

PREDLOG

Na osnovu člana 21 stav 2 Zakona o zaključivanju i izvršavanju međunarodnih ugovora („Službeni list CG“, broj 77/08), Vlada Crne Gore na sjednici od _____. godine, donijela je

ODLUKU O OBJAVLJIVANJU

PROTOKOLA IZMEĐU VLADE CRNE GORE I VLADE REPUBLIKE TURSKE O OBUCI I SARADNJI U OBLASTI VOJNOG ZDRAVSTVA

Član 1

Objavljuje se Protokol između Vlade Crne Gore i Vlade Republike Turske o obuci i saradnji u oblasti vojnog zdravstva, potpisan i Istanbulu, 23 oktobra 2024. godine, u originalu na crnogorskom, turskom i engleskom jeziku.

Član 2

Tekst Protokola iz člana 1 ove odluke, u originalu na crnogorskom i engleskom jeziku glasi:

PROTOKOL IZMEĐU VLADE CRNE GORE I VLADE REPUBLIKE TURSKE O OBUCI I SARADNJI U OBLASTI VOJNOG ZDRAVSTVA

PREAMBULA

Vlada Crne Gore i Vlada Republike Turske (u daljem tekstu pojedinačno „Strana” i zajedno „Strane”); Ponavljajući svoju predanost ciljevima i principima Povelje Ujedinjenih nacija,

Imajući u vidu odredbe „Okvirnog sporazuma između Vlade Crne Gore i Vlade Republike Turske o saradnji u vojnim oblastima obuke, tehnike i nauke“ od 4. juna 2014. godine (u daljem tekstu: Okvirni sporazum), i „Sporazum između Vlade Crne Gore i Vlade Republike Turske o saradnji u oblasti vojne obuke“ od 16. oktobra 2014. godine (u daljem tekstu „Sporazum o saradnji“),

U želji da uspostave saradnju u oblasti vojnog zdravstva,
Dogovorili su se o sljedećem:

ČLAN I SVRHA

Svrha ovog protokola je da se utvrde uslovi kojima Strane podliježu obavezama navedenim u članu IV, u okviru odgovornosti nadležnih organa, te da se razvije saradnja.

ČLAN II PODRUČJE PRIMJENE

Ovaj protokol obuhvata razmjenu ljudstva, materijala, opreme, informacija i iskustva u oblastima navedenim u članu IV.

ČLAN III DEFINICIJE

Izrazi koji se koriste u ovom protokolu imaju sljedeće značenje:

1. „**Strana pošiljalac**“ je Strana koja upućuje ljudstvo, materijal i opremu Strani primaocu u svrhe ovog protokola.
2. „**Strana primalac**“ je Strana na čijoj je teritoriji razmješteno ljudstvo, materijal i oprema Strane pošiljaoca u cilju implementacije ovog protokola.
3. „**Gostujuće osoblje**“ su vojna i civilna lica koja je jedna od Strana uputila na teritoriju druge Strane, u svrhu ovog protokola.
4. „**Studenti gosti**“ suvojni i civilni studenti oružanih snaga koje jedna od Strana šalje na teritoriju druge Strane, u svrhu ovog protokola.
5. „**Izdržavana lica**“ su supružnici i djeca Gostujućeg osoblja za koje su odgovorni da se staraju u skladu sa svojim nacionalnim zakonodavstvom.
6. „**Pacijenti**“ su vojna/civilna lica i njihova izdržavana lica kojima Strane ne mogu pružiti liječenje u okviru svojih mogućnosti ili kojima je potreban napredni pregled, te kojima se omogućava pregled i liječenje kod druge Strane putem međusobne prepiske.
7. „**Institucije za obuku**“ su ustanove za medicinsku obuku i bolnice u Republici Turskoj i vojnomedicinske ustanove i bolnice za obuku u Crnoj Gori.
8. „**Ogranci za obuku**“ su različite grane medicine, stomatologije, farmacije, veterine i bilo koje druge vrste obuke u oblasti zdravstva.
9. „**Obuka na radnom mjestu**“ označava teorijsku i primijenjenu obuku u skladu sa nastavnim planom i programom u institucijama za obuku Strane primaoca.

