

Uradni list Republike Slovenije



Mednarodne pogodbe

Internet: www.uradni-list.si

e-pošta: info@uradni-list.si

Št. 14 (Uradni list RS, št. 93) Ljubljana, petek 18. 11. 2011

ISSN 1318-0932 Leto XXI

89. Zakon o ratifikaciji Sporazuma med državami članicami Evropske unije, ki so se sestale v okviru Sveta, o varovanju tajnih podatkov, ki se izmenjujejo v interesu Evropske unije (MVTPIEU)

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

U K A Z

o razglasitvi Zakona o ratifikaciji Sporazuma med državami članicami Evropske unije, ki so se sestale v okviru Sveta, o varovanju tajnih podatkov, ki se izmenjujejo v interesu Evropske unije (MVTPIEU)

Razglašam Zakon o ratifikaciji Sporazuma med državami članicami Evropske unije, ki so se sestale v okviru Sveta, o varovanju tajnih podatkov, ki se izmenjujejo v interesu Evropske unije (MVTPIEU), ki ga je sprejel Državni zbor Republike Slovenije na seji 19. oktobra 2011.

Št. 003-02-9/2011-25
Ljubljana, dne 27. oktobra 2011

dr. Danilo Türk I.r.
Predsednik
Republike Slovenije

Z A K O N

**O RATIFIKACIJI SPORAZUMA MED DRŽAVAMI ČLANICAMI EVROPSKE UNIJE,
KI SO SE SESTALE V OKVIRU SVETA, O VAROVANJU TAJNIH PODATKOV, KI SE IZMENJUJEJO
V INTERESU EVROPSKE UNIJE (MVTPIEU)**

1. člen

Ratificira se Sporazum med državami članicami Evropske unije, ki so se sestale v okviru Sveta, o varovanju tajnih podatkov, ki se izmenjujejo v interesu Evropske unije, podpisani v Bruslju 4. maja 2011.

2. člen

Sporazum se v slovenskem in angleškem jeziku glasi:¹

S P O R A Z U M

MED DRŽAVAMI ČLANICAMI EVROPSKE UNIJE,
KI SO SE SESTALE V OKVIRU SVETA,
O VAROVANJU TAJNIH PODATKOV,
KI SE IZMENJUJEJO V INTERESU
EVROPSKE UNIJE

PREDSTAVNIKI VLAD DRŽAV ČLANIC EVROPSKE
UNIJE, KI SO SE SESTALI V OKVIRU SVETA –

ob upoštevanju naslednjega:

(1) Države članice Evropske unije (v nadaljnjem besedilu: »pogodbene») priznavajo, da bi bila lahko zaradi celovitega in učinkovitega posvetovanja ter sodelovanja potrebna izmenjava tajnih podatkov med njimi v interesu Evropske unije ter med njimi in institucijami Evropske unije ali agencijami, organi ali uradi, ki jih ustanovijo institucije Evropske unije.

A G R E E M E N T

BETWEEN THE MEMBER STATES OF
THE EUROPEAN UNION, MEETING WITHIN
THE COUNCIL, REGARDING THE PROTECTION
OF CLASSIFIED INFORMATION EXCHANGED
IN THE INTERESTS OF THE EUROPEAN UNION

THE REPRESENTATIVES OF THE GOVERNMENTS OF
THE MEMBER STATES OF THE EUROPEAN UNION, MEET-
ING WITHIN THE COUNCIL,

Whereas:

(1) The Member States of the European Union (hereinafter referred to as "the Parties") recognise that full and effective consultation and cooperation may require the exchange of classified information among them in the interests of the European Union, and between them and European Union institutions or agencies, bodies or offices established by the latter.

¹ Besedilo sporazuma v bolgarskem, češkem, danskem, estonskem, finskem, francoskem, grškem, irskem, italijanskem, latvijskem, litovskem, madžarskem, malteškem, nemškem, nizozemskem, poljskem, portugalskem, romunskem, slovaškem, španskem in švedskem jeziku je na vpogled v Sektorju za mednarodno pravo Ministrstva za zunanje zadeve.

(2) Pogodbenice želijo skupaj prispevati k vzpostavitevi usklajenega in celovitega splošnega okvira za varovanje tajnih podatkov, ki izvirajo iz pogodbenic v interesu Evropske unije, iz institucij Evropske unije, ali agencij, organov ali uradov, ki jih ustanovijo institucije Evropske unije, ali ki jih v tem okviru prejmejo od tretjih držav ali mednarodnih organizacij.

(3) Pogodbenice se zavedajo, da dostop do teh tajnih podatkov in njihova izmenjava zahtevata primerne varnostne ukrepe za njihovo varovanje –

SO SE DOGOVORILI O NASLEDNJEM:

Člen 1

Namen tega sporazuma je zagotoviti, da pogodbenice varujejo tajne podatke, ki:

(a) izvirajo iz institucij Evropske unije, agencij, organov ali uradov, ki jih ustanovi Evropska unija, in se zagotavljajo pogodbenicam ali z njimi izmenjujejo;

(b) izvirajo iz pogodbenic in se zagotavljajo institucijam Evropske unije, agencijam, organom ali uradom, ki jih ustanovi Evropska unija, ali z njimi izmenjujejo;

(c) izvirajo iz pogodbenic, da bi se v interesu Evropske unije zagotavljali ali izmenjali med pogodbenicami, in imajo oznako, iz katere je razvidno, da zanje velja navedeni sporazum;

(d) jih od tretjih držav ali mednarodnih organizacij prejmejo institucije ali agencije Evropske unije, organi ali uradi, ki jih ustanovi Evropska unija, in se zagotavljajo pogodbenicam ali se z njimi izmenjujejo.

Člen 2

V tem sporazumu izraz »tajni podatki« pomenijo vse podatke ali material v kakršni koli obliki, katerih nepooblaščeno razkritje bi lahko v različni meri škodovalo interesom Evropske unije ali eni ali več državam članicam in imajo eno od naslednjih oznak stopnje tajnosti EU ali enakovredno oznako stopnje tajnosti, navedeno v prilogi:

– »TRES SECRET UE/EU TOP SECRET«. Ta stopnja tajnosti se uporablja za podatke in material, katerih nepooblaščeno razkritje bi lahko imelo izjemno težke posledice za vitalne interese Evropske unije ali ene ali več držav članic.

– »SECRET UE/EU SECRET«. Ta stopnja tajnosti se uporablja za podatke in material, katerih nepooblaščeno razkritje bi lahko resno škodovalo vitalnim interesom Evropske unije ali ene ali več držav članic.

– »CONFIDENTIEL UE/EU CONFIDENTIAL«. Ta stopnja tajnosti se uporablja za podatke in material, katerih nepooblaščeno razkritje bi lahko bilo škodljivo za interese Evropske unije ali ene ali več držav članic.

– »RESTREINT UE/EU RESTRICTED«. Ta stopnja tajnosti se uporablja za podatke in material, katerih nepooblaščeno razkritje bi lahko bilo škodljivo za interese Evropske unije ali ene ali več držav članic.

Člen 3

1. Pogodbenice v skladu s svojimi nacionalnimi zakoni in predpisi sprejmejo vse potrebne ukrepe, s katerimi zagotovijo, da je raven varovanja tajnih podatkov, za katere velja ta sporazum, enakovredna ravni varovanja tajnih podatkov, ki je zagotovljena z varnostnimi predpisi Sveta Evropske unije za varovanje tajnih podatkov EU z ustrezno oznako stopnje tajnosti iz priloge.

2. Ta sporazum z ničemer ne posega v nacionalne zakone in predpise pogodbenic o dostopu javnosti do dokumentov, varstvu osebnih podatkov ali varovanju tajnih podatkov.

(2) The Parties share the common desire to contribute to putting in place a coherent and comprehensive general framework for the protection of classified information originating in the Parties in the interests of the European Union, in European Union institutions, or in agencies, bodies or offices established by the latter or received from third States or international organisations in this context.

(3) The Parties are conscious that access to and exchanges of such classified information require appropriate security measures for its protection,

HAVE AGREED AS FOLLOWS:

Article 1

The purpose of this Agreement is to ensure the protection by the Parties of classified information:

(a) originating in European Union institutions, or in agencies, bodies or offices established by the latter and provided to or exchanged with the Parties;

(b) originating in the Parties and provided to or exchanged with European Union institutions, or agencies, bodies or offices established by the latter;

(c) originating in the Parties in order to be provided or exchanged between them in the interests of the European Union and marked to indicate that it is subject to this Agreement;

(d) received by European Union institutions or agencies, bodies or offices established by the latter from third States or international organisations and provided to or exchanged with the Parties.

Article 2

For the purposes of this Agreement, "classified information" shall mean any information or material, in any form, the unauthorised disclosure of which could cause varying degrees of prejudice to the interests of the European Union, or of one or more of the Member States, and which bears one of the following EU classification markings or a corresponding classification marking as set out in the Annex:

– »TRES SECRET UE/EU TOP SECRET«. This marking is applied to information and material the unauthorised disclosure of which could cause exceptionally grave prejudice to the essential interests of the European Union or of one or more of the Member States.

– »SECRET UE/EU SECRET«. This marking is applied to information and material the unauthorised disclosure of which could seriously harm the essential interests of the European Union or of one or more of the Member States.

– »CONFIDENTIEL UE/EU CONFIDENTIAL«. This marking is applied to information and material the unauthorised disclosure of which could harm the essential interests of the European Union or of one or more of the Member States.

– »RESTREINT UE/EU RESTRICTED«. This marking is applied to information and material the unauthorised disclosure of which could be disadvantageous to the interests of the European Union or of one or more of the Member States.

Article 3

1. The Parties shall take all appropriate measures in accordance with their respective national laws and regulations to ensure that the level of protection afforded to classified information subject to this Agreement is equivalent to that afforded by the security rules of the Council of the European Union for protecting EU classified information bearing a corresponding classification marking as set out in the Annex.

2. Nothing in this Agreement shall cause prejudice to the national laws and regulations of the Parties regarding public access to documents, the protection of personal data or the protection of classified information.

3. Pogodbenice depozitarja tega sporazuma obvestijo o vsaki spremembi stopnje tajnosti iz priloge. Člen 11 se ne uporablja za takšna obvestila.

Člen 4

1. Vsaka pogodbenica zagotovi, da tajni podatki, ki se zagotavljajo ali izmenjujejo po tem sporazumu:

- (a) ohranijo stopnjo tajnosti, ki se ne sme znižati ali preklicati brez predhodnega pisnega dovoljenja organa izvora;
- (b) služijo izključno namenu, ki ga je določil organ izvora;
- (c) niso razkriti nobeni tretji državi ali mednarodni organizaciji brez predhodnega pisnega dovoljenja organa izvora in ustreznega sporazuma ali dogovora glede varovanja tajnih podatkov, sklenjenega z zadevno tretjo državo ali mednarodno organizacijo.

2. Vsaka pogodbenica v skladu s svojimi ustavnimi pravili, nacionalnimi zakoni in predpisi spoštuje načelo organa izvora.

Člen 5

1. Vsaka pogodbenica zagotovi, da se dostop do tajnih podatkov dovoli na podlagi načela potrebe po seznanitvi.

2. Pogodbenice zagotovijo, da se dostop do tajnih podatkov z oznako stopnje tajnosti CONFIDENTIEL UE/EU CONFIDENTIAL ali višje ali z ustrezeno oznako stopnje tajnosti iz priloge odobri samo posameznikom z ustreznim dovoljenjem za dostop ali kakšnim drugim ustreznim pooblaščilom zaradi njihovih funkcij v skladu z nacionalnimi zakoni in predpisi.

3. Vsaka pogodbenica zagotovi, da so vsi posamezniki z odobrenim dostopom do tajnih podatkov seznanjeni s svojo odgovornostjo glede varovanja takih podatkov v skladu z ustreznimi varnostnimi predpisi.

4. Na zahtevo si pogodbenice v skladu z zadevnimi nacionalnimi zakoni in predpisi nudijo vzajemno pomoč pri izvedbi varnostnih preiskav v zvezi z dovoljenji za dostop do tajnih podatkov.

5. Vsaka pogodbenica v skladu s svojimi nacionalnimi zakoni in predpisi zagotovi, da je vsak subjekt pod njeno pristojnostjo, ki lahko tajne podatke prejema ali ustvarja, ustrezeno varnostno preverjen in lahko zagotavlja varovanje, primerno ustrejni stopnji tajnosti, kakor je določeno v členu 3(1).

6. V okviru področja uporabe tega sporazuma lahko vsaka pogodbenica prizna dovoljenja za dostop do tajnih podatkov in varnostna dovoljenja organizacije, ki jih je izdala druga pogodbenica.

Člen 6

Pogodbenice zagotovijo, da so vsi tajni podatki iz področja uporabe tega sporazuma, ki se prenesejo, izmenjajo ali pošlejo znotraj pogodbenice ali med njimi, ustrezeno varovani, kot določa člen 3(1).

Člen 7

Vsaka pogodbenica zagotovi, da se izvajajo ustreznii ukrepi za varovanje tajnih podatkov, ki se obdelujejo, hranijo ali prenašajo v komunikacijskih in informacijskih sistemih, kot določa člen 3(1). Taki ukrepi zagotovijo zaupnost, celovitost in razpoložljivost ter po potrebi nezatajljivost in avtentičnost tajnih podatkov, pa tudi ustrezeno raven odgovornosti in sledljivosti dejanj, povezanih s temi podatki.

Člen 8

Pogodbenice druga drugi na zahtevo zagotovijo ustrezne podatke o svojih varnostnih predpisih in pravilih.

3. The Parties shall notify the depositary for this Agreement of any changes to the security classifications set out in the Annex. Article 11 shall not apply to such notifications.

Article 4

1. Each Party shall ensure that classified information provided or exchanged under this Agreement is not:

- (a) downgraded or declassified without the prior written consent of the originator;
- (b) used for purposes other than those established by the originator;

(c) disclosed to any third State or international organisation without the prior written consent of the originator and an appropriate agreement or arrangement for the protection of classified information with the third State or international organisation concerned.

2. The principle of originator consent shall be respected by each Party in accordance with its constitutional requirements, national laws and regulations.

Article 5

1. Each Party shall ensure that access to classified information is granted on the basis of the need-to-know principle.

2. The Parties shall guarantee that access to classified information bearing the classification marking CONFIDENTIEL UE/EU CONFIDENTIAL or above or a corresponding classification marking as set out in the Annex is granted only to individuals who hold an appropriate security clearance or who are otherwise duly authorised by virtue of their functions in accordance with national laws and regulations.

3. Each Party shall ensure that all individuals granted access to classified information are informed of their responsibilities to protect such information in accordance with the appropriate security regulations.

4. Upon request, the Parties shall, in accordance with their respective national laws and regulations, provide mutual assistance in carrying out security investigations relating to security clearances.

5. In accordance with its national laws and regulations, each Party shall ensure that any entity under its jurisdiction which may receive or generate classified information is appropriately security cleared and is capable of providing suitable protection, as provided for in article 3(1), at the appropriate security level.

6. Within the scope of this Agreement, each Party may acknowledge the personnel and facility security clearances issued by another Party.

Article 6

The Parties shall ensure that all classified information within the scope of this Agreement transmitted, exchanged or transferred within or between any of them shall be appropriately protected, as provided for in Article 3(1).

Article 7

Each Party shall ensure that appropriate measures are implemented for the protection, as provided for in Article 3(1), of classified information processed, stored or transmitted in communication and information systems. Such measures shall ensure the confidentiality, integrity, availability and, where applicable, non-repudiation and authenticity of classified information as well as an appropriate level of accountability and traceability of actions in relation to that information.

Article 8

The Parties shall provide one another, upon request, with relevant information about their respective security rules and regulations.

Člen 9

1. Pogodbenice v skladu s svojimi nacionalnimi zakoni in predpisi sprejmejo vse ustrezne ukrepe za preiskavo primerov, v katerih je znano ali v katerih obstaja utemeljen sum, da je prišlo do nepooblaščenega razkritja ali izgube tajnih podatkov v okviru področja uporabe tega sporazuma.

2. Pogodbenica, ki odkrije nepooblaščeno razkritje ali izgubo tajnih podatkov, o tem po ustreznih poteh nemudoma obvesti organ izvora, nato pa tudi o končnih ugotovitvah preiskave in korektivnih ukrepov, ki jih je sprejela, da bi preprečila ponovitev takšnega dejanja. Vsaka druga zadevna pogodbenica lahko na zahtevo zagotovi pomoč pri preiskavi.

Člen 10

1. Ta sporazum ne vpliva na obstoječe sporazume ali dogovore o varovanju ali izmenjavi tajnih podatkov, ki so jih sklenile pogodbenice.

2. Ta sporazum pogodbenicam nikakor ne preprečuje sklenitev drugih sporazumov ali dogovorov o varovanju in izmenjavi tajnih podatkov, ki so nastali pri njih, če takšni sporazumi ali dogovori niso v nasprotju s tem sporazumom.

Člen 11

Ta sporazum se lahko spremeni s pisnim soglasjem med pogodbenicami. Morebitne spremembe začnejo veljati po uradnem obvestilu v skladu s členom 13(2).

Člen 12

Vsi spori med dvema ali več pogodbenicami zaradi razlage ali uporabe tega sporazuma se rešujejo v posvetovanjih med zadevnimi pogodbenicami.

Člen 13

1. Pogodbenice obvestijo generalnega sekretarja Sveta Evropske unije, da so zaključile notranje postopke, potrebne za začetek veljavnosti tega sporazuma.

2. Ta sporazum začne veljati prvi dan drugega meseca, ki sledi mesecu, v katerem je zadnja pogodbenica obvestila generalnega sekretarja Sveta Evropske unije, da je zaključila notranje postopke, potrebne za začetek veljavnosti tega sporazuma.

3. Generalni sekretar Sveta Evropske unije je depozitar tega sporazuma, ki se objavi v Uradnem listu Evropske unije.

Člen 14

Ta sporazum je sestavljen v enem izvirniku v angleškem, bolgarskem, češkem, danskem, estonskem, finskem, francoskem, grškem, irskem, italijanskem, latvijskem, litovskem, madžarskem, malteškem, nemškem, nizozemskem, poljskem, portugalskem, romunskem, slovaškem, slovenskem, španškem in švedskem jeziku, pri čemer je vseh 23 različic enako verodostojnih.

V potrditev navedenega so spodaj podpisani predstavniki vlad držav članic, ki so se sestali v okviru Sveta, podpisali ta sporazum.

Article 9

1. The Parties shall take all appropriate measures, in accordance with their respective national laws and regulations, to investigate cases where it is known or where there are reasonable grounds for suspecting that classified information within the scope of this Agreement has been compromised or lost.

2. A Party which discovers a compromise or loss shall, through the appropriate channels, immediately inform the originator of such an occurrence and subsequently inform the originator of the final results of the investigation and of the corrective measures taken to prevent a recurrence. Upon request, any other relevant Party may provide investigative assistance.

Article 10

1. This Agreement shall not affect existing agreements or arrangements on the protection or exchange of classified information entered into by any Party.

2. This Agreement shall not preclude the Parties from entering into other agreements or arrangements relating to the protection and exchange of classified information originated by them, provided that such agreements or arrangements do not conflict with this Agreement.

Article 11

This Agreement may be amended by written agreement between the Parties. Any amendment shall enter into force upon notification pursuant to Article 13(2).

Article 12

Any dispute between two or more Parties relating to the interpretation or application of this Agreement shall be settled through consultations between the Parties concerned.

Article 13

1. The Parties shall notify the Secretary-General of the Council of the European Union of the completion of the internal procedures necessary for the entry into force of this Agreement.

2. This Agreement shall enter into force on the first day of the second month following notification to the Secretary-General of the Council of the European Union of the completion of the internal procedures necessary for its entry into force by the last Party to take this step.

3. The Secretary-General of the Council of the European Union shall act as depositary for this Agreement which shall be published in the Official Journal of the European Union.

Article 14

This Agreement is drawn up in a single original in the Bulgarian, Czech, Danish, Dutch, English, Estonian, Finnish, French, German, Greek, Hungarian, Irish, Italian, Latvian, Lithuanian, Maltese, Polish, Portuguese, Romanian, Slovak, Slovenian, Spanish and Swedish languages, all twenty-three texts being equally authentic.

IN WITNESS WHEREOF, the undersigned Representatives of the Governments of the Member States, meeting within the Council, have signed this Agreement.

V Bruslju, dne četrtega maja leta dva tisoč enajst.

Done at Brussels on the fourth day of May in the year two thousand and eleven.

Za vlado KRALJEVINE BELGIJE,
za vlado REPUBLIKE BOLGARIJE,
za vlado ČEŠKE REPUBLIKE,
za vlado KRALJEVINE DANSKE,
za vlado ZVEZNE REPUBLIKE NEMČIJE,

For the Government of the KINGDOM OF BELGIUM,
For the Government of the REPUBLIC OF BULGARIA,
For the Government of the CZECH REPUBLIC,
For the Government of the KINGDOM OF DENMARK,
For the Government of the FEDERAL REPUBLIC OF GERMANY,

za vlado REPUBLIKE ESTONIJE,
za vlado IRSKE,
za vlado HELENSKE REPUBLIKE,
za vlado KRALJEVINE ŠPANIJE,
za vlado FRANCOSKE REPUBLIKE,
za vlado ITALIJANSKE REPUBLIKE,
za vlado REPUBLIKE CIPER,
za vlado REPUBLIKE LATVIJE,
za vlado REPUBLIKE LITVE,
za vlado VELIKEGA VOJVODSTVA LUKSEMBURG,

For the Government of the REPUBLIC OF ESTONIA,
For the Government of IRELAND,
For the Government of the HELLENIC REPUBLIC,
For the Government of the KINGDOM OF SPAIN,
For the Government of the FRENCH REPUBLIC,
For the Government of the ITALIAN REPUBLIC,
For the Government of the REPUBLIC OF CYPRUS,
For the Government of the REPUBLIC OF LATVIA,
For the Government of the REPUBLIC OF LITHUANIA,
For the Government of the GRAND DUCHY OF LUXEMBOURG,

za vlado REPUBLIKE MADŽARSKE,
za vlado REPUBLIKE MALTE,
za vlado KRALJEVINE NIZOZEMSKE,

For the Government of the REPUBLIC OF HUNGARY,
For the Government of the REPUBLIC OF MALTA,
For the Government of the KINGDOM OF THE NETHERLANDS,

za vlado REPUBLIKE AVSTRIJE,
za vlado REPUBLIKE POLJSKE,
za vlado PORTUGALSKE REPUBLIKE,
za vlado ROMUNIJE,
za vlado REPUBLIKE SLOVENIJE,
za vlado SLOVAŠKE REPUBLIKE,
za vlado REPUBLIKE FINSKE,
za vlado KRALJEVINE ŠVEDSKE,
za vlado ZDRUŽENEGA KRALJESTVA VELIKA BRITANIIA IN SEVERNA IRSKA

For the Government of the REPUBLIC OF AUSTRIA,
For the Government of the REPUBLIC OF POLAND,
For the Government of the PORTUGUESE REPUBLIC,
For the Government of ROMANIA,
For the Government of the REPUBLIC OF SLOVENIA,
For the Government of the SLOVAK REPUBLIC,
For the Government of the REPUBLIC OF FINLAND,
For the Government of the KINGDOM OF SWEDEN,
For the Government of the UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND

PRILOGA**Enakovredne stopnje tajnosti**

| EU | TRES SECRET UE/EU TOP SECRET | SECRET UE/EU SECRET | CONFIDENTIEL UE/EU CONFIDENTIAL | RESTREINT UE/EU RESTRICTED |
|----------------------------|--|---|---|--|
| Belgija | Très Secret (Loi 11.12.1998) Zeer Geheim (Wet 11.12.1998) | Secret (Loi 11.12.1998) Geheim (Wet 11.12.1998) | Confidentiel (Loi 11.12.1998) Vertrouwelijk (Wet 11.12.1998) | opomba spodaj ¹ |
| Bolgarija | Строго секретно | Секретно | Поверително | За служебно ползване |
| Češka republika | Přísně tajné | Tajné | Důvěrné | Vyhrazené |
| Danska | Yderst hemmeligt | Hemmeligt | Fortroligt | Til tjenestebrug |
| Nemčija | STRENG GEHEIM | GEHEIM | VS ² —VERTRAULICH | VS — NUR FÜR DEN DIENSTGEBRAUCH |
| Estonija | Täiesti salajane | Salajane | Konfidentsiaalne | Piiratud |
| Grčija | Άκρως Απόρρητο Abr: ΑΑΠ | Απόρρητο Abr: (ΑΠ) | Εμπιστευτικό ³ Abr: (EM) | Περιορισμένης Χρήσης Abr: (ΠΧ) |
| Španija | SECRETO | RESERVADO | CONFIDENCIAL | DIFUSIÓN LIMITADA |
| Francija | Très Secret Défense | Secret Défense | Confidentiel Défense | opomba spodaj ³ |
| Irska | Top Secret | Secret | Confidential | Restricted |
| Italija | Segretissimo | Segreto | Riservatissimo | Riservato |
| Ciper | Άκρως Απόρρητο Abr: (ΑΑΠ) | Απόρρητο Abr: (ΑΠ) | Εμπιστευτικό ³ Abr: (EM) | Περιορισμένης Χρήσης Abr: (ΠΧ) |
| Latvija | Sevišķi slepeni | Slepeni | Konfidenciāli | Dienesta vajadzībām |
| Litva | Visiškai slaptai | Slaptai | Konfidencialiai | Riboto naudojimo |
| Luksemburg | Très Secret Lux | Secret Lux | Confidentiel Lux | Restreint Lux |
| Madžarska | Szigorúan titkos! | Titkos! | Bizalmas! | Korlátosolt terjesztésű! |
| Malta | L-Ogħla Segretezza | Sigriet | Kunfidenzjali | Ristrett |
| Nizozemska | Stg ZEER GEHEIM | Stg GEHEIM | Stg CONFIDENTIEEL | Dep. VERTROUWELIJK |
| Avstrija | Streng Geheim | Geheim | Vertraulich | Eingeschränkt |
| Poljska | Ścisłe Tajne | Tajne | Poufne | Zastrzeżone |
| Portugalska | Muito Secreto | Secreto | Confidencial | Reservado |
| Romunija | Strict secret de importantă deosebită | Strict secret | Secret | Secret de serviciu |
| Slovenija | Strogo tajno | Tajno | Zaupno | Interno |
| Slovaška | Prísne tajné | Tajné | Dôverné | Vyhradené |
| Finska | ERITTÄIN SALAINEN YTTERST HEMLIG | SALAINEN HEMLIG | LUOTTAMUKSELLINEN KONFIDENTIELL | KÄYTTÖ RAJOITETTU BEGRÄNSAD TILLGÅNG |
| Švedska⁴ | HEMLIG/TOP SECRET HEMLIG AV SYNNERLIG BETYDELSE FÖR RIKETS SÄKERHET | HEMLIG/SECRET HEMLIG | HEMLIG/CONFIDENTIAL HEMLIG | HEMLIG/RESTRICTED HEMLIG |
| Združeno kraljestvo | Top Secret | Secret | Confidential | Restricted |

¹ Diffusion Restreinte / Beperkte Verspreiding v Belgiji ni oznaka stopnje tajnosti. Belgija dela s podatki stopnje »RESTREINT UE/EU RESTRICTED« in jih varuje na način, ki ni manj strog od standardov in postopkov, opisanih v varnostnih predpisih Sveta Evropske unije.

² Nemčija: VS = Verschlusssache.

³ Francija v svojem nacionalnem sistemu ne uporablja stopnje »RESTREINT«. Francija dela s podatki stopnje »RESTREINT UE/EU RESTRICTED« in jih varuje na način, ki ni manj strog od standardov in postopkov, opisanih v varnostnih predpisih Sveta Evropske unije.

⁴ Švedska: oznake stopenj tajnosti v zgornji vrstici uporabljajo obrambni organi, tiste iz spodnje vrstice pa drugi organi.

ANNEX**Equivalence of security classifications**

| EU | TRES SECRET UE/EU TOP SECRET | SECRET UE/EU SECRET | CONFIDENTIEL UE/EU CONFIDENTIAL | RESTREINT UE/EU RESTRICTED |
|---------------------------|--|---|---|--|
| Belgium | Très Secret (Loi 11.12.1998) Zeer Geheim (Wet 11.12.1998) | Secret (Loi 11.12.1998) Geheim (Wet 11.12.1998) | Confidentiel (Loi 11.12.1998) Vertrouwelijk (Wet 11.12.1998) | <i>nota below</i> ¹ |
| Bulgaria | Строго секретно | Секретно | Поверително | За служебно ползване |
| Czech Republic | Přísně tajné | Tajné | Důvěrné | Vyhrazené |
| Denmark | Yderst hemmeligt | Hemmeligt | Fortroligt | Til tjenestebrug |
| Germany | STRENG GEHEIM | GEHEIM | VS ² — VERTRAULICH | VS — NUR FÜR DEN DIENSTGEBRAUCH |
| Estonia | Täiesti salajane | Salajane | Konfidentsiaalne | Piiratud |
| Ireland | Top Secret | Secret | Confidential | Restricted |
| Greece | Άκρως Απόρρητο Abr: ΑΑΠ | Απόρρητο Abr: (ΑΠ) | Εμπιστευτικό ³ Abr: (EM) | Περιορισμένης Χρήσης Abr: (ΠΧ) |
| Spain | SECRETO | RESERVADO | CONFIDENCIAL | DIFUSION LIMITADA |
| France | Très Secret Défense | Secret Défense | Confidentiel Défense | <i>nota below</i> ³ |
| Italy | Segretissimo | Segreto | Riservatissimo | Riservato |
| Cyprus | Άκρως Απόρρητο Abr: (ΑΑΠ) | Απόρρητο Abr: (ΑΠ) | Εμπιστευτικό ³ Abr: (EM) | Περιορισμένης Χρήσης Abr: (ΠΧ) |
| Latvia | Sevišķi slēpeni | Slepeni | Konfidenciāli | Dienesta vajadzībām |
| Lithuania | Visiškai slaptai | Slaptai | Konfidencialiai | Riboto naudojimo |
| Luxembourg | Très Secret Lux | Secret Lux | Confidentiel Lux | Restreint Lux |
| Hungary | Szigorúan titkos! | Titkos! | Bizalmas! | Korlátosolt terjesztésű! |
| Malta | L-Ogħla Segretezza | Sigriet | Kunfidenzjali | Ristrett |
| Netherlands | Stg ZEER GEHEIM | Stg GEHEIM | Stg CONFIDENTIEEL | Dep. VERTROUWELIJK |
| Austria | Streng Geheim | Geheim | Vertraulich | Eingeschränkt |
| Poland | Ścisłe Tajne | Tajne | Poufne | Zastrzeżone |
| Portugal | Muito Secreto | Secreto | Confidencial | Reservado |
| Romania | Strict secret de importantă deosebită | Strict secret | Secret | Secret de serviciu |
| Slovenia | Strogo tajno | Tajno | Zaupno | Interno |
| Slovakia | Prísne tajné | Tajné | Dôverné | Vyhradené |
| Finland | ERITTÄIN SALAINEN YTTERST HEMLIG | SALAINEN HEMLIG | LUOTTAMUKSELLINEN KONFIDENTIELL | KÄYTTÖ RAJOITETTU BEGRÄNSAD TILLGÅNG |
| Sweden⁴ | HEMLIG/TOP SECRET HEMLIG AV SYNNERLIG BETYDELSE FÖR RIKETS SÄKERHET | HEMLIG/SECRET HEMLIG | HEMLIG/CONFIDENTIAL HEMLIG | HEMLIG/RESTRICTED HEMLIG |
| United Kingdom | Top Secret | Secret | Confidential | Restricted |

1 Diffusion Restreinte / Beperkte Verspreiding is not a security classification in Belgium. Belgium handles and protects “RESTREINT UE/EU RESTRICTED” information in a manner no less stringent than the standards and procedures described in the security rules of the Council of the European Union.

2 Germany: VS = Verschlussache.

3 France does not use the classification “RESTREINT” in its national system. France handles and protects “RESTREINT UE/EU RESTRICTED” information in a manner no less stringent than the standards and procedures described in the security rules of the Council of the European Union.

4 Sweden: the security classification markings in the top row are used by the defence authorities and the markings in the bottom row by other authorities.

3. člen

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

4. člen

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

Št. 040-05/11-18/9
Ljubljana, dne 19. oktobra 2011
EPA 2182-V

Državni zbor
Republike Slovenije
Ljubo Germič l.r.
Predsednik

90. Zakon o ratifikaciji Sporazuma o zračnem prometu med Kanado ter Evropsko skupnostjo in njenimi državami članicami (MCAESZP)

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 zračnem prometu med Kanado ter Evropsko skupnostjo in njenimi državami članicami (MCAESZP)

Razglašam Zakon o ratifikaciji Sporazuma o zračnem prometu med Kanado ter Evropsko skupnostjo in njenimi državami članicami (MCAESZP), ki ga je sprejel Državni zbor Republike Slovenije na seji 19. oktobra 2011.

Št. 003-02-9/2011-29
Ljubljana, dne 27. oktobra 2011

dr. Danilo Türk I.r.
Predsednik
Republike Slovenije

Z A K O N

O RATIFIKACIJI SPORAZUMA O ZRAČNEM PROMETU MED KANADO TER EVROPSKO SKUPNOSTJO IN NJENIMI DRŽAVAMI ČLANICAMI (MCAESZP)

1. člen

Ratificira se Sporazum o zračnem prometu med Kanado ter Evropsko skupnostjo in njenimi državami članicami, sestavljen v Bruslju 17. decembra 2009.

2. člen

Besedilo sporazuma se v izvirniku v slovenskem in angleškem jeziku glasi:¹

**S P O R A Z U M
O ZRAČNEM PROMETU
MED KANADO TER EVROPSKO SKUPNOSTJO
IN NJENIMI DRŽAVAMI ČLANICAMI**

**A G R E E M E N T
ON AIR TRANSPORT
BETWEEN CANADA
AND THE EUROPEAN COMMUNITY
AND ITS MEMBER STATES**

KAZALO

TABLE OF CONTENTS

| ČLEN | NASLOV | ARTICLE | TITLE |
|------|---|---------|---|
| 1 | Poglavlja in opredelitev pojmov | 1 | Headings and Definitions |
| 2 | Podelitev pravic | 2 | Grant of Rights |
| 3 | Določitev, pooblastilo in preklic | 3 | Designation, Authorisation and Revocation |
| 4 | Naložbe | 4 | Investment |
| 5 | Uporaba zakonov | 5 | Application of Laws |
| 6 | Varnost v civilnem letalstvu | 6 | Civil Aviation Safety |
| 7 | Varovanje v civilnem letalstvu | 7 | Civil Aviation Security |
| 8 | Carinske dajatve, takse in pristojbine | 8 | Customs Duties, Taxes and Charges |
| 9 | Statistika | 9 | Statistics |
| 10 | Interesi potrošnikov | 10 | Consumer Interests |
| 11 | Razpoložljivost letališč ter letališke infrastrukture in storitev | 11 | Availability of Airports and Aviation Facilities and Services |
| 12 | Letališke takse in letališka infrastruktura ter storitve | 12 | Charges for Airports and Aviation Facilities and Services |
| 13 | Poslovne priložnosti | 13 | Commercial Framework |
| 14 | Konkurenčno okolje | 14 | Competitive Environment |
| 15 | Upravljanje zračnega prometa | 15 | Air Traffic Management |
| 16 | Podaljšanje veljavnosti določitev in pooblastil | 16 | Continuation of Designations and Authorisations |
| 17 | Skupni odbor | 17 | Joint Committee |
| 18 | Okolje | 18 | Environment |

¹ Besedilo sporazuma v bolgarskem, češkem, danskem, estonskem, finskem, francoskem, grškem, italijanskem, latvijskem, litovskem, madžarskem, nizozemskem, poljskem, portugalskem, romunskem, slovaškem, španskem in švedskem jeziku je na vpogled v Sektorju za mednarodno pravo Ministrstva za zunanje zadeve.

- 19 Zadeve s področja dela
 20 Mednarodno sodelovanje
 21 Reševanje sporov
 22 Sprememba
 23 Začetek veljavnosti in začasna uporaba
 24 Prenehanje veljavnosti
 25 Registracija Sporazuma
 26 Razmerje do drugih sporazumov

- 19 Labour Matters
 20 International Cooperation
 21 Settlement of Disputes
 22 Amendment
 23 Entry into Force and Provisional Application
 24 Termination
 25 Registration of the Agreement
 26 Relationship to Other Agreements

SPORAZUM O ZRAČNEM PROMETU

KANADA

na eni strani

ter

REPUBLIKA AVSTRIJA,
 KRALJEVINA BELGIJA,
 REPUBLIKA BOLGARIJA,
 REPUBLIKA CIPER,
 ČEŠKA REPUBLIKA,
 KRALJEVINA DANSKA,
 REPUBLIKA ESTONIJA,
 REPUBLIKA FINSKA,
 FRANCOSKA REPUBLIKA,
 ZVEZNA REPUBLIKA NEMČIJA,
 HELENSKA REPUBLIKA,
 REPUBLIKA MADŽARSKA,
 IRSKA,
 ITALIJANSKA REPUBLIKA,
 REPUBLIKA LATVIJA,
 REPUBLIKA LITVA,
 VELIKO VOJVODSTVO LUKSEMBURG,
 MALTA,
 KRALJEVINA NIZOZEMSKA,
 REPUBLIKA POLJSKA,
 PORTUGALSKA REPUBLIKA,
 ROMUNIJA,
 SLOVAŠKA REPUBLIKA,
 REPUBLIKA SLOVENIJA,
 KRALJEVINA ŠPANIJA,
 KRALJEVINA ŠVEDSKA,
 ZDRUŽENO KRALJESTVO VELIKA BRITANIJA IN SE-
 VVERNA IRSKA,

kot pogodbenicami Pogodbe o ustanovitvi Evropske skupnosti in državami članicami Evropske unije (v nadalnjem besedilu »države članice«),

in EVROPSKA SKUPNOST

na drugi strani;

Kanada in države članice, pogobenice Konvencije o mednarodnem civilnem letalstvu, ki je bila na voljo za podpis v Čikagu 7. decembra 1944, skupaj z Evropsko skupnostjo, SO SE –

V ŽELJI, da bi spodbujale letalski sistem na podlagi konkurenč med letalskimi prevozniki na trgu s čim manjšim vplivom držav in njihovih predpisov;

V ŽELJI, da bi spodbujale svoje interese glede zračnega prevoza;

OB PRIZNAVANJU, da je učinkovit zračni prevoz pomemben za spodbujanje trgovine, turizma in naložb;

V ŽELJI, da bi se letalski prevoz okreplil;

V ŽELJI, da bi se zagotovila najvišja stopnja varnosti in varovanja v zračnem prevozu;

Z ODLOČENOSTJO, da se dosežejo morebitne koristi regulativnega sodelovanja in v izvedljivem obsegu uskladitev predpisov in pristopov;

OB PRIZNAVANJU pomembnih morebitnih koristi, ki jih lahko omogočijo konkurenčni letalski prevoz in uspešne dejavnosti letalskega prevoza;

AGREEMENT ON AIR TRANSPORT

CANADA

of the one part;

and

THE REPUBLIC OF AUSTRIA,
 THE KINGDOM OF BELGIUM,
 THE REPUBLIC OF BULGARIA,
 THE REPUBLIC OF CYPRUS,
 THE CZECH REPUBLIC,
 THE KINGDOM OF DENMARK,
 THE REPUBLIC OF ESTONIA,
 THE REPUBLIC OF FINLAND,
 THE FRENCH REPUBLIC,
 THE FEDERAL REPUBLIC OF GERMANY,
 THE HELLENIC REPUBLIC,
 THE REPUBLIC OF HUNGARY,
 IRELAND,
 THE ITALIAN REPUBLIC,
 THE REPUBLIC OF LATVIA,
 THE REPUBLIC OF LITHUANIA,
 THE GRAND DUCHY OF LUXEMBOURG,
 MALTA,
 THE KINGDOM OF THE NETHERLANDS,
 THE REPUBLIC OF POLAND,
 THE PORTUGUESE REPUBLIC,
 ROMANIA,
 THE SLOVAK REPUBLIC,
 THE REPUBLIC OF SLOVENIA,
 THE KINGDOM OF SPAIN,
 THE KINGDOM OF SWEDEN,
 THE UNITED KINGDOM OF GREAT BRITAIN AND
 NORTHERN IRELAND,

being parties to the Treaty Establishing the European Community and being Member States of the European Union (hereinafter the "Member States"),

and the EUROPEAN COMMUNITY,

of the other part;

Canada and the Member States being parties to the Convention on International Civil Aviation opened for signature at Chicago, on the 7th day of December, 1944, together with the European Community;

DESIRING to promote an aviation system based on competition among airlines in the marketplace with minimum government interference and regulation;

DESIRING to promote their interests in respect of air transportation;

RECOGNISING the importance of efficient air transportation in promoting trade, tourism and investment;

DESIRING to enhance air services;

DESIRING to ensure the highest degree of safety and security in air transportation;

DETERMINED to obtain the potential benefits of regulatory cooperation and, to the extent practical, harmonisation of regulations and approaches;

ACKNOWLEDGING the important potential benefits that may arise from competitive air services and viable air services industries;

V ŽELJI, da se spodbudi konkurenčno okolje za letalske prevoze, in z upoštevanjem, da se lahko v primeru neobstaja enotnih konkurenčnih pogojev delovanja za letalske prevoznike morebitne koristi ne uresničijo;

V ŽELJI, da se letalskim prevoznikom omogoči poštena in enaka možnost za zagotavljanje letalskega prevoza v skladu s tem sporazumom;

V ŽELJI, da se povečajo koristi za potnike, špediterje, letalske prevoznike, letališča in njihove zaposlene ter druge, ki imajo od tega posredne koristi;

OB POTRDITVI pomena varstva okolja pri razvoju in izvajanju mednarodne letalske politike;

OB UPOŠTEVANJU pomena varstva potrošnikov in spodbujanja ustrezne ravni varstva potrošnikov, povezanega z letalskim prevozom;

OB UPOŠTEVANJU pomena kapitala za letalsko industrijo pri nadaljnjem razvoju letalskega prevoza;

V ŽELJI, da se sklene sporazum o zračnem prometu, ki dopolnjuje navedeno Konvencijo –

DOGOVORILE O NASLEDNJEM:

ČLEN 1

Poglavlja in opredelitev pojmov

1. Poglavlja, uporabljena v tem Sporazumu, se uporabljajo le kot napotilo.

2. Če ni drugače določeno, imajo izrazi v tem sporazumu naslednji pomen:

(a) »letalski organi« pomeni kateri koli organ ali osebo, ki jo pogodbenici pooblastita za opravljanje nalog, določenih v tem sporazumu;

(b) »letalski prevoz« pomeni ločen ali kombiniran redni letalski prevoz na progah, določenih v tem sporazumu, za prevoz potnikov in blaga, vključno s pošto;

(c) »Sporazum« pomeni ta sporazum, vse priložene priloge in vse spremembe Sporazuma ali katere koli priloge;

(d) »letalski prevoznik« pomeni letalskega prevoznika, ki je določen in pooblaščen v skladu s členom 3 tega sporazuma;

(e) »pogodbenica« pomeni Kanado ali države članice in Evropsko skupnost skupaj ali posamezno;

(f) »Konvencija« pomeni Konvencijo o mednarodnem civilnem letalstvu, ki je bila na voljo za podpis v Čikagu 7. decembra 1944, in vključuje vse priloge, sprejete v skladu s členom 90 navedene Konvencije, in vse spremembe prilog ali Konvencije v skladu s členoma 90 in 94 Konvencije, če so navedene priloge in spremembe sprejete Kanada in države članice; in

(g) »ozemlje« za Kanado pomeni njena kopenska območja (celino in otoke), notranje vode in teritorialno morje, kot je določeno z domačo zakonodajo, pri čemer vključuje zračni prostor nad temi območji, in za države članice Evropske skupnosti kopenska območja (celino in otoke), notranje vode in teritorialno morje, za katerega se uporablja Pogodba o ustanovitvi Evropske skupnosti, pod pogoji, določenimi v navedeni pogodbi in vsakem poznejšem instrumentu, pri čemer vključuje zračni prostor nad temi območji; uporaba tega sporazuma za gibraltarsko letališče ne posega v pravni položaj Kraljevine Španije in Združenega kraljestva glede spora o suverenosti nad ozemljem, na katerem je letališče, in ne posega na nadaljnje začasno izvzetje gibraltarskega letališča iz ukrepov Evropske skupnosti na področju letalstva, ki veljajo od 18. septembra 2006 med državami članicami v skladu z Mistrsko izjavo o gibraltarskem letališču, dogovorjeno v Kordovi septembra 2006.

