

# Uradni list Republike Slovenije



## Mednarodne pogodbe

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Leto XX

**159.** Zakon o ratifikaciji Konvencije o medsebojni upravni pomoči pri davčnih zadevah in Protokola o spremembi Konvencije o medsebojni upravni pomoči pri davčnih zadevah (MKMPDZ)

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 medsebojni upravni pomoči pri davčnih zadevah in Protokola o spremembi Konvencije o medsebojni upravni pomoči pri davčnih zadevah (MKMPDZ)

Razglasjam Zakon o ratifikaciji Konvencije o medsebojni upravni pomoči pri davčnih zadevah in Protokola o spremembi Konvencije o medsebojni upravni pomoči pri davčnih zadevah (MKMPDZ), ki ga je sprejel Državni zbor Republike Slovenije na seji 20. decembra 2010.

Št. 003-02-11/2010-19  
Ljubljana, dne 28. decembra 2010

dr. **Danilo Türk** l.r.  
Predsednik  
Republike Slovenije

### Z A K O N

#### O RATIFIKACIJI KONVENCIJE O MEDSEBOJNI UPRAVNI POMOČI PRI DAVČNIH ZADEVAH IN PROTOKOLA O SPREMEMBI KONVENCIJE O MEDSEBOJNI UPRAVNI POMOČI PRI DAVČNIH ZADEVAH (MKMPDZ)

##### 1. člen

Ratificirata se Konvencija o medsebojni upravni pomoči pri davčnih zadevah, sestavljena v Strasbourg 25. januarja 1988 in Protokol o spremembi Konvencije o medsebojni upravni pomoči pri davčnih zadevah, sestavljen v Parizu 27. maja 2010.

##### 2. člen

Konvencija in protokol se v izvirniku v angleškem jeziku in prevodu v slovenskem jeziku glasita:

#### CONVENTION ON MUTUAL ADMINISTRATIVE ASSISTANCE IN TAX MATTERS

##### Preamble

The member States of the Council of Europe and the member countries of the Organisation for Economic Co-operation and Development (OECD), signatories of this Convention,

Considering that the development of international movement of persons, capital, goods and services – although highly beneficial in itself – has increased the possibilities of tax avoidance and evasion and therefore requires increasing co-operation among tax authorities;

Welcoming the various efforts made in recent years to combat tax avoidance and tax evasion on an international level, whether bilaterally or multilaterally;

Considering that a co-ordinated effort between States is necessary in order to foster all forms of administrative assistance in matters concerning taxes of any kind whilst at the same time ensuring adequate protection of the rights of taxpayers;

#### KONVENCIJA O MEDSEBOJNI UPRAVNI POMOČI PRI DAVČNIH ZADEVAH

##### UVOD

Države članice Sveta Evrope in države članice Organizacije za gospodarsko sodelovanje in razvoj (OECD), podpisnice konvencije, so se

ob upoštevanju, da so se z razvojem mednarodnega pretoka oseb, kapitala, blaga in storitev – čeprav zelo koristnim – povečale možnosti izogibanja obdavčenju in utaje ter je zato potrebno večje sodelovanje med davčnimi organi,

ob odobravanju različnih dvostranskih ali večstranskih prizadevanj na mednarodni ravni v zadnjih nekaj letih v boju proti izogibanju obdavčevanju in utaji davkov,

ob upoštevanju, da je med državami potrebno usklajeno prizadevanje zaradi spodbujanja vseh oblik upravne pomoči pri zadevah v zvezi z davki vseh vrst, pri čemer se hkrati zagotavlja ustrezen varstvo pravic davkoplačevalcev,

Recognising that international co-operation can play an important part in facilitating the proper determination of tax liabilities and in helping the taxpayer to secure his rights;

Considering that fundamental principles entitling every person to have his rights and obligations determined in accordance with a proper legal procedure should be recognised as applying to tax matters in all States and that States should endeavour to protect the legitimate interests of taxpayers, including appropriate protection against discrimination and double taxation;

Convinced therefore that States should not carry out measures or supply information except in conformity with their domestic law and practice, having regard to the necessity of protecting the confidentiality of information, and taking account of international instruments for the protection of privacy and flows of personal data;

Desiring to conclude a convention on mutual administrative assistance in tax matters;

Have agreed as follows:

## **Chapter I – Scope of the Convention**

### **Article 1 – Object of the Convention and persons covered**

1 The Parties shall, subject to the provisions of Chapter IV, provide administrative assistance to each other in tax matters. Such assistance may involve, where appropriate, measures taken by judicial bodies.

2 Such administrative assistance shall comprise:

a exchange of information, including simultaneous tax examinations and participation in tax examinations abroad;  
b assistance in recovery, including measures of conservancy; and

c service of documents.

3 A Party shall provide administrative assistance whether the person affected is a resident or national of a Party or of any other State.

### **Article 2 – Taxes covered**

1 This Convention shall apply:

a to the following taxes:

i taxes on income or profits,  
ii taxes on capital gains which are imposed separately from the tax on income or profits,  
iii taxes on net wealth,  
imposed on behalf of a Party; and

b to the following taxes:

i taxes on income, profits, capital gains or net wealth which are imposed on behalf of political subdivisions or local authorities of a Party;

ii compulsory social security contributions payable to general government or to social security institutions established under public law;

iii taxes in other categories, except customs duties, imposed on behalf of a Party, namely:

A estate, inheritance or gift taxes;

B taxes on immovable property;

C general consumption taxes, such as value-added or sales taxes;

D specific taxes on goods and services such as excise taxes;

E taxes on the use or ownership of motor vehicles;

F taxes on the use or ownership of movable property other than motor vehicles;

G any other taxes.

iv taxes in categories referred to in sub-paragraph iii above which are imposed on behalf of political subdivisions or local authorities of a Party.

2 The existing taxes to which the Convention shall apply are listed in Annex A in the categories referred to in paragraph 1.

ob zavedanju, da je mednarodno sodelovanje pomembno pri omogočanju pravilnega ugotavljanja davčnih obveznosti in pomoči davkoplăčevalcem pri zagotavljanju njihovih pravic,

ob upoštevanju, da je treba temeljna načela, po katerih je vsak upravičen, da se mu njegove pravice in obveznosti določijo v skladu z ustreznim pravnim postopkom, priznati kot uporabna za davčne zadeve v vseh državah in da si morajo države prizadavati za varstvo zakonitih interesov davkoplăčevalcev, vključno z ustreznim varstvom pred neenakim obravnavanjem in dvojno obdavčitvijo,

v prepričanju, da države ne bi smele izvajati ukrepov ali dajati informacij, razen v skladu s svojo notranjo zakonodajo in praksjo, ob upoštevanju potrebe po varstvu zaupnosti informacij in mednarodnih instrumentov za varstvo zasebnosti in pretoka osebnih podatkov,

v želji, da sklenejo konvencijo o medsebojni upravni pomoči pri davčnih zadevah,  
dogovorile:

## **I. POGLAVJE – PODROČJE UPORABE KONVENCIJE**

### **1. člen – namen konvencije in osebe, za katere se uporablja**

1. Pogodbenice si ob upoštevanju določb IV. poglavja zagotavljajo medsebojno upravno pomoč pri davčnih zadevah. Taka pomoč lahko po potrebi vključuje ukrepe, ki jih sprejmejo pravosodni organi.

2. Taka upravna pomoč obsegata:

a) izmenjavo informacij, vključno s sočasnimi davčnimi nadzori in sodelovanjem pri davčnih nadzorih v tujini,  
b) pomoč pri izterjavi, vključno z ukrepi zavarovanja, in

c) vročanje dokumentov.

3. Pogodbenica zagotovi upravno pomoč ne glede na to, ali je oseba rezident ali državljan pogodbenice ali katere koli druge države.

### **2. člen – davki po tej konvenciji**

1. Ta konvencija se uporablja za:

a) naslednje davke:

i) davke od dohodka ali dobička,  
ii) davke od kapitalskih dobičkov, ki se uvedejo ločeno od davka od dohodkov ali dobička,

iii) davke od čistega premoženja, uvedene v imenu pogodbenice, in

b) naslednje davke:

i) davke od dohodka, dobička, kapitalskih dobičkov ali čistega premoženja, uvedene v imenu političnih enot ali lokalnih oblasti pogodbenice,

ii) obvezne prispevke za socialno varnost, ki se plačujejo državnim ustanovam ali ustanovam socialne varnosti, ustanovljenim na podlagi javnega prava, ter

iii) druge davke, razen carin, uvedene v imenu pogodbenice, in sicer:

A. davke od nepremičnin, na dediščine ali darila,

B. davke od nepremičnin,

C. splošne davke na potrošnjo, kakor sta davek na dodano vrednost ali prodajni davek,

D. posebne davke na blago in storitve, kakor so trošarine,

E. davke na uporabo ali od lastništva motornih vozil,

F. davke na uporabo ali od lastništva premičnega premoženja, razen motornih vozil,

G. vse druge davke,

iv) davke iz pododstavka iii, ki se uvedejo v imenu političnih enot ali lokalnih oblasti pogodbenice.

2. Obstojeci davki, za katere se uporablja konvencija, so navedeni v prilogi A v skupinah, omenjenih v prvem odstavku.

3 The Parties shall notify the Secretary General of the Council of Europe or the Secretary General of OECD (hereinafter referred to as the “Depositaries”) of any change to be made to Annex A as a result of a modification of the list mentioned in paragraph 2. Such change shall take effect on the first day of the month following the expiration of a period of three months after the date of receipt of such notification by the Depositary.

4 The Convention shall also apply, as from their adoption, to any identical or substantially similar taxes which are imposed in a Contracting State after the entry into force of the Convention in respect of that Party in addition to or in place of the existing taxes listed in Annex A and, in that event, the Party concerned shall notify one of the Depositaries of the adoption of the tax in question.

## Chapter II – General definitions

### Article 3 – Definitions

1 For the purposes of this Convention, unless the context otherwise requires:

a the terms “applicant State” and “requested State” mean respectively any Party applying for administrative assistance in tax matters and any Party requested to provide such assistance;

b the term “tax” means any tax or social security contribution to which the Convention applies pursuant to Article 2;

c the term “tax claim” means any amount of tax, as well as interest thereon, related administrative fines and costs incidental to recovery, which are owed and not yet paid;

d the term “competent authority” means the persons and authorities listed in Annex B;

e the term “nationals” in relation to a Party means:

i all individuals possessing the nationality of that Party, and

ii all legal persons, partnerships, associations and other entities deriving their status as such from the laws in force in that Party.

For each Party that has made a declaration for that purpose, the terms used above will be understood as defined in Annex C.

2 As regards the application of the Convention by a Party, any term not defined therein shall, unless the context otherwise requires, have the meaning which it has under the law of that Party concerning the taxes covered by the Convention.

3 The Parties shall notify one of the Depositaries of any change to be made to Annexes B and C. Such change shall take effect on the first day of the month following the expiration of a period of three months after the date of receipt of such notification by the Depositary in question.

## Chapter III – Forms of assistance

### Section I – Exchange of information

#### Article 4 – General provisions

1 The Parties shall exchange any information, in particular as provided in this section, that is foreseeably relevant to:

a the assessment and collection of tax, and the recovery and enforcement of tax claims, and

b the prosecution before an administrative authority or the initiation of prosecution before a judicial body.

Information which is unlikely to be relevant to these purposes shall not be exchanged under this Convention.

2 A Party may use information obtained under this Convention as evidence before a criminal court only if prior authorisation has been given by the Party which has supplied the information. However, any two or more Parties may mutually agree to waive the condition of prior authorisation.

3. Pogodbenice uradno obvestijo generalnega sekretarja Sveta Evrope ali generalnega sekretarja OECD (v nadalnjem besedilu »depozitarja«) o vsaki spremembi priloge A zaradi spremembe seznama iz drugega odstavka. Sprememba začne veljati prvi dan v mesecu po poteku treh mesecev od dneva, ko je depozitar prejel uradno obvestilo.

4. Konvencija se uporablja tudi za vse enake ali bistveno podobne davke od njihove uvedbe, ki jih država pogodbenica uvede dodatno ali namesto obstoječih davkov, navedenih v prilogi A, potem ko je konvencija zanje že začela veljati, in v tem primeru ta pogodbenica uradno obvesti enega od depozitarjev o uvedbi takega davka.

## II. POGLAVJE – SPLOŠNA OPREDELITEV IZRAZOV

### 3. člen – opredelitev izrazov

1. V tej konvenciji, razen če sobesedilo ne zahteva drugače:

a) izraza »država prosilka« in »zaprošena država« poimenita pogodbenico, ki zaprosi za upravno pomoč pri davčnih zadevah, in pogodbenico, ki tako pomoč zagotovi;

b) izraz »davek« pomeni davek ali prispevek za socialno varnost, za katerega se uporablja konvencija skladno z 2. člonom;

c) izraz »davčna terjatev« pomeni zapadli in še neplačani znesek davka s pripadajočimi obrestmi, s tem povezane upravne denarne kazni in stroške izterjave;

d) izraz »pristojni organ« pomeni osebe in organe iz priloge B;

e) izraz »državljeni« v zvezi s pogodbenico pomeni:

i) vse posameznike, ki imajo državljanstvo te pogodbenice, in

ii) vse pravne osebe, partnerstva, združenja in druge subjekte, ustanovljene v skladu z veljavno zakonodajo v tej pogodbenici.

Za vsako pogodbenico, ki je v ta namen dala izjavo, navedeni izrazi pomenijo, kakor je opredeljeno v prilogi C.

2. Razen če sobesedilo ne zahteva drugače, ima glede uporabe konvencije za vsako pogodbenico izraz, ki v konvenciji ni opredeljen, pomen, kakršnega ima glede davkov, zajetih s konvencijo, v zakonodaji te pogodbenice.

3. Pogodbenice uradno obvestijo enega od depozitarjev o vsaki spremembi prilog B in C. Sprememba začne veljati prvi dan v mesecu po poteku treh mesecev od dneva, ko je depozitar prejel tako uradno obvestilo.

## III. POGLAVJE – OBLIKE POMOČI

### I. oddelek – izmenjava informacij

#### 4. člen – splošne določbe

1. Pogodbenice si izmenjajo vse informacije, zlasti takor je določeno v tem oddelku, ki so predvidoma pomembne za:

a) odmero in pobiranje davkov, izterjavo davčnih terjatev in njihovo izvršbo ter

b) pregon pred upravnim organom ali sprožitev pregona pred sodnim organom. Informacije, za katere je malo verjetno, da bi bile pomembne za ta namen, se na podlagi te konvencije ne izmenjavajo.

2. Pogodbenica sme informacije, pridobljene na podlagi te konvencije, uporabiti kot dokaz pred kazenskim sodiščem samo s predhodnim dovoljenjem pogodbenice, ki je informacije dala. Dve ali več pogodbenic se lahko medsebojno dogovori, da se odpovedujejo pogoju predhodnega dovoljenja.

3 Any Party may, by a declaration addressed to one of the Depositories, indicate that, according to its internal legislation, its authorities may inform its resident or national before transmitting information concerning him, in conformity with Articles 5 and 7.

#### **Article 5 – Exchange of information on request**

1 At the request of the applicant State, the requested State shall provide the applicant State with any information referred to in Article 4 which concerns particular persons or transactions.

2 If the information available in the tax files of the requested State is not sufficient to enable it to comply with the request for information, that State shall take all relevant measures to provide the applicant State with the information requested.

#### **Article 6 – Automatic exchange of information**

With respect to categories of cases and in accordance with procedures which they shall determine by mutual agreement, two or more Parties shall automatically exchange the information referred to in Article 4.

#### **Article 7 – Spontaneous exchange of information**

1 A Party shall, without prior request, forward to another Party information of which it has knowledge in the following circumstances:

a the first-mentioned Party has grounds for supposing that there may be a loss of tax in the other Party;

b a person liable to tax obtains a reduction in or an exemption from tax in the first-mentioned Party which would give rise to an increase in tax or to liability to tax in the other Party;

c business dealings between a person liable to tax in a Party and a person liable to tax in another Party are conducted through one or more countries in such a way that a saving in tax may result in one or the other Party or in both;

d a Party has grounds for supposing that a saving of tax may result from artificial transfers of profits within groups of enterprises;

e information forwarded to the first-mentioned Party by the other Party has enabled information to be obtained which may be relevant in assessing liability to tax in the latter Party.

2 Each Party shall take such measures and implement such procedures as are necessary to ensure that information described in paragraph 1 will be made available for transmission to another Party.

#### **Article 8 – Simultaneous tax examinations**

1 At the request of one of them, two or more Parties shall consult together for the purposes of determining cases and procedures for simultaneous tax examinations. Each Party involved shall decide whether or not it wishes to participate in a particular simultaneous tax examination.

2 For the purposes of this Convention, a simultaneous tax examination means an arrangement between two or more Parties to examine simultaneously, each in its own territory, the tax affairs of a person or persons in which they have a common or related interest, with a view to exchanging any relevant information which they so obtain.

#### **Article 9 – Tax examinations abroad**

1 At the request of the competent authority of the applicant State, the competent authority of the requested State may allow representatives of the competent authority of the applicant State to be present at the appropriate part of a tax examination in the requested State.

2 If the request is acceded to, the competent authority of the requested State shall, as soon as possible, notify the competent authority of the applicant State about the time and place of the examination, the authority or official designated to carry out the examination and the procedures and conditions required by the requested State for the conduct of the examination. All decisions with respect to the conduct of the tax examination shall be made by the requested State.

3. Vsaka pogodbenica lahko v izjavi, naslovjeni na enega od depozitarjev, navede, da lahko v skladu z njeno notranjo zakonodajo njeni organi skladno s 5. in 7. členom njenega rezidenta ali državljan pred pošiljanjem informacij v zvezi z njim o tem obvestijo.

#### **5. člen – izmenjava informacij na zaprosilo**

1. Na zaprosilo države prosilke lahko zaprošena država državi prosilki pošlje katere koli informacije, ki so navedene v 4. členu in se nanašajo na določene osebe ali posle.

2. Če informacije, ki so na voljo v davčni evidenci zaprošene države, ne zadoščajo in ne omogočajo izpolnitve zaprosila za informacije, ta država storiti vse potrebno, da državi prosilki zagotovi zaprošene informacije.

#### **6. člen – samodejna izmenjava informacij**

Ob upoštevanju vrste zadev in skladno s postopki, določenimi z medsebojnim dogovorom, dve ali več pogodbenic samodejno izmenjuje informacije iz 4. člena.

#### **7. člen – spontana izmenjava informacij**

1. Pogodbenica drugi pogodbenici pošlje brez predhodnega zaprosila informacije, s katerimi je seznanjena, v naslednjih okoliščinah:

a) prva pogodbenica utemeljeno domneva, da gre morda za izgubo davka v drugi pogodbenici;

b) davčni zavezanc doseže znižanje ali oprostitev davka v prvi pogodbenici, kar bi lahko povzročilo povečanje davka ali njegove davčne obveznosti v drugi pogodbenici;

c) posli med davčnim zavezancem ene pogodbenice in davčnim zavezancem druge pogodbenice potekajo prek ene ali več držav tako, da bi to lahko imelo za posledico zmanjšanje davka v eni ali drugi pogodbenici ali obeh;

d) pogodbenica utemeljeno domneva, da je zmanjšanje davka lahko posledica navideznega prenosa dobička znotraj skupine podjetij;

e) informacije, ki jih prvi pogodbenici pošlje druga pogodbenica, so omogočile pridobitev informacij, ki so lahko pomembne pri določanju davčne obveznosti v drugi pogodbenici.

2. Vsaka pogodbenica sprejme ukrepe in izvede potrebne postopke, s katerimi zagotovi, da je informacije iz prvega odstavka mogoče poslati drugi pogodbenici.

#### **8. člen – sočasni davčni nadzori**

1. Dve ali več pogodbenic se na zaprosilo ene posvetujejo o določitvi primerov in postopkov za sočasni davčni nadzor. Vsaka sodelujoča pogodbenica se odloči, ali želi sodelovati v posameznem sočasnem davčnem nadzoru ali ne.

2. V tej konvenciji sočasni davčni nadzor pomeni dogovor med dvema ali več pogodbenicami, da zaradi izmenjave kakršnih koli pomembnih informacij, ki jih tako pridobjijo, sočasno vsaka na svojem ozemlju opravijo davčni nadzor nad davčnimi zadevami osebe ali oseb, v katerih imajo skupni ali povezani interes.

#### **9. člen – davčni nadzori v tujini**

1. Na zaprosilo pristojnega organa države prosilke pristojni organ zaprošene države lahko dovoli predstavnikom pristojnega organa države prosilke, da so navzoči pri ustremnem delu davčnega nadzora v zaprošeni državi.

2. Kadar pristojni organ zaprošene države ugodi zaprosili, čim prej uradno obvesti pristojni organ države prosilke o času in kraju nadzora, organu ali uradniku, ki bo nadzor opravil, ter o postopkih in pogojih, ki jih zaprošena država zahteva za izvedbo nadzora. Zaprošena država sprejme vse odločitve v zvezi z izvedbo davčnega nadzora.

3 A Party may inform one of the Depositaries of its intention not to accept, as a general rule, such requests as are referred to in paragraph 1. Such a declaration may be made or withdrawn at any time.

#### **Article 10 – Conflicting information**

If a Party receives from another Party information about a person's tax affairs which appears to it to conflict with information in its possession, it shall so advise the Party which has provided the information.

### **Section II – Assistance in recovery**

#### **Article 11 – Recovery of tax claims**

1 At the request of the applicant State the requested State shall, subject to the provisions of Articles 14 and 15, take the necessary steps to recover tax claims of the first-mentioned State as if they were its own tax claims.

2 The provision of paragraph 1 shall apply only to tax claims which form the subject of an instrument permitting their enforcement in the applicant State and, unless otherwise agreed between the Parties concerned, which are not contested.

However, where the claim is against a person who is not a resident of the applicant State, paragraph 1 shall only apply, unless otherwise agreed between the Parties concerned, where the claim may no longer be contested.

3 The obligation to provide assistance in the recovery of tax claims concerning a deceased person or his estate, is limited to the value of the estate or of the property acquired by each beneficiary of the estate, according to whether the claim is to be recovered from the estate or from the beneficiaries thereof.

#### **Article 12 – Measures of conservancy**

At the request of the applicant State the requested State shall, with a view to the recovery of an amount of tax, take measures of conservancy even if the claim is contested or is not yet the subject of an instrument permitting enforcement.

#### **Article 13 – Documents accompanying the request**

1 The request for administrative assistance under this section shall be accompanied by:

a a declaration that the tax claim concerns a tax covered by the Convention and, in the case of recovery that, subject to paragraph 2 of Article 11, the tax claim is not or may not be contested;

b an official copy of the instrument permitting enforcement in the applicant State; and

c any other document required for recovery or measures of conservancy.

2 The instrument permitting enforcement in the applicant State shall, where appropriate and in accordance with the provisions in force in the requested State, be accepted, recognised, supplemented or replaced as soon as possible after the date of the receipt of the request for assistance, by an instrument permitting enforcement in the latter State.

#### **Article 14 – Time limits**

1 Questions concerning any period beyond which a tax claim cannot be enforced shall be governed by the law of the applicant State. The request for assistance shall give particulars concerning that period.

2 Acts of recovery carried out by the requested State in pursuance of a request for assistance, which, according to the laws of that State, would have the effect of suspending or interrupting the period mentioned in paragraph 1, shall also have this effect under the laws of the applicant State. The requested State shall inform the applicant State about such acts.

3 In any case the requested State is not obliged to comply with a request for assistance which is submitted after a period of 15 years from the date of the original instrument permitting enforcement.

3. Pogodbenica lahko enega od depozitarjev obvesti o svojem namenu, da zaprosilom iz prvega odstavka praviloma ne bo ugodila. Tako izjavo lahko kadar koli da ali umakne.

#### **10. člen – Nasprotuoče si informacije**

Kadar pogodbenica od druge pogodbenice dobi informacije o davčnih zadevah osebe, za katere se ji zdi, da so v primerjavi z informacijami, ki jih ima sama, nasprotuoče, o tem obvesti pogodbenico, ki je informacije poslala.

### **II. oddelek – pomoč pri izterjavi**

#### **11. člen – izterjava davčnih terjatev**

1. Na zaprosilo države prosilke zaprošena država ob upoštevanju določb 14. in 15. člena stori vse potrebno, da izterja davčne terjatve prve države, kakor če bi bile njene lastne davčne terjatve.

2. Določba prvega odstavka se uporablja samo za davčne terjatve, ki imajo izvršilni naslov za izterjavo v državi prosilki in niso izpodbijane, razen če se zadevni pogodbenici ne dogovorita drugače.

Kadar gre za izterjavo od osebe, ki ni rezident države prosilke, pa se prvi odstavek uporablja samo, kadar terjatve ni več mogoče izpodbijati, razen če se pogodbenici ne dogovorita drugače.

3. Obveznost zagotavljanja pomoči pri izterjavi davčnih terjatev, ki se nanašajo na pokojno osebo ali njeno zapuščino, je omejena na vrednost zapuščine ali premoženja, ki ga pridobi vsak upravičenec do zapuščine, glede na to, ali je terjatev treba izterjati iz zapuščine ali od upravičencev do zapuščine.

#### **12. člen – ukrepi zavarovanja**

Na zaprosilo države prosilke zaprošena država sprejme ukrepe zavarovanja za izterjavo zneska davka, čeprav se terjatev izpodbjaja ali še nima izvršilnega naslova.

#### **13. člen – dokumenti, ki se priložijo zaprosilu**

1. Zaprosilu za upravno pomoč iz tega oddelka se priložijo:

a) izjava, da se davčna terjatev nanaša na davek iz te konvencije, in v primeru izterjave, da ob upoštevanju drugega odstavka 11. člena davčna terjatev ni izpodbijana ali je ni mogoče izpodbijati;

b) uradni izvod izvršilnega naslova v državi prosilki in

c) vsi drugi dokumenti, potrelni za izterjavo ali ukrepe zavarovanja.

2. Izvršilni naslov v državi prosilki je treba, kadar je to primerno in v skladu z veljavnimi določbami v zaprošeni državi, sprejeti, priznati, dopolniti ali nadomestiti čim prej po dnevu prejema zaprosila za pomoč z izvršilnim naslovom v zaprošeni državi.

#### **14. člen – roki**

1. Vprašanja glede rokov, po preteklu katerih davčne terjatve ni več mogoče izterjati, ureja zakonodaja države prosilke. Podrobnosti v zvezi s tem rokom se navedejo v zaprosilu za pomoč.

2. Izterjava, ki jo opravi zaprošena država v skladu z zaprosilom za pomoč, ki bi skladno z zakonodajo te države imela za posledico prenehanje poteka oziroma prekinitev roka iz prvega odstavka, ima tako posledico tudi po zakonodaji države prosilke. Zaprošena država o takih dejanjih obvesti državo prosilko.

3. Vsekakor zaprošena država ni zavezana ravnati v skladu z zaprosilom za pomoč, ki se ji predloži po 15 letih od datuma prvega izvršilnega naslova.

**Article 15 – Priority**

The tax claim in the recovery of which assistance is provided shall not have in the requested State any priority specially accorded to the tax claims of that State even if the recovery procedure used is the one applicable to its own tax claims.

**Article 16 – Deferral of payment**

The requested State may allow deferral of payment or payment by instalments if its laws or administrative practice permit it to do so in similar circumstances but shall first inform the applicant State.

**Section III – Service of documents****Article 17 – Service of documents**

1 At the request of the applicant State the requested State shall serve upon the addressee documents, including those relating to judicial decisions, which emanate from the applicant State and which relate to a tax covered by this Convention.

2 The requested State shall effect service of documents:  
a by a method prescribed by its domestic laws for the service of documents of a substantially similar nature;

b to the extent possible, by a particular method requested by the applicant State or the closest to such method available under its own laws.

3 A Party may effect service of documents directly through the post on a person within the territory of another Party.

4 Nothing in the Convention shall be construed as invalidating any service of documents by a Party in accordance with its laws.

5 When a document is served in accordance with this article it need not be accompanied by a translation. However, where it is satisfied that the addressee cannot understand the language of the document the requested State shall arrange to have it translated into or a summary drafted in its or one of its official languages. Alternatively, it may ask the applicant State to have the document either translated into or accompanied by a summary in one of the official languages of the requested State, the Council of Europe or OECD.

**Chapter IV – Provisions relating to all forms of assistance****Article 18 – Information to be provided by the applicant state**

1 A request for assistance shall indicate where appropriate:

a the authority or agency which initiated the request made by the competent authority;

b the name, address and any other particulars assisting in the identification of the person in respect of whom the request is made;

c in the case of a request for information, the form in which the applicant State wishes the information to be supplied in order to meet its needs;

d in the case of a request for assistance in recovery or measures of conservancy, the nature of the tax claim, the components of the tax claim and the assets from which the tax claim may be recovered;

e in the case of a request for service of documents, the nature and the subject of the document to be served;

f whether it is in conformity with the law and administrative practice of the applicant State and whether it is justified in the light of the requirements of Article 19.

2 As soon as any other information relevant to the request for assistance comes to its knowledge, the applicant State shall forward it to the requested State.

**15. člen – prednost**

Davčna terjatev, za izterjavo katere je zagotovljena pomoc, v zaprošeni državi nima posebne prednosti pred davčnimi terjatvami te države, čeprav je uporabljeni postopek izterjave enak tistemu, ki se uporablja za njene lastne davčne terjatve.

**16. člen – odlog plačila**

Zaprošena država lahko dovoli odlog plačila ali plačilo na obroke, če njena zakonodaja ali upravna praksa v podobnih okoliščinah to dovoljuje, vendar o tem najprej obvesti državo prosilko.

**III. oddelek – vročanje dokumentov****17. člen – vročanje dokumentov**

1. Zaprošena država na zaprosilo države prosilke naslovniku vroči dokumente, vključno s tistimi, ki se nanašajo na sodne odločbe, ki izvirajo iz države prosilke in se nanašajo na davek po tej konvenciji.

2. Zaprošena država dokumente vroči:

a) po postopku, ki ga predpisuje domača zakonodaja za vročitev enakih ali podobnih dokumentov;

b) če je le mogoče, po posebnem postopku, ki ga zahteva država prosilka, ali po postopku, ki je v njeni zakonodaji najbližji temu postopku.

3. Pogodbenica lahko vroči dokumente neposredno po pošti osebi na ozemlju druge pogodbenice.

4. Nič v tej konvenciji ne razveljavlja vročitve dokumentov, ki jo opravi pogodbenica v skladu s svojo zakonodajo.

5. Kadar se dokument vroči skladno s tem členom, mu ni treba priložiti prevoda. Kadar pa se ugotovi, da naslovnik ne razume jezika dokumenta, zaprošena država poskrbi za prevod dokumenta ali njegovega povzetka v svoj uradni jezik ali enega od svojih uradnih jezikov. Lahko pa državo prosilko zaprosi za prevod dokumenta ali njegovega povzetka v enega od uradnih jezikov zaprošene države, Sveta Evrope ali OECD.

**IV. POGLAVJE – DOLOČBE O VSEH OBLIKAH POMOČI****18. člen – informacije, ki jih mora predložiti država prosilka**

1. V zaprosilu za pomoč se po potrebi navedejo:

a) organ ali služba, ki da pobudo za zaprosilo, ki ga predloži pristojni organ;

b) ime, naslov in vse druge informacije, ki so v pomoč pri ugotavljanju istovetnosti osebe, na katero se predloženo zaprosilo nanaša;

c) kadar gre za zaprosilo v zvezi z informacijami, oblika, v kateri država prosilka želi prejeti informacije, da bi ustrezale njenim potrebam;

d) kadar gre za zaprosilo v zvezi s pomočjo pri izterjavi ali ukrepnih zavarovanja, vrsta davčne terjative, njene sestavine in sredstva, iz katerih jo je mogoče izterjati;

e) kadar gre za zaprosilo v zvezi z vročitvijo dokumentov, vrsta in predmet dokumenta, ki ga je treba vročiti;

f) usklajenost zaprosila z zakonodajo in upravno prakso države prosilke ter njegova upravičenost glede na 19. člen.

2. Država prosilka zaprošeno državo obvesti o vseh drugih informacijah v zvezi z zaprosilom za pomoč, takoj ko zanje izve.

### **Article 19 – Possibility of declining a request**

The requested State shall not be obliged to accede to a request if the applicant State has not pursued all means available in its own territory, except where recourse to such means would give rise to disproportionate difficulty.

### **Article 20 – Response to the request for assistance**

1 If the request for assistance is complied with, the requested State shall inform the applicant State of the action taken and of the result of the assistance as soon as possible.

2 If the request is declined, the requested State shall inform the applicant State of that decision and the reason for it as soon as possible.

3 If, with respect to a request for information, the applicant State has specified the form in which it wishes the information to be supplied and the requested State is in a position to do so, the requested State shall supply it in the form requested.

### **Article 21 – Protection of persons and limits to the obligation to provide assistance**

1 Nothing in this Convention shall affect the rights and safeguards secured to persons by the laws or administrative practice of the requested State.

2 Except in the case of Article 14 the provisions of this Convention shall not be construed so as to impose on the requested State the obligation:

a to carry out measures at variance with its own laws or administrative practice or the laws or administrative practice of the applicant State;

b to carry out measures which it considers contrary to public policy (*ordre public*) or to its essential interests;

c to supply information which is not obtainable under its own laws or its administrative practice or under the laws of the applicant State or its administrative practice;

d to supply information which would disclose any trade, business, industrial, commercial or professional secret, or trade process, or information the disclosure of which would be contrary to public policy (*ordre public*) or to its essential interests;

e to provide administrative assistance if and insofar as it considers the taxation in the applicant State to be contrary to generally accepted taxation principles or to the provisions of a convention for the avoidance of double taxation, or of any other convention which the requested State has concluded with the applicant State;

f to provide assistance if the application of this Convention would lead to discrimination between a national of the requested State and nationals of the applicant State in the same circumstances.

### **Article 22 – Secrecy**

1 Any information obtained by a Party under this Convention shall be treated as secret in the same manner as information obtained under the domestic laws of that Party, or under the conditions of secrecy applying in the supplying Party if such conditions are more restrictive.

2 Such information shall in any case be disclosed only to persons or authorities (including courts and administrative or supervisory bodies) involved in the assessment, collection or recovery of, the enforcement or prosecution in respect of, or the determination of appeals in relation to, taxes of that Party. Only the persons or authorities mentioned above may use the information and then only for such purposes. They may, notwithstanding the provisions of paragraph 1, disclose it in public court proceedings or in judicial decisions relating to such taxes, subject to prior authorisation by the competent authority of the supplying Party. However, any two or more Parties may mutually agree to waive the condition of prior authorisation.

### **19. člen – možnost zavrnitve zaprosila**

Zaprošeni državi ni treba ugoditi zaprosilu, če država prosilka ni izčrpala vseh razpoložljivih sredstev na svojem ozemlju, razen kadar bi njihova uporaba povzročila nesorazmerne težave.

### **20. člen – odgovor na zaprosilo za pomoč**

1. Če zaprošena država zaprosilu za pomoč ugodi, državo prosilko čim prej obvesti o sprejetih ukrepih in rezultatu pomoči.

2. Če zaprosilo zavrne, državo prosilko čim prej obvesti o tej odločitvi in vzroku zanjo.

3. Če država prosilka v zvezi z zaprosilom za pomoč navede, v kakšni obliki želi prejeti informacije, in zaprošena država to lahko storii, ji informacije pošlje v želeni obliki.

### **21. člen – varstvo oseb in omejitve obveznosti dajanja pomoči**

1. Nič v tej konvenciji ne omejuje pravic in jamstev, ki jih osebam zagotavlja zakonodaja ali upravna praksa zaprošene države.

2. Razen v primeru 14. člena se določbe te konvencije ne razlagajo, kakor da zaprošeni državi nalagajo obveznost:

a) da izvede ukrepe v nasprotju s svojo zakonodajo ali upravno prakso ali zakonodajo in upravno prakso države prosilke;

b) da izvede ukrepe, za katere meni, da so v nasprotju z javnim redom (*ordre public*) ali njenimi bistvenimi interesimi;

c) da priskrbi informacije, ki jih ni mogoče dobiti v skladu z njenou zakonodajo ali upravno prakso ali v skladu z zakonodajo države prosilke ali njenou upravno prakso;

d) da priskrbi informacije, ki bi razkrile kakršno koli trgovinsko, poslovno, industrijsko, komercialno ali poklicno skrivnost ali trgovinski postopek, ali informacije, katerih razkritje bi bilo v nasprotju z javnim redom (*ordre public*) ali njenimi bistvenimi interesimi;

e) da zagotovi upravno pomoč, če in kolikor meni, da je obdavčitev v državi prosilki v nasprotju s splošno sprejetimi načeli obdavčevanja ali določbami konvencije o izogibanju dvojnega obdavčevanja ali katero koli drugo konvencijo, ki jo je zaprošena država sklenila z državo prosilko;

f) da zagotovi pomoč, če bi uporaba te konvencije v enakih okoliščinah povzročila neenako obravnavanje državljana zaprošene države in državljanov države prosilke.

### **22. člen – tajnost**

1. Informacije, ki jih pogodbenica dobi po tej konvenciji, se obravnavajo kot tajnost enako kakor informacije, dobljene po domači zakonodaji te pogodbenice ali v skladu s pogoji varovanja tajnosti, ki veljajo v državi, ki je informacije dala, če so ti pogoji strožji.

2. Take informacije se vsekakor razkrijejo samo osebam ali organom (vključno s sodišči in upravnimi ali nadzornimi organi), ki so vključeni v ugotavljanje, pobiranje ali izterjava davkov te pogodbenice, izvršbo ali pregon v zvezi z njimi ali odločanje o pritožbi. Samo navedene osebe ali organi smejo uporabljati informacije in samo v te namene. Ne glede na določbe prvega odstavka pa smejo informacije razkriti v javnem sodnem postopku ali sodnih odločbah v zvezi s takimi davki, pred tem pa morajo dobiti dovoljenje pristojnega organa pogodbenice, ki je informacije dala. Dve ali več pogodbenic se lahko medsebojno dogovori, da se odpovedujejo pogoju predhodnega dovoljenja.

3 If a Party has made a reservation provided for in sub-paragraph a of paragraph 1 of Article 30, any other Party obtaining information from that Party shall not use it for the purpose of a tax in a category subject to the reservation. Similarly the Party making such a reservation shall not use information obtained under this Convention for the purpose of a tax in a category subject to the reservation.

4 Notwithstanding the provisions of paragraphs 1, 2 and 3, information received by a Party may be used for other purposes when such information may be used for such other purposes under the laws of the supplying Party and the competent authority of that Party authorises such use. Information provided by a Party to another Party may be transmitted by the latter to a third Party, subject to prior authorisation by the competent authority of the first-mentioned Party.

### Article 23 – Proceedings

1 Proceedings relating to measures taken under this Convention by the requested State shall be brought only before the appropriate body of that State.

2 Proceedings relating to measures taken under this Convention by the applicant State, in particular those which, in the field of recovery, concern the existence or the amount of the tax claim or the instrument permitting its enforcement, shall be brought only before the appropriate body of that State. If such proceedings are brought, the applicant State shall inform the requested State which shall suspend the procedure pending the decision of the body in question. However, the requested State shall, if asked by the applicant State, take measures of conservancy to safeguard recovery. The requested State can also be informed of such proceedings by any interested person. Upon receipt of such information the requested State shall consult on the matter, if necessary, with the applicant State.

3 As soon as a final decision in the proceedings has been given, the requested State or the applicant State, as the case may be, shall notify the other State of the decision and the implications which it has for the request for assistance.

### Chapter V – Special provisions

#### Article 24 – Implementation of the Convention

1 The Parties shall communicate with each other for the implementation of this convention through their respective competent authorities. The competent authorities may communicate directly for this purpose and may authorise subordinate authorities to act on their behalf. The competent authorities of two or more Parties may mutually agree on the mode of application of the Convention among themselves.

2 Where the requested State considers that the application of this Convention in a particular case would have serious and undesirable consequences, the competent authorities of the requested and of the applicant State shall consult each other and endeavour to resolve the situation by mutual agreement.

3 A co-ordinating body composed of representatives of the competent authorities of the Parties shall monitor the implementation and development of this Convention, under the aegis of OECD. To that end, the co-ordinating body shall recommend any action likely to further the general aims of the Convention. In particular it shall act as a forum for the study of new methods and procedures to increase international co-operation in tax matters and, where appropriate, it may recommend revisions or amendments to the Convention. States which have signed but not yet ratified, accepted or approved the Convention are entitled to be represented at the meetings of the co-ordinating body as observers.

4 A Party may ask the co-ordinating body to furnish opinions on the interpretation of the provisions of the Convention.

5 Where difficulties or doubts arise between two or more Parties regarding the implementation or interpretation of the Convention, the competent authorities of those Parties shall endeavour to resolve the matter by mutual agreement. The agreement shall be communicated to the co-ordinating body.

3. Če pogodbenica izrazi pridržek, predviden v pododstavku a prvega odstavka 30. člena, katera koli druga pogodbenica, ki je informacije dobila od te pogodbenice, teh informacij ne sme uporabiti za namen davka iz skupine, za katere pridržek velja. Enako tudi pogodbenica, ki je izrazila pridržek, informacij, dobljenih po tej konvenciji, ne sme uporabiti za namen davka iz skupine, za katere pridržek velja.

4. Ne glede na določbe prvega, drugega in tretjega odstavka se informacije, ki jih prejme pogodbenica, lahko uporabi za druge namene, kadar se za take druge namene lahko uporabijo po zakonodaji pogodbenice, ki je informacije dala, in njen pristojni organ tako uporabo dovoli. Informacije, ki jih pogodbenica pošlje drugi pogodbenici, ta lahko pošlje tretji pogodbenici s predhodnim dovoljenjem pristojnega organa prve pogodbenice.

#### 23. člen – postopek

1. Zaprošena država uvede postopek v zvezi z ukrepi, sprejetimi po tej konvenciji, samo pri ustremnem organu.

2. Država prosilka uvede postopek v zvezi z ukrepi, sprejetimi po tej konvenciji, zlasti tistimi, ki se na področju izterjave nanašajo na obstoj ali znesek davčne terjatve ali njen izvršilni naslov, samo pri svojem ustremnem organu. Če je tak postopek uveden, država prosilka obvesti zaprošeno državo, ki postopek začasno ustavi, dokler zadevni organ ne sprejme odločitve. Zaprošena država pa sprejme, če jo država prosilka za to zaprosi, ukrepe za zaščito izterjave. O takem postopku lahko zaprošeno državo obvesti tudi katera koli zainteresirana oseba. Po prejetju take informacije se zaprošena država o zadevi po potrebi posvetuje z državo prosilko.

3. Tako ko je odločitev v postopku sprejeta, zaprošena država ali država prosilka, odvisno od primera, drugo državo uradno obvesti o odločitvi in njenih posledicah za zaprošeno pomoč.

### V. POGLAVJE – POSEBNE DOLOČBE

#### 24. člen – izvajanje konvencije

1. Pogodbenici zaradi izvajanja te konvencije medsebojno komunicirata po svojih pristojnih organih. Pristojni organi lahko v ta namen komunicirajo neposredno ali pa pooblaščijo podnjene organe, da delujejo v njihovem imenu. Pristojni organi dveh ali več pogodbenic se lahko dogovorijo o načinu uporabe konvencije med njimi.

2. Kadar zaprošena država meni, da bi uporaba te konvencije v določenem primeru imela resne in neželene posledice, se pristojna organa zaprošene države in države prosilke posvetujeta in si prizadevata rešiti položaj z dogovorom.

3. Usklajevalni organ, sestavljen iz predstavnikov pristojnih organov pogodbenic, pod pokroviteljstvom OECD spreminja izvajanje in razvoj te konvencije. Zaradi tega usklajevalni organ priporoči kakršen koli ukrep, ki bi lahko pripomogel k uresničitvi splošnih ciljev konvencije. Je predvsem forum za preučevanje novih načinov in postopkov za krepitev mednarodnega sodelovanja pri davčnih zadevah in lahko, kadar je to primerno, priporoči spremembe konvencije. Države, ki so konvencijo podpisale, niso pa je še ratificirale, sprejele ali odobrile, so upravičene, da so na sejah usklajevalnega organa zastopane kot opazovalke.

4. Pogodbenica lahko usklajevalni organ zaprosi, da predloži mnenja o razlagi določb konvencije.

5. Kadar med dvema ali več pogodbenicami nastanejo težave ali dvomi glede izvajanja ali razlage konvencije, si njihovi pristojni organi prizadevajo rešiti vprašanje z dogovorom. O dogovoru se obvesti usklajevalni organ.

6 The Secretary General of OECD shall inform the Parties, and the Signatory States which have not yet ratified, accepted or approved the Convention, of opinions furnished by the co-ordinating body according to the provisions of paragraph 4 above and of mutual agreements reached under paragraph 5 above.

#### Article 25 – Language

Requests for assistance and answers thereto shall be drawn up in one of the official languages of OECD and of the Council of Europe or in any other language agreed bilaterally between the Contracting States concerned.

#### Article 26 – Costs

Unless otherwise agreed bilaterally by the Parties concerned:

- a ordinary costs incurred in providing assistance shall be borne by the requested State;
- b extraordinary costs incurred in providing assistance shall be borne by the applicant State.

### Chapter VI – Final provisions

#### Article 27 – Other international agreements or arrangements

1 The possibilities of assistance provided by this Convention do not limit, nor are they limited by, those contained in existing or future international agreements or other arrangements between the Parties concerned or other instruments which relate to co-operation in tax matters.

2 Notwithstanding the rules of the present Convention, those Parties which are members of the European Economic Community shall apply in their mutual relations the common rules in force in that Community.

#### Article 28 – Signature and entry into force of the Convention

1 This Convention shall be open for signature by the member States of the Council of Europe and the member countries of OECD. It is subject to ratification, acceptance or approval. Instruments of ratification, acceptance or approval shall be deposited with one of the Depositaries.

2 This Convention shall enter into force on the first day of the month following the expiration of a period of three months after the date on which five States have expressed their consent to be bound by the Convention in accordance with the provisions of paragraph 1.

3 In respect of any member State of the Council of Europe or any member country of OECD which subsequently expresses its consent to be bound by it, the Convention shall enter into force on the first day of the month following the expiration of a period of three months after the date of the deposit of the instrument of ratification, acceptance or approval.

#### Article 29 – Territorial application of the Convention

1 Each State may at the time of signature, or when depositing its instrument of ratification, acceptance or approval, specify the territory or territories to which this Convention shall apply.

2 Any State may, at any later date, by a declaration addressed to one of the Depositaries, extend the application of this Convention to any other territory specified in the declaration. In respect of such territory the Convention shall enter into force on the first day of the month following the expiration of a period of three months after the date of receipt of such declaration by the Depositary.

3 Any declaration made under either of the two preceding paragraphs may, in respect of any territory specified in such declaration, be withdrawn by a notification addressed to one of the Depositaries. The withdrawal shall become effective on the first day of the month following the expiration of a period of three months after the date of receipt of such notification by the Depositary.

6. Generalni sekretar OECD obvesti pogodbenice in države podpisnice, ki konvencije še niso ratificirale, sprejeli ali odobrile, o mnenjih, ki jih predloži usklajevalni organ na podlagi določb četrtega odstavka, ter o dogovorih, doseženih na podlagi petega odstavka.

#### 25. člen – jezik

Zaprosila za pomoč in odgovori nanje se sestavijo v enem od uradnih jezikov OECD ali Sveta Evrope ali v katerem koli drugem jeziku, za katerega se dogovorita državi pogodbenici.

#### 26. člen – stroški

Razen če se pogodbenici ne dogovorita drugače:

- a) zaprošena država krije običajne stroške, ki nastanejo pri zagotavljanju pomoči;
- b) država prosilka krije izredne stroške, ki nastanejo pri zagotavljanju pomoči.

### VI. POGLAVJE – KONČNE DOLOČBE

#### 27. člen – drugi mednarodni sporazumi ali dogovori

1. Možnosti pomoči, zagotovljene s to konvencijo, ne omejujejo tistih pomoči, ki jih vsebujejo sedanji ali prihodnji mednarodni sporazumi ali drugi dogovori med pogodbenicami ali drugi instrumenti o sodelovanju pri davčnih zadevah, niti jih te pomoči ne omejujejo.

2. Ne glede na določbe te konvencije pa tiste pogodbenice, ki so članice Evropske gospodarske skupnosti, v medsebojnih odnosih uporabljajo skupna pravila, ki veljajo v tej Skupnosti.

#### 28. člen – podpis in začetek veljavnosti konvencije

1. Ta konvencija je na voljo za podpis državam članicam Sveta Evrope in državam članicam OECD, ki jo ratificirajo, sprejmejo ali odobrijo. Listine o ratifikaciji, sprejetju ali odobritvi se deponirajo pri enem od depozitarjev.

2. Konvencija začne veljati prvi dan meseca po poteku treh mesecev od dneva, ko je pet pogodbenic konvencije izrazilo svoje soglasje, da jih ta konvencija zavezuje v skladu z določbami prvega odstavka.

3. Za katero koli državo članico Sveta Evrope ali državo članico OECD, ki pozneje izrazi svoje soglasje, da jo konvencija zavezuje, konvencija začne veljati prvi dan meseca po poteku treh mesecev od dneva, ko je deponirala svojo listino o ratifikaciji, sprejetju ali odobritvi.

#### 29. člen – ozemeljska uporaba konvencije

1. Vsaka država lahko ob podpisu ali deponiraju svoje listine o ratifikaciji, sprejetju ali odobritvi opredeli ozemlje ali ozemlja, za katera se ta konvencija uporablja.

2. Vsaka država kadar koli pozneje z izjavo, naslovljeno na enega od depozitarjev, razširi uporabo te konvencije na katero koli ozemlje, navedeno v tej izjavi. Za ozemlje, navedeno v izjavi, konvencija začne veljati prvi dan meseca po poteku treh mesecev od dneva, ko je izjavo prejel depozitar.

3. Vsaka izjava, dana v skladu s prejšnjima odstavkoma, se lahko v zvezi s katerim koli ozemljem, opredeljenim v tej izjavi, umakne z uradnim obvestilom, naslovljenim na depozitarja. Umik začne veljati prvi dan v mesecu po poteku treh mesecev od dneva, ko je depozitar prejel navedeno uradno obvestilo.

### Article 30 – Reservations

1 Any State may, at the time of signature or when depositing its instrument of ratification, acceptance or approval or at any later date declare that it reserves the right:

a not to provide any form of assistance in relation to the taxes of other Parties in any of the categories listed in sub-paragraph b of paragraph 1 of Article 2, provided that it has not included any domestic tax in that category under Annex A of the Convention;

b not to provide assistance in the recovery of any tax claim, or in the recovery of an administrative fine, for all taxes or only for taxes in one or more of the categories listed in paragraph 1 of Article 2;

c not to provide assistance in respect of any tax claim, which is in existence at the date of entry into force of the Convention in respect of that State or, where a reservation has previously been made under sub-paragraph a or b above, at the date of withdrawal of such a reservation in relation to taxes in the category in question;

d not to provide assistance in the service of documents for all taxes or only for taxes in one or more of the categories listed in paragraph 1 of Article 2;

e not to permit the service of documents through the post as provided for in paragraph 3 of Article 17.

2 No other reservation may be made.

3 After the entry into force of the Convention in respect of a Party, that Party may make one or more of the reservations listed in paragraph 1 which it did not make at the time of ratification, acceptance or approval. Such reservations shall enter into force on the first day of the month following the expiration of a period of three months after the date of receipt of the reservation by one of the Depositaries.

4 Any Party which has made a reservation under paragraphs 1 and 3 may wholly or partly withdraw it by means of a notification addressed to one of the Depositaries. The withdrawal shall take effect on the date of receipt of such notification by the Depositary in question.

5 A Party which has made a reservation in respect of a provision of this Convention may not require the application of that provision by any other Party; it may, however, if its reservation is partial, require the application of that provision insofar as it has itself accepted it.

### Article 31 – Denunciation

1 Any Party may at any time denounce this Convention by means of a notification addressed to one of the Depositaries.

2 Such denunciation shall become effective on the first day of the month following the expiration of a period of three months after the date of receipt of the notification by the Depositary.

3 Any Party which denounces the Convention shall remain bound by the provisions of Article 22 for as long as it retains in its possession any documents or information obtained under the Convention.

### Article 32 – Depositaries and their functions

1 The Depositary with whom an act, notification or communication has been accomplished, shall notify the member States of the Council of Europe and the member countries of OECD of:

a any signature;

b the deposit of any instrument of ratification, acceptance or approval;

c any date of entry into force of this Convention in accordance with the provisions of Articles 28 and 29;

d any declaration made in pursuance of the provisions of paragraph 3 of Article 4 or paragraph 3 of Article 9 and the withdrawal of any such declaration;

e any reservation made in pursuance of the provisions of Article 30 and the withdrawal of any reservation effected in pursuance of the provisions of paragraph 4 of Article 30;

### 30. člen – pridržki

1. Vsaka država lahko ob podpisu ali deponirjanju svoje listine o ratifikaciji, sprejetju ali odobritvi ali pozneje izjavi, da si pridržuje pravico:

a) da ne bo zagotovila nobene oblike pomoči v zvezi z davki drugih pogodbenic iz katere koli skupine, navedene v pododstavku b prvega odstavka 2. člena, če v prilogu A h konvenciji ni vključila nobenega domačega davka iz te skupine;

b) da ne bo zagotovila pomoči pri izterjavi katere koli davčne terjatve ali pri izterjavi upravne denarne kazni za vse davke ali samo za davke iz ene ali več skupin, navedenih v prvem odstavku 2. člena;

c) da ne bo zagotovila pomoči v zvezi s katero koli davčno terjatvijo, ki obstaja v začetku veljavnosti konvencije za to državo, ali če je bil predhodno dan pridržek na podlagi pododstavka a ali b, a dan umika tega pridržka v zvezi z davki iz zadevne skupine;

d) da ne bo zagotovila pomoči pri vročanju dokumentov za vse davke ali samo za davke iz ene ali več skupin, navedenih v prvem odstavku 2. člena;

e) da ne bo dovolila vročanja dokumentov po pošti, kakor je predvideno v tretem odstavku 17. člena.

2. Drugi pridržki niso mogoči.

3. Po začetku veljavnosti konvencije za pogodbenico ta pogodbenica lahko da enega ali več pridržkov, navedenih v prvem odstavku, ki jih ni dala ob ratifikaciji, sprejetju ali odobritvi. Ti pridržki začnejo veljati prvi dan meseca po poteku treh mesecev od dneva, ko je eden od depozitarjev pridržek prejel.

4. Vsaka pogodbenica, ki je dala pridržek na podlagi prvega in tretjega odstavka, ga lahko v celoti ali delno umakne z uradnim obvestilom, naslovljenim na enega od depozitarjev. Umik začne veljati z dnem, ko depozitar to uradno obvestilo prejme.

5. Pogodbenica, ki je dala pridržek glede neke določbe te konvencije, ne more zahtevati, da to določbo uporablja katera koli druga pogodbenica; lahko pa, če je njen pridržek delen, zahteva uporabo take določbe v obsegu, ki ga je sprejela tudi sama.

### 31. člen – odpoved

1. Vsaka pogodbenica lahko kadar koli odpove konvencijo z uradnim obvestilom, naslovljenim na enega od depozitarjev.

2. Odpoved začne veljati prvi dan v mesecu po poteku treh mesecev od dneva, ko je depozitar prejel uradno obvestilo.

3. Vsako pogodbenico, ki konvencijo odpove, zavezujejo določbe 22. člena ves čas, dokler ima dokumente ali informacije, prejete po tej konvenciji.

### 32. člen – depozitarja in njune naloge

1. Depozitar, pri katerem se opravi neko dejanje ali prejme uradno obvestilo ali sporočilo, države članice Sveta Evrope ali države članice OECD uradno obvesti o:

a) vsakem podpisu;

b) deponirjanju vsake listine o ratifikaciji, sprejetju ali odobritvi;

c) dnevu začetka veljavnosti te konvencije v skladu z določbami 28. in 29. člena;

d) vsaki izjavi, dani na podlagi določb tretjega odstavka 4. člena ali tretjega odstavka 9. člena, in o umiku vsake take izjave;

e) vsakem pridržku, danem na podlagi določb 30. člena, in o umiku vsakega pridržka, opravljenem na podlagi določb četrtega odstavka 30. člena;

f any notification received in pursuance of the provisions of paragraph 3 or 4 of Article 2, paragraph 3 of Article 3, Article 29 or paragraph 1 of Article 31;

g any other act, notification or communication relating to this Convention.

2 The Depositary receiving a communication or making a notification in pursuance of the provisions of paragraph 1 shall inform immediately the other Depositary thereof.

