

113. Zakon o ratifikaciji Konvencije o varstvu rastlin (spremenjene) (MKVRS)

Na podlagi druge alineje prvega odstavka 107. člena in prvega odstavka 91. člena Ustave Republike Slovenije izdajam

U K A Z O RAZGLASITVI ZAKONA O RATIFIKACIJI KONVENCIJE O VARSTVU RASTLIN (SPREMENJENE) (MKVRS)

Razglašam Zakon o ratifikaciji Konvencije o varstvu rastlin (spremenjene) (MKVRS), ki ga je sprejel Državni zbor Republike Slovenije na seji 29. avgusta 2000.

Št. 001-22-165/00
Ljubljana, dne 6. septembra 2000

Predsednik
Republike Slovenije
Milan Kučan l. r.

Z A K O N O RATIFIKACIJI KONVENCIJE O VARSTVU RASTLIN (spremenjene) (MKVRS)

1. člen

Ratificira se Konvencija o varstvu rastlin (spremenjena), sprejeta 17. novembra 1997 v Rimu.

2. člen

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

INTERNATIONAL PLANT PROTECTION CONVENTION (New Revised Text approved by the FAO Conference at its 29th Session – November 1997)

PREAMBLE

The contracting parties,

– *recognizing* the necessity for international cooperation in controlling pests of plants and plant products and in preventing their international spread, and especially their introduction into endangered areas;

– *recognizing* that phytosanitary measures should be technically justified, transparent and should not be applied in such a way as to constitute either a means of arbitrary or unjustified discrimination or a disguised restriction, particularly on international trade;

– *desiring* to ensure close coordination of measures directed to these ends;

– *desiring* to provide a framework for the development and application of harmonized phytosanitary measures and the elaboration of international standards to that effect;

MEDNARODNA KONVENCIJA O VARSTVU RASTLIN (Novo, popravljeno besedilo, potrjeno na 29. zasedanju konference FAO – november 1997)

UVOD

Pogodbenice se

– *ob spoznanju*, da je pri zatiranju rastlinam in rastlinskim proizvodom škodljivih organizmov ter pri preprečevanju njihovega mednarodnega širjenja, zlasti pa njihovega vnašanja na ogrožena območja, nujno mednarodno sodelovanje;

– *ob spoznanju*, da morajo biti fitosanitarni ukrepi strokovno upravičeni in pregledni ter da jih ne bi smeli uporabljati za samovoljno ali neupravičeno diskriminacijo ali prikrito omejevanje, zlasti v mednarodni trgovini;

– *v želji*, da bi v ta namen zagotovili tesno usklajevanje ukrepov;

– *v želji*, da se s tem namenom vzpostavi mreža za pripravo in uporabo usklajenih fitosanitarnih ukrepov in za oblikovanje mednarodnih standardov;

– *taking into account* internationally approved principles governing the protection of plant, human and animal health, and the environment; and

– *noting* the agreements concluded as a result of the Uruguay Round of Multilateral Trade Negotiations, including the Agreement on the Application of Sanitary and Phytosanitary Measures;

have agreed as follows:

ARTICLE I

Purpose and responsibility

1. With the purpose of securing common and effective action to prevent the spread and introduction of pests of plants and plant products, and to promote appropriate measures for their control, the contracting parties undertake to adopt the legislative, technical and administrative measures specified in this Convention and in supplementary agreements pursuant to Article XVI.

2. Each contracting party shall assume responsibility, without prejudice to obligations assumed under other international agreements, for the fulfilment within its territories of all requirements under this Convention.

3. The division of responsibilities for the fulfilment of the requirements of this Convention between member organizations of FAO and their member states that are contracting parties shall be in accordance with their respective competencies.

4. Where appropriate, the provisions of this Convention may be deemed by contracting parties to extend, in addition to plants and plant products, to storage places, packaging, conveyances, containers, soil and any other organism, object or material capable of harbouring or spreading plant pests, particularly where international transportation is involved.

ARTICLE II

Use of terms

1. For the purpose of this Convention, the following terms shall have the meanings hereunder assigned to them:

“Area of low pest prevalence” – an area, whether all of a country, part of a country, or all or parts of several countries, as identified by the competent authorities, in which a specific pest occurs at low levels and which is subject to effective surveillance, control or eradication measures;

“Commission” – the Commission on Phytosanitary Measures established under Article XI;

“Endangered area” – an area where ecological factors favour the establishment of a pest whose presence in the area will result in economically important loss;

“Establishment” – perpetuation, for the foreseeable future, of a pest within an area after entry;

“Harmonized phytosanitary measures” – phytosanitary measures established by contracting parties based on international standards;

“International standards” – international standards established in accordance with Article X, paragraphs 1 and 2;

“Introduction” – the entry of a pest resulting in its establishment;

– *ob upoštevanju* mednarodno potrjenih načel, ki veljajo za zdravstveno varstvo rastlin, ljudi in živali ter za varstvo okolja;

– *ob upoštevanju* sporazumov, ki so bili sklenjeni na podlagi urugvajskega kroga večstranskih trgovinskih pogajanj, vključno s Sporazumom o uporabi sanitarnih in fitosanitarnih ukrepov

dogovorijo o naslednjem:

I. ČLEN

Namen in obveznosti

1. Da bi zagotovile skupne in učinkovite ukrepe za preprečevanje širjenja in vnašanja rastlinam in rastlinskim proizvodom škodljivih organizmov ter uveljavljale ustrezne ukrepe za njihovo zatiranje, se pogodbenice obvezujejo, da bodo sprejele zakonodajne, tehnične in upravne ukrepe, navedene v tej konvenciji in v dodatnih sporazumih v skladu s XVI. členom.

2. Pogodbenica se zavezuje, da bo na svojem ozemlju izpolnjevala vse zahteve iz te konvencije, ne da bi to kakor koli vplivalo na izpolnjevanje obveznosti, ki jih je prevzela z drugimi mednarodnimi sporazumi.

3. Porazdelitev odgovornosti za izpolnjevanje zahtev iz te konvencije med organizacijami, članicami FAO, ter njihovimi državami članicami, ki so pogodbenice, je skladna z njihovimi pristojnostmi.

4. Če se jim zdi potrebno, lahko pogodbenice veljavnost določb te konvencije z rastlin in rastlinskih proizvodov razširijo tudi na skladiščne prostore, embalažo, prevozna sredstva, zabojnike, zemljo in katere koli druge organizme, predmete ali snovi, ki lahko vsebujejo ali širijo rastlinam škodljive organizme, zlasti, ko gre za mednarodni prevoz.

II. ČLEN

Pomen izrazov

1. V tej konvenciji izrazi, navedeni v tem členu, pomenijo:

»Območje majhne razširjenosti škodljivih organizmov« – Območje celotne države, dela države oziroma več držav ali njihovih delov, na katerem se po ugotovitvah pristojnih organov določeni škodljivi organizem pojavlja v majhnem številu in nad katerim se izvaja učinkovit stalni nadzor ter ukrepi za zatiranje ali izkoreninjenje.

»Komisija« – Komisija za fitosanitarne ukrepe, ustanovljena v skladu z XI. členom.

»Ogroženo območje« – Območje, na katerem so ekološki dejavniki ugodni za naselitev škodljivega organizma, katerega navzočnost bo v tem območju povzročila pomembno gospodarsko škodo.

»Naselitev« – Ustelitev škodljivega organizma v predvidenem obdobju znotraj območja po vstopu.

»Usklajeni fitosanitarni ukrepi« – fitosanitarni ukrepi, ki jih pogodbenice sprejmejo na podlagi mednarodnih standardov.

»Mednarodni standardi« – mednarodni standardi, določeni v skladu s prvim in drugim odstavkom X. člena.

»Vnos« – Vstop škodljivega organizma, katerega posledica je njegova naselitev.

“Pest” – any species, strain or biotype of plant, animal or pathogenic agent injurious to plants or plant products;

“Pest risk analysis” – the process of evaluating biological or other scientific and economic evidence to determine whether a pest should be regulated and the strength of any phytosanitary measures to be taken against it;

“Phytosanitary measure” – any legislation, regulation or official procedure having the purpose to prevent the introduction and/or spread of pests;

“Plant products” – unmanufactured material of plant origin (including grain) and those manufactured products that, by their nature or that of their processing, may create a risk for the introduction and spread of pests;

“Plants” – living plants and parts thereof, including seeds and germplasm;

“Quarantine pest” – a pest of potential economic importance to the area endangered thereby and not yet present there, or present but not widely distributed and being officially controlled;

“Regional standards” – standards established by a regional plant protection organization for the guidance of the members of that organization;

“Regulated article” – any plant, plant product, storage place, packaging, conveyance, container, soil and any other organism, object or material capable of harbouring or spreading pests, deemed to require phytosanitary measures, particularly where international transportation is involved;

“Regulated non-quarantine pest” – a non-quarantine pest whose presence in plants for planting affects the intended use of those plants with an economically unacceptable impact and which is therefore regulated within the territory of the importing contracting party;

“Regulated pest” – a quarantine pest or a regulated non-quarantine pest;

“Secretary” – Secretary of the Commission appointed pursuant to Article XII;

“Technically justified” – justified on the basis of conclusions reached by using an appropriate pest risk analysis or, where applicable, another comparable examination and evaluation of available scientific information.

2. The definitions set forth in this Article, being limited to the application of this Convention, shall not be deemed to affect definitions established under domestic laws or regulations of contracting parties.

ARTICLE III

Relationship with other international agreements

Nothing in this Convention shall affect the rights and obligations of the contracting parties under relevant international agreements.

ARTICLE IV

General provisions relating to the organizational arrangements for national plant protection

1. Each contracting party shall make provision, to the best of its ability, for an official national plant protection organization with the main responsibilities set out in this Article.

»Škodljivi organizem« – Katera koli vrsta, različek, linija ali biotip rastline, živali ali povzročitelja, ki škoduje rastlinam ali rastlinskim proizvodom.

»Analiza nevarnosti škodljivega organizma« – Postopek vrednotenja bioloških ali drugih znanstvenih in gospodarskih dokazov, na podlagi katerih se ugotovi, ali bi morali uvesti ukrepe za nadzor škodljivih organizmov in določi intenzivnost uporabljenih fitosanitarnih ukrepov.

»Fitosanitarni ukrep« – Zakonodaja, predpis ali uradni postopek, katerega namen je preprečevati vnos oziroma širjenje škodljivih organizmov.

»Rastlinski proizvodi« – Nepredelan material rastlinskega izvora (vključno z zrnjem) in tisti predelani proizvodi, ki lahko zaradi svojih lastnosti ali lastnosti postopkov, po katerih so bili predelani, pomenijo nevarnost vnosa in širjenja škodljivih organizmov.

»Rastline« – Žive rastline in njihovi deli, vključno s semeni in klično dednino.

»Karantenski škodljivi organizem« – Škodljivi organizem, ki lahko gospodarsko pomembno prizadene območje, ki ga ogroža, vendar tam še ni navzoč ali pa je navzoč, vendar še ni splošno razširjen in je pod uradnim nadzorom.

»Regionalni standardi« – Standardi, s katerimi Regionalna organizacija za varstvo rastlin usmerja delovanje svojih članic.

»Nadzorovani predmet« – Rastline, rastlinski proizvodi, skladiščni prostor, embalaža, prevozno sredstvo, zabojnik, zemlja ali kateri koli drugi organizem, predmet ali snov, ki lahko vsebuje ali širi škodljive organizme, in ki zahteva uvedbo fitosanitarnih ukrepov, zlasti ko gre za mednarodni prevoz.

»Nadzorovani nekarantenski škodljivi organizem« – nekarantenski škodljivi organizem, ki ima ob okužbi rastlin za sajenje gospodarsko nesprejemljiv vpliv pri predvideni uporabi teh rastlin in je zato nadzorovan na ozemlju pogodbenice uvoznice.

»Nadzorovani škodljivi organizem« – Karantenski škodljivi organizem ali nadzorovani nekarantenski škodljivi organizem.

»Sekretar« – Sekretar Komisije, imenovan v skladu z XII. členom.

»Strokovno upravičeno« – Presojeno na podlagi ugotovitev, ki izhajajo iz ustrezne analize nevarnosti škodljivega organizma ali, koder je primerno, iz druge primerljive proučitve in ovrednotenja razpoložljivih znanstvenih informacij.

2. Opredelitve, ki so navedene v tem členu, so omejene na uporabo v tej konvenciji in ne vplivajo na opredelitve v domačih zakonih ali predpisih pogodbenic.

III. ČLEN

Razmerje do drugih mednarodnih Sporazumov

Ta konvencija v ničemer ne vpliva na pravice in obveznosti pogodbenic v skladu z drugimi mednarodnimi sporazumi.

IV. ČLEN

Splošne določbe glede organizacije varstva rastlin na državni ravni

1. Pogodbenica po najboljših močeh poskrbi za ustanovitev uradne državne organizacije za varstvo rastlin, katere glavne odgovornosti so navedene v tem členu.

2. The responsibilities of an official national plant protection organization shall include the following:

a) the issuance of certificates relating to the phytosanitary regulations of the importing contracting party for consignments of plants, plant products and other regulated articles;

b) the surveillance of growing plants, including both areas under cultivation (*inter alia* fields, plantations, nurseries, gardens, greenhouses and laboratories) and wild flora, and of plants and plant products in storage or in transportation, particularly with the object of reporting the occurrence, outbreak and spread of pests, and of controlling those pests, including the reporting referred to under Article VIII paragraph 1(a);

c) the inspection of consignments of plants and plant products moving in international traffic and, where appropriate, the inspection of other regulated articles, particularly with the object of preventing the introduction and/or spread of pests;

d) the disinfection or disinfestation of consignments of plants, plant products and other regulated articles moving in international traffic, to meet phytosanitary requirements;

e) the protection of endangered areas and the designation, maintenance and surveillance of pest free areas and areas of low pest prevalence;

f) the conduct of pest risk analyses;

g) to ensure through appropriate procedures that the phytosanitary security of consignments after certification regarding composition, substitution and reinfestation is maintained prior to export; and

h) training and development of staff.

3. Each contracting party shall make provision, to the best of its ability, for the following:

a) the distribution of information within the territory of the contracting party regarding regulated pests and the means of their prevention and control;

b) research and investigation in the field of plant protection;

c) the issuance of phytosanitary regulations; and

d) the performance of such other functions as may be required for the implementation of this Convention.

4. Each contracting party shall submit a description of its official national plant protection organization and of changes in such organization to the Secretary. A contracting party shall provide a description of its organizational arrangements for plant protection to another contracting party, upon request.

ARTICLE V

Phytosanitary certification

1. Each contracting party shall make arrangements for phytosanitary certification, with the objective of ensuring that exported plants, plant products and other regulated articles and consignments thereof are in conformity with the certifying statement to be made pursuant to paragraph 2(b) of this Article.

2. Each contracting party shall make arrangements for the issuance of phytosanitary certificates in conformity with the following provisions:

2. Odgovornosti uradne državne organizacije za varstvo rastlin vključujejo:

a) izdajanje spričeval, ki se nanašajo na fitosanitarne predpise pogodbenice uvoznice za pošiljke rastlin, rastlinskih proizvodov in drugih nadzorovanih predmetov.

b) Stalni nadzor rastočih rastlin, vključno z obdelanimi površinami (med drugim sem spadajo polja, nasadi, drevesnice, vrtovi, rastlinjaki in laboratoriji), prostoživečimi rastlinami ter z rastlinami in rastlinskimi proizvodi v skladiščih ali med prevozom, predvsem s ciljem poročati o pojavu, izbruhu in širjenju škodljivih organizmov ter obvladovati te škodljive organizme, vključno s poročanjem iz točke a) prvega odstavka VIII. člena;

c) Inšpekcijski pregled pošiljk rastlin in rastlinskih proizvodov v mednarodnem prometu ter kadar je potrebno, inšpekcijski pregled drugih nadzorovanih predmetov, zlasti da bi preprečevali vnos oziroma širjenje škodljivih organizmov;

d) Dezinfekcijo ali dezinfekcijo pošiljk rastlin, rastlinskih proizvodov in drugih nadzorovanih predmetov v mednarodnem prometu, da se izpolnijo fitosanitarne zahteve;

e) Varovanje ogroženih območij ter določanje, ohranjanje in stalni nadzor območij, na katerih ni škodljivih organizmov, in območij z majhno razširjenostjo škodljivih organizmov;

f) Izvajanje analiz nevarnosti škodljivih organizmov;

g) Zagotavljanje, da se po fitosanitarnem potrjevanju pošiljk pred izvozom z ustreznimi postopki ohrani njihova fitosanitarna neoporečnost glede sestave, zamenjave in ponovne naselitve škodljivih organizmov ter

h) Usposabljanje in izpopolnjevanje osebja.

3. Pogodbenica po najboljših močeh poskrbi za:

a) Širjenje informacij na svojem ozemlju v zvezi z nadzorovanimi škodljivimi organizmi ter načini preprečevanja širjenja in zatiranja teh škodljivih organizmov,

b) Raziskave in preiskave na področju varstva rastlin,

c) Izdajanje fitosanitarnih predpisov in

d) Izvajanje drugih dejavnosti, ki bi utegnile biti potrebne za uresničevanje te konvencije.

4. Pogodbenica bo sekretarju predložila opis svoje državne organizacije za varstvo rastlin in morebitnih sprememb v tej organizaciji. Pogodbenica drugi pogodbenici na zahtevo priskrbi opis svojih organizacijskih dejavnosti na področju varstva rastlin.

V. ČLEN

Izdajanje fitosanitarnih spričeval

1. Pogodbenica poskrbi za ustrezno fitosanitarno potrjevanje, s čimer želi zagotoviti, da izvožene rastline, rastlinski proizvodi in drugi nadzorovani predmeti in pošiljke ustrezajo navedbam v spričevalu, ki je izdano v skladu s točko b) drugega odstavka tega člena.

2. Pogodbenica poskrbi za izdajanje fitosanitarnih spričeval v skladu z naslednjimi določbami:

a) Inspection and other related activities leading to issuance of phytosanitary certificates shall be carried out only by or under the authority of the official national plant protection organization. The issuance of phytosanitary certificates shall be carried out by public officers who are technically qualified and duly authorized by the official national plant protection organization to act on its behalf and under its control with such knowledge and information available to those officers that the authorities of importing contracting parties may accept the phytosanitary certificates with confidence as dependable documents.

b) Phytosanitary certificates, or their electronic equivalent where accepted by the importing contracting party concerned, shall be as worded in the models set out in the Annex to this Convention. These certificates should be completed and issued taking into account relevant international standards.

c) Uncertified alterations or erasures shall invalidate the certificates.

3. Each contracting party undertakes not to require consignments of plants or plant products or other regulated articles imported into its territories to be accompanied by phytosanitary certificates inconsistent with the models set out in the Annex to this Convention. Any requirements for additional declarations shall be limited to those technically justified.

ARTICLE VI

Regulated pests

1. Contracting parties may require phytosanitary measures for quarantine pests and regulated non-quarantine pests, provided that such measures are:

(a) no more stringent than measures applied to the same pests, if present within the territory of the importing contracting party; and

(b) limited to what is necessary to protect plant health and/or safeguard the intended use and can be technically justified by the contracting party concerned.

2. Contracting parties shall not require phytosanitary measures for non-regulated pests.

ARTICLE VII

Requirements in relation to imports

1. With the aim of preventing the introduction and/or spread of regulated pests into their territories, contracting parties shall have sovereign authority to regulate, in accordance with applicable international agreements, the entry of plants and plant products and other regulated articles and, to this end, may:

a) prescribe and adopt phytosanitary measures concerning the importation of plants, plant products and other regulated articles, including, for example, inspection, prohibition on importation, and treatment;

b) refuse entry or detain, or require treatment, destruction or removal from the territory of the contracting party, of plants, plant products and other regulated articles or consignments thereof that do not comply with the phytosanitary measures prescribed or adopted under subparagraph (a);

c) prohibit or restrict the movement of regulated pests into their territories;

a) Inšpekcijski pregled ali druge s tem povezane dejavnosti, potrebne za izdajanje fitosanitarnih spričeval, se izvajajo izključno v okviru uradne državne organizacije za varstvo rastlin. Fitosanitarna spričd) evala izdajajo državni uradniki, ki so strokovno usposobljeni in jih je državna organizacija za varstvo rastlin ustrezno pooblastila, da delujejo v njenem imenu in pod njenim nadzorom z znanjem in informacijami, ki jih imajo na voljo, da lahko organi pogodbenic uvoznice sprejmejo ta spričevala z zaupanjem kot verodostojne dokumente.

b) Fitosanitarna spričevala ali njihove elektronske oblike, če jih zainteresirana pogodbenica uvoznica sprejme, bodo sestavljena skladno z vzorčnimi obrazci iz priloge k tej konvenciji. Ta spričevala morajo biti izpolnjena in izdana v skladu z ustreznimi mednarodnimi standardi.

c) Če se vsebina spričeval neoverjeno spreminja ali briše, ta spričevala niso veljavna.

3. Pogodbenica se zaveže, da ne bo zahtevala, da morajo biti pošiljke rastlin, rastlinskih proizvodov in drugih nadzorovanih predmetov, ki se uvažajo na njena ozemlja, opremljene s fitosanitarnimi spričevali, ki niso skladna z vzorčnimi obrazci iz priloge k tej konvenciji. Vsakršne zahteve po dodatnih izjavah morajo biti strokovno upravičene.

VI. ČLEN

Nadzorovani škodljivi organizmi

1. Pogodbenice lahko zahtevajo uvedbo fitosanitarnih ukrepov za karantenske škodljive organizme in nadzorovane nekarantenske škodljive organizme, če:

a) takšni ukrepi niso strožji od tistih, ki veljajo za iste škodljive organizme na ozemlju pogodbenice uvoznice,

b) so omejeni na najnujnejše za zdravstveno varstvo rastlin oziroma zavarovanje predvidene uporabe in to lahko zainteresirana pogodbenica uvoznica strokovno upraviči.

2. Pogodbenice ne zatevajo fitosanitarnih ukrepov za nenadzorovane škodljive organizme.

VII. ČLEN

Zahteve, povezane z uvozom

1. Da bi preprečile vnašanje oziroma širjenje nadzorovanih škodljivih organizmov na svoja ozemlja, imajo pogodbenice pravico, da v skladu z veljavnimi mednarodnimi sporazumi po lastni presoji uravnavajo uvoz rastlin, rastlinskih proizvodov in drugih nadzorovanih predmetov, in lahko v ta namen:

a) predpišejo in sprejmejo fitosanitarne ukrepe, ki se nanašajo na uvoz rastlin, rastlinskih proizvodov in drugih nadzorovanih predmetov, vključno na primer z inšpekcijskimi pregledi, prepovedjo uvoza in tretiranjem;

b) zavrnejo uvoz rastlin, rastlinskih proizvodov oziroma drugih nadzorovanih predmetov ali njihovih pošiljk, ki ne ustrezajo fitosanitarnim ukrepom, predpisanim ali sprejetim v skladu s točko a), jih začasno zadržijo oziroma zahtevajo njihovo tretiranje, uničenje ali odstranitev s svojega ozemlja;

c) prepovejo ali omejijo gibanje nadzorovanih škodljivih organizmov na svojem ozemlju;

d) prohibit or restrict the movement of biological control agents and other organisms of phytosanitary concern claimed to be beneficial into their territories.

2. In order to minimize interference with international trade, each contracting party, in exercising its authority under paragraph 1 of this Article, undertakes to act in conformity with the following:

a) Contracting parties shall not, under their phytosanitary legislation, take any of the measures specified in paragraph 1 of this Article unless such measures are made necessary by phytosanitary considerations and are technically justified.

b) Contracting parties shall, immediately upon their adoption, publish and transmit phytosanitary requirements, restrictions and prohibitions to any contracting party or parties that they believe may be directly affected by such measures.

c) Contracting parties shall, on request, make available to any contracting party the rationale for phytosanitary requirements, restrictions and prohibitions.

d) If a contracting party requires consignments of particular plants or plant products to be imported only through specified points of entry, such points shall be so selected as not to unnecessarily impede international trade. The contracting party shall publish a list of such points of entry and communicate it to the Secretary, any regional plant protection organization of which the contracting party is a member, all contracting parties which the contracting party believes to be directly affected, and other contracting parties upon request. Such restrictions on points of entry shall not be made unless the plants, plant products or other regulated articles concerned are required to be accompanied by phytosanitary certificates or to be submitted to inspection or treatment.

e) Any inspection or other phytosanitary procedure required by the plant protection organization of a contracting party for a consignment of plants, plant products or other regulated articles offered for importation, shall take place as promptly as possible with due regard to their perishability.

f) Importing contracting parties shall, as soon as possible, inform the exporting contracting party concerned or, where appropriate, the re-exporting contracting party concerned, of significant instances of non-compliance with phytosanitary certification. The exporting contracting party or, where appropriate, the re-exporting contracting party concerned, should investigate and, on request, report the result of its investigation to the importing contracting party concerned.

g) Contracting parties shall institute only phytosanitary measures that are technically justified, consistent with the pest risk involved and represent the least restrictive measures available, and result in the minimum impediment to the international movement of people, commodities and conveyances.

h) Contracting parties shall, as conditions change, and as new facts become available, ensure that phytosanitary measures are promptly modified or removed if found to be unnecessary.

i) Contracting parties shall, to the best of their ability, establish and update lists of regulated pests, using scientific

d) prepovejo ali omejijo gibanje organizmov za biotično zatiranje in drugih domnevno koristnih organizmov za fitosanitarno uporabo na njihovem ozemlju.

2. Da bi čim manj ovirala mednarodno trgovino, se pogodbenica zaveže, da bo pri uveljavljanju svojih pravic iz prvega odstavka tega člena delovala v skladu z naslednjim:

a) pogodbenice ne bodo na podlagi svoje fitosanitarne zakonodaje sprejele nobenega ukrepa iz prvega odstavka tega člena, razen če je tak ukrep nujen zaradi fitosanitarnih razlogov in je strokovno upravičen;

b) pogodbenice bodo objavile fitosanitarne zahteve, omejitve in prepovedi takoj po njihovem sprejetju in o njih obvestile vse pogodbenice, za katere menijo, da bi jih takšni ukrepi utegnili neposredno prizadeti;

c) pogodbenice bodo vsaki drugi pogodbenici na njeno zahtevo pojasnile razloge za fitosanitarne zahteve, omejitve in prepovedi;

d) Če pogodbenica zahteva, da se pošiljke določenih rastlin ali rastlinskih proizvodov uvažajo le čez določena vstopna mesta, morajo biti ta mesta izbrana tako, da po nepotrebem ne ovirajo mednarodne trgovine. Pogodbenica bo objavila seznam takšnih vstopnih mest in jih sporočila sekretarju, vsem regionalnim organizacijam za varstvo rastlin, katerih članica je, vsem pogodbenicam, za katere meni, da bi bile neposredno prizadete in drugim pogodbenicam na njihovo zahtevo. Takih omejitev glede vstopnih mest ne bo, če za rastline, rastlinske proizvode ali druge nadzorovane predmete ni potrebno fitosanitarno spričevalo oziroma jih ni treba inšpekcijsko pregledati ali tretirati.

e) Inšpekcijski pregled ali drug fitosanitarni postopek, ki ga zahteva državna organizacija za varstvo rastlin pogodbenice za pošiljke rastlin, rastlinskih proizvodov ali drugih nadzorovanih predmetov, namenjenih uvozu, bo ob upoštevanju njihove pokvarljivosti opravljen čim prej.

f) Pogodbenice uvoznice bodo čim prej obvestile ustrezno pogodbenico izvoznico, ali, koder je potrebno, ustrezno pogodbenico, ki ponovno izvažajo, o pomembnejših neskladjih s fitosanitarnim spričevalom. Pogodbenica izvoznica, ali, koder je potrebno, pogodbenica, ki ponovno izvažajo, mora opraviti preiskavo in prizadeti pogodbenici uvoznici na njeno zahtevo poročati o izsledkih preiskave.

g) Pogodbenice bodo uvedle le fitosanitarne ukrepe, ki so strokovno upravičeni, ustrezajo nevarnosti škodljivih organizmov in čim manj omejujejo ter ovirajo mednarodni pretok ljudi, blaga in prevoznih sredstev.

h) Če se bodo razmere spremenile in bodo na voljo nova spoznanja, bodo pogodbenice zagotovile, da bodo fitosanitarni ukrepi nemudoma spremenjeni ali odpravljeni, če bo ugotovljeno, da niso potrebni.

i) Pogodbenice bodo po najboljših močeh sestavile in dopolnjevale sezname nadzorovanih škodljivih organi-

names, and make such lists available to the Secretary, to regional plant protection organizations of which they are members and, on request, to other contracting parties.

j) Contracting parties shall, to the best of their ability, conduct surveillance for pests and develop and maintain adequate information on pest status in order to support categorization of pests, and for the development of appropriate phytosanitary measures. This information shall be made available to contracting parties, on request.

3. A contracting party may apply measures specified in this Article to pests which may not be capable of establishment in its territories but, if they gained entry, cause economic damage. Measures taken against these pests must be technically justified.

4. Contracting parties may apply measures specified in this Article to consignments in transit through their territories only where such measures are technically justified and necessary to prevent the introduction and/or spread of pests.

5. Nothing in this Article shall prevent importing contracting parties from making special provision, subject to adequate safeguards, for the importation, for the purpose of scientific research, education, or other specific use, of plants and plant products and other regulated articles, and of plant pests.

6. Nothing in this Article shall prevent any contracting party from taking appropriate emergency action on the detection of a pest posing a potential threat to its territories or the report of such a detection. Any such action shall be evaluated as soon as possible to ensure that its continuance is justified. The action taken shall be immediately reported to contracting parties concerned, the Secretary, and any regional plant protection organization of which the contracting party is a member.

ARTICLE VIII

International cooperation

1. The contracting parties shall cooperate with one another to the fullest practicable extent in achieving the aims of this Convention, and shall in particular:

a) cooperate in the exchange of information on plant pests, particularly the reporting of the occurrence, outbreak or spread of pests that may be of immediate or potential danger, in accordance with such procedures as may be established by the Commission;

b) participate, in so far as is practicable, in any special campaigns for combatting pests that may seriously threaten crop production and need international action to meet the emergencies; and

c) cooperate, to the extent practicable, in providing technical and biological information necessary for pest risk analysis.

