

## PREDLOG

### ZAKON O POTVRĐIVANJU SPORAZUMA IZMEĐU VLADE CRNE GORE I SAVJETA MINISTARA REPUBLIKE ALBANIJE O EKONOMSKOJ SARADNJI

#### Član 1

Potvrđuje se Sporazum između Vlade Crne Gore i Savjeta ministara Republike Albanije o ekonomskoj saradnji, potpisani uTirani, 24. februara 2015. godine, u originalu na crnogorskom, albanskom 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 SAVJETA MINISTARA REPUBLIKE ALBANIJE O EKONOMSKOJ SARADNJI

#### Preamble

S obzirom na to da Vlada Crne Gore i Savjet ministara Republike Albanije (u daljem tekstu: „Ugovorne strane“):

u želji da prošire uzajamne odnose u oblasti ekonomske i tehničke saradnje na trajnoj i dugoročnoj osnovi;

potvrđuju svoj interes za jačanje saradnje;

dogovorile su se kako slijedi:

#### ČLAN 1 Svrha sporazuma

- 1.1. Svrha Sporazuma je podsticanje razvoja saradnje na ekonomskom i tehničkom polju na osnovu jednakosti i uzajamne koristi u skladu sa zakonodavstvom obje države.
- 1.2. Saradnja obuhvata, ali se ne ograničava na sljedeće oblasti:
  - 1) industriju;
  - 2) energetiku;

- 3) trgovinu robama i uslugama;
- 4) poljoprivredu;
- 5) zaštitu životne sredine;
- 6) turizam;
- 7) saobraćaj;
- 8) druge oblasti ekonomске, tehničke i trgovinske saradnje koja može biti zajednički dogovorena.

1.3. U cilju realizacije ekonomске, trgovinske i tehničke saradnje u smislu ovog Sporazuma, Ugovorne strane će podsticati relevantna specijalizovana tijela i privatni sektor da istraže mogućnosti za realizaciju projekata u raznim oblastima ekonomске saradnje.

## ČLAN 2

### Obaveze ugovornih strana

2.1 Ugovorne strane će:

- 2.1.1 preduzimati sve neophodne mјere u pravcu razvoja ekonomске, tehničke i trgovinske saradnje u obje države;
- 2.1.2 preduzimati sve neophodne mјere u pravcu razmjene informacija o ekonomskoj situaciji u dvije države u vezi sa propisima, ekonomskim programima, poslovanjem, i drugih informacija od uzajamnog interesa;
- 2.1.3 identifikovati probleme koji ometaju bilateralnu trgovinsku, tehničku i ekonomsku saradnju i predlagati mјere za rješavanje tih problema.

2.2 Ugovorne strane će:

- 2.2.1 podsticati učešće fizičkih i pravnih lica i privatnih sektora obje države na međunarodnim sajmovima i izložbama, koje će se održavati u obje države;
- 2.2.2 podržavati i podsticati uzajamne posjete trgovinskih delegacija;
- 2.2.3 podržavati otvaranje predstavništava i filijala kompanija jedne Ugovorne strane na teritoriji druge Ugovorne strane.

## ČLAN 3

### Osnivanje Mješovite komisije za ekonomsku saradnju

3.1 Mješovita komisija za ekonomsku saradnju, koju čine predstavnici obje Ugovorne strane i, kada je potrebno, predstavnici drugih institucija iz javnog ili privatnog sektora, biće ustanovljena u cilju koordinacije i unapređivanja ekonomске, trgovinske i tehničke saradnje određene članom 1 ovog Sporazuma:

- 3.1.1** praćenjem realizacije ovog Sporazuma;
    - 3.1.2** razvijanjem saradnje u oblastima koje su definisane ovim Sporazumom, ili u drugim oblastima o kojima se Ugovorne strane kasnije dogovore;
    - 3.1.3** identifikovanjem ograničenja i davanjem predloga za njihovo prevazilaženje.
- 3.2** Mješovita komisija za ekonomsku saradnju sastajaće se po potrebi, naizmjenično u dvije države, na zahtjev jedne Ugovorne strane i uz prihvatanje druge Ugovorne strane.
- 3.3** Svaka Ugovorna strana će imenovati predsjedavajućeg sa svoje strane (u daljem tekstu: „kopredsjedavajući“), a svaki kopredsjedavajući će imenovati sekretara za dotični dio Komisije.
- 3.4** Ugovorna strana domaćin, čiji je sekretar zadužen za izradu zapisnika, predlaže datum i dnevni red sastanka.
- 3.5** Za potrebe razmatranja posebnih pitanja, Komisija može donijeti odluku da formira radne grupe i precizira njihove zadatke.
- 3.6** Svaka Ugovorna strana će snositi troškove učešća svojih delegacija na sjednicama Mješovite komisije za ekonomsku saradnju.
- 3.7** Preporuke Mješovite komisije za ekonomsku saradnju za realizaciju ovog Sporazuma sprovodiće se u skladu sa internim pravilima obje Ugovorne strane.

