



Predsjednik Crne Gore

Na osnovu člana 95 tačka 3 Ustava Crne Gore donosim

U K A Z
O PROGLAŠENJU ZAKONA O POTVRĐIVANJU SPORAZUMA
IZMEĐU VLADE CRNE GORE I VLADE REPUBLIKE TURSKE O
SARADNJI U OBLASTI ODBRAMBENE INDUSTRIJE

Proglašavam **Zakon o potvrđivanju Sporazuma između Vlade Crne Gore i Vlade Republike Turske o saradnji u oblasti odbrambene industrije**, koji je donijela Skupština Crne Gore 26. saziva, na Devetoj sjednici Prvog redovnog (proljećnjeg) zasijedanja u 2018. godini, dana 26. juna 2018. godine.

Broj: 01-755/2

Podgorica, 29.06.2018. godine

Milo Đukanović



Na osnovu člana 82 stav 1 tačka 17 i člana 91 stav 1 Ustava Crne Gore, Skupština Crne Gore 26. saziva, na Devetoj sjednici Prvog redovnog (proljećnjeg) zasijedanja u 2018. godini, dana 26. juna 2018. godine, donijela je

**ZAKON
O POTVRĐIVANJU SPORAZUMA
IZMEĐU VLADE CRNE GORE I VLADE REPUBLIKE TURSKE
O SARADNJI U OBLASTI ODBRAMBENE INDUSTRIJE**

Član 1

Potvrđuje se Sporazum između Vlade Crne Gore i Vlade Republike Turske o saradnji u oblasti odbrambene industrije, potpisan u Ankari, 17. novembra 2017. godine, u originalu na crnogorskom, turskom 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 REPUBLIKE TURSKE
O SARADNJI U OBLASTI ODBRAMBENE INDUSTRIJE**

Vlada Crne Gore i Vlada Republike Turske (u nastavku teksta: „Strana” i zajedno „Strane”);

Potvrđujući posvećenost ciljevima i načelima Povelje Ujedinjenih nacija,

Naglašavajući da prijateljski i saradnički odnosi, koji će se dalje razvijati i jačati na osnovu načela uzajamne koristi i jednakosti prava, doprinose uzajamnim interesima obje Strane, kao i miru i bezbjednosti u svijetu,

Izražavajući želju za razvojem saradnje u oblasti odbrambene industrije angažovanjem sopstvenih naučnih i tehničkih kapaciteta u oblasti vojne opreme i naoružanja,

Pridržavajući se načela uzajamnog poštovanja i reciprociteta,

Dogovorile su se kako slijedi:

ČLAN 1

CILJ

U okviru svojih zakona i propisa i uzimajući u obzir svoje međunarodne obaveze i sporazume, Strane će ulagati najbolje napore da bi razvile i ojačale saradnju u oblasti odbrambene industrije, u sljedećim područjima:

1. Proizvodnja robe i usluga u sektoru odbrane,
2. Nabavka robe i usluga u sektoru odbrane,
3. Održavanje robe i usluga u sektoru odbrane,
4. Tehnička i logistička podrška.

ČLAN 2

ZNAČENJA IZRAZA

1. „Sporazum” znači Sporazum između Vlade Crne Gore i Vlade Republike Turske o saradnji u oblasti odbrambene industrije,
2. „Roba i usluge u oblasti odbrambene industrije” znači naoružanje i vojna oprema, zajedno sa povezanom logističkom podrškom, i materijali i usluge potrebni za istraživanje, razvoj i proizvodnju navedenog naoružanja i vojne opreme,
3. „Saradnja u oblasti odbrambene industrije” (u nastavku teksta: "saradnja") znači aktivnosti koje Strane sprovode na osnovu načela reciprociteta za svrhe ovog Sporazuma, u skladu sa svojim važećim zakonima i propisima.
4. „Mješovita komisija za saradnju u oblasti odbrambene industrije” (u nastavku teksta: „Mješovita komisija”) znači Komisija sastavljena od predstavnika obje Strane, u kojoj su obje Strane jednako zastupljene za svrhu praćenja implementacije ovog Sporazuma i podnošenja predloga i preporuka radi ostvarenja cilja utvrđenog u članu 3 ovog Sporazuma. „Kopredsjedavajući” se odnosi na imenovane predstavnike obje Strane koji predstavljaju delegaciju Strane u Mješovitoj komisiji za saradnju u oblasti odbrambene industrije.
5. „Sporazum o implementaciji” se odnosi na sporazume, memorandumne o razumijevanju, protokole ili ugovore koji uređuju izvršenje i detalje realizacije ovog Sporazuma.
6. „Službena dužnost” znači dužnost koju treba vršiti u skladu sa ovim Sporazumom ili drugim sporazumima koji će biti zaključeni na osnovu ovog Sporazuma.
7. „Strana pošiljalac” znači Strana koja šalje osoblje, materijal i opremu na teritoriju Strane primaoca u skladu sa ciljevima ovog Sporazuma.
8. „Strana primalac” znači Strana koja prima osoblje, materijal i opremu koje šalje Strana pošiljalac na njenu teritoriju u cilju sprovođenja ovog Sporazuma.
9. „Gostujuće osoblje” znači vojno i/ili civilno osoblje Strane poslato na teritoriju druge Strane u cilju realizacije ovog Sporazuma.
10. „Zavisna lica” znači lica koja se oslanjaju na gostujuće osoblje kao ono koje je odgovorno za brigu o njima u skladu sa njihovim domaćim zakonodavstvom.
11. „Treća strana” znači bilo koje lice, subjekat, organizacija, vlada, države, međunarodna organizacija ili njeni zakonski predstavnici koji nisu Strane.
12. „Obezbjedivanje kvaliteta” znači sve aktivnosti kojima se obezbjeđuje usklađenost proizvoda ili usluga u sektoru odbrane sa zahtjevima proizvodnje, učinkovitosti i upotrebe u postupcima, standardima, normama i relevantnim tehničkim specifikacijama o kojima su se Strane usaglasile.
13. „Strana porijekla” znači Strana ili međunarodna organizacija u okviru čijeg ovlašćenja su nastali tajni podaci, dokumenta ili materijali.

14. „Strana primalac” znači Strana koja prima tajne podatke, dokumenta i materijale od Izvorne strane.

15. „Tajni podaci, dokumenti i materijali” znači svi podaci, dokumenta ili materijali bez obzira na njihovu formu ili vrstu ili način prenosa, koji su označeni stepenom tajnosti i koji zahtijevaju zaštitu od neovlašćenog pristupa, korišćenja ili uništavanja zbog interesa nacionalne bezbjednosti i u skladu sa domaćim zakonodavstvom.

16. „Nadležni bezbjednosni organ” znači organ koji je odgovoran za bezbjednost tajnih podataka, materijala i dokumenata u okviru ovog Sporazuma i u skladu sa domaćim zakonima i propisima svake od Strana.

17. „Dozvola za pravno lice za pristup tajnim podacima”; znači zvanična dozvola, koju izdaje Nadležni bezbjednosni organ svake od Strana, u skladu sa svojim domaćim zakonima i propisima, kojom se potvrđuje da predviđene mjere zaštite odgovaraju zahtijevanoj oznaci stepena tajnosti imajući u vidu lokaciju objekta, uslove okruženja i moguće spoljne i unutrašnje prijetnje koje mogu nastati, kako bi se stvorili uslovi fizičke zaštite tajnih podataka, dokumenata i materijala koji se nalaze ili će se nalaziti u tom objektu ili povjerljivog ugovora koji se sprovodi u objektu.