ČLEN 2

Podelitev pravic

1. Vsaka pogodbenica podeli drugi pogodbenici naslednje pravice za opravljanje zračnega prevoza letalskih prevoznikov druge pogodbenice:

DESIRING to foster a competitive air services environment, recognising that where there is not a level competitive playing field for airlines, potential benefits may not be realised;

DESIRING to make it possible for their airlines to have a fair and equal opportunity to provide the air services under this Agreement;

DESIRING to maximise benefits to passengers, shippers, airlines and airports and their employees, and others benefiting indirectly;

AFFIRMING the importance of protecting the environment in developing and implementing international aviation policy;

NOTING the importance of protecting consumers and encouraging an appropriate level of consumer protection associated with air services;

NOTING the importance of capital to the airline industry for the further development of air services;

DESIRING to conclude an agreement on air transport, supplementary to the said Convention,

HAVE AGREED AS FOLLOWS:

ARTICLE 1

Headings and Definitions

1. Headings used in this Agreement are for reference purposes only.

2. For the purpose of this Agreement, unless otherwise stated:

(a) »Aeronautical authorities« means any authority or person empowered by the Parties to perform the functions set out in this Agreement;

(b) »Air services« means scheduled air services on the routes specified in this Agreement for the transport of passengers and cargo, including mail, separately or in combination;

(c) »Agreement« means this Agreement, any Annex attached thereto, and any amendments to the Agreement or to any Annex;

(d) »Airline« means an airline which has been designated and authorised in accordance with Article 3 of this Agreement;

(e) »Party« means either Canada or the Member States and the European Community taken together or individually;

(f) »Convention« means the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December 1944 and includes any Annex adopted under Article 90 of that Convention and any amendment of the Annexes or of the Convention under Articles 90 and 94 thereof so far as those Annexes and amendments have been adopted by Canada and the Member States; and

(g) »Territory« means for Canada, its land areas (mainland and islands), internal waters and territorial sea as determined by its domestic law, and includes the air space above these areas; and for the Member States of the European Community, the land areas (mainland and islands), internal waters and territorial sea in which the Treaty Establishing the European Community is applied and under the conditions laid down in that Treaty and any successor instrument, and includes the air space above these areas; the application of this Agreement to the airport of Gibraltar is understood to be without prejudice to the respective legal positions of the Kingdom of Spain and the United Kingdom with regard to the dispute over sovereignty over the territory in which the airport is situated, and to the continuing suspension of Gibraltar Airport from European Community aviation measures existing as at 18 September 2006 as between Member States, in accordance with the Ministerial statement on Gibraltar Airport agreed in Cordoba on 18 September 2006.

ARTICLE 2

Grant of Rights

1. Each Party grants to the other Party the following rights for the conduct of air transportation by the airlines of the other Party:

(a) pravico preleta njenega ozemlja brez pristanka;
 (b) pravico do pristanka na njenem ozemlju v nekomercialne namene;

(c) v obsegu, ki je dovoljen s tem sporazumom, pravico do pristanka na njenem ozemlju na progah, določenih v tem sporazumu, za ločeno ali kombinirano vkrcavanje in izkrcavanje prometa, tj. potnikov in tovora, vključno s pošto; in

(d) pravice, ki so drugače določene v tem sporazumu.

2. Poleg tega vsaka pogodbenica podeli drugi pogodbenici pravice iz odstavkov 1(a) in (b) tega člena za letalske prevoznike druge pogodbenice, ki niso letalski prevozniki iz člena 3 (Določitev, pooblastilo in preklic) tega sporazuma.

ČLEN 3

Določitev, pooblastilo in preklic

1. Pogodbenice kot določitev v skladu s tem sporazumom priznavajo licence ali druge oblike pooblastila, ki jih izda druga pogodbenica za opravljanje letalskega prevoza v skladu s tem sporazumom. Na zahtevo letalskih organov ene pogodbenice letalski organi druge pogodbenice, ki so izdali licenco ali drugo obliko pooblastila, preverijo status takih licenc ali pooblastil.

2. Po prejemu vlog določenega letalskega prevoznika ene pogodbenice v predpisani obliki in na predpisani način druga pogodbenica v skladu s svojimi zakoni in predpisi in po najkrajšem postopku izda zahtevana pooblastila in dovoljenja navedenemu letalskemu prevozniku za opravljanje letalskih prevozov, če:

(a) tak letalski prevoznik izpolnjuje pogoje v skladu z zakoni in predpisi, ki jih letalski organi pogodbenice, ki izda pooblastila in dovoljenja, običajno uporablja;

(b) tak letalski prevoznik izpolnjuje zakone in predpise pogodbenice, ki izda pooblastila in dovoljenja;

(c) v skladu s Prilogo 2 imajo v primeru letalskega prevoznika Kanade dejanski nadzor nad letalskim prevoznikom državljeni ene ali druge pogodbenice, letalski prevoznik ima licenco kanadskega letalskega prevoznika ter ima glavno poslovno enoto v Kanadi; v primeru letalskega prevoznika države članice imajo dejanski nadzor nad letalskim prevoznikom državljeni ene ali druge pogodbenice, Islandije, Litva, Lichtenštajna, Norveške ali Švice, letalski prevoznik ima licenco letalskega prevoznika Skupnosti in glavno poslovno enoto v državi članici; in

(d) letalski prevoznik posluje v skladu s pogoji, določenimi v tem sporazumu.

3. Pogodbenica lahko odreče pooblastila ali dovoljenja iz odstavka 2 tega člena ter pooblastila ali dovoljenja za opravljanje prevoza odvzame, začasno prekliče, določi pogoje zanje ali jih omeji ali kako drugače začasno prekliče ali omeji operacije letalskega prevoznika ali letalskih prevoznikov druge pogodbenice, če navedeni letalski prevoznik ne izpolnjuje določb odstavka 2 ali če pogodbenica ugotovi, da pogoji na ozemlju druge pogodbenice niso v skladu s poštenim in konkurenčnim okoljem ter povzročajo znatne negativne posledice ali škodo njenemu letalskemu prevozniku ali njenim letalskim prevoznikom v skladu z odstavkom 5 člena 14 (Konkurenčno okolje).

4. Pravice, navedene v odstavku 3 tega člena, se uveljavijo šele po posvetovanjih v skupnem odboru, razen če je nujno takojšnje ukrepanje, da se prepreči kršitev zakonov in predpisov iz odstavka 2, ali če je treba ukrepati zaradi varnosti in varovanja v skladu z določbami člena 6 (Varnost v civilnem letalstvu) in člena 7 (Varovanje v civilnem letalstvu).

ČLEN 4

Naložbe

Vsaka pogodbenica državljanom Kanade ali države članice ali držav članic v skladu s pogoji iz Priloge 2 k temu sporazumu dovoljuje popolno lastništvo nad svojimi letalskimi prevozniki.

(a) the right to fly across its territory without landing;

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

(c) to the extent permitted in this Agreement, the right to make stops in its territory on the routes specified in this Agreement for the purpose of taking up and discharging traffic in passenger and cargo, including mail, separately or in combination; and

(d) the rights otherwise specified in this Agreement.

2. Each Party also grants the rights specified in paragraphs 1(a) and (b) of this Article to the other Party for airlines of the other Party other than those referred to under Article 3 (Designation, Authorisation and Revocation) of this Agreement.

ARTICLE 3

Designation, Authorisation and Revocation

1. The Parties recognise as constituting a designation under this Agreement the licenses or other forms of authorisation issued by the other Party for the conduct of air services under this Agreement. Upon request by the aeronautical authorities of one Party, the aeronautical authorities of the other Party which issued the licence or other form of authorisation shall verify the status of such licences or authorisations.

2. On receipt of applications from a designated airline of one Party, in the form and manner prescribed, the other Party shall, consistent with its laws and regulations, grant requested authorisations and permissions to that airline to operate the air services with minimum procedural delay, provided that:

(a) such airline qualifies under the laws and regulations normally applied by the aeronautical authorities of the Party granting the authorisations and permissions;

(b) such airline complies with the laws and regulations of the Party granting the authorisations and permissions;

(c) subject to Annex 2, in the case of an airline of Canada, effective control of the airline is vested in nationals of either Party, the airline is licensed as a Canadian airline, and the airline has its principal place of business in Canada; in the case of an airline of a Member State, effective control of the airline is vested in nationals of either Party, Iceland, Liechtenstein, Norway or Switzerland, the airline is licensed as a Community airline, and the airline has its principal place of business in a Member State; and

(d) the airline otherwise operates in a manner consistent with the conditions set out in this Agreement.

3. A Party may withhold the authorisations or permissions referred to in paragraph 2 of this Article, and revoke, suspend, impose conditions or limit the operating authorisations or permissions or otherwise suspend or limit the operations of an airline or airlines of the other Party in the event of failure by that airline to comply with the provisions of paragraph 2 or where it has been determined by a Party that conditions in the territory of the other Party are not consistent with a fair and competitive environment and are resulting in a significant disadvantage or harm to its airline or airlines, pursuant to paragraph 5 of Article 14 (Competitive Environment).

4. The rights enumerated in paragraph 3 of this Article shall be exercised only after consultations in the Joint Committee unless immediate action is essential to prevent infringement of the laws and regulations referred to in paragraph 2 or unless safety or security requires action in accordance with the provisions of Article 6 (Civil Aviation Safety) and Article 7 (Civil Aviation Security).

ARTICLE 4

Investment

Each Party shall permit full ownership of its airlines by nationals of Canada or a Member State or States subject to the conditions in Annex 2 of this Agreement.

ČLEN 5

Uporaba zakonov

Vsaka pogodbenica zahteva skladnost s:

(a) svojimi zakoni, predpisi in postopki v zvezi s prihodom zrakoplova v mednarodnem zračnem prometu na njeno ozemlje, zadrževanjem na njem ali odhodom z njega ali upravljanjem in plovbo tega zrakoplova pri prihodu na navedeno ozemlje, odhodu z njega in zadrževanjem na njem s strani letalskih prevoznikov; in

(b) svojimi zakoni in predpisi v zvezi s prihodom potnikov, članov posadke in tovora, vključno s pošto (kot so predpisi v zvezi z vstopom, mejno kontrolo, tranzitom, varovanjem v civilnem letalstvu, priseljevanjem, potnimi listinami, carino in karanteno) na njeno ozemlje, zadrževanjem na njem ali odhodom z njega s strani letalskih prevoznikov in takih potnikov, članov posadke in tovora, vključno s pošto, pri tranzitu prek navedenega ozemlja, prihodu nanj, odhodu z njega ali zadrževanju na njem. Pri uporabi takih zakonov in predpisov vsaka pogodbenica v podobnih okoliščinah letalskim prevoznikom zagotavlja obravnavanje, ki ni manj ugodno od obravnavanja, ki ga zagotavlja svojemu letalskemu prevozniku ali kateremu koli drugemu letalskemu prevozniku pri podobnem mednarodnem letalskem prevozu.

ČLEN 6

Varnost v civilnem letalstvu

1. Pogodbenice potrjujejo pomen tesnega sodelovanja na področju varnosti v civilnem letalstvu. V zvezi s tem pogodbenice dodatno sodelujejo, vključno v zvezi z letalskimi operacijami, da omogočijo zlasti izmenjavo informacij, ki lahko vplivajo na varnost mednarodne zračne plovbe, sodelovanje v medsebojnih dejavnostih nadzora ali pri izvajanju skupnih dejavnosti nadzora na področju varnosti v civilnem letalstvu in razvoju skupnih projektov in pobud, vključno s tretjimi državami. To sodelovanje se oblikuje v okviru Sporazuma o varnosti v civilnem letalstvu med Kanado in Evropsko skupnostjo, podpisanega v Pragi, dne 6. maja 2009, v zvezi z zadevami, ki jih obravnava navedeni sporazum.

2. Spričevala o plovnosti, spričevala o usposobljenosti in licence, ki jih je izdala ali potrdila ena pogodbenica prek svojih letalskih organov v skladu z ustreznimi določbami Sporazuma o varnosti v civilnem letalstvu med Kanado in Evropsko skupnostjo, če takšne prizna druga pogodbenica in njeni letalski organi kot veljavne za namene opravljanja letalskih prevozov, če so takšna spričevala ali licence bili izdani ali potrjeni najmanj na podlagi standardov, določenih po Konvenciji, in v skladu z njimi.

3. Če privilegiji ali pogoji licenc ali spričeval iz odstavka 2, ki jih izdajo letalski organi ene pogodbenice kateri koli osebi ali letalskemu prevozniku ali v zvezi z zrakoplovom, s katerim se opravlja letalski prevoz, omogočajo razliko, ki je nižja od minimalnih standardov, določenih v skladu s Konvencijo, pri čemer je ta razlika sporočena Mednarodni organizaciji civilnega letalstva, ali če ti organi uporabijo standard ali standarde, ki so višji od standardov, določenih v skladu s Konvencijo, ali se od njih razlikujejo, lahko druga pogodbenica zahteva posvetovanja med pogodbenicami v okviru Skupnega odbora, da se zadevna praksa pojasni. Dokler se s posvetovanji ne doseže soglasje in v smislu režima vzajemnega priznavanja spričeval in licenc, pogodbenice še naprej priznavajo spričevala in licence, ki so jih potrdili letalski organi druge pogodbenice. Kadar Sporazum o varnosti v civilnem letalstvu med Kanado in Evropsko skupnostjo, podpisana v Pragi, dne 6. maja 2009, vsebuje določbe, ki urejajo vzajemno priznavanje spričeval in licenc, vse pogodbenice uporablajo te določbe.

4. V skladu z veljavnimi zakoni in v okviru Sporazuma o varnosti v civilnem letalstvu med Kanado in Evropsko skupnostjo, podpisanega v Pragi, dne 6. maja 2009, se v zvezi z zadevami, za katere velja navedeni sporazum, pogodbenice zavežejo, da bodo zagotovile vzajemno priznavanje spričeval in licenc.

ARTICLE 5

Application of Laws

Each Party shall require compliance with:

(a) its laws, regulations and procedures relating to the admission to, remaining in, or departure from its territory of aircraft engaged in international air navigation, or to the operation and navigation of such aircraft, by airlines upon entrance into, departure from and while within the said territory; and

(b) its laws and regulations relating to the admission to, remaining in, or departure from its territory of passengers, crew members and cargo including mail (such as regulations relating to entry, clearance, transit, civil aviation security, immigration, passports, customs and quarantine) by airlines and by or on behalf of such passengers, crew members and cargo including mail, upon transit of, admission to, departure from and while within the said territory. In the application of such laws and regulations, each Party shall, under similar circumstances, accord to airlines treatment no less favourable than that accorded to its own or any other airline engaged in similar international air services.

ARTICLE 6

Civil Aviation Safety

1. The Parties reaffirm the importance of close cooperation in the field of civil aviation safety. In that context, the Parties shall engage in further cooperation including in relation to air operations, notably to allow the sharing of information which may have an impact on the safety of international air navigation, the participation in each other's oversight activities or conducting joint oversight activities in the field of civil aviation safety and the development of joint projects and initiatives, including with third countries. This cooperation shall be developed in the framework of the Agreement on Civil Aviation Safety between Canada and the European Community, done at Prague on 6 May 2009, with respect to matters covered by that Agreement.

2. Certificates of airworthiness, certificates of competency and licences, issued or rendered valid by one Party, through its aeronautical authorities, in accordance with the applicable provisions of the Agreement on Civil Aviation Safety between Canada and the European Community, shall be recognised as valid by the other Party and its aeronautical authorities for the purpose of operating the air services, provided that such certificates or licences were issued or rendered valid pursuant to, and in conformity with, as a minimum, the standards established under the Convention.

3. If the privileges or conditions of the licences or certificates referred to in paragraph 2 above, issued by the aeronautical authorities of one Party to any person or airline or in respect of an aircraft used in the operation of the air services, should permit a difference that is lower than the minimum standards established under the Convention, and which difference has been filed with the International Civil Aviation Organization, or if those authorities should apply a standard or standards that are higher than, or other than, standards established under the Convention, the other Party may request consultations between the Parties in the framework of the Joint Committee with a view to clarifying the practice in question. Until such time as consultations may lead to a consensus and, in the spirit of a regime of reciprocal acceptance of each others' certificates and licenses, the Parties shall continue to recognise the certificates and licenses rendered valid by the aeronautical authorities of the other Party. Where the Agreement on Civil Aviation Safety between Canada and the European Community, done at Prague on 6 May 2009, has provisions governing the reciprocal acceptance of certificates and licenses, each party shall apply those provisions.

4. Consistent with applicable laws and within the framework of the Agreement on Civil Aviation Safety between Canada and the European Community, done at Prague on 6 May 2009, with respect to matters covered by that Agreement the Parties undertake to achieve reciprocal acceptance of certificates and licences.

5. Pogodbenica ali njeni pristojni letalski organi lahko kadar koli zahtevajo posvetovanja z drugo pogodbenico ali njenimi pristojnimi letalskimi organi glede varnostnih standardov in zahteve, ki jih ohranjajo ter uporabljajo zadevni letalski organi. Če po posvetovanjih pogodbenica ali njeni pristojni letalski organi, ki ta posvetovanja zahtevajo, ugotovijo, da druga pogodbenica ali njeni pristojni letalski organi ne ohranjajo in uporabljajo učinkovito varnostnih standardov in zahteve na teh področjih, ki so, če ni odločeno drugače, vsaj enaki minimalnim standardom, določenim v skladu s Konvencijo, se drugo pogodbenico ali njene pristojne letalske organe obvesti o takih ugotovitvah in ukrepih, potrebnih za izpolnjevanje teh minimalnih standardov. Če druga pogodbenica ali njeni pristojni letalski organi v petnajstih (15) dneh ali drugem določenem roku ne sprejmejo ustreznih korektivnih ukrepov, je to razlog, da lahko pogodbenica ali njeni pristojni letalski organi, ki so zahtevali posvetovanja, odvzamejo, začasno prekličejo ali omejijo dovoljenja za opravljanje prevoza ali tehnična dovoljenja ali drugače začasno prekličejo ali omejijo operacije letalskega prevoznika, za katerega varnostni nadzor je odgovorna druga pogodbenica ali njeni pristojni letalski organi.

6. Pogodbenice se strinjajo, da lahko za vse zrakoplove, ki jih upravlja letalski prevoznik ene pogodbenice ali so upravljeni v njegovem imenu, medtem ko so na ozemlju druge pogodbenice, letalski organi druge pogodbenice izvedejo pregled na ploščadi, da se preveri veljavnost zadevnih dokumentov zrakoplova in članov posadke zrakoplova ter vidno stanje zrakoplova in njegove opreme, če takšen pregled ne povzroči neupravičene zamude pri upravljanju zrakoplova.

7. Če letalski organi ene pogodbenice po preverjanju na ploščadi ugotovijo, da zrakoplov ali upravljanje zrakoplova ni v skladu s takrat veljavnimi minimalnimi standardi, določenimi v skladu s Konvencijo, ali da nista zagotovljena učinkovita ohranjanje in uporaba takrat veljavnih varnostnih standardov, določenih v skladu s Konvencijo, letalski organi te pogodbenice sporočijo letalskim organom druge pogodbenice, ki so odgovorni za varnostni nadzor letalskega prevoznika, ki upravlja z zrakoplovom, te ugotovitev in ukrepe, ki so potrebni za zagotovitev skladnosti s temi minimalnimi standardi. Če se v petnajstih (15) dneh ne sprejmejo ustrezni korektivni ukrepi, je to razlog za odvzem, začasen preklic ali omejitev dovoljenj za opravljanje prevoza ali tehničnih dovoljenj ali drugačen začasen preklic ali omejitev operacij letalskega prevoznika, ki upravlja zrakoplov. Enako se lahko določi v primeru zavrnitve dostopa za preverjanje na ploščadi.

8. Vsaka pogodbenica ima preko svojih pristojnih letalskih organov pravico do takojšnjega ukrepanja, vključno s pravico do odvzema, začasnega preklica ali omejitve dovoljenj za opravljanje prevoza ali tehničnih dovoljenj ali drugačnega začasnega preklica ali omejitve operacij letalskega prevoznika druge pogodbenice, če ugotovi, da je to potrebno zaradi neposredne nevarnosti za varnost v letalstvu. Kadar je to izvedljivo, si pogodbenica pred sprejetjem takih ukrepov prizadeva za posvetovanje z drugo pogodbenico.

9. Vsak ukrep pogodbenice ali njenih pristojnih letalskih organov v skladu z odstavkom 5, 7 ali 8 tega člena se preneha izvajati, ko ni več podlage za izvajanje takega ukrepa.

ČLEN 7

Varovanje v civilnem letalstvu

1. V skladu s pravicami in obveznostmi po mednarodnem pravu pogodbenice potrjujejo, da je njihova vzajemna obveznost varovanja civilnega letalstva pred dejanji nezakonitega vmešavanja sestavni del tega sporazuma.

5. A Party or its responsible aeronautical authorities may request at any time consultations with the other Party or its responsible aeronautical authorities concerning the safety standards and requirements maintained and administered by those aeronautical authorities. If, following such consultations, the Party or its responsible aeronautical authorities, which requested the consultations, find that the other Party or its responsible aeronautical authorities do not effectively maintain and administer safety standards and requirements in these areas, that, unless otherwise decided, are at least equal to the minimum standards established pursuant to the Convention, the other Party or its responsible aeronautical authorities shall be notified of such findings and the steps considered necessary to conform with these minimum standards. Failure by the other Party or its responsible aeronautical authorities to take appropriate corrective action within fifteen (15) days, or such other period as may be decided, shall constitute grounds for the Party or its responsible aeronautical authorities, which requested the consultations, to revoke, suspend or limit the operating authorisations or technical permissions or to otherwise suspend or limit the operations of an airline, the safety oversight of which is the responsibility of the other Party or its responsible aeronautical authorities.

6. Each Party accepts that any aircraft operated by or, on behalf of, an airline of one Party, may, while within the territory of the other Party, be the subject of a ramp inspection by the aeronautical authorities of the other Party, to verify the validity of the relevant aircraft documents, and those of its crew members and the apparent condition of the aircraft and its equipment, provided that such examination does not cause an unreasonable delay in operation of the aircraft.

7. If the aeronautical authorities of one Party, after carrying out a ramp inspection, find that an aircraft or the operation of an aircraft does not comply with the minimum standards established at that time pursuant to the Convention or there is a lack of effective maintenance and administration of safety standards established at that time pursuant to the Convention, the aeronautical authorities of that Party shall notify the aeronautical authorities of the other Party that are responsible for the safety oversight of the airline operating the aircraft of such findings and the steps considered necessary to conform with these minimum standards. Failure to take appropriate corrective action within fifteen (15) days shall constitute grounds for revoking, suspending or limiting the operating authorisations or technical permissions or to otherwise suspend or limit the operations of the airline operating the aircraft. The same determination may be made in the case of denial of access for ramp inspection.

8. Each Party, through its responsible aeronautical authorities, shall have the right to take immediate action including the right to revoke, suspend or limit the operating authorisations or technical permissions or otherwise suspend or limit the operations of an airline of the other Party, if they conclude that it is necessary in view of an immediate threat to civil aviation safety. Where practicable, the Party taking such measures shall endeavour to consult the other Party beforehand.

9. Any action by a Party or its responsible aeronautical authorities in accordance with paragraphs 5, 7 or 8 of this Article shall be discontinued once the basis for the taking of that action ceases to exist.

ARTICLE 7

Civil Aviation Security

1. Consistent with their rights and obligations under international law, the Parties reaffirm that their obligation to each other to protect the security of civil aviation against acts of unlawful interference forms an integral part of this Agreement.

2. Brez omejevanja svojih splošnih pravic in obveznosti po mednarodnem pravu pogodbenice ravnajo zlasti v skladu z določbami Konvencije o kaznivih dejanjih in nekaterih drugih dejanjih, storjenih na letalih, podpisane v Tokiju, dne 14. septembra 1963, Konvencije o zatiranju nezakonite ugrabitve zrakoplovov, podpisane v Haagu, dne 16. decembra 1970, Konvencije o zatiranju nezakonitih dejanj zoper varnost civilnega letalstva, podpisane v Montrealu, dne 23. septembra 1971, Protokola o zatiranju nezakonitih nasilnih dejanj na letališčih za mednarodno civilno zrakoplovstvo, podpisane v Montrealu, dne 24. februarja 1988, in Konvencije o označevanju plastičnih razstreliv zaradi njihovega odkrivanja, podpisane v Montrealu, dne 1. marca 1991 ter vsemi drugimi večstranskimi sporazumi, ki urejajo varovanje v civilnem letalstvu in zavezujejo pogodbenice.

3. Pogodbenice si na zahtevo vzajemno zagotovijo vso potrebno pomoč, da bi preprečili nezakonite ugrabitve civilnih zrakoplovov in druga nezakonita dejanja zoper varnost takih zrakoplovov, njihovih potnikov in članov posadke, letališč, letalskih navigacijskih naprav ter vsako drugo ogrožanje varnosti civilnega letalstva.

4. Pogodbenice ravnajo v skladu s predpisi o varovanju v civilnem letalstvu, ki jih je določila Mednarodna organizacija civilnega letalstva in so opredeljeni kot priloge h Konvenciji o mednarodnem civilnem letalstvu, kolikor ti predpisi zadevajo pogodbenice.

Pogodbenice od operatorjev zrakoplovov, ki so vpisani v njihove registre ali imajo svojo glavno poslovno enoto ali stalni sedež na njihovem ozemlju, ter od upravljavcev letališč na njihovih ozemljih zahtevajo, da delujejo v skladu s takimi predpisi o varovanju v civilnem letalstvu. V skladu s tem vsaka pogodbenica na zahtevo druge pogodbenico uradno obvesti o vseh razlikah med njenimi predpisi in praksami ter standardi varovanja v civilnem letalstvu iz prilog, navedenih v tem odstavku, kadar te razlike presegajo ali dopolnjujejo take standarde in so pomembne za upravljavce iz druge pogodbenice. Vsaka pogodbenica lahko kadar koli zahteva posvetovanja z drugo pogodbenico za razpravo o takih razlikah, pri čemer je treba posvetovanja izvesti brez neupravičene zamude.

5. Ob polnem upoštevanju in vzajemnem spoštovanju suverenosti držav se pogodbenice strinjajo, da se lahko od operatorjev zrakoplovov iz odstavka 4 tega člena zahteva upoštevanje predpisov o varovanju v civilnem letalstvu iz navedenega odstavka, kot to zahteva druga pogodbenica za vstop na ozemlje zadevne druge pogodbenice, odhod z njega ali zadrževanje na njem. Pogodbenice zagotavljajo, da se bodo na njihovih ozemljih učinkovito izvajali ustrezni ukrepi za varovanje zrakoplovov in da bodo izvajale varnostne preglede potnikov, članov posadk ter prtljage, ročne prtljage, tovora, pošte in zalog na zrakoplovu pred vkrcanjem ali natovarjanjem.

6. Pogodbenice se strinjajo, da si bodo prizadevale za doseg vzdajenega priznavanja varnostnih standardov in da bodo tesno sodelovalne na področju vzajemnih ukrepov kontrole kakovosti. Poleg tega se pogodbenice strinjajo, da bodo, kadar je to primerno in na podlagi odločitev, ki jih sprejmejo pogodbenice ločeno, oblikovalne osnovne pogoje za izvajanje enkratnega varnostnega pregleda za lete med ozemljji pogodbenic, kar pomeni izvzetje iz ponovnega pregleda transfernih potnikov, transferne prtljage in/ali transfernega tovora. Zato vzpostavijo upravne ureditve, ki omogočajo posvetovanja o obstoječih ali načrtovanih ukrepih za varovanje v civilnem letalstvu ter sodelovanje in izmenjavo informacij o ukrepih kontrole kakovosti, ki jih izvajajo pogodbenice. Pogodbenice se posvetujejo o načrtovanih varnostnih ukrepih, ki so pomembni za upravljavce na ozemlju druge pogodbenice v zvezi s takimi upravnimi ureditvami.

7. Vsaka pogodbenica, če je to izvedljivo, upošteva vse zahteve druge pogodbenice v zvezi z uvedbo primernih posebnih varnostnih ukrepov zaradi posamezne grožnje in zvez z določenim letom ali več leti.

2. Without limiting the generality of their rights and obligations under international law, the Parties shall in particular act in conformity with the provisions of the *Convention on Offences and Certain Other Acts Committed on Board Aircraft*, done at Tokyo on 14 September 1963, the *Convention for the Suppression of Unlawful Seizure of Aircraft*, done at The Hague on 16 December 1970, the *Convention for the Suppression of Unlawful Acts Against the Safety of Civil Aviation*, done at Montreal on 23 September 1971, the *Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Aviation*, done at Montreal on 24 February 1988, and the *Convention on the Marking of Plastic Explosives for the Purpose of Detection*, done at Montreal on 1 March 1991, and any other multilateral agreement governing civil aviation security binding upon the Parties.

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

4. The Parties shall act in conformity with the civil aviation security provisions established by the International Civil Aviation Organisation and designated as Annexes to the Convention on International Civil Aviation to the extent that such security provisions are applicable to the Parties. The Parties shall require that operators of aircraft of their registry, operators of aircraft who have their principal place of business or permanent residence in their territory, and the operators of airports in their territory act in conformity with such civil aviation security provisions. Accordingly, each Party, upon request, shall provide the other Party notification of any difference between its regulations and practices and the civil aviation security standards of the Annexes referred to in this paragraph, where these differences exceed or complement such standards and have relevance for the operators of the other Party. Either Party may at any time request consultations, to be held without unreasonable delay, with the other Party to discuss any such differences.

5. With full regard and mutual respect for the sovereignty of states, each Party agrees that operators of aircraft referred to in paragraph 4 of this Article may be required to observe the civil aviation security provisions referred to in that paragraph required by the other Party for entry into, departure from, or while within the territory of that other Party. Each Party shall ensure that adequate measures are effectively applied within its territory to protect the aircraft and to exercise security controls on passengers, crew members, baggage, carry-on items, cargo, mail and aircraft stores prior to boarding or loading.

6. The Parties agree to work towards achieving mutual recognition of each other's security standards and to cooperate closely on quality control measures on a reciprocal basis. The Parties also agree, where appropriate, and on the basis of decisions to be taken by Parties separately, to create pre-conditions for implementing one-stop security for flights between the territories of the Parties, meaning the exemption of transfer passengers, transfer baggage, and/or transfer cargo from re-screening. To this end, they shall establish administrative arrangements allowing for consultations on existing or planned civil aviation security measures and for cooperation and for sharing of information on quality control measures implemented by the Parties. The Parties shall consult each other on planned security measures of relevance for operators located in the territory of the other Party to such administrative arrangements.

7. Each Party shall, as far as may be practicable, meet any request from the other Party for reasonable special security measures to meet a particular threat for a specific flight or a specific series of flights.

8. Pogodbenice se strinjajo, da bodo sodelovale pri varnostnih pregledih, ki jih izvajajo na katerem koli ozemlju, z vzpostavljivo mehanizmov, vključno z upravnimi ureditvami, in sicer za vzajemno izmenjavo informacij o rezultatih takih varnostnih pregledov. Pogodbenice se strinjajo, da bodo pozitivno obravnavale zahteve za sodelovanje kot opazovalke pri varnostnih pregledih, ki jih izvaja druga pogodbenica.

9. Ob nezakoniti ugrabitvi ali grožnji z ugrabitvijo civilnega zrakoplova ali drugih nezakonitih dejanjih proti varnosti takega zrakoplova, njegovih potnikov in članov posadke, letališč ali letalskih navigacijskih naprav si pogodbenice vzajemno pomagajo tako, da olajšajo komunikacijo in sprejmejo druge ustrezne ukrepe za hitro in varno odpravo takega dogodka ali grožnje.

10. Kadar pogodbenica upravičeno domneva, da druga pogodbenica ne ravna v skladu z določbami iz tega člena, lahko ta pogodbenica prek svojih pristojnih organov zahteva posvetovanja. Taka posvetovanja se začnejo petnajst (15) dni po prejemu take zahteve. Če se zadovoljiv sporazum ne sprejme v petnajstih (15) dneh po začetku posvetovanj, je to razlog za pogodbenico, ki je zahtevala posvetovanja, da odreče, odvzame, začasno prekliče ali določi primerne pogoje za pooblastila letalskih prevoznikov druge pogodbenice. Kadar je nujno potrebno ali da se prepreči nadaljnja neskladnost z določbami iz tega člena, lahko pogodbenica, ki meni, da druga pogodbenica ne ravna v skladu z določbami iz tega člena, kadar koli sprejme ustrezne začasne ukrepe.

11. Brez poseganja v potrebo po takojšnjem ukrepanju za varovanje prevoza pogodbenice potrjujejo, da bo pri obravnavanju varnostnih ukrepov vsaka pogodbenica ovrednotila morebitne škodljive gospodarske in operativne učinke na opravljanje letalskega prevoza v skladu s tem sporazumom in bo v tolikšnem obsegu, kot ga dovoljuje zakonodaja, pri določanju, kateri ukrepi so potrebni in ustrezni za reševanje navedenih varnostnih zadev, take dejavnike upoštevala.

ČLEN 8

Carinske dajatve, takse in pristojbine

1. Vsaka pogodbenica v največji možni meri v skladu s svojimi nacionalnimi zakoni in drugimi predpisi ter na podlagi vzajemnosti oprosti letalske prevoznike druge pogodbenice v zvezi z zrakoplovim v mednarodnem zračnem prometu, njihovo običajno opremo, gorivom, mazivi, potrošno tehnično zalogo, opremo na letališču, nadomestnimi deli (vključno z motorji), drugimi zalogami na zrakoplovu (ki vključujejo, vendar niso omejene na hrano, pičačo, alkohol, tobak in druge izdelke, namenjene za prodajo ali uporabo potnikov v omejenih količinah med letom) ter drugimi stvarmi, ki so namenjene za upravljanje ali servisiranje zrakoplova v mednarodnem zračnem prometu ali se uporabljajo izključno v zvezi s tem, vseh uvoznih omejitev, davkov na premoženje in dajatev na kapital, carinskih dajatev, trošarin in podobnih taks in pristojbin, ki jih določajo pogodbenice in ne temeljijo na stroških opravljenih storitev.

2. Prav tako vsaka pogodbenica v največji možni meri v skladu z nacionalnimi zakoni in drugimi predpisi ter na podlagi vzajemnosti oprosti davkov, davščin, dajatev, taks in pristojbin iz prvega odstavka tega člena, razen plačila stroškov za opravljene storitve:

(a) zaloge na zrakoplovu, vnesene na ozemlje ali dojavljene na ozemlju ene pogodbenice in natovorjene v razumnih količinah, namenjene za uporabo na zrakoplovu letalskega prevoznika druge pogodbenice, ki opravlja mednarodni zračni prevoz, tudi če se te zaloge uporabljajo na delu poti čez zadevno ozemlje pogodbenice;

(b) opremo na letališču in nadomestne dele (vključno z motorji), ki so vneseni na ozemlje pogodbenice za servisiranje, vzdrževanje ali popravilo zrakoplova letalskega prevoznika druge pogodbenice, ki se uporablja v mednarodnem zračnem prometu, in tudi računalniško opremo ter sestavne dele za ravnanje s potniki ali tovorom ali varnostne preglede;

8. The Parties agree to cooperate on security inspections undertaken by them in either territory through the establishment of mechanisms, including administrative arrangements, for the reciprocal exchange of information on results of such security inspections. The Parties agree to consider positively requests to participate, as observers, in security inspections undertaken by the other Party.

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

10. When a Party has reasonable grounds to believe that the other Party has departed from the provisions of this Article, that Party, through its responsible authorities, may request consultations. Such consultations shall start within fifteen (15) days of receipt of such a request. Failure to reach a satisfactory agreement within fifteen (15) days from the start of consultations shall constitute grounds for the Party that requested the consultations to take action to withhold, revoke, suspend or impose appropriate conditions on the authorisations of the airlines of the other Party. When justified by an emergency, or to prevent further non-compliance with the provisions of this Article, the Party that believes that the other Party has departed from the provisions of this Article may take appropriate interim action at any time.

