

- 12. Zakon o dopolnitvi Zakona o ratifikaciji Pogodbe o ustanovitvi Evropskega mehanizma za stabilnost med Kraljevino Belgijo, Zvezno republiko Nemčijo, Republiko Estonijo, Irsko, Helensko republiko, Kraljevino Španijo, Francosko republiko, Italijansko republiko, Republiko Ciper, Velikim vojvodstvom Luksemburg, Malto, Kraljevino Nizozemsko, Republiko Avstrijo, Portugalsko republiko, Republiko Slovenijo, Slovaško republiko in Republiko Finsko (MPUEMS-A)**

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

U K A Z

o razglasitvi Zakona o dopolnitvi Zakona o ratifikaciji Pogodbe o ustanovitvi Evropskega mehanizma za stabilnost med Kraljevino Belgijo, Zvezno republiko Nemčijo, Republiko Estonijo, Irsko, Helensko republiko, Kraljevino Španijo, Francosko republiko, Italijansko republiko, Republiko Ciper, Velikim vojvodstvom Luksemburg, Malto, Kraljevino Nizozemsko, Republiko Avstrijo, Portugalsko republiko, Republiko Slovenijo, Slovaško republiko in Republiko Finsko (MPUEMS-A)

Razlašam Zakon o dopolnitvi Zakona o ratifikaciji Pogodbe o ustanovitvi Evropskega mehanizma za stabilnost med Kraljevino Belgijo, Zvezno republiko Nemčijo, Republiko Estonijo, Irsko, Helensko republiko, Kraljevino Španijo, Francosko republiko, Italijansko republiko, Republiko Ciper, Velikim vojvodstvom Luksemburg, Malto, Kraljevino Nizozemsko, Republiko Avstrijo, Portugalsko republiko, Republiko Slovenijo, Slovaško republiko in Republiko Finsko (MPUEMS-A), ki ga je sprejel Državni zbor Republike Slovenije na seji dne 1. februarja 2013.

Št. 003-02-2/2013-8

Ljubljana, dne 11. februarja 2013

Borut Pahor i.r.
Predsednik
Republike Slovenije

Z A K O N

O DOPOLNITVI ZAKONA O RATIFIKACIJI POGODBE O USTANOVITVI EVROPSKEGA MEHANIZMA ZA STABILNOST MED KRALJEVINO BELGIJO, ZVEZNO REPUBLIKO NEMČIJO, REPUBLIKO ESTONIJO, IRSKO, HELENSKO REPUBLIKO, KRALJEVINO ŠPANIJO, FRANCOSKO REPUBLIKO, ITALIJANSKO REPUBLIKO, REPUBLIKO CIPER, VELIKIM VOJVODSTVOM LUKSEMBURG, MALTO, KRALJEVINO NIZOZEMSKO, REPUBLIKO AVSTRIJO, PORTUGALSKO REPUBLIKO, REPUBLIKO SLOVENIJO, SLOVAŠKO REPUBLIKO IN REPUBLIKO FINSKO (MPUEMS-A)

1. člen

V Zakonu o ratifikaciji Pogodbe o ustanovitvi Evropskega mehanizma za stabilnost med Kraljevino Belgijo, Zvezno republiko Nemčijo, Republiko Estonijo, Irsko, Helensko republiko, Kraljevino Španijo, Francosko republiko, Italijansko republiko, Republiko Ciper, Velikim vojvodstvom Luksemburg, Malto, Kraljevino Nizozemsko, Republiko Avstrijo, Portugalsko republiko, Republiko Slovenijo, Slovaško republiko in Republiko Finsko (Uradni list Republike Slovenije – Mednarodne pogodbe, št. 4/12) se za 2. členom doda nov 2.a člen, ki se glasi:

»2.a člen

Republika Slovenija in druge pogodbenice Pogodbe o ustanovitvi Evropskega mehanizma za stabilnost med Kraljevino Belgijo, Zvezno republiko Nemčijo, Republiko Estonijo, Irsko, Helensko republiko, Kraljevino Španijo, Francosko republiko, Italijansko republiko, Republiko Ciper, Velikim vojvodstvom Luksemburg, Malto, Kraljevino Nizozemsko, Republiko Avstrijo, Portugalsko republiko, Republiko Slovenijo, Slovaško republiko in Republiko Finsko, podpisane 2. februarja 2012 v Bruslju, so v zvezi s to pogodbo Generalnemu sekretariatu Sveta Evropske unije kot njenemu depozitarju poslale interpretativno izjavo, ki se v izvorniku v slovenskem jeziku glasi:**

** Besedilo interpretativne izjave v angleškem, estonskem, finskem, francoskem, grškem, irskem, italijanskem, malteškem, nemškem, nizozemskem, portugalskem, slovaškem, španskem in švedskem jeziku je na vpogled v Sektorju za mednarodno pravo Ministrstva za zunanje zadeve.

»Predstavniki pogodbenic Pogodbe o ustanovitvi evropskega mehanizma za stabilnost, podpisane 2. februarja 2012, ki so se sestali v Bruslju 27. septembra 2012, so se dogovorili o naslednji razlagalni izjavi:

'Člen 8(5) Pogodbe o ustanovitvi evropskega mehanizma za stabilnost (v nadaljnjem besedilu: Pogodba) omejuje vsa plačila za odgovornost članic EMS iz Pogodbe v smislu, da se nobena določba Pogodbe ne sme razlagati tako, da vodi k plačilnim obveznostim, ki bi bile višje od ustreznega deleža odobrenega delniškega kapitala vsake članice EMS, kot je določeno v Prilogi II Pogodbe, in sicer brez predhodnega soglasja predstavnika vsake članice in ob ustreznem upoštevanju notranjih postopkov.

Člen 32(5), člen 34 in člen 35(1) Pogodbe ne preprečuje posredovanja izčrpnih informacij nacionalnim parlamentom, kot je opredeljeno v notranjih predpisih.

Zgoraj navedeni elementi so bistvena osnova za soglasje držav pogodbenic, da so določbe Pogodbe zanje zavezujoče.'«.

2. člen

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

Št. 411-05/13-1/9

Ljubljana, dne 1. februarja 2013

EPA 887-VI

Državni zbor
Republike Slovenije
Romana Tomc l.r.
Podpredsednica

13. Zakon o ratifikaciji Sporazuma med Vlado Republike Slovenije in Vlado Republike Srbije o policijskem sodelovanju (BRSPS)

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

U K A Z**o razglasitvi Zakona o ratifikaciji Sporazuma med Vlado Republike Slovenije in Vlado Republike Srbije o policijskem sodelovanju (BRSPS)**

Razglašam Zakon o ratifikaciji Sporazuma med Vlado Republike Slovenije in Vlado Republike Srbije o policijskem sodelovanju (BRSPS), ki ga je sprejel Državni zbor Republike Slovenije na seji dne 1. februarja 2013.

Št. 003-02-2/2013-6
Ljubljana, dne 11. februarja 2013

Borut Pahor l.r.
Predsednik
Republike Slovenije

Z A K O N**O RATIFIKACIJI SPORAZUMA MED VLADO REPUBLIKE SLOVENIJE IN VLADO REPUBLIKE SRBIJE O POLICIJSKEM SODELOVANJU (BRSPS)****1. člen**

Ratificira se Sporazum med Vlado Republike Slovenije in Vlado Republike Srbije o policijskem sodelovanju, sklenjen v Ljubljani 14. novembra 2012.

2. člen

Besedilo sporazuma se v izvorniku v slovenskem in angleškem jeziku glasi¹:

S P O R A Z U M**MED VLADO REPUBLIKE SLOVENIJE
IN VLADO REPUBLIKE SRBIJE
O POLICIJSKEM SODELOVANJU**

Vlada Republike Slovenije in Vlada Republike Srbije (v nadaljnjem besedilu: pogodbenici) sta se

v prizadevanju, da prispevata k razvoju dvostranskih odnosov,

ob upoštevanju Konvencije Sveta Evrope o varstvu posameznikov glede na avtomatsko obdelavo osebnih podatkov, sklenjene 28. januarja 1981 v Strasbourgu, in Priporočila Odbora ministrov Sveta Evrope št. R (87) 15 z dne 17. septembra 1987, ki ureja uporabo osebnih podatkov v policijskem sektorju in se nanaša tudi na primere neavtomatske obdelave podatkov,

v želji, da poglobita in okrepiata policijsko sodelovanje, dogovorili:

1. člen**Obseg sodelovanja**

(1) Pogodbenici v skladu z notranjo zakonodajo okrepiata sodelovanje pri preprečevanju nevarnosti in zagotavljanju javne varnosti, zlasti javnega reda in prometne varnosti, in pri preprečevanju, odkrivanju in preiskovanju kaznivih dejanj, zlasti organiziranega kriminala, terorizma, trgovine z ljudmi in nezakonitih migracij, računalniške kriminalitete, nezakonite trgovine s prepovedanimi drogami, psihotropnimi snovmi in predhodnimi sestavinami, ter drugih kaznivih dejanj mednarodne narave (v nadaljnjem besedilu: policijsko sodelovanje).

A G R E E M E N T**BETWEEN THE GOVERNMENT OF THE
REPUBLIC OF SLOVENIA AND THE
GOVERNMENT OF THE REPUBLIC OF SERBIA
ON POLICE COOPERATION**

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

endeavouring to contribute to the development of bilateral relations;

observing the Council of Europe Convention for the Protection of Individuals with regard to Automatic Processing of Personal Data done at Strasbourg on 28 January 1981 and Recommendation no. R(87)15 of the Committee of Ministers of the Council of Europe of 17 September 1987 regulating the use of personal data in the police sector, which also refers to the cases where the data is not processed automatically; desiring to intensify and enhance police cooperation; have agreed as follows:

Article 1**Scope of Cooperation**

(1) The Contracting Parties shall, in accordance with their national legislation, foster their cooperation towards preventing danger and ensuring public safety, particularly regarding public order and traffic safety, as well as the prevention, detection and investigation of criminal offences, especially organised crime, terrorism, people trafficking and illegal migration, computer crime, illicit trafficking in narcotic drugs, psychotropic substances and precursors, as well as other criminal offences of international character (hereinafter referred to as police cooperation).

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

(2) Pogodbenici sodelujeta zlasti v primerih, ko so kazniva dejanja storjena ali priprave nanje potekajo ali so potekale na ozemlju države ene od pogodbenic, podatki pa kažejo, da obstaja verjetnost, da se podobna kazniva dejanja ali priprave nanje izvajajo ali so se izvajala na ozemlju države druge pogodbenice.

2. člen

Oblike sodelovanja

(1) Policijsko sodelovanje med pogodbenicama temelji na načelu vzajemnosti in obsega izmenjavo informacij, vključujoč osebne podatke, ter druge ukrepe v skladu z namenom tega sporazuma in notranjo zakonodajo pogodbenic ter sprejetimi mednarodnimi obveznostmi.

(2) Policijsko sodelovanje obsega ob upoštevanju načela vzajemnosti tudi sodelovanje pri vseh oblikah policijskega opazovanja, kontroliranih pošiljkah, prikitem delovanju, zaščiti prič, v skupnih preiskovalnih skupinah, sodelovanje v primerih ugrabitve talcev in pogajanjih, pri ocenah ogroženosti javne varnosti ob večjih dogodkih, varnosti cestnega prometa, usposabljanju in napotitvi uradnikov za zvezo.

(3) Policijsko sodelovanje obsega ob upoštevanju načela vzajemnosti tudi izmenjavo izkušenj o ukrepih za preprečevanje kriminala in boj proti njemu, skupne analize stanja na področju kriminala, izmenjavo strokovnjakov, zagotavljanje informacij in dejstev o stanju ter gibanjih na področju kriminala v obeh državah.

3. člen

Izmenjava osebnih podatkov

Za izvajanje tega sporazuma si pogodbenici skladno s svojo notranjo zakonodajo lahko izmenjujeta naslednje osebne podatke:

a) osebne podatke posameznikov, ki sodelujejo pri storitvi kaznivega dejanja ali pripravi nanj, in drugih posameznikov, povezanih s storitvijo kaznivega dejanja: priimek, prejšnji priimek, ime, druga imena (psevdonimi, vzdevki), spol, datum in kraj rojstva, prebivališče, sedanja in prejšnja državljanstva ter biometrične podatke posameznika;

b) podatke o dokumentu, ki potrjuje identiteto posameznika iz točke a) tega člena, tj. potnega lista ali drugega potovalnega dokumenta (številka, datum izdaje, organ izdaje, kraj izdaje, obdobje veljavnosti, območje veljavnosti);

c) podatke o prstnem odtisu ali odtisu dlani osebe, ki je vpletena v storitev kaznivega dejanja, profil ali vzorec DNK, osebni opis, fotografijo;

d) podatke, ki jih lahko zbirajo, obdelujejo ali si jih izmenjujejo policijski organi.

4. člen

Pristojna organa

(1) Pristojna organa za izvajanje tega sporazuma sta:

v Republiki Sloveniji: Ministrstvo za notranje zadeve, Generalna policijska uprava, in

v Republiki Srbiji: Ministrstvo za notranje zadeve, Generalna policijska uprava.

(2) Zaposila za sodelovanje si pristojna organa izmenjujeta neposredno. Pristojna organa se o načinih sporočanja dogovorita za vsak posamezen primer.

(3) Zaposila in odgovori nanje se praviloma pošiljajo pisno. Za pošiljanje osebnih podatkov se izbere način pošiljanja, ki ustreza občutljivosti takšnih podatkov. V nujnih primerih so dovoljena ustna zaposila, ki jim nemudoma sledi pisno zaposilo.

(2) The Contracting Parties shall cooperate especially in cases when criminal offences are committed or preparations for criminal offences are taking place, or have taken place, on the territory of the State of one of the Contracting Parties and there is an indication of a possibility that similar offences or preparations for similar offences are taking place, or have taken place, on the territory of the State of the other Contracting Party.

Article 2

Forms of Cooperation

(1) Police cooperation between the Contracting Parties shall be based on the principle of reciprocity and shall encompass the exchange of information, including personal data, and other measures in accordance with the purpose of this Agreement and the national legislation of the Contracting Parties and international obligations undertaken.

(2) Police cooperation, in accordance with the principle of reciprocity, shall also encompass cooperation in all forms of police surveillance, controlled delivery, undercover operations, witness protection, joint investigation teams, cooperation in cases of hostage taking situations and negotiations, public security threat assessments for major events, road traffic safety, training and secondment of liaison officers.

(3) Police cooperation, in accordance with the principle of reciprocity, shall also encompass the exchange of experience on measures for preventing and combating crime, joint analyses of the crime situation, exchange visits by experts, sharing information and facts on the crime situation and trends in the two states.

Article 3

Exchange of Personal Data

To implement this Agreement the Contracting Parties may exchange the following personal data in accordance with their national legislation:

a) personal data of individuals taking part in the commission or preparation of a criminal offence and their connections as regards the commission of a criminal offence: surname, former surname, first name, other names (aliases, nicknames), gender, date and place of birth, residence, current and former nationalities, and biometric data of an individual;

b) data on the document proving the identity of the individual under item a) of this Article, i.e. a passport or another travel document (number, date of issue, the issuing authority, place of issue, validity period, area of validity);

c) data referring to a fingerprint or palm print of a person involved in the commission of a criminal offence, DNA profile or sample, personal description, photograph;

d) data that police authorities are authorised to collect, process and exchange.

Article 4

Competent Authorities

(1) The Competent Authorities for the implementation of this Agreement shall be:

in the Republic of Slovenia: Ministry of the Interior, General Police Directorate, and

in the Republic of Serbia: Ministry of the Interior, General Police Directorate.

(2) Requests for cooperation shall be exchanged directly by the Competent Authorities. The modalities of communication shall be agreed by the Competent Authorities on a case-by-case basis.

(3) As a rule, requests and replies to them shall be submitted in writing. If personal data are submitted, such modality of submission shall be selected which takes into account the sensitivity of such data. Verbal requests are permissible in urgent cases, but shall be followed by a written request without delay.

(4) Pristojna organa pogodbenic lahko v skladu s svojo notranjo zakonodajo za vsak posamezni primer izmenjata informacije tudi brez zaprosila, če se na podlagi ugotovljenih dejstev upravičeno domneva, da so take informacije potrebne za preprečitev konkretnih groženj za javno varnost in javni red ali za preiskovanje kaznivih dejanj ali da lahko pripomorejo k predložitvi zaprosila za pravno pomoč.

(5) Pristojna organa se sporazumevata v angleščini, če ni dogovorjeno drugače.

(6) Pogodbenici si podatke za sporočanje izmenjata po diplomatski poti.

5. člen

Varstvo osebnih podatkov

(1) Pristojna organa pogodbenic se v skladu s svojo notranjo zakonodajo zavezujeta, da bosta zagotavljala takšno raven varstva osebnih podatkov, da bodo izpolnjeni pogoji iz Konvencije o varstvu posameznikov glede na avtomatsko obdelavo osebnih podatkov.

(2) V tem sporazumu:

a) »osebni podatek« pomeni vsak podatek, ki se nanaša na določeno ali določljivo fizično osebo (»posameznik, na katerega se podatki nanašajo«); določljiva oseba je oseba, ki jo je mogoče neposredno ali posredno določiti, tudi na podlagi glasu, posnetkov, telesnih značilnosti ali videza, zlasti pa na podlagi identifikacijske številke ali enega ali več dejavnikov, značilnih za njeno fizično, fiziološko, psihološko, ekonomsko, kulturno ali socialno identiteto;

b) »obdelava osebnih podatkov« pomeni vsak postopek ali niz postopkov, ki se izvajajo z osebnimi podatki, z avtomatiziranimi sredstvi ali brez njih, kot so zbiranje, evidentiranje, prepisovanje, razmnoževanje, kopiranje, prenos, iskanje, razvrščanje, shranjevanje, ločevanje, uparjanje, združevanje, prilagajanje, spreminjanje, zagotavljanje, uporaba, omogočanje dostopa, razkrivanje, objava, širjenje, organiziranje, ohranjanje, urejanje, razkritje s prenosom ali kako drugače, zadrževanje, premeščanje ali druga dejanja, s katerimi se onemogoči dostop do podatkov, ter druga dejanja, ki se izvajajo v povezavi s takimi podatki.

(3) Za obdelavo osebnih podatkov, ki se pošiljajo po tem sporazumu, se uporabljajo naslednje določbe:

a) pogodbenica prejemnica lahko obdeluje osebne podatke le za namene tega sporazuma in v skladu z zahtevami, ki jih določijo pogodbenica, ki je podatke poslala;

b) pogodbenica, ki je podatke poslala, zagotovi, da so podatki točni, popolni in osveženi ter primerni, ustrezni in ne preobsežni glede na namene pošiljanja. Pri tem upošteva omejitve, ki jih glede sporočanja podatkov določa notranja zakonodaja. Podatki se ne sporočajo, če pristojna organa upravičeno domnevata, da bi se s tem kršila notranja zakonodaja ali bi to škodovalo interesom pogodbenic, ki jih je smiselno zaščititi;

c) osebne podatke lahko uporabljajo le pravosodni in drugi pristojni organi, ki smejo v skladu z notranjo zakonodajo osebne podatke obdelovati za namene tega sporazuma;

d) pristojni organi pogodbenice prejemnice smejo uporabiti osebne podatke za druge namene le ob izrecni predhodni in pisni privolitvi pristojnih organov pogodbenice, ki je podatke poslala, in v skladu z notranjo zakonodajo pogodbenice prejemnice;

e) pogodbenici se obvestita o organu, ki nadzoruje obdelavo in izmenjavo osebnih podatkov;

f) sporočanje osebnih podatkov drugim pristojnim organom pogodbenice se dovoli le ob izrecni predhodni in pisni privolitvi pogodbenice, ki je podatke poslala;

(4) The Competent Authorities of the Contracting Parties, in accordance with their national legislation, may exchange information without request on a case-by-case basis, if it is reasonably assumed that, on the grounds of established facts, such information is necessary to eliminate concrete threats to public safety and public order or to investigate criminal offences or that the information may lead to submitting a request for legal assistance.

(5) The Competent Authorities shall communicate in English, unless otherwise agreed.

(6) The Contracting Parties shall exchange the information needed for communication through diplomatic channels.

Article 5

Personal Data Protection

(1) Pursuant to their national legislation, the Competent Authorities of the Contracting Parties commit themselves to ensuring a personal data protection level meeting the conditions of the Convention for the Protection of Individuals with regard to Automatic Processing of Personal Data.

(2) For the purposes of this Agreement:

a) "personal data" shall mean any information relating to an identified or identifiable natural person ("data subject"); an identifiable person is one who can be identified, directly or indirectly, also with reference to sound, images, body elements or aspects, in particular by reference to an identification number or to one or more factors specific to his physical, physiological, mental, economic, cultural or social identity;

b) "processing of personal data" shall mean any operation or set of operations which is performed upon personal data, whether or not by automatic means, such as collection, recording, transcription, multiplication, copying, transmission, searching, classification, storage, separation, crossing, merging, adaptation, modification, provision, use, granting access, disclosure, publication, dissemination, organising, keeping, editing, disclosure through transmission or otherwise, withholding, dislocation or other actions aimed at rendering the data inaccessible, as well as other actions carried out in connection with such data.

(3) As regards the processing of personal data transmitted pursuant to this Agreement, the following provisions shall apply:

a) personal data may only be processed by the receiving Contracting Party for the purposes mentioned in this Agreement, and in accordance with the conditions imposed by the Contracting Party which transmitted the data;

b) the Contracting Party which transmitted the data shall ensure that data are accurate, complete and updated as well as adequate, relevant and not excessive in relation to the purposes for which they are transmitted. In doing so, it shall observe any bans on data communication imposed by the national legislation. The data shall not be communicated if the Competent Authorities have any grounds to assume that this could violate the national legislation or impair interests of the parties concerned which are worthy of protection;

c) personal data may only be used by the judicial and other competent authorities that are authorized by national legislation to process personal data for the purposes mentioned in this Agreement;

d) the use of personal data for further purposes by the competent authorities of the receiving Contracting Party shall only be authorized after prior express and written approval of the Competent Authorities of the Contracting Party which transmitted the data and in accordance with the national legislation of the receiving Contracting Party;

e) the Contracting Parties shall inform each other about the authority supervising the processing and exchange of personal data;

f) the communication of personal data to other competent authorities of one Contracting Party shall only be authorized after prior express and written approval of the Contracting Party which transmitted the data;

g) nadaljnji prenos osebnih podatkov drugim organom tretje države za namene tega sporazuma se dovoli le, če je v skladu z notranjo zakonodajo in ob predhodnem soglasju pogodbenice, ki je podatke poslala. Če je prenos podatkov bistvenega pomena za preprečitev neposredne in resne grožnje za javno varnost ali temeljne interese pogodbenice prejemnice, soglasja pa ni mogoče dobiti pravočasno, se lahko v posameznem primeru prenos opravi brez predhodnega soglasja ob izvajanju dodatnih varovalnih ukrepov. Država pošiljateljica mora biti o tem nemudoma obveščena;

h) pogodbenici zagotovita, da se podatki ne hranijo dlje, kot je potrebno za namene njihovega pošiljanja. Pristojni organ pogodbenice pošiljateljice obvesti pristojni organ pogodbenice prejemnice o posebnih rokih za izbris, ki jih za poslano podatke določa notranja zakonodaja. Če se ugotovi, da so bili poslani nepravilni podatki ali da so bili podatki poslani nezakonito, pogodbenica o tem nemudoma obvesti drugo pogodbenico. Če se potrdi, da so poslani podatki netočni, pogodbenica, ki podatke obdeluje, sprejme ustrezne ukrepe in podatke popravi. Če pogodbenica podatke pošlje nezakonito ali pomotoma, jih pogodbenica prejemnica izbriše takoj, ko to izve;

i) vsako pošiljanje in prejem osebnih podatkov je treba evidentirati in dokumentirati. Ti podatki morajo biti na voljo nadzornemu organu, ki je odgovoren za obdelavo podatkov ter integriteto in varnost podatkov;

j) posameznik, na katerega se podatki nanašajo, ima pravico do vpogleda v poslano podatke, njihovega popravka in/ali izbrisa. V ta namen mora imeti pogodbenica, v kateri posameznik uveljavlja to pravico, na voljo posebne in dostopne postopke, ki omogočajo izvrševanje njegovih pravic.

6. člen

Izmenjava in vzajemno varstvo tajnih podatkov

Pogodbenici si za namene tega sporazuma izmenjujeta tajne podatke in jih varujeta v skladu z določbami posebnega sporazuma o vzajemni izmenjavi in varstvu tajnih podatkov.

