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Leto XI

52. Zakon o ratifikaciji Sporazuma o trgovinskem in gospodarskem sodelovanju med Vlado Republike Slovenije in Zvezno vlado Zvezne republike Jugoslavije (BYUGS)

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 TRGOVINSKEM IN GOSPODARSKEM SODELOVANJU MED VLADO REPUBLIKE SLOVENIJE IN ZVEZNO VLADO ZVEZNE REPUBLIKE JUGOSLAVIJE (BYUGS)

Razgllašam Zakon o ratifikaciji Sporazuma o trgovinskem in gospodarskem sodelovanju med Vlado Republike Slovenije in Zvezno vlado Zvezne republike Jugoslavije (BYUGS), ki ga je sprejel Državni zbor Republike Slovenije na seji 3. oktobra 2001.

Št. 001-22-111/01
Ljubljana, 11. oktobra 2001

Predsednik
Republike Slovenije
Milan Kučan l. r.

Z A K O N

O RATIFIKACIJI SPORAZUMA O TRGOVINSKEM IN GOSPODARSKEM SODELOVANJU MED VLADO REPUBLIKE SLOVENIJE IN ZVEZNO VLADO ZVEZNE REPUBLIKE JUGOSLAVIJE (BYUGS)

1. člen

Ratificira se Sporazum o trgovinskem in gospodarskem sodelovanju med Vlado Republike Slovenije in Zvezno vlado Zvezne republike Jugoslavije, podpisan v Beogradu 23. marca 2001.

2. člen

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

S P O R A Z U M

O TRGOVINSKEM IN GOSPODARSKEM SODELOVANJU MED VLADO REPUBLIKE SLOVENIJE IN ZVEZNO VLADO ZVEZNE REPUBLIKE JUGOSLAVIJE

Vlada Republike Slovenije in Zvezna vlada Zvezne republike Jugoslavije (v nadaljevanju pogodbenici) sta se

– v želji, da bi razvijali in krepili dolgoročno trgovinsko in gospodarsko sodelovanje na podlagi enakosti in vzajemne koristi,

A G R E E M E N T

ON TRADE AND ECONOMIC COOPERATION BETWEEN THE GOVERNMENT OF THE REPUBLIC OF SLOVENIA AND THE FEDERAL GOVERNMENT OF THE FEDERAL REPUBLIC OF YUGOSLAVIA

The Government of the Republic of Slovenia and the Federal Government of the Federal Republic of Yugoslavia (hereinafter referred to as: the Contracting Parties),

– desirous to develop and enhance long term trade and economic cooperation based on equality and mutual benefit,

* Besedilo sporazuma v srbskem jeziku je na vpogled v Sektorju za mednarodnopravne zadeve Ministrstva za zunanje zadeve Republike Slovenije.

– v prepričanju, da je ta sporazum primeren in trden temelj za trajen in učinkovit razvoj in razvejanost trgovinskega in gospodarskega sodelovanja med državama,

– v skladu z zakoni in predpisi, ki se uporabljajo v obeh državah, in mednarodnimi sporazumi, katerih pogodbenici sta, ob upoštevanju prakse in standardov svetovnega trga in določb sporazumov, sklenjenih pod pokroviteljstvom Svetovne trgovinske organizacije (v nadaljevanju STO),
sporazumeli, kot sledi:

1. člen

Pogodbenici spodbujata, podpirata in omogočata nadaljnji razvoj trgovinskega in gospodarskega sodelovanja med državama v skladu z določbami tega sporazuma ter zakoni in predpisi, ki se uporabljajo v obeh državah.

2. člen

1. Vsaka pogodbenica v skladu z načeli, določenimi v GATT-94, priznava drugi pogodbenici obravnavo po načelu države z največjimi ugodnostmi za izdelke s poreklom z ozemlja druge pogodbenice.

2. Določbe prvega odstavka tega člena pa se ne uporabljajo za:

a) ugodnosti, ki jih je ena ali druga pogodbenica priznala ali jih utegne priznati kateri koli sosednji državi, zato da bi olajšala obmejni promet,

b) ugodnosti, ki jih je pogodbenica priznala ali jih utegne priznati tretjim državam na podlagi sodelovanja v okviru carinske unije in/ali prostotrgovinskega območja in/ali sporazumov o regionalnem povezovanju, in

c) ugodnosti, ki jih je ena ali druga pogodbenica priznala ali jih utegne priznati kateri koli državi v razvoju po Sporazumu o ustanovitvi STO in drugih sporazumih.

3. člen

Pogodbenici si v mejah svoje pristojnosti prizadevata zagotoviti stabilne razmere za razvoj trgovinskega in gospodarskega sodelovanja med državama in se osredotočata zlasti na sodelovanje na gospodarskem, bančnem, industrijskem, tehničnem, znanstvenem in tehnološkem področju.

4. člen

Za razvoj trgovinskega in gospodarskega sodelovanja pogodbenici spodbujata vzajemno izmenjavo informacij, zlasti o svoji zakonodaji in gospodarskih programih, kot tudi drugih informacij vzajemnega interesa.

5. člen

1. Vsa plačila za blago, s katerim se trguje med pravnimi in/ali fizičnimi osebami (v nadaljevanju subjekti), se v obeh državah opravljajo v prosto zamenljivi valuti.

2. Da bi lajšali in razvijali trgovinsko in gospodarsko sodelovanje, pogodbenici ne smeta ovirati blagovne menjava med subjekti iz držav pogodbenic na podlagi kompenzacijskih trgovinskih poslov ali pogodb o menjavi blaga za

– convinced that the present Agreement provides appropriate and stable basis for lasting and effective development and diversification of trade and economic cooperation between the two States,

– in accordance with the applicable laws and regulations of both States and international agreements to which they are Parties, taking into account the practices and standards of the global market as well as the provisions of the agreements concluded under the auspices of the World Trade Organization (hereinafter: the WTO),
have agreed as follows:

Article 1

The Contracting Parties shall promote, support and facilitate further development of trade and economic cooperation between the two States, in accordance with the provisions of the present Agreement and applicable laws and regulations of both States.

Article 2

1. Either Contracting Party shall, in accordance with the principles laid down by GATT-94, grant the other Contracting Party the most-favored-nation treatment for products originating from the territory of the other Contracting Party.

2. The provisions contained in the first paragraph hereof, however, shall not apply to the following:

a) the preferences granted, or which may be granted, by either Contracting Party to any neighboring state with a view to facilitate border traffic;

b) the preferences granted, or which may be granted, by a Contracting Party to third States, based on cooperation within the framework of a customs union and/or a free trade area and/or agreements on regional integrations; and

c) the preferences granted or which may be granted, by either Contracting Party to any developing country under the Agreement on Establishing the WTO and other agreements.

Article 3

The Contracting Parties shall, within their responsibilities, make efforts to secure stable conditions for the development of trade and economic cooperation between the two States, focusing in particular on cooperation in the economic, banking, industrial, technical, scientific and technological domains.

Article 4

With regard to the development of trade and economic cooperation, the Contracting Parties shall encourage mutual exchange of information, particularly concerning their respective legislation and economic programs, as well as other information of mutual interest.

Article 5

1. All payments for the commodities traded between legal and/or physical persons (hereinafter referred to as: entities) shall, in both States, be affected in freely convertible currencies.

2. With a view to facilitating and developing trade and economic cooperation, neither Contracting Party shall hinder commodity exchange among the entities from the States of the Contracting Parties under compensation trading deals,

blago in drugih pogodb ter pri tem ravnata v skladu s svojimi pravnimi predpisi.

6. člen

Medsebojna dobava blaga temelji na pogodbah, ki jih sklenejo subjekti obeh držav, v skladu z njunimi zakoni in predpisi in običajno poslovno prakso glede cen, kakovosti, dobave in plačilnih pogojev.

7. člen

Če se izvažata blago iz države ene pogodbenice v drugo po dampinških ali subvencioniranih cenah (in na način, ki neugodno vpliva na domačo proizvodnjo v državi druge pogodbenice), ima prizadeta pogodbenica pravico ukrepati v skladu s splošnimi pravili in načeli Svetovne trgovinske organizacije.

8. člen

1. Pogodbenici si v skladu s svojimi zakoni in predpisi medsebojno pomagata pri organizaciji sejmov, specializiranih razstav in predstavitev dejavnosti.

2. Pogodbenici soglašata, da v skladu s svojimi zakoni in predpisi, ki jih uporabljata, oprostita carin in drugih dajatev s podobnim učinkom uvoz:

- a) predstavitenega gradiva, brezplačnih vzorcev s pokladi z ozemlja druge pogodbenice in predmetov, pridobljenih v drugi pogodbenici na tekmovanjih, razstavah in drugih prireditvah, in
- b) blaga in opreme za sejme in specializirane razstave, ki nista namenjena prodaji.

9. člen

1. Pogodbenici soglašata, da za uresničevanje ciljev tega sporazuma ustanovita Mešano slovensko-jugoslovansko komisijo, ki jo sestavljajo predstavniki obeh držav.

2. Mešana komisija se sestaja enkrat letno ali po potrebi na zahtevo ene ali druge pogodbenice izmenično v državi ene ali druge pogodbenice.

3. Mešana komisija z namenom spodbujanja in razširitve trgovinskega in gospodarskega sodelovanja med državama še posebej, čeprav ne izključno:

- a) proučuje načine in sredstva za spodbujanje in razvijanje trgovinskega in gospodarskega sodelovanja med državama;
 - b) pregleduje napredek pri izvajanju dvostranskih sporazumov, sklenjenih med državama na področjih trgovinskega in gospodarskega sodelovanja, in priporoča rešitve problemov, ki lahko nastanejo pri izvajanju takšnih sporazumov;
 - c) opredeljuje področja, ki prispevajo k razvoju trgovinskega in gospodarskega sodelovanja, in daje priporočila pristojnim organom obeh držav;
 - d) ugotavlja probleme, ki ovirajo dvostransko trgovinsko in gospodarsko sodelovanje, in priporoča ukrepe za njihovo rešitev.
4. Mešana komisija lahko sprejme poslovnik.

or barter and other contracts, in accordance with their respective legal regulations.

Article 6

The mutual supply of goods shall be based on contracts concluded between the entities of the two States, in accordance with respective laws and regulations thereof, as well as with the customary commercial practices as regards price, quality, delivery and terms of payment.

Article 7

In case of the commodities exported from the State of either Contracting Party to the other Contracting Party at dumping or subsidized prices (and in such a manner that adversely affects the domestic production in the State of the latter Contracting Party), the affected Contracting Party is entitled to take measures in accordance with the general rules and principles of the World Trade Organization.

Article 8

1. The Contracting Parties shall, in accordance with their respective laws and regulations, provide each other assistance in organizing fairs, specialized exhibitions and promotion activities.

2. The Contracting Parties agree to exempt from customs and other import duties, in accordance with their respective applicable laws and regulations, the imports of the following:

- a) promotion material, free samples originating from the territory of the other Contracting Party, as well as items acquired in the other Contracting Party for competitions, exhibitions and other events; and
- b) commodities and equipment for fairs and specialized exhibitions, not intended for sale.

Article 9

1. For the purpose of implementing the objectives of the present Agreement, the Contracting Parties agree to establish a Joint Slovene-Yugoslav Commission composed of the representatives of both States.

2. The Joint Commission shall meet annually, or when necessary, upon request by either Contracting Party, in the State of either Contracting Party, alternately.

3. With a view to promote and expand trade and economic cooperation between the two States, the Joint Commission shall primarily focus on the following:

- a) considering ways and means to encourage and develop trade and economic cooperation between the two States;
 - b) monitoring the progress of implementation of bilateral agreements concluded between the two States concerning trade and economic cooperation and recommending solutions to the problems which may arise from the implementation of such agreements;
 - c) identifying areas contributing to the development of trade and economic cooperation and submit its recommendations to the competent authorities of both States;
 - d) identifying problems hampering bilateral trade and economic cooperation and recommending measures to solve these problems.
4. Joint Commission may adopt its Rules of Procedure.

10. člen

Ta sporazum ne posega v druge mednarodne sporazume, ki sta jih pogodbenici podpisali in jih izvajata.

11. člen

Spori med pogodbenicama glede razlage ali izvajanja tega sporazuma se rešujejo s posvetovanji ali pogajanji po diplomatski poti.

12. člen

1. Pogodbenici imata pravico, da spremenita katero koli določbo tega sporazuma.

2. Sprememba ali prenehanje sporazuma na noben način ne ovira izpolnjevanja obveznosti, ki izhajajo iz pogodb, sklenjenih med gospodarskimi subjekti obeh držav med njegovo veljavnostjo.

13. člen

1. Ta sporazum začne veljati na datum prejema zadnjega od uradnih obvestil, s katerima se pogodbenici obvestita, da so izpolnjene vse notranjepravne zahteve za začetek njegove veljavnosti.

2. Ta sporazum se sklene za eno leto in se samodejno podaljšuje za nadaljnja enoletna obdobja, razen če ga ena od pogodbenic odpove s pisnim obvestilom drugi pogodbenici. V tem primeru sporazum preneha veljati tri mesece po prejemu takšnega obvestila.

Sestavljeno v Beogradu dne 23. marca 2001 v dveh izvornikih, v slovenskem, srbskem in angleškem jeziku, pri čemer so vsa besedila enako verodostojna. Ob razlikah v razlagi prevlada angleško besedilo.

Za Vlado
Republike Slovenije
Dimitrij Rupel l. r.

Za Zvezno vlado
Zvezne republike Jugoslavije
Goran Svilanović l. r.

Article 10

The present Agreement shall be without prejudice to international agreements signed and implemented by the Contracting Parties.

Article 11

Any disputes between the Contracting Parties concerning the interpretation or implementation of the present Agreement shall be settled by consultation or negotiation through diplomatic channels.

Article 12

1. The Contracting Parties shall be entitled to amend any provision of the present Agreement.

2. Any amendment or termination of the present Agreement shall in no way interfere with the fulfillment of obligations arising from the contracts concluded between the economic entities of the two States during the period of the validity hereof.

Article 13

1. This Agreement shall enter into force on the date of receipt of the latter of the notifications exchanged by the Contracting Parties, to the effect that all internal legal requirements for its entry into force have been fulfilled.

2. This Agreement shall be concluded for a one-year period and shall be automatically renewed for successive one-year periods, unless one of the Contracting Parties terminates the Agreement by written notification to the other Contracting Party. In this case the Agreement shall be terminated three months upon the receipt of such notification.

Done at Belgrade on 23 March 2001 in two originals, in the Slovene, Serbian and English languages, all texts being equally authentic. In case of differences in interpretation, the English text shall prevail.

For the Government of
the Republic of Slovenia
Dimitrij Rupel, (s)

For the Federal Government of
the Federal Republic of Yugoslavia
Goran Svilanović, (s)

3. člen

Za izvajanje sporazuma skrbi Ministrstvo za gospodarstvo.

4. člen

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

Št. 311-04/01-46/1
Ljubljana, dne 3. oktobra 2001

Predsednik
Državnega zbora
Republike Slovenije
Borut Pahor l. r.

53. Zakon o ratifikaciji Sporazuma med Vlado Republike Slovenije in Vlado Malte o medsebojnem spodbujanju in zaščiti naložb s protokolom (BMTSZN)

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 MALTE O MEDSEBOJNEM SPODBUJANJU IN ZAŠČITI NALOŽB S PROTOKOLOM (BMTSZN)**

Razglasam Zakon o ratifikaciji Sporazuma med Vlado Republike Slovenije in Vlado Malte o medsebojnem spodbujanju in zaščiti naložb s protokolom (BMTSZN), ki ga je sprejel Državni zbor Republike Slovenije na seji 3. oktobra 2001.

Št. 001-22-112/01
Ljubljana, 11. oktobra 2001

Predsednik
Republike Slovenije
Milan Kučan l. r.

Z A K O N**O RATIFIKACIJI SPORAZUMA MED VLADO REPUBLIKE SLOVENIJE IN VLADO MALTE O MEDSEBOJNEM SPODBUJANJU IN ZAŠČITI NALOŽB S PROTOKOLOM (BMTSZN)**

1. člen

Ratificira se Sporazum med Vlado Republike Slovenije in Vlado Malte o medsebojnem spodbujanju in zaščiti naložb s protokolom, podpisan v Ljubljani 15. marca 2001.

2. člen

Sporazum s protokolom 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 GOVERNMENT OF MALTA
ON THE MUTUAL PROMOTION AND
PROTECTION OF INVESTMENTS**

The Government of the Republic of Slovenia and the Government of Malta, hereinafter referred to as the "Contracting Parties",

Desiring to intensify the economic co-operation between the two States,

Intending to encourage and create favourable conditions for investments made by investors of one Contracting Party in the territory of the other Contracting Party on the basis of equality and mutual benefit,

Recognising that the mutual promotion and protection of investments on the basis of this Agreement will stimulate business initiative,

Have agreed as follows:

**Article 1
Definitions**

For the purpose of this Agreement:

1. The term "investor" shall mean with regard to either Contracting Party:

a) natural persons having the nationality of either Contracting Party, in accordance with its laws; and

b) legal persons, including corporations, commercial or other companies, associations, or any other entities which are incorporated, constituted or registered in accordance with the law of that Contracting Party;

**S P O R A Z U M
MED VLADO REPUBLIKE SLOVENIJE
IN VLADO MALTE
O MEDSEBOJNEM SPODBUJANJU IN
ZAŠČITI NALOŽB**

Vlada Republike Slovenije in Vlada Malte, v nadaljevalni pogodbenici, sta se

v želji, da okrepiata gospodarsko sodelovanje med državama,

z namenom, da spodbudita in ustvarita ugodne razmere za naložbe vlagateljev ene pogodbenice na ozemlju druge pogodbenice na podlagi enakopravnosti in obojestranske koristi,

ob spoznanju, da bosta vzajemno spodbujanje in zaščita naložb na podlagi tega sporazuma spodbujala poslovne pobude,

sporazumeli, kot sledi:

1. člen

Opredelitev pojmov

Za namen tega sporazuma:

1. Izraz "vlagatelj" pomeni za eno in drugo pogodbenico:

a) fizične osebe, ki so državljani ene ali druge pogodbenice v skladu z njeno zakonodajo, in

b) pravne osebe, vključno s korporacijami, gospodarskimi in drugimi družbami, združenji, ali katere koli druge subjekte, ki so bili ustanovljeni ali registrirani po pravu te pogodbenice,

c) legal persons not incorporated or registered in accordance with the law of that Contracting Party:

i) in which more than 50 per cent of the equity interest is beneficially owned by natural persons having the nationality of that Contracting Party; or

ii) in relation to which natural persons of that Contracting Party have the power to nominate a majority of its directors or otherwise legally direct its actions;

making or having made an investment in the other Contracting Party's territory.

2. The term "investment" by an investor of a Contracting Party shall mean every kind of asset in the territory of one Contracting Party, owned in whole or part or controlled, directly or indirectly, by an investor of the other Contracting Party, including:

a) movable and immovable property as well as any other rights in rem, such as mortgages, liens, pledges and similar rights;

b) shares, stocks and other forms of equity participation in a company, and rights derived therefrom;

c) bonds, debentures, loans and other forms of debt, and rights derived therefrom;

d) claims to money or to any performance having an economic value and associated with an investment;

e) rights in the field of intellectual property, technical processes, goodwill and know-how;

f) any right, whether conferred by law or an administrative act by a competent state authority, or by contract, including concessions for prospecting, research and exploitation of natural resources.

