



Crna Gora
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INFORMACIJA

**o zaključivanju Međunarodnog sporazuma između
Evropske Unije i Crne Gore
o učešću Crne Gore u programu Unije
„Single Market Programme 2021-2027”- EU Program
jedinstvenog tržišta,
sa predlogom Sporazuma**

Podgorica, maj 2022. godine

Prethodni period uspješne saradnje sa Evropskom komisijom nesumnjivo je pokazao koliko je Crna Gora odlučna u svojoj namjeri da postane kredibilan dio evropske porodice, istovremeno koristeći većinu dostupnih instrumenata EU za razvoj svojih kapaciteta i potencijala.

Dobrosusjedski odnosi i regionalna saradnja čine suštinski dio procesa pristupanja Crne Gore Evropskoj uniji. Crna Gora ostaje posvećena regionalnoj saradnji i imaće aktivnu ulogu u izgradnji stabilnijeg i sigurnijeg regiona kroz učešće u različitim inicijativama i programima.

Program za preduzetništvo i inovacije (Entrepreneurship and Innovation Programme - EIP), kao jedan od segmenata Okvirnog Programa za konkurentnost i inovacije 2007-2013 (Competitiveness and Innovation Programme - CIP), a kasnije Okvirni Program za konkurentnost malih i srednjih preduzeća 2014-2020 (Competitiveness of Enterprises and Small and Medium-sized Enterprises - COSME) omogućavao je malim i srednjim preduzećima jednostavniji i efikasniji pristup Evropskoj uniji, kroz razne vidove pomoći razvoju inovacija u preduzetništvu, prvenstveno kroz Evropsku mrežu preduzetništva (Enterprise Europe Network – EEN) i Erasmus za mlade preduzetnike (Erasmus for Young Entrepreneurs – EYE), obezbjeđivanjem lakšeg pristupa finansijskim sredstvima za pokretanje i razvoj MSP, zatim podršku razvoju biznisa i inovacijama kroz mrežu regionalnih centara kao i promociju saradnje između malih i srednjih preduzeća u oblasti prekogranične saradnje, sa naglaskom na aktivnosti u oblasti turizma, unapređenja uslova za poslovanje u pogledu klastera, promociju preduzetništva i podsticanje preduzetničke kulture, internacionalizaciju malih i srednjih preduzeća sa posebnom podrškom ženama u biznisu.

Cijeneci pozitivna iskustva stečena kroz učešće crnogorskih institucija u prethodnim programima, Crna Gora je u aprilu 2021. godine pokrenula formalnu proceduru i dostavila Evropskoj komisiji Pismo o zainteresovanosti za uključjenje u program EU - Single Market Programme 2021-2027 (SMP).

Time je iskazala spremnost da se pridruži novom strateškom i integrisanom pristupu koji će evropskim malim i srednjim preduzećima omogućiti da u potpunosti iskoriste funkcionalno jedinstveno tržište.

Na ovaj način je započet proces i iskazana želja za obezbjeđivanjem preduslova crnogorskim preduzećima za učešće u ovom EU programu, sa nadom da će što više mladih, potencijalnih i postojećih preduzetnika uzeti učešće i iskoristiti benefite koje ovaj program pruža.

Naime, SMP je program za unutrašnje tržište, konkurentnost preduzeća, uključujući mala i srednja preduzeća, oblast bilja, životinja, hrane i stočne hrane i evropske statistike.

SMP sa budžetom od 4,2 milijarde eura ima za cilj jačanje vidljivosti jedinstvenog tržišta, da postane pokretač rasta, radnih mjesta i otpornosti, fokusirajući se na ekonomski oporavak svakog industrijskog ekosistema kroz fleksibilniju strukturu programa.

U skladu sa pismom interesovanja o učešću Crne Gore u ovom programu EU, Generalni direktorat EK za unutrašnje tržište, industriju, preduzetništvo i MSP (odnosno DG Grow) je pozvao Crnu Goru na početak pregovora o pridruživanju SMP.

U novembru 2021. godine je održan prvi zvanični informativni sastanak, na kojem je potvrđen „pridruženi status“ Programu (*Associated country*), koji omogućava Crnoj Gori da na ravnopravnoj osnovi sa državama članicama EU kandiduje projekte koji su namijenjeni podršci razvoju konkurentnosti i inovativnim kapacitetima, sa posebnim naglaskom na potrebe malog i srednjeg biznisa i preduzetništva.

Na poziv Evropske komisije, tačnije DG Grow-a, 24. marta 2022. godine je održan prvi zvanični sastanak, odnosno prva runda pregovora. Cilj prve runde pregovora jeste predstavljanje Programa, njegovih stubova podrške, Nacrta Sporazuma sa pratećom dokumentacijom, kao i pružanje dodatnih pojašnjenja djelova koji su od interesa za crnogorsku stranu, odnosno postizanje dogovora oko nespornih djelova.

SMP 2021-2027 objedinjava više dosadašnjih programa podrške EU, i čine ga 6 pojedinačnih oblasti/stubova aktivnosti:

1. Efikasnije unutrašnje tržište,
2. Konkurentnost i održivost malih i srednjih preduzeća,
3. Efikasnije funkcionisanje unutrašnjeg tržišta kroz standardizaciju,
4. Promocija interesa potrošača i obezbjeđivanje veće zaštite potrošača i bezbjednost proizvoda,
5. Visok nivo zdravlja i bezbjednosti za ljude, životinje i biljke u lancu ishrane, i
6. Izrada i prenošenje visokokvalitetnih statističkih podataka o Evropi.

