

Na osnovu člana 21 stav 2 Zakona o zaključivanju i izvršavanju međunarodnih ugovora („Službeni list CG“, broj 77/08), Vlada Crne Gore na sjednici od _____ 2019. godine, donijela je

**ODLUKU
O OBJAVLJIVANJU SPORAZUMA O VOJNOJ FINANSIJSKOJ SARADNJI
IZMEĐU VLADE CRNE GORE I VLADE REPUBLIKE TURSKJE**

Član 1

Objavljuje se Sporazum o vojnoj finansijskoj saradnji između Vlade Crne Gore i Vlade Republike Turske, potpisan u Ankari, 1. oktobra 2019.godine, u originalu na crnogorskom, turskom i engleskom jeziku.

Član 2

Tekst Sporazuma iz člana 1 ove odluke, u originalu, na crnogorskom i engleskom jeziku, glasi:

**SPORAZUM O VOJNOJ FINANSIJSKOJ SARADNJI
IZMEĐU VLADE CRNE GORE
I
VLADE REPUBLIKE TURSKJE**

UVOD

Vlada Republike Turske i Vlada Crne Gore (u nastavku pojedinačno biće označene kao Strana i zajedno kao Strane) u okviru postojećih prijateljskih odnosa u cilju jačanja vojne saradnje i pružanja doprinosa restrukturiranju Vojske Crne Gore postigle su sporazum u dolje navedenim pitanjima.

ČLAN I

CILJ

Cilj ovog sporazuma jeste da u skladu sa vojnom finansijskom saradnjom između Vlade Republike Turske i Vlade Crne Gore, a u okviru zakona Republike Turske i godišnjeg budžeta, odredi osnovne principe u okviru kojih će se iznos od 100.000.000 TL (sto miliona turskih lira) izraženih u dolarima, koristiti za robe i usluge u vojne svrhe pri čemu se prioritet daje 100% lokalnim turskim firmama i ustanovama kao proizvođačima u Republici Turskoj.

ČLAN II

SADRŽAJ

Ovim sporazumom se uređuje korišćenje 100.000.000 TL (sto miliona turskih lira) izraženih u američkim dolarima za kupovinu roba i usluga u vojne svrhe od strane Vlade Crne Gore pri čemu se prioritet se daje 100% lokalnim turskim firmama i ustanovama kao proizvođačima u Turskoj i čija će se upotreba vršiti u skladu sa propisima Republike Turske koji regulišu ovu oblast.

ČLAN III

NADLEŽNI ORGANI I KONTAKTI

Za primjenu ovog sporazuma u ime Vlade Republike Turske nadležno je Ministarstvo Nacionalne Odbrane Republike Turske, dok je u ime Vlade Crne Gore nadležno Ministarstvo odbrane Crne Gore. Kontakti za ovaj sporazum su Vojni Ataše/Ambasada Crne Gore u Ankari/Republici Turskoj i Vojni Ataše/Ambasada Republike Turske u Tirani/Republici Albaniji.