ČLAN IV OBLASTI SARADNJE

Saradnja između Strana obuhvata sljedeće oblasti:

1. Obrazovanje na medicinskim fakultetima,
2. Stomatološka edukacija,

3. Farmaceutsko obrazovanje,
4. Medicinsko stručno visoko obrazovanje,
5. Obrazovanje medicinskih sestara,
6. Više, diplomsko i postdiplomsko stručno obrazovanje iz oblasti zdravstva,
7. Stažiranje, kursevi usmjereni na posao i obuka na radnom mjestu u oblasti zdravstva,
8. Naučne aktivnosti kao što su paneli, kongresi, seminari, simpozijumi i dr. u oblasti zdravstva,
9. Zajednički projekti iz oblasti zdravstva,
10. Razmjena instruktora, savjetnika, posmatrača, stručnog osoblja, akademskog osoblja i studenata,
11. Tretman pacijenata,
12. Saradnja u oblasti medicinske logistike,
13. Posjete jedinicama, štabovima, bolnicama i ustanovama iz oblasti zdravstva,
14. Organizovanje zajedničkih vježbi iz oblasti zdravstva i upućivanje posmatrača na ove organizovane vježbe,
15. Međusobna razmjena informacija i pomoć u oblasti osnivanja zdravstvenih ustanova, njihovog rada i pružanja zdravstvenih usluga.

ČLAN V PRINCIPI IMPLEMENTACIJE I SARADNJE

1. Aktivnosti obuke:
 - a. Gostujuće osoblje i Studenti gosti koji će biti poslani u svrhu obuke biće odabrani po dogovoru između Strana u skladu sa zakonodavstvom i mogućnostima Strane primaoca.
 - b. Period obuke određuje se u skladu sa zakonodavstvom Strane primaoca.
 - c. Kvote za oblasti obuke utvrđuju se svake godine kroz koordinaciju između institucija za obuku obje zemlje.
 - d. Gostujuće osoblje i Studenti gosti pridržavaju se načela obrazovanja, dijagnoze i liječenja u skladu sa odredbama nacionalnog zakonodavstva Strane primaoca.
 - e. Jezik obrazovanja je crnogorski/engleski u Crnoj Gori i turski/engleski u Republici Turskoj. Obuka i edukacija u trajanju dužem od godinu dana izvode se na crnogorskom jeziku u Crnoj Gori i turskom jeziku u Republici Turskoj.

- f. Gostujuće osoblje i Studenti gosti moraju imati adekvatan nivo znanja jezika Strane primaoca kako bi uspješno nastavili predviđeno obrazovanje.
- g. Ako je potrebno, strane će međusobno ponuditi mogućnosti učenja jezika.
- h. Tokom prakse dijagnoze i tretmana, Gostujuće osoblje i Studenti gosti su odgovorni pod istim uslovima kao i ekvivalentno osoblje Strane primaoca u praksama u kojima učestvuju u skladu sa programom obuke tokom perioda obuke. Gostujuće osoblje mora imati osiguranje od profesionalne odgovornosti u skladu sa zakonodavstvom Strane primaoca.
- i. Gostujuće osoblje i Studenti gosti moraju biti adekvatnog zdravstvenog stanja, što im omogućava da uspješno nastave predviđenu obuku. Gostujuće osoblje i Studenti gosti mogu započeti obuku tek nakon što dobiju medicinski izvještaj na turskom/crnogorskom ili engleskom jeziku i nakon što su vakcinisani u skladu sa zahtjevima. U slučaju da medicinski izvještaj i/ili izvještaji o vakcini nijesu dostavljeni ili ako se ukaže potreba, Strana primalac obezbjeđuje Gostujućem osoblju i Studentima gostima neophodan medicinski pregled i vakcine u skladu sa odredbama člana VII o zdravstvenim uslugama.
- j. Situacija Gostujućeg osoblja i Studenata gostiju čija se obuka i obrazovanje više ne smatraju prikladnim zbog neuspjeha, nediscipline ili lošeg zdravlja rješava se u skladu sa zakonodavstvom Strane primaoca. Nadležni organ Strane primaoca obavještava nadležni organ Strane pošiljaoca o ovoj situaciji u vezi Gostujućeg osoblja i Studenata gostiju. U tom slučaju, Strana pošiljalac povlači otpušteno Gostujuće osoblje i Studente goste. Strana primalac odlučuje o nadoknadi troškova za otpušteno Gostujuće osoblje i Studente goste.
- k. Strana pošiljalac može povući Gostujuće osoblje i Studente goste, čija se obuka nastavlja, bez navođenja razloga. Strana primalac odlučuje o nadoknadi troškova za Gostujuće osoblje i Studente goste koji su povučeni.
- l. Strana primalac izdaje odgovarajući sertifikat Gostujućem osoblju i Studentima gostima koji su učestvovali i uspješno završili aktivnosti predviđene obukom/kursom.

