



Ministarstvo
finansija

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Podgorica, 28.01.2025. godine

Br: 05-02-08-908/25-400/2

Za: MINISTARSTVO EVROPSKIH POSLOVA, Bulevar revolucije 15, Podgorica

gospođi, Maidi Gorčević, ministarki

Predmet: Mišljenje na Predlog osnove za zaključivanje Sporazuma o partnerstvu o implementaciji prioriteta Tehnička podrška u okviru IPA III Programa prekogranične saradnje Bosna i Hercegovina - Crna Gora 2021-2027, sa Nacrtom sporazuma

Veza: Vaš akt broj: 06/2-908/25-107 od 16.01.2025. godine

Poštovana gospođo Gorčević,

Povodom Predloga osnove za zaključivanje Sporazuma o partnerstvu o implementaciji prioriteta Tehnička podrška u okviru IPA III Programa prekogranične saradnje Bosna i Hercegovina - Crna Gora 2021-2027, sa Nacrtom sporazuma, Ministarstvo finansija daje sledeće:

MIŠLJENJE

Na tekst Predloga osnove za zaključivanje Sporazuma i pripremljeni Izveštaj o analizi uticaja propisa, sa aspekta implikacija na poslovni ambijent, nemamo primjedbi.

U skladu sa dostavljenim Predlogom osnove za zaključivanje Sporazuma o partnerstvu u implementaciji prioriteta Tehnička podrška u okviru IPA III Programa prekogranične saradnje Bosna i Hercegovina - Crna Gora 2021-2027, s Nacrtom sporazuma, a imajući u vidu nadležnosti Nacionalne službenice za ovjeravanje koje se odnose na opis implementacione strukture, finansijski kontrolni sistem, finansijsko upravljanje i regularnost troškova, izvršena je analiza od strane Direktorata za upravljanje strukturama pretprijetne podrške EU. Analizom je utvrđeno da je Predlog akta, sa IPA aspekta, pripremljen i usaglašen u skladu sa kriterijumima i važećim odredbama iz Okvirnog finansijskog sporazuma o partnerstvu za IPA III, te pravilima za sprovođenje Programa u Crnoj Gori utvrđenim Finansijskim sporazumom.

Dostavljenim aktom navedeno je da se Program prekogranične saradnje Bosna i Hercegovina - Crna Gora 2021 - 2027 sprovodi u skladu sa odredbama Zakona o potvrđivanju Okvirnog sporazuma između Crne Gore i Evropske komisije o pravilima za sprovođenje finansijske pomoći Unije Crnoj Gori u okviru Instrumenata pretprijetne podrške (IPA III), te je u skladu sa članom 73 Okvirnog finansijskog sporazuma o partnerstvu između Evropske komisije i Crne Gore, neophodno da Crna Gora i Bosna i Hercegovina zaključe Sporazum o partnerstvu kojim se uređuje partnerstvo i odgovornosti svakog partnera za sprovođenje odgovarajućeg dijela projekta "Tehnička podrška za Program prekogranične saradnje Bosna i Hercegovina - Crna Gora".

Uvidom u dostavljeni materijal i Izveštaj o analizi uticaja propisa, navedeno je da stopa sufinansiranja Unije na nivou svakog tematskog prioriteta nije veća od 85% prihvatljivih troškova, da sufinansiranje tematskih prioriteta obezbjeđuju korisnici bespovratnih sredstava u iznosu od najmanje 15% ukupnih troškova na nivou projekta, kao i da je iznos opredijeljen za tehničku podršku sprovođenju Programa ograničen na 10% ukupne vrijednosti Programa,

dok je stopa sufinansiranja tehničke podrške od strane Unije 100%, te nije potrebno obezbjeđenje finansijskih sredstava iz budžeta Crne Gore za sprovođenje predmetnog Sporazuma.

Shodno navedenom, Ministarstvo finansija, sa aspekta državnog budžeta, nema primjedbi na Predlog osnove za zaključivanje Sporazuma o partnerstvu u implementaciji prioriteta Tehnička podrška u okviru IPA III Programa prekogranične saradnje Bosna i Hercegovina - Crna Gora 2021 - 2027, sa Nacrtom sporazuma.

S poštovanjem,



MINISTAR
Miroslav Vuković

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Crna Gora
Ministarstvo evropskih poslova

Crna Gora
MINISTARSTVO FINANSIJA

16.01.2025
08-908/25-400/1

16. januar 2025. godine

Br: 06/2-908/25-104

Za: **MINISTARSTVO FINANSIJA**
Gđin Novica Vuković, ministar finansija

Predmet: Mišljenje na Predlog osnove za zaključivanje Sporazuma o partnerstvu u implementaciji prioriteta Tehnička podrška u okviru IPA III Programa prekogranične saradnje Bosna i Hercegovina - Crna Gora 2021-2027, s Nacrtom sporazuma

Poštovani gospodine Vukoviću,

U okviru IPA III finansijske perspektive 2021-2027 Crna Gora učestvuje u četiri bilateralna programa prekogranične saradnje sa Republikom Albanijom, Bosnom i Hercegovinom, Republikom Kosovom i Republikom Srbijom. Kao i u slučaju drugih programa, Program prekogranične saradnje Bosna i Hercegovina - Crna Gora 2021-2027 sprovodi se u skladu s odredbama Zakona o potvrđivanju Okvirnog sporazuma između Crne Gore i Evropske komisije o pravilima za sprovođenje finansijske podrške Unije Crnoj Gori u okviru Instrumenta pretpristupne podrške (IPA III).

U cilju sprovođenja ovih programa, u skladu sa članom 73 Okvirnog finansijskog sporazuma o partnerstvu između Evropske komisije i Crne Gore koju predstavlja Vlada Crne Gore o tehničkoj podršci u okviru Instrumenta za pretpristupnu podršku (IPA III), neophodno da Crna Gora i Bosna i Hercegovina zaključe Sporazum o partnerstvu kojim se uređuje partnerstvo i odgovornosti svakog partnera za sprovođenje odgovarajućeg dijela projekta „Tehnička podrška za Program prekogranične saradnje Bosna i Hercegovina - Crna Gora“.

S tim u vezi, u prilogu dostavljamo na mišljenje Predlog osnove za zaključivanje Sporazuma o partnerstvu u implementaciji prioriteta Tehnička podrška u okviru IPA III Programa prekogranične saradnje Bosna i Hercegovina - Crna Gora 2021-2027, s Nacrtom sporazuma. Shodno proceduri, molimo Vas da nam dostavite mišljenje, radi daljeg upućivanja Predloga osnove Vladi na razmatranje i usvajanje.

S poštovanjem,

Maida Gorčević



MINISTARKA

me4 eu
eu4 me
in the spirit of the EU

Adresa: Bulevar revolucije 15
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Prilog 1: Predlog osnove za zaključivanje Sporazuma o partnerstvu u implementaciji prioriteta Tehnička podrška u okviru IPA III Programa prekogranične saradnje Bosna i Hercegovina - Crna Gora 2021-2027;

Prilog 2: Nacrt sporazuma o partnerstvu u implementaciji prioriteta Tehnička podrška u okviru IPA III Programa prekogranične saradnje Bosna i Hercegovina - Crna Gora 2021-2027 na engleskom jeziku;

Prilog 3: Nacrt sporazuma o partnerstvu u implementaciji prioriteta Tehnička podrška u okviru IPA III Programa prekogranične saradnje Bosna i Hercegovina - Crna Gora 2021-2027 – prevod;

Prilog 4: Izvještaj o sprovedenoj analizi procjene uticaja propisa – RIA obrazac.

Kontakt osoba:

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PREDLOG OSNOVE

ZA ZAKLJUČIVANJE SPORAZUMA O PARTNERSTVU U IMPLEMENTACIJI PRIORITETA TEHNIČKA PODRŠKA U OKVIRU IPA III PROGRAMA PREKOGRANIČNE SARADNJE BOSNA I HERCEGOVINA - CRNA GORA 2021-2027

I USTAVNI OSNOV ZA ZAKLJUČIVANJE SPORAZUMA

Ustavni osnov za zaključivanje Sporazuma je sadržan u članu 15 stav 1 Ustava Crne Gore, prema kojem Crna Gora na principima i pravilima međunarodnog prava, sarađuje i razvija prijateljske odnose sa drugim državama, regionalnim i međunarodnim organizacijama, kao i u članu 100 stav 1 tačka 4 kojim je data nadležnost Vladi Crne Gore da zaključuje međunarodne ugovore.

II OCJENA STANJA ODNOSA SA BOSNOM I HERCEGOVINOM

Crna Gora i Bosna i Hercegovina njeguju dobrosusjedske i prijateljske odnose, kao i odličnu saradnju na regionalnom planu. Zajednički regionalni kontekst, kao i evropska i evro-atlanska agenda predstavljaju važnu sponu između dvije države, koja će u narednom periodu biti dodatno afirmisana i ojačana.

Konkretno, kada su u pitanju raspoloživi evropski fondovi, Crna Gora sarađuje sa Bosnom i Hercegovinom u okviru programa prekogranične saradnje od 2008. godine u okviru finansijske perspektive 2007-2013 i kroz tri otvorena poziva za dostavljanje predloga projekata ugovoreno je ukupno 35 projekata vrijednosti 8.304.000,00 eura. Saradnja je nastavljena u okviru IPA II Programa prekogranične saradnje Bosna i Hercegovina - Crna Gora u okviru kojeg je kroz tri poziva, ugovoreno 20 projekata ukupne vrijednosti od 9.078.708,00 miliona eura, od čega EU doprinos iznosi oko 7.438.659,00 a kofinansiranje projektnih partnera 1.640.049,00 eura. Kroz Prvi poziv su ugovorena 3 projekta, ukupne vrijednosti EU finansiranja oko 0,88 miliona eura. Projekti su se sprovodili u oblasti promocije zapošljavanja, mobilnosti radne snage, socijalne i kulturne inkluzije, unapređenja turizma i kulturne i prirodne baštine. U okviru Drugog poziva za dostavljanje predloga projekata ugovoreno je 12 projekata, ukupne vrijednosti EU finansiranja oko 4,37 miliona eura. Kroz ovaj poziv implementirani projekti doprinijeli su boljem upravljanju i energetske efikasnosti lokalnih vodovodnih sistema, sistema otpadnih voda i čvrstog otpada i zaštiti životne sredine, kao i poboljšanju kvaliteta i raznolikosti turističke ponude koja počiva na prirodnoj i kulturnoj baštini. Kroz treći poziv ugovoreno je 5 projekata EU kontribucije 2,19 miliona eura, koji su usmjereni na poboljšani pristup tržištu rada i zapošljavanje, prevenciju i upravljanje rizikom, ublažavanje i prilagođavanje klimatskim promjenama, sve to u cilju unapređenja standarda i kvaliteta života ljudi u programskom području.

Imajući u vidu potrebu nastavka saradnje kroz sprovođenja Programa prekogranične saradnje

Bosna i Hercegovina - Crna Gora tokom perioda 2021-2027, uz finansijsku podršku EU, Ministarstvo evropskih poslova je pripremilo Predlog osnove za zaključivanje **Sporazuma o partnerstvu u implementaciji prioriteta Tehnička podrška u okviru IPA III Programa prekogranične saradnje Bosna i Hercegovina - Crna Gora 2021-2027.**

III RAZLOZI ZBOG KOJIH SE PREDLAŽE ZAKLJUČIVANJE SPORAZUMA

Programi prekogranične i transnacionalne saradnje u okviru Ipe III sprovodiće se u okviru politike proširenja Evropske unije, te proizilaze i nastavljaju se na programe koji se sprovode u finansijskoj perspektivi 2014-2020. Programi saradnje imaju za cilj promovisanje dobrih odnosa i društveno-ekonomski razvoj kroz sprovođenje zajedničkih inicijativa na lokalnom i transnacionalnom nivou.

U okviru finansijske perspektive IPA III 2021-2027, Crna Gora učestvuje u četiri bilateralna programa prekogranične saradnje, i to sa Republikom Albanijom, Bosnom i Hercegovinom, Republikom Kosovom i Republikom Srbijom. Program prekogranične saradnje Bosna i Hercegovina - Crna Gora 2021-2027 (u nastavku teksta: Program) sprovodi se u skladu sa članom 8 stav 4 Okvirnog finansijskog sporazuma o partnerstvu između Evropske komisije i Crne Gore o modelima sprovođenja finansijske podrške EU Crnoj Gori u okviru Instrumenta pretpristupne podrške (IPA III) (FFPA) ("Službeni list Crne Gore - Međunarodni ugovori", br. 006/22 od 21. 10. 2022).

Nakon sprovedene procedure interservisnih konsultacija, Programski dokument je usvojen od strane Evropske komisije odlukom C(2022) 3401 od 19. maja 2022. godine. Pravila za sprovođenje Programa u Crnoj Gori utvrđuju se finansijskim sporazumima koji se zaključuju između Evropske komisije i Crne Gore. U tom cilju, Evropska komisija, Vijeće ministara Bosne i Hercegovine i Vlada Crne Gore zaključile su Finansijski sporazum, koji je stupio na snagu 22. januara 2024. godine, a kojim su utvrđeni kriterijumi za pružanje podrške EU, pravila i postupci isplate koja se odnosi na podršku i uslove pod kojima će se upravljati sredstvima. Takođe, potpisivanjem ovog Sporazuma obezbijedena je osnova za izvršavanje svih obaveza koje države preuzimaju kako bi ispunile ciljeve koji su predviđeni Programom.

Nadalje, u cilju dodatnog preciziranja pravila za sprovođenje projekta tehničke podrške neophodno je zaključivanje partnerskog sporazuma. Stoga je, u skladu sa članom 73 Okvirnog finansijskog sporazuma o partnerstvu između Evropske komisije i Crne Gore o tehničkoj podršci u okviru Instrumenta pretpristupne podrške (IPA III), neophodno da Bosna i Hercegovina i Crna Gora zaključe Partnerski sporazum kojim se uređuje partnerstvo i odgovornosti svakog partnera za sprovođenje odgovarajućeg dijela projekta „Tehnička podrška za Program prekogranične saradnje Bosna i Hercegovina - Crna Gora“. U Sporazumu o partnerstvu se navodi koje zadatke upravljanja i praćenja treba da osiguraju i Bosna i Hercegovina i Crna Gora. Ovo uključuje i izvještavanja i saradnju s trećim stranama. Ovim sporazumom utvrđuju se i budžeti koji se odnose na poslove upravljanja i modaliteti za prenos sredstava.

IV OSNOVNA PITANJA O KOJIMA ĆE SE VODITI PREGOVORI, ODNOSNO BITNI ELEMENTI KOJE SPORAZUM SADRŽI

Sporazumom se definiše pravni osnov za sprovođenje Programa.