2. Each contracting party shall designate a contact point for the exchange of information connected with the implementation of this Convention.

ARTICLE IX

Regional plant protection organizations

1. The contracting parties undertake to cooperate with one another in establishing regional plant protection organizations in appropriate areas.

zmov, pri čemer bodo uporabljale latinska imena, te sezname pa bodo dale na voljo sekretarju, regionalnim organizacijam za varstvo rastlin, katerih članice so, in na zahtevo tudi drugim pogodbenicam.

j) Pogodbenice bodo po najboljših močeh stalno nadzorovale škodljive organizme ter pridobivale in hranile ustrezne informacije o stanju škodljivih organizmov, da bi tako pomagale pri njihovi uvrstitvi ter pripomogle k oblikovanju ustreznih fitosanitarnih ukrepov. Pogodbenice bodo imele na zahtevo dostop do teh informacij.

3. Pogodbenica lahko uvede ukrepe iz tega člena za škodljive organizme, ki morda niso sposobni naselitve na njenem ozemlju, vendar lahko, če jim uspe priti na to ozemlje, povzročijo gospodarsko škodo. Ukrepi proti tem škodljivim organizmom morajo biti strokovno upravičeni.

4. Pogodbenice lahko ukrepe iz tega člena uvedejo za pošiljke v tranzitu čez njihova ozemlja le, če so takšni ukrepi strokovno upravičeni in potrebni za preprečevanje vnosa oziroma širjenja škodljivih organizmov.

5. Ta člen v ničemer ne preprečuje pogodbenicam uvoznicam posebnega uvoza rastlin in rastlinskih proizvodov ter drugih nadzorovanih predmetov ter rastlinam škodljivih organizmov, ki se v skladu z ustreznimi varovalnimi ukrepi opravi za potrebe znanstvenih raziskav, izobraževanja ali v druge posebne namene.

6. Ta člen v ničemer ne preprečuje pogodbenicam ustreznega varnostnega ukrepanja, če odkrije, da škodljivi organizem potencialno ogroža njihova ozemlja ali če so obveščene o takem odkritju. Tak ukrep bo čim prej ovrednoten, da se zagotovi upravičenost njegove nadaljnje uporabe. O takih ukrepih morajo biti nemudoma obveščene prizadete pogodbenice, sekretar in regionalne organizacije za varstvo rastlin, katerih članica je pogodbenica.

VIII. ČLEN

Mednarodno sodelovanje

1. Pogodbenice pri uresničevanju ciljev te konvencije sodelujejo med seboj v največjem možnem obsegu, zlasti pa:

a) v skladu s postopki, ki jih lahko določi komisija, sodelujejo pri izmenjavi informacij o rastlinam škodljivih organizmih, zlasti pri poročanju o pojavu, izbruhu ali širjenju škodljivih organizmov, ki bi utegnili biti neposredno ali potencialno nevarni,

b) sodelujejo, če je to izvedljivo, v vsaki posebni akciji za boj proti škodljivim organizmom, ki bi lahko resno ogrozili pridelek, če je za nujno rešitev problema potrebno mednarodno ukrepanje in

c) po najboljših močeh sodelujejo pri zagotavljanju strokovnih in bioloških podatkov, potrebnih za analizo nevarnosti škodljivih organizmov.

2. Pogodbenica določi kontaktno mesto za izmenjavo informacij, povezanih z izvajanjem te konvencije.

IX. ČLEN

Regionalne organizacije za varstvo rastlin

1. Pogodbenice se zavežejo, da bodo med seboj sodelovale pri ustanavljanju regionalnih organizacij za varstvo rastlin na ustreznih območjih.

2. The regional plant protection organizations shall function as the coordinating bodies in the areas covered, shall participate in various activities to achieve the objectives of this Convention and, where appropriate, shall gather and disseminate information.

3. The regional plant protection organizations shall cooperate with the Secretary in achieving the objectives of the Convention and, where appropriate, cooperate with the Secretary and the Commission in developing international standards.

4. The Secretary will convene regular Technical Consultations of representatives of regional plant protection organizations to:

a) promote the development and use of relevant international standards for phytosanitary measures; and

b) encourage inter-regional cooperation in promoting harmonized phytosanitary measures for controlling pests and in preventing their spread and/or introduction.

ARTICLE X Standards

1. The contracting parties agree to cooperate in the development of international standards in accordance with the procedures adopted by the Commission.

2. International standards shall be adopted by the Commission.

3. Regional standards should be consistent with the principles of this Convention; such standards may be deposited with the Commission for consideration as candidates for international standards for phytosanitary measures if more broadly applicable.

4. Contracting parties should take into account, as appropriate, international standards when undertaking activities related to this Convention.

ARTICLE XI Commission on Phytosanitary Measures

1. Contracting parties agree to establish the Commission on Phytosanitary Measures within the framework of the Food and Agriculture Organization of the United Nations (FAO).

2. The functions of the Commission shall be to promote the full implementation of the objectives of the Convention and, in particular, to:

a) review the state of plant protection in the world and the need for action to control the international spread of pests and their introduction into endangered areas;

b) establish and keep under review the necessary institutional arrangements and procedures for the development and adoption of international standards, and to adopt international standards;

c) establish rules and procedures for the resolution of disputes in accordance with Article XIII;

d) establish such subsidiary bodies of the Commission as may be necessary for the proper implementation of its functions;

e) adopt guidelines regarding the recognition of regional plant protection organizations;

2. Regionalne organizacije za varstvo rastlin delujejo kot koordinacijska telesa na območjih, ki jih pokrivajo, sodelujejo pri različnih aktivnostih za uresničevanje ciljev te konvencije in, kadar je to primerno, zbirajo in širijo informacije.

3. Regionalne organizacije za varstvo rastlin sodelujejo s sekretarjem pri uresničevanju ciljev te konvencije in, kadar je primerno, s sekretarjem in komisijo pri oblikovanju mednarodnih standardov.

4. Sekretar sklicuje redna strokovna posvetovanja s predstavniki regionalnih organizacij za varstvo rastlin, da bi:

a) spodbujali oblikovanje in uporabo ustreznih mednarodnih standardov za fitosanitarne ukrepe in

b) spodbujali medregionalno sodelovanje pri uveljavljanju usklajenih fitosanitarnih ukrepov za zatiranje škodljivih organizmov in pri preprečevanju njihovega širjenja oziroma vnašanja.

X. ČLEN Standardi

1. Pogodbenice soglašajo s sodelovanjem pri oblikovanju mednarodnih standardov v skladu s poslovnikom, ki ga sprejme komisija.

2. Mednarodne standarde sprejema komisija.

3. Regionalni standardi morajo biti skladni z načeli te konvencije; ti standardi so lahko predloženi komisiji, da jih prouči s stališča širše uporabnosti in jih morda sprejme kot mednarodne standarde za fitosanitarne ukrepe.

4. Pogodbenice bi morale pri izvajanju dejavnosti, povezanih s to konvencijo, upoštevati ustrezne mednarodne standarde.

XI. ČLEN Komisija za fitosanitarne ukrepe

1. Pogodbenice soglašajo, da bodo ustanovile komisijo za fitosanitarne ukrepe v okviru Organizacije Združenih narodov za prehrano in kmetijstvo (FAO).

2. Naloga komisije je spodbujati celovito uresničevanje ciljev konvencije in predvsem:

a) spremljati stanje varstva rastlin po svetu in ugotavljati potrebo po ukrepih za obvladovanje mednarodnega širjenja škodljivih organizmov ter njihovega vnašanja na ogrožena območja;

b) uvesti in redno spremljati potrebne institucionalne programe in postopke za oblikovanje in sprejemanje mednarodnih standardov ter sprejemati mednarodne standarde;

c) določiti pravila in postopke za reševanje sporov v skladu s XIII. členom;

d) ustanoviti pomožna telesa komisije, ki bi utegnili biti potrebna za ustrezno opravljanje njenih nalog;

e) sprejeti smernice v zvezi s priznavanjem regionalnih organizacij za varstvo rastlin;

f) establish cooperation with other relevant international organizations on matters covered by this Convention;

g) adopt such recommendations for the implementation of the Convention as necessary; and

h) perform such other functions as may be necessary to the fulfilment of the objectives of this Convention.

3. Membership in the Commission shall be open to all contracting parties.

4. Each contracting party may be represented at sessions of the Commission by a single delegate who may be accompanied by an alternate, and by experts and advisers. Alternates, experts and advisers may take part in the proceedings of the Commission but may not vote, except in the case of an alternate who is duly authorized to substitute for the delegate.

5. The contracting parties shall make every effort to reach agreement on all matters by consensus. If all efforts to reach consensus have been exhausted and no agreement is reached, the decision shall, as a last resort, be taken by a two-thirds majority of the contracting parties present and voting.

6. A member organization of FAO that is a contracting party and the member states of that member organization that are contracting parties shall exercise their membership rights and fulfil their membership obligations in accordance, *mutatis mutandis*, with the Constitution and General Rules of FAO.

7. The Commission may adopt and amend, as required, its own Rules of Procedure, which shall not be inconsistent with this Convention or with the Constitution of FAO.

8. The Chairperson of the Commission shall convene an annual regular session of the Commission.

9. Special sessions of the Commission shall be convened by the Chairperson of the Commission at the request of at least one-third of its members.

10. The Commission shall elect its Chairperson and no more than two Vice-Chairpersons, each of whom shall serve for a term of two years.

ARTICLE XII

Secretariat

1. The Secretary of the Commission shall be appointed by the Director-General of FAO.

2. The Secretary shall be assisted by such secretariat staff as may be required.

3. The Secretary shall be responsible for implementing the policies and activities of the Commission and carrying out such other functions as may be assigned to the Secretary by this Convention and shall report thereon to the Commission.

4. The Secretary shall disseminate:

a) international standards to all contracting parties within sixty days of adoption;

b) to all contracting parties, lists of points of entry under Article VII paragraph 2(d) communicated by contracting parties;

c) lists of regulated pests whose entry is prohibited or referred to in Article VII paragraph 2(i) to all contracting parties and regional plant protection organizations;

f) vzpostaviti sodelovanje z drugimi ustreznimi mednarodnimi organizacijami na področjih, ki jih obravnava ta konvencija;

g) sprejeti potrebna priporočila za izvajanje te konvencije in

h) izvajati druge naloge, ki bi utegnile biti potrebne za uresničevanje ciljev te konvencije.

3. Vse pogodbenice imajo pravico do članstva v komisiji.

4. Pogodbenico lahko na zasedanjih komisije zastopa en sam predstavnik, ki ga lahko spremljajo namestnik, strokovnjaki in svetovalci. Namestnik, strokovnjaki in svetovalci lahko sodelujejo pri delu komisije, ne morejo pa glasovati, razen, če je namestnik ustrezno pooblaščen za zastopanje predstavnika.

5. Pogodbenice storijo vse, kar je v njihovi moči, da dosežejo soglasje o vseh zadevah. Če so vse možnosti za doseg soglasja izčrpane in dogovor še vedno ni dosežen, je odločitev, če ni druge možnosti, sprejeta z dvotretjinsko večino pogodbenic, ki so navzoče in glasujejo.

6. Organizacija, članica FAO, ki je pogodbenica, in države, članice te organizacije, ki so pogodbenice, uveljavljajo svoje iz članstva izhajajoče pravice ter izpopolnjujejo svoje iz članstva izhajajoče obveznosti (*mutatis mutandis*) v skladu z ustavo in splošnimi pravili FAO.

7. Komisija lahko sprejema in po potrebi dopolnjuje svoj poslovnik, ki pa mora biti skladen s to konvencijo ali z ustavo FAO.

8. Predsednik komisije enkrat letno skliče redno letno zasedanje komisije.

9. Predsednik komisije sklicuje izredna zasedanja komisije na zahtevo vsaj tretjine članic.

10. Komisija izvoli predsednika in ne več kot dva podpredsednika, njihov mandat pa traja dve leti.

XII. ČLEN

Sekretariat

1. Sekretarja komisije imenuje generalni direktor FAO.

2. Sekretarju pomaga osebje sekretariata, če je to potrebno.

3. Sekretar je odgovoren za izvajanje politike in dejavnosti komisije ter opravljanje drugih nalog, ki izhajajo iz te konvencije, in o tem poroča komisiji.

4. Sekretar:

a) vse pogodbenice seznanj z mednarodnimi standardi v šestdesetih dneh po njihovem sprejetju;

b) vsem pogodbenicam pošlje sezname vstopnih mest iz točke d) drugega odstavka VII. člena, o katerih ga pogodbenice obvestijo;

c) vsem pogodbenicam in regionalnim organizacijam za varstvo rastlin pošlje sezname nadzorovanih škodljivih organizmov, katerih vnos je prepovedan ali se nanje nanaša točka i) drugega odstavka VII. člena;

d) information received from contracting parties on phytosanitary requirements, restrictions and prohibitions referred to in Article VII paragraph 2(b), and descriptions of official national plant protection organizations referred to in Article IV paragraph 4.

5. The Secretary shall provide translations in the official languages of FAO of documentation for meetings of the Commission and international standards.

6. The Secretary shall cooperate with regional plant protection organizations in achieving the aims of the Convention.

ARTICLE XIII

Settlement of disputes

1. If there is any dispute regarding the interpretation or application of this Convention, or if a contracting party considers that any action by another contracting party is in conflict with the obligations of the latter under Articles V and VII of this Convention, especially regarding the basis of prohibiting or restricting the imports of plants, plant products or other regulated articles coming from its territories, the contracting parties concerned shall consult among themselves as soon as possible with a view to resolving the dispute.

2. If the dispute cannot be resolved by the means referred to in paragraph 1, the contracting party or parties concerned may request the Director-General of FAO to appoint a committee of experts to consider the question in dispute, in accordance with rules and procedures that may be established by the Commission.

3. This Committee shall include representatives designated by each contracting party concerned. The Committee shall consider the question in dispute, taking into account all documents and other forms of evidence submitted by the contracting parties concerned. The Committee shall prepare a report on the technical aspects of the dispute for the purpose of seeking its resolution. The preparation of the report and its approval shall be according to rules and procedures established by the Commission, and it shall be transmitted by the Director-General to the contracting parties concerned. The report may also be submitted, upon its request, to the competent body of the international organization responsible for resolving trade disputes.

4. The contracting parties agree that the recommendations of such a committee, while not binding in character, will become the basis for renewed consideration by the contracting parties concerned of the matter out of which the disagreement arose.

5. The contracting parties concerned shall share the expenses of the experts.

6. The provisions of this Article shall be complementary to and not in derogation of the dispute settlement procedures provided for in other international agreements dealing with trade matters.

ARTICLE XIV

Substitution of prior agreements

This Convention shall terminate and replace, between contracting parties, the International Convention respecting measures to be taken against the *Phylloxera vastatrix* of 3 November 1881, the additional Convention signed at Berne

d) pošlje informacije, ki jih prejme od pogodbenic glede fitosanitarnih zahtev, omejitev in prepovedi iz točke b) drugega odstavka VII. člena in opise uradnih državnih organizacij za varstvo rastlin iz četrtega odstavka IV. člena.

5. Sekretar poskrbi, da so dokumentacija za zasedanja komisije in mednarodni standardi prevedeni v uradne jezike FAO.

6. Sekretar sodeluje z regionalnimi organizacijami za varstvo rastlin pri uresničevanju ciljev te konvencije.

XIII. ČLEN

Reševanje sporov

1. Če obstaja spor glede razlage ali uporabe te konvencije ali če pogodbenica meni, da je delovanje druge pogodbenice v nasprotju z njenimi obveznostmi iz V. in VII. člena te konvencije, zlasti glede osnove za prepoved ali omejitev uvoza rastlin, rastlinskih proizvodov ali drugih nadzorovanih predmetov, ki prihajajo z njenega ozemlja, se bodo v sporu udeležene pogodbenice med seboj čimprej posvetovali, da bi rešile ta spor.

2. Če spora ni mogoče rešiti na način, opisan v prvem odstavku, lahko v sporu udeležena pogodbenica ali pogodbenice zahtevajo od generalnega direktorja FAO, da imenuje odbor strokovnjakov, ki naj prouči sporno zadevo v skladu s pravili in postopki, ki jih določi komisija.

3. Člani tega odbora so predstavniki, ki jih imenuje vsaka v sporu udeležena pogodbenica. Komisija prouči sporno vprašanje, pri čemer upošteva vse listine in druge dokaze, ki jih predložijo v sporu udeležene pogodbenice. Odbor pripravi poročilo o strokovnih vidikih spora z namenom, da se spor razreši. Priprava poročila in njegova odobritev bosta potekala v skladu s pravili in postopki, ki jih določi komisija, generalni sekretar pa ga pošlje v sporu udeleženi pogodbenicam. Poročilo je lahko na zahtevo predloženo tudi pristojnemu organu mednarodne organizacije, ki je odgovoren za reševanje trgovinskih sporov.

4. Pogodbenice soglašajo, da v sporu udeležene pogodbenice na podlagi priporočil odbora, čeprav po svoji naravi niso zavezujoča, ponovno proučijo zadevo, zaradi katere je prišlo do spora.

5. V sporu udeležene pogodbenice si delijo stroške strokovnjakov.

6. Določbe tega člena dopolnjujejo in ne nadomestijo postopkov za reševanje sporov, opredeljenih v drugih mednarodnih sporazumih, ki obravnavajo trgovinske zadeve.

XIV. ČLEN

Nadomestitev prejšnjih sporazumov

S to konvencijo med pogodbenicami prenehajo veljati in se nadomestijo Mednarodna konvencija o ukrepih, ki jih je treba izvajati proti trtni uši *Phylloxera vastatrix*, podpisana 3. novembra 1881, dodatna konvencija, podpisana v Berne

on 15 April 1889 and the International Convention for the Protection of Plants signed at Rome on 16 April 1929.

ARTICLE XV

Territorial application

1. Any contracting party may at the time of ratification or adherence or at any time thereafter communicate to the Director-General of FAO a declaration that this Convention shall extend to all or any of the territories for the international relations of which it is responsible, and this Convention shall be applicable to all territories specified in the declaration as from the thirtieth day after the receipt of the declaration by the Director-General.

2. Any contracting party which has communicated to the Director-General of FAO a declaration in accordance with paragraph 1 of this Article may at any time communicate a further declaration modifying the scope of any former declaration or terminating the application of the provisions of the present Convention in respect of any territory. Such modification or termination shall take effect as from the thirtieth day after the receipt of the declaration by the Director-General.

3. The Director-General of FAO shall inform all contracting parties of any declaration received under this Article.

ARTICLE XVI

Supplementary agreements

1. The contracting parties may, for the purpose of meeting special problems of plant protection which need particular attention or action, enter into supplementary agreements. Such agreements may be applicable to specific regions, to specific pests, to specific plants and plant products, to specific methods of international transportation of plants and plant products, or otherwise supplement the provisions of this Convention.

2. Any such supplementary agreements shall come into force for each contracting party concerned after acceptance in accordance with the provisions of the supplementary agreements concerned.

3. Supplementary agreements shall promote the intent of this Convention and shall conform to the principles and provisions of this Convention, as well as to the principles of transparency, non-discrimination and the avoidance of disguised restrictions, particularly on international trade.

ARTICLE XVII

Ratification and adherence

1. This Convention shall be open for signature by all states until 1 May 1952 and shall be ratified at the earliest possible date. The instruments of ratification shall be deposited with the Director-General of FAO, who shall give notice of the date of deposit to each of the signatory states.

2. As soon as this Convention has come into force in accordance with Article XXII it shall be open for adherence by non-signatory states and member organizations of FAO. Adherence shall be effected by the deposit of an instrument of adherence with the Director-General of FAO, who shall notify all contracting parties.

3. When a member organization of FAO becomes a contracting party to this Convention, the member organizati-

nu, 15. aprila 1889, in Mednarodna konvencija o varstvu rastlin, podpisana v Rimu, 16. aprila 1929.

XV. ČLEN

Ozemeljska veljavnost

1. Pogodbenica lahko ob ratifikaciji ali pristopu ali kadar koli pozneje generalnemu direktorju FAO pošlje izjavo, da bo ta konvencija začela veljati za vsa ali nekatera ozemlja, za katere je odgovorna v mednarodnih odnosih; na vseh ozemljih, navedenih v izjavi, velja ta konvencija od tridesetega dne po tem, ko generalni direktor prejme tako izjavo.

2. Pogodbenica, ki je generalnemu direktorju FAO poslala izjavo v skladu s prvim odstavkom tega člena, lahko kadar koli pošlje novo izjavo, s katero spremeni obseg vsake prejšnje izjave ali preneha uporabljati določbe te konvencije na katerem koli ozemlju. Taka sprememba ali prenehanje uporabe določb velja od tridesetega dne po tem, ko je o tem obveščen generalni direktor.

3. Generalni direktor FAO vse pogodbenice obvesti o vseh izjavah, ki jih prejme v skladu s tem členom.

XVI. ČLEN

Dodatni sporazumi

1. Pogodbenice lahko za reševanje posebnih vprašanj, povezanih z varstvom rastlin, ki potrebujejo posebno pozornost ali ukrepanje, sklepajo dodatne sporazume. Taki sporazumi se lahko uporabljajo za določene regije, za določene škodljive organizme, za določene rastline in rastlinske proizvode, za določene metode mednarodnega prevoza rastlin in rastlinskih proizvodov, ali pa lahko kako drugače nadomestijo določbe te konvencije.

2. Vsi taki dodatni sporazumi začnejo veljati za zadevno pogodbenico, ko so sprejeti v skladu s svojimi določbami.

3. Dodatni sporazumi naj spodbujajo uresničevanje ciljev te konvencije in bodo v skladu z načeli in določbami te konvencije, pa tudi z načeli preglednosti, nediskriminacije in izogibanja prikritim omejitvam, zlasti v mednarodni trgovini.

XVII. ČLEN

Ratifikacija in pristop

1. Ta konvencija je na voljo za podpis vsem državam do 1. maja 1952 in bo čimprej ratificirana. Listine o ratifikaciji se deponirajo pri generalnem direktorju FAO, ki vsako državo podpisnico obvesti o datumu deponiranja.

2. Takoj ko ta konvencija začne veljati v skladu z 22. členom, lahko k njej pristopijo tudi države, ki je niso podpisale in organizacije, članice FAO. Pristopijo z deponiranjem listine o pristopu pri generalnem direktorju FAO, ki o tem obvesti vse pogodbenice.

3. Ko organizacija, članica FAO, postane pogodbenica te konvencije, ob svojem pristopu objavi v skladu z določba-

on shall, in accordance with the provisions of Article II paragraph 7 of the FAO Constitution, as appropriate, notify at the time of its adherence such modifications or clarifications to its declaration of competence submitted under Article II paragraph 5 of the FAO Constitution as may be necessary in light of its acceptance of this Convention. Any contracting party to this Convention may, at any time, request a member organization of FAO that is a contracting party to this Convention to provide information as to which, as between the member organization and its member states, is responsible for the implementation of any particular matter covered by this Convention. The member organization shall provide this information within a reasonable time.

ARTICLE XVIII

Non-contracting parties

The contracting parties shall encourage any state or member organization of FAO, not a party to this Convention, to accept this Convention, and shall encourage any non-contracting party to apply phytosanitary measures consistent with the provisions of this Convention and any international standards adopted hereunder.

ARTICLE XIX

Languages

1. The authentic languages of this Convention shall be all official languages of FAO.

2. Nothing in this Convention shall be construed as requiring contracting parties to provide and to publish documents or to provide copies of them other than in the language(s) of the contracting party, except as stated in paragraph 3 below.

3. The following documents shall be in at least one of the official languages of FAO:

- a) information provided according to Article IV paragraph 4;
- b) cover notes giving bibliographical data on documents transmitted according to Article VII paragraph 2(b);
- c) information provided according to Article VII paragraph 2(b), (d), (i) and (j);
- d) notes giving bibliographical data and a short summary of relevant documents on information provided according to Article VIII paragraph 1(a);
- e) requests for information from contact points as well as replies to such requests, but not including any attached documents;
- f) any document made available by contracting parties for meetings of the Commission.

ARTICLE XX

Technical assistance

The contracting parties agree to promote the provision of technical assistance to contracting parties, especially those that are developing contracting parties, either bilaterally or through the appropriate international organizations, with the objective of facilitating the implementation of this Convention.

ARTICLE XXI

Amendment

1. Any proposal by a contracting party for the amendment of this Convention shall be communicated to the Director-General of FAO.

mi sedmega odstavka II. člena ustave FAO spremembe ali pojasnila k izjavi o pristojnostih, predložene v skladu s petim odstavkom II. člena ustave FAO, kot je morda potrebno za sprejetje te konvencije. Pogodbenica lahko kadar koli zahteva od organizacije, članice FAO, ki je pogodbenica te konvencije, da ji priskrbi podatke o tem, katera od organizacij članic in njenih držav članic je odgovorna za izvajanje zadev, zajetih v tej konvenciji. Organizacija članica je dolžna te podatke priskrbeti v razumnem času.

XVIII. ČLEN

Nepogodbenice

Pogodbenice spodbujajo državo ali organizacijo članico FAO, ki ni pogodbenica te konvencije, naj sprejme konvencijo, spodbujajo pa tudi vsako nepogodbenico, naj uporablja fitosanitarne ukrepe, skladne z določbami te konvencije in mednarodnimi standardi, sprejetimi v skladu z njo.

XIX. ČLEN

Jeziki

1. Enakoveljavni jeziki te konvencije so vsi uradni jeziki FAO.

2. Dokumenti in kopije dokumentov, ki jih v skladu s to konvencijo priskrbijo ali objavijo pogodbenice, so lahko napisani v njenem jeziku (jezikih), razen v primerih, navedenih v tretjem odstavku spodaj.

3. Naslednji dokumenti bodo napisani vsaj v enem uradnem jeziku FAO:

- a) informacije, poslane v skladu s četrtem odstavkom IV. člena,
- b) spremna besedila, ki vsebujejo bibliografske podatke o dokumentih, poslanih v skladu s točko b) drugega odstavka VII. člena,
- c) informacije poslane v skladu s točkami b), d), i) in j) drugega odstavka VII. člena,
- d) bibliografski podatki in kratki povzetki dokumentov, povezanih z informacijami, poslanimi v skladu s točko a) prvega odstavka VIII. člena,
- e) zahteve po informacijah s kontaktnih mest ter odgovori na takšne zahteve, razen priloženih dokumentov,
- f) dokumenti, ki jih dajo na voljo pogodbenice za zasedanja komisije.

XX. ČLEN

Strokovna pomoč

Pogodbenice soglašajo, da se bodo za lažje izvajanje te konvencije zavemale za zagotavljanje strokovne pomoči pogodbenicam, zlasti tistim v razvoju, in sicer dvostransko ali v ustreznih mednarodnih organizacijah.

XXI. ČLEN

Spremembe

1. Pogodbenica pošlje predlog spremembe te konvencije generalnemu direktorju FAO.

2. Any proposed amendment of this Convention received by the Director-General of FAO from a contracting party shall be presented to a regular or special session of the Commission for approval and, if the amendment involves important technical changes or imposes additional obligations on the contracting parties, it shall be considered by an advisory committee of specialists convened by FAO prior to the Commission.

3. Notice of any proposed amendment of this Convention, other than amendments to the Annex, shall be transmitted to the contracting parties by the Director-General of FAO not later than the time when the agenda of the session of the Commission at which the matter is to be considered is dispatched.

4. Any such proposed amendment of this Convention shall require the approval of the Commission and shall come into force as from the thirtieth day after acceptance by two-thirds of the contracting parties. For the purpose of this Article, an instrument deposited by a member organization of FAO shall not be counted as additional to those deposited by member states of such an organization.

5. Amendments involving new obligations for contracting parties, however, shall come into force in respect of each contracting party only on acceptance by it and as from the thirtieth day after such acceptance. The instruments of acceptance of amendments involving new obligations shall be deposited with the Director-General of FAO, who shall inform all contracting parties of the receipt of acceptance and the entry into force of amendments.

6. Proposals for amendments to the model phytosanitary certificates set out in the Annex to this Convention shall be sent to the Secretary and shall be considered for approval by the Commission. Approved amendments to the model phytosanitary certificates set out in the Annex to this Convention shall become effective ninety days after their notification to the contracting parties by the Secretary.

7. For a period of not more than twelve months from an amendment to the model phytosanitary certificates set out in the Annex to this Convention becoming effective, the previous version of the phytosanitary certificates shall also be legally valid for the purpose of this Convention.

ARTICLE XXII

Entry into force

As soon as this Convention has been ratified by three signatory states it shall come into force among them. It shall come into force for each state or member organization of FAO ratifying or adhering thereafter from the date of deposit of its instrument of ratification or adherence.

ARTICLE XXIII

Denunciation

1. Any contracting party may at any time give notice of denunciation of this Convention by notification addressed to the Director-General of FAO. The Director-General shall at once inform all contracting parties.

2. Denunciation shall take effect one year from the date of receipt of the notification by the Director-General of FAO.

2. Predlagano spremembo te konvencije, ki jo od pogodbenice prejme generalni direktor FAO, ta predloži v odbritev komisiji na njenem rednem ali izrednem zasedanju, če pa gre pri dopolnjevanju za pomembne strokovne spremembe ali dodatne obveznosti pogodbenic, jih pred obravnavanjem komisije prouči svetovalni odbor strokovnjakov, ki ga skliče FAO.

3. Obvestilo o vseh predlaganih spremembah te konvencije, ki se nanašajo na prilogo, pošlje generalni direktor FAO pogodbenicam najpozneje takrat, ko jim pošlje tudi dnevni red zasedanja komisije, na katerem naj bi razpravljali o zadevi.

4. Predlagano spremembo te konvencije mora odobriti komisija, velja pa od tridesetega dne po tem, ko jo sprejmeta dve tretjini pogodbenic. Za namen tega člena se listina, ki jo deponira organizacija, članica FAO, ne prišteje tistim, ki jih deponirajo države, članice te organizacije.

