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73. **Zakon o ratifikaciji Kartagenskega protokola o biološki varnosti h Konvenciji o biološki raznovrstnosti (MKPBV)**

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 KARTAGENSKEGA PROTOKOLA O BIOLOŠKI VARNOSTI H KONVENCIJI O BIOLOŠKI RAZNOVRSTNOSTI (MKPBV)

Razglašam Zakon o ratifikaciji Kartagenskega protokola o biološki varnosti h Konvenciji o biološki raznovrstnosti (MKPBV), ki ga je sprejel Državni zbor Republike Slovenije na seji 27. septembra 2002.

Št. 001-22-115/02
Ljubljana, 7. oktobra 2002

Predsednik
Republike Slovenije
Milan Kučan l. r.

Z A K O N
O RATIFIKACIJI KARTAGENSKEGA PROTOKOLA O BIOLOŠKI VARNOSTI H KONVENCIJI O BIOLOŠKI RAZNOVRSTNOSTI (MKPBV)

1. člen

Ratificira se Kartagenski protokol o biološki varnosti h Konvenciji o biološki raznovrstnosti, sestavljen v Montrealu 29. januarja 2000.

2. člen

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

CARTAGENA PROTOCOL ON BIOSAFETY TO THE CONVENTION ON BIOLOGICAL DIVERSITY

The Parties to this Protocol,

Being Parties to the Convention on Biological Diversity, hereinafter referred to as "the Convention",

Recalling Article 19, paragraphs 3 and 4, and Articles 8 (g) and 17 of the Convention,

Recalling also decision II/5 of 17 November 1995 of the Conference of the Parties to the Convention to develop a Protocol on biosafety, specifically focusing on transboundary movement of any living modified organism resulting from modern biotechnology that may have adverse effect on the conservation and sustainable use of biological diversity, setting out for consideration, in particular, appropriate procedures for advance informed agreement,

Reaffirming the precautionary approach contained in Principle 15 of the Rio Declaration on Environment and Development,

KARTAGENSKI PROTOKOL O BIOLOŠKI VARNOSTI H KONVENCIJI O BIOLOŠKI RAZNOVRSTNOSTI

Pogodbenice tega protokola, ki

so pogodbenice Konvencije o biološki raznovrstnosti, v nadaljevanju "konvencija",

se sklicujejo na tretji in četrti odstavek 19. člena, točko g 8. člena in 17. člen konvencije,

se sklicujejo tudi na sklep II/5 konference pogodbenic konvencije z dne 17. novembra 1995, da se pripravi protokol o biološki varnosti, ki bo osredotočen predvsem na čezmejno gibanje živih spremenjenih organizmov, ki so nastali s sodobno biotehnologijo in bi lahko škodljivo vplivali na ohranjanje in trajnostno uporabo biološke raznovrstnosti, in bodo dale v premislek zlasti ustrezne postopke za soglasje po vnaprejšnjem obveščanju,

ponovno potrjujejo previdnostni pristop iz 15. načela Deklaracije o okolju in razvoju iz Ria,

Aware of the rapid expansion of modern biotechnology and the growing public concern over its potential adverse effects on biological diversity, taking also into account risks to human health,

Recognizing that modern biotechnology has great potential for human well-being if developed and used with adequate safety measures for the environment and human health,

Recognizing also the crucial importance to humankind of centres of origin and centres of genetic diversity,

Taking into account the limited capabilities of many countries, particularly developing countries, to cope with the nature and scale of known and potential risks associated with living modified organisms,

Recognizing that trade and environment agreements should be mutually supportive with a view to achieving sustainable development,

Emphasizing that this Protocol shall not be interpreted as implying a change in the rights and obligations of a Party under any existing international agreements,

Understanding that the above recital is not intended to subordinate this Protocol to other international agreements,

Have agreed as follows:

Article 1

OBJECTIVE

In accordance with the precautionary approach contained in Principle 15 of the Rio Declaration on Environment and Development, the objective of this Protocol is to contribute to ensuring an adequate level of protection in the field of the safe transfer, handling and use of living modified organisms resulting from modern biotechnology that may have adverse effects on the conservation and sustainable use of biological diversity, taking also into account risks to human health, and specifically focusing on transboundary movements.

Article 2

GENERAL PROVISIONS

1. Each Party shall take necessary and appropriate legal, administrative and other measures to implement its obligations under this Protocol.

2. The Parties shall ensure that the development, handling, transport, use, transfer and release of any living modified organisms are undertaken in a manner that prevents or reduces the risks to biological diversity, taking also into account risks to human health.

3. Nothing in this Protocol shall affect in any way the sovereignty of States over their territorial sea established in accordance with international law, and the sovereign rights and the jurisdiction which States have in their exclusive economic zones and their continental shelves in accordance with international law, and the exercise by ships and aircraft of all States of navigational rights and freedoms as provided for in international law and as reflected in relevant international instruments.

4. Nothing in this Protocol shall be interpreted as restricting the right of a Party to take action that is more protective of the conservation and sustainable use of biological diversity than that called for in this Protocol, provided that such action is consistent with the objective and the provisions of this Protocol and is in accordance with that Party's other obligations under international law.

5. The Parties are encouraged to take into account, as appropriate, available expertise, instruments and work undertaken in international forums with competence in the area of risks to human health.

se zavedajo hitre širitve sodobne biotehnologije in vedno večje zaskrbljenosti javnosti zaradi možnih škodljivih vplivov na biološko raznovrstnost ob upoštevanju tveganj za zdravje ljudi,

priznavajo, da sodobna biotehnologija daje velike možnosti za blaginjo človeka, če se razvija in uporablja ob ustreznih varnostnih ukrepih za okolje in zdravje ljudi,

priznavajo tudi, da so središča izvora in središča genske raznovrstnosti bistvenega pomembna za človeštvo,

upoštevajo omejene zmožnosti mnogih držav, zlasti držav v razvoju, da se uspešno spopadejo z naravo in obsegom znanih in možnih tveganj, povezanih z živimi spremenjenimi organizmi,

priznavajo, da bi se morali sporazumi o trgovini in okolju medsebojno dopolnjevati, da se zagotavlja trajnostni razvoj,

poudarjajo, da se ta protokol ne sme razlagati tako, kot da predvideva spremembe pravic in obveznosti pogodbenice po katerem koli veljavnem mednarodnem sporazumu,

razumejo, da namen zgornje navedbe ni podrediti ta protokol drugim mednarodnim sporazumom,

so se sporazumele o:

1. člen

CILJ

Skladno s previdnostnim pristopom iz 15. načela Deklaracije o okolju in razvoju iz Ria je cilj tega protokola prispevati k zagotavljanju primerne ravni varstva pri varnem prenosu in uporabi živih spremenjenih organizmov, ki so nastali s sodobno biotehnologijo in bi lahko škodljivo vplivali na ohranjanje in trajnostno uporabo biološke raznovrstnosti, ter pri ravnanju s takimi organizmi, pri čemer je treba upoštevati tudi tveganje za zdravje ljudi in se še zlasti osredotočiti na čezmejno gibanje.

2. člen

SPLOŠNE DOLOČBE

1. Vsaka pogodbenica sprejme potrebne in ustrezne zakonske, upravne in druge ukrepe za izvajanje obveznosti po tem protokolu.

2. Pogodbenice zagotovijo, da se kakršni koli živi spremenjeni organizmi razvijajo, prevažajo, uporabljajo in sproščajo ter da se z njimi ravna tako, da se preprečuje ali zmanjšuje tveganje za biološko raznovrstnost, pri čemer je treba upoštevati tudi tveganje za zdravje ljudi.

3. Nič v tem protokolu na noben način ne vpliva na suverenost držav nad njihovim teritorialnim morjem, določenem po mednarodnem pravu, niti na suverene pravice in pristojnosti, ki jih imajo države v svojih izključnih ekonomskih conah in svojih epikontinentalnih pasovih skladno z mednarodnim pravom, ter na uveljavljanje plovnih pravic in svoboščin ladij in zrakoplovov vseh držav, kot je predvideno v mednarodnem pravu in se kaže v ustreznih mednarodnih instrumentih.

4. Nič v tem protokolu se ne razlaga kot omejevanje pravice pogodbenice, da sprejme strožje ukrepe za zaščito ohranjanja in trajnostne uporabe biološke raznovrstnosti, kot so ukrepi, ki jih zahteva ta protokol, če so ti skladni s ciljem in določbami tega protokola ter z drugimi obveznostmi pogodbenice po mednarodnem pravu.

5. Pogodbenice naj po potrebi upoštevajo razpoložljivo strokovno znanje, instrumente in delo mednarodnih forumov, pristojnih za tveganje za zdravje ljudi.

Article 3
USE OF TERMS

For the purposes of this Protocol:

(a) "Conference of the Parties" means the Conference of the Parties to the Convention;

(b) "Contained use" means any operation, undertaken within a facility, installation or other physical structure, which involves living modified organisms that are controlled by specific measures that effectively limit their contact with, and their impact on, the external environment;

(c) "Export" means intentional transboundary movement from one Party to another Party;

(d) "Exporter" means any legal or natural person, under the jurisdiction of the Party of export, who arranges for a living modified organism to be exported;

(e) "Import" means intentional transboundary movement into one Party from another Party;

(f) "Importer" means any legal or natural person, under the jurisdiction of the Party of import, who arranges for a living modified organism to be imported;

(g) "Living modified organism" means any living organism that possesses a novel combination of genetic material obtained through the use of modern biotechnology;

(h) "Living organism" means any biological entity capable of transferring or replicating genetic material, including sterile organisms, viruses and viroids;

(i) "Modern biotechnology" means the application of:

a. In vitro nucleic acid techniques, including recombinant deoxyribonucleic acid (DNA) and direct injection of nucleic acid into cells or organelles, or

b. Fusion of cells beyond the taxonomic family,

that overcome natural physiological reproductive or recombination barriers and that are not techniques used in traditional breeding and selection;

(j) "Regional economic integration organization" means an organization constituted by sovereign States of a given region, to which its member States have transferred competence in respect of matters governed by this Protocol and which has been duly authorized, in accordance with its internal procedures, to sign, ratify, accept, approve or accede to it;

(k) "Transboundary movement" means the movement of a living modified organism from one Party to another Party, save that for the purposes of Articles 17 and 24 transboundary movement extends to movement between Parties and non-Parties.

3. člen
UPORABLJENI IZRAZI

V tem protokolu:

(a) "Konferenca pogodbenic" pomeni Konferenco pogodbenic konvencije;

(b) "uporaba v zaprtih sistemih" pomeni kakršno koli delo v objektu, napravi ali drugi zgradbi z živimi spremenjenimi organizmi, nadzorovanimi s posebnimi ukrepi, ki učinkovito omejujejo njihov stik z zunanjim okoljem in njihov vpliv nanj;

(c) "izvoz" pomeni namerno čezmejno gibanje iz ene pogodbenice v drugo;

(d) "izvoznik" pomeni katero koli pravno ali fizično osebo, ki je v pristojnosti pogodbenice izvoznice in ureja izvoz živih spremenjenih organizmov;

(e) "uvoz" pomeni namerno čezmejno gibanje v pogodbenico iz druge pogodbenice;

(f) "uvoznik" pomeni katero koli pravno ali fizično osebo, ki je v pristojnosti pogodbenice uvoznice in ureja uvoz živih spremenjenih organizmov;

(g) "živ spremenjen organizem" pomeni kateri koli živ organizem z novo kombinacijo genskega materiala, ki je nastala z uporabo sodobne biotehnologije;

(h) "živ organizem" pomeni kakršno koli biološko enoto, sposobno prenosa ali podvajanja genskega materiala, vključno s sterilnimi organizmi, virusi in viroidi;

(i) "sodobna biotehnologija" pomeni uporabo:

a. tehnik in vitro nukleinske kisline, vključno z rekombinantnodeoksiribonukleinsko kislino (DNK) in neposrednim injiciranjem nukleinske kisline v celice ali organele, ali

b. fuzije celic nad sistematsko enoto družine,

ki presegajo naravne fiziološke reprodukcijske ali rekombinacijske ovire in niso tehnike, uporabljane pri tradicionalnem gojenju in izboru;

(j) "regionalna organizacija za gospodarsko povezovanje" pomeni organizacijo, ki jo ustanovijo suverene države neke regije in na katero so države članice prenesle pristojnosti glede zadev, ki jih ureja ta protokol, ter je bila v skladu s svojimi notranjimi postopki pravilno pooblaščena za podpis, ratifikacijo, sprejetje, odobritev ali pristop k temu protokolu;

(k) "čezmejno gibanje" pomeni gibanje živih spremenjenih organizmov iz ene pogodbenice v drugo, za namene 17. in 24. člena pa čezmejno gibanje pomeni tudi gibanje med pogodbenicami in nepogodbenicami;

Article 4
SCOPE

This Protocol shall apply to the transboundary movement, transit, handling and use of all living modified organisms that may have adverse effects on the conservation and sustainable use of biological diversity, taking also into account risks to human health.

4. člen
PODROČJE

Ta protokol se uporablja za čezmejno gibanje, tranzit in uporabo živih spremenjenih organizmov, ki lahko škodljivo vplivajo na ohranjanje in trajnostno uporabo biološke raznovrstnosti, ter za ravnanje z njimi, pri čemer je treba upoštevati tveganje za zdravje ljudi.

Article 5
PHARMACEUTICALS

Notwithstanding Article 4 and without prejudice to any right of a Party to subject all living modified organisms to risk assessment prior to the making of decisions on import, this Protocol shall not apply to the transboundary movement of living modified organisms which are pharmaceuticals for humans that are addressed by other relevant international agreements or organisations.

5. člen
FARMACEVTSKI IZDELKI

Ne glede na 4. člen in brez vpliva na kakršno koli pravico pogodbenice, da za vsak živ spremenjen organizem oceni tveganje, preden se odloči o uvozu, se ta protokol ne uporablja za čezmejno gibanje živih spremenjenih organizmov, ki so farmacevtski izdelki za ljudi in jih obravnavajo drugi ustrezni mednarodni sporazumi ali organizacije.

Article 6

TRANSIT AND CONTAINED USE

1. Notwithstanding Article 4 and without prejudice to any right of a Party of transit to regulate the transport of living modified organisms through its territory and make available to the Biosafety Clearing-House, any decision of that Party, subject to Article 2, paragraph 3, regarding the transit through its territory of a specific living modified organism, the provisions of this Protocol with respect to the advance informed agreement procedure shall not apply to living modified organisms in transit.

2. Notwithstanding Article 4 and without prejudice to any right of a Party to subject all living modified organisms to risk assessment prior to decisions on import and to set standards for contained use within its jurisdiction, the provisions of this Protocol with respect to the advance informed agreement procedure shall not apply to the transboundary movement of living modified organisms destined for contained use undertaken in accordance with the standards of the Party of import.

Article 7

APPLICATION OF THE ADVANCE INFORMED AGREEMENT PROCEDURE

1. Subject to Articles 5 and 6, the advance informed agreement procedure in Articles 8 to 10 and 12 shall apply prior to the first intentional transboundary movement of living modified organisms for intentional introduction into the environment of the Party of import.

2. "Intentional introduction into the environment" in paragraph 1 above, does not refer to living modified organisms intended for direct use as food or feed, or for processing.

3. Article 11 shall apply prior to the first transboundary movement of living modified organisms intended for direct use as food or feed, or for processing.

4. The advance informed agreement procedure shall not apply to the intentional transboundary movement of living modified organisms identified in a decision of the Conference of the Parties serving as the meeting of the Parties to this Protocol as being not likely to have adverse effects on the conservation and sustainable use of biological diversity, taking also into account risks to human health.

Article 8

NOTIFICATION

1. The Party of export shall notify, or require the exporter to ensure notification to, in writing, the competent national authority of the Party of import prior to the intentional transboundary movement of a living modified organism that falls within the scope of Article 7, paragraph 1. The notification shall contain, at a minimum, the information specified in Annex I.

2. The Party of export shall ensure that there is a legal requirement for the accuracy of information provided by the exporter.

Article 9

ACKNOWLEDGEMENT OF RECEIPT OF NOTIFICATION

1. The Party of import shall acknowledge receipt of the notification, in writing, to the notifier within ninety days of its receipt.

2. The acknowledgement shall state:

(a) The date of receipt of the notification;

(b) Whether the notification, prima facie, contains the information referred to in Article 8;

6. člen

TRANZIT IN UPORABA V ZAPRTIH SISTEMIH

1. Ne glede na 4. člen in brez vpliva na pravico pogodbenice tranzita, da uredi prevoz živih spremenjenih organizmov čez svoje ozemlje in da omogoči Uradu za izmenjavo informacij o biološki varnosti vpogled v svojo odločitev o tranzitu določenih živih spremenjenih organizmov čez njeno ozemlje, pri čemer pa mora upoštevati tretji odstavek 2. člena, se določbe tega protokola glede postopka soglasja po vnaprejšnjem obveščanju ne uporabljajo za žive spremenjene organizme v tranzitu.

2. Ne glede na 4. člen in brez vpliva na kakršno koli pravico pogodbenice, da za vsak živ spremenjen organizem izvede oceno tveganja, preden se odloči o uvozu, in da določi standarde za uporabo v zaprtih sistemih, ki so v njeni pristojnosti, se določbe tega protokola glede postopka soglasja po vnaprejšnjem obveščanju ne uporabljajo za čezmejno gibanje živih spremenjenih organizmov, namenjenih za uporabo v zaprtih sistemih, ki je skladna s standardi pogodbenice uvoznice.

7. člen

UPORABA POSTOPKA SOGLASJA PO VNAPREJŠNJEM OBVEŠČANJU

1. Ob upoštevanju 5. in 6. člena se postopek soglasja po vnaprejšnjem obveščanju iz 8., 9., 10. in 12. člena uporablja pred prvim namernim čezmejnim gibanjem živih spremenjenih organizmov za nameren vnos teh organizmov v okolje pogodbenice uvoznice.

2. Nameren vnos v okolje iz prvega odstavka se ne nanaša na žive spremenjene organizme, ki so namenjeni za neposredno uporabo kot hrana ali krma ali pa za predelavo.

3. Enajsti člen se uporablja pred prvim čezmejnim gibanjem živih spremenjenih organizmov, ki so namenjeni za neposredno uporabo kot hrana ali krma ali pa za predelavo.

4. Postopek soglasja po vnaprejšnjem obveščanju se ne uporablja za namerno čezmejno gibanje živih spremenjenih organizmov, ki so po sklepu Konference pogodbenic kot zasedanje pogodbenic tega protokola določeni kot organizmi, za katere ni verjetno, da škodljivo vplivajo na ohranjanje in trajnostno uporabo biološke raznovrstnosti, pri čemer je treba upoštevati tudi tveganje za zdravje ljudi.

8. člen

OBVESTILO

1. Pred namernim čezmejnim gibanjem živih spremenjenih organizmov v skladu s prvim odstavkom a 7. člena pogodbenica izvoznica pisno obvesti pristojni državni organ pogodbenice uvoznice ali zahteva od izvoznika, da zagotovi pisno obvestilo temu organu. Obvestilo vsebuje vsaj informacije, navedene v prilogi I.

2. Pogodbenica izvoznica zagotovi, da je zahteva za točnost podatkov, ki jih navede izvoznik, pravno predpisana.

9. člen

POTRDITEV PREJEMA OBVESTILA

1. Pogodbenica uvoznica obvestitelju pisno potrdi prejem obvestila v devetdesetih dneh od njegovega prejema.

2. V potrdilu se navede:

(a) datum prejema obvestila;

(b) ali prvotno obvestilo vsebuje podatke, navedene v 8. členu;

(c) Whether to proceed according to the domestic regulatory framework of the Party of import or according to the procedure specified in Article 10.