Opšti cilj Programa se odnosi na promovisanje dobrosusjedskih odnosa, podsticanje evropske integracije i jačanje društvenog, ekonomskog i teritorijalnog razvoja prekograničnog područja programa unapređivanjem otpornosti na prirodne nepogode i nepogode koje je izazvao čovjek, kao i izazove klimatskih promjena, podsticanjem održivog upravljanja prirodnim i kulturnim nasljeđem i njegovog povezivanja sa sektorom turizma, te jačanjem kapaciteta lokalnih i regionalnih organa vlasti za suočavanje sa lokalnim izazovima.

Cilj je podijeljen u sljedeće tematske klastere i prioritete:

Tematski klasteri i prioriteti:

Tematski prioritet 0: Tehnička podrška

Tematski klaster 2: Zelenija i poboljšana efikasnost resursa

Tematski prioritet 2: Zaštita životne sredine, prilagođavanje i ublažavanje klimatskih promjena, prevencija i upravljanje rizicima

Tematski klaster 4: Poboljšano poslovno okruženje i konkurentnost

Tematski prioritet 5: Turizam i kulturno i prirodno nasljeđe

Tematski klaster 5 - Unaprijeđeni kapaciteti lokalnih i regionalnih organa vlasti za suočavanje sa lokalnim izazovima prepoznat je horizontalno kroz programski dokument.

Sadržaj Programa za period 2021-2027 je usklađen s procesom pristupanja Crne Gore Evropskoj uniji, kao i sa svim relevantnim strategijama i programima Vlade.

Sporazum sadrži sljedeća članove:

Član 1. - Predmet Sporazuma

Član 2. - Trajanje Sporazuma

Član 3. - Obaveze

Član 4. - Odgovornosti

Član 5. - Upravljanje budžetom i finansijama, računovodstvena načela

Član 6. - Izmjene ugovora

Član 7. - Izvještaji

Član 8. - Mjere informisanja i obavještanja javnosti

Član 9. - Intelektualna svojina

Član 10. - Upotreba imovine

Član 11. - Povjerljivost

Član 12. - Saradnja s trećim stranama, delegiranje i angažovanje spoljnih saradnika

Član 13. - Prenos prava i obaveza, pravno nasljeđivanje

Član 14. - Neispunjavanje obaveza ili kašnjenje u njihovom sprovođenju

Član 15. - Mirenje i posredovanje između partnera

Član 16. - Izmjene i dopune sporazuma

S obzirom na sadržinu sporazuma, kojim se uređuje partnerstvo i odgovornosti svakog partnera za sprovođenje odgovarajućeg dijela projekta „Tehnička podrška za Program prekogranične saradnje Bosna i Hercegovina - Crna Gora“, Ministarstvo evropskih poslova cijeni da u konkretnom slučaju nema potrebe za vođenjem pregovora, niti formiranjem delegacije za vođenje pregovora, već da je racionalnije da Vlada ujedno sa Osnovom prihvati Predlog sporazuma i ovlasti lice koje će ga potpisati, u skladu sa članom 7 stav 2 Zakona o zaključivanju i izvršavanju međunarodnih ugovora.

V PROCJENA POTREBNIH FINANSIJSKIH SREDSTAVA ZA IZVRŠAVANJE SPORAZUMA

Ukupna procijenjena vrijednost ovog Programa iznosi 9.734.117,64 eura, dok je maksimalni doprinos Unije ovom Programu 8.400.000,00 eura. Sredstva raspoloživa u okviru Programa će se obezbjeđivati kroz tri alokacije, tako što će se sredstva raspoloživa za 2021. i 2022. godinu isplaćivati kroz alokaciju za 2022. godinu, sredstva raspoloživa za 2023, 2024. i 2025. godinu isplaćivati kroz alokaciju za 2024. godinu, dok će se sredstva raspoloživa za 2026. i 2027. godinu isplaćivati kroz alokaciju za 2027. godinu.

Stopa sufinansiranja Unije na nivou svakog tematskog prioriteta nije veća od 85% prihvatljivih troškova. Sufinansiranje tematskih prioriteta obezbjeđuju korisnici bespovratnih sredstava, u iznosu od najmanje 15% ukupnih troškova na nivou projekta. Iznos opredijeljen za tehničku podršku sprovođenju Programa je ograničen na 10% ukupne vrijednosti Programa, dok je stopa sufinansiranja tehničke podrške od strane Unije 100%. Stoga nije potrebno obezbijediti finansijska sredstva iz budžeta Crne Gore za sprovođenje ovog Sporazuma.

VI IZMJENA VAŽEĆIH ILI DONOŠENJE NOVIH PROPISA

Zaključivanje navedenog međunarodnog sporazuma ne zahtijeva izmjenu važećih ili donošenje novih propisa.

PARTNERSHIP AGREEMENT
on implementation of Technical Assistance priority under the IPA III CBC
Programme Bosnia and Herzegovina — Montenegro 2021-2027
between Cross Border Cooperation Structures of the two participating countries



Pursuant to the Commission regulations laying out the provisions for the use of IPA III funds:

- Regulation (EU) No 2021/1529 of the European Parliament and of the Council of 15 September 2021 establishing an Instrument for Pre-accession Assistance (IPA III);
- Commission Delegated Regulation (EU) 2021/2128 of 1 October 2021 supplementing Regulation (EU) 2021/1529 of the European Parliament and of the Council, as regards setting out certain specific objectives and thematic priorities for assistance under the Instrument for Pre-Accession Assistance (IPA III);
- Commission Implementing Regulation (EU) 2021/2236 of 15 December 2021 on the specific rules for implementing Regulation (EU) 2021/1529 of the European Parliament and of the Council establishing an Instrument for Pre-accession Assistance (IPA III);
- The Commission Implementing Decision C(2022) 3401 of 19 May 2022 on the financing of the cross-border cooperation programme Bosnia and Herzegovina — Montenegro 2021-2027 (hereinafter “the Programme Document”);
- The Financial Framework Partnership Agreement between the European Commission and Montenegro Represented by the Government of Montenegro on Specific Arrangements for Implementation of Union Financial Assistance to Montenegro under the Instrument for Pre-Accession Assistance (IPA III) signed the Financial Agreement on 21 September 2023;
- The Financial Framework Partnership Agreement between the European Commission and Bosnia and Herzegovina Represented by the Council of Ministers of Bosnia and Herzegovina on Specific Arrangements for Implementation of Union Financial Assistance to Bosnia and Herzegovina under the Instrument for Pre-Accession Assistance (IPA III) (“Official Gazette of BiH – International treaties” no. 7/22) ratified on 24 August 2022, and entered into effect on 20 September 2022;

Considering:

The suitability of signing a Partnership Agreement to formalise the relations between the Cross Border Cooperation Structures of the two participating countries acting as partners in the implementation of Technical Assistance priority under the IPA III CBC Programme Bosnia and Herzegovina — Montenegro 2021-2027

The following Partnership Agreement is made between:

Directorate for European Integration of Bosnia and Herzegovina, represented by Ms Elvira Habota, Director, as Lead Partner,

and

Ministry of European Affairs of Montenegro, represented by Mr Bojan Božović, State Secretary and National IPA Coordinator, as Partner,

From now onwards referred as **the Partners**.

12



Article 1

Subject of the agreement

1.1 The subject of this agreement is the organisation of a partnership and the definition of the responsibilities of each partner for the implementation of the project "Technical Assistance (TA) for the Cross-border Cooperation Programme Bosnia and Herzegovina - Montenegro", for the budget year 2022 in conformity with the jointly prepared application including the logical framework matrix and the budget of the operation, submitted by the Lead Partner on behalf of partnership to the EUD to BiH as Contracting Authority under direct award procedure.

1.2 Any major modifications of the present agreement related to the grant contract between the Contracting Authority (CA) and the Lead Partner must be notified to the CA, who will assess whether there is need for an amendment of the grant contract.

Article 2

Duration of the agreement

2.1 This agreement will come into force on the date of the last signature. It shall end on the date on which the Lead Partner is released of the liability by the CA and when the final payment is received and an integral part of the amount transferred to the Partner.

2.2 Irrespective of the termination of this partnership agreement, the Partners confirm they will cooperate with each other in goodwill if, during the seven years following the final payment of the contract balance, the European Commission, the European Anti-Fraud Office, the European Court of Auditors and any external auditor authorised by the Contracting Authority decide to undertake verifications. The Partners will have to take all necessary steps to facilitate the work of these institutions.

2.3 In case the adoption and approval of subsequent financial commitments, together with support measure for technical assistance, through exchange of letters between the Commission and the IPA III beneficiaries do not change the management mode and the Contracting Authority remains the same, the Agreement shall remain valid for the subsequent TA allocations as well, provided prior agreement on application and budget breakdown per country.

Article 3

Obligations

The Partners mutually designate the Directorate for European Integration of Bosnia and Herzegovina as Lead Partner and agree that the latter shall

3.1 Be responsible for the project in regard to the CA;

3.2 Communicate with the CA as the single contact on behalf of the partnership;

3.3 Be entirely responsible for the coordination of the project implementation. In particular, the Lead Partner shall:



- Appoint a project manager who will coordinate the preparation of application, its submission to the CA and implementation of the project;
- Start and implement the project according to the annex I "Description of the action" of the grant contract;
- Draw up and present those reports required by the grant contract provisions, comprising a narrative and a financial part, to the CA within the period prescribed by the grant contract. The templates of the above-mentioned reports are provided as annexes in the grant contract;
- Monitor that the operation is implemented in accordance with the conditions set out in the grant contract;
- Submit requests for payment to the CA;
- Receive the pre-financing, interim and final payment from the CA and transfer the integral part of the corresponding amount to the Partner as soon as possible and no later than within one month;
- Check the regularity of invoices and supporting documents related to any expenditure;
- Manage and verify the appropriateness of spending of the grant awarded;
- Set out an accounting system for the overall project in conformity with the relevant European or national financial regulations;
- Make available to national authorities as well as to qualified structures of the Programme all the financial, legal and commercial documents related to the implementation of the project;
- Respond promptly to any request for information and modifications of information by the CA;
- Inform the Partner about all communications occurring with the CA;
- Notify immediately the Partner (as well as the CA) of any event that could lead to a temporary or final discontinuation or any other change in the implementation of the project;
- Produce all documents required and provide all necessary information required for the audit and give access to its business premises. All these supporting documents can be either originals or certified copies if originals have been given to the CA or are kept by the Partner;



- Preserve at all times for audit purposes all the relevant files, documents and data about the part of the operation for which they are responsible on customary means of data storage in a safe and orderly manner for the years stipulated in the General Conditions of the grant contract; or other, possibly longer, retention periods, when stated by national law. (These documents might be either originals or copies in conformity with the original, and issued of customary means of data storage);
- Provide to the independent expert(s) carrying out an evaluation with any document or information necessary to compile an evaluation report;
- Comply with the Community and national legislation, particularly with the rules of public procurement, competitiveness and publicity;
- Respect all rules and obligations laid down in the grant contract;
- Lay down the arrangements with the Partner to guarantee the sound financial management of the funds allocated to the operation, including the arrangements for recovering amounts unduly paid;
- Not delegate any, or part of, these tasks to the Partner or any other entity.

3.4 The Partner accepts to discharge the following duties and obligations:

- Appoint a project manager for the part of the project for which the Partner is responsible (activities and finance) and give him or her the authority to represent the Partner in the project, ensuring that all information to be provided and the requests to be made to the CA are sent via the Lead Partner;
- Implement the part of the project under its responsibility within the planned deadlines, taking all necessary and reasonable measures to ensure that the operation is carried out in accordance with the terms and conditions of the EU funded grant contract. To this purpose, the Partner shall implement the operation with the requisite care, efficiency, transparency and diligence, in line with the principle of sound financial management and with the best practices in the field;
- Support the Lead Partner in drawing up all reports required by the grant contract by providing the required data on time;
- Notify immediately the Lead Partner of any event that could lead to a temporary or final discontinuation or any other change in the implementation of the project;
- Produce and deliver to the Lead Partner all necessary information for reports, payment requests, monitoring, evaluation, audits and any other checks;
- Notify the Lead Partner of the reception of the funds;



- Make available to national authorities as well as to qualified structures of the Programme all the financial, legal and commercial documents related to the implementation of the project. The supporting documents of the expenditures must be preserved during the number of years stipulated in the General Conditions of the grant contract after the payment of the balance by the CA or if necessary for a longer duration, as stated by national legislation or regulations;
- Produce all the necessary documents and provide required information for the audit and give access to its business premises. All the documents should be originals or certified copies if originals have been given to the Lead Partner;
- Preserve at all times for audit purposes all files, documents and data about the part of the operation for which he is responsible on customary means of data storage in a safe and orderly manner;
- Provide the independent expert(s) carrying out an evaluation with any document or information necessary to compile the evaluation report;
- Respect all rules and obligations laid down in the grant contract;
- Answer all requests made by the Lead Partner and the CA;
- Comply with the Community and national legislation, particularly with the rules of public procurement, competitiveness and publicity;
- Repay the Lead Partner any amounts unduly paid in accordance with this Agreement.

Article 4 **Liability**

4.1 The Parties shall be mutually liable and will be affected by any liabilities, damages and costs resulting from the non-compliance of their duties and obligations as set forth in this agreement.

4.2 No party shall be held liable for not complying with the obligations resulting from this agreement in case of Force Majeure. The term force majeure, as used herein covers any unforeseeable events, not within the control of either party to this agreement and which by the exercise of due diligence neither party is able to overcome such as acts of God, strikes, lock-outs or other industrial disturbances, acts of the public enemy, wars whether declared or not, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosion. A decision of the European Union to suspend the cooperation with the partner country is considered to be a case of force majeure when it implies suspending funding under this agreement. In such a case, the partner affected must inform the other partner of the project in writing and without delay. In any case, the Lead Partner is also obliged to inform the CA.



Article 5

Budgetary and financial management, accounting principles

5.1 The Lead Partner is the main responsible body to the CA for the budgetary and financial management of the project. The Lead Partner is responsible for the payment requests and the transfer of payments to the Partner as well as for any demand of reallocation between budget lines as stated in the grant contract. For each reception of payment from the CA, the Lead Partner shall pay immediately the amounts allocated to the Partner by bank transfer no later than one month. No deduction, retention or further specific charge shall be made, except for cases defined in the Article 14.5. of this Agreement.

5.2 The Lead Partner must ensure the correctness of the accounting and financial reports and documents drawn up by the Partner. For this purpose, the Lead Partner may request further information, documentation and evidence from the Partner.

5.3 The Partner will be held responsible for its budget up to the amount of its financial participation in the project and is committed to ensure its share of pre-financing of final payment.

