

Na osnovu člana 21 stav 2 Zakona o zaključivanju i izvršavanju međunarodnih ugovora („Službeni list CG“, broj 77/08), Vlada Crne Gore na sjednici od _____ 2021. godine, donijela je

**ODLUKU O OBJAVLJIVANJU
UGOVORA IZMEĐU VLADE REPUBLIKE SLOVAČKE I VLADE CRNE GORE
O IZMIRENJU DUGA CRNE GORE PREMA REPUBLICI SLOVAČKOJ**

Član 1

Objavljuje se Ugovor između Vlade Republike Slovačke i Vlade Crne Gore o izmirenju duga Crne Gore prema Republici Slovačkoj, zaključen u Podgorici 26. oktobra 2020. godine. u originalu na engleskom jeziku.

Član 2

Tekst Ugovora iz člana 1 ove odluke, u originalu na engleskom i u prevodu na crnogorski jezik glasi:

**AGREEMENT
BETWEEN
THE GOVERNMENT OF THE SLOVAK REPUBLIC
AND
THE GOVERNMENT OF MONTENEGRO
ON THE SETTLEMENT OF THE DEBT
OF MONTENEGRO TOWARDS THE SLOVAK REPUBLIC**

The Government of the Slovak Republic (hereinafter referred to as “the Slovak Party”)

and

The Government of Montenegro (hereinafter referred to as “the Montenegro Party” and collectively referred to as “the Parties”);

Desiring to develop long-term and stable trade, economic and financial co-operation based on principles of mutual benefits;

Being aware of the importance to settle the obligations and intending to finalize the settlement of the debt of the Montenegro towards the Slovak Republic;

Having regard to

the Payment Agreement between the Socialist Federal Republic of Yugoslavia and the Czech and Slovak Federal Republic, signed at Belgrade on February 8th, 1991,

the Protocol from the Negotiations on the Solution of the Liquidation Account Balance held between March 23rd and March 26th 1992 in Prague, confirmed by the exchange of letters of the Prime Ministers of the Czech and Slovak Federative Republic and of the Federal Republic of Yugoslavia, dated May 7th and May 11th, 1992 (hereinafter referred to as “the 1992 Protocol”),

the Agreement between the Governments of the Czech Republic and of the Slovak Republic on Transfer of Governmental Claims towards Foreign States into the Competence of the Czech Republic and Slovak Republic and on Ensuring Internal Financing of Provided Governmental Loans signed at Bratislava on April 7th 1993,

the Agreement on Succession Issues, concluded at Vienna on June 29th, 2001, Annex C thereto,

the Agreement on the Regulation of Membership in International Financial Organization and the Distribution of Financial Assets and Liabilities between the Republic of Serbia and the Republic of Montenegro, signed at Belgrade on July 10th, 2006,

the Vienna Convention on the Law of Treaties, concluded at Vienna on May 23rd, 1969;

Respecting the fact that the Slovak Republic as one of the two legal successors of the former Czech and Slovak Federal Republic (hereinafter referred to as "the former CSFR") administers, independently and individually, its share in receivables and liabilities of the former CSFR;

Taking into account

the Minutes (Promemoria) of expert talks between the National Bank of Yugoslavia, Ministry of Finance of the Federal Republic of Yugoslavia, Ministry of Finance of the Slovak Republic, Ministry of Finance of the Czech Republic and the Československá obchodní banka, a.s. (hereinafter referred to as "CSOB") of October 22nd, 1997,

the Agreed Minutes on the Consolidation of the Debt of the Federal Republic of Yugoslavia concluded on December 13th, 2001 between the participating Paris Club creditor countries and the Government of the Federal Republic of Yugoslavia;

Have agreed as follows:

Article 1 Treated Debt

1. The Parties confirm that the principal of the Former Federal Republic of Yugoslavia (hereinafter referred to as "the former SFRY") debt towards the former CSFR recorded on the Liquidation Clearing Account amounts to 72,250,262.25 Clearing Dollars, out of which 31,088,817.56 Clearing Dollars represents the Slovak part of the principal amount.