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

Done at Strasbourg, the 25th day of January 1988 in English and French, both texts being equally authentic, in two copies of which one shall be deposited in the archives of the Council of Europe and the other in the archives of OECD. The Secretaries General of the Council of Europe and of OECD shall transmit certified copies to each member State of the Council of Europe and of the member countries of OECD.

**Protocol  
amending the Convention on Mutual Administrative  
Assistance in Tax Matters**

**Preamble**

The member States of the Council of Europe and the member countries of the Organisation for Economic Co-operation and Development (OECD), signatories of this Protocol,

Considering that the Convention on Mutual Administrative Assistance in Tax Matters, done at Strasbourg on 25 January 1988 (hereinafter "the Convention"), was concluded before agreement was reached on the internationally agreed standard to exchange information in tax matters;

Considering that a new cooperative environment has emerged since the Convention was concluded;

Considering that it is desirable that a multilateral instrument is made available to allow the widest number of States to obtain the benefit of the new co-operative environment and at the same time to implement the highest international standards of co-operation in the tax field;

Have agreed as follows:

**Article I**

1 The seventh recital of the Preamble to the Convention shall be deleted and replaced by the following:

"Convinced therefore that States should carry out measures or supply information, having regard to the necessity of protecting the confidentiality of information, and taking account of international instruments for the protection of privacy and flows of personal data;"

2 The following shall be added after the seventh recital of the Preamble to the Convention:

"Considering that a new co-operative environment has emerged and that it is desirable that a multilateral instrument is made available to allow the widest number of States to obtain the benefits of the new co-operative environment and at the same time implement the highest international standards of co-operation in the tax field;"

**Article II**

Article 4 of the Convention shall be deleted and replaced by the following:

**"Article 4 – General provision**

1 The Parties shall exchange any information, in particular as provided in this section, that is foreseeably relevant for the administration or enforcement of their domestic laws concerning the taxes covered by this Convention.

2 Deleted.

f) vsakem uradnem obvestilu, prejetem na podlagi določb tretjega ali četrtega odstavka 2. člena, tretjega odstavka 3. člena, 29. člena ali prvega odstavka 31. člena;

g) vsakem drugem dejanju, uradnem obvestilu ali sporočilu v zvezi s to konvencijo.

2. Depozitar, ki prejme sporočilo ali pošlje uradno obvestilo na podlagi določb prvega odstavka, o tem takoj obvesti drugega depozitarja.

V potrditev tega so podpisani, ki so bili za to pravilno pooblaščeni, podpisali to konvencijo.

Sestavljen v Strasbourgu 25. januarja 1988 v angleškem in francoskem jeziku, pri čemer sta besedili enako verodostojni, v dveh izvodih, od katerih se eden hrani v arhivu Sveta Evrope in drugi v arhivu OECD. Generalna sekretarja Sveta Evrope in OECD pošljeta overjen izvod vsaki državi članici Sveta Evrope in državam članicam OECD.

**Protokol  
o spremembni Konvenciji o medsebojni upravni pomoči  
pri davčnih zadevah**

**Uvod**

Države članice Sveta Evrope in države članice Organizacije za gospodarsko sodelovanje in razvoj (OECD), podpisnice tega protokola, so se

ob upoštevanju, da je bila Konvencija o medsebojni upravni pomoči pri davčnih zadevah, sestavljena 25. januarja 1988 v Strasbourgu (v nadaljevanju konvencija), sklenjena, preden je bil dosežen dogovor o mednarodnem standardu izmenjave informacij v davčnih zadevah,

ob upoštevanju, da je po sklenitvi konvencije nastal nov okvir za sodelovanje,

ob upoštevanju, da je zaželeno, da se zagotovi večstranski instrument, ki bo čim več državam omogočil koristi od novega okvira za sodelovanje in hkrati uveljavitev najvišjih mednarodnih standardov pri sodelovanju na davčnem področju,

dogovorile:

**I. člen**

1. Črta se sedma uvodna navedba Uvoda h konvenciji in nadomesti z naslednjim besedilom:

»v prepričanju, da države ne bi sme izvajati ukrepov ali dajati informacij, ob upoštevanju potrebe po varstvu zaupnosti informacij in mednarodnih instrumentov za varstvo zasebnosti in pretoka osebnih podatkov,«.

2. Za sedmo uvodno navedbo Uvoda h konvenciji se doda naslednje besedilo:

»ob upoštevanju, da je nastal nov okvir za sodelovanje in da je zaželeno, da se zagotovi večstranski instrument, ki bo čim več državam omogočil koristi od novega okvira za sodelovanje in hkrati uveljavil najvišje mednarodne standarde pri sodelovanju na davčnem področju,«.

**II. člen**

Črta se 4. člen konvencije in nadomesti z naslednjim besedilom:

**»4. člen – splošne določbe**

1. Pogodbenice si izmenjajo vse informacije, zlasti kakor je določeno v tem oddelku, ki so predvidoma pomembne za izvajanje ali uveljavljanje njihove domače zakonodaje v zvezi z davki, ki jih zajema ta konvencija.

2. Črtano.

3 Any Party may, by a declaration addressed to one of the Depositaries, indicate that, according to its internal legislation, its authorities may inform its resident or national before transmitting information concerning him, in conformity with Articles 5 and 7.”

### Article III

1 The term “and” in paragraph 1.b of Article 18 of the Convention shall be replaced by the term “, or”.

2 The reference to “Article 19” in paragraph 1.f of Article 18 of the Convention shall be replaced by a reference to “Article 21.2.g”.

### Article IV

Article 19 of the Convention shall be deleted.

### Article V

Article 21 of the Convention shall be deleted and replaced by the following:

#### **“Article 21 – Protection of persons and limits to the obligation to provide assistance**

1 Nothing in this Convention shall affect the rights and safeguards secured to persons by the laws or administrative practice of the requested State.

2 Except in the case of Article 14, the provisions of this Convention shall not be construed so as to impose on the requested State the obligation:

a to carry out measures at variance with its own laws or administrative practice or the laws or administrative practice of the applicant State;

b to carry out measures which would be contrary to public policy (*ordre public*);

c to supply information which is not obtainable under its own laws or its administrative practice or under the laws of the applicant State or its administrative practice;

d to supply information which would disclose any trade, business, industrial, commercial or professional secret, or trade process, or information, the disclosure of which would be contrary to public policy (*ordre public*);

e to provide administrative assistance if and insofar as it considers the taxation in the applicant State to be contrary to generally accepted taxation principles or to the provisions of a convention for the avoidance of double taxation, or of any other convention which the requested State has concluded with the applicant State;

f to provide administrative assistance for the purpose of administering or enforcing a provision of the tax law of the applicant State, or any requirement connected therewith, which discriminates against a national of the requested State as compared with a national of the applicant State in the same circumstances;

g to provide administrative assistance if the applicant State has not pursued all reasonable measures available under its laws or administrative practice, except where recourse to such measures would give rise to disproportionate difficulty;

h to provide assistance in recovery in those cases where the administrative burden for that State is clearly disproportionate to the benefit to be derived by the applicant State.

3 If information is requested by the applicant State in accordance with this Convention, the requested State shall use its information gathering measures to obtain the requested information, even though the requested State may not need such information for its own tax purposes. The obligation contained in the preceding sentence is subject to the limitations contained in this Convention, but in no case shall such limitations, including in particular those of paragraphs 1 and 2, be construed to permit a requested State to decline to supply information solely because it has no domestic interest in such information.

3. Vsaka pogodbenica lahko v izjavi, naslovjeni na enega od depozitarjev, navede, da lahko v skladu z njeno notranjo zakonodajo njeni organi skladno s 5. in 7. členom njenega rezidenta ali državljanja pred pošiljanjem informacij v zvezi z njim o tem obvestijo.«

### III. člen

1. Beseda »in« v točki b prvega odstavka 18. člena konvencije se nadomesti z besedo »ali«.

2. Sklicevanje na »19. člen« v točki f prvega odstavka 18. člena konvencije se nadomesti s sklicevanjem na »točko g drugega odstavka 21. člena«.

### IV. člen

Črta se 19. člen konvencije.

### V. člen

Črta se 21. člen konvencije in nadomesti z naslednjim besedilom:

#### **»21. člen – varstvo oseb in omejitve obveznosti dajanja pomoči**

1. Nič v tej konvenciji ne omejuje pravic in jamstev, ki jih osebam zagotavlja zakonodaja ali upravna praksa zaprošene države.

2. Razen v primeru 14. člena se določbe te konvencije ne razlagajo, kakor da zaprošeni državi nalagajo obveznost:

a) da izvede ukrepe v nasprotju s svojo zakonodajo ali upravno prakso ali zakonodajo in upravno prakso države prosilke;

b) da izvede ukrepe, ki bi bili v nasprotju z javnim redom (ordre public);

c) da priskrbi informacije, ki jih ni mogoče dobiti v skladu z njeno zakonodajo ali upravno prakso ali v skladu z zakonodajo države prosilke ali njeno upravno prakso;

d) da priskrbi informacije, ki bi razkrile kakršno koli trgovinsko, poslovno, industrijsko, komercialno ali poklicno skrivnost ali trgovinski postopek, ali informacije, katerih razkritje bi bilo v nasprotju z javnim redom (ordre public);

e) da zagotovi upravno pomoč, če in kolikor meni, da je obdavčitev v državi prosilki v nasprotju s splošno sprejetimi načeli obdavčevanja ali določbami konvencije o izogibanju dvojnega obdavčevanja ali katero koli drugo konvencijo, ki jo je zaprošena država sklenila z državo prosilka;

f) da zagotovi upravno pomoč zaradi izvajanja ali uveljavitve določb davčne zakonodaje države prosilke ali izpolnitve s tem povezane zahteve, ki povzroča neenako obravnavanje državljanja zaprošene države in državljanja države prosilke v enakih okoliščinah;

g) da zagotovi upravno pomoč, če država prosilka ni izčrpala vseh razumnih ukrepov, ki jih ima na voljo na podlagi svoje zakonodaje ali upravne prakse, razen kadar bi njihova uporaba povzročila nesorazmerne težave;

h) da zagotovi pomoč pri izterjavi, kadar je jasno, da upravno breme za to državo ni sorazmerno s koristjo, ki naj bi jo imela država prosilka.

3. Če država prosilka zaprosi za informacije v skladu s to konvencijo, zaprošena država sprejme ukrepe za pridobitev zaprošenih informacij, čeprav jih sama morda ne potrebuje za svoje davčne namene. Za obveznost iz prejšnjega stavka veljajo omejitve iz te konvencije, vendar se take omejitve, vključno zlasti z omejitvami iz prvega in drugega odstavka, nikakor ne razlagajo tako, kakor da zaprošena država lahko zavrne predložitev informacij samo zato, ker sama zanje nima interesa.

4 In no case shall the provisions of this Convention, including in particular those of paragraphs 1 and 2, be construed to permit a requested State to decline to supply information solely because the information is held by a bank, other financial institution, nominee or person acting in an agency or a fiduciary capacity or because it relates to ownership interests in a person."

#### Article VI

Paragraphs 1 and 2 of Article 22 shall be deleted and replaced with the following:

"1 Any information obtained by a Party under this Convention shall be treated as secret and protected in the same manner as information obtained under the domestic law of that Party and, to the extent needed to ensure the necessary level of protection of personal data, in accordance with the safeguards which may be specified by the supplying Party as required under its domestic law.

2 Such information shall in any case be disclosed only to persons or authorities (including courts and administrative or supervisory bodies) concerned with the assessment, collection or recovery of, the enforcement or prosecution in respect of, or the determination of appeals in relation to, taxes of that Party, or the oversight of the above. Only the persons or authorities mentioned above may use the information and then only for such purposes. They may, notwithstanding the provisions of paragraph 1, disclose it in public court proceedings or in judicial decisions relating to such taxes."

#### Article VII

Paragraph 2 of Article 27 of the Convention shall be deleted and replaced by the following:

"2 Notwithstanding paragraph 1, those Parties which are member States of the European Union can apply, in their mutual relations, the possibilities of assistance provided for by the Convention in so far as they allow a wider co-operation than the possibilities offered by the applicable European Union rules."

#### Article VIII

1 The following paragraphs shall be added at the end of Article 28 of the Convention:

"4 Any member State of the Council of Europe or any member country of OECD which becomes a Party to the Convention after the entry into force of the Protocol amending this Convention, opened for signature on 27<sup>th</sup> May 2010 (the "2010 Protocol"), shall be a Party to the Convention as amended by that Protocol, unless they express a different intention in a written communication to one of the Depositaries.

5 After the entry into force of the 2010 Protocol, any State which is not a member of the Council of Europe or of the OECD may request to be invited to sign and ratify this Convention as amended by the 2010 Protocol. Any request to this effect shall be addressed to one of the Depositaries, who shall transmit it to the Parties. The Depositary shall also inform the Committee of Ministers of the Council of Europe and the OECD Council. The decision to invite States which so request to become Party to this Convention shall be taken by consensus by the Parties to the Convention through the co-ordinating body. In respect of any State ratifying the Convention as amended by the 2010 Protocol in accordance with this paragraph, this Convention shall enter into force on the first day of the month following the expiration of a period of three months after the date of deposit of the instrument of ratification with one of the Depositaries.

4. V nobenem primeru se določbe te konvencije, vključno zlasti z določbami prvega in drugega odstavka, ne razlagajo tako, kakor da zaprošena država lahko zavrne predložitev informacij samo zato, ker jih ima banka, druga finančna institucija, pooblaščenec ali oseba, ki deluje kot zastopnik ali fiduciari, ali zato, ker so povezane z lastniškimi deleži v neki osebi.«

#### VI. člen

Prvi in drugi odstavek 22. člena se črtata in nadomestita z naslednjim besedilom:

»1. Katere koli informacije, ki jih pogodbenica pridobi v skladu s to konvencijo, se obravnavajo in varujejo kot tajnost enako kakor informacije, pridobljene na podlagi domače zakonodaje te pogodbenice, in v obsegu, ki zagotavlja potrebno varstvo osebnih podatkov v skladu z zahtevami za varovanje tajnosti, ki jih lahko določi pogodbenica pošiljateljica po svoji domači zakonodaji.

2. Take informacije se vsekakor razkrijejo samo osebam ali organom (vključno s sodišči in upravnimi ali nadzornimi organi), ki so vključeni v ugotavljanje, pobiranje ali izterjava davkov te pogodbenice, izvršbo ali pregon v zvezi z njimi ali odločanje o pritožbi ali v nadzor nad omenjenim. Samo navedene osebe ali organi smejo uporabljati informacije in samo v te namene. Ne glede na določbe prvega odstavka pa smejo informacije razkriti v javnem sodnem postopku ali sodnih odločbah v zvezi s takimi davki.«

#### VII. člen

Črta se drugi odstavek 27. člena konvencije in nadomesti z naslednjim besedilom:

»2. Ne glede na določbe prvega odstavka lahko tiste pogodbenice, ki so članice Evropske unije, v medsebojnih odnosih uporabijo možnosti pomoči, ki jih predvideva konvencija, če te omogočajo širše sodelovanje od možnosti, ki jih zagotavljajo veljavna pravila Evropske unije.«

#### VIII. člen

1. Na koncu 28. člena konvencije se dodajo naslednji odstavki:

»4. Vsaka država članica Sveta Evrope ali katera koli država članica OECD, ki postane pogodbenica konvencije po začetku veljavnosti protokola o spremembah te konvencije, ki je na voljo za podpis 27. maja 2010 (»protokol 2010«), se šteje za pogodbenico konvencije, kakor je spremenjena s tem protokolom, razen če enemu od depozitarjev pisno ne izrazi drugačne namere.

5. Po začetku veljavnosti protokola 2010 lahko vsaka država, ki ni članica Sveta Evrope ali OECD, zaprosi za povabilo k podpisu in ratifikaciji te konvencije, kakor je spremenjena s protokolom 2010. Prošnja za povabilo se naslovi na enega od depozitarjev, ta pa jo pošlje pogodbenicam. Depozitar o tem obvesti Odbor ministrov Sveta Evrope in Svet OECD. Odločitev o povabilu državam, ki zaprosijo, da bi postale pogodbenice te konvencije, sprejme usklajevalni organ na podlagi soglasja pogodbenic konvencije. Za vsako državo, ki ratificira konvencijo, kakor je spremenjena s protokolom 2010, v skladu s tem odstavkom, ta konvencija začne veljati prvi dan meseca po poteku treh mesecev od dneva, ko je deponirala svojo listino o ratifikaciji pri enem od depozitarjev.

6 The provisions of this Convention, as amended by the 2010 Protocol, shall have effect for administrative assistance related to taxable periods beginning on or after 1 January of the year following the one in which the Convention, as amended by the 2010 Protocol, entered into force in respect of a Party, or where there is no taxable period, for administrative assistance related to charges to tax arising on or after 1 January of the year following the one in which the Convention, as amended by the 2010 Protocol, entered into force in respect of a Party. Any two or more Parties may mutually agree that the Convention, as amended by the 2010 Protocol, shall have effect for administrative assistance related to earlier taxable periods or charges to tax.

7 Notwithstanding paragraph 6, for tax matters involving intentional conduct which is liable to prosecution under the criminal laws of the applicant Party, the provisions of this Convention, as amended by the 2010 Protocol, shall have effect from the date of entry into force in respect of a Party in relation to earlier taxable periods or charges to tax."

2 The following subparagraph shall be added after subparagraph e of paragraph 1 of Article 30 of the Convention:

"f to apply paragraph 7 of Article 28 exclusively for administrative assistance related to taxable periods beginning on or after 1 January of the third year preceding the one in which the Convention, as amended by the 2010 Protocol, entered into force in respect of a Party, or where there is no taxable period, for administrative assistance related to charges to tax arising on or after 1 January of the third year preceding the one in which the Convention, as amended by the 2010 Protocol, entered into force in respect of a Party."

3 The words "and any Party to this Convention" shall be added after the words "member countries of the OECD" in paragraph 1 of Article 32 of the Convention.

### Article IX

1 This Protocol shall be open for signature by the Signatories to the Convention. It is subject to ratification, acceptance or approval. A signatory may not ratify, accept or approve this Protocol unless it has previously or simultaneously ratified, accepted or approved the Convention. Instruments of ratification, acceptance or approval shall be deposited with one of the Depositaries.

2 This Protocol shall enter into force on the first day of the month following the expiration of a period of three months after the date on which five Parties to the Convention have expressed their consent to be bound by the Protocol in accordance with the provisions of paragraph 1.

3 In respect of any Party to the Convention which subsequently expresses its consent to be bound by it, the Protocol shall enter into force on the first day of the month following the expiration of a period of three months after the date of the deposit of the instrument of ratification, acceptance or approval.

### Article X

1 The Depositary with whom an act, notification or communication has been accomplished, shall notify the member States of the Council of Europe, the member countries of OECD and any Party to the Convention as amended by this Protocol of:

a any signature;

b the deposit of any instrument of ratification, acceptance or approval;

c any date of entry into force of this Protocol in accordance with the provisions of Article IX;

d any other act, notification or communication relating to this Protocol.

2 The Depositary receiving a communication or making a notification in pursuance of the provisions of paragraph 1 shall inform the other Depositary thereof.

3 The Depositaries shall transmit to the member States of the Council of Europe and the member countries of the OECD a certified copy of this Protocol.

6. Določbe te konvencije, kakor je spremenjena s protokolom 2010, veljajo za upravno pomoč v zvezi z davčnimi obdobji, ki se začnejo 1. januarja ali po 1. januarju leta, ki sledi letu, v katerem je konvencija, kakor je spremenjena s protokolom 2010, začela veljati za pogodbenico, oziroma če davčno obdobje ni navedeno, za upravno pomoč v zvezi z davčnimi obveznostmi, ki nastanejo 1. januarja ali po 1. januarju leta, ki sledi letu, v katerem je konvencija, kakor je spremenjena s protokolom 2010, začela veljati za pogodbenico. Dve ali več pogodbenic se lahko medsebojno dogovori, da konvencija, kakor je spremenjena s protokolom 2010, velja za upravno pomoč, ki se nanaša na prejšnja davčna obdobja ali davčne obveznosti.

7. Ne glede na šesti odstavek začnejo določbe te konvencije, kakor je spremenjena s protokolom 2010, za davčne zadeve, povezane z naklepnim ravnanjem, ki se prega po kazenski zakonodaji pogodbenice prosilke, v zvezi s prejšnjimi davčnimi obdobji ali davčnimi obveznostmi veljati na dan začetka veljavnosti za pogodbenico.«

2. Za pododstavkom e prvega odstavka 30. člena konvencije se doda naslednji pododstavek:

»f) da bo sedmi odstavek 28. člena uporabljal za upravno pomoč v zvezi z davčnimi obdobji, ki se začnejo 1. januarja ali po 1. januarju tretjega leta pred letom, v katerem je konvencija, kakor je spremenjena s protokolom 2010, začela veljati za pogodbenico, oziroma če davčno obdobje ni navedeno, za upravno pomoč v zvezi z davčnimi obveznostmi, ki nastanejo 1. januarja ali po 1. januarju tretjega leta pred letom, v katerem je konvencija, kakor je spremenjena s protokolom 2010, začela veljati za pogodbenico.«

3. V prvem odstavku 32. člena konvencije se za besedami »države članice OECD« dodajo besede »in vsako pogodbenico konvencije«.

### IX. člen

1. Ta protokol je na voljo za podpis podpisnicam konvencije. Treba ga je ratificirati, sprejeti ali odobriti. Podpisica ga ne more ratificirati, sprejeti ali odobriti, če ni prej ali hkrati ratificirala, sprejela ali odobrila konvencije. Listine o ratifikaciji, sprejetju ali odobritvi se deponirajo pri enem od depozitarjev.

2. Ta protokol začne veljati prvi dan meseca po treh mesecih od dneva, ko je v skladu z določbami prvega odstavka pet pogodbenic konvencije izrazilo svoje soglasje, da jih ta protokol zavezuje.

3. Za vsako pogodbenico konvencije, ki pozneje izrazi soglasje, da jo protokol zavezuje, začne protokol veljati prvi dan meseca po treh mesecih od dneva, ko je deponirala svojo listino o ratifikaciji, sprejetju ali odobritvi.

### X. člen

1. Depozitar, pri katerem se opravi neko dejanje ali prejme uradno obvestilo ali sporočilo, države članice Sveta Evrope, države članice OECD in vsako pogodbenico konvencije, kakor je spremenjena s tem protokolom, uradno obvesti o:

a) vsakem podpisu;

b) deponiranju vsake listine o ratifikaciji, sprejetju ali odobritvi;

c) dnevu začetka veljavnosti tega protokola v skladu z določbami IX. člena;

d) vsakem drugem dejanju, uradnem obvestilu ali sporočilu v zvezi s tem protokolom.

2. Depozitar, ki prejme sporočilo ali pošlje uradno obvestilo na podlagi določb prvega odstavka, o tem obvesti drugega depozitarja.

3. Depozitarja državam članicam Sveta Evrope in državam članicam OECD pošljeta overjen izvod tega protokola.

4 When this Protocol enters into force in accordance with Article IX, one of the Depositaries shall establish the text of the Convention as amended by this Protocol and shall send a certified copy to all the Parties to the Convention as amended by this Protocol.

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

Done at Paris, this 27<sup>th</sup> day of May 2010, in English and French, both texts being equally authentic, in two copies, one of which shall be deposited in the archives of the Council of Europe and the other in the archives of the OECD.

### 3. člen

Republika Slovenija na podlagi 2. člena konvencije ob deponiraju listine o ratifikaciji konvencije in protokola sporoč generalnemu sekretarju Sveta Evrope, da bo v okviru davkov iz prvega odstavka 2. člena konvencije konvencijo uporabljala za naslednje davke:

– pododstavek a) prvega odstavka 2. člena konvencije:

- i) davek od dohodkov fizičnih oseb (dohodnina)
- ii) davek od dohodkov pravnih oseb

– pododstavek b) iii) prvega odstavka 2. člena konvencije:

A. davek na dediščine in darila

C. davek na dodano vrednost

D. trošarine

G. davek od prometa nepremičnin.

### 4. člen

Republika Slovenija na podlagi 3. člena konvencije ob deponiraju listine o ratifikaciji konvencije in protokola sporoč generalnemu sekretarju Sveta Evrope, da je pristojni organ za izvajanje konvencije v zvezi z vsemi davki ministrstvo, pristojno za finance ali njegov pooblaščeni predstavnik.

### 5. člen

Republika Slovenija ob deponiraju listine o ratifikaciji konvencije in protokola poda naslednje pridržke na podlagi naslednjih pododstavkov prvega odstavka 30. člena konvencije:

– pododstavek a) prvega odstavka 30. člena konvencije:

Slovenija si pridržuje pravico, da ne bo zagotovila nobene oblike pomoči v zvezi z davki drugih pogodbenic, ki so vključeni v eno od skupin, navedenih v pododstavku b) prvega odstavka 2. člena konvencije:

ii) obvezni prispevki za socialno varnost, ki se plačujejo državnim ustanovam ali ustanovam socialne varnosti, ustanovljenim na podlagi javnega prava, ter

B. davki od nepremičnin,

E. davki na uporabo ali od lastništva motornih vozil,

F. davki na uporabo ali od lastništva premičnega premoženja, razen motornih vozil,

iv) davki, navedeni v skupinah B., E., F. iz pododstavka iii), ki se uvedejo v imenu političnih enot ali lokalnih oblasti pogodbenice.

– pododstavek b) prvega odstavka 30. člena konvencije:

Slovenija si pridržuje pravico, da ne bo zagotovila pomoči pri izterjavi katere koli davčne terjatve ali pri izterjavi upravne de narne kazni za davke, navedene v pridržku, ki se nanaša na pododstavek a) prvega odstavka 30. člena konvencije.

– pododstavek c) prvega odstavka 30. člena konvencije:

Slovenija si pridržuje pravico, da ne bo zagotovila pomoči v zvezi s katero koli davčno terjatvijo, ki obstaja v začetku veljavnosti konvencije za Slovenijo, ali če je terjatev v zvezi z davki, ki so vključeni v pridržek, ki se nanaša na pododstavka a) in b) prvega odstavka 30. člena konvencije, na dan, ko Slovenija umakne ta pridržek.

– pododstavek d) prvega odstavka 30. člena konvencije:

Slovenija si pridržuje pravico, da ne bo zagotovila pomoči pri vročanju dokumentov za davke, ki so navedeni v pridržku pod pododstavkom a).

– pododstavek f) prvega odstavka 30. člena konvencije:

Slovenija si pridržuje pravico, da bo sedmi odstavek 28. člena konvencije uporabljala za upravno pomoč v zvezi z davčnimi obdobji oziroma davčnimi obveznostmi, ki se začnejo oziroma nastanejo 1. januarja ali po 1. januarju tretjega leta pred letom, v katerem je konvencija, kakor je spremenjena s protokolom 2010, začela veljati za Slovenijo.

### 6. člen

Za izvajanje konvencije in protokola skrbi Ministrstvo za finance.

### 7. člen

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

Št. 432-01/09-21/12

Ljubljana, dne 20. decembra 2010

EPA 696-V

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

**160. Zakon o ratifikaciji Okvirnega sporazuma o obsežnem partnerstvu in sodelovanju med Evropsko skupnostjo in njenimi državami članicami na eni strani ter Republiko Indonezijo na drugi strani s sklepno listino (MIDOPS)**

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 Okvirnega sporazuma o obsežnem partnerstvu in sodelovanju med Evropsko skupnostjo in njenimi državami članicami na eni strani ter Republiko Indonezijo na drugi strani s sklepno listino (MIDOPS)**

Razglašam Zakon o ratifikaciji Okvirnega sporazuma o obsežnem partnerstvu in sodelovanju med Evropsko skupnostjo in njenimi državami članicami na eni strani ter Republiko Indonezijo na drugi strani s sklepno listino (MIDOPS), ki ga je sprejel Državni zbor Republike Slovenije na seji 20. decembra 2010.

Št. 003-02-11/2010-21

Ljubljana, dne 28. decembra 2010

**dr. Danilo Türk I.r.**  
Predsednik  
Republike Slovenije

**Z A K O N****O RATIFIKACIJI OKVIRNEGA SPORAZUMA O OBSEŽNEM PARTNERSTVU IN SODELOVANJU MED EVROPSKO SKUPNOSTJO IN NJENIMI DRŽAVAMI ČLANICAMI NA ENI STRANI TER REPUBLIKO INDONEZIJO NA DRUGI STRANI S SKLEPNO LISTINO (MIDOPS)****1. člen**

Ratificira se Okvirni sporazum o obsežnem partnerstvu in sodelovanju med Evropsko skupnostjo in njenimi državami članicami na eni strani ter Republiko Indonezijo na drugi strani s sklepno listino, podpisan v Džakarti 9. novembra 2009.

**2. člen**

Besedilo sporazuma se v izvirniku v slovenskem in angleškem jeziku glasi<sup>1</sup>:

<sup>1</sup> Besedilo sporazuma v bolgarskem, češkem, danskem, estonskem, finskem, francoskem, grškem, italijanskem, latvijskem, litovskem, madžarskem, malteškem, nemškem, nizozemskem, poljskem, portugalskem, romunskem, slovaškem, španskem, švedskem ter v indonezijskem jeziku je na vpogled v Sektorju za mednarodno pravo v Ministrstvu za zunanje zadeve Republike Slovenije.

РАМКОВО СПОРАЗУМЕНИЕ  
ЗА ВСЕОБХВАТНО ПАРТНЬОРСТВО  
И СЪТРУДНИЧЕСТВО  
МЕЖДУ ЕВРОПЕЙСКАТА ОБЩНОСТ  
И НЕЙНИТЕ ДЪРЖАВИ-ЧЛЕНКИ, ОТ ЕДНА СТРАНА,  
И РЕПУБЛИКА ИНДОНЕЗИЯ,  
ОТ ДРУГА СТРАНА

ACUERDO MARCO GLOBAL  
DE ASOCIACIÓN Y COOPERACIÓN  
ENTRE LA COMUNIDAD EUROPEA  
Y SUS ESTADOS MIEMBROS,  
POR UNA PARTE,  
Y LA REPÚBLICA DE INDONESIA,  
POR OTRA

RÁMCOVÁ DOHODA  
O KOMPLEXNÍM PARTNERSTVÍ  
A SPOLUPRÁCI  
MEZI EVROPSKÝM SPOLEČENSTVÍM  
A JEHO ČLENSKÝMI STÁTY NA JEDNÉ STRANĚ  
A INDONÉSKOU REPUBLIKOU  
NA STRANĚ DRUHÉ

RAMMEAFTALE  
MELLEM DET EUROPÆISKE FÆLLESSKAB  
OG DETS MEDLEMSSTATER PÅ DEN ENE SIDE OG  
REPUBLIKKEN INDONESIEN PÅ DEN ANDEN SIDE  
OM ET OMFATTENDE PARTNERSKAB OG SAMARBEJDE

RAHMENABKOMMEN  
ÜBER UMFASSENDE PARTNERSCHAFT  
UND ZUSAMMENARBEIT  
ZWISCHEN DER EUROPÄISCHEN GEMEINSCHAFT UND  
IHREN MITGLIEDSTAATEN EINERSEITS UND  
DER REPUBLIK INDONESIEN ANDERERSEITS

ÜHELT POOLT  
EUROOPA ÜHENDUSE JA SELLE LIIKMESRIIKIDE  
NING TEISELT POOLT  
INDONEESIA VABARIIGI VAHELLINE  
LAIAHAARDELISE PARTNERLUSE  
JA KOOSTÖÖ RAAMLEPING

ΣΥΝΟΛΙΚΗ ΣΥΜΦΩΝΙΑ-ΠΛΑΙΣΙΟ  
ΕΤΑΙΡΙΚΗΣ ΣΧΕΣΗΣ ΚΑΙ ΣΥΝΕΡΓΑΣΙΑΣ  
ΜΕΤΑΞΥ ΤΗΣ ΕΥΡΩΠΑΪΚΗΣ ΚΟΙΝΟΤΗΤΑΣ  
ΚΑΙ ΤΩΝ ΚΡΑΤΩΝ ΜΕΛΩΝ ΤΗΣ, ΑΦΕΝΟΣ,  
ΚΑΙ ΤΗΣ ΔΗΜΟΚΡΑΤΙΑΣ ΤΗΣ ΙΝΔΟΝΗΣΙΑΣ, ΑΦΕΤΕΡΟΥ

FRAMEWORK AGREEMENT  
ON COMPREHENSIVE PARTNERSHIP AND COOPERATION  
BETWEEN THE EUROPEAN COMMUNITY AND  
ITS MEMBER STATES, OF THE ONE PART, AND  
THE REPUBLIC OF INDONESIA,  
OF THE OTHER PART

**ACCORD-CADRE GLOBAL  
DE PARTENARIAT ET DE COOPÉRATION  
ENTRE LA COMMUNAUTÉ EUROPÉENNE  
ET SES ÉTATS MEMBRES, D'UNE PART,  
ET LA RÉPUBLIQUE D'INDONÉSIE, D'AUTRE PART**

**ACCORDO QUADRO  
DI PARTENARIATO GLOBALE E COOPERAZIONE  
TRA LA COMUNITÀ EUROPEA E I SUOI STATI MEMBRI,  
DA UNA PARTE, E LA REPUBBLICA DI INDONESIA, DALL'ALTRA**

**PAMATNOLĪGUMS  
PAR VISAPTVEROŠU PARTNERĪBU UN SADARBĪBU  
STARP EIROPAS KOPIENU UN TĀS DALĪBALSTĪM,  
NO VIENAS PUSES, UN INDONĒZIJAS REPUBLIKU,  
NO OTRAS PUSES**

**EUROPOS BENDRIJOS  
BEI JOS VALSTYBIŲ NARIŲ  
IR INDONEZIJOS RESPUBLIKOS  
PAGRINDŲ SUSITARIMAS  
DĒL VISAPUSĒS PARTNERYSTĖS  
IR BENDRADARBIAVIMO**

**ÁTFOGÓ  
PARTNERSÉGI KERETMEGÁLLAPODÁS  
EGYRÉSZRŐL  
AZ EURÓPAI KÖZÖSSÉG  
ÉS TAGÁLLAMAI,  
MÁSRÉSZRŐL  
AZ INDONÉZ KÖZTÁRSASÁG KÖZÖTT**

**FTEHIM QAFAS  
DWAR SHUBIJA KOMPREENSIVA  
U KOOPERAZZJONI  
BEJN IL-KOMUNITÀ EWROPEA U  
L-ISTATI MEMBRI TAGĦHA, MINN NAĦA WAħDA, U  
R-REPUBLIKA TAL-INDONEŻJA,  
MIN-NAĦA L-OHRA**

**KADEROVEREENKOMST  
INZAKE EEN BREED PARTNERSCHAP EN SAMENWERKING  
TUSSEN DE EUROPESE GEMEENSCHAP  
EN HAAR LIDSTATEN, ENERZIJDS,  
EN DE REPUBLIEK INDONESIË,  
ANDERZIJDS**

**UMOWA RAMOWA  
O WSZECHSTRONNYM PARTNERSTWIE  
I WSPÓŁPRACY  
MIĘDZY WSPÓŁNOTĄ EUROPEJSKĄ  
I JEJ PAŃSTWAMI CZŁONKOWSKIMI Z JEDNEJ STRONY  
A REPUBLIKĄ INDONEZJI  
Z DRUGIEJ STRONY**

ACORDO-QUADRO GLOBAL  
DE PARCERIA E COOPERAÇÃO  
ENTRE A COMUNIDADE EUROPEIA E  
OS SEUS ESTADOS-MEMBROS, POR UM LADO, E  
A REPÚBLICA DA INDONÉSIA,  
POR OUTRO

ACORD-CADRУ  
DE PARTENERIAT ȘI  
DE COOPERARE GLOBALĂ  
ÎNTRE COMUNITATEA EUROPEANĂ ȘI  
STATELE SALE MEMBRE, PE DE O PARTE, ȘI  
REPUBLICA INDONEZIA,  
PE DE ALTĂ PARTE

RÁMCOVÁ DOHODA  
O KOMPLEXNOM PARTNERSTVE  
A SPOLUPRÁCI  
MEDZI EURÓPSKYM SPOLOČENSTVOM  
A JEHO ČLENSKÝMI ŠTÁTMI NA JEDNEJ STRANE  
A INDONÉSKOU REPUBLIKOU  
NA STRANE DRUHEJ

OKVIRNI SPORAZUM  
O OBSEŽNEM PARTNERSTVU  
IN SODELOVANJU  
MED EVROPSKO SKUPNOSTJO IN  
NJENIMI DRŽAVAMI ČLANICAMI NA ENI STRANI TER  
REPUBLIKO INDONEZIJO  
NA DRUGI STRANI

PUITESOPIMUS  
EUROOPAN YHTEISÖN JA SEN JÄSENVÄLTIÖIDEN  
SEKÄ INDONESIAN TASAVALLAN  
KOKONAISVALTAISESTA KUMPPANUUDESTA  
JA YHTEISTYÖSTÄ

RAMAVTAL  
OM ETT VITTOMSPÄNNANDE PARTNERSKAP  
OCH SAMARBETE  
MELLAN EUROPEISKA GEMENSKAPEN OCH  
DESS MEDLEMSSTATER, Å ENA SIDAN, OCH  
REPUBLIKEN INDONESIEN,  
Å ANDRA SIDAN

KERANGKA PERSETUJUAN MENGENAI KEMITRAAN  
DAN KERJA SAMA MENYELURUH ANTARA  
KOMUNITAS EROPA DAN NEGARA ANGGOTANYA,  
DI SATU PIHAK, DAN REPUBLIK INDONESIA  
DI PIHAK LAINNYA

**OKVIRNI SPORAZUM  
O OBSEŽNEM PARTNERSTVU  
IN SODELOVANJU  
MED EVROPSKO ŠKUPNOSTJO  
IN NJENIMI DRŽAVAMI ČLANICAMI NA ENI  
STRANI TER REPUBLIKO INDONEZIJO  
NA DRUGI STRANI**

EVROPSKA ŠKUPNOST,  
v nadalnjem besedilu »Skupnost«, ter  
KRALJEVINA BELGIJA,  
REPUBLIKA BOLGARIJA,  
ČEŠKA REPUBLIKA,  
KRALJEVINA DANSKA,  
ZVEZNA REPUBLIKA NEMČIJA,  
REPUBLIKA ESTONIJA,  
IRSKA,  
HELENSKA REPUBLIKA,  
KRALJEVINA ŠPANIJA,  
FRANCOSKA REPUBLIKA,  
ITALIJANSKA REPUBLIKA,  
REPUBLIKA CIPER,  
REPUBLIKA LATVIJA,  
REPUBLIKA LITVA,  
VELIKO VOJVODSTVO LUKSEMBURG,  
REPUBLIKA MADŽARSKA,  
MALTE,  
KRALJEVINA NIŽOZEMSKA,  
REPUBLIKA AVSTRIJA,  
REPUBLIKA POLJSKA,  
PORTUGALSKA REPUBLIKA,  
ROMUNIJA,  
REPUBLIKA SLOVENIJA,  
SLOVAŠKA REPUBLIKA,  
REPUBLIKA FINSKA,  
KRALJEVINA ŠVEDSKA,  
ZDRUŽENO KRALJESTVO VELIKE BRITANIJE IN SE-  
VERNE IRSKE,

pogodbenice Pogodbe o ustanovitvi Evropske skupnosti in Pogodbe o Evropski uniji, v nadalnjem besedilu »države članice«

na eni strani, ter

VLADA REPUBLIKE INDONEZIJE

na drugi strani,

v nadalnjem besedilu »pogodbenici« –

OB UPOŠTEVANJU tradicionalnih prijateljskih vezi med Republiko Indonezijo in Skupnostjo ter tesnih zgodovinskih, političnih in gospodarskih vezi med njima,

KER pogodbenici namenjata poseben pomen celovitemu značaju medsebojnih odnosov,

OB PONOVLNI POTRDITVI zavezosti pogodbenic k spoštovanju načel, zapisanih v Ustanovni listini Združenih narodov,

OB PONOVLNI POTRDITVI zavezosti pogodbenic k spoštovanju, spodbujanju in varovanju demokratičnih načel in temeljnih človekovih pravic, pravne države, miru in mednarodne pravičnosti, kot med drugim določajo Splošna deklaracija Združenih narodov o človekovih pravicah, Rimski statut in drugi mednarodni instrumenti o človekovih pravicah, če ti veljajo za obe pogodbenici,

**FRAMEWORK AGREEMENT  
ON COMPREHENSIVE PARTNERSHIP  
AND COOPERATION  
BETWEEN THE EUROPEAN COMMUNITY  
AND ITS MEMBER STATES, OF THE ONE PART,  
AND THE REPUBLIC OF INDONESIA,  
OF THE OTHER PART**

THE EUROPEAN COMMUNITY,  
hereinafter referred to as "the Community" and  
THE KINGDOM OF BELGIUM,  
THE REPUBLIC OF BULGARIA,  
THE CZECH REPUBLIC,  
THE KINGDOM OF DENMARK,  
THE FEDERAL REPUBLIC OF GERMANY,  
THE REPUBLIC OF ESTONIA,  
IRELAND,  
THE HELLENIC REPUBLIC,  
THE KINGDOM OF SPAIN,  
THE FRENCH REPUBLIC,  
THE ITALIAN REPUBLIC,  
THE REPUBLIC OF CYPRUS,  
THE REPUBLIC OF LATVIA,  
THE REPUBLIC OF LITHUANIA,  
THE GRAND DUCHY OF LUXEMBURG,  
THE REPUBLIC OF HUNGARY,  
MALTA,  
THE KINGDOM OF THE NETHERLANDS,  
THE REPUBLIC OF AUSTRIA,  
THE REPUBLIC OF POLAND,  
THE PORTUGUESE REPUBLIC,  
ROMANIA,  
THE REPUBLIC OF SLOVENIA,  
THE SLOVAK REPUBLIC,  
THE REPUBLIC OF FINLAND,  
THE KINGDOM OF SWEDEN,  
THE UNITED KINGDOM OF GREAT BRITAIN AND  
NORTHERN IRELAND,

Contracting Parties to the Treaty establishing the European Community and the Treaty on European Union, hereinafter referred to as the "Member States",

of the one part, and

THE GOVERNMENT OF THE REPUBLIC OF INDONESIA,

of the other part,

Hereinafter jointly referred to as "the Parties",

CONSIDERING the traditional links of friendship between the Republic of Indonesia and the Community, and the close historical, political and economic ties which unite them,

WHEREAS the Parties attach particular importance to the comprehensive nature of their mutual relationship,

REAFFIRMING the attachment of the Parties to the respect for the principles enshrined in the Charter of the United Nations,

REAFFIRMING the commitment of the Parties to the respect, promotion and protection of democratic principles and fundamental human rights, rule of law, peace and international justice as laid down, *inter alia*, in the United Nations Universal Declaration on Human Rights, the Rome Statute and other international human rights instruments where these are applicable to both Parties,

OB PONOVOVNI POTRDITVI spoštovanja suverenosti, ozemeljske celovitosti in nacionalne enotnosti Republike Indonezije,

OB PONOVOVNI POTRDITVI zavezanosti načelom pravne države in dobrega javnega upravljanja ter njune želje po spodbujanju gospodarskega in socialnega napredka njunih narodov ob upoštevanju načela trajnostnega razvoja in zahtev varstva okolja,

OB PONOVOVNI POTRDITVI, da najhujši zločini, ki zadevajo mednarodno skupnost, ne smejo ostati nekaznovani in da je treba tistim, ki so jih obtoženi, soditi ter jih, če so spoznani za krive, ustrezno kaznovati, njihov učinkovit pregon pa je treba zagotoviti z ukrepi, sprejetimi na nacionalni ravni, in z izboljšanjem sodelovanja na svetovni ravni,

OB POUDARJANJU njune polne zavezanosti boju proti vsem oblikam mednarodnega organiziranega kriminala in terorizma, ob spoštovanju mednarodnega prava, vključno s pravom človekovih pravic, humanitarnih načel o migracijskih in begunskih vprašanjih ter mednarodnem humanitarnem pravu, in oblikovanju učinkovitega mednarodnega sodelovanja ter instrumentov, namenjenih njihovemu izkoreninjenju,

KER pogodbenici priznavata, da sprejetje ustreznih mednarodnih konvencij in drugih ustreznih resolucij VS ZN, vključno z Resolucijo VS ZN 1540, poudarja zavezanost celotne mednarodne skupnosti boju proti širjenju orožij za množično uničevanje,

OB PRIZNAVANJU potrebe po krepitevi obveznosti iz mednarodnega prava glede razoroževanja ter neširjenja, med drugim tudi zato, da se odpravi nevarnost, ki jo pomenijo orožja za množično uničevanje,

OB PRIZNAVANJU pomembne vloge Sporazuma o sodelovanju z dne 7. marca 1980 med Evropsko gospodarsko skupnostjo ter Indonezijo, Malezijo, Filipini, Singapurjem in Tajsko – državami članicami Združenja držav jugovzhodne Azije (ASEAN) ter poznejših pridružitvenih protokolov,

OB PRIZNAVANJU pomembne vloge krepitev obstoječih odnosov med pogodbenicama z namenom povečanja sodelovanja med njima ter njune skupne volje za krepitev, poglobitev in razširitev odnosov na področjih skupnega interesa, ki bodo temeljili na enakosti, nediskriminaciji, spoštovanju naravnega okolja in skupni koristi,

OB POTRDITVI njunih želja po spodbujanju sodelovanja med Skupnostjo in Republiko Indonezijo, ki temelji na skupnih vrednotah in vzajemnih koristih, v skladu z dejavnostmi, zajetimi v regionalnem okviru,

V SKLADU z njunimi zakoni in drugimi predpisi –  
STA SE DOGOVORILI:

## NASLOV I

### NARAVA IN PODROČJE UPORABE

#### ČLEN 1

##### Spošna načela

1. Spoštovanje demokratičnih načel in temeljnih človekovih pravic, kakor so navedene v Splošni deklaraciji o človekovih pravicah ter v drugih mednarodnih instrumentih o človekovih pravicah, ki veljajo za obe pogodbenici, je temelj notranje in zunanje politike pogodbenic in pomeni bistven element tega sporazuma.

2. Pogodbenici potrjujeta skupne vrednote, ki so navedene v Ustanovni listini Združenih narodov.

3. Pogodbenici potrjujeta svojo predanost spodbujanju trajnostnega razvoja, sodelovanju pri obravnavi izzivov podnebnih sprememb in uresničevanju razvojnih ciljev ti-soletja.

4. Pogodbenici ponovno potrjujeta svojo zavezanost Pariski deklaraciji iz leta 2005 o učinkovitosti pomoči in se strinjata, da bosta okreplili sodelovanje za nadaljnje izboljšanje razvoja.

REAFFIRMING respect for sovereignty, territorial integrity and national unity of the Republic of Indonesia,

REAFFIRMING their attachment to the principles of the rule of law and of good governance, and their desire to promote economic and social progress for their peoples, taking into account the principle of sustainable development and environmental protection requirements,

REAFFIRMING that the most serious crimes of concern to the international community must not go unpunished and that those who are accused of them should be brought to justice and if found guilty should be duly punished and that their effective prosecution must be ensured by taking measures at national level and by enhancing global collaboration,

EXPRESSING their full commitment to fighting all forms of trans-national organised crime and terrorism in compliance with international law, including human rights law, humanitarian principles on migratory and refugee issues and international humanitarian law and to establishing effective international cooperation and instruments to ensure their eradication,

WHEREAS the Parties recognise that the adoption of relevant international conventions and other relevant UNSC Resolutions including UNSC Resolution 1540 underlie the commitment of the whole international community to fight against proliferation of weapons of mass destruction,

RECOGNISING the need to both strengthen disarmament as well as non-proliferation obligations under international law, *inter alia*, in order to exclude the danger posed by weapons of mass destruction,

RECOGNISING the importance of the Cooperation Agreement of 7 March 1980 between the European Economic Community and Indonesia, Malaysia, the Philippines, Singapore and Thailand – member countries of the Association of South-East Asian Nations (ASEAN) and subsequent accession protocols,

RECOGNISING the importance of strengthening the existing relationship between the Parties with a view to enhancing cooperation between them, and their common will to consolidate, deepen and diversify their relations in areas of mutual interest on the basis of equality, non-discrimination, respect for the natural environment and mutual benefit,

CONFIRMING their desire to enhance, taking account of activities undertaken in the regional framework, the cooperation between the Community and the Republic of Indonesia, based on shared values and mutual benefit,

PURSUANT to their respective laws and regulations,  
HAVE AGREED AS FOLLOWS:

## TITLE I

### NATURE AND SCOPE

#### ARTICLE 1

##### General Principles

1. Respect for democratic principles and fundamental human rights, as laid down in the Universal Declaration of Human Rights and other international human rights instruments applicable to both Parties underpins the internal and international policies of both Parties and constitutes an essential element of this Agreement.

2. The Parties confirm their shared values as expressed in the Charter of the United Nations.

3. The Parties confirm their commitment to promoting sustainable development, cooperating to address the challenge of climate change and contributing to reaching the Millennium Development Goals.

4. The Parties reaffirm their commitment to the Paris Declaration of 2005 on Aid Effectiveness and agree to strengthen cooperation with a view to further improving development performance.

5. Pogodbenici ponovno potrjujeta svojo zavezanost načelom dobrega javnega upravljanja, pravne države, vključno z neodvisnostjo sodstva, in boja proti korupciji.

6. Izvajanje tega sporazuma o partnerstvu in sodelovanju temelji na načelih enakosti in vzajemne koristi.

## ČLEN 2

### Cilji sodelovanja

Z namenom krepitve dvostranskih odnosov se pogodbenici zavežeta, da bosta vzdrževali celovit dialog in spodbujali nadaljnje medsebojno sodelovanje na vseh področjih vzajemnega interesa. Njuna prizadevanja bodo zlasti usmerjena v:

a) vzpostavitev dvostranskega sodelovanja ter sodelovanja na vseh pomembnih regionalnih in mednarodnih forumih in organizacijah;

b) razvoj trgovine in naložb med pogodbenicama v vzajemno korist;

c) vzpostavitev sodelovanja na vseh področjih vzajemnega interesa, povezanih s trgovino in naložbami, za pospešitev trgovinskih in naložbenih tokov ter preprečevanje in odpravo trgovinskih in naložbenih ovir, vključno s, kadar je ustrezeno, sedanjimi in prihodnjimi regionalnimi pobudami ES-ASEAN;

d) vzpostavitev sodelovanja na drugih področjih vzajemnega interesa, zlasti turizma, finančnih storitev; obdavljanja in carin; makroekonomske politike; industrijske politike in MSP; informacijske družbe, znanosti in tehnologije, energetike, prevoza in varnosti prometa; izobraževanja in kulture; človekovih pravic; okoljskih in naravnih virov, vključno s morskim okoljem; gozdarstvo; kmetijstva in razvoja podeželja; sodelovanja na področju pomorstva in ribištva; zdravju varnosti živil; zdravja živali; statistike; varstva osebnih podatkov; sodelovanja pri modernizaciji državne in javne uprave; in pravic intelektualne lastnine;

e) vzpostavitev sodelovanja o migracijskih vprašanjih, vključno z zakonitimi in nezakonitimi migracijami, tihotapljenjem in trgovanjem z ljudmi;

f) vzpostavitev sodelovanja o človekovih pravicah in pravnih zadevah;

g) vzpostavitev sodelovanja pri preprečevanju širjenja orožij za množično uničevanje;

h) vzpostavitev sodelovanja v boju proti terorizmu in mednarodnemu kriminalu, kot so proizvodnja in tihotapljenje prepovedanih drog in njihovih predhodnih sestavin ter pranje denarja;

i) krepitev obstoječega in spodbujanje morebitnega sodelovanja obeh pogodbenic v ustreznih podregionalnih in regionalnih programih sodelovanja;

j) povečevanje opaznosti obeh pogodbenic v njunih regijah;

k) spodbujanje medosebnega razumevanja s sodelovanjem različnih nevladnih subjektov, kot so skupine strokovnjakov, akademiki, civilna družba, ter prek medijev, in sicer z organizacijo seminarjev, konferenc, mladinskega sodelovanja in drugih dejavnosti.

## ČLEN 3

### Preprečevanje širjenja orožij za množično uničevanje

1. Pogodbenici menita, da širjenje orožij za množično uničevanje in sredstev za njihovo dostavo, tako med državnimi kakor nedržavnimi subjekti, pomeni eno od najresnejših groženj za mednarodno stabilnost in varnost.

2. Pogodbenici se zato strinjata, da bosta sodelovali in prispevali k preprečevanju širjenja orožij za množično uničevanje in sredstev za njihovo dostavo s popolno skladnostjo in nacionalnim izvajanjem svojih obstoječih obveznosti v okviru večstranskih pogodb/konvencij o razoroževanju in neširjenju orožij, ter drugih večstransko dogovorjenih sporazumov in mednarodnih obveznosti po določilih Ustanovne listine Združenih narodov. Pogodbenici soglašata, da ta določba pomeni bistveni element tega sporazuma.

5. The Parties reaffirm their attachment to the principles of good governance, the rule of law, including the independence of the judiciary, and the fight against corruption.

6. The implementation of this Partnership and Cooperation Agreement shall be based on the principles of equality and mutual benefit.

## ARTICLE 2

### Aims of Cooperation

With a view to strengthening their bilateral relationship, the Parties undertake to hold a comprehensive dialogue and promote further cooperation between them on all sectors of mutual interest. Their efforts will in particular be aimed at:

(a) establishing cooperation bilaterally and in all relevant regional and international fora and organisations;

(b) developing trade and investment between the Parties to their mutual advantage;

(c) establishing cooperation in all trade and investment-related areas of mutual interest, in order to facilitate trade and investment flows and to prevent and remove obstacles to trade and investment, including where appropriate, ongoing and future regional EC-ASEAN initiatives;

(d) establishing cooperation in other sectors of mutual interest, notably tourism, financial services; taxation and customs; macro-economic policy; industrial policy and SMEs; information society; science and technology; energy; transport and transport safety; education and culture; human rights; environment and natural resources, including marine environment; forestry; agriculture and rural development; cooperation on marine and fisheries; health; food safety; animal health; statistics; personal data protection; cooperation on the modernisation of the state and public administration; and intellectual property rights;

(e) establishing cooperation on migration issues, including legal and illegal migration, smuggling and trafficking in human beings;

(f) establishing cooperation on human rights and legal affairs;

(g) establishing cooperation on countering the proliferation of weapons of mass destruction;

(h) establishing cooperation on combating terrorism and transnational crimes, such as the manufacturing and trafficking of illicit drugs and their precursors and money laundering;

(i) enhance existing and encourage possible participation of both Parties within relevant sub-regional and regional cooperation programmes;

(j) raising the profiles of both Parties in each others' regions;

(k) promoting people-to-people understanding through cooperation of various non-governmental entities such as think-tanks, academics, civil society, and the media, in the form of seminars, conferences, youth interaction and other activities.

## ARTICLE 3

### Countering the Proliferation of Weapons of Mass Destruction

1. The Parties consider that the proliferation of weapons of mass destruction and their means of delivery, both to state and non-state actors, represents one of the most serious threats to international stability and security.

2. The Parties therefore agree to cooperate and to contribute to countering the proliferation of weapons of mass destruction and their means of delivery through full compliance with and national implementation of their existing obligations under multilateral disarmament and non-proliferation treaties/conventions, as well as other multilaterally negotiated agreements and international obligations under the Charter of the United Nations. The Parties agree that this provision constitutes an essential element of this agreement.

3. Pogodbenici se nadalje strnjata, da bosta sodelovali in delovali za krepitve izvajanja mednarodnih instrumentov o razorozjevanju in neširjenju orožij za množično uničevanje, ki veljajo za obe pogodbenici, med drugim z izmenjavo informacij, znanja in izkušenj.

4. Pogodbenici se strnjata tudi, da bosta sodelovali in prispevali k preprečevanju širjenja orožij za množično uničevanje in sredstev za njihovo dostavo z ukrepi za podpis, ratifikacijo ali, kot je ustrezno, za pristop k vsem drugim ustreznim mednarodnim instrumentom in ukrepi za njihovo celovito izvajanje.

5. Pogodbenici se poleg tega strnjata, da bosta sodelovali za vzpostavitev učinkovitega nacionalnega sistema za nadzor izvoza, s pomočjo katerega bosta nadzorovali izvoz in tranzit blaga, povezanega z orožji za množično uničevanje, vključno z nadzorom končne uporabe blaga za orožja za množično uničevanje in tehnologij z dvojno rabo, in del katerega so tudi učinkovite sankcije za kršitve nadzora izvoza.