5.4 The Partner shall keep separate accounts or dedicated budget lines used only for the implementation of the project. These accounts shall register in Euro (€) the total expenses and the potential income related to the project.

Accounting reports or other documents, including certified copies of all documents (in particular invoices, documents related to tenders, bank statements) shall be submitted, on demand, to the Lead Partner (or to the Financial Manager in the Joint Technical Secretariat who will be in charge of assisting the two Partners in financial management of the grant funds).

5.5 Without sufficient evidence of the expenses or in the event of non-fulfilment of the rules concerning eligibility of expenditure, the Lead Partner shall ask the Partner to redraft the submitted financial documents. In case of repeated non-fulfilment, the Lead Partner may refuse the expenditure declared by the Partner. In that case, the Lead Partner is obliged to inform the Partner on the refusal of the expenditure declared and on the reasons for it.

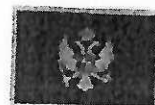
The CA shall be informed immediately.

Article 6

Modifications of the contract

6.1 Any request for amendment of the grant contract presented by the Lead Partner to the CA is first approved in writing by the Partner.

6.2 Before submitting to the CA the reallocation between or within budgetary headings, the Lead Partner must obtain a written approval of the Partner.



Article 7

Reports

7.1 The Partner shall provide in due time the Lead Partner with the necessary information to draw up all the reports required in the grant contract, and other specific documents required by the CA.

The reporting periods regulated by the grant contract or issued by the CA as well as the formal instructions shall be observed.

7.2 The Lead Partner shall systematically send to the Partner copies of the interim and final reports submitted to the CA and keep the Partner informed on a regular basis of all relevant communication with the CA.

Article 8

Information and publicity measures

8.1 The Partners will jointly implement a communication plan that ensures adequate promotion of the operation both towards targeted groups and towards the general public.

8.2 Any publications, materials, etc. produced by the project, including for a conference or a seminar, must specify that the operation has received a grant from the European Union in the framework of the IPA III CBC Programme Bosnia and Herzegovina — Montenegro 2021-2027 and must visibly display the names of the Lead Partner and the Partner. The articles of the General Conditions for grant contract on information and publicity measures must be followed in all circumstances.

8.3 The Partners agree that the CA is authorised in the framework of the Programme to publish, in any form and on any support / media, including the Internet, the following information:

- name of the Partners.
- main purpose of the operation,
- amount of the IPA funding and the total budget,
- geographical location of the operation,
- final report of the project, and
- any publication printed with the project's funds.

Article 9

Intellectual Property

9.1 Given the nature of the operation, and although in line with the Article 7.1. of the General Conditions to the grant contract, the intellectual property rights are vested in the Partners. the Partners will ensure that all outcomes developed in the framework of the operation will be made available to the public.



Article 10

Use of assets

10.1 The Partners will ensure that the assets acquired in the framework of the operation will be used for the intended purposes and kept safe so that they can continue to produce benefits after the project end as long as possible.

10.2 As appropriate, the Partners will integrate in the asset register or inventory of their organisations the items purchased through the funds of the operation and agree to carry out a complete physical inventory of all assets at least once a year.

10.3 The Partners will properly identify all the assets purchased during the operation, for instance, with the use of stickers, tag numbers or plaques. They will also maintain a logbook for the use of vehicles where applicable and monitor the use of consumables.

10.4 In line with the Article 7.5. of the General Conditions to the grant contract, the Partners agree to retain ownership of the equipment, vehicles and supplies paid by the budget of the operation.

10.5 When the 'Description of the Action' in Annex I of the grant contract contains provisions about the use of equipment, vehicles and supplies paid by the budget of the operation, the Partners will respect these provisions and will refrain from entering into mutual disputes over their ownership.

Article 11

Confidentiality

11.1 Although the implementation of the project is of public nature, part of the information exchanged in the context of its implementation between the Partners and with the CA, can be confidential. In that context, only the documents and other elements explicitly provided with the mention confidential will be treated as such.

11.2 The Partners take measures to ensure that all staff members carrying out the work respect the confidential nature of this information and do not disseminate it, do not pass it on to third parties or use it without prior written consent of the Partner that provided it.

This clause of confidentiality shall remain in force until the present agreement comes to an end.

Article 12

Cooperation with third parties, delegation, and outsourcing

12.1 In case of cooperation with the third parties, or of outsourcing, the Partner shall remain the only responsible to the Lead Partner for compliance with their obligations in accordance with the conditions established in the present agreement.

12.2 The Lead Partner shall be informed by the Partner about any contract concluded with a third party if this information has not been stated in the 'Description of the Action' in Annex I of the grant contract.



Article 13

Assignment of rights and obligations, legal succession

13.1 Neither of the Partners is allowed to modify their duties and rights within the present agreement without the prior consent of the other party to this agreement and without the approval of the CA.

In case of legal succession, the Partner concerned is obliged to transfer all duties and responsibilities to the legal successor and inform the other Partner (and CA as appropriate) about the change occurred.

Article 14

Non - fulfilment of obligations or delay in their implementation

14.1 The Partner is obliged to inform immediately the Lead Partner and to provide him with all necessary information of any event that can jeopardise the implementation of the project.

14.2 If the Partner fails to fulfil its obligations in due time, the Lead Partner will ask him to comply within a maximum of one month.

14.3 In resolving any difficulties, including seeking the assistance of the CA, the Lead Partner shall inform the Partner in writing.

14.4 If the Partner still fails to comply with its obligations, the Lead Partner shall inform the CA without delay.

14.5 The Partner has to repay to the Lead Partner any programme funds received if external auditor (to be hired by the Lead Partner to perform expenditure verification) findings reveal non-fulfilment of the rules concerning eligibility of expenditure. Ineligible expenditure incurred by the Partner and not repaid to the Lead Partner could be offset by the latter in the first subsequent transfer of funds to the former. The same applies if, during the report approval procedure, the CA reveals ineligible expenditure incurred by the Partner.

14.6 Should the Partner not fulfil its obligations and in case of financial consequences for the funding of the whole operation, the Lead Partner may claim compensation for loss or damage from the Partner. And the other way round, should the Lead Partner not fulfil its obligations and in case of financial **consequences for the Partner**, the Partner may claim compensation for loss or damage from the Lead Partner.



Article 15

Conciliation and mediation between partners

15.1 Should a dispute arise between the Partners, it will be settled amicably through consultation between them.

15.2 In the absence of amicable settlement, the Partners shall submit the dispute to the CA in order to reach a solution. The consequent ruling of the CA shall be mandatory for the parties of this Agreement.

15.3 If the CA fails to reach a solution, the Partners agree that the BiH law will apply to this agreement. The Partners also agree that in such a case, they may refer disputable matter to the Court of Bosnia and Herzegovina.

Article 16

Amendment of the agreement

16.1 Any amendment to the present agreement will not be valid or will not have any effect if it is not agreed by the Partners in writing.

Prepared in English in two originals, one original per Partner.

Enclosures:

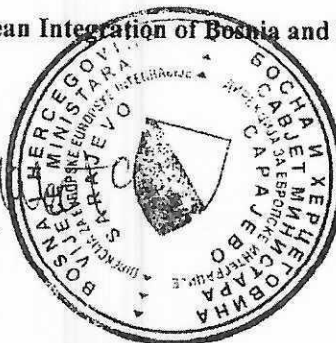
- Indicative budget breakdown per partner

The Lead Partner: Directorate for European Integration of Bosnia and Herzegovina

Elvira Habota, Director

Sarajevo,

26.06.2024.



The Partner: Ministry of European Affairs of Montenegro

Bojan Božović, State Secretary and National IPA Coordinator

Podgorica, _____

1. Budget for the Action¹

Costs	All Years				Year 1 ²			
	Unit ³	# of units	Unit value (in EUR)	Total Cost (in EUR) ⁴	Unit	# of units	Unit value (in EUR)	Total Cost (in EUR)
1. Human Resources¹⁴								
1.1 Salaries (gross salaries including social security charges and other related costs - local staff) ⁵								
1.1.1 Head of JTS BiH	Per day	398	110.00	43,880.00	Per day	199.5	110.00	21,945.00
1.1.2 Financial Officer BiH	Per day	398	103.00	41,097.00	Per day	199.5	103.00	20,548.50
1.1.3 Communication and Information Officer - BiH	Per day	398	103.00	41,097.00	Per day	199.5	103.00	20,548.50
1.1.4 Communication and Information Officer - BiH	Per day	398	103.00	41,097.00	Per day	199.5	103.00	20,548.50
1.1.5 Trainers		359	103.00	41,097.00	Per day	199.5	103.00	20,548.50
1.2 Salaries (gross salaries including social security charges and other related costs - expatriate staff)								
1.3 Per diems for missions travel ⁶				187,185.00				53,800.50
1.3.1 Abroad (staff assigned to the Action)								
1.3.1.1 Accommodation costs BiH	Per night	16	60.00	1,620.00	Per night	14	60.00	1,260.00
1.3.1.2 Daily allowances BiH	Per day	43	65.00	2,795.00	Per day	25	65.00	1,625.00
1.3.1.3 Accommodation costs MNE	Per night	14	60.00	1,620.00	Per night	14	60.00	1,260.00
1.3.1.4 Daily allowances MNE	Per day	24	65.00	1,560.00	Per day	10	65.00	650.00
1.3.2 Local (staff assigned to the Action)								
1.3.2.1 Accommodation costs BiH	Per night	24	70.00	1,680.00	Per night	8	70.00	560.00
1.3.2.2 Daily allowances BiH	Per day	50	20.00	1,000.00	Per day	29	20.00	580.00
1.3.2.3 Accommodation costs MNE	Per night	12	60.00	720.00	Per night	2	60.00	120.00
1.3.2.4 Daily allowances MNE	Per day	2	65.00	130.00	Per day	2	65.00	130.00
1.3.3 Seminars/conferences participants	Per diem	2	20.00	40.00	Per diem	2	20.00	40.00
Subtotal Human Resources				179,185.00				80,994.50
2. Travel⁷								
2.1 International travel								
2.1.1 Transportation cost BiH	Per km	3,416	0.25	854.00	Per km	2,070	0.25	517.50
2.1.2 Transportation cost MNE	Per km	246	0.25	61.50	Per km	123	0.25	30.75
2.2 Local transportation								
2.2.1 Transportation cost BiH	Per month	2,848	0.25	716.50	Per month	1,926	0.25	481.50
2.2.2 Transportation cost MNE	Per month	123	0.25	30.75	Per month	61	0.25	15.25
Subtotal Travel				4,308.25				2,445.93
3. Equipment and supplies⁸								
Subtotal Equipment and supplies								
4. Local office⁹								
4.1 Vehicle costs ¹⁰								
4.2 Office rent	Per year	2	2,195.00	4,390.00	Per year	1	2,195.00	2,195.00
4.2.1 Office rent - JTS BiH	Per month	24	781.00	18,744.00	Per month	12	781.00	9,372.00
4.2.2 Office rent - MNE	Per month	24	781.00	18,744.00	Per month	12	781.00	9,372.00
4.3 Consumables - office supplies	Per month	24	315.00	7,560.00	Per month	12	315.00	3,780.00
4.3.1 Office supplies and consumables - JTS BiH	Per month	3	315.00	945.00	Per month	2	315.00	630.00
4.3.2 Office supplies and consumables - MNE	Per month	21	315.00	6,615.00	Per month	10	315.00	3,150.00
4.4 Other services (e.g. fax, electricity/heating maintenance)	Per month	24	60.00	1,440.00	Per month	12	60.00	720.00
4.4.1 Communication (tel/fax/int/postal) and utilities - JTS BiH	Per month	24	60.00	1,440.00	Per month	12	60.00	720.00
4.4.2 Communication (tel/fax/int/postal) and utilities - MNE	Per month	24	60.00	1,440.00	Per month	12	60.00	720.00
Subtotal Local office				32,388.00				16,237.00
5. Other costs, services¹¹								
5.1 Publications ¹²								
5.2 Studies - research ¹³								
5.3 Expenditure verification/Audit	Per contract	1	2,600.00	2,600.00	Per contract	0	2,600.00	0.00
5.4 Evaluation costs								
5.5 Translation - interpreters								
5.6 Financial services (bank guarantee costs etc.)	Per transaction	1	0.00	0.00	Per transaction	0	0.00	0.00
5.7 Costs of conferences/seminars ¹⁴	Per event	1	300.00	300.00	Per event	0	300.00	0.00
5.7.1 2nd CIP CN - Training (online)	Per event	1	300.00	300.00	Per event	0	300.00	0.00
5.7.1.1 Info days and partner search forum (PSF) - (1 online one in person)	Per event	1	300.00	300.00	Per event	0	300.00	0.00
5.7.2 JTS and bilateral OS meetings - venue and catering - BiH (there will be 2 meetings - one will be online therefore 1 cost unit)	Per event	1	300.00	300.00	Per event	0	300.00	0.00
5.7.3 JTS and bilateral OS meetings - venue and catering - MNE (there will be 2 meetings - one will be online therefore 1 cost unit)	Per event	1	300.00	300.00	Per event	0	300.00	0.00
5.7.4 Trainings for preparation of full project proposals - CIP	Per event	1	3,280.00	3,280.00	Per event	1	3,280.00	3,280.00
5.7.5 Implementation training - CIP - venue and catering	Per event	1	2,900.00	2,900.00	Per event	1	2,900.00	2,900.00
5.8 Viability actions ¹⁵								
5.8.1 Website hosting and maintenance BiH	Per month	24	173.00	4,152.00	Per month	12	173.00	2,076.00
5.8.2 Web site front page re-design	Per service	1	2,300.00	2,300.00	Per service	1	2,300.00	2,300.00
5.8.2.1 Facebook advertising	Per publis	10	20.00	200.00	Per year	5	20.00	100.00
5.8.3 Design and production of IPA II Programme results PDF brochure	Per service	1	1,000.00	1,000.00	Per service	1	1,000.00	1,000.00
Subtotal Other costs, services				31,522.00				14,746.00
6. Other¹⁷								
Subtotal Other								
7. Subtotal direct eligible costs of the Action (1-6)				237,077.52				124,025.42
8. Indirect costs¹⁸ (maximum 7% of 7. subtotal of direct eligible costs of the Action)			1.23%	2,922.48			1.23%	528.00
9. Total eligible costs of the Action, excluding reserve and volunteers' work (7+8)				240,000.00				125,554.42
10.1 Provision for contingency reserve¹⁹ (maximum 5% of 7 Subtotal of direct eligible costs of the Action)								
10.2 Volunteers' work²⁰								
11. Total eligible costs (9+10)				240,000.00				125,554.42
12. Taxes								
13. Total accepted²¹ costs of the Action (11+12)				240,000.00				125,554.42