Any alteration of the form in which assets are invested or reinvested shall not affect their character as investments, provided that such alteration is in accordance with the laws and regulations of the Contracting Party in whose territory the investment has been made.

3. The term "returns" shall mean the amounts yielded by investments and in particular, though not exclusively, shall include profits, dividends, interests, royalties or other forms of income related to the investments, including licenses and other fees.

4. The term "territory" shall mean with respect to each Contracting Party the territory under its sovereignty, including air space and maritime areas, over which the Party concerned exercises its sovereignty or jurisdiction, in accordance with internal and international law.

5. The term "indirect control" shall mean control in fact, determined after examination of the actual circumstances in each situation. In any such examination, all relevant factors should be considered, including the investor's:

a) financial interest, including equity interest, in the investment;

b) ability to exercise substantial influence over the management and operation of the investment; and

c) ability to exercise substantial influence over the selection of members of the board of directors or any other managing body.

Where there is doubt as to whether an investor controls, directly or indirectly, an investment, an investor claiming such control has the burden of proof that such control exists.

Article 2

Promotion and Protection of Investments

1. Each Contracting Party shall promote and encourage, as far as possible, within its territory investments by investors of the other Contracting Party and shall admit such investments into its territory in accordance with its laws and regulations.

c) pravne osebe, ki niso ustanovljene ali registrirane po pravu te pogodbenice,

i) v katerih so fizične osebe, ki imajo državljanstvo te pogodbenice, upravičene uresničevati nad 50 odstotkov pravic iz kapitalske udeležbe ali

ii) v zvezi s katerimi so fizične osebe te pogodbenice pooblaščenice, da imenujejo večino njihovih direktorjev ali drugače pravno usmerjajo njihova dejanja, ki izvajajo ali so izvedle naložbo na ozemlju druge pogodbenice.

2. Izraz "naložba" vlagatelja pogodbenice pomeni vsako vrsto premoženja na ozemlju ene pogodbenice, ki je v celoti ali delno v lasti ali pod neposrednim ali posrednim nadzorom vlagatelja druge pogodbenice, kar vključuje:

a) premoženje in nepremičnine ter katere koli druge stvarne pravice, kot so hipoteka, zaseg, zastava in podobne pravice;

b) deleže, delnice in druge oblike kapitalske udeležbe v družbi ter pravice, ki iz njih izhajajo;

c) obveznice, zadolžnice, posojila in druge oblike dolga ter pravice, ki iz njih izhajajo;

d) denarne terjatve in zahtevke za storitve, ki imajo ekonomsko vrednost in so povezane z naložbo;

e) pravice na področju intelektualne lastnine, tehnične postopke, dobro ime in know-how;

f) katero koli pravico, vključno s koncesijami za iskanje, raziskovanje in izkoriščanje naravnih virov, ki jih z zakonom ali upravnim aktom podeljuje pristojni državni organ ali ki se podelijo s pogodbo.

Kakršna koli sprememba oblike, v kateri se premoženje investira ali reinvestira, ne vpliva na njegovo naravo kot naložbo pod pogojem, da je taka sprememba v skladu z zakoni in predpisi pogodbenice, na katere ozemlju je bila naložba izvedena.

3. Izraz "dohodek" pomeni zneske, ki jih prinašajo naložbe, in vključuje zlasti, vendar ne izključno, dobiček, dividende, obresti, avtorske honorarje ali druge oblike dohodka, povezanega z naložbami, vključno z licenčninami in drugimi honorarji.

4. Izraz "ozemlje" pomeni za vsako pogodbenico ozemlje pod njeno suverenostjo, vključno z zračnim prostorom in morskimi območji, nad katerimi pogodbenica uresničuje svojo suverenost ali jurisdikcijo v skladu z notranjim in mednarodnim pravom.

5. Izraz "posredni nadzor" pomeni dejanski nadzor, ugotovljen po pregledu dejanskih okoliščin za vsak primer posebej. Pri katerem koli takem pregledu je treba upoštevati vse pomembne dejavnike, vključno z vlagateljevimi:

a) finančnimi upravičenji pri naložbi, vključno s kapitalsko udeležbo,

b) zmožnostmi, da znatno vpliva na upravljanje in izvajanje naložbe, in

c) zmožnostmi, da znatno vpliva na izbiro članov upravnega odbora ali katerega koli drugega organa upravljanja.

Če obstaja dvom, ali vlagatelj neposredno ali posredno nadzira določeno naložbo, nosi dokazno breme vlagatelj, ki trdi, da naložbo nadzira.

2. člen

Spodbujanje in zaščita naložb

1. Vsaka pogodbenica na svojem ozemlju pospešuje in spodbuja, kolikor je mogoče, naložbe vlagateljev druge pogodbenice in sprejema take naložbe na svoje ozemlje v skladu s svojimi zakoni in predpisi.

2. Each Contracting Party shall accord at all times fair and equitable treatment to investments by investors of the other Contracting Party.

3. Investments by investors of either Contracting Party shall enjoy full and constant protection and security in the territory of the other Contracting Party. Neither Contracting Party shall in any way impair by unreasonable, arbitrary or discriminatory measures the management, maintenance, use, enjoyment, disposal or liquidation of investments in its territory by investors of the other Contracting Party.

Article 3

National and Most Favoured Nation Treatment

1. With respect to the management, operation, maintenance, use, enjoyment, sale and liquidation of an investment, each Contracting Party shall accord to investors of the other Contracting Party and to their investments treatment no less favourable than that it accords to its own investors and their investments or to investors of any third country and their investments, whichever is more favourable to the investor.

2. The provisions of this Article shall not be construed so as to oblige one Contracting Party to extend to the investors of the other Contracting Party the benefit of any treatment, preference or privilege by virtue of:

- a) any membership in a free trade area, customs union, common market, economic community or any multilateral agreement on investment;
- b) any international agreement regarding taxation.

Article 4

Transparency

1. Each Contracting Party shall promptly publish, or otherwise make publicly available, its laws, regulations, procedures as well as international agreements which may affect the operation of this Agreement.

2. Each Contracting Party shall give sympathetic consideration to specific questions and provide, upon request, information to the other Contracting Party on matters referred to in paragraph 1.

3. No Contracting Party shall be required to furnish or allow access to information concerning particular investors or investments the disclosure of which would impede law enforcement or would be contrary to its laws and regulations protecting confidentiality.

Article 5

Expropriation and Compensation

1. Investments made by investors of either Contracting Party in the territory of the other Contracting Party shall not be expropriated, nationalised or subject to any other measure having effect equivalent to expropriation or nationalisation (hereinafter referred to as "expropriation") except for a public purpose, on a non-discriminatory basis, under due process of law and against prompt, effective and adequate compensation.

2. The compensation referred to in paragraph 1 of this Article shall be computed on the basis of the fair market value of the investment immediately before the expropriation or impending expropriation became public knowledge, whichever is earlier. The compensation shall be paid in a freely convertible currency without delay and shall include interest at the usual commercial rate or the three month London Interbank Offered Rate (LIBOR) from the date of expropriation to the date of payment and shall be freely transferable and effectively realisable. In case of delay any exchange rate loss arising from this delay shall be borne by the expropriating Contracting Party.

2. Vsaka pogodbenica naložbam vlagateljev druge pogodbenice trajno zagotavlja pošteno in pravično obravnavo.

3. Naložbe vlagateljev ene ali druge pogodbenice so deležne popolne in trajne zaščite in varnosti na ozemlju druge pogodbenice. Nobena pogodbenica z neupravičenimi, samovoljnimi ali diskriminacijskimi ukrepi na svojem ozemlju na noben način ne sme ovirati vlagateljev druge pogodbenice pri upravljanju, vzdrževanju, uporabi in uživanju naložb, pri razpolaganju z njimi ali pri njihovi likvidaciji.

3. člen

Nacionalna obravnava in obravnava po načelu države z največjimi ugodnostmi

1. Glede upravljanja, izvajanja, vzdrževanja, uporabe in uživanja naložb, njihove prodaje ali likvidacije zagotavlja vsaka pogodbenica vlagateljem druge pogodbenice in njihovim naložbam obravnavo, ki ni manj ugodna od tiste, ki jo zagotavlja svojim lastnim vlagateljem in njihovim naložbam ali vlagateljem katere koli tretje države in njihovim naložbam, kar je za vlagatelja ugodnejše.

2. Določb tega člena ni mogoče razlagati tako, da obvezujejo eno pogodbenico, da podeli vlagateljem druge pogodbenice kakršno koli prednostno obravnavo, ugodnost ali privilegij na podlagi:

- a) katerega koli članstva v prostotrgovinskem območju, carinski uniji, skupnem trgu, gospodarski skupnosti ali kakršnem koli večstranskem sporazumu o naložbah,
- b) katerega koli mednarodnega sporazuma, ki se nanaša na obdavčenje.

4. člen

Preglednost

1. Vsaka pogodbenica nemudoma objavi ali kako drugače omogoči javno dostopnost do svojih zakonov, predpisov, postopkov in mednarodnih sporazumov, ki lahko vplivajo na izvajanje tega sporazuma.

2. Vsaka pogodbenica z naklonjenostjo obravnava določena vprašanja in na zahtevo drugi pogodbenici zagotovi informacije o zadevah iz prvega odstavka.

3. Nobeni pogodbenici ni treba priskrbeti informacij o določenih vlagateljih ali naložbah ali omogočiti dostopa do takih informacij, katerih razkritje bi oviralo uveljavitev zakonov ali bilo v nasprotju z njenimi zakoni in predpisi, ki varujejo zaupnost.

5. člen

Razlastitev in nadomestilo

1. Naložbe vlagateljev ene ali druge pogodbenice se na ozemlju druge pogodbenice ne smejo razlastiti, nacionalizirati ali se v zvezi z njimi sprejeti nobeni drugi ukrepi z enakovrednim učinkom, kot ga ima razlastitev ali nacionalizacija (v nadaljevanju razlastitev), razen v javnem interesu, na nediskriminacijski podlagi, v skladu z zakonitim postopkom in za takojšnje, učinkovito in ustrezno nadomestilo.

2. Nadomestilo iz prvega odstavka tega člena se izračuna na podlagi poštene tržne vrednosti naložbe tik pred razlastitvijo ali tik preden je nameravana razlastitev postala javno znana, kar je prej. Nadomestilo se plača v prosto zamenljivi valuti brez odlašanja in vključuje obresti po običajni komercialni stopnji ali po trimesečni londonski medbančni obrestni meri (LIBOR) od datuma razlastitve do datuma plačila; biti mora prosto prenosljivo in dejansko izplačljivo. Ob zamudi pogodbenica, ki je naložbo razlastila, krije izgubo zaradi menjalnega tečaja, ki izhaja iz take zamude.

3. The investor whose investments are expropriated, shall have the right under the law of the expropriating Contracting Party to prompt review by a judicial or other competent authority of that Contracting Party of its case and of valuation of its investments in accordance with the principles set out in this Article.

Article 6

Compensation for Losses

1. Investors of one Contracting Party whose investments have suffered losses owing to war or other armed conflict, revolution, national uprising, state of emergency or any similar event in the territory of the other Contracting Party shall be accorded by the latter Contracting Party treatment, as regards measures it adopts in relation to such losses, including compensation, indemnification and restitution, no less favourable than that which the latter Contracting Party accords to its own investors or investors of any third State, whichever is more favourable.

2. An investor of a Contracting Party who in any of the events referred to in paragraph 1 suffers loss resulting from:

- a) requisitioning of its investment or part thereof by the forces or authorities of the other Contracting Party; or
- b) destruction of its investment or part thereof by the forces or authorities of the other Contracting Party,

shall in any case be accorded by the latter Contracting Party restitution or compensation which in either case shall be prompt, adequate and effective and, with respect to compensation, shall be in accordance with paragraphs 2 and 3 of Article 5.

Article 7

Transfers

1. Each Contracting Party shall guarantee investors of the other Contracting Party the free transfer into and out of its territory of funds related to their investments and in particular, though not exclusively:

- a) initial capital and additional contributions for the maintenance or development of the investments;
- b) returns;
- c) payments made under contracts including loan agreements;
- d) proceeds from the sale or liquidation of all or part of an investment;
- e) any compensation or other payment referred to in Articles 5 and 6 of this Agreement;
- f) payments arising out of the settlement of a dispute;
- g) earnings and other remuneration of nationals from the other Contracting Party engaged in connection with the investment.

2. The transfers referred to in this Article shall be made without restriction or delay at the market rate of exchange applicable on the date of transfer and shall be made in a freely convertible currency.

3. In the absence of a market for foreign exchange, the rate to be used shall be the most recent exchange rate for conversion of currencies into Special Drawing Rights.

4. Notwithstanding paragraphs 1 to 3, a Contracting Party may prevent a transfer through the equitable, non-discriminatory and good faith application of its laws relating to:

- a) bankruptcy, insolvency or the protection of the rights of creditors;
- b) criminal or penal offences; or
- c) ensuring compliance with orders or judgements in adjudicatory proceedings;

provided that such measures and their application shall not be used as a means of avoiding the Contracting Party's commitments or obligations under this Agreement.

3. Vlagatelj, katerega naložbe so razlaščene, ima po pravu pogodbenice, ki je naložbo razlastila, pravico zahtevati, da sodni ali drug pristojni organ te pogodbenice nemudoma pregleda njegov primer in ovrednoti njegove naložbe v skladu z načeli, določenimi v tem členu.

6. člen

Nadomestilo za izgube

1. Vlagateljem ene pogodbenice, pri naložbah katerih so nastale izgube zaradi vojne ali drugih oboroženih spopadov, revolucije, narodne vstaje, izrednega stanja ali kakega podobnega dogodka na ozemlju druge pogodbenice, ta druga pogodbenica zagotovi glede ukrepov, ki jih sprejme v zvezi s takimi izgubami, vključno z nadomestilom, odškodnino in vzpostavitevijo prejšnjega stanja, obravnavo, ki ni manj ugodna od tiste, ki jo zagotavlja svojim vlagateljem ali vlagateljem katere koli tretje države, kar je za vlagatelja ugodnejše.

2. Vlagatelju pogodbenice, ki ima v katerem koli od primerov iz prvega odstavka izgubo, ki je nastala zaradi:

- a) zaplembe njegove naložbe ali njenega dela, ki so jo izvedle sile ali organi druge pogodbenice, ali
- b) uničenja njegove naložbe ali njenega dela, ki so ga povzročile sile ali organi druge pogodbenice,

druga pogodbenica v vsakem primeru zagotovi vzpostavitev prejšnjega stanja ali nadomestilo, ki je v obeh primerih takojšnje, ustrezno in učinkovito, nadomestilo pa je v skladu z drugim in tretjim odstavkom 5. člena.

7. člen

Prenosi

1. Vsaka pogodbenica jamči vlagateljem druge pogodbenice prost prenos sredstev v zvezi z njihovimi naložbami na svoje ozemlje in z njega ter zlasti, vendar ne izključno:

- a) začetnega kapitala in dodatnih prispevkov za vzdrževanje ali razvoj naložb;
- b) dohodka;
- c) plačil po pogodbah, vključno s posojilnimi pogodbami;
- d) izkupička od celotne ali delne prodaje ali likvidacije naložbe;
- e) kakršnega koli nadomestila ali drugega plačila iz 5. in 6. člena tega sporazuma;
- f) plačil, ki izhajajo iz rešitve spora;
- g) zaslužkov ali drugih prejemkov državljanov druge pogodbenice, zaposlenih v zvezi z naložbo.

2. Prenosi po tem členu se opravijo brez omejitev ali odlašanja po tržnem menjalnem tečaju, ki velja na datum prenosa, in v prosto zamenljivi valuti.

3. Če ni trga tujega denarja, se za tečaj uporabi zadnji menjalni tečaj za menjavo valut v posebne pravice črpanja.

4. Ne glede na prvi, drugi in tretji odstavek lahko pogodbenica prepreči prenos s pravično, nediskriminacijsko in dobronamerno uporabo svoje zakonodaje, ki se nanaša na:

- a) stečaj, plačilno nesposobnost ali varstvo pravic upnikov,
- b) kazniva dejanja ali
- c) zagotavljanje spoštovanja odredb ali sodb v sodnih postopkih,

pod pogojem, da taki ukrepi in njihova uveljavitev niso sredstvo za izogibanje zavezam ali obveznostim pogodbenice po tem sporazumu.

Article 8
Subrogation

If a Contracting Party or its designated agency makes a payment to its investor under an indemnity, guarantee or contract of insurance given in respect of an investment in the territory of the other Contracting Party, the latter Contracting Party shall recognise the assignment to the former Contracting Party or its designated agency of all rights and claims of the investor and the right of the former Contracting Party or its designated agency to exercise by virtue of subrogation any such right and claim to the same extent as its predecessor in title.

Article 9
Other Obligations

Each Contracting Party shall observe any obligation it may have entered into with regard to specific investments by investors of the other Contracting Party.

Article 10
Settlement of Disputes between a Contracting Party and an investor of the other Contracting Party

1. Any dispute which may arise between one Contracting Party and an investor of the other Contracting Party concerning an alleged breach of an obligation of the former under this Agreement which causes loss or damage to the investor or its investment shall be settled amicably through negotiations.

2. If such a dispute cannot be settled within a period of three (3) months from the date of request for settlement, the investor concerned may submit the dispute to:

- a) the competent court or administrative tribunal of the Contracting Party; or
- b) conciliation or arbitration established under:
 - i) the arbitration rules of the United Nations Commission on International Trade Law (UNCITRAL); or
 - ii) the rules of arbitration of the International Chamber of Commerce (ICC); or
 - iii) the rules of the International Centre for the Settlement of Investment Disputes (ICSID), established under the Convention on the Settlement of Investment Disputes between States and Nationals of other States (the "ICSID Convention"), opened for signature in Washington, D.C., on March 18, 1965, under the rules governing the Additional Facility for the Administration of Proceedings by the Secretariat of the Centre, if either of the Contracting Parties is a party to the ICSID Convention; or
 - c) any other form of arbitration agreed upon by the parties to the dispute.

3. Each Contracting Party hereby consents unconditionally to the submission of an investment dispute to international conciliation or arbitration. This consent implies the renunciation of the requirement that the internal administrative or judicial remedies should be exhausted.

4. A Contracting Party shall not assert as a defence, counter-claim, right of set-off or for any other reason, that indemnification or other compensation for all or part of the alleged damages has been received or will be received in terms of Article 8 of this Agreement.

5. Issues in dispute under Article 9 shall be decided, in the absence of any other agreement, in accordance with the law of the Contracting Party, party to the dispute, including its rules on the conflict of laws, the law governing the contract agreed to between the Contracting Party and the investor of the other Contracting Party, and such rules of international law as may be applicable.

6. The award shall be final and binding on both parties to the dispute. Each Contracting Party shall ensure prompt and effective recognition and enforcement of awards made pursuant to this Article.

8. člen
Subrogacija

Če pogodbenica ali agencija, ki jo ta določi, opravi plačilo svojemu vlagatelju na podlagi danega jamstva, garancije ali pogodbe o zavarovanju v zvezi z naložbo na ozemlju druge pogodbenice, ta druga pogodbenica prizna prenos vseh pravic in zahtevkov vlagatelja na prvo pogodbenico ali na agencijo, ki jo ta določi, in pravico prve pogodbenice ali agencije, ki jo ta določi, da na podlagi subrogacije uresničuje katero koli tako pravico ali zahtevek v enakem obsegu kot njen pravni predhodnik.