3. The domestic regulatory framework referred to in paragraph 2 (c) above, shall be consistent with this Protocol.

4. A failure by the Party of import to acknowledge receipt of a notification shall not imply its consent to an intentional transboundary movement.

Article 10
DECISION PROCEDURE

1. Decisions taken by the Party of import shall be in accordance with Article 15.

2. The Party of import shall, within the period of time referred to in Article 9, inform the notifier, in writing, whether the intentional transboundary movement may proceed:

(a) Only after the Party of import has given its written consent; or

(b) After no less than ninety days without a subsequent written consent.

3. Within two hundred and seventy days of the date of receipt of notification, the Party of import shall communicate, in writing, to the notifier and to the Biosafety Clearing-House the decision referred to in paragraph 2 (a) above:

(a) Approving the import, with or without conditions, including how the decision will apply to subsequent imports of the same living modified organism;

(b) Prohibiting the import;

(c) Requesting additional relevant information in accordance with its domestic regulatory framework or Annex I; in calculating the time within which the Party of import is to respond, the number of days it has to wait for additional relevant information shall not be taken into account; or

(d) Informing the notifier that the period specified in this paragraph is extended by a defined period of time.

4. Except in a case in which consent is unconditional, a decision under paragraph 3 above, shall set out the reasons on which it is based.

5. A failure by the Party of import to communicate its decision within two hundred and seventy days of the date of receipt of the notification shall not imply its consent to an intentional transboundary movement.

6. Lack of scientific certainty due to insufficient relevant scientific information and knowledge regarding the extent of the potential adverse effects of a living modified organism on the conservation and sustainable use of biological diversity in the Party of import, taking also into account risks to human health, shall not prevent that Party from taking a decision, as appropriate, with regard to the import of the living modified organism in question as referred to in paragraph 3 above, in order to avoid or minimize such potential adverse effects.

7. The Conference of the Parties serving as the meeting of the Parties shall, at its first meeting, decide upon appropriate procedures and mechanisms to facilitate decision-making by Parties of import.

(c) ali nadaljevati skladno z notranjepravno ureditvijo pogodbenice uvoznice ali skladno s postopkom, določenim v 10. členu.

3. Notranjepravna ureditev iz točke c drugega odstavka mora biti skladna s tem protokolom.

4. Če pogodbenica uvoznica ne potrdi prejema obvestila, to ne pomeni, da soglaša z namernim čezmejnim gibanjem.

10. člen
POSTOPEK ODLOČANJA

1. Odločitve pogodbenice uvoznice morajo biti skladne s 15. členom.

2. Pogodbenica uvoznica v času, navedenem v 9. členu, pisno obvesti obvestitelja, ali se namerno čezmejno gibanje lahko nadaljuje:

(a) šele po tem, ko je pogodbenica uvoznica izdala pisno soglasje, ali

(b) pa po preteku najmanj devetdeset dni brez naknadnega pisnega soglasja.

3. Pogodbenica uvoznica v dvesto sedemdesetih dneh od prejema obvestila pisno sporoči obvestitelju in Uradu za izmenjavo informacij o biološki varnosti svojo odločitev iz točke a drugega odstavka, s katero:

(a) odobri uvoz s pogoji ali brez njih, vključno s tem, kako se bo odločitev uporabljala pri kasnejšem uvozu istega živega spremenjenega organizma;

(b) prepove uvoz;

(c) zaprosi za ustrezne dodatne informacije skladno s svojo notranjepravno ureditvijo ali prilogo I; pri izračunavanju časa, v katerem mora pogodbenica uvoznica odgovoriti, se ne upoštevajo dnevi, ko pogodbenica čaka na ustrezne dodatne informacije, ali

(d) obvesti obvestitelja, da se obdobje, navedeno v tem odstavku, podaljša za določen čas.

4. V odločitvi iz tretjega odstavka se navedejo razlogi za takšno odločitev, razen če je soglasje brezpogojno.

5. Če pogodbenica uvoznica v dvesto sedemdesetih dneh po prejemu obvestila ne sporoči svoje odločitve, to ne pomeni, da soglaša z namernim čezmejnim gibanjem.

6. Pomanjkanje znanstvene zanesljivosti zaradi pomanjkljivih znanstvenih informacij in pomanjkljivega znanja o obsegu možnih škodljivih vplivov živega spremenjenega organizma na ohranjanje in trajnostno uporabo biološke raznovrstnosti v pogodbenici uvoznici, pri čemer je treba upoštevati tudi tveganje za zdravje ljudi, ne preprečuje tej pogodbenici, da se ustrezno odloči o uvozu tega živega spremenjenega organizma, kot je navedeno v tretjem odstavku, da se izogne takim škodljivim vplivom ali jih čim bolj zmanjša.

7. Konferenca pogodbenic kot zasedanje pogodbenic na svojem prvem zasedanju odloči o ustreznih postopkih in mehanizmih za pomoč pogodbenicam uvoznicam pri odločanju.

Article 11

PROCEDURE FOR LIVING MODIFIED ORGANISMS INTENDED FOR DIRECT USE AS FOOD OR FEED, OR FOR PROCESSING

1. A Party that makes a final decision regarding domestic use, including placing on the market, of a living modified organism that may be subject to transboundary movement for direct use as food or feed, or for processing shall, within fifteen days of making that decision, inform the Parties through the Biosafety Clearing-House. This information shall contain, at a minimum, the information specified in Annex II. The Party shall provide a copy of the information, in writing, to the national focal point of each Party that informs the Secretariat in advance that it does not have access to the Biosafety Clearing-House. This provision shall not apply to decisions regarding field trials.

2. The Party making a decision under paragraph 1 above, shall ensure that there is a legal requirement for the accuracy of information provided by the applicant.

3. Any Party may request additional information from the authority identified in paragraph (b) of Annex II.

4. A Party may take a decision on the import of living modified organisms intended for direct use as food or feed, or for processing, under its domestic regulatory framework that is consistent with the objective of this Protocol.

5. Each Party shall make available to the Biosafety Clearing-House copies of any national laws, regulations and guidelines applicable to the import of living modified organisms intended for direct use as food or feed, or for processing, if available.

6. A developing country Party or a Party with an economy in transition may, in the absence of the domestic regulatory framework referred to in paragraph 4 above, and in exercise of its domestic jurisdiction, declare through the Biosafety Clearing-House that its decision prior to the first import of a living modified organism intended for direct use as food or feed, or for processing, on which information has been provided under paragraph 1 above, will be taken according to the following:

(a) A risk assessment undertaken in accordance with Annex III; and

(b) A decision made within a predictable timeframe, not exceeding two hundred and seventy days.

7. Failure by a Party to communicate its decision according to paragraph 6 above, shall not imply its consent or refusal to the import of a living modified organism intended for direct use as food or feed, or for processing, unless otherwise specified by the Party.

8. Lack of scientific certainty due to insufficient relevant scientific information and knowledge regarding the extent of the potential adverse effects of a living modified organism on the conservation and sustainable use of biological diversity in the Party of import, taking also into account risks to human health, shall not prevent that Party from taking a decision, as appropriate, with regard to the import of that living modified organism intended for direct use as food or feed, or for processing, in order to avoid or minimize such potential adverse effects.

9. A Party may indicate its needs for financial and technical assistance and capacity-building with respect to living modified organisms intended for direct use as food or feed, or for processing. Parties shall cooperate to meet these needs in accordance with Articles 22 and 28.

11. člen

POSTOPEK ZA ŽIVE SPREMENJENE ORGANIZME, NAMENJENE ZA NEPOSREDNO UPORABO KOT HRANA ALI KRMA ALI PA ZA PREDELAVO

1. Pogodbenica, ki se dokončno odloči o domači uporabi, vključno z dajanjem v promet, živih spremenjenih organizmov, ki so lahko predmet čezmejnega gibanja in se neposredno uporabijo kot hrana ali krma ali pa za predelavo, v petnajstih dneh od te odločitve obvesti pogodbenice prek Urada za izmenjavo informacij o biološki varnosti. Obvestilo vsebuje vsaj informacije, navedene v prilogi II. Pogodbenica pošlje kopijo obvestila v pisni obliki osebi za stike vsake pogodbenice, ki je sekretariat vnaprej obvestila, da nima dostopa do Urada za izmenjavo informacij o biološki varnosti. Ta določba se ne uporablja za odločitve o poljskih poskusih.

2. Pogodbenica, ki se odloči skladno s prvim odstavkom, zagotovi, da je zahteva za točnost podatkov, ki jih navede prosilec, pravno predpisana.

3. Vsaka pogodbenica lahko od organa, opredeljenega v odstavku b priloge II, zahteva dodatne informacije.

4. Pogodbenica se lahko odloči o uvozu živih spremenjenih organizmov, ki so namenjeni za neposredno uporabo kot hrana ali krma ali pa za predelavo, skladno s svojo notranjepravno ureditvijo, ki se ujema s ciljem tega protokola.

5. Vsaka pogodbenica da Uradu za izmenjavo informacij o biološki varnosti na voljo kopije svojih zakonov, predpisov in smernic, ki se uporabljajo za uvoz živih spremenjenih organizmov, namenjenih za neposredno uporabo kot hrana ali krma ali pa za predelavo, če obstajajo.

6. Če pogodbenica, ki je država v razvoju ali katere gospodarstvo je v prehodu, nima notranjepravne ureditve iz četrtega odstavka in izvaja svoje pristojnosti, lahko prek Urada za izmenjavo informacij o biološki varnosti razglasi, da bo svojo odločitev pred prvim uvozom živega spremenjenega organizma, ki je namenjen za neposredno uporabo kot hrana ali krma ali pa za predelavo in o katerem so bile zagotovljene informacije skladno s prvim odstavkom, sprejela glede na:

(a) oceno tveganja, opravljeno skladno s prilogo III, in

(b) odločitev, sprejeto v predvidljivem časovnem obdobju, ki ne presega dvesto sedemdeset dni.

7. Če pogodbenica ne sporoči svoje odločitve po šestem odstavku, to ne pomeni, da soglaša z uvozom živega spremenjenega organizma, ki je namenjen za neposredno uporabo kot hrana ali krma ali pa za predelavo, ali da uvoz takega organizma zavrača, razen če pogodbenica odloči drugače.

8. Pomanjkanje znanstvene zanesljivosti zaradi pomanjkljivih znanstvenih informacij in pomanjkljivega znanja o obsegu možnih škodljivih vplivov živega spremenjenega organizma na ohranjanje in trajnostno uporabo biološke raznovrstnosti v pogodbenici uvoznici, pri čemer je treba upoštevati tudi tveganje za zdravje ljudi, ji ne preprečuje, da se ustrezno odloči o uvozu tega živega spremenjenega organizma, ki je namenjen za neposredno uporabo kot hrana ali krma ali pa za predelavo, da se izogne takim škodljivim vplivom ali jih čim bolj zmanjša.

9. Pogodbenica lahko izrazi svoje potrebe po denarni ali strokovni pomoči ter institucionalni in kadrovski krepitvi v zvezi z živimi spremenjenimi organizmi, ki so namenjeni za neposredno uporabo kot hrana ali krma ali pa za predelavo. Pogodbenice sodelujejo, da zadovoljijo potrebe skladno z 22. in 28. členom.

Article 12
REVIEW OF DECISIONS

1. A Party of import may, at any time, in light of new scientific information on potential adverse effects on the conservation and sustainable use of biological diversity, taking also into account the risks to human health, review and change a decision regarding an intentional transboundary movement. In such case, the Party shall, within thirty days, inform any notifier that has previously notified movements of the living modified organism referred to in such decision, as well as the Biosafety Clearing-House, and shall set out the reasons for its decision.

2. A Party of export or a notifier may request the Party of import to review a decision it has made in respect of it under Article 10 where the Party of export or the notifier considers that:

(a) A change in circumstances has occurred that may influence the outcome of the risk assessment upon which the decision was based; or

(b) Additional relevant scientific or technical information has become available.

3. The Party of import shall respond in writing to such a request within ninety days and set out the reasons for its decision.

4. The Party of import may, at its discretion, require a risk assessment for subsequent imports.

12. člen
PREGLED ODLOČITEV

1. Pogodbenica uvoznica lahko glede na nova znanstvena spoznanja o možnih škodljivih vplivih na ohranjanje in trajnostno uporabo biološke raznovrstnosti, pri čemer je treba upoštevati tudi tveganje za zdravje ljudi, kadar koli pregleda in spremeni svojo odločitev o namernem čezmejnem gibanju. V takem primeru pogodbenica o tem v tridesetih dneh obvesti vse obvestitelje, ki so predhodno prijavili gibanje živega spremenjenega organizma, o taki odločitvi in tudi Urad za izmenjavo informacij o biološki varnosti ter navede razloge za svojo odločitev.

2. Pogodbenica izvoznica ali obvestitelj lahko zaprosi pogodbenico uvoznico, da pregleda svojo odločitev, sprejeto skladno z 10. členom, če pogodbenica izvoznica ali obvestitelj meni:

(a) da so se okoliščine tako spremenile, da to lahko vpliva na izid ocene tveganja, na kateri je temeljila odločitev, ali

(b) da so na voljo dodatne ustrezne znanstvene in strokovne informacije.

3. Pogodbenica uvoznica v devetdesetih dneh pisno odgovori na tako prošnjo in navede razloge za svojo odločitev.

4. Pogodbenica uvoznica lahko po lastni presoji zaprosi za oceno tveganja za nadaljnji uvoz.

Article 13
SIMPLIFIED PROCEDURE

1. A Party of import may, provided that adequate measures are applied to ensure the safe intentional transboundary movement of living modified organisms in accordance with the objective of this Protocol, specify in advance to the Biosafety Clearing-House:

(a) Cases in which intentional transboundary movement to it may take place at the same time as the movement is notified to the Party of import; and

(b) Imports of living modified organisms to it to be exempted from the advance informed agreement procedure.

Notifications under subparagraph (a) above, may apply to subsequent similar movements to the same Party.

2. The information relating to an intentional transboundary movement that is to be provided in the notifications referred to in paragraph 1 (a) above, shall be the information specified in Annex I.

13. člen
POENOSTAVLJENI POSTOPEK

1. Če se izvajajo primerni ukrepi za zagotavljanje varnega namernega čezmejnega gibanja živih spremenjenih organizmov skladno s ciljem tega protokola, lahko pogodbenica Uradu za izmenjavo informacij o biološki varnosti vnaprej navede:

(a) v katerih primerih se lahko namerno čezmejno gibanje izvede v to državo uvoznico hkrati, ko je o tem obveščena, in

(b) vsakokratni uvoz živih spremenjenih organizmov v to državo uvoznico, ki ga je treba izvzeti iz postopka soglasja po vnaprejšnjem obveščanju.

Obvestila iz pododstavka a se lahko uporabljajo za nadaljnja podobna gibanja v isto pogodbenico.

2. Informacije, ki se nanašajo na namerno čezmejno gibanje in jih je treba navesti v obvestilih, navedenih v točki a prvega odstavka, so informacije, določene v prilogi I.

Article 14
BILATERAL, REGIONAL AND MULTILATERAL AGREEMENTS AND ARRANGEMENTS

1. Parties may enter into bilateral, regional and multilateral agreements and arrangements regarding intentional transboundary movements of living modified organisms, consistent with the objective of this Protocol and provided that such agreements and arrangements do not result in a lower level of protection than that provided for by the Protocol.

2. The Parties shall inform each other, through the Biosafety Clearing-House, of any such bilateral, regional and multilateral agreements and arrangements that they have entered into before or after the date of entry into force of this Protocol.

3. The provisions of this Protocol shall not affect intentional transboundary movements that take place pursuant to such agreements and arrangements as between the parties to those agreements or arrangements.

14. člen
DVOSTRANSKI, REGIONALNI IN VEČSTRANSKI SPORAZUMI, DOGOVORI

1. Pogodbenice lahko sklenejo dvostranske, regionalne in večstranske sporazume ter dogovore o namernem čezmejnem gibanju živih spremenjenih organizmov, ki so skladni s ciljem tega protokola, če taki sporazumi in dogovori ne znižajo ravni varstva, ki ga zagotavlja ta protokol.

2. Pogodbenice prek Urada za izmenjavo informacij o biološki varnosti druga drugo obvestijo o vsakem takem dvostranskem, regionalnem in večstranskem sporazumu ter dogovoru, ki so ga sklenile pred uveljavitvijo tega protokola ali po njej.

3. Določbe tega protokola ne vplivajo na namerno čezmejno gibanje, ki se izvede na podlagi takih sporazumov, dogovorov med pogodbenicami teh sporazumov ali dogovorov.

4. Any Party may determine that its domestic regulations shall apply with respect to specific imports to it and shall notify the Biosafety Clearing-House of its decision.

Article 15
RISK ASSESSMENT

1. Risk assessments undertaken pursuant to this Protocol shall be carried out in a scientifically sound manner, in accordance with Annex III and taking into account recognized risk assessment techniques. Such risk assessments shall be based, at a minimum, on information provided in accordance with Article 8 and other available scientific evidence in order to identify and evaluate the possible adverse effects of living modified organisms on the conservation and sustainable use of biological diversity, taking also into account risks to human health.

2. The Party of import shall ensure that risk assessments are carried out for decisions taken under Article 10. It may require the exporter to carry out the risk assessment.

3. The cost of risk assessment shall be borne by the notifier if the Party of import so requires.

Article 16
RISK MANAGEMENT

1. The Parties shall, taking into account Article 8 (g) of the Convention, establish and maintain appropriate mechanisms, measures and strategies to regulate, manage and control risks identified in the risk assessment provisions of this Protocol associated with the use, handling and transboundary movement of living modified organisms.

2. Measures based on risk assessment shall be imposed to the extent necessary to prevent adverse effects of the living modified organism on the conservation and sustainable use of biological diversity, taking also into account risks to human health, within the territory of the Party of import.

3. Each Party shall take appropriate measures to prevent unintentional transboundary movements of living modified organisms, including such measures as requiring a risk assessment to be carried out prior to the first release of a living modified organism.

4. Without prejudice to paragraph 2 above, each Party shall endeavour to ensure that any living modified organism, whether imported or locally developed, has undergone an appropriate period of observation that is commensurate with its life-cycle or generation time before it is put to its intended use.

5. Parties shall cooperate with a view to:

(a) Identifying living modified organisms or specific traits of living modified organisms that may have adverse effects on the conservation and sustainable use of biological diversity, taking also into account risks to human health; and

(b) Taking appropriate measures regarding the treatment of such living modified organisms or specific traits.

Article 17
UNINTENTIONAL TRANSBOUNDARY MOVEMENTS AND EMERGENCY MEASURES

1. Each Party shall take appropriate measures to notify affected or potentially affected States, the Biosafety Clearing-House and, where appropriate, relevant international organizations, when it knows of an occurrence under its jurisdiction resulting in a release that leads, or may lead, to an unintentional transboundary movement of a living modi-

4. Vsaka pogodbenica lahko določi, da za posamezen uvoz veljajo njeni predpisi, in o svoji odločitvi obvesti Urad za izmenjavo informacij o biološki varnosti.

15. člen
OCENA TVEGANJA

1. Ocena tveganja se na podlagi tega protokola izvede na znanstveno dobro premišljen način skladno s prilogo III in ob upoštevanju priznanih postopkov ocene tveganja. Taka ocena temelji vsaj na informacijah, pridobljenih skladno z 8. členom, in drugih razpoložljivih znanstvenih dokazih, zato da se določijo in ovrednotijo možni škodljivi vplivi živih spremenjenih organizmov na ohranjanje in trajnostno uporabo biološke raznovrstnosti, pri čemer je treba upoštevati tudi tveganje za zdravje ljudi.

