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UREDBO O RATIFIKACIJI OKVIRNEGA SPORAZUMA MED VLADO REPUBLIKE SLOVENIJE IN KOMISIJO EVROPSKIH SKUPNOSTI O URESNIČEVANJU UKREPOV O FINANČNEM, TEHNIČNEM IN DRUGIH OBLIKAH SODELOVANJA

1. člen

Ratificira se Okvirni sporazum med Vlado Republike Slovenije in Komisijo Evropskih skupnosti o uresničevanju ukrepov o finančnem, tehničnem in drugih oblikah sodelovanja, podpisan v Bruslju 7. oktobra 1992.

2. člen

Sporazum se v izvorniku v angleškem jeziku in v slovenskem prevodu glasi:

FRAMEWORK AGREEMENT

The Commission of the European Communities, hereinafter referred to as "THE COMMISSION", acting for and on behalf of the European Economic Community, hereinafter referred to as "the Community"

of the one part, and

The Government of Slovenia, acting on behalf of the Republic of Slovenia, hereinafter referred to as Slovenia, of the other part,

and together, jointly referred to as "the Contracting Parties"

Whereas Slovenia is eligible to be a recipient under the Community's aid programme PHARE as provided for in the European Community Council Regulation n^o 3906/89 of 18th December 1989 as last amended by Regulation n^o 2334/92 of 11th August 1992,

Whereas it is fitting that the technical, legal and administrative framework within which MEASURES financed in Slovenia under the Community's aid programme shall be executed, should be laid down,

Have agreed as follows:

Article 1

In order to promote cooperation between the Contracting Parties with a view to supporting the process of economic and social reform in Slovenia, the Contracting Parties agree to implement MEASURES in the field of financial, technical, and other forms of cooperation as specified in the said Regulation, which shall be financed and implemented within the technical, legal and administrative framework laid down in this Agreement. The specific details of each MEASURE (or set of MEASURES) shall be set out in a memorandum to be agreed between the Contracting Parties (hereinafter referred to as "the financing memorandum"), a model of which is provided in annex C.

OKVIRNI SPORAZUM

Komisija Evropskih skupnosti, v nadaljnjem besedilu »KOMISIJA«, ki deluje za Evropsko gospodarsko skupnost in v njenem imenu, v nadaljnjem besedilu »Skupnost«,

na eni strani, in

Vlada Slovenije, ki deluje v imenu Republike Slovenije, v nadaljnjem besedilu »Slovenija«,

na drugi strani,

v nadaljnjem besedilu skupno imenovani »pogodbenci«,

sta se

glede na to, da je Slovenija primerna kot prejemnica pomoči iz programa Skupnosti PHARE, predvidenega z uredbo Sveta Evropske skupnosti št. 3906/89 z dne 18. decembra 1989, ki je bila zadnjič dopolnjena z uredbo št. 2334/92 z dne 11. avgusta 1992,

glede na to, da je primerno določiti tehnični, pravni in upravni okvir za izvajanje UKREPOV, ki se v Sloveniji financirajo iz programa pomoči Skupnosti,

dogovorili o naslednjem:

1. člen

Da bi pospešili sodelovanje med pogodbenicama in z namenom podpreti proces gospodarske in družbene preobrazbe v Sloveniji, pogodbenici skleneta, da bosta uresničili UKREPE o finančnem, tehničnem in drugih oblikah sodelovanja, navedenih v omenjeni uredbi, ki se bodo financirali in uresničevali v tehničnem, pravnem in upravnem okviru, kot je določeno v tem sporazumu. Podrobnosti vsakega UKREPA (ali svežnja UKREPOV) bodo določene v memorandumu, o katerem se bosta dogovorili pogodbenici (v nadaljnjem besedilu »memorandum o financiranju«), vzorec katerega je v prilogi C.

Slovenia takes all necessary steps in order to ensure the proper execution of all measures.

Article 2

Each MEASURE which is financed within the framework of this Agreement shall be implemented in accordance with the General Conditions set out in Annex A hereto, which shall be deemed to be incorporated in each financing memorandum. The financing memorandum may vary or supplement the General conditions as may be necessary for the implementation of the measure in question.

Article 3

For matters relating to the MEASURES financed within the framework of this Agreement, the COMMISSION shall be represented in Slovenia by its Delegation in Ljubljana once it is established which shall ensure, on behalf of the COMMISSION, that the MEASURE is executed in accordance with sound financial and technical practices.

Article 4

When the Contracting Parties so agree, the COMMISSION may delegate all or part of its responsibility for implementation of a MEASURE to a third party.

In that event the terms and conditions of such delegation shall be set forth in an agreement to be concluded between the COMMISSION and the third party, subject to the consent of the Government of Slovenia.

Article 5

Any dispute relating to this Agreement which cannot be resolved by consultation shall be settled according to the arbitration procedure referred to in Annex B.

Article 6

This Agreement is drawn up in the English language in two original copies.

Article 7

This Agreement shall enter into force on the day the Contracting Parties inform each other of its approval in accordance with the existing internal legislation or procedure of each of the Parties. The Agreement shall continue to be in force for an indefinite period unless terminated upon written notification by one of the Contracting Parties to the other.

On termination of this Agreement any MEASURE still in the course of execution shall be carried out to its completion in accordance with the terms of the financing memorandum relating thereto, and of the General Conditions set out herein.

Article 8

The provisions of this Agreement shall also apply to technical cooperation and other operations convened between the Contracting Parties which by their nature are not covered by a specific memorandum financed under the PHARE aid programme at the request of the Government of Slovenia.

The Annexes shall be deemed an integral part of this Agreement.

