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89. **Zakon o ratifikaciji Sporazuma med Vlado Republike Slovenije in Vlado Irske o zračnem prometu (BIEZP)**

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 IRSKE O ZRAČNEM PROMETU (BIEZP)

Razglašam Zakon o ratifikaciji Sporazuma med Vlado Republike Slovenije in Vlado Irske o zračnem prometu (BIEZP), ki ga je sprejel Državni zbor Republike Slovenije na seji 29. novembra 2002.

Št. 001-22-159/02
Ljubljana, 10. decembra 2002

Predsednik
Republike Slovenije
Milan Kučan l. r.

Z A K O N
O RATIFIKACIJI SPORAZUMA MED VLADO REPUBLIKE SLOVENIJE IN VLADO IRSKE O ZRAČNEM PROMETU (BIEZP)

1. člen

Ratificira se Sporazum med Vlado Republike Slovenije in Vlado Irske o zračnem prometu, podpisan v Ljubljani 4. novembra 1999.

2. člen

Sporazum se v izvirniku v angleškem jeziku (popravljeno besedilo)* in prevodu v slovenskem jeziku glasi:

A G R E E M E N T
BETWEEN THE GOVERNMENT OF THE REPUBLIC OF SLOVENIA AND THE GOVERNMENT OF IRELAND ON AIR TRANSPORT

Considering that the Republic of Slovenia and Ireland are Parties to the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December, 1944;

the Government of the Republic of Slovenia and the Government of Ireland, hereinafter referred to as the "Contracting Parties";

desiring to promote their mutual relations in the field of civil aviation and to conclude an agreement for the purpose of establishing air services between and beyond their respective territories;

have agreed as follows:

S P O R A Z U M
MED VLADO REPUBLIKE SLOVENIJE IN VLADO IRSKE O ZRAČNEM PROMETU

Glede na to da sta Republika Slovenija in Irska pogodbenici Konvencije o mednarodnem civilnem letalstvu, ki je bila na voljo za podpis v Chicagu 7. decembra 1944,

sta se Vlada Republike Slovenije in Vlada Irske, v nadaljnjem besedilu "pogodbenici",

v želji, da poglobita sodelovanje na področju civilnega letalstva in skleneta sporazum o vzpostaviti zračnega prometa med svojima ozemljema in naprej,

dogovorili o:

* Izvirna dokumentacija je na vpogled v Sektorju za mednarodnopravne zadeve Ministrstva za zunanje zadeve.

Article 1
DEFINITIONS

1. For the purpose of the present Agreement and its Annex:

a) The term "the Convention" means the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December, 1944, and includes any annex adopted under Article 90 of that Convention and any amendment of the annexes or Convention under Articles 90 and 94 thereof so far as those annexes and amendments are applicable for both Contracting Parties.

b) The term "aeronautical authorities" means, in the case of the Republic of Slovenia, the Ministry of Transport and Communications, Civil Aviation Authority, and in the case of Ireland, the Minister for Transport, Energy and Communications or, in both cases, any person or body authorized to exercise the functions presently assigned to the said authorities;

c) The term "designated airline" means an airline which one Contracting Party has designated in accordance with Article 6 of the present Agreement, for the operation of the agreed air services;

d) The term "tariffs" means the prices to be paid for the carriage of passengers, baggage and cargo and the conditions under which those prices apply, including commission charges and other additional remuneration for agency or sale of transportation documents but excluding remuneration and conditions for the carriage of mail;

e) The terms "territory", "air service", "international air service", "airline", and "stop for non-traffic purposes" have the meaning respectively assigned to them in Articles 2 and 96 of the Convention.

2. The Annex forms an integral part of the present Agreement. All references to the Agreement shall include the Annex unless explicitly agreed otherwise.

Article 2
GRANT OF RIGHTS

1. Each Contracting Party grants to the other Contracting Party the rights specified in the present Agreement for the purpose of operating international air services on the routes specified in the schedules of the Annex. Such services and routes are hereafter called "agreed services" and "specified routes" respectively.

2. Subject to the provisions of the present Agreement, the airline(s) designated by each Contracting Party shall enjoy, while operating international air services:

a) the right to fly without landing across the territory of the other Contracting Party;

b) the right to make stops in the said territory for non-traffic purposes;

c) the right to embark and disembark in the said territory at the points specified in the Annex of the present Agreement, passengers, baggage, cargo and mail destined for or coming from points in the territory of the other Contracting Party;

d) the right to embark and disembark in the territory of third countries at the points specified in the Annex of the present Agreement, passengers, baggage, cargo, and mail destined for or coming from points in the territory of the other Contracting Party, specified in the Annex of the present Agreement.

3. Airlines of each Contracting Party not designated under Article 6 of this Agreement shall enjoy the rights specified in paragraphs 2(a) and (b) of this Article.

1. člen
POMEN IZRAZOV

1. V tem sporazumu in njegovi prilogi:

a) izraz "konvencija" pomeni Konvencijo o mednarodnem civilnem letalstvu, ki je bila na voljo za podpis v Chicagu 7. decembra 1944, in vključuje vsako prilogo, sprejeto na podlagi 90. člena omenjene konvencije, ter vsako spremembo prilog ali konvencije v skladu z njenim 90. in 94. členom, če te priloge in spremembe veljajo za pogodbenici;

b) izraz "pristojni organ" pomeni za Republiko Slovenijo Ministrstvo za promet in zveze, Upravo Republike Slovenije za civilno letalstvo, in za Irsko ministra za promet, energijo in zveze ali v obeh primerih katero koli osebo ali organ, pristojen za opravljanje nalog, ki jih opravljata omenjena organa;

c) izraz "določeni prevoznik" pomeni prevoznika v zračnem prometu, ki ga je v skladu s 6. členom tega sporazuma določila posamezna pogodbenica za opravljanje dogovorjenega prometa;

d) izraz "tarife" pomeni cene za prevoz potnikov, prtljage in tovora ter pogoje, pod katerimi se te cene uporabljajo, vključno s provizijo in drugimi dodatnimi plačili za posredovanje ali za prodajo prevoznih listin, izvzeti pa so plačilo in pogoji za prevoz pošte;

e) izrazi "ozemlje", "zračni promet", "mednarodni zračni promet", "prevoznik" in "pristanek v nekomercialne namene" imajo pomen, določen v 2. in 96. členu konvencije.

2. Priloga je sestavni del tega sporazuma. Vsako sklicevanje na sporazum zajema tudi prilogo, razen če ni izrecno drugače določeno.

2. člen
PROMETNE PRAVICE

1. Vsaka pogodbenica prizna drugi pogodbenici v tem sporazumu določene pravice, da opravlja mednarodni zračni promet na progah, ki so navedene v pregledu prog v prilogi. Ta promet in te proge se v nadaljevanju imenujejo "dogovorjeni promet" in "določene proge".

2. V skladu z določbami tega sporazuma ima prevoznik, ki ga je določila pogodbenica, pri opravljanju mednarodnega zračnega prometa:

a) pravico do preleta ozemlja druge pogodbenice brez pristanka;

b) pravico do pristanka na ozemlju druge pogodbenice v nekomercialne namene;

c) pravico na ozemlju druge pogodbenice v krajih, navedenih v prilogi tega sporazuma, vkrcati in izkrcati potnike, prtljago, tovor in pošto, ki so namenjeni v kraje na ozemlju druge pogodbenice ali prihajajo iz njih;

d) pravico na ozemlju tretjih držav v krajih, navedenih v prilogi tega sporazuma, vkrcati in izkrcati potnike, prtljago, tovor in pošto, ki so namenjeni v kraje na ozemlju druge pogodbenice, navedene v prilogi tega sporazuma, ali prihajajo iz njih.

3. Prevozniki pogodbenic, ki niso določeni v skladu s 6. členom tega sporazuma, uživajo pravice, navedene v točkah a) in b) drugega odstavka tega člena.

4. Nothing in this Article shall be deemed to confer on the designated airline of one Contracting Party the privilege of embarking, in the territory of the other Contracting Party, passengers, baggage, cargo and mail carried for remuneration or hire and destined for another point in the territory of that other Contracting Party.

5. If because of armed conflict, political disturbances or developments, or special and unusual circumstances, the designated airline of one Contracting Party is unable to operate a service on its normal routing, the other Contracting Party shall use its best efforts to facilitate the continued operation of such service through appropriate rearrangements of such routes, including the grant of rights for such time as may be necessary to facilitate viable operations.

Article 3

EXERCISE OF RIGHTS

1. The designated airline(s) of each Contracting Party shall enjoy fair and equal opportunities to operate the agreed services between the territories of the Contracting Parties.

2. The designated airline(s) of each Contracting Party shall take into consideration the interests of the designated airline of the other Contracting Party not to effect unduly the agreed services of the latter airline.

3. The main objective of the agreed services shall be to provide capacity corresponding to traffic demand between the territory of the Contracting Party which has designated the airline and the points served on the specified routes, based upon the principle of reciprocity.

4. The right of the designated airline(s) of either Contracting Party to carry international traffic between the territory of the other Contracting Party and the territories of third countries, as provided for under this Agreement, shall be exercised in conformity with the general principles of normal development to which both Contracting Parties subscribe and subject to the condition that the capacity shall be adapted:

a) to traffic demand to and from the territory of the Contracting Party which has designated the airline;

b) to traffic demand of the areas through which the service passes, local and regional services being taken into account;

c) to the requirements of the economical operation of the agreed services.

5. Neither Contracting Party shall unilaterally restrict the operations of the designated airline of the other, except according to the terms of the present Agreement or by such uniform conditions as may be contemplated by the Convention.

Article 4

APPLICATION OF LAWS AND REGULATIONS

1. The laws and regulations of one Contracting Party governing entry into and departure from its territory of aircraft engaged in international air transport or the operation and navigation of such aircraft over that territory shall apply to aircraft of the designated airline(s) of the other Contracting Party.

2. The laws and regulations of one Contracting Party governing entry into, sojourn in, and departure from its territory of passengers, crew, baggage, cargo or mail, such as formalities regarding entry, exit, emigration and immigration as well as customs and sanitary measures shall apply to passengers, crew, baggage, cargo or mail carried by the aircraft of the designated airline of the other Contracting Party while they are within the said territory.

4. Nobena določba tega člena ne daje določenemu prevozniku ene pogodbenice pravice, da na ozemlju druge pogodbenice za plačilo ali najemnino vkrca potnike, prtljago, tovor ali pošto, namenjeno v kakšen drug kraj na ozemlju te druge pogodbenice.

5. Če določeni prevoznik ene pogodbenice zaradi oboroženih spopadov, političnih nemirov ali dogodkov ali posebnih in neobičajnih okoliščin ne more normalno opravljati prometa na običajnih progah, si druga pogodbenica čim bolj prizadeva omogočiti nadaljevanje takega prometa z ustreznimi spremembami prog, vključno z dodelitvijo pravic, ki so nujne za opravljanje prometa v tem času.

3. člen

URESNIČEVANJE PRAVIC

1. Določeni prevozniki pogodbenic imajo pravične in enake možnosti za opravljanje dogovorjenega prometa med ozemljema pogodbenic.

2. Določeni prevoznik vsake pogodbenice mora upoštevati interese določenega prevoznika druge pogodbenice, da ne bi neupravičeno ogrožal njegovega dogovorjenega prometa.

3. Glavni namen dogovorjenega prometa je po načelu vzajemnosti zagotoviti zmogljivost, ki bo v skladu s povpraševanjem po prevozu med ozemljem pogodbenice, ki je določila prevoznika, in kraji, do katerih se opravlja promet na določenih progah.

4. Pravice določenih prevoznikov pogodbenic do opravljanja prevoza v mednarodnem zračnem prometu med ozemljem druge pogodbenice in ozemlji tretjih držav se uresničujejo v skladu s splošnimi načeli normalnega razvoja, ki jih priznavata pogodbenici, pod pogojem, da se zmogljivost prilagaja:

a) povpraševanju po prevozu na ozemlje pogodbenice, ki je določila prevoznika, in z ozemlja;

b) povpraševanju po prevozu na območjih, čez katera poteka promet, ob upoštevanju lokalnega in regionalnega prometa;

c) zahtevam po gospodarnem opravljanju dogovorjenega prometa.

5. Nobena pogodbenica ne sme enostransko omejiti opravljanja prometa določenega prevoznika druge pogodbenice, razen v skladu z določbami tega sporazuma ali z enotnimi pogoji, ki jih predvideva konvencija.

4. člen

UPORABA ZAKONOV IN PREDPISOV

1. Zakoni in predpisi ene pogodbenice, ki urejajo prihod letal, ki opravljajo mednarodni zračni promet, na njeno ozemlje in odhod z njega ali opravljanje prometa in plovbo takih letal čez to ozemlje, veljajo tudi za določenega prevoznika druge pogodbenice.

2. Zakoni in predpisi ene pogodbenice, ki urejajo prihod potnikov, posadke, prtljage, tovora ali pošte na njeno ozemlje, zadrževanje na njem in odhod z njega, kot so postopki v zvezi z vstopom in izstopom, izseljevanjem in priseljevanjem ter carinski in sanitarni postopki, veljajo za potnike, posadko, prtljago, tovor ali pošto v letalih določenega prevoznika druge pogodbenice, dokler so na tem ozemlju.

3. Neither Contracting Party may grant any preference to its own airline with regard to the designated airline of the other Contracting Party in the application of the laws and regulations provided for in this Article.

Article 5
AVIATION SECURITY

1. Consistent with their rights and obligations under international law, the Contracting Parties reaffirm that their obligation to each other to protect the security of civil aviation against acts of unlawful interference forms an integral part of the present Agreement. Without limiting the generality of their rights and obligations under international law, the Contracting Parties shall in particular act in conformity with the provisions of the Convention on Offenses and Certain Other Acts Committed on Board Aircraft, signed at Tokyo on 14 September 1963, the Convention for the Suppression of Unlawful Seizure of Aircraft, signed at the Hague on 16 December 1970, the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, signed at Montreal on 23 September 1971 and its supplementary Protocol for the Suppression of Unlawful Acts of Violence at Airports serving International Civil Aviation, signed at Montreal on 24 February 1988.

2. The Contracting Parties shall provide upon request all necessary assistance to each other to prevent acts of unlawful seizure of civil aircraft and other unlawful acts against the safety of such aircraft, their passengers and crew, airports and air navigation facilities and any other threat to the security of civil aviation.

3. The Contracting Parties shall, in their mutual relations, act in conformity with the aviation security provisions established by the International Civil Aviation Organization and designated as Annexes to the Convention to the extent that such security provisions are applicable to the Contracting Parties. They shall require that operators of aircraft of their registry or operators of aircraft who have their principal place of business or permanent residence in their territory and the operators of airports in their territory act in conformity with such aviation security provisions. Each Contracting Party shall advise the other of its intention to notify any difference to the standards of the Convention on International Civil Aviation.

4. Each Contracting Party agrees to observe the aviation security provisions referred to in paragraph 3 of this Article required by the other Contracting Party for entry into, departure from, or while within, the territory of that other Contracting Party. Each Contracting Party shall ensure that adequate measures are effectively applied within its territory to protect aircraft and to inspect passengers, crew, carry-on items, baggage, cargo and aircraft stores prior to and during boarding or loading. Each Contracting Party shall also give sympathetic consideration to any request from the other Contracting Party for reasonable special security measures to meet a particular threat.

5. When an incident or threat of an incident of unlawful seizure of civil aircraft or other unlawful acts against the safety of such aircraft, their passengers and crew, airports or air navigation facilities occurs, the Contracting Parties shall assist each other by facilitating communications and other appropriate measures as may be agreed intended to terminate rapidly and safely such incident or threat thereof.

3. Nobena pogodbenica ne sme svojemu prevozniku v primerjavi z določenim prevoznikom druge pogodbenice dajati kakršne koli prednosti pri uporabi zakonov in predpisov iz tega člena.

5. člen
VAROVANJE V LETALSTVU

1. V skladu s pravicami in obveznostmi po mednarodnem pravu pogodbenici ponovno potrjujeta, da je medsebojna obveznost varovanja civilnega letalstva pred dejanji nezakonitega vmešavanja sestavni del tega sporazuma. Ne da bi omejevali svoje pravice in obveznosti po mednarodnem pravu morata pogodbenici še posebej ravnati v skladu z določbami Konvencije o kaznivih dejanjih in nekih drugih dejanjih, storjenih na letalih, podpisane v Tokiu 14. septembra 1963, Konvencije o zatiranju nezakonite ugrabitve zrakoplovov, podpisane v Haagu 16. decembra 1970, Konvencije o zatiranju nezakonitih dejanj zoper varnost civilnega letalstva, podpisane v Montrealu 23. septembra 1971, in njenega dopolnilnega Protokola o zatiranju nezakonitih nasilnih dejanj na letališčih za mednarodno civilno letalstvo, podpisanega v Montrealu 24. februarja 1988.

