

**ZAKON
O POTVRĐIVANJU SPORAZUMA O SARADNJI U OBLASTI RAZVOJA INFRASTRUKTURE
IZMEĐU VLADE CRNE GORE I VLADE MAĐARSKE**

Član 1

Potvrđuje se Sporazum o saradnji u oblasti razvoja infrastrukture između Vlade Crne Gore i Vlade Mađarske, potpisan u Budimpešti, 1. jula 2025. godine, u originalu na crnogorskom, mađarskom 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 RAZVOJA INFRASTRUKTURE IZMEĐU
VLADE CRNE GORE I VLADE MAĐARSKE**

Vlada Crne Gore (u daljem tekstu: „VCG“) i Vlada Mađarske (u daljem tekstu: „VM“) (zajedno: „Strane“, a pojedinačno: „Strana“),

(A) Želeći da ojačaju odnose između dvije države u skladu sa principima Povelje Ujedinjenih nacija i normama međunarodnog prava, da unaprijede izuzetne bilateralne odnose, podstaknu preduzetništvo i saradnju u oblastima od zajedničkog interesa (u daljem tekstu: „Saradnja“);

(B) Imajući u vidu zajedničko uvjerenje Strana u principe mirnog suživota među narodima i neophodnost zajedničke saradnje za postizanje međunarodnog mira, sigurnosti, stabilnosti i prosperiteta;

(C) Sa iskrenom željom da ovaj Sporazum predstavlja pravni okvir za dalji razvoj bilateralnih odnosa u oblastima saradnje definisanim Okvirnim sporazumom o saradnji između Vlade Crne Gore i Vlade Mađarske u oblasti infrastrukturnih projekata potpisanim 17.07.2019. godine, naročito radi unapređenja interesa i dobrobiti njihovih naroda, Strane su se složile o sljedećem:

Član 1

1. Strane će podsticati i promovisati saradnju između dvije države na principima prijateljstva, punog poštovanja suvereniteta i zajedničkih interesa, u skladu sa relevantnim nacionalnim zakonima, međunarodnim pravom i odredbama ovog Sporazuma.
2. Strane će naročito podsticati saradnju i strateška partnerstva u oblasti razvoja infrastrukture i drugih oblasti od interesa, na osnovu jednakosti i uzajamne koristi, u skladu sa uslovima i odredbama definisanim u ovom Sporazumu, kao i prema uslovima utvrđenim u posebnim sporazumima, memorandumima o razumijevanju i protokolima zaključenim za realizaciju konkretnih projekata i programa predviđenih u oblastima saradnje između Strana i/ili između jedne od Strana i privatnog sektora, ili između privatnih sektora obje Strane, i/ili nadležnih tijela ili organa Strana koji sprovode konkretan projekat ili program.
3. Strane će podsticati saradnju između nadležnih organa, privrednih i drugih javnih i privatnih subjekata, kao i uključivanje građana, u skladu sa nacionalnim zakonodavstvom Strana.

Član 2

Strane će obavljati neophodne konsultacije radi razmjene znanja i iskustava u sljedećim oblastima:

- a) osnivanje specijalizovanih tehničko-ekonomskih zona povezanih sa sektorom izvoza;
- b) razvoj i implementacija infrastrukturnih projekata;
- c) osnivanje malih i srednjih industrijskih preduzeća i saradnja među preduzećima iz obje države;
- d) korišćenje inovativnih tehnologija, savremene infrastrukture i podrška digitalnoj transformaciji.

Član 3

Nakon zajedničkog razmatranja prioriteta ekonomskog razvoja i dobrobiti svojih građana, obje Strane su identifikovale konkretne projekte koji se smatraju strateški važnim za ostvarivanje ciljeva ovog Sporazuma, kako slijedi:

(A) Izgradnja željeznice (u daljem tekstu: „Projekat razvoja željeznice“)

Za potrebe Projekta razvoja željeznice, VCG:

- a) će uključiti mađarsko privredno društvo (u daljem tekstu: „Društvo“) – na osnovu sektorskog pregleda tržišta, kojeg dostavlja VM, o potencijalnim investitorima i izvođačima iz Mađarske koji mogu ispuniti sve zahtjeve projekta – koje VCG bira kao glavnog izvođača i operatera Projekta razvoja željeznice, bez sprovođenja postupka javne nabavke odnosno javnog tendera, ako je to predviđeno odgovarajućim propisima Crne Gore, odnosno ako je u skladu sa nacionalnim zakonodavstvom,
- b) će sklopiti strateški sporazum o saradnji sa Društvom kao glavnim izvođačem i kvalifikovati Projekat razvoja željeznice kao investiciju od velikog značaja za nacionalnu ekonomiju,
- c) će sprovesti sve neophodne zakonodavne mjere koje su potrebne za uspješnu realizaciju Projekta.