7. člen

Izjeme

(1) Če pogodbenica meni, da lahko ukrepanje na podlagi določenega zaprosila ali izvajanje posebnih ukrepov pri sodelovanju po tem sporazumu omeji njeno suverenost, ogrozi njeno nacionalno varnost ali druge pomembne interese ali krši notranjo zakonodajo, sporoči drugi pogodbenici, da v celoti ali delno odklanja sodelovanje ali da je zanj določila posebne pogoje.

(2) Pogodbenico, ki pošlje tako zaprosilo, je treba čim prej obvestiti o razlogih, zakaj zaprosila ni mogoče izpolniti v celoti ali deloma.

8. člen

Stroški

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

9. člen

Izvedbeni protokoli

Pogodbenici se lahko dogovorita o protokolih za namene izvajanja tega sporazuma.

g) onward transfers of personal data to other authorities of a Third Country for the purposes mentioned in this Agreement shall only be permitted in compliance with the national legislation and with the prior consent of the Contracting Party which transmitted the data. If the transfer of the data is essential for the prevention of an immediate and serious threat to public security or to essential interests of the receiving Contracting Party and consent cannot be obtained in time, the transfer can occur without prior consent, on a case-by-case basis, subject to further safeguards. The transmitting Country must be informed without delay;

h) the Contracting Parties shall ensure that data are kept for no longer than necessary with a view to the purposes for which data are transmitted; the Competent Authorities of the transmitting Contracting Party shall notify the Competent Authorities of the receiving Contracting Party of any particular periods of erasure under the national legislation concerning the transferred personal data. If it emerges that incorrect data have been transmitted or data have been unlawfully transmitted, each Contracting Party must notify the other Contracting Party without delay. Where it is confirmed that data transmitted is inaccurate, each Contracting Party processing the data shall take the necessary measures to rectify the information. In the case of an unlawful or erroneous transmission by a Contracting Party, the receiving Contracting Party shall delete the data immediately upon becoming aware of such an event;

i) all transmissions and receptions of personal data are to be logged or documented. The data must be kept at disposal to the supervisory authority in charge of ensuring data processing as well as data integrity and security;

j) the rights to access the transferred data, to have them rectified and/or erased shall be granted to the individual the data refer to. To this end the Contracting Party before which the said individual invokes this right must have in place specific and accessible procedures enabling him/her to exercise his/her rights.

Article 6

Exchange and Mutual Protection of Classified Information

The Contracting Parties shall exchange and protect classified information for the purposes of this Agreement in accordance with the provisions of a separate agreement on the exchange and mutual protection of classified information.

Article 7

Exceptions

(1) If one Contracting Party believes that acting upon a specific request or taking specific cooperation measures under this Agreement may limit its sovereignty, threaten its national security or other important interests or violate the national legislation, that Contracting Party shall inform the other Contracting Party that it refuses, in whole or in part, cooperation or imposes certain conditions for it.

(2) The Contracting Party that sends such a request shall be informed as soon as possible of the reasons why the request cannot be complied with in whole or in part.

Article 8

Expenses

Each Contracting Party shall bear the expenses incurred by its own authorities in implementing this Agreement.

Article 9

Implementing Protocols

The Contracting Parties may agree on protocols for the purpose of implementing this Agreement.

10. člen**Reševanje sporov**

Spori glede izvajanja tega sporazuma, ki jih ni mogoče rešiti s posvetovanjem med pristojnima organoma pogodbenic, se rešujejo po diplomatski poti.

11. člen**Razmerje do drugih mednarodnih sporazumov**

(1) Določbe tega sporazuma ne vplivajo na druge dvostranske ali večstranske sporazume, ki zavezujejo pogodbenici.

(2) Ta sporazum ne vpliva na mednarodno pravno pomoč v kazenskih zadevah ali na izročitve.

12. člen**Končne določbe**

(1) Ta sporazum začne veljati trideseti dan po dnevu prejema zadnjega uradnega obvestila, s katerim se pogodbenici obvestita o izpolnitvi notranjepravnih zahtev za začetek njegove veljavnosti.

(2) Pogodbenici se o spremembah tega sporazuma dogovorita pisno.

(3) Z začetkom veljavnosti tega sporazuma preneha veljati Sporazum med Vlado Republike Slovenije in Zvezno vlado Zvezne republike Jugoslavije o sodelovanju v boju proti organiziranemu kriminalu, nezakoniti trgovini z mamili, psihotropnimi snovmi in predhodnimi sestavinami, terorizmu in drugim hujšim kaznivim dejanjem, sklenjen v Ljubljani 6. aprila 2001.

(4) Sporazum se sklene za nedoločen čas. Vsaka pogodbenica ga lahko kadar koli odpove z uradnim obvestilom po diplomatski poti. Odpoved začne veljati šest mesecev po datumu prejema takšnega uradnega obvestila.

Sklenjeno v Ljubljani dne 14. novembra 2012 v dveh izvirnikih v slovenskem, srbskem in angleškem jeziku, pri čemer so vsa besedila enako verodostojna. Ob razlikah pri razlagi prevlada angleško besedilo.

Za Vlado
Republike Slovenije
Vinko Gorenak l.r.

Za Vlado
Republike Srbije
Ivica Dačić l.r.

For the Government
of the Republic of Slovenia
Vinko Gorenak (s)

For the Government
of the Republic of Serbia
Ivica Dačić (s)

3. člen

Za izvajanje sporazuma skrbi ministrstvo, pristojno za notranje zadeve.

4. člen

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

Št. 210-01/12-12/12
Ljubljana, dne 1. februarja 2013
EPA 439-VI

Državni zbor
Republike Slovenije
Romana Tomc l.r.
Podpredsednica

Article 10**Settlement of Disputes**

Disputes regarding the implementation of this Agreement that cannot be settled through consultations between the Competent Authorities of the Contracting Parties shall be settled through diplomatic channels.

Article 11**Relation to Other International Agreements**

(1) The provisions of this Agreement shall not affect any bilateral or multilateral agreements binding the Contracting Parties.

(2) This Agreement shall not affect international legal assistance in criminal matters or extraditions.

Article 12**Final Provisions**

(1) This Agreement shall enter into force on the thirtieth day following the day of the receipt of the later notification by which the Contracting Parties inform each other of the fulfilment of the internal legal requirements for its entry into force.

(2) The Contracting Parties shall agree in writing to any amendments to this Agreement.

(3) Upon entry into force of this Agreement, the Agreement between the Federal Government of the Federal Republic of Yugoslavia and the Government of the Republic of Slovenia on Cooperation in the Fight against Organised Crime, Illicit Drugs, Psychotropic Substances and Precursors Trafficking, Terrorism and other Serious Crimes done at Ljubljana on 6 April 2001 shall cease to have effect.

(4) This Agreement is concluded for an indefinite period of time. Either Contracting Party may terminate it by sending a notification through diplomatic channels. The termination shall become effective six months following the date when the notification of such termination is received.

Done at Ljubljana on 14 November 2012 in two original copies in the Slovene, Serbian and English languages, all texts being equally authentic. In case of divergence in interpretation the English text shall prevail.

14. Zakon o ratifikaciji Sporazuma med Vlado Republike Slovenije in Vlado Republike Kosovo o medsebojni pomoči pri carinskih zadevah (BXKMPCZ)

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 medsebojni pomoči pri carinskih zadevah (BXKMPCZ)**

Razglašam Zakon o ratifikaciji Sporazuma med Vlado Republike Slovenije in Vlado Republike Kosovo o medsebojni pomoči pri carinskih zadevah (BXKMPCZ), ki ga je sprejel Državni zbor Republike Slovenije na seji dne 1. februarja 2013.

Št. 003-02-2/2013-4

Ljubljana, dne 11. februarja 2013

Borut Pahor l.r.
Predsednik
Republike Slovenije

Z A K O N**O RATIFIKACIJI SPORAZUMA MED VLADO REPUBLIKE SLOVENIJE IN VLADO REPUBLIKE KOSOVO O MEDSEBOJNI POMOČI PRI CARINSKIH ZADEVAH (BXKMPCZ)**

1. člen

Ratificira se Sporazum med Vlado Republike Slovenije in Vlado Republike Kosovo o medsebojni pomoči pri carinskih zadevah, podpisan v Ljubljani 23. junija 2011.

2. člen

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

A G R E E M E N T**BETWEEN THE GOVERNMENT
OF THE REPUBLIC OF SLOVENIA
AND THE GOVERNMENT OF THE REPUBLIC
OF KOSOVO ON MUTUAL ASSISTANCE
IN CUSTOMS MATTERS**

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

Considering that contraventions against customs legislation are prejudicial to the economic, fiscal and commercial interests of their respective countries;

Considering the importance of ensuring accurate assessment of customs duties and other taxes on the importation and exportation of goods, as well as accurate determination of the value and origin of such goods;

Considering the importance of Customs for the protection of the safety and health of citizens and of the environment;

Recognizing the need for international cooperation in matters relating to the implementation and enforcement of customs legislation;

Convinced that prevention of contraventions against customs legislation can be made more effective by cooperation between their customs authorities;

Recognising that Customs has an important role in ensuring surveillance and safety concerning the international chain of supply;

Having regard to the Convention on Psychotropic Substances, 1971, and the United Nations Convention against Illicit Traffic in Narcotic Drugs and Psychotropic Substances, 1988, including those listed in the Annex to the aforesaid Convention and its subsequent amendments;

Having regard to the Recommendation of the Customs Cooperation Council on Mutual Administrative Assistance of 5 December, 1953;

Have agreed as follows:

S P O R A Z U M**MED VLADO REPUBLIKE SLOVENIJE
IN VLADO REPUBLIKE KOSOVO
O MEDSEBOJNI POMOČI
PRI CARINSKIH ZADEVAH**

Vlada Republike Slovenije in Vlada Republike Kosovo, v nadaljevanju »pogodbenici«, sta se

glede na to, da je kršenje carinske zakonodaje škodljivo za gospodarske, davčne in trgovinske interese njunih držav,

glede na pomembnost zagotavljanja pravilne odmere carin in drugih davkov na uvoz in izvoz blaga ter natančnega določanja vrednosti in porekla takega blaga,

glede na pomen carine za varnost in zdravje državljanov ter varovanje okolja,

ker priznavata potrebo po mednarodnem sodelovanju pri zadevah, ki se nanašajo na izvajanje in uveljavljanje carinske zakonodaje,

ker sta prepričani, da je mogoče s sodelovanjem med njunima carinskima organoma učinkoviteje preprečevati kršitve carinske zakonodaje,

ker ima carina pomembno vlogo pri zagotavljanju nadzora nad mednarodno oskrbovalno verigo in njene varnosti,

ob upoštevanju Konvencije o psihotropnih substancah, 1971, in Konvencije Združenih narodov proti prepovedani trgovini z mamili in psihotropnimi substancami, 1988, vključno s tistimi, ki so navedene v prilogi k tej konvenciji in njenih spremembah,

ob upoštevanju Priporočila Sveta za carinsko sodelovanje o medsebojni upravni pomoči z dne 5. decembra 1953

dogovorili:

Article 1 Definitions

For the purposes of this Agreement:

1. "Customs legislation" shall mean laws and regulations enforced by the customs authorities of the Contracting Parties by virtue of regulations the implementation of which is within full or partial competence of the customs authorities concerning, in particular, the importation, exportation, and transit of goods, as they relate to customs duties, charges, and other control measures with regard to the movement of goods across national boundaries;

2. "Customs duties" shall mean all duties, taxes, fees and/or other charges, which are levied and collected in the territories of the Contracting Parties in application of the customs legislation, but not including fees and charges relating to the costs of services rendered;

3. "Applicant authority" shall mean the customs authority that makes a request for assistance pursuant to this Agreement or that receives such assistance;

4. "Requested authority" shall mean the customs authority that receives a request for assistance pursuant to this Agreement or that renders such assistance;

5. "Contravention" shall mean any violation of customs legislation, as well as any attempted violation of such legislation;

6. "Customs Authority" shall mean in the Republic of Slovenia, the Ministry of Finance – Customs Administration of the Republic of Slovenia (Ministrstvo za finance – Carinska uprava Republike Slovenije) and in the Republic of Kosovo – Kosovo Customs;

7. "Personal data" shall mean any information relating to an identified or identifiable individual;

8. "Information" shall mean any data, whether or not processed or analyzed, and documents, reports and other communications in any format, including electronic, or certified or authenticated copies thereof;

9. "Person" shall mean both natural and legal person.

Article 2 Scope of the Agreement

1. The Contracting Parties shall, under the conditions and modalities laid down in this Agreement, assist each other in ensuring the correct application of customs legislation, in order to:

- prevent and detect contraventions of customs legislation, and

- prosecute and punish those who infringe customs legislation.

2. All assistance under this Agreement shall be rendered in accordance with the domestic law of the requested Contracting Party and within the competence and available resources of the Customs Administration.

3. This Agreement is without prejudice to the obligations of the Republic of Slovenia under the legislation of the European Union concerning its present and future obligations as a Member State of the European Union and any legislation enacted to implement those obligations, as well as its present and future obligations resulting from international agreements between the Member States of the European Union.

Article 3 Assistance on request

1. At the request of the applicant authority, the requested authority shall furnish it with all relevant information to enable it to ensure that customs legislation is correctly applied, including *inter alia*, information regarding the transportation and shipment of goods, the disposition and destination of such goods, as well as their value and origin and information regarding acts committed or planned that contravene or could contravene such legislation.

1. člen Opredelitev pojmov

V tem sporazumu:

1. »carinska zakonodaja« pomeni zakone in predpise, ki jih izvajata carinska organa pogodbenic na podlagi predpisov, katerih izvajanje je v popolni ali delni pristojnosti carinskih organov, predvsem pri uvozu, izvozu in tranzitu blaga ter se nanašajo na carinske in druge dajatve ter druge ukrepe nadzora pri pretoku blaga čez državne meje;

2. »carinske dajatve« pomenijo vse carine, davke, pristojbine in/ali druge dajatve, ki se odmerjajo in pobirajo na ozemljih pogodbenic pri uporabi carinske zakonodaje, ne vključujejo pa pristojbin in dajatev za stroške opravljenih storitev;

3. »organ prosilec« pomeni carinski organ, ki zaprosi za pomoč na podlagi tega sporazuma ali prejme tako pomoč;

4. »zaprošeni organ« pomeni carinski organ, ki prejme zaprosilo za pomoč na podlagi tega sporazuma ali da tako pomoč;

5. »kršitev« pomeni vsako kršitev carinske zakonodaje in vsak poskus kršitve take zakonodaje;

6. »carinski organ« pomeni v Republiki Sloveniji Ministrstvo za finance – Carinsko upravo Republike Slovenije in v Republiki Kosovo Carino Kosovo;

7. »osebni podatki« pomenijo katere koli podatke, ki se nanašajo na določenega ali določljivega posameznika;

8. »informacije« pomenijo katere koli podatke, obdelane ali neobdelane ali analizirane, ter dokumente, poročila in druga sporočila v kateri koli obliki, tudi elektronski, ali pa njihove overjene kopije;

9. »oseba« pomeni fizično ali pravno osebo.

2. člen Področje uporabe sporazuma

1. Pogodbenici si na način in pod pogoji, navedenimi v tem sporazumu, pomagata pri zagotavljanju pravilne uporabe carinske zakonodaje, da bi:

- preprečevali in odkrivali kršitve carinske zakonodaje ter

- preganjali in kaznovali kršilce carinske zakonodaje.

2. Vsa pomoč po tem sporazumu je dana v skladu z notranjim pravom zaprosene pogodbenice ter v okviru pooblastil in razpoložljivih sredstev carinske uprave.

3. Ta sporazum ne vpliva na obveznosti Republike Slovenije po zakonodaji Evropske unije, ki se nanašajo na njene sedanje in prihodnje obveznosti kot države članice Evropske unije, in na kakršno koli zakonodajo, sprejeto za izvajanje teh obveznosti, pa tudi ne na njene sedanje in prihodnje obveznosti, ki izhajajo iz mednarodnih sporazumov med državami članicami Evropske unije.

3. člen Pomoč na zaprosilo

1. Na zaprosilo organa prosilca mu zaprošeni organ pri skrbi vse ustrezne podatke, ki mu omogočijo, da zagotovi pravilno uporabo carinske zakonodaje, med drugim tudi podatke o prevozu in odpremi blaga, razporejanju in namembnem kraju ter o njegovi vrednosti in poreklu, pa tudi podatke o storjenih ali načrtovanih dejanjih, s katerimi se krši ali bi se lahko kršila taka zakonodaja.

2. At the request of the applicant authority, the requested authority shall inform it whether the goods exported from the territory of one of the Contracting Parties have been properly imported into the territory of the other Contracting Party, specifying, where appropriate, the customs procedure applied to the goods.

3. At the request of the applicant authority, the requested authority shall take the necessary measures to ensure that surveillance is kept on:

a) natural or legal persons of whom there are reasonable grounds for believing that they are contravening or have contravened customs legislation in the territory of the applicant Contracting Party;

b) places in which goods are stored in such a way as to give grounds for suspecting that there is an intention illicitly to import them into the territory of the applicant Contracting Party;

c) the movement of goods notified by the applicant authority as possibly giving rise to substantial contraventions of customs legislation in the territory of the applicant Contracting Party;

d) means of transport for which there are reasonable grounds for believing that they have been, are or could be used in the contravening of customs legislation in the territory of the applicant Contracting Party.

Article 4

Spontaneous assistance

In cases that could involve substantial damage to the economy, public health, public security or that could jeopardize the security of the international chains of supply or other vital interests of one of the Contracting Parties, the customs authorities shall immediately on its own initiative inform each other thereof.

Article 5

Technical assistance

1. Assistance, provided for in this Agreement shall include *inter alia* information regarding:

a) enforcement measures that may be of use in the prevention of contraventions;

b) new methods used in committing contraventions;

c) observations and findings resulting from the successful application of new enforcement aids and techniques, and

d) new techniques and improved methods of processing passengers and cargo.

2. The customs authorities of the Contracting Parties shall, if not contrary to their domestic law, also seek to cooperate in:

a) initiating, developing, or improving specific training programs for their personnel;

b) establishing and maintaining channels of communication between them in order to facilitate secure and rapid exchange of information;

c) facilitating effective coordination between them, including the exchange of personnel and experts;

d) the consideration and testing of new equipment or procedures.

Article 6

Notifications

At the request of the applicant authority, the requested authority shall, in accordance with its legislation, take all the necessary steps in order to notify the addressee of all the instruments or decisions which emanate from the competent authorities of the country in which the applicant authority is based with regard to the implementation of this Agreement.

Requests for notification, mentioning the subject of the instrument or a decision to be notified, shall be accompanied by a translation in the official language of the requested authority or in English or in a language acceptable to this authority.

2. Na zaprosilo organa prosilca ga zaprošeni organ obvesti, ali je bilo blago, izvoženo z ozemlja ene pogodbenice, pravilno uvoženo na ozemlje druge pogodbenice, in po potrebi navede carinski postopek, uporabljen za blago.

3. Na zaprosilo organa prosilca zaprošeni organ sprejme potrebne ukrepe za zagotovitev nadzora nad:

a) fizičnimi ali pravnimi osebami, za katere se utemeljeno domneva, da kršijo ali so kršile carinsko zakonodajo na ozemlju pogodbenice prosilke;

b) kraji, kjer se blago skladišči na način, zaradi katerega je mogoče utemeljeno sumiti, da je namenjeno nezakonitemu uvozu na ozemlje pogodbenice prosilke;

c) gibanjem blaga, za katero organ prosilec sporoči, da bi lahko povzročilo bistvene kršitve carinske zakonodaje na ozemlju pogodbenice prosilke;

d) prevoznimi sredstvi, za katera se utemeljeno domneva, da so bila, so ali bi lahko bila uporabljena pri kršenju carinske zakonodaje na ozemlju pogodbenice prosilke.

4. člen

Pomoč na lastno pobudo

Kadar bi lahko nastala pomembna škoda za gospodarstvo, javno zdravje, javno varnost ali bila ogrožena varnost mednarodnih oskrbovalnih verig ali drugi ključni interesi ene od pogodbenic, se carinska organa o tem takoj in na lastno pobudo obvestita.

5. člen

Strokovna pomoč

1. Pomoč, predvidena po tem sporazumu, med drugim obsega podatke o:

a) ukrepov, ki bi se lahko uporabili pri preprečevanju kršitev;

b) novih načinov kršitev;

c) opažanj in ugotovitev, ki izhajajo iz uspešne uporabe novih pripomočkov in tehnik za ukrepanje, in

d) novih tehnikah in izboljšanih načinov obravnave potnikov in tovara.

2. Carinska organa pogodbenic si, če to ni v nasprotju z njunim notranjim pravom, prav tako prizadevata za sodelovanje pri:

a) uvajanju, razvijanju ali izboljševanju posebnih programov usposabljanja za svoje osebe;

b) vzpostavljanju in vzdrževanju poti za medsebojno komuniciranje, da bi olajšala varno in hitro izmenjavo informacij;

c) omogočanju učinkovitega medsebojnega usklajevanja, vključno z izmenjavo osebja in izvedencev;

d) proučevanju in preizkušanju nove opreme ali postopkov.

6. člen

Uradna obvestila

Na zaprosilo organa prosilca sprejme zaprošeni organ v skladu s svojo zakonodajo vse potrebne ukrepe za to, da uradno obvesti naslovnika o vseh dokumentih ali odločitvah pristojnih organov države, v kateri je sedež organa prosilca, v zvezi z izvajanjem tega sporazuma.

Zaprosilu za uradno obvestilo, v katerem je navedena vsebina dokumenta ali odločitev, o kateri se obvešča, se priloži prevod v uradni jezik zaprošenega organa ali v angleški jezik, ali pa v jezik, ki je za ta organ sprejemljiv.

Article 7**Form and substance of requests for assistance**

1. Requests pursuant to this Agreement shall be made in writing. Documents necessary for the execution of such requests shall accompany the request. When required because of the urgency of the situation, an oral request may be accepted, but it must be confirmed in writing as soon as possible.

2. Requests pursuant to paragraph 1 of this Article shall include the following information:

- a) the applicant authority making the request;
- b) the measure requested;
- c) the object of and the reason for the request;
- d) the laws, rules and other legal elements involved;
- e) indications as exact and comprehensive as possible on the case in question and on the natural or legal persons to whom the request relates;

f) a summary of the relevant facts, except in cases provided for in Article 6 of this Agreement.

3. Requests shall be submitted in the official language of the requested authority or in English or in a language acceptable to that authority.

4. Assistance shall be carried out by direct communication between the respective customs authorities. In cases in which the customs authority of the requested Contracting Party is not the appropriate agency to comply with a request, it shall promptly transmit the request to the appropriate agency, which shall act upon the request according to its powers under the law, or advise the requesting authority of the appropriate procedure to be followed regarding such a request.

5. If a request does not meet the formal requirements, its correction or completion may be requested. In spite of an incomplete request, the requested authority may take all the necessary steps to safeguard the economic interests or the safety of the Contracting Parties' citizens.

Article 8**Execution of requests**

1. The requested authority shall proceed as though it were acting on its own initiative or at the request of another authority in its own country. In considering the request, it shall avail itself of all the legal powers at its disposal within the framework of its national legislation.

2. The customs authority of one Contracting Party shall, upon the request of the customs authority of the other Contracting Party, conduct any necessary investigation, including the questioning of experts and witnesses or persons suspected of having committed a contravention, and undertake verifications, inspections and fact-finding inquiries in connection with the matters referred to in this Agreement.

3. At the request of the applicant authority, the requested authority may, under certain conditions, allow officials of the applicant authority to be present during the examination of relevant documents or during investigation in the territory of its own country, whereby the visiting official shall be assigned the role of observer.

Article 9**Form in which information is to be communicated**

1. The requested authority shall communicate the results of enquiries to the applicant authority in the form of documents, reports and similar and, when necessary, orally.

2. Documents referred to in paragraph 1 may be replaced by computerized information produced in any form for the same purpose, any information necessary for the interpretation or utilization of such computerized information shall be furnished along with it.

7. člen**Oblika in vsebina zaprosil za pomoč**

1. Zaposila po tem sporazumu morajo biti pisna. Zaposilu morajo biti priloženi dokumenti, potrebni za njegovo obravnavo. Kadar je nujno hitro ukrepanje, se lahko sprejme ustno zaposilo, ki pa ga je treba čim prej pisno potrditi.