2. Pogodbenici si na zahtevo medsebojno pomagata, da bi preprečili nezakonite ugrabitve civilnih letal in druga nezakonita dejanja proti varnosti takih letal, njihovih potnikov in posadk, letališč in letalskih navigacijskih naprav ter vsako drugo ogrožanje varnosti civilnega letalstva.

3. Pogodbenici v medsebojnih odnosih ravnata v skladu z določbami Mednarodne organizacije civilnega letalstva o varovanju v letalstvu, ki so opredeljene v prilogah konvencije, v tisti meri, v kateri te določbe veljajo za pogodbenici. Pogodbenici od letalskih prevoznikov, ki so vpisani v njunih registrih ali ki opravljajo pretežni del svojih dejavnosti ali imajo sedež na njunem ozemlju, ter od letaliških podjetij na svojem ozemlju zahtevata, da delujejo v skladu s takimi predpisi o varovanju v letalstvu. Vsaka pogodbenica obvesti drugo pogodbenico o svojem namenu, da bo sporočila kakršno koli odstopanje od standardov iz Konvencije o mednarodnem civilnem letalstvu.

4. Pogodbenici se strinjata, da bosta spoštovali predpise o varovanju v letalstvu, navedene v tretjem odstavku tega člena, ki jih zahteva druga pogodbenica za prihod letal na ozemlje te druge pogodbenice, odhod z njega ali dokler so na njem. Vsaka pogodbenica zagotavlja, da se na njenem ozemlju učinkovito izvajajo primerni ukrepi za varovanje letal in za pregled potnikov, posadke, ročne prtljage, prtljage, tovora in zalog pred in med vkrcavanjem ali natovarjanjem. Pogodbenica z naklonjenostjo obravnava vsako zahtevo druge pogodbenice za uvedbo posebnih razumnih varnostnih ukrepov zaradi določene grožnje.

5. Ob nezakoniti ugrabitvi ali grožnji z ugrabitvijo civilnega letala ali drugih nezakonitih dejanjih proti varnosti takih letal, potnikov in posadke, letališč ali letalskih navigacijskih naprav pogodbenici druga drugi pomagata, s tem da poskrbita za komunikacije in druge ustrezne ukrepe, za katere se lahko dogovorita, da bi se tak incident ali grožnja čim hitreje in varno končala.

6. When a Contracting Party has reasonable grounds to believe that the other Contracting Party has departed from the aviation security provisions of this Article, the aeronautical authorities of that Contracting Party may request immediate consultations with the aeronautical authorities of the other Contracting Party. Failure to reach a satisfactory agreement within 15 days from the date of such request will constitute grounds to withhold, revoke, limit or impose conditions on the operating authorization or technical permission of an airline or airlines of the other Contracting Party. When required by an emergency, a Contracting Party may take interim action prior to the expiry of 15 days.

Article 6
DESIGNATION AND OPERATING AUTHORIZATION

1. Each Contracting Party shall have the right to designate in writing one or more airlines for the purpose of operating the agreed services.

2. The aeronautical authorities which have received the notification of designation shall, subject to the provisions of paragraphs 3 and 4 of this Article, grant without delay to the designated airline of the other Contracting Party the necessary operating authorization.

3. The aeronautical authorities of either Contracting Party shall require the airline(s) designated by the other Contracting Party to prove that it is qualified to fulfil the conditions prescribed under the laws and regulations normally applied to the operation of international air services by the said authorities in conformity with the provisions of the Convention.

4. Each Contracting Party shall have the right to refuse to grant the operating authorization referred to in paragraph 2 of this Article, or to impose such conditions as it may deem necessary on the exercise of the rights specified in Article 2 of the present Agreement, whenever the said Contracting Party has no proof that a preponderant part of the ownership and effective control of that airline is vested in the Contracting Party designating the airline or in its nationals.

5. Having received the operating authorization provided for under paragraph 2 of this Article, the designated airline(s) may at any time operate the agreed services, in whole or in part, provided that the airline(s) comply with the applicable provisions of this Agreement and that tariffs established in accordance with the provisions of Article l3 of the present Agreement are in force.

Article 7
REVOCATION AND SUSPENSION OF OPERATING AUTHORIZATION

1. Each Contracting Party shall have the right to revoke or suspend an operating authorization for the exercise of the rights specified in Article 2 of the present Agreement by the designated airline(s) of the other Contracting Party or to impose such conditions as it may deem necessary on the exercise of such rights, if:

a) the said airline(s) can not prove that a preponderant part of its ownership and effective control is vested in the Contracting Party designating the airline or in its nationals, or

b) the said airline(s) fails to comply with or has seriously infringed the laws or regulations of the Contracting Party granting these rights, or

c) the said airline(s) fails to operate the agreed services in accordance with the conditions prescribed under the present Agreement.

6. Kadar ena pogodbenica upravičeno meni, da druga pogodbenica ne ravna v skladu določbami o varovanju v letalstvu iz tega člena, lahko pristojni organ te pogodbenice zahteva takojšnje posvetovanje s pristojnim organom druge pogodbenice. Če pogodbenici ne najdeta ustrezne rešitve v 15 dneh od dneva take zahteve, je to razlog za zadržanje, odvzem in preklic dovoljenja za opravljanje prometa ali tehničnega dovoljenja prevoznika ali prevoznikov druge pogodbenice, omejitev ali določitev pogojev v njem. Kadar je to upravičeno zaradi nujnosti, lahko pogodbenica uporabi začasni ukrep, preden poteče 15 dni.

6. člen
DOLOČITEV PREVOZNIKOV IN DOVOLJENJE ZA OPRAVLJANJE PROMETA

1. Vsaka pogodbenica ima pravico pisno določiti enega ali več prevoznikov za opravljanje dogovorjenega prometa.

2. Razen v primerih, določenih v tretjem in četrtem odstavku tega člena, pristojni organ po prejemu obvestila o določitvi brez odlašanja izda določenemu prevozniku druge pogodbenice potrebno dovoljenje za opravljanje prometa.

3. Pristojni organ ene pogodbenice od določenega prevoznika, ki ga je določila druga pogodbenica, zahteva, da dokaže, da izpolnjuje pogoje, določene v zakonih in predpisih, ki jih v skladu z določbami konvencije običajno uporablja omenjeni organ glede opravljanja mednarodnega zračnega prometa.

4. Vsaka pogodbenica ima pravico odkloniti izdajo dovoljenja za opravljanje prometa iz drugega odstavka tega člena ali naložiti pogoje, ki so po njenem mnenju potrebni za uresničevanje pravic iz 2. člena tega sporazuma, če nima dokazov, da so druga pogodbenica ali njeni državljani večinski lastnik in imajo dejanski nadzor nad prevoznikom, ki ga je pogodbenica določila.

5. Ko določeni prevoznik dobi dovoljenje za opravljanje prometa iz drugega odstavka tega člena, sme dogovorjeni promet opravljati kadar koli v celoti ali delno, če izpolnjuje ustrezne določbe tega sporazuma in če so tarife, določene v skladu z določbami 13. člena tega sporazuma, veljavne.

7. člen
PREKLIC IN ZAČASNI ODVZEM DOVOLJENJA ZA OPRAVLJANJE PROMETA

1. Vsaka pogodbenica ima pravico določenemu prevozniku druge pogodbenice preklicati ali začasno odvzeti dovoljenje za opravljanje prometa, izdano za uresničevanje pravic iz 2. člena tega sporazuma, ali določiti take pogoje, ki se ji zdijo potrebni za uresničevanje teh pravic, če:

a) prevoznik ne more dokazati, da so druga pogodbenica, ki je prevoznika določila, ali njeni državljani večinski lastnik prevoznika in imajo dejanski nadzor nad njim;

b) prevoznik ne spoštuje zakonov in predpisov pogodbenice, ki daje te pravice, ali če jih huje krši;

c) prevoznik ne opravlja dogovorjenega prometa pod pogoji, ki so določeni v tem sporazumu.

2. Such a right shall be exercised only after consultation with the other Contracting Party, in accordance with Article 16 of this Agreement, unless immediate revocation, suspension or imposition of the conditions provided for under paragraph 1 of this Article is essential to prevent further infringements of laws and regulations.

Article 8
RECOGNITION OF CERTIFICATES AND LICENSES

1. Certificates of airworthiness, certificates of competency and licenses issued or rendered valid by one of the Contracting Parties shall, during the period of their validity, be recognized as valid by the other Contracting Party, provided that the requirements under which such certificates or licenses were issued or rendered valid are equal to or above the minimum standards established or which may be established from time to time pursuant to the Convention.

2. Each Contracting Party reserves the right, however, to refuse to recognize as valid, for the purpose of flights over its own territory, certificates of competency and licenses granted to or rendered valid for its own nationals by the other Contracting Party or by any other State.

Article 9
EXEMPTION FROM DUTIES AND TAXES

1. Aircraft operated on international services by the designated airline of one Contracting Party, as well as their normal equipment, supplies of fuel and lubricants, aircraft stores including food, beverages and tobacco carried on board such aircraft, shall, on entering into the territory of the other Contracting Party, be exempt from all duties or taxes, to the fullest possible extent under its national laws, provided such equipment, supplies and stores remain on board until they are re-exported.

2. Subject to each Contracting Party's national laws, the following shall also be exempt from the same duties and taxes, with the exception of charges corresponding to the services rendered:

a) aircraft stores taken on board in the territory of either Contracting Party, within the limits fixed by the authorities of the said Contracting Party, and intended for use on board aircraft operated on international services by the designated airline(s) of the other Contracting Party;

b) spare parts and normal board equipment imported into the territory of either Contracting Party for the maintenance or repair of aircraft operated on international services by the designated airline(s) of the other Contracting Party;

c) fuel and lubricants destined for the designated airline of one Contracting Party to supply aircraft operated on international services, even when these supplies are to be used on any part of a journey performed over the territory of the Contracting Party in which they have been taken on board.

3. The normal board equipment as well as the materials and supplies retained on board the aircraft operated by the designated airline(s) of either Contracting Party may be unloaded in the territory of the other Contracting Party only with the approval of the customs authorities of that territory. In such a case, they may be placed under supervision of the said authorities until they are re-exported or otherwise disposed of in accordance with customs regulations.

2. Ta pravica se uporabi šele po posvetovanju z drugo pogodbenico v skladu z določbami 16. člena tega sporazuma, razen če takojšen preklic ali začasni odvzem ali določitev pogojev iz prvega odstavka tega člena ni nujna za preprečitev nadaljnjega kršenja zakonov in predpisov.

8. člen
PRIZNAVANJE POTRDIL IN LICENC

1. Spričevala o plovnosti, spričevala o usposobljenosti in licence, ki jih je izdala ali potrdila ena pogodbenica, dokler so veljavna, priznava tudi druga pogodbenica, če so bili pogoji, pod katerimi so bila taka spričevala ali licence izdane ali potrjene, enaki minimalnim standardom, ki so določeni ali se lahko občasno določijo v skladu s konvencijo, ali strožji od njih.

2. Vsaka pogodbenica si pridržuje pravico, da za lete nad svojim ozemljem ne prizna veljavnosti tistih spričeval o usposobljenosti in licenc, ki jih je njenim državljanom izdala ali potrdila druga pogodbenica ali katera koli druga država.

9. člen
OPROSTITEV CARIN IN DAJATEV

1. Letala, ki jih v mednarodnem zračnem prometu uporablja določeni prevoznik ene pogodbenice, kot tudi njihova običajna oprema, zaloge goriva in maziv ter druge zaloge, vključno s hrano, pijačo in tobakom, ki so na letalu, so ob prihodu na ozemlje druge pogodbenice v največji možni meri po notranji zakonodaji oproščeni vseh carin ali dajatev, če ostanejo na letalu, dokler niso ponovno izvoženi.

2. Pod pogoji, določenimi v notranji zakonodaji vsake pogodbenice, so omenjenih carin in dajatev, razen stroškov za opravljene storitve, oproščeni tudi:

a) zaloge na letalu, natovorjene na ozemlju ene pogodbenice v količinah, ki jih določajo njeni organi, namenjene za uporabo na letalih, ki jih za opravljanje mednarodnega prometa uporablja določeni prevoznik druge pogodbenice;

b) rezervni deli in običajna oprema na letalu, uvoženi na ozemlje ene pogodbenice za vzdrževanje ali popravilo letal, ki jih za opravljanje mednarodnega prometa uporablja določeni prevoznik druge pogodbenice;

c) gorivo in maziva, namenjena določenemu prevozniku ene pogodbenice za letala, ki jih uporablja za opravljanje mednarodnega prometa, tudi če bodo te zaloge porabljene na delu poti nad ozemljem druge pogodbenice, na katerem so bile natovorjene.

3. Običajna oprema na letalih ter material in zaloge, ki ostanejo na letalih, ki jih upravlja določeni prevoznik ene pogodbenice, smejo biti raztovorjeni na ozemlju druge pogodbenice le z dovoljenjem njenih carinskih organov. V takem primeru so lahko pod nadzorom teh organov vse do takrat, dokler niso ponovno izvoženi ali drugače porabljeni v skladu s carinskimi predpisi.

4. The exemptions provided for by this Article shall also be available in situations where the designated airline(s) of either Contracting Party has entered into arrangements with another airline or airlines for the loan or transfer in the territory of the other Contracting Party of the items specified in paragraphs 1 and 2 of this Article, provided such other airline or airlines similarly enjoy such exemptions from such other Contracting Party.

5. Passengers, baggage, cargo and mail in direct transit across the territory of either Contracting Party and not leaving the area of the airport reserved for such purpose shall, except in respect of security measures against violence, air piracy, and smuggling of controlled drugs, be subject to no more than a simplified control. Baggage and cargo in direct transit shall be exempt from customs duties and other similar taxes.

Article 10
USER CHARGES

1. Each Contracting Party may impose or permit to be imposed just and reasonable charges on the designated airline of the other Contracting Party. These charges shall be based on sound economic principles.

2. Charges for the use of airport and air navigation facilities and services offered by one Contracting Party to the designated airline of the other Contracting Party shall not be higher than those which have to be paid by national aircraft operating on scheduled international services.

Article 11
COMMERCIAL ACTIVITIES

1. The designated airline(s) of each Contracting Party shall be permitted to maintain adequate representations in the territory of the other Contracting Party. These representations may include commercial, operational and technical staff, who may consist of transferred or locally engaged personnel.

2. For the commercial activities the principle of reciprocity shall apply. The competent authorities of each Contracting Party will take all necessary steps to ensure that the representations of the airline designated by the other Contracting Party may exercise their activities in an orderly manner.

3. In particular, each Contracting Party grants to the designated airline(s) of the other Contracting Party the right to engage in the sale of air transportation in its territory directly and, at the airline's discretion, through its agents. Each airline shall have the right to sell such transportation, and any person shall be free to purchase such transportation, in the currency of that territory or in freely convertible currencies of other countries in accordance with the foreign exchange regulations in force.

Article 12
CONVERSION AND TRANSFER OF REVENUES

1. Each designated airline shall have the right to convert and remit to its country in accordance with the foreign exchange regulations in force, at the official rate of exchange, receipts in excess of sums locally disbursed in due proportion to the carriage of passengers, baggage, cargo and mail. If payments between the Contracting Parties are regulated by a special agreement, this special agreement shall apply.

4. Oprostitve, predvidene v tem členu, se uporabljajo tudi, kadar določeni prevoznik ene pogodbenice sklene dogovor z nekim drugim prevoznikom o posojilu predmetov, določenih v prvem in drugem odstavku tega člena, ali njihovem prevozu na ozemlje druge pogodbenice, če ima ta drugi prevoznik pravico do istih oprostitev na ozemlju druge pogodbenice.

5. Za potnike, prtljago, tovor in pošto v neposrednem tranzitu čez ozemlje pogodbenice, ki ne zapustijo območja, ki je na letališču namenjeno temu, velja, razen glede varnostnih ukrepov proti nasilju, zračnemu piratstvu in tihotapljenju prepovedanih drog, samo enostavni nadzor. Prtljaga in tovor v neposrednem tranzitu sta oproščena carin in dajatev.