9. člen
Druge obveznosti

Vsaka pogodbenica spoštuje katero koli obveznost, ki jo je prevzela glede določenih naložb vlagateljev druge pogodbenice.

10. člen
Reševanje sporov med pogodbenico in vlagateljem druge pogodbenice

1. Kakršen koli spor, ki lahko nastane med pogodbenico in vlagateljem druge pogodbenice v zvezi z domnevno kršitvijo obveznosti prve po tem sporazumu in povzroči vlagatelju ali njegovi naložbi izgubo ali škodo, se rešuje po mirni poti s pogajanjem.

2. Če takega spora ni mogoče rešiti v treh (3) mesecih po datumu zahteve za rešitev, lahko prizadeti vlagatelj spor predloži:

- a) pristojnemu sodišču ali upravnemu sodišču pogodbenice ali
- b) v spravo ali arbitražo, ustanovljeno po:
 - i) arbitražnih pravilih Komisije Združenih narodov za mednarodno trgovinsko pravo (UNCITRAL) ali
 - ii) pravilih arbitraže Mednarodne trgovinske zbornice (ICC) ali
 - iii) pravilih Mednarodnega centra za reševanje investicijskih sporov (ICSID), ustanovljenega na podlagi Konvencije o reševanju investicijskih sporov med državami in državljani drugih držav (konvencija ICSID), ki je bila dana na voljo za podpis v Washingtonu D.C. 18. marca 1965, po pravilih, ki urejajo Dodatni dogovor za vodenje postopkov s strani Sekretariata Centra, če je ena ali druga pogodbenica tudi pogodbenica konvencije ICSID, ali
 - c) kateri koli drugi obliki arbitraže, za katero se dogovorita stranki v sporu.

3. Vsaka pogodbenica brezpogojno soglaša s predložitvijo investicijskega spora mednarodni spravi ali arbitraži. To soglasje vključuje odpoved zahtevi, da je treba prej izčrpati notranja upravna ali sodna pravna sredstva.

4. Pogodbenica ne uveljavlja kot obrambo, protizahtevek, pravico do pobota ali iz katerega koli drugega razloga tega, da je bila ali bo prejeta po določilih 8. člena tega sporazuma odškodnina ali drugo nadomestilo za vso domnevno škodo ali njen del.

5. Če ni drugačnega dogovora, se o spornih zadevah po 9. členu odloči v skladu s pravom pogodbenice, ki je stranka v sporu, vključno z njenimi kolizijskimi pravili, pravom, ki ureja pogodbo med pogodbenico in vlagateljem druge pogodbenice, in ustreznimi pravili mednarodnega prava.

6. Arbitražna odločba je dokončna in zavezujoča za stranki v sporu. Vsaka pogodbenica zagotovi takojšnje in učinkovito priznanje in izvršitev arbitražnih odločb, izdanih po tem členu.

Article 11

Settlement of Disputes between the Contracting Parties

1. Disputes between the Contracting Parties concerning the interpretation and application of this Agreement should, as far as possible, be settled amicably by negotiations through diplomatic channels.

2. If the Contracting Parties fail to reach a settlement within three (3) months after the beginning of negotiations, the dispute shall, upon the request of either Contracting Party, be submitted to an arbitral tribunal, in accordance with the provisions of this Article.

3. Such an arbitral tribunal shall be constituted for each individual case in the following way. Within two months of the receipt of the request for arbitration, each Contracting Party shall appoint one member of the tribunal. Those two members shall then select a national of a third State, with which both Contracting Parties maintain diplomatic relations, who on approval by the two Contracting Parties shall be appointed Chairman of the tribunal. The Chairman shall be appointed within three (3) months from the date of appointment of the other two members.

4. If within the periods specified in paragraph 3 of this Article the necessary appointments have not been made, either Contracting Party may, in the absence of any other agreement, invite the President of the International Court of Justice to make any necessary appointments. If the President is a national of either Contracting Party or is otherwise prevented from discharging the said function, the Vice-President shall be invited to make the necessary appointments. If the Vice-President is a national of either Contracting Party or is prevented from discharging the said function, the Member of the International Court of Justice next in seniority who is not a national of either Contracting Party shall be invited to make the necessary appointments.

5. The arbitral tribunal shall rule according to majority vote. The decisions of the tribunal shall be final and binding on both Contracting Parties.

6. Each Contracting Party shall be responsible for the costs of its own member and of its representation in the arbitral proceedings. Both Contracting Parties shall assume an equal share of the cost of the Chairman, as well as any other costs. The tribunal may make a different decision regarding costs.

7. In all other respects, the tribunal shall define its own rules of procedure, unless the parties decide otherwise.

Article 12

Application of other Rules

If the provisions of law of either Contracting Party or obligations under international law existing at present or established hereafter between the Contracting Parties in addition to this Agreement contain a regulation, whether general or specific, entitling investments made by investors of the other Contracting Party to a treatment more favourable than is provided for by this Agreement, such provisions shall, to the extent that they are more favourable, prevail over this Agreement.

Article 13

Application of the Agreement

This Agreement shall apply to all investments made by investors from one Contracting Party in the territory of the other Contracting Party in accordance with its laws and regulations existing at or made after its entry into force. This Agreement shall not apply to disputes that have arisen before its entry into force.

Article 14

Consultations

Each Contracting Party may propose to hold, whenever necessary, consultations on any matter affecting the implementation of this Agreement. These consultations shall be held at a place and a time to be agreed upon through diplomatic channels.

11. člen

Reševanje sporov med pogodbenicama

1. Spori med pogodbenicama v zvezi z razlago in uporabo tega sporazuma se, kolikor je mogoče, rešujejo mirno s pogajanjem po diplomatski poti.

2. Če pogodbenici spora ne rešita v treh (3) mesecih od začetka pogajanj, se spor na zahtevo ene ali druge pogodbenice predloži arbitražnemu sodišču v skladu z določbami tega člena.

3. Tako arbitražno sodišče se ustanovi za vsak posamezen primer na naslednji način. V dveh mesecih od prejema zahtevka za arbitražo imenuje vsaka pogodbenica enega člana sodišča. Ta dva člana nato izbereta državljana tretje države, s katero imata obe pogodbenici diplomatske odnose, ki se po odobritvi pogodbenic imenuje za predsednika sodišča. Predsednika se imenuje v treh (3) mesecih od datuma, ko sta bila imenovana druga dva člana.

4. Če potrebna imenovanja niso bila opravljena v rokih, določenih v tretjem odstavku tega člena, lahko ena ali druga pogodbenica, če ni dogovorjeno drugače, zaprosi predsednika Meddržavnega sodišča, da opravi potrebna imenovanja. Če je predsednik državljan ene ali druge pogodbenice ali drugače ne more opraviti te naloge, se zaprosi podpredsednik, da opravi potrebna imenovanja. Če je podpredsednik državljan ene ali druge pogodbenice ali ne more opraviti te naloge, se zaprosi po funkciji naslednji najstarejši član Meddržavnega sodišča, ki ni državljan ene ali druge pogodbenice, da opravi potrebna imenovanja.

5. Arbitražno sodišče odloča z večino glasov. Odločitve arbitražnega sodišča so za pogodbenici dokončne in zavezujoče.

6. Vsaka pogodbenica krije stroške svojega člana in svojega zastopstva v arbitražnem postopku. Pogodbenici prevzmeta stroške za predsednika in druge stroške v enakih delih. Glede stroškov lahko arbitražno sodišče odloči tudi drugače.

7. Glede vseh drugih zadev arbitražno sodišče samo določi svoj poslovnik, če se stranki ne odločita drugače.

12. člen

Uporaba drugih pravil

Če bi zakonske določbe ene ali druge pogodbenice ali obstoječe ali prihodnje obveznosti pogodbenic po mednarodnem pravu poleg tega sporazuma vsebovale splošna ali posebna pravila, ki bi naložbam vlagateljev druge pogodbenice zagotavljala ugodnejšo obravnavo, kot jo predvideva ta sporazum, take določbe, kolikor so ugodnejše, prevladajo nad tem sporazumom.

13. člen

Uporaba sporazuma

Ta sporazum se uporablja za vse naložbe vlagateljev iz ene pogodbenice na ozemlju druge pogodbenice v skladu z njenimi zakoni in predpisi, ki so obstajale ob začetku njegove veljavnosti ali so bile izvedene po njem. Ta sporazum se ne uporablja za spore, ki so nastali pred začetkom njegove veljavnosti.

14. člen

Posvetovanja

Vsaka pogodbenica lahko po potrebi predlaga posvetovanja o kateri koli zadevi, ki vpliva na izvajanje tega sporazuma. O kraju in času teh posvetovanj se dogovori po diplomatski poti.

Article 15

Entry into force and Duration

1. This Agreement shall enter into force on the first day after the day of the receipt of the last diplomatic note confirming that the Contracting Parties have complied with the conditions provided for by national legislation for the entry into force of the present Agreement.

2. This Agreement shall remain in force for a period of ten (10) years and shall be considered as renewed on the same terms for a period of ten (10) years and so forth, unless twelve (12) months before its expiration either Contracting Party notifies the other in writing of its intention to terminate the Agreement.

3. In respect of investments made prior to the date of termination of this Agreement the provisions of Articles 1 to 14 shall remain in force for a further period of ten (10) years from the date of termination of this Agreement.

IN WITNESS WHEREOF, the undersigned representatives, duly authorised thereto, have signed the present Agreement.

Done in duplicate at Ljubljana on 15 March 2001 in the English language.

For the Government of
the Republic of Slovenia:
dr. Tea Petrin, (s)

For the Government of
Malta:
dr. Louis Galea, (s)

PROTOCOL

At the signing of the Agreement between the Government of the Republic of Slovenia and the Government of Malta on the Mutual Promotion and Protection of Investments, the authorised representatives agreed also on the following provision which is considered as part of the Agreement:

Ad Article 1, para. 1c

Investors referred to in Article 1 paragraph 1c may not raise a claim based on this Agreement if in respect of the same matter the provisions of another investment protection agreement have been invoked.

IN WITNESS WHEREOF, the undersigned representatives, duly authorised thereto, have signed this Protocol.

DONE in duplicate at Ljubljana on 15 March 2001 in the English language.

For the Government of
the Republic of Slovenia:
dr. Tea Petrin, (s)

For the Government of
Malta:
dr. Louis Galea, (s)

3. člen

Za izvajanje sporazuma s protokolom skrbi Ministrstvo za gospodarstvo.

4. člen

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

Št. 410-01/01-34/1

Ljubljana, dne 3. oktobra 2001

15. člen

Začetek veljavnosti in trajanje

1. Sporazum začne veljati prvi dan po dnevu prejema zadnje diplomatske note, ki potrjuje, da sta pogodbenici izpolnili notranjepravne pogoje za začetek veljavnosti tega sporazuma.

2. Sporazum velja za obdobje desetih (10) let in se šteje, da je podaljšan pod enakimi pogoji še za deset (10) let in tako naprej, razen če ena ali druga pogodbenica dvanajst (12) mesecev pred iztekom njegove veljavnosti pisno obvesti drugo pogodbenico o svoji nameri, da odpove sporazum.

3. Za naložbe, ki so bile izvedene pred datumom prenehanja veljavnosti sporazuma, veljajo določbe od 1. do 14. člena še za nadaljnje obdobje desetih (10) let od datuma prenehanja veljavnosti tega sporazuma.

V DOKAZ TEGA sta za to pravilno pooblaščenca predstavnikoma podpisala ta sporazum.

Sestavljeno v dveh izvodih v Ljubljani, dne 15. marca 2001, v angleškem jeziku.

Za Vlado
Republike Slovenije:
dr. Tea Petrin l. r.

Za Vlado
Malte:
dr. Louis Galea l. r.

PROKOL

Ob podpisu Sporazuma med Vlado Republike Slovenije in Vlado Malte o medsebojnem spodbujanju in zaščiti naložb sta se pooblaščenca predstavnikoma sporazumela tudi o naslednji določbi, ki je sestavni del sporazuma:

K točki c) prvega odstavka 1. člena

Vlagatelji iz točke c) prvega odstavka 1. člena ne smejo vložiti zahtevka na podlagi tega sporazuma, če so bile za isto zadevo že uporabljene določbe kakega drugega sporazuma o zaščiti naložb.

V DOKAZ TEGA sta za to pravilno pooblaščenca predstavnikoma podpisala ta protokol.

Sestavljeno v dveh izvodih v Ljubljani, dne 15. marca 2001, v angleškem jeziku.

Za Vlado
Republike Slovenije:
dr. Tea Petrin l. r.

Za Vlado
Malte:
dr. Louis Galea l. r.

Predsednik
Državnega zbora
Republike Slovenije
Borut Pahor l. r.

54. Zakon o ratifikaciji Sporazuma med Vlado Republike Slovenije in Vlado Kraljevine Danske o spodbujanju in medsebojni zaščiti naložb (BDKSZN)

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 KRALJEVINE DANSKE O SPODBUJANJU IN MEDSEBOJNI ZAŠČITI NALOŽB (BDKSZN)**

Razglašam Zakon o ratifikaciji Sporazuma med Vlado Republike Slovenije in Vlado Kraljevine Danske o spodbujanju in medsebojni zaščiti naložb (BDKSZN), ki ga je sprejel Državni zbor Republike Slovenije na seji 3. oktobra 2001.

Št. 001-22-113/01
Ljubljana, 11. oktobra 2001

Predsednik
Republike Slovenije
Milan Kučan l. r.

Z A K O N**O RATIFIKACIJI SPORAZUMA MED VLADO REPUBLIKE SLOVENIJE IN VLADO KRALJEVINE DANSKE O SPODBUJANJU IN MEDSEBOJNI ZAŠČITI NALOŽB (BDKSZN)**

1. člen

Ratificira se Sporazum med Vlado Republike Slovenije in Vlado Kraljevine Danske o spodbujanju in medsebojni zaščiti naložb, podpisan v Ljubljani 11. maja 1999.

2. člen

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

**S P O R A Z U M
MED VLADO REPUBLIKE SLOVENIJE
IN VLADO KRALJEVINE DANSKE
O SPODBUJANJU
IN MEDSEBOJNI ZAŠČITI NALOŽB**

**A G R E E M E N T
BETWEEN THE GOVERNMENT OF
THE REPUBLIC OF SLOVENIA
AND THE GOVERNMENT OF
THE KINGDOM OF DENMARK
CONCERNING THE PROMOTION AND
RECIPROCAL PROTECTION OF INVESTMENTS**

Uvod

Vlada Republike Slovenije in Vlada Kraljevine Danske, v nadaljevanju pogodbenici, sta se

v želji, da ustvarita ugodne razmere za naložbe v obeh državah in da okrepiata sodelovanje med zasebnimi podjetji v obeh državah z namenom, da bi spodbudili ustvarjalno uporabo sredstev,

ob spoznanju, da bo pošteno in pravično obravnavanje naložb na vzajemni podlagi sledilo temu cilju, sporazumeli, kot sledi:

1. člen

Opredelitev pojmov

Za namen tega sporazuma:

(1) Izraz "naložba" pomeni vsako vrsto premoženja, investiranega v skladu z zakoni in predpisi pogodbenice, na katere ozemlju je naložba izvedena, in vključuje zlasti, vendar ne izključno:

Preamble

The Government of the Republic of Slovenia and the Government of the Kingdom of Denmark, hereinafter referred to as the Contracting Parties,

DESIRING to create favourable conditions for investments in both States and to intensify the co-operation between private enterprises in both States with a view to stimulating the productive use of resources,

RECOGNIZING that a fair and equitable treatment of investments on a reciprocal basis will serve this aim, HAVE AGREED as follows:

Article 1

Definition

For the purpose of this Agreement:

(1) The term "investment" means every kind of asset invested in accordance with the laws and regulations of the Contracting Party in which territory the investment is made, and shall include in particular, but not exclusively:

* Besedilo sporazuma v danskem jeziku je na vpogled v Sektorju za mednarodnopravne zadeve Ministrstva za zunanje zadeve Republike Slovenije.

(i) premožnine in nepremičnine kot tudi druge pravice, kot so najemne pravice, hipoteke, zasegi, zastave, garancije in druge podobne pravice,

(ii) deleže, delnice ali druge oblike udeležbe v družbi ali podjetju ali lastnino družbe ali podjetja ter obveznice in dolgove družbe ali podjetja,

(iii) reinvestirani dohodek, denarne terjatve ali zahtevki do pogodbenih storitev, ki imajo ekonomsko vrednost in so povezane z naložbo,

(iv) pravice industrijske in intelektualne lastnine, vključno z avtorskimi pravicami, patenti, imeni firm, tehnologijo, blagovnimi znamkami, vrednostjo na podlagi dobrega imena in slovesa, know-how in drugimi podobnimi pravicami,

(v) koncesije ali druge pravice, podeljene z zakonom ali s pogodbo, vključno s koncesijami za iskanje, črpanje ali izkoriščanje naravnih virov.

(2) Sprememba oblike, v kateri se premoženje investira, ne vpliva na njegovo naravo kot naložba pod pogojem, da je taka sprememba v skladu z zakoni in predpisi pogodbenice, na katere ozemlju je bila naložba izvedena.

(3) Izraz "dohodek" pomeni zneske, ki jih prinaša naložba, in vključuje zlasti, vendar ne izključno dobiček, obresti, kapitalski dobiček, dividende, licenčnine ali pristojbine.

(4) Izraz "vlagatelj" v zvezi z eno in drugo pogodbenico pomeni:

a) fizične osebe, ki so državljani ene ali druge pogodbenice ali ki imajo v eni ali drugi pogodbenici stalno prebivališče v skladu z njenimi zakoni;

b) kakršen koli subjekt, ustanovljen v skladu s pravom te pogodbenice in po njem priznan kot pravna oseba, kot so družbe, firme, združenja, razvojne finančne institucije, fundacije ali podobni subjekti, ne glede na to ali je njihova odgovornost omejena in ali so njihove dejavnosti usmerjene v dobiček ali ne.

(5) Izraz "ozemlje" ene ali druge pogodbenice pomeni ozemlje pod njeno suverenostjo kot tudi izključne ekonomske cone, nad katerimi pogodbenica v skladu z mednarodnim pravom izvaja suverene pravice ali jurisdikcijo.

Dohodek in v primeru reinvesticij zneski, ki jih reinvesticije prinašajo, so po določbah tega sporazuma deležni iste zaščite kot naložbe.

2. člen

Spodbujanje in zaščita naložb

(1) Vsaka pogodbenica v skladu s svojo zakonodajo in administrativno prakso dopušča naložbe vlagateljev druge pogodbenice, vključno z ustanovitvijo predstavništev druge pogodbenice, in take naložbe tudi spodbuja.

(2) Naložbe vlagateljev ene pogodbenice vedno uživajo vso zaščito in varnost na ozemlju druge pogodbenice. Nobena pogodbenica vlagateljem druge pogodbenice ne sme na noben način škodovati pri upravljanju, vzdrževanju, uporabi, uživanju naložb ali razpolaganju z njimi na svojem ozemlju z nerazumnimi ali diskriminacijskimi ukrepi.

(3) Vsaka pogodbenica spoštuje kakršno koli obveznost, ki jo je prevzela v zvezi z naložbami vlagateljev druge pogodbenice.