2. Zaposila iz prvega odstavka tega člena vsebujejo te podatke:

- a) o organu prosilcu, ki vloga zaposilo,
- b) zaprošeni ukrep,
- c) predmet zaposila in razlog zanj,
- d) zakone, predpise in druge pravne elemente v zvezi s tem,
- e) čim natančnejše in celovitejše navedbe o preiskovanem primeru in o fizičnih ali pravnih osebah, na katere se zaposilo nanaša,

f) povzetek pomembnih dejstev, razen v primerih iz 6. člena tega sporazuma.

3. Zaposila je treba predložiti v uradnem jeziku zaprošene organa ali v angleškem jeziku, ali pa v jeziku, ki je za ta organ sprejemljiv.

4. O pomoči se carinska organa dogovarjata neposredno. Če carinski organ zaprošene pogodbenice ni pristojen za obravnavo zaposila, ga mora nemudoma poslati pristojnemu organu, ki v zvezi z njim ukrepa v skladu s svojimi zakonskimi pooblastili, ali pa prosilca obvesti o ustreznem postopku, po katerem se je treba pri takem zaposilu ravnati.

5. Če zaposilo ne ustreza formalnim zahtevam, je mogoče zahtevati njegov popravek ali dopolnitev. Kljub nepopolnemu zahtevku lahko zaprošeni organ ukrene vse potrebno za zaščito ekonomskih interesov ali varnosti državljanov pogodbenic.

8. člen**Obravnava zaprosil**

1. Zaprošeni organ ravna tako, kot bi ravnal na lastno pobudo ali po zaposilu drugega organa svoje države. Pri obravnavi zaposila izkoristi vsa zakonska pooblastila, ki jih ima po svoji notranji zakonodaji.

2. Carinski organ ene pogodbenice na zaposilo carinskega organa druge pogodbenice opravi vse potrebne preiskave, vključno z zaslišanjem izvedencev in prič ali oseb, osumljenih kršitve, ter opravi preverjanja, inšpekcijske preglede in poizvedbe o dejstvih v zvezi z zadevami iz tega sporazuma.

3. Na zaposilo organa prosilca lahko zaprošeni organ pod določenimi pogoji omogoči uradnim osebam organa prosilca navzočnost pri pregledu dokumentov ali opravljanju preiskave na ozemlju svoje države, pri čemer ima gostujoča uradna oseba vlogo opazovalca.

9. člen**Oblika sporočanja informacij**

1. Zaprošeni organ sporoči izid poizvedb organu prosilcu v obliki dokumentov, overjenih kopij dokumentov, poročil in podobnega, po potrebi pa tudi ustno.

2. Dokumente iz prvega odstavka lahko nadomestijo računalniški podatki v kakršni koli obliki z enakim namenom; hkrati je treba dostaviti vse informacije, potrebne za razlago ali uporabo takih računalniških podatkov.

Article 10**Exceptions to the obligation to provide assistance**

1. In cases in which a requested Contracting Party considers that compliance with a request would infringe upon its sovereignty, security, public policy or other substantive national interest, or would violate an industrial, commercial or professional secret, assistance may be refused or compliance may be made subject to the satisfaction of certain conditions or requirements.

2. When a requested Contracting Party finds that the measures necessary to meet the request are obviously disproportionate to the seriousness of the presumed infringement, it may refuse the request.

3. If assistance is refused, the decision and the reasons therefore must be notified to the applicant authority without delay.

Article 11**Protection of personal data**

1. Any information received under this Agreement shall be treated as confidential and shall, at least, be subject to the same confidentiality and protection as the same kind of information is subject to under the legal and administrative provisions of the Contracting Party where it is received.

2. Personal data exchange under this Agreement shall not begin unless such data will be afforded, in the territory of the Contracting Party where it is received, a level of protection that satisfies the requirements of the national law of the supplying Customs Authority.

3. Personal data may only be supplied when the supplying Customs Authority is satisfied that such personal data will be protected in the territory of the Contracting Party where it is received, in accordance with paragraphs 4 to 10 of this Article.

4. On request, the Customs Authority receiving personal data shall inform the Customs Authority which supplied that data of the use made of it and the results achieved.

5. Personal data supplied under this Agreement shall be kept only for the time necessary to achieve the purpose for which it was supplied.

6. The Customs Authority supplying personal data shall, to the extent possible, ensure that this data has been collected fairly and lawfully and that it is accurate and up to date and not excessive in relation to the purposes for which it is supplied.

7. If personal data supplied is found to be incorrect or should not have been exchanged, this shall be notified immediately. The Customs Authority that has received such data shall amend or delete it.

8. The Customs Authorities shall record the supply or receipt of personal data exchanged under this Agreement.

9. The Customs Authorities shall take the necessary security measures to protect personal data exchanged under this Agreement from unauthorized access, amendment or dissemination.

10. Either Contracting Party shall be liable, in accordance with its legal and administrative provisions, for damage caused to a person through its use of personal data exchanged under this Agreement. This shall also be the case where the damage was caused by a Contracting Party supplying inaccurate data or supplying data that is contrary to this Agreement.

Article 12**Use of information**

1. Information, documents, and other communications received in the course of mutual assistance shall be used solely for the purposes specified in this Agreement, including use in judicial and administrative proceedings.

10. člen**Izjeme pri obveznosti dajanja pomoči**

1. Kadar zaprošena pogodbenica meni, da bi bili iz polnitvijo zaprosila prizadeti njena suverenost, varnost, javni red ali drugi bistveni državni interesi ali da bi bila kršena kakšna gospodarska, poslovna ali poklicna skrivnost, lahko pomoč odreče ali jo da le, če so izpolnjeni določeni pogoji ali zahteve.

2. Kadar zaprošena pogodbenica ugotovi, da so potrebni ukrepi za izpolnitev zaprosila v očitnem nesorazmerju s težo domnevne kršitve, ga lahko zavrne.

3. Če se pomoč zavrne, mora biti organ prosilec o taki odločitvi in razlogih zanjo takoj uradno obveščen.

11. člen**Varovanje osebnih podatkov**

1. Vsak podatek, prejet na podlagi tega sporazuma, se obravnava kot zaupen in zanj veljata najmanj enaka zaupnost in varovanje, kot veljata za enake vrste podatkov po pravnih in upravnih predpisih pogodbenice, ki podatek prejme.

2. Izmenjave osebnih podatkov na podlagi tega sporazuma ni mogoče začeti, če tem podatkom na ozemlju pogodbenice, ki jih prejme, ne bo zagotovljena stopnja varovanja po zakonodaji države carinskega organa, ki podatke da.

3. Osebnih podatki se lahko dajo le, če je carinski organ, ki jih da, prepričan, da bodo ti osebni podatki na ozemlju pogodbenice, ki jih prejme, varovani v skladu s četrtem do desetim odstavkom tega člena.

4. Na zahtevo carinskega organa, ki podatke da, ga carinski organ, ki osebne podatke prejme, obvesti o njihovi uporabi in doseženih rezultatih.

5. Osebnih podatki, dani na podlagi tega sporazuma, se lahko hranijo le toliko časa, da se doseže namen, zaradi katerega so bili dani.

6. Carinski organ, ki osebne podatke da, v največji mogoči meri zagotovi, da so bili pridobljeni pošteno in zakonito ter da so točni, najnovejši in ne preobsežni glede na namen, zaradi katerega so bili dani.

7. Če se ugotovi, da so dani osebni podatki napačni ali da ne bi smeli biti izmenjani, se to takoj uradno sporoči. Carinski organ, ki je take podatke prejel, te spremeni ali izbriše.

8. Carinska organa vodita evidenco o danih ali prejetih osebnih podatkih, izmenjanih na podlagi tega sporazuma.

9. Carinska organa sprejmeta vse potrebne varnostne ukrepe, da bi osebne podatke, izmenjane na podlagi tega sporazuma, zaščitila pred nepooblaščenim dostopom, spreminjanjem ali razširjanjem.

10. Vsaka pogodbenica je v skladu s svojimi pravnimi in upravnimi predpisi odgovorna za škodo, povzročeno osebi zaradi uporabe osebnih podatkov, izmenjanih po tem sporazumu. To velja tudi, kadar je škodo povzročila pogodbenica, ki je dala napačne podatke ali podatke, ki so v nasprotju s tem sporazumom.

12. člen**Uporaba informacij**

1. Informacije, dokumente in druga sporočila, prejeta pri medsebojni pomoči, je mogoče uporabiti le za namene, določene v tem sporazumu, vključno z uporabo v sodnih in upravnih postopkih.

2. The applicant authority shall not use evidence or information obtained under this Agreement for purposes other than those stated in the request, without prior written consent from the requested authority.

3. Where personal data is exchanged under this Agreement, the customs authorities of the Contracting Parties shall ensure that it is used only for the purposes indicated in the request and according to any conditions that the requested Contracting Party may impose.

4. The provisions of paragraphs 1 and 2 of this article are not applicable to information concerning contraventions relating to narcotic drugs and psychotropic substances. Such information may be communicated to the authorities of the applicant Contracting Party that are directly involved in combating illicit drug traffic.

Article 13

Use as evidence

1. Findings, certificates, information, documents, certified true copies and other papers obtained in accordance with their national law by officers of the requested authority and transmitted to the applicant authority may be used as evidence in accordance with national law by the competent bodies of the country where the applicant authority is based.

2. Originals of files, documents and other materials shall be requested only in cases in which copies would be insufficient. Upon specific request, copies of such files, documents and other materials shall be appropriately authenticated.

3. Originals of files, documents and other materials that have been furnished to the applicant authority shall be returned at the earliest opportunity. Upon request, originals necessary for adjudicative or similar purposes shall be returned without delay.

4. At the request of the customs authority of one Contracting Party, the customs authority of the other Contracting Party shall, at its discretion, authorize its employees, with their consent, to appear as witnesses in judicial or administrative proceedings in the territory of the applicant Contracting Party, and to produce such files, documents and other materials, or authenticated copies thereof, as may be considered necessary for the proceedings. Such a request shall specify the time, place and type of proceedings and in what capacity the employee shall testify.

Article 14

Costs

1. The customs authorities of the Contracting Parties shall waive all claims for the reimbursement of costs incurred in the execution of this Agreement, with the exception of the expenses for fees paid to experts.

2. If expenses of a substantial and extraordinary nature are, or will be, required for a request, the customs authorities of the Contracting Parties involved shall consult to determine the conditions under which the request shall be executed, as well as the manner in which the costs shall be borne.

Article 15

Implementation

1. The implementation of this Agreement shall be entrusted to the customs authorities of the Contracting Parties. They shall decide on all practical measures and arrangements necessary for its application, taking into consideration rules in the field of data protection.

2. After consultation, the customs authorities of the Contracting Parties may issue any administrative directives necessary for the implementation of this Agreement.

3. The customs authorities of the Contracting Parties may arrange for their investigative services to be in direct communication with each other.

2. Organ prosilec brez predhodnega pisnega soglasja zaprosenega organa ne sme uporabljati dokazov ali informacij, pridobljenih po tem sporazumu, za drugačne namene, kot so navedeni v zaprosilu.

3. Kadar so po tem sporazumu izmenjani osebni podatki, carinska organa pogodbenic zagotovita, da so uporabljeni le za namene, navedene v zaprosilu, in v skladu z vsemi pogoji, ki jih lahko postavi zaprosena pogodbenica.

4. Določbe prvega in drugega odstavka tega člena ne veljajo za informacije v zvezi s kršitvami, ki se nanašajo na mamila in psihotropne snovi. Take informacije je mogoče sporočiti organom pogodbenice prosilke, ki so neposredno vključeni v boj proti prepovedani trgovini z drogami.

13. člen

Dokazno gradivo

1. Pristojni organi države, v kateri ima organ prosilec sedež, lahko v skladu s svojo notranjo zakonodajo kot dokazno gradivo uporabijo ugotovitve, potrdila, informacije, dokumente, overjene kopije in druge dokumente, ki so jih pridobile uradne osebe zaprosenega organa v skladu s svojo notranjo zakonodajo in so jih izročile organu prosilcu.

2. Izvirnike spisov, dokumentov in drugega gradiva je mogoče zahtevati le, kadar kopije ne bi zadostovale. Na posebno zahtevo se kopije takih spisov, dokumentov in drugega gradiva ustrezno overijo.

3. Izvirnike spisov, dokumentov in drugega gradiva, ki so bili poslani organu prosilcu, je treba čim prej vrniti. Na zahtevo je treba izvirnike, potrebne za razsojanje ali podobne namene, nemudoma vrniti.

4. Na zaprosilo carinskega organa ene pogodbenice carinski organ druge pogodbenice po lastnem preudarku pooblasti svoje uslužbence, če ti na to pristanejo, da nastopijo kot prič v sodnih ali upravnih postopkih na ozemlju pogodbenice prosilke in predložijo spise, dokumente in drugo gradivo ali njihove overjene kopije, ki utegnejo biti potrebne za postopek. V takem zaprosilu se navedejo čas, kraj in vrsta postopka ter v kakšni vlogi bo uslužbenec pričal.

14. člen

Stroški

1. Carinska organa pogodbenic se odpovesta vsem zahtevkom za povračilo stroškov, nastalih pri izvajanju tega sporazuma, razen stroškov za plačilo honorarjev izvedencem.

2. Če so ali bodo za izpolnitev zaprosila potrebni večji in izredni stroški, se carinska organa pogodbenic posvetujeta, da določita pogoje, pod katerimi se zaprosilo izpolni, in način kritja stroškov.

15. člen

Izvajanje

1. Za izvajanje tega sporazuma sta pooblaščenata carinska organa pogodbenic. Odločata o vseh praktičnih ukrepih in dogovorih, potrebnih za njegovo uporabo, ob upoštevanju pravil za varstvo podatkov.

2. Po posvetovanju lahko carinska organa pogodbenic izdeta upravna navodila, potrebna za izvajanje tega sporazuma.

3. Carinska organa pogodbenic se lahko dogovorita, da bodo njune preiskovalne službe v neposrednih stikih.

Article 16**Entry into force and termination**

1. This Agreement shall enter into force on the first day of the second month following the date of the last written notification that all national legal requirements necessary for its entry into force have been fulfilled.

2. The customs authorities of the Contracting Parties agree to meet in order to review this Agreement or to discuss any other customs matters that may arise out of the relationship between them, at the request of one of the customs authorities or at the end of five years from the date of its entry into force, unless they notify each other in writing that no such review is necessary.

3. This Agreement shall be concluded for an indefinite period of time, unless terminated by one of the Contracting Parties with six months notice by means of a written notification. The Agreement shall cease to apply six months following the receipt of such notification.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective governments, have signed this Agreement.

Done at Ljubljana on the 23rd day of June 2011 in two originals in the English language.

For the Government
of the Republic of Slovenia
Franc Križanič (s)

For the Government
of the Republic of Kosovo
Bedri Hamza (s)

16. člen**Začetek in prenehanje veljavnosti**

1. Ta sporazum začne veljati prvi dan drugega meseca po datumu prejema zadnjega pisnega obvestila, da so bile izpolnjene vse notranjepravne zahteve za začetek njegove veljavnosti.

2. Carinska organa pogodbenic soglašata, da se na za-prosilo enega od carinskih organov ali po petih letih od datuma začetka veljavnosti sporazuma sestaneta zaradi ponovnega pregleda sporazuma ali obravnave drugih carinskih zadev, ki bi lahko izhajale iz njunega medsebojnega odnosa, razen če se pisno obvestita, da tak pregled ni potreben.

3. Ta sporazum je sklenjen za nedoločen čas, razen če ga katera koli pogodbenica pisno ne odpove s predhodnim šestmesečnim pisnim uradnim obvestilom. Sporazum se pre-nehja uporabljati šest mesecev po prejemu takega uradnega obvestila.

V POTRDITEV TEGA sta podpisana, ki sta ju pravilno pooblastili njuni vladi, podpisala ta sporazum.

Sestavljeno v Ljubljani 23. junija 2011 v dveh izvornikih v angleškem jeziku.

Za Vlado
Republike Slovenije
Franc Križanič l.r.

Za Vlado
Republike Kosovo
Bedri Hamza l.r.

3. člen

Za izvajanje sporazuma skrbi ministrstvo, pristojno za finance.

4. člen

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

Št. 437-01/10-4/13
Ljubljana, dne 1. februarja 2013
EPA 870-V

Državni zbor
Republike Slovenije
Romana Tomc l.r.
Podpredsednica

15. Zakon o ratifikaciji Sporazuma med Vlado Republike Slovenije in Vlado Združenih držav Amerike o krepitvi sodelovanja pri preprečevanju hudih kaznivih dejanj in v boju proti njim (BUSPHKD)

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 Združenih držav Amerike o krepitvi sodelovanja pri preprečevanju hudih kaznivih dejanj in v boju proti njim (BUSPHKD)**

Razglašam Zakon o ratifikaciji Sporazuma med Vlado Republike Slovenije in Vlado Združenih držav Amerike o krepitvi sodelovanja pri preprečevanju hudih kaznivih dejanj in v boju proti njim (BUSPHKD), ki ga je sprejel Državni zbor Republike Slovenije na seji dne 1. februarja 2013.

Št. 003-02-2/2013-7

Ljubljana, dne 11. februarja 2013

Borut Pahor l.r.
Predsednik
Republike Slovenije

Z A K O N**O RATIFIKACIJI SPORAZUMA MED VLADO REPUBLIKE SLOVENIJE IN VLADO ZDRUŽENIH DRŽAV AMERIKE O KREPITVI SODELOVANJA PRI PREPREČEVANJU HUDIH KAZNIVIH DEJANJ IN V BOJU PROTI NJIM (BUSPHKD)**

1. člen

Ratificira se Sporazum med Vlado Republike Slovenije in Vlado Združenih držav Amerike o krepitvi sodelovanja pri preprečevanju hudih kaznivih dejanj in v boju proti njim, sestavljen v Ljubljani 13. septembra 2012.

2. člen

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

S p o r a z u m**med Vlado Republike Slovenije
in Vlado Združenih držav Amerike o krepitvi
sodelovanja pri preprečevanju hudih kaznivih
dejanj in v boju proti njim**

Vlada Republike Slovenije in Vlada Združenih držav Amerike (v nadaljnjem besedilu: pogodbenici) sta se,

ker ju je spodbudila želja, da kot partnerici sodelujeta pri učinkovitejšem preprečevanju hudih kaznivih dejanj, zlasti organiziranega kriminala in terorizma, in v boju proti njim,

ob zavedanju, da je izmenjava podatkov bistvena sestavina boja proti hudim kaznivim dejanjem, zlasti organiziranemu kriminalu in terorizmu,

ob priznavanju pomena preprečevanja hudih kaznivih dejanj, zlasti organiziranega kriminala in terorizma, in boja proti njim ter ob spoštovanju temeljnih pravic in svoboščin v skladu z veljavno zakonodajo in mednarodnimi obveznostmi obeh pogodbenic, predvsem zasebnosti ter varstva osebnih podatkov in informacij,

ob upoštevanju interesa Združenih držav in Evropske unije, da s pogajanjem uskladiata sporazum o varstvu podatkov v okviru odkrivanja in pregona kaznivih dejanj, ki bi bil lahko povod za posvetovanja o morebitnem vplivu takšnega sporazuma na spodnje določbe,

ob upoštevanju dolgoletnega sodelovanja med policijskimi organi pogodbenic in v prizadevanju za nadaljnjo krepitev vzajemnega sodelovanja v duhu partnerstva,

dogovorili:

A g r e e m e n t**between the Government of the Republic of
Slovenia and the Government of the United
States of America On Enhancing Cooperation
in Preventing and Combating Serious Crime**

The Government of the Republic of Slovenia and the Government of the United States of America (hereinafter "the Parties"),

Prompted by the desire to cooperate as partners to prevent and combat serious crime, particularly organized crime and terrorism, more effectively,

Recognizing that information sharing is an essential component in the fight against serious crime, particularly organized crime and terrorism,

Recognizing the importance of preventing and combating serious crime, particularly organized crime and terrorism, while respecting fundamental rights and freedoms under the applicable laws and international obligations of the respective parties, notably privacy and the protection of personal data and information,

Recognizing the interest of the United States and the European Union in negotiating an agreement on data protection in the law enforcement context, which might give rise to consultations regarding the potential impact of such an agreement on the provisions set forth below,

Recognizing the long history of cooperation between the Parties' respective law enforcement agencies, and seeking to further enhance such mutual cooperation in the spirit of partnership,

Have agreed as follows:

1. člen Opredelitve

V tem sporazumu:

1. »profili DNK« (vzorci prepoznavanja DNK) pomenijo črkovno ali številčno kodo, ki predstavlja niz razločevalnih značilnosti nekodirajočega dela analiziranega vzorca človeške DNK, tj. posebno kemično obliko različnih lokusov DNK;

2. »osebni podatki« pomenijo vse podatke, ki se nanašajo na določeno ali določljivo fizično osebo (»posameznik, na katerega se podatki nanašajo«). Določljiva oseba je oseba, ki jo je mogoče neposredno ali posredno določiti, zlasti s sklicevanjem na identifikacijsko številko ali na enega ali več dejavnikov, značilnih za njeno fizično, fiziološko, psihološko, ekonomsko, kulturno ali socialno identiteto;

3. »obdelava osebnih podatkov« pomeni kakršen koli postopek ali niz postopkov, ki se izvajajo z osebnimi podatki, z avtomatiziranimi sredstvi ali brez njih, kot so zbiranje, evidentiranje, urejanje, shranjevanje, prilagajanje ali spreminjanje, razvrščanje, priklic, vpogled, uporaba, razkritje s pošiljanjem, razširjanjem ali drugačno omogočanje dostopa, kombiniranje ali usklajevanje, blokiranje ali črtanje z izbrisom ali uničenje osebnih podatkov. »Blokiranje« osebnih podatkov pomeni označevanje shranjenih osebnih podatkov zaradi omejevanja njihove obdelave v prihodnosti;

4. »podatkovni zapis« pomeni profil DNK in nanj vezan sklic (podatkovni zapis o DNK) ali podatke o prstnih odtisih in nanje vezan sklic (podatkovni zapis o prstnih odtisih). Podatkovni zapisi ne smejo vsebovati podatkov, ki omogočajo neposredno identifikacijo posameznika, na katerega se nanašajo. Podatkovni zapisi, ki jih ni mogoče pripisati nobenemu posamezniku (nesledljivi podatki), morajo biti razpoznavni kot takšni;

5. »huda kazniva dejanja« pomenijo, za namene izvajanja tega sporazuma, kazniva dejanja, ki se kaznujejo z odvzemanjem prostosti za več kot eno leto ali strožjo kaznijo. Za zagotovitev skladnosti z notranjim pravom pogodbenic so veljavne kategorije hudih kaznivih dejanj navedene v prilogi tega sporazuma.

2. člen Namen sporazuma

1. Namen tega sporazuma je krepitev sodelovanja med Republiko Slovenijo in Združenimi državami pri preprečevanju hudih kaznivih dejanj in v boju proti njim.

2. Pooblastila za poizvedovanje, ki jih določa ta sporazum, se uporabljajo le za preprečevanje, odkrivanje in preiskovanje hudih kaznivih dejanj, opredeljenih v petem odstavku 1. člena, pa tudi za njihov pregon in razsojanje o njih, ter le, če zaradi posameznih in pravno veljavnih okoliščin, povezanih z določeno osebo, obstaja razlog za poizvedovanje, ali bo ta oseba storila oziroma je storila tako hudo kaznivo dejanje.

3. člen Podatki o prstnih odtisih

Za izvajanje tega sporazuma pogodbenici zagotovita razpoložljivost podatkovnih zapisov iz zbirke za nacionalne sisteme za avtomatsko prepoznavo prstnih odtisov, vzpostavljene za preprečevanje in preiskovanje kaznivih dejanj. Ti podatkovni zapisi vsebujejo zgolj podatke o prstnih odtisih in številko sklica.

4. člen Avtomatizirano iskanje podatkov o prstnih odtisih

1. Za preprečevanje in preiskovanje hudih kaznivih dejanj iz petega odstavka 1. člena tega sporazuma vsaka pogodbenica nacionalnim točkam za stike druge pogodbenice iz 7. člena dovoli dostop do podatkovnih zapisov v svojem sistemu za avtomatsko prepoznavo prstnih odtisov, ki ga je vzpostavila v ta namen, s pooblastilom, da opravijo avtomatizirano primerjavo podatkov o prstnih odtisih. Iskanje se lahko izvede le v posameznih primerih in v skladu z notranjim pravom pogodbenice, ki ga izvaja.