10. člen
TAKSE ZA UPORABNIKE

1. Vsaka pogodbenica lahko uvede ali dovoli, da se uvedejo upravičene in primerne takse za določenega prevoznika druge pogodbenice. Te takse morajo biti ekonomsko utemeljene.

2. Takse, ki se odmerijo za uporabo letališč ter letalskih navigacijskih naprav in storitev, ki jih da na razpolago ena pogodbenica določenemu prevozniku druge pogodbenice, ne smejo biti višje od taks, odmerjenih za domača letala, ki se uporabljajo v rednem mednarodnem zračnem prometu.

11. člen
KOMERCIALNE DEJAVNOSTI

1. Določeni prevoznik ene pogodbenice ima pravico do ustreznih predstavništev na ozemlju druge pogodbenice. Ta predstavništva imajo lahko komercialno, operativno in tehnično osebje, ki je lahko pripeljano iz tujine ali lokalno zaposleno.

2. Pri komercialnih dejavnostih se spoštuje načelo vzajemnosti. Pristojne oblasti pogodbenic bodo storile vse, da bi omogočile predstavništvom določenih prevoznikov druge pogodbenice nemoteno opravljanje njihove dejavnosti.

3. Še posebej vsaka pogodbenica zagotavlja določenemu prevozniku druge pogodbenice, da lahko na njenem ozemlju prodaja svoje prevozne storitve neposredno, ali če želi, po agentih. Vsak prevoznik ima pravico prodajati take prevozne storitve in vsak jih lahko prosto kupuje v lokalni valuti ali v prosto zamenljivi valuti drugih držav v skladu z veljavnimi deviznimi predpisi.

12. člen
ZAMENJAVA IN PRENOS PRIHODKA

1. Vsak določen prevoznik ima v skladu z veljavnimi deviznimi predpisi pravico po uradnem tečaju zamenjati in nakazati v svojo državo presežek prihodka nad lokalnimi izdatki, ki ga je dosegel s prevozom potnikov, prtljage, tovora in pošte. Če so plačila med pogodbenicama urejena s posebnim sporazumom, velja tak sporazum.

2. Nothing in this Agreement shall affect the rights of either Contracting Party to impose taxes in accordance with their taxation legislation on a reciprocal basis.

Article 13
TARIFFS

1. The tariffs to be applied by each designated airline in connection with any transportation to and from the territory of the other Contracting Party shall be established at reasonable levels, due regard being paid to all relevant factors, including cost of operation, reasonable profit, the characteristics of each service and the tariffs charged by other airlines.

2. The tariffs referred to in paragraph 1 of this Article shall, if possible, be established by mutual agreement by the designated airlines of both Contracting Parties and after consultation with the other airlines operating over the whole or part of the same route. The designated airlines shall, wherever possible, reach such agreement through the rate-fixing procedure established by the international body which formulates proposals in this matter.

3. The tariffs so agreed shall be submitted for approval to the aeronautical authorities of the Contracting Parties at least forty five days before the proposed date of their introduction. In special cases, this time limit may be reduced, subject to the agreement of the said authorities. Unless within thirty days after the submission of the tariffs the aeronautical authorities notify each other of their disapproval, these tariffs shall be considered approved. The aeronautical authorities of both Contracting Parties may agree to reduce this period.

4. If the designated airlines cannot agree, or if a tariff is not approved by the aeronautical authorities of one Contracting Party, the aeronautical authorities of both Contracting Parties shall endeavour to determine the tariff by mutual agreement. Such negotiations shall begin within thirty days from the date when it becomes obvious that the designated airlines cannot agree upon a tariff or the aeronautical authorities of one Contracting Party have notified to the aeronautical authorities of the other Contracting Party their disapproval of a tariff.

5. In default of agreement the dispute shall be submitted to the procedure provided for in Article 17 hereafter.

6. In the case of a tariff which has been disapproved, the tariff already established shall remain in force until a new tariff has been established in accordance with the provisions of this Article or Article 17 of the present Agreement but not longer than twelve months from the date of disapproval by the aeronautical authorities of the Contracting Parties.

7. The aeronautical authorities of each Contracting Party shall exercise their best efforts to ensure that the designated airlines conform to the agreed tariffs filed with the aeronautical authorities of the Contracting Parties, and that no airline illegally rebates any portion of such tariffs by any means, directly or indirectly.

Article 14
TIME-TABLE SUBMISSION

1. Not later than thirty days prior to the operation of the agreed services the designated airline(s) shall submit the envisaged time-table for approval to the aeronautical authorities of the other Contracting Party. The same procedure shall apply to any modification thereof.

2. Nobena določba tega sporazuma ne vpliva na pravico pogodbenic, da na podlagi vzajemnosti v skladu s svojo davčno zakonodajo predpišeta dajatve.

13. člen
TARIFE

1. Tarife, ki jih vsak določen prevoznik zaračunava za prevoz na ozemlje ali z ozemlja druge pogodbenice, morajo biti določene na primerni ravni; pri tem naj se upoštevajo vsi ustrezni dejavniki, kot so stroški poslovanja, primeren dobiček, značilnosti vsake proge in tarife, ki jih zaračunavajo drugi prevozniki.

2. O tarifah iz prvega odstavka tega člena se, če je mogoče, dogovorita določena prevoznika pogodbenic po posvetovanju z drugimi prevozniki, ki opravljajo zračni promet na isti progi ali na delu te proge. Določena prevoznika, če je to mogoče, skleneta tak dogovor po postopku za določanje tarif, ki ga je uvedel mednarodni organ, ki oblikuje predloge na tem področju.

3. Tako določene tarife je treba predložiti v odobritev pristojnima organoma pogodbenic najmanj petinštirideset dni pred dnem, ki je predlagan za njihovo uveljavitev. Izjemoma se lahko omenjena organa dogovorita za krajši rok. Razen če pristojna organa v tridesetih dneh po predložitvi tarif ne sporočita drug drugemu, da se z njimi ne strinjata, se šteje, da so tarife potrjene. Pristojna organa se lahko dogovorita o skrajšanju tega roka.

4. Če se določena prevoznika ne moreta dogovoriti o tarifi ali če je ne potrdi pristojni organ ene pogodbenice, jo skušata pristojna organa pogodbenic določiti sporazumno. Pogajanja o tem se začnejo v tridesetih dneh od dneva, ko postane očitno, da se določena prevoznika ne moreta dogovoriti o tarifi, ali ko pristojni organ ene pogodbenice uradno obvesti pristojni organ druge pogodbenice, da se ne strinja s tarifo.

5. Če sporazum ni dosežen, se spor predloži v postopek, predviden v 17. členu tega sporazuma.

6. Če neka tarifa ni bila odobrena, bo že sprejeta tarifa veljala vse do takrat, dokler ne bo v skladu z določbami tega člena in 17. člena sporazuma določena nova tarifa, vendar ne dlje kot dvanajst mesecev od dneva, ko je pristojni organ ene pogodbenice sporočil svoje nestrinjanje.

7. Pristojna organa pogodbenic si morata čim bolj prizadevati, da bi zagotovila, da določeni prevozniki spoštujejo dogovorjene tarife, vložene pri njiju, in da noben prevoznik na noben način, neposredno ali posredno, protizakonito ne znižuje dela teh tarif.

14. člen
PREDLOŽITEV REDOV LETENJA

1. Določeni prevoznik ene pogodbenice mora predložiti svoje predvidene rede letenja v potrditev pristojnemu organu druge pogodbenice najmanj trideset dni prej, preden se začne dogovorjeni promet. Enak postopek velja za vsako njihovo spremembo.

2. For supplementary flights which the designated airline(s) of one Contracting Party wishes to operate on the agreed services outside the approved time-table it has to request prior permission from the aeronautical authorities of the other Contracting Party. Such request shall usually be submitted at least two working-days before operating such flights.

Article 15
PROVISION OF STATISTICS

The aeronautical authorities of both Contracting Parties shall supply each other, on request, with statistics or other similar information relating to the traffic carried on the agreed services.

Article 16
CONSULTATIONS

Either Contracting Party may at any time request consultations on the implementation, interpretation, application or amendment of the present Agreement. Such consultations between the aeronautical authorities, shall begin within a period of sixty days from the date the other Contracting Party receives the written request, unless otherwise agreed by the Contracting Parties.

Article 17
SETTLEMENT OF DISPUTES

1. Any dispute arising under the present Agreement, which cannot be settled by direct negotiations or through diplomatic channels, shall, at the request of either Contracting Party, be submitted to an arbitral tribunal.

2. In such a case, each Contracting Party shall nominate an arbitrator and the two arbitrators shall appoint a President who shall be a national of a third State. If within two months after one of the Contracting Parties has nominated its arbitrator, the other Contracting Party has not nominated its own, or, if within the month following the nomination of the second arbitrator, both arbitrators have not agreed on the appointment of the President, either Contracting Party may request the President of the Council of the International Civil Aviation Organization to proceed with the necessary nominations. If the President of the Council of the ICAO is a national of either Contracting Party, the Vice-President of that Council, who is a national of a third state, may be requested to nominate the arbitrators.

3. The arbitral tribunal shall determine its own procedure. Each Contracting Party shall pay the expences of its arbitrator. The remaining expenses of the arbitral Tribunal shall be shared equally by the Contracting Parties.

4. The Contracting Parties shall comply with any decision delivered in application of this Article.

Article 18
MODIFICATIONS

1. If either of the Contracting Parties considers it desirable to modify any provision of the present Agreement, such modification, if agreed between the Contracting Parties, shall enter into force when the Contracting Parties will have notified to each other the fulfilment of their constitutional procedures.

2. Modifications to the Annex of the present Agreement may be agreed directly between the aeronautical authorities of the Contracting Parties.

2. Določeni prevoznik ene pogodbenice mora pristojni organ druge pogodbenice zaprositi za dovoljenje za opravljanje dodatnih letov, ki jih želi opraviti v dogovorjenem prometu zunaj potrjenih redov letenja. Tako prošnjo je treba običajno predložiti vsaj dva delovna dneva pred začetkom takih letov.

15. člen
STATISTIČNI PODATKI

Pristojna organa pogodbenic na zahtevo dajeta drug drugemu statistične podatke in druge podobne informacije, ki se nanašajo na prevoz, opravljen v dogovorjenem prometu.

16. člen
POSVETOVANJA

Vsaka pogodbenica lahko kadar koli zahteva posvetovanje o izvajanju, razlagi, uporabi ali spremembi tega sporazuma. Taka posvetovanja med pristojnima organoma se začnejo v šestdesetih dneh od dneva, ko druga pogodbenica prejme pisno zahtevo, razen če se pogodbenici ne dogovorita drugače.

17. člen
REŠEVANJE SPOROV

1. Vsi spori, ki bi nastali v zvezi s tem sporazumom in jih pogodbenici ne moreta rešiti z neposrednimi pogajanji ali po diplomatski poti, se na zahtevo katere koli pogodbenice predložijo arbitražnemu sodišču.

2. V takem primeru vsaka pogodbenica imenuje enega razsodnika, ta dva pa določita predsednika, ki mora biti državljan tretje države. Če v dveh mesecih od dneva, ko je ena pogodbenica imenovala svojega razsodnika, tega ne stori tudi druga pogodbenica, ali če se v enem mesecu po tem, ko je imenovan tudi drugi razsodnik, razsodnika ne dogovorita o predsedniku, lahko katera koli pogodbenica zahteva od predsednika Sveta Mednarodne organizacije civilnega letalstva, da opravi potrebna imenovanja. Če je predsednik Sveta ICAO državljan ene od pogodbenic, opravi imenovanje podpredsednik Sveta, ki je državljan tretje države.

3. Arbitražno sodišče določi svoj poslovnik. Vsaka pogodbenica plača stroške svojega razsodnika. Preostale stroške arbitražnega sodišča krijeta pogodbenici v enakih deležih.

4. Pogodbenici morata spoštovati vsako odločitev, ki bo sprejeta na podlagi tega člena.

18. člen
SPREMEMBE

1. Če katera koli pogodbenica meni, da bi bilo zaželeno spremeniti katero koli določbo tega sporazuma, taka sprememba, če se pogodbenici dogovorita o njej, začne veljati, ko se pogodbenici medsebojno obvestita, da so končani vsi ustavni postopki.

2. Pristojna organa pogodbenic se lahko neposredno dogovorita o spremembah priloge.

3. In the event of the conclusion of any general multilateral convention concerning air transport by which both Contracting Parties become bound, the present Agreement shall be modified so as to conform with the provisions of such convention.

4. If any provision of the Agreement conflicts with an obligation which either Contracting Party may have towards a third Party, both Contracting Parties shall enter into consultations, in accordance with Article 17, to amend the Agreement in order to resolve any such conflict as soon as possible.

Article 19
TERMINATION

1. Either Contracting Party may at any time give notice in writing to the other Contracting Party of its decision to terminate the present Agreement. Such notice shall simultaneously be communicated to the International Civil Aviation Organization.

2. The Agreement shall terminate at the end of a timetable period during which twelve months after the date of receipt of the notice will have elapsed, unless the notice is withdrawn by mutual agreement before the expiry of this period.

3. In default of acknowledgement of receipt by the other Contracting Party, the notice shall be deemed to have been received fourteen days after the date on which the International Civil Aviation Organization will have received communication thereof.

Article 20
REGISTRATION WITH INTERNATIONAL CIVIL AVIATION ORGANIZATION

The present Agreement and all amendments thereto shall be registered with the International Civil Aviation Organization.

Article 21
ENTRY INTO FORCE

Each Contracting Party shall notify the other through diplomatic channels of the completion of all domestic procedures necessary to give effect to this Agreement. The Agreement shall enter into force on the date of receipt by the other Contracting Party of the later of such notification.

Done at Ljubljana this 4th day of November 1999 in duplicate in the English language.

For the Government of the Republic of Slovenia	For the Government of Ireland
Anton Bergauer (s)	**Thelma Doran** (s)

3. Ob sklenitvi kakršne koli splošne večstranske konvencije o zračnem prometu, ki bi zavezovala pogodbenici, se ta sporazum spremeni, tako da ustreza določbam take konvencije.

4. Če bi bila katera koli določba tega sporazuma v nasprotju z neko obveznostjo, ki jo ima ena ali druga pogodbenica do tretje strani, pogodbenici v skladu s 17. členom začneta posvetovanja, da bi spremenili ta sporazum in tako čim hitreje razrešili tako nasprotje.

19. člen
ODPOVED

1. Vsaka pogodbenica lahko kadar koli pisno sporoči svojo odločitev drugi pogodbenici, da odpoveduje ta sporazum. Tako obvestilo hkrati pošlje Mednarodni organizaciji civilnega letalstva.

2. Sporazum preneha veljati na koncu obdobja veljavnosti redov letenja, v katerem poteče dvanajst mesecev od dneva prejema obvestila o odpovedi, razen če ni pred potekom tega roka odpoved sporazumno umaknjena.

3. Če druga pogodbenica ne potrdi prejema obvestila o odpovedi, se šteje, da ga je prejela štirinajst dni po dnevu, ko ga je prejela Mednarodna organizacija civilnega letalstva.

20. člen
REGISTRACIJA PRI MEDNARODNI ORGANIZACIJI CIVILNEGA LETALSTVA

Ta sporazum in kakršne koli njegove spremembe se registrirajo pri Mednarodni organizaciji civilnega letalstva.

21. člen
ZAČETEK VELJAVNOSTI

Pogodbenici druga drugo po diplomatski poti obvestita, da so končani notranji postopki, potrebni za začetek veljavnosti tega sporazuma. Sporazum začne veljati na dan, ko druga pogodbenica prejme zadnje tako uradno obvestilo.

Sestavljeno v Ljubljani 4. novembra 1999 v dveh izvirnikih v angleškem jeziku.

Za Vlado Republike Slovenije	Za Vlado Irske
Anton Bergauer l. r.	**Thelma Doran** l. r.

A N N E X
ROUTE SCHEDULES

ROUTE SCHEDULE I
Routes on which air services may be operated by the designated airline(s) of the Republic of Slovenia.

Points of departure	Intermediate points	Points in Ireland	Points beyond
Points in Slovenia	to be agreed later	Points in Ireland	to be agreed later

ROUTE SCHEDULE II
Routes on which air services may be operated by the designated airline(s) of Ireland.