18. „Princip potrebno je da zna” znači potrebu pristupa tajnim podacima, dokumentima i materijalima u vezi sa službenom dužnošću i/ili radi izvršenja konkretnog zadatka.

19. „Dozvola za pristup tajnim podacima za fizičko lice”; znači zvanična dozvola, koju izdaje nadležni bezbjednosni organ svake od Strana u skladu sa svojim domaćim zakonima i propisima, kojom se potvrđuje da lice može pristupiti tajnim podacima, dokumentima i materijalima ili povjerljivom ugovoru na osnovu principa “potrebno je da zna” potrebi informisanosti” ili mu se omogućava pristup bezbjednosnoj zoni u kojoj se oni čuvaju i koriste.

20. „Prava intelektualne i industrijske svojine”; znači sva autorska prava i sva prava u vezi sa izumima (uključujući patentna prava), registrovane i neregistrovane žigove (uključujući žigove usluga), registrovane i neregistrovane (uključujući trgovačke tajne i stručno znanje), kao i sva ostala prava proistekla iz intelektualne aktivnosti na industrijskom, naučnom, književnom ili umjetničkom polju koja su prepoznata na teritorijama Strana.

ČLAN 3 PODRUČJE PRIMJENE

Strane nastoje da uspostave povoljne uslove za unapređenje saradnje u oblasti odbrambene industrije naročito putem:

1. Obezbjedivanja odgovarajućih uslova za zajedničko istraživanje, razvoj, proizvodnju i modernizaciju rezervnih dijelova, alata, materijala za odbranu, vojnih sistema, tehničkih displeja i tehničke opreme za potrebe oružanih snaga Strana,
2. Primjene rezultata zajedničkog istraživanja, razvojnih i proizvodnih projekata u oblasti vojne opreme na teritoriji Strana,
3. Istraživanja, projektovanja, razvoja i proizvodnje robe i usluga u oblasti odbrambene industrije,

4. Uzajamne pomoći u proizvodnji i nabavci roba i usluga u oblasti odbrambene industrije kao i modernizacije alata i opreme obiju Strana,
5. Podsticanja zaključivanja sporazuma između nadležnih organa Strana s ciljem zajedničke proizvodnje i daljeg razvoja naoružanja, vojne tehničke opreme i njihovih djelova,
6. Razmjene naučnih i tehničkih informacija, relevantnih dokumenata i informacija o standardima odbrambene industrije koje Strane primjenjuju u svrhu obezbjeđivanja kvaliteta,
7. Prodaje gotovih proizvoda proizvedenih u okviru zajedničkih projekata Strana za treće strane na osnovu obostrane saglasnosti i uzimajući u obzir nacionalne osjetljivosti Strana i njihove obaveze koje proističu iz međunarodnih propisa,
8. Saradnje u prodaji, kupovini odnosno razmjeni, u skladu sa relevantnim zakonodavstvom Strana, zamjene viška proizvoda i usluga u oblasti odbrambene industrije u inventaru oružanih snaga obiju Strana drugim proizvodima i uslugama,
9. Promovisanja kontakata, tehničkih posjeta istraživačkim centrima i razmjene osoblja između institucija i privrednih društava koja posluju u oblasti odbrambene industrije obiju Strana,
10. Sticanja vojne i odbrambene opreme koja je proizvedena ili razvijena zajednički na teritoriji bilo koje od Strana,
11. Obezbeđivanja uslova za zajedničke programe proizvodnje, razvoja, tehnologije i modernizacije vezano za proizvode u oblasti odbrambene industrije obiju Strana i, ako se o tome postigne saglasnost, proizvode u oblasti odbrambene industrije trećih strana,
12. Sprovođenja projekata Strana u vezi sa robom i uslugama u oblasti odbrambene industrije kako bi se omogućili zajednička ili uzajamna prodaja, nabavka, proizvodnja, modernizacija, prenos tehnologije, istraživanje i razvoj, i izvršenje radova u vezi sa tim projektima u okviru sporazuma, memorandumima o razumijevanju, protokola ili ugovora koje će potpisivati Strane i/ili relevantni organi Strana,
13. Podsticanja zaključenja sporazuma između Strana o zajedničkoj proizvodnji i zajedničkom razvoju za treće strane,
14. Saradnje između vojnih tehničkih institucija, privrednih društava koja posluju u oblasti odbrambene industrije i u održavanju i popravci objekata, u okviru nadležnosti Strana,
15. Uzajamnog učešća na sajmovima i simpozijumima u oblasti odbrambene industrije koje organizuju Strane.

ČLAN 4 IMPLEMENTACIJA

1. Realizacija i detalji realizacije ovog Sporazuma utvrđuju se u sporazumima o realizaciji, koji će stupiti na snagu u skladu sa postupkom utvrđenim u članu 20 koji uređuje stupanje ovog Sporazuma na snagu.

2. U sporazumu o realizaciji uređena su pitanja koja se odnose na aktivnosti realizacije koje Strane sprovode u sklopu saradnje u oblasti odbrambene industrije. Na osnovu uzajamnog sporazuma između Strana, moguće je u saradnju uključiti pitanja koja su u interesu trećih strana.
3. Saradnja se zasniva na načelu reciprociteta pri čemu se u obzir uzimaju zakonodavstvo, zahtjevi i interesi Strana.
4. Strane procjenjuju i donose odluke na osnovu uzajamnog sporazuma u pisanom obliku, uključujući i poziv trećim stranama da učestvuju u zajedničkim projektima proizvodnje.
5. Nijedna Strana ne može prenositi trećoj strani, bez prethodne pisane saglasnosti, bilo kakav materijal, tehničke informacije i dokumenta koja treba donirati, prodati ili zajednički proizvesti u skladu sa ovim Sporazumom ili sporazumima o realizaciji koji će biti sačinjeni na osnovu ovog Sporazuma.
6. U slučaju raskida bilo kog sporazuma o realizaciji, Strane prihvataju da izvrše sve obaveze koje su započete prije obavještenja o raskidu. Obavještenje o raskidu potpisuju obje Strane i ono sadrži spisak izvršenih i neizvršenih obaveza.

ČLAN 5 NADLEŽNOST

Ostvarenje cilja utvrđenog u članu 1 spada u nadležnost sljedećih institucija:

U ime Vlade Crne Gore: Ministarstvo ekonomije Crne Gore,

U ime Vlade Republike Turske: Ministarstvo nacionalne odbrane Republike Turske.

ČLAN 6 MJEŠOVITA KOMISIJA

1. Strane su saglasne da se osnuje Mješovita komisija, koja će biti sastavljena od predstavnika obje Strane i gdje je to neophodno, stručnog osoblja iz nadležnih organa utvrđenih u članu 5, a oružane snage i njihove institucije i privredna društva u oblasti odbrambene industrije takođe mogu biti pozvani da učestvuju.
2. Mješovitom komisijom predsjedavaju predstavnici predstavnici Ministarstva ekonomije Crne Gore Ministarstva nacionalne odbrane Republike Turske.
3. U Mješovitoj komisiji delegaciju Crne Gore predvodi generalni direktor Direktorata za multilateralnu i regionalnu trgovinsku saradnju i ekonomske odnose sa inostranstvom u Ministarstvu ekonomije, dok delegaciju Ministarstva nacionalne odbrane Republike Turske predvodi Zamjenik podsekretara za odbrambenu industriju. Strane određuju svog kopredsjedavajućeg.
4. Kontakt tačke koje će biti odgovorne za organizaciju i koordinaciju aktivnosti Komisije su:
 - Direktorat za multilateralnu i regionalnu trgovinsku saradnju i ekonomske odnose sa inostranstvom, Ministarstvo ekonomije Crne Gore,
 - Sektor za međunarodnu saradnju Podsekretarijata odbrambene industrije, Ministarstvo nacionalne odbrane Republike Turske.