5. Spremembe, ki pogodbenicam nalagajo nove obveznosti, veljajo za vsako pogodbenico le, če jih ta sprejme, in sicer od tridesetega dne po sprejetju. Listine o sprejetju sprememb, ki pogodbenicam nalagajo nove obveznosti, se deponirajo pri generalnem direktorju FAO, ki vse pogodbenice obvesti o prejemu in začetku veljavnosti teh amandmajev.

6. Predlogi sprememb k vzorčnim obrazcem fitosanitarnih spričeval iz priloge k tej konvenciji se pošljejo sekretarju, o njihovi odobritvi pa razpravlja komisija. Odobrene spremembe k vzorčnim obrazcem fitosanitarnih spričeval iz priloge k tej konvenciji začnejo veljati devetdeset dni po tem, ko sekretar uradno obvesti pogodbenice.

7. Največ dvanajst mesecev po tem, ko začnejo veljati spremembe k vzorčnim obrazcem fitosanitarnih spričeval iz priloge k tej konvenciji, ostanejo za potrebe te konvencije pravno veljavne tudi prejšnje različice fitosanitarnih spričeval.

XXII. ČLEN

Začetek veljavnosti

Takoj ko to konvencijo ratificirajo tri države podpisnice, začne med njimi veljati. Veljati začne tudi za vsako državo ali organizacijo članico FAO, ki jo ratificira ali k njej pristopi, in sicer od dneva deponiranja njene listine o ratifikaciji ali pristopu.

XXIII. ČLEN

Odpoved

1. Pogodbenica lahko kadar koli odpove ko konvencijo z uradnim obvestilom, in ga naslovi na generalnega direktorja FAO. Generalni direktor o tem nemudoma obvesti vse pogodbenice.

2. Odpoved začne veljati leto dni po dnevu, o generalni direktor FAO o tem prejme uradno obvestilo.

ANNEX

Model Phytosanitary Certificate

No. _____

Plant Protection Organization of _____

TO: Plant Protection Organization(s) of _____

I. Description of Consignment

Name and address of exporter: _____

Declared name and address of consignee: _____

Number and description of packages: _____

Distinguishing marks: _____

Place of origin: _____

Declared means of conveyance: _____

Declared point of entry: _____

Name of produce and quantity declared: _____

Botanical name of plants: _____

This is to certify that the plants, plant products or other regulated articles described herein have been inspected and/or tested according to appropriate official procedures and are considered to be free from the quarantine pests specified by the importing contracting party and to conform with the current phytosanitary requirements of the importing contracting party, including those for regulated non-quarantine pests.

They are deemed to be practically free from other pests.*

II. Additional Declaration

III. Disinfestation and/or Disinfection Treatment

Date _____ Treatment _____ Chemical (active ingredient) _____

Duration and temperature _____

Concentration _____

Additional information _____

(Stamp of Organization) _____

Place of issue _____

Name of authorized officer _____

Date _____

(Signature)

No financial liability with respect to this certificate shall attach to _____ (name of Plant Protection Organization) or to any of its officers or representatives.*

* Optional clause

Vzorčni obrazec fitosanitarnega spričevala

Št. _____

Organizacija za varstvo rastlin _____
Organizaciji(-am) za varstvo rastlin _____

I. Opis pošiljke

Ime in naslov izvoznika: _____
Prijavljeno ime in naslov prejemnika: _____
Število in opis pakiranj: _____
Značilne oznake: _____
Kraj porekla: _____
Prijavljeno prevozno sredstvo: _____
Prijavljeno vstopno mesto: _____
Ime proizvoda in prijavljena količina: _____
Botanična imena rastlin: _____

Potrjujemo, da so bile zgoraj navedene rastline, rastlinski proizvodi ali drugi nadzorovani predmeti inšpekcijsko pregledani oziroma preizkušeni v skladu z ustreznimi uradnimi postopki. Ugotovljeno je bilo, da ne vsebujejo karantenskih škodljivih organizmov, ki jih navaja pogodbenica uvoznica, ter da ustrezajo veljavnim fitosanitarnim zahtevam pogodbenice uvoznice, vključno s tistimi, ki veljajo za nadzorovane nekarantenske škodljive organizme.

Ugotovljeno je bilo tudi, da praktično ne vsebujejo drugih škodljivih organizmov.*

II. Dopolnilna izjava

III. Postopek dezinfekcije oziroma dezinfekcije

Datum _____ Postopek _____ Pripravek (aktivna snov) _____
Trajanje in temperatura _____
Koncentracija _____
Dodatni podatki _____Kraj izdaje _____
(Žig organizacije) Ime pooblaščenega uradnika _____
Datum _____

(Podpis)

_____(naziv organizacije za varstvo rastlin) ne prevzema nikakršne finačne odgovornosti v zvezi s tem spričevalom, to velja tudi za vse njene uradnike ali predstavnike*

* Neobvezna klavzula.

Model Phytosanitary Certificate for Re-Export

No. _____

Plant Protection Organization of _____ (contracting party of re-export)
TO: Plant Protection Organization(s) of _____ (contracting party(ies) of import)

I. Description of Consignment

Name and address of exporter: _____
Declared name and address of consignee: _____
Number and description of packages: _____
Distinguishing marks: _____
Place of origin: _____
Declared means of conveyance: _____
Declared point of entry: _____
Name of produce and quantity declared: _____
Botanical name of plants: _____

This is to certify that the plants, plant products or other regulated articles described above _____ were imported into (contracting party of re-export) _____ from _____ (contracting party of origin) covered by Phytosanitary Certificate No. _____, *original certified true copy of which is attached to this certificate; that they are packed repacked in original *new containers, that based on the original phytosanitary certificate and additional inspection , they are considered to conform with the current phytosanitary requirements of the importing contracting party, and that during storage in _____ (contracting party of re-export), the consignment has not been subjected to the risk of infestation or infection.

* Insert tick in appropriate boxes

II. Additional Declaration

III. Disinfestation and/or Disinfection Treatment

Date _____ Treatment _____ Chemical (active ingredient) _____
Duration and temperature _____
Concentration _____
Additional information _____

(Stamp of Organization) _____
Place of issue _____
Name of authorized officer _____
Date _____ (Signature)

No financial liability with respect to this certificate shall attach to _____ (name of Plant Protection Organization) or to any of its officers or representatives.**

** Optional clause

Vzorec fitosanitarnega spričevala za ponovni izvoz

Št. _____

Organizacija za varstvo rastlin _____ (pogodbenica, ki ponovno izvažata)
Organizaciji/-jam za varstvo rastlin _____ (pogodbenica(-e) uvoznica(-e))

I. Opis pošiljke

Ime in naslov izvoznika: _____
Prijavljeno ime in naslov prejemnika: _____
Število in opis pakiranj: _____
Značilne oznake: _____
Kraj porekla: _____
Prijavljeno prevozno sredstvo: _____
Prijavljeno vstopno mesto: _____
Ime proizvoda in prijavljena količina: _____
Botanična imena rastlin: _____

Potrdujemo, da so bile zgoraj navedene rastline, rastlinski proizvodi ali drugi nadzorovani predmeti _____ uvoženi v (pogodbenica, ki ponovno izvažata) _____ iz _____ (pogodbenica porekla) na podlagi fitosanitarnega spričevala št. _____, katerega *izvirnik overjena kopija izvornika je priložena temu spričevalu; da so pakirani prepakirani v izvorno *novo embalažo, za katere je na podlagi izvornega fitosanitarnega spričevala in dodatnega inšpekcijskega pregleda ugotovljeno, da so v skladu z veljavnimi fitosanitarnimi zahtevami pogodbene uvoznice in da med skladiščenjem v _____ (pogodbenica, ki ponovno izvažata) pošiljka ni bila izpostavljena nevarnosti infestacije ali infekcije.

* Označite ustrezne okvirčke

II. Dopolnilna izjava

III. Postopek dezinfekcije oziroma dezinfekcije

Datum _____ Postopek _____ Pripravek (aktivna snov) _____
Trajanje in temperatura _____
Koncentracija _____
Dodatni podatki _____

_____ (Žig organizacije) Kraj izdaje _____
Ime pooblaščenega uradnika _____
Datum _____ (Podpis)

_____ (naziv organizacije za varstvo rastlin) ne prevzema nobene finačne odgovornosti v zvezi s tem spričevalom, to velja tudi za vse njene uradnike ali predstavnike**

** Neobvezna klavzula.

3. člen

Za izvajanje konvencije je pristojno Ministrstvo za kmetijstvo, gozdarstvo in prehrano.

4. člen

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

Št. 801-12/00-18/1
Ljubljana, dne 29. avgusta 2000

Predsednik
Državnega zbora
Republike Slovenije
Janez Podobnik, dr. med. l. r.

114. Zakon o ratifikaciji Sporazuma o sodelovanju za preprečevanje čezmejnega kriminala in boj proti njemu (MSPČK)

Na podlagi druge alineje prvega odstavka 107. člena in prvega odstavka 91. člena Ustave Republike Slovenije izdajam

U K A Z**O RAZGLASITVI ZAKONA O RATIFIKACIJI SPORAZUMA O SODELOVANJU ZA PREPREČEVANJE ČEZMEJNEGA KRIMINALA IN BOJ PROTI NJEMU (MSPČK)**

Razglašam Zakon o ratifikaciji Sporazuma o sodelovanju za preprečevanje čezmejnega kriminala in boj proti njemu (MSPČK), ki ga je sprejel Državni zbor Republike Slovenije na seji 29. avgusta 2000.

Št. 001-22-162/00
Ljubljana, dne 6. septembra 2000

Predsednik
Republike Slovenije
Milan Kučan l. r.

Z A K O N**O RATIFIKACIJI SPORAZUMA O SODELOVANJU ZA PREPREČEVANJE ČEZMEJNEGA KRIMINALA IN BOJ PROTI NJEMU (MSPČK)**

1. člen

Ratificira se Sporazum o sodelovanju za preprečevanje čezmejnega kriminala in boj proti njemu, sestavljen v Bukarešti 26. maja 1999.

2. člen

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

A G R E E M E N T**ON COOPERATION TO PREVENT AND COMBAT TRANS-BORDER CRIME**

The Governments signing the Agreement, hereinafter referred to as "Parties",

Desiring to enlarge and to diversify their cooperation within the framework of the Southeast European Cooperative Initiative;

Considering the importance of commercial links among the Parties and with other countries, and desirous of contributing to the harmonious development of those links;

Recognising their mutual interest in combating Trans-border crime and developing closer regional law enforcement cooperation;

Convinced that crime conducted across the borders of the Parties is a serious threat to sovereignty and to legitimate commerce which can be effectively combated by cooperation among enforcement authorities;

Believing that, in order to obtain this objective, there should be an undertaking to develop cooperation of the widest possible scope among enforcement authorities;

Considering that trans-border crimes are prejudicial to the economic, fiscal and commercial interest of their respective countries;

Noting existing Agreements, arrangements or treaties on mutual assistance, and other international Agreements on law enforcement already accepted by the Parties;

Have agreed as follows:

Article 1
Definitions

For the purpose of this Agreement:

a. the term "trans-border law enforcement and customs authorities" means national competent authorities designated by the parties; this designation shall be confirmed with the SECI Secretariat and can be changed upon notification to the Secretariat;

S P O R A Z U M**O SODELOVANJU ZA PREPREČEVANJE ČEZMEJNEGA KRIMINALA IN BOJ PROTI NJEMU**

Vlade, ki podpisujejo sporazum, v nadaljevanju »pogodbenice«, so se

v želji, da povečajo in razširijo sodelovanje na različnih področjih v okviru Pobude za sodelovanje v jugovzhodni Evropi;

ob upoštevanju pomena trgovinskih povezav med pogodbenicami in z drugimi državami ter v želji, da prispevajo k usklajenemu razvoju teh povezav;

ob priznavanju njihovega skupnega interesa pri boju proti čezmejnemu kriminalu in razvijanju tesnejšega regionalnega sodelovanja pri odkrivanju in pregonu;

v prepričanju, da kriminal na obeh straneh meje pogodbenic resno ogroža suverenost in zakonito trgovino, proti čemur se je mogoče učinkovito boriti s sodelovanjem med organi odkrivanja in pregona;

v prepričanju, da naj bi se za dosego tega cilja zavezali za razvijanje čim širšega sodelovanja med organi odkrivanja in pregona;

ob upoštevanju, da čezmejni kriminal škoduje gospodarskemu, davčnemu in trgovinskemu interesu držav;

ob upoštevanju obstoječih sporazumov, dogovorov ali pogodb o medsebojni pomoči in drugih mednarodnih sporazumov o odkrivanju in pregonu, ki so jih sprejele pogodbenice,

dogovorile, kot sledi:

1. člen

Opredelitev pojmov

V tem sporazumu:

a. izraz »čezmejni organi odkrivanja in pregona ter carinski organi« pomeni pristojne državne organe, ki jih določijo pogodbenice; to imenovanje potrди sekretariat SECI in se lahko spremeni z uradnim obvestilom sekretariatu;

b. the term "trans-border crime" refers to all violations or attempted violations of national laws and regulations aimed at organizing, directing, aiding or facilitating international criminal activities;

c. the term "customs laws" means the laws and regulations enforced by the customs administrations concerning the importation, exportation, and transit or circulation of goods as they relate to customs duties, charges, and other taxes or to prohibitions, restrictions, and other similar controls respecting the movement of controlled items across national boundaries;

d. the term "information" means data in any form, documents, records, and reports or certified or authenticated copies thereof;

e. the term "person" means any natural or legal person;

f. the term "personal data" means all information relating to an identified or identifiable natural person;

g. the term "property" means assets of every kind and legal documents or instruments evidencing title to or an interest in such assets;

h. the term "provisional measures" means:

(1) temporarily prohibiting the conversion, disposition, movement, or transfer of property, or

(2) temporarily assuming custody or control of property on the basis of an order issued by a court or competent authority, or other means;

i. the term "forfeiture" means the deprivation of property by order of a court or competent authority and includes confiscation where applicable;

j. the term "requesting authority" means the authority described in article 1(a) that requests assistance in conformity with article 8 point 1;

k. the term "requested authority" means the authority described in article 1(a) from which assistance is requested in conformity with article 8 point 1.

Article 2

Scope of the Agreement

1. The Parties, through their designated authorities shall assist each other, in accordance with this Agreement, in preventing, detecting, investigating, prosecuting and repressing trans-border crime.

2. This Agreement shall not be interpreted as prejudicing or affecting the application of the Treaty on European Union, the Schengen Agreement of 14 June 1985 and the Convention for the application of the Schengen Agreement of 19 June 1990, international Agreements, Agreements on mutual assistance, and other international Agreements on law enforcement already accepted by the Parties; nor any mutual legal assistance, Agreement, arrangement or treaty currently in force between any of the Parties to this Agreement, or which may subsequently be concluded by them.

3. Each Party shall execute requests for assistance made pursuant to the Agreement in accordance with its national law.

4. In order to improve the effectiveness of the prevention, detection, investigation and prosecution of trans-border criminal violations, and as active members of ICPO-Interpol for police matters, World Customs Organization for customs matters, the SECI participating countries shall exchange and develop criminal information in partnership with their law enforcement authorities and with the Interpol General Secretariat and WCO.

b. izraz »čezmejni kriminal« se nanaša na vse kršitve ali poskuse kršitev notranje zakonodaje in predpisov držav, ki so namenjene organiziranju, usmerjanju, podpiranju ali omogočanju mednarodne kriminalne dejavnosti;

c. izraz »carinska zakonodaja« pomeni zakone in predpise, ki so jih uveljavile carinske uprave za uvoz, izvoz in tranzit ali gibanje blaga, ki se nanašajo na carine, dajatve in druge davščine ali na prepovedi, omejitve in druge podobne nadzore za pretok nadzorovanega blaga čez državne meje;

d. izraz »informacije« pomeni podatke v kateri koli obliki, dokumente, zapise in poročila ali njihove potrjene oziroma overjene kopije;

e. izraz »oseba« pomeni vsako fizično ali pravno osebo;

f. izraz »osebni podatki« pomeni vse podatke, ki se nanašajo na določenega ali določljivega posameznika;

g. izraz »premoženje« pomeni premoženje kakršne koli vrste in pravne dokumente ali listine, ki dokazujejo lastništvo ali delež lastništva takega premoženja;

h. izraz »začasni ukrepi« pomeni:

(1) začasno prepoved zamenjave, premika ali prenosa premoženja ali razpolaganja z njim, ali

(2) začasen prevzem skrbništva ali nadzora nad premoženjem na podlagi odredbe sodišča ali pristojnega organa, ali na drug način;

i. izraz »odvzem« pomeni odvzem premoženja na podlagi odredbe sodišča ali pristojnega organa in vključuje zaplembo, kadar je to primerno;

j. izraz »organ prosilec« pomeni organ, opredeljen v točki a) 1. člena, ki zaprosi za pomoč v skladu s prvo točko 8. člena;

k. izraz »zaprošeni organ« pomeni organ, opredeljen v točki a) 1. člena, ki se zaprosi za pomoč v skladu s prvo točko 8. člena.

2. člen

Obseg sporazuma

1. Pogodbenice si v skladu s tem sporazumom pomagajo s pomočjo organov, ki jih določijo, pri preprečevanju, odkrivanju, preiskovanju, preganjanju in zatiranju čezmejnega kriminala.

2. Ta sporazum se ne razlaga v škodo in ne vpliva na uporabo Pogodbe o ustanovitvi Evropske unije, Schengenskega sporazuma z dne 14. junija 1985 in Konvencije o uporabi Schengenskega sporazuma z dne 19. junija 1990, mednarodnih sporazumov, sporazumov o medsebojni pomoči in drugih mednarodnih sporazumov o odkrivanju in pregonu, ki so jih že sprejele pogodbenice, medsebojne pravne pomoči, sporazuma, dogovora ali pogodbe, ki trenutno velja med pogodbenicami tega sporazuma, ali ki jih lahko kasneje sklenejo med seboj.

3. Vsaka pogodbenica rešuje zaprosila za pomoč po sporazumu v skladu s svojim notranjim pravom.

4. Za izboljšanje učinkovitosti preprečevanja, odkrivanja, preiskovanja in preganjanja čezmejnega kriminala ter kot aktivne članice Mednarodne organizacije kriminalističnih policij – Interpola za policijske zadeve, Svetovne carinske organizacije za carinske zadeve, države, ki sodelujejo v SECI, izmenjujejo in pripravljajo informacije v zvezi s kriminalom v sodelovanju s svojimi organi odkrivanja in pregona ter z generalnim sekretariatom Interpola in Svetovno carinsko organizacijo.

Article 3

Forms of Specific Assistance

1. Upon request or upon its own initiative, a Party shall provide assistance to another Party in the form of information concerning trans-border crime.

2. Upon request, a Party shall provide assistance in the form of information necessary to ensure the enforcement of national laws and regulations, and the accurate assessment of customs duties and other taxes by the Parties.

3. Upon request or upon its own initiative, a Party may provide assistance in the form of information, including but not limited to, information concerning:

- a. methods and techniques of processing passengers and cargo;
 - b. the successful application of enforcement aids and techniques;
 - c. enforcement actions that might be useful
 - d. new methods used in committing offences.
4. The Parties shall cooperate in:
- a. facilitating effective coordination;
 - b. establishing and maintaining channels of communication to facilitate the secure and rapid exchange of information;
 - c. as appropriate, providing mutually any other kind of technical assistance through the exchange of professional, scientific and technical knowledge;
 - d. the consideration and testing of new equipment or procedures; and
 - e. any other general administrative matters that may from time to time require their joint action.
 - f. the implementation of the methods of controlled deliveries in compliance with the national law of the parties concerned.

5. Upon request, the Parties shall inform each other whether goods exported from the territory of one Party have been lawfully imported into the territory of the other Party. If requested, the information shall contain the procedure used for clearing the goods.

6. Upon request, a requested Party shall provide, to the extent of its ability, within the limits of its available resources, and pursuant to national law, information relating to:

a. persons known to the requesting authority to have committed a trans-border crime or suspected of doing so, particularly those moving into and out of its territory;

b. goods either in transport or in storage identified by the requesting authority as giving rise to suspected illicit traffic toward its territory;

and

c. means of transport suspected of being used in offences within the territory of the requesting Party.

7. Upon request or on their own initiative, the Parties shall furnish to each other information regarding activities that may result in trans-border crimes. In situations that could involve substantial damage to the economy, public health, public security, or similar vital interest of another Party, a Party wherever possible, shall supply such information without being requested to do so.

8. In conformity with national law, the Parties shall provide assistance through the use of provisional measures and in proceedings involving property and proceeds, and/or instrumentalities of trans-border crime, subject to these provisional measures.

9. The Parties may, subject to their national law:

a. dispose of property, proceeds, and instrumentalities forfeited as a result of assistance provided under this Agreement in control of the property, proceeds, and instrumentalities;

3. člen

Oblike posebne pomoči

1. Pogodbenica na zaprosilo ali na svojo pobudo pomaga drugi pogodbenici v obliki informacij o čezmejnem kriminalu.

2. Pogodbenica na zaprosilo pomaga s potrebnimi informacijami, da pogodbenice lahko zagotovijo izvajanje notranjih zakonov in predpisov in natančno odmerjanje carin in drugih davščin.

3. Pogodbenica lahko na zaprosilo ali na svojo pobudo pomaga z informacijami, ki so med drugim tudi informacije o:

- a. načinih in metodah za obravnavo potnikov in tovora,
 - b. uspešni uporabi pripomočkov in metod za odkrivanje in pregon,
 - c. ukrepov odkrivanja in pregona, ki bi lahko bili koristni,
 - d. novih načinov storitev kaznivih dejanjih.
4. Pogodbenice sodelujejo pri:
- a. olajševanju učinkovitega usklajevanja;
 - b. vzpostavljanju in ohranjanju poti komuniciranja za olajšanje varne in hitre izmenjave informacij;
 - c. če je primerno, vzajemnem zagotavljanju vsake druge vrste strokovne pomoči z izmenjavo strokovnega, znanstvenega in tehničnega znanja;
 - d. proučevanju in preizkušanju nove opreme ali postopkov in
 - e. vsaki drugi splošni upravni zadevi, ki od časa do časa zahteva skupno ukrepanje;
 - f. izvajanju metode kontroliranih pošilk v skladu z notranjim pravom pogodbenic.

5. Na zaprosilo se pogodbenice obvestijo, ali je blago, izvoženo z ozemlja ene pogodbenice, zakonito uvoženo na ozemlje druge pogodbenice. Če je tako zaproseno, se v informaciji navede postopek, uporabljen za carinjenje blaga.

6. Zaprošena pogodbenica na zaprosilo po svojih najboljših močeh v mejah razpoložljivih virov in v skladu z notranjim pravom da informacije, ki se nanašajo na:

a. osebe, za katere organ prosilec ve, da so storile čezmejno kaznivo dejanje ali so osumljene, da so to storile, zlasti tiste, ki prihajajo na njegovo ozemlje in odhajajo z njega;

b. blago, ki se prevaža ali je skladiščeno, za katero organ prosilec domneva, da bi se z njim lahko nezakonito trgovalo na ozemlju pogodbenice, in

c. prevozna sredstva, za katera se domneva, da se uporabljajo pri kršitvah na ozemlju pogodbenice prosilke.

7. Pogodbenice na zaprosilo ali na svojo pobudo druga dajo informacije v zvezi z dejavnostmi, katerih posledica je lahko čezmejno kaznivo dejanje. V razmerah, ki bi lahko bile povezane z veliko škodo gospodarstvu, javnemu zdravju, javni varnosti ali podobnim življenjskim interesom druge pogodbenice, pogodbenica, če je le mogoče, priskrbi take informacije, ne da bi bila za to zaprosena.

8. V skladu z notranjim pravom pogodbenice pomagajo z uporabo začasnih ukrepov in v postopkih v zvezi s premoženjem in koristmi in/ali sredstvi, pridobljenimi s čezmejnimi kriminalom ob upoštevanju teh začasnih ukrepov.

9. Pogodbenice lahko ob upoštevanju svojega notranjega prava:

a. razpolagajo s premoženjem, koristmi in sredstvi, odvzetimi na podlagi dane pomoči po tem sporazumu pri nadzoru nad premoženjem, koristmi in sredstvi;

b. transfer forfeited property, proceeds, or instrumentalities, or the proceeds of their sale, to the other Party upon such terms as may be agreed.

Article 4

Confidentiality of Information and protection of personal data

1. Information obtained under this Agreement shall be afforded the same degree of confidentiality by the requesting authority that applies to similar information in its custody.

2. Without prejudice to the provisions of the Convention for Protection of Individuals with Regard To Automatic Processing of Personal Data (Council of Europe, ETS No. 108 Strasbourg 28 Jan. 1981) personal data received under this Agreement will have protection at least equivalent to that afforded by the supplying Party.

3. Information obtained under this Agreement shall be used solely for the purposes of this Agreement. Where requesting authority asks for the use of such information for other purposes, including its dissemination to another State, it shall obtain the prior written consent of the requested authority, which furnished the information. Such use shall then be subject to any conditions established by that authority.

4. Unless the requested Party indicates otherwise, Paragraph 3 shall not impede the use of information in any judicial or administrative proceedings subsequently instituted for commission a trans-border crime. The Parties may, in their records of evidence, reports and testimonies and in proceedings and charges brought before the courts, use as evidence information obtained and documents consulted in accordance with the provisions of this Agreement. The competent authority, which supplied that information, shall be notified before such use.

Article 5

Liability and legal protection for unauthorised or incorrect data processing

1. Each Party shall be liable, in accordance with its national law, for any damage caused to an individual as a result of legal or factual errors in data transmitted at SECI Center.

2. Only the Party in which the event which gave rise to the damage occurred may be the subject of an action for compensation on the part of the injured party, who shall apply to the courts having jurisdiction under the national law of the SECI state involved.

3. A Party may not plead that another Party had transmitted inaccurate data in order to avoid its liability under its national legislation vis-a-vis an injured party. If these legal or factual errors occurred as a result of data erroneously communicated or of failure to comply with the obligations laid down in this Agreement on the part of one or more Parties or as a result of unauthorised or incorrect transmitted, the other Party in question shall be bound to repay, on request, the amounts paid as compensation unless the data were used by the party in the territory of which the damage was caused in breach of this Agreement.

Article 6

Files and Documents

1. Upon request, the requested authority shall provide properly authenticated copies of files, documents and other materials, relating to trans-border crimes.

2. Unless the requesting authority specifically requests originals or copies, the requested authority may transmit computer-based information in any form. The requested

b. prenesejo odvzeto premoženje, koristi ali sredstva ali prihodek od prodaje drugi pogodbenici po dogovorjenih pogojih.

4. člen

Zaupnost informacij in varstvo osebnih podatkov

1. Organ prosilec označi informacije, pridobljene po tem sporazumu, z enako stopnjo zaupnosti, kot jo uporablja za podobne informacije, ki jih hrani.

2. Brez škode za določbe Konvencije o varstvu posameznikov glede na avtomatsko obdelavo osebnih podatkov (Svet Evrope, pogodba št. 108, Strasbourg 28. januar 1981) bodo osebni podatki, prejeti po tem sporazumu, varovani vsaj tako, kot jih varuje pogodbenica, ki jih je dala.

3. Informacije, pridobljene po tem sporazumu, se uporabijo izključno za namene tega sporazuma. Če organ prosilec prosi za uporabo takih informacij za druge namene, vključno z njihovim širjenjem v drugo državo, mora prej pridobiti pisno soglasje zaprosenega organa, ki je dal informacije. Za tako uporabo potem veljajo vsi pogoji, ki jih določi ta organ.

4. Če zaprosena pogodbenica ne navede drugače, tretji odstavek ne preprečuje uporabe informacij v sodnih ali upravnih postopkih, ki so uvedeni kasneje zaradi čezmejnega kriminala. Pogodbenice lahko v dokaznem gradivu, poročilih in pričevanjih in v postopkih pred sodišči ter obtožnicah kot dokaz uporabijo pridobljene informacije in uporabljene dokumente v skladu z določbami tega sporazuma. Pred uporabo informacij je treba o tem uradno obvestiti pristojni organ, ki jih je dal.

5. člen

Odgovornost in pravno varstvo za nepooblaščen ali nepravilno obdelavo podatkov

1. Vsaka pogodbenica je v skladu s svojim notranjim pravom odgovorna za kakršno koli škodo, ki jo je povzročil posameznik zaradi pravnih ali dejanskih napak v podatkih, poslanih centru SECI.

2. Le pogodbenica, v kateri je prišlo do dogodka, ki je povzročil škodo, lahko nastopa v odškodninski tožbi v imenu oškodovanca, ki se obrne na sodišča, pristojna po notranjem pravu prizadete države SECI.

3. Pogodbenica se ne sme sklicevati na to, da ji je druga pogodbenica dala netočne podatke, da bi se izognila svoji odgovornosti do oškodovanca po svoji notranji zakonodaji. Če je prišlo do takih pravnih ali dejanskih napak, ker so bili podatki napačno sporočeni ali zaradi tega, ker ena ali več pogodbenic ni izpolnilo obveznosti iz tega sporazuma, ali zaradi nepooblaščenosti ali nepravilno prenesenih podatkov, je druga pogodbenica na zahtevo dolžna povrniti vsote, ki so bile plačane kot odškodnina, razen če ni podatkov uporabila na ozemlju, na katerem je bila škoda povzročena s kršenjem tega sporazuma.

6. člen

Spisi in dokumenti

1. Zaprošeni organ na zaprosilo priskrbi ustrezno overjene kopije spisov, dokumentov in drugega gradiva, ki se nanašajo na čezmejni kriminal.

2. Razen če organ prosilec posebej ne zaprosi za izvornike ali kopije, lahko zaprošeni organ pošlje informacije v kakršni koli elektronski obliki. Zaprošeni organ hkrati poš-

authority, at the same time, shall supply all information relevant for interpreting or utilising computer-based information.

3. If the requested authority agrees, officials designated by the requesting authority may examine, in the offices of the requested authority, information relevant to a trans-border crime, and make copies there of or extract information therefrom.

Article 7

Witnesses and experts

1. An official of a requested authority may be authorised to appear, within the limitation of the authorisation granted, as expert or witness in administrative or judicial proceedings in the requesting Party regarding the matters covered by the present Agreement, and provide files, documents, or other materials or copies thereof. The request for an appearance shall indicate specifically on what matter and by virtue of what title or qualification the official will appear as witness or as expert.