Points of departure	Intermediate points	Points in Slovenia	Points beyond
Points in Ireland	to be agreed later	Points in Slovenia	to be agreed later

N O T E S

1. Intermediate points and points beyond on any of the specified routes may, at the option of the designated airlines, be omitted on any or all flights.
2. Each designated airline may terminate any of its agreed services in the territory of the other Contracting Party.
3. Each designated airline may serve intermediate points and points beyond not specified in the Annex of the present Agreement on condition that no traffic rights are exercised between these points and the territory of the other Contracting Party.

P R I L O G A
PREGLEDA PROG

PREGLED PROG I
Proge, na katerih lahko opravlja zračni promet določeni prevoznik Republike Slovenije:

Odhodni kraji	Kraji vmesnega pristanka	Kraji na Irskem	Naslednji kraji
kraji v Sloveniji	o njih bo dogovorjeno pozneje	kraji na Irskem	o njih bo dogovorjeno pozneje

PREGLED PROG II
Proge, na katerih lahko opravlja zračni promet določeni prevoznik Irske:

Odhodni kraji	Kraji vmesnega pristanka	Kraji v Sloveniji	Naslednji kraji
kraji na Irskem	o njih bo dogovorjeno pozneje	kraji v Sloveniji	o njih bo dogovorjeno pozneje

OPOMBE:

1. Kraje vmesnega pristanka in naslednje kraje na določenih progah lahko določeni prevozniki, če to želijo, izpustijo na posameznem ali vseh letih.
2. Vsak določen prevoznik lahko konča kateri koli let v okviru dogovorjenega prometa na ozemlju druge pogodbenice.
3. Vsak določen prevoznik lahko leti v kraje vmesnega pristanka in v naslednje kraje, ki niso navedeni v tej prilogi, če ne uresničuje prometnih pravic med temi kraji in ozemljem druge pogodbenice.

3. člen

Za izvajanje sporazuma skrbi Ministrstvo za promet.

4. člen

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

Št. 326-06/02-38/1
Ljubljana, dne 29. novembra 2002

Podpredsednik
Državnega zbora
Republike Slovenije
Dr. Mihael Brejc l. r.

90. **Zakon o ratifikaciji Sporazuma o trgovinskem in gospodarskem sodelovanju med Vlado Republike Slovenije in Vlado Republike Moldove (BMDTGS)**

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 O TRGOVINSKEM IN GOSPODARSKEM SODELOVANJU MED VLADO REPUBLIKE SLOVENIJE IN VLADO REPUBLIKE MOLDOVE (BMDTGS)

Razglašam Zakon o ratifikaciji Sporazuma o trgovinskem in gospodarskem sodelovanju med Vlado Republike Slovenije in Vlado Republike Moldove (BMDTGS), ki ga je sprejel Državni zbor Republike Slovenije na seji 29. novembra 2002.

Št. 001-22-160/02
Ljubljana, 10. decembra 2002

Predsednik
Republike Slovenije
Milan Kučan l. r.

Z A K O N
O RATIFIKACIJI SPORAZUMA O TRGOVINSKEM IN GOSPODARSKEM SODELOVANJU MED VLADO REPUBLIKE SLOVENIJE IN VLADO REPUBLIKE MOLDOVE (BMDTGS)

1. člen

Ratificira se Sporazum o trgovinskem in gospodarskem sodelovanju med Vlado Republike Slovenije in Vlado Republike Moldove, podpisan v Kišinevu dne 11. julija 2002.

2. člen

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

S P O R A Z U M
O TRGOVINSKEM IN GOSPODARSKEM SODELOVANJU MED VLADO REPUBLIKE SLOVENIJE IN VLADO REPUBLIKE MOLDOVE

Vlada Republike Slovenije in Vlada Republike Moldove (v nadaljevanju pogodbenici) sta se

– v želji, da bi razvili in okrepili dolgoročno trgovinsko in gospodarsko sodelovanje, ki temelji na enakopravnosti in vzajemni koristi,

– prepričani, da je ta sporazum ustrezna in trdna podlaga za precejšen in skladen razvoj ter uvajanje raznovrstnosti v trgovinsko in gospodarsko sodelovanje med državama,

– v skladu z veljavnimi zakoni in predpisi obeh držav ter mednarodnimi sporazumi, ki sta jih sprejeli, glede na prakso in standarde mednarodnega trga ter ob upoštevanju določb Sporazuma o ustanovitvi Svetovne trgovinske organizacije (STO)

sporazumeli, kot sledi:

1. člen

Pogodbenici spodbujata, podpirata in olajšujeta nadaljnji razvoj gospodarskega sodelovanja med državama. V skladu z določbami tega sporazuma in ustreznimi zakoni in predpisi, ki se uporabljajo v obeh državah, pogodbenici omogočata različne oblike gospodarskih povezav med subjekti obeh držav in vse ovire pri sodelovanju premagujeta z medsebojnim dogovarjanjem.

A G R E E M E N T
ON TRADE AND ECONOMIC COOPERATION BETWEEN THE GOVERNMENT OF THE REPUBLIC OF SLOVENIA AND THE GOVERNMENT OF THE REPUBLIC OF MOLDOVA

The Government of the Republic of Slovenia and the Government of the Republic of Moldova (hereinafter referred to as "the Contracting Parties"),

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

– convinced that this Agreement is an appropriate and stable foundation for substantial and harmonious development and diversification of trade and economic cooperation between the two countries,

– in accordance with laws and regulations in force in both countries and international agreements accepted by them, considering the practices and standards of the international market and by taking into account the provisions of the Agreement on establishing the World Trade Organization (WTO),

have agreed as follows:

Article 1

The Contracting Parties shall promote, support and facilitate further development of economic cooperation between the two countries. The Contracting Parties shall in accordance with the provisions of this Agreement and with the respective laws and regulations which apply in the two countries, enable various forms of economic links among the entities of both countries and surmount any obstacle in this cooperation by mutual agreement.

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

2. člen

1. Pogodbenici si v skladu z načeli, opredeljenimi v Sporazumu o ustanovitvi Svetovne trgovinske organizacije (STO), priznavata obravnavo po načelu največjih ugodnosti za izdelke s poreklom z njunih ozemelj. To načelo se uporablja pri carinah in drugih dajatvah s podobnim učinkom, ki se zaračunavajo za izvoz, uvoz, in pri načinu plačila ter pri vseh predpisih in formalnostih v zvezi z izvozom in uvozom.

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

a. ugodnosti, ki jih pogodbenici priznavata ali jih bosta priznavali kateri koli sosednji državi, da bi olajšali obmejni promet, in

b. ugodnosti, ki jih pogodbenici priznavata ali jih bosta priznavali tretjim državam na podlagi sodelovanja v okviru carinske unije in/ali prostotrgovinskega območja in/ali sporazumov o regionalnem povezovanju, in

c. ugodnosti, ki jih je ena ali druga pogodbenica dala ali jih utegne dati kateri koli državi v razvoju po Sporazumu o ustanovitvi Svetovne trgovinske organizacije (STO) in drugih sporazumih.

3. člen

Pogodbenici si v obsegu svoje pristojnosti prizadevata zagotoviti stabilne razmere za razvoj trgovinskega in gospodarskega sodelovanja med državama s posebnim poudarkom na sodelovanju v gospodarstvu, industriji, na tehničnem in znanstveno-tehnološkem področju.

4. člen

Glede na razvoj trgovinskega in gospodarskega sodelovanja pogodbenici spodbujata medsebojno izmenjavo informacij, zlasti o svoji zakonodaji in gospodarskih programih, ter drugih informacij v vzajemnem interesu.

5. člen

1. Vsa plačila za blago med državama se opravljajo v prosto zamenljivi valuti v skladu z zakoni in predpisi, ki se uporabljajo v državah pogodbenic, in v skladu s cenami in standardnimi pogoji mednarodnega trga, razen če se stranke v trgovskem poslu ne dogovorijo drugače.

2. Računi v okviru tega sporazuma se lahko poravnajo na kateri koli mednarodno sprejemljiv način v skladu z bančno prakso na podlagi medsebojnega dogovora med udeleženimi strankami in ob upoštevanju zakonov in predpisov pogodbenic.

6. člen

Medsebojna dobava blaga temelji na pogodbah, sklenjenih med fizičnimi in pravnimi osebami pogodbenic v skladu z veljavnimi zakoni in predpisi pogodbenic in običajno trgovsko prakso glede cen, kakovosti, dobave in plačilnih pogojev.

Article 2

1. The Contracting Parties shall in accordance with the principles stipulated in the Agreement on establishing the World Trade Organization (WTO) accord to each other most-favored-nation treatment for products originating from their respective territories. This shall be practiced with regard to customs duties and other charges with similar effect which are charged for exportation, importation and with regard to the method of payment as well as to all regulations and formalities related to exports and imports.

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

a. advantages which either Contracting Party has accorded or will accord to any neighboring state in order to facilitate frontier traffic; and

b. advantages which the Contracting Parties have accorded or will accord to third states based on cooperation within the framework of a customs union and/or a free trade area and/or agreements on regional integration; and

c. advantages which either of the Contracting Parties has granted or may grant to any developing country under the Agreement on establishing the World Trade Organization (WTO) and other agreements.

Article 3

The Contracting Parties shall, within the scope of their authority, endeavor to secure stable conditions for the development of trade and economic cooperation between the two countries, focusing in particular on cooperation in economic, industrial, technical and scientific-technological domain.

Article 4

In view of the development of trade and economic cooperation, the Contracting Parties shall encourage mutual exchange of information, particularly concerning their respective legislation and economic programmes, as well as other information of mutual interest.

Article 5

1. All payments for goods between the two countries shall be made in freely usable currency in compliance with laws and regulations applicable in the countries of the Contracting Parties and in accordance with prices and standard terms of the international market, unless otherwise agreed between the parties to a commercial transaction.

2. Accounts within the framework of this Agreement may be settled in any internationally accepted way according to banking practice, based on mutual agreement among the parties involved and considering the laws and regulations of the Contracting Parties.

Article 6

Mutual supply of goods shall be based on contracts concluded between the natural and legal persons of the Contracting Parties, in accordance with valid laws and regulations of the Contracting Parties and customary commercial practices regarding price, quality, delivery and terms of payment.

7. člen

Pri izvozu blaga z državnega ozemlja ene pogodbenice na državno ozemlje druge pogodbenice po dampinških ali subvencijskih cenah (in na način, ki vpliva na domačo proizvodnjo druge pogodbenice) lahko druga pogodbenica ukrepa v skladu z načeli in pravili, opredeljenimi v Sporazumu o ustanovitvi Svetovne trgovinske organizacije (STO).

8. člen

1. Pogodbenici v skladu z zakonodajo in predpisi svojih držav druga drugi zagotavljata pomoč pri organizaciji sejmov, specializiranih razstav in predstavitvenih dejavnosti.

2. Pogodbenici se strinjata, da v skladu z ustreznimi zakoni in predpisi, ki veljajo na ozemlju držav pogodbenic, oprostita plačila carin in drugih dajatev s podobnim učinkom uvoz:

a. predstavitvenega gradiva, brezplačnih vzorcev s poreklom iz države druge pogodbenice in predmetov, pridobljenih v državi druge pogodbenice na tekmovanjih, razstavah in drugih prireditvah, in

b. blaga in opreme za sejme in razstave, ki nista namenjena prodaji.

9. člen

1. Za uresničevanje ciljev tega sporazuma se pogodbenici dogovorita o ustanovitvi mešane komisije, ki jo sestavljajo predstavniki obeh držav.

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

3. Mešana komisija glede pospeševanja in razširitve trgovinskega in gospodarskega sodelovanja med državama zlasti, a ne izključno:

a. proučuje načine in sredstva za spodbujanje in razvoj trgovinskega in gospodarskega sodelovanja med državama;

b. pregleduje napredek pri izvajanju sporazumov, dogovorov in drugih pogodb, sklenjenih med državama na področju trgovinskega in gospodarskega sodelovanja, in priporoča rešitve za težave, ki utegnejo nastati pri izvajanju takih pogodb;

c. opredeljuje področja, ki prispevajo k razvoju trgovinskega in gospodarskega sodelovanja, in daje priporočila pristojnim organom obeh držav;

d. ugotavlja težave, ki ovirajo dvostransko trgovinsko in gospodarsko sodelovanje, ter priporoča ukrepe za njihovo rešitev.

4. Mešana komisija lahko sprejme svoj poslovnik.

10. člen

Ta sporazum ne vpliva na druge mednarodne sporazume, ki sta jih pogodbenici sklenili in uveljavili.

11. člen

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

Article 7

In case of export of goods from the territory of state of one Contracting Party to the territory of state of the other Contracting Party at dumping or subsidized prices (and in a way that affects the domestic production of the second Contracting Party), may the second Contracting Party act in accordance with the principles and rules stipulated in the Agreement on establishing the World Trade Organization (WTO).

Article 8

1. The Contracting Parties shall, following the laws and regulations of their respective countries, render each other assistance in organizing fairs, specialized exhibitions and promotion actions.

2. The Contracting Parties agree to exempt from customs duties and other charges with similar effect, in accordance with the applicable laws and regulations in force in the territory of the states of the Contracting Parties, the imports of:

a. promotion material, free samples originating from the country of the other Contracting Party, as well as articles which are obtained in the country of the other Contracting Party at competitions, exhibitions and other events; and

b. goods and equipment for fairs and exhibitions, which are not intended for sale.

Article 9

1. For the purpose of implementing the objectives of this Agreement, the Contracting Parties agree to establish a Joint Commission composed of the representatives of both countries.

2. The Joint Commission shall meet once a year, or when needed, at the request of either of the Contracting Parties, in the country of either Contracting Party, alternately.

3. The Joint Commission shall in view of promoting and expanding trade and economic cooperation between the two countries in particular, though not exclusively:

a. consider ways and means to encourage and develop trade and economic cooperation between both countries;

b. review the progress of implementation of the agreements, arrangements or other contracts concluded between both countries in the field of trade and economic cooperation and recommend solutions to the problems that may arise from the implementation of such contracts;

c. identify areas which contribute to the development of trade and economic cooperation and submit recommendations to the competent authorities of both countries;

d. identify problems that hamper bilateral trade and economic cooperation and recommend measures for their solution.

4. Joint Commission may adopt Rules of procedure.

Article 10

This Agreement shall not prejudice other international agreements undertaken and enforced by the Contracting Parties.

Article 11

Disputes between the Contracting Parties concerning the interpretation and/or implementation of this Agreement shall be settled by consultation or negotiation through diplomatic channels.

12. člen

1. Pogodbenici lahko spremenita katero koli določbo tega sporazuma. Take spremembe se odobrijo v skladu s prvim odstavkom 13. člena.

2. Sprememba ali odpoved tega sporazuma na noben način ne vpliva na izpolnjevanje pogodb, sklenjenih med gospodarskimi subjekti obeh držav med njegovo veljavnostjo.

13. člen

1. Ta sporazum začne veljati trideseti dan po datumu prejema zadnje od not, s katerima se pogodbenici uradno obvestita, da so bile izpolnjene vse notranjepravne zahteve za začetek veljavnosti tega sporazuma.

2. Sporazum velja eno leto in se samodejno podaljšuje za zaporedna enoletna obdobja, razen če ga ena od pogodbenic pisno ne odpove po diplomatski poti s trimesečnim odpovednim rokom pred potekom njegove veljavnosti.

Sestavljeno v Kišinevu dne 11. julija 2002 v dveh izvirnikih v slovenskem, moldovskem in angleškem jeziku, pri čemer so vsa besedila enako verodostojna. Ob razlikah v razlagi prevlada angleško besedilo.

Za Vlado Republike Slovenije **dr. Tea Petrin** l. r.	Za Vlado Republike Moldove **Stefan Odagiu** l. r.

Article 12

1. The Contracting Parties shall be able to amend any provision of this Agreement. Such amendments shall be approved under paragraph 1 of Article 13.

2. The modification or termination of the Agreement shall in no way interfere with the fulfilment of contracts concluded between the economic entities of both countries during the period of the validity hereof.

Article 13

1. This Agreement shall enter into force on the thirtieth day after the date of receipt of the last of notes, with which the Contracting Parties notify each other that all internal legal requirements for the entry into force of this Agreement have been fulfilled.

2. This Agreement shall be in force for the period of one year and shall be automatically renewed for successive periods of one year unless one of the Contracting Parties terminates this Agreement in writing through diplomatic channels by giving three months' notice before the expiry of its validity.

