

**ZAKON O POTVRĐIVANJU SPORAZUMA O SARADNJI U OBLASTI TURIZMA I  
RAZVOJA NEKRETNINA  
IZMEĐU  
VLADE CRNE GORE I VLADE UJEDINJENIH ARAPSKIH EMIRATA**

**Član 1**

Potvrđuje se Sporazum o saradnji u oblasti turizma i razvoja nekretnina između Vlade Crne Gore i Vlade Ujedinjenih Arapskih Emirata, potpisan u Abu Dabiju, 28. marta 2025. godine, u originalu na crnogorskom, arapskom i engleskom jeziku.

**Član 2**

Tekst Sporazuma iz člana 1 ovog zakona, u originalu na crnogorskom i engleskom jeziku glasi:

**SPORAZUM O SARADNJI U OBLASTI TURIZMA I RAZVOJA NEKRETNINA  
IZMEĐU VLADE CRNE GORE I VLADE UJEDINJENIH ARAPSKIH EMIRATA**

Vlada Crne Gore i Vlada Ujedinjenih Arapskih Emirata (u daljem tekstu: "Strane");

Nakon zajedničkog razmatranja prioriteta ekonomskog razvoja i dobrobiti njihovih građana,

Pozivajući se na Sporazum između Vlade Crne Gore i Vlade Ujedinjenih Arapskih Emirata o ekonomskoj saradnji, potpisanog u Abu Dabiju dana 28. marta 2025. godine i ispunjavajući ciljeve tog sporazuma;

Uzimajući u obzir Sporazum između Vlade Crne Gore i Vlade Ujedinjenih Arapskih Emirata o promociji i recipročnoj zaštiti investicija, potpisan u Abu Dabiju 26. marta 2012. godine;

Strane su se saglasile o sljedećem:

## Član 1

Sljedeći projekti u oblasti turizma i razvoja nekretnina, koji su zajednički identifikovani smatraju se strateškim i predstavljaju projekte od javnog interesa, kako slijedi:

- a) Razvoj projekta na jugu Crne Gore, kao integrisanog razvoja turizma i nekretnina mješovite namjene;
- b) Razvoj skijališta na sjeveru Crne Gore, kao integrisanog razvoja turizma i nekretnina mješovite namjene (u daljem tekstu: "Projekti").

## Član 2

1. Na osnovu ovih zajednički identifikovanih projekata od strateškog značaja i javnog interesa za ekonomski razvoj obje Strane, i u cilju izvodljivosti i realizacije Projekata, Vlada Ujedinjenih Arapskih Emirata predlaže i garantuje za investitore - entitete iz privatnog sektora, sa sjedištem u Ujedinjenim Arapskim Emiratima, da saraduju sa Vladom Crne Gore na implementaciji Projekata (u daljem tekstu "Entitet").

2. Određivanje Entiteta iz stava 1 ovog člana će biti izvršeno od strane Vlade Ujedinjenih Arapskih Emirata, uz prethodnu pisanu saglasnost Vlade Crne Gore.

3. U svrhu realizacije ovog sporazuma, ugovori, programi i sporazumi u vezi sa projektima, sa tačno određenom lokacijom projekata, biće zaključeni sa Entitetom.

4. Ugovori, program i sporazumi iz stava 3 ovog člana će biti implementirani u punoj sagasnosti sa relevantnim crnogorskim zakonima, izuzimajući zakonodavstvo obje zemlje o javnim nabavkama, javnom tenderu, javnoj proceduri nadmetanja ili bilo kojoj proceduri u vezi sa nabavkama, javnim tenderom ili javnim nadmetanjem.

5. Ujedinjeni Arapski Emirati neće biti predmet bilo kakvih mehanizama za rješavanje sporova predviđenih ugovorima, programima i sporazumima zaključenim između Entiteta i Vlade Crne Gore.

