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Leto XIX

82. Zakon o ratifikaciji Sporazuma med Vlado Republike Slovenije in Vlado Republike Srbije o sodelovanju na obrambnem področju (BRSSOP)

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

U K A Z

o razglasitvi Zakona o ratifikaciji Sporazuma med Vlado Republike Slovenije in Vlado Republike Srbije o sodelovanju na obrambnem področju (BRSSOP)

Razglašam Zakon o ratifikaciji Sporazuma med Vlado Republike Slovenije in Vlado Republike Srbije o sodelovanju na obrambnem področju (BRSSOP), ki ga je sprejel Državni zbor Republike Slovenije na seji 22. oktobra 2009.

Št. 003-02-9/2009-19

Ljubljana, dne 30. oktobra 2009

dr. Danilo Türk l.r.
Predsednik
Republike Slovenije

Z A K O N

O RATIFIKACIJI SPORAZUMA MED VLADO REPUBLIKE SLOVENIJE IN VLADO REPUBLIKE SRBIJE O SODELOVANJU NA OBRAMBEM PODROČJU (BRSSOP)

1. člen

Ratificira se Sporazum med Vlado Republike Slovenije in Vlado Republike Srbije o sodelovanju na obrambnem področju, podpisan v Ljubljani 8. aprila 2009.

2. člen

Besedilo Sporazuma se v izvorniku v slovenskem in angleškem jeziku glasi*:

SPORAZUM MED VLADO REPUBLIKE SLOVENIJE IN

VLADO REPUBLIKE SRBIJE O SODELOVANJU NA OBRAMBEM PODROČJU

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

zaradi poglobitve stikov in medsebojnega razumevanja na obrambnem področju med Republiko Slovenijo in Republiko Srbijo

dogovorili:

1. člen

Namen sporazuma

Namen tega sporazuma je zagotoviti okvir za sodelovanje med pogodbenicama na obrambnem področju v mejah pristojnosti, določenih z njuno notranjo zakonodajo, ter v skladu z načeli mednarodnega prava in mednarodnih običajev.

AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF SLOVENIA AND THE GOVERNMENT OF THE REPUBLIC OF SERBIA ON CO-OPERATION IN THE FIELD OF DEFENCE

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

Aiming at increasing the contacts and mutual understanding between the Republic of Slovenia and the Republic of Serbia in the defence field,

Have agreed as follows:

ARTICLE 1

Purpose of the Agreement

The purpose of this Agreement is to provide a framework for co-operation between the Parties in the field of defence within the limits of competencies stipulated by their national legislations and in accordance with the principles of international law and international practice.

* Besedilo sporazuma v srbskem jeziku je na vpogled v Sektorju za mednarodno pravo Ministrstva za zunanje zadeve.

2. člen**Pravni položaj sporazuma**

Sporazum ne vpliva na obveznosti pogodbenic iz drugih mednarodnih sporazumov, ki sta jih ali jih bosta pogodbenici sklenili.

3. člen**Področja sodelovanja**

Sodelovanje med pogodbenicama poteka predvsem na naslednjih področjih:

- a) obrambna in varnostna politika;
- b) zakonodaja na obrambnem področju;
- c) nadzor nad oboroževanjem in razoroževanje;
- d) načrtovanje in oblikovanje obrambnega proračuna;
- e) vojaška zgodovina;
- f) vojaški arhivi, publikacije in muzeji;
- g) raziskave in razvoj na obrambnem področju;
- h) organizacija oboroženih sil na kadrovske, upravne in logistične področje;
- i) okoljska vprašanja in nadzor nad onesnaževanjem v vojaških objektih;
- j) civilna obramba in krizno upravljanje;
- k) vojaško izobraževanje, usposabljanje, šport in kultura;
- l) vojaška geografija in kartografija;
- m) obrambna standardizacija in kodifikacija oskrbe ter

n) druga področja dvostranskega sodelovanja, o katerih se pogodbenici dogovorita.

4. člen**Oblike sodelovanja**

Sodelovanje med pogodbenicama poteka v naslednjih oblikah:

- a) uradni in delovni obiski delegacij in predstavnikov pogodbenic;
- b) izmenjava izkušenj in gradiva med strokovnjaki pogodbenic na obrambnem področju;
- c) izmenjava opazovalcev na vojaških vajah;
- d) srečanja predstavnikov vojaških organov;
- e) izmenjava predavateljev in udeležba na tečajih, seminarjih in simpozijih, ki jih organizirata pogodbenici;
- f) drugih oblikah, o katerih se dogovorita pogodbenici ali njuna pristojna organa.

5. člen**Izvajanje sporazuma**

1. Organa, pristojna za izvajanje tega sporazuma, sta: za Vlado Republike Slovenije – Ministrstvo za obrambo Republike Slovenije, za Vlado Republike Srbije – Ministrstvo za obrambo Republike Srbije.

2. Za izvajanje tega sporazuma in sodelovanje na področjih iz 3. člena tega sporazuma lahko pristojna organa pogodbenic skleneta ločene dogovore ali protokole.

6. člen**Letni načrti sodelovanja**

Za izvajanje določb tega sporazuma lahko pogodbenici ali njuna pristojna organa na podlagi načel tega sporazuma sprejmeta letne načrte sodelovanja.

7. člen**Finančni vidiki**

1. Vsi stroški za osebje, ki je po določbah tega sporazuma vključeno v dejavnosti sodelovanja, se krijejo po načelu vzajemnosti, in sicer:

a) pogodbenica gostiteljica (država, na ozemlju katere so v skladu s tem sporazumom osebje in oprema pogodbenice pošiljateljice) na svoje stroške zagotovi nastanitev in prehrano, lokalni prevoz po državnem ozemlju, v nujnih primerih pa tudi zdravstvene in zobozdravstvene storitve;

b) pogodbenica pošiljateljica (država, ki na podlagi tega sporazuma pošlje svoje osebje in opremo na ozemlje pogodbenice gostiteljice) krije stroške mednarodnega prevoza in vse druge stroške razen tistih iz prejšnje točke.

ARTICLE 2**Status of the Agreement**

The Agreement shall not prejudice any obligations of the Parties derived from other international agreements that the Parties have concluded or will conclude.

ARTICLE 3**Areas of Co-operation**

The co-operation between the Parties shall be developed especially in the following areas:

- a) defence and security policy;
- b) legislation in the field of defence;
- c) arms control and disarmament;
- d) planning and formation of defence budget;
- e) military history;
- f) military archives, publications and museums;
- g) research and development in the field of defence;
- h) armed forces organisation within the fields of personnel, administration and logistics;
- i) environmental issues and pollution control within military installations;
- j) civil defence and crisis management;
- k) military education, training, sport and culture;
- l) military geography and cartography;
- m) defence standardisation and codification of resources supply; and
- n) other areas of bilateral cooperation as agreed by the Parties.

ARTICLE 4**Forms of Co-operation**

The co-operation between the Parties shall be implemented in the following ways:

- a) official and working visits of delegations and the representatives of the Parties;
- b) exchange of experience and materials between the experts of the Parties in the field of defence;
- c) exchange of observers to military exercises;
- d) meetings of representatives of military institutions;
- e) exchange of lecturers and attendance to courses, seminars and symposiums organised by the Parties;
- f) in other ways upon which the Parties or their competent authorities reach an agreement.

ARTICLE 5**Implementation of the Agreement**

1. The competent authorities for the implementation of this Agreement are: for the Government of the Republic of Slovenia – the Ministry of Defence of the Republic of Slovenia, for the Government of the Republic of Serbia – the Ministry of Defence of the Republic of Serbia.

2. For the purpose of implementation of this Agreement and carrying out of the co-operation in the fields stated in Article 3 of this Agreement, the competent authorities of the Parties can conclude separate arrangements or protocols.

ARTICLE 6**Annual Co-operation Plans**

The Parties or their competent authorities may conclude annual cooperation plans on the basis of principles of this Agreement in order to implement the provisions of this Agreement.

ARTICLE 7**Financial Aspects**

1. All costs for the personnel who are involved in co-operation activities according to the provisions of this Agreement shall be covered on a reciprocal basis as follows:

a) the Hosting Party (the state in the territory of which the personnel, assets and equipment of the Sending Party are located in compliance with this Agreement) shall provide, at its own cost, accommodation and meals, local transportation in its national territory as well as medical and dental services in emergency cases;

b) the Sending Party (the state which, on the basis of this Agreement, sends its personnel, assets and equipment to the territory of the Hosting Party) shall bear the costs of international transportation and any other costs, except those mentioned in paragraph 1.a) of this Article.

2. Stroške nastanitve, prehrane in lokalnega prevoza za delegacije, ki štejejo več kot 10 članov (vključno s pomožnim osebjem, kot so vozniki, tolmači itd.), krije pogodbenica pošiljateljica ali pa se krijejo v skladu s posebnimi dogovori.