5. Zaduženja Mješovite komisije obuhvataju, ali nisu ograničena na, sljedeće:
- a. Određivanje i definisanje konkretnih oblasti saradnje u skladu sa članom 4 ovog Sporazuma,
 - b. Izbor projekata, koji će se zajednički realizovati, i utvrđivanje najadekvatnijih vrsta i metoda saradnje u procesu realizacije zajedničkih projekata,
 - c. Razmjenu informacija za svrhu realizacije predloga za saradnju tokom sprovođenja zajedničkih programa,
 - d. Dostavljanje predloga, preporuka i mišljenja relevantnim organima u vezi sa učešćem trećih strana u zajedničkim projektima,
 - e. Obezbjedjivanje izrade i objavljivanja potrebnih dokumenata za realizaciju odobrenih projekata i odluka,
 - f. Redovni nadzor nad realizacijom odobrenih projekata i odluka,
 - g. Ocjenu realizacije ovog Sporazuma i, ako je neophodno, vođenje pregovora o predlozima izmjena i dopuna Sporazuma.
6. Datum i dnevni red sastanka Mješovite komisije predlaže Strana domaćin, a njeni sekretari su zaduženi za izradu Protokola.
7. Kada se raspravlja o posebnim pitanjima, Mješovita komisija može odlučiti da formira radne grupe i da utvrdi njihova zaduženja.
8. Svaka Strana snosi troškove učešća svojih delegacija na sastancima Mješovite komisije.
9. Sastanak Mješovite komisije se održava naizmjenično u obje zemlje, a o datumima se dogovor postiže diplomatskim kanalima.

ČLAN 7 ZAŠTITA PRAVA INTELEKTUALNE I INDUSTRIJSKE SVOJINE

1. Prava i obaveze Strana koje se tiču njihovih prava intelektualne i industrijske svojine, proizvodna prava na njihovim teritorijama, izdavanje dozvole za proizvodnju, prodaja trećim stranama, očuvanje patenata na nove proizvode i izume realizovane u okviru zajedničkih projekata i prenos tehnologije se utvrđuju u sporazumima o realizaciji koji će biti sačinjeni za svaki projekat. Strane, u okviru svog domaćeg zakonodavstva i međunarodnih sporazuma čije su potpisnice, djelotvorno štite prava intelektualne svojine koja će biti uspostavljena i prenesena na osnovu ovog Sporazuma. U okviru ovog Sporazuma, pojam intelektualne svojine je onaj koji je definisan u članu 2 sporazuma potpisanog 14. jula 1967. godine u Stokholmu, kojim je uspostavljena Svjetska organizacija za intelektualnu svojinu.
2. U ovim sporazumima o realizaciji se, pored finansijskih i pravnih obaveza, takođe detaljno utvrđuju načela i postupci vezani za vrstu, dinamiku, vremenski okvir i uslove likvidacije uzajamnih dugova i kredita, nastalih zbog troškova proisteklih iz istraživanja, razvoja, proizvodnje, nabavke, tehničkih usluga, podrške osoblju i infrastrukturnih usluga.
3. Objelodanjivanje ili objavljivanje materijala o odbrambenoj industriji i informacija razmijenjenih između Strana i treće strane je moguće samo uz pisanu suglasnost izvorne strane. Strane se uzajamno usaglašavaju u vezi sa informacijama, dokumentima i objašnjenjima sa kojima treba upoznati javnost i medije u okviru saradnje u oblasti odbrambene industrije.

4. Strane poštuju prava intelektualne i industrijske svojine i druga ograničenja koja se tiču umnožavanja, kopiranja, korišćenja ili distribucije svih materijala, proizvoda i informacija koje druga Strana objelodanjuje u okviru ovog Sporazuma.

5. Obaveze utvrđene Sporazumom vezane za prava intelektualne i industrijske svojine važe i nakon raskida ovog Sporazuma.

ČLAN 8 ZAŠTITA TAJNIH PODATAKA, DOKUMENATA I MATERIJALA

1. Strane su saglasne da su sljedeći stepeni tajnosti ekvivalentni i da odgovaraju stepenima tajnosti u sljedećoj tabeli:

TURSKI:	CRNOGORSKI:	ENGLESKI:
COK GIZLI	STROGO TAJNO	TOP SECRET
GIZLI	TAJNO	SECRET
OZEL	POVJERLJIVO	CONFIDENTIAL
HIZMETE OZEL	INTERNO	RESTRICTED

2. Obje Strane preuzimaju obavezu da će tajne podatke primljene u skladu sa ovim Sporazumom označiti u skladu sa svojim nacionalnim stepenima tajnosti ekvivalentnim oznakama prikazanim u gore navedenoj tabeli.

3. Strane preduzimaju sve neophodne mjere zaštite tajnih podataka koji su nastali ili su razmijenjeni kao rezultat uzajamne saradnje u skladu sa njihovim domaćim zakonima i ovim Sporazumom i takođe obezbjeđuju zaštitu tih podataka koja je najmanje jednaka onoj koja je propisana za njihove tajne podatke ekvivalentnog stepena tajnosti.

4. Strana primalac ne prenosi tajne podatke trećoj strani bez prethodne pisane saglasnosti strane porijekla.

5. Tajni podaci koji se razmijene ili koji su nastali u okviru uzajamne saradnje između Strana se daju ili objelodanjuju samo privatnim firmama ili se drže u objektima tih firmi koje posjeduju dozvolu za pristup tajnim podacima za pravno lice odgovarajućeg stepena tajnosti koju je izdao njihov Nadležni bezbjednosni organ, u skladu sa principom „potrebno je da zna”. Tajnim podacima pristupaju samo lica koja su propisno ovlašćena i koja imaju dozvolu za pristup tajnim podacima za fizičko lice odgovarajućeg stepena tajnosti koju je izdao njihov Nadležni bezbjednosni organ, u skladu sa principom „potrebno je da zna”.

6. Tajni podaci koji su razmijenjeni i/ili koji su nastali u uzajamnoj saradnji Nadležnih bezbjednosnih organa i/ili organizacija u zemljama Strana se koriste samo u svrhu za koju su razmijenjeni u skladu sa ovim Sporazumom.

7. Obaveze definisane u Sporazumu u vezi sa zaštitom tajnih podataka i sprečavanjem njihovog neovlašćenog otkrivanja važe i nakon raskida Sporazuma.

8. Stepen tajnosti koji je određen tajnim podacima može promijeniti samo strana porijekla. Strana porijekla o tim odlukama bez odlaganja i u pisanom obliku obavještava Stranu primaoca koja ih zatim izvršava. Svaka Strana se obavezuje da neće mijenjati stepen tajnosti dodijeljen podacima bez pisane saglasnosti Strane iz koje potiču tajni podaci.