Slovenija bo storila vse potrebno, da zagotovi ustrezno uresničevanje vseh ukrepov.

2. člen

Vsak UKREP, ki se financira v okviru tega sporazuma, se bo uresničeval v skladu s splošnimi pogoji, navedenimi v prilogi A k temu sporazumu, ki se štejejo kot sestavni del vsakega memoranduma o financiranju. Memorandum o financiranju lahko spreminja ali dopolnjuje splošne pogoje, če je to potrebno za uresničevanje določenega ukrepa.

3. člen

V zadevah, ki se nanašajo na UKREPE, financirane po tem sporazumu, bo KOMISIJO v Sloveniji zastopala njena delegacija v Ljubljani, ko bo ustanovljena, kar bo v imenu KOMISIJE zagotavljalo, da se bo UKREP uresničeval v skladu z ustrezno finančno in tehnično prakso.

4. člen

Če se bosta pogodbenici tako dogovorili, lahko KOMISIJA vso ali del svoje odgovornosti za uresničevanje UKREPA prenese na tretjega.

V tem primeru bodo določbe in pogoji omenjenega prenosa odgovornosti določeni v sporazumu, sklenjenem med KOMISIJO in tretjim, v soglasju z Vlado Slovenije.

5. člen

Vsak spor v zvezi s tem sporazumom, ki ga ni moč rešiti s posvetovanjem, se bo reševal v skladu z arbitražnim postopkom, navedenim v prilogi B.

6. člen

Ta sporazum je sestavljen v angleškem jeziku v dveh izvornikih.

7. člen

Ta sporazum začne veljati z dnem, ko pogodbenici obvestita druga drugo o odobritvi v skladu z obstoječo notranjo zakonodajo ali postopkom vsake od njiju. Sporazum bo veljal za nedoločen čas, razen če ga ena od pogodbenic ne odpove s pisnim obvestilom drugi.

S prenehanjem tega sporazuma bo vsak že začeti UKREP, ki se še izvaja, dokončan v skladu z ustreznimi določbami memoranduma o financiranju in splošnimi pogoji tega sporazuma.

8. člen

Določbe tega sporazuma bodo veljale tudi za tehnično sodelovanje in druge dejavnosti, dogovorjene med pogodbenicama, ki zaradi svoje narave niso zajete v posebnem memorandumu, financiranem v okviru programa pomoči PHARE na prošnjo Vlade Slovenije.

Priloge so sestavni del tega sporazuma.

Done at Brussels on the 7th day of October in the year one thousand nine hundred and ninety two.

Sestavljeno v Bruslju, dne 7. oktobra leta tisoč devetsto dvaindevetdeset.

THE GOVERNMENT
OF SLOVENIA
Prof. **Peter Tancig**, (s)
Minister of Science
and Technology

THE COMMUNITY
Mr. **Andriessen**, (s)
Vice-President

VLADA SLOVENIJE
prof. **Peter Tancig**, l. r.
minister za znanost
in tehnologijo

SKUPNOST
g. **Andriessen**, l. r.
podpredsednik

ANNEX A

GENERAL CONDITIONS RELATING TO FINANCING MEMORANDA

In these General Conditions the term "THE RECIPIENT" shall be understood as referring to the Government of the Republic of Slovenia.

TITLE I - FINANCING OF PROJECTS

Article 1 - Commitment of the Community

The commitment of the Community, hereinafter referred to as "the EEC Grant", the amount of which is laid down in the financing memorandum, shall determine the limit within which commitment and execution of payments shall be carried out through duly approved contracts and estimates.

Any expenditure over and above the EEC Grant shall be borne by THE RECIPIENT.

Article 2 - Availability of the EEC Grant

Where the execution of a MEASURE depends on financial commitments from THE RECIPIENT'S own resources or from other sources of funds, the EEC Grant shall become available at such time as the financial commitments of THE RECIPIENT and/or the other sources of funds, as set out in the financing memorandum, themselves become available.

Article 3 - Disbursement

1. Within the limit set on the EEC Grant, requests for funds in the form of a summary sheet shall be represented to the COMMISSION Delegation by THE RECIPIENT in accordance with the schedule set out in the financing memorandum. Documentary evidence relating to payments made in respect of THE MEASURE shall be made available in support of the request for funds, where the Commission so requires.

2. However, certain contracts within MEASURES may provide for direct payment by THE COMMISSION to the contractors. Each contract shall lay down the rate and time of such payments, together with the documentary evidence to be produced.

3. Further, in MEASURES executed on the basis of prepared estimates, a first payment instalment which, save where the financing memorandum otherwise provides, shall not exceed 20% of the amount of the estimate approved by THE COMMISSION, may be made in favour of THE RECIPIENT in order to facilitate the launching of THE MEASURE.

Other payment instalments shall be made available, at the request of THE RECIPIENT, subject to the same conditions set out in paragraph 1 above.

PRILOGA A

SPLOŠNI POGOJI MEMORANDUMOV O FINANCIRANJU

V teh Splošnih pogojih izraz »PREJEMNIK« pomeni Vlado Republike Slovenije.

I. DEL - FINANCIRANJE PROJEKTOV

1. člen - Obveznost Skupnosti

Obveznost Skupnosti, v nadaljnjem besedilu »dotacija EGS«, katere znesek je naveden v memorandumu o financiranju, pomeni zgornjo vrednost, v mejah katere se bo uresničevala obveznost in se bodo izvrševala plačila na podlagi ustreznih odobrenih pogodb in predračunov.

Vsak strošek, ki bo presegal vrednost dotacije EGS, bo kriil PREJEMNIK.