Article 1 Definitions

For the purposes of this Agreement,

1. "DNA profiles" (DNA identification patterns) shall mean a letter or numerical code representing a number of identifying features of the non-coding part of an analyzed human DNA sample, i.e. of the specific chemical form at the various DNA loci.

2. "Personal data" shall mean any information relating to an identified or identifiable natural person (the "data subject"). An identifiable person is one who can be identified directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his or her physical, physiological, mental, economic, cultural, or social identity.

3. "Processing of personal data" shall mean any operation or set of operations which is performed upon personal data, whether or not by automated means, such as collection, recording, organization, storage, adaptation or alteration, sorting, retrieval, consultation, use, disclosure by supply, dissemination or otherwise making available, combination or alignment, blocking, or deletion through erasure or destruction of personal data. "Blocking" of personal data shall mean the marking of stored personal data with the aim of limiting their processing in the future.

4. "Reference data" shall mean a DNA profile and the related reference (DNA reference data) or fingerprinting data and the related reference (fingerprinting reference data). Reference data must not contain any data from which the data subject can be directly identified. Reference data not traceable to any individual (untraceables) must be recognizable as such.

5. "Serious crimes" shall mean, for purposes of implementing this Agreement, conduct constituting an offense punishable by a maximum deprivation of liberty of more than one year or a more serious penalty. To ensure compliance with the Parties' national laws, the Annex to this Agreement specifies applicable categories of serious crimes.

Article 2 Purpose of this Agreement

1. The purpose of this Agreement is to enhance the cooperation between the Republic of Slovenia and the United States in preventing and combating serious crime.

2. The querying powers provided for under this Agreement shall be used only for the prevention, detection, investigation, and also prosecution and adjudication of a serious crime as defined in Article 1, paragraph 5, and only if particular and legally valid circumstances relating to a specific individual give reason to inquire whether that individual will commit or has committed such a serious crime.

Article 3 Fingerprinting data

For the purpose of implementing this Agreement, the Parties shall ensure the availability of reference data from the file for the national automated fingerprint identification systems established for the prevention and investigation of criminal offenses. Reference data shall only include fingerprinting data and a reference code.

Article 4 Automated querying of fingerprint data

1. For the prevention and investigation of serious crime referred to in Article 1, paragraph 5 of this Agreement, each Party shall allow the other Party's national contact points, as referred to in Article 7, access to the reference data in the automated fingerprint identification system, which it has established for that purpose, with the power to conduct automated queries by comparing fingerprinting data. Queries may be conducted only in individual cases and in compliance with the querying Party's national law.

2. Primerjavo podatkov o prstnih odtisih s podatkovnimi zapisi iz zbirke, ki jo upravlja pogodbenica, opravijo nacionalne točke za stike, ki izvajajo iskanje, na podlagi avtomatsko poslanih podatkovnih zapisov, ki so potrebni za nedvoumno potrditev ujemanja.

3. Zaprošene nacionalne točke za stike lahko izvedejo nadaljnjo analizo za potrditev ujemanja podatkov o prstnih odtisih s podatkovnimi zapisi iz zbirke, ki jo upravlja pogodbenica, če je to potrebno za zagotovitev točnosti.

5. člen

Alternativni postopki iskanja z uporabo identifikacijskih podatkov

Dokler točki za stike pogodbenic nimata varne elektronske poti za avtomatizirano primerjavo prstnih odtisov ali v primerih, ko taka pot ni na voljo, se iskanje lahko izvede na alternativni način, pri katerem uporaba avtomatiziranih poti za prenos podatkov med pogodbenicama ni potrebna. Pooblastila za iskanje se izvajajo na enak način, kot določa 4. člen, nedvoumna potrditev ujemanja pa se obravnava enako kot trdno ujemanje podatkov o prstnih odtisih, ki omogoča pridobitev dodatnih podatkov iz 6. člena.

6. člen

Pošiljanje nadaljnjih osebnih in drugih podatkov

Če se v postopku iz 4. člena ugotovi ujemanje podatkov o prstnih odtisih ali če se ujemanje ugotovi v postopku iz 5. člena, pošiljanje nadaljnjih osebnih in drugih podatkov, povezanih s podatkovnimi zapisi, ureja notranje pravo zaprošene pogodbenice in se izvede v skladu s 7. členom.

7. člen

Nacionalne točke za stike in tehnični postopki sodelovanja

1. Za pošiljanje podatkov iz 4. in 5. člena in naknadno pošiljanje nadaljnjih osebnih podatkov iz 6. člena vsaka pogodbenica imenuje eno ali več nacionalnih točk za stike. Točka za stike take podatke pošlje v skladu z notranjim pravom pogodbenice, ki jo je imenovala. Druge razpoložljive poti za pomoč se uporabijo le, če je to potrebno, na primer za potrditev pristnosti teh podatkov zaradi njihove dopustnosti v sodnih postopkih pogodbenice prisilke.

2. Pogodbenici se dogovorita o tehničnih postopkih sodelovanja skladno z njunimi notranjimi zakoni in drugimi predpisi ter mednarodnimi obveznostmi.

8. člen

Avtomatizirano iskanje profilov DNK

1. Če to dovoljuje notranje pravo obeh pogodbenic, na podlagi vzajemnosti in za preprečevanje in preiskovanje hudih kaznivih dejanj iz petega odstavka 1. člena tega sporazuma, vsaka pogodbenica nacionalnim točkam za stike druge pogodbenice iz 10. člena dovoli dostop do profila DNK in številke sklica v zbirkah podatkov o analizah DNK, s pooblastilom za izvajanje avtomatizirane primerjave profilov DNK. Iskanje se lahko izvede le v posameznih primerih in v skladu z notranjim pravom pogodbenice, ki ga izvaja.

2. Če se med avtomatiziranim iskanjem pokaže ujemanje med poslanim profilom DNK in profilom DNK iz zbirke druge pogodbenice, nacionalna točka za stike, ki izvaja iskanje, z avtomatskim obvestilom prejme podatkovni zapis, s katerim je bilo ugotovljeno ujemanje. Tudi v primeru neujemanja se o tem pošlje avtomatsko obvestilo.

3. Zaprošene nacionalne točke za stike lahko izvedejo nadaljnjo analizo za potrditev ujemanja podatkov o profilih DNK, če je to potrebno za zagotovitev točnosti.

2. Comparison of fingerprinting data with reference data held by the Party in charge of the file shall be carried out by the querying national contact points by means of the automated supply of the reference data required for a clear match.

3. When needed to ensure accuracy, further analysis for the purpose of confirming a match of the fingerprinting data with reference data held by the Party in charge of the file may be carried out by the requested national contact points.

Article 5

Alternative means to query using identifying data

Until a secure electronic channel for the automated comparison of fingerprints becomes available to the Parties' points of contact, or in cases when such a channel is unavailable, queries may be conducted by alternative means that do not require the use of automated channels for the transmission of information between the Parties. Query powers shall be exercised in the same manner as provided in Article 4 and a clear match shall be treated the same as a firm match of fingerprinting data to allow for the supply of additional data as provided for in Article 6.

Article 6

Supply of further personal and other data

Should the procedure referred to in Article 4 show a match between fingerprinting data, or should the procedure utilized pursuant to Article 5 show a match, the supply of any available further personal data and other data relating to the reference data shall be governed by the national law of the requested Party and shall be supplied in accordance with Article 7.

Article 7

National contact points and technical procedures for cooperation

1. For the purpose of the supply of data as referred to in Articles 4 and 5, and the subsequent supply of further personal data as referred to in Article 6, each Party shall designate one or more national contact points. The contact point shall supply such data in accordance with the national law of the Party designating the contact point. Other available channels for assistance need not be used unless necessary, for instance to authenticate such data for purposes of its admissibility in judicial proceedings of the requesting Party.

2. The Parties shall agree on the technical procedures of cooperation consistent with each Party's domestic laws and regulations and international obligations.

Article 8

Automated querying of DNA profiles

1. If permissible under the national law of both Parties, on the basis of reciprocity, and for the prevention and investigation of serious crime referred to in Article 1, paragraph 5 of this Agreement, each Party shall allow the other Party's national contact points, as referred to in Article 10, access to the DNA profile and reference code in the DNA analysis files, with the power to conduct automated queries by comparing DNA profiles. Queries may be conducted only in individual cases and in compliance with the querying Party's national law.

2. Should an automated query show that a DNA profile supplied matches a DNA profile entered in the other Party's file, the querying national contact point shall receive by automated notification the reference data for which a match has been found. If no match can be found, automated notification of this shall be given.

3. When needed to ensure accuracy, further analysis for the purpose of confirming a match of the DNA profiles may be carried out by the requested national contact points.

9. člen**Pošiljanje nadaljnjih osebnih in drugih podatkov**

Če se v postopku iz 8. člena ugotovi ujemanje podatkov o profilih DNK, pošiljanje nadaljnjih osebnih in drugih podatkov, povezanih s podatkovnimi zapisi, ureja notranje pravo zaprosilne pogodbenice in se izvede v skladu z 10. členom.

10. člen**Nacionalne točke za stike in tehnični postopki sodelovanja**

1. Za pošiljanje podatkov iz 8. člena in naknadno pošiljanje nadaljnjih osebnih podatkov iz 9. člena vsaka pogodbenica imenuje nacionalno točko za stike. Točka za stike pošlje podatke v skladu z notranjim pravom pogodbenice, ki jo je imenovala. Druge razpoložljive poti za pomoč se uporabijo le, če je to potrebno, na primer za potrditev pristnosti teh podatkov zaradi njihove dopustnosti v sodnih postopkih pogodbenice prisilke.

2. Pogodbenici se dogovorita o tehničnih postopkih sodelovanja skladno z njunim notranjimi zakoni in drugimi predpisi ter mednarodnimi obveznostmi.

11. člen**Alternativni postopki iskanja v zbirkah DNK**

Dokler zakoni pogodbenic ne dopuščajo avtomatiziranega iskanja v zbirkah DNK iz 8. člena ali v primerih, ko taka pot ni na voljo, vsaka pogodbenica opravi iskanje v svoji zbirki (zbiro) podatkov o DNK na zaprosilo druge pogodbenice ter v skladu z zakoni in tehničnimi pogoji zaprosilne pogodbenice.

12. člen**Pošiljanje osebnih in drugih podatkov za preprečevanje hudih kaznivih dejanj, zlasti organiziranega kriminala in terorizma**

1. Za preprečevanje hudih kaznivih dejanj, zlasti organiziranega kriminala in terorizma, lahko pogodbenici v posameznih primerih, v skladu z njunim notranjim pravom, nacionalni točki za stike druge pogodbenice iz četrtega odstavka pošljeta osebne podatke iz drugega odstavka, tudi če zanje nista zaproseni, če zaradi določenih okoliščin obstajajo utemeljeni razlogi za verjetnost, da posameznik, na katerega se podatki nanašajo:

- a) bo ali je storil kaznivo dejanje terorizma ali z njim povezano kaznivo dejanje ali kaznivo dejanje, povezano s teroristično skupino ali združbo, kakor so taka kazniva dejanja opredeljena v notranjem pravu pogodbenice pošiljateljice, ali
- b) se usposablja ali se je usposabljal za izvrševanje kaznivih dejanj iz točke a) ali
- c) bo ali je storil hudo kaznivo dejanje ali sodeluje v organizirani kriminalni skupini ali združbi.

2. Osebnih podatki, ki se pošljejo, lahko – če so znani – vsebujejo, priimek, imena, prejšnja imena, druga imena, psevdonime, drugače črkovana imena, spol, datum in kraj rojstva, trenutno in prejšnje državljanstvo, številko potnega lista, številke drugih identifikacijskih dokumentov in podatke o prstnih odtisih ter tudi podatke o predhodnih obravnavaх storilca ali opis okoliščin, zaradi katerih obstaja verjetnost iz prvega odstavka.

3. Poleg osebnih podatkov iz drugega odstavka ali kadar ti niso na voljo si lahko pogodbenici zagotovita druge podatke, povezane s kaznivimi dejanji iz prvega odstavka.

4. Vsaka pogodbenica določi eno ali več nacionalnih točk za stike za izmenjavo osebnih in drugih podatkov iz tega člena s točkami za stike druge pogodbenice. Pooblastila nacionalnih točk za stike ureja veljavno notranje pravo.

Article 9**Supply of further personal and other data**

Should the procedure referred to in Article 8 show a match between DNA profiles, the supply of any available further personal data and other data relating to the reference data shall be governed by the national law of the requested Party and shall be supplied in accordance with Article 10.

Article 10**National contact points and technical procedures for cooperation**

1. For the purposes of the supply of data as set forth in Article 8, and the subsequent supply of further personal data as referred to in Article 9, each Party shall designate a national contact point. The contact point shall supply such data in accordance with the national law of the Party designating the contact point. Other available channels for assistance need not be used unless necessary, for instance to authenticate such data for purposes of its admissibility in judicial proceedings of the requesting Party.

2. The Parties shall agree on the technical procedures of cooperation consistent with each Party's domestic laws and regulations and international obligations.

Article 11**Alternative means to query DNA files**

Until such a time that the laws of both Parties permit the type of automated DNA queries referred to in Article 8, or in cases when such a channel is unavailable, each Party will conduct a search of its own DNA database (s) at the request of other Party, in accordance with the law and technical requirements of the requested Party.

Article 12**Supply of personal and other data in order to prevent serious crime, particularly organized crime and terrorism**

1. For the prevention of serious crime, particularly organized crime and terrorism, the Parties may, in compliance with their respective national law, in individual cases, even without being requested to do so, supply the other Party's relevant national contact point, as referred to in paragraph 4, with the personal data specified in paragraph 2, in so far as there exists a reasonable basis to believe that data subject(s):

- a) will commit or has committed terrorist or terrorism related offenses, or offenses related to a terrorist group or association, as those offenses are defined under the supplying Party's national law; or
- b) is undergoing or has undergone training to commit the offenses referred to in subparagraph a; or
- c) will commit or has committed a serious criminal offense, or participates in an organized criminal group or association.

2. The personal data to be supplied may include, if available, surname, first names, former names, other names, aliases, alternative spelling of names, sex, date and place of birth, current and former nationalities/citizenships, passport number, numbers from other identity documents, and fingerprinting data, as well as criminal history or of the circumstances giving rise to the belief referred to in paragraph 1.

3. In addition to or in the absence of the personal data referred to in paragraph 2, the Parties may provide each other with non-personal data related to the offenses set forth in paragraph 1.

4. Each Party shall designate one or more national contact points for the exchange of personal and other data under this Article with the other Party's contact points. The powers of the national contact points shall be governed by the national law applicable.

13. člen**Zasebnost in varstvo podatkov**

1. Pogodbenici se zavedata, da sta ravnanje z osebnimi podatki, ki jih pridobita druga od druge, in njihova obdelava, odločilnega pomena za ohranitev zaupanja pri izvajanju tega sporazuma.

2. Pogodbenici se zavezujeta, da bosta:

a) osebne podatke obdelovali pošteno, v skladu z njuno zakonodajo;

b) zagotavljali, da so poslani osebni podatki točni, posodobljeni, ustrezni in ne pretirani glede na konkretni namen pošiljanja;

c) varovali osebne podatke na podlagi enakopravnosti in brez nezakonite diskriminacije;

d) hranili osebne podatke le tako dolgo, kolikor je potrebno za konkretni namen njihovega pošiljanja ali nadaljnje obdelave po tem sporazumu;

e) pogodbenico prejemnico pravočasno opozorili na morebitne netočne podatke, da se sprejmejo ustrezni ukrepi za odpravljanje nepravilnosti; ti lahko vključujejo tudi blokiranje ali izbris podatkov.

3. Pogodbenica pošiljateljica lahko v skladu s svojim notranjim pravom in mednarodnimi obveznostmi pogodbenici prejemnici določi pogoje uporabe podatkov. Če pogodbenica prejemnica take podatke sprejme, jo ti pogoji zavezujejo.

4. Pogodbenica pošiljateljica kot pogoj za pošiljanje podatkov po tretjem odstavku pogodbenici prejemnici ne sme določiti splošnih omejitev glede pravnih standardov obdelave osebnih podatkov.

5. Ta sporazum ne omogoča zasebne pravice do tožbe. Sporazum ne vpliva na pravice posameznikov, ki obstajajo neodvisno od tega sporazuma, vključno s pravicami, ki jih notranje pravo določa glede dostopa do podatkov ter popravkov, blokiranja in izbrisa podatkov.

14. člen**Dodatna zaščita pri pošiljanju občutljivih osebnih podatkov**

1. V tem sporazumu osebni podatki, ki razkrivajo rasno ali etnično poreklo, politično, versko ali drugo prepričanje, članstvo v sindikatu ali ki se nanašajo na zdravje in spolno življenje, pomenijo »občutljive osebne podatke«, ki se lahko pošljejo le v skladu z določbami tega člena.

2. Občutljivi osebni podatki se lahko pošljejo v posameznih primerih, če je jasno razvidno, da so ti pomembni za konkretne namene tega sporazuma.

3. Pogodbenici se zavedata posebne občutljivosti občutljivih osebnih podatkov in jih zaradi njihove zaščite primerno zavarujeta, zlasti z ustreznimi varnostnimi ukrepi.

15. člen**Omejitve pri obdelavi podatkov zaradi varstva osebnih in drugih podatkov**

1. Ne glede na tretji odstavek 13. člena lahko vsaka pogodbenica obdeluje podatke, ki jih dobi po tem sporazumu:

a) za namene, navedene v 2. členu;

b) za preprečevanje resnega ogrožanja njene javne varnosti;

c) v svojih nekazenskih sodnih ali upravnih postopkih, ki se neposredno navezujejo na preiskovanje kaznivih dejanj, ki se izvajajo skladno s točko a);

d) za kateri koli drug namen po tem sporazumu ali ob predhodnem soglasju pogodbenice, ki je podatke poslala.

2. Pogodbenici podatkov, ki sta jih dobili po tem sporazumu, ne sporočata tretjim državam, mednarodnim organom ali zasebnim subjektom brez dovoljenja pogodbenice, ki je podatke poslala, in brez ustreznih jamstev.

Article 13**Privacy and Data Protection**

1. The Parties recognize that the handling and processing of personal data that they acquire from each other is of critical importance to preserving confidence in the implementation of this Agreement.

2. The Parties commit themselves to:

a) processing personal data fairly, in accordance with their respective laws;

b) ensuring that the personal data provided are accurate, up-to-date, relevant and not excessive in relation to the specific purpose of the transfer;

c) protecting personal data on an equal basis and without unlawful discrimination;

d) retaining personal data only so long as necessary for the specific purpose for which the data were provided or further processed in accordance with this Agreement; and

e) bringing possibly inaccurate personal data to the attention of the receiving Party on a timely basis in order that appropriate corrective action is taken; corrective action may include also their blocking or deletion.

3. The supplying Party may, in compliance with its national law and international obligations, impose conditions on the use that may be made of such data by the receiving Party. If the receiving Party accepts such data, it shall be bound by any such conditions.

4. Generic restrictions with respect to the legal standards of the receiving Party for processing personal data may not be imposed by the transmitting Party as a condition under paragraph 3 to providing data.

5. Nothing in this Agreement shall provide a private right of action. Rights of individuals existing independently of this Agreement, including any rights under domestic law concerning access to and correction, blockage, and deletion of data are not affected.

Article 14**Additional protection for transmission of sensitive personal data**

1. Personal data revealing racial or ethnic origin, political opinions or religious or other beliefs, trade union membership or concerning health and sexual life shall be considered "sensitive personal data" for purposes of this Agreement, and may only be provided in accordance with the provisions of this Article.

2. Sensitive personal data may be provided on a case-by-case basis if it is clearly relevant to the specific purposes of this Agreement.

3. The Parties, recognizing the special sensitivity of the sensitive personal data, shall take suitable safeguards, in particular appropriate security measures, in order to protect such data.

Article 15**Limitation on processing to protect personal and other data**

1. Without prejudice to Article 13, paragraph 3, each Party may process data obtained under this Agreement:

a) for the purposes listed in Article 2;

b) for preventing a serious threat to its public security;

c) in its non-criminal judicial or administrative proceedings directly related to criminal investigations undertaken in compliance with subparagraph (a);

d) for any other purpose consistent with this Agreement; or, with the prior consent of the Party which has transmitted the data.

2. The Parties shall not communicate data provided under this Agreement to any third State, international body or private entity without the consent of the Party that provided the data and without the appropriate safeguards.

3. Pogodbenica lahko izvede avtomatizirano iskanje v zbirkah prstnih odtisov ali zbirkah podatkov o DNK druge pogodbenice iz 4. ali 8. člena in obdeluje podatke, ki jih prejme kot odgovor na iskanje, vključno z obvestilom o obstoju ali neobstoju zadetka, le za:

- a) ugotavljanje, ali se primerjani profili DNK ali podatki o prstnih odtisih ujemajo;
- b) pripravo in predložitev nadaljnega zaprosila za pomoč v skladu z notranjim pravom, vključno s pravili pravne pomoči, če se ti podatki ujemajo, ali
- c) vodenje evidenc, kakor zahteva ali dovoljuje njeno notranje pravo.

4. Pogodbenica, ki upravlja zbirko podatkov, sme obdelovati podatke, ki jih je prejela od pogodbenice, ki je izvedla avtomatizirano iskanje v skladu s 4. in 8. členom, le, če je to potrebno za primerjavo, zagotavljanje avtomatskih odgovorov na iskanje ali vodenje evidence na podlagi 17. člena. Po končani primerjavi podatkov ali avtomatskih odgovorih na iskanje se podatki, poslani za primerjavo, izbrišejo takoj, razen če je nadaljnja obdelava potrebna za namene, navedene v točkah b) in c) tretjega odstavka tega člena.

16. člen

Popravek, blokiranje in izbris podatkov

1. Na zahtevo pogodbenice pošiljateljice mora pogodbenica prejemnica skladno s svojim notranjim pravom popraviti, blokirati ali izbrisati podatke, prejete po tem sporazumu, če so nepravilni ali nepopolni ali če se z njihovim zbiranjem ali nadaljnjo obdelavo krši ta sporazum ali pravila, ki jih uporablja pogodbenica pošiljateljica.

2. Če pogodbenica ugotovi, da podatki, ki jih je prejela od druge pogodbenice po tem sporazumu, niso točni, sprejme vse ustrezne ukrepe za zavarovanje pred zmotnim zaupanjem v te podatke, kar vključuje zlasti dopolnitev, izbris ali popravek teh podatkov.

3. Vsaka pogodbenica obvesti drugo pogodbenico, če ugotovi, da so vsebinsko pomembni podatki, ki jih je poslala drugo pogodbenico ali jih je od nje prejela po tem sporazumu, netočni ali nezanesljivi ali da v zvezi z njimi obstaja znaten dvom.

17. člen

Dokumentacija o pošiljanju in obdelavi osebnih podatkov

1. Vsaka pogodbenica evidentira vsako pošiljanje in vsak prejem osebnih podatkov s strani organa, ki upravlja zbirko podatkov, in organa, ki izvaja iskanje, zaradi preverjanja, ali je pošiljanje skladno s tem sporazumom. Evidentirajo se:

- a) razlog za pošiljanje,
- b) informacije o poslanih podatkih,
- c) datum pošiljanja in
- d) ime ali sklic na organ, ki izvaja iskanje, in na organ, ki upravlja zbirko podatkov.

2. Za avtomatizirano iskanje podatkov na podlagi 4. in 8. člena velja:

a) avtomatizirano iskanje smejo opravljati le posebej pooblašteni uradniki nacionalne točke za stike. Vsaka pogodbenica vodi evidenco, ki ji omogoča, da ugotovi, katere osebe so sprožile ali izvedle iskanje;

b) vsaka pogodbenica zagotovi, da se evidentira vsako pošiljanje in prejem osebnih podatkov s strani organa, ki upravlja zbirko podatkov, in organa, ki izvaja iskanje, vključno z obvestilom, ali zadetek obstaja ali ne. Evidentirajo se:

- i) informacije o poslanih podatkih,
- ii) datum in čas pošiljanja,
- iii) ime ali sklic na organ, ki izvaja iskanje, in na organ, ki upravlja zbirko podatkov,
- iv) prejemnik podatkov, če so podatki poslani drugim stranem, in
- v) razlog za iskanje.