9. Stepen tajnosti koji se dodjeljuje podacima sačinjenim u procesu uzajamne saradnje Strana se određuje, mijenja ili ukida samo na osnovu obostrane saglasnosti. U slučaju neslaganja u pogledu stepena tajnosti kojeg treba dodijeliti tom podatku, Strane usvajaju viši stepen od onih koji je predložila bilo koja od njih.

10. Tajni podaci, dokumenta će se razmjenjivati između Vlade obiju Strana putem diplomatskih kanala ili drugim kanalima oko kojih su se usaglasili Nadležni bezbjednosni organi Strana.

11. Uputstvo o mjerama zaštite u kojem su sadržane mjere koje treba preduzeti radi bezbjednosti projekta se sačinjava kao prilog ugovora koji se potpisuje za svaki projekat u kojem se koriste tajni podaci stepena „povjerljivo” i višeg stepena tajnosti.

12. Prenos tajnih podataka sa oznakom „povjerljivo” ili višeg stepena tajnosti se vrši u skladu sa procedurama i načelima utvrđenim u uputstvu o mjerama zaštite koje se sačinjava za svaki projekat.

13. Tajni podaci, dokumenta i materijali označeni stepenom tajnosti do i uključujući „povjerljivo” se uništavaju u skladu sa nacionalnim zakonima.

14. Strana, koja želi da zaključi povjerljivi ugovor sa organizacijom druge Strane, ili koja želi da ovlasti jednu od svojih organizacija da zaključi povjerljivi ugovor na teritoriji druge Strane u okviru projekta u kojem se koriste tajni podaci, unaprijed pribavlja, posredstvom svog Nadležnog bezbjednosnog organa, pisanu potvrdu Nadležnog bezbjednosnog organa druge Strane da predložena organizacija posjeduje dozvolu za pristup podacima za pravno lice odgovarajućeg stepena tajnosti.

15. U slučaju povrede bezbjednosti koja se odnosi na tajne podatke ili postojanja sumnje u povredu bezbjednosti koja se odnosi na tajne podatke ili u slučaju da se ti podaci otkriju neovlašćenom licu, Strana na čijoj teritoriji se desila ili se mogla desiti povreda bezbjednosti preduzima sve neophodne mjere u skladu sa nacionalnim zakonima i propisima i bez odlaganja obavještava drugu Stranu o toj situaciji, kao i o preduzetim mjerama i njihovim ishodima.

16. Posjete koje podrazumijevaju pristup tajnim podacima ili prostorijama u kojima se oni čuvaju ili obrađuju sprovodiće se isključivo u okviru procedura međunarodnih posjeta po prijemu prethodne pisane saglasnosti od Nadležnog bezbjednosnog organa države domaćina pod uslovom da posjetilac ima dozvolu za pristup tajnim podacima za fizičko lice odgovarajućeg stepena tajnosti i u skladu sa principom „potrebno je da zna”.

17. Dozvolu za pristup tajnim podacima za pravno lice i dozvolu za pristup tajnim podacima za fizičko lice koje izdaje Nadležni bezbjednosni organ svake od Strana priznaje Nadležni bezbjednosni organ druge Strane u okviru projekata uzajamne saradnje, nakon dobijanja pisane potvrde Nadležnog bezbjednosnog organa Strane koji je izdao te dozvole.

ČLAN 9 OBEZBJEĐIVANJE KVALITETA

Ako se Strane usaglase, saradnja u oblasti obezbjeđenja kvaliteta se uspostavlja na osnovu posebnog sporazuma kojeg Strane potpisuju. Do stupanja ovog Sporazuma na snagu, postupci i opšta načela se utvrđuju u ugovorima koji će biti zaključeni između relevantnih organizacija Strana u skladu sa njihovim domaćim zakonodavstvima.

ČLAN 10
REGIONALNI I MEĐUNARODNI SPORAZUMI

Sporazum ne utiče na prava i obaveze iz drugog sporazuma koji je na snazi, a koji je zaključen između Crne Gore ili Republike Turske sa trećim stranama, kao ni na prava i obaveze koje proističu iz članstva objiju Strana u regionalnim i međunarodnim organizacijama i ne koristi se protiv zakonitosti, interesa, bezbjednosti i teritorijalnog integriteta drugih država.

ČLAN 11
PRAVNA PITANJA

1. Na gostujuće osoblje i njihova zavisna lica primjenjuju se važeći zakoni i propisi i nadležnost za krivična djela Strane primaoca tokom njihovog boravka na teritoriji Strane primaoca uključujući njihov ulazak, boravak i odlazak.
2. U slučaju zadržavanja ili hapšenja gostujućeg osoblja i njihovih zavisnih lica, Strana primalac neodložno obavještava Stranu pošiljaoca o toj situaciji.
3. U slučaju da se protiv gostujućeg osoblja ili njihovih zavisnih lica pokrenu istraga ili sudski postupak u Strani primaocu, on ili ona ima pravo na opšte prihvaćenu pravnu zaštitu, koja nije manja od one koju uživaju državljani Strane primaoca.
4. Aktivnosti pripadnika gostujućeg osoblja mogu da prekinu samo nadležni organi utvrđeni u članu VI ukoliko su oni izvršili povredu zakona Strane primaoca.
5. Strana pošiljalac zadržava isključivu disciplinsku nadležnost nad gostujućim osobljem u okviru teritorije Strane primaoca.

ČLAN 12
ADMINISTRATIVNA PITANJA

1. Gostujućem osoblju se dodjeljuju samo misije utvrđene u ovom Sporazumu ili one koje će biti utvrđene u komplementarnim ili sporazumima o realizaciji, memorandumima o razumijevanju, protokolima i aranžmanima koji će biti potpisani u skladu sa ovim Sporazumom.
2. Vojno osoblje Strane pošiljaoca nosi svoju uniformu u mjestu gdje obavlja dužnost.
3. Strana primalac ulaže napor da obezbijedi opremu potrebnu za obavljanje aktivnosti utvrđenih u ovom Sporazumu, gdje je to neophodno.

ČLAN 13
FINANSIJSKA PITANJA

1. Strana pošiljalac je odgovorna za zarade, smještaj, ishranu, prevoz, dnevnice i ostala finansijska prava gostujućeg osoblja raspoređenog za svrhu realizacije saradnje u skladu sa ovim Sporazumom.
2. Strana primalac odlučuje u okviru svog zakonodavstva da li se aktivnosti organizuju besplatno ili po tekućim ili umanjenim naknadama.

3. Gostujuće osoblje otplaćuje svoj dug i dug svojih zavisnih lica kada napušta Stranu primaoca za stalno. U slučaju da gostujuće osoblje nije otplatilo te dugove i/ili u slučaju povlačenja zbog vanredne situacije, dugove gostujućeg osoblja i dugove njihovih zavisnih lica otplaćuje Strana pošiljalac u eurima po deviznom kursu koji važi na datum otplate u skladu sa računom kojeg izdaje Strana primalac.

4. Na Gostujuće osoblje i njihova Zavisna lica se primjenjuju poreski zakoni koji važe u Strani primaocu tokom njihovog ulaska, boravka i odlaska.

ČLAN 14 OSTALA PITANJA

1. Strana pošiljalac zadržava pravo da povuče svoje osoblje kada to smatra neophodnim. Strana primalac usvaja sve mjere za povratak osoblja čim primi takav zahtjev.