2. The requesting Party is duty bound to take all necessary measures for the protection of the personal security of the officials during their stay in the territory of its State, under Paragraph 1 of this article. The transport and daily expenses of these officials shall be borne by the requesting Party.

Article 8

Communication of Requests

1. Requests pursuant to this Agreement shall be made in writing directly by the designated authorities in English or in such other language acceptable to the requested authorities. Information deemed useful for the execution of requests shall accompany the request. In urgent situations, oral requests may be made and accepted, but shall be confirmed in writing within 48 hours. Each Party shall designate a national single point of first contact to transmit and receive requests, and disseminate its contact details via the Centre Secretariat.

2. Requests shall include:

- a. The name of the designated authorities and of the persons therein making the request;
- b. the nature of the matter or proceedings, including the laws, rules and other legal provisions involved
- c. a brief statement of the facts and trans-border crimes involved;
- d. the nature of the assistance sought;
- e. the reason for the request, and the use to which the information will be put;
- f. the names and addresses of the persons concerned in the matter written in accordance with their international identifying documents, if known.

Article 9

Execution of Requests

1. The requested authority shall take all reasonable measures to execute a request and shall endeavour to secure any measure necessary for that purpose.

2. If the requested authority can not itself execute the request, it shall take steps to obtain its execution as it were acting on its own behalf and in compliance with its national law, and so advise the requesting authority.

3. The requested authority shall conduct or, if feasible and in accordance with national law, permit the requesting authority to conduct such inspections, verifications, fact-finding inquiries, or other investigative steps, including the questioning of experts, witnesses, and persons suspected of having committed a trans-border crime, as are necessary to execute a request.

lje tudi informacije, potrebne za razlago ali uporabo elektronske informacije.

3. Če se zaproseni organ strinja, lahko uradne osebe, ki jih določijo organ prosilec, v uradih zaprosenega organa proučijo informacije, ki se nanašajo na čezmejni kriminal, in jih kopirajo ali iz njih izberejo informacije.

7. člen

Priče in izvedenci

1. Uradna oseba zaprosenega organa je lahko pooblaščenca, da v okviru danega pooblastila nastopa kot izvedenec ali priča v upravnih ali sodnih postopkih v pogodbenici prosilki v zadevah, ki jih zajema ta sporazum, in priskrbi spise, dokumente ali drugo gradivo ali njihove kopije. Vabilo na sodišče posebej navaja, o kateri zadevi in na podlagi katerega pravnega naslova ali v kakšni vlogi bo uradna oseba nastopila kot priča ali izvedenec.

2. Pogodbenica prosilka mora sprejeti vse potrebne ukrepe za osebno varnost uradnih oseb v času njihovega bivanja na ozemlju njene države po prvem odstavku tega člena. Prevoz in dnevnice za te uradne osebe krije pogodbenica prosilka.

8. člen

Pošiljanje zaprosil

1. Zaposila po tem sporazumu neposredno pošljejo določeni organi pisno v angleškem jeziku ali v drugem jeziku, sprejemljivem za zaprosene organe. Zaposilu so priložene informacije, ki so lahko koristne za njegovo reševanje. V nujnih primerih so lahko zaposila ustno dana in sprejeta, vendar pa jih je treba pisno potrditi v 48 urah. Vsaka pogodbenica določi eno samo točko za prvi stik v državi, ki prenaša in sprejema zaposila, in podatke o tej točki sporoči prek sekretariata centra.

2. Zaposila vključujejo:

- a. ime določenih organov in oseb v njih, ki pošiljajo zaposilo;
- b. vrsto zadeve ali postopka skupaj z ustreznimi zakoni, pravili in drugimi pravnimi določbami;
- c. kratko navedbo dejstev in čezmejnega kriminala, na katerega se zaposilo nanaša;
- d. vrsto zaprosene pomoči;
- e. razlog za zaposilo in namen uporabe informacij;

f. imena in naslove oseb, vpletenih v zadevo, napisane v skladu z njihovimi mednarodnimi identifikacijskimi listinami, če so znani.

9. člen

Reševanje zaprosil

1. Zaprošeni organ sprejme vse ustrezne ukrepe, da reši zaposilo, in si prizadeva, da ukrene vse potrebno v ta namen.

2. Če zaprošeni organ sam ne more rešiti zaposila, sprejme ukrepe za njegovo rešitev, kot če bi deloval v svojem imenu in v skladu s svojim notranjim pravom, in to sporoči organu prosilcu.

3. Zaprošeni organ vodi, ali če je izvedljivo in v skladu z notranjim pravom, dovoli organu prosilcu, da opravlja take preglede, preverjanja, poizvedbe za ugotavljanje dejstev ali izvaja druge preiskovalne ukrepe, vključno z zasliševanjem izvedencev, prič in oseb, osumljenih čezmejnega kriminala, ki so potrebni za rešitev zaposila.

4. In order to facilitate concerted action, and upon request, the requesting authority shall be advised in advance of the time and place of any action to be taken in execution of a request.

5. Upon request, the requested authority shall authorise, if feasible and in accordance with its national law, to the fullest extent possible, officials of the requesting authority to be present in the territory of the requested authority to assist in execution of a request.

6. The requested authority shall comply with a request that a certain procedure be followed to the extent that the national law of the requested Party does not prohibit such procedure.

Article 10 Exemptions

1. Where a requested authority determines that granting assistance would infringe upon sovereignty, security, public policy or other substantive national interest, or would be inconsistent with national law and regulations, it may refuse or withhold assistance, or may grant it subject to the satisfaction of certain conditions or requirements.

2. If the requesting authority would be unable to comply if the requested authority made a similar request, it shall draw attention to the fact in its request. Compliance with such a request shall be at the discretion of the requested authority.

3. The requested authority may postpone assistance on the grounds that it will interfere with an ongoing investigation, prosecution, or proceeding. In such instance, the requested authority shall consult with the requesting authority to determine if assistance can be given subject to such terms or conditions as the requested authority may require.

4. In the event that a request cannot be complied with, the requesting authority shall be promptly notified and provided with a statement of the reasons for postponement or denial of the request. Circumstances that might be of importance for the further pursuit of the case shall also be provided to the requesting authority.

Article 11 Costs

1. The Parties shall normally waive all claims for reimbursement of costs incurred in the implementation of this Agreement with the exception of expenses for witnesses, fees of experts, and the cost of translators and interpreters other than government employees.

2. If expenses of a substantial and extraordinary nature are or will be required to execute the request, the authorities shall consult to determine the terms and conditions under which the request will be executed as well as the manner in which the cost shall be borne.

Article 12 Implementation of the Agreement

1. A Joint Cooperation Committee is hereby established in Bucharest, consisting of representatives of the designated authorities of the Parties, with each Party having one vote in the Committee. A representative of ICPO-Interpol and World Customs Organization shall serve as a permanent adviser to the Joint Cooperation Committee. The Joint Cooperation Committee shall meet at least once a year at place and on a date with an agenda fixed by mutual consent.

2. The Joint Cooperation Committee shall, inter alia:
(a) ensure the proper functioning of this Agreement;
(b) examine all issues arising from its application;

4. Da bi olajšal usklajeno ukrepanje in na podlagi zaprosila je treba organu prosilcu vnaprej sporočiti čas in kraj vsakega dejanja v zvezi z reševanjem zaprosila.

5. Če je izvedljivo in v skladu z notranjim pravom zaproseni organ na zaprosilo v največjem možnem obsegu pooblasti uradne osebe organa prosilca, da so prisotni na ozemlju zaprosenega organa, da pomagajo pri reševanju zaprosila.

6. Zaprošeni organ ugotovi, da se ravna po določenem postopku, če notranja zakonodaja zaprosene pogodbenice ne prepoveduje takega postopka.

10. člen Izjeme

1. Če zaproseni organ ugotovi, da bi odobritev pomoči prizadela njeno suverenost, varnost, javni red ali drug pomemben državni interes ali ne bi bila v skladu z notranjim pravom in predpisi, lahko zavrne ali odreče pomoč ali jo lahko odobri ob izpolnitvi določenih pogojev ali zahtev.

2. Če organ prosilec ne bi mogel ugoditi podobnemu zaprosilu zaprosenega organa, na to opozori v svojem zaprosilu. O ugoditvi takemu zaprosilu odloči zaproseni organ po svoji presoji.

3. Zaprošeni organ lahko odloži pomoč z utemeljitvijo, da bi to posegalo v preiskavo, pregon ali postopek, ki tečejo. V takem primeru se zaproseni organ lahko posvetuje z organom prosilcem, da ugotovi, ali se lahko pomaga ob upoštevanju morebitnih rokov ali pogojev zaprosenega organa.

4. Če zaprosilu ni mogoče ugoditi, je treba takoj uradno obvestiti organ prosilec in navesti razloge za odložitev ali zavrnitev zaprosila. Organ prosilec se tudi obvesti o okoliščinah, ki bi lahko bile pomembne za nadaljnji postopek.

11. člen Stroški

1. Pogodbenice se običajno odpovejo vsem zahtevkom za povračilo stroškov, ki nastanejo pri izvajanju tega sporazuma, razen izdatkov za priče, honorarjev izvedencev ter stroškov prevajalcev in tolmačev, če ti niso vladni uslužbenci.

2. Če so ali bodo za izpolnjevanje zaprosil potrebni veliki ali izredni izdatki, se organi posvetujejo in določijo roke in pogoje, pod katerimi se bo zaprosilo reševalo, in način kritja stroškov.

12. člen Izvajanje sporazuma

1. S tem se ustanovi Skupni odbor za sodelovanje v Bukarešti, ki ga sestavljajo predstavniki določenih organov pogodbenic, vsaka pogodbenica pa ima en glas v odboru. Predstavnika Mednarodne organizacije kriminalističnih policij – Interpol in Svetovne carinske organizacije sta stalna svetovalca Skupnemu odboru za sodelovanje. Skupni odbor za sodelovanje se sestane vsaj enkrat letno, kraj in čas sestanka ter dnevni red pa se določijo z medsebojnim dogovorom.

2. Skupni odbor za sodelovanje med drugim:
a. zagotavlja pravilno delovanje tega sporazuma;
b. proučuje vsa vprašanja, ki izhajajo iz njegove uporabe;

(c) take measures necessary for cooperation in accordance with the scope of this Agreement;

(d) exchange views on any points of common interest regarding cooperation, including future measures and the resources for them;

(e) recommend solutions aimed at attaining its objectives.

3. The Joint Cooperation Committee which is the highest institutional body of the SECI Center shall adopt its rules of procedure by consensus.

4. The Joint Cooperation Committee shall consult with other relevant international agencies, such as the United Nations Economic Commission for Europe (UNECE), the United Nations Office for Drug Control and Crime Prevention (UNODCCP), WCO, Interpol and Europol on the effective functioning of the Agreement and of the SECI Centre.

Article 13

Southeast European Cooperative Initiative Regional Center for Combating Trans-border Crime (SECI Centre)

1. The SECI Center will be established in Bucharest, Romania.

2. The SECI Center will operate in accordance with a Charter of Organisation and Operation of the SECI Center for Combating Trans-border Crime to be adopted by the Parties as soon as possible and annexed to and incorporated in this Agreement.

3. The activity of the SECI Center will be coordinated by the Joint Cooperation Committee.

Article 14

Application

This Agreement shall be applicable to the state territory of each Party.

Article 15

Settlement of Disputes

In case of a dispute between two or more Parties or between a Contracting Party and the Center concerning the interpretation or application of this Agreement, the Parties concerned shall consult and, if necessary, they shall submit the dispute to the Joint Cooperation Committee for consideration and appropriate action.

Article 16

Entry into Force and Termination

1. This Agreement shall enter into force on the first day of the month following the date on which three Parties notify the depositary of the completion of their national procedures required for the entry into force of the Agreement.

2. For each State participating in SECI, acceding to this Agreement after its entry into force, this Agreement shall enter into force on the first day of the month following the date on which that State notifies the depositary of its instrument of ratification, acceptance, approval or accession.

For any state, other than a state participating in SECI, the decision to allow accession to this Agreement after its entry into force can be taken only by consensus of the SECI participating states. For those states, this Agreement shall enter into force on the first day of the month following the date on which that state notifies the depositary of its instrument of ratification, acceptance, approval or accession.

3. The Government of Romania shall act as depositary of this Agreement. The depositary shall inform the Parties of the notification referred to in paragraphs 1 and 2 as well as the date of entry into force of the Agreement.

c. sprejema ukrepe, ki so potrebni za sodelovanje v skladu s tem sporazumom;

d. izmenjuje stališča do vseh skupnih interesov sodelovanja, vključno z nadaljnjimi ukrepi in viri zanje;

e. priporoča rešitve za doseganje ciljev.

3. Skupni odbor za sodelovanje, ki je najvišji institucionalni organ centra SECI, soglasno sprejme poslovnik.

4. Skupni odbor za sodelovanje se o učinkovitem izva-
janju sporazuma in delovanju centra SECI posvetuje z drugimi ustreznimi mednarodnimi organizacijami, kot so Gospodarska komisija Združenih narodov za Evropo (UNECE), Urad Združenih narodov za nadzor nad drogami in preprečevanje kriminala (UNODCCP), Svetovna carinska organizacija (WCO), Interpol in Europol.

13. člen

Regionalni center Pobude za sodelovanje v jugovzhodni Evropi (Center SECI) za boj proti čezmejnemu kriminalu

1. Center SECI bo ustanovljen v Bukarešti v Romuniji.

2. Center SECI bo deloval v skladu z Listino o organizaciji in delovanju Centra SECI za boj proti čezmejnemu kriminalu, ki jo morajo pogodbenice sprejeti čim prej in bo kot priloga vključena v ta sporazum.

3. Dejavnosti Centra SECI bo usklajeval Skupni odbor za sodelovanje.

14. člen

Uporaba

Ta sporazum se uporablja na državnem ozemlju vsake pogodbenice.

15. člen

Reševanje sporov

Pri sporu med dvema ali več pogodbenicami ali med pogodbenico in centrom zaradi razlage ali uporabe tega sporazuma se prizadete pogodbenice posvetujejo, in če je potrebno, predložijo spor Skupnemu odboru za sodelovanje v proučitev in ustrezno ukrepanje.

16. člen

Začetek in prenehanje veljavnosti

1. Sporazum začne veljati prvi dan meseca po dnevu, ko tri pogodbenice obvestijo depozitarja, da so končani njihovi notranji postopki, potrebni za začetek veljavnosti sporazuma.

2. Za vsako državo, ki sodeluje v SECI in pristopi k temu sporazumu po začetku veljavnosti, začne sporazum veljati prvi dan meseca po dnevu, ko država obvesti depozitarja o svoji listini o ratifikaciji, sprejetju, odobritvi ali pristopu. Za vsako državo, razen za državo, ki sodeluje v SECI, se odločitev, da se dovoli pristop k sporazumu po začetku njegove veljavnosti, lahko sprejme samo s soglasjem držav, ki sodelujejo v SECI. Za te države začne sporazum veljati prvi dan meseca po dnevu, ko država uradno obvesti depozitarja o svoji listini o ratifikaciji, sprejetju, odobritvi ali pristopu.

3. Depozitar tega sporazuma je Vlada Romunije. Depozitar obvesti pogodbenice o uradnih obvestilih iz prvega in drugega odstavka kot tudi o dnevu začetka veljavnosti sporazuma.

4. A Party may withdraw from this Agreement at any time by notification to the depository which shall transmit a certified copy to each party. Withdrawal shall take effect three months from the date of notification. Ongoing proceedings at the time of withdrawal shall nonetheless be completed in accordance with the provisions of this Agreement.

Article 17
Amendments

1. Amendments to this Agreement may be proposed by any Party. Any proposed amendment shall be sent to the depository who shall communicate it to the parties.

2. Parties shall notify the depository as soon as possible of their acceptance of proposed amendments to this Agreement.

3. Amendments adopted in accordance with paragraph 2 by consensus shall enter into force in accordance with article 16.

4. If an objection to the recommended amendment is notified to the depository, the amendment shall be deemed not to have been accepted and shall be of no effect.

The original of this Agreement in a single copy in the English language shall be deposited with the Government of Romania, as depository, which shall transmit a certified copy to each party.

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

Done at Bucharest, Romania on May 26, 1999

Ambassador Extraordinary and
Plenipotentiary to Bucharest
H.E. Mr. **Marko Bello**, s.

Deputy Minister – Ministry of Civil
Affairs and Communications
Recica Nudzeim, s.

Chief Secretary –
Ministry of Interior
Mr. **Bojhidar Dimitrov Popov**, s.

Secretary General – Ministry of
Justice
Mr. **Georgios Andreopoulos**, s.

Deputy State Secretary – Ministry of
Foreign Affairs
Mr. **Rudolf Joo**, s.

Undersecretary –
Ministry of Interior
Mr. **Ulber Ljufi**, s.

Minister of Interior
H.E. Mr. **Victor Catana**, s.

Undersecretary – Undersecretariat for
Customs
Mr. **Ramazan Uludag**, s.

Minister of Interior
H.E. Mr. **Constantin Dudu Ionescu**, s.

Director General – Customs
Directorate
Mr. **Josip Knezić**, s.

4. Pogodbenica lahko kadar koli odpove sporazum z uradnim obvestilom depozitarju, ki vsaki pogodbenici pošlje overjeno kopijo. Odpoved začne veljati tri mesece po datumu uradnega obvestila. Postopki, ki tečejo v času odpovedi, se ne glede na to dokončajo v skladu z določbami tega sporazuma.

17. člen
Spremembe

1. Spremembe tega sporazuma lahko predlaga vsaka pogodbenica. Vsaka predlagana sprememba se pošlje depozitarju, ki jo sporoči pogodbenicam.

2. Pogodbenice čim prej obvestijo depozitarja o sprejetju predlaganih sprememb tega sporazuma.

3. Soglasno sprejete spremembe v skladu z drugim odstavkom začnejo veljati v skladu s 16. členom.

4. Če je depozitar uradno obveščen o ugovoru na priporočeno spremembo, se šteje, da sprememba ni bila sprejeta in ne velja.

Izvirnik tega sporazuma v enem izvodu v angleškem jeziku se hrani pri Vladi Romunije kot depozitarju, ki pošlje overjeno kopijo vsaki pogodbenici.

DA BI TO POTRDILI, so podpisani, ki so jih njihove vlade pravilno pooblastile, podpisali ta sporazum.

Sestavljeno v Bukarešti v Romuniji 26. maja 1999.

Izredni in pooblaščen
veleposlanik v Bukarešti
Nj. e. g. **Marko Bello** l. r.

Namestnik ministra – Ministrstvo za
civilne zadeve in komunikacije
Recica Nudzeim l. r.

Glavni sekretar –
Ministrstvo za notranje zadeve
g. **Bojhidar Dimitrov Popov** l. r.

Generalni sekretar – Ministrstvo za
pravosodje
g. **Georgios Andreopoulos** l. r.

Namestnik državnega sekretarja –
Ministrstvo za zunanje zadeve
g. **Rudolf Joo** l. r.

Podsekretar –
Ministrstvo za notranje zadeve
g. **Ulber Ljufi** l. r.

Minister za notranje zadeve
Nj. e. g. **Victor Catana** l. r.

Podsekretar – Podsekretariat za
carino
g. **Ramazan Uludag** l. r.

Minister za notranje zadeve
Nj. e. g. **Constantin Dudu Ionescu** l. r.

Generalni direktor – Direkcija za
carine
g. **Josip Knezić** l. r.

**CHARTER
OF ORGANIZATION AND OPERATION
OF THE SOUTHEAST EUROPEAN COOPERATIVE
INITIATIVE – SECI- REGIONAL CENTER
(SECI CENTER) FOR THE COMBATING OF
TRANS-BORDER CRIME**

1. CENTER OBJECTIVES

1.1 Development of effective joint interagency working relationships at the SECI Center and between and within participating states.

1.2 The parties, through their liaison officers, will cooperatively seek to identify, prevent, investigate and combat trans-border crime through information and document exchange and other appropriate activities as provided for in the Agreement.

1.3 Assistance to pending customs and criminal investigations of trans-border crime.

1.4 Identification, study and proposals on issues which have a bearing on the quality of law enforcement cooperation in the region.

1.5 Coordination of liaison with ICPO-Interpol and the World Customs Organization to minimize duplication of effort and maximize the impact of the various programs existing and being developed.

2. CENTER PARTICIPANT ACTIVITY

2.1 SECI Center activity shall be in accordance with the terms of the SECI "Agreement on Cooperation to Prevent and Combat Trans-Border Crime".

2.2 The SECI Center shall use the ICPO-INTERPOL and World Customs Organization standard procedures and technical system for the transmission, storage, search, retrieval and analysis of agreed categories of information related to trans-border crime as agreed by the Joint Cooperation Committee.

2.3 The SECI Center will organize ad hoc working meetings, and as appropriate and consistent with the national law, will support operational activities within participating states, at their request.

2.4 In order to appoint or to withdraw liaison officers to the SECI Center, the parties will in writing notify the Director of the SECI Center, who will then notify the Joint Cooperation Committee.

3. PERMANENT OBSERVERS

3.1. Status of a Permanent Observer shall be approved by the Joint Cooperation Committee.

4. STATUS OF THE CENTER

4.1. The SECI Center shall be the subject of an agreement between SECI Joint Cooperation Committee and the host country. This agreement shall address the privileges and immunities of personnel and premises, as well as the services and security and other arrangements to be provided by the host country.

5. ORGANIZATION AND OPERATION OF THE CENTER

5.1. Personnel and structure

5.1.1. A director from a party to the Agreement shall be elected by a two-thirds majority of the Joint Cooperation Committee to serve for a two year term of office and will be responsible for the management and organization of all personnel at the SECI Center. That Director may be re-elected

**LISTINA
O ORGANIZACIJI IN DELOVANJU
REGIONALNEGA CENTRA POBUDE ZA
SODELOVANJE V JUGOVZHODNI EVROPI
(CENTER SECI) ZA BOJ PROTI ČEZMEJNEMU
KRIMINALU**

1 CILJI CENTRA

1.1 Razvoj učinkovitih skupnih medoddelčnih delovnih odnosov v Centru SECI ter med sodelujočimi državami in v njih.

1.2 Pogodbenice bodo prek svojih uradnikov za zveze skušale skupaj identificirati, preprečiti, preiskovati čezmejni kriminal in se boriti proti njemu s pomočjo izmenjave informacij in dokumentov in drugih ustreznih dejavnosti, predvidenih v sporazumu.

1.3 Pomoč pri nerešenih carinskih in kriminalističnih preiskavah čezmejnega kriminala.

1.4 Prepoznavanje in proučevanje vprašanj, ki vplivajo na kakovost sodelovanja pri odkrivanju in pregonu v regiji, in predlogov v zvezi z njimi.

1.5 Usklajevanje povezav z Mednarodno organizacijo kriminalističnih policij – Interpolom in Svetovno carinsko organizacijo za zmanjšanje podvajanja dela in povečanje vpliva različnih obstoječih programov in programov v razvoju.

2. DEJAVNOSTI SODELUJOČIH V CENTRU

2.1 Dejavnost Centra SECI je v skladu z določili Sporazuma SECI o sodelovanju za preprečevanje čezmejnega kriminala in boj proti njemu.

2.2 Center SECI uporablja standardne postopke in tehnične sisteme Mednarodne organizacije kriminalističnih policij – Interpola in Svetovne carinske organizacije za prenos, shranjevanje, iskanje, ponovno pridobivanje in analizo dogovorjenih vrst informacij, ki so povezane s čezmejnim kriminalom, kot se je dogovoril Skupni odbor za sodelovanje.

2.3 Center SECI bo organiziral delovne sestanke ad hoc in na zaprosilo sodelujočih držav podpiral operativne dejavnosti v njih, če bo to potrebno ter v skladu z njihovim notranjim pravom.

2.4 Za imenovanje ali odpoklic uradnika za zveze za Center SECI bodo pogodbenice uradno pisno obvestile direktorja Centra SECI, ki bo nato uradno obvestil Skupni odbor za sodelovanje.

3. STALNI OPAZOVALCI

3.1 Skupni odbor za sodelovanje odobri status stalnega opazovalca.

4. STATUS CENTRA

4.1 Skupni odbor za sodelovanje SECI in država gostiteljica skleneta sporazum o Centru SECI. Ta sporazum obravnava privilegije in imunitete osebja in prostorov kot tudi storitve in varnosti in vse drugo, kar uredi država gostiteljica.

5. ORGANIZACIJA IN DELOVANJE CENTRA

5.1 Osebe in ustroj

5.1.1 Direktor iz ene od pogodbenic sporazuma se izvoli z dvetretjinsko večino Skupnega odbora za sodelovanje za dveletni mandat in bo v Centru SECI odgovoren za upravljanje in organizacijo vsega osebja. Direktor je lahko ponovno izvoljen za drugi dveletni mandat z dvetretjinsko

to a second two year term by a two-thirds vote and by consensus for a third two year term. The Director may be terminated, for cause, by a two thirds vote of the Joint Cooperation Committee.

5.1.2. The Joint Cooperation Committee, in coordination with the Director shall define the Strategic Plan (vision, mission and performance standards) for the SECI Center.

5.1.3. Liaison officers (customs, police and border enforcement attachés) may be seconded to the SECI Center by participating countries.

5.1.4. The building and maintenance for the SECI Center shall be provided by the host country. The supporting staff (technical and administrative) shall be provided by the host country, and as appropriate, by a member state.

5.2. Funding

5.2.1. Responsibility for the funding of the SECI Center's budget shall be established by the Joint Cooperation Committee.

5.2.2 A system of funding, budget planning, and supervision of expenses shall be developed and approved by the Joint Cooperation Committee.

5.2.3 The salary of the SECI Center's Director will be funded through the budget of the SECI Center, its limits being determined by the Joint Cooperation Committee.

The salary of liaison officers will be paid by the sending state.

večino glasov in za tretji dveletni mandat s soglasno izvolitvijo. Direktorju lahko funkcija preneha iz tehtnega razloga, če tako glasujeta dve tretjini članov Skupnega odbora za sodelovanje.

5.1.2 Skupni odbor za sodelovanje v sodelovanju z direktorjem opredeli strateški plan za Center SECI (vizija, poslanstvo in standardi poslovanja).

5.1.3 Sodelujoče države lahko pošljejo na delo v Center SECI uradnike za zvezo (cariniki, policija in predstavniki obmejnih organov odkrivanja in pregona).

5.1.4 Za stavbo in vzdrževanje Centra SECI poskrbi država gostiteljica. Pomožno osebje (tehnično in administrativno) zagotovi država gostiteljica in po potrebi kakšna država članica.

5.2 Financiranje

5.2.1 Odgovornost za financiranje proračuna Centra SECI določi Skupni odbor za sodelovanje.

5.2.2 Sistem financiranja, načrtovanje proračuna in nadzor nad izdatki pripravi in potrdi Skupni odbor za sodelovanje.

5.2.3 Plača direktorja centra SECI se bo financirala iz proračuna Centra SECI, višino pa določi Skupni odbor za sodelovanje. Plače uradnikov za zvezo bo plačala država pošiljateljica.

3. člen

Republika Slovenija si v skladu z 19. členom Dunajske konvencije o pogodbenem pravu (Uradni list SFRJ – Mednarodne pogodbe, št. 30/72; akt o nasledstvu, Uradni list RS – Mednarodne pogodbe, št. 9/92) pridržuje pravico, da bo 4. člen sporazuma izvajala le v obsegu, da bo izmenjevala informacije samo z državami, ki so pogodbenice Konvencije o varstvu posameznikov glede na avtomatsko obdelavo osebnih podatkov, Strasbourg, 28. januar 1981, (Uradni list RS št. 11/94 – Mednarodne pogodbe št. 3/94) oziroma imajo to ustrezno notranjepravno urejeno.

Prav tako si Republika Slovenija pridržuje pravico, da bo dokončno odločitev v zvezi s sodelovanjem v Centru SECI v Bukarešti, ustanovljenem s 13. členom sporazuma, sprejela potem, ko bo dokončno znana višina stroškov, ki jih bo treba kriti.

4. člen

Za izvajanje sporazuma skrbi Ministrstvo za notranje zadeve v sodelovanju z Ministrstvom za finance.

5. člen

Ta zakon začne veljati naslednji dan po objavi v Uradnem listu – Mednarodne pogodbe.

Št. 212-05/00-15/1

Ljubljana, dne 29. avgusta 2000

Predsednik
Državnega zbora
Republike Slovenije
Janez Podobnik, dr. med. l. r.

115. Zakon o ratifikaciji Sporazuma med Vlado Republike Slovenije in Vlado Republike Bolgarije o sodelovanju na področju veterinarske medicine (BBOSVM)

Na podlagi druge alineje prvega odstavka 107. člena in prvega odstavka 91. člena Ustave Republike Slovenije izdajam

U K A Z**O RAZGLASITVI ZAKONA O RATIFIKACIJI SPORAZUMA MED VLADO REPUBLIKE SLOVENIJE IN VLADO REPUBLIKE BOLGARIJE O SODELOVANJU NA PODROČJU VETERINARSKE MEDICINE (BBOSVM)**

Razglašam Zakon o ratifikaciji Sporazuma med Vlado Republike Slovenije in Vlado Republike Bolgarije o sodelovanju na področju veterinarske medicine (BBOSVM), ki ga je sprejel Državni zbor Republike Slovenije na seji 29. avgusta 2000.

Št. 001-22-164/00

Ljubljana, dne 6. septembra 2000

Predsednik
Republike Slovenije
Milan Kučan l. r.

Z A K O N**O RATIFIKACIJI SPORAZUMA MED VLADO REPUBLIKE SLOVENIJE IN VLADO REPUBLIKE BOLGARIJE O SODELOVANJU NA PODROČJU VETERINARSKE MEDICINE (BBOSVM)**

1. člen

Ratificira se Sporazum med Vlado Republike Slovenije in Vlado Republike Bolgarije o sodelovanju na področju veterinarske medicine, podpisan 30. junija 1998 v Sofiji.