8. člen

Izmenjava podatkov

1. Med izvajanjem tega sporazuma si pogodbenici izmenjavata le podatke, ki niso tajni.
2. Izmenjavo in varstvo tajnih podatkov ureja ločen sporazum.

9. člen

Reševanje sporov

Pogodbenici rešujeta vse spore v zvezi z razlago ali uporabo tega sporazuma z medsebojnimi posvetovanji in pogajaji.

10. člen

Spremembe sporazuma

1. Vsaka pogodbenica lahko kadar koli zahteva spremembo tega sporazuma in začne posvetovanja, da bi dosegla dogovor o predlaganih spremembah.
2. Dogovorjene spremembe so sestavni del tega sporazuma in začnejo veljati v skladu z 12. členom tega sporazuma.

11. člen

Trajanje in prenehanje veljavnosti

1. Ta sporazum se sklene za nedoločen čas.
2. Pogodbenici lahko kadar koli z uradnim obvestilom odpove ta sporazum. V tem primeru preneha veljati po šestih mesecih od dneva prejema obvestila druge pogodbenice o odpovedi.
3. Ob prenehanju veljavnosti sporazuma si pogodbenici skupaj prizadevata doseči najboljšo rešitev odprtih vprašanj.

12. člen

Začetek veljavnosti

Ta sporazum začne veljati z dnem prejema zadnjega uradnega obvestila, s katerim se pogodbenici medsebojno obvestita, da sta v skladu s svojo notranjo zakonodajo izpeljali notranjepravne postopke, potrebne za začetek njegove veljavnosti.

Podpisano v Ljubljani dne 8. aprila 2009 v dveh izvornikih v slovenskem, srbskem in angleškem jeziku, pri čemer so vsa besedila enako verodostojna. Pri različni razlagi ali uporabi določb tega sporazuma prevlada besedilo v angleškem jeziku.

Št. 510-59/2008-8

Za Vlado
Republike Slovenije
Ministrica za obrambo
dr. Ljubica Jelušič l.r.

Za Vlado
Republike Srbije
Minister za obrambo
Dragan Šutanovac l.r.

3. člen

Za izvajanje sporazuma skrbi Ministrstvo za obrambo.

4. člen

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

Št. 200-10/09-19/8

Ljubljana, dne 22. oktobra 2009
EPA 1863-IV

2. The costs of accommodation, meals and local transportation for the delegations counting more than 10 members (including support personnel, such as drivers, interpreters, etc.) shall be covered by the Sending Party or according to specific arrangements.

ARTICLE 8

Exchange of Information

1. During the realisation of this Agreement, the Parties shall exchange only non-classified information.
2. The exchange and protection of classified information shall be regulated by a separate agreement.

ARTICLE 9

Settlement of Disputes

Any dispute regarding the interpretation or the application of the provisions of this Agreement shall be settled by consultations and negotiations between the Parties.

ARTICLE 10

Amendments to the Agreement

1. Either Party may at any time request the revision of this Agreement and shall begin a process of consultation in order to agree upon the suggested amendments.
2. The agreed amendments are an integral part of this Agreement and shall come into force in accordance with the provisions of Article 12 of this Agreement.

ARTICLE 11

Duration and Termination

1. This Agreement is concluded for an indefinite period of time.
2. The Parties may terminate this Agreement by a diplomatic note at any time. In such a case it shall become invalid after 6 months from the date of the receipt of the notice of its termination by the other Party.
3. In case of termination, the Parties shall co-operate in order to reach the best solutions for unsettled issues.

ARTICLE 12

Entry into Force

This Agreement shall come into force on the date of the receipt of the last notification by which the Parties mutually inform each other that, in compliance with their national legislations, they have fulfilled their internal legal procedures necessary for this Agreement to come into force.

Signed in Ljubljana on 8th April 2009, in two original copies, each in the Slovenian, Serbian and English languages, all texts being equally authentic. In case of divergence of interpretation or application of the provisions of this Agreement, the English version shall prevail.

Št. 510-59/2008-8

For the Government
of the Republic of Slovenia
Minister of defence
Ljubica Jelušič PhD (s)

For the Government
of the Republic of Serbia
Minister of defence
Dragan Šutanovac (s)

Državni zbor
Republike Slovenije
dr. Pavel Gantar l.r.
Predsednik

83. Zakon o ratifikaciji Sporazuma med Vlado Republike Slovenije in Vlado Republike San Marino o mednarodnem cestnem prevozu potnikov in blaga (BSMMCP)

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

U K A Z**o razglasitvi Zakona o ratifikaciji Sporazuma med Vlado Republike Slovenije in Vlado Republike San Marino o mednarodnem cestnem prevozu potnikov in blaga (BSMMCP)**

Razglašam Zakon o ratifikaciji Sporazuma med Vlado Republike Slovenije in Vlado Republike San Marino o mednarodnem cestnem prevozu potnikov in blaga (BSMMCP), ki ga je sprejel Državni zbor Republike Slovenije na seji 22. oktobra 2009.

Št. 003-02-9/2009-17

Ljubljana, dne 30. oktobra 2009

dr. Danilo Türk l.r.
Predsednik
Republike Slovenije

Z A K O N**O RATIFIKACIJI SPORAZUMA MED VLADO REPUBLIKE SLOVENIJE IN VLADO REPUBLIKE SAN MARINO O MEDNARODNEM CESTNEM PREVOZU POTNIKOV IN BLAGA (BSMMCP)**

1. člen

Ratificira se Sporazum med Vlado Republike Slovenije in Vlado Republike San Marino o mednarodnem cestnem prevozu potnikov in blaga, sklenjen v Ljubljani 24. januarja 2006.

2. člen

Besedilo sporazuma se v izvirniku v angleškem jeziku in v prevodu v slovenskem jeziku glasi:

**A G R E E M E N T
B E T W E E N
T H E G O V E R N M E N T
O F T H E R E P U B L I C O F S L O V E N I A
A N D T H E G O V E R N M E N T
O F T H E R E P U B L I C O F S A N M A R I N O
O N I N T E R N A T I O N A L T R A N S P O R T
O F P A S S E N G E R S A N D G O O D S B Y R O A D**

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

Anxious to contribute to the development of trade and economic relations between the two countries,

Determined to promote collaboration in road transport within the framework of the market economy,

Concerned about environment and people protection, the rational use of energy, road safety and the improvement of driver's working conditions,

Aiming towards the development of transport intermodality,

Recognising the mutual advantage of development of road transport,

Have agreed as follows:

**S P O R A Z U M
M E D
V L A D O R E P U B L I K E S L O V E N I J E
I N V L A D O R E P U B L I K E S A N M A R I N O
O M E D N A R O D N E M C E S T N E M P R E V O Z U
P O T N I K O V I N B L A G A**

Vlada Republike Slovenije in Vlada Republike San Marino, v nadaljevanju pogodbenici, sta se

v želji, da bi prispevali k razvoju trgovine in gospodarskih odnosov med državama,

odločeni, da spodbujata sodelovanje pri cestnem prevozu v okviru tržnega gospodarstva,

v skrbi za varstvo okolja in ljudi, racionalno uporabo energije, varnost na cesti in izboljšanje delovnih razmer voznikov,

v prizadevanju za razvoj različnih načinov prevoza,

ob priznavanju medsebojne prednosti razvoja cestnega prometa

sporazumeli, kot sledi:

PART I – GENERAL PROVISIONS

Article 1

Scope

The provisions of this Agreement shall apply to the carriage of goods and passengers by road between the territories of the Contracting Parties, in transit through their territories and to or from third countries performed by carriers established on the territory of one of the Contracting Parties.

The present Agreement does not affect the rights and obligations arising from the other international agreements the Contracting Parties have signed.

Article 2

Definitions

The terms used in this Agreement have the following meaning:

1. **“Transport Operator”** means any natural or legal person established on the territory of one of the Contracting Parties and authorised to carry out transport of passengers or goods.

2. **“Vehicle”** means a motor vehicle or a combination of vehicles of which at least the motor vehicle is registered in the country of either Contracting Party and which is used and equipped exclusively for the carriage of passengers or goods.

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

4. **“Cabotage”** means the transport of passengers or goods carried out by a transport operator of the country of one Contracting Party between individual places within the territory of the other Contracting Party.

5. **“Combined transport”** means the transport of goods whereby the lorry, trailer, semi-trailer, swap body or container of twenty feet or more in length, with or without tractor, use the road for the initial and terminal leg of the journey, which is as short as possible, and travel by rail, waterway or sea for the other part of the journey, the major part.

6. **“Territory of a Contracting Party”** means respectively the territory of the Republic of Slovenia and the territory of the Republic of San Marino.

7. **“Country of establishment”** means the territory of a Contracting Party within which the transport operator is established and the vehicle registered.