ČLAN IV

OSNOVI PRIMJENE

1. Vlada Republike Turske će u skladu sa svojim zakonima i godišnjim budžetom vršiti izdvajanje sredstva u ukupnom iznosu od 100.000.000 TL (sto miliona turskih lira).
2. Nakon stupanja na snagu ovog sporazuma Ministarstvo odbrane Crne Gore će obavijestiti Ministarstvo Nacionalne Odbrane Republike Turske o prijedlozima projekata koji su predviđeni za stranu pomoć u narednim godinama koji su označeni kao prioritetni (tip materijala, količina, tehničke karakteristike i ukoliko postoje fotografije).
3. Ministarstvo odbrane Crne Gore će svake godine do kraja januara, dostavljati Ministarstvu Nacionalne Odbrane Republike Turske ažurirane potrebe za sredstvima i uslugama (tip materijala, količina i karakteristike).
4. Vojni Ataše/ Ambasada Republike Turske obavijestit će Ministarstvo odbrane Crne Gore o godišnjem iznosu odobrenih sredstava koja će se izdvajati od ukupne vrijednosti od 100.000.000 TL (sto miliona turskih lira).
5. Obezbjedeana sredstva na godišnjem nivou biće dostupna za upotrebu do kraja ukupnog perioda od 5 (pet) godina, nakon što Vojni Ataše/ Ambasada Republike Turske obavijesti Ministarstvo odbrane Crne Gore. Nakon isteka perioda od pet godina prestaje pravo korišćenja neiskorišćenih sredstava, koja ostaju na korišćenje Republici Turskoj.
6. Ministarstvo nacionalne odbrane Republike Turske će koordinirati nabavku sredstava i usluga, za vojne potrebe Ministarstva odbrane Crne Gore, preferirajući 100% proizvode turskih firmi i ustanova, shodno odredbama ovog sporazuma
7. Ministarstvo odbrane Crne Gore, uzimajući u obzir izdvojena sredstva, putem diplomatskih kanala dostaviće Ministarstvu Nacionalne Odbrane Republike Turske spisak potreba za sredstva i usluge (na način da budu obuhvaćeni prioriteti). Ministarstvo Nacionalne Odbrane Republike Turske će odrediti način na koji će se realizovati proces nabavke sredstava i usluga time što će se prioritet dati 100% turskim firmama i ustanovama kao proizvođačima u Turskoj.
8. Firma dobavljač će otpremiti iz Turske robu koja će biti isporučena u Crnoj Gori, i neće biti vršena tranzitna trgovina.
9. Troškovi prevoza, špedicije, transporta, montaže, ambalaže, obrazovanja kao i troškovi koji se javu u vezi sa obrazovanjem kao što su troškovi odlaska -dolaska u Republiku Tursku, troškovi hrane i smještaja, lični troškovi, osiguranje, bankarski troškovi, porez, taksa kao i troškovi razlike u kursu, svi troškovi direktno vezani za obezbjeđenje sredstava biće obuhvaćeni ugovorom između Ministarstva odbrane Crne Gore i izabrane kompanije.
10. Plaćanje će se izvršiti nakon obavještenja dostavljenog putem diplomatskih kanala Ministarstvu Nacionalne Odbrane Republike Turske od strane Ministarstva odbrane Crne Gore da je roba u skladu sa potrebama nabavke, uslovima ugovora i postupcima kontrole, bez nedostataka i u ispravnom stanju preuzeta.
11. Ukoliko Ministarstvo odbrane Crne Gore izvrši nabavku sredstava i usluga veću od iznosa dodijeljenih novčanih sredstava, obezbijedit će novčani iznos razlike sredstava preko dodijeljenog iznosa. Vlada Republike Turske neće vršiti plaćanja iznad iznosa o kojem je prethodno obaviještena.
12. Međusobne posjete tokom perioda nabavke počinju nakon što je Ministarstvo odbrane Crne Gore obaviješteno o dodijeljenoj količini sredstava. Troškovi predstavnika Ministarstva odbrane Crne Gore koji se javu tokom ovog perioda biće obezbjeđeni od strane Ministarstva odbrane Crne Gore. Nakon isporuke roba i usluga u Crnu Goru, primjenjivaće se zakoni Crne Gore.

ČLAN V

PRAVO KORIŠĆENJA ROBA I USLUGA

1. Shodno ovom Sporazumu, prebačena sredstva i roba i usluge isporučene od strane Vlade Republike Turske mne mogu biti uklonjene iz evidencije od strane Vlade Crne Gore bez pisanog odobrenja Vlade Republike Turske.
2. Ministarstvo odbrane Crne Gore bez prethodnog dobijanja pisane saglasnosti od strane Vlade Republike Turske neće izvršiti prenos roba i usluga ili pravo korišćenja istih drugoj zemlji ili bilo kojoj drugoj trećoj strani.
3. Odredbe ovog Sporazuma ne utiču na obaveze koje proizilaze iz međunarodnih ugovora čiji su potpisnici Strane i ne mogu se koristiti protiv interesa, bezbjednosti i teritorijalnog integriteta drugih zemalja.

ČLAN VI

STEPEN POVJERLJIVOSTI PODATAKA

Bez pisanog odobrenja druge strane, informacije o sadržini kao i primjeni Sporazuma ili druge informacije koje nose karakter povjerljivosti Strane neće iznositi trećim licima. Ovaj princip povjerljivosti nastavlja da teče i nakon isteka Sporazuma.

ČLAN VII

RJEŠAVANJE SPOROVA

Svi sporovi koji proizilaze iz primjene ili tumačenja ovog Sporazuma rješavaće se pregovorima diplomatskim putem, bez upućivanja trećoj strani, arbitražnom sudu ili međunarodnom sudu. Ukoliko pregovori diplomatskim putem ne daju rezultat ovaj Sporazum se može raskinuti u skladu s postupkom utvrđenim u članu X.

