

**ZAKON O POTVRĐIVANJU SPORAZUMA
IZMEĐU
VLADE CRNE GORE I VLADE UJEDINJENIH ARAPSKIH EMIRATA
O EKONOMSKOJ SARADNJI**

Član 1

Potvrđuje se Sporazum između Vlade Crne Gore i Vlade Ujedinjenih Arapskih Emirata o ekonomskoj saradnji, 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
IZMEĐU
VLADE CRNE GORE I VLADE UJEDINJENIH ARAPSKIH EMIRATA
O EKONOMSKOJ SARADNJI**

PREAMBULA

Budući da su Vlada Crne Gore i Vlada Ujedinjenih Arapskih Emirata (u daljem tekstu: "Strane"),

Podsjećajući na Sporazum između Vlade Crne Gore i Vlade Ujedinjenih Arapskih Emirata o ekonomskoj saradnji, potpisan u Podgorici 6. oktobra 2011. godine, koji je poslužio kao okvir za ekonomsku saradnju između dvije države,

U želji za produbljivanjem međusobnih odnosa u oblasti ekonomske i tehničke saradnje na trajnoj i dugoročnoj osnovi,

Prepoznajući potrebu da se unaprijedi i proširi ekonomska saradnja u svjetlu evoluirajućih ekonomskih prioriteta i mogućnosti,

U želji da ojačaju strateško partnerstvo između svojih ekonomija kroz ciljanu saradnju u ključnim sektorima,

Potvrđuju svoj interes za jačanje efikasne međusobne saradnje,

Stoga su se Strane dogovorile kako slijedi:

Član 1

Ukidanje prethodnog sporazuma

Sporazum između Vlade Crne Gore i Vlade Ujedinjenih Arapskih Emirata o ekonomskoj saradnji, potpisan u Podgorici 6. oktobra 2011. godine se stavlja van snage i zamjenjuje u potpunosti ovim sporazumom, kojim se uređuju prava i obaveze Strana u oblasti ekonomske saradnje, od datuma njegovog stupanja na snagu.

Član 2

Svrha Sporazuma

2.1. Svrha Sporazuma je da podstakne razvoj saradnje u oblasti ekonomskih i tehničkih oblasti na osnovu jednakosti i uzajamne koristi u skladu sa odgovarajućim zakonodavstvima u obje države.

2.2. Saradnja će obuhvatiti, ali ne ograničavajući se na, sljedeće oblasti:

- a) Industrija, uključujući tekstilnu industriju;
- b) Tehnologije u oblasti bezbjednosti;
- c) Telekomunikacije;
- d) Saradnja u oblasti vazduhoplovstva;
- e) Ulaganja i promocija ulaganja;
- f) Infrastruktura;
- g) Razvoj i promocija nekretnina;
- h) Izgradnja;
- i) Trgovina robom i uslugama;
- j) Turizam;
- k) Mala i srednja preduzeća (MSP);
- l) Poljoprivreda;
- m) Energetika i obnovljivi izvori energije;
- n) Finansijska tehnologija;
- o) Elektronska uprava;
- p) Ostale oblasti ekonomske, tehničke i trgovinske saradnje se mogu međusobno dogovoriti.

2.3. Implementacija stava 2.2. će biti razrađena kroz posebne protokole, sporazume, programe, aranžmane i/ili različite ugovore između nadležnih organa obje Strane.

2.4. U cilju implementacije ekonomske, trgovinske i tehničke saradnje u smislu ovog sporazuma, Strane će ohrabriti relevantne specijalizovane subjekte i privatni sektor da istraže mogućnosti izvršenja projekata u različitim oblastima ekonomske saradnje.