2. Usluge liječenja:

- a. Strana primalac može pružiti besplatnu uslugu liječenja za 10 (deset) pacijenata Strane pošiljaoca svake godine, u skladu sa nacionalnim zdravstvenim i finansijskim zakonodavstvom Strane primaoca. Prvi pregled ovih pacijenata biće prihvaćen van utvrđene kvote, međutim svaki nastavak pregleda računa se kao jedna kvota.
- b. Strana pošiljalac pokriva povratne troškove za pacijente kojima se pruža besplatna usluga liječenja. Ako postoji planirani kurirski avion između dvije zemlje, pacijenti i dvije osobe u pratnji za svaku mogu besplatno koristiti ove kurirske avione u zavisnosti od raspoloživosti. Međutim, osim u slučaju namjernog lošeg ponašanja ili grubog nemara, za bilo kakvu materijalnu i nematerijalnu štetu, invaliditet i smrt

koji mogu nastati kao rezultat korišćenja kurirskog aviona od strane pacijenata i osoba u njihovoj pratnji, neće se tražiti nikakva naknada od Strane pošiljaoca.

- c. Troškovi usluga pregleda i tretmana, za pacijente za koje postoji obaveza plaćanja usluge, kao i za pacijente kojima su usluge besplatne, utvrđuju se u skladu sa nacionalnim zakonodavstvom Strane primaoca.
- d. Nadležni organ Strane pošiljaoca vrši odabir pacijenata kojima će biti pružena besplatna usluga liječenja, a nadležni organ Strane primaoca će odobriti ove pacijente.
- e. Pacijenti za koje postoji obaveza plaćanja mogu biti upućeni Strani primaocu na liječenje pod uslovom da sve troškove snosi Strana pošiljalac ili sam pacijent.
- f. Gostujuće osoblje i njihova Izdržavana lica Strane pošiljaoca mogu se pojedinačno obratiti zdravstvenim ustanovama Strane primaoca o svom trošku u okviru područja primjene ovog Protokola.
- g. Pacijent i lica u pratnji mogu koristiti oficirske klubove, pansione, vojne prodavnice i vojne trpezarije Strane primaoca prema cjenovnoj tarifi i nacionalnom zakonodavstvu koje određuje Strana primalac.
- h. Strana pošiljalac unaprijed obavještava Stranu primaoca o pacijentima kojima je liječenje besplatno, a koje je potrebno prevesti vozilom hitne pomoći zbog medicinske potrebe. Strana primalac, u okviru svog nacionalnog zdravstvenog i finansijskog zakonodavstva, ove pacijente besplatno prevozi od aerodroma do bolnice vozilima hitne pomoći.
- i. Strana pošiljalac obezbjeđuje prevodioca za potrebe pacijenata.
- j. Kako bi se olakšala situacija u slučaju smrti pacijenta, Strana primalac obavještava Stranu pošiljaoca o situaciji i obezbjeđuje sve potrebno za transfer preminulog do najbližeg međunarodnog aerodroma u svojoj zemlji. Nakon toga, prevoz pokojnika je odgovornost Strane pošiljaoca. Strana primalac preduzima neophodne mjere, uključujući sanitarnu zaštitu do transfera pokojnika. Kada se završi postupak transporta preminulog, nastale troškove pokriva Strana pošiljalac.