11. Without prejudice to the need to take immediate action in order to protect transportation security, the Parties affirm that when considering security measures, a Party shall evaluate possible adverse economic and operational effects on the operation of air services under this Agreement and, to the extent permitted by law, shall take such factors into account when it determines what measures are necessary and appropriate to address those security concerns.

ARTICLE 8

Customs Duties, Taxes and Charges

1. Each Party shall, to the fullest extent possible under its national laws and regulations, and on the basis of reciprocity, exempt airlines of the other Party with respect to their aircraft operated in international air transport, their regular equipment, fuel, lubricants, consumable technical supplies, ground equipment, spare parts (including engines), aircraft stores (including but not limited to such items as food, beverages and liquor, tobacco and other products destined for sale to or use by passengers in limited quantities during flight), and other items intended for or used solely in connection with the operation or servicing of aircraft engaged in international air transport from all import restrictions, property taxes and capital levies, customs duties, excise taxes, and similar fees and charges that are imposed by the Parties, and not based on the cost of services provided.

2. Each Party shall also exempt, to the fullest extent possible under national laws and regulations and on the basis of reciprocity, from the taxes, levies, duties, fees and charges referred to in paragraph 1 of this Article, with the exception of charges based on the cost of the service provided:

(a) aircraft stores introduced into or supplied in the territory of a Party and taken on board, within reasonable limits, for use on outbound aircraft of an airline of the other Party engaged in international air transport, even when these stores are to be used on a part of the journey performed over the said territory;

(b) ground equipment and spare parts (including engines) introduced into the territory of a Party for the servicing, maintenance, or repair of aircraft of an airline of the other Party used in international air transport as well as computer equipment and component parts for the handling of passengers or cargo, or security checks;

(c) gorivo, mazivo in potrošne tehnične zaloge, vnesene na ozemlje ali dobavljene na ozemlju ene pogodbenice, namenjene za uporabo na zrakoplovu letalskega prevoznika druge pogodbenice, ki opravlja mednarodni zračni prevoz, tudi če se te zaloge uporabljajo na delu poti čez zadevno ozemlje; ter

(d) tiskovine, vključno z letalskimi vozovnicami, ovtiki za vozovnice, letalskimi tovornimi listinami in drugim s tem povezanim oglaševalskim gradivom, ki ga letalski prevoznik razdeli brezplačno.

3. Običajna oprema na letalu ter tudi material in zaloge, ki so običajno na zrakoplovu, ki ga uporablja letalski prevoznik ene pogodbenice, se lahko raztovorijo na ozemlju druge pogodbenice le, če to odobrijo carinski organi na zadevnem ozemlju. V tem primeru je lahko za to opremo potreben nadzor zadevnih organov, dokler se ta oprema ne ponovno izvozi ali drugače odstrani v skladu s carinskimi predpisi.

4. Izjeme iz tega člena so mogoče tudi, kadar imajo letalski prevozniki ene pogodbenice pogodbe z drugim letalskim prevoznikom, ki je prav tako upravičen do takih izjem druge pogodbenice, za posojilo ali prenos predmetov iz odstavkov 1 in 2 tega člena na ozemlje druge pogodbenice.

5. Ta sporazum ne spreminja določb zadevnih konvencij, ki veljajo med državo članico in Kanado ter preprečujejo dvojno obdavčevanje dohodkov in kapitala.

ČLEN 9

Statistika

1. Vsaka pogodbenica zagotovi drugi pogodbenici statistiko, ki je potrebna v skladu z domačimi zakoni in predpisi, ter na zahtevo tudi druge razpoložljive statistične podatke, ki so upravičeno potrebni za pregledovanje opravljanja letalskega prevoza.

2. Pogodbenice sodelujejo v okviru skupnega odbora, da se omogoči izmenjava statističnih podatkov med njimi za spremljanje razvoja letalskega prevoza.

ČLEN 10

Interesi potrošnikov

1. Vsaka pogodbenica priznava pomen varovanja interesov potrošnikov in lahko sprejme ali od letalskih prevoznikov zahteva, da na nediskriminatory podlagi sprejmejo primerne in sorazmerne ukrepe v zvezi z naslednjimi zadevami, ki vključujejo, vendar niso omejeni na:

- (a) zahteve za varovanje sredstev, ki se vnaprej plačajo letalskim prevoznikom;
- (b) pobude za odškodnine v primeru zavrnitve vkrcanja;
- (c) povračilo stroškov potnikom;
- (d) javno razkritje identitete letalskega prevoznika, ki dejansko upravlja zrakoplov;
- (e) finančno sposobnost lastnih letalskih prevoznikov;
- (f) zavarovanje odgovornosti za poškodbe potnikov; ter
- (g) določanje ukrepov za dostopnost.

2. Pogodbenice si prizadavajo za medsebojna posvetovanja v okviru skupnega odbora, in sicer o zadevah, ki so povezane z interesi potrošnikov, vključno s svojimi načrtovanimi ukrepi, da bi dosegle čim bolj skladne pristope.

ČLEN 11

Razpoložljivost letališč ter letališke infrastrukture in storitev

1. Vsaka pogodbenica zagotovi, da so letališča, letalske proge, kontrola zračnega prometa, navigacijske službe zračnega prometa, varovanje v civilnem letalstvu, zemeljska oskrba in druga s tem povezana infrastruktura in storitve, ki se zagotavljajo na njenem ozemlju, na voljo letalskim prevoznikom druge pogodbenice na nediskriminatory podlagi v času, ko se uredi taka uporaba.

(c) fuel, lubricants and consumable technical supplies introduced into or supplied in the territory of a Party for use in an aircraft of an airline of the other Party engaged in international air transport, even when these supplies are to be used on a part of the journey performed over the said territory; and

(d) printed matter, including airline tickets, ticket covers, airway bills and other related advertising materials distributed without charge by the airline.

3. The regular airborne equipment, as well as the materials and supplies normally retained on board the aircraft used by an airline of a Party, may be unloaded in the territory of the other Party only with the approval of the Customs authorities of that territory. In such case, they may be required to be placed under the supervision of the said authorities up to such time as they are re-exported or otherwise disposed of in accordance with Customs regulations.

4. The exemptions provided by this Article shall also be available where the airlines of a Party have contracted with another airline, which similarly enjoys such exemptions from the other Party, for the loan or transfer in the territory of the other Party of the items specified in paragraphs 1 and 2 of this Article.

5. The provisions of the respective conventions in force between a Member State and Canada for the avoidance of double taxation on income and on capital are not altered by this Agreement.

ARTICLE 9

Statistics

1. Each Party shall provide to the other Party statistics that are required by domestic laws and regulations, and, upon request, other available statistical information as may be reasonably required for the purpose of reviewing the operation of the air services.

2. The Parties shall cooperate in the framework of the Joint Committee to facilitate the exchange of statistical information between them for the purpose of monitoring the development of the air services.

ARTICLE 10

Consumer Interests

1. Each Party recognises the importance of protecting the interests of consumers and may take or may require airlines to take, on a non-discriminatory basis, reasonable and proportionate measures concerning the following matters, including but not limited to:

- (a) requirements to protect funds advanced to airlines;
- (b) denied boarding compensation initiatives;
- (c) passenger refunds;
- (d) public disclosure of the identity of an air carrier actually operating the aircraft;
- (e) financial fitness of its own airlines;
- (f) passenger injury liability insurance; and
- (g) setting accessibility measures.

2. The Parties endeavour to consult each other, within the framework of the Joint Committee, on matters of consumer interest, including their planned measures, with a view to achieve compatible approaches to the extent possible.

ARTICLE 11

Availability of Airports and Aviation Facilities and Services

1. Each Party shall ensure that airports, airways, air traffic control and air navigation services, civil aviation security, ground handling, and other related facilities and services that are provided in its territory shall be available for use by the airlines of the other Party on a non-discriminatory basis at the time arrangements for use are made.

2. Pogodbenice v največji možni meri sprejmejo vse primerne ukrepe za zagotovitev učinkovitega dostopa do infrastrukture in storitev ob upoštevanju pravnih, operativnih in fizičnih omejitev in na podlagi poštene in enake možnosti ter preglednosti glede postopkov za pridobitev dostopa.

3. Pogodbenice zagotovijo, da se njihovi postopki, smernice in predpisi za upravljanje slotov, ki ustrezajo letališčem na njihovih ozemljih, izvajajo pregledno, učinkovito in na nediskriminatoren način.

4. Če ena pogodbenica meni, da druga pogodbenica krši ta člen, lahko zadevno pogodbenico uradno obvesti o svojih ugotovitvah in zahteva posvetovanja v skladu z odstavkom 4 člena 17 (Skupni odbor).

ČLEN 12

Pristojbine za letališča ter letališčo infrastrukturo in storitve

1. Vsaka pogodbenica zagotovi, da so takse za uporabnike, ki jih lahko zaračunajo njeni pristojni organi ali telesa letalskim prevoznikom druge pogodbenice za uporabo navigacijskih služb zračnega prometa in storitev kontrole zračnega prometa pravične, primerne, vezane na stroške ter da niso nepravično diskriminatore. V vsakem primeru se take takse za uporabnike preučijo pri letalskih prevoznikih druge pogodbenice po pogojih, ki niso manj ugodni od najugodnejših pogojev, ki so na voljo kateremu koli drugemu letalskemu prevozniku.

2. Vsaka pogodbenica zagotovi, da so takse za uporabnike, ki jih lahko zaračunajo njeni pristojni organi ali telesa letalskim prevoznikom druge pogodbenice za uporabo letališča, varovanja v civilnem letalstvu ter s tem povezane infrastrukture in storitev pravične, primerne, da niso nepravično diskriminatore ter da so pravično razdeljene med kategorijami uporabnikov. Te takse lahko izražajo, vendar ne smejo presegati celotnih stroškov pristojnih organov ali teles pri zagotavljanju ustreznega letališča, varnostnih naprav v civilnem letalstvu in storitev na zadevnem letališču ali znotraj sistema zadevnega letališča. Te takse lahko vključujejo primerno donosnost po amortizaciji. Infrastruktura in storitve, za katere so zaračunane takse za uporabnike, se zagotavljajo učinkovito in ekonomično. V vsakem primeru se te takse preučijo pri letalskih prevoznikih druge pogodbenice po pogojih, ki niso manj ugodni od najugodnejših pogojev, ki so na voljo kateremu koli drugemu letalskemu prevozniku v trenutku, ko se takse preučujejo.

3. Pogodbenice spodbujajo posvetovanja med pristojnimi organi ali telesi na njihovem ozemlju in letalskimi prevozniki ali njihovimi predstavniki organi, ki uporabljajo storitve in infrastrukturo, ter spodbujajo pristojne organe ali telesa in letalske prevoznike ali njihove predstavninske organe, da izmenjujejo take informacije, kot je potrebno za omogočanje natančnega pregleda sprejemljivosti taks v skladu z načeli iz odstavkov 1 in 2 tega člena. Pogodbenice spodbujajo pristojne organe, da uporabnike dovolj zgodaj obvestijo o vseh predlaganih spremembah takš za uporabnike, da lahko zadevni organi obravnavajo izražena stališča uporabnikov, preden se spremembe uveljavijo.

4. Nobena pogodbenica pri postopkih reševanja sporov iz člena 21 (Reševanje sporov) ne krši določbe tega člena, razen če:

(a) v razumnem roku ne pregleda takse ali prakse, zaradi katere se pritožuje druga pogodbenica; ali

(b) če po takem pregledu ne sprejme vseh ukrepov v svoji pristojnosti, da bi popravila takso ali prakso, ki ni v skladu s tem členom.

ČLEN 13

Poslovne priložnosti

1. Vsaka pogodbenica omogoča poštene in enake možnosti za letalske prevoznike druge pogodbenice pri zagotavljanju letalskega prevoza v skladu s tem sporazumom.

2. To the fullest extent possible, Parties shall take all reasonable measures to ensure effective access to facilities and services, subject to legal, operational and physical constraints and on the basis of fair and equal opportunity, and transparency with respect to the procedures for gaining access.

3. Each Party shall ensure that its procedures, guidelines and regulations to manage slots applicable to airports in its territory are applied in a transparent, effective and non-discriminatory manner.

4. If a Party believes that the other Party is in violation of this Article, it may notify the other Party of its findings and request consultations under paragraph 4 of Article 17 (Joint Committee).

ARTICLE 12

Charges for Airports and Aviation Facilities and Services

1. Each Party shall ensure that user charges that may be imposed by its competent charging authorities or bodies on the airlines of the other Party for the use of air navigation and air traffic control services shall be just, reasonable, cost-related and not unjustly discriminatory. In any event, any such user charges shall be assessed on the airlines of the other Party on terms not less favourable than the most favourable terms available to any other airline.

2. Each Party shall ensure that user charges that may be imposed by its competent charging authorities or bodies on the airlines of the other Party for the use of airport, civil aviation security and related facilities and services shall be just, reasonable, not unjustly discriminatory, and equitably apportioned among categories of users. These charges may reflect, but shall not exceed, the full cost to the competent charging authorities or bodies of providing the appropriate airport and civil aviation security facilities and services at that airport or within that airport's system. These charges may include a reasonable return on assets, after depreciation. Facilities and services for which user charges are made shall be provided on an efficient and economic basis. In any event, these charges shall be assessed on the airlines of the other Party on terms not less favourable than the most favourable terms available to any other airline at the time the charges are assessed.

3. Each Party shall encourage consultations between the competent charging authorities or bodies in its territory and the airlines or their representative bodies using the services and facilities, and shall encourage the competent charging authorities or bodies and the airlines or their representative bodies to exchange such information as may be necessary to permit an accurate review of the reasonableness of the charges in accordance with the principles of paragraphs 1 and 2 of this Article. Each Party shall encourage the competent charging authorities to provide users with reasonable notice of any proposal for changes in user charges to enable those authorities to consider the views expressed by the users before changes are made.

4. No Party shall be held, in dispute resolution procedures pursuant to Article 21 (Settlement of Disputes), to be in breach of a provision of this Article, unless:

(a) it fails to undertake a review of the charge or practice that is the subject of complaint by the other Party within a reasonable amount of time; or

(b) following such a review, it fails to take all steps within its power to remedy any charge or practice that is inconsistent with this Article.

ARTICLE 13

Commercial Framework

1. Each Party shall allow a fair and equal opportunity for the airlines of the other Party to provide the air services under this Agreement.

Zmogljivost

2. Vsaka pogodbenica omogoči vsakemu letalskemu prevozniku druge pogodbenice, da določi pogostost in zmogljivost letalskega prevoza, ki ga ponuja v skladu s tem sporazumom, na podlagi ekonomskih zahtev zadevnega letalskega prevoznika na trgu. Nobena pogodbenica enostransko ne omejuje obsega prometa, pogostosti ali rednosti storitev ali tipa zrakoplova ali zrakoplovov, ki jih uporabljajo letalski prevozniki druge pogodbenice, niti ne zahteva vložitve voznih redov, programov za čarterske lete ali operativnih načrtov letalskih prevoznikov druge pogodbenice, razen kot je potrebno zaradi tehničnih, operativnih ali okoljskih (lokalna kakovost zraka in hrup) razlogov pod enotnimi pogoji v skladu s členom 15 Konvencije.

Skupna oznaka

3. (a) Ob upoštevanju predpisov, ki jih vsaka pogodbenica običajno uporablja za take operacije, lahko vsak letalski prevoznik druge pogodbenice sklene dogovore o sodelovanju za namene:

(i) zagotavljanja svojega letalskega prevoza na določenih progah s prodajo prevoznih storitev pod svojo oznako na letih, ki jih opravlja kateri koli letalski prevoznik iz Kanade ali držav članic in/ali katere koli tretje države ter/ali izvajalec površinskega (kopenskega ali pomorskega) prevoza iz katere koli države;

(ii) izvajanja prometa pod oznako katerega koli drugega letalskega prevoznika, kadar so letalski organi pogodbenice zadevnega prevoznika pooblastili za prodajo prevoznih storitev pod svojo oznako na letih, ki jih opravlja kateri koli letalski prevoznik pogodbenice.

(b) Pogodbenica lahko zahteva, da imajo vsi letalski prevozniki, vključeni v dogovore o skupni oznaki, ustrezeno pooblastilo za zagotavljanje prevoza na progi.

(c) Pogodbenica ne odreče dovoljenja za storitve skupne oznake iz odstavka (3)(a)(i) tega člena, če letalski prevoznik, ki upravlja zrakoplov, nima pravice do izvajanja prometa pod oznakami drugih letalskih prevoznikov.

(d) Pogodbenice zahtevajo od vseh letalskih prevoznikov, ki so sklenili take dogovore o uporabi skupnih oznak, da zagotovijo polno obveščenost potnikov glede identitetov upravljavca in načina prevoza za vsak del poti.

Zemeljska oskrba

4. Vsaka pogodbenica letalskim prevoznikom druge pogodbenice pri opravljanju prevoza na njenem ozemlju dovoli:

(a) da na podlagi vzajemnosti izvajajo lastno zemeljsko oskrbo na njenem ozemlju in da sami izberejo storitve zemeljske oskrbe, ki jih v celoti ali delno izvaja kateri koli zastopnik, ki ga pooblastijo njeni pristojni organi za izvajanje takih storitev; in

(b) da zagotavljajo storitve zemeljske oskrbe za druge letalske prevoznike, ki delujejo na istem letališču, kadar je to dovoljeno in v skladu z veljavnimi zakoni in drugimi predpisi.

5. Za uresničevanje pravic iz odstavkov 4(a) in (b) tega člena veljajo le fizične ali operativne omejitve, ki so posledica zlasti upoštevanja varovanja ali varnosti v letalstvu. Vsaka omejitev se uporabi enotno in po pogojih, ki niso manj ugodni od najugodnejših pogojev, ki so na voljo drugim letalskim prevoznikom katere koli države, ki je udeležena pri podobnem mednarodnem letalskem prevozu, ko se uvedejo te omejitve.

Predstavniki letalskih prevoznikov**6. Vsaka pogodbenica dovoli:**

(a) da letalski prevozniki druge pogodbenice na podlagi vzajemnosti na njeno ozemlje pripeljejo in na njem ohranijo svoje predstavnike in poslovno vodstveno, prodajno, tehnično, operativno in drugo strokovno osebje, kot je to potrebno v zvezi z njihovimi storitvami;

(b) da se te zahteve glede osebja, o katerih odločajo letalski prevozniki druge pogodbenice, izpolnijo z osebjem druge pogodbenice ali z uporabo storitev katere koli druge organizacije, družbe ali letalskega prevoznika, ki deluje na njenem ozemlju in je pooblaščena za izvajanje takih storitev za druge letalske prevoznike; ter

Capacity

2. Each Party shall allow any airline of the other Party to determine the frequency and capacity of the air services it offers under this Agreement based upon the airline's commercial considerations in the marketplace. No Party shall unilaterally limit the volume of traffic, frequency or regularity of service, or the aircraft type or types operated by the airlines of the other Party, nor shall it require the filing of schedules, programmes for charter flights, or operations plans by airlines of the other Party, except as may be required for technical, operational or environmental (local air quality and noise) reasons under uniform conditions consistent with Article 15 of the Convention.

Codesharing

3. (a) Subject to the regulatory requirements normally applied to such operations by each Party, any airline of the other Party may enter into cooperative arrangements for the purposes of:

(i) holding out its air services on the specified routes by selling transportation under its own code on flights operated by any airline of Canada, or of Member States, and/or of any third country; and/or a surface land or marine transportation provider of any country,

(ii) carrying traffic under the code of any other airline where such other airline has been authorised by the aeronautical authorities of a Party to sell transportation under its own code on flights operated by any airline of a Party.

(b) A Party may require all airlines involved in codesharing arrangements to hold the appropriate underlying route authority.

(c) A Party shall not withhold permission for codesharing services identified in paragraph 3(a)(i) of this Article on the basis that the airline operating the aircraft does not have the right to carry traffic under the codes of other airlines.

(d) The Parties shall require all airlines in such codesharing arrangements to ensure that passengers are fully informed of the identity of the operator and the mode of transportation for each segment of the journey.

Ground Handling

4. Each Party shall permit the airlines of the other Party when operating in its territory:

(a) on the basis of reciprocity, to perform their own ground handling in its territory and, at their option, to have ground handling services provided in whole or in part by any agent authorised by its competent authorities to provide such services; and

(b) to provide ground handling services for other airlines operating at the same airport, where authorised and consistent with applicable laws and regulations.

5. The exercise of the rights set forth in paragraphs 4(a) and (b) of this Article shall be subject only to physical or operational constraints resulting primarily from considerations of airport safety or security. Any constraints shall be applied uniformly and on terms no less favourable than the most favourable terms available to any airline of any country engaged in similar international air services at the time the constraints are imposed.

Airline Representatives**6. Each Party shall permit:**

(a) the airlines of the other Party on the basis of reciprocity, to bring into and to maintain in its territory their representatives and commercial managerial, sales, technical, operational, and other specialist staff, as required in connection with their services;

(b) these staff requirements at the option of the airlines of the other Party, to be satisfied by their own personnel or, by using the services of any other organisation, company or airline operating in its territory and authorised to perform such services for other airlines; and

(c) da letalski prevozniki druge pogodbenice ustanovijo urade na njenem ozemlju za promocijo in prodajo storitev zračnega prometa in s tem povezanih dejavnosti.

7. Pogodbenice od predstavnikov in osebja letalskih prevoznikov druge pogodbenice zahtevajo, da delujejo v skladu z njihovimi zakoni in drugimi predpisi. V skladu s takimi zakoni in drugimi predpisi:

(a) vsaka pogodbenica v najkrajšem možnem času odobri potrebna delovna dovoljenja, vizume za obiskovalce ali druge podobne dokumente predstavnikom in osebju iz odstavka 6 tega člena; in

(b) vsaka pogodbenica omogoči in pospeši odobritev vseh zahtev za delovna dovoljenja za osebje, ki izvaja nekatere začasne naloge, ki ne presegajo obdobja devetdesetih (90) dni.

Prodaja, lokalni izdatki in prenos sredstev

8. Vsaka pogodbenica letalskim prevoznikom druge pogodbenice dovoli:

(a) prodajo storitev zračnega prevoza na njenem ozemlju, ki jo izvaja sama ali po presoji letalskih prevoznikov z zastopniki, ter prodajo prevoznih storitev v lokalni valuti ali po presoji letalskih prevoznikov v prosto zamenljivih valutah drugih držav, pri čemer ima vsak posameznik pravico kupiti take prevozne storitve v valutah, ki jih ti letalski prevozniki sprejemajo;

(b) plačevanje lokalnih izdatkov na njenem ozemlju, vključno z nakupom goriva, v lokalni valuti ali po presoji letalskih prevoznikov v prosto zamenljivih valutah; in

(c) na zahtevo zamenjavo in prenos sredstev, pridobljenih z običajnim poslovanjem, v tujino. Taka zamenjava in prenos se omogočita brez omejitve ali zamud po tržnem menjalnem tečaju, ki velja ob vložitvi zahtevka za prenos, pri čemer se ne zaračuna taksa razen običajnih taks za opravljeno storitev, ki jih za take posle zaračunajo banke.

Intermodalni prevoz

9. Vsaka pogodbenica dovoli letalskim prevoznikom, ki opravljajo:

(a) potniški kombinirani prevoz, da v zvezi z letalskim prevozom uporabljajo kopenski ali pomorski površinski prevoz. Tak prevoz lahko letalski prevozniki zagotovijo z dogovori s površinskimi prevozniki ali površinski prevoz opravljajo sami;

(b) prevoz tovora, da brez omejitve v zvezi z letalskim prevozom uporabljajo kateri koli kopenski ali pomorski površinski prevoz tovora do ali od vseh krajev na ozemljih pogodbenic ali v tretjih državah, vključno s prevozom do ali od vseh letališč s carinskimi objekti ter, kjer je to ustrezno, prevoz tovora pod carinskim nadzorom po veljavnih zakonih in predpisih; imajo dostop do letaliških carinskih postopkov in objektov za tovor, ki se premika po površini ali zraku; ter da se odločijo, da sami opravljajo površinski prevoz tovora ob upoštevanju domačih zakonov in predpisov, ki urejajo takšen prevoz, ali ga zagotovijo z dogovori z drugimi površinskimi prevozniki, vključno s površinskim prevozom, ki ga opravljajo letalski prevozniki katere koli druge države; in

(c) intermodalni prevoz, da zagotovijo po enotni direktni ceni kombinirani zračni in površinski prevoz, pod pogojem, da se potnikov in špediterjev ne zavaja glede dejstev o takem prevozu.

Oblikanje cen

10. Pogodbenice letalskim prevoznikom dovolijo prosto določanje cen na podlagi svobodne in poštene konkurenčnosti. Nobena od pogodbenic ne sprejme enostranskega ukrepa proti uvedbi ali vzdrževanju cen za mednarodni prevoz na ali iz svojega ozemlja.

11. Pogodbenice ne zahtevajo, da se cene sporočajo letalskim organom.

12. Pogodbenice dovolijo letalskim organom, da razpravljajo o zadevah, ki vključujejo, vendar niso omejene na, cene, ki so lahko nepravične, nerazumne ali diskriminatore.

(c) the airlines of the other Party to establish offices in its territory for the promotion and sale of air transportation and related activities.

7. Each Party shall require the representatives and staff of the airlines of the other Party to be subject to its laws and regulations. Consistent with such laws and regulations:

(a) each Party shall, with the minimum of delay, grant the necessary employment authorisations, visitor visas or other similar documents to the representatives and staff referred to in paragraph 6 of this Article; and

(b) each Party shall facilitate and expedite the approval of any requirement for employment authorisations for personnel performing certain temporary duties not exceeding ninety (90) days.

Sales, Local Expenses, and Transfer of Funds

8. Each Party shall permit the airlines of the other Party:

(a) to engage in the sale of air transportation in its territory directly or, at the discretion of the airlines, through their agents and to sell transportation in the currency of its territory or, at the discretion of the airlines, in freely convertible currencies of other countries, and any person shall be free to purchase such transportation in currencies accepted by those airlines;

(b) to pay local expenses, including purchases of fuel, in its territory in local currency, or at the discretion of the airlines, in freely convertible currencies; and

(c) to convert and remit abroad, on demand, funds obtained in the normal course of their operations. Such conversion and remittance shall be permitted without restrictions or delay at the foreign exchange market rates for current payments prevailing at the time of submission of the request for transfer, and shall not be subject to any charges except normal service charges collected by banks for such transactions.

Intermodal Services

9. Each Party shall permit airlines operating:

(a) passenger-combination services, to employ land or maritime surface transportation in connection with the air services. Such transportation may be provided by the airlines through arrangements with surface carriers, or the airlines may elect to perform the surface transportation themselves;

(b) cargo services, to employ without restriction in connection with the air services any land or maritime surface transportation for cargo to or from any points in the territories of the Parties, or in third countries, including transport to and from all airports with customs facilities and including, where applicable, to transport cargo in bond under applicable laws and regulations; access to airport customs processing and facilities for cargo moving by surface or by air; and to elect to perform their own cargo surface transportation, subject to domestic laws and regulations governing such transportation, or to provide it through arrangements with other surface carriers, including surface transportation operated by airlines of any other country; and

(c) intermodal services, to offer, at a single through price air and surface transportation combined, provided that passengers and shippers are not misled as to the facts concerning such transportation.

Pricing

10. The Parties shall permit prices to be freely established by the airlines on the basis of free and fair competition. Neither Party shall take unilateral action against the introduction or continuation of a price for international transportation to or from its territory.

11. The Parties shall not require prices to be filed with aeronautical authorities.

12. The Parties shall permit aeronautical authorities to discuss matters such as, but not limited to, prices which may be unjust, unreasonable or discriminatory.

Računalniški sistemi rezervacij

13. Pogodbenice svoje zakone in predpise v zvezi z delovanjem računalniških sistemov rezervacij na svojih ozemljih uporabljajo pravično in nediskriminаторno.

Fransizing in trženje blagovne znamke

14. Letalski prevozniki katere koli pogodbenice lahko v skladu s tem sporazumom zagotavljajo letalski prevoz na podlagi dogovora o fransizingu ali trženju blagovne znamke z družbami, vključno z letalskimi prevozniki, če ima letalski prevoznik, ki zagotavlja letalski prevoz, ustrezno pooblastilo za zagotavljanje prevoza na proggi, če so izpolnjeni pogoji v skladu z domačimi zakoni in drugimi predpisi ter z odobritvijo letalskih organov.

Najem zrakoplova s posadko

15. Za zagotavljanje letalskega prevoza v skladu s tem sporazumom, lahko letalski prevozniki pogodbenic, če imata letalski prevoznik, ki zagotavlja letalski prevoz, in operator zrakoplova pri teh dogovorih ustrezna pooblastila, zagotavljajo letalski prevoz v skladu s tem sporazumom z uporabo zrakoplovov in letalske posadke drugih letalskih prevoznikov, vključno iz drugih držav, z odobritvijo letalskih organov. Za izvajanje tega odstavka letalskim prevoznikom, ki upravljajo zrakoplov, ni treba imeti pooblastila za zagotavljanje prevoza na proggi.

Čarterski/posebni leti

16. Določbe iz členov 4 (Naložbe), 5 (Uporaba zakonov), 6 (Varnost v civilnem letalstvu), 7 (Varovanje v civilnem letalstvu), 8 (Carinske dajatve, takse in pristojbine), 9 (Statistika), 10 (Interesi potrošnikov), 11 (Razpoložljivost letališč ter letališke infrastrukture in storitev), 12 (Pristojbine za letališča ter letališko infrastrukturo in storitve), 13 (Poslovne priložnosti), 14 (Konkurenčno okolje), 15 (Upravljanje zračnega prometa), 17 (Skupni odbor) in 18 (Okolje) tega sporazuma veljajo tudi za čarterske in druge posebne letne, ki jih opravljajo letalski prevozniki ene pogodbenice na ozemlje druge pogodbenice ali z njega.

17. Pogodbenice zahtevana pooblastila in dovoljenja letalskemu prevozniku za opravljanje čarterskih in drugih posebnih letov po prejemu vlog izdajo po najkrajšem postopku.

ČLEN 14

Konkurenčno okolje

1. Pogodbenice potrjujejo, da je njihov skupni cilj pošteno in konkurenčno okolje za opravljanje letalskega prevoza. Pogodbenice priznavajo, da poštene konkurenčne prakse letalskih prevoznikov najpogosteje obstajajo, kadar ti letalski prevozniki delujejo na izključno komercialni podlagi in jih država ne subvencionira. Priznavajo, da so zadeve, kot so pogoji, pod katerimi so letalski prevozniki privatizirani, odprava subvencij, ki izkriviljajo konkurenco, ter pravičen in nediskriminatoreni dostop do letališke infrastrukture in storitev ter računalniških sistemov rezervacij, vendar ne omejeno nanje, ključni dejavniki pri doseganju poštenega in konkurenčnega okolja.

2. Če pogodbenica ugotovi, da na ozemlju druge pogodbenice obstajajo pogoji, ki lahko škodljivo vplivajo na pošteno in konkurenčno okolje ter na opravljanje letalskih prevozov njenih letalskih prevoznikov v skladu s tem sporazumom, lahko svoje ugotovitve predloži drugi pogodbenici. Lahko tudi zahteva sestanek skupnega odbora. Pogodbenice se strinjajo, da je stopnja, do katere lahko subvencija ali drug poseg ogrozi cilje Sporazuma, povezane s konkurenčnim okoljem, upravičena tema razprav v skupnem odboru.

3. Vprašanja, sprožena na podlagi tega člena 14, vključujejo kapitalske vložke, navzkrižno subvencioniranje, nepovratna sredstva, jamstva, lastništvo, oprostitev davkov ali izvzetje davkov, zaščito pred bankrotom ali zavarovanje katerih koli vladnih organov, pri čemer niso omejena le nanje. Ob upoštevanju odstavka 4 člena 14 lahko pogodbenica zaradi obravnavanja zadeve, povezane s tem členom, po obvestilu druge pogodbenice stopi v stik s pristojnimi vladnimi organi na ozemlju druge pogodbenice, vključno z organi na državni, regionalni ali lokalni ravni.

Computer Reservation Systems

13. The Parties shall apply their respective laws and regulations relating to the operations of Computer Reservation Systems in their territories on a fair and non-discriminatory basis.

Franchising and Branding

14. The airlines of any Party may provide air services under this Agreement, pursuant to a franchising or branding arrangement with companies, including airlines, provided that the airline providing the air services holds the appropriate route authority, the conditions prescribed under domestic laws and regulations are met, and subject to the approval of aeronautical authorities.

Wet Leasing

15. For the purposes of providing the air services under this Agreement, provided that the airline providing the air services and the operator of the aircraft in such arrangements hold the appropriate authorities, airlines of the Parties may provide air services under this Agreement using aircraft and flight crew provided by other airlines, including from other countries, subject to the approval of aeronautical authorities. For the purposes of this paragraph, airlines operating the aircraft shall not be required to have underlying route authority.

Charter/Non-scheduled Flights

16. The provisions set out in Articles 4 (Investment), 5 (Application of Laws), 6 (Civil Aviation Safety), 7 (Civil Aviation Security), 8 (Customs Duties, Taxes and Charges), 9 (Statistics), 10 (Consumer Interests), 11 (Availability of Airports and Aviation Facilities and Services), 12 (Charges for Airports and Aviation Facilities and Services), 13 (Commercial Framework), 14 (Competitive Environment), 15 (Air Traffic Management), 17 (Joint Committee) and 18 (Environment) of this Agreement apply as well to charters and other non-scheduled flights operated by air carriers of one Party into or from the territory of the other Party.

17. When granting requested authorisations and permissions to an air carrier on receipt of applications to operate charters and other non-scheduled flights, the Parties shall act with minimum procedural delay.

ARTICLE 14

Competitive Environment

1. The Parties acknowledge that it is their joint objective to have a fair and competitive environment for the operation of the air services. The Parties recognise that fair competitive practices by airlines are most likely to occur where these airlines operate on a fully commercial basis and are not state subsidised. They recognise that matters, such as, but not limited to the conditions under which airlines are privatised, the removal of competition distorting subsidies, equitable and non-discriminatory access to airport facilities and services and to computer reservation systems are key factors to achieve a fair and competitive environment.

2. If a Party finds that conditions exist in the territory of the other Party that would adversely affect a fair and competitive environment and its airlines' operation of the air services under this Agreement, it may submit observations to the other Party. Furthermore, it may request a meeting of the Joint Committee. The Parties accept that the degree to which the objectives in the Agreement related to a competitive environment may be undermined by a subsidy or other intervention is a legitimate subject for discussion in the Joint Committee.

3. Issues that may be raised under this Article 14 include, but are not limited to, capital injections, cross subsidisation, grants, guarantees, ownership, tax relief or tax exemption, protection against bankruptcy or insurance by any government entities. Subject to paragraph 4 of Article 14, a Party, upon notification to the other Party, may approach responsible government entities in the territory of the other Party including entities at the state, provincial or local level to discuss matters relating to this Article.

4. Pogodbenice priznavajo sodelovanje med svojimi organi za konkurenco, kot je razvidno v »Sporazumu med Vlado Kanade in Evropskimi skupnostmi o uporabi prava konkurence« z dne 17. junija 1999 iz Bonna.

5. Če po posvetovanjih v skupnem odboru pogodbenica meni, da pogoji iz odstavka 2 člena 14 ostajajo in lahko povzročijo znatno poslabšanje ali škodo njenemu letalskemu prevozniku ali letalskim prevoznikom, lahko ukrepa. Pogodbenica lahko ukrepa v skladu s tem odstavkom po odločitvi skupnega odbora o vzpostavitev postopkov in merit skupnega odbora za izvajanje takih ukrepov ali eno leto po datumu, ko pogodbenice začnejo začasno uporabljati ta sporazum ali ta začne veljati, kar se zgodi prej. Vsakršno ukrepanje na podlagi tega odstavka je ustrezeno, sorazmerno ter glede obsega uporabe in trajanja omejeno na najnujnejše. Usmerjeno je izključno proti subjektu, ki ima koristi od okoliščin iz odstavka 2, ter ne posega v pravico katere koli pogodbenice do ukrepanja v skladu s členom 21 (Reševanje sporov).

ČLEN 15

Upravljanje zračnega prometa

Pogodbenice sodelujejo pri obravnavanju vprašanj varnostnega nadzora in politike, ki so povezana z vodenjem zračnega prometa, da bi optimizirali splošno učinkovitost, zmanjšali stroške ter izboljšali varnost in zmogljivost obstoječih sistemov. Pogodbenice spodbujajo svoje izvajalce navigacijskih služb zračnega prometa, naj še naprej sodelujejo na področju interoperabilnosti, da bi se, kjer je mogoče, sistema obeh strani dodatno povezala da bi se zmanjšal vpliv letalstva na okolje in da bi se po potrebi izmenjavale informacije.

ČLEN 16

Podaljšanje veljavnosti določitev in pooblastil

1. Vsak letalski prevoznik Kanade ali države članice z določitvijo svoje vlade v skladu s sporazumom o zračnem prometu s Kanado, ki ga je nadomestil ta sporazum, se šteje za letalskega prevoznika, ki je določen za opravljanje letalskega prevoza.

2. Vsak letalski prevoznik Kanade ali države članice z licenco ali pooblastilom, ki so ga izdali letalski organi pogodbenice ter velja za opravljanje letalskega prevoza na datum začetka veljavnosti tega sporazuma, ima do izdaje katere koli nove ali spremenjene licence ali pooblastila v skladu s tem sporazumom še naprej vsa pooblastila, ki jih določa omenjena licenca ali pooblastilo, ter se šteje za pooblaščenega za opravljanje letalskega prevoza, kot določa ta sporazum.

3. Nobena določba v tem členu ne preprečuje, da se letalski prevoznik pogodbenice, ki ni omenjen v odstavkih 1 ali 2 tega člena, določi ali pooblasti za opravljanje letalskega prevoza.

ČLEN 17

Skupni odbor

1. Pogodbenice ustanovijo odbor, sestavljen iz predstavnikov pogodbenic (v nadaljnjem besedilu »skupni odbor«).

2. Skupni odbor opredeli letalske organe in druge pristojne organe v zvezi z zadevami iz tega sporazuma in omogoča stike med njimi.

3. Skupni odbor se sestaja po potrebi in najmanj enkrat na leto. Vsaka pogodbenica lahko zahteva sklic sestanka.

4. Pogodbenica lahko tudi zahteva sestanek skupnega odbora za posvetovanje v zvezi z vprašanji o razlagi ali uporabi tega sporazuma ter poskus rešitve pomislekov, ki jih izrazi druga pogodbenica. Tak sestanek se prične v najkrajšem možnem času, vendar najpozneje dva meseca po prejemu zahteve, če se pogodbenice ne odločijo drugače.

4. The Parties recognise the cooperation between their respective competition authorities as evidenced by the Agreement between the Government of Canada and the European Communities regarding the Application of their Competition Laws, done at Bonn on 17 June 1999.

5. If, following consultations in the Joint Committee, a Party believes that the conditions referred to in paragraph 2 of Article 14 persist and are likely to result in significant disadvantage or harm being caused to its airline or airlines, it may take action. A Party may take action under this paragraph from the earlier of the establishment, by a decision of the Joint Committee, of procedures and criteria by the Joint Committee for the exercise of such action or one year from the date that this Agreement is applied provisionally by the Parties or enters into force. Any action taken pursuant to this paragraph shall be appropriate, proportionate and restricted with regard to scope and duration to what is strictly necessary. It shall be exclusively directed towards the entity benefiting from the conditions referred to in paragraph 2, and shall be without prejudice to the right of any Party to take action under Article 21 (Settlement of Disputes).

ARTICLE 15

Air Traffic Management

The Parties shall cooperate on addressing safety oversight and policy issues relating to air traffic management, with a view to optimising overall efficiency, reducing cost, and enhancing the safety and capacity of existing systems. The Parties shall encourage their air navigation service providers to continue to collaborate on interoperability to further integrate both sides' systems where possible, to reduce the environmental impact of aviation, and to share information where appropriate.

ARTICLE 16

Continuation of Designations and Authorisations

1. Any airline of Canada or of a Member State holding a current designation from its respective government under an air transport agreement with Canada superseded by this Agreement shall be deemed to be an airline designated to conduct air services.

2. Any airline of Canada or of a Member State holding a licence or authorisation issued by the aeronautical authorities of a Party valid for the operation of air services on the date of entry into force of this Agreement shall, pending issuance of any new or amended licence or authorisation under this Agreement, continue to have all the authorities provided in the said licence or authorisation and be deemed to have therein the authority to operate air services as provided for in this Agreement.

