

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 \_\_\_\_\_ 2024. godine, donijela je

**ODLUKU O OBJAVLJIVANJU SPORAZUMA  
IZMEĐU EVROPSKE UNIJE, S JEDNE STRANE, I CRNE GORE, S DRUGE  
STRANE, O PRIDRUŽIVANJU CRNE GORE PROGRAMU EU4HEALTH**

**Član 1**

Objavljuje se Sporazum između Evropske unije, s jedne strane, i Crne Gore, s druge strane, o pridruživanju Crne Gore programu EU4Health, potpisan u Briselu, 19. januara 2024. godine, u originalu na engleskom jeziku.

**Član 2**

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

**AGREEMENT**

**between the European Union, of the one part, and Montenegro, of the other part, on the  
association of Montenegro to the EU4Health Programme**

The European Commission (hereinafter referred to as ‘the Commission’), on behalf of the European Union,

of the one part,

and

Montenegro (hereinafter referred to as ‘Montenegro’),

of the other part,

hereinafter referred to as ‘the Parties’

WHEREAS Protocol 8 to the Stabilisation and Association Agreement between the European Communities and their Member States, of the one part, and Montenegro, of the other part, on the general principles for the participation of Montenegro in Community programmes<sup>1</sup> (the ‘Protocol’) stipulates in its Article 5 that the specific terms and conditions regarding the participation of Montenegro in each particular programme, in particular the financial contribution payable, are to be determined by agreement, in the form of a Memorandum of Understanding between the Commission, acting on behalf of the Union, and Montenegro. This Agreement constitutes an agreement referred to in Article 5 of the

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<sup>1</sup> OJ L 108, 29.4.2010, p. 3.

Protocol;

WHEREAS the EU4Health Programme was established by Regulation (EU) 2021/522 of the European Parliament and of the Council of 24 March 2021 establishing a Programme for the Union's action in the field of health for the period 2021-2027, and repealing Regulation (EU) No 282/2014<sup>2</sup> (hereinafter referred to as 'Regulation (EU) 2021/522');

CONSIDERING the European Union's efforts to lead the response by joining forces with its international partners to address global challenges in line with the plan of action for people, planet and prosperity in the United Nations Agenda 'Transforming our World: the 2030 Agenda for Sustainable Development', and acknowledging that health and wellbeing are essential elements for sustainable development;

WHEREAS the specific terms and conditions of the association should be determined by an agreement between the Union and the associated country;

RECOGNISING the general principles as set out in Regulation (EU) 2021/522;

SHARING the general objectives of the EU4Health Programme for improving and fostering health in the Union, supporting health promotion and disease prevention, protecting people in the Union from serious cross-border threats, improving the availability, accessibility and affordability of medicinal products and medical devices, and strengthening health systems by improving their resilience and resource efficiency;

CONSIDERING the common goals, values and strong links of the Parties in the field of health; and RECOGNISING the common desire of the Parties to develop, strengthen, stimulate and extend their relations and cooperation therein,

HAVE AGREED AS FOLLOWS:

### *Article 1*

#### **Scope of the association**

Montenegro shall participate as associated country in and contribute to all parts of the EU4Health Programme established by Regulation (EU) 2021/522 in its most up to date version.

### *Article 2*

#### **Terms and conditions of participation in the EU4Health Programme**

1. Montenegro shall participate in the EU4Health Programme in accordance with the conditions laid down in the Protocol, and under the terms and conditions set forth in this Agreement, in the legal act referred to in Article 1 of this Agreement, as well as in any other rules pertaining to the implementation of the EU4Health Programme, in its most up to date version.

2. Unless otherwise provided for in the terms and conditions referred to in paragraph 1 of this Article, legal entities established in Montenegro may participate in actions of the EU4Health Programme under conditions equivalent to those applicable to legal entities established in the Union, including the respect of EU restrictive measures<sup>3</sup>.

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<sup>2</sup> OJ L107, 26.3.2021, p. 1, . ELI: <http://data.europa.eu/eli/reg/2021/522/oj>.

<sup>3</sup> The EU restrictive measures are adopted pursuant to the Treaty on the European Union or the Treaty on the Functioning of the European Union.

3. Representatives of Montenegro shall have the right to participate as observers in the committee referred to in Article 23 of Regulation (EU) 2021/522, without voting rights and for points which concern Montenegro. The committee shall meet without the presence of the representatives of Montenegro at the time of voting. Montenegro shall be informed of the result.
4. Travel costs and subsistence expenses incurred by representatives and experts of Montenegro for the purposes of taking part as observers in the work of the committee as referred to Article 23 of Regulation (EU) 2021/522 or in other meetings related to the implementation of the EU4Health Programme, shall be reimbursed by the European Union on the same basis as and in accordance with the procedures in force for representatives and experts of the Member States of the European Union.
5. The Parties shall make every effort, within the framework of the existing provisions, to facilitate the free movement and residence of participants in the activities covered by this Agreement and to facilitate cross-border movement of goods and services intended for use in such activities.
6. Montenegro shall take all necessary measures, as appropriate, to ensure that goods and services, purchased in Montenegro or imported into Montenegro, which are partially or entirely financed pursuant to the grant agreements and/or contracts concluded for the realisation of the activities in accordance with this Agreement, are exempted from customs duties, import duties and other fiscal charges, including the VAT, that are applicable in Montenegro.
7. English shall be used for the procedures related to requests, contracts and reports, as well as for other administrative aspects of the EU4Health Programme.

### *Article 3*

#### **Financial contribution**

1. Participation of Montenegro or legal entities established in Montenegro in the EU4Health Programme shall be subject to Montenegro contributing financially to the EU4Health Programme and the related management, execution and operation costs under the general budget of the Union (hereinafter referred to as the 'Union budget').
2. The financial contribution shall take the form of the sum of:
  - a) an operational contribution; and
  - b) a participation fee.
3. The financial contribution shall take the form of an annual payment made in one instalment, and shall be due at the latest in May.
4. The operational contribution shall cover operational and support expenditure of the Programme and be additional both in commitment and payment appropriations to the amounts entered in the Union budget definitively adopted for the EU4Health Programme.
5. The operational contribution shall be based on a contribution key defined as the ratio of the Gross Domestic Product (GDP) of Montenegro at market prices to the GDP of the Union at market prices. The GDPs at market prices to be applied shall be determined by the dedicated Commission services based on the most recent statistical data available for budget calculations in the year prior to the year in which the annual payment is due. Adjustments to this contribution key are laid down in Annex I.
6. The operational contribution shall be calculated applying the contribution key, as adjusted, to the commitment appropriations entered in the Union budget definitively adopted for the applicable year

for financing the EU4Health Programme.