2. člen

Sporazum se v izvirniku v slovenskem in angleškem jeziku glasi:*

S P O R A Z U M**MED VLADO REPUBLIKE SLOVENIJE
IN VLADO REPUBLIKE BOLGARIJE
O SODELOVANJU NA PODROČJU
VETERINARSKE MEDICINE**

Za razvoj in sodelovanje na področju veterinarske medicine in s posebnim poudarkom na preventivnih dejavnostih pri nadziranju kužnih bolezni in preprečevanju njihovega širjenja sta se Vlada Republike Slovenije in Vlada Republike Bolgarije (v nadaljevanju: pogodbenici) sporazumeli o naslednjem:

1. člen

Za preprečevanje širitve kužnih bolezni in nadzora nad trgovanjem z živali živalskega izvora na ozemljih Slovenije in Bolgarije pogodbenici sodelujeta pri spremljanju izvoza, uvoza in tranzita živali, živil in surovin živalskega izvora.

2. člen

Pristojni veterinarski organi pogodbenic pripravijo vse potrebne sporazume o pogojih izvoza, uvoza in tranzita živali, živil in surovin živalskega izvora.

A G R E E M E N T**BETWEEN THE GOVERNMENT OF THE
REPUBLIC OF SLOVENIA AND THE
GOVERNMENT OF THE REPUBLIC OF BULGARIA
ON COOPERATION IN THE FIELD OF
VETERINARY MEDICINE**

With the purpose of development and cooperation in the field of veterinary medicine and with a special stress on preventive activities in controlling infectious diseases and in preventing their spread, the Government of the Republic of Slovenia and the Government of the Republic of Bulgaria (hereinafter: Contracting Parties) agree on the following:

Article 1

For the purpose of preventing the spread of infectious diseases and of controlling the trade in foodstuffs of animal origin in the territories of Slovenia and Bulgaria, the Contracting Parties shall cooperate in monitoring the export, import, and transit of animals, foodstuffs and material of animal origin.

Article 2

The competent veterinary authorities of the Contracting Parties shall prepare all the necessary agreements on export, import and transit conditions for animals, foodstuffs and material of animal origin.

* Besedilo izvirnika v bolgarskem jeziku je na vpogled v Sektorju za mednarodne pravne zadeve Ministrstva za zunanje zadeve Republike Slovenije.

3. člen

1. Pristojni veterinarski organi pogodbenic se sporazumejo, da:

– se nemudoma obvestijo o vsakem žarišču bolezni, ki je navedena na seznamu A Kodeksa bolezni Mednarodnega urada za epizootije, in o boleznih, ki so se na ozemlju pogodbenice pojavile prvič ali ponovno po večletni odsotnosti;

– informacije o izbruhu omenjenih bolezni vsebujejo podatke o vrsti in številu okuženih živali, zemljepisni določitvi žarišča, uporabljeni diagnostični metodi in ukrepih, sprejetih za njihovo izkoreninjenje. Pri slinavki in parkljevki poleg drugih informacij sporočijo tudi tip izoliranega virusa;

– se v primeru izbruha kužne bolezni pogodbenici redno obveščata o gibanju te bolezni in sprejetih ukrepih za izkoreninjenje, dokler se bolezen ne izkorenini ali ni pod nadzorom;

– se pogodbenici na zahtevo ene pogodbenice obveščata tudi o boleznih s seznamom B Kodeksa bolezni Mednarodnega urada za epizootije.

2. Če se ena od bolezni, omenjenih v prvem odstavku 3. člena, pojavi na ozemlju ene pogodbenice, si pogodbenici pomagata pri postavljanju diagnoze takšne bolezni in si na zahtevo pomagata pri izoliranju povzročitelja.

3. Pristojni veterinarski organi pogodbenic si redno izmenjujejo mesečne podatke o kužnih boleznih živali, ki se pojavijo na ozemlju obeh držav.

4. Pristojni veterinarski organi se medsebojno obveščajo o pogojih uvoza živali, živil in surovin živalskega izvora in odpadkov živalskega izvora ter o morebitnih spremembah in dopolnitvah. Veterinarska spričevala se izdajo v jezikih pogodbenic in tudi v angleščini.

4. člen

Pristojni veterinarski organi pogodbenic se medsebojno obveščajo o novih dosežkih in uporabi veterinarskega znanja na področju veterinarske medicine, da bi preprečili in nadzirali kužne, parazitske in druge živalske bolezni.

5. člen

Pogodbenici sodelujeta pri raziskovalnem delu na področju veterinarske medicine z izmenjavo znanja in izkušenj na dodiplomski in podiplomski stopnji:

– z izmenjavo strokovnjakov in znanstvenikov,
– s sodelovanjem med veterinarskimi raziskovalnimi ustanovami in diagnostičnimi laboratoriji,
– z izmenjavo publikacij in revij s področja veterinarske medicine,
– z medsebojnim obveščanjem o strokovnih srečanjih in izmenjavo veterinarske zakonodaje.

6. člen

Veterinarski organi pogodbenic izmenično spremljajo in nadzirajo spoštovanje določb tega sporazuma.

Article 3

1. The competent veterinary authorities of the Contracting Parties shall agree upon the following:

– to provide reciprocal and immediate information on each and every outbreak of any disease registered under list A of Code of Diseases of the International Organisation for Epizootics and on diseases which have appeared in the territory of the Contracting Parties for the first time or again after several years of absence;

– information on the outbreak of the above-mentioned diseases shall contain data on the species and the number of infected animals, the geographical location of the outbreak, the diagnostic method used, and the eradication measures undertaken. In cases of foot and mouth disease, the type of the isolated virus shall be reported in addition to all other information;

– in case of an outbreak of an infectious disease the Contracting Parties shall regularly inform each other on the movement thereof and on the eradication measures undertaken until the disease is eradicated or brought under control;

– the Contracting Parties shall, on the request of one Contracting Party, also inform each other of diseases under list B of Code of Diseases of the International Organisation for Epizootics.

2. Should any of the diseases mentioned in Article 3, paragraph 1, appear in the territory of one Contracting Party, the two Contracting Parties shall provide mutual help in diagnosing such a disease, and on request provide assistance in isolating the cause.

3. The competent veterinary authorities of the Contracting Parties shall regularly exchange monthly data on infectious animal diseases that occur in the territory of the two states.

4. The competent veterinary authorities shall provide reciprocal information on conditions for the import of animals, foodstuffs and material of animal origin and waste of animal origin, and on eventual changes and additions. Veterinary certificates are issued in the languages of the Contracting Parties and also in English.

Article 4

The competent veterinary authorities of the Contracting Parties shall provide reciprocal information on new achievements and on the use of veterinary knowledge in the field of veterinary medicine with the aim of preventing and controlling infectious, parasitic and other animal diseases.

Article 5

The Contracting Parties shall cooperate in research work in the field of veterinary medicine by exchanging knowledge and experience at undergraduate and post-graduate levels through:

– the exchange of experts and scientific personnel,
– cooperation among veterinary research institutions and diagnostic laboratories,
– the exchange of publications and magazines in the field of veterinary medicine,
– reciprocal information on expert meetings and exchange of veterinary legislation.

Article 6

The veterinary authorities of the Contracting Parties shall monitor the observance of the provisions of this agreement alternately.

7. člen

Izmenjava podatkov, strokovnih revij in veterinarskih publikacij je brezplačna.

8. člen

Če je potrebno, se predstavniki veterinarskih organov pogodbenic sestanejo neposredno in izmenjajo potrebne informacije. Za reševanje zapletenih strokovnih vprašanj lahko organizirajo posamezna srečanja in posvetovanja. Sporna vprašanja v zvezi z izvajanjem tega sporazuma se rešujejo z razgovori med pristojnimi veterinarskimi organi pogodbenic, ki lahko sprejmejo posebne ukrepe.

9. člen

Veterinarsko-sanitarna konvencija med Zveznim izvršnim svetom Skupščine socialistične federativne republike Jugoslavije in Vlado Ljudske republike Bolgarije, podpisana v Skopju 21. marca 1986, preneha veljati v odnosih med Republiko Slovenijo in Republiko Bolgarijo z dnem, ko začne veljati ta sporazum.

10. člen

Ta sporazum mora biti odobren v skladu z notranjo zakonodajo pogodbenic in začne veljati 30. dan od dne izmenjave diplomatskih not o njegovi odobritvi.

Ta sporazum se sklene za pet let in se samodejno podaljšuje za naslednja petletna obdobja, razen če ena od pogodbenic najkasneje šest mesecev pred iztekom tega obdobja pisno obvesti drugo pogodbenico, da ga namerava odpovedati.

Sestavljeno v Sofiji dne 30. junija 1998 v dveh izvornikih v slovenskem, bolgarskem in angleškem jeziku, pri čemer so vsa besedila enako verodostojna. Ob razlikah pri razlagi je odločilno angleško besedilo.

Za Vlado
Republike Slovenije
Ernest Petrič l. r.

Za Vlado
Republike Bolgarije
Vencislav Varbanov l. r.

Article 7

The exchange of data, expert magazines and veterinary publications shall be free of charge.

Article 8

If the need arises, representatives of the veterinary authorities of the two Contracting Parties shall meet directly and exchange the necessary information. In cases of solving complex expert issues they can organize individual meetings and consultations. Controversial questions regarding the implementation of this agreement shall be resolved through talks between the competent veterinary authorities of the Contracting Parties which can adopt special measures.

Article 9

The Veterinary and Sanitary Convention between the Federal Executive Council of the Assembly of the Socialist Federative Republic of Yugoslavia and the Government of the People's Republic of Bulgaria, signed in Skopje on 21 March 1986, shall cease to be valid in relations between the Republic of Slovenia and the Republic of Bulgaria on the date this agreement enters into force.

Article 10

This agreement is subject to approval in accordance with the national legislation of the Contracting Parties and shall enter into force on the 30th day from the date of exchange of diplomatic notes on its approval.

This agreement shall be concluded for five years and is automatically prolonged for the following five-year periods, unless one of the Contracting Parties, within six months prior to the expiry of this period, notifies in writing the other Contracting Party of its intention to terminate it.

Done at Sofia on 30 June 1998 in two original copies in the Slovene, Bulgarian and English languages, all texts being equally authentic. In case of divergence of interpretation the English text shall prevail.

For the Government of
the Republic of Slovenia
Ernest Petrič (s)

For the Government of
the Republic of Bulgaria
Vencislav Varbanov (s)

3. člen

Za izvajanje sporazuma skrbi Ministrstvo za kmetijstvo, gozdarstvo in prehrano.

4. člen

Ta zakon začne veljati naslednji dan po objavi v Uradnem listu Republike Slovenije - Mednarodne pogodbe.

Št. 510-04/00-4/1
Ljubljana, dne 29. avgusta 2000

Predsednik
Državnega zbora
Republike Slovenije
Janez Podobnik, dr. med. l. r.

116. Zakon o ratifikaciji Sporazuma med Vlado Republike Slovenije in Organizacijo severnoatlantskega pakta o tranzitu za KFOR (MOSAPK)

Na podlagi druge alineje prvega odstavka 107. člena in prvega odstavka 91. člena Ustave Republike Slovenije izdajam

U K A Z**O RAZGLASITVI ZAKONA O RATIFIKACIJI SPORAZUMA MED VLADO REPUBLIKE SLOVENIJE IN ORGANIZACIJO SEVERNOATLANTSKEGA PAKTA O TRANZITU ZA KFOR (MOSAPK)**

Razlašam Zakon o ratifikaciji Sporazuma med Vlado Republike Slovenije in Organizacijo severnoatlantskega pakta o tranzitu za KFOR (MOSAPK), ki ga je sprejel Državni zbor Republike Slovenije na seji 29. avgusta 2000.

Št. 001-22-163/00

Ljubljana, dne 6. septembra 2000

Predsednik
Republike Slovenije
Milan Kučan l. r.

Z A K O N**O RATIFIKACIJI SPORAZUMA MED VLADO REPUBLIKE SLOVENIJE IN ORGANIZACIJO SEVERNOATLANTSKEGA PAKTA O TRANZITU ZA KFOR (MOSAPK)**

1. člen

Ratificira se Sporazum med Vlado Republike Slovenije in Organizacijo severnoatlantskega pakta o tranzitu za KFOR, sklenjen v Bruslju dne 30. julija 1999.

2. člen

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

**A G R E E M E N T
BETWEEN THE GOVERNMENT OF THE
REPUBLIC OF SLOVENIA AND
THE NORTH ATLANTIC TREATY ORGANISATION
REGARDING TRANSIT ARRANGEMENTS FOR
THE PURPOSE OF KFOR**

The Government of the Republic of Slovenia
represented by
His Excellency Mr. Matjaž Šinkovec, Ambassador
Head of the Mission of the Republic of Slovenia to
NATO

and
The North Atlantic Treaty Organisation
represented by
His Excellency Mr. Javier Solana
Secretary General of the North Atlantic Treaty Organi-
sation

Considering United Nations Security Council Resolu-
tion n° 1160 of 21 March 1998, n° 1199 of 23 September
1998 and n° 1203 of 24 October 1998;

Considering UN Security Council Resolution 1244
(1999) of 10 June 1999, which welcomes the general
principles on a political solution to the Kosovo crisis adopt-
ed on 6 May 1999 (S/1999/516, Annex 1 to the Resolu-
tion) and welcomes also the acceptance by the Federal
Republic of Yugoslavia of the principles set forth in points 1
to 9 of the paper presented in Belgrade on 2 June 1999 (S/
1999/649, Annex 2 to the Resolution), and the Federal
Republic of Yugoslavia's agreement to that paper;

**S P O R A Z U M
MED VLADO REPUBLIKE SLOVENIJE
IN ORGANIZACIJO SEVERNOATLANTSKEGA
PAKTA O TRANZITU ZA KFOR**

Vlada Republike Slovenije,
ki jo zastopa
njegov ekselencija g. Matjaž Šinkovec, veleposlanik,
vodja Stalne misije Republike Slovenije pri Natu,

in
Organizacija severnoatlantskega pakta,
ki jo zastopa
njegov ekselencija g. Javier Solana,
generalni sekretar Organizacije severnoatlantskega
pakta

Ob upoštevanju resolucij Varnostnega sveta Združenih
narodov št. 1160 z dne 21. marca 1998, št. 1199 z dne
23. septembra 1998 in št. 1203 z dne 24. oktobra 1998;
ob upoštevanju Resolucije Varnostnega sveta ZN 1244
(1999) z dne 10. junija 1999, ki pozdravlja splošna načela
o politični rešitvi kosovske krize, ki je bila sprejeta 6. maja
1999 (S/1999/516, Priloga 1 k resoluciji) in pozdravlja, da
je Zvezna republika Jugoslavija sprejela načela iz 1. – 9.
točke dokumenta, predstavljenega v Beogradu 2. junija
1999 (S/1999/649, Priloga 2 k resoluciji), in strinjanje
Zvezne republike Jugoslavije z njim;

* Besedilo sporazuma v francoskem jeziku je na vpogled v Sektorju za mednarodne pravne zadeve Ministrstva za zunanje zadeve.

Noting that UN Security Council Resolution 1244 (1999) of 10 June 1999, acting under Chapter VII of the Charter of the United Nations, decides on the deployment in Kosovo, under United Nations auspices, of civil and security presences, with appropriate equipment and personnel as required, and welcomes the agreement of the Federal Republic of Yugoslavia to such presences;

Noting that UN Security Council Resolution 1244 (1999) of 10 June 1999, acting under Chapter VII of the Charter of the United Nations, authorizes member States and relevant international organizations to establish the international security presence in Kosovo as set out in point 4 of Annex 2 of the said Resolution with all necessary means to fulfil its responsibilities under paragraph 9 of the said UN Security Council Resolution;

Determined to resolve the grave humanitarian situation in Kosovo and to provide for the safe and free return of all refugees and displaced persons to their homes;

Noting that the Republic of Slovenia has ratified on 18th December 1995 the 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) and its Additional Protocol;

In order to realize the conditions for adequate arrangements regarding the access and transit through the territory of the Republic of Slovenia of NATO and NATO personnel within the framework of the Operation;

Have agreed as follows:

1. For the purposes of the present Agreement:

– "NATO" means the North Atlantic Treaty Organization, its subsidiary bodies, its military Headquarters, specially constituted forces for the purpose of the Operation, and any elements/units of NATO member States forming any part of a force or supporting such force, under coordinated authority of NATO, acting in support of, preparing and participating in the Operation;

– "NATO personnel" means the military, civilian and contractor personnel assigned or attached to, or employed by NATO and/or its member States, participating in the Operation, with the exception of personnel locally hired;

– "the Operation" means the support, implementation, preparation and participation by NATO and NATO personnel in respect of the deployment of effective international civil and security presences in Kosovo;

– "Transit" means the entry into for the purpose of passage through the territory of the Republic of Slovenia by air, road, railroad, or through inland waterways, and the presence within the territory of the Republic of Slovenia to the extent necessary for such passage without unnecessary delay.

2. The Government of the Republic of Slovenia shall allow the free and unimpeded transit over land, rail, road, water or through air of all NATO personnel and cargo, equipment, goods, and materiel of whatever kind, including ammunition, required by NATO for the execution of the Operation, through the territory of the Republic of Slovenia, including Slovenian airspace and territorial waters.

ob ugotovitvi, da Resolucija Varnostnega sveta ZN 1244 (1999) z dne 10. junija 1999 na podlagi sedmega poglavja Ustanovne listine Združenih narodov določa namestitve civilnega in varnostnega osebja z ustrežno opremo na Kosovu, pod pokroviteljstvom Združenih narodov, in pozdravlja strinjanje Zvezne republike Jugoslavije v zvezi z njihovo prisotnostjo;

ob ugotovitvi, da Resolucija Varnostnega sveta ZN 1244 (1999) z dne 10. junija 1999 na podlagi sedmega poglavja Ustanovne listine Združenih narodov pooblašča države članice in ustrezne mednarodne organizacije, da vzpostavijo mednarodno varnostno prisotnost na Kosovu, kot je to določeno v 4. točki Priloge 2 omenjene resolucije z vsemi potrebnimi sredstvi za izpolnjevanje nalog po devetem odstavku omenjene resolucije Varnostnega sveta ZN;

odločeni, da rešita težke humanitarne razmere na Kosovu in poskrbita za varno in neovirano vrnitev vseh beguncev in razseljenih oseb na njihove domove;

ob ugotovitvi, da je Republika Slovenija 18. decembra 1995 ratificirala Sporazum med pogodbenicami Severnoatlantskega pakta in drugimi državami, ki sodelujejo v Partnerstvu za mir o statusu njihovih sil (PzM SOFA) in njegov Dodatni protokol;

da bi izpolnili pogoje za primerno ureditev dostopa in tranzita čez ozemlje Republike Slovenije za Nato in Natovega osebja v okviru operacije

sta se sporazumeli o naslednjem:

1. V tem sporazumu:

– »Nato« pomeni Organizacijo severnoatlantskega pakta, njena pomožna telesa, njena vojaška poveljstva, posebej ustanovljena za namene operacije ter vse dele/enote držav članic Nata, ki predstavljajo kateri koli del teh sil ali podpirajo te sile, pod usklajenim poveljstvom Nata, ki delujejo v podporo operaciji, jo pripravljajo ter v njej sodelujejo;

– »Natovo osebje« pomeni vojaško, civilno in pogodbeno osebje, ki ga Nato oziroma njegove države članice, ki sodelujejo v operaciji, določijo ali najamejo ali je z njimi povezano, razen lokalno najetega osebja;

– »operacija« pomeni podporo, izvajanje, pripravo in sodelovanje Nata in Natovega osebja v zvezi z namestitvijo učinkovite mednarodne civilne in varnostne prisotnosti na Kosovu;

– »tranzit« pomeni vstop zaradi prehoda čez ozemlje Republike Slovenije po zraku, cesti, železnici ali notranjih vodnih poteh in prisotnost na ozemlju Republike Slovenije do takšne mere, kot je potrebna za tak prehod brez nepotrebne zamude.

2. Vlada Republike Slovenije dovoli prost in neoviran tranzit čez ozemlje Republike Slovenije, vključno s slovenskim zračnim prostorom in teritorialnim morjem, po kopnem, železnici, cesti, vodnih poteh ali zraku za vse Natovo osebje in tovor, opremo, blago in kakršna koli sredstva, vključno s strelivom, ki ga Nato potrebuje za izvajanje operacije.

3. The Government of the Republic of Slovenia shall provide or assist to provide, at the lowest possible cost, such facilities or services, as determined by NATO, which are necessary for the free and unimpeded transit.

4.(i) Goods transported by NATO as transit through the Slovenian customs territory under the present Agreement is carried out in accordance with NATO document form 302 or inventory list of goods contained in a prior transit notice, mentioned in paragraph 4 (iii) hereof.

(ii) The authorities of the Republic of Slovenia shall facilitate with all appropriate means all movements of personnel, vehicles and/or supplies, through ports, rails, airports or roads used. Vehicles, vessels and aircraft in transit shall not be subject to licensing or registration requirements, nor commercial insurance. NATO shall be permitted to use airports, rails, roads and ports without payment of duties, dues, tolls, charges or any other taxes whatsoever their nature may be. No charges may be assessed against NATO for accompanying any road transport whether trucks are government owned or chartered. No charges may be assessed against NATO for air navigation, overflight, landing, parking or takeoff of aircraft operated by or for NATO. Similarly, no charges may be assessed against ships operated by or for NATO, for the mere entry and exit of ports. NATO shall not claim exemption for reasonable charges for services requested and received, but transit shall not be allowed to be impeded pending negotiations on payment for such services. The equipment shall be transported in special containers, in accordance with international conventions on transport of explosives and other dangerous materials.

(iii) NATO shall communicate to the Authorities of the Republic of Slovenia advance notice of every transit, containing information on the point of entry at the frontier, the number of vehicles in the convoy, units transiting and a basic general description of goods. The advance notice will be transmitted at least 24 hours prior to the intended entry, unless special arrangements are made. The routes to be followed will be commonly agreed upon.

5. NATO shall be permitted to display the NATO flag and/or national flags of its constituent national elements/units on any NATO uniform, means of transport or facility.

6. NATO shall be allowed to operate its own telecommunications services. This shall include the right to utilise such means and services as required to assure full ability to communicate, and the right to use the electro-magnetic spectrum as agreed, for this purpose, free of cost. The conditions regarding the use of telecommunications will be agreed between NATO and the competent Slovenian authorities. The use of these means will in no way damage or harm the existing national communication systems.

7. Failing any prior settlement, disputes with regard to the interpretation or application of the present agreement shall be settled between the Republic of Slovenia and NATO Representatives by diplomatic means.

8. Supplemental arrangements may be concluded to facilitate any details connected with the present Agreement.

9. The Government of the Republic of Slovenia shall accord for the transit of non-NATO states and their personnel participating in the Operation the same privileges and immunities as those accorded under the present Agreement to NATO States and personnel.

3. Vlada Republike Slovenije po najnižjih možnih stroških zagotovi ali pomaga zagotoviti take zmogljivosti ali storitve, ki jih določi Nato in ki so potrebni za prost in neoviran tranzit.

4.(i) Za blago, ki ga Nato po tem sporazumu prevaža v tranzitu čez slovensko carinskega območje se carinski nadzor izvaja v skladu z Natovim dokumentom – obrazec 302-ali popisom blaga, ki ga vsebuje vnaprejšnje obvestilo o tranzitu iz točke (iii) četrtega odstavka.

(ii) Organi Republike Slovenije z vsemi primernimi sredstvi olajšajo premike vsega osebja, vozil in/ali dobav skozi pristanišča in letališča oziroma po železnici ali cestah. Za vozila, ladje in letala v tranzitu ni potrebno dovoljenje ali registracija niti komercialno zavarovanje. Nato lahko uporablja letališča, železnico, ceste in pristanišča brez plačila dajatev, pristojbin, cestnin ali stroškov ali kakršnih koli drugih davščin. Nato se ne smejo zaračunati nobeni stroški za spremstvo katerega koli cestnega prevoza, ne glede na to ali so tovornjaki v državni lasti ali najeti. Nato se ne smejo zaračunati nobeni stroški za zračno plovbo, prelet, pristajanje, parkiranje ali vzletanje letal, ki jih upravlja Nato ali ki jih drugi upravljajo zanj. Prav tako se ne smejo zaračunati stroški za ladje, ki jih upravlja Nato ali ki jih drugi upravljajo zanj, za vplutje v pristanišča ali izplutje iz njih. Nato ne zahteva oprostive plačila razumnih stroškov za storitve, ki jih zahteva in prejme, vendar tranzita ne smejo ovirati nedokončana pogajanja o plačilu takih storitev. Oprema se prevaža v posebnih zabojnikih, v skladu z mednarodnimi konvencijami o prevozu razstreliv in drugih nevarnih snovi.

(iii) Nato najavi organom Republike Slovenije vsak tranzit s podatki o vstopnem prehodu vstopa, številu vozil v konvoju, enotah v tranzitu in osnovni splošni opis blaga. Najava se pošlje vsaj 24 ur pred predvidenim vstopom, razen če ni dogovorjeno drugače. Prevoz bo potekal po skupno dogovorjeni poti.

5. Nato je dovoljeno, da ima na vsaki Natovi uniformi, prevoznem sredstvu, opremi in napravah svojo zastavo in/ali državne zastave nacionalnih delov/enot v njegovem sestavu.

6. Nato lahko uporablja svoje telekomunikacijske storitve. To vključuje pravico do brezplačne uporabe sredstev in storitev, potrebnih za zagotavljanje polne zmogljivosti komuniciranja in pravico do uporabe elektromagnetnega spektra kot je dogovorjeno za ta namen. O pogojih v zvezi z uporabo telekomunikacij se dogovorijo Nato in pristojni slovenski organi. Uporaba teh sredstev ne bo kakor koli poškodovala obstoječih nacionalnih sistemov komunikacij ali jim škodovala.

7. Če spori glede razlage ali uporabe tega sporazuma niso rešeni, se rešujejo med Republiko Slovenijo in predstavniki Nata po diplomatski poti.

8. Za lažje izvajanje podrobnosti v zvezi s tem sporazumom se lahko sklenejo dodatni dogovori.

9. Vlada Republike Slovenije dodeli za tranzit nečlaničam Nata in njihovem osebju, ki sodeluje v operaciji, enake privilegije in imunitete kot jih po tem sporazumu priznava državam članicam Nata in njihovem osebju.

10. Except as otherwise provided for in the present Agreement, the provisions of the PfP SOFA shall apply with regard to the Operation, notwithstanding that some States have signed but not yet ratified the PfP SOFA.

11. The Agreement enters into force on the date when both Parties inform each other that all their procedures required for the entry into force of the Agreement have been fulfilled; it shall be applied provisionally as from the date of its signing.

12. The Agreement remains in force until the completion of the Operation; however, either Party may denounce it at any time on giving 30 days notice.

In witness whereof, the undersigned, been duly authorised, have signed this Agreement.

Done at Brussels, this 30th day of July, 1999, in two originals, in the English and French languages, both texts being equally authoritative.

For the Government of the
Republic of Slovenia
Mr. Matjaž Šinkovec, (s)

For the North Atlantic
Treaty Organisation
Mr. Javier Solana, (s)

10. Če v tem sporazumu ni drugače predvideno, se v zvezi z operacijo, uporabljajo določbe PzM SOFA ne glede na to, da so nekatere države podpisale ne pa še ratificirale PzM SOFA.

11. Sporazum začne veljati na dan, ko se pogodbenici obvestita o tem, da so izpolnjeni vsi njuni zahtevani postopki za začetek veljavnosti sporazuma; začasno se uporablja od dneva njegovega podpisa.

12. Sporazum velja do konca operacije; vendar ga vsaka pogodbenica lahko kadar koli odpove s 30-dnevnim odpovednim rokom.

Da bi to potrdila, sta podpisana, ki sta bila za to pravilno pooblaščenca, podpisala ta sporazum.

Sklenjeno v Bruslju 30. julija 1999 v dveh izvornikih v angleškem in francoskem jeziku, pri čemer sta obe besedili enako verodostojni.

Za Vlado
Republike Slovenije
Matjaž Šinkovec l. r.

Za Organizacijo
severnoatlantskega pakta
Javier Solana l. r.

3. člen

Za izvajanje sporazuma skrbi Ministrstvo za obrambo.

4. člen

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

Št. 200-10/00-24/1

Ljubljana, dne 29. avgusta 2000

Predsednik
Državnega zbora
Republike Slovenije
Janez Podobnik, dr. med. l. r.

117. Zakon o ratifikaciji Sporazuma med Vlado Republike Slovenije in Vlado Republike Moldove o mednarodnem cestnem prevozu (BMDMCP)

Na podlagi druge alinee prvega odstavka 107. člena in prvega odstavka 91. člena Ustave Republike Slovenije izdajam

U K A Z**O RAZGLASITVI ZAKONA O RATIFIKACIJI SPORAZUMA MED VLADO REPUBLIKE SLOVENIJE IN VLADO REPUBLIKE MOLDOVE O MEDNARODNEM CESTNEM PREVOZU (BMDMCP)**

Razglašam Zakon o ratifikaciji Sporazuma med Vlado Republike Slovenije in Vlado Republike Moldove o mednarodnem cestnem prevozu (BMDMCP), ki ga je sprejel Državni zbor Republike Slovenije na seji 6. septembra 2000.

Št. 001-22-178/00

Ljubljana, dne 14. septembra 2000

Predsednik
Republike Slovenije
Milan Kučan l. r.

Z A K O N**O RATIFIKACIJI SPORAZUMA MED VLADO REPUBLIKE SLOVENIJE IN VLADO REPUBLIKE MOLDOVE O MEDNARODNEM CESTNEM PREVOZU (BMDMCP)**

1. člen

Ratificira se Sporazum med Vlado Republike Slovenije in Vlado Republike Moldove o mednarodnem cestnem prevozu, podpisan v Ljubljani dne 11. februarja 2000.