ČLAN VIII

REVIZIJA I IZMJENE

1. Ministarstvo odbrane Crne Gore i Ministarstvo nacionalne odbrane Republike Turske mogu da predlože izmjenu ili reviziju ovog Sporazuma. U tom slučaju, pregovori o izmjeni ili reviziji počinju najkasnije 30 (trideset) dana nakon što Strane prime pisano obavještenje.
2. Izmjene oko kojih je između strana pisanim putem postignuta saglasnost stupaju na snagu na način utvrđen članom IX.
3. U skladu sa odredbama člana X, ukoliko se u roku od 60 (šezdeset) dana od dana početka pregovora koje vode strane ne postigne rezultat Sporazum se može raskinuti.
4. Tokom pregovaračkog procesa, Strane će nastaviti sa ispunjavanjem svojih obaveza iz ovog Sporazuma.

ČLAN IX

ODOBRENJE I STUPANJE NA SNAGU

Ovaj Sporazum stupa na snagu danom prijema posljednjeg pisanog obavještenja kojom su se strane diplomatski obavijestile o završetku domaćih pravnih postupaka potrebnih za stupanje na snagu Sporazuma.

ČLAN X

PERIOD TRAJANJA I RASKID

1. Ovaj Sporazum traje 5 (pet) godina od datuma njegovog stupanja na snagu.
2. Ovaj se sporazum automatski produžava za 1 (jednu) godinu, osim ukoliko jedna ugovorna strana pisano diplomatskim putem ne obavijesti drugu stranu 60 (šestdeset) dana prije isteka roka o svojoj namjeri da raskine sporazum.
3. Ukoliko jedna strana ne ispuni odredbe ovog sporazuma ili zaključi da druga strana to ne

čini, strane mogu pisanim putem predložiti konsultacije. Ove konsultacije započinju u roku od 30 (trideset) dana od dana prijema pisanog obavještenja. Ako dogovor ne može biti postignut u roku od 60 (šezdeset) dana, bilo koja strana može raskinuti ovaj sporazum uz pisano obavještenje koje će biti dostavljeno 60 (šezdeset) dana unaprijed.

4. U svakom slučaju, Sporazum će se automatski raskinuti ako se sredstva dodijeljena Ministarstvu odbrane Crne Gore u potpunosti iskoriste u skladu s ovim Sporazumom.
5. U slučaju raskida ovog Sporazuma na bilo koji način, neiskorišćena sredstva bez obzira na datum kada su dodijeljena, biće vraćena u trezor Republike Turske.
6. Raskidanje ovog Sporazuma po bilo kom osnovu ne dovodi u pitanje primjenu odredaba člana V istog.

ČLAN XI

TEKST I POTPIS

1. Ovaj Sporazum sastavljen je u dva originalna primjerka na crnogorskom, turskom i engleskom jeziku, a svaki je podjednako važeći. U slučaju bilo kakvih sporova koji proizlaze iz primjene ovog Sporazuma, prihvaćće se punovažnost teksta na engleskom jeziku.
2. U skladu sa gore navedenim odredbama ovaj Sporazum je potpisan 1. oktobra 2019. godine u Ankari, od strane dolje imenovanih lica ovlašćenih od strane vlada.

**U IME VLADE
CRNE GORE**

mr Predrag BOŠKOVIĆ, s.r.
Ministar odbrane

**U IME VLADE
REPUBLIKE TURSKE**

Halusi AKAR, s.r.
Ministar nacionalne odbrane

**MILITARY FINANCIAL COOPERATION AGREEMENT
BETWEEN
THE GOVERNMENT OF MONTENEGRO
AND
THE GOVERNMENT OF THE REPUBLIC OF TURKEY**

PREAMBLE

The Government of Montenegro and the Government of the Republic of Turkey (hereinafter shall be referred to as "Party" solely and "Parties" conjointly) with a view to further strengthen the military cooperation within the scope of long standing friendly relations and to contribute to restructuring of the Armed Forces of Montenegro, have agreed on the following issues.