7. The participation fee shall be 4% of the annual initial operational contribution as calculated in accordance with paragraphs 5 and 6 and shall be phased in as set out in Annex I. The participation fee shall not be subject to retrospective adjustments or corrections.

8. The Union shall provide Montenegro with information in relation to its financial participation as included in the budgetary, accounting, performance and evaluation related information provided to the Union budgetary and discharge authorities concerning the EU4Health Programme. That information shall be provided having due regard to the Union's and Montenegro's confidentiality and data protection rules and shall be without prejudice to the information which Montenegro is entitled to receive under Annex II.

9. All contributions of Montenegro or payments from the Union, and the calculation of amounts due or to be received shall be made in euro.

#### *Article 4*

#### **Monitoring, Evaluation and Reporting**

1. Without prejudice to the responsibilities of the Commission, the European Anti-Fraud Office (OLAF) and the Court of Auditors of the European Union in relation to monitoring and evaluation of the EU4Health Programme, the participation of Montenegro in that Programme shall be continuously monitored on a partnership basis involving the Commission and Montenegro.

2. The rules concerning sound financial management, including the financial control, recovery and other antifraud measures in relation to Union funding under this Agreement are laid down in Annex II.

#### *Article 5*

#### **Final provisions**

1. This Agreement shall enter into force on the date on which the Parties have notified each other of the completion of their internal procedures necessary for that purpose.

2. This Agreement shall apply retroactively from 1 January 2024. It shall remain in force for as long as is necessary for all the projects, actions, activities or parts thereof financed from the EU4Health Programme, all the actions necessary to protect the financial interests of the European Union and all the financial obligations stemming from the implementation of this Agreement between the Parties to be completed.

3. The Union and Montenegro may apply this Agreement provisionally in accordance with their respective internal procedures and legislation. The provisional application shall begin on the date on which the Parties have notified each other of the completion of their internal procedures necessary for that purpose.

4. Should Montenegro notify the Commission acting on behalf of the European Union that it will not complete its internal procedures necessary for the entry into force of this Agreement, this Agreement shall cease to apply provisionally on the date of receipt of this notification by the Commission, which shall constitute the cessation date for the purposes of this Agreement.

5. The application of this Agreement may be suspended by the European Union in case of non-payment of the financial or operational contribution due by Montenegro in accordance with point II of

paragraph 3 of Annex I.

Suspension of the application of this Agreement shall be notified by the European Union to Montenegro by a formal letter of notification which shall take effect 15 days following the receipt of this notification by Montenegro.

In case the application of this Agreement is suspended, legal entities established in Montenegro shall not be eligible to participate in award procedures not yet completed when the suspension takes effect. An award procedure shall be considered completed when legal commitments have been entered into as a result of that procedure.

The suspension does not affect the legal commitments entered into with the legal entities established in Montenegro before the suspension took effect. This Agreement shall continue to apply to such legal commitments.

The European Union shall immediately notify Montenegro once the entire amount of the financial or operational contribution due has been received by it. The suspension shall be lifted with an immediate effect upon this notification.

As of the date when the suspension is lifted, legal entities of Montenegro shall be again eligible in award procedures launched after this date and in award procedures launched before this date, for which the deadlines for submission of applications have not expired.

6. Either Party may terminate this Agreement at any time by a written notification informing of the intent to terminate it.

The termination shall take effect three calendar months after the date on which the written notification reaches its addressee. The date on which the termination takes effect shall constitute the termination date for the purposes of this Agreement.

7. Where this Agreement ceases to apply provisionally in accordance with paragraph (4) or is terminated in accordance with paragraph (6), the Parties agree that:

a) projects or actions, activities or parts thereof in respect of which legal commitments have been entered into during the provisional application and/or after the entry into force of this Agreement, and before this Agreement ceases to apply or is terminated shall continue until their completions under the conditions laid down in this Agreement;

(b) the annual financial contribution of the year N during which this Agreement ceases to apply provisionally or is terminated shall be paid entirely in accordance with Article 3.

The Parties shall settle by common consent any other consequences of termination or cessation of provisional application of this Agreement.

8. This Agreement may only be amended in writing by common consent of the Parties. The entry into force of the amendments will follow the same procedure as that applicable for the entry into force of this Agreement.

9. The Annexes to this Agreement shall form an integral part of this Agreement.  
This Agreement shall be drawn up in duplicate in English.

**Done at Brussels on 19 January in the year two thousand twenty-four.**

**FOR THE EUROPEAN UNION**

**FOR MONTENEGRO**

**Stella KYRIAKIDES, sign.**

European Commissioner for Health and Food  
safety

**Dr. Vojislav ŠIMUN, sign.**

Minister of Health

*ANNEX I: Rules governing the financial contribution of Montenegro to the EU4Health Programme (2021-2027)*

*ANNEX II: Sound Financial Management*

## **Annex I**

### **Rules governing the financial contribution of Montenegro to the EU4Health Programme (2021-2027)**

#### **I. Calculation of Montenegro's financial contribution**

1. The financial contribution of Montenegro to the EU4Health Programme shall be established on a yearly basis in proportion to, and in addition to, the amount available each year in the Union budget for commitment appropriations needed for the management, execution and operation of the EU4Health Programme.
2. The participation fee referred to in Article 3(7) of this Agreement shall be phased in as follows:
  - 2024: 2%;
  - 2025: 2,5%;
  - 2026: 3%;
  - 2027: 4%.
3. In accordance with Article 3(5) of this Agreement, the initial operational contribution to be paid by Montenegro for its participation in the EU4Health Programme will be calculated for the respective financial years by applying an adjustment to the contribution key.