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

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

10. **“Regular passenger service”** means a service whereby passengers are carried over a specified route, according to a timetable and rates set and published in advance. Passengers are picked up or set down at predetermined stopping points.

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

A shuttle service may include accommodation of passengers at its destination and, if needed, during the journey.

I. DEL – SPLOŠNE DOLOČBE

1. člen

Obseg

Določbe tega sporazuma se uporabljajo za prevoz blaga in potnikov po cesti med ozemljema pogodbenic, tranzitno čez njuni ozemlji in v tretje države ali iz njih, ki ga opravljajo prevozniki, ki imajo sedež podjetja na ozemlju ene od pogodbenic.

Ta sporazum ne vpliva na pravice in obveznosti, ki izhajajo iz drugih mednarodnih sporazumov, ki sta jih podpisali pogodbenici.

2. člen

Pomen izrazov

Izrazi v tem sporazumu imajo naslednji pomen:

1. **“prevoznik”** pomeni katero koli fizično ali pravno osebo, ki ima sedež podjetja na ozemlju ene od pogodbenic in je pooblaščen za opravljanje prevoza potnikov ali blaga;

2. **“vozilo”** pomeni motorno vozilo ali kombinacijo vozil, od katerih je vsaj motorno vozilo registrirano v državi ene ali druge pogodbenice in se uporablja ter je opremljeno izključno za prevoz potnikov ali blaga;

3. **“prevoz”** pomeni vožnjo s polnim ali praznim vozilom, tudi če se vozilo, priklopnik ali polpriklopnik na delu vožnje prevaža z vlakom ali ladjo;

4. **“kabotaža”** pomeni prevoz potnikov ali blaga, ki ga prevoznik države ene pogodbenice opravlja med posameznimi kraji na ozemlju druge pogodbenice;

5. **“kombinirani prevoz”** pomeni prevoz blaga, pri čemer tovornjak, priklopnik, polpriklopnik, zamenljivo tovarišče ali zabojnik, ki v dolžino meri dvajset čevljev ali več, z vlečnim vozilom ali brez njega, uporablja cesto za začetni in končni del vožnje, ki je čim krajši, večji del vožnje pa se prevaža po železnici, vodnih poteh ali morju;

6. **“ozemlje pogodbenice”** pomeni ozemlje Republike Slovenije oziroma ozemlje Republike San Marino;

7. **“država, v kateri je sedež podjetja”** pomeni ozemlje pogodbenice, na katerem ima prevoznik sedež svojega podjetja in na katerem je vozilo registrirano;

8. **“država gostiteljica”** pomeni ozemlje pogodbenice, po katerem prevoznik opravlja prevoz, ne da bi imel na njem registrirano vozilo in sedež svojega podjetja;

9. **“avtobus”** pomeni vozilo, ki je registrirano na ozemlju ene od pogodbenic in je po konstrukciji in opremljen primerno in namenjeno prevozu potnikov ter ima poleg voznikovega več kot osem sedežev;

10. **“linijski prevoz potnikov”** pomeni prevoz potnikov po določeni progi, ki se opravlja v skladu z vnaprej določenim in objavljenim voznim redom in tarifami. Potniki vstopajo ali izstopajo na vnaprej določenih postajališčih;

11. **“izmenični prevoz”** pomeni prevoz, pri katerem se vnaprej oblikovane skupine potnikov prevažajo z več vožnjami tja in nazaj iz istega odhodnega kraja v isti namembni kraj. Vsaka skupina, sestavljena iz potnikov, ki so odpotovali skupaj, je pozneje pripeljana nazaj v odhodni kraj. Odhodni oziroma namembni kraj pomeni kraj, kjer se vožnja začne, oziroma kraj, kjer se vožnja konča, pri čemer so v vsakem primeru vključeni okoliški kraji v polmeru 50 km.

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

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

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

13. “**Control document**” means the passenger waybill for buses, which is in conformity with the specimen agreed upon by the Joint Committee referred to in Article 14 of the present Agreement.

14. “**Authorisation/Permit**” means the document, issued by the competent authorities of either Contracting Party which shall grant the right/possibility to the vehicle registered in the territory of the other Contracting Party to perform a journey to or through the territory of the Contracting Party which has issued the authorisation/permit.

15. “**Transit**” means the transport of passengers and/or goods by a vehicle registered in the territory of one Contracting Party through the territory of the other Contracting Party.

16. The term “**Dangerous goods**” means the goods which by virtue of properties and features inherent to them, while being transported, loaded, unloaded and stored, can be the cause of damage to hardware, equipment, buildings and constructions, as well as of death, injury or sickness of people, animals, and damage to environment.

Part II – PASSENGER TRANSPORT

Article 3

Regular service

1. Regular passenger services operated between the territories of the Contracting Parties or in transit through their territories are subject to a system of authorisations issued by the competent authority of the Contracting Parties.

2. The authorisation application should be made to the competent authority in the country of establishment of the transport operator. If the competent authority approves the application, the authorisation is communicated to the competent authority of the other Contracting Party.

The Joint Committee set up under Article 14 of the present Agreement hereof decides on the form that the authorisation application takes and the supporting documents required.

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

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

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

4. Changes in operating conditions and the cancellation of the service are decided under the procedure set out in paragraph 2 and 3 of this Article.

If there is no longer any demand for the service, the operator can cancel it, giving a three months notice to the competent authorities which issued the authorisations and to customers.

Article 4

Occasional and shuttle services

1. The occasional and the shuttle passenger services operated between the territories of the Contracting Parties and in transit through their territories are subject to a system of permits issued by the competent authorities of the Contracting Parties.

V nizu izmeničnih voženj se prva vožnja nazaj v odhodni kraj in zadnja vožnja v namembni kraj opravita s praznim vozilom;

12. “**občasni prevoz**” pomeni prevoz, ki ni opredeljen ne kot linijski prevoz potnikov in ne kot izmenični prevoz. Pogostost ali število prevozov ne vpliva na njihovo uvrstitev v občasni prevoz;

13. “**kontrolni dokument**” pomeni potniško spremnico za avtobuse, ki je v skladu z vzorcem, o katerem se dogovori skupni odbor iz 14. člena tega sporazuma;

14. “**dovoljenje/dovolilnica**” pomeni dokument, ki ga izdaja pristojna organa pogodbenic, in zagotavlja pravico/možnost, da lahko vozilo, ki je registrirano na ozemlju druge pogodbenice, potuje na ozemlje pogodbenice, ki je izdala dovoljenje/dovolilnico, ali čezenj;

15. “**tranzit**” pomeni prevoz potnikov in/ali blaga z vozilom, ki je registrirano na ozemlju ene pogodbenice, čez ozemlje druge pogodbenice;

16. **izraz “nevarne snovi”** pomeni snovi, ki lahko glede na svoje lastnosti in značilnosti med prevozom, natovarjanjem, raztovarjanjem in skladiščenjem povzročijo škodo na strojni opremi, opremi, zgradbah in objektih kot tudi smrt, poškodbe ali boleznij ljudi in živali ter škodo v okolju.

II. DEL – PREVOZ POTNIKOV

3. člen

Linijski prevoz

1. Za linijski prevoz potnikov, ki se opravlja med ozemljema pogodbenic ali tranzitno čez njuni ozemlji, velja sistem dovoljenj, ki jih izda pristojni organ pogodbenic.

2. Vlogo za dovoljenje je treba predložiti pristojnemu organu v državi, v kateri ima prevoznik sedež svojega podjetja. Če pristojni organ vlogo odobri, se dovoljenje pošlje pristojnemu organu druge pogodbenice.

O obliki vloge za dovoljenje in dokumentih, ki ji morajo biti priloženi, odloča skupni odbor, ustanovljen po 14. členu tega sporazuma.

3. Dovoljenja izdada na podlagi skupnega dogovora pristojna organa pogodbenic.

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

Dovoljenja veljajo največ pet let. Določajo pogoje opravljanja prevozov, vključno z okoljevarstvenimi in varnostnimi standardi, ki jih morajo izpolnjevati vozila.

4. O spremembah pogojev opravljanja prevozov in odpovedi linije se odloča po postopku, določenem v drugem in tretjem odstavku tega člena.

Če ni več povpraševanja po liniji, jo lahko prevoznik odpove s trimesečnim odpovednim rokom pristojnima organoma, ki sta dovoljenji izdala, in strankam.

4. člen

Občasni in izmenični prevoz

1. Za občasni in izmenični prevoz, ki se opravlja med ozemljema pogodbenic in tranzitno čez njuni ozemlji, velja sistem dovolilnic, ki jih izdada pristojna organa pogodbenic.

The Joint Committee set under Article 14 of the present Agreement hereof agrees upon technical, environmental and safety standards requirements that the vehicles carrying out the transport stipulated by this article must comply with.