3. Nothing in this Article shall prevent an airline of a Party not referred to in paragraphs 1 or 2 of this Article from being designated or authorised to conduct air services.

ARTICLE 17

Joint Committee

1. The Parties hereby establish a committee composed of representatives of the Parties (hereinafter referred to as the «Joint Committee»).

2. The Joint Committee shall identify aeronautical authorities and other competent authorities for matters covered under this Agreement and facilitate contacts between them.

3. The Joint Committee shall meet as and when necessary and at least once a year. Either Party may request the convening of a meeting.

4. A Party may also request a meeting of the Joint Committee to consult regarding any question relating to the interpretation or application of this Agreement and to seek to resolve any concerns raised by the other Party. Such a meeting shall begin at the earliest possible date, but not later than two months from the date of receipt of the request, unless the Parties decide otherwise.

5. Skupni odbor sprejme skele, kadar to izrecno določa Sporazum.

6. Skupni odbor spodbuja sodelovanje med pogodbenicami in lahko obravnava katero koli zadevo, povezano z delovanjem ali izvajanjem tega sporazuma, vključno z naslednjimi zadevami, vendar ne omejeno nanje:

(a) pregled tržnih pogojev, ki vplivajo na letalski prevoz v skladu s tem sporazumom;

(b) izmenjava informacij, vključno s svetovanjem glede sprememb domačih zakonov in politik, ki vplivajo na Sporazum;

(c) preučevanje možnih področij za nadaljnji razvoj Sporazuma, vključno s priporočilom za njegove spremembe;

(d) priporočanje pogojev, postopkov in sprememb, ki se zahtevajo od novih držav članic, da postanejo pogodbenice tega sporazuma; ter

(e) razpravljanje o vprašanjih, povezanih z naložbami, lastništvom in nadzorom, ter potrditev, kdaj so izpolnjeni pogoji za postopno uvedbo prometnih pravic, kot je določeno v Prilogi 2 k temu sporazumu.

7. Skupni odbor razvija sodelovanje in spodbuja izmenjave na strokovni ravni o novih zakonodajnih ali ureditvenih pobudah.

8. Skupni odbor s sklepom sprejme svoj poslovnik.

9. Vse odločitve skupnega odbora se sprejmejo na podlagi soglasja.

ČLEN 18

Okolje

1. Pogodbenice priznavajo pomen varstva okolja pri razvoju in izvajaju mednarodne letalske politike.

2. Brez poseganja v pravice in obveznosti pogodbenic po mednarodnem pravu in Konvenciji ima vsaka pogodbenica znotraj svoje suverene pristojnosti pravico do sprejetja in izvajanja ustreznih ukrepov za boj proti vplivom zračnega prometa na okolje, če se ti ukrepi izvajajo ne glede na državljanstvo.

3. Pogodbenice priznavajo, da je treba pri razvoju mednarodne letalske politike stroške in koristi ukrepov za varstvo okolja skrbno pretehati. Pri preučevanju predlaganih okoljskih ukrepov mora pogodbenica oceniti morebitne škodljive učinke na uresničevanje pravic iz tega sporazuma ter, če so taki ukrepi sprejeti, opraviti vse, kar je ustrezno za omilitev takih škodljivih učinkov.

4. Pogodbenice priznavajo pomembnost sodelovanja in v okviru večstranskih razprav pomembnost preučevanja učinkov letalstva na okolje in gospodarstvo ter zagotavljanja popolne skladnosti ukrepov za omilitev učinkov s cilji tega sporazuma.

5. Ko so okoljski ukrepi izoblikovani, se upoštevajo letalski okoljski standardi, ki jih je sprejela Mednarodna organizacija civilnega letalstva v prilogah h Konvenciji, razen kadar so sporočene razlike.

6. Pogodbenice si prizadevajo za medsebojna posvetovanja o zadevah, povezanih z okoljem, vključno z načrtovanimi ukrepi, ki bodo verjetno pomembno vplivali na mednarodni letalski prevoz, ki ga zajema ta sporazum, da bi dosegli čim bolj skladne pristope. Posvetovanja se začnejo v tridesetih dneh po prejemu take zahteve ali v katerem koli drugem časovnem obdobju, če je tako medsebojno dogovorjeno.

ČLEN 19

Zadeve s področja dela

1. Pogodbenici priznavata pomembnost preučitve učinkov tega sporazuma na delo, zaposlovanje in delovne pogoje.

5. The Joint Committee shall adopt decisions where expressly provided by the Agreement.

6. The Joint Committee shall foster cooperation between the Parties and may consider any matter related to the operation or implementation of this Agreement, including, but not limited to:

(a) reviewing market conditions affecting air services under this Agreement;

(b) exchanging information, including advising as to changes to domestic law and policies, which affect the Agreement;

(c) considering potential areas for the further development of the Agreement, including the recommendation of amendments to the Agreement;

(d) recommending conditions, procedures, and amendments required for new Member States to become Parties to this Agreement; and

(e) discussing issues related to investment, ownership and control, and confirming when the conditions for the progressive opening of traffic rights as set out in Annex 2 of this Agreement are met.

7. The Joint Committee shall develop cooperation and foster expert-level exchanges on new legislative or regulatory initiatives.

8. The Joint Committee shall adopt, by decision, its rules of procedure.

9. All decisions of the Joint Committee shall be made by consensus.

ARTICLE 18

Environment

1. The Parties recognise the importance of protecting the environment when developing and implementing international aviation policy.

2. Without prejudice to the rights and obligations of the Parties under international law and the Convention, each Party within its own sovereign jurisdiction shall have the right to take and apply the appropriate measures to address the environmental impacts of air transport provided that such measures are applied without distinction as to nationality.

3. The Parties recognise that the costs and benefits of measures to protect the environment must be carefully weighed in developing international aviation policy. When a Party is considering proposed environmental measures, it should evaluate possible adverse effects on the exercise of rights contained in this Agreement, and, if such measures are adopted, it should take appropriate steps to mitigate any such adverse effects.

4. The Parties recognise the importance of working together, and within the framework of multilateral discussions, to consider the effects of aviation on the environment and the economy, and to ensure that any mitigating measures are fully consistent with the objectives of this Agreement.

5. When environmental measures are established, the aviation environmental standards adopted by the International Civil Aviation Organization in Annexes to the Convention shall be followed except where differences have been filed.

6. The Parties shall endeavour to consult each other on matters of the environment, including on planned measures likely to have a significant effect on the international air services covered by this Agreement, with a view to achieve compatible approaches to the extent possible. Consultations shall start within 30 days of receipt of such a request, or any other period of time where mutually determined.

ARTICLE 19

Labour Matters

1. The Parties recognise the importance of considering the effects of this Agreement on labour, employment and working conditions.

2. Katera koli pogodbenica lahko zahteva sestanek skupnega odbora na podlagi člena 17 za razpravo o zadevah s področja dela iz odstavka 1 tega člena.

ČLEN 20

Mednarodno sodelovanje

Pogodbenice lahko v skladu s členom 17 skupnemu odboru predložijo zadeve, povezane:

- (a) z zračnim prometom in mednarodnimi organizacijami;
- (b) z možnim razvojem v odnosih med pogodbenicami in drugimi državami v zračnem prometu; in
- (c) s smerjo razvoja v dvostranskih in večstranskih sporazumih,

vključno s predlogi glede razvoja usklajenih stališč na teh področjih, kjer je to mogoče.

ČLEN 21

Reševanje sporov

1. Vsi spori med pogodbenicami glede razlage ali uporabe tega sporazuma se najprej poskušajo rešiti z uradnimi posvetovanji v skupnem odboru. Ta uradna posvetovanja se pričnejo čim prej in ne glede na odstavek 4 člena 17 najpozneje v tridesetih dneh po datumu prejema pisne zahteve, ki jo ena pogodbenica naslovi na drugo pogodbenico, ob sklicevanju na ta člen, če se pogodbenice ne odločijo drugače.

2. Če se spor ne razreši v šestdesetih dneh po prejemu zahteve po uradnih posvetovanjih, se lahko s soglasjem pogodbenic predloži v odločanje določeni osebi ali organu. Če pogodbenice ne soglašajo, se spor na zahtevo katere koli pogodbenice predloži v arbitražo arbitražnemu sodišču treh razsodnikov v skladu s spodaj določenimi postopki.

3. V tridesetih dneh po prejemu zahteve za arbitražo vsaka pogodbenica, udeležena v sporu, imenuje neodvisnega razsodnika. Razsodnika, ki so ju imenovale pogodbenice, sporazumno določita tretjega razsodnika v dodatnem roku petinštirideset dni. Če katera koli pogodbenica v določenem roku ne imenuje razsodnika ali če tretji razsodnik ni imenovan v določenem roku, lahko katera koli pogodbenica zaprosi predsednika sveta Mednarodne organizacije civilnega letalstva, da imenuje razsodnika ali razsodnike, odvisno od primera. Če je predsednik državljan ene od pogodbenic, imenovanje opravi podpredsednik z najdaljšim stažem, ki ni izločen iz tega razloga. V vseh primerih je tretji razsodnik državljan tretje države, deluje kot predsednik razsodišča in določi, kje bo arbitraža potekala.

4. Razsodišče sprejme svoj poslovnik in časovni razpored postopka.

5. Razsodišče lahko na zahtevo ene pogodbenice od druge pogodbenice, udeležene v sporu, zahteva, da do končne določitve razsodišča izvaja začasne zaščitne ukrepe.

6. Razsodišče si prizadeva sprejeti pisno odločitev v 180 dneh po prejemu zahteve za arbitražo. Prevlada odločitev večine razsodnikov.

7. Če razsodišče ugotovi, da je prišlo do kršitve tega sporazuma, in odgovorna pogodbenica ne odpravi kršitve ali se z drugo pogodbenico, udeleženo v sporu, ne sporazume o obojestransko zadovoljivi rešitvi v tridesetih dneh po obvestilu o odločitvi razsodišča, lahko druga pogodbenica začasno prekliče uporabo enakih koristi, ki izhajajo iz tega sporazuma, dokler se spor ne reši.

8. Stroške razsodišča si pogodbenice, udeležene v sporu, enakovredno delijo.

9. Za namen tega člena Evropska skupnost in države članice ukrepajo skupaj.

2. Either Party may request a meeting of the Joint Committee under Article 17 in order to discuss the labour matters referred to in paragraph 1 of this Article.

ARTICLE 20

International Cooperation

The Parties may bring to the Joint Committee under Article 17 issues related to:

- (a) air transport and international organisations;
- (b) possible developments in relations between the Parties and other countries in air transport; and
- (c) trends in bilateral or multilateral arrangements

including, where possible, proposals on the development of coordinated positions in these fields.

ARTICLE 21

Settlement of Disputes

1. If any dispute arises between the Parties relating to the interpretation or application of this Agreement they shall in the first place endeavour to settle it through formal consultations within the Joint Committee. Such formal consultations shall begin as soon as possible and notwithstanding paragraph 4 of Article 17 within a period of no more than 30 days from the date of receipt by one Party of the written request made by the other Party, referring to this Article, unless otherwise decided by the Parties.

2. If the dispute is not resolved within 60 days of the receipt of the request for formal consultations, it may be referred to a person or body for decision by consent of the Parties. If the Parties do not so consent, the dispute shall, at the request of either Party be submitted to arbitration by a tribunal of three arbitrators in accordance with the procedures set forth below.

3. Within 30 days from the receipt of a request for arbitration each Party to the dispute shall nominate an independent arbitrator. The third arbitrator shall be appointed within a further period of 45 days by agreement between the two arbitrators named by the Parties. If either of the Parties fails to nominate an arbitrator within the period specified, or if the third arbitrator is not appointed within the period specified, the President of the Council of the International Civil Aviation Organization may be requested by either Party to appoint an arbitrator or arbitrators as the case requires. If the President is of the same nationality as one of the Parties, the most senior Vice President who is not disqualified on that ground shall make the appointment. In all cases the third arbitrator shall be a national of a third State, shall act as President of the Tribunal and shall determine the place where arbitration will be held.

4. The Tribunal shall establish its own rules of procedure and the timetable for the proceedings.

5. At the request of a Party the Tribunal may order the other Party to the dispute to implement interim relief measures pending the Tribunal's final determination.

6. The Tribunal shall attempt to render a written decision within 180 days from the receipt of the request for arbitration. The decision of the majority of the Tribunal shall prevail.

7. If the Tribunal determines that there has been a violation of this Agreement and the responsible Party does not cure the violation, or does not reach a resolution with the other Party to the dispute on a mutually satisfactory solution within 30 days after notification of the Tribunal's decision, the other Party may suspend the application of equivalent benefits arising under this Agreement until such time as the dispute has been resolved.

8. The expenses of the Tribunal shall be shared equally between the Parties to the dispute.

9. For the purposes of this Article, the European Community and the Member States shall act together.

ČLEN 22**Spremembra**

Pogodbenice se lahko medsebojno dogovorijo o vsaki spremembi tega sporazuma na podlagi posvetovanj v skladu s členom 17 (Skupni odbor) tega sporazuma. Spremembe začnejo veljati v skladu s pogoji iz člena 23 (Začetek veljavnosti in začasna uporaba).

ČLEN 23**Začetek veljavnosti in začasna uporaba**

1. Ta sporazum začne veljati en mesec po datumu zadnje diplomatske note, v kateri pogodbenice potrjujejo, da so zaključeni vsi postopki, potrebni za začetek veljavnosti tega sporazuma. Za to izmenjavo Evropska skupnost in države članice pooblastijo generalni sekretariat Sveta Evropske unije. Kanada izroči generalnemu sekretariatu Sveta Evropske unije diplomatsko/e noto/e za Evropsko skupnost in njene države članice, generalni sekretariat Sveta Evropske unije pa izroči Kanadi diplomatsko noto Evropske skupnosti in njenih držav članic. Diplomatska nota ali note Evropske skupnosti in njenih držav članic vsebujejo sporočilo vsake države članice, ki potrjuje, da so njeni postopki, potrebni za začetek veljavnosti tega sporazuma, zaključeni.

2. Ne glede na odstavek 1 tega člena pogodbenice soglašajo, da se ta sporazum začne začasno uporabljati v skladu z notranjim pravom pogodbenic prvi dan v mesecu, ki sledi datumu zadnje note, s katero se pogodbenice medsebojno uradno obvestijo o zaključku ustreznih notranjih postopkov za začasno uporabo tega sporazuma.

ČLEN 24**Prenehanje veljavnosti**

Pogodbenica lahko kadar koli po diplomatski poti pisno obvesti drugo pogodbenico o svoji odločitvi, da odpoveduje ta sporazum. Hkrati o tem obvesti Mednarodno organizacijo civilnega letalstva in sekretariatu Združenih narodov. Sporazum preneha veljati eno (1) leto po datumu, ko druga pogodbenica prejme obvestilo, če obvestilo o odpovedi ni sporazumno umaknjeno pred iztekom tega obdobja. Če druga pogodbenica ne potrdi prejema, se šteje, da je bilo obvestilo prejeto štirinajst (14) dni po tem, ko obvestilo prejmeta Mednarodna organizacija civilnega letalstva in sekretariat Združenih narodov.

ČLEN 25**Registracija Sporazuma**

Ta sporazum in vse njegove spremembe se po začetku veljavnosti sporazuma registrirajo pri Mednarodni organizaciji civilnega letalstva in sekretariatu Združenih narodov v skladu s členom 102 Ustanovne listine Združenih narodov. Druga pogodbenica se obvesti o registraciji takoj, ko jo potrdita sekretariat Mednarodne organizacije civilnega letalstva in sekretariat Združenih narodov.

ARTICLE 22**Amendment**

Any amendment to this Agreement may be mutually determined by the Parties pursuant to consultations held in conformity with Article 17 (Joint Committee) of this Agreement. Amendments shall come into force in accordance with the terms set out in Article 23 (Entry into Force and Provisional Application).

ARTICLE 23**Entry into Force and Provisional Application**

1. This Agreement shall enter into force one month after the date of the latest diplomatic note in which the Parties confirm that all necessary procedures for the entry into force of this Agreement have been completed. For purposes of this exchange, the European Community and its Member States nominate the General Secretariat of the Council of the European Union. Canada shall deliver to the General Secretariat of the Council of the European Union the diplomatic note(s) to the European Community and its Member States, and the General Secretariat of the Council of the European Union shall deliver to Canada the diplomatic notes from the European Community and its Member States. The diplomatic note or notes from the European Community and its Member States shall contain communications from each Member State confirming that its necessary procedures for entry into force of this Agreement have been completed.

2. Notwithstanding paragraph 1 of this Article, the Parties agree to provisionally apply this Agreement in accordance with the provisions of domestic law of the Parties from the first day of the month following the date of the latest note by which the Parties have notified each other of the completion of the relevant domestic procedures to provisionally apply this Agreement.

ARTICLE 24**Termination**

A Party may at any time give notice in writing through diplomatic channels to the other Party of its decision to terminate this Agreement. Such notice shall be communicated simultaneously to the International Civil Aviation Organization and the United Nations Secretariat. The Agreement shall terminate one (1) year after the date of receipt of the notice by the other Party, unless the notice to terminate is withdrawn by mutual consent before the expiry of this period. In the absence of an acknowledgement of receipt by the other Party, the notice shall be deemed to have been received fourteen (14) days after the receipt of the notice by the International Civil Aviation Organization and the United Nations Secretariat.

ARTICLE 25**Registration of the Agreement**

This Agreement and any amendment thereto shall be registered with the International Civil Aviation Organization and the United Nations Secretariat, in accordance with Article 102 of the Charter of the United Nations, following its entry into force. The other Party shall be informed of registration as soon as this has been confirmed by the Secretariats of the International Civil Aviation Organization and the United Nations.

ČLEN 26**Razmerje do drugih sporazumov**

1. Če pogodbenice postanejo pogodbenice v večstranskem sporazumu ali potrdijo sklep, ki ga sprejme Mednarodna organizacija civilnega letalstva ali druga mednarodna medvladna organizacija, ki obravnava zadeve, zajete v tem sporazumu, se posvetujejo v skupnem odboru, da ugotovijo, v kolikšni meri določbe večtranskega sporazuma ali sklepa vplivajo na ta sporazum in ali bi treba ta sporazum spremeniti zaradi takega razvoja dogodkov.

2. V obdobju začasne uporabe na podlagi odstavka 2 člena 23 (Začetek veljavnosti in začasna uporaba) Sporazuma se dvostranski sporazumi, navedeni v Prilogi 3 k temu sporazumu, začasno prekinejo, razen v obsegu, določenem v Prilogi 2 k temu sporazumu. Ob začetku veljavnosti na podlagi odstavka 1 člena 23 tega sporazuma ta sporazum nadomesti zadevne določbe dvostranskih sporazumov, navedenih v Prilogi 3 k temu sporazumu, razen v obsegu, določenem v Prilogi 2 k temu sporazumu.

V POTRDITEV TEGA so spodaj podpisani, ki so za to pravilno pooblaščeni, podpisali ta sporazum.

SESTAVLJENO v dveh izvodih, v Bruslju, dne sedemnajstečega decembra 2009, v angleškem, bolgarskem, češkem, danskem, estonskem, finskem, francoskem, grškem, italijanskem, latvijskem, litovskem, madžarskem, malteškem, nemškem, nizozemskem, poljskem, portugalskem, romunskem, slovaškem, slovenskem, španskem in švedskem jeziku, pri čemer so vsa besedila enako verodostojna.

ARTICLE 26**Relationship to Other Agreements**

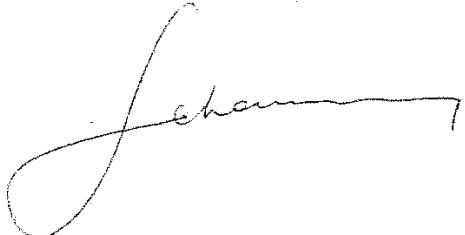
1. If the Parties become parties to a multilateral agreement, or endorse a decision adopted by the International Civil Aviation Organisation or another international intergovernmental organisation, that addresses matters covered by this Agreement, they shall consult in the Joint Committee to determine the extent to which this Agreement is affected by the provisions of the multilateral agreement or decision and whether this Agreement should be revised to take into account such developments.

2. During the period of provisional application pursuant to paragraph 2 of Article 23 (Entry into Force and Provisional Application) of the Agreement, the bilateral agreements listed in Annex 3 of this Agreement shall be suspended except to the extent provided in Annex 2 of this Agreement. Upon entry into force pursuant to paragraph 1 of Article 23 of this Agreement, this Agreement shall supersede the relevant provisions of the bilateral agreements listed in Annex 3 of this Agreement except to the extent provided in Annex 2 of this Agreement.

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

DONE in duplicate at Brussels on this seventeenth day of December, 2009 in the Bulgarian, Czech, Danish, Dutch, English, Estonian, Finnish, French, German, Greek, Hungarian, Italian, Latvian, Lithuanian, Maltese, Polish, Portuguese, Romanian, Slovak, Slovene, Spanish, Swedish languages, each version being equally authentic.

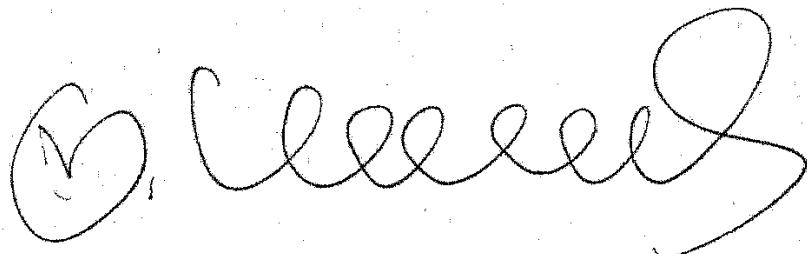
Voor het Koninkrijk België
Pour le Royaume de Belgique
Für das Königreich Belgien



Deze handtekening verbindt eveneens het Vlaamse Gewest, het Waalse Gewest en het Brussels Hoofdstedelijk Gewest.

Cette signature engage également la Région wallonne, la Région flamande et la Région de Bruxelles-Capitale.

За Република България



Za Českou republiku.



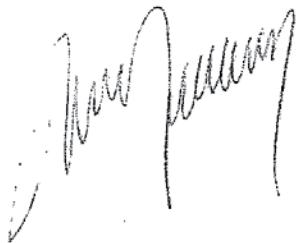
På Kongeriget Danmarks vegne

Für die Bundesrepublik Deutschland

Eesti Vabariigi nimel

Thar cheann Na hÉireann
For Ireland

Για την Ελληνική Δημοκρατία



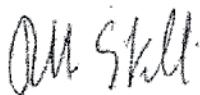
Por el Reino de España



Pour la République française



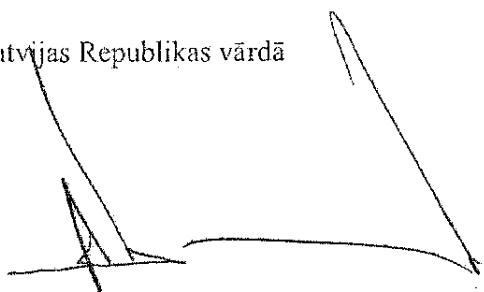
Per la Repubblica italiana



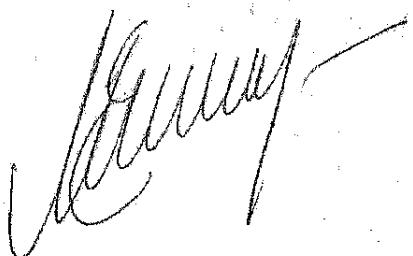
Για την Κυπριακή Δημοκρατία



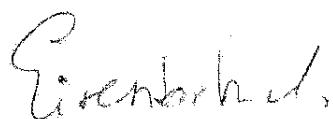
Latvijas Republikas vārdā



Lietuvos Respublikos vardu



Pour le Grand-Duché de Luxembourg



A Magyar Köztársaság részéről

Għal Malta

Voor het Koninkrijk der Nederlanden

Für die Republik Österreich

W imieniu Rzeczypospolitej Polskiej

Pela República Portuguesa

Pentru România

Za Republiko Slovenijo

Za Slovenskú republiku

Suomen tasavallan puolesta
För Republiken Finland

För Konungariket Sverige

For the United Kingdom of Great Britain and Northern Ireland

За Европейската общност
Por la Comunidad Europea
Za Evropské společenství
For Det Europæiske Fællesskab
Für die Europäische Gemeinschaft
Euroopa 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 Közösségg részéről
Għall-Komunità Ewropea
Voor de Europese Gemeenschap
W imieniu Wspólnoty Europejskiej
Pela Comunidade Europeia
Pentru Comunitatea Europeană
Za Európske spoločenstvo
za Evropsko skupnost
Euroopan yhteisön puolesta
På Europeiska gemenskapens vägnar

A handwritten signature consisting of two stylized loops and the name 'Ana Mihun' written below them.

A handwritten signature consisting of a large, flowing 'A' and 'B' followed by 'Andrej Bajec'.

For Canada
Pour le Canada

A handwritten signature consisting of the name 'Dean Saito' written in cursive script.

PRILOGA 1**PREGLED PROG**

1. Za namen odstavka 1(c) člena 2 tega sporazuma vsaka pogodbenica letalskim prevoznikom druge pogodbenice dovoli opravljanje prevoza na progah, ki so določene spodaj:

(a) za letalske prevoznike Kanade:

kraji za Kanado – kraji v Kanadi – kraji vmesnega pristanka – kraji v in znotraj držav članic – naslednji kraji

(b) za letalske prevoznike Evropske skupnosti:

kraji za državami članicami – kraji v državah članicah – kraji vmesnega pristanka – kraji v in znotraj Kanade – naslednji kraji

2. Letalski prevozniki pogodbenice lahko na katerem koli letu ali na vseh letih in po svoji izbiri:

(a) opravljajo lete v eni ali v obeh smereh;

(b) kombinirajo različne številke letov v okviru ene operacije zrakoplova;

(c) opravljajo prevoze za kraji, med kraji vmesnega pristanka in naslednjimi kraji ter kraji na ozemljih pogodbenic ter v kateri koli kombinaciji in katerem koli vrstnem redu;

(d) izpustijo pristanke v katerem koli kraju ali kraji;

(e) kadar koli preusmerijo promet iz katerega koli svojega zrakoplova v kateri koli drug svoj zrakoplov brez kakršnih koli omejitev glede sprememb tipa ali števila zrakoplovov, s katerimi opravljajo prevoz;

(f) opravljajo prevoze na kraje za katerim koli krajem na ozemlju te pogodbenice z zamenjavo zrakoplova ali številke leta ali brez nje ter javnosti ponujajo in oglašujejo take prevoze kot neposredne prevoze;

(g) pristajajo v katerih koli kraji, ne glede na to, ali so znotraj ali zunaj ozemlja ene ali druge pogodbenice;

(h) opravljajo tranzitni promet na kraji vmesnega pristanka in na kraji na ozemlju druge pogodbenice;

(i) kombinirajo promet na istem zrakoplovu, ne glede na to, od kod tak promet izvira; ter

(j) zagotavljajo storitve pod skupno oznako v skladu z odstavkom 3 člena 13 (Poslovne priložnosti) tega sporazuma;

brez omejevanja smeri letenja ali geografskega omejevanja in brez izgube katere koli pravice do opravljanja prometa, ki je sicer dovoljen po tem sporazumu.

PRILOGA 2**DOGOVORI O RAZPOLOŽLJIVOSTI PRAVIC****ODDELEK 1**

Lastništvo in nadzor nad letalskimi prevozniki obeh pogodbenic

1. Ne glede na člen 4 (Naložbe) je lastništvo letalskih prevoznikov pogodbenice s strani državljakov vseh drugih pogodbenic na podlagi vzajemnosti dopustno v obsegu, dovoljenem v skladu z domačimi zakoni in predpisi Kanade za tuje naložbe v letalske prevoznike.

2. Ne glede na odstavek 2(c) člena 3 (Določitev, pooblastilo in preklic) ter člen 4 (Naložbe) Sporazuma se v zvezi z lastništvom in nadzorom letalskih prevoznikov namesto odstavka 2(c) člena 3 (Določitev, pooblastilo in preklic) uporablja naslednja določba, dokler zakoni in predpisi iz odstavka 2(c) in (d) oddelka 2 te Priloge ne bodo določili drugače:

»v primeru letalskega prevoznika Kanade imajo pretežni lastninski delež in dejanski nadzor nad letalskim prevoznikom državljani Kanade, letalski prevoznik ima licenco kanadskega letalskega prevoznika ter ima glavno poslovno enoto v Kanadi; v primeru letalskega prevoznika države članice imajo pretežni lastninski delež in dejanski nadzor nad letalskim prevoznikom državljani držav članic, Islandije, Litvetnostajna, Norveške ali Švice, letalski prevoznik ima licenco letalskega prevoznika Skupnosti in glavno poslovno enoto v državi članic«.

ANNEX 1**ROUTE SCHEDULE**

1. For the purposes of paragraph 1(c) of Article 2 of this Agreement each Party shall permit the airlines of the other Party to provide transportation on the routes specified hereunder:

(a) For the airlines of Canada:

Points Behind – Points in Canada – Intermediate Points – Points in and within Member States – Points Beyond

(b) For the airlines of the European Community:

Points Behind – Points in Member States – Intermediate Points – Points in and within Canada – Points Beyond

2. Airlines of a Party may on any or all flights and at their option:

(a) operate flights in either or both directions;

(b) combine different flight numbers within one aircraft operation;

(c) serve behind, intermediate and beyond points and points in the territory of any Party and in any combination or any order;

(d) omit stops at any point or points;

(e) transfer traffic from any of its aircraft to any of its other aircraft without any limitation as to change in type or number of aircraft operated at any point;

(f) serve points behind any point in that Party's territory with or without change of aircraft or flight number and hold out and advertise such services to the public as through services;

(g) make stopovers at any points whether within or outside the territory of either Party;

(h) carry transit traffic at intermediate points and at points in the territory of the other Party;

(i) combine traffic on the same aircraft regardless of where such traffic originates; and

(j) provide service through codesharing consistent with paragraph 3 of Article 13 (Commercial Framework) of this Agreement;

without directional or geographic limitation and without loss of any right to carry traffic otherwise permissible under this Agreement.

ANNEX 2**ARRANGEMENTS FOR THE AVAILABILITY OF RIGHTS****SECTION 1**

Ownership and Control of the Airlines of both Parties

1. Notwithstanding Article 4 (Investment), ownership of a Party's airlines by nationals of all other Parties shall be allowable, on the basis of reciprocity, to the extent permitted by Canada's domestic laws and regulations for foreign investment in airlines.

2. Notwithstanding paragraph 2(c) of Article 3 (Designation, Authorisation and Revocation) and Article 4 (Investment) of the Agreement, the following provision shall apply with respect to ownership and control of airlines in place of paragraph 2(c) of Article 3 (Designation, Authorisation and Revocation) until the laws and regulations referred to in paragraph 2(c) and (d) of Section 2 of this Annex dictate otherwise:

“in the case of an airline of Canada, substantial ownership and effective control of the airline are vested in nationals of Canada, the airline is licensed as a Canadian airline, and the airline has its principal place of business in Canada; in the case of an airline of a Member State, substantial ownership and effective control of the airline is vested in nationals of Member States, Iceland, Liechtenstein, Norway or Switzerland, the airline is licensed as a Community airline, and the airline has its principal place of business in a Member State”.

ODDELEK 2**Postopna razpoložljivost prometnih pravic**

1. Pri uveljavljanju prometnih pravic iz odstavka 2 tega oddelka so letalski prevozniki pogodbenic upravičeni do operativnih prilagodljivosti, ki jih omogoča odstavek 2 Priloge 1.

2. Ne glede na prometne pravice iz Priloge 1 tega sporazuma:

(a) kadar nacionalni zakoni in predpisi obeh pogodbenic dovoljujejo, da imajo državljeni druge pogodbenice v lasti in pod nadzorom skupaj največ 25-odstotni delež glasovalnih pravic v njunih letalskih prevoznikih, se uporabljajo naslednje pravice:

(i) za potniški kombinirani prevoz in tovorni prevoz za kanadske letalske prevoznike pravica do opravljanja mednarodnega prevoza med katerim koli krajem v Kanadi in katerim koli krajem v državah članicah, za letalske prevoznike Skupnosti pravica do opravljanja letalskega prevoza med katerim koli krajem v državah članicah in katerim koli krajem v Kanadi. Poleg tega za potniški kombinirani prevoz in tovorni prevoz za letalske prevoznike pogodbenice pravica do opravljanja mednarodnega prevoza v kraju v tretjih državah in iz njih prek katerega koli kraja na ozemlju zadevne pogodbenice z zamenjavo zrakoplova ali številke leta ali brez nje ter pravica do ponujanja javnosti in oglaševanja takih prevozov kot neposrednih prevozov;

(ii) za tovorni prevoz za letalske prevoznike obeh pogodbenic pravica do opravljanja mednarodnega prevoza med ozemljem druge pogodbenice in kraji v tretjih državah v povezavi s prevozi med kraji na svojem ozemlju in kraji na ozemlju druge pogodbenice;

(iii) za potniški kombinirani prevoz in tovorni prevoz za letalske prevoznike obeh pogodbenic pravice do opravljanja prevozov iz dvostranskih sporazumov o zračnem prometu med Kanado in državami članicami, navedenih v oddelku 1 Priloge 3, in pravice do opravljanja prevozov iz dogovorov, ki so se uporabljali med Kanado in posameznimi državami članicami, kot je določeno v oddelku 2 Priloge 3. Obupoštevanju pravic pete svoboščine glede naslednjih krajev iz tega pododstavka vse omejitve razen geografskih omejitev, omejitev števila krajev in omejitev določene pogostosti ne veljajo več; ter

(iv) za večjo varnost so pravice iz zgornjih pododstavkov (i) in (ii) na voljo, kadar na datum začasne uporabe ali datum začetka veljavnosti tega sporazuma ni obstajal noben dvostranski sporazum ali dogovor ali kadar pravice v sporazumu, ki so bile na voljo neposredno pred začasno uporabo ali začetkom veljavnosti tega sporazuma, ne dopuščajo toliko kot pravice iz zgornjih pododstavkov (i) in (ii).

(b) kadar nacionalni zakoni in predpisi obeh pogodbenic dovoljujejo, da imajo državljeni druge pogodbenice v lasti in pod nadzorom skupaj največ 49-odstotni delež glasovalnih pravic v njunih letalskih prevoznikih, se poleg pododstavka 2(a) uporabljajo naslednje pravice:

(i) za potniški kombinirani prevoz so za letalske prevoznike obeh pogodbenic pravice pete svoboščine na voljo na katerem koli kraju vmesnega pristanka in za kanadske letalske prevoznike med katerim koli krajem v državah članicah in katerim koli krajem v drugih državah članicah, če v primeru kanadskih letalskih prevoznikov prevoz vključuje kraj v Kanadi in v primeru letalskih prevoznikov Skupnosti prevoz vključuje kraj v kateri koli državi članici;

(ii) za potniški kombinirani prevoz so za letalske prevoznike Kanade pravice pete svoboščine na voljo med katerim koli krajem v državah članicah ter katerim koli krajem v Maroku, Švici, Evropskem gospodarskem prostoru in drugih članicah skupnega evropskega zračnega prostora; in

SECTION 2**Progressive Availability of Traffic Rights**

1. When exercising the traffic rights set out in paragraph 2 of this Section, the airlines of the Parties shall enjoy the operational flexibilities permitted in paragraph 2 of Annex 1.

2. Notwithstanding the traffic rights set out in Annex 1 of this Agreement:

(a) when the national laws and regulations of both Parties permit nationals of the other Party to own and control up to a total of 25 per cent of the voting interests of their airlines, the following rights shall apply:

(i) for passenger-combination and all-cargo services, for Canadian airlines, the right to provide international transportation between any Points in Canada and any Points in Member States; for Community airlines, the right to provide air services between any Points in Member States and any Points in Canada. In addition, for passenger-combination and all-cargo services, for airlines of a Party, the right to provide international transportation to and from Points in third countries via any points in the territory of that Party with or without change of aircraft or flight number and hold out and advertise such services to the public as through services;

(ii) for all-cargo services, for airlines of both Parties, the right to provide international transportation between the territory of the other Party and points in third countries in conjunction with services between points in its territory and points in the territory of the other Party;

(iii) for passenger-combination and all-cargo services, for airlines of both Parties, operating rights that are provided for in bilateral air transport agreements between Canada and Member States listed in Section 1 of Annex 3, and the operating rights in arrangements that were being applied between Canada and individual Member States, as specified in Section 2 of Annex 3. With respect to beyond fifth freedom rights specified in this subparagraph, all limitations other than geographic limitations, limitations as to the number of points and specified frequency limitations shall no longer apply; and

(iv) for greater certainty, the rights contained in subparagraph (i) and (ii) above shall be available where no bilateral agreement or arrangement existed on the date of provisional application or entry into force of this Agreement, or where the rights in an agreement that were available immediately prior to provisional application or entry into force of this Agreement are not as liberal as the rights contained in subparagraph (i) and (ii) above;

(b) when the national laws and regulations of both Parties permit nationals of the other Party to own and control up to a total of 49 per cent of the voting interests of their airlines, the following rights additional to subparagraph 2(a) shall apply:

(i) for passenger-combination services, for the airlines of both Parties, fifth freedom rights shall be available at any Intermediate Points, and for Canadian airlines, between any Points in Member States and any Points in other Member States, provided that in the case of Canadian airlines the service includes a Point in Canada, and in the case of Community airlines the service includes a Point in any Member State;

(ii) for passenger-combination services, for the airlines of Canada, fifth freedom rights shall be available between any Points in Member States and any Points in Morocco, Switzerland, the European Economic Area, and other members of the European Common Aviation Area; and

(iii) za tovorni prevoz za letalske prevoznike pogodbenice, brez zahteve za opravljanje prevoza v kraj na ozemlju navedene pogodbenice, pravica do opravljanja mednarodnega prevoza med kraji na ozemlju druge pogodbenice in kraji v tretjih državah;

(c) kadar nacionalni zakoni in predpisi obeh pogodbenic dovoljujejo, da državljeni druge pogodbenice na njem ozemlju ustanovijo letalskega prevoznika za domači in mednarodni letalski prevoz, in na podlagi odstavka 5, odstavka 6(e) in odstavka 9 člena 17 (Skupni odbor) tega sporazuma se poleg pododstavka 2(a) in (b) uporabljajo naslednje pravice:

(i) za potniški kombinirani prevoz so za letalske prevoznike obeh pogodbenic pravice pete svoboščine na voljo za kateri koli naslednji kraj brez omejitev pogostosti;

(d) kadar nacionalni zakoni in predpisi obeh pogodbenic dovoljujejo popolno lastništvo in nadzor njunih letalskih prevoznikov s strani državljanov druge pogodbenice ter obe pogodbenici dovoljujeta polno uporabo Priloge 1, se na podlagi odstavka 5, odstavka 6(e) in odstavka 9 člena 17 (Skupni odbor) tega sporazuma in na podlagi potrditve pogodbenic z njunimi postopki določbe Priloge 2 zgoraj ne uporabljajo več in velja Priloga 1.

(iii) for all-cargo services, for the airlines of a Party, without a requirement to serve a Point in the territory of that Party, the right to provide international transportation between Points in the territory of the other Party and Points in third countries;

(c) when the national laws and regulations of both Parties permit the nationals of the other Party to establish an airline in their territory for domestic and international air services, and pursuant to paragraphs 5, 6(e) and 9 of Article 17 (Joint Committee) of this Agreement, the following rights additional to subparagraphs 2(a) and (b) shall apply:

(i) for passenger-combination services, for airlines of both Parties, fifth freedom rights shall be available to any Points Beyond without frequency limitations;

(d) when the national laws and regulations of both Parties permit the full ownership and control of their airlines by nationals of the other Party and both Parties permit full application of Annex 1, pursuant to paragraphs 5, 6(e) and 9 of Article 17 (Joint Committee) of this Agreement and pursuant to a confirmation by the Parties through their respective procedures, the provisions of Annex 2 above shall no longer apply and Annex 1 shall take effect.

