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- 65. Zakon o ratifikaciji Sprememb 1995 priloge k Mednarodni konvenciji o standardih za usposabljanje, izdajanje spričeval in ladijsko stražarjenje pomorščakov, 1978 (MKSULSP95)**

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 Sprememb 1995 priloge k Mednarodni konvenciji o standardih za usposabljanje, izdajanje spričeval in ladijsko stražarjenje pomorščakov, 1978 (MKSULSP95)

Razglašam Zakon o ratifikaciji Sprememb 1995 priloge k Mednarodni konvenciji o standardih za usposabljanje, izdajanje spričeval in ladijsko stražarjenje pomorščakov, 1978 (MKSULSP95), ki ga je sprejel Državni zbor Republike Slovenije na seji 29. septembra 2005.

Št. 001-22-93/05
Ljubljana, dne 7. oktobra 2005

dr. Janez Drnovšek l.r.
Predsednik
Republike Slovenije

Z A K O N

O RATIFIKACIJI SPREMEMB 1995 PRILOGE K MEDNARODNI KONVENCIJI O STANDARDIH ZA USPOSABLJANJE, IZDAJANJE SPRIČEVAL IN LADIJSKO STRAŽARJENJE POMORŠČAKOV, 1978 (MKSULSP95)

1. člen

Ratificirajo se Spremembe 1995 priloge k Mednarodni konvenciji o standardih za usposabljanje, izdajanje spričeval in ladijsko stražarjenje pomorščakov, 1978, sprejete v Parizu 7. julija 1995.

2. člen

Besedilo Sprememb 1995 priloge se v izvirniku v angleškem jeziku ter prevodu v slovenskem jeziku glasi:

SPREMEMBE 1995 PRILOGE K MEDNARODNI KONVENCIJI O STANDARDIH ZA USPOSABLJANJE, IZDAJANJE SPRIČEVAL IN LADIJSKO STRAŽARJENJE POMORŠČAKOV, 1978

**Amendments to the Annex to the International Convention on
Standards of Training, Certification and
Watchkeeping for Seafarers, 1978**

CHAPTER I

GENERAL PROVISIONS

Regulation VI

Definitions and clarifications

For the purpose of the Convention, unless expressly provided otherwise:

- .1 "*Regulations*" means regulations contained in the annex to the Convention;
- .2 "*Approved*" means approved by the Party in accordance with these regulations;
- .3 "*Master*" means the person having command of a ship;
- .4 "*Officer*" means a member of the crew, other than the master, designated as such by national law or regulations or, in the absence of such designation, by collective agreement or custom;
- .5 "*Deck officer*" means an officer qualified in accordance with the provisions of chapter II of the Convention;
- .6 "*Chief mate*" means the officer next in rank to the master and upon whom the command of the ship will fall in the event of the incapacity of the master;
- .7 "*Engineer officer*" means an officer qualified in accordance with the provisions of chapter III of the Convention;
- .8 "*Chief engineer officer*" means the senior engineer officer responsible for the mechanical propulsion and the operation and maintenance of the mechanical and electrical installations of the ship;
- .9 "*Second engineer officer*" means the engineer officer next in rank to the chief engineer officer and upon whom the responsibility for the mechanical propulsion and the operation and maintenance of the mechanical and electrical installations of the ship will fall in the event of the incapacity of the chief engineer officer;
- .10 "*Assistant engineer officer*" means a person under training to become an engineer officer and designated as such by national law or regulations;
- .11 "*Radio operator*" means a person holding an appropriate certificate issued or recognized by the Administration under the provisions of the Radio Regulations;
- .12 "*Rating*" means a member of the ship's crew other than the master or an officer;
- .13 "*Non-coastal voyages*" means voyages in the vicinity of a Party as defined by that Party;

- .14 "Propulsion power" means the total maximum continuous rated output power in kilowatts of all the ship's main propulsion machinery which appears on the ship's certificate of registry or other official document;
- .15 "Radio duties" include, as appropriate, watchkeeping and technical maintenance and repairs conducted in accordance with the Radio Regulations, the International Convention for the Safety of Life at Sea and, at the discretion of each Administration, the relevant recommendations of the Organization;
- .16 "Oil tanker" means a ship constructed and used for the carriage of petroleum and petroleum products in bulk;
- .17 "Chemical tanker" means a ship constructed or adapted and used for the carriage in bulk of any liquid product listed in chapter 17 of the International Bulk Chemical Code;
- .18 "Liquefied gas tanker" means a ship constructed or adapted and used for the carriage in bulk of any liquefied gas or other product listed in chapter 19 of the International Gas Carrier Code;
- .19 "Ro-ro passenger ship" means a passenger ship with ro-ro cargo spaces or special category spaces as defined in the International Convention for the Safety of Life at Sea, 1974, as amended;
- .20 "Month" means a calendar month or 30 days made up of periods of less than one month;
- .21 "STCW Code" means the Seafarers' Training, Certification and Watchkeeping (STCW) Code as adopted by the 1995 Conference resolution 2, as it may be amended;
- .22 "Function" means a group of tasks, duties and responsibilities, as specified in the STCW Code, necessary for ship operation, safety of life at sea or protection of the marine environment;
- .23 "Company" means the owner of the ship or any other organization or person such as the manager, or the bareboat charterer, who has assumed the responsibility for operation of the ship from the shipowner and who, on assuming such responsibility, has agreed to take over all the duties and responsibilities imposed on the company by these regulations;
- .24 "Appropriate certificate" means a certificate issued and endorsed in accordance with the provisions of this annex and entitling the lawful holder thereof to serve in the capacity and perform the functions involved at the level of responsibility specified therein on a ship of the type, tonnage, power and means of propulsion concerned while engaged on the particular voyage concerned;
- .25 "Seagoing service" means service on board a ship relevant to the issue of a certificate or other qualification.

2 These regulations are supplemented by the mandatory provisions contained in part A of the STCW Code and:

- .1 any reference to a requirement in a regulation also constitutes a reference to the corresponding section of part A of the STCW Code;

- .2 in applying these regulations, the related guidance and explanatory material contained in part B of the STCW Code should be taken into account to the greatest degree possible in order to achieve a more uniform implementation of the Convention provisions on a global basis;
- .3 amendments to part A of the STCW Code shall be adopted, brought into force and take effect in accordance with the provisions of article XII of the Convention concerning the amendment procedure applicable to the annex; and
- .4 part B of the STCW Code shall be amended by the Maritime Safety Committee in accordance with its rules of procedure.

3 The references made in article VI of the Convention to "the Administration" and "the issuing Administration" shall not be construed as preventing any Party from issuing and endorsing certificates under the provisions of these regulations.

Regulation I/2

Certificates and endorsements

1 Certificates shall be in the official language or languages of the issuing country. If the language used is not English, the text shall include a translation into that language.

2 In respect of radio operators, Parties may:

- .1 include the additional knowledge required by the relevant regulations in the examination for the issue of a certificate complying with the Radio Regulations; or
- .2 issue a separate certificate indicating that the holder has the additional knowledge required by the relevant regulations.

3 The endorsement required by article VI of the Convention to attest the issue of a certificate shall only be issued if all the requirements of the Convention have been complied with.

4 At the discretion of a Party endorsements may be incorporated in the format of the certificates being issued as provided for in section A-I/2 of the STCW Code. If so incorporated the form used shall be that set forth in section A-I/2, paragraph 1. If issued otherwise, the form of endorsements used shall be that set forth in paragraph 2 of that section.

5 An Administration which recognizes a certificate under regulation I/10 shall endorse such certificate to attest its recognition. The endorsement shall only be issued if all requirements of the Convention have been complied with. The form of the endorsement used shall be that set forth in paragraph 3 of section A-I/2 of the STCW Code.

6 The endorsements referred to in paragraphs 3, 4 and 5:

- .1 may be issued as separate documents;
- .2 shall each be assigned a unique number, except that endorsements attesting the issue of a certificate may be assigned the same number as the certificate concerned, provided that number is unique; and

.3 shall expire as soon as the certificate endorsed expires or is withdrawn, suspended or cancelled by the Party which issued it and, in any case, not more than five years after their date of issue.

7 The capacity in which the holder of a certificate is authorized to serve shall be identified in the form of endorsement in terms identical to those used in the applicable safe manning requirements of the Administration.

8 Administrations may use a format different from the format given in section A-I/2 of the STCW Code, provided that, as a minimum, the required information is provided in Roman characters and Arabic figures, taking into account the variations permitted under section A-I/2.

9 Subject to the provisions of regulation I/10, paragraph 5, any certificate required by the Convention must be kept available in its original form on board the ship on which the holder is serving.

Regulation I/3

Principles governing near-coastal voyages

1 Any Party defining near-coastal voyages for the purpose of the Convention shall not impose training, experience or certification requirements on the seafarers serving on board the ships entitled to fly the flag of another Party and engaged on such voyages in a manner resulting in more stringent requirements for such seafarers than for seafarers serving on board ships entitled to fly its own flag. In no case shall any such Party impose requirements in respect of seafarers serving on board ships entitled to fly the flag of another Party in excess of those of the Convention in respect of ships not engaged on near-coastal voyages.

2 With respect to ships entitled to fly the flag of a Party regularly engaged on near-coastal voyages off the coast of another Party, the Party whose flag the ship is entitled to fly shall prescribe training, experience and certification requirements for seafarers serving on such ships at least equal to those of the Party off whose coast the ship is engaged, provided that they do not exceed the requirements of the Convention in respect of ships not engaged on near-coastal voyages. Seafarers serving on a ship which extends its voyage beyond what is defined as a near-coastal voyage by a Party and enters waters not covered by that definition shall fulfil the appropriate competency requirements of the Convention.

3 A Party may afford a ship which is entitled to fly its flag the benefits of the near-coastal voyage provisions of the Convention when it is regularly engaged off the coast of a non-Party on near-coastal voyages as defined by the Party.

4 Parties defining near-coastal voyages, in accordance with the requirements of this regulation, shall communicate to the Secretary-General, in conformity with the requirements of regulation I/7, the details of the provisions adopted.

5 Nothing in this regulation shall, in any way, limit the jurisdiction of any State, whether or not a Party to the Convention.

Regulation I/4**Control procedures**

1 Control exercised by a duly authorized control officer under article X shall be limited to the following:

- .1 verification in accordance with article X(1) that all seafarers serving on board who are required to be certificated in accordance with the Convention hold an appropriate certificate or a valid dispensation, or provide documentary proof that an application for an endorsement has been submitted to the Administration in accordance with regulation I/10, paragraph 5;
- .2 verification that the numbers and certificates of the seafarers serving on board are in conformity with the applicable safe manning requirements of the Administration; and
- .3 assessment, in accordance with section A-I/4 of the STCW Code, of the ability of the seafarers of the ship to maintain watchkeeping standards as required by the Convention if there are clear grounds for believing that such standards are not being maintained because of any of the following have occurred:
 - .3.1 the ship has been involved in a collision, grounding or stranding, or
 - .3.2 there has been a discharge of substances from the ship when underway, at anchor or at berth which is illegal under any international convention, or
 - .3.3 the ship has been manoeuvred in an erratic or unsafe manner whereby routing measures adopted by the Organization or safe navigation practices and procedures have not been followed, or
 - .3.4 the ship is otherwise being operated in such a manner as to pose a danger to persons, property or the environment.

2 Deficiencies which may be deemed to pose a danger to persons, property or the environment include the following:

- .1 failure of seafarers to hold a certificate, to have an appropriate certificate, to have a valid dispensation or to provide documentary proof that an application for an endorsement has been submitted to the Administration in accordance with regulation I/10, paragraph 5;
- .2 failure to comply with the applicable safe manning requirements of the Administration;
- .3 failure of navigational or engineering watch arrangements to conform to the requirements specified for the ship by the Administration;
- .4 absence in a watch of a person qualified to operate equipment essential to safe navigation, safety radiocommunications or the prevention of marine pollution; and
- .5 inability to provide for the first watch at the commencement of a voyage and for subsequent relieving watches persons who are sufficiently rested and otherwise fit for duty.

3 Failure to correct any of the deficiencies referred to in paragraph 2, in so far as it has been determined by the Party carrying out the control that they pose a danger to persons, property or the environment, shall be the only grounds under article X on which a Party may detain a ship.

Regulation I/5**National provisions:**

1 Each Party shall establish processes and procedures for the impartial investigation of any reported incompetency, act or omission, that may pose a direct threat to safety of life or property at sea or to the marine environment, by the holders of certificates or endorsements issued by that Party in connection with their performance of duties related to their certificate; and for the withdrawal, suspension and cancellation of such certificates for such cause and for the prevention of fraud.

2 Each Party shall prescribe penalties or disciplinary measures for cases in which the provisions of its national legislation giving effect to the Convention are not complied with in respect of ships entitled to fly its flag or of seafarers duly certificated by that Party.

3 In particular, such penalties or disciplinary measures shall be prescribed and enforced in cases in which:

- .1 a company or a master has engaged a person not holding a certificate as required by the Convention;
- .2 a master has allowed any function or service in any capacity required by these regulations to be performed by a person holding an appropriate certificate, to be performed by a person not holding the required certificate, a valid dispensation or having the documentary proof required by regulation I/1(i), paragraph 5; or
- .3 a person has obtained by fraud or forged documents an engagement to perform any function or serve in any capacity required by these regulations to be performed or filled by a person holding a certificate or dispensation.

4 A Party, within whose jurisdiction there is located any company which, or any person who, is believed on clear grounds to have been responsible for, or to have knowledge of, any apparent non-compliance with the Convention specified in paragraph 3, shall extend all co-operation possible to any Party which advises it of its intention to initiate proceedings under its jurisdiction.

Regulation I/6**Training and assessment**

Each Party shall ensure that:

- .1 the training and assessment of seafarers, as required under the Convention, are administered, supervised and monitored in accordance with the provisions of section A-I/6 of the STCW Code; and
- .2 those responsible for the training and assessment of competence of seafarers, as required under the Convention, are appropriately qualified in accordance with the provisions of section A-I/6 of the STCW Code for the type and level of training or assessment involved.

Regulation I/7**Communication of information**

1 In addition to the information required to be communicated by article IV, each Party shall provide to the Secretary-General within the time periods prescribed and in the format specified in section A-I/7 of the STCW Code, such other information as may be required by the Code on other steps taken by the Party to give the Convention full and complete effect.

2 When complete information as prescribed in article IV and section A-I/7 of the STCW Code has been received and such information confirms that full and complete effect is given to the provisions of the Convention, the Secretary-General shall submit a report to this effect to the Maritime Safety Committee.

3 Following subsequent confirmation by the Maritime Safety Committee, in accordance with procedures adopted by the Committee, that the information which has been provided demonstrates that full and complete effect is given to the provisions of the Convention:

- .1 the Maritime Safety Committee shall identify the Parties so concerned; and
- .2 other Parties shall be entitled, subject to the provisions of regulations I/4 and V/10, to accept, in principle, that certificates issued by or on behalf of the Parties identified in paragraph 3.1 are in compliance with the Convention.

Regulation I/8**Quality standards**

1 Each Party shall ensure that:

- .1 in accordance with the provisions of section A-I/8 of the STCW Code, all training, assessment of competence, certification, endorsement and revalidation activities carried out by non-governmental agencies or entities under its authority are continuously monitored through a quality standards system to ensure achievement of defined objectives, including those concerning the qualifications and experience of instructors and assessors; and
- .2 where governmental agencies or entities perform such activities, there shall be a quality standards system.

2 Each Party shall also ensure that an evaluation is periodically undertaken in accordance with the provisions of section A-I/8 of the STCW Code by qualified persons who are not themselves involved in the activities concerned.

3 Information relating to the evaluation required by paragraph 2 shall be communicated to the Secretary-General.

Regulation I/9**Medical standards - Issue and registration of certificates**

- 1 Each Party shall establish standards of medical fitness for seafarers, particularly regarding eyesight and hearing.
- 2 Each Party shall ensure that certificates are issued only to candidates who comply with the requirements of this regulation.
- 3 Candidates for certification shall provide satisfactory proof:
 - .1 of their identity;
 - .2 that their age is not less than that prescribed in the regulation relevant to the certificate applied for;
 - .3 that they meet the standards of medical fitness, particularly regarding eyesight and hearing, established by the Party, and hold a valid document attesting to their medical fitness, issued by a duly qualified medical practitioner recognized by the Party;
 - .4 of having completed the seagoing service and any related compulsory training required by these regulations for the certificate applied for; and
 - .5 that they meet the standards of competence prescribed by these regulations for the capacities, functions and levels that are to be identified in the endorsement to the certificate.
- 4 Each Party undertakes to:
 - .1 maintain a register or registers of all certificates and endorsements for masters and officers and, as appropriate, ratings, which are issued, have expired or have been revalidated, suspended, cancelled or reported lost or destroyed and of dispensations issued; and
 - .2 make available information on the status of such certificates, endorsements and dispensations to other Parties and companies which request verification of the authenticity and validity of certificates produced to them by seafarers seeking recognition of their certificates under regulation I/10 or employment on board ship.

Regulation I/10**Recognition of certificates**

- 1 Each Administration shall ensure that the provisions of this regulation are complied with, in order to recognize, by endorsement in accordance with regulation I/2, paragraph 5, a certificate issued by or under the authority of another Party to a master, officer or radio operator and that:
 - .1 the Administration has confirmed, through all necessary measures, which may include inspection of facilities and procedures, that the requirements concerning standards of competence, the issue and endorsement of certificates and record keeping are fully complied with; and

.2 an undertaking is agreed with the Party concerned that prompt notification will be given of any significant change in the arrangements for training and certification provided in compliance with the Convention.

2 Measures shall be established to ensure that seafarers who present, for recognition, certificates issued under the provisions of regulations II/2, III/2 or III/3, or issued under VII/1 at the management level, as defined in the STCW Code, have an appropriate knowledge of the maritime legislation of the Administration relevant to the functions they are permitted to perform.

3 Information provided and measures agreed upon under this regulation shall be communicated to the Secretary-General in conformity with the requirements of regulation IV/7.

4 Certificates issued by or under the authority of a non-Party shall not be recognized.

5 Notwithstanding the requirement of regulation I/2, paragraph 5, an Administration may, if circumstances require, allow a seafarer to serve in a capacity, other than radio officer or radio operator, except as provided by the Radio Regulations, for a period not exceeding three months on board a ship entitled to fly its flag, while holding an appropriate and valid certificate issued and endorsed as required by another Party for use on board that Party's ships but which has not yet been endorsed so as to render it appropriate for service on board ships entitled to fly the flag of the Administration. Documentary proof shall be readily available that application for an endorsement has been submitted to the Administration.

6 Certificates and endorsements issued by an Administration under the provisions of this regulation in recognition of, or attesting the recognition of, a certificate issued by another Party, shall not be used as the basis for further recognition by another Administration.

Regulation I/11

Revalidation of certificates

1 Every master, officer and radio operator holding a certificate issued or recognized under any chapter of the Convention other than chapter VI, who is serving at sea or intends to return to sea after a period ashore shall, in order to continue to qualify for seagoing service, be required at intervals not exceeding five years to:

- .1 meet the standards of medical fitness prescribed by regulation IV/9; and
- .2 establish continued professional competence in accordance with section A-I/11 of the STCW Code.

2 Every master, officer and radio operator shall, for continuing seagoing service on board ships for which special training requirements have been internationally agreed upon, successfully complete approved relevant training.

3 Each Party shall compare the standards of competence which it required of candidates for certificates issued before 1 February 2002 with those specified for the appropriate certificate in part A of the STCW Code, and shall determine the need for requiring the holders of such certificates to undergo appropriate refresher and updating training or assessment.

4 The Party shall, in consultation with those concerned, formulate or promote the formulation of a structure of refresher and updating courses as provided for in section A-I/11 of the STCW Code.

5 For the purpose of updating the knowledge of masters, officers and radio operators, each Administration shall ensure that the texts of recent changes in national and international regulations concerning the safety of life at sea and the protection of the marine environment are made available to ships entitled to fly its flag.

Regulation I/12

Use of simulators

1 The performance standards and other provisions set forth in section A-I/12 and such other requirements as are prescribed in part A of the STCW Code for any certificate concerned shall be complied with in respect of:

- .1 all mandatory simulator-based training;
- .2 any assessment of competency required by part A of the STCW Code which is carried out by means of a simulator; and
- .3 any demonstration, by means of a simulator, of continued proficiency required by part A of the STCW Code.

2 Simulators installed or brought into use prior to 1 February 2002 may be exempted from full compliance with the performance standards referred to in paragraph 1, at the discretion of the Party concerned.

Regulation I/13

Conduct of trials

1 These regulations shall not prevent an Administration from authorizing ships entitled to fly its flag to participate in trials.

2 For the purposes of this regulation, the term "trial" means an experiment or series of experiments, conducted over a limited period, which may involve the use of automated or integrated systems in order to evaluate alternative methods of performing specific duties or satisfying particular arrangements prescribed by the Convention, which would provide at least the same degree of safety and pollution prevention as provided by these regulations.

3 The Administration authorizing ships to participate in trials shall be satisfied that such trials are conducted in a manner that provides at least the same degree of safety and pollution prevention as provided by these regulations. Such trials shall be conducted in accordance with guidelines adopted by the Organization.

4 Details of such trials shall be reported to the Organization as early as practicable but not less than six months before the date on which the trials are scheduled to commence. The Organization shall circulate such particulars to all Parties.

5 The results of trials authorized under paragraph 1, and any recommendations the Administration may have regarding those results, shall be reported to the Organization, which shall circulate such results and recommendations to all Parties.

6 Any Party having any objection to particular trials authorized in accordance with this regulation should communicate such objection to the Organization as early as practicable. The Organization shall circulate details of the objection to all Parties.

7 An Administration which has authorized a trial shall respect objections received from other Parties relating to such trial by directing ships entitled to fly its flag not to engage in a trial while navigating in the waters of a coastal State which has communicated its objection to the Organization.

8 An Administration which concludes, on the basis of a trial, that a particular system will provide at least the same degree of safety and pollution prevention as provided by these regulations may authorize ships entitled to fly its flag to continue to operate with such a system indefinitely, subject to the following requirements:

- .1 the Administration shall, after results of the trial have been submitted in accordance with paragraph 5, provide details of any such authorization, including identification of the specific ships which may be subject to the authorization, to the Organization, which will circulate this information to all Parties;
- .2 any operations authorized under this paragraph shall be conducted in accordance with any guidelines developed by the Organization, to the same extent as they apply during a trial;
- .3 such operations shall respect any objections received from other Parties in accordance with paragraph 7, to the extent such objections have not been withdrawn; and
- .4 an operation authorized under this paragraph shall only be permitted pending a determination by the Maritime Safety Committee as to whether an amendment to the Convention would be appropriate, and, if so, whether the operation should be suspended or permitted to continue before the amendment enters into force.

9 At the request of any Party, the Maritime Safety Committee shall establish a date for the consideration of the trial results and for the appropriate determinations.

Regulation I/14

Responsibilities of companies

1 Each Administration shall, in accordance with the provisions of section A-I/14, hold companies responsible for the assignment of seafarers for service in their ships in accordance with the provisions of the present Convention, and shall require every such company to ensure that:

- .1 each seafarer assigned to any of its ships holds an appropriate certificate in accordance with the provisions of the Convention and as established by the Administration;
- .2 its ships are manned in compliance with the applicable safe manning requirements of the Administration;
- .3 documentation and data relevant to all seafarers employed on its ships are maintained and readily accessible, and include, without being limited to, documentation and data on their experience, training, medical fitness and competency in assigned duties;

- .4 seafarers on being assigned to any of its ships are familiarized with their specific duties and with all ship arrangements, installations, equipment, procedures and ship characteristics that are relevant to their routine or emergency duties; and
- .5 the ship's complement can effectively co-ordinate their activities in an emergency situation and in performing functions vital to safety or to the prevention or mitigation of pollution.

Regulation V/15

Transitional provisions

1 Until 1 February 2002, a Party may continue to issue, recognize and endorse certificates in accordance with the provisions of the Convention which applied immediately prior to 1 February 1997 in respect of those seafarers who commenced approved seagoing service, an approved education and training programme or an approved training course before 1 August 1998.

2 Until 1 February 2002, a Party may continue to renew and revalidate certificates and endorsements in accordance with the provisions of the Convention which applied immediately prior to 1 February 1997.

3 Where a Party, pursuant to regulation V/11, reissues or extends the validity of certificates originally issued by that Party under the provisions of the Convention which applied immediately prior to 1 February 1997, the Party may, at its discretion, replace tonnage limitations appearing on the original certificates as follows:

- .1 "200 gross registered tons" may be replaced by "500 gross tonnage"; and
- .2 "1,600 gross registered tons" may be replaced by "3,000 gross tonnage".

CHAPTER II

MASTER AND DECK DEPARTMENT

Regulation III/1

Mandatory minimum requirements for certification of officers in charge of a navigational watch on ships of 500 gross tonnage or more

- 1 Every officer in charge of a navigational watch serving on a seagoing ship of 500 gross tonnage or more shall hold an appropriate certificate.
- 2 Every candidate for certification shall:
 - .1 be not less than 18 years of age;
 - .2 have approved seagoing service of not less than one year as part of an approved training programme which includes on-board training which meets the requirements of section A-III/1 of the STCW Code and is documented in an approved training record book, or otherwise have approved seagoing service of not less than three years;
 - .3 have performed, during the required seagoing service, bridge watchkeeping duties under the supervision of the master or a qualified officer for a period of not less than six months;
 - .4 meet the applicable requirements of the regulations in chapter IV, as appropriate, for performing designated radio duties in accordance with the Radio Regulations; and
 - .5 have completed approved education and training and meet the standard of competence specified in section A-III/1 of the STCW Code.

Regulation III/2

Mandatory minimum requirements for certification of masters and chief mates on ships of 500 gross tonnage or more

Master and chief mate on ships of 3,000 gross tonnage or more

- 1 Every master and chief mate on a seagoing ship of 3,000 gross tonnage or more shall hold an appropriate certificate.
- 2 Every candidate for certification shall:
 - .1 meet the requirements for certification as an officer in charge of a navigational watch on ships of 500 gross tonnage or more and have approved seagoing service in that capacity:
 - .1.1 for certification as chief mate, not less than 12 months, and
 - .1.2 for certification as master, not less than 36 months; however, this period may be reduced to not less than 24 months if not less than 12 months of such seagoing service has been served as chief mate; and

- .2 have completed approved education and training and meet the standard of competence specified in section A-II/2 of the STCW Code for masters and chief mates on ships of 3,000 gross tonnage or more.

Master and chief mate on ships of between 500 and 3,000 gross tonnage

3 Every master and chief mate on a seagoing ship of between 500 and 3,000 gross tonnage shall hold an appropriate certificate.

4 Every candidate for certification shall:

- .1 for certification as chief mate, meet the requirements of an officer in charge of a navigational watch on ships of 500 gross tonnage or more;
- .2 for certification as master, meet the requirements of an officer in charge of a navigational watch on ships of 500 gross tonnage or more and have approved seagoing service of not less than 36 months in that capacity; however, this period may be reduced to not less than 24 months if not less than 12 months of such seagoing service has been served as chief mate, and
- .3 have completed approved training and meet the standard of competence specified in section A-II/2 of the STCW Code for masters and chief mates on ships of between 500 and 3,000 gross tonnage.

Regulation II/3**Mandatory minimum requirements for certification of officers in charge of a navigational watch and of masters on ships of less than 500 gross tonnage****Ships not engaged on near-coastal voyages**

1 Every officer in charge of a navigational watch serving on a seagoing ship of less than 500 gross tonnage not engaged on near-coastal voyages shall hold an appropriate certificate for ships of 500 gross tonnage or more.

2 Every master serving on a seagoing ship of less than 500 gross tonnage not engaged on near-coastal voyages shall hold an appropriate certificate for service as master on ships of between 500 and 3,000 gross tonnage.

Ships engaged on near-coastal voyages**Officer in charge of a navigational watch**

3 Every officer in charge of a navigational watch on a seagoing ship of less than 500 gross tonnage engaged on near-coastal voyages shall hold an appropriate certificate.

4 Every candidate for certification as officer in charge of a navigational watch on a seagoing ship of less than 500 gross tonnage engaged on near-coastal voyages shall:

- .1 be not less than 18 years of age;
- .2 have completed:

- .2.1 special training, including an adequate period of appropriate seagoing service as required by the Administration, or
- .2.2 approved seagoing service in the deck department of not less than three years;
- .3 meet the applicable requirements of the regulations in chapter IV, as appropriate, for performing designated radio duties in accordance with the Radio Regulations; and
- .4 have completed approved education and training and meet the standard of competence specified in section A-II/3 of the STCW Code for officers in charge of a navigational watch on ships of less than 500 gross tonnage engaged on near-coastal voyages.

Master

5 Every master serving on a seagoing ship of less than 500 gross tonnage engaged on near-coastal voyages shall hold an appropriate certificate.

6 Every candidate for certification as master on a seagoing ship of less than 500 gross tonnage engaged on near-coastal voyages shall:

- .1 be not less than 20 years of age;
- .2 have approved seagoing service of not less than 12 months as officer in charge of a navigational watch; and
- .3 have completed approved education and training and meet the standard of competence specified in section A-II/3 of the STCW Code for masters on ships of less than 500 gross tonnage engaged on near-coastal voyages.

7 Exemptions

The Administration, if it considers that a ship's size and the conditions of its voyage are such as to render the application of the full requirements of this regulation and section A-II/3 of the STCW Code unreasonable or impracticable, may to that extent exempt the master and the officer in charge of a navigational watch on such a ship or class of ships from some of the requirements, bearing in mind the safety of all ships which may be operating in the same waters.

Regulation II/4

Mandatory minimum requirements for certification of ratings forming part of a navigational watch

1 Every rating forming part of a navigational watch on a seagoing ship of 500 gross tonnage or more, other than ratings under training and ratings whose duties while on watch are of an unskilled nature, shall be duly certificated to perform such duties.

2 Every candidate for certification shall:

- .1 be not less than 16 years of age;
- .2 have completed:

- .2.1 approved seagoing service including not less than six months training and experience, or
 - .2.2 special training, either pre-sea or on board ship, including an approved period of seagoing service which shall not be less than two months; and
- 3 meet the standard of competence specified in section A-II/4 of the STCW Code.

3 The seagoing service, training and experience required by sub-paragraphs 2.2.1 and 2.2.2 shall be associated with navigational watchkeeping functions and involve the performance of duties carried out under the direct supervision of the master, the officer in charge of the navigational watch or a qualified rating.

4 Seafarers may be considered by the Party to have met the requirements of this regulation if they have served in a relevant capacity in the deck department for a period of not less than one year within the last five years preceding the entry into force of the Convention for that Party.

CHAPTER III

ENGINE DEPARTMENT

Regulation III/1

Mandatory minimum requirements for certification of officers in charge of an engineering watch in a manned engine-room or designated duty engineers in a periodically unmanned engine-room

- 1 Every officer in charge of an engineering watch in a manned engine-room or designated duty engineer officer in a periodically unmanned engine-room on a seagoing ship powered by main propulsion machinery of 750 kW propulsion power or more shall hold an appropriate certificate.
- 2 Every candidate for certification shall:
 - .1 be not less than 18 years of age;
 - .2 have completed not less than six months seagoing service in the engine department in accordance with section A-III/1 of the STCW Code; and
 - .3 have completed approved education and training of at least 30 months which includes on-board training documented in an approved training record book and meet the standards of competence specified in section A-III/1 of the STCW Code.

Regulation III/2

Mandatory minimum requirements for certification of chief engineer officers and second engineer officers on ships powered by main propulsion machinery of 3,000 kW propulsion power or more

- 1 Every chief engineer officer and second engineer officer on a seagoing ship powered by main propulsion machinery of 3,000 kW propulsion power or more shall hold an appropriate certificate.
- 2 Every candidate for certification shall:
 - .1 meet the requirements for certification as an officer in charge of an engineering watch and:
 - .1.1 for certification as second engineer officer, shall have not less than 12 months' approved seagoing service as assistant engineer officer or engineer officer, and
 - .1.2 for certification as chief engineer officer, shall have not less than 36 months' approved seagoing service of which not less than 12 months shall have been served as an engineer officer in a position of responsibility while qualified to serve as second engineer officer; and
 - .2 have completed approved education and training and meet the standard of competence specified in section A-III/2 of the STCW Code.

Regulation III/3**Mandatory minimum requirements for certification of chief engineer officers and second engineer officers on ships powered by main propulsion machinery of between 750 kW and 3,000 kW propulsion power**

- 1 Every chief engineer officer and second engineer officer on a sea-going ship powered by main propulsion machinery of between 750 and 3,000 kW propulsion power shall hold an appropriate certificate.
- 2 Every candidate for certification shall:
 - .1 meet the requirements for certification as an officer in charge of an engineering watch; and:
 - .1.1 for certification as second engineer officer, shall have not less than 12 months approved seagoing service as assistant engineer officer or engineer officer, and
 - .1.2 for certification as chief engineer officer, shall have not less than 24 months approved seagoing service of which not less than 12 months shall be served while qualified to serve as second engineer officer; and
 - .2 have completed approved education and training and meet the standard of competence specified in section A-III/3 of the STCW Code.

- 3 Every engineer officer who is qualified to serve as second engineer officer on ships powered by main propulsion machinery of 3,000 kW propulsion power or more, may serve as chief engineer officer on ships powered by main propulsion machinery of less than 3,000 kW propulsion power, provided that not less than 12 months' approved seagoing service shall have been served as an engineer officer in a position of responsibility and the certificate is so endorsed.

Regulation III/4**Mandatory minimum requirements for certification of ratings forming part of a watch in a manned engine-room or designated to perform duties in a periodically unmanned engine-room**

- 1 Every rating forming part of an engine-room watch or designated to perform duties in a periodically unmanned engine-room on a seagoing ship powered by main propulsion machinery of 750 kW propulsion power or more, other than ratings under training and ratings whose duties are of an unskilled nature, shall be duly certificated to perform such duties.
- 2 Every candidate for certification shall:
 - .1 be not less than 16 years of age;
 - .2 have completed:
 - .2.1 approved seagoing service including not less than six months training and experience; or
 - .2.2 special training, either pre-sea or on board ship, including an approved period of seagoing service which shall not be less than two months; and

3 meet the standard of competence specified in section A-III/4 of the STCW Code.

3 The seagoing service, training and experience required by sub-paragraphs 2.2.1 and 2.2.2 shall be associated with engine-room watchkeeping functions and involve the performance of duties carried out under the direct supervision of a qualified engineer officer or a qualified rating.

4 Seafarers may be considered by the Party to have met the requirements of this regulation if they have served in a relevant capacity in the engine department for a period of not less than one year within the last five years preceding the entry into force of the Convention for that Party.

CHAPTER IV**RADIOCOMMUNICATION AND RADIO PERSONNEL****Explanatory note:**

Mandatory provisions relating to radio watchkeeping are set forth in the Radio Regulations and in the International Convention for the Safety of Life at Sea, 1974, as amended. Provisions for radio maintenance are set forth in the International Convention for the Safety of Life at Sea, 1974, as amended, and the guidelines adopted by the Organization.

Regulation IV/1**Application**

- 1 Except as provided in paragraph 3, the provisions of this chapter apply to radio personnel on ships operating in the global maritime distress and safety system (GMDSS) as prescribed by the International Convention for the Safety of Life at Sea, 1974, as amended.
- 2 Until 1 February 1999, radio personnel on ships complying with the provisions of the International Convention for the Safety of Life at Sea, 1974, in force immediately prior to 1 February 1992 shall comply with the provisions of the International Convention on Standards of Training, Certification and Watchkeeping for Seafarers, 1978, in force prior to 1 December 1992.
- 3 Radio personnel on ships not required to comply with the provisions of the GMDSS in chapter IV of the SOLAS Convention are not required to meet the provisions of this chapter. Radio personnel on these ships are, nevertheless, required to comply with the Radio Regulations. The Administration shall ensure that the appropriate certificates as prescribed by the Radio Regulations are issued to or recognized in respect of such radio personnel.

Regulation IV/2**Mandatory minimum requirements for certification of GMDSS radio personnel**

- 1 Every person in charge of or performing radio duties on a ship required to participate in the GMDSS shall hold an appropriate certificate related to the GMDSS, issued or recognized by the Administration under the provisions of the Radio Regulations.
- 2 In addition, every candidate for certification under this regulation for service on a ship which is required by the International Convention for the Safety of Life at Sea, 1974, as amended, to have a radio installation shall:
 - .1 be not less than 18 years of age; and
 - .2 have completed approved education and training and meet the standard of competence specified in section A-IV/2 of the STCW Code.

CHAPTER V

SPECIAL TRAINING REQUIREMENTS FOR PERSONNEL ON CERTAIN TYPES OF SHIPS

Regulation VI/1

Mandatory minimum requirements for the training and qualification of masters, officers and ratings on tankers

1 Officers and ratings assigned specific duties and responsibilities related to cargo or cargo equipment on tankers shall have completed an approved shore-based fire-fighting course in addition to the training required by regulation VI/1 and shall have completed:

- .1 at least three months of approved seagoing service on tankers in order to acquire adequate knowledge of safe operational practices; or
- .2 an approved tanker familiarization course covering at least the syllabus given for that course in section A-VI/1 of the STCW Code,

so however that, the Administration may accept a period of supervised seagoing service shorter than that prescribed by sub-paragraph .1, provided:

- .3 the period so accepted is not less than one month;
- .4 the tanker is of less than 3,000 gross tonnage;
- .5 the duration of each voyage on which the tanker is engaged during the period does not exceed 72 hours; and
- .6 the operational characteristics of the tanker and the number of voyages and loading and discharging operations completed during the period, allow the same level of knowledge and experience to be acquired.

2 Masters, chief engineer officers, chief mates, second engineer officers and any person with immediate responsibility for loading, discharging and care in transit or handling of cargo shall, in addition to meeting the requirements of sub-paragraphs 1.1 or 1.2, have:

- .1 experience appropriate to their duties on the type of tanker on which they serve; and
- .2 completed an approved specialized training programme which at least covers the subjects set out in section A-VI/1 of the STCW Code that are appropriate to their duties on the oil tanker, chemical tanker or liquefied gas tanker on which they serve.

3 Within two years after the entry into force of the Convention for a Party, seafarers may be considered to have met the requirements of sub-paragraph 2.2 if they have served in a relevant capacity on board the type of tanker concerned for a period of not less than one year within the preceding five years.

4 Administrations shall ensure that an appropriate certificate is issued to masters and officers, who are qualified in accordance with paragraphs 1 or 2 as appropriate, or that an existing certificate is duly endorsed. Every rating who is so qualified shall be duly certificated.

Regulation V/2**Mandatory minimum requirements for the training and qualifications of masters, officers, ratings and other personnel on ro-ro passenger ships**

1 This regulation applies to masters, officers, ratings and other personnel serving on board ro-ro passenger ships engaged on international voyages. Administrations shall determine the applicability of these requirements to personnel serving on ro-ro passenger ships engaged on domestic voyages.

2 Prior to being assigned shipboard duties on board ro-ro passenger ships, seafarers shall have completed the training required by paragraphs 4 to 8 below in accordance with their capacity, duties and responsibilities.

3 Seafarers who are required to be trained in accordance with paragraphs 4, 7 and 8 below shall, at intervals not exceeding five years, undertake appropriate refresher training.

4 Master, officers and other personnel designated on muster lists to assist passengers in emergency situations on board ro-ro passenger ships shall have completed training in crowd management as specified in section A-V/2, paragraph 1 of the STCW Code.

5 Masters, officers and other personnel assigned specific duties and responsibilities on board ro-ro passenger ships shall have completed the familiarization training specified in section A-V/2, paragraph 2 of the STCW Code.

6 Personnel providing direct service to passengers in passenger spaces on board ro-ro passenger ships shall have completed the safety training specified in section A-V/2, paragraph 3 of the STCW Code.

7 Masters, chief mates, chief engineer officers, second engineer officers and every person assigned immediate responsibility for embarking and disembarking passengers, loading, discharging or securing cargo, or closing hull openings on board ro-ro passenger ships shall have completed approved training in passenger safety, cargo safety and hull integrity as specified in section A-V/2, paragraph 4 of the STCW Code.

8 Masters, chief mates, chief engineer officers, second engineer officers and any person having responsibility for the safety of passengers in emergency situations on board ro-ro passenger ships shall have completed approved training in crisis management and human behaviour as specified in section A-V/2, paragraph 5 of the STCW Code.

9 Administrations shall ensure that documentary evidence of the training which has been completed is issued to every person found qualified under the provisions of this regulation.

CHAPTER VI**EMERGENCY, OCCUPATIONAL SAFETY, MEDICAL CARE AND SURVIVAL FUNCTIONS****Regulation VI/1****Mandatory minimum requirements for familiarization, basic safety training and instruction for all seafarers**

Seafarers shall receive familiarization and basic safety training or instruction in accordance with section A-VI/1 of the STCW Code and shall meet the appropriate standard of competence specified therein.

Regulation VI/2**Mandatory minimum requirements for the issue of certificates of proficiency in survival craft, rescue boats and fast rescue boats**

1 Every candidate for a certificate of proficiency in survival craft and rescue boats other than fast rescue boats shall:

- .1 be not less than 18 years of age;
- .2 have approved seagoing service of not less than 12 months or have attended an approved training course and have approved seagoing service of not less than six months; and
- .3 meet the standard of competence for certificates of proficiency in survival craft and rescue boats set out in section A-VI/2, paragraphs 1 to 4 of the STCW Code.

2 Every candidate for a certificate of proficiency in fast rescue boats shall:

- .1 be the holder of a certificate of proficiency in survival craft and rescue boats other than fast rescue boats;
- .2 have attended an approved training course; and
- .3 meet the standard of competence for certificates of proficiency in fast rescue boats set out in section A-VI/2, paragraphs 5 to 8 of the STCW Code.

Regulation VI/3**Mandatory minimum requirements for training in advanced fire-fighting**

1 Seafarers designated to control fire-fighting operations shall have successfully completed advanced training in techniques for fighting fire with particular emphasis on organization, tactics and command in accordance with the provisions of section A-VI/3 of the STCW Code and shall meet the standard of competence specified therein.

2 Where training in advanced fire-fighting is not included in the qualifications for the certificate to be issued, a special certificate or documentary evidence, as appropriate, shall be issued indicating that the holder has attended a course of training in advanced fire-fighting.

Regulation VII/4

**Mandatory minimum requirements relating to medical first aid
and medical care**

- 1 Seafarers designated to provide medical first aid on board ship shall meet the standard of competence in medical first aid specified in section A-VII/4, paragraphs 1 to 3 of the STCW Code.
- 2 Seafarers designated to take charge of medical care on board ship shall meet the standard of competence in medical care on board ships specified in section A-VII/4, paragraphs 4 to 6 of the STCW Code.
- 3 Where training in medical first aid or medical care is not included in the qualifications for the certificate to be issued, a special certificate or documentary evidence, as appropriate, shall be issued indicating that the holder has attended a course of training in medical first aid or in medical care.