2. U slučaju smrti pripadnika gostujućeg osoblja ili bilo kojeg od zavisnih lica, Strana primalac obavještava Stranu pošiljaoca, prevozi preminulog do najbližeg međunarodnog aerodroma na svojoj teritoriji i preuzima neophodne mjere zdravstvene zaštite dok ne izvrši predaju.

ČLAN 15 ŠTETA/GUBITAK I NAKNADA

1. Svaka Strana drugoj Strani nadoknađuje štetu koju su na imovini ove druge uzrokovale radnje gostujućeg osoblja, u vršenju njihovih dužnosti.

2. Zakoni Strane primaoca se primjenjuju na rješavanje zahtjeva za naknadu gubitaka ili štete izazvanih namjerno ili nemarom licima i imovini Strane primaoca, gostujućeg osoblja i njihovih zavisnih lica.

3. Osim u slučaju namjernog nepropisnog postupanja ili grubog nemara, svaka Strana se odriče svih svojih zahtjeva protiv druge Strane vezanih za povredu ili smrt svog osoblja za vrijeme dok je to osoblje bilo angažovano u vršenju službenih dužnosti.

ČLAN 16 PASOŠKI I CARINSKI POSTUPCI

1. Na gostujuće osoblje i njihova zavisna lica primjenjuju se pravila koja važe za strance na teritoriji Strane primaoca.

2. Prilikom ulaska i izlaska iz zemlje Strane primaoca, na gostujuće osoblje i njihova zavisna lica primjenjuju se carinski i pasoški postupci predviđeni zakonom Strane primaoca. Međutim, Strana primalac olakšava administrativne formalnosti u skladu sa svojim zakonodavstvom.

ČLAN 17 RJEŠAVANJE SPOROVA

1. Bilo koji spor između Strana koji proistekne iz tumačenja ili sprovođenja ovog Sporazuma rješava se održavanjem sastanaka Mješovite komisije, osnovane u skladu sa članom 6 ovog Sporazuma, bez iznošenja spora pred međunarodnim sudom, arbitražnim vijećem ili trećom

stranom radi njegovog rješavanja. Tokom postupka rješavanja, Strane nastavljaju da izvršavaju preuzete obaveze.

2. U slučaju da se spor ne može riješiti u Mješovitoj komisiji u roku od 90 dana od njegove procjene, rješava se na nivou generalnog direktora Direktorata za multilateralnu i regionalnu trgovinsku saradnju i ekonomske odnose sa inostranstvom Ministarstva ekonomije i Podsekretara za odbrambenu industriju Ministarstva nacionalne odbrane Republike Turske. U tom slučaju, otvaraju se pregovori u roku od 30 dana od obavještanja nadležnih organa Strana o tom pitanju, a ako nije moguće pronaći rješenje u roku od narednih 45 dana, svaka Strana može da raskine ovaj Sporazum u skladu sa članom 19, stav 3 ovog Sporazuma.

ČLAN 18 IZMJENE I DOPUNE

1. Svaka Strana može, diplomatskim kanalima, predložiti izmjene i dopune ili reviziju ovog Sporazuma ako je to neophodno. Pregovori počinju u roku od 30 dana od prijema predloga u pisanom obliku. Ako se rezultat ne postigne u roku od 90 dana, svaka Strana može raskinuti ovaj Sporazum u skladu sa članom 19 stav 3 ovog Sporazuma.

2. Sve izmjene i dopune se sačinjavaju u pisanom obliku.

3. Izmjene i dopune oko kojih je postignuta saglasnost stupaju na snagu u skladu sa postupkom utvrđenim u članu 19 koji uređuje stupanje ovog Sporazuma na snagu.

ČLAN 19 ZAVRŠNE ODREDBE

1. Ovaj Sporazum stupa na snagu danom prijema posljednjeg pisanog obavještenja diplomatskim kanalima, kojim Strane jedna drugu obavještavaju da su sprovedeni interni zakonski postupci potrebni za njegovo stupanje na snagu.

2. Ovaj Sporazum ostaje na snazi tokom perioda od pet godina i automatski se produžava za narednih pet godina, osim ako jedna od Strana ne obavijesti drugu u pisanom obliku, diplomatskim kanalom, najmanje šest mjeseci unaprijed, o svojoj odluci da ga raskine.

3. Ako između Strana nije moguće postići saglasnost tokom revizije odnosno izmjene i dopune ovog Sporazuma ili rješavanja spora, svaka Strana može raskinuti ovaj Sporazum pisanim obavještenjem poslatim diplomatskim kanalima. Raskid ovog Sporazuma stupa na snagu 90 dana od dana prijema obavještenja.

4. Raskid ovog Sporazuma ne utiče na realizaciju bilo kojeg tekućeg projekta/programa/ugovora koji se realizuju u skladu sa ovim Sporazumom, do završetka tog programa, projekta/ugovora, osim ako se Strane ne dogovore drugačije.

SAČINJENO U Ankari, dana 17. novembra 2017. godine, u dva originalna primjerka, na crnogorskom, turskom i engleskom jeziku, pri čemu su svi tekstovi jednako vjerodostojni. U slučaju neslaganja u tumačenju, mjerodavan je tekst na engleskom jeziku.

ZA VLADU CRNE GORE

ZA VLADU REPUBLIKE TURSKE

Goran Šćepanović, s.r

Müjdat Uludağ, s.r.

Generalni direktor
Direktorata za multilateralnu
i regionalnu trgovinsku saradnju
i ekonomske odnose sa inostranstvom
u Ministarstvu ekonomije Crne Gore

Şef odsjeka za međunarodnu
obrambenu industriju u Ministarstvu
nacionalne odbrane Republike Turske

**AGREEMENT BETWEEN
THE GOVERNMENT OF MONTENEGRO AND
THE GOVERNMENT OF THE REPUBLIC OF TURKEY
ON DEFENCE INDUSTRY COOPERATION**

The Government of Montenegro and the Government of the Republic of Turkey (hereinafter referred to each as the "Party" and collectively as the "Parties");

Confirming their commitments to the goals and principles of the United Nations Charter,

Emphasizing that the friendship and cooperation relations, which shall be further developed and strengthened on the basis of principles of mutual benefit and equality of rights, shall contribute to the mutual interests of both Parties, as well as to the peace and security of the world,

Expressing their desire to develop the defence industry cooperation by utilizing their scientific and technical capabilities in the field of military equipment and weapons,

Adhering to the principles of mutual respect and reciprocity,

Have agreed as follows:

**ARTICLE 1
OBJECTIVE**

Within the framework of their laws and regulations and considering their international obligations and agreements, the Parties shall make their best effort to develop and strengthen defence industry cooperation, in the following areas:

1. Production of defence goods and services,
2. Procurement of defence goods and services,
3. Maintenance of defence goods and services,
4. Tehnical and logistical support.

**ARTICLE 2
DEFINITIONS**

1. "Agreement" means Agreement between the Government of Montenegro and the Government of the Republic of Turkey on Defence Industry Cooperation.

2. "Defence Industry Goods and Services" means the weapons and military equipment, together with the related logistic support, and the material and service required for research, development and production of these weapons and military equipment.

3. "Defence Industry Cooperation" (hereinafter referred to as the "Cooperation") means activities undertaken by the Parties based on the principle of reciprocity for the purposes of this Agreement in accordance with their applicable laws and regulations.