2. Pogodbenica uvoznica zagotovi, da se za vsako odločitev, sprejeto skladno z 8. členom, izvede ocena tveganja. Od izvoznika lahko zahteva, da izvede oceno tveganja.

3. Stroške izvedbe ocene tveganja krije obvestitelj, če tako zahteva pogodbenica uvoznica.

16. člen
OBVLADOVANJE TVEGANJA

1. Pogodbenice ob upoštevanju točke g 8. člena konvencije uvedejo in vzdržujejo primerne mehanizme, ukrepe in strategije za uravnavanje, obvladovanje in nadzor nad tveganjem, določene v določbah o oceni tveganja iz tega protokola, povezane z uporabo in čezmejnim gibanjem živih spremenjenih organizmov in ravnanjem z njimi.

2. Ukrepi, ki temeljijo na oceni tveganja, se uvedejo v obsegu, ki je potreben za preprečevanje škodljivih vplivov živih spremenjenih organizmov na ohranjanje in trajnostno uporabo biološke raznovrstnosti, pri čemer je treba upoštevati tudi tveganje za zdravje ljudi na ozemlju pogodbenice uvoznice.

3. Vsaka pogodbenica sprejme ustrezne ukrepe za preprečevanje nenamernega čezmejnega gibanja živih spremenjenih organizmov, vključno s takimi ukrepi, kot je zahteva, da se pred prvo sprostitvijo živega spremenjenega organizma izvede ocena tveganja.

4. Brez vpliva na drugi odstavek si vsaka pogodbenica prizadeva zagotoviti, da se vsak živ spremenjen organizem, uvožen ali razvit doma, opazuje, preden se uporabi za svoj namen, in sicer v obdobju, ki je sorazmerno z njegovim življenjskim ciklusom ali generacijsko dobo.

5. Pogodbenice sodelujejo z namenom:

(a) da določijo žive spremenjene organizme ali posebne gensko pogojene lastnosti živih spremenjenih organizmov, ki bi lahko škodljivo vplivali na ohranjanje in trajnostno uporabo biološke raznovrstnosti, pri čemer je treba upoštevati tudi tveganje za zdravje ljudi, in

(b) da sprejmejo primerne ukrepe glede obravnavanja takih živih spremenjenih organizmov ali posebnih gensko pogojenih lastnosti.

17. člen
NENAMERNO ČEZMEJNO GIBANJE IN IZREDNI UKREPI

1. Vsaka pogodbenica sprejme ustrezne ukrepe za obveščanje držav, ki so ali bi lahko bile prizadete, Urada za izmenjavo informacij o biološki varnosti, in če je primerno, ustreznih mednarodnih organizacij, kadar ve za dogodek, ki je v njeni pristojnosti in katerega posledica je bila sprostitev, ki vodi ali bi lahko vodila k nenamernemu čezmejnemu giba-

fied organism that is likely to have significant adverse effects on the conservation and sustainable use of biological diversity, taking also into account risks to human health in such States. The notification shall be provided as soon as the Party knows of the above situation.

2. Each Party shall, no later than the date of entry into force of this Protocol for it, make available to the Biosafety Clearing-House the relevant details setting out its point of contact for the purposes of receiving notifications under this Article.

3. Any notification arising from paragraph 1 above, should include:

(a) Available relevant information on the estimated quantities and relevant characteristics and/or traits of the living modified organism;

(b) Information on the circumstances and estimated date of the release, and on the use of the living modified organism in the originating Party;

(c) Any available information about the possible adverse effects on the conservation and sustainable use of biological diversity, taking also into account risks to human health, as well as available information about possible risk management measures;

(d) Any other relevant information; and

(e) A point of contact for further information.

4. In order to minimize any significant adverse effects on the conservation and sustainable use of biological diversity, taking also into account risks to human health, each Party, under whose jurisdiction the release of the living modified organism referred to in paragraph 1 above, occurs, shall immediately consult the affected or potentially affected States to enable them to determine appropriate responses and initiate necessary action, including emergency measures.

Article 18
HANDLING, TRANSPORT, PACKAGING AND IDENTIFICATION

1. In order to avoid adverse effects on the conservation and sustainable use of biological diversity, taking also into account risks to human health, each Party shall take necessary measures to require that living modified organisms that are subject to intentional transboundary movement within the scope of this Protocol are handled, packaged and transported under conditions of safety, taking into consideration relevant international rules and standards.

2. Each Party shall take measures to require that documentation accompanying:

(a) Living modified organisms that are intended for direct use as food or feed, or for processing, clearly identifies that they "may contain" living modified organisms and are not intended for intentional introduction into the environment, as well as a contact point for further information. The Conference of the Parties serving as the meeting of the Parties to this Protocol shall take a decision on the detailed requirements for this purpose, including specification of their identity and any unique identification, no later than two years after the date of entry into force of this Protocol;

(b) Living modified organisms that are destined for contained use clearly identifies them as living modified organisms; and specifies any requirements for the safe handling, storage, transport and use, the contact point for further information, including the name and address of the individual and institution to whom the living modified organisms are consigned; and

nju živih spremenjenih organizmov, za katere je verjetno, da bodo občutno škodljivo vplivali na ohranjanje in trajnostno uporabo biološke raznovrstnosti, pri čemer je treba upoštevati tudi tveganje za zdravje ljudi v teh državah. Pogodbenice pošljejo obvestilo takoj, ko izvejo za tak dogodek.

2. Vsaka pogodbenica najkasneje na dan, ko zanjo začne veljati protokol, Uradu za izmenjavo informacij o biološki varnosti omogoči dostop do ustreznih podatkov o osebi za stike za sprejemanje obvestil iz tega člena.

3. Vsako obvestilo iz prvega odstavka mora vsebovati:

(a) ustrezne razpoložljive informacije o ocenjeni količini in ustreznih značilnostih in/ali gensko pogojenih lastnostih živih spremenjenih organizmov;

(b) informacije o okoliščinah in predvidenem datumu sprostitve živih spremenjenih organizmov ter o uporabi teh organizmov v pogodbenici izvora;

(c) vse razpoložljive informacije o možnih škodljivih vplivih na ohranjanje in trajnostno uporabo biološke raznovrstnosti, pri čemer je treba upoštevati tudi tveganje za zdravje ljudi, ter razpoložljive informacije o možnih ukrepih obvladovanja tveganja;

(d) druge ustrezne informacije in

(e) naslov osebe za stike za nadaljnje informacije.

4. Vsaka pogodbenica, v pristojnosti katere je prišlo do sprostitve živih spremenjenih organizmov in je omenjena v prvem odstavku, se takoj posvetuje z državami, ki so ali bi lahko bile prizadete, da jim omogoči, da se ustrezno odzovejo in začnejo izvajati potrebne ukrepe, vključno z izrednimi ukrepi, da na najmanjšo možno raven zmanjšajo vse občutno škodljive vplive na ohranjanje in trajnostno uporabo biološke raznovrstnosti, pri čemer je treba upoštevati tudi tveganje za zdravje ljudi.

18. člen
PREVOZ, PAKIRANJE IN OZNAČEVANJE ŽIVIH SPREMENJENIH ORGANIZMOV TER RAVNANJE Z NJIMI

1. Vsaka pogodbenica sprejme potrebne ukrepe, s katerimi zahteva, da se živi spremenjeni organizmi, ki so predmet namernega čezmejnega gibanja po tem protokolu, pakirajo in prevažajo ter da se z njimi ravna skladno s pogoji, ki zagotavljajo varnost, ob upoštevanju ustreznih mednarodnih pravil in standardov, da bi se izognili škodljivim vplivom na ohranjanje in trajnostno uporabo biološke raznovrstnosti, pri čemer je treba upoštevati tudi tveganje za zdravje ljudi.

2. Vsaka pogodbenica sprejme potrebne ukrepe, s katerimi zahteva, da spremljajoči dokumenti jasno opredeljujejo:

(a) da živi spremenjeni organizmi, ki so namenjeni za neposredno uporabo kot hrana, krma ali pa za predelavo, "lahko vsebujejo" žive spremenjene organizme in niso namenjeni namernemu vnosu v okolje, pa tudi naslov osebe za stike za nadaljnje informacije. Konferenca pogodbenic kot zasedanje pogodbenic tega protokola se odloči o podrobnih zahtevah za ta namen, vključno z natančno določitvijo njihove istovetnosti in oznake, najkasneje dve leti po uveljavitvi tega protokola;

(b) žive spremenjene organizme, ki so namenjeni za uporabo v zaprtih sistemih, kot žive spremenjene organizme in določajo zahteve za varno ravnanje z njimi in njihovo varno shranjevanje, prevažanje in uporabo ter naslov osebe za stike za nadaljnje informacije in ime in naslov posameznika in ustanove, katerima so bili organizmi izročeni, in

(c) Living modified organisms that are intended for intentional introduction into the environment of the Party of import and any other living modified organisms within the scope of the Protocol, clearly identifies them as living modified organisms; specifies the identity and relevant traits and/or characteristics, any requirements for the safe handling, storage, transport and use, the contact point for further information and, as appropriate, the name and address of the importer and exporter; and contains a declaration that the movement is in conformity with the requirements of this Protocol applicable to the exporter.

3. The Conference of the Parties serving as the meeting of the Parties to this Protocol shall consider the need for and modalities of developing standards with regard to identification, handling, packaging and transport practices, in consultation with other relevant international bodies.

Article 19
COMPETENT NATIONAL AUTHORITIES AND NATIONAL FOCAL POINTS

1. Each Party shall designate one national focal point to be responsible on its behalf for liaison with the Secretariat. Each Party shall also designate one or more competent national authorities, which shall be responsible for performing the administrative functions required by this Protocol and which shall be authorized to act on its behalf with respect to those functions. A Party may designate a single entity to fulfil the functions of both focal point and competent national authority.

2. Each Party shall, no later than the date of entry into force of this Protocol for it, notify the Secretariat of the names and addresses of its focal point and its competent national authority or authorities. Where a Party designates more than one competent national authority, it shall convey to the Secretariat, with its notification thereof, relevant information on the respective responsibilities of those authorities. Where applicable, such information shall, at a minimum, specify which competent authority is responsible for which type of living modified organism. Each Party shall forthwith notify the Secretariat of any changes in the designation of its national focal point or in the name and address or responsibilities of its competent national authority or authorities.

3. The Secretariat shall forthwith inform the Parties of the notifications it receives under paragraph 2 above, and shall also make such information available through the Biosafety Clearing-House.

Article 20
INFORMATION SHARING AND THE BIOSAFETY CLEARING-HOUSE

1. A Biosafety Clearing-House is hereby established as part of the clearing-house mechanism under Article 18, paragraph 3, of the Convention, in order to:

(a) Facilitate the exchange of scientific, technical, environmental and legal information on, and experience with, living modified organisms; and

(b) Assist Parties to implement the Protocol, taking into account the special needs of developing country Parties, in particular the least developed and small island developing States among them, and countries with economies in transition as well as countries that are centres of origin and centres of genetic diversity.

(c) žive spremenjene organizme, ki so namenjeni namernemu vnosu v okolje pogodbenice uvoznice, in druge žive spremenjene organizme po tem protokolu kot žive spremenjene organizme; določajo istovetnost in ustrezne lastnosti in/ali značilnosti, zahteve za varno ravnanje z njimi in njihovo varno shranjevanje, prevažanje in uporabo, naslov osebe za stike za nadaljnje informacije, in če je potrebno, ime in naslov uvoznika in izvoznika; vsebujejo tudi izjavo, da je gibanje skladno z zahtevami tega protokola, ki veljajo za izvoznika.

3. Konferenca pogodbenic kot zasedanje pogodbenic tega protokola prouči potrebnost ter pogoje in načine priprave standardov glede na postopke označevanja, pakiranja, prevoza in ravnanja, o čemer se posvetuje z drugimi ustreznimi mednarodnimi organi.

19. člen
PRISTOJNI DRŽAVNI ORGANI IN OSEBE ZA STIKE V DRŽAVI

1. Vsaka pogodbenica imenuje eno osebo za stike, ki je v njenem imenu odgovorna za stike s sekretariatom. Vsaka pogodbenica imenuje tudi enega ali več pristojnih državnih organov, odgovornih za izvajanje upravnih nalog, ki jih zahteva ta protokol, in pooblaščenih, da v zvezi s temi nalogami delujejo v imenu pogodbenice. Pogodbenica lahko imenuje organ, ki deluje hkrati kot točka za stike in pristojni državni organ.

2. Vsaka pogodbenica najkasneje na dan, ko zanjo začne veljati ta protokol, sekretariat obvesti o imenih in naslovih svojih oseb za stike in pristojnega državnega organa ali organov. Če pogodbenica imenuje več kot en pristojen državni organ, v obvestilu o tem sporoči sekretariatu ustrezne informacije o odgovornostih posameznega organa. Če je to primerno, je v takih informacijah navedeno vsaj to, kateri pristojni organ je odgovoren za posamezno vrsto živih spremenjenih organizmov. Vsaka pogodbenica nemudoma obvesti sekretariat o spremembah pri imenovanju svojih oseb za stike ali o spremembah imen in naslovov ali odgovornosti njenega pristojnega državnega organa ali organov.

3. Sekretariat nemudoma obvesti pogodbenice o obvestilih, ki jih je prejel skladno z drugim odstavkom, in prek Urada za izmenjavo informacij o biološki varnosti omogoči dostopnost do teh informacij.

20. člen
IZMENJAVA INFORMACIJ IN URAD ZA IZMENJAVO INFORMACIJ O BIOLOŠKI VARNOSTI

1. Ustanovi se Urad za izmenjavo informacij o biološki varnosti kot del mehanizma za izmenjavo informacij iz tretjega odstavka 18. člena konvencije:

(a) da olajša izmenjavo znanstvenih, strokovnih, okoljskih in pravnih informacij o živih spremenjenih organizmih ter o izkušnjah z njimi;

(b) da pomaga pogodbenicam pri izvajanju protokola ob upoštevanju posebnih potreb pogodbenic držav v razvoju, zlasti najmanj razvitih držav in majhnih otoških držav v razvoju, ter držav, katerih gospodarstvo je v prehodu ali so središča izvora in genske raznovrstnosti.

2. The Biosafety Clearing-House shall serve as a means through which information is made available for the purposes of paragraph 1 above. It shall provide access to information made available by the Parties relevant to the implementation of the Protocol. It shall also provide access, where possible, to other international biosafety information exchange mechanisms.

3. Without prejudice to the protection of confidential information, each Party shall make available to the Biosafety Clearing-House any information required to be made available to the Biosafety Clearing-House under this Protocol, and:

(a) Any existing laws, regulations and guidelines for implementation of the Protocol, as well as information required by the Parties for the advance informed agreement procedure;

(b) Any bilateral, regional and multilateral agreements and arrangements;

(c) Summaries of its risk assessments or environmental reviews of living modified organisms generated by its regulatory process, and carried out in accordance with Article 15, including, where appropriate, relevant information regarding products thereof, namely, processed materials that are of living modified organism origin, containing detectable novel combinations of replicable genetic material obtained through the use of modern biotechnology;

(d) Its final decisions regarding the importation or release of living modified organisms; and

(e) Reports submitted by it pursuant to Article 33, including those on implementation of the advance informed agreement procedure.

4. The modalities of the operation of the Biosafety Clearing-House, including reports on its activities, shall be considered and decided upon by the Conference of the Parties serving as the meeting of the Parties to this Protocol at its first meeting, and kept under review thereafter.

Article 21
CONFIDENTIAL INFORMATION

1. The Party of import shall permit the notifier to identify information submitted under the procedures of this Protocol or required by the Party of import as part of the advance informed agreement procedure of the Protocol that is to be treated as confidential. Justification shall be given in such cases upon request.

2. The Party of import shall consult the notifier if it decides that information identified by the notifier as confidential does not qualify for such treatment and shall, prior to any disclosure, inform the notifier of its decision, providing reasons on request, as well as an opportunity for consultation and for an internal review of the decision prior to disclosure.

3. Each Party shall protect confidential information received under this Protocol, including any confidential information received in the context of the advance informed agreement procedure of the Protocol. Each Party shall ensure that it has procedures to protect such information and shall protect the confidentiality of such information in a manner no less favourable than its treatment of confidential information in connection with domestically produced living modified organisms.

4. The Party of import shall not use such information for a commercial purpose, except with the written consent of the notifier.

2. Urad za izmenjavo informacij o biološki varnosti je organ, prek katerega je za namene prvega odstavka omogočen dostop do informacij. Urad omogoči dostop do informacij, ki so jih pogodbenice dale na razpolago in so pomembne za izvajanje tega protokola. Če je mogoče, olajša tudi dostop do drugih mednarodnih mehanizmov za izmenjavo informacij o biološki varnosti.

3. Brez vpliva na varovanje zaupnih informacij vsaka pogodbenica Uradu za izmenjavo informacij o biološki varnosti omogoči dostop do vsake informacije, ki mora biti skladno s tem protokolom dostopna uradu in do:

(a) vseh veljavnih zakonov, predpisov in smernic za izvajanje protokola ter informacij, ki jih pogodbenice zahtevajo za postopke soglasja po vnaprejšnjem obveščanju;

(b) vseh dvostranskih, regionalnih ter večstranskih sporazumov in dogovorov;

(c) povzetkov izdelanih ocen tveganja ali okoljskih pregledov živih spremenjenih organizmov na podlagi pravne ureditve, ki so bil izvedeni skladno s 15. členom, če je primerno, pa tudi z ustreznimi informacijami, ki se nanašajo na izdelke iz teh organizmov (predelan material, ki izvira iz živih spremenjenih organizmov), ki vsebujejo zaznavne nove kombinacije genskega materiala, ki se lahko podvaja in je bil pridobljen z uporabo sodobne biotehnologije;

(d) svojih končnih odločitev v zvezi z uvažanjem ali sproščanjem živih spremenjenih organizmov in

(e) poročil, ki jih predloži skladno s 33. členom skupaj s tistimi o izvajanju postopka soglasja po vnaprejšnjem obveščanju.

4. Pogoje in način delovanja Urada za izmenjavo informacij o biološki varnosti skupaj s poročili o njegovih dejavnostih prouči in o njih odloči Konferenca pogodbenic kot zasedanje pogodbenic tega protokola na svojem prvem zasedanju ter jih nato redno pregleduje.

21. člen
ZAUPNE INFORMACIJE

1. Pogodbenica uvoznica dovoli obvestitelju določiti, katere informacije, ki so bile predložene skladno s postopki tega protokola ali jih je pogodbenica uvoznica zahtevala kot del postopka soglasja po vnaprejšnjem obveščanju iz tega protokola, se obravnavajo kot z zaupne. V takih primerih obvestitelj na zahtevo utemelji svojo odločitev.

2. Pogodbenica uvoznica se posvetuje z obvestiteljem, če odloči, da informacije, ki jih je obvestitelj določil za zaupne, ne izpolnjujejo pogojev za tako obravnavo in pred razkritjem takih informacij obvesti obvestitelja o svoji odločitvi; na zahtevo navede razloge ter pred razkritjem informacij omogoči posvetovanje in notranje preverjanje odločitve.

3. Vsaka pogodbenica varuje zaupne informacije, ki jih prejme po tem protokolu, skupaj s katero koli zaupno informacijo, ki jo prejme v zvezi s postopkom soglasja po vnaprejšnjem obveščanju iz tega protokola. Vsaka pogodbenica zagotovi postopke za varovanje takih informacij in varuje zaupnost takih informacij na način, ki ni nič manj ugoden kot način obravnavanja zaupnih informacij v zvezi z živimi spremenjenimi organizmi, proizvedenimi v tej pogodbenici.