3. člen

Obravnava naložb

(1) Vsaka pogodbenica na svojem ozemlju priznava naložbam vlagateljev druge pogodbenice pošteno in pravično

(i) movable and immovable property, as well as any other rights such as leases, mortgages, liens, pledges, guarantees and any other similar rights,

(ii) shares, stock or other forms of participation in or ownership of a company or business enterprise and bonds and debt of a company or business enterprise,

(iii) returns reinvested, claims to money and claims to performance pursuant to contract having an economic value and associated with an investment,

(iv) industrial and intellectual property rights, including copyrights, patents, trade names, technology, trademarks, goodwill, know-how and any other similar rights,

(v) concessions or other rights conferred by law or under contract, including concessions to search for, extract or exploit natural resources.

(2) A change in the form in which assets are invested, does not affect their character as investments, provided that such change is in accordance with the laws and regulations of the Contracting Party in which territory the investment has been made.

(3) The term "returns" means the amounts yielded by an investment and includes in particular, though not exclusively, profit, interest, capital gains, dividends, royalties or fees.

(4) The term "investor" means with regard to each Contracting Party:

(a) Natural persons having the citizenship or nationality of, or who are permanently residing in each Contracting Party in accordance with its laws.

(b) Any entity established in accordance with, and recognized as a legal person by the law of that Contracting Party, such as companies, firms, associations, development finance institutions, foundations or similar entities irrespective of whether their liabilities are limited and whether or not their activities are directed at profit.

(5) The term "territory" means in respect of each Contracting Party the territory under its sovereignty as well as the exclusive economic zones over which the Contracting Party exercises, in conformity with international law, sovereign rights or jurisdiction.

Returns, and in case of reinvestment amounts yielded from the reinvestment, shall be given the same protection as the investment in accordance with the provisions of this Agreement.

Article 2

Promotion and Protection of Investments

(1) Each Contracting Party shall admit investments by investors of the other Contracting Party, including the establishment of representative offices, in accordance with its legislation and administrative practice and encourage such investments.

(2) Investments of investors of each Contracting Party shall at all times enjoy full protection and security in the territory of the other Contracting Party. Neither Contracting Party shall in any way impair by unreasonable or discriminatory measures the management, maintenance, use, enjoyment or disposal of investments in its territory of investors of the other Contracting Party.

(3) Each Contracting Party shall observe any obligation it may have entered into with regard to investments of investors of the other Contracting Party.

Article 3

Treatment of Investments

(1) Each Contracting Party shall in its territory accord to investments made by investors of the other Contracting

obravnavo, ki v nobenem primeru ni manj ugodna od tiste, ki jo priznava lastnim vlagateljem ali vlagateljem katere koli tretje države, kar je pač ugodnejše za vlagatelja.

(2) Vsaka pogodbenica vlagateljem ene pogodbenice glede upravljanja, vzdrževanja, uporabe, uživanja naložb ali razpolaganja z njimi priznava pošteno in pravično obravnavo, ki v nobenem primeru ni manj ugodna od tiste, ki jo ta pogodbenica priznava lastnim vlagateljem ali vlagateljem katere koli tretje države, kar je pač ugodnejše za vlagatelja.

4. člen Izjeme

Določbe tega sporazuma glede priznavanja obravnave, ki ni manj ugodna od tiste, ki se priznava vlagateljem ene ali druge pogodbenice ali katere koli tretje države, se ne razlagajo, kot da obvezujejo eno pogodbenico, da zagotovi vlagateljem druge pogodbenice obravnavo, ugodnosti ali privilegije na podlagi:

- a) članstva v kateri koli obstoječi ali prihodnji regionalni organizaciji za gospodarsko povezovanje ali v carinski uniji, katere članica je ena od pogodbenic ali to utegne postati, ali
- b) kakršnega koli mednarodnega sporazuma ali dogovora, ki se v celoti ali v glavnem nanaša na obdavčenje.

5. člen Razlastitev in nadomestilo

(1) Naložbe vlagateljev ene ali druge pogodbenice se na ozemlju druge pogodbenice ne smejo nacionalizirati, razlastiti ali se v zvezi z njimi sprejeti drugi ukrepi z enakim učinkom, kot ga ima nacionalizacija ali razlastitev (v nadaljevanju "razlastitev"), razen za razlastitve, izvedene v javnem interesu, na nediskriminacijski podlagi v skladu s pravilnim zakonskim postopkom in za takojšnje, ustrezno in učinkovito nadomestilo.

(2) Tako nadomestilo je v višini poštene tržne vrednosti razlašene naložbe tik pred razlastitvijo ali preden je nameravana razlastitev postala tako splošno znana, da je vplivala na vrednost naložbe (v nadaljevanju "datum vrednotenja").

(3) Ta poštena tržna vrednost se izračuna v prosto zamenljivi valuti na podlagi tržnega menjalnega tečaja, ki velja za to valuto na datum vrednotenja. Nadomestilo se plača brez odlašanja in vključuje obresti po komercialni obrestni meri, določeni na tržni podlagi od dneva razlastitve do dneva plačila.

(4) Oškodovani vlagatelj ima pravico po zakonu pogodbenice, ki je razlastitev izvedla, da sodni ali drug pristojen in neodvisen organ te pogodbenice takoj pregleda njegov primer, vrednotenje njegove naložbe in plačilo nadomestila v skladu z načeli, ki so določena v prvem odstavku tega člena.

(5) Kadar pogodbenica na svojem ozemlju razlasti premoženje družbe ali podjetja, ki je registrirano ali ustanovljeno po njenem pravu in v katerem imajo vlagatelji druge pogodbenice naložbo, vključno z delnicami, se uporabijo določbe tega člena, da se za te vlagatelje zagotovi takojšnje, ustrezno in učinkovito nadomestilo za kakršno koli oškodovanje ali zmanjšanje poštene tržne vrednosti te naložbe, kar je rezultat razlastitve.

6. člen Nadomestilo za izgube

(1) Vlagateljem ene pogodbenice, pri naložbah katerih so nastale izgube zaradi vojne ali drugega oboroženega

Party fair and equitable treatment which in no case shall be less favourable than that accorded to its own investors or to investors of any third State, whichever is the more favourable to the investor.

(2) Each Contracting Party shall in its territory accord investors of the other Contracting Party, as regards their management, maintenance, use, enjoyment or disposal of their investment, fair and equitable treatment which in no case shall be less favourable than that accorded to its own investors or to investors of any third State, whichever is the more favourable to the investor.

Article 4 Exceptions

The provisions of this Agreement relative to the granting of treatment not less favourable than that accorded to the investors of each Contracting Party or of any third State shall not be construed so as to oblige one Contracting Party to extend to the investors of the other Contracting Party the benefit of any treatment, preference or privilege resulting from:

- (a) membership of any existing or future Regional Economic Integration Organisation or customs union of which one of the Contracting Parties is or may become a party, or
- (b) any international agreement or arrangement relating wholly or mainly to taxation.

Article 5 Expropriation and Compensation

(1) Investments of investors of each Contracting Party shall not be nationalized, expropriated or subjected to measures having effect equivalent to nationalisation or expropriation (hereinafter referred to as "expropriation") in the territory of the other Contracting Party except for expropriations made in the public interest, on a basis of non-discrimination, carried out under due process of law, and against prompt, adequate and effective compensation.

(2) Such compensation shall amount to the fair market value of the investment expropriated immediately before the expropriation or impending expropriation became known in such a way as to affect the value of the investment (hereinafter referred to as the "valuation date").

(3) Such fair market value shall be calculated in a freely convertible currency on the basis of the market rate of exchange existing for that currency on the valuation date. Compensation shall be paid promptly and include interest at a commercial rate established on a market basis from the date of expropriation until the date of payment.

(4) The investor affected shall have a right to prompt review under the law of the Contracting Party making the expropriation, by a judicial or other competent and independent authority of that Contracting Party, of its case, of the valuation of its investment, and of the payment of compensation, in accordance with the principles set out in section 1 of this Article.

(5) When a Contracting Party expropriates the assets of a company or an enterprise in its territory, which is incorporated or constituted under its law, and in which investors of the other Contracting Party have an investment, including through shareholding, the provisions of this Article shall apply to ensure prompt, adequate and effective compensation for those investors for any impairment or diminishment of the fair market value of such investment resulting from the expropriation.

Article 6 Compensation for Losses

(1) Investors of one Contracting Party whose investments in the territory of the other Contracting Party suffer

spopada, revolucije, izrednega stanja v državi, upora, vstaje ali nemirov na ozemlju druge pogodbenice, ta druga pogodbenica priznava glede vzpostavitve v prejšnje stanje, odškodnine, nadomestila ali druge poravnave nič manj ugodno obravnavo, kot jo ta druga pogodbenica priznava svojim vlagateljem ali vlagateljem katere koli tretje države, kar je pač ugodnejše za vlagatelja.

(2) Brez škode za prvi odstavek tega člena je vlagatelju pogodbenice, ki je na ozemlju druge pogodbenice zaradi ene od okoliščin iz istega odstavka imel škodo, ki je nastala zaradi

(a) delne ali celotne zaplembe njegove naložbe, ki so jo izvedle sile ali oblasti te druge pogodbenice, ali

(b) uničenja njegove naložbe ali njenega dela, ki so jih povzročile sile ali oblasti te druge pogodbenice, ki pa ga nujnost okoliščine ni narekovala,

zagotovljena vzpostavitev v prejšnje stanje ali nadomestilo, ki je v enem ali drugem primeru takojšnje, ustrezno in učinkovito.

7. člen

Prenos kapitala in dohodka

(1) Vsaka pogodbenica vlagateljem druge pogodbenice dovoli prost prenos sredstev v zvezi z njihovimi naložbami na njenem ozemlju in še zlasti, vendar ne izključno:

(a) začetnega kapitala in kakršnega koli dodatnega kapitala za vzdrževanje in razvoj naložbe,

(b) investiranega kapitala ali izkupička od celotne ali delne prodaje ali likvidacije naložbe,

(c) obresti, dividend, dobička in drugega ustvarjenega dohodka,

(d) plačil, opravljenih za odplačilo kreditov za naložbe, in zapadlih obresti,

(e) plačil, ki izhajajo iz pravic, naštetih v točki (iv) prvega odstavka 1. člena tega sporazuma,

(f) neporabljenih zaslužkov in drugih prejemkov tujega osebeja, ki je bilo v zvezi z naložbo angažirano iz tujine,

(g) nadomestila, vrnitve v prejšnje stanje, odškodnine ali druge poravnave na podlagi 5. in 6. člena.

(2) Prenosi plačil iz prvega odstavka tega člena se opravijo brez odlašanja in v prosto zamenljivi valuti.

(3) Prenosi se opravijo po tržnem menjalnem tečaju, ki velja na dan prenosa za gotovinske posle v valuti prenosa. Če ni deviznega trga, se uporablja menjalni tečaj, ki je bil uporabljen pri najnovjših naložbah v državo.

8. člen

Subrogacija

Če ena pogodbenica ali od nje imenovana agencija opravi plačilo svojim vlagateljem na podlagi jamstva, danega v zvezi z naložbo na ozemlju druge pogodbenice, potem ta druga pogodbenica prizna:

(a) prenos vseh pravic ali terjatev vlagatelja na prvo pogodbenico ali od nje imenovano agencijo na podlagi zakona ali pravnega posla.

(b) da je prva pogodbenica ali od nje imenovana agencija na podlagi subrogacije upravičena uresničevati pravice in uveljavljati terjatve tega investitorja.

9. člen

Spori med pogodbenico in vlagateljem

(1) Vsak spor, ki lahko nastane med vlagateljem ene pogodbenice in drugo pogodbenico v zvezi z naložbo na ozemlju te druge pogodbenice se, kolikor je mogoče, rešuje po mirni poti.

losses owing to war or other armed conflict, revolution, a state of national emergency, revolt, insurrection, or riot in the territory of the latter Contracting Party, shall be accorded by the latter Contracting Party treatment, as regards restitution, indemnification, compensation or other settlement, no less favourable than that which the latter Contracting Party accords to its own investors or to investors of any third State, whichever is the more favourable to the investor.

(2) Without prejudice to section 1 of this Article, an investor of a Contracting Party who, in any of the situations referred to in that section, suffers a loss in the territory of another Contracting Party resulting from

(a) requisitioning of its investment or part thereof by the latter's forces or authorities, or

(b) destruction of its investment or part thereof by the latter's forces or authorities, which was not required by the necessity of the situation,

shall be accorded restitution or compensation which in either case shall be prompt, adequate and effective.

Article 7

Transfer of Capital and Returns

(1) Each Contracting Party shall with respect to investments in its territory by investors of the other Contracting Party allow the free transfer of funds related to their investments and includes in particular, though not exclusively:

(a) the initial capital and any additional capital for the maintenance and development of an investment;

(b) the invested capital or the proceeds from the sale or liquidation of all or any part of an investment;

(c) interests, dividends, profits and other returns realized;

(d) payments made for the reimbursement of the credits for investments, and interests due;

(e) payments derived from rights enumerated in Article 1, section 1, iv of this Agreement;

(f) unspent earnings and other remunerations of personnel engaged from abroad in connection with an investment;

(g) compensation, restitution, indemnification or other settlement pursuant to Articles 5 and 6.

(2) Transfers of payments under section 1 of this Article shall be effected without delay and in a freely convertible currency.

(3) Transfers shall be made at the market rate of exchange existing on the date of transfer with respect to spot transactions in the currency to be transferred. In the absence of a market for foreign exchange, the rate to be used will be the most recent exchange rate applied to inward investments.

Article 8

Subrogation

If one Contracting Party or its designated agency makes a payment to its own investors under a guarantee it has accorded in respect of an investment in the territory of the other Contracting Party, the latter Contracting Party shall recognize:

(a) the assignment, whether under the law or pursuant to a legal transaction, of any right or claim by the investor to the former Contracting Party or to its designated agency and

(b) that the former Contracting Party or its designated agency is entitled by virtue of subrogation to exercise the rights and enforce the claims of that investor.

Article 9

Disputes between a Contracting Party and an Investor

(1) Any disputes which may arise between an investor of one Contracting Party and the other Contracting Party in connection with an investment in the territory of that other Contracting Party shall, as far as possible, be settled amicably.

(2) Če tak spor med vlagateljem ene pogodbenice in drugo pogodbenico po treh mesecih še vedno traja, ima vlagatelj pravico, da predloži spor v reševanje bodisi:

(a) mednarodni arbitraži Mednarodnega centra za reševanje investicijskih sporov, ki je bil ustanovljen v skladu s Konvencijo o reševanju investicijskih sporov med državami in državljani drugih držav, ki je bila na voljo za podpis v Washingtonu D.C. 18. marca 1965 (Konvencija ICSID), ali

(b) razsodniku ali mednarodnemu ad hoc arbitražnemu sodišču, ustanovljenemu v skladu z Arbitražnimi pravili Komisije Združenih narodov za mednarodno trgovinsko pravo.

10. člen

Spori med pogodbenicama

(1) Če pride do spora med pogodbenicama v zvezi z razlago in uporabo tega sporazuma, ga pogodbenica, kolikor je to le mogoče, poskuša rešiti s pogajanjem.

(2) Če spora ni mogoče rešiti v treh mesecih od njegovega začetka, se spor na zahtevo ene ali druge pogodbenice predloži arbitražnemu sodišču.

(3) Tako arbitražno sodišče se ustanovi za vsak posamezen primer na naslednji način:

(a) V treh mesecih od prejema zahteve za arbitražo vsaka pogodbenica imenuje enega člana razsodišča. Ta dva člana nato izbereta državljana tretje države, ki se po odobritvi pogodbenic imenuje za predsednika razsodišča. Predsednik se imenuje v treh mesecih od dne, ko sta bila imenovana druga dva člana.

(b) Če potrebna imenovanja niso bila opravljena v navedenih rokih, lahko ena ali druga pogodbenica, če ni dogovorjeno drugače, povabi predsednika Meddržavnega sodišča, da opravi potrebna imenovanja. Če je predsednik sodišča državljan ene od pogodbenic ali iz kakršnega koli razloga ne more opraviti te naloge, se povabi podpredsednik sodišča, da opravi imenovanja. Če je podpredsednik sodišča državljan ene od pogodbenic ali iz kakršnega koli razloga tudi ne more opraviti te naloge, se povabi po funkciji naslednji najstarejši član Meddržavnega sodišča, ki ni državljan ene od pogodbenic, da opravi potrebna imenovanja.

(c) Arbitražno sodišče uporablja določbe tega sporazuma, drugih sporazumov, sklenjenih med pogodbenicama, in postopkovna merila, ki se zahtevajo po mednarodnem pravu. Odloča z večino glasov. Arbitražno sodišče samo določi svoj poslovnik.

(d) Odločitve sodišča so dokončne in zavezujoče za obe pogodbenici v sporu.

(e) Vsaka pogodbenica krije stroške svojega člana razsodišča in svojih predstavnikov v arbitražnem postopku. Pogodbenici krijeta stroške za predsednika in vse preostale stroške v enakih delih.

11. člen

Posvetovanja

Vsaka pogodbenica lahko predlaga drugi pogodbenici, da se posvetujeta o kakršni koli zadevi, ki vpliva na uporabo tega sporazuma. Do posvetovanj pride na predlog ene ali druge pogodbenice v kraju in v času, o katerem se dogovorita po diplomatski poti.

12. člen

Uporaba tega sporazuma

Določbe tega sporazuma se uporabljajo za vse naložbe, ki jih vlagatelj ene pogodbenice izvedejo na ozemlju

(2) If such dispute between an investor of one Contracting Party and the other Contracting Party continues to exist after a period of three months, investor shall be entitled to submit the case either to:

(a) international arbitration of the International Centre for Settlement of Investment Disputes established pursuant to the Convention on the Settlement of Investment Disputes between States and Nationals of other States opened for signature at Washington D.C. on 18 March 1965 (ICSID Convention), or

(b) an arbitrator or international ad hoc arbitral tribunal established under the Arbitration Rules of the United Nations Commission on International Trade Law.

Article 10

Disputes between the Contracting Parties

(1) If any dispute arises between the Contracting Parties concerning the interpretation and application of this Agreement, the Contracting Party shall, as far as possible, try to settle any such dispute through negotiations.

(2) If such a dispute cannot be settled within three months from the beginning of the dispute, it shall, upon the request of either Contracting Party, be submitted to an arbitral tribunal.

(3) Such an arbitral tribunal shall be constituted for each individual case in the following way:

(a) Within three months of the receipt of the request for arbitration, each Contracting Party shall appoint one member of the tribunal. Those two members shall then select a national of a third State, who on approval by the Contracting Parties shall be appointed Chairman of the tribunal. The Chairman shall be appointed within three months from the date of appointment of the other two members.

(b) If within any of the periods specified the necessary appointments have not been made, either Contracting Party may, in the absence of any other agreement, invite the President of the International Court of Justice to make any necessary appointments. If the President is a national of either Contracting Party or if he is otherwise prevented from discharging the said function, the Vice-President shall be invited to make the necessary appointments. If the Vice-President is a national of either Contracting Party or if he, too, is prevented from discharging the said function, the Member of the International Court of Justice next in seniority who is not a national of either Contracting Party shall be invited to make the necessary appointments.

(c) The arbitral tribunal shall apply the provisions of this Agreement, other Agreements concluded between the Contracting Parties, and the procedural standards called for by international law. It shall reach its decision by a majority of votes. The arbitral tribunal determines its own procedure.

(d) The decisions of the tribunal are final and binding upon the Contracting Parties to the dispute.

(e) Each Contracting Party shall bear the cost of its own member of the tribunal and of its representation in the arbitral proceedings. The cost of the Chairman and the remaining costs shall be borne in equal parts by the Contracting Parties.