6. Pogodbenici soglašata, da bodo vzpostavili redni politični dialog, ki bo spremeljal in utrjeval te elemente. Tak dialog lahko poteka na regionalni ravni.

#### ČLEN 4

##### Pravno sodelovanje

1. Pogodbenici bosta sodelovali pri vprašanjih, ki se nahajo na razvoj pravnih sistemov, zakonov in pravnih institucij, vključno z njihovo učinkovitostjo, zlasti z izmenjavo stališč in strokovnega znanja, pa tudi s krepitvijo zmogljivosti. V okviru svojih pooblastil in pristojnosti si bosta pogodbenici prizadevali, da razvijata vzajemno pravno pomoč v kazenskih zadevah in na področju izročitev.

2. Pogodbenici ponovno potrjujeta, da najhujši zločini, ki zadevajo mednarodno skupnost kot celoto, ne smejo ostati nekaznovani in da je treba tistim, ki so jih obtoženi, soditi ter jih, če so spoznani za krive, ustrezno kaznovati.

3. Pogodbenici soglašata, da bosta sodelovali pri izvajaju Predsedniškega odloka o nacionalnem akcijskem načrtu o človekovih pravicah 2004–2009, vključno pri pripravah za ratifikacijo in izvajanje mednarodnih instrumentov o človekovih pravicah, kot sta Konvencija o preprečevanju in kaznovanju zločina genocida ter Rimski statut Mednarodnega kazenskega sodišča.

4. Pogodbenici se strnjata, da bi bil dialog med njima o tej zadevi koristen.

#### ČLEN 5

##### Sodelovanje pri boju proti terorizmu

1. Pogodbenici se ob ponovni potrditvi pomena boja proti terorizmu ter v skladu z veljavnimi mednarodnimi konvencijami, vključno z instrumenti o človekovih pravicah in mednarodnega humanitarnega prava, ter v skladu s svojo zakonodajo in drugimi predpisi in obupoštevanju globalne protiteroristične strategije ZN, ki je vključena v Resolucijo Generalne skupščine ZN št. 60/288 z dne 8. septembra 2006, ter Skupne deklaracije EU-ASEAN o sodelovanju v boju proti terorizmu z dne 28. januarja 2003 strnjata, da bosta sodelovali pri preprečevanju in onemogočanju terorističnih dejjanj.

2. Pogodbenici v okviru izvajanja Resolucije 1373 Varnostnega sveta ZN in drugih ustreznih resolucij ZN, mednarodnih konvencij in instrumentov, ki veljajo za obe pogodbenici, sodelujeta pri boju proti terorizmu, med drugim:

- izmenjavo informacij o terorističnih skupinah in njihovih podpornih mrežah v skladu z mednarodno in nacionalno zakonodajo,

- izmenjavo pogledov o sredstvih in načinu boja proti terorizmu, vključno s tehničnimi področji in usposabljanjem ter z izmenjavo izkušenj pri preprečevanju terorizma,

- s sodelovanjem na področju kazenskega pregona, krepitvijo pravnih okvirov in obravnavo pogojev, ki povzročajo širjenje terorizma,

3. The Parties further agree to cooperate in and take steps towards strengthening the implementation of international instruments on disarmament and non-proliferation of weapons of mass destruction, applicable to both Parties, amongst others through sharing of information, expertise and experience.

4. The Parties agree also to cooperate and to contribute to countering the proliferation of weapons of mass destruction and their means of delivery, by taking action towards signing, ratifying, or acceding to, as appropriate, and fully implement all other relevant international instruments.

5. The Parties furthermore agree to cooperate towards the establishment of effective national export controls, to prevent proliferation, controlling the export as well as transit of Weapons of Mass Destruction (WMD) related goods, including through WMD end-use control on dual use technologies and with effective sanctions for breaches of export controls.

6. The Parties agree to establish a regular political dialogue that will accompany and consolidate these elements. Such dialogue may take place on a regional basis.

#### ARTICLE 4

##### Legal Cooperation

1. The Parties shall cooperate on issues pertaining to the development of their legal systems, laws and legal institutions, including on their effectiveness, in particular by exchanging views and expertise as well as by capacity building. Within their powers and competences, the Parties shall endeavour to develop mutual legal assistance in criminal matters and extradition.

2. The Parties reaffirm that the most serious crimes of concern to the international community as a whole must not go unpunished and that those who are accused of them should be brought to justice and if found guilty should be duly punished.

3. The Parties agree to cooperate on the implementation of the Presidential Decree on the National Plan of Action of Human Rights 2004–2009, including preparations for the ratification and implementation of international human rights instruments, such as the Convention on the Prevention and Punishment of the Crime of Genocide, and the Rome Statute on the International Criminal Court.

4. The Parties agree that a dialogue between them on this matter would be beneficial.

#### ARTICLE 5

##### Cooperation in Combating Terrorism

1. The Parties, reaffirming the importance of the fight against terrorism, and in accordance with applicable international conventions, including human rights instruments and international humanitarian law, as well as with their respective legislation and regulations, and, taking into account the UN Global Counter-Terrorism Strategy, contained in the UNGA Resolution No. 60/288 of 8 September 2006, and the Joint EU-ASEAN Declaration on cooperation to combat terrorism of 28 January 2003, agree to cooperate in the prevention and suppression of terrorist acts.

2. The Parties shall, in the framework of the implementation of Resolution 1373 of the UN Security Council and other relevant UN resolutions, international conventions and instruments applicable to both Parties, cooperate in combating terrorism, through *inter alia*:

- exchange of information on terrorist groups and their support networks in accordance with international and national law;

- exchange of views on means and methods used to counter terrorism, including in technical fields and training, and by exchange of experiences in respect of terrorism prevention;

- cooperation on law enforcement, strengthening of the legal framework and addressing conditions conducive to the spread of terrorism;

– s sodelovanjem pri pospeševanju nadzora in upravljanja meja, okrepljeno izgradnjo zmogljivosti z oblikovanjem mrežnih povezav, programi usposabljanja in izobraževanja, medsebojnimi obiski visokih uradnikov, akademikov, analitikov in operatorjev ter z organizacijo seminarjev in konferenc.

## NASLOV II

### SODELOVANJE V REGIONALNIH IN MEDNARODNIH ORGANIZACIJAH

#### ČLEN 6

Pogodbenici se zavezujeta, da si bosta izmenjevali mnenja in sodelovali v okviru regionalnih in mednarodnih forumov in organizacij, kot so Združeni narodi, dialog ASEAN-EU, regionalni forum ASEAN (ARF), evropsko-azijski vrhi (ASEM), Konferenca Združenih narodov o trgovini in razvoju (UNCTAD) in Svetovna trgovinska organizacija (STO).

## NASLOV III

### DVOSTRANSKO IN REGIONALNO SODELOVANJE

#### ČLEN 7

1. Obe strani se strinjata, da bosta na vsakem področju dialoga in sodelovanja v okviru tega sporazuma in ob ustreznem poudarku na zadevah dvostranskega sodelovanja povezane dejavnosti izvajali na dvostranski ali regionalni ravni ali s kombinacijo obeh okvirov. Pri izbiri ustreznega okvira si bosta pogodbenici prizadevali, da kar najbolje izkoristita učinek in okreipa sodelovanje vseh zainteresiranih strank, hkrati pa bosta zagotavljali najboljšo možno uporabo razpoložljivih sredstev ob upoštevanju politične in institucionalne izvedljivosti ter, kadar je primerno, ob zagotavljanju skladnosti z drugimi dejavnostmi, ki vključujejo Skupnost in partnerje ASEAN.

2. Skupnost in Indonezija se lahko, kot je ustrezeno, odločita, da v skladu s svojimi finančnimi postopki in viri razširita finančno podporo na dejavnosti sodelovanja na področjih, ki jih obravnava sporazum ali ki so povezana z njim. To sodelovanje lahko zlasti vključuje organizacijo programov usposabljanja, delavnic in seminarjev, izmenjavo strokovnjakov, študije in druge dejavnosti, o katerih se sporazumeta pogodbenici.

## NASLOV IV

### SODELOVANJE NA PODROČJU TRGOVINE IN NALOŽB

#### ČLEN 8

##### Splošna načela

1. Pogodbenici z dialogom o dvostranskih in večstranskih trgovinskih ter s trgovino povezanih vprašanjih krepita dvostranske trgovinske odnose in spodbujata večstranski trgovinski sistem.

2. Pogodbenici se zavezujeta, da bosta spodbujali razvoj in razvejanost medsebojne trgovinske menjave na najvišji možni ravni in v vzajemno korist. Zavezujeta se, da bosta z delovanjem v smeri odprave ovir v trgovini izboljšali pogoje za dostop na trg, zlasti s pravočasno odpravo netarifnih ovir in s sprejetjem ukrepov za izboljšanje preglednosti, ob upoštevanju dela, ki ga na tem področju opravljajo mednarodne organizacije.

3. Ob zavedanju, da igra trgovina ključno vlogo pri razvoju in da se je pomoč v obliki preferencialnih trgovinskih shem izkazala za koristno državam v razvoju, si pogodbenici prizadevata okrepliti medsebojna posvetovanja o takšni pomoči ob polni uskljenosti s STO.

4. Pogodbenici se medsebojno obveščata o razvoju trgovinskih in s trgovino povezanih politik, kot so kmetijska politika, politika varnosti živil, politika zdravja živali, potrošniška politika, nevarne kemične snovi in politika ravnjanja z odpadki.

– cooperation on the promotion of border control and management, strengthening capacity building through the establishment of networking, training and education programmes, exchange of visits of high officials, academics, analysts and field operators, and organising seminars and conferences.

## TITLE II

### COOPERATION IN REGIONAL AND INTERNATIONAL ORGANISATIONS

#### ARTICLE 6

The Parties undertake to exchange views and cooperate within the framework of regional and international fora and organisations such as the United Nations, ASEAN-EU dialogue, ASEAN Regional Forum (ARF), the Asia-Europe Meeting (ASEM), the United Nations Conference on Trade and Development (UNCTAD) and the World Trade Organisation (WTO).

## TITLE III

### BILATERAL AND REGIONAL COOPERATION

#### ARTICLE 7

1. For each sector of dialogue and cooperation under this Agreement, and while giving due emphasis to matters under bilateral cooperation, both sides agree to carry out the related activities at bilateral or regional level or through a combination of both frameworks. In choosing the appropriate framework, the Parties will seek to maximise the impact on and reinforce the involvement of all interested parties, while making the best possible use of available resources, taking account of the political and institutional feasibility, and, where appropriate, ensuring coherence with other activities involving the Community and ASEAN partners.

2. The Community and Indonesia may, as appropriate, decide to extend financial support to cooperation activities in the areas covered by the agreement or in relation to it, in accordance with their respective financial procedures and resources. This cooperation may in particular include organisation of training schemes, workshops and seminars, exchanges of experts, studies, and other actions agreed by the Parties.

## TITLE IV

### COOPERATION ON TRADE AND INVESTMENT

#### ARTICLE 8

##### General Principles

1. The Parties shall engage in a dialogue on bilateral and multilateral trade and trade-related issues with a view to strengthening bilateral trade relations and advancing the multilateral trade system.

2. The Parties undertake to promote the development and diversification of their reciprocal commercial exchanges to the highest possible level and to their mutual benefit. They undertake to achieve improved market access conditions by working towards the elimination of barriers to trade, in particular through the timely removal of non-tariff barriers and by taking measures to improve transparency, having regard to the work carried out by international organisations in this field.

3. Recognising that trade plays an indispensable role in development, and that assistance in the form of trade preferences schemes have proven beneficial to developing countries, the Parties endeavour to strengthen their consultation on such assistance in full WTO compliance.

4. The Parties shall keep each other informed concerning the development of trade and trade-related policies such as agricultural policy, food safety policy, animal health policy, consumer policy, hazardous chemical substances, and waste management policy.

5. Pogodbenici spodbujata dialog in sodelovanje za razvoj trgovinskih in naložbenih odnosov, vključno z zagotavljanjem krepitve tehničnih zmogljivosti za reševanje težav na področjih iz členov 9 do 16.

### ČLEN 9

#### Sanitarna in fitosanitarna (SPS) vprašanja

Pogodbenici razpravljata in izmenjujeta informacije o zakonodaji, certificiranju in inšpekcijskih postopkih v okviru Sporazuma STO o sanitarnih in fitosanitarnih zadevah, Mednarodne konvencije o varstvu rastlin, Mednarodnega urada za živalske kužne bolezni (OIE) ter Komisije za Codex Alimentarius.

### ČLEN 10

#### Tehnične ovire v trgovini

Pogodbenici spodbujata uporabo mednarodnih standardov ter sodeljujeta in izmenjujeta informacije o standardih, postopkih ugotavljanja skladnosti ter tehničnih predpisih, zlasti v okviru Sporazuma STO o tehničnih ovirah v trgovini (TBT).

### ČLEN 11

#### Varstvo pravic intelektualne lastnine

Pogodbenici sodeljujeta pri izboljšanju in izvajanjem varstva in uporabe intelektualne lastnine na podlagi uporabe najboljših praks ter izboljšujejo širjenje znanja o tem. Takšno sodelovanje lahko vključuje izmenjavo informacij in izkušenj o vprašanjih, kot so izvajanje, spodbujanje, razširjanje, racionalizacija, upravljanje, usklajevanje, varstvo in učinkovita uporaba pravic intelektualne lastnine, preprečevanje zlorab teh pravic ter boj proti ponarejanju in piratstvu.

### ČLEN 12

#### Olajševanje trgovine

Pogodbenici si izmenjujeta izkušnje ter proučujeta možnosti za poenostavitev uvoznih, izvoznih ter drugih carinskih postopkov, povečanje preglednosti trgovinskih predpisov ter razvoj carinskega sodelovanja, vključno s skupnimi mehanizmi upravne pomoči, prizadevata pa si tudi za usklajevanje stališč in skupnih dejavnosti v okviru mednarodnih pobud. Pogodbenici bosta namenili posebno pozornost večji varnosti mednarodne trgovine, vključno s storitvami prevoza, in zagotavljanju usklajenega pristopa med olajševanjem trgovine ter bojem proti goljufijam in nepravilnostim.

### ČLEN 13

#### Carinsko sodelovanje

Brez poseganja v druge oblike sodelovanja, določene v tem sporazumu, obe pogodbenici izražata svoj interes, da v prihodnosti proučita možnost sklenitve protokola o carinskem sodelovanju, vključno z vzajemno pomočjo, znotraj institucionalnega okvira tega sporazuma.

### ČLEN 14

#### Naložbe

Pogodbenici z razvojem privlačnega in stabilnega okolja za vzajemne naložbe spodbujata naložbene tokove prek stalnega dialoga, namenjenega spodbujanju razumevanja in sodelovanja pri investicijskih vprašanjih, raziskovanju upravnih mehanizmov za olajševanje investicijskih tokov ter spodbujanju stabilnega, preglednega, odprtega in nediskriminacijskega naložbenega režima.

### ČLEN 15

#### Politika konkurence

Pogodbenici spodbujata učinkovito oblikovanje in uporabo pravil konkurence ter razširjanje informacij za krepitev preglednosti in pravne varnosti za podjetja, ki delujejo na njunih trgih.

5. The Parties shall encourage dialogue and cooperation to develop their trade and investment relations, including the provision of technical capacity building to solve problems, in the areas referred to under Articles 9 to 16.

### ARTICLE 9

#### Sanitary and Phytosanitary (SPS) Issues

The Parties shall discuss and exchange information on legislation, certification and inspection procedures, within the framework of the WTO Agreement on Sanitary and Phytosanitary matters (SPS), the International Plant Protection Convention (IPPC), the Office International des Epizooties (OIE) and the CODEX Alimentarius Commission (CAC).

### ARTICLE 10

#### Technical Barriers to Trade (TBT)

The Parties shall promote the use of international standards and co-operate and exchange information on standards, conformity assessment procedures and technical regulations, especially within the framework of the WTO Agreement on Technical Barriers to Trade (TBT).

### ARTICLE 11

#### Intellectual Property Rights Protection

The Parties shall cooperate on improving and enforcing Intellectual Property protection and utilisation based upon best practices, and enhancing the dissemination of the knowledge thereof. Such cooperation may include exchange information and experience on issues such as the practice, promotion, dissemination, streamlining, management, harmonisation, protection and effective application of intellectual property rights, the prevention of abuses of such rights, the fight against counterfeiting and piracy.

### ARTICLE 12

#### Trade Facilitation

The Parties shall share experiences and examine possibilities to simplify import, export and other customs procedures, increase transparency of trade regulations and develop customs cooperation, including mutual administrative assistance mechanisms and also seek convergence of views and joint action in the context of international initiatives. The Parties will pay special attention to increasing the security dimension of international trade, including transport services, and to ensuring a balanced approach between trade facilitation and the fight against fraud and irregularities.

### ARTICLE 13

#### Customs Cooperation

Without prejudice to other forms of cooperation provided for under this Agreement, both Parties state their interest, in considering the possibility, in the future, of the conclusion of a protocol on customs cooperation, including mutual assistance, within the institutional framework laid down in this Agreement.

### ARTICLE 14

#### Investment

The Parties shall encourage a greater flow of investment through the development of an attractive and stable environment for reciprocal investment through a consistent dialogue aimed at enhancing understanding and cooperation on investment issues, exploring administrative mechanisms to facilitate investment flows, and promoting a stable, transparent, open and non-discriminatory investment regime.

### ARTICLE 15

#### Competition Policy

The Parties shall promote the effective establishment and application of competition rules and the dissemination of information in order to foster transparency and legal certainty for enterprises operating in each other's markets.

## ČLEN 16

## Storitve

Pogodbenici vzpostavita stalen dialog, usmerjen zlasti v izmenjavo informacij o njunem zakonodajnem okolju, spodbujanje medsebojnega dostopa do trgov, spodbujanje dostopa do kapitalskih virov in tehnologij ter spodbujanje trgovine in storitev med obema regijama ter na trgih tretjih držav.

## NASLOV V

## SODELOVANJE NA DRUGIH PODROČJIH

## ČLEN 17

## Turizem

1. Pogodbenici lahko sodelujeta za izboljšanje izmenjave informacij in oblikovanja najboljših praks, da se zagotovi uravnotežen in trajnostni razvoj turizma v skladu z Globalnim etičnim kodeksom v turizmu Svetovne turistične organizacije in trajnostnimi načeli, ki so temelj procesa lokalne Agende 21.

2. Pogodbenici lahko razvijeta sodelovanje pri varovanju in kar največjem povečanju potenciala naravne in kulturne dediščine, zmanjševanju negativnih učinkov turizma in povečanju pozitivnega prispevka turistične dejavnosti k trajnostnemu razvoju lokalne skupnosti, med drugim z razvojem ekološkega turizma, upoštevanjem celovitosti in interesov lokalnih skupnosti ter izboljšanim usposabljanjem v turistični industriji.

## ČLEN 18

## Finančne storitve

Pogodbenici soglašata, da si v skladu s svojimi potrebami ter v okviru svojih programov in zakonodaje prizadevata pospeševati sodelovanje na področju finančnih storitev.

## ČLEN 19

## Dialog o gospodarski politiki

1. Pogodbenici soglašata, da bosta sodelovali pri pospeševanju izmenjave informacij in izkušenj o svojih gospodarskih smernicah in politikah, pa tudi pri izmenjavi izkušenj o gospodarskih politikah, vključno v okviru regionalnega gospodarskega sodelovanja in integracije.

2. Pogodbenici si prizadevata poglobiti dialog med svojimi organi o gospodarskih zadevah, ki lahko, kot se pogodbenici dogovorita, vključujejo področja, kot so monetarna politika, fiskalna politika (vključno z davki), javne finance, makroekonomska stabilizacija in zunanjji dolg.

3. Pogodbenici priznavata pomen izboljšanja preglednosti in izmenjave informacij za lažje izvrševanje ukrepov za prečevanje izogibanja davkom ali davčnih utaj, znotraj svojih pravnih okvirov. Strinjata se, da bosta izboljšali sodelovanje na tem področju.

## ČLEN 20

## Industrijska politika ter sodelovanje malih in srednjih podjetij

1. Pogodbenici se ob upoštevanju gospodarskih politik in ciljev strinjata, da bosta pospeševali sodelovanje na vseh področjih industrijske politike, ki jih štejeta za ustrezna, zlasti zato, da bi izboljšali konkurenčnost malih in srednjih podjetij (MSP), med drugim:

– z izmenjavo informacij in izkušenj v zvezi z ustvarjanjem okvirnih pogojev za MSP za izboljšanje njihove konkurenčnosti;

– s pospeševanjem stikov med gospodarskimi subjekti, s spodbujanjem skupnih naložb in z ustanavljanjem skupnih podjetij ter informacijskih mrež, zlasti prek obstoječih horizontalnih programov Skupnosti, pri čemer bosta predvsem spodbujali prenos tehnologije in znanja med partnerji;

## ARTICLE 16

## Services

The Parties shall establish a consistent dialogue notably aimed at exchanging information on their respective regulatory environments, promoting access to each other's markets, promoting access to sources of capital and technology, promoting trade in services between both regions and in third countries' markets.

## TITLE V

## COOPERATION IN OTHER SECTORS

## ARTICLE 17

## Tourism

1. The Parties may cooperate in order to improve the exchange of information and establish best practice so as to ensure balanced and sustainable development of tourism in accordance with the World Tourism Organization's Global Code of Ethics for Tourism and with sustainability principles which form the basis of the local Agenda 21 process.

2. The Parties may develop cooperation on safeguarding and maximising the potential of natural and cultural heritage, mitigating tourism negative impacts, and increasing positive contribution of tourism business to local community sustainable development, *inter alia*, by developing eco-tourism, respecting the integrity and interests of local communities, and improving training in the tourism industry.

## ARTICLE 18

## Financial Services

The Parties agree to foster, according to their needs and within the framework of their respective programmes and legislation, cooperation on financial services.

## ARTICLE 19

## Economic Policy Dialogue

1. The Parties agree to cooperate on promoting the exchange of information and the sharing of experiences on their respective economic trends and policies, as well as the sharing of experiences on economic policies including within the context of regional economic cooperation and integration.

2. The Parties endeavour to deepen the dialogue between their authorities on economic matters which, as agreed by the Parties, may include areas such as monetary policy, fiscal (including tax) policy, public finance, and macroeconomic stabilisation and external debt.

3. The Parties recognise the importance of improving transparency and the exchange of information in order to facilitate the enforcement of measures preventing the avoidance or evasion of taxes, within the context of their respective legal frameworks. They agree to improve cooperation in this area.

## ARTICLE 20

## Industrial Policy and SME Cooperation

1. The Parties, taking into account their respective economic policies and objectives, agree to promote industrial policy cooperation in all fields deemed suitable, with a view to improving the competitiveness of small and medium-sized enterprises (SMEs), *inter alia*, through:

– exchanging information and experiences on creating framework conditions for SMEs to improve their competitiveness;

– promoting contacts between economic operators, encouraging joint investments and establishing joint ventures and information networks notably through existing horizontal Community programmes, stimulating in particular transfers of soft and hard technology between partners;

– z olajševanjem dostopa do virov financiranja in trgov, z zagotavljanjem informacij in s spodbujanjem inovacij, z izmenjavo dobre prakse o dostopu do virov financiranja, zlasti za mikro in mala podjetja;

– s skupnimi raziskovalnimi projektmi na izbranih industrijskih področjih ter sodelovanjem na področjih, kot so standardi in postopki ugotavljanja skladnosti ter tehnični predpisi, kakor se medsebojno dogovorita.

2. Pogodbenici omogočata in podpirata ustrezne dejavnosti, začete v zasebnem sektorju obeh strani.

### ČLEN 21

#### Informacijska družba

Pogodbenici si ob priznavanju, da so informacijske in komunikacijske tehnologije ključni elementi sodobnega življenja in da so bistvenega pomena za gospodarski in družbeni razvoj, prizadovata za sodelovanje, to sodelovanje pa bo med drugim usmerjeno na:

a) omogočanje celovitega dialoga o različnih vidikih informacijske družbe, zlasti v zvezi s politikami in predpisi o elektronskih komunikacijah, vključno z univerzalnimi storitvami, izdajanjem licenc in splošnimi odobritvami, zaščito zasebnosti in osebnih podatkov, ter neodvisnost in učinkovitost regulativnega organa;

b) medsebojno povezljivost in interoperabilnost omrežij in storitev Skupnosti, Indonezije in jugovzhodne Azije;

c) standardizacija in širjenje novih informacijskih in komunikacijskih tehnologij;

d) spodbujanje raziskovalnega sodelovanja med Skupnostjo in Indonezijo na področju informacijskih in komunikacijskih tehnologij;

e) skupne raziskovalne projekte na področju informacijskih in komunikacijskih tehnologij (IKT);

f) varnostna vprašanja/vidike IKT.

### ČLEN 22

#### Znanost in tehnologija

1. Pogodbenici soglašata, da bosta sodelovali v znanosti in tehnologiji na področjih, ki so v skupnem interesu, kot so energetika, prevoz, okolje in naravni viri ter zdravje, pri čemer bosta upoštevali svoje politike.

2. Cilji takšnega sodelovanja so:

a) spodbujanje izmenjave informacij in znanja o znanosti in tehnologiji, zlasti o izvajanju politik in programov;

b) spodbujanje trajnih odnosov med znanstvenimi skupnostmi, raziskovalnimi centri, univerziami in industrijo pogodbenic;

c) spodbujanje usposabljanja človeških virov;

d) spodbujanje drugih oblik medsebojno dogovorjenega sodelovanja.

3. Sodelovanje lahko poteka v obliki skupnih raziskovalnih projektov in izmenjav, srečanj ter usposabljanj znanstvenikov s pomočjo mednarodnih programov mobilnosti, s čimer se zagotavlja največje možno razširjanje rezultatov raziskav.

4. Pri tem sodelovanju pogodbenici dajeta prednost udeležbi svojih visokošolskih ustanov, raziskovalnih centrov in proizvodnih sektorjev, zlasti MSP.

### ČLEN 23

#### Energetika

Pogodbenici si bosta prizadevali za spodbujanje sodelovanja v energetskem sektorju. V ta namen se pogodbenici strinjata, da bosta spodbujali vzajemno koristne stike zaradi:

a) zagotavljanja raznovrstnosti oskrbe z energijo, s čimer se izboljša varnost oskrbe, razvoja novih in obnovljivih oblik energije ter sodelovanja pri vseh stopnjah industrijskih energetskih dejavnosti;

– facilitating access to finance and markets, providing information and stimulating innovation exchanging good practice on access to finance particularly for micro- and small enterprises;

– joint research projects in selected industrial areas and cooperation on standards and conformity assessment procedures and technical regulations, as mutually agreed.

2. The Parties shall facilitate and support the relevant activities established by the private sectors of both sides.

### ARTICLE 21

#### Information Society

The Parties, recognising that information and communication technologies are key elements of modern life and of vital importance to economic and social development, shall endeavour to cooperate, and such cooperation shall, *inter alia*, focus on:

(a) facilitating comprehensive dialogue on the different aspects of the Information Society, in particular electronic communications policies and regulation including universal service, licensing and general authorisations, protection of privacy and personal data, and the independence and efficiency of the regulatory authority;

(b) interconnection and interoperability of Community, Indonesian and Southeast Asian networks and services;

(c) standardisation and dissemination of new information and communications technologies;

(d) promotion of research cooperation between the Community and Indonesia in the area of Information and Communication Technologies;

(e) joint research projects in the area of Information and Communication Technologies (ICT);

(f) security issues/aspects of ICT.

### ARTICLE 22

#### Science and Technology

1. The Parties agree to cooperate in the field of science and technology in areas of mutual interest, such as energy, transport, environment and natural resources and health, taking account of their respective policies.

2. The aims of such cooperation shall be to:

(a) encourage exchanges of information and know-how on science and technology, especially on the implementation of policies and programmes;

(b) promote enduring relations between the Parties' scientific communities, research centres, universities and industry;

(c) promote human resources training;

(d) promote other forms of mutually agreed cooperation.

3. Cooperation may take the form of joint research projects and exchanges, meetings and training of scientists through international mobility schemes, providing for the maximum dissemination of the results of research.

4. In this cooperation, the Parties shall favour the participation of their respective higher education institutions, research centres and productive sectors, in particular SMEs.

### ARTICLE 23

#### Energy

The Parties endeavour to enhance cooperation in the energy sector. To this end, the Parties agree to promote mutually beneficial contacts with a view to:

(a) diversifying energy supplies in order to improve security of supply, developing new and renewable forms of energy, and cooperating on upstream and downstream industrial energy activities;

b) doseganja racionalne porabe energije s prispevki na strani ponudbe in na strani povpraševanja ter krepitve sodelovanja v boju proti podnebnim spremembam, vključno z Mehanizmom čistega razvoja Kjotskega protokola;

c) podpiranja prenosa tehnologij, namenjenih trajnostni proizvodnji in rabi energije;

d) obravnave povezav med cenovno ugodnim dostopom do energije in trajnostnim razvojem.

#### ČLEN 24

##### Promet

1. Pogodbenici si prizadevata sodelovati na vseh ustreznih področjih prometne politike, da bi izboljšali pretok blaga in potnikov, spodbudili varnost, okreplili pomorsko in letalsko varnost in zaščito, razvoj človeških virov, okoljsko zaščito in povečali učinkovitosti svojih prometnih sistemov.

2. Te oblike sodelovanja lahko med drugim vključujejo:

a) izmenjavo informacij o prometnih politikah in praksah pogodbenic, predvsem v zvezi s prometom v mestih, na podeželju, po celinskih vodnih poteh in po morju, vključno z njuno logistiko ter povezljivostjo in interoperabilnostjo večmodalnih prometnih mrež, pa tudi v zvezi z upravljanjem cest, železnic, pristanišč in letališč;

b) morebitno uporabo evropskega globalnega satelitskega navigacijskega sistema (Galileo), s poudarkom na vprašanjih vzajemnega interesa;

c) dialog na področju storitev letalskega prometa, ki je namenjen nadaljnemu razvoju dvostranskih odnosov med pogodbenicama na področjih vzajemnega interesa; vključno s spremembijo določenih elementov obstoječih dvostranskih sporazumov o storitvah zračnega prevoza med Indonezijo in posameznimi državami članicami, da bi te sporazume prilagodili ustreznim zakonom in predpisom pogodbenic ter proučili možnosti za nadaljnji razvoj sodelovanja na področju letalskega prometa;

d) dialog na področju storitev pomorskega prometa, ki je usmerjen v neomejen dostop do mednarodnih pomorskih trgov in trgovine na tržni osnovi, v vzdržnost pri uvajanju klavzul o delitvi tovora, v klavzulo nacionalne obravnave in klavzulo državah z največjimi ugodnostmi za plovila, ki jih upravljajo državljanji ali podjetja druge pogodbenice, ter vprašanja, povezana s prometnimi storitvami od vrat do vrat;

e) izvajanje standardov in predpisov o varstvu, varnosti in preprečevanju onesnaževanja, zlasti pri pomorskem in letalskem prometu, v skladu z ustreznimi mednarodnimi konvencijami.

#### ČLEN 25

##### Izobraževanje in kultura

1. Pogodbenici soglašata, da bosta pospeševali sodelovanje na področju izobraževanja in kulture, ki ustrezeno spoštuje njuno raznovrstnost, da bi okreplili vzajemno razumevanje poznавanje svojih kultur.

2. Pogodbenici si prizadevata sprejeti ustrezne ukrepe za spodbujanje kulturnih izmenjav in izvajanje skupnih pobud na različnih kulturnih področjih, vključno s skupno organizacijo kulturnih dogodkov. Pogodbenici zato soglašata, da bosta še naprej podpirali dejavnosti Azijско-evropske fundacije.

3. Pogodbenici se strinjata, da se bosta posvetovali in sodelovali v ustreznih mednarodnih forumih, kot je UNESCO, in da bosta izmenjevali poglede o kulturni raznolikosti, vključno z razvojem zadev, kot sta ratifikacija in izvajanje Konvencije UNESCO o varovanju in spodbujanju raznolikosti kulturnih izrazov.

(b) achieving rational use of energy with contributions from both supply and demand sides and enhancing cooperation to combat climate change, including through the Clean Development Mechanism of the Kyoto Protocol;

(c) fostering the transfer of technology aimed at sustainable energy production and use;

(d) addressing the links between affordable access to energy and sustainable development.

#### ARTICLE 24

##### Transport

1. The Parties endeavour to cooperate in all relevant areas of transport policy with a view to improving the movement of goods and passengers, promoting safety, maritime and aviation safety and security, human resource development, environmental protection, and increasing the efficiency of their transport systems.

2. The forms of cooperation may include, *inter alia*:

(a) exchanges of information on their respective transport policies and practices, especially regarding urban, rural, inland water and maritime transport, including their logistics and the interconnection and interoperability of multimodal transport networks, as well as the management of road, railways, ports and airports;

(b) possible utilisation of the European global satellite navigation system (Galileo), with a focus on issues of mutual interest;

(c) a dialogue in the field of air transport services, aiming at the further development of bilateral relations between the Parties in areas of mutual interest; including amending certain elements in existing bilateral Air Services Agreements between Indonesia and individual Member States in order to bring these into conformity with the respective laws and regulations of the Parties, and to examine possibilities for further development of cooperation in the field of air transport;

(d) a dialogue in the field of maritime transport services aiming at unrestricted access to the international maritime markets and trades on a commercial basis, abstention from introducing cargo sharing clauses, national treatment and MFN clause for vessels operated by nationals or companies of the other Party and issues related to door-to-door transport services;

(e) the implementation of security, safety and pollution prevention standards and regulations, notably as regards maritime transport and aviation, in line with the relevant International Conventions.

#### ARTICLE 25

##### Education and Culture

1. The Parties agree to promote education and cultural cooperation that duly respects their diversity, in order to enhance mutual understanding and the knowledge of their respective cultures.

2. The Parties endeavour to take appropriate measures to promote cultural exchanges and carry out joint initiatives in various cultural spheres including the joint organisation of cultural events. In this regard, the Parties also agree to continue supporting the activities of the Asia-Europe Foundation.

3. The Parties agree to consult and cooperate in relevant international *fora*, such as the UNESCO, and to exchange views on cultural diversity including developments such as the ratification and the implementation of the UNESCO Convention on the Protection and Promotion of the Diversity of Cultural Expressions.

4. Poleg tega pogodbenici namenjata pozornost ukrepom, namenjenim oblikovanju vezi med njunimi strokovnimi agencijami, da bi spodbudili izmenjavo informacij in publikacij, znanja, študentov, strokovnjakov in tehničnih virov, za spodbujanje IKT v izobraževanju in za izkoriščanje zmogljivosti, ki jih ponujajo programi Skupnosti v jugovzhodni Aziji na področju izobraževanja in kulture, pa tudi izkušenj, ki sta jih pogodbenici pridobili na teh področjih. Pogodbenici tudi soglašata, da bosta spodbujali izvajanje programa Erasmus Mundus.

## ČLEN 26

### Človekove pravice

1. Pogodbenici soglašata, da bosta sodelovali pri spodbujanju in varstvu človekovih pravic.
2. Tako sodelovanje lahko med drugim vključuje:
  - a) podporo in izvajanje indonezijskega Nacionalnega akcijskega načrta o človekovih pravicah;
  - b) spodbujanje in izobraževanje o človekovih pravicah;
  - c) krepitev institucij, povezanih s človekovimi pravicami;
3. Pogodbenici se strinjata, da bi bil dialog med njima o tej zadevi koristen.

## ČLEN 27

### Okolje in naravnvi viri

1. Pogodbenici soglašata o potrebi po trajnostni ohranitvi in upravljanju naravnih virov ter biotske raznolikosti kot osnovi za razvoj sedanjih in prihodnjih generacij.

2. Pri vseh dejavnostih, ki jih pogodbenici izvajata v skladu s tem sporazumom, je treba upoštevati zaključke Svetovnega vrha o trajnostnem razvoju ter izvajanje ustreznih večstranskih okoljskih sporazumov, ki veljajo za obe pogodbenici.

3. Pogodbenici si prizadevata za nadaljevanje sodelovanja v regionalnih programih o varstvu okolja, zlasti v zvezi:

- a) z okoljsko ozaveščenostjo in zmogljivostmi organov pregona;
  - b) z izgradnjo zmogljivosti na področju podnebnih sprememb in energetske učinkovitosti, usmerjene na raziskave in razvoj, spremljanje in analizo podnebnih sprememb in učinkov tople grede ter programe ublaževanja in prilagajanja;
  - c) z izgradnjo zmogljivosti za sodelovanje in izvajanje večstranskih okoljskih sporazumov, vključno z biotsko raznovrstnostjo, biološko varnostjo in Konvencijo o mednarodni trgovini z ogroženimi prosti živečimi živalskimi in rastlinskimi vrstami (CITES);
  - d) s spodbujanjem okoljskih tehnologij, proizvodov in storitev, vključno z izgradnjo zmogljivosti pri sistemih okoljskega upravljanja in okoljskega označevanja;
  - e) s preprečevanjem nezakonitega čezmejnega premeščanja nevarnih snovi, nevarnih odpadkov in drugih vrst odpadkov;
  - f) z nadzorom ohranjanja, onesnaževanja in degradacije obalnega in pomorskega okolja;
  - g) z lokalnim sodelovanjem pri varstvu okolja in trajnostnem razvoju;
  - h) z upravljanjem prsti in zemljišč;
  - i) z izvajanjem ukrepov za preprečevanje čezmejnega onesnaževanja s smogom.
4. Pogodbenici spodbujata obojestranski dostop do svojih programov na tem področju v skladu s posebnimi pogoji takih programov.

## ČLEN 28

### Gozdarstvo

1. Pogodbenici soglašata o potrebi po trajnostni ohranitvi, zaščiti in upravljanju gozdnih virov ter njihove biotske raznolikosti za blagor sedanjih in prihodnjih generacij.

4. The Parties shall furthermore place emphasis on measures designed to create links between their respective specialist agencies, to encourage exchanges of information and publications, know-how, students, experts and technical resources, to promote ICT in education, and taking advantage of the facilities offered by Community programmes in Southeast Asia in the area of education and culture as well as the experience that both Parties have acquired in this area. Both sides also agree to promote the implementation of the Erasmus Mundus programme.

## ARTICLE 26

### Human Rights

1. The Parties agree to cooperate in the promotion and protection of human rights.
2. Such cooperation may include, *inter alia*:
  - (a) supporting the implementation of the Indonesian National Plan of Action of Human Rights;
  - (b) human rights promotion and education;
  - (c) strengthening of human rights-related institutions;
3. The Parties agree that a dialogue between them on this matter would be beneficial.

## ARTICLE 27

### Environment and Natural Resources

1. The Parties agree on the need to conserve and manage in a sustainable manner natural resources and biological diversity as a basis for the development of current and future generations.

2. The outcome of the World Summit on Sustainable Development as well as the implementation of relevant multilateral environmental agreements applicable to both Parties shall be taken into account in all activities undertaken by the Parties under this Agreement.

3. The Parties endeavour to continue their cooperation in the regional programmes on protection of the environment, specifically as regards:

- (a) environmental awareness and law enforcement capacity;
  - (b) capacity building on climate change and energy efficiency focused on research and development, monitoring and analysis of climate change and greenhouse effects, mitigating and adaptation programs;
  - (c) capacity building for participating in and implementing multilateral environmental agreements, including biodiversity, biosafety and CITES;
  - (d) promoting environmental technologies, products and services, including capacity building in environmental management systems and environmental labelling;
  - (e) prevention of illegal transboundary movement of hazardous substances, hazardous wastes and other forms of waste;
  - (f) coastal and marine environment, conservation, pollution, and degradation control;
  - (g) local participation in environmental protection and sustainable development;
  - (h) soils and land management;
  - (i) taking measures to counter transboundary haze pollution.
4. The Parties shall encourage mutual access to their programmes in this field, in accordance with the specific terms of such programmes.

## ARTICLE 28

### Forestry

1. The Parties agree on the need to protect, conserve, and manage in a sustainable manner forest resources and their biological diversity for the benefit of current and future generations.

2. Pogodbenici si bosta prizadevali nadaljevati sodelovanje za izboljšanje upravljanja gozdnih in naravnih požarov, boja proti nezakoniti sečnji in z njo povezane trgovine, upravljanja gozdov in spodbujanje trajnostnega upravljanja gozdov.

3. Pogodbenici razvijata programe sodelovanja, med drugim na področju:

- a) sodelovanja v ustreznih mednarodnih, regionalnih in dvostranskih forumih o spodbujanju oblikovanja pravnih instrumentov za obravnavo nezakonite sečnje in z njo povezane trgovine;
- b) izgradnje zmogljivosti, raziskav in razvoja;
- c) podpore razvoju trajnostnega gozdarstva;
- d) razvoja certificiranja gozdov.

### ČLEN 29

#### Kmetijstvo in razvoj podeželja

Pogodbenici se strinjata glede razvoja sodelovanja na področju kmetijstva in razvoja podeželja. Področja sodelovanja, ki jih je mogoče nadalje razviti, so med drugim:

- a) kmetijska politika ter mednarodni in kmetijski obeti na splošno;
- b) možnosti za odpravo ovir za trgovanje s pridelki, živilo ter rastlinskimi in živalskimi proizvodi;
- c) razvojna politika podeželskih območij;
- d) politika kakovosti pridelkov in živine ter zaščitene geografske označbe;
- e) razvoj trga in spodbujanje mednarodnih trgovinskih odnosov;
- f) razvoj trajnostnega kmetijstva.

### ČLEN 30

#### Pomorstvo in ribištvo

Pogodbenici na dvostranski in večstranski ravni spodbujata sodelovanje na področju pomorstva in ribištva, zlasti za spodbujanje trajnostnega in odgovornega razvoja in upravljanja pomorstva in ribištva. Področja sodelovanja lahko vključujejo:

- a) izmenjavo informacij;
- b) podporo trajnostni in odgovorni dolgoročni pomorski in ribiški politiki, vključno z ohranjevanjem in upravljanjem obalnih in morskih virov;
- c) podporo prizadevanjem za preprečevanje in boj proti nezakonitim, neprijavljenim in nereguliranim ribolovnim praksam ter
- d) razvoj trga in krepitev zmogljivosti.

### ČLEN 31

#### Zdravstvo

1. Pogodbenici soglašata, da bosta v zdravstvenem sektorju sodelovali na področjih vzajemnega interesa z namenom krepitve dejavnosti na področjih raziskav, upravljanja zdravstvenega sistema, prehrane, farmacevtskih proizvodov, preventivne medicine, glavnih nalezljivih bolezni, kot so aviarna in pandemična influenca, HIV/AIDS, SARS, in drugih nenalezljivih bolezni, kot so rak in bolezni srca, prometne poškodbe in druge zdravstvene grožnje, vključno z odvisnostjo od drog.

2. Sodelovanje poteka predvsem v obliki:
- a) izmenjave informacij in izkušenj iz zgoraj naštetih področij;
  - b) programov o epidemiologiji, decentralizaciji, financiranju zdravstva, krepitvi vpliva lokalnih skupnosti in upravljanju zdravstvenih storitev;
  - c) izgradnje zmogljivosti s tehnično pomočjo in razvojem programov poklicnega usposabljanja;
  - d) programov za izboljšanje zdravstvenih storitev in s podporo povezanih dejavnosti, med drugim z zmanjševanjem stopnje umrljivosti dojenčkov in porodnic.

2. The Parties endeavour to continue their cooperation to improve forest and land fire management, combating illegal logging and its associated trade, forest governance, and the promotion of sustainable forest management.

3. The Parties shall develop cooperation programmes, among others on:

- (a) cooperation via the relevant international, regional and bilateral fora on promoting the establishment of legal instruments, dealing with illegal logging and related trade;
- (b) capacity building, research and development;
- (c) Support for the development of a sustainable forest sector;
- (d) the development of forest certification.

### ARTICLE 29

#### Agriculture and Rural Development

The Parties agree to develop cooperation on agriculture and rural development. Areas of cooperation that can be further developed among others are:

- (a) agricultural policy and international and agricultural outlook in general;
- (b) the possibilities for removing barriers to trade in crops, livestock, and their products;
- (c) development policy in rural areas;
- (d) quality policy for crops, and livestock, and Protected Geographical Indications;
- (e) market development and the promotion of international trade relations;
- (f) development of sustainable agriculture.

### ARTICLE 30

#### Marine and Fisheries

The Parties shall encourage marine and fisheries cooperation, at bilateral and multilateral level, particularly in view of promoting sustainable and responsible marine and fisheries development and management. Areas of cooperation may include:

- (a) exchange of information;
- (b) supporting sustainable and responsible long term marine and fisheries policy including conservation and management of coastal and marine resources;
- (c) promoting efforts to prevent and combat illegal, unreported and unregulated fishing practices and
- (d) market development and capacity building.

### ARTICLE 31

#### Health

1. The Parties agree to cooperate in the health sector in areas of mutual interest, with a view to strengthening activities in the fields of research, health system management, nutrition, pharmaceuticals, preventive medicine, major communicable diseases such as Avian and pandemic influenza, HIV/AIDS, SARS, as well as non-communicable diseases such as cancer and cardiac diseases, traffic injuries and other health threats, including drug dependence.

2. Cooperation shall take place mainly through:
- (a) exchange of information and experiences in the above-mentioned areas;
  - (b) programmes on epidemiology, and decentralisation, health financing, community empowerment and administration of health services;
  - (c) capacity building through the technical assistance, development of vocational training programmes;
  - (d) programmes to improve health services, and to support related activities including among others the reduction of infant and maternal mortality rates.

## ČLEN 32

## Statistika

Pogodbenici soglašata, da bosta v skladu z obstoječimi dejavnostmi statističnega sodelovanja med Skupnostjo in ASEAN spodbujali usklajevanje statističnih metod in praks, vključno z zbiranjem in razširjanjem statističnih podatkov, in tako na skupno sprejemljivi osnovi omogočali uporabo podatkov o trgovini z blagom in storitvami, ter bolj splošno o katerem koli drugem področju v okviru tega sporazuma, ki omogoča statistično obdelavo, kot je zbiranje, analiza in razširjanje.

## ČLEN 33

## Varstvo osebnih podatkov

1. Pogodbenici se strinjata, da bosta sodelovali na tem področju s skupnim ciljem izboljšanja stopnje varstva osebnih podatkov ob upoštevanju najboljših mednarodnih praks, kot so navedene v smernicah Združenih narodov za urejanje računalniških osebnih datotek (Resolucija Generalne skupščine ZN št. 45/95 z dne 14. decembra 1990).

2. Sodelovanje pri varstvu osebnih podatkov lahko med drugim vključuje tehnično pomoč v obliki izmenjave informacij ter znanja in izkušenj ob upoštevanju zakonov in predpisov pogodbenic.

## ČLEN 34

## Migracie

1. Pogodbenici ponovno poudarjata pomen skupnih prizadevanj pri upravljanju migracijskih tokov med svojima ozemljema in za namene krepitev sodelovanja, zato bosta začeli obsežen dialog o vseh z migracijami povezanimi vprašanji, vključno z nezakonitimi migracijami, tihotapljenjem in trgovanjem z ljudmi ter tudi o zaščiti tistih, ki potrebujejo mednarodno zaščito. Migracijski vidiki so vključeni v nacionalne strategije za gospodarski in družbeni razvoj obeh pogodbenic. Pogodbenici se strinjata, da bosta pri obravnavi migracijskih vprašanj spoštovati humanitarna načela.

2. Sodelovanje med pogodbenicama bi moralo biti v skladu s posebno oceno potreb, ki se izvede z medsebojnim posvetovanjem med pogodbenicama in v skladu z ustrezno veljavno zakonodajo pogodbenic. Sodelovanje bo med drugim usmerjeno v:

a) obravnavo glavnih vzrokov migracij;

b) razvoj in izvajanje nacionalne zakonodaje in praks v skladu z ustreznimi mednarodnimi zakoni, ki veljajo za obe pogodbenici, ter zlasti, da se zagotovi spoštovanje načela nevračanja;

c) vprašanja vzajemnega interesa na področju vizumov, potnih listin in upravljanja nadzora meje;

d) pravila o sprejemu, pa tudi na pravice in status sprejetih oseb, pošteno obravnavo in vključevanje tujih državljanov, ki v državi bivajo zakonito, izobraževanje in usposabljanje, ukrepe proti rasizmu in ksenofobiji;

e) izgradnjo tehničnih in človeških zmogljivosti;

f) oblikovanje učinkovite in preventivne politike proti nezakonitim migracijam, tihotapljenju in trgovaju z ljudmi, vključno z načini boja proti mrežam tihotapcev in trgovcev ter z načini zaščite žrtev takega trgovanja;

g) humano in dostojanstveno vračanje oseb, ki prebivajo nezakonito, vključno s spodbujanjem njihove prostovoljne vrnitive, ter ponovni sprejem takih oseb v skladu z odstavkom 3.

3. V okviru sodelovanja za preprečevanje in nadzor nezakonitega priseljevanja in brez poseganja v potrebo po zaščiti žrtev trgovanja z ljudmi, se pogodbenici nadalje strinjata, da bosta:

a) ugotovili istovetnost domnevno svojih državljanov in ponovno sprejeli vse svoje državljanje, ki se nezakonito zadržujejo na ozemlju držav članic ali Indonezije, na zahtevo in brez nepotrebnega odlašanja ter nadaljnji formalnosti, potem ko je bilo ugotovljeno njihovo državljanstvo;

## ARTICLE 32

## Statistics

The Parties agree to promote in accordance with existing activities on statistical cooperation between the Community and ASEAN, the harmonisation of statistical methods and practice including the gathering and dissemination of statistics, thus enabling them to use, on a mutually acceptable basis, statistics on trade in goods and services and, more generally, on any other area covered by this Agreement which lends itself to statistical processing, such as collection, analysis and dissemination.

## ARTICLE 33

## Personal Data Protection

1. The Parties agree to engage in this field, with the mutual aim of improving the level of protection of personal data bearing in mind best international practice, such as that contained in the United Nations Guidelines for the Regulation of Computerized Personal Data Files (UN General Assembly Resolution 45/95 of 14 December 1990).

2. Cooperation on protection of personal data may include, *inter alia*, technical assistance in the form of exchange of information and expertise taking into account the laws and regulations of the Parties.

## ARTICLE 34

## Migration

1. The Parties reaffirm the importance of joint efforts in managing migratory flows between their territories and with a view to strengthening cooperation, they shall establish a comprehensive dialogue on all migration-related issues, including illegal migration, smuggling and trafficking in human beings, as well as the protection of those in need of international protection. Migration aspects shall be included in the national strategies for economic and social development of both Parties. Both Parties agree to respect humanitarian principles in addressing migratory issues.

2. Cooperation between the Parties should be according to a specific needs-assessment conducted in mutual consultation between the Parties and be implemented in accordance with the relevant legislation of the Parties in force. The cooperation, *inter alia*, will focus on:

(a) addressing root causes of migration;

(b) development and implementation of national legislation and practices in accordance with relevant international laws applicable to both Parties and, in particular, to ensure the respect of the principle of "non-refoulement";

(c) issues identified as being of mutual interest in the field of visas, travel documents and border control management;

(d) admission rules, as well as the rights and status of persons admitted, fair treatment and integration of lawfully residing non-nationals, education and training, measures against racism and xenophobia;

(e) technical and human capacity building;

(f) the establishment of an effective and preventive policy against illegal migration, smuggling and trafficking in human beings, including ways to combat networks of smugglers and traffickers and protect the victims of such trafficking;

(g) the return, under humane and dignified conditions, of persons residing illegally including the promotion of their voluntary return, and the readmission of such persons in accordance with paragraph 3.

3. Within the framework of the cooperation to prevent and control illegal immigration and without prejudice to the need for protection of victims of human trafficking, the Parties further agree to:

(a) identify their alleged nationals and readmit any of their nationals illegally present on the territory of a Member State or Indonesia, upon request and without undue delay and further formalities once nationality has been established;

b) svojim ponovno sprejetim državljanom zagotovili ustrezone identifikacijske dokumente za take namene.

4. Pogodbenici se strinjata, da bosta na zahtevo s pogajanj sklenili sporazum, ki bo urejal posebne obveznosti pogodbenic glede ponovnega sprejema, vključno z obveznostjo za ponovni sprejem njunih državljanov in državljanov drugih držav. Ta sporazum bi obravnaval tudi vprašanje oseb brez državljanstva.

### ČLEN 35

#### Boj proti organiziranemu kriminalu in korupciji

Pogodbenici soglašata, da bosta sodelovali in prispevali k boju proti organiziranemu gospodarskemu in finančnemu kriminalu in korupciji s popolnim spoštovanjem obstoječih vzajemnih mednarodnih obveznosti na tem področju, vključno z učinkovitim sodelovanjem pri izterjavi materialnih ali finančnih sredstev, ki izvirajo iz korupcijskih dejanj. Ta določba pomeni bistveni element tega sporazuma.

### ČLEN 36

#### Sodelovanje na področju boja proti prepovedanim drogам

1. Pogodbenici v okviru svojih pravnih okvirov sodelujeta z namenom zagotoviti celosten in usklajen pristop z učinkovitim delovanjem in usklajevanjem pristojnih organov, vključno z organi na področjih zdravstva, izobraževanja, organov pregona skupaj s carinskimi službami, sociale, pravosodja in notranjih zadev ter tržnih predpisov, da bi v največji možni meri zmanjšali dobavo, trgovanje in povpraševanje po prepovedanih drogah, pa tudi njihov vpliv na uživalce drog in družbo kot celoto, ter da bi dosegli bolj učinkovito preprečevanje preusmerjanja predhodnih kemičnih sestavin, ki se uporabljajo za nezakonito proizvodnjo mamil in psihotropnih snovi.

2. Pogodbenici se dogovorita o načinih sodelovanja za doseg teh ciljev. Dejanja temelijo na skupno dogovorjenih načelih v skladu z ustreznimi mednarodnimi konvencijami, s političnimi deklaracijami in s posebno deklaracijo o smernicah za zmanjševanje povpraševanja po drogah, ki jo je junija 1998 na posebnem dvajsetem zasedanju o drogah sprejela Generalna skupščina Združenih narodov.

3. Sodelovanje med pogodbenicama lahko vključuje izmenjavo mnenj o zakonodajnih okvirih in najboljših praksah, pa tudi tehnično in upravno pomoč na področjih: preprečevanja in obravnavne zlorabe drog, ki obsega najrazličnejše oblike, vključno z zmanjševanjem škode, povezane z zlorabo drog; informacijskih središč in središč za spremmljanje; usposabljanje osebja; preiskave v zvezi z drogami pravosodnega ter policijskega sodelovanja in preprečevanja preusmerjanja predhodnih kemičnih sestavin, ki se uporabljajo za proizvodnjo prepovednih drog in psihotropnih snovi. Pogodbenici se lahko dogovorita, da se v sodelovanje vključijo tudi druga področja.

4. Pogodbenici lahko sodelujeta pri spodbujanju trajnostnih politik alternativnega razvoja, usmerjenih k čim večjem zmanjšanju pridelave prepovednih drog, zlasti konopljе.

### ČLEN 37

#### Sodelovanje na področju boja proti pranju denarja

1. Pogodbenici se strinjata, da je treba sodelovati na področju preprečevanja uporabe njunih finančnih sistemov za pranje prihodkov iz vsakršnih kriminalnih dejavnosti, kot sta trgovanje s prepovedanimi drogami in korupcija.

2. Pogodbenici se strinjata, da bosta sodelovali na področju tehnične in upravne pomoči, namenjene razvoju in izvajanj predpisov in učinkovitemu delovanju mehanizmov za boj proti pranju denarja in financiranju terorizma, vključno z izterjavo materialnih ali finančnih sredstev, ki izvirajo iz kaznivih dejanj.

(b) provide their readmitted nationals with appropriate identity documents for such purposes.

4. The Parties, upon request, agree to negotiate with a view to conclude an agreement regulating the specific obligations for the Parties on readmission, including an obligation for the readmission of their respective nationals and nationals of other countries. This would also address the issue of stateless persons.

### ARTICLE 35

#### Combating Organised Crime and Corruption

The Parties agree to cooperate and contribute to the fight against organised, economic and financial crime and corruption through full compliance with their existing mutual international obligations in this area including on effective co-operation in the recovery of assets or funds derived from acts of corruption. This provision constitutes an essential element of this Agreement.

### ARTICLE 36

#### Cooperation in Combating Illicit Drugs

1. Within their respective legal frameworks the Parties shall cooperate to ensure a comprehensive and balanced approach through effective action and coordination between the competent authorities including from the health, education, law enforcement including custom services, social, justice and interior sectors, legal market regulations, with the aim of reducing to the greatest extent possible the supply, trafficking and demand of illicit drugs as well as their impact on drug users and society at large and to achieve a more effective prevention of diversion of chemical precursors used for the illicit manufacture of narcotic drugs and psychotropic substances.