ČLAN VI NADLEŽNI ORGANI I PLAN IMPLEMENTACIJE

1. Organi nadležni za implementaciju ovog protokola su:
 - a. U ime Vlade Crne Gore: Ministarstvo odbrane Crne Gore
 - b. U ime Vlade Republike Turske: Ministarstvo nacionalne odbrane Republike Turske,
2. Nadležni organi Strana pripremaju godišnji plan implementacije u vezi sa zajedničkim aktivnostima za implementaciju ovog protokola. Plan implementacije zajedničkih aktivnosti obuhvata naziv i područje primjene aktivnosti koje će se

sprovoditi, njihovu vrstu, vrijeme i mjesto, nosioce, finansijska pitanja i druge pojedinosti.

3. Saradnja se odvija na osnovu reciprociteta uzimajući u obzir zajedničke interese i potrebe Strana.

4. Materijali, tehničke informacije i dokumentacija koje Strane dostavljaju jedna drugoj ili zajedno izrade prema ovom protokolu kao i prava intelektualne i industrijske svojine koja mogu proizići iz njih ne prenose se na treću stranu bez prethodne obostrane pisane saglasnosti.

5. Saradnja između Strana se jača kroz zajednička naučna istraživanja, učešće na izložbama i simpozijumima iz oblasti medicine i medicinske tehnologije, kao i uzajamne posjete na svim nivoima.

6. Strane obavještavaju jedna drugu pisanim obavještenjem ako je izvršena izmjena u imenovanju nadležnih organa iz stava 1. ovog člana.

ČLAN VII ZDRAVSTVENE USLUGE

1. Gostujuće osoblje i Studenti gosti moraju biti u dobrom zdravstvenom stanju koje im omogućava da obavljaju bilo koju aktivnost prema ovom protokolu. Strana primalac može zatražiti medicinski izvještaj koji potvrđuje da su zdravstveno u adekvatnom stanju.

2. Troškovi usluga pregleda i tretmana Studenata gostiju pokrivaju se u skladu sa nacionalnim zakonodavstvom Strane primaoca. Strana primalac pokriva premije zdravstvenog osiguranja ili zdravstvene troškove Studenata gostiju.

3. Strana primalac obezbjeđuje besplatno hitne medicinske usluge i usluge hitne stomatološke njege za Gostujuće osoblje i njihova Izdržavana lica. Troškovi ljekarskog pregleda i liječenja, osim hitne medicinske pomoći i hitne stomatološke njege Gostujućeg osoblja i njihovih Izdržavanih lica, pokrivaju se zdravstvenim osiguranjem u skladu sa nacionalnim zakonodavstvom Strane primaoca.

4. Strana primalac može besplatno ili uz naplatu obezbijediti premije osiguranja ili sve troškove tretmana za Gostujuće osoblje i njihova Izdržavana lica. Ako Strana primalac odluči da obezbijedi u zamjenu za plaćanje, premije osiguranja ili sve troškove usluga liječenja Gostujućeg osoblja i njihovih Izdržavanih lica pokriva Strana pošiljalacili Gostujuće osoblje.

ČLAN VIII DRUGA PITANJA

Za pitanja koja nijesu navedena u ovom Protokolu, primjenjuju se odredbe „Okvirnog sporazuma“ i „Sporazuma o saradnji“.

ČLAN IX RJEŠAVANJE SPOROVA

1. Bilo koji spor koji je posljedica implementacije ili tumačenja ovog protokola rješava se konsultacijama i pregovorima između Strana na najnižem mogućem nivou i ne upućuje se bilo kom nacionalnom ili međunarodnom sudu niti bilo kojoj trećoj strani na rješavanje.

2. Ako se spor ne riješi u roku od 60 (šezdeset) dana, Strane su dužne da u roku od 30 (trideset) dana počnu pregovore radi rješavanja istog. Ako se ne postigne nikakav rezultat u narednih 60 (šezdeset) dana, bilo koja Strana može raskinuti ovaj protokol putem pisanog obavještenja 90 (devedeset) dana unaprijed.