4. "Joint Commission for Defence Industry Cooperation" (hereinafter referred to as the "Joint Commission") means the Commission composed by the representatives of both Parties, in which both Parties shall be represented equally for the purpose of supervising the implementation of this Agreement and submitting proposals and recommendations in furtherance of the objective stated in Article 3 hereof. "Co-Chair" means nominated representatives of each Party who represents the delegation of the respective Party during the Joint Commission for Defence Industry Cooperation.

5. "Implementation Agreement" means agreements, memoranda of understanding, protocols or contracts which regulate enforcement and details of implementation of this Agreement.

6. "Official Duty" means the duty to be performed according to this Agreement or other agreements to be concluded on the basis of this Agreement.

7. "Sending Party" means the Party that sends personnel, material and equipment to the territory of the Receiving Party in line with the purposes of this Agreement.

8. "Receiving Party" means the Party receiving personnel, material and equipment sent by the Sending Party in its territory for implementation of this Agreement.

9. "Guest Personnel" means the military and/or civil personnel of a Party sent to the territory of the other Party for the implementation of this Agreement.

10. "Dependents" means the persons who rely on the Guest Personnel as responsible to look after them in accordance with their respective national legislation.

11. "Third Party" means any person or entity or organization or a government of a country or a state or an international organization or their legal representatives other than the Parties.

12. "Quality Assurance" means all activities ensuring the convenience of defence products or services for the requirements of production, performance and usage committed to the procedures, standards, norms and relevant technical specifications agreed between the Parties.

13. "Originating Party" means the Party or international organizations under the authority of which the Classified Information, Documents or Material has been produced.

14. "Recipient Party" means the Party that receives Classified Information, Documents and Material from the Originating Party.

15. "Classified Information, Documents and Material" means any information, documents or material regardless of their form or type or method of transmission, which are marked with a classification mark and which require protection against unauthorized access, use or destruction due to national security interests and in accordance with the national legislation.

16. "Competent Security Authority" means the authority that is responsible for the security of the Classified Information, Document and Material within the framework of this Agreement and in accordance with each Party's national laws and regulations.

17. "Facility Security Certificate"; means the official license, granted by the Competent Security Authority of each Party in accordance with their national laws and regulation, certifying that the protective measures projected are commensurate with the required security classification by considering the location of the facility, environmental conditions and the potential external and internal threats to be faced so as to ensure the physical security requirements for the Classified Information, Documents and Material that are existing or to exist in the facility or the classified project which is carried out in a facility.

18. "Need-to-Know Principle"; means necessity to have access to Classified Information, Documents and Material in connection with Official Duty and/or for the performance of a concrete task.

19. "Personnel Security Certificate"; means the official license, granted by the Competent Security Authority of each Party in accordance with their national laws and regulations, certifying that the person may have access to the Classified Information, Documents and Material or the classified contract within the framework of Need-to-Know Principle or making it possible to give entrance permission to classified area where they are maintained or conducted.

20. "Intellectual and Industrial Property Rights"; means all copyright and all rights in relation to inventions (including patent rights), registered and unregistered trademarks (including service marks), registered and unregistered (including trade secrets and know-how), and any other rights resulting from intellectual activity in the industrial, scientific, literary and artistic fields recognized in the territories of the Parties.

ARTICLE 3 SCOPE

The Parties shall strive to create favorable conditions to improve the Defence Industry Cooperation by:

1. Providing appropriate conditions for joint research, development, production and modernization of spare parts, tools, defence materials, military systems, technical displays and technical equipment required by the Armed Forces of the Parties,
2. Implementation of the results of joint research, development and production projects in the field of military equipment in the territory of the Parties,
3. Research, design, development and production in the field of Defence Industry Goods and Services,
4. Mutual assistance in the fields of production and procurement of Defence Industry Goods and Services as well as the modernization of tools and equipment of both Parties,
5. Encouraging the conclusion of agreements made between relevant authorities of the Parties with the aim of joint production and further development of weapons, military technical equipment and their parts,

6. Exchange of scientific and technical information, relevant documents and information on Defence Industry standards used by the Parties for Quality Assurance,
7. Sales of finished goods produced through joint projects of the Parties to the Third Parties by mutual agreement and taking into account the national sensitivities of the Parties and their obligations deriving from international regulations,
8. Cooperation in selling, purchasing or exchange, in line with the relevant legislation of the Parties, of surplus defence industry products and services in the inventory of the Armed Forces of both Parties with other products and services,
9. Promotion of contacts, technical visits to research centers and personnel exchanges between the institutions and companies of Defence Industries of the Parties,
10. Acquisition by the Parties of military and defence equipment manufactured or developed jointly in either Party's territory,
11. Providing the conditions for joint programs of production, development, technology and modernization related to the Defence Industry products of both Parties, and if agreed upon, the defence industry products of Third Parties,
12. Conducting the projects regarding Defence Industry Goods and Services by the Parties in order that joint or mutual sales, procurement, production, modernization, technology transfer, research and development could be done, and implementing the works regarding these projects within framework of agreements, memoranda of understanding, protocols or contracts to be signed between the Parties and/or relevant authorities of the Parties,
13. Encouraging the conclusion of agreements between the Parties on joint production and joint development for Third Parties,
14. Cooperation between military technical institutions, defence industry companies and maintenance and repair facilities, under the authority of Parties,
15. Mutual participation in the defence industry fairs and symposia organized by the Parties.

ARTICLE 4 IMPLEMENTATION

1. The enforcement and details of implementation of this Agreement shall be defined through implementation agreements, that are to come into force in accordance with the procedure set forth in Article 20 governing the entry into force of this Agreement.
2. Implementation Agreement shall regulate the matters related to implementation activities of the Parties in the field of their own Defence Industry Cooperation. The inclusion of issues in cooperation that are within the interest of third Parties shall be possible through mutual agreement the Parties.
3. Cooperation shall be established based on the principle of reciprocity by considering the legislation, the requirements and interests of the Parties.

4. The Parties shall assess and make their decisions by mutual written agreement, including the invitation of Third Parties to participate in joint production projects.

5. Neither Party shall transfer to a Third Party, without prior written consent, any material, technical information and documents to be donated, sold or co-produced as per this Agreement or implementation agreements to be made on the basis of this Agreement.

6. In case of termination of any implementation agreements, the Parties shall accept to fulfill all obligations started before the notification of termination. The Termination Notice shall be signed by both Parties and shall include a list of fulfilled and unfulfilled obligations.

ARTICLE 5 COMPETENCE

The implementation of the objective defined by Article 1 shall be under the competence of the following authorities:

For the Government of the Republic of Turkey: Ministry of National Defence of the Republic of Turkey,

For the Government of Montenegro: Ministry of Economy of Montenegro.

ARTICLE 6 JOINT COMMISSION

1. The Parties agreed to establish the Joint Commission, which will be composed of representatives of both Parties and where necessary expert personnel from respective competent authorities defined in Article 5 the Armed Forces and their defence industry institutions and companies may also be invited to participate.

2. The Joint Commission shall be presided over by representatives of the Ministry of National Defence of the Republic of Turkey and of the representatives of the Ministry of Economy of Montenegro.

3. In the Joint Commission the Delegation of the Ministry of National Defence of the Republic of Turkey shall be headed by the Deputy Undersecretary for Defence Industries, whereas the Delegation of the Ministry of Economy of Montenegro shall be headed by Director General for Multilateral and Regional Trade Cooperation and Economic Foreign Relations, Ministry of Economy. The Parties shall designate a Co-Chair on its part.