CHAPTER VII

ALTERNATIVE CERTIFICATION

Regulation VII/1

Issue of alternative certificates

1 Notwithstanding the requirements for certification laid down in chapters II and III of this Annex, Parties may elect to issue or authorize the issue of certificates other than those mentioned in the regulations of those chapters, provided that:

- .1 the associated functions and levels of responsibility to be stated on the certificates and in the endorsements are selected from and identical to those appearing in sections A-II/1, A-II/2, A-II/3, A-II/4, A-III/1, A-III/2, A-III/3, A-III/4 and A-IV/2 of the STCW Code;
- .2 the candidates have completed approved education and training and meet the requirements for standards of competence, prescribed in the relevant sections of the STCW Code and as set forth in section A-VII/1 of this Code, for the functions and levels that are to be stated on the certificates and in the endorsements;
- .3 the candidates have completed approved seagoing service appropriate to the performance of the functions and levels that are to be stated on the certificate. The minimum duration of seagoing service shall be equivalent to the duration of seagoing service prescribed in chapters II and III of this Annex. However, the minimum duration of seagoing service shall be not less than as prescribed in section A-VII/2 of the STCW Code;
- .4 the candidates for certification who are to perform the function of navigation at the operational level shall meet the applicable requirements of the regulations in chapter IV, as appropriate, for performing designated radio duties in accordance with the Radio Regulations; and
- .5 the certificates are issued in accordance with the requirements of regulation V/9 and the provisions set forth in chapter VII of the STCW Code.

2 No certificate shall be issued under this chapter unless the Party has communicated information to the Organization in accordance with article IV and regulation V/7.

Regulation VII/2

Certification of seafarers

1 Every seafarer who performs any function or group of functions specified in tables A-II/1, A-II/2, A-II/3 or A-II/4 of chapter II or in tables A-III/1, A-III/2, A-III/4 of chapter III or A-IV/2 of chapter IV of the STCW Code, shall hold an appropriate certificate.

Regulation VII/3**Principles governing the issue of alternative certificates**

1 Any Party which elects to issue or authorize the issue of alternative certificates shall ensure that the following principles are observed:

- .1 no alternative certification system shall be implemented unless it ensures a degree of safety at sea and has a preventive effect as regards pollution at least equivalent to that provided by the other chapters; and
- .2 any arrangement for alternative certification issued under this chapter shall provide for the interchangeability of certificates with those issued under the other chapters.

2 The principle of interchangeability in paragraph 1 shall ensure that:

- .1 seafarers certificated under the arrangements of chapters II and/or III and those certificated under chapter VII are able to serve on ships which have either traditional or other forms of shipboard organization; and
- .2 seafarers are not trained for specific shipboard arrangements in such a way as would impair their ability to take their skills elsewhere.

3 In issuing any certificate under the provisions of this chapter the following principles shall be taken into account:

- .1 the issue of alternative certificates shall not be used in itself:
 - .1 to reduce the number of crew on board;
 - .2 to lower the integrity of the profession or "de-skill" seafarers; or
 - .3 to justify the assignment of the combined duties of the engine and deck watchkeeping officers to a single certificate holder during any particular watch; and
- .2 the person in command shall be designated as the master; and the legal position and authority of the master and others shall not be adversely affected by the implementation of any arrangement for alternative certification.

4 The principles contained in paragraphs 1 and 2 of this regulation shall ensure that the competency of both deck and engineer officers is maintained.

CHAPTER VIII

WATCHKEEPING

Regulation VIII/1

Fitness for duty

Each Administration shall, for the purpose of preventing fatigue:

- .1 establish and enforce rest periods for watchkeeping personnel; and
- .2 require that watch systems are so arranged that the efficiency of all watchkeeping personnel is not impaired by fatigue and that duties are so organized that the first watch at the commencement of a voyage and subsequent relieving watches are sufficiently rested and otherwise fit for duty.

Regulation VIII/2

Watchkeeping arrangements and principles to be observed

1 Administrations shall direct the attention of companies, masters, chief engineer officers and all watchkeeping personnel to the requirements, principles and guidance set out in the STCW Code which shall be observed to ensure that a safe continuous watch or watches appropriate to the prevailing circumstances and conditions are maintained in all seagoing ships at all times.

2 Administrations shall require the master of every ship to ensure that watchkeeping arrangements are adequate for maintaining a safe watch or watches, taking into account the prevailing circumstances and conditions and that, under the master's general direction:

- .1 officers in charge of the navigational watch are responsible for navigating the ship safely during their periods of duty, when they shall be physically present on the navigating bridge or in a directly associated location such as the chartroom or bridge control room at all times;
- .2 radio operators are responsible for maintaining a continuous radio watch on appropriate frequencies during their periods of duty;
- .3 officers in charge of an engineering watch, as defined in the STCW Code and under the direction of the chief engineer officer, shall be immediately available and on call to attend the machinery spaces and, when required, shall be physically present in the machinery space during their periods of responsibility; and
- .4 an appropriate and effective watch or watches are maintained for the purpose of safety at all times, while the ship is at anchor or moored and, if the ship is carrying hazardous cargo, the organization of such watch or watches takes full account of the nature, quantity, packing and stowage of the hazardous cargo and of any special conditions prevailing on board, afloat or ashore.

Spremembe priloge Mednarodne konvencije o standardih za usposabljanje, izdajanje spričeval in ladijsko stražarjenje pomorščakov, 1978

**I. POGLAVJE
SPLOŠNE DOLOČBE**

PRAVILO I/1

Pomen izrazov in pojasnila

1 Če ni izrecno drugače določeno, posamezni izrazi v tej konvenciji pomenijo:

- .1 "pravila" so pravila iz priloge te konvencije;
- .2 "priznan" pomeni, da ga prizna pogodbenica v skladu s temi pravili;

.3 "poveljnik" je oseba, ki poveljuje ladji;

.4 "častnik" je član ladijske posadke, razen poveljnika, ki je kot tak imenovan po notranji zakonodaji ali predpisih, če pa ni imenovan po njih, je imenovan po kolektivni pogodbi ali običajnem pravu;

.5 "krovni častnik" je častnik, ki je usposobljen v skladu z določbami II. poglavja te konvencije;

.6 "prični častnik" je častnik, ki je po stopnji najvišji za poveljnikom in prevzame poveljstvo ladje ob poveljnikovi onesposobljenosti;

.7 "strojni častnik" je častnik, ki je usposobljen v skladu z določbami III. poglavja te konvencije;

.8 "strojni upravitelj" je najvišji strojni častnik, ki je odgovoren za mehanični ladijski pogon ter delovanje in vzdrževanje mehanskih in električnih naprav na ladji;

.9 "drugi strojni častnik" je strojni častnik, ki je po stopnji za strojnim upraviteljem in prevzema odgovornost za mehanični ladijski pogon ter delovanje in vzdrževanje mehaničnih in električnih naprav na ladji ob onesposobljenosti strojnega upravitelja;

.10 "pomočnik strojnega častnika" je oseba, ki se usposablja za strojnega častnika in je kot tak imenovan po notranji zakonodaji;

.11 "radijski operater" je oseba, ki ima spričevalo, ki ga je izdala ali priznala uprava v skladu z določbami pravil za radijski promet;

.12 "mornar" je član ladijske posadke, ki ni poveljnik ali častnik;

.13 "obalna plovba" je plovba v bližini obale pogodbenice, kot jo je opredelila;

.14 "pogonska moč" je največja skupna neprekinjena izhodna moč v kilovatih (kW) vseh ladijskih pogonskih strojev, navedena pa je v vpisnem listu ali drugih uradnih listinah;

.15 "radijske naloge" so radijska straža in tehnično vzdrževanje in popravila v skladu s pravili za radijski promet, Mednarodno konvencijo o varstvu človeškega življenja na morju, in če uprava tako določi, z ustreznimi priporočili organizacije;

.16 "tanker za prevoz nafte" je ladja, ki je zgrajena in se uporablja za prevoz nafte in naftnih derivatov v razlitem stanju;

.17 "tanker za prevoz kemikalij" je ladja, ki je zgrajena ali prirejena in se uporablja za prevoz tekočih proizvodov v razlitem stanju, naštetih v 17. poglavju Mednarodnega kodeksa za prevoz kemikalij v razlitem stanju;

.18 "tanker za prevoz kapljivo tekočih zemeljskih plinov" je ladja, ki je zgrajena ali prirejena in se uporablja za prevoz katerega koli utekočinjenega plina v razlitem stanju ali drugih proizvodov iz 19. poglavja Mednarodnega kodeksa prevoznikov plinov;

.19 "RO-RO potniška ladja" je potniška ladja z RO-RO prostorom za tovor ali prostori posebnih kategorij, opredeljenih v Mednarodni konvenciji o varstvu človeškega življenja na morju, 1974, s spremembami;

.20 "mesec dni" je koledarski mesec ali 30 dni, sestavljen iz obdobjij, krajših od enega meseca;

.21 "kodeks STCW" je Kodeks o standardih za usposabljanje, izdajanje spričeval in ladijsko stražarjenje pomorščakov (STCW), sprejet z 2. sklepom na konferenci leta 1995, z mogočimi spremembami;

.22 "naloge" so skupina nalog, dolžnosti in odgovornosti, kot so določene v kodeksu STCW, ki so nujne za delovanje ladje, varstvo človeškega življenja na morju ali zaščito morskega okolja;

.23 "družba" je ladjar ali katera koli druga organizacija ali oseba, ki je upravitelj ali zakupnik ladje brez posadke in od ladjarja prevzame odgovornost za delovanje ladje in ob prevzemu take odgovornosti hrkati soglaša, da prevzame vse naloge in odgovornosti, ki jih družbi predpisujejo ta pravila;

.24 "ustrezno pooblastilo" je pooblastilo, izdano in overjeno v skladu z določbami te priloge, ki zakonitemu imetniku daje pravico, da opravlja naloge na ravnih odgovornosti, ki jih navaja pooblastilo na ladji, vrste, tonaže, moči in pogonskih sredstev, navedenih v pooblastilu, na tisti plovbi, na katero se pooblastilo nanaša;

.25 "plovba doba" je doba na ladji, potrebna za izdajo pooblastil ali drugih dokazil o usposobljenosti.

2 Ta pravila so dopolnjena z obveznimi določbami iz dela A kodeksa STCW in:

.1 vsako sklicevanje na zahteve v pravilu je hrkati sklicevanje na ustrezen oddelek dela A kodeksa STCW;

.2 pri uporabi teh pravil se morajo čim bolj upoštevati sorodna navodila in pojasnila iz dela B kodeksa STCW, da se zagotovi kar najbolj enotno izvajanje določb te konvencije na svetovni ravni;

.3 spremembe dela A kodeksa STCW se sprejmejo, začnejo veljati in se izvajajo v skladu z določbami XII. člena konvencije, ki se nanašajo na postopek sprejemanja sprememb, ki se uporablja za prilogi, in

.4 del B kodeksa STCW spremeni odbor za varnost plovbe v skladu s svojimi pravili o postopku.

3 Navajanje izraza "uprava" in "uprava, ki je izdala" v VI. členu te konvencije se ne razlagata kot preprečevanje pogodbenici, da izdaja in overja pooblastila po določbah teh pravil.

PRAVILO I/2

Pooblastila in overitve

1 Pooblastila so napisana v uradnem jeziku ali jezikih države, ki je pooblastilo izdala. Če besedilo ni v angleškem jeziku, mora biti prevedeno tudi v angleški jezik.

2 Pogodbenice lahko glede radijskih operatorjev:

.1 v izpit za izdajo pooblastila v skladu s pravili za radijski promet vključijo dodatno znanje, predpisano z ustreznimi pravili, ali

.2 izdajo ločeno pooblastilo z navedbo, da ima njegov imetnik dodatno znanje, predpisano z ustreznimi pravili.

3 Overitev iz VI. člena konvencije za potrditev izdaje pooblastila se izda samo, če so izpolnjene vse zahteve te konvencije.

4 Pogodbenica lahko po lastni presoji vključi overitve v obrazec izdanih pooblastil iz oddelka A-I/2 kodeksa STCW. Če je overitev vključena, je treba uporabiti obrazec iz prvega odstavka oddelka A-I/2. Če se izda ločeno, se uporabi obrazec za overitev iz drugega odstavka istega oddelka.

5 Uprava, ki prizna pooblastilo po pravilu I/10, to potrdi z overitvijo. Taka overitev se lahko izda samo, če so izpolnjene vse zahteve iz konvencije. Uporabi se obrazec za overitev iz tretjega odstavka oddelka A-I/2 kodeksa STCW.

6 Overitev iz tretjega, četrtega in petega odstavka:

.1 se lahko izdajo kot ločeni dokumenti;

.2 vsaka ima svojo številko, s tem da lahko ima overitev izdaje pooblastila isto številko kot pooblastilo, če ima vsaka overitev svojo številko,

.3 potečejo takrat, ko poteče overjeno pooblastilo ali ko ga pogodbenica, ki ga je izdala, umakne, začasno prekliče

ali razveljavi, in sicer ne pozneje kot pet let po dnevu izdaje ali razveljavitev.

7 Delovno mesto, na katerem lahko imetnik pooblastila opravlja delo, je navedeno v obrazcu za overitev z enakimi izrazi kot v veljavnih zahtevah uprave o najmanjšem številu članov posadke.

8 Uprava lahko uporabi obrazec, ki se razlikuje od obrazca iz oddelka A-I/2 kodeksa STCW, če so zahtevani podatki napisani v latinici in z arabskimi števkami, in upošteva različice, dovoljene v oddelku A-I/2.

9 V skladu z določbami petega odstavka pravila I/10 se izvirnik vsakega pooblastila, ki ga zahteva ta konvencija, hrani na tisti ladji, na kateri dela imetnik.

PRAVILO I/3

Načela, ki urejajo obalno plovbo

1 Pogodbenice pri določanju obalne plovbe za namen te konvencije ne postavljajo strožjih zahtev za usposabljanje, izkušnje ali izdajanje spričeval za pomorščake na ladjah, ki imajo pravico pluti pod zastavo druge pogodbenice, kakor jih postavljajo za pomorščake na ladjah, ki plovejo pod njihovo zastavo. Pogodbenica ne sme v nobenem primeru postavljati za pomorščake, ki delajo na ladjah in imajo pravico pluti pod zastavo tuje pogodbenice, strožjih zahtev od zahtev v konvenciji, ki se nanašajo na ladje, ki plovejo zunaj območja obalne plovbe.

2 Glede ladij, ki imajo pravico pluti pod zastavo posamezne pogodbenice in redno plovejo v območju obalne plovbe obale kakšne druge pogodbenice, pogodbenica, pod zastavo katere plove ladja, predpiše zahteve za usposabljanje, izkušnje in izdajanje spričeval za pomorščake, ki delajo na takih ladjah, ki so vsaj enake tistim, ki jih predpiše pogodbenica, ob obali katere plove ladja, če niso strožje od zahtev v konvenciji za ladje, ki plovejo zunaj območja plovbe. Pomorščaki na ladji, ki zapusti območje obalne plovbe, ki ga je določila pogodbenica, in vplove v vode, ki jih ta opredelitev ne zajema, morajo izpolnjevati ustrezne zahteve iz te konvencije.

3 Pogodbenica, pod zastavo katere plove ladja, ki ima pravico pluti pod njeno zastavo, lahko odobri ugodnosti iz te konvencije, če ladja redno plove v območju obalne plovbe, ki ni pogodbenica, in v območju obalne plovbe, kot jo je opredelila ta pogodbenica.

4 Pri opredelitvi obalne plovbe po zahtevah tega pravila pogodbenice v skladu z zahtevami pravila I/7 obvestijo generalnega sekretarja o podrobnostih sprejetih določb.

5 Nobena določba tega pravila ne posega v jurisdikcijo nobene države, ne glede na to, ali je pogodbenica ali ne.

PRAVILO I/4

Kontrolni postopki

1 Kontrola, ki jo opravlja pravilno pooblaščena uradna oseba po X. členu, je omejena na:

.1 potrditev, da morajo imeti vsi pomorščaki, zaposleni na ladji, v skladu s prvim odstavkom X. člena pooblastilo po tej konvenciji, ustrezno pooblastilo ali veljavno potrdilo o oprostitvi ali dokazilo, da je bila pri upravi vložena prošnja za overitev v skladu s petim odstavkom pravila I/10;

.2 potrditev, da so število in pooblastila pomorščakov, zaposlenih na ladji, usklajena z zahtevami uprave o najmanjšem številu članov posadke;

.3 v skladu z oddelkom A-I/4 kodeksa STCW oceno sposobnosti pomorščakov na ladji za izpolnjevanje standarov za ladijsko stražo po tej konvenciji, če so jasni razlogi za sum, da ti standardi niso izpolnjeni, ker:

.3.1 je ladja trčila ali nasedla ali

.3.2 je ladja izlila snovi med plovbo, medtem ko je bila zasidrana ali ko je bila privezana, kar je po mednarodnih konvencijah nezakonito, ali

.3.3 ladjo upravlja nepazljivo in nevarno, pri čemer ne upoštevajo ukrepov za ohranjanje smeri plovbe, ki jih je

sprejela organizacija ali veljajo za varno navigacijsko prakso in postopke;

.3.4 tudi drugače ladjo vodijo tako, da je nevarno za osebe, lastnino ali okolje.

2 Pomanjkljivosti, ki se lahko ocenijo kot nevarne za ljudi, lastnino ali okolje, zajemajo:

.1 pomorščaki nimajo ustreznega pooblastila, veljavne oprostitve ali potrdila, da je pri upravi vložena prijava za overitev v skladu s petim odstavkom pravila I/10;

.2 neizpolnjevanje zahtev uprave o najmanjšem številu članov posadke;

.3 ladja pri opravljanju krovne ali strojne straže ni ravna la po zahtevah, ki jih je za ladjo določila uprava;

.4 na straži niso navzoče osebe, usposobljene za ravnanje z opremo, ki je bistvenega pomena za varno plovbo, varno radijsko zvezo ali preprečevanje onesnaženja morja, in

.5 nezmožnost, da se za prvo stražo na začetku plovbe in vse naslednje straže za zamenjavo zagotovijo osebe, ki so dovolj spočite ter tudi drugače sposobne opravljati naloge.

3 Če niso odpravljene pomanjkljivosti iz drugega odstavka, za katere je pogodbenica, ki opravlja kontrolo, ugotovila, da so nevarne za ljudi, lastnino ali okolje, je to edina podlaga iz X. člena, po kateri sme pogodbenica zadržati ladjo.

PRAVILO I/5

Notranji predpisi

1 Pogodbenica vzpostavi postopke za nepristransko preiskavo vsakega prijavljenega neustreznega storjenega ali opuščenega dejanja, ki lahko na morju pomeni neposredno nevarnost za življenje ali premoženje ali morsko okolje in so ga storili imetniki pooblastili ali overitev, ki jih je izdala ta pogodbenica, pri opravljanju nalog v zvezi s svojimi pooblastili, in postopke za umik, začasni preklic ali razveljavitev pooblastila v takih primerih in preprečitev golufij.

2 Pogodbenica predpiše kazni ali disciplinske ukrepe, kadar niso izpolnjene določbe njene notranje zakonodaje za izvajanje te konvencije, za ladje, ki imajo pravico pluti pod njeno zastavo, in pomorščake, katerih pooblastila je izdala ta pogodbenica.

3 Take kazni ali disciplinski ukrepi se predpišejo in izvajajo, zlasti ko:

.1 družba ali poveljnik zaposli osebo, ki nima pooblastila po tej konvenciji;

.2 poveljnik dovoli, da naloge ali dela, za katera pravila zahtevajo, da jih opravlja oseba z ustreznim pooblastilom, opravlja oseba, ki nima pooblastila, veljavne oprostitve ali dokazila, kot ga zahteva peti odstavek pravila I/10, ali

.3 je oseba z golufijo ali lažnimi dokumenti dobila za poslitev in opravlja naloge ali dela, za katera ta pravila zahtevajo, da jih opravlja ali zaseda oseba, ki ima pooblastilo ali oprostitev.

4 Pogodbenica, pod jurisdikcijo katere je družba ali posameznik, za katerega se utemeljeno sumi, da je odgovoren za to ali pa ve za kršitev konvencije, določeno v tretjem odstavku, mora čim bolj sodelovati z vsako drugo pogodbenico, ki jo je obvestila o svoji nameri, da začne postopek v svoji jurisdikciji.

PRAVILO I/6

Usposabljanje in ocenjevanje

Pogodbenica zagotovi, da:

.1 se usposabljanje in ocenjevanje pomorščakov po konvenciji opravlja, nadzoruje in spremlja v skladu s pravili oddelka A-I/6 kodeksa STCW;

.2 so tisti, ki so odgovorni za usposabljanje in ocenjevanje sposobnosti pomorščakov po konvenciji, v skladu z določbami oddelka A-I/6 kodeksa STCW usposobljeni za vrsto in raven tega usposabljanja ali ocenjevanja, ki poteka.

PRAVILO I/7

Sporočanje podatkov

1 Poleg podatkov, ki morajo biti sporočeni po IV. členu, vsaka pogodbenica v predpisanih rokih in na predpisanih obrazcih v oddelku A-I/7 kodeksa STCW pošlje generalnemu sekretarju vse podatke v skladu s kodeksom o vseh ukrepih, ki jih je pogodbenica sprejela, da ta konvencija začne veljati.

2 Ko generalni sekretar prejme vse podatke iz IV. člena in oddelka A-I/7 kodeksa STCW, ki potrjujejo, da določbe konvencije veljajo, pošlje o tem poročilo odboru za varnost plovbe.

3 Ko odbor za varnost plovbe v skladu s postopki, ki jih je sprejel, potrdi, da je prejel podatke o tem, da določbe konvencije veljajo:

.1 naredi seznam teh pogodbenic in

.2 lahko druge pogodbenice skladno z določbami iz pravil I/4 in I/10 načeloma sprejmejo, da so pooblastila, ki so jih izdala pogodbenice iz prvega pododstavka tretjega odstavka, v skladu s to konvencijo.

PRAVILO I/8

Standardi kakovosti

1 Pogodbenica zagotovi, da:

.1 se v skladu z določbami oddelka A-I/8 kodeksa STCW usposabljanje, ocenjevanje sposobnosti, pooblastila, overitev ali ponovne potrditve, ki jih izvajajo nevladni organi ali subjekti v njihovi pristojnosti, stalno nadzira s sistemom vodenja kakovosti, da se zagotovi uresničevanje zastavljenih ciljev skupaj s tistimi, ki se nanašajo na usposobljenost in izkušenost inštruktorjev in ocenjevalcev, in

.2 obstaja sistem vodenja kakovosti, če te dejavnosti izvajajo vladni organi ali subjekti.

2 Pogodbenica tudi zagotovi, da v skladu z določbami oddelka A-I/8 kodeksa STCW ocenjevanje v rednih presledkih izvajajo za to usposobljene osebe, ki same ne sodelujejo pri teh dejavnostih.

3 Podatke iz drugega odstavka je treba sporočiti generalnemu sekretarju.

PRAVILO I/9

Zdravstvene zahteve – izdaja in vpis pooblastil v seznam

1 Pogodbenica predpiše zahteve za zdravstveno sposobnost pomorščakov, zlasti glede vida in sluha.

2 Pogodbenica zagotovi, da se pooblastila izdajo samo tistim kandidatom, ki izpolnjujejo zahteve iz tega pravila.

3 Kandidat za pooblastilo mora predložiti ustrezna dokazila o:

.1 istovetnosti;

.2 tem, da ni mlajši, kot predpisujejo pravila, ki veljajo za pooblastila, za katera je zaprosil;

.3 tem, da izpolnjuje zahteve za zdravstveno sposobnost, še zlasti glede vida in sluha, ki jih je predpisala pogodbenica, in da je imetnik veljavnega potrdila o zdravstveni sposobnosti, ki ga je izdal usposobljen zdravnik splošne prakse, ki ga pogodbenica priznava;

.4 tem, da je opravil plovbo dobo in drugo obvezno usposabljanje, ki ga določajo pravila za izdajo pooblastila, za katero je zaprosil;

.5 tem, da izpolnjuje zahteve za sposobnosti, predpisane s temi pravili, za usposobljenosti, naloge in stopnje, ki morajo biti naštete na overjenem pooblastilu.

4 Pogodbenica se zaveže, da:

.1 vodi seznam ali sezname vseh pooblastil in overitev za poveljnike in častnike ali mornarje, ki so bili izdani, so potekli ali katerih veljavnost je bila podaljšana, začasno preklicana, razveljavljena ali za katera je bilo javljeno, da so izgubljeni ali uničeni, in o izdanih oprostivah in

.2 so podatki o stanju takih pooblastil, overitev in oprostitev na voljo drugim pogodbenicam in družbam, ki zaprosijo za potrditev izvirnosti in veljavnosti pooblastil pomorščakov, ki so zaprosili, da se jim priznajo pooblastila v skladu s pravilom I/10, ali zaprosijo za delo na ladji.

PRAVILO I/10

Priznavanje pooblastil

1 Uprava zagotovi, da so pri priznavanju pooblastil z overitvijo po petem odstavku pravila I/2, ki jih je poveljniku, častniku ali radijskemu operaterju izdala druga pogodbenica ali so bila izdana v njenem imenu, upoštevane določbe tega pravila in da:

.1 je uprava z vsemi potrebnimi ukrepi, ki lahko zajemajo inšpekcijski pregled naprav, objektov in postopkov, potrdila, da so vse zahteve glede standardov usposobljenosti, izdaje in overitve pooblastil in vodenja evidence v celoti izpolnjene, in

.2 se dogovori z drugo pogodbenico, da takoj obvestita druga drugo o vsaki pomembni spremembi pri organizaciji usposabljanja in izdaji pooblastil, ki jih zagotavlja v skladu s to konvencijo.

2 Zagotovijo se ukrepi, s katerimi se doseže, da imajo pomorščaki, ki predložijo za priznavanje pooblastila, izdanega v skladu z določbami pravil II/2, III/2 ali III/3 ali izdanega v skladu s VII/1 na vodstveni ravni, kot to določa kodeks STCW, potrebno znanje o pomorski zakonodaji, ki jo je izdala uprava, in ureja naloge, ki jih lahko opravlja.

3 Podatke in ukrepe iz tega pravila je treba v skladu z zahtevami pravila I/7 sporočiti generalnemu sekretarju.

4 Pooblastila, ki jih izda nepogodbenica ali kdo v njem imenu, se ne priznajo.

5 Ne glede na zahteve iz petega odstavka pravila I/2 lahko uprava, če tako zahtevajo okoliščine, dovoli pomorščaku, da največ tri mesece opravlja dela, razen del radiotelegrafista ali radijskega operaterja, če pravila za radijski promet ne določajo drugače, na ladji, ki ima pravico pluti pod njeno zastavo in ima ustrezno veljavno pooblastilo, izdano in overjeno v skladu z zahtevami druge pogodbenice za delo na ladji te pogodbenice, ki še ni ustrezno overjeno za zaposlitve na ladji, ki ima pravico pluti pod zastavo te države. Dokazilo, da je pri upravi vložena prošnja za overitev, mora biti vedno dostopno.

6 Pooblastil in overitev, ki jih je uprava pod določbami tega pravila izdala za priznanje ali potrditev priznanja pooblastila, druga uprava ne sme uporabljati kot podlagu za nadaljnje priznanje.

PRAVILO I/11

Obnovitev pooblastil

1 Poveljnik, častnik ali radijski operater, ki je imetnik pooblastila, izdanega ali priznanega po katerem kolikogar povlajvu te konvencije, razen po VI. poglavju, ki je zaposlen na ladji ali se namerava zaposliti na njej po obdobju na kopnem, mora, če hoče še naprej izpolnjevati pogoje za plovbo dobo, v presledkih petih let:

.1 izpolnjevati standarde o zdravstveni sposobnosti iz pravila I/9 in

.2 dokazati neprekiniteno poklicno sposobnost v skladu z oddelkom A-I/11 kodeksa STCW.

2 Poveljnik, častnik ali radijski operater mora za neprekinjeno plovbo dobo na ladjah, ki po mednarodnem dogovoru zahtevajo posebno usposabljanje, uspešno končati priznano ustrezno usposabljanje.

3 Pogodbenica mora primerjati standarde usposobljenosti, ki jih zahteva od kandidatov za pooblastila, izdana pred 1. februarjem 2002, s standardi za ustrezna pooblastila, ki jih predpisuje del A kodeksa STCW, in odločiti, ali morajo imeti takih pooblastil opraviti ustrezno osvežitveno in dopolnilno usposabljanje ali ocenjevanje.

4 Pogodbenica v posvetovanju s tistimi, ki jih to zadeva, oblikuje ali spodbuja oblikovanje programov, osvežitvenih in dopolnilnih tečajev iz oddelka A-I/11 kodeksa STCW.

5 Za dopolnjevanje znanja poveljnikov, častnikov in radijskih operaterjev vsaka uprava zagotovi, da so besedila najnovejših sprememb notranjih in mednarodnih predpisov o varnosti človeškega življenja na morju in varovanju morskega okolja na razpolago ladjam, ki imajo pravico pluti pod njeno zastavo.

PRAVILO I/12 Uporaba simulatorjev

1 Standardi delovanja in druge določbe iz oddelka A-I/12 in druge zahteve, ki jih predpisuje del A kodeksa STCW za vsa pooblastila, morajo biti izpolnjeni za:

.1 vsako obvezno izobraževanje, ki poteka na podlagi simulatorja;

.2 vsako oceno sposobnosti, ki poteka z uporabo simulatorja, kot jo zahteva del A kodeksa STCW, in

.3 vsako dokazovanje neprekrajene sposobnosti z uporabo simulatorja, kot jo zahteva del A kodeksa STCW.

2 Simulatorji, ki so vgrajeni ali so se začeli uporabljati pred 1. februarjem 2002, se lahko razlikujejo od standardov delovanja iz prvega odstavka, če se pogodbenica tako odloči.

PRAVILO I/13 Izvajanje preskusov

1 Ta pravila upravi ne preprečujejo, da pooblasti ladje, ki imajo pravico pluti pod njeno zastavo, za sodelovanje pri preskusih.

2 V tem pravilu izraz "preskus" pomeni poskus ali vrsto poskusov, izvedenih v omejenem obdobju, ki lahko zajemajo uporabo samodejnih ali povezanih sistemov, da se ovrednotijo druge metode za izvajanje posebnih nalog ali določenih ureditev po tej konvenciji, ki zagotavljajo vsaj enako raven varnosti in preprečevanja onesnaževanja po teh pravilih.

3 Uprava, ki pooblasti ladje za sodelovanje pri preskusih, se mora prepričati, da so preskusi izvedeni tako, da zagotavljajo vsaj enako raven varnosti in preprečevanja onesnaževanja, kot jo zagotavljajo ta pravila. Taki preskusi morajo biti izvedeni v skladu z navodili, ki jih je sprejela organizacija.

4 Organizaciji je treba sporočiti podrobnosti o preskušu čim prej, a ne pozneje kot šest mesecev pred dnem načrtovanega začetka preskusa. Organizacija te podatke pošlje vsem pogodbenicam.

5 Izsledke preskusov iz prvega odstavka in vsa priporočila, ki jih lahko ima uprava glede teh izsledkov, je treba sporočiti organizaciji, ki te izsledke in priporočila pošlje vsem drugim pogodbenicam.

6 Pogodbenica, ki ugovarja posameznemu preskusu, za katerega je bilo izdano dovoljenje v skladu s temi pravili, mora ugovor čim prej sporočiti organizaciji. Organizacija vse pogodbenice obvesti o podrobnostih ugovora.

7 Uprava, ki je dala dovoljenje za preskus, upošteva ugovore v zvezi s preskusom, ki jih prejme od drugih pogodbenic, tako da ladji, ki plove pod njeno zastavo, ukaže, naj ne izvaja preskusa med plovbo v vodah obalne države, ki je obvestila organizacijo o svojem ugovoru.

8 Uprava, ki na podlagi preskusa ugotovi, da daje posamezen sistem vsaj enako raven varnosti in preprečevanja onesnaževanja v skladu s temi pravili, lahko dovoli ladjam, ki imajo pravico pluti pod njeno zastavo, da še naprej tako delujejo, če so izpolnjene te zahteve:

.1 potem ko so v skladu s petim odstavkom predloženi izsledki preskusa, uprava pošlje organizaciji podatke o vseh dovoljenjih skupaj s podatki o ladji, ki je lahko pooblaščena, in jih nato pošlje vsem pogodbenicam;

.2 vse dejavnosti na podlagi tega odstavka morajo biti opravljene v skladu z vsemi navodili organizacije tako kot med preskusom;

.3 pri takih dejavnostih je treba upoštevati vse ugovore, ki jih v skladu s sedmim odstavkom pošljejo druge pogodbenice, če niso umaknjeni, in

.4 dejavnost po tem odstavku je dovoljena samo, če odbor za varnost plovbe odloči, ali so spremembe konvencije primerne in če so, ali naj se nadaljuje, preden začne veljati sprememba.

9 Na zahtevo katere koli pogodbenice odbor za varnost plovbe določi datum za odločanje o izsledkih preskusa in sprejetje ustreznih odločitev.

PRAVILO I/14 Odgovornost družb

1 V skladu z določbami oddelka A-I/14 so družbe upravi odgovorne za razporejanje pomorščakov na dela na svojih ladjah v skladu z določbami te konvencije in morajo zagotoviti, da:

.1 ima vsak pomorščak, ki je dodeljen na katero koli ladjo, ustrezeno pooblastilo v skladu z določbami konvencije in kot zahteva uprave;

.2 osebje na njenih ladjah ustreza zahtevam uprave o najmanjšem številu članov posadke;

.3 so dokumenti in podatki, ki se nanašajo na vse pomorščake, ki so zaposleni na njenih ladjah, redno vodenih in vedno dostopnih in med drugim vključujejo dokumente in podatke o njihovih izkušnjah, usposabljanju, zdravstveni sposobnosti in sposobnosti za dodeljene naloge;

.4 pomorščaki, ki so dodeljeni na katero koli njeno ladjo, poznajo svoje posebne naloge in vse ureditve na ladji, naprave, opremo, postopke in značilnosti ladje, ki so pomembni za opravljanje običajnih nalog ali nalog v izjemnih razmerah, in

.5 je posadka sposobna učinkovito usklajevati dejavnosti v izrednih razmerah in opravljati naloge, ki so življenjskega pomena za varnost in preprečevanje ali zmanjšanje onesnaževanja.

PRAVILO I/15 Prehodne določbe

1 Do 1. februarja 2002 lahko pogodbenica v skladu z določbami konvencije, ki so veljale neposredno pred 1. februarjem 1997, še naprej izdaja, priznava ali overja pooblastila za tiste pomorščake, ki so začeli priznano plovno dobo, priznano izobraževanje in usposabljanje ali priznan tečaj usposabljanja pred 1. avgustom 1998.

2 Do 1. februarja 2002 lahko pogodbenica v skladu z določbami konvencije, ki so veljale neposredno pred 1. februarjem 1997, nadaljuje obnavljanje ali podaljševanje veljavnosti pooblastil in overitev.

3 Če pogodbenica v skladu s pravilom I/11 na novo izda ali podaljša veljavnost pooblastila, ki ga je prvotno izdala na podlagi določb te konvencije, ki so veljale neposredno pred 1. februarjem 1997, lahko po lastni presoji nadomesti omejitve tonaze na izvirniku pooblastila:

.1 "200 bruto registrskih ton" se nadomesti z "bruto tonično 500" in

.2 "1600 bruto registrskih ton" se nadomesti z "bruto tonično 3000".

II. POGLAVJE

POVELJNIK IN KROVNI ODDELEK

PRAVILO II/1

Obvezne zahteve za izdajo pooblastil za častnike, odgovorne za krovno stražo na ladjah z bruto tonažo 500 ali več

1 Častnik, odgovoren za krovno stražo na čezoceanski ladji z bruto tonažo 500 ali več, mora imeti ustreznou pooblastilo.

2 Kandidat za pooblastilo:

.1 mora imeti vsaj 18 let;

.2 imeti mora najmanj leto dni plovne dobe v okviru priznanega programa usposabljanja, ki vključuje usposabljanje na ladji, skladno z zahtevami iz oddelka A-II/1 kodeksa STCW, kar je dokumentirano s pripravnim dnevnikom, ali na drug način priznano plovno dobo, ki ni krajša od treh let;

.3 mora imeti zahtevano plovno dobo, med katero je opravljal naloge krovne straže na poveljniškem mostu pod vodstvom poveljnika ali usposobljenega častnika vsaj šest mesecev;

.4 mora izpolnjevati ustrezne zahteve iz pravil IV. poglavja, ki se nanašajo na opravljanje ustreznih radijskih nalog iz pravil za radijski promet, in

.5 mora uspešno dokončati priznano izobraževanje in usposabljanje ter izpolnjevati standarde sposobnosti iz oddelka A-II/1 kodeksa STCW.

PRAVILO II/2

Obvezne zahteve za izdajanje pooblastil za poveljnika in prvega častnika na ladjah z bruto tonažo 500 ali več

Poveljnik in prvi častnik na ladjah z bruto tonažo 3000 ali več

1 Poveljnik in prvi častnik na čezoceanski ladji z bruto tonažo 3000 ali več mora imeti ustreznou pooblastilo.

2 Kandidat za pooblastilo:

.1 mora izpolnjevati zahteve za pridobitev pooblastila za častnika, odgovornega za krovno stražo na ladjah z bruto tonažo 500 ali več, in mora imeti potrjeno plovno dobo za to usposobljenost:

.1.1 za prvega častnika najmanj 12 mesecev in

.1.2 za poveljnika najmanj 36 mesecev; ta doba se lahko skrajša na najmanj 24 mesecev, če ima vsaj 12 mesecev plovne dobe kot prvi častnik, in

.2 mora uspešno dokončati priznano izobraževanje in usposabljanje ter izpolnjevati standarde usposobljenosti iz oddelka A-II/2 kodeksa STCW za poveljnike in prve častnike na ladjah z bruto tonažo 3000 in več.

Poveljnik in prvi častnik na ladjah z bruto tonažo med 500 in 3000

3 Vsak poveljnik in vsak prvi častnik na čezoceanski ladji z bruto tonažo med 500 in 3000 mora imeti ustreznou pooblastilo.

4 Kandidat za pooblastilo:

.1 mora za pooblastilo za prvega častnika izpolnjevati zahteve za častnika krovne straže na ladjah z bruto tonažo 500 ali več;

.2 mora za pooblastilo za poveljnika izpolnjevati zahteve za častnika, odgovornega za krovno stražo na ladjah z bruto tonažo 500 ali več, in ima za to usposobljenost vsaj 36 mesecev plovne dobe; ta doba se lahko skrajša na najmanj 24 mesecev, če ima vsaj 12 mesecev plovne dobe kot prvi častnik, in

.3 mora uspešno dokončati priznano usposabljanje in izpolnjevati standarde usposobljenosti iz oddelka A-II/2 kodeksa STCW za poveljnike in prve častnike na ladjah z bruto tonažo med 500 in 3000.

PRAVILO II/3

Obvezne zahteve za izdajanje pooblastil za častnike, odgovorne za krovno stražo, in poveljnike na ladjah z bruto tonažo manj kot 500

Ladje, ki plovejo zunaj območja obalne plovbe

1 Častnik, odgovoren za krovno stražo na čezoceanski ladji z bruto tonažo do 500, ki plove zunaj območja obalne plovbe, mora imeti ustreznou pooblastilo za ladje z bruto tonažo 500 ali več.

2 Poveljnik, ki opravlja naloge na čezoceanski ladji z bruto tonažo do 500, ki plove zunaj območja obalne plovbe, mora imeti ustreznou pooblastilo za ladje z bruto tonažo med 500 in 3000.

Ladje, ki plovejo v območju obalne plovbe

Častnik, odgovoren za krovno stražo

3 Častnik, odgovoren za krovno stražo na ladji z bruto tonažo do 500, ki plove v območju obalne plovbe, mora imeti ustreznou pooblastilo.

4 Kandidat za pooblastilo za častnika, odgovornega za krovno stražo na čezoceanski ladji z bruto tonažo do 500, ki plove v območju obalne plovbe:

.1 mora imeti vsaj 18 let;

.2 mora dokončati:

.2.1 posebno usposabljanje, ki vključuje primerno obdobje ustrezne plovne dobe v skladu z zahtevami uprave, ali

.2.2 najmanj tri leta plovne dobe v krovнем oddelku,

.3 mora izpolnjevati ustrezne zahteve iz pravil IV. poglavja, ki se nanašajo na opravljanje ustreznih radijskih nalog iz pravil za radijski promet, in

.4 mora uspešno opraviti priznano izobraževanje in usposabljanje ter izpolnjevati standarde sposobnosti iz oddelka A-II/3 kodeksa STCW za častnike, odgovorne za krovno stražo na ladjah z bruto tonažo do 500, ki plovejo v območju obalne plovbe.

Poveljnik

5 Poveljnik čezoceanske ladje z bruto tonažo do 500, ki plove v območju obalne plovbe, mora imeti ustreznou pooblastilo.

6 Kandidat za pooblastilo za poveljnika na čezoceanski ladji z bruto tonažo do 500, ki plove v območju obalne plovbe:

.1 mora imeti vsaj 20 let;

.2 mora imeti dokaz, da je delal kot častnik, odgovoren za krovno stražo, najmanj 12 mesecev, in

.3 mora uspešno opraviti priznano izobraževanje in usposabljanje ter izpolnjevati standarde usposobljenosti iz oddelka A-II/3 kodeksa STCW za poveljnika na ladjah z bruto tonažo do 500, ki plovejo v območju obalne plovbe.

7 Izjeme

Če uprava meni, da so velikost ladje in pogoji za njeno plovbo taki, da ni mogoče uporabiti vseh zahtev iz tega pravila in oddelka A-II/3 kodeksa STCW ali da so nerazumne ali neizvedljive, lahko v takem primeru oprosti poveljnika in častnika krovne straže na tej ladji ali na ladjah take vrste nekaterih zahtev, vendar ob upoštevanju varnosti vseh ladij, ki bi utegnile pluti v teh vodah.

PRAVILO II/4

Obvezne zahteve, ki jih morajo izpolnjevati mornarji v sestavi krovne straže

1 Mornarju v sestavi krovne straže na čezoceanski ladji z bruto tonažo 500 ali več, razen mornarjem, ki se usposablja, in mornarjem, katerih naloge na straži ne zahtevajo posebnega znanja, se izda pooblastilo za opravljanje takih nalog.

2 Kandidat za pooblastilo:

.1 mora imeti vsaj 16 let,

.2 mora uspešno dokončati:

.2.1priznano plovbo dobo, ki vključuje vsaj šest mesecev usposabljanja in izkušenj, ali

.2.2posebno izobraževanje na kopnem ali na ladji, ki vključuje najmanj dva meseca odobrene plovne dobe;

.3 izpoljuje standarde usposobljenosti iz oddelka A-II/4 kodeksa STCW.

3 Plovba doba, izobraževanje in izkušnje iz pododstavkov 2.2.1 in 2.2.2 so lahko povezani z opravljanjem krovne straže in vključujejo opravljanje nalog pod neposrednim nadzorom poveljnika, častnika krovne straže ali usposobljenega mornarja.