Budget	Country	% share
176,593	BiH	74.83%
6,407	MNE	2.67%
240,000		100.00%

93,806	BiH
125,554	MNE

0,00	check
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1. The description of items must be sufficiently detailed and all items broken down into their main components. The number of units and the unit value must be specified for each item depending on the indications provided. The budget has to include costs related to the action as a whole, regardless of the part financed by the contracting authority.
2. This section must be completed if the action is to be implemented over more than one reporting period (usually 12 months). For actions whose duration is up to 12 months, the columns F, G, H & I of the budget format could be deleted.
3. The budget may be established in euro or in the currency of the country of the contracting authority. Costs and unit values are rounded to the nearest euro cent and whenever possible values should be confined to natural numbers.
4. If staff of the lead applicant, co-applicants and affiliated entities are not working full time on the action, the percentage should be indicated alongside the description of the item and reflected in the number of units (not the unit value). For instance, the number of units to be completed for a staffer contributing with 25% of his or her working time during the 12 months of a project would be 3, while the unit costs would still be his or her gross monthly salary. Please note that in some occasions the staff could be devoted to the project activities for only a certain number of working days. In the latter case, we are not dealing with salaries any more but with duty fees.
5. Indicate the country where the per diems are incurred.
Per diems are not considered a simplified cost option for the purposes of Union financing when the grant beneficiary reimburses a fixed amount to its staff according to its staff rules and asks for the reimbursement of that same amount in the action budget. That is an actual cost.
Otherwise, if the beneficiary proposes a reimbursement on the basis of simplified costs option (for instance a "unit cost"), it must specify "UNIT COST" per diem in the "unit value" column and the applicable rates (in any case the final eligible cost may not exceed the rates published by the European Commission at the time of contract signature).
6. Costs for CO2 offsetting of air travel may be included. CO2 offsetting shall in that case be achieved by supporting CDM Gold Standard projects (evidence must be included as part of the supporting documents) or through airplane company programmes when available. Indicate the place of departure and the destination. If information is not available, enter a global amount.
Please consult with the contracting authority about the maximum unit cost per kilometre that you can charge in the budget when using the organisation's or a private vehicle. This UNIT COST will cover the expenses associated with fuel consumption and depreciation costs. Other expenses (motorway tolls, parking, ferry crossings, etc.) can also be reimbursed on presentation of the corresponding supporting documents.
7. Please separate cost for purchase or rental.
8. Specify the typology of costs or services. Global amounts will not be accepted. Fees or remunerations for consultants, external experts, trainers or researchers involved in the activities of the operation must be presented under this budget heading. Please note that you must include an allocation for expenditure verification when the amount of the EU grant requested exceeds EUR 100 000.
- For activities related to the purchase of external expertise (services such as consultancies, studies, research designs, web development, etc.) and the organisation of events (meetings, seminars, press conferences, awareness campaigns, training), any global sum displayed in the budget of the action must be duly substantiated in the adjacent spreadsheet, named "Justification".
9. Only indicate here when fully subcontracted.
10. Communication and visibility activities should be properly planned and budgeted at each stage of the project implementation. The contracting authority expects to see costs for this purpose in the budget breakdown.
11. Only to be filled in when provided for in the call for proposal (i.e. taxes are not eligible and the beneficiary(ies) can show they cannot reclaim them). Please see glossary of terms (Annex A 1) of the Practical Guide to contract procedures for EU external actions for the definition of taxes. Please note that direct taxes are not included (such as taxes on salary of staff working for the action which are part of the gross salary). Note: Where the call for proposal does not exclude the coverage of taxes and the beneficiary can show it cannot reclaim taxes may be eligible and should be included in each relevant heading. Taxes that can be reclaimed are not considered as eligible nor accepted costs.
12. Only to be filled in when contributions in kind may be accepted as co-financing. The amount indicated must be identical to the one indicated in worksheet 3 "expected sources of funding". This line doesn't include contributions in kind in the form of volunteers' work that must be presented in budget line 10.2.
13. Use "UNIT COST per flight/month/air etc." or "LUMP SUM" in case of simplified cost options. Use different lines for each type of simplified cost options and per beneficiary. In worksheet 2, the methods used to determine and calculate them must be clearly described and substantiated and the beneficiary proposing and using them must be univocally identified (for more guidance see Annex K - Guidelines-Checklist for simplified cost options).
14. If accepted and subsequently provided for in Article 7.1 of the special conditions, costs actually incurred in relation to a project office used for the action or a portion of these costs can be declared as direct eligible costs by applying a cost apportionment approach.
Examples of possible cost distribution keys are:
- the number of staff assigned to the action as a percentage of the maximum total number of staff that could work at the project office
- the office space occupied for the purpose of the action as a percentage of the total available office space
A description of the project office, the services or resources it makes available, its overall capacity (where applicable), the costs to be apportioned and the proposed distribution key have to be included in the proposal.
The proposed cost apportionment approach has to be presented as an annex to the Budget. The budgeted amount of the costs for which apportionment is proposed has to be indicated in the columns "TOTAL COSTS" and "APPORTIONMENT" has to be indicated in the column "units". The proposed cost apportionment approach will be assessed by the evaluator committee and the contracting authority. If the proposed cost apportionment approach is not accepted, there are two options: 1) adjust the distribution key in line with the conclusions of the evaluation committee; 2) exclude the costs from the budget.
15. Include here the costs of the volunteers' work if this type of contribution in kind is allowed. Volunteers' work shall be declared as eligible cost, but not include the direct costs as the calculation of indirect costs does not apply. Volunteers' work may comprise up to 50 % of the co-financing and shall be declared as unit cost as defined and authorised by the European Commission at the following address: <https://ec.europa.eu/transparency/regdoc/7/15/action/1548/duche-d-34/yea-2018/number-26483/version-A.L&lang=en>
16. Actual costs of fuel, registration, insurance or maintenance of one or more vehicles can be charged under the budget line 4.1 when no unit cost is applied for travel per kilometre and the latter vehicles are fully and exclusively devoted to the execution of the operation.
17. Under the budget heading 6 "Other", the applicants may consider including the costs associated to the undertaking of works, certified prizes, fees for participation in third parties events or insurance policies not related to vehicles.
18. The indirect costs for the action are those eligible costs which may not be identified as specific costs directly linked to the implementation of the action and may not be booked to it directly. However, they are incurred by the beneficiaries in connection with the eligible direct costs for the action. They may not include ineligible costs or costs already declared under another cost item or heading of the budget of this contract.
19. A reserve for contingencies and/or possible fluctuations in exchange rates not exceeding 5 % of the direct eligible costs may be included in the budget for the action to allow for adjustments necessary in the light of unforeseeable changes of circumstances on the ground. It can be used only with the prior written authorisation of the contracting authority upon duly justified request by the coordinator.
20. The budget headings 12 and 13 can be deleted when the taxes are not eligible and can be reclaimed from the tax authorities, and when the contributions in kind are not eligible costs.

NB: The Beneficiary(ies) alone are responsible for the correctness of the financial information provided in these tables.

2. Justification of the Budget for the Action

Costs	All Years	
	Classification of the budget items	Justification of the estimated costs
<i>Provide a narrative clarification of each budget item demonstrating the necessity of the costs and how they relate to the action (e.g. through references to the activities and/or results in the Description of the Action).</i>		
1. Human Resources		
1.1 Salaries (gross salaries including social security charges and other related costs, local staff)		
1.1.1 Head of JTS	The Head of JTS will be responsible for all matters related to planning, coordinating and supervising other JTS staff in the main office in Strajevalo and Antenna in Nikšić. Implementation of all the JTS tasks including day to day management of TA funds, reporting on contract implementation, preparing JTS WP and ensuring timely implementation of all envisaged activities and delivery of expected outputs with appropriate quality. Out of 440 working days (two year period) engagement is 399 working days which represents 90.68 % engagement. In order to support 100% services during the implementation period, JTS staff will synchronise their engagement/absence in order to achieve this goal.	The proposed daily remuneration for the Head of JTS is based on estimation of similar gross salaries (gross salary including social security charges and other related costs) for this type of position within the CBC programmes in which BiH and Montenegro participate.
1.1.2 Financial Officer	The Financial Officer will be responsible for all day-to-day financial and administrative activities such as collecting, verifying and processing all financial documents related to the contract, technical check of invoices, maintenance of financial data records (costs incurred, forecast budget, funds remaining), preparation and submission of progress and final financial reports and requests for payment and contract amendments, participation in public procurement and subcontracting procedures, etc. Out of 440 working days (two year period) engagement is 399 working days which represents 90.68 % engagement. In order to support 100% services during the implementation period, JTS staff will synchronise their engagement/absence in order to achieve this goal.	The proposed daily remuneration for the Financial Officer is based on estimation of similar gross salaries (gross salary including social security charges and other related costs) for this type of position within the CBC programmes in which BiH and Montenegro participate.
1.1.3 Administrative staff	The Administrative staff will be responsible for all administrative and support activities related to the implementation of the project, including: preparation and submission of invoices, preparation and submission of progress reports, preparation and submission of requests for payment and contract amendments, participation in public procurement and subcontracting procedures, etc. Out of 440 working days (two year period) engagement is 399 working days which represents 90.68 % engagement. In order to support 100% services during the implementation period, JTS staff will synchronise their engagement/absence in order to achieve this goal.	The proposed daily remuneration for the Administrative staff is based on estimation of similar gross salaries (gross salary including social security charges and other related costs) for this type of position within the CBC programmes in which BiH and Montenegro participate.

1.1.4. Communication and Information Officer	The Communication and Information Officer will be responsible for planning, advising and coordinating all activities related to communication and visibility including drafting of CAP, participation in organisation of events, monitoring and reporting on implementation of ongoing projects, monitoring and reporting on programme implementation, providing help desk for potential applicants and beneficiaries, etc. Out of 440 working days (two year period) engagement is 399 working days which represents 90,68 % engagement. In order to support 100% services during the implementation period, JTS staff will synchronise their engagement/absence in order to achieve this goal.	The proposed daily remuneration for the Communication and Information Officer is based on estimation of similar gross salaries (gross salary including social security charges and other related costs) for this type of position within the CBC programmes in which BiH and Montenegro participate.
1.2 Salaries (gross salaries including social security charges and other related costs, expatriate staff)		
1.3 DAs for missions/travels		
1.3.1 Abroad (staff assigned to the Action)		
1.3.1.1. Accommodation costs BiH	Accommodation is paid by the host on CBC events abroad, until 31 August 2025 at average price of EUR 90 - 10 accommodations for 5 persons from BiH and 5 JMC members (total of 10 persons), 1 night each, for the JMC meeting in Podgorica, MNE - 4 accommodation for 1 persons and 4 nights for regional event (plus CBIB pays for 2 more persons) in two years - 4 accommodations for 1 persons from JTS for regional event (probably in Bečić) for 4 days in two years (accommodation paid by CBIB for 3 persons). Total 18 nights x EUR 90 = EUR 1,620 Locations to be confirmed in a later stage in consultation with contracting authority (CA). CBC structures could join monitoring visits.	Locations estimated based previous experience, to be confirmed with CA in later stages. JMCs and meeting of OS in MNE: 5 persons from B&H plus 5 JMC members staying 1 night (1 night x 10 persons x 1 years x EUR 90 = EUR 900) - Regional event (probably in Bečić), 2 persons from OS of B&H and Head of JTS, accommodation paid by CBIB for 2 persons: (1 person x 2 years x 2 nights x EUR 90 = EUR 360). - Regional event (probably in Bečić), 3 persons from JTS and 1 person from OS (AKZ), accommodation paid by CBIB for 3 persons from JTS (1 person x 2 days x 2 years EUR 90 = EUR 360) Info days ONLINE: Total 18 x 90 = 1,620 EUR
1.3.1.2. Daily allowances BiH	Daily allowances for the OS(CBCS) representatives and members of JTS from B&H for JMC, bilateral meeting and other travels abroad. Locations to be confirmed in a later stage in consultation with contracting authority (CA). CBC structures could join monitoring visits	Locations estimated based previous experience, to be confirmed with CA in later stages. JMCs and meeting of OS/CBCs in MNE (in Podgorica), 5 persons from B&H (3 persons from JTS and 2 from OS(CBCS) staying 1 night (1 x 5 DA x 5 persons x 2 years x EUR 65 = EUR 975). Regional event (probably in Bečić), 2 persons from OS of B&H and Head of JTS (3 persons x 2.5 DA x 2 years x EUR 65 = EUR 975). Regional event (probably in Bečić), 3 persons from JTS and 1 person from OS (4 persons x 2.5 DA x 2 years EUR 65 = EUR 1,300). Total 43 x 65 = 2,795 EUR.