Za potrebe Projekta razvoja željeznice, VM:

- a) će razmotriti mogućnosti finansiranja tog Projekta, o čemu će biti detaljno definisano u posebnom finansijskom sporazumu.

(B) Izgradnja autoputa (u daljem tekstu: „Projekat razvoja autoputa“)

Za potrebe Projekta razvoja autoputa VCG:

- a) će uključiti mađarsko privredno društvo (u daljem tekstu: „Društvo2“) – na osnovu sektorskog pregleda tržišta, kojeg dostavlja VM, o potencijalnim investitorima i izvođačima iz Mađarske koji mogu ispuniti sve zahtjeve projekta – koje VCG bira kao glavnog izvođača i operatera Projekta razvoja autoputa, bez sprovođenja postupka javne nabavke odnosno javnog tendera, ako je to predviđeno odgovarajućim propisima Crne Gore, odnosno ako je u skladu sa nacionalnim zakonodavstvom,
- b) će sklopiti strateški sporazum o saradnji sa Društvom2 kao glavnim izvođačem i kvalifikovati Projekat razvoja autoputa kao investiciju od velikog značaja za nacionalnu ekonomiju,
- c) će sprovesti sve potrebne zakonske mjere za uspješnu realizaciju Projekta razvoja autoputa.

Za potrebe Projekta razvoja autoputa VM:

- a) će razmotriti mogućnost finansiranja Projekta razvoja autoputa, što će biti definisano posebnim finansijskim sporazumom.

Član 4

1. Imajući u vidu strateški značaj Projekata za ekonomski razvoj obje strane, i radi obezbjeđenja njihove izvodljivosti i uspjeha, VM će, u skladu sa odredbama ovog Sporazuma, preduzeti mjere u pravcu olakšanja učešća mađarskih investitora i izvođača iz javnog i privatnog sektora u realizaciji Projekata u definisanim oblastima, kao i podržati VCG pružajući pregled tržišta potencijalnih mađarskih investitora i izvođača koji imaju kapacitete i sposobnost da ispune sve zahtjeve takvih projekata, od kojih će VCG izabrati one koji ispunjavaju sve zajednički dogovorene uslove.
2. VCG može preduzeti sve neophodne zakonske, administrativne i institucionalne mjere, u skladu sa svojim zakonodavstvom, radi efikasne i učinkovite realizacije projekata.
3. Pojediniosti u vezi sa planiranim Projektima biće definisani posebnim sporazumima.

Član 5

1. Ovaj Sporazum neće uticati na obaveze Mađarske kao članice Evropske unije, niti na obaveze VCG koje proističu iz Sporazuma o stabilizaciji i pridruživanju između Crne Gore i Evropskih zajednica, i isti mora biti u skladu sa navedenim obavezama. Stoga, odredbe ovog Sporazuma neće biti tumačene ili primjenjivane, bilo kao pojedinačne norme ili kao cjelina, na način koji bi podrazumijevao prestanak važenja, izmjenu ili bilo kakav drugi uticaj na obaveze koje Mađarska ima na osnovu ugovora na kojima je zasnovana Evropska unija, kao i na primarno i sekundarno zakonodavstvo Evropske unije.
2. Sve forme saradnje u okviru ovog Sporazuma sprovodiće se u skladu sa nacionalnim zakonima Strana.
3. Sporazum neće uticati na prava i obaveze Strana iz ranijih bilateralnih ili multilateralnih ugovora sa trećim državama ili međunarodnim organizacijama.
4. Ukoliko projekti iz ovog Sporazuma ne budu realizovani, Strane će razmotriti mogućnosti saradnje u drugim projektima.

Član 6

1. Ovaj Sporazum stupa na snagu tridesetog (30.) dana od prijema posljednjeg obavještenja kojim svaka Strana pismeno, putem diplomatskih kanala, obavještava drugu Stranu o završetku procedure propisane domaćim zakonima potrebne za stupanje na snagu ovog Sporazuma.
2. Svaka Strana obavještava drugu Stranu pismenim putem, preko diplomatskih kanala, o završetku procedure koju zahtijevaju domaći zakoni, a koja je neophodna za stupanje na snagu ovog Ugovora.
3. Ovaj Sporazum ostaje na snazi u trajanju od pet (5) godina, osim ako ne bude raskinut u skladu sa stavom 4 ovog člana.
4. Svaka Strana može raskinuti Sporazum u bilo kom trenutku uz pismeno obavještenje druge Strane putem diplomatskih kanala; raskid stupa na snagu šest mjeseci od prijema obavještenja.
5. Raskid ovog Sporazuma neće uticati na ispunjenje obaveza, projekata, radnih programa, ugovora i sporazuma koji su već započeti na osnovu ovog Sporazuma, sve dok se te obaveze, projekti, radni programi, ugovori i sporazumi ne završe, osim ako se Strane pismenim dogovorom drugačije ne sporazumiju.
6. Odredbe ili bilo koji dijelovi ovog Sporazuma mogu biti izmijenjeni pismenim sporazumom između Strana, na osnovu međusobnog pristanka. Bilo koja izmjena ovog Sporazuma stupa na snagu u skladu sa stavom 1 ovog člana.
7. Svaki spor koji može nastati iz tumačenja ili sprovođenja ovog Sporazuma rješavaće se prijateljskim putem kroz konsultacije i pregovore ili, ukoliko te konsultacije ili pregovori ne uspiju riješiti spor, putem diplomatskih kanala između dvije Strane.