PRILOGA 3

DVOSTRANSKI SPORAZUMI MED KANADO IN DRŽAVAMI ČLANICAMI EVROPSKE SKUPNOSTI

ODDELEK 1

V skladu s členom 26 tega sporazuma se uporaba naslednjih dvostranskih sporazumov med Kanado in državami članicami začasno ukine ali pa se nadomesti s tem sporazumom:

(a) Republika Avstrija: Sporazum med vlado Kanade in avstrijsko zvezno vlado o zračnem prometu, podpisana 22. junija 1993;

(b) Kraljevina Belgija: Sporazum med vlado Kanade in vlado Belgije o zračnem prometu, podpisana dne 13. maja 1986;

(c) Češka republika: Sporazum med vlado Kanade in vlado Češke republike o zračnem prometu, podpisana 13. marca 1996; Izmenjava not o spremembri Sporazuma, podpisana 28. aprila 2004 in 28. junija 2004;

(d) Kraljevina Danska: Sporazum med Kanado in Dansko za letalski prevoz med državama, podpisana 13. decembra 1949. Izmenjava not med Kanado in Dansko v zvezi z zračnim sporazumom z dne 13. decembra 1949 v Ottawi, podpisana 13. decembra 1949. Izmenjava not med Kanado in Dansko o spremembri Sporazuma iz leta 1949 o zračnem prometu, podpisana 16. maja 1958;

(e) Republika Finska: Sporazum med vlado Kanade in vlado Finske za letalski prevoz med njunima ozemljema in zunaj njiju, podpisana 28. maja 1990. Izmenjava not, ki pomeni sporazum o spremembri Sporazuma med vlado Kanade in vlado Finske za letalski prevoz med njunima ozemljema in zunaj njiju, sklenjenega v Helsinkih 28. maja 1990, podpisana 1. septembra 1999;

(f) Francoska republika: Sporazum med vlado Kanade in vlado Francoske republike o zračnem prometu, podpisana 15. junija 1976; izmenjava not med vlado Kanade in vlado Francoske republike o spremembri Sporazuma o zračnem prometu, podpisane v Parizu 15. junija 1976, podpisana 21. decembra 1982;

ANNEX 3

BILATERAL AGREEMENTS BETWEEN CANADA AND THE MEMBER STATES OF THE EUROPEAN COMMUNITY

SECTION 1

As provided in Article 26 of this Agreement, the following bilateral agreements between Canada and the Member States shall be suspended or superseded by this Agreement:

(a) The Republic of Austria: Agreement between the Government of Canada and the Austrian Federal Government on Air Transport, signed 22 June 1993;

(b) The Kingdom of Belgium: Agreement between the Government of Canada and the Government of Belgium on Air Transport, signed 13 May 1986;

(c) The Czech Republic: Agreement between the Government of Canada and the Government of the Czech Republic on Air Transport, signed 13 March 1996; Exchange of Notes amending the Agreement, signed 28 April 2004 and 28 June 2004;

(d) The Kingdom of Denmark: Agreement between Canada and Denmark for Air Services between the Two Countries, signed 13 December 1949; Exchange of Notes between Canada and Denmark relating to the Air Agreement signed between the two Countries at Ottawa, 13 December 1949, signed 13 December 1949; Exchange of Notes between Canada and Denmark modifying the Agreement of 1949 Concerning Air Services, signed 16 May 1958;

(e) The Republic of Finland: Agreement between the Government of Canada and the Government of Finland for Air Services between and beyond their Respective Territories, signed 28 May 1990. Exchange of Notes constituting an Agreement amending the Agreement between the Government of Canada and the Government of Finland for Air Services between and beyond their Respective Territories, done at Helsinki on 28 May 1990, signed 1 September 1999;

(f) The French Republic: Air Transport Agreement between the Government of Canada and the Government of the French Republic, signed 15 June 1976 Exchange of Notes between the Government of Canada and the Government of the French Republic amending the Air Transport Agreement signed in Paris 15 June 1976, signed 21 December 1982;

(g) Zvezna republika Nemčija: Sporazum med vlado Kanade in vlado Zvezne republike Nemčije o zračnem prometu, podpisani 26. marca 1973; izmenjava not med vlado Kanade in vlado Zvezne republike Nemčije o spremembri Sporazuma o zračnem prometu, podpisane v Ottawi 26. marca 1973, podpisana 16. decembra 1982 in 20. januarja 1983;

(h) Helenska republika: Sporazum med vlado Kanade in vlado Helenske republike o zračnem prometu, podpisani 20. avgusta 1984; izmenjava not, ki pomeni sporazum med vlado Kanade in vlado Helenske republike o spremembri Sporazuma o zračnem prometu, sklenjenega v Torontu 20. avgusta 1984, podpisana 23. junija 1995 in 19. julija 1995;

(i) Republika Madžarska: Sporazum med vlado Kanade in vlado Republike Madžarske o zračnem prometu, podpisani 7. decembra 1998;

(j) Irska: Sporazum med Kanado in Irsko za letalski prevoz med državama, podpisani 8. avgusta 1947; izmenjava not (19. april in 31. maj 1948) med Kanado in Irsko o spremembri Sporazuma za letalski prevoz med državama, podpisana 31. maja 1948; izmenjava not med Kanado in Irsko, ki pomeni sporazum o spremembri Priloge k Sporazumu za letalski prevoz z dne 8. avgusta 1947, podpisana 9. julija 1951. Izmenjava not med Kanado in Irsko o spremembri Sporazuma za letalski prevoz med državama z dne 8. avgusta 1947, podpisana 23. decembra 1957;

(k) Italijanska republika: Sporazum med Kanado in Italijo za letalski prevoz, podpisani 2. februarja 1960; izmenjava not med vlado Kanade in vlado Italijanske republike, ki pomeni sporazum o spremembri Sporazuma za letalski prevoz, kot je določeno v potrjenem zapisniku z dne 28. aprila 1972, podpisana 28. avgusta 1972;

(l) Kraljevina Nizozemska: Sporazum med vlado Kanade in vlado Kraljevine Nizozemske o zračnem prometu, podpisani 2. junija 1989; izmenjava not med vlado Kanade in vlado Kraljevine Nizozemske, ki pomeni sporazum o opravljanju posebnih (čarterskih) letih, podpisana 2. junija 1989;

(m) Republika Poljska: Sporazum o zračnem prometu med vlado Kanade in vlado Ljudske republike Poljske, podpisani 14. maja 1976; izmenjava not, ki pomeni sporazum med vlado Kanade in vlado Ljudske republike Poljske o členih IX, XI, XIII in XV Sporazuma o zračnem prometu, podpisana 14. maja 1976, podpisana istega dne;

(n) Portugalska republika: Sporazum med vlado Kanade in vlado Portugalske za letalski prevoz med kanadskim in portugalskim ozemljem, podpisani 25. aprila 1947. Izmenjava not med vlado Kanade in vlado Portugalske o spremembri odstavkov 3 in 4 priloge Sporazuma za letalski prevoz med dvema državama, podpisane 25. aprila 1947 v Lizboni, podpisana 24. in 30. aprila 1957. Izmenjava not med Kanado in Portugalsko o spremembri odstavka 7 priloge Sporazuma za letalski prevoz med dvema državama, podpisana 5. in 31. marca 1958;

(o) Romunija: Sporazum med vlado Kanade in vlado Socialistične republike Romunije o civilnem zračnem prometu, podpisani 27. oktobra 1983;

(p) Kraljevina Španija: Sporazum med vlado Kanade in vlado Španije o zračnem prometu, podpisani 15. septembra 1988;

(q) Kraljevina Švedska: Sporazum med Kanado in Švedsko za letalski prevoz med kanadskim in švedskim ozemljem, podpisani 27. junija 1947; izmenjava not med Kanado in Švedsko, ki dopoljuje Sporazum za letalski prevoz med kanadskim in švedskim ozemljem, podpisana 27. junija in 28. junija 1947. Izmenjava not med Kanado in Švedsko o spremembri Sporazuma iz leta 1947 o zračnem prometu, podpisana 16. maja 1958; ter

(g) The Federal Republic of Germany: Air Transport Agreement between the Government of Canada and the Government of the Federal Republic of Germany, signed 26 March 1973; Exchange of Notes between the Government of Canada and the Government of the Federal Republic of Germany amending the Air Transport Agreement signed at Ottawa on 26 March 1973, signed 16 December 1982 and 20 January 1983;

(h) The Hellenic Republic: Agreement between the Government of Canada and the Government of the Hellenic Republic on Air Transport, signed 20 August 1984; Exchange of Notes constituting an Agreement between the Government of Canada and the Government of the Hellenic Republic amending the Agreement on Air Transport, done at Toronto on 20 August 1984, signed 23 June 1995 and 19 July 1995;

(i) The Republic of Hungary: Agreement between the Government of Canada and the Government of the Republic of Hungary on Air Transport, signed 7 December 1998;

(j) Ireland: Agreement between Canada and Ireland for Air Services between the two countries, signed 8 August 1947; Exchange of Notes (19 April and 31 May 1948) between Canada and Ireland amending the Agreement for Air Services between the two countries, signed 31 May 1948; Exchange of Notes between Canada and Ireland constituting an Agreement amending the Annex to the Air Agreement of 8 August 1947, signed 9 July 1951. Exchange of Notes between Canada and Ireland modifying the Air Agreement of 8 August 1947 between the two countries, signed 23 December 1957;

(k) The Italian Republic: Agreement between Canada and Italy for Air Services, signed 2 February 1960; Exchange of Notes between the Government of Canada and the Government of the Republic of Italy constituting an Agreement to Amend the Agreement for Air Services as specified in the Agreed Minute of April 28, 1972, signed 28 August 1972;

(l) The Kingdom of the Netherlands: Agreement between the Government of Canada and the Government of the Kingdom of the Netherlands relating to Air Transport, signed 2 June 1989; Exchange of Notes between the Government of Canada and the Government of the Kingdom of the Netherlands constituting an Agreement relating to the Operation of Non-scheduled (charter) Flights, signed 2 June 1989;

(m) The Republic of Poland: Air Transport Agreement between the Government of Canada and the Government of the Polish People's Republic, signed 14 May 1976; Exchange of Notes constituting an agreement between the Government of Canada and the Government of the Polish People's Republic relating to Articles IX, XI, XIII and XV of the Air Transport Agreement signed 14 May 1976, signed at the same date;

(n) The Portuguese Republic: Agreement between the Government of Canada and the Government of Portugal for Air Services between Canadian and Portuguese Territories, signed 25 April 1947; Exchange of Notes between the Government of Canada and the Government of Portugal amending Paragraph 3 and 4 of the Annex to the Agreement for Air Services between the two countries signed at Lisbon 25 April 1947, signed 24 and 30 April 1957. Exchange of Notes between Canada and Portugal amending Paragraph 7 of the Annex to the Agreement for Air Services between the two countries, signed 5 and 31 March 1958;

(o) Romania: Agreement between the Government of Canada and the Government of the Socialist Republic of Romania on Civil Air Transport, signed 27 October 1983;

(p) The Kingdom of Spain: Agreement between the Government of Canada and the Government of Spain on Air Transport, signed 15 September 1988;

(q) The Kingdom of Sweden: Agreement between Canada and Sweden for Air Services between Canadian and Swedish Territories, signed 27 June 1947; Exchange of Notes between Canada and Sweden supplementing the Agreement for Air Services between Canadian and Swedish Territories, signed 27 June and 28 June 1947. Exchange of Notes between Canada and Sweden modifying the Agreement of 1947 concerning air services, signed 16 May 1958; and

(r) Združeno Kraljestvo Velike Britanije in Severne Irske:
Sporazum med vlado Kanade in vlado Združenega kraljestva Velike Britanije in Severne Irske o letalskem prevozu, podpisani 22. junija 1988.

ODDELEK 2

Za namen oddelka 2 Priloge 2 veljajo naslednje pravice v skladu s pododstavkom 2(a)(iii):

Del 1 za letalske prevoznike Kanade

V povezavi z opravljanjem kombiniranega potniško/tovornega prevoza med Kanado in posameznimi državami članicami in pri opravljanju zgolj tovornega prevoza letalski prevozniki Kanade uživajo naslednje pravice:

| | |
|----------------|---|
| Država članica | Prometne pravice |
| Bolgarija | Pravice pete svoboščine veljajo na dveh krajih, ki jih je treba imenovati, ki sta lahko kraja vmesnega pristanka na poti do Sofije in/ali poznejši kraj pristanka. |
| Češka | Pravice pete svoboščine veljajo na največ štirih krajih po izbiri Kanade, ki so lahko kraji vmesnega pristanka na poti do Prage ali poznejši kraj pristanka in en dodatni kraj pristanka na Češkem. |
| Danska | Pravice pete svoboščine veljajo med Københavnem in: (a) Amsterdamom in Helsinki ali (b) Amsterdamom in Moskvo. Amsterdam je lahko kraj vmesnega pristanka ali poznejši kraj pristanka. Helsinki in Moskva morata biti poznejši kraj pristanka. |
| Nemčija | Pravice pete prometne svoboščine se lahko izvajajo med kraji vmesnega pristanka v Evropi in kraji v Zvezni republiki Nemčiji ter med kraji v Zvezni republiki Nemčiji in poznejšimi kraji pristanka. |
| Grčija | Pravice pete svoboščine veljajo na kraji vmesnega pristanka na poti do Aten in/ali naslednjem kraju in dveh dodatnih krajih pristanka v Grčiji, razen krajev v Turčiji in Izraelu. Skupno število krajev vmesnega pristanka in poznejših krajev pristanka, za katere lahko v katerem koli trenutku velja pravica pete svoboščine, ne sme presegati pet krajev, od tega so lahko največ štirje kraji kraji vmesnega pristanka. |
| Irska | Pravice pete svoboščine veljajo med kraji pristanka na Irskem in kraji vmesnega pristanka ter med kraji pristanka na Irskem in poznejšimi kraji pristanka za Irsko. Za zgolj tovorni prevoz pravica velja za opravljanje mednarodnega prevoza med kraji pristanka na Irskem in kraji pristanka v tretjih državah, ne da bi bilo treba opraviti prevoz za kraj v Kanadi. |
| Italija | Pravice pete prometne svoboščine veljajo med dvema krajema vmesnega pristanka v Evropi in Rimom in/ali Milanom. Kraji vmesnega pristanka, za katere velja pravice pete svoboščine, so lahko tudi poznejši kraji pristanka. |
| Poljska | Pravice pete svoboščine veljajo med Varšavo in dvema krajema vmesnega pristanka v Evropi, ki jih izbere Kanada med naslednjimi kraji: Bruselj, Kopenhagen, Praga, Shannon, Stockholm, Dunaj in Zürich. |

(r) The United Kingdom of Great Britain and Northern Ireland: Agreement between the Government of Canada and the Government of the United Kingdom of Great Britain and Northern Ireland Concerning Air Services, signed 22 June 1988.

SECTION 2

For the purposes of Annex 2, Section 2, the following rights shall be available in accordance with subparagraph 2(a)(iii):

Part 1 for the Airlines of Canada

In conjunction with the operation of passenger-combination services between Canada and individual Member States, and in the operation of all-cargo services, airlines of Canada shall enjoy the following rights:

| Member State | Traffic Rights |
|----------------|--|
| Bulgaria | Fifth freedom rights shall be available at two points to be named which may be served intermediate to and/or beyond Sofia. |
| Czech Republic | Fifth freedom rights shall be available at up to four points of Canada's choice, intermediate to or beyond Prague and one additional point in the Czech Republic. |
| Denmark | Fifth freedom rights shall be available between Copenhagen and: (a) Amsterdam and Helsinki; or (b) Amsterdam and Moscow. Amsterdam may be served as an intermediate point or as a point beyond. Helsinki and Moscow are to be served as points beyond. |
| Germany | Fifth freedom traffic rights may be exercised between intermediate points in Europe and points in Federal Republic of Germany and between points in the Federal Republic of Germany and points beyond. |
| Greece | Fifth freedom rights shall be available at points intermediate to and/or beyond Athens and two additional points in Greece, excluding points in Turkey and Israel. The total number of intermediate points and points beyond that may be served at any one time with fifth freedom rights shall not exceed five of which no more than four may be intermediate points. |
| Ireland | Fifth freedom rights shall be available between points in Ireland and intermediate points, and between points in Ireland and points beyond Ireland. For all-cargo services, the right shall be available to provide international transportation between points in Ireland and points in third countries without a requirement to serve a point in Canada. |
| Italy | Fifth freedom traffic rights shall be available between two intermediate points in Europe and Rome and/or Milan. Intermediate points with fifth freedom rights may also be served as points beyond. |
| Poland | Fifth freedom rights shall be available between Warsaw and two intermediate points in Europe to be selected by Canada from the following: Brussels, Copenhagen, Prague, Shannon, Stockholm, Vienna, Zurich. |

| | | | |
|--|---|----------------|--|
| Portugalska | Pravice pete svoboščine veljajo med kraji pristanka na Portugalskem in vmesnimi kraji pristanka ter med kraji pristanka na Portugalskem in poznejšimi kraji pristanka za Portugalsko. | Portugal | Fifth freedom traffic rights shall be available between points in Portugal and intermediate points, and between points in Portugal and points beyond Portugal. |
| Španija | Pravice pete svoboščine za kraje vmesnega pristanka in za naslednje kraje pristanka veljajo: (a) med Madridom in tremi dodatnimi kraji pristanka v Španiji in kraji pristanka v Evropi (razen za München, Dansko, Švedsko, Norveško, Italijo in republike nekdanje Sovjetske zveze) in (b) med Madridom in enim drugim krajem pristanka v Španiji ter kraji pristanka v Afriki in na Bližnjem vzhodu, kakor jih določa ICAO v dokumentu 9060–AT/723. V katerem koli trenutku se izvajajo največ štiri pravice pete svoboščine. | Spain | Intermediate and beyond fifth freedom rights shall be available: (a) Between Madrid and three additional points in Spain, and points in Europe, (except for Munich, Denmark, Sweden, Norway, Italy and the Republics of the former USSR); and (b) Between Madrid and one other point in Spain and points in Africa and the Middle East, as defined by ICAO in Document 9060-AT/723. Not more than four fifth freedom rights shall be exercised at any one time. |
| Švedska | Pravice pete svoboščine veljajo med Stockholmom in: (a) Amsterdamom in Helsinki ali (b) Amsterdamom in Moskvo. Amsterdam je lahko kraj vmesnega pristanka ali poznejši kraj pristanka. Helsinki in Moskva morata biti poznejši kraj pristanka. | Sweden | Fifth freedom rights shall be available between Stockholm and: (a) Amsterdam and Helsinki; or (b) Amsterdam and Moscow. Amsterdam may be served as an intermediate point or as a point beyond. Helsinki and Moscow are to be served as points beyond. |
| Združeno kraljestvo | Pravice pete svoboščine veljajo med kraji pristanka v Združenem kraljestvu in vmesnimi kraji pristanka ter med kraji pristanka v Združenem kraljestvu in poznejšimi kraji pristanka za Združenim kraljestvom. Za zgolj tovorni prevoz pravica velja za opravljanje mednarodnega prevoza med kraji pristanka v Združenem kraljestvu in kraji pristanka v tretjih državah, ne da bi bilo treba opraviti prevoz za kraj v Kanadi. | United Kingdom | Fifth freedom rights shall be available between points in the United Kingdom and intermediate points, and between points in the United Kingdom and points beyond. For all-cargo services, the right shall be available to provide international transportation between points in the United Kingdom and points in third countries without a requirement to serve a point in Canada. |
| Del 2 za letalske prevoznike Evropske skupnosti V povezavi z opravljanjem kombiniranega potniško/tovornega prevoza med posameznimi državami članicami in Kanado in opravljanjem zgolj tovornega prevoza letalski prevozniki Skupnosti uživajo naslednje pravice: | | | |
| Država članica | Prometne pravice | Member State | Traffic Rights |
| Belgija | Pravice pete prometne svoboščine veljajo med Montrealom in poznejšima krajevema pristanka v Združenih državah Amerike, ki sta na območju vzhodno od Chicaga, vključno s Chicagom, in na območju severno od Washingtona D.C., vključno z Washingtonom D.C. | Belgium | Fifth freedom traffic rights shall be available between Montreal and two points beyond in the United States of America located east of and including Chicago and north of and including Washington D.C. |
| Bolgarija | Pravice pete prometne svoboščine se lahko izvajajo na naslednjem kraju pristanka v Združenih državah Amerike, ki je na območju vzhodno od Chicaga in izključuje Chicago, in na območju severno od Washingtona D.C., vključno z Washingtonom D.C. Pravice pete svoboščine ne veljajo, če sta Montrealski in Ottawski terminal povezana. Pravice pete svoboščine ne veljajo na krajih vmesnega pristanka. | Bulgaria | Fifth freedom rights may be exercised at one beyond point in the United States of America east of and excluding Chicago and north of and including Washington, D.C. No fifth freedom rights shall be available if Montreal and Ottawa are co-terminalled. No fifth freedom rights shall be available at intermediate points. |
| Češka | Pravice pete svoboščine veljajo med Montrealom in poznejšima krajevema pristanka v Združenih državah Amerike, ki sta na območju severno od Washingtona, D.C., vključno z Washingtonom, D.C. ter na območju vzhodno od Chicaga, vključno s Chicagom. | Czech Republic | Fifth freedom rights shall be available between Montreal and two beyond points in the United States of America, north of and including Washington, D.C. and east of and including Chicago. |

| | | | |
|-------------|---|----------|--|
| Danska | Pravice pete svoboščine veljajo med Montrealom in Chicagom ter med Montrealom in Seattлом. Chicago je lahko kraj vmesnega pristanka ali poznejši kraj pristanka. Seattle je lahko samo poznejši kraj pristanka. | Denmark | Fifth freedom rights shall be available between Montreal and Chicago and between Montreal and Seattle. Chicago may be served as an intermediate point or as a point beyond. Seattle may only be served as a point beyond. |
| Nemčija | Pravice pete svoboščine veljajo samo med Montrealom in poznejšim krajem pristanka na Floridi. Alternativno pravice pete prometne svoboščine veljajo med Montrealom in dvema poznejšima krajevma pristanka v celinskih Združenih državah Amerike, razen krajev pristanka v državah Kalifornija, Kolorado, Florida, Georgia, Oregon, Texas in Washington. | Germany | Fifth freedom traffic rights shall only be available between Montreal and one beyond point in Florida. As an alternative, fifth freedom traffic rights shall be available between Montreal and two beyond points in the Continental United States of America excluding points in the states of California, Colorado, Florida, Georgia, Oregon, Texas and Washington. |
| Grčija | Pravice pete prometne svoboščine veljajo med Montrealom in Bostonom ali med Montrealom in Chicagom ali v poznejšem kraju za Torontom do enega kraja pristanka, ki ga v Združenih državah Amerike imenuje Helenska republika, razen krajev pristanka v Kaliforniji, Texasu in na Floridi. | Greece | Fifth freedom traffic rights shall be available between Montreal and Boston or between Montreal and Chicago or beyond Toronto to one point to be named by the Hellenic Republic in the United States of America, with the exception of points in California, Texas and Florida. |
| Irska | Pravice pete svoboščine veljajo med kraji pristanka v Kanadi in kraji vmesnega pristanka ter med kraji pristanka v Kanadi in poznejšimi kraji pristanka za Kanado. Za zgolj tovorni prevoz pravica velja za opravljanje mednarodnega prevoza med kraji pristanka v Kanadi in kraji pristanka v tretjih državah, ne da bi bilo treba opraviti prevoz za kraj na Irskem. | Ireland | Fifth freedom rights shall be available between points in Canada and intermediate points, and between points in Canada and points beyond Canada. For all-cargo services, the right shall be available to provide international transportation between points in Canada and points in third countries without a requirement to serve a point in Ireland. |
| Italija | Pravice pete prometne svoboščine veljajo med krajema vmesnega pristanka na severovzhodu Združenih držav Amerike (severno od Washingtona in vključno z njim; vzhodno od Chicaga in vključno s Chicagom) in Montrealom in/ali Torontom. Kraji vmesnega pristanka, za katere veljajo pravice pete svoboščine, so lahko tudi poznejši kraji pristanka. | Italy | Fifth freedom traffic rights shall be available between two intermediate points in the northeast United States of America (north of and including Washington; east of and including Chicago) and Montreal and/or Toronto. Intermediate points with fifth freedom rights may also be served as points beyond. |
| Poljska | Pravice pete svoboščine veljajo med Montrealom in New Yorkom, ki je kraj vmesnega pristanka ali poznejši kraj pristanka. | Poland | Fifth freedom rights shall be available between Montreal and New York as an intermediate or beyond point. |
| Portugalska | Pravice pete prometne svoboščine veljajo med kraji pristanka v Kanadi in kraji vmesnega pristanka ter med kraji pristanka v Kanadi in poznejšimi kraji pristanka za Kanado. | Portugal | Fifth freedom traffic rights shall be available between points in Canada and intermediate points, and between points in Canada and points beyond. |
| Španija | Pravice pete svoboščine za kraje vmesnega pristanka in za naslednje kraje pristanka veljajo: (a) med Montrealom in tremi dodatnimi kraji pristanka v Kanadi ter Chicagom, Bostonom, Philadelphiom, Baltimorom, Atlantom, Dallasom/Ft. Worthom in Houstonom in (b) med Montrealom in Mexico Cityjem. V danem času se izvajajo največ štiri pravice pete svoboščine. | Spain | Intermediate and beyond fifth freedom rights shall be available: (a) Between Montreal and three additional points in Canada, and Chicago, Boston, Philadelphia, Baltimore, Atlanta, Dallas/Ft. Worth and Houston; and (b) Between Montreal and Mexico City. Not more than four fifth freedom rights shall be exercised at any one time. |
| Švedska | Pravice pete svoboščine veljajo med Montrealom in Chicagom ter med Montrealom in Seattлом. Chicago je lahko kraj vmesnega pristanka ali poznejši kraj pristanka. Seattle je lahko samo poznejši kraj pristanka. | Sweden | Fifth freedom rights shall be available between Montreal and Chicago and between Montreal and Seattle. Chicago may be served as an intermediate point or as a point beyond. Seattle may only be served as a point beyond. |

Združeno kraljestvo Pravice pete svoboščine veljajo med kraji pristanka v Kanadi in kraji vmesnega pristanka ter med kraji pristanka v Kanadi in poznejšimi kraji pristanka za Kanado. Za zgolj tovorni prevoz pravica velja za opravljanje mednarodnega prevoza med kraji pristanka v Kanadi in kraji pristanka v tretjih državah, ne da bi bilo treba opraviti prevoz za kraj v Združenem kraljestvu.

ODDELEK 3

Ne glede na oddelek 1 te priloge se za območja, ki niso vključena v opredelitev pojma "ozemlje" v členu 1 tega sporazuma, še naprej uporabljajo sporazumi iz odstavkov (d) Kraljevina Danska, (f) Francoska republika, (I) Kraljevina Nizozemska in (r) Združeno kraljestvo Velika Britanija in Severna Irska v skladu z njihovimi pogoji.

Pogodbenice so seznanjene z naslednjima izjavama:

Izjava Evropske skupnosti in njenih držav članic o Sporazumu o zračnem prometu med EU in Kanado ob njegovem podpisu

»Ob upoštevanju člena 26(2) Evropske skupnosti in njene države članice potrjujejo, da ima besedilo »veljavni dvostranski sporazumi, navedeni v prilogi 3, začasno prenehajo veljati, razen v obsegu, določenem v prilogi 2« enak učinek, kot če bi navedli, da ustrezne določbe sporazuma prevladajo nad ustreznimi določbami veljavnih dvostranskih sporazumov iz priloge 3.«

Izjava Evropske skupnosti in njenih držav članic o Sporazumu o zračnem prometu med EU in Kanado ob njegovem podpisu

»Evropska skupnost in njene države članice pojasnjujejo, da Sporazum o zračnem prometu med Evropsko skupnostjo in njenimi državami članicami na eni strani ter Kanado na drugi strani, zlasti člen 8 Sporazuma, ne določa oprostitive plačila davka na dodano vrednost (DDV), razen za prometni davek pri uvozu, in državam članicam ne preprečuje obdavčitve letalskega goriva za domače leta ali leta znotraj Skupnosti v skladu z Direktivo Sveta 2003/96/ES.«

United Kingdom Fifth freedom rights shall be available between points in Canada and intermediate points and between points in Canada and points beyond Canada. For all-cargo services, the right shall be available to provide international transportation between points in Canada and points in third countries without a requirement to serve a point in the United Kingdom.

SECTION 3

Notwithstanding Section 1 of this Annex, for areas that are not included within the definition of "Territory" in Article 1 of this Agreement, the agreements in paragraphs (d) The Kingdom of Denmark, (f) The French Republic, (I) The Kingdom of the Netherlands, and (r) The United Kingdom of Great Britain and Northern Ireland shall continue to apply, according to their terms.

The parties take note of the following declarations:

Declaration by the European Community and its Member States on the EU-Canada Air Transport Agreement to be made at the signature

»With regard to Article 26 (2), the European Community and its Member States confirm that the phrase "the bilateral agreements in force listed in Annex 3 shall be suspended except to the extent provided for in Annex 2" has the same effect as stating that the relevant provisions in the Agreement shall prevail over the relevant provisions of the bilateral agreements in force listed in Annex 3.«

Declaration by the European Community and its Member States on the EU-Canada Air Transport Agreement to be made at the signature

»The European Community and its Member States clarify that the Air Transport Agreement between the European Community and its Member States on the one part, and Canada, on the other part, in particular in its Article 8, does not provide for the exemption from Value Added Tax (VAT), with the exception of turnover tax on imports, and does not preclude Member States from taxing aviation fuel for domestic or intra-Community flights in line with Council Directive 2003/96/EC.«

3. člen

Za izvajanje tega sporazuma skrbi Ministrstvo za promet.

4. člen

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

Št. 326-06/11-13/10
Ljubljana, dne 19. oktobra 2011
EPA 2183-V

Državni zbor
Republike Slovenije
Ljubo Germič l.r.
Predsednik

- 91.** Zakon o ratifikaciji Sporazuma med Vlado Republike Slovenije in Vlado Republike Kosovo o sprejemu oseb, katerih prebivanje je nezakonito, in protokola med Vlado Republike Slovenije in Vlado Republike Kosovo o izvajanju Sporazuma med Vlado Republike Slovenije in Vlado Republike Kosovo o sprejemu oseb, katerih prebivanje je nezakonito (BXKSOPN)

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

U K A Z

o razglasitvi Zakona o ratifikaciji Sporazuma med Vlado Republike Slovenije in Vlado Republike Kosovo o sprejemu oseb, katerih prebivanje je nezakonito, in Protokola med Vlado Republike Slovenije in Vlado Republike Kosovo o izvajanju Sporazuma med Vlado Republike Slovenije in Vlado Republike Kosovo o sprejemu oseb, katerih prebivanje je nezakonito (BXKSOPN)

Razglašam Zakon o ratifikaciji Sporazuma med Vlado Republike Slovenije in Vlado Republike Kosovo o sprejemu oseb, katerih prebivanje je nezakonito, in Protokola med Vlado Republike Slovenije in Vlado Republike Kosovo o izvajanju Sporazuma med Vlado Republike Slovenije in Vlado Republike Kosovo o sprejemu oseb, katerih prebivanje je nezakonito (BXKSOPN), ki ga je sprejel Državni zbor Republike Slovenije na seji 19. oktobra 2011.

Št. 003-02-9/2011-27
Ljubljana, dne 27. oktobra 2011

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

Z A K O N

O RATIFIKACIJI SPORAZUMA MED VLADO REPUBLIKE SLOVENIJE IN VLADO REPUBLIKE KOSOVO O SPREJEMU OSEB, KATERIH PREBIVANJE JE NEZAKONITO, IN PROTOKOLA MED VLADO REPUBLIKE SLOVENIJE IN VLADO REPUBLIKE KOSOVO O IZVAJANJU SPORAZUMA MED VLADO REPUBLIKE SLOVENIJE IN VLADO REPUBLIKE KOSOVO O SPREJEMU OSEB, KATERIH PREBIVANJE JE NEZAKONITO (BXKSOPN)

1. člen

Ratificirata se Sporazum med Vlado Republike Slovenije in Vlado Republike Kosovo o sprejemu oseb, katerih prebivanje je nezakonito, in Protokol med Vlado Republike Slovenije in Vlado Republike Kosovo o izvajanju Sporazuma med Vlado Republike Slovenije in Vlado Republike Kosovo o sprejemu oseb, katerih prebivanje je nezakonito, podpisana v Prištini 10. maja 2011.

2. člen

Sporazum in protokol se v slovenskem in angleškem jeziku glasita:¹

S P O R A Z U M
MED VLADO REPUBLIKE SLOVENIJE
IN VLADO REPUBLIKE KOSOVO
O SPREJEMU OSEB,
KATERIH PREBIVANJE
JE NEZAKONITO

Vlada Republike Slovenije in Vlada Republike Kosovo (v nadalnjem besedilu: pogodbenci) sta se

v želji po okrepitevi sodelovanja,
prepričani, da je ta sporazum ustrezna podlaga za sprejem oseb, katerih prebivanje je nezakonito,

v skladu z njunima veljavnima zakonodajama in mednarodnimi pogodbami, katerih pogodbenci sta,
v želji po preprečevanju nezakonitih migracij
dogovorili:

A G R E E M E N T
BETWEEN THE GOVERNMENT OF THE
REPUBLIC OF SLOVENIA AND THE
GOVERNMENT OF THE REPUBLIC OF KOSOVO
ON THE ADMISSION OF PERSONS RESIDING
WITHOUT AUTHORISATION

The Government of the Republic of Slovenia and the Government of the Republic of Kosovo (hereinafter referred to as the Contracting Parties) –

desiring to strengthen their cooperation,

convinced that this Agreement constitutes an adequate basis for the admission of persons residing without authorisation,

in accordance with applicable laws of both Contracting Parties and international treaties to which they are Parties,

desiring to prevent illegal migration –

have agreed as follows:

¹ Besedilo sporazuma in protokola v albanskem in srbskem jeziku je na vpogled v Sektorju za mednarodno pravo Ministrstva za zunanje zadeve.

I. SPREJEM DRŽAVLJANOV POGOBNIC**1. člen****(postopek za sprejem brez formalnosti)**

(1) Pogodbenica na zahtevo druge pogodbenice sprejme na svoje ozemlje vsako osebo, ki ne izpolnjuje ali ne izpolnjuje več pogojev za vstop ali prebivanje, ki veljajo na ozemlju pogodbenice prosilke, če se dokaže, da ima ta oseba državljanstvo zaprošene pogodbenice.

(2) Državljanstvo se lahko dokazuje na podlagi dokumentov iz Protokola med Vlado Republike Slovenije in Vlado Republike Kosovo o izvajaju Sporazuma med Vlado Republike Slovenije in Vlado Republike Kosovo o sprejemu oseb, katerih prebivanje je nezakonito (v nadaljevanju protokol).

(3) Če je državljanstvo dokazano na podlagi dokumentov iz protokola, pogodbenica prosilka pošlje zaprošeni pogodbenici najavo za sprejem, ta pa mora takoj, vendar najpozneje v petih delovnih dneh, pisno potrditi sprejem.

(4) Pogodbenici soglašata, da pod istimi pogoji ponovno sprejmeta osebo, za katero se pozneje ugotovi, da ob sprejemu ni imela državljanstva zaprošene pogodbenice.

2. člen**(postopek za sprejem na podlagi zahteve)**

(1) Vsaka pogodbenica sprejme na svoje ozemlje vsako osebo, ki je na ozemlju druge pogodbenice in ne izpolnjuje ali ne izpolnjuje več pogojev za vstop ali prebivanje na ozemlju te druge pogodbenice, za katero se domneva in med postopkom za sprejem na podlagi zahteve ugotovi, da je državljan zaprošene pogodbenice.

(2) Če se državljanstvo domneva na podlagi dokumentov iz protokola, pogodbenica prosilka pošlje zaprošeni pogodbenici skupaj z zahtevo kopije vseh osebnih in drugih dokumentov, ki so na voljo, ter vse druge podatke, koristne za ugotavljanje državljanstva.

(3) Zaprošena pogodbenica v skladu s svojo zakonodajo ugotovi državljanstvo osebe, ki naj se sprejme.

(4) Zaprošena pogodbenica odgovori drugi pogodbenici na zahtevo za sprejem v najkrajšem mogočem času, vendar najpozneje v tridesetih dneh od dneva prejema zahteve.

(5) Po prejemu pozitivnega odgovora na zahtevo za sprejem pogodbenica prosilka pošlje odgovor diplomatskemu predstavništvu ali konzulatu zaprošene pogodbenice, ki izda potni list za vrnitev te osebe.

(6) Potni list za vrnitev se izda takoj, vendar najpozneje v petih delovnih dneh.

(7) Pogodbenici soglašata, da pod istimi pogoji ponovno sprejmeta osebo, za katero se pozneje ugotovi, da ob sprejemu ni imela državljanstva zaprošene pogodbenice.

**I. ADMISSION OF NATIONALS
OF CONTRACTING PARTIES****Article 1****(Admission Procedure without Formalities)**

(1) Each Contracting Party shall, upon request by the other Contracting Party, admit to its territory any person who does not, or who no longer, fulfils the conditions in force for entry to, or residence on, the territory of the requesting Contracting Party, provided that it is proved that such a person is a national of the requested Contracting Party.

(2) Nationality shall be proved on the basis of documents laid down in the Protocol between the Government of the Republic of Slovenia and the Government of the Republic of Kosovo on the implementation of the Agreement between the Government of the Republic of Slovenia and the Government of the Republic of Kosovo on the admission of persons residing without authorisation (hereinafter referred to as the Protocol).

(3) Provided that nationality is proved on the basis of the documents laid down in the Protocol, the requesting Contracting Party shall communicate to the requested Contracting Party an admission notice, and the requested Contracting Party shall immediately, but not later than within 5 working days, confirm admission in writing.

(4) The Contracting Parties shall agree to apply the same conditions for the re-admission of a person if it is subsequently determined that the person was not a national of the requested Contracting Party at admission.

Article 2**(Admission Procedure upon Application)**

(1) Each Contracting Party shall admit to its territory any person from the territory of the other Contracting Party who does not, or who no longer, fulfils the conditions in force for entry to, or residence on, the territory of that Contracting Party, and who is assumed and, during the admission procedure upon application, proved to be a national of the requested Contracting Party.

(2) If the assumption of nationality is based on documents laid down in the Protocol, the requesting Contracting Party shall, together with the application, present copies of personal identity documents and other supporting documents available, in addition to all other information relevant to the process for establishing nationality.

(3) The requested Contracting Party shall establish the nationality of the person to be admitted in accordance with its national laws.

(4) The requested Contracting Party shall reply to the other Contracting Party's admission application forthwith, but not later than thirty days following receipt of the application.

(5) Upon receipt of a positive reply to the admission application, the requesting Contracting Party shall communicate the reply to the Diplomatic Mission or Consulate of the requested Contracting Party, which shall issue the travel document required for the return of the person.

(6) The travel document required for the return shall be issued immediately, but not later than within five working days.

(7) The Contracting Parties shall agree to apply the same conditions for the re-admission of a person if it is subsequently determined that the person was not a national of the requested Contracting Party at admission.

II. SPREJEM DRŽAVLJANOV TRETJIH DRŽAV IN OSEB BREZ DRŽAVLJANSTVA

3. člen (splošne zahteve)

(1) Pogodbenica na zahtevo druge pogodbenice sprejme na svoje ozemlje državljanata tretje države ali osebo brez državljanstva, ki ne izpolnjuje ali ne izpolnjuje več pogojev za vstop na ozemlje pogodbenice prosilke in prebivanje na njem, če se dokaže ali utemeljeno domneva, da je vstopil na ozemlje države pogodbenice prosilke po prebivanju na ozemlju zaprošene pogodbenice, zadrževanju na njem ali tranzitu po zračni poti.

(2) Zahtevo za sprejem državljanata tretje države ali osebe brez državljanstva po tem členu je treba poslati najpozneje v treh mesecih po tem, ko je pogodbenica prosilka ugotovila nezakonito prisotnost državljanata tretje države ali osebe brez državljanstva na svojem ozemlju.

(3) Pogodbenica prosilka brez formalnosti ponovno sprejme osebe, za katere je druga pogodbenica po opravljenem sprejemu s poznejšim poizvedovanjem ugotovila, da niso izpolnjevale pogojev iz tega člena, in osebe, ki jih po 4. členu tega sporazuma ni bila dolžna sprejeti.