4 Pogodbenica lahko šteje, da pomorščaki izpoljujejo zahteve iz tega pravila, če so vsaj leto dni v petih letih opravljali ustrezne naloge v krovnem oddelku, preden je zanjo začela veljati ta konvencija.

III. POGLAVJE **STROJNI ODDELEK**

PRAVILA III/1

Obvezne zahteve za izdajo pooblastil za častnika strojne straže v strojnici, v kateri je osebje, ali za častnika strojne straže v strojnici, v kateri občasno ni osebja

1 Častnik strojne straže v strojnici, v kateri je osebje, ali častnik strojne straže v strojnici, v kateri občasno ni osebja, na čeoceanski ladji z glavnim pogonskim strojem z močjo 750 kW ali več, razen mornarjev, ki se izobražujejo, in mornarjev, katerih naloge ne zahtevajo posebnega znanja, mora imeti pooblastilo za opravljanje takih nalog.

2 Kandidat za pooblastilo:

.1 mora imeti vsaj 18 let;

.2 mora imeti vsaj šest mesecev plovne dobe v strojnem oddelku skladno z zahtevami iz oddelka A-III/1 kodeksa STCW in

.3 mora uspešno dokončati priznano izobraževanje in usposabljanje, ki je trajalo vsaj 30 mesecev skupaj z usposabljanjem na ladji, kar je dokumentirano v pripravnškem dnevniku, ter izpolnjevati standarde usposobljenosti iz oddelka A-III/1 kodeksa STCW.

PRAVILA III/2

Obvezne zahteve za izdajo pooblastila za strojnega upravitelja in drugega strojnega častnika na ladjah z glavnim pogonskim strojem z močjo 3000 kW ali več

1 Strojni upravitelj in drugi strojni častnik na čeoceanski ladji s pogonskim strojem z močjo 3000 kW ali več morata imeti ustrezno pooblastilo.

2 Kandidat za pooblastilo:

.1 mora izpolnjevati zahteve za izdajo pooblastila za častnika, odgovornega za strojno stražo,

.1.1za pooblastilo za drugega strojnega častnika mora imeti vsaj 12 mesecev priznane plovne dobe na položaju pomočnika strojnega častnika ali strojnega častnika,

.1.2za strojnega upravitelja mora imeti vsaj 36 mesecev priznane plovne dobe, od tega najmanj 12 mesecev kot strojni častnik na odgovornem položaju z usposobljenostjo za drugega strojnega častnika, in

.2mora uspešno dokončati priznano izobraževanje in usposabljanje in izpolnjevati standarde usposobljenosti iz oddelka A-III/2 kodeksa STCW.

PRAVILA III/3

Obvezne zahteve za izdajo pooblastila za strojnega upravitelja in drugega strojnega častnika na ladjah z glavnim pogonskim strojem z močjo med 750 kW in 3000 kW

1 Strojni upravitelj in drugi strojni častnik na čeoceanski ladji z glavnim pogonskim strojem z močjo med 750 kW in 3000 kW morata imeti ustrezno pooblastilo.

2 Kandidat za pridobitev pooblastila:

.1 mora izpolnjevati zahteve za izdajo pooblastila za častnika, odgovornega za strojno stražo:

.1.1za izdajo pooblastila za drugega strojnega častnika imeti vsaj 12 mesecev priznane plovne dobe kot pomočnik strojnega častnika ali strojni častnik,

.1.2za izdajo pooblastila za strojnega upravitelja mora imeti vsaj 24 mesecev priznane plovne dobe, od tega vsaj 12 mesecev plovne dobe kot drugi strojni častnik, in

.2 mora uspešno dokončati priznano izobraževanje in usposabljanje ter izpolnjevati standarde usposobljenosti iz oddelka A-III/3 kodeksa STCW.

3 Strojni častnik, ki je usposobljen za drugega strojnega častnika na ladjah z glavnim pogonskim strojem z močjo 3000 kW ali več, lahko dela kot strojni upravitelj na ladjah z glavnim pogonskim strojem z močjo do 3000 kW, če je vsaj 12 mesecev priznane plovne dobe opravljal kot strojni častnik na odgovornem položaju in je pooblastilo tako overjeno.

PRAVILA III/4

Obvezne zahteve za izdajo pooblastila za mornarja v sestavi strojne straže v strojnici, v kateri je osebje, ali dežurnih v strojnici, v kateri občasno ni osebja

1 Mornar v sestavi strojne straže v strojnici ali mornar, ki opravlja naloge v strojnici, v kateri občasno ni osebja, na čeoceanski ladji z glavnim pogonskim strojem z močjo 750 kW ali več, razen mornarjev, ki se izobražujejo, in mornarjev, katerih naloge ne zahtevajo posebnega znanja, morajo imeti pooblastilo za opravljanje takih nalog:

2 Kandidat za pooblastilo:

.1 mora imeti vsaj 16 let;

.2 mora dokončati:

.2.1priznano plovbo dobo, ki vključuje vsaj šest mesecev izobraževanja in izkušenj, ali

.2.2posebno izobraževanje na kopnem ali na ladji, ki vključuje najmanj dva meseca odobrene plovne dobe, in

.3 izpoljuje standarde usposobljenosti iz oddelka A-III/4 kodeksa STCW.

3 Plovba doba, izobraževanje in izkušnje iz pododstavkov 2.2.1 in 2.2.2 so lahko povezani z opravljanjem strojne straže in vključujejo opravljanje nalog pod neposrednim nadzorom usposobljenega strojnega častnika ali usposobljenega mornarja.

4 Pogodbenica lahko šteje, da pomorščaki izpoljujejo zahteve iz tega pravila, če so vsaj leto dni v petih letih opravljali ustrezne naloge v strojnem oddelku, preden je zanjo začela veljati ta konvencija.

IV. POGLAVJE **RADIJSKE ZVEZE IN RADIJSKO OSEBJE**

Pojasnilo:

Obvezne določbe, ki se nanašajo na radijsko službo, so v pravilih za radijski promet in v Mednarodni konvenciji o varstvu človeškega življenja na morju, 1974, s spremembami ter v navodilih, ki jih je sprejela organizacija.

PRAVILA IV/1**Uporaba**

1 Razen v primerih iz tretjega odstavka veljajo določbe tega poglavja za radijsko osebje na ladjah, ki delujejo po Univerzalnem pomorskem sistemu za varnost in stisko na

morju (GMDSS), kot ga predpisuje Mednarodna konvencija o varstvu človeškega življenja na morju, 1974, s spremembami.

2 Radijsko osebje na ladjah, ki izpolnjuje določbe Mednarodne konvencije o varstvu človeškega življenja na morju, 1974, ki so začele veljati neposredno pred 1. februarjem 1992, mora do 1. februarja 1999 izpolnjevati določbe Mednarodne konvencije o standardih za usposabljanje, izdajanje spričeval in ladijsko stražarjenje pomorščakov, 1978, ki je veljala pred 1. decembrom 1992.

3 Radijskemu osebju na ladjah, ki jim ni treba izpolnjevati določb GMDSS iz IV. poglavja konvencije SOLAS, ni treba izpolnjevati določb tega poglavja. Radijsko osebje na teh ladjah pa mora upoštevati pravila za radijski promet. Uprava mora zagotoviti, da se takemu radijskemu osebju izdajo ali priznajo vsa ustreznata pooblastila, ki jih predpisujejo pravila za radijski promet.

PRAVILO IV/2

Obvezne zahteve za izdajo pooblastil za radijsko osebje GMDSS

1 Oseba, ki je pooblaščena ali opravlja radijske naloge na ladji in mora sodelovati pri GMDSS, mora imeti ustrezeno pooblastilo, ki se nanaša na GMDSS, ki ga uprava izda ali prizna v skladu z določbami pravil za radijski promet.

2 Poleg tega mora kandidat za pooblastilo po tem pravilu za delo na ladji, ki se zahteva z Mednarodno konvencijo o varstvu človeškega življenja na morju, 1974, s spremembami za radijske naprave:

.1 imeti najmanj 18 let in

.2 uspešno dokončati priznano izobraževanje in usposabljanje ter izpolnjevati standarde usposobljenosti iz oddelka A-IV/2 kodeksa STCW.

V. POGLAVJE

ZAHTEVE ZA POSEBNO USPOSABLJANJE OSEBJA NA NEKATERIH VRSTAH LADIJ

PRAVILO V/1

Obvezne zahteve za usposabljanje poveljnikov, častnikov in mornarjev na tankerjih

1 Častniki in mornarji, ki imajo posebne naloge in odgovornosti v zvezi s tovorom in opremo na tankerjih, morajo poleg usposabljanja, ki ga zahteva pravilo VI/1, dokončati priznan protipožarni tečaj na kopnem in:

.1 imeti vsaj tri meseca priznane plovne dobe na tankerjih za pridobitev ustreznega znanja o varnih postopkih delovanja ali

.2 priznan tečaj spoznavanja značilnosti tankerjev, ki zajema najmanj predmete, predpisane za ta tečaj v oddelku A-V/1 kodeksa STCW,

vendar pa lahko uprava prizna obdobje plovne dobe pod nadzorom, ki je krajše od obdobja iz prvega pododstavka, če:

.3 tako priznano obdobje ni krajše od enega meseca,

.4 je bruto tonaža tankerja do 3000;

.5 vsako potovanje tankerja v tem obdobju ni daljše od 72 ur in

.6 delovne lastnosti tankerja in število potovanj ter natovarjanj in raztovarjanj v tem obdobju omogočajo pridobitev enake ravni znanja in izkušenj.

2 Poveljniki, strojni upravitelji, prvi častniki, drugi strojni častniki in vse osebe, ki so neposredno odgovorne za natovarjanje in raztovarjanje potnikov, natovarjanje, raztovarjanje in zavarovanje tovora ali za zapiranje odprtin na trupu RO-RO potniških ladij, morajo imeti opravljeno priznano usposabljanje o varnosti potnikov, varnosti tovora in celovitosti ladijskega trupa iz četrtega odstavka oddelka A-V/2 kodeksa STCW.

tovorom, morajo imeti poleg tistega, kar je določeno v prvem in drugem pododstavku prvega odstavka tudi:

.1 izkušnje, ki ustrezajo njihovim nalogam na vrsti tankerja, na katerem so zaposleni, in

.2 dokončan priznan specializiran program usposabljanja, ki zajema najmanj predmete iz oddelka A-V/1 kodeksa STCW in ustreza njihovim nalogam na tankerju za nafto, tankerju za kemikalije ali tankerju za utekočinjen plin, na katerem dela.

3 Dve leti po tem, ko konvencija začne veljati za pogodbenico, se lahko šteje, da pomorščaki izpolnjujejo zahteve iz drugega pododstavka drugega odstavka, če so opravljali ustreerne naloge na tankerjih najmanj leto v prejšnjih petih letih.

4 Uprava zagotovi, da se poveljnikom in častnikom, ki so usposobljeni v skladu s prvim oziroma drugim odstavkom, izda ustrezeno pooblastilo ali da je veljavno pooblastilo overjeno. Vsak usposobljen mornar prejme pooblastilo.

PRAVILO V/2

Obvezne zahteve za usposabljanje poveljnikov, častnikov, mornarjev in drugega osebja na RO-RO potniških ladjah

1 To pravilo se uporablja za poveljnike, častnike, mornarje in drugo osebje na RO-RO potniških ladjah, ki plovejo na mednarodnih progah. Uprava določi, ali te zahteve veljajo za osebje na RO-RO potniških ladjah, ki plovejo na domačih progah.

2 Pomorščaki morajo, preden začnejo opravljati naloge na RO-RO potniških ladjah, dokončati usposabljanje iz četrtega do osmega odstavka v skladu s svojo usposobljenostjo, nalogami in odgovornostjo.

3 Pomorščaki, ki morajo v skladu s četrtim, sedmim in osmim odstavkom dokončati usposabljanje, morajo opraviti ustrezeno osvežilno usposabljanje v presledkih najmanj petih let.

4 Poveljniki, častniki in drugo osebje, ki so po seznamu posadke določeni za pomoč potnikom na RO-RO potniških ladjah v izrednih razmerah, morajo imeti opravljeno usposabljanje za obvladovanje množic iz prvega odstavka oddelka A-V/2 kodeksa STCW.

5 Poveljniki, častniki in drugo osebje, ki imajo posebne naloge in odgovornosti na RO-RO potniških ladjah, morajo imeti dokončan program spoznavanja značilnosti ladje iz drugega odstavka oddelka A-V/2 kodeksa STCW.

6 Osebje, ki neposredno zagotavlja storitve potnikom v potniških delih RO-RO ladij, mora dokončati varnostno usposabljanje iz tretjega odstavka oddelka A-V/2 kodeksa STCW.

7 Poveljniki, prvi častniki, strojni upravitelji, drugi strojni častniki in vse osebe, ki so neposredno odgovorne za vkravcanje in izkrcavanje potnikov, natovarjanje, raztovarjanje in zavarovanje tovora ali za zapiranje odprtin na trupu RO-RO potniških ladij, morajo imeti opravljeno priznano usposabljanje o varnosti potnikov, varnosti tovora in celovitosti ladijskega trupa iz četrtega odstavka oddelka A-V/2 kodeksa STCW.

8 Poveljniki, prvi častniki, strojni upravitelji, drugi strojni častniki in vse osebe, ki so odgovorne za varnost potnikov v izrednih razmerah na RO-RO potniških ladjah, morajo imeti opravljeno priznano usposabljanje o obvladovanju izrednih razmer in vedenju ljudi iz petega odstavka oddelka A-V/2 kodeksa STCW.

9 Uprava zagotovi, da se vsaki osebi, ki izpolnjuje pogoje iz določb tega pravila, izdajo vsa dokazila o opravljenem usposabljanju.

VI. POGLAVJE

IZREDNE RAZMERE, VARSTVO PRI DELU, ZDRAVSTVENA OSKRBA IN REŠEVALNE DEJAVNOSTI

PRAVILO VI/1

Obvezne zahteve za spoznavanje ladje, osnovno varnostno usposabljanje in navodila za vse pomorščake

Pomorščaki morajo opraviti tečaj spoznavanja ladje in osnovnega varnostnega usposabljanja ali dobiti navodila iz oddelka A-VI/1 kodeksa STCW ter morajo izpolnjevati standarde o usposobljenosti po tem kodeksu.

PRAVILO VI/2

Obvezne zahteve za izdajo pooblastila o usposobljenosti za upravljanje rešilnega plovila, rešilnih čolnov in hitrega reševalnega čolna

1 Kandidat za pooblastilo o usposobljenosti za upravljanje rešilnega plovila in rešilnih čolnov, razen hitrih rešilnih čolnov:

.1 mora imeti najmanj 18 let;

.2 mora imeti priznanih najmanj 12 mesecev plovne dobe ali vsaj šest mesecev priznanega tečaja za usposabljanje in najmanj šest mesecev plovne dobe in

.3 mora izpolnjevati standarde usposobljenosti za izdajo pooblastila o usposobljenosti za upravljanje rešilnega plovila in rešilnih čolnov iz prvega do četrtega odstavka oddelka A-VI/1 kodeksa STCW.

2 Kandidat za pooblastilo o usposobljenosti za upravljanje hitrih rešilnih čolnov:

.1 mora imeti pooblastilo za upravljanje rešilnega plovila in rešilnih čolnov, razen hitrih rešilnih čolnov;

.2 mora opraviti priznan tečaj usposabljanja in

.3 mora izpolnjevati standarde usposobljenosti za izdajo pooblastila o usposobljenosti za upravljanje hitrih rešilnih čolnov iz petega do osmega odstavka oddelka A-VI/2 kodeksa STCW.

PRAVILO VI/3

Obvezne zahteve za dopolnilno usposabljanja za gašenje požarov

1 Pomorščaki, določeni za nadzorovanje gašenja požarov, morajo imeti uspešno opravljeno dopolnilno usposabljanje o načinu gašenja požarov s posebnim poudarkom na organizaciji, taktiki in ukazovanju v skladu z določbami oddelka A-VI/3 kodeksa STCW in morajo izpolnjevati standarde usposobljenosti kodeksa.

2 Če dopolnilno usposabljanje o gašenju požarov ni vključeno v pogoje za izdajo pooblastil, se izda posebno pooblastilo oziroma dokazilo, ki potrjuje, da je imetnik obiskoval dopolnilni tečaj za usposabljanje za gašenje požarov.

PRAVILO VI/4

Obvezne zahteve za prvo pomoč in zdravstveno oskrbo

1 Pomorščaki, določeni za dajanje prve pomoči na ladjah, morajo izpolnjevati standarde usposobljenosti za dajanje prve pomoči iz prvega do tretjega odstavka oddelka A-VI/4 kodeksa STCW.

2 Pomorščaki, določeni za zdravstveno oskrbo na ladjah, morajo izpolnjevati standarde usposobljenosti iz četrtega do šestega odstavka oddelka A-VI/4 kodeksa STCW.

3 Če usposabljanje za prvo pomoč ali zdravstveno oskrbo ni vključeno v pogoje za izdajo pooblastila, se izda pooblastilo oziroma dokazilo, ki potrjuje, da je imetnik opa-

vil tečaj za usposabljanje za prvo pomoč ali zdravstveno oskrbo.

VI. POGLAVJE

ALTERNATIVNA POOBLASTILA

PRAVILO VII/1

Izdaja alternativnih pooblastil

1 Ne glede na zahteve za izdajo pooblastil iz II. in III. poglavja te priloge se lahko pogodbenice odločijo, da izdajo ali dovolijo izdajo pooblastil, ki jih pravila v teh poglavjih ne naštevajo, če:

.1 so naloge in stopnje odgovornosti, navedene v pooblastilih in overitvah, izbrane med tistimi v oddelkih A-II/1, A-II/2, A-II/3, A-II/4, A-III/1, A-III/2, A-III/4 in A-IV/2 kodeksa STCW in so enake z njimi;

.2 so kandidati dokončali priznano izobraževanje in usposabljanje in izpolnjujejo zahteve standardov o usposobljenosti iz ustreznih oddelkov kodeksa STCW in oddelka A-VII/1 kodeksa za tiste naloge in stopnje, ki morajo biti navedene na pooblastilih in overitvah;

.3 so kandidati za pooblastilo opravili priznano plovbo doba, ki ustreza upravljanju nalog in stopnjam odgovornosti, ki so navedene na pooblastili. Najkrajša plovna doba mora biti enaka plovni dobi iz II. in III. poglavja te priloge. Ne glede na to pa najkrajša plovna doba ne sme biti krajsa od dobe iz oddelka A-VII/2 kodeksa STCW;

.4 kandidati za pooblastila, ki bodo opravljali operativne navigacijske naloge, morajo izpolnjevati ustrezne zahteve iz pravil IV. poglavja za upravljanje posameznih radijskih nalog v skladu s pravili za radijski promet, in

.5 so pooblastila izdana v skladu z zahtevami pravila I/9 in določbami VII. poglavja kodeksa STCW.

2 Pooblastilo sme biti izданo na podlagi tega poglavja samo, če je pogodbenica v skladu s IV. členom in pravilom I/7 organizaciji poslala vse podatke.

PRAVILO VII/2

Izdaja pooblastil pomorščakom

1 Pomorščak, ki opravlja naloge ali skupino nalog iz preglednic A-II/1, A-II/2, A-II/3 ali A-II/4 iz II. poglavja ali preglednic A-III/1, A-III/2, A-III/4 iz III. poglavja ali A-IV/2 iz IV. poglavja kodeksa STCW, mora imeti ustrezeno pooblastilo.

PRAVILO VII/3

Načela, ki urejajo izdajo alternativnih pooblastil

1 Pogodbenica, ki se odloči za izdajo ali dovoli izdajo alternativnih pooblastil, zagotovi, da se spoštujejo ta načela:

.1 ne sme se uvesti tak alternativni sistem, ki ne zagotavlja stopnje varnosti in preprečevanja onesnaževanja, ki je taka kot tista, ki jo zagotavljajo pooblastila, izdana na podlagi drugih poglavij, in

.2 način izdajanja alternativnih pooblastil na podlagi tega poglavja mora zagotoviti, da so pooblastila medsebojno zamenljiva s pooblastili, izdanimi na podlagi drugih poglavij.

2 Načelo medsebojne izmenljivosti iz prvega odstavka zagotavlja, da:

.1 se pomorščaki s pooblastili, izdanimi v skladu z II. in/ali III. poglavjem, in tisti s pooblastili, izdanimi v skladu s VII. poglavjem, lahko zaposlijo na klasičnih ladjah in na ladjah z drugačnimi načini organizacije, in

.2 usposobljenost pomorščakov za delo na ladji s posebno organizacijo ne pomeni, da niso usposobljeni za delo na drugih vrstah ladij.

3 Pri izdaji pooblastil po določbah tega poglavja je treba upoštevati ta načela:

- .1 alternativna pooblastila se ne smejo izdajati:
 - .1 za zmanjševanje števila posadke na ladji,
 - .2 za razvrednotenje poklica ali zniževanje zahtev za usposobljenost pomorščakov ali
 - .3 kot opravičilo za združevanje nalog strojne in krovne straže častnikov v enem samem imetniku pooblastila med posamezno stražo;

.2 oseba, ki poveljuje, je poveljnik; uveljavljanje načinov izdajanja alternativnih pooblastil ne sme negativno vplivati na nezakoniti položaj in avtoriteto poveljnika in drugih.

4 Načela iz prvega in drugega odstavka tega pravila zagotavljajo, da se ohranajo naloge krovnega in strojnega častnika.

VIII. POGLAVJE LADIJSKA STRAŽA

PRAVILO VIII/1

Sposobnost za opravljanje nalog

Da se prepreči utrujenost, uprava:

- .1 določi obdobja počitka za osebje, ki opravlja stražo in skrbi, da se upoštevajo, in
 - .2 zahteva, da je sistem straže organiziran tako, da učinkovitost osebja, ki straži, ni zmanjšana zaradi utrujenosti in da so naloge organizirane tako, da so prva straža na začetku plovbe in vse naslednje zamenjave dovolj spočite in tudi drugače pripravljene za delo.

PRAVILO VIII/2

Ureditev ladijske straže in načela, ki se morajo upoštevati

1 Uprave morajo opozoriti družbe, poveljниke, strojne upravitelje in vse osebje, ki straži, na zahteve, načela in navodila iz kodeksa STCW, ki jih morajo na vseh čezoceanskih ladjah ob vsakem času upoštevati za zagotovitev varne, neprekinjene straže, ki ustrezajo prevladujočim razmeram in okoliščinam.

2 Uprava od vseh poveljnikov ladij zahteva, da pod svojim splošnim vodstvom zagotovijo, da je ladijska straža ustrezno organizirana za varno in neprekinjeno stražo z upoštevanjem prevladujočih razmer in okoliščin in:

.1 da so častniki, odgovorni za krovno stražo, odgovorni za varno plovbo med opravljanjem svojih nalog, med katerimi so stalno fizično prisotni na poveljniškem mostu ali v neposredno povezanem prostoru, kot je navigacijska kabina ali kontrolna kabina na mostu;

.2 da so radijski operaterji odgovorni za vzdrževanje neprekinjene radijske straže na ustreznih frekvencah med svojo izmerno;

.3 da so častniki, odgovorni za strojno stražo, kot jo določa kodeks STCW, pod vodstvom strojnega upravitelja takoj dosegljivi, in če je potrebno, fizično prisotni med svojo izmerno v strojnici in

.4 da je straža ustrezena in učinkovita, da se zagotovi varnost ob vsakem času, kadar je ladja zasidrana ali privezana, in da se, če ladja prevaža nevaren tovor, organizira tako, da upošteva njegovo naravo, količino in način, kako je pakiran in razporejen, ter vse posebne okoliščine na ladji med plovbo ali v pristanišču.

3. člen

Za izvajanje Sprememb, 1995, priloge k Mednarodni konvenciji o standardih za usposabljanje, izdajanje spričeval in ladijsko stražarjenje pomorščakov, 1978, skrbi Ministrstvo za promet.

4. člen

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

Št. 326-04/05-26/1

Ljubljana, dne 29. septembra 2005

EPA 414-IV

Predsednik
Državnega zbora
Republike Slovenije
France Cukjati, dr. med., l.r.

66. Zakon o ratifikaciji Sprememb, 1997, k spremenjeni Mednarodni konvenciji o standardih za usposabljanje, izdajanje spričeval in ladijsko stražarjenje pomorščakov, 1978 (MKSULSP97)

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 Sprememb, 1997, k spremenjeni Mednarodni konvenciji
o standardih za usposabljanje, izdajanje spričeval in ladijsko stražarjenje pomorščakov, 1978
(MKSULSP97)**

Razglašam Zakon o ratifikaciji Sprememb, 1997, k spremenjeni Mednarodni konvenciji o standardih za usposabljanje, izdajanje spričeval in ladijsko stražarjenje pomorščakov, 1978 (MKSULSP97), ki ga je sprejel Državni zbor Republike Slovenije na seji 29. septembra 2005.

Št. 001-22-92/05
Ljubljana, dne 7. oktobra 2005

dr. Janez Drnovšek I.r.
Predsednik
Republike Slovenije

Z A K O N

**O RATIFIKACIJI SPREMEMB, 1997, K SPREMENJENI MEDNARODNI KONVENCIJI O
STANDARDIH ZA USPOSABLJANJE, IZDAJANJE SPRIČEVAL IN LADIJSKO STRAŽARJENJE
POMORŠČAKOV, 1978 (MKSULSP97)**

1. člen

Ratificirajo se Spremembe, 1997, k spremenjeni Mednarodni konvenciji o standardih za usposabljanje, izdajanje spričeval in ladijsko stražarjenje pomorščakov, 1978, sprejete v Londonu junija 1997.

2. člen

Besedilo Sprememb se v izvirniku v angleškem jeziku ter prevodu v slovenskem glasi:

**AMENDMENTS TO THE INTERNATIONAL CONVENTION ON
STANDARDS OF TRAINING, CERTIFICATION AND
WATCHKEEPING FOR SEAFARERS, 1978,
AS AMENDED**

**CHAPTER V
SPECIAL TRAINING REQUIREMENTS FOR PERSONNEL
ON CERTAIN TYPES OF SHIPS**

Regulation V/2

Mandatory minimum requirements for the training and qualifications of masters, officers, ratings and other personnel on ro-ro passenger ships

1. The following text is added at the end of paragraph 3:
"or be required to provide evidence of having achieved the required standard of competence within the previous five years."
2. The following new regulation V/3 is added after existing regulation V/2:

"Regulation V/3

Mandatory minimum requirements for the training and qualifications of masters, officers, ratings and other personnel on passenger ships other than ro-ro passenger ships

1. This regulation applies to masters, officers, ratings and other personnel serving on board passenger ships, other than ro-ro passenger ships, engaged on international voyages. Administrations shall determine the applicability of these requirements to personnel serving on passenger ships engaged on domestic voyages.
2. Prior to being assigned shipboard duties on board passenger ships, seafarers shall have completed the training required by paragraphs 4 to 8 below in accordance with their capacity, duties and responsibilities.
3. Seafarers who are required to be trained in accordance with paragraphs 4, 7 and 8 below shall, at intervals not exceeding five years, undertake appropriate refresher training or be required to provide evidence of having achieved the required standard of competence within the previous five years.
4. Personnel designated on muster lists to assist passengers in emergency situations on board passenger ships shall have completed training in crowd management as specified in section A-V/3, paragraph 1 of the STCW Code.
5. Masters, officers and other personnel assigned specific duties and responsibilities on board passenger ships shall have completed the familiarization training specified in section A-V/3, paragraph 2 of the STCW Code.
6. Personnel providing direct service to passengers on board passenger ships in passenger spaces shall have completed the safety training specified in section A-V/3, paragraph 3 of the STCW Code.
7. Masters, chief mates, and every person assigned immediate responsibility for embarking and disembarking passengers shall have completed approved training in passenger safety as specified in section A-V/3, paragraph 4 of the STCW Code.
8. Masters, chief mates, chief engineer officers, second engineer officers and any person having responsibility for the safety of passengers in emergency situations on board passenger ships shall have completed approved training in crisis management and human behaviour as specified in section A-V/3, paragraph 5 of the STCW Code.
9. Administrations shall ensure that documentary evidence of the training which has been completed is issued for every person found qualified under the provisions of this regulation."

S P R E M E M B E**SPREMENJENE MEDNARODNE KONVENCIJE O STANDARDIH ZA USPOSABLJANJE, IZDAJANJE
SPRIČEVAL IN LADIJSKO STRAŽARJENJE POMORŠČAKOV, 1978****V. POGLAVJE****POSEBNE ZAHTEVE GLEDE USPOSABLJANJA
OSEBJA NA NEKATERIH VRSTAH LADIJ****Pravilo V/2**

Obvezne zahteve za usposabljanje poveljnikov, častnikov, mornarjev in drugega osebja na RO-RO potniških ladjah

1 Na koncu tretjega odstavka se doda:

»ali morajo predložiti dokazilo o doseženem zahtevanem standardu usposobljenosti v predhodnih petih letih.«

2 Za pravilom V/2 se doda novo pravilo V/3:

»Pravilo V/3

Obvezne zahteve za usposabljanje poveljnikov, častnikov, mornarjev in drugega osebja na potniških ladjah, ki niso RO-RO potniške ladje

1 To pravilo se uporablja za poveljnike, častnike, mornarje in drugo osebje, zaposleno na potniških ladjah, razen na RO-RO ladjah, ki plovejo na mednarodnih progah. Uprava določi, ali se te zahteve uporabljajo tudi za osebje, zaposleno na potniških ladjah, ki plovejo na domačih progah.

2 Pomorščaki morajo, preden začnejo opravljati naloge na potniških ladjah, dokončati usposabljanje iz četrtega do osmega odstavka v skladu s svojo usposobljenostjo, nalogami in odgovornostjo.

3 Pomorščaki, ki morajo v skladu s četrtim, sedmim in osmim odstavkom opraviti usposabljanje, morajo opraviti ustrezno osvežilno usposabljanje v presledkih najmanj petih let, ali morajo predložiti dokazilo o doseženem zahtevanem standardu usposobljenosti v predhodnih petih letih.

viti ustrezno osvežilno usposabljanje v presledkih najmanj petih let, ali morajo predložiti dokazilo o doseženem zahtevanem standardu usposobljenosti v predhodnih petih letih.

4 Osebje, ki je po seznamu posadke določeno za pomoci potnikom na potniških ladjah v izrednih razmerah, mora imeti dokončano usposabljanje za obvladovanje množic iz prvega odstavka oddelka A-V/3 kodeksa STCW.

5 Poveljniki, častniki in drugo osebje, ki ima posebne naloge in odgovornosti na potniških ladjah, morajo imeti dokončan program spoznavanja značilnosti ladje iz drugega odstavka oddelka A-V/3 kodeksa STCW.

6 Osebje, ki neposredno zagotavlja storitve potnikom v potniških delih ladij, mora opraviti varnostno usposabljanje iz tretjega odstavka oddelka A-V/3 kodeksa STCW.

7 Poveljniki, prvi častniki in vse osebe, ki so neposredno odgovorne za vkrcavanje in izkrcavanje potnikov, morajo imeti dokončano priznano usposabljanje o varnosti potnikov iz četrtega odstavka oddelka A-V/3 kodeksa STCW.

8 Poveljniki, prvi častniki, strojni upravitelji, drugi strojni častniki in vse osebe, ki so odgovorne za varnost potnikov v izrednih razmerah na potniških ladjah, morajo imeti opravljeno priznano usposabljanje o obvladovanju izrednih razmer in vedenju ljudi iz petega odstavka oddelka A-V/3 kodeksa STCW.

9 Uprava zagotovi, da se vsaki osebi, ki izpolnjuje pogoje iz določb tega pravila, izdajo vsa dokazila o opravljenem usposabljanju.«

3. člen

Za izvajanje Sprememb, 1997, k spremenjeni Mednarodni konvenciji o standardih za usposabljanje, izdajanje spričeval in ladijsko stražarjenje pomorščakov, 1978, skrbi Ministrstvo za promet.

4. člen

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

Št. 326-04/05-25/1

Ljubljana, dne 29. septembra 2005

EPA 413-IV

Predsednik
Državnega zbora
Republike Slovenije
France Cukjati, dr. med., l.r.

67. Zakon o ratifikaciji Konvencije o ustanovitvi Evropskega univerzitetnega inštituta, kot je bila spremenjena s Konvencijo o spremembah iz leta 1992 (MKUEUI)

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 Konvencije o ustanovitvi Evropskega univerzitetnega inštituta,
kot je bila spremenjena s Konvencijo o spremembah iz leta 1992 (MKUEUI)**

Razglašam Zakon o ratifikaciji Konvencije o ustanovitvi Evropskega univerzitetnega inštituta, kot je bila spremenjena s Konvencijo o spremembah iz leta 1992 (MKUEUI), ki ga je sprejel Državni zbor Republike Slovenije na seji 27. oktobra 2005.

Št. 001-22-113/05
Ljubljana, dne 4. novembra 2005

dr. Janez Drnovšek l.r.
Predsednik
Republike Slovenije

Z A K O N

**O RATIFIKACIJI KONVENCIJE O USTANOVITVI EVROPSKEGA UNIVERZITETNEGA INŠTITUTA, KOT
JE BILA SPREMENJENA S KONVENCIJO O SPREMEMBAH IZ LETA 1992 (MKUEUI)**

1. člen

Ratificira se Konvencija o ustanovitvi Evropskega univerzitetnega inštituta, kot je bila spremenjena s Konvencijo o spremembah iz leta 1992, sestavljena 19. aprila 1972 v Firencah.

2. člen

Besedilo konvencije se v izvirniku v angleškem jeziku ter prevodu v slovenskem jeziku glasi:

CONSOLIDATED**CONVENTION SETTING UP A EUROPEAN UNIVERSITY INSTITUTE**

As amended by the Amending Convention of 1992

Convention setting up a European University Institute

HIS MAJESTY THE KING OF THE BELGIANS,

THE PRESIDENT OF THE FEDERAL REPUBLIC OF GERMANY,

THE PRESIDENT OF THE FRENCH REPUBLIC,

THE PRESIDENT OF THE ITALIAN REPUBLIC,

HIS ROYAL HIGHNESS THE GRAND DUKE OF LUXEMBOURG,

HER MAJESTY THE QUEEN OF THE NETHERLANDS,

RESOLVED to foster the advancement of learning in fields which are of particular interest for the development of Europe, especially its culture, history, law, economics and institutions;

DESIRING to promote cooperation in these fields and to stimulate joint research;

HAVING DECIDED to realize the intentions expressed on the subject in the Declarations made by the Heads of State or of Government meeting at Bonn on 18 July 1961 and at The Hague on 1 and 2 December 1969;

CONSIDERING that a further contribution should be made to the intellectual life of Europe and that in this spirit a European Institute should be set up at the highest university level;

HAVE DECIDED to set up a European University Institute and to lay down the conditions under which it will function, and to this end have designated as their Plenipotentiaries:

HIS MAJESTY THE KING OF THE BELGIANS:

Mr Leon HUREZ,
Minister of Education (F);

THE PRESIDENT OF THE FEDERAL REPUBLIC OF GERMANY:

Mr Rolf LAHR,
Ambassador of the Federal Republic of Germany in Rome;

THE PRESIDENT OF THE FRENCH REPUBLIC:

Mr Jacques DUHAMEL,
Minister for Cultural Affairs;

THE PRESIDENT OF THE ITALIAN REPUBLIC:

Mr Aldo MORO,
Minister for Foreign Affairs;
Mr Riccardo MISASI, Minister of Education;

HIS ROYAL HIGHNESS THE GRAND DUKE OF LUXEMBOURG:

Mr Jean DUPONG,
Minister of Education;

HER MAJESTY THE QUEEN OF THE NETHERLANDS:

Mr Th. E. WESTERERP,
State Secretary, Ministry of Foreign Affairs;

WHO, having exchanged their Full Powers, found in good and due form, have agreed as follows:

CHAPTER I

PRINCIPLES GOVERNING THE SETTING UP OF THE INSTITUTE

Article 1

By this Convention, the Member States of the European Communities (hereinafter called the "Contracting States") jointly set up the European University Institute (hereinafter called the "Institute". It shall have legal personality.

The seat of the Institute shall be in Florence.

Article 2

1. The aim of the Institute shall be to contribute, by its activities in the fields of higher education and research, to the development of the cultural and scientific heritage of Europe, as a whole and in its constituent parts. Its work shall also be concerned with the great movements and institutions which characterize the history and development of Europe. It shall take into account Europe's cultural and linguistic pluralism and relations with cultures outside Europe.

This aim shall be pursued through teaching and research at the highest university level.

As part of the general programme of its scientific activities, the Institute shall develop interdisciplinary research programmes on the major issues confronting contemporary European society, including matters relating to the construction of Europe.

2. The Institute should also be a forum for the exchange and discussion of ideas and experience in subjects falling within the areas of study and research with which it is concerned.

Article 3

1. The Contracting States shall take all the measures necessary to facilitate the pursuit of the aim of the Institute while observing freedom of research and teaching.

2. The Contracting States shall encourage the spread of the Institute's influence in the scientific and university world. To this end, they shall assist the Institute to establish appropriate bonds of cooperation with the universities and scientific institutions in

their territories and with the European and international bodies concerned with education, culture and research.

3. Within its terms of reference, the Institute shall cooperate with universities and with any national or international teaching or research body wishing to cooperate. It may conclude agreements with States and international bodies.

Article 4

The Institute and its staff shall enjoy such privileges and immunities as are necessary for the performance of their tasks, under the conditions laid down in the Protocol annexed to this Convention, which forms an integral part thereof.

The Institute shall conclude a headquarters agreement with the Italian Government, to be approved unanimously by the High Council.

CHAPTER II

ADMINISTRATION

Article 5

The authorities of the Institute shall be:

- a) the High Council,
- b) the Principal of the Institute,
- c) the Academic Council.

Article 6

1. The High Council shall be composed of representatives of the Governments of the Contracting States; each Government shall have one vote in the Council and shall delegate to it two representatives.

The High Council shall meet at least once a year in Florence.

2. The office of President of the High Council shall be held for one year by a representative of each of the Contracting States in turn.

3. The Principal of the Institute, the Secretary and a representative of the European Communities shall take part in meetings of the High Council but shall not vote.

4. The High Council shall be responsible for the main guidance of the Institute; it shall direct its activities and supervise its development. It shall facilitate on the one hand relations between Governments on matters concerning the Institute, and on the other hand relations between Governments and the Institute.

The High Council shall take the decisions necessary for the performance of the tasks thus entrusted to it in accordance with paragraphs 5 and 6.

5. Acting unanimously, the High Council shall:

- a) draw up the rules governing the activities of the Institute and the financial rules provided for in Article 26;
- b) adopt the procedure for the selection of the working languages in accordance with Article 27;
- c) draw up the service rules of the staff of the Institute; these service rules shall lay down the procedure for settling disputes between the Institute and persons covered by them;
- d) decide upon the creation of permanent posts for professors assigned to the Institute;
- g) invite, on terms which it shall lay down, the persons specified in Article 9 (3) to take part in the activities of the Academic Council;
- h) conclude the headquarters agreement between the Institute and the Italian Government, and any instrument referred to in Article 3 (3);
- i) appoint the first Principal and the first Secretary of the Institute;
- j) allow, if necessary, derogation from Article 8 (3);
- k) alter the arrangement into departments provided for in Article 11 or create new departments;
- l) grant the approval referred to in Article 33;
- m) take the measures referred to in Article 34.

6. The High Council shall, acting by a qualified majority, take decisions other than those provided for in paragraph 5, in particular those concerning:

- a) the appointment of the Principal and the Secretary of the Institute;
- b) the approval of the Institute's budget and giving a discharge to the Principal in respect of the implementation of the budget;
- c) the approval, on a proposal from the Academic Council, of the general teaching policy;
- d) the creation of a Research Council, the structure and powers of which it shall determine after consulting the Academic Council;
- e) the creation or closure of interdisciplinary centres within the Institute, after consulting the Academic Council and the Research Council;
- f) the adoption of its rules of procedure.

7. Where decisions require a qualified majority, votes shall be weighted as follows:

Belgium	5
Denmark	3
Germany	10
Greece	5
Spain	8
France	10
Ireland	3
Italy	10
Luxembourg	2
Netherlands	5
Austria	4
Portugal	5
Finland	3
Sweden	4
United Kingdom	10

The decisions shall be carried if they have received a minimum of 62 votes in favour and the approval of at least 10 Governments.

8. Abstentions shall not prevent the adoption by the High Council of decisions which require unanimity.

Article 7

1. The Principal shall direct the Institute. He shall carry out or supervise the carrying out of acts and decisions pursuant to this Convention and shall take any administrative decisions which do not fall within the terms of reference of any of the other authorities of the Institute.

2. He shall be responsible for the administration of the Institute. He shall represent it in law.

He shall prepare the draft annual budget and the draft triennial financial forecasts and shall submit them to the High Council after consulting the Academic Council.

He shall appoint the heads of department, the interdisciplinary centre directors and the other members of the teaching staff nominated in accordance with Article 9 (5) (e) and Article 9 (2).

He shall appoint members of the administrative staff of the Institute.

3. The Principal of the Institute shall be chosen by the High Council after consultation with the Academic Council. The arrangements for the co-operation between the High Council and the Academic Council to prepare this decision shall be adopted by the High Council, voting unanimously, after consulting the Academic Council.

He shall be appointed for five years. The High Council, deciding unanimously after consulting the Academic Council, may extend his term of office for a maximum period of three years.

The rules provided for in Article 6 (5) (a) shall lay down the terms on which his term of office may be terminated on his initiative or on that of the Institute.

Article 8

1. A Secretary shall assist the Principal of the Institute in the performance of his organizational and administrative duties.
2. His term of office and the length of his appointment shall be laid down in the rules provided for in Article 6 (5) (a).
3. The Secretary and the Principal of the Institute may not be of the same nationality, unless unanimously decided otherwise by the High Council.

Article 9

1. The Academic Council shall have general powers with regard to research and teaching, without prejudice to the terms of reference of the other authorities of the Institute.

It shall be presided over by the Principal of the Institute.

2. An executive committee, chaired by the Principal of the Institute, assisted by the Secretary, and consisting of the Principal, the heads of department, the directors of the centres provided for in Article 11 (3), and one research student representative, shall assist the Principal at his request in performing the Institute's tasks.

The executive committee shall prepare the work of the Academic Council. It shall nominate teaching staff members other than those referred to in paragraph (5) (e). It shall draw up the list of members of the Entrance Board and the Graduation Board.

It shall carry out the specific tasks entrusted to it by the Academic Council.

It shall regularly report to the Academic Council and the High Council on the manner in which it has carried out its aims.

3. The following shall be members of the Academic Council:

- a) the Principal of the Institute;
- b) the Secretary of the Institute, who shall take part in the work but shall not vote;
- c) heads of department;
- d) interdisciplinary centre directors;
- e) all or some of the professors assigned to the Institute;
- f) all or some of the lecturers assigned to the Institute;
- g) representatives of the other members of the teaching staff;
- h) representatives of the research students;
- i) representatives of the members of other categories participating within the Institute in the carrying out of its aims.