1.1.3. Accommodation costs BiH	Accommodation for the OS representatives and members of JTS from MNF for JMC, bilateral meeting and other travels, decided. Locations to be confirmed in a later stage in consultation with contracting authority (CA). CBC structures could join monitoring visits.	Locations estimated based previous experience, to be confirmed with CA in later stages. JMCs and meeting of OS in B&H 7 persons from OS and 1 JTS in MNF staying 1 night plus 5 JMC members (6 persons x 1 night x 1 years = EUR 96) = EUR 720. - Implementation training in Mostar, 1 person from OS x 1 JTS, 1 night 1 night x 2 persons x 20 = 180 EUR. - Regional event (probably in Brijuni), 2 persons from OS in MNF, accommodation paid by CBBI for 1 persons 1 person x 2 nights x 2 years EUR 80 = EUR 360. - Monitoring visit in Mostar (2 persons x 1 night x 2 years x EUR 80 = 360 EUR. - Total 18 x 20 = 1.620 EUR.
1.1.4. Daily allowance BiH	Only all vehicles for the OS representatives and members of JTS from MNF for JMC, bilateral meeting and other travels, decided. Locations to be confirmed in a later stage in consultation with contracting authority (CA). CBC structures could join monitoring visits.	Locations estimated based previous experience. To be confirmed with CA in later stages. JMC's and meeting of OS in B&H 3 persons from MNF staying 1 night (3 persons x 1.5 DA x 1 years x EUR 60 = EUR 540). Info days (online) 1 in person - Implementation training in Mostar 1 person from OS x 1 from JTS 1 night 1.5 DA x 2 persons x 2 = EUR 60. - Regional event (probably in Brijuni) 2 persons from OS in MNF 17 persons x 2.5 DA x 2 years x EUR 40 = 400 EUR. - Monitoring visit in Mostar (2 persons x 1 night x 2 years x EUR 60 = 360 EUR.
1.1.3.2 Local (staff assigned to the Action)	24 accommodations are planned for monitoring, concept note training, full project proposal training, implementation training and ad hoc visits in B&H to selected projects from 3rd CIP (IPA II) and 1st CIP (IPA II). Locations to be confirmed in a later stage in consultation with contracting authority (CA). CBC structures could join monitoring visits.	Locations estimated based previous experience, to be confirmed with CA in later stages. Monitoring visits for 12 projects (app.8 in BiH) based in Posušje and e.g. Ljubuški and Trebinje x 2 (4 locations x 2 person x 2 years EUR 70 = EUR 1,120) - Concept note (online) - Implementation training in Mostar, 3 persons from JTS + 1 OS, 2 nights, (4 persons x 2 nights x EUR 70 = EUR 560) - Total 24 x 70 = 1,680 EUR.
1.1.3.2.1 Accommodation costs BiH	60 DAs are planned for concept note training, full project proposal training, implementation training and monitoring in B&H for selected projects from 3rd CIP (IPA II) and 1st CIP (IPA II). Locations to be confirmed in a later stage in consultation with contracting authority (CA). CBC structures could join monitoring visits.	Locations estimated based previous experience, to be confirmed with CA in later stages. - Monitoring visits for 12 projects (app.8 in BiH) based in Posušje and Ljubuški, 2 person x 1.5 DA x 8 locations x 2 years x EUR 20 = 960 EUR. - Concept note training (online). - Implementation training in Mostar, 3 persons from JTS + 1 OS, 2 nights (4 persons x 2.5 DA x 20 = 200 EUR). - Monitoring visit in Jablanica (2 person x 1 DA x 20 = 20 EUR). - Total 60 x 20 = 1,200 EUR.
1.1.3.2.2 Daily allowances BiH		

1.3.2.3 Accommodation costs MNE	12 accommodation nights are planned for monitoring visits to selected projects from 2023-24 (IPA II) and 14 (IPA II) for the 2024-25 period. The total number of accommodation nights is 26. Locations to be confirmed in a later stage in consultation with contracting authority (CA) (CBO). Structures could join monitoring visits.	Locations estimated based on previous experience. 12 nights confirmed with CA in 2023. Monitoring visits for 12 projects (app. 4 in MNE - based on previous and 8 in CA) 12 persons (11 S + 1 CA) x 1 night x 2 years x 70 = 280 EUR. 14 nights confirmed with CA in 2024. Monitoring visits for 14 projects (app. 4 in MNE - based on previous and 10 in CA) 14 persons (11 S + 3 CA) x 1 night x 2 years x 70 = 392 EUR. Total 672 EUR.
1.3.2.4 Daily allowances MNE	24 visits are planned for monitoring and other visits to selected projects from 2023-24 (IPA II) and 14 (IPA II) for the 2024-25 period. The total number of visits is 38. Locations to be confirmed in a later stage in consultation with contracting authority (CA) (CBO). Structures could join monitoring visits.	Locations estimated based on previous experience. 24 visits confirmed with CA in 2023. Monitoring visits for 24 projects (app. 4 in MNE - based on previous and 20 in CA) 24 persons (11 S + 13 CA) x 1 night x 2 years x 70 = 336 EUR. 14 visits confirmed with CA in 2024. Monitoring visits for 14 projects (app. 4 in MNE - based on previous and 10 in CA) 14 persons (11 S + 3 CA) x 1 night x 2 years x 70 = 252 EUR. Total 588 EUR.
1.3.3 Seminar/conference participants		
Subtotal Human Resources		
2. Travel		
2.1 International travel		
2.1.3 Transportation cost BiH	From this budget line the costs for fuel for vehicle Toyota Rav will be covered for travels from BiH to MNE for bilateral meeting or other countries in the region for forum seminar, meetings etc. Formula applied: number of kilometres X rate of 0.25 EUR per kilometre. The formula applies only in the case of using private vehicle, and for the official vehicle fuel is paid at the purchase price.	The amount of costs is based on previous experience and relates to: 1 JMC meeting in Podgorica (722 km), 2 regional events in Belgrade (1,300 km), 2 regional events in Bečići (1,399 km). Formula applied: number of kilometres X rate of 0.25 EUR per kilometre. Total 3,418 km x EUR 0.25 = 854.50 EUR
2.1.4 Transportation cost MNE	From this budget line the costs for fuel for vehicle Toyota Rav will be covered for travels from MNE to BiH for bilateral meeting or other countries in the region for forum seminar, meetings etc. Formula applied: number of kilometres X rate of 0.25 EUR per kilometre. The formula applies only in the case of using private vehicle, and for the official vehicle fuel is paid at the purchase price.	The amount of costs is based on previous experience and relates to: 1 JMC meeting in Podgorica (722 km), 2 regional events in Belgrade (1,300 km), 2 regional events in Bečići (1,399 km). Formula applied: number of kilometres X rate of 0.25 EUR per kilometre. Total 3,418 km x EUR 0.25 = 854.50 EUR
2.2 Local transportation		

2.2.1. Transportation cost BiH	From this budget line the costs for fuel will be covered due to the fact that the car will be used for logistics of the planned meetings, for monitoring and ad hoc visits to selected projects from 3rd CRP (IPA II) and 1st CRP (IPA III). Formula applied: number of kilometres X rate of 0.25 EUR per kilometre. The formula applies only in the case of using private vehicle, and for the official vehicle fuel is paid at the purchase price.	The amount of costs is based on previous experience and relates to monitoring visits planned for projects in Posušje for two years (1,224 km), Ljubuški for two years (656 km) years and Jablanica for one year (164 km), as well as: concept note training probably in Trebinje (484 km) and implementation training in Mostar (258 km), other local (80 km) Formula applied: number of kilometres X rate of 0.25 EUR per kilometre. Total 2,866 km x 0.25 eur = 716.50 EUR
2.2.2. Transportation cost MNE	From this budget line the costs for fuel (taxi or private car) will be covered due to the fact that the transportation costs will be covered for logistics of the planned meetings for monitoring, visiting events and ad hoc visits to selected projects from 3rd CRP (IPA II) and 1st CRP (IPA III). Calculation of unit rate for use of private vehicle is referred to Article 25 of the Regulation on reimbursement of expenses of employees in the public sector. Official Gazette of Montenegro 64/16 from 30.06.2016, 63/18 from 27.04.2018 and 128/20 from 05.11.2020. Formula: number of kilometres X price of fuel liter X 25% Calculation of unit rate of 0.36 EUR per litre of fuel per liter = 42 EUR X 25% = 10.50 EUR (price of fuel per liter vary during a year)	The amount of costs is based on previous experience and relates to monitoring of projects in Baranja (716 km) for two years, Plazine (222 km) for two years and Darnograd (120 km) for two years. ad hoc travels by taxi since M.E.A. Jock's not have office car (80 km), as well as regional event for two years most probably in Bečići (252 km). Total 2,125 km x 0.36 eur = 765.08 EUR Article 25 of the Regulation on reimbursement of expenses of employees in the public sector. Official Gazette of Montenegro 64/16 from 30.06.2016, 63/18 from 27.04.2018 and 128/20 from 05.11.2020. Formula: number of kilometres X price of fuel liter X 25% Calculation of unit rate of 0.36 EUR per litre of fuel per liter = 42 EUR X 25% = 10.50 EUR (price of fuel per liter vary during a year)
Subtotal Travel		
3. Equipment and supplies		
Subtotal Equipment and supplies		

4. Local office ⁴ 4.1 Vehicle costs (registration, car insurance and maintenance) BiH	From this budget line the costs for annual insurance, registration and car maintenance (car wash, tire replacement / purchase, small services) will be covered due to the fact that the car will be used for logistics of the planned meetings, monitoring and events.	Toyota RAV4 - registration and insurance EUR 1,000 x 2 years = 2,000 EUR - annual service Toyota EUR 150 x 2 years = 300 EUR - parking in garage 24 months x EUR 80 = 1,920 EUR - replacement of tires EUR 30 x 2 years = 60 EUR - car wash 22 months x EUR 5 = 110 EUR Total = 4,390 EUR
4.2 Office rent	From this budget line the costs of renting of the JTS office will be covered. Electricity and heating are included in the costs of rent.	The cost is based on experience from previous period. Total 24 x EUR 781 = 18,744 EUR
4.2.1. Office / rent - JTS BiH	From this budget line the costs of renting of the Administrative office will be covered. Electricity, heating and internet are included in the costs of rent.	The cost is based on experience from previous period. Total 24 x EUR 781 = 18,744 EUR
4.2.2. Office / rent - Sarajevo BiH	From this budget line the costs of renting of the Administrative office will be covered. Electricity, heating and internet are included in the costs of rent.	The cost is based on experience from previous period. Total 24 x EUR 781 = 18,744 EUR
4.3 Consumables - office supplies	From this budget line the costs of office supplies needed for administrative tasks such as: printing cartridge, paper, pens, folders for archive, etc.	The cost is based on experience from previous period. Total 3 x EUR 315 = 945 EUR
4.3.1. Office supplies and consumables - JTS BiH	From this budget line the costs of office supplies needed for administrative tasks such as: printing cartridge, paper, pens, folders for archive, etc.	The cost is based on experience from previous period. Total 3 x EUR 315 = 945 EUR
4.3.2. Office supplies and consumables - Sarajevo BiH	From this budget line the costs of office supplies needed for administrative tasks such as: printing cartridge, paper, pens, folders for archive, etc.	The cost is based on experience from previous period. Total 3 x EUR 315 = 945 EUR
4.4 Other services (tel/fax, electricity/heating maintenance)	From this budget line the costs of landline phone of the JTS office as well as internet costs will be covered.	The cost is based on experience from previous period. Total 24 x EUR 60 = 1,440 EUR
4.4.1. Communication (tel/fax) - JTS BiH	From this budget line the costs of landline phone of the JTS office as well as internet costs will be covered.	The cost is based on experience from previous period. Total 24 x EUR 60 = 1,440 EUR
4.4.2. Communication (tel/fax) - Sarajevo BiH	From this budget line the costs of landline phone of the JTS office as well as internet costs will be covered.	The cost is based on experience from previous period. Total 24 x EUR 60 = 1,440 EUR
Subtotal Local office		
5. Other costs, services ⁵		
5.1 Publications ⁵		
5.2 Studies, research ⁵		
5.3 Expenditure verification/Audit	From this budget line the costs of expenditure verification services will be covered considering the fact that Audit report is requested for final report	The cost is based on experience from previous period. Total 1 x EUR 2,600 = 2,600 EUR
5.4 Evaluation costs		
5.5 Translation, interpreters		
5.6 Financial services (bank transfer costs etc.)		
5.7 Costs of conferences/seminars ⁵	It is planned to organize training for potential grant beneficiaries of the 2nd and 3rd CIP concept note preparation.	This training will be held online.
5.7.1. 2nd CIP CN - Training (online)	Info days will be organized to promote the programme and introduce to the potential applicants the possibilities in the new programming period. PSF will be organized to help potential applicants to connect with partners from other country.	Info days and PSF will be held online, with possible one info day in person. 1 x EUR 300=300 EUR
5.7.1.1. Info days and partner search forum (PSF) - (online)	It is planned to organize 2 JMC and bilateral meeting (one per year) during the implementation period (one is planned to be held online). This budget line will cover the cost for approximately 20 participants.	The cost is based on previous experience - lunch 25 x 20 participants=500 EUR Total: 1 x 500 EUR = 500 EUR (one online)
5.7.2. JMC and bilateral OSs meetings - venue and catering BiH		

5.7.2. JMC and bilateral meetings - venue and catering MNE	It is planned to organize 2 JMC and bilateral meetings once per year during implementation period. Venue is planned to be held online during the implementation period. This budget line will cover the cost for approximately 20 participants.	The cost is based on previous experience - lunch 25 x 20 participants = 500 EUR - transport costs for JMC members 6500 EUR - allowances for JMC members - quantum 4 x 60 EUR = 240 EUR Total: 1 x EUR 7 340 (one online)
5.7.4. Trainings for preparation of full project proposals 1 CIP	It is planned to organize one full project proposal training for 1st CIP. Exact format of activity will be decided in later stages depending of TA start date.	1 FFP training (probably in Sarajevo). The cost is based on previous experience: - 2 persons per 12 projects x EUR 100 for hotel (full board) = 2,400 EUR - lunch 24 x 20 participants = 480 EUR - venue rent 400 EUR Total: 1 x EUR 3,280 = 3,280 EUR
5.7.5. Implementation training 1 CIP - venue and catering	It is planned to organize one implementation guide for grant beneficiaries of the projects that are contracted under 1st CIP. According to the experience from previous calls for proposals, this training is a hands on workshop provided by JTS staff. This budget line will cover the cost for approximately 24 participants. GBs will cover hotel accommodation. Training format will be determined in later stage in consultation with CA.	The cost is based on previous experience 2 lunches x 1 dinner (25 x 24 participants x 3) = 1,800 EUR 2 refreshments for 24 participants = 800 EUR venue rent 300 EUR Total: 1 x EUR 2,900 = 2,900 EUR
5.8. Visibility actions		
5.8.1. Website hosting and maintenance BiH	It is planned to host Programme web site same as was in previous period.	The cost is based on previous experience. Total 24 x EUR 173 = 4,152 EUR
5.8.2. Web site front page re-design	It is plan to re-design the current web page of the Programme.	Cost is based on market research. 1 x EUR 2,000 = 2,000 EUR
5.8.2.1. Front page re-design - design and technical	The budget line will cover the design and printing of a new front page. Within this contract it is plan to print out some basic promotional material and if possible i.e. the budget is sufficient, also some news/brochure promotional material.	Estimated cost: 1 x 1,250 EUR based on current market situation (products subject for discounts).
5.8.2.2. Facebook advertising	This budget line will cover additional visibility costs via Facebook advertising. Costs would be paid by DEI credit-card and later reimbursed from Grant.	Estimated costs 10 x 20 EUR = 200 EUR based on current market situation.
5.8.3. Design and production of IPA II Programme results PDF brochure	Promotional brochure for IPA II Programme.	Cost is based on market research. 1 x EUR 1,000 = 1,000 EUR
Subtotal Other costs - services		Total
6. Other		
Subtotal Other		
7.4. Subtotal direct eligible costs of the Action (1-4)		
7.5. Subtotal direct eligible costs of the Action (1-4)		
7.6. Subtotal direct eligible costs of the Action (1-4)		
7.7. Subtotal direct eligible costs of the Action (7.a + 7.b)		
8. Indirect costs (maximum 7% of 7. subtotal of direct eligible costs of the Action) BiH		