The adjustment to the contribution key shall be:

$$\text{Contribution Key Adjusted} = \text{Contribution Key} \times \text{Coefficient}$$

The coefficient used for the above calculation to adjust the contribution key shall be 0.5 for 2024-2027.

## **II. Payment of Montenegro's financial contribution**

1. The Commission shall communicate to Montenegro, as soon as possible and at the latest when issuing the first call for funds of the financial year, the following information:
  - a. the amounts in commitment appropriations in the Union budget definitively adopted for the year in question for the budget lines covering participation of Montenegro, in EU4Health Programme;
  - b. the amount of the participation fee referred to in Article 3(7) of this Agreement.

On the basis of its Draft Budget, the Commission shall provide an estimate of information for the following year under points (a) and (b) as soon as possible, and, at the latest, by 1 September of the financial year.

2. The Commission shall issue, at the latest in April of each financial year, a call for funds to Montenegro corresponding to its contribution under this Agreement.

Each call for funds shall provide for the payment of Montenegro's contribution not later than 30 days after the call for funds is issued.

For the first year of implementation of this Agreement, the Commission shall issue the call for funds within 60 days of the signature of this Agreement.

3. Montenegro shall pay its financial contribution under this Agreement in accordance with point II of this Annex. In the absence of payment by Montenegro by the due date, the Commission shall send a formal letter of reminder.

Any delay in the payment of the financial contribution shall give rise to the payment of default interest by Montenegro on the outstanding amount from the due date.

The interest rate for amounts receivable not paid on the due date shall be the rate applied by the European Central Bank to its principal refinancing operations, as published in the C series of *the Official Journal of the European Union*, in force on the first calendar day of the month in which the due date falls, increased by three and half percentage points.

In case the delay in the payment of the contribution is such that it may significantly jeopardise the implementation and management of the EU4Health Programme, participation of Montenegro in the EU4Health Programme will be suspended by the Commission following the absence of payment 20 working days after a formal letter of reminder, without prejudice to the Union's obligations according to grant agreements and/or contracts already concluded pertaining to the implementation of the indirect actions for which Montenegro was selected.

**Annex II**  
**Sound Financial Management**  
**Protection of financial interests and recovery**

*Article 1*  
**Reviews and audits**

1. The European Union shall have the right to conduct, in accordance with the applicable acts of one or more Union institutions or bodies and as provided in relevant agreements and/or contracts, technical, scientific, financial, or other types of reviews and audits on the premises of any natural person residing in or any legal entity established in Montenegro and receiving European Union funding, as well as any third party involved in the implementation of Union funds residing or established in Montenegro. Such review and audits may be carried out by the agents of the institutions and bodies of the European Union, in particular of the European Commission and the European Court of Auditors, or by other persons mandated by the European Commission.
2. The agents of the institutions and bodies of the European Union, in particular of the Commission and the European Court of Auditors, and the other persons mandated by the Commission, shall have appropriate access to sites, works and documents (both in electronic and paper versions) and to all the information required in order to carry out such audits, including the right of obtaining a physical/electronic copy of, and extracts from, any document or the contents of any data medium held by the audited natural or legal person, or by the audited third party.
3. Montenegro shall not prevent or raise any particular obstacle to the right of entrance in Montenegro and to the access to the premises of the agents and other persons referred to in paragraph 2 on the grounds of the exercise of their duties referred to in this Article.
4. The reviews and audits may be carried out, also after the suspension of application of this Agreement pursuant to its Article 5(3), the cessation of provisional application or its termination, on the terms laid down in the applicable acts of one or more European Union institutions or bodies and as provided in relevant agreements and/or contracts in relation to any legal commitment implementing the European Union budget entered into by the European Union before the date on which the suspension of application of this Agreement pursuant to its Article 5(3), the cessation of provisional application or termination of this Agreement takes effect.

*Article 2*  
**Fight against irregularities, fraud and other criminal offences  
affecting the financial interests of the Union**

1. The European Commission and the European Anti-Fraud Office (OLAF) shall be authorised to carry out administrative investigations, including on-the-spot checks and inspections, on the territory of Montenegro. These investigations shall be carried out in accordance with the terms and conditions established by applicable acts of one or more Union institutions.



2. The Montenegro's competent authorities shall inform the European Commission or OLAF within reasonable time of any fact or suspicion which has come to their notice relating to an irregularity, fraud or other illegal activity affecting the financial interests of the Union.
3. On-the-spot checks and inspections may be carried out on the premises of any natural person residing in or legal entity established in Montenegro and receiving Union funds, as well as of any third party involved in the implementation of Union funds residing or established in Montenegro.
4. On-the-spot checks and inspections shall be prepared and conducted by the Commission or OLAF in close collaboration with the competent Montenegro's authority designated by Montenegro. The designated authority shall be notified a reasonable time in advance of the object, purpose and legal basis of the checks and inspections, so that it can provide assistance. To that end, the officials of the competent Montenegro's authorities may participate in the on-the-spot checks and inspections.
5. Upon request by Montenegro's authorities, the on-the-spot checks and inspections may be carried out jointly with the Commission or OLAF.
6. Commission agents and OLAF staff shall have access to all the information and documentation, including computer data, on the operations concerned, which are required for the proper conduct of the on-the-spot checks and inspections. They may, in particular, copy relevant documents.
7. Where the person, entity or another third party resists an on-the-spot check or inspection, Montenegro's authorities, acting in accordance with national rules and regulations, shall assist the Commission or OLAF, to allow them to fulfil their duty in carrying out an on-the-spot check or inspection. This assistance shall include taking the appropriate precautionary measures under national law, in particular in order to safeguard evidence.
8. The Commission or OLAF shall inform the Montenegro's authorities of the result of such checks and inspections. In particular, the Commission or OLAF shall report as soon as possible to the competent Montenegro's authority any fact or suspicion relating to an irregularity which has come to their notice in the course of the on-the-spot check or inspection.
9. Without prejudice to application of Montenegro's criminal law, the Commission may impose administrative measures and penalties on legal or natural persons of Montenegro participating in the implementation of a programme or activity in accordance with European Union legislation.
10. For the purposes of proper implementation of this Article, the Commission or OLAF and Montenegro's competent authorities shall regularly exchange information and, at the request of one of the parties to this Agreement, consult each other.
11. In order to facilitate effective cooperation and exchange of information with OLAF, Montenegro shall designate a contact point.
12. Information exchanged between the Commission or OLAF and Montenegro's competent authorities shall take place having due regard to the confidentiality requirements. Personal data included in the exchange of information shall be protected in accordance with applicable rules.
13. Montenegro's authorities shall cooperate with the European Public Prosecutor's Office to allow it to fulfil its duty to investigate, prosecute and bring to judgment the perpetrators of, and accomplices to, criminal offences affecting the financial interests of the European Union in accordance with the applicable legislation.