ARTICLE I

PURPOSE

The purpose of this Agreement, based on the military financial cooperation between the Government of Montenegro and the Government of the Republic of Turkey, is to determine the principles related to provision of a total of US Dollars equivalent to 100.000.000 TL (one hundred million Turkish Liras) to be allocated extending to years in order to purchase goods and services for military purposes preferably from domestic firms and companies making 100% domestic production primarily in Turkey within the framework of the national laws and annual budget appropriations of the Republic of Turkey.

ARTICLE II

SCOPE

With this Agreement, the resource in the amount of US Dollars equivalent to 100.000.000 TL (one hundred million Turkish Liras) shall be provided in the form of making financial contribution to the cost of goods and services to be purchased by the Government of Montenegro for military purposes preferably from domestic firms and companies making 100% domestic production primarily in Turkey and in accordance with the related legislation of the Government of the Republic of Turkey.

ARTICLE III

COMPETENT AUTHORITIES AND POINTS OF CONTACT

This Agreement shall be implemented by the Ministry of National Defense of the Republic of Turkey on behalf of the Government of the Republic of Turkey and by Ministry of Defense of Montenegro on behalf of the Government of Montenegro. The points of contact for this Agreement are the Office of the Military Attaché/ Embassy of Montenegro in Ankara/the Republic of Turkey and the Office of the Military Attaché/ Embassy of the Republic of Turkey in Tirana/Republic of Albania.

ARTICLE IV

IMPLEMENTATION PRINCIPLES

1. 100.000.000 TL (one hundred million Turkish Liras) resource is allocated extending to years and within the framework of national laws and annual budget appropriations of the Republic of Turkey.
2. Following the entry into force of this Agreement, the Republic of Turkey shall be notified by the Ministry of Defense of Montenegro of the prioritized project proposals (should cover type, amount, technical specifications and, if any, photographs of the material) concerning foreign military assistance extending to years.
3. The Ministry of Defense of Montenegro sends the previous year's updated project proposals (should cover the type, amount and specifications of the material and services), which they report till the end of January every year, to the Republic of Turkey.
4. It is notified each year, by the Military Attaché Office/Embassy of the Republic of Turkey to the Ministry of Defense of Montenegro whether how much part of the 100.000.000 TL (onehundredmillionTurkishLiras) resource shall be allocated and for which project the allocated part shall be used.
5. The notified part of the allocated resource can be used for 5 (five) years after the date of notification to Ministry of Defense of Montenegro by the Military Attaché Office/Embassy of the Republic of Turkey. Usage right of the allocated resource expires if not used within this period. Disposition right of the resource with expired usage right belongs to the Republic of Turkey.
6. In case of purchase of materials and services, for military purposes, from domestic firms and institutions, primarily in Turkey and preferably making 100% home production, the resource allocated for the approved procurement projects is made available for use under the coordination of the Ministry of National Defense of the Republic of Turkey, as per provisions of the agreement.
7. The Ministry of Defense of Montenegro sends the list of requirements (in a way that it shall cover its priorities as well) to be determined within the scope of notified projects, by considering the resource allocated for the procurement process, to the Ministry of National Defense of the Republic of Turkey through diplomatic channels. In the framework of principals to be specified by the Ministry of National Defense of the Republic of Turkey, the process of procurement from the priority firms and institutions in Turkey, preferably making 100% home production, gets started.

8. Supplier shall dispatch the goods to be delivered to Montenegro from Turkey to the relevant country and transit trade shall not be performed.
9. Shipping, freight, transportation, mounting, packaging, training expenses and transportation and food and accommodation expenses of the personnel to come to Turkey for the performance of this training, expenses directly related to the allocation of the cash resource such as travel allowances and daily wages, insurance, banking charges, taxes, fees and exchange difference expenses shall be in the sales contract to be made between the Ministry of Defense of Montenegro and the firm.
10. Payments shall be made following notification of the Ministry of National Defense of the Republic of Turkey via the Ministry of Defense of Montenegro with a Note through diplomatic channels that the goods and services are received completely and undamaged in accordance with the terms of contract and inspection procedures as required by the procurement process carried out in the coordinatorship of the Ministry of National Defense of the Republic of Turkey.
11. In the event that the Ministry of Defense of Montenegro makes a purchase above the allocated resource amount, they must transfer additional resources to the amount allocated. The Government of the Republic of Turkey shall not make a payment above the notified allocated amount. The additional resource shall be paid by the Ministry of Defense of Montenegro.
12. Visits related to the procurement process shall be initiated following the notification of the Ministry of Defense of Montenegro of the allocated amount. Expenses of the Ministry of Defense of Montenegro officials concerning this process shall be covered by the Ministry of Defense of Montenegro. After the transition of procured goods and services to Montenegro, laws of Montenegro are enforced.