3. A Party may conduct an automated query of the other Party's fingerprint or DNA files under Articles 4 or 8, and process data received in response to such a query, including the communication whether or not a hit exists, solely in order to:

- a) establish whether the compared DNA profiles or fingerprint data match;
- b) prepare and submit a follow-up request for assistance in compliance with national law, including the legal assistance rules, if those data match; or
- c) conduct record-keeping, as required or permitted by its national law.

4. The Party administering the file may process the data supplied to it by the querying Party during the course of an automated query in accordance with Articles 4 and 8 solely where this is necessary for the purposes of comparison, providing automated replies to the query or record-keeping pursuant to Article 17. The data supplied for comparison shall be deleted immediately following data comparison or automated replies to queries unless further processing is necessary for the purposes mentioned under this Article, paragraph 3, subparagraphs (b) or (c).

Article 16

Correction, blockage and deletion of data

1. At the request of the supplying Party, the receiving Party shall be obliged to correct, block, or delete, consistent with its national law, data received under this Agreement that are incorrect or incomplete or if their collection or further processing contravenes this Agreement or the rules applicable to the supplying Party.

2. Where a Party becomes aware that data it has received from the other Party under this Agreement are not accurate, it shall take all appropriate measures to safeguard against erroneous reliance on such data, which shall include in particular supplementation, deletion, or correction of such data.

3. Each Party shall notify the other if it becomes aware that relevant material data it has transmitted to the other Party or received from the other Party under this Agreement are inaccurate or unreliable or are subject to significant doubt.

Article 17

Documentation on transmissions and processing of personal data

1. Each Party shall log every supply and every receipt of personal data by the body administering the file and the searching body for the purpose of verifying whether the supply is consistent with this Agreement. Logging shall contain the following:

- a) the reason for the supply;
- b) information on the data supplied;
- c) the date of the supply; and
- d) the name or reference of the searching body and the body administering the file.

2. The following shall apply to automated queries for data based on Articles 4 and 8:

a) Only specially authorized officers of the national contact point may carry out automated queries. Each Party shall maintain records that allow it to identify the individuals initiating or carrying out such queries.

b) Each Party shall ensure that each supply and receipt of personal data by the body administering the file and the searching body is recorded, including communication of whether or not a hit exists. Recording shall include the following:

- i) information on the data supplied;
- ii) the date and time of the supply;
- iii) the name or reference of the searching body and the body administering the file;
- iv) the recipient of the data in case the data are supplied to other entities; and
- v) the reason for the query.

3. Podatki, evidentirani v skladu s prvim in drugim odstavkom, se varujejo z ustreznimi ukrepi proti neprimerni uporabi in drugim oblikam neustrezne uporabe ter se hranijo dve leti. Po poteku tega roka hrambe se evidentirani podatki nemudoma izbrišejo, razen če to ni v skladu z notranjim pravom, vključujoč veljavno zakonodajo o varstvu podatkov ali zasebnosti, zakone, ki določajo postopkovne pravice, in pravila o hrambi.

18. člen

Varnost podatkov

1. Pogodbenici zagotovita izvajanje potrebnih tehničnih in organizacijskih ukrepov za varstvo osebnih podatkov pred nenamernim ali nezakonitim uničenjem, nenamerno izgubo ali nepooblaščenim razkritjem, spremembo, dostopom ali katero koli nepooblaščenno obliko obdelave. Pogodbenici zlasti v razumni meri izvajata ukrepe, s katerimi zagotovita, da imajo dostop do osebnih podatkov le pooblaščen osebe.

2. Tehnični postopki sodelovanja, ki urejajo avtomatizirano iskanje v zbirkah prstnih odtisov in zbirkah DNK v skladu s 4. in 8. členom, določajo:

a) da se ustrezno uporablja sodobna tehnologija za zagotavljanje varstva in zaščite podatkov ter njihove zaupnosti in celovitosti;

b) da se pri uporabi javno dostopnih omrežij uporabljajo postopki kodiranja in izdaje dovoljenj, ki jih potrjujejo za to pristojni organi, in

c) da se uporabi mehanizem, ki zagotavlja, da se izvaja le dopustno iskanje.

19. člen

Preglednost pri zagotavljanju informacij posameznikom, na katere se podatki nanašajo

1. Nobena določba tega sporazuma se ne razlaga kot poseganje v pravne obveznosti pogodbenic, določene z njuni zakoni, da posameznikom, na katere se podatki nanašajo, zagotovijo informacije o namenu obdelave podatkov, identiteti upravljavca podatkov, prejemnikih ali kategorijah prejemnikov, obstoju pravice dostopa do podatkov in pravice do popravka podatkov, ki se nanašajo nanje, in o vsakršnih nadaljnjih informacijah, kot so pravna podlaga postopka obdelave, za katerega so podatki namenjeni, roki za hrambo podatkov in pravica do ugovora, če so take nadaljnje informacije potrebne za zagotovitev poštene obdelave podatkov v zvezi s posamezniki, na katere se ti nanašajo, upoštevajoč namene in konkretne okoliščine, v katerih se podatki obdelujejo.

2. Pošiljanje takih informacij se lahko zavrne v skladu z zakoni pogodbenic, vključno s primeri, v katerih njihovo pošiljanje lahko ogrozi:

a) namene obdelave,

b) preiskave, pregone ali kazenske postopke, ki jih izvajajo pristojni organi v Sloveniji ali Združenih državah, ali

c) pravice in svobode tretjih oseb.

20. člen

Pregled in nadzor

1. Vsaka pogodbenica pregleduje izpolnjevanje svojih obveznosti o varstvu podatkov po določbah tega sporazuma in se po potrebi in če je to primerno z drugo pogodbenico dogovarja o vprašanih varstva in zaščite.

3. The data recorded pursuant to paragraphs 1 and 2 shall be protected with suitable measures against inappropriate use and other forms of improper use and shall be kept for two years. After the end of such preservation period, the recorded data shall be deleted immediately, unless this is inconsistent with national law, including applicable data protection or privacy legislation, procedural rights legislation, and retention rules.

Article 18

Data security

1. The Parties shall ensure that the necessary technical measures and organizational arrangements are utilized to protect personal data against accidental or unlawful destruction, accidental loss or unauthorized disclosure, alteration, access or any unauthorized form of processing. The Parties in particular shall reasonably take measures to ensure that only those authorized to access personal data can have access to such data.

2. The technical procedures for cooperation that govern the automated querying of fingerprint and DNA files pursuant to Articles 4 and 8 shall provide:

a) that appropriate use is made of modern technology to ensure data protection, security, confidentiality and integrity;

b) that encryption and authorization procedures recognized by the competent authorities are used when having recourse to generally accessible networks; and

c) for a mechanism to ensure that only permissible queries are conducted.

Article 19

Transparency in providing information to the data subjects

1. Nothing in this Agreement shall be interpreted to interfere with the Parties' legal obligations, as set forth by their respective laws, to provide data subjects with information as to the purposes of the processing and the identity of the data controller, the recipients or categories of recipients, the existence of the right of access to and the right to rectify the data concerning him or her and any further information such as the legal basis of the processing operation for which the data are intended, the time limits for storing the data and the right of recourse, in so far as such further information is necessary, having regard for the purposes and the specific circumstances in which the data are processed, to guarantee fair processing with respect to data subjects.

2. Such information may be denied in accordance with the respective laws of the Parties, including if providing this information may jeopardize:

a) the purposes of the processing;

b) investigations, prosecutions, or criminal proceedings conducted by the competent authorities in the United States or by the competent authorities in Slovenia; or

c) the rights and freedoms of third parties.

Article 20

Oversight and monitoring

1. Each Party monitors its respective compliance with the provisions of this Agreement pertaining to the protection of personal data and shall communicate with the other Party, as necessary and appropriate, regarding protection and security issues.

2. Ustrezni nadzorni organi ali druge pristojne organizacije, ustanovljene v skladu z notranjim pravom Republike Slovenije, lahko glede osebnih podatkov, ki jih zagotavlja Republika Slovenija po tem sporazumu, izvajajo nadzor nad zakonitostjo obdelave teh osebnih podatkov s strani Slovenije. Če ustrezni nadzorni organi ali druge pristojne organizacije v določenem primeru, po pritožbi posameznika, na katerega se podatki domnevno nanašajo, ali glede na druge informacije (nadzor po uradni dolžnosti) ugotovijo, da je Republika Slovenija odgovorna za nezakonito obdelavo, netočnosti ali druge nepravilnosti, smejo ustrezni nadzorni organi ali druge pristojne organizacije le obvestiti pritožnika, da je bil opravljen nadzor in da ne morejo niti potrditi niti zanikati, da so bili pritožnikovi osebni podatki obdelani z namenom, da se pošljejo drugi pogodbenici tega sporazuma. Ustrezni nadzorni organ ali druga pristojna organizacija lahko sprejme druge upravne ukrepe ali ukrepe za odpravljanje nepravilnosti v skladu z notranjim pravom Republike Slovenije, ki ne posegajo v določbe tega sporazuma. Izvedeni ukrepi ostanejo zaupni 2 leti.

3. Nadzorni organi obeh pogodbenic lahko izmenjujejo informacije ali stališča o izvajanju svojih nadzornih pooblastil po tem sporazumu.

21. člen **Informacije**

Pogodbenica prejemnica na zaprosilo obvesti pogodbenico pošiljateljico o obdelavi poslanih podatkov in dobljenem rezultatu. Pogodbenica prejemnica zagotovi, da se odgovor pogodbenici pošiljateljici sporoči v razumnem roku.

22. člen **Razmerje do drugih sporazumov**

Določbe tega sporazuma se izvajajo v skladu z notranjimi zakoni in drugimi predpisi pogodbenic in ne posegajo v uporabo drugih pogodb, sporazumov ali dogovorov, ki omogočajo izmenjavo podatkov med Republiko Slovenijo in Združenimi državami, niti je ne omejujejo.

23. člen **Posvetovanje**

1. Pogodbenici se redno posvetujeta o izvajanju določb tega sporazuma in, brez vpliva na 25. člen, o katerem koli pomembnem razvoju dogodkov med Evropsko unijo in Združenimi državami Amerike na področju varstva osebnih podatkov v okviru odkrivanja in pregona kaznivih dejanj.

2. V primeru spora zaradi razlage ali uporabe tega sporazuma se pogodbenici posvetujeta, da bi olajšali njegovo reševanje.

24. člen **Stroški**

Vsaka pogodbenica krije stroške svojih organov, ki nastanejo pri izvajanju tega sporazuma. V posebnih primerih se lahko pogodbenici dogovorita drugače.

25. člen **Končne določbe**

1. Ta sporazum začne veljati 30 dni po datumu zadnjega uradnega obvestila, s katerim se pogodbenici po diplomatski poti obvestita o izpolnitvi notranjepravnih zahtev za začetek njegove veljavnosti. 8., 9. in 10. člen se začnejo uporabljati po datumu zadnjega uradnega obvestila, s katerim se pogodbenici po diplomatski poti obvestita, da sta obe zmožni izvajati te člene na podlagi vzajemnosti. Ti obvestili se izmenjata, ko zakoni obeh pogodbenic dopuščajo obdelavo DNK, predvideno v 8., 9. in 10. členu.

2. With regard to personal data provided by the Republic of Slovenia under this Agreement, the appropriate monitoring bodies or other competent organizations established in accordance with the domestic law of the Republic of Slovenia may perform monitoring concerning the legality of Slovenia's processing of that personal data. If in a specific case, following a complaint by a presumptive data subject or other information (ex officio monitoring), such monitoring by the appropriate monitoring bodies or other competent organizations establishes that the Republic of Slovenia was responsible for unlawful processing, inaccuracies or other irregularities, the appropriate monitoring body or other competent organizations may only inform the complainant that the body has conducted the monitoring and that the body can neither confirm nor deny that the complainant's personal data was processed in order to be transmitted to the other Party to this Agreement. The appropriate monitoring body or other competent organization may take any other administrative or correcting measures in accordance with the domestic law of the Republic of Slovenia that do not interfere with the provisions of this Agreement. The measures taken shall remain confidential for a period of 2 years.

3. The monitoring bodies of both Parties may exchange information or views concerning the implementation of their monitoring powers under this Agreement.

Article 21 **Information**

Upon request, the receiving Party shall inform the supplying Party of the processing of supplied data and the result obtained. The receiving Party shall ensure that its answer is communicated to the supplying Party within a reasonable timeframe.

Article 22 **Relation to other Agreements**

The provisions of this Agreement shall be implemented in accordance with each Party's domestic laws and regulations, and shall not prejudice or restrict the application of any other treaty, agreement or arrangement allowing for information sharing between the Republic of Slovenia and the United States.

Article 23 **Consultations**

1. The Parties shall consult each other regularly on the implementation of the provisions of this Agreement and, without prejudice to Article 25, on any relevant developments between the European Union and the United States of America concerning the protection of personal data in the law enforcement context.

2. In the event of any dispute regarding the interpretation or application of this Agreement, the Parties shall consult each other in order to facilitate its resolution.

Article 24 **Expenses**

Each Party shall bear the expenses incurred by its authorities in implementing this Agreement. In special cases, the Parties may agree on different arrangements.

Article 25 **Final provisions**

1. This Agreement shall enter into force 30 days after the date of the later note completing an exchange of diplomatic notes between the Parties indicating that each has fulfilled its internal legal requirements for its entry into force. Articles 8 through 10 shall not be effective until the date of the later note completing an exchange of diplomatic notes between the Parties indicating that each Party is able to implement those Articles on a reciprocal basis. This exchange shall occur if the laws of both Parties permit the type of DNA screening contemplated by Articles 8 through 10.

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

3. Vsaka pogodbenica lahko kadar koli pisno odpove ta sporazum ob upoštevanju trimesečnega odpovednega roka. Določbe tega sporazuma se še naprej uporabljajo za podatke, prejete pred prenehanjem njegove veljavnosti.

Sestavljeno v Ljubljani, dne 13. septembra 2012, v dveh izvornikih v slovenskem in angleškem jeziku, pri čemer sta obe besedili enako verodostojni.

ZA VLADO
REPUBLIKE SLOVENIJE

ZA VLADO
ZDRUŽENIH DRŽAV AMERIKE

Vinko Gorenak l.r. **Joseph A. Mussomeli** l.r.

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 of this Article.

3. This Agreement may be terminated by either Party with three months' notice in writing to the other Party. The provisions of this Agreement shall continue to apply to data supplied prior to such termination.

Done at Ljubljana, this 13 day of September, 2012, in duplicate, in the Slovenian and English languages, both texts being equally authentic.

FOR THE GOVERNMENT
OF THE REPUBLIC
OF SLOVENIA

FOR THE GOVERNMENT
OF THE UNITED STATES
OF AMERICA

Vinko Gorenak (s) **Joseph A. Mussomeli** (s)

Priloga

**Kategorije kaznivih dejanj, vključene v obseg dvostranskega sporazuma
o preprečevanju hujših kaznivih dejanj in boju proti njim (PCSC)**

rop	armed robbery
požig	arson
– ogrožanje z nevarnim orodjem pri pretepu ali prepiru – lahka telesna poškodba prizadeta z orožjem, nevarnim orodjem ali drugim sredstvom	assault with a deadly weapon
kršitev nedotakljivosti stanovanja	burglary
– napad na informacijski sistem – zloraba informacijskega sistema	computer related crime
hudodelsko združevanje za dejanja s tega seznama, če se lahko izreče kazen več kot 3 leta zapora ali dosmrtnega zapora	conspiracy or organized crime for offenses on this list
– nedovoljeno sprejemanje daril – nedovoljeno dajanje daril – jemanje podkupnine – dajanje podkupnine – sprejemanje koristi za nezakonito posredovanje – dajanje daril za nezakonito posredovanje	corruption
– preslepitev kupcev – neupravičena uporaba tuje oznake ali modela, tihotapstvo	counterfeiting and piracy of products
ponarejanje denarja	counterfeiting currency
– obremenjevanje ali uničenje okolja – onesnaževanje morja in voda s plovili – onesnaževanje pitne vode – uničenje nasadov s škodljivo snovjo – uničevanje gozdov – nezakonito ravnanje z zaščitenimi živalmi in rastlinami	environmental crime, including illicit trafficking in endangered animal species and endangered plant species and varieties
izsiljevanje	extortion
prepovedano prehajanje meje ali ozemlja države	facilitation of unauthorized entry and residence
– ponarejanje listin – posebni primeri ponarejanja listin	forgery of administrative documents and trafficking therein
– ponarejanje in uporaba ponarejenih vrednotnic ali vrednostnih papirjev – uporaba ponarejenega negotovinskega plačilnega sredstva	forgery of means of payment
– goljufija – poslovna goljufija – goljufija na škodo Evropske unije	fraud
genocid	genocide
prevzem identitete druge osebe z zlorabo osebnih podatkov	identity theft
trgovina z ljudmi	illicit trade in human organs and tissue
nedovoljen izvoz in uvoz stvari, ki so posebnega kulturnega pomena, ali naravne vrednote; poškodovanje ali uničenje stvari, ki so posebnega kulturnega pomena ali naravne vrednote	illicit trafficking in cultural goods, including antiques and works of art
neupravičena proizvodnja in promet s prepovedanimi drogami, nedovoljenimi snovmi v športu in predhodnimi sestavinami za izdelavo prepovedanih drog	illicit trafficking in narcotic drugs and psychotropic substances, including illicit trafficking in hormonal substances and other growth promoters
protipravno ravnanje z jedrskimi ali drugimi nevarnimi radioaktivnimi snovmi	illicit trafficking in nuclear or radioactive materials
nedovoljena proizvodnja in promet orožja ali eksploziva	illicit trafficking in weapons, munitions and explosives

– ugrabitev – protipraven odvzem prostosti – jemanje talcev (vojna hudodelstva)	kidnapping, illegal restraint and hostage-taking
pranje denarja	laundering of the proceeds of crime
posebno huda telesna poškodba	mayhem
– umor –huda telesna poškodba	murder, grievous bodily harm
hudodelsko združevanje	organized crime
kriva izpovedba	perjury
izsiljevanje	racketeering and extortion
– posilstvo – spolno nasilje – spolna zloraba slabotne osebe	rape and other serious sexual assault
sabotaža	sabotage
– spolni napad na osebo, mlajšo od petnajst let – prikazovanje, izdelava, posest in posredovanje pornografskega gradiva – zloraba prostitucije (mladoletna oseba) – spolna zloraba slabotne osebe	sexual exploitation of children and child pornography
davčna zatajitev	tax offences
terorizem	terrorism
– financiranje terorizma – ščuvanje in javno povečevanje terorističnih dejanj – novačenje in usposabljanje za terorizem	terrorism - related offenses (e.g. material support for terrorism)
– trgovina z ljudmi – spravljanje v suženjsko razmerje	trafficking and smuggling of human beings
– tatvina – velika tatvina – prikrivanje motornih vozil (prikrivanje)	theft, and theft-related offenses, including trafficking in stolen vehicles
– ugrabitev zrakoplova ali plovila – piratstvo	unlawful seizure of aircraft or ships
vojna hudodelstva	war crimes

Annex

**Categories of offenses included within the scope of the bilateral Preventing
and Combating Serious Crime (PCSC) Agreement**

armed robbery	rop
arson	požig
assault with a deadly weapon	– ogrožanje z nevarnim orodjem pri pretepu ali prepiru – lahka telesna poškodba prizadeta z orožjem, nevarnim orodjem ali drugim sredstvom
burglary	kršitev nedotakljivosti stanovanja
computer related crime	– napad na informacijski sistem – zloraba informacijskega sistema
conspiracy or organized crime for offenses on this list	hudodelsko združevanje za dejanja s tega seznama, če se lahko izreče kazen več kot 3 leta zapore ali dosmrtnega zapore
corruption	– nedovoljeno sprejemanje daril – nedovoljeno dajanje daril – jemanje podkupnine – dajanje podkupnine – sprejemanje koristi za nezakonito posredovanje – dajanje daril za nezakonito posredovanje
counterfeiting and piracy of products	– preslepitev kupcev – neupravičena uporaba tuje oznake ali modela, tihotapstvo
counterfeiting currency	ponarejanje denarja
environmental crime, including illicit trafficking in endangered animal species and endangered plant species and varieties	– obremenjevanje ali uničenje okolja – onesnaževanje morja in voda s plovili – onesnaževanje pitne vode – uničenje nasadov s škodljivo snovjo – uničevanje gozdov – nezakonito ravnanje z zaščitnimi živalmi in rastlinami
extortion	izsiljevanje
facilitation of unauthorized entry and residence	prepovedano prehajanje meje ali ozemlja države
forgery of administrative documents and trafficking therein	– ponarejanje listin – posebni primeri ponarejanja listin
forgery of means of payment	– ponarejanje in uporaba ponarejenih vrednotnic ali vrednostnih papirjev – uporaba ponarejenega negotovinskega plačilnega sredstva
fraud	– goljufija – poslovna goljufija – goljufija na škodo Evropske unije
genocide	genocid
identity theft	prevzem identitete druge osebe z zlorabo osebnih podatkov
illicit trade in human organs and tissue	trgovina z ljudmi
illicit trafficking in cultural goods, including antiques and works of art	nedovoljen izvoz in uvoz stvari, ki so posebnega kulturnega pomena, ali naravne vrednote; poškodovanje ali uničenje stvari, ki so posebnega kulturnega pomena ali naravne vrednote
illicit trafficking in narcotic drugs and psychotropic substances, including illicit trafficking in hormonal substances and other growth promoters	neupravičena proizvodnja in promet s prepovedanimi drogami, nedovoljenimi snovmi v športu in predhodnimi sestavinami za izdelavo prepovedanih drog
illicit trafficking in nuclear or radioactive materials	protipravno ravnanje z jedrskimi ali drugimi nevarnimi radioaktivnimi snovmi
illicit trafficking in weapons, munitions and explosives	nedovoljena proizvodnja in promet orožja ali eksploziva

kidnapping, illegal restraint and hostage-taking	<ul style="list-style-type: none"> – ugrabitev – protipraven odvzem prostosti – jemanje talcev (vojna hudodelstva)
laundering of the proceeds of crime	pranje denarja
mayhem	posebno huda telesna poškodba
murder, grievous bodily harm	<ul style="list-style-type: none"> – umor – huda telesna poškodba
organized crime	hudodelsko združevanje
perjury	kriva izpovedba
racketeering and extortion	izsiljevanje
rape and other serious sexual assault	<ul style="list-style-type: none"> – posilstvo – spolno nasilje – spolna zloraba slabotne osebe
sabotage	sabotaža
sexual exploitation of children and child pornography	<ul style="list-style-type: none"> – spolni napad na osebo, mlajšo od petnajst let – prikazovanje, izdelava, posest in posredovanje pornografskega gradiva – zloraba prostitucije (mladoletna oseba) – spolna zloraba slabotne osebe
tax offences	davčna zatajitev
terrorism	terorizem
terrorism - related offenses (e.g. material support for terrorism)	<ul style="list-style-type: none"> – financiranje terorizma – ščuvanje in javno povečevanje terorističnih dejanj – novačenje in usposabljanje za terorizem
trafficking and smuggling of human beings	<ul style="list-style-type: none"> – trgovina z ljudmi – spravljane v suženjsko razmerje
theft, and theft-related offenses, including trafficking in stolen vehicles	<ul style="list-style-type: none"> – tatvina – velika tatvina – prikrivanje motornih vozil (pikrivanje)
unlawful seizure of aircraft or ships	<ul style="list-style-type: none"> – ugrabitev zrakoplova ali plovila – piratstvo
war crimes	vojna hudodelstva

3. člen

Za izvajanje sporazuma skrbi ministrstvo, pristojno za notranje zadeve.

4. člen

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

Št. 212-05/12-10/11

Ljubljana, dne 1. februarja 2013

EPA 829-VI

Državni zbor
Republike Slovenije
Romana Tomc l.r.
Podpredsednica

16. Zakon o ratifikaciji Sporazuma o zračnem prometu med Vlado Republike Slovenije in Vlado Države Katar (BQAZP)

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 Vlado Republike Slovenije in Vlado Države Katar (BQAZP)**

Razlašam Zakon o ratifikaciji Sporazuma o zračnem prometu med Vlado Republike Slovenije in Vlado Države Katar (BQAZP), ki ga je sprejel Državni zbor Republike Slovenije na seji dne 1. februarja 2013.