4. The points of contact which shall be responsible for organizing and coordinating the activities of the Commission are:

-International Cooperation Department of Undersecretariat for Defence Industry, the Ministry of National Defence of the Republic of Turkey.

-Directorate for Multilateral and Regional Trade Cooperation and Economic Foreign Relations, Ministry of Economy of Montenegro.

5. The tasks of the Joint Commission shall include, but not limited to the following:

a. Determination and definition of concrete fields of cooperation in accordance with the Article 4 of this Agreement,

- b. Selection of projects, which will be jointly carried out, and identification of the most appropriate types and methods of cooperation as to the implementation of joint projects,
- c. Exchange of information for the purpose of the realization of a cooperation proposal during the implementation of joint programs,
- d. Submission of proposals, recommendations and opinions to relevant authorities concerning the participation of Third Parties in joint projects,
- e. Ensuring the preparation and publication of necessary documents for realization of approved projects and decisions,
- f. Regular supervision of the implementation of approved projects and decisions,
- g. Assessment of the implementation of this Agreement and if necessary negotiation of proposals regarding any amendments to be made to the Agreement.

6. The date and the Agenda of the Joint Commission's meeting shall be proposed by the hosting Party, whose Secretary shall be in charge of preparation of the Minutes.

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

8. Each Party shall bear the participation cost of its delegations for the meetings of the Joint Commission.

9. The meeting of the Joint Commission shall be held alternately in both countries, on the dates to be agreed upon through the diplomatic channels.

ARTICLE 7 PROTECTION OF INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

1. Rights and obligations of the Parties concerning their intellectual and industrial property rights, production rights within their own territories, issuance of the production license, sales to Third Parties, preservation of patents on new products and inventions realised within the framework of joint projects and technology transfer shall be determined through the implementation agreements to be made for each joint project. The Parties, within the framework of their national legislation and international agreements to which they are party, shall effectively protect intellectual property rights to be established and transferred on the basis of this Agreement. Within the scope of this Agreement, the concept of intellectual property shall be considered as it is defined in the Article 2 of the agreement which was signed on 14 July, 1967 in Stockholm, and established World Intellectual Property Organization.

2. In these implementation agreements, besides the financial and legal obligations, the principles and procedures, concerning the type, pace, time and terms of liquidation of mutual debts and credits, due to any expenses resulting from research, development, production, procurement, technical services, personnel support and infrastructure services, shall be specified in detail.

3. Release or publication of the defence industrial material and information exchanged between the Parties to a Third Party shall only be possible upon the written consent of the Originating Party. The Parties shall mutually agree on information, documents and explanations to be extended to the public and the press within the scope of cooperation in the field of defence industry.

4. The Parties shall abide by the intellectual and industrial property rights and other limitations concerning reproduction, duplication, utilization or distribution of all materials, products and information which are released by the other Party within the framework of this Agreement.

5. Commitments established in the Agreement regarding the protection of Intellectual and Industrial Property Rights shall continue to be applied even after the termination of this Agreement.

ARTICLE 8
PROTECTION OF CLASSIFIED INFORMATION, DOCUMENTS AND MATERIAL

1. The Parties agree that the following security classification levels are equivalent and correspond to the security classification levels specified in the table below:

<u>TURKISH:</u>	<u>MONTENEGRIN:</u>	<u>ENGLISH:</u>
COK GIZLI	STROGO TAJNO	TOP SECRET
GIZLI	TAJNO	SECRET
OZEL	POVJERLJIVO	CONFIDENTIAL
HIZMETE OZEL	INTERNO	RESTRICTED

2. Both Parties commit themselves to mark the Classified information received under this Agreement in compliance with their national security classification levels with the equivalent markings displayed in the table above.

3. The Parties shall take all the necessary measures for the protection of the Classified Information generated or transferred as a result of the mutual cooperation in compliance with their national laws and this Agreement and shall also ensure at least the same protection for such information as stipulated for their own Classified Information with an equivalent level of security.

4. The Recipient Party will not transmit Classified Information to a Third Party without prior written authorization from the Originating Party.

5. Classified Information exchanged or generated within the scope of the mutual cooperation between the Parties shall only be given or disclosed to private firms or kept in the facilities of these firms that hold a Facility Security Certificate with the appropriate level issued by their Competent Security Authority, within the scope of Need-to-Know Principle. Classified Information shall only be disclosed to individuals who have been duly authorized and hold a Personnel Security Certificate with the appropriate level issued by their Competent Security Authority, within the scope of Need-to-Know Principle.

6. The Classified Information exchanged and/or generated by mutual cooperation between the Competent Security Authorities and/or organizations in its country of the Parties shall only be used in line with the purpose of its transfer under this Agreement.

7. Commitments established in the Agreement regarding protection of classified information and prevention of its disclosure shall continue to apply even after the termination of the Agreement.

8. Level of security classification given to classified information shall only be modified by Originating Party. Such decisions shall immediately be notified in writing by the Originating Party to the Recipient Party which shall enforce them. Each Party undertakes not to change the

classification level given to the Classified Information without the written consent from the Party originating the Classified Information.

9. The level of security classification to be given to the information generated in the process of the mutual cooperation of the Parties shall only be determined, modified or declassified by mutual consent. In case of disagreement on the level of security classification to be given to such information, the Parties shall adopt the higher level proposed by any of them.

10. Classified Information, Documents and Commercially Sensitive hardware and software will be transmitted between the Parties through government-to-government diplomatic channels or through other channels agreed by the Competent Security Authorities of the Parties.

11. A project security instruction covering the measures to be taken for ensuring the security within the project shall be prepared as an annex to the contract to be signed for each project which the Classified Information is used at the "CONFIDENTIAL" and higher security classification level.

12. Transfer of Classified Information at "CONFIDENTIAL" or higher classification level shall be carried out according to the procedures and principles to be defined in the project security instruction to be prepared for each project.

13. Classified Information, Documents and Material marked up to "CONFIDENTIAL" shall be destroyed in accordance with the national laws.

14. A Party, wishing to conclude a classified contract with an organization of the other Party, or wishing to authorize one of its own organizations to conclude a classified contract in the territory of the other Party within a classified project shall obtain in advance, through its Competent Security Authority, the written confirmation from the Competent Security Authority of the other Party that the proposed organization holds a Facility Security Certificate of the relevant security classification level.

15. In case the Classified Information is breached or there is suspicion of breach or in case such information is disclosed to an unauthorized person, the Party where the breach or disclosure have occurred or may have occurred shall take all the necessary measures in accordance with its national laws and regulations and shall immediately inform the other Party of this situation as well as of the measures taken and their outcomes.

16. Visits requiring access to Classified Information or to the areas where they are being kept or processed shall only be made within the framework of international visit procedures upon receiving the prior written authorization from the Competent Security Authority of the host country provided that the visitor has a Personnel Security Certificate at the appropriate classification level and Need-to-Know Principle is applied.

17. The Facility Security- Certificate and the Personnel Security Certificate granted by the Competent Security Authority of each Party shall be recognized by the Competent Security Authority of other Party within the scope of those projects of mutual cooperation, following written confirmation from the Competent Security Authority of the Party that granted those certificates.