Article 11

Consultations

Each Contracting Party may propose to the other Contracting Party to consult on any matter affecting the application of this Agreement. These consultations shall be held on the proposal of one of the Contracting Parties at a place and at a time agreed upon through diplomatic channels.

Article 12

Applicability of this Agreement

The provisions of this Agreement shall apply to all investments made by investors of one Contracting Party in the

druge pogodbenice pred začetkom veljavnosti tega sporazuma ali po njem. Ne veljajo pa za razhajanja ali spore, nastale pred začetkom njegove veljavnosti.

13. člen

Spremembe in dopolnitve

Ob začetku veljavnosti tega sporazuma ali kadar koli po začetku veljavnosti se določbe tega sporazuma lahko spremenijo na način, o katerem se dogovorita pogodbenici. Te spremembe začnejo veljati, ko sta pogodbenici druga drugo obvestili, da so izpolnjene notranjepravne zahteve za začetek veljavnosti.

14. člen

Razširitev ozemlja

Ta sporazum ne velja za Ferske otoke in Grenlandijo. Uporaba določb tega sporazuma se lahko razširi na Ferske otoke in Grenlandijo, če se tako dogovorita pogodbenici z izmenjavo not.

15. člen

Začetek veljavnosti

Pogodbenici se pisno obvestita, da so izpolnjene notranjepravne zahteve za začetek veljavnosti tega sporazuma. Sporazum začne veljati trideset dni po datumu zadnjega uradnega obvestila.

16. člen

Trajanje in prenehanje

(1) Sporazum velja deset let. Po tem obdobju ostane še naprej v veljavi, dokler ena pogodbenica pisno ne obvesti druge pogodbenice o svoji nameri, da ga odpove. Obvestilo o odpovedi začne veljati eno leto po datumu uradnega obvestila.

(2) Za naložbe, izvedene pred datumom, ko začne veljati obvestilo o odpovedi tega sporazuma, ostanejo v veljavi določbe 1. do 12. člena še nadaljnjih deset let od tega datuma.

V dokaz tega sta spodaj podpisana predstavnika, ki sta ju za to pravilno pooblastili njihovi vladi, podpisala ta sporazum.

Sestavljeno v dveh izvodih v Ljubljani dne 11. maja 1999 v slovenskem, danskem in angleškem jeziku. Pri razlikah v razlagi prevlada angleško besedilo.

Za Vlado
Republike Slovenije
Vojka Ravbar l. r.

Za Vlado
Kraljevine Danske
Kjeld Juel Petersen l. r.

territory of the other Contracting Party prior to or after the entry into force of the Agreement. It shall, however, not be applicable to divergencies or disputes which have arisen prior to its entry into force.

Article 13

Amendments

At the time of entry into force of this Agreement or at any time thereafter the provisions of this Agreement may be amended in such manner as may be agreed between the Contracting Parties. Such amendments shall enter in force when the Contracting Parties have notified each other that the constitutional requirements for the entry into force have been fulfilled.

Article 14

Territorial Extension

This Agreement shall not apply to the Faroe Islands and Greenland.

The provisions of this Agreement may be extended to the Faroe Islands and Greenland as may be agreed between the Contracting Parties in an Exchange of Notes.

Article 15

Entry into Force

The Contracting Parties shall notify each other when the constitutional requirements for the entry into force of this Agreement have been fulfilled. The Agreement shall enter into force thirty days after the date of that last notification.

Article 16

Duration and Termination

(1) This Agreement shall remain in force for a period of ten years. It shall remain in force thereafter until either Contracting Party notifies in writing the other Contracting Party of its intention to terminate this Agreement. The notice of termination shall become effective one year after the date of notification.

(2) In respect of investments made prior to the date when the notice of termination of this Agreement becomes effective, the provisions of Articles 1 to 12 shall remain in force for a further period of ten years from that date.

In witness whereof the undersigned, duly authorized thereto by their respective Governments, have signed this Agreement.

Done in duplicate in Ljubljana on 11th May, 1999 in the Slovenian, Danish and English languages. In case of divergence of interpretation, the English text shall prevail.

For the Government of
the Republic of Slovenia
Vojka Ravbar, (s)

For the Government of
the Kingdom of Denmark
Kjeld Juel Petersen, (s)

3. člen

Za izvajanje sporazuma skrbi Ministrstvo za gospodarstvo.

4. člen

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

Št. 410-01/01-35/1

Ljubljana, dne 3. oktobra 2001

Predsednik
Državnega zbora
Republike Slovenije
Borut Pahor l. r.

55. Zakon o ratifikaciji Sporazuma med Republiko Slovenijo in Republiko Avstrijo o medsebojnem spodbujanju in zaščiti naložb (BATSZN)

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 REPUBLIKO SLOVENIJO IN REPUBLIKO AVSTRIJO O MEDSEBOJNEM SPODBUJANJU IN ZAŠČITI NALOŽB (BATSZN)**

Razgllašam Zakon o ratifikaciji Sporazuma med Republiko Slovenijo in Republiko Avstrijo o medsebojnem spodbujanju in zaščiti naložb (BATSZN), ki ga je sprejel Državni zbor Republike Slovenije na seji 3. oktobra 2001.

Št. 001-22-114/01
Ljubljana, 11. oktobra 2001

Predsednik
Republike Slovenije
Milan Kučan l. r.

Z A K O N**O RATIFIKACIJI SPORAZUMA MED REPUBLIKO SLOVENIJO IN REPUBLIKO AVSTRIJO O MEDSEBOJNEM SPODBUJANJU IN ZAŠČITI NALOŽB (BATSZN)**

1. člen

Ratificira se Sporazum med Republiko Slovenijo in Republiko Avstrijo o medsebojnem spodbujanju in zaščiti naložb, podpisan na Dunaju 7. marca 2001.

2. člen

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

S P O R A Z U M
MED REPUBLIKO SLOVENIJO
IN REPUBLIKO AVSTRIJO
O MEDSEBOJNEM SPODBUJANJU
IN ZAŠČITI NALOŽB

Republika Slovenija in Republika Avstrija, v nadaljevanju pogodbenici, sta se

v želji, da okrepiata gospodarsko sodelovanje med državama,

z namenom, da spodbudita in ustvarita ugodne razmere za naložbe vlagateljev ene pogodbenice na ozemlju druge pogodbenice na podlagi enakopravnosti in obojestranske koristi,

ob spoznanju, da bosta medsebojno spodbujanje in zaščita naložb na podlagi tega sporazuma spodbujala poslovne pobude,

ponovno potrjujoč svojo zavezanost spoštovanju mednarodno priznanih standardov dela, sporazumeli, kot sledi:

1. člen

Opredelitev pojmov

Za namen tega sporazuma:

1. Izraz "vlagatelj" pomeni:

a) fizične osebe, ki so državljani ene ali druge pogodbenice v skladu z njeno zakonodajo, in

A G R E E M E N T

BETWEEN THE REPUBLIC OF SLOVENIA
AND THE REPUBLIC OF AUSTRIA
ON THE MUTUAL PROMOTION AND
PROTECTION OF INVESTMENTS

The Republic of Slovenia and the Republic of Austria, hereinafter referred to as the "Contracting Parties",

Desiring to intensify the economic co-operation between the two States,

Intending to encourage and create favourable conditions for investments made by investors of one Contracting Party in the territory of the other Contracting Party on the basis of equality and mutual benefit,

Recognising that the mutual promotion and protection of investments on the basis of this Agreement will stimulate business initiative,

Reaffirming their commitment to the observance of internationally recognised labour standards,

Have agreed as follows:

Article 1

Definitions

For the purpose of this Agreement:

1. The term " investor" shall mean:

a) natural persons having the nationality of either Contracting Party, in accordance with its laws, and

* Besedilo sporazuma v nemškem jeziku je na vpogled v Sektorju za mednarodnopravne zadeve Ministrstva za zunanje zadeve Republike Slovenije.

b) pravne osebe, vključno s korporacijami, gospodarskimi in drugimi družbami, združenji, ali katere koli druge subjekte, ki so registrirani ali ustanovljeni v skladu z zakonodajo te pogodbenice,

ki izvajajo ali so izvedle naložbo na ozemlju druge pogodbenice.

2. Izraz "naložba vlagatelja pogodbenice" pomeni vsako vrsto premoženja na ozemlju ene pogodbenice, ki je neposredno ali posredno v lasti ali pod nadzorom vlagatelja druge pogodbenice, vključno:

a) s premičninami in nepremičninami ter katerimi koli drugimi stvarnimi pravicami, kot so hipoteka, zaseg, zastava in podobne pravice;

b) z deleži, delnicami in drugimi oblikami kapitalске udeležbe v družbi ter pravicami, ki iz njih izhajajo;

c) z obveznicami, zadolžnicami, posojili in drugimi oblikami dolga ter pravicami, ki iz njih izhajajo;

d) z denarnimi terjatvami ali katerimi koli storitvami, ki imajo ekonomsko vrednost in so povezane z naložbo;

e) s pravicami na področju intelektualne lastnine, tehnoloških procesov, dobrega imena ter know-howa;

f) s katero koli pravico, vključno s koncesijami za iskanje, raziskovanje in izkoriščanje naravnih virov, ki jih z zakonom ali upravnim aktom podeljuje pristojni državni organ ali ki se podelijo s pogodbo.

Kakršna koli sprememba oblike, v kateri se premoženje investira ali reinvestira, ne vpliva na njegovo naravo kot naložbo pod pogojem, da je taka sprememba v skladu z zakoni in predpisi pogodbenice, na katere ozemlju je bila naložba izvedena.

3. Izraz "dohodek" pomeni zneske, ki jih prinašajo naložbe, in vključuje zlasti, vendar ne izključno, dobiček, dividende, obresti, avtorske honorarje ali druge oblike dohodka, povezanega z naložbami, vključno z licenčninami in drugimi honorarji.

4. Izraz "ozemlje" pomeni za vsako pogodbenico ozemlje pod njeno suverenostjo, vključno z zračnim prostorom in morskimi območji, nad katerimi ta pogodbenica izvaja suverenost ali jurisdikcijo v skladu z notranjim in mednarodnim pravom.

5. Izraz "posredni nadzor" pomeni dejanski nadzor, ugotovljen po pregledu dejanskih okoliščin za vsak primer posebej. Pri katerem koli takem pregledu je treba upoštevati vse pomembne dejavnike, vključno z

a) vlagateljevim finančnim upravičenjem pri naložbi, vključno s kapitalsko udeležbo;

b) vlagateljevo zmožnostjo, da znatno vpliva na upravljanje in izvajanje naložbe, in

c) vlagateljevo zmožnostjo, da znatno vpliva na izbiro članov upravnega odbora ali katerega koli drugega organa upravljanja.

Če obstaja dvom, ali vlagatelj neposredno ali posredno nadzira določeno naložbo, nosi dokazno breme vlagatelj, ki trdi, da naložbo nadzoruje.

2. člen

Spodbujanje in zaščita naložb

1. Vsaka pogodbenica na svojem ozemlju spodbuja in pospešuje, kolikor je mogoče, naložbe vlagateljev druge pogodbenice in sprejema take naložbe na svoje ozemlje v skladu s svojimi zakoni in predpisi.

2. Vsaka pogodbenica naložbam vlagateljev druge pogodbenice trajno zagotavlja pošteno in pravično obravnavo.

b) legal persons, including corporations, commercial or other companies, associations, or any other entities which are incorporated or constituted in accordance with the law of that Contracting Party;

making or having made an investment in the other Contracting Party's territory.

2. The term "investment by an investor of a Contracting Party" shall mean every kind of asset in the territory of one Contracting Party, owned or controlled, directly or indirectly, by an investor of the other Contracting Party, including:

a) movable and immovable property as well as any other rights in rem, such as mortgages, liens, pledges and similar rights;

b) shares, stocks and other forms of equity participation in a company, and rights derived therefrom;

c) bonds, debentures, loans and other forms of debt, and rights derived therefrom;

d) claims to money or to any performance having an economic value and associated with an investment;

e) rights in the field of intellectual property, technical processes, goodwill and know-how;

f) any right, whether conferred by law or by an administrative act by a competent state authority or by contract, including concessions for prospecting, research and exploitation of natural resources.

Any alteration of the form in which assets are invested or reinvested shall not affect their character as investments, provided that such alteration is in accordance with the laws and regulations of the Contracting Party in whose territory the investment has been made.

3. The term "returns" shall mean the amounts yielded by investments and in particular, though not exclusively, shall include profits, dividends, interests, royalties or other forms of income related to the investments, including licence and other fees.

4. The term "territory" shall mean with respect to each Contracting Party the territory under its sovereignty, including air space and maritime areas, over which the Contracting Party concerned exercises its sovereignty or jurisdiction, in accordance with internal and international law.

5. The term "indirect control" shall mean control in fact, determined after examination of the actual circumstances in each situation. In any such examination, all relevant factors should be considered, including the investor's

a) financial interest, including equity interest, in the investment;

b) ability to exercise substantial influence over the management and operation of the investment; and

c) ability to exercise substantial influence over the selection of members of the board of directors or any other managing body.

Where there is doubt as to whether an investor controls, directly or indirectly, an investment, an investor claiming such control has the burden of proof that such control exists.

Article 2

Promotion and Protection of Investments

1. Each Contracting Party shall promote and encourage, as far as possible, within its territory investments by investors of the other Contracting Party and shall admit such investments into its territory in accordance with its laws and regulations.

2. Each Contracting Party shall accord at all times fair and equitable treatment to investments by investors of the other Contracting Party.

3. Naložbe vlagateljev ene ali druge pogodbenice so deležne popolne in trajne zaščite in varnosti na ozemlju druge pogodbenice. Pogodbenica na noben način ne sme z neupravičenimi, samovoljnimi ali diskriminacijskimi ukrepi na svojem ozemlju ovirati vlagateljv druge pogodbenice pri upravljanju, vzdrževanju, uporabi in uživanju naložb ali razpolaganju z njimi.

3. člen

Nacionalna obravnava in obravnava po načelu države z največjimi ugodnostmi

1. Vsaka pogodbenica zagotovi vlagateljem druge pogodbenice in njihovim naložbam obravnavo, ki ni manj ugodna od tiste, ki jo zagotavlja svojim vlagateljem in njihovim naložbam ali vlagateljem katere koli tretje države in njihovim naložbam glede upravljanja, obratovanja, vzdrževanja, uporabe, uživanja, prodaje in likvidacije naložbe, kar je za vlagatelja ugodnejše.

2. Določb tega člena ni mogoče razlagati tako, da obvezujejo eno pogodbenico, da podeli vlagateljem druge pogodbenice kakršno koli prednostno obravnavo, ugodnost ali privilegij na podlagi:

a) katerega koli članstva v prostotrgovinskem območju, carinski uniji, skupnem trgu, gospodarski skupnosti ali večstranskem sporazumu o naložbah;

b) katerega koli mednarodnega sporazuma ali katere koli notranje zakonodaje, ki se nanaša na obdavčenje.

4. člen

Preglednost

1. Vsaka pogodbenica nemudoma objavi ali kako drugače omogoči javno dostopnost do svojih zakonov, predpisov, postopkov in mednarodnih sporazumov, ki lahko vplivajo na izvajanje sporazuma.

2. Vsaka pogodbenica z naklonjenostjo obravnava določena vprašanja in na zahtevo drugi pogodbenici zagotovi informacije o zadevah iz prvega odstavka.

3. Pogodbenici ni treba priskrbeti informacij o določenih vlagateljih ali naložbah ali omogočiti dostopa do takih informacij, katerih razkritje bi oviralo uveljavitev zakonov ali bilo v nasprotju z njenimi zakoni in predpisi, ki varujejo zaupnost.

5. člen

Razlastitev in nadomestilo

1. Pogodbenica ne sme neposredno ali posredno razlastiti ali nacionalizirati naložbe vlagatelja druge pogodbenice ali sprejeti nobenih ukrepov z enakovrednim učinkom (v nadaljevanju razlastitev), razen:

a) za namen, ki je v javnem interesu,

b) na nediskriminacijski podlagi,

c) v skladu z zakonitim postopkom in

d) ob plačilu takojšnjega, ustreznega in učinkovitega nadomestila v skladu z drugim in tretjim odstavkom spodaj.

2. Nadomestilo iz prvega odstavka tega člena se izračuna na podlagi poštene tržne vrednosti naložbe tik pred razlastitvijo ali preden je nameravana razlastitev postala javno znana, kar je prej. Nadomestilo se plača v prosto zamenljivi valuti brez odlašanja in vključuje obresti po komercialni stopnji, določene na tržni podlagi za valuto plačila od dneva razlastitve do dneva plačila, ter je prosto prenosljivo in dejansko unovčljivo. Ob zamudi država gostiteljica krije izgubo zaradi menjalnega tečaja, ki izhaja iz take zamude.

3. Investments by investors of either Contracting Party shall enjoy full and constant protection and security in the territory of the other Contracting Party. Neither Contracting Party shall in any way impair by unreasonable, arbitrary or discriminatory measures the management, maintenance, use, enjoyment or disposal of investments in its territory by investors of the other Contracting Party.

Article 3

National and Most Favoured Nation Treatment

1. Each Contracting Party shall accord to investors of the other Contracting Party and to their investments treatment no less favourable than that it accords to its own investors and their investments or to investors of any third country and their investments with respect to the management, operation, maintenance, use, enjoyment, sale and liquidation of an investment, whichever is more favourable to the investor.

2. The provisions of this Article shall not be construed so as to oblige one Contracting Party to extend to the investors of the other Contracting Party the benefit of any treatment, preference or privilege by virtue of:

a) any membership in a free trade area, customs union, common market, economic community or any multilateral agreement on investment;

b) any international agreement or domestic legislation regarding taxation.

Article 4

Transparency

1. Each Contracting Party shall promptly publish, or otherwise make publicly available, its laws, regulations, procedures as well as international agreements which may affect the operation of the Agreement.

2. Each Contracting Party shall give sympathetic consideration to specific questions and provide, upon request, information to the other Contracting Party on matters referred to in paragraph 1.

3. No Contracting Party shall be required to furnish or allow access to information concerning particular investors or investments the disclosure of which would impede law enforcement or would be contrary to its laws and regulations protecting confidentiality.

Article 5

Expropriation and Compensation

1. A Contracting Party shall not expropriate or nationalise directly or indirectly an investment of an investor of the other Contracting Party or take any measures having equivalent effect (hereinafter referred to as expropriation) except:

a) for a purpose which is in the public interest,

b) on a non-discriminatory basis,

c) in accordance with due process of law, and

d) accompanied by payment of prompt, adequate and effective compensation in accordance with paragraphs 2 and 3 below.

2. The compensation referred to in paragraph 1 of this Article shall be computed on the basis of the fair market value of the investment immediately before the expropriation or impending expropriation became public knowledge, whichever is earlier. The compensation shall be paid in a freely convertible currency, without delay, and shall include interest at a commercial rate established on a market basis for the currency of payment from the date of expropriation to the date of payment and shall be freely transferable and effectively realisable. In case of delay any exchange rate loss arising from this delay shall be borne by the host country.

3. Vlagatelj, katerega naložbe so razlaščene, ima po zakonodaji pogodbenice, ki je naložbo razlastila, pravico zahtevati, da sodni ali drug pristojni organ te pogodbenice nemudoma pregleda njegov primer in vrednotenje njegovih naložb v skladu z načeli iz tega člena.