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

- a) closed-door tours whereby the same vehicle is used to carry the same group of passengers throughout the journey and to bring them to the place of departure;
- b) services which make the outward journey laden and the return journey unladen;
- c) services which make the outward journey unladen and the return journey laden, provided that passengers have been previously brought by the same carrier to the territory of the Contracting Party where they are picked up again and carried to the territory of the country of establishment.

3. The picking up of passengers on a liberalised service journey is not permitted unless special permit is granted.

The Joint Committee set up under Article 14 of the present Agreement hereof may extend the permit exemption to other categories of occasional services.

4. The permit application should be made to the competent authority in the host country.

The Joint Committee set up under Article 14 of the present Agreement hereof decides on the form that the permit application takes and the supporting documents required.

5. The occasional services exempted from permit requirements and operated by using buses must be covered by a control document. The conditions of use and the content of the control document are laid down by the Joint Committee referred to in Article 14 of the present Agreement hereof.

Article 5

Provisions common to passenger services

1. Transport permits are not transferable to other transport operators.
2. The running of cabotage is prohibited.

PART III – GOODS TRANSPORT

Article 6

Permit System

1. Transport operators established on the territory of one of the Contracting Parties may, under the system of universal permits, undertake:

- a) transport between the territories of the two Contracting Parties;
- b) transit transport;
- c) transport between a point on the territory of the other Contracting Party and a point on the territory of the third country, if the itinerary passes through the territory of the country where the vehicle is registered.

2. Transport between a point on the territory of the other Contracting Party and a point on the territory of the third country is performed with a special permit if the itinerary does not pass through the territory of the country of the registration.

3. Cabotage is only permitted with the special authorisation of the host country.

4. The Joint Committee set up under Article 14 of the present Agreement lays down other types of permits. If necessary it may put forward proposals on the running of transport without permits.

Skupni odbor, ustanovljen po 14. členu tega sporazuma, se dogovori o zahtevah tehničnih, okoljevarstvenih in varnostnih standardov, ki jih morajo izpolnjevati vozila, ki opravljajo prevoz, določen v tem členu.

2. Kot izjema k prvemu odstavku je spodaj navedeni prevoz oproščen sistema dovolilnic na ozemlju države gostiteljice:

- a) krožne vožnje zaprtih vrat, pri katerih se isto vozilo uporablja za prevoz iste skupine potnikov ves čas potovanja in jo tudi pripelje nazaj v odhodni kraj,
- b) prevoz s polnim vozilom v namembni kraj in s praznim vozilom nazaj v odhodni kraj,
- c) prevoz s praznim vozilom v namembni kraj in s polnim vozilom nazaj v odhodni kraj pod pogojem, da je potnike predhodno pripeljal isti prevoznik na ozemlje pogodbenice, na katerem jih spet prevzame in odpelje na ozemlje države, na katerem ima sedež svojega podjetja.

3. Med potovanjem z liberaliziranim prevozom ni dovoljeno sprejemati potnikov v vozilo, razen če je za to izdana posebna dovolilnica.

Skupni odbor, ustanovljen po 14. členu tega sporazuma, lahko dopolni vrste občasnega prevoza, za katere dovolilnice niso potrebne.

4. Vlogo za dovolilnico je treba predložiti pristojnemu organu v državi gostiteljici.

Skupni odbor, ustanovljen po 14. členu tega sporazuma, odloča o obliki vloge za dovolilnico in dokumentih, ki ji morajo biti priloženi.

5. Za občasn timer prevoz, ki je oproščen dovolilnic in se opravlja z avtobusi, je potreben kontrolni dokument. Pogoje za uporabo in vsebino kontrolnega dokumenta določi skupni odbor iz 14. člena tega sporazuma.

5. člen

Skupne določbe za prevoz potnikov

1. Dovolilnice za prevoz niso prenosljive na druge prevoznike.
2. Opravljanje kabotaže je prepovedano.

III. DEL – PREVOZ BLAGA

6. člen

Sistem dovolilnic

1. Prevozniki, katerih sedež podjetja je na ozemlju ene od pogodbenic, lahko na podlagi sistema univerzalnih dovolilnic opravljajo:

- a) prevoz med ozemljema pogodbenic,
- b) tranzitni prevoz,
- c) prevoz med krajem na ozemlju druge pogodbenice in krajem na ozemlju tretje države, če itinerar poteka čez ozemlje države, v kateri je vozilo registrirano.

2. Prevoz med krajem na ozemlju druge pogodbenice in krajem na ozemlju tretje države se opravlja s posebno dovolilnico, če itinerar ne poteka čez ozemlje države registracije.

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

4. Skupni odbor, ustanovljen po 14. členu tega sporazuma, določa druge vrste dovolilnic. Po potrebi lahko daje predloge za opravljanje prevoza brez dovolilnic.

Article 7**Exemption from permit requirements**

1. Permits referred to in Article 6 of the present Agreement are not required for:

a) transport by vehicles whose Total Permissible Laden Weight [TPLW], including trailers, does not exceed 6 tons, or when the permitted payload, including trailers, does not exceed 3.5 tons;

b) transport on an occasional basis, to or from airports, in case air services are diverted;

c) transport of vehicles which are damaged or have broken down and the runs of breakdown repair vehicles;

d) unladen runs by a goods vehicle sent to replace a vehicle which has broken down in another country, and also the return run, after repair of the vehicle that had broken down;

e) transport of medical supplies and equipment needed for emergencies, more particularly in response to natural disasters and also a humanitarian aid;

f) transport of works and objects of art for fairs and exhibitions or for non-commercial purposes;

g) transport for non-commercial purposes of properties, accessories and animals to or from theatrical, musical, film, sports or circus performances and fairs, and those intended for radio recordings, or for film or television production;

h) removals of household appliances carried out by enterprises with special staff and equipment for this purpose;

i) funeral transport;

j) transport of mail.

2. The Joint Committee set up under Article 14 of the present Agreement hereof may add to, or remove from, the list of transport categories exempted from the permit requirements.

Article 8**Common provisions for goods transport**

1. The competent authorities of the two Contracting Parties exchange an agreed number of blank permit forms every year.

The permits shall be valid up to 31 January of the successive of calendar year.

2. Permits are not transferable to other transport operators.

3. Permit can only be used for one vehicle at a time. In the case of combination of vehicles, the motor vehicle is the determining factor in permit issue or exemption.

4. The Joint Committee set up under Article 14 of the present Agreement hereof determines the quota, category and any further conditions governing permit use.

PART IV – COMMON PROVISIONS**Article 9****Taxes and duties**

1. Vehicles performing international road transport of goods, passengers and luggage and registered on the territory of the Contracting Party and temporarily located on the territory of the other Contracting Party under the terms of this Agreement are exempt from payment of all taxes related to the ownership, registration and running of the vehicle.

2. The fuel (no more than 200 liters for goods transport vehicles and no more than 600 litres for buses) contained in the normal, by the manufacturer built-in fixed tanks of the vehicle intended to drive the vehicle, as well as lubricants and spare parts are exempt from all customs duties in compliance with national legislation of the host country.

Unused spare parts must be exported from the country, and substituted parts must be exported or eliminated in presence of the Customs officials of the respective Contracting Party.

7. člen**Prevoz, za katerega dovolilnice niso potrebne**

1. Dovolilnice iz 6. člena tega sporazuma niso potrebne za:

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

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

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

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

e) prevoz medicinskih potrebščin in opreme za nujne primere, še zlasti ob naravnih nesrečah in kot človekoljubno pomoč,

f) prevoz umetniških del in predmetov za sejme in razstave ali za nekomercialne namene,

g) prevoz gledaliških rekvizitov, pripomočkov in živali na gledališke, glasbene, filmske, športne ali cirkuške predstave, in sejme ter z njih v nekomercialne namene in tistih, ki so namenjeni za radijska snemanja ali filmsko ali televizijsko produkcijo,

h) selitveni prevoz, ki ga opravlja podjetje s posebno opremo in osebjem v ta namen,

i) prevoz posmrtnih ostankov,

j) prevoz pošte.

2. Skupni odbor, ustanovljen po 14. členu tega sporazuma, lahko razširi ali skrči seznam vrst prevoza, za katere dovolilnice niso potrebne.

8. člen**Skupne določbe za prevoz blaga**

1. Pristojna organa pogodbenic si vsako leto izmenjata dogovorjeno število neizpolnjenih obrazcev dovolilnic.

Dovolilnice veljajo do 31. januarja prihodnjega koledarskega leta.

2. Dovolilnice niso prenosljive na druge prevoznike.

3. Dovolilnica se lahko hkrati uporablja samo za eno vozilo. Pri kombinaciji vozil je motorno vozilo odločilen dejavnik pri izdaji ali oprostitvi dovolilnic.