2. člen

Sporazum se v izvirniku v slovenskem in angleškem jeziku glasi: *

**S P O R A Z U M
MED VLADO REPUBLIKE SLOVENIJE
IN VLADO REPUBLIKE MOLDOVE
O MEDNARODNEM CESTNEM
PREVOZU**

Vlada Republike Slovenije in Vlada Republike Moldove, v nadaljevanju pogodbenici, sta se

v želji, da spodbudita obojestransko koristen razvoj trgovinskih in gospodarskih odnosov in da omogočita ter uredita mednarodni cestni prevoz potnikov in blaga med državama in tranzitno čez njuni ozemlji kot tudi cestni prevoz v tretje države in iz njih,

ker se zavzemata za varstvo okolja in ljudi, racionalno uporabo energije, cestno varnost in izboljšanje delovnih razmer voznikov,

sporazumeli, kot sledi:

I. DEL - SPLOŠNE DOLOČBE1. člen
Obseg

1. Določbe tega sporazuma se uporabljajo za mednarodni cestni prevoz potnikov in blaga med Republiko Slovenijo in Republiko Moldovo in tranzitno čez njuni ozemlji, ki ga opravljajo prevozniki držav obeh pogodbenic, ki imajo za to dovoljenje v skladu z notranjo zakonodajo ene ali druge države.

**A G R E E M E N T
BETWEEN THE GOVERNMENT OF THE
REPUBLIC OF SLOVENIA AND THE
GOVERNMENT OF THE REPUBLIC OF MOLDOVA
ON THE INTERNATIONAL ROAD TRANSPORT**

The Government of the Republic of Slovenia and the Government of the Republic of Moldova hereinafter called "Contracting Parties",

desiring to promote the mutually advantageous development of commercial and economic relations and to facilitate and regulate the international road transport of passengers and goods between and in transit through their countries, as well as the road transport to/from third countries,

concerned about environment and people protection, the rational use of energy, road safety and the improvement of drivers' working conditions;

have agreed as follows:

SECTION I - GENERAL PROVISIONSArticle 1
Scope

1. The provisions of this Agreement shall apply to the international road transport of passengers and goods between the Republic of Slovenia and the Republic of Moldova and in transit through their territories carried out by the carriers of the countries of both Contracting Parties who are authorized to it according to national legislation of the respective country.

* Besedilo v moldovskem jeziku je na vpogled v Sektorju za mednarodne pravne zadeve Ministrstva za zunanje zadeve Republike Slovenije

2. Ta sporazum ne vpliva na pravice in obveznosti, ki izhajajo za obe pogodbenici iz drugih mednarodnih obveznosti, prav tako pa ne vpliva na pravo Evropske unije ali sporazume med EU in državami nečlanicami.

3. Pristojna organa pogodbenic, odgovorna za izvajanje tega sporazuma, sta:

- za Vlado Republike Slovenije: Ministrstvo za promet in zveze,
- za Vlado Republike Moldove: Ministrstvo za promet in zveze.

2. člen

Opredelitev pojmov

V tem sporazumu:

1. **"Prevoz"** pomeni vožnje naloženega ali praznega vozila, tudi če se vozilo, priklopnik ali polpriklopnik del poti prevaža z vlakom ali ladjo.

2. **"Prevoznik"** pomeni vsako fizično ali pravno osebo, ki ima sedež na ozemlju ene od pogodbenic in je registrirana za opravljanje prevozov potnikov ali blaga.

3. **"Vozilo"** pomeni vsako motorno vozilo

- kot tako ali kombinacijo vozil,
- namenjeno prevozu potnikov ali blaga po cesti,

– na voljo prevozniku kot njegova last ali na podlagi pogodbe o najemu oziroma zakupu.

4. **"Avtobus"** pomeni vozilo, registrirano na ozemlju ene od pogodbenic, ki je zaradi svoje konstrukcije in opreme primerno in namenjeno prevozu potnikov in ima poleg voznikovega več kot osem sedežev.

5. **"Linijski prevoz potnikov"** pomeni prevoz potnikov na določeni progi, ki se opravlja po voznem redu in ceniku, ki sta vnaprej določena in objavljena, potniki pa vstopajo ali izstopajo na vnaprej določenih postajališčih.

6. **"Izmenični prevoz"** pomeni prevoz, pri katerem se vnaprej oblikovane skupine potnikov prevažajo z več potovanji iz enega samega odhodnega kraja v en sam namembni kraj. Vsaka skupina, sestavljena iz potnikov, ki so odpotovali skupaj, se kasneje pripelje nazaj v odhodni kraj. Odhodni oziroma namembni kraj pomeni kraj, kjer se potovanje začne, oziroma kraj, kjer se potovanje konča, pri čemer so v obeh primerih vključeni okoliški kraji v polmeru 50 km.

Izmenični prevoz lahko vključuje nastanitev potnikov v namembnem kraju in po potrebi med potovanjem.

Prva vožnja nazaj v odhodni kraj in zadnja vožnja v namembni kraj v vrsti izmeničnih prevozov se opravita s praznim vozilom.

7. **"Občasni prevoz potnikov"** pomeni prevoz, ki ni opredeljen ne kot linijski prevoz potnikov ne kot izmenični prevoz. Pogostost ali število prevozov ne vpliva na njegovo razvrstitev kot občasni prevoz.

8. **"Kabotaža"** pomeni prevoz potnikov ali blaga, ki ga prevoznik ene pogodbenice opravi med posameznimi kraji na ozemlju druge pogodbenice.

9. **"Ozemlje pogodbenice"** pomeni ozemlje Republike Slovenije oziroma ozemlje Republike Moldove.

10. **"Država, v kateri je sedež podjetja"** pomeni ozemlje države pogodbenice, v kateri je registrirano vozilo.

2. The present Agreement does not affect the rights and obligations which arise for both Contracting Parties from the other international commitments nor does it affect European Union law or the agreements between EU and non-member States.

3. The Competent Authority of Contracting Parties responsible for the implementation of this Agreement is:

- from the Government of Republic of Slovenia: the Ministry of Transport and Communications,
- from the Government of Republic of Moldova: the Ministry of Transport and Communications.

Article 2

Definitions

In this Agreement:

1. **"Transport"** means the runs by a vehicle, either laden or unladen even if the vehicle, trailer or semi-trailer is carried by train or boat for part of the journey.

2. **"Transport Operator"** means any natural person or legal person established on the territory of one of the Contracting Parties and registered to carry out transport operations of passengers or goods.

3. **"Vehicle"** means any motor vehicle

- on its own or a combination of vehicles,
- intended for the carriage of passengers or goods by road,
- at the disposal of the carrier through being its own property or through a hiring or leasing contract.

4. **"Bus"** means vehicle registered in the territory of one of the Contracting Parties and by virtue of construction and equipment suitable and intended for the transport of passengers, which have, in addition to the driver's seat, more than eight sitting places.

5. **"Regular passenger service"** means a service which carries passengers over a specified route, according to a timetable and rates set and published in advance. Passengers are picked up or set down at predetermined stopping points.

6. **"Shuttle service"** means a service whereby, by means of repeated outward and return journeys, previously formed groups of passengers are carried from a single place of departure to a single destination. Each group, consisting of the passengers who made the outward journey, is carried back to the place of departure on a later journey. The place of departure and destination respectively means the place where the journey begins and the place where the journey ends, together with, in each case, the surrounding locality within a 50 km radius.

A shuttle service may include accommodation of passengers at its destination and, if need be, on the journey.

The first return journey and the last outward journey in a series of shuttles are made unladen.

7. **"Occasional passenger transport"** means a service falling neither within the definition of a regular passenger service nor within the definition of a shuttle service. The frequency or number of services does not affect their classification as an occasional service.

8. **"Cabotage"** means the transport of passengers or goods carried out by a transport operator of the Contracting Party between individual places within the territory of the other Contracting Party.

9. **"Territory of a Contracting Party"** means respectively the territory of the Republic of Slovenia or the territory of the Republic of Moldova.

10. **"Country of establishment"** means the territory of the state of one Contracting Party where the vehicle is registered.

11. "Država gostiteljica" pomeni ozemlje pogodbenice, po katerem prevoznik opravlja prevoz, ne da bi imel na njem registrirano vozilo in sedež svojega podjetja.

II. DEL - PREVOZ POTNIKOV

3. člen

Linijski prevoz

1. Za linijski prevoz, ki se opravlja z avtobusom, velja sistem dovoljenj, ki jih izdaja pristojna organa v državi odhoda in namembni državi.

2. Vlogo za dovoljenje je treba predložiti pristojnemu organu pogodbenice, v kateri je sedež vložnika in v kateri so registrirana njegova vozila.

3. Vloga na podlagi drugega odstavka vključuje najmanj naslednje podatke:

a) ime in priimek prevoznika, službeni naslov ali naslov prebivališča oziroma tudi sedež podjetja s polnim naslovom,

b) vrsto prevoza,

c) potrebno veljavnost dovoljenja,

d) režim obratovanja linije,

e) vozní red,

f) itinerar prevoza (vsa postajališča, na katerih potniki vstopajo in izstopajo, mejne prehode),

g) dolžino proge za vožnjo v namembni kraj in vožnjo nazaj v odhodni kraj,

h) čas vožnje in počitka voznikov,

i) voznino in tarifne pogoje.

4. Dovoljenja po medsebojnem dogovoru izdaja pristojna organa pogodbenic.

Odločitev, da se dovoljenje odobri ali zavrne, se sprejme v treh mesecih, razen če ne gre za posebne okoliščine.

Dovoljenja veljajo največ pet let. V njih so določeni pogoji opravljanja prevozov, vključno z okoljevarstvenimi in varnostnimi standardi, ki jih morajo izpolnjevati vozila.

4. člen

Občasni prevoz

1. Za občasni prevoz in izmenični prevoz, ki se opravlja z avtobusi, velja sistem dovoljenj ali dovolilnic, ki jih izdaja pristojna organa v državi odhoda in v namembni državi.

2. Kot izjema k prvemu odstavku tega člena so spodaj navedeni prevozi oproščeni dovoljenj ali dovolilnic na ozemlju države gostiteljice:

a) krožna vožnja zaprtih vrat, pri katerih isto vozilo prevaža isto skupino potnikov ves čas potovanja in jo tudi pripelje nazaj v odhodni kraj;

b) prevoz potnikov, ki se opravi s polnim vozilom pri odhodu v namembni kraj in s praznim vozilom pri vrnitvi v odhodni kraj;

c) prevoz s praznim vozilom pri odhodu v namembni kraj in s polnim vozilom pri vrnitvi v odhodni kraj pod pogojem, da je potnike predhodno isti prevoznik pripeljal na ozemlje pogodbenice, kjer jih spet prevzame in odpelje na ozemlje države, v kateri ima svoj sedež.

3. Sprejemanje potnikov med liberaliziranim prevozom ni dovoljeno, razen če ni za to izdano posebno dovoljenje.

Skupni odbor, ustanovljen na podlagi 12. člena tega sporazuma, lahko dopolni vrste občnih ali izmeničnih prevozov, za katere dovoljenja ali dovolilnice niso potrebne.

11. "Host country" means the territory of a Contracting Party in which the transport operator is operating without its vehicle being registered there and without the transport operator being established there.

SECTION II - PASSENGER TRANSPORT

Article 3

Regular services

1. Regular services operated by bus are subject to a system of authorisations issued by the competent authority in the country of departure, and destination.

2. The authorisation application is to be presented to the Competent Authority of the Contracting Party where the applicant is established and where his vehicles are registered.

3. The application according to paragraph 2 shall include at least the following data:

a) the carrier's name as well as his business address or domicile, respectively also the place of business with full address,

b) the kind of transport,

c) the required period of validity of the authorisation,

d) the operating regime of the regular service,

e) the time-table,

f) the itinerary of the service (all stopping points for taking up and setting down of passengers, border crossing),

g) the length of route for the outward and the return journey,

h) the time of driving and rest of drivers,

i) the fare and tariff conditions.

4. Authorisations are issued by joint agreement by the competent authorities of the Contracting Parties.

The decision to grant or refuse an authorisation is taken within a period of three months unless there are special circumstances.

Authorisations are valid for a maximum of five years. They set out the operating conditions, including environmental and safety standards, which vehicles must meet.

Article 4

Occasional services

1. The occasional services and the shuttle services operated by buses are subject to a system of authorisations or permits issued by the competent authority in the country of departure and destination.

2. As an exception to paragraph 1, the services listed below are exempt from any authorisation or permit system on the territory of the host country:

a) closed-door tours whereby the same vehicle is used to carry the same group of passengers throughout the journey and to bring them back to the place of departure;

b) services which make the outward journey laden and the return journey unladen;

c) services which make the outward journey unladen and the return journey laden, provided that passengers have been previously brought by the same carrier into the territory of the Contracting Party where they are picked up again and carried into the territory of the country of establishment.

3. The picking up or setting down of passengers on a liberalised service journey is not permitted unless special authorisation is granted.

The Joint Committee set up under Article 12 hereof may extend the authorisation or permit exemption to other categories of occasional services or shuttle services.

4. Vlogo za dovoljenje ali dovolilnico je treba predložiti pristojnemu organu države gostiteljice.

Skupni odbor, ustanovljen na podlagi 12. člena tega sporazuma, odloča o obliki vloge za dovoljenje ali dovolilnico in o dokumentih, ki ji morajo biti priloženi.

Odločitev, da se dovoljenje oziroma dovolilnica odobri ali zavrne, se sprejme v enem mesecu, razen če ni posebnih okoliščin.

Za občasne in izmenične prevoze, ki so oproščeni dovoljenj in se opravljajo z avtobusi, je potreben kontrolni dokument.

Pogoje uporabe in vsebino kontrolnega dokumenta določa skupni odbor, omenjen v 12. členu tega sporazuma.

5. člen

Skupne določbe za prevoz potnikov

1. Dovoljenja in dovolilnice niso prenosljivi na druge prevoznike.

2. Opravljanje kabotaže je prepovedano. Lokalni izleti, ki se organizirajo izključno za skupino potnikov, ki jih v ta kraj pripelje isti prevoznik, se ne štejejo za kabotažo pod pogojem, da so vpisani na potniški spremnici in jih odobri pristojni organ.

III. DEL - PREVOZ BLAGA

6. člen

Sistem dovolilnic

1. Prevozniki, ki imajo sedež na ozemlju pogodbenice, lahko na podlagi sistema dovolilnic opravljajo na ozemlju druge pogodbenice:

a) prevoz med ozemljema obeh pogodbenic,

b) prevoz med krajem na ozemlju druge pogodbenice in krajem na ozemlju tretje države pod pogojem, da vožnja vključuje državo, v kateri je sedež prevoznika. Ta omejitev ne velja za vožnje s praznim vozilom,

c) tranzitni prevoz.

2. Kabotaža je dovoljena samo s posebnim dovoljenjem države gostiteljice.

7. člen

Prevozi, za katere dovolilnice niso potrebne

1. Ne glede na 6. člen so naslednje vrste prevozov oproščene dovolilnic:

a) prevoz z vozili, katerih skupna dovoljena masa vključno s priklopniki ne presega 6 ton ali pri katerih dovoljena nosilnost vključno s priklopniki ne presega 3,5 tone,

b) občasen prevoz na letališča ali z njih v primerih, ko je letalski prevoz preusmerjen,

c) prevoz poškodovanih ali pokvarjenih vozil in prevoz servisnih vozil,

d) vožnje praznega tovornega vozila, poslanega kot zamenjava za vozilo, ki se je pokvarilo v drugi državi, in po popravilu tudi povratna vožnja vozila, ki se je pokvarilo,

e) prevoz rezervnih delov in potrebščin za čezoceanske ladje in letala,

f) prevoz medicinskih potrebščin in opreme za nujne primere, še zlasti ob naravnih nesrečah in človekoljubnih potrebah,

4. The authorisation or permit application should be made to the competent authority in the host country.

The Joint Committee set up under Article 12 hereof decides on the form that the authorisation or permit application takes and the supporting documents required.

The decision to grant or refuse an authorisation or a permit is taken within a period of one month unless there are special circumstances.

The occasional services and shuttles exempted from authorisation and operated using buses must be covered by a control document.

The conditions of use and the content of the control document are laid down by the Joint Committee referred to in Article 12 hereof.

Article 5

Provisions common to passenger services

1. Authorisations and permits are not transferable to other transport operators.

2. The running of cabotage services is prohibited. Local trips organised solely for a group of passengers brought to that location by the same transport operator are not deemed to be cabotage services provided that they are entered on the waybill and approved by the competent authority.

SECTION III - GOODS TRANSPORT

Article 6

Permit system

1. Transport operators established on the territory of a Contracting Party may, under the system of permits, undertake on the territory of the other Contracting Party:

a) transport between the territories of the two Contracting Parties;

b) transport between a point on the territory of the other Contracting Party and a point on the territory of a third State, providing that the journey includes the country of establishment. This restriction does not apply to unladen runs;

c) transit transport.

2. Cabotage is only permitted with the special authorisation of the host country.

Article 7

Exemption from permit requirements

1. As an exception to Article 6, the following categories of transport are exempted from permit requirements:

a) transport by vehicles whose total permissible laden weight, including trailers, does not exceed 6 tonnes, or when the permitted payload, including trailers, does not exceed 3,5 tonnes,

b) transport on an occasional basis, to or from airports, in cases where air services are diverted,

c) transport of vehicles which are damaged or have broken down and the transport of breakdown repair vehicles,

d) unladen runs by a goods vehicle sent to replace a vehicle which has broken down in another country, and also the return run, after repair, of the vehicle that had broken down,

e) transport of spare parts and provisions for ocean-going ships and aircraft,

f) transport of medical supplies and equipment needed for emergencies, more particularly in response to natural disasters and humanitarian needs,

g) prevoz umetniških del in predmetov za sejme in razstave ali za nekomercialne namene,

h) prevoz gledaliških rekvizitov, pripomočkov in živali na gledališke, glasbene, filmske, športne ali cirkuške predstave, sejme ali praznovanja ter z njih v nekomercialne namene in tistih, ki so namenjeni za radijska snemanja ali filmsko ali televizijsko produkcijo,

i) selitveni prevoz, ki ga opravlja podjetje s posebno opremo in osebjem v ta namen,

j) prevoz posmrtnih ostankov,

k) začetna in zadnja etapa – mednarodna in na območju države – kombiniranega prevoza po cesti pod pogojem, da se uporablja ustrezna nakladalna ali razkladalna postaja, ki je najbližje kraju nakladanja ali razkladanja tovora,

l) prevoz poštnih pošilk.

2. Skupni odbor, omenjen v 12. členu tega sporazuma, lahko razširi ali skrči seznam vrst prevozov, za katere dovolilnice niso potrebne.

8. člen

Skupne določbe za prevoz blaga

1. Pristojna organa pogodbenic vsako leto izmenjata dogovorjeno število praznih obrazcev za dovolilnice.

Dovolilnice za prevoz blaga veljajo 13 mesecev od začetka vsakega koledarskega leta.

2. Dovolilnice niso prenosljive.

3. Dovolilnice se lahko hkrati uporabljajo samo za eno vozilo. Če gre za kombinacijo vozil, je motorno vozilo odločilni dejavnik pri izdaji ali oprostitvi dovolilnice.

4. Skupni odbor, omenjen v 12. členu, se dogovori o letni kvoti in vrsti dovolilnic za vsako pogodbenico glede na razvoj gospodarskih odnosov in potrebe zunanjetrgovinske menjave pogodbenic.

5. Kabotaža je prepovedana, razen kadar jo izrecno odobri pristojni organ v državi gostiteljici.

Skupni odbor se v skladu z 12. členom dogovori o vsebini in vzorcu posebnih vrst dovolilnic.

IV. DEL - SKUPNE DOLOČBE

9. člen

Davčne določbe

1. Prevoz z vozili, registriranimi na ozemlju ene pogodbenice, ki se začasno opravlja na ozemlju druge pogodbenice po določbah tega sporazuma, je na podlagi vzajemnosti oproščen plačila vseh davkov v zvezi z lastništvom, registracijo in upravljanjem vozil kakor tudi posebnih davkov na prevozne storitve.

2. Gorivo, ki je v serijsko vgrajenih standardnih rezervoarjih vozila in je namenjeno pogonu vozila, ter maziva in rezervni deli so na ozemlju države gostiteljice oproščeni vseh uvoznih carin pod pogojem, da prevoznik upošteva ustrezne carinske predpise.

3. Za prevoz, za katerega veljajo določbe tega sporazuma, se v državi gostiteljici plačujejo cestne pristojbine, cestnine in ostale dajatve za uporabo cestnega omrežja ali mostov. Cestnine in druge pristojbine se prevoznikom obeh pogodbenic zaračunavajo brez razlikovanja.

g) transport of works and objects of arts for fairs and exhibitions or for non-commercial purposes,

h) transport for non-commercial purposes of properties, accessories and animals to or from theatrical, musical, films, sports or circus performances, fairs or fetes, and those intended for radio recordings, or for film or television production,

i) removals carried out by enterprises with special staff and equipment for this purpose,

j) funeral transport,

k) the initial and terminal legs – international and national – , by road of the combined transport, providing, respectively, that the appropriate freight loading and unloading station closest to the point of loading or unloading of the freight is used,

l) transport of mails.

2. The Joint Committee referred to in Article 12 hereof may add to, or remove from, the list of transport categories exempted from the permit requirements.

Article 8

Common Provisions for Goods Transport

1. The competent authorities of the two Contracting Parties exchange an agreed number of blank permit forms every year.

Permits for the transport of goods are valid 13 months from the beginning of each calendar year.

2. Permits are not transferable.

3. Permits can only be used for one vehicle at a time.

In the case of combinations of vehicles, the motor vehicle is the determining factor in permit issue or exemption.

4. The Joint Committee referred to in Article 12 shall agree upon the annual quota and kind of permits for each Contracting Party with regard to the development of economic relations and the needs of the foreign trade of both Contracting Parties.

5. The running of cabotage services is prohibited except where specially authorised by the competent authority in the host country.

The Joint Committee in accordance with Article 12 shall agree upon the contents and the model of particular kinds of permits.

SECTION IV - COMMON PROVISIONS

Article 9

Tax provisions

1. Transport by means of vehicles registered on the territory of a Contracting Party temporarily operating on the territory of the other Contracting Party under the terms of this Agreement is on a mutual basis exempted from payment of all taxes related to the ownership, registration and running of the vehicles as well as special taxes on transport services.

2. The fuel contained in the normal, by the manufacturer build-in fixed tanks of the vehicle intended to drive the vehicle, as well as lubricants and spares are exempt from all import duty in the territory of the host country provided that the transport operator complies with the relevant customs regulations.

3. The transport covered by the terms of this Agreement is subject in the host country to road user charges, tolls and other duties levied for the use of the road network or bridges. The tolls and other charges are levied on transport operators of both Contracting Parties indiscriminately.

10. člen

Masa in dimenzije

1. Glede mase in dimenzij vozil se vsaka pogodbenica obveže, da za vozila, registrirana v državi druge pogodbenice, ne bo nalagala pogojev, ki bi bili strožji kot pogoji, veljavni za vozila, registrirana v njeni državi.

2. Če masa ali dimenzije vozila ali kombinacije vozil, ki opravljajo prevoz, presegajo dovoljeni maksimum v državi pogodbenice, je treba dobiti posebno dovoljenje pristojnega organa te pogodbenice pred začetkom opravljanja prevoza. Pogodbenici druga drugo obveščata o spremembah predpisov v zvezi z maso in dimenzijami vozil.

11. člen

Nadzor, obveznosti prevoznikov
in kršitve

1. V skladu z določbami tega sporazuma morajo prevozniki ene države in posadke njihovih vozil na ozemlju druge države upoštevati veljavno zakonodajo te države in vse ustrezne mednarodne konvencije, ki zavezujejo obe pogodbenici.

2. Dovolilnice in drugi potrebni dokumenti, ki se zahtevajo po tem sporazumu, morajo biti v vozilih, na katera se nanašajo, in jih je treba pokazati na zahtevo uradne osebe ene ali druge pogodbenice, ki je pooblaščenca, da jih lahko zahteva.

3. Če voznik ali posadka njegovega vozila hudo ali večkrat krši določbe tega sporazuma kot tudi druge veljavne zakone in predpise v drugi državi, pristojni organ države, v kateri je registrirano vozilo, na zahtevo pristojnega organa države, v kateri je prišlo do kršitve:

a) izreče opomin ali

b) začasno v celoti ali delno razveljavi dovoljenje prevoznika za opravljanje prevoznih storitev na ozemlju druge pogodbenice.

4. Pristojni organ, ki sprejme enega od ukrepov, omenjenih v zgornjem odstavku, o tem obvesti pristojni organ druge pogodbenice.

5. Določbe tega člena ne izključujejo sankcij, ki jih lahko naložijo sodišča ali drugi organi države na ozemlju, na katerem so bili kršeni notranji predpisi.

12. člen

Sodelovanje in skupni odbor

1. Pristojna organa pogodbenic oblikujeta skupni odbor za reševanje tekočih vprašanj, ki lahko nastanejo v zvezi z uporabo in razlago tega sporazuma.

2. Skupni odbor se sestaja na zahtevo enega ali drugega pristojnega organa. Sestanki so izmenično na ozemlju ene in druge pogodbenice vsaj enkrat letno.

Article 10

Weights and dimensions

1. As regards the weights and dimensions of vehicles, each Contracting Party commits itself not to impose on vehicle registered in the country of the other Contracting Party conditions which are more restrictive than those imposed on vehicles registered in its own country.

2. If the weights or dimensions of a vehicle or combination of vehicles performing the carriage exceed the permissible maximum in the country of the Contracting Party, special permission must be obtained from the Competent Authority of that Contracting Party before the carriage is undertaken. In case of changes of regulations concerning weights and dimensions of vehicles, the Competent Authorities shall inform each other about it.

Article 11

Control, obligations of transport operators and
infringements

1. Subject to the provisions of this Agreement, carriers of either country and the crews of their vehicles must, when in the territory of the other country, comply with the legislations in force in that country and with every relevant international Convention binding both Contracting Parties.

2. Permits and other necessary documents required in accordance with this Agreement shall be carried on the vehicles to which they relate and produced on demand to any authority of either Contracting Party who is authorized to demand them.

3. In the event of serious or repeated infringement of the provisions of this Agreement as well as other laws and regulations in force in the other country by a carrier or by a crew of his vehicle, the Competent Authority of the country in which the vehicle is registered on demand of the Competent Authority of the country in which the infringement occurred shall

a) issue a warning, or

b) suspend for a time, partially or completely, the authorisation of the carrier to perform transport operations in the territory of the other Contracting Party.

4. The Competent Authority having taken one of the measures mentioned in the previous paragraph shall inform on it the Competent Authority of the other Contracting Party.

5. The provisions of this Article do not exclude the sanctions which can be imposed by courts or other authorities of the country in the territory of which the national regulations were violated.

Article 12

Collaboration and Joint Committee

1. The Competent Authorities of the Contracting Parties shall form a Joint Committee in order to ensure the settlement of the current questions which may arise in connection with the application and interpretation of this Agreement.

2. The Joint Committee shall meet at the request of either Competent Authority. The meetings will be held alternately on the territories of the country of each Contracting Party, at least once a year.

V. DEL - KONČNE DOLOČBE

SECTION V - FINAL PROVISIONS

13. člen

Začetek veljavnosti in trajanje sporazuma

1. Ta sporazum začne veljati na dan zadnjega pisnega obvestila po diplomatski poti, da sta pogodbenici izpolnili potrebne notranje postopke za začetek njegove veljavnosti.

2. Ta sporazum se sklene za obdobje pet let. Njegova veljavnost se samodejno podaljšuje za nadaljnja petletna obdobja, če nobena od pogodbenic pisno ne obvesti druge pogodbenice po diplomatski poti najmanj šest mesecev pred iztekom veljavnosti tega sporazuma o tem, da ga namerava odpovedati.

Sestavljeno v Ljubljani dne 11. februarja 2000 v dveh izvornikih v slovenskem, moldovskem in angleškem jeziku kot enako verodostojnih besedilih. Ob različni razlagi in uporabi določb sporazuma prevlada angleško besedilo.

Za Vlado
Republike Slovenije
mag. Anton Bergauer, l. r.

Za Vlado
Republike Moldove
Nicolae Tăbăcaro, l. r.

Article 13

Entry into force and length of the Agreement

1. This Agreement shall enter into force on the day of the last notification in writing by diplomatic channels about the fulfillment by the Contracting Parties of the internal procedures necessary for its entering into force.

2. This Agreement is concluded for a period of five years. Its validity shall be automatically extended for following periods of five years as neither of the Contracting Parties informs the other Contracting Party in writing by diplomatic channels, at least six months before the expiry of validity of this Agreement of its intention to terminate it.

Done at Ljubljana on 11th February 2000 in two originals, each in Slovene, Moldovian and English languages, all the texts being equally authentic. In case of different interpretation and application of the provisions of this Agreement, the English text shall prevail.

For the Government of
the Republic of Slovenia
mag. Anton Bergauer (s)

For the Government of
the Republic of Moldova
Nicolae Tăbăcaro (s)

3. člen

Za izvajanje sporazuma skrbi Ministrstvo za promet in zveze.

4. člen

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

Št. 326-07/00-30/1

Ljubljana, dne 6. septembra 2000

Predsednik
Državnega zbora
Republike Slovenije
Janez Podobnik, dr. med. l. r.

- 118.** Uredba o ratifikaciji Memoranduma o soglasju med Vlado Republike Slovenije in Vlado Združenega kraljestva Velike Britanije in Severne Irske o sodelovanju pri kartografiji in geodeziji ter izmenjavi kartografskih gradiv med Sektorjem za civilno obrambo Ministrstva za obrambo Republike Slovenije in Obrambno vojaško geodetsko agencijo (MIL SVY) Združenega kraljestva

U R E D B A

O RATIFIKACIJI MEMORANDUMA O SOGLASJU MED VLADO REPUBLIKE SLOVENIJE IN VLADO ZDRUŽENEGA KRALJESTVA VELIKE BRITANIJE IN SEVERNE IRSKE O SODELOVANJU PRI KARTOGRAFIJI IN GEODEZIJI TER IZMENJAVI GEOGRAFSKIH GRADIV MED SEKTORJEM ZA CIVILNO OBRAMBO MINISTRSTVA ZA OBRAMBO REPUBLIKE SLOVENIJE IN OBRAMBNO VOJAŠKO GEODETSKO AGENCIJO (MIL SVY) ZDRUŽENEGA KRALJESTVA

1. člen

Ratificira se Memorandum o soglasju med Vlado Republike Slovenije in Vlado Združenega kraljestva Velike Britanije in Severne Irske o sodelovanju pri kartografiji in geodeziji ter izmenjavi kartografskih gradiv med Sektorjem za civilno obrambo Ministrstva za obrambo Republike Slovenije in Obrambno vojaško geodetsko agencijo (MIL SVY) Združenega kraljestva, podpisan v Ljubljani 14. marca 2000.