6. člen

Nadomestilo za izgube

1. Vlagateljem ene pogodbenice, pri naložbah katerih so nastale izgube zaradi vojne ali drugega oboroženega spopada, revolucije, narodne vstaje, izrednega stanja ali kakega podobnega dogodka ali višje sile na ozemlju druge pogodbenice, ta druga pogodbenica zagotovi glede ukrepov, ki jih sprejme v zvezi s takšnimi izgubami, vključno z nadomestilom, odškodnino ali vzpostavitevjo prejšnjega stanja, nič manj ugodno obravnavo kot svojim vlagateljem ali vlagateljem katere koli tretje države.

2. Vlagatelju pogodbenice, ki ima v katerem koli od primerov iz prvega odstavka izgubo, ki je nastala zaradi:

- a) zaplembe njegove naložbe ali njenega dela, ki so jo izvedle sile ali organi druge pogodbenice, ali
 - b) uničenja njegove naložbe ali njenega dela, ki so ga povzročile sile ali organi druge pogodbenice in ga niso narekemale,
- druga pogodbenica v vsakem primeru zagotovi vzpostavitev prejšnjega stanja ali nadomestilo, ki je v obih primerih takojšnje, ustrezno in učinkovito, nadomestilo pa je tudi v skladu z drugim in tretjim odstavkom 5. člena.

7. člen

Prenosi

1. Vsaka pogodbenica jamči vlagateljem druge pogodbenice prost prenos sredstev v zvezi z njihovimi naložbami na svoje ozemlje in z njega ter zlasti, vendar ne izključno:

- a) začetnega kapitala in dodatnih prispevkov za vzdrževanje ali razvoj naložb;
- b) dohodka;
- c) plačil po pogodbah, vključno s posojilnimi pogodbami;
- d) izkupička od celotne ali delne prodaje ali likvidacije naložbe;
- e) kakršnega koli nadomestila ali drugega plačila iz 5. in 6. člena tega sporazuma;
- f) plačil, ki izhajajo iz rešitve spora;
- g) zaslužkov in drugih prejemkov osebja iz tujine, zaposlenega v zvezi z naložbo.

2. Prenosi iz tega člena se opravijo brez omejitev ali odlašanja v prosto zamenljivi valuti po tržnem menjalnem tečaju, ki velja na datum prenosa.

3. Če ni trga tujega denarja, se za tečaj uporabi zadnji menjalni tečaj za menjavo valut v posebne pravice črpanja.

4. Ne glede na prvi, drugi in tretji odstavek lahko pogodbenica prepreči prenos s pravično, nediskriminacijsko in dobronamerno uporabo svoje zakonodaje, ki se nanaša na:

- a) stečaj, plačilno nesposobnost ali varstvo pravic upnikov;
- b) izdajanje vrednostnih papirjev, trgovanje ali poslovanje z njimi;
- c) kazniva dejanja ali
- d) zagotavljanje spoštovanja odredb ali sodb v sodnih postopkih,

3. The investor whose investments are expropriated, shall have the right under the law of the expropriating Contracting Party to prompt review by a judicial or other competent authority of that Contracting Party of its case and of the valuation of its investments in accordance with the principles set out in this Article.

Article 6

Compensation for Losses

1. Investors of one Contracting Party whose investments have suffered losses owing to war or other armed conflict, revolution, national uprising, state of emergency or any similar event, or force majeure, in the territory of the other Contracting Party shall be accorded by the latter Contracting Party treatment, as regards measures it adopts in relation to such losses, including compensation, indemnification and restitution, no less favourable than that which the latter Contracting Party accords to its own investors or investors of any third State.

2. An investor of a Contracting Party who in any of the events referred to in paragraph 1 suffers loss resulting from:

- a) requisitioning of its investment or part thereof by the forces or authorities of the other Contracting Party, or
 - b) destruction of its investment or part thereof by the forces or authorities of the other Contracting Party, which was not required by the necessity of the situation,
- shall in any case be accorded by the latter Contracting Party restitution or compensation which in either case shall be prompt, adequate and effective and, with respect to compensation, shall be in accordance with paragraphs 2 and 3 of Article 5.

Article 7

Transfers

1. Each Contracting Party shall guarantee investors of the other Contracting Party the free transfer into and out of its territory of funds related to their investments and in particular, though not exclusively:

- a) initial capital and additional contributions for the maintenance or development of the investments;
- b) returns;
- c) payments made under contracts including loan agreements;
- d) proceeds from the sale or liquidation of all or part of an investment;
- e) any compensation or other payment referred to in Articles 5 and 6 of this Agreement;
- f) payments arising out of the settlement of a dispute;
- g) earnings and other remuneration of personnel engaged from abroad in connection with the investment.

2. The transfers referred to in this Article shall be made without restriction or delay at the market rate of exchange applicable on the date of transfer and shall be made in a freely convertible currency.

3. In the absence of a market for foreign exchange, the rate to be used shall be the most recent exchange rate for conversion of currencies into Special Drawing Rights.

4. Notwithstanding paragraphs 1 to 3, a Contracting Party may prevent a transfer through the equitable, non-discriminatory and good faith application of its laws relating to:

- a) bankruptcy, insolvency or the protection of the rights of creditors;
- b) issuing, trading or dealing in securities;
- c) criminal or penal offences; or
- d) ensuring compliance with orders or judgements in adjudicatory proceedings;

pod pogojem, da se taki ukrepi in njihova uporaba ne uporabljajo kot sredstvo za izogibanje zavezam ali obveznostim pogodbenice po tem sporazumu.

8. člen

Subrogacija

Če pogodbenica ali agencija, ki jo ta določi, opravi plačilo svojemu vlagatelju na podlagi danega jamstva, garancije ali pogodbe o zavarovanju v zvezi z naložbo na ozemlju druge pogodbenice, ta druga pogodbenica prizna prenos vseh pravic in terjatev vlagatelja na prvo pogodbenico ali agencijo, ki jo ta določi, in pravico prve pogodbenice ali agencije, ki jo ta določi, da na podlagi subrogacije uresničuje katero koli tako pravico in terjatev v enakem obsegu kot njen pravni predhodnik.

9. člen

Druge obveznosti

Vsaka pogodbenica spoštuje katero koli obveznost, ki jo je prevzela glede določenih naložb vlagateljev druge pogodbenice.

10. člen

Odrekanje ugodnosti

Pogodbenica lahko vlagatelju druge pogodbenice in njegovim naložbam odreče ugodnosti po tem sporazumu, če imajo vlagatelji nepogodbenice v lasti ali pod nadzorom tega vlagatelja in ta vlagatelj nima pomembnejše poslovne dejavnosti na ozemlju pogodbenice, po katere zakonu je ustanovljen ali organiziran.

11. člen

Reševanje sporov med pogodbenico in vlagateljem druge pogodbenice

1. Kakršen koli spor, ki lahko nastane med pogodbenico in vlagateljem druge pogodbenice v zvezi z domnevno kršitvijo obveznosti prve po tem sporazumu in povzroči vlagatelju ali njegovi naložbi izgubo ali škodo, se rešuje po mirni poti s pogajanjem.

2. Če takega spora ni mogoče rešiti v treh (3) mesecih od datuma zahteve za rešitev, lahko prizadeti vlagatelj spor predloži:

- a) pristojnemu sodišču ali upravnemu sodišču pogodbenice;
- b) arbitražnemu sodišču, ki se ustanovi po:
 - i) Arbitražnih pravilih Komisije Združenih narodov za mednarodno trgovinsko pravo (UNCITRAL);
 - ii) pravilih arbitraže Mednarodne trgovinske zbornice (ICC);
 - iii) pravilih Mednarodnega centra za reševanje investicijskih sporov (ICSID), ustanovljenega na podlagi Konvencije o reševanju investicijskih sporov med državami in državljani drugih držav, ki je bila dana na voljo za podpis v Washingtonu D.C. 18. marca 1965;
- c) kateri koli drugi obliki reševanja sporov, za katero se dogovorita stranki v sporu.

3. Vsaka pogodbenica brezpogojno soglašala s predložitvijo investicijskega spora mednarodni spravi ali arbitraži. To soglasje vključuje odpoved zahtevi, da je treba izčrpati notranja upravna ali sodna pravna sredstva.

4. Vlagatelj se lahko odloči predložiti spor v reševanje v skladu s točko b) drugega odstavka, samo dokler o isti zahtevi ni bilo odločeno na prvi stopnji v postopku v skladu s točko a) drugega odstavka.

5. Pogodbenica ne uveljavlja kot obrambo, protizahtev, pravico do pobota ali iz katerega koli drugega razloga

provided that such measures and their application shall not be used as a means of avoiding the Contracting Party's commitments or obligations under this Agreement.

Article 8

Subrogation

If a Contracting Party or its designated agency makes a payment to its investor under an indemnity, guarantee or contract of insurance given in respect of an investment in the territory of the other Contracting Party, the latter Contracting Party shall recognise the assignment to the former Contracting Party or its designated agency of all rights and claims of the investor and the right of the former Contracting Party or its designated agency to exercise by virtue of subrogation any such right and claim to the same extent as its predecessor in title.

Article 9

Other Obligations

Each Contracting Party shall observe any obligation it may have entered into with regard to specific investments by investors of the other Contracting Party.

Article 10

Denial of Benefits

A Contracting Party may deny the benefits of this Agreement to an investor of the other Contracting Party and to its investments, if investors of a Non-Contracting Party own or control the first mentioned investor and that investor has no substantial business activity in the territory of the Contracting Party under whose law it is constituted or organised.

Article 11

Settlement of Disputes between a Contracting Party and an Investor of the other Contracting Party

1. Any dispute which may arise between one Contracting Party and an investor of the other Contracting Party concerning an alleged breach of an obligation of the former under this Agreement which causes loss or damage to the investor or its investment shall be settled amicably through negotiations.

2. If such a dispute cannot be settled within a period of three (3) months from the date of request for settlement, the investor concerned may submit the dispute to:

- a) the competent court or administrative tribunal of the Contracting Party;
- b) an arbitral tribunal established under:
 - i) the arbitration rules of the United Nations Commission on International Trade Law (UNCITRAL);
 - ii) the rules of arbitration of the International Chamber of Commerce (ICC);
 - iii) the rules of the International Centre for the Settlement of Investment Disputes (ICSID), established under the Convention on the Settlement of Investment Disputes between States and Nationals of other States, opened for signature in Washington, D.C., on March 18, 1965;
- c) any other form of dispute settlement agreed upon by the parties to the dispute.

3. Each Contracting Party hereby consents unconditionally to the submission of an investment dispute to international conciliation or arbitration. This consent implies the renunciation of the requirement that the internal administrative or judicial remedies should be exhausted.

4. The investor may choose to submit the dispute for resolution according to paragraph 2b only until there has been a decision concerning the same claim in the first instance in the proceedings according to paragraph 2a.

5. A Contracting Party shall not assert as a defence, counter-claim, right of set-off or for any other reason, that

tega, da je bila ali bo prejeta na podlagi jamstva, garancije ali pogodbe o zavarovanju odškodnina ali drugo nadomestilo za vso domnevno škodo ali njen del.

6. O zadevah v sporu po 9. členu se odloči, če ni drugače dogovorjeno, v skladu z zakonodajo pogodbenice, ki je stranka v sporu, vključno z njenimi kolizijskimi pravili, pravom, ki ureja dovoljenje ali pogodbo, ter ustreznimi pravili mednarodnega prava.

7. Arbitražna odločba je dokončna in zavezujoča za stranki v sporu. Vsaka pogodbenica zagotovi takojšnje in učinkovito priznanje in izvršitev arbitražnih odločb, izdanih na podlagi tega člena.

12. člen

Reševanje sporov med pogodbenicama

1. Spori med pogodbenicama v zvezi z razlago in uporabo tega sporazuma se, kolikor je mogoče, rešujejo mirno s pogajanjem po diplomatski poti.

2. Če pogodbenici spora ne rešita v treh (3) mesecih od začetka pogajanj, se spor na zahtevo ene ali druge pogodbenice predloži arbitražnemu sodišču v skladu z določbami tega člena.

3. Tako arbitražno sodišče se ustanovi za vsak posamezen primer na naslednji način. V dveh mesecih od prejema zahtevka za arbitražo imenuje vsaka pogodbenica enega člana arbitražnega sodišča. Ta dva člana nato izbereta državljana tretje države, s katero imata obe pogodbenici diplomatske odnose, ki se po odobritvi pogodbenic imenuje za predsednika arbitražnega sodišča. Predsednik se imenuje v treh (3) mesecih od datuma, ko sta bila imenovana druga dva člana.

4. Če potrebna imenovanja niso bila opravljena v rokih, določenih v tretjem odstavku tega člena, lahko ena ali druga pogodbenica, če ni dogovorjeno drugače, zaprosi predsednika Meddržavnega sodišča, da opravi potrebna imenovanja. Če je predsednik državljan ene ali druge pogodbenice ali če iz kakršnega koli drugega razloga ne more opraviti omenjene naloge, se zaprosi podpredsednik, da opravi potrebna imenovanja. Če je podpredsednik državljan ene ali druge pogodbenice ali če iz kakršnega koli drugega razloga ne more opraviti omenjene naloge, se zaprosi po funkciji naslednji najstarejši član Meddržavnega sodišča, ki ni državljan ene ali druge pogodbenice, da opravi potrebna imenovanja.

5. Arbitražno sodišče odloča z večino glasov. Odločitve arbitražnega sodišča so za pogodbenici dokončne in zavezujoče.

6. Vsaka pogodbenica krije stroške svojega člana in svojega zastopstva v arbitražnem postopku. Pogodbenici prevzmeta stroške za predsednika in druge stroške v enakih delih. Glede stroškov lahko arbitražno sodišče odloči drugače.

7. Glede vseh drugih zadev arbitražno sodišče samo določi svoj poslovnik, če pogodbenici ne določita drugače.

13. člen

Uporaba drugih pravil

Če bi zakonske določbe ene ali druge pogodbenice ali obstoječe ali prihodnje obveznosti pogodbenic po mednarodnem pravu poleg tega sporazuma vsebovale splošna ali posebna pravila, ki bi naložbam vlagateljev iz druge pogodbenice zagotavljala ugodnejšo obravnavo, kot jo predvideva ta sporazum, take določbe v obsegu, kolikor so ugodnejše, prevladajo nad tem sporazumom.

indemnification or other compensation for all or part of the alleged damages has been received or will be received pursuant to an indemnity, guarantee or insurance contract.

6. Issues in dispute under Article 9 shall be decided, absent other agreement, in accordance with the law of the Contracting Party, party to the dispute, including its rules on the conflict of laws, the law governing the authorisation or agreement and such rules of international law as may be applicable.

7. The award shall be final and binding on both parties to the dispute. Each Contracting Party shall ensure prompt and effective recognition and enforcement of awards made pursuant to this Article.

Article 12

Settlement of Disputes between the Contracting Parties

1. Disputes between the Contracting Parties concerning the interpretation and application of this Agreement should, as far as possible, be settled amicably by negotiations through diplomatic channels.

2. If the Contracting Parties fail to reach a settlement within three (3) months after the beginning of negotiations, the dispute shall, upon the request of either Contracting Party, be submitted to an arbitral tribunal, in accordance with the provisions of this Article.

3. Such an arbitral tribunal shall be constituted for each individual case in the following way. Within two months of the receipt of the request for arbitration, each Contracting Party shall appoint one member of the tribunal. Those two members shall then select a national of a third State, with which both Contracting Parties maintain diplomatic relations, who on approval by the two Contracting Parties shall be appointed Chairman of the tribunal. The Chairman shall be appointed within three (3) months from the date of appointment of the other two members.

4. If within the periods specified in paragraph 3 of this Article the necessary appointments have not been made, either Contracting Party may, in the absence of any other agreement, invite the President of the International Court of Justice to make any necessary appointments. If the President is a national of either Contracting Party or is otherwise prevented from discharging the said function, the Vice-President shall be invited to make the necessary appointments. If the Vice-President is a national of either Contracting Party or is prevented from discharging the said function, the Member of the International Court of Justice next in seniority who is not a national of either Contracting Party shall be invited to make the necessary appointments.

5. The arbitral tribunal shall rule according to majority vote. The decisions of the tribunal shall be final and binding on both Contracting Parties.

6. Each Contracting Party shall be responsible for the costs of its own member and of its representation in the arbitral proceedings. Both Contracting Parties shall assume an equal share of the cost of the Chairman, as well as any other costs. The tribunal may make a different decision regarding costs.

7. In all other respects, the tribunal shall define its own rules of procedure, unless the Contracting Parties decide otherwise.

Article 13

Application of other Rules

If the provisions of law of either Contracting Party or obligations under international law existing at present or established hereafter between the Contracting Parties in addition to this Agreement contain a regulation, whether general or specific, entitling investments made by investors of the other Contracting Party to a treatment more favourable than is provided for by this Agreement, such provisions shall, to the extent that they are more favourable, prevail over this Agreement.

14. člen

Uporaba sporazuma

Ta sporazum se uporablja za vse naložbe vlagateljev iz ene pogodbenice na ozemlju druge pogodbenice v skladu z njenimi zakoni in predpisi, ki so obstajale ob začetku njegove veljavnosti ali so bile izvedene po njem. Ta sporazum se ne uporablja za naložbe, glede katerih teče postopek za reševanje sporov po Sporazumu med Socialistično federativno republiko Jugoslavijo in Republiko Avstrijo o spodbujanju in varstvu tujih vlaganj, podpisanem 25. oktobra 1989, ki se zanje še naprej uporablja, dokler spor ni rešen.

15. člen

Posvetovanja

Vsaka pogodbenica lahko po potrebi predlaga posvetovanja o kateri koli zadevi, ki vpliva na izvajanje tega sporazuma. O kraju in času teh posvetovanj se dogovori po diplomatski poti.

16. člen

Začetek veljavnosti in trajanje

1. Sporazum začne veljati prvi dan tretjega meseca po dnevu prejema zadnje diplomatske note, ki potrjuje, da sta pogodbenici izpolnili pogoje, določene z notranjo zakonodajo, za začetek veljavnosti tega sporazuma.

2. Sporazum velja deset (10) let; podaljša se za nedoločen čas in ga lahko ena ali druga pogodbenica pisno odpove po diplomatski poti z dvanajstmesečnim odpovednim rokom.

3. Za naložbe, ki so bile izvedene pred datumom prenehanja veljavnosti tega sporazuma, veljajo določbe od 1. do 15. člena še za nadaljnje obdobje desetih (10) let po datumu prenehanja veljavnosti tega sporazuma.

4. Na datum, ko začne veljati ta sporazum, preneha veljati Sporazum med Socialistično federativno republiko Jugoslavijo in Republiko Avstrijo o spodbujanju in varstvu tujih vlaganj, podpisan 25. oktobra 1989, razen za naložbe, glede katerih teče postopek za reševanje sporov, kot to določa 14. člen tega sporazuma.

V DOKAZ TEGA sta za to pravilno pooblaščenca predstavnika podpisala ta sporazum.

Sestavljeno v dveh izvodih na Dunaju dne 7. marca 2001 v slovenskem, nemškem in angleškem jeziku, pri čemer so vsa besedila enako verodostojna. Pri razlikah v razlagi prevlada angleško besedilo.

Za Republiko Slovenijo:
dr. Dimitrij Rupel l. r.

Za Republiko Avstrijo:
dr. Benita Ferrero-Waldner l. r.