2. člen - Razpoložljivost dotacije EGS

Kjer je uresničevanje UKREPA odvisno od finančnih obveznosti iz PREJEMNIKOVH lastnih sredstev ali iz drugih virov sredstev, bo dotacija EGS dana na voljo takrat, ko bodo na voljo tudi finančne obveznosti PREJEMNIKA in/ali drugi viri sredstev, navedeni v memorandumu o financiranju.

3. člen - Izplačilo

1. V okviru zgornje vrednosti dotacije EGS bo PREJEMNIK pošiljal delegaciji KOMISIJE zaprosila za sredstva v obliki zbirne tabele v skladu z dinamiko, določeno v memorandumu o financiranju. Kadar to zahteva KOMISIJA, se priloži zaprosilo za sredstva dokumentarna dokazila o plačilih v zvezi s posameznim UKREPOM.

2. Vendar pa so v določenih pogodbah o uresničevanju UKREPOV lahko predvidena neposredna plačila KOMISIJE posameznim izvajalcem. Vsaka pogodba mora določati višino in roke takih plačil skupaj z dokumentarnimi dokazili, ki jih je potrebno predložiti.

3. Dalje, pri UKREPIH, ki se uresničujejo na podlagi pripravljenih predračunov, bo prvi plačilni obrok, ki, razen če memorandum o financiranju ne določa drugače, ne sme presežati 20% vsote predračuna, ki ga je potrdila KOMISIJA, lahko izplačan v dobro PREJEMNIKA, da se olajša začetek izvajanja UKREPA.

Drugi plačilni obroki bodo dani na razpolago po zaprosilu PREJEMNIKA pod enakimi pogoji, kot jih predvideva 1. odstavek tega člena.

TITLE II - PROCUREMENT

Article 4 - General

The procedure to be followed for the conclusion of works, supplies, and technical cooperation contracts, shall be laid down in the financing memorandum following the principles set out below.

Article 5 - Conditions of Participation

1. Save under the conditions of article 6, THE COMMISSION and THE RECIPIENT take the MEASURES necessary to ensure equality of conditions for participation in the contracts, in particular by publication, in due time, of invitations to tender. Such publication is to be made for the Community at least in the Official Journal of the European Communities and for the beneficiary states in the appropriate official journal.

2. General conditions of contracts shall be drawn up in conformity with the models in international use, such as the General Regulations and Conditions for supply contracts financed from PHARE funds.

Article 6 - Derogation from Standard Procedures

Where the urgency of the situation is recognized or where justified on account of the nature, minor importance, or particular characteristics of certain MEASURES, (for example two stage financing operations, multi-phased operations, particular technical specifications, etc.), and related contracts, THE RECIPIENT may, in agreement with THE COMMISSION, exceptionally authorize:

- the placing of contracts after restricted invitations to tender;
- the conclusion of contracts by direct agreement;
- the performance of contracts through public works departments.

Such derogation shall be laid down in the financing memorandum.

Article 7 - Award of Works and Supplies Contracts

THE COMMISSION and THE RECIPIENT shall ensure that for every operation, the offer selected is economically the most advantageous, particularly in view of the qualifications and guarantees offered by the tenderers, the cost and quality of the services, the nature and conditions for execution of the works or supplies, their cost of utilization and technical value.

Results of the invitations to tender shall be published in the Official Journal of the European Communities as quickly as possible.

Article 8 - Technical Cooperation Contracts

1. Technical Cooperation contracts, which may take form of studies, supervision of works or technical assistance contracts, shall be concluded after direct negotiation with the consultant or when technical, economic or financial reasons so justify, following invitation to tender.

2. Contracts shall be drawn up, negotiated and concluded either by THE RECIPIENT or by THE COMMISSION when the financing memorandum so provides.

3. Where contracts are to be drawn up, negotiated and concluded by THE RECIPIENT, THE COMMISSION shall put forward a short list of one or more candidates on the basis of criteria guaranteeing their qualifications, experience and independence and taking into account their availability for the project in question.

II. DEL - NABAVA

4. člen - Splošno

Postopek za sklepanje pogodb o izvedbenih delih, dobavah in tehničnem sodelovanju bo določen v memorandumu o financiranju v skladu z načeli, podanimi v nadaljevanju.

5. člen - Pogoji udeležbe

1. Razen pod pogoji 6. člena bosta KOMISIJA in PREJEMNIK poskrbela za zagotovitev enakih pogojev udeležbe v pogodbah predvsem s pravočasno objavo javnega natečaja. Natečaj je treba, ko gre za Skupnost, objaviti vsaj v Uradnem listu Evropskih skupnosti, ko gre za države uporabnice, pa v ustreznem uradnem listu.

2. Splošni pogodbeni pogoji bodo določeni v skladu z ustaljenimi mednarodnimi vzorci, kot so Splošni predpisi in pogoji za pogodbe o nabavah, ki se financirajo iz sredstev PHARE.

6. člen - Odstopanja od standardnih postopkov

V priznanih nujnih primerih ali če vrsta, manjši pomen oziroma posebne značilnosti določenih UKREPOV (npr. dvofazno financiranje, večfazne operacije, posebne tehnične specifikacije, itd.) in z njimi povezanih pogodb to upravičujejo, PREJEMNIK, v dogovoru s KOMISIJO, izjemoma lahko odobri:

- izbor izvajalcev na podlagi zaprtih natečajev;
- sklepanje pogodb z neposrednim dogovorom;
- izvajanje pogodb prek javnih izvajalskih podjetij.

Taka odstopanja od standardnih postopkov morajo biti navedena v memorandumu o financiranju.