Član 3

Međuvladina saradnja

3.1. Strane će:

3.1.1. Preduzimati neophodne mjere za unapređenje i jačanje ekonomske saradnje između vladinih institucija;

3.1.2. Odobravati posebne olakšice i podsticaje investitorima u obje države, pod uslovom da su takve aktivnosti u skladu sa njihovim zakonodavstvom i međunarodnim obavezama;

3.1.3. Promovisati saradnju između malih i srednjih preduzeća (MSP) u svim oblastima i istražiti moguće industrijske investicije i mogućnosti saradnje, obuhvatajući i one koje uključuju mala i srednja preduzeća;

3.1.4. Obezbijediti, u skladu sa odgovarajućim zakonodavstvom u obje države, sve moguće objekte za pretovar, ponovni izvoz i privremeno skladištenje robe;

3.1.5. Promovisati povoljnu investicionu klimu i podsticati ulaganja investitora druge Strane;

3.1.6. Preduzimati sve neophodne mjere za promociju razvoja ekonomske, tehničke i trgovinske saradnje kroz razmjenu informacija o ekonomskom stanju u obje države, uključujući propise, ekonomske programe, poslovne prilike i druge informacije od zajedničkog interesa;

3.1.7. Identifikovati probleme, koji ometaju bilateralnu trgovinsku, tehničku i ekonomsku saradnju, i predložiti mjere za rješavanje ovih problema;

3.1.8. Podržavati, u skladu sa svojim nacionalnim zakonodavstvom, otvaranje predstavništava i ogranaka kompanija iz jedne Strane na teritoriji države druge Strane;

3.1.9. Promovisati razmjenu posjeta privrednih delegacija; i

3.1.10. Ohrabrivati učešće fizičkih i pravnih lica i privatnog sektora obje zemlje na međunarodnim sajmovima i izložbama, koje će se održavati u obje države;

3.2. Da bi se sprovodila ekonomska saradnja shodno ovom sporazumu, relevantne vladine institucije Strana će istražiti mogućnosti za saradnju na projektima u različitim sektorima, u okviru ovog sporazuma.

Član 4

Strateški i projekti od javnog interesa

4.1. Nakon zajedničkih razmatranja o prioritetima ekonomskog razvoja i dobrobiti svojih građana, Strane mogu identifikovati i istražiti posebne strateške projekte i projekte od javnog interesa koji se smatraju važnim za postizanje ciljeva ovog sporazuma.

4.2. Identifikacija, okvir i sprovođenje takvih projekata mogu biti navedeni u posebnim sporazumima, memorandumima o razumijevanju (MOR) ili drugim aranžmanima koji su međusobno dogovoreni od strane Strana.

4.3. Strane mogu periodično konsultovati i procjenjivati potencijalne projekte na osnovu svojih zajedničkih ekonomskih prioriteta i interesa.

Član 5

Zajednička ekonomska komisija

5.1. Zajednička ekonomska komisija (u daljem tekstu: "Komisija") koja se sastoji od predstavnika obje Strane i, gdje je to potrebno, predstavnika drugih subjekata iz javnog ili privatnog sektora će biti uspostavljena za koordinaciju i promociju ekonomske, trgovinske i tehničke saradnje u skladu sa članom 2 ovog sporazuma:

5.1.1. Praćenje implementacije odredbi ovog sporazuma;

5.1.2. Razvijanje saradnje u oblastima predviđenim ovim sporazumom ili na drugačiji način naknadno dogovoren između Strana; i

5.1.3. Identifikovanje ograničenja i obezbjeđivanje ekonomske, tehničke i trgovinske saradnje u dobroj vjeri i predlaganje rješenja za njihovo prevazilaženje.

5.2. Komisija će se sastajati alternativno u dvije zemlje na zahtjev jedne od Strana i uz prihvatanje druge Strane.

5.3. Svaka Strana će odrediti predsjedavajućeg sa svoje strane (u daljem tekstu: "kopredsjedavajući") i svaki kopredsjedavajući će odrediti sekretara za odgovarajući dio Komisije.

5.4. Tačan datum, mjesto i dnevni red sastanka Komisije predlaže Strana domaćin čiji će sekretar biti zadužen za pripremu zapisnika.

5.5. Za diskusiju o određenim pitanjima Komisija može odlučiti da osnuje radne grupe i da odredi njihove zadatke.

5.6. Svaka Strana snosiće troškove učešća svoje delegacije na sastancima Komisije.

5.7. Aranžmani koje preporučuje Komisija za sprovođenje ovog sporazuma, zaključuju se u skladu sa internim pravnim zahtjevima obje Strane.