Article 14

Application of the Agreement

This Agreement shall apply to all investments made by investors from one Contracting Party in the territory of the other Contracting Party in accordance with its laws and regulations existing at or made after its entry into force. This Agreement shall not apply to the investments which are subject of a dispute settlement procedure under the Agreement between the Socialist Federal Republic of Yugoslavia and the Republic of Austria on the Promotion and Protection of Investments signed on 25 October 1989, which shall continue to apply to them until a settlement of the dispute is reached.

Article 15

Consultations

Each Contracting Party may propose to hold, whenever necessary, consultations on any matter affecting the implementation of this Agreement. These consultations shall be held at a place and a time to be agreed upon through diplomatic channels.

Article 16

Entry into force and Duration

1. This Agreement shall enter into force on the first day of the third month after the day of the receipt of the last diplomatic note confirming that the Contracting Parties have complied with the conditions provided for by national legislation for the entry into force of the present Agreement.

2. This Agreement shall remain in force for a period of ten (10) years; it shall be extended for an indefinite period and may be denounced in writing through diplomatic channels by either Contracting Party giving twelve months' notice.

3. In respect of investments made prior to the date of termination of this Agreement the provisions of Articles 1 to 15 shall remain in force for a further period of ten (10) years from the date of termination of this Agreement.

4. On the date of entry into force of the present Agreement, the Agreement between the Socialist Federal Republic of Yugoslavia and the Republic of Austria on the Promotion and Protection of Investments signed on 25 October 1989 shall be terminated, except for investments which are subject of a dispute settlement procedure as stipulated in Article 14 of the present Agreement.

IN WITNESS THEREOF, the undersigned representatives, duly authorised thereto, have signed the present Agreement.

Done in duplicate at Vienna on 7 March 2001 in the Slovene, German and English languages, all texts being equally authentic. In case of any divergence of interpretation, the English text shall prevail.

For the Republic of Slovenia:
dr. Dimitrij Rupel, (s)

For the Republic of Austria:
dr. Benita Ferrero Waldner, (s)

3. člen

Za izvajanje sporazuma skrbi Ministrstvo za gospodarstvo.

4. člen

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

Št. 410-01/01-36/1

Ljubljana, dne 3. oktobra 2001

Predsednik
Državnega zbora
Republike Slovenije
Borut Pahor l. r.

56. Zakon o ratifikaciji Dogovora med Upravo Republike Slovenije za jedrsko varnost in Državnim uradom za jedrsko varnost Češke republike za izmenjavo informacij (BCZJVI)

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 DOGOVORA MED UPRAVO REPUBLIKE SLOVENIJE ZA JEDRSKO VARNOST IN DRŽAVNIM URADOM ZA JEDRSKO VARNOST ČEŠKE REPUBLIKE ZA IZMENJAVO INFORMACIJ (BCZJVI)**

Razglašam Zakon o ratifikaciji Dogovora med Upravo Republike Slovenije za jedrsko varnost in Državnim uradom za jedrsko varnost Češke republike za izmenjavo informacij (BCZJVI), ki ga je sprejel Državni zbor Republike Slovenije na seji 3. oktobra 2001.

Št. 001-22-115/01
Ljubljana, 11. oktobra 2001

Predsednik
Republike Slovenije
Milan Kučan l. r.

Z A K O N**O RATIFIKACIJI DOGOVORA MED UPRAVO REPUBLIKE SLOVENIJE ZA JEDRSKO VARNOST IN DRŽAVNIM URADOM ZA JEDRSKO VARNOST ČEŠKE REPUBLIKE ZA IZMENJAVO INFORMACIJ (BCZJVI)**

1. člen

Ratificira se Dogovor med Upravo Republike Slovenije za jedrsko varnost in Državnim uradom za jedrsko varnost Češke republike za izmenjavo informacij, podpisan v Pragi 18. decembra 2000.

2. člen

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

D O G O V O R**med Upravo Republike Slovenije za jedrsko varnost in Državnim uradom za jedrsko varnost Češke republike za izmenjavo informacij**

Uprava Republike Slovenije za jedrsko varnost in Državni urad za jedrsko varnost Češke republike (v nadaljevanju pogodbenici) sta se v obojestranski želji po izmenjavi informacij, ki se nanašajo na jedrsko varnost in varstvo pred sevanji, dogovorila o naslednjem:

1. člen

1) Pogodbenici bosta skladno s svojimi ustreznimi pravnimi predpisi izmenjavali informacije, ki se nanašajo na vprašanja varnosti in so povezane z:

- a) nadzorom nad jedrsko varnostjo, varovanjem jedrskega materiala in ravnanjem z odpadki;
 - b) izbiro lokacije jedrskih naprav;
 - c) gradnjo jedrskih naprav;
 - d) obratovanjem jedrskih naprav;
 - e) prevzemanjem jedrskih naprav;
 - f) razgradnjo jedrskih naprav.
- 2) Zadeve, navedene v prejšnjem odstavku, vključujejo zlasti:

A R R A N G E M E N T**between the Slovenian Nuclear Safety Administration and the State Office for Nuclear Safety of the Czech Republic for the Exchange of Information**

The Slovenian Nuclear Safety Administration and the State Office for Nuclear Safety of the Czech Republic (hereinafter "the Parties"), having a mutual interest in exchange of information pertaining to nuclear safety and radiation protection, have agreed as follows:

Article 1

1. The Parties, in accordance with their relevant legal regulations, will exchange safety – related information, relating to:

- a) supervision of nuclear safety, safeguards and waste management;
- b) siting nuclear installations;
- c) construction of nuclear installations;
- d) operation of nuclear installations;
- e) commissioning nuclear installations;
- f) decommissioning nuclear installations.

2. The matters referred to in the preceding paragraph include in particular:

* Besedilo v češkem jeziku se nahaja v Sektorju za mednarodnopravne zadeve Ministrstva za zunanje zadeve Republike Slovenije.

a) pravne predpise, pravilnike, standarde, merila in smernice;

b) informacije s področja izdaje dovoljenj, nadzora, izvršbe;

c) informacije s področja načrtovanja in pripravljenosti ob izrednih razmerah;

d) tehnična poročila in varnostne ocene, ki jih pripravi ena od pogodbenic;

e) poročila o neizrednih, nesrečah in prekinitvah obratovanja ter o ukrepih, ki iz tega izhajajo;

f) informacije, ki se nanašajo na stike z javnostjo;

g) ustrezne izkušnje pri varovanju jedrskih elekترم ob upoštevanju potrebnih omejitev, ki so v nacionalnem interesu ene ali druge pogodbenice;

h) informacije, ki se nanašajo na skladiščenje in izpust radioaktivnih odpadkov ter ravnanje z njimi;

i) izobraževanje in preverjanje posebne poklicne usposobljenosti izbranega osebja.

2. člen

1) Vsaka pogodbenica si bo na primeren način, kadar bo možno in izvedljivo, prizadevala pomagati drugi pogodbenici, da bo pridobila informacije, ki se nanašajo na vprašanja varnosti, povezana z zadevami, navedenimi v 1. členu, iz virov v Republiki Sloveniji ali v Češki republiki.

2) Vsaka pogodbenica bo zagotovila, kolikor bo le mogoče, da bodo informacije, poslane drugi pogodbenici, popolne in točne, vendar pa pogodbenica pošiljateljica nika-
kor ni odgovorna za škodo, ki bi jo povzročila pogodbenica prejemnica z uporabo teh informacij.

3) Pogodbenici bosta po tem dogovoru informacije zagotavljali brezplačno.

3. člen

Informacije, ki jih po tem dogovoru prejme ena ali druga pogodbenica, se lahko prosto razširjajo brez dodatnega dovoljenja druge pogodbenice, razen informacij, za katere se bosta pogodbenici drugače dogovorili. V tem primeru se brez pisnega soglasja s pogodbenico pošiljateljico informacije ne smejo posredovati tretji strani.

4. člen

1) Sestanki, na katerih se bodo izmenjavale informacije, se bodo organizirali po potrebi, vendar najmanj enkrat na dve leti; dnevni red, na katerega bo uvrščen tudi pregled izmenjanih informacij, bo dogovorjen vnaprej.

2) Vsaka pogodbenica bo določila koordinatorja, ki bo usklajeval zadeve, povezane z izmenjavo informacij.

3) Koordinatorja:

a) bosta prejela vse dokumente, ki se pošiljajo v okviru izmenjave, vključno s poročili, uradnimi pismi itd.;

b) bosta odgovorna za razvijanje sodelovanja, vključno z določitvijo odgovornih oseb, specifikacijo naprav, dokumentov, standardov in dvostranskih obveznosti;

c) si bosta prizadevala za vzpostavitev in ohranitev primerno uravnotežene izmenjave informacij;

d) bosta vzdrževala seznam vseh dokumentov, izmenjanih po tem dogovoru;

e) bosta določila število kopij dokumentov, ki bodo posredovani;

f) bosta načrtovala informativne sestanke, pripravljala dnevni red, izmenjavala zapise o sestankih in spremljala vse druge s tem povezane dogovore.

a) legal regulations, codes, standards, criteria and guides;

b) information in the field of licensing, inspection, enforcement;

c) information in the field of emergency planning and preparedness;

d) technical reports and safety assessments carried out by one of the Parties;

e) reports on incidents, accidents, shutdowns and on actions arising out of them;

f) information concerning public relations;

g) relevant experiences in nuclear power plants security, subject to the necessary constraints in the national interest of either Party;

h) information concerning storage, discharge and treatment of radioactive wastes;

i) training and verification of special professional qualification of selected personnel.

Article 2

1. Each Party will endeavour to assist the other, where possible and practicable, to obtain safety related information relevant to the matters stated in the Article 1 above as appropriate, from the sources in the Republic of Slovenia or in the Czech Republic.

2. Each Party will ensure, as far as possible, the completeness and accuracy of the information supplied to the other Party; but the transmitting Party shall not be liable in any way for damages caused by using the information by the receiving Party.

3. Under this Arrangement the Parties will supply information free of charge.

Article 3

The information received by either Party under this Arrangement may be disseminated freely without further permission of the other Party, except for the information to which the Parties will agree otherwise. In this case the information shall not be conveyed to the third Party without written agreement of the transmitting Party.

Article 4

1. The information exchange meetings will be arranged as necessary, but at least once every second year with an agenda agreed in advance, which will include a review of the information exchanged.

2. An administrator will be designated by each Party to co-ordinate the matters connected with the information exchange.

3. The administrators will:

a) be recipients of all documents transmitted within the scope of exchange including reports, formal letters, etc.;

b) be responsible for developing the scope of co-operation including designation of responsible persons, specification of installations, documents, standards, and bilateral undertakings;

c) strive that a reasonably balanced exchange of information is achieved and maintained;

d) maintain up-to-date inventory of all documents exchanged under this Arrangement;

e) determine the number of copies of documents to be provided;

f) schedule information meetings, prepare the agenda, exchange of meeting notes and oversee other related arrangements.

5. člen

Sodelovanje po tem dogovoru bo potekalo v skladu s pravnimi predpisi obeh držav. Vsak spor glede razlage ali izvajanja tega dogovora bosta pogodbenici reševali sporazumno.

6. člen

1) Ta dogovor bo začel veljati prvi dan drugega meseca, ki sledi mesecu prejema kasnejše diplomatske note o izpolnitvi zahtev za začetek njegove veljavnosti v skladu z ustavnimi postopki. Veljal bo pet let, razen če bo po diplomatski poti podaljšan za naslednje časovno obdobje.

2) Ta dogovor lahko pogodbenici s pisnim soglasjem spremenita ali dopolnita. Spremembe in dopolnitve bodo začele veljati v skladu s prvim odstavkom tega člena.

3) Dogovor preneha veljati na določen dan, če je diplomatska nota prejeta vsaj šestdeset dni pred tem datumom.

Sestavljeno v Pragi dne 18. decembra 2000 v dveh izvornikih v slovenskem, češkem in angleškem jeziku, pri čemer so vsa besedila enako verodostojna. Ob različni razlagi prevlada angleško besedilo.

Za
Upravo Republike Slovenije
za jedrsko varnost

Miroslav Gregorič l. r.

Za
Državni urad
za jedrsko varnost
Češke republike

Dana Drabova l. r.

Article 5

Co-operation under this Arrangement will be carried out in accordance with the legal regulations of the respective countries. Any dispute between the Parties concerning the interpretation or implementation of this Arrangement will be solved by mutual agreement of both Parties.

Article 6

1. This Arrangement will enter into force on the first day of the second month following the date on which the later diplomatic note on the fulfilment of the requirements for its entry into force under respective constitutional procedures has been received. It will remain in force for a period of five years unless extended for a further period of time through diplomatic channels.

2. This Arrangement may be changed or amended by a written agreement of the Parties. The changes and amendments will enter into force according to the paragraph 1 of this Article.

3. The Arrangement may be terminated on a particular date provided that the diplomatic note is received at least 60 days prior to that date.

Done at Praha on the 18th day of December 2000 in two originals in the Slovenian, Czech and English languages, all texts being equally authentic. In the case of divergence in the interpretation the English text will prevail.

For
The Slovenian Nuclear Safety
Administration

Miroslav Gregorič, (s)

For
The State Office
for Nuclear Safety,
the Czech Republic
Dana Drabova, (s)

3. člen

Za izvajanje dogovora skrbi Ministrstvo za okolje in prostor Republike Slovenije – Uprava Republike Slovenije za jedrsko varnost.

4. člen

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

Št. 801-10/01-22/1

Ljubljana, dne 3. oktobra 2001

Predsednik
Državnega zbora
Republike Slovenije
Borut Pahor l. r.

57. Zakon o spremembi zakona o ratifikaciji Evropskega sporazuma, ki se nanaša na osebe, udeležene v postopkih Evropskega sodišča za človekove pravice (MESUES-A)

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 SPREMEMBI ZAKONA O RATIFIKACIJI EVROPSKEGA SPORAZUMA, KI SE NANAŠA NA OSEBE, UDELEŽENE V POSTOPKIH EVROPSKEGA SODIŠČA ZA ČLOVEKOVE PRAVICE (MESUES-A)

Razglašam Zakon o spremembi zakona o ratifikaciji Evropskega sporazuma, ki se nanaša na osebe, udeležene v postopkih Evropskega sodišča za človekove pravice (MESUES-A), ki ga je sprejel Državni zbor Republike Slovenije na seji 3. oktobra 2001.

Št. 001-22-109/01
Ljubljana, 11. oktobra 2001

Predsednik
Republike Slovenije
Milan Kučan l. r.

Z A K O N

O SPREMEMBI ZAKONA O RATIFIKACIJI EVROPSKEGA SPORAZUMA, KI SE NANAŠA NA OSEBE, UDELEŽENE V POSTOPKIH EVROPSKEGA SODIŠČA ZA ČLOVEKOVE PRAVICE (MESUES-A)

1. člen

V Zakonu o ratifikaciji Evropskega sporazuma, ki se nanaša na osebe, udeležene v postopkih Evropskega sodišča za človekove pravice (Uradni list Republike Slovenije – Mednarodne pogodbe, št. 15/2000, v Uradnem listu RS, št. 58/2000) se 1. člen spremeni tako, da se glasi:

“1. člen

Ratificira se Evropski sporazum, ki se nanaša na osebe, udeležene v postopkih Evropskega sodišča za človekove pravice, sestavljen v Strasbourgu 5. marca 1996.”

2. člen

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

Št. 700-01/00-59/2
Ljubljana, dne 3. oktobra 2001

Predsednik
Državnega zbora
Republike Slovenije
Borut Pahor l. r.

58. Uredba o ratifikaciji Memoranduma med Vlado Republike Slovenije in Svetom ministrov Bosne in Hercegovine o dajanju nevračljive pomoči Bosni in Hercegovini za leto 2000

Na podlagi prve alineje petega odstavka 75. člena Zakona o zunanjih zadevah (Uradni list RS, št. 45/01) izdaja Vlada Republike Slovenije

U R E D B O
O RATIFIKACIJI MEMORANDUMA MED VLADO REPUBLIKE SLOVENIJE IN SVETOM MINISTROV
BOSNE IN HERCEGOVINE O DAJANJU NEVRAČLJIVE POMOČI BOSNI IN HERCEGOVINI ZA LETO
2000

1. člen

Ratificira se Memorandum med Vlado Republike Slovenije in Svetom ministrov Bosne in Hercegovine o dajanju nevračljive pomoči Bosni in Hercegovini za leto 2000, podpisan 20. februarja 2001 v Sarajevu.

2. člen

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

M E M O R A N D U M O F A G R E E M E N T
between the Government of
the Republic of Slovenia and
the Council of Ministers of
Bosnia and Herzegovina on Extending
Grant Aid to Bosnia and Herzegovina
in the year 2000

The Government of the Republic of Slovenia and the Council of Ministers of Bosnia and Herzegovina desiring to develop and strengthen the mutual friendly relations between the two countries, confirm with this Memorandum of Agreement implementation of grant aid of the Republic of Slovenia to Bosnia and Herzegovina, in accordance with the "Strategy of Integration of the Republic of Slovenia in the Economic Reconstruction of the South-Eastern Europe". The representatives of both parties confirm following:

I.

In the year 2000, the Republic of Slovenia granted to Bosnia and Herzegovina grant aid in the amount of 2,286,980.00 USD (two million two hundred and eighty six thousand nine hundred and eighty USD) in the form of projects and technical assistance, stated in the Specification attached hereto. The said Specification forms an integral part of this Memorandum of Agreement.

The Council of Ministers of Bosnia and Herzegovina confirms that the amount granted by the Government of the Republic of Slovenia was implemented according to this Memorandum of Agreement.

II.

This Memorandum of Agreement shall enter into force on the date of the receipt of the last of notifications for the entry into force of this Memorandum of Agreement.

Done in Sarajevo on 20th February 2001, in two copies in English language.

On behalf of
the Government of
the Republic of Slovenia:
Renata Vitez, (s)

On behalf of
the Council of Ministers
of Bosnia and Herzegovina:
Mirsad Kurtović, (s)

M E M O R A N D U M
med Vlado Republike Slovenije in
Svetom ministrov Bosne in Hercegovine
o dajanju nevračljive pomoči
Bosni in Hercegovini
za leto 2000

Vlada Republike Slovenije in Svet ministrov Bosne in Hercegovine v želji, da razvijeta in okrepita vzajemne prijateljske odnose med državama, s tem memorandumom potrjujeta izvajanje projektov nevračljive pomoči Republike Slovenije Bosni in Hercegovini v skladu s Strategijo vključevanja Republike Slovenije v gospodarsko obnovo Jugovzhodne Evrope. predstavniki obeh pogodbenic potrjujejo:

I.

Republika Slovenija je v letu 2000 dala Bosni in Hercegovini nevračljivo pomoč v višini 2,286.980,00 USD (dva milijona dvesto šestinosemdeset tisoč devetsto osemdeset ameriških dolarjev) v obliki projektov in strokovne pomoči, navedenih v priloženem podrobnem opisu. Ta podrobni opis je sestavni del memoranduma.

Svet ministrov Bosne in Hercegovine potrjuje, da je bil dani znesek Vlade Republike Slovenije porabljen v skladu s tem memorandumom.

II.

Ta memorandum začne veljati z dnem prejema zadnjega uradnega obvestila o začetku veljavnosti tega memoranduma.

Sestavljeno v Sarajevu 20. februarja 2001 v dveh izvodih v angleškem jeziku.

Za
Vlado
Republike Slovenije:
Renata Vitez I. r.

Za
Svet ministrov
Bosne in Hercegovine:
Mirsad Kurtović I. r.