ARTICLE 9 QUALITY ASSURANCE

If agreed by the Parties, the cooperation on the Quality Assurance shall be established with a separate agreement to be signed between the Parties. Until the entry into force of that agreement, the procedures and general principles shall be specified in the contracts to be concluded between the relevant organizations of the Parties in accordance with their national legislations.

ARTICLE 10 REGIONAL AND INTERNATIONAL AGREEMENTS

The Agreement shall not affect any rights and obligation of other Agreement in force concluded by Montenegro or the Republic of Turkey with third parties, as well as the rights and obligations arising from the membership of both Parties in regional and international organizations and shall not be used against the legality, interests, security and territorial integrity of other states.

ARTICLE 11 LEGAL ISSUES

1. Guest Personnel and their Dependants shall be subject to the laws and regulations in force and criminal jurisdiction of the Receiving Party during their presence in the territory of the Receiving Party including their entry, stay and departure.
2. In case Guest Personnel or their Dependants are detained or arrested, the Receiving Party shall promptly inform the Sending Party of this situation.
3. In case any of the Guest Personnel or their Dependants faces a legal investigation or trial in the Receiving Party, he or she shall be entitled to the generally accepted legal protection, which shall be no less than the one enjoyed by the nationals of the Receiving Party.
4. The activities of the Guest Personnel could be terminated by the responsible authorities, defined in Article VI, if they violate the law of the Receiving Party.
5. The Sending Party shall retain exclusive disciplinary jurisdiction over the Guest Personnel within the territory of the Receiving Party.

ARTICLE 12 ADMINISTRATIVE ISSUES

1. No mission shall be assigned to the Guest Personnel other than the ones specified in this Agreement or to be specified in the complementary and implementation agreements, memoranda of understanding, protocols and arrangements to be signed in accordance with this Agreement.
2. The Sending Party's military personnel shall wear their own uniform in their place of duty.
3. The Receiving Party shall make effort to provide the equipment required for carrying out activities defined in this Agreement, where necessary.

ARTICLE 13 FINANCIAL MATTERS

1. The Sending Party shall be liable for the salary, lodging, catering, transportation, per diem and other financial rights of the Guest Personnel assigned for the implementation of cooperation activities under this Agreement.

2. The Receiving Party shall decide within the framework of its legislation whether the activities are organized free of charge or at current or reduced charges.

3. The Guest Personnel shall clear their own debts and those of their Dependants when they leave the Receiving Party permanently. In case Guest Personnel have not paid those debts and/or in case of an emergency withdrawal, the debts of the Guest Personnel and those of their Dependants shall be paid by the Sending Party in Euro at the exchange rate used at the date of payment according to the invoice issued by the Receiving Party.

4. The Guest Personnel and their Dependants shall be subject to the tax laws prevailing in the Receiving Party during their entry, stay and departure.

ARTICLE 14 OTHER ISSUES

1. The Sending Party reserves the right to recall its personnel when deemed necessary. The Receiving Party shall adopt all the measures for the return of the personnel as soon as it receives such a request.

2. In case of the death of any Guest Personnel or any Dependant, the Receiving Party shall inform the Sending Party, transport the deceased to the nearest international airport within its territory and take appropriate health protection measures until the delivery thereof.

ARTICLE 15 DAMAGE/LOSS AND COMPENSATION

1. Each Party shall compensate the other Party for a damage caused to the latter's property resulting from acts of the Guest Personnel, while performing their duties.

2. The laws of the Receiving Party shall be applied to settle the claims for compensation of losses or damages caused intentionally or by negligence to the persons and the properties of the Receiving Party, Guest Personnel and their Dependants.

3. Unless resulted from willful misconduct or gross negligence, each Party shall waive all its claims against the other Party for injury or death suffered by any of its personnel while such personnel were engaged in the performance of their Official Duties.

ARTICLE 16 PASSPORT AND CUSTOMS PROCEDURES

1. The Guest Personnel and their Dependants shall be subject to the rules applicable to foreigners within the territory of the Receiving Party.

2. When entering and leaving the country of the Receiving Party, the Guest Personnel and their Dependants shall be subject to the customs and passport procedures foreseen in the Receiving Party's law. However, the Receiving Party shall facilitate administrative formalities in compliance with their legislation.

**ARTICLE 17
SETTLEMENT OF DISPUTES**

1. Any dispute between the Parties arising out of the interpretation or implementation of this Agreement shall be settled by holding meetings in the Joint Commission, established by Article 6 of this Agreement without bringing the dispute to an international court, arbitration board or to a Third Party for settlement. During the settlement process the Parties shall continue to fulfill their commitments.

2. In case the dispute cannot be settled in the Joint Commission within 90 days following its assessment, it shall be handled at the level of the Undersecretary for Defence Industries of the Ministry of National Defence of the Republic of Turkey and the Director General for Multilateral and Regional Trade Cooperation and Economic Foreign Relations, Ministry of Economy. In that case, negotiations shall be initiated within 30 days following the notification of the issue to the relevant authorities of the Parties, and if no solution can be reached within the subsequent 45 days, each Party shall be able to terminate this Agreement in accordance with paragraph 3 of Article 19 of this Agreement.

**ARTICLE 18
AMENDMENT**

1. Either Party may propose, through diplomatic channels, amendments or revision of this Agreement if so required. Negotiations shall start within 30 days after the receipt of a written proposal. If no result is reached within 90 days, each Party shall terminate this Agreement in accordance with Article 19, paragraph 3 of this Agreement.

2. All amendments shall be done in writing.

3. Agreed amendments shall enter into force in accordance with the procedure set forth in Article 19 governing the entry into force of this Agreement.

**ARTICLE 19
FINAL PROVISIONS**

1. This Agreement shall enter into force on the date of receipt the last written notification through diplomatic channels, by which the Parties inform each other that the internal legal procedures necessary for its entry into force have been fulfilled.

2. This Agreement shall remain in force for a period of five years and shall be automatically extended for successive five years, unless one of the Parties notifies the other in a written form, through diplomatic channel, at least six months in advance of its decision to terminate it.

3. If any agreement cannot be reached between the Parties during the revision or amendment of this Agreement or settlement of a dispute, either Party may terminate this Agreement with a written notification through diplomatic channels. Termination of this Agreement shall take effect 90 days after the receipt of the notification.

4. The termination of this Agreement shall not affect the implementation of any ongoing project/ program/ contract being implemented in accordance with this Agreement, until such program, project/contract is concluded, unless otherwise agreed by the Parties.

DONE IN Ankara, on 17 November 2017, in two originals, in Montenegrin, Turkish and English languages, all texts being equally authentic. In case of divergence of interpretation, the English text shall prevail.

FOR THE GOVERNMENT
OF MONTENEGRO

Goran Šćepanović

General Director in Directorate
for Multilateral and Regional Trade
Cooperation and Economic Foreign
Relations of the Ministry of Economy
of Montenegro

FOR THE GOVERNMENT
OF THE REPUBLIC OF TURKEY

Müjdat Uludağ

Head of International Cooperation
Department of Undersecretariat for
Defence Industries of the Ministry of
National Defence of the Republic
of Turkey

Član 3

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

Broj: 30-1/18-1/4
EPA 435 XXVI
Podgorica, 26. jun 2018. godine

SKUPŠTINA CRNE GORE 26. SAZIVA



PREDSJEDNIK

Jovan Brajović

Jovan Brajović