

Na osnovu člana 95 tačka 3 Ustava Crne Gore donosim

U K A Z
O PROGLAŠENJU ZAKONA O POTVRĐIVANJU
MEMORANDUMA O RAZUMIJEVANJU I
INSTITUCIONALNOM OKVIRU INICIJATIVE ZA
PRIPREMLJENOST I PREVENCIJU KATASTROFA U
JUGOISTOČNOJ EVROPI

Proglašavam **Zakon o potvrđivanju Memoranduma o razumijevanju i institucionalnom okviru Inicijative za pripremljenost i prevenciju katastrofa u Jugoistočnoj Evropi**, koji je donijela Skupština Crne Gore 25. saziva, na petoj sjednici prvog redovnog (proljećnjeg) zasijedanja u 2015. godini, dana 16. jula 2015. godine.

Broj: 01-686/2
Podgorica, 24.07.2015.

PREDSEDNIK CRNE GORE



Mir Vujanovic

Na osnovu člana 82 stav 1 tačka 17 i člana 91 stav 1 Ustava Crne Gore, Skupština Crne Gore 25. saziva, na petoj sednici prvog redovnog (proljećnjeg) zasijedanja u 2015.godini, dana 16.jula 2015. godine, donijela je

Z A K O N
O POTVRĐIVANJU MEMORANDUMA O RAZUMIJEVANJU O INSTITUCIONALNOM
OKVIRU INICIJATIVE ZA PRIPREMLJENOST I PREVENCIJU KATASTROFA U
JUGOISTIČNOJ EVROPI

Član 1

Potvrđuje se Memorandum o razumijevanju o Institucionalnom okviru Inicijative za pripremljenost i prevenciju katastrofa u Jugoistočnoj Evropi, potpisan u Sarajevu od strane Vlade Crne Gore, Savjeta Ministara Republike Albanije, Vlade Republike Bugarske, Vlade Republike Hrvatske, Vlade Republike Makedonije, Vlade Republike Srbije, Vlade Republike Slovenije i Vlade Republike Turske 28.novembra 2013.godine i Savjeta Ministara Bosne i Hercegovine 18.aprila 2014.godine, u originalu na engleskom jeziku.

Član 2

Tekst Memoranduma iz člana 1 ovog zakona, u originalu na engleskom i u prevodu na crnogorski jezik, glasi:

MEMORANDUM
OF UNDERSTANDING ON THE INSTITUTIONAL FRAMEWORK OF THE
DISASTER PREPAREDNESS AND PREVENTION INITIATIVE FOR SOUTH
EASTERN EUROPE

Preamble

The Council of Ministers of the Republic of Albania, Bosnia and Herzegovina, the Republic of Bulgaria, the Republic of Croatia, the Republic of Macedonia, the Republic of Moldova, Montenegro, Romania, the Republic of Serbia, the Republic of Slovenia and the Republic of Turkey, hereinafter referred to as the Parties of the Disaster Preparedness and Prevention Initiative for South Eastern Europe (hereinafter “the DPPI SEE Parties”).

Recognizing the need to further enhance regional cooperation and regional consultation in the field of disaster management (capacity building, methods and practices) as essential,

Reaffirming their commitments expressed in the Memorandum of Understanding on the Institutional Framework of the Disaster Preparedness and Prevention Initiative signed by the Governments of the Republic of Albania, the Republic of Bulgaria, the Republic of Croatia, the Republic of Macedonia, the Republic of Moldova, Montenegro, Romania and the Republic of Slovenia in Zagreb on 24 September 2007 and by the Governments of Bosnia and Herzegovina and the Republic of Turkey in Sofia on 8th April 2008 and by the Republic of Serbia in Sarajevo on 7 April 2009, and which shall cease to be in force on 1st January 2014,

Acknowledging the successful cooperation among the Parties of the Disaster Preparedness and Prevention Initiative for South Eastern Europe as a regionally owned institutional framework for South Eastern Europe with an aim to improve and strengthen abilities and capacities to prevent and prepare for natural and man-made disasters,

Have agreed as follows:

I. DPPI SEE Goals and Objectives

Article 1

The principal objectives of the Disaster Preparedness and Prevention Initiative for South Eastern Europe are to contribute to the institutional capacity-building of disaster management organizations to enhance disaster prevention and preparedness in the countries of South Eastern Europe (hereinafter "the SEE") region by:

- a) Serving as a regional network and facilitator in disaster preparedness and prevention of natural and man-made disasters in the SEE region;
- b) Enhance cooperation among the DPPI SEE Parties in view of EU enlargement and the process of Euro-Atlantic integration;
- c) Supporting countries in the SEE region in their efforts to further develop disaster preparedness and prevention through common approach and cooperation with all relevant international organisations and bodies, especially the EU Civil Protection Mechanism;
- d) Strengthening and enhancing bilateral and multilateral cooperation, facilitating exchange of information in the field of disaster preparedness and prevention at all levels among competent national disaster management authorities and other relevant institutions in the SEE region, in accordance with the national regulations regarding the exchange of information;
- e) Identifying and sharing lessons learned and best practices.

II. DPPI SEE Governance and Coordination Structure

Article 2

DPPI SEE Regional Meeting

The DPPI SEE Regional Meeting is a governing and decision-making forum/body, composed of Heads of the disaster management authorities of the DPPI SEE Parties supported by other relevant authorities/ministries responsible for disaster preparedness, prevention and management issues.

The DPPI SEE Regional Meeting provides a policy framework for the DPPI SEE and serves as a platform for internal consultations and recommendations to be forwarded to the appropriate national authorities to facilitate the decision-making process within the national governments.

It fosters networking and cooperation with international partners and actors, exchange of information, experiences, lessons learned and best practices in the field of disaster preparedness, prevention and response and resolves issues of common interest.

The DPPI SEE Regional Meeting shall be attended by the DPPI SEE Parties. Upon invitation, DPPI SEE Advisory Board members and DPPI SEE Partners may also participate in the DPPI SEE Regional Meeting.

The Chairmanship of the DPPI SEE Regional Meeting shall rotate on an annual basis between the DPPI SEE Parties in alphabetical order.

The DPPI SEE Regional Meeting decides by consensus on the following:

- a) amendments to the Memorandum of Understanding;
- b) the seat and the composition of the DPPI SEE Secretariat;
- c) any request pursuant to Article 13 of this Memorandum of Understanding;
- d) adoption of Rules of Procedure and Financial Management Rules;
- e) adoption of Annual Work Plan and Budget;
- f) endorsement of Report on the implementation of the Annual Work Plan and Annual Financial Report;
- g) projects that are funded from the DPPI SEE Budget.

The DPPI SEE Regional Meeting meets twice per year. Extraordinary sessions may be scheduled at the initiative of the DPPI SEE Chair-in-Office and with the consensus of all DPPI SEE Parties.

The DPPI SEE Regional Meeting shall adopt Rules of Procedures and any other internal regulations governing the work of the DPPI SEE bodies and structures including the DPPI SEE Secretariat.

Article 3

DPPI SEE Advisory Board (DPPI SEE AB)

The DPPI SEE Advisory Board is composed of experts with functional expertise, representing international partners of the DPPI SEE and invited by the DPPI SEE Chair-in-Office. The DPPI SEE Advisory Board advises on proposed and planned projects and activities, and contributes to sustained policy relevance.

There are no formal voting rights; decisions are to be reached by consensus.

Article 4

DPPI SEE Working Groups (DPPI SEE WG)

The DPPI SEE Regional Meeting may establish DPPI SEE WGs as technical bodies to develop and support specific DPPI SEE projects. DPPI SEE WGs shall be chaired on an informal basis by a country in the SEE region with the participation of national and international experts. DPPI SEE WGs report to the DPPI SEE Regional Meeting and are supported by the DPPI SEE Secretariat.

Article 5

The TRIO Mechanism

The Trio Mechanism (hereinafter "the Trio") is comprised of the present DPPI SEE Chair-in-Office and representatives of the previous and incoming DPPI SEE Chair-in-Office.

The role of the Trio shall be to ensure the strategic coordination and planning of the DPPI SEE activities.

The Trio meetings shall take place twice a year back to back with Regional Meetings. The present DPPI SEE Chair-in-Office shall in coordination with other two members of the Trio, establish date, place and agenda for the meeting.

Article 6

DPPI SEE Partners and/or Donors

Interested countries and international organizations/institutions may become DPPI SEE Partners and/or Donors and participate in DPPI SEE activities by notifying the DPPI SEE Chair-in-Office or Head of the DPPI SEE Secretariat or by announcing such interest at the DPPI SEE Regional Meeting.