6.1 Indirect costs: maximum 7% of 7. subtotal of direct eligible costs of the Action (MNE)	The amount available under this budget line usually covers all the relevant costs necessary for project implementation that are not directly covered through other budget lines such as: postage, spare parts for office equipment, representation costs, insurance for staff (travel health insurance and accident insurance), procurement advertising costs (e.g. publishing of a vacancy notice in case of staff resignation; publishing of advertisement for the purchase of promotional materials, etc.
9. Total eligible costs of the Action, excluding reserve (7+8)	
10. Provision for contingency reserve (maximum 5% of 7. subtotal of direct eligible costs of the Action)	
11. Total eligible costs (9+10)	
12. - Taxes ¹¹	
- Contributors in kind ¹²	
13. Total accepted¹¹ costs of the Action (11+12)	

3. Expected sources of funding & summary of estimated costs¹

	Amount EUR	Percentage %
Expected sources of funding		
EU/EDF contribution sought in this application (A)	240.000	
CO-FINANCING (1+2+3+4) (B)	0	
1. Other contributions (Applicant, other Donors etc)		
Name	Conditions	
2. Revenue from the Action ⁶		
To be inserted if applicable and allowed by the guidelines:		
3. In-kind contributions ⁷		
4. Volunteers' work ⁸		
Expected TOTAL CONTRIBUTIONS (A)+(B)	240.000	
Estimated Costs		
Estimated TOTAL ELIGIBLE COSTS ² (C)	240.000	
EU/EDF contribution expressed as a percentage of total eligible costs ⁴ (A/C x 100)		100
To be inserted if applicable and allowed by the guidelines:		
Taxes/In-kind contributions ⁵	0	
Estimated TOTAL ACCEPTED COSTS ³ (D)	240.000	
EU/EDF contribution expressed as a percentage of total accepted costs ⁴ (A/D x 100)		100

- Expected sources of funding and estimated costs must be in balance. It is reminded that the figures introduced in the table shall respect all the points included in the checklist for the full application form (part 7 of the full application form)
- As per heading 11 of the budget of the action
- As per heading 13 of the budget of the action
- EU contribution cannot finance volunteers' work. Do not round, enter percentage with 2 decimals (e.g. 74.38%).
- As per heading 12 of the budget of the action
- With reference to Art. 17.4 (b) of the general conditions
- As per heading 12 of the budget of the action
- As per heading 10.2 of the budget of the action, up to 50% of the co-financing

Qualified electronic signature by:
STEFANO ELLERO
Date: 2024-02-08 18:47:50 +01:00

SPORAZUM O PARTNERSTVU
u implementaciji prioriteta tehnička pomoć u okviru IPA III Programa
prekogranične saradnje Bosna i Hercegovina-Crna Gora 2021–2027
zaključen između struktura za prekograničnu saradnju dvije zemlje učesnice



U skladu sa relevantnim zakonodavstvom Komisije iz koje proizlaze odredbe za korišćenje IPA III finansijskih sredstava:

- Regulativa (EU) 2021/1529 Evropskog parlamenta i Savjeta od 15. septembra 2021. o uspostavljanju Instrumenta za pretpristupnu pomoć (IPA III),
- Delegirana regulativa Komisije (EU) 2021/2128 od 1. oktobra 2021. godine, kojom se dopunjava Regulativa (EU) 2021/1529 Evropskog parlamenta i Savjeta, u pogledu utvrđivanja određenih specifičnih ciljeva i tematskih prioriteta za pomoć u okviru Instrumenta za pretpristupnu pomoć (IPA III);
- Sprovedbena regulativa Komisije (EU) 2021/2236 od 15. decembra 2021. o posebnim pravilima za sprovođenje Regulative (EU) 2021/1529 Evropskog parlamenta i Savjeta o uspostavljanju Instrumenta za pretpristupnu pomoć (IPA III);
- Sprovedbena odluka Komisije C(2022) 3401 od 19. maja 2022. o finansiranju Programa prekogranične saradnje Bosna i Hercegovina - Crna Gora 2021-2027 (u daljem tekstu: Programski dokument);
- Okvirni sporazum o finansijskom partnerstvu između Evropske komisije i Crne Gore, koju predstavlja Vlada Crne Gore, o posebnim aranžmanima za implementaciju finansijske pomoći Unije u Crnoj Gori u okviru Instrumenta za pretpristupnu pomoć (IPA III) potpisan 21. septembra 2023.;
- Okvirni sporazum o finansijskom partnerstvu između Evropske komisije i Bosne i Hercegovine, koju predstavlja Vijeće ministara Bosne i Hercegovine, o posebnim aranžmanima za implementaciju finansijske pomoći Unije u Bosni i Hercegovini u okviru Instrumenta za pretpristupnu pomoć (IPA III) (Službeni glasnik BiH – Međunarodni ugovori, 7/22), ratifikovan 24. augusta 2022., a stupio na snagu 20. septembra 2022. godine;

Imajući u vidu:

Prikladnost potpisivanja Sporazuma o partnerstvu u cilju formalizovanja odnosa između struktura za prekograničnu saradnju dvije države učesnice koje djeluju kao partneri u implementaciji prioriteta tehničke pomoći u okviru IPA III Programa prekogranične saradnje Bosna i Hercegovina - Crna Gora 2021–2027,

Zaključuje se sljedeći Sporazum o partnerstvu između:

Direkcije za evropske integracije Bosne i Hercegovine, koju predstavlja Elvira Habota, direktorica, u ulozi Vodećeg partnera,

i

Ministarstva evropskih poslova Crne Gore, koju predstavlja Bojan Božović, državni sekretar i državni IPA koordinator, u ulozi Partnera,

U nastavku teksta **Partneri**.



Član 1.

Predmet Sporazuma

1.1 Predmet ovog sporazuma je organizacija partnerstva i definisanje odgovornosti svakog partnera za implementaciju projekta „**Tehnička pomoć za Program prekogranične saradnje Bosna i Hercegovina – Crna Gora**“ za budžetsku godinu 2022“, u skladu sa zajednički pripremljenom aplikacijom uključujući matricu logičkog okvira i budžet ove operacije, koju je Vodeći partner u ime partnerstva dostavio Delegaciji EU u Bosni i Hercegovini kao Ugovornom organu u okviru postupka direktnog ugovaranja.

1.2 O svim većim izmjenama ovog sporazuma u vezi sa ugovorom o grantu između Ugovornog Organa (UO) i Vodećeg partnera mora biti obaviješten UO, koji će procijeniti da li postoji potreba za izmjenom ugovora o grantu.

Član 2.

Trajanje Sporazuma

2.1 Ovaj sporazum stupa na snagu na dan posljednjeg potpisa. Sporazum završava onog datuma kada Ugovorni organ oslobodi obaveze Vodećeg partnera i kada bude izvršena konačna isplata i integralni dio iznosa bude prebačen Partneru.

2.2 Nezavisno od završetka Sporazuma o partnerstvu, partneri potvrđuju da će međusobno sarađivati u dobroj volji ako u periodu od sedam godina nakon konačne isplate po ugovoru, Evropska komisija, Evropska kancelarija za borbu protiv prevara, Evropski revizorski sud i bilo koji drugi vanjski revizor ovlašten od strane ugovornog organa odluči da izvrši provjere. Partneri su dužni da preduzmu sve potrebne korake kako bi olakšali posao ovim institucijama.

2.3 U slučaju da usvajanje i odobravanje narednih finansijskih obaveza, zajedno sa mjerama podrške za tehničku pomoć, putem razmjene pisama između Komisije i IPA III korisnika, ne promijeni način upravljanja i Ugovorni organ ostane isti, Sporazum ostaje na snazi i za naredne dodjele tehničke pomoći uz prethodni dogovor o primjeni i raspodjeli budžeta za svaku zemlju.

Član 3.

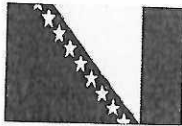
Obaveze

Partneri zajednički određuju Direkciju za evropske integracije Bosne i Hercegovine kao Vodećeg partnera i saglasni su da će Vodeći partner:

- 3.1 Biti odgovoran Ugovornom organu za projekat;
- 3.2 Komunicirati s Ugovornim organom kao jedinstveni kontakt u ime partnerstva;
- 3.3 Biti u potpunosti odgovoran za koordinaciju implementacije projekta.

Posebno, Vodeći partner će:

- Imenovati koordinatora ugovora o grantu koji će koordinirati pripremu aplikacije, njeno dostavljanje ugovornom organu i implementaciju projekta;
- Započeti i implementirati projekat u skladu s Aneksom I „Opis akcije“ u sklopu grant ugovora;



- Izraditi i prezentovati ugovornom organu izvještaje koji su definisani odredbama ugovora o dodjeli bespovratnih sredstava, koji će se sastojati od narativnog i finansijskog dijela, u vremenu određenom u ugovoru o dodjeli bespovratnih sredstava. Obrasci spomenutih izvještaja su navedeni kao aneksi ugovora o dodjeli bespovratnih sredstava;
- Pratiti da se operacija sprovodi u skladu s uslovima utvrđenim u ugovoru o dodjeli bespovratnih sredstava;
- Dostaviti zahtjeve za isplatu ugovornom organu;
- Primiti predfinansijske, privremene i konačne isplate od ugovornog organa i uplatiti odgovarajući dio iznosa Partneru što je prije moguće, a najkasnije u roku od mjesec dana;
- Provjeriti ispravnosti faktura i pratećih dokumenata koji se odnose na bilo kakve troškove;
- Upravlјati i provjeriti prikladnost trošenja dodijeljenih bespovratnih sredstava;
- Uspostaviti računovodstveni sistem za cjelokupni projekat u skladu s relevantnim evropskim ili domaćim finansijskim propisima;
- Domaćim organima vlasti kao i kvalifikovanim strukturama Programa staviti na raspolaganje sve finansijske, pravne i komercijalne dokumente koji se odnose na implementaciju projekta;
- Blagovremeno odgovoriti na sve zahtjeve ugovornog organa za informacijama i izmjenama informacija;
- Obavijestiti Partnera o svim komunikacijama koje se odvijaju s Ugovornim organom;
- Odmah obavijestiti Partnera (kao i Ugovorni organ) o svakom događaju koji bi mogao dovesti do privremene ili konačne obustave ili neke druge promjene u implementaciji projekta;
- Izraditi sve tražene dokumente i osigurati sve potrebne informacije za potrebe revizije i omogućiti pristup svim poslovnim prostorijama. Svi prateći dokumenti mogu biti originalni primjerci ili ovjerene kopije ukoliko su originalni primjerci dostavljeni ugovornom organu ili se nalaze kod Partnera;
- Cijelo vrijeme za potrebe revizije čuvati sve relevantne datoteke, dokumente i podatke za dio za operacije za koji su odgovorni na uobičajenim sredstvima za pohranu podataka na sigurnom mjestu i na uredan način u periodu navedenom u Opštim uslovima ugovora o dodjeli bespovratnih sredstava; ili u drugim, eventualno dužim, rokovima čuvanja, u slučaju da je tako propisano u domaćem zakonodavstvu. (Ovi dokumenti mogu biti originalni primjerci ili kopije originala i čuvaju se na uobičajenim sredstvima za pohranu podataka);
- Osigurati nezavisnom ekspertu(ima) za sprovođenje evaluacije bilo koji dokument ili informaciju potrebnu za izradu izvještaja o evaluaciji;



- Pridržavati se domaćeg ili zakonodavstva Zajednice, naročito pravila o javnoj nabavci, konkurenciji i javnosti;
- Poštovati sva pravila i obaveze utvrđene ugovorom o dodjeli bespovratnih sredstava;
- Utvrditi s Partnerom aranžmane koji će garantovati dobro finansijsko upravljanje sredstvima dodijeljenim za operaciju, uključujući i aranžmane za povrat neopravdano plaćenih iznosa;
- Neće delegirati bilo koji ili dio ovih zadataka partneru ili bilo kojem drugom subjektu.

3.4 Partner prihvata sljedeće dužnosti i obaveze:

- Imenovaće koordinatora ugovora o grantu za dio projekta za koji je Partner odgovoran (aktivnosti i finansije) i omogućiti mu pravo zastupanja Partnera u projektu, vodeći računa da sve informacije i zahtjevi prema ugovornom organu budu dostavljeni putem Vodećeg partnera;
- Implementiraće dio projekta za koji je odgovoran u skladu s planiranim rokovima, preduzimajući sve potrebne i razumne mjere kako bi osigurao da operacija bude izvršena u skladu s uslovima ugovora o dodjeli bespovratnih sredstava koji finansira EU. U tu svrhu, Partner je dužan da sprovodi operaciju uz potrebnu pažnju, efikasnost, transparentnost i marljivost, u skladu s načelom dobrog finansijskog upravljanja i najboljom praksom u toj oblasti;
- Vodećem partneru će pomoći prilikom izrade svih izvještaja koji se traže ugovorom o dodjeli bespovratnih sredstava tako što će na vrijeme osigurati sve tražene podatke;
- Odmah će obavijestiti Vodećeg partnera o svakom događaju koji bi mogao dovesti do privremene ili trajne obustave ili neke druge promjene u implementaciji projekta;
- Izraditi i dostaviti Vodećem partneru sve potrebne informacije za izvještaje, zahtjeve za plaćanje, monitoring, evaluaciju, reviziju i druge provjere;
- Obavijestiti Vodećeg partnera o primitku sredstava;
- Relevantnim domaćim organima vlasti kao i kvalificiranim strukturama Programa staviti na raspolaganje sve finansijske, pravne i komercijalne dokumente vezane uz provedbu projekta; prateća dokumentacija o troškovima se mora čuvati određeni broj godina koji je utvrđen u Općim uvjetima ugovora o dodjeli bespovratnih sredstava nakon isplate preostalog iznosa od strane ugovornog organa ili ako je potrebno i duže vrijeme kako je navedeno u domaćem zakonodavstvu;
- Izraditi sve tražene dokumente i osigurati sve potrebne informacije za potrebe revizije i omogućiti pristup svim poslovnim prostorijama. Svi dokumenti bi trebalo da budu originalni primjerci ili ovjerene kopije ukoliko se originalni primjerci nalaze kod Vodećeg partnera;
- Cijelo vrijeme čuvati sve datoteke, dokumente i podatke o dijelu operacije za koje je odgovoran na uobičajenim sredstvima za pohranu podataka na siguran i uredan način;
- Osigurati nezavisnom ekspertu(ima) za sprovođenje evaluacije bilo koji dokument ili informaciju potrebnu za izradu izvještaja o evaluaciji;



- Poštovati sva pravila i obaveze utvrđene ugovorom o dodjeli bespovratnih sredstava;
- Odgovoriti na sve zahtjeve Vodećeg partnera ili Ugovornog organa;
- Pridržavati se domaćeg ili zakonodavstva Zajednice, naročito pravila o javnoj nabavci, konkurenciji i javnosti;
- Nadoknaditi Vodećem partneru sve neopravdano isplaćene iznose u skladu s ovim sporazumom.

Član 4.