ČLAN X AMANDMAN

Ukoliko smatraju da je to neophodno, svaka od Strana može predložiti, pisanim obavještenjem, izmjene ovog protokola. Pregovori će početi u roku od 30 (trideset) dana nakon pismenog obavještenja. Ukoliko se ne nađe rješenje u roku od 60 (šezdeset) dana nakon obavještenja, bilo koja Strana može raskinuti ovaj protokol uz prethodno pisano obavještenje drugoj Strani 90 (devedeset) dana unaprijed. Dogovorene izmjene stupaju na snagu u skladu sa odredbom iz člana XII.

ČLAN XI TRAJANJE I RASKID

1. Ovaj protokol se zaključuje na neodređeno vrijeme, pod uslovom da je na snazi "Okvirni sporazum". Ovaj protokol automatski prestaje da važi u slučaju raskida „Okvirnog sporazuma“.

2. Bilo koja Strana ima pravo da raskine ovaj protokol upućivanjem pisanog obavještenja drugoj Strani diplomatskim putem. Ovaj protokol prestaje da važi 90 (devedeset) dana od dana prijema takvog obavještenja od druge Strane.

3. Ukoliko jedna od Strana dođe do zaključka da se druga Strana ne pridržava ili ne može da poštuje odredbe ovog protokola, može predložiti, pismenim obavještenjem, održavanje pregovora. Pregovori počinju najkasnije u roku od 30 (trideset) dana od dana prijema pismenog obavještenja. Ukoliko se ne postigne nikakav rezultat u narednih 60 (šezdeset) dana, bilo koja Strana može raskinuti ovaj protokol uz prethodno pisano obavještenje od 90 (devedeset) dana unaprijed.

4. Raskid ovog protokola ne utiče na tekuće aktivnosti obuke i usluge liječenja.

ČLAN XII STUPANJE NA SNAGU

Ovaj protokol stupa na snagu danom prijema posljednjeg pisanog obavještenja kojim se Strane međusobno obavještavaju, diplomatskim putem, o završetku svih internih pravnih procedura potrebnih za stupanje na snagu ovog protokola.

ČLAN XIII TEKST I POTPIS

1. Ovaj protokol je potpisan u Istanbulu dana 23.10.2024. godine u dva originalna primjerka na crnogorskom, turskom, i engleskom jeziku, pri čemu je svaki tekst jednako vjerodostojan. U slučaju bilo kakvog odstupanja u tumačenju, prevladava engleski tekst.
2. U potvrdu toga su dolje potpisani, propisno ovlašćeni od strane svojih vlada, potpisali ovaj protokol.

ZA VLADU CRNE GORE

Dragan Krapović s.r.
ministar odbrane

ZA VLADU REPUBLIKE TURSKE

Yaşar Güler s.r.
ministar nacionalne odbrane

PROTOCOL BETWEEN THE GOVERNMENT OF MONTENEGRO AND THE GOVERNMENT OF THE REPUBLIC OF TÜRKİYE ON TRAINING AND COOPERATION IN THE FIELD OF MILITARY HEALTH

PREAMBLE

The Government of Montenegro and the Government of the Republic of Türkiye (hereinafter referred to individually as “Party” and jointly as the “Parties”); Reiterating their commitment to the aims and principles of the Charter of the United Nations,

Considering the provisions of “Framework Agreement between the Government of Montenegro and the Government of the Republic of Turkey on cooperation in military fields of training, technique and science” dated June 04, 2014 (hereinafter referred to as the “Framework Agreement”), and “Agreement between the Government of Montenegro and the Government of the Republic of Turkey on military training cooperation” dated October 16, 2014 (hereinafter referred to as the “Cooperation Agreement”),

Desiring to establish cooperation in the field of military health,

Have agreed as follows:

ARTICLE I PURPOSE

The purpose of this Protocol is to establish the terms to which the Parties shall be subject to in the fields specified in Article IV within the responsibility of the competent authorities and develop cooperation.

ARTICLE II SCOPE

This Protocol covers the exchange of personnel, material, equipment, information and experience in the fields specified in Article IV.

ARTICLE III DEFINITIONS

The terms used in this Protocol shall have the following meanings:

1. **“Sending Party”** means the Party that sends personnel, material and equipment to the Receiving Party for the purposes of this Protocol.