7. člen - Dodeljevanje pogodb o izvedbi del in dobav

KOMISIJA in PREJEMNIK bosta zagotovila, da bo za vsako dejavnost izbrana gospodarno najugodnejša ponudba, zlasti v pogledu usposobljenosti in garancij ponudnikov, cene in kakovosti storitev, načina in pogojev za izvedbo del ali dobav, stroškov uporabe in tehnične vrednosti.

Rezultate natečajev je treba čimprej objaviti v Uradnem listu Evropskih skupnosti.

8. člen - Pogodbe o tehničnem sodelovanju

1. Pogodbe o tehničnem sodelovanju, ki so lahko pogodbe o študijah, nadzoru del ali tehnični pomoči, se sklepajo po neposrednih pogajanjih s svetovalcem ali po opravljenem natečaju, kadar je to iz tehničnih, gospodarskih ali finančnih razlogov opravičljivo.

2. Pogodbe sestavljata, se o njih pogajata in jih sklepata bodisi PREJEMNIK bodisi KOMISIJA, če je v memorandumu o financiranju tako predvideno.

3. Če bo pogodbe sestavljala, se o njih pogajal in jih sklepal PREJEMNIK, bo KOMISIJA predložila kratek seznam enega ali več kandidatov na podlagi meril, ki zagotavljajo usposobljenost, izkušnje in samostojnost teh kandidatov ter upoštevajo njihovo razpoložljivost za določeni projekt.

4. When there is to be a direct negotiation procedure and THE COMMISSION has proposed several candidates, THE RECIPIENT may freely choose the candidate with which it intends to conclude the contract from among those put forward.

5. When there is recourse to a tendering procedure, the contract shall be awarded to the candidate which has submitted the offer which is acknowledged by THE RECIPIENT and THE COMMISSION to be economically the most advantageous.

TITLE III – GRANT OF FACILITIES

Article 9 – General Privileges

Personnel taking part in Community financed MEASURES and members of their immediate family may be accorded no less favourable benefits, privileges and exemptions than those usually accorded to other expatriates employed in the state of THE RECIPIENT under any other bilateral or multinational agreement or arrangements for economic assistance and technical cooperation programmes.

Article 10 – Establishment, Installation, Entry and Residence Facilities

In the case of works, supply or service contracts, natural or legal persons eligible to participate in tendering procedures shall be entitled to temporary installation and residence where the importance of the contract so warrants. This right shall be acquired only after the invitation to tender has been issued and shall be enjoyed by the technical staff needed to carry out studies preparatory to the drawing up of tenders; it shall elapse one month after the contractor is designated.

THE RECIPIENT shall permit personnel taking part in works, supplies or services contracts financed by the Community, and members of their immediate family, to enter the state of THE RECIPIENT, to establish themselves in the State, to work there and to leave the said State, as the nature of the contract so justifies.

Article 11 – Import and Re-export of Equipment

THE RECIPIENT shall grant the permits necessary for the importation of professional equipment required to execute THE MEASURE, subject to existing laws, rules and regulations of THE RECIPIENT.

THE RECIPIENT shall further grant natural and legal persons who have executed works, supplies or services contracts the permits required to re-export the said equipment.

Article 12 – Imports and Exchange Control

For the execution of MEASURES, THE RECIPIENT undertakes to grant import authorizations and authorizations for the acquisition of the foreign exchange, and to apply national exchange control regulations without discrimination between Member States of the Community, Albania, Bulgaria, Czechoslovakia, Estonia, Hungary, Latvia, Lithuania, Poland, Romania and Slovenia.

THE RECIPIENT shall grant the permits necessary to repatriate funds received in respect of THE MEASURE, in accordance with the foreign exchange control regulations in force in the state of THE RECIPIENT.

4. Če bo šlo za postopek neposrednega pogajanja in je KOMISIJA predlagala več kandidatov, bo PREJEMNIK lahko prosto izbral tistega izmed predlaganih kandidatov, s katerim namerava skleniti pogodbo.

5. Pri natečajnem postopku se pogodba dodeli kandidatu, ki je predložil ponudbo, ki sta jo PREJEMNIK in KOMISIJA spoznala za gospodarno najugodnejšo.

III. DEL – ODOBRAVANJE UGODNOSTI

9. člen – Splošni privilegiji

Osebe, ki sodeluje pri izvajanju UKREPOV, ki jih financira Skupnost, in člani njihovih najožjih družin, so lahko deležni enakih ugodnosti, privilegijev in oprostitev, kot se običajno priznavajo drugim tujim delavcem, zaposlenim v državi PREJEMNIKA na podlagi kakršnihkoli drugih dvostranskih ali večstranskih sporazumov ali aranžmajev o gospodarski pomoči in programih tehničnega sodelovanja.

10. člen – Ugodnosti pri namestitvi, nastanitvi, vstopu in bivanju

Pri pogodbah o izvedbenih delih in opravljanju dobav ali storitev bodo fizične ali pravne osebe, ki lahko sodelujejo v natečajnem postopku, imele pravico dočasne namestitve in bivanja, če pomembnost pogodbe to upravičuje. Omenjeno pravico bodo ponudniki pridobili šele po objavi natečaja, uživalo pa jo bo tehnično osebje, potrebno za izvajanje pripravljalnih študij za izdelavo ponudbe; ta pravica preneha en mesec po imenovanju izvajalca.

PREJEMNIK bo osebju, ki bo sodelovalo pri pogodbah o izvajanju del, o dobavah ali o opravljanju storitev, ki jih financira Skupnost, in članom njihove najožje družine dovolil vstop v državo PREJEMNIKA, namestitve in delo v državi ter odhod iz države, če to opravičuje narava pogodbe.