4. Pogodbenica uvoznica ne uporabi takih informacij v tržne namene, razen s pisnim soglasjem obvestitelja.

5. If a notifier withdraws or has withdrawn a notification, the Party of import shall respect the confidentiality of commercial and industrial information, including research and development information as well as information on which the Party and the notifier disagree as to its confidentiality.

6. Without prejudice to paragraph 5 above, the following information shall not be considered confidential:

(a) The name and address of the notifier;

(b) A general description of the living modified organism or organisms;

(c) A summary of the risk assessment of the effects on the conservation and sustainable use of biological diversity, taking also into account risks to human health; and

(d) Any methods and plans for emergency response.

Article 22

CAPACITY-BUILDING

1. The Parties shall cooperate in the development and/or strengthening of human resources and institutional capacities in biosafety, including biotechnology to the extent that it is required for biosafety, for the purpose of the effective implementation of this Protocol, in developing country Parties, in particular the least developed and small island developing States among them, and in Parties with economies in transition, including through existing global, regional, subregional and national institutions and organizations and, as appropriate, through facilitating private sector involvement.

2. For the purposes of implementing paragraph 1 above, in relation to cooperation, the needs of developing country Parties, in particular the least developed and small island developing States among them, for financial resources and access to and transfer of technology and know-how in accordance with the relevant provisions of the Convention, shall be taken fully into account for capacity-building in biosafety. Cooperation in capacity-building shall, subject to the different situation, capabilities and requirements of each Party, include scientific and technical training in the proper and safe management of biotechnology, and in the use of risk assessment and risk management for biosafety, and the enhancement of technological and institutional capacities in biosafety. The needs of Parties with economies in transition shall also be taken fully into account for such capacity-building in biosafety.

Article 23

PUBLIC AWARENESS AND PARTICIPATION

1. The Parties shall:

(a) Promote and facilitate public awareness, education and participation concerning the safe transfer, handling and use of living modified organisms in relation to the conservation and sustainable use of biological diversity, taking also into account risks to human health. In doing so, the Parties shall cooperate, as appropriate, with other States and international bodies;

(b) Endeavour to ensure that public awareness and education encompass access to information on living modified organisms identified in accordance with this Protocol that may be imported.

2. The Parties shall, in accordance with their respective laws and regulations, consult the public in the decision-making process regarding living modified organisms and shall make the results of such decisions available to the public, while respecting confidential information in accordance with Article 21.

3. Each Party shall endeavour to inform its public about the means of public access to the Biosafety Clearing-House.

5. Če obvestitelj umakne ali je že umaknil obvestilo, pogodbenica uvoznica spoštuje zaupnost tržnih in industrijskih informacij skupaj z informacijami o raziskavah in razvoju ter informacijami, o katerih zaupnosti se pogodbenica in obvestitelj ne strinjata.

6. Ne glede na peti odstavek se ne štejejo kot zaupni:

(a) ime in naslov obvestitelja;

(b) splošen opis živega spremenjenega organizma ali organizmov;

(c) povzetek izdelane ocene tveganja na ohranjanje in trajnostno uporabo biološke raznovrstnosti, pri čemer je treba upoštevati tveganje za zdravje ljudi;

(d) postopke in načrte ukrepov ob nevarnosti.

22. člen

INSTITUCIONALNA IN KADROVSKA KREPITEV

1. Pogodbenice sodelujejo pri razvoju in/ali krepitvi institucij in kadrov na področju biološke varnosti, vključujoč biotehnologijo do mere, ki je potrebna za biološko varnost zaradi učinkovitega izvajanja tega protokola v pogodbenicah državah v razvoju, zlasti v najmanj razvitih in majhnih otoških državah v razvoju ter državah, katerih gospodarstvo je v prehodu, tudi prek obstoječih globalnih, regionalnih, subregionalnih in nacionalnih institucij in organizacij, in če je primerno, s spodbujanjem vključevanja zasebnega sektorja.

2. Za izvajanje prvega odstavka se za krepitev kadrov in institucij na področju biološke varnosti pri sodelovanju v celoti upoštevajo potrebe pogodbenic držav v razvoju, zlasti najmanj razvitih in majhnih otoških držav v razvoju, po finančnih virih in dostopu do tehnologije in strokovnega znanja in po njunem prenosu skladno z ustreznimi določbami konvencije. Sodelovanje pri kadrovski in institucionalni krepitvi glede na različne razmere zmogljivosti in zahteve vsake pogodbenice vključuje znanstveno in tehnično usposabljanje o pravilnem in varnem obvladovanju biotehnologije in o uporabi ocenjevanja in obvladovanja tveganja za zagotavljanje biološke varnosti ter povečevanje tehnoloških in institucionalnih zmogljivosti na področju biološke varnosti. Pri taki kadrovski in institucionalni krepitvi se v celoti upoštevajo tudi potrebe pogodbenic z gospodarstvom v prehodu.

23. člen

OZAVEŠČANJE IN SODELOVANJE JAVNOSTI

1. Pogodbenice:

(a) spodbujajo in pomagajo pri ozaveščanju, izobraževanju in sodelovanju javnosti v zvezi z varnostjo pri prenosu in uporabi živih spremenjenih organizmov ter ravnanju z njimi, ki se nanaša na ohranjanje in trajnostno uporabo biološke raznovrstnosti, pri čemer je treba upoštevati tudi tveganje za zdravje ljudi. Pri tem pogodbenice sodelujejo, če je potrebno, z drugimi državami in mednarodnimi organi;

(b) si prizadevajo zagotoviti, da ozaveščanje in izobraževanje javnosti vključujeta dostop do informacij o živih spremenjenih organizmih, za katere se v skladu s tem protokolom določi, da se lahko uvozijo.

2. Pogodbenice se pri odločanju o živih spremenjenih organizmih skladno s svojimi ustreznimi zakoni in predpisi posvetujejo z javnostjo in zagotovijo, da so izidi takih odločitev dostopni javnosti ob spoštovanju tajnosti informacij v skladu z 21. členom.

3. Vsaka pogodbenica si prizadeva obveščati javnost o načinih dostopa do informacij Urada za izmenjavo informacij o biološki varnosti.

Article 24
NON-PARTIES

1. Transboundary movements of living modified organisms between Parties and non-Parties shall be consistent with the objective of this Protocol. The Parties may enter into bilateral, regional and multilateral agreements and arrangements with non-Parties regarding such transboundary movements.

2. The Parties shall encourage non-Parties to adhere to this Protocol and to contribute appropriate information to the Biosafety Clearing-House on living modified organisms released in, or moved into or out of, areas within their national jurisdictions.

Article 25
ILLEGAL TRANSBOUNDARY MOVEMENTS

1. Each Party shall adopt appropriate domestic measures aimed at preventing and, if appropriate, penalizing transboundary movements of living modified organisms carried out in contravention of its domestic measures to implement this Protocol. Such movements shall be deemed illegal transboundary movements.

2. In the case of an illegal transboundary movement, the affected Party may request the Party of origin to dispose, at its own expense, of the living modified organism in question by repatriation or destruction, as appropriate.

3. Each Party shall make available to the Biosafety Clearing-House information concerning cases of illegal transboundary movements pertaining to it.

Article 26
SOCIO-ECONOMIC CONSIDERATIONS

1. The Parties, in reaching a decision on import under this Protocol or under its domestic measures implementing the Protocol, may take into account, consistent with their international obligations, socio-economic considerations arising from the impact of living modified organisms on the conservation and sustainable use of biological diversity, especially with regard to the value of biological diversity to indigenous and local communities.

2. The Parties are encouraged to cooperate on research and information exchange on any socio-economic impacts of living modified organisms, especially on indigenous and local communities.

Article 27
LIABILITY AND REDRESS

The Conference of the Parties serving as the meeting of the Parties to this Protocol shall, at its first meeting, adopt a process with respect to the appropriate elaboration of international rules and procedures in the field of liability and redress for damage resulting from transboundary movements of living modified organisms, analysing and taking due account of the ongoing processes in international law on these matters, and shall endeavour to complete this process within four years.

Article 28
FINANCIAL MECHANISM AND RESOURCES

1. In considering financial resources for the implementation of this Protocol, the Parties shall take into account the provisions of Article 20 of the Convention.

2. The financial mechanism established in Article 21 of the Convention shall, through the institutional structure entrusted with its operation, be the financial mechanism for this Protocol.

24. člen
NEPOGODBENICE

1. Čezmejno gibanje živih spremenjenih organizmov med pogodbenicami in nepogodbenicami mora biti skladno s ciljem tega protokola. Pogodbenice lahko z nepogodbenicami sklenejo dvostranske, regionalne in večstranske sporazume ter dogovore o takih čezmejnih gibanjih.

2. Pogodbenice spodbujajo nepogodbenice, da upoštevajo ta protokol in Uradu za izmenjavo informacij o biološki varnosti pošljejo ustrezne informacije o živih spremenjenih organizmih, ki so bili sproščeni na območjih v njeni pristojnosti, so prešli na taka območja ali z njih odšli.

25. člen
NEZAKONITO ČEZMEJNO GIBANJE

1. Vsaka pogodbenica sprejme ustrezne ukrepe, namenjene preprečevanju, in če je primerno, kaznovanju čezmejnega gibanja živih spremenjenih organizmov, ki je v nasprotju z njenimi ukrepi za izvajanje tega protokola. Takšno čezmejno gibanje se šteje za nezakonito.

2. Pri nezakonitem čezmejnem gibanju živih spremenjenih organizmov lahko prizadeta pogodbenica zahteva od pogodbenice izvora, da na lastne stroške odstrani take organizme z vrnitvijo ali uničenjem, kot je primerno.

3. Vsaka pogodbenica da Uradu za izmenjavo informacij o biološki varnosti na razpolago informacije o primerih nezakonitega čezmejnega gibanja, ki se nanašajo nanjo.

26. člen
SOCIALNO-EKONOMSKI VIDIKI

1. Pri odločanju o uvozu po tem protokolu ali skladno s svojimi ukrepi za izvajanje protokola lahko pogodbenice skladno s svojimi mednarodnimi obveznostmi upoštevajo socialno-ekonomske vidike vpliva živih spremenjenih organizmov na ohranjanje in trajnostno uporabo biološke raznovrstnosti, zlasti v zvezi z vrednostjo biološke raznovrstnosti za domorodne in lokalne skupnosti.

2. Pogodbenice naj sodelujejo pri raziskavah in izmenjavi informacij o kakršnih koli socialno-ekonomskih vplivih živih spremenjenih organizmov, zlasti na domorodne in lokalne skupnosti.

27. člen
ODGOVORNOST IN NADOMESTILA

Konferenca pogodbenic kot zasedanje pogodbenic tega protokola na svojem prvem zasedanju sprejme postopek za ustrezno pripravo mednarodnih pravil in postopkov na področju odgovornosti in nadomestila za škodo, ki je nastala zaradi čezmejnega gibanja živih spremenjenih organizmov, pri čemer analizira in v zadostni meri upošteva vse postopke v mednarodnem pravu o teh zadevah in si jih prizadeva končati v štirih letih.

28. člen
FINANČNI MEHANIZEM IN VIRI

1. Pri obravnavanju finančnih virov za izvajanje tega protokola pogodbenice upoštevajo določbe 20. člena konvencije.

2. Finančni mehanizem, vzpostavljen v 21. členu konvencije s pomočjo institucionalne strukture, ki ji je bilo zaupano njegovo delovanje, postane finančni mehanizem za ta protokol.

3. Regarding the capacity-building referred to in Article 22 of this Protocol, the Conference of the Parties serving as the meeting of the Parties to this Protocol, in providing guidance with respect to the financial mechanism referred to in paragraph 2 above, for consideration by the Conference of the Parties, shall take into account the need for financial resources by developing country Parties, in particular the least developed and the small island developing States among them.

4. In the context of paragraph 1 above, the Parties shall also take into account the needs of the developing country Parties, in particular the least developed and the small island developing States among them, and of the Parties with economies in transition, in their efforts to identify and implement their capacity-building requirements for the purposes of the implementation of this Protocol.

5. The guidance to the financial mechanism of the Convention in relevant decisions of the Conference of the Parties, including those agreed before the adoption of this Protocol, shall apply, mutatis mutandis, to the provisions of this Article.

6. The developed country Parties may also provide, and the developing country Parties and the Parties with economies in transition avail themselves of, financial and technological resources for the implementation of the provisions of this Protocol through bilateral, regional and multilateral channels.

3. V zvezi s kadrovsko in institucionalno krepitvijo iz 22. člena Konferenca pogodbenic kot zasedanje pogodbenic tega protokola pri zagotavljanju smernic glede finančnega mehanizma iz drugega odstavka za obravnavo na Konferenci pogodbenic upošteva potrebo pogodbenic držav v razvoju, zlasti najmanj razvitih in majhnih otoških držav, po finančnih sredstvih.

4. V smislu prvega odstavka pogodbenice upoštevajo tudi potrebe držav pogodbenic v razvoju, zlasti najmanj razvitih držav in majhnih otoških držav ter pogodbenic, katerih gospodarstvo je v prehodu, pri njihovem prizadevanju opredeliti in zadovoljiti svoje potrebe, povezane s kadrovsko in institucionalno krepitvijo za izvajanje tega protokola.

5. Navodila za finančni mehanizem konvencije v ustreznih sklepih Konference pogodbenic, tudi tistih, sprejetih pred sprejetjem tega protokola, se smiselno uporabljajo za določbe tega člena.

6. Razvite države pogodbenice lahko zagotovijo finančna in tehnološka sredstva za izvajanje določb tega protokola; pogodbenice države v razvoju in pogodbenice, katerih gospodarstvo je v prehodu, lahko taka sredstva uporabijo po dvostranskih, regionalnih in večstranskih poteh.

Article 29

CONFERENCE OF THE PARTIES SERVING AS THE MEETING OF THE PARTIES TO THIS PROTOCOL

1. The Conference of the Parties shall serve as the meeting of the Parties to this Protocol.

2. Parties to the Convention that are not Parties to this Protocol may participate as observers in the proceedings of any meeting of the Conference of the Parties serving as the meeting of the Parties to this Protocol. When the Conference of the Parties serves as the meeting of the Parties to this Protocol, decisions under this Protocol shall be taken only by those that are Parties to it.

3. When the Conference of the Parties serves as the meeting of the Parties to this Protocol, any member of the bureau of the Conference of the Parties representing a Party to the Convention but, at that time, not a Party to this Protocol, shall be substituted by a member to be elected by and from among the Parties to this Protocol.

4. The Conference of the Parties serving as the meeting of the Parties to this Protocol shall keep under regular review the implementation of this Protocol and shall make, within its mandate, the decisions necessary to promote its effective implementation. It shall perform the functions assigned to it by this Protocol and shall:

(a) Make recommendations on any matters necessary for the implementation of this Protocol;

(b) Establish such subsidiary bodies as are deemed necessary for the implementation of this Protocol;

(c) Seek and utilize, where appropriate, the services and cooperation of, and information provided by, competent international organizations and intergovernmental and non-governmental bodies;

29. člen

KONFERENCA POGODBENIC, NAMENJENA ZASEDANJU POGODBENIC TEGA PROTOKOLA

1. Konferenca pogodbenic je namenjena zasedanju pogodbenic tega protokola.

2. Pogodbenice konvencije, ki niso pogodbenice tega protokola, lahko sodelujejo kot opazovalke na katerem koli zasedanju Konference pogodbenic kot zasedanju pogodbenic tega protokola. Če je Konferenca pogodbenic namenjena zasedanju pogodbenic tega protokola, sklepe na podlagi tega protokola sprejmejo le tiste države, ki so njegove pogodbenice.

3. Če je Konferenca pogodbenic namenjena zasedanju pogodbenic tega protokola, se vsak član urada Konference pogodbenic, ki predstavlja pogodbenico konvencije, ki pa takrat ni pogodbenica protokola, zamenja s članom, ki ga pogodbenice tega protokola izvolijo med svojimi člani.

4. Konferenca pogodbenic kot zasedanje pogodbenic tega protokola redno preverja izvajanje tega protokola in v okviru svoje pristojnosti sprejme sklepe, potrebne za spodbujanje učinkovitega izvajanja. Opravlja naloge, ki ji jih določa ta protokol, in:

(a) izdaja priporočila, potrebna za izvajanje tega protokola;

(b) ustanovi take pomožne organe, ki so potrebni za izvajanje tega protokola;

(c) išče, in če je potrebno, izkoristi storitve in sodelovanje pristojnih mednarodnih, medvladnih in nevladnih organizacij ter uporabi njihove informacije;

(d) Establish the form and the intervals for transmitting the information to be submitted in accordance with Article 33 of this Protocol and consider such information as well as reports submitted by any subsidiary body;

(e) Consider and adopt, as required, amendments to this Protocol and its annexes, as well as any additional annexes to this Protocol, that are deemed necessary for the implementation of this Protocol; and

(f) Exercise such other functions as may be required for the implementation of this Protocol.

5. The rules of procedure of the Conference of the Parties and financial rules of the Convention shall be applied, mutatis mutandis, under this Protocol, except as may be otherwise decided by consensus by the Conference of the Parties serving as the meeting of the Parties to this Protocol.

6. The first meeting of the Conference of the Parties serving as the meeting of the Parties to this Protocol shall be convened by the Secretariat in conjunction with the first meeting of the Conference of the Parties that is scheduled after the date of the entry into force of this Protocol. Subsequent ordinary meetings of the Conference of the Parties serving as the meeting of the Parties to this Protocol shall be held in conjunction with ordinary meetings of the Conference of the Parties, unless otherwise decided by the Conference of the Parties serving as the meeting of the Parties to this Protocol.

7. Extraordinary meetings of the Conference of the Parties serving as the meeting of the Parties to this Protocol shall be held at such other times as may be deemed necessary by the Conference of the Parties serving as the meeting of the Parties to this Protocol, or at the written request of any Party, provided that, within six months of the request being communicated to the Parties by the Secretariat, it is supported by at least one third of the Parties.

8. The United Nations, its specialized agencies and the International Atomic Energy Agency, as well as any State member thereof or observers thereto not party to the Convention, may be represented as observers at meetings of the Conference of the Parties serving as the meeting of the Parties to this Protocol. Any body or agency, whether national or international, governmental or non-governmental, that is qualified in matters covered by this Protocol and that has informed the Secretariat of its wish to be represented at a meeting of the Conference of the Parties serving as a meeting of the Parties to this Protocol as an observer, may be so admitted, unless at least one third of the Parties present object. Except as otherwise provided in this Article, the admission and participation of observers shall be subject to the rules of procedure, as referred to in paragraph 5 above.

Article 30

SUBSIDIARY BODIES

1. Any subsidiary body established by or under the Convention may, upon a decision by the Conference of the Parties serving as the meeting of the Parties to this Protocol, serve the Protocol, in which case the meeting of the Parties shall specify which functions that body shall exercise.

(d) določi obliko in časovni razmik pošiljanja informacij, ki jih je treba poslati skladno s 33. členom protokola, in prouči take informacije ter poročila, ki jih pošlje kateri koli pomožni organ;

(e) obravnava, in če je potrebno, sprejema spremembe tega protokola in njegovih prilog ter vseh dodatnih prilog k protokolu, ki so potrebne za izvajanje tega protokola, in

(f) opravlja druge naloge, ki so potrebne za izvajanje tega protokola.

5. Poslovnik Konference pogodbenic in finančni pravilnik konvencije se smiselno uporabljata skladno s tem protokolom, razen če Konferenca pogodbenic kot zasedanje pogodbenic tega protokola soglasno odloči drugače.