4. člen (izjeme)

Obveznost sprejema po 3. členu se ne nanaša na:

- a) državljanate tretjih držav, ki imajo skupno mejo s pogodbenico prosilko;
- b) državljanate tretjih držav ali osebe brez državljanstva, ki jim je po zapustitvi ozemlja zaprošene pogodbenice ali po vstopu na ozemlje pogodbenice prosilke ta pogodbenica izdala vizum ali dovoljenje za prebivanje;
- c) državljanate tretjih držav ali osebe brez državljanstva, ki na dan vložitve zahteve za sprejem več kot dvanaest mesecev prebivajo na ozemlju pogodbenice prosilke;

d) državljanate tretjih držav ali osebe brez državljanstva, ki jim pogodbenica prosilka priznava status beguncov v skladu s Konvencijo o statusu beguncov, sestavljeno v Ženevi 28. julija 1951, in Protokolom o statusu beguncov, sestavljenem v New Yorku 31. januarja 1967, ali na osebe, ki jim pogodbenica prosilka priznava status osebe brez državljanstva v skladu s Konvencijo o statusu oseb brez državljanstva, sestavljeno v New Yorku 28. septembra 1954;

e) državljanate tretjih držav ali osebe brez državljanstva, ki so pri pogodbenici prosilki začeli postopek za priznanje statusa begunka na podlagi Konvencije o statusu beguncov, sestavljene v Ženevi 28. julija 1951, in Protokola o statusu beguncov, sestavljenega v New Yorku 31. januarja 1967, do sprejetja pravnomočne odločbe.

III. TRANZIT DRŽAVLJANOV TRETJIH DRŽAV IN OSEB BREZ DRŽAVLJANSTVA

5. člen (splošne določbe)

(1) Pogodbenica na zahtevo druge pogodbenice dovoli tranzit državljanov tretjih držav ali oseb brez državljanstva, če pogodbenica prosilka lahko dokaže, da bo njihov sprejem v namembni državi oziroma v naslednji državi, čez katero bodo potovale, zagotovljen. Tuji državljan, ki mu je bil dovoljen tranzit, ne potrebuje tranzitnega vizuma.

II. ADMISSION OF THIRD-COUNTRY NATIONALS AND STATELESS PERSONS

Article 3 (General Requirements)

(1) Each Contracting Party shall, upon request by the other Contracting Party, admit to its territory any third-country national or stateless person who does not, or who no longer, fulfills the conditions in force for entry to, or residence on, the territory of the requesting Contracting Party, provided that it is proved, or may be validly assumed that the person entered the territory of the requesting Contracting Party after having resided, stayed on or transited by air through the territory of the requested Contracting Party.

(2) The application for admission of a third-country national or stateless person pursuant to this Article shall be issued no later than three months after the requesting Contracting Party has established unlawful presence of the third-country national or stateless person on its territory.

(3) The requesting Contracting Party shall re-admit without formalities any person, for whom the other Contracting Party has established in investigation following admission that he or she did not fulfil the conditions laid down in this Article, and any person that the other Contracting Party was not obliged to admit pursuant to Article 4 of this Agreement.

Article 4 (Exemptions)

The admission obligation pursuant to Article 3 shall not apply to:

- a) nationals of third countries with a common border with the requesting Contracting Party;
- b) a third-country national or stateless person in possession of a visa or residence permit, issued to that person by the requesting Contracting Party upon leaving the territory of the requested Contracting Party or upon entering the territory of the requesting Contracting Party;
- c) third-country nationals or stateless persons having resided on the territory of the requesting Contracting Party for more than twelve months prior to submitting the admission application;
- d) a third-country national or stateless person to whom the requesting Contracting Party has granted the status of a refugee pursuant to the Convention on the Status of Refugees as adopted in Geneva on 28 July 1951, and the Protocol on the Status of Refugees as adopted in New York on 31 January 1967, or the status of a stateless person by the requesting Contracting Party, pursuant to the Convention relating to the status of stateless persons as adopted in New York on 28 September 1954;
- e) a third-country national or stateless person having initiated a procedure in the requesting Contracting Party for formal recognition of their status as a refugee pursuant to the Convention on the Status of Refugees as adopted in Geneva on 28 July 1951, and the Protocol on the Status of Refugees as adopted in New York on 31 January 1967, until the adoption of a final decision in that regard.

III. TRANSIT OF THIRD-COUNTRY NATIONALS AND STATELESS PERSONS

Article 5 (General Provisions)

(1) Each Contracting Party shall allow the transit of a third-country national or stateless person upon request of the other Contracting Party, if the requesting Contracting Party can prove that admission will be guaranteed in the State of final destination or in the next transit State. The foreign national whose transit has been authorised shall be exempted from having to obtain a transit visa.

(2) Pogodbenica prosilka pisni zahtevi za tranzit priloži dokaze iz prejšnjega odstavka.

(3) Prevoz oseb z uradnim spremstvom čez ozemlje zaščene pogodbenice poteka v skladu z veljavnimi predpisi te pogodbenice.

(4) Pogodbenica prosilka je med tranzitom odgovorna za državljane tretjih držav ali osebe brez državljanstva in jih mora ponovno sprejeti, če ni bil zagotovljen sprejem v namembno državo.

6. člen

(vložitev zahteve za tranzit)

Pogodbenica prosilka vloži zahtevo za tranzit čez ozemlje druge pogodbenice pri pristojnem organu druge pogodbenice. Vsebina zahteve in podatki o tranzitu so določeni v protokolu. Pogodbenica prosilka obvesti drugo pogodbenico o tem, ali oseba potrebuje spremstvo. Za namen tranzita se lahko zaprošena pogodbenica odloči, da:

- a) sama opravi tranzit čez svoje ozemlje;
- b) opravi tranzit v sodelovanju s pogodbenico prosilko;
- c) pooblasti pogodbenico prosilko, da opravi tranzit na njenem ozemlju.

7. člen

(tranzit s spremstvom)

(1) Če se tranzit opravi v spremstvu policije, policijski uslužbenci pogodbenice prosilke svojo dolžnost opravljajo v civilnih oblačilih, brez orožja in z dovoljenjem za tranzit.

(2) Pri tranzitu po zračni poti lahko zaprošena pogodbenica po potrebi zagotovi nadzor in vkrcanje osebe v dogovoru z osebjem v spremstvu.

8. člen

(tranzit brez spremstva)

(1) Nadzor in vkrcanje osebe v tranzitu brez spremstva po zračni poti zagotovijo policijski uslužbenci zaprošene pogodbenice, če to predhodno pisno potrdi zaprošena pogodbenica.

(2) Če tranzita iz prejšnjega odstavka ni mogoče opraviti v predvidenem času, zaprošena pogodbenica o tem takoj pisno obvesti pogodbenico prosilko, ki mora v štiriindvajsetih urah pisno odgovoriti in predlagati nadaljnji postopek.

9. člen

(obveznosti države tranzita)

(1) Pristojni organ zaprošene pogodbenice seznaní pristojni organ pogodbenice prosilke z vsemi dejstvi o kakršnem koli dogodku med tranzitom.

(2) Zaprošena pogodbenica zagotovi policijskim uslužbencem pogodbenice prosilke pri opravljanju njihovih nalog po tem sporazumu enako zaščito in pomoč, kot jo imajo njeni policijski uslužbenci, ki opravljajo podobne naloge.

(3) Kadar so policijski uslužbenci pogodbenice prosilke pri opravljanju svojih nalog udeleženi pri nezakonitih dejanjih kot storilci ali žrtve, imajo enake pravice in obveznosti kot policijski uslužbenci zaprošene pogodbenice.

(2) The requesting Contracting party shall provide evidence from the previous paragraph together with the written transit application.

(3) Escorted transit of a person through the territory of the requested Contracting Party shall be subject to the rules in force in that requested Contracting Party.

(4) During transit, the requesting Contracting Party shall remain responsible for third-country nationals or stateless persons and shall be obliged to readmit them again if admission by the destination country has not been guaranteed.

Article 6

(Submission of the Transit Application)

The requesting Contracting Party shall lodge an application for transit through the territory of the other Contracting Party with the competent authority of that other Contracting Party. The content of the application and the information regarding transit to be included are laid down in the Protocol. The requesting Contracting Party shall inform the other Contracting Party if the person in transit is to be escorted. For the purpose of transit, the requested Contracting Party may decide to:

- a) carry out the transit operations on its territory by itself;
- b) carry out the transit operations in cooperation with the requesting Contracting Party;
- c) authorise the requesting Contracting Party to carry out the transit operations through its territory.

Article 7

(Escorted Transit)

(1) If transit is conducted under police escort, the escorting police officers of the requesting Contracting Party shall carry out their mission in civilian clothing, unarmed and provided with a transit authorisation.

(2) In air transit, the requested Contracting Party may, if necessary, take over responsibility for the supervision and boarding of the plane, in agreement with the escorting personnel.

Article 8

(Unescorted Transit)

(1) Supervision and boarding of unescorted persons in air transit shall be provided by police officers of the requested Contracting Party, subject to prior written confirmation by the requested Contracting Party.

(2) If transit referred to in the preceding paragraph cannot be conducted within the envisaged time frame, the requested Contracting Party shall inform the requesting Contracting Party in writing without delay while the latter must respond in writing within 24 hours and propose further procedure.

Article 9

(Obligations of the Transit State)

(1) The competent authority of the requested Contracting Party shall inform the competent authority of the requesting Contracting Party of all facts regarding any incident occurring during transit.

(2) The requested Contracting Party shall provide the same protection and assistance to police officers of the requesting Contracting Party in the performance of their tasks under this Agreement as are enjoyed by its police officers performing similar tasks.

(3) When in performing their tasks they are involved in illegal acts either as perpetrators or victims, police officers of the requesting Contracting Party shall enjoy the same rights and obligations as police officers of the requested Contracting Party.

10. člen**(policijski uslužbenci)**

Poličijski uslužbenci pogodbenice prosilke, ki po tem sporazumu opravljajo svoje naloge na ozemlju države tranzita, morajo na zahtevo pooblaščene uradne osebe dokazati svojo identiteto in uradni položaj ter pokazati dovoljenje za tranzit, ki ga je izdala zaprošena pogodbenica.

11. člen**(povračilo škode, nastale med tranzitom)**

Če policijski uslužbenec pogodbenice prosilke pri opravljanju nalog po tem sporazumu utripi škodo, pogodbenica prosilka plača odškodnino, pri čemer od zaprošene pogodbenice ne zahteva nikakršnega nadomestila.

12. člen**(zavrnitev tranzita)**

Tranzit se lahko zavrne:

- a) če osebi v namembni državi ali drugi državi tranzita grozi dejanska nevarnost, da bo izpostavljena mučenju, nečloveškemu ali ponižajočemu ravnanju ali kaznovanju, smrtni kazni ali preganjanju zaradi svoje rasne, verske, narodne pripadnosti, pripadnosti določeni družbeni skupini ali zaradi političnega prepričanja;
- b) če osebi v namembni državi ali drugi državi tranzita grozi uvedba kazenskih sankcij, razen zaradi nezakonitega prestopa državne meje;
- c) zaradi javnega zdravja, notranje varnosti ali javnega reda zaprošene pogodbenice.

IV. VARSTVO OSEBNIH PODATKOV**13. člen****(varstvo osebnih podatkov)**

Osebne podatke, ki so potrebni za izvajanje tega sporazuma in si jih sporočata pogodbenici, je treba obravnavati in varovati v skladu s predpisi o varovanju podatkov, veljavnimi v obeh pogodbenicah, Konvencijo Sveta Evrope o varstvu posameznikov glede na avtomatsko obdelavo podatkov, ki je bila sestavljena 28. januarja 1981 v Strasbourg, in ob upoštevanju teh pogojev:

- a) pogodbenici lahko uporabita osebne podatke izključno za namen, ki ga določa ta sporazum;
- b) pogodbenica drugo pogodbenico na njeno zahtevo obvešča o uporabi poslanih osebnih podatkov;
- c) poslane osebne podatke lahko obravnavajo le organi, ki so pristojni za izvajanje tega sporazuma. Za nadaljnje pošiljanje drugim organom je potrebno predhodno pisno soglasje pogodbenice pošiljaljice;
- d) pogodbenica pošiljaljica je odgovorna za pravilnost poslanih osebnih podatkov. Če se ugotovi, da so bili poslani nepravilni podatki ali podatki, ki se ne bi smeli pošiljati, je treba o tem nemudoma uradno obvestiti pogodbenico prejemnico, da jih takoj popravi ali uniči;
- e) pogodbenici morata voditi evidenco o poslanih in prejetih osebnih podatkih.

Article 10**(Police Officers)**

Police officers of the requesting Contracting Party who perform their tasks under this Agreement on the territory of the country of transit must be able to prove, if requested by an authorised official, their identity and that they are acting in an official capacity, as well as carry a transit authorisation that has been issued by the requested Contracting Party.

Article 11**(Compensation of Damage Incurred during Transit)**

If a police officer of the requesting Contracting Party suffers damage during the performance of his/her tasks under this Agreement, the requesting Contracting Party is responsible for paying the compensation due, without seeking redress from the requested Contracting Party.

Article 12**(Refusal of Transit)**

Transit may be refused:

- a) if the person runs the real risk of being subjected to torture or to inhuman or degrading treatment or punishment or the death penalty or of persecution because of his race, religion, ethnicity, membership of a particular social group or political conviction in the State of destination or another State of transit;
- b) if the person shall be subject to criminal sanctions in the State of destination or in another State of transit, excluding sanctions for illegal crossing of the state border;
- c) for reasons of public health, domestic security or public order of the Requested Contracting Party.

IV. PERSONAL DATA PROTECTION**Article 13****(Personal Data Protection)**

The processing and protection of personal data communicated between the Contracting Parties in order to implement this agreement shall be subject to rules regarding data protection in force in both Contracting Parties, to the Convention for the Protection of Individuals with regard to the Automatic Processing of Personal Data as adopted in Strasbourg on 28 January 1981, and to the following conditions:

- a) the Contracting Parties may only use personal data for the purpose provided in this Agreement;
- b) a Contracting Party must, upon request by the other Contracting Party, inform the latter of the use of communicated personal data;
- c) communicated personal data may only be handled by competent authorities responsible for the implementation of this Agreement. Further communication to other bodies requires the prior written consent of the communicating Contracting Party;
- d) the accuracy of communicated personal data shall be guaranteed by the communicating Contracting Party. In the event that personal data is communicated that is inaccurate or should not have been communicated, the receiving Contracting Party shall be notified forthwith and called upon to correct or destroy the data;
- e) The Contracting Parties are under obligation to keep a written record of the communication and receipt of personal data.

V. PREHODNE IN KONČNE DOLOČBE**14. člen****(stroški)**

(1) Stroške prevoza in druge morebitne stroške, nastale v zvezi s sprejemom, krije pogodbenica prosilka, in sicer do državne meje z drugo pogodbenico.

(2) V primerih iz četrtega odstavka 1. člena, sedmega odstavka 2. člena in tretjega odstavka 3. člena sporazuma vse nastale stroške krije pogodbenica ponovnega sprejema.

(3) Pogodbenica prosilka krije vse stroške tranzita državljanov tretjih držav in oseb brez državljanstva iz III. poglavja tega sporazuma.

15. člen**(reševanje sporov)**

(1) Morebitni spori o razlagi ali uporabi tega sporazuma se rešujejo z medsebojnimi posvetovanji pristojnih organov pogodbenic ali po potrebi na sestankih strokovnjakov, za katere se dogovorita pogodbenici.

(2) Če se spor ne reši v skladu s prejšnjim odstavkom, se rešuje po diplomatski poti.

16. člen**(protokol)**

Za izvajanje tega sporazuma se sklene protokol.

17. člen**(vpliv sporazuma na druge mednarodne sporazume in obveznosti)**

(1) Ta sporazum ne vpliva na obveznosti pogodbenic, ki izhajajo iz drugih mednarodnih sporazumov.

(2) Ta sporazum ne vpliva na uporabo Konvencije o statusu beguncov, sestavljene v Ženevi 28. julija 1951, Protokola o statusu beguncov, sestavljenega v New Yorku 31. januarja 1967, in Konvencije o varstvu človekovih pravic in temeljnih svoboščin, sestavljene v Rimu 4. novembra 1950.

(3) Ta sporazum se ne uporablja za pravno pomoč pri izročitvi oseb v kazenskih zadevah.

18. člen**(začasna prekinitev izvajanja sporazuma)**

(1) Vsaka pogodbenica lahko začasno v celoti ali delno prekine izvajanje tega sporazuma zaradi varovanja državne varnosti, javnega reda ali javnega zdravja.

(2) Začasna prekinitev začne veljati, ko druga pogodbenica prejme uradno obvestilo.

19. člen**(začetek in prenehanje veljavnosti sporazuma)**

(1) Ta sporazum začne veljati prvi dan drugega meseca po prejemu zadnjega uradnega obvestila, s katerim se pogodbenici obvestita, da so končani notranjepravni postopki, potrebni za začetek njegove veljavnosti.

(2) Ta sporazum je sklenjen za nedoločen čas. Vsaka pogodbenica ga lahko odpove z uradnim obvestilom drugi pogodbenici. Odpoved začne veljati prvi dan tretjega meseca po prejemu uradnega obvestila.

V. TRANSITIONAL AND FINAL PROVISIONS**Article 14****(Costs)**

(1) Transport costs and any other costs incurred in connection with the admission as far as the state border of the other Contracting Party shall be borne by the requesting Contracting Party.

(2) In cases referred to in Article 1 paragraph 4, in Article 2 paragraph 7, and in Article 3 paragraph 3, all costs shall be borne by the Contracting Party of re-admission.

(3) All costs incurred in connection with the transit of third-country nationals and stateless persons referred to in Chapter III of this Agreement shall be borne by the requesting Contracting Party.

Article 15**(Settlement of Disputes)**

(1) Any disputes concerning the interpretation or application of this Agreement shall be settled by consultation between competent authorities of both Contracting Parties or, if necessary, in expert meetings as agreed by both Contracting Parties.

(2) In the event that the dispute cannot be settled pursuant to the previous paragraph, it shall be settled through diplomatic channels.

Article 16**(Protocol)**

A protocol shall be concluded for the purpose of the implementation of this Agreement.

Article 17**(Effect of the Agreement on Other International Agreements and Obligations)**

(1) This agreement shall be without prejudice to the obligations and responsibilities of the Contracting Parties arising from other international agreements.

(2) This Agreement shall be without prejudice to the application of the Convention on the Status of Refugees as adopted in Geneva on 28 July 1951, the Protocol on the Status of Refugees as adopted in New York on 31 January 1967, and the European Convention for the Protection of Human Rights and Fundamental Freedoms as adopted in Rome on 4 November 1950.

(3) This Agreement is not applicable with regard to judicial assistance in extradition procedures in criminal matters.

Article 18**(Temporary Suspension of Implementation of the Agreement)**

(1) Each Contracting Party may completely or partly, temporarily suspend the implementation of this Agreement for reasons of domestic security, protection of public order or public health.

(2) Temporary suspension shall enter into force upon receipt of an official notification by the other Contracting Party.

Article 19**(Entry into force and Termination of the Agreement)**

(1) This Agreement shall enter into force on the first day of the second month following the date on which the Contracting Parties notify each other that internal legal procedures necessary for the entry into force of this Agreement have been completed.

(2) This Agreement is concluded for an unlimited period. Each Contracting Party may denounce this Agreement by officially notifying the other Contracting Party. This Agreement shall cease to apply on the first day of the third month following the date of such notification.

**20. člen
(registracija)**

Vlada Republike Slovenije takoj po začetku veljavnosti sporazuma, sporazum registrira pri Sekretariatu Združenih narodov v skladu s 102. členom Ustanovne listine Združenih narodov in uradno obvesti Vlado Republike Kosovo o njegovi registraciji in registracijski številki takoj po prejemu potrdila o registraciji.

Sestavljenlo v Prištini 10. maja 2011 v dveh izvornikih v slovenskem, albanskem, srbskem in angleškem jeziku, pri čemer so vsa besedila enakovredna. Pri razlikah v razlagi prevlada angleško besedilo.

ZA VLADO
REPUBLIKE SLOVENIJE
Katarina Kresal l.r.

ZA VLADO
REPUBLIKE KOSOVO
Bajram Rexhepi l.r.

**Article 20
(Registration)**

Upon the entry into force of the Agreement, the Government of the Republic of Slovenia shall register the Agreement with the Secretariat of the United Nations under Article 102 of the Charter of the United Nations and shall notify the Government of the Republic of Kosovo of its registration and registration number immediately after receiving the certificate of registration.

Done at Pristina on 10 May 2011 in two original copies in the Slovenian, Albanian, Serbian and English languages, all texts being equally authentic. In the case of divergence in the interpretation, the English text shall prevail.

FOR THE GOVERNMENT
OF THE REPUBLIC
OF SLOVENIA
Katarina Kresal (s)

FOR THE GOVERNMENT
OF THE REPUBLIC
OF KOSOVO
Bajram Rexhepi (s)

PROTOKOL

MED VLADO REPUBLIKE SLOVENIJE IN VLADO REPUBLIKE KOSOVO O IZVAJANJU SPORAZUMA MED VLADO REPUBLIKE SLOVENIJE IN VLADO REPUBLIKE KOSOVO O SPREJEMU OSEB, KATERIH PREBIVANJE JE NEZAKONITO

Na podlagi 16. člena Sporazuma med Vlado Republike Slovenije in Vlado Republike Kosovo o sprejemu oseb, katerih prebivanje je nezakonito, podpisanega v Prištinu 10. maja 2011 (v nadaljnjem besedilu: sporazum), sta se Vlada Republike Slovenije in Vlada Republike Kosovo (v nadaljnjem besedilu: pogodbenici) zaradi njegovega izvajanja dogovorili:

PROTOCOL

BETWEEN THE GOVERNMENT OF THE REPUBLIC OF SLOVENIA AND THE GOVERNMENT OF THE REPUBLIC OF KOSOVO ON THE IMPLEMENTATION OF THE AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF SLOVENIA AND THE GOVERNMENT OF THE REPUBLIC OF KOSOVO ON THE ADMISSION OF PERSONS RESIDING WITHOUT AUTHORISATION

Pursuant to Article 16 of the Agreement between the Government of the Republic of Slovenia and the Government of the Republic of Kosovo on the admission of persons residing without authorisation, done at Pristina on 10 may 2011 (hereinafter referred to as the Agreement), the Government of the Republic of Slovenia and the Government of the Republic of Kosovo (hereinafter referred to as the Contracting Parties) have agreed the following, for the purpose of its implementation:

I. SPREJEM DRŽAVLJANOV POGODBENIC

1. člen

(dokazovanje državljanstva)

(1) Za izvajanje sporazuma se državljanstvo osebe dokazuje z enim od teh veljavnih javnih dokumentov:

a) za Republiko Slovenijo:

- potni list,
- potni list za vrnitev,
- osebna izkaznica,
- pomorska knjižica,
- potrdilo o državljanstvu skupaj z drugim veljavnim uradnim dokumentom s fotografijo;

b) za Republiko Kosovo:

- rojstni list,
- potrdilo o državljanstvu,
- osebna izkaznica,
- kakršen koli potni list.

(2) Na podlagi predloženih omenjenih javnih dokumentov pristojni organ zaprošene pogodbenice prizna državljanstvo osebe in nadaljnje ugotavljanje ni potrebno.

2. člen

(domneva državljanstva)

(1) Državljanstvo se lahko domneva na podlagi:

a) za Republiko Slovenijo:

- fotokopij dokumentov iz točke a 1. člena protokola,
- dokumentov in fotokopij dokumentov iz 1. člena protokola, ki jim je potekla veljavnost,
- rojstnega lista ali njegove fotokopije,
- vozniškega dovoljenja ali njegove fotokopije,
- katerih koli dokumentov, ki jih izdajo državni organi,
- katerih koli dokumentov, ki dokazujejo pripadnost oboženim silam ali policijskim organom pogodbenic,
- izjave osebe ali verodostojne priče, zapisane v uradnem zapisniku,
- primerjave prstnih odtisov, ki so shranjeni v evidencah druge pogodbenice,

b) za Republiko Kosovo:

- dokumentov ali fotokopij dokumentov iz točke b 1. člena, ki jim je potekla veljavnost,

I. ADMISSION OF NATIONALS OF THE CONTRACTING PARTIES

Article 1

(Proving Nationality)

(1) For the purposes of the implementation of the Agreement, the nationality of a person shall be proved by means of one of the following valid public documents:

a) for the Republic of Slovenia:

- passport,
- travel document for return,
- identity card,
- seaman's registration book,
- citizenship certificate with another valid official document with a photograph;

b) for the Republic of Kosovo:

- birth certificate,
- citizenship certificate,
- identity card,
- passport of any type.

(2) Based on the submission of the aforementioned public documents, the competent authority of the requested Contracting Party shall acknowledge the nationality of a person and no future establishment of nationality shall be required.

Article 2

(Presumption of Nationality)

(1) Nationality may be presumed on the basis of the following:

a) for the Republic of Slovenia:

- photocopies of the documents listed in Article 1 point a) of the Protocol;

– documents listed in Article 1 of the Protocol the period of validity of which has expired and photocopies thereof;

– a birth certificate or a photocopy thereof;

– a driving licence or a photocopy thereof;

– any document issued by state authorities;

– any valid document that proves membership of the armed forces or the police force of a Contracting Party;

– a statement from the person in question or from a trustworthy witness entered in the official records;

– comparison of fingerprints entered in the records of the other Contracting Party;

b) for the Republic of Kosovo:

- Expired documents listed in Article 1 point b) or photocopies thereof;

– vozniškega dovoljenja ali njegove fotokopije,
 – rojstnega lista, ki ga je izdal UNMIK, ali njegove fotokopije,
 – potne listine in osebne izkaznice, ki ju je izdal UNMIK, ali njune fotokopije,
 – knjižice Varnostnih sil Kosova,
 – izjave priče,
 – pisne izjave obravnavane osebe,
 – jezika, ki ga oseba govoriti, tudi s pomočjo rezultata uradnega preizkusa znanja jezika,
 – biometričnih podatkov osebe, kot so prstni odtisi, očesna mrežnica in šarenica, vzorci glasu, poteze obraza in podatki meritve rok,
 – rezultata testa DNK,
 – katerega koli drugega dokumenta, ki bi lahko pomagal pri ugotavljanju državljanstva osebe.
 (2) Šteje se, da je državljanstvo ugotovljeno, če ga v teh primerih potrdi zaprošena pogodbenica.

3. člen

(postopek vračanja in sprejema)

(1) Najava oziroma zahteva za sprejem osebe, za katero se dokaže ali domneva, da je državljan pogodbenice, mora vsebovati:
 a) osebne podatke osebe, ki bo sprejeta (ime, ime očeta (če je znano), priimek, datum in kraj rojstva, naslov zadnjega prebivališča v državi zaprošene pogodbenice);

b) seznam osebnih in drugih dokumentov, ki jih ima oseba pri sebi;
 c) mejni prehod, na katerem bo oseba vrnjena in sprejeta, ter čas vrnitve in sprejema.

(2) Če oseba potrebuje zdravstveno oskrbo, pogodbenica prosilka priloži tudi opis njenega zdravstvenega stanja, vključno s fotokopijami zdravstvenih potrdil in informacijami o potrebnih posebnih obravnavah, kot je na primer zdravstvena ali druga oskrba, nadzor ali prevoz z rešilnim avtomobilom.

(3) Ponoven sprejem osebe, navedene v najavi oziroma zahtevi, se lahko izvede šele po predhodnem soglasju zaprošene pogodbenice.

II. SPREJEM DRŽAVLJANOV TRETIJIH DRŽAV ALI OSEB BREZ DRŽAVLJANSTVA

4. člen

(dokazovanje prebivanja na ozemlju pogodbenice ali potovanja čezenj)

(1) Vstop državljanata tretje države ali osebe brez državljanstva na ozemlje zaprošene pogodbenice, njegovo prebivanje na njem ali potovanje čezenj se lahko dokazuje z:

a) vstopnim ali izstopnim žigom ali drugim zaznamkom organa zaprošene pogodbenice v potni listini ali drugem dokumentu o istovetnosti obravnavane osebe;

b) vstopnim žigom organa zaprošene pogodbenice v ponarejeni potni listini;

c) žigom mejne kontrole na mejnem prehodu med tretjo državo in zaprošeno pogodbenico ob upoštevanju načrta potovanja in datuma, ko je oseba, ki bo ponovno sprejeta, prestopila mejo;

d) veljavnim dovoljenjem za prebivanje;

e) veljavnim vizumom, ki ga je izdal organ zaprošene pogodbenice (razen neizkorističenega tranzitnega vizuma);

f) dokumenti o istovetnosti, ki so jih izdali državni organi zaprošene pogodbenice, ali fotokopijami teh dokumentov;

– Driving licenses or photocopies thereof;
 – Birth certificates issued by UNMIK or photocopies thereof;
 – Travel documents and identity cards issued by UNMIK or photocopies thereof;
 – Kosovo Security Force booklets;
 – Statements by witnesses;
 – Written statements made by the person concerned;
 – Language spoken by him or her, including by means of an official test result (lingua);
 – Person's biometric data such as fingerprints, eye retinas and irises, voice patterns, facial patterns and hand measurements data;
 – Result of a DNA test;
 – Any other document which may help to establish the citizenship of the person concerned.
 (2) Nationality shall be deemed to have been established if in the above cases the requested Contracting Party confirms it.

Article 3

(Return and Admission Procedure)

(1) The notice or application for admission of a person whose nationality of the Contracting Party is established or presumed shall provide the following:

a) the particulars of the person to be admitted (given names, father's name (if known), surnames, date and place of birth, and the last address of residence in the requested Contracting Party);

b) a list of personal identity and other documents in the person's possession;

c) the border crossing point at which the person is to be returned and admitted and the time of return and admission.

(2) If the person requires medical care, the requesting Contracting Party shall also submit a description of the person's state of health, including photocopies of healthcare certificates and information regarding requirements for special treatment, such as health or other care, supervision or ambulance transport.

(3) Re-admission of the person mentioned in the notice or application is subject to the prior consent of the requested Contracting Party.

II. ADMISSION OF THIRD-COUNTRY NATIONALS OR STATELESS PERSONS

Article 4

(Evidence of Residence on, or Transit Through, the Territory of a Contracting Party)

(1) The entry to, residence on, or transit through the territory of the requested Contracting Party by a third-country national or stateless person, may be proved on the basis of one of the following:

a) entry or departure stamps or similar endorsement made by the requested Contracting Party's authorities in the travel document or other personal identity document of the person concerned;

b) entry stamps made by the requested Contracting Party's authorities in forged travel documents;

c) stamp made by the border control at the border crossing between a third country and the requested Contracting Party, taking into account the itinerary and the date when the person to be re-admitted crossed the border;

d) a valid residence permit;

e) a valid visa issued by the authorities of the requested Contracting Party (excluding an unused transit visa);

f) personal identity documents issued by national authorities of the requested Contracting Party, or photocopies thereof;

g) uporabljenimi vozovnicami, izdanimi na ime obravnavane osebe, ki lahko dokazujo njen vstop na ozemlje zaprošene pogodbenice.

(2) Navedeni dokumenti se štejejo kot neposreden dokaz o prebivanju na ozemlju zaprošene pogodbenice ali potovanju čezenj, so pa mogoči nasprotni dokazi.

5. člen

(domneva prebivanja na ozemlju pogodbenice ali potovanja čezenj)

(1) Vstop državljana tretje države ali osebe brez državljanstva na ozemlje zaprošene pogodbenice, njegovo prebivanje na njem ali potovanje čezenj se lahko domneva tudi na podlagi teh posrednih dokazov:

a) dovoljenja za prebivanje, ki ga je izdal organ zaprošene pogodbenice in katerega veljavnost je potekla pred manj kot dvanajstimi meseci;

b) vizuma, ki je potekel pred manj kot dvanajstimi meseci;

c) uradnih spisov organov in ustanov zaprošene pogodbenice, ki so bili osebi izdani med prebivanjem na njenem ozemljiju ali ob prehodu čezenj;

d) fotokopij katerega koli dokumenta iz 4. člena tega protokola;

e) kartic, ki omogočajo dostop do javnih prostorov;

f) vozovnic;

g) hotelskih računov na ime;

h) potrdil iz menjalnic;

i) lastnoročno napisanih izjav ali izjav oseb pri organih pogodbenice prosilke, ki so napisane v obliki uradnih zaznamkov in jih je mogoče preveriti;

j) izjav prič, ki jih zapišejo pristojni organi, s katerimi se potruje vstop osebe na ozemlje zaprošene pogodbenice, in jih je mogoče preveriti;

k) informacij, ki jih je mogoče preveriti in dokazujejo, da je obravnavana oseba uporabila storitve potovalne agencije ali oseb, ki organizirajo nezakonit prehod čez državno mejo.

(2) Posredni dokazi so osnova za domnevo prebivanja na ozemlju zaprošene pogodbenice ali potovanja čezenj. Pristojni organi zaprošene pogodbenice jih lahko izpodbijajo z nasprotnimi dokazi ali dodatnim preverjanjem.

6. člen

(vsebina zahteve za sprejem)

(1) Zahteva za sprejem iz 3. člena sporazuma mora vsebovati te informacije:

a) osebne podatke osebe, ki se sprejema (ime, ime očeta (če je znano), priimek, datum in kraj rojstva, državljanstvo, zadnje prebivališče v njeni državi);

b) dokumente o istovetnosti (številko, organ izdaje in njihovo veljavnost);

c) kraj in čas vstopa na ozemlje pogodbenice prosilke;

d) neposredne ali posredne dokaze o prebivanju na ozemlju zaprošene pogodbenice ali potovanju čezenj;

e) podatke o jezikih, ki jih oseba razume in govor;

f) predlog kraja vstopa in časa sprejema.

(2) Če oseba potrebuje zdravstveno oskrbo, pogodbenica prosilka priloži tudi opis njenega zdravstvenega stanja, vključno s fotokopijami zdravstvenih potrdil in informacijami o potrebnih posebnih obravnavi, kot je na primer zdravstvena ali druga oskrba, nadzor ali prevoz z rešilnim avtomobilom.

g) used tickets issued to the person which show that the person concerned entered the territory of the requested Contracting Party.

(2) The documents listed above are considered as direct evidence of residence on, or transit through, the territory of the requested Contracting Party, but evidence to the contrary may be submitted.

Article 5

(Presumption of Residence on, or Transit Through, the Territory of a Contracting Party)

(1) The entry to, residence on, or transit through the territory of the requested Contracting Party by a third-country national or stateless person, may be presumed on the basis of one of the following indirect means of evidence:

a) a residence permit issued by the authorities of the requested Contracting Party, the validity of which has expired less than twelve months ago;

b) a visa which has expired less than twelve months ago;

c) official files issued by the authorities or institutions of the requested Contracting Party to the person during residence on, or transit through, the territory of the requested Contracting Party;

d) photocopies of any of the documents listed in Article 4 of this Protocol;

e) entry cards for public places;

f) tickets;

g) named hotel bills;

h) receipts from foreign exchange offices;

i) hand-written statements or statements by officials of authorities of the requesting Contracting Party, which have been recorded in the form of official notes and are verifiable;

j) statements by witnesses confirming the entry of the person to the territory of the requested Contracting Party, which have been recorded by competent authorities and are verifiable;

K) ascertainable information proving that the person concerned has used the services of a travel agency or persons organising illegal immigration across the state border.

(2) Indirect evidence provide basis for the assumption of residence on, or transit through, the territory of the requested Contracting Party. The competent authorities of the requested Contracting Party may challenge this evidence with evidence to the contrary or through further investigation.

Article 6

(Content of the Admission Application)

(1) The admission application from Article 3 of the Agreement shall contain the following information:

a) the particulars of the person to be admitted (given names, father's name (if known), surnames, date and place of birth, nationality and the last place of residence in their country);

b) personal identity documents (number, issuing authority and validity);

c) place and date of entry onto the territory of the requesting Contracting Party;

d) existing direct or indirect evidence of residence on, or transit through, the territory of the requested Contracting Party;

e) information regarding the languages the person speaks and understands;

f) proposed point of entry and time of admission.

(2) If the person requires medical care, the requesting Contracting Party shall also submit a description of the person's state of health, including photocopies of healthcare certificates and information regarding requirements for special treatment, such as health or other care, supervision or ambulance transport.

III. TRANZIT DRŽAVLJANOV TRETJIH DRŽAV ALI OSEB BREZ DRŽAVLJANSTVA

7. člen

(vsebina zahteve za tranzit)

(1) Zahtevo za tranzit mora vsebovati te informacije o osebi v tranzitu:

a) osebne podatke osebe, ki bo v tranzitu (ime in priimek, datum in kraj rojstva, državljanstvo, zadnji znani naslov prebivanja v namembni državi);

b) vrsto, serijsko številko, veljavnost potnega lista ali druge potne listine;

c) izjavo o izpolnjenih pogojih iz 5. člena sporazuma in o tem, da niso znani razlogi za zavrnitev tranzita iz 12. člena sporazuma;

d) mejni prehod, predvideni čas in način tranzita ter načrt potovanja;

e) podatke o potrebnosti spremstva ali morebitne druge pomoči.

(2) Če oseba potrebuje zdravstveno oskrbo, pogodbenica prisilko priloži tudi opis njenega zdravstvenega stanja, vključno s fotokopijami vseh zdravstvenih potrdil in informacijami o potrebeni posebni obravnavi, kot je na primer zdravstvena ali druga oskrba, nadzor ali prevoz z rešilnim avtomobilom.

(3) Zahtevo za tranzit je treba pisno predložiti pristojnemu organu zaprošene pogodbenice.

(4) O času in načinu tranzita (npr. številka leta, čas odhoda in prihoda, ime in priimek spremljajočih uradnih oseb, registrska številka vozila idr.) se pristojna organa pogodbenic dogovorita neposredno.

IV. PRISTOJNI ORGANI, MEJNI PREHODI, ROKI ZA IZVAJANJE SPORAZUMA TER NAČIN OBRAČUNA IN PLAČILA STROŠKOV

8. člen

(pristojni organi)

(1) Za izvajanje sporazuma o sprejemu državljanov pogodbenic, državljanov tretjih držav ter za pošiljanje in reševanje zahtev za tranzit so pristojni:

a) za Republiko Slovenijo:

Ministrstvo za notranje zadeve

Policija

Generalna policijska uprava

Uprava uniformirane policije

Sektor mejne policije

naslov: Štefanova ulica 2, SI-1501 Ljubljana

telefon: +386 1 428 4322

telefaks: +386 1 251 7450

e-naslov: smp@policija.si

b) za Republiko Kosovo:

za postopke vračanja:

Ministrstvo za notranje zadeve

Oddelek za državljanstvo, azil in migracije

naslov: Ulica Luana Haradinaja, nova vladna stavba MNZ

10000 Priština, Kosovo

telefon: +381 38 200 19 602

telefaks: +381 38 200 19 590

e-naslov: mpb.riatdhesimi@ks-gov.net

mpb.riatdhesimi1@ks-gov.net

mpb.riatdhesimi2@ks-gov.net

III. TRANSIT OF THIRD-COUNTRY NATIONALS OR STATELESS PERSONS

Article 7

(Content of the Transit Application)

(1) The transit application shall contain the following information on the person in transit:

a) the particulars of the person to be transited (given names, surnames, date and place of birth, nationality and the last known address of residence in the State of final destination);

b) type, serial number, and validity of the passport or other travel document;

c) a declaration that the conditions pursuant to Article 5 of the Agreement are met, and that no reasons for a refusal pursuant to Article 12 of the Agreement are known of;

d) border crossing point, envisaged time and method of transit, as well as the travel plan;

e) whether an escort or any other assistance is required.

(2) If the person requires medical care, the requesting Contracting Party shall also submit a description of the person's state of health, including photocopies of healthcare certificates and information regarding requirements for special treatment, such as health or other care, supervision or ambulance transport.

(3) A transit application must be submitted in writing to the competent authority of the requested Contracting Party.

(4) The competent authorities of the Contracting Parties shall agree directly on the time and method of transit (e.g. flight number, departure and arrival times, name and surname of officials providing escort, vehicle registration numbers, etc.).