Participation shall be at the DPPI SEE Partner's own cost and with its own financial and human resources.

III. ADMINISTRATING THE DPPI SEE

The DPPI SEE Secretariat

Article 7

The Seat

The seat of the DPPI SEE Secretariat is in Sarajevo, Bosnia and Herzegovina (hereinafter: "the Host Country"). The DPPI SEE Secretariat shall have legal capacity as necessary for carrying out its functions.

The Host Country shall provide the facilities and office operating costs for the DPPI SEE Secretariat unless agreed otherwise. The legal capacity, privileges and immunities of the DPPI SEE Secretariat shall be defined in the Host Country Agreement to be concluded between the Host Country and the DPPI SEE Parties.

The Seat of the DPPI SEE Secretariat may be changed by the consensual decision of the DPPI SEE Regional Meeting.

Article 8
Structure and Functions

The administrative/supportive structure for the DPPI SEE and DPPI SEE CiO is the DPPI SEE Secretariat.

The DPPI SEE Secretariat consists of the Head of the DPPI SEE Secretariat and the Administrative/Finance Assistant. The mandate of the DPPI SEE Secretariat staff shall be three years with a possibility of extension for one additional year.

Article 9
Reporting

The DPPI SEE Secretariat works under the guidance of the DPPI SEE Chair-in-Office and reports to the DPPI SEE Regional Meeting on its activities and expenditures. Additional reporting (narrative and financial) may be required by the DPPI SEE Chair-in-Office.

Any reporting shall be provided in accordance with the Rules of Procedure and Financial Management Rules.

IV. BUDGET AND FINANCING OF THE DPPI SEE

Article 10
Budget

The DPPI SEE Budget is composed of annual contributions by DPPI SEE Parties.

The DPPI SEE Secretariat prepares, on the basis of the DPPI SEE Annual Work Plan, the Budget to be presented for approval to the DPPI SEE Regional Meeting during its autumn session. The DPPI SEE Secretariat also prepares additional work plans and budgets for projects, which may be implemented with the assistance of DPPI SEE Partners.

DPPI SEE Partners that are contributing to the DPPI SEE projects budget may request specific audit reports.

Article 11
Financing

The DPPI SEE activities shall be financed from the DPPI SEE Budget and may be additionally financed by the DPPI SEE Parties/Partners/Donors.

The DPPI SEE Parties agree to make reasonable efforts to provide the human, technical and financial resources needed for the sustainable functioning of the DPPI SEE and the DPPI SEE Secretariat.

Each DPPI SEE Party's annual financial contribution to the DPPI SEE shall be at least €25,000.00 and shall be transferred before the end of April of each year.

Delay in payment of the annual contribution by a DPPI SEE Party shall immediately result in the suspension of the right to take decisions and having the costs of participation in any DPPI SEE activity covered from the DPPI SEE Budget until such time as the payment is made.

DPPI SEE Parties participating in any given project also agree to provide matching contributions to financial support provided by DPPI SEE Partners, subject to mutual agreement, for the development and implementation of projects.

The financial management of the Budget and reporting shall be in accordance with the Financial Management Rules adopted by the DPPI SEE Regional Meeting.”

V. FINAL PROVISIONS

Article 12

Amendments

This Memorandum of Understanding may be amended in writing by consent of the DPPI SEE Parties pursuant to Article 2, paragraph 6 (a). The amendments shall enter into force in accordance with Article 14 of this Memorandum of Understanding.

Article 13

Accession

The DPPI SEE Regional meeting shall decide by consensus on the request of any party to accede to this Memorandum of Understanding and become the DPPI SEE Party.

Article 14

Entering into Force

This Memorandum of Understanding shall enter into force the first day of the month following the month of the receipt of the sixth notification of the DPPI SEE Parties, by the Ministry of Foreign Affairs of Bosnia and Herzegovina regarding the completion of their internal requirements for its entry into force.

For any DPPI SEE Party which after the deposit of the sixth notification pursuant to paragraph 1 of this Article notifies the Ministry of Foreign Affairs of Bosnia and Herzegovina about the completion of its internal procedures for entry into force of this Memorandum of Understanding, it shall enter in force on the date of its notification to the Depositary.