2. The Parties shall agree on means of cooperation to attain these objectives. Actions shall be based on commonly agreed principles along the lines of the relevant international conventions, the Political Declaration and the Special Declaration on the guiding principles of drug demand reduction, approved by the Twentieth United Nations General Assembly Special Session on Drugs in June 1998.

3. The cooperation between the Parties may comprise exchanges of views on legislative frameworks and best practices, as well as technical and administrative assistance in the following areas: prevention and treatment of drug abuse, covering a wide range of modalities including reduction of harm related to drug abuse; information and monitoring centres; training of personnel; drug related research; judicial and police cooperation and the prevention of diversion of chemical precursors used for the illicit manufacture of narcotic drugs and psychotropic substances. The Parties may agree to include other areas.

4. The Parties may cooperate to promote sustainable alternative development policies aimed at reducing to the greatest extent possible illicit drugs cultivation, with particular reference to cannabis.

### ARTICLE 37

#### Cooperation in Combating Money Laundering

1. The Parties agree on the need to work towards and to cooperate on preventing the use of their financial systems to launder the proceeds of all criminal activities such as drug trafficking and corruption.

2. Both Parties agree to cooperate on technical and administrative assistance aimed at the development and implementation of regulations and the effective functioning of mechanisms to combat money laundering and financing of terrorism including on recovery of assets or funds derived from the proceeds of crimes.

3. Sodelovanje omogoča izmenjavo ustreznih informacij v okviru zadevnih zakonodaj in sprejetje ustreznih standardov za boj proti pranju denarja in financiranju terorizma, primerljivih s tistimi, ki jih je sprejela Skupnost in ustrejni mednarodni organi, ki delujejo na tem področju, na primer Projektna skupina za finančno ukrepanje (FATF).

#### ČLEN 38

##### Civilna družba

1. Pogodbenici priznavata vlogo in morebiten prispevek organizirane civilne družbe, zlasti akademskih krogov, pri dialogu in procesu sodelovanja v okviru tega sporazuma ter se strinjata, da bosta spodbujali učinkovit dialog z organizirano civilno družbo in njeno učinkovito sodelovanje.

2. V skladu z demokratičnimi načeli ter zakoni in predpisi pogodbenic organizirana civilna družba:

- a) lahko sodeluje pri procesu oblikovanja politik na nacionalni ravni;
- b) je lahko obveščena in sodeluje pri posvetovanjih o strategijah razvoja in sodelovanja ter pri sektorskih politikah, zlasti na področjih, ki jo zadevajo, vključno z vsemi stopnjami razvojnega procesa;
- c) pregledno upravlja vse morebitne finančne vire, ki so ji dodeljeni za podporo njenih dejavnosti;
- d) lahko sodeluje pri izvajanju programov sodelovanja, vključno z izgradnjo zmogljivosti, na področjih, ki jo zadevajo.

#### ČLEN 39

##### Sodelovanje pri modernizaciji državne in javne uprave

Pogodbenici se na podlagi posebne ocene potreb, izvedene z medsebojnim posvetovanjem, strinjata o sodelovanju, namenjenem modernizaciji njunih javnih uprav, med drugim:

- a) z izboljšanjem organizacijske učinkovitosti;
- b) s povečanjem učinkovitosti institucij pri zagotavljanju storitev;
- c) z zagotavljanjem preglednega upravljanja javnih sredstev in odgovornosti;
- d) z izboljšanjem pravnega in institucionalnega okvira;
- e) z izgradnjo zmogljivosti na področju načrtovanja in izvajanja politik (zagotavljanje javnih storitev, sestava proračuna in njegovo izvajanje, boj proti korupciji);
- f) s krepitevijo pravosodnih sistemov;
- g) z izboljšanjem mehanizmov in agencij organov pregonov.

#### ČLEN 40

##### Načini sodelovanja

1. Pogodbenici soglašata, da bosta zagotovili ustreznna sredstva, vključno s finančnimi sredstvi, če to omogočajo njuna sredstva in predpisi, da bi izpolnili cilje sodelovanja iz tega sporazuma.

2. Pogodbenici spodbujata Evropsko investicijsko banko, da nadaljuje svoje delovanje v Indoneziji v skladu s svojimi postopki in finančnimi merili ter v skladu z indonezijskimi zakoni in predpisi.

#### NASLOV VI

##### INSTITUCIONALNI OKVIR

#### ČLEN 41

##### Skupni odbor

1. Pogodbenici se strinjata, da na podlagi tega sporazuma ustavovita Skupni odbor, ki ga sestavljajo predstavniki obeh strani na najvišji možni ravni in ki bo imel naloge:

- a) zagotavljati pravilno delovanje in izvajanje tega sporazuma;

3. The cooperation shall allow exchanges of relevant information within the framework of respective legislations and the adoption of appropriate standards to combat money laundering and financing of terrorism equivalent to those adopted by the Community and relevant international bodies active in this area, such as the Financial Action Task Force on Money Laundering (FATF).

#### ARTICLE 38

##### Civil Society

1. The Parties recognise the role and potential contribution of organised civil society, especially academics, in the dialogue and cooperation process under this agreement and agree to promote effective dialogue with organised civil society and its effective participation.

2. In accordance with democratic principles and the laws and regulations of each Party, organised civil society may:

- (a) participate in the policy-making process at national level;
- (b) be informed of and participate in consultations on development and cooperation strategies and sectoral policies, particularly in areas concerning them, including all stages of the development process;
- (c) manage transparently any financial resources allocated to them in support of their activities;
- (d) participate in the implementation of cooperation programmes, including capacity building, in the areas that concern them.

#### ARTICLE 39

##### Cooperation on the Modernisation of the State and Public Administration

The Parties, based upon specific needs assessment conducted through mutual consultation, agree to cooperate with a view to the modernisation of their public administration, *inter alia*:

- (a) improving organisational efficiency;
- (b) increasing institutions' effectiveness in service delivery;
- (c) ensuring transparent management of public resources and accountability;
- (d) improving the legal and institutional framework;
- (e) building capacities for policy design and implementation (public service delivery, budget composition and execution, anti-corruption);
- (f) reinforcing the judiciary systems;
- (g) improving law enforcement mechanisms and agencies.

#### ARTICLE 40

##### Means of Cooperation

1. The Parties agree to make available the appropriate resources, including financial means, insofar as their respective resources and regulations allow, in order to fulfil the cooperation objectives set out in this Agreement.

2. The Parties shall encourage the European Investment Bank to continue its operations in Indonesia, in accordance with its procedures and financing criteria and Indonesia's laws and regulations.

#### TITLE VI

##### INSTITUTIONAL FRAMEWORK

#### ARTICLE 41

##### Joint Committee

1. The Parties agree to establish under this Agreement a Joint Committee, composed of representatives of both sides at the highest possible level, whose tasks shall be to:

- (a) ensure the proper functioning and implementation of this Agreement;

b) določati prednostne naloge glede na cilje tega sporazuma;

c) reševati razlike, ki bi izhajale iz uporabe ali razlage tega sporazuma;

d) dajati priporočila podpisnicam tega sporazuma o spodbujanju ciljev Sporazuma in, kadar je potrebno, reševati razhajanja pri uporabi ali razlagi tega sporazuma.

2. Skupni odbor se običajno sestane najmanj vsaki dve leti, izmenično v Indoneziji in v Bruslju, na datum, ki bo določen z obojestranskim dogovorom. Po dogovoru med pogodbenicama se lahko sklicejo tudi izredni sestanki Skupnega odbora. Skupnemu odboru izmenično predseduje vsaka od pogodbenic. Dnevni red sestankov Skupnega odbora se določi sporazumno.

3. Skupni odbor lahko ustanovi posebne delovne skupine, ki mu pomagajo pri izvajanju njegovih nalog. Te delovne skupine o svojih dejavnostih podrobno poročajo Skupnemu odboru na vsakem sestanku.

4. Pogodbenici se strinjata, da je naloga Skupnega odbora tudi zagotoviti ustrezno delovanje morebitnih sektorskih sporazumov ali protokolov, ki so bili ali bodo sklenjeni med Skupnostjo in Indonezijo.

5. Skupni odbor za izvajanje tega sporazuma sprejme svoj poslovnik.

## NASLOV VII KONČNE DOLOČBE ČLEN 42

### Evolutivna klavzula

1. Pogodbenici lahko s skupnim dogovorom spremenita, revidirata in razširita ta sporazum, da bi izboljšali raven sodelovanja, vključno z njegovo dopolnitvijo s sporazumi ali protokoli o določenih področjih ali dejavnostih.

2. V okviru izvajanja tega sporazuma lahko vsaka pogodbenica oblikuje predloge za razširitev obsega sodelovanja, pri čemer upošteva izkušnje, pridobljene z izvajanjem Sporazuma.

### ČLEN 43 Drugi sporazumi

1. Brez poseganja v ustrezne določbe Pogodbe o ustanovitvi Evropske skupnosti niti ta sporazum niti ukrepi, sprejeti v skladu z njim, ne vplivajo na pristojnosti držav članic, da izvajajo dvostranske dejavnosti sodelovanja z Indonezijo ali da sklepajo, če je to ustrezno, nove sporazume o partnerstvu in sodelovanju z Indonezijo.

2. Ta sporazum ne vpliva na uporabo ali izvajanje obveznosti, ki jih imata pogodbenici v zvezi s tretjimi pogodbenicami.

### ČLEN 44

#### Mehanizem za reševanje sporov

1. Pogodbenici lahko na Skupni odbor naslovita vsa razhajanja glede uporabe ali razlage tega sporazuma.

2. Skupni odbor bo ta razhajanja obravnaval v skladu s členom 41(1)(c) in (d).

3. Če katera od pogodbenic meni, da druga pogodbenica ni izpolnila katere od svojih obveznosti iz tega sporazuma, lahko ustrezno ukrepa. Preden to storí, predloži Skupnemu odboru, razen v primerih posebne nujnosti, vse ustrezne informacije, potrebne za temeljito proučitev položaja, da bi našli rešitev, sprejemljivo za pogodbenici.

4. Pogodbenici soglašata, da za namene pravilne razlage in praktične uporabe tega sporazuma izraz »primeri posebne nujnosti« v odstavku 3 pomeni primer, ko pride do bistvene kršitve Sporazuma s strani ene od pogodbenic. Bistvena kršitev je:

(b) set priorities in relation to the aims of this Agreement;

(c) resolve differences arising in the application or interpretation of this Agreement;

(d) make recommendations to the Parties signatory to this Agreement for promoting the objectives of this Agreement and, where necessary, for settling any divergence in the application or interpretation of this Agreement.

2. The Joint Committee shall normally meet not less than every two years in Indonesia and Brussels alternately, on a date to be fixed by mutual agreement. Extraordinary meetings of the Joint Committee may also be convened by agreement between the Parties. The Joint Committee shall be chaired alternately by each of the Parties. The agenda for meetings of the Joint Committee shall be determined by agreement between the Parties.

3. The Joint Committee may set up specialised working groups in order to assist it in the performance of its tasks. These working groups shall make detailed reports of their activities to the Joint Committee at each of its meetings.

4. The Parties agree that it shall also be the task of the Joint Committee to ensure the proper functioning of any sectoral agreement or protocol concluded or to be concluded between the Community and Indonesia.

5. The Joint Committee shall adopt its own rules of procedure for the application of this Agreement.

## TITLE VII

### FINAL PROVISIONS

#### ARTICLE 42

##### Future Development Clause

1. The Parties may by mutual consent amend, revise, and expand this Agreement with a view to enhancing the level of cooperation, including through supplementing it by means of agreements or protocols on specific sectors or activities.

2. With regard to the implementation of this Agreement, either of the Parties may put forward suggestions for widening the scope of cooperation, taking into account the experience gained in its application.

#### ARTICLE 43

##### Other Agreements

1. Without prejudice to the relevant provisions of the Treaty establishing the European Community, neither this Agreement nor action taken hereunder shall in any way affect the powers of the Member States to undertake bilateral cooperation on activities with Indonesia or to conclude, where appropriate, new partnership and cooperation agreements with Indonesia.

2. This Agreement shall not affect the application or implementation of commitments undertaken by the respective Parties in relations with third parties.

#### ARTICLE 44

##### Settlement Mechanism

1. Each Party may refer to the Joint Committee any divergence in the application or interpretation of this Agreement.

2. The Joint Committee will deal with the divergence in accordance with Article 41(1)(c) and (d).

3. If either Party considers that the other Party has failed to fulfil any of its obligations under this Agreement it may take appropriate action. Before doing so, except in cases of special urgency, it shall present to the Joint Committee all the relevant information required for a thorough examination of the situation with a view to seeking a solution acceptable to the Parties.

4. The Parties agree that for the purpose of the correct interpretation and practical application of this agreement the term "cases of special urgency" in paragraph 3 means a case of the material breach of the Agreement by one of the Parties. A material breach consists in:

(i) zavračanje izvajanja Sporazuma, ki ni sankcionirano s splošnimi pravili mednarodnega prava, ali

(ii) kršenje bistvenih elementov Sporazuma, kot so opisani v členu 1(1), členu 3(2) in členu 35.

5. Pri izbiri ukrepov je treba dati prednost tistim, ki najmanj motijo izvajanje tega sporazuma. O teh ukrepih se takoj obvesti drugo pogodbenico in se o njih na zahtevo druge pogodbenice posvetuje Skupni odbor.

#### ČLEN 45

##### Objekti in naprave

Za lažje delovanje v okviru tega sporazuma se pogodbenici strinjata, da bosta ustrezno pooblaščenim strokovnjakom in uradnikom, vključenim v izvajanje sodelovanja, v skladu z notranjimi pravili in predpisi pogodbenic zagotovili infrastrukturo, potrebno za izvajanje njihovih nalog.

#### ČLEN 46

##### Ozemlje uporabe

Ta sporazum velja na ozemlju, za katerega velja Pogoba o ustanovitvi Evropske skupnosti pod pogoji, določenimi v Pogodbi, na eni strani in na ozemlju Indonezije na drugi strani.

#### ČLEN 47

##### Opredelitev pogodbenic

Za namene tega sporazuma »pogodbenici« pomeni Skupnost ali njene države članice ali Skupnost in njene države članice v skladu z njihovimi pooblastili na eni strani ter Republiko Indonezijo na drugi strani.

#### ČLEN 48

##### Začetek veljavnosti in trajanje

1. Ta sporazum začne veljati prvi dan naslednjega meseca, ki sledi datumu, ko zadnja pogodbenica uradno obvesti drugo, da so končani pravni postopki, potrebni v ta namen.

2. Sporazum se sklene za obdobje petih let. Veljavnost se samodejno podaljšuje za nadaljnja obdobja enega leta, razen če ena od pogodbenic drugo pogodbenico šest mesecev pred iztekom katerega koli nadaljnjega obdobja enega leta pisno obvesti o svoji nameri, da tega sporazuma ne podaljša.

3. Vse spremembe tega sporazuma se sprejmejo s soglasjem pogodbenic. Vse spremembe začnejo veljati potem, ko druga pogodbenica obvesti prvo, da so končani vsi potrebni uradni postopki.

4. Ta sporazum lahko pogodbenica odpove s pisnim obvestilom o odpovedi, poslanim drugi pogodbenici. Odpoved začne veljati šest mesecev po tem, ko druga pogodbenica prejeme obvestilo.

#### ČLEN 49

##### Uradno obveščanje

Uradno obvestilo se poda generalnemu sekretarju Sveta Evropske unije oziroma ministru za zunanje zadeve Republike Indonezije.

#### ČLEN 50

##### Verodostojnost besedila

Ta sporazum je sestavljen v angleškem, bolgarskem, češkem, danskem, estonskem, finskem, francoskem, grškem, italijanskem, latvijskem, litovskem, madžarskem, malteškem, nemškem, nizozemskem, poljskem, portugalskem, romunskem, slovaškem, slovenskem, španskem, švedskem in indonezijskem jeziku, pri čemer je vsako besedilo enako verodostojno.

(i) repudiation of the agreement not sanctioned by the general rules of international law, or

(ii) violation of an essential element of the Agreement, as described in Articles 1(1), 3(2) and 35.

5. In the selection of actions, priority must be given to those which least disturb the functioning of this Agreement. These actions shall be notified immediately to the other Party and shall be the subject of consultations within the Joint Committee if the other Party so requests.

#### ARTICLE 45

##### Facilities

To facilitate cooperation in the framework of this Agreement, both Parties agree to grant necessary facilities to duly authorised experts and officials involved in implementing cooperation for the performance of their functions, in accordance with internal rules and regulations of both Parties.

#### ARTICLE 46

##### Territorial Application

This Agreement shall apply to the territory in which the Treaty establishing the European Community is applied under the conditions laid down in that Treaty, on the one hand, and to the territory of Indonesia, on the other.

#### ARTICLE 47

##### Definition of the Parties

For the purposes of this Agreement, "the Parties" shall mean the Community or its Member States or the Community and its Member States, in accordance with their respective powers, on the one hand, and the Republic of Indonesia, on the other.

#### ARTICLE 48

##### Entry into Force and Duration

1. This Agreement shall enter into force on the first day of the month following the date on which the last Party has notified the other of the completion of the legal procedures necessary for this purpose.

2. This Agreement is valid for a period of five years. It shall be automatically extended for further successive periods of one year, unless either Party notifies the other Party in writing of its intention not to extend this Agreement six months prior to the end of any subsequent one-year period.

3. Any amendments of this Agreement shall be made by agreement between the Parties. Any amendments shall become effective only after the latter Party has notified the other that all necessary formalities have been completed.

4. This Agreement may be terminated by one Party by written notice of denunciation given to the other Party. The termination shall take effect six months after receipt of notification by the other Party.

#### ARTICLE 49

##### Notification

Notification shall be made to the Secretary-General of the Council of the European Union and the Minister for Foreign Affairs of the Republic of Indonesia, respectively.

#### ARTICLE 50

##### Authentic Text

This Agreement is drawn up in the Bulgarian, Czech, Danish, Dutch, English, Estonian, Finnish, French, German, Greek, Hungarian, Italian, Latvian, Lithuanian, Maltese, Polish, Portuguese, Romanian, Slovene, Spanish, Swedish, Slovak and Indonesian languages, each of these texts being equally authentic.

**SKLEPNA LISTINA**

Pooblaščenci  
**EVROPSKE SKUPNOSTI** (v nadalnjem besedilu: Skupnosti),  
 ter  
**KRALJEVINE BELGIJE,**  
**REPUBLIKE BOLGARIJE,**  
**ČEŠKE REPUBLIKE,**  
**KRALJEVINE DANSKE,**  
**ZVEZNE REPUBLIKE NEMČIJE,**  
**REPUBLIKE ESTONIJE,**  
**IRSKE,**  
**HELENSKE REPUBLIKE,**  
**KRALJEVINE ŠPANIJE,**  
**FRANCOSKE REPUBLIKE,**  
**ITALIJANSKE REPUBLIKE,**  
**REPUBLIKE CIPER,**  
**REPUBLIKE LATVIJE,**  
**REPUBLIKE LITVE,**  
**VELIKEGA VOJVODSTVA LUKSEMBURG,**  
**REPUBLIKE MADŽARSKIE,**  
**MALTE,**  
**KRALJEVINE NIZOZEMSKE,**  
**REPUBLIKE AVSTRIJE,**  
**REPUBLIKE POLJSKE,**  
**PORTUGALSKE REPUBLIKE,**  
**ROMUNIJE,**  
**REPUBLIKE SLOVENIJE,**  
**SLOVAŠKE REPUBLIKE,**  
**REPUBLIKE FINSKE,**  
**KRALJEVINE ŠVEDSKE,**  
**ZDRUŽENEGA KRALJESTVA VELIKE BRITANIJE IN SEVERNE IRSKE,**

pogodbenic Pogodbe o ustanovitvi Evropske skupnosti in Pogodbe o Evropski uniji (v nadalnjem besedilu: držav članic)

na eni strani, ter

**REPUBLIKE INDONEZIJE**

na drugi strani,

ki so se sestali v Džakarti, dne 9. novembra 2009, da bi podpisali Okvirni sporazum o obsežnem partnerstvu in sodelovanju med Evropsko skupnostjo in njenimi državami članicami na eni strani ter Republiko Indonezijo na drugi strani, so sprejeli Okvirni sporazum o obsežnem partnerstvu in sodelovanju.

Pooblaščenci držav članic in pooblaščenec Republike Indonezije se seznanijo z naslednjo enostransko izjavo Evropske skupnosti:

»Določbe Sporazuma, ki spadajo v okvir naslova IV, dela III Pogodbe o ustanovitvi Evropske skupnosti, so zavezujoče za Združeno kraljestvo in Irsko kot ločeni pogodbenici in ne kot del Evropske skupnosti, dokler Združeno kraljestvo ali Irska (glede na posamezen primer) Republike Indonezije ne obvesti o svoji zavezaniosti kot del Evropske skupnosti v skladu s Protokolom o stališču Združenega kraljestva in Irske, priloženem k Pogodbi o Evropski uniji in Pogodbi o ustanovitvi Evropske skupnosti. Enako velja za Dansko v skladu s Protokolom o stališču Danske, ki je priložen k navedenima pogodbama.«

**FINAL ACT**

The Plenipotentiaries of  
**THE EUROPEAN COMMUNITY**, hereinafter referred to as "the Community"  
 And  
**THE KINGDOM OF BELGIUM,**  
**THE REPUBLIC OF BULGARIA,**  
**THE CZECH REPUBLIC,**  
**THE KINGDOM OF DENMARK,**  
**THE FEDERAL REPUBLIC OF GERMANY,**  
**THE REPUBLIC OF ESTONIA,**  
**IRELAND,**  
**THE HELLENIC REPUBLIC,**  
**THE KINGDOM OF SPAIN,**  
**THE FRENCH REPUBLIC,**  
**THE ITALIAN REPUBLIC,**  
**THE REPUBLIC OF CYPRUS,**  
**THE REPUBLIC OF LATVIA,**  
**THE REPUBLIC OF LITHUANIA,**  
**THE GRAND DUCHY OF LUXEMBOURG,**  
**THE REPUBLIC OF HUNGARY,**  
**MALTA,**  
**THE KINGDOM OF THE NETHERLANDS,**  
**THE REPUBLIC OF AUSTRIA,**  
**THE REPUBLIC OF POLAND,**  
**THE PORTUGUESE REPUBLIC,**  
**ROMANIA,**  
**THE REPUBLIC OF SLOVENIA,**  
**THE SLOVAK REPUBLIC,**  
**THE REPUBLIC OF FINLAND,**  
**THE KINGDOM OF SWEDEN,**  
**THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND,**

Contracting Parties to the Treaty establishing the European Community and the Treaty on European Union, hereinafter referred to as "the Member States"

of the one part, and

**THE REPUBLIC OF INDONESIA**

of the other part,

meeting at Jakarta on 9 November 2009 for the signature of the Framework Agreement on Comprehensive Partnership and Cooperation between the European Community and its Member States, of the one part and the Republic of Indonesia, of the other part, have adopted the Framework Agreement on Comprehensive Partnership and Cooperation.

The plenipotentiaries of the Member States and the plenipotentiary of the Republic of Indonesia take note of the following Unilateral Declaration by the European Community:

"The provisions of the Agreement that fall within the scope of Part III, Title IV of the Treaty establishing the European Community bind the United Kingdom and Ireland as separate Contracting Parties, and not as part of the European Community, until the United Kingdom or Ireland (as the case may be) notifies the Republic of Indonesia that it has become bound as part of the European Community in accordance with the Protocol on the position of the United Kingdom and Ireland annexed to the Treaty on European Union and the Treaty establishing the European Community. The same applies to Denmark, in accordance with the Protocol annexed to those Treaties on the position of Denmark."

Съставено в два екземпляра в Джакарта на девети ноември две хиляди и девета година.

Hecho por duplicado en Yakarta el dia nueve de noviembre del año dos mil nueve.

V Jakartě dne devátého listopadu roku dva tisíce devět ve dvou vyhotoveních.

Udfærdiget i Jakarta, den niende november totusinde og ni.

Geschehen zu Jakarta am neunten November zweitausendneun in zwei Urschriften.

Sõlmitud kahes eksemplaris üheksandal novembril kahe tuhande üheksandal aastal Jakartas.

Υπεγράφη στη Τζακάρτα σε δύο αντίτυπα την ενάτη ημέρα του Νοεμβρίου του έτους δύο χιλιάδες εννέα.

Done in duplicate at Jakarta on this ninth day of November in the year two thousand and nine.

Fait en double exemplaire à Djakarta, le neuf novembre de l'année deux mille neuf.

Fatto in duplice copia a Giacarta il nono giorno di novembre dell'anno duemilanove.

Done in duplicate at Jakarta on this ninth day of November in the year two thousand and nine

Priimta dviem egzemploriais Džakartoje, du tūkstančiai devintų metų lapkričio devintą dieną.

Készült két eredeti példányban Jakartában, kétezerkilenc november kilencedikén.

Magħmul f'żewġ originali f'Gjakarta f'dan id-disa' jum ta' Novembru tas-sena elfejn u disgħa

Gedaan in tweevoud te Jakarta op negen november tweeduizend negen.

Sporządzono w dwóch egzemplarzach w Dżakarcie dnia dziewiątego listopada roku dwa tysiące dziewiątego.

Feito em dois exemplares, em Jacarta, aos nove dias do mês de Novembro do ano de dois mil e nove.

Încheiat în două exemplare la Jakarta în data de astăzi, nouă noiembrie două mii nouă.

V Jakarte deviateho novembra dvetisícdevät' v dvoch pôvodných vyhotoveniach.

V Džakarti, dne devetega novembra leta dva tisoč devet, sestavljeno v dveh izvodih.

Tehyt kahtena kappaleena Jakartassa yhdeksäntenä päivänä marraskuuta vuonna kaksituhattayhdeksän.

Utfärdat i två exemplar i Jakarta den nionde november år tjughundranio.

Dibuat dalam rangkap ganda di Jakarta pada tanggal sembilan November tahun dua ribu sembilan.

Voor het Koninkrijk België  
Pour le Royaume de Belgique  
Für das Königreich Belgien

Deze handtekening verbindt eveneens de Vlaamse Gemeenschap, de Franse Gemeenschap, de Duitstalige Gemeenschap, het Vlaams Gewest, het Waalse Gewest en het Brussels Hoofdstedelijk Gewest.

Cette signature engage également la Communauté française, la Communauté flamande, la Communauté germanophone, la Région wallonne, la Région flamande et la Région de Bruxelles-Capitale.

Diese Unterschrift bindet zugleich die Deutschsprachige Gemeinschaft, die Flämische Gemeinschaft, die Französischsprachige Gemeinschaft, die Wallonische Region, die Flämische Region und die Region Brüssel-Hauptstadt.

За Република България

Za Českou republiku

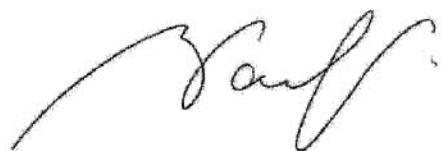
CE/ID/X 3

På Kongeriget Danmarks vegne

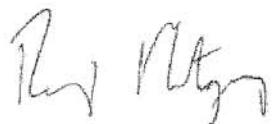


Für die Bundesrepublik Deutschland

Eesti Vabariigi nimel



Thar cheann Na hÉireann  
For Ireland



CE/ID/X 5

Για την Ελληνική Δημοκρατία

Por el Reino de España

Pour la République française

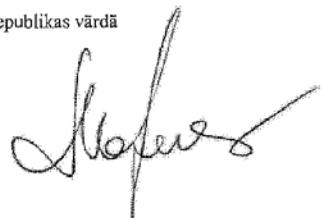
Per la Repubblica italiana

CE/ID/X 7

Για την Κυπριακή Δημοκρατία



Latvijas Republikas vārdā



Lietuvos Respublikos vardu

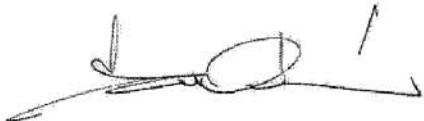


Pour le Grand-Duché de Luxembourg

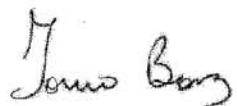


CE/ID/X 9

A Magyar Köztársaság részéről



Għal Malta



Voor het Koninkrijk der Nederlanden



Für die Republik Österreich



CE/ID/X 11

W imieniu Rzeczypospolitej Polskiej

Pela República Portuguesa

Pentru România

Za Republiko Slovenijo

CE/ID/X 13

Za Slovenskú republiku

Tuuri Korhonen

Suomen tasavallan puolesta  
För Republiken Finland

Ulrica Fredriksson

För Konungariket Sverige

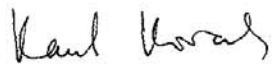
C. M. Smith

For the United Kingdom of Great Britain and Northern Ireland

Dair libeš

CE/ID/X 15

За Европейската общност  
Por la Comunidad Europea  
Za Evropské společenství  
For Det Europæiske Fællesskab  
Für die Europäische Gemeinschaft  
Europa Ühenduse nimel  
Για την Ευρωπαϊκή Κοινότητα  
For the European Community  
Pour la Communauté européenne  
Per la Comunità europea  
Eiropas Kopienas vārdā  
Europos bendrijos vardu  
az Európai Közösség részéről  
Għall-Komunità Europea  
Voor de Europese Gemeenschap  
W imieniu Wspólnoty Europejskiej  
Pela Comunidade Europeia  
Pentru Comunitatea Europeană  
Za Európske spoločenstvo  
za Evropsko skupnost  
Euroopan yhteisön puolesta  
För Europeiska gemenskapen



Untuk Pemerintah Republik Indonesia



CE/ID/X J7

3. člen

Za izvajanje sporazuma skrbi Vlada Republike Slovenije.

4. člen

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

Št. 007-02/10-10/9

Ljubljana, dne 20. decembra 2010

EPA 1445-V

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

**161. Zakon o ratifikaciji Sporazuma o sedežu med Vlado Republike Slovenije in Agencijo za sodelovanje energetskih regulatorjev (MSASER)**

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

**U K A Z****o razglasitvi Zakona o ratifikaciji Sporazuma o sedežu med Vlado Republike Slovenije  
in Agencijo za sodelovanje energetskih regulatorjev (MSASER)**

Razglašam Zakon o ratifikaciji Sporazuma o sedežu med Vlado Republike Slovenije in Agencijo za sodelovanje energetskih regulatorjev (MSASER), ki ga je sprejel Državni zbor Republike Slovenije na seji 20. decembra 2010.

Št. 003-02-11/2010-20

Ljubljana, dne 28. decembra 2010

**dr. Danilo Türk** l.r.  
Predsednik  
Republike Slovenije

**Z A K O N****O RATIFIKACIJI SPORAZUMA O SEDEŽU MED VLADO REPUBLIKE SLOVENIJE  
IN AGENCIJO ZA SODELOVANJE ENERGETSKIH REGULATORJEV (MSASER)****1. člen**

Ratificira se Sporazum o sedežu med Vlado Republike Slovenije in Agencijo za sodelovanje energetskih regulatorjev, podpisani 26. novembra 2010 v Ljubljani.

**2. člen**

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

**S p o r a z u m**  
**o sedežu med**  
**Vlado Republike Slovenije**  
**in Agencijo za sodelovanje energetskih**  
**regulatorjev**

Vlada Republike Slovenije (v nadaljnjem besedilu: vlada) in Agencija za sodelovanje energetskih regulatorjev (v nadaljnjem besedilu: agencija) sta se –

ob upoštevanju Uredbe (ES) št. 713/2009 Evropskega parlamenta in Sveta z dne 13. julija 2009 (UL L 211/1 z dne 14. avgusta 2009) o ustanovitvi Agencije za sodelovanje energetskih regulatorjev (v nadaljnjem besedilu: uredba o ACER),

ob upoštevanju Protokola o privilegijih in imunitetah Evropske unije (v nadaljnjem besedilu: protokol),

ob upoštevanju Kadrovskih predpisov za uradnike in pogojev za zaposlitev drugih uslužbencev Evropskih skupnosti ter pravil, ki so jih skupaj sprejele institucije Unije za uporabo teh kadrovskih predpisov in pogojev za zaposlitev,

ob upoštevanju naslednjega:

1. Sklep predstavnikov vlad držav članic na Evropskem svetu št. 2009/913/EU z dne 7. decembra 2009 (UL L 322/39 z dne 9. decembra 2009) določa, da je sedež Agencije za sodelovanje energetskih regulatorjev v Ljubljani v Sloveniji.

2. Člen 27 uredbe o ACER določa, da se protokol uporablja za agencijo.

3. Člen 28 uredbe o ACER določa, da Kadrovski predpisi za uradnike Evropskih skupnosti in pogoji za zaposlitev drugih uslužbencev Evropskih skupnosti ter pravila, ki so jih skupaj sprejele institucije Unije za uporabo teh kadrovskih predpisov in pogojev za zaposlitev, veljajo za zaposlene v agenciji, tudi za njenega direktorja.

**S e a t A g r e e m e n t****Between**  
**the Government of the Republic of Slovenia**  
**and the Agency for the Cooperation of Energy**  
**Regulators**

The Government of the Republic of Slovenia, hereinafter referred to as "the Government", and the Agency for the Cooperation of Energy Regulators, hereinafter referred to as "the Agency";

Having regard to Regulation (EC) No 713/2009 of the European Parliament and of the Council of 13 July 2009 (OJ 14 August 2009, L 211/1) establishing an Agency for the Cooperation of Energy Regulators, hereinafter referred to as "the ACER Regulation";

Having regard to the Protocol on the Privileges and Immunities of the European Union, hereinafter referred to as "the Protocol";

Having regard to the Staff Regulations of Officials of the European Communities and the Conditions of Employment of Other Servants of the European Communities and the rules adopted jointly by the Union's institutions for the purpose of the application of the Staff Regulations and Conditions of Employment;

Whereas:

1. Decision 2009/913/EU of the Representatives of the Governments of the Member States in the European Council of 7 December 2009 (OJ 9 December 2009, L 322/39) provides that the Agency for the Cooperation of Energy Regulators shall have its Seat in Ljubljana, Slovenia;

2. Article 27 of the ACER Regulation specifies that the Protocol shall apply to the Agency;

3. Article 28 of the ACER Regulation specifies that the Staff Regulations of Officials of the European Communities and the Conditions of Employment of Other Servants of the European Communities and the rules adopted jointly by the Union's institutions for the purpose of the application of those Staff Regulations and Conditions of Employment shall be applicable to the staff of the Agency, including its Director;

4. Za izvajanje nekaterih členov protokola in za dodatne pogoje, ki bodo omogočili začetek delovanja agencije, so potrebne nadaljnje določbe – dogovorili:

#### 1. člen

##### **Opredelitev pojmov**

1. Za namen tega sporazuma in za uporabo protokola med vlado in agencijo se uporabljajo naslednje opredelitve pojmov:

a) vsa sklicevanja na Unijo v protokolu se razumejo kot sklicevanja na agencijo;

b) vsa sklicevanja na uradnike in druge uslužbence Unije v protokolu, Kadrovskih predpisih za uradnike Evropskih skupnosti in pogojih za zaposlitev drugih uslužbencev Evropskih skupnosti ter pravilih, ki so jih skupaj sprejele institucije Unije za uporabo teh kadrovskih predpisov, se razumejo kot sklicevanja na uradnike in druge uslužbence agencije;

c) sklicevanja na Svet in Komisijo v protokolu, z izjemo členov 6, 12, 14 in 15, se razumejo kot sklicevanja na direktorja kot zakonitega zastopnika agencije;

d) osebje agencije so vsi, ki jih agencija zaposli skladno s Kadrovskimi predpisi za uradnike Evropskih skupnosti in pogoji za zaposlitev drugih uslužbencev Evropskih skupnosti, razen lokalnega osebja;

e) napoteni nacionalni strokovnjaki so osebe, ki jih v agencijo napotijo sodelujoče države članice po členu 28(4) uredbe o ACER;

f) visoki uslužbenci so direktor in člani vodstva (vodje enot, ki so direktorju neposredno podrejeni);

g) družinski člani osebja agencije so zakonci, zunajzakonski partnerji, ki živijo v istem gospodinjstvu, če je ta zunajzakonska zveza priznana v državi njihovega državljanstva ali kateri koli državi Evropske unije, otroci do 18. leta ali do 26. leta, če predložijo dokazila o rednem šolanju, in otroci, za katere se roditeljske pravice podaljšajo.

2. Za namen tega sporazuma sedež agencije pomeni zgradbe, objekte in zemljišča, ki jih agencija v Ljubljani uporablja za poslovanje, zlasti poslovne prostore, zgradbe in arhiv.

#### 2. člen

##### **Pravna sposobnost**

Agencija je organ Evropske unije s pravno osebnostjo v skladu s členom 2 uredbe o ACER.

#### 3. člen

##### **Nedotakljivost in imuniteta**

Skladno s členoma 1 in 2 protokola je sedež agencije skupaj s prostori, zgradbami in arhivom nedotakljiv, razen če se agencija v vsakem posamičnem primeru temu izrecno ne odpove.

#### 4. člen

##### **Olajšave pri komuniciranju**

1. Agencija lahko namesti in uporablja svoje informacijsko-komunikacijske sisteme. Ti morajo omogočati ustrezno varovanje in zaupnost osebnih podatkov v skladu z zakonodajo Evropske unije.

4. Further provisions are needed for the implementation of certain Articles of the Protocol and for additional matters to render the Agency fully operational;

Have agreed as follows:

#### **Article 1**

##### **Definitions**

1. For the purposes of this Agreement and the application of the Protocol between the Agency and the Government, the following definitions shall apply:

(a) All references to the Union in the Protocol shall be read as references to the Agency;

(b) All references to the officials and other servants of the Union in the Protocol, Staff Regulations of Officials of the European Communities, Conditions of Employment of Other Servants of the European Communities and the rules adopted jointly by the Union's institutions for the purpose of the application of the Staff Regulations and Conditions of Employment shall be read as references to officials and other servants of the Agency;

(c) With the exceptions of Articles 6, 12, 14, and 15 of the Protocol, references to the Council and the Commission shall be read as references to the Director as legal representative of the Agency;

(d) Staff of the Agency means any person recruited by the Agency in conformity with the Staff Regulations of Officials of the European Communities and the Conditions of Employment of Other Servants of the European Communities, with the exception of local staff;

(e) Seconded national experts shall mean persons seconded to the Agency by the participating Member States according to Article 28(4) of the ACER Regulation;

(f) Senior officials consist of the Director and the first line of management (Heads of unit reporting directly to the Director);

(g) Family members of the staff of the Agency shall mean: the spouse of the person concerned, the cohabiting partner sharing the same household if extramarital union is recognised in the country of which they are nationals or in any country of the European Union; children up to the age of 18; children up to the age of 26 if documents attesting regular schooling are submitted; and children for which the parental right was extended.

2. For the purposes of this Agreement, the Seat of the Agency shall be understood as the buildings, installations and land used by the Agency in Ljubljana for its official business including, in particular, the office premises, buildings, and its archives.

#### **Article 2**

##### **Legal capacity**

The Agency is a body of the European Union and has legal personality in accordance with Article 2 of the ACER Regulation.

#### **Article 3**

##### **Inviolability and immunity**

The Seat of the Agency, including its premises, buildings and archives, shall be inviolable in accordance with Articles 1 and 2 of the Protocol except, insofar as in any particular case, the Agency has expressly waived this inviolability.

#### **Article 4**

##### **Facilitations for communication**

1. The Agency may install and use its own information communication technology systems. These systems should be adequate to ensure the protection and confidentiality of personal data in accordance with European Union law.

2. Za namestitev in uporabo takih sistemov vlada sprejme potrebne ukrepe.

3. Vlada agenciji za komuniciranje podeli enake privilegi, kot jih priznava diplomatskim predstavnštvtvom v Republiki Sloveniji.

#### 5. člen

##### Varnost agencije

1. Za varnost in vzdrževanje reda na svojem sedežu je odgovorna agencija. Prav tako je odgovorna za spoštovanje zakonodaje Unije in veljavne slovenske zakonodaje skladno s protokolom in tem sporazumom.

2. Za izpolnitve obveznosti iz prvega odstavka agencija sprejme vse potrebne ukrepe in izda interni pravilnik, ki so ga dolžni spoštovati osebje agencije in vsi obiskovalci. Neželenim osebam lahko dostop do sedeža onemogoči in jih od tam odstrani v skladu s 6. členom.

3. Nošenje in uporabo strelnega orožja ali druge varnostne opreme na sedežu ureja slovenska zakonodaja.

#### 6. člen

##### Pomoč in sodelovanje v varnostnih zadevah

1. Pristojni slovenski organi si s potrebnostjo pri zadevajo ohraniti mir na sedežu, tako da posameznikom ali skupinam preprečijo nepooblaščen vstop na sedež agencije ali povzročanje nemirov v njegovi neposredni bližini.

2. Agencija in pristojni slovenski organi tesno sodelujejo pri učinkovitem zagotavljanju varnosti na sedežu agencije ter v njegovi neposredni bližini.

3. Osebe, ki so po slovenski zakonodaji pristojne za vzdrževanje javnega reda in miru, lahko na sedež vstopijo le na prošnjo ali z izrecnim pooblastilom agencije, v tem primeru pa jim njeni osebje zagotovi ustrezno pomoč. Ob požaru ali drugih izrednih okoliščinah, ki zahtevajo takojšnje ukrepanje, se šteje, da agencija s tem soglaša.

4. Agencija se pri pripravi internih varnostnih pravil in postopkov posvetuje z ustreznimi slovenskimi organi, da omogoči čim bolj učinkovito izvajanje varnostnih ukrepov.

5. Agencija in slovenski organi se medsebojno obveščajo o vsem, kar je povezano z varnostjo na sedežu agencije. Obveščajo se zlasti o imenih in statusu organov, ki so odgovorni za varnost. Po potrebi lahko v ta namen sklenejo tudi dogovore o usklajevanju.

#### 7. člen

##### Uporaba členov 3 in 4 protokola

1. Agencija je oproščena vseh neposrednih davkov, ki se nanašajo na njene prostore.

2. Agencija je oproščena vseh posrednih davkov na dobrovo blaga in storitev za službene potrebe, razen komunalnih dajatev.

3. Agencija je oproščena vseh dajatev in uvoznih omejitv za vozila za službene potrebe in njihove nadomestne dele, uvožene v Republiko Slovenijo.

4. Oprostitev plačila posrednih davkov se izvede z neposredno oprostitvijo ali povračilom plačanega davka v skladu s postopkom za oprostitev posrednih davkov za službene potrebe mednarodnih organizacij po nacionalni zakonodaji.

2. The Government shall take the necessary measures in order to facilitate the installation and use of such systems.

3. The Government shall concede to the Agency the same privileges of communication as recognised for diplomatic representations in the Republic of Slovenia.

#### Article 5

##### Security of the Agency

1. The Agency shall be responsible for the security and the maintenance of order at its Seat. It shall also be responsible for compliance with the Union law and the applicable Slovenian laws, subject to the Protocol and this Agreement.

2. For the purpose of exercising the responsibility incumbent upon it by virtue of paragraph 1, the Agency shall take all measures it deems necessary and shall issue internal rules which are binding on all staff working at the Agency and all visitors. It may withhold access to its Seat from persons considered undesirable and have them removed in line with Article 6.

3. The carrying and use of firearms or other security equipment at the Seat shall be subject to Slovenian law.

#### Article 6

##### Assistance and cooperation in security matters

1. The competent Slovenian authorities shall exercise due diligence in ensuring that the tranquillity of the Seat is not disturbed by any person or group of persons attempting unauthorised entry into or creating disturbances in the immediate vicinity of the Seat of the Agency.

2. The Agency and the competent Slovenian authorities shall closely cooperate as regards the interrelation of effective security both within the Seat of the Agency and in its immediate vicinity.

3. Persons empowered by Slovenian law to maintain public security and order may enter the Seat only at the request or upon explicit authorisation of the Agency whose staff shall, in such cases, provide them with the assistance required. The Agency shall be presumed to consent to granting access in the event of a fire or other emergency warranting immediate measures of protection.

4. The Agency, in the preparation of its internal security rules and procedures, shall consult with the relevant Slovenian authorities with a view to achieving the most effective exercise of security measures.

5. The Agency and the Slovenian authorities shall notify one another of all matters relating to the security of the Seat of the Agency. They shall, in particular, notify each other of the name and status of any authority responsible for security matters. Where appropriate, they may create formalised co-ordination arrangements for this purpose.

#### Article 7

##### Application of Articles 3 and 4 of the Protocol

1. The Agency shall be exempt from all direct taxes in respect of its premises.

2. The Agency shall be exempt from all indirect taxes on the supply of goods and services provided to the Agency for official use, except if they correspond to charges for public utility services.

3. The Agency shall be exempt from any duties and import restrictions on vehicles (and on spare parts thereof) imported to the Republic of Slovenia and intended for official use of the Agency.

4. The exemption from the payment of indirect taxes shall be applied by way of direct exemption or by way of refund of the tax paid in accordance with the procedure as set out in national legislation on the exemption from indirect taxes for official use of international organisations.

## 8. člen

**Uporaba členov od 11 do 15 in 17 protokola**

1. Poleg privilegijev in imunitet iz členov od 11 do 15 in 17 protokola osebje agencije uživa zlasti privilegije in imunitete iz tega člena.

2. Osebje agencije je oproščeno nacionalnih davkov na plače in druge prejemke, ki jih izplačuje agencija v skladu s členom 12 protokola.

3. Vlada osebju agencije zagotovi imuniteto pred pristojnimi slovenskimi organi za dejanja, storjena med opravljanjem uradnih dolžnosti, vključno z ustnimi ali zapisanimi izjavami, pod pogoji iz člena 11(a) protokola. To imuniteto uživajo tudi po prenehanju funkcije.

4. Med opravljanjem funkcije v agenciji in šest mesecev po tem so osebje agencije in njegovi družinski člani izvezeti iz obvezne pridobitve dovoljenja za prebivanje, če so državljeni držav nečlanici Evropskega gospodarskega prostora, ali potrdila o prijavi prebivališča, če so državljeni držav članici Evropskega gospodarskega prostora.

5. Osebje agencije sme ob nastopu službe v agenciji uvoziti predmete za osebno rabo iz države zadnjega prebivališča ali iz matične države brez carin ali davkov. Oprostitev carin ali davkov se lahko uveljavlja za predmete, ki jih je osebje agencije uporabljalo ali imelo v lasti najmanj šest mesecev pred selitvijo. Predmetov za osebno rabo, uvoženih brez carin ali davkov, ni mogoče odtujiti, odstopiti drugemu uporabniku ali uporabljati za namen, ki se razlikuje od tistega, za katerega so bili oproščeni carin ali davkov, če od dne uvoza še ni preteklo eno leto ali če se ne plača carina ali davek.

6. Osebje agencije, ki je zaposleno na sistemiziranem delovnem mestu v agenciji za najmanj eno leto ter nima slovenskega državljanstva ali stalnega prebivališča v Republiki Sloveniji, je ob nastopu službe v agenciji upravičeno do oproštive plačila davka na dodano vrednost za nakup predmetov za osebno rabo in gospodinjstvo, dražjih od 116 EUR skupaj z davkom na dodano vrednost, in sicer za obdobje enega leta od zaposlitve.

7. Poleg privilegijev in imunitet iz prejšnjih odstavkov tega člena direktor agencije in njegovi družinski člani, ki niso slovenski državljeni ali pred zaposlitvijo direktorja v agenciji niso imeli stalnega prebivališča v Republiki Sloveniji, uživajo privilegije in imunitete, oprostitive in ugodnosti, podeljene vodjem diplomatskih predstavnikištev in njihovim družinskim članom skladno z Dunajsko konvencijo o diplomatskih odnosih z dne 18. aprila 1961. Drugi visoki uslužbenci agencije in njihovi družinski člani, ki niso slovenski državljeni ali pred zaposlitvijo uslužbenca v agenciji niso imeli stalnega prebivališča v Republiki Sloveniji, uživajo privilegije in imunitete, oprostitive in ugodnosti, ki jih vlada podeljuje članom diplomatskih predstavnikištev v Republiki Sloveniji s primerljivim položajem.

8. Slovenski organi storijo vse potrebno, da strokovnjakom in drugim osebam, ki jih agencija povabi k sodelovanju, olajšajo vstop v Republiko Slovenijo, njihovo bivanje in odhod. Če so potrebeni vizumi, dovoljenja za prebivanje ali potrdila o prijavi prebivališča, se vloge obdelajo čim prej, vloge in odločbe so oproščene upravne takse, obrazci pa so na voljo brezplačno.

**Article 8****Application of Articles 11 to 15 and 17 of the Protocol**

1. In accordance with the provisions of Articles 11 to 15 and 17 of the Protocol and in addition to the privileges and immunities granted therein, the staff of the Agency shall, in particular, enjoy the privileges and immunities set out hereunder.

2. The staff of the Agency shall be exempt from national taxes on salaries, wages and emoluments paid by the Agency in accordance with Article 12 of the Protocol.

3. The Government shall guarantee the staff of the Agency immunity from Slovenian jurisdiction as regards acts carried out in their official capacity, including their spoken and written statements, in the conditions provided for in Article 11(a) of the Protocol. The staff shall enjoy immunity even after the termination of their functions.

4. During the discharge of their functions and six months after the termination of their functions at the Agency, the staff of the Agency and their family members shall be exempt from the requirement of obtaining a residence permit if they are citizens of countries that are not members of the European Economic Area, or a document attesting the residence registration if they are citizens of countries that are members of the European Economic Area.

5. The staff of the Agency shall be entitled, at the time of first taking up their post in the Agency, to import personal effects from their last country of residence or from the country of which they are nationals, free of any customs duty or taxes. Exemption from customs duty or tax may be claimed for property that staff of the Agency had used or owned for at least six months prior to relocation. Personal effects imported without any duties paid shall not be subject to alienation, used by others or used for purposes different from those for which the customs duty and tax were originally exempted, unless a period of one year has elapsed from the date of import, or until the customs duty and tax are paid.

6. The staff of the Agency, provided they are appointed to an established post of the Agency for a period of one year or more and that they are not Slovenian nationals or they have not held permanent resident status in the Republic of Slovenia, shall be entitled to VAT exemption for purchasing personal and household effects, whereby the VAT inclusive price of each item exceeds EUR 116, when they first take up their post at the Agency and for a period of one year starting from the date of their appointment by the Agency.

7. Apart from the privileges and immunities under the preceding paragraphs of this Article, the Director of the Agency and his/her family members, provided they are not Slovenian nationals or they have not held permanent resident status in the Republic of Slovenia before the Director being employed by the Agency, shall be granted the privileges and immunities, exemptions and facilities accorded to the heads of diplomatic missions and members of their families in accordance with the Vienna Convention on Diplomatic Relations of 18 April 1961. Other senior officials of the Agency and their family members, provided they are not Slovenian nationals or that they have not held permanent residency status in the Republic of Slovenia before their employment by the Agency, shall be accorded privileges and immunities, facilities and concessions accorded by the Government to members of equivalent rank in the diplomatic missions in the Republic of Slovenia.

8. As to experts or other persons invited by the Agency, the Slovenian authorities shall take every necessary measure to facilitate their entry into, residence in and departure from the Republic of Slovenia. Should visas, residence permits or residence registration certificates be required, applications shall be processed without delay, applications and decisions shall be exempt from fees, and forms shall be provided free of charge.

9. Določbe drugega do petega odstavka tega člena se uporabljajo tudi za napotene nacionalne strokovnjake. Določbe tretjega in devetega odstavka tega člena pa se uporabljajo tudi za člane upravnega odbora, odbora regulatorjev in odbora za pritožbe.

#### 9. člen

##### Namen privilegijev in imunitet

1. Privilegiji in imunitete po tem sporazumu se podeljujejo v interesu agencije in zgorj za zagotavljanje nemotenega delovanja agencije in neodvisnosti upravičencev. Agencija se zato v upravičenih primerih, zlasti v kazenskih postopkih pred sodiščem, odreče imuniteti osebja in napotnih nacionalnih strokovnjakov, kadar po njenem mnenju to ni v nasprotju z interesi Evropske unije.

2. Osebje agencije ne glede na privilegije in imunitete po protokolu in tem sporazumu spoštuje zakone in druge predpise Republike Slovenije.

#### 10. člen

##### Obveščanje o imenovanju

Ko član osebja agencije ali napoten nacionalni strokovnjak nastopi svojo funkcijo ali jo preneha opravljati, agencija o tem uradno obvesti Ministrstvo za zunanje zadeve Republike Slovenije. Agencija Ministrstvu za zunanje zadeve Republike Slovenije vsako leto pošlje seznam z imeni vseh članov osebja in njihovimi naslovi.

#### 11. člen

##### Izkaznice

1. Ministrstvo za zunanje zadeve Republike Slovenije osebju agencije, napotnim nacionalnim strokovnjakom in njihovim družinskim članom na njihovo zaprosilo izda izkaznico.

2. Določbe tega člena se ne uporabljajo za slovenske državljane, zaposlene v agenciji, in tuje državljane, ki stalno bivajo v Republiki Sloveniji ali so v njej bivali na podlagi začasnega dovoljenja za prebivanje ali potrdila o prijavi prebivališča v zadnjih petih letih pred zaposlitvijo v agenciji.

#### 12. člen

##### Socialna varnost

1. Agencija, njen direktor in osebje so oproščeni plačila vseh obveznih prispevkov v sistem socialne varnosti Republike Slovenije, če so vključeni v sistem socialne varnosti v skladu z uredbami in pravilniki, ki se uporabljajo za uradnike in druge uslužbence Evropske unije, ali zanje veljajo pravila Evropske unije o koordinaciji sistemov socialne varnosti ali drugi dvostranski sporazumi o socialnem zavarovanju med Republiko Slovenijo in tretjimi državami.

2. Napotni nacionalni strokovnjaki so oproščeni vseh obveznih prispevkov v sistem socialne varnosti Republike Slovenije, če so vključeni v sistem socialne varnosti svoje matične države članice.

#### 13. člen

##### Šolanje

1. Vlada si prizadeva skupaj z agencijo najti čim boljšo mogočo rešitev za šolanje otrok osebja agencije.

2. Vlada se zlasti zavzema, da bo v skladu s Konvencijo o Statutu Evropskih šol znotraj sistema javnega šolstva Republike Slovenije ustanovila Evropsko šolo.

9. Provisions in paragraphs 2 to 5 hereof shall also apply to seconded national experts. Provisions in paragraphs 3 and 9 hereof shall also apply to members of the Administrative Board, the Board of Regulators and the Board of Appeal.

#### Article 9

##### Purpose of the privileges and immunities

1. The privileges and immunities under this Agreement shall be granted in the interest of the Agency and aimed solely at guaranteeing hindrance-free functioning of the Agency and the independence of the people who benefit from it. The Agency shall therefore waive, in justified cases, including in particular judicial criminal proceedings, the immunity accorded to staff and the seconded national experts wherever it considers that the waiver of such immunity is not contrary to the interests of the European Union.

2. Without prejudice to the privileges and immunities granted in accordance with the Protocol and this Agreement, the staff of the Agency shall abide by the laws and regulations of the Republic of Slovenia.

#### Article 10

##### Notification of appointments

The Agency shall notify the Ministry of Foreign Affairs of the Republic of Slovenia when a member of staff of the Agency or a seconded national expert takes up or relinquishes his/her duties. Each year, the Agency shall send a list of names and addresses of all staff members to the Ministry of Foreign Affairs of the Republic of Slovenia.

#### Article 11

##### Identity cards

1. The Ministry of Foreign Affairs of the Republic of Slovenia shall issue identity cards to the staff of the Agency, seconded national experts and their family members at their request.

2. The provisions hereof shall not apply to Slovenian citizens working at the Agency and to aliens who permanently reside in the Republic of Slovenia or have resided there on the basis of a temporary residence permit or a residence registration certificate for five years prior to taking up their duties at the Agency.

#### Article 12

##### Social security

1. The Agency, its Director and staff shall be exempted from all compulsory contributions to social security schemes in the Republic of Slovenia provided that they have social security coverage according to the Regulations and Rules applicable to officials and other servants of the European Union or are covered by the EU rules on the coordination of social security systems or other bilateral agreements on social insurance concluded between the Republic of Slovenia and third countries.

2. Seconded national experts shall be exempt from all compulsory contributions to social security schemes in the Republic of Slovenia as long as they are covered by the social security schemes of their native Member State.

#### Article 13

##### Schooling

1. The Government shall do its utmost to find, jointly with the Agency, the best possible solution for the schooling of children of the Agency's staff.

2. In particular, the Government undertakes to establish a European School within the public school network in the Republic of Slovenia, in accordance with the Convention defining the Statute of the European Schools and with the programmes of European schools.