4. Skupni odbor iz 14. člena tega sporazuma določi kvoto, vrsto in kakršne koli dodatne pogoje za uporabo dovolilnic.

IV. DEL – SKUPNE DOLOČBE**9. člen****Davčne določbe**

1. Vozila, s katerimi se opravlja mednarodni cestni prevoz blaga, potnikov in prtljage, registrirana na ozemlju pogodbenice in so začasno na ozemlju druge pogodbenice po določilih tega sporazuma, so oproščena plačila vseh dajatev v zvezi z lastništvom, registracijo in upravljanjem vozila.

2. Gorivo (največ 200 litrov za tovorna vozila in največ 600 litrov za avtobuse), ki je v serijsko vgrajenih, standardnih rezervoarjih vozila in je namenjeno pogonu vozila, ter maziva in rezervni deli so oproščeni vseh carinskih dajatev v skladu z notranjo zakonodajo države gostiteljice.

Neuporabljeni rezervni deli se izvozijo iz države, zamenjani deli pa se izvozijo ali uničijo v prisotnosti carinskih uradnikov pogodbenice.

3. The transport covered by the terms of this Agreement is subject to the road user charges, tolls and other duties levied for the use of the road network or bridges in the host country. The tolls and other charges are levied on transport operators of the countries of both Contracting Parties indiscriminately.

Article 10 **Weights and dimensions**

1. The permissible maximum weight, axle weight and dimensions of vehicles must not exceed those entered in the registration documents nor the upper permissible limits in force in the host country.

2. The use of vehicles whose weight and dimensions exceed the upper permissible limits is permitted in the host country only with a special authorisation applied for in advance.

Article 11 **Equipment and other characteristics**

1. Vehicles carrying dangerous goods must be fitted out and equipped in accordance with the requirements of the European Agreement Concerning the International Carriage of Dangerous Goods by Road of 30 September 1957, as modified (ADR).

2. Equipment used to monitor crew driving and rest time on vehicles must comply with the provisions of the European Agreement Concerning the Work of Crews of Vehicles Engaged in International Road Transport of 1 July 1970, as modified (AETR).

3. The Contracting Parties undertake to promote, within the framework of this Agreement, the use of vehicles meeting safety and emission standards.

Article 12 **Control**

The permits, authorisations, control documents and other papers under this Agreement, as well as the consignment note, passenger waybills, insurance certificates, training certificates and all other papers required under international agreements of the countries of the Contracting Parties have signed and/or under legislations of the countries of the Contracting Parties must be kept in vehicles and be produced at the request of authorised officials.

Article 13 **Obligations of transport operators and infringements**

1. The transport operators of the country of a Contracting Party and the crews of their vehicles must, when on the territory of the other Contracting Party, comply with national legislation in force in that country.

2. In the event of any infringement of the provisions of this Agreement by a transport operator of the country of a Contracting Party, the Competent Authority of the Contracting Party on whose territory the infringement occurred shall, without prejudice to the legal proceedings of its country, notify the competent authority of the other Contracting Party which will take such steps as provided for by the national legislation of its country. In particularly serious cases, the competent authority of the host country may temporarily prohibit access to the territory of its country pending a decision by the competent authority in the country of establishment. The competent authorities of the Contracting Parties shall keep each other mutually informed on decisions taken.

Article 14 **Joint Committee**

1. For the purpose of proper implementation of the present Agreement and to handle the issues related to it a Joint Committee shall be set up from the representatives of the competent authorities of the Contracting Parties.

3. Za prevoz, za katerega veljajo določila tega sporazuma, se v državi gostiteljici plačujejo cestne pristojbine, cestnine in druge dajatve za uporabo cestnega omrežja ali mostov. Cestnine in druge pristojbine se prevoznikom držav pogodbenic zaračunavajo brez razlikovanja.

10. člen **Masa in dimenzije**

1. Največja dovoljena masa, osna obremenitev in dimenzije vozila ne smejo presežati tistih, ki so vpisane v registracijskih dokumentih, in ne zgornjih meja, veljavnih v državi gostiteljici.

2. Uporaba vozil, katerih masa in dimenzije presegajo dovoljeno zgornjo mejo, je v državi gostiteljici dovoljena le s posebnim dovoljenjem, ki se pridobi vnaprej.

11. člen **Oprema in druge značilnosti**

1. Vozila za prevoz nevarnega blaga morajo biti opremljena v skladu z zahtevami Evropskega sporazuma o mednarodnem prevozu nevarnih snovi po cesti z dne 30. septembra 1957, kot je bil spremenjen (ADR).

2. Oprema, ki je v vozilih nameščena za spremljanje in nadzorovanje časa vožnje in časa počitka posadke, mora biti v skladu z določbami Evropskega sporazuma o delu posadk vozil, ki opravljajo mednarodne cestne prevoze, z dne 1. julija 1970, kot je bil spremenjen (AETR).

3. Pogodbenici se zavezujeta, da bosta v okviru tega sporazuma spodbujali uporabo vozil, ki izpolnjujejo varnostne standarde in standarde glede emisij.

12. člen **Nadzor**

Dovoliilnice, dovoljenja, kontrolni in drugi dokumenti po tem sporazumu kot tudi tovorni list, potniške spremnice, potrdila o zavarovanju, potrdila o usposobljenosti in vsi drugi dokumenti, potrebni po mednarodnih sporazumih in ali zakonodaji držav pogodbenic, morajo biti v vozilih in jih je treba pokazati na zahtevo pooblaščenih uradnih oseb.

13. člen **Obveznosti prevoznikov in kršitve**

1. Prevozniki države pogodbenice in posadke njihovih vozil morajo na ozemlju druge pogodbenice spoštovati notranjo zakonodajo v tej državi.

2. Če prevoznik države pogodbenice krši določbe tega sporazuma, pristojni organ pogodbenice, na katere ozemlju je bila storjena kršitev, brez vpliva na pravne postopke svoje države uradno obvesti pristojni organ druge pogodbenice, ki bo ukrepal tako, kot je določeno v notranji zakonodaji njegove države. V posebej hudih primerih lahko pristojni organ države gostiteljice začasno prepove vstop na ozemlje svoje države, dokler pristojni organ v državi, v kateri ima prevoznik sedež svojega podjetja, ne sprejme odločitve. Pristojna organa pogodbenic se medsebojno obveščata o sprejetih odločitvah.

14. člen **Skupni odbor**

1. Za pravilno izvajanje tega sporazuma in reševanje vprašanj v zvezi z njim se ustanovi skupni odbor iz predstavnikov pristojnih organov pogodbenic.

2. When necessary representatives of other authorities may also participate.

Article 15

Competent Authorities

The Competent Authorities for the implementation of the present Agreement are:

In the Republic of Slovenia: the Ministry of Transport of the Republic of Slovenia.

In the Republic of San Marino: the Secretariat of State for Transport.

In case of changes of competent authorities indicated in this paragraph the names of competent authorities are communicated to the other Contracting Party through diplomatic channels.

2. Po potrebi lahko sodelujejo tudi predstavniki drugih organov.

15. člen

Pristojna organa

Pristojna organa za izvajanje tega sporazuma sta:

v Republiki Sloveniji: Ministrstvo za promet Republike Slovenije,

v Republiki San Marino: Državni sekretariat za promet.

Pri spremembah organov iz tega odstavka se naziva pristojnih organov sporočita drugi pogodbenici po diplomatski poti.

PART V – FINAL PROVISIONS

Article 16

Entry into force and duration of the Agreement

1. The present Agreement shall enter into force on the date of the receipt of the last written notification by which the Contracting Parties notify each other that their internal legal procedures necessary for its entry into force have been completed.

2. This Agreement shall remain in force for an indefinite period of time. Either of the Contracting Parties may terminate it by written notice. The Agreement shall expire three months following the date of the receipt of such notification.

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

Done at Ljubljana on 24 January 2006 in two original copies in English.

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

For the Government
of the Republic of San Marino
Fabio Berardi (s)

Za Vlado
Republike Slovenije
Dimitrij Rupel l.r.

Za Vlado
Republike San Marino
Fabio Berardi l.r.

V. DEL KONČNE DOLOČBE

16. člen

Začetek veljavnosti in trajanje sporazuma

1. Ta sporazum začne veljati z dnem prejema zadnjega pisnega obvestila po diplomatski poti, s katerim se pogodbenici uradno obvestita, da so končani njuni notranjepravni postopki, potrebni za začetek njegove veljavnosti.

2. Ta sporazum velja nedoločen čas. Ena ali druga pogodbenica ga lahko odpove s pisnim obvestilom o odpovedi. Sporazum preneha veljati tri mesece po prejemu takega uradnega obvestila.

V potrditev tega sta podpisana, ki sta bila za to pravilno pooblaščenca, podpisala ta sporazum.

Sestavljeno v Ljubljani dne 24. januarja 2006 v dveh izvornikih v angleškem jeziku.

3. člen

Za izvajanje sporazuma skrbi Ministrstvo za promet.