2. **“Receiving Party”** means the Party that hosts the personnel, material and equipment of the Sending Party in its territory for the implementation of this Protocol.
3. **“Guest Personnel”** means the military or civilian personnel that one of the Parties sends to the other Party’s territory for the purposes of this Protocol.
4. **“Guest Students”** means the military or civilian students of the armed forces that one of the Parties sends to the other Party’s territory for the purposes of this Protocol.
5. **“Dependents”** means spouses and children of the Guest Personnel for whom they are responsible for looking after under their respective national legislation.
6. **“Patients”** means the military/civilian persons and their dependents to whom the Parties cannot provide treatment within their capabilities or who require advanced examination and who are provided with the opportunity for examination and treatment in the other Party through mutual correspondence.
7. **“Training Institutions”** means the medical training institutions and hospitals in the Republic of Türkiye and military medical training institutions and hospitals in Montenegro.
8. **“Training Branches”** means the various branches of medicine, dentistry, pharmacy, veterinary medicine and any other types of training in the field of health.
9. **“On-the-Job Training”** means theoretical and applied training in accordance with the curriculum in the training institutions of the Receiving Party.

ARTICLE IV FIELDS OF COOPERATION

Cooperation between the Parties shall cover the following fields:

1. Medical faculty education,
2. Dentistry education,
3. Pharmacy education,
4. Medical vocational higher-education,
5. Nursing education,
6. Associate’s degree, undergraduate degree and postgraduate-degree education in the field of health,
7. Pre-job training, job-oriented courses and on-the-job training in the field of health,
8. Scientific activities such as panels, congresses, seminars, symposiums, etc. in the field of health,

9. Joint projects in the field of health,
10. Exchange of instructors, advisors, observers, expert personnel, academic staff and students,
11. Patient treatment,
12. Cooperation in the field of medical logistics,
13. Visits to units, headquarters, hospitals and institutions in the field of health,
14. Organizing joint exercises in the field of health and sending observers to the organized exercises,
15. Mutual exchange of information and assistance in the field of establishment of health institutions, their operation and provision of health service.

ARTICLE V

PRINCIPLES OF IMPLEMENTATION AND COOPERATION

1. Training Activities:

a. The Guest Personnel and the Guest Students to be sent for the purpose of training shall be selected upon agreement between the Parties and in accordance with the legislation and the capabilities of the Receiving Party.

b. Training periods shall be determined in accordance with the legislation of the Receiving Party.

c. Quotas for training fields shall be determined annually through coordination between the training institutions of both countries.

d. The Guest Personnel and the Guest Students shall comply with the education, diagnosis and treatment principles in accordance with the provisions of the national legislation of the Receiving Party.

e. Language of education shall be Turkish/English in the Republic of Türkiye and Montenegrin/English in Montenegro. Training and education lasting more than a year shall be provided in Turkish in the Republic of Türkiye and in Montenegrin in Montenegro.

f. The Guest Personnel and the Guest Students shall have an adequate level of knowledge of the language of education of the Receiving Party so as to pursue the envisaged education successfully.

g. If required, the Parties shall mutually offer language learning opportunities.

h. During the diagnosis and treatment practices, the Guest Personnel and the Guest Students shall be given responsibility on the same conditions as the equivalent personnel of the Receiving Party in the practices they participate in as a necessity of the training program during the training period. The Guest Personnel shall get a professional liability insurance according to the legislation of the Receiving Party.

i. The Guest Personnel and the Guest Students shall be in adequate health condition, allowing them to successfully pursue the envisaged training. The Guest Personnel and the Guest Students shall undergo training after having received a medical report in Turkish/Montenegrin or English languages and having been vaccinated as required. In case the medical report and/or vaccine reports have not been presented or should a need arise, the Receiving Party shall provide the Guest Personnel and the Guest Students with necessary medical examination and vaccines according to the provisions of Article VII on Health Services.