Done in Chisinau on 11 July 2002 in two originals, in the Slovenian, Moldovan and English languages, all texts being equally authentic. In case of differences in interpretation, the English text shall prevail.

For the Government of the Republic of Slovenia **Dr Tea Petrin,** (s)	For the Government of the Republic of Moldova **Stefan Odagiu,** (s)

3. člen

Za izvajanje sporazuma skrbi Ministrstvo za gospodarstvo.

4. člen

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

Št. 311-04/02-50/1
Ljubljana, dne 29. novembra 2002

Podpredsednik
Državnega zbora
Republike Slovenije
Dr. Mihael Brejc l. r.

91. Zakon o ratifikaciji Sporazuma med Vlado Republike Slovenije in Zvezno vlado Zvezne republike Jugoslavije o vzajemnem spodbujanju in zaščiti naložb (BYUSZN)

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 ZVEZNO VLADO ZVEZNE REPUBLIKE JUGOSLAVIJE O VZAJEMNEM SPODBUJANJU IN ZAŠČITI NALOŽB (BYUSZN)

Razglašam Zakon o ratifikaciji Sporazuma med Vlado Republike Slovenije in Zvezno vlado Zvezne republike Jugoslavije o vzajemnem spodbujanju in zaščiti naložb (BYUSZN), ki ga je sprejel Državni zbor Republike Slovenije na seji 29. novembra 2002.

Št. 001-22-161/02
Ljubljana, 10. decembra 2002

Predsednik
Republike Slovenije
Milan Kučan l. r.

Z A K O N
O RATIFIKACIJI SPORAZUMA MED VLADO REPUBLIKE SLOVENIJE IN ZVEZNO VLADO ZVEZNE REPUBLIKE JUGOSLAVIJE O VZAJEMNEM SPODBUJANJU IN ZAŠČITI NALOŽB (BYUSZN)

1. člen

Ratificira se Sporazum med Vlado Republike Slovenije in Zvezno vlado Zvezne republike Jugoslavije o vzajemnem spodbujanju in zaščiti naložb, podpisan v Beogradu 18. junija 2002.

2. člen

Sporazum se v izvirniku v slovenskem in angleškem jeziku (popravljeno besedilo) glasi: *

S P O R A Z U M
MED VLADO REPUBLIKE SLOVENIJE IN ZVEZNO VLADO ZVEZNE REPUBLIKE JUGOSLAVIJE O VZAJEMNEM SPODBUJANJU IN ZAŠČITI NALOŽB

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

v želji, da okrepita gospodarsko sodelovanje med pogodbenicama,

z namenom, da spodbudita in ustvarita ugodne razmere za večje gospodarsko sodelovanje na področju naložb vlagateljev ene pogodbenice na ozemlju druge pogodbenice,

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

sporazumeli, kot sledi:

1. člen

Opredelitev pojmov

Za namen tega sporazuma:

1. Izraz "naložba" pomeni vsako vrsto premoženja, ki ga vlagatelji ene pogodbenice vložijo na ozemlju druge pogodbenice v skladu z zakoni in predpisi slednje, in vključuje zlasti, vendar ne izključno:

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

The Government of the Republic of Slovenia and the Federal Government of Federal Republic of Yugoslavia, 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 greater economic co-operation in the field of investments made by investors of one Contracting Party in the territory of the other Contracting Party;

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

Have agreed as follows:

ARTICLE 1

Definitions

1. For the purpose of this Agreement:

The term "investment" shall mean every kind of asset invested 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:

* Besedilo sporazuma v srbskem jeziku in izvirna dokumentacija sta na vpogled v Sektorju za mednarodnopravne zadeve Ministrstva za zunanje zadeve.

a) premičnine in nepremičnine kot tudi katere koli stvarne pravice, kot so hipoteka, zaseg, zastava in podobne pravice;

b) deleže, delnice, zadolžnice in kakršno koli drugo obliko upravičenja v družbi;

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

d) pravice intelektualne lastnine, vključno z avtorskimi in naveznimi pravicami in pravicami industrijske lastnine, kot so patenti, licence, industrijski vzorci ali modeli, blagovne znamke, dobro ime, tehnični postopki in know-how;

e) koncesije, ki jih z zakonom, upravnim aktom ali po pogodbi podeljuje pristojni državni organ, vključno s koncesijami za iskanje, raziskovanje in izkoriščanje naravnih virov.

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

2. Izraz "vlagatelj" pomeni:

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

b) pravne subjekte, ki so registrirani, ustanovljeni ali drugače pravilno organizirani v skladu z zakoni in predpisi ene pogodbenice in imajo svoj sedež na ozemlju te pogodbenice.

3. Izraz "dohodek" pomeni:

zneske, ki jih prinašajo naložbe, in vključuje zlasti, vendar ne izključno, dobiček, dividende, obresti, avtorske honorarje, licenčnine in druge podobne honorarje ali druge oblike dohodka, povezanega z naložbami.

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;

b) za Zvezno republiko Jugoslavijo: območje med kopenskimi mejami kot tudi morje, morsko dno in njegovo podzemlje onstran teritorialnega morja, nad katerimi Zvezna republika Jugoslavija v skladu s svojimi notranjimi zakoni in predpisi ter mednarodnim pravom izvaja suverene pravice ali jurisdikcijo.

2. člen

Spodbujanje in zaščita naložb

1. Vsaka pogodbenica spodbuja vlagatelje druge pogodbenice k naložbam na svojem ozemlju, ustvarja ugodne in pregledne razmere zanje ter sprejema take naložbe na svoje ozemlje v skladu s svojimi zakoni in predpisi.

2. Vsaka pogodbenica trajno zagotavlja naložbam vlagateljev druge pogodbenice in njihovemu dohodku na svojem ozemlju pošteno in pravično obravnavo.

3. Naložbe vlagateljev ene ali druge pogodbenice uživajo popolno pravno zaščito in varnost na ozemlju druge pogodbenice. Nobena pogodbenica z nerazumnimi, samovoljnimi ali diskriminacijskimi ukrepi na svojem ozemlju na noben način ne ovira vlagateljev druge pogodbenice pri upravljanju, vzdrževanju, uporabi in uživanju naložb ali razpolaganju z njimi.

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

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

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

(d) intellectual property rights, including copyrights and neighbouring rights and industrial property rights, such as patents, licences, industrial designs or models, trademarks, goodwill, technical processes and know-how;

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

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

2. The term "investor" shall mean:

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

(b) legal entities incorporated, constituted or otherwise duly organized in accordance with the laws and regulations of one Contracting Party, having their seat in the territory of that Contracting Party.

3. The term "returns" shall mean:

the amounts yielded by investments and in particular, though not exclusively, shall include profits, dividends, interests, royalties, license fees and other similar fees, or other forms of income related to the investments.

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) with respect to the Federal Republic of Yugoslavia: the area encompassed by land boundaries as well as the sea, seabed and its subsoil beyond the territorial sea over which the Federal Republic of Yugoslavia exercises, in accordance with its national laws and regulations and international law, sovereign rights or jurisdiction;

ARTICLE 2

Promotion and Protection of Investments

1. Each Contracting Party shall encourage, create favourable and transparent conditions for investors of the other Contracting Party to make investments in its territory, and shall admit such investments into its territory in accordance with its laws and regulations.

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

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

3. člen
Nacionalna obravnava in obravnava po načelu države z največjimi ugodnostmi

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

2. Vlagateljem ene pogodbenice druga pogodbenica glede upravljanja, vzdrževanja, uporabe in uživanja naložb in dohodka ali razpolaganja z njimi zagotavlja obravnavo, ki je poštena in pravična in ni manj ugodna od tiste, ki jo ta druga pogodbenica zagotavlja svojim vlagateljem ali vlagateljem katere koli tretje države.

3. Določbe tega člena se ne smejo razlagati tako, da obvezujejo eno pogodbenico, da podeli vlagateljem druge pogodbenice ali njihovim naložbam kakršno koli obravnavo, ugodnost ali privilegij na podlagi:

a) katerega koli obstoječega ali prihodnjega članstva v prostotrgovinskem območju, carinski uniji, skupnem trgu ali organizaciji za regionalno gospodarsko povezovanje ali katerega koli mednarodnega sporazuma o naložbah ali

b) katerega koli dvostranskega ali/in mnogostranskega sporazuma, ki se v celoti ali pretežno nanaša na obdavčevanje.

4. člen
Razlastitev

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

2. Nadomestilo iz prvega odstavka tega člena se izračuna na podlagi tržne vrednosti naložbe, neposredno preden je razlastitev ali nameravana razlastitev postala javno znana, kar koli je prej. Nadomestilo se izvede v zamenljivi valuti brez odlašanja in vključuje obresti po komercialni stopnji ali po londonski medbančni obrestni meri (LIBOR) od datuma razlastitve do datuma plačila in mora biti prosto prenosljivo in dejansko izplačljivo.

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

5. člen
Nadomestilo za izgube

1. Vlagateljem ene pogodbenice, pri naložbah katerih so nastale izgube zaradi vojne ali drugega oboroženega spopada, revolucije, državljanskih nemirov, izrednega stanja ali kakega podobnega dogodka na ozemlju druge pogodbenice, ta druga pogodbenica zagotovi glede ukrepov, ki jih sprejme v zvezi s takšnimi izgubami, vključno z nadomestilom, odškodnino in vzpostavitvijo v prejšnje stanje, obravnavo, ki ni manj ugodna od tiste, ki jo zagotavlja svojim vlagateljem ali vlagateljem katere koli tretje države. Kakršna koli plačila, opravljena na podlagi tega člena, so prosto prenosljiva.

ARTICLE 3
National Treatment 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 no less favourable than that which the latter Contracting Party accords to the investments and returns of its own investors or of 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 and returns, treatment which is fair and equitable and no less favourable than that which 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 investors of the other Contracting Party, or to their investments, the benefit of any treatment, preference or privilege by virtue of:

(a) any existing or future membership in a free trade area, customs union, common market or regional economic integration organisation or any international agreement on investment; or

(b) any bilateral or/and multilateral agreement relating wholly or mainly to taxation.

ARTICLE 4
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, on a non-discriminatory basis, under due process of law and against prompt, effective and adequate compensation.

2. The compensation referred to in paragraph 1 of this Article shall be computed on the basis of the market value of the investment immediately before the expropriation or impending expropriation became public knowledge, whichever is earlier. The compensation shall be made in convertible currency without delay and shall include interest at the commercial rate or the London Inter-Bank Offered Rate (LIBOR) from the date of expropriation to the date of payment, and shall be freely transferable and effectively realisable.

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 authority of that Contracting Party of its case and of valuation of its investments in accordance with the principles set out in this Article.

ARTICLE 5
Compensation for Losses

1. Investors of one Contracting Party whose investments have suffered losses owing to war or other armed conflict, revolution, civil disturbance, 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. Any payments made under this Article shall be freely transferable.

2. Brez poseganja v prvi odstavek vlagatelju pogodbenice, ki ima zaradi katerega koli dogodka iz omenjenega odstavka izgubo, ki je nastala zaradi:

a) zaplembe njegove naložbe ali njenega dela, ki so jo izvedle sile ali organi druge pogodbenice, ali

b) uničenja njegove naložbe ali njenega dela, ki so ga povzročile sile ali organi druge pogodbenice in ga ni narekovala nujnost razmer,

druga pogodbenica v vsakem primeru zagotovi vzpostavitev v prejšnje stanje ali nadomestilo, ki je v obeh primerih takojšnje, ustrezno in učinkovito, nadomestilo pa se izvede brez odlašanja v zamenljivi valuti in vključuje obresti po komercialni stopnji ali po londonski medbančni obrestni meri (LIBOR) od datuma izgub do datuma plačila in mora biti prosto prenosljivo in dejansko izplačljivo.

6. člen
Prenosi

1. Vsaka pogodbenica jamči vlagateljem druge pogodbenice, potem ko ti plačajo vse davčne obveznosti, prost prenos sredstev v zamenljivi valuti, povezanih z njihovimi naložbami, in zlasti, vendar ne izključno:

a) začetnega kapitala in dodatnega kapitala za vzdrževanje ali razvoj naložb;

b) dohodka;

c) sredstev za odplačilo posojil, povezanih z naložbo;

d) izkupička od celotne ali delne prodaje ali likvidacije naložbe;

e) kakršnega koli nadomestila ali drugega plačila iz 4. in 5. člena tega sporazuma;

f) plačil, ki izhajajo iz rešitve spora iz 9. in 10. člena tega sporazuma;

g) neporabljenih zaslužkov in drugih prejemkov osebja iz tujine, zaposlenega v zvezi z naložbo.

2. Prenosi iz tega člena se izvedejo brez nepotrebnega odlašanja po tržnem menjalnem tečaju, ki velja na datum prenosa.

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

7. člen
Subrogacija

1. Če pogodbenica ali agencija, ki jo ta določi, opravi plačilo svojemu vlagatelju na podlagi danega jamstva, garancije ali pogodbe o zavarovanju v zvezi z naložbo na ozemlju druge pogodbenice, ta druga pogodbenica prizna:

a) prenos vseh pravic in zahtevkov vlagatelja na prvo pogodbenico ali agencijo, ki jo ta določi;

b) pravico prve pogodbenice ali agencije, ki jo ta določi, da na podlagi subrogacije uresničuje vse take pravice in uveljavi take zahtevke.

2. Tako subrogirane pravice ali zahtevki ne smejo preseči prvotnih pravic ali zahtevkov vlagatelja.

8. člen
Druge obveznosti

Vsaka pogodbenica upošteva kakršno koli pravno obveznost, ki jo je morda prevzela v zvezi z določenimi naložbami vlagateljev druge pogodbenice.

2. Without prejudice to paragraph 1, an investor of a Contracting Party which, in any of the situations referred to in that paragraph, suffers a loss resulting from:

(a) requisitioning of its investment or part thereof by the forces or authorities of the other Contracting Party; or

(b) destruction of its investment or part thereof by the forces or authorities of the other Contracting Party, which was not required by the necessity of the situation,

shall in any case be accorded by the latter Contracting Party restitution or compensation which in either case shall be prompt, adequate and effective and, with respect to compensation, shall be made without delay in convertible currency and shall include interest at the commercial rate or the London Inter-Bank Offered Rate (LIBOR), from the date of losses to the date of payment and shall be freely transferable and effectively realisable.

ARTICLE 6
Transfers

1. Each Contracting Party shall, after the payment of all fiscal obligations by investors of the other Contracting Party, guarantee investors of the other Contracting Party the free transfer of funds in convertible currency related to their investments and in particular, though not exclusively:

a) initial capital and additional capital for the maintenance or development of the investments;

b) returns;

c) funds in repayment of loans related to an investment;

d) proceeds from the sale or liquidation of all or part of an investment;

e) any compensation or other payment reffered to in Articles 4 and 5 of this Agreement;

f) payments arising out of the settlement of a dispute reffered to Articles 9 and 10 of this Agreement;

g) unspent earnings and other remuneration of personnel engaged from abroad in connection with the investment.

2. The transfers referred to in this Article shall be made without undue delay at the market exchange rate applicable on the date of transfer.

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

ARTICLE 7
Subrogation

1. If a Contracting Party or its designated Agency makes a payment to its investor under an indemnity, guarantee or contract of insurance given in respect of an investment in the territory of the other Contracting Party, the latter Contracting Party shall recognize:

(a) the assignment to the former Contracting Party or its designated Agency of all rights and claims of the investor,

(b) the right of the former Contracting Party or its designated Agency to exercise all such rights and enforce such claims by virtue of subrogation.

2. The rights or claims so subrogated shall not exceed the original rights or claims of the investor.

ARTICLE 8
Other obligations

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

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 pogajanji po diplomatski poti.

2. Če pogodbenici ne rešita spora v šestih (6) mesecih po začetku pogajanj, se spor na zahtevo ene ali druge pogodbenice predloži arbitražnemu sodišču v skladu z določbami tega člena.

3. Tako arbitražno sodišče se ustanovi za vsak posamezen primer na naslednji način. V dveh (2) mesecih od prejema zahtevka za arbitražo imenuje vsaka pogodbenica enega člana arbitražnega sodišča. Ta dva člana nato izbereta državljana tretje države, s katero imata pogodbenici diplomatske odnose, ki je po odobritvi obeh pogodbenic imenovan za predsednika arbitražnega sodišča. Predsednik je imenovan 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, naj opravi potrebna imenovanja. Če je predsednik državljan ene ali druge pogodbenice ali če omenjene naloge ne more opraviti iz kakšnega drugega razloga, je zaprošen podpredsednik, da opravi potrebna imenovanja. Če je podpredsednik državljan ene ali druge pogodbenice ali če omenjene naloge ne more opraviti, je zaprošen po funkciji naslednji najstarejši član Meddržavnega sodišča, ki ni državljan ene ali druge pogodbenice, da opravi potrebna imenovanja.