#### **ČLAN 4** **Regionalni i međunarodni sporazumi**

##### **4.1 Ovaj Sporazum:**

- 4.1.1** neće uticati na bilo koja prava i obaveze iz drugih sporazuma koji su na snazi, a koje je potpisala Crna Gora ili Republika Albanija sa trećim stranama, niti na prava i obaveze koje proizilaze iz članstva obje države u regionalnim i međunarodnim organizacijama, kao što je STO, kao i buduće članstvo Ugovornih strana u EU;
- 4.1.2** odredbe ovog Sporazuma ne mogu se tumačiti ili sprovoditi na način da otkazuju, ili na drugi način utiću na obaveze po osnovu Sporazuma o stabilizaciji i pridruživanju između Ugovornih strana i Evropskih zajedница.

#### **ČLAN 5** **Tumačenja i rješavanje sporova**

Svaki spor između Ugovornih strana koji proizilazi iz tumačenja ili realizacije ovog Sporazuma ili dodatnih sporazuma i protokola rješavaće se sporazumno, konsultacijama ili pregovorima između članova Mješovite komisije za ekonomsku saradnju, a u slučaju neuspjeha, pitanje spora ili tumačenja rješavaće

se putem diplomatskih kanala i konsultacija i sprovodiće se bez odlaganja na zahtjev jedne od Ugovornih strana.

## **ČLAN 6**

### **Izmjene i dopune**

Izmjene i dopune ovog Sporazuma mogu se izvršiti na osnovu uzajamne saglasnosti Ugovornih strana, pisanim putem. Takve izmjene i dopune se sačinjavaju u formi posebnih protokola, koji čine sastavni dio ovog Sporazuma i stupaju na snagu nakon što ih odobre Ugovorne strane.

## **ČLAN 7**

### **Trajanje, obnavljanje i otkazivanje**

- 7.1** Svaka Ugovorna strana će obavijestiti drugu Ugovornu stranu, pisanim putem, kroz diplomatske kanale, o završetku unutrašnjih procedura koje su potrebne za stupanje na snagu ovog Sporazuma. Sporazum stupa na snagu datumom prijema poslednjeg od ovih obavještenja.
- 7.2** Ovaj Sporazum će biti važeći za period od pet godina i automatski se obnavlja za isti period, osim ako bilo koja Ugovorna strana obavijesti drugu Ugovornu stranu, pisanim putem, kroz diplomatske kanale, u roku od najmanje šest mjeseci prije isteka istog, da želi da ga raskine.
- 7.3** Obavještenje o raskidu stupa na snagu godinu dana nakon što druga Ugovorna strana primi isto.
- 7.4** U slučaju obavještenja o raskidu ovog Sporazuma, osim ako su se Ugovorne strane dogovorile drugačije, obaveze koje proističu iz ugovora zaključenih u skladu sa njegovim odredbama, a nijesu još izvršene, na snazi su do potpunog izvršenja takvih ugovora.

Potvrđujući gore navedeno, dolje potpisani predstavnici, ovlašćeni od svojih Vlada, zaključuju ovaj Sporazum.

Potpisan u Titani, dana 24. februara 2015. godine, u dva originalna primjerka, na crnogorskom, albanskom i engleskom jeziku, pri čemu su svi tekstovi jednakautentični. U slučaju razlike u tumačenju, mjerodavna je verzija na engleskom jeziku.

**ZA VLADU CRNE GORE**

Igor Lukšić

**ZA SAVJET MINISTARA REPUBLIKE  
ALBANIJE**

Ditmir Bushati

# **AGREEMENT BETWEEN THE GOVERNMENT OF MONTENEGRO AND THE COUNCIL OF MINISTERS OF THE REPUBLIC OF ALBANIA ON ECONOMIC COOPERATION**

## **Preamble**

Whereas the Government of Montenegro and the Council of Ministers of the Republic of Albania (hereinafter referred to as "the Contracting Parties"):

Desirous of expanding mutual relations in the field of economic and technical cooperation on a lasting and long-term basis;

Confirm their interest in the strengthening of cooperation;

Have agreed as follows:

## **ARTICLE 1 PURPOSE OF THE AGREEMENT**

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

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

- 1) Industry;
- 2) Energy;
- 3) Trade in goods and services;
- 4) Agriculture;
- 5) Environment;
- 6) Tourism;
- 7) Transport;
- 8) Other areas of economic, technical and trade cooperation which can be mutually agreed.