11. člen – Uvoz in ponovni izvoz opreme

PREJEMNIK bo izdal dovoljenja za uvoz specialne opreme, potrebne za izvajanje UKREPA, v skladu z obstoječo zakonodajo in predpisi PREJEMNIKA.

PREJEMNIK bo fizičnim in pravnim osebam, udeležnim pri izpolnjevanju pogodb o izvajanju del, o dobavah ali o izvajanju storitev, izdal dovoljenja tudi za ponovni izvoz omenjene opreme.

12. člen – Nadzor nad uvozom in devizni nadzor

PREJEMNIK se zavezuje, da bo za izvajanje UKREPOV odobril uvozna dovoljenja in dovoljenja za nakup deviz ter brez razlikovanja med državami članicami Skupnosti, Albanijo, Bolgarijo, Češkoslovaško, Estonijo, Madžarsko, Latvijo, Litvo, Poljsko, Romunijo in Slovenijo spoštoval državne predpise o deviznem nadzoru.

PREJEMNIK bo odobril dovoljenja za repatriacijo sredstev, pridobljenih z izpolnjevanjem UKREPA, v skladu s predpisi o deviznem nadzoru, ki veljajo v državi PREJEMNIKA.

Article 13 - Taxation and Customs

1. Taxes, customs and import duties shall not be financed out of the EEC Grant.

2. Imports under supply contracts concluded by the authorities of THE RECIPIENT and financed out of the EEC Grant shall be allowed to enter the state of THE RECIPIENT without being subject to customs duties, import duties, taxes or fiscal charges having equivalent effect.

- The RECIPIENT shall ensure that the imports concerned will be released from the point of entry for delivery to the contractor as required by the provisions of the contract and for immediate use as required for the normal implementation of the contract, without regard to any delays or disputes over the settlement of the abovementioned duties, taxes or charges.

- Where a supply contract financed out of the EEC grant involves a product originating in Slovenia, the contract shall be concluded on the basis of the ex-works price of the supplies in question, to which shall be added the internal fiscal charges applicable in Slovenia to those supplies.

3. Contracts financed out of the EEC Grant shall not be subject in the state of THE RECIPIENT to documentary stamp or registration duties or fiscal charges having equivalent effect, whether such exist or are to be instituted.

4. Natural and legal persons, including expatriate staff, from the Member States of the European Community executing technical cooperation contracts financed out of the EEC Grant shall be exempted from business and income tax in the state of THE RECIPIENT.

5. Personal and household effects imported for personal use by natural persons (and members of their immediate families), other than those recruited locally, engaged in carrying out tasks defined in technical cooperation contracts shall be exempt from customs duties, import duties, taxes and other fiscal charges having equivalent effect, the said personal and household effects being either re-exported or disposed of in the state in accordance with the regulations in force in the state of THE RECIPIENT after termination of the contract.

6. Natural and legal persons importing professional equipment, as provided for in Article 11, shall, if they so request, benefit from the system of temporary admission as defined by the national legislation of THE RECIPIENT in respect of the said equipment.

TITLE IV - EXECUTION OF CONTRACTS**Article 14 - Origin of Supplies**

THE RECIPIENT agrees that, save when otherwise authorized by THE COMMISSION, materials and supplies required for execution of contracts must originate in the Community, Albania, Bulgaria, Czechoslovakia, Estonia, Hungary, Latvia, Lithuania, Poland, Romania and Slovenia.

Article 15 - Payment Procedures

1. For contracts financed out of the EEC grant, tenders shall be drawn up and payments made, either in European Currency Units (ECU), or in accordance with the foreign exchange laws and regulations of the RECIPIENT in the currency of THE RECIPIENT, or in the currency of the state where the tenderer has his registered place of business, or in the currency of the state where the supplies were produced.

13. člen - Obdavčitev in carina

1. Davki, carine in uvozne dajatve se ne smejo financirati iz dotacije EGS.

2. Blago, uvoženo po pogodbah o dobavah, ki so jih sklenili organi PREJEMNIKA, njihovo financiranje pa zagotavlja dotacija EGS, bo lahko vstopilo v državo PREJEMNIKA brez plačila carine, uvoznih dajatev, taks ali davščin, ki imajo enakovreden učinek.

- PREJEMNIK bo zagotovil prost prehod uvoženega blaga od kraja vstopa v državo za dostavo izvajalcu v skladu s pogodbenimi določbami in za takojšnjo uporabo, če se to zahteva za normalno uresničevanje pogodbe, ne glede na zastoje ali spore v zvezi s plačilom omenjene carine, davkov ali dajatev.

- Če bo določena pogodba o dobavi, ki se financira iz dotacije EGS, vključevala izdelek slovenskega izvora, bo pogodba sklenjena po tovarniški ceni tega izdelka, h kateri bodo dodani domači davki, veljavni v Sloveniji za te izdelke.

3. Za pogodbe, financirane iz dotacije EGS, v državi PREJEMNIKA ne bo treba plačevati kolkovin, vpisnih stroškov ali davčnih dajatev z enakim učinkom, če te dajatve obstajajo ali naj bi bile uvedene.

4. Fizične in pravne osebe, vključno s tujim osebjem iz držav članic Evropske skupnosti, ki sodelujejo pri pogodbah o tehničnem sodelovanju, financiranih iz dotacij EGS, bodo v državi PREJEMNIKA oproščene plačevanja davka na dohodek od poslovanja in dohodnine.

5. Osebni in gospodinjski predmeti, ki jih fizične osebe (in člani njihovih najbližjih družin), razen lokalno najetih delavcev, zaposlene pri opravih, opredeljenih v pogodbah o tehničnem sodelovanju, uvozijo za osebno rabo, bodo oproščeni plačila carine, uvoznih dajatev, taks in drugih davščin z enakim učinkom, pri čemer bodo omenjeni osebni in gospodinjski predmeti po izteku pogodbe bodisi ponovno izvoženi, bodisi odtujeni ali uničeni v skladu s predpisi, veljavnimi v državi PREJEMNIKA.