Član 6

Regionalni i međunarodni sporazumi

6.1. Ovaj sporazum neće uticati na bilo koja prava i obaveze iz drugih sporazuma na snazi, koje su Crna Gora ili Ujedinjeni Arapski Emirati zaključili sa trećim stranama, kao ni na prava i obaveze koje proizilaze iz članstva obje države u regionalnim i međunarodnim organizacijama.

6.2. Odredbe ovog sporazuma ne mogu se tumačiti ili sprovoditi na takav način da ponište ili na drugi način utiču na obaveze:

6.2.1. Sporazuma o stabilizaciji i pridruživanju između Crne Gore i Evropskih zajednica;

6.2.2. Ekonomski sporazum GCC-a ili Sporazum između Ujedinjenih Arapskih Emirata i GCC-a.

Član 7

Tumačenja i rješavanja sporova

Svaki spor koji nastane između Strana koji proizlazi iz tumačenja ili sprovođenja ovog sporazuma ili dodatnih protokola, sporazuma, programa, aranžmana i/ili različitih ugovora između Strana ili njihovih nadležnih organa rješavaće se sporazumno putem konsultacija ili pregovora između predstavnika Komisije, a u suprotnom, pitanje spora ili tumačenja rješavaće se diplomatskim putem i konsultacije će se održati odmah po zahtjevu jedne od Strana.

Član 8

Amandmani

Uz uzajamnu saglasnost Strana, izmjene i dopune ovog sporazuma mogu biti sačinjene u pisanoj formi. Takve izmjene i dopune biće sačinjene u obliku posebnih protokola koji su sastavni dio ovog sporazuma i stupiće na snagu u skladu sa članom 9.1. ovog sporazuma.

Član 9

Trajanje, obnavljanje i raskid

9.1. Svaka Strana će u pisanoj formi obavijestiti drugu Stranu, diplomatskim putem, o završetku unutrašnjih procedura potrebnih za stupanje na snagu ovog sporazuma. Sporazum stupa na snagu na dan prijema posljednjeg od ovih obavještenja.

9.2. Ovaj sporazum će važiti za period od pet godina i automatski će se obnavljati za uzastopne periode od pet godina.

9.3. Svaka Strana će, diplomatskim putem, o svojoj namjeri da raskine ovaj sporazum obavijestiti drugu Stranu, najmanje šest mjeseci prije datuma isteka ovog sporazuma.

9.4. Svaka Strana može raskinuti ovaj sporazum upućivanjem pisanog obavještenja, diplomatskim putem, drugoj Strani, i takav raskid stupa na snagu šest mjeseci nakon datuma prijema takvog obavještenja u skladu sa stavom 9.3.

9.5. Raskid ovog sporazuma neće uticati na valjanost ili trajanje bilo kojeg posebnog sporazuma, projekta, obaveza koje proizlaze iz ugovora ili aktivnosti zaključenih shodno ovom sporazumu do potpunog završetka takvih posebnih sporazuma, projekata, obaveza ili aktivnosti, osim ukoliko Strane ne odluče drugačije.

9.6. Ovaj sporazum prestaje da važi na dan pristupanja Crne Gore Evropskoj uniji, pod uslovom da se uzme u obzir primjena stava 9.5 ovog Sporazuma.

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 razlika u tumačenju, mjerodavna će biti verzija na engleskom jeziku.