2. člen

Memorandum se v izvorniku v slovenskem in angleškem jeziku glasi:

MEMORANDUM O SOGLASJU MED VLADO REPUBLIKE SLOVENIJE IN VLADO ZDRUŽENEGA KRALJESTVA VELIKE BRITANIJE IN SEVERNE IRSKE O SODELOVANJU PRI KARTOGRAFIJI IN GEODEZIJI TER IZMENJAVI GEOGRAFSKIH GRADIV MED SEKTORJEM ZA CIVILNO OBRAMBO MINISTRSTVA ZA OBRAMBO REPUBLIKE SLOVENIJE IN OBRAMBNO VOJAŠKO GEODETSKO AGENCIJO (MIL SVY) ZDRUŽENEGA KRALJESTVA

MEMORANDUM OF UNDERSTANDING BETWEEN THE GOVERNMENT OF THE REPUBLIC OF SLOVENIA AND THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND CONCERNING MAPPING/SURVEY COOPERATION AND THE EXCHANGE OF GEOGRAPHIC MATERIALS BETWEEN THE SECTION OF CIVIL DEFENSE OF THE MINISTRY OF DEFENCE, SLOVENIA AND THE MILITARY SURVEY DEFENCE AGENCY (MIL SVY), UK

1 Uvod

- 1.1 Vladi Republike Slovenije in Združenega kraljestva Velike Britanije in Severne Irske, v nadaljevanju pogodbenici, sta ob priznanju potrebe po medsebojnem sodelovanju pri kartografiji, letalskih navigacijskih kartah, geodeziji in sorodnih geografskih zadevah (z izjemo hidrografskih zadev) dosegli naslednje dogovore.

2 Namen

- 2.1 Namen tega Memoranduma o soglasju (MOS) je spodbujati sodelovanje med pogodbenicama pri teh zadevah in podpora Memorandumu o soglasju za vzpostavitev stikov v obrambi in o sodelovanju med Vlado Republike Slovenije in Vlado Združenega kraljestva Velike Britanije in Severne Irske, ki sta ga pogodbenici podpisali 1. februarja 1995.
- 2.2 Na splošno se zagotavlja dobava in/ali izmenjava informacij brez stopnje zaupnosti, ki jih vsaka pogodbenica objavi, kot sledi:
- a. dogovorjeni izvodi kart in letalskih navigacijskih kart,
 - b. digitalni geografski podatki,
 - c. katalogi.

1. Introduction

- 1.1 The Governments of the Republic of Slovenia and the United Kingdom of Great Britain and Northern Ireland, hereinafter referred to as the Participants, recognising the need for mutual co-operation in mapping, aeronautical charting, geodesy and related geographic matters (with the exception of hydrographic matters), have reached the following understandings.

2. Purpose

- 2.1 The purpose of this Memorandum of Understanding (MOU) is to further co-operation between both Participants in these matters and is in support of the Memorandum of Understanding on Defence Contacts and Co-operation between the Government of the Republic of Slovenia and the Government of the United Kingdom of Great Britain and Northern Ireland signed on 1st February 1995.
- 2.2 In general, provision is made for the supply and/or exchange of unclassified information published by each Participant as follows:
- a. reference copies of maps and aeronautical charts.
 - b. digital geographic data.
 - c. catalogues.

3 Dodatki k MOS

3.1 Geografska gradiva za izmenjavo so opredeljena v Dodatkih A in B, ki vključujeta tudi podrobnosti glede prenosa in naslove. Vsebina teh dodatkov se lahko kadar koli spremeni, kot to vzajemno določita pogodbenici. Dodatek C opredeljuje zaščito, ki je potrebna, če se po MOS izmenjujejo informacije s stopnjo zaupnosti.

4 Vzajemne odgovornosti

4.1 Izmenjava gradiv je čim bolj vsestranska. Izjeme pa veljajo za zadeve, katerih izmenjavo preprečujejo razlogi državne varnosti oziroma pravice tretjih.

4.2 Vsaka pogodbenica spoštuje omejitve glede avtorskih pravic in objave za vse karte in geodetske izdelke ter gradiva, ki jih je priskrbela druga pogodbenica, in se ravna po kakršnih koli posebnih navodilih, ki jih je pogodbenica izročiteljica zahtevala ob prenosu.

4.3 Čeprav je splošen namen izmenjati samo informacije brez stopnje zaupnosti, pa izmenjava zaupnih informacij ni izključena. Če se v zvezi s tem MOS izmenjajo ali izdelajo informacije in gradivo s stopnjo zaupnosti, se bodo uporabljali, prenašali, hranili, urejali in varovali v skladu z veljavnimi zakoni in predpisi pogodbenic o državni varnosti do mere, do katere zagotavljajo stopnjo zaščite, ki ni manj stroga od tiste, ki se zahteva pri Dodatku C.

4.4 Varnostne stopnje zaupnosti so naslednje:

<u>Združeno kraljestvo</u>	<u>Slovenija</u>
Tajno (Secret)	Obramba, Uradna skrivnost- Strogo zaupno
Zaupno (Confidential)	Obramba, Uradna skrivnost- Zaupno
Omejeno (Restricted)	Obramba, Uradna skrivnost- Zaupno

4.5 Osebje na obisku se ravna po varnostnih predpisih države gostiteljice. Vse informacije, ki se obiskovalcem razkrijejo ali dajo na voljo, se obravnavajo v skladu z določbami Dodatka C.

4.6 Gradivo, navedeno v Dodatkih A in B, se praviloma izmenja brezplačno; izjeme od tega pravila so navedene v teh dodatkih.

4.7 Stroške prenosa krije pogodbenica odpošiljateljica.

5 Spremembe in dopolnitve

5.1 Ta MOS se lahko kadar koli spremeni ali dopolni pisno z medsebojno privolitvijo pogodbenic.

6 Spori

6.1 Vse spore v zvezi z razlago ali uporabo tega MOS pogodbenici rešujeta s posvetovanji in jih ne bosta predložili v reševanje na kakršno koli nacionalno ali mednarodno sodišče ali tretjim osebam.

3. MOU Annexes

3.1 The geographic materials to be exchanged are defined in Annexes A and B, which also include transmittal details and addresses. The contents of these Annexes may be revised at any time as mutually determined by both Participants. Annex C defines the protection required if classified information is exchanged under the MOU.

4. Mutual Responsibilities

4.1 The exchange of materials will be as comprehensive as possible. Exceptions will, however, be made for items the exchange of which is precluded by reasons of national security or by the rights of third parties.

4.2 Each Participant will honour the copyright and release restrictions on all Mapping, Charting and Geodetic products and materials provided by the other Participant and adhere to any specific guidance of the supplying Participant stipulated at the time of transmittal.

4.3 Whilst generally it is intended to exchange only unclassified information, classified exchange is not precluded. If classified information and material is exchanged or generated in connection with this MOU, it will be used, transmitted, stored, handled and safeguarded in accordance with the Participants' applicable national security laws and regulations, to the extent that they provide a degree of protection no less stringent than that required at Annex C.

4.4 The equivalent security classifications are as follows:

<u>United Kingdom</u>	<u>Slovenia</u>
Secret	Obramba, Uradna skrivnost- Strogo zaupno
Confidential	Obramba, Uradna skrivnost- Zaupno
Restricted	Obramba, Uradna skrivnost- Zaupno

4.5 All visiting personnel will comply with the security regulations of the host country. Any information disclosed or made available to visitors will be treated in accordance with the provisions of Annex C.

4.6 The exchanges of materials detailed in Annexes A and B will, as a rule, be made free of charge; exceptions to this rule are stated in these Annexes.

4.7 Transmittal costs will be borne by the despatching Participant.

5. Amendments

5.1 This MOU may be amended at any time, in writing, by the mutual consent of the Participants.

6. Disputes

6.1 Any dispute regarding the interpretation or application of this MOU will be resolved by consultation between the Participants concerned, and will not be referred to any national or international tribunal or third party for settlement.

7 Zahtevki in odgovornost

- 7.1 Vsaka pogodbenica se odpove kakršnemu koli zahtevku, ki bi ga imela do druge pogodbenice ali do uslužbencev ministrstva, uslužbenca ali zastopnika druge pogodbenice za poškodbe (vključno s poškodbo, ki ima za posledico smrt), ki jih utrpijo njeni uslužbenci ministrstva, uslužbenci ali zastopniki, oziroma za škodo na premoženju ali izgubo premoženja, ki je v njeni lasti in nastane zaradi izvajanja tega MOS ali v zvezi z njim.
- 7.2 Država prejemnica v skladu s svojimi zakoni obravnava in rešuje na lastne stroške kakršne koli zahtevke tretjih, ki izhajajo iz izvajanja tega MOS ali v zvezi z njim.
- 7.3 Če se zahtevki tretje strani nanašajo na zlorabo ali nedovoljeno razkritje informacij, izmenjanih na podlagi tega Memoranduma o soglasju, in nastane kot posledica dodatnega razkrivanja informacij s strani pogodbenice prejemnice, bo za vse stroške, nastale pri poravnavi zahtevka, odgovorna pogodbenica prejemnica.

8 Pooblaščen organa

- 8.1 Organa, pooblaščen za izvajanje tega MOS, sta:
– za Vlado Republike Slovenije: Sektor za civilno obrambo Ministrstva za obrambo Republike Slovenije;
– za Vlado Združenega kraljestva Velike Britanije in Severne Irske: Obrambna vojaška geodetska agencija (Mil Svy) Združenega kraljestva.

9 Začetek veljavnosti, trajanje in prenehanje

- 9.1 Ta MOS začne veljati, ko slovenska stran obvesti britansko, da so na slovenski strani izpolnjeni vsi pogoji za njegovo uveljavitev, in velja deset let od tega datuma. Mogoče ga je podaljšati za podobna obdobja ali za obdobja, ki so v določenem trenutku zaželeni, ali pa ga je mogoče prekiniti s skupnim pisnim pristankom obeh pogodbenic.

Zgornje predstavlja dogovore, ki sta jih dosegli Vlada Republike Slovenije in Vlada Združenega kraljestva Velike Britanije in Severne Irske o zadevah, ki so v njih navedene.

Podpisano v Ljubljani dne 14. 3. 2000 v dveh izvornikih v slovenskem in angleškem jeziku, pri čemer sta obe besedili enako zavezujoči.

Vodja Sektorja
za civilno obrambo
Igor Nered l. r.
za Vlado
Republike Slovenije

Direktor Obrambne vojaške
geodetske agencije
Philip R. Wildman (s)
za Vlado Združenega kraljestva
Velike Britanije in Severne Irske

7. Claims and Liability

- 7.1 Each Participant waives any claim it may have against the other Participant or any service personnel, servant or agent of the other Participant for injury (including injury resulting in death) suffered by its service personnel, servants or agents or for damage to or loss of property owned by it, arising out of or in connection with the execution of this MOU.
- 7.2 The receiving State will deal with and settle, in accordance with its laws, at its own cost any third party claims arising out of, or in connection with, the execution of this MOU.
- 7.3 Where a third party claim relates to the misuse or unauthorised disclosure of information exchanged under this MOU and arises as a consequence of information being further disclosed by the Recipient Participant, all costs incurred in settling the claim will be the responsibility of the Recipient Participant.

8. Competent Authorities

- 8.1 The competent authorities are for the Government of the Republic of Slovenia, the Section of Civil Defence of the Ministry of Defence of the Republic of Slovenia for the Government of the United Kingdom of Great Britain and Northern Ireland, the Military Defence Agency (Mil Svy), UK

9. Effective Date, Duration and Termination

- 9.1 This MOU becomes effective when the Slovene side informs the UK side that all the conditions for its becoming effective have been met by the Slovene side, and will remain in effect for a period of ten years from that date. It may be extended for similar periods, or for such periods as are considered desirable at the time, or terminated through joint written consent of the Participants.

The foregoing represents the understandings reached between the Government of the Republic of Slovenia and the Government of the United Kingdom of Great Britain and Northern Ireland upon the matters referred to therein.

Signed at Ljubljana, on 14.03.2000 in duplicate in the English and Slovene languages (two copies of each version) both texts having equal validity.

Head of Section
of Civil Defence
Igor Nered l. r.
For the Government of the
Republic of Slovenia

Director of
Military Survey
Philip R. Wildman (s)
For the Government of the
United Kingdom of Great Britain
and Northern Ireland

MEMORANDUM O SOGLASJU
MED
VLADO REPUBLIKE SLOVENIJE
IN
VLADO ZDRUŽENEGA KRALJESTVA
VELIKE BRITANIJE IN SEVERNE IRSKE
O
SODELOVANJU PRI KARTOGRAFIJI IN GEODEZIJI TER
IZMENJAVI GEOGRAFSKIH GRADIV

DODATEK A
GEOGRAFSKO GRADIVO IN INFORMACIJE, KI
JIH OBRAMBNA VOJAŠKA GEODETSKA
AGENCIJA (MIL SVY) ZDRUŽENEGA
KRALJESTVA PRISKRBI SEKTORJU ZA CIVILNO
OBRAMBO MINISTRSTVA ZA OBRAMBO
REPUBLIKE SLOVENIJE

1. **Priskrba kart**
 - 1.1 Mil Svy po objavi brezplačno priskrbi:
 - a. 4 dogovorjene izvode listov v naslednjih serijah, ki jih objavlja Mil Svy po Evropi:
ONC operativna navigacijska karta 1:1 000 000
TPC karta za taktično pilotiranje 1:500 000
1404 topografska karta sveta 1:500 000
 - b. 1 izvod naslednjih katalogov s spremembami in dopolnitvami:
katalog kart MO (vse knjige)
katalog letalskih navigacijskih kart MO
katalog digitalnih geografskih podatkov MO
 - c. sezname novih izdaj knjižnice kart MO in informacijskega centra knjižnice Mil Svy.
 - 1.2 Po izvedbi Mil Svy tudi brezplačno priskrbi:
 - a. primerke kart po Evropi, ki jih izdeluje Mil Svy
 - b. primerke kart Velike Britanije Ordnance Survey
2. **Priskrba drugega geografskega gradiva in informacij na željo**
 - 2.1 Digitalni podatki. Mil Svy priskrbi en izvod katerega koli digitalnega podatka na podlagi serije, navedene v prvem odstavku (zgoraj), če je na voljo in ni v nasprotju z omejitvami glede državne varnosti Združenega kraljestva ali glede tretjih. Ti podatki se priskrbijo po ceni kopiranja/gradiv, pri njihovi uporabi pa je treba izpolniti naslednje pogoje:
 - a. podatki se uporabljajo samo za slovensko obrambo,
 - b. podatki se ne smejo razkrivati tretjim brez predhodne pisne privolitve,
 - c. potem ko Sektor za civilno obrambo naredi kopijo za uporabnike, se nadaljnje kopiranje podatkov omeji samo na začasni arhiv.

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF SLOVENIA
AND
THE GOVERNMENT OF THE UNITED KINGDOM OF
GREAT BRITAIN AND NORTHERN IRELAND
CONCERNING
MAPPING/SURVEY COOPERATION AND THEEX-
CHANGE OF GEOGRAPHIC MATERIALS

ANNEX A
SUPPLY OF GEOGRAPHIC MATERIALS AND
INFORMATION FROM THE MILITARY SURVEY
DEFENCE AGENCY (MIL SVY), UK TO THE
SECTION OF CIVIL DEFENCE OF THE MINISTRY
OF DEFENCE, SLOVENIA

1. **Supply of Maps and Charts**
 - 1.1 Mil Svy will supply, on publication and free of charge:
 - a. 4 reference copies of sheets in the following series published by Mil Svy over Europe:
ONC Operational Navigation Chart 1:1 000 000
TPC Tactical Pilotage Chart 1:500 000
1404 World Topographic 1:500 000
 - b. 1 copy of the following catalogues, with amendments:
MOD Map Catalogue (all volumes)
MOD Aeronautical Chart Catalogue
MOD Digital Geographic Data Catalogue
 - c. MOD Map Library and Mil Svy Library Information Centre accessions lists
 - 1.2 On implementation, Mil Svy will also supply, free of charge:
 - a. Examples of Mil Svy-produced mapping over Europe.
 - b. Examples of Ordnance Survey maps of Great Britain.
2. **Supply of Other Geographic Materials and Information on Request**
 - 2.1 Digital Data. Mil Svy will supply one copy of any digital data based on the series listed at paragraph 1 (above), subject to availability and any UK national security or third party restrictions. Such data to be provided at the cost of copying/materials and subject to the following conditions on use:
 - a. Data is for Slovene Defence use only.
 - b. Data may not be released to third parties without prior written consent.
 - c. Once copied to users (by the Section of Civil Defence), further copying of data is restricted to interim back-up only.

- 2.2 Podpora operacijam ZN. Mil Svy priskrbi en izvod katerega koli geografskega gradiva, ki ga Mil Svy izdelava ali pridobi, vključno z digitalnimi podatki, kadar je to potrebno za pomoč slovenskim obrambnim silam v podporo načrtovanju delovanja v nepredvidljivih razmerah ali operacijah ZN oziroma drugih multinacionalnih operacijah ali načrtovanju delovanja v nepredvidljivih razmerah. Na zahtevo Mil Svy priskrbi dodatne izvode kart za načrtovanje v podporo operacijam. Za te dodatne izvode veljajo normalni stroški. V vseh primerih pa je izročitev odvisna od nacionalnih omejitev v Združenem kraljestvu, omejitev glede tretjih in omejitev glede avtorskih pravic. Kadar obe državi delujeta pri izdelavi v podporo tem operacijam, poskrbita, da ne pride do nepotrebnega podvajanja.
- 2.3 Splošna podpora. Prošnje za priskrbo drugih geografskih gradiv/informacij, ki jih izdelava ali ima Mil Svy, vključno z dostopom do knjižnice kart MO in informacijskega centra knjižnice Mil Svy, se obravnavajo posamezno od primera do primera. Stroški se lahko zaračunajo v primerih, ko ta priskrba povzroči neravnovesje v splošni izmenjavi med pogodbenicama. Te prošnje in vsa druga korespondenca v zvezi s tem MOS se naslovijo na:
- Ministry of Defence
Military Survey
Acquisition and Release Division
Directorate of Geographic Information
Block A, Government Buildings
Hook Rise South
Tolworth, Surrey, KT6 7NB
Združeno kraljestvo
Tel.: (+44)-020-8-335 5393
Faks: (+44)-020-8-335 5387
3. **Pošiljanje gradiv**
- 3.1 Gradiva, ki jih Mil Svy priskrbi Sektorju za civilno obrambo, se naslavljajo, kot sledi:
- Ministrstvo za obrambo
Sektor za civilno obrambo
Oddelek za prostorsko urejanje in kartografijo
- Kardeljeva ploščad 25
1000 Ljubljana
Republika Slovenija
Tel.: (+386)-61-171-25-09
Faks: (+386)-61-131-80-06
- 2.2 Support to UN Operations. Mil Svy will supply one copy of any Mil Svy-produced, or acquired geographic material, including digital data, where required to assist Slovene Defence Forces in support of UN or other multi-national contingency planning or operations. If required, Mil Svy will provide further copies of maps for planning in support of operations. Normal costs will apply for these additional copies. Release in all cases is subject to any UK national, third party or copyright restrictions. Where both nations are engaged in production to support such operations, both will co-operate to prevent unnecessary duplication.
- 2.3 General Support. Requests for the supply of other geographic materials/information produced or held by Mil Svy, including access to the MOD Map Library and Mil Svy Library Information Centre, will be considered on a case-by-case basis. Charges may be raised in such cases where this supply causes an imbalance in the overall exchange between the participants. Such requests and all other correspondence related to this MOU are to be addressed to:
- Ministry of Defence
Military Survey
Acquisition and Release Division
Directorate of Geographic Information
Block A, Government Buildings
Hook Rise South
Tolworth, Surrey, KT6 7NB
United Kingdom
Tel: (+44)-208-335-5393
Fax: (+44)-208-335-5387
3. **Despatch of Materials**
- 3.1 Materials supplied by Mil Svy to the Section of Civil Defence are to be addressed as follows:
- Ministry of Defence
Section of Civil Defence
Department of Physical Planning and Cartography
Kardeljeva ploščad 25
1000 Ljubljana
Republic of Slovenia
Tel: (+386)-61-171-25-09
Fax: (+386)-61-131-80-06

MEMORANDUM O SOGLASJU
MED
VLADO REPUBLIKE SLOVENIJE
IN
VLADO ZDRUŽENEGA KRALJESTVA
VELIKE BRITANIJE IN SEVERNE IRSKE
O
SODELOVANJU PRI KARTOGRAFIJI IN GEODEZIJI TER
IZMENJAVI
GEOGRAFSKIH GRADIV

DODATEK B
GEOGRAFSKO GRADIVO IN INFORMACIJE, KI
JIH SEKTOR ZA CIVILNO OBRAMBO
MINISTRSTVA ZA OBRAMBO REPUBLIKE
SLOVENIJE PRISKRBI OBRAMBNI VOJAŠKI
GEODETSKI AGENCIJI (MIL SVY) ZDRUŽENEGA
KRALJESTVA

1. **Priskrba kart**
- 1.1 Sektor za civilno obrambo po objavi brezplačno priskrbi:
 - a. 6 dogovorjenih izvodov listov v naslednjih serijah, ki jih objavlja Ministrstvo za obrambo:
 - 1:25 000 državna topografska karta Republike Slovenije za potrebe obrambe
 - 1:50 000 vojaška topografska karta Slovenije
 - 1:100 000 vojaška topografska karta Slovenije
 - 1:250 000 skupna operativna karta (zračne in kopenske sile) (če se objavlja)
 - 1:500 000 vojaška letalska navigacijska karta Slovenije
 - b. 1 izvod kataloga kart in letalskih navigacijskih kart Ministrstva za obrambo s spremembami in dopolnitvami.
2. **Priskrba drugega geografskega gradiva in informacij na željo**
- 2.1 Digitalni podatki. Sektor za civilno obrambo priskrbi en izvod katerega koli digitalnega podatka na podlagi serije, navedene v prvem odstavku (zgoraj), če je na voljo in ni v nasprotju z omejitvami glede državne varnosti Slovenije ali glede tretjih. Ti podatki se prisrbijo po ceni kopiranja/gradiv, pri njihovi uporabi pa je treba izpolniti naslednje pogoje:
 - a. podatki se uporabljajo samo za britansko obrambo,
 - b. podatki se ne smejo razkrivati tretjim brez predhodne pisne privolitve,
 - c. potem ko Mil Svy naredi kopijo za uporabnike, se nadaljnje kopiranje podatkov omeji samo na začasni arhiv.
- 2.2 Podpora operacijam ZN. Sektor za civilno obrambo priskrbi en izvod katerega koli geografskega gradiva, ki ga Ministrstvo za obrambo izdelava ali pridobi, vključno z digitalnimi podatki, kadar je to potrebno za pomoč obrambnim silam Združenega kraljestva v

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF SLOVENIA
AND
THE GOVERNMENT OF THE UNITED KINGDOM OF
GREAT BRITAIN AND NORTHERN IRELAND
CONCERNING
MAPPING/SURVEY COOPERATION AND THE EX-
CHANGE OF
GEOGRAPHIC MATERIALS

ANNEX B
SUPPLY OF GEOGRAPHIC MATERIALS AND
INFORMATION FROM THE SECTION OF CIVIL
DEFENCE OF THE MINISTRY OF DEFENCE,
SLOVENIA TO THE MILITARY SURVEY DEFENCE
AGENCY (MIL SVY), UK

1. **Supply of Maps and Charts**
- 1.1 The Section of Civil Defence will supply, on publication and free of charge:
 - a. 6 reference copies of sheets in the following series published by the Ministry of Defence:
 - 1:25 000 State Topographic Map for Defence Use 1:25 000 (DTK 25 MO)
 - 1:50 000 Military Topographic Map of Slovenia
 - 1:100 000 Military Topographic Map of Slovenia
 - 1:250 000 Joint Operations Graphic (Air and Ground) (if published)
 - 1:500 000 Military Aeronautical Chart of Slovenia (if published)
 - b. 1 copy of the Ministry of Defence Map and Aeronautical Chart Catalogue, with amendments (if published).
2. **Supply of Other Geographic Materials and Information on Request**
- 2.1 Digital Data. The Section of Civil Defence will supply one copy of any digital data based on the series listed at paragraph 1 (above), subject to availability and any Slovene national security or third party restrictions. Such data to be provided at the cost of copying/materials and subject to the following conditions on use:
 - a. Data is for UK Defence use only.
 - b. Data may not be released to third parties without prior written consent.
 - c. Once copied to users (by Mil Svy), further copying of data is restricted to interim back-up only.
- 2.2 Support to UN Operations. The Section of Civil Defence will supply one copy of any Ministry of Defence-produced, or acquired geographic material, including digital data, where required to assist UK Defence Forces in support of UN or other multi-

podporo načrtovanju delovanja v nepredvidljivih razmerah ali operacijah ZN oziroma drugih multinacionalnih operacijah ali načrtovanju delovanja v nepredvidljivih razmerah. Na zahtevo priskrbi Sektor za civilno obrambo dodatne izvode kart za načrtovanje v podporo operacijam. Za te dodatne izvode veljajo normalni stroški. V vseh primerih pa je izročitev odvisna od nacionalnih omejitev v Republiki Sloveniji, omejitev glede tretjih in omejitev glede avtorskih pravic. Kadar obe državi delujeta pri izdelavi v podporo tem operacijam, poskrbita, da ne pride do nepotrebnega podvajanja.

- 2.3 Splošna podpora. Prošnje za priskrbo drugih geografskih gradiv/informacij, ki jih izdela ali ima Sektor za civilno obrambo, vključno z dostopom do dogovorjenih izvodov knjižnice Sektorja za civilno obrambo, se obravnavajo posamezno od primera do primera. Stroški se lahko zaračunajo v primerih, ko ta priskrba povzroči neravnovesje v splošni izmenjavi med udeleženkama. Te prošnje in vsa druga korespondenca v zvezi s tem MOS se naslovijo na:

Ministrstvo za obrambo
Sektor za civilno obrambo
Oddelek za prostorsko urejanje in kartografijo

Kardeljeva ploščad 25
1000 Ljubljana
Republika Slovenija
Tel.: (+386)-61-171-25-09
Faks: (+386)-61-131-80-06

3. **Pošiljanje gradiv**

- 3.1 Gradiva, ki jih Sektor za civilno obrambo priskrbi Mil Svy, se naslovijo na:

LO (Geo)
Geographic Services
HQ UKSC (G)
Wellington Road
D-41179 Mönchengladbach
Deutschland
Tel.: (+49)-2161-47-2586
Faks: (+49)-2161-47-3574

national contingency planning or operations. If required, the Section of Civil Defence will provide further copies of maps for planning in support of operations. Normal costs will apply for these additional copies. Release in all cases is subject to any Slovene national, third party or copyright restrictions. Where both nations are engaged in production to support such operations, both will co-operate to prevent unnecessary duplication.

- 2.3 General Support. Requests for the supply of other geographic materials/information produced or held by the Section of Civil Defence, including access to the Section of Civil Defence library reference copies, will be considered on a case-by-case basis. Charges may be raised in such cases where this supply causes an imbalance in the overall exchange between the participants. Such requests and all other correspondence related to this MOU are to be addressed to:

Ministry of Defence
Section of Civil Defence
Department of Physical Planning and Cartography

Kardeljeva ploščad 25
1000 Ljubljana
Republic of Slovenia
Tel: (+386)-61-171-25-09
Fax: (+386)-61-131-80-06

3. **Despatch of Materials**

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LO(Geo)
Geographic Service
HQ UKSC(G)
Wellington Road
D-41179 Mönchengladbach
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Tel: (+49)-2161-47-2586
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VLADO REPUBLIKE SLOVENIJE
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GEOGRAFSKIH GRADIV

DODATEK C
STANDARDNI PREDPISI ZA VAROVANJE
ZAUPNIH INFORMACIJ IN GRADIVA
ZDRUŽENEGA KRALJESTVA

UVOD

- DEL A - VARNOST OSEBJA
DEL B - FIZIČNA VARNOST
DEL C - VARNOST OPREME (STROJNE OPREME)
DEL D - VARNOST DOKUMENTOV
DEL E - KRŠITVE VARNOSTI

U V O D

1. **Sistem varnostnih stopenj zaupnosti Združenega kraljestva**
 - 1.1 Uradne informacije in gradivo morajo biti zaščiteni, če bi nedovoljeno razkritje lahko škodilo interesom države. Osnova sistema stopenj zaupnosti Združenega kraljestva, ki je temelj zaščitne varnosti, je razvrstitev takih informacij in gradiva v kategorije ali stopnje zaupnosti; edino merilo pri izboru ustrezne stopnje zaupnosti je ocenjena škoda, ki bi jo državnim interesom povzročilo nedovoljeno razkritje. Vse take informacije in gradivo, za katere je potrebna varnostna zaščita, so "zaupni", tisti pa, za katere ni potrebna varnostna zaščita, pa "brez stopnje zaupnosti".
 - 1.2 Varnostne stopnje zaupnosti so razvrščene v kategorije, ki so opredeljene, kot sledi:

TAJNO (SECRET): kompromitiranje teh informacij ali gradiva bi lahko povzročilo mednarodno napetost, resno škodovalo odnosom s prijateljskimi vladami, da bi bilo neposredno ogroženo življenje, ali pa resno vplivalo na javni red oziroma na varnost ali svobodo posameznika; povzročilo hudo škodo operativni učinkovitosti ali varnosti sil Združenega kraljestva ali zavezniških sil ali trajni učinkovitosti zelo dragocenih varnostnih ali obveščevalnih operacij; povzročilo znatno materialno škodo državnim financam oziroma gospodarskim in komercialnim interesom.