6. Fizične in pravne osebe, ki specialno opremo uvozijo v skladu z 11. členom tega sporazuma, bodo, če bodo to zahtevale, deležne režima začasnega uvoza, ki ga glede omenjene opreme določa nacionalna zakonodaja PREJEMNIKA.

IV. DEL - IZPOLNJEVANJE POGODB**14. člen - Izvor blaga**

PREJEMNIK soglašaja, da morajo materiali in blago za izvajanje pogodb, razen kadar KOMISIJA dovoli drugače, izvirati iz Skupnosti, Albanije, Bolgarije, Češkoslovaške, Estonije, Madžarske, Latvije, Litve, Poljske, Romunije in Slovenije.

15. člen - Plačilni postopki

1. Za pogodbe, financirane iz dotacije EGS, se bodo ponudbe glasile in plačila opravljala bodisi v evropski denarni enoti (ECU) bodisi skladno z deviznimi zakoni in predpisi PREJEMNIKA v valuti PREJEMNIKA ali v valuti države, v kateri ima ponudnik svoj registrirani sedež, ali v valuti države, v kateri je bilo blago izdelano.

2. When tenders are drawn up in ECU, payments relating thereto shall be made, as appropriate, in the currency named in the contract, on the basis of the equivalent value of the ECU on the day preceding payment.

3. THE RECIPIENT and THE COMMISSION shall take all measures necessary to ensure execution of payments within the shortest possible time.

TITLE V - COLLABORATION BETWEEN THE COMMISSION AND THE RECIPIENT

Article 16 - Inspection and Audit

1. THE COMMISSION shall have the right to send its own agents or duly authorised representatives to carry out any technical or financial mission or audit that it considers necessary to follow the execution of THE MEASURE. However, THE COMMISSION shall give the authorities of THE RECIPIENT advance notice of such missions.

THE RECIPIENT shall supply all information and documents which shall be requested of it, and take all suitable measures to facilitate the work of persons instructed to carry out audits or inspections.

2. THE RECIPIENT shall:

(a) maintain records and accounts adequate to identify the works, supplies or services financed under the financing memorandum in accordance with sound accounting procedures;

(b) ensure that the aforementioned agents or representatives of THE COMMISSION have the right to inspect all relevant documentation and accounts pertaining to items financed under the financing memorandum, and assist the Court of Auditors of the European Communities to carry out audits relating to the utilization of the EEC Grant.

Article 17 - Follow-up of Measures

In following the execution of THE MEASURE, THE COMMISSION may request any explanation and, where necessary, may agree with THE RECIPIENT on a new orientation for THE MEASURE which is deemed to be better adapted to the objectives in view.

THE RECIPIENT shall make reports to THE COMMISSION following the time-schedule laid down in the financing memorandum, throughout the period of execution of THE MEASURE and after completion thereof.

TITLE VI - GENERAL AND FINAL PROVISIONS

Article 18 - Consultation - Disputes

1. Any question relating to execution or interpretation of the financing memorandum or these General Conditions shall be the subject of consultation between THE RECIPIENT and THE COMMISSION, leading, where necessary, to an amendment of the financing memorandum.

2. Where there is a failure to carry out an obligation set out in the financing memorandum and these General Conditions, which has not been the subject or remedial measures taken in due time, THE COMMISSION may suspend the financing of the MEASURE, after consultation with THE RECIPIENT.

2. Kadar se bodo ponudbe glasile v ekujih, se bodo s tem povezana plačila opravljala, kjer je primerno, v valuti, določeni v pogodbi, na podlagi enakovredne vrednosti ekuja na dan pred plačilom.

3. PREJEMNIK in KOMISIJA si bosta z vsémi sredstvi prizadevala, da bosta v čim krajšem roku zagotavljala izplačila.

V. DEL - SODELOVANJE MED KOMISIJO IN PREJEMNIKOM

16. člen - Nadzor in pregled računov

1. KOMISIJA bo imela pravico pošiljati svoje zastopnike ali pooblaščne predstavnike, da bodo zanj opravili tehnične ali finančne naloge oziroma preglede, ki jih bo štela za potrebne pri uresničevanju UKREPA. Vendar pa bo KOMISIJA organe PREJEMNIKA vnaprej obveščala o omenjenih nalogah.

PREJEMNIK bo priskrbel vse informacije in dokumente, ki jih bodo od njega zahtevali, in bo ukrenil vse potrebno, da bo olajšal delo osebam, ki bodo dobile nalogo, da opravljajo nadzor ali pregledajo račune.

2. PREJEMNIK bo:

(a) vodil ustrezno evidenco in obračune o izvedbenih delih, materialih oziroma storitvah, financiranih po memorandumu o financiranju, v skladu s primernimi računovodskimi postopki;

(b) zagotavljal, da bodo omenjeni zastopniki ali predstavniki KOMISIJE imeli pravico nadzorovati vso ustrezno dokumentacijo in obračune za postavke, financirane po memorandumu o financiranju, ter pomagal Računskemu sodišču Evropskih skupnosti opravljati preglede, ki se nanašajo na uporabo dotacije EGS.

17. člen - Spremljanje ukrepov

Ob spremljanju uresničevanja UKREPA lahko KOMISIJA zahteva določena pojasnila in se, če bi bilo potrebno, s PREJEMNIKOM dogovori o novi usmeritvi UKREPA, ki se zdi boljše usklajena z načrtovanimi cilji.