5. Arbitražno sodišče odloča na podlagi določb tega sporazuma kot tudi splošno sprejetih načel in pravil mednarodnega prava. Arbitražno sodišče odloča z večino glasov. Odločitve arbitražnega sodišča so za pogodbenici dokončne in zavezujoče.

6. Vsaka pogodbenica je odgovorna za 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 tudi drugače.

7. O vseh drugih zadevah arbitražno sodišče samo določi svoj poslovnik.

10. člen

Reševanje sporov med pogodbenico in vlagateljem druge pogodbenice

1. Kakršen koli spor, ki lahko nastane med pogodbenico in vlagateljem druge pogodbenice v zvezi z naložbo tega vlagatelja na ozemlju prve pogodbenice, se rešuje prijateljsko s pogajanji.

2. Če takega spora ni mogoče rešiti s pogajanji v šestih (6) mesecih od datuma pisne zahteve za rešitev, lahko zadevni vlagatelj spor predloži:

a) pristojnemu sodišču ali upravnemu sodišču pogodbenice, ki je stranka v sporu,

b) ad hoc arbitražnemu sodišču, ki se, če se stranki v sporu ne dogovorita drugače, ustanovi po Arbitražnih pravilih Komisije Združenih narodov za mednarodno trgovinsko pravo (UNCITRAL), ali

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 by negotiations through diplomatic channels.

2. If the Contracting Parties fail to reach a settlement within six (6) months after the beginning of negotiations, the dispute shall, upon the request of either Contracting Party, be submitted to an arbitral tribunal, in accordance with the provisions of this Article.

3. Such an arbitral tribunal shall be constituted for each individual case in the following way. Within two (2)months of the receipt of the request for arbitration, each Contracting Party shall appoint one member of the tribunal. Those two members shall than select a national of a third State, with which both Contracting Parties maintain diplomatic relations, who on approval by the two Contracting Parties shall be appointed chairman of the tribunal. The Chairman shall be appointed within three (3)months from the date of appointment of the other two members.

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

5. The arbitral tribunal shall reach its decision on the basis of the provisions of this Agreement as well as of the generally accepted principles and rules of international law. The arbitral tribunal shall rule according to majority vote. The decision of the tribunal shall be final and binding on both Contracting Parties.

6. Each Contracting Party shall be responsible for the costs of its own member and of its 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.

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

ARTICLE 10

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

1. Any dispute which may arise between a Contracting Party and an investor of the other Contracting Party concerning an investment of that investor in the territory of the former Contracting Party shall be settled amicably through negotiations.

2. If such a dispute cannot be settled by negotiations within a period of six (6) months from the date of a written request for settlement, the investor concerned may submit the dispute to:

(a) the competent court or administrative tribunal of the Contracting Party, party to the dispute,

(b) an *ad hoc* tribunal which, unless otherwise agreed upon by the parties to the dispute, shall be established under the arbitration rules of the United Nations Commission on International Trade Law (UNCITRAL); or

c) Mednarodnemu centru za reševanje investicijskih sporov (Center), ustanovljenemu na podlagi Konvencije o reševanju investicijskih sporov med državami in državljani drugih držav (konvencija ICSID), ki je bila dana na voljo za podpis v Washingtonu D.C. 18. marca 1965, če sta pogodbenici članici konvencije ICSID;

d) Centru po pravilih, ki urejajo Dodatni dogovor o postopkih, ki jih vodi Sekretariat Centra (pravila o Dodatnem dogovoru), če je vlagateljeva pogodbenica ali pogodbenica, ki je stranka v sporu, vendar ne obe, članica konvencije ICSID.

3. Vsaka pogodbenica brezpogojno soglaša s predložitvijo investicijskega spora mednarodni spravi ali arbitraži.

4. Soglasje pogodbenice, dano v tretjem odstavku tega člena, skupaj z bodisi vlagateljevo pisno predložitvijo spora v reševanje ali vnaprejšnjim vlagateljevim pisnim soglasjem k taki predložitvi predstavlja pisno soglasje in pisni dogovor strank v sporu, da se ta predloži v reševanje za namene II. poglavja konvencije ICSID, pravil ICSID o Dodatnem dogovoru, 1. člena Arbitražnih pravil UNCITRAL, Arbitražnih pravil ICC in člena II Konvencije Združenih narodov o priznanju in izvršitvi tujih arbitražnih odločb (Newyorška konvencija).

5. Pravni subjekti s pripadnostjo pogodbenici, stranki v sporu, ki so pred nastankom spora med njimi in to pogodbenico pod nadzorom fizičnih ali pravnih oseb druge pogodbenice, se za namen točke b) drugega odstavka 25. člena konvencije ICSID obravnavajo kot "državljan druge države članice".

6. Pogodbenica ne uveljavlja kot obrambo, protizahtevek, pravico do pobota ali iz katerega koli drugega razloga tega, da je bila ali bo prejeta na podlagi jamstva, garancije ali pogodbe o zavarovanju odškodnina ali drugo nadomestilo za vso domnevno škodo ali njen del.

7. Nobena pogodbenica v zvezi s katero koli zadevo, predloženo v arbitražo, ne ukrepa po diplomatski poti, dokler se postopek ne konča in druga pogodbenica ne upošteva odločbe, izdane v takem postopku, ali ne ravna v skladu z njo.

8. Arbitražna odločba je dokončna in zavezujoča za stranki v sporu ter se prizna in izvrši v skladu z notranjim in mednarodnim pravom.

11. člen

Uporaba drugih pravil

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

12. člen

Uporaba sporazuma

Ta sporazum se uporablja za vse naložbe vlagateljev 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, in se uporablja od datuma začetka veljavnosti tega sporazuma.

(c) the International Centre for the Settlement of Investment Disputes (the "Centre"), established under the Convention on the Settlement of Investment Disputes between States and Nationals of other States (the "ICSID Convention") opened for signature in Washington DC on March 18,1965, if both Contracting Parties are parties to the ICSID Convention;

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

3. Each Contracting Party hereby consents unconditionally to the submission of an investment dispute to international conciliation or arbitration.

4. The consent given by the Contracting Party in paragraph 3. of this Article, together with either the written submission of the dispute to resolution by the investor or the investor s advance written consent to such submission, shall constitute the written consent and the written agreement of the parties to the dispute to its submission for settlement for the purposes of Chapter II of the ICSID Convention, the ICSID Additional Facility Rules, Article I of the UNCITRAL Arbitration Rules, the Rules of Arbitration of the ICC and Article II of the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards ("the New York Convention").

5. Legal entities which has the nationality of a Contracting Party, party to the dispute, and which, before the dispute between it and that Contracting Party arises, is controlled by natural or legal persons of the other Contracting Party, shall for the purpose of Article 25 (2) (b) of the ICSID Convention be treated as a "national of another Contracting Party".

6. A Contracting Party shall not assert as a defence, counter clame, right of set-off or for any other reason, that indemnification or other compensation for all or part of the alleged damages has been received or will be received pursuant to an indemnity, guarantee or insurance contract.

7. Neither Contracting Party shall pursue through diplomatic channels any matter referred to arbitration until the proceedings have terminated and a Contracting Party has failed to abide by or to comply with the award rendered in those proceedings.

8. The award shall be final and binding on both parties to the dispute and shall be recognised and enforced in accordance with internal and international law.

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 a regulation, whether general or specific, entitling investments made by investors of the other Contracting Party to a treatment more favourable than is provided for by this Agreement, such provisions shall, to the extent that they are more favourable, prevail over this Agreement.

ARTICLE 12

Application of the Agreement

This Agreement shall apply to all investments by investors of 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 and shall apply from the date of entry into force of this Agreement.

13. člen
Splošne izjeme

1. Nič v tem sporazumu se ne razume, kot da preprečuje pogodbenici, da ukrepa za uresničevanje svojih mednarodnih obveznosti za ohranjanje mednarodnega miru in varnosti ali jih šteje za potrebne za zaščito svojih temeljnih varnostnih interesov.

2. Določbe tega člena se ne uporabljajo za 4. člen, 5. člen ali za točko e) prvega odstavka 6. člena.

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. Ta sporazum začne veljati prvi dan naslednjega koledarskega meseca po mesecu prejema zadnjega od uradnih obvestil, s katerima se pogodbenici uradno obvestita, da so izpolnjene zahteve njune notranje zakonodaje za začetek veljavnosti sporazuma.

2. Ta sporazum velja za začetno obdobje desetih (10) let in se šteje, da je podaljšan pod istimi pogoji za obdobje petih (5) let in tako naprej, razen če dvanajst (12) mesecev pred iztekom njegove veljavnosti ena ali druga pogodbenica pisno ne obvesti druge o svoji nameri, da ga odpove.

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

V DOKAZ TEGA sta podpisana predstavnika, ki sta bila za to pravilno pooblaščena, podpisala ta sporazum.

Sestavljeno v dveh izvodih v Beogradu dne 18. 6. 2002 v slovenskem, srbskem in angleškem jeziku, pri čemer so vsa besedila enako verodostojna. Pri razlikah v razlagi prevlada angleško besedilo.

Za Vlado
Republike Slovenije
dr. Janez Drnovšek l. r.

Za Zvezno vlado
Zvezne republike Jugoslavije
Dragiša Pešić l. r.

ARTICLE 13
General Exceptions

1. Nothing in this Agreement shall be construed so as to prevent a Contracting Party from taking any action in pursuance of its international obligations for the maintenance of international peace and security or which it considers necessary for the protection of its essential security interests.

2. The provisions of this Article shall not apply to Article 4, Article 5 or paragraph 1 (e) of Article 6.

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 first day of the next calendar month following the month of receipt of the latter of the two notifications with which the Contracting Parties notify each other that the requirements of their national legislation for the entry into force of the Agreement have been fulfilled.

2. This Agreement shall remain in force initially for a period of ten (10) years and shall be considered as renewed on the same terms for a period of five (5) years and so forth, unless twelve (12) months before its expiration either Contracting Party notifies the other in writing of its intention to terminate the Agreement.

3. In respect of 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 ten (10) years from that date termination of this Agreement.

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

Done in duplicate at Beograd on 18. 6. 2002, in the Slovenian, Serbian and English languages, all texts being equally authentic. In case of any divergence of interpretation, the English text shall prevail.

FOR THE GOVERNMENT
OF THE REPUBLIC OF
SLOVENIA
Dr Janez Drnovšek, (s)

FOR THE FEDERAL GOVERNMENT
OF THE FEDERAL
REPUBLIC OF YUGOSLAVIA
Dragiša Pešić, (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. 410-01/02-39/1
Ljubljana, dne 29. novembra 2002

Podpredsednik
Državnega zbora
Republike Slovenije
Dr. Mihael Brejc l. r.

92. **Uredba o ratifikaciji Spremembe in prilagoditev k Montrealskemu protokolu o substancah, ki škodljivo delujejo na ozonski plašč**

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

U R E D B O

O RATIFIKACIJI SPREMEMBE IN PRILAGODITEV K MONTREALSKEMU PROTOKOLU O SUBSTANCAH, KI ŠKODLJIVO DELUJEJO NA OZONSKI PLAŠČ

1. člen

Ratificirajo se Sprememba in prilagoditve k Montrealskemu protokolu o substancah, ki škodljivo delujejo na ozonski plašč, sprejete na Konferenci pogodbenic v Pekingu 3. decembra 1999.

2. člen

Sprememba in prilagoditve se v izvirniku v angleškem in v prevodu v slovenskem jeziku glasijo:

A M E N D M E N T TO THE MONTREAL PROTOCOL ON SUBSTANCES THAT DEPLETE THE OZONE LAYER

Article 1: Amendment

A. Article 2, paragraph 5

In paragraph 5 of Article 2 of the Protocol, for the words:

Articles 2A to 2E

there shall be substituted:

Articles 2A to 2F

B. Article 2, paragraphs 8(a) and 11

In paragraphs 8(a) and 11 of Article 2 of the Protocol, for the words:

Articles 2A to 2H

there shall be substituted:

Articles 2A to 2I

C. Article 2F, paragraph 8

The following paragraph shall be added after paragraph 7 of Article 2F of the Protocol:

8. Each Party producing one or more of these substances shall ensure that for the twelve-month period commencing on 1 January 2004, and in each twelve-month period thereafter, its calculated level of production of the controlled substances in Group I of Annex C does not exceed, annually, the average of:

(a) The sum of its calculated level of consumption in 1989 of the controlled substances in Group I of Annex C and two point eight per cent of its calculated level of consumption in 1989 of the controlled substances in Group I of Annex A; and

(b) The sum of its calculated level of production in 1989 of the controlled substances in Group I of Annex C and two point eight per cent of its calculated level of production in 1989 of the controlled substances in Group I of Annex A.

However, in order to satisfy the basic domestic needs of the Parties operating under paragraph 1 of Article 5, its calculated level of production may exceed that limit by up to fifteen per cent of its calculated level of production of the controlled substances in Group I of Annex C as defined above.

S P R E M E M B A MONTREALSKEGA PROTOKOLA O SUBSTANCAH, KI ŠKODLJIVO DELUJEJO NA OZONSKI PLAŠČ

1. člen: Sprememba

A. 2. člen, peti odstavek

V petem odstavku 2. člena protokola se besede:

člene 2 A do 2 E

nadomestijo z:

člene 2 A do 2 F

B. 2. člen, osmi (a) in enajsti odstavek

V osmem (a) in enajstem odstavku 2. člena protokola se besede:

člene 2 A do 2 H

nadomestijo z:

člene 2 A do 2 I

C. člen 2 F, osmi odstavek

Za sedmim odstavkom 2 F člena protokola se doda odstavek:

8. Vsaka pogodbenica, ki proizvaja eno ali več teh substanc, zagotovi, da za dvanajstmesečno obdobje, ki se začne 1. januarja 2004, in za vsako dvanajstmesečno obdobje po tem njena obračunska raven proizvodnje nadzorovanih substanc iz skupine I priloge C letno ne preseže povprečja:

(a) vsote njene obračunske ravni porabe nadzorovanih substanc iz skupine I priloge C v letu 1989 in dveh celih osem odstotka njene obračunske ravni porabe nadzorovanih substanc iz skupine I priloge A v letu 1989 ter

(b) vsote njene obračunske ravni proizvodnje nadzorovanih substanc iz skupine I priloge C v letu 1989 in dveh celih osem odstotka njene obračunske ravni proizvodnje nadzorovanih substanc iz skupine I priloge A v letu 1989.

Ne glede na zadovoljitev osnovnih domačih potreb pogodbenic iz prvega odstavka 5. člena njena obračunska raven proizvodnje lahko preseže to mejo za največ petnajst odstotkov njene obračunske ravni proizvodnje nadzorovanih substanc iz skupine I priloge C, kot je to določeno zgoraj.

D. Article 2I
The following Article shall be inserted after Article 2H of the Protocol:

Article 2I: Bromochloromethane

Each Party shall ensure that for the twelve-month period commencing on 1 January 2002, and in each twelve-month period thereafter, its calculated level of consumption and production of the controlled substance in Group III of Annex C does not exceed zero. This paragraph will apply save to the extent that the Parties decide to permit the level of production or consumption that is necessary to satisfy uses agreed by them to be essential.

E. Article 3
In Article 3 of the Protocol, for the words:
Articles 2, 2A to 2H
there shall be substituted:
Articles 2, 2A to 2I

F. Article 4, paragraphs 1 *quin.* and 1 *sex.*
The following paragraphs shall be added to Article 4 of the Protocol after paragraph 1 *qua*:
1 *quin*. As of 1 January 2004, each Party shall ban the import of the controlled substances in Group I of Annex C from any State not party to this Protocol.

1 *sex*. Within one year of the date of entry into force of this paragraph, each Party shall ban the import of the controlled substance in Group III of Annex C from any State not party to this Protocol.

G. Article 4, paragraphs 2 *quin.* and 2 *sex.*
The following paragraphs shall be added to Article 4 of the Protocol after paragraph 2 *qua*:
2 *quin*. As of 1 January 2004, each Party shall ban the export of the controlled substances in Group I of Annex C to any State not party to this Protocol.