## Član 3

1. U svrhu realizacije Projekata, Vlada Crne Gore će:

a) preduzeti sve neophodne mjere i aktivnosti kako bi obezbijedila zemljište neophodno za sprovođenje Projekata (razvojno područje), od strane Entiteta kada i ukoliko je dozvoljeno relevantnim crnogorskim zakonima – bez potrebe sprovođenja javnih nabavki, javnog tendera ili drugih procedura propisanih nacionalnim zakonodavstvom kojim se uređuje oblast državne imovine;

b) zaključiti ugovor o saradnji sa Entitetom i kvalifikovati Projekat kao investiciju od ključnog značaja za nacionalnu ekonomiju i od strateškog i javnog interesa za Crnu Goru;

- c) izvršiti razvoj javne infrastrukture koja je potrebna za realizaciju Projekata,
- d) omogućiti da sva potrebna planska dokumenta za područja obuhvaćena Projektima bude pripremljena u saradnji sa Entitetom;
- e) obezbijediti da sve dozvole potrebne za razvoj Projekata budu izdate Entitetu bez odlaganja, u skladu sa crnogorskim zakonima;
- f) sprovoditi sve zakonodavne mjere koje su potrebne za uspješnu realizaciju Projekata.

U cilju realizacije Projekata, Vlada Ujedinjenih Arapskih Emirata se obavezuje da ohrabri odabrani Entitet, da dostavi studiju finansijske izvodljivosti i zaključi obavezujući sporazum o saradnji sa Vladom Crne Gore, da sprovede investiciju, (koja može uključivati sopstveno finansiranje, bankarske kredite ili kredite od povezane strane ili akcionara, prodaje, prethodne prodaje, prihode od ulaganja treće strane, itd) u cilju realizacije Projekata.

#### **Član 4**

U cilju uspjeha Projekata, Strane će uspostaviti Zajednički komitet (u daljem tekstu: "Komitet"), i eventualno pod-komitee koji će raditi na temama obuhvaćenim ovim sporazumom, naročito u cilju podrške implementaciji ovog Sporazuma, ili na bilo kojim drugim temama koje će biti dogovorene između Strana, a koje spadaju u okvir saradnje propisan ovim Sporazumom.

#### **Član 5**

1. Ovaj Sporazum neće uticati na bilo koja prava i obaveze iz drugih sporazuma na snazi, zaključenih od strane Crne Gore ili Ujedinjenih Arapskih Emirata sa trećim stranama, kao i na prava i obaveze koje proizilaze iz članstva bilo koje države u regionalnim i međunarodnim organizacijama.
2. Odredbe ovog sporazuma ne mogu biti tumačene ili implementirane na način koji bi suspendovao ili na drugi način uticao na obaveze u skladu sa:
  - a) Sporazumom o stabilizaciji i pridruživanju između Crne Gore i Evropske zajednice;
  - b) GCC Ekonomskog sporazuma ili Sporazuma između UAE i GCC.

#### **Član 6**

1. Svaka Strana će obavijestiti drugu Stranu u pisanoj formi diplomatskim putem o ispunjenju unutrašnjih procedura potvrđivanja neophodnih za stupanje na snagu ovog Sporazuma. Ovaj Sporazum će stupiti na snagu danom prijema kasnijeg od ovih obavještenja.

2. Ovaj sporazum se zaključuje na period od pet godina i biće automatski obnavljan na sljedeće sukcesivne petogodišnje periode osim ukoliko se otkáže u skladu sa članom 6 stav 3 ovog Sporazuma.

3. Bilo koja Strana ima pravo da otkáže ovaj sporazum u bilo koje vrijeme, obavještavajući drugu Stranu o navedenom u pisanoj formi, putem diplomatskih kanala. Sporazum će prestati da važi šest mjeseci od dana takvog obavještenja.

4. Otkazivanje ovog sporazuma neće uticati na angažmane, obaveze, projekte, programe rada, ugovore ili sporazume koji su već inicirani u skladu sa ovim Sporazumom, do završetka takvih aranžmana, programa, ugovora, obaveza, projekata, programa rada, ugovora i sporazuma, osim ukoliko se Strane crugačije ne sporazumiju u pisanoj formi.