The High Council may, under conditions which it shall lay down, invite persons with particular qualifications who are nationals of Member States and represent various

aspects of economic, social and cultural life to take part in the activities of the Academic Council.

4. The rules provided for in Article 6 (5) (a) shall determine:

- a) the number of members of the Academic Council representing the categories of persons indicated in paragraph 3 (e), (f), (g), (h) and (i), the procedure for their appointment and the length of their term of office;
- b) the rules for majority votes in the Academic Council;
- c) the rules governing the operations of the executive committee.

5. The Academic Council shall:

- a) approve the study programmes and, after consulting the Research Council, the research programmes of the departments;
- b) after consulting the Research Council, approve the research programmes of the interdisciplinary centres;
- c) participate in the preparation of the draft annual budget and the draft triennial financial forecasts;
- d) take any implementing measures concerning research and teaching which do not fall within the terms of reference of any of the other authorities of the Institute;
- e) meeting in a session restricted to members of the teaching staff who have at least equal status with the persons concerned, nominate the heads of department, the interdisciplinary centre directors, the professors and the lecturers to be engaged as full-time members of the teaching staff of the Institute;
- f) determine the conditions for the award of the degree and certificate provided for in Article 14;
- g) examine the draft report on activities prepared by the Principal of the Institute and submitted to the High Council.

6. The Academic Council may, on its own initiative, submit proposals to the High Council concerning questions falling within the terms of reference of that Council.

Chapter III

ACADEMIC STRUCTURE

A. Academic organization

Article 10

The Institute shall be divided into departments, which shall constitute the basic research and teaching units.

Article 11

1. From the time it is set up the Institute shall consist of four departments:
-history and civilization,
-economics,
-law,
-political and social sciences.

Acting unanimously, the High Council, after consulting the Academic Council and in the light of experience, may alter this arrangement or set up new departments. The Academic Council may make recommendations to this end.

2. Within the limits of the funds allocated to it in the budget, and the programmes adopted by the Academic Council, each department shall enjoy a large measure of autonomy in carrying out its studies and research work and shall be provided with the staff necessary for its activities.
3. The Institute may, taking account of the departments set up at the Institute, include one or more interdisciplinary study and research centres. A decision on setting up, or closing, such centres, and on their aim, specific structures and general conditions of operation shall be taken by the High Council acting by a qualified majority after consulting the Academic Council and the Research Council.

Article 12

1. The main research work shall be carried out in seminars or by research teams. Work in one seminar may be combined with that of other seminars in the same department or in other departments.

The organization of the various seminars and research teams shall be the responsibility of the heads of department. Research work shall be carried out with the active collaboration of teaching staff and research students, who shall jointly lay down their methods of work and the lines along which it should proceed.

2. The research work to be carried out in the seminars or by research teams must be defined within the limits of the study and research programmes provided for in Article 9 (5) and take account of the aim of the Institute.

The subject matter of the work projects to be undertaken in each seminar and by each research team shall be notified to the Academic Council by the heads of department after they have obtained the approval of the professors and lecturers.

3. The Institute may organize periods of practical training and colloquia in which persons already having professional experience in the disciplines under which studies and research are carried out at the Institute may take part.

Article 13

1. The Institute shall have a library and a documentation service, financed by the annual operating budget.

2. The Italian Republic undertakes to carry out all the necessary measures and to conclude all the agreements required to give teaching staff and research students access to archives, libraries and museums in Florence and, if necessary, in other Italian cities.

The procedure for applying this provision shall be laid down in the headquarters agreement.

Article 14

1. The Institute shall have the power, in the disciplines under which studies and research are carried out at the Institute, to confer a doctorate of the European University Institute upon research students who have completed a minimum of two years' study at the Institute and have submitted an original piece of research of high quality approved by the Institute, which must be published in accordance with the provisions laid down pursuant to paragraph 4.

2. The Institute shall also have the power to confer a degree lower than a doctorate on research students who have completed a minimum of one year's study at the Institute and have met the specific conditions for that degree adopted pursuant to paragraph 4.

3. On leaving the Institute, Institute research students on whom neither of the degrees provided for in paragraphs 1 and 2 has been conferred shall receive from the Institute at their request a certificate attesting to the study and research they have carried out at the Institute.

4. The conditions for the award of the degrees and the issue of the certificate provided for in this Article shall be laid down by the Academic Council; these conditions shall require the approval of the High Council.

B. Teaching staff and research students

Article 15

1. The teaching staff shall consist of heads of department, interdisciplinary centre directors, professors, lecturers and other teachers.

2. Members of the teaching staff shall be chosen from among nationals of the Contracting States whose qualifications are such as to ensure that the work of the Institute is of a high standard. The Institute may also call upon the services of nationals of other States.

3. The Contracting States shall, so far as they are able, take all appropriate measures to facilitate the mobility of persons engaged as members of the teaching staff of the Institute.

Article 16

1. For the purposes of this Convention, the Institute's "research students" are students or research students with qualifications from a national university showing their suitability to undertake or continue research work, who meet the conditions laid down in Article 27 (3) and have been admitted to the Institute.

2. Admission to the Institute shall be open to nationals of the Contracting States.

Nationals of other States may be admitted subject to limits and conditions to be laid down in the rules to be adopted by the High Council after consulting the Academic Council.

3. Admission to the Institute shall be granted by the Entrance Board in accordance with the provisions of this Convention and the rules adopted by the High Council. The Board shall take account of applicants' qualifications and, as far as possible, of their place of origin.

The competent authorities of the Contracting States shall assist the Institute in administering the admission procedure.

Article 17

1. Each of the Contracting States shall, to the extent of the funds available, encourage the award of grants to those of its nationals admitted to the Institute whose circumstances so require, and shall take, where necessary, all appropriate measures for the adaptation of provisions governing the award of grants.

2. The financial rules may make provision for the creation of a special fund for the award of certain grants. This fund could, in particular, be endowed from private contributions.

3. The preceding provisions shall not prevent research students at the Institute from receiving grants awarded by the European Communities to persons carrying out research work connected with the construction of Europe.

CHAPTER IV**FINANCIAL PROVISIONS***Article 18*

1. There shall be an operating budget for each financial year.

2. All items of revenue and expenditure of the Institute shall be included in estimates to be drawn up for each financial year and shall be shown in the budget.

The revenue and expenditure shown in the budget shall be in balance.

The financial rules shall list the revenue of the Institute.

3. The financial year shall run from 1 January to 31 December.

4. Revenue and expenditure shall be expressed in euro.

Article 19

1. The financial contributions of the Contracting States to cover the expenditure provided for in the Institute's budget shall be determined on the following scale:

Belgium	5.11 %
Denmark	2.09 %
Germany	17.89 %
Greece	1.51 %
Spain	6.41 %
France	17.89 %
Ireland	0.53 %
Italy	17.89 %
Luxembourg	0.16 %
Netherlands	5.11 %
Austria	2.73 %
Portugal	0.76 %
Finland	1.23 %
Sweden	2.80 %
United Kingdom	17.89 %

2. From 1 January 1978, financing shall be on a basis to be determined, during a study to be initiated on 1 January 1977, in the light of developments in the European Communities by that date and the alternative of financing by the Community.

Article 20

1. The expenditure shown in the budget shall be authorized for one financial year, save as otherwise provided in rules to be laid down in accordance with Article 26.

2. In accordance with conditions to be laid down pursuant to Article 26, any appropriations, other than those relating to staff expenditure, which are unexpended at the end of the financial year may be carried forward to the next financial year only.

3. Appropriations shall be classified under different chapters grouping items of expenditure according to their nature or purpose and subdivided, as far as may be necessary, in accordance with the financial rules.

Article 21

1. The Principal shall implement the budget in accordance with the financial rules and within the limits of the appropriations granted. He shall report on his management to the High Council.

2. The financial rules may lay down provisions concerning the transfer of appropriations from one chapter to another or from one subdivision to another.

Article 22

If, at the beginning of a financial year, the budget has not yet been voted, a sum equivalent to not more than one twelfth of the budget appropriations for the preceding financial year may be spent each month in respect of any chapter or other subdivision of the budget in accordance with the provisions of the financial rules; this arrangement shall not, however, have the effect of placing at the disposal of the Institute appropriations in excess of one twelfth of those provided for in the draft budget in course of preparation.

Provided that the other conditions laid down in the preceding paragraph are observed, the High Council, acting by a qualified majority, may authorize expenditure in excess of one twelfth.

Contracting States shall pay every month, on a provisional basis and in accordance with the scales laid down for the preceding financial year, the amounts necessary to ensure application of this Article.

Article 23

1. The High Council shall appoint two auditors of different nationalities for a period of four years. These auditors' term of office shall not be renewable.

The purpose of the audit, which shall be based on records and, if necessary, performed on the spot, shall be to establish that all revenue has been received and all expenditure incurred in a lawful and regular manner and that the financial management has been sound.

The auditors shall submit their report to the High Council annually.

The Principal shall supply any such information and assistance as the auditors may require in the performance of their duties.

2. The financial rules shall lay down the terms on which the Principal shall be given a discharge in respect of the implementation of the budget.

Article 24

I. The Principal shall draw up draft triennial financial forecasts and, after consulting the Academic Council, shall submit them to the High Council for examination and appraisal.

2. The procedure for implementing paragraph I shall be laid down in the financial rules.

Article 25

1. The Italian Republic shall provide the Institute, free of charge, with land in Florence and the buildings which the Institute requires for its activities, and shall undertake the upkeep thereof.

The Italian Republic shall, on the same conditions, place at the disposal of the teaching staff, research students and the administrative staff of the Institute, a fully equipped restaurant and social centre on the Institute's premises.

2. The procedure for implementing paragraph 1 shall be laid down in the headquarters agreement.

Article 26

1. The High Council, acting unanimously on a proposal from the Principal of the Institute or from one of the members of the High Council, shall adopt the financial rules, specifying in particular:

- a) the procedure for establishing and implementing the annual budget and for presenting and auditing accounts;
- b) the procedure for the preparation of the triennial financial forecasts;
- c) the methods and procedure for the payment and deployment of the Member States' contributions;
- d) the rules and procedure concerning the responsibility of authorizing officers and accounting officers.

2. The financial rules provided for in paragraph 1 may provide for the setting up of a Budget and Finance Committee composed of representatives of the Contracting States which would be responsible for preparing the deliberations of the High Council on budgetary and financial matters.

CHAPTER V**MISCELLANEOUS PROVISIONS***Article 27*

1. The official languages of the Institute shall be Danish, Dutch, English, Finnish, French, German, Greek, Italian, Portuguese, Spanish and Swedish.
2. For each academic activity, two working languages shall be selected from the languages listed in paragraph 1, taking into account the linguistic knowledge and preferences of the teaching staff and research students.

The procedure for selecting these languages shall be determined by the High Council acting unanimously.

3. The teaching staff and research students must have an adequate knowledge of two of the languages listed in paragraph 1.

The Academic Council may allow exceptions to be made for specialists engaged in certain work at the Institute.

Article 28

In each of the Contracting States, the Institute shall enjoy the most extensive legal capacity accorded to legal persons under their laws; it may, in particular, acquire or dispose of movable and immovable property, conclude contracts and be a party to legal proceedings. To this end it shall be represented by the Principal.

Article 29

Any dispute between Contracting States, or between one or more Contracting States and the Institute, concerning the application or interpretation of the Convention which cannot be settled by the High Council may, on application by one of the parties to the dispute, be submitted to arbitration.

In that event, the President of the Court of Justice of the European Communities shall determine the arbitration body to be called upon to settle the dispute.

The Contracting States undertake to carry out the decisions of the arbitration body.

CHAPTER VI

TRANSITIONAL AND FINAL PROVISIONS

Article 30

1. The High Council shall meet immediately after the entry into force of this Convention.
2. The High Council shall conclude the headquarters agreement and shall set up the other authorities provided for in this Convention.
3. The first eight members of the teaching staff of the Institute shall be chosen by unanimous decision of a provisional Academic Committee composed of two representatives from each of the Contracting States, at least one of whom must be a teacher at university level.

On the appointment of the Principal, the Secretary and these eight members of the teaching staff, measures taken by the Academic Council shall constitute valid decisions.

Article 31

The first Principal and the first Secretary of the Institute shall be appointed by the High Council acting unanimously.

Article 32

1. Any Member State of the European Communities besides the Contracting States may accede to this Convention by depositing an instrument of accession with the Italian Government.
2. Accession shall take effect on the date on which the High Council, acting unanimously and in agreement with the acceding State, has determined the adaptations which will need to be made to the provisions of this Convention, in particular to Articles 6 (7) and 19 (1).

Article 33

The Government of any Contracting State, the Principal of the Institute or the Academic Council may submit to the High Council draft proposals for revision of this Convention. If the High Council, acting unanimously, approves the convening of a conference of representatives of the Contracting States, such a conference shall be convened by the Government occupying the presidency of the High Council.

Article 34

If action on the part of one of the authorities of the Institute should appear necessary to attain one of the objectives set out in this Convention and this Convention has not provided the necessary powers, the High Council shall, acting unanimously, take the appropriate measures.

Article 35

1. This Convention shall apply to the European territory of the Contracting States, to the Azores, Madeira, the Canary Islands, Ceuta and Melilla, to the French overseas departments and the French overseas territories.
2. Notwithstanding paragraph 1 the Convention shall not apply to the sovereign base areas of the United Kingdom of Great Britain and Northern Ireland in Cyprus; it shall not apply either to the Channel Islands or the Isle of Man unless the United Kingdom Government declares on accession to this Convention, or subsequently, that this Convention shall apply to one or more of such territories.
3. Notwithstanding paragraph 1, the Convention shall not apply to the Faroe Islands. The Government of the Kingdom of Denmark may, however, give notice, by declaration deposited by 31 December 1975 at the latest, with the Government of the Italian Republic, which shall transmit a certified copy to each of the Governments of the other Contracting States that this Convention shall apply to these islands.
4. Any Contracting State may, at the time of signature, acceptance, approval or ratification of this Convention, or when acceding to it, or at any later date, declare, by

notifying the Government of the Italian Republic, that this Convention shall apply to one or more of its territories outside Europe for whose international relations it is responsible and which are specified in the declaration.

Article 36

This Convention shall be submitted for acceptance, approval or ratification by the Contracting States in accordance with their respective constitutional requirements.

It shall enter into force on the first day of the month following receipt by the Italian Government of the last notification that these formalities have been completed.

Article 37

The Italian Government shall notify the Contracting States of

- a) each signature;
- b) the deposit of each instrument of acceptance, approval, ratification or accession, and any declaration provided for in Article 35 (2);
- c) the entry into force of this Convention;
- d) any amendment made to this Convention in accordance with Article 33.

Article 38

This Convention, drawn up in the Dutch, French, German and Italian languages, all four texts being authentic, shall be deposited in the archives of the Italian Government which shall transmit a certified copy to the Government of each of the other Contracting States.

The English, Danish and Irish texts of this Convention appearing in the Annex to the High Council decision specifying the amendments thereto rendered necessary by the accession of the Kingdom of Denmark, Ireland and the United Kingdom of Great Britain and Northern Ireland shall be authentic under the conditions laid down in the above mentioned original texts and the Government of the Italian Republic shall transmit a certified copy thereof to the Government of each of the other Contracting States.

The Greek text of this Convention appearing in the Annex to the High Council decision specifying the amendments thereto rendered necessary by the accession of Greece shall be authentic in the same way as the texts mentioned in the above subparagraphs, and the Government of the Italian Republic shall transmit a certified copy thereof to the Government of each of the other Contracting States.

The Spanish text of this Convention appearing in the Annex to the High Council Decision specifying the amendments thereto rendered necessary by the accession of the Kingdom of Spain shall be authentic under the conditions laid down in the above subparagraphs, and the Government of the Italian Republic shall transmit a certified copy thereof to the Government of each of the other Contracting States.

The Portuguese text of this Convention, as it appears in the Annex to High Council Decision No 4/89 of 7 December 1989 amending the Convention setting up a European University Institute following accession by the Portuguese Republic, shall be authentic in the same way as the texts mentioned in the foregoing subparagraphs, and the Government of the Italian Republic shall transmit a certified copy thereof to the Government of each of the other Contracting States.

The Finnish and Swedish texts of this Convention, as they appear in the Annex to the High Council Decision No 1/97 of 19 June 1997 amending the Convention setting up a European University Institute following accession by the Finnish Republic and the Kingdom of Sweden, shall be authentic in the same way as the texts mentioned in the foregoing subparagraphs, and the Government of the Italian Republic shall transmit a certified copy thereof to the Government of each of the other Contracting States.

The German text of this Convention, as it appears in the Annex to the High Council Decision No 1/97 of 19 June 1997, amending the Convention setting up a European University Institute following accession by the Republic of Austria, shall be authentic in the same way as the texts mentioned in the foregoing subparagraphs, and the Government of the Italian Republic shall transmit a certified copy thereof to the Government of each of the other Contracting States.

PROTOCOL ON THE PRIVILEGES AND IMMUNITIES OF THE EUROPEAN UNIVERSITY INSTITUTE

THE STATES PARTIES TO THE CONVENTION setting up a European University Institute, signed at Florence on 19 April 1972,

DESIRING to define the privileges and immunities necessary to ensure the smooth running of that Institute,

HAVE AGREED on the following provisions:

CHAPTER I

Arrangements for the Institute

Article 1

The European University Institute (hereinafter called the "Institute") shall enjoy immunity from enforcement in the exercise of its official activities, except:

- a) in respect of a civil action brought by a third party for damage arising from an accident caused by a motor vehicle belonging to, or operated on behalf of, the Institute, or in respect of a motor traffic offence involving such a vehicle;
- b) in respect of the enforcement of an arbitration award or a judicial decision under a provision of the Convention or of this Protocol;
- c) where the High Council, acting unanimously, has waived such immunity in any particular case.

Article 2

1. The premises and buildings of the Institute shall be inviolable. This provision shall not prevent the implementation of measures taken pursuant to Article 19 of this Protocol or authorized by the High Council acting unanimously.

2. The Institute shall not allow its premises and buildings to be used as a refuge by a person having just committed an offence in *flagrante delicto*, or in respect of whom a warrant for arrest has been issued, or who has been convicted or is subject to a deportation order.

3. The archives of the Institute shall be inviolable.

Article 3

Save as provided in Article I (a), (b) and (c), the property and assets of the Institute shall be immune from any form of administrative or provisional judicial constraint such as requisition, confiscation, expropriation or attachment.

Article 4

1. Without prejudice to national provisions safeguarding the artistic and cultural heritage of Contracting States, goods imported or exported by the Institute and strictly necessary for the exercise of its official activities shall be exempt from any turnover tax, customs duties and other taxes or charges, and from all prohibitions and restrictions on import or export.
2. The circulation of publications and other information material sent by or to the Institute in the course of its official activities shall not be restricted in any way.
3. For its official communications and the transmission of all its documents, the Institute shall enjoy in the territory of each Contracting State the treatment accorded by that State to international organizations. Official correspondence and other official communications of the Institute shall not be subject to censorship.

Article 5

- I. Within the scope of its official activities, the Institute, its assets, income and other property shall be exempt from all direct taxes.
2. When the Institute makes substantial purchases which are strictly necessary for the exercise of its official activities, the price of which includes indirect taxes or sales taxes, the Contracting States shall, whenever possible, take the appropriate measures to remit or refund the amount of such taxes.
3. No exemption shall be accorded in respect of taxes and dues which amount merely to charges for public utility services.

Article 6

The Institute may receive and hold any kind of funds, currency, cash or securities; subject to national provisions on exchange control, it may dispose of them freely in the exercise of its official activities and hold accounts in any currency to the extent required to meet its obligations.

CHAPTER II**Arrangements concerning representatives of the Contracting States, and the Principal, Secretary, teaching staff and other persons connected with the Institute***Article 7*

Representatives of Contracting States and their advisers taking part in the meetings of the High Council of the Institute shall, in the course of performing their duties and while they are travelling to and from places of meeting, enjoy the following privileges, immunities and facilities:

- a) immunity from personal arrest or detention and from seizure of their personal luggage, except when found in the act of committing an offence;
- b) immunity from legal proceedings, even after the termination of their mission, in respect of acts performed by them in their official capacity and within the limits of their functions, including their words spoken and written;
- c) inviolability for official papers and documents;
- d) all the customary administrative facilities, particularly with regard to travel or stay.

This Article shall also apply to the representative of the European Communities taking part in meetings of the High Council.

Article 8

The Contracting States, in close cooperation with the Institute, shall take all measures within their power to ensure that all necessary administrative facilities, particularly with regard to travel, stay and currency exchange, are granted to persons taking part in the work of the Institute, especially those referred to in Article 9 (3) of the Convention.

Article 9

I. The Principal, Secretary and, subject to Article 13, the teaching staff and other staff of the Institute shall:

- a) be immune from legal proceedings, even after they have left the service of the Institute, in respect of acts done by them in the exercise and within the limits of their functions including words written and spoken; this immunity shall not apply in the case of a motor traffic offence committed by such persons, nor in the case of damage caused by a motor vehicle belonging to or driven by such persons;
- b) together with those members of their families forming part of their households, benefit from such exemption from immigration restrictions or formalities for the registration of aliens as is customarily accorded to the staff of international organizations;
- c) in respect of currency or exchange regulations, be accorded the same privileges as are customarily accorded to the staff of international organizations;

d) have the right to import free of duty their furniture, effects and a motor car for their personal use at the time of first taking up their post in the State concerned for a period of one year or more and the right to re-export free of duty their furniture, personal effects and motor car for their personal use on termination of their duties in that State, subject in either case to the conditions and restrictions imposed by the national law of the State in which this right is exercised.

2. The Contracting States shall, in close cooperation with the Institute, take all appropriate measures to facilitate the entry, stay and departure of persons entitled to benefit from the provisions of this Article.

Article 10

The Contracting States shall, in close cooperation with the Institute, take all appropriate measures to facilitate the entry, stay and departure of research students.

Article 11

1. The scheme of social security benefits for the Principal, the Secretary, the teaching staff and other staff and research students shall be set out in the Service Rules and in other rules.

If provision is not made for such benefits, the persons referred to in the preceding subparagraphs may opt for the scheme either under the law of the State in which the Institute has its seat, or under the law of the Contracting State to which they were last subject, or under that of the Contracting State of which they are nationals.

This option may be exercised once only and shall take effect from the date of taking up employment with the Institute.

2. Members of the teaching staff and research students who are nationals of States other than the Contracting States shall be covered by appropriate provisions in the service rules or by other rules.

Article 12

1. The Principal, Secretary, teaching staff and other staff of the Institute shall be liable to a tax for the benefit of the Institute on salaries, wages and emoluments paid by the Institute, in accordance with the conditions and procedure to be laid down by the High Council within one year from the entry into force of the Convention. From the date on which this tax is applied, such salaries and emoluments shall be exempt from national income tax; but the Contracting States shall retain the right to take these salaries and emoluments into account for the purpose of assessing the amount of taxation to be applied to income from other sources.

2. The provisions of paragraph 1 shall not apply to pensions and annuities paid by the Institute to former Principals or Secretaries or to former members of the teaching staff or other members of staff.

3. In the application of income tax, wealth tax and death duties and in the application of conventions on the avoidance of double taxation concluded between Contracting States, the Principal, Secretary, teaching staff and other staff of the Institute who, solely by reason of the performance of their duties in the service of the Institute, establish their residence in the territory of a Contracting State other than their country of domicile for tax purposes at the time of entering the service of the Institute, shall be considered, both in the country of their actual residence and in the country of domicile for tax purposes, as having maintained their domicile in the latter country provided that it is a Contracting State. This provision shall also apply to a spouse to the extent that the latter is not separately engaged in a gainful occupation, and to children dependent on and in the care of the persons referred to in this Article.

Article 13

The High Council shall, acting unanimously, determine the categories of persons among the staff to whom the provisions of Articles 9 to 12 shall apply, in whole or in part.

CHAPTER III

General provisions

Article 14

1. Privileges, immunities and facilities under this Protocol shall be accorded solely in the interests of the Contracting States or of the Institute and not for the personal advantage of the beneficiaries.
2. The competent authorities have not only the right but also the duty to waive an immunity when such immunity impedes the course of justice and when it is possible to dispense with the immunity without jeopardizing the purposes for which it is accorded.
3. The competent authorities referred to in paragraph 2 shall be:
 - the Contracting States, as regards their representatives meeting in the High Council of the Institute;
 - the Institutions of the European Communities, as regards the representative of the European Communities taking part in the meetings of the High Council of the Institute;
 - the High Council of the Institute, as regards the Principal and the Secretary;
 - the Principal of the Institute as regards members of the teaching staff and other members of staff of the Institute.

Article 15

This Protocol shall in no way affect the right of each Contracting State to take all precautionary measures necessary in the interests of its security.

Article 16

No Contracting State is obliged to accord the privileges and immunities referred to in Article 7, Article 9 (c) and (d) and Article 10 to its own nationals and permanent residents.

Article 17

For the purposes of this Protocol, the official activities of the Institute include its administrative functioning and its teaching and research activities in pursuance of the purposes set out in the Convention setting up a European University Institute.

Article 18

Without prejudice to the provisions of Article 9 (1) (d), no exemption shall be accorded in respect of goods for the personal benefit of the staff of the Institute. Goods imported or acquired under this Protocol shall not be sold, given away or hired out except under the conditions laid down by the Governments of the States which have granted exemptions.

Article 19

1. The provisions of this Protocol shall be applied in a spirit of close cooperation by the Principal of the Institute and the competent authorities of the Contracting States in order to facilitate, while respecting the independence of the Institute, the proper administration of justice, the application of social legislation, police, safety or public health regulations and to prevent any abuse of the privileges, immunities and facilities provided for in this Protocol. The procedure for cooperation mentioned in this paragraph may be laid down in the supplementary agreements provided for in Article 20.
2. The name, position and address of the persons benefiting from the provisions of Articles 9 to 12 and the arrangements for them shall be communicated from time to time to the Governments of the Contracting States.

Article 20

Supplementary agreements may be concluded between the Institute and one or more Contracting States for the purpose of implementing and applying this Protocol. The High Council shall, acting unanimously, take decisions concerning the application of this Article.

Article 21

The provisions of Article 29 of the Convention shall apply to disputes concerning this Protocol.

FINAL ACT

THE PLENIPOTENTIARIES OF THE HIGH CONTRACTING PARTIES,

assembled at Florence on 19 April 1972 for the signature of the Convention setting up a European University Institute,

HAVE ADOPTED THE FOLLOWING TEXTS:

-the Convention setting up a European University Institute,

-the Protocol on the Privileges and Immunities of the European University Institute.

At the time of signature of these texts, the Plenipotentiaries have:

-adopted the declarations in Annex I, and

-taken note of the declarations by the Government of the Federal Republic of Germany set out in Annex II.

ANNEX I

I. Declarations relating to certain provisions of the Convention

Article 6

Paragraph 1

- a) The rules of procedure of the High Council will determine the conditions under which Government representatives may enlist the assistance of experts.
- b) The rules of procedure make provision for the High Council to meet whenever necessary, and to meet in places within the territory of the Contracting States besides Florence.
- c) The High Council will take the necessary measures concerning the Institute's official publications; for this purpose it may use the services of the Official Publications Office of the European Communities.

Paragraph 5 (c)

The provisions of Article 6 (5) (c) do not prevent the High Council from designating the Court of Justice of the European Communities after consultation with the President of that Court, as the body appointed to settle disputes between the Institute and its staff.

Article 10

The carrying out of research work within a particular department merely means that the department is the main instigator. This in no way excludes enlisting the services of other departments to ensure that all scientific activities have the necessary interdisciplinary character.

Article 12

- a) The seminars and research teams will be set up for as long as is necessary to study the selected topic or to complete the particular research project.
- b) With regard to methods of works, teaching at the Institute shall consist essentially in participation in research work. The length of time devoted to such research may vary, but at least two years' work and the submission of an original piece of research under the conditions laid down in Article 14 of the Convention will be required for the award of any particular degree.

Article 14

- a) The degrees provided for in Article 14 (1) may for example be:

"Doctor of laws of the European University Institute of Florence"

"Doctor of political science of the European University Institute of Florence".

- b) The problem of the comparative status of the Institute's doctorate will be studied in a wider context as soon as possible; the High Council may, if necessary, address recommendations on this point to the Governments of the Contracting States.

- c) The purpose of publishing a piece of research will be to make it available to anyone who is interested in it. The provisions to be adopted in implementation of Article 14 (3) will therefore stipulate that publication may be effected not only in a journal or book or booklet form, but also by any other suitable form, (micro-film, roneo, etc.).

Article 15**Paragraph 1**

The appointment of professors to the Institute on a permanent basis will be for a period of three years and may be renewed.

Paragraph 3

This refers mainly to the retention of rights acquired under national arrangements and, where appropriate, the acquisition of such rights, as well as to the possibility of returning to an institution in the country of origin, particularly where the stay at the Institute is for a short period.

Article 16

Paragraph 1

Taking into account the academic level and requirements as regards organization of the work, the number of research students will, initially at least, probably be between 250 and 600.

Paragraph 3

- a) The provisions relating to the admission of ordinary students and research students must stipulate the academic standard which they must already have attained and the degree of knowledge of the official languages of the Institute required of them.
- b) The words 'take account as far as possible of their place of origin' should be interpreted as meaning that academic qualifications will be the main criterion which the Board takes into account, but that it must also take care to maintain equal representation of the various nationalities of the research students.

Article 17

It is advisable that the representatives of the Contracting States in the High Council should consult each other so that the level of grants and procedures for awarding them ' should be comparable in all the States.

Article 25

- a) The cost of the initial equipping of the newly constructed or extended buildings placed at the disposal of the European University Institute by the Italian Government will be borne by that Government.
- b) Furniture and teaching equipment is the type of investment which can be written off against normal budget appropriations and is thus closely tied to the functioning of the Institute; it is usual for provision to be made for such appropriations to be made in the annual budget.

Expenditure relating to additional equipment will come under the Institute's budget and will be financed according to the usual rules for financing the Institute's expenditure.

Article 26

The financial rules will stipulate that where the Contracting States pay their contributions in their national currencies:

- the available balances of these contributions will be deposited with the exchequers of the Contracting States or with bodies designated by these States;
- while on deposit, funds will retain the value corresponding to the parity on the day of deposit in relation to the currency unit in which the Institute's budget is drawn up.

Article 29**Second paragraph**

Article 29 of the Convention does not preclude the Court of Justice of the European Communities from being designated as the arbitration body by the President of that Court.

Article 30

A Preparatory Committee composed of representatives of the Governments of the Contracting States and one representative from the Commission (without a vote) will meet after the signature of the Convention. It will carry out the necessary preparatory work, in particular the preparation of a draft headquarters agreement so that the Institute may be set up as soon as possible after the entry into force of the Convention.

II. Miscellaneous declarations**A. Financing and structure of the Institute**

- a) The Principal will receive the salary and allowances of a professor plus an administrative allowance (about 20 % of the salary) during his term of office.
- b) The salary of the Secretary should be less than that of the Principal and may be equivalent to the salary of a professor.
- c) The Institute's research findings must be published and after the second or third year of its activity there should be a special budget heading for this.

B. Accommodation for research students

The Government of the Italian Republic will provide accommodation for research students at a moderate rent.

Any measures which may be taken in this connection must not be charged to the Institute's budget.

C. Possible accession of States which are not members of the European Communities

Four years after the entry into force of the Convention, the High Council, after consulting the Academic Council, will submit a report to the Contracting States concerning the possible inclusion in the Convention of a clause allowing States other than the Member States of the European Communities to accede to the Convention.

D. Re-examination of the question of denunciation .

The question of denunciation of the Convention will be re-examined at the same time as the report provided for in C.

E. European College at Bruges

The Contracting States take note of the following declaration made at the meeting of the Council and the Conference of Ministers of Education of the Member States, on 16 November 1971:

"The academic authorities of the Institutes of Florence and Bruges should work together to organize and set out in the most appropriate manner their respective curricula for parallel or converging activities."

ANNEXII**Declarations by the Government of the Federal Republic of Germany**

The Government of the Federal Republic of Germany reserves the right to declare, when depositing its instrument of ratification of the Convention establishing a European University Institute, that this Convention shall equally apply to Land Berlin.

With regard to the definition of the expression "national", the Government of the Federal Republic of Germany refers to the declaration which it made on 25 March 1957 at the time of signature of the Treaties establishing the European Economic Community and the European Atomic Energy Community.

**KONVENCIJA
O USTANOVITVI EVROPSKEGA UNIVERZITETNEGA INŠTITUTA,**

kot je bila spremenjena s Konvencijo o spremembah iz leta 1992

**Konvencija o ustanovitvi
Evropskega univerzitetnega inštituta**

NJEGOVO VELIČANSTVO KRALJ BELGIJEV,
PREDSEDNIK ZVEZNE REPUBLIKE NEMČIJE,
PREDSEDNIK FRANCOSKE REPUBLIKE,
PREDSEDNIK ITALIJANSKE REPUBLIKE,
NJEGOVA KRALJEVA VISOKOST VELIKI VOJVODA
LUKSEMBURŠKI,
NJENO VELIČANSTVO KRALJICA NIZOZEMSKE
SO,

ODLOČENI podpirati napredek znanja na področjih, ki so posebnega pomena za razvoj Evrope, zlasti njeno kulturno, zgodovino, pravo, ekonomijo in ustanove;

V ŽELJI spodbujati sodelovanje na teh področjih in skupne raziskave;

S SKLEPOM, da uresničijo namere, izražene v zvezi s tem v izjavah, ki so jih dali voditelji držav ali vlad na zasedanju v Bonnu 18. julija 1961 in v Haagu 1. in 2. decembra 1969;

UPOŠTEVAJOČ, da je potreben nadaljnji prispevek k intelektualnemu življenju Evrope in da je v tem duhu treba ustanoviti Evropski inštitut na najvišji univerzitetni ravni;

SKLENILI ustanoviti Evropski univerzitetni inštitut in določiti razmere za njegovo delovanje, zato so v ta namen imenovali svoje pooblaščence:

NJEGOVO VELIČANSTVO KRALJ BELGIJEV:
Léona HUREZA,
ministra za izobraževanje (F);

PREDSEDNIK ZVEZNE REPUBLIKE NEMČIJE:
Rolfa LAHRA,
veleposlanika Zvezne republike Nemčije v Rimu;

PREDSEDNIK FRANCOSKE REPUBLIKE:
Jacquesa DUHAMELA,
ministra za kulturo;

PREDSEDNIK ITALIJANSKE REPUBLIKE:
Alda MORA,
ministra za zunanje zadeve,
Riccarda MISASIJA,
ministra za izobraževanje;

NJEGOVA KRALJEVA VISOKOST VELIKI VOJVODA
LUKSEMBURŠKI:
Jeana DUPONGA,
ministra za izobraževanje;

NJENO VELIČANSTVO KRALJICA NIZOZEMSKE:
Th. E. WESTERTERPA,
državnega sekretarja, ministra za zunanje zadeve;

KI SO SE po izmenjavi pooblastil v pravilni in predpisani obliki dogovorili o naslednjem:

**I. POGLAVJE
NAČELA O USTANOVITVI INŠTITUTA****1. člen**

S to konvencijo države članice Evropskih skupnosti (v nadaljevanju »države pogodbenice«) skupaj ustanavljajo Evropski univerzitetni inštitut (v nadaljevanju »inštitut«). Inštitut je pravna oseba.

Sedež inštituta je v Firencah.

2. člen

1. Cilj inštituta je z dejavnostmi na področjih visokega šolstva in raziskovanja prispevati k razvoju kulturne in znanstvene dediščine Evrope kot celote in vseh njenih sestavnih delov. Njegovo delo zajema tudi velika gibanja in ustanove, ki zaznamujejo zgodovino in razvoj Evrope. Upošteva evropsko kulturno in jezikovno mnogovrstnost ter odnose s kulturami zunaj Evrope.

Za ta cilj si prizadeva s poučevanjem in raziskovanjem na najvišji univerzitetni ravni.

Inštitut kot del splošnega programa svoje znanstvene dejavnosti razvija interdisciplinarne raziskovalne programe o poglavitnih problemih, s katerimi se srečuje sodobna evropska družba, vključno z zadevami, povezanimi z graditvijo Evrope.

2. Inštitut naj bi obenem deloval kot forum za izmenjavo in obravnavanje idej in izkušenj, povezanih z zadevami, ki spadajo na področja njegovega preučevanja in raziskovanja.

3. člen

1. Države pogodbenice sprejmejo vse potrebne ukrepe, da olajšajo uresničevanje cilja inštituta, pri tem pa spoštujejo svobodo raziskovanja in poučevanja.

2. Države pogodbenice spodbujajo širjenje vpliva inštituta v znanstvenem in univerzitetnem prostoru. V ta namen pomagajo inštitutu vzpostavljati ustrezenje vezi sodelovanja z univerzami in znanstvenimi organizacijami na svojih ozemljih ter evropskimi in mednarodnimi organi, ki se ukvarjajo z izobraževanjem, kulturo in raziskovanjem.

3. Inštitut v okviru svojih pristojnosti sodeluje z univerzami in katero koli nacionalno in mednarodno izobraževalno ali raziskovalno organizacijo, ki želi z njim sodelovati. Z državami in mednarodnimi organizacijami lahko sklepa sporazume.

4. člen

Inštitut in njegovo osebje uživata privilegije in imunitete, ki jih potrebuje za opravljanje svojih nalog, pod pogoji, določenimi v protokolu, ki je priložen konvenciji in je njen sestavni del.

Inštitut z italijansko vlado sklene sporazum o sedežu, ki ga soglasno odobri visoki svet.

II. POGLAVJE UPRAVLJANJE

5. člen

Organji inštituta so:

- a) visoki svet,
- b) predstojnik inštituta,
- c) akademski svet.

6. člen

1. Visoki svet sestavlja predstavniki vlad držav pogodbenic; vsaka vlada ima v svetu en glas in imenuje dva predstavnika.

Visoki svet se sestane vsaj enkrat letno v Firencah.

2. Funkcijo predsednika visokega sveta izmenoma preuzevajo predstavniki držav pogodbenic za eno leto.

3. Predstojnik inštituta, generalni sekretar in predstavnik Evropskih skupnosti se udeležujejo zasedanj visokega sveta, vendar ne glasujejo.

4. Visoki svet je odgovoren za splošno usmerjanje inštituta; vodi njegovo delovanje in nadzoruje njegov razvoj. Po eni strani olajšuje odnose med vladami pri zadevah, ki se nanašajo na inštitut, po drugi strani pa odnose med vladami in inštitutom.

Visoki svet sprejema sklepe, potrebne za uresničevanje nalog, ki so mu zaupane, v skladu s petim in šestim odstavkom.

5. Visoki svet soglasno:

- a) pripravi pravila, ki urejajo dejavnosti inštituta, in finančna pravila iz 26. člena;
- b) sprejema postopek za izbiro delovnih jezikov v skladu s 27. členom;
- c) pripravi pravila o delu osebja inštituta; ta pravila o delu določajo postopek za reševanje sporov med inštitutom in osebami, ki jih zadevajo;

d) odloča o odpiranju stalnih delovnih mest za profesore, ki so dodeljeni inštitutu;

g) v skladu s pogoji, ki jih določi, vabi osebe iz tretjega odstavka 9. člena k sodelovanju pri dejavnostih akademskega sveta;

h) sklene sporazum o sedežu med inštitutom in italijansko vlado ter katere koli druge akte, navedene v tretjem odstavku 3. člena;

i) imenuje prvega predstojnika in prvega sekretarja inštituta;

j) dovoli, če je to potrebno, odstopanje od tretjega odstavka 3. člena;

k) spreminja ureditev oddelkov iz 11. člena ali odpira nove oddelke;

l) odobri sklic iz 33. člena;

m) sprejema ukrepe iz 34. člena.

6. Visoki svet s kvalificirano večino sprejema druge sklepe, ki niso predvideni v petem odstavku, zlasti o:

- a) imenovanju predstojnika in sekretarja inštituta;
- b) odobritvi proračuna inštituta in razrešitvi predstojnika v zvezi z izvrševanjem proračuna;
- c) odobritvi splošne politike poučevanja na predlog akademskega sveta;
- d) oblikovanju raziskovalnega sveta, katerega sestavo in pooblastila določi po posvetovanju z akademskim svetom;
- e) ustanovitvi ali ukinitvi interdisciplinarnih centrov v inštitutu po posvetovanju z akademskim svetom in raziskovalnim svetom;
- f) sprejetju svojega poslovnika.

7. Kadar je za sklepe potrebna kvalificirana večina, se glasovi ponderirajo takole:

Belgia	5
Danska	3
Nemčija	10
Grčija	5
Španija	8
Francija	10
Irska	3
Italija	10
Luksemburg	2
Nizozemska	5
Avstrija	4
Portugalska	5
Finska	3
Švedska	4
Združeno kraljestvo	10

Sklepi so izglasovani z najmanj 62 glasovi za in odbritvijo vsaj 10 vlad.

8. Vzdržani glasovi ne preprečujejo visokemu svetu sprejetja sklepov, za katere je potrebno soglasje.

7. člen

1. Inštitut vodi predstojnik. Izvaja ali nadzoruje izvajanje aktov in sklepov na podlagi te konvencije in sprejema vse upravne odločitve, ki ne spadajo v pristojnosti nobenega drugega organa inštituta.

2. Predstojnik je odgovoren za upravljanje inštituta. Je njegov pravni zastopnik.

Pripravi osnutek letnega proračuna in osnutek triletnih finančnih napovedi ter jih po posvetovanju z akademskim svetom predloži visokemu svetu.

Imenuje vodje oddelkov, direktorje interdisciplinarnih centrov in druge člane učnega osebja, predlagane skladno s točko e petega odstavka 9. člena in drugim odstavkom 9. člena.

Zaposluje upravno osebje inštituta.

3. Predstojnika inštituta izbere visoki svet po posvetovanju z akademskim svetom. Dogovor o sodelovanju med visokim svetom in akademskim svetom pri pripravi tega sklepa soglasno sprejme visoki svet po posvetovanju z akademskim svetom.

Imenovan je za pet let. Po posvetovanju z akademskim svetom lahko visoki svet soglasno podaljša njegov mandat za največ tri leta.

Pravila iz točke a petega odstavka 6. člena določajo pogoje za prenehanje mandata na pobudo predstojnika ali inštituta.

8. člen

1. Sekretar pomaga predstojniku inštituta pri izpolnjevanju organizacijskih in upravnih obveznosti.

2. Njegov mandat in trajanje mandata določajo pravila iz točke a petega odstavka 6. člena.

3. Sekretar in predstojnik inštituta ne smeta biti državljan iste države, razen če visoki svet soglasno ne sklene drugače.

9. člen

1. Akademski svet ima splošna pooblastila glede raziskovanja in poučevanja, ne da bi pri tem posegal v pristojnosti drugih organov inštituta.

Predseduje mu predstojnik inštituta.

2. Izvršni odbor, ki mu predseduje predstojnik inštituta ob pomoči sekretarja in ga sestavljajo predstojnik, vodje oddelkov, direktorji centrov iz tretjega odstavka 11. člena in en predstavnik študentov raziskovalcev, predstojniku na njegovo zahtevo pomaga pri opravljanju nalog inštituta.