6. Prvo zasedanje Konference pogodbenic kot zasedanje pogodbenic tega protokola skliče sekretariat skupaj s prvim zasedanjem Konference pogodbenic, ki je načrtovano po dnevu uveljavitve tega protokola. Naslednja redna zasedanja Konference pogodbenic kot zasedanje pogodbenic tega protokola potekajo skupaj z rednimi zasedanji Konference pogodbenic, razen če Konferenca pogodbenic kot zasedanje pogodbenic tega protokola odloči drugače.

7. Izredna zasedanja Konference pogodbenic kot zasedanje pogodbenic tega protokola potekajo, kadar Konferenca pogodbenic kot zasedanje pogodbenic tega protokola meni, da je to potrebno, ali na pisno zahtevo katere koli pogodbenice, če to zahtevo v šestih mesecih od dneva, ko Sekretariat pogodbenice obvesti o taki zahtevi, podpre vsaj ena tretjina pogodbenic.

8. Združeni narodi, njihove posebne agencije in Mednarodna agencija za atomsko energijo ter katera koli njihova država članica ali opazovalka, ki ni pogodbenica konvencije, so lahko opazovalci na zasedanjih Konference pogodbenic kot zasedanje pogodbenic tega protokola. Agencija ali organ, državen ali mednaroden, vladen ali nevladen, je lahko opazovalec na zasedanju Konference pogodbenic kot zasedanje pogodbenic tega protokola, če ima izkušnje na področju, ki ga pokriva ta protokol, in če je o tej želji obvestil sekretariat, razen če temu nasprotuje najmanj ena tretjina navzočih pogodbenic. Če v tem členu ni drugače določeno, za sprejem in sodelovanje opazovalcev velja poslovnik, kot je navedeno v petem odstavku.

30. člen

POMOŽNI ORGANI

1. Pomožni organ, ustanovljen s konvencijo ali v njenem okviru, lahko na podlagi sklepa Konference pogodbenic kot zasedanje pogodbenic tega protokola pomaga pri izvajanju protokola, pri čemer se na zasedanju pogodbenic določi, katere naloge bo opravljal.

2. Parties to the Convention that are not Parties to this Protocol may participate as observers in the proceedings of any meeting of any such subsidiary bodies. When a subsidiary body of the Convention serves as a subsidiary body to this Protocol, decisions under the Protocol shall be taken only by the Parties to the Protocol.

3. When a subsidiary body of the Convention exercises its functions with regard to matters concerning this Protocol, any member of the bureau of that subsidiary body representing a Party to the Convention but, at that time, not a Party to the Protocol, shall be substituted by a member to be elected by and from among the Parties to the Protocol.

Article 31
SECRETARIAT

1. The Secretariat established by Article 24 of the Convention shall serve as the secretariat to this Protocol.

2. Article 24, paragraph 1, of the Convention on the functions of the Secretariat shall apply, mutatis mutandis, to this Protocol.

3. To the extent that they are distinct, the costs of the secretariat services for this Protocol shall be met by the Parties hereto. The Conference of the Parties serving as the meeting of the Parties to this Protocol shall, at its first meeting, decide on the necessary budgetary arrangements to this end.

Article 32
RELATIONSHIP WITH THE CONVENTION

Except as otherwise provided in this Protocol, the provisions of the Convention relating to its protocols shall apply to this Protocol.

Article 33
MONITORING AND REPORTING

Each Party shall monitor the implementation of its obligations under this Protocol, and shall, at intervals to be determined by the Conference of the Parties serving as the meeting of the Parties to this Protocol, report to the Conference of the Parties serving as the meeting of the Parties to this Protocol on measures that it has taken to implement the Protocol.

Article 34
COMPLIANCE

The Conference of the Parties serving as the meeting of the Parties to this Protocol shall, at its first meeting, consider and approve cooperative procedures and institutional mechanisms to promote compliance with the provisions of this Protocol and to address cases of non-compliance. These procedures and mechanisms shall include provisions to offer advice or assistance, where appropriate. They shall be separate from, and without prejudice to, the dispute settlement procedures and mechanisms established by Article 27 of the Convention.

Article 35
ASSESSMENT AND REVIEW

The Conference of the Parties serving as the meeting of the Parties to this Protocol shall undertake, five years after the entry into force of this Protocol and at least every five years thereafter, an evaluation of the effectiveness of the Protocol, including an assessment of its procedures and annexes.

2. Pogodbenice konvencije, ki niso pogodbenice protokola, lahko na zasedanju pomožnih organov sodelujejo kot opazovalke. Če pomožni organ konvencije pomaga pri izvajanju tega protokola, sklepe protokola sprejmejo le pogodbenice protokola.

3. Če pomožen organ konvencije pomaga pri izvajanju tega protokola, se vsak član urada tega pomožnega organa, ki zastopa pogodbenico konvencije, ki takrat ni pogodbenica protokola, zamenja s članom, ki ga pogodbenice tega protokola izvolijo med svojimi člani.

31. člen
SEKRETARIAT

1. Sekretariat, ustanovljen po 24. členu konvencije, je tudi sekretariat tega protokola.

2. Prvi odstavek 24. člena konvencije o nalogah sekretariata se uporablja smiselno za ta protokol.

3. Stroške, ki se dajo določiti kot stroški storitev sekretariata za ta protokol, krijejo njegove pogodbenice. Konferenca pogodbenic kot zasedanje pogodbenic tega protokola na svojem prvem zasedanju odloči o ureditvi proračuna, potrebni za ta namen.

32. člen
POVEZAVA S KONVENCIJO

Če v protokolu ni drugače predvideno, določbe konvencije, ki se nanašajo na njene protokole, veljajo za ta protokol.

33. člen
SPREMLJANJE, NADZIRANJE TER POROČANJE

Vsaka pogodbenica spremlja in nadzira izpolnjevanje svojih obveznosti iz tega protokola in v časovnih razmikih, ki jih določi Konferenca pogodbenic kot zasedanje pogodbenic tega protokola, poroča Konferenci pogodbenic kot zasedanje pogodbenic tega protokola o ukrepih, ki jih je sprejela za izvajanje tega protokola.

34. člen
SKLADNOST

Konferenca pogodbenic kot zasedanje pogodbenic tega protokola na svojem prvem zasedanju obravnava in sprejme postopke sodelovanja in institucionalne mehanizme za spodbujanje skladnosti z določbami tega protokola in reševanje primerov neskladnosti. Ti postopki in mehanizmi vključujejo določbe o svetovanju in pomoči, če je to primerno, in so ločeni od postopkov in mehanizmov za reševanje sporov, določenih s 27. členom konvencije, ter ne vplivajo nanje.

35. člen
OCENA IN PREGLED

Konferenca pogodbenic kot zasedanje pogodbenic tega protokola pet let po uveljavitvi tega protokola in vsaj vsakih pet let po tem oceni učinkovitost protokola, vključno z njegovimi postopki in prilogami.

Article 36
SIGNATURE

This Protocol shall be open for signature at the United Nations Office at Nairobi by States and regional economic integration organizations from 15 to 26 May 2000, and at United Nations Headquarters in New York from 5 June 2000 to 4 June 2001.

Article 37
ENTRY INTO FORCE

1. This Protocol shall enter into force on the ninetieth day after the date of deposit of the fiftieth instrument of ratification, acceptance, approval or accession by States or regional economic integration organizations that are Parties to the Convention.

2. This Protocol shall enter into force for a State or regional economic integration organization that ratifies, accepts or approves this Protocol or accedes thereto after its entry into force pursuant to paragraph 1 above, on the ninetieth day after the date on which that State or regional economic integration organization deposits its instrument of ratification, acceptance, approval or accession, or on the date on which the Convention enters into force for that State or regional economic integration organization, whichever shall be the later.

3. For the purposes of paragraphs 1 and 2 above, any instrument deposited by a regional economic integration organization shall not be counted as additional to those deposited by member States of such organization.

Article 38
RESERVATIONS

No reservations may be made to this Protocol.

Article 39
WITHDRAWAL

1. At any time after two years from the date on which this Protocol has entered into force for a Party, that Party may withdraw from the Protocol by giving written notification to the Depositary.

2. Any such withdrawal shall take place upon expiry of one year after the date of its receipt by the Depositary, or on such later date as may be specified in the notification of the withdrawal.

Article 40
AUTHENTIC TEXTS

The original of this Protocol, of which the Arabic, Chinese, English, French, Russian and Spanish texts are equally authentic, shall be deposited with the Secretary-General of the United Nations.

IN WITNESS WHEREOF the undersigned, being duly authorized to that effect, have signed this Protocol.

DONE at Montreal on this twenty-ninth day of January, two thousand.

36. člen
PODPIS

Države in regionalne organizacije za gospodarsko povezovanje lahko podpišejo ta protokol od 15. do 26. maja 2000 v Uradu Združenih narodov v Nairobiju in od 5. junija 2000 do 4. junija 2001 na sedežu Združenih narodov v New Yorku.

37. člen
UVELJAVITEV

1. Ta protokol začne veljati devetdeseti dan po dnevu deponiranja petdesete listine o ratifikaciji, sprejetju, odobritvi ali pristopu države ali regionalne organizacije za gospodarsko povezovanje, ki je pogodbenica konvencije.

2. Ta protokol začne veljati za državo ali regionalno organizacijo za gospodarsko povezovanje, ki ratificira, sprejme, odobri protokol ali pristopi k njemu, po uveljavitvi na podlagi prvega odstavka devetdeseti dan po dnevu, ko ta država ali regionalna organizacija za gospodarsko povezovanje deponira svojo listino o ratifikaciji, sprejetju, odobritvi ali pristopu, ali na dan uveljavitve konvencije za to državo ali regionalno organizacijo za gospodarsko povezovanje, kar je kasneje.

3. Za namene prvega in drugega odstavka se nobena listina, ki jo deponira regionalna organizacija za gospodarsko povezovanje, ne šteje kot dodatna k tistim, ki jih deponirajo države članice take organizacije.

38. člen
PRIDRŽKI

Pridržki k temu protokolu niso mogoči.

39. člen
ODSTOP

1. Kadarkoli dve leti po dnevu, ko za pogodbenico začne veljati ta protokol, lahko pogodbenica odstopi od protokola, tako da o tem pisno obvesti depozitarja.

2. Vsak tak odstop začne veljati eno leto po tem, ko je depozitar prejel obvestilo o tem, ali kasneje, in sicer na dan, ki se lahko določi v obvestilu o odpovedi.

40. člen
VERODOSTOJNOST BESEDIL

Izvirnik tega Protokola, katerega besedila v angleškem, arabskem, francoskem, kitajskem, ruskem in španskem jeziku so enako verodostojna, se deponira pri generalnem sekretarju Združenih narodov.

DA BI TO POTRDILI, so spodaj podpisani, ki so bili za to pravilno pooblaščeni, podpisali ta protokol.

SESTAVLJENO v Montrealu devetindvajsetega januarja leta dva tisoč.

Annex I
INFORMATION REQUIRED IN NOTIFICATIONS UNDER ARTICLES 8, 10 AND 13

(a) Name, address and contact details of the exporter.

(b) Name, address and contact details of the importer.

(c) Name and identity of the living modified organism, as well as the domestic classification, if any, of the biosafety level of the living modified organism in the State of export.

(d) Intended date or dates of the transboundary movement, if known.

(e) Taxonomic status, common name, point of collection or acquisition, and characteristics of recipient organism or parental organisms related to biosafety.

(f) Centres of origin and centres of genetic diversity, if known, of the recipient organism and/or the parental organisms and a description of the habitats where the organisms may persist or proliferate.

(g) Taxonomic status, common name, point of collection or acquisition, and characteristics of the donor organism or organisms related to biosafety.

(h) Description of the nucleic acid or the modification introduced, the technique used, and the resulting characteristics of the living modified organism.

(i) Intended use of the living modified organism or products thereof, namely, processed materials that are of living modified organism origin, containing detectable novel combinations of replicable genetic material obtained through the use of modern biotechnology.

(j) Quantity or volume of the living modified organism to be transferred.

(k) A previous and existing risk assessment report consistent with Annex III.

(l) Suggested methods for the safe handling, storage, transport and use, including packaging, labelling, documentation, disposal and contingency procedures, where appropriate.

(m) Regulatory status of the living modified organism within the State of export (for example, whether it is prohibited in the State of export, whether there are other restrictions, or whether it has been approved for general release) and, if the living modified organism is banned in the State of export, the reason or reasons for the ban.

(n) Result and purpose of any notification by the exporter to other States regarding the living modified organism to be transferred.

(o) A declaration that the above-mentioned information is factually correct.

Priloga I
INFORMACIJE, KI MORAJO BITI V OBVESTILIH IZ 8., 10. in 13. ČLENA

(a) ime, naslov izvoznika in drugi podatki o njem, potrebni za navezavo stikov,

(b) ime, naslov uvoznika in drugi podatki o njem, potrebni za navezavo stikov,

(c) ime in identiteta živega spremenjenega organizma ter razvrstitev, če obstaja, ravni biološke varnosti tega organizma v državi izvoznici,

(d) načrtovani datum ali datumi čezmejnega gibanja, če so znani,

(e) sistematska uvrstitev in domače ime prejemnega ali starševskih organizmov, kraj, kjer so bili nabrani ali pridobljeni, in njihove značilnosti, povezane z biološko varnostjo,

(f) središča izvora in središča genske raznovrstnosti, če so znana, prejemnega organizma in/ali starševskih organizmov in opis habitatov, v katerih bi organizmi lahko obstali ali se razmnoževali,

(g) sistematska uvrstitev in domače ime organizma ali organizmov dajalcev, kraj, kjer so bili nabrani ali pridobljeni, in njihove značilnosti, povezane z biološko varnostjo,

(h) opis nukleinske kisline ali vnesene spremembe, uporabljene tehnike in tako nastale značilnosti živega spremenjenega organizma,

(i) namen uporabe živega spremenjenega organizma ali izdelkov iz njega (predelani material, ki izvira iz živih spremenjenih organizmov), ki vsebujejo zaznavne nove kombinacije genskega materiala, ki se lahko podvaja in je bil pridobljen z uporabo sodobne biotehnologije,

(j) število ali količina živih spremenjenih organizmov, ki bodo preneseni,

(k) prejšnje in zadnje poročilo o izdelani oceni tveganja, skladno s prilogo III,

(l) predlagane metode za varno shranjevanje, prevoz in uporabo živih spremenjenih organizmov ter ravnanje z njimi skupaj s pakiranjem, označevanjem, dokumentiranjem, odstranjevanjem in postopki za ravnanje v posebnih razmerah, če je to primerno,

(m) s predpisi urejen status živega spremenjenega organizma v državi izvoznici (na primer ali je v državi izvoznici prepovedan, ali zanj veljajo druge omejitve, ali je bilo njegovo sproščanje odobreno) in če je v državi izvoznici ta organizem prepovedan, razlog ali razloge za prepoved,

(n) izid in namen obvestil izvoznika drugim državam o živem spremenjenem organizmu, ki bo prenesen,

(o) izjava, da so zgoraj navedene informacije točne.

Annex II
INFORMATION REQUIRED CONCERNING LIVING MODIFIED ORGANISMS INTENDED FOR DIRECT USE AS FOOD OR FEED, OR FOR PROCESSING UNDER ARTICLE 11

(a) The name and contact details of the applicant for a decision for domestic use.

(b) The name and contact details of the authority responsible for the decision.

(c) Name and identity of the living modified organism.

(d) Description of the gene modification, the technique used, and the resulting characteristics of the living modified organism.

(e) Any unique identification of the living modified organism.

Priloga II
INFORMACIJE O ŽIVIH SPREMENJENIH ORGANIZMIH, NAMENJENIH ZA NEPOSREDNO UPORABO KOT HRANA ALI KRMA ALI PA ZA PREDELAVO, KI SO POTREBNE SKLADNO Z 11. ČLENOM

(a) ime in drugi podatki, potrebni za navezavo stikov, o prosilcu za odločitev o domači uporabi,

(b) ime in drugi podatki, potrebni za navezavo stikov, o organu, pristojnem za odločitev,

(c) ime in identiteta živega spremenjenega organizma,

(d) opis genske spremembe, uporabljene tehnike in tako nastalih značilnosti živega spremenjenega organizma,

(e) identifikacijska oznaka živega spremenjenega organizma,

(f) Taxonomic status, common name, point of collection or acquisition, and characteristics of recipient organism or parental organisms related to biosafety.

(g) Centres of origin and centres of genetic diversity, if known, of the recipient organism and/or the parental organisms and a description of the habitats where the organisms may persist or proliferate.

(h) Taxonomic status, common name, point of collection or acquisition, and characteristics of the donor organism or organisms related to biosafety.

(i) Approved uses of the living modified organism.

(j) A risk assessment report consistent with Annex III.

(k) Suggested methods for the safe handling, storage, transport and use, including packaging, labelling, documentation, disposal and contingency procedures, where appropriate.

(f) sistematska uvrstitev in domače ime prejemnega ali starševskih organizmov, kraj, kjer so bili nabrani ali pridobljeni, in njihove značilnosti, povezane z biološko varnostjo,

(g) središča izvora in središča genske raznovrstnosti, če so znana, prejemnega organizma in/ali starševskih organizmov in opis habitatov, v katerih bi organizmi lahko obstali ali se razmnoževali,

(h) sistematska uvrstitev in domače ime organizma ali organizmov dajalcev, kraj, kjer so bili nabrani ali pridobljeni, in njihove značilnosti, povezane z biološko varnostjo,

(i) odobreni načini uporabe živih spremenjenih organizmov,

(j) poročilo o izdelani oceni tveganja, skladno s prilogo III,

(k) predlagane metode za varno shranjevanje, prevoz in uporabo živih spremenjenih organizmov ter ravnanje z njimi skupaj s pakiranjem, označevanjem, dokumentiranjem, odstranjevanjem in postopki za ravnanje v posebnih razmerah, če je to primerno.

Annex III
RISK ASSESSMENT

Objective

1. The objective of risk assessment, under this Protocol, is to identify and evaluate the potential adverse effects of living modified organisms on the conservation and sustainable use of biological diversity in the likely potential receiving environment, taking also into account risks to human health.

Use of risk assessment

2. Risk assessment is, inter alia, used by competent authorities to make informed decisions regarding living modified organisms.

General principles

3. Risk assessment should be carried out in a scientifically sound and transparent manner, and can take into account expert advice of, and guidelines developed by, relevant international organizations.

4. Lack of scientific knowledge or scientific consensus should not necessarily be interpreted as indicating a particular level of risk, an absence of risk, or an acceptable risk.

5. Risks associated with living modified organisms or products thereof, namely, processed materials that are of living modified organism origin, containing detectable novel combinations of replicable genetic material obtained through the use of modern biotechnology, should be considered in the context of the risks posed by the non-modified recipients or parental organisms in the likely potential receiving environment.

6. Risk assessment should be carried out on a case-by-case basis. The required information may vary in nature and level of detail from case to case, depending on the living modified organism concerned, its intended use and the likely potential receiving environment.

Methodology

7. The process of risk assessment may on the one hand give rise to a need for further information about specific subjects, which may be identified and requested during the assessment process, while on the other hand information on other subjects may not be relevant in some instances.

8. To fulfil its objective, risk assessment entails, as appropriate, the following steps:

(a) An identification of any novel genotypic and phenotypic characteristics associated with the living modified organism that may have adverse effects on biological diversity in the likely potential receiving environment, taking also into account risks to human health;

Priloga III
OCENA TVEGANJA

Cilj

1. Po tem protokolu je cilj izdelave ocene tveganja na podlagi analize opredeliti in ovrednotiti možne škodljive vplive živih spremenjenih organizmov na ohranjanje in trajnostno uporabo biološke raznovrstnosti v okolju, ki bo verjetno prejelo te organizme, pri čemer je treba upoštevati tveganje za zdravje ljudi.