3. V prehodnem obdobju od septembra 2011 do ustanovitve Evropske šole v Republiki Sloveniji je za šolanje poskrbljeno v obstoječih mednarodnih šolah v sistemu javnega šolstva ali zunaj njega. Na srednješolski ravni se zagotovi šolanje po programu mednarodne mature v angleškem in francoskem jeziku, če je zanj prijavljenih dovolj dijakov.

#### 14. člen

##### **Mednarodne prometne povezave**

Vlada spremila razmere na področju prometnih povezav z namenom izboljšati letalske povezave Ljubljane z najpomembnejšimi evropskimi letališči, da bi se zagotovile čim bolj ugodne prometne povezave za osebje agencije in udeležence njenih sestankov.

#### 15. člen

##### **Podpora države gostiteljice**

1. Vlada zagotovi celovito institucionalno podporo za delo agencije.

2. Da bi agenciji dali na voljo dovolj časa za izbiro primerih prostorov, ji vlada za obdobje dveh let od začetka poslovanja v Ljubljani zagotovi začasne prostore, ki so po mnenju agencije primerni za njeno osebje in arhiv. V tem času najemno začasnih prostorov s stroški vred krije vlada. Začasni prostori so agenciji na voljo od 1. februarja 2011 do 31. januarja 2013. Vlada agencijo uradno obvesti o podpisu najemne pogodbe ter pogojih in obveznostih, ki iz nje izhajajo.

3. Vlada agenciji pomaga pri iskanju primernih stalnih poslovnih prostorov v Ljubljani. Če se agencija kdaj odloči zamenjati prostore, ji vlada spet pomaga poiskati nove primerne poslovne prostore. Vlada je agenciji pri pogajanjih z morebitnim najemodajalcem v pomoč z ustreznimi informacijami o nepremičinskem trgu v Ljubljani. Če bi se med obdobjem najema ali zakupa pojavile resne težave, si bo vlada prizadevala agenciji biti v čim večjo pomoč v sodnih postopkih s strokovnim znanjem in podporo.

4. Na prošnjo agencije vlada nadzira gradnjo in potrebne funkcionalne prilagoditve, da bodo prostori v Ljubljani primerni za poslovanje skladno z zahtevami agencije pred podpisom najemne pogodbe. Take prilagoditve zajemajo zlasti gradnjo pregradnih sten in gradbena dela za namestitev informacijsko-komunikacijske tehnologije v prostorih ter namestitev primerne varnostne opreme.

5. Vlada v imenu in za račun agencije izvede morebitne potrebne lokalne postopke naročanja za nakup pisarniške opreme, zlasti komunikacijske in informacijske opreme, in pisarniškega pohištva ter za sklenitev morebitnih pogodb z zunanjim pomožnim ali varnostnim osebjem na podlagi predloženih tehničnih zahtev, specifikacij in načrtov ter odobritve in izjave agencije o kritju stroškov. Če se to javno naročilo ne more pravočasno izvesti pred 3. marcem 2011, vlada pomaga agenciji tako, da ji začasno zagotovi manjkajoče pisarniško pohištvo ali varnostne in druge storitve po medsebojno dogovorjeni ceni.

3. In the transitional period between September 2011 and the establishment of a European School in the Republic of Slovenia, schooling shall be provided by the existing international schools, either within or outside the public school network. At the level of secondary education, schooling shall be provided according to the International Baccalaureate Programme in English and French, provided that there is sufficient number of students.

#### Article 14

##### **International transport connections**

The Government shall follow the situation concerning transport connections with a view to improving air connections between Ljubljana and the main European airports to ensure the most favourable transport connections to the staff of the Agency and to participants of meetings organised by the Agency.

#### Article 15

##### **Support of the host country**

1. The Government shall provide full institutional support for the work of the Agency.

2. In order to allow the Agency sufficient time to select appropriate permanent premises for a period of two years since the Agency starts operating in Ljubljana, the Government shall make available to the Agency temporary premises which, in the sole discretion of the Agency, are adequate for hosting the Agency's staff and archives. During this period, rental costs related to the temporary premises, including all service charges, shall be borne by the Government. The temporary premises shall be made available for the Agency's use from 1 February 2011 to 31 January 2013. The Government shall notify the Agency of the signed rental contract, as well as of the conditions and obligations arising therefrom.

3. The Government shall support the Agency in its endeavours to find appropriate permanent office premises in Ljubljana. Should the Agency decide to leave the selected premises at a later stage, the Government shall again assist the Agency in finding new appropriate office premises. The Government shall assist the Agency in negotiations with a potential landlord by providing the required knowledge of the local real estate market in Ljubljana. Should serious problems arise during the term of rental/lease, the Government shall do its best to support the Agency by providing expertise and assistance during litigation.

4. At the request of the Agency, the Government shall supervise the construction and functional adjustments required to make the premises in Ljubljana operational according to the requirements submitted by the Agency prior to signing the rental contract. Such adjustments include, in particular, the construction of inner walls and construction works for equipping the offices with information communication equipment (IT and ICT) as well as the installation of adequate security equipment.

5. On behalf and for the account of the Agency, the Government shall carry out any required local procurement procedures for the purchase of office equipment including, in particular, the communication infrastructure (IT and ICT equipment), office furniture and potential contracts with external service and/or security personnel on the basis of technical requirements, specifications and plans provided by the Agency, and on a submitted authorisation and statement by the Agency that it shall provide the funds. If this procurement cannot be finalised in time before 3 March 2011, the Government shall assist the Agency by temporarily providing any missing office furniture or security and other services at mutually agreed prices.

## 16. člen

**Izvajanje sporazuma**

Na predlog vlade ali agencije se njuni predstavniki enkrat na leto ali po potrebi sestanejo in ocenijo izvajanje sporazuma.

## 17. člen

**Reševanje sporov**

Spori med vlado in agencijo, povezani z izvajanjem sporazuma, se rešujejo prijateljsko z neposrednimi pogajanji. Če na tak način spora ni mogoče rešiti, se ta na zahtevo agencije ali vlade predloži Sodišču Evropske unije, potem ko se o tej nameri druga pogodbenica obvesti dva meseca vnaprej.

## 18. člen

**Spremembe sporazuma**

Vlada in agencija se lahko dogovorita o morebitnih spremembah sporazuma. Spremembe začnejo veljati skladno s prvim odstavkom 19. člena tega sporazuma.

## 19. člen

**Končne določbe**

1. Sporazum začne veljati na dan prejema zadnjega od obeh uradnih obvestil, s katerima se vlada in agencija obvestita o dokončanju postopkov, potrebnih za začetek njegove veljavnosti.

2. Vlada in agencija lahko sporazum kadar koli odpovesta, tako da o tem štiriindvajset mesecev vnaprej pisno obvestita drugo pogodbenico.

Sestavljen v Ljubljani 26. novembra 2010 v dveh izvirnikih v slovenskem in angleškem jeziku, pri čemer sta obe besedili enako verodostojni.

Za Vlado  
Republike Slovenije  
**Samuel Žbogar** l.r.

Za Agencijo za sodelovanje  
energetskih regulatorjev  
**Alberto Pototschnig** l.r.

For the Government of the  
Republic of Slovenia  
**Samuel Žbogar** (s)

For the Agency  
for the Cooperation  
of Energy Regulators  
**Alberto Pototschnig** (s)

## 3. člen

Za izvajanje sporazuma skrbi Vlada Republike Slovenije.

## 4. člen

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

Št. 320-01/10-25/11  
Ljubljana, dne 20. decembra 2010  
EPA 1141-V

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

**162. Uredba o ratifikaciji Sporazuma o uvajanju svetovnih tehničnih predpisov za cestna vozila, opremo in dele, ki se lahko vgradijo in/ali uporabljajo v/na cestnih vozilih**

Na podlagi petega odstavka 75. člena Zakona o zunanjih zadevah (Uradni list RS, št. 113/03 – uradno prečiščeno besedilo, 20/06 – ZNOMCMO, 76/08 in 108/09) izdaja Vlada Republike Slovenije

**U R E D B O**

**O RATIFIKACIJI SPORAZUMA O UVAJANJU SVETOVNICH TEHNIČNIH PREDPISOV  
ZA CESTNA VOZILA, OPREMO IN DELE,  
KI SE LAJKO VGRADIMO IN/ALI UPORABLJAJO V/NA CESTNIH VOZILIH**

**1. člen**

Ratificira se Sporazum o uvajanju svetovnih tehničnih predpisov za cestna vozila, opremo in dele, ki se lahko vgradijo in/ali uporabljajo v/na cestnih vozilih, podpisani 25. junija 1998 v Ženevi.

**2. člen**

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

**A G R E E M E N T**

**CONCERNING THE ESTABLISHING OF GLOBAL  
TECHNICAL REGULATIONS FOR WHEELED  
VEHICLES, EQUIPMENT AND PARTS WHICH  
CAN BE FITTED AND/OR BE USED  
ON WHEELED VEHICLES**

**PREAMBLE**

**THE CONTRACTING PARTIES,**

HAVING DECIDED to adopt an Agreement to establish a process for promoting the development of global technical regulations ensuring high levels of safety, environmental protection, energy efficiency and anti-theft performance of Wheeled Vehicles, Equipment and Parts which can be fitted and/or be used on Wheeled Vehicles;

HAVING DECIDED that such process shall also promote the harmonization of existing technical regulations, recognizing the right of subnational, national and regional authorities to adopt and maintain technical regulations in the areas of health, safety, environmental protection, energy efficiency and anti-theft performance that are more stringent than those established at the global level;

HAVING AUTHORIZATION to enter into such an Agreement under paragraph 1(a) of the Terms of Reference of the UN/ECE and Chapter XIII of the Rules of Procedure of the UN/ECE, Rule 50;

RECOGNIZING that this Agreement does not prejudice the rights and obligations of a Contracting Party under existing international agreements on health, safety and environmental protection;

RECOGNIZING that this Agreement does not prejudice the rights and obligations of a Contracting Party under the agreements under the World Trade Organization (WTO), including the Agreement on Technical Barriers to Trade (TBT), and intending to establish global technical regulations under this agreement, as a basis for their technical regulations in a manner consistent with these agreements;

INTENDING that Contracting Parties to this Agreement use the global technical regulations established under this Agreement as a basis for their technical regulations;

RECOGNIZING the importance to public health, safety and welfare of continuously improving and seeking high levels of safety, environmental protection, energy efficiency and anti-theft performance of wheeled vehicles, equipment and parts which can be fitted and/or be used on wheeled vehicles, and the potential value to international trade, consumer choice and product affordability of increasing convergences in existing and future technical regulations and their related standards;

**S P O R A Z U M**

**O UVAJANJU SVETOVNICH TEHNIČNIH  
PREDPISOV ZA CESTNA VOZILA, OPREMO  
IN DELE, KI SE LAJKO VGRADIMO IN/ALI  
UPORABLJAJO V/NA CESTNIH VOZILIH**

**PREAMBULA**

**POGODBENICE SPORAZUMA,**

ODLOČENE sprejeti sporazum o uvajanju postopka za pospeševanje priprave svetovnih tehničnih predpisov, ki zagotavljajo visoko stopnjo varnosti, varovanja okolja, varčevanja z energijo in zavarovanja pred nedovoljeno uporabo cestnih vozil, opreme in delov, ki se lahko vgradijo in/ali uporabljajo v/na cestnih vozilih;

ODLOČENE s tem postopkom pospešiti uskladitev obstoječih tehničnih predpisov ob upoštevanju pravice pokrajinskih, državnih in regionalnih organov do sprejemanja in ohranjanja tehničnih predpisov na področju zdravstva, varnosti, varovanja okolja, varčevanja z energijo in zavarovanja pred nedovoljeno uporabo, ki so zahtevnejši od tistih, oblikovanih na svetovni ravni;

POOBLAŠČENE za sklenitev takšnega sporazuma na podlagi prvega (a) odstavka poslovnika Gospodarske komisije Združenih narodov za Evropo (UN/ECE) in 50. pravila 13. počitnice pravil UN/ECE;

OB SPOZNANJU, da ta sporazum ne vpliva na pravice in obveznosti katere koli pogodbenice po veljavnih mednarodnih sporazumih o zdravstvu, varnosti in varovanju okolja;

OB SPOZNANJU, da ta sporazum ne vpliva na pravice in obveznosti pogodbenice po sporazumih v okviru Svetovne trgovinske organizacije (STO), vključno s sporazumom o tehničnih ovirah v trgovini, in z namenom, da so svetovni tehnični predpisi po tem sporazumu podlaga za njihove tehnične predpise skladno s temi sporazumi;

Z NAMENOM, da pogodbenice uporabljajo svetovne tehnične predpise, oblikovane na podlagi tega sporazuma, kot podlago za svoje tehnične predpise;

OB SPOZNANJU pomembnosti nenehnega izboljševanja in iskanja visoke stopnje varnosti, varovanja okolja, varčevanja z energijo in zavarovanja pred nedovoljeno uporabo cestnih vozil, opreme in delov, ki se lahko vgradijo in/ali uporabljajo v/na cestnih vozilih, za zdravje, varnost in blaginjo ljudi ter morebitne koristi vedno večjega zblizjevanja veljavnih in prihodnjih tehničnih predpisov in standardov, ki so z njimi povezani, za mednarodno trgovino, izbiro potrošnikov in razpoložljivost proizvoda;

RECOGNIZING that governments have the right to seek and implement improvements in the level of health, safety and environmental protection, and to determine whether the global technical regulations established under this Agreement are suitable for their needs;

RECOGNIZING the important harmonization work already carried out under the 1958 Agreement;

RECOGNIZING the interest and expertise in different geographic regions regarding safety, environmental, energy and anti-theft problems and methods of solving those problems, and the value of that interest and expertise in developing global technical regulations to aid in achieving those improvements and in minimizing divergences;

DESIRING to promote the adoption of established global technical regulations in developing countries, taking into account the special issues and circumstances for those countries, and in particular the least developed of them;

DESIRING that the technical regulations applied by the Contracting Parties be given due consideration through transparent procedures in developing global technical regulations, and that such consideration include comparative analyses of benefits and cost effectiveness;

RECOGNIZING that establishing global technical regulations providing high levels of protection will encourage individual countries to conclude that those Regulations will provide the protection and performance needed within their jurisdiction;

RECOGNIZING the impact of the quality of vehicle fuels on the performance of vehicle environmental controls, human health, and fuel efficiency; and

RECOGNIZING that the use of transparent procedures is of particular importance in developing global technical regulations under this Agreement and that this development process must be compatible with the regulatory development processes of the Contracting Parties to this Agreement;

HAVE AGREED as follows:

## ARTICLE 1 PURPOSE

1.1. The purpose of this Agreement is:

1.1.1. To establish a global process by which Contracting Parties from all regions of the world can jointly develop global technical regulations regarding the safety, environmental protection, energy efficiency, and anti-theft performance of wheeled vehicles, equipment and parts which can be fitted and/or be used on wheeled vehicles;

1.1.2. To ensure that, in developing global technical regulations, due and objective consideration is given to the existing technical regulations of Contracting Parties, and to the UN/ECE Regulations;

1.1.3. To ensure that objective consideration is given to the analysis of best available technology, relative benefits and cost effectiveness as appropriate in developing global technical regulations;

1.1.4. To ensure that the procedures used in developing global technical regulations are transparent;

1.1.5. To achieve high levels of safety, environmental protection, energy efficiency, and anti-theft performance within the global community, and to ensure that actions under this Agreement do not promote, or result in, a lowering of these levels within the jurisdiction of Contracting Parties, including the subnational level;

1.1.6. To reduce technical barriers to international trade through harmonizing existing technical regulations of Contracting Parties, and UN/ECE Regulations, and developing new global technical regulations governing safety, environmental protection, energy efficiency and anti-theft performance of wheeled vehicles, equipment and parts which can be fitted and/or be used on wheeled vehicles, consistent with the achievement of high levels of safety and environment protection and the other above-stated purposes; and

OB SPOZNANJU, da imajo vlade pravico iskati in uresničevati izboljšave ravnih zdravstva, varnosti in varovanja okolja ter odločati, ali svetovni tehnični predpisi, oblikovani po tem sporazumu, ustrezajo njihovim potrebam;

OB SPOZNANJU pomembnega usklajevalnega dela, ki je že opravljeno na podlagi sporazuma iz leta 1958;

OB SPOZNANJU interesa ter strokovnega znanja in izkušenj na različnih geografskih območjih glede varnosti, okolja, energije in zavarovanja pred nedovoljeno uporabo in načinov reševanja teh problemov ter koristi tega interesa in strokovnih znanj in izkušenj pri pripravljanju svetovnih tehničnih predpisov kot pomoči pri doseganju izboljšav in zmanjševanju razlik na najmanjšo mero;

V ŽELJI spodbuditi sprejem svetovnih tehničnih predpisov v državah v razvoju, ob upoštevanju posebnih problemov in okoliščin za te države, zlasti za najmanj razvite;

V ŽELJI upoštevati tehnične predpise, ki jih pogodbenice uporabljajo, v preglednih postopkih pri pripravi svetovnih tehničnih predpisov, ob vključevanju primerjalne analize koristi in stroškovne učinkovitosti;

OB SPOZNANJU, da bo uvajanje svetovnih tehničnih predpisov, ki zagotavljajo visoko stopnjo zaščite, spodbudilo posamezne države k prepričanju, da bodo ti predpisi zagotovili varstvo in uspešnost, ki ju potrebujejo v okviru svoje jurisdikcije;

OB SPOZNANJU vpliva kakovost goriva na uspešnost varovanja okolja, na zdravje ljudi in na učinkovitost porabe goriva in

OB SPOZNANJU, da je uporaba preglednih postopkov izjemno pomembna pri pripravi svetovnih tehničnih predpisov na podlagi tega sporazuma in da mora biti ta postopek priprave združljiv s postopki za pripravo predpisov pri pogodbenicah tega sporazuma;

SO SE SPORAZUMELE:

## 1. člen NAMEN

1.1 Namen tega sporazuma je:

1.1.1 vzpostaviti svetovni proces, s katerim lahko pogodbenice z vseh območij sveta skupaj pripravljajo svetovne tehnične predpise glede varnosti, varovanja okolja, varčevanja z energijo in zavarovanja proti nedovoljeni uporabi cestnih vozil, opreme in delov, ki jih lahko vgradimo in/ali uporabljamo v/na cestnih vozilih;

1.1.2 zagotoviti, da so pri pripravi svetovnih tehničnih predpisov primerno in objektivno upoštevani veljavni tehnični predpisi pogodbenic in pravilniki ECE;

1.1.3 zagotoviti, da se nepristransko obravnavajo analiza najboljše tehnologije, ki je na voljo, relativne koristi in stroškovne učinkovitosti, ki so primerne za pripravo svetovnih tehničnih predpisov;

1.1.4 zagotoviti, da so postopki, uporabljeni pri pripravi svetovnih tehničnih predpisov, pregledni;

1.1.5 doseči visoko stopnjo varnosti, varovanja okolja, varčevanja z energijo in zavarovanja proti nedovoljeni uporabi v okviru svetovne skupnosti ter zagotoviti, da ukrepi na podlagi tega sporazuma ne spodbujajo ali znižujejo teh stopenj v okviru jurisdikcije pogodbenic, vključno s pokrajinsko ravnjo;

1.1.6 zmanjšati tehnične ovire v mednarodni trgovini z usklajevanjem veljavnih tehničnih predpisov pogodbenic in pravilnikov ECE ter s pripravljanjem novih svetovnih tehničnih predpisov o varnosti, varovanju okolja, varčevanju z energijo in zavarovanju proti nedovoljeni uporabi cestnih vozil, opreme in delov, ki jih lahko vgradimo in/ali uporabljamo v/na cestnih vozilih, skladno z doseganjem visoke stopnje varnosti in varovanja okolja ter drugih omenjenih ciljev; in

1.1.7. To ensure that, where alternative levels of stringency are needed to facilitate the regulatory activities of certain countries, in particular developing countries, such needs are taken into consideration in developing and establishing global technical regulations.

1.2. This Agreement is to operate in parallel with the 1958 Agreement, without affecting the institutional autonomy of either Agreement.

## ARTICLE 2

### CONTRACTING PARTIES AND CONSULTATIVE STATUS

2.1. Countries that are members of the Economic Commission for Europe (UN/ECE), regional economic integration organizations that are set up by ECE member countries and countries that are admitted to the ECE in a consultative capacity in accordance with paragraph 8 of the ECE's Terms of Reference, may become Contracting Parties to this Agreement.

2.2. Countries that are members of the United Nations and that participate in certain activities of the ECE in accordance with paragraph 11 of the ECE's Terms of Reference, and regional economic integration organizations set up by such countries, may become Contracting Parties to this Agreement.

2.3. Any specialized agency and any organization, including intergovernmental organizations and nongovernmental organizations, that have been granted consultative status by the Economic and Social Council of the United Nations, may participate in that capacity in the deliberations of any Working Party during consideration of any matter of particular concern to that agency or organization.

## ARTICLE 3

### EXECUTIVE COMMITTEE

3.1. The representatives of Contracting Parties shall constitute the Executive Committee of this Agreement and shall meet at least annually in that capacity.

3.2. The Rules of Procedure of the Executive Committee are set forth in Annex B to this Agreement.

3.3. The Executive Committee shall:

3.3.1. be responsible for the implementation of this Agreement, including the setting of priorities for activity under this Agreement;

3.3.2. consider all recommendations and reports by Working Parties regarding the establishment of global technical regulations under this Agreement; and

3.3.3. fulfil such other functions as may be appropriate under this Agreement.

3.4. The Executive Committee shall have the final authority to decide whether to list regulations in the Compendium of Candidate global technical regulations and to establish global technical regulations under this Agreement.

3.5. The Executive Committee shall, in discharging its functions, use information from all relevant sources when the Committee deems it appropriate to do so.

## ARTICLE 4

### CRITERIA FOR TECHNICAL REGULATIONS

4.1. To be listed under Article 5 or established under Article 6, a technical regulation shall meet the following criteria:

4.1.1. provide a clear description of the wheeled vehicles, equipment and/or parts which can be fitted and/or be used on wheeled vehicles and which are subject to the regulation;

4.1.2. contain requirements that:

4.1.2.1. provide for high levels of safety, environmental protection, energy efficiency or anti-theft performance; and

4.1.2.2. wherever appropriate, are expressed in terms of performance instead of design characteristics.

4.1.3. include:

4.1.3.1. the test method by which compliance with the regulation is to be demonstrated;

1.1.7 zagotoviti, da so v primerih, ko so potrebne alternativne ravni zahtevnosti zaradi omogočanja uvajanja prepisov posameznim državam, zlasti državam v razvoju, takšne potrebe upoštevane pri pripravi in uvajanju svetovnih tehničnih predpisov.

1.2 Ta sporazum bo deloval vzporedno s sporazumom iz leta 1958, ne da bi vplival na institucionalno neodvisnost enega ali drugega.

## 2. člen

### POGODBENICE IN POSVETOVALNI STATUS

2.1 Pogodbenice tega sporazuma lahko postanejo države članice Gospodarske komisije Združenih narodov za Evropo (v nadaljnjem besedilu: »ECE«), regionalne organizacije gospodarskega povezovanja, ki so jih ustanovile države članice ECE, in države, ki so sprejete v ECE s posvetovalnim statusom skladno z osmim odstavkom poslovnika ECE.

2.2 Pogodbenice tega sporazuma lahko postanejo države članice Združenih narodov, ki sodelujejo v posameznih dejavnostih ECE skladno z enajstim odstavkom poslovnika ECE, in regionalne organizacije gospodarskega povezovanja, ki so jih ustanovile te države.

2.3 Vsaka specializirana agencija in vsaka organizacija, vključno z meddržavnimi ter nevladnimi organizacijami, ki ji je Ekonomski in socialni svet Združenih narodov podelil posvetovalni status, lahko kot tako sodeluje v razpravah katere koli delovne skupine in pri obravnavi katerega koli vprašanja, ki je posebnega pomena za to agencijo ali organizacijo.

## 3. člen

### IZVRŠILNI ODBOR

3.1 Predstavniki pogodbenic tega sporazuma sestavljajo izvršilni odbor tega sporazuma in se sestajajo vsaj enkrat na leto.

3.2 Poslovnik izvršilnega odbora je v prilogi B tega sporazuma.

3.3 Izvršilni odbor:

3.3.1 je odgovoren za uresničevanje tega sporazuma, vključno z določanjem prednostnih nalog dejavnosti skladno s tem sporazumom;

3.3.2 obravnava vsa priporočila in poročila delovnih skupin o uvajanju svetovnih tehničnih predpisov v skladu s tem sporazumom in

3.3.3 opravlja druge primerne naloge na podlagi tega sporazuma.

3.4 Izvršilni odbor je pristojen za končno odločanje o vpisu predpisov v seznam predvidenih svetovnih tehničnih predpisov in za uvrščanje svetovnih tehničnih predpisov skladno s tem sporazumom.

3.5 Pri opravljanju svojih nalog izvršilni odbor uporablja informacije iz vseh ustreznih virov, kadar meni, da je to primerno.

## 4. člen

### MERILA ZA TEHNIČNE PREDPISE

4.1 Da bi bil tehnični predpis vpisan po 5. členu ali uvrščen po 6. členu, mora ustrezati naslednjim merilom:

4.1.1 mora jasno opisati cestna vozila, opremo in/ali dele, ki jih lahko vgradimo in/ali uporabimo v/na cestnih vozilih, za katere predpis velja;

4.1.2 vsebovati mora zahteve, ki:

4.1.2.1 zagotavljajo visoko stopnjo varnosti, varovanja okolja, varčevanja z energijo ali zavarovanja pred nedovoljeno uporabo in

4.1.2.2 ki so, kadar je to primerno, izražene z zahtevanimi učinki, ne pa s konstrukcijskimi lastnostmi;

4.1.3 in vsebovati:

4.1.3.1 preskusno metodo, s katero se prikaže skladnost s predpisom;

4.1.3.2. for regulations to be listed under Article 5, where appropriate, a clear description of approval or certification markings and/or labels requisite for type approval and conformity of production or for manufacturer self-certification requirements; and

4.1.3.3. if applicable, a recommended minimum period of lead time, based upon considerations of reasonableness and practicability, that a Contracting Party should provide before requiring compliance.

4.2. A global technical regulation may specify alternative non-global levels of stringency or performance, and appropriate test procedures, where needed to facilitate the regulatory activities of certain countries, in particular developing countries.

## ARTICLE 5

### COMPENDIUM OF CANDIDATE GLOBAL TECHNICAL REGULATIONS

5.1. A compendium of technical regulations of Contracting Parties other than UN/ECE Regulations that are candidates for harmonization or adoption as global technical regulations (to be known as the Compendium of Candidates) shall be created and maintained.

#### 5.2. Listing technical regulations in the Compendium of Candidates

Any Contracting Party may submit a request to the Executive Committee for the listing in the Compendium of Candidates of any technical regulation that such Contracting Party has applied, is applying or has adopted for future application.

5.2.1. The request specified in paragraph 5.2. shall contain:

5.2.1.1. a copy of such regulation;

5.2.1.2. any available technical documentation supporting such regulation, including documentation concerning best available technology, relative benefits, and cost effectiveness; and

5.2.1.3. the identification of any known existing or imminent relevant international voluntary standards.

5.2.2. The Executive Committee shall consider all requests that satisfy the requirements of Article 4 and paragraph 5.2.1. of this Article. The technical regulation shall be listed in the Compendium of Candidates if supported by an affirmative vote in accordance with paragraph 7.1. of Article 7 of Annex B. The documentation submitted with the request for that regulation shall be appended to the listed technical regulation.

5.2.3. The requested regulation shall be considered to be listed by the Secretary-General on the date on which it is supported by an affirmative vote under paragraph 5.2.2. of this Article.

#### 5.3. Removing listed technical regulations from the Compendium of Candidates

A listed technical regulation shall be removed from the Compendium of Candidates either:

5.3.1. upon the establishment in the Global Registry of a global technical regulation embodying product requirements addressing the same elements of performance or design characteristics as the listed technical regulation;

5.3.2. at the end of the 5-year period following the regulation's listing under this Article, and at the end of each subsequent 5-year period, unless the Executive Committee reaffirms, by an affirmative vote in accordance with paragraph 7.1. of Article 7 of Annex B, the listing of the technical regulation in the Compendium of Candidates; or

5.3.3. in response to a written request from the Contracting Party at whose request the technical regulation was originally listed. Such request shall include the bases for the removal of the regulation.

#### 5.4. Availability of documents

All documents considered by the Executive Committee under this Article shall be publicly available.

4.1.3.2 za predpise, ki naj bi bili vpisani po 5. členu, kadar je to primerno, jasen opis označevanja homologacije ali certificiranja in/ali zahtevanih oznak za homologacijo in ustreznost izdelave ali pogoje za samocertificiranje pri proizvajalcu, in

4.1.3.3 če je primerno, priporočilo najmanjšega razumevajočega in izvedljivega časovnega zamika, ki naj bi ga pogodbenica upoštevala pred zahtevo za izpolnjevanje predpisanih zahtev.

4.2 Svetovni tehnični predpis lahko določi drugačne ravnin zahtevnosti ali učinkov in ustrezne preskusne postopke, ki niso na svetovni ravni, če je to potrebno zaradi olajšanja uvajanja predpisov nekaterim državam, zlasti državam v razvoju.

## 5. člen

### SEZNAM PREDVIDENIH SVETOVNIH TEHNIČNIH PREDPISOV

5.1 Pripravljen bo seznam tehničnih predpisov pogodbenic tega sporazuma, z izjemo pravilnikov ECE, ki kandidirajo za uskladitev ali sprejetje kot svetovni tehnični predpisi (ki naj bi se imenoval seznam predvidenih predpisov); seznam se bo sproti dopolniloval.

#### 5.2 Vpis tehničnih predpisov v seznam predvidenih predpisov

Vsaka pogodbenica lahko izvršilnemu odboru pošlje zahtevo, da se v seznam predvidenih predpisov vpiše kateri koli tehnični predpis, ki ga je ta pogodbenica uporabljala, ga uporablja ali ga je sprejela za uporabo v prihodnje.

5.2.1 Zahteva, določena v točki 5.2, vsebuje:

5.2.1.1 izvod predpisa;

5.2.1.2 razpoložljivo tehnično dokumentacijo, ki je podlagata za ta predpis, vključno z dokumentacijo o najboljši dosegljivi tehnologiji, relativnih ugodnostih in vplivu na stroške; in

5.2.1.3 opredelitev morebitnih znanih veljavnih ali pričakovanih ustreznih mednarodnih neobveznih standardov.

5.2.2 Izvršilni odbor obravnava vse zahteve, ki ustrezajo pogojem iz 4. člena in točke 5.2.1 tega člena. Tehnični predpis se vpiše v seznam predvidenih predpisov, če ga podpre pritrdirlo glasovanje skladno s točko 7.1 iz 7. člena priloge B. Dokumentacija, predložena z zahtevo za ta predpis, se priloži k uvrščenemu tehničnemu predpisu.

5.2.3 Šteje se, da je zahtevani predpis generalni sekretar vpisal v seznam z dnem, ko je bil potren s pritrdirnim glasovanjem na podlagi točke 5.2.2 tega člena.

#### 5.3 Izbris vpisanih tehničnih predpisov iz seznama predvidenih predpisov

Vpisani tehnični predpis se izbriše iz seznama predvidenih tehničnih predpisov:

5.3.1 bodisi po uvrstitvi v svetovni register kot svetovni tehnični predpis, ki vsebuje pogoje za kakovost izdelka, ki obravnavajo enake učinke ali konstrukcijske značilnosti kakor vpisani tehnični predpis;

5.3.2 bodisi ob izteku petletnega obdobja po vpisu predpisa na podlagi tega člena in ob izteku vsakega naslednjega petletnega obdobja, razen kadar izvršilni odbor s pritrdirnim glasovanjem v skladu s točko 7.1 iz 7. člena priloge B ponovno ne potrdi vpisa tehničnega predpisa v seznam predvidenih predpisov; ali

5.3.3 kot odgovor na pisno zahtevo pogodbenice, ki je najprej zahtevala vpis tehničnega predpisa. Takšna zahteva mora navesti razloge za izbris predpisa.

#### 5.4 Razpoložljivost dokumentov

Vsi dokumenti, ki jih izvršilni odbor obravnava po tem členu, so javno dostopni.

## ARTICLE 6

### REGISTRY OF GLOBAL TECHNICAL REGULATIONS

6.1. A registry shall be created and maintained for the global technical regulations developed and established under this Article. The registry shall be known as the Global Registry.

#### 6.2. Establishing global technical regulations in the Global Registry through harmonization of existing regulations

A Contracting Party may submit a proposal to develop a harmonized global technical regulation concerning elements of performance or design characteristics addressed either by technical regulations listed in the Compendium of Candidates, or by any UN/ECE Regulations, or both.

6.2.1. The proposal specified in paragraph 6.2. shall contain:

6.2.1.1. an explanation of the objective of the proposed global technical regulation;

6.2.1.2. a narrative description or, if available, the draft text of the proposed global technical regulation;

6.2.1.3. available documentation that may facilitate the analysis of the issues to be addressed in the report required by paragraph 6.2.4.2.1. of this Article;

6.2.1.4. a list of all technical regulations in the Compendium of Candidates, and any UN/ECE Regulations, that address the same elements of performance or design characteristics to be addressed by the proposed global technical regulation; and

6.2.1.5. the identification of any known existing relevant international voluntary standards.

6.2.2. Each proposal specified in paragraph 6.2.1. of this Article shall be submitted to the Executive Committee.

6.2.3. The Executive Committee shall not refer to any Working Party any proposal that it determines does not satisfy the requirements of Article 4 and paragraph 6.2.1. of this Article. It may refer all other proposals to an appropriate Working Party.

6.2.4. In response to a proposal referred to it for developing a global technical regulation through harmonization, the Working Party shall use transparent procedures to:

6.2.4.1. develop recommendations regarding a global technical regulation by:

6.2.4.1.1. giving consideration to the objective of the proposed global technical regulation and the need for establishing alternative levels of stringency or performance;

6.2.4.1.2. reviewing all technical regulations that are listed in the Compendium of Candidates, and any UN/ECE Regulations, that address the same elements of performance;

6.2.4.1.3. reviewing any documentation that is appended to the regulations specified in paragraph 6.2.4.1.2. of this Article;

6.2.4.1.4. reviewing any available assessments of functional equivalence relevant to the consideration of the proposed global technical regulation, including assessments of related standards;

6.2.4.1.5. verifying whether the global technical regulation under development satisfies the stated objective of the regulation and the criteria in Article 4; and

6.2.4.1.6. giving due consideration to the possibility of the technical regulation being established under the 1958 Agreement.

6.2.4.2. submit to the Executive Committee:

6.2.4.2.1. a written report that presents its recommendation regarding the global technical regulation, includes all technical data and information that were considered in the development of its recommendation, describes its consideration of the information specified in paragraph 6.2.4.1. of this Article, and sets forth the rationale for its recommendations, including an explanation for rejecting any alternative regulatory requirements and approaches considered; and

6.2.4.2.2. the text of any recommended global technical regulation.

## 6. člen

### REGISTER SVETOVOVNIH TEHNIČNIH PREDPISOV

6.1 Za svetovne tehnične predpise, pripravljene in uvrščene na podlagi tega člena, se ustvari vodi register. Register se imenuje svetovni register.

#### 6.2 Uvrstitev svetovnih tehničnih predpisov v svetovni register z usklajevanjem veljavnih predpisov

Katera koli pogodbena lahko predlaga pripravo usklajenega svetovnega tehničnega predpisa v zvezi z učinki ali konstrukcijskimi značilnostmi, ki jih obravnavajo bodisi tehnični predpisi, vpisani v seznam predvidenih tehničnih predpisov, ali kateri koli pravilniki ECE ali oboji.

6.2.1 Predlog, določen v točki 6.2, vsebuje:

6.2.1.1 obrazložitev cilja predloženega svetovnega tehničnega predpisa;

6.2.1.2 opis ali osnutek besedila predloženega svetovnega tehničnega predpisa, če je na voljo;

6.2.1.3 razpoložljivo dokumentacijo, ki lahko olajša analizo vprašanj, ki jih obravnavata poročilo, predpisano v točki 6.2.4.2.1 tega člena;

6.2.1.4 seznam vseh tehničnih predpisov iz seznama predvidenih predpisov in seznam vseh pravilnikov ECE, ki obravnavajo enake učinke ali konstrukcijske značilnosti, ki naj bi jih obravnavat predloženi svetovni tehnični predpis; in

6.2.1.5 navedbo vseh znanih veljavnih ustreznih mednarodnih neobveznih standardov.

6.2.2 Vsak predlog, določen v točki 6.2.1 tega člena, se pošlje izvršilnemu odboru.

6.2.3 Izvršilni odbor ne pošlje delovnim skupinam predloga, za katerega ugotovi, da ne ustreza pogoju iz 4. člena in točke 6.2.1 tega člena. Vse druge predloge lahko pošlje ustreznim delovnim skupinam.

6.2.4 Kot odgovor na predlog, poslan v okviru usklajevanja priprave svetovnega tehničnega predpisa, delovna skupina po preglednem postopku:

6.2.4.1 pripravi priporočila glede svetovnega tehničnega predpisa in pri tem:

6.2.4.1.1 upošteva cilj predloženega svetovnega tehničnega predpisa in potrebo alternativnih ravni zahtevnosti ali učinkov;

6.2.4.1.2 prouči vse tehnične predpise, ki so vpisani v seznam predvidenih predpisov, in vse pravilnike ECE, ki obravnavajo enake učinke;

6.2.4.1.3 prouči dokumentacijo, ki je priložena k predpisom, opredeljenim v točki 6.2.4.1.2 tega člena;

6.2.4.1.4 prouči razpoložljive ocene ustreznosti uporabe, pomembne za obravnavo predloženega svetovnega tehničnega predpisa, vključno z ocenami z njim povezanih standardov;

6.2.4.1.5 preveri, ali svetovni tehnični predpis, ki je v pripravi, ustreza navedenemu cilju predpisa in merilom iz 4. člena; in

6.2.4.1.6 prouči možnost uvrščanja tehničnega predpisa na podlagi sporazuma iz leta 1958;

6.2.4.2 in pošlje izvršilnemu odboru:

6.2.4.2.1 pisno poročilo s priporočilom delovne skupine glede svetovnega tehničnega predpisa in vsemi tehničnimi podatki in informacijami, ki so bili upoštevani pri pripravi priporočila, opisuje obravnavo informacij, opredeljenih v točki 6.2.4.1 tega člena, in utemeljitvijo njenih priporočil, vključno z obrazložitvijo zavrnitev morebitnih drugačnih zahtev in pristopov; in

6.2.4.2.2 besedilo priporočenega tehničnega predpisa.

6.2.5. The Executive Committee shall, using transparent procedures:

6.2.5.1. determine whether the recommendations regarding the global technical regulation, and the report are based upon a sufficient and thorough performance of the activities specified in paragraph 6.2.4.1. of this Article. If the Executive Committee determines that the recommendations, report and/or the text of the recommended global technical regulation, if any, are inadequate, it shall return the regulation and report to the Working Party for revision or additional work.

6.2.5.2. consider the establishment of a recommended global technical regulation in accordance with the procedures set forth in paragraph 7.2. of Article 7 of Annex B. A consensus vote by the Executive Committee in favour of the regulation shall establish the Regulation in the Global Registry.

6.2.6. The global technical regulation shall be considered to be established in the Global Registry on the date of the consensus vote by the Executive Committee in favour of the regulation.

6.2.7. The Secretariat shall, upon the establishment of a global technical regulation by the Executive Committee, append copies of all relevant documentation, including the proposal submitted pursuant to paragraph 6.2.1. of this Article and the recommendations and report required by paragraph 6.2.4.2.1. of this Article, to that regulation.

### 6.3. Establishing new global technical regulations in the Global Registry

A Contracting Party may submit a proposal to develop a new global technical regulation concerning elements of performance or design characteristics not addressed by technical regulations in the Compendium of Candidates or UN/ECE Regulations.

6.3.1. The proposal specified in paragraph 6.3. shall contain:

6.3.1.1. an explanation of the objective of the proposed new global technical regulation, based on objective data to the extent possible;

6.3.1.2. a narrative description or, if available, the draft text of the proposed new global technical regulation;

6.3.1.3. any available documentation that may facilitate the analysis of the issues to be addressed in the report required by paragraph 6.3.4.2.1. of this Article; and

6.3.1.4. the identification of any known existing relevant international voluntary standards.

6.3.2. Each proposal specified in paragraph 6.3.1. of this Article shall be submitted to the Executive Committee.

6.3.3. The Executive Committee shall not refer to any Working Party any proposal that it determines does not satisfy the requirements of Article 4 and paragraph 6.3.1. of this Article. It may refer all other proposals to an appropriate Working Party.

6.3.4. In response to a proposal referred to it for developing a new global technical regulation, the Working Party shall use transparent procedures to:

6.3.4.1. develop recommendations regarding a new global technical regulation by:

6.3.4.1.1. giving consideration to the objective of the proposed new global technical regulation and the need for establishing alternative levels of stringency or performance;

6.3.4.1.2. considering technical feasibility;

6.3.4.1.3. considering economic feasibility;

6.3.4.1.4. examining benefits, including those of any alternative regulatory requirements and approaches considered;

6.3.4.1.5. comparing potential cost effectiveness of the recommended regulation to that of the alternative regulatory requirements and approaches considered;

6.3.4.1.6. verifying whether the new global technical regulation under development satisfies the stated objective of the Regulation and the criteria in Article 4; and

6.3.4.1.7. giving due consideration to the possibility of the technical regulation being established under the 1958 Agreement.

6.2.5 Izvršilni odbor s preglednim postopkom:

6.2.5.1 ugotovi, ali priporočila glede svetovnega tehničnega predpisa in poročilo temeljijo na zadostnem in popolnem opravljanju dejavnosti, opredeljenih v točki 6.2.4.1 tega člena. Če izvršilni odbor ugotovi, da so priporočila, poročilo in/ali morebitno besedilo priporočenega svetovnega tehničnega predpisa neprimerni, vrne predpis in poročilo delovni skupini v revizijo ali dodelavo;

6.2.5.2 obravnava uvrstitev priporočenega svetovnega tehničnega predpisa v skladu s postopkom, opredeljenim v točki 7.2 iz 7. člena priloge B. Predpis se uvrsti v svetovni register po soglasnem pritrtilnem glasovanju izvršilnega odbora o predpisu.

6.2.6 Šteje se, da je svetovni tehnični predpis uvrščen v svetovni register z dnem, ko je izvršilni odbor izglasoval predpis.

6.2.7 Potem, ko je izvršilni odbor uvrstil svetovni tehnični predpis, sekretariat k predpisu priloži izvode vse ustrezne dokumentacije, vključno s predlogom, poslanim na podlagi točke 6.2.1 tega člena, ter priporočili in poročilom, ki so predpisani v točki 6.2.4.2.1 tega člena.

### 6.3 Uvrstitev novih svetovnih tehničnih predpisov v svetovni register

Katera koli pogodbenica lahko pošlje predlog za pravilo novega svetovnega tehničnega predpisa v zvezi z učinki ali konstrukcijskimi značilnostmi, ki jih ne obravnavajo tehnični predpisi s seznama predvidenih predpisov ali pravilnik ECE.

6.3.1 Predlog, opredeljen v točki 6.3, vsebuje:

6.3.1.1 obrazložitev cilja predloženega novega svetovnega tehničnega predpisa, ki temelji na čim objektivnejših podatkih;

6.3.1.2 opis ali osnutek besedila, če je na voljo, predloženega novega svetovnega tehničnega predpisa;

6.3.1.3 vso razpoložljivo dokumentacijo, ki olajša analizo vprašanj, obravnava v poročilu, predpisanim v točki 6.3.4.2.1 tega člena; in

6.3.1.4 navedbo znanih veljavnih ustreznih mednarodnih neobveznih standardov.

6.3.2 Vsak predlog, opredeljen v točki 6.3.1 tega člena, se pošlje izvršilnemu odboru.

6.3.3 Izvršilni odbor ne pošlje delovnim skupinam predloga, za katerega ugotovi, da ne ustreza zahtevam 4. člena in točke 6.3.1 tega člena. Vse druge predloge lahko pošlje ustrezni delovni skupini.

6.3.4 Kot odgovor na predlog, poslan zaradi priprave novega svetovnega tehničnega predpisa, delovna skupina po preglednem postopku:

6.3.4.1 pripravi priporočila glede novega svetovnega tehničnega predpisa, pri čemer:

6.3.4.1.1 upošteva cilj predlaganega novega svetovnega tehničnega predpisa in potrebo po uvajanju drugačnih ravnih zahtevnosti;

6.3.4.1.2 upošteva tehnično izvedljivost;

6.3.4.1.3 upošteva ekonomsko izvedljivost;

6.3.4.1.4 preuči koristi, vključno s koristmi morebitnih upoštevanj drugačnih zahtev in pristopov;

6.3.4.1.5 primerja stroškovno učinkovitost priporočenega predpisa s stroškovno učinkovitostjo drugačnih zakonskih pogojev in pristopov, ki so bili upoštevani;

6.3.4.1.6 preveri, ali novi svetovni tehnični predpis, ki je v pripravi, ustreza opredeljenemu cilju predpisa in merilom iz 4. člena; in

6.3.4.1.7 prouči možnost uvrstitev tehničnega predpisa na podlagi sporazuma iz leta 1958;

**6.3.4.2. submit to the Executive Committee:**

6.3.4.2.1. a written report that presents its recommendation regarding the new global technical regulation, includes all technical data and information that were considered in the development of its recommendation, describes its consideration of the information specified in paragraph 6.3.4.1. of this Article, and sets forth the rationale for its recommendations, including an explanation for rejecting any alternative regulatory requirements and approaches considered; and

6.3.4.2.2. the text of any recommended new global technical regulation.

6.3.5. The Executive Committee shall, using transparent procedures:

6.3.5.1. determine whether the recommendations regarding the new global technical regulation and the report are based upon a sufficient and thorough performance of the activities specified in paragraph 6.3.4.1. of this Article. If the Executive Committee determines that the recommendations, report and/or the text of the recommended new global technical regulation, if any, are inadequate, it shall return the regulation and report to the Working Party for revision or additional work.

6.3.5.2. consider the establishment of a recommended new global technical regulation in accordance with the procedures set forth in paragraph 7.2. of Article 7 of Annex B. A consensus vote by the Executive Committee in favour of the regulation shall establish the Regulation in the Global Registry.

6.3.6. The global technical regulation shall be considered to be established in the Global Registry on the date of the consensus vote by the Executive Committee in favour of the regulation.

6.3.7. The Secretariat shall, upon the establishment of a new global technical regulation by the Executive Committee, append copies of all relevant documentation, including the proposal submitted pursuant to paragraph 6.3.1. of this Article and the recommendations and report required by paragraph 6.3.4.2.1. of this Article, to that Regulation.

**6.4. Amending established global technical regulations**

The process for amending any global technical regulation established in the Global Registry under this Article shall be the procedures specified in paragraph 6.3. of this Article for establishing a new global technical regulation in the Global Registry.

**6.5. Availability of documents**

All documents considered or generated by the Working Party in recommending global technical regulations under this Article shall be publicly available.

## **ARTICLE 7**

### **ADOPTION, AND NOTIFICATION OF APPLICATION, OF ESTABLISHED GLOBAL TECHNICAL REGULATIONS**

7.1. A Contracting Party that votes in favour of establishing a global technical regulation under Article 6 of this Agreement shall be obligated to submit the technical Regulation to the process used by that Contracting Party to adopt such a technical Regulation into its own laws or regulations and shall seek to make a final decision expeditiously.

7.2. A Contracting Party that adopts an established global technical regulation into its own laws or regulations shall notify the Secretary-General in writing of the date on which it will begin applying that Regulation. The notification shall be provided within 60 days after its decision to adopt the Regulation. If the established global technical regulation contains more than one level of stringency or performance, the notification shall specify which of those levels of stringency or performance is selected by the Contracting Party.

7.3. A Contracting Party that is specified in paragraph 7.1. of this Article and that decides not to adopt the established global technical regulation into its own laws or regulations, shall notify the Secretary-General in writing of its decision and the basis for its decision. The notification shall be provided within sixty (60) days after its decision.

**6.3.4.2 in pošje izvršilnemu odboru:**

6.3.4.2.1 pisno poročilo s priporočilom delovne skupine glede novega svetovnega tehničnega predpisa in vsemi tehničnimi podatki in informacijami, ki jih je upoštevala pri pripravi priporočila, obravnavo informacij, opredeljenih v točki 6.3.4.1 tega člena, in utemeljitvijo svojih priporočil, vključno z obrazložitvijo zavnitve morebitnih drugačnih zahtev in pristopov, ki jih je obravnavala; in

**6.3.4.2.2 besedilo priporočenega novega svetovnega tehničnega predpisa.**

**6.3.5 Izvršilni odbor po preglednem postopku:**

6.3.5.1 ugotovi, ali priporočila glede novega svetovnega tehničnega predpisa in poročilo temeljijo na zadostnem in polnem opravljanju dejavnosti, opredeljenih v točki 6.3.4.1 tega člena. Če izvršilni odbor ugotovi, da so priporočila, poročilo in/ali morebitno besedilo priporočenega novega svetovnega tehničnega predpisa neprimerni, vrne predpis in poročilo delovni skupini v revizijo ali dodelavo;

6.3.5.2 obravnavava uvrstitev priporočenega novega svetovnega tehničnega predpisa v skladu s postopkom, opredeljenim v točki 7.2 iz 7. člena priloge B. Predpis se uvrsti v svetovni register, ko ga izvršilni odbor soglasno potrdi.

6.3.6 Šteje se, da je svetovni tehnični predpis uvrščen v svetovni register z dnem, ko je izvršilni odbor izglasoval predpis.

6.3.7 Potem, ko je izvršilni odbor uvrstil novi svetovni tehnični predpis, sekretariat k predpisu priloži izvode vse ustrezne dokumentacije, vključno s predlogom, poslanim na podlagi točke 6.3.1 tega člena, ter priporočila in poročilo, predpisani v točki 6.3.4.2.1 tega člena.

**6.4 Spremembe uvrščenih svetovnih tehničnih predpisov**

Postopek za spreminjanje svetovnih tehničnih predpisov, uvrščenih v svetovni register na podlagi tega člena, je postopek, opredeljen v točki 6.3 tega člena, za uvrstitev novega svetovnega tehničnega predpisa v svetovni register.

**6.5 Razpoložljivost dokumentov**

Vsi dokumenti, ki jih obravnavata ali izdela delovna skupina med pripravo priporočil za svetovne tehnične predpise na podlagi tega člena, so javno dostopni.

## **7. člen**

### **PREVZEM IN URADNO OBVESTILO O UPORABI UVRŠČENIH SVETOVNIH TEHNIČNIH PREDPISOV**

7.1 Pogodbenica, ki glasuje za uvrstitev svetovnega tehničnega predpisa na podlagi 6. člena tega sporazuma, mora tehnični predpis obravnavati po postopku, ki ga ta pogodbenica uporablja za prevzem takšnega tehničnega predpisa v svoje zakone ali predpise, in si mora prizadevati za hitro sprejetje končne odločitve.

7.2 Pogodbenica, ki prevzame uvrščeni svetovni tehnični predpis v svoje zakone ali predpise, pisno obvesti generalnega sekretarja o dnevu začetka uporabe tega predpisa. Obvestilo pošije v 60 dneh od dneva sprejetja sklepa o prevzemu tega predpisa. Če uvrščeni svetovni tehnični predpis vsebuje več kakor eno stopnjo zahtevnosti, mora država članica v obvestilu opredeliti izbrano stopnjo zahtevnosti.

7.3 Pogodbenica, opredeljena v točki 7.1 tega člena, ki je sklenila, da uvrščenega svetovnega tehničnega predpisa ne bo prevzela v svoje zakone ali predpise, mora pisno obvestiti generalnega sekretarja o svoji odločitvi in o podlagi za svojo odločitev. Obvestilo mora poslati v šestdesetih (60) dneh od dneva odločitve.

7.4. A Contracting Party that is specified in paragraph 7.1. of this Article and that has not, by the end of the one-year period after the date of the establishment of the Regulation in the Global Registry, either adopted that technical regulation or decided not to adopt the Regulation into its own laws or regulations, shall provide a report on the status of the Regulation in its domestic process. A status report shall be submitted for each subsequent one-year period if neither of those actions has been taken by the end of that period. Each report required by this paragraph shall:

7.4.1 include a description of the steps taken during the past year to submit the Regulation and make a final decision and an indication of the anticipated date of such a decision; and

7.4.2. be submitted to the Secretary-General not later than 60 days after the end of the one-year period for which the report is submitted.

7.5. A Contracting Party that accepts products that comply with an established global technical regulation without adopting that Regulation into its own laws or regulations shall notify the Secretary-General in writing of the date on which it began to accept such products. The Contracting Party shall provide the notification within sixty (60) days after the beginning of such acceptance. If the established global technical regulation contains more than one level of stringency or performance, the notification shall specify which of those levels of stringency or performance is selected by the Contracting Party.

7.6. A Contracting Party that has adopted into its own laws or regulations an established global technical regulation may decide to rescind or amend the adopted Regulation. Prior to making that decision, the Contracting Party shall notify the Secretary-General in writing of its intent and the reasons for considering that action. This notice provision shall also apply to a Contracting Party that has accepted products under paragraph 7.5. and that intends to cease accepting such products. The Contracting Party shall notify the Secretary-General of its decision to adopt any amended or new regulation within 60 days after that decision. Upon request, the Contracting Party shall promptly provide copies of such amended or new regulation to other Contracting Parties.

## ARTICLE 8

### ISSUE RESOLUTION

8.1. Questions concerning the provisions of an established global technical regulation shall be referred to the Executive Committee for resolution.

8.2. Issues between two or more Contracting Parties concerning the interpretation or application of this Agreement shall, so far as possible, be resolved through consultation or negotiation between or among them. Where this process fails to resolve the issues, the Contracting Parties concerned may agree to request the Executive Committee to resolve the issue as provided in paragraph 7.3. of Article 7 of Annex B.

## ARTICLE 9

### BECOMING A CONTRACTING PARTY

9.1. Countries and regional economic integration organizations specified in Article 2 may become Contracting Parties to this Agreement by either:

9.1.1. signature without reservation as to ratification, acceptance or approval;

9.1.2. signature subject to ratification, acceptance or approval, followed by ratification, acceptance or approval;

9.1.3. acceptance; or

9.1.4. accession.

9.2. The instrument of ratification, acceptance, approval or accession shall be deposited with the Secretary-General.

7.4 Pogodbenica, opredeljena v točki 7.1 tega člena, ki v enem letu od dneva uvrstitev predpisa v svetovni register tehničnega predpisa ni prevzela ali pa je sklenila, da ga ne bo prevzela v svoje zakone ali predpise, mora poslati poročilo o statusu tega predpisa v svojem domačem postopku. Poročilo o statusu mora poslati za vsako naslednje enoletno obdobje, če do konca tega obdobja ni sprejela nobene od omenjenih odločitev. Vsako poročilo, predpisano v tej točki,

7.4.1 mora vsebovati opis ukrepov, izvedenih v preteklem letu glede predložitve predpisa in sprejetja končne odločitve, ter navedbo predvidenega dneva te odločitve; in

7.4.2 ga pogodbenica pošlje generalnemu sekretarju najpozneje 60 dni po poteku enoletnega obdobja, na katero se poročilo nanaša.

7.5 Pogodbenica, ki dovoli uporabo izdelkov, ki ustreza uvrščenemu svetovnemu tehničnemu predpisu, ne da bi ga prevzela v svoje zakone ali predpise, pisno obvesti generalnega sekretarja o dnevu, ko je začela sprejemati te izdelke. Pogodbenica pošlje to obvestilo v šestdesetih (60) dneh od začetka sprejemanja teh izdelkov. Če uvrščeni svetovni tehnični predpis vsebuje več stopenj zahtevnosti, mora pogodbenica v obvestilu opredeliti izbrano stopenjo zahtevnosti.

7.6 Pogodbenica, ki je uvrščeni svetovni tehnični predpis prevzela v svoje zakone ali predpise, lahko sklene razveljaviti ali dopolniti prevzeti predpis. Pred sprejetjem te odločitve mora pisno obvestiti generalnega sekretarja o svoji nameri in o razlogih za takšen ukrep. Ta predpis o obvestilu se nanaša tudi na pogodbenico, ki je dovolila uporabo izdelkov na podlagi točke 7.5, vendar namerava prenehati sprejemati takšne izdelke. Pogodbenica obvesti generalnega sekretarja o svoji odločitvi o prevzemu spremenjenega ali novega predpisa v 60 dneh od dneva odločitve. Na zahtevo pogodbenica takoj pošlje izvode spremenjenega ali novega predpisa drugim pogodbenicam.