Izvršni odbor pripravlja vse za delo akademskega sveta. Predlaga člane učnega osebja, razen tistih iz točke e petega odstavka. Sestavi seznam članov odbora za vpis in odbora za diplomiranje.

Opriavlja posebne naloge, ki mu jih zaupa akademski svet.

Akademskemu svetu in visokemu svetu redno poroča o izpolnjevanju svojih nalog.

3. Člani akademskega sveta so:

- a) predstojnik inštituta;
- b) sekretar inštituta, ki sodeluje pri delu sveta, vendar ne glasuje;
- c) vodje oddelkov;
- d) direktorji interdisciplinarnih centrov;
- e) vsi ali nekateri profesorji, dodeljeni inštitutu;
- f) vsi ali nekateri predavatelji, dodeljeni inštitutu;
- g) predstavniki drugih članov učnega osebja;
- h) predstavniki študentov raziskovalcev;
- i) predstavniki vseh drugih, ki sodelujejo v inštitutu pri izvajajanju njegovih nalog.

Visoki svet lahko skladno s pogoji, ki jih določi, povabi k sodelovanju pri dejavnostih akademskega sveta osebe s posebnimi usposobljenostmi, ki so državljeni držav članic in zastopajo različne vidike gospodarskega, družbenega in kulturnega življenja.

4. Pravila iz točke a petega odstavka 6. člena določajo:

a) število članov akademskega sveta predstavnikov skupine oseb, navedenih v točkah e, f, g, h, i prejšnjega odstavka, postopek za njihovo imenovanje in trajanje njihovega mandata;

- b) pravila za večinsko glasovanje v akademskem svetu;
- c) pravila, ki urejajo delovanje izvršnega odbora.

5. Akademski svet:

a) potrjuje študijske programe in po posvetovanju z raziskovalnim svetom tudi raziskovalne programe oddelkov;

b) po posvetovanju z raziskovalnim svetom potrjuje raziskovalne programe interdisciplinarnih centrov;

c) sodeluje pri pripravi osnutka letnega proračuna in osnutkov triletnih finančnih napovedi;

d) sprejema vse izvedbene ukrepe v zvezi z raziskovanjem in poučevanjem, ki ne spadajo v pristojnosti nobenega drugega organa inštituta;

e) na zasedanju, na katerem predlaga vodje oddelkov, direktorje interdisciplinarnih centrov, profesorje in druge predavatelje, ki naj bi jih zaposlili za polni delovni čas kot člane učnega osebja inštituta, lahko sodelujejo člani učnega osebja, ki imajo vsaj enak status kot te osebe.;

f) določa pogoje za podelitev naslova in potrdila iz 14. člena;

g) pregleda osnutek poročila o dejavnostih, ki ga pripravi predstojnik inštituta in ga predloži visokemu svetu.

6. Akademski svet lahko na svojo pobudo pošlje visokemu svetu predloge v zvezi z vprašanji, ki spadajo v pristojnost tega sveta.

III. POGLAVJE AKADEMSKA STRUKTURA

A. Akademska organiziranost

10. člen

Inštitut se deli na oddelke, ki so osnovne raziskovalne in pedagoške enote.

11. člen

1. Od ustanovitve sestavljajo inštitut štirje oddelki:

- zgodovina in civilizacija,
- ekonomija,
- pravo,
- politične in družbene vede.

Visoki svet lahko po posvetovanju z akademskim svetom in glede na izkušnje soglasno spremeni to ureditev ali ustanovi nove oddelke. Akademski svet lahko daje priporočila v ta namen.

2. V okviru dodeljenih proračunskih sredstev in programov, ki jih je sprejel akademski svet, uživa vsak oddelek visoko stopnjo avtonomije pri izvajanju študija in opravljanju raziskovalnega dela in ima zagotovljeno osebje, ki ga potrebuje za svojo dejavnost.

3. Inštitut lahko ob upoštevanju svojih oddelkov vključuje enega ali več interdisciplinarnih študijskih in raziskovalnih centrov. Sklep o njihovi ustanovitvi ali ukinitvi in o njihovem cilju, posebnih strukturah in splošnih pogojih delovanja sprejme visoki svet s kvalificirano večino po posvetovanju z akademskim svetom in raziskovalnim svetom.

12. člen

1. Glavno raziskovalno delo poteka v seminarjih ali v raziskovalnih skupinah. Delo v enem seminarju se lahko združi z delom drugih seminarjev istega oddelka ali drugih oddelkov.

Za organizacijo različnih seminarjev in raziskovalnih skupin so odgovorni vodje oddelkov. Raziskovalno delo se izvaja z dejavnim sodelovanjem učnega osebja in študentov raziskovalcev, ki skupaj določijo metode dela in smernice, po katerih naj to delo poteka.

2. Raziskovalno delo, ki se opravlja v seminarjih ali raziskovalnih skupinah, mora biti določeno v okviru študijskih in raziskovalnih programov iz petega odstavka 9. člena in mora upoštevati cilje inštituta.

Vodje oddelkov o vsebini delovnih projektov, ki se bodo izvajali v posameznem seminarju in posamezni raziskovalni skupini, obvestijo akademski svet, potem ko pridobijo soglasje profesorjev in predavateljev.

3. Inštitut lahko organizira ure praktičnega usposabljanja in kolokvije, pri katerih lahko sodelujejo osebe, ki že imajo strokovne izkušnje v vedah, v okviru katerih potekata študij in raziskovanje na inštitutu.

13. člen

1. Inštitut ima knjižnico in dokumentacijsko službo, ki se financirata iz letnega proračuna.

2. Italijanska republika se zaveže, da bo izvedla vse potrebne ukrepe in sklenila vse sporazume, ki so potrebni za to, da se učnemu osebju in študentom raziskovalcem omogoči dostop do arhivov, knjižnic in muzejev v Firencah ter po potrebi v drugih italijanskih mestih.

Postopek za izvajanje te določbe se določi v sporazumu o sedežu.

14. člen

1. Inštitut ima pooblastila, da v okviru ved, na področju katerih se izvajajo študij in raziskave na inštitutu, podeli doktorat Evropskega univerzitetnega inštituta študentom raziskovalcem, ki so na inštitutu dokončali vsaj dve leti študija in so predložili izvirno raziskovalno delo visoke kakovosti, ki ga je inštitut odobril in mora biti objavljeno v skladu s pogoji iz četrtega odstavka tega člena.

2. Inštitut je pooblaščen tudi za podeljevanje naslofov do doktorske stopnje raziskovalnim študentom, ki so končali vsaj eno leto študija na inštitutu in so izpolnili posebne pogoje iz četrtega odstavka tega člena.

3. Ob prenehanju študija ali raziskovalnega dela na inštitutu raziskovalni študenti, ki jim ni bil podeljen noben naslov iz prvega in drugega odstavka tega člena, na svojo zahtevo od inštituta prejmejo potrdilo o študiju in raziskovalnem delu, opravljenem na inštitutu.

4. Pogoje za podeljevanje naslovov in izdajanje potrdil iz tega člena določi akademski svet, odobri pa jih visoki svet.

B. Učno osebje in študenti raziskovalci

15. člen

1. Učno osebje sestavljajo vodje oddelkov, direktorji interdisciplinarnih centrov, profesorji, predavatelji in drugi učitelji.

2. Člani učnega osebja iz držav pogodbenic so državljanji, katerih usposobljenosti zagotavljajo visok standard dela na inštitutu. Inštitut lahko k sodelovanju povabi tudi državljanje drugih držav.

3. Države pogodbenice po svojih najboljših zmožnostih sprejmejo vse ustrezne ukrepe za lažjo mobilnost oseb, ki so zaposlene kot člani učnega osebja inštituta.

16. člen

1. V tej konvenciji so »študenti raziskovalci« inštituta študenti ali študenti raziskovalci s kvalifikacijami nacionalnih univerz, iz katerih je razvidna njihova primernost za opravljanje ali nadaljevanje raziskovalnega dela, ki izpolnjujejo pogoje iz tretjega odstavka 27. člena in so bili sprejeti na inštitut.

2. Na inštitut so lahko sprejeti državljeni držav pogodbenici.

Državljeni drugih držav so lahko sprejeti v skladu z omejitvami in pogoji, določenimi v pravilih, ki jih sprejme visoki svet po posvetovanju z akademskim svetom.

3. Sprejem na inštitut odobri odbor za vpis v skladu z določbami te konvencije in pravili, ki jih sprejme visoki svet. Odbor upošteva kvalifikacije prosilcev in po možnosti državo, iz katere prihajajo.

Pristojni organi držav pogodbenic pomagajo inštitutu pri izvajanju postopka za sprejem.

17. člen

1. Vsaka država pogodbenica v obsegu razpoložljivih sredstev spodbuja podeljevanje štipendij tistim svojim državljanom, ki so sprejeti na inštitut in so do njih upravičeni, in za to po potrebi sprejme vse ustrezne ukrepe za prilaganje predpisov o podeljevanju štipendij.

2. Finančna pravila lahko predvidijo oblikovanje posebnega skладa za podeljevanje štipendij. Ta sklad bi se lahko financiral zlasti z zasebnimi prispevkami.

3. Določbe tega člena ne preprečujejo, da bi študenti raziskovalci na inštitutu prejemali tudi štipendije Evropske skupnosti za raziskovalno delo, povezano z graditvijo Evrope.

IV. POGLAVJE FINANČNE DOLOČBE

18. člen

1. Za vsako proračunsko leto se pripravi proračun.

2. Vse postavke prihodkov in odhodkov inštituta se upoštevajo v predlogu načrta za vsako proračunsko leto in se prikažejo v proračunu.

Prihodki in odhodki, prikazani v proračunu, so uravnoteženi.

Prihodki inštituta so navedeni v finančnih pravilih.

3. Proračunsko leto traja od 1. januarja do 31. decembra.

4. Prihodki in odhodki so izraženi v evrih.

19. člen

1. Finančni prispevki držav pogodbenic za kritje odhodkov, predvidenih v proračunu inštituta, se določijo po razdelitvenem ključu:

Belgia	5,11%
Danska	2,09%
Nemčija	17,89%
Grčija	1,51%
Španija	6,41%
Francija	17,89%
Irska	0,53%
Italija	17,89%
Luksemburg	0,16%
Nizozemska	5,11%
Avstrija	2,73%
Portugalska	0,76%
Finska	1,23%
Švedska	2,80%
Združeno kraljestvo	17,89%

2. Glede na razvoj dogodkov v Evropskih skupnostih in finančne možnosti Skupnosti financiranje od 1. januarja 1978 poteka na podlagi, določeni s študijo, ki se začne 1. januarja 1977.

20. člen

1. V proračunu prikazani odhodki se odobrijo za eno proračunsko leto, razen če pravila iz 26. člena ne predpisujejo drugače.

2. V skladu s pogoji iz 26. člena se vsa odobrena proračunska sredstva, razen odhodkov za zaposlene, ki niso bila porabljena do konca proračunskega leta, lahko prenesejo samo v naslednje proračunsko leto.

3. Odobrena proračunska sredstva se razvrstijo po področjih, ki združujejo postavke odhodkov glede na njihovo vrsto ali namen in se po potrebi dodatno delijo v skladu s finančnimi pravili.

21. člen

1. Predstojnik izvršuje proračun v skladu s finančnimi pravili in v mejah odobrenih proračunskeih sredstev. O svojem upravljanju poroča visokemu svetu.

2. Finančna pravila lahko predpisujejo določbe o prerazporejanju odobrenih proračunskeih sredstev med poglavji ali njihovimi deli.

22. člen

Če na začetku proračunskega leta proračun še ni izglasovan, se lahko za katero koli poglavje proračuna ali njegov del vsak mesec porabi znesek, ki ustreza največ eni dvanajstini odobrenih proračunskeih sredstev v prejšnjem proračunskem letu, v skladu z določbami finančnih pravil; ta rešitev pa inštitutu ne daje na razpolago proračunskeih sredstev nad eno dvanajstino, predvidenih v osnutku proračuna v pripravi.

Če so upoštevani drugi pogoji iz prejšnjega odstavka, lahko visoki svet s kvalificirano večino odobri odhodke, ki so višji od ene dvanajstine.

Države pogodbenice vsak mesec na začasni podlagi in v skladu z razdelitvenim ključem za preteklo proračunsko leto vplačajo zneske, potrebne za izvajanje tega člena.

23. člen

1. Visoki svet imenuje dva revizorja, ki imata različno državljanstvo, za štiri leta. Revizorja ne moreta biti ponovno imenovana.

Namen revizije, ki se opravi na podlagi dokumentacije in po potrebi na kraju samem, je ugotoviti, ali so bili vsi prihodki in odhodki zakonito in pravilno porabljeni ter ali je finančno poslovanje smotorno.

Revizorja vsako leto predložita svoje poročilo visokemu svetu.

Predstojnik priskrbi vse informacije in pomoč, ki jih revizorja potrebuje pri opravljanju svojih dolžnosti.

2. Finančna pravila določajo pogoje za razrešitev predstojnika v zvezi z izvrševanjem proračuna.

24. člen

1. Predstojnik sestavlja osnutke triletnih finančnih napovedi in jih po posvetovanju z akademskim svetom predloži visokemu svetu v pregled in oceno.

2. Postopek za izvajanje prejšnjega odstavka se določi v finančnih pravilih.

25. člen

1. Italijanska republika inštitutu brezplačno zagotovi zemljišče v Firencah in stavbe, ki jih inštitut potrebuje za svojo dejavnost, ter prevzame njihovo vzdrževanje.

Italijanska republika učnemu osebju, študentom raziskovalcem in upravnemu osebju inštituta pod istimi pogoji zagotovi popolnoma opremljeno restavracijo in družabno središče v inštitutu.

2. Postopek za izvajanje prejšnjega odstavka se določi v sporazumu o sedežu.

26. člen

1. Visoki svet na predlog predstojnika inštituta ali enega od svojih članov soglasno sprejme finančna pravila, ki določajo zlasti:

- a) postopek za oblikovanje in izvrševanje letnega proračuna ter za predložitev in revizijo poročil;
- b) postopek za pripravo triletnih finančnih napovedi;
- c) metode in postopek za plačevanje in uporabo prispevkov držav članic;
- d) pravila in postopek v zvezi z odgovornostjo odredbo-dajalcev in računovodij.

2. Finančna pravila iz prejšnjega odstavka lahko predvidijo ustanovitev odbora za proračun in finance, ki bi ga sestavljeni predstavniki držav pogodbenic in bi bil odgovoren za pripravljanje posvetovanj visokega sveta o proračunskih in finančnih zadevah.

V. POGLAVJE DRUGE DOLOČBE

27. člen

1. Uradni jeziki inštituta so angleški, danski, finski, francoski, grški, italijanski, nemški, nizozemski, portugalski, španski in švedski.

2. Glede na jezikovno znanje in prednostne naloge učnega osebja in študentov raziskovalcev se za vsako akademsko dejavnost izmed jezikov iz prejšnjega odstavka izbereta dva delovna jezika.

Postopek za izbiranje teh jezikov soglasno določi visoki svet.

3. Učno osebje in študenti raziskovalci morajo imeti primerno znanje dveh jezikov iz prvega odstavka.

Akademski svet lahko dovoli izjeme za strokovnjake, ki opravljajo posebno delo v inštitutu.

28. člen

Inštitut ima v vsaki državi pogodbenici najširšo pravno in poslovno sposobnost, ki jo pravnim osebam priznava država pogodbenica po svojem pravu; zlasti lahko pridobiva premičnine in nepremičnine ali z njimi razpolaga, sklepa pogodbe in je lahko stranka v pravnih postopkih. Pri tem ga zastopa predstojnik.

29. člen

Vse spore med državami pogodbenicami ali med eno ali več državami pogodbenicami in inštitutom v zvezi z uporabo ali razlagu te konvencije, ki jih ne more rešiti visoki svet, se lahko na predlog katere koli stranke v sporu predloži arbitraži.

V tem primeru predsednik Sodišča Evropskih skupnosti določi arbitražni organ, ki je pozvan k rešitvi spora.

Države pogodbenice se zavežejo, da bodo izvršile odločitve arbitražnega organa.

VI. POGLAVJE PREHODNE IN KONČNE DOLOČBE

30. člen

1. Visoki svet se sestane takoj po začetku veljavnosti te konvencije.

2. Visoki svet sklene sporazum o sedežu in ustanovi druge organe, predvidene s to konvencijo.

3. Prvih osem članov učnega osebja inštituta soglasno izbere začasni akademski odbor, ki ga sestavlja po dva predstavnika iz vsake države pogodbenice, od katerih mora biti vsaj eden na ravni univerzitetnega učitelja.

Akademski svet lahko veljavno odloča, ko so imenovani predstojnik, sekretar in osem članov učnega osebja.

31. člen

Prvega predstojnika in prvega sekretarja inštituta soglasno imenuje visoki svet.

32. člen

1. Poleg držav pogodbenic lahko k tej konvenciji pristopi katera koli država članica Evropskih skupnosti z deponiranjem listine o pristopu pri italijanski vladi.

2. Pristop začne veljati z dnem, ko visoki svet soglasno in v soglasju z državo pristopnico določi spremembe določb te konvencije, zlasti v sedmem odstavku 6. člena in prvem odstavku 19. člena.

33. člen

Vlada katere koli države pogodbenice, predstojnik inštituta ali akademski svet lahko visokemu svetu predloži osnutke predlogov za spremembe te konvencije. Če visoki svet soglasno odobri sklic konference predstavnikov držav pogodbenic, konferenco skliče vlada, ki predseduje visokemu svetu.

34. člen

Če se izkaže, da je za uresničevanje ciljev iz te konvencije potrebno ukrepanje enega od organov inštituta, konvencija pa zarj ni predvidela potrebnih pooblastil, ustrezne ukrepe soglasno sprejme visoki svet.

35. člen

1. Ta konvencija velja za evropsko ozemlje držav pogodbenic, Azore, Madeiro, Kanarske otroke, Ceuto in Melillo, francoske čezmorske departmaje in francoska čezmorska ozemlja.

2. Ne glede na prejšnji odstavek konvencija ne velja za neodvisno oporišča Združenega kraljestva Velika Britanija in Severna Irska na Cipru; prav tako ne velja za Kanarske otroke ali otok Man, razen če vlada Združenega kraljestva ob pristopu k tej konvenciji ali pozneje ne razglasí, da konvencija velja za eno ali več teh ozemelj.

3. Ne glede na prvi odstavek konvencija ne velja za Ferske otroke. Vlada Kraljevine Danske pa lahko z izjavo, depo-nirano najpozneje do 31. decembra 1975 pri Vladi Italijanske republike, ki pošlje overjeni izvod vsem drugim vladam držav pogodbenic, sporoči, da konvencija velja za te otroke.

4. Država pogodbenica lahko ob podpisu, sprejetju, odobritvi ali ratifikaciji te konvencije oziroma ob pristopu k njej ali kadar koli pozneje z uradnim obvestilom Vladi Italijanske republike sporoči, da ta konvencija velja za eno ali več njenih ozemelj zunaj Evrope, za mednarodne odnose katerih je odgovorna in so navedeni v izjavi.

36. člen

Konvencija se predloži v sprejetje, odobritev ali ratifikacijo državam pogodbenicam v skladu z njihovimi notranjepravnimi postopki.

Veljati začne prvi dan naslednjega meseca po zadnjem uradnem obvestilu italijanski vladi, da so notranjepravni postopki izpolnjeni.

37. člen

Italijanska vlada uradno obvesti države pogodbenice o:

- a) vsakem podpisu;
- b) deponiraju vsake listine o sprejetju, odobritvi, ratifikaciji ali pristopu ter vsaki izjavi iz drugega odstavka 35. člena;
- c) začetku veljavnosti te konvencije;
- d) vsaki spremembi te konvencije po 33. členu.

38. člen

Konvencija, sestavljena v francoskem, italijanskem, nemškem in nizozemskem jeziku, pri čemer so vsa štiri besedila enako verodostojna, se deponira v arhivu italijanske vlade, ki pošlje overjeni izvod vladam vseh drugih držav pogodbenic.

Angleško, dansko in irsko besedilo konvencije iz priloge k sklepu visokega sveta, ki določa spremembe konvencije, potrebne zaradi pristopa Kraljevine Danske, Irske in Združenega kraljestva Velika Britanija in Severna Irska, je verodostojno pod pogoji, določenimi v navedenih izvirnikih, Vlada Italijanske republike pa pošlje overjeno besedilo vladam vseh drugih držav pogodbenic.

Grško besedilo te konvencije iz priloge k sklepu visokega sveta o spremembah konvencije, potrebnih zaradi pristopa Grčije, je enako verodostojno kot besedila iz prejšnjih odstavkov, Vlada Italijanske republike pa pošlje overjeno besedilo vladam vseh drugih držav pogodbenic.

Špansko besedilo te konvencije iz priloge k sklepu visokega sveta o spremembah konvencije, potrebnih zaradi pristopa Kraljevine Španije, je verodostojno pod pogoji, določenimi iz prejšnjih odstavkov, Vlada Italijanske republike pa pošlje overjeno besedilo vladam vseh drugih držav pogodbenic.

Portugalsko besedilo te konvencije iz priloge k sklepu visokega sveta št. 4/89 z dne 7. decembra 1989 o spremembah Konvencije o ustanovitvi Evropskega univerzitetnega inštituta po pristopu portugalske republike, je enako verodostojno kot besedila iz prejšnjih odstavkov, Vlada Italijanske republike pa pošlje overjeno besedilo vladam vseh drugih držav pogodbenic.

Finsko in švedsko besedilo te konvencije iz priloge k sklepu visokega sveta št. 1/97 z dne 19. junija 1997 o spremembah konvencije o ustanovitvi Evropskega univerzitetnega inštituta po pristopu Republike Finske in Kraljevine Švedske, je enako verodostojno kot besedila iz prejšnjih odstavkov, Vlada Italijanske republike pa pošlje overjeno besedilo vladam vseh drugih držav pogodbenic.

Nemško besedilo te konvencije iz priloge k sklepu visokega sveta št. 1/97 z dne 19. junija 1997 o spremembah konvencije o ustanovitvi Evropskega univerzitetnega inštituta po pristopu Republike Avstrije, je enako verodostojno kot besedila iz prejšnjih odstavkov, Vlada Italijanske republike pa pošlje overjeno besedilo vladam vseh drugih držav pogodbenic.

PROTOKOL

O PRIVILEGIJAH IN IMUNITETAH EVROPSKEGA UNIVERZITETNEGA INŠTITUTA

DRŽAVE POGODBENICE KONVENCIJE o ustanovitvi Evropskega univerzitetnega inštituta, podpisane v Firencah 19. aprila 1972, so se

V ŽELJI, da bi opredelile privilegije in imunitete, potrebne za nemoteno delo inštituta,

DOGOVORILE:

I. POGLAVJE

Dogovori v zvezi z inštitutom

1. člen

Evropski univerzitetni inštitut (v nadaljevanju: inštitut) pri opravljanju svoje uradne dejavnosti uživa imuniteto pred izvršno oblastjo, razen:

a) v zvezi s civilno tožbo, ki jo vloži tretja stran ob škodi zaradi nesreče, ki jo je povzročilo motorno vozilo, ki je last inštituta ali ga v njegovem imenu kdor koli upravlja, ali v zvezi s prometnim prekrškom, pri katerem je tako vozilo udeleženo;

b) v zvezi z izvršbo arbitražne razsodbe ali sodne odločbe po določbah konvencije ali tega protokola;

c) če visoki svet v posamičnih primerih soglasno odvzame imuniteto.

2. člen

1. Prostori in stavbe inštituta so nedotakljivi. Ta določba ne preprečuje izvajanja ukrepov, ki so sprejeti po 19. členu tega protokola ali jih visoki svet soglasno odobri.

2. Inštitut ne sme dovoliti, da njegove prostore in zgradbe uporabi za zatočišče oseba, ki je bila zalotena pri dejanju samem ali za katero je bil izdan nalog za prijetje ali je bila obsojena ali je ranjeno odrejen izgon.

3. Arhiv inštituta je nedotakljiv.

3. člen

Razen točk a, b in c 1. člena sta lastnina in premoženje inštituta izvzeta iz vseh oblik upravnih ali začasnih sodnih omejitvev, kot je odvzem, zaplemba, razlastitev ali zaseg.

4. člen

1. Ne glede na notranjepravne določbe o varstvu umetniške in kulturne dediščine držav pogodbenic so predmeti, ki jih inštitut uvozi ali izvozi in jih nujno potrebuje za opravljanje svoje uradne dejavnosti, oproščeni vseh prometnih davkov, carin in drugih davkov ali dajatev ter izvzeti iz vseh prepovedi in omejitve uvoza in izvoza.

2. Kroženje publikacij in drugega informativnega gradiva, ki ga inštitut pošilja ali prejema pri svoji uradni dejavnosti, se ne omejuje.

3. Država pogodbenica na svojem ozemlju obravnava inštitut pri njegovih uradnih sporočilih in prenosu vseh njegovih dokumentov tako, kot obravnava mednarodne organizacije. Uradno dopisovanje in uradna sporočila inštituta se ne cenzurirajo.

5. člen

1. V okviru uradnih dejavnosti so inštitut, njegovo premoženje, dohodki in druga lastnina oproščeni vseh neposrednih davkov.

2. Pri večjih nakupih inštituta, ki so nujno potrebni za opravljanje njegove uradne dejavnosti in pri katerih cene vključujejo posredne ali prometne davke, države pogodbenice po možnosti sprejmejo ustreerne ukrepe za oprostitev ali vračilo zneskov teh davkov.

3. Oprostitev ne velja za dajatve in takse, ki znašajo le toliko kot pristojbine za zagotavljanje javnih dobrin.

6. člen

Inštitut lahko prejema in ima vse vrste finančnih sredstev, valut, gotovine ali vrednostnih papirjev; ob upoštevanju notranjepravnih določb o devizni kontroli lahko pri opravljanju svoje uradne dejavnosti z njimi svobodno razpolaga in ima račune v kateri koli valuti v obsegu, v katerem je to potrebno za izpolnjevanje njegovih obveznosti.

II. POGLAVJE

Dogovori v zvezi s predstavniki držav pogodbenic ter predstojnikom, tajnikom, učnega osebja in drugih oseb, povezanih z inštitutom

7. člen

Predstavniki držav pogodbenic in njihovi svetovalci, ki sodelujejo na zasedanjih visokega sveta inštituta, pri opravljanju svojih nalog in med potovanjem na zasedanje uživajo privilegije, imunitete in ugodnosti:

a) imuniteto pred prijetjem ali pridržanjem in zasegom njihove osebne prtljage, razen če jih ne zalotijo pri storitvi kaznivega dejanja;

b) imuniteto pred sodnimi postopki, ki velja tudi po koncu njihove naloge, v zvezi z dejanji, ki jih storijo po uradni dolžnosti in v mejah svoje funkcije, vključno z izgovorjenimi ali napisanimi besedami;

c) nedotakljivost uradnih listin in dokumentov;

d) vso običajno upravno pomoč, zlasti v zvezi s potovanji in bivanjem.

Ta člen velja tudi za predstavnike Evropskih skupnosti, ki sodelujejo na zasedanjih visokega sveta.

8. člen

Države pogodbenice v tesnem sodelovanju z inštitutom sprejmejo vse ukrepe v svoji pristojnosti, s katerimi zagotovijo osebam, ki sodelujejo pri delu inštituta, zlasti tistim iz tretjega odstavka 9. člena konvencije, vso potrebno upravno pomoč, zlasti v zvezi s potovanji, bivanjem in menjavo valut.

9. člen

1. Predstojnik, tajnik in učno osebje ter drugi delavci inštituta po 13. členu:

a) so izvzeti iz sodnih postopkov, tudi potem, ko niso več zaposleni na inštitutu, za dejanja, ki so jih storili pri opravljanju in v mejah svoje funkcije, vključno z izgovorjenimi ali napisanimi besedami; to izvzetje ne velja za prometne prekrške, ki jih zagrešijo, niti za škodo, ki jo je povzročilo motorno vozilo, ki je last te osebe ali jo je ta oseba vozila;

b) so skupaj z družinskimi člani, s katerimi živijo v skupnem gospodinjstvu, oproščeni omejitve ali formalnosti glede prijave tujcev, kot je običajno za osebje mednarodnih organizacij;

c) so v zvezi z valutnimi ali deviznimi predpisi deležni enakih ugodnosti kot osebje mednarodnih organizacij;

d) uživajo pravico do prostega uvoza svojega pohištva, premoženja in motornega vozila za lastno uporabo ob zasedbi položaja v državi za eno leto ali več in pravico do prostega ponovnega izvoza svojega pohištva, premoženja in motornega vozila za lastno uporabo ob prenehanju svojih dolžnosti v tisti državi, v obeh primerih ob upoštevanju pogojev in omejitve, ki jih določa notranjepravna zakonodaja države, v kateri se uveljavlja ta pravica.

2. Države pogodbenice v tesnem sodelovanju z inštitutom sprejmejo vse ustrezne ukrepe za olajšanje vstopa, bivanja in odhoda oseb, upravičenih do ugodnosti iz tega člena.

10. člen

Države pogodbenice v tesnem sodelovanju z inštitutom sprejmejo vse ustrezne ukrepe za olajšanje vstopa, bivanja in odhoda študentov raziskovalcev.

11. člen

1. Sistem socialnega zavarovanja za predstojnika, sekretarja, učno osebje in druge delavce ter študente raziskovalce se določi v pravilniku o zaposlitvi in drugih pravilnikih.

Če tako zavarovanje ni predvideno, se osebe iz prejšnjega odstavka lahko odločijo za zavarovanje skladno z zakonodajo države, v kateri je sedež inštituta, ali zakonodajo države pogodbenice, ki je nazadnje veljala zanje, ali zakonodajo države, katere državljeni so.

Ta pravica do izbire se lahko uveljavlja le enkrat in začne veljati z dnem nastopa zaposlitve v inštitutu.

2. Za člane učnega osebja in študente raziskovalce, ki so državljeni držav, ki niso pogodbenice, veljajo ustrezne določbe v pravilniku o zaposlitvi ali drugi pravilniki.

12. člen

1. Predstojnik, tajnik, učno osebje in drugi delavci inštituta morajo plačevati davek v korist inštituta na plače in druge prejemke, ki jim jih izplačuje inštitut, v skladu s pogoji in postopkom, ki jih določi visoki svet v enem letu po začetku veljavnosti konvencije. Od datuma uvedbe tega davka so plače in prejemki oproščeni nacionalnega davka na dohodek, vendar pa države pogodbenice ohranijo pravico, da jih upoštevajo pri določitvi zneska obdavčitve, ki se uporablja za dohodek iz drugih virov.

2. Določbe prvega odstavka ne veljajo za pokojnine in druge prejemke, ki jih inštitut plačuje nekdanjim predstojnikom ali tajnikom ali nekdanjim članom učnega osebja ali drugim delavcem.

3. Pri obračunu dohodnine, davka na premoženje in davka od dedičine ter pri uporabi konvencij o izogibanju dvojnemu obdavčevanju, sklenjenih med državami pogodbenicami, se za predstojnika, tajnika, učno osebje in druge delavce inštituta, ki so zgoraj zaradi opravljanja svojih nalog zaposleni na inštitutu in prebivajo na ozemlju države pogodbenice, ki ni država, v kateri so zavezani plačevati davke, ob zaposlitvi na inštitutu v državi njihovega dejanskega prebivališča in v državi, v kateri so zavezani plačevati davke, šteje, da so zavezanci v slednji državi, če je ta država pogodbenica. Ta določba velja tudi za zakonca, če ne opravlja pridobitne dejavnosti, in za otroke, ki jih osebe iz tega člena vzdržujejo ali skrbijo zanje.

13. člen

Visoki svet soglasno določi skupine oseb med zaposlenimi, za katere se v celoti ali delno uporabljajo določbe iz 9. do 12. člena.

III. POGLAVJE
Splošne določbe

14. člen

1. Privilegiji, imunitete in ugodnosti iz tega protokola se priznajo samo v interesu držav pogodbenic ali inštituta in ne za osebno korist upravičencev.

2. Pristojni organi imajo ne samo pravico, ampak tudi dolžnost, da odvzamejo imuniteto, če ovira pravni postopek in če jo je mogoče odpraviti, ne da bi to ogrozilo namen, za katerega je bila podeljena.

3. Pristojni organi iz prejšnjega odstavka so:

- države pogodbenice za njihove predstavnike na zasedanjih visokega sveta inštituta;

- institucije Evropskih skupnosti za predstavnika Evropskih skupnosti, ki sodeluje na zasedanjih visokega sveta inštituta;

- visoki svet inštituta za predstojnika in tajnika;

- predstojnik inštituta za člane učnega osebja in druge delavce inštituta.

15. člen

Ta protokol ne vpliva na pravico države pogodbenice, da sprejme vse previdnostne ukrepe, potrebne za njeno varnost.

16. člen

Nobena država pogodbenica ni dolžna svojim državljanom in osebam s stalnim prebivališčem priznati privilegijev in imunitet iz 7. člena, točke c in d 9. člena ter 10. člena.

17. člen

V tem protokolu uradna dejavnost inštituta vključuje njegovo upravno poslovanje ter pedagoško in raziskovalno dejavnost v skladu s cilji Konvencije o ustanovitvi Evropskega univerzitetnega inštituta.

18. člen

Ne glede na točko d prvega odstavka 9. člena se ne priznajo nobene oprostitve za predmete za osebno rabo sodelavcev inštituta. Predmetov, uvoženih ali pridobljenih po tem protokolu, ni dovoljeno prodati, pokloniti ali oddati, razen pod pogoji, ki jih določijo vlade držav pogodbenic, ki so priznale te oprostitve.

19. člen

1. Določbe tega protokola se uporabljajo v duhu tesnega sodelovanja med predstojnikom inštituta in pristojnimi organi držav pogodbenic, da se ob upoštevanju neodvisnosti inštituta olajšajo pravično sojenje, izvajanje socialne zakonodaje, predpisi v zvezi s policijo, varnostjo ali javnim zdravjem ter da se prepreči vsakršna zloraba privilegijev, imunitet in olajšav, zagotovljenih v tem protokolu. Sodelovanje iz tega odstavka se lahko določi v dodatnih sporazumih iz 20. člena.

2. Ime in priimek, položaj ter naslov oseb, ki uživajo ugodnosti iz 9. do 12. člena, ter dogovori v zvezi z njimi se občasno sporočijo vladam držav pogodbenic.

20. člen

Zaradi izvajanja tega protokola se lahko sklenejo dodatni sporazumi med inštitutom in eno ali več državami pogodbenicami. Pri izvajanju tega člena visoki svet sprejema sklepe soglasno.

21. člen

Za reševanje sporov v zvezi s tem protokolom velja 29. člen konvencije.

SKLEPNA LISTINA**POOBLAŠENCI VISOKIH POGODBENIC,**

zbrani v Firencah 19. aprila 1972 zaradi podpisa Konvencije o ustanovitvi Evropskega univerzitetnega inštituta,
SO SPREJELI BESEDILI:

– Konvencije o ustanovitvi Evropskega univerzitetnega inštituta,

– Protokola o privilegijih in imunitetah Evropskega univerzitetnega inštituta.

Ob podpisu teh besedil so pooblaščenci:

- sprejeli izjave iz I. priloge in
- se seznanili z izjavami Vlade Zvezne republike Nemčije iz II. priloge.

I. PRILOGA**I. Izjave o nekaterih določbah konvencije**

6. člen

Prvi odstavek

a) Poslovnik visokega sveta bo določal pogoje, pod katerimi lahko predstavniki vlad najamejo pomoč strokovnjakov.

b) Poslovnik predvidi, da se visoki svet sestaja po potrebi in tudi v drugih krajih na ozemlju držav pogodbenic poleg Firenc.

c) Visoki svet sprejme potrebne ukrepe v zvezi z uradnimi objavami inštituta; v ta namen lahko uporablja storitve Urada za uradne publikacije Evropskih skupnosti.

Točka c petega odstavka

Točka c petega odstavka 6. člena visokemu svetu ne preprečuje, da ne bi Sodišča Evropskih skupnosti po posvetovanju s predsednikom tega sodišča določil za telo, ki rešuje spore med inštitutom in njegovimi delavci.

10. člen

Izvajanje raziskav v posameznem oddelku pomeni samo to, da je ta oddelek glavni nosilec. To ne izključuje uporabe storitev drugih oddelkov, da se zagotovi potrebna interdisciplinarnost znanstvenih dejavnosti.

12. člen

a) Seminarske in raziskovalne skupine bodo ustanovljene za toliko časa, kot je potrebno za študij izbranih tem ali dokončanje posameznih raziskovalnih projektov.

b) Metodološko gledano poučevanje na inštitutu poteka predvsem kot sodelovanje pri raziskovalnem delu. Čas, namenjen temu raziskovanju, je lahko različno dolg, vendar se za podelitev naslova zahtevajo vsaj dve leti dela in predložitev izvirnega raziskovalnega dela iz 14. člena konvencije.

14. člen

a) Naslova iz prvega odstavka 14. člena sta lahko na primer:

»doktor pravnih znanosti Evropskega univerzitetnega inštituta v Firencah«,

»doktor političnih znanosti Evropskega univerzitetnega inštituta v Firencah«.

b) Problem primerljivega statusa doktorata inštituta se bo v širšem okviru preučil čim prej; visoki svet lahko vladam držav pogodbenic po potrebi pošlje priporočila.

c) Raziskovalno delo se objavi zato, da postane dostopno vsakomur, ki se zanj zanima. Določbe, ki jih je treba sprejeti za izvajanje tretjega odstavka 14. člena, bodo zato določale, da je objava mogoča ne le v reviji ali knjigi ali kot knjižica, ampak tudi v kakršni koli drugi obliki (mikrofilm, šapirograf itd.).

15. člen

Prvi odstavek

Profesorji inštituta, ki so zaposleni za nedoločen čas, so imenovani za tri leta; imenovanje je mogoče ponoviti.

Tretji odstavek

To velja predvsem za ohranitev pravic, pridobljenih po notranjepravnih ureditvah, in če je primerno, za pridobitev teh pravic ter tudi za možnost vrnitve v ustanovo v matični državi, zlasti če gre za kratko bivanje na inštitutu.

16. člen

Prvi odstavek

Ob upoštevanju akademske ravni in zahtev v zvezi z organizacijo dela, bo študentov raziskovalcev vsaj na začetku od 250 do 600.

Tretji odstavek

a) Določbe o sprejemu rednih študentov in študentov raziskovalcev morajo opredeljevati akademski standard, ki ga morajo predhodno doseči, ter znanje uradnih jezikov inštituta, ki se od njih zahteva.

b) Besede »upoštevajo po možnosti državo, iz katere prihajajo« se razlagajo tako, da bodo akademske kvalifikacije glavni kriterij, ki ga odbor upošteva, da pa mora paziti tudi na to, da bo ohranjal enakomerno zastopanost različnih državljanstev študentov raziskovalcev.

17. člen

Priporočljivo je, da bi se predstavniki držav pogodbenic in visokega sveta posvetovali, tako da bi bili višina štipendij in postopki za njihovo podeljevanje primerljivi v vseh državah.

25. člen

a) Italijanska vlada bo krila stroške začetne opreme na novo zgrajenih ali dograjenih stavb, ki jih Evropskemu univerzitetnemu inštitutu daje na razpolago.

b) Pohištvo in učna oprema so naložbe, ki jih je mogoče odpisati od običajnih odobrenih proračunskih sredstev, in so tako tesno povezane z delovanjem inštituta; navadno se ta sredstva predvidijo v letnem proračunu.

Izdatki za dodatno opremo bodo vključeni v proračun inštituta in se bodo finančirali skladno s pravili za financiranje izdatkov inštituta.

26. člen

Finančna pravila bodo določala, da bodo v primerih, ko države pogodbenice plačajo svoje prispevke v svojih valutah:

– razpoložljivi saldi teh prispevkov, deponirani v državnih blagajnah držav pogodbenic ali pri organih, ki jih te države določijo;

– sredstva med deponiranjem ohranila vrednost, ki ustreza tečaju na dan deponiranja v razmerju do valute, v kateri je proračun inštituta.

29. člen**Drugi odstavek**

29. člen konvencije ne izključuje možnosti, da bi predsednik Sodišča Evropskih skupnosti določil to sodišče za arbitražni organ.

30. člen

Pripravljalni odbor, ki ga sestavljajo predstavniki vlad držav pogodbenic in en predstavnik Komisije (brez glasovalne pravice), se bo sestal po podpisu konvencije. Opravil bo potrebne priprave, in sicer bo predvsem pripravil osnutek sporazuma o sedežu, tako da bo mogoče inštitut ustanoviti čim prej po začetku veljavnosti konvencije.

II. Razne izjave**A. Financiranje in struktura inštituta**

a) Med mandatom bo imel predstojnik plačo in nadomestila v višini plače in nadomestil profesorja ter administrativni dodatek (približno 20% plače).

3. člen

Za izvajanje konvencije skrbi Ministrstvo za zunanje zadeve.

4. člen

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

Št. 602-04/05-19/1

Ljubljana, dne 27. oktobra 2005

EPA 483-IV

b) Plača sekretarja bi morala biti nižja od predstojnikove in je lahko enaka profesorjevi.

c) Izsledki inštitutovih raziskav morajo biti objavljeni in po drugem ali tretjem letu njegovega delovanja bi morala biti v proračunu za to posebna postavka.

B. Prebivališča za študente raziskovalce

Vlada Italijanske republike bo za zmerno najemnino zagotovila prebivališča za študente raziskovalce.

Noben ukrep, ki bi ga morebiti sprejeli v zvezi s tem, ne sme bremeniti proračuna inštituta.

C. Morebiten pristop držav, ki niso članice Evropskih skupnosti

Štiri leta po začetku veljavnosti te konvencije bo visoki svet po posvetovanju z akademskim svetom državam pogodbenicam poslal poročilo o morebitni vključitvi določbe, ki bi državam, ki niso članice Evropskih skupnosti, omogočala pristop h konvenciji.

D. Ponovna preučitev odpovedi

Odpoved konvencije se bo ponovno preučila obenem s poročilom iz C.

E. Evropska šola v Brugesu

Države pogodbenice se seznanijo z izjavo, sprejeto na sestanku Sveta in Konference ministrov za izobraževanje držav članic 16. novembra 1971:

»Akademski organi inštitutov v Firencah in Brugesu bi morali sodelovati, da bi najprimernejše organizirali in določili svoje študijske programe za vzporedne ali podobne dejavnosti.«

II. PRILOGA**Izjave Vlade Zvezne republike Nemčije**

Vlada Zvezne republike Nemčije si pridržuje pravico, da ob deponirjanju svoje listine o ratifikaciji Konvencije o ustanovitvi Evropskega univerzitetnega inštituta da izjavo, da ta konvencija velja tudi za Deželo Berlin.

Pri opredelitvi izraza »nacionalen« se Vlada Zvezne republike Nemčije sklicuje na izjavo, ki jo je dala 25. marca 1957 ob podpisu pogodb o ustanovitvi Evropske gospodarske skupnosti in Evropske skupnosti za atomsko energijo.