Stub 1 - Efikasnije unutrašnje tržište

➤ Šta predstavlja?

Ova stub predstavlja regulatorni okvir za tržišni nadzor koga čini sektorsko zakonodavstvo za pojedine grupe proizvoda i Regulativa EU 2019/1020 o tržišnom nadzoru, čiji je cilj unapređenje saradnje i razmjene informacija između organa tržišnog nadzora, adresiranje izazova u oblasti tržišnog nadzora, definisanje uloge EK i specificiranje obima EU finansiranja u kontekstu tržišnog nadzora.

➤ Šta može donijeti našim institucijama i preduzećima?

Pored eksterne i interne ekspertize koja će biti usmjerena isključivo na zemlje članice EU, aktivnost/inicijativa u okviru SMP koja će biti dostupna i trećim zemljama odnosi se na grantove – finansijske pozive, organima tržišnog nadzora i nevladinim organizacijama, za sprovođenje zajedničkih akcija (Joint Actions) tj. finansiranje ispitivanja proizvoda i brojne horizontalne aktivnosti kao što su nadzor u kontekstu e-trgovine, uputstva za primjenu EU zakonodavstva i sl. Pozivi za finansiranje zajedničkih aktivnosti će se objavljivati na godišnjem nivou, a uslov za učešće jeste zajednička prijava organa tržišnog nadzora iz 3 zemlje članice EU odnosno zemlje potpisnice Sporazuma o pristupanju SMP. Fokus je na finansijskim uslugama i finansijskoj stabilnosti i integraciji tržišta kapitala širom EU, kao i održivim i digitalnim finansijama kao dijelu Green Deal-a. Sredstva su uglavnom usmjerena za podršku aktivnostima DG FISMA-e, kao što su IT sistemi, studije, procjene usklađenosti, baze podataka, komunikacija, članarine itd.

Stub 2 - Konkurentnost i održivost malih i srednjih preduzeća

➤ Šta predstavlja?

Specifični ciljevi MSP stuba uključuju podršku klasterima, kao i ostalim poslovnim mrežama i organizacijama; pristup tržištima (uključujući internacionalizaciju); podršku preduzetništvu i preduzetničkim vještinama; stvaranje povoljnog poslovnog ambijenta, digitalnu transformaciju, nove poslovne mogućnosti, uključujući socijalnu ekonomiju i inovativne poslovne modele; konkurentnost industrijskih ekosistema i sektora, razvoj industrijskih lanaca vrijednosti, modernizaciju industrije, podršku zelenoj, digitalnoj i otpornoj ekonomiji.

➤ Šta može donijeti našim institucijama i preduzećima?

SMP nastavlja aktivnosti započete kroz COSME program, aktivnosti u okviru Evropske mreže preduzetništva (*European Enterprise Network - EEN*), Erasmus za mlade preduzetnike (*Erasmus for Young Entrepreneurs - EYE*), IS MSP Helpdesk (*IP SME Helpdesk*), turizam, zajedničke klasterne inicijative i dr.

Što se tiče višegodišnjih aktivnosti, u okviru MSP komponente za period 2021-2024, obezbijeđeni su grantovi za EEN sa budžetom od 160 miliona eura, dok je za EYE planirano 42 miliona eura, a za Joint Cluster Initiatives 40 miliona eura. Pored ovih, u godišnjim programima postoje i drugi grantovi koji će biti posvećeni konkretnim projektima, pa je za 2022. godinu obezbijeđen grant od 20,5 miliona eura za turizam odnosno grant od 6 miliona eura za ozelenjavanje MSP i ekosistem socijalne ekonomije kroz transnacionalnu saradnju. Kada su u pitanju nabavke, svi pozivi koji se odnose na MSP su otvoreni i za zemlje koje su zaključile

sporazum o učešću u EU ugovorima o nabavkama (npr. Sporazumi o stabilizaciji i pridruživanju). Neke od aktivnosti koje su u skladu sa Programom rada inicirane u 2021. i 2022. godini odnose se na: Monitoring učinka EU industrije i industrijskih ekosistema (1,5 miliona eura), Krizni menadžment i upravljanje u turizam (900.000 eura), Međunarodni IS MSP Helpdesk (6 miliona eura), Podsticanje inovativnih, pametnih i inkluzivnih rješenja MSP u turizmu - nagrade za Evropsku prestonicu pametnog turizma i *European Destinations of Excellence* (2 miliona eura), Evropski portal – integrirana podrška MSP i zainteresovanim stranama u turizmu (3,25 miliona eura) i dr. Pored grantova i nabavki, MSP stub predviđa indirektna upravljanja čiji su korisnici EU institucije (npr. IS vaučeri – EUIPO i dr.).