## 8. člen

### REŠEVANJE SPOROV

8.1 Vprašanja, ki se nanašajo na določila uvrščenega svetovnega tehničnega predpisa, je treba poslati izvršilnemu odboru v rešitev.

8.2 Spore med dvema ali več pogodbenicami, ki se nanašajo na razlago ali uporabo tega sporazuma, pogodbenice rešujejo, kolikor je le mogoče, z medsebojnim posvetovanjem ali pogajanjem. Če to ni mogoče, se pogodbenice lahko sporazumejo in zahtevajo, da spor razreši izvršilni odbor, kakor določa točka 7.3 iz 7. člena priloge B.

## 9. člen

### PRIDOBITEV STATUSA POGOJBENICE

9.1 Države in regionalne organizacije gospodarskega povezovanja, opredeljene v 2. členu, lahko postanejo pogodbenice tega sporazuma:

9.1.1 s podpisom brez pridržkov glede ratifikacije, sprejetja ali odobritve;

9.1.2 s podpisom s pridržkom ratifikacije, sprejetja ali odobritve, ki mu sledi ratifikacija, sprejetje ali odobritev;

9.1.3 s sprejetjem ali

9.1.4 s pristopom.

9.2 Listina o ratifikaciji, sprejetju, odobritvi ali pristopu je deponirana pri generalnemu sekretarju.

**9.3 Upon becoming a Contracting Party:**

9.3.1. after this Agreement has entered into force, each country or regional integration organization shall give notification in accordance with Article 7 as to which, if any, global technical regulation(s) established pursuant to Article 6 it will adopt, and as to any decision to accept products that comply with any of those global technical regulations, without adopting those Regulations into its own laws or regulations. If the established global technical regulation contains more than one level of stringency or performance, the notification shall specify which of those levels of stringency or performance is adopted or accepted by the Contracting Party.

9.3.2. each regional economic integration organization shall declare in matters within its competence that its Member States have transferred powers in fields covered by this Agreement, including the power to make binding decisions on their Member States.

9.4. Regional economic integration organizations that are Contracting Parties shall cease being Contracting Parties when they lose the powers declared in accordance with paragraph 9.3.2. of this Article and shall inform the Secretary-General thereof.

## **ARTICLE 10**

### **SIGNATURE**

10.1. This Agreement shall be open for signature beginning 25 June 1998.

10.2. This Agreement shall remain open for signature until its entry into force.

## **ARTICLE 11**

### **ENTRY INTO FORCE**

11.1. This Agreement and its Annexes, which constitute integral parts of the Agreement, shall enter into force on the thirtieth (30) day following the date on which a minimum of five (5) countries and/or regional economic integration organizations have become Contracting Parties pursuant to Article 9. This minimum of five (5) must include the European Community, Japan, and the United States of America.

11.2. If, however, paragraph 11.1 of this Article is not satisfied fifteen (15) months after the date specified in paragraph 10.1., then this Agreement and its Annexes, which constitute integral parts of the Agreement, shall enter into force on the thirtieth (30) day following the date on which a minimum of eight (8) countries and/or regional economic integration organizations have become Contracting Parties pursuant to Article 9. Such date of entry into force shall not be earlier than sixteen (16) months after the date specified in paragraph 10.1. At least one (1) of these eight (8) must be either the European Community, Japan or the United States of America.

11.3. For any country or regional economic integration organization that becomes a Contracting Party to the Agreement after its entry into force, this Agreement shall enter into force sixty (60) days after the date that such country or regional economic integration organization deposits its instrument of ratification, acceptance, approval or accession.

## **ARTICLE 12**

### **WITHDRAWAL FROM AGREEMENT**

12.1. A Contracting Party may withdraw from this Agreement by notifying the Secretary-General in writing.

12.2. Withdrawal from this Agreement by any Contracting Party shall take effect one year after the date on which the Secretary-General receives notification pursuant to paragraph 12.1. of this Article.

## **ARTICLE 13**

### **AMENDMENT OF AGREEMENT**

13.1. A Contracting Party may propose amendments to this Agreement and the Annexes to this Agreement. Proposed amendments shall be submitted to the Secretary-General, who shall transmit them to all Contracting Parties.

**9.3 Po pridobitvi statusa pogodbenice tega sporazuma:**

9.3.1 vsaka država ali regionalna organizacija gospodarskega povezovanja po uveljavitvi tega sporazuma pošlje uradno obvestilo skladno s 7. členom o tem, katere svetovne tehnične predpise, uvrščene na podlagi 6. člena, prevzema, in o morebitni odločitvi o sprejemu izdelkov, ki ustrezajo kateremu od teh svetovnih tehničnih predpisov, ne da bi te predpise preuzevla v svoje zakone ali predpise. Če uvrščeni svetovni tehnični predpis vsebuje več stopenj zahtevnosti, mora pogodbenica opredeliti izbrano stopenje zahtevnosti prevzema in ali dopušča uporabo izdelka;

9.3.2 vsaka regionalna organizacija gospodarskega povezovanja izjavi, v zadevah, ki so v njeni pristojnosti, da so njene države članice prenesle nanjo pooblastila na področjih, vključenih v ta sporazum, vključno s pooblastilom za zavezujoče odločanje za svoje države članice.

9.4 Regionalnim organizacijam gospodarskega povezovanja, ki so pogodbenice tega sporazuma, prenega status pogodbenic, ko izgubijo pooblastila, opredeljena s točko 9.3.2 tega člena, in o tem obvestijo generalnega sekretarja.

## **10. člen**

### **PODPIS**

10.1 Ta sporazum je na voljo za podpis od 25. junija 1998.

10.2 Ta sporazum ostane na voljo za podpis do uveljavitve.

## **11. člen**

### **ZAČETEK VELJAVNOSTI**

11.1 Ta sporazum in njegove priloge, ki so sestavni deli tega sporazuma, začnejo veljati trideseti (30) dan od dneva, ko je najmanj pet (5) držav in/ali regionalnih organizacij gospodarskega povezovanja dobilo status pogodbenic tega sporazuma na podlagi 9. člena. Med temi petimi (5) pogodbenicami tega sporazuma morajo biti Evropska skupnost, Japonska in Združene države Amerike.

11.2 Če v petnajstih (15) mesecih od dneva, določenega v točki 10.1., niso izpolnjeni pogoji iz točke 11.1 tega člena, bodo ta sporazum in njegove priloge, ki so sestavni del sporazuma, začeli veljati trideseti (30.) dan od dneva, ko je najmanj osem (8) držav in/ali regionalnih organizacij gospodarskega povezovanja dobilo status pogodbenic sporazuma v skladu z 9. členom. Ta datum začetka veljavnosti mora biti najmanj šestnajst (16) mesecev po dnevu, določenem v točki 10.1. Vsaj ena (1) izmed omenjenih osmih (8) pogodbenic tega sporazuma mora biti bodisi Evropska skupnost, Japonska ali Združene države Amerike.

11.3 Za vsako državo ali regionalno organizacijo gospodarskega povezovanja, ki postane pogodbenica sporazuma po začetku njegove veljavnosti, ta sporazum začne veljati šestdeset (60) dni po dnevu, ko ta država ali regionalna organizacija gospodarskega povezovanja deponira listino o ratifikaciji, sprejetju, odobritvi ali pristopu.

## **12. člen**

### **ODPOVED SPORAZUMA**

12.1 Pogodbenica lahko odpove ta sporazum s pisnim obvestilom generalnemu sekretarju.

12.2 Če katera koli pogodbenica odpove ta sporazum, začne odpoved veljati eno leto od dne, ko generalni sekretar dobi obvestilo v skladu s točko 12.1 tega člena.

## **13. člen**

### **SPREMENJAVA SPORAZUMA**

13.1 Pogodbenica lahko predlaga spremembe tega sporazuma in njegovih prilog. Predlagane spremembe pošlje generalnemu sekretarju, ki jih pošlje vsem pogodbenicam.

13.2. A proposed amendment transmitted in accordance with paragraph 13.1. of this Article shall be considered by the Executive Committee at its next scheduled meeting.

13.3. If there is a consensus vote in favour of the amendment by the Contracting Parties present and voting, it shall be communicated by the Executive Committee to the Secretary-General who shall then circulate the amendment to all Contracting Parties.

13.4. An amendment circulated under paragraph 13.3. of this Article shall be deemed to be accepted by all Contracting Parties if no Contracting Party expresses an objection within a period of six (6) months after the date of such circulation. If no such objection has been expressed, the amendment shall enter into force for all Contracting Parties three (3) months after the expiry of the period of the six (6) months referred in this paragraph.

13.5 The Secretary-General shall, as soon as possible, notify all Contracting Parties whether an objection to the proposed amendment has been expressed. If such objection has been expressed, the amendment shall be deemed not to have been accepted, and shall be of no effect whatever.

## ARTICLE 14

### DEPOSITORY

The Depositary of this Agreement shall be the Secretary-General of the United Nations. In addition to other depositary functions, the Secretary-General shall, as soon as possible, notify the Contracting Parties of:

14.1. the listing or removing of technical regulations under Article 5.

14.2. the establishing or amending of global technical regulations under Article 6.

14.3. notifications received in accordance with Article 7.

14.4. signatures, acceptances, and accessions in accordance with Articles 9 and 10.

14.5. notifications received in accordance with Article 9.

14.6. the dates on which this Agreement shall enter into force for Contracting Parties in accordance with Article 11.

14.7. notifications of withdrawal from this Agreement received in accordance with Article 12.

14.8. the date of entry into force of any amendment to this Agreement in accordance with Article 13.

14.9. notifications received in accordance with Article 15 regarding territories.

## ARTICLE 15

### EXTENSION OF AGREEMENT TO TERRITORIES

15.1. This Agreement shall extend to any territory or territories of a Contracting Party for whose international relations such Contracting Party is responsible, unless the Contracting Party otherwise specifies, prior to entry into force of the agreement for that Contracting Party.

15.2. Any Contracting Party may denounce this Agreement separately for any such territory or territories in accordance with Article 12.

## ARTICLE 16

### SECRETARIAT

The Secretariat of this Agreement shall be the Executive Secretary of the UN/ECE. The Executive Secretary shall carry out the following secretariat functions:

16.1. prepare the meetings of the Executive Committee and the Working Parties;

16.2. transmit to the Contracting Parties reports and other information received in accordance with the provisions of this Agreement; and

16.3. discharge the functions assigned by the Executive Committee.

13.2 Predlagano spremembo, poslano skladno s točko 13.1 tega člena, obravnava izvršilni odbor na svojem naslednjem sestanku.

13.3 Če navzoče in glasajoče pogodbenice soglasno potrdijo spremembo, jo izvršilni odbor pošlje generalnemu sekretarju, ki to spremembo razpošlje vsem pogodbenicam.

13.4 Sprememba, razposlana na podlagi točke 13.3 tega člena, se šteje, da so jo sprejele vse pogodbenice, če nobena pogodbenica v šestih (6) mesecih od dneva razpošiljanja spremembe ne izrazi nasprotovanja. Če nasprotovanje ni bilo izraženo, začne spremembu veljati za vse pogodbenice tri (3) mesece po poteku obdobja šestih (6) mesecev, omenjenega v tej točki.

13.5 Generalni sekretar čim prej obvesti vse pogodbenice o tem, ali je bilo izraženo nasprotovanje predloženi spremembi. Če je bilo nasprotovanje izraženo, se šteje, da spremembu ni sprejeta in ne velja.

## 14. člen

### DEPOZITAR

Depozitar tega sporazuma je generalni sekretar Združenih narodov. Poleg drugih nalog depozitarja generalni sekretar čim prej obvesti pogodbenice o:

14.1 vpisu ali izbrisu tehničnih predpisov v skladu s 5. členom;

14.2 uvrstitev ali spremembi svetovnih tehničnih predpisov v skladu s 6. členom;

14.3 obvestilih, prejetih v skladu s 7. členom;

14.4 podpisih, sprejetijh in pristopih v skladu z 9. in 10. členom;

14.5 obvestilih, prejetih v skladu z 9. členom;

14.6 dnevi začetka veljavnosti tega sporazuma za pogodbenice v skladu z 11. členom;

14.7 obvestilih o odpovedi tega sporazuma, prejetih v skladu z 12. členom;

14.8 dnevu začetka veljavnosti kakršne koli spremembe tega sporazuma v skladu s 13. členom;

14.9 obvestilih glede območij, prejetih v skladu s 15. členom.

## 15. člen

### RAZŠIRJENOST SPORAZUMA NA OBMOČJA

15.1 Ta sporazum zajema vsako območje ali območja pogodbenice, za katerih mednarodne odnose je ta pogodbenica pristojna, razen če se pred začetkom veljavnosti sporazuma za to pogodbenico ta pogodbenica ne opredeli drugače.

15.2 Vsaka pogodbenica lahko odpove ta sporazum ločeno za vsako takšno območje ali območja v skladu z 12. členom.

## 16. člen

### SEKRETARIAT

Administrativne storitve v zvezi s tem sporazumom opravlja izvršilni sekretar ECE. Izvršilni sekretar opravlja naslednje naloge:

16.1 pripravlja sestanke izvršilnega odbora in delovnih skupin;

16.2 pošilja pogodbenicam poročila in druge informacije, prejeti v skladu z določbami tega sporazuma; in

16.3 opravlja naloge, ki mu jih dodeli izvršilni odbor.

**Annex A****Definitions**

For the purposes of this Agreement, the following definitions shall apply:

1. With regard to the global technical regulations developed under this Agreement, the term "accept" means the action by a Contracting Party of allowing the entry of products that comply with a global technical regulation into its market without having adopted that global technical regulation into its respective laws and regulations.

2. With regard to the global technical regulations developed under this Agreement, the term "adopt" means the promulgation of a global technical regulation into the laws and regulations of a Contracting Party.

3. With regard to the global technical regulations developed under this Agreement, the term "apply" means the action of requiring compliance with a global technical regulation by a Contracting Party as of a certain date; in other words, the effective date of the regulation within a Contracting Party's jurisdiction.

4. The term "Article" means an article of this Agreement.

5. The term "consensus vote" means a vote on a matter in which no Contracting Party present and voting objects to the matter in accordance with paragraph 7.2. of Article 7 of Annex B.

6. The term "Contracting Party" means any country, or regional economic integration organization, that is a Contracting Party to this Agreement.

7. The term "equipment and parts which can be fitted and/or be used on wheeled vehicles" means equipment or parts whose characteristics have a bearing on safety, environmental protection, energy efficiency, or anti-theft performance. Such equipment and parts include, but are not limited to, exhaust systems, tyres, engines, acoustic shields, anti-theft alarms, warning devices, and child restraint systems.

8. The term "established global technical regulation" means a global technical regulation that has been placed on the Global Registry in accordance with this Agreement.

9. The term "listed technical regulation" means a national or regional technical regulation that has been placed on the Compendium of Candidates in accordance with this Agreement.

10. The term "manufacturer self-certification" means a Contracting Party's legal requirement that a manufacturer of wheeled vehicles, equipment and/or parts which can be fitted and/or be used on wheeled vehicles must certify that each vehicle, item of equipment or part that the manufacturer introduces into commerce satisfies specific technical requirements.

11. The term "regional economic integration organization" means an organization which is constituted by, and composed of, sovereign countries, and which has competence in respect of matters covered by this Agreement, including the authority to make decisions binding on all of its Member Countries in respect of those matters.

12. The term "Secretary-General" means the Secretary-General of the United Nations.

13. The term "transparent procedures" means procedures designed to promote the public awareness of and participation in the regulatory development process under this Agreement. They shall include the publication of:

(1) notices of meetings of the Working Parties and of the Executive Committee; and

(2) working and final documents.

They shall also include the opportunity to have views and arguments represented at:

(1) meetings of Working Parties through organizations granted consultative status; and

(2) meetings of Working Parties and of the Executive Committee through pre-meeting consulting with representatives of Contracting Parties.

**Priloga A****Opredelitev pojmov**

V tem sporazumu uporabljeni izraz pomeni:

1. V zvezi s svetovnimi tehničnimi predpisi, pripravljenimi na podlagi tega sporazuma, »sprejeti« pomeni, da pogodbenica dovoli vstop na njen trg izdelkom, ki ustreza svetovnemu tehničnemu predpisu, ne da bi ta tehnični predpis prevzela v svoje zakone in podzakonske akte.

2. V zvezi s svetovnimi tehničnimi predpisi, pripravljenimi na podlagi tega sporazuma, »prevzeti« pomeni razglasitev svetovnega tehničnega predpisa v obliki zakonov in podzakonskih aktov pogodbenice.

3. V zvezi s svetovnimi tehničnimi predpisi, pripravljenimi na podlagi tega sporazuma, »uporabljati« pomeni zahtevo pogodbenice za skladnost s svetovnim tehničnim predpisom z začetkom na določeni dan; z drugimi besedami, dan veljavnosti predpisa znotraj jurisdikcije pogodbenice.

4. »Člen« pomeni člen tega sporazuma.

5. »Soglasno potrditi« pomeni glasovanje o neki zadevi, pri katerem nobena od navzočih in glasajočih pogodbenic ne nasprotuje tej zadevi v skladu s točko 7.2 iz 7. člena priloge B.

6. »Pogodbenica« pomeni katero koli državo ali regionalno organizacijo gospodarskega povezovanja, ki je pogodbenica tega sporazuma.

7. »Oprema in deli, ki se lahko vgradijo in/ali uporabljajo v/na cestnih vozilih« pomeni opremo ali dele, katerih lastnosti vplivajo na varnost, varovanje okolja, varčevanje z energijo ali zavarovanje pred nedovoljeno uporabo. Ta oprema in deli zajemajo izpušne sisteme, kolesa, motorje, protihrupno zaščito, alarme proti nedovoljeni uporabi, opozorilne naprave in sisteme za zavarovanje otrok, vendar niso omejeni samo na to.

8. »Uvrščeni svetovni tehnični predpis« pomeni svetovni tehnični predpis, ki je uvrščen v svetovni register v skladu s tem sporazumom.

9. »Vpisani tehnični predpis« pomeni državni ali regionalni tehnični predpis, ki je vpisan v seznam predvidenih predpisov v skladu s tem sporazumom.

10. »Samocertifikacija proizvajalca« pomeni pravno zahetvo pogodbenice, da mora proizvajalec cestnih vozil, opreme in/ali delov, ki se lahko vgradijo in/ali uporabljajo v/na cestnih vozilih, potrditi, da vsako vozilo, del opreme ali del, ki ga uvaja v blagovni promet, izpolnjuje določene tehnične pogoje.

11. »Regionalna organizacija gospodarskega povezovanja« pomeni organizacijo, ki so jo ustanovile suverene države, ki so tudi njene članice, in ki je pristojna za zadeve, vključene v ta sporazum, vključno s pooblastilom za odločanje o teh zadevah, zavezajoče za vse njene države članice.

12. »Generalni sekretar« pomeni generalni sekretar Združenih narodov.

13. »Pregledni postopek« pomeni postopek, namenjen za spodbujanje ozaveščanja javnosti in sodelovanje v procesu priprave predpisov na podlagi tega sporazuma. Postopek zajema objavo:

(1) vabil na sestanke delovnih skupin in izvršilnega odbora in

(2) delovnih in končnih dokumentov.

Ta postopek vključuje tudi priložnost za zastopanje stališč in utemeljitev na:

(1) sestankih delovnih skupin preko organizacij, ki imajo posvetovalni status; in

(2) sestankih delovnih skupin in izvršilnega odbora preko posvetovanja s predstavniki pogodbenic pred sestankom.

14. The term “type approval” means written approval of a Contracting Party (or competent authority designated by a Contracting Party) that a vehicle and/or any item of equipment and/or part that can be fitted and/or be used on a vehicle, satisfies specific technical requirements, and is used as a precondition to the introduction of the vehicle, equipment or part into commerce.

15. The term “UN/ECE Regulations” means United Nations/Economic Commission for Europe Regulations adopted under the 1958 Agreement.

16. The term “Working Party” means a specialized technical subsidiary body under the ECE whose function is to develop recommendations regarding the establishment of harmonized or new global technical regulations for inclusion in the Global Registry and to consider amendments to the global technical regulations established in the Global Registry.

17. The term “1958 Agreement” means the Agreement concerning the Adoption of Uniform Technical Prescriptions for Wheeled Vehicles, Equipment and Parts which can be fitted and/or be used on Wheeled Vehicles and the Conditions for Reciprocal Recognition of Approvals Granted on the Basis of these Prescriptions.

14. »Homologacija« pomeni pisno potrditev pogodbenice (ali pristojnega organa, ki ga je določila pogodbenica), da vozilo in/ali kateri koli del opreme in/ali del, ki se lahko vgradi in/ali uporablja v/na vozilu, ustreza določenim tehničnim predpisom, in je predpogoj za dajanje vozila, opreme ali dela v blagovni promet.

15. »Pravilniki ECE« pomeni predpise Gospodarske komisije Združenih narodov za Evropo, sprejete na podlagi sporazuma iz leta 1958.

16. »Delovna skupina« pomeni posebno strokovno tehnično pomožno telo v okviru ECE, katerega naloga je pripraviti priporočila za oblikovanje usklajenih ali novih svetovnih tehničnih predpisov za uvrstitev v svetovni register in obravnavati spremembe svetovnih tehničnih predpisov, uvrščenih v svetovni register.

17. »Sporazum 1958« pomeni sporazum o sprejetju enotnih tehničnih predpisov za cestna vozila, opremo in dele, ki se lahko vgradijo in/ali uporabljajo v/na cestnih vozilih in o pogojih vzajemnega priznavanja homologacij, podeljenih na podlagi teh predpisov.

**Annex B****COMPOSITION AND RULES OF PROCEDURE  
OF THE EXECUTIVE COMMITTEE****Article 1**

Membership in the Executive Committee shall be limited to Contracting Parties.

**Article 2**

All Contracting Parties shall be members of the Executive Committee.

**Article 3**

3.1. Except as provided in paragraph 3.2. of this Article, each Contracting Party shall have one vote.

3.2. If a regional economic integration organization and one or more of its Member States are Contracting Parties to this Agreement, the regional economic integration organization shall, in matters within its competence, exercise its right to vote with a number of votes equal to the number of its Member States that are Contracting Parties to this Agreement. Such an organization shall not exercise its right to vote if any of its Member States exercises its right, and vice versa.

**Article 4**

In order to cast its own vote, a Contracting Party shall be present. A Contracting Party need not be present for the casting of a vote by its regional economic integration organization.

**Article 5**

5.1. A quorum consisting of not less than half of all the Contracting Parties shall be present for the taking of a vote.

5.2. For purposes of determining a quorum under this Article, and determining the number of Contracting Parties needed to constitute one-third of the Contracting Parties present and voting under paragraph 7.1. of Article 7 of this Annex, a regional economic integration organization and its Member States shall be counted as one Contracting Party.

**Article 6**

6.1. The Executive Committee shall, at its first session each calendar year, elect a Chairman and Vice-Chairman from its membership. The Chairman and Vice-Chairman shall be elected by a two-thirds affirmative vote of all Contracting Parties present and voting.

6.2. Neither the Chairman, nor the Vice-Chairman, shall come from the same Contracting Party more than two years in succession. In any year, the Chairman and Vice-Chairman shall not come from the same Contracting Party.

**Article 7**

7.1. A national or regional regulation shall be listed in the Compendium of Candidates by an affirmative vote of either at least one-third of the Contracting Parties present and voting (as defined in Article 5.2. of this Annex), or one-third of the total number of votes cast, whichever is more favourable to achieving an affirmative vote. In either case, the one-third shall include the vote of either the European Community, Japan or the United States, if any of them are Contracting Parties.

**Priloga B****SESTAVA IN POSLOVNIK IZVRŠILNEGA ODBORA****1. člen**

Članstvo v izvršilnem odboru je omejeno na pogodbenice.

**2. člen**

Vse pogodbenice so članice izvršilnega odbora.

**3. člen**

3.1 Če ni v točki 3.2 tega člena določeno drugače, ima vsaka pogodbenica en glas.

3.2 Če so regionalna organizacija gospodarskega povezovanja in ena ali več njenih držav članic pogodbenice tega sporazuma, regionalna organizacija gospodarskega povezovanja uresničuje svojo pravico glasovanja o zadevah, ki so v njeni pristojnosti, s številom glasov, enakim številu njenih držav članic, ki so pogodbenice tega sporazuma. Ta organizacija ne uveljavlja pravice do glasovanja, če katera koli izmed njenih držav članic uveljavlja svojo pravico in obratno.

**4. člen**

Da bi glasovala, mora biti pogodbenica navzoča. Navzočnost ni obvezna za pogodbenico zaradi glasovanja njene regionalne organizacije gospodarskega povezovanja.

**5. člen**

5.1 Za glasovanje mora biti dosežen kvorum, ki zajema najmanj polovico pogodbenic.

5.2 Za določanje kvoruma na podlagi tega člena in določanje števila pogodbenic, ki je potrebno za eno tretjino pogodbenic, navzočih in glasajočih na podlagi točke 7.1. iz 7. člena te priloge, se ena regionalna organizacija gospodarskega povezovanja s svojimi državami članicami šteje za eno pogodbenico.

**6. člen**

6.1 Na svoji prvi seji v vsakem koledarskem letu izvršilni odbor izvoli izmed svojih članov predsednika in podpredsednika. Predsednik in podpredsednik sta izvoljena z dvotretjinskim pritrilnim glasovanjem vseh navzočih in glasajočih pogodbenic.

6.2 Niti predsednik niti podpredsednik ne smeta biti predstavnika iste pogodbenice več kakor dve leti zapored. V nobenem letu predsednik in podpredsednik ne smeta biti predstavnika iste pogodbenice.

**7. člen**

7.1 Državni ali regionalni predpis se vpiše v seznam predvidenih svetovnih tehničnih predpisov ob pritrilnem glasovanju bodisi vsaj ene tretjine navzočih in glasajočih pogodbenic (kakor je opredeljeno v drugi točki 5. člena te priloge) bodisi ene tretjine skupnega števila glasov, odvisno od tega, kar je ugodnejše za dosego pritrilnega glasovanja. V vsakem primeru mora ta ena tretjina vključevati glas bodisi Evropske unije, Japonske ali Združenih držav Amerike, če je katera koli od njih pogodbenica.

7.2. Establishing a global technical regulation in the Global Registry, amending an established global technical regulation and amending this Agreement shall be by a consensus vote of the Contracting Parties present and voting. A present and voting Contracting Party that objects to a matter for which a consensus vote is necessary for adoption shall provide a written explanation of its objection to the Secretary-General within sixty (60) days from the date of the vote. If such Contracting Party fails to provide such explanation during that period, it shall be considered as having voted in favour of the matter on which the vote was taken. If all Contracting Parties that objected to the matter so fail, the vote on the matter shall be considered to have been a consensus vote in favour of the matter by all persons present and voting. In that event, the date of the vote shall be considered to be the first day after that 60-day period.

7.3. All other matters requiring resolution may, at the discretion of the Executive Committee, be resolved by the voting process set forth in paragraph 7.2. of this Article.

#### Article 8

Contracting Parties that abstain from voting are considered as not voting.

#### Article 9

The Executive Secretary shall convene the Executive Committee whenever a vote is required to be taken under Article 5, 6 or 13 of this Agreement or whenever necessary to conduct activities under this Agreement.

7.2 Uvrščanje svetovnega tehničnega predpisa v svetovni register, sprememba uvrščenega svetovnega tehničnega predpisa in sprememba tega sporazuma se opravlja s soglasno potrditvijo navzočih in glasujajočih pogodbenic. Navzoča in glasujoca pogodbenica, ki ugovarja zadevi, za katere sprejetje je potrebna soglasna potrditev, pošlje pisno obrazložitev svojega ugovora generalnemu sekretarju v šestdesetih (60) dneh od dneva glasovanja. Če pogodbenica ne pošlje obrazložitve v omenjenem roku, se šteje, da je glasovala za zadevo, o kateri je bilo glasovano. Če vse pogodbenice, ki so nasprotovale zadevi, tega ne storijo, se šteje, da so vsi navzoči in glasujoci soglasno potrdili zadevo. V tem primeru se kot dan glasovanja šteje prvi dan po poteku šestdesetdnevnega obdobja.

7.3 Vse druge zadeve, ki jih je treba rešiti, se lahko po presojo izvršilnega odbora rešijo z glasovanjem, opredeljenim v drugem odstavku 7. člena.

#### 8. člen

Za pogodbenice, ki se vzdržijo glasovanja, se šteje, da niso glasovale.

#### 9. člen

Izvršilni sekretar skliče izvršilni odbor vedno, kadar je treba glasovati na podlagi 5., 6. ali 13. člena tega sporazuma, ali izvajati dejavnosti po tem sporazumu.

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#### 3. člen

Za izvajanje sporazuma skrbi Ministrstvo za promet.

#### 4. člen

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

Št. 00724-73/2010  
Ljubljana, dne 9. decembra 2010  
EVA 2010-1811-0048

Vlada Republike Slovenije

mag. Mitja Gaspari l.r.  
Minister

- 163.** Uredba o ratifikaciji Sporazuma o upravljanju zaostalih plačil med Kraljevino Belgijo, Republiko Bolgarijo, Češko republiko, Kraljevino Dansko, Zvezno republiko Nemčijo, Republiko Estonijo, Helensko Republiko, Kraljevino Španijo, Francosko Republiko, Irsko, Italijansko republiko, Republiko Ciper, Republiko Latvijo, Republiko Litvo, Velikim vojvodstvom Luksemburg, Republiko Madžarsko, Malto, Kraljevino Nizozemsko, Republiko Avstrijo, Republiko Poljsko, Portugalsko republiko, Romunijo, Republiko Slovenijo, Slovaško republiko, Republiko Finsko, Kraljevino Švedsko, Združenim kraljestvom Velika Britanija in Severna Irska in Evropsko investicijsko banko, ki ureja postopke plačil in povračil iz garancij držav članic v korist Evropske investicijske banke

Na podlagi petega odstavka 75. člena Zakona o zunanjih zadevah (Uradni list RS, št. 113/03 – uradno prečiščeno besedilo, 20/06 –ZNOMCMO, 76/08 in 108/09) izdaja Vlada Republike Slovenije

## U R E D B O

### O RATIFIKACIJI SPORAZUMA O UPRAVLJANJU ZAOSTALIH PLAČIL MED KRALJEVINO BELGIJO, REPUBLIKO BOLGARIJO, ČEŠKO REPUBLIKO, KRALJEVINO DANSKO, ZVEZNO REPUBLIKO NEMČIJO, REPUBLIKO ESTONIJO, HELENSKO REPUBLIKO, KRALJEVINO ŠPANIJO, FRANCOSKO REPUBLIKO, IRSKO, ITALIJANSKO REPUBLIKO, REPUBLIKO CIPER, REPUBLIKO LATVIJO, REPUBLIKO LITVO, VELIKIM VOJVODSTVOM LUKSEMBURG, REPUBLIKO MADŽARSKO, MALTO, KRALJEVINO NIZOZEMSKO, REPUBLIKO AVSTRIJO, REPUBLIKO POLJSKO, PORTUGALSKO REPUBLIKO, ROMUNIJO, REPUBLIKO SLOVENIJO, SLOVAŠKO REPUBLIKO, REPUBLIKO FINSKO, KRALJEVINO ŠVEDSKO, ZDRUŽENIM KRALJESTVOM VELIKA BRITANIJA IN SEVERNA IRSKA IN EVROPSKO INVESTICIJSKO BANKO, KI UREJA POSTOPKE PLAČIL IN POVRAČIL IZ GARANCIJ DRŽAV ČLANIC V KORIST EVROPSKE INVESTICIJSKE BANKE

#### 1. člen

Ratificira se Sporazum o upravljanju zaostalih plačil med Kraljevino Belgijo, Republiko Bolgarijo, Češko republiko, Kraljevino Dansko, Zvezno republiko Nemčijo, Republiko Estonijo, Helensko republiko, Kraljevino Španijo, Francosko republiko, Irsko, Italijansko republiko, Republiko Ciper, Republiko Latvijo, Republiko Litvo, Velikim vojvodstvom Luksemburg, Republiko Madžarsko, Malto, Kraljevino Nizozemsko, Republiko Avstrijo, Republiko Poljsko, Portugalsko republiko, Romunijo, Republiko Slovenijo, Slovaško republiko, Republiko Finsko, Kraljevino Švedsko, Združenim kraljestvom Velika Britanija in Severna Irska in Evropsko investicijsko banko, ki ureja postopke plačil in povračil iz garancij držav članic v korist Evropske investicijske banke, sestavljen 31. marca 2009 v Bruslu.

#### 2. člen

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

\*Priloga 1: »Seznam naslovov za namene 10. člena« je na vpogled v Sektorju za mednarodno pravo Ministrstva za zunanje zadeve in Sektorju za mednarodne finančne odnose Ministrstva za finance.

## ARREARS ADMINISTRATION AGREEMENT

between

The Kingdom of Belgium  
 The Republic of Bulgaria  
 The Czech Republic  
 The Kingdom of Denmark  
 The Federal Republic of Germany  
 The Republic of Estonia  
 The Hellenic Republic  
 The Kingdom of Spain  
 The French Republic  
 Ireland  
 The Italian Republic  
 The Republic of Cyprus  
 The Republic of Latvia  
 The Republic of Lithuania  
 The Grand Duchy of Luxembourg  
 The Republic of Hungary  
 Malta  
 The Kingdom of the Netherlands  
 The Republic of Austria  
 The Republic of Poland  
 The Portuguese Republic  
 Romania  
 The Republic of Slovenia  
 The Slovak Republic  
 The Republic of Finland  
 The Kingdom of Sweden

The United Kingdom of Great Britain and Northern Ireland  
 and

EUROPEAN INVESTMENT BANK  
 governing

procedures for payments and reimbursements  
 under Member States Guarantees in favour of the  
 EUROPEAN INVESTMENT BANK

THE KINGDOM OF BELGIUM,  
 THE REPUBLIC OF BULGARIA,  
 THE CZECH REPUBLIC,  
 THE KINGDOM OF DENMARK,  
 THE FEDERAL REPUBLIC OF GERMANY,  
 THE REPUBLIC OF ESTONIA,  
 THE HELLENIC REPUBLIC,  
 THE KINGDOM OF SPAIN,  
 THE FRENCH REPUBLIC,  
 IRELAND,  
 THE ITALIAN REPUBLIC,  
 THE REPUBLIC OF CYPRUS,  
 THE REPUBLIC OF LATVIA,  
 THE REPUBLIC OF LITHUANIA,  
 THE GRAND DUCHY OF LUXEMBOURG,  
 THE REPUBLIC OF HUNGARY,  
 MALTA,

## SPORAZUM O UPRAVLJANJU ZAOSTALIH PLAČIL

med

Kraljevino Belgijo,  
 Republiko Bolgarijo,  
 Češko republiko,  
 Kraljevino Dansko,  
 Zvezno republiko Nemčijo,  
 Republiko Estonijo,  
 Helensko republiko,  
 Kraljevino Španijo,  
 Francosko republiko,  
 Irsko,  
 Italijansko republiko,  
 Republiko Ciper,  
 Republiko Latvijo,  
 Republiko Litvo,  
 Velikim vojvodstvom Luksemburg,  
 Republiko Madžarsko,  
 Malto,  
 Kraljevino Nizozemsko,  
 Republiko Avstrijo,  
 Republiko Poljsko,  
 Portugalsko republiko,  
 Romunijo,  
 Republiko Slovenijo,  
 Slovaško republiko,  
 Republiko Finsko,  
 Kraljevino Švedsko,

Združenim kraljestvom Velika Britanija in Severna Irska  
 in

EVROPSKO INVESTICIJSKO BANKO,  
 ki ureja  
 postopke plačil in povračil  
 iz garancij držav članic v korist  
 EVROPSKE INVESTICIJSKE BANKE

KRALJEVINA BELGIJA,  
 REPUBLIKA BOLGARIJA,  
 ČEŠKA REPUBLIKA,  
 KRALJEVINA DANSKA,  
 ZVEZNA REPUBLIKA NEMČIJA,  
 REPUBLIKA ESTONIJA,  
 HELENSKA REPUBLIKA,  
 KRALJEVINA ŠPANIJA,  
 FRANCOSKA REPUBLIKA,  
 IRSKA,  
 ITALIJANSKA REPUBLIKA,  
 REPUBLIKA CIPER,  
 REPUBLIKA LATVIJA,  
 REPUBLIKA LITVA,  
 VELIKO VOJVODSTVO LUKSEMBURG,  
 REPUBLIKA MADŽARSKA,  
 MALTA,

THE KINGDOM OF THE NETHERLANDS,  
 THE REPUBLIC OF AUSTRIA,  
 THE REPUBLIC OF POLAND,  
 THE PORTUGUESE REPUBLIC,  
 ROMANIA,  
 THE REPUBLIC OF SLOVENIA,  
 THE SLOVAK REPUBLIC,  
 THE REPUBLIC OF FINLAND,  
 THE KINGDOM OF SWEDEN,  
 THE UNITED KINGDOM OF GREAT BRITAIN AND  
 NORTHERN IRELAND,

acting through the agencies respectively indicated in the Annex to the present Agreement and represented by the signatories respectively listed on the signature pages (each hereafter referred to as a "Guarantor" and together as "the Guarantors" or "Member States")

and

European Investment Bank having its Head Office at 100, boulevard Konrad Adenauer, L-2950 Luxembourg Kirchberg, Grand Duchy of Luxembourg, represented by Mr. Philippe Maystadt, President (hereafter referred to as the "Bank")

**WHEREAS:**

1. The Guarantors are parties to the Guarantee Agreement concluded with the Bank (hereafter called the "Guarantee Agreement" or "Guarantee") in respect of the Loans made by the Bank from its own resources under the Internal Agreement of 17 July 2006 (hereafter called the "Cotonou Internal Agreement II") relating to the financing of Community aid under the multi-annual financial framework for the period 2008 to 2013 in accordance with the Partnership Agreement signed in Cotonou (Benin) on 23 June 2000 between the European Community and its Member States and the African, Caribbean and Pacific States as revised in Luxembourg on 25 June 2005 (hereafter called the "Cotonou Partnership Agreement II") and on the allocation of financial assistance for the Overseas Countries and Territories to which part four of the EC Treaty applies under Council Decision 2001/822/EC of 27 November 2001 on the association of the Overseas Countries and Territories (hereafter called the "Association Decision") (together referred to herein as the "Cotonou Framework").

2. The Guarantee provides for subrogation of the Guarantors to the rights and remedies of the Bank against the Guaranteed Debtors to the extent that the Guarantors make a payment under the Guarantee.

3. The Guarantors and the Bank intend by means of the present Agreement (referred to in the Guarantee as the "Cotonou II Arrears Administration Agreement") to set out provisions and procedures for the recovery of claims in respect of Subrogated Sums.

4. The present Agreement further gives effect to the Guarantee which provides that where a Guarantor is subrogated to the rights and remedies of the Bank in relation to any Loan, the Bank and the Guarantor shall enter into an agreement for the Bank's administration and management of the Loan.

The present Agreement does not preclude the Bank and the Guarantors from making specific agreements for the management of individual Loans.

**IT IS HEREBY AGREED AS FOLLOWS:**

**Article 1**  
**Definitions**

In this Agreement:

"Agreement" means this Arrears Administration Agreement.

KRALJEVINA NIZOZEMSKA,  
 REPUBLIKA AVSTRIJA,  
 REPUBLIKA POLJSKA,  
 PORTUGALSKA REPUBLIKA,  
 ROMUNIJA,  
 REPUBLIKA SLOVENIJA,  
 SLOVAŠKA REPUBLIKA,  
 REPUBLIKA FINSKA,  
 KRALJEVINA ŠVEDSKA,  
 ZDRUŽENO KRALJESTVO VELIKA BRITANIJA IN SE-  
 VERNA IRSKA,

ki nastopajo prek agencij, naštetih v prilogi k sporazumu, in jih zastopajo podpisniki, navedeni na podpisnih straneh (v nadaljnjem besedilu posamezno »garant« ali skupaj »garanti« ali »države članice«),

in

Evropska investicijska banka s sedežem na 100, boulevard Konrad Adenauer, L-2950 Luxembourg Kirchberg, Veliko vovodstvo Luksemburg, ki jo zastopa predsednik g. Philippe Maystadt (v nadalnjem besedilu »banka«),

**SE GLEDE NA TO:**

1. da so garanti pogodbene garancijske pogodbe, sklenjene z banko (v nadalnjem besedilu »garancijska pogodba« ali »garancija«), za posojila, ki jih je banka dala iz svojih lastnih sredstev na podlagi Notranjega sporazuma z dne 17. julija 2006 (v nadalnjem besedilu »cotonoujski notranji sporazum II«), in se nanašajo na financiranje pomoči Skupnosti na podlagi večletnega finančnega okvira za obdobje od 2008 do 2013 v skladu s Sporazumom o partnerstvu, podpisanim 23. junija 2000 v Cotonouju (Benin) med Evropsko skupnostjo in njenimi državami članicami ter afriškimi, karibskimi in pacifiškimi državami, kakor je bil spremenjen v Luxembourgu 25. junija 2005 (v nadalnjem besedilu »cotonoujski sporazum o partnerstvu II«), ter o dodelitvi finančne pomoči čezmorskim državam in ozemljem, za katere velja četrti del Pogodbe ES na podlagi Sklepa Sveta 2001/822/ES z dne 27. novembra 2001 o pri-družitvi čezmorskih držav in ozemelj (v nadalnjem besedilu »sklep o pridružitvi«) (skupaj »cotonoujski okvir«);

2. da garancija predvideva prenos pravic in pravnih sredstev banke od dolžnikov z jamstvom na garante, če ti plačajo znesek na podlagi garancije;

3. da garanti in banka nameravajo s tem sporazumom (v garanciji imenovan »cotonoujski sporazum o upravljanju zaostalih plačil II«) sprejeti določbe in postopke za izterjavo zneskov prenesenih terjatev;

4. da ta sporazum omogoča tudi izvajanje garancije, ki določa, da ob garantovem prevzemu pravic in pravnih sredstev banke v zvezi s katerim koli posojilom banka in garant skleneta pogodbo o bankinem upravljanju in vodenju posojila;

da ta sporazum ne preprečuje banki in garantom skleniti posebnih sporazumov o vodenju posameznih posojil,

**DOGOVORIJO:**

**1. člen**  
**Pomen izrazov**

V tem sporazumu:

»sporazum« pomeni ta sporazum o upravljanju zaostalih plačil;

**“Call Date”** means the date on which a call is made on the Guarantors under the Guarantee.

**“Call Date Exchange Rate”** in respect of any currency means the rate of exchange between euros and that currency, as published by the European Central Bank at 2 PM Frankfurt time 5 EIB Business Days prior to the Call Date.

**“Borrower”** has the meaning ascribed to it in the Guarantee.

**“Default Date”** means the due date for payment of a sum owed by a Guaranteed Debtor under a Loan Agreement, and in respect of which no discharge has been received.

**“Default Sum”** means a sum owed by a Guaranteed Debtor under a Loan Agreement, and in respect of which the due date for payment has passed.

**“EIB Business Day”** means a day on which the Bank is open for normal business in Luxembourg.

**“EIB Financing Operation”** has the meaning ascribed to it in the Guarantee.

**“Guarantee Agreement”** or **“Guarantee”** has the meaning ascribed to it in the first Recital.

**“Guaranteed Debtor”** has the meaning ascribed to it in the Guarantee.

**“Guarantee Payment”** means a payment by a Guarantor to the Bank of Guaranteed Sums under the Guarantee.

**“Guaranteed Sum(s)”** has the meaning ascribed to it in the Guarantee.

**“Host Country”** has the meaning ascribed to it in the Guarantee.

**“Loan”** has the meaning ascribed to it in the Guarantee.

**“Loan Agreement”** has the meaning ascribed to it in the Guarantee.

**“Loan-loss Cover Account”** or **“LLCA”** means an account in euros to be constituted by the Bank in the name of the Guarantors, which is intended to mitigate risks assumed by the Member States under the Guarantee and shall be managed in accordance with the terms and conditions laid down by the Bank's governing bodies from time to time, as most recently approved on 12 June 2007. The LLCA shall be funded from (i) the income resulting from the application of risk-pricing on EIB Financing Operations, excluding ASLAS (as defined in the Guarantee) as approved by the Bank's governing bodies in accordance with its internal rules from time to time, (ii) Recovered Amounts and (iii) credit interest to be calculated at a daily interest rate, to be determined and notified by the Bank in accordance with the applicable principles from time to time laid down by the Bank's governing bodies, payable on a monthly basis. The LLCA shall be debited with (i) Guarantee Payments, pursuant to this Agreement, and (ii) the Recovery Administration Fee, provided there are sufficient funds in the account.

**“Member State Call Account”** or **“MSCA”** means an account in euros to be constituted by the Bank in the name of each Guarantor, which shall be managed in accordance with the terms and conditions laid down by the Bank's governing bodies from time to time, as most recently approved on 12 June 2007. The MSCAs shall be debited with (i) Guarantee Payments, pursuant to this Agreement, (ii) debit interest to be calculated at a daily interest rate, payable on a monthly basis, to be determined and notified by the Bank in accordance with the applicable principles from time to time laid down by the Bank's governing bodies and (iii) the Recovery Administration Fee. The MSCAs shall be credited by the Guarantors with (i) amounts equivalent to expected Guarantee Payments under the Guarantee and (ii) amounts in respect of any negative balance and accrued debit interest, and credited by the Bank with (i) Recovered Amounts and (ii) credit interest to be calculated at a daily interest rate, payable on a monthly basis, to be determined and notified by the Bank in accordance with the applicable principles from time to time laid down by the Bank's governing bodies.

**»dan poziva«** pomeni dan, ko so bili garanti pozvani na podlagi garancije;

**»menjalni tečaj na dan poziva«** za katero koli valuto pomeni menjalni tečaj med evrom in to valuto, kakor ga je objavila Evropska centralna banka ob 2. uri popoldne po frankfurtskem času pet delovnih dni EIB pred dnevom poziva;

**»posojilojemalec«** pomeni enako kakor v garancijski pogodbi;

**»dan neizpolnitve finančne obveznosti«** pomeni dan zapadlosti plačila zneska, ki ga dolžnik z jamstvom dolguje po posojilni pogodbi in še ni bil plačan;

**»zapadli neplačani znesek«** pomeni znesek, ki ga dolžnik z jamstvom dolguje po posojilni pogodbi, dan plačila pa je že potekel;

**»delovni dan EIB«** pomeni dan, ko banka običajno posluje v Luxembourg;

**»posel financiranja EIB«** pomeni enako kakor v garancijski pogodbi;

**»garancijska pogodba«** ali **»garancija«** pomeni enako kakor v prvi uvodni navedbi;

**»dolžnik z jamstvom«** pomeni enako kakor v garancijski pogodbi;

**»plačilo na podlagi garancije«** pomeni plačilo zneska z jamstvom, ki ga garant plača banki na podlagi garancijske pogodbe;

**»znesek ali zneski z jamstvom«** pomeni enako kakor v garancijski pogodbi;

**»država gostiteljica«** pomeni enako kakor v garancijski pogodbi;

**»posojilo«** pomeni enako kakor v garancijski pogodbi;

**»posojilna pogodba«** pomeni enako kakor v garancijski pogodbi;

**»račun za kritje izgub pri posojilih«** ali **»RKIP«** pomeni račun v evrih, ki ga odpre banka v imenu garantov, katerega namen je zmanjšati tveganja, ki jih države članice prevzamejo na podlagi garancije, in se vodi v skladu s pogoji, ki jih občasno določijo organi upravljanja banke, kakor so bili nazadnje odobreni 12. junija 2007. Na RKIP se stekajo (i) prihodki iz pribitka na podlagi ocene kreditnega tveganja pri posloih financiranja EIB, razen PZPP (opredeljenih v garancijski pogodbi), ki jih občasno odobrijo organi upravljanja banke v skladu z notranjimi pravili, (ii) izterjani zneski in (iii) obresti kredita, izračunane po dnevni obrestni meri, ki jo določi in sporoči banka v skladu z veljavnimi načeli, ki jih občasno določijo organi upravljanja banke, in se plačujejo mesečno. RKIP se bremeniti za (i) plačila na podlagi garancije po tem sporazumu in (ii) provizijo za izterjavo, če je na računu dovolj sredstev;

**»odprt račun države članice«** ali **»ORDČ«** pomeni račun v evrih, ki ga odpre banka v imenu posameznega garanta, in se vodi v skladu s pogoji, ki jih občasno določijo organi upravljanja banke, nazadnje odobrenimi 12. junija 2007. ORDČ se bremeniti za (i) plačila na podlagi garancije po tem sporazumu, (ii) obresti negativnega stanja, izračunane po dnevni obrestni meri, ki se plačujejo mesečno, in jih določi in sporoči banka v skladu z veljavnimi načeli, ki jih občasno določijo organi upravljanja banke, in (iii) provizijo za izterjavo. Garanti na ORDČ nakažejo (i) zneske v višini pričakovanih plačil na podlagi garancije po garancijski pogodbi in (ii) zneske v zvezi z negativnim stanjem ter natečenimi obrestmi negativnega stanja, banka pa na njih nakaže (i) izterjane zneske in (ii) obresti pozitivnega stanja, izračunane po dnevni obrestni meri, ki se plačujejo mesečno, ter jih določi in sporoči banka v skladu z veljavnimi načeli, ki jih občasno določijo organi upravljanja banke;

**“Recovery Administration Fee” or “Fee”** means a fee as defined under Article 5 of this Agreement.

**“Recovered Amounts”** means the part of a Subrogated Sum actually recovered by and paid to the Bank.

**“Recovery Date Exchange Rate”** means the rate of exchange between euros and the currency of the amount recovered against a Default Sum, as published by the European Central Bank at 2 PM Frankfurt time 5 EIB Business Days after the date on which the relevant amount is recovered and is freely available to the Bank.

**“Third-Party Guarantee”** has the meaning ascribed to it in the Guarantee.

**“Third-Party Guarantor”** has the meaning ascribed to it in the Guarantee.

**“Subrogated Sum”** means a sum to which the Guarantors are entitled by virtue of a payment made by the Guarantors to the Bank under the Guarantee.

In this Agreement, unless the context otherwise requires:

(a) headings are for convenience only and do not affect the interpretation of this Agreement;

(b) words importing the singular include the plural and vice versa; and

(c) a reference to an Article, a party or an Annex is a reference to that Article of, or that party or Annex to this Agreement.

## Article 2

### Scope of the Agreement

2.01 This Agreement sets out provisions and procedures for the recovery of claims in respect of Subrogated Sums.

2.02 This Agreement shall apply to any Guarantee granted by the Guarantors to the Bank in respect of Guaranteed Sums provided that the Guarantors and the Bank expressly so agree in writing. Each party hereby declares to so agree, subject to any amendment to this Agreement as may be subsequently agreed by the parties.

2.03 Each Guarantor confirms its obligations as expressed in the Guarantee and appoints the Bank to administer Subrogated Sums for the purpose of effecting recovery in accordance with the terms and conditions of this Agreement.

## Article 3

### Terms of Payment

3.01 When a Default Sum arises under a Loan Agreement and remains outstanding for a period of approximately 5 months, the Bank shall make a call under the Guarantee in respect thereof.

3.02 The Bank shall make a call in respect of a Guaranteed Sum in accordance with and pursuant to the terms of the Guarantee. The Guaranteed Sum demanded by the Bank under the Guarantee shall be expressed in euros and shall be calculated at the Call Date Exchange Rate. The time for payment by the Guarantors of a Guaranteed Sum shall be as specified in the Guarantee.

3.03 The Bank shall apply funds held in the LLCA in discharge of the Guaranteed Sum on the Call Date. To the extent that the funds in the LLCA are not sufficient to discharge the Guaranteed Sum in full, the Bank shall on the Call Date withdraw from each MSCA an amount in proportion to the Guarantors' respective participation as provided in the Guarantee. Debit interest will accrue and be payable on any resulting negative MSCA balance. Each Guarantor must pay to the Bank any resulting negative balance on its MSCA under that call within the time for payment by the Guarantors of a Guaranteed Sum, as specified in the Guarantee. Debit interest accrued on the MSCAs shall be payable by the Guarantors each year by 31<sup>st</sup> of December, at the latest.

»provizija za izterjavo« ali »provizija« pomeni provizijo, kakor je določena v 5. členu tega sporazuma;

»izterjani zneski« pomeni tisti del zneska prenesenih terjatev, ki ga je banka dejansko izterjala in je bil plačan;

»menjalni tečaj na dan izterjave« pomeni menjalni tečaj med evrom in valuto izterjanega zneska glede na zapadli neplačani znesek, kakor ga je objavila Evropska centralna banka ob 2. uri popoldne po frankfurtskem času pet delovnih dni EIB po dnevu, ko je bil ta znesek izterjan in s katerim banka prosto razpolaga;

»garancija tretje osebe« pomeni enako kakor v garancijski pogodbi;

»garant kot tretja oseba« pomeni enako kakor v garancijski pogodbi;

»znesek prenesene terjatve« pomeni znesek, do katerega so upravičeni garanti zaradi plačila, ki so ga na podlagi garancije nakazali banki.

Razen če sobesedilo ne zahteva drugače, v tem sporazumu:

(a) so naslovi namenjeni zgolj boljši preglednosti in ne vplivajo na razlago tega sporazuma;

(b) besede v ednini vključujejo množino in nasprotno;

(c) sklicevanje na neki člen, stranko ali prilogo pomeni sklicevanje na člen, stranko ali prilogo tega sporazuma.

## 2. člen

### Predmet sporazuma

2.01 Sporazum vsebuje določbe in postopke za izterjavo zneskov prenesenih terjatev.

2.02 Sporazum velja za vsako garancijo, ki so jo garanti dali banki v zvezi z zneski z jamstvom, če se garanti in banka tako izrecno pisno dogovorijo. Vsaka stranka s tem izjavi, da se strinja s tem, razen s spremembami tega sporazuma, ki bodo morda dogovorjene pozneje.

2.03 Vsak garant potrjuje svoje obveznosti iz garancije in pooblašča banko, da upravlja zneske prenesenih terjatev z namenom izterjave v skladu s pogoji iz tega sporazuma.

## 3. člen

### Plaćilni pogoji

3.01 Kadar zapadli neplačani znesek iz posojilne pogodbe ostane neporavnан približno pet mesecev, banka zanj uveljavlja garancijo.

3.02 Banka za znesek z jamstvom uveljavlja garancijo v skladu in pod pogoji iz garancije. Znesek z jamstvom, ki ga na podlagi garancije zahteva banka, je izražen v evrih in izračunan po menjalnem tečaju na dan poziva. Rok garantovega plačila zneska z jamstvom je določen v garanciji.

3.03 Banka na dan poziva za poravnava zneska z jamstvom uporabi sredstva z RKIP. Če na RKIP ni dovolj sredstev za poravnava celotnega zneska z jamstvom, banka na dan poziva z vsakega ORDČ črpa sorazmerni znesek deleža posameznega garanta, določenega v garanciji. Za vsako nastalo negativno stanje na ORDČ se obračunajo in plačajo obresti negativnega stanja. Vsak garant mora banki na ta poziv v roku za plačilo zneskov z jamstvom iz garancije poravnati nastalo negativno stanje na svojem ORDČ. Garanti najpozneje do 31. decembra vsako leto plačajo obračunane obresti negativnega stanja na ORDČ.

3.04 The Bank shall generate an account statement in respect of each call under a Guarantee, informing the Guarantor of the amounts applied from the LLCA and the MSCAs in respect of the Guaranteed Sums and the resulting balance of the LLCA and MSCAs.

3.05 By 30<sup>th</sup> of April of each year, the Bank shall provide each Guarantor with a report setting out:

- (i) a non-exhaustive forecast of expected calls under the Guarantee for the current calendar year;
- (ii) the recovery proceeding(s) initiated on behalf of and in the name of the Guarantor during the previous calendar year; and
- (iii) LLCA and MSCA account statements (including any accrued interest).

Additionally, the Bank shall provide the Guarantors with an electronic account statement at each relevant LLCA and MSCA movement.

#### Article 4

##### Procedure following Recoveries

4.01 Whenever a Guarantor is subrogated to the rights and remedies of the Bank under and pursuant to a payment made under the Guarantee, the Bank shall without undue delay initiate recovery proceedings on behalf and in the name of the Guarantor.

4.02 Recovery proceedings undertaken by the Bank for a Subrogated Sum shall be carried out in a manner consistent with the care and diligence applied to recovery proceedings initiated for any sums to be recovered in relation to projects financed by the Bank without the Guarantors' Guarantee.