*Article 3*  
**Recovery and enforcement**

1. Decisions adopted by the Commission imposing a pecuniary obligation on legal or natural persons other than States in relation to any claims stemming from the EU4Health Programme shall be enforceable in Montenegro. The order for enforcement shall be appended to the decision, without any other formality than a verification of the authenticity of the decision by the national authority designated for this purpose by Montenegro. Montenegro shall make known its designated national authority to the Commission and the Court of Justice of the European Union. In accordance with Article 4 of this Annex, the European Commission shall be entitled to notify such enforceable decisions directly to persons residing and legal entities established in Montenegro. Enforcement shall take place in accordance with the Montenegro law and rules of procedure.
2. Judgments and orders of the Court of Justice of the European Union delivered in application of an arbitration clause contained in a contract or agreement in relation to Union programmes, activities, actions or projects shall be enforceable in Montenegro in the same manner as Commission decisions referred to in paragraph 1.
3. The Court of Justice of the European Union shall have jurisdiction to review the legality of the decision of the Commission referred to in paragraph 1 and to suspend its enforcement. However, the Courts of Montenegro shall have jurisdiction over complaints that enforcement is being carried out in an irregular manner.

*Article 4*  
**Communication and exchange of information**

The European Union institutions and bodies involved in the implementation of the EU4Health Programme, or in controls over that programme, shall be entitled to communicate directly, including through electronic exchange systems, with any natural person residing in or legal entity established in Montenegro and receiving Union funds, as well as any third party involved in the implementation of Union funds residing or established in Montenegro. Such persons, entities and parties may submit directly to the European Union institutions and bodies all relevant information and documentation which they are required to submit on the basis of the European Union legislation applicable to the EU4Health Programme and of the contracts or agreements concluded to implement that programme.

## SPORAZUM

### između Evropske unije, s jedne strane, i Crne Gore, s druge strane, o pridruživanju Crne Gore programu EU4Health

Evropska komisija (u daljem tekstu: Komisija), u ime Evropske unije,  
s jedne strane,

i

Crna Gora (u daljem tekstu: Crna Gora),  
s druge strane,

u daljem tekstu: Strane

S OBZIROM NA TO da Protokol 8 Sporazuma o stabilizaciji i pridruživanju između evropskih zajednica i njihovih država članica, s jedne strane, i Crne Gore, s druge strane, o opštim načelima učešća Crne Gore u programima Zajednice<sup>4</sup> (u daljem tekstu: Protokol) predviđa u članu 5 da će posebni uslovi u vezi s učešćem Crne Gore u svakom pojedinačnom programu, naročito finansijski doprinos koji se plaća, biti definisani sporazumom, u obliku Memoranduma o razumijevanju između Komisije, koja djeluje u ime Unije, i Crne Gore. Ovaj sporazum predstavlja sporazum naveden u članu 5 Protokola;

S OBZIROM NA TO da je program EU4Health uspostavljen Regulativom Evropskog parlamenta i Savjeta (EU) 2021/522 od 24. marta 2021. godine o uspostavljanju Programa djelovanja Unije u oblasti zdravlja za period od 2021. do 2027. godine i prestanku važenja Regulative (EU) br. 282/2014<sup>5</sup> (u daljem tekstu: Regulativa (EU) 2021/522);

UZIMAJUĆI U OBZIR napore Evropske unije da predvodi odgovor udruživanjem snaga sa svojim međunarodnim partnerima u rješavanju globalnih izazova u skladu s akcionim planom za ljude, planetu i prosperitet u Agendi Ujedinjenih nacija „Transformacija našeg svijeta: Agenda 2030 za održivi razvoj“, i priznajući da su zdravlje i dobrobit ključni elementi za održivi razvoj;

S OBZIROM NA TO da posebne uslove pridruživanja treba definisati sporazumom između Unije i pridružene zemlje;

PRIZNAJUĆI opšta načela kako su navedena u Regulativi (EU) 2021/522;

PODRŽAVAJUĆI opšte ciljeve programa EU4Health za poboljšanje i njegovanje zdravlja u Uniji, podršku promovisanju zdravlja i prevenciji bolesti, zaštitu ljudi u Uniji od ozbiljnih prekograničnih prijetnji, poboljšanje dostupnosti, pristupa i pristupačnosti lijekova i medicinskih sredstava, i jačanje zdravstvenih sistema poboljšanjem njihove otpornosti i efikasnosti resursa;

UZIMAJUĆI U OBZIR zajedničke ciljeve, vrijednosti i snažne veze Strana u oblasti zdravstva; i PRIZNAJUĆI zajedničku želju Strana da razvijaju, jačaju, stimulišu i proširuju svoje odnose i saradnju u okviru njih,

SAGLASILE SU SE O SLJEDEĆEM:

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<sup>4</sup> Sl. list L 108, 29.4.2010, str. 3.

<sup>5</sup> Sl. list L107, 26.3.2021, str. 1, . ELI: <http://data.europa.eu/eli/reg/2021/522/oj>.

## **Član 1**

### **Opseg pridruživanja**

Crna Gora učestvuje kao pridružena država i doprinosi svim djelovima programa EU4Health uspostavljenog Regulativom (EU) 2021/522 u njenoj posljednjoj verziji.