j. The situation of the Guest Personnel and the Guest Students whose training and education are no longer deemed appropriate to continue for reasons of failure, indiscipline or poor health shall be handled within the framework of the legislation of the Receiving Party. This situation of Guest Personnel and Guest Students shall be notified to the competent authority of the Sending Party by the competent authority of the Receiving Party. In this case, the Sending Party shall withdraw the dismissed Guest Personnel and the Guest Students. The Receiving Party decides whether to reimburse the expenditures for these dismissed Guest Personnel and Guest Students.

k. The Sending Party may withdraw the Guest Personnel and the Guest Students, whose training continues, without providing any reason. The Receiving Party decides whether to reimburse the expenditures incurred for the Guest Personnel and Guest Students who are withdrawn.

l. The Receiving Party shall give an appropriate certificate to the Guest Personnel and the Guest Students who participated and succeeded in the training/course activities.

2. Treatment Services:

a. The Receiving Party may provide 10 (ten) Patients of the Sending Party with free treatment service every year within the scope of national health and financial legislation of the Receiving Party. The first examination of these patients accepted as out of this determined quota, however each continuing examination should be accepted as one quota.

b. The Sending Party shall cover the round-trip costs for the Patients who shall be provided with free treatment service. If there is planned courier aircraft between the

two countries, the Patients and two accompanying persons for each may benefit from these courier aircraft free of charge depending on the availability. However, unless arisen out of willful misconduct or gross negligence, for any pecuniary and non-pecuniary damage, disability and death which may occur as a result of the fact that the Patients and their accompanying persons use the courier aircraft, no compensation shall be demanded by the Sending Party.

c. The examination and treatment service costs for the paid and free of charge Patients shall be determined according to the national legislation of the Receiving Party.

d. The competent authority of the Sending Party shall make the selection of the Patients to be provided with free treatment service and the competent authority of the Receiving Party shall approve these Patients.

e. Paid Patients may be sent to the Receiving Party for treatment services provided that all costs are paid by the Sending Party or the Patient himself/herself.

f. The Guest Personnel and their Dependents of the Sending Party may individually apply to the medical institutions of the Receiving Party at their own expense within the scope of this Protocol.

g. The Patient and accompanying persons may benefit from the officers' clubs, guesthouses, military commissaries and military messes of the Receiving Party according to the price tariff and national legislation that shall be determined by the Receiving Party.

h. The Sending Party shall notify in advance the Receiving Party, of the free of charge Patients who need to be transferred via ambulance due to medical necessity. The Receiving Party, within the scope of its national health and financial legislation, shall transfer these Patients free of charge from the airport to the hospital via ambulance.

i. The Sending Party shall meet the Patients' need for an interpreter.

j. In case of the death of any of the Patients, the Receiving Party shall inform the Sending Party of the situation and provide all kinds of facilities to transfer the deceased to the nearest international airport in its country. After this point, the transport of the deceased shall be the responsibility of the Sending Party. The Receiving Party shall take the necessary measures, including sanitary protection until the transfer of the deceased. When the transport of the deceased procedures are completed, the incurred expenses are covered by the Sending Party.

ARTICLE VI
COMPETENT AUTHORITIES AND IMPLEMENTATION PLAN

1. The Competent Authorities for the implementation of this Protocol are;
 - a. On behalf of the Government of the Republic of Türkiye: The Ministry of National Defence of the Republic of Türkiye,
 - b. On behalf of the Government of Montenegro: The Ministry of Defence of Montenegro.
2. The competent authorities of the Parties shall prepare an Annual Implementation Plan regarding joint activities for the implementation of this Protocol. The Implementation Plan regarding joint activities shall cover the name and scope of the activities to be conducted, their type, time and place, the implementing institutions, financial matters and other details.
3. The cooperation shall be made on the basis of reciprocity considering the mutual interests and needs of the Parties.
4. Materials, technical information and documents that the Parties shall deliver to each other or jointly produce under this Protocol and the intellectual and industrial property rights that may arise from them shall not be transferred to a third party without prior mutual consent of the Parties.
5. The cooperation between the Parties shall be strengthened through joint scientific researches, participation in exhibitions and symposiums in the fields of medicine and medical technology as well as mutual visits to be made at all levels.
6. The Parties shall inform each other by a written notification if an alteration is made in the designation of Competent Authorities provided in paragraph 1 of this Article.

