mogu biti neophodne da se zaštite interesi Sekretarijata.

3. Sekretarijat je dužan da sarađuje sa vlastima zemlje domaćina kako bi se sprečilo bilo kakvo ugrožavanje javne bezbednosti usled neke aktivnosti Sekretarijata.

**II. ZAVRŠNE ODREDBE**

**Član 26.**

**Rešavanje sporova**

Svi sporovi u vezi sa tumačenjem ili sprovođenjem ovog sporazuma rešavaju se putem konsultacija i pregovora između Strana DPPI SEE.

**Član 27.**

**Izmene i dopune**

1. Ovaj sporazum može se menjati i dopunjavati na osnovu pisanog predloga bilo koje Strane DPPI SEE.

2. Depozitar dostavlja svaki takav predlog svim Stranama DPPI SEE na razmatranje i odobravanje.

3. Strane DPPI SEE obaveštavaju depozitara u što kraćem roku o tome da li odobravaju predložene izmene i dopune.

4. Izmene i dopune usvojene konsenzusom u skladu sa stavom 3. ovog člana stupaju na snagu u skladu sa članom 28. ovog sporazuma.

**Član 28.**

**Stupanje na snagu i privremena primena**

1. Ovaj sporazum stupa na snagu prvog dana meseca koji sledi nakon datuma kada depozitar primi šesto obaveštenje Strana DPPI SEE, uključujući zemlju domaćina, o ispunjenju njihovih unutrašnjih pravnih procedura potrebnih za stupanje na snagu ovog sporazuma.

2. Za svaku Stranu DPPI SEE koja obavesti depozitara o ispunjenju svojih unutrašnjih pravnih procedura potrebnih za stupanje na snagu ovog sporazuma nakon datuma njegovog stupanja na snagu u skladu sa stavom 1. ovog člana, ovaj sporazum stupa na snagu prvog dana meseca koji sledi nakon datuma kada depozitar primi obaveštenje te Strane DPPI SEE.

3. Ovaj sporazum se privremeno primenjuje od dana potpisivanja osim ako Strana DPPI SEE izjavi, u trenutku potpisivanja Sporazuma, da njeni unutrašnji pravni propisi ne dozvoljavaju privremenu primenu. Za tu Stranu DPPI SEE Sporazum stupa na snagu na dan obaveštavanja depozitara.

**Član 29.**

**Pristupanje**

Nakon stupanja na snagu, ovaj sporazum je otvoren za pristupanje bilo koje Strane DPPI SEE koja je pristupila Memorandumu o razumevanju u skladu sa njegovim članom 13. Za Stranu koja pristupa ovaj sporazum stupa na snagu prvog dana meseca koji sledi nakon datuma deponovanja njenog instrumenta pristupanja kod depozitara.

**Član 30.**

**Trajanje i prestanak važenja**

1. Ovaj sporazum ostaje na snazi onoliko dugo koliko i Memorandum o razumevanju.

2. Savet ministara zemlje domaćina ima pravo da otkaže ovaj sporazum obaveštavajući Strane o tome pisanim putem. U tom slučaju, ovaj sporazum prestaje da važi šest (6) meseci od datuma kada depozitar primi takvo obaveštenje.

3. Svaka Strana DPPI SEE može otkazati ovaj sporazum putem pisanog obaveštenja upućenog depozitaru. U tom slučaju, za tu Stranu DPPI SEE ovaj sporazum prestaje da važi prvog dana meseca koji sledi nakon datuma kada depozitar primi njeno obaveštenje.

4. Otkaz Memoranduma o razumevanju, u skladu sa njegovim članom 15, stav 2, smatra se otkazom ovog sporazuma. U tom slučaju, za tu Stranu DPPI SEE ovaj sporazum prestaje da važi od dana kada otkaz Memoranduma o razumevanju stupi na snagu za tu Stranu DPPI SEE.

**Član 31.**

**Depozitar**

1. Savet ministara Bosne i Hercegovine postupa kao depozitar ovog sporazuma.

2. Original ovog sporazuma se deponuje kod depozitara koji Stranama DPPI SEE i Sekretarijatu daje propisno overene kopije istog.

U POTVRDU TOGA, dole potpisani propisno ovlašćeni punomoćnici svojih Vlada, potpisali su ovaj sporazum.

Sačinjeno u Ankari, dana 4. aprila 2018. godine, u jednom originalnom primerku na engleskom jeziku.

*U ime Vlade Republike Bugarske*

*........................................*

*U ime Vlade Republike Makedonije*

*........................................*

*U ime Vlade Republike Slovenije*

*........................................*

*U ime Vlade Republike Turske*

*........................................*

Potpisano u Sarajevu, dana 4. jula 2018.

*U ime Vlade Republike Hrvatske*

*........................................*

*U ime Vlade Crne Gore*

*........................................*

*U ime Vlade Rumunije*

*........................................*

*U ime Vlade Republike Srbije*

*........................................*

Potpisano u Tirani, dana 20. septembra 2018.

*U ime Vlade Republike Albanije*

*........................................*

Potpisano u Sarajevu, dana 19. novembra 2018.

*U ime Saveta ministara Bosne i Hercegovine*

*........................................*

Član 3.

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