## **Član 2**

### **Uslovi učešća u programu EU4Health**

1. Crna Gora učestvuje u programu EU4Health u skladu s uslovima utvrđenim u Protokolu i prema uslovima navedenim u ovom sporazumu, u pravnom aktu iz člana 1 ovog sporazuma, kao i u svim ostalim pravilima koja se odnose na implementaciju programa EU4Health, u njihovim posljednjim verzijama.
2. Osim ako je drugačije predviđeno uslovima iz stava 1 ovog člana, pravni subjekti osnovani u Crnoj Gori mogu učestvovati u aktivnostima programa EU4Health pod uslovima jednakima onima koji se primjenjuju na pravne subjekte osnovane u Uniji, uključujući poštovanje restriktivnih mjera Evropske unije<sup>6</sup>.
3. Predstavnici Crne Gore imaju pravo da učestvuju kao posmatrači u odboru iz člana 23 Regulative (EU) 2021/522, bez prava glasa i u okviru tačaka dnevnog reda koje se tiču Crne Gore. Odbor se sastaje bez prisustva predstavnika Crne Gore u vrijeme glasanja. Crna Gora će biti obaviještena o rezultatu.
4. Putne troškove i dnevnice koje predstavnici i eksperti Crne Gore budu imali u svrhu učestvovanja kao posmatrači u radu odbora kako je navedeno u članu 23 Regulative (EU) 2021/522 ili na drugim sastancima vezanim za implementaciju programa EU4Health nadoknađuje Evropska unija na istoj osnovi i u skladu s postupcima koji su na snazi za predstavnike i eksperte država članica Evropske unije.
5. Strane će uložiti sve napore, u okviru postojećih odredaba, da olakšaju slobodno kretanje i boravak učesnika u aktivnostima obuhvaćenim ovim sporazumom i da olakšaju prekogranično kretanje roba i usluga namijenjenih za korišćenje u takvim aktivnostima.
6. Crna Gora će preduzeti sve potrebne mjere, prema potrebi, kako bi obezbijedila da robe i usluge, kupljene u Crnoj Gori ili uvezene u Crnu Goru, koje su djelimično ili u cjelosti finansirane u skladu s ugovorima o bespovratnim sredstvima i/ili ugovorima zaključenim za realizaciju aktivnosti u skladu s ovim sporazumom, budu oslobođene carina, uvoznih dažbina i drugih fiskalnih davanja, uključujući PDV, koji se primjenjuju u Crnoj Gori.
7. Engleski jezik se koristi za postupke u vezi sa zahtjevima, ugovore i izvještaje, kao i za ostale administrativne aspekte programa EU4Health.

## **Član 3**

### **Finansijski doprinos**

1. Učešće Crne Gore ili pravnih lica osnovanih u Crnoj Gori u programu EU4Health podliježe obavezi Crne Gore da plaća finansijski doprinos programu EU4Health i povezane troškove upravljanja, izvršenja i rada u okviru opšteg budžeta Unije (u daljem tekstu: budžet Unije).

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<sup>6</sup> Restriktivne mjere Evropske unije donose se u skladu s Ugovorom o Evropskoj uniji ili Ugovorom o funkcionisanju Evropske unije.

2. Finansijski doprinos predstavlja zbir:
  - c) operativnog doprinosa; i
  - d) naknade za učešće.
3. Plaćanje finansijskog doprinosa vršice se u obliku godišnjeg plaćanja u jednoj rati, a dostiže najkasnije u maju.
4. Operativni doprinos pokriva operativne rashode i rashode za podršku Programu i predstavlja dodatni iznos kako u odobrenim sredstvima za preuzete obaveze tako i u odobrenim sredstvima za plaćanja u odnosu na iznose unesene u budžet Unije koji je konačno usvojen za potrebe programa EU4Health.
5. Operativni doprinos zasniva se na ključu za računanje doprinosa koji se definiše kao odnos bruto domaćeg proizvoda (BDP) Crne Gore po tržišnim cijenama prema BDP-u Unije po tržišnim cijenama. BDP po tržišnim cijenama koji će se primjenjivati utvrđuju posebne službe Komisije na osnovu najnovijih statističkih podataka dostupnih za obračun budžeta u godini koja prethodi godini u kojoj se vrši godišnja uplata. Prilagođavanja ovog ključa za računanje doprinosa navode se u Aneksu I.
6. Operativni doprinos obračunava se primjenom ključa za računanje doprinosa, sa prilagođavanjima, na odobrena sredstva za preuzete obaveze unesene u budžet Unije koji je konačno usvojen za odgovarajuću godinu za finansiranje programa EU4Health.
7. Naknada za učešće iznosi 4 % godišnjeg početnog operativnog doprinosa koji se izračunava u skladu sa st. 5 i 6 i postepeno se uvodi na način utvrđen u Aneksu I. Naknada za učešće ne može se retroaktivno prilagođavati ili korigovati.
8. Unija pruža Crnoj Gori informacije u vezi s njenim finansijskim učešćem koje su uključene u informacije o budžetu, računovodstvu, rezultatima i evaluaciji i koje se dostavljaju organima Unije za budžet i izvršenje budžeta u vezi s programom EU4Health. Predmetne informacije dostavljaju se uz poštovanje pravila povjerljivosti i zaštite podataka Unije i Crne Gore i ne dovode se u pitanje informacije koje Crna Gora ima pravo da dobije prema Aneksu II.
9. Svi doprinosi Crne Gore ili plaćanja iz Unije, kao i iznosi koji se isplaćuju ili primaju obračunavaju se u eurima.

#### *Član 4*

#### **Praćenje, evaluacija i izvještavanje**

1. Ne dovodeći u pitanje odgovornosti Komisije, Evropske kancelarije za borbu protiv prevara (OLAF) i Evropskog revizorskog suda u vezi s praćenjem i evaluacijom programa EU4Health, učešće Crne Gore u tom programu kontinuirano se prati na osnovu partnerstva između Komisije i Crne Gore.
2. Pravila koja se odnose na dobro finansijsko upravljanje, uključujući finansijsku kontrolu, povraćaj i druge mjere protiv prevara u vezi s finansiranjem Unije u skladu s ovim sporazumom, utvrđena su u Aneksu II.