2 *sex*. Within one year of the date of entry into force of this paragraph, each Party shall ban the export of the controlled substance in Group III of Annex C to any State not party to this Protocol.

H. Article 4, paragraphs 5 to 7
In paragraphs 5 to 7 of Article 4 of the Protocol, for the words:
Annexes A and B, Group II of Annex C and Annex E
there shall be substituted:
Annexes A, B, C and E

I. Article 4, paragraph 8
In paragraph 8 of Article 4 of the Protocol, for the words:
Articles 2A to 2E, Articles 2G and 2H
there shall be substituted:
Articles 2A to 2I

J. Article 5, paragraph 4
In paragraph 4 of Article 5 of the Protocol, for the words:
Articles 2A to 2H
there shall be substituted:
Articles 2A to 2I

D. 2 I člen
Za 2 H členom protokola se doda člen:

2 I člen: Bromoklorometan

Vsaka pogodbenica zagotovi, da za dvanajstmesečno obdobje, ki se začne 1. januarja 2002, in za vsako dvanajstmesečno obdobje po tem njena obračunska raven porabe in proizvodnje nadzorovane substance iz skupine III priloge C ne preseže ničelne ravni. Ta odstavek se bo uporabljal, če se pogodbenice ne odločijo dovoliti ravni proizvodnje ali porabe, potrebne za zadovoljitev uporabe, za katero so se sporazumele, da je bistvenega pomena.

E. 3. člen
V 3. členu protokola se besede:
2. člen, členi 2 A do 2 H
nadomestijo z:
2. člen, členi 2 A do 2 I

F. 4. člen, prvi odstavek *quin* in *sex*
Za prvim odstavkom *qua* 4. člena protokola se dodata odstavka:
1 *quin* Od 1. januarja 2004 vsaka pogodbenica prepove uvoz nadzorovanih substanc iz skupine I priloge C iz katere koli države, ki ni pogodbenica tega protokola.
1 *sex* V enem letu po začetku veljavnosti tega odstavka vsaka pogodbenica prepove uvoz nadzorovane substance iz skupine III priloge C iz katere koli države, ki ni pogodbenica tega protokola.

G. 4. člen, drugi odstavek *quin* in *sex*
Za drugim odstavkom *qua* 4. člena protokola se dodata odstavka:
2 *quin* Od 1. januarja 2004 vsaka pogodbenica prepove izvoz nadzorovanih substanc iz skupine I priloge C v katero koli državo, ki ni pogodbenica tega protokola.
2 *sex* V enem letu od začetka veljavnosti tega odstavka vsaka pogodbenica prepove izvoz nadzorovane substance iz skupine III priloge C v katero koli državo, ki ni pogodbenica tega protokola.

H. 4. člen, peti do sedmi odstavek
V petem do sedmem odstavku 4. člena protokola se besede:
priloge A in B, skupina II priloge C in priloge E
nadomestijo z:
priloge A, B, C in E

I. 4. člen, osmi odstavek
V osmem odstavku 4. člena protokola se besede:
členi 2 A do 2 E, členi 2 G in 2 H
nadomestijo z:
členi 2 A do 2 I

J. 5. člen, četrti odstavek
V četrtem odstavku 5. člena protokola se besede:
členi 2 A do 2 H
nadomestijo z:
členi 2 A do 2 I

K. Article 5, paragraphs 5 and 6

In paragraphs 5 and 6 of Article 5 of the Protocol, for the words:

Articles 2A to 2E

there shall be substituted:

Articles 2A to 2E and Article 2I

L. Article 5, paragraph 8 *ter* (a)

The following sentence shall be added at the end of subparagraph 8 *ter* (a) of Article 5 of the Protocol:

As of 1 January 2016 each Party operating under paragraph 1 of this Article shall comply with the control measures set out in paragraph 8 of Article 2F and, as the basis for its compliance with these control measures, it shall use the average of its calculated levels of production and consumption in 2015;

M. Article 6

In Article 6 of the Protocol, for the words:

Articles 2A to 2H

there shall be substituted:

Articles 2A to 2I

N. Article 7, paragraph 2

In paragraph 2 of Article 7 of the Protocol, for the words:

Annexes B and C

there shall be substituted:

Annex B and Groups I and II of Annex C

O. Article 7, paragraph 3

The following sentence shall be added after the first sentence of paragraph 3 of Article 7 of the Protocol:

Each Party shall provide to the Secretariat statistical data on the annual amount of the controlled substance listed in Annex E used for quarantine and pre-shipment applications.

P. Article 10

In paragraph 1 of Article 10 of the Protocol, for the words:

Articles 2A to 2E

there shall be substituted:

Articles 2A to 2E and Article 2I

Q. Article 17

In Article 17 of the Protocol, for the words:

Articles 2A to 2H

there shall be substituted:

Articles 2A to 2I

R. Annex C

The following group shall be added to Annex C to the Protocol:

Group	Substance	Number of Isomers	Ozone-Depleting Potential
Group III			
CH_2BrCl	bromochloromethane	1	0.12

K. 5. člen, peti in šesti odstavek

V petem in šestem odstavku 5. člena protokola se besede:

člene 2 A do 2 E

nadomestijo z:

člene 2 A do 2 E in člen 2 I

L. 5. člen, osmi *ter* (a) odstavek

Na koncu osmega pododstavka *ter* (a) 5. člena protokola se doda stavek:

Od 1. januarja 2016 vsaka pogodbenica iz prvega odstavka tega člena ravna skladno z nadzorstvenimi ukrepi iz osmega odstavka 2. F člena in za podlago za svojo skladnost s temi nadzorstvenimi ukrepi uporabi povprečje svoje obračunske ravni proizvodnje in porabe v 2015.

M. 6. člen

V 6. členu protokola se besede:

člene 2 A do 2 H

nadomestijo z:

člene 2 A do 2 I

N. 7. člen, drugi odstavek

V drugem odstavku 7. člena protokola se besede:

priloge B in C

nadomestijo z:

priloge B ter skupine I in II priloge C

O. 7. člen, tretji odstavek

Za prvim stavkom tretjega odstavka 7. člena protokola se doda stavek:

Vsaka pogodbenica zagotovi sekretariatu statistične podatke o letni količini nadzorovane substance, ki je našteta v prilogi E in se uporablja za karanteno in predtovorna opravila.

P. 10. člen

V prvem odstavku 10. člena protokola se besede:

člene 2 A do 2 E

nadomestijo z:

člene 2 A do 2 E in člen 2 I

Q. 17. člen

V 17. členu protokola se besede:

člene 2 A do 2 H

nadomestijo z:

člene 2 A do 2 I

R. Priloga C

Ta skupina se doda prilogi C protokola:

Skupina	Substanca	Število izomerov	Faktor škodljivosti ozonu
III. skupina			
CH_2BrCl	bromoklorometan	1	0,12

Article 2: Relationship to the 1997 Amendment

No State or regional economic integration organization may deposit an instrument of ratification, acceptance or approval of or accession to this Amendment unless it has previously, or simultaneously, deposited such an instrument to the Amendment adopted at the Ninth Meeting of the Parties in Montreal, 17 September 1997.

Article 3: Entry into force

1. This Amendment shall enter into force on 1 January 2001, provided that at least twenty instruments of ratification, acceptance or approval of the Amendment have been deposited by States or regional economic integration organizations that are Parties to the Montreal Protocol on Substances that Deplete the Ozone Layer. In the event that this condition has not been fulfilled by that date, the Amendment shall enter into force on the ninetieth day following the date on which it has been fulfilled.

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

3. After the entry into force of this Amendment, as provided under paragraph 1, it shall enter into force for any other Party to the Protocol on the ninetieth day following the date of deposit of its instrument of ratification, acceptance or approval.

2. člen: Razmerje do spremembe iz leta 1997

Nobena država ali organizacija za regionalno gospodarsko povezovanje ne more deponirati svoje listine o ratifikaciji, sprejetju, odobritvi te spremembe ali pristopu, če predhodno ali hkrati ne deponira take listine za spremembo, sprejeto na devetem sestanku pogodbenic 17. septembra 1997 v Montrealu.

3. člen: Začetek veljavnosti

1. Ta sprememba začne veljati 1. januarja 2001, ko države ali organizacije za regionalno gospodarsko povezovanje, ki so pogodbenice Montrealskega protokola o substancah, ki škodljivo delujejo na ozonski plašč, deponirajo najmanj 20 listin o ratifikaciji, sprejetju ali odobritvi spremembe. Če ta pogoj ne bo izpolnjen do navedenega datuma, začne sprememba veljati devetdeseti dan po izpolnitvi tega pogoja.

2. Za namene prvega odstavka se taka listina, ki jo deponira regionalna organizacija za gospodarsko povezovanje, ne šteje za dodatno k tistim, ki so jih deponirale države članice take organizacije.

3. Po začetku veljavnosti te spremembe v skladu s prvim odstavkom začne sprememba za vsako drugo pogodbenico protokola veljati devetdeseti dan po deponiranju njene listine o ratifikaciji, sprejetju ali odobritvi.

ADJUSTMENTS TO THE MONTREAL PROTOCOL ON SUBSTANCES THAT DEPLETE THE OZONE LAYER

Adjustments relating to controlled substances in Annex A

A. Article 2A: CFCs

1. The third sentence of paragraph 4 of Article 2A of the Protocol shall be replaced by the following sentence:

> However, in order to satisfy the basic domestic needs of the Parties operating under paragraph 1 of Article 5, its calculated level of production may exceed that limit by a quantity equal to the annual average of its production of the controlled substances in Group I of Annex A for basic domestic needs for the period 1995 to 1997 inclusive.

2. The following paragraphs shall be added after paragraph 4 of Article 2A of the Protocol:

> 5. Each Party shall ensure that for the twelve-month period commencing on 1 January 2003 and in each twelve-month period thereafter, its calculated level of production of the controlled substances in Group I of Annex A for the basic domestic needs of the Parties operating under paragraph 1 of Article 5 does not exceed eighty per cent of the annual average of its production of those substances for basic domestic needs for the period 1995 to 1997 inclusive.

PRILAGODITVE MONTREALSKEGA PROTOKOLA O SUBSTANCAH, KI ŠKODLJIVO DELUJEJO NA OZONSKI PLAŠČ

Prilagoditve, ki se nanašajo na nadzorovane substance iz priloge A

A. 2 A člen: CFC-ji

1. Tretji stavek četrtega odstavka 2 A člena protokola se nadomesti s tem stavkom:

> Ne glede na zadovoljitev osnovnih domačih potreb pogodbenic iz prvega odstavka 5. člena lahko njena obračunska raven proizvodnje preseže to mejo za količino, ki je enaka letnemu povprečju njene proizvodnje nadzorovanih substanc iz skupine I priloge A za osnovne domače potrebe za obdobje od 1995 do vključno 1997.

2. Ti odstavki se dodajo za četrtim odstavkom 2 A člena tega protokola:

> 5. Vsaka pogodbenica zagotovi, da za dvanajstmesečno obdobje, ki se začne 1. januarja 2003, in za vsako dvanajstmesečno obdobje po tem njena obračunska raven proizvodnje nadzorovanih substanc iz skupine I priloge A za osnovne domače potrebe pogodbenic iz prvega odstavka 5. člena ne preseže osemdesetih odstotkov letnega povprečja njene proizvodnje teh substanc za osnovne domače potrebe za obdobje od 1995 do vključno 1997.

6. Each Party shall ensure that for the twelve-month period commencing on 1 January 2005 and in each twelve-month period thereafter, its calculated level of production of the controlled substances in Group I of Annex A for the basic domestic needs of the Parties operating under paragraph 1 of Article 5 does not exceed fifty per cent of the annual average of its production of those substances for basic domestic needs for the period 1995 to 1997 inclusive.

7. Each Party shall ensure that for the twelve-month period commencing on 1 January 2007 and in each twelve-month period thereafter, its calculated level of production of the controlled substances in Group I of Annex A for the basic domestic needs of the Parties operating under paragraph 1 of Article 5 does not exceed fifteen per cent of the annual average of its production of those substances for basic domestic needs for the period 1995 to 1997 inclusive.

8. Each Party shall ensure that for the twelve-month period commencing on 1 January 2010 and in each twelve-month period thereafter, its calculated level of production of the controlled substances in Group I of Annex A for the basic domestic needs of the Parties operating under paragraph 1 of Article 5 does not exceed zero.

9. For the purposes of calculating basic domestic needs under paragraphs 4 to 8 of this Article, the calculation of the annual average of production by a Party includes any production entitlements that it has transferred in accordance with paragraph 5 of Article 2, and excludes any production entitlements that it has acquired in accordance with paragraph 5 of Article 2.

B. Article 2B: Halons

1. The third sentence of paragraph 2 of Article 2B of the Protocol shall be replaced by the following sentence:

However, in order to satisfy the basic domestic needs of the Parties operating under paragraph 1 of Article 5, its calculated level of production may, until 1 January 2002 exceed that limit by up to fifteen per cent of its calculated level of production in 1986; thereafter, it may exceed that limit by a quantity equal to the annual average of its production of the controlled substances in Group II of Annex A for basic domestic needs for the period 1995 to 1997 inclusive.

2. The following paragraphs shall be added after paragraph 2 of Article 2B of the Protocol:

3. Each Party shall ensure that for the twelve-month period commencing on 1 January 2005 and in each twelve-month period thereafter, its calculated level of production of the controlled substances in Group II of Annex A for the basic domestic needs of the Parties operating under paragraph 1 of Article 5 does not exceed fifty per cent of the annual average of its production of those substances for basic domestic needs for the period 1995 to 1997 inclusive.

6. Vsaka pogodbenica zagotovi, da za dvanajstmesečno obdobje, ki se začne 1. januarja 2005, in za vsako dvanajstmesečno obdobje po tem njena obračunska raven proizvodnje nadzorovanih substanc iz skupine I priloge A za osnovne domače potrebe pogodbenic iz prvega odstavka 5. člena ne preseže petdesetih odstotkov letnega povprečja njene proizvodnje teh substanc za osnovne domače potrebe za obdobje od 1995 do vključno 1997.

7. Vsaka pogodbenica zagotovi, da za dvanajstmesečno obdobje, ki se začne 1. januarja 2007, in za vsako dvanajstmesečno obdobje po tem njena obračunska raven proizvodnje nadzorovanih substanc iz skupine I priloge A za osnovne domače potrebe pogodbenic iz prvega odstavka 5. člena ne preseže petnajstih odstotkov letnega povprečja njene proizvodnje teh substanc za osnovne domače potrebe za obdobje od 1995 do vključno 1997.

8. Vsaka pogodbenica zagotovi, da za dvanajstmesečno obdobje, ki se začne 1. januarja 2010, in za vsako dvanajstmesečno obdobje po tem njena obračunska raven proizvodnje nadzorovanih substanc iz skupine I priloge A za osnovne domače potrebe pogodbenic iz prvega odstavka 5. člena ne preseže ničelne ravni.

9. Za izračunavanje osnovnih domačih potreb iz četrtega do osmega odstavka tega člena izračun letne povprečne proizvodnje pogodbenice vključuje vsak delež proizvodnje, ki ga je prenesla v skladu s petim odstavkom 2. člena, ter izključuje vsak delež proizvodnje, ki ga je pridobila v skladu s petim odstavkom 2. člena.

B. 2 B člen: Haloni

1. Tretji stavek drugega odstavka 2 B člena protokola se nadomesti s tem stavkom:

Ne glede na zadovoljitev osnovnih domačih potreb pogodbenic iz prvega odstavka 5. člena lahko njena obračunska raven proizvodnje do 1. januarja 2002 preseže to mejo za največ petnajst odstotkov njene obračunske ravni proizvodnje v letu 1986; po tem lahko preseže to mejo za količino, ki je enaka letnemu povprečju njene proizvodnje nadzorovanih substanc iz skupine II priloge A za osnovne domače potrebe za obdobje od 1995 do vključno 1997.

2. Ta odstavka se dodata za drugim odstavkom 2 B člena protokola:

3. Vsaka pogodbenica zagotovi, da za dvanajstmesečno obdobje, ki se začne 1. januarja 2005, in za vsako dvanajstmesečno obdobje po tem njena obračunska raven proizvodnje nadzorovanih substanc iz skupine II priloge A za osnovne domače potrebe pogodbenic iz prvega odstavka 5. člena ne preseže petdesetih odstotkov letnega povprečja njene proizvodnje teh substanc za osnovne domače potrebe za obdobje od 1995 do vključno 1997.