4.03 Where the Bank recovers any part of a Subrogated Sum for the account of the Guarantors, the Bank shall without undue delay repay into the LLCA an amount equivalent to the amounts applied from the LLCA in discharge of the Default Sum, less the amount of the Fee due under Article 5. Any amount remaining shall be distributed to the MSCAs in proportion to the Guarantors' respective participation as provided in the Guarantee, less the amount of the Fee due under Article 5. The Bank shall, if necessary, convert the recovered sum into euros and shall, for this purpose, apply the Recovery Date Exchange Rate.

4.04 In the cases described in Article 5.05 of the Guarantee and if requested to do so by the Guarantors, should the value of a deposit or equivalent financial asset have diminished at the time when such deposit or equivalent financial asset made available by the Guaranteed Debtor for loans in the host country, being a Subrogated Sum, becomes transferable or convertible, the Bank shall make use of any rights and remedies conferred on it under and pursuant to a framework agreement entered into between the Bank and the Host Government, in order to seek to recover an amount corresponding to the amount of the devaluation.

4.05 Subject to the instructions of a Guaranteed Debtor, the Bank may allocate any amount recovered in respect of a Default Sum owed by that Guaranteed Debtor in or towards the discharge of the same or any other Default Sum owed by the Guaranteed Debtor. For this purpose, the Bank may effect the conversions of currency that it may deem necessary.

#### Article 5

##### Remuneration of the Bank

5.01 By way of remuneration for the Bank's services to the Guarantors under this Agreement and, in particular, for any temporary exchange risk incurred, each Guarantor shall severally pay to the Bank its respective share of the Recovery Administration Fee.

3.04 Banka za vsak poziv na podlagi garancije pripravi izpiske stanja, s katerim garanta obvesti o zneskih, ki so bili v zvezi z zneski z jamstvom črpani z RKIP in ORDČ, ter o novem stanju na RKIP in ORDČ.

3.05 Banka vsako leto do 30. aprila vsakemu garantu pošlje poročilo, ki vsebuje:

- (i) okvirno napoved predvidenih pozivov na podlagi garancije za tekoče koledarsko leto;
- (ii) postopek(-ke) izterjave, ki ga (jih) je v imenu in za račun garanta začela banka v preteklem koledarskem letu, in
- (iii) izpiske stanja na RKIP in ORDČ (vključno z obračunanimi obrestmi).

Poleg tega banka garantom pošlje elektronski izpisek za vsako spremembo na RKIP in ORDČ.

#### 4. člen

##### Postopek po izterjavi

4.01 Kadar garant prevzame pravice in pravna sredstva banke na podlagi in v skladu s plačilom po garanciji, banka brez nepotrebnega odlašanja začne postopek izterjave za račun in v imenu garanta.

4.02 Postopek izterjave, ki ga za znesek prenesene terjatve opravi banka, mora potekati z enako skrbnostjo in prizadevnostjo kakor postopki izterjave za druge zneske v zvezi s projekti, ki jih financira banka brez garancije garanta.

4.03 Kadar banka izterja del zneska prenesene terjatve za garanta, brez nepotrebnega odlašanja na RKIP vrne znesek, ki je enak vsoti zneskov, plačanih z RKIP v zvezi z zapadlim neplačanim zneskom, od katerega odšteje provizijo iz 5. člena. Morebitni preostali znesek porazdeli med ORDČ sorazmerno z dejanskimi deleži garantov, določenimi v garanciji, odšteje pa provizijo iz 5. člena. Banka po potrebi pretvoriti izterjani znesek v evre in za ta namen uporabi menjalni tečaj na dan izterjave.

4.04 Banka v primerih iz člena 5.05 garancijske pogodbe in na zahtevo garantom uporabi vse pravice in pravna sredstva, ki jih ima na voljo v skladu z okvirnim sporazumom med banko in vlado gostiteljico, da izterja znesek v višini zmanjšane vrednosti, če se je vrednost depozita ali enakovrednega finančnega premoženja zmanjšala takrat, ko tak depozit ali enakovredno finančno premoženje, ki ga je dolžnik z jamstvom dal na razpolago za posojila v državi gostiteljici kot znesek prenesene terjatve, postane prenosljivo ali zamenljivo.

4.05 Banka lahko po navodilih dolžnika z jamstvom uporabi kateri koli izterjani znesek v zvezi z zapadlim neplačanim zneskom, ki ga dolguje dolžnik z jamstvom, za poravnavo tega ali katerega koli drugega zapadlega neplačanega zneska, ki ga dolguje dolžnik z jamstvom. Za ta namen lahko banka opravi pretvorbe valut, za katere meni, da so potrebne.

#### 5. člen

##### Nadomestilo banki

5.01 Kot nadomestilo banki za njene storitve garantom na podlagi tega sporazuma in zlasti zaradi začasno nastalega tečajnega tveganja vsak garant banki plača svoj delež provizije za izterjavo.

The Fee shall be calculated at the rate of 2% p.a. as may be revised and notified by the Bank in accordance with the applicable principles from time to time laid down by the Bank's governing bodies and shall be charged from day to day on the outstanding amount of each Guaranteed Sum less any recoveries obtained. It shall be payable for the period running from the due date of the Default Sum to the date on which the Bank recovers the last amount outstanding in respect thereof.

The Fee shall be calculated on the basis of a month of 30 days and a year of 360 days.

The Fee shall be payable in a single instalment on each date on which any portion of a Guaranteed Sum is recovered. The Fee shall be payable in euros and be calculated at the Recovery Date Exchange Rate.

5.02 Five years from the date of entry into force of this Agreement and thereafter at convenient periodic intervals, the Bank shall, if it deems it appropriate, propose a revision of the rate for calculation of the Fee mentioned in this Article 5. This revision shall take account of changes in the volume of work involved in the execution of this Agreement and other relevant factors. Such revision may be upward or downward. Any downward revision shall take immediate effect. Any upward revision shall take effect upon receipt by the Bank of the consents of 75% by weight of the Guarantors, calculated as provided for in Article 9. The Guarantors shall not unreasonably withhold or delay their consent.

## Article 6

### Release from Administration Duty

6.01 The Bank shall be released from its duties of administration of a Subrogated Sum in the following circumstances:

(a) where, by a decision, having the consent of Guarantors holding 75% or more by value of the Guarantors' aggregate entitlement to the Subrogated Sum, as determined pursuant to Article 9, the Guarantors authorise the Bank to suspend/abandon further action in relation thereto, other than to remit amounts recovered; or

(b) where the Bank renounces its duties in respect of a Subrogated Sum by communication to the Guarantors made at any time after the later of (i) the 12<sup>th</sup> anniversary of the due date for payment and (ii) the date falling 9 months from the due date for the last scheduled repayment under the relevant Loan Agreement.

6.02 For the purposes of this Article 6, the Bank shall suspend action towards the Guaranteed Debtor from the date on which the Bank is in receipt of sufficient consents to form the required majority or, as the case may be, the date on which the Bank gives to the Guarantors notice of renunciation, provided that suspension shall not prejudice the Bank's obligation to preserve the Guaranteed Debtor's liability for the Default Sum and shall not prejudice the Bank's obligation to maintain the accounts in connection with the Default Sum pursuant to this Agreement. The Bank shall promptly inform the Guarantors of the suspension. The suspension is irreversible.

6.03 If the Bank is released from its duty to endeavour to recover a Subrogated Sum, the Guarantors shall pay the residual Fee accrued up to the date of the release. However, if the Bank is released from its duty in connection with a Subrogated Sum by reason of a general programme of discharge, for example under the programme for heavily indebted poor countries (HIPC), the Recovery Administration Fee shall be payable at the rate of 1% p.a., as may be revised and notified by the Bank in accordance with the applicable principles from time to time laid down by the Bank's governing bodies, instead of the rate mentioned in Article 5. The residual Fee is payable and shall be debited from the LLCA and/or MSCAs 2 months from the date upon which the Bank's duty has ceased, as notified to the Guarantors by the Bank.

Provizija znaša 2% letno, banka pa jo lahko spremeni in sporoči v skladu z veljavnimi načeli, ki jih občasno določijo organi upravljanja banke, ter se dnevno obračunava na neporavnani znesek vsakega zneska z jamstvom, zmanjšan za že izterjane zneske. Provizija se plačuje za obdobje od dneva zapadlosti zapadlega neplačanega zneska do dne, ko banka izterja zadnji neporavnani znesek.

Pri izračunu provizije se šteje, da ima mesec 30 dni in leto 360 dni.

Provizija se plačuje v enem znesku na vsak tisti dan, ko je izterjan del zneska z jamstvom. Provizija se plačuje v evrih in se obračuna po menjalnem tečaju na dan izterjave.

5.02 Pet let po uveljavitvi tega sporazuma in nato v ustreznih časovnih presledkih banka, če meni, da je to primereno, predlaga spremembo odstotka provizije iz tega 5. člena. Sprememba upošteva spremenjeni obseg dela v zvezi z izvajanjem tega sporazuma in druge s tem povezane dejavnike. Sprememba lahko pomeni zvišanje ali znižanje provizije. Vsako znižanje provizije začne veljati takoj. Vsako zvišanje provizije pa začne veljati, ko banka prejme soglasje 75% ponderiranih glasov garantov, izračunanih v skladu z 9. členom. Garanti ne smejo neupravičeno odreči ali zavlačevati soglasja.

## 6. člen

### Odveza od dolžnosti upravljanja

6.01 Banka je odvezana svoje dolžnosti upravljanja zneska prenesene terjatve v naslednjih okoliščinah:

(a) kadar garanti, ki imajo 75% ali več skupne pravice garantov do zneska prenesene terjatve, kakor je določeno v 9. členu, pooblastijo banko, da odloži/opusti nadaljnje ukrepanje v zvezi s tem, razen nakazila izterjanih zneskov; ali

(b) kadar banka s sporočilom garantom prekliče svoje dolžnosti, povezane z zneskom prenesene terjatve, kadar koli po (i) 12 letih od dneva zapadlosti plačila ali (ii) devetih mesecih po dnevu zapadlosti zadnjega predvidenega vračila iz posojilne pogodbe, kar je pač pozneje.

6.02 Za namene 6. člena banka preneha ukrepati proti dolžniku z jamstvom od dneva, ko prejme zadostno soglasje, ki predstavlja zahtevano večino ali, odvisno od primera, od dneva, ko garante obvesti o prenehanju ukrepanja, pod pogojem, da tako prenehanje ne vpliva na dolžnosti banke, da se ohranijo obveznosti dolžnika z jamstvom v zvezi z zapadlim neplačanim zneskom, ter ne vpliva na obveznost banke za vodenje računov v zvezi z zapadlim neplačanim zneskom po tem sporazumu. Banka o prenehanju ukrepanja takoj obvesti garante. Prenehanje ukrepanja je nepreklicno.

6.03 Če je banka odvezana dolžnosti prizadevati si za izterjavo zapadlega neplačanega zneska, garanti plačajo preostalo provizijo, nastalo do dne odveze. Če pa je banka odvezana svoje dolžnosti v zvezi z zneskom prenesenih terjatev zaradi splošnega odpisa dolgov, na primer po programu za zelo zadolžene revne države (HIPC), se namesto po stopnji iz 5. člena plača provizija za izterjavo v višini 1% letno, banka pa jo lahko spremeni in sporoči v skladu z veljavnimi načeli, ki jih občasno določijo organi upravljanja banke. Preostala provizija se plača ali se bremenji RKIP in/ali ORDČ dva meseca po prenehanju dolžnosti banke, o čemer banka obvesti garante.

**Article 7****Taxes and Expenses**

7.01 The Guarantors shall indemnify the Bank for all taxes incurred by the Bank in the carrying out of its duties under this Agreement. The Bank shall account for any eventual reimbursement of taxes from other sources.

7.02 In addition to any fee which may be payable under Article 5, the Guarantors shall, in proportion to their respective shares in Guarantee Sums, and up to the aggregate limit of 2% of the Default Sum laid down by article 1.01 of the Guarantee, indemnify the Bank for all external expenses reasonably incurred by the Bank. The said limit shall not apply where the Bank gives to the Guarantors prior written notice that it will incur expenses which may exceed the limit but which it believes will increase the net sum recovered. This indemnity shall be limited to expenses for obtaining from third parties advice and services that the staff of the Bank could not reasonably provide. The Bank may deduct such expenses from any amount recovered against any Subrogated Sum. It shall render accounts to the Guarantors. The Guarantors' obligations are conditional upon the Bank having first endeavoured and failed during a period of 90 days to obtain reimbursement of the expenses from the Guaranteed Debtor. The Bank shall continue to seek reimbursement from the Guaranteed Debtor, notwithstanding payment by the Guarantors.

**Article 8****Law and Jurisdiction**

8.01 The rights and duties of the parties to this Agreement shall be governed by the general principles common to the laws of the Member States. Any dispute between the parties to this Agreement that is not promptly and amicably resolved shall be referred for decision to the Court of Justice of the European Communities pursuant to Article 238 of the EC Treaty.

**Article 9****Amendments**

9.01 Any amendment to this Agreement shall be concluded with the consent of the Bank and by favourable decision of 75% by weight of the Guarantors, as calculated by reference to the respective percentage liability of each Guarantor as set out in Annex 2 of the Guarantee. Each Guarantor individually agrees to be bound by any amendment so decided.

**Article 10****Notices and Communications**

10.01 Notices and other communications given hereunder to the Guarantors or to the Bank shall be sent by facsimile or by registered letter addressed to the recipient at its address set out below:

For the Guarantor: Its respective address set out in the Annex 1  
For the Bank: 100, boulevard Konrad Adenauer  
L-2950 Luxembourg

Any change to the addresses as listed above shall have effect only after such change has been notified in writing to the other parties.

The Recitals and the Annexes form an integral part of this Agreement.

**Article 11****Signature of Agreement**

11.01 This Agreement will be binding in respect of each Guarantor immediately upon its valid signature or ratification of the Agreement.

11.02 The authentic texts of this Agreement shall be in English, French and German. This Agreement shall be signed in one original in each of the three authentic languages.

**7. člen****Davki in stroški**

7.01 Garanti banki povrnejo vse davke, ki bremenijo banko pri izvajanju njenih dolžnosti po tem sporazumu. Banka izkaže morebitna vračila davkov iz drugih virov.

7.02 Poleg morebitne provizije, ki se lahko plača v skladu s 5. členom, garanti sorazmerno s svojimi deleži v zneskih z jamstvom in do zgornje meje 2% zapadlega neplačanega zneska, določene v členu 1.01 garancije, banki povrnejo vse njene upravičene zunanje stroške. Ta zgornja meja pa ne velja, kadar banka vnaprej pisno obvesti garante, da utegnejo njeni stroški preseči zgornjo mejo, vendar pa se bo po njenem mnenju zvišal tudi izterjani neto znesek. Povračilo stroškov je omejeno na stroške svetovanja in storitev tretjih oseb, ki jih osebje banke ne more ustrezno zagotoviti. Banka lahko takšne stroške odšteje od katerega koli izterjanega zneska prenesene terjatve. Banka garantom predloži izkaze. Obveznost garantov nastane šele potem, ko si je banka neuspešno 90 dni prizadevala izterjati povračilo stroškov od dolžnika z jamstvom. Ne glede na plačilo garantov si banka še naprej prizadeva za vračilo stroškov od dolžnika z jamstvom.

**8. člen****Pravo, ki se uporablja, in sodna pristojnost**

8.01 Za pravice in obveznosti pogodbenic tega sporazuma veljajo splošna načela, skupna pravu držav članic. Spori med pogodbenicami tega sporazuma, ki niso brez odlašanja rešeni po mirni poti, se predložijo v odločanje Sodišču Evropskih skupnosti v skladu z 238. členom Pogodbe o ES.

**9. člen****Spremembe**

9.01 Spremembe tega sporazuma se sklenejo s soglasjem banke in pozitivno odločitvijo 75% ponderiranih glasov garantov, izračunanih glede na odstotek obveznosti posameznega garanta iz priloge 2 h garancijski pogodbi. Vsak garант posamično soglaša, da so tako sprejetе spremembe zanj vezujuče.

**10. člen****Obvestila in sporočila**

10.01 Obvestila in druga sporočila, dana po tem sporazu mu garantom ali banki, se pošlejo po faksu ali s priporočenim pismom na navedene naslove prejemnikov:

|             |  |
|-------------|--|
| za garanta: | naslov iz priloge 1,                                 |
| za banko:   | 100, boulevard Konrad Adenauer<br>L-2950 Luxembourg. |

Morebitne spremembe navedenih naslovov začnejo učinkovati šele, ko so bile o njih druge strani pisno obveščene.

Uvodne navedbe in priloge so sestavni del tega sporazuma.

**11. člen****Podpis sporazuma**

11.01 Sporazum postane zavezujoč za vsakega garanta takoj po veljavnem podpisu ali ratifikaciji.

11.02 Verodostojna besedila tega sporazuma so v angleškem, francoskem in nemškem jeziku. Ta sporazum se podpiše v enem izvirniku v vsakem od teh treh verodostojnih jezikov.

11.03 The originals shall be deposited at the Bank. The Bank shall send certified copies of the originals in the three authentic languages to each Guarantor bound by this Agreement.

IN WITNESS WHEREOF each of the parties hereto has caused this Guarantee to be signed by its authorised signatory on the date hereafter respectively provided.

Signed on behalf of The Kingdom of Belgium  
by: REYNDERS Didier, (s)  
date: 8. 7. 2008  
Name of signatory: REYNDERS Didier

Signed on behalf The Republic of Bulgaria  
by: Plamen ORESHARSKI, (s)  
date: 8. 7. 2008  
Name of signatory: Plamen ORESHARSKI

Signed on behalf of The Czech Republic  
by: Miroslav KALOUSEK, (s)  
date: 7. 10. 2008  
Name of signatory: Miroslav KALOUSEK

Signed on behalf of The Kingdom of Denmark  
by: Claus GRUBE, (s)  
date: 8. 7. 2008  
Name of signatory: Claus GRUBE

Signed on behalf of The Federal Republic of Germany  
by: Edmund DUCKWITZ, (s)  
date: 20. 11. 2008  
Name of signatory: Edmund DUCKWITZ

Signed on behalf of The Republic of Estonia  
by: Ivar SIKK, (s)  
date: 11. 3. 2009  
Name of signatory: Ivar SIKK

Signed on behalf of The Hellenic Republic  
by: Armagou IOULIA, (s)  
date: 12. 12. 2008  
Name of signatory: Armagou IOULIA

Signed on behalf of The Kingdom of Spain  
by: Pedro SOLBES, (s)  
date: 3. 11. 2008  
Name of signatory: Pedro SOLBES

Signed on behalf of The French Republic  
by: Christine LAGARDE, (s)  
date: 15. 7. 2008  
Name of signatory: Christine LAGARDE

Signed on behalf of Ireland  
by: Brian LENIHAN, (s)  
date: 4. 11. 2008  
Name of signatory: Brian LENIHAN

Signed on behalf of The Italian Republic  
by: Carlo MONTICELLI, (s)  
date: 10. 3. 2009  
Name of signatory: Carlo MONTICELLI

Signed on behalf of The Republic of Cyprus  
by: Kyriacos KAKOURIS, (s)  
date: 26. 3. 2009  
Name of signatory: Kyriacos KAKOURIS

11.03 Izvirnike hrani banka. Banka vsem garantom, ki jih zavezuje ta sporazum, pošlje overjene kopije izvirov v teh treh verodostojnih jezikih.

V DOKAZ NAVEDENEGA so pooblaščeni podpisniki podgovornic podpisali to garancijsko pogodbo na spodaj navedene datume.

Podpisal v imenu Kraljevine Belgije:  
REYNDERS Didier, I.r.  
datum: 8. 7. 2008  
ime in priimek podpisnika: REYNDERS Didier

Podpisal v imenu Republike Bolgarije:  
Plamen ORESHARSKI, I.r.  
datum: 8. 7. 2008  
ime in priimek podpisnika: Plamen ORESHARSKI

Podpisal v imenu Češke republike:  
Miroslav KALOUSEK, I.r.  
datum: 7. 10. 2008  
ime in priimek podpisnika: Miroslav KALOUSEK

Podpisal v imenu Kraljevine Danske:  
Claus GRUBE, I.r.  
datum: 8. 7. 2008  
ime in priimek podpisnika: Claus GRUBE

Podpisal v imenu Zvezne republike Nemčije:  
Edmund DUCKWITZ, I.r.  
datum: 20. 11. 2008  
ime in priimek podpisnika: Edmund DUCKWITZ

Podpisal v imenu Republike Estonije:  
Ivar SIKK, I.r.  
datum: 11. 3. 2009  
ime in priimek podpisnika: Ivar SIKK

Podpisala v imenu Helenske republike:  
Armagou IOULIA, I.r.  
datum: 12. 12. 2008  
ime in priimek podpisnice: Armagou IOULIA

Podpisal v imenu Kraljevine Španije:  
Pedro SOLBES, I.r.  
datum: 3. 11. 2008  
ime in priimek podpisnika: Pedro SOLBES

Podpisala v imenu Francoske republike:  
Christine LAGARDE, I.r.  
datum: 15. 7. 2008  
ime in priimek podpisnice: Christine LAGARDE

Podpisal v imenu Irske:  
Brian LENIHAN, I.r.  
datum: 4. 11. 2008  
ime in priimek podpisnika: Brian LENIHAN

Podpisal v imenu Italijanske republike:  
Carlo MONTICELLI, I.r.  
datum: 10. 3. 2009  
ime in priimek podpisnika: Carlo MONTICELLI

Podpisal v imenu Republike Ciper:  
Kyriacos KAKOURIS, I.r.  
datum: 26. 3. 2009  
ime in priimek podpisnika: Kyriacos KAKOURIS

Signed on behalf of The Republic of Latvia  
by: Normunds POPENS, (s)  
Subject to ratification  
date: 25. 2. 2009  
Name of signatory: Normunds POPENS

Signed on behalf of The Republic of Lithuania  
by: Miglė TUSKIENĖ, (s)  
date: 22. 1. 2009  
Name of signatory: Miglė TUSKIENĖ

Signed on behalf of The Grand Duchy of Luxembourg  
by: Jean-Claude JUNCKER, (s)  
date: 8. 7. 2008  
Name of signatory: Jean-Claude JUNCKER

Signed on behalf of The Republic of Hungary  
by: János VERES, (s)  
date: 7. 10. 2008  
Name of signatory: János VERES

Signed on behalf of Malta  
by: Alfred CAMILLERI, (s)  
date: 8. 7. 2008  
Name of signatory: Alfred CAMILLERI

Signed on behalf of The Kingdom of the Netherlands  
by: Pim VAN BALLEKOM, (s)  
date: 21. 10. 2008  
Name of signatory: Pim VAN BALLEKOM

Signed on behalf of The Republic of Austria  
by: Thomas WIESER, (s)  
date: 7. 7. 2008  
Name of signatory: Thomas WIESER

Signed on behalf of The Republic of Poland  
by: Jacek DOMINIĆ, (s)  
date: 3. 2. 2009  
Name of signatory: Jacek DOMINIĆ

Signed on behalf of The Portuguese Republic  
by: Durães CONCEIÇÃO, (s)  
date: 28. 1. 2009  
Name of signatory: Durães CONCEIÇÃO

Signed on behalf of Romania  
by: Eugen Orlando TEODOROVICI, (s)  
date: 21. 10. 2008  
Name of signatory: Eugen Orlando TEODOROVICI

Signed on behalf of The Republic of Slovenia  
by: Rok ZAGORSKI, (s)  
date: 30. 12. 2008  
Name of signatory: Rok ZAGORSKI

Signed on behalf of The Slovak Republic  
by: Maroš ŠEFČOVIČ, (s)  
date: 29. 10. 2008  
Name of signatory: Maroš ŠEFČOVIČ

Signed on behalf of The Republic of Finland  
by: Pasi HELLMAN, (s)  
date: 30. 7. 2008  
Name of signatory: Pasi HELLMAN

Signed on behalf of The Kingdom of Sweden  
by: Sven-Olof PETERSSON, (s)  
date: 23. 7. 2008  
Name of signatory: Sven-Olof PETERSSON

Podpisal v imenu Republike Latvije:  
Normunds POPENS, l.r.  
S pridržkom ratifikacije  
datum: 25. 2. 2009  
ime in priimek podpisnika: Normunds POPENS

Podpisala v imenu Republike Litve:  
Miglė TUSKIENĖ, l.r.  
datum: 22. 1. 2009  
ime in priimek podpisnice: Miglė TUSKIENĖ

Podpisal v imenu Velikega vojvodstva Luksemburg:  
Jean-Claude JUNCKER, l.r.  
datum: 8. 7. 2008  
ime in priimek podpisnika: Jean-Claude JUNCKER

Podpisal v imenu Republike Madžarske:  
János VERES, l.r.  
datum: 7. 10. 2008  
ime in priimek podpisnika: János VERES

Podpisal v imenu Malte:  
Alfred CAMILLERI, l.r.  
datum: 8. 7. 2008  
ime in priimek podpisnika: Alfred CAMILLERI

Podpisal v imenu Kraljevine Nizozemske:  
Pim VAN BALLEKOM, l.r.  
datum: 21. 10. 2008  
ime in priimek podpisnika: Pim VAN BALLEKOM

Podpisal v imenu Republike Avstrije:  
Thomas WIESER, l.r.  
datum: 7. 7. 2008  
ime in priimek podpisnika: Thomas WIESER

Podpisal v imenu Republike Poljske:  
Jacek DOMINIĆ, l.r.  
datum: 3. 2. 2009  
ime in priimek podpisnika: Jacek DOMINIĆ

Podpisal v imenu Portugalske republike:  
Durães CONCEIÇÃO, l.r.  
datum: 28. 1. 2009  
ime in priimek podpisnika: Durães CONCEIÇÃO

Podpisal v imenu Romunije:  
Eugen Orlando TEODOROVICI, l.r.  
datum: 21. 10. 2008  
ime in priimek podpisnika: Eugen Orlando TEODOROVICI

Podpisal v imenu Republike Slovenije:  
Rok ZAGORSKI, l.r.  
datum: 30. 12. 2008  
ime in priimek podpisnika: Rok ZAGORSKI

Podpisal v imenu Slovaške republike:  
Maroš ŠEFČOVIČ, l.r.  
datum: 29. 10. 2008  
ime in priimek podpisnika: Maroš ŠEFČOVIČ

Podpisal v imenu Republike Finske:  
Pasi HELLMAN, l.r.  
datum: 30. 7. 2008  
ime in priimek podpisnika: Pasi HELLMAN

Podpisal v imenu Kraljevine Švedske:  
Sven-Olof PETERSSON, l.r.  
datum: 23. 7. 2008  
ime in priimek podpisnika: Sven-Olof PETERSSON

Signed on behalf of The United Kingdom of Great Britain  
and Northern Ireland  
by: Tamsyn BARTON, (s)  
date: 15. 7. 2008  
Name of signatory: Tamsyn BARTON

Podpisala v imenu Združenega kraljestva Velika Britanija  
in Severna Irska:  
Tamsyn BARTON, l.r.  
datum: 15. 7. 2008  
ime in priimek podpisnice: Tamsyn BARTON

Signed on behalf of European Investment Bank  
by: MAYSTADT Philippe, (s)  
date: 31. 3. 2009  
Name of signatory: MAYSTADT Philippe

Podpisal v imenu Evropske investicijske banke:  
MAYSTADT Philippe, l.r.  
datum: 31. 3. 2009  
ime in priimek podpisnika: MAYSTADT Philippe

3. člen

Za izvajanje sporazuma skrbi Ministrstvo za finance.

4. člen

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

Št. 00724-75/2010  
Ljubljana, dne 16. decembra 2010  
EVA 2009-1811-0007

**Vlada Republike Slovenije**

**Borut Pahor** l.r.  
Predsednik

- 164.** Uredba o ratifikaciji Garancijske pogodbe med Kraljevino Belgijo, Republiko Bolgarijo, Češko republiko, Kraljevino Dansko, Zvezno republiko Nemčijo, Republiko Estonijo, Helensko republiko, Kraljevino Španijo, Francosko republiko, Irsko, Italijansko republiko, Republiko Ciper, Republiko Latvijo, Republiko Litvo, Velikim vovodstvom Luksemburg, Republiko Madžarsko, Malto, Kraljevino Nizozemsko, Republiko Avstrijo, Republiko Poljsko, Portugalsko republiko, Romunijo, Republiko Slovenijo, Slovaško republiko, Republiko Finsko, Kraljevino Švedsko, Združenim kraljestvom Velika Britanija in Severna Irska in Evropsko investicijsko banko o posojilih, ki jih Evropska investicijska banka da za investicijske projekte v afriških, karibskih in pacifiških državah ter v čezmorskih državah in ozemljih

Na podlagi petega odstavka 75. člena Zakona o zunanjih zadevah (Uradni list RS, št. 113/03 – uradno prečiščeno besedilo, 20/06 – ZNOMCMO, 76/08 in 108/09) izdaja Vlada Republike Slovenije

## U R E D B O

O RATIFIKACIJI GARANCIJSKE POGODBE MED KRALJEVINO BELGIJO, REPUBLIKO BOLGARIJO, ČEŠKO REPUBLIKO, KRALJEVINO DANSKO, ZVEZNO REPUBLIKO NEMČIJO, REPUBLIKO ESTONIJO, HELENSKO REPUBLIKO, KRALJEVINO ŠPANIJO, FRANCOSKO REPUBLIKO, IRSKO, ITALIJANSKO REPUBLIKO, REPUBLIKO CIPER, REPUBLIKO LATVIJO, REPUBLIKO LITVO, VELIKIM VOVODSTVOM LUKSEMBURG, REPUBLIKO MADŽARSKO, MALTO, KRALJEVINO NIZOZEMSKO, REPUBLIKO AVSTRIJO, REPUBLIKO POLJSKO, PORTUGALSKO REPUBLIKO, ROMUNIJO, REPUBLIKO SLOVENIJO, SLOVAŠKO REPUBLIKO, REPUBLIKO FINSKO, KRALJEVINO ŠVEDSKO, ZDRUŽENIM KRALJESTVOM VELIKA BRITANIJA IN SEVERNA IRSKA IN EVROPSKO INVESTICIJSKO BANKO O POSOJILIH, KI JIH EVROPSKA INVESTICIJSKA BANKA DA ZA INVESTICIJSKE PROJEKTE V AFRIŠKIH, KARIBSKIH IN PACIFIŠKIH DRŽAVAH TER V ČEZMORSKIH DRŽAVAH IN OZEMLJIH

### 1. člen

Ratificira se Garancijska pogodba med Kraljevino Belgijo, Republiko Bolgarijo, Češko republiko, Kraljevino Dansko, Zvezno republiko Nemčijo, Republiko Estonijo, Helensko republiko, Kraljevino Španijo, Francosko republiko, Irsko, Italijansko republiko, Republiko Ciper, Republiko Latvijo, Republiko Litvo, Velikim vovodstvom Luksemburg, Republiko Madžarsko, Malto, Kraljevino Nizozemsko, Republiko Avstrijo, Republiko Poljsko, Portugalsko republiko, Romunijo, Republiko Slovenijo, Slovaško republiko, Republiko Finsko, Kraljevino Švedsko, Združenim kraljestvom Velika Britanija in Severna Irska in Evropsko investicijsko banko o posojilih, ki jih Evropska investicijska banka da za investicijske projekte v afriških, karibskih in pacifiških državah ter v čezmorskih državah in ozemljih, sestavljena 31. marca 2009 v Bruslu.

### 2. člen

Garancijska pogodba se v izvirniku angleškem jeziku in prevodu v slovenskem jeziku glasi\*:

\*Priloga 1: »Seznam naslovov za namene 10. člena«; Priloga 4: »Polletni informativni list na dan [31.12.LL] [30.06.LL] v skladu s členom 4.03 garancijske pogodbe«; Priloga 5: »Polletni informativni list na dan [31.12.LL] [30.06.LL] o bonitetnih omejitvah« so na vpogled v Sektorju za mednarodno pravo Ministrstva za zunanje zadeve in Sektorju za mednarodne finančne odnose Ministrstva za finance.

|  |  |
|--|--|
| GUARANTEE AGREEMENT<br>between<br>The Kingdom of Belgium<br>The Republic of Bulgaria<br>The Czech Republic<br>The Kingdom of Denmark<br>The Federal Republic of Germany<br>The Republic of Estonia<br>The Hellenic Republic<br>The Kingdom of Spain<br>The French Republic<br>Ireland<br>The Italian Republic<br>The Republic of Cyprus<br>The Republic of Latvia<br>The Republic of Lithuania<br>The Grand Duchy of Luxembourg<br>The Republic of Hungary<br>Malta<br>The Kingdom of the Netherlands<br>The Republic of Austria<br>The Republic of Poland<br>The Portuguese Republic<br>Romania<br>The Republic of Slovenia<br>The Slovak Republic<br>The Republic of Finland<br>The Kingdom of Sweden<br>The United Kingdom of Great Britain and Northern Ireland<br>and<br>EUROPEAN INVESTMENT BANK<br>concerning   |  |
| GARANCIJSKA POGODBA<br>med<br>Kraljevino Belgijo,<br>Republiko Bolgarijo,<br>Češko republiko,<br>Kraljevino Dansko,<br>Zvezno republiko Nemčijo,<br>Republiko Estonijo,<br>Helensko republiko,<br>Kraljevino Španijo,<br>Francosko republiko,<br>Irsko,<br>Italijansko republiko,<br>Republiko Ciper,<br>Republiko Latvijo,<br>Republiko Litvo,<br>Velikim vojvodstvom Luksemburg,<br>Republiko Madžarsko,<br>Malto,<br>Kraljevino Nizozemsko,<br>Republiko Avstrijo,<br>Republiko Poljsko,<br>Portugalsko republiko,<br>Romunijo,<br>Republiko Slovenijo,<br>Slovaško republiko,<br>Republiko Finsko,<br>Kraljevino Švedsko,<br>Združenim kraljestvom Velika Britanija in Severna Irska<br>in<br>EVROPSKO INVESTICIJSKO BANKO<br>o<br>posojilih, ki jih Evropska investicijska banka<br>da za investicijske projekte v afriških, karibskih<br>in pacifiških državah ter v čezmorskih državah<br>in ozemljih |  |

BETWEEN:

THE KINGDOM OF BELGIUM,  
THE REPUBLIC OF BULGARIA,  
THE CZECH REPUBLIC,  
THE KINGDOM OF DENMARK,  
THE FEDERAL REPUBLIC OF GERMANY,  
THE REPUBLIC OF ESTONIA,  
THE HELLENIC REPUBLIC,  
THE KINGDOM OF SPAIN,  
THE FRENCH REPUBLIC,  
IRELAND,  
THE ITALIAN REPUBLIC,  
THE REPUBLIC OF CYPRUS,  
THE REPUBLIC OF LATVIA,  
THE REPUBLIC OF LITHUANIA,  
THE GRAND DUCHY OF LUXEMBOURG,

MED:

KRALJEVINO BELGIJO,  
REPUBLIKO BOLGARIJO,  
ČEŠKO REPUBLIKO,  
KRALJEVINO DANSKO,  
ZVEZNO REPUBLIKO NEMČIJO,  
REPUBLIKO ESTONIJO,  
HELENSKO REPUBLIKO,  
KRALJEVINO ŠPANIJO,  
FRANCOSKO REPUBLIKO,  
IRSKO,  
ITALIJANSKO REPUBLIKO,  
REPBULIKO CIPER,  
REPBULIKO LATVIJO,  
REPBULIKO LITVO,  
VELIKIM VOJVODSTVOM LUKSEMBURG,

THE REPUBLIC OF HUNGARY,  
MALTA,  
THE KINGDOM OF THE NETHERLANDS,  
THE REPUBLIC OF AUSTRIA,  
THE REPUBLIC OF POLAND,  
THE PORTUGUESE REPUBLIC,  
ROMANIA,  
THE REPUBLIC OF SLOVENIA,  
THE SLOVAK REPUBLIC,  
THE REPUBLIC OF FINLAND,  
THE KINGDOM OF SWEDEN,  
THE UNITED KINGDOM OF GREAT BRITAIN AND  
NORTHERN IRELAND,

acting through the agencies respectively indicated in Annex 1 to the present Agreement (hereafter referred to as the “**Guarantee Agreement**” or “**Guarantee**”) and represented by the signatories respectively listed on the signature pages

(each hereafter referred to as a “**Guarantor**” and collectively as the “**Guarantors**” or “**Member States**”)

of the first part, and

European Investment Bank having its Head Office at 100, boulevard Konrad Adenauer, L-2950 Luxembourg Kirchberg, Grand Duchy of Luxembourg, represented by Mr. Philippe Maystadt, President

(hereafter referred to as the “**Bank**”)

of the second part.

WHEREAS:

1. The Guarantors undertook certain obligations to act as guarantor in Article 4 of the Internal Agreement of 17 July 2006 (hereafter called the “**Cotonou Internal Agreement II**”) relating to the financing of Community aid under the multi-annual financial framework for the period 2008 to 2013 in accordance with the Partnership Agreement signed in Cotonou (Benin) on 23 June 2000 between the European Community and its Member States and the African, Caribbean and Pacific States as revised in Luxembourg on 25 June 2005 (hereafter called the “**Cotonou Partnership Agreement II**”) and on the allocation of financial assistance for the Overseas Countries and Territories to which part four of the EC Treaty applies under Council Decision 2001/822/EC of 27 November 2001 on the association of the Overseas Countries and Territories (hereafter called the “**Association Decision**”).

2. Having regard to the foregoing recital, the Board of Governors of the Bank authorised on 31 May 2006 to grant loans from its own resources for investment projects covered by the multi-annual financial framework for the period 2008 to 2013 for a total amount of up to EUR 2000 million under the Cotonou Partnership Agreement II, and EUR 30 million under the Association Decision.

3. The aforementioned authorisation of the Board of Governors of the Bank was issued on condition that the loans granted by the Bank Agreements made pursuant to the Cotonou Internal Agreement II shall be the subject of a satisfactory guarantee from the Guarantors and that loans granted to finance investment projects under the Cotonou Internal Agreement II satisfy the Bank’s usual criteria for lending from its own resources.

4. Article 4 of the Cotonou Internal Agreement II provides that this Guarantee shall be restricted to 75% of the total amount of the credits opened by the Bank under all Loan Agreements made pursuant to the Cotonou Partnership Agreement II and the Association Decision (together referred to herein as the “**Cotonou Framework**”).

REPUBLIKO MADŽARSKO,  
MALTO,  
KRALJEVINO NIZOZEMSKO,  
REPUBLIKO AVSTRIJO,  
REPUBLIKO POLJSKO,  
PORTUGALSKO REPUBLIKO,  
ROMUNIJO,  
REPUBLIKO SLOVENIJO,  
SLOVAŠKO REPUBLIKO,  
REPUBLIKO FINSKO,  
KRALJEVINO ŠVEDSKO,  
ZDRAŽENIM KRALJESTVOM VELIKA BRITANIJA IN  
SEVERNA IRSKA,

ki nastopajo prek agencij, naštetih v prilogi 1 k pogodbi (v nadalnjem besedilu »**garancijska pogodba**« ali »**garan-**  
cija«), in jih zastopajo podpisniki, navedeni na podpisnih straneh

(v nadalnjem besedilu posamezno »**garant**« ali skupaj  
»**garanti**« ali »**države članice**«),

na eni strani in

Evropsko investicijsko banko s sedežem na 100, boulevard Konrad Adenauer, L-2950 Luxembourg Kirchberg, Veliko vovodstvo Luksemburg, ki jo zastopa predsednik g. Philippe Maystadt

(v nadalnjem besedilu »**banka**«),

na drugi strani

SE GLEDE NA TO,

1. da so garanti prevzeli določene obveznosti garanta v 4. členu Notranjega sporazuma z dne 17. julija 2006 (v nadalnjem besedilu »**cotonoujski notranji sporazum II**«), ki se nanašajo na financiranje pomoči Skupnosti na podlagi večletnega finančnega okvira za obdobje od 2008 do 2013 v skladu s Sporazumom o partnerstvu, podpisanim 23. junija 2000 v Cotonouju (Benin) med Evropsko skupnostjo in njenimi državami članicami ter afriškimi, karibskimi in pacifiškimi državami, kakor je bil spremenjen v Luxembourgu 25. junija 2005 (v nadalnjem besedilu »**cotonoujski sporazum o partnerstvu II**«), ter o dodelitvi finančne pomoči čezmorskim državam in ozemljem, za katere velja četrti del Pogodbe ES, v skladu s Sklepom Sveta 2001/822/ES z dne 27. novembra 2001 o pridružitvi čezmorskih držav in ozemelj (v nadalnjem besedilu »**sklep o pridružitvi**«);

2. da je ob upoštevanju zgoraj navedenega Svet guvernerjev banke 31. maja 2006 dovolil odobritev posojil iz njenih lastnih sredstev za investicijske projekte, vključene v večletni finančni okvir za obdobje od 2008 do 2013, v skupni višini največ 2 milijardi EUR na podlagi cotonoujskega sporazuma o partnerstvu II in 30 milijonov EUR na podlagi sklepa o pridružitvi;

3. da je bilo zgoraj navedeno dovoljenje Svetu guvernerjev banke izdano pod pogojem, da je za posojila, odobrena s pogodbami banke na podlagi cotonoujskega notranjega sporazuma II, dana primerna garancija garantov in da posojila, odobrena za financiranje investicijskih projektov po cotonoujskem notranjem sporazumu II, izpolnjujejo običajne pogoje banke za kreditiranje iz njenih lastnih sredstev;

4. da 4. člen cotonoujskega notranjega sporazuma II določa, da je ta garancija omejena na 75% celotnega zneska razpoložljivih posojil banke po posojilnih pogodbah sklenjenih na podlagi cotonoujskega sporazuma o partnerstvu II in sklepa o pridružitvi (v nadalnjem besedilu skupaj »**cotonoujski okvir**«);

5. The said Article 4 further provides that Member States shall be liable under this Guarantee in proportion to their contributions to the capital of the Bank. Article 4.1 of the Bank's Statute specifies the respective share of each Member State in the capital of the Bank.

6. In respect of Adequately Secured Loan Agreements (as defined below), this Guarantee only covers Political Risks, as defined in Annex 3.

7. The Guarantors and the Bank intend that, where the Guarantors are subrogated to the rights and remedies of the Bank in relation to any Loan, the Bank shall, if so requested by the Guarantors, administer and manage the Loan Agreement which has gone into default in accordance with the terms and conditions of the Cotonou II Arrears Administration Agreement (as defined below).

8. Pending signature of the Cotonou II Arrears Administration Agreement, the Guarantors and the Bank agree to apply the arrears administration agreement entered into by the Member States and the Bank on 8 April 2002 to all recovery actions initiated by the Bank in respect of Loan Agreements covered by this Guarantee and the new terms and conditions for own resource operations in the African, Caribbean and Pacific States as approved by the Board of Directors of the Bank on 12 June 2007.

IT IS HEREBY AGREED AS FOLLOWS:

#### Definitions

A. In this Guarantee:

**"Adequately Secured Loan Agreement ("ASLA")** means any Loan Agreement for which in the Bank's opinion there is adequate security covering for credit risks and which the Bank, exercising its discretion, declares to qualify as such in writing to the Guarantors. ASLAs so defined, shall only be covered by this Guarantee as regards Political Risks as defined in Annex 3.

**"Borrower"** means any beneficiary of a Loan from the Bank within the scope of the Cotonou Internal Agreement II or the Association Decision.

**"Cotonou II Arrears Administration Agreement"** means the agreement to be entered into between the Guarantors and the Bank setting out provisions and procedures for the recovery by the Bank of claims in respect of sums to which the Guarantors are entitled by virtue of a payment made by the Guarantors to the Bank under the Guarantee.

**"Credit Risk Policy Guidelines"** means the Bank's credit risk policy guidelines for own resource operations outside the European Union as well as, where applicable, the Bank's EU credit risk policy guidelines, as approved, amended, supplemented or modified by the Bank from time to time.

**"EIB Financing Operation"** means a Loan extended by the Bank to eligible investment projects carried out in a Host Country from the Bank's own resources and in accordance with its own rules and procedures, granted under the Cotonou Framework and governed by a Loan Agreement entered into by the Bank with a Borrower.

**"Guaranteed Debtor"** means a Borrower or its Third-Party Guarantor.

**"Guaranteed Sum(s)"** means any obligation covered by this Guarantee consisting of principal, interest, commissions, indemnities, charges, expenses and other accessories and any other sum which is at any time owed by a Guaranteed Debtor to the Bank on account of a Loan or a Third-Party Guarantee.

5. da omenjeni 4. člen nadalje določa, da po tej garanciji države članice odgovarajo sorazmerno z deleži v kapitalu banke. Člen 4.1 statuta banke določa delež posamezne države članice v kapitalu banke;

6. da v povezavi s pristojno zavarovanimi posojilnimi pogodbami (kakor so opredeljene v nadaljnjem besedilu) ta garancija krije zgolj politična tveganja, ki so opredeljena v prilogi 3;

7. da so se garanti in banka sporazumeli, da kadar garanti prevzamejo pravice in pravna sredstva banke v povezavi s katerim koli posojilom, banka na zahtevo garantov vodi in upravlja neizpolnjeno posojilno pogodbo v skladu s pogoji cotonoujskega sporazuma o upravljanju zaostalih plačil II (kakor je opredeljen v nadaljnjem besedilu);

8. da so se garanti in banka sporazumeli, da do podpisa cotonoujskega sporazuma o upravljanju zaostalih plačil II uporabljajo sporazum o upravljanju zaostalih plačil, sklenjen med državami članicami in banko 8. aprila 2002, za vse postopke v zvezi z izterjavjo, ki jih začne banka v zvezi s posojilnimi pogodbami, na katere se nanaša ta garancija, ter nove pogoje, ki jih je za posle iz lastnih sredstev v afriških, karibskih in pacifiških državah 12. junija 2007 odobril upravni odbor banke,

#### DOGOVORI:

#### Pomen izrazov

A. V tej garancijski pogodbi:

**»primerno zavarovana posojilna pogodba (»PZPP«)** pomeni vsako posojilno pogodbo, za katero po mnenju banke obstaja primerno zavarovanje kreditnih tveganj in ki jo banka po lastni presoji oceni kot takšno, kar pisno sporoči garantom. Ta garancija krije tako opredeljene PZPP zgolj v povezavi s političnimi tveganji, opredeljenimi v prilogi 3;

**»posojilojemalec«** pomeni prejemnika posojila banke v okviru cotonoujskega notranjega sporazuma II ali sklepa o pridružitvi;

**»cotonoujski sporazum o upravljanju zaostalih plačil II«** pomeni sporazum, sklenjen med garanti in banko, ki vsebuje določbe in postopke, po katerih banka izterja zneske, do katerih so upravičeni garanti na podlagi plačila, ki so ga nakazali banki v skladu z garancijo;

**»smernice politike kreditnega tveganja«** pomeni smernice politike banke glede kreditnega tveganja za posle, ki jih financira iz lastnih sredstev zunaj Evropske unije, in kadar je ustrezno, smernice politike banke glede kreditnega tveganja znotraj EU, ki jih banka občasno odobri, spremeni, dopolni ali prilagodi;

**»posel financiranja EIB«** pomeni posojilo iz lastnih sredstev banke, ki ga ta podeli za upravičene investicijske projekte v državi gostiteljici v skladu s svojimi pravili in postopki, odbreno na podlagi cotonoujskega okvira in urejeno s posojilno pogodbo, sklenjeno med banko in posojilojemalcem;

**»dolžnik z jamstvom«** pomeni posojilojemalca ali njegovega garanta kot tretje osebe;

**»znesek ali zneski z jamstvom«** pomeni katero koli obveznost, ki jo krije ta garancija, vključno z glavnico, obrestmi, provizijami, odškodninami, stroški, izdatki ali drugimi dodatki, ter vsak znesek, ki ga kadar koli dolžnik z jamstvom dolguje banki iz posojila ali garancije tretje osebe;

**“Host Government”** means the authorities currently in place, or any successor authorities, that effectively control part or all of the territory of a Host Country or any political or territorial subdivision, or any other public authority of such country, and includes any entity located inside or outside the Host Country and vested with regulatory powers conferred by the laws of the Host Country.

**“Host Country”** means each of the countries listed in the Cotonou Framework.

**“Loan”** means the provision of money from the Bank to a Borrower as a loan or as a bond or any equivalent instrument, which is acceptable to the Bank as a substitute for a loan in accordance with the Credit Risk Policy Guidelines, according to the terms laid down in a Loan Agreement.

**“Loan Agreement”** means a signed agreement concluded between the Bank and a Borrower, setting forth the terms applicable to an EIB Financing Operation in the form of Loan.

**“Loan-loss Cover Account”** or **“LLCA”** means an account in euros to be constituted by the Bank in the name of the Guarantors, which shall be funded from the income resulting from the application of risk-pricing on EIB Financing Operations, excluding ASLAs as defined above, and which shall be managed in accordance with the provisions of the Cotonou II Arrears Administration Agreement.

**“Third-Party Guarantee”** means a guarantee issued by a third party in favour of the Bank, including but not limited to a letter of credit or a comfort letter issued in connection with the grant of a Loan to a Borrower, and includes any undertaking by any party jointly liable for all or part of the Guaranteed Debtor’s obligations towards the Bank in respect of a Loan granted by the Bank.

**“Third-Party Guarantor”** means an issuer of a Third-Party Guarantee on behalf of a Borrower.

B. The following terms have the respective meanings assigned to them in the Recitals, Articles and Annexes specified hereafter:

| Term                                 | Recital, Article or Annex | izraz  | uvodna navedba, člen ali priloga |
|--------------------------------------|---------------------------|--|----------------------------------|
| <b>Arbitral tribunal</b>             | Section 4 of Annex 3      | <b>razsodišče</b>                            | 4. oddelek priloge 3             |
| <b>Association Decision binding</b>  | Recital 1                 | <b>sklep o pridružitvi</b>                   | uvodna navedba 1                 |
| <b>enforceable</b>                   | Section 4 of Annex 3      | <b>zavezujoč</b>                             | 4. oddelek priloge 3             |
| <b>Cotonou Framework</b>             | Section 4 of Annex 3      | <b>izvršljiv</b>                             | 4. oddelek priloge 3             |
| <b>Cotonou Internal Agreement II</b> | Recital 4                 | <b>cotonoujski okvir</b>                     | uvodna navedba 4                 |
| <b>Cotonou Partnership</b>           | Recital 1                 | <b>cotonoujski notranji sporazum</b>         | uvodna navedba 1                 |
| <b>Agreement II</b>                  | Recital 1                 | <b>sporazum II</b>                           | uvodna navedba 1                 |
| <b>Political Risks</b>               | Article 2.03              | <b>cotonoujski sporazum o partnerstvu II</b> | člen 2.03                        |
| <b>Project</b>                       | Section 4 of Annex 3      | <b>politična tveganja</b>                    | 4. oddelek priloge 3             |
| <b>Project Agreement</b>             | Section 4 of Annex 3      | <b>projekt</b>                               | 4. oddelek priloge 3             |
| <b>Relevant Party</b>                | Section 4 of Annex 3      | <b>projektna pogodba</b>                     | 4. oddelek priloge 3             |
|                                      |                           | <b>zadevna stranka</b>                       |                                  |

In this Guarantee, unless the context otherwise requires:

(a) headings are for convenience only and do not affect the interpretation of this Guarantee;

(b) words importing the singular include the plural and vice versa;

(c) a reference to an Article, a party or an Annex is a reference to that Article of, or that party or Annex to, this Guarantee.

## ARTICLE 1

### Scope of Guarantee

1.01 To the extent of its respective participation as set out in Annex 2 and without prejudice to Article 2.02, each Guarantor as primary obligor and not merely as surety hereby irrevocably:

**»vlada gostiteljica«** pomeni trenutno ali vsako naslednjo oblast, ki dejansko nadzira del ali celotno ozemlje države gostiteljice ali politično ali ozemeljsko enoto, ali drug javni organ take države ter vključuje vsak subjekt znotraj ali zunaj države gostiteljice, ki ima pooblastila za urejanje po zakonodaji države gostiteljice;

**»država gostiteljica«** pomeni vsako državo s seznama cotonoujskega okvira;

**»posojilo«** pomeni zagotovitev denarja banke posojiljemalcu v skladu s pogoji posojilne pogodbe, in sicer v obliki posojila ali obveznice ali katerega koli enakovrednega instrumenta, ki je v skladu s smernicami politike kreditnega tveganja za banko sprejemljiv kot nadomestilo za posojilo;

**»posojilna pogodba«** pomeni podpisano pogodbo, sklenjeno med banko in posojiljemalcem, ki določa pogoje, veljavne za posle, ki jih EIB financira v obliki posojila;

**»račun za kritje izgub pri posojilih«** ali **»RKIP«** pomeni račun v evrih, ki ga odpre banka v imenu garantov v skladu z določbami cotonoujskega sporazuma o upravljanju zaostalih plačil II, na katerega se stekajo sredstva, ki izhajajo iz pribitka na podlagi ocene kreditnega tveganja pri poslih financiranja EIB, razen zgoraj opredeljenih PZPP;

**»garancija tretje osebe«** pomeni garancijo, ki jo je v korist banke izdala tretja stran, kar med drugim vključuje tudi akreditiv ali patronatsko izjavo, izданo v povezavi z odobritvijo posojila posojiljemalcu, ter zajema vse zaveze katere koli strani, ki solidarno odgovarja za vse ali del obveznosti dolžnika z jamstvom do banke iz odobrenega posojila banke;

**»garant kot tretja oseba«** pomeni izdajatelja garancije tretje osebe v imenu posojiljemalca.

B. Naslednji izrazi imajo pomen, kakor je določen v uvdnih navedbah, členih in prilogah, navedenih v nadaljnjem besedilu:

|  |   |
|--|---|
| <b>izraz</b>                                 | <b>uvodna navedba, člen ali priloga</b> |
| <b>razsodišče</b>                            | 4. oddelek priloge 3                    |
| <b>sklep o pridružitvi</b>                   | uvodna navedba 1                        |
| <b>zavezujoč</b>                             | 4. oddelek priloge 3                    |
| <b>izvršljiv</b>                             | 4. oddelek priloge 3                    |
| <b>cotonoujski okvir</b>                     | uvodna navedba 4                        |
| <b>cotonoujski notranji sporazum</b>         | uvodna navedba 1                        |
| <b>sporazum II</b>                           | uvodna navedba 1                        |
| <b>cotonoujski sporazum o partnerstvu II</b> | uvodna navedba 1                        |
| <b>politična tveganja</b>                    | člen 2.03                               |
| <b>projekt</b>                               | 4. oddelek priloge 3                    |
| <b>projektna pogodba</b>                     | 4. oddelek priloge 3                    |
| <b>zadevna stranka</b>                       | 4. oddelek priloge 3                    |

Razen če sobesedilo ne zahteva drugače, v tej garancijski pogodbi:

(a) so naslovi namenjeni zgolj boljši preglednosti in ne vplivajo na razlagi garancijske pogodbe;

(b) besede v ednini vključujejo množino in nasprotno;

(c) sklicevanje na neki člen, stranko ali prilogo pomeni sklicevanje na člen, stranko ali prilogo te garancijske pogodbe.

## 1. ČLEN

### Predmet garancije

1.01 Vsak garant v okviru svoje udeležbe, kakor je določena v prilogi 2, ter ne glede na člen 2.02 kot prvi zavezanc in ne le kot porok nepreklicno:

(a) guarantees, waiving any right to object, in accordance with the terms and conditions laid down below, the punctual and full performance of all financial obligations of every Guaranteed Debtor in respect of Loans made by the Bank from its own resources pursuant to the Cotonou Framework.

(b) undertakes to pay any amount of the Guaranteed Sum owed by the Guaranteed Debtor to the Bank, upon demand by the Bank, in euros and in accordance with the provisions laid down in Article 3.

1.02 The Guarantors' obligations defined in Article 1.01 above shall apply to all EIB Financing Operations concluded pursuant to the Cotonou Internal Agreement II in respect of which the relevant Loan Agreement has been signed under the multi-annual financial framework for the period 2008 to 2013.

1.03 A. Without prejudice to ASLAs under Article 2.03, this Guarantee shall cover all risks.

B. The total liability of the Guarantors under this Guarantee in respect of the Cotonou Framework is limited to 75% of the total amount of the credits opened by the Bank pursuant to the Cotonou Framework which are subject to the following ceilings, namely:

- EUR 2000 million for the Cotonou Partnership Agreement II; and

- EUR 30 million for the Association Decision.

1.04 The obligations of the Guarantors under this Guarantee shall terminate upon the earliest to occur of the following:

- (i) payment is made in full of the Guaranteed Sums; or
- (ii) 31 December 2010 provided that:

(a) on that date this Guarantee is replaced with a new Guarantee in respect of the Cotonou Internal Agreement II on terms satisfactory to the Guarantors and the Bank; and

(b) notwithstanding such termination the Guarantors shall remain subject to all liabilities and obligations under this Guarantee in respect of all Guaranteed Sums.