U POTVRDU NAVEDENOG ovlašćeni predstavnici Vlada su potpisali ovaj Sporazum u dva originalna primjerka na crnogorskom, mađarskom i engleskom jeziku, pri čemu su svi tekstovi podjednako autentični. U slučaju razlika u tumačenju, prevladava engleski tekst.

Ovaj Sporazum je potpisan u Budimpešti dana 01. jula 2025. godine.

Milojko Spajić

Predsjednik Vlade Crne Gore

ZA VLADU CRNE GORE

Viktor Orbán

Predsjednik Vlade Mađarske

ZA VLADU MAĐARSKE

**AGREEMENT
ON COOPERATION IN THE FIELD OF INFRASTRUCTURE DEVELOPMENT BETWEEN
THE GOVERNMENT OF MONTENEGRO AND THE GOVERNMENT OF HUNGARY**

The Government of Montenegro (hereinafter referred to as 'GOMNE') and the Government of Hungary (hereinafter referred to as 'GOH') (collectively referred to as: 'the Parties' and each as: 'a Party'),

- (A) Desiring to strengthen relations between the two nations in accordance with the principles of the Charter of the United Nations and the norms as established by international law, to enhance the distinguished bilateral relations between the two countries, to promote entrepreneurship and collaboration in fields of common interest and cooperation (hereinafter referred to as 'Cooperation');
- (B) Based on the joint belief of both Parties in the principles of peaceful coexistence between peoples of the world, and the necessity of joint cooperation between countries to achieve international peace and security, stability and prosperity;
- (C) Upon the sincere aspiration to make this Agreement a legal framework for the furthering of bilateral relations covering jointly determined fields of cooperation as specified by the Framework Agreement on Cooperation between the Government of Montenegro and the Government of Hungary in the Field of Infrastructure projects signed on 17.07.2019 and especially in order to promote the interests and welfare of their peoples, the Parties have agreed as follows:

Article 1

- 1. The Parties shall encourage and promote cooperation between the two countries out of principles of friendship, full respect of sovereignty of both countries, and common interests in accordance with relevant national legislations, international laws and charters, and provisions of this Agreement.
- 2. The Parties will especially encourage cooperation and strategic partnerships **in the field of infrastructure development** and areas of interest on the basis of equality and mutual benefits, pursuant to the terms and conditions set forth in this Agreement and under the terms and conditions as defined in separate agreements, memorandums of understanding and protocols concluded for the implementation of concrete projects and programs foreseen in the fields of

the Cooperation between the Parties and/or between one of the Parties and the private sector, or between the private sectors of the two Parties, and/or competent bodies or authorities of the Parties implementing a concrete project or program.

3. The Parties will encourage cooperation between authorities, commercial and other public and private entities of both countries, as well as inclusion of citizens, in accordance with the national legislation of the Parties.

Article 2

1. The Parties shall pursue the necessary consultations between both Parties to benefit from their respective national and international expertise and experience in the following areas:
 - a) establishment of specialized technical and economic areas associated with sectoral exports;
 - b) development and implementation of infrastructure projects;
 - c) establishment of small and medium industrial ventures and collaboration between enterprises from both Parties;
 - d) the utilization of innovative technologies and highly developed infrastructures, and supporting digital transformation.

Article 3

Having deliberated jointly on the priorities of economic development and welfare of their citizens, both Parties have identified concrete projects that are deemed of a strategic nature in fulfilling the objectives of this Agreement, as follows:

- (A) **Railway construction:** (hereinafter referred to as 'the Railway Development Project')

For the purposes of the Railway Development Project GOMNE:

- a) will involve a Hungarian economic entity (hereinafter referred to as Entity) – based on a sector specific market overview provided by GOH on the potential Hungary-based investors and developers who have the capacity and capability of fulfilling all requirements of such projects as the main contractor and operator in the implementation of the Railway Development Project, – where and if permitted by the relevant Montenegrin laws – without the necessity of a public procurement or public tender, however, in line with national legislations,
- b) will enter into a strategic cooperation agreement with the Entity as prime contractor and qualify the Railway Development Project as an investment of major importance for the national economy,
- c) will implement all legislative measures that are required for the successful implementation of the Railway Development Project.