After the signing, the original of this Memorandum of Understanding shall be deposited with the Council of Ministers of Bosnia and Herzegovina that shall serve as the Depositary. The

Depository shall provide the DPPI SEE Parties to the Memorandum of Understanding and the Secretariat with duly certified copies thereof.

This Memorandum of Understanding shall apply provisionally as of the date of its signing unless a DPPI SEE Party declares at the moment of signing of the Memorandum of Understanding that its internal legal requirements do not permit such provisional application. For any such DPPI SEE Party the Memorandum of Understanding shall enter into force on the date of its notification to the Depository.

Article 15

Duration

This Memorandum of Understanding shall remain in force for undefined period, unless agreed otherwise among the DPPI SEE Parties.

Any DPPI SEE Party may denounce this Memorandum of Understanding with written notification to the DPPI SEE Chair-in-Office. The denunciation shall take effect three (3) months after the date of receipt of the notification.

IN WITNESS WHEREOF, the undersigned being duly authorized by their respective Governments have signed this Memorandum of Understanding.

Done at Sarajevo , on this 28th November, in one original in English.

For the Council of Ministers the Republic of
Albania

Shemsi PRENÇI

For the Government of the Republic of
Bulgaria

Nikolaj NIKOLOV

For the Government of the Republic of Croatia
Jadran PERINIC

For the Government of the Republic of
Macedonia

Shaban SALIU

For the Government of Montenegro
Mirsad MULIC

For the Government of the Republic of
Serbia

Djordje BABIC

For the Government of the Republic of Slovenia
Darko BUT

For the Government of the Republic of
Turkey

Halil AFSARATA

ANNEX to the Signatory Page for signing of the "Memorandum of Understanding on the Institutional Framework of the Disaster Preparedness and Prevention Initiative for South Eastern

Europe”

Done at Sarajevo on this 18 April 2014. in a single authentic copy in English.

For the Councils of Ministers of Bosnia and Herzegovina

Fahrudin Radončić

Memorandum o razumijevanju o Institucionalnom okviru Inicijative za pripremljenost i prevenciju katastrofa u Jugoistočnoj Evropi

Preambula

Vlade Republike Albanije, Bosne i Hercegovine, Republike Bugarske, Republike Hrvatske, Republike Makedonije, Republike Moldavije, Crne Gore, Rumunije, Republike Srbije, Republike Slovenije i Republike Turske, u daljem tekstu Strane Inicijative za pripremljenost i prevenciju katastrofa u Jugoistočnoj Evropi (u daljem tekstu: DPPI SEE Strane).

Uvažavajući potrebu za daljim jačanjem regionalne saradnje i regionalne konsultacije u oblasti upravljanja katastrofama (izgradnja kapaciteta, metode i prakse) koja je od ključnog značaja,

Potvrđujući njihovu posvećenost izraženu u Memorandumu o razumijevanju o Institucionalnom okviru Inicijative za pripremljenost i prevenciju katastrofa u Jugoistočnoj Evropi potpisanom od strane Vlada Republike Albanije, Republike Bugarske, Republike Hrvatske, Republike Makedonije, Republike Moldavije, Crne Gore, Rumunije i Republike Slovenije u Zagrebu, 24. septembra 2007. godine i od strane Vlada BiH i Republike Turske u Sofiji 8. aprila 2008. godine i Republike Srbije u Sarajevu 7. aprila 2009. godine, koji prestaje da važi 1. januara 2014. godine,

Prihvatajući uspješnu saradnju između Strana Inicijative za pripremljenost i prevenciju katastrofa u Jugoistočnoj Evropi kao regionalnog institucionalnog okvira za Jugoistočnu Evropu sa ciljem da poboljša i ojača sposobnost i kapacitete za prevenciju i pripremljenost za prirodne i izazvane katastrofe,

Dogovorile su se o sljedećem:

I. Ciljevi i zadaci DPPI SEE

Član 1

Glavni zadaci Inicijative za pripremljenost i prevenciju katastrofa u Jugoistočnoj Evropi su doprinos izgradnji institucionalnih kapaciteta organizacija za upravljanje u katastrofama kako bi se poboljšala pripremljenost i prevencija katastrofa u zemljama regiona Jugoistočne Evrope (u daljem tekstu: SEE) na način da:

- a) služi kao regionalna mreža i tako olakša pripremljenost i prevenciju prirodnih i izazvanih katastrofa u regionu JIE;
- b) poboljša saradnju između DPPI SEE Strana u pogledu proširenja EU i procesa evroatlantskih integracija;
- c) podrži države regiona JIE u naporima za dalje razvijanje pripremljenosti i prevencije katastrofa, zajedničkim pristupom i saradnjom sa svim relevantnim međunarodnim organizacijama i organima, posebno sa Mehanizmom za civilnu zaštitu EU;
- d) ojača i poboljša bilateralnu i multilateralnu saradnju, olakša razmjenu informacija u oblasti pripremljenosti i prevencije katastrofa na svim nivoima među nadležnim državnim organima za upravljanje u katastrofama i drugim relevantnim institucijama u regionu JIE, u skladu sa nacionalnim regulativama koje se tiču razmjene informacija;
- e) identifikuje i razmjenjuje naučene lekcije i najbolje prakse.

II. Upravljačka i koordinaciona struktura DPPI SEE

Regionalni sastanak DPPI SEE

Član 2

Regionalni sastanak DPPI SEE je organ/forum za upravljanje i donošenje odluka, kojeg čine šefovi službi za upravljanje katastrofama DPPI SEE Strana, kojeg podržavaju druge relevantne vlasti/ministarstava, koji su odgovorni za pitanja pripremljenosti, prevencije i upravljanja katastrofama.

Regionalni sastanak DPPI SEE obezbjeđuje politički okvir za DPPI SEE i služi kao platforma za unutrašnje konsultacije i preporuke koje se prosljeđuju odgovarajućim nacionalnim vlastima kako bi se olakšao proces donošenja odluka unutar nacionalnih vlada.

Podstiče povezivanje i saradnju sa međunarodnim partnerima i učesnicima, razmjenu informacija, iskustava, naučenih lekcija i najboljih praksi u oblasti prevencije, pripremljenosti i odgovara na katastrofe i rješava pitanja od zajedničkog interesa.

Regionalnom sastanku DPPI SEE prisustvuju DPPI SEE Strane. Onda kada su pozvani, članovi Savjetodavnog odbora DPPI SEE i partneri DPPI SEE mogu takode učestvovati na Regionalnom sastanku DPPI SEE.

Predsjedavanje Regionalnim sastankom DPPI SEE je rotirajuće na godišnjoj osnovi između DPPI SEE Strana i to po abecednom redu.

Na Regionalnom sastanku DPPI SEE odlučuje se konsenzusom u vezi sljedećeg:

- a) amandmanima na Memorandum o Razumijevanju;
- b) sjedištu i sastavu Sekretarijata DPPI SEE ;
- c) bilo kojem zahtjevu shodno članu 13 Memoranduma o razumijevanju;
- d) usvajanju Poslovnika i Pravila finansijskog upravljanja;
- e) usvajanju godišnjeg Plana rada i budžeta;
- f) potvrđivanju Izvještaja o implementaciji godišnjeg Plana rada i godišnjeg finansijskog Izvještaja;
- g) projektima koji su finansirani iz budžeta DPPI SEE.

Regionalni sastanak DPPI SEE održava se dva puta godišnje. Vanredna zasijedanja mogu biti sazvana na inicijativu predsjedavajućeg DPPI SEE i uz konsenzus svih DPPI SEE Strana.

Na Regionalnom sastanku DPPI SEE usvaja se Poslovnik i drugi interni propisi kojima se upravlja radom DPPI SEE organa i struktura uključujući i Sekretarijat DPPI SEE.

Savjetodavni odbor DPPI SEE

Član 3

Savjetodavni odbor DPPI SEE sastavljen je od eksperata sa funkcionalnim stručnim znanjem, koji predstavljaju međunarodne partnere DPPI SEE i koje poziva predsjedavajući DPPI SEE. Savjetodavni odbor DPPI SEE pruža savjete o predloženim i planiranim projektima i aktivnostima i doprinosi održivoj politici relevantnosti.

Nema formalnih pravila glasanja, odluke se donose konsenzusom.

Radne grupe DPPI SEE

Član 4

Regionalni sastanak DPPI SEE može osnovati radne grupe DPPI SEE kao tehnička tijela za razvoj i podršku određenih DPPI SEE projekata. DPPI SEE radnim grupama predsjedava, na neformalnoj osnovi, zemlja iz regiona jugoistočne Evrope, uz učešće nacionalnih i međunarodnih eksperata. Radne grupe DPPI SEE izvještavaju