2. The Parties agree that the principal of the debt of Montenegro towards the Slovak Republic amounts to 2.2344% of the debt of the former SFRY to the Slovak Republic, i.e. 694,648.54 Clearing Dollars;

3. The Parties agree that the principal referred to in Paragraph 2 of this Article bears the simple interest that shall be calculated on the day count principle 30/360 p. a., with the following rates:

a) fixed interest rate 5.50% p.a. shall be applied from November 1st, 1991 until December 31th, 2018;

b) since January 1st, 2019 the interest shall not be calculated.

4. The final settlement balance between Montenegro and the Slovak Republic, including the simple interest calculated in compliance with Paragraph 3 of this Article with the value date of December 31st, 2018 amounts to 1,732,569.23 Clearing Dollars. This amount consists of:

a) principal amount of 694,648.54 Clearing Dollars; and

b) interest amount of 1,037,920.69 Clearing Dollars.

5. The Parties agree to convert the amounts defined in Paragraph 4 of this Article applying the rate of exchange of 1 Clearing Dollar = 1 US Dollar, in accordance with the 1992 Protocol, into 1,732,569.23 US Dollars, which constitutes the debt of Montenegro towards the Slovak Republic as of December 31st, 2018.

Article 2 Settlement of the Debt

1. The Parties agree on the following conditions on the settlement of the debt of Montenegro towards the Slovak Republic:

a) After this Agreement enters into force, the Montenegro Party shall repay the debt due to the Slovak Party based on the conditions of the Paris Club of Creditors. The debt of Montenegro will be settled through one-time payment. Such payment in the amount of 589,073.54 US Dollars (by words: five hundred eighty-nine thousand seventy-three USD dollars fifty four cents) shall be made within 90 days from the entry into force of this Agreement, by transfer of the total amount payable into the account of CSOB specified in Subparagraph c) below;

b) The Parties shall instruct their respective banks to provide necessary steps for the technical implementation of this Article;

c) The payment by the Montenegro Party to the Slovak Party hereunder shall be made in US Dollars in freely transferable and immediately available funds on the relevant payment date, free of any costs, taxes, levies or charges. Respective payment to the Slovak Party shall be made in favour of the account of CSOB, No. 4030004, ABA routing No 021001033 USD, held with the Deutsche Bank Trust Americas, NY, swift: BKTRUS33. If payment shall become due and payable on a Saturday, Sunday or any other day which is not a business day, such payment shall be made on the next succeeding business day.

2. Upon execution of the payment in the amount specified in Paragraph 1(a) of this Article, it shall be deemed that the debt of Montenegro towards the Slovak Republic is fully settled, subject to the provisions of Article 6 of this Agreement.

3. The Montenegro Party shall be obliged to pay default interest at the rate of 0.01% p.a. for each day of delay if it fails to pay its obligation timely and in full amount. The default interest shall be calculated from the day following the payment due date to the day the delayed payment is credited to the account of CSOB specified in Paragraph 1 (c);

Article 3 Settlement of Disputes

1. In the event that a dispute arises between the Parties with regard to the interpretation or implementation of this Agreement, the Parties shall resolve the dispute by mutual negotiations of the authorized representatives of the Parties.

2. If any such dispute cannot be settled amicably within six (6) months from the date on which the dispute has been notified by either party, the Parties agree that the dispute is finally settled in accordance with the Rules of Arbitration of International Chamber of Commerce, Paris by

three arbitrators. Each Party shall appoint one arbitrator and these two members shall appoint a third arbitrator - Chairman of the arbitral tribunal.

If the Parties fail to appoint a third member - Chairman of the arbitral tribunal, the third arbitrator shall be appointed in accordance with mentioned Rules of Arbitration.

The arbitration decision shall be final, binding on both Parties and executive within the time specified in the decision.

The Parties agree that the arbitration shall be conducted pursuant to the procedure established by the Rules of Arbitration of International Chamber of Commerce, Paris.