5. Odredbe ovog Sporazuma mogu biti izmijenjene pisanim sporazumom između Strana, na osnovu uzajamne saglasnosti, u formi odvojenih protokola. Bilo koje izmjene ovog Sporazuma će stupiti na snagu u skladu sa članom 6 stav 1 ovog sporazuma i predstavljaće sastavni dio ovog sporazuma.

6. Svaki spor koji se može pojaviti iz tumačenja ili implementacije ovog sporazuma riješiće se na prijateljski način putem konsultacija i pregovora u okviru Komiteta, ili, ukoliko takve konsultacije ili pregovori ne riješe spor, diplomatskim putem između Strana.

7. Ništa u ovom sporazumu neće prejudicirati prava Entiteta saglasno Sporazumu između Vlade Crne Gore i Vlade Ujedinjenih Arapskih Emirata o promociji i recipročnoj zaštiti investicija.

Sačinjeno u Abu Dabiju, dana 28. marta 2025. godine, u dva originalna primjerka na crnogorskom, arapskom i engleskom jeziku, pri čemu su svi tekstovi jednako vjerodostojni. U slučaju razlike u tumačenju Sporazuma, engleski tekst će imati prednost.

ZA VLADU  
CRNE GORE

Milojko Spajić

ZA VLADU  
UJEDINJENIH ARAPSKIH EMIRATA

Abdulah Bin Zajed Al Nahjan

# AGREEMENT ON TOURISM AND REAL ESTATE DEVELOPMENT COOPERATION BETWEEN THE GOVERNMENT OF MONTENEGRO AND THE GOVERNMENT OF UNITED ARAB EMIRATES

The Government of Montenegro and the Government of the United Arab Emirates (hereinafter referred to collectively as 'the Parties' and each as 'a Party');

Having deliberated jointly on the priorities of economic development and welfare of their peoples;

Recalling the Agreement between the Government of Montenegro and the Government of United Arab Emirates on Economic Cooperation, signed in Abu Dhabi on March 28, 2025, and the importance of fulfilling the objectives of that Agreement;

Noting the Agreement between the Government of Montenegro and the Government of the United Arab Emirates on the Promotion and Reciprocal Protection of Investments, signed in Abu Dhabi on 26 March 2012;

The Parties have agreed as follows:

## Article 1

The following projects in the areas of tourism and real estate development (hereinafter referred to as 'the Projects') are deemed of a strategic nature and are projects of public interest:

- 1- Development of project on south of Montenegro as an integrated tourism and mixed-use real estate development; and
- 2- Development of ski resort on north of Montenegro as an integrated tourism and mixed-use real estate development.

## Article 2

1. Based on these conjointly identified Projects of strategic importance and of public interest for the economic development of both Parties, and in pursuance to the feasibility and fulfilment of the Projects, the Government of the United Arab Emirates will propose and guarantee for the United Arab Emirates-based investor(s) from the private sector (hereinafter referred to as 'Entity') to collaborate with the Government of Montenegro on the implementation of the Projects.
2. Nomination of any Entity referred to in Paragraph 1 of this Article shall be done by Government of the United Arab Emirates with prior written consent of Government of Montenegro.

3. For the purpose of fulfilling this Agreement contracts, programs and agreements related to the Projects, with precise location of the Projects, shall be concluded between Government of Montenegro and the nominated Entity
4. Contracts, programs and agreements from Paragraph 3 of this Article shall be implemented in full compliance with relevant Montenegrin laws, with exception of legislation of both countries on public procurement, public tender, public competing procedure or any other procedure related to procurement, public tender or public competing.
5. The United Arab Emirates shall not be subject to any dispute settlement mechanisms provided under contracts, programs and agreements concluded between an Entity and the Government of Montenegro.