Predsednik
Državnega zbora
Republike Slovenije
France Cukjati, dr. med., l.r.

68. Uredba o ratifikaciji Memoranduma o soglasju med Ministrstvom za državno obrambo Kanade in Ministrstvom za obrambo Republike Slovenije o podpori med delovanjem Mednarodnih varnostnih sil za pomoč v Afganistanu

Na podlagi tretje alinee petega odstavka 75. člena Zakona o zunanjih zadevah (Uradni list RS, št. 113/03 – uradno prečiščeno besedilo) izdaja Vlada Republike Slovenije

U R E D B O

o ratifikaciji Memoranduma o soglasju med Ministrstvom za državno obrambo Kanade in Ministrstvom za obrambo Republike Slovenije o podpori med delovanjem Mednarodnih varnostnih sil za pomoč v Afganistanu

1. člen

Ratificira se Memorandum o soglasju med Ministrstvom za državno obrambo Kanade in Ministrstvom za obrambo Republike Slovenije o podpori med delovanjem Mednarodnih varnostnih sil za pomoč v Afganistanu, podpisani 4. marca 2004 v Ottawi in 8. marca 2004 v Ljubljani.

2. člen

Besedilo memoranduma se v izvirniku v angleškem jeziku in v prevodu v slovenskem jeziku glasi:

**Memorandum of Understanding
between the Department of National Defence
of Canada and the Ministry of Defence of the
Republic of Slovenia concerning Support during
the Operation of the International Security
Assistance Force in Afghanistan**

**SECTION I
INTRODUCTION**

1.1 The Department of National Defence of Canada (DND), as represented by the Canadian Forces and the Ministry of Defence of the Republic of Slovenia (MOD), as represented by the Slovenian Armed Forces, hereinafter referred to as the "Participants" –

with regard:

– to the provisions of the Agreement between the Parties to the North Atlantic Treaty Regarding the Status of Their Forces (NATO SOFA) dated 19 June 1951;

– to the provisions of the Agreement Among the States Parties to the North Atlantic Treaty and the Other States Participating in the Partnership for Peace Regarding the Status of Their Forces (PfP SOFA) dated 19 June 1995;

– to United Nations Security Council Resolutions 1386 (2001), 1383 (2001), 1413 (2002), 1444 (2002) and 1510 (2003) which endorse the Agreement on Provisional Arrangements in Afghanistan pending the Reestablishment of Permanent Government Institutions (Bonn Agreement) dated 5 December 2001 and authorizes the establishment, expansion and continued presence of an International Security Assistance Force (ISAF) to support the Afghan Transitional Authority (ATA) in the maintenance of security in Kabul and its surrounding areas thereby permitting Afghanistan authorities as well as the United Nations to operate in a secure environment.

Accepting and acknowledging

– the provisions of the Military Technical Agreement (MTA) between the International Security Force (ISAF) and the Interim Administration of Afghanistan ('Interim Administration') dated 4 January 2002;

– the provisions made in the Participation and Financial Agreement between the Republic of Slovenia and NATO, with which the Republic of Slovenia becomes a participant in the ISAF mission;

have reached the following understandings and enter into this Memorandum of Understanding (MOU):

**Memorandum o soglasju
med Ministrstvom za državno obrambo Kanade
in Ministrstvom za obrambo Republike Slovenije
o podpori med delovanjem Mednarodnih
varnostnih sil za pomoč v Afganistanu**

I. POGLAVJE

UVOD

1.1 Ministrstvo za državno obrambo Kanade (DND), ki ga zastopajo Kanadske oborožene sile, in Ministrstvo za obrambo Republike Slovenije (MORS), ki ga zastopa Slovenska vojska, v nadaljevanju "udeleženca",

sta se v zvezi z:

– določbami Sporazuma med pogodbenicami Severnoatlantske pogodbe o statusu njihovih sil (Nato SOFA) z dne 19. junija 1951;

– določbami Sporazuma med državami pogodbenicami Severnoatlantskega pakta in drugimi državami, ki sodelujejo v Partnerstvu za mir, glede statusa njihovih sil (PzM SOFA) z dne 19. junija 1995;

– resolucijami Varnostnega sveta Združenih narodov 1386 (2001), 1383 (2001), 1413 (2002), 1444 (2002) in 1510 (2003), s katerimi je bil potrenj Sporazum o začasni ureditvi v Afganistanu do ponovne vzpostavitev stalnih vladnih organov (Bonski sporazum) z dne 5. decembra 2001 in dovoljuje ustavovitev, širitev in stalno prisotnost Mednarodnih varnostnih sil za pomoč (ISAF) kot pomoč Začasni upravi v Afganistanu (ATA) pri vzdrževanju varnosti v Kabulu in na sosednjih območjih in s tem zagotavlja afganistanskim oblastem in osebju Združenih narodov delovanje v varnem okolju;

s tem da sprejemata in potrjujeta

– določbe Vojaškega tehničnega sporazuma (MTA) med Mednarodnimi varnostnimi silami (ISAF) in Začasno upravo v Afganistanu ('Začasna uprava') z dne 4. januarja 2002;

– določbe v sporazumih o sodelovanju in financiranju med Vlado Republike Slovenije in Natom, s katerima Republika Slovenija postane udeleženka Isafa;

sporazumeli in sklenili memorandum o soglasju.

SECTION II
DEFINITIONS

2.1 The following definitions apply to this MOU:

CF TFK Canadian Forces Task Force Kabul.

Canadian Forces (CF). In this MOU, the term "CF" means the armed forces of Canada, together with any civilian components of such forces as defined in the NATO SOFA.

Camp Julien Canadian-licensed encampment including permanent and temporary structures, which house CF personnel and coalition forces serving with ISAF in Kabul, Afghanistan. Camp Julien is further defined as the CF TFK Camp located in Darualaman, more specifically described by the grid references in the Agreement for the Use of ATA Ministry of Defence Property by the Canadian Forces, dated 18 May 2003 (Grid Coordinates: WD111132, WD110136, WD108135, WD108134, WD107134, WD105135, WD105133, WD104132, WD104138, WD106128, WD107126, WD109126, WD109129 and WD109131).

KAIA Kabul Afghanistan International Airport.

KMNB Kabul Multinational Brigade.

Logistic Support, Supplies and Services (LSSS) Any civil and military assistance provided in the form of logistics support, supplies and/or services, either technical or non-technical, provided by one Participant to the other Participant through their appropriate authorities during ISAF and pursuant to this MOU. Such may consist of food, water, billeting, transportation (including airlift), petroleum, oils, lubricants, clothing, communication services, engineering services, medical services, base operation support (and construction incident thereto), storage services, use of facilities, tools, fortification and construction materials, within the limits of Canadian and Slovenian laws and regulations on the export of goods.

II. POGLAVJE
OPREDELITEV POJMOV

2.1 V tem memorandumu se uporabljajo te opredelitve:

CF TFK namenske sile Kanadskih oboroženih sil v Kabulu;

Kanadske oborožene sile (CF) v tem memorandumu "CF" pomeni Kanadske oborožene sile skupaj z vsemi civilnimi deli teh sil, kot je opredeljeno v Nato SOFA;

Baza Julien kanadski tabor na najetem ozemlju, vključno s stalnimi in začasnimi objekti, v katerih sta nastanjeni osebje CF in osebje koalicijskih sil, ki opravlja naloge Isafa v Kabulu v Afganistanu. Baza Julien je v nadaljevanju opredeljena kot baza CF TFK v Darualamanu, natančneje določena z geografskimi koordinatami v Sporazumu o lastnini Ministrstva za obrambo ATA, ki jo uporablajo Kanadske oborožene sile, z dne 18. maja 2003 (geografske koordinate: WD111132, WD110136, WD108135, WD108134, WD107134, WD105135, WD105133, WD104132, WD104138, WD106128, WD107126, WD109126, WD109129 in WD109131);

KAIA kabulsko mednarodno letališče v Afganistanu;

KMNB kabulска mednarodна brigада;

logistična podpora, oskrba in storitve (LSSS) vse vrste civilne in vojaške pomoči v obliki logistične podpore, oskrbe in/ali tehničnih ali netehničnih storitev, ki jo zagotovi udeleženec drugemu s svojimi pristojnimi organi med trajanjem Isafa in v skladu s tem memorandumom. Pomoč zajema hrano, vodo, nastanitev, prevoz (vključno z letalskim), gorivo, olja, maziva, obleko, komunikacijske, inženirske, zdravstvene storitve, osnovno operativno podporo (in gradbene posege), skladiščenje, uporabo objektov, orodje, material za utrjevanje in gradnjo skladno s kanadskimi in slovenskimi zakoni in predpisi o izvozu blaga;

Medical Roles:	NATO Role 1, 2+, 3. Medical Roles. In the medical field, the classification of treatment facilities according to their different capabilities: Role 1. Role/Echelon 1 medical support is that which is integral or allocated to a small unit, and will include the capabilities for providing first aid, immediate lifesaving measures, and triage. Additionally, it will contribute to the health and well being of the unit through provision of guidance in the prevention of disease, non-battle injuries, and operational stress.	ravni zdravstvene oskrbe: Natove ravni 1, 2+, 3; ravni zdravstvene oskrbe. Razvrstitev zdravstvenih objektov glede na njihove zmogljivosti: raven 1. Raven/stopnja 1 zajema medicinsko podporo, ki je celovita ali razdeljena po majhnih enotah in vključuje zmogljivosti za dajanje prve pomoči, takojšnje ukrepe za reševanje ter triažo. Poleg tega bo pripomogla k boljšemu zdravju in dobremu počutju pripadnikov enote, tako da bo dajala navodila za preprečevanje bolezni, poškodb, ki niso nastale v bitki, in stresa zaradi operacij;
	Role 2. In general, Role/Echelon 2 medical support will be prepared to provide evacuation from Role/Echelon 1 facilities, triage and resuscitation, treatment and holding of patients until they can be returned to duty or evacuated, and emergency dental treatment. Though normally this level will not include surgical capabilities, certain operations may require their augmentation with the capabilities to perform emergency surgery and essential post-operative management. In this case, they will be often referred to as Role 2+.	raven 2. Na splošno je raven/stopnja 2 zdravstvene oskrbe pripravljena za zagotavljanje evakuacije iz objektov za raven/stopnjo 1, triažo in oživljanje, zdravljenje in bolnišnično oskrbo bolnikov, dokler se ne vrnejo na svoje dolžnosti ali dokler niso evakuirani, in nujno zobozdravstveno oskrbo. Čeprav ta raven navadno ne vključuje kirurških zmogljivosti, pa jih je za nekatere kirurške posege morda treba povečati z zmogljivostmi za opravljanje nujnih kirurških posegov in osnovne oskrbe po operacijah. V tem primeru so pogosto omenjene kot raven 2+;
	Role 3. Role/Echelon 3 medical support includes additional capabilities, including specialist diagnostic resources, specialist surgical and medical capabilities, preventative medicine, food inspection, dentistry, and operational stress management teams when not provided at level 2. The holding capacity of a level 3 facility will be sufficient to allow diagnosis, treatment, and holding of those patients who can receive total treatment and be returned to duty within the evacuation policy laid down by the Force Surgeon for the Theatre. Classically, this support will be provided by field hospitals of various types.	raven 3. Raven/stopnja 3 zdravstvene oskrbe vključuje dodatne zmogljivosti, vključno s specialističnimi diagnostičnimi sredstvi, specialističnimi kirurškimi in zdravstvenimi zmogljivostmi, preventivno medicino in inšpekcijskimi pregledi živil, zobozdravstveno oskrbo in skupinami za zdravljenje stresa zaradi operacije, kadar to ni zagotovljeno na ravni 2. Sprejemna zmogljivost objekta na ravni 3 naj zadostuje za diagnozo, zdravljenje in bolnišnično oskrbo tistih bolnikov, ki so lahko deležni celovitega zdravljenja in se lahko vrnejo na dolžnost na podlagi navodil za evakuacijo, ki jih predpiše vojaški kirurg na območju operacije. Običajno se ta oskrba zagotavlja v različnih poljskih bolnišnicah;
Reimbursement	Payment of costs in the form of remittance, cheque or cash, in the currency of the supplying Participant.	povračilo plačilo stroškov v obliki nakazila, čeka ali gotovine v valuti udeleženca dobavitelja;
Order	When in its proper form and signed by an authorized official (see paragraph 14.1) it is a request for the provision of specific LSSS pursuant to this MOU.	naročilo zahteva za zagotovitev logistične podpore, oskrbe in storitev v skladu s tem memorandumom, kadar je v ustreznem obliku in jo podpiše pooblaščena oseba (glej prvi odstavek 14. člena);
Requesting Officer	An officer duly appointed by the Receiving Participant to request/order LSSS under this MOU.	častnik naročnik častnik, ki ga pooblasti udeleženec, da zahteva/naroči logistično podporo, oskrbo in storitev v skladu s tem memorandumom;
Receiving Participant	the Participant ordering and receiving support.	udeleženec prejemnik udeleženec, ki zahteva in dobi podporo;
SICON	Slovenian Contingent deployed for ISAF.	SICON slovenski kontingent pri Isafu;

Slovenian Armed Forces (SAF)	In this MOU, the term "SAF" means the armed forces of Slovenia, together with any civilian components of such forces as defined in the NATO/PfP SOFA.	Slovenska vojska (SV)	v tem memorandumu "SV" pomeni Slovensko vojsko skupaj z vsemi civilnimi deli teh sil, kot je opredeljeno v NATO/PzM SOFA;
Supplying Officer	An officer duly appointed by the Supplying Participant to issue/fill orders/requests for LSSS under this MOU.	častnik dobavitelj	častnik, ki ga pooblasti udeleženec dobavitelj, da izda/izpolni ukaze/zahteve za logistično podporo, oskrbo in storitve v skladu s tem memorandumom;
Supplying Participant	the Participant providing support.	udeleženec dobavitelj	udeleženec, ki zagotavlja podporo;
TACON	Tactical Control (TACON). The detailed and, usually, local direction and control of movements or manoeuvres necessary to accomplish missions or tasks assigned. (AAP-6(2003) – NATO Glossary Of Terms And Definitions (English And French)).	taktični nadzor TACON	podrobne in navadno lokalne usmeritve in nadzor premikov ali manevrov, potrebnih za izvajanje operacij ali dodeljenih nalog (AAP-6 (2003) – Natov slovar pojmov in opredelitev (v angleškem in francoskem jeziku));

SECTION III

OBJECTIVE AND SCOPE

3.1 The objective of this MOU is to set out the general principles under which the SICON will co-locate with the CF TFK as components of the KMNB located at Camp Julien in Kabul, Afghanistan. In addition, it will facilitate the provision of LSSS between the Participants while they are conducting their missions as part of ISAF.

3.2 Each Participant, recognizing the spirit of cooperation reflected in the MOU, will make its best effort, consistent with national priorities and legislation, to satisfy requests of the other Participant for LSSS. It is understood that neither Participant is required to provide LSSS, which would impair the support of its own requirements or other commitments.

PART 1

SECTION IV

STATUS

4.1 The status of the Participants while co-located in the ISAF area of operations will be in accordance with the provisions of the NATO SOFA as, applied by the PfP SOFA, which will be applied mutatis mutandis between the Participants.

4.2 The SAF and the CF will ensure that members of the SICON and other SAF Elements located in Camp Julien are informed of their status, and briefed on the regulations, orders and instructions of Camp Julien as well as the customs and special conditions to be observed while in Camp Julien.

SECTION V

COMMAND AND CONTROL

5.1 The SICON, while serving at Camp Julien, will remain under the full command of SAF authorities according to their regulations and national law.

5.2 For the purpose of providing defence and security of Camp Julien, members of the SICON will function fully as members of CF TFK and will be employed in the same manner as equivalent serving members of the CF. TACON of members of the SICON assigned to the CF for the defence and security of Camp Julien resides with the CF.

5.3 Members of the SICON co-located with the CF at Camp Julien will remain under SAF regulations and arrangements for wider aspects of administrative command (discipline, personnel administration, pay and allowances, welfare, honours and awards etc.).

III. ČLEN

NAMEN IN PODROČJE UPORABE

3.1 Namen tega memoranduma je določiti splošna načela, na podlagi katerih bo SICON nameščen skupaj s CF TFK kot sestavni del KMNB v bazi Julien v Kabulu v Afganistanu. Poleg tega bo omogočil zagotavljanje logistične podpore, oskrbe in storitev med udeležencema pri opravljanju njunih nalog kot dela Isafa.

3.2 Vsak udeleženec bo ob priznavanju sodelovanja, ki izhaja iz tega memoranduma, naredil vse, kar je v njegovi moči v skladu z državnimi prednostnimi nalogami in zakonodajo, da bi izpolnil zahteve drugega udeleženca za logistično podporo, oskrbo in storitve. Od nobenega udeleženca se ne zahteva, da jih zagotovi, če bi to slabo vplivalo na njegove lastne potrebe ali druge obveznosti.

PRVI DEL

IV. ČLEN

STATUS

4.1 Status udeležencev med skupno namestitvijo na območju delovanja Isafa je v skladu z določbami Nato SOFA, kot se uporablja v PzM SOFA, ki se smiselno uporablja med udeležencema.

4.2 SV in CF zagotovita, da so pripadniki SICON in drugi deli SV, nameščeni v bazi Julien, seznanjeni s svojim statusom, predpisi, povelji in navodili za bazo Julien kakor tudi navadami in posebnimi okoliščinami, ki jih je treba upoštevati med bivanjem v bazi Julien.

V. ČLEN

POVELJEVANJE IN KONTROLA

5.1 Med opravljanjem nalog v bazi Julien ostane slovenski kontingenčni pod celovitim poveljevanjem Slovenske vojske v skladu z njenimi predpisi in notranjo zakonodajo.

5.2 Zaradi zaščite in varovanja baze Julien bodo pripadniki slovenskega kontingenta delovali tako kot člani CF TFK in bodo dobili naloge po enakih načelih kot primerljivi pripadniki CF. Taktični nadzor pripadnikov slovenskega kontingenta, ki delujejo pod CF zaradi zaščite in varovanja baze Julien, ostane pod CF.

5.3 Za pripadnike slovenskega kontingenta, ki so nastanjeni s CF v bazi Julien, veljajo vsi upravni in drugi predpisi Slovenske vojske (disciplina, kadrovanje, plače in dodatki, socialno varstvo, častni naslovi in nagrade itd.).

SECTION VI

DISCIPLINE AND CRIMINAL JURISDICTION

6.1 The Participants will adhere to all applicable CF Theatre Standing Orders (TSOs), regulations and instructions.

6.2 Where there is a difference between TSOs, regulations and instructions with national standing orders or instructions of the SAF, the more restrictive will apply. In the event of allegations of misconduct or a breach of TSOs, regulations or instructions, the Participants will cooperate in the execution of any necessary investigation and administrative or disciplinary follow-up as the situation requires.

6.3 Under all circumstances and at all times, personnel of the Participants will be subject to the exclusive jurisdiction of their respective national elements in respect of any criminal or disciplinary offences which may be committed by them or between them on the territory of Afghanistan.

SECTION VII

CLAIMS AND LIABILITIES

7.1 With the exception of claims arising from paragraph 7.2, claims arising between Participants will be dealt with, mutatis mutandis, by the provisions of Article VIII of NATO SOFA, as implemented by the PfP SOFA.

7.2 Claims from third parties for injury, death, loss or damage caused by either of the Participants' personnel or agents (which do not include contractors) arising from duty while serving in ISAF will be processed in accordance with the procedures of the responsible Participant and Annex A, Section III of the MTA.

7.3 Third party claims involving both Participants will be resolved between the Participants in accordance with the principles of Article VIII of the NATO SOFA as implemented by the PfP SOFA. Each claim involving both Participants will be settled by a conference between the Participants involving at least one claims officer appointed by each Participant. The aim of the conference is to assess and process the claim including the apportioning of financial responsibility in accordance with the principles of Article VIII of the NATO SOFA, as implemented by the PfP SOFA.

SECTION VIII

PROTECTION, SAFETY AND PHYSICAL SECURITY

8.1 Protection, safety and the physical security of Camp Julien are a joint responsibility of all users of this location.

8.2 The CF will be responsible for the overall control and organization of the protection, safety and physical security of all Participants within the security perimeter of Camp Julien.

SECTION IX

SECURITY

9.1 All classified information exchanged or generated in connection with this MOU will be used, transmitted, stored, handled, safeguarded and disposed of in accordance with the Participants' applicable national security laws and NATO regulations.

9.2 Each Participant will take all lawful steps available to it to ensure that information provided or generated pursuant to this MOU is protected from further disclosure without the other Participants' consent to such disclosure. Accordingly, each Participant will ensure that:

9.2.1 The recipients will not release the classified information to another national organization or other entity of a third party without the prior written consent of the originating Participant.

9.2.2 The recipients will not use the classified information for other than the purposes provided for in this MOU.

VI. ČLEN

DISCIPLINSKA IN KAZENSKA JURISDIKCIJA

6.1 Udeleženca ravnata v skladu z vsemi veljavnimi veljajočimi CF na območju delovanja (TSO), predpisi in navodili.

6.2 Če se predpisi in navodila na območju delovanja razlikujejo od notranjih povelj ali navodil SV, se uporabljajo tisti, ki so bolj omejevalni. Pri domnevnom neustremnem vedenju ali kršitvi predpisov ali navodil na območju delovanja udeleženca sodelujeta pri izvedbi vseh potrebnih preiskovalnih in poznejših upravnih ali disciplinskih postopkov, kot zahtevajo okoliščine.

6.3 Pripadniki udeležencev so v zvezi s kaznivimi dejanji ali disciplinskih prekrški, ki jih lahko storijo sami ali so storjeni med njimi na ozemlju Afganistana, v vseh okoliščinah in vedno pod izključno jurisdikcijo svojih državnih organov.

VII. ČLEN

ZAHTEVKI IN OBVEZNOSTI

7.1 Za zahtevek, nastale med udeležencema, se smiselno uporabljajo določbe VIII. člena Nato SOFA, kot se izvajajo s PzM SOFA, razen zahtevkov iz drugega odstavka tega člena.

7.2 Zahtevki tretjih strani za poškodbo, smrt, izgubo ali škodo, ki jo povzročijo pripadniki ali predstavniki enega od udeležencev in je posledica opravljanja dolžnosti med služenjem pri Isafu (ne vključuje pogodbenih izvajalcev), se obravnavajo v skladu s postopki odgovornega udeleženca in 3. člena priloge A Vojške tehničnega sporazuma.

7.3 Zahtevki tretje strani, ki vključujejo obo udeleženca, se rešujejo med udeležencema v skladu z načeli, ki izhajajo iz VIII. člena sporazuma Nato SOFA, kot se izvajajo s PzM SOFA. Vsak zahtevk, ki vključuje obo udeleženca, se rešuje s posvetovanjem med njima, pri čemer sodeluje najmanj en častnik, pristojen za zahtevek, ki ga imenuje vsak udeleženec. Cilj posvetovanja je oceniti in obravnavati zahtevk vključno z razdelitvijo finančne odgovornosti v skladu z načeli iz VIII. člena sporazuma Nato SOFA, kot se izvajajo s PzM SOFA.

VIII. ČLEN

ZAŠČITA, VARNOST IN FIZIČNO VAROVANJE

8.1 Zaščita, varnost in fizično varovanje baze Julien so skupna odgovornost vseh uporabnikov te baze.

8.2 CF so odgovorne za celotni nadzor in organizacijo zaščite, varnosti in fizičnega varovanja vseh udeležencev v okviru varnostnih ukrepov baze Julien.

IX. ČLEN

VARNOT

9.1 Vsi tajni podatki, ki se izmenjavajo ali nastanejo v zvezi s tem memorandumom, se uporabljajo, pošiljajo, hrani, obdelujejo, varujejo ali uničijo v skladu z veljavno notranjo zakonodajo in Natovimi predpisi.

9.2 Vsak udeleženec sprejme vse razpoložljive zakonite ukrepe za zagotovitev, da se podatki, ki so na voljo ali so nastali v skladu s tem memorandumom, zavarujejo pred nadaljnjim razkritjem brez soglasja drugega udeleženca za tako razkritje. V skladu s tem vsak udeleženec zagotovi, kot sledi:

9.2.1 Prejemniki ne razkrijejo tajnih podatkov nobeni drugi državni organizaciji ali tretji osebi brez predhodnega pisnega soglasja udeleženca, od katerega podatek izvira.

9.2.2 Prejemniki ne uporabljajo tajnih podatkov za namene, ki niso predvideni v tem memorandumu.

9.2.3 The recipients will comply with any distribution and access restrictions on information that is provided under this MOU.

9.3 The Participants will investigate all cases in which it is known, or where there are grounds for suspecting, that classified information provided or generated pursuant to this MOU has been lost or disclosed to unauthorized persons. Where appropriate, each Participant will take disciplinary action against those responsible for loss or disclosure. Each Participant will also promptly and fully inform the other Participant of the details of any such occurrences, and of the final results of the investigation and of the action taken to preclude recurrences.

SECTION X ENVIRONMENTAL

10.1 The Participants will abide by Canadian TSOs and other environmental procedures. SAF will follow Canadian national clean-up procedures in the event of any spills or accidents in Camp Julien. The CF will provide documentation outlining Canadian national clean-up procedures to the SAF.

10.2 The SAF will reimburse DND in full for any costs or liabilities that DND may incur resulting from spills or accidents, inside Camp Julien, that are caused by SICON.

PART 2

SECTION XI LOGISTICS SUPPORT-PROVISION OF LSSS

11.1 The primary focus of this MOU is the provision of LSSS from CF TFK to SICON serving together in Camp Julien. However, the SAF may also provide LSSS to the CF when requested. Annex A details the responsibilities of both Participants with respect to the provision of specified LSSS. Additional LSSS may be provided as mutually determined by the Participants in accordance with the relevant provisions of this MOU.

11.2 Commander SICON and Commander CF TFK will identify Points of Contact (POCs) who are authorized to initiate Orders under this MOU. Annex B identifies POCs and invoice and payment procedures.

11.3 A Receiving Participant, as well as its locally hired personnel, will not pass any items or support received under this MOU to any third party without the express written consent of the Supplying Participant.

11.4 Neither Participant will enter into any contracts or undertake any obligations on behalf of the other Participant without the prior written consent of that Participant.

11.5 Should a Participant be unable to provide previously requested and approved support or should a Participant need to cancel a request, the Participants will advise each other, as applicable, by the fastest means possible. Reasonable and verifiable costs incurred by a Participant's cancellation of LSSS that was requested by the other Participant will be borne by the Participant responsible for the cancellation or non-completion of the Order.

SECTION XII HEALTH SERVICES SUPPORT (HSS)

12.1 Each Participant will be responsible for its own Role 1 medical support.

12.2 The CF will provide NATO Role 2+ medical and dental care on an emergency basis. The CF will assist the SAF with medical evacuation to the Theatre Role 3 facility in Kabul.

9.2.3 Prejemniki upoštevajo vse omejitve glede razpoložljanja in dostopa do podatkov, predvidene v tem memorandumu.

9.3 Udeleženca raziščeta vse primere, za katere je znano ali obstajajo razlogi za sum, da so se tajni podatki, zagotovljeni ali nastali v skladu s tem memorandumom, izgubili ali so bili razkriti nepooblaščenim osebam. Kadar je potrebno, vsak udeleženec izreče disciplinski ukrep proti odgovornim za izgubo ali razkritje. Vsak udeleženec takoj in v celoti obvesti druge udeležence o podrobnostih vseh okoliščin in končnih ugotovitvah preiskave ter sprejetih ukrepov za preprečevanje takih pojavov.

X. ČLEN VARSTVO OKOLJA

10.1 Udeleženca ravnata v skladu s kanadskimi povelji na območju delovanja in drugimi okoljevarstvenimi postopki. Ob kakršnem koli razlitju ali nesreči v bazi Julien Slovenska vojska upošteva kanadske očiščevalne postopke. CF ji zagotov vso potreben dokumentacijo, ki določa kanadske očiščevalne postopke.

10.2 Slovenska vojska povrne kanadskemu ministrstvu za državno obrambo vse stroške ali obveznosti, ki jih ima pri odpravljanju razlitja ali nesreče, ki jih povzroči SICON v bazi Julien.

DRUGI DEL

XI. ČLEN LOGISTIČNA PODPORA – ZAGOTAVLJANJE LOGISTIČNE PODPORE, OSKRBE IN STORITEV

11.1 Osnovni namen tega memoranduma je, da CF TFK zagotavlja logistično podporo, oskrbo in storitve slovenskemu kontingentu, nastanjenemu v bazi Julien. Lahko pa jih zagotavlja tudi Slovenski vojski, če CF za to zaprosi. V prilogi A so podrobno opisane pristojnosti obeh udeležencev za njihovo zagotavljanje. Dodatna logistična podpora, oskrba in storitve se lahko zagotovijo na podlagi skupne odločitve udeležencev v skladu z ustreznimi določbami tega memoranduma.

11.2 Poveljnik slovenskega kontingenta in poveljnik CF TFK določita osebe za stike (POC), pooblašcene za izdajanje zahtevkov v skladu s tem memorandumom. Priloga B določa osebe za stike in postopke plačila in izstavljanja računov.

11.3 Udeleženec prejemnik in njegovo najeto lokalno osebje ne izročita nobenega izdelka ali ne zagotovita podpore, prejete na podlagi tega memoranduma, nobeni tretji osebi brez izrecnega pisnega soglasja udeleženca dobavitelja.

11.4 Noben udeleženec ne sklene nobene pogodbe ali ne sprejme nobene obveznosti in imenu drugega udeleženca brez predhodnega pisnega soglasja tega udeleženca.

11.5 Če udeleženec ne more zagotoviti predhodno zahetvane in odobrene podpore ali če mora preklicati zahtevo, udeleženca drug drugega o tem čim prej ustrezno obvestita. Upravičene in potrjene stroške, ki jih ima udeleženec zaradi preklica zagotavljanja logistične podpore, oskrbe in storitev, ki ga je zahteval drugi udeleženec, krije udeleženec, ki je odgovoren za preklic ali neizpolnitve naročila.

XII. ČLEN PODPORA ZDRAVSTVENIH STORITEV (HSS)

12.1 Vsak udeleženec je odgovoren za zagotovitev zdravstvene oskrbe na ravni 1.

12.2 CF zagotovijo nujno zdravstveno in zozdravstveno oskrbo na Natovi ravni 2+. Slovenski vojski zagotovijo pomoč za zdravstveno evakuacijo v objekt na ravni 3 na območju delovanja v Kabulu.

12.3 The costs for support rendered by the CF will be reimbursed by the SAF in accordance with Annex A.

SECTION XIII MORTUARY SERVICES

13.1 The CF will permit the SAF to store the remains of a SAF soldier in a temporary morgue facility.

13.2 The CF will assist the SAF with evacuation to an established morgue facility in Kabul.

13.3 The CF will assist the SAF with the loan of a refrigerated casket if available.

13.4 The costs for support rendered by the CF will be reimbursed by the SAF in accordance with Annex A.

SECTION XIV

PROCEDURES FOR ORDERING AND PROVISION OF LSSS

14.1 A Standard Order/Receipt Form is attached at Annex C. It may be used by the Participants to place Orders, accept Orders, and collect payments for LSSS provided under this MOU. However, any other similar Order form acceptable to the Supplying Participant may be used.

14.2 The ordering and provision of LSSS will be subject to the following procedures:

14.2.1 The *SAF/CF/ISAF Support MOU – 2003122739* will be the Document Control Number and will appear on all Orders placed by the Participants as a result of this MOU. It will also appear in the subject of all correspondence between the Participants regarding this MOU.

14.2.2 Where practical, the Participant placing the Order will initially contact the supplying service/organization by telephone, message, fax or e-mail to determine availability and price for requested LSSS prior to placing an Order under this MOU. The Supplying Participant will inform the Participant placing the Order of availability and price, location, and other appropriate data by telephone, message, fax or e-mail.

14.2.3 Receiving Participant. The Requesting Officer will forward a completed Order form to the unit or organization nominated by the Supplying Participant to provide support. The Order form must be substantially completed in accordance with the instructions contained in Annex C in order to execute change in ownership or establish liability.

14.2.3.1 A Requesting Officer will not initiate any request for support unless funds are available for payment.

14.2.4 Supplying Participant. The Supplying Officer will respond quickly to requests according to the Requesting Officer's priority:

14.2.4.1 If the requested support cannot be provided at all, the Order form will be returned promptly to the Requesting Officer with a statement explaining the reason(s) for non-support;

14.2.4.2 If only partial support can be provided, the Supplying Officer will contact the Requesting Officer to obtain approval prior to processing the request in accordance with Annex C; and

14.2.4.3 If full support can be provided, the Order will be processed in accordance with Annex C.

14.3 Approval of LSSS requests will be governed by a Participant's internal laws and regulations.

12.3 Stroške za podporo, ki jih zagotovijo CF, bo Slovenska vojska povrnila v skladu s prilogo A.

XIII. ČLEN POGREBNE STORITVE

13.1 CF bodo dovolile Slovenski vojski, da shrani posmrtné ostanke svojih pripadnikov v začasnih namenskih prostorih.

13.2 CF bodo pomagale Slovenski vojski pri prevozu posmrtnih ostankov v mrtvašnico v Kabulu.

13.3 CF bodo na podlagi razpoložljivih zmogljivosti pomagale Slovenski vojski pri najemanju krst s hlajenjem.

13.4 Stroške storitev CF bo Slovenska vojska povrnila v skladu s prilogo A.

XIV. ČLEN POSTOPKI ZA NAROČANJE IN ZAGOTAVLJANJE LOGISTIČNE PODPORE, OSKRBE IN STORITEV

14.1 Običajna naročilnica/potrdilo o prejemu je v prilogi C. Udeleženca ga lahko uporablja za oddajo naročil, njihov prejem in zbiranje plačil za logistično podporo, oskrbo in storitve, zagotovljenih po tem memorandumu. Lahko pa se uporabi katera koli druga podobna naročilnica, sprejemljiva za udeleženca dobavitelja.

14.2 Logistična podpora, oskrba in storitve se bodo naročale in zagotavljale po teh postopkih:

14.2.1 Kontrolna številka tega memoranduma je SAF/CF ISAF Support MOU – 2003122739 in jo je treba napisati na vse naročilnice, ki jih oddata udeleženca na podlagi tega memoranduma. Navede se tudi pri zadevi na vsakem dopisu udeležencev v zvezi s tem memorandumom.

14.2.2 Kadar je to potrebno, udeleženec naročnik pred oddajo naročila po tem memorandumu naveže stik z dobavo službo/organizacijo po telefonu, s sporočilom, po faksu ali e-pošti, da ugotovi razpoložljivost in ceno zahtevane logistične podpore, oskrbe ali storitve. Udeleženec dobavitelj sporoči udeležencu naročniku razpoložljivost in ceno, kraj in druge primerne podatke po telefonu, s sporočilom, po faksu ali e-pošti.

14.2.3 Udeleženec prejemnik. Častnik naročnik pošlje izpolnjeno naročilnico enoti ali organizaciji, ki jo imenuje udeleženec dobavitelj, da zagotoviti podporo. Naročilnico je treba v celoti izpolniti v skladu z navodili, ki so v prilogi C, tako da se spremeni lastništvo ali določi odgovornost.

14.2.3.1 Častnik naročnik ne predloži zahteve za podporo, če niso na voljo finančna sredstva za plačilo.

14.2.4 Udeleženec dobavitelj. Častnik dobavitelj hitro odgovori na zahteve v skladu s prednostnimi nalogami častnika naročnika:

14.2.4.1 če se podpora sploh ne more zagotoviti, se naročilnica hitro vrne častniku naročniku z obrazložitvijo razloga(ov) za neizvedbo podpore;

14.2.4.2 če se lahko zagotovi le delna podpora, častnik dobavitelj obvesti častnika naročnika, da mora pridobiti soglasje pred obravnavo zahteve skladno s prilogo C, in

14.2.4.3 če se lahko zagotovi popolna podpora, se naročilo obravnava skladno s prilogo C.

14.3 Zahteve za logistično podporo, oskrbo in storitve se odobrijo v skladu z notranjimi zakoni in predpisi udeležencev.

14.4 For ongoing services such as Class I – Subsistence and Class III – Petrol, Oil and Lubricants (POL), the use of the Standard Order form at Annex C may be impractical. In these cases, the Supplying Participant and the Receiving Participant will establish appropriate procedures to clearly identify, record and control the quantity and monetary value of the material/services requested/provided and the terms and method of delivery. Any such procedures/forms used must facilitate the proper completion, support, submission and payment of invoices as detailed at Annex B.

SECTION XV FINANCIAL PROVISIONS

15.1 Annex A contains the table of support and method and terms of payment determined at the time of signature.

15.2 Unless otherwise specified in this MOU, all transactions involving the transfer of LSSS will be considered as Reimbursable Transactions, which the Receiving Participant will pay, in accordance with the provisions of Annex B, upon receipt of goods and/or services and the appropriate invoice and supporting documentation from the Supplying Participant submitted in accordance with Annex B.

15.3 The Supplying Participant will submit invoices monthly, accompanied by the appropriate documentation, to the Receiving Participant in accordance with Annex B. The documentation will allow the Receiving Participant to approve the LSSS provided prior to the submission of invoices for payment in accordance with internal national procedures.

15.4 Both Participants will maintain records of all transactions in accordance with their own national regulations.

15.5 Pricing. In pricing a reimbursable transaction, the Participants acknowledge the following principles will apply:

15.5.1 In the case of specific acquisition by the Supplying Participant from its contractors for a Receiving Participant, the price will be no less favourable than the price charged the armed forces by the contractor of the Supplying Participant for identical items or services, less any amounts excluded by Section XVI of this MOU. The price charged may take into account differentials due to delivery schedules, points of delivery, and other similar considerations.

15.5.2 In the case of transfer from the Supplying Participant's own resources, the price will be no less favourable than the price charged the armed forces for identical items or services, less any amounts excluded by Section XVI of this MOU.

15.5.3 The Participants acknowledge that reciprocal pricing may include the charging of indirect costs (including fixed and variable overhead costs of receiving, storing and issues stores or equipment), administrative surcharges, and contract administration costs.

15.6 Camp Operating Costs. The Participants concur that the camp operating costs will be shared by the Participants as follows:

15.6.1. All costs which can be attributed exclusively to one Participant will be billed to and reimbursed by that Participant in full;

15.6.2. All other costs which cannot be attributed exclusively to either of the Participants will be shared proportionally between the Participants in accordance with a measurable distribution formula for consumption and use, mutually determined by the Participants. In principle, costs will be shared on a per capita basis, based on a proportional ratio of all users of the provided service.

15.6.3 Where for practical purposes, one Participant initially pays for any of the costs described at paragraphs 15.6.1 or 15.6.2 that are subsequently determined to be the responsibility of the other Participant, that latter Participant will reimburse its attributed share of those costs upon receipt of the appropriate invoice and supporting documentation in accordance with the Invoice and Payment Procedures at Annex B.

14.4 Za tekoče storitve, kot so navedene v razredu I – osnovna sredstva – in v razredu III – gorivo, olje in maziva (POL), je lahko uporaba predpisane naročilnice v prilogi C neustrezna. V teh primerih udeleženec dobavitelj in udeleženec naročnik uvedeta ustrezne postopke za jasno prepoznavanje, zapisovanje in nadzor količine in vrednosti zahtevanega blaga ali zagotovljenih storitev, ter pogoje in način dostave. Vsi uporabljeni postopki ali naročilnice morajo biti take, da olajšajo pravilno izpolnjevanje, pomoč, predložitev in plačilo računov, kot je podrobno navedeno v prilogi B.

XV. ČLEN FINANČNE DOLOČBE

15.1 Priloga A vsebuje razpredelnico, iz katere so razvidni podpora, način plačila in plačilni pogoji, določeni na dan podpisa.

15.2 Če ni drugače določeno s tem memorandumom, se vse transakcije, ki se nanašajo na prenos logistične podpore, oskrbe in storitev, obravnavajo kot transakcije za povračilo, ki ga udeleženec naročnik plača v povezavi z določbami priloge B po prejemu blaga in/ali storitev ter ustreznega računa in priloženo dokumentacijo udeleženca dobavitelja skladno s prilogo B.

15.3 Udeleženec dobavitelj mesečno predloži udeležencu naročniku račune s priloženo dokumentacijo skladno s prilogo B. Dokumentacija omogoči udeležencu naročniku, da potrdi logistično podporo, ki je bila zagotovljena pred predložitvijo računov za plačilo v skladu z notranjimi postopki.

15.4 Udeleženca hranita podatke o vseh transakcijah v skladu z notranjimi predpisi.

15.5 Cene. Pri določanju cen transakcij za povračilo udeleženca ravnata skladno s temi načeli:

15.5.1 Če udeleženec dobavitelj nabavlja za udeleženca naročnika pri svojih pogodbenikih, cena ne sme biti manj ugodna kot cena, ki jo pogodbenik zaračuna oboroženim silam udeleženca dobavitelja za enake predmete ali storitve, razen obveznosti iz XVI. člena tega memoranduma. Zaračunana cena se lahko razlikuje zaradi različnih načrtov in krajev dostave ter drugih podobnih razlogov.

15.5.2 Če udeleženec dobavitelj ponudi dobavo iz lastnih virov, cena ne sme biti manj ugodna od cene, zaračunane oboroženim silam za enake predmete in storitve, razen obveznosti iz XVI. člena tega memoranduma.

15.5.3 Udeleženca ugotavlja, da lahko skupno določena cena vsebuje tudi posredne stroške (vključno s stalnimi in spremenljivimi splošnimi stroški naročil, skladisčenja in izdajanja blaga in opreme), upravne obračune in pogodbene upravne stroške.

15.6 Stroški za delovanje baze. Udeleženca potrdita, da se stroški za delovanje baze delijo med udeležencema, kot sledi:

15.6.1 Vsi stroški, ki se lahko izrecno določijo enemu udeležencu, se obračunajo in jih ta udeleženec v celoti povrne.

15.6.2 Vsi preostali stroški, ki se ne morejo izrecno določiti nobenemu udeležencu, se delijo sorazmerno skladno z merljivo delitveno formulo za porabo in uporabo, ki jo udeleženca skupno določita. Načeloma se stroški delijo po osebi na podlagi sorazmerne odstotka vseh uporabnikov zagotovljene storitve.

15.6.3 Če iz praktičnih razlogov en udeleženec predhodno plača katere koli stroške iz 1. in 2. točke šestega odstavka XV. člena, ki so pozneje navedeni kot odgovornost drugega udeleženca, ta udeleženec povrne svoj del stroškov po prejemu ustreznega računa in priložene dokumentacije skladno s postopki za obračunavanje in plačila iz priloge B.

15.7 The Participants acknowledge a responsibility to grant each other access to documentation and information sufficient to verify, when applicable, that reciprocal pricing principles have been followed and prices do not include waived or excluded costs. The POCs designated at Annex B are responsible for the facilitation of the validation of expenses or research charges in this context.