ARTICLE V

USAGE RIGHTS FOR THE GOODS AND SERVICES

1. With this Agreement, resources transferred and goods and services supplied by the Government of the Republic of Turkey cannot be excluded from the inventory by the Government of Montenegro without the written consent of the Government of the Republic of Turkey.
2. The Ministry of Defense of Montenegro shall not transfer the goods and services or their usage rights to another country or a third Party without receiving the prior written consent of the Government of the Republic of Turkey.
3. The provisions of this Agreement shall not affect the commitments arising from other international agreements to which both sides are Parties and shall not be used against the interests, security and territorial integrity of other states.

ARTICLE VI

SECURITY OF CLASSIFIED INFORMATION

The Parties shall not disclose the content and implementation of the Agreement or the classified information which shall be exchanged between the Parties to a third party without written consent of the other Party, this principle of confidentiality shall continue to apply even after termination of the Agreement.

ARTICLE VII

SETTLEMENT OF DISPUTES

Any dispute that may arise due to implementation or interpretation of this Agreement, the dispute shall be settled through negotiations via diplomatic channels without being brought to any third party, arbitration board or international court. If a resolution cannot be reached as a

result of negotiations through diplomatic channels, this Agreement can be terminated according to the procedure defined in Article X.

ARTICLE VIII REVISION AND AMENDMENT

1. Each Party may propose revision or amendment of this Agreement. In this case, the Parties will start discussions within 30 (thirty) days at the latest of receipt of written notification thereof.
2. Amendments agreed upon by the Parties in writing shall enter into force in accordance with the procedure prescribed in Article IX.
3. If no results can be obtained within 60 (sixty) days in the discussions, this Agreement can be terminated as per the provision in Article X.
4. The Parties shall continue to fulfill their obligations arising from this Agreement during the negotiation process.

ARTICLE IX RATIFICATION AND ENTRY INTO FORCE

This Agreement shall enter into force on the date of receipt of the last written notification by which the Parties notify each other, through diplomatic channels, of the completion of their internal legal procedures required for the entry into force of the Agreement.

ARTICLE X DURATION AND TERMINATION

1. This Agreement shall, remain in force for a period of 5 (five) years from the date of entry in to force.
2. Unless one of the Parties notify as written their intention to terminate the Agreement to the other Party through diplomatic channels 60 (sixty) days before the end of the enforcement date, this Agreement shall extend automatically for one-year (1) periods.
3. In the event that one of the Parties does not comply or concludes that the other Party is not complying with the provisions of this Agreement, the Parties shall be able to propose a consultation in written form. These consultations shall be started within 30 (thirty) days at the latest after the written notification has been received. If no result is reached within following 60 (sixty) days, either Party shall terminate this Agreement within 60 (sixty) days from the date of receiving the written notification.
4. In any case, if the resource allocated to the Ministry of Defense of Montenegro pursuant to this Agreement is used completely, the agreement shall end automatically.
5. In case this Agreement ends for any reason, the allocated but not used resource shall be returned to the treasury of the Republic of Turkey without considering the notification date.
6. Termination of Agreement for any reason shall not prejudice the provisions of Article V of this Agreement.

ARTICLE XI TEXT AND SIGNATURES

1. This Agreement is prepared in two original copies in Montenegrin, Turkish and English languages, each text being equally authentic. In case of any dispute that may arise due to implementation of this Agreement, English text shall prevail.

2. This Agreement, in witness whereof, the undersigned, being duly authorized representatives of both Parties was signed on 01 October, 2019 in Ankara/the Republic of Turkey.

**ON BEHALF OF THE GOVERNMENT OF
MONTENEGRO**

Predrag BOŠKOVIĆ, sign.
Minister of Defence

**ON BEHALF OF THE GOVERNMENT OF
THE REPUBLIC OF TURKEY**

Hulusi AKAR, sign.
Minister of National Defence

Član 3

Ova odluka stupa na snagu osmog dana od dana objavljivanja u „Službenom listu Crne Gore-Međunarodni ugovori“.

Broj: _____

Podgorica, _____ 2019. godine

Vlada Crne Gore

**Predsjednik,
Duško Marković**