PREJEMNIK bo v celotnem obdobju uresničevanja UKREPA in po njegovi izpolnitvi pripravljajl poročila za KOMISIJO v skladu s terminskim planom, določenim v memorandumu o financiranju.

VI. DEL - SPLOŠNE IN KONČNE DOLOČBE

18. člen - Posveti - spori

1. O vseh vprašanjih glede uresničevanja ali razlage memoranduma o financiranju ali teh Splošnih pogojev se bosta PREJEMNIK in KOMISIJA medsebojno posvetovala in, če bo to potrebno, pripravila dopolnila k memorandumu o financiranju.

2. Ob neizpoljenih obveznostih iz memoranduma o financiranju ali teh Splošnih pogojev in če v zvezi s tem niso bili pravočasno storjeni popravni ukrepi, KOMISIJA lahko po posvetu s PREJEMNIKOM financiranje UKREPA ustavi.

3. THE RECIPIENT may renounce in whole or in part the execution of THE MEASURE. The Contracting Parties shall set out the details of the said renunciation in an exchange of letters.

Article 19 - Notice - Addresses

Any notice and any agreement between the parties provided for herein must be the subject of a written communication referring explicitly to the number and title of THE MEASURE. Such notices or agreements shall be made by letter sent to the party authorized to receive the same, and sent to the address notified by the said party. In case of urgency, telefax, telegraphic or telex communications shall be permitted and deemed to have been validity served, provided that they are confirmed immediately by letter.

The addresses are set out in the financing memorandum.

3. PREJEMNIK se uresničevanju UKREPA lahko v celoti ali delno odpove. Pogodbenci bosta podrobno o omenjeni odpovedi opredelili z izmenjavo pisem.

19. člen - Obvestila - naslovi

Vsa obvestila in dogovori med pogodbenicama v zvezi s tem sporazumom se morajo poslati pisno in se izrecno sklicevati na številko in naziv UKREPA. Ta obvestila ali dogovori se drugi pogodbenici, ki je pooblaščen za njihov sprejem, pošljejo s pismom na naslov, ki ga je sporočila omenjena pogodbenica. Nujna sporočila, odposlana s telefaksom, telegramom ali teleksom, bodo dovoljena in se bodo štela kot veljavno prejeta, če bodo takoj potrjena tudi s pismom.

Naslovi so navedeni v memorandumu o financiranju.

ANNEX B

ARBITRATION

Any dispute between the Contracting Parties, arising out of the Framework Agreement or a financing memorandum, which is not settled by applying the procedures laid down in Article 18 of the general conditions relating to financing memorandum, shall be submitted to arbitration by an Arbitral Tribunal as hereinafter provided.

The parties to such arbitration shall be THE RECIPIENT on the one side and THE COMMISSION on the other side.

The Arbitral Tribunal shall consist of three arbitrators appointed as follows:

- one arbitrator shall be appointed by THE RECIPIENT

- a second arbitrator shall be appointed by THE COMMISSION

- the third arbitrator (hereinafter sometimes called "THE UMPIRE") shall be appointed by agreement of the parties or, if they shall not agree, by the Secretary-General of the United Nations.

If either side fail to appoint an arbitrator, such arbitrator shall be appointed by THE UMPIRE.

Should any arbitrator appointed in accordance with this provision resign, die or become unable to act, another arbitrator shall be appointed in the same manner as the arbitrator whose place he takes: such successor shall have all the powers and duties of the original arbitrator.

ANNEX C

FINANCING MEMORANDUM

The Commission of the European Communities, hereinafter referred to as "THE COMMISSION", acting for and on behalf of the European Economic Community, hereinafter referred to as "THE COMMUNITY"

of the one part, and

The Government of the REPUBLIC OF _____, hereinafter referred to as "THE RECIPIENT"

of the other part,

have agreed as follows:

PRIOLOGA B

ARBITRAŽA

Vse spore med pogodbenicama, ki izhajajo iz Okvirnega sporazuma ali memorandumu o financiranju, ki se ne bi rešili v skladu s postopki, določenimi v 18. členu splošnih pogojev, in se nanašajo na memorandum o financiranju, je treba predložiti v razsojanje pristojnemu Arbitražnemu razsodišču, kot je opisano v nadaljnjem besedilu.

Stranki v arbitražnem postopku bosta PREJEMNIK na eni strani in KOMISIJA na drugi strani.

Arbitražno razsodišče bo sestavljeno iz treh razsodnikov, imenovanih kot sledi:

- enega razsodnika bo imenoval PREJEMNIK,

- drugega razsodnika bo imenovala KOMISIJA,

- tretjega razsodnika (v nadaljnjem besedilu včasih »arbitražni razsodnik«) bosta sporazumno imenovali pogodbenici, če pa se jima o njem ne bi uspelo sporazumeti, ga bo imenoval generalni sekretar Združenih narodov.

Če katera od pogodbenic razsodnika ne bi imenovala, ga bo imenoval arbitražni razsodnik.

Če bi kateri od razsodnikov, imenovanih v skladu s to določbo, odstopil od te funkcije, umrl ali postal nezmožen za opravljanje svoje funkcije, bo drug razsodnik imenovan po enakem postopku kot razsodnik, katerega mesto prevzema: naslednik bo imel enaka pooblastila in odgovornosti kot prvotni razsodnik.