The arbitration will be held in Podgorica, or elsewhere, if the Parties agree that it is suitable for the settlement of the dispute.

Language of arbitration shall be English.

Article 4 Amendments

This Agreement may be amended and supplemented by mutual consent of the Parties. Any amendment or supplement to this Agreement shall be in writing and signed by both Parties.

Article 5 Notices and Other Communications

Notices and other communications given under this Agreement addressed to either Party shall be made to the address set out in the diplomatic notes to be exchanged under Article 7 of this Agreement.

Article 6 Review Clause

If the successor States of the former SFRY make a new agreement on final division of the overall debt of the former SFRY owed to the former CSFR which causes that the principle of the debt of Montenegro to the Slovak Republic differs from the amount mentioned in Article 1, Paragraph 2 of this Agreement, the Parties shall review this Agreement accordingly.

Article 7 Final Provisions

This Agreement shall enter into force on the first (1st) day of the second (2nd) month following the day of receipt of the last written notification through diplomatic channels of the Contracting Parties on the completion of their internal legal requirements necessary for entry into force of this Agreement.

Done at Podgorica, on 26.10. 2020, in two originals in the English language.

**On behalf of the Government
of the Slovak Republic**

Name: Mr. Boris Gandel, sign.

**On behalf of the Government
of Montenegro**

Name: Mr. Darko Radunović, sign.

Title: Ambassador
Extraordinary and Plenipotentiary
of the Slovak Republic to Montenegro

Title: Minister of Finance of Montenegro

**UGOVOR IZMEĐU
VLADE REPUBLIKE SLOVAČKE I VLADE CRNE GORE
O IZMIRENJU DUGA CRNE GORE PREMA REPUBLICI SLOVAČKOJ**

Vlada Republike Slovačke (u daljem tekstu „Slovačka strana“)

i

Vlada Crne Gore (u daljem tekstu „Crnogorska strana“, a zajedno nazvane „Strane“);

U želji da razviju dugoročnu i stabilnu trgovinsku, privrednu i finansijsku saradnju zasnovanu na principima obostrane koristi;

Svjesni važnosti izmirenja obaveza i u namjeri da okončaju regulisanje duga Crne Gore prema Republici Slovačkoj;

Imajući u vidu

Sporazum o plaćanju između Socijalističke Federativne Republike Jugoslavije i Savezne Republike Čehoslovačke, potpisan u Beogradu 8. februara 1991. godine,

Protokol o pregovorima o rješenju salda na likvidacionom računu, održanim u periodu od 23. marta do 26. marta 1992. godine u Pragu, potvrđen razmjenom pisama predsjednika vlada Savezne Republike Čehoslovačke i Savezne Republike Jugoslavije, od 7. maja i 11. maja 1992. godine (u daljem tekstu „Protokol iz 1992. godine“),

Sporazum između Vlada Republike Češke i Republike Slovačke o prenošenju državnih potraživanja prema stranim državama u nadležnost Republike Češke i Republike Slovačke, i o obezbjeđenju unutrašnjeg finansiranja datih državnih zajmova, potpisan u Bratislavi 7. aprila 1993. godine,

Sporazum o pitanjima sukcesije, zaključen u Beču 22. juna 2001, i njegov Aneks C,

Sporazum između Republike Srbije i Republike Crne Gore o regulisanju članstva u međunarodnim finansijskim organizacijama i razgraničenju finansijskih prava i obaveza, potpisan u Beogradu 10. jula 2006. godine,

Bečku konvenciju o ugovornom pravu, zaključenu u Beču 23. maja 1969. godine;

Uvažavajući činjenicu da Republika Slovačka, jedna od dvije pravne sljedbenice bivše Savezne Republike Čehoslovačke (u daljem tekstu „bivša SRČS“) nezavisno i samostalno upravlja svojim udjelom u potraživanjima i obavezama bivše SRČS;

Uzimajući u obzir:

Zapisnik (promemoriju) sa ekspertskih razgovora između Narodne banke Jugoslavije, Ministarstva finansija Savezne Republike Jugoslavije, Ministarstva finansija Republike Slovačke, Ministarstva finansija Republike Češke i Československá obchodní banka, a.s. (u daljem tekstu „ČSOB“) od 22. oktobra 1997. godine,

Usaglašeni zapisnik o konsolidaciji duga Savezne Republike Jugoslavije, zaključen 13. decembra 2001. godine između zemalja učesnica Pariskog kluba povjerilaca i Vlade Savezne Republike Jugoslavije;

Dogovorile su sledeće:

Član 1 **Dug koji se razmatra**

1. Strane potvrđuju da glavnica duga bivše Socijalističke Federativne Republike Jugoslavije (u daljem tekstu "bivša SFRJ") prema bivšoj SRČS, evidentirana na Likvidacionom klirinškom računu, iznosi 72.250.262,25 klirinških dolara, od čega 31.088.817,56 klirinških dolara predstavlja slovački dio iznosa glavnice.

2. Strane su saglasne da glavnica duga Crne Gore prema Republici Slovačkoj iznosi 2.2344% duga bivše SFRJ prema Republici Slovačkoj, tj. 694,648.54 klirinških dolara;

3. Strane su saglasne da se na glavnice iz stava 2 ovog člana obračuna prosta kamata koja se obračunava po principu računanja mjeseca od 30 dana i godine od 360 dana, sa sljedećim stopama:

- a) fiksna kamatna stopa od 5.50% godišnje, primjenjuje se od 1. novembra 1991. godine do 31. decembra 2018. godine;
- b) od 1. januara 2019. godine, kamata se ne obračunava.

4. Završni saldo obračuna između Republike Slovačke i Crne Gore, uključujući prostu kamatu, obračunatu u skladu sa stavom 3 ovog člana, sa datumom valute na 31. decembar 2018. godine, iznosi 1.732.569,23 klirinških dolara. Ovaj iznos sastoji se od:

- a) iznosa glavnice od 694.648,54 klirinških dolara; i
- b) iznosa kamate od 1.037.920,69 klirinških dolara.

5. Strane su saglasne da se iznosi definisani u stavu 4 ovog člana konvertuju primjenom pariteta 1 klirinški dolar=1 američki dolar, u skladu sa Protokolom iz 1992. godine, u 1.732.569,23 američkih dolara što predstavlja dug Crne Gore prema Slovačkoj Republici na dan 31. decembar 2018. godine.

Član 2 **Regulisanje duga**

1. Strane su se dogovorile o sljedećim uslovima regulisanja duga Crne Gore prema Republici Slovačkoj:

a) nakon stupanja ovog Ugovora na snagu, Crnogorska strana otplaćuje dospjeli dug Slovačkoj strani na osnovu uslova Pariskog kluba povjerilaca. Dug Republike Crne Gore biće izmiren jednokratnom isplatom. Takvo plaćanje u iznosu od 589.073,54 američkih dolara (pet stotina osamdeset devet hiljada sedamdeset tri dolara i pedeset četiri centa), vrši se u roku od 90 dana od stupanja na snagu ovog Ugovora, prenošenjem ukupnog plativog iznosa na račun ČSOB, navedenog u donjem podstavu c);

b) Strane daju nalog svojim bankama da preduzmu neophodne korake za tehničko sprovođenje ovog člana;

c) Plaćanje Crnogorske strane Slovačkoj strani po ovom Ugovoru vrši se u američkim dolarima u slobodno prenosivim i odmah raspoloživim sredstvima na odgovarajući datum plaćanja, bez ikakvih troškova, poreza, nameta ili naknada. Predmetno plaćanje Slovačkoj strani vrši se u korist računa ČSOB, Br. 4030004, identifikacioni kod banke (ABA) br. 021001033 USD, otvoren kod Deutsche Bank Trust Americas, NY, swift BKTRUS33. Ukoliko plaćanje dopijeva i plativo je u subotu, nedjelju ili bilo kojeg drugog dana koji nije radni, takvo plaćanje vrši se prvog narednog radnog dana.