SECTION XVI

CUSTOMS DUTIES AND TAXES

16.1 The provisions of any tax and customs relief agreements applicable to the acquisition of materials, services, supplies and equipment between the Participants will apply to LSSS transferred under this MOU. The Participants will cooperate to provide proper documentation to maximize tax and customs relief. The Supplying Participant will inform the Receiving Participant whether the price charged for LSSS includes taxes or customs duties that the Supplying Participant cannot recover. In such cases, the price paid by the Receiving Participant will include the tax or customs duties not recoverable by the Supplying Participant.

SECTION XVII

SETTLEMENT OF DISPUTES

17.1 Any disagreement or dispute between the Participants concerning the interpretation or implementation of this MOU will be resolved only by consultation between the Participants, at the lowest possible level, and will not be referred to any national or international court or any other third party for settlement.

SECTION XVIII

AMENDMENTS

18.1 This MOU may be amended at any time in writing by the mutual consent of the Participants under the provision of paragraph 19.1 of this MOU.

SECTION XIX

EFFECTIVE DATE AND TERMINATION

19.1 This MOU, including its Annexes, will become effective from the date when the Slovenian Participant informs the Canadian Participant that all of its required internal procedures for the staffing of the MOU have been met and SAF becomes an official participant of ISAF. The present MOU will apply provisionally from the date of the last signature. This MOU will remain effective for the duration of the ISAF mission or until such time as one of the Participants request to withdraw or terminate this MOU.

19.2 Either Participant may withdraw from this MOU by giving 90 days prior notice in writing to the other Participant.

19.3 In the event of withdrawal or termination from this MOU, Section IX will remain in effect and provisions of Sections VII and XV will remain effective until all responsibilities are fully settled.

19.4 This MOU is signed in four (4) original copies, in the English language.

FOR THE DEPARTMENT
OF NATIONAL DEFENCE
OF CANADA
L.M. Lashkevich (s)

FOR THE MINISTRY
OF DEFENCE OF
THE REPUBLIC OF SLOVENIA
Jožef Žunkovič (s)

15.7 Udeleženca priznavata odgovornost za odobritev medsebojnega dostopa do dokumentacije in informacij, ki zadostujejo za pregled, ali so bila obojestransko upoštevana načela določitve cen in ali cene ne vključujejo tudi oproščenih ali izključenih stroškov, če je to potrebno. Osebe za stike iz priloge B so odgovorne za omogočanje ovrednotenja ali analize stroškov v zvezi s tem.

XVI. ČLEN CARINE IN DAVKI

16.1 Določbe sporazumov o davčnih in carinskih olajšavah, ki se nanašajo na dobavo predmetov, storitev, oskrbe in opreme med udeležencema, se uporabljajo za logistično podporo, oskrbo in storitve skladno s tem memorandumom. Udeleženca sodelujeta pri zagotavljanju ustrezne dokumentacije za čim večje davčne in carinske olajšave. Udeleženec dobavitelj obvesti udeleženca prejemnika, ali zaračunana cena vključuje davke in carine, ki jih udeleženec dobavitelj ne povrne. V takih primerih cena, ki jo plača udeleženec prejemnik, vključuje davke in carine, ki jih udeleženec dobavitelj ne povrne.

XVII. ČLEN REŠEVANJE SPOROV

17.1 Nesoglasje ali spor med udeležencema zaradi razlage ali izvajanja tega memoranduma se reši s posvetovanjem med udeležencema na najnižji mogoči ravni in se ne predloži v reševanje nobenemu državnemu ali mednarodnemu sodišču ali tretji strani.

XVIII. ČLEN SPREMENBE

18.1 Po določbah prvega odstavka XIX. člena se lahko ta memorandum kadar koli pisno dopolni z medsebojnim soglasjem udeležencev.

XIX. ČLEN DATUM ZAČETKA IN PRENEHANJA VELJAVNOSTI

19.1 Ta memorandum s prilogami začne veljati z dnem, ko slovenski udeleženec obvesti kanadskega, da so izpolnjeni vsi zahtevani notranji postopki za njegovo veljavnost in da bo Slovenska vojska postala uradna udeleženka Isafa. Začasno se uporablja od dne zadnjega podpisa. Velja med delovanjem Isafa ali dokler en udeleženec ne zaprosi za njegovo odpoved ali prekinitve.

19.2 Udeleženec lahko odpove memorandum tako, da o tem 90 dni prej pisno obvesti drugega udeleženca.

19.3 Ob njegovi odpovedi ali prenehanju veljavnosti določbe IX. člena ostanejo veljavne, določbe VII. in XV. člena pa veljajo do dokončne poravnave vseh obveznosti.

19.4 Memorandum se podpiše v štirih (4) izvirnikih v angleškem jeziku.

ZA MINISTRSTVO ZA
DRŽAVNO OBRAMBO
KANADE
L.M. Lashkevich l.r.

ZA MINISTRSTVO ZA
OBRAMBO
REPUBLIKE SLOVENIJE
Jožef Žunkovič l.r.

ANNEX A
Detailed Support Arrangements

The table below details the responsibilities of both Participants for the provision of specific support arrangements including the method of payment where applicable. Invoice/payment procedures and Points of Contact are contained in Annex B.

Support, Supply, Services	Requirement	Potential Availability	Method of Payment	Remarks
(a)	(b)	(c)	(d)	(e)
Class I – Subsistence				
1.1 Fresh	The CF will provide food services from its facilities in Camp Julien.		Reimbursable Transaction based on consumption rate per man per	
1.2 Combat Rations	The CF will provide combat rations, if available and in accordance with (IAW) operational needs.		Reimbursable Transaction based on actual consumption.	
1.3 Bottled Water	The CF will provide bottled water for daily consumption and operations stock.		Reimbursable Transaction based on the actual consumption of bottled water as provided through the current contract.	
Class II – General and Technical Stores				
2.1 Storage	The CF will provide suitable space to allow the SICON to erect storage containers or tents.		Reimbursable Transaction.	The CF will assist to source contracted/rented containers.
Class III – Petroleum, Oil and Lubricants (POL)				
3.1 Bulk	The CF will provide F54 and F67 from its bulk fuel point located in Camp Julien.		Reimbursable Transaction based on the quantity (in litres) of fuel issued and based on the average cost per litre of fuel.	
3.2 Packaged	The CF will provide packaged POL products.		Reimbursable Transaction based on actual consumption.	
Class IV – Construction				
4.1 Construction Materiel	All construction projects must be approved and supervised by the CF. TFK must ensure Canadian National Standards and design criteria unique to the camp are followed. When possible the CF will assist to source/procure construction materiel.		Reimbursable Transaction based on actual material used if CF resources are used.	
Class V – Ammunition				
5.1 Ammunition Storage	The CF will provide ammunition storage in the Camp Julien Ammunition Storage Site.		Reimbursable Transaction if additional storage facilities need to be constructed.	SICON ammunition will be stored physically separate from CF holdings.

PRILOGA A
Podrobni dogovori o podpori

V spodnji razpredelnici so podrobno opisane odgovornosti obeh udeležencev pri dogovorih o zagotavljanju podpore, vključno z načinom plačila, kadar je primerno. Postopki izstavljanja računov/plačil in osebe za stike so navedeni v prilogi B.

Podpora, oskrba, storitve	Zahteva	Morebitna razpoložljivost	Način plačila	Opombe
(a)	(b)	(c)	(d)	(e)
I. skupina – Nujne potrebujoče				
1.1 sveža hrana	CF zagotovijo prehrano s svojimi zmogljivosti v bazi Julien.		transakcija za povračilo na podlagi dejanske porabe za osebo na dan	
1.2 bojni obroki	CF zagotovijo bojne obroke, če so razpoložljivi ter v skladu z operativnimi potrebami.		transakcija za povračilo na podlagi dejanske porabe	
1.3 ustekleničena voda	CF zagotovijo ustekleničeno vodo za dnevno porabo in operativno zalogo.		transakcija za povračilo na podlagi dejanske porabe ustekleničene vode, kot je zagotovljena po veljavni pogodbi	
II. skupina – Splošna in tehnična skladišča				
2.1 skladiščenje	CF zagotovijo primeren prostor, ki bo omogočil SICON-u namestitev kontejnerjev ali šotorov za skladiščenje.		transakcija za povračilo	CF pomagajo pri sklenitvi pogodbe za najem kontejnerjev.
III. skupina – Gorivo, olje in maziva (POL)				
3.1 v tekočem stanju	CF zagotovijo F 54 in F 67 iz svoje lokacije za tekoče gorivo v bazi Julien.		transakcija za povračilo na podlagi količine (v litrih) izdanega goriva in povprečnih stroškov za liter goriva	
3.2 pakirano	CF zagotovijo pakirano gorivo, olje in maziva.		transakcija za povračilo na podlagi dejanske porabe	
IV. skupina – Infrastruktura				
4.1 gradbeni material	Vse gradbene projekte morajo odobriti in nadzirati CF. TFK mora zagotoviti, da se spoštujejo kanadski notranji standardi in merila za oblikovanje v bazi Julien. Kadar je mogoče, CF zagotovijo pomoč pri nabavi gradbenega materiala.		transakcija za povračilo na podlagi dejanske porabe materiala, če se uporabljajo viri CF	
V. skupina – Strelivo				
5.1 skladišče za strelivo	CF zagotovijo skladišče za strelivo v bazi Julien na območju za skladiščenje streliva.		transakcija za povračilo, če je treba zgraditi dodatne skladiščne zmogljivosti	Strelivo SICON-a se hrani ločeno od skladišča CF.

Support, Supply, Services	Requirement	Potential Availability	Method of Payment	Remarks
(a)	(b)	(c)	(d)	(e)
Class VI – Amenities				
6.1 CANEX	The CF will permit access.		No profit sharing agreement. However, profits are reinvested into contingent welfare activities and the SICON would indirectly benefit.	CANEX is a Canadian Exchange mini-market type facility that sells toiletries and miscellaneous personnel products.
Class VII – Major End Items				
	Nil.			
Class VIII – Medical				
8.1 Medical Support	The CF will provide NATO Role 2+ medical and dental care on an emergency basis.		Reimbursable Transaction for actual medical and/or dental services rendered.	
Class IX – Repair Parts	Nil.			
Class X – CIMIC	Nil.			
Miscellaneous Services				
11.1 Maintenance	The CF will provide emergency maintenance, recovery services and modular tents if required.		Reimbursable Transaction for actual parts used.	
11.2 Supply	Nil.			
11.3 Sealift	Nil.			
11.4 Airlift	Nil.			
11.5 Ground Transport and Specialist Vehicles	Transportation services on an as available and requested basis.		Reimbursable Transaction for actual services rendered.	The most likely services are heavy lift/lowbed, armoured passenger transport and cargo transport to/from Kabul Afghanistan International Airport (KAIA).
11.6 Laundry	The CF will provide laundry services.		Reimbursable Transaction based on the actual number of laundry bags turned in.	
11.7 Visits	On a space available basis, TFK will provide billeting needed in Camp Julien for visitors.		Reimbursable Transaction based on the actual number of visitors.	Rate based on daily per diem (i.e. food, equitable share of ancillary services)

Podpora, oskrba, storitve	Zahteva	Morebitna razpoložljivost	Način plačila	Opombe
(a)	(b)	(c)	(d)	(e)
VI. skupina – Ugodnosti				
6.1 CANEX	CF dovoljio dostop.		Ni dogovora o delitvi dobička. Dobički se ponovno vlagajo v dejavnosti, namenjene dobremu počutju, od česar ima SICON posredno korist.	CANEX je kanadska manjša samopostrežna trgovina, ki prodaja toaletne potrebščine in različne izdelke za osebno rabo.
VII. skupina – Najpomembnejši končni izdelki				
	Je ni.			
VIII. skupina – Zdravstvene storitve				
8.1 zdravstvena pomoč	CF zagotovijo nujno zdravstveno in zobozdravstveno oskrbo na Natovi ravni 2+.		transakcija za povračilo za dejansko opravljene zdravstvene in/ali zobozdravstvene storitve	
IX. skupina – Nadomestni deli				
X. skupina – CIMIC (uskajevanje civilnih in vojaških dejavnosti)	Je ni.			
Razne storitve				
11.1 vzdrževanje	CF zagotovijo nujne vzdrževalne storitve, popravila in na zahtevo sestavljive šotore.		transakcija za povračilo za dejansko porabljenе dele	
11.2 oskrba	Je ni.			
11.3 prevoz po morju	Je ni.			
11.4 letalski prevoz	Je ni.			
11.5 kopenski prevoz in posebna vozila	CF zagotovijo prevozne storitve glede na njihovo razpoložljivost in zahtevo.		transakcija za povračilo za dejansko opravljene storitve	najverjetnejše storitve so prevoz v težkih/lahkih in oklepnih vozilih, prevoz oseb v oklepnikih in prevoz tovora do afghanistanskega mednarodnega letališča v Kabulu (KAIA) in z njega
11.6 pranje	CF zagotovijo pranje perila.		transakcija za povračilo na podlagi dejanskega števila izročenih vreč perila	
11.7 Obiski	Na podlagi razpoložljivega prostora TFK zagotovijo za plačilo vse potrebno za obiskovalce baze Julien.		transakcija za povračilo na podlagi dejanskega števila obiskovalcev	obračun temelji na dnevni porabi (hrana, primerna delitev dodatnih storitev)

Support, Supply, Services	Requirement	Potential Availability	Method of Payment	Remarks
(a)	(b)	(c)	(d)	(e)
11.8 Welfare and Fitness	The CF will allow access to the Camp Julien fitness facilities The SICON will supplement the existing facilities with additional fitness equipment, if required and as mutually agreed. The CF will make its fitness staff available for advice, training programs and to organize group sports/leisure activities. The CF will permit SICON personnel access to the respective Cafeterias on Camp Julien. The CF will make their religious services available to SICON personnel living in Camp Julien.		The use of Camp Julien Welfare and Fitness facilities constitute a Reimbursable Transaction which will be cost recovered on a proportional basis.	
11.9 Power	The CF will allow the SICON to connect to Camp Julien electrical network/generators.		Reimbursable Transaction for power consumed on a proportional basis.	Generators are 110 V only.
11.10 Garbage	The CF will provide garbage collection.		Reimbursable Transaction on a proportional basis.	
11.11 Office and Work Facilities	The CF will provide office and work facilities inside Camp Julien.		Reimbursable Transaction.	TFK can provide 4 sections of modular tentage for office facilities. Another six could be provided for vehicle maintenance if required. Wood floors and heat will be available. All power will be 110V/60Hz non-European.
11.12 Ablution Facilities	The CF will provide full access to the ablution facilities inside Camp Julien.		Reimbursable Transaction.	This includes common shower and toilet facilities.
11.14 Accommodation	The CF will provide separate sleeping accommodation.		Reimbursable Transaction.	TFK can provide eight sections of modular tentage. Wood floors and heat will be available. All power will be 110V/60Hz non-European.
11.15 Hazardous Materials (HAZMAT)	The CF will provide HAZ-MAT disposal for small amounts of normally occurring substances (i.e. waste POL from vehicle servicing).		Reimbursable Transaction based on a proportional split of the costs to remove routine waste products.	

Podpora, oskrba, storitve	Zahteva	Morebitna razpoložljivost	Način plačila	Opombe
(a)	(b)	(c)	(d)	(e)
11.8 dobro počutje in fitnes	CF dovoljio dostop do fitnes naprav v bazi Julien. SICON dopolni obstoječe naprave z dodatno fitnes opremo, če se to zahteva, in po medsebojnem dogovoru. CF dajo svoje osebje za fitnes na voljo za sestovanje, vadbene programe in organiziranje skupinskih športov/prostočasnih dejavnosti. CF dovoljio SICON-u dostop do ustreznih menz v bazi Julien. CF omogočijo osebju SICON-a, ki prebiva v bazi Julien, udeležbo priverskih obredih.		Uporaba zmogljivosti za dobro počutje in fitnes v bazi Julien pomeni transakcijo za povračilo stroškov, ki se bodo povrnili sorazmerno.	
11.9 energija	CF dovoljio SICON-u priključitev na električno omrežje/generatorje v bazi Julien.		transakcija za povračilo za sorazmerno porabljeno energijo	Generatorji delujejo le pri napetosti 110 V.
11.10 odpadki	CF zagotovijo zbiranje/odvoz odpadkov.		sorazmerna transakcija za povračilo	
11.11 pisarne in delavnice	CF zagotovijo pisarne in delavnice v bazi Julien.		transakcija za povračilo.	TFK lahko zagotovijo štiri prostore v sestavljenih šotorih za pisarne. Naslednjih šest prostorov lahko zagotovijo za vzdrževanje vozil. Leseni podi in ogrevanje so na razpolago. Vsa električna energija deluje pri 110V/60Hz po neevropskih standardih.
11.12 sanitarni prostori	CF zagotovijo popoln dostop do sanitarnih prostorov v bazi Julien.		transakcija za povračilo	Navedeno zajema umivalnice in toaletne prostore.
11.13 nastanitev	CF zagotovijo ločene spalnice.		transakcija za povračilo	TFK lahko zagotovijo osem prostorov v sestavljenem šotoru. Leseni podi in ogrevanje so na razpolago. Vsa električna energija deluje pri 110V/60Hz po neevropskih standardih.
11.14 nevarne snovi (HAZMAT)	CF zagotovijo odstranjevanje nevarnih snovi za majhne količine običajnih snovi (npr. odpadno gorivo, olje in maziva iz vozil v uporabi).		transakcija za povračilo na podlagi sorazmerne delitve stroškov za odstranjevanje dnevnih odpadkov	

Support, Supply, Services	Requirement	Potential Availability	Method of Payment	Remarks
(a)	(b)	(c)	(d)	(e)
11.16 Fire Services	TFK will provide all fire fighting services. The Sl-CON will abide by Camp Julien fire regulations and conduct regular inspections.		Reimbursable Transaction.	
11.17 Mortuary Services	The CF will provide storage of the remains of a SAF soldier in a temporary morgue facility, assist in the transport of remains to the Theatre morgue facility in Kabul and assist with the loan of a refrigerated casket if available.		Reimbursable Transaction for actual services rendered.	
Communications				
12.1 Signals	The CF will provide a trunk line to the SICON to enable them to connect to the Camp Julien telephone system.		Reimbursable Transaction.	Access to the camp switchboard will be restricted to local/ISAF calls only. No international access will be permitted. SAF will provide its own communication systems, including telephone and data (secure and non-secure) and communication link back to Slovenia.
12.2 Morale Telephone and Internet Access	The CF will permit the SAF access to morale telephone and internet subject to availability.		Reimbursable Transaction based on actual usage.	Morale Telephone services are subject to feasibility of rear link to Slovenia.

Podpora, oskrba, storitve	Zahteva	Morebitna razpoložljivost	Način plačila	Opombe
(a)	(b)	(c)	(d)	(e)
11.15 gasilske storitve	TFK zagotovijo vse storitve za gašenje požarov. SICON se seznani z vsemi protipožarnimi predpisi v bazi Julien ter opravlja redni nadzor.		transakcija za povračilo	
11.16 pogrebne storitve	CF zagotovijo shranjevanje posmrtnih ostankov pripadnikov Slovenske vojske v začasnih namenskih prostorih, pomagajo pri prevozu posmrtnih ostankov v mrtvašnico v Kabulu in na podlagi razpoložljivih zmogljivosti ji zagotovijo možnost najema krste s hlajenjem.		transakcija za povračilo za dejansko najete storitve	

Povezave

12.1 zvezze	CF zagotovijo glavni vod do slovenskega kontingenta in mu omogočijo priključitev na telefonski sistem v bazi Julien.		transakcija za povračilo	Dostop do glavnega voda bo strogo in izključno omejen samo do lokalnih klicev na območju Isafa. Mednarodni klici ne bodo dovoljeni. SV zagotovi lastne sisteme zvez, vključno s telefonskimi in podatkovnimi (zavarovanimi/nezavarovanimi), in povezavo do Slovenije.
12.2 javni telefon in internet	CF Slovenski vojski dovolijo dostop do javnih telefonov in interneta, če so na voljo.		transakcija za povračilo na podlagi dejanske porabe	Javne telefonske storitve so mogoče le, če obstaja povratna zveza s Slovenijo.

ANNEX B**Points of Contact and Invoice and Payment Procedures****Ordering POCs**

Commander SICON and Commander CF TFK will identify Points of Contact (POCs) who are authorized to initiate Orders under this MOU.

CF Support to the SICON

1. Invoices seeking payment under this MOU, accompanied by appropriate supporting documentation for CF support will be provided to the SICON commander for approval prior to submission to the following address:

1.BRIGADA SV
lt. Jernej PETERNELJ
vojašnica Franc Rozman – Stane
Leskovškova 7
p.p. 4507
1000 LJUBLJANA
SLOVENIA
Ph: 00386 1 6111 6160
Fax: 00386 1 6111 6350

2. Invoices valued in Canadian dollars should show the following basic information.

- a. The date;
- b. The amount invoiced (exclusive of any exempt taxes);
- c. Description of the LSSS provided and/or refer to an attached copy of the completed Order/Receipt form;
- d. The amount and description of any taxes charged; and

e. Detailed Instructions necessary to effect Payment including Bank Account/Transfer Information, Payee Title, Point of Contact information.

3. Payment by the SAF to the CF will be made:

- a. Within forty-five to ninety (45-90) days following the date of receipt of a duly completed invoice; or

b. If the SAF has any objection to the form or amount of an invoice, it will notify the CF within thirty (30) days of its receipt. Failure by the SAF to act within thirty (30) days will only result in the date specified in paragraphs 2(a) and (b) of this clause applying for the sole purpose of calculating interest on overdue accounts.

4. Unless otherwise clearly stipulated on the invoice presented for payment, payments for CF services provided to the SAF will be made in Canadian dollars as stipulated on the invoice and may be made by:

a. Wire transfer:

The Paying Office(r) and/or Remitting Bank will use/provide the following explicit instructions/information to effect payment by wire transfer:

Please pay through: SWIFT CODE: TDOMCATT
Toronto Dominion Bank

TD International Center
Toronto, Canada

Beneficiary bank: A/C No. 250103-01037
Bank of America, N.A. Canada Branch
Foreign Currency Services

PRILOGA B**Osebe za stike in postopki izstavljanja računov in plačil****Osebe za stike za naročanje**

Poveljnik slovenskega kontingenta in poveljnik CF TFK določita osebe za stike, pooblašcene za izdajanje naročilnic na podlagi tega memoranduma.

Podpora CF slovenskemu kontingentu

1. Računi, ki jih je treba plačati po tem memorandumu in jim je priložena ustrezna dokumentacija za plačilo podpore, ki so jo CF zagotovile, se predložijo poveljniku slovenskega kontingenta v odobritev, preden se pošljejo na navedeni naslov:

1. BRIGADA SV
por. Jernej PETERNELJ
vojašnica Franc Rozman – Stane
Leskovškova 7
p. p. 4507
1000 LJUBLJANA
SLOVENIJA
tel.: 00386 1 6111 6160
faks: 00386 1 6111 6350

2. Na računih z vrednostjo v kanadskih dolarjih je treba navesti te podatke:

- a. datum;
- b. zaračunani znesek (brez vseh oproščenih davkov);
- c. opis zagotovljene logistične podpore in/ali sklicevanje na priloženo kopijo izpolnjene naročilnice/potrdila o prejemu;
- d. znesek in opis vseh obračunanih davkov in
- e. podrobna navodila, potrebna za nakazilo, vključno z bančnim računom/podatki za nakazilo, nazivom prejemnika, podatki o osebi za stike.

3. Plačilo Slovenske vojske namenskim silam se opravi:

- a. v petinštiridesetih do devetdesetih (45–90) dneh od dneva prejema pravilno izpoljenega računa
ali
- b. če ima SV kakršen koli ugovor v zvezi z obliko ali zneskom računa, o tem obvesti CF v tridesetih (30) dneh po njegovem prejemu. Če SV ne izpolni obveznosti v tridesetih (30) dneh, se uporabi datum, naveden v točkah a in b drugega odstavka te določbe, ki se uporablja izključno za izračun zamudnih obresti za plačila.

4. Če ni nedvoumno drugače določeno v predloženem računu za plačilo, se plačila za storitve, ki jih CF zagotovijo SV, plačajo v kanadskih dolarjih, kot je določeno v računu, kot sledi:

a. elektronski prenos plačila:

plačnik in/ali banka plačnica bo upoštevala/izvedla naslednja natančno določena navodila/informacije za plačilo z elektronskim prenosom:

plačati na: SWIFT CODE: TDOMCATT
Toronto Dominion Bank

TD International Center
Toronto, Canada

banka prejemnika: številka računa: 250103-01037
Bank of America, N. A. Canada Branch
Foreign Currency Services

Beneficiary: Customer #20024
Receiver General for Canada
Beneficiary information: {CF Invoice/Billing Reference Number}
Instructions for pay thru bank: Please advise beneficiary bank via SWIFT.
By order of: Name of Originator or Remitting Party
Details of charges: OUR

Note: "OUR" code must be used to ensure that all WT charges are borne by the payer. Canada will not accept any charges related to the use of Wire Transfers.

** All Payments should reference the relevant CF Invoice Number

SICON Support to the CF TFK

5. Invoices, accompanied by appropriate supporting documentation seeking payment for SICON support provided to the CF TFK under this MOU will be submitted to:

Commander
CF TFK Kabul
Attention: NCE Comptroller

OR

Director of Financial Operations
Attention: J8 FCC
National Defence Headquarters
101 Col By Drive
Ottawa, Ontario Canada, K1A 0K2
Ph: ...(613) 992-0791
Fax: ...613) 996-2931

6. Invoices should show the following basic information.

- a. The date;
- b. The amount invoiced (exclusive of any exempt taxes);
- c. Description of the LSSS provided and/or refer to an attached copy of the completed Order/Receipt form
- d. The amount and description of any taxes charged; and
- e. Detailed Instructions necessary to effect Payment including Bank Account/Transfer Information, Payee Title, Point of Contact information.

7. Payment by the CF to the SAF will be made:

- a. Within forty-five to ninety (45-90) days following the date of receipt of a duly completed invoice; or

b. If the CF has any objection to the form or amount of an invoice, it will notify the SAF within thirty (30) days of its receipt. Failure by the CF to act within thirty (30) days will only result in the date specified in paragraphs 2(a) and (b) of this clause applying for the sole purpose of calculating interest on overdue accounts.

8. Unless otherwise clearly stipulated on the invoice presented for payment, payments for SAF services provided to the CF TFK will be made in Euros as stipulated on the invoice and may be made by

a. Wire Transfer as follows:

The Paying Officer and/or Remitting Bank will use/provide the following explicit instructions/information to effect payment by wire transfer:

prejemnik: stranka #20024
glavni prejemnik za Kanado
podatki o prejemniku: {račun CF/sklicna številka računa}
navodila za plačilo
prek banke: Prosimo, obvestite banko prejemnika prek prejemnikove oznake SWIFT.
na podlagi naročilnice: ime izdajatelja ali plačnika
podatki o stroških prenosa: OUR (stroške poravnava plačnik)

Opomba: oznaka OUR se mora uporabljati zaradi zagotovitve, da bo vse stroške elektronskega prenosa poravnal plačnik. Kanada ne bo potrdila nobenih stroškov za uporabo elektronskih prenosov plačil.

** Pri vseh plačilih mora biti navedena sklicna številka računa CF.

Podpora slovenskega kontingenta CF TFK

5. Računi, ki jih je priložena ustrezna dokumentacija za plačilo podpore, ki jo je SICON zagotovil CF TFK po tem memorandumu, se predložijo:

poveljniku CF TFK v Kabulu

v vednost: nadzorniku računov NCE

ALI

načelniku za finančne zadeve
v vednost: J8 FCC
Državni obrambni štab
101 Col By Drive
Ottawa, Ontario Kanada, K1A 0K2
telefon: ...(613) 992-0791
faks: ...(613) 996-2931

6. Na računih je treba navesti te osnovne podatke:

- a. datum;
- b. zaračunani znesek (brez vseh oproščenih davkov);
- c. opis zagotovljene logistične podpore in/ali sklicevanje na priloženo kopijo izpolnjene naročilnice/potrdila o prejemu;
- d. znesek in opis vseh obračunanih davkov in
- e. podrobna navodila, potrebna za nakazilo, vključno z bančnim računom/podatki za nakazilo, naslovom prejemnika, podatki o osebi za stike.

7. Plačilo CF Slovenski vojski se opravi:

- a. v petinštiridesetih do devetdesetih (45–90) dneh od dneva prejema pravilno izpoljenega računa ali
- b. če imajo CF kakršen koli ugovor v zvezi z obliko ali zneskom računa, o tem obvestijo SV v tridesetih (30) dneh po njegovem prejemu. Če CF ne izpolnijo obveznosti v tridesetih (30) dneh, se uporabi datum, naveden v točkah a in b drugega odstavka te določbe, ki se uporablja izključno za izračun zamudnih obresti za plačilo.

9. Če ni nedvoumno drugače določeno v predloženem računu za plačilo, se storitve, ki jih Slovenska vojska zagotovi CF TFK, plačajo v evrih, kot je določeno na računu, in se lahko nakažejo

a. z elektronskim prenosom, kot sledi:

Plačnik in/ali banka plačnica bo upoštevala/izvedla naslednja natančno določena navodila/informacije za plačilo z elektronskim prenosom:

Wire Transfer Payment to:

Please pay through: BANK MONTREAL
 129 Rue St-Jacques
 MONTREAL, CANADA
 SWIFT CODE: BOFMCCAM2

Beneficiary bank: A/C No. 01100-6370191114
 BANKA SLOVENIJA
 Slovenska cesta 35
 1505 LJUBLJANA
 SWIFT CODE: BSLJSI2X
 IBAN CODE: SI56011006370191114

Beneficiary: MINISTRSTVO ZA OBRAMBO
 REPUBLIKE SLOVENIJE
 Kardeljeva ploščad 25,
 1000 LJUBLJANA,
 SLOVENIJA, PU 19143

Beneficiary information: {ISAF – CF Invoice/Billing Reference Number}

Instructions for payment

through bank: Please advise beneficiary bank via SWIFT.

By order of: Name of Originator or Remitting party
 Details of charges: OUR

** All Payments should reference the relevant CF Invoice Number

Annex C to DND/SAF MOU for ISAF (2003122739)**INSTRUCTIONS FOR COMPLETING THE NATO STANDARD FORM FOR REQUEST, RECEIPT AND RETURN OR INVOICE**

(Numbers in left margin correspond to block numbers on the NATO Standard Form at Annex B)

1. Insert national control or document numbers.
2. Identify support agreement being cited as authority to initiate request.
3. Insert type of aircraft / vehicle / ship and registration / hull number and Home station / port.
9. Fill in only if not identical with requesting party listed in block 4.
16. Insert additional costs such as transport, packing, fees, customs, etc.
17. The method of compensation under this MOU is Cash. Deferred reimbursement and Replacement-in-kind are not to be used.
20. The signature in this block certifies the quantity of its items received and does not imply a waiver of the right to warranty claims, if appropriate.
21. If "with charge" box is checked, fill in the actual costs in block 16.
- 22.-26. Completed by the invoicing authority.
- 24.+26. Reserved for U.S. Forces only.
32. Costs are usually displayed in the currency of the Providing Participant.
- 33.-35. Completed by the Invoicing Unit.

elektronski prenos plačila na:

Nakazati prek: BANK MONTREAL
129 Rue St-Jacques
MONTREAL, CANADA
SWIFT CODE: BOFMCCAM2

Banka prejemnika: A/C številka 01100-6370191114
BANKA SLOVENIJE
Slovenska cesta 35
1505 Ljubljana
SWIFT oznaka: BSLJSI2X
IBAN oznaka: SI56011006370191114

Prejemnik: MINISTRSTVO ZA OBRAMBO
REPUBLIKE SLOVENIJE
Kardeljeva ploščad 25
1000 LJUBLJANA
SLOVENIJA
PU 19143

Podatki o prejemniku: {ISAF – račun CF/sklicna številka
računa}

Navodila za plačilo prek
banke: Prosimo, obvestite banko prejemnika prek
oznake SWIFT.

Na podlagi naročilnice: Ime izdajatelja ali plačnika

Podatki o stroških prenosa: OUR

** Pri vseh plačilih mora biti navedena sklicna številka
CF računa.

Priloga C k DND/MOD MOS za ISAF (2003122739)**NAVODILA ZA IZPOLNJEVANJE NATOVEGA
STANDARDNEGA OBRAZCA ZA ZAHTEVEK,
POTRDILO IN POVRAČILO ALI RAČUN**

(Številke na levem robu ustrezajo številкам v okencih
Natovega standardnega obrazca v prilogi C)

1. Vpišite številko državnega nadzora ali številko dokumenta.
2. Navedite sporazum o podpori, ki se navaja kot pooblastilo za oddajo zahtevka.
3. Vpišite vrsto letala/vozila/ladje ter registrsko številko/ številko ladijskega trupa in matične postaje/pristanišča.
9. Izpolnite samo, če ni prosilec v okencu 4 enak oskrbovancu.
16. Vpišite dodatne stroške, kot so prevoz, pakiranje, pristojbine, carine itd.
17. Vračila po tem memorandumu so gotovinska. Odložena plačila in nadomestila v naravi se ne uporabljajo.
20. Podpis v tem okencu potrjuje količino prejetih izdelkov in ne pomeni odpovedi pravice do garancijskih zahtevkov, če je primerno.
21. Če je okence "zaračunano" označeno, vpišite dejanske stroške v okence 16.
 - 22.– 26. Izpolni organ, ki izda račun.
 - 24.+26. Samo za ameriške oborožene sile.
 - 32. Stroški se po navadi navedejo v valuti udeleženca dobavitelja.
 - 33.– 35. Izpolni enota, ki izda račun.

Annex C to SAF/CF ISAF Support MOU - 2003122739

NATO STANDARD FORM FOR REQUEST, RECEIPT AND RETURN OR INVOICE ANNEX A TO STANAG 2034
BRIEFVORM A VAN STANAG 2034 VOOR VRAAG,ontvangst EN TERUGSTELLEN OF INVOICING

Distribution	A. <input type="checkbox"/> REQUEST / DEMANDE <input type="checkbox"/> RETURN / RESTITUTION	C. <input type="checkbox"/> INVOICE / FACTURE
1. Requisition number / No de la demande	4. From / De (Demanding party / Demandeur)	5. Nation
2. Support agreement / Accord de règlement	6. To / A (Providing party / Fournisseur)	7. Nation(s)
3. Means of transport /Aircraft/Vehicle/Ship Moyen de transport/Aéronav/Vehicle/Navire	8. Time and place of delivery requested / Lieu et date de livraison demandée	9. Receiving party / Destinataire
11. 12.	10. Name / Nom, Rank / Grade, Signature No NATO Stock No/N° de Stock de l'OTAN Description	11. Date
	12. Name / Nom, Rank / Grade, Signature No NATO Stock No/N° de Stock de l'OTAN Description	13. Date
	14. Measure unit / Unité de mesure	15. Quantity requested / Quantité demandée
	16. Other costs / Autres frais	17. Method of compensation / Mode de compensation
	18. Authorization by official of issuing party / Autorisation du responsable officiel Name / Nom, Rank / Grade, Signature	19. Agreed date of return / Date de restitution
	20. Receipt accepted /Reçu en bonne et due forme Place and date / Lieu et date	21. Transportation / Transport <input type="checkbox"/> Free of charge / Gratuit <input type="checkbox"/> With charge A titre onéreux
	22. Invoking authority / Service de facturation	23. Invoice number / No de la facture / Date
	24. Transaction code (US – use only)	25. Transportation document No / No du bordereau d'envoi
	26. Account No (US – use only)	27. Unit price / Prix unitaire
	28.	29.
	30. Attachment and vouchers Pièces justificatives	31. Total amount claimed / Total de la facture
	32. Currency / Monnaie	
	33. Payable to / Payable à Account No / No de compte	34. I certify that the amount invoiced is exclusive of all taxes for which exemption has been granted under provision of existing agreements and that the invoice is correct. Je certifie l'exclusivité de la présente facture; son montant n'inclut aucune des taxes dont l'exemption est accordée en vertu d'accords en vigueur.
	35. Name / Nom, Rank / Grade, Signature	

NATOV STANDARDNI OBRAZEC ZA ZAHTEVKE, PONOVNO VZETI V UPORABO 1.1.2014

3. člen

Za izvajanje memoranduma skrbi Ministrstvo za obrambo.

4. člen

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

Št. 00724-91/2005/3

Ljubljana, dne 6. oktobra 2005

EVA 2005-1811-0030

Vlada Republike Slovenije

Janez Janša l. r.
Predsednik

69. Uredba o ratifikaciji Sporazuma med Vlado Republike Slovenije in Organizacijo Severnoatlantske pogodbe o sodelovanju enot Slovenske vojske v sestavi Mednarodnih varnostnih sil za pomoč (ISAF) v Afganistanu

Na podlagi tretje alinee petega odstavka 75. člena Zakona o zunanjih zadevah (Uradni list RS, št. 113/03 – uradno prečiščeno besedilo) izdaja Vlada Republike Slovenije

UREDBO

**O RATIFIKACIJI SPORAZUMA MED VLADO REPUBLIKE SLOVENIJE IN ORGANIZACIJO
SEVERNOATLANTSKE POGODBE O SODELOVANJU ENOT SLOVENSKE VOJSKE V SESTAVI
MEDNARODNIH VARNOSTNIH SIL ZA POMOČ (ISAF) V AFGANISTANU**

1. člen

Ratificira se Sporazum med Vlado Republike Slovenije in Organizacijo Severnoatlantske pogodbe o sodelovanju enot Slovenske vojske v sestavi Mednarodnih varnostnih sil za pomoč (ISAF) v Afganistanu, sklenjen z izmenjavo pisem 15. marca 2004 in 16. marca 2004.

2. člen

Besedilo sporazuma se v izvirniku v angleškem jeziku in v prevodu v slovenskem jeziku glasi:

NORTH ATLANTIC TREATY ORGANISATION
SECRETARY GENERAL
Jaap de Hoop Scheffer

SG(2004)0335

15 March 2004

Dear Ambassador,

I have the honour to refer to the UN Security Council Resolution 1386 dated 20 December 2001 providing in the establishment of an International Security Force In Afghanistan (ISAF), extended under UN Security Council Resolution 1413 dated 23 May 2002 and UN Security Council Resolution 1444 dated 27 November 2002 and UN Security Council Resolution 1510 dated 13 October 2003 further extending the mandate of ISAF.

In accordance with these UN Security Council Resolutions, the North Atlantic Treaty Organisation decided to take over the lead of ISAF on 11 August 2003. The North Atlantic Council agreed in principle to a further expansion of ISAF.

Therefore, based upon previous discussions and communications, I accept with appreciation the offer of the Government of Republic of Slovenia to provide to ISAF a Light Reconnaissance Team, a National Support Element and a Staff Component for work in the HQ ISAF consisting of a maximum of 18 personnel. It is my understanding that it is the intention of the Government of the Republic of Slovenia to maintain its participation in ISAF for a period of at least 6 months, which may be extended by mutual agreement.

The principles concerning the establishment, functions and responsibilities of ISAF are set out in the relevant UN Security Council Resolutions and NATO operational planning documents. It is understood that your ultimate decision with respect to participation will be contingent upon your acceptance of the provisions of these documents. I seek your agreement that the Slovenian contingent shall conduct itself in accordance with the terms of these documents and any changes to them throughout the course of the operation. Also, I would like to emphasise the importance of continuity of service of units in ISAF and to seek your Agreement that the Slovenian contingent will not be withdrawn without at least 6 months prior notification to the Commander, ISAF (COMISAF), except as otherwise agreed.

ORGANIZACIJA SEVERNOATLANTSKE POGODBE
Generalni sekretar
Jaap de Hoop Scheffer

SG (2004) 0335

15. marec 2004

Spoštovani veleposlanik,

čast mi je sklicevati se na Resolucijo Varnostnega sveta Združenih narodov št. 1386 z dne 20. decembra 2001, ki doča ustanovitev Mednarodnih varnostnih sil v Afganistanu (ISAF), Resolucijo Varnostnega sveta Združenih narodov št. 1413 z dne 23. maja 2002, ki podaljšuje njihov mandat, in Resolucijo Varnostnega sveta Združenih narodov št. 1444 z dne 27. novembra 2002 ter Resolucijo Varnostnega sveta Združenih narodov št. 1510 z dne 13. oktobra 2003, ki do datno podaljšjeta mandat Isafu.

V skladu s temi resolucijami Varnostnega sveta Združenih narodov se je Organizacija Severnoatlantske pogodbe odločila, da 11. avgusta 2003 prevzame vodenje Isafa. Severnoatlantski svet se je načeloma strinjal z nadaljnjo širitevijo Isafa.

Na podlagi predhodnih pogovorov in obvestil hvaležno sprejemam ponudbo Vlade Republike Slovenije, da v Isaf prispeva lahko izvidniško enoto, nacionalno podporno enoto in osebje za delo v glavnem poveljstvu Isafa, ki jih sestavlja največ 18 oseb. Kot razumem, namerava Vlada Republike Slovenije sodelovati v Isafu za obdobje najmanj šest mesecev, ki se lahko sporazumno podaljša.

Načela o ustanovitvi, nalogah in odgovornosti Isafa so opredeljena v ustreznih resolucijah Varnostnega sveta Združenih narodov in Natovih operativno načrtovalnih dokumentih. Razume se, da bo vaša končna odločitev o sodelovanju odvisna od vašega sprejetja določb teh dokumentov. Prosim vas za soglasje, da bo slovenski kontingent med potekom operacije ravnal v skladu z določbami teh dokumentov in vseh njihovih sprememb. Prav tako bi želel poudariti pomembnost neprekinjenega sodelovanja enot v Isafu in vas prosim za soglasje, da slovenski kontingent ne bo umaknjen brez predhodnega uradnega obvestila poveljniku Isafa (COMISAF) najmanj šest mesecev vnaprej, razen če ni drugače dogovorjeno.

I draw your attention to UN Security Council Resolution 1386 and other subsequent relevant UN Security Council Resolutions, the Agreement on Provisional Arrangements in Afghanistan pending the re-establishment of Permanent Government Institutions (so-called Bonn Agreement), the Military Technical Agreement dated 4 January 2002 as revised and other agreements which may be concluded relating to the rights, obligations, privileges and immunities of ISAF and its constituent elements when present in the territory of Afghanistan. I trust you will confirm that the appropriate authorities of your national contingent shall take the necessary measures to assure the maintenance of proper discipline of your personnel and to exercise jurisdiction with respect to any crime or disciplinary offence which might be committed by your personnel.

With reference to OPLAN 10419 (REV1) – ISAF and any other follow-up OPLANS related to an extended mandate of ISAF, I seek your agreement that national contingents provided to ISAF, having fully arrived in the Area of Operations and having been assessed as capable of performing its assigned ISAF mission, are transferred at a minimum of operational control to the Supreme Allied Commander Europe (SACEUR) and subject to NATO authorised Rules of Engagement. SACEUR, who will assume overall responsibility of this operation, will further designate the Commander in Chief Northern Europe (CINCNORTH) as Joint Force Commander (JFC) who, in turn, provides direction to a Commander, ISAF (COMISAF). The COMISAF will issue orders to the national contingents through the chain of command established by him. Non-NATO nations will retain national command of their own contingents.