PRIOLOGA C

MEMORANDUM O FINANCIRANJU

Komisija Evropskih skupnosti, v nadaljnjem besedilu »KOMISIJA«, ki deluje za Evropsko gospodarsko skupnost in v njenem imenu, v nadaljnjem besedilu »SKUPNOST«.

na eni strani in

Vlada Republike _____, v nadaljnjem besedilu »PREJEMNICA«,

na drugi strani,

sta se dogovorili naslednje:

The measure referred to in Article 1 below shall be executed and financed out of the budget resources of THE COMMUNITY in accordance with the provisions set out in this Memorandum. The technical, legal, and administrative framework within which the measure referred to in Article 1 below shall be implemented is set out in the General Conditions annexed to the Framework Agreement of ___ between THE COMMISSION and THE RECIPIENT, and supplemented by the terms of this Memorandum and the Special Provisions annexed hereto.

Article 1 - Nature and Subject

As part of its aid programme, THE COMMUNITY shall contribute, by way of grant, towards the financing of the following measure:

Project number: _____
 Duration: _____ Until the end of: _____
 Title: _____

Article 2 - Commitment of the Community

The financial contribution of THE COMMUNITY is fixed at a maximum of ___ MECU, hereinafter referred to as "THE EEC GRANT".

The EEC grant is subject to an expiry date, after which any balance of funds shall be cancelled. THE COMMISSION may however, depending on the circumstances, agree to an appropriate extension of this expiry date, should such an extension be requested and properly justified by THE RECIPIENT.

For the present measure, the expiry date of THE EEC GRANT is hereby set at: _____.

Article 3 - Addresses

Correspondence relating to the execution of THE MEASURE, stating THE MEASURE'S number and title, shall be addressed to the following:

for THE COMMUNITY:
 Commission of the European Communities
 PHARE Operational Service DC I
 Rue de la Loi, 200
 B - 1049 Brussels, Belgium
 Telegraphic address: COMEUR BRUXELLES
 Telex: 21877 COMEU B
 Fax: 32.2.235.53.87 - 236.42.51

for THE RECIPIENT:

Telex: _____
 Tel: _____
 Fax: _____

Article 4 - Number of Copies

This Memorandum is drawn up in duplicate in the English language.

Article 5 - Entry into Force

This Memorandum shall enter into force on the date that it has been signed by both parties. Only expenditure incurred from this date is eligible for the EEC grant.

Ukrep, naveden v 1. členu, se izvede in financira iz proračunskih virov SKUPNOSTI, v skladu z določbami, navedenimi v tem memorandumu. Tehnični, pravni in administrativni okvir za uresničitev ukrepa iz 1. člena je podan v splošnih pogojih, priloženih okvirnemu sporazumu z dne ___ med KOMISIJO in PREJEMNICO, in dopoljenih s pogoji iz tega memoranduma ter posebnimi določbami iz priloge k temu memorandumu.

1. člen - Narava in predmet

Kot del svojega programa za pomoč bo SKUPNOST z dotacijo prispevala k financiranju naslednjega ukrepa:

Številka projekta: _____
 Trajanje: _____ Do konca leta: _____
 Naslov: _____

2. člen - Obveznost skupnosti

Finančni prispevek SKUPNOSTI je določen na največ ___ MECU, kar se v nadaljnjem besedilu imenuje »DOTACIJA ES«.

Za dotacijo ES je določen rok veljavnosti, po katerem se razveljavi morebiten ostanek sredstev. KOMISIJA pa lahko, odvisno od razmer, soglašajo z ustreznim podaljšanjem roka veljavnosti, če bi za tako podaljšanje zaprosila PREJEMNICA in ga ustrezno utemeljila.

Za sedanjí ukrep rok veljavnosti DOTACIJE ES poteče na dan: _____.

3. člen - Naslovi

Korespondenco, ki se nanaša na uresničevanje UKREPA, je treba ob navedbi številke in naziva UKREPA naslavljati na naslove:

za SKUPNOST:
 Komisija Evropskih skupnosti
 Operativna služba PHARE DG I
 Rue de la Loi, 200
 B - 1049 Bruselj, Belgija
 Telegrafski naslov: COMEUR BRUXELLES
 Teleks: 21877 COMEU B
 Faks: 32/2/235.53.87 - 236.42.51

za PREJEMNICO:

Teleks: _____
 Tel.: _____
 Faks: _____

4. člen - Število izvodov

Memorandum je sestavljen v dveh izvodih v angleškem jeziku.

5. člen - Začetek veljavnosti

Memorandum začne veljati z dnem, ko ga podpišeta obe strani. Samo izdatki, ki nastanejo po tem datumu, se lahko krijejo iz dotacije ES.

The Annex shall be deemed an integral part of this Memorandum.

Priloga je sestavni del tega memoranduma.

Done at Brussels

Done at Brussels

Sestavljeno v Bruslju

Sestavljeno v Bruslju

Date

Date

Datum

Datum

FOR THE RECIPIENT
(name and function)

FOR THE COMMUNITY
(name and function)

ZA PREJEMNICO
(ime in funkcija)

ZA SKUPNOST
(ime in funkcija)

Annexes:

Framework agreement (Annexes A & B)
Special Provisions (Annex C)

Priloge:

Okvirni sporazum (Prilogi A in B)
Posebne določbe (Priloga C)

3. člen

Za izvajanje sporazuma skrbi Ministrstvo za znanost in tehnologijo.

4. člen

Ta uredba začne veljati naslednji dan po objavi v Uradnem listu Republike Slovenije – Mednarodne pogodbe.

Št. 900-03/93-8/11-8

Ljubljana, dne 30. septembra 1993.

Vlada Republike Slovenije

dr. Janez Drnovšek l. r.
Predsednik

VSEBINA

82. Uredba o ratifikaciji Okvirnega sporazuma med Vlado Republike Slovenije in Komisijo Evropskih skupnosti o uresničevanju ukrepov o finančnem, tehničnem in drugih oblikah sodelovanja

Stran

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