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

## **ARTICLE 2**

### **OBLIGATIONS OF THE CONTRACTING PARTIES**

**2.1** The Contracting Parties shall:

- 2.1.1** Take all necessary measures for development of economic, technical and trade cooperation in both States;
- 2.1.2** Take all necessary measures for exchange of information on the economic situation in the two States on regulations, economic programs, business and other information of mutual interest;
- 2.1.3** Identify problems, which hinder bilateral trade, technical and economic cooperation, and propose measures for resolving these problems.

**2.2** The Contracting Parties shall:

- 2.2.1** Encourage the participation of the natural and legal persons and private sectors of both countries in international fairs and exhibitions, which shall take place in both States;
- 2.2.2** Support and encourage the exchange of visits of commercial delegations;
- 2.2.3** Support the opening of representative offices and branches of companies from one Contracting Party on the territory of the other Contracting Party.

## **ARTICLE 3**

### **ESTABLISHMENT OF A JOINT ECONOMIC COMMISSION**

- 3.1** A Joint Economic Commission consisting of representatives of both Contracting 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 1 of this Agreement by:
  - 3.1.1** Following the implementation of this Agreement;
  - 3.1.2** Developing cooperation in the fields provided for in this Agreement or otherwise agreed upon later between the Contracting Parties;
  - 3.1.3** Identifying restrictions and proposing solutions for its overcoming.
- 3.2** The Joint Economic Commission shall meet as needed, alternatively in the two countries at the request of one of the Contracting Parties and with the acceptance of the other Contracting Party.
- 3.3** Each Contracting 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.

- 3.4** The host Contracting Party who's Secretary shall be in charge of preparation of the Minutes shall propose the date and the Agenda of the meeting.
- 3.5** For the discussion of particular issues, the Commission may decide to set up working groups and specifying their tasks.
- 3.6** Each Contracting Party shall bear the cost of its delegations to the Meetings of the Joint Economic Commission.
- 3.7** Arrangements recommended by the Joint Economic Commission for the implementation of this Agreement shall be concluded in accordance with the internal requirements of both Contracting Parties.

#### **ARTICLE 4 REGIONAL AND INTERNATIONAL AGREEMENTS**

- 4.1** This Agreement shall:
  - 4.1.1** Not affect any rights and obligations of other Agreements in force, concluded by Montenegro or the Republic of Albania with third parties as well as rights and obligations arising from the membership of both countries in regional and international organizations, such as WTO as well as future membership of Contracting Parties in EU;
  - 4.1.2** The provisions of this Agreement may not be interpreted or implemented in such a way to cancel, or otherwise affect the obligations under the Stabilization and Association Agreement between Contracting Parties and the European Communities.

#### **ARTICLE 5 INTERPRETATIONS AND DISPUTES RESOLUTION**

Any dispute between the Contracting Parties arising from interpretation or implementation of this Agreement or additional agreements and protocols, shall be settled amicably through consultations or negotiations between the officials of the Joint Economic Commission, failing which, the matter of the dispute or interpretation shall be resolved through diplomatic channels and consultations and shall take place immediately upon the request of one of the Contracting Parties.

#### **ARTICLE 6 AMENDMENTS**

Amendments and additions to this Agreement may be made by mutual consent of the Contracting Parties, in writing. Such amendments and additions shall be made in a form of separate Protocols being an integral part of this Agreement and shall enter into force after approval has been given by the Contracting Parties.

## ARTICLE 7

### DURATION, RENEWAL AND CANCELLATION

- 7.1** Each Contracting Party shall notify the other Contracting Party of the completion of the internal procedures required for the entry into force of this Agreement, in writing through diplomatic channels. The Agreement shall enter into force on the date of the later of these notifications.
- 7.2** This Agreement shall be valid for a period of five years and automatically renewed for a similar period unless either Contracting Party notifies the other Contracting Party of its desire to terminate it, in writing, through diplomatic channels, within at least six month prior to its expiry.
- 7.3** The notice of termination shall become effective one year after the other Contracting Party has received it.
- 7.4** In case of notification to terminate this Agreement, unless the Contracting Parties have agreed otherwise, commitments resulting from the contracts concluded under its provisions and not yet implemented shall be valid until such contracts are fully implemented.

**IN WITNESS, WHEREFORE** the undersigned being duly authorized thereto by their respective Governments have signed this Agreement.

Signed in Tirana on 24. February 2015, in two original texts, in Montenegrin, Albanian and English languages, all texts being equally authentic. In the case of divergence in interpretation, the English text shall prevail.

**FOR THE GOVERNMENT OF  
MONTENEGRO**

Igor Lukšić

**FOR THE COUNCIL OF MINISTERS OF  
THE REPUBLIC OF ALBANIA**

Ditmir Bushati

### **Član 3**

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