Uporaba ocene tveganja

2. Oceno tveganja med drugim uporabljajo pristojni organi za odločanje o živih spremenjenih organizmih na podlagi prejetih informacij.

Splošna načela

3. Ocena tveganja mora biti izdelana na znanstveno dobro premišljen in pregleden način, pri čemer se lahko upoštevajo strokovni nasveti ustreznih mednarodnih organizacij in smernice, ki so jih te organizacije pripravile.

4. Pomanjkanje znanstvenih dognanj ali nesoglasje znanstvenikov ne kaže nujno določene ravni tveganja, odsotnosti tveganja ali sprejemljivega tveganja.

5. Tveganja, povezana z živimi spremenjenimi organizmi ali izdelki iz njih (predelani material, ki izvira iz živih spremenjenih organizmov), ki vsebujejo zaznavne nove kombinacije genskega materiala, ki se lahko podvaja in je bil pridobljen z uporabo sodobne biotehnologije, je treba obravnavati z vidika tveganj, ki jih predstavljajo nespremenjeni prejemni ali starševski organizmi v okolju, ki bo verjetno prejelo spremenjene organizme.

6. Ocena tveganja se izdela za vsak primer posebej. Potrebne informacije se lahko od primera do primera razlikujejo v naravi in podrobnostih, odvisno od posameznega živega spremenjenega organizma, namena njegove uporabe in okolja, ki bo verjetno prejelo tak organizem.

Metodologija

7. Na eni strani postopek izdelave ocene tveganja lahko vzbudi potrebo po nadaljnjih informacijah o posebnih temah, lahko pa se izkaže, da v nekaterih primerih informacije o drugih temah niso pomembne.

8. Da bi izdelava ocene tveganja izpolnila svoje cilje, po potrebi vključuje te stopnje:

(a) določitev kakršnih koli novih genotipskih in fenotipskih značilnosti, povezanih z živim spremenjenim organizmom, ki bi lahko škodljivo vplivale na biološko raznovrstnost v okolju, ki bo verjetno prejelo take organizme, pri čemer je treba upoštevati tudi tveganje za zdravje ljudi;

(b) An evaluation of the likelihood of these adverse effects being realized, taking into account the level and kind of exposure of the likely potential receiving environment to the living modified organism;

(c) An evaluation of the consequences should these adverse effects be realized;

(d) An estimation of the overall risk posed by the living modified organism based on the evaluation of the likelihood and consequences of the identified adverse effects being realized;

(e) A recommendation as to whether or not the risks are acceptable or manageable, including, where necessary, identification of strategies to manage these risks; and

(f) Where there is uncertainty regarding the level of risk, it may be addressed by requesting further information on the specific issues of concern or by implementing appropriate risk management strategies and/or monitoring the living modified organism in the receiving environment.

Points to consider

9. Depending on the case, risk assessment takes into account the relevant technical and scientific details regarding the characteristics of the following subjects:

(a) Recipient organism or parental organisms. The biological characteristics of the recipient organism or parental organisms, including information on taxonomic status, common name, origin, centres of origin and centres of genetic diversity, if known, and a description of the habitat where the organisms may persist or proliferate;

(b) Donor organism or organisms. Taxonomic status and common name, source, and the relevant biological characteristics of the donor organisms;

(c) Vector. Characteristics of the vector, including its identity, if any, and its source or origin, and its host range;

(d) Insert or inserts and/or characteristics of modification. Genetic characteristics of the inserted nucleic acid and the function it specifies, and/or characteristics of the modification introduced;

(e) Living modified organism. Identity of the living modified organism, and the differences between the biological characteristics of the living modified organism and those of the recipient organism or parental organisms;

(f) Detection and identification of the living modified organism. Suggested detection and identification methods and their specificity, sensitivity and reliability;

(g) Information relating to the intended use. Information relating to the intended use of the living modified organism, including new or changed use compared to the recipient organism or parental organisms; and

(h) Receiving environment. Information on the location, geographical, climatic and ecological characteristics, including relevant information on biological diversity and centres of origin of the likely potential receiving environment.

(b) ovrednotenje verjetnosti nastanka takih škodljivih vplivov ob upoštevanju ravni in vrste izpostavljenosti okolja, ki bo verjetno prejelo živ spremenjen organizem, temu organizmu;

(c) ovrednotenje posledic, če taki škodljivi vplivi res nastanejo;

(d) ovrednotenje celotnega tveganja, ki ga predstavlja živ spremenjen organizem, temelječe na presoji tveganja in posledic nastanka opredeljenih škodljivih vplivov;

(e) priporočilo o tem, ali so tveganja sprejemljiva ali obvladljiva, skupaj z opredelitvijo strategij za obvladovanje teh tveganj, kadar je to potrebno;

(f) če ni mogoče zanesljivo določiti ravni tveganja, se lahko zahtevajo dodatne informacije o posebnih vprašanjih v zvezi z zadevo ali pa se izvedejo ustrezne strategije obvladovanja tveganja in/ali se spremlja in nadzoruje živ spremenjen organizem v prejemnem okolju.

Dejstva, ki jih je treba upoštevati

9. Pri oceni tveganja se, odvisno od primera, upoštevajo ustrezni tehnični in znanstveni podatki o značilnostih teh dejavnikov:

(a) prejemni ali starševski organizmi. Biološke značilnosti prejemnega ali starševskih organizmov skupaj z informacijami o sistematski uvrstitvi, domačem imenu, izvoru, središčih izvora in središčih genske raznovrstnosti, če so ta znana, in opisom habitata, v katerem bi organizmi lahko obstali ali se razmnoževali;

(b) organizem ali organizmi dajalci. Sistematska uvrstitev in domače ime, vir in ustrezne biološke značilnosti organizmov dajalcev;

(c) vektor. Značilnosti vektorja z njegovo identiteto vred, če je znana, njegovim virom ali izvorom in spektrom gostiteljev;

(d) vnesen material in/ali značilnosti spremembe. Genske značilnosti vnesene nukleinske kisline in funkcija, ki jo določa, in/ali značilnosti vnesene spremembe;

(e) živ spremenjen organizem. Identiteta živega spremenjenega organizma in razlike med biološkimi značilnostmi živega spremenjenega organizma in značilnostmi prejemnega ali starševskih organizmov;

(f) odkrivanje in prepoznavanje živega spremenjenega organizma. Predlagane metode za odkrivanje in prepoznavanje ter njihova posebnost, občutljivost in zanesljivost;

(g) informacije v zvezi z namenom uporabe. Informacije v zvezi z namenom uporabe živega spremenjenega organizma skupaj z novo ali spremenjeno uporabo v primerjavi s prejemnim ali starševskimi organizmi;

(h) prejemno okolje. Informacije o lokacijskih, geografskih, podnebnih in ekoloških značilnostih skupaj z ustreznimi informacijami o biološki raznovrstnosti in središčih izvora okolja, ki bo verjetno prejelo spremenjeni organizem.

3. člen

Za izvajanje protokola skrbi Ministrstvo za okolje in prostor.

4. člen

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

Št. 802-06/02-9/1
Ljubljana, dne 27. septembra 2002

Predsednik
Državnega zbora
Republike Slovenije
Borut Pahor l. r.

74. **Zakon o ratifikaciji Sporazuma med Ministrstvom za delo, družino in socialne zadeve Republike Slovenije in Ministrstvom za delo in socialno varnost Helenske republike o sodelovanju na področju politike dela (BGRSPD)**

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 MINISTRSTVOM ZA DELO, DRUŽINO IN SOCIALNE ZADEVE REPUBLIKE SLOVENIJE IN MINISTRSTVOM ZA DELO IN SOCIALNO VARNOST HELENSKE REPUBLIKE O SODELOVANJU NA PODROČJU POLITIKE DELA (BGRSPD)

Razglašam Zakon o ratifikaciji Sporazuma med Ministrstvom za delo, družino in socialne zadeve Republike Slovenije in Ministrstvom za delo in socialno varnost Helenske republike o sodelovanju na področju politike dela (BGRSPD), ki ga je sprejel Državni zbor Republike Slovenije na seji 27. septembra 2002.

Št. 001-22-113/02
Ljubljana, 7. oktobra 2002

Predsednik
Republike Slovenije
Milan Kučan l. r.

Z A K O N
O RATIFIKACIJI SPORAZUMA MED MINISTRSTVOM ZA DELO, DRUŽINO IN SOCIALNE ZADEVE REPUBLIKE SLOVENIJE IN MINISTRSTVOM ZA DELO IN SOCIALNO VARNOST HELENSKE REPUBLIKE O SODELOVANJU NA PODROČJU POLITIKE DELA (BGRSPD)

1. člen

Ratificira se Sporazum med Ministrstvom za delo, družino in socialne zadeve Republike Slovenije in Ministrstvom za delo in socialno varnost Helenske republike o sodelovanju na področju politike dela, podpisan v Atenah 2. marca 2001.

2. člen

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

A G R E E M E N T
BETWEEN THE MINISTRY OF LABOUR, FAMILY AND SOCIAL AFFAIRS OF THE REPUBLIC OF SLOVENIA AND THE MINISTRY OF LABOUR AND SOCIAL SECURITY OF THE HELLENIC REPUBLIC ON CO-OPERATION IN THE FIELD OF LABOUR POLICY

The Ministry of Labour, Family and Social Affairs of the Republic of Slovenia and the Ministry of Labour and Social Security of the Hellenic Republic considering that the Hellenic Republic being a member of the European Union is obligated to observe and to act in conformity with the European Union's legislation (hereinafter referred to as the Contracting Parties),

desiring to establish mutual co-operation in the accession of the Republic of Slovenia to the European Union as well as co-operation in the spheres of work of both Contracting Parties, have decided to conclude this Agreement on mutual co-operation.

To achieve this purpose the Contracting Parties have agreed as follows:

S P O R A Z U M
MED MINISTRSTVOM ZA DELO, DRUŽINO IN SOCIALNE ZADEVE REPUBLIKE SLOVENIJE IN MINISTRSTVOM ZA DELO IN SOCIALNO VARNOST HELENSKE REPUBLIKE O SODELOVANJU NA PODROČJU POLITIKE DELA

Ministrstvo za delo, družino in socialne zadeve Republike Slovenije in Ministrstvo za delo in socialno varnost Helenske republike ob upoštevanju, da je Helenska republika članica Evropske Unije in na podlagi tega dejstva zavezana k ravnanju v skladu z zakonodajo Evropske Unije (v nadaljevanju pogodbenika), sta se

v želji, da vzpostavita medsebojno sodelovanje pri vključevanju Republike Slovenije v Evropsko unijo in sodelovanje na delovnih področjih obeh pogodbenikov, odločila skleniti ta sporazum o medsebojnem sodelovanju.

Da bi dosegla ta namen, sta se pogodbenika sporazumela, kot sledi:

Article 1

The competent authorities for co-operation are:

a) On the Slovene side: The Ministry of Labour, Family and Social Affairs of the Republic of Slovenia together with the competent services of the Employment Service of Slovenia;

b) On the Greek side: The Ministry of Labour and Social Security of the Hellenic Republic together with its competent General Directorates as well as the competent services of the Manpower Employment Organisation.

Article 2

Co-operation shall primarily take the following forms:

1. Exchange of experts in the fields for which the two ministries are competent;

2. Consultations and additional training of experts;

3. Exchange of expert material, primarily on implementation of programmes for labour and employment policies, legislative proposals and other material related to the work of both ministries as well as corresponding expert opinions.

The type and scope of concrete forms of co-operation shall be determined on a case to case basis, by mutual agreement for a period of two years.

Article 3

The Contracting Parties hereby determine the following priorities:

1. Exchange of information on the preparatory part of the procedure for the accession of the Republic of Slovenia to the European Union;

2. Exchange of experience related to measures, regulations and institutions in the field of labour and employment policies;

3. Exchange of information on the system of industrial relations, collective agreements, and legislative regulation of the functioning of the labour market;

4. Exchange of experience related to special programmes preventing long-term unemployment and providing support to groups with an unfavourable status on the labour market (first job seekers, disabled, etc.);

5. Exchange of experience related to the methods used to determine the efficiency of active employment policy measures;

6. Exchange of practical experiences related to the functioning of labour inspection, chiefly from the point of view of safety and health at work and prevention of illicit work;

7. Examination of the situation, possibilities and interest in the development of various forms of co-operation between the two countries in the field of employment.

Article 4

With respect to financing the implementation of this Agreement the Contracting Parties agree that the costs of travelling and accommodation of experts shall always be paid by the sending party and the host party shall organise a suitable expert programme.

1. člen

Pristojna organa za sodelovanje sta:

a) na slovenski strani: Ministrstvo za delo, družino in socialne zadeve Republike Slovenije skupaj s pristojnimi službami Zavoda Republike Slovenije za zaposlovanje,

b) na grški strani: Ministrstvo za delo in socialno varnost Helenske republike skupaj s svojimi pristojnimi Generalnimi direkcijami in pristojnimi službami Organizacije za zaposlovanje.

2. člen

Sodelovanje poteka predvsem v teh oblikah:

1. izmenjava strokovnjakov s področij, za katera sta pristojni ministrstvi;

2. posvetovanja in dodatno usposabljanje strokovnjakov;

3. izmenjava strokovnega gradiva, zlasti o izvajanju programov za politiko dela in zaposlovanja, zakonodajnih predlogov in drugega gradiva s področja dela obeh ministrstev ter ustreznih strokovnih mnenj.

Vrsta in obseg konkretnih oblik sodelovanja se za vsak primer posebej sporazumno določita za obdobje dveh let.

3. člen

Pogodbenika določata te prednostne naloge:

1. izmenjava informacij o pripravljalnem delu procesa vključevanja Republike Slovenije v Evropsko unijo;

2. izmenjava izkušenj o ukrepih, predpisih in institucijah na področju politike dela in zaposlovanja;

3. izmenjava informacij o sistemu odnosov med delodajalci in delojemalci, kolektivnih pogodbah in zakonski ureditvi delovanja trga dela;

4. izmenjava izkušenj o posebnih programih za preprečevanje dolgotrajne brezposelnosti in za pomoč skupinam z neugodnim položajem na trgu dela (iskalci prve zaposlitve, invalidi itd.);

5. izmenjava izkušenj o načinih ugotavljanja učinkovitosti ukrepov aktivne politike zaposlovanja;

6. izmenjava praktičnih izkušenj o delovanju inšpekcije dela, predvsem z vidika varstva in zdravja pri delu in preprečevanja dela na črno;

7. proučitev stanja, možnosti in koristi za razvoj raznih oblik sodelovanja med državama na področju zaposlovanja.

4. člen

Pogodbenika se glede financiranja izvajanja tega sporazuma dogovorita, da stroške potovanj in nastanitve strokovnjakov krije vedno pošiljatelj, gostitelj pa poskrbi za pripravo ustreznega strokovnega programa.

Article 5

1. This Agreement shall enter into force on the day of the receipt of the last notification through diplomatic channels on the fulfilment of the internal legal procedures by the Contracting Parties necessary for its entry into force.

2. This Agreement shall be concluded for a period of four years. Upon the expiration of this period its validity shall be tacitly prolonged each time for one year unless either Contracting Party denounces it in writing at least 30 days prior to its expiration.

Done in Athens on 2nd March 2001 in two original copies in English language.

For the Ministry of Labour, Family and Social Affairs of the Republic of Slovenia	For the Ministry of Labour and Social Security of the Hellenic Republic
Vlado Dimovski, (s)	**Anastassios Giannitsis,** (s)

5. člen

1. Ta sporazum začne veljati z dnem sprejema zadnjega obvestila o izpolnitvi notranjepravnih postopkov s strani pogodbenic po diplomatskih poteh, ki so potrebni za začetek njegove veljavnosti.

2. Ta sporazum se sklene za obdobje štirih let. Po preteku tega obdobja se njegova veljavnost molče podaljša vsakokrat za eno leto, če ga noben pogodbenik pisno ne odpove najkasneje 30 dni pred njegovim potekom.

Sestavljeno v Atenah dne 2. marca 2001 v dveh izvirnikih v angleškem jeziku.

Za Ministrstvo za delo, družino in socialne zadeve Republike Slovenije	Za Ministrstvo za delo in socialno varnost Helenske republike
Vlado Dimovski l. r.	**Anastassios Giannitsis** l. r.

3. člen

Za izvajanje sporazuma skrbi Ministrstvo za delo, družino in socialne zadeve Republike Slovenije.

4. člen

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

Št. 101-08/02-1/1
Ljubljana, dne 27. septembra 2002

Predsednik
Državnega zbora
Republike Slovenije
Borut Pahor l. r.

75. Zakon o ratifikaciji Sporazuma med Vlado Republike Slovenije in Vlado Države Kuvajt o spodbujanju in medsebojni zaščiti naložb (BKWSZN)

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 DRŽAVE KUVAJT O SPODBUJANJU IN MEDSEBOJNI ZAŠČITI NALOŽB (BKWSZN)

Razglašam Zakon o ratifikaciji Sporazuma med Vlado Republike Slovenije in Vlado Države Kuvajt o spodbujanju in medsebojni zaščiti naložb (BKWSZN), ki ga je sprejel Državni zbor Republike Slovenije na seji 27. septembra 2002.

Št. 001-22-116/02
Ljubljana, 7. oktobra 2002

Predsednik
Republike Slovenije
Milan Kučan l. r.

Z A K O N
O RATIFIKACIJI SPORAZUMA MED VLADO REPUBLIKE SLOVENIJE IN VLADO DRŽAVE KUVAJT O SPODBUJANJU IN MEDSEBOJNI ZAŠČITI NALOŽB (BKWSZN)

1. člen

Ratificira se Sporazum med Vlado Republike Slovenije in Vlado Države Kuvajt o spodbujanju in medsebojni zaščiti naložb, podpisan v Ljubljani 26. aprila 2002.

2. člen

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

S P O R A Z U M
MED VLADO REPUBLIKE SLOVENIJE IN VLADO DRŽAVE KUVAJT O SPODBUJANJU IN MEDSEBOJNI ZAŠČITI NALOŽB

Vlada Republike Slovenije in Vlada Države Kuvajt, v nadaljevanju pogodbenici, sta se

v želji, da okrepita gospodarsko sodelovanje med pogodbenicama,

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 spodbujanje in medsebojna zaščita naložb na podlagi tega sporazuma spodbujala poslovne pobude,

sporazumeli, kot sledi:

A G R E E M E N T
BETWEEN THE GOVERNMENT OF THE REPUBLIC OF SLOVENIA AND THE GOVERNMENT OF THE STATE OF KUWAIT ON THE PROMOTION AND RECIPROCAL PROTECTION OF INVESTMENTS

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

Desiring to intensify the economic co-operation between the two Contracting Parties,

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 promotion and reciprocal protection of investments on the basis of this Agreement will stimulate business initiative,

Have agreed as follows:

* Besedilo sporazuma v arabskem jeziku je na vpogled v Sektorju za mednarodnopravne zadeve Ministrstva za zunanje zadeve.