ZA VLADU
CRNE GORE

Milojko Spajić

ZA VLADU
UJEDINJENIH ARAPSKIH EMIRATA

Abdulah Bin Zayed Al Nahjan

**AGREEMENT
BETWEEN
THE GOVERNMENT OF MONTENEGRO AND THE GOVERNMENT OF THE
UNITED ARAB EMIRATES ON ECONOMIC COOPERATION**

PREAMBLE

Whereas the Government of Montenegro and the Government of the United Arab Emirates (hereinafter jointly referred to as "the Parties" and individually the "Party"),

Recalling the Agreement between the Government of Montenegro and the Government of the United Arab Emirates on Economic Cooperation, signed in

Podgorica on October 6, 2011, which has served as a framework for economic cooperation between the two States;

Desiring to expand mutual relations in the field of economic and technical cooperation on lasting and long-term basis;

Recognizing the need to enhance and expand their economic cooperation in light of evolving economic priorities and opportunities;

Desiring to strengthen the strategic partnership between their respective economies through targeted collaboration in key sectors;

Confirming their interest in the strengthening of effective mutual cooperation;

Now therefore the Parties have agreed as follows:

Article 1

Repeal of Prior Agreement

The Agreement between the Government of the United Arab Emirates and the Government of Montenegro on Economic Cooperation, signed in Podgorica on October 6, 2011, is hereby repealed and replaced in its entirety by this Agreement, which shall govern the rights and obligations of the Parties in the area of economic cooperation, from its effective date onward.

Article 2

Purpose of the Agreement

2.1. The purpose of the Agreement is to foster the development of cooperation in the area of economic and technical fields on the basis of equality and mutual benefits in accordance with the respective legislations in both States.

2.2. The Cooperation shall include, but not limited to, the following areas:

- a) Industry, including garment industry;
- b) Security technologies;
- c) Telecommunication;
- d) Aviation cooperation;
- e) Investment and Investment promotion;
- f) Infrastructure;
- g) Real-estate development and promotion;

- h) Construction;
- i) Trade in goods and services;
- j) Tourism;
- k) Small and Medium Size Enterprises (SMEs);
- l) Agriculture;
- m) Energy and renewable energy;
- n) Financial technology;
- o) Electronic government;
- p) Other areas of economic, technical and trade cooperation which can be mutually agreed.

2.3. The implementation of sub-paragraph 2.2. above shall be elaborated through specific protocols, agreements, programs, arrangements and/or distinct contracts between the respective competent authorities of both Parties.

2.4. In order to implement the economic, trade and technical cooperation in terms of this Agreement, the Parties shall encourage relevant specialized entities and private sector to explore the possibilities of executing projects in various areas of economic cooperation.

Article 3

Government-to-Government Cooperation

3.1. The Parties shall:

3.1.1. Take necessary measures to enhance and strengthen economic cooperation between their government institutions;

3.1.2. Grant special facilities and incentives to investors in both countries, provided that such actions are in accordance with their respective legislation and international obligations and commitments;

3.1.3. Promote cooperation between Small and Medium Sized- Enterprises (SMEs) in all areas and shall explore possible industrial investments and cooperation opportunities, including those involving SMEs;

3.1.4. Provide, in accordance with the respective legislation in both countries, all possible facilities for trans-shipment, re-export and temporary storage of commodities;

3.1.5. Promote a favorable investment climate and encourage investments from the investors of the other Party;

3.1.6. Take all necessary measures to promote the development of economic, technical, and trade cooperation through the exchange of information on the economic

situation in both States, including regulations, economic programs, business opportunities, and other information of mutual interest;

3.1.7. Identify problems, which hinder bilateral trade, technical and economic cooperation, and propose measures for resolving these problems;

3.1.8. Support, in accordance with their respective laws and regulations, the opening of representative offices and branches of companies from one Party on the territory of State of the other Party;

3.1.9. Promote the exchange of visits of commercial delegations; and

3.1.10. Encourage the participation of the natural and legal persons and private sectors of both countries in international fairs and exhibitions, which will be held in both States;

3.2. To implement economic cooperation under this Agreement, the relevant government institutions of the Parties shall explore opportunities for collaboration on projects across various sectors, in line with the scope of this Agreement.

Article 4

Strategic and Projects of Public Interest

4.1. After joint discussions on economic development priorities and the well-being of their peoples, the Parties may identify and explore specific strategic projects and projects of public interest that are considered important for achieving the objectives of this Agreement.

4.2. The identification, scope, and implementation of such projects may be outlined in separate agreements, memorandums of understanding (MOUs), or other arrangements as mutually agreed by the Parties.