## ARTICLE 2

### Calling of the Guarantee

2.01 This Guarantee may be called whenever a Guaranteed Debtor fails, in whole or in part, to pay any Guaranteed Sum on its due date. Any sum received or realised by the Bank for the purpose of discharge of a Guaranteed Sum shall be disregarded, if the Bank's use of such sum is in any way restricted.

2.02 Before calling the Guarantee when a Guaranteed Debtor fails, in whole or in part, to pay any Guaranteed Sum on its due date, the Bank shall give to the Guarantors such prior notice as is reasonably practicable of its intention to make a call in respect thereof. For the avoidance of doubt, the obligations of the Bank under this Article 2.02 will not be construed in any way as a condition precedent to the enforceability of the obligations of the Guarantors under Article 1.01.

2.03 However, for agreements which are covered by Third-Party Guarantees and which the Bank declares in writing to the Guarantors are ASLAs, this Guarantee may only be called upon whenever, because of the occurrence of one of the events defined in Annex 3 (hereafter a "Political Risk"):

- (i) a Guaranteed Debtor is unable to pay, or the Bank is unable to receive, a Guaranteed Sum on its due date; or
- (ii) a Third-Party Guarantor is prevented from collecting amounts which are due to it in respect of a Guaranteed Sum, provided that:

- (a) any demand for payment made by a Third-Party Guarantor on account of a payment that it has made on behalf of a Guaranteed Debtor must have been presented to the Bank at the latest 2 years from (xx) the specified contractual final repayment date under the relevant agreement or (yy) in case of early repayment, whether voluntary or obligatory, of the relevant Loan, the due date of that early repayment; and

(a) jamči in se odpoveduje pravici do ugovora v skladu s spodaj navedenimi pogoji za pravočasno in popolno izpolnjevanje vseh finančnih obveznosti posameznega dolžnika z jamstvom glede posojil, ki jih je banka dala iz lastnih sredstev na podlagi cotonoujskega okvira;

(b) se zavezuje, da bo banki na njeno zahtevo plačal kateri koli znesek z jamstvom, ki ga dolžnik z jamstvom dolguje banki, v evrih in v skladu z določbami 3. člena.

1.02 Obveznosti garantov iz člena 1.01 veljajo za vse posle, ki jih financira EIB na podlagi cotonoujskega notranjega sporazuma II, za katere je bila na podlagi večletnega finančnega okvira za obdobje od 2008 do 2013 podpisana ustrezna posojilna pogodba.

1.03 A. Garancija krije vsa tveganja ne glede na PZPP iz člena 2.03.

B. Skupna obveznost garantov iz te garancijske pogodbe v zvezi s cotonoujskim okvirom je omejena na 75% skupnega zneska vseh kreditov, ki jih je banka dala na podlagi cotonoujskega okvira, zanje pa veljata naslednji omejitvi:

- 2 milijardi EUR za cotonoujski sporazum o partnerstvu II in

- 30 milijonov EUR za sklep o pridružitvi.

1.04 Obveznosti garantov iz te garancijske pogodbe prenehajo veljati:

- (i) ko je plačan celotni znesek z jamstvom ali

- (ii) 31. decembra 2010 pod pogojem, da:

- (a) na navedeni datum to garancijsko pogodbo nadomesti nova garancijska pogodba, ki se nanaša na cotonoujski notranji sporazum II, pod pogoji, sprejemljivimi za garante in banko, ter

- (b) ne glede na omenjeno prenehanje za garante še vedno veljajo obveznosti iz te garancijske pogodbe v zvezi z vsemi zneski z jamstvom.

## 2. ČLEN

### Uveljavljanje garancije

2.01 To garancijo je mogoče uveljavljati vsakokrat, ko dolžnik z jamstvom do roka ne plača celotnega ali dela zneska z jamstvom. Znesek, ki ga je banka prejela ali izterjala za poravnavo zneska z jamstvom, se ne upošteva, če je pri razpolaganju z njim kakor koli omejena.

2.02 Kadar dolžnik z jamstvom do roka ne plača celotnega ali dela zneska z jamstvom, banka pred uveljavljanjem garancije v skladu z običajno prakso predhodno obvesti garante, da jo namerava uveljaviti. Obveznosti banke iz člena 2.02 nedvomno niso predpogoj za izvršljivost obveznosti garantov iz člena 1.01.

2.03 Vendar pa je mogoče za pogodbe, ki jih krije garancije tretjih oseb in za katere banka pisno sporoči garantom, da so PZPP, to garancijo uveljavljati le, zaradi enega od dogodkov iz priloge 3 (v nadaljnjem besedilu »politično tveganje«):

- (i) dolžnik z jamstvom ni zmožen plačati, banka pa ob zapadlosti ne more prejeti zneska z jamstvom ali

- (ii) garantu kot tretji osebi je preprečena izterjava zneskov, dolgovanih v povezavi z zneskom z jamstvom, če:

- (a) je garant kot tretja oseba zahteval za plačilo, povezano s plačilom, ki ga je opravil v imenu dolžnika z jamstvom, vložil pri banki najmanj 2 leti od (xx) pogodbenega datuma za končno vračilo, določenega v ustreznem sporazumu, ali (yy) pri predčasnem vračilu posojila, bodisi prostovoljnem ali obveznem, od datuma zapadlosti predčasnega vračila in

(b) this Guarantee is limited to the amount which the Bank or, as the case may be, the Third-Party Guarantor could have recovered but for the occurrence of a Political Risk.

2.04 A precautionary demand upon the Bank under a Third-Party Guarantee can be made by a Third-Party Guarantor in the cases stated in Section 4, second paragraph, point (b), of Annex 3, where the enforcement period mentioned therein has not yet expired within the 2 years preclusion period set out in article 2.03 (ii) of this Guarantee. Such precautionary demand does not entitle the Bank to make a demand for payment under this Guarantee, but merely serves as a means to suspend the preclusion set out in article 2.03 (ii) of this Guarantee. Any remaining part of the preclusion period shall start to run again upon expiration of the enforcement period set out in Section 4, second paragraph, point (b), of Annex 3. The Bank shall inform the Guarantors of any precautionary demands made by a Third-Party Guarantor.

2.05 A. Subject to B below, the Bank's determination as to the occurrence of a Political Risk shall be final and binding. The determination shall take effect 15 calendar days following notice to the Guarantors.

B. If a majority of the Guarantors, measured by percentage participation set out in Annex 2, instructs the Bank to contest a Guaranteed Debtor's claim that a Political Risk has occurred, the Bank shall execute such instructions pursuant to its obligations under the Cotonou II Arrears Administration Agreement. However, the Guarantors and the Bank shall be bound as between themselves by any final decision of a competent court or arbitral tribunal over a dispute between the Bank and a Guaranteed Debtor that determines the occurrence of a Political Risk. The Bank shall keep the Guarantors regularly informed of the status of any such proceedings.

2.06 The Bank shall inform the Guarantors of each occurrence of a Political Risk and of any disagreement between the Bank and a Guaranteed Debtor as to the occurrence of a Political Risk.

2.07 The Guarantee may also be called whenever a Guaranteed Debtor makes, or the Bank through the realisation of a Third-Party Guarantee receives, a payment which the Bank cannot, for any reason, use without restriction or over which it does not have unfettered control.

### **ARTICLE 3**

#### **Terms of payments under the Guarantee**

3.01 The Guarantors shall pay to the Bank the amounts demanded by the Bank in euros. The amounts demanded by the Bank shall take into account any funds which are capable of being applied by the Bank from the LLCA in respect of unpaid Guaranteed Sums. The LLCA shall be managed in accordance with the provisions of the Cotonou II Arrears Administration Agreement and the terms and conditions laid down by the Bank's governing bodies from time to time, as most recently approved on 12 June 2007.

3.02 The Guarantor's payment obligations under this Guarantee shall be made in accordance with the provisions of the Cotonou II Arrears Administration Agreement, and in any case shall be made no later than 3 years after demand in writing is made by the Bank under the Guarantee.

3.03 The Bank shall not require any individual Guarantor to make any payment due, unless at the same time and in the proportions of Annex 2, it requires the other Guarantors to make payment pursuant to this Guarantee. If the Bank has determined that a Political Risk has occurred, it may make such a demand, and the Guarantors shall comply with the demand, even in a case where the Guarantors have instructed the Bank in the terms envisaged by Article 2.05 B.

(b) je ta garancija omejena na znesek, ki bi ga banka ali garant kot tretja oseba, odvisno od primera, lahko izterjal, če ne bi nastalo politično tveganje.

2.04 Garant kot tretja oseba lahko na podlagi garancije tretje osebe predloži banki preventivni zahtevek v primerih iz točke (b) drugega odstavka 4. oddelka priloge 3, če v njej navedeni rok za izvršitev še ni potekel znotraj dveletnega prekluzivnega roka iz točke (ii) člena 2.03 te garancijske pogodbe. Tak preventivni zahtevek banki ne daje pravice, da zahteva plačilo po tej garancijski pogodbi, temveč je le sredstvo za odložitev prekluzivnega roka iz točke (ii) člena 2.03 te garancijske pogodbe. Morebitni preostali del prekluzivnega roka začne ponovno teči po izteku roka za izvršitev, ki je določen v točki (b) drugega odstavka 4. oddelka priloge 3. Banka garante obvesti o preventivnih zahtevkih garanta kot tretje osebe.

2.05 A. V skladu z B spodaj je ugotovitev banke o nastanku političnega tveganja dokončna in zavezjoča. Ugotovitev začne učinkovati 15 koledarskih dni po obvestilu garantom.

B. Če večina garantov glede na odstotek udeležbe iz priloge 2 banki da navodilo, naj izpodbija trditev dolžnika z jamstvom glede nastanka političnega tveganja, banka tako navodilo upošteva v skladu s svojimi obveznostmi iz cotonoujskega sporazuma o upravljanju zaostalih plačil II. Vendar pa garante in banko medsebojno zavezuje vsaka dokončna odločitev pristojnega sodišča ali razsodišča v sporu med banko in dolžnikom z jamstvom o nastanku političnega tveganja. Banka garante redno obvešča o stanju takšnih postopkov.

2.06 Banka garante obvesti o vsakem nastanku političnega tveganja ter vsakem nesoglasju med banko in dolžnikom z jamstvom glede nastanka političnega tveganja.

2.07 Garancijo je mogoče uveljavljati tudi takrat, ko dolžnik z jamstvom izvede plačilo ali ko banka na podlagi unovčenja garancije tretje osebe prejme plačilo, s katerim iz katerega kolikor razloga ne more prosto razpolagati ali nad njim nima neomejenega nadzora.

### **3. ČLEN**

#### **Plaćilni pogoji iz garancijske pogodbe**

3.01 Garanti plačajo zneske, ki jih terja banka, v evrih. V zneskih, ki jih terja banka, so zajeta vsa sredstva, ki jih lahko banka črpa z RKIP v zvezi z neplačanimi zneski z jamstvom. RKIP se vodi v skladu z določbami cotonoujskega sporazuma o upravljanju zaostalih plačil II ter pogoji, ki jih občasno določijo organi upravljanja banke, in kakor so bili nazadnje odobreni 12. junija 2007.

3.02 Garant izpolnjuje plačilne obveznosti iz te garancijske pogodbe v skladu z določbami cotonoujskega sporazuma o upravljanju zaostalih plačil II, v vsakem primeru pa morajo biti obveznosti izpolnjene najpozneje 3 leta po tem, ko banka garantu na podlagi garancijske pogodbe pošlje pisno zahtevo.

3.03 Banka ne terja zapadlega zneska od posameznega garanta, če plačila na podlagi te garancijske pogodbe hkrati ne zahteva tudi od drugih garantov v skladu z njihovimi deleži iz priloge 2. Če je banka ugotovila, da je nastalo politično tveganje, lahko da tak zahtevek, garanti pa ga morajo izpolniti, tudi če so banki dali navodilo v skladu s pogoji iz člena 2.05 B.

**ARTICLE 4****Loan terms, Administration and Information**

4.01 The Bank shall manage all Loans covered by this Guarantee in accordance with good banking practice and with the Bank's standard criteria and procedures, in particular, in accordance with its Credit Risk Policy Guidelines as modified from time to time, and subject to its usual controls. The Bank shall act with due diligence in recovering any Guaranteed Sum from any Guaranteed Debtor or from any security.

The terms and conditions applicable to the Loans covered by this Guarantee are defined in accordance with the principles and guidelines laid down by the Bank's governing bodies from time to time, as most recently approved on 12 June 2007.

4.02 The Guarantors hereby authorise the Bank to grant to a Guaranteed Debtor one or more extensions of time and to generally amend the terms of the relevant agreement with any Guaranteed Debtor, while remaining within the scope of the Cotonou Framework.

4.03 The Bank shall provide to the Guarantors twice a year by 31 January and 31 July respectively:

(i) an information sheet, in the form of Annex 4, containing information, effective as of 31 December and 30 June on the Loan Agreements covered by the present Guarantee; and

(iii) the prudential limits, in the form of Annex 5, as defined in accordance with the principles and guidelines laid down by the Bank's governing bodies from time to time, as most recently approved on 12 June 2007.

4.04 The Bank shall inform the Guarantors of any fact or circumstance, which it judges not to be already generally known and which it considers likely to result in the making of a demand under this Guarantee. The Bank is not obliged to seek such information.

**ARTICLE 5****Subrogation**

5.01 To the extent that a Guarantor makes any payment to the Bank pursuant to this Guarantee, it shall be subrogated to the rights, including security rights, of the Bank in respect of its claims against the Guaranteed Debtors. Such right of subrogation may not be invoked to the detriment of the Bank.

5.02 In every Third-Party Guarantee, the Bank shall exclude any right of contribution against the Guarantors by the Third-Party Guarantor and shall exclude any other right of recourse of the Third-Party Guarantor against the Guarantors. The Bank shall indemnify the Guarantors for any liability towards Third-Party Guarantors resulting from this Guarantee.

5.03 Where the Guarantors are subrogated to the rights of the Bank, the Bank shall, if so requested by the Guarantors, administer and manage the relevant claims under Article 5.01 in accordance with the terms and conditions of the Cotonou II Arrears Administration Agreement.

5.04 Pending signature of the Cotonou II Arrears Administration Agreement, the Guarantors and the Bank agree to apply the arrears administration agreement entered into by the Member States and the Bank on 8 April 2002 to all recovery actions initiated by the Bank in respect of Loan Agreements covered by this Guarantee and the new terms and conditions for own resource operations in the African, Caribbean and Pacific States as approved by the Board of Directors of the Bank on 12 June 2007.

5.05 As part of the subrogation upon the occurrence of a Non-Transfer of Currency, as defined in Annex 3, the following provision applies:

**4. ČLEN****Posojilni pogoji, upravljanje in obveščanje**

4.01 Banka v skladu z dobro bančno prakso ter običajnim merili in postopki banke, zlasti ob upoštevanju smernic politike kreditnega tveganja, ki se občasno spremeni, vodi vsa posojila, ki jih krije ta garancija, in izvaja običajni nadzor. Banka pri poplačilu zneskov z jamstvom od dolžnikov z jamstvom ali iz naslova zavarovanj ravna kot dober gospodar.

Pogoji, ki veljajo za posojila, ki jih krije ta garancija, so določeni v skladu z načeli in smernicami, ki jih občasno določijo organi upravljanja banke in so bili nazadnje odobreni 12. junija 2007.

4.02 Garanti s tem pooblaščajo banko, da dolžniku z jamstvom enkrat ali večkrat podaljša rok ter splošno spremeni pogoje sporazuma, podpisanega z dolžnikom z jamstvom, če to ostane v cotonoujskem okviru.

4.03 Banka garantom dvakrat letno, do 31. januarja in do 31. julija, pošlje:

(i) preglednico v obliki iz priloge 4 s podatki na dan 31. decembra in 30. junija o posojilnih pogodbah, ki jih krije ta garancija, in

(iii) previdnostne omejitve v obliki iz priloge 5, kakor so določene v skladu z načeli in smernicami, ki jih občasno določijo organi upravljanja banke in so bile nazadnje odobrene 12. junija 2007.

4.04 Banka garante obvesti o vseh dejstvih ali okoliščinah, za katere meni, da niso splošno znane in katerih posledica bi verjetno bili zahtevki, dani na podlagi te garancije. Banka takih informacij ni zavezana iskatи.

**5. ČLEN****Prenos pravic**

5.01 V obsegu plačila, ki ga garant izvrši banki na podlagi garancije, se nanj prenesejo tudi pravice banke, vključno s pravicami zavarovanja, ki jih ima banka do dolžnikov z jamstvom. Na pravico do prenosa se ni mogoče sklicevati v škodo banke.

5.02 Banka pri vsaki garanciji tretje osebe izključi kakršno koli pravico garantov kot tretjih oseb do poplačila garantov, izključi pa tudi vse druge regresne pravice garanta kot tretje osebe do garantov. Banka garantom povrne škodo za kakršne koli obveznosti do garantov kot tretjih oseb, ki izhajajo iz te garancijske pogodbe.

5.03 Če se na garante prenesejo pravice banke, ta na podlagi zahteve garantov upravlja in vodi ustrezone terjatve iz člena 5.01 v skladu s pogoji cotonoujskega sporazuma o upravljanju zaostalih plačil II.

5.04 Banka in garanti so se sporazumeli, da do podpisa cotonoujskega sporazuma o upravljanju zaostalih plačil II uporabljajo sporazum o upravljanju zaostalih plačil, sklenjen med državami članicami in banko 8. aprila 2002, za vse postopke v zvezi z izterjavo, ki jih začne banka v zvezi s posojilnimi pogodbami, ki jih krije ta garancija, ter nove pogoje, ki jih je za posle iz lastnih sredstev v afriških, karibskih in pacifiških državah 12. junija 2007 odobril upravni odbor banke.

5.05 Pri prenosu pravic zaradi neprenosa valute, kakor je opredeljen v prilogi 3, se uporablja naslednja določba:

When a Guaranteed Sum falls due and where the Guaranteed Debtor, on terms acceptable to the Bank, makes a deposit, in the amount of the said Guaranteed Sum, or equivalent financial asset in favour of the Bank in local currency, in the currency of the Loan or in any other freely convertible currency but where such deposit or other asset is not transferable or convertible, the Guarantors hereby authorise the Bank to limit the Guarantors' claim in respect of the portion of the Guaranteed Sum corresponding to the amount of the deposit or other asset, to such deposit or other asset.

## ARTICLE 6

### Taxes and Expenses

6.01 Any fiscal charges and other expenses incurred in connection with the making, the performance or the enforcement of this Guarantee shall be borne by the Guarantors pro rata to their respective participations as set out in Annex 2.

6.02 The Guarantors will indemnify the Bank for all taxes and expenses incurred by the Bank in seeking recovery of Guaranteed Sums, in accordance with the Cotonou II Arrears Administration Agreement or pending its adoption, in accordance to the arrears administration agreement entered into by the Member States and the Bank on 8 April 2002.

## ARTICLE 7

### Law applicable

7.01 This Guarantee shall be governed by and construed in accordance with the general principles common to the laws of the Member States.

## ARTICLE 8

### Jurisdiction

8.01 Any dispute between the parties to this Guarantee that is not promptly and amicably resolved shall be referred for decision to the Court of Justice of the European Communities pursuant to Article 238 of the EC Treaty.

## ARTICLE 9

### Confidentiality

9.01 Having regard to the fact that some of the information exchanged in the context of this Guarantee may be confidential and may even be in some instances commercially sensitive, both the Bank and the Guarantors undertake to abstain from divulging to a third-party, without the prior written consent of the other, any information communicated to either of them in the context of this Guarantee. This undertaking does not affect, however, the communication of information which is required by operation of law or by an order of a court of competent jurisdiction.

## ARTICLE 10

### Notices and Communications

10.01 Notices and other communications given hereunder to the Guarantors or to the Bank shall be sent by registered letter or other recognised means of communication addressed to the recipient at its address set out below:

|                  |   |
|------------------|---|
| For a Guarantor: | Its respective address set out in<br>Annex 1        |
| For the Bank:    | 100, boulevard Konrad Adenauer<br>L-2950 Luxembourg |

Any change to the addresses as listed above shall have effect only after such change has been notified in writing to the other parties.

The Recitals and the five Annexes form an integral part of this Guarantee.

Ko zapade znesek z jamstvom in dolžnik z jamstvom pod pogoji, s katerimi se strinja banka, položi znesek v višini omenjenega zneska z jamstvom ali enakovredno finančno premoženje v korist banke v domači valuti, v valuti posojila ali v kateri koli drugi prosti zamenljivi valuti, pa takšen depozit ali drugo premoženje ni prenosljivo ali zamenljivo, garanti s tem pooblastijo banko, da omeji terjatev garantov glede deleža zneska z jamstvom, ki ustreza višini depozita ali drugega premoženja, na takšen depozit ali drugo premoženje.

## 6. ČLEN

### Davki in stroški

6.01 Davčna bremena in drugi stroški, ki nastanejo v zvezi z dajanjem, izvajanjem ali uveljavljivijo te garancije, bremenijo garante sorazmerno z njihovimi deleži iz priloge 2.

6.02 Garanti banki povrnejo vse davke in stroške, ki jih je imela banka pri izterjavi zneskov z jamstvom, v skladu s cotonoujskim sporazumom o upravljanju zaostalih plačil II ali do njegovega sprejetja v skladu s sporazumom o upravljanju zaostalih plačil, sklenjenim 8. aprila 2002 med državami članicami in banko.

## 7. ČLEN

### Pravo, ki se uporablja

7.01 Za to garancijsko pogodbo veljajo splošna načela, skupna pravu držav članic, in je sestavljena v skladu z njimi.

## 8. ČLEN

### Sodna pristojnost

8.01 Spori med pogodbencami te garancijske pogodbe, ki niso brez odlašanja rešeni po mirni poti, se predložijo v odločanje Sodišču Evropskih skupnosti v skladu z 238. členom Pogodbe o ES.

## 9. ČLEN

### Zaupnost

9.01 Ob upoštevanju, da so lahko nekatere informacije, izmenjane po tej garancijski pogodbi, zaupne, v nekaterih primerih pa tudi poslovno občutljive, se banka in garanti vezujejo, da tretji osebi brez predhodnega pisnega soglasja druge strani ne bodo razkrili nobenih informacij, ki jih je ena od strani dobila v okviru te garancijske pogodbe. Ta obveznost se ne nanaša na informacije, ki jih je treba dati na podlagi zakona ali odredbe pristojnega sodišča.

## 10. ČLEN

### Obvestila in sporočila

10.01 Obvestila in druga sporočila, dana po tej pogodbi garantom ali banki, se pošljejo s priporočenim pismom ali na drug priznani način na navedene naslove prejemnikov:

|             |  |
|-------------|--|
| za garanta: | naslov iz priloge 1,                                 |
| za banko:   | 100, boulevard Konrad Adenauer<br>L-2950 Luxembourg. |

Morebitne spremembe navedenih naslovov začnejo učinkovati šele, ko so o njih druge strani pisno obveščene.

Uvodne navedbe in pet prilog so sestavni del te garancijske pogodbe.

**ARTICLE 11****Signature of Guarantee**

11.01 This Guarantee will be binding in respect of each Guarantor immediately upon its valid signature or ratification of the Guarantee.

11.02 The authentic texts of this Guarantee shall be in English, French and German. This Guarantee shall be signed in one original in each of the three authentic languages.

11.03 The originals shall be deposited at the Bank. The Bank shall send certified copies of the originals in the three authentic languages to each Guarantor bound by this Guarantee.

IN WITNESS WHEREOF each of the parties hereto has caused this Guarantee to be signed by its authorised signatory on the date hereafter respectively provided.

Signed on behalf of The Kingdom of Belgium  
by: REYNDERS Didier, (s)  
date: 8. 7. 2008  
Name of signatory: REYNDERS Didier

Signed on behalf The Republic of Bulgaria  
by: Plamen ORESHARSKI, (s)  
date: 8. 7. 2008  
Name of signatory: Plamen ORESHARSKI

Signed on behalf of The Czech Republic  
by: Miroslav KALOUSEK, (s)  
date: 7. 10. 2008  
Name of signatory: Miroslav KALOUSEK

Signed on behalf of The Kingdom of Denmark  
by: Claus GRUBE, (s)  
date: 8. 7. 2008  
Name of signatory: Claus GRUBE

Signed on behalf of The Federal Republic of Germany  
by: Edmund DUCKWITZ, (s)  
date: 20. 11. 2008  
Name of signatory: Edmund DUCKWITZ

Signed on behalf of The Republic of Estonia  
by: Ivar SIKK, (s)  
date: 11. 3. 2009  
Name of signatory: Ivar SIKK

Signed on behalf of The Hellenic Republic  
by: Armagou IOULIA, (s)  
date: 12. 12. 2008  
Name of signatory: Armagou IOULIA

Signed on behalf of The Kingdom of Spain  
by: Pedro SOLBES, (s)  
date: 3. 11. 2008  
Name of signatory: Pedro SOLBES

Signed on behalf of The French Republic  
by: Christine LAGARDE, (s)  
date: 15. 7. 2008  
Name of signatory: Christine LAGARDE

Signed on behalf of Ireland  
by: Brian LENIHAN, (s)  
date: 4. 11. 2008  
Name of signatory: Brian LENIHAN

**11. ČLEN****Podpis garancijske pogodbe**

11.01 Ta garancijska pogodba postane zavezajoča za vsakega garanta takoj po veljavnem podpisu ali ratifikaciji.

11.02 Verodostojna besedila te garancijske pogodbe so v angleškem, francoskem in nemškem jeziku. Ta garancijska pogodba se podpiše v enem izvirniku v vsakem od teh treh verodostojnih jezikov.

11.03 Izvirnike hrani banka. Banka vsem garantom, ki jih zavezuje ta garancijska pogodba, pošlje overjene kopije izvirnikov v teh treh verodostojnih jezikih.

V DOKAZ NAVEDENEGA so pooblaščeni podpisniki podbenic podpisali to garancijsko pogodbo na spodaj navedene datume.

Podpisal v imenu Kraljevine Belgije:  
REYNDERS Didier, I.r.  
datum: 8. 7. 2008  
ime in priimek podpisnika: REYNDERS Didier

Podpisal v imenu Republike Bolgarije:  
Plamen ORESHARSKI, I.r.  
datum: 8. 7. 2008  
ime in priimek podpisnika: Plamen ORESHARSKI

Podpisal v imenu Češke republike:  
Miroslav KALOUSEK, I.r.  
datum: 7. 10. 2008  
ime in priimek podpisnika: Miroslav KALOUSEK

Podpisal v imenu Kraljevine Danske:  
Claus GRUBE, I.r.  
datum: 8. 7. 2008  
ime in priimek podpisnika: Claus GRUBE

Podpisal v imenu Zvezne republike Nemčije:  
Edmund DUCKWITZ, I.r.  
datum: 20. 11. 2008  
ime in priimek podpisnika: Edmund DUCKWITZ

Podpisal v imenu Republike Estonije:  
Ivar SIKK, I.r.  
datum: 11. 3. 2009  
ime in priimek podpisnika: Ivar SIKK

Podpisala v imenu Helenske republike:  
Armagou IOULIA, I.r.  
datum: 12. 12. 2008  
ime in priimek podpisnice: Armagou IOULIA

Podpisal v imenu Kraljevine Španije:  
Pedro SOLBES, I.r.  
datum: 3. 11. 2008  
ime in priimek podpisnika: Pedro SOLBES

Podpisala v imenu Francoske republike:  
Christine LAGARDE, I.r.  
datum: 15. 7. 2008  
ime in priimek podpisnice: Christine LAGARDE

Podpisal v imenu Irske:  
Brian LENIHAN, I.r.  
datum: 4. 11. 2008  
ime in priimek podpisnika: Brian LENIHAN

Signed on behalf of The Italian Republic  
by: Carlo MONTICELLI, (s)  
date: 10. 3. 2009  
Name of signatory: Carlo MONTICELLI

Signed on behalf of The Republic of Cyprus  
by: Kyriacos KAKOURIS, (s)  
date: 26. 3. 2009  
Name of signatory: Kyriacos KAKOURIS

Signed on behalf of The Republic of Latvia  
by: Normunds POPENS, (s)  
Subject to ratification  
date: 25. 2. 2009  
Name of signatory: Normunds POPENS

Signed on behalf of The Republic of Lithuania  
by: Miglé TUSKIENÉ, (s)  
date: 22. 1. 2009  
Name of signatory: Miglé TUSKIENÉ

Signed on behalf of The Grand Duchy of Luxembourg  
by: Jean-Claude JUNCKER, (s)  
date: 8. 7. 2008  
Name of signatory: Jean-Claude JUNCKER

Signed on behalf of The Republic of Hungary  
by: János VERES, (s)  
date: 7. 10. 2008  
Name of signatory: János VERES

Signed on behalf of Malta  
by: Alfred CAMILLERI, (s)  
date: 8. 7. 2008  
Name of signatory: Alfred CAMILLERI

Signed on behalf of The Kingdom of the Netherlands  
by: Pim VAN BALLEKOM, (s)  
date: 21. 10. 2008  
Name of signatory: Pim VAN BALLEKOM

Signed on behalf of The Republic of Austria  
by: Thomas WIESER, (s)  
date: 7. 7. 2008  
Name of signatory: Thomas WIESER

Signed on behalf of The Republic of Poland  
by: Jacek DOMINIK, (s)  
date: 3. 2. 2009  
Name of signatory: Jacek DOMINIK

Signed on behalf of The Portuguese Republic  
by: Durães CONCEIÇÃO, (s)  
date: 28. 1. 2009  
Name of signatory: Durães CONCEIÇÃO

Signed on behalf of Romania  
by: Eugen Orlando TEODOROVICI, (s)  
date: 21. 10. 2008  
Name of signatory: Eugen Orlando TEODOROVICI

Signed on behalf of The Republic of Slovenia  
by: Rok ZAGORSKI, (s)  
date: 30. 12. 2008  
Name of signatory: Rok ZAGORSKI

Signed on behalf of The Slovak Republic  
by: Maroš ŠEFČOVIČ, (s)  
date: 29. 10. 2008  
Name of signatory: Maroš ŠEFČOVIČ

Podpisal v imenu Italijanske republike:  
Carlo MONTICELLI, I.r.  
datum: 10. 3. 2009  
ime in priimek podpisnika: Carlo MONTICELLI

Podpisal v imenu Republike Ciper:  
Kyriacos KAKOURIS, I.r.  
datum: 26. 3. 2009  
ime in priimek podpisnika: Kyriacos KAKOURIS

Podpisal v imenu Republike Latvije:  
Normunds POPENS, I.r.  
S pridržkom ratifikacije  
datum: 25. 2. 2009  
ime in priimek podpisnika: Normunds POPENS

Podpisala v imenu Republike Litve:  
Miglé TUSKIENÉ, I.r.  
datum: 22. 1. 2009  
ime in priimek podpisnice: Miglé TUSKIENÉ

Podpisal v imenu Velikega vojvodstva Luksemburg:  
Jean-Claude JUNCKER, I.r.  
datum: 8. 7. 2008  
ime in priimek podpisnika: Jean-Claude JUNCKER

Podpisal v imenu Republike Madžarske:  
János VERES, I.r.  
datum: 7. 10. 2008  
ime in priimek podpisnika: János VERES

Podpisal v imenu Malte:  
Alfred CAMILLERI, I.r.  
datum: 8. 7. 2008  
ime in priimek podpisnika: Alfred CAMILLERI

Podpisal v imenu Kraljevine Nizozemske:  
Pim VAN BALLEKOM, I.r.  
datum: 21. 10. 2008  
ime in priimek podpisnika: Pim VAN BALLEKOM

Podpisal v imenu Republike Avstrije:  
Thomas WIESER, I.r.  
datum: 7. 7. 2008  
ime in priimek podpisnika: Thomas WIESER

Podpisal v imenu Republike Poljske:  
Jacek DOMINIK, I.r.  
datum: 3. 2. 2009  
ime in priimek podpisnika: Jacek DOMINIK

Podpisal v imenu Portugalske republike:  
Durães CONCEIÇÃO, I.r.  
datum: 28. 1. 2009  
ime in priimek podpisnika: Durães CONCEIÇÃO

Podpisal v imenu Romunije:  
Eugen Orlando TEODOROVICI, I.r.  
datum: 21. 10. 2008  
ime in priimek podpisnika: Eugen Orlando TEODOROVICI

Podpisal v imenu Republike Slovenije:  
Rok ZAGORSKI, I.r.  
datum: 30. 12. 2008  
ime in priimek podpisnika: Rok ZAGORSKI

Podpisal v imenu Slovaške republike:  
Maroš ŠEFČOVIČ, I.r.  
datum: 29. 10. 2008  
ime in priimek podpisnika: Maroš ŠEFČOVIČ

Signed on behalf of The Republic of Finland  
by: Pasi HELLMAN, (s)  
date: 30. 7. 2008  
Name of signatory: Pasi HELLMAN

Signed on behalf of The Kingdom of Sweden  
by: Sven-Olof PETERSSON, (s)  
date: 23. 7. 2008  
Name of signatory: Sven-Olof PETERSSON

Signed on behalf of The United Kingdom of Great Britain  
and Northern Ireland  
by: Tamsyn BARTON, (s)  
date: 15. 7. 2008  
Name of signatory: Tamsyn BARTON

Signed on behalf of European Investment Bank  
by: MAYSTADT Philippe, (s)  
date: 31. 3. 2009  
Name of signatory: MAYSTADT Philippe

Podpisal v imenu Republike Finske:  
Pasi HELLMAN, l.r.  
datum: 30. 7. 2008  
ime in priimek podpisnika: Pasi HELLMAN

Podpisal v imenu Kraljevine Švedske:  
Sven-Olof PETERSSON, l.r.  
datum: 23. 7. 2008  
ime in priimek podpisnika: Sven-Olof PETERSSON

Podpisala v imenu Združenega kraljestva Velika Britanija  
in Severna Irska:  
Tamsyn BARTON, l.r.  
datum: 15. 7. 2008  
ime in priimek podpisnice: Tamsyn BARTON

Podpisal v imenu Evropske investicijske banke:  
MAYSTADT Philippe, l.r.  
datum: 31. 3. 2009  
ime in priimek podpisnika: MAYSTADT Philippe

**Annex 2**Respective participation of Guarantors<sup>1</sup>

| <b>Capital of the Bank<br/>subscribed by the Member<br/>States as follows:</b> | <b>164,808,169,000.00</b> |            |
|--|---------------------------|------------|
| Germany  | 26,649,532,500.00         | 16.170031% |
| France   | 26,649,532,500.00         | 16.170031% |
| Italy  | 26,649,532,500.00         | 16.170031% |
| United Kingdom   | 26,649,532,500.00         | 16.170031% |
| Spain  | 15,989,719,500.00         | 9.702019%  |
| Belgium  | 7,387,065,000.00          | 4.482220%  |
| Netherlands  | 7,387,065,000.00          | 4.482220%  |
| Sweden   | 4,900,585,500.00          | 2.973509%  |
| Denmark  | 3,740,283,000.00          | 2.269477%  |
| Austria  | 3,666,973,500.00          | 2.224995%  |
| Poland   | 3,411,263,500.00          | 2.069839%  |
| Finland  | 2,106,816,000.00          | 1.278344%  |
| Greece   | 2,003,725,500.00          | 1.215793%  |
| Portugal   | 1,291,287,000.00          | 0.783509%  |
| Czech Republic   | 1,258,785,500.00          | 0.763788%  |
| Hungary  | 1,190,868,500.00          | 0.722579%  |
| Ireland  | 935,070,000.00            | 0.567369%  |
| Romania  | 863,514,500.00            | 0.523951%  |
| Slovakia   | 428,490,500.00            | 0.259993%  |
| Slovenia   | 397,815,000.00            | 0.241381%  |
| Bulgaria   | 290,917,500.00            | 0.176519%  |
| Lithuania  | 249,617,500.00            | 0.151459%  |
| Luxembourg   | 187,015,500.00            | 0.113475%  |
| Cyprus   | 183,382,000.00            | 0.111270%  |
| Latvia   | 152,335,000.00            | 0.092432%  |
| Estonia  | 117,640,000.00            | 0.071380%  |
| Malta  | 69,804,000.00             | 0.042355%  |
|  |                           | 100.00000% |

<sup>1</sup> See fifth Recital.

**Priloga 2**Deleži garantov<sup>1</sup>

|   |                           |             |
|---|---------------------------|-------------|
| <b>Kapital banke,</b>                   | <b>164.808.169.000,00</b> |             |
| <b>ki so ga vpisale države članice:</b> |                           |             |
| Nemčija                                 | 26.649.532.500,00         | 16,170031 % |
| Francija                                | 26.649.532.500,00         | 16,170031 % |
| Italija                                 | 26.649.532.500,00         | 16,170031 % |
| Združeno kraljestvo                     | 26.649.532.500,00         | 16,170031 % |
| Španija                                 | 15.989.719.500,00         | 9,702019 %  |
| Belgija                                 | 7.387.065.000,00          | 4,482220 %  |
| Nizozemska                              | 7.387.065.000,00          | 4,482220 %  |
| Švedska                                 | 4.900.585.500,00          | 2,973509 %  |
| Danska                                  | 3.740.283.000,00          | 2,269477 %  |
| Avstrija                                | 3.666.973.500,00          | 2,224995 %  |
| Poljska                                 | 3.411.263.500,00          | 2,069839 %  |
| Finska                                  | 2.106.816.000,00          | 1,278344 %  |
| Grčija                                  | 2.003.725.500,00          | 1,215793 %  |
| Portugalska                             | 1.291.287.000,00          | 0,783509 %  |
| Češka republika                         | 1.258.785.500,00          | 0,763788 %  |
| Madžarska                               | 1.190.868.500,00          | 0,722579 %  |
| Irska                                   | 935.070.000,00            | 0,567369 %  |
| Romunija                                | 863.514.500,00            | 0,523951 %  |
| Slovaška                                | 428.490.500,00            | 0,259993 %  |
| Slovenija                               | 397.815.000,00            | 0,241381 %  |
| Bulgarija                               | 290.917.500,00            | 0,176519 %  |
| Litva                                   | 249.617.500,00            | 0,151459 %  |
| Luksemburg                              | 187.015.500,00            | 0,113475 %  |
| Ciper                                   | 183.382.000,00            | 0,111270 %  |
| Latvija                                 | 152.335.000,00            | 0,092432 %  |
| Estonija                                | 117.640.000,00            | 0,071380 %  |
| Malta                                   | 69.804.000,00             | 0,042355 %  |
|   |                           | 100,00000 % |

<sup>1</sup> Glej peto uvodno navedbo.

**Annex 3****DEFINITION OF POLITICAL RISKS**

**NAMELY NON-TRANSFER OF CURRENCY, EXPROPRIATION, WAR OR CIVIL DISTURBANCE AND DENIAL OF JUSTICE UPON BREACH OF CONTRACT**

**1. NON-TRANSFER OF CURRENCY**

means:

any action by the Host Government which, directly or indirectly, prevents a Guaranteed Debtor from converting funds in local currency into the currency of the Loan Agreement or into a freely convertible currency or into another currency deemed acceptable by the Bank, or from transferring outside the Host Country the local currency concerned or the currency into which the local currency has been converted, for the purpose of (i) paying any Guaranteed Sum, (ii) receiving any Guaranteed Sum in the currency and in accordance with the terms and conditions agreed, or (iii) recovering any Guaranteed Sum which has been duly paid; and

any failure by the Host Government to take action with a view to effecting or allowing such conversion or such transfer by or on behalf of the Bank, or a Guaranteed Debtor;

with the proviso that:

(a) the Guaranteed Debtor is able freely and lawfully to avail itself within the Host Country of the local currency or other currency into which the local currency has been converted; and

(b) the Guaranteed Debtor concerned or, as the case may be, the Bank has without success for a period of 30 days endeavoured by all reasonable means to complete the necessary legal formalities to effect the transfer or conversion.

**2. EXPROPRIATION**

means:

any measure taken, directed, authorised, ratified, or approved by the Host Government, which is an administrative action or a legislative action and constitutes expropriation within the meaning of this Section 2.

A measure constitutes an act of expropriation within the meaning of this Section 2 if the measure:

prevents the Guaranteed Debtor from paying a Guaranteed Sum and results in a default that continues for a period of 90 days; or

deprives for a period of 90 days a Third-Party Guarantor or the Bank of its rights as a creditor against collateral security or commercial guarantees of repayment in respect of scheduled payments that have fallen due for other reasons than as a consequence of one of the risks defined in this Annex; or

deprives a Third-Party Guarantor or the Bank, for a 90-day period, of the use of funds deposited either in local currency or in foreign currency, with a financial institution in the Host Country, by him or for his account for the purposes of recovery under scheduled payments.

No measure on the part of the Host Government shall be deemed to constitute an expropriation if it constitutes a bona fide non-discriminatory measure of general application of a kind that governments normally take in the public interest for such purposes as ensuring public safety, raising tax revenue, protecting the environment or regulating economic activities, unless the measure is designed by the Host Government to have a confiscatory effect.

Breach by the Host Government of a contractual obligation owed to a Guaranteed Debtor shall not of itself constitute an expropriatory measure.

**3. WAR OR CIVIL DISTURBANCE**

means:

any act of war (declared or otherwise), revolution, insurrection, civil war, riot or social strife, terrorism or sabotage having the direct and immediate effect of

**Priloga 3****OPREDELITEV POLITIČNIH TVEGANJ,**

**IN SICER NEPRENOS VALUTE, RAZLASTITEV, VOJNA ALI DRŽAVLJANSKI NEMIRI IN odrekanje SODNEGA VARSTVA OB KRŠITVI POGODBEE**

**1. NEPRENOS VALUTE**

pomeni:

vsako dejanje vlade gostiteljice, ki dolžniku z jamstvom neposredno ali posredno prepreči zamenjavo sredstev v domači valuti v valuto iz posojilne pogodbe ali v prosto zamenljivo valuto ali v drugo za banko sprejemljivo valuto ali prenos ustreznega domačega valuta ali valute, v katero je bila zamenjana domača valuta, iz države gostiteljice zaradi (i) plačila zneska z jamstvom, (ii) prejema zneska z jamstvom v dogovorjeni valuti ter v skladu z dogovorjenimi pogoji ali (iii) izterjave ustreznega plačanega zneska z jamstvom, in

da vlada gostiteljica ni sprejela nobenih ukrepov, s katerimi bi izvedla ali dovolila, da tako zamenjavo ali prenos opravi banka ali dolžnik z jamstvom ali se opravi v njuno korist,

pod pogojem, da:

(a) lahko dolžnik z jamstvom v državi gostiteljici prosto in zakonito uporablja domačo valuto ali valuto, v katero je bila domača valuta zamenjana, in

(b) si je ta dolžnik z jamstvom ali banka, odvisno od primera, 30 dni neuspešno z vsemi razumnimi sredstvi prizadeval opraviti potrebne pravne formalnosti za prenos ali zamenjavo.

**2. RAZLASTITEV**

pomeni:

vsak ukrep, ki ga je sprejela, usmerjala, dovolila, potrdila ali odobrila vlada gostiteljica in je upravni ali zakonski ukrep ter pomeni razlastitev v smislu tega 2. oddelka.

Ukrep pomeni razlastitev v smislu tega 2. oddelka, če:

(a) preprečuje dolžniku z jamstvom plačati znesek z jamstvom, posledica česar je 90 dnevna zamuda pri plačilu, ali

(b) garanta kot tretjo osebo ali banko za 90 dni prikrajša za pravice upnika v zvezi z zavarovanjem s premoženjem ali komercialno garancijo za vračilo predvidenih plačil, ki so zapadla iz drugih razlogov in ne zaradi enega od tveganj, opredeljenih v tej prilogi, ali

(c) garanta kot tretjo osebo ali banko za 90 dni prikrajša za uporabo sredstev, ki jih položi sam ali sama ali so položena za njegov ali njen račun v domači ali tuji valuti pri finančni instituciji v državi gostiteljici, zaradi izterjave predvidenih plačil.

Ukrepanje vlade gostiteljice pa ne pomeni razlastitve, če gre za splošno veljaven nediskriminacijski ukrep v dobrini veri, ki ga vlade običajno sprejmejo v javnem interesu zaradi zagotavljanja javne varnosti, povečanja davčnih prihodkov, varovanja okolja ali urejanja gospodarskih dejavnosti s predpisi, razen če je ukrep vlade gostiteljice oblikovan tako, da učinkuje kot zaplemba.

Če vlada gostiteljica krši pogodbene obveznosti do dolžnika z jamstvom, to še ne pomeni razlastitvenega ukrepa.

**3. VOJNA ALI DRŽAVLJANSKI NEMIRI**

pomeni:

vojno (napovedano ali nenapovedano), revolucijo, vstajo, državljansko vojno, upor ali nemire, terorizem ali sabotažo, ki neposredno in nemudoma:

(i) preventing a Guaranteed Debtor for a period of 90 days from paying a Guaranteed Sum or

(ii) preventing a Third-Party Guarantor or the Bank for a period of 90 days from effecting recovery in respect of Guaranteed Sums which have been duly paid or from receiving a Guaranteed Sum in the due currency and in the manner contractually provided for.

In all cases, to constitute an act of war or civil disturbance, the act must have been undertaken with the primary intent of pursuing a political objective. Acts undertaken principally in order to support labour, employment, students' interests or other non-political objectives shall not be covered under this Section 3.

The time periods of 30 or 90 days referred to in Sections 1, 2 and 3 of this Annex shall not apply if the payment default, deprivation of entitlement or non-recovery results from the extension of an event, as defined in this Annex, the existence of which has been duly established during a prior payment default for which the time periods referred to above have already been applied.

#### 4. DENIAL OF JUSTICE UPON BREACH OF CONTRACT

means:

the repudiation or breach by a Host Government of a Project Agreement (as defined below), where the repudiation or breach either:

(i) prevents, or materially contributes to preventing, the Guaranteed Debtor from performing its obligations towards the Bank; or

(ii) prevents the Bank or a Third-Party Guarantor from realising the full value of security taken over the revenues or other benefits derived from any security interest in the Project Agreement.

Cover shall be limited to cases where an arbitral tribunal renders a final, binding and enforceable award providing for damages in respect of the Relevant Party's claim for damages for breach or repudiation; provided that:

(a) the award is for a specified monetary amount, and is rendered for breach of a contractual obligation under, or for repudiation of, a Project Agreement by the Host Government;

(b) the Relevant Party has made reasonable efforts to exhaust all legal remedies to enforce the award against the Host Government for a period of 180 consecutive days from the date of the award. A precautionary demand upon the Bank can be made by a Third-Party Guarantor in cases where this period has not yet expired within the 2 years preclusion period set out in Article 2.03 (ii) of this Guarantee. Such precautionary demand does not entitle the Bank to make a demand for payment under this Guarantee, but merely serves as a means to suspend the preclusion set out in article 2.03 (ii) of this Guarantee. Any remaining part of the preclusion period shall start to run again upon expiration of the enforcement period. The Bank shall inform the Guarantors of any precautionary demands made by a Third-Party Guarantor;

(c) the Host Government's refusal to enforce the award is arbitrary and/or discriminatory.

For this purpose:

(a) An "arbitral tribunal" means any arbitral tribunal or panel, wherever it is established, which is independent from the Host Government, and which is entrusted under the terms of the Project Agreement to make a final, binding and enforceable award on a claim by a Relevant Party there under and whose award is capable of enforcement in the Host Country under the provisions of the New York Convention on the Recognition and Enforcement of Arbitral Awards;

(b) An award is deemed to be "binding", if it creates legal rights for the parties in relation to the subject matter of the dispute between them;

(i) dolžniku z jamstvom za 90 dni preprečijo plačilo zneska z jamstvom ali

(ii) garantu kot tretji osebi ali banki za 90 dni preprečijo izterjavo ustrezno plačanih zneskov z jamstvom ali prejem zneska z jamstvom v ustrezni valuti na način, predviden s pogodbo.

Za vse primere pa velja, da gre za vojno ali državljske nemire le takrat, ko je bil njihov temeljni namen uveljavljanje političnih ciljev. Ta 3. oddelek ne zajema dejanj, do katerih je prišlo zaradi podpore delavcem, zaposlovanju, študentskim interesom ali drugim nepolitičnim ciljem.

Časovno obdobje 30 ali 90 dni iz 1., 2. in 3. oddelka te priloge se ne uporablja, če je razlog za neplačilo, prikrajšanje za pravice ali neizterjavo nadaljevanje v tej prilogi opredeljenega dogodka, katerega nastanek je bil pravilno ugotovljen pri prejšnjem neplačilu, kjer je že bilo uveljavljeno navedeno časovno obdobje.

#### 4. ODREKANJE SODNEGA VARSTVA OB KRŠITVI POGODEBE

pomeni:

da vlada gostiteljica ne prizna projektne pogodbe (kakor je opredeljena spodaj) ali jo krši, s tem da:

(i) dolžniku z jamstvom preprečuje izpolnjevanje obveznosti do banke ali k temu bistveno prispeva ali

(ii) banki ali garantu kot tretji osebi preprečuje unovčenje celotne vrednosti zavarovanja, ki se nanaša na prihodke ali druge prejemke iz zavarovanja po projektnej pogodbi.

Kritje je omejeno na primere, ko razsodišče izda dokončno, zavezujočo in izvršljivo razsodbo glede odškodninskega zahtevka zadevne stranke za škodo, nastalo zaradi kršitve ali nepriznavanja projektnej pogodbe, če:

(a) se razsodba nanaša na določen denarni znesek in je bila izdana, ker je vlada gostiteljica kršila pogodbene obveznosti iz projektnej pogodbe ali projektnej pogodbe ni priznala;

(b) si je zadevna stranka v 180 zaporednih dneh od datuma razsodbe v razumnem obsegu prizadevala, da bi izkoristila vsa pravna sredstva za izvršitev razsodbe zoper vlado gostiteljico. Garant kot tretja oseba lahko pri banki vloži preventivni zahtevek v primerih, ko omenjeno obdobje znotraj dveletnega prekluzivnega roka iz točke (ii) člena 2.03 garancijske pogodbe še ni poteklo. Tak preventivni zahtevek banki ne daje pravice, da zahteva plačilo po tej garancijski pogodbi, temveč je le sredstvo za odložitev prekluzivnega roka iz točke (ii) člena 2.03 te garancijske pogodbe. Morebitni preostali del prekluzivnega roka začne ponovno teči po izteku roka za izvršitev. Banka garante obvesti o vseh preventivnih zahtevkih garanta kot tretje osebe;

(c) vlada gostiteljica samovoljno in/ali diskriminacijsko zavrne izvršitev razsodbe.

V ta namen:

(a) »razsodišče« pomeni vsako arbitražno sodišče ali senat ne glede na to, kje je ustanovljen, ki je neodvisen od vlade gostiteljice ter je v sladu s projektnej pogodbo pooblaščen za sprejetje dokončne, zavezujoče in izvršljive razsodbe, o zahtevku zadevne stranke na podlagi projektnej pogodbe, in katerega razsodbo je v državi gostiteljici mogoče izvršiti v skladu z določbami Newyorške konvencije o priznanju in izvršitvi tujih arbitražnih odločb;

(b) je razsodba »zavezujoča«, če v zvezi s predmetom spora med pogobenicami vzpostavlja zakonite pravice;

(c) An award is deemed to be “**enforceable**” unless the arbitral tribunal that renders the award, or any other competent body, suspends or denies the enforcement of the award;

(d) An award of an arbitral tribunal is deemed “**final**”, if the time for appeal or challenge to the award has expired without an admissible challenge or appeal having been made;

(e) “**Project**” means a project within the scope of the Cotonou Framework and described by a Project Credit Report;

(f) “**Project Agreement**” means an agreement, contract or binding commitment between a Relevant Party and a Host Government which is directly related to a Project and is, in the reasonable opinion of the Bank, critical to the financial or technical viability of the Project, and includes, by way of illustration, any of the following types of agreement or commitment, namely supply agreements, off-take agreements, subsidy agreements, user agreements, concessions, licences to exploit, or price setting mechanisms;

(g) “**Relevant Party**” means a Borrower or a parent company or a subsidiary of the Borrower situated in the same country than the Borrower.

The Relevant Party or the Third-Party Guarantor shall be obliged to take all reasonable efforts to exhaust available remedies to enforce the award against the Host Government or to use reasonable efforts to ensure that the Relevant Party or the Third-Party Guarantor which is able to exercise those remedies does so.

Each agreement with a Guaranteed Debtor shall reserve for the Bank the right to specify the measures that the Relevant Party or the Third-Party Guarantor shall take, or shall ensure be taken, to enforce an arbitral award on a claim for breach or repudiation of contract. The Bank is not obliged to require any party to take measures that are, in the judgement of the Bank, disproportionate to their likely benefit.

The Bank may agree to reimburse any Guaranteed Debtor for the reasonable cost of enforcement proceedings. The Guarantors shall reimburse the Bank for any cost it thereby incurs.

## 5. GENERAL EXCLUSION

None of the following acts or risks shall warrant the calling of the Guarantee:

- any act of the Host Country to which the Guaranteed Debtor or, in the case of Section 4 of this Annex, the Relevant Party, has freely consented or where the preponderant cause lies in the illegal and unreasonable conduct of the Guaranteed Debtor or the Relevant Party;

- any Political Risk, as defined above, clearly prevailing at the date on which the Bank signed the relevant Loan Agreement or security agreement and producing the effects referred to in this Annex at such date.

### 3. člen

Za izvajanje garancijske pogodbe skrbi Ministrstvo za finance.

### 4. člen

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

Št. 00724-76/2010  
Ljubljana, dne 16. decembra 2010  
EVA 2009-1811-0008

Vlada Republike Slovenije

Borut Pahor I.r.  
Predsednik

## VSEBINA

- |      |   |      |
|------|---|------|
| 159. | Zakon o ratifikaciji Konvencije o medsebojni upravni pomoči pri davčnih zadevah in Protokola o spremembni Konvenciji o medsebojni upravni pomoči pri davčnih zadevah (MKMPDZ)   | 1953 |
| 160. | Zakon o ratifikaciji Okvirnega sporazuma o obsegžnem partnerstvu in sodelovanju med Evropsko skupnostjo in njenimi državami članicami na eni strani ter Republiko Indonezijo na drugi strani s sklepno listino (MIDOPS)   | 1968 |
| 161. | Zakon o ratifikaciji Sporazuma o sedežu med Vlado Republike Slovenije in Agencijo za sodelovanje energetskih regulatorjev (MSASER)  | 1999 |
| 162. | Uredba o ratifikaciji Sporazuma o uvajanju svetovnih tehničnih predpisov za cestna vozila, opremo in dele, ki se lahko vgradijo in/ali uporabljajo v/na cestnih vozilih   | 2006 |
| 163. | Uredba o ratifikaciji Sporazuma o upravljanju zaostalih plačil med Kraljevino Belgijo, Republiko Bolgarijo, Češko republiko, Kraljevino Dansko, Zvezno republiko Nemčijo, Republiko Estonijo, Helensko Republiko, Kraljevino Španijo, Francosko Republiko, Irsko, Italijansko republiko, Republiko Ciper, Republiko Latvijo, Republiko Litvo, Velikim vojvodstvom Luksemburg, Republiko Madžarsko, Malto, Kraljevino Nizozemska, Republiko Avstrijo, Republiko Poljsko, Portugalsko republiko, Romunijo, Republiko Slovenijo, Slovaško republiko, Republiko Finsko, Kraljevino Švedska, Združenim kraljestvom Velika Britanija in Severna Irska in Evropsko investicijsko banko, ki ureja postopke plačil in povračil iz garancij držav članic v korist Evropske investicijske banke                                      | 2020 |
| 164. | Uredba o ratifikaciji Garancijske pogodbe med Kraljevino Belgijo, Republiko Bolgarijo, Češko republiko, Kraljevino Dansko, Zvezno republiko Nemčijo, Republiko Estonijo, Helensko republiko, Kraljevino Španijo, Francosko republiko, Irsko, Italijansko republiko, Republiko Ciper, Republiko Latvijo, Republiko Litvo, Velikim vojvodstvom Luksemburg, Republiko Madžarsko, Malto, Kraljevino Nizozemska, Republiko Avstrijo, Republiko Poljsko, Portugalsko republiko, Romunijo, Republiko Slovenijo, Slovaško republiko, Republiko Finsko, Kraljevino Švedska, Združenim kraljestvom Velika Britanija in Severna Irska in Evropsko investicijsko banko o posojilih, ki jih Evropska investicijska banka da za investicijske projekte v afriških, karibskih in pacifiških državah ter v čezmorskih državah in ozemljih | 2031 |