4. Each Party shall ensure that for the twelve-month period commencing on 1 January 2010 and in each twelve-month period thereafter, its calculated level of production of the controlled substances in Group II of Annex A for the basic domestic needs of the Parties operating under paragraph 1 of Article 5 does not exceed zero.

Adjustments relating to controlled substances in Annex B

Article 2C: Other fully halogenated CFCs

1. The third sentence of paragraph 3 of Article 2C of the Protocol shall be replaced by the following sentence:

However, in order to satisfy the basic domestic needs of the Parties operating under paragraph 1 of Article 5, its calculated level of production may, until 1 January 2003 exceed that limit by up to fifteen per cent of its calculated level of production in 1989; thereafter, it may exceed that limit by a quantity equal to eighty per cent of the annual average of its production of the controlled substances in Group I of Annex B for basic domestic needs for the period 1998 to 2000 inclusive.

2. The following paragraphs shall be added after paragraph 3 of Article 2C of the Protocol:

4. Each Party shall ensure that for the twelve-month period commencing on 1 January 2007 and in each twelve-month period thereafter, its calculated level of production of the controlled substances in Group I of Annex B for the basic domestic needs of the Parties operating under paragraph 1 of Article 5 does not exceed fifteen per cent of the annual average of its production of those substances for basic domestic needs for the period 1998 to 2000 inclusive.

5. Each Party shall ensure that for the twelve-month period commencing on 1 January 2010 and in each twelve-month period thereafter, its calculated level of production of the controlled substances in Group I of Annex B for the basic domestic needs of the Parties operating under paragraph 1 of Article 5 does not exceed zero.

Adjustments relating to the controlled substance in Annex E

Article 2H: Methyl bromide

1. The third sentence of paragraph 5 of Article 2H of the Protocol shall be replaced by the following sentence:

However, in order to satisfy the basic domestic needs of the Parties operating under paragraph 1 of Article 5, its calculated level of production may, until 1 January 2002 exceed that limit by up to fifteen per cent of its calculated level of production in 1991; thereafter, it may exceed that limit by a quantity equal to the annual average of its production of the controlled substance in Annex E for basic domestic needs for the period 1995 to 1998 inclusive.

4. Vsaka pogodbenica zagotovi, da za dvanajstmesečno obdobje, ki se začne 1. januarja 2010, in za vsako dvanajstmesečno obdobje po tem njena obračunska raven proizvodnje nadzorovanih substanc iz skupine II priloge A za osnovne domače potrebe pogodbenic iz prvega odstavka 5. člena ne preseže ničelne ravni.

Prilagoditve, ki se nanašajo na nadzorovane substance iz priloge B

2 C člen: Drugi popolnoma halogenirani CFC-ji

1. Tretji stavek tretjega odstavka 2 C člena protokola se nadomesti s tem stavkom:

Ne glede na zadovoljitev osnovnih domačih potreb pogodbenic iz prvega odstavka 5. člena lahko njena obračunska raven proizvodnje do 1. januarja 2003 preseže to mejo za največ petnajst odstotkov njene obračunske ravni proizvodnje v letu 1989; po tem lahko preseže to mejo za količino, ki je enaka osemdeset odstotkom letnega povprečja njene proizvodnje nadzorovanih substanc iz skupine I priloge B za osnovne domače potrebe za obdobje od 1998 do vključno 2000.

2. Ta odstavka se dodata za tretjim odstavkom 2 C člena protokola:

4. Vsaka pogodbenica zagotovi, da za dvanajstmesečno obdobje, ki se začne 1. januarja 2007, in za vsako dvanajstmesečno obdobje po tem njena obračunska raven proizvodnje nadzorovanih substanc iz skupine I priloge B za osnovne domače potrebe pogodbenic iz prvega odstavka 5. člena ne preseže petnajstih odstotkov letnega povprečja njene proizvodnje teh substanc za osnovne domače potrebe za obdobje od 1998 do vključno 2000.

5. Vsaka pogodbenica zagotovi, da za dvanajstmesečno obdobje, ki se začne 1. januarja 2010, in za vsako dvanajstmesečno obdobje po tem njena obračunska raven proizvodnje nadzorovanih substanc iz skupine priloge B za osnovne domače potrebe pogodbenic iz prvega odstavka 5. člena ne preseže ničelne ravni.

Prilagoditve, ki se nanašajo na nadzorovane substance iz priloge E

2 H člen: Metilbromid

1. Tretji stavek petega odstavka 2 H člena protokola nadomesti ta stavek:

Ne glede na zadovoljitev osnovnih domačih potreb pogodbenic iz prvega odstavka 5. člena lahko njena obračunska raven proizvodnje do 1. januarja 2002 preseže to mejo za največ petnajst odstotkov njene obračunske ravni proizvodnje v letu 1991; po tem lahko preseže to mejo za količino, ki je enaka letnemu povprečju njene proizvodnje nadzorovane substance iz priloge E za osnovne domače potrebe za obdobje od 1995 do vključno 1998.

2. The following paragraphs shall be added after paragraph 5 of Article 2H of the Protocol:

5 *bis*. Each Party shall ensure that for the twelve-month period commencing on 1 January 2005 and in each twelve-month period thereafter, its calculated level of production of the controlled substance in Annex E for the basic domestic needs of the Parties operating under paragraph 1 of Article 5 does not exceed eighty per cent of the annual average of its production of the substance for basic domestic needs for the period 1995 to 1998 inclusive.

5 *ter*. Each Party shall ensure that for the twelve-month period commencing on 1 January 2015 and in each twelve-month period thereafter, its calculated level of production of the controlled substance in Annex E for the basic domestic needs of the Parties operating under paragraph 1 of Article 5 does not exceed zero.

2. Ta odstavka se dodata za petim odstavkom 2 H člena protokola:

5 *bis* Vsaka pogodbenica zagotovi, da za dvanajstmesečno obdobje, ki se začne 1. januarja 2005, in za vsako dvanajstmesečno obdobje po tem njena obračunska raven proizvodnje nadzorovane substance iz priloge E za osnovne domače potrebe pogodbenic iz prvega odstavka 5. člena ne preseže osemdesetih odstotkov letnega povprečja njene proizvodnje substance za osnovne domače potrebe za obdobje od 1995 do vključno 1998.

5 *ter* Vsaka pogodbenica zagotovi, da za dvanajstmesečno obdobje, ki se začne 1. januarja 2015, in za vsako dvanajstmesečno obdobje po tem njena obračunska raven proizvodnje nadzorovane substance iz priloge E za osnovne domače potrebe pogodbenic iz prvega odstavka 5. člena ne preseže ničelne ravni.

3. člen

Za izvajanje spremembe in prilagoditev skrbi Ministrstvo za okolje, prostor in energijo.

4. člen

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

Št. 903-15/2001-2
Ljubljana, dne 3. decembra 2002

Vlada Republike Slovenije

dr. Janez Drnovšek l. r.
Predsednik

93. **Uredba o ratifikaciji Sklepa št. 2/2001 Skupnega odbora po Sporazumu o prosti trgovini med Republiko Slovenijo in Republiko Estonijo o spremembah Priloge A in Priloge B k Protokolu 1 Sporazuma o prosti trgovini med Republiko Slovenijo in Republiko Estonijo**

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

U R E D B O
O RATIFIKACIJI SKLEPA ŠT. 2/2001 SKUPNEGA ODBORA PO SPORAZUMU O PROSTI TRGOVINI MED REPUBLIKO SLOVENIJO IN REPUBLIKO ESTONIJO O SPREMEMBAH PRILOGE A IN PRILOGE B K PROTOKOLU 1 SPORAZUMA O PROSTI TRGOVINI MED REPUBLIKO SLOVENIJO IN REPUBLIKO ESTONIJO

1. člen

Ratificira se Sklep št. 2/2001 Skupnega odbora po Sporazumu o prosti trgovini med Republiko Slovenijo in Republiko Estonijo o spremembah Priloge A in Priloge B k Protokolu 1 Sporazuma o prosti trgovini med Republiko Slovenijo in Republiko Estonijo, podpisan v Ljubljani 3. decembra 2001.

2. člen

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

DECISION No. 2/2001
of the JOINT COMMITTEE to the Free Trade Agreement between the Republic of Slovenia and the Republic of Estonia

on the amendments of Annex A and Annex B to Protocol 1 of the Free Trade Agreement between the Republic of Slovenia and the Republic of Estonia

THE JOINT COMMITTEE

taking into account the Free Trade Agreement between the Republic of Slovenia and the Republic of Estonia signed on 26 November 1996 in Tallinn, especially its Article 40;

considering the strong interest of both Parties to increase mutual foreign trade also in the field of trade with agricultural products;

recalling their intention to continue in their efforts with a view to achieve further liberalisation of trade in agricultural products within the framework of their respective agricultural policies and their international commitments;

has at its second session on 3 December 2001 in Ljubljana

DECIDED AS FOLLOWS:

Article 1

Annex A and Annex B to Protocol 1 constituting an integral part of the Free Trade Agreement between the Republic of Slovenia and the Republic of Estonia shall be amended as follows:

1. The following items shall be deleted from Annex B to Protocol 1:

0301.91.90	0303.79.19
0301.93.00	0303.79.91
0302.11	0304.10.11
0302.61	0304.10.91
0302.64	0304.20.11
0302.69.11	0304.20.19
0302.69.19	0304.90.10
0302.70	0305.63
0303.21	1604.13
0303.71	1604.15
0303.79.11	1604.16

SKLEP ŠT. 2/2001
SKUPNEGA ODBORA po Sporazumu o prosti trgovini med Republiko Slovenijo in Republiko Estonijo

o spremembah Priloge A in Priloge B k Protokolu 1 Sporazuma o prosti trgovini med Republiko Slovenijo in Republiko Estonijo

SKUPNI ODBOR JE

ob upoštevanju Sporazuma o prosti trgovini med Republiko Slovenijo in Republiko Estonijo, podpisanega 26. novembra 1996 v Talinu, in še posebej njegovega 40. člena;

glede na to, da obstaja veliko zanimanje obeh pogodbenic za povečano medsebojno zunanjetrgovinsko menjavo tudi pri trgovini s kmetijskimi izdelki;

potrjujoč njun namen, da si še naprej prizadevata doseči nadaljnjo liberalizacijo trgovine s kmetijskimi izdelki v mejah svoje kmetijske politike in mednarodnih obveznosti,

na svojem drugem zasedanju 3. decembra 2001 v Ljubljani

SKLENIL:

1. člen

Priloga A in Priloga B k Protokolu 1, ki je sestavni del Sporazuma o prosti trgovini med Republiko Slovenijo in Republiko Estonijo, se spremenita, kot sledi:

1. Iz Priloge B k Protokolu 1 se črtajo naslednje postavke:

0301.91.90	0303.79.19
0301.93.00	0303.79.91
0302.11	0304.10.11
0302.61	0304.10.91
0302.64	0304.20.11
0302.69.11	0304.20.19
0302.69.19	0304.90.10
0302.70	0305.63
0303.21	1604.13
0303.71	1604.15
0303.79.11	1604.16

2. The following items shall be added to Annex A to Protocol 1:

Chapter 3
1604

Article 2

This Decision shall enter into force on the first day of the month following the date of receipt of the latter diplomatic note confirming that their respective internal legal requirements for the entry into force of this Decision have been fulfilled. This Decision shall be applied provisionally from 1 January 2002.

Done at Ljubljana, this 3rd day of December 2001 in two authentic copies in the English language.

For the Republic of Slovenia
Metka Jerina, (s)

For the Republic of Estonia
Mait Martinson, (s)

2. V Prilogi A k Protokolu 1 se dodasta naslednji postavki:

3. poglavje
1604

2. člen

Ta sklep začne veljati prvi dan meseca, ki sledi datumu prejema zadnje diplomatske note, s katero se potrjuje, da so izpolnjene notranjepravne zahteve za začetek veljavnosti tega sklepa. Ta sklep se začasno uporablja od 1. januarja 2002.

Sestavljeno v Ljubljani 3. decembra 2001 v dveh verodostojnih izvodih v angleškem jeziku.

Za Republiko Slovenijo
Metka Jerina l. r.

Za Republiko Estonijo
Mait Martinson l. r.

3. člen

Za izvajanje sklepa skrbijo Ministrstvo za gospodarstvo, Ministrstvo za kmetijstvo, gozdarstvo in prehrano in Ministrstvo za finance.

4. člen

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

Št. 331-07/2000-9
Ljubljana, dne 3. decembra 2002

Vlada Republike Slovenije

dr. Janez Drnovšek l. r.
Predsednik

– **Obvestilo o začetku veljavnosti mednarodnih pogodb**

OBVESTILO
o začetku veljavnosti mednarodnih pogodb

Dne 21. oktobra 2002 je začel veljati Sporazum o znanstvenem in tehnološkem sodelovanju med Ministrstvom za znanost in tehnologijo Republike Slovenije in Državnim komitejem Ruske federacije za visoko šolstvo, podpisan 22. junija 1994 v Moskvi in objavljen v Uradnem listu Republike Slovenije – Mednarodne pogodbe, št. 4/1995 (Uradni list Republike Slovenije, št. 14/95).

Dne 12. novembra 2002 je začel veljati Sporazum med Vlado Republike Slovenije in Vlado Malte o sodelovanju v izobraževanju, kulturi in znanosti, podpisan 20. marca 1996 v Ljubljani in objavljen v Uradnem listu Republike Slovenije – Mednarodne pogodbe, št. 5/97 (Uradni list Republike Slovenije, št. 19/97).

Dne 14. novembra 2002 je začel veljati Sporazum med Vlado Republike Slovenije in Vlado Italijanske republike o prištetju obveznih rezerv surove nafte, polproizvodov in naftnih derivatov, podpisan v Ljubljani 17. junija 2002 in objavljen v Uradnem listu Republike Slovenije – Mednarodne pogodbe, št. 22/02 (Uradni list Republike Slovenije, št. 86/02).

Dne 5. avgusta 2000 je začela veljati Garancijska pogodba med Republiko Slovenijo in Evropsko investicijsko banko, podpisana 14. 12. 1999 v Luksemburgu in 24. 12. 1999 v Ljubljani, ratificirana s strani Republike Slovenije dne 19. julija 2000 in objavljena v Uradnem listu Republike Slovenije – Mednarodne pogodbe, št. 17/00 (Uradni list Republike Slovenije, št. 69/99).

Dne 26. februarja 2002 je začel veljati Sporazum o znanstvenem in tehnološkem sodelovanju med Vlado Republike Slovenije in Vlado Romunije, podpisan na Bledu 12. maja 2000, ratificiran s strani Republike Slovenije 17. januarja 2002 in objavljen v Uradnem listu Republike Slovenije – Mednarodne pogodbe, št. 2/02 (Uradni list Republike Slovenije, št. 9/02).

Dne 1. decembra 2002 je za Republiko Slovenijo začela veljati Konvencija o podeljevanju evropskih patentov (Evropska patentna konvencija), sklenjena v Münchnu 5. oktobra 1973, ratificirana s strani Republike Slovenije dne 9. julija 2002 in objavljena v Uradnem listu Republike Slovenije – Mednarodne pogodbe, št. 19/02 (Uradni list Republike Slovenije, št. 68/02).

Ministrstvo za zunanje zadeve
Republike Slovenije

– **Popravek obvestila o začetku veljavnosti mednarodnih pogodb**

Popravek
obvestila o začetku veljavnosti mednarodnih pogodb

V obvestilu o začetku veljavnosti mednarodnih pogodb, objavljenem v Uradnem listu Republike Slovenije – Mednarodne pogodbe št. 21/02 (Uradni list Republike Slovenije, št. 81/02), se datum začetka veljavnosti Letnega sporazuma o financiranju 2001 med Komisijo Evropskih skupnosti v imenu Evropske skupnosti in Vlado Republike Slovenije pravilno glasi: "17. julija 2002".

Ministrstvo za zunanje zadeve
Republike Slovenije

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Izdajatelj Služba Vlade RS za zakonodajo – Direktor dr. Matjaž Nahtigal – Založnik Uradni list RS, d.o.o. – Direktorica Erika Trojer – Urednica Marija Petrovič-Kurt – Priprava Uradni list RS, d.o.o., Tisk Tiskarna SET, d.d., Vevče – Internet http://www.uradni-list.si – e-pošta: info@uradni-list.si