IV. COMPETENT AUTHORITIES, BORDER CROSSINGS, TIME LIMITS FOR IMPLEMENTATION OF THE AGREEMENT, AND THE METHOD OF CALCULATION AND PAYMENT OF COSTS

Article 8

(Competent Authorities)

(1) The implementation of the Agreement on the admission of nationals of the Contracting Parties and of third countries, and the submission and processing of transit applications shall be within the competence of:

a) for the Republic of Slovenia:

The Ministry of the Interior

Police

General Police Directorate

Uniformed Police Directorate

Border Police Division

Address: Štefanova ulica 2, SI-1501 Ljubljana

Phone: +386 1 428 4322

Fax: +386 1 251 7450

e-mail: smp@policija.si

b) for the Republic of Kosovo:

For Readmission Operation

Ministry of Internal Affairs

Department for Citizenship, Asylum and Migration

"Luan Haradinaj" Street

New Government Building of MIA

10000 Prishtinë – Kosovë

Tel. +381 38 200 19 602;

Fax. +381 38 200 19 590

E-mail: mpb.riatdhesimi@ks-gov.net

mpb.riatdhesimi1@ks-gov.net

mpb.riatdhesimi2@ks-gov.net

za postopke tranzita:
 Ministrstvo za notranje zadeve
 Policija Kosova
 Direktorat za migracije in tujce
 naslov: Ulica Luana Haradinaja
 10000 Priština, Kosovo
 telefon: +381 38 50 80 1422
 telefaks: +381 38 50 80 1222
 e-naslov: drejtoriapermigrim@kosovopolice.com

(2) Pristojni organi se obveščajo o vseh podatkih, potrebnih za medsebojno sporazumevanje.

(3) Najave in zahteve za sprejem ali tranzit ter odgovore si pristojni organi pošiljajo pisno po telefaksu, redni ali elektronski pošti.

9. člen (mejni prehodi)

Osebe se vračajo, sprejemajo in so v tranzitu na teh mejnih prehodih:

a) v Republiki Sloveniji: Mednarodni mejni prehod Obrežje, Mednarodni mejni prehod Gruškovje, Mejni prehod za mednarodni zračni promet Ljubljana – Brnik na letališču Jožeta Pučnika Ljubljana in Mednarodni železniški mejni prehod Dobova;

b) v Republiki Kosovo: Mednarodno letališče Priština Adem Jashari in mejni prehodi Hani i Elezit, Vermica, Kulla in Merdare.

10. člen (roki)

(1) Za izvajanje 2. člena sporazuma pogodbenica prosilka po pridobitvi potnega lista za vrnitev zaprošeno pogodbenico obvesti najmanj tri delovne dni pred nameravano vrnitvijo osebe, če potrebuje spremstvo.

(2) Za izvajanje 3. člena sporazuma mora zaprošena pogodbenica o svoji odločitvi pogodbenico prosilko čim prej obvestiti, najpozneje pa v petih delovnih dneh od prejema zahteve. Zavnitev predložene zahteve za sprejem se pisno obrazloži.

(3) Za izvajanje 5. do 12. člena sporazuma se zahteva za tranzit državljanov tretjih držav in oseb brez državljanstva pošlje najmanj pet delovnih dni pred tranzitom po kopnem in najmanj tri delovne dni pred tranzitom po zračni poti. Zaprošena pogodbenica na zahtevo takoj odgovori, vendar najpozneje dva delovna dneva pred tranzitom po kopnem in en delovni dan pred tranzitom po zračni poti.

11. člen (način obračuna in plačila stroškov)

(1) Stroški se obračunajo v skladu z veljavnimi predpisi zaprošene pogodbenice.

(2) Stroški, ki jih ni mogoče poravnati neposredno, se povrnejo v tridesetih dneh po prejemu računa na bančni račun pristojnega organa zaprošene pogodbenice.

For Transit Operation
 Ministry of Internal Affairs
 Kosovo Police
 Directorate of Migration and Foreigners
 »Luan Haradinaj« Street
 10000 Prishtinë – Kosovë
 Tel. +381 38 50 80 1422
 Fax. +381 38 50 80 1222
 Email: drejtoriapermigrim@kosovopolice.com

(2) The Competent Authorities shall communicate to each other all information necessary to enable mutual communication.

(3) Notices and admission or transit applications as well as responses shall be sent by the competent authorities in writing by fax, regular post or e-mail.

Article 9 (Border Crossing Points)

The return, admission and transit of persons shall be conducted at the following border crossing points:

a) in the Republic of Slovenia: International Border Crossing Point Obrežje, International Border Crossing Point Gruškovje, Border Crossing Point for International Air Traffic Ljubljana – Brnik at the Ljubljana Jože Pučnik Airport, and International Railway Border Crossing Point Dobova;

b) in the Republic of Kosovo: Pristina International Airport "Adem Jashari" and border crossing points Hani i Elezit, Vermica, Kulla, Merdare.

Article 10 (Time Limits)

(1) For the purpose of Article 2 of the Agreement, the requesting Contracting Party shall, upon acquisition of the travel document required for the return of the person, inform the requested Contracting Party no later than three working days before the envisaged return of the person, if the person is in need of an escort or escorts.

(2) For the purpose of Article 3 of the Agreement, the requested Contracting Party shall communicate its decision to the requesting Contracting Party without delay, but certainly no later than five working days following the date of receipt of the application. Reasons shall be given in writing for the refusal of an application lodged.

(3) For the purpose of Articles 5 to 12 of the Agreement, the transit application for third-country nationals and stateless persons shall be lodged no later than five working days preceding transit by land, and no later than three working days preceding transit by air. The requested Contracting Party shall reply forthwith, but no later than two working days preceding transit by land, and no later than one working day preceding transit by air.

Article 11 (Method of Calculation and Payment of Costs)

(1) Costs are calculated in conformity with the rules in force in the requested Contracting Party.

(2) Any costs that cannot be paid directly shall be compensated within thirty days following the date of receipt of an invoice to the bank account of the Competent Authority of the requested Contracting Party.

V. KONČNE DOLOČBE**12. člen****(uporaba jezika in spremembe)**

(1) Pri izvajanjtu tega protokola pogodbenici uporabljata uradni jezik svoje države, razen če v posameznem primeru ni drugače dogovorjeno.

(2) Pogodbenici lahko z medsebojnim soglasjem spremenita ta protokol.

13. člen**(začetek in prenehanje veljavnosti)**

Ta protokol začne in preneha veljati isti dan kot sporazum.

Sestavljen v Prištinu 10. maja 2011 v dveh izvirnikih v slovenskem, albanskem, srbskem in angleškem jeziku, pri čemer so vsa besedila enakovredna. Pri razlikah v razlagi prevlada angleško besedilo.

ZA VLADO
REPUBLIKE SLOVENIJE

Katarina Kresal l.r.

ZA VLADO
REPUBLIKE KOSOVO

Bajram Rexhepi l.r.

V. FINAL PROVISIONS**Article 12****(Languages and Amendments)**

(1) In implementing this Protocol, each Contracting Party shall use the official language of its country, unless agreed otherwise on a case-by-case basis.

(2) The Contracting Parties may amend this Protocol by mutual agreement.

Article 13**(Entry into force and Termination)**

The Protocol shall enter into force and cease to have effect on the same day as the Agreement.

Done at Pristina on 10 may 2011 in two original copies in the Slovenian, Albanian, Serbian and English languages, all texts being equally authentic. In the case of divergence in the interpretation, the English text shall prevail.

FOR THE GOVERNMENT
OF THE REPUBLIC
OF SLOVENIA
Katarina Kresal (s)

FOR THE GOVERNMENT
OF THE REPUBLIC
OF KOSOVO
Bajram Rexhepi (s)

3. člen

Za izvajanje sporazuma in protokola skrbi Ministrstvo za notranje zadeve.

4. člen

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

Št. 213-04/11-5/14
Ljubljana, dne 19. oktobra 2011
EPA 1743-V

Državni zbor
Republike Slovenije
Ljubo Germič l.r.
Predsednik

92. Zakon o ratifikaciji Sporazuma med Vlado Republike Slovenije in Vlado Romunije o medsebojnem varovanju tajnih podatkov (BROMVTP)

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

U K A Z**o razglasitvi Zakona o ratifikaciji Sporazuma med Vlado Republike Slovenije in Vlado Romunije o medsebojnem varovanju tajnih podatkov (BROMVTP)**

Razglašam Zakon o ratifikaciji Sporazuma med Vlado Republike Slovenije in Vlado Romunije o medsebojnem varovanju tajnih podatkov (BROMVTP), ki ga je sprejel Državni zbor Republike Slovenije na seji 19. oktobra 2011.

Št. 003-02-9/2011-26
Ljubljana, dne 27. oktobra 2011

dr. Danilo Türk l.r.
Predsednik
Republike Slovenije

Z A K O N**O RATIFIKACIJI SPORAZUMA MED VLADO REPUBLIKE SLOVENIJE IN VLADO ROMUNIJE
O MEDSEBOJNEM VAROVANJU TAJNIH PODATKOV (BROMVTP)**

1. člen

Ratificira se Sporazum med Vlado Republike Slovenije in Vlado Romunije o medsebojnem varovanju tajnih podatkov, podpisani v Bukarešti 29. junija 2011.

2. člen

Sporazum se v slovenskem in angleškem jeziku glasi:¹

S P O R A Z U M**MED VLADO REPUBLIKE SLOVENIJE IN VLADO
ROMUNIJE O MEDSEBOJNEM VAROVANJU
TAJNIH PODATKOV**

Vlada Republike Slovenije
in
Vlada Romunije,
v nadaljevanju pogodbenici,
sta se ob upoštevanju državnih interesov in varnosti v želji
zagotoviti varovanje tajnih podatkov, izmenjanih med njima
ali med javnimi in zasebnimi subjekti v pristojnosti njunih
notranjih zakonodaj,
dogovorili:

**1. ČLEN
UPORABA**

1. Ta sporazum je podlaga za kakršno koli dejavnost, ki v skladu z notranjo zakonodajo pogodbenic vključuje izmenjavo tajnih podatkov med pogodbenicama ali drugimi državnimi organi ali javnimi in zasebnimi subjekti njunih držav.

2. Ta sporazum ne vpliva na obveznosti pogodbenic, ki izvirajo iz drugih mednarodnih sporazumov, in se ne uporablja v nasprotju z interesi, varnostjo in ozemeljsko celovitostjo drugih držav.

3. Pogodbenici sprejmeta v skladu s svojo notranjo zakonodajo ustrezne ukrepe za zagotovitev varovanja tajnih podatkov, ki si jih izmenjata ali nastanejo na podlagi tega sporazuma.

A G R E E M E N T**BETWEEN THE GOVERNMENT OF THE
REPUBLIC OF SLOVENIA
AND THE GOVERNMENT OF ROMANIA
ON THE MUTUAL PROTECTION
OF CLASSIFIED INFORMATION**

The Government of the Republic of Slovenia
and

the Government of Romania,

hereinafter referred to as the »Parties«,
wishing to ensure the protection of Classified Information
exchanged between the Parties or between public and private
entities subject to their respective national legislation, taking
into consideration national interests and security,
have agreed on the following:

**ARTICLE 1
APPLICABILITY**

1. This Agreement shall form the basis of any activity involving, in compliance with the national legislation of the Parties, the exchange of Classified Information between the Parties or other state bodies or public and private entities of their states.

2. This Agreement shall not affect the commitments of both Parties which stem from other international agreements and shall not be used against the interests, security and territorial integrity of other states.

3. In accordance with their national legislation both Parties shall take all appropriate measures to ensure the protection of Classified Information which is exchanged between them or generated under this Agreement.

¹ Besedilo sporazuma v romunskem jeziku je na vpogled v Sektorju za mednarodno pravo Ministrstva za zunanje zadeve.

2. ČLEN

POMEN IZRAZOV

V tem sporazumu izrazi pomenijo:

a) **tajni podatek** vsak podatek, ki je v skladu z notranjo zakonodajo ne glede na svojo fizično obliko označen s stopnjo tajnosti in se kot tak ustrezno varuje;

b) **pogodba s tajnimi podatki** pogodbo, podpogodbo ali projekt, vključno s pogajanjem pred sklenitvijo pogodbe, ki vsebuje tajne podatke ali vključuje dostop do njih;

c) **pogodbenica izvora** pogodbenico, vključno z javnimi ali zasebnimi subjekti v pristojnosti njene notranje zakonodaje, v kateri tajni podatki nastanejo in ki tajne podatke da pogodbenici prejemnici;

d) **pogodbenica prejemnika** pogodbenico, vključno z javnimi ali zasebnimi subjekti v pristojnosti njene notranje zakonodaje, ki prejme tajne podatke od pogodbenice izvora;

e) **tretja stran** državo ali javni ali zasebni subjekt ali mednarodno organizacijo, ki ni pogodbenica tega sporazuma;

f) **potreba po seznanitvi** načelo, s katerim se posamezniku lahko dovoli dostop do tajnih podatkov le za opravljanje njegovih uradnih dolžnosti ali nalog;

g) **dovoljenje za dostop do tajnih podatkov** dokument, izdan v skladu z notranjo zakonodajo, ki potrjuje, da ima imetnik lahko dostop do tajnih podatkov določene stopnje tajnosti;

h) **varnostno dovoljenje organizacije** dokument, izdan v skladu z notranjo zakonodajo, ki potrjuje, da pravni subjekt izpolnjuje pogoje za ravnanje s tajnimi podatki določene stopnje tajnosti in je pooblaščen za izvajanje dejavnosti v zvezi s pogodbami s tajnimi podatki;

i) **ogrožanje tajnih podatkov** razmere, v katerih tajni podatki zaradi kršitve varovanja niso več zaupni, celoviti ali razpoložljivi.

3. ČLEN

PRISTOJNI VARNOSTNI ORGANI

1. Nacionalna varnostna organa, ki sta ju pogodbenici imenovali za odgovorna za splošno izvajanje tega sporazuma in ustrezni nadzor nad vsemi njegovimi vidiki, sta:

v Republiki Sloveniji:

Urad Vlade Republike Slovenije za varovanje tajnih podatkov,

v Romuniji:

Oficiul Registrului Național al Informațiilor Secrete de Stat.

2. Nacionalna varnostna organa se uradno obveščata o drugih pristojnih varnostnih organih, odgovornih za izvajanje tega sporazuma.

3. Pogodbenici se obveščata o vseh poznejših spremembah nacionalnih varnostnih organov.

4. ČLEN

OZNAKE STOPNJE TAJNOSTI

1. Tajni podatki, dani na podlagi tega sporazuma, so označeni z ustreznimi oznakami stopnje tajnosti v skladu z notranjo zakonodajo pogodbenice.

2. Enakovredne notranje oznake stopnje tajnosti so:

Republika Slovenija
STROGO TAJNO

TAJNO
ZAUPNO
INTERNO

Romunija
STRICT SECRET
DE IMPORTANȚĂ
DEOSEBITĂ
STRICT SECRET
SECRET
SECRET DE SERVICIU

ARTICLE 2

DEFINITIONS

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

a) **Classified Information** means any information, regardless of its physical form, to which a classification level has been assigned in compliance with the national legislation and which shall be protected accordingly.

b) **Classified Contract** means a contract, a subcontract or a project, including pre-contractual activities, which contains Classified Information or involves access to it.

c) **Originating Party** means the Party, including any public or private entity subject to its national legislation, which generates and releases Classified Information to the Recipient Party.

d) **Recipient Party** means the Party, including any public or private entity subject to its national legislation, which receives Classified Information from the Originating Party.

e) **Third Party** means a state or any public or private entity or an international organisation, which is not a party to this Agreement.

f) **Need-to-Know** means a principle by which access to Classified Information may be granted to an individual only in connection with his/her official duties or tasks.

g) **Personnel Security Clearance Certificate** means a document, issued in accordance with the national legislation, certifying that the holder may access Classified Information of a certain security classification level.

h) **Facility Security Clearance Certificate** means a document, issued in accordance with the national legislation, certifying that a legal entity fulfils the conditions for handling classified information of a specific classification level and is authorised to perform activities related to a classified contract.

i) **Compromise of Classified Information** means a situation when, due to a breach of security, Classified Information has lost its confidentiality, integrity or availability.

ARTICLE 3

COMPETENT SECURITY AUTHORITIES

1. The National Security Authorities designated by the Parties as responsible for the general implementation and the relevant controls of all aspects of this Agreement are:

In the Republic of Slovenia:

Urad Vlade Republike Slovenije za varovanje tajnih podatkov

In Romania:

Oficiul Registrului Național al Informațiilor Secrete de Stat

2. The National Security Authorities shall notify each other of any other competent security authorities that are responsible for the implementation of this Agreement.

3. The Parties shall inform each other of any subsequent changes of the National Security Authorities.

ARTICLE 4

SECURITY CLASSIFICATIONS

1. Classified Information released under this Agreement shall be marked with the appropriate classification level under the national legislation of each of the Parties.

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

Republic of Slovenia
STROGO TAJNO

TAJNO
ZAUPNO
INTERNO

Romania
STRICT SECRET
DE IMPORTANȚĂ
DEOSEBITĂ
STRICT SECRET
SECRET
SECRET DE SERVICIU

5. ČLEN

DOSTOP DO TAJNIH PODATKOV

1. Dostop do podatkov stopnje INTERNO/SECRET DE SERVICIU je omejen na osebe, ki jim je bil tak dostop dovoljen v skladu z notranjo zakonodajo, imajo potrebo po seznanitvi in so ustrezeno poučene.

2. Dostop do podatkov stopnje ZAUPNO/SECRET in višje stopnje je omejen na osebe, ki imajo potrebo po seznanitvi in jim je bilo v skladu z notranjo zakonodajo izdano dovoljenje za dostop do tajnih podatkov s stopnjo tajnosti, ki ustreza stopnji tajnosti podatkov, do katerih naj bi imele dostop, in so ustrezeno poučene.

3. Pogodbenici si medsebojno priznavata dovoljenja za dostop do tajnih podatkov za podatke stopnje ZAUPNO/SECRET in višje stopnje ali pisna pooblastila za podatke stopnje INTERNO/SECRET DE SERVICIU, kar omogoča dostop do tajnih podatkov v skladu z enakovrednimi oznakami stopnje tajnosti iz drugega odstavka 4. člena.

6. ČLEN

VAROVANJE TAJNIH PODATKOV

1. Pogodbenici zagotavljata tajnim podatkom iz tega sporazuma enako varovanje kot svojim podatkom z enakovredno stopnjo tajnosti.

2. Pogodbenica izvora obvešča pogodbenico prejemnico o pogojih za dajanje tajnih podatkov ali omejitvah pri njihovi uporabi in o vseh poznejših spremembah stopnje tajnosti.

3. Pogodbenica prejemnica zagotovi, da so tajni podatki označeni z enakovrednimi oznakami stopnje tajnosti skladno z drugim odstavkom 4. člena in da se stopnja tajnosti ne spremeni, zniža ali prekliče razen s pisnim dovoljenjem pogodbenice izvora.

7. ČLEN

OMEJITEV UPORABE TAJNIH PODATKOV

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

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

8. ČLEN

PRENOS TAJNIH PODATKOV

Prenos tajnih podatkov med pogodbenicama poteka po diplomatski ali vojaški poti ali po drugih poteh, o katerih se dogovorita pristoja nacionalna varnostna organa v skladu s svojo notranjo zakonodajo.

9. ČLEN

RAZMNOŽEVANJE, PREVAJANJE IN UNIČEVANJE TAJNIH PODATKOV

1. Vsi izvodi in prevodi imajo enako oznako stopnje tajnosti kakor tajni podatki izvirnika in so ustrezeno varovani. Prevodi in število izvodov so omejeni na najmanjše število, potrebno za uradne namene.

2. Vsak prevod mora imeti v jeziku prevoda ustrezeno navdbo, da vsebuje tajne podatke pogodbenice izvora, vključno z oznako stopnje tajnosti in številko izvirnika.

3. Tajni podatki z oznako STROGO TAJNO/STRICT SECRET DE IMPORTANĀ DEOSEBITĀ se razmnožujejo izključno s pisnim dovoljenjem pogodbenice izvora.

ARTICLE 5

ACCESS TO CLASSIFIED INFORMATION

1. Access to information classified INTERNO/SECRET DE SERVICIU shall be limited to persons who have been granted such access according to the national legislation, have a Need-to-Know, and have been briefed accordingly.

2. Access to information classified ZAUPNO/SECRET and above shall be limited to persons who have a Need-to-Know and who, in accordance with the national legislation, have been issued a Personnel Security Clearance Certificate corresponding to the classification level of the information to be accessed, and have been briefed accordingly.

3. The Parties shall mutually recognise their respective Personnel Security Clearance Certificates for information classified ZAUPNO/SECRET and above or written authorisations for information classified INTERNO/SECRET DE SERVICIU, which shall enable access to Classified Information according to the equivalence stated in Paragraph 2 of Article 4.

ARTICLE 6

PROTECTION OF CLASSIFIED INFORMATION

1. The Parties shall afford the same protection to Classified Information referred to in this Agreement as to their own information of the corresponding classification level.

2. The Originating Party shall inform the Recipient Party of any conditions of release or limitations on the use of Classified Information, and of any subsequent changes in the classification level.

3. The Recipient Party shall ensure that Classified Information is marked with an equivalent classification level in accordance with Paragraph 2 of Article 4, and that the classification level is not changed, downgraded, or declassified unless authorised in writing by the Originating Party.

ARTICLE 7

RESTRICTION OF USE OF CLASSIFIED INFORMATION

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

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

ARTICLE 8

TRANSMISSION OF CLASSIFIED INFORMATION

Classified Information shall be transmitted between the Parties through diplomatic or military channels or through other channels agreed upon by the National Security Authorities in accordance with the respective national legislation.

ARTICLE 9

REPRODUCTION, TRANSLATION AND DESTRUCTION OF CLASSIFIED INFORMATION

1. All reproductions and translations shall bear the same classification markings as the original Classified Information and shall be protected accordingly. The translations and the number of reproductions shall be limited to the minimum required for an official purpose.

2. All translations shall contain a suitable annotation, in the language of translation, indicating that they contain Classified Information of the Originating Party, including classification marking and the reference number of the original document.

3. Classified Information marked STROGO TAJNO/STRICT SECRET DE IMPORTANĀ DEOSEBITĀ shall be reproduced only upon the written permission of the Originating Party.

4. Tajni podatki z oznako STROGO TAJNO/STRICT SECRET DE IMPORTANĀ DEOSEBITĀ se ne smejo uničiti. Ko jih pogodbenica prejemnica ne potrebuje več, jih vrne pogodbenici izvora.

5. Ob neposredni nevarnosti se tajni podatki uničijo brez predhodnega dovoljenja. O tem se takoj uradno obvesti nacionalni varnostni organ pogodbenice izvora.

6. Tajni podatki stopnje TAJNO/STRICT SECRET ali nižje stopnje se, ko jih pogodbenica prejemnica ne potrebuje več, v skladu z njeno notranjo zakonodajo uničijo po predhodnem pisnem soglasju pogodbenice izvora.

10. ČLEN

POGODEBE S TAJNIMI PODATKI

1. Preden se tajni podatki v zvezi s pogodbo s tajnimi podatki dajo izvajalcem ali podizvajalcem, nacionalni varnostni organ pogodbenice prejemnice:

a. potrdi, da imajo izvajalci ali podizvajalci, ki sodelujejo pri pogodbah s tajnimi podatki, ustrezno varnostno dovoljenje organizacije in da imajo njihovi zaposleni, ki sodelujejo pri pogodbah s tajnimi podatki, ustrezna dovoljenja za dostop do tajnih podatkov, ali

b. na podlagi zaprosila začne v skladu z notranjo zakonodajo ustrezni postopek za izdajo potrebnih varnostnih dovoljenj organizacije ali dovoljenj za dostop do tajnih podatkov.

2. Nacionalni varnostni organ lahko zahteva varnostni pregled v organizaciji zaradi zagotavljanja stalnega upoštevanja varnostnih standardov v skladu z notranjo zakonodajo.

3. Pogodba s tajnimi podatki vsebuje prilogo z določbami o varnostnih zahtevah in stopnji tajnosti vsakega njenega vidika ali dela. Nacionalnim varnostnim organoma pogodbenic se predloži izvod take priloge.

4. Pogodbenici si medsebojno priznavata varnostna dovoljenja organizacije.

11. ČLEN

OBISKI

1. Za obiske, pri katerih je potreben dostop do tajnih podatkov, je potrebno predhodno dovoljenje nacionalnega varnostnega organa pogodbenice gostiteljice.

2. Zaprosto za obisk se predloži nacionalnemu varostnemu organu vsaj 20 dni pred začetkom obiska ter vsebuje te osebne in druge podatke:

a. ime in priimek obiskovalca, datum in kraj rojstva, državljanstvo ter številko osebne izkaznice/potnega lista;

b. položaj obiskovalca s podatki o delodajalcu, ki ga obiskovalec zastopa;

c. opis dejavnosti, pri katerih obiskovalec sodeluje;

d. veljavnost in stopnjo tajnosti obiskovalčevega dovoljenja za dostop do tajnih podatkov, če se zahteva;

e. ime, naslov, telefonsko številko/številko telefaksa, elektronski naslov organizacije, v kateri bo obisk, in osebo za stike;

f. namen obiska, vključno z najvišjo stopnjo tajnosti tajnih podatkov, do katerih bo obiskovalec imel dostop;

g. datum in trajanje obiska – pri večkratnih obiskih se navede celotno obdobje obiskov;

h. datum, podpis in žig nacionalnega varostnega organa pogodbenice pošiljateljice.

3. V nujnih primerih se nacionalna varnostna organa lahko dogovorita za krajsi rok predložitve zaprosila za obisk.

4. Classified Information marked STROGO TAJNO/STRICT SECRET DE IMPORTANĀ DEOSEBITĀ shall not be destroyed. It shall be returned to the Originating Party after it is no longer considered necessary by the Recipient Party.

5. In case of an imminent danger, Classified Information shall be destroyed without prior authorisation. The National Security Authority of the Originating Party shall immediately be notified of this.

6. Information classified TAJNO/STRICT SECRET or below shall be destroyed after it is no longer considered necessary by the Recipient Party, in accordance with its national legislation, with the prior written consent of the Originating Party.

ARTICLE 10

CLASSIFIED CONTRACTS

1. Before providing Classified Information related to a Classified Contract to contractors or sub-contractors, the National Security Authority of the Recipient Party shall:

a. confirm that contractors or sub-contractors participating in Classified Contracts have appropriate Facility Security Clearance Certificates, and their employees involved in Classified Contracts have appropriate Personnel Security Clearance Certificates; or

b. initiate upon request the appropriate procedure in accordance with the national legislation, in order to issue the relevant Facility Security Clearance Certificates or Personnel Security Clearance Certificates.

2. Either of the National Security Authorities may request that a security inspection is carried out at a facility to ensure continuing compliance with security standards in accordance with the national legislation.

3. A Classified Contract shall contain an annex with provisions on the security requirements and the classification of each aspect or element of the Classified Contract. A copy of such annex shall be submitted to the National Security Authorities of the Parties.

4. The Parties shall mutually recognise their respective Facility Security Clearance Certificates.

ARTICLE 11

VISITS

1. Visits necessitating access to Classified Information shall be subject to the prior permission of the National Security Authority of the host Party.

2. A request for visit shall be submitted to the National Security Authority at least 20 days prior to the commencement of the visit and shall include the following personal and other data:

a. The visitor's name, date and place of birth, nationality and ID card/passport number;

b. The visitor's position, with a specification of the employer which the visitor represents;

c. A specification of the activities in which the visitor participates;

d. The validity and level of the visitor's Personnel Security Clearance Certificate, if required;

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

f. The purpose of the visit, including the highest level of Classified Information to be accessed;

g. The date and duration of the visit – in the case of recurring visits the total period covered by the visits shall be stated;

h. The date, signature and stamp of the National Security Authority of the sending Party.

3. In urgent cases, the National Security Authorities may agree on a shorter period for the submission of the request for visit.

4. Nacionalna varnostna organa se lahko dogovorita o seznamu obiskovalcev, ki imajo pravico do večkratnih obiskov. Seznam velja za začetno obdobje, ki ni daljše od 12 mesecev in se lahko podaljša za največ 12 mesecev. Zaprošilo za večkratne obiske se predloži v skladu z drugim odstavkom. Ko je seznam potren, se lahko sodeljujoči subjekti o obiskih dogovarjajo neposredno.

5. Vsi tajni podatki, ki jih pridobi obiskovalec, veljajo za tajne podatke po tem sporazumu.

6. Vsaka pogodbenica zagotavlja varstvo osebnih podatkov obiskovalcev v skladu s svojo notranjo zakonodajo.

12. ČLEN

SODELOVANJE PRI VAROVANJU TAJNOSTI

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

2. Nacionalna varnostna organa se obveščata o varnostnih tveganjih, ki lahko ogrožajo izmenjane tajne podatke.

3. V skladu s svojimi pristojnostmi si lahko nacionalna varnostna organa na podlagi zaprosila pomagata pri izvajanju postopkov varnostnega preverjanja.

4. Nacionalna varnostna organa drug drugega takoj obvestita o vsaki spremembi pri medsebojno priznanih dovoljenjih za dostop do tajnih podatkov in varnostnih dovoljenjih organizacij.

5. Varnostne in obveščevalne službe pogodbenic si lahko v skladu z notranjo zakonodajo neposredno izmenjavajo operativne in/ali obveščevalne podatke.

13. ČLEN

OGROŽANJE TAJNIH PODATKOV

1. Pogodbenica takoj pisno obvesti drugo pogodbenico o sumu ali odkritju ogrožanja tajnih podatkov, izmenjanih po tem sporazumu.

2. Pogodbenica prejemnica sprejme vse mogoče ustrezone ukrepe v skladu s svojo notranjo zakonodajo, da omeji posledice ogrožanja in prepreči nadaljnje kršitve. Na podlagi zaprosila pogodbenica izvora pomaga pri preiskavi; pisno se obvesti o izidu preiskave in sprejetih ukrepov.

14. ČLEN

STROŠKI

Vsaka pogodbenica krije svoje stroške, ki nastanejo med izvajanjem tega sporazuma.

15. ČLEN

RAZLAGA IN REŠEVANJE SPOROV

Spore glede razlage ali uporabe tega sporazuma pogodbenici rešujeja izključno z medsebojnimi posvetovanji.

16. ČLEN

KONČNE DOLOČBE

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

2. Ta sporazum se lahko kadar koli spremeni s pisnim soglasjem pogodbenic. Take spremembe začnejo veljati v skladu s prvim odstavkom.

4. The National Security Authorities may agree on a list of visitors entitled to recurring visits. This list shall be valid for an initial period not exceeding 12 months and may be extended for a further period of time not exceeding 12 months. A request for recurring visits shall be submitted in accordance with Paragraph 2. Once the list has been approved, visits may be arranged directly between the entities involved.

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

6. Each Party shall guarantee the protection of the personal data of the visitors according to its national legislation.

ARTICLE 12

SECURITY CO-OPERATION

1. In order to achieve and maintain comparable standards of security, the National Security Authorities shall, upon request, provide each other with information concerning their national security standards, procedures and practices for the protection of Classified Information. To this end the National Security Authorities may visit each other.

2. The National Security Authorities shall inform each other of security risks that may endanger the exchanged Classified Information.

3. On request, the National Security Authorities may, in accordance with their powers, assist each other in carrying out security clearance procedures.

4. The National Security Authorities shall promptly inform each other of any changes in mutually recognised Personnel Security Clearance Certificates and Facility Security Clearance Certificates.

5. The security and intelligence services of the Parties may exchange operative and/or intelligence information directly in accordance with national legislation.

ARTICLE 13

COMPROMISE OF CLASSIFIED INFORMATION

1. Each Party shall immediately notify the other Party in writing of any suspicion or discovery of a compromise of Classified Information exchanged under this Agreement.

2. The Recipient Party shall undertake all possible appropriate measures under its national legislation so as to limit the consequences of the compromise and to prevent further violations. On request, the Originating Party shall provide investigative assistance; it shall be informed in writing of the outcome of the investigation and the measures undertaken.

ARTICLE 14

EXPENSES

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

ARTICLE 15

INTERPRETATION AND DISPUTE SETTLEMENT

Any dispute between the Parties on the interpretation or application of this Agreement shall be resolved exclusively by means of consultation between the Parties.

ARTICLE 16

FINAL PROVISIONS

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

2. This Agreement may be amended at any time by the written consent of both Parties. Such amendments shall enter into force in accordance with Paragraph 1.

3. Vsaka pogodbenica ima pravico, da ta sporazum kadar koli pisno odpove. V tem primeru sporazum preneha veljati 6 mesecev po dnevu, ko je druga pogodbenica prejela obvestilo o odpovedi sporazuma.

4. Ne glede na prenehanje veljavnosti tega sporazuma se vsi tajni podatki, izmenjeni na njegovi podlagi, še naprej varujejo v skladu z njegovimi določbami, dokler pogodbenica izvora pogodbenice prejemnike ne razreši te obveznosti.

5. Za izvajanje sporazuma se lahko sklenejo dogovori o izvajanju.

Sestavljen v Bukarešti dne 29. junija 2011 v dveh izvirnikih v slovenskem, romunskem in angleškem jeziku, pri čemer so vsa besedila enako verodostojna. Pri različni razlagi prevlada angleško besedilo.

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

Za Vlado
Republike Slovenije

Milan Tarman l.r.

Za Vlado
Romunije

Marius Petrescu l.r.

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

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

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

Done at Bucharest on 29 June 2011 in two originals in the Slovenian, Romanian and English languages, each text being equally authentic. In case of different interpretation, the English text shall prevail.

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

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

On behalf
of the Government
of Romania
Marius Petrescu (s)

3. člen

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

4. člen

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

Št. 040-05/10-79/12
Ljubljana, dne 19. oktobra 2011
EPA 1290-V

Državni zbor
Republike Slovenije
Ljubo Germič l.r.
Predsednik

93. Zakon o ratifikaciji Sporazuma med Ministrstvom za obrambo Republike Slovenije in Ministrstvom za obrambo Republike Azerbajdžan o obrambnem sodelovanju (BAZOS)

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

U K A Z**o razglasitvi Zakona o ratifikaciji Sporazuma med Ministrstvom za obrambo Republike Slovenije in Ministrstvom za obrambo Republike Azerbajdžan o obrambnem sodelovanju (BAZOS)**

Razglašam Zakon o ratifikaciji Sporazuma med Ministrstvom za obrambo Republike Slovenije in Ministrstvom za obrambo Republike Azerbajdžan o obrambnem sodelovanju (BAZOS), ki ga je sprejel Državni zbor Republike Slovenije na seji 19. oktobra 2011.

Št. 003-02-9/2011-24
Ljubljana, dne 27. oktobra 2011

dr. Danilo Türk l.r.
Predsednik
Republike Slovenije

Z A K O N**O RATIFIKACIJI SPORAZUMA MED MINISTRSTVOM ZA OBRAMBO REPUBLIKE SLOVENIJE IN MINISTRSTVOM ZA OBRAMBO REPUBLIKE AZERBAJDŽAN O OBRAMBNEM SODELOVANJU (BAZOS)****1. člen**

Ratificira se Sporazum med Ministrstvom za obrambo Republike Slovenije in Ministrstvom za obrambo Republike Azerbajdžan o obrambnem sodelovanju, podpisani v Bakuju 2. marca 2011.

2. člen

Sporazum se v izvirniku v slovenskem in angleškem jeziku glasi:¹

**S P O R A Z U M
MED MINISTRSTVOM ZA OBRAMBO
REPUBLIKE SLOVENIJE IN MINISTRSTVOM
ZA OBRAMBO REPUBLIKE AZERBAJDŽAN
O OBRAMBNEM SODELOVANJU**

Ministrstvo za obrambo Republike Slovenije in Ministrstvo za obrambo Republike Azerbajdžan, v nadaljevanju pogodbnika, sta se

ob upoštevanju potrebe po prispevanju k krepitvi miru, zaupanja in stabilnosti ter k razvoju odnosov med državami v Evropi in v svetu kot celoti ter v duhu Ustanovne listine Združenih narodov, Helsinskih sklepne listine, Pariške listine za novo Evropo ter Sporazuma med državami članicami Nata in drugimi državami, ki sodelujejo v Partnerstvu za mir, glede statusa njihovih oboroženih sil (PzM SOFA) in dodatnega protokola k PzM SOFA,

ob pozitivni oceni povezovanja v svetu, ki izraža prizadevanja za medsebojne koristi in sodelovanje na podlagi spoštovanja in zaupanja,

ob spoštovanju obveznosti, ki izhajajo iz mednarodnih sporazumov o krepitvi varnosti, stabilnosti in miru,

ob usmerjenosti k dolgoročnemu načrtovanju in določitvi področij sodelovanja med pogodbenikoma,

v prepričanju, da bodo dvostranski stiki prispevali k širitvi odnosov med državama,
dogovorila:

**A G R E E M E N T
BETWEEN THE MINISTRY OF DEFENCE
OF THE REPUBLIC OF SLOVENIA AND
THE MINISTRY OF DEFENCE OF THE REPUBLIC
OF AZERBAIJAN ON DEFENCE CO-OPERATION**

The Ministry of Defence of the Republic of Slovenia and the Ministry of Defence of the Republic of Azerbaijan, herein-after referred to as the »Contracting Parties«,

Taking into account the need to contribute to the strengthening of peace, confidence and stability and to the development of relations between the states in Europe and world as a whole, and in the spirit of the United Nations Charter, the Helsinki Final Act, the Paris Charter for new Europe and the Agreement between the NATO Member States and other Countries participating in the Partnership for Peace regarding the status of their Armed Forces (PfP SOFA) and the additional Protocol to the PfP SOFA,

Positively assessing the integration process in the world, reflecting the aspirations for mutual benefit and co-operation on the basis of respect and trust,

Adhering to the responsibilities, resulting from the international agreements on strengthening of security, stability and peace,

Aimed at long term planning and outlining the areas of co-operation between the Contracting Parties,

Convinced that the development on the bilateral contacts will result in the expansion of the relations between two states,

Have agreed as follows:

¹ Besedilo sporazuma v azerbajdžanskem jeziku je na vpogled v Sektorju za mednarodno pravo Ministrstva za zunanje zadeve.

1. ČLEN

1. Pogodbenika svoje obveznosti, ki so določene v tem sporazumu, izpolnjujeta na podlagi načela enakosti in vzajemnosti.

2. Pogodbenika izvajata določbe tega sporazuma v skladu s svojimi pristojnostmi ob spoštovanju mednarodnih pogodb, ki sta jih potrdili njuni državi, in notranjega prava.

2. ČLEN

1. Pogodbenika na podlagi notranjega prava svojih držav in v skladu s svojimi pristojnostmi sodelujeta na teh področjih:

obrambna in varnostna politika,
vojaške ekonomske in vojaške tehnične dejavnosti,
usposabljanje osebja,
socialne, športne in kulturne dejavnosti,
vojaška zakonodaja,
vojaško znanstvene dejavnosti,
vojaška medicina,
vojaška kartografija,
ukrepi za graditev zaupanja in varnosti,
nadzor nad orožjem,
skupno sodelovanje pri dejavnostih PzM Nata,
humanitarne operacije in operacije v podporo miru.

2. Med izvajanjem tega sporazuma pogodbenika opredelita in razvijata nova področja sodelovanja.

3. Za uresničitev posebnih programov sodelovanja na omenjenih področjih lahko pogodbenika podpišeta ločene sporazume.

3. ČLEN

Sodelovanje med pogodbenikoma poteka v teh oblikah:

uradni obiski in delovni sestanki,
izmenjava izkušenj in posvetovanja,
sodelovanje pri projektih usposabljanja, poskusnih obdobjih usposabljanja, funkcionalnih usposabljanjih,
sodelovanje na vajah,
udeležba na konferencah in delavnicah,
izmenjava dokumentacije, znanstvenih projektov in patentov,
izmenjava podatkov, ki so v skupnem interesu,
koncerti, razstave, festivali in drugi kulturni dogodki.

4. ČLEN

1. Na podlagi tega sporazuma pogodbenika pripravita letni načrt dvostranskega vojaškega sodelovanja.

2. Letni načrt dvostranskega vojaškega sodelovanja pogodbenika vsako leto uskladita do 15. oktobra.

3. Letni načrt dvostranskega vojaškega sodelovanja vsebuje temo, obliko, čas in kraj dejavnosti, pristojne organe, število oseb in druge pomembne podatke, povezane z organizacijo in izvedbo dejavnosti.

4. Po uskladitvi pooblaščena predstavnika pogodbenikov podpišeta letni načrt dvostranskega vojaškega sodelovanja do 15. decembra v letu pred letom, na katero se načrt nanaša.

5. ČLEN

Pri izvajaju tega sporazuma status osebja ureja Sporazum med državami članicami Nata in drugimi državami, ki sodelujejo v Partnerstvu za mir, glede statusa njihovih oboroženih sil, podpisani v Bruslju 19. junija 1995.

ARTICLE 1

1. The Contracting Parties carry out their obligations outlined in this Agreement based on the principle of equality and reciprocity.