PART 1: Grant aid from the Republic of Slovenia to Bosnia and Herzegovina (Federation BiH)

PROJECTS

No. Project	Value
1. Establishment of Stock Exchange in Sarajevo	USD 345,000.00
2. Establishment of central registry system of dematerialised securities in Sarajevo	USD 750,000.00
3. Final works for College of Agriculture (project in 1999)	USD 26,480.00
4. Terms of references – Development of Small and Medium-Sized Enterprises (SMEs) and Entrepreneurship in Bosnia and Herzegovina	USD 10,000.00
TOTAL	1,131,480.00

TOTAL VALUE OF GRANT AID FROM
THE REPUBLIC OF SLOVENIA
TO THE BiH FEDERATION – PROJECTS:
USD 1,131,480.00

1. DEL: Nevračljiva pomoč Republike Slovenije Bosni in Hercegovini (Federacija BiH)

PROJEKTI:

Št. Projekt	Vrednost
1. Vzpostavitev borze v Sarajevu	345.000,00 USD
2. Vzpostavitev centralnega registra nematerializiranih vrednostnih papirjev v Sarajevu	750.000,00 USD
3. Dokončanje laboratorija na inštitutu za kmetijstvo (projekt v letu 1999)	26.480,00 USD
4. Projektna naloga Razvoj malih in srednjih podjetij ter podjetništva v Bosni in Hercegovini	10.000,00 USD
SKUPAJ	1.131.480,00 USD

SKUPNA VREDNOST NEVRAČLJIVE POMOČI
REPUBLIKE SLOVENIJE
FEDERACIJI BiH
PROJEKTI:
1.131.480,00 USD

PART 2: Grant aid from the Republic of Slovenia to Bosnia and Herzegovina (Republika Srpska)

PROJECTS

No. Project	Value
1. Establishment of central registry system of dematerialised securities in Banja Luka	USD 750,000.00
2. Assistance for Stock exchange in Banja Luka (project in 1999)	USD 65,000.00
3. Terms of references – Development of Small and Medium-Sized Enterprises (SMEs) and Entrepreneurship in Bosnia and Herzegovina	USD 10,000.00
TOTAL	825,000.00

TOTAL VALUE OF GRANT AID
FROM THE REPUBLIC OF SLOVENIA
TO THE REPUBLIKA SRPSKA – PROJECTS:
USD 825,000.00

2. DEL: Nevračljiva pomoč Republike Slovenije Bosni in Hercegovini (Republika srbska)

PROJEKTI:

Št. Projekt	Vrednost
1. Vzpostavitev centralnega registra nematerializiranih vrednostnih papirjev v Banjaluki	750.000,00 USD
2. Operativna podpora borzi v Banjaluki (projekt v letu 1999)	65.000,00 USD
3. Projektna naloga: Razvoj malih in srednjih podjetij ter podjetništva v Bosni in Hercegovini	10.000,00 USD
SKUPAJ	825.000,00 USD

SKUPNA VREDNOST NEVRAČLJIVE POMOČI
REPUBLIKE SLOVENIJE
REPUBLIKI SRBSKI
PROJEKTI:
825.000,00 USD

PART 3: Grant aid from the Republic of Slovenia to Bosnia and Herzegovina in form of technical assistance

3. DEL: Nevračljiva pomoč Republike Slovenije Bosni in Hercegovini v obliki strokovne pomoči

TECHNICAL ASSISTANCE

STROKOVNA POMOČ

No. Project	Value
1. Education and practical work for managers	USD 100,000.00
2. Experts' visits from the Ministries or state institution	USD 25,000.00
3. Summer School	USD 2,500.00
4. Postgraduate studies and research papers financing project	USD 20,000.00
5. Postgraduate scholarships	USD 150,000.00
6. Vocational training in the field of agriculture	USD 33,000.00
TOTAL	USD 330,500.00

Št. Projekt	Vrednost
1. Izobraževanje in usposabljanje menedžerjev	100.000,00 USD
2. Delovni obiski strokovnjakov iz ministrstev ali državnih ustanov	25.000,00 USD
3. Poletna šola	2.500,00 USD
4. Projekt financiranja podiplomskih študij in raziskovalnih nalog	20.000,00 USD
5. Štipendije za podiplomski študij	150.000,00 USD
6. Poklicno usposabljanje v kmetijstvu	33.000,00 USD
SKUPAJ	330.500,00 USD

TOTAL VALUE OF GRANT AID
FROM THE REPUBLIC OF SLOVENIA
TO BOSNIA AND HERZEGOVINA –
TECHNICAL ASSISTANCE
USD 330,500.00

SKUPNA VREDNOST NEVRAČLJIVE POMOČI
REPUBLIKE SLOVENIJE BOSNI IN HERCEGOVINI
STROKOVNA POMOČ:
330.500,00 USD

TOTAL VALUE OF GRANT AID
FROM THE REPUBLIC OF SLOVENIA
TO BOSNIA AND HERZEGOVINA (BOTH ENTITIES)
- PROJECTS AND TECHNICAL ASSISTANCE -
USD 1,956,480.00 + USD 330,500.00
= USD 2,286,980.00

SKUPNA VREDNOST NEVRAČLJIVE POMOČI
REPUBLIKE SLOVENIJE
BOSNI IN HERCEGOVINI (OBE ENTITETI)
PROJEKTI IN STROKOVNA POMOČ:
1.956.480,00 USD + 330.500,00 USD
= 2.286.980,00 USD

3. člen

Za izvajanje memoranduma skrbi Ministrstvo za gospodarstvo.

4. člen

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

Št. 911-07/2001-8

Ljubljana, dne 11. oktobra 2001

Vlada Republike Slovenije

mag. Anton Rop l. r.
Minister

59. Uredba o ratifikaciji Memoranduma med Vlado Republike Slovenije in Vlado Republike Makedonije o dajanju nevračljive pomoči Republiki Makedoniji za leto 2000

Na podlagi prve alineje petega odstavka 75. člena Zakona o zunanjih zadevah (Uradni list RS, št. 45/01) izdaja Vlada Republike Slovenije

U R E D B O

O RATIFIKACIJI MEMORANDUMA MED VLADO REPUBLIKE SLOVENIJE IN VLADO REPUBLIKE MAKEDONIJE O DAJANJU NEVRAČLJIVE POMOČI REPUBLIKI MAKEDONIJI ZA LETO 2000

1. člen

Ratificira se Memorandum med Vlado Republike Slovenije in Vlado Republike Makedonije o dajanju nevračljive pomoči Republiki Makedoniji za leto 2000, podpisan 27. februarja 2001 v Skopju.

2. člen

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

**MEMORANDUM OF AGREEMENT
between the Government of the Republic of
Slovenia and the Government of the Republic of
Macedonia on Extending Grant Aid to
the Republic of Macedonia in the year 2000**

The Government of the Republic of Slovenia and the Government of the Republic of Macedonia desiring to develop and strengthen the mutual friendly relations between the two countries, confirm with this Memorandum of Agreement implementation of grant aid of the Republic of Slovenia to the Republic of Macedonia in accordance with the "Strategy of Integration of the Republic of Slovenia in the Economic Reconstruction of South-Eastern Europe". The representatives of both parties confirm following:

I.

In the year 2000, the Republic of Slovenia committed to the Republic of Macedonia grant aid in the amount of 448,407.00 USD (four hundred and forty eight thousand four hundred and seven USD) in the form of projects and technical assistance, stated in the Specification attached hereto. The said Specification forms an integral part of this Memorandum of Agreement.

The Government of the Republic of Macedonia confirms that the amount committed by the Government of the Republic of Slovenia was implemented according to this Memorandum of Agreement.

II.

This Memorandum of Agreement shall enter into force on the date of the receipt of the last of notification for the entry into force of this Memorandum of Agreement.

Done in Skopje on 27th February 2001, in two copies in English language.

For
The Government of the
Republic of Slovenia:
Renata Vitez, (s)

For
The Government of the
Republic of Macedonia:
Vanče Kargov, (s)

**MEMORANDUM
med Vlado Republike Slovenije
in Vlado Republike Makedonije
o dajanju nevračljive pomoči Republiki
Makedoniji za leto 2000**

Vlada Republike Slovenije in Vlada Republike Makedonije v želji, da razvijeta in okrepiata vzajemne prijateljske odnose med državama, s tem memorandumom potrjujeta izvajanje projektov nevračljive pomoči Republike Slovenije Republiki Makedoniji v skladu s Strategijo vključevanja Republike Slovenije v gospodarsko obnovo Jugovzhodne Evrope. Predstavniki obeh pogodbenic potrjujejo:

I.

Republika Slovenija je v letu 2000 dala Republiki Makedoniji nevračljivo pomoč v znesku 448.407,00 USD (štiristo osemštirideset tisoč štiristo sedem) v obliki projektov in strokovne pomoči, navedenih v priloženem podrobnem opisu. Ta podrobni opis je sestavni del memoranduma.

Vlada Republike Makedonije potrjuje, da je bil dani znesek Vlade Republike Slovenije porabljen v skladu s tem memorandumom.

II.

Ta memorandum začne veljati z dnem prejema zadnjega uradnega obvestila o začetku veljavnosti tega memoranduma.

Sestavljeno v Skopju, dne 27. februarja 2001, v dveh izvodih v angleškem jeziku.

Za
Vlado
Republike Slovenije:
Renata Vitez l. r.

Za
Vlado
Republike Makedonije:
Vanče Kargov l. r.

SPECIFICATION
of Grant aid from the Republic of Slovenia to the Republic
of Macedonia

I. Projects:			
No.	Project		Value
1.	Elaboration of the Study on Development of Small and Medium-Sized Enterprises	USD	8,796.00
2.	Elaboration of the Study on Concessions in the Field of Construction of Waste Water Treatment Facilities in the Republic of Macedonia	USD	12,660.00
3.	Organizing the work of the Macedonian stock exchange, reestablishment of the information and trading system on the stock exchange	USD	303,467.00
TOTAL		USD	324,923.00

II. Technical Assistance:			
No.	Project		Value
1.	Scholarships and training program in Slovenian companies for entrepreneurs from the Republic of Macedonia	USD	36,943.00
2.	Postgraduate training in Slovenian scientific institutions (via MST)	USD	14,513.00
3.	Experts visits from Macedonian authorities	USD	3,958.00
4.	Scholarships for postgraduate and specialistic studies	USD	65,970.00
5.	Project "Summer School 2000"	USD	2,199.00
TOTAL		USD	123,484.00
GRAND TOTAL		USD	448,407.00

TOTAL VALUE OF GRANT AID FROM THE REPUBLIC OF SLOVENIA TO THE REPUBLIC OF MACEDONIA:
 USD 123,484.00 + USD 324,923.00 =
 USD 448,407.00

PODROBEN OPIS
nevračljive pomoči Republike Slovenije
Republiki Makedoniji za leto 2000

I. Projekti:			
Št.	Projekt		Vrednost
1.	Izdelava študije o razvoju malih in srednjih podjetij		8.796,00 USD
2.	Izdelava študije o koncesijah pri gradnji čistilnih naprav za odpadne vode v Republiki Makedoniji		12.660,00 USD
3.	Organizacija dela makedonske borze, ponovna vzpostavitev informacijskega sistema in sistema trgovanja na borzi		303.467,00 USD
SKUPAJ			324.923,00 USD

II. Strokovna pomoč:			
Št.	Projekt		Vrednost
1.	Program štipendij in usposabljanja v slovenskih podjetjih za podjetnike iz Republike Makedonije		36.943,00 USD
2.	Podiplomsko izpopolnjevanje v slovenskih znanstvenih zavodih (prek MZT)		14.513,00 USD
3.	Delovni obiski makedonskih strokovnjakov		3.958,00 USD
4.	Štipendije za podiplomski in specialistični študij		65.970,00 USD
5.	Poletna šola 2000		2.199,00 USD
SKUPAJ			123.484,00 USD
VSE SKUPAJ			448.407,00 USD

SKUPNA VREDNOST NEVRAČLJIVE POMOČI REPUBLIKE SLOVENIJE REPUBLIKI MAKEDONIJI:
 123.484,00 USD + 324.923,00 USD =
 448.407,00 USD

3. člen

Za izvajanje memoranduma skrbi Ministrstvo za gospodarstvo.

4. člen

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

Št. 911-07/2001-9
Ljubljana, dne 11. oktobra 2001

Vlada Republike Slovenije

mag. Anton Rop l. r.
Minister

60. Uredba o ratifikaciji Memoranduma med Vlado Republike Slovenije in Vlado Republike Črne gore o dajanju nevračljive pomoči Republiki Črni gori za leto 2000

Na podlagi prve alineje petega odstavka 75. člena Zakona o zunanjih zadevah (Uradni list RS, št. 45/01) izdaja Vlada Republike Slovenije

U R E D B O**O RATIFIKACIJI MEMORANDUMA MED VLADO REPUBLIKE SLOVENIJE IN VLADO REPUBLIKE ČRNE GORE O DAJANJU NEVRAČLJIVE POMOČI REPUBLIKI ČRNI GORI ZA LETO 2000**

1. člen

Ratificira se Memorandum med Vlado Republike Slovenije in Vlado Republike Črne gore o dajanju nevračljive pomoči Republiki Črni gori za leto 2000, podpisan 5. marca 2001 v Podgorici.

2. člen

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

MEMORANDUM OF AGREEMENT
between the Government of
the Republic of Slovenia
and the Government of the Republic of
Montenegro on Extending Grant Aid to
the Republic of Montenegro in the year 2000

The Government of the Republic of Slovenia and the Government of the Republic of Montenegro desiring to develop and strengthen the mutual friendly relations between the two countries, confirm with this Memorandum of Agreement implementation of grant aid of the Republic of Slovenia to the Republic of Montenegro, in accordance with the "Strategy of Integration of the Republic of Slovenia in the Economic Reconstruction of the South-Eastern Europe". The representatives of both parties confirm following:

I.

In the year 2000, the Republic of Slovenia granted to the Republic of Montenegro grant aid in the amount of 349,401.54 USD (three hundred and forty nine thousand four hundred and one USD and fifty four cents) in the form of projects and technical assistance, stated in the Specification attached hereto. The said Specification forms an integral part of this Memorandum of Agreement.

The Government of the Republic of Montenegro confirms that the amount granted by the Government of the Republic of Slovenia was implemented according to this Memorandum of Agreement.

II.

This Memorandum of Agreement shall enter into force on the date of the receipt of the last of notification for the entry into force of this Memorandum of Agreement.

Done in Podgorica on March 5, 2001, in two copies in English language.

On behalf of
the Government of the
Republic of Slovenia:
Štefan Cigoj, (s)

On behalf of
the Government of the
Republic of Montenegro:
Igor Lukšič, (s)

MEMORANDUM
med Vlado Republike Slovenije
in Vlado Republike Črne gore
o dajanju nevračljive pomoči
Republiki Črni gori
za leto 2000

Vlada Republike Slovenije in Vlada Republike Črne gore v želji, da razvijeta in okrepiata vzajemne prijateljske odnose med državama, s tem memorandumom potrjujeta izvajanje projektov nevračljive pomoči Republike Slovenije Republiki Črni gori v skladu s Strategijo vključevanja Republike Slovenije v gospodarsko obnovo Jugovzhodne Evrope. Predstavniki obeh pogodbenic potrjujejo:

I.

Republika Slovenija je v letu 2000 dala Republiki Črni gori nevračljivo pomoč v znesku 349.401,54 USD (tristo devetinstirideset tisoč štiristo en ameriški dolar in štiriinpetdeset centov) v obliki projektov in strokovne pomoči, navedenih v priloženem podrobnem opisu. Ta podrobni opis je sestavni del memoranduma.

Vlada Republike Črne gore potrjuje, da je bil dani znesek Vlade Republike Slovenije porabljen v skladu s tem memorandumom.

II.

Ta memorandum začne veljati z dnem prejema zadnjega uradnega obvestila o začetku veljavnosti tega memoranduma.

Sestavljeno v Podgorici, dne 5. marca 2001, v dveh izvodih v angleškem jeziku.

Za
Vlado
Republike Slovenije:
Štefan Cigoj l. r.

Za
Vlado
Republike Črne gore:
Igor Lukšič l. r.

PART 1: Grant aid from the Republic of Slovenia to the Republic of Montenegro

1. DEL: Nevračljiva pomoč Republike Slovenije Republikli Črni gori

PROJECTS:

Projekti:

No. Project	Value (in USD)
1. Reestablishment of customs information system in the Republic of Montenegro	93,439.19
2. Urban Traffic Arrangement of Podgorica	131,499.61
3. Terms of references: Development of Small and Medium- Sized Enterprises (SMEs) and Entrepreneurship in Montenegro	8,795.96
Total	233,734.76

Št. Projekt	Vrednost
1. Ponovna vzpostavitev carinskega informacijskega sistema v Republikli Črni gori	93.439,19 USD
2. Ureditev mestnega prometa Podgorice	131.499,61 USD
3. Projektna naloga: Razvoj malih in srednjih podjetij ter podjetništva v Republikli Črni gori	8.795,96 USD
Skupaj	233.734,76 USD

TOTAL VALUE OF GRANT AID FROM THE REPUBLIC OF SLOVENIA TO THE REPUBLIC OF MONTENEGRO
- PROJECTS:
USD 233,734.76

SKUPNA VREDNOST NEVRAČLJIVE POMOČI
REPUBLIKE SLOVENIJE REPUBLIKLI ČRNI GORI
PROJEKTI:
233.734,76 USD

PART 2: Grant aid from the Republic of Slovenia to the Republic of Montenegro in form of technical assistance

2. DEL: Nevračljiva pomoč Republike Slovenije Republikli Črni gori v obliki strokovne pomoči

TECHNICAL ASSISTANCE

Strokovna pomoč

No. Project	Value (in USD)
1. Education and practical work for managers	39,142.02
2. Expert's visits from Ministries or state institution	8,356.16
3. Summer School	2,198.9
4. Postgraduate scholarships	65,969.70
Total	115,666.78

Št. Projekt	Vrednost
1. Izobraževanje in usposabljanje menedžerjev	39.142,02 USD
2. Delovni obiski strokovnjakov iz ministrstev ali državnih ustanov	8.356,16 USD
3. Poletna šola 2000	2.198,90 USD
4. Štipendiranje za podiplomski študij	65.969,70 USD
Skupaj	115.666,78 USD

TOTAL VALUE OF GRANT AID FROM THE REPUBLIC OF SLOVENIA TO THE REPUBLIC OF MONTENEGRO
- TECHNICAL ASSISTANCE-
USD 115,666.78

SKUPNA VREDNOST NEVRAČLJIVE POMOČI
REPUBLIKE SLOVENIJE REPUBLIKLI ČRNI GORI
STROKOVNA POMOČ:
115.666,78 USD

TOTAL VALUE OF GRANT AID
FROM THE REPUBLIC OF SLOVENIA
TO THE REPUBLIC OF MONTENEGRO
- PROJECTS AND TECHNICAL ASSISTANCE -
USD 233,734.76 + USD 115,666.78
= USD 349,401.54

SKUPNA VREDNOST NEVRAČLJIVE POMOČI
REPUBLIKE SLOVENIJE REPUBLIKLI ČRNI GORI
PROJEKTI IN STROKOVNA POMOČ:
233.734,76 USD + 115.666,78 USD
= 349.401,54 USD

3. člen

Za izvajanje memoranduma skrbi Ministrstvo za gospodarstvo.

4. člen

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

Št. 911-07/2001-10
Ljubljana, dne 11. oktobra 2001

Vlada Republike Slovenije

mag. Anton Rop l. r.
Minister

VSEBINA

- | | | |
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