Št. 003-02-2/2013-5
Ljubljana, dne 11. februarja 2013

Borut Pahor l.r.
Predsednik
Republike Slovenije

Z A K O N**O RATIFIKACIJI SPORAZUMA O ZRAČNEM PROMETU MED VLADO REPUBLIKE SLOVENIJE IN VLADO DRŽAVE KATAR (BQAZP)**

1. člen

Ratificira se Sporazum o zračnem prometu med Vlado Republike Slovenije in Vlado Države Katar, sklenjen v Dohi 1. februarja 2011.

2. člen

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

**S P O R A Z U M
O ZRAČNEM PROMETU
MED VLADO REPUBLIKE SLOVENIJE
IN VLADO DRŽAVE KATAR**

Vlada Republike Slovenije in Vlada Države Katar (v nadaljnjem besedilu pogodbenici) sta se

kot pogodbenici Konvencije o mednarodnem civilnem letalstvu, ki je bila na voljo za podpis v Chicagu 7. decembra 1944, ob zavedanju vse večjega pomena mednarodnega zračnega prometa in v želji, da skleneta sporazum o vzpostavitvi in izvajanju zračnega prometa med njunima ozemljema in zunaj njunih ozemelj,

dogovorili:

**1. ČLEN
POMEN IZRAZOV**

V tem sporazumu, razen če sobesedilo ne zahteva drugače:

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

b. izraz »pristojni organ« pomeni za Republiko Slovenijo Ministrstvo za promet in za Državo Katar predsednika Uprave za civilno letalstvo ali v obeh primerih katero koli osebo ali organ, pristojen za naloge, ki jih trenutno opravljata omenjena organa;

**A I R S E R V I C E S A G R E E M E N T
BETWEEN THE GOVERNMENT OF THE
REPUBLIC OF SLOVENIA AND THE
GOVERNMENT OF THE STATE OF QATAR**

The Government of the Republic of Slovenia and the Government of the State of Qatar (hereinafter individually referred to as "the Contracting Party" or "each Contracting Party" and collectively referred to as "the Contracting Parties"),

Being Parties to the Convention on International Civil Aviation opened for signature at Chicago on 7 December 1944;

Recognising the increasing importance of international air transportation and desiring to conclude an Agreement for the purpose of the establishment and operation of air services between and beyond their respective territories;

Have agreed as follows:

**ARTICLE 1
DEFINITIONS**

For the purposes of this Agreement, unless otherwise stated, the term:

a. "the Convention" means the Convention on International Civil Aviation opened for signature at Chicago on 7 December 1944, and includes any Annex adopted under Article 90 of that Convention and any amendment of the Annexes or Convention under Articles 90 and 94 thereof, insofar as those Annexes and amendments had entered into force for both Contracting Parties;

b. "Aeronautical Authorities" means, in the case of the Republic of Slovenia, the Ministry of Transport and in the case of the State of Qatar the Chairman of the Civil Aviation authority; or, in both cases, any other authority or person empowered to perform the functions currently exercised by the said authorities;

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

c. izraz »sporazum« pomeni ta sporazum, njegove priloge in njegove morebitne spremembe;

d. izrazi »zračni promet«, »mednarodni zračni promet«, »prevoznik« in »pristanek v nekomercialne namene« imajo pomen, kot je določeno v 96. členu konvencije;

e. izraz »določeni prevoznik« pomeni prevoznika, ki je bil določen in pooblaščen v skladu s 3. členom tega sporazuma;

f. izraz »zmogljivost« v zvezi z letalom pomeni nosilnost letala na tej progi ali delu proge; v zvezi z dogovorjenim prometom pomeni zmogljivost letala, ki se uporablja v tem prometu, pomnoženo s frekvenco operacij takega letala v določenem časovnem obdobju na progi ali delu proge;

g. »država članica Evropske skupnosti« pomeni državo, ki je podpisala Pogodbo o ustanovitvi Evropske skupnosti;

h. izraz »tarifa« pomeni cene za mednarodni prevoz potnikov, prtljage in tovora ter pogoje, pod katerimi te cene veljajo, vključno s ceno in pogoji za agencijo ter druge pomožne storitve, izvzeta pa so plačila in pogoji za prevoz pošte;

i. izraz »ozemlje« ima pomen, ki mu je dodeljen v 2. členu konvencije;

j. izraz »pristojbina za uporabnike« pomeni pristojbino, zaračunano prevoznikom za uporabo objektov in služb letališč, navigacijskih naprav ali služb za varovanje v letalstvu;

k. sklicevanje na letalskega prevoznika Republike Slovenije je treba razumeti kot sklicevanje na letalskega prevoznika, ki ga določi Republika Slovenija;

l. sklicevanje na državljane Republike Slovenije je treba razumeti kot sklicevanje na državljane držav članic Evropske unije.

2. ČLEN

PODELITEV PRAVIC

1. Pri opravljanju rednega mednarodnega zračnega prometa določenih letalskih prevoznikov pogodbenica prizna drugi pogodbenici:

- a) pravico do preleta svojega ozemlja brez pristanka,
- b) pravico do pristanka na svojem ozemlju v nekomercialne namene,
- c) pravico do pristanka v krajih na progah iz drugega odstavka, zaradi vkrcajanja ali izkrcanja potnikov, prtljage, tovora in pošte, ki prihajajo ali so namenjeni v kraje na določenih progah,

d) druge pravice, določene s tem sporazumom.

2. Vsaka pogodbenica določenemu letalskemu prevozniku druge pogodbenice prizna pravice, določene v tem sporazumu, zaradi opravljanja rednega mednarodnega zračnega prometa na progah, navedenih v ustreznem delu pregleda prog, ki je priloga tega sporazuma. Tak promet in proge pomenijo »dogovorjeni promet« in »določene proge«.

3. Nobena določba tega člena ne daje določenemu letalskemu prevozniku ene pogodbenice pravice, da za plačilo ali najemnino na ozemlju druge pogodbenice vkrca potnike, prtljago, tovor in pošto, ločeno ali v kombinaciji, če so namenjeni v drug kraj na ozemlju te pogodbenice (kabotaža).

4. Če določeni letalski prevoznik ene pogodbenice ne more opravljati prevozov na svoji običajni progi zaradi oboženega spopada, političnih nemirov, posebnih ali izjemnih okoliščin, poskuša druga stranka po svojih najboljših močeh omogočiti nadaljnje opravljanje prevozov tako, da take proge preusmeri, vključno s podelitvijo pravic za obdobje, ki bo potrebno za tako opravljanje prevozov. Te določbe se brez razlikovanja uporabljajo za določenega letalskega prevoznika pogodbenic.

c. "Agreement" means this Agreement, its Annexes, and any amendments thereto;

d. "air service", "international air service", "airline", and "stop for non-traffic purposes", have the meanings assigned to them in Article 96 of the Convention;

e. "designated airline" means any airline, which has been designated and authorised in accordance with Article 3 of this Agreement;

f. "capacity" in relation to an aircraft means the payload of the aircraft available on the route or section of a route; in relation to a specified air service, it refers to the capacity of aircraft used on such a service, multiplied by the frequency of the flights operated by such an aircraft over a given period and route or section of a route.

g. "European Community Member State" means a State that is a Contracting Party to the Treaty establishing the European Community;

h. "tariff" means the prices to be charged for the international carriage of passengers, baggage or cargo and the conditions under which those prices apply, including prices and conditions for agency and other ancillary services, but excluding remuneration and conditions for the carriage of mail;

i. "territory" has the meaning assigned to it in Article 2 of the Convention;

j. "user charges" means a charge imposed on airlines for the provision of airport, air navigation or aviation security facilities or services, including related services and facilities;

k. references to the airline of the Republic of Slovenia shall be understood as referring to the airline designated by the Republic of Slovenia; and

l. references to nationals of the Republic of Slovenia shall be understood as referring to nationals of European Union Member States.

ARTICLE 2

GRANT OF RIGHTS

1. Each Contracting Party shall grant to the other Contracting Party, for the purpose of operating scheduled international air service by the designated airlines:

- a) the right to fly across its territory without landing,
- b) the right to land in its territory for non-traffic purposes,

c) the right to land at the points named on the routes specified in accordance with paragraph 2 for the purpose of taking on board and discharging passengers, baggage, cargo and mail coming from or destined for points on the specified routes; and

d) the rights otherwise specified in this Agreement.

2. Each Contracting Party grants to the designated airline of the other Contracting Party the rights hereinafter specified in this Agreement for the purpose of operating scheduled international air services on the routes specified in the appropriate Section of the Route Schedule annexed to this Agreement. Such services and routes are hereinafter called "the agreed services" and "the specified routes", respectively.

3. Nothing in this Article shall be deemed to confer on the designated airline of one Contracting Party the right to take on in the territory of the other Contracting Party, passengers, baggage, cargo and mail, separately or in combination carried for remuneration or hire and destined for another point in the territory of the other Contracting Party (cabotage).

4. If the designated airline of one Contracting Party is unable to operate services on its normal routing because of armed conflict, political disturbances or special and unusual circumstances, the other Contracting Party shall make its best efforts to facilitate the continued operation of such service through appropriate rearrangements of such routes, including the grant of rights for such time as may be necessary to facilitate viable operations. The provisions of this norm shall be applied without discrimination between the designated airlines of the Contracting Parties.

3. ČLEN**DOLOČITEV PREVOZNIKOV IN IZDAJA DOVOLJENJ
ZA OPRAVLJANJE PROMETA**

1. Vsaka pogodbenica ima pravico drugo pogodbenico pisno obvestiti o letalskem prevozniku, ki bo na podlagi sporazuma opravljal dogovorjene storitve, ter preklicati ali spremeniti pooblastilo.

2. Po prejemu obvestila o določitvi prevoznika in vlog določenega prevoznika v obliki in na način, ki sta predpisana za dovoljenja za opravljanje prevoza in tehnična dovoljenja, druga pogodbenica po najkrajšem postopku izda ustrezno pooblastilo in dovoljenje, če:

a) za letalskega prevoznika, ki ga določi Republika Slovenija:

(i) ima sedež na ozemlju Republike Slovenije po Pogodbi o delovanju Evropske unije ter ima veljavno operativno licenco v skladu z zakonodajo Evropske skupnosti,

(ii) država članica Evropske unije, pristojna za izdajo spričevala letalskega prevoznika, opravlja in vzdržuje učinkovit nadzor letalskega prevoznika v skladu s predpisi in je organ nadzora v obvestilu o določitvi prevoznika jasno naveden,

(iii) je letalski prevoznik v neposredni ali večinski lasti in ga dejansko nadzirajo država članica Evropske unije ali Evropsko združenje za prosto trgovino in/ali državljani teh držav.

b) za letalskega prevoznika, ki ga določi Država Katar:

(i) ima sedež na ozemlju Države Katar in ima licenco v skladu z veljavno zakonodajo Katarja,

(ii) Katar opravlja učinkovit nadzor letalskega prevoznika v skladu s predpisi,

(iii) je letalski prevoznik v neposredni ali večinski lasti in ga dejansko nadzirajo Katar in/ali državljani Katarja in/ali pravne osebe Katarja.

c) Določeni letalski prevoznik je usposobljen za izpolnjevanje pogojev, predpisanih v zakonodaji, ki jo pogodbenica, ki obravnava vlogo ali vloge, navadno uporablja pri opravljanju mednarodnega zračnega prometa.

3. Ko je letalski prevoznik tako določen in pooblaščen, lahko kadar koli začne opravljati dogovorjene storitve, če spoštuje vse ustrezne določbe tega sporazuma.

4. ČLEN**PREKLIC, ZAČASNI ODVZEM
IN OMEJITEV PRAVIC**

1. Pogodbenica lahko letalskemu prevozniku, ki ga določi druga pogodbenica, zavrne, prekliče, začasno odvzame ali omeji dovoljenje za opravljanje prevoza ali tehnično dovoljenje, če:

a) za letalskega prevoznika, ki ga določi Republika Slovenija:

(i) nima sedeža na ozemlju Republike Slovenije po Pogodbi o delovanju Evropske unije ali nima veljavne operativne licence v skladu z zakonodajo Evropske skupnosti,

(ii) država članica Evropske unije, pristojna za izdajo dovoljenja za opravljanje zračnih prevozov, ne opravlja in vzdržuje učinkovitega nadzora letalskega prevoznika v skladu s predpisi ali če organ nadzora v obvestilu o določitvi letalskega prevoznika ni izrecno naveden,

(iii) letalski prevoznik ni v neposredni ali večinski lasti, ali ga dejansko ne nadzirajo država članica Evropske unije ali Evropsko združenje za prosto trgovino in/ali državljani teh držav.

Država Katar pri uveljavljanju pravic iz tega odstavka ne sme razlikovati med letalskimi prevozniki Skupnosti na podlagi narodnosti.

ARTICLE 3**DESIGNATION
AND AUTHORIZATION**

1. Each Contracting Party shall have the right to designate in writing to the other Contracting Party, an airline to operate the agreed services, in accordance with this Agreement, and to withdraw or alter such designation.

2. On receipt of such a designation, and of applications from the designated airline in the form and manner prescribed for operating authorizations and technical permissions, the other Contracting Party shall grant the appropriate authorizations and permissions with minimum procedural delay, provided that:

a) In the case of an airline designated by the Republic of Slovenia:

(i) it is established in the territory of the Republic of Slovenia under the Treaty on the Functioning of the European Union and has a valid Operating Licence in accordance with European Community law;

(ii) effective regulatory control of the airline is exercised and maintained by the European Union Member State responsible for issuing its Air Operator's Certificate and the relevant Aeronautical Authority is clearly identified in the designation; and

(iii) the airline is owned, directly or through majority ownership, and effectively controlled by Member States of the European Union or the European Free Trade Association and/or nationals of such states.

b) In the case of an airline designated by the State of Qatar:

(i) it is established in the territory of State of the Qatar and is licensed in accordance with the applicable law of Qatar; and

(ii) Qatar exercises and maintains effective regulatory control of the airline; and

(iii) the airline is owned, directly or through majority ownership, and is effectively controlled by Qatar and/or by nationals of Qatar and/or by legal entities of Qatar.

c) The designated airline is qualified to meet the conditions prescribed under the legislation normally applied to the operation of international air services by the Contracting Party considering the application or applications.

3. When an airline has been so designated and authorized, it may begin, at any time, to operate the agreed services, provided that the airline complies with all applicable provisions of this Agreement.

ARTICLE 4**REVOCAION, SUSPENSION AND LIMITATION
OF RIGHTS**

1. Either Contracting Party may refuse, revoke, suspend or limit the operating authorization or technical permission of an airline designated by the other Contracting Party, where:

a) in the case of an airline designated by the Republic of Slovenia:

(i) it is not established in the territory of the Republic of Slovenia under the Treaty on the Functioning of the European Union or does not have a valid Operating Licence in accordance with European Community law; or

(ii) effective regulatory control of the airline is not exercised or maintained by the Member State responsible for issuing its Air Operator's Certificate, or the relevant Aeronautical Authority is not clearly identified in the designation; or

(iii) the airline is not owned, directly or through majority ownership, or effectively controlled by Member States of the European Union or the European Free Trade Association and/or nationals of such states.

In exercising its right under this paragraph, the State of Qatar shall not discriminate between Community airlines on the grounds of nationality.

b) za letalskega prevoznika, ki ga določi Katar:

(i) nima sedeža na ozemlju Katarja in nima licence v skladu z veljavnimi zakoni in predpisi Katarja,

(ii) Katar ne opravlja učinkovitega nadzora letalskega prevoznika v skladu s predpisi,

(iii) letalski prevoznik ni v neposredni ali večinski lasti, ali ga dejansko ne nadzirajo Katar in/ali državljani Katarja in/ali pravne osebe Katarja;

c) če določeni letalski prevoznik ne izpolnjuje drugih pogojev iz zakonov in predpisov, ki jih pogodbenica, ki je prejela obvestilo o določitvi, uporablja za opravljanje mednarodnih zračnih prevozov,

d) če letalski prevoznik ne deluje v skladu z zakoni in predpisi pogodbenice, ki pravice prizna,

e) če letalski prevoznik ni sposoben opravljati dogovorjenih storitev v skladu s pogoji, ki jih določa ta sporazum.

2. Razen če ni zaradi preprečevanja kršitev navedenih zakonov in predpisov potrebno takojšnje ukrepanje, se pravice iz prvega odstavka tega člena uresničujejo šele po posvetovanju med pristojnima organoma. Posvetovanje se opravi v tridesetih (30) dneh od dneva predloga, razen če ni drugače dogovorjeno.

5. ČLEN UPORABA PREDPISOV

1. Določeni letalski prevoznik pogodbenice mora ob vstopu, izstopu ali bivanju na ozemlju druge pogodbenice spoštovati njene zakone, predpise in postopke, ki urejajo vstop, izstop ali zadrževanje letala, ki opravlja mednarodni zračni prevoz, ali operacije in navigacijo letala. Na ozemlju Republike Slovenije to velja tudi za zakonodajo Evropske unije.

2. Določeni letalski prevoznik pogodbenice mora ob vstopu na ozemlje druge pogodbenice zagotoviti, da se za potnike, posadko, prtljago in tovor upoštevajo zakoni, predpisi in postopki te pogodbenice, ki se nanašajo na potne liste ali druge veljavne potne listine, vstop, vstopne carinske postopke, gotovino, zdravje in karanteno.

6. ČLEN OPROSTITEV PLAČILA CARIN, DAVKOV IN DRUGIH DAJATEV

1. Letala, ki jih določeni prevoznik pogodbenice uporablja v mednarodnem zračnem prometu, ter vstop, izstop ali prelet, gorivo, maziva, nadomestni deli (vključno z motorji), kakor tudi njihova običajna oprema, oprema na letališču, druge potrošne tehnične zaloge, zaloge na letalu (vključno s hrano, pijačo, alkoholom in tobakom) in drugi izdelki za uporabo ali prodajo potnikom med poletom na letalu v omejenih količinah, so ob prihodu na ozemlje druge pogodbenice oproščeni vseh carin, davkov ali dajatev, če oprema in zaloge ostanejo na letalu, dokler niso ponovno izvoženi, ali se uporabljajo med preletom čez njeno ozemlje.

2. Razen plačil stroškov za opravljene storitve so carin, davkov in dajatev oproščeni tudi:

a) zaloge na letalih, natovorjene na ozemlju pogodbenice, v količinah, ki jih določijo organi te pogodbenice, za uporabo na letalu določenega prevoznika druge pogodbenice, ki opravlja mednarodni zračni promet;

b) in the case of an airline designated by Qatar:

(i) it is not established in the territory of Qatar or is not licensed in accordance with the applicable laws and regulations of Qatar;

(ii) Qatar does not exercise or maintain effective regulatory control of the airline; or

(iii) the airline is not owned, directly or through majority ownership, or effectively controlled by Qatar and/or by nationals of Qatar, and/or by legal entities of Qatar;

c) in the event that the designated airline is not qualified to meet other conditions prescribed under the laws and regulations normally applied to the operation of international air transport services by the Contracting Party receiving the designation; or

d) in the case of failure by such an airline to comply with the laws and regulation of the Contracting Party granting these rights, or

e) in the case the airline fails to operate the agreed services in accordance with the conditions prescribed under this Agreement.

2. Unless immediate action is essential to prevent infringement of the laws and regulations referred to above, the rights enumerated in paragraph 1 of this Article shall be exercised only after consultation between the Aeronautical Authorities. The consultation shall take place within a period of thirty (30) days of the consultation being proposed, unless otherwise agreed.

ARTICLE 5 APPLICATION OF LAWS

1. The laws, regulations and procedures of either Contracting Party relating to entry into, departure from or stay in its territory of the aircraft engaged in international air transport, or to the operation and navigation of such aircraft, shall be complied with by the designated airline of the other Contracting Party upon entry into, departure from, or during its stay within the said territory. In the territory of the Republic of Slovenia, this also applies to the legislation of the European Union.

2. The laws, regulations and procedures of one Contracting Party relating to passports or other approved travel documents, to entry, immigration, customs, clearance, currency, health and quarantine, shall be complied with by or on behalf of the passengers, crews, baggage and cargo carried by the aircraft of the designated airline of the other Contracting Party upon their entry into the territory of the said Contracting Party.

ARTICLE 6 EXEMPTION FROM CUSTOMS DUTIES, TAXES AND OTHER CHARGES

1. Aircraft operated on international air services by the designated airline of either Contracting Party, which are entering, departing from, or flying across, as well as fuel, lubricants, spare parts (including engines), as well as their regular equipment, ground equipment, other consumable technical supplies and aircraft stores (including food, beverages, liquor and tobacco) and other products destined for sale to or use by passengers in limited quantities during the flight on board such aircraft, shall, on entering into the territory of the other Contracting Party, be exempt from all customs duties, taxes or other charges levied, provided such equipment, supplies and aircraft stores remain on board the aircraft until they are re-exported, or are used on the part of the journey performed over that territory.

2. The following shall also be exempt from the same duties, taxes or charges, with exception of charges corresponding to the services performed:

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

b) rezervni deli in običajna oprema na letalih, ki je bila na ozemlje pogodbenice pripeljana zaradi vzdrževanja ali popravila letala, ki ga določeni prevoznik druge pogodbenice uporablja v mednarodnem zračnem prometu;

c) maziva in druge potrošne tehnične zaloge za uporabo na letalih, ki jih v mednarodnem zračnem prometu uporablja določeni prevoznik druge pogodbenice, tudi kadar so porabljene na delu poti nad ozemljem pogodbenice, na katerem so bile natovorjene;

d) predstavitveno in oglaševalsko gradivo, vneseno na ozemlje ali dobavljeno na ozemlju pogodbenice in natovorjeno v razumnih količinah, namenjeno za uporabo na letalu prevoznika druge pogodbenice, ki opravlja mednarodni zračni promet, tudi če se uporablja na delu poti čez ozemlje pogodbenice, na katerem je natovorjeno;

e) zaloga natisnjenih vozovnic, letalskih tovornih listov, uniforme za posadko, računalniki, pisarniški stroji in tiskalniki za vozovnice, ki jih določeni prevoznik uporablja za rezervacije in izdajo vozovnic ter tiskano gradivo z natisnjenimi oznakami določenega letalskega prevoznika ter običajno predstavitveno in oglaševalsko gradivo, ki ga letalski prevoznik deli zastonj in je vneseno na ozemlje druge pogodbenice.

3. Za vse gradivo iz drugega odstavka tega člena se lahko zahteva carinski nadzor.

4. Običajna letalska oprema ter material in zaloge na letalih, ki jih uporablja določeni prevoznik pogodbenice, smejo biti raztovorjeni na ozemlju druge pogodbenice le z odobritvijo njenih carinskih organov. V takem primeru so oprema, material in zaloge lahko pod njihovim nadzorom, dokler niso ponovno izvoženi ali drugače porabljeni v skladu s carinskimi predpisi.

5. Oprostitev iz tega člena se uporabljajo tudi, kadar določeni prevoznik pogodbenice sklene dogovor z nekim tretjim prevoznikom o posojilu ali prenosu predmetov, ki so določeni v prvem in drugem odstavku tega člena, na ozemlje druge pogodbenice, če druga pogodbenica takemu tretjemu prevozniku daje podobne oprostitev.

7. ČLEN

PRISTOJBINE ZA UPORABNIKE

1. Pogodbenica lahko določenemu prevozniku druge pogodbenice naloži ali dovoli, da se mu naložijo pravične in primerne pristojbine za uporabo letališč, drugih objektov in letalskih storitev, ki so pod njenim nadzorom.

2. Pristojbine ne smejo biti višje od pristojbin, zaračunanih letalu določenega prevoznika pogodbenice, ki uporablja podobne mednarodne storitve.

3. Pristojbine morajo biti pravične in primerne ter morajo temeljiti na zdravih ekonomskih načelih. Enako velja tudi za pristojbine za obravnavanje potnikov, prtljage in tovora ter za obravnavanje letala na letališčih z enim samim ponudnikom.

8. ČLEN

PROMET V NEPOSREDNEM TRANZITU

Za promet v neposrednem tranzitu čez ozemlje pogodbenice in pri katerem se ne zapušča določeno območje letališča, velja poenostavljen nadzor, razen za ukrepe varovanja za preprečevanje dejanj nezakonitega vmešavanja, kot sta nasilje in zračno piratstvo, ter občasnih ukrepov za boj proti nedovoljeni trgovini z mamili. Prtljaga in tovor v neposrednem tranzitu sta oproščena carinskih dajatev in drugih podobnih davkov.