2. Nakon izvršenog plaćanja iznosa navedenog u stavu 1(a) ovog člana, smatra se da je dug Crne Gore prema Republici Slovačkoj u potpunosti izmiren, podložno odredbama člana 6 ovog Ugovora.

3. Crnogorska strana dužna je da plati zateznu kamatu po stopi od 0,01% godišnje, za svaki dan kašnjenja, ukoliko ne izvrši svoje obaveze blagovremeno i u punom iznosu. Zatezna kamata obračunava se od dana nakon datuma dospelja plaćanja do dana kada zakašnjelo plaćanje bude proknjiženo na račun ČSOB-a, naveden u stavu 1 (c).

Član 3 Rješavanje sporova

1. U slučaju nastanka bilo kakvog spora između Strana oko tumačenja ili sprovođenja ovog Ugovora, Strane rješavaju spor međusobnim pregovorima ovlašćenih predstavnika Strana.

2. Ukoliko se takav spor ne može riješiti sporazumno u roku od šest (6) mjeseci od datuma kada je spor prijavljen od bilo koje strane, Strane su saglasne da će spor konačno riješiti tri arbitra u skladu sa Pravilima arbitraže Međunarodne privredne komore iz Pariza. Svaka Strana imenuje jednog arbitra, a ova dva člana imenuju trećeg arbitra - Predsjedavajućeg arbitražnog tribunala.

Ukoliko Strane ne uspiju da imenuju trećeg člana - Predsjedavajućeg arbitražnog tribunala, isti se imenuje u skladu sa pomenutim Pravilima arbitraže.

Odluka arbitraže biće konačna, obavezujuća za obje strane i izvršena u roku određenom u odluci.

Strane su saglasne da se arbitraža sprovodi u skladu sa procedurom utvrđenom Pravilima o arbitraži Međunarodne privredne komore u Parizu.

Arbitraža će biti održana u Podgorici, ili na drugom mjestu, ukoliko se Strane saglase da je to pogodno za rješavanje spora.

Jezik arbitraže je engleski.

Član 4 Izmjene i dopune

Ovaj Ugovor može se izmijeniti i dopuniti obostranim pristankom Strana. Svaka izmjena ili dopuna ovog Ugovora mora biti u pisanoj formi i potpisana od obje strane.

Član 5 Obavještenja i druga komunikacija

Obavještenja i druga komunikacija po ovom Ugovoru, naslovljeni bilo kojoj Strani, vrše se na adresu utvrđenu u diplomatskim notama koje će biti razmijenjene prema članu 7 ovog Ugovora.

Član 6
Reviziona klauzula

Ako Države sljedbenice bivše SFRJ sklope novi Ugovor o konačnoj podjeli ukupnog duga bivše SFRJ bivšoj SRČS na osnovu kojeg se glavnica duga Crne Gore prema Republici Slovačkoj razlikuje od iznosa navedenog u članu 1, stav 2 ovog Ugovora, Strane shodno tome ponovo razmatraju ovaj Ugovor.

Član 7
Završne odredbe

Ovaj sporazum stupa na snagu prvog dana, drugog mjeseca, poslije datuma prijema posljednjeg pisanog obavještenja putem diplomatskih kanala Ugovornih strana, o ispunjenju njihovih unutrašnjih zakonskih uslova neophodnih za stupanje na snagu ovog sporazuma.

Sačinjeno uPodgorici, dana 26.10.2020. godine, u dva originalna primjerka na engleskom jeziku.

U ime Vlade Republike Slovačke

G. Boris Gandel,s.r.
Izvanredni i opunomoćeni ambasador
Republike Slovačke u Crnoj Gori

U ime Vlade Crne Gore

G. Darko Radunović, s.r.
Ministar finansija Crne Gore

Član 3

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

Broj: _____

Podgorica, _____2021. godine

Vlada Crne Gore

Predsjednik,

Prof.dr Zdravko Krivokapić