Odgovornosti

4.1 Partneri su zajednički odgovorni, te u tom smislu snose obaveze, štete i troškove koji nastanu zbog neispunjavanja svojih dužnosti i obaveza kao što je navedeno u ovom sporazumu.

4.2 Niti jedan od Partnera se neće smatrati odgovornim zbog neizvršavanja obaveza iz ovog Sporazuma u slučaju više sile. Izraz viša sila koji je ovdje upotrijebljen označava sve nepredvidive događaje koji nisu pod kontrolom nijedne od strana ovog sporazuma i koje one ne mogu prevladati svojim djelovanjem, a kao što su prirodna sila, štrajkovi, prekid rada zbog sporova između poslodavca i radnika ili drugih sporova iz radnih odnosa, djelovanje državnog neprijatelja, ratovi, bilo da su proglašeni ili ne, blokade, pobune, nemiri, epidemije, odroni zemlje, potresi, oluje, gromovi, poplave, bujice, građanski nemiri, eksplozije. Odluka Evropske unije o obustavi saradnje s partnerskom zemljom smatra se slučajem više sile kada podrazumijeva obustavu finansiranja u skladu sa ovim sporazumom. U takvom slučaju, partner na kojeg utiče ova odluka mora obavijestiti drugog partnera projekta u pisanom obliku i bez odgađanja. U svakom slučaju, Vodeći partner je obavezan da informiše Ugovorni organ.

Član 5.

Upravljanje budžetom i finansijama, računovodstvena načela

5.1 Vodeći partner je glavno odgovorno tijelo prema ugovornom organu za budžetsko i finansijsko upravljanje projektom. Vodeći partner je odgovoran za zahtjeve za plaćanje i prenos uplata Partneru, kao i za zahtjeve za preraspodjelu između budžetskih linija kako je navedeno u ugovoru o dodjeli bespovratnih sredstava. Za svaku primljenu uplatu od ugovornog organa, Vodeći partner dužan je da odmah plati iznose dodijeljene partneru bankovnim prenosom, a najkasnije u roku od mjesec dana. Osim u slučajevima utvrđenim članom 14.5 ovog sporazuma, neće biti odbitaka, zadržavanja sredstava ili dodatnih posebnih naknada.

5.2 Vodeći partner mora detaljno provjeriti ispravnost računovodstvenih i finansijskih izvještaja i dokumenata koje sačinji Partner. U tu svrhu, Vodeći partner može zatražiti dodatne informacije, dokumentaciju i dokaze od partnera.

5.3 Partner će biti odgovoran za svoj budžet sve do iznosa svog finansijskog učešća u projektu i obavezan je osigurati svoj udio predfinansiranja finalne uplate.

5.4 Partneri će voditi odvojene račune ili namjenske budžetske linije, koje se koriste samo za implementaciju projekta. Ovi računi će registrovati u eurima ukupne troškove i potencijalne prihode u vezi sa projektom.



Računovodstveni izvještaji ili drugi dokumenti, uključujući ovjerene kopije svih dokumenata (posebno fakture, dokumenti koji se odnose na tendere, bankovni izvodi), po zahtjevu, podnose se Vodećem partneru (ili finansijskom službeniku u Zajedničkom tehničkom sekretarijatu koji je zadužen za pružanje podrške partnerima u finansijskom upravljanju sredstvima granta).

5.5 U slučaju da nema dovoljno dokaza o troškovima ili u slučaju neispunjavanja pravila o prihvatljivosti troškova, Vodeći partner će zatražiti od Partnera da dopuni dostavljene finansijske dokumente. U slučaju ponovnog neispunjenja, Vodeći partner može odbiti troškove koje je naveo Partner. U tom slučaju, Vodeći partner je dužan obavijestiti Partnera o odbijanju prijavljenih izdataka i razlozima za to.

Ugovorni organ će o tome odmah biti obaviješten.

Član 6.

Izmjene ugovora

6.1 Svaki zahtjev za izmjene i dopune ugovora o dodjeli bespovratnih sredstava, koji Vodeći partner dostavi ugovornom organu, prvo u pisanoj formi odobrava Partner.

6.2 Prije podnošenja preraspodjele između ili unutar budžetskih stavki ugovornom organu, Vodeći partner mora dobiti pisano odobrenje Partnera.

Član 7.

Izvještaji

7.1 Partner je dužan pravovremeno pružiti Vodećem partneru potrebne informacije kako bi sačinio sve izvještaje koji se zahtijevaju u ugovoru o dodjeli bespovratnih sredstava, kao i druge posebne dokumente koje zahtijeva Ugovorni organ.

Obvezno je poštovanje perioda izvještavanja koji su regulisani ugovorom o dodjeli bespovratnih sredstava ili koje je odredio Ugovorni organ, kao i formalnih uputa.

7.2 Vodeći partner dužan je sistematski slati Partneru kopije privremenih i završnih izvještaja koji budu dostavljeni ugovornom organu i redovno obavještavati Partnera o svakoj relevantnoj komunikaciji s Ugovornim organom.

Član 8.

Mjere informiranja i obavještavanja javnosti

8.1 Partneri će zajednički provoditi komunikacijski plan koji osigurava adekvatnu promociju operacije prema ciljnim skupinama i prema široj javnosti.

8.2 U svim publikacijama, materijalima, itd. proizvedenim u okviru projekta, uključujući materijale za konferencije ili seminare, mora se navesti da operaciju finansira Evropska unija u okviru IPA III Programa prekogranične saradnje Bosna i Hercegovina – Crna Gora 2021–2027, a imena Vodećeg partnera i Partnera moraju biti vidljiva. Odredbe članova Opštih uslova za ugovore o dodjeli bespovratnih sredstava koje se odnose na mjere informisanja i obavještavanja javnosti moraju se poštovati u svim okolnostima.

8.3 Partneri se slažu da je Ugovorni organ ovlašćen u okviru Programa objaviti, u bilo kojem obliku i putem bilo kojih medija, uključujući Internet, sljedeće informacije:



- imena partnera,
- glavni cilj operacije,
- iznos IPA sredstava i ukupni budžet,
- geografsku lokaciju operacije,
- finalni izvještaj operacije i
- svaku publikaciju koja je štampana i plaćena sredstvima iz projekta.

Član 9.

Intelektualna svojina

9.1 S obzirom na prirodu operacije, iako u skladu s članom 7.1. Opštih uslova ugovora o grantu, prava intelektualne svojine pripadaju Partnerima, Partneri će osigurati da svi rezultati ostvareni u okviru operacije budu dostupni javnosti.

Član 10.

Upotreba imovine

10.1 Partneri će osigurati da sredstva stečena u okviru operacije budu korišćena u skladu s njihovom namjenom i čuvana na siguran način kako bi se što duže mogla koristiti i nakon završetka projekta.

10.2 Kada to bude potrebno, partneri će u registar imovine ili u inventar svojih organizacija unijeti predmete kupljene sredstvima operacije i saglasni su da se izvrši potpuna fizička inventura cjelokupne imovine najmanje jednom godišnje.

10.3 Partneri će pravilno označiti sva sredstva kupljena tokom operacije, i to upotrebom naljepnica, brojeanih oznaka ili pločica. Takođe će voditi dnevnik za korištenje vozila, tamo gdje je to primjenjivo, i pratiti korišćenje potrošnog materijala.

10.4 U skladu s članom 7.5. Opštih uslova ugovora o dodjeli bespovratnih sredstava, partneri se obavezuju zadržati vlasništvo nad opremom, vozilima i materijalima koji su plaćeni iz relevantnog dijela budžeta operacije.

10.5 Kada 'Opis akcije' u Aneksu I grant ugovora, sadrži odredbe o korišćenju opreme, vozila i materijala plaćenih iz budžeta operacije, Partneri će poštovati ove odredbe i suzdržaće se od međusobnih sporova oko njihovog vlasništva.

Član 11.

Povjerljivost

11.1 Iako je implementacija projekta javne prirode, dio informacija koje se razmjenjuju u kontekstu njegovog sprovođenja između partnera i sa Ugovornim organom mogu biti povjerljive. S tim u vezi, samo dokumenti i drugi elementi na kojima je izričito navedena oznaka „povjerljivo“ tretiraće se kao takvi.



11.2 Partneri preduzimaju mjere kako bi osigurali da svi članovi osoblja koji obavljaju posao poštuju povjerljivu prirodu ovih informacija i da ih ne šire, ne proslijeđuju ih trećim osobama niti da ih koriste bez prethodnog pisanog pristanka partnera koji ga je dostavio.

Ova odredba o povjerljivosti ostaje na snazi dok se ne okonča ovaj sporazum.

Član 12.

Saradnja s trećim stranama, delegiranje i angažovanje vanjskih saradnika

12.1 U slučaju saradnje s trećim stranama, ili korišćenja vanjskih resursa, Partner ostaje jedini odgovoran Vodećem partneru za ispunjavanje obaveza u skladu s uslovima utvrđenim u ovom sporazumu.

12.2 Partner je dužan obavijestiti Vodećeg partnera o svakom ugovoru sklopljenom s trećom stranom, ako ta informacija nije navedena u dijelu „Opis akcije“ u okviru Aneksa I grant ugovora.

Član 13.

Prenos prava i obaveza, pravno nasljeđivanje

13.1 Nijednom od partnera nije dopušteno mijenjati svoje dužnosti i prava u okviru ovog sporazuma bez prethodne saglasnosti druge strane ovog sporazuma i bez odobrenja ugovornog organa.

U slučaju pravnog nasljeđivanja, odnosni partner je dužan da prenese sve dužnosti i odgovornosti na pravnog nasljednika te da o promjenama obavijesti drugog partnera (i Ugovorni organ po potrebi).

Član 14.

Neispunjavanje obaveza ili kašnjenje u njihovom sprovođenju

14.1 Partner je dužan odmah obavijestiti Vodećeg partnera i dati mu sve potrebne informacije o svim događajima koji mogu ugroziti provedbu projekta.

14.2 Ako Partner ne ispuni svoje obaveze u predviđenom roku, Vodeći partner će od njega zatražiti da ih ispuni u roku od najviše mjesec dana.

14.3 Prilikom rješavanja bilo kakvih poteškoća, uključujući traženje pomoći od ugovornog organa, Vodeći partner je dužan da o tome obavijesti Partnera u pisanoj formi.

14.4 Ako Partner ni nakon toga ne ispuni svoje obaveze, Vodeći partner će bez odlaganja obavijestiti Ugovorni organ.

14.5 Partner mora vratiti Vodećem partneru sva primljena sredstva programa ako se nalazima vanjskog revizora (kojeg angažuje Vodeći partner za potrebe verifikacije troškova) utvrdi da pravila o prihvatljivosti izdataka nisu ispoštovana. Neprihvatljive rashode koje napravi Partner, a koji nisu vraćeni Vodećem partneru, Vodeći partner može nadoknaditi tako što će ih odbiti od prvog narednog transfera sredstava Partneru. Isto vrijedi i ako tokom postupka odobravanja izvještaja Ugovorni organ otkrije neprihvatljive troškove koje je prouzrokovao Partner.



14.6 Ako Partner ne ispuni svoje obveze te u slučaju finansijskih posljedica za finansiranje cijele operacije, Vodeći partner može od Partnera zahtijevati naknadu za gubitak ili štetu. I obrnuto važi, da ako Vodeći partner ne ispuni svoje obveze te u slučaju finansijskih posljedica za Partnera, Partner može od Vodećeg partnera zahtijevati naknadu za gubitak ili štetu.

Član 15.

Mirenje i posredovanje između partnera

15.1 Ako dođe do spora između partnera, spor se rješava mirnim putem uz konsultacije među njima.

15.2 Ako se ne postigne mirno rješenje, partneri su dužni obratiti se ugovornom organu kako bi se riješio spor. Odluka koju donese Ugovorni organ je obavezujuća za Partnere.

15.3 Ako Ugovorni organ ne uspije naći rješenje, partneri se slažu da se zakonodavstvo Bosne i Hercegovine primjenjuje na ovaj sporazum. Partneri se takođe slažu da u takvom slučaju spor mogu rješavati pred Sudom Bosne i Hercegovine.

Član 16.

Izmjene i dopune sporazuma

16.1 Bilo koja izmjena i dopuna ovog sporazuma neće biti važeća niti će imati ikakvog učinka ako se partneri ne dogovore u pisanom obliku.

Sačinjeno na engleskom jeziku u dva originalna primjerka, po jedan za svakog partnera.

Prilog: Indikativna raspodjela budžeta po partneru

Vodeći partner: **Direkcija za evropske integracije Bosne i Hercegovine**

Elvira Habota, direktorica

Sarajevo, _____

Partner: **Ministarstvo evropskih poslova Crne Gore**

Bojan Božović, državni sekretar i državni IPA koordinator

Podgorica, _____

OBRAZAC

IZVJEŠTAJ O SPROVEDENOJ ANALIZI PROCJENE UTICAJA PROPISA

PREDLAGAČ

MINISTARSTVO EVROPSKIH POSLOVA

NAZIV PROPISA

Predlog osnove za zaključivanje Sporazuma o partnerstvu u implementaciji prioriteta Tehnička podrška u okviru IPA III Programa prekogranične saradnje Bosna i Hercegovina - Crna Gora, s Nacrtom sporazuma

1. Definisanje problema

- **Koje probleme treba da riješi predloženi akt?**
- **Koji su uzroci problema?**
- **Koje su posljedice problema?**
- **Koji su subjekti oštećeni, na koji način i u kojoj mjeri?**
- **Kako bi problem evoluirao bez promjene propisa ("status quo" opcija)?**

Programi prekogranične i transnacionalne saradnje u okviru Ipe III sprovode se u okviru politike proširenja Evropske unije, te proizilaze i nastavljaju se na programe koji se sprovode u finansijskoj perspektivi 2014-2020. Programi saradnje imaju za cilj promovisanje dobrih odnosa i društveno-ekonomski razvoj kroz sprovođenje zajedničkih inicijativa na lokalnom i transnacionalnom nivou.

Program se sprovodi u sistemu direktnog upravljanja, sa Bosnom i Hercegovinom kao vodećom zemljom, pa je za sve procedure ugovaranja i isplaćivanja sredstava nadležna Delegacija Evropske unije u Bosni i Hercegovini.

Programski dokument za Program prekogranične saradnje Bosna i Hercegovina - Crna Gora 2021-2027 je odobren od strane Evropske komisije odlukom C(2022) 3401 od 19. maja 2022. godine. Pravila za sprovođenje Programa u Crnoj Gori utvrđena su Finansijskim sporazumom koji je zaključen između Evropske komisije, Bosne i Hercegovine i Crne Gore, a stupio je na snagu 22. januara 2024. godine.