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

c) lubricants and other consumable technical supplies destined to supply outbound aircraft operated on international air services by the designated airline of the other Contracting Party, even when these supplies are to be used on any part of the journey performed over the territory of the Contracting Party in which they have been taken on board;

d) promotional and advertising materials introduced into or supplied in the territory of one Contracting Party and taken on board, within reasonable limits, for use on outbound aircraft of an airline of the other Contracting Party engaged in international air transportation, even when these stores are to be used on a part of the journey performed over the territory of the Contracting Party in which they are taken on board; and

e) printed ticket stock, air waybills, staff uniforms, computers, office equipment and ticket printers used by a designated airline for reservations and ticketing, any printed material which bears the insignia of the designated airline printed thereon and usual publicity and promotional materials distributed free of charge by a such designated, airline which are introduced into the territory of the other Contracting Party.

3. All materials referred to in paragraph (2) of this Article may be required to be kept under customs supervision or control.

4. The regular airborne equipment, as well as the materials and supplies normally retained on board the aircraft of the designated airlines of either Contracting Party, may be unloaded in the territory of the other Contracting Party only with the approval of the customs authorities of that territory. In such case, they may 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.

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

ARTICLE 7

USER CHARGES

1. Each Contracting Party may impose or permit to be imposed on the designated airline of the other Contracting Party, just and reasonable fees or charges for the use of airports, other facilities and air services under its control.

2. These charges shall not be higher than the charges imposed upon aircraft of the designated airline of each Contracting Party engaged in similar international services.

3. Such charges shall be just and reasonable and shall be based on sound economic principles. The same applies to charges for handling passengers, baggage and cargo and for handling aircraft at airports with only one provider.

ARTICLE 8

TRAFFIC IN DIRECT TRANSIT

Traffic in direct transit across the territory of either Contracting Party and not leaving the area of an airport reserved for such a purpose shall, except in respect of security measures against the threat of unlawful interference, such as violence and air piracy and occasional measures for the combat of illicit drug traffic, be subject to no more than a simplified control. Baggage and cargo in direct transit shall be exempt from customs duties and other similar taxes.

9. ČLEN**PRIZNAVANJE SPRIČEVAL IN LICENC**

1. Spričevala o plovnosti, spričevala o sposobnosti ali licence, ki jih izda ali potrdi pogodbenica, mora v obdobju njihove veljavnosti druga pogodbenica priznati kot veljavna pri opravljanju dogovorjenih storitev, če so zahteve, po katerih so bila spričevala ali licence izdane oziroma potrjene, vsaj enake ali višje kot minimalni standardi, ki se lahko uvedejo skladno s konvencijo.

2. Prvi odstavek velja tudi za letalskega prevoznika, ki ga določi Republika Slovenija, pri katerem predpisani nadzor opravlja druga država članica Evropske unije.

3. Pogodbenica ima pravico, da v zvezi z letom nad svojim ozemljem ali pristankom na njem ne prizna veljavnosti spričeval o sposobnosti in licenc, ki jih je njenim državljanom izdala druga država.

4. Če privilegiji ali pogoji licenc ali spričeval iz prvega odstavka tega člena, ki jih je neki osebi ali določenemu letalskemu prevozniku oziroma v zvezi z letalom, ki leti na določenih progah, izdal pristojni organ pogodbenice, odstopajo od standardov konvencije, o čemer je bila obveščena Mednarodna organizacija civilnega letalstva, lahko pristojni organ druge pogodbenice v skladu s 17. členom tega sporazuma, da bi se prepričal o sprejemljivosti take prakse, zahteva posvetovanje s pristojnim organom prve pogodbenice. Če ni mogoče skleniti zadovoljivega dogovora, nastopijo razlogi za uporabo 5. člena tega sporazuma.

10. ČLEN**KOMERCIALNE DEJAVNOSTI**

1. Pogodbenica določenemu letalskemu prevozniku druge pogodbenice na temelju vzajemnosti podeli pravico do tega, da

- a) na njenem ozemlju ustanovi predstavništva za oglaševanje letalskih prevozov in prodajo letalskih kart in drugih pomožnih izdelkov in pripomočkov, potrebnih za opravljanje zračnih prevozov v skladu z zakoni in predpisi druge pogodbenice;

- b) na ozemlje druge pogodbenice pripelje in na njem obdrži v skladu z zakoni in predpisi druge pogodbenice, ki veljajo za vstop, bivanje in zaposlovanje, vodstveno, prodajno, tehnično, operativno in drugo strokovno osebje, potrebno za zagotavljanje letalskih prevozov;

- c) na ozemlju druge pogodbenice neposredno ali po pooblaščenih zastopnikih po svoji izbiri prodaja svoje prevozne storitve. Določeni letalski prevozniki imajo za ta namen pravico uporabljati svoje dokumente za prevozne storitve.

2. Pristojni organ pogodbenice ukrene vse potrebno za zagotovitev predpisanega poslovanja predstavništva letalskega prevoznika, ki ga je določila druga pogodbenica.

3. Določeni letalski prevoznik pogodbenice ima pravico, da na ozemlju druge pogodbenice prodaja prevozne storitve, ki jih vsak lahko kupi v lokalni ali kateri koli prosto zamenljivi valuti drugih držav v skladu z veljavnimi predpisi o menjavi.

4. Vse navedene dejavnosti morajo potekati v skladu z zakoni in predpisi, ki veljajo na ozemlju druge pogodbenice.

ARTICLE 9**RECOGNITION OF CERTIFICATES AND LICENCES**

1. Certificates of airworthiness, certificates of competency and licenses issued or rendered valid by a Contracting Party and still in force shall be recognized as valid by the other Contracting Party for the purpose of operating the agreed services, provided that the requirements under which such certificates and licenses were issued or rendered valid are equal to or above the minimum standards which may be established under the Convention.

2. Paragraph (1) also applies in respect to an airline designated by the Republic of Slovenia whose regulatory control is exercised and maintained by another European Union Member State.

3. Each Contracting Party reserves the right to refuse the recognition, for the purpose of flights above or landing within its own territory, of certificates of competency and licenses granted to its own nationals by any other State.

4. If the privileges or conditions of the licences or certificates referred to in paragraph (1) above, issued by the Aeronautical Authorities of a Contracting Party to any person or designated airline or in respect of an aircraft operating the agreed services on the specified routes would permit a difference from the standards established under the Convention, and which difference has been filed with the International Civil Aviation Organization, the Aeronautical Authorities of the other Contracting Party may request consultation in accordance with Article 17 of this Agreement with the Aeronautical Authorities of that Contracting Party with a view to satisfying themselves that the practice in question is acceptable to them. Failure to reach a satisfactory agreement will constitute grounds for the application of Article 5 of this Agreement.

ARTICLE 10**COMMERCIAL ACTIVITIES**

1. Each Contracting Party shall on a reciprocal basis grant to any designated airline of the other Contracting Party the right

- a) to establish in the territory of the other Contracting Party offices for the promotion of air transportation and sale of air transportation documents as well as, in accordance with the laws and regulations of the other Contracting Party, other ancillary products and facilities required for the provision of air transportation;

- b) to bring in and maintain in the territory of the the Contracting Party – in accordance with the laws and regulations of such other Contracting Party relating to entry, residence and employment – managerial, sales, technical, operational and other specialist staff required for the provision of air transportation, and

- c) in the territory of the other Contracting Party, to engage directly, at the airlines' discretion and through its agents, in the sale of air transportation. For this purpose the designated airlines shall have the right to use their own air transportation documents.

2. The competent authorities of each Contracting Party shall take all necessary steps to ensure that the representation of the airline designated by the other Contracting Party may exercise their activities in an orderly manner.

3. The designated airlines of each Contracting Party shall have the right to sell, in the territory of the other Contracting Party, air transportation, and any person shall be free to purchase such transportation in the currency of that territory or in freely convertible currencies of other countries in accordance with the foreign exchange regulations in force.

4. All the above activities shall be conducted in accordance with the applicable laws and regulations in force in the territory of the other Contracting Party.

11. ČLEN**ZAMENJAVA IN PRENOS PRIHODKA**

1. Pogodbenica določenemu letalskemu prevozniku druge pogodbenice prizna pravico, da po uradnem menjalnem tečaju v svojo državo prosto nakaže presežek prejemkov nad izdatki od prodaje letalskih prevozov pri dogovorjenih storitvah na ozemlju druge pogodbenice.

2. Določeni letalski prevoznik pogodbenice ima pravico do plačila lokalnih stroškov na ozemlju druge pogodbenice v lokalni valuti, če je to v skladu z lokalnimi predpisi o valutah, pa v kateri koli prosto zamenljivi valuti.

3. Če med pogodbenicama obstaja sporazum o izogibanju dvojnemu obdavčevanju ali če obstaja poseben sporazum o prenosu sredstev med pogodbenicama, prevlada tak sporazum.

12. ČLEN**NAČELA ZA OPRAVLJANJE
DOGOVORJENIH STORITEV**

1. Določena letalska prevoznika pogodbenic morata imeti poštene in enake možnosti za opravljanje dogovorjenih storitev na določenih progah.

2. Določeni letalski prevoznik pogodbenice mora pri opravljanju dogovorjenih storitev upoštevati interese določenega letalskega prevoznika druge pogodbenice, da ne bi neupravičeno škodil storitvam, ki jih slednji v celoti ali delno ponuja na isti progi.

3. Dogovorjene storitve, ki jih zagotavljata določena letalska prevoznika pogodbenic, morajo dosledno slediti javnim zahtevam za prevoz na določenih progah, njihov glavni cilj pa mora biti zagotavljanje primernih zmogljivosti pri sprejemljivem polnjenju, primernem trenutnim in pričakovanim zahtevam po prevozih, vključno s sezonskimi nihANJI prometa pri vkrcanju ali izkrcanju na ozemlju pogodbenice, ki je določila prevoznika. Zagotavljanje prevoza potnikov in tovora, vključno s pošto, natovorjeno in raztovorjeno na dogovorjenih progah v krajih na ozemlju držav, ki niso na seznamu, poteka v skladu s splošnimi načeli o tem, da je zmogljivost odvisna od:

a) zahtev po prevozih na ozemlje pogodbenice, ki je prevoznika določila, in z njega;

b) zahtev po prevozih na območju, čez katero poteka dogovorjena proga, ob upoštevanju drugih prevoznih storitev, ki jih na istem območju opravljajo letalski prevozniki držav, ki tam delujejo;

c) zahtev opravljanja tranzitne letalske povezave.

13. ČLEN**OBVEŠČANJE O REDIH LETENJA**

Redi letenja za dogovorjene storitve se predložijo v odobritev pristojnemu organu druge pogodbenice najmanj trideset (30) dni pred predvidenim začetkom njihove uporabe. Pristojnima organoma pogodbenic se predložijo tudi vse spremembe redov letenja. V posebnih primerih je mogoče zgoraj navedeni rok skrajšati na podlagi medsebojnega dogovora omenjenih organov obeh pogodbenic.

14. ČLEN**VARNOST V LETALSTVU**

1. Pogodbenica lahko kadar koli zahteva posvetovanje o varnostnih standardih s katerega koli področja v zvezi z letalskimi objekti in napravami, letalsko posadko, letalom in njegovim upravljanjem, ki jih je sprejela druga pogodbenica. Posvetovanje se opravi v tridesetih (30) dneh od te zahteve.

ARTICLE 11**CONVERSION AND TRANSFER OF REVENUES**

1. Each Contracting Party grants to the designated airline of the other Contracting Party the right of free transfer at the official rate of exchange, of the excess of receipts over expenditure achieved in connection with the sale of air transportation on the agreed services in the territory of the other Contracting Party.

2. The designated airline of a Contracting Party shall have the right to pay for local expenses in the territory of the other Contracting Party in local currency, or provided that this is in accordance with local currency regulations, in any freely convertible currencies.

3. In case of an agreement between the Contracting Parties for the avoidance of double taxation, or in the event that there is a special agreement determining the transfer of funds between the two Contracting Parties, such special agreement shall prevail.

ARTICLE 12**PRINCIPLES GOVERNING OPERATION
OF THE AGREED SERVICES**

1. There shall be fair and equal opportunity for the designated airlines of both Contracting Parties to operate the agreed services on the specified routes.

2. In operating the agreed services, the designated airline of each Contracting Party shall take into account the interests of the designated airline of the other Contracting Party so as not to unduly affect the services that the latter provides in whole or on part of the same route.

3. The agreed services provided by the designated airlines of the Contracting Parties shall bear a close relationship to the requirements of the public for transportation on the specified routes and shall have as their primary objective, the provision of capacity, at a reasonable load factor, adequate to carry the current and reasonably anticipated traffic requirements, including seasonal variations for the carriage of traffic embarked or disembarked in the territory of the Contracting Party which has designated the airline. Provision for the carriage of passengers and cargo including mail both taken on board and discharged at points on the specified routes in the territories of States other than of that designating the airline, shall be made in accordance with the general principles that capacity shall be related to:

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

b) traffic requirements of the area through which the agreed service passes, after taking account of other transport services established by airlines of the States comprising the area; and

c) the requirements of through airline operation.

ARTICLE 13**NOTIFICATION OF TIME-TABLES**

The time-tables of the agreed services shall be submitted to the Aeronautical Authorities of the other Contracting Party for Approval, at least thirty (30) days prior to the intended date of their implementation. Any modification to such time-tables shall also be submitted to the Aeronautical Authorities of the Contracting Parties. In special cases, the above specified notification period may be reduced, subject to the mutual agreement of the said authorities of both Contracting Parties.

ARTICLE 14**AVIATION SAFETY**

1. Each Contracting Party may at any time request consultations concerning the safety standards in any area related to aeronautical facilities, flight crew, aircraft and the operation of aircraft adopted by the other Contracting Party. Such consultation shall take place within thirty (30) days of that request.

2. Če po posvetovanju pogodbenica ugotovi, da druga pogodbenica na katerem od teh področij ne vzdržuje dovolj učinkovito in ne uporablja varnostnih standardov, ki so vsaj enaki minimalnim standardom, veljavnim po konvenciji, prva pogodbenica o teh ugotovitvah in ukrepih, potrebnih za usklajitev z minimalnimi standardi, obvesti drugo pogodbenico, ki mora sprejeti ustrezne popravilne ukrepe. Če druga pogodbenica v petnajstih (15) dneh ali v roku, za katerega sta se dogovorili pogodbenici, ne sprejme ustreznih ukrepov, se uporabijo določbe 4. člena tega sporazuma.

3. Ne glede na obveznosti iz 33. člena konvencije velja, da lahko vsako letalo, ki ga določeni letalski prevoznik pogodbenice uporablja za prevoz na ozemlje druge pogodbenice ali z njega, medtem ko je na ozemlju druge pogodbenice, pristojni predstavniki druge pogodbenice preiščejo znotraj in zunaj, da bi preverili veljavnost dokumentov letala in osebja ter vidno stanje letala in njegove opreme (preverjanje na ploščadi), če to ne povzroči prevelike zamude.

4. Če tako preverjanje ali vrsta teh preverjanj na ploščadi vzbudi resne skrbi, da letalo ali delovanje letala ni v skladu z minimalnimi standardi, ki so bili takrat sprejeti po konvenciji, ali resne skrbi, da se varnostni standardi, ki so bili takrat sprejeti po konvenciji, premalo učinkovito vzdržujejo in izvajajo, lahko pogodbenica, ki opravlja nadzor za namene 33. člena konvencije, neovirano sklepa, da zahteve, po katerih so bila izdana ali potrjena spričevala ali licence v zvezi z letalom ali posadko, ali da zahteve, po katerih to letalo deluje, niso enake minimalnim standardom, veljavnim po konvenciji, ali višje od njih.

5. Če predstavnik letalskega prevoznika ene pogodbenice zaradi preverjanja na ploščadi v skladu s tretjim odstavkom zavrne dostop do letala, ki ga upravlja ta prevoznik, lahko druga pogodbenica neovirano sklepa, da obstajajo resni razlogi za zaskrbljenost, kakršni so omenjeni v četrtem odstavku, in sklepa tako, kot je to omenjeno v istem odstavku.

6. Pogodbenica si pridržuje pravico, da določenemu letalskemu prevozniku druge pogodbenice nemudoma začasno odvzame ali spremeni dovoljenje za opravljanje prometa, če po preverjanju na ploščadi, vrsti preverjanj na ploščadi, zavrnitvi dostopa za izvedbo preverjanja na ploščadi, po posvetovanju ali drugače ugotovi, da je takojšnje ukrepanje nujno za varno delovanje prevoznika.

7. Ukrepanje pogodbenice po drugem ali šestem odstavku preneha, ko ni več podlage za tako ukrepanje.

8. Kadar pogodbenica določi letalskega prevoznika, nad katerim opravlja predpisani nadzor država članica Evropske unije, veljajo pravice druge pogodbenice iz tega člena tudi za sprejetje, izvajanje in ohranjanje varnostnih standardov te države članice Evropske unije ter za dovoljenje tega prevoznika za opravljanje prevozov.

15. ČLEN

VAROVANJE V LETALSTVU

1. V skladu s pravicami in obveznostmi po mednarodnem pravu pogodbenici ponovno potrjujeta, da je obveznost zagotavljati varnost civilnega letalstva pred dejanji nezakonitega vmešavanja sestavni del tega sporazuma. Pogodbenici morata, ne da bi omejevali splošnost svojih pravic in obveznosti po mednarodnem pravu, še zlasti ravnati v skladu s:

2. If, following such consultation, one Contracting Party finds that the other Contracting Party does not effectively maintain and administer safety standards in any such area that are at least equal to the minimum standards established at that time pursuant to the Convention, the first Contracting Party shall notify the other Contracting Party of such findings and of the steps considered necessary to conform with those minimum standards, and that other Contracting Party shall take appropriate corrective action. Failure by the other Contracting Party to take appropriate action within fifteen (15) days or such other period as may be mutually agreed by both Contracting Parties shall be grounds for the application of Article 4 of this Agreement.

3. Notwithstanding the obligations mentioned in Article 33 of the Convention, it is agreed that any aircraft operated by the designated airline of one Contracting Party on services to or from the territory of the other Contracting Party may, while within the territory of the other Contracting Party, be made the subject of an examination by the authorized representatives of the other Contracting Party, on board and around the aircraft to check both the validity of the aircraft documents and those of its crew and the apparent condition of the aircraft and its equipment (called "ramp inspection"), provided this does not lead to unreasonable delay.

4. If any such ramp inspection or series of ramp inspections gives rise to serious concerns 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 results in serious concerns that there is a lack of effective maintenance and administration of safety standards established at that time pursuant to the Convention, the Contracting Party carrying out the inspection shall, for the purposes of Article 33 of the Convention, be free to conclude that the requirements under which the certificate or licences in respect of that aircraft or in respect of the crew of that aircraft had been issued or rendered valid, or that the requirements under which that aircraft is operated, are not equal to or above the minimum standards established pursuant to the Convention.

5. In the event that access for the purpose of undertaking a ramp inspection of an aircraft operated by the airline of one Contracting Party in accordance with paragraph (3) above is denied by the representative of that airline, the other Contracting Party shall be free to infer that serious concerns of the type referred to in paragraph (4) above have been presented and draw the conclusions referred to in that paragraph.

6. Each Contracting Party reserves the right to immediately suspend or vary the operating authorization of the designated airline of the other Contracting Party in the event that the first Contracting Party concludes, whether as a result of a ramp inspection, a series of ramp inspections, a denial of access for ramp inspection, consultation or otherwise, that immediate action is essential to the safety of an airline operation.

7. Any action by one Contracting Party in accordance with paragraphs (2) or (6) above shall be discontinued once the basis for the implementation of that action ceases to exist.

8. Where one Contracting Party has designated an airline whose regulatory control is exercised and maintained by the European Community Member State, the rights of the other Contracting Party under this Article shall apply equally in respect of the adoption, exercise or maintenance of safety standards by that European Community Member State and in respect of the operating authorization of that airline.

ARTICLE 15

AVIATION SECURITY

1. Consistent with their rights and obligations under international law, the Contracting Parties reaffirm that their obligation to each other to protect the security of civil aviation against acts of unlawful interference forms an integral part of this Agreement. Without limiting the generality of their rights and obligations under international law, the Contracting Parties shall, in particular, act in conformity with the provisions of:

a) Konvencijo o kaznivih dejanjih in nekaterih drugih dejanjih, storjenih na letalih, podpisano v Tokiu 14. septembra 1963,

b) Konvencijo o zatiranju nezakonite ugrabitve zrakoplovov, podpisano v Haagu 16. decembra 1970,

c) Konvencijo o zatiranju nezakonitih dejanj zoper varnost civilnega letalstva, podpisano v Montrealu 23. septembra 1971, in njenim dopolnilnim Protokolom o zatiranju nezakonitih nasilnih dejanj na letališčih za mednarodno civilno letalstvo, podpisanim v Montrealu 24. februarja 1988,

d) Konvencijo o označevanju plastičnih razstreliv zaradi njihovega odkrivanja, podpisano v Montrealu 1. marca 1991, in vsakim drugim sporazumom ali protokolom o varovanju v letalstvu, ki zavezuje pogodbenici.

2. Pogodbenici v medsebojnih odnosih ravnata najmanj v skladu z določbami Mednarodne organizacije civilnega letalstva o varovanju v letalstvu, opredeljenimi v prilogah konvencije, v taki meri, kot te določbe o varovanju veljajo za pogodbenici. Pogodbenici zahtevata od letalskih družb, ki so vpisane v njihovih registrih ali imajo glavni sedež ali stalni naslov na njihovih ozemljih oziroma so bile ustanovljene na njihovih ozemljih po Pogodbi o delovanju Evropske unije ter imajo veljavno dovoljenje za opravljanje letalskega prometa na podlagi zakonodaje Evropske unije, ter od letaliških podjetij na svojih ozemljih, da delujejo v skladu s takimi predpisi o varovanju letalstva.

3. Pogodbenici druga drugi na zahtevo zagotovita vso potrebno pomoč, da bi preprečili nezakonite ugrabitve civilnih letal in druga nezakonita dejanja proti varnosti takih letal, njihovih potnikov in posadk, letališč in letalskih navigacijskih naprav ter vsako drugo grožnjo varnosti civilnega letalstva.

4. Pogodbenici soglašata, da se lahko od njihovih letalskih družb zahteva spoštovanje predpisov o varovanju letalstva, navedenih v drugem odstavku tega člena, ki jih zahteva druga pogodbenica za vstop, izstop ali dokler so letala na ozemlju Države Katar. Ob odhodu z ozemlja Republike Slovenije ali dokler so letala tam, morajo letalske družbe spoštovati predpise o varovanju letalstva, ki se uporabljajo v zakonodaji Evropske unije. Vsaka pogodbenica zagotavlja, da se na njenem ozemlju učinkovito izvajajo primerni ukrepi za varovanje letal, pregled potnikov, posadke, ročne prtljage, prtljage, tovora ter zalog na letalu pred in med vkrcavanjem ali natovarjanjem. Vsaka pogodbenica z naklonjenostjo obravnava zahtevo druge pogodbenice za uvedbo posebnih, utemeljenih varnostnih ukrepov zaradi grožnje.

5. Ob nezakoniti ugrabitvi ali grožnji ugrabitve civilnega letala ali drugih nezakonitih dejanjih proti varnosti takega letala, njegovih potnikov in posadke, letališč ali letalskih navigacijskih naprav pogodbenici pomagata druga drugi, tako da poskrbita za komuniciranje in druge ustrezne ukrepe, da bi se tak dogodek ali grožnja čim hitreje in varneje končal.

6. Če ima pogodbenica težave glede tega člena o varovanju v letalstvu, lahko pristojni organ te pogodbenice zahteva takojšnje posvetovanje s pristojnim organom druge pogodbenice.

a) The Convention on Offences and Certain Other Acts Committed on Board Aircraft, signed at Tokyo on 14 September 1963;

b) The Convention for the Suppression of Unlawful Seizure of Aircraft, signed at The Hague on 16 December 1970;

c) The Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, signed at Montreal on 23 September 1971, and its Supplementary Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation, signed at Montreal on 24 February 1988;

d) The Convention on the Marking of Plastic Explosives for the Purpose of Detection, signed at Montreal on 1 March 1991; and any aviation security agreement or protocol that becomes binding to both Contracting Parties.

2. The Contracting Parties shall, in their mutual relations, as a minimum, act in conformity with the aviation security provisions established by the International Civil Aviation Organisation and designated as Annexes to the Convention to the extent that such security provisions are applicable to the Contracting Parties; they shall require that operators of aircraft of their registry or operators of aircraft who have their principal place of business or permanent residence in their territory or are established in their territory under the Treaty on the functioning of the European Union and have received valid Operating Licences in accordance with European Union Law and the operators of airports in their territory, act in conformity with such aviation security provisions.