4. člen

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

Št. 326-07/09-56/12
Ljubljana, dne 22. oktobra 2009
EPA 344-IV

Državni zbor
Republike Slovenije
dr. Pavel Gantar l.r.
Predsednik

84. Zakon o ratifikaciji Sporazuma med Republiko Slovenijo in Ukrajino o izmenjavi in medsebojnem varovanju tajnih podatkov (BUKVTP)

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

U K A Z**o razglasitvi Zakona o ratifikaciji Sporazuma med Republiko Slovenijo in Ukrajino o izmenjavi in medsebojnem varovanju tajnih podatkov (BUKVTP)**

Razglasjam Zakon o ratifikaciji Sporazuma med Republiko Slovenijo in Ukrajino o izmenjavi in medsebojnem varovanju tajnih podatkov (BUKVTP), ki ga je sprejel Državni zbor Republike Slovenije na seji 22. oktobra 2009.

Št. 003-02-9/2009-18
Ljubljana, dne 30. oktobra 2009

dr. Danilo Türk l.r.
Predsednik
Republike Slovenije

Z A K O N**O RATIFIKACIJI SPORAZUMA MED REPUBLIKO SLOVENIJO IN UKRAJINO O IZMENJAVI IN MEDSEBOJNEM VAROVANJU TAJNIH PODATKOV (BUKVTP)**

1. člen

Ratificira se Sporazum med Republiko Slovenijo in Ukrajino o izmenjavi in medsebojnem varovanju tajnih podatkov, sklenjen v Ljubljani 4. junija 2008.

2. člen

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

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E X C H A N G E A N D M U T U A L P R O T E C T I O N
O F C L A S S I F I E D I N F O R M A T I O N****P R E A M B U L A**

Republika Slovenija in Ukrajina, v nadaljevanju "pogodbenci", sta se ob medsebojnem upoštevanju državnih interesov in varnosti v želji, da bi zagotovili varovanje tajnih podatkov, izmenjanih med njima ali med državnimi organi in zasebnimi subjekti v njuni pristojnosti, ali tajnih podatkov, ki jih ustvarita skupaj, dogovorili:

**1. ČLEN
POMEN IZRAZOV**

V tem sporazumu izrazi pomenijo:

tajni podatek: podatek, ki ga je po zakonodaji pogodbenice treba varovati pred nepooblaščenim razkritjem, odtujitvijo ali izgubo in je bil kot tak označen ne glede na njegovo obliko;

P R E A M B L E

The Republic of Slovenia and Ukraine, hereinafter referred to as the "Contracting Parties", wishing to ensure the protection of Classified Information exchanged between them or between state bodies and private entities under their jurisdiction or jointly created by them, have, in mutual respect for national interests and security, agreed upon the following:

**ARTICLE 1
DEFINITIONS**

For the purposes of this Agreement these terms mean the following:

Classified Information: Information that, under the legislation of either Contracting Party, requires protection against unauthorised disclosure, misappropriation or loss, and has been designated as such, regardless of its form.

* Besedilo sporazuma v ukrajinskem jeziku je na vpogled v Sektorju za mednarodno pravo Ministrstva za zunanje zadeve.

pogodba s tajnimi podatki: pogodba, izvajanje katere vključuje prenos in uporabo tajnih podatkov ali v okviru katere nastanejo tajni podatki;

pogodbenica izvora: pogodbenica, vključno z državnimi organi ali zasebnimi subjekti v njeni pristojnosti, ki da tajne podatke drugi pogodbenici;

pogodbenica prejemnica: pogodbenica, vključno z državnimi organi ali zasebnimi subjekti v njeni pristojnosti, ki prejme tajne podatke od pogodbenice izvora;

tretja stran: država, vključno z državnimi organi ali zasebnimi subjekti v njeni pristojnosti, ali mednarodna organizacija, ki ni pogodbenica tega sporazuma.

2. ČLEN

OZNAKE STOPNJE TAJNOSTI

1. Tajni podatki, dani na podlagi tega sporazuma, so označeni z ustreznimi oznakami stopnje tajnosti po notranji zakonodaji pogodbenic.

2. Enakovredne oznake stopnje tajnosti so:

v Republiki Sloveniji	v Ukrajini	v angleškem jeziku
STROGO TAJNO	ОСОБЛИВОЇ ВАЖЛИВОСТІ	TOP SECRET
TAJNO	ЦІЛКОМ ТАЄМНО	SECRET
ZAUPNO	ТАЄМНО	CONFIDENTIAL
INTERNO	ДЛЯ СЛУЖБОВОГО КОРИСТУВАННЯ	RESTRICTED

3. ČLEN

PRISTOJNA VARNOSTNA ORGANA

Pristojna varnostna organa (PVO) pogodbenic, ki sta odgovorna za izvajanje tega sporazuma, sta:

v Republiki Sloveniji:

Urad Vlade Republike Slovenije za varovanje tajnih podatkov (nacionalni varnostni organ);

v Ukrajini:

Varnostna služba Ukrajine.

4. ČLEN

DOSTOP DO TAJNIH PODATKOV

1. Dostop do tajnih podatkov, ki se dajejo po tem sporazumu, je omejen na posameznike, ki so pravilno pooblaščen v skladu z zakonodajo posamezne pogodbenice.

2. Če so izpolnjene postopkovne zahteve, določene v notranji zakonodaji, pogodbenici medsebojno priznavata dovoljenja za dostop do tajnih podatkov. Pri tem se uporablja drugi odstavek 2. člena tega sporazuma.

5. ČLEN

VAROVANJE TAJNIH PODATKOV

1. Pogodbenica izvora:

a) zagotovi, da so tajni podatki označeni z ustrežno oznako stopnje tajnosti v skladu z notranjo zakonodajo;

b) obvesti pogodbenico prejemnico o:

– vseh pogojev za dostop do tajnih podatkov ali omejitvah njihove uporabe in

– vseh poznejših spremembah stopnje tajnosti ali preklicu tajnosti.

Classified Contract: A contract the performance of which involves the transfer and use of Classified Information, or within the framework of which Classified Information is produced.

Originating Party: The Contracting Party, including any state bodies or private entities under its jurisdiction, which releases Classified Information to the other Contracting Party.

Recipient Party: The Contracting Party, including any state bodies or private entities under its jurisdiction, which receives Classified Information from the Originating Party.

Third Party: A state, including any state bodies or private entities under its jurisdiction, or an international organisation that is not party to this Agreement.

ARTICLE 2

SECURITY CLASSIFICATION MARKINGS

1. Classified Information released under this Agreement shall be marked with security classification markings as appropriate under the national legislation of the Contracting Parties.

2. The equivalence of national security classification markings is as follows:

In the Republic of Slovenia	In Ukraine	Equivalent in English
STROGO TAJNO	ОСОБЛИВОЇ ВАЖЛИВОСТІ	TOP SECRET
TAJNO	ЦІЛКОМ ТАЄМНО	SECRET
ZAUPNO	ТАЄМНО	CONFIDENTIAL
INTERNO	ДЛЯ СЛУЖБОВОГО КОРИСТУВАННЯ	RESTRICTED

ARTICLE 3

COMPETENT SECURITY AUTHORITIES

The Competent Security Authorities (CSA) of the Contracting Parties responsible for the implementation of this Agreement are the following:

In the Republic of Slovenia:

Government Office for the Protection of Classified Information (National Security Authority)

In Ukraine:

Security Service of Ukraine.

ARTICLE 4

ACCESS TO CLASSIFIED INFORMATION

1. Access to Classified Information released under this Agreement shall be limited to individuals duly authorised in accordance with the legislation of the respective Contracting Party.

2. Subject to the fulfilment of procedural requirements laid down in the national legislation, the Contracting Parties shall mutually recognise their Personnel Security Clearances. The provision of the second paragraph of Article 2 of this Agreement shall apply accordingly.

ARTICLE 5

PROTECTION OF CLASSIFIED INFORMATION

1. The Originating Party shall:

a) ensure that Classified Information is marked with an appropriate security classification marking in accordance with its national legislation;

b) inform the Recipient Party

– of any conditions of release or limitations on its use, and

– of any subsequent changes in classification or revocation of classification.

2. Pogodbenica prejemnica:

a) v skladu z notranjo zakonodajo zagotovi enakovredno stopnjo varovanja tajnih podatkov, kot jo zagotavlja pogodbenica izvora;

b) zagotovi, da so tajni podatki označeni z enakovrednimi oznakami stopnje tajnosti skladno z drugim odstavkom 2. člena tega sporazuma;

c) zagotovi, da se oznake stopnje tajnosti ne spreminjajo, razen s pisnim dovoljenjem pogodbenice izvora.

6. ČLEN**OMEJITEV UPORABE TAJNIH PODATKOV**

1. Pogodbenica prejemnica uporabi tajne podatke izključno za namen, za katerega so ji bili dani, in z omejitvami, ki jih je navedla pogodbenica izvora.