1. člen

Opredelitev pojmov

Za namen tega sporazuma:

1. Izraz "naložba" pomeni vsako vrsto premoženja ali pravic v lasti ali pod neposrednim ali posrednim nadzorom vlagateljev ene pogodbenice na ozemlju druge pogodbenice v skladu z zakoni in predpisi druge pogodbenice in vključuje zlasti, vendar ne izključno:

a) opredmeteno in neopredmeteno premoženje ter premičnine in nepremičnine in katere koli druge s tem povezane stvarne pravice, kot so hipoteka, zaseg, zastava in podobne pravice;

b) deleže, delnice, obveznice, zadolžnice, katero koli drugo obliko udeležbe v družbi in posojila;

c) denarne terjatve ali katere koli storitve, ki imajo ekonomsko vrednost in so povezane z naložbo;

d) pravice intelektualne lastnine, vključno z avtorskimi pravicami, vendar ne omejeno nanje, blagovne znamke, patente, industrijske modele in vzorce, tehnične postopke, know-how, poslovne skrivnosti, imena firm in dobro ime;

e) pravice, vključno s koncesijami za iskanje, raziskovanje in izkoriščanje naravnih virov, ki jih z zakonom bodisi po pogodbi ali upravnem aktu podeljuje pristojni državni organ.

Izraz "naložba" se uporablja tudi za "dohodek", zadržan za reinvestiranje, in za izkupiček od "likvidacije".

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

2. Izraz "dohodek" pomeni zneske, ki jih prinašajo naložbe, in vključuje zlasti, vendar ne izključno, dobiček, kapitalski dobiček, dividende, obresti, licenčnine ali druge oblike dohodka, povezanega z naložbami, izplačili za poslovodstvo in plačili v naravi.

3. Izraz "vlagatelj" pomeni:

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

b) katero koli pravno osebo, ustanovljeno ali registrirano po zakonih in predpisih te pogodbenice, kot so institucije, razvojni skladi, agencije, fundacije, organi in družbe,

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

(1) v katerih so osebe te pogodbenice upravičene uresničevati nad 50 odstotkov pravic iz kapitalske udeležbe;

(2) v zvezi s katerimi so osebe te pogodbenice pooblaščene, da imenujejo večino njihovih direktorjev ali drugače pravno usmerjajo njihova dejanja;

d) vlado te pogodbenice.

4. Izraz "ozemlje" pomeni:

a) za Republiko Slovenijo ozemlje pod njeno suverenostjo, vključno z zračnim prostorom in morskimi območji, nad katerimi Republika Slovenija izvaja suverenost ali jurisdikcijo v skladu z notranjim in mednarodnim pravom;

Article 1

Definitions

For the purpose of this Agreement:

1. The term "investment" shall mean every kind of assets or rights owned or controlled directly or indirectly by investors of one Contracting Party in the territory of the other Contracting Party in accordance with the laws and regulations of the latter including, in particular, though not exclusively:

(a) tangible and intangible and movable and immovable property and any other related property rights, such as mortgages, liens, pledges and similar rights;

(b) shares, stocks, bonds, debentures, any other form of participation in a company and loans;

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

(d) intellectual property rights, including, but not limited to, copyrights, trademarks, patents, industrial designs and patterns and technical processes, know-how, trade secrets, trade names and goodwill;

(e) rights conferred by law, either under a contract or an administrative act, by a competent state authority including concessions for prospecting, exploration and exploitation of natural resources.

The term "investment" shall also apply to "returns" retained for the purpose of re-investment and to proceeds from "liquidation".

Any alteration of the form in which assets or rights 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.

2. The term "returns" shall mean the amounts yielded by investments and in particular, though not exclusively, shall include profits, capital gains, dividends, interests, royalties or other forms of income related to the investments, managements fees and payments in kind.

3. The term "investor" shall mean:

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

(b) any legal person constituted or incorporated under the laws and regulations of that Contracting Party, such as institutions, development funds, agencies, foundations, authorities, and companies,

(c) legal persons not established or constituted under the law of a Contracting Party:

(1) in which more than 50 per cent of the equity interest is beneficially owned by persons of that Contracting Party;

(2) in relation to which persons of that Contracting Party have the power to name a majority of its directors or otherwise legally direct its actions.

(d) the Government of that Contracting Party.

4. The term "territory" shall mean:

(a) with respect to the Republic of Slovenia the territory under its sovereignty, including air space and maritime areas, over which the Republic of Slovenia exercises its sovereignty or jurisdiction, in accordance with internal and international law;

b) za Državo Kuvajt ozemlje Države Kuvajt, vključno z katerim koli območjem zunaj teritorialnega morja, ki je bilo v skladu z mednarodnim pravom določeno ali se še lahko določi po zakonih Države Kuvajt za območje, nad katerim lahko Država Kuvajt izvaja suverene pravice ali jurisdikcijo.

5. Izraz "prosto zamenljiva valuta" pomeni katero koli valuto, ki jo Mednarodni denarni sklad občasno določi za prosto uporabljivo valuto v skladu s Statutom Mednarodnega denarnega sklada in vsemi njegovimi spremembami ali dopolnitvami.

6. Izraz "brez odlašanja" pomeni tako obdobje, kot je običajno potrebno za dokončanje potrebnih formalnosti za prenos plačil. Omenjeno obdobje se začne na dan, ko je bil predložen zahtevek za prenos, in v nobenem primeru ne sme presegati enega meseca.

2. člen

Spodbujanje naložb

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

2. Pogodbenica izda za naložbe, ki jih je sprejela na svoje ozemlje, vsa potrebna dovoljenja, soglasja, potrdila, licence in pooblastila v takšnem obsegu in pod takimi pogoji, kot jih lahko določajo njeni zakoni in predpisi.

3. Pogodbenici se lahko med seboj posvetujeta na kateri koli način, ki se jima zdi primeren, da pospešita in olajšata naložbene možnosti na svojih ozemljih.

4. Pogodbenica ob upoštevanju svojih zakonov in predpisov o vstopu, bivanju in delu fizičnih oseb ne glede na njihovo državljanstvo dobronamerno prouči in ustrezno upošteva prošnje ključnega osebja, vključno z vodilnim poslovodnim in tehničnim osebjem, zaposlenega za namene naložb na njenem ozemlju, za vstop, začasno bivanje in delo na svojem ozemlju. Ožjim družinskim članom takega ključnega osebja se prizna podobna obravnava glede vstopa v pogodbenico prejemnico in začasnega bivanja v njej.

3. člen

Zaščita naložb

1. Pogodbenica naložbam vlagateljev druge pogodbenice trajno zagotavlja pošteno in pravično obravnavo. Naložbe vlagateljev ene pogodbenice so deležne popolne zaščite in varnosti na ozemlju druge pogodbenice. Pogodbenica z neupravičenimi, samovoljnimi ali diskriminacijskimi ukrepi na svojem ozemlju na noben način ne ovira vlagateljev druge pogodbenice pri upravljanju, vzdrževanju, uporabi, uživanju in širitvi naložb ali razpolaganju z njimi.

2. Pogodbenica vlagateljem druge pogodbenice zagotovi pravico dostopa do svojih sodišč, upravnih sodišč in agencij ter vseh drugih teles, pristojnih za razsojanje, in pravico pooblastiti osebe po lastni izbiri, ki po ustreznih zakonih in predpisih izpolnjujejo pogoje za uveljavljanje zahtevkov in pravic v zvezi z njihovimi naložbami.

(b) with respect to the State of Kuwait the territory of the State of Kuwait including any area beyond the territorial sea which in accordance with international law has been or may hereafter be designated under the laws of the State of Kuwait, as an area over which the State of Kuwait may exercise sovereign rights or jurisdiction.

5. The term "freely convertible currency" shall mean any currency that the International Monetary Fund determines, from time to time, as freely usable currency in accordance with the Articles of Agreement of the International Monetary Fund and any amendment thereto.

6. The term "without delay" shall mean such period as is normally required for the completion of necessary formalities for the transfer of payments. The said period shall commence on the day on which the request for transfer has been submitted and may on no account exceed one month.

Article 2

Promotion of Investments

1. Each Contracting Party shall promote and encourage, as far as possible, within its territory investments made 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, in respect of investments admitted in its territory, grant such investments all necessary permits, consents, approvals, licences and authorizations to such an extent and on such terms and conditions as may be determined by its laws and regulations.

3. Contracting Parties may consult with each other in any manner they may deem appropriate to encourage and facilitate investment opportunities within their respective territories.

4. Each Contracting Party shall, subject to its laws and regulations relating to the entry, stay and work of natural persons, examine in good faith and give due consideration, regardless of nationality or citizenship to requests of key personnel including top managerial and technical persons who are employed for the purposes of investments in its territory, to enter, remain temporary and work in its territory. Immediate family members of such key personnel shall also be granted similar treatment with regard to the entry and temporary stay in the host Contracting Party.

Article 3

Protection of Investments

1. Each Contracting Party shall accord at all times fair and equitable treatment to investments of investors of the other Contracting Party. Investments made by investors of either Contracting Party shall enjoy full 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, expansion or disposal of investments in its territory of investors of the other Contracting Party.

2. Each Contracting Party shall ensure to investors of the other Contracting Party, the right of access to its courts of justice, administrative tribunals and agencies, and all other bodies exercising adjudicatory authority, and the right to mandate persons of their choice, who qualify under applicable laws and regulations for the purpose of the assertion of claims and the enforcement of rights with respect to their investments.

3. Pogodbenica nemudoma objavi ali kako drugače omogoči dostopnost do svojih zakonov, predpisov, postopkov, navodil, smernic ter upravnih odločb in sodnih odločb s splošno veljavnostjo ter mednarodnih sporazumov, ki se nanašajo na izvajanje določb tega sporazuma ali na naložbe vlagateljev druge pogodbenice na njenem ozemlju ali lahko vplivajo na te določbe ali take naložbe.

4. Naložbe v pogodbenici prejemnici se ne pogojujejo z operativnimi zahtevami, ki niso v skladu z obveznostmi, ki jih je pogodbenica prejemnica prevzela v zvezi s sporazumi, sklenjenimi v okviru Svetovne trgovinske organizacije.

5. Naložbe vlagateljev ene ali druge pogodbenice se v pogodbenici prejemnici ne smejo sekvestrirati, zaseči ali se v zvezi z njimi sprejeti podobni ukrepi, razen v skladu z zakonitim postopkom in z ustreznimi načeli mednarodnega prava in drugimi ustreznimi določbami tega sporazuma.

4. člen

Nacionalna obravnava in obravnava po načelu države z največjimi ugodnostmi

1. Naložbam vlagateljev ene pogodbenice na ozemlju druge pogodbenice ali z njimi povezanim dohodkom se zagotovi obravnava, ki je poštena in pravična ter ni manj ugodna od tiste, ki jo druga pogodbenica zagotavlja naložbam in dohodku svojih vlagateljev ali vlagateljev katere koli tretje države.

2. Pogodbenica zagotovi vlagateljem druge pogodbenice glede upravljanja, vzdrževanja, uporabe in uživanja njihovih naložb ali razpolaganja z njimi obravnavo, ki je poštena in pravična ter ni manj ugodna od tiste, ki jo zagotavlja svojim vlagateljem ali vlagateljem katere koli tretje države.

3. 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 obstoječega ali prihodnjega prostotrgovinskega območja, carinske unije, skupnega trga ali podobnih mednarodnih sporazumov, vključno z drugimi oblikami regionalnega gospodarskega sodelovanja in mednarodnimi sporazumi za olajševanje obmejne trgovine, katerih članica je ali lahko postane ena ali druga pogodbenica;

b) katerega koli mednarodnega sporazuma, vključno z regionalnim sporazumom, ki se v celoti ali pretežno nanaša na obdavčenje.

5. člen

Razlastitev

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 razlastitev ali nacionalizacija (v nadaljevanju razlastitev), razen za namen v zvezi z notranjimi potrebami, ki je v javnem interesu, na nediskriminacijski podlagi, v skladu z zakonitim postopkom in za takojšnje, učinkovito in ustrezno nadomestilo.

3. Each Contracting Party shall promptly publish, or otherwise make publicly available, its laws, regulations, procedures, directives, guidelines and administrative rulings and judicial decisions of public application as well as international agreements which pertain to or may affect the operation of the provisions of this Agreement or investments in its territory of investors of the other Contracting Party.

4. Investments shall not be subjected in the host Contracting Party to performance requirements, which are inconsistent with the obligations that the host Contracting Party has assumed with respect to the agreements concluded under the auspices of the World Trade Organization.

5. Investments by investors of either Contracting Party shall not be subjected in the host Contracting Party to sequestration, confiscation or any other similar measures except under due process of law and in conformity with applicable principles of international law and other relevant provisions of this Agreement.

Article 4

National and Most Favoured Nation Treatment

1. Investments made by investors of one Contracting Party in the territory of the other Contracting Party, or returns related thereto, shall be accorded treatment which is fair and equitable and not less favourable than the latter Contracting Party accords to the investments and returns of its own investors or to investors of any third State.

2. Investors of one Contracting Party shall be accorded by the other Contracting Party, as regards the management, maintenance, use, enjoyment or disposal of their investments, treatment which is fair and equitable and not less favourable than the latter Contracting Party accords to its own investors or to investors of any third State.

3. 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 existing or future free trade area, customs union, common market or other similar international agreements including other forms of regional economic co-operation and international agreements to facilitate frontier trade to which either of the Contracting Parties is or may become a Party,

(b) any international including regional agreement relating wholly or mainly to taxation.

Article 5

Expropriation

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 related to the internal needs, on a non-discriminatory basis, under due process of law and against prompt, effective and adequate compensation.

2. Tako nadomestilo je enako dejanski vrednosti razlaščene naložbe in se določi in izračuna v skladu z mednarodno priznanimi načeli vrednotenja na podlagi poštene tržne vrednosti razlaščene naložbe tik pred razlastitvijo ali preden je nameravana razlastitev postala javno znana, kar je prej (v nadaljevanju datum vrednotenja). Tako nadomestilo se izračuna v prosto zamenljivi valuti po izbiri vlagatelja na podlagi veljavnega tržnega menjalnega tečaja za to valuto na datum vrednotenja in vključuje obresti po komercialni stopnji, določeni na tržni podlagi, ki pa v nobenem primeru ni nižja od veljavne obrestne mere LIBOR od datuma razlastitve do datuma plačila.

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

4. Kadar zgoraj omenjene poštene tržne vrednosti ni mogoče takoj ugotoviti, se nadomestilo določi na podlagi pravičnih načel ob upoštevanju vseh ustreznih dejavnikov in okoliščin, kot so vloženi kapital, narava in trajanje naložbe, nadomestitvena vrednost, revalorizacija, tekoči dohodek, diskontirani denarni tok, knjižna vrednost in dobro ime. Dokončno določen znesek nadomestila se nemudoma plača vlagatelju.

5. Za večjo gotovost razlastitev vključuje situacije, ko pogodbenica razlasti premoženje družbe ali podjetja, ki je registrirano ali ustanovljeno po veljavni zakonodaji na njenem ozemlju in v katerem ima vlagatelj druge pogodbenice svojo naložbo, vključno prek lastništva deležev, delnic, zadolžnic ali drugih pravic ali upravičenj.

6. Za namene tega sporazuma izraz "razlastitev" vključuje tudi posege ali ureditvene ukrepe pogodbenice, ki imajo *de facto* učinek razlastitve, ker je zaradi njihovega učinka vlagatelju dejansko odvzeto njegovo lastništvo, nadzor ali znatne koristi v zvezi z njegovo naložbo ali lahko zaradi njih naložba izgubi ekonomsko vrednost ali nastane na njej škoda, kot so zamrznitev ali blokiranje naložbe, uvedba samovoljnih ali previsokih davkov na naložbo, prisilna prodaja celotne naložbe ali njenega dela ali drugi primerljivi ukrepi.

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 na ozemlju druge pogodbenice, ta pogodbenica zagotovi glede ukrepov, ki jih sprejme v zvezi s takšnimi izgubami, vključno z nadomestilom, odškodnino in vzpostavitvijo prejšnjega stanja, obravnavo, ki ni manj ugodna od tiste, ki jo zagotavlja svojim vlagateljem ali vlagateljem katere koli tretje države.

2. Such compensation shall amount to the actual value of the expropriated investment and shall be determined and computed in accordance with internationally recognized principles of valuation on the basis of the fair market value of the expropriated investment at the time immediately before the expropriatory action was taken or the impending expropriation became publicly known, whichever is the earlier (hereinafter referred to as the "valuation date"). Such compensation shall be calculated in a freely convertible currency to be chosen by the investor, on the basis of the prevailing market rate of exchange for that currency on the valuation date and shall include interest at a commercial rate established on a market basis, however, in no event less than the prevailing LIBOR - rate of interest, from the date of expropriation until the date of payment.

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

4. Where the above-mentioned fair market value cannot be readily ascertained, the compensation shall be determined on equitable principles taking into account all relevant factors and circumstances, such as the capital invested, the nature and duration of the investment, replacement value, appreciation, current returns, discounted cash flow value, book value and goodwill. The amount of compensation finally determined shall be promptly paid to the investor.

5. For further certainty, expropriation shall include situations where a Contracting Party expropriates the assets of a company or enterprise that is incorporated or established under the laws in force in its own territory in which an investor of the other Contracting Party has an investment, including through the ownership of shares, stocks, debentures or other rights or interests.

6. For the purposes of this Agreement, the term "expropriation" shall also include interventions or regulatory measures by a Contracting Party that have a *de facto* expropriatory effect, in that their effect results in depriving the investor in fact from his ownership, control or substantial benefits over his investment or which may result in loss or damage to the economic value of the investment, such as the freezing or blocking of the investment, levying of arbitrary or excessive taxes on the investment, compulsory sale of all or part of the investment, or other comparable measures.

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.

2. Brez poseganja v prvi odstavek se vlagatelju pogodbenice, ki ima v katerem koli od primerov iz omenjenega odstavka izgubo na ozemlju druge pogodbenice, ki je posledica:

a) zaplembe njegovih naložb ali njihovega dela, ki so jo izvedle njene sile ali organi;

b) uničenja njegovih naložb ali njihovega dela, ki so ga povzročile njene sile ali organi in ne bojno delovanje ali ga niso narekovale razmere,

zagotovi vzpostavitev prejšnjega stanja ali nadomestilo, ki je v obeh primerih takojšnje, ustrezno in učinkovito.

7. člen

Prenosi

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

a) začetnega kapitala in dodatnih prispevkov za vzdrževanje ali razvoj naložb;

b) dohodka;

c) plačil po pogodbah in sredstev za odplačilo po posojilnih pogodbah in njihovih obresti, povezanih z naložbo;

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) zaslužkov in drugih prejemkov državljanov iz tujine, zaposlenih v zvezi z naložbo;

g) plačil iz 8. člena;

h) plačil, ki izhajajo iz rešitve spora.

2. Prenosi iz tega člena se opravijo brez omejitev ali odlašanja, razen pri plačilih v naravi, po menjalnem tečaju, ki velja na datum prenosa, v prosto zamenljivi valuti. V primeru odlašanja pri izvedbi zahtevanih prenosov je prizadeti vlagatelj upravičen prejeti obresti za čas takega odlašanja.

3. Prenosi se izvedejo po dnevnem tržnem menjalnem tečaju, ki velja v pogodbenici prejemnici na datum prenosa za valuto, ki naj bi se prenesla. Če ni trga za tujo valuto, se za tečaj uporabi zadnji menjalni tečaj za vhodne naložbe ali menjalni tečaj, določen v skladu s predpisi Mednarodnega denarnega sklada, ali menjalni tečaj za menjavo valut v posebne pravice črpanja ali ameriške dolarje, kar je za vlagatelja najugodnejše.