Pozivi su otvoreni za zemlje za koje su pregovori u toku, ali će potpisivanje ugovora biti moguće tek nakon ratifikacije Sporazuma o pristupanju. Ključne višegodišnje aktivnosti, EEN, EYE i klasteri, otvorene su za pridružene zemlje. Takođe, pridruženim zemljama će biti omogućeno učešće u radnim tijelima SMP, COSME komitetu i sl, dok će EK nastaviti da prati pripremu budućih poziva kako bi se osiguralo učešće pridruženih zemalja u svim aktivnostima i inicijativama u okviru ove komponente SMP.

Iz EK su notirali da je CG uputila predlog za EEN i poziv za klastere, pozdravljajući i ohrabrujući CG za prijavu i na ostale tekuće i buduće pozive.

Stub 3 - Efikasnije funkcionisanje unutrašnjeg tržišta kroz standardizaciju

➤ Šta predstavlja?

Stub Standardizacija, pored segmenta kojim upravlja DG GROW, sadrži i segment iz nadležnosti Generalnog Direktorata za finansijsku stabilnost, finansijske usluge i tržište kapitala Unije (DG FISMA), a koji ima za cilj da se podrže visokokvalitetni međunarodni standardi finansijskog i nefinansijskog izvještavanja i revizije, olakša njihova integracija u EU zakonodavstvu i promovišu inovacije i razvoj najboljih praksi u korporativnom izvještavanju.

➤ Šta može donijeti našim institucijama i preduzećima?

U skladu sa Regulativom SMP, sredstva opredijeljena za ovu komponentu će biti na raspolaganju za finansiranje inicijativa i aktivnosti evropskih organizacija za standardizaciju (CEN/Cenelec) i evropskih organizacija koje zastupaju interese MSP, potrošača, organizacija za zaštitu životne sredine i društvene interese u skladu sa čl. 15 i 16 Regulative EU 1025/2012 koja se odnosi na evropsku standardizaciju, te da u dijelu ove komponente stuba Standardizacija nisu predviđene aktivnosti za učešće trećih zemalja.

Istaknuto je da EU zahtijeva da kompanije koje se kotiraju na berzi izvještavaju u skladu sa međunarodnim standardima finansijskog izvještavanja i stoga u okviru ovog podstuba se pruža prvenstveno budžetska podrška kroz grantove Fondaciji za međunarodne standarde finansijskog izvještavanja (IFRS) koja daje savjete o ovim standardima. IFRS Fondacija razvija međunarodne standarde finansijskog izvještavanja (IFRSs) preko svog Odbora za međunarodne računovodstvene standarde (IASB). Finansijski izvještaji pripremljeni korišćenjem IFRSs pružaju čvrst i uporediv prikaz finansijskog učinka i položaja kompanije koji je koristan za investitore, zajmodavce i druge kreditore u donošenju odluka i za njegovanje povjerenja u globalni finansijski sistem. Takođe, obezbijeđen je i grant Evropskoj savjetodavnoj grupi za finansijsko izvještavanje (EFRAG) koja razmatra međunarodne standarde finansijskog izvještavanja uzimajući u obzir da su evropski interesi zastupljeni u razvoju standarda. Podrška EFRAG-u podrazumjeva dvije komponente od kojih se jedna odnosi na finansijsko izvještavanje jer EFRAG priprema savjete EK za usvajanje novih (ili modifikovanih) računovodstvenih standarda (IFRSs) i prati aktivnosti postavljanja standarda IASB-a kako bi se osiguralo da su evropski javni interesi zaštićeni. EFRAG je takođe u velikoj mjeri uključena u razvoj standarda održivog korporativnog izvještavanja (*Corporate Sustainability Reporting standards*), odnosno standarda nefinansijskog izvještavanja posebno onih u domenu klimatskih promjena. EK predlogom za Direktivu o izvještavanju o korporativnoj održivosti (CSRD) od 21. aprila 2021. predviđeno je usvajanje pravno obavezujućih EU standarda izvještavanja o održivosti, koje EFRAG treba dalje da razvija. Ti EU standardi treba da imaju

za cilj da inkorporiraju suštinske elemente različitih globalnih standarda, ali i da idu dalje tamo gdje je potrebno da bi se ispunile sopstvene ambicije EU u okviru evropskog Green Deal-a i da budu u skladu sa EU pravnim okvirom. Takođe, postoji i grant koji se dodjeljuje Odboru za nadzor javnog interesa (Public Interest Oversight Board - PIOB) kao međunarodnoj organizaciji koja nadgleda razvoj Međunarodnih standarda revizije (ISAs), odnosno nadgleda Odbor za međunarodne standarde revizije i osiguranja (IAASB) i Odbor za međunarodne etičke standarde za računovođe (IESBA), kako bi se osiguralo da ISA Standardi budu u skladu sa odgovarajućim procesom i da odražavaju javne interese.

Iz DG FISMA-e su pojasnili da CG može potencijalno biti zainteresovana za ovaj podstub u okviru stuba "Standardizacija", imajući u vidu da primjenjuje IFRS standarde, kao i da je Zakonom o reviziji iz 2017. godine propisano da se revizija u CG sprovodi u skladu sa ISAs međunarodnim standardima revizije.

Stub 4 - Promocija interesa potrošača i obezbjeđivanje veće zaštite potrošača i bezbjednost proizvoda

➤ Šta predstavlja?