## Član 5

### Završne odredbe

1. Ovaj sporazum stupa na snagu na dan kada Strane obavijeste jedna drugu o završetku svojih internih procedura koje su neophodne za tu svrhu.

2. Ovaj sporazum se primjenjuje retroaktivno od 1. januara 2024. godine. Sporazum ostaje na snazi onoliko dugo koliko je potrebno za sve projekte, radnje, aktivnosti ili njihove djelove koji se finansiraju iz programa EU4Health, sve radnje potrebne za zaštitu finansijskih interesa Evropske unije i sve finansijske obaveze koje proizilaze iz implementacije ovog sporazuma između Strana koje treba da se ispune.

3. Unija i Crna Gora mogu privremeno primjenjivati ovaj sporazum u skladu sa svojim internim procedurama i zakonodavstvom. Privremena primjena počinje na dan kada Strane obavijeste jedna drugu o završetku svojih internih procedura koje su neophodne za tu svrhu.

4. U slučaju da Crna Gora obavijesti Komisiju koja djeluje u ime Evropske unije da neće završiti svoje interne procedure koje su neophodne za stupanje na snagu ovog sporazuma, ovaj sporazum prestaje da se privremeno primjenjuje na dan kada Komisija primi obavještenje, što za potrebe ovog sporazuma predstavlja datum prestanka primjene.

5. Evropska unija može obustaviti primjenu ovog sporazuma u slučaju neplaćanja finansijskog ili operativnog doprinosa koji Crna Gora plaća u skladu s tačkom II stava 3 Aneksa I.

Evropska unija obavještava Crnu Goru o obustavi primjene ovog sporazuma zvaničnim pismom obavještenja koje stupa na snagu 15 dana nakon što Crna Gora primi ovo obavještenje.

U slučaju obustave primjene ovog sporazuma, pravna lica osnovana u Crnoj Gori neće imati pravo da učestvuju u postupcima dodjele koji još nijesu završeni kada obustava stupi na snagu. Postupak dodjele smatra se završenim kada su preuzete zakonske obaveze kao rezultat tog postupka.

Obustava ne utiče na zakonske obaveze preuzete prema pravnim licima osnovanim u Crnoj Gori prije nego što je obustava stupila na snagu. Ovaj sporazum nastavlja da se primjenjuje na takve pravne obaveze.

Evropska unija bez odlaganja obavještava Crnu Goru kada primi cjelokupan iznos dospjelog finansijskog ili operativnog doprinosa. Obustava se ukida i trenutno stupa na snagu nakon prijema ovog obavještenja.

Od datuma ukidanja obustave, pravna lica Crne Gore ponovo stiču pravo učešća u postupcima dodjele koji su pokrenuti nakon ovog datuma i u postupcima dodjele koji su pokrenuti prije ovog datuma, a za koje rokovi za podnošenje prijave nijesu istekli.

6. Svaka Strana može u bilo kojem trenutku raskinuti ovaj sporazum dostavljanjem pismenog obavještenja o svojoj namjeri da sporazum raskine.

Raskid stupa na snagu tri kalendarska mjeseca nakon datuma prijema pismenog obavještenja od strane primaoca. Datum kada raskid stupa na snagu predstavlja datum raskida za potrebe ovog sporazuma.

7. U slučaju prestanka privremene primjene ovog sporazuma u skladu sa stavom 4 ili njegovog raskida u skladu sa stavom 6, Strane su saglasne da se:

a) projekti ili akcije, aktivnosti ili njihovi djelovi u vezi s kojima su preuzete zakonske obaveze tokom privremene primjene i/ili nakon stupanja na snagu ovog sporazuma, a prije prestanka privremene primjene ili raskida ovog sporazuma, nastavljaju do njihovog završetka pod uslovima utvrđenim ovim sporazumom;

(b) godišnji finansijski doprinos za godinu „N“ u kojoj nastupi prestanak privremene primjene ili raskid ovog sporazuma plaća se u cjelosti u skladu s članom 3.

Strane sporazumno rješavaju sve druge posljedice raskida ili prestanka privremene primjene ovog sporazuma.

8. Ovaj sporazum se može izmijeniti i dopuniti isključivo u pisanoj formi uz obostranu saglasnost strana. Izmjene i dopune stupaju na snagu u skladu s istom procedurom koja važi za stupanje na snagu ovog sporazuma.

9. Aneksi čine sastavni dio ovog sporazuma.

Ovaj sporazum je sačinjen u dva primjerka na engleskom jeziku.

**Potpisano u Briselu, dana 19. januara 2024. godine.**

**ZA EVROPSKU UNIJU**

**ZA CRNU GORU**

**Stela KIRIAKIDES, s.r.**

evropska komesarica za zdravlje i bezbjednost  
hrane

**Dr. Vojislav ŠIMUN, s.r.**

ministar zdravlja

*ANEKS I: Pravila koja uređuju finansijski doprinos Crne Gore programu EU4Health (2021-2027)*

*ANEKS II: Dobro finansijsko upravljanje*

## **Aneks I**

### **Pravila koja uređuju finansijski doprinos Crne Gore programu EU4Health (2021-2027)**

#### **I. Izračunavanje finansijskog doprinosa Crne Gore**

1. Finansijski doprinos Crne Gore programu EU4Health utvrđuje se na godišnjem nivou srazmjerno i pored iznosa koji se svake godine u budžetu Unije odvajaju za odobrena sredstva za preuzete obaveze potrebna za upravljanje, izvršenje i rad programa EU4Health.
2. Naknada za učešće iz člana 3 stav 7 ovog sporazuma postepeno se uvodi na sljedeći način:
  - 2024: 2%;
  - 2025: 2,5%;
  - 2026: 3%;
  - 2027: 4%.

3. U skladu s članom 3 stav 5 ovog sporazuma, početni operativni doprinos koji Crna Gora treba da plati za učešće u programu EU4Health računa se za odgovarajuće finansijske godine primjenom prilagođavanja ključa za računanje doprinosa.

Prilagođavanje ključa za računanje doprinosa je sljedeće:

Prilagođeni ključ za računanje doprinosa = Ključ za računanje doprinosa  $\times$  *Koeficijent*

Koeficijent koji se koristi za navedeni proračun radi prilagođavanja ključa za računanje doprinosa iznosi 0,5 za period od 2024. do 2027. godine.

## **II. Uplate finansijskog doprinosa Crne Gore**

2. Komisija dostavlja Crnoj Gori, u što kraćem roku, a najkasnije prilikom objavljivanja prvog poziva za uplatu sredstava za datu finansijsku godinu, sljedeće podatke:

- a. iznose odobrenih sredstava za preuzete obaveze u budžetu Unije koji je konačno usvojen za datu godinu za budžetske linije koje pokrivaju učešće Crne Gore u programu EU4Health;
- b. iznos naknade za učešće naveden u članu 3 stav 7 ovog sporazuma.

Na osnovu nacrtu budžeta, Komisija dostavlja procjenu informacija za narednu godinu prema tač. a i b u što kraćem roku, a najkasnije do 1. septembra finansijske godine.

3. Komisija najkasnije u martu svake finansijske godine objavljuje poziv Crnoj Gori za uplatu sredstava koja odgovaraju njenom doprinosu prema ovom sporazumu.

Svaki poziv za uplatu sredstava predviđa uplatu doprinosa Crne Gore najkasnije 30 dana nakon objavljivanja poziva za uplatu sredstava.

Za prvu godinu implementacije ovog sporazuma Komisija objavljuje poziv za uplatu sredstava u roku od 60 dana od potpisivanja ovog sporazuma.

4. Crna Gora uplaćuje svoj finansijski doprinos prema ovom sporazumu u skladu s tačkom II ovog aneksa. Ukoliko do datuma dospijea Crna Gora ne izvrši plaćanje, Komisija šalje formalno pismo opomene.

Svako kašnjenje u plaćanju finansijskog doprinosa dovodi do plaćanja zatezne kamate od strane Crne Gore na preostali iznos od datuma dospijea.

Kamatna stopa za dospjeli iznos neplaćen na datum dospijea predstavlja stopu koju primjenjuje Evropska centralna banka u okviru svoje osnovne djelatnosti refinansiranja, kako je objavljeno u seriji C *Službenog lista Evropske unije*, koja je na snazi prvog kalendarskog dana u mjesecu u koji pada datum dospijea, uvećan za tri i po procentna poena.

U slučaju da je kašnjenje u plaćanju doprinosa takvo da može značajno ugroziti implementaciju i upravljanje programom EU4Health, Komisija će obustaviti učešće Crne Gore u programu EU4Health nakon izostanka uplate 20 radnih dana nakon formalnog pisma opomene, ne dovodeći u pitanje obaveze Unije prema ugovorima o dodjeli bespovratnih sredstava i/ili već sklopljenim ugovorima koji se odnose na implementaciju indirektnih aktivnosti za koje je Crna Gora odabrana.



## **Aneks II**

### **Dobro finansijsko upravljanje**

#### **Zaštita finansijskih interesa i povraćaj**

##### **Član 1**

##### **Kontrole i revizije**

1. Evropska unija ima pravo da, u skladu s važećim aktima jedne ili više institucija ili organa Unije i u skladu s relevantnim sporazumima i/ili ugovorima, sprovodi tehničke, naučne, finansijske ili druge vrste kontrola i revizija u prostorijama svakog fizičkog lica s prebivalištem ili svakog pravnog lica osnovanog u Crnoj Gori koje prima sredstva Evropske unije, kao i svake treće strane uključene u sprovođenje fondova Unije s prebivalištem ili osnovane u Crnoj Gori. Takvu kontrolu i revizije mogu sprovoditi agenti institucija i organa Evropske unije, naročito Evropske komisije i Evropskog revizorskog suda, ili druga lica ovlašćena od strane Evropske komisije.

2. Agenti institucija i organa Evropske unije, naročito Komisije i Evropskog revizorskog suda, i druga lica ovlašćena od strane Komisije, imaju odgovarajući pristup lokacijama, radovima i dokumentima (i u elektronskoj i u papirnoj formi) i svim informacijama neophodnim za sprovođenje datih revizija, uključujući pravo dobijanja fizičkog/elektronskog primjerka i izvoda iz dokumenta ili sadržaja bilo kog medija za skladištenje podataka koji se nalazi u posjedu fizičkog ili pravnog lica koje je predmet revizije, ili treće strane koja je predmet revizije.

3. Crna Gora ne sprečava niti postavlja bilo kakva ograničenja u pogledu prava ulaska u Crnu Goru i pristupa prostorijama za agente ili druga lica navedena u stavu 2 po osnovu izvršenja njihovih dužnosti iz ovog člana.

4. Kontrole i revizije mogu se vršiti i nakon obustave sprovođenja ovog sporazuma u skladu s članom 5 stav 3, prestanka privremene primjene ili njegovog raskida, pod uslovima utvrđenim u važećim aktima jedne ili više institucija ili organa Evropske unije i kako je predviđeno u relevantnim sporazumima i/ili ugovorima u vezi sa svim zakonskim obavezama kojima se sprovodi budžet Evropske unije, a koje je preuzela Evropska unija prije stupanja na snagu obustave sprovođenja ovog sporazuma u skladu s članom 5 (3), prestanka privremene primjene ili njegovog raskida.

##### **Član 2**

##### **Suzbijanje nepravilnosti, prevara i drugih krivičnih djela koja utiču na finansijske interese Unije**

1. Evropska komisija i Evropska kancelarija za borbu protiv prevara (OLAF) ovlašćeni su da sprovode upravne istrage, uključujući provjere i inspekcije na licu mjesta, na teritoriji Crne Gore. Ove istrage sprovode se u skladu s uslovima utvrđenim važećim aktima jedne ili više institucija Unije.

2. Nadležni organi Crne Gore obavještavaju Evropsku komisiju ili OLAF-a u razumnom roku o svakoj činjenici ili sumnji do koje su došli u vezi s nepravilnostima, prevarom ili drugim nezakonitim aktivnostima koje utiču na finansijske interese Unije.

3. Provjere i inspekcije na licu mjesta mogu se vršiti u prostorijama svakog fizičkog lica s prebivalištem ili svakog pravnog subjekta osnovanog u Crnoj Gori koji prima sredstva Unije, kao i svake treće strane uključene u sprovođenje fondova Unije s prebivalištem ili osnovane u Crnoj Gori.

4. Provjere i inspekcije na licu mjesta priprema i sprovodi Komisija ili OLAF u bliskoj saradnji s nadležnim organom Crne Gore koji imenuje Crna Gora. Imenovani organ se unaprijed obavještava u razumnom roku o cilju, svrsi i pravnom osnovu za provjere i inspekcije, kako bi mogao da pruži pomoć.

U tom cilju, službenici nadležnih organa Crne Gore mogu učestvovati u provjerama i inspekcijama na licu mjesta.

5. Na zahtjev nadležnih organa Crne Gore, provjere i inspekcije na licu mjesta mogu se sprovesti zajedno s Komisijom ili OLAF-om.

6. Agenti Komisije i zaposleni u OLAF-u imaju pristup svim informacijama i dokumentaciji, uključujući kompjuterske podatke, o konkretnim operacijama, koji su neophodni za pravilno sprovođenje provjera i inspekcija na licu mjesta. Oni, konkretno, mogu i da umnožavaju relevantne dokumente.

7. Ako se lice, subjekat ili druga treća strana protivi provjeri ili inspekciji na licu mjesta, nadležni organi Crne Gore, postupajući u skladu s nacionalnim pravilima i propisima, pomažu Komisiji ili OLAF-u kako bi im omogućili da ispune svoje dužnosti sprovođenjem provjere ili inspekcije na licu mjesta. Ova pomoć podrazumijeva i preduzimanje odgovarajućih mjera predostrožnosti u skladu s nacionalnim zakonodavstvom, naročito u cilju zaštite dokaza.

8. Komisija ili OLAF obavještavaju organe Crne Gore o rezultatima takvih provjera i inspekcija. Konkretno, Komisija ili OLAF bez odlaganja prijavljuju nadležnim organima Crne Gore svaku činjenicu ili sumnju u vezi s nepravilnošću koju su uočili prilikom provjere ili inspekcije na licu mjesta.

9. Ne dovodeći u pitanje primjenu krivičnog prava Crne Gore, Komisija može izreći upravne mjere i kazne pravnim ili fizičkim licima u Crnoj Gori koja učestvuju u sprovođenju programa ili aktivnosti u skladu sa zakonodavstvom Evropske unije.

10. Za potrebe pravilnog sprovođenja ovog člana, Komisija ili OLAF i nadležni organi Crne Gore redovno razmjenjuju informacije i, na zahtjev jedne od strana ovog sporazuma, međusobno se konsultuju.

11. Kako bi se omogućila djelotvorna saradnja i razmjena informacija s OLAF-om, Crna Gora imenuje kontaktnu tačku.

12. Razmjena informacija između Komisije ili OLAF-a i nadležnih organa Crne Gore odvija se uz dužno poštovanje zahtjeva povjerljivosti. Podaci o ličnosti uključeni u razmjenu informacija štite se u skladu s važećim pravilima.

13. Organi Crne Gore saraduju s Evropskim javnim tužilaštvom kako bi mu omogućili da ispuni svoju dužnost istrage, gonjenja i izvođenja pred sud učinilaca i saučesnika u krivičnim djelima koja utiču na finansijske interese Evropske unije u skladu s važećim zakonodavstvom.

### **Član 3** **Povraćaj i izvršenje**

1. Odluke Komisije kojima se izriče novčana obaveza pravnim ili fizičkim licima koja nijesu države u vezi s bilo kojim potraživanjima koja proističu iz programa EU4Health izvršne su u Crnoj Gori. Potvrda o izvršnosti prilaže se uz odluku, bez drugih formalnosti osim provjere vjerodostojnosti odluke od strane nacionalnog organa koga za ovu svrhu imenuje Crna Gora. Crna Gora saopštava Komisiji i Sudu pravde Evropske unije koji je nacionalni organ imenovan. U skladu s članom 4 ovog aneksa, Evropska komisija ima pravo da o izvršnim odlukama neposredno obavijesti lica s prebivalištem i pravna lica osnovana u Crnoj Gori. Izvršenje se vrši u skladu sa zakonom i pravilima postupka Crne Gore.

2. Presude i nalozi Suda pravde Evropske unije doneseni na osnovu arbitražne odredbe sadržane u ugovoru ili sporazumu u vezi s programima, aktivnostima, akcijama ili projektima Unije izvršni su u Crnoj Gori na isti način kao i odluke Komisije navedene u stavu 1.

3. Sud pravde Evropske unije je nadležan da preispituje zakonitost odluke Komisije navedene u stavu 1 i da obustavi njeno izvršenje. Međutim, za pritužbe na nepravilnosti u postupku izvršenja, nadležni su sudovi u Crnoj Gori.

#### **Član 4**

##### **Komunikacija i razmjena informacija**

Institucije i organi Evropske unije uključeni u implementaciju programa EU4Health ili u kontrolu tog programa imaju pravo na neposrednu komunikaciju, između ostalog i putem sistema elektronske razmjene, sa svakim fizičkim licem s prebivalištem ili pravnim licem osnovanim u Crnoj Gori koje prima sredstva Unije, kao i sa svakom trećom stranom uključenom u sprovođenje fondova Unije s prebivalištem ili osnovanom u Crnoj Gori. Data lica, subjekti i strane mogu institucijama i organima Evropske unije neposredno dostaviti sve relevantne informacije i dokumentaciju koju su u obavezi da dostave po osnovu zakonodavstva Evropske unije koje važi za program EU4Health i ugovora ili sporazuma sklopljenih radi sprovođenja tog programa.

#### **Član 3**

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

Broj: \_\_\_\_\_

Podgorica, \_\_\_\_\_ 2024. godine

**Vlada Crne Gore**

**Predsjednik,  
mr Milojko Spajić**