8. člen

Subrogacija

Če pogodbenica ali agencija, ki jo ta določi, opravi plačilo svojemu vlagatelju na podlagi danega jamstva ali garancije v zvezi z naložbo na ozemlju druge pogodbenice, druga pogodbenica prizna prenos vseh pravic in zahtevkov vlagatelja na prvo pogodbenico. Subrogirana pravica ali zahtevek ne sme biti večja od prvotne pravice ali zahtevka vlagatelja.

2. Without prejudice to paragraph 1, investor of one Contracting Party who in any of the events referred to in that paragraph suffers a loss in the territory of the other Contracting Party resulting from:

(a) requisitioning of its investments or part thereof by its forces or authorities;

(b) destruction of its investments or part thereof by its forces or authorities which was not caused in combat action or 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

Transfers

1. Each Contracting Party shall guarantee investors of the other Contracting Party the free transfer 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 under a contract and funds in repayment of loan agreements and their interest related to an investment;

(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) earnings and other remuneration of nationals engaged from abroad in connection with the investment;

(g) payments referred to in Article 8;

(h) payments arising out of the settlement of disputes.

2. The transfers referred to in this Article shall be made without restriction or delay, except in the case of payments in kind, at the exchange rate applicable on the date of transfer and shall be made in a freely convertible currency. In case of such delay in effecting the required transfers, the investor affected shall be entitled to receive interest for the period of such delay.

3. Transfers shall be made at the spot market rate of exchange prevailing in the host Contracting Party on the date of transfer for the currency to be transferred. In the absence of a market for foreign exchange, the rate to be applied will be the most recent rate applied to inward investments or the exchange rate determined in accordance with the regulations of the International Monetary Fund or the exchange rate for conversion of currencies into Special Drawing Rights or United States Dollars, whichever is the most favourable to the investor.

Article 8

Subrogation

If a Contracting Party or its designated agency makes a payment to its investor under an indemnity or guarantee given in respect of an investment in the territory of the other Contracting Party, the latter Contracting Party shall recognise the assignment to the first Contracting Party of all rights and claims of the investor. The subrogated right or claim shall not be greater than the original right or claim of the investor.

9. člen

Reševanje sporov med pogodbenicama

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

2. Če pogodbenici spora ne rešita v šestih (6) mesecih od začetka takih pogajanj ali posvetovanj, se spor na zahtevo ene ali druge pogodbenice s pisnim obvestilom 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, 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 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. Vsaka pogodbenica krije stroške svojega člana in svojega zastopstva v arbitražnem postopku. Pogodbenici prevzameta stroške za predsednika in druge stroške v enakih delih. Glede stroškov lahko arbitražno sodišče odloči drugače. Glede vseh drugih zadev arbitražno sodišče samo določi svoj poslovnik.

Article 9

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 through consultations or through diplomatic channels.

2. If the Contracting Parties fail to reach a settlement within six (6) months after the beginning of such negotiations or consultations, the dispute shall, upon the request of either Contracting Party, in written notice 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 who on approval by the two Contracting Parties shall be appointed Chairman of the Tribunal. The Chairman shall be appointed within three (3) months form 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 of votes. The decisions of the Tribunal shall be final and binding on both Contracting Parties. Each Contracting Party shall be responsible for the costs of its own member and of its representatives at 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. In all other respects, the Tribunal court shall define its own rules of procedure.

10. člen

Reševanje sporov med pogodbenico in vlagateljem druge pogodbenice

1. Spori, ki nastanejo med pogodbenico in vlagateljem druge pogodbenice v zvezi z njegovo naložbo na ozemlju prve pogodbenice, se, kolikor je le mogoče, rešujejo po mirni poti.

2. Če takih sporov ni mogoče rešiti v šestih mesecih od datuma, ko je stranka v sporu zahtevala mirno rešitev, tako da je pisno obvestila drugo stranko, se spor na izbiro vlagatelja, ki je stranka v sporu, predloži v reševanje prek enega od naslednjih sredstev:

Article 10

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

1. Disputes arising between a Contracting Party and an investor of the other Contracting Party in respect of an investment of the latter in the territory of the former shall, as far as possible, be settled amicably.

2. If such disputes cannot be settled within a period of six months from the date at which either party to the dispute requested amicable settlement by delivering a notice in writing to the other party, the dispute shall be submitted for resolution, at the election of the investor party to the dispute, through one of the following means:

a) v skladu s katerimi koli ustreznimi, predhodno dogovorjenimi postopki reševanja sporov;

b) pristojnemu sodišču pogodbenice, ki je stranka v sporu;

c) mednarodni arbitraži v skladu z naslednjimi odstavki tega člena.

3. Če vlagatelj izbere, da se spor predloži v reševanje mednarodni arbitraži, zagotovi še svoje pisno soglasje k predložitvi spora enemu od naslednjih teles:

a) (1) Mednarodnemu centru za reševanje investicijskih sporov (Center), ustanovljenemu na podlagi Konvencije o reševanju investicijskih sporov med državami in državljani drugih držav, ki je bila dana na voljo za podpis v Washingtonu 18. marca 1965 (Washingtonska konvencija), če sta obe pogodbenici članici Washingtonske konvencije in se Washingtonska konvencija uporablja za spor;

(2) Centru po pravilih, ki urejajo Dodatni dogovor za vodenje postopkov s strani Sekretariata Centra (pravila o Dodatnem dogovoru), če je vlagateljeva pogodbenica ali pogodbenica v sporu, vendar ne obe, članica Washingtonske konvencije;

b) arbitražnemu sodišču, ustanovljenemu po Arbitražnih pravilih (Pravila) Komisije Združenih narodov za mednarodno trgovinsko pravo (UNCITRAL), kot jih stranki v sporu lahko spremenita (organ za imenovanja iz 7. člena Pravil je generalni sekretar Centra);

c) arbitražnemu sodišču, ustanovljenemu na podlagi arbitražnih pravil katere koli arbitražne institucije, za katero se medsebojno dogovorita stranki v sporu.

4. Ne glede na dejstvo, da je vlagatelj morda spor že predložil zavezujoči arbitraži po tretjem odstavku, lahko pred začetkom arbitražnega postopka ali med postopkom sodišče ali upravno sodišče pogodbenice, ki je stranka v sporu, zahteva začasno prepoved za ohranitev njegovih pravic in upravičenj pod pogojem, da v to ni vključil zahteve za plačilo odškodnine.

5. Vsaka pogodbenica brezpogojno soglaša s predložitvijo investicijskega spora v reševanje zavezujoči arbitraži v skladu z izbiro vlagatelja po točkah a) in b) tretjega odstavka ali medsebojnim dogovorom obeh strank v sporu po točki c) tretjega odstavka.

6. a) Soglasje, dano v petem odstavku, skupaj s soglasjem, danim po tretjem odstavku, izpolnjuje zahtevo po pisnem dogovoru strank v sporu za namene II. poglavja Washingtonske konvencije, pravil o Dodatnem dogovoru, člena II Konvencije Združenih narodov o priznanju in izvršitvi tujih arbitražnih odločb, podpisane v New Yorku 10. junija 1958 (Newyorška konvencija), in 1. člena Arbitražnih pravil UNCITRAL.

(a) in accordance with any applicable, previously agreed dispute-settlement procedures;

(b) the competent court of jurisdiction of the Contracting Party party to the dispute.

(c) to international arbitration in accordance with the following paragraphs of this Article.

3. In the event that an investor elects to submit the dispute for resolution to international arbitration, the investor shall further provide its consent in writing for the dispute to be submitted to one of the following bodies:

(a) (1) The International Centre for Settlement of Investment Disputes ("the Centre"), established pursuant to the Convention on the Settlement of Investment Disputes between States and Nationals of other States opened for signature at Washington, 18 March 1965 (the "Washington Convention"), if both Contracting Parties are parties to the Washington Convention and the Washington Convention is applicable to the dispute;

(2) The Centre, under the rules governing the Additional Facility for the Administration of Proceedings by the Secretariat of the Centre (the "Additional Facility Rules"), if the Contracting Party of the investor or the Contracting Party to the dispute, but not both, is a party to the Washington Convention;

(b) an arbitral tribunal established under the Arbitration Rules (the "Rules") of the United Nations Commission on International Trade Law (UNCITRAL), as those Rules may be modified by the parties to the dispute (the Appointing Authority referred to under Article 7 of the Rules shall be the Secretary General of the Centre);

(c) an arbitral tribunal constituted pursuant to the arbitration rules of any arbitral institution mutually agreed upon between the parties to the dispute.

4. Notwithstanding the fact that the investor may have submitted a dispute to binding arbitration under paragraph 3, it may, prior to the institution of the arbitral proceeding or during the proceeding, seek before the judicial or administrative tribunals of the Contracting Party that is a party to the dispute, interim injunctive relief for the preservation of its rights and interests, provided it does not include request for payment of any damages.

5. Each Contracting Party hereby gives its unconditional consent to the submission of an investment dispute for settlement by binding arbitration in accordance with the choice of the investor under paragraph 3(a) and (b) or the mutual agreement of both parties to the dispute under paragraph 3(c).

6. (a) The consent given in paragraph 5, together with the consent given under paragraph 3, shall satisfy the requirement for written agreement of the parties to a dispute for the purposes of each of, Chapter II of the Washington Convention, the Additional Facility Rules, Article II of the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards, done at New York, June 10, 1958 (the "New York Convention"), and Article 1 of the UNCITRAL Arbitration Rules.

b) Katera koli arbitraža po tem členu, za katero se lahko medsebojno dogovorita stranki v sporu, mora potekati v državi pogodbenici Newyorške konvencije. Za namene člena I Newyorške konvencije se šteje, da zahtevki, predloženi v arbitražo po tem členu, izhajajo iz trgovinskega razmerja ali posla.

c) Pogodbenica v zvezi s katerim koli sporom, predloženim v arbitražo, ne prizna diplomatske zaščite ali vloži mednarodnega zahtevka, razen če druga pogodbenica ne upošteva odločbe, izdane v takem sporu, ali ne ravna v skladu z njo. Vendar pa diplomatska zaščita za namene te točke ne vključuje neformalnih diplomatskih izmenjav, katerih edini namen je olajšati reševanje spora.

7. Arbitražno sodišče, ustanovljeno po tem členu, odloča o zadevah v sporu v skladu s tistimi pravnimi pravili, za katera se lahko dogovorita stranki v sporu. Če takega dogovora ni, uporablja pravo pogodbenice, ki je stranka v sporu, vključno z njenimi kolizijskimi pravili in takimi priznanimi pravili mednarodnega prava, kot se lahko uporabljajo, upoštevajoč tudi ustrezne določbe tega sporazuma.

8. Za namen točke b) drugega odstavka 25. člena Washingtonske konvencije se vlagatelj, ki ni fizična oseba in je na datum pisnega soglasja iz šestega odstavka državljan pogodbenice, ki je stranka v sporu, in ki je bil pred nastankom spora med njim in to pogodbenico pod nadzorom vlagateljev druge pogodbenice, obravnava kot "državljan druge države članice" ter za namen šestega odstavka 1. člena pravil o Dodatnem dogovoru kot "državljan druge države".

9. Arbitražne odločbe, ki lahko vključujejo prisoditev obresti, so dokončne in zavezujoče za stranki v sporu. Vsaka pogodbenica nemudoma prizna tako odločbo in zagotovi učinkovito izvršitev takih odločb na svojem ozemlju.

10. V nobenem postopku, sodnem, arbitražnem ali drugačnem, ali pri izvršitvi katere koli odločitve ali arbitražne odločbe v zvezi z investicijskim sporom med pogodbenico in vlagateljem druge pogodbenice pogodbenica ne uveljavlja kot obrambo svoje suverene imunitete. Noben protizahtevek ali pravica do pobota ne sme temeljiti na dejstvu, da je zadevni vlagatelj prejel ali bo prejel na podlagi pogodbe o zavarovanju odškodnino ali drugo nadomestilo za vso domnevno škodo ali njen del od katere koli tretje strani, javne ali zasebne, vključno z drugo pogodbenico in njenimi enotami, agencijami ali institucijami.

11. 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, taka pravila v obsegu, kolikor so ugodnejša, prevladajo nad tem sporazumom.

(b) Any arbitration under this Article, as may be mutually agreed by the parties to the dispute, must be held in a state that is a party to the New York Convention. Claims submitted to arbitration hereunder shall be considered to arise out of a commercial relationship or transaction for the purposes of Article 1 of the New York Convention.

(c) Neither Contracting Party shall give diplomatic protection or bring an international claim, in respect of any dispute referred to arbitration unless the other Contracting Party shall have failed to abide by and comply with the award rendered in such dispute. However, diplomatic protection for the purposes of this sub-paragraph shall not include informal diplomatic exchanges for the sole purpose of facilitating a settlement of the dispute.

7. An arbitral tribunal established under this Article shall decide the issues in dispute in accordance with such rules of law as may be agreed by the parties to the dispute. In the absence of such agreement, it shall apply the law of the Contracting Party party to the dispute, including its rules on conflict of laws, and such recognized rules of international law as may be applicable, taking into consideration also the relevant provisions of this Agreement.

8. For the purpose of Article 25(2)(b) of the Washington Convention, an investor, other than a natural person, which has the nationality of a Contracting Party party to the dispute on the date of the consent in writing referred to in paragraph (6) and which, before a dispute between it and that Contracting Party arises, is controlled by investors of the other Contracting Party, shall be treated as a "national of another Contracting Party " and for the purpose of Article 1(6) of the Additional Facility Rules shall be treated as a "national of another State".

9. The awards of arbitration, which may include an award of interest, shall be final and binding on the parties to the dispute. Each Contracting Party shall carry out promptly any such award and shall make provision for the effective enforcement in its territory of such awards.

10. In any proceedings, judicial, arbitral or otherwise or in an enforcement of any decision or award, concerning an investment dispute between a Contracting Party and an investor of the other Contracting Party, a Contracting Party shall not assert, as a defense, its sovereign immunity. Any counterclaim or right of set-off may not be based on the fact that the investor concerned has received or will receive, pursuant to an insurance contract, indemnification or other compensation for all or part of its alleged damages from any third party whomsoever, whether public or private, including such other Contracting Party and its subdivisions, agencies or instrumentalities.

Article 11

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 rules, 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 rules shall, to the extent that they are more favourable, prevail over this Agreement.

12. 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.

13. člen

Odnosi med pogodbenicama

Določbe tega sporazuma se uporabljajo ne glede na to, ali imata pogodbenici diplomatske ali konzularne odnose.

14. člen

Posvetovanja

Predstavniki pogodbenic se po potrebi posvetujejo o kateri koli zadevi, ki vpliva na izvajanje tega sporazuma. O kraju in času teh posvetovanj se na predlog ene ali druge pogodbenice dogovori po diplomatski poti.

15. člen

Začetek veljavnosti, trajanje in prenehanje veljavnosti

1. Sporazum začne veljati trideseti dan od zadnjega pisnega obvestila, s katerim pogodbenici druga drugo uradno obvestita, da so dokončani njuni notranjepravni postopki.

2. Sporazum velja za začetno obdobje petindvajsetih (25) let in se šteje, da je podaljšan pod enakimi pogoji za pet let in tako naprej, razen če pogodbenica dvanajst (12) mesecev pred iztekom začetnega ali kasnejših obdobij veljavnosti pisno obvesti drugo pogodbenico o svoji nameri, da odpove sporazum.

3. Za naložbe, ki so bile izvedene pred datumom prenehanja veljavnosti tega sporazuma, veljajo določbe od 1. do 14. člena še za nadaljnje obdobje dvajsetih (20) let od datuma prenehanja veljavnosti tega sporazuma.

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

Sestavljeno v Ljubljani dne 26. aprila 2002, kar ustreza 13 Safar 1423 H, v dveh izvirnikih v slovenskem, arabskem in angleškem jeziku, pri čemer so vsa besedila enako verodostojna. Pri razlikah v razlagi prevlada angleško besedilo.

Za Vlado	Za Vlado
Republike Slovenije	Države Kuvajt
Tea Petrin l. r.	**Nabeela Abdulla Al-Moulla** l. r.

Article 12

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.

Article 13

Relations Between Contracting Parties

The provisions of this Agreement shall apply irrespective of the existence of diplomatic or consular relations between the Contracting Parties.

Article 14

Consultations

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

Article 15

Entry into force, Duration and Termination

1. This Agreement shall enter into force on the thirtieth day after the latter written notification with which the Contracting Parties notify each other that their respective internal legal procedures have been fulfilled.

2. This Agreement shall remain in force initially for a period of twenty five (25) years and shall be considered as renewed on the same terms for a period of five years and so forth, unless twelve (12) months before its expiration of the initial or any subsequent period either Contracting Party notifies the other in writing of its intention to terminate the Agreement.

3. In respect of investment 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 twenty (20) years from the date of termination of this Agreement.

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

Done at Ljubljana on this 26th day of April 2002 corresponding to 13 day of Safar 1423 H in two originals in the Slovene, Arabic and English languages, all texts being equally authentic. In case of any divergency, the English text shall prevail.

For the Government	For the Government
of the Republic of Slovenia	of the State of Kuwait
Tea Petrin, (s)	**Nabeela Abdulla Al-Moulla,** (s)

PROTOKOL

Ob podpisu Sporazuma med Vlado Republike Slovenije in Vlado Države Kuvajt o spodbujanju in medsebojni zaščiti naložb sta se pooblaščena predstavnika sporazumela tudi o naslednji določbi, ki je sestavni del sporazuma:

K točki c) tretjega 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 pooblaščena predstavnika podpisala ta protokol.

Sestavljeno v Ljubljani dne 26. aprila 2002, kar ustreza 13 Safar 1423 H, dveh izvirnikih v slovenskem, arabskem in angleškem jeziku, pri čemer so vsa besedila enako verodostojna. Pri razlikah v razlagi prevlada angleško besedilo.

Za Vlado
Republike Slovenije
Tea Petrin l. r.

Za Vlado
Države Kuvajt
Nabeela Abdulla Al-Moulla l. r.

PROTOCOL

At the signing of this Agreement between the Government of the Republic of Slovenia and the Government of the State of Kuwait on the Promotion and Reciprocal Protection of Investments, the authorized representatives agreed also on the following provision which is considered as part of the Agreement:

Ad Article 1, para 3(c)

Investors referred to in Article 1 paragraph 3(c) 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 at Ljubljana on this 26th day of April 2002 corresponding to 13 day of Safar 1423 H in two originals in the Slovene, Arabic and English languages, all texts being equally authentic. In case of any divergency, the English text shall prevail.

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

For the Government
of the State of Kuwait
Nabeela Abdulla Al-Moulla, (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. 410-01/02-38/1
Ljubljana, dne 27. septembra 2002

Predsednik
Državnega zbora
Republike Slovenije
Borut Pahor l. r.

– **Obvestilo o začetku veljavnosti mednarodnih pogodb**

O B V E S T I L O
o začetku veljavnosti mednarodnih pogodb

Dne 26. septembra 2002 je pričel veljati Sporazum med Vlado Republike Slovenije in Vlado Slovaške republike o znanstvenem in tehnološkem sodelovanju, podpisan v Bratislavi dne 13. novembra 2001 in objavljen v Uradnem listu Republike Slovenije – Mednarodne pogodbe, št. 21/02 (Uradni list Republike Slovenije, št. 81/02).

Dne 12. oktobra 2002 je pričel veljati Sporazum med Svetovno meteorološko organizacijo (WMO) in Vlado Republike Slovenije o pripravi trinajstega zasedanja Komisije za agrometeorologijo (CAgM-XIII), podpisan v Ljubljani dne 28. julija 2002 in objavljen v Uradnem listu Republike Slovenije – Mednarodne pogodbe, št. 22/02 (Uradni list Republike Slovenije, št. 86/02).

Ministrstvo za zunanje zadeve
Republike Slovenije

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