2. Pogodbenica prejemnica tajnih podatkov ne da tretji strani brez pisnega soglasja pogodbenice izvora.

7. ČLEN**PRENOS TAJNIH PODATKOV**

Prenos tajnih podatkov med pogodbenicama poteka po odobrenih in zaščiteneh informacijsko-komunikacijskih poteh ali po diplomatski poti ali na drug način, o katerem se dogovorita pristojna varnostna organa.

8. ČLEN**RAZMNOŽEVANJE, PREVAJANJE IN UNIČEVANJE TAJNIH PODATKOV**

1. Vsi izvodi in prevodi so označeni z ustrežno oznako stopnje tajnosti in varovani kot tajni podatki izvirnika. Prevodi in izvodi so omejeni na količino, potrebno za namene, za katere so bili dani.

2. Vsak prevod mora v jeziku prevoda vsebovati ustrežno navedbo, da prevod vsebuje tajne podatke pogodbenice izvora.

3. Tajni podatki z oznako STROGO TAJNO/ОСОБЛИВОЇ ВАЖЛИВОСТІ se prevajajo ali razmnožujejo izključno s pisnim dovoljenjem pogodbenice izvora. Tajni podatki, označeni s STROGO TAJNO/ОСОБЛИВОЇ ВАЖЛИВОСТІ, se ne smejo uničiti in se vrnejo pogodbenici izvora takoj, ko niso več potrebni.

9. ČLEN**OBISKI**

1. Za obiske, pri katerih je potreben dostop do tajnih podatkov, je potrebno predhodno dovoljenje, ki ga izda pristojni varnostni organ.

2. Zaposilo za obisk se predloži ustreznemu pristojnemu varnostnemu organu vsaj 20 dni pred začetkom obiska in vsebuje:

a) ime in priimek obiskovalca, datum in kraj rojstva, državljanstvo in številko osebne izkaznice ali potnega lista;

b) položaj obiskovalca s podatki organizacije, ki jo obiskovalec zastopa, ali naslov in podrobne podatke o pogodbi s tajnimi podatki, pri kateri obiskovalec sodeluje;

c) veljavnost in stopnjo tajnosti dovoljenja za dostop do tajnih podatkov obiskovalca;

d) ime, naslov, telefonsko številko, številko telefaksa, elektronski naslov organizacije, v kateri bo obisk, in ime osebe za stike v tej organizaciji;

e) namen obiska, vključno z najvišjo stopnjo tajnosti obravnavanih podatkov;

f) datum in trajanje obiska ter pri večkratnih obiskih celotno obdobje, v katerem bodo potekali obiski;

g) datum, podpis in žig pristojnega varnostnega organa.

2. The Recipient Party shall:

a) in accordance with its national legislation afford the equivalent level of protection to Classified Information as afforded by the Releasing Party;

b) ensure that Classified Information is marked with equivalent security classification markings in accordance with the provision of the second paragraph of Article 2 of this Agreement;

c) ensure that security classification markings are not altered except if authorised in writing by the Originating Party.

ARTICLE 6**RESTRICTION ON USE OF CLASSIFIED INFORMATION**

1. The Recipient Party shall use the Classified Information only for the purpose it has been released for and within the limitations stated by the Originating Party.

2. The Recipient Party shall not release Classified Information to a Third Party without the written consent of the Originating Party.

ARTICLE 7**TRANSMISSION OF CLASSIFIED INFORMATION**

Classified Information shall be transmitted between the Contracting Parties through approved and protected information and communication channels, or through diplomatic channels or as otherwise agreed between the CSAs.

ARTICLE 8**REPRODUCTION, TRANSLATION AND DESTRUCTION OF CLASSIFIED INFORMATION**

1. All reproductions and translations shall bear appropriate security classification markings and shall be protected as the original Classified Information. The translations and number of reproductions shall be limited to the amount required for the purpose for which Classified Information was released.

2. All translations shall contain a suitable annotation in the language of the translation, indicating that it contains Classified Information of the Originating Party.

3. Classified Information marked as STROGO TAJNO/ОСОБЛИВОЇ ВАЖЛИВОСТІ shall be translated or reproduced only upon the written permission of the Originating Party. Classified Information marked as STROGO TAJNO/ОСОБЛИВОЇ ВАЖЛИВОСТІ shall not be destroyed and shall be returned immediately to the Originating Party when no longer required.

ARTICLE 9**VISITS**

1. Visits necessitating access to Classified Information shall be subject to prior permission issued by the respective Competent Security Authority.

2. A request for visit shall be submitted to the relevant CSA at least 20 days prior to the commencement of the visit, and shall include the following:

a) name of the visitor, date and place of birth, nationality and ID card/passport number;

b) position of the visitor, together with a specification of the facility which the visitor represents, or the title and details of the Classified Contract in which the visitor participates;

c) validity and level of the Personnel Security Clearance of the visitor;

d) name, address, phone/fax number, e-mail and point of contact of the facility to be visited;

e) purpose of the visit, including the highest level of the Classified Information to be involved;

f) dates and duration of the visit, and in case of a recurring visit the total period covered by the visits shall be stated;

g) date, signature and stamp of the official seal of the CSA.

3. V nujnih primerih se zaprosilo za obisk predloži najmanj pet delovnih dni pred začetkom obiska.

4. Pristojna varnostna organa se lahko v posamezni pogodbi s tajnimi podatki dogovorita o seznamu obiskovalcev, ki imajo pravico do večkratnih obiskov. Seznam velja 12 mesecev in se lahko podaljša še za največ 12 mesecev. Zaposilo za večkratne obiske se predloži v skladu z drugim odstavkom tega člena. Ko je seznam potrjen, se lahko sodelujoči organizaciji neposredno dogovarjata o obiskih.

5. Vsak tajni podatek, ki ga pridobi obiskovalec, se šteje kot tajni podatek po tem sporazumu.

10. ČLEN

POGODBE S TAJNIMI PODATKI

1. Če so izpolnjene postopkovne zahteve, določene v notranji zakonodaji, pogodbenici medsebojno priznavata varnostna dovoljenja organizacij. Pri tem se uporablja drugi odstavek 2. člena tega sporazuma.

2. Pristojni varnostni organ pogodbenice izvora lahko zahteva, da pristojni varnostni organ pogodbenice prejemnice v organizaciji opravi varnostni pregled v skladu z notranjo zakonodajo, da se zagotovi stalno upoštevanje varnostnih standardov.

3. Pogodba s tajnimi podatki vsebuje določbe o varnostnih zahtevah in stopnji tajnosti vsakega njenega vidika ali sestavine.

4. Pristojni varnostni organ na podlagi zaprosila potrdi, da imajo predlagani izvajalci in posamezniki, ki sodelujejo pri pogajanjih pred sklenitvijo pogodbe ali izvajanju pogodb s tajnimi podatki, ustrezno dovoljenje za dostop do tajnih podatkov in varnostno dovoljenje organizacije.

11. ČLEN

SODELOVANJE PRI VAROVANJU TAJNOSTI

1. Zaradi doseganja in ohranjanja primerljivih varnostnih standardov se pristojna varnostna organa na podlagi zaprosila obveščata o državnih varnostnih standardih, postopkih in praksah za varovanje tajnih podatkov. V ta namen se lahko pristojna varnostna organa obiskujeta.

2. Pristojna varnostna organa se obveščata o trenutnih varnostnih tveganjih, ki lahko ogrozijo dane tajne podatke.

3. V skladu z omejitvami notranje zakonodaje si pristojna varnostna organa na podlagi zaprosila pomagata pri izvajanju postopkov varnostnega preverjanja.

4. Pristojna varnostna organa se takoj obvestita o vsaki spremembi v medsebojno priznanih dovoljenjih za dostop do tajnih podatkov in varnostnih dovoljenjih organizacij.

5. Sodelovanje med pristojnima varnostnima organoma po tem sporazumu poteka v angleškem jeziku.

12. ČLEN

KRŠITEV VAROVANJA TAJNOSTI

1. Ob kršitvi varovanja tajnosti, katere posledica je ali bi lahko bilo nepooblaščenost razkritje, odtujitev ali izguba tajnih podatkov, ali sumu take kršitve pristojni varnostni organ pogodbenice prejemnice o tem takoj pisno obvesti pristojni varnostni organ pogodbenice izvora.

2. Ustrezni organi pogodbenice prejemnice (ki jim po potrebi pomagajo ustrezni organi pogodbenice izvora) takoj raziščejo dogodek v skladu s svojo notranjo zakonodajo. Pogodbenica prejemnica takoj obvesti pogodbenico izvora o okoliščinah dogodka, povzročeni škodi, ukrepih, sprejetih za njeno ublažitev, in ugotovitvah preiskave.