4.3. The Parties may periodically consult and assess potential projects based on their shared economic priorities and interests.

Article 5

Joint Economic Commission

5.1. A Joint Economic Commission (hereinafter referred to as "the Commission") consisting of representatives of both Parties and, where necessary, representatives of other public or private sector institutions shall be set up to coordinate and promote the economic, trade and technical cooperation identified under Article 2 of this Agreement by:

5.1.1. Following up the implementation of provisions of this Agreement;

5.1.2. Developing cooperation in the fields provided for in this Agreement or otherwise agreed upon later between the Parties; and

5.1.3. Identifying restrictions and duly providing economic, technical and trade cooperation and proposing solutions for its overcoming.

5.2. The Commission shall meet alternatively in the two countries at the request of one of the Parties and with the acceptance of the other Party.

5.3. Each Party shall designate a Chairperson on its part (referred as "Co- chair") and each Co-chair shall designate a Secretary for the respective part of the Commission.

5.4. The exact date, place and the agenda of the meeting of the Commission shall be proposed by the host Party whose Secretary shall be in charge of preparation of the Minutes.

5.5. For the discussion of particular issues, the Commission may decide to set up working groups and to specify their tasks.

5.6. Each Party shall bear the cost of participation of its delegation to the Meetings of the Commission.

5.7. Arrangements recommended by the Commission for the implementation of this Agreement, shall be concluded in accordance with the internal legal requirements of both Parties.

Article 6

Regional and International Agreements

6.1. This Agreement shall not affect any rights and obligations of 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 both countries in regional and international organizations.

6.2. The provisions of this Agreement may not be interpreted or implemented in such a way as to cancel or otherwise affect the obligations under the:

6.2.1. Stabilization and Association Agreement between Montenegro and the European Communities;

6.2.2. GCC Economic Agreement or the Agreement between the United Arab Emirates and the GCC.

Article 7

Interpretations and disputes resolution

Any dispute between the Parties arising out of the interpretation or implementation of

this Agreement or additional Agreements and Protocols shall be settled amicably through consultations or negotiations between the officials of the Commission, failing which, the matter of the dispute or interpretation shall be resolved through diplomatic channels and consultations shall take place immediately upon the request of one of the Parties.

Article 8

Amendments

By mutual consent of the Parties, additions and amendments may be made to this Agreement in writing. Such additions and amendments shall be made in a form of separate Protocols being an integral part of this Agreement and shall enter into force in accordance with Article 9.1. of this Agreement.

Article 9

Duration, Renewal and Cancellation

9.1. Each Party shall notify the other Party in writing through diplomatic channels of the completion of its internal procedures required for the entry into force of this Agreement. The Agreement shall enter into force on the date of the receipt of the later of these notifications.

9.2. This Agreement shall be valid for a period of five years and shall be automatically renewed for successive five-year periods

9.3. Either Party shall notify the other Party in writing, through diplomatic channels, within at least six months prior to the date of expiry of this Agreement, of its intention to terminate it

9.4. Either Party may terminate this Agreement by written notification, sent through diplomatic channels, to the other Party, and such termination shall take effect six months after the date of the receipt of such notification in accordance with Article 9.3.

9.5. The termination of this Agreement will not affect the validity or duration of any specific agreements, projects, commitments resulting from the contracts, or activities made under this Agreement until the full completion of such specific agreements, projects, commitments, or activities unless otherwise decided upon by the Parties.

9.6. This Agreement shall be repealed on the date of Montenegro's accession to the European Union subject to taking into consideration what stated in paragraph 9.5 above.

Signed in **Abu Dhabi** on **28/03/2025**, in two originals in Arabic, Montenegrin and English language and all texts being equally authentic. In the event of divergence in interpretation the English text shall prevail.

FOR THE GOVERNMENT OF

MONTENEGRO

Milojko Spajić

FOR THE GOVERNMENT OF

THE UNITED ARAB EMIRATES

Abdulah Bi Zayed Al Nahjan

Član 3

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