ARTICLE VII
HEALTH SERVICES

1. The Guest Personnel and the Guest Students shall be in good health condition allowing them to perform any activity under this Protocol. The Receiving Party may request a medical report certifying that they are medically in adequate condition.
2. The costs of the examination and treatment services of the Guest Students shall be covered according to the national legislation of the Receiving Party. The Receiving Party shall cover the health insurance premiums or health expenses of the Guest Students.
3. The Receiving Party shall provide free of charge the emergency medical services and urgent dental care services of the Guest Personnel and their Dependents. The expenses of the medical examination and treatment, except for emergency medical

services and urgent dental care of the Guest Personnel and their Dependents shall be covered by a health insurance to be subscribed to according to the national legislation of the Receiving Party.

4. The Receiving Party may provide free of charge or in return for payment the insurance premiums or all treatment service costs of the Guest Personnel and their Dependents. If the Receiving Party decides to provide them in return for payment, the insurance premiums or all treatment service costs of the Guest Personnel and their Dependents shall be covered by the Sending Party or the Guest Personnel.

ARTICLE VIII OTHER MATTERS

For the matters not specified in this Protocol, the provisions of the "Framework Agreement" and "Cooperation Agreement" shall apply.

ARTICLE IX SETTLEMENT OF DISPUTES

1. Any dispute arising from the implementation or interpretation of this Protocol shall be settled by consultations and negotiations between the Parties at the possible lowest level and shall not be referred to any national or international tribunal or to any third party for the settlement.

2. If the dispute is not settled within 60 (sixty) days, the matter shall be handled by the Parties and negotiations shall start within 30 (thirty) days. If no result is obtained within the following 60 (sixty) days, either Party may terminate this Protocol with a 90 (ninety)-day prior written notice.

ARTICLE X AMENDMENT

Each of the Parties may propose, by a written notice, the amendment of this Protocol, when necessary. Negotiations shall start within 30 (thirty) days after the written notice. If no result is obtained within 60 (sixty) days after the notice, either Party may terminate this Protocol with a 90 (ninety) day prior written notice. Amendments agreed upon shall enter into force in accordance with the provision laid down in Article XII.

ARTICLE XI DURATION AND TERMINATION

1. This protocol is concluded for an indefinite period, provided that the "Framework Agreement" is in force. This protocol automatically ceases to be valid in case of termination of the "Framework Agreement".

2. Either Party has the right to terminate this Protocol by giving written notice to the other Party through diplomatic channels. This protocol ceases to be valid 90 (ninety) days from the date of receipt of such notification from the other Party.

3. If either Party concludes that the other Party does not or cannot comply with the provisions of this Protocol, it may propose, by a written notice, to hold negotiations. The negotiations shall start within 30 (thirty) days at the latest after the written notice. If no result is obtained within the following 60 (sixty) days, either Party may terminate this Protocol with a 90 (ninety)-day prior written notice.

4. The termination of this Protocol shall not affect the ongoing training activities and treatment services.

ARTICLE XII ENTRY INTO FORCE

This Protocol shall enter into force on the date of receipt of the last written notification by which the Parties notify each other through diplomatic channels about the completion of all internal legal procedures required for the entry into force of this Protocol.

ARTICLE XIII TEXT AND SIGNATURE

1. This Protocol is signed at.....on....., in two original copies in Turkish, Montenegrin and English languages, each text being equally authentic. In case of any divergence in the interpretation, the English text shall prevail.

2. In witness whereof, the undersigned, being duly authorized by their respective governments, have signed this Protocol.

**FOR THE GOVERNMENT OF
MONTENEGRO**

**Dragan KRAPOVIĆ
Minister of Defence**

**FOR THE GOVERNMENT OF
THE REPUBLIC OF TÜRKİYE**

**Yaşar GÜLER
Minister of National Defence**

Član 3

Ova odluka stupa na snagu osmog dana od dana objavljivanja u „Službenom listu Crne Gore - Međunarodni ugovori“.

Broj:

Podgorica, _____ 2025. godine

Vlada Crne Gore

Predsjednik,

Mr Milojko Spajić