Cilj ovog stuba jeste zaštita interesa i prava potrošača, osiguranje visokog nivoa bezbjednosti proizvoda, promovisanje održive potrošnje koja je u direktnoj vezi sa zelenom tranzicijom, podrška organizacijama potrošača i organima za sprovođenje, te pristup mehanizmu za obeštećenje u slučajevima kršenja prava potrošača. Iz Generalnog Direktorata za pravdu, zaštitu potrošača i rodnu ravnopravnost (DG JUST) su pojasnili da je nova potrošačka agenda za 2023-2024 u potpunosti usklađena sa političkim prioritetima EK za naredni petogodišnji period, te da će u fokusu nove agende biti zelena i digitalna tranzicija, mehanizam obeštećenja i sprovođenje prava potrošača, potrebe posebnih grupa potrošača i međunarodna sardanja. Za dostizanje zacrtah ciljeva, za stub zaštite potrošača opredijeljena su sredstva u iznosu od 198 miliona eura, odnosno oko 25-27 miliona eura na godišnjem nivou.

➤ Šta može donijeti našim institucijama i preduzećima?

Što se tiče inicijativa koje će biti dostupne trećim zemljama tokom 2021-2022, iz EK je pojašnjeno da će zemljama koje pristupe programu biti omogućeno učešće u aktivnostima koje se odnose na tržišni nadzor i sprovođenje, kao što su zajedničke akcije – Joint Actions („Coordinated Activities on the Safety of Products – CASP“) sa budžetom od 3,5 – 4,2 miliona eura na godišnjem nivou. Ova aktivnost podrazumijeva testiranje proizvoda odnosno ispitivanje bezbjednosti proizvoda, i u slučaju negativnog rezultata, uključivanja informacija o nebezbjednom proizvodu u bazu podataka Safety Gate odnosno povlačenje proizvoda sa tržišta. Takođe, učešće u programu trećim zemljama omogućava i razmjene službenika nadležnih za sprovođenje zakonodavstva i razmjenu novih tehnologija, naročito u odnosu na online tržišni nadzor, sa budžetom od oko 100.000 eura na godišnjem nivou, izgradnja kapaciteta i dijeljenje najboljih praksi sa Evropskim potrošačkim centrom. Dodatno, zemljama koje pristupe programu biće na raspolaganju i ad-hoc grantovi, npr. u 2021. godini, zemljama EU i EFTA, dodijeljen je ad - hoc grant za promociju usluga savjeta o dugu vrijednosti 1mil eura. DG JUST je informisao da je u toku priprema Programa za 2023-2024, te da bi u slučaju interesa za učešće u ovom stubu, za naredne godine mogla da se predvide i dva ad hoc granta.

Iz DG FISMA-e su prezentovali i manji segment SMP stuba *Potrošači i krajnji korisnici* koji ima za cilj promovisanje interesa potrošača i obezbjeđivanje visokog nivoa zaštite potrošača u pogledu potrošača i drugih krajnjih korisnika finansijskih usluga kroz povećanje njihovog učešća u kreiranju politike finansijskih usluga, promovisanju boljeg razumijevanja finansijskog sektora i različitih kategorija komercijalizovanih finansijskih proizvoda, kao i obezbjeđivanje zaštite interesa potrošača u oblasti finansijskih usluga na malo. Za ovaj dio je opredijeljen budžet od oko 1,5 miliona eura godišnje. Informisali su da se svake godine dodjeljuju dva akciona granta za dva korisnika, odnosno dvije NVO organizacije na nivou EU, i to NVO "Finance Vatch" i NVO "Better Finance", bez poziva za podnošenje predloga. Ova dva korisnika doprinose postizanju specifičnog cilja kroz odgovaranje na relevantne javne konsultacije, pružanje neophodnih informacija, uvida i mišljenja kroz učešće na konferencijama

i drugim sastancima, umrežavanje, kampanje itd, kao i kroz izradu samoinicijativnih stavova i predloga. Posebno je naglašeno da se radi o zastupanju zajedničkih stavova svih potrošača zemalja članica širom EU, a ne o pojedinačnoj državi članici. Kao glavni razlog zbog kojih se daje grant za pomenute NVO navodi se da se one staraju da EK čuje glas potrošača i krajnjih korisnika finansijskih usluga što je veoma važno jer utiče na izradu zakonske regulative koju usvaja i sprovodi EU za sadašnje i buduće države članice. Iz DG FISMA-e su sugerisali da ovaj dio stuba za potrošače može biti interesantan i za CG, odnosno da se razmotri da li bi CG potrošačka tijela koja su uključena u ovu oblast željela da stupe u kontakt sa pomenutim NVO i ostvare dalju saradnju.

Stub 5 - Visok nivo zdravlja i bezbjednosti za ljude, životinje i biljke u lancu ishrane

➤ Šta predstavlja?

Evropska komisija informiše da su u ovom stubu, dostupna dva vida podrške, indirektna i direktna podrška. Indirektna podrška podrazumijeva tehničku podršku, pružanje treninga kroz program *Better Training for Safer Food BTSF* ili obuka u EU referentnim laboratorijama koje se bave zdravljem biljaka, životinja i dobrobiti životinja. Kada EK ponudi obuku direktno šalje poziv relevantnim institucijama u trećoj zemlji. Direktna podrška predstavlja finansijsku podršku u oblasti zdravlja životinja a odnosi se na aktivnosti koje se moraju implementirati u zemljama susjedima Evropskoj uniji.