Nadalje, u cilju dodatnog preciziranja pravila za sprovođenje projekta tehničke podrške neophodno je zaključivanje partnerskog sporazuma. Stoga je, u skladu sa članom 73 Okvirnog finansijskog sporazuma o partnerstvu između Evropske komisije i Crne Gore o tehničkoj podršci u okviru Instrumenta pretpristupne podrške (IPA III), neophodno da

Bosna i Hercegovina i Crna Gora zaključe Partnerski sporazum kojim se uređuje partnerstvo i odgovornosti svakog partnera za sprovođenje odgovarajućeg dijela projekta „Tehnička podrška za Program prekogranične saradnje Bosna i Hercegovina - Crna Gora“. U Sporazumu o partnerstvu se navodi koje zadatke upravljanja i praćenja treba da osiguraju i Bosna i Hercegovina i Crna Gora. Ovo uključuje i izvještavanja i saradnju s trećim stranama. Ovim sporazumom utvrđuju se i budžeti koji se odnose na poslove upravljanja i modaliteti za prenos sredstava.

2. Ciljevi

- **Koji ciljevi se postižu predloženim propisom?**
- **Navesti usklađenost ovih ciljeva sa postojećim strategijama ili programima Vlade, ako je primjenljivo.**

Opšti cilj Programa se odnosi na promovisanje dobrosusjedskih odnosa, podsticanje evropske integracije i jačanje društvenog, ekonomskog i teritorijalnog razvoja prekograničnog područja programa unapređivanjem otpornosti na prirodne nepogode i nepogode koje je izazvao čovjek, kao i izazove klimatskih promjena, podsticanjem održivog upravljanja prirodnim i kulturnim nasljeđem i njegovog povezivanja sa sektorom turizma, te jačanjem kapaciteta lokalnih i regionalnih organa vlasti za suočavanje sa lokalnim izazovima.

Cilj je podijeljen u sljedeće tematske klastere i prioritete:

Tematski prioritet 0: Tehnička podrška

Tematski klaster 2: Zelenija i poboljšana efikasnost resursa

Tematski prioritet 2: Zaštita životne sredine, prilagođavanje i ublažavanje klimatskih promjena, prevencija i upravljanje rizicima

Tematski klaster 4: Poboljšano poslovno okruženje i konkurentnost

Tematski prioritet 5: Turizam i kulturno i prirodno nasljeđe

Tematski klaster 5 - Unaprijeđeni kapaciteti lokalnih i regionalnih organa vlasti za suočavanje sa lokalnim izazovima prepoznat je horizontalno kroz programski dokument.

Potpisivanjem predmetnog Sporazuma se definišu uloge i odgovornosti struktura zaduženih za realizaciju Programa.

Sadržaj Programa za period 2021-2027 je usklađen s procesom pristupanja Crne Gore Evropskoj uniji, kao i sa svim relevantnim strategijama i programima Vlade.

3. Opcije

- **Koje su moguće opcije za ispunjavanje ciljeva i rješavanje problema? (uvijek treba razmatrati "status quo" opciju i preporučljivo je uključiti i neregulatornu opciju, osim ako postoji obaveza donošenja predloženog propisa).**
- **Obrazložiti preferiranu opciju?**

U skladu sa članom 8 stav 4 Okvirnog sporazuma o finansijskoj podršci između Evropske komisije i Crne Gore o posebnim pravilima za sprovođenje finansijske podrške Unije Crnoj Gori u okviru Instrumenta pretpristupne podrške (IPA III), koji je stupio na snagu 2. novembra 2022. godine, pravila za sprovođenje ovog Programa navode se u Finansijskom sporazumu. Program se s toga sprovodi u skladu s odredbama Finansijskog sporazuma između Evropske komisije i Crne Gore. Opcije za ispunjavanje ciljeva i rešenja definisane su pravnim osnovom Finansijskog sporazuma.

Pravni okvir za sprovođenje Programa na teritoriji Crne Gore, proističe kako iz navedenih, tako i iz Uredbe (EU) 2021/1529 Evropskog parlamenta i Savjeta od 15. septembra 2021. godine o uspostavljanju Instrumenta pretpristupne podrške (IPA III).

S obzirom na sadržinu Sporazuma, kojim se uređuje partnerstvo i odgovornosti svakog partnera za sprovođenje odgovarajućeg dijela projekta „Tehnička podrška za Program prekogranične saradnje Bosna i Hercegovina - Crna Gora“, Ministarstvo evropskih poslova cijeni da u konkretnom slučaju nema potrebe za vođenjem pregovora, niti formiranjem delegacije za vođenje pregovora, već da je racionalnije da Vlada ujedno sa Osnovom prihvati nacrt Sporazuma i ovlasti lice koje će ga potpisati, u skladu sa članom 7 stav 2 Zakona o zaključivanju i izvršavanju međunarodnih ugovora.

4. Analiza uticaja

- **Na koga će i kako će najvjerojatnije uticati rješenja u propisu - nabrojati pozitivne i negativne uticaje, direktne i indirektne.**
- **Koje troškove će primjena propisa izazvati građanima i privredi (naročito malim i srednjim preduzećima)**
- **Da li pozitivne posljedice donošenja propisa opravdavaju troškove koje će on stvoriti,**
- **Da li se propisom podržava stvaranje novih privrednih subjekata na tržištu i tržišna konkurencija;**
- **Uključiti procjenu administrativnih opterećenja i biznis barijera.**

Rješenja u propisu će uticati na buduće regulisanje odnosa između Crne Gore i Bosne i Hercegovine i utvrđuju njihove uloge i odgovornosti u pogledu upravljanja i implementacije projekta tehničke podrške.

Rješenja u propisu će uticati na buduće korisnike sredstava u okviru prekograničnog programa Bosna i Hercegovina - Crna Gora. Ciljne grupe i krajnji korisnici su:

- Strukture za upravljanje programom;
- Potencijalni podnosioci prijedloga projekata;
- Korisnici bespovratnih sredstava;
- Krajnji korisnici projekta;
- Opšta javnost.

Primjena ovih propisa ne iziskuje finansijske troškove za građane i privredu.

Iznos opredijeljen za tehničku podršku sprovođenju Programa je ograničen na 10% ukupne vrijednosti Programa, dok je stopa sufinansiranja tehničke podrške od strane Unije 100%.

Usvajanjem ovog Sporazuma ne predviđa se stvaranje novih privrednih subjekata na tržištu niti tržišna konkurencija. Takođe, Sporazum neće izazvati administrativno opterećenje, niti stvoriti biznis barijere.

5. Procjena fiskalnog uticaja

- **Da li je potrebno obezbjeđenje finansijskih sredstava iz budžeta Crne Gore za implementaciju propisa i u kom iznosu?**
- **Da li je obezbjeđenje finansijskih sredstava jednokratno, ili tokom određenog vremenskog perioda? Obrazložiti;**
- **Da li implementacijom propisa proizilaze međunarodne finansijske obaveze? Obrazložiti;**
- **Da li su neophodna finansijska sredstva obezbijedena u budžetu za tekuću fiskalnu godinu, odnosno da li su planirana u budžetu za narednu fiskalnu godinu?;**
- **Da li je usvajanjem propisa predviđeno donošenje podzakonskih akata iz kojih će proisteći finansijske obaveze?;**
- **Da li će se implementacijom propisa ostvariti prihod za budžet Crne Gore?;**
- **Obrazložiti metodologiju koja je korišćenja prilikom obračuna finansijskih izdataka/prihoda;**
- **Da li su postojali problemi u preciznom obračunu finansijskih izdataka/prihoda? Obrazložiti;**
- **Da li su postojale sugestije Ministarstva finansija na nacrt/predlog propisa?;**
- **Da li su dobijene primjedbe implementirane u tekst propisa? Obrazložiti.**

Nije potrebno obezbijediti finansijska sredstva iz budžeta Crne Gore za sprovođenje ovog Sporazuma. Predmetni sporazum nema fiskalnog uticaja na budžet Crne Gore. Konkretno, stopa finansiranja tehničke podrške, čiji su korisnici strukture koji su dio Sistema za prekograničnu saradnju u zemljama učesnicama, iznosi 100% EU sredstava. Stoga, nije

potrebno obezbjediti finansijska sredstva iz budžeta Crne Gore za sprovođenje ovog sporazuma u smislu zvaničnog nacionalnog kofinansiranja.

Finansijska sredstva za projekte tehničke podrške se obezbjeđuju u dužini trajanja Programa, a kroz programske godišnje alokacije za 2022, 2024 i 2027. godinu. Sredstva se obezbjeđuju potpisivanjem Finansijskog sporazuma za kompletnu finansijsku perspektivu, te kroz razmjenu pisama za alokacije programske godišnje alokacije 2024 i 2027. godinu.

Ne, implementacijom ovog propisa ne proizilaze međunarodne finansijske obaveze.

Finansijska sredstva nijesu obezbijedena u budžetu za tekuću i narednu fiskalnu godinu, s obzirom na to da se od država korisnica Ipe III ne zahtijevaju nikakvi finansijski doprinosi.

Usvajanjem propisa nije predviđeno donošenje podzakonskih akata iz kojih će proisteći finansijske obaveze.

Implementacijom propisa će se ostvariti prihod za budžet Crne Gore, kroz Projekat tehničke podrške. Ukupno procijenjeni budžet za projekat tehničke podrške za period 2026, 2027 i 2028, kroz alokaciju 2024, iznosi 360.000 eura, što predstavlja doprinos EU u procentu od 100%. Tačan iznos sredstava koji će biti isplaćen Crnoj Gori je predmet odobrenja Ugovornog tijela, ali se očekuje da bude oko 25% od ukupnog iznosa ili oko 90.000 eura.

Nijesu postojali problemi u preciznom obračunu finansijskih izdataka/prihoda. Evropska komisija je Implementacionom odlukom o finansiranju Programa prekogranične saradnje – Bosna i Hercegovina- Crna Gora od 19. maja 2022. godine precizno definisala maksimalne iznose podrške i sufinansiranja. Alokacijom za 2024 godinu, koja obuhvata Programski period 2026, 2027 i 2028, maksimalni doprinos Unije je određen u iznosu od 3.600.000 eura. Za Projekat tehničke podrške za period 2026, 2027 i 2028 je opredjeljeno 10% od ukupne alokacije, odnosno 360.000 eura.

Sporazum se upućuje na mišljenje Ministarstvu finansija.

Nijesu dobijene primjedbe koje bi trebalo implementirati u tekst propisa.

6. Konsultacije zainteresovanih strana

- **Naznačiti da li je korišćena eksterna ekspertiza i ako da, kako;**
- **Naznačiti koje su grupe zainteresovanih strana konsultovane, u kojoj fazi RIA procesa i kako (javne ili ciljane konsultacije);**
- **Naznačiti glavne rezultate konsultacija, i koji su predlozi i sugestije zainteresovanih strana prihvaćeni odnosno nijesu prihvaćeni, Obrazložiti**

Tokom formulisanja predmetnog Sporazuma nije bilo potrebe za angažovanjem eksterne ekspertize.

U ciljanim konsultacijama su učestvovalе sve strane potpisnice. Pripreme koje su uključivale strukture koje čine Sistem za programe prekogranične saradnje u obje zemlje

počele su rad na tekstu Sporazuma krajem februara 2024. i nastavljene do sredine juna 2024. godine. Ovaj sporazum je rezultat tijesne i intenzivne saradnje institucija iz Crne Gore i Bosne i Hercegovine.

Javne konsultacije nijesu bile potrebne zbog prirode dokumenta.

7: Monitoring i evaluacija

- **Koje su potencijalne prepreke za implementaciju propisa?**
- **Koje će mjere biti preduzete tokom primjene propisa da bi se ispunili ciljevi?**
- **Koji su glavni indikatori prema kojima će se mjeriti ispunjenje ciljeva?**
- **Ko će biti zadužen za sprovođenje monitoringa i evaluacije primjene propisa?**

Prekogranična struktura Crne Gore (Ministarstvo evropskih poslova i Direktor za finansiranje, ugovaranje i sprovođenje sredstava EU podrške, koji je smješten u Ministarstvu finansija) u sprovođenju ovog Programa tijesno sarađuje sa Prekograničnom strukturom u Bosni i Hercegovini (Direktorat za evropske integracije). Prekogranične strukture zemalja učesnica Programa su osnovale Zajednički tehnički sekretarijat koji pruža podršku korisnicima sredstava dobijenih u okviru programa, kao i prekograničnim strukturama i Zajedničkom odboru za nadgledanje u vršenju dužnosti.

Strukture i tijela koja čine sistem za prekograničnu saradnju Programa će, kroz svakodnevno upravljanje Programom, nadgledati realizaciju projekata koji se realizuju u okviru ovog Programa i pružati neophodnu podršku. Projekti tehničke podrške, koji su predmet Sporazuma, će omogućiti sredstva i ljudske resurse, koji će svakodnevno pružati neophodnu podršku, kako strukturama zaduženim za upravljanje Programom, tako i potencijalnim korisnicima u Programom obuhvaćenoj teritoriji, što će doprinijeti dostizanju Programom definisanih ciljeva.

Indikatori prema kojima će se mjeriti ispunjenje ciljeva su definisani programskim dokumentom koji je usvojen od strane Evropske komisije. Praćenje indikatora će biti u nadležnosti Zajedničkog odbora za nadgledanje, koji čine predstavnici obje zemlje učesnice programa i Evropske komisije.

Glavni indikatori prema kojima će se mjeriti ispunjenje ciljeva jesu:

Strateški ciljevi IPA III za CBC	INDIKATOR
Pomirenje, izgradnja povjerenja i	Broj organizacija koje učestvuju u formiranim prekograničnim mrežama/partnerstvima, razvrstanih po vrsti organizacija (posebno pominjanje ženskih udruženja)
	Broj organizacija direktno uključenih u realizaciju projekata, razvrstanih po vrsti organizacija (posebno pominjanje ženskih

dobrosusjedski odnosi	udruženja)
Ekonomski, društveni i teritorijalni razvoj pograničnih područja	Broj novih radnih mjesta koja proizilaze iz programske aktivnosti, razvrstanih prema polu i vrsti ranjivih grupa novozaposlenih
	Broj novih osnovanih preduzeća, razvrstanih prema polu i starosti vlasnika
Izgradnja kapaciteta institucija na svim nivoima	Broj organizacija/institucija sa povećanim kapacitetima, razvrstanih po vrsti organizacije (posebno pominjanje udruženja žena)

Za sprovođenje monitoringa i evaluacije primjene propisa biće zadužena Direkcija za bilateralne prekogranične programe u Ministarstvu evropskih poslova.

Datum i mjesto

MINISTARKA

16. januar 2025. godine, Podgorica

Maida Gorčević



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