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

4. Each Contracting Party agrees that such operators of aircraft shall be required to observe the aviation security provisions referred to in paragraph (2) above required by the other Contracting Party for entry into the territory of the other Contracting Party and also for departure from, or while within, the territory of the State of Qatar. For departures from, or while within the territory of the Republic of Slovenia, operators of aircraft shall be required to observe aviation security provisions in conformity with European Union law. Each Contracting Party shall ensure that adequate measures are effectively applied within its territory to protect the aircraft and to inspect passengers, crew, carry-on items, baggage, cargo and aircraft stores prior to and during boarding or loading. Each Contracting Party shall also give sympathetic consideration to any request from the other Contracting Party for reasonable special security measures to meet a particular threat.

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

6. If one Contracting Party has or encounters a problem in respect to the aviation security provisions of this Article, the Aeronautical Authorities of that Contracting Party may request immediate consultation with the Aeronautical Authorities of the other Contracting Party.

7. Če pogodbenica upravičeno meni, da se je druga pogodbenica oddaljila od določb tega člena, lahko pristojni organ prve pogodbenice zahteva takojšnje posvetovanje s pristojnim organom druge pogodbenice. Če v petnajstih (15) dneh od take zahteve ne pride do zadovoljivega dogovora, se lahko uporabi prvi odstavek 4. člena tega sporazuma. Pogodbenica lahko v nujnih primerih sprejme začasne ukrepe po prvem odstavku 4. člena tega sporazuma pred potekom petnajstih (15) dni. Vsi ukrepi, sprejeti na podlagi tega odstavka, prenehajo veljati, ko druga pogodbenica ravna v skladu z določbami o varovanju iz tega člena.

16. ČLEN

RAČUNALNIŠKI REZERVACIJSKI SISTEM

Pogodbenica na svojem ozemlju uporablja Kodeks ravnanja Mednarodne organizacije civilnega letalstva o ureditvi in delovanju računalniškega rezervacijskega sistema, v skladu z drugimi veljavnimi zakoni, predpisi in obveznostmi o računalniškem rezervacijskem sistemu, ki za Republiko Slovenijo vključujejo tudi pravo Evropske skupnosti.

17. ČLEN

ZAGOTAVLJANJE STATISTIČNIH PODATKOV

Pristojni organ pogodbenice predloži pristojnemu organu druge pogodbenice na njegovo zahtevo statistične podatke, ki jih lahko upravičeno zahteva zaradi obveščanja.

18. ČLEN

TARIFE

1. Pogodbenica določenemu letalskemu prevozniku dovoli, da svobodno določi tarife za letalske prevoze na podlagi ekonomskih zahtev na trgu. Nobena pogodbenica od letalskega prevoznika ne zahteva, da se posvetuje z drugim prevoznikom glede tarif, ki jih zaračunava ali namerava zaračunavati za storitve iz tega sporazuma.

2. Pogodbenica lahko zahteva, da jo je treba obvestiti ali ji predložiti vse tarife, ki jih bo zaračunaval njen določeni letalski prevoznik. Nobena pogodbenica pa ne more zahtevati obvestila ali predložitve tarife, ki jo bo zaračunaval določeni letalski prevoznik druge pogodbenice. Tarife lahko ostanejo v veljavi, če niso bile pozneje zavrnjene na podlagi četrtega in petega odstavka tega člena.

3. Posredovanje pogodbenic je omejeno na:

- a. zaščito potrošnikov pred previsokimi tarifami, ki so posledica zlorabe moči na trgu,
- b. preprečevanje tarif, katerih uporaba pomeni nekonkurenčno ravnanje, ki ima učinek, naj bi imelo učinek ali je izrecno namenjeno preprečevanju, omejevanju ali izkrivljanju konkurence ali izključitve tekmeca z določene proge.

4. Pogodbenica lahko enostransko prepove tarifo, ki jo je prijavil ali jo zaračunava njen določeni letalski prevoznik. Toda do te vrste posredovanja lahko pride le, če pristojni organ te pogodbenice meni, da zaračunana ali predlagana tarifa izpolnjuje eno od meril iz tretjega odstavka tega člena.

5. Pogodbenici ne bosta sprejemali enostranskih ukrepov, da bi preprečili uveljavitev ali nadaljnjo uporabo veljavne tarife oziroma tarife, ki jo namerava zaračunavati letalski prevoznik druge pogodbenice. Če pogodbenica meni, da tarifa ni v skladu z določbami iz četrtega odstavka tega člena, lahko zahteva posvetovanje in obvesti drugo pogodbenico o svojih vzrokih za nestrinjanje. Posvetovanje se opravi najpozneje v 14 dneh po prejemu take zahteve. Brez medsebojnega dogovora tarifa postane veljavna ali še naprej velja.

7. When a Contracting Party has reasonable grounds to believe that the other Contracting Party has departed from the provisions of this Article, the Aeronautical Authorities of the first Contracting Party may request immediate consultation with the Aeronautical Authorities of the other Contracting Party. Failure to reach a satisfactory agreement within fifteen (15) days from the date of such request shall constitute grounds for the application of paragraph (1) of Article 4 of this Agreement. When required by an emergency, a Contracting Party may take interim action under paragraph (1) of Article 4 of this Agreement prior to the expiry of fifteen (15) days. Any action taken in accordance with this paragraph shall be discontinued upon compliance by the other Contracting Party with the security provisions of this Article.

ARTICLE 16

COMPUTER RESERVATION SYSTEMS

Each Contracting Party shall apply the International Civil Aviation Organization Code of Conduct for the Regulation and Operation of Computer Reservation Systems within its territory consistent with other applicable laws, regulations and obligations concerning computer reservation systems, which, in the case of the Republic of Slovenia, also include European Community law.

ARTICLE 17

PROVISION OF STATISTICS

The Aeronautical Authorities of one Contracting Party shall supply the Aeronautical Authorities of the other Contracting Party, at their request, with such statistics as may be reasonably required for information purposes.

ARTICLE 18

TARIFFS

1. Each Contracting Party shall allow tariffs for air services to be established freely by each designated airline based upon commercial considerations in the market place. Neither Contracting Party shall require their airline to consult the other airline about the tariffs they charge or propose to charge for services covered by this agreement.

2. Each Contracting Party may require notification or filing of any tariff to be charged by its own designated airline. Neither Contracting Party may require notification or filing of any tariff to be charged by a designated airline of the other Contracting Party. Tariffs may remain in effect unless subsequently disapproved under paragraphs 4 and 5 of this Article.

3. Intervention by the Contracting Parties shall be limited to:

- a. The protection of consumers from tariffs that are excessive due to the abuse of market powers;
- b. The prevention of tariffs whose application constitutes anti-competitive behavior which has or is likely to have or is explicitly intended to have the effect of preventing, restricting or distorting competition or excluding a competitor from the route.

4. Each Contracting Party may unilaterally disallow any tariff filed or charged by its own designated airline. However, such intervention shall be made only if it appears to the Aeronautical Authority of that Contracting Party that a tariff charged or proposed to be charged meets either of the criteria set out in paragraph 3 of this Article.

5. Neither Contracting Party shall take unilateral action to prevent the coming into effect or continuation of a tariff charged or proposed to be charged by an airline of the other Contracting Party. If one Contracting Party believes that any such tariff is inconsistent with the considerations set out in Paragraph 4 of this Article, it may request consultation and notify the other Contracting Party of the reasons for its dissatisfaction. These consultations shall be held not later than 14 days after the receipt of the request. Without mutual agreement, the tariff shall take effect or continue in effect.

19. ČLEN**NADZOR NAD IZPOLNJEVANJEM PREDPISOV**

Če je Republika Slovenija določila letalskega prevoznika, za katerega izpolnjevanje predpisov nadzira druga država članica Evropske unije, veljajo pravice države Katar iz 14. člena tega sporazuma tudi za sprejetje, izvajanje in ohranjanje varnostnih standardov te države članice Evropske unije ter za dovoljenje tega prevoznika za opravljanje prevozov.

20. ČLEN**POSVETOVANJA**

1. Za zagotovitev tesnega sodelovanja pri vseh zadevah, povezanih z razlago, uporabo, izvedbo ali spremembami tega sporazuma, se pristojna organa obeh pogodbenic medsebojno posvetujeta, kadar to zahteva ena pogodbenica.

2. Posvetovanje se začne v šestdesetih (60) dneh od dneva, ko pogodbenica prejme pisno zahtevo, razen če se pogodbenici ne dogovorita drugače.

21. ČLEN**SPREMEMBE**

1. Če pogodbenica meni, da bi bilo dobro spremeniti katero izmed določb tega sporazuma, lahko kadar koli zaprosi za posvetovanje z drugo pogodbenico v skladu z 20. členom tega sporazuma.

2. Ta sporazum je mogoče spremeniti s pisnim dogovorom med pogodbenicama.

3. Če se sprememba nanaša na določbe tega sporazuma, ki niso vključene v priložena pregleda prog, jo mora pogodbenica potrditi v skladu s svojimi notranjepravnimi postopki.

4. Če pa se sprememba nanaša zgolj na določbe priloženih pregledov prog, o njej sprejmeta soglasje pristojna organa obeh pogodbenic.

22. ČLEN**REŠEVANJE SPOROV**

1. Pogodbenici poskušata spor zaradi razlage ali uporabe tega sporazuma najprej rešiti s pogajanjem po diplomatski poti.

2. Če pogodbenici ne rešita spora s pogajanjem, se lahko dogovorita, da ga predložita v reševanje drugi osebi ali pa ga na predlog ene pogodbenice predložita v reševanje arbitražnemu sodišču treh razsodnikov, od katerih po enega imenuje vsaka pogodbenica. Ta dva člana se dogovorita o državljanu tretje države, ki bo predsedoval razsodišču.

3. Pogodbenica imenuje razsodnika v šestdesetih (60) dneh od dneva, ko pogodbenica od druge pogodbenice prejme diplomatsko noto z zahtevo za arbitražno reševanje spora, tretji razsodnik pa se imenuje v naslednjih šestdesetih (60) dneh.

4. Če pogodbenica v navedenem roku ne imenuje svojega razsodnika ali če tretji razsodnik ni bil imenovan, lahko katera koli pogodbenica zaprosi predsednika Sveta Mednarodne organizacije civilnega letalstva, da imenuje razsodnika ali razsodnike. V tem primeru je tretji razsodnik državljan tretje države in deluje kot predsednik arbitražnega telesa.

5. Pogodbenici morata spoštovati vsako odločitev, sprejeto na podlagi drugega odstavka tega člena.

ARTICLE 19**REGULATORY CONTROL**

Where the Republic of Slovenia has designated an airline whose regulatory control is exercised and maintained by another European Union Member State, the rights of the State of Qatar under Article 14 of this Agreement shall apply equally in respect of the adoption, exercise or maintenance of safety standards by the other European Union Member State and in respect of the operating authorization of that airline.

ARTICLE 20**CONSULTATIONS**

1. In order to ensure close cooperation concerning all the issues related to the interpretation, application, implementation or amendment of this Agreement, the Aeronautical Authorities of both Contracting Parties shall consult each other whenever it becomes necessary, on request of either Contracting Party.

2. Such consultation shall begin within sixty (60) days from the date the other Contracting Party has received the written request, unless otherwise agreed by the Contracting Parties.

ARTICLE 21**AMENDMENTS**

1. If either Contracting Party considers it desirable to modify any provision of this Agreement, it may at any time request consultation with the other Contracting Party, in accordance with Article 20 of this Agreement.

2. This Agreement may be amended by written agreement between the Contracting Parties.

3. If the amendment relates to the provisions of the Agreement other than those of the annexed schedules, the amendment shall be approved by each Contracting Party in accordance with its constitutional procedures.

4. If the amendment relates only to the provisions of the annexed schedules, it shall be agreed upon between the Aeronautical Authorities of both Contracting Parties.

ARTICLE 22**SETTLEMENT OF DISPUTES**

1. With regard to any dispute arising between the Contracting Parties relating to the interpretation or application of this Agreement, the Contracting Parties shall in the first place endeavor to settle it by negotiation through diplomatic channels.

2. If the Contracting Parties fail to reach a settlement by negotiations, they may agree to refer the dispute for decision to some person or entity, or the dispute may at the request of either Contracting Party be submitted for decision to an arbitral tribunal of three arbitrators, one to be nominated by each Contracting Party. These two members shall agree upon a national of a third State as their chairman.

3. Each Contracting Party shall nominate an arbitrator within a period of sixty (60) days from the date of receipt by either Contracting Party from the other Contracting Party of a diplomatic note requesting arbitration of the dispute, and the third arbitrator shall be appointed within a further period of sixty (60) days.

4. If either of the Contracting Parties fails to nominate its own arbitrator within the period specified or if the third arbitrator is not appointed, the President of the Council of International Civil Aviation Organization may be requested by either Contracting Party to appoint an arbitrator or arbitrators as the case requires. In such case, the third arbitrator shall be a national of a third State and shall act as president of the arbitral body.

5. The Contracting Parties undertake to comply with any decision given under paragraph (2) of this Article.

6. Če in tako dolgo, dokler pogodbenica ali določeni prevoznik pogodbenice ne spoštuje razsodbe, sprejete na podlagi drugega odstavka tega člena, lahko druga pogodbenica omeji, začasno odvzame ali prekliče pravice ali ugodnosti, ki jih je pogodbenici kršiteljici podelila na podlagi tega sporazuma.

7. Vsaka pogodbenica krije stroške razsodnika, ki ga je imenovala. Druge stroške arbitražnega sodišča si pogodbenici delita v enakih deležih.

23. ČLEN

TRAJANJE IN PRENEHANJE VELJAVNOSTI SPORAZUMA

1. Sporazum velja za nedoločen čas.

2. Pogodbenica lahko kadar koli pisno obvesti drugo pogodbenico, da odpoveduje sporazum.

3. Tako obvestilo mora biti hkrati poslano Mednarodni organizaciji civilnega letalstva, odpoved pa začne veljati dvanajst (12) mesecev po tem, ko je druga pogodbenica prejela obvestilo o odpovedi, razen če pogodbenici na podlagi medsebojnega dogovora odpoved prekličeta pred potekom dvanajst-mesečnega obdobja.

4. Če druga pogodbenica ne potrdi prejema obvestila o odpovedi, se šteje, da ga je prejela štirinajst (14) dni po dnevu, ko ga je prejela Mednarodna organizacija civilnega letalstva.

24. ČLEN

REGISTRACIJA PRI MEDNARODNI ORGANIZACIJI CIVILNEGA LETALSTVA

Ta sporazum in vse poznejše spremembe ob njihovi uveljavitvi se registrirajo pri Mednarodni organizaciji civilnega letalstva.

25. ČLEN

ZAČETEK VELJAVNOSTI

Ta sporazum začne veljati trideset (30) dni po tem, ko zadnja pogodbenica drugo po diplomatski poti uradno obvesti, da so bili dokončani vsi notranji postopki za začetek njegove veljavnosti.

Da bi to potrdila, sta podpisana pooblaščenca, ki sta ju za to pravilno pooblastili njuni vladi, podpisala ta sporazum.

Sestavljeno v Dohi, 1. februarja 2011 v dveh izvodih v slovenskem, arabskem in angleškem jeziku, pri čemer so vsa tri besedila enako verodostojna. Ob razlikah pri izvajanju, razlagi ali uporabi prevlada angleško besedilo.

Za Vlado
Republike Slovenije
Patrick Vlačič i.r.

Za Vlado
Države Katar
Jassim bin Hamad al-Thani i.r.

6. If and so long as either Contracting Party or the designated airline of either Contracting Party fail to comply with the decision given under paragraph (2) of this Article, the other Contracting Party may limit, suspend or revoke any rights or privileges which it has granted by virtue of this Agreement to the Contracting Party in default.

7. Each Contracting Party shall bear the costs of the arbitrator appointed by it. The other costs of the arbitral tribunal shall be shared equally by the Contracting Parties.

ARTICLE 23

DURATION AND TERMINATION

1. This Agreement shall remain in force for an undetermined period.

2. Either Contracting Party may, at any time, give notice in writing to the other Contracting Party of its decision to terminate this Agreement.

3. Such notice shall be simultaneously communicated to the International Civil Aviation Organization and shall take effect twelve (12) months after the date of receipt of the notice by the other Contracting Party, unless such notice is withdrawn by mutual agreement of both Contracting Parties before the expiration of the twelve (12) month period.

4. In the absence of acknowledgment of receipt by the other Contracting 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.

ARTICLE 24

REGISTRATION WITH THE INTERNATIONAL CIVIL AVIATION ORGANISATION

This Agreement and any amendment thereto shall be registered upon its entry into force with the International Civil Aviation Organization.

ARTICLE 25

ENTRY INTO FORCE

This Agreement shall enter into force thirty (30) days after the date of the receipt of the last notification, through diplomatic channels, indicating that all the internal procedures required for the purpose have been fulfilled.

In witness whereof, the undersigned, duly authorised thereto by their respective Governments, have signed this Agreement.

Done at Doha on the 1. (first) of February 2011 in two originals in the Slovenian, Arabic and English languages, where all texts are equally authentic. In case of any divergence of implementation, interpretation or application, the English text shall prevail.

For the Government of the
Republic of Slovenia
Patrick Vlačič (s)

For the Government of the
State of Qatar
Jassim bin Hamad al-Thani (s)

Priloga I
Seznam držav iz 3. in 4. člena
sporazuma

- a) Republika Islandija (po Sporazumu o Evropskem gospodarskem prostoru);
- b) Kneževina Lihtenštajn (po Sporazumu o Evropskem gospodarskem prostoru);
- c) Kraljevina Norveška (po Sporazumu o Evropskem gospodarskem prostoru);
- d) Švicarska konfederacija (po Sporazumu med Evropsko skupnostjo in Švicarsko konfederacijo o zračnem prometu).

Annex I
List of other states referred to
in Articles 3 and 4 of this Agreement

- a) The Republic of Iceland (under the Agreement on the European Economic Area);
- b) The Principality of Liechtenstein (under the Agreement on the European Economic Area);
- c) The Kingdom of Norway (under the Agreement on the European Economic Area);
- d) The Swiss Confederation (under the Agreement between the European Community and the Swiss Confederation on Air Transport).

Priloga II
Pregleda prog

PREGLED PROG I

Proge, na katerih lahko opravlja promet določeni prevoznik Republike Slovenije:

Odhodni kraji	Kraji vmesnega pristanka	Kraji v Katarju	Naslednji kraji
Kraji v Sloveniji	Kateri koli kraj	Kraji v Katarju	Kateri koli kraj

PREGLED PROG II

Proge, na katerih lahko opravlja promet določeni prevoznik Države Katar:

Odhodni kraji	Kraji vmesnega pristanka	Kraji v Sloveniji	Naslednji kraji
Kraji v Katarju	Kateri koli kraj	Kraji v Sloveniji	Kateri koli kraj

Annex II
Route Schedules

ROUTE SCHEDULE I

Routes on which air services may be operated by the designated airline of the Republic of Slovenia:

Points of departure	Intermediate points	Points in Qatar	Points beyond
Points in Slovenia	Any Points	Points in Qatar	Any Points

ROUTE SCHEDULE II

Routes on which air services may be operated by the designated airline of the State of Qatar:

Points of departure	Intermediate points	Points in Slovenia	Points beyond
Points in Qatar	Any Points	Points in Slovenia	Any Points

3. člen

Za izvajanje sporazuma skrbi ministrstvo, pristojno za infrastrukturo in promet.

4. člen

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

Št. 326-06/10-28/11
Ljubljana, dne 1. februarja 2013
EPA 1291-V

Državni zbor
Republike Slovenije
Romana Tomc l.r.
Podpredsednica

Obvestila o začetku oziroma prenehanju veljavnosti mednarodnih pogodb

17. Obvestilo o začetku veljavnosti Sporazuma med Carinsko upravo Republike Slovenije in Carinsko upravo Črne gore o nevračljivi pomoči v obliki programske opreme modulov SAT (sistem analize tveganja) in SPP (sistem poslovnih pravil)

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 29. januarja 2013 začel veljati Sporazum med Carinsko upravo Republike Slovenije in Carinsko upravo Črne gore o nevračljivi pomoči v obliki programske opreme modulov SAT (sistem analize tveganja) in SPP (sistem poslovnih pravil), podpisan v Ljubljani 8. decembra 2011 in objavljen v Uradnem listu Republike Slovenije – Mednarodne pogodbe, št. 1/13 (Uradni list Republike Slovenije, št. 5/13).

Ljubljana, dne 1. februarja 2013

Ministrstvo za zunanje zadeve
Republike Slovenije

18. Obvestilo o začetku veljavnosti Sporazuma med Vlado Republike Slovenije in Vlado Kraljevine Švedske o izmenjavi in medsebojnem varovanju tajnih podatkov

Na podlagi drugega odstavka 77. člena Zakona o zunanjih zadevah (Uradni list RS, št. 113/03 – uradno prečiščeno besedilo, 20/06 – ZNOMCMO, 76/08, 108/09 in 80/10 – ZUTD) Ministrstvo za zunanje zadeve

s p o r o č a,

da je dne 1. februarja 2013 začel veljati Sporazum med Vlado Republike Slovenije in Vlado Kraljevine Švedske o izmenjavi in medsebojnem varovanju tajnih podatkov, sestavljen 16. novembra 2011 v Stockholmu in objavljen v Uradnem listu Republike Slovenije – Mednarodne pogodbe, št. 14/12 (Uradni list Republike Slovenije, št. 92/12).

Ljubljana, dne 4. februarja 2013

Ministrstvo za zunanje zadeve
Republike Slovenije

19. Obvestilo o začetku veljavnosti Sporazuma med Vlado Republike Slovenije in Vlado Republike Singapur o medsebojnem spodbujanju in zaščiti naložb

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 8. septembra 2000 začel veljati Sporazum med Vlado Republike Slovenije in Vlado Republike Singapur o medsebojnem spodbujanju in zaščiti naložb, podpisan v Singapurju 25. januarja 1999 in objavljen v Uradnem listu Republike Slovenije – Mednarodne pogodbe, št. 17/00 (Uradni list Republike Slovenije, št. 69/00).

Ljubljana, dne 7. februarja 2013

Ministrstvo za zunanje zadeve
Republike Slovenije

VSEBINA

12.	Zakon o dopolnitvi Zakona o ratifikaciji Pogodbe o ustanovitvi Evropskega mehanizma za stabilnost med Kraljevino Belgijo, Zvezno republiko Nemčijo, Republiko Estonijo, Irsko, Helensko republiko, Kraljevino Španijo, Francosko republiko, Italijansko republiko, Republiko Ciper, Velikim vojvodstvom Luksemburg, Malto, Kraljevino Nizozemsko, Republiko Avstrijo, Portugalsko republiko, Republiko Slovenijo, Slovaško republiko in Republiko Finsko (MPUEMS-A)	69
13.	Zakon o ratifikaciji Sporazuma med Vlado Republike Slovenije in Vlado Republike Srbije o policijskem sodelovanju (BRSPS)	71
14.	Zakon o ratifikaciji Sporazuma med Vlado Republike Slovenije in Vlado Republike Kosovo o medsebojni pomoči pri carinskih zadevah (BXKMPCZ)	76
15.	Zakon o ratifikaciji Sporazuma med Vlado Republike Slovenije in Vlado Združenih držav Amerike o krepitvi sodelovanja pri preprečevanju hudih kaznivih dejanj in v boju proti njim (BUSPHKD)	83
16.	Zakon o ratifikaciji Sporazuma o zračnem prometu med Vlado Republike Slovenije in Vlado Države Katar (BQAZP)	97
	<i>Obvestila o začetku oziroma prenehanju veljavnosti mednarodnih pogodb</i>	
17.	Obvestilo o začetku veljavnosti Sporazuma med Carinsko upravo Republike Slovenije in Carinsko upravo Črne gore o nevračljivi pomoči v obliki programske opreme modulov SAT (sistem analize tveganja) in SPP (sistem poslovnih pravil)	110
18.	Obvestilo o začetku veljavnosti Sporazuma med Vlado Republike Slovenije in Vlado Kraljevine Švedske o izmenjavi in medsebojnem varovanju tajnih podatkov	110
19.	Obvestilo o začetku veljavnosti Sporazuma med Vlado Republike Slovenije in Vlado Republike Singapur o medsebojnem spodbujanju in zaščiti naložb	111