### Article 3

1. For the purposes of implementation of the Projects, the Government of Montenegro shall:
  - a) undertake all necessary measures and actions in order to secure the land required for the implementation of the Projects (development area) by the Entity, where and if permitted by the relevant Montenegrin laws, without the necessity of a public procurement, public tender, and other procedures stipulated by national legislation regulating the area of state property;
  - b) enter into a cooperation agreement with the Entity and qualify the Projects as investments of major importance for the national economy and of strategic and public interest for Montenegro;
  - c) execute public infrastructure developments required for the fulfilment of the Projects;
  - d) enable all the necessary spatial planning documentation for the areas covered by the Projects to be prepared in cooperation with the Entity;
  - e) ensure that all permits required for the development of the Projects are issued to the Entity without delay, in accordance with the relevant Montenegrin laws;
  - f) implement all legislative measures that are required for the successful implementation of the Projects.
2. For the purposes of the implementation of the Projects, the Government of the United Arab Emirates undertakes to encourage the designated Entity, subject to study of their financial feasibility and conclusion of a binding cooperation agreement with the Government of Montenegro, to invest (including through its own funds, bank

or related party or shareholders loans, sales, pre-sales third party investment proceeds, or other means) towards the implementation of the Projects.

#### Article 4

For the success of the Projects, the Parties shall establish a Joint Committee (hereinafter referred to as 'the Committee') and eventually sub-committees to work on the matters covered by this Agreement, especially to support the implementation of this Agreement, or any other matters agreed upon between the Parties as falling within the scope of this Agreement.

#### Article 5

1. This Agreement shall not affect any rights and obligations under other agreements in force concluded by Montenegro or the United Arab Emirates with third parties as well as rights and obligations arising from the membership of either Party in regional and international organizations.
2. The provisions of this Agreement may not be interpreted or implemented in such a way as to cancel or otherwise affect the Parties' obligations under the:
  - a) Stabilization and Association Agreement between Montenegro and the European Communities.
  - b) GCC Economic Agreement or the Agreement between the UAE and the GCC.

#### Article 6

1. Each Party shall notify the other Party in writing through diplomatic channels of the completion of the internal procedures of ratification required for the entry into force of this Agreement. The Agreement shall enter into force on the date of the receipt of the latter of these notifications.
2. This Agreement shall be valid for a period of five years and shall be automatically renewed for successive five-year periods unless terminated in accordance with paragraph 3 of this Article.
3. Either Party is entitled to terminate this Agreement at any time, by informing the other Party about such termination in writing through diplomatic channels. The Agreement shall cease to have effect six months from the notification date.
4. Termination of this Agreement shall not affect fulfilment of engagements, commitments, projects, work programs, contracts, and agreements already initiated under this Agreement until the completion of such engagements, commitments,

projects, work programs, contracts, and agreements, unless otherwise agreed upon in writing by both Parties.

5. The provisions of this Agreement may be amended by written agreement between the Parties, on the basis of mutual consent, through separate Protocols. Any amendment to this Agreement shall enter into force in accordance with paragraph 1 of this Article and shall form an integral part of this Agreement.
6. Any dispute between the Parties that may arise from the interpretation, or the implementation of this Agreement shall be settled amicably through consultations and negotiations within the Committee or, if those consultations or negotiations fail to resolve the dispute, through diplomatic channels between the two Parties.
7. Nothing in this Agreement shall prejudice the rights of an Entity under the Agreement between Government of Montenegro and the Government of United Arab Emirates on the Promotion and Reciprocal Protection of Investments.

Signed in Abu Dhabi, on March 28, 2025, in two original copies in the Montenegrin, Arabic and English languages, all texts being equally authentic. In the case of differences in the interpretation of the Agreement, the English text will prevail.

FOR THE GOVERNMENT OF  
MONTENEGRO  
Milojko Spajić

FOR THE GOVERNMENT OF  
THE UNITED ARAB EMIRATES  
Abdulah Bi Zajed Al Nahjan

### Član 3

Ovaj zakon stupa na snagu osmog dana od dana objavljivanja u "Službenom listu Crne Gore - Međunarodni ugovori".