ZAUPNO (CONFIDENTIAL): kompromitiranje teh informacij ali gradiva bi lahko materialno škodilo diplomatskim odnosom (to je, povzročilo uradni protest ali drugo sankcijo); vplivalo na varnost ali svobodo posameznika; povzročilo škodo operativni učinkovitosti ali varnosti sil Združenega kraljestva ali zavezniških sil ali učinkovitosti dragocenih varnostnih ali obve-

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ANNEX C
STANDARD REGULATIONS FOR THE
SAFEGUARDING OF UNITED KINGDOM
CLASSIFIED INFORMATION AND MATERIAL

Consisting of:

- Introduction
Part A - Personnel Security
Part B - Physical Security
Part C - Equipment (Hardware) Security
Part D - Document Security
Part E - Breaches of Security

Introduction

1. **United Kingdom Security Classification System**
 - 1.1 Official information and material must be protected if unauthorised disclosure would harm the interests of the nation. The basis of the United Kingdom classification system, which is fundamental to protective security, is the grading of such information and material into categories or classifications; the sole criterion in selection of the appropriate classification is the estimated harm that unauthorised disclosure would cause to the national interest. All such information and material requiring security protection is referred to as "classified" and that requiring no security protection is "unclassified".
 - 1.2 Security classifications fall into a number of categories which are defined as follows:

SECRET: The compromise of this information or material would be likely to: raise international tension; damage seriously relations with friendly governments; threaten life directly, or seriously prejudice public order, or individual security or liberty; cause serious damage to the operational effectiveness or security of UK or allied forces or the continuing effectiveness of highly valuable security or intelligence operations; cause substantial material damage to national finances or economic and commercial interests.

CONFIDENTIAL: The compromise of this information or material would be likely to: materially damage diplomatic relations (ie. cause formal protest or other sanction); prejudice individual security or liberty; cause damage to the operational effectiveness or security of UK or allied forces or the effectiveness of valuable security or intelligence operations; work sub-

ščevalnih operacij; zelo delovalo proti državnim financam oziroma gospodarskim in komercialnim interesom; znatno spodkopalo finančno trdnost velikih organizacij; oviralo preiskavo ali omogočalo zagrešitev hudih kaznivih dejanj; močno oviralo razvoj ali delovanje glavnih vladnih politik; ustavilo ali drugače močno razburkalo pomembne nacionalne operacije.

OMEJENO (RESTRICTED): kompromitiranje teh informacij ali gradiva bi lahko negativno vplivalo na diplomatske odnose; povzročilo hudo stisko posameznikom; otežilo ohranjanje operativne učinkovitosti ali varnosti sil Združenega kraljestva ali zaveznških sil; povzročilo finančno izgubo ali izgubo možnega zaslužka posameznikom in podjetjem oziroma jim pomagalo do nedovoljenega okoriščanja ali prednosti; vplivalo na preiskavo ali omogočilo zagrešitev kaznivega dejanja; kršilo obvezo spoštovanja zaupnosti informacij, ki so jih dali tretji; oviralo učinkovit razvoj ali delovanje vladnih politik; kršilo zakonske omejitve razkrivanja informacij; postavilo vlado v neugoden položaj pri poslovnih ali političnih pogajanjih z drugimi; spodkopalo pravilno vodenje javnega sektorja in njegovih operacij.

DEL A

1. **Varnost osebja**
- 1.1 Dostop do informacij in gradiva Združenega kraljestva, ki imajo stopnjo zaupnosti, se dovoli samo tistim posameznikom, ki morajo biti seznanjeni z nji mi pri opravljanju svojih dolžnosti in jim je bil tak dostop tudi dovoljen.
- 1.2 Dovoljenje se da samo, če je tak posameznik:
 - a. nesporno lojalen, pošten in vreden zaupanja;
 - b. odličnega značaja in ima take navade in znanje, da ni nobenega dvoma o njegovi/njeni preudarnosti oziroma pravilni presoji pri ravnanju z informacijami in gradivom, ki so opremljeni s stopnjo zaupnosti.

DEL B

2. **Fizična varnost**
- 2.1 Aranžmaji glede fizične varnosti v vsakem območju oziroma pisarni, kjer se hranijo zaupne informacije oziroma gradivo, bodo odvisni od obsega in ravni stopnje zaupnosti shranjenih informacij oziroma gradiva. Pri določanju potrebnih aranžmajev glede fizične varnosti mora biti temeljno vodilo vedno zaščita pred nezaznavnim vstopom, pri čemer naj bo poskrbljeno za čim večjo možno zaščito pred nasilnim vstopom. Kjer so shranjene **TAJNE** informacije ali gradivo, je treba poskrbeti za zaščito pred nezaznavnim in nasilnim vstopom. Taka zaščita obsega zaščitni sistem, kot je podrobno razložen v točkah 3.1 in 3.2 v nadaljevanju. Na območjih, kjer so informacije

stantially against national finances or economic and commercial interests; substantially undermine the financial viability of major organisations; impede the investigation or facilitate the commission of serious crime; impede seriously the development or operation of major government policies; shut down or otherwise substantially disrupt significant national operations.

RESTRICTED: The compromise of this information or material would be likely to: affect diplomatic relations adversely; cause substantial distress to individuals; make it more difficult to maintain the operational effectiveness or security of UK or allied forces; cause financial loss or loss of earning potential to or facilitate improper gain or advantage for individuals or companies to prejudice the investigation or facilitate the commission of crime; breach proper undertakings to maintain the confidence of information provided by third parties; impede the effective development or operation of government policies; breach statutory restrictions on disclosure of information; disadvantage government in commercial or policy negotiations with others; undermine the proper management of the public sector and its operations.

PART A

1. **Personnel Security**
- 1.1 Access to United Kingdom classified information and material is to be granted only to those individuals who have a need to know for the performance of their duties and who have also been authorised for such access.
- 1.2 Authorization is only to be given if the individual concerned is of:
 - a. unquestioned loyalty, integrity and trustworthiness;
 - b. excellent character and of such habits and associates as to cast no doubt upon his/her discretion or good judgement in the handling of classified information and material.

PART B

2. **Physical Security**
- 2.1 The physical security arrangements in any area or office where classified information or material is stored will depend upon the volume and level of classification of the information or material held. In determining the necessary physical security arrangements the basic consideration must always be to protect against surreptitious entry with as much protection being provided against forced entry as possible. Where any **SECRET** information or material is stored, protection against surreptitious and forced entry must be provided. Such protection will comprise guard systems as set out in paragraphs 4.1 and 4.2 below. In areas where information or materi-

oziroma gradivo označeni s stopnjo **ZAUPNO** ali višjo stopnjo, je potreben stražar, da se čim bolj zmanjša tveganje nezaznavnega ali nasilnega vstopa.

3. Stražarji

3.1 Kadar se uporabljajo stražarji, je treba pretehtati vse dejavnike, vključno z varnostjo objektov, prostorov in zabojnikov. Na podlagi pregleda in presoje teh dejavnikov naj se določi časovni element, v katerem bi lahko izšolanemu vohunu uspel nezaznaven dostop do informacij oziroma gradiva s stopnjo zaupnosti. Ta časovni element bo narekoval pogostost presledkov, v katerih stražar ali patrolja opravita pregled, oziroma potrebo po trajnem stražarskem mestu na kraju samem.

3.2 Nočni čuvaji, vratarji in drugi varnostniki morajo biti zanesljivi in dobiti morajo natančna navodila o svojih dolžnostih. Tam kjer se stražarji uporabljajo za zaščito informacij oziroma gradiva, ki niso varovani pred dostopom, mora biti zanje izdano varnostno dovoljenje na najvišji ravni stopnje zaupnosti informacij oziroma gradiva, ki se varuje.

4. Nadzor vstopa

4.1 Med delovnim časom je treba nadzorovati dostop do vseh pisarn in območij, kjer se hranijo ali obdelujejo TAJNE ali ZAUPNE informacije oziroma gradivo, da se prepreči nedovoljen dostop do teh informacij oziroma gradiva ali nedovoljeno opazovanje le-teh. Nadzor se lahko doseže s prepustnico ali sistemom osebne prepoznavanja. Ustrezne aranžmaje je treba organizirati za sprejemanje obiskovalcev.

5. Obiskovalci

5.1 Obiskovalce je vedno treba spremljati in jih nikoli puščati samih v arhivih, pomožnih arhivih, posameznih pisarnah ali drugih izbranih območjih, ki vsebujejo informacije oziroma gradivo s stopnjo zaupnosti.

DEL C

6. Varnost opreme

6.1 Oprema s stopnjo zaupnosti mora biti zaščiten pred vohunjenjem, nedovoljenim vstopom ali katero koli drugo sovražno dejavnostjo. Narava zaščite bo odvisna od:

- vrste opreme in stopnje zaupnosti njenih sestavnih delov,
- predlagane razporeditve,
- stopnje, do katere dostop do opreme razkriva zaupne vidike o njenih delovnih zmogljivostih in omejitvah.

6.2 Oprema s stopnjo zaupnosti je treba zaščititi, kot sledi:

- s preprečevanjem fizičnega dostopa vsemu osebju, ki ni pooblaščen za tak dostop in mu za opravljanje dolžnosti to znanje ni potrebno;

al classified **CONFIDENTIAL** or above is stored, a guard will be required to minimise the risk of surreptitious and forced entry.

3. Guards

3.1 When guards are employed, all factors (including security of the building, rooms and containers) must be considered. Through a survey and evaluation of these factors, a time element should be established in which a trained spy could gain surreptitious access to the classified information or material. This time element will dictate the frequency intervals for inspections by the guard or patrol or the requirements for an on-site permanent stationary guard post.

3.2 Night watchmen, door keepers and other security guards must be trustworthy and are to be given precise instructions as to their duties. Where guards are used to protect information or material that is not safeguarded against access, they must be security cleared to the highest level of classification of the information or material being guarded.

4. Control of Entry

4.1 During working hours, access to all offices and areas where **SECRET** or **CONFIDENTIAL** information or material is held or worked on, must be controlled to prevent unauthorised access to that information or material or unauthorised observation of it. Control may be achieved by means of a pass or personal recognition system. Adequate arrangements must be made for receiving visitors.

5. Visitors

5.1 Visitors are to be escorted at all times and must not be left unattended in registries, sub-registries, individual offices or other designated areas containing classified information or material.

PART C

6. Equipment Security

6.1 Classified equipment is to be protected against espionage, unauthorised access or any other hostile activity. The nature of the protection will depend upon:

- the type of equipment and the classification of its component parts.
- the proposed deployment.
- the degree to which access to equipment discloses classified aspects of its performance capabilities and limitations.

6.2 Classified equipment is to be protected as follows:

- By the prevention of physical access to all personnel not authorised for such access and who do not have a need to know for the performance of their duties.

- b. s preprečevanjem vizualnega dostopa do vseh prostorov ali dela prostorov, kjer je možno videti opremo s stopnjo zaupnosti.
- 6.3 Majhni sestavni deli opreme s stopnjo zaupnosti naj se hranijo v varnostnem zaboju z varnostnim standardom in ravnijo zaščitenega položaja, ki sta podobna kot za dokument iste stopnje zaupnosti (glej del D). Če je oprema s stopnjo zaupnosti prevelika, da bi jo lahko hranili v varnostnem zaboju, jo je treba namestiti v varen prostor, zgradbo ali območje s standardi zaščite pred skrivnim napadom, podobnim tistim, ki bi veljali za dokumente iste stopnje zaupnosti (glej del D). Kadar ostane oprema s stopnjo zaupnosti zunaj zgradbe, jo je treba ves čas varovati.
- 6.4 Kjer je možno, da bo opremo s stopnjo zaupnosti lahko videlo nepooblaščen osebje, je treba sprejeti naslednje varnostne ukrepe:
- opremo s stopnjo zaupnosti je treba zakriti pred pogledi (tako da jo na primer pokrijemo s ponjavo itd.),
 - če je občutljive vidike opreme s stopnjo zaupnosti možno razbrati iz pokrite oblike, potem je treba obliko spremeniti,
 - nepooblaščenim osebam naj se ne dovoli dostop v vizualnem dometu.
- 6.5 Ukrepi fizične varnosti za zaščito opreme s stopnjo zaupnosti v tranzitu se spreminjajo glede na stopnjo zaupnosti, naravo, vsebino in velikost, itinerer in prevozno sredstvo, vendar naj bi na splošno:
- oprema, ki se prevaža po cesti ali železnici, bila v odobrenih zaklenjenih vozilih ali zabojnikih. Če to ni mogoče, je treba opremo zapakirati v zaboje ali obložiti s pločevinastimi ploščami,
 - voznike cestnih vozil, v katerih je oprema s oznako **TAJNO**, vedno spremljal en varnostnik ali več,
 - voznika cestnega vozila, v katerem je oprema z oznako **ZAUPNO**, vedno spremljal sovoznik ali varnostnik. Sovoznik lahko nastopa tudi kot varnostnik pod pogojem, da je v njegovih navodilih določena tudi odgovornost za varnost,
 - vozila, v katerih je oprema s stopnjo zaupnosti, nikoli ne puščali samega, razen v varnem območju, ki ga odobri državni varnostni organ.
- b. By the prevention of visual access to all or part of the premises where classified equipment may be seen.
- 6.3 Small items of classified equipment should be stored in a security container with a security standard and level of protected position similar to that for a document of the same classification (see **PART D**). If classified equipment is too large to be stored in a security container it should be housed in a secure room, building or area with standards of protection against surreptitious attack similar to those which would be provided for documents of the same classification (see **PART D**). When classified equipment is left outside a building it is to be guarded at all times.
- 6.4 Where it is possible for classified equipment to be viewed by unauthorised personnel, the following precautions are to be taken:
- The classified item is to be obscured from view (eg. by covering it with tarpaulins etc.)
 - If the sensitive aspects of classified equipment may be established from the shape of the covering, then efforts should be made to alter the shape.
 - no unauthorised access is to be allowed within visual range.
- 6.5 The physical security measures to protect classified equipment in transit will vary according to its classification, nature, substance and size, the itinerary and means of transport but generally:
- equipment transported by road or rail should be in approved locked vehicles or containers. If this is not possible the equipment must be cased or sheeted.
 - drivers of road vehicles containing **SECRET** equipment must always be accompanied by one or more Security Guards.
 - a driver of a road vehicle containing **CONFIDENTIAL** equipment must always be accompanied by a co-driver or Security Guard. A co-driver may act as a Security Guard provided that his instructions also define his responsibility for security.
 - vehicles containing classified equipment must never be left unattended except in a secure area approved by the National Security Authority.

DEL D

7. **Varnost dokumentov**
- 7.1 Dokumente s stopnjo zaupnosti, ki se izdajo po teh aranžmajih, je treba zaščititi pred vohunjenjem, nedovoljenim dostopom ali drugo sovražno dejavnostjo. Narava zaščite bo odvisna od:
- narave in lokacije zgradbe,
 - stopnje zaupnosti, obsega in interne lokacije dokumentov v zgradbi.
- 7.2 Dokumente s stopnjo zaupnosti, ki se varujejo po teh aranžmajih, je treba hraniti takole:
- kadar se ne uporabljajo, je treba vse dokumente z oznakama **TAJNO** in **ZAUPNO** hraniti v sefih ali možnih jeklenih omarah ali omaricah, opremlje-

PART D

7. **Document Security**
- 7.1 Classified documents released under these arrangements must be protected against espionage, unauthorised access or any hostile activity. The nature of the protection will depend upon:
- the character and the location of the building.
 - the classification, volume and internal location of the documents within the building.
- 7.2 Classified documents which are being protected under these arrangements must be stored as follows:
- When not in use, all **SECRET** and **CONFIDENTIAL** documents must be stored in safes or strong steel cupboards or cabinets fitted with tamper-

nih z varnostnimi (tamperproof) ključavnicami. Po možnosti naj bodo te ključavnice bodisi trikolesne kombinacijske ključavnice (three wheel combination locks) renomirane izdelave ali precizne vzvodne ključavnice (precision-made lever locks) s šestimi vzvodi ali več. Kjer je to mogoče, naj bodo vzvodne ključavnice opremljene z napravo za odkrivanje poseganja (tampering). Če so na voljo zabojniki, ki jih je odobrila ali izdala vlada, jih je treba uporabiti,

- b. kadar se ne uporabljajo, naj se vsi dokumenti z oznako **OMEJENO** hranijo pod ključem,
- c. na zunanji strani zabojnikov, kjer se hranijo dokumenti s stopnjo zaupnosti, ne sme biti nobene navedbe o zadevi ali vsebini,
- d. dastavitev kombinacijskih ključavnic, ki se uporabljajo za zaščito dokumentov s stopnjo zaupnosti, je treba spremeniti:
 - (1) po prejemu zabojnika,
 - (2) v nerednih presledkih, ki niso daljši od šest mesecev,
 - (3) po odpustu, suspendiranju ali prerazporeditvi vsake osebe, ki pozna nastavitev,
 - (4) po izjemnem dovoljenem razkritju nastavitve osebi, ki je sicer nima pravice poznati,
 - (5) kadar koli je prišlo do kompromitiranja ali pa se sluti.
- e. Kadar se uporabljajo zabojniki s ključavnicami s ključi, je treba ključe skrbno hraniti zato, da nobena nepooblaščenca oseba, vključno s čistilci in varnostniki, ne more dobiti dostopa do njih. Po možnosti naj se ti ključi hranijo v sefu, omari ali omarici za ključe, ki so opremljeni s trikolesno kombinacijsko ključavnico. Če take omarice ni na voljo, naj se shranijo proti podpisu ob vsakem dvigu in vrnitvi pri dežurnem oddelku ali poveljstva, ki mora imeti varnostno dovoljenje in navodila o tem, kdo vse sme te ključe pri njem dvigniti. Osebe nikakor ne sme odstraniti teh ključev iz zgradbe. Vse ključe, ki se potrebujejo vsak dan, je treba ponovno zbrati ob koncu vsakega delovnega dne.
- f. Poznavanje kombinacijskih nastavitvev sefa ali omarice za ključe mora biti omejeno na čim manjše število ljudi. Nastavitve kombinacijskih ključavnic se je treba naučiti na pamet. Edini dovoljeni zapis nastavitve je uradna evidenca, ki jo je treba zapečatiti v ojačane ovojnice (strong envelopes), na zunanji strani katerih so identifikacijski podatki zadevnega sefa ali omare zapisani skupaj z imenom (imeni) častnika (častnikov), ki so pooblaščen za dostop do kombinacije, in datum, ko je bila kombinacija nastavljena. Ovojnico ima varnostnik.

7.3 Evidenco odstranitve dokumentov z oznakama **ZAU-PNO** in **TAJNO** iz prostorov naj vodi imenovani član osebja; ta evidenca naj se uporablja za preverjanje dokumentov, ko so vrnjeni. Dokumenti s stopnjo za-

proof locks. Preferably, these locks should be either 3-wheel combination locks of reputable make or precision-made lever locks of six or more levers. Where possible, the lever locks should be fitted with a device to detect tampering. Where Government approved or issued containers are available they must be used.

- b. When not in use, all **RESTRICTED** documents must be stored under lock and key.
- c. No indication as to subject matter or contents should appear on the outside of the containers housing classified documents.
- d. The setting of a combination lock used for protecting classified documents is to be changed:
 - (1) upon receipt of the container
 - (2) at irregular intervals of not more than 6 months
 - (3) following the discharge, suspension or re-assignment of any person having knowledge of the setting
 - (4) following exceptional authorised disclosure of the setting to a person who is not normally entitled to know it
 - (5) whenever a compromise has occurred or is suspected
- e. When containers fitted with key locks are used, the keys are to be carefully safeguarded to ensure that no unauthorised person, including cleaners and Security Guards, can gain access to them. Preferably, these keys should be deposited in a safe, cupboard or key-box fitted with a 3-wheel combination lock. If such is not available, they should be deposited, against signature on each occasion they are drawn and returned, with the departmental or headquarters Duty Officer, who should be security cleared and instructed as to who is authorised to draw them from him. Under no circumstances may personnel be allowed to remove these keys from the building. All keys in daily use are to be mustered at the end of each working day.
- f. Knowledge of safe or key-box combination settings must be restricted to the minimum number of people. Combination lock settings must be committed to memory. The only authorised recording of a setting is the official record which is to be sealed in a strong envelope, on the outside of which the identification particulars of the safe or cupboard concerned are noted, along with the name(s) of the officer(s) authorised to have access to the combination and the date the combination was set. The envelope should be retained by a Security Officer.

7.3 A record of **SECRET** and **CONFIDENTIAL** documents removed from the premises should be kept by a nominated member of staff; this record should be used to check the documents when they are re-

- upnosti, ki se odstranijo iz poslovnih prostorov zaradi sestankov, naj se prenašajo v zaklenjenih in odobrenih poslovnih kovčkih, ki naj bodo v trajni lasti zadevne osebe.
- 7.4 Na začasnih lokacijah za hrambo (npr. med vajami na terenu), kjer varnostni zabojnik ni na voljo, naj se dokumenti z oznako **TAJNO** ali **ZAUPNO** nenehno varujejo.
- 7.5 Vsa območja ali zabojnike, ki vsebujejo dokumente z oznako **TAJNO** ali **ZAUPNO**, je treba ob koncu delovnega dne pregledati, da se prepričamo o pravilni varnosti.
8. **Prenos**
- 8.1 Pri prenosu dokumentov s stopnjo zaupnosti naj veljajo naslednja pravila:
- informacije, označene z **ZAUPNO** ali višjo stopnjo zaupnosti, naj se pošiljajo po vojaškem, diplomatskem ali drugem kurirju, ki ga odobri vlada,
 - vse informacije s stopnjo zaupnosti, ki se pošiljajo z električnimi sredstvi, morajo biti šifrirane,
 - dokumenti z oznako **OMEJENO** naj se pošiljajo v skladu z nacionalnimi postopki.
- 8.2 Prenos dokumentov z oznako **TAJNO** se opravi proti potrdilu.
9. **Reproduciranje in prevajanje dokumentov**
- 9.1 Pri reproduciranju ali prevajanju dokumentov s stopnjo zaupnosti je treba upoštevati naslednja pravila:
- datne kopije in prevode dokumentov z oznako **TAJNO** je treba pridobiti od prvotnega imetnika (originator). Če postane v izjemnih okoliščinah potrebno, da prejemnik naredi dodatne kopije ali prevode dokumentov z oznako **TAJNO**, je treba dovoljenje za to dobiti od prvotnega imetnika pisno ali po teleksu, v njem pa morajo biti navedene podrobnosti o dokumentu, ki se bo kopiral, in število dovoljenih kopij. Če so pri dokumentu kopije oštevilčene, je treba dodeliti tudi številke dodatnih kopij. Kopije je treba označiti in jih zaščititi v skladu s stopnjo zaupnosti izvirnika. Kadar se po teleksu prvotni imetnik zaproša za dovoljenje za reproduciranje kopij dokumentov s stopnjo zaupnosti, je treba dokumente, ki se bodo kopirali, označiti samo z referenčnimi številkami, (morebitno) številko kopije in z dnevom izdaje brez navajanja predmeta ali vsebine.
 - Stroje za fotokopiranje dokumentov, ki so nameščeni v zgradbah, kjer se hrani gradivo s stopnjo zaupnosti, je treba zaščititi pred nedovoljeno uporabo bodisi z zaklepanjem ali imobilizacijo, kadar pooblaščen operaterji niso prisotni.
10. **Uničenje**
- 10.1 Kadar dokumenti s stopnjo zaupnosti niso več potrebni, se morajo uničiti (po varnih aranžmajih), in sicer sežgati, razrezati ali razkrojiti po odobrenem varnostnem standardu ali zmleti. O njihovem uničenju je treba voditi evidenco.
- turned. Classified documents removed from the premises for meetings should be carried in locked and approved briefcases which should remain in the permanent possession of the person concerned.
- 7.4 At temporary storage sites (eg. during field exercises) where security containers are not available, all **SECRET** and **CONFIDENTIAL** documents must be kept under permanent guard.
- 7.5 All areas or containers containing **SECRET** or **CONFIDENTIAL** documents must be inspected at the close of the working day to ensure that they are properly secure.
8. **Transmission**
- 8.1 When transmitting classified documents, the following rules should apply:
- information classified **CONFIDENTIAL** or above is to be despatched by military, diplomatic or other Government approved courier.
 - all classified information transmitted by electrical means is to be encrypted.
 - RESTRICTED** documents are to be transmitted in accordance with national procedures.
- 8.2 **SECRET** documents are to be transferred against receipts.
9. **Reproducing and Translating of Documents**
- 9.1 When reproducing or translating classified documents, the following rules should be observed:
- Additional copies and translations of **SECRET** documents should be obtained from the originator. If, in exceptional circumstances, it becomes necessary for the recipient to produce extra copies or translations of **SECRET** documents, authority to do so must be obtained from the originator in writing or by telex and should include details of the document to be copied and the number of copies authorised to be made. If the document is copy numbered, then additional copy numbers should be allocated. Copies should be marked and protected according to the classification of the original. When requesting authority from the originator by telex to reproduce copies of classified documents, the documents to be copied should be identified by reference number, copy number (if any) and date of issue only and without revealing their subject or contents.
 - Machines for photocopying documents which are sited in buildings housing classified material must be protected from unauthorised use, either by locking or immobilising them when their authorised operators are not in attendance.
10. **Destruction**
- 10.1 When classified documents are no longer required, they are to be destroyed (under secure arrangements) by burning, shredding or disintegration to any approved security standard or pulping. A record of their destruction must be maintained.

DELE

11. **Izgube in kršitve varnosti**
- 11.1 Možno je, da se v neki fazi informacije oziroma gradivo s stopnjo zaupnosti kompromitira kot posledica nepredvidnosti, nemarnosti ali nepremišljenosti poleg dejanj sovražnih obveščevalnih služb ali subverzivnih organizacij.
- 11.2 Zato je pomembno, da so vse osebe, ki imajo opravka z informacijami oziroma gradivom s stopnjo zaupnosti, ki so last druge vlade, temeljito poučene o varnostnih postopkih, nevarnosti nepremišljenega razgovora, stikih s predstavniki tiska ali drugih občil in pomembnosti prijave vsake kršitve varnosti, ki bi jo opazili. Izgube ali kršitve varnosti je treba takoj prijaviti državnemu varnostnemu organu oziroma ustreznemu organu na mestu njihove zaposlitve.
- 11.3 Kadar pride do izgube ali kršitve varnosti, je nujno takojšnje ukrepanje, da se:
- ugotovijo podrobnosti kršitve,
 - zmanjša narejena škoda,
 - prepreči ponovitev,
 - obvesti državni varnostni organ prvotnega imetnika, kjer je to primerno,
- 11.4 Zoper osebo, ki je namerno ali zaradi malomarnosti odgovorna za tako kompromitiranje informacij s stopnjo zaupnosti, se lahko disciplinsko ukrepa.
- 11.5 Vsaka varnostna stopnja zaupnosti zahteva določene zaščitne ukrepe. Določa na primer, ali je za osebe, ki naj bi imele dostop do nje, potrebno dovoljenje državnega varnostnega organa, kakšne fizične ukrepe je treba sprejeti za njeno zaščito in kakšni dogovori so potrebni pri njenem prenosu. Ti zaščitni varnostni postopki so opisani v nadaljevanju.
- 11.6 Za razvrščanje informacij in gradiva po stopnjah zaupnosti ali za morebitno naknadno znižanje oziroma odstranitev stopnje zaupnosti odgovarja izključno njihov prvotni imetnik. Vsakemu dokumentu se mora stopnja zaupnosti dodeliti na podlagi njegove lastne vsebine in ne stopnje zaupnosti kartoteke, v katero je vključen, ali drugega dokumenta, na katerega se sklicuje.
12. **Pravice intelektualne lastnine**
- 12.1 Ti predpisi veljajo samo za zaščito informacij in gradiva s stopnjo zaupnosti. Kadar so zaščitni ukrepi potrebni za pravice intelektualne lastnine (PIL), jih je treba navesti v posebnih predpisih, ki se uporabljajo poleg varnostnih predpisov.

PART E

11. **Losses and Breaches of Security**
- 11.1 It is possible that, at some stage, classified information or material may be compromised as a result of carelessness, negligence or indiscretion, apart from the action of hostile intelligence services or subversive organisations.
- 11.2 It is important, therefore, that all persons who are required to handle classified information or material belonging to another Government are thoroughly briefed on security procedures, the dangers of indiscreet conversation, their relationship with the Press or other media and the importance of reporting any breach of security which may come to their notice. Losses and breaches of security must be reported immediately to the National Security Authority and/or the appropriate authority at their place of employment.
- 11.3 When a loss or breach of security occurs, it is essential to take action quickly to:
- establish details of the breach
 - minimise the damage done
 - prevent recurrence
 - notify, where appropriate, the National Security Authority of the originator
- 11.4 Disciplinary action may be taken against any person, who, through intent or neglect, is responsible for such compromise of classified information.
- 11.5 Each security classification invokes specific protective measures. It determines, for example, whether persons who are to have access to it must first be authorised by the National Security Authority, what physical measures must be taken to protect it and what arrangements should be made for its transmission. These protective security procedures are described in the ensuing Parts of these Regulations.
- 11.6 The responsibility for classifying information and material or any subsequent down-grading or de-classifying rests with the originator. Each document should be classified according to its own content and not according to the classification of the file in which it is included or of another document to which it refers.
12. **Intellectual Property Rights**
- 12.1 These regulations apply to the protection of classified information and material only. When protective measures are necessary in respect of Intellectual Property Rights (IPR), they should be set out in separate Regulations which apply in addition to the Security Regulations.

3. člen

Za izvajanje memoranduma skrbi Ministrstvo za obrambo Republike Slovenije.

4. člen

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

Št. 800-11/98-6

Ljubljana, dne 4. septembra 2000

Vlada Republike Slovenije

dr. Andrej Bajuk l. r.
Predsednik

- Obvestilo o začetku veljavnosti mednarodne pogodbe

O B V E S T I L O **o začetku veljavnosti mednarodne pogodbe**

Dne 22. 8. 2000 je začel veljati Dodatni protokol k Sporazumu med Republiko Slovenijo in Mednarodno agencijo za atomsko energijo o varovanju v zvezi s pogodbo o neširjenju jedrskega orožja (MAEVPN), podpisan dne 26. novembra 1998 na Dunaju in objavljen v Uradnem listu Republike Slovenije - Mednarodne pogodbe, št. 18/00 (Uradni list RS, št. 71/00).

Ministrstvo za zunanje zadeve
Republike Slovenije

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