3. In urgent cases, the request for visit shall be submitted at least five working days prior to the commencement of the visit.

4. In a particular Classified Contract, the CSAs may agree on a list of visitors entitled to recurring visit. The list shall be valid for an initial period not exceeding 12 months and may be extended for a further period of time not exceeding 12 months. The request for a recurring visit shall be submitted in accordance with the provision of the second paragraph of this Article. Once a list has been approved, visits may be arranged directly between the facilities involved.

5. Any Classified Information acquired by a visitor shall be considered as Classified Information released under this Agreement.

ARTICLE 10

CLASSIFIED CONTRACTS

1. Subject to the fulfilment of procedural requirements laid down in national legislation, the Contracting Parties shall mutually recognise their Facility Security Clearances. The provision of the second paragraph of Article 2 of this Agreement shall apply accordingly.

2. The CSA of the Originating Party may request that the CSA of the Recipient Party carry out a security inspection at a facility to ensure continued compliance with security standards according to national laws and regulations.

3. A Classified Contract shall contain provisions on the security requirements and on the classification of each aspect or element of the Classified Contract.

4. On request, the CSAs shall confirm that proposed contractors, as well as individuals participating in pre-contractual negotiations or in the implementation of Classified Contracts, have appropriate Personnel and Facility Security Clearances.

ARTICLE 11

SECURITY CO-OPERATION

1. In order to achieve and maintain comparable standards of security, the CSAs shall, on request, provide each other with information about their national security standards, procedures and practices for the protection of Classified Information. To this aim the CSAs may conduct mutual visits.

2. The CSAs shall inform each other of current security risks that may endanger the released Classified Information.

3. On request, the CSAs shall, within the limits set up by their national legislation, assist each other in carrying out security clearance procedures.

4. The CSAs shall promptly inform each other about any changes in mutually recognized Personnel and Facility Security Clearances.

5. Co-operation between the CSAs under this Agreement shall be effected in the English language.

ARTICLE 12

BREACH OF SECURITY

1. In the event of a security breach resulting in or possibly resulting in unauthorised disclosure, misappropriation or loss of Classified Information, or suspicion of such a breach, the CSA of the Recipient Party shall immediately inform thereof the CSA of the Originating Party in writing.

2. The appropriate authorities of the Recipient Party (assisted by the appropriate authorities of the Originating Party, if required) shall carry out an immediate investigation of the incident in accordance with their national legislation. The Recipient Party shall without delay inform the Originating Party about the circumstances of the incident, inflicted damage, measures adopted for its mitigation and the outcome of the investigation.

**13. ČLEN
STROŠKI**

Vsaka pogodbenica krije svoje stroške, ki nastanejo pri izvajanju tega sporazuma.

14. člen**RAZLAGA IN REŠEVANJE SPOROV**

Pogodbenici rešujeta spore zaradi razlage ali uporabe tega sporazuma s pogajanji in jih ne predložita v reševanje tretji strani.

15. člen**KONČNE DOLOČBE**

1. Sporazum je sklenjen za nedoločen čas. Odobren mora biti v skladu z notranjepravnimi postopki pogodbenic in začne veljati prvi dan po prejemu zadnjega uradnega obvestila, da so izpolnjene vse zahteve, potrebne za začetek veljavnosti tega sporazuma.

2. Sporazum se lahko kadar koli spremeni s pisnim soglasjem obeh pogodbenic. Spremembe začnejo veljati v skladu s prvim odstavkom tega člena.

3. Pogodbenica ima pravico, da ta sporazum kadar koli pisno odpove. V takem primeru sporazum preneha veljati šest mesecev po dnevu, ko je druga pogodbenica prejela obvestilo o odpovedi sporazuma.

4. Ob odpovedi tega sporazuma se vsi tajni podatki, dani na njegovi podlagi, nemudoma vrnejo drugi pogodbenici.

5. Ne glede na odpoved tega sporazuma se vsi tajni podatki, dani na njegovi podlagi, še naprej varujejo v skladu z njim, dokler pogodbenica izvora pogodbenice prejemnice ne razreši te obveznosti.

6. Sporazum ne vpliva na pravice in obveznosti pogodbenic iz drugih mednarodnih sporazumov.

7. Za izvajanje tega sporazuma se lahko sklenejo dogovori o izvajanju.

Sestavljeno v Ljubljani 4. junija 2008 v dveh izvornikih v slovenskem, ukrajinskem in angleškem jeziku, pri čemer so vsa besedila enako verodostojna. Pri različni razlagi prevlada angleško besedilo.

V potrditev tega so podpisani, ki so za to pravilno pooblašeni, podpisali ta sporazum.

Za Republiko Slovenijo
Milan Tarman l.r.

Za Ukrajino
Valentin Nalivajčenko l.r.

On behalf
of the Republic of Slovenia
Milan Tarman (s)

On behalf
of Ukraine
Valentin Nalivajčenko (s)

3. člen

Za izvajanje sporazuma skrbi Urad Vlade Republike Slovenije za varovanje tajnih podatkov.

4. člen

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

Št. 040-05/09-35/8
Ljubljana, dne 22. oktobra 2009
EPA 1745-IV

**ARTICLE 13
EXPENSES**

Each Contracting Party shall bear its own expenses incurred in the course of the implementation of this Agreement.

ARTICLE 14**INTERPRETATION AND DISPUTE SETTLEMENT**

Any dispute regarding the interpretation or application of this Agreement shall be settled by negotiation between the Contracting Parties and shall not be referred to a Third Party for settlement.

ARTICLE 15**FINAL PROVISIONS**

1. This Agreement is concluded for an indefinite period of time. It is subject to approval in accordance with the national legal procedures of the Contracting Parties and shall enter into force on the first day following the receipt of the last notification that the necessary requirements for this Agreement to enter into force have been met.

2. This Agreement may be amended at any time by written consent of both Contracting Parties. Such amendments shall enter into force in accordance with the first paragraph of this Article.

3. Each Contracting Party shall have the right to terminate this Agreement in writing at any time. In such case the validity of the Agreement shall expire six (6) months following the day on which the termination notice was received by the other Contracting Party.

4. In the event of termination of the Agreement, all Classified Information released under this Agreement shall be returned to the other Contracting Party without delay.

5. Notwithstanding the termination of this Agreement, all Classified Information released under this Agreement shall continue to be protected in accordance with the provisions stated in this Agreement until the Originating Party dispenses the Recipient Party from this obligation.

6. This Agreement does not prejudice the rights and obligations of the Contracting Parties arising from other international agreements.

7. Implementing arrangements may be concluded for the implementation of this Agreement.

Done in Ljubljana on 4 June 2008 in two originals in the Slovenian, Ukrainian and English languages, each text being equally authentic. In case of different interpretation, the English text shall prevail.

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

Državni zbor
Republike Slovenije
dr. Pavel Gantar l.r.
Predsednik

Obvestila o začetku oziroma prenehanju veljavnosti mednarodnih pogodb

85. Obvestilo o začetku veljavnosti Sporazuma med Republiko Slovenijo in Češko republiko o izmenjavi in vzajemnem varovanju tajnih podatkov

Na podlagi drugega odstavka 77. člena Zakona o zunanjih zadevah (Uradni list RS, št. 113/03 – uradno prečiščeno besedilo, 20/06 – ZNOMCMO in 76/08) Ministrstvo za zunanje zadeve

s p o r o č a,

da je dne 1. novembra 2009 začel veljati Sporazum med Republiko Slovenijo in Češko republiko o izmenjavi in vzajemnem varovanju tajnih podatkov, podpisan v Ljubljani 21. oktobra 2008 in objavljen v Uradnem listu Republike Slovenije – Mednarodne pogodbe, št. 10/09 (Uradni list Republike Slovenije, št. 43/09).

Ljubljana, dne 2. novembra 2009

Ministrstvo za zunanje zadeve
Republike Slovenije

VSEBINA

- | | | |
|-----|---|------|
| 82. | Zakon o ratifikaciji Sporazuma med Vlado Republike Slovenije in Vlado Republike Srbije o sodelovanju na obrambnem področju (BRSSOP) | 1605 |
| 83. | Zakon o ratifikaciji Sporazuma med Vlado Republike Slovenije in Vlado Republike San Marino o mednarodnem cestnem prevozu potnikov in blaga (BSMMCP) | 1608 |
| 84. | Zakon o ratifikaciji Sporazuma med Republiko Slovenijo in Ukrajino o izmenjavi in medsebojnem varovanju tajnih podatkov (BUKVTP) | 1615 |
| | <i>Obvestila o začetku oziroma prenehanju veljavnosti mednarodnih pogodb</i> | |
| 85. | Obvestilo o začetku veljavnosti Sporazuma med Republiko Slovenijo in Češko republiko o izmenjavi in vzajemnem varovanju tajnih podatkov | 1620 |