For the purposes of the Railway Development Project GOH

- a) will examine the potential funding of the Railway Development Project, which will be detailed in a separate financing agreement.

- (B) **Motorway construction:** (hereinafter referred to as 'the Motorway Development Project')

For the purposes of the Motorway Development Project GOMNE:

- a) will involve a Hungarian economic entity (hereinafter referred to as Entity2) – based on a sector specific market overview provided by GOH on the potential Hungary-based investors and developers who have the capacity and capability of fulfilling all requirements of such projects as the main contractor and operator in the implementation of the Motorway Development Project, – where and if permitted by the relevant Montenegrin laws – without the necessity of a public procurement or public tender, however, in line with national legislations,

- b) will enter into a strategic cooperation agreement with the Entity2 as prime contractor and qualify the Motorway Development Project as an investment of major importance for the national economy,
- c) will implement all legislative measures that are required for the successful implementation of the Motorway Development Project.

For the purposes of the Motorway Development Project GOH

- a) will examine the potential funding of the Motorway Development Project, which will be detailed in a separate financing agreement.

Article 4

1. Based on the strategic significance of the Projects for the economic development of both Parties, and with a view to ensuring their feasibility and success, GOH, in accordance with the provisions of this Agreement, shall facilitate the participation of Hungary-based investors and developers from both the public and private sectors in the execution of the Projects in the defined sectors, and support GOMNE by providing a market overview on the potential Hungary-based investors and developers who have the capacity and capability of fulfilling all requirements of such projects, from which GOMNE will choose the ones that meet all requirements mutually agreed by the Parties.
2. For the purposes of implementation of Projects under this Agreement, the GOMNE, in accordance with its national laws and governmental procedures, may take all necessary legislative, administrative and institutional measures, to facilitate the efficient and effective execution of the Projects.
3. The specific sections of the projects planned to be developed, will be specified and detailed in separate agreements.

Article 5

1. This Agreement shall in no way affect the obligations of Hungary as the member state of the European Union and the obligations of the GOMNE that arises from Stabilization and Association Agreement between Montenegro and the European Communities and is subject to those obligations. Consequently, the provisions of this Agreement shall not be quoted or interpreted, neither in whole nor in part in such a way as to invalidate, amend or otherwise affect the obligations of Hungary arising from the Treaties on which the European Union is founded, as well as from the primary and secondary law of the European Union.
2. All forms of cooperation arising from the Agreement shall be implemented in accordance with the national legislation of the Parties.
3. The Agreement shall not affect the rights and obligations of the Parties arising from previous bilateral or multilateral treaties concluded with third states or international organizations.
4. In case the Projects defined in this Agreement are not carried out, the Parties undertake to examine the possibility of cooperating in other projects.

Article 6

1. This Agreement shall enter into force on the 30th (thirtieth) day following the receipt of the last notification through which each Party notifies the other Party in writing, through diplomatic channels of the completion of the procedure required by domestic laws necessary for the entry into force of this Agreement.
2. Each Party notifies the other Party in writing, through diplomatic channels of the completion of the procedure required by domestic laws necessary for the entry into force of this Agreement.
3. This Agreement shall remain in force for a period of five (5) years unless terminated in accordance with paragraph 4 of this Article.

4. Any Party is entitled to terminate this Agreement at any time, by informing the other Party about such fact in writing through diplomatic channels; this termination shall be valid after six months from the notification date.
5. 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.
6. The provisions or any texts of this Agreement may be amended by written agreement between the Parties, on the basis of mutual consent; any amendment to this Agreement shall enter into force in accordance with paragraph 1 of this Article.
7. Any dispute that may arise from the interpretation or the implementation of this Agreement shall be settled amicably through consultations and negotiations or, if those consultations or negotiations fail to resolve the dispute, through diplomatic channels between the two Parties.

IN WITNESS WHEREOF the undersigned, being duly authorized by their respective Governments, have signed this Agreement in two original copies in the Montenegrin, Hungarian and English languages, all texts being equally authentic. In the case of differences in the interpretation of the Agreement, the English text will prevail.

This Agreement is signed in Budapest on the date of 1. July, 2025.

H.E. Mr. Milojko Spajić
Prime Minister of Montenegro
FOR THE GOVERNMENT OF
MONTENEGRO

H.E. Mr. Viktor Orbán
Prime Minister of Hungary
FOR THE GOVERNMENT OF
HUNGARY

Član 3

Ovaj zakon stupa na snagu osmog dana od dana objavljivanja u „Službenom listu Crne Gore – Međunarodni ugovori“.