2. The Contracting Parties shall implement the provisions of this Agreement in compliance with the international treaties seconded by their states and the national legislations within the framework of their competence.

ARTICLE 2

1. The Contracting Parties shall co-operate in the following areas according to the national legislations of their states and within the framework of their competence:

Defence and security policy;
Military economic and military technical activities;
Personnel training;
Social, sports and cultural activities;
Military legislation;
Military-scientific activities;
Military medicine;
Military mapping;
Confidence and security building measures;
Arms control;
Joint participation in NATO PfP activities;
Humanitarian and peace support operations.

2. While implementing this Agreement the Contracting Parties shall identify and develop new areas of cooperation.

3. In order to realize the specific cooperation programs in the above-mentioned areas, the Contracting Parties may sign separate agreements.

ARTICLE 3

The Contracting Parties will cooperate in the following forms:

Official visits and working meetings;
Exchange of experience and consultations;
Participation in the training projects, probationary training periods, qualification courses;
Mutual participation in the exercises;
Participation in conferences and workshops;
Exchange of documents, scientific projects and patents;

Exchange of information of mutual interest;
Concerts, exhibitions, festivals and other cultural events.

ARTICLE 4

1. Based on this Agreement, the Contracting Parties will develop an annual Plan for bilateral military cooperation.

2. Every year by October 15, the Contracting Parties will co-ordinate an annual Plan for bilateral military cooperation.

3. The annual Plan for bilateral military cooperation includes the topic of the activity, its form, the time and place where it was realized, the responsible authorities, the number of people and other important information related to the organization and realization of the activity.

4. After coordination, the annual Plan for bilateral military cooperation is signed by the authorized representatives of the Contracting Parties by 15 December of the year preceding the one, which the Plan refers to.

ARTICLE 5

In connection with the implementation of this Agreement, the status of the personnel will be governed by the Agreement among the States Parties to the North Atlantic Treaty and the other States participating in the Partnership for Peace regarding the status of their Forces, done at Brussels on 19 June 1995.

6. ČLEN

1. Pogodbenika morata zagotoviti varstvo podatkov, zbranih in izmenjanih med sodelovanjem, ob upoštevanju notranjega prava njunih držav.

2. Pogodbenik, ki prejme tajne podatke, zanje določi stopnjo tajnosti, primerljivo s stopnjo tajnosti pogodbenika, ki je te podatke označil kot tajne.

3. Pogodbenika podatkov, ki jih prejmeta med sodelovanjem, ne uporabita v nasprotju z interesom pogodbenika, ki jih je zagotovil.

4. Pogodbenika podatkov, ki jih prejmeta med sodelovanjem, ne predložita tretji strani brez pisnega soglasja pogodbenika, ki jih je zagotovil.

5. Pogodbenika upoštevata avtorske pravice in poslovno skrivnost na vojaškem področju in v vojaški industriji ali drugi pravice, ki so v skladu z notranjo zakonodajo njunih držav.

6. Začasno ali končno razmnoževanje, prenos ali pošiljanje podatkov, dokumentov, metod ali tehnologij, nastalih med sodelovanjem, tretji strani se dovoli samo na podlagi pisnega soglasja drugega pogodbenika.

7. Obveznost pogodbenikov glede zagotavljanja zaupnosti v enaki meri velja tudi za tehnična sredstva, opreme in materialna sredstva, ki so medsebojno izmenjani na podlagi tega sporazuma.

8. Zaveze pogodbenikov glede zagotavljanja zaupnosti in tovrstnih podatkov oziroma tehničnih sredstev, opreme in materialnih sredstev veljajo tudi po prenehanju tega sporazuma, vse dokler pogodbenik, ki jih je zagotovil, drugega pogodbenika ne razreši teh obveznosti.

7. ČLEN

Zahlevane izdatke, povezane z izvedbo vseh dejavnosti sodelovanja po tem sporazumu, krijeta pogodbenika na podlagi medsebojnega dogovora.

8. ČLEN

Razlike, ki izhajajo iz razlage tega sporazuma, se rešujejo samo s posvetovanjem in pogajanji med pogodbenikoma.

9. ČLEN

Določbe tega sporazuma ne vplivajo na pravice in obveznosti držav pogodbenikov, ki izhajajo iz drugih mednarodnih pogodb, katerih pogodbenici sta državi.

10. ČLEN

Ta sporazum se lahko spremeni ali dopolni na podlagi skupnega soglasja pogodbenikov z ločenimi protokoli kot njegovimi sestavnimi deli, ki začnejo veljati v skladu z 11. členom tega sporazuma.

11. ČLEN

1. Ta sporazum začne veljati z dnem prejema zadnjega uradnega obvestila, s katerim se pogodbenika pisno obvestita, da so izpolnjene potrebne notranje pravne zahteve za začetek njegove veljavnosti.

2. Ta sporazum se sklene za petletno obdobje in se samodejno podaljša za naslednjih pet let, razen če kateri od pogodbenikov najmanj šest mesecev vnaprej pisno ne obvesti drugega pogodbenika o svoji nameri, da ga odpove.

ARTICLE 6

1. The Contracting Parties are obliged to provide protection of the information gathered and exchanged during the cooperation adhering to the respective national legislation of the States of the Parties.

2. The Contracting Party which receives the classified information shall determine a comparable security classification level to that of the Contracting Party that defined this information as classified.

3. The Contracting Parties will not use the information received in the course of the cooperation against the interests of the Contracting Party that had provided this information.

4. The Contracting Parties shall not convey to a third party the information received in the course of the cooperation without the written consent of the Contracting Party that had provided this information.

5. The Contracting Parties shall comply with the copyright and the professional secrecy in the military field in the military industry or other rights in compliance with their respective internal legislation of the States of the Parties.

6. Temporary or final copying, transfer or forwarding of information, documents, methods or technologies produced during co-operation to the third persons will be allowed only in written consent of the other Contracting Party.

7. The obligation on provision of confidentiality of the Contracting Parties is also equally applied to the technical means, equipment, materials given to each other according to this Agreement.

8. The commitments of the Contracting Parties on provision of confidentiality, and such information or technical means, equipment and materials shall remain in force after termination of this Agreement until the Contracting Party which transmitted them will dispense the other Contracting Party from these obligations.

ARTICLE 7

The required expenditures regarding all cooperation activities implemented within this Agreement shall be covered on mutual agreement of the Contracting Parties.

ARTICLE 8

Any differences arising from the interpretation of the current Agreement shall be settled only through consultation and negotiations between the Contracting Parties.

ARTICLE 9

The provisions of this Agreement shall not affect the rights and obligations of the States of the Parties derived from other international treaties which they are parties of.

ARTICLE 10

This Agreement can be amended or supplemented on the mutual consent of the Contracting Parties with separate protocols as an integral part and which will enter into force according to the Article 11 of this Agreement.

ARTICLE 11

1. This Agreement shall enter into force on the date of receiving the last notification, by which the Contracting Parties notify each other in written form that the relevant national requirements for its entry into force have been fulfilled.

2. The current Agreement shall be concluded for a 5-year period and shall be automatically continued for another 5-year period unless either of the Contracting Parties notifies in written form at least six months in advance the other Contracting Party about its intention to terminate the Agreement.

Podpisano v Bakiju dne 2. 3. 2011 v dveh izvirnikih v slovenskem, azerbajdžanskem, in angleškem jeziku, pri čemer so vsa besedila enako verodostojna. Ob razlikah pri razlagi ali uporabi določb tega sporazuma prevlada angleško besedilo.

Signed at Baku on 2. 3. 2011 in two original copies, in Slovenian, Azerbaijani and English languages, all texts being equally authentic. In case of divergence of interpretation or application of the provisions of this Agreement, the English version shall prevail.

| | | | |
|--|--|---|---|
| ZA MINISTRSTVO ZA OBRAMBO REPUBLIKE SLOVENIJE | ZA MINISTRSTVO ZA OBRAMBO REPUBLIKE AZERBAJDŽAN | FOR THE MINISTRY OF DEFENCE OF THE REPUBLIC OF SLOVENIA Ljubica JELUŠIČ (s) PhD Minister of Defence | FOR THE MINISTRY OF DEFENCE OF THE REPUBLIC OF AZERBAIJAN Safar ABIYEV (s) Colonel General Minister of Defence |
| dr. Ljubica JELUŠIČ l.r. ministrica za obrambo | Generalpolkovnik Safar ABIYEV l.r. minister za obrambo | | |

3. člen

Za izvajanje sporazuma skrbi Ministrstvo za obrambo.

4. člen

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

Št. 200-10/10-34/11
Ljubljana, dne 19. oktobra 2011
EPA 1269-V

Državni zbor
Republike Slovenije
Ljubo Germič l.r.
Predsednik

94. Zakon o ratifikaciji Protokola o spremembah Sporazuma z dne 3. maja 2006 med Republiko Slovenijo in Zvezno republiko Nemčijo o izogibanju dvojnega obdavčevanja v zvezi z davki od dohodka in premoženja (BDEIDOD-A)

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 Protokola o spremembah Sporazuma z dne 3. maja 2006 med Republiko Slovenijo in Zvezno republiko Nemčijo o izogibanju dvojnega obdavčevanja v zvezi z davki od dohodka in premoženja (BDEIDOD-A)

Razglašam Zakon o ratifikaciji Protokola o spremembah Sporazuma z dne 3. maja 2006 med Republiko Slovenijo in Zvezno republiko Nemčijo o izogibanju dvojnega obdavčevanja v zvezi z davki od dohodka in premoženja (BDEIDOD-A), ki ga je sprejel Državni zbor Republike Slovenije na seji 19. oktobra 2011.

Št. 003-02-9/2011-23
Ljubljana, dne 27. oktobra 2011

dr. Danilo Türk I.r.
Predsednik
Republike Slovenije

Z A K O N

O RATIFIKACIJI PROTOKOLA O SPREMEMBAH SPORAZUMA Z DNE 3. MAJA 2006 MED REPUBLIKO SLOVENIJO IN ZVEZNO REPUBLIKO NEMČIJO O IZOGIBANJU DVOJNEGA OBDAVČEVANJA V ZVEZI Z DAVKI OD DOHODKA IN PREMOŽENJA (BDEIDOD-A)

1. člen

Ratificira se Protokol o spremembah Sporazuma z dne 3. maja 2006 med Republiko Slovenijo in Zvezno republiko Nemčijo o izogibanju dvojnega obdavčevanja v zvezi z davki od dohodka in premoženja, podpisani v Ljubljani 17. maja 2011.

2. člen

Protokol se v izvirniku v slovenskem in angleškem jeziku glasi:¹

Protokol

**o spremembah Sporazuma z dne 3. maja 2006
med Republiko Slovenijo
in Zvezno republiko Nemčijo
o izogibanju dvojnega obdavčevanja
v zvezi z davki od dohodka
in premoženja**

Republika Slovenija
in Zvezna republika Nemčija

sta se v želji, da skleneta Protokol o spremembah Sporazuma z dne 3. maja 2006 med Republiko Slovenijo in Zvezno republiko Nemčijo o izogibanju dvojnega obdavčevanja v zvezi z davki od dohodka in premoženja, sporazumeli o naslednjem:

I. člen

26. člen sporazuma se preoblikuje tako, da se glasi:

»26. člen

Izmenjava informacij

(1) Pristojna organa držav pogodbenic si izmenjujeta informacije, ki so predvidoma pomembne za izvajanje določb tega sporazuma ali za izvajanje ali uveljavljanje domače zakonodaje glede davkov vseh vrst in opisov, ki se uvedejo v imenu držav pogodbenic, dežele ali političnih enot ali lokalnih oblasti države pogodbenice ali dežele, če obdavčevanje na tej podlagi ni v nasprotju s tem sporazumom. Izmenjava informacij ni omejena s 1. in 2. členom.

Protocol

**amending the Agreement of 3 May 2006
between the Republic of Slovenia
and the Federal Republic of Germany
for the Avoidance of Double Taxation
with respect to Taxes on Income
and on Capital**

The Republic of Slovenia
and The Federal Republic of Germany –

Desiring to conclude a Protocol amending the Agreement of 3 May 2006 between the Republic of Slovenia and the Federal Republic of Germany for the Avoidance of Double Taxation with respect to Taxes on Income and on Capital –

Have agreed as follows:

Article I

Article 26 of the Agreement shall be reformulated as follows:

“Article 26

Exchange of Information

(1) The competent authorities of the Contracting States shall exchange such information as is foreseeably relevant for carrying out the provisions of this Agreement or to the administration or enforcement of the domestic laws concerning taxes of every kind and description imposed on behalf of the Contracting States, of a Land or a political subdivision or local authority of a Contracting State or Land, insofar as the taxation thereunder is not contrary to the Agreement. The exchange of information is not restricted by Articles 1 and 2.

¹ Besedilo protokola v nemškem jeziku je na vpogled v Sektorju za mednarodno pravo Ministrstva za zunanje zadeve.

(2) Vsaka informacija, ki jo država pogodbenica prejme na podlagi prvega odstavka, se obravnava kot tajnost, enako kakor informacije, pridobljene na podlagi domače zakonodaje te države, in se razkrije samo osebam ali organom (vključno s sodišči in upravnimi organi), udeleženim pri odmeri ali pobiranju, izterjavi ali pregonu ali pri odločjanju o pritožbah glede davkov iz prvega odstavka ali pri nadzoru nad omenjenim. Te osebe ali organi uporabljajo informacije samo v te namene. Informacije lahko razkrijejo v sodnih postopkih ali sodnih odločbah. Ne glede na navedene določbe se informacije lahko uporabijo za druge namene, če se po zakonodaji obeh držav smejo uporabiti v te druge namene in pristojni organ države pošiljaljice informacij soglaša s tako uporabo.

(3) Določbe prvega in drugega odstavka se v nobenem primeru ne razlagajo tako, kakor da državi pogodbenici nalačajo obveznost:

a) da za pridobitev informacij izvaja upravne ukrepe, ki niso v skladu z zakonodajo in upravno prakso te ali druge države pogodbenice,

b) da priskrbi informacije, ki jih ni mogoče dobiti po zakonski ali običajni upravni poti te ali druge države pogodbenice,

c) 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.

(4) Če država pogodbenica zahteva informacije na podlagi tega člena, druga država pogodbenica sprejme ukrepe za njihovo pridobitev, tudi če jih ta druga država morda ne potrebuje za svoje davčne namene. Za obveznost iz prejšnjega stavka veljajo omejitve iz tretjega odstavka, ki pa se v nobenem primeru ne razlagajo tako, kakor da država pogodbenica lahko zavrne pošiljanje informacij samo zato, ker sama zanje nima interesa pri domačem obdavčevanju.

(5) V nobenem primeru se določbe tretjega odstavka ne razlagajo tako, kakor da država pogodbenica lahko zavrne pošiljanje informacij samo zato, ker jih hrani banka, druga finančna ustanova, pooblaščenec ali oseba, ki deluje kot zastopnik ali fiduciari, ali zato, ker so povezane z lastniškimi deleži v neki osebi.«

II. člen

Peta točka protokola k sporazumu se preoblikuje tako, da se glasi:

»5. V zvezi s 26. členom

Če se na podlagi 26. člena pošiljajo osebni podatki, se uporabljajo te dodatne določbe:

a) Organ prejemnik lahko te podatke v skladu z drugim odstavkom 26. člena uporabi samo za namen, ki ga navede organ pošiljaljitelj, in pod pogoj, ki jih predpiše organ pošiljaljitelj.

b) Organ pošiljaljitelj mora zagotoviti, da so poslani podatki točni, da so predvidoma pomembni glede na prvi stavek prvega odstavka 26. člena in da so sorazmerni namenu pošiljanja. Podatki so predvidoma pomembni, če v konkretnem primeru obstaja velika možnost, da ima druga država pogodbenica pravico do obdavčitve in nič ne kaže, da so pristojnemu organu druge države pogodbenice podatki že znani ali da bi pristojni organ druge države pogodbenice za predmet obdavčitve zvedel brez teh informacij. Če se izkaže, da so poslani podatki netočni ali da jih ne bi smeli poslati, se organ prejemnik o tem takoj obvesti. Ta organ mora take podatke takoj popraviti ali izbrisati. Če so poslani spontano, organ prejemnik takoj preveri, ali jih potrebuje za namen, za katerega so bili poslani; ta organ takoj izbriše vse podatke, ki jih ne potrebuje.

(2) Any information received under paragraph 1 by a Contracting State shall be treated as secret in the same manner as information obtained under the domestic laws of that State and shall be disclosed only to persons or authorities (including courts and administrative bodies) concerned with the assessment or collection of, the enforcement or prosecution in respect of, or with the determination of appeals in relation to the taxes referred to in paragraph 1, or the oversight of the above. Such persons or authorities shall use the information only for such purposes. They may disclose the information in public court proceedings or in judicial decisions. Notwithstanding the foregoing provisions, the information may be used for other purposes, if under the law of both States it may be used for these other purposes and the competent authority of the supplying State has agreed to this use.

(3) In no case shall the provisions of paragraphs 1 and 2 be construed so as to impose on a Contracting State the obligation:

a) to carry out administrative measures for the supply of information at variance with the laws and administrative practice of that or of the other Contracting State;

b) to supply information which is not obtainable under the laws or in the normal course of the administration of that or of the other Contracting State;

c) 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).

(4) If information is requested by a Contracting State under this Article, the other Contracting State shall use its information gathering measures to obtain the requested information, even though that other State may not need such information for its own tax purposes. The obligation contained in the preceding sentence is subject to the limitations of paragraph 3, whereby this shall, however, in no case be construed to permit a Contracting State to decline to supply information solely because it has no domestic taxation interest in that information.

(5) In no case shall the provisions of paragraph 3 be construed to permit a Contracting 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 II

Number 5 of the Protocol to the Agreement shall be reformed as follows:

“5. With reference to Article 26

Insofar as personal data are supplied under Article 26, the following additional provisions shall apply:

a) The receiving agency may use such data in compliance with paragraph 2 of Article 26 only for the purpose stated by the supplying agency and shall be subject to the conditions prescribed by the supplying agency.

b) The supplying agency shall be obliged to ensure that the data to be supplied are accurate and their foreseeable relevance within the meaning of the first sentence of paragraph 1 of Article 26 and that they are proportionate to the purpose for which they are supplied. Data are foreseeably relevant if in the concrete case at hand there is the serious possibility that the other Contracting State has a right to tax and there is nothing to indicate that the data are already known to the competent authority of the other Contracting State or that the competent authority of the other Contracting State would learn of the taxable object without the information. If it emerges that inaccurate data or data which should not have been supplied have been supplied, the receiving agency shall be informed of this without delay. That agency shall be obliged to correct or erase such data without delay. If data have been supplied spontaneously, the receiving agency shall check without delay whether the data are needed for the purpose for which they were supplied; that agency shall immediately erase any data which is not needed.

c) Organ prejemnik na zahtevo v vsakem primeru posebej obvesti organ pošiljatelja zaradi obveščanja posamezne osebe o uporabi poslnih podatkov in doseženih rezultatih.

d) Organ prejemnik to osebo obvesti, da organ pošiljatelj o njej zbir podatke. Osebe ni treba obvestiti, če in dokler se šteje, da javni interes, da se osebe ne obvesti, prevlada nad njeno pravico do obveščenosti.

e) Na zahtevo se ta oseba obvesti o poslnih podatkih v zvezi z njo in o tem, za kaj se bodo taki podatki uporabljali. Pri tem se smiseln uporablja drugi stavek točke d.

f) Organ prejemnik je na podlagi svoje domače zakonodaje odgovoren vsaki osebi, ki je nezakonito utrpela škodo v zvezi s pošiljanjem podatkov na podlagi izmenjave podatkov skladno s tem sporazumom. Organ prejemnik se v odnosu do oškodovane osebe v svojo obrambo ne more sklicevati na to, da je škodo povzročil organ pošiljatelj.

g) Organ pošiljatelj in organ prejemnik morata uradno evidentirati pošiljanje in prejem osebnih podatkov.

h) Poslni osebni podatki se izbrišejo takoj, ko niso več potrebni za namen, za katerega so bili poslati.

i) Organ pošiljatelj in organ prejemnik morata učinkovito ukrepiti, da zavarjeta poslane osebne podatke pred nedovoljenim dostopom, nedovoljenim spremnjanjem in nedovoljenim razkritjem.«

III. člen

(1) Ta protokol se ratificira in listini o ratifikaciji se izmenjata, kakor hitro je to mogoče, v Berlinu.

(2) Ta protokol začne veljati na dan izmenjave listin o ratifikaciji in se takoj uporablja v obeh državah pogodbenicah.

Sestavljen v Ljubljani dne 17. maja 2011 v dveh izvodih, vsak v slovenskem, nemškem in angleškem jeziku, pri čemer so vsa tri besedila verodostojna. Pri različni razlagi nemškega in slovenskega besedila prevlada angleško besedilo.

Za
Republiko Slovenijo
Mateja Vraničar l.r.

Za
Zvezno republiko Nemčijo
Werner Burkart l.r.

c) The receiving agency shall on request inform the supplying agency on a case-by-case basis for the purpose of informing the person concerned about the use of the supplied data and the results achieved thereby.

d) The receiving agency shall inform the person concerned of the data collection by the supplying agency. The person concerned need not be informed if and as long as on balance it is considered that the public interest in not informing him outweighs his right to be informed.

e) Upon application the person concerned shall be informed of the supplied data relating to him and of the use to which such data are to be put. The second sentence of paragraph d) shall apply accordingly.

f) The receiving agency shall bear liability under its domestic laws in relation to any person suffering unlawful damage in connection with the supply of data under the exchange of data pursuant to this Agreement. In relation to the damaged person, the receiving agency may not plead to its discharge that the damage had been caused by the supplying agency.

g) The supplying and the receiving agencies shall be obliged to keep official records of the supply and receipt of personal data.

h) The personal data supplied shall be erased as soon as they are no longer required for the purpose for which they were supplied.

i) The supplying and the receiving agencies shall be obliged to take effective measures to protect the personal data supplied against unauthorised access, unauthorised alteration and unauthorised disclosure.”

Article III

(1) This Protocol shall be ratified, and the instruments of ratification shall be exchanged as soon as possible in Berlin.

(2) This Protocol shall enter into force on the day of the exchange of the instruments of ratification and shall have immediate effect in both Contracting States.

Done at Ljubljana on 17 May 2011 in duplicate, each in the Slovenian, German and English languages, all three texts being authentic. In the case of divergent interpretations of the German and Slovenian texts the English text shall prevail.

For the
Republic of Slovenia
Mateja Vraničar (s)

For the
Federal Republic of Germany
Werner Burkart (s)

3. člen

Za izvajanje protokola skrbi Ministrstvo za finance.

4. člen

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

Št. 432-01/09-10/11
Ljubljana, dne 19. oktobra 2011
EPA 343-V

Državni zbor
Republike Slovenije
Ljubo Germič l.r.
Predsednik

95. Zakon o ratifikaciji Memoranduma o soglasju med Vlado Republike Slovenije in Vlado Združenih držav Amerike o Fulbrightovem programu izmenjav (BUSFPI-1)

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 Memoranduma o soglasju med Vlado Republike Slovenije
in Vlado Združenih držav Amerike o Fulbrightovem programu izmenjav (BUSFPI-1)**

Razglašam Zakon o ratifikaciji Memoranduma o soglasju med Vlado Republike Slovenije in Vlado Združenih držav Amerike o Fulbrightovem programu izmenjav (BUSFPI-1), ki ga je sprejel Državni zbor Republike Slovenije na seji 19. oktobra 2011.

Št. 003-02-9/2011-28
Ljubljana, dne 27. oktobra 2011

dr. Danilo Türk I.r.
Predsednik
Republike Slovenije

Z A K O N

**O RATIFIKACIJI MEMORANDUMA O SOGLASJU MED VLADO REPUBLIKE SLOVENIJE
IN VLADO ZDRUŽENIH DRŽAV AMERIKE
O FULBRIGHTOVEM PROGRAMU IZMENJAV (BUSFPI-1)**

1. člen

Ratificira se Memorandum o soglasju med Vlado Republike Slovenije in Vlado Združenih držav Amerike o Fulbrightovem programu izmenjav, podpisani v Ljubljani 6. oktobra 2011.

2. člen

Besedilo memoranduma se v izvirniku v slovenskem in angleškem jeziku glasi:

**MEMORANDUM O SOGLASJU
MED VLADO REPUBLIKE SLOVENIJE
IN VLADO ZDRUŽENIH DRŽAV AMERIKE
O FULBRIGHTOVEM PROGRAMU IZMENJAV**

Vlada Republike Slovenije (v nadalnjem besedilu: vlada Slovenije) in Vlada Združenih držav Amerike (v nadalnjem besedilu: vlada Združenih držav Amerike) (v nadalnjem besedilu: pogodbenici) se sporazumeta o naslednjih pogojih izmenjave diplomantov, podoktorskih raziskovalcev in predavateljev v okviru Fulbrightovega programa (v nadalnjem besedilu: program).

1. člen

Pogodbenici ustanovita dvostranski odbor (v nadalnjem besedilu: odbor), katerega naloga je priporočati ukrepe vladni Združenih držav in vladni Slovenije pri vseh zadevah v zvezi s predlaganim programom.

2. člen

Odboru skupaj predseduje vodja oddelka za stike z javnostmi veleposlaništva Združenih držav v Ljubljani in visoki uradnik ministrstva, pristojnega za visoko šolstvo Republike Slovenije. Veleposlaništvo Združenih držav in ministrstvo imenujeta še po dva člana, ki predstavljata univerzitetno in znanstveno skupnost in od katerih je vsaj po eden že bil ali pa je udeležen v programu. Veleposlanik Združenih držav v Sloveniji in minister, pristojen za Javni sklad Republike Slovenije za razvoj kadrov in štipendije, sta častna predsednika odbora.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE GOVERNMENT OF THE
REPUBLIC OF SLOVENIA AND THE
GOVERNMENT OF THE UNITED STATES
OF AMERICA CONCERNING THE FULBRIGHT
EXCHANGE PROGRAM**

The Government of the Republic of Slovenia (hereinafter, »the Government of Slovenia«) and the Government of the United States of America (hereinafter, »the Government of the United States«) (hereinafter, collectively, »the Parties«) agree to the following terms for the exchange of graduate students, postdoctoral researchers and lecturers under the auspices of the Fulbright exchange program (hereinafter, »the Program«).

Article 1

The Parties shall create a bilateral committee (hereinafter, »the Committee«) for the purpose of recommending action to the Government of the United States and the Government of Slovenia on all matters pertaining to the proposed Program.

Article 2

The Committee shall be jointly chaired by the Public Affairs Officer of the U. S. Embassy in Ljubljana and a senior officer of the ministry responsible for higher education of the Republic of Slovenia. The U.S. Embassy and the Ministry shall each appoint two more members representing their respective university and scholarly communities, of which at least one member for each shall be a former or current participant in the Program. The United States Ambassador to Slovenia and the Minister responsible for the Slovene Human Resources Development and Scholarship Fund shall be honorary co-Chairs of the Committee.

3. člen

Program je dvostranski in omogoča izmenjavo približno enakega števila štipendistov v vsakem letu, pri čemer se enakost ugotavlja na podlagi števila štipendistov in števila mesecev.

4. člen

Odbor priporoči ukrepe, ki omogočajo in zagotavljajo:

1. pripravo predlogov glede obsega programa in vrst štipendij ter drugih splošnih smernic za naslednje finančno leto Združenih držav,

2. pripravo in objavo letnega razpisa Fulbrightovih štipendij za državljanе Slovenije,

3. sprejem prošenj prijaviteljev na razpis iz Slovenije, ki zagotavlja odprtost in objektivnost natečaja,

4. nepristranski pregled izpolnjevanja pogojev v prošnjah, prejetih po razpisu,

5. zunanje ovrednotenje prošenj tako, da odbor vsako leto ustanovi akademsko strokovno komisijo za pripravo ocene utemeljenosti vseh predlogov študij, raziskav in predavanj, ki jo preda v nadaljnjo presojo komisiji za razgovore s kandidati in odbora,

6. razgovor z vsemi kandidati, katerih prošnja izpolnjuje tehnične pogoje razpisa. Odbor vsako leto določi sistem ocenjevanja kandidatov (ki zajema znanje angleškega jezika, kakovost in izvedljivost predlaganih programov, uporabnost področja vsakega kandidata za potrebe obeh držav in akademška potrdila ali priporočila) in po potrebi na razgovor povabi strokovnjake s posameznih področij,

7. pripravo seznama glavnih in nadomestnih kandidatov po vrstnem redu na podlagi ocene in razgovorov ter predložitev tega seznama v odobritev Svetu J. Williama Fulbrighta za štipendije v tujini v Združenih državah,

8. pregled prošenj študentov, znanstvenikov in raziskovalcev iz Združenih držav, ki želijo priti v Slovenijo, in

9. razporeditev štipendistov iz Združenih držav po slovenskih univerzah in akademskih raziskovalnih ustanovah.

5. člen

Ob upoštevanju razpoložljivosti sredstev so dogovorjene finančne obveznosti financiranja programa:

1. Vladi obeh držav krijeta stroške v svoji državi v svoji valuti, vključno z objavami, sestanki odbora in akademske strokovne komisije, sestanki komisije za razgovore in drugimi stroški.

2. Prispevek pogodbenic za tekoče delovanje programa se uporabi za kritje stroškov štipendije, kar zajema potne stroške, nastanitev, zdravstveno zavarovanje in denarno izplačilo.

3. Vlada RS daje svoj prispevek prek Javnega sklada Republike Slovenije za razvoj kadrov in štipendije.

4. Pogodbenici s sklepom določita letno višino sredstev za izvajanje programa.

5. Sredstva morajo biti pravočasno na razpolago za kritje dogovorjenih stroškov programa.

6. Vladi Slovenije in Združenih držav se bosta medsebojno obveščali o višini sredstev.

6. člen

V Združenih državah program izvaja zunanje ministrstvo (*United States Department of State*) prek urada za izobraževanje in kulturo (*Bureau of Educational and Cultural Affairs*). V Republiki Sloveniji program izvajata veleposlaništvo ZDA in ministrstvo, pristojno za Javni sklad Republike Slovenije za razvoj kadrov in štipendije.

Article 3

The Program shall be bilateral and shall provide for the exchange of an approximately equal number of grantees each year, equality to be determined on a grantee-month basis.

Article 4

The Committee shall recommend actions that will provide for and assure the following:

1. The development of proposals detailing the scope of the Program, the types of grants to be awarded, and similar general guidelines for the following United States fiscal year;

2. The development and publication of the annual announcement of the request for applications for Fulbright grants from citizens of Slovenia;

3. The receipt of applications from citizens of Slovenia that will assure that the competition is open and merit based;

4. The determination of the eligibility of submitted applications through non-partisan review;

5. External evaluation of applications through the establishment each year of academic review panels for the purpose of evaluating the merits of each study, research and lecturing proposal for further consideration by interview panels and the Committee;

6. Interviewing all individuals whose applications have passed technical review. The Committee each year shall recommend a rating system for evaluation of candidates (including English language ability, quality and feasibility of proposed programs, applicability of each candidate's field to the needs of each country, and academic credentials/letters of reference of each candidate) and, if necessary, invite experts from specific fields to the interviews.

7. The presentation of a roster of rank-ordered principal and alternate candidates, based on the results of the evaluation and interviews for the approval of the J. William Fulbright Foreign Scholarship Board of the United States;

8. The review of applications from U.S. students, scholars and researchers seeking placement in Slovenia; and

9. The placement of U.S. grantees in Slovene universities and academic research institutes.

Article 5

The financial obligations for the funding of the Program are agreed to be as follows, subject to the availability of funds:

1. Each Government shall be responsible for in-country, local currency expenses including publicity, Committee and academic review panel meetings, interview panel meetings, and other local expenses.

2. The monies contributed by each Party to the ongoing operation of the bilateral Program shall be used to fund scholarship costs, including travel, housing, medical insurance and stipends.

3. The Government of Slovenia shall administer its contribution through a contract with the Slovene Human Resources Development and Scholarship Fund ("Javni Sklad").

4. Each Party shall determine its annual allocation of funds for the implementation of the Program.

5. These funds shall be available in a timely fashion to cover the Program costs as agreed upon.

6. The Governments of Slovenia and the United States shall inform each other of the amount of relevant funds.

Article 6

The Program shall be implemented in the United States by the United States Department of State through the Bureau of Educational and Cultural Affairs. The Program shall be implemented in the Republic of Slovenia by the United States Embassy and by the Ministry responsible for the Slovene Human Resources Development and Scholarship Fund.

7. člen

A. Ta memorandum o soglasju (v nadaljnjem besedilu: MoS) se začasno uporablja z dnem podpisa. Veljati začne z dnem prejema zadnjega obvestila po diplomatski poti o izpolnitvi vseh pogojev, potrebnih za začetek veljavnosti tega MoS, v skladu z notranjo zakonodajo pogodbenic.

B. Ta MoS se sklene za pet (5) let in se samodejno podaljša še za pet let, razen če ena pogodbenica pisno po diplomatski poti ne obvesti druge pogodbenice o svoji nameri o odpovedi MoS. MoS preneha veljati šest mesecev od dneva prejema pisne odpovedi.

C. Ob predčasnem prenehanju tega MoS se sprejeti projekti in dejavnosti nadaljujejo do dokončanja v skladu s pogoji tega MoS, razen če ni dogovorjeno drugače.

Podpisano v Ljubljani, 6. oktobra 2011, v dveh izvirnikih v slovenskem in angleškem jeziku, pri čemer sta besedili enako verodostojni.

ZA VLADO
REPUBLIKE SLOVENIJE
Igor Lukšič l.r.

ZA VLADO
ZDruženih Držav
Amerike
Joseph A. Mussomeli l.r.

Article 7

A. This Memorandum of Understanding (hereinafter, "MOU") shall be provisionally applied by the Parties upon signature. It shall enter into force on the date of the last written notification, sent through diplomatic channels, of fulfilment by the Parties of the internal procedures required for the entry into force of this MOU.

B. This MOU shall remain in force for a period of five (5) years and shall be automatically extended for an additional period of five years, unless either Party notifies the other in writing, through diplomatic channels, of its intention to terminate this MOU. The MOU shall terminate six months after the date of such written notification.

C. In the case of early termination of this MOU, all approved projects and activities may be continued until completion under the terms of this MOU, except as otherwise agreed.

Signed in Ljubljana, this 6th day of October 2011, in duplicate, in the Slovene and English languages, both texts being equally authentic.

FOR THE GOVERNMENT
OF THE REPUBLIC
OF SLOVENIA
Igor Lukšič (s)

FOR THE GOVERNMENT
OF THE UNITED STATES
OF AMERICA
Joseph A. Mussomeli (s)

3. člen

Za izvajanje memoranduma skrbi Ministrstvo za delo, družino in socialne zadeve.

4. člen

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

Št. 603-08/11-2/12
Ljubljana, dne 19. oktobra 2011
EPA 2106-V

Državni zbor
Republike Slovenije
Ljubo Germič l.r.
Predsednik

Obvestila o začetku oziroma prenehanju veljavnosti mednarodnih pogodb

96. Obvestilo o začetku veljavnosti Sporazuma med Ministrstvom za zunanje zadeve Republike Slovenije in Prostovoljci Združenih narodov

Na podlagi drugega odstavka 77. člena Zakona o zunanjih zadevah (Uradni list RS, št. 113/03 – uradno prečiščeno besedilo, 20/06 – ZNOMCMO, 76/08, 108/09 in 80/10 – ZUTD) Ministrstvo za zunanje zadeve

s p o r o č a,

da je dne 6. oktobra začel veljati Sporazum med Ministrstvom za zunanje zadeve Republike Slovenije in Prostovoljci Združenih narodov, sklenjen 23. septembra 2010 in objavljen v Uradnem listu Republike Slovenije – Mednarodne pogodbe, št. 11/11 (Uradni list Republike Slovenije, št. 73/11).

Ljubljana, dne 3. novembra 2011

Ministrstvo za zunanje zadeve
Republike Slovenije

97. Obvestilo o prenehanju veljavnosti Memoranduma o soglasju med Vlado Republike Slovenije in Vlado Črne gore o strokovni pomoči na področju evropskih zadev

Na podlagi drugega odstavka 77. člena Zakona o zunanjih zadevah (Uradni list RS, št. 113/03 – uradno prečiščeno besedilo, 20/06 – ZNOMCMO, 76/08, 108/09 in 80/10 – ZUTD) Ministrstvo za zunanje zadeve

s p o r o č a,

da je 20. oktobra prenehal veljati Memorandum o soglasju med Vlado Republike Slovenije in Vlado Črne gore o strokovni pomoči na področju evropskih zadev, podpisani 7. februarja 2008 v Ljubljani in objavljen v Uradnem listu Republike Slovenije – Mednarodne pogodbe, št. 14/08 (Uradni list Republike Slovenije, št. 71/08).

Ljubljana, dne 4. novembra 2011

Ministrstvo za zunanje zadeve
Republike Slovenije

98. Obvestilo o prenehanju veljavnosti Memoranduma o soglasju med Vlado Republike Slovenije in Vlado Republike Srbije o strokovni pomoči na področju evropskih zadev

Na podlagi drugega odstavka 77. člena Zakona o zunanjih zadevah (Uradni list RS, št. 113/03 – uradno prečiščeno besedilo, 20/06 – ZNOMCMO, 76/08, 108/09 in 80/10 – ZUTD) Ministrstvo za zunanje zadeve

s p o r o č a,

da je 30. septembra prenehal veljati Memorandum o soglasju med Vlado Republike Slovenije in Vlado Republike Srbije o strokovni pomoči na področju evropskih zadev, podpisani 6. marca 2009 v Beogradu in objavljen v Uradnem listu Republike Slovenije – Mednarodne pogodbe, št. 10/09 (Uradni list Republike Slovenije, št. 43/09).

Ljubljana, dne 4. novembra 2011

Ministrstvo za zunanje zadeve
Republike Slovenije

VSEBINA

- | | | |
|-----|--|-----|
| 89. | Zakon o ratifikaciji Sporazuma med državami članicami Evropske unije, ki so se sestale v okviru Svetja, o varovanju tajnih podatkov, ki se izmenjujejo v interesu Evropske unije (MVTPIEU) | 707 |
| 90. | Zakon o ratifikaciji Sporazuma o zračnem prometu med Kanado ter Evropsko skupnostjo in njenimi državami članicami (MCAESZP) | 714 |
| 91. | Zakon o ratifikaciji Sporazuma med Vlado Republike Slovenije in Vlado Republike Kosovo o sprejemu oseb, katerih prebivanje je nezakonito, in protokola med Vlado Republike Slovenije in Vlado Republike Kosovo o izvajanju Sporazuma med Vlado Republike Slovenije in Vlado Republike Kosovo o sprejemu oseb, katerih prebivanje je nezakonito (BXKSOPN) | 748 |
| 92. | Zakon o ratifikaciji Sporazuma med Vlado Republike Slovenije in Vlado Romunije o medsebojnem varovanju tajnih podatkov (BROMVTP) | 761 |
| 93. | Zakon o ratifikaciji Sporazuma med Ministrstvom za obrambo Republike Slovenije in Ministrstvom za obrambo Republike Azerbajdžan o obrambnem sodelovanju (BAZOS) | 767 |
| 94. | Zakon o ratifikaciji Protokola o spremembah Sporazuma z dne 3. maja 2006 med Republiko Slovenijo in Zvezno republiko Nemčijo o izogibanju dvojnega obdavčevanja v zvezi z davki od dohodka in premoženja (BDEIDOD-A) | 771 |
| 95. | Zakon o ratifikaciji Memoranduma o soglasju med Vlado Republike Slovenije in Vlado Združenih držav Amerike o Fulbrightovem programu izmenjav (BUSFPI-1) | 774 |

Obvestila o začetku oziroma prenehanju veljavnosti mednarodnih pogodb

- | | | |
|-----|--|-----|
| 96. | Obvestilo o začetku veljavnosti Sporazuma med Ministrstvom za zunanje zadeve Republike Slovenije in Prostovoljci Združenih narodov | 777 |
| 97. | Obvestilo o prenehanju veljavnosti Memoranduma o soglasju med Vlado Republike Slovenije in Vlado Črne gore o strokovni pomoči na področju evropskih zadev | 777 |
| 98. | Obvestilo o prenehanju veljavnosti Memoranduma o soglasju med Vlado Republike Slovenije in Vlado Republike Srbije o strokovni pomoči na področju evropskih zadev | 777 |