The exchange of NATO and ISAF classified information between NATO and non-NATO nations will be carried out in accordance with adequate security arrangements to be executed by all participating Nations.

Any issues not covered in the present letter remain the responsibility of the Government of the Republic of Slovenia and will not entail any financial responsibility of NATO or any of the other national constituent elements of ISAF.

Troop contributing Nations can address issues of a political nature concerning the operation to the NATO Secretary General.

COMISAF will utilise national contingents in accordance with their capabilities taking into account the advice of the contingent Commander.

I have the honour to propose that this letter and your reply confirming the agreement of your Government to the terms thereof shall constitute an Agreement which shall enter into force when all internal legal procedures within the Republic of Slovenia have been fulfilled; this Agreement shall be applied provisionally as from the date of your reply.

Yours sincerely,
Jaap de Hoop Scheffer

His Excellency
Mr Matjaž Šinkovec
Ambassador
Head of the Mission of the
Republic of Slovenia
to NATO

Opozarjam vas na Resolucijo Varnostnega sveta Združenih narodov št. 1386 in poznejše ustrezne resolucije Varnostnega sveta Združenih narodov, Sporazum o začasnih ureditvah v Afganistanu do ponovne vzpostavitev stalnih vladnih institucij (Bonski sporazum), Vojški tehnični sporazum z dne 4. januarja 2002 s spremembami ter druge sporazume, ki se lahko sklenejo v zvezi s pravicami, obveznostmi, privilegiji in imunitetami Isafa in njegovih enot v sestavi med prisotnostjo v Afganistanu. Prepričan sem, da boste potrdili, da bodo ustrezni organi vašega nacionalnega kontingenta sprejeli potrebne ukrepe za zagotovitev ustrezne discipline vaših pripadnikov in izvajanje sodne pristojnosti za morebitna kazniva dejanja ali disciplinske prekrške vaših pripadnikov.

V skladu z operativnim načrtom OPLAN 10419 (REV1) – ISAF in vsemi drugimi naslednjimi operativnimi načrti, povezanimi s podaljšanim mandatom Isafa, vas prosim za soglasje, da bo slovenski kontingent v Isafu po dokončnem prihodu na območje operacije in potem ko bo ocenjeno, da je sposoben opravljati dodeljene naloge v Isafu, razporenjen vsaj pod operativni nadzor vrhovnega poveljnika zavezniških sil v Evropi (SACEUR) in bodo zarj veljala Natova pravila za delovanje. SACEUR, ki bo prevzel celotno odgovornost za to operacijo, bo imenoval vrhovnega poveljnika za Severno Evropo (CINCNORTH) kot poveljnika združenih sil (JFC), ta pa dajal usmeritve poveljniku Isafa (COMISAF). COMISAF bo izdajal povelja nacionalnim kontingentom po liniji poveljevanja, ki jo bo sam vzpostavil. Države, ki niso članice Nata, bodo obdržale nacionalno poveljevanje svojim kontingentom.

Tajni podatki Nata in Isafa se bodo izmenjivali med državami članicami Nata in državami, ki niso članice Nata, v skladu z ustreznimi varnostnimi sporazumi, ki jih bodo izvajale vse države udeleženke.

Za vsa vprašanja, ki niso zajeta v tem pismu, je odgovorna Vlada Republike Slovenije in nimajo nobenih finančnih posledic za Nato ali katere koli druge nacionalne enote v sestavi Isafa.

Države, ki prispevajo pripadnike, se lahko obrnejo na generalnega sekretarja Nata s kakršnim koli političnim vprašanjem v zvezi s to operacijo.

Ob upoštevanju nasvetov poveljnika kontingenta bo COMISAF uporabljal nacionalne kontingente v skladu z njihovimi zmogljivostmi.

Čast imam predlagati, da to pismo in vaš odgovor, ki potruje, da vaša vlada soglaša z njegovimi določili, sestavlja sporazum, ki začne veljati, ko so končani vsi notranjepravni postopki v Republiki Sloveniji; sporazum pa se začasno uporablja od dneva vašega odgovora.

S spoštovanjem
Jaap de Hoop Scheffer I.r.

Njegova ekscelanca
gospod Matjaž Šinkovec
veleposlanik
vodja Misije Republike
Slovenije pri Natu

The Ambassador
Head of Mission
of the Republic of Slovenia
to NATO and WEU

No.: 003/04

16 March 2004

Dear Secretary General,

I have the honour to acknowledge the receipt of your letter of 15 March 2004 which reads as follows:

"I have the honour to refer to the UN Security Council Resolution 1386 dated 20 December 2001 providing in the establishment of an International Security Force In Afghanistan (ISAF), extended under UN Security Council Resolution 1413 dated 23 May 2002 and UN Security Council Resolution 1444 dated 27 November 2002 and UN Security Council Resolution 1510 dated 13 October 2003 further extending the mandate of ISAF.

In accordance with these UN Security Council Resolutions, the North Atlantic Treaty Organisation decided to take over the lead of ISAF on 11 August 2003. The North Atlantic Council agreed in principle to a further expansion of ISAF.

Therefore, based upon previous discussions and communications, I accept with appreciation the offer of the Government of Republic of Slovenia to provide to ISAF a Light Reconnaissance Team, a National Support Element and a Staff Component for work in the HQ ISAF consisting of a maximum of 18 personnel. It is my understanding that it is the intention of the Government of the Republic of Slovenia to maintain its participation in ISAF for a period of at least 6 months, which may be extended by mutual agreement.

The principles concerning the establishment, functions and responsibilities of ISAF are set out in the relevant UN Security Council Resolutions and NATO operational planning documents. It is understood that your ultimate decision with respect to participation will be contingent upon your acceptance of the provisions of these documents. I seek your agreement that the Slovenian contingent (SICON) shall conduct itself in accordance with the terms of these documents and any changes to them throughout the course of the operation. Also, I would like to emphasise the importance of continuity of service of units in ISAF and to seek your agreement that the Slovenian contingent will not be withdrawn without at least 6 months prior notification to the Commander, ISAF (COMISAF), except as otherwise agreed.

I draw your attention to UN Security Council Resolution 1386 and other subsequent relevant UN Security Council Resolutions, the Agreement on Provisional Arrangements in Afghanistan pending the re-establishment of Permanent Government Institutions (so-called Bonn Agreement), the Military Technical Agreement dated 4 January 2002 as revised and other agreements which may be concluded relating to the rights, obligations, privileges and immunities of ISAF and its constituent elements when present in the territory of Afghanistan. I trust you will confirm that the appropriate authorities of your national contingent shall take the necessary measures to assure the maintenance of proper discipline of your personnel and to exercise jurisdiction with respect to any crime or disciplinary offence which might be committed by your personnel.

Veleposlanik
Vodja Stalne misije
Republike Slovenije
pri NATU in WEU

Št.: 003/04

16. marec 2004

Spoštovani generalni sekretar,

čast imam potrditi prejem vašega pisma z dne 15. marca 2004, ki se glasi:

»Čast mi je sklicevati se na Resolucijo Varnostnega sveta Združenih narodov št. 1386 z dne 20. decembra 2001, ki določa ustanovitev Mednarodnih varnostnih sil v Afganistanu (ISAF), Resolucijo Varnostnega sveta Združenih narodov št. 1413 z dne 23. maja 2002, ki podaljšuje njihov mandat, in Resolucijo Varnostnega sveta Združenih narodov št. 1444 z dne 27. novembra 2002 ter Resolucijo Varnostnega sveta Združenih narodov št. 1510 z dne 13. oktobra 2003, ki do datno podaljšuje mandat Isafu.

V skladu s temi resolucijami Varnostnega sveta Združenih narodov se je Organizacija Severnoatlantske pogodbe odločila, da 11. avgusta 2003 prevzame vodenje Isafa. Severnoatlantski svet se je načeloma strinjal z nadaljnjo širitevijo Isafa.

Na podlagi predhodnih pogоворов in obvestil hvaležno sprejemam ponudbo Vlade Republike Slovenije, da v Isaf prispeva lahko izvidniško enoto, nacionalno podporno enoto in osebje za delo v glavnem poveljstvu Isafa, ki jih sestavlja največ 18 oseb. Kot razumem, namerava Vlada Republike Slovenije sodelovati v Isafu za obdobje najmanj šest mesecev, ki se lahko sporazumno podaljša.

Načela o ustanovitvi, nalogah in odgovornosti Isafa so opredeljena v ustreznih resolucijah Varnostnega sveta Združenih narodov in Natovih operativnocahtovalnih dokumentih. Razume se, da bo vaša končna odločitev o sodelovanju odvisna od vašega sprejetja določb teh dokumentov. Prosim vas za soglasje, da bo slovenski kontingent med potekom operacije ravnal v skladu z določbami teh dokumentov in vseh njihovih sprememb. Prav tako bi želel poudariti pomembnost nepreklenjenega sodelovanja enot v Isafu in vas prosim za soglasje, da slovenski kontingent ne bo umaknjen brez predhodnega uradnega obvestila poveljniku Isafa (COMISAF) najmanj šest mesecev vnaprej, razen če ni drugače dogovorjeno.

Opozarjam vas na Resolucijo Varnostnega sveta Združenih narodov št. 1386 in poznejše ustrezne resolucije Varnostnega sveta Združenih narodov, Sporazum o začasnih ureditvah v Afganistanu do ponovne vzpostavitve stalnih vladnih institucij (Bonski sporazum), Vojški tehnični sporazum z dne 4. januarja 2002 s spremembami ter druge spozume, ki se lahko sklenejo v zvezi s pravicami, obveznostmi, privilegiji in imunitetami Isafa in njegovih enot v sestavi med prisotnostjo v Afganistanu. Prepričan sem, da boste potrdili, da bodo ustrezni organi vašega nacionalnega kontingenta sprejeli potrebne ukrepe za zagotovitev ustrezne discipline vaših pripadnikov in izvajanje sodne pristojnosti za morebitna kazniva dejanja ali disciplinske prekrške vaših pripadnikov.

With reference to OPLAN 10419 (REV1) – ISAF and any other follow-up OPLANS related to an extended mandate of ISAF, I seek your agreement that national contingents provided to ISAF, having fully arrived in the Area of Operations and having been assessed as capable of performing its assigned ISAF mission, are transferred at a minimum of operational control to the Supreme Allied Commander Europe (SACEUR) and subject to NATO authorised Rules of Engagement. SACEUR, who will assume overall responsibility of this operation, will further designate the Commander in Chief Northern Europe (CINCNORTH) as Joint Force Commander (JFC) who, in turn, provides direction to a Commander, ISAF (COMISAF). The COMISAF will issue orders to the national contingents through the chain of command established by him. Non-NATO nations will retain national command of their own contingents.

The exchange of NATO and ISAF classified information between NATO and non-NATO nations will be carried out in accordance with adequate security arrangements to be executed by all participating Nations.

Any issues not covered in the present letter remain the responsibility of the Government of the Republic of Slovenia and will not entail any financial responsibility of NATO or any of the other national constituent elements of ISAF.

Troop contributing Nations can address issues of a political nature concerning the operation to the NATO Secretary General.

COMISAF will utilise national contingents in accordance with their capabilities taking into account the advice of the Contingent Commander.

I have the honour to propose that this letter and your reply confirming the agreement of your Government to the terms thereof shall constitute an agreement which shall enter into force when all internal legal procedures within the Republic of Slovenia have been fulfilled: this agreement shall be applied provisionally as from the date of your reply.“

I am pleased to inform you of my Government's acceptance of the said-letter, which, together with this reply, constitute an Agreement, which enters into force, as indicated above.

Please accept, Secretary General, the expression of my highest consideration.

Yours sincerely,
Matjaž Šinkovec

Mr. Jaap de Hoop Scheffer
Secretary General
North Atlantic Treaty Organisation
Brussels

V skladu z operativnim načrtom OPLAN 10419 (REV1) – ISAF in vsemi drugimi naslednjimi operativnimi načrti, povezanimi s podaljšanim mandatom Isafa, vas prosim za soglasje, da bo slovenski kontingent v Isafu po dokončnem prihodu na območje operacije in potem ko bo ocenjeno, da je sposoben opravljati dodeljene naloge v Isafu, razporejen vsaj pod operativni nadzor vrhovnega poveljnika zavezniških sil v Evropi (SACEUR) in bodo zanj veljala Natova pravila za delovanje. SACEUR, ki bo prevzel celotno odgovornost za to operacijo, bo imenoval vrhovnega poveljnika za Severno Evropo (CINCNORTH) kot poveljnika združenih sil (JFC), ta pa bo dajal usmeritev poveljniku Isafa (COMISAF). COMISAF bo izdajal povelja nacionalnim kontingentom po liniji poveljevanja, ki jo bo sam vzpostavil. Države, ki niso članice Nata, bodo obdržale nacionalno poveljevanje svojim kontingentom.

Tajni podatki Nata in Isafa se bodo izmenjavalni med državami članicami Nata in državami, ki niso članice Nata, v skladu z ustreznimi varnostnimi sporazumi, ki jih bodo izvajale vse države udeleženke.

Za vsa vprašanja, ki niso zajeta v tem pismu, je odgovorna Vlada Republike Slovenije in nimajo nobenih finančnih posledic za Nato ali katere koli druge nacionalne enote v sestavi Isafa.

Države, ki prispevajo pripadnike, se lahko obrnejo na generalnega sekretarja Nata s kakršnim koli političnim vprašanjem v zvezi s to operacijo.

Ob upoštevanju nasvetov poveljnika kontingenta bo COMISAF uporabljal nacionalne kontingente v skladu z njihovimi zmogljivostmi.

Čast imam predlagati, da to pismo in vaš odgovor, ki potrjuje, da vaša vlada soglaša z njegovimi določili, sestavlja sporazum, ki začne veljati, ko so končani vsi notranjepravni postopki v Republiki Sloveniji; sporazum pa se začasno uporablja od dneva vašega odgovora.«

Z zadovoljstvom sporočam, da vlada sprejema navedeno pismo, ki skupaj s tem odgovorom sestavlja sporazum, ki začne veljati, kot je prej navedeno.

Sprejmite, prosim, gospod generalni sekretar, izraze mojega najglobljega spoštovanja.

S spoštovanjem,
Matjaž Šinkovec l.r.

Jaap de Hoop Scheffer
generalni sekretar
Organizacija Severnoatlantske pogodbe
Bruselj

3. člen

Za izvajanje sporazuma skrbi Ministrstvo za obrambo.

4. člen

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

Št. 00724-92/2005/3
Ljubljana, dne 6. oktobra 2005
EVA 2005-1811-0031

Vlada Republike Slovenije

Janez Janša l. r.
Predsednik

70. Uredba o ratifikaciji Finančnega sporazuma med Vlado Republike Slovenije in Organizacijo Severnoatlantske pogodbe glede sodelovanja enot Slovenske vojske v sestavi Mednarodnih varnostnih sil za pomoč (ISAF) v Afganistanu

Na podlagi tretje alinee petega odstavka 75. člena Zakona o zunanjih zadevah (Uradni list RS, št. 113/03 – uradno prečiščeno besedilo) izdaja Vlada Republike Slovenije

U R E D B O

**O RATIFIKACIJI FINANČNEGA SPORAZUMA MED VLADO REPUBLIKE SLOVENIJE IN
ORGANIZACIJO SEVERNOATLANTSKE POGODBE GLEDE SODELOVANJA ENOT SLOVENSKE
VOJSKE V SESTAVI MEDNARODNIH VARNOSTNIH SIL ZA POMOČ (ISAF) V AFGANISTANU**

1. člen

Ratificira se Finančni sporazum med Vlado Republike Slovenije in Organizacijo Severnoatlantske pogodbe o sodelovanju enot Slovenske vojske v sestavi Mednarodnih varnostnih sil za pomoč (ISAF) v Afganistanu, sklenjen z izmenjavo pisem 15. marca 2004 in 16. marca 2004.

2. člen

Besedilo sporazuma se v izvirniku v angleškem jeziku in v prevodu v slovenskem jeziku glasi:

NORTH ATLANTIC TREATY ORGANISATION
SECRETARY GENERAL
Jaap de Hoop Scheffer

SG(2004)0336

15 March 2004

Dear Ambassador,

I have the honour to refer to your acceptance that your country participates in ISAF.

The financial responsibilities for the participation of your country in ISAF will lie as follows.

The Government of the Republic of Slovenia shall be responsible for the transportation of the personnel of the Slovenian contingent, their weapons and equipment, without cost to the NATO, from the designated point of departure to their station in the area of operations and return, in accordance with the mutually established rotation schedule.

The Government of the Republic of Slovenia shall be responsible for the provision of food, lodging, utilities (gas, electricity, water), petroleum, oil, lubricants and medical care to the Slovenian personnel in the area of operations as well as basic support, without cost to NATO. Similarly, NATO shall neither provide nor maintain the equipment to be utilized by the Slovenian contingent in the performance of its mission.

The Government of the Republic of Slovenia shall remain responsible for the payment to the personnel of the Slovenian contingent, without cost to NATO, of the salaries, special pay, benefits, per diem reimbursements, allowances, and other payments which would normally be paid such personnel when stationed in the theatre area of operations.

The Government of the Republic of Slovenia shall provide the personnel of the Slovenian contingent, without cost to NATO, the weapons and other equipment required to perform their mission.

NATO shall provide no payments or reimbursements to the Government of the Republic of Slovenia for the provision of forces to ISAF.

National representation at any NATO headquarters will be at the expense of the Government of the Republic of Slovenia.

ORGANIZACIJA SEVERNOATLANTSKE POGODBE
Generalni sekretar
Jaap de Hoop Scheffer

SG (2004) 0336

15. marec 2004

Spoštovani veleposlanik,

čast mi je sklicevati se na vašo potrditev, da vaša država sodeluje v Mednarodnih varnostnih silah v Afganistanu (ISAF).

Finančne obveznosti za sodelovanje vaše države v Isafu bodo navedene v nadaljevanju.

Vlada Republike Slovenije bo odgovorna za prevoz pripadnikov slovenskega kontingenta, njihovega orožja in opreme brez finančnih posledic za Nato od določene točke odhoda do točke nastanitve na območju operacije in vrnitve v skladu z medsebojno dogovorjenim načrtom menjave.

Vlada Republike Slovenije bo odgovorna za zagotavljanje prehrane, nastanitve, komunalnih storitev (plina, električne, vode), goriva, olja, maziv in zdravstvene oskrbe za pripadnike slovenskega kontingenta na območju operacije ter osnovne oskrbe brez finančnih posledic za Nato. Prav tako Nato ne bo zagotovil ali vzdrževal opreme, ki jo bo uporabljala slovenski kontingent pri opravljanju svojih nalog.

Vlada Republike Slovenije bo brez finančnih posledic za Nato odgovorna za plače, posebna izplačila, dodatke, dnevnice, nadomestila in druga plačila, ki jih pripadniki slovenskega kontingenta običajno prejemajo, kadar so nastanjeni na območju operacij.

Vlada Republike Slovenije bo brez finančnih posledic za Nato pripadnikom slovenskega kontingenta zagotovila orožje in drugo opremo, potrebno za opravljanje nalog.

Nato ne bo zagotavljal nobenih plačil ali povračil Vladi Republike Slovenije za zagotavljanje sil Isafu.

Vlada Republike Slovenije bo krila stroške svojih predstavnikov v katerem koli Natovem poveljstvu.

NATO nations and other troop contributing nations have agreed among themselves to waive all claims against each other and against other non-NATO contributing nations for damage to property owned or used by, and injury to personnel belonging to, their contingents in ISAF. Troop contributing nations and other constituent elements of ISAF shall be responsible for claims for damages arising out of their acts and omissions and made by third parties from the Nation in which the damage in question occurred. All third party claims shall be processed in accordance with the procedures to be promulgated by COMISAF and submitted for settlement by the nation responsible for the damage. By accepting this financial agreement, the Government of the Republic of Slovenia obligates itself to accept the similar commitment.

Any financial issues not covered in the present letter remain the responsibility of the Government of Republic of Slovenia and will not entail any responsibility of NATO.

I have the honour to propose that this letter and your reply confirming the agreement of your Government to the terms thereof shall constitute an Agreement which shall enter into force when all internal legal procedures within the Republic of Slovenia have been fulfilled; this Agreement shall be applied provisionally as from the date of your reply.

Yours sincerely,
Jaap de Hoop Scheffer

His Excellency
Mr Matjaž Šinkovec
Ambassador
Head of the Mission of the
Republic of Slovenia
to NATO

Države članice Nata in druge države, ki zagotavljajo pripadnike, so se dogovorile, da se odrečajo zahtevkom za škodo na premoženju v njihovi lasti ali uporabi ter za poškodbe pripadnikov kontingentov in Isafu. Države, ki zagotavljajo pripadnike in enote v sestavi Isafa, so odgovorne za odškodningske zahteve, ki so posledica njihovih dejanj in opustitev, ter škodo, ki bi jo povzročila tretja stran v državi, v kateri je škoda nastala. Vsi zahtevki tretje strani se obravnavajo v skladu s postopki, ki jih bo določil poveljnik Isafa (COMISAF) in bodo predloženi v poravnavo državi, odgovorni za škodo. S sprejetjem finančnega sporazuma se Vlada Republike Slovenije zavezuje, da sprejme podobno obveznost.

Za finančna vprašanja, ki niso zajeta v tem pismu, ostaja odgovorna Vlada Republike Slovenije in nimajo finančnih posledic za Nato.

Čast imam predlagati, da to pismo in vaš odgovor, ki potrjuje, da vaša vlada soglaša z njegovimi določili, sestavlja sporazum, ki začne veljati, ko so končani vsi notranjepravni postopki v Republiki Sloveniji; sporazum pa se začasno uporablja od dneva vašega odgovora.

S spoštovanjem
Jaap de Hoop Scheffer I.r.

Njegova ekscelanca
gospod Matjaž Šinkovec
veleposlanik
vodja Misije Republike
Slovenije pri Natu

The Ambassador
Head of Mission
of the Republic of Slovenia
to NATO and WEU

No.: 004/04

16 March 2004

Veleposlanik
Vodja Stalne misije
Republike Slovenije
pri NATU in WEU

16. marec 2004

Št.: 004/04

Dear Secretary General,

I have the honour to acknowledge the receipt of your letter of 15 March 2004 which reads as follows:

"I have the honour to refer to your acceptance that your country participates in ISAF.

The financial responsibilities for the participation of your country in ISAF will lie as follows.

The Government of the Republic of Slovenia shall be responsible for the transportation of the personnel of the Slovenian contingent, their weapons and equipment, without cost to the NATO, from the designated point of departure to their station in the area of operations and return, in accordance with the mutually established rotation schedule.

The Government of the Republic of Slovenia shall be responsible for the provision of food, lodging, utilities (gas, electricity, water), petroleum, oil, lubricants and medical care to the Slovenian personnel in the area of operations as well as basic support, without cost to NATO. Similarly, NATO shall neither provide nor maintain the equipment to be utilized by the Slovenian contingent in the performance of its mission.

Spoštovani generalni sekretar,

čast imam potrditi prejem vašega pisma z dne 15. marca 2004, ki se glasi:

»Čast mi je sklicevati se na vašo potrditev, da vaša država sodeluje v Mednarodnih varnostnih silah v Afganistanu (ISAF).

Finančne obveznosti za sodelovanje vaše države v Isafu bodo navedene v nadaljevanju.

Vlada Republike Slovenije bo odgovorna za prevoz pripadnikov slovenskega kontingenta, njihovega orožja in opreme brez finančnih posledic za Nato od določene točke odhoda do točke nastanitve na območju operacije in vrnitve v skladu z medsebojno dogovorenim načrtom menjave.

Vlada Republike Slovenije bo odgovorna za zagotavljanje prehrane, nastanitve, komunalnih storitev (plina, elektrike, vode), goriva, olja, maziv in zdravstvene oskrbe za pripadnike slovenskega kontingenta na območju operacije ter osnovne oskrbe brez finančnih posledic za Nato. Prav tako Nato ne bo zagotovil ali vzdrževal opreme, ki jo bo uporabljaj slovenski kontingent pri opravljanju svojih nalog.

The Government of the Republic of Slovenia shall remain responsible for the payment to the personnel of the Slovenian contingent, without cost to NATO, of the salaries, special pay, benefits, per diem reimbursements, allowances, and other payments which would normally be paid such personnel when stationed in the theatre area of operations.

The Government of the Republic of Slovenia shall provide the personnel of the Slovenian contingent, without cost to NATO, the weapons and other equipment required to perform their mission.

NATO shall provide no payments or reimbursements to the Government of the Republic of Slovenia for the provision of forces to ISAF.

National representation at any NATO headquarters will be at the expense of the Government of the Republic of Slovenia.

NATO nations and other troop contributing nations have agreed among themselves to waive all claims against each other and against other non-NATO contributing nations for damage to property owned or used by, and injury to personnel belonging to, their contingents in ISAF. Troop contributing nations and other constituent elements of ISAF shall be responsible for claims for damages arising out of their acts and omissions and made by third parties from the Nation in which the damage in question occurred. All third party claims shall be processed in accordance with the procedures to be promulgated by COMISAF and submitted for settlement by the nation responsible for the damage. By accepting this financial agreement, the Government of the Republic of Slovenia obligates itself to accept the similar commitment.

Any financial issues not covered in the present letter remain the responsibility of the Government of Republic of Slovenia and will not entail any responsibility of NATO.

I have the honour to propose that this letter and your reply confirming the agreement of your Government to the terms thereof, shall constitute an agreement which shall enter into force when all internal legal procedures within the Republic of Slovenia have been fulfilled: this agreement shall be applied provisionally as from the date of your reply. “

I am pleased to inform you of my Government's acceptance of the said-letter, which, together with this reply, constitute an Agreement, which enters into force, as indicated above.

Please accept, Secretary General, the expression of my highest consideration.

Yours sincerely,
Matjaž Šinkovec

Mr. Jaap de Hoop Scheffer
Secretary General
North Atlantic Treaty Organisation
Brussels

Vlada Republike Slovenije bo brez finančnih posledic za Nato odgovorna za plače, posebna izplačila, dodatke, dnevnice, nadomestila in druga plačila, ki jih običajno prejemajo pripadniki slovenskega kontingenta, kadar so nastanjeni na območju operacij.

Vlada Republike Slovenije bo brez finančnih posledic za Nato pripadnikom slovenskega kontingenta zagotovila orožje in drugo opremo, potrebno za opravljanje nalog.

Nato ne bo zagotavljal nobenih plačil ali povračil Vladi Republike Slovenije za zagotavljanje sil Isafu.

Vlada Republike Slovenije bo krila stroške svojih predstavnikov v katerem koli Natovem poveljstvu.

Države članice Nata in druge države, ki zagotavljajo pripadnike, so se dogovorile, da se odrečijo zahtevkom za škodo na premoženju v njihovi lasti ali uporabi ter za poškodbe pripadnikov kontingentov in Isafu. Države, ki zagotavljajo pripadnike in enote v sestavi Isafa, so odgovorne za odškodningske zahteve, ki so posledica njihovih dejanj in opustitev, ter škodo, ki bi jo povzročila tretja stran v državi, v kateri je škoda nastala. Vsi zahtevki tretje strani se obravnavajo v skladu s postopki, ki jih bo določil poveljnik Isafa (COMISAF) in bodo predloženi v poravnava državi, odgovorni za škodo. S sprejetjem finančnega sporazuma se Vlada Republike Slovenije zavezuje, da sprejme podobno obveznost.

Za finančna vprašanja, ki niso zajeta v tem pismu, ostaja odgovorna Vlada Republike Slovenije in nimajo finančnih posledic za Nato.

Čast imam predlagati, da to pismo in vaš odgovor, ki potrjuje, da vaša vlada soglaša z njegovimi določili, sestavlja sporazum, ki začne veljati, ko so končani vsi notranjopravni postopki v Republiki Sloveniji; sporazum pa se začasno uporablja od dneva vašega odgovora.«

Z zadovoljstvom sporočam, da vlada sprejema navedeno pismo, ki skupaj s tem odgovorom sestavlja sporazum, ki začne veljati, kot je prej navedeno.

Sprejmite, prosim, gospod generalni sekretar, izraze mojega najglobljega spoštovanja.

S spoštovanjem,
Matjaž Šinkovec

Jaap de Hoop Scheffer
generalni sekretar
Organizacija Severnoatlantske pogodbe
Bruselj

3. člen

Za izvajanje sporazuma skrbi Ministrstvo za obrambo.

4. člen

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

Št. 00724-93/2005/3
Ljubljana, dne 6. oktobra 2005
EVA 2005-1811-0032

Vlada Republike Slovenije

Janez Janša l. r.
Predsednik

71. Uredba o ratifikaciji Sporazuma med Ministrstvom za promet in zveze Republike Slovenije in Državnim komitejem za zveze in informatizacijo Ukrajine o sodelovanju na področju poštnih in telekomunikacijskih storitev

Na podlagi petega odstavka 75. člena Zakona o zunanjih zadevah (Uradni list RS, št. 113/03 – uradno prečiščeno besedilo) izdaja Vlada Republike Slovenije

U R E D B O

O RATIFIKACIJI SPORAZUMA MED MINISTRSTVOM ZA PROMET IN ZVEZE REPUBLIKE SLOVENIJE IN DRŽAVNIM KOMITEJEM ZA ZVEZE IN INFORMATIZACIJO UKRAJINE O SODELOVANJU NA PODROČJU POŠTNIH IN TELEKOMUNIKACIJSKIH STORITEV

1. člen

Ratificira se Sporazum med Ministrstvom za promet in zveze Republike Slovenije in Državnim komitejem za zveze in informatizacijo Ukrajine o sodelovanju na področju poštnih in telekomunikacijskih storitev, podpisani v Ljubljani 30. marca 1999.

2. člen.

Besedilo sporazuma se v slovenskem in angleškem jeziku glasi:

S P O R A Z U M

**med Ministrstvom za promet in zveze
Republike Slovenije in Državnim komitejem za
zveze in informatizacijo Ukrajine
o sodelovanju na področju poštnih in
telekomunikacijskih storitev**

Ministrstvo za promet in zveze Republike Slovenije in Državni komite za zveze in informatizacijo Ukrajine, v nadaljevanju pogodbenici,

sta se v prizadevanju, da bi razvijali in poglabljali medsebojno koristno sodelovanje na področju zvez v korist gospodarskega in družbenega razvoja svojih držav,

dogovorili o naslednjem:

SPLOŠNA DOLOČILA

1. člen

Ta sporazum ureja vprašanja organizacije in uporabe poštnih in telekomunikacijskih storitev, ki niso predvidene z določili veljavne ustave, konvencije in sporazuma o poštnih pošiljkah Svetovne poštne zveze ter določili izvršilnih predpisov, ustave, konvencije, administrativnih predpisov in priporočil Mednarodne telekomunikacijske zveze.

POŠTA

2. člen

Med Republiko Slovenijo in Ukrajinou poteka neposredna izmenjava poštnih pošiljk v skladu z akti Svetovne poštne zveze.

Pogodbenici bosta sprejemali ukrepe za nadaljnji razvoj in izboljšanje vseh vrst poštnih povezav.

3. člen

Višina nadomestila za škodo in ugotavljanje odgovornosti se bosta določala po določilih veljavnih aktov Svetovne poštne zveze.

A G R E E M E N T

on co-operation in the field of postal and telecommunications services between the Ministry of Transport and Communications of the Republic of Slovenia and the State Committee of Communications and Informatization of Ukraine

The Ministry of Transport and Communications of the Republic of Slovenia and the State Committee of Communications and Informatization of Ukraine, hereinafter referred to as the Contracting Parties;

Aiming to promote and strengthen mutually advantageous co-operation in the field of communications in the interest of economic and social development of their respective countries;

Have agreed the following:

GENERAL PROVISIONS

Article 1

This Agreement regulates matters concerning the organization and use of postal and telecommunications services which are not covered by the provisions of the current Constitution, Convention and Agreement on Postal Items of the Universal Postal Union, and by the provisions of the Executive Regulations, the Constitution, Convention, Administrative Regulations and Recommendations of the International Telecommunication Union.

POST

Article 2

Direct postal items exchange between the Republic of Slovenia and Ukraine shall be conducted in accordance with the regulations of the Universal Postal Union.

The Contracting Parties shall take measures to ensure the further development and improvement of all forms of postal links.

Article 3

The amount of compensation for damages and the establishment of responsibility shall be determined in accordance with the provisions of the regulations in force of the Universal Postal Union.

* Besedilo sporazuma v ukrajinskem jeziku je na vpogled na Sektorju za mednarodno pravo Ministrstva za zunanje zadeve.

TELEKOMUNIKACIJE**4. člen**

Telekomunikacije med Republiko Slovenijo in Ukrajinou se zagotavljajo s telefonskimi, telegrafskimi in telesnimi storitvami in storitvami prenosa podatkov kot tudi z zakupom telekomunikacijskih kanalov za oddajanje in sprejemanje televizijskih in radijskih programov.

Pogodbenici se lahko dogovorita o opravljanju drugih storitev.

5. člen

Med Republiko Slovenijo in Ukrajinou so mogoče vse vrste in kategorije telekomunikacijskih storitev, predvidenih z določili veljavnih aktov Mednarodne telekomunikacijske zveze, če ne pridržkov, ki jih pogodbenici objavita prek Mednarodne telekomunikacijske zveze.

6. člen

Pogodbenici si bosta medsebojno pomagali pri zagotavljanju telekomunikacijskega tranzita v tretje države.

7. člen

Pogodbenici bosta sprejemali ukrepe za nadaljnji razvoj in izboljšanje vseh vrst telekomunikacijskih povezav.

8. člen

Pogodbenici bosta po potrebi sestavili načrte izvajanja 4., 6. in 7. člena tega sporazuma. Usklajevanje bo potekalo z izmenjavo pisem ali s podpisom posebnih protokolov.

9. člen

Pogodbenici lahko, če je treba, uskladita uporabo frekvenc radijskih postaj, ki so v njuni pristojnosti, ob upoštevanju ustreznih zakonov in predpisov, veljavnih v njunih državah. Tako usklajevanje bo potekalo z izmenjavo pisem ali s podpisom posebnih sporazumov.

10. člen

Pogodbenici ne bosta sodelovali z organizacijami iz države druge pogodbenice, ki se ukvarjajo z nudjenjem oziroma opravljanjem poštnih ali telekomunikacijskih storitev brez dovoljenja, ki ga sicer izda zadevna pogodbenica, in si bosta pomagali pri preprečevanju dejavnosti takih organizacij na svojem ozemlju.

ZNANSTVENO-TEHNIČNO SODELOVANJE**11. člen**

Pogodbenici bosta pomagali pri širjenju poslovnih in poklicnih stikov med podjetji in strokovnjaki zaradi spoznavanja delovanja poštne ali telekomunikacijske opreme oziroma poštnih ali telekomunikacijskih podjetij pogodbenic, izmenjave izkušenj in znanstveno-tehničnih informacij s področja poštnih in telekomunikacijskih storitev, pod pogojem, da to ne bo škodovalo pogodbenim oziroma drugim obveznostim pogodbenic.

TELECOMMUNICATIONS**Article 4**

Telecommunications services between the Republic of Slovenia and Ukraine shall be provided through telephone, telegraph, telex and data transfer services, as well as through the leasing of telecommunications channels for the transmission and receiving of television and radio programmes.

The Contracting Parties shall agree on the carrying out of other services.

Article 5

All forms and categories of telecommunications services stipulated by the provisions of the current regulations of the International Telecommunications Union may be performed between the Republic of Slovenia and Ukraine, provided there are no reservations about which the Contracting Parties shall make notification via the International Telecommunications Union.

Article 6

The Contracting Parties shall provide mutual assistance in ensuring telecommunications transit to third countries.

Article 7

The Contracting Parties shall take measures to ensure further development and improvement of all forms of telecommunications links.

Article 8

The Contracting Parties shall, in accordance with needs, prepare plans for the implementation of Articles 4, 6 and 7 hereof. Harmonization shall be conducted through the exchanging of letters or by the signing of special protocols.

Article 9

The Contracting Parties shall, if necessary, co-ordinate the use of radio station frequencies within their jurisdiction, taking into account relevant laws and regulations in force in their respective countries. Such co-ordination shall be conducted through the exchanging of letters or by the signing of special agreements.

Article 10

The Contracting Parties shall not co-operate with organizations, from either of the countries, engaged in the provision or carrying out of postal or telecommunications services without acquiring permission from the Contracting Party concerned, and shall provide mutual assistance in the prevention of the activities of such organizations within their territory.

SCIENTIFIC AND TECHNICAL CO-OPERATION**Article 11**

The Contracting Parties shall offer assistance in the expansion of business and professional contacts between companies and experts for the purpose of getting acquainted with the operation of postal and telecommunications equipment or the operation of postal and telecommunications companies from their respective countries, and for the purpose of exchanging experiences and scientific and technical information in the field of postal and telecommunications services, provided that such assistance does not jeopardize the contractual and/or other obligations of the Contracting Parties.

TARIFE, PRISTOJBINE IN OBRAČUNI POŠTNIH IN TELEKOMUNIKACIJSKIH STORITEV

12. člen

Tarife in pristojbine za poštne in telekomunikacijske storitve se določajo v skladu z določili veljavnih aktov Svetovne poštne zveze in Mednarodne telekomunikacijske zveze.

13. člen

Pogodbenici bosta pomagali pri urejanju obračunov poštnih in telekomunikacijskih storitev na podlagi aktov iz 12. člena tega sporazuma. Za medsebojno obračunavanje teh storitev se uporablja enota "posebne pravice črpanja" ("Special Drawing Rights" – SDR), po predhodnem dogovoru med pogodbenicama pa lahko tudi druga denarna enota.

14. člen

Poštne, telegrafske, telefonske, telexsne in faksimilne zveze za uradne zadeve med pogodbenicama in njunimi obratovalci so v skladu z veljavnimi akti Svetovne poštne zveze in Mednarodne telekomunikacijske zveze brezplačne in potekajo po pravilu v angleškem jeziku, v posameznih primerih pa po dogovoru tudi v ruskem ali francoskem jeziku.

15. člen

V posameznih primerih lahko pogodbenici sprejmata ukrepe za poenostavitev formalnosti v poštnem in telekomunikacijskem prometu med Republiko Slovenijo in Ukrajino.

POSEBNA DOLOČILA

16. člen

Ta sporazum se sklene za nedoločen čas in začne veljati z datumom zadnjega pisnega obvestila pogodbenic o izpolnitvi notranjepravnih pogojev za njegovo uveljavitev. Velja še šest mesecev od dneva, ko ena od pogodbenic pisno obvesti drugo pogodbenico o svojem namenu, da prekine njegovo veljavnost.

Sklenjeno v Ljubljani, dne 30. marca 1999, v dveh izvodih, vsak v slovenskem, ukrajinskem in angleškem jeziku, pri čemer so vsa besedila enako verodostojna. V primeru spora ali razlik v razlagi tega sporazuma je odločilno angleško besedilo.

Za
Ministrstvo
za promet in zveze
Republike Slovenije
Anton Bergauer l.r.

Za
Državni komite
za zveze in informatizacijo
Ukrajine
Oleh Ševčuk l.r.

TARIFFS, CHARGES AND ACCOUNTS FOR POSTAL AND TELECOMMUNICATIONS SERVICES

Article 12

The tariffs and charges for postal and telecommunications services shall be determined in accordance with the provisions of the current acts of the Universal Postal Union and the International Telecommunication Union.

Article 13

The Contracting Parties shall offer assistance in the settling of accounts for postal and telecommunications services on the basis of the acts referred to in the Article 12 hereof. The "Special Drawing Rights" (SDR) unit shall be used for the mutual settling of accounts for these services, while another monetary unit may be applied, too, upon prior agreement between the Contracting Parties.

Article 14

Postal, telegraph, telephone, telex and facsimile communications for official matters between the Contracting Parties and their operators shall, in accordance with the current regulations of the Universal Postal Union and the International Telecommunication Union, be free of charge and, as a rule, shall be conducted in the English language and, in specific cases upon agreement, also in the Russian or French language.

Article 15

The Contracting Parties may, in specific cases, take measures to simplify formalities in postal and telecommunications traffic between the Republic of Slovenia and Ukraine.

SPECIAL PROVISIONS

Article 16

This agreement is concluded for an unlimited period and shall enter into force on the date of the last written notification by the Contracting Parties about the fulfilment of internal legal conditions for its implementation. It shall continue to be in force for six months from the day of one of the Contracting Parties notifying by letter the other Contracting Party of the intention to terminate its validity.

Done in Ljubljana, this 30th day of March 1999 in two originals in the Slovenian, Ukrainian and English language, all texts being equally authentic. In the event of dispute or differences in the interpretation of the present agreement, the English text shall prevail.

For the Ministry of Transport and Communications of the Republic of Slovenia	For the State Committee of Communications and Informatization of Ukraine
Anton Bergauer (s)	Oleh Ševčuk (s)

3. člen

Za izvajanje sporazuma skrbi Ministrstvo za gospodarstvo.

4. člen

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

Št. 00724-100/2005
Ljubljana, dne 3. novembra 2005
EVA 2005-1811-0046

Vlada Republike Slovenije

Janez Janša l.r.
Predsednik

VSEBINA

- | | | |
|-----|--|------|
| 65. | Zakon o ratifikaciji Sprememb 1995 priloge k Mednarodni konvenciji o standardih za usposabljanje, izdajanje spričeval in ladijsko stražarjenje pomorščakov, 1978 (MKSULSP95) | 1261 |
| 66. | Zakon o ratifikaciji Sprememb, 1997, k spremeni Mednarodni konvenciji o standardih za usposabljanje, izdajanje spričeval in ladijsko stražarjenje pomorščakov, 1978 (MKSULSP97) | 1298 |
| 67. | Zakon o ratifikaciji Konvencije o ustanovitvi Evropskega univerzitetnega inštituta, kot je bila spremenjena s Konvencijo o spremembah iz leta 1992 (MKUEUI) | 1301 |
| 68. | Uredba o ratifikaciji Memoranduma o soglasju med Ministrstvom za državno obrambo Kanade in Ministrstvom za obrambo Republike Slovenije o podpori med delovanjem Mednarodnih varnostnih sil za pomoč v Afganistanu | 1338 |
| 69. | Uredba o ratifikaciji Sporazuma med Vlado Republike Slovenije in Organizacijo Severnoatlantske pogodbe o sodelovanju enot Slovenske vojske v sestavi Mednarodnih varnostnih sil za pomoč (ISAF) v Afganistanu | 1362 |
| 70. | Uredba o ratifikaciji Finančnega sporazuma med Vlado Republike Slovenije in Organizacijo Severnoatlantske pogodbe glede sodelovanja enot Slovenske vojske v sestavi Mednarodnih varnostnih sil za pomoč (ISAF) v Afganistanu | 1366 |
| 71. | Uredba o ratifikaciji Sporazuma med Ministrstvom za promet in zveze Republike Slovenije in Državnim komitejem za zveze in informatizacijo Ukrajine o sodelovanju na področju poštnih in telekomunikacijskih storitev | 1369 |