➤ Šta može donijeti našim institucijama i preduzećima?

Ovaj vid podrške zavisi od više elemenata, epidemioloških prioriteta koju su ustanovljeni u okviru ovog stuba, dostupnosti sredstava i činjenice da li se sredstva za konkretnu epidemiološku situaciju opredjeljuju iz nekog drugog EU fonda. EU upućuje poziv trećoj zemlji za popunjavanje aplikacije u kojoj je neophodno prezentovati aktivnosti koje se planiraju preduzeti u cilju iskorjenjavanja određene bolesti. Nakon razmatranja aplikacije od strane EK, u slučaju pozitivnog ishoda, sredstva se odobravaju.

Stub 6 - Izrada i prenošenje visokokvalitetnih statističkih podataka o Evropi

➤ Šta predstavlja?

Evropska Agencija za statistiku (EUROSTAT) je predstavila ciljeve SMP u evropskoj statistici, ističući poseban cilj koji je dat članom 3f u SMP Regulativi, a koji se odnosi na razvoj, proizvodnju, diseminaciju i saopštavanje visokokvalitetnih evropskih statistika u skladu sa kriterijumima kvaliteta utvrđenim u članu 12(1) Regulative EK 223/2009, na blagovremen, nepristrasan i ekonomičan način, kroz ojačan ESS i unaprijeđena partnerstva unutar ESS-a i sa svim relevantnim spoljnim stranama. ESS podrazumijeva proizvodnju evropske statistike u partnerstvu između Eurostat-a, nacionalnog zavoda za statistiku i drugih nacionalnih statističkih organa koji takođe proizvode statistiku u EU i EFTA državama članicama. U Aneksu II SMP Regulative navedene su prihvatljive aktivnosti za finansiranje koje su povezane sa političkim prioritetima EU, i to: Ekonomska i monetarna unija, globalizacija i trgovina; Unutrašnje tržište, inovacije i digitalna transformacija; Socijalna dimenzija Evrope; Održivi razvoj, prirodni resursi i životna sredina; Ekonomska, socijalna i teritorijalna kohezija. Pored njih pokrivene su i oblasti koje su više međudržavne prirode, a koje se odnose na bolju komunikaciju evropske statistike i njenih vrijednosti promovisući je kao pouzdan izvor u borbi protiv dezinformacija, bolje korišćenje prednosti revolucije podataka i prelazak na pouzdane pametne statistike, kao i proširena partnerstva i statističku saradnju.

➤ Šta može donijeti našim institucijama i preduzećima?

Iz EUROSTAT-a su pružili pregled aktivnosti u okviru evropskog statističkog Sistema (ESS) i aktivnosti u kojima bi CG mogla biti kvalifikovana u slučaju da postoji interesovanje za učešće. Pored toga, ukratko su dali pregled postojećih aktivnosti i rezultata u okviru IPA-e, ostvarenih kroz dugogodišnju saradnju EUROSTAT-a i MONSTAT-a. Prezentovali su subjekte koji su podobni za grantove za statističke aktivnosti u okviru SMP-a, a koji su dati članom 9(7)

Regulative 690/2021 i podijeljeni na tri kategorije: (a) nacionalne statističke institute i druge nacionalne organe shodno članu 5(2) EK Regulative 223/2009; (b) subjekti za aktivnosti koje podržavaju mreže saradnje, kao što je navedeno u članu 15 EK Regulative 223/2009 i organi koji djeluju u oblasti statistike osim organa obuhvaćenih pod (a); (c) neprofitni subjekti, kao što su npr. univerziteti, koji imaju kao svoje primarne ciljeve i aktivnosti promociju i podršku implementaciji Kodeksa prakse evropske statistike iz člana 11 EK Regulative 223/ 2009 ili implementaciju novih metoda proizvodnje evropske statistike sa ciljem povećanja efikasnosti i poboljšanja kvaliteta na nivou EU. Posebno je naglašeno da su grantovi za prvu kategoriju ograničeni na EU i EFTA zemlje u skladu sa članom 4 EK Regulative 223/2009, dok su druge dvije kategorije otvorene i za treće zemlje. Dalje su pojasnili da su za 2022. godinu otvorena dva poziva za predloge za koje je opredijeljen ukupan budžet od oko 3 miliona eura. Dva otvorena poziva za dostavljanje predloga za 2022. godinu uključuju grantove za modernizaciju računovodstva u javnom sektoru na obračunskoj osnovi kao podrška Evropskim računovodstvenim standardima u javnom sektoru (EPSAS) za koje je opredijeljeno 1,8 miliona eura i transfer znanja i izgradnju sposobnosti na pouzdanoj pametnoj statistici (*Trusted Smart Statistics*), za koje je opredijeljeno 600.000 eura. Takođe, veliki dio budžeta odlazi na aktivnosti javnih nabavki u oblasti IT-a, razvoja infrastrukture i diseminacije statistika za EUROSTAT, izgradnju kapaciteta ili pružanja usluga za analizu podataka, istraživanja itd.

➤ **Obaveze Crne Gore u ovom programu**

Crna Gora, sa statusom pridružene zemlje Programu, plaća finansijsku kontribuciju za učešće u programu (*entry ticket*) na godišnjem nivou. Kada je riječ o finansijskim aspektima za učešće u SMP, prilikom prezentacije Aneksa I, iz EK su predstavili metodologiju obračuna troškova kontribucije i informisali nas da bi procijenjeni troškovi učešća Crne Gore u kompletnom SMP za 2022. godinu iznosili oko 93.000€.

Takođe, dostavljen je naknadno i pregled kompletne procjene i strukture po stubovima troškova kontribucije za cijeli period 2021-2027.

S obzirom da tokom 2021. godine, Crna Gora nije zvanično ni započela pregovore, i nije uopšte učestvovala u SMP, iz DG Grow su potvrdili da se za 2021. godinu odredi simboličan koeficijent kontribucije, što je usvojeno na nivou EK za sve takozvane treće zemlje, kojima Crna Gora pripada, kako bi Sporazum imao zvaničan početak na 1. januar 2021. godine, kao i sve ostale zemlje članice EU.

Zakonom u budžetu Crne Gore za 2022. godinu, na osnovu iznosa plaćene članarine za 2020. godinu za učešće u programu COSME, Ministarstvu ekonomskog razvoja odobrena su sredstva u okviru Programa 15034 Podsticanje investicija i unapređenje konkurentnosti, Potprogram - 15034 001 Unapređenje poslovnog okruženja za razvoj preduzetništva, A0217 - 15 034 001 001 Razvojne politike u funkciji jačanja privrede, budžetska linija 4195 - Kontribucije za članstvo u domaćim i međunarodnim organizacijama.

S obzirom da član 1 Nacrta Sporazuma o pridruživanju dozvoljava djelimično učešće u Programu, odnosno učešće u pojedinim od definisanih oblasti, EK je sugerisala da Crna Gora razmotri oblik učešća i ukazala da će finansijska kontribucija CG biti srazmjerna iskazanom obliku učešća.

Takođe je važno napomenuti da postoji mogućnost refundacije dijela učešća u programu SMP iz sredstava IPA, čiji se iznos utvrđuje u okviru Finansijskog sporazuma koji sklapaju Delegacija EU u Podgorici i Ministarstvo vanjskih poslova. Po tom osnovu, nakon uplate finansijskog doprinosa za predmetnu godinu, moguće je putem IPA instrumenata izvršiti povlačenje dijela sredstava koja su uplaćena za učešće u programu.

Stoga, potrebno je da Crna Gora, nakon internih konsultacija sa nadležnim institucijama i potencijalnim korisnicima Programa, povratno obavijesti EK o obliku učešća u Programu. Taj segment je zapravo i potreban radi finalizovanja teksta Sporazuma, dok je zakonski tekst u velikoj mjeri već usaglašen sa predstavnicima EK.

Značaj uključenja u program EU Single Market Programme je sadržan u poglavlju 20 Preduzetništvo i industrijska politika, obzirom da su u poglavlju 20 posebno akcentovani principi i instrumenti politike, koji su na nivou EU, u značajnoj mjeri implementirani najprije kroz program CIP i COSME, a sada je namjera da se kroz SMP i njegove specifične programe nastavi doprinos kvalitetnijoj realizaciji ciljeva utvrđenih postojećim strateškim dokumentima za razvoj industrije, malih i srednjih preduzeća, i ostalih relevantnih strategija i programa.

Prilog:

- Nacrt međunarodnog Sporazuma između Evropske unije i Crne Gore o učešću Crne Gore u programu Unije „Single Market Programme” – Program jedinstvenog tržišta;
- Aneks I: Pravila koja uređuju finansijski doprinos Crne Gore programu „Single Market Programme” (2021-2027); i
- Aneks II: Dobro finansijsko upravljanje, Zaštita finansijskih interesa i oporavak;
- Pregled procjene troškova kontribucije za učešće Crne Gore u SMP za period 2021-2027.

This document is the European Union's (EU) model for the association agreement to Single Market Programme with Montenegro. The Commission reserves the right to modify this text as appropriate in view of internal developments in the EU or as a result of negotiations between the EU and Montenegro. The actual text in the final agreement will be a result of negotiations between the EU and Montenegro.

DISCLAIMER: *The EU reserves the right to make subsequent modifications to this text and to complement its proposals at a later stage, by modifying, supplementing or withdrawing all, or any part, at any time.*

[INTERNATIONAL] AGREEMENT

between the European Union, of the one part, and Montenegro, of the other part, on the participation of Montenegro in the Union programme Single Market programme

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

of the one part,

and

the Government of Montenegro (hereinafter referred to as Montenegro),

of the other part,

hereinafter referred to as 'the Parties'

WHEREAS the Framework Agreement between the European Community and Montenegro on the General Principles for the participation of Montenegro in Community Programmes¹ stipulates 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 between the Commission, and the competent authorities of Montenegro;

¹ OJ L 108, 29.04.2010, p.1.

WHEREAS the Union programme Single Market Programme was established by Regulation (EU) 2021/690 of the European Parliament and of the Council² (hereinafter referred to as “the Single Market Programme”);

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

RECOGNISING the general principles as set out in Regulation (EU) 2021/690 of the European Parliament and of the Council;

WHEREAS, acceding countries, candidate countries and potential candidates and European Neighbourhood Policy countries may participate in accordance with the general principles and general terms and conditions for the participation of those countries in Union programmes established in the respective framework agreements and Association Council decisions, or in similar agreements, and in accordance with the specific conditions laid down in agreements between the Union and those countries;

ACKNOWLEDGING the objectives of the Single Market Programme to improve the functioning of the internal market, and especially to protect and empower citizens, consumers and businesses, in particular SMEs, by enforcing Union law, facilitating market access, setting standards and promoting human, animal and plant health and animal welfare, whilst respecting the principles of sustainable development and ensuring a high level of consumer protection, as well as to develop, produce and disseminate high-quality, comparable, timely and reliable European statistics which underpin the design, monitoring and evaluation of all Union policies and help citizens, policymakers, authorities, businesses, academia and the media to make informed decisions and to actively participate in the democratic process;

RECOGNIZING the common desire of the Parties to [further] develop, strengthen, stimulate and extend their relations and cooperation,

HAVE AGREED AS FOLLOWS:

² Regulation (EU) 2021/690 of the European Parliament and of the Council of 28 April 2021 establishing a programme for the internal market, competitiveness of enterprises, including small and medium-sized enterprises, the area of plants, animals, food and feed, and European statistics (Single Market Programme) and repealing Regulations (EU) No 99/2013, (EU) No 1287/2013, (EU) No 254/2014 and (EU) No 652/2014, OJ L 153, 03.05.2021, p. 1.

Article 1

Scope of the association

Montenegro shall participate as associated country in and contribute to [all objectives] [the following specific part(s)...] of the Single Market Programme referred to in Article 3 of Regulation (EU) 2021/690 of the European Parliament and of the Council³ in its most up to date version.

Article 2

Terms and conditions of participation in the Single Market Programme

1. Montenegro shall participate in the Single Market Programme in accordance with the conditions laid down in the Framework Agreement between the European Community and the Montenegro on the General Principles for the participation of Montenegro in Community Programmes, 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 Single Market Programme, in their most up to date versions.
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 Single Market Programme under conditions equivalent to those applicable to legal entities established in the Union, including respect for EU restrictive measures⁴.
3. Representatives of Montenegro shall have the right to participate as observers in the committees referred to in Article 21 of the Regulation (EU) 2021/690 of the European Parliament and of the Council, without voting rights and for points which concern Montenegro.
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 committees referred to in Article 21 of the Regulation (EU) 2021/690 of the European Parliament and of the Council, or in other meetings related to the implementation of the Single Market Programme, shall be reimbursed by the European Union on the same basis as and in accordance with the procedures in force for representatives of the Member States of the European Union.
5. 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

⁴ The EU restrictive measures are restrictive measures adopted pursuant to the Treaty on the European Union or the Treaty on the Functioning of the European Union.

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.

6. [English] shall be used for the procedures related to requests, contracts and reports, as well as for other administrative aspects of the Single Market Programme.

Article 3

Financial contribution

1. Participation of Montenegro or Montenegro's legal entities in the Single Market Programme shall be subject to Montenegro contributing financially to the 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:

1. an operational contribution; and
2. a participation fee.

3. The financial contribution shall take the form of an annual payment made in [one/ two] instalment[s], and shall be due at the latest in May [and July].

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 Single Market Programme.

5. The initial 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. By derogation, for 2021, the initial operational contribution shall be based on the GDP of the year 2019 at market prices. Adjustments to this contribution key are laid down in Annex I.

6. The initial operational contribution shall be calculated applying the contribution key, as adjusted, to the initial commitment appropriations entered in the Union budget definitively adopted for the applicable year for financing the Single Market 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 initial operational contribution for a year N may be adjusted upwards or downwards retrospectively in one or more subsequent years on the basis of the budgetary commitments made on the commitment appropriations of that year N, their implementation through legal

commitments and their de-commitments. The detailed provisions for the implementation of this Article are set out in Annex I.

9. 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 Single Market Programme. That information shall be provided having due regard to the European 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.

10. 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 Single Market 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 from [1 January 2021]. It shall remain in force for as long as is necessary for all the projects and [actions][activities] [or parts thereof] financed from the Single Market 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 European 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 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.

In case of non-payment which may significantly jeopardise the implementation and management of the Single Market Programme, the Commission shall send a formal letter of reminder. Where no payment is made within 20 working days after the formal letter of reminder, suspension of the application of this Agreement shall be notified by the Commission to Montenegro by a formal letter of notification which shall take effect 15 days following the receipt of this notification by Montenegro.

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 [X] 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 has 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 in accordance with Article 3. The operational contribution of the year N shall be adjusted in accordance with Article 3(8) of this Agreement. The participation fee paid for the year N shall not be adjusted;

(c) following the year during which this Agreement ceases to apply provisionally or is terminated, the initial operational contributions paid for the years during which this Agreement applied shall be adjusted in accordance with Article 3(8).

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.

[10. Possible clause on territorial application of the Agreement may be added when the policy circumstances so require.]

This Agreement shall be drawn up in duplicate in English and Montenegrin, each text being equally authentic.

Done at ..., this day of in the year

For the Union,

For Montenegro

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

ANNEX II: Sound Financial Management

Annex I

Rules governing the financial contribution of Montenegro to the Single Market Programme (2021-2027)

DRAFT

I. Calculation of Montenegro's financial contribution

1. The financial contribution of Montenegro to the Single Market 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 Single Market Programme.
2. The participation fee referred to in Article 3(7) of this Agreement shall be phased in as follows:
 - 2021: 0,5%;
 - 2022: 1%;
 - 2023: 1,5%;
 - 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 Single Market 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:

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

The coefficient used for the above calculation to adjust the contribution key shall be [coefficient].

4. In line with Article 3(8) of this Agreement, the adjustments pertaining to the budget implementation of year N shall be made in year N+1 when the initial operational contribution of year N shall be adjusted upwards or downwards by the difference between:
 - a) an adjusted contribution calculated by applying the contribution key adjusted of year N to the sum of the amount of budgetary commitments made on commitment appropriations authorised for year N under the European Union voted budget; and
 - b) and the initial operational contribution of year N.

Payment of Montenegro's financial contribution and payment of the adjustments made on Montenegro's operational 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 Single Market Programme;
- b. the amount of the participation fee referred to in Article 3(7) of this Agreement;
- c. from year N+1 of implementation of the Single Market Programme, the implementation of commitment appropriations corresponding to budgetary year N, and the level of decommitment;

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 [and in June] of each financial year, a call for funds to Montenegro corresponding to its contribution under this Agreement.

[Each] call[s] for funds shall provide for the payment of [six-twelfths of] Montenegro's contribution not later than 30 days after the call for fund[s] is issued.

For the first year of implementation of this Agreement, the Commission shall issue a single call for fund[s], within [60] days following the date on which this Agreement starts producing legal effects .

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 one and half percentage points.

Annex [II]
Sound Financial Management
Protection of financial interests and recover

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 European Commission and the European Court of Auditors, and the other persons mandated by the European 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(5), 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(5), 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 competent Montenegrin 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 European Commission or OLAF in close collaboration with the competent Montenegrin authority designated by the Montenegrin government. 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 Montenegrin authorities may participate in the on-the-spot checks and inspections.
5. Upon request by the Montenegrin authorities, the on-the-spot checks and inspections may be carried out jointly with the European 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, the Montenegrin authorities, acting in accordance with national rules and regulations, shall assist the European 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 European Commission or OLAF shall inform the Montenegrin authorities of the result of such checks and inspections. In particular, the European Commission or OLAF shall report as soon as possible to the competent Montenegrin 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 Montenegrin criminal law, the European 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 European Commission or OLAF and Montenegrin 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 European Commission or OLAF and Montenegrin 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. Montenegrin 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

11. Decisions adopted by the European Commission imposing a pecuniary obligation on legal or natural persons other than States in relation to any claims stemming from the Single Market 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 the government of Montenegro. The government of Montenegro shall make known its designated national authority to the Commission and the Court of Justice of the European Union. In accordance with Article SFM.4, 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 Montenegrin 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 European 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 Single Market 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 Union programme and of the contracts or agreements concluded to implement that programme.

Montenegro forecasted contribution to the Single Market Programme (EUR)										
Budget Line	Description	DG	2021	2022	2023	2024	2025	2026	2027	Total
03 02 01 01	Operation and development of the internal market of goods and services	GROW	149	4,535	4,464	4,668	4,628	4,659	4,597	27,700
03 02 01 02	Internal market governance tools	GROW	22	851	995	1,008	1,023	1,037	1,063	5,998
03 02 01 03	Taxud regulatory work support – Implementation and development of the internal market	TAXUD	3	513	593	605	617	629	638	3,598
03 02 01 04	Company Law	JUST	5	155	186	187	190	191	193	1,106
03 02 01 05	Competition policy for a stronger union in the digital age	COMP	80	3,100	3,550	3,567	3,586	3,605	3,641	21,130
03 02 01 06	Implementation and development of Single Market for financial services	FISMA	22	832	967	971	985	990	1,000	5,767
03 02 01 07	Market surveillance	GROW	47	2,231	2,627	2,690	2,753	2,814	2,898	16,059
03 02 02	Improving the competitiveness of enterprises, particularly SMEs, and supporting their access to markets	GROW	532	25,210	24,249	24,938	25,413	26,420	26,882	153,643
03 02 03 01	European standardisation	GROW	89	3,314	4,182	4,016	4,119	4,192	4,271	24,182
03 02 03 02	International financial reporting and auditing standards	FISMA	31	1,190	1,410	1,443	1,443	1,466	1,496	8,480
03 02 04 01	Ensuring high level of consumer protection and product safety	JUST	109	3,936	4,536	4,631	4,794	4,826	4,894	27,726
03 02 04 02	The participation of end users in financial services policy making	FISMA	6	226	257	259	260	261	265	1,534
03 02 05	Producing and disseminating high quality statistics on Europe	ESTAT	309	11,894	13,654	13,721	13,788	13,855	13,980	81,201
03 02 06	Contributing to a high level of health and welfare for humans, animals and plants	SANTE	939	34,965	40,517	41,490	42,627	43,447	43,787	247,771
	TOTAL		2,342	92,952	102,187	104,194	106,225	108,391	109,604	625,894

Disclaimer: these figures are indicative and subject to change following modifications in the financial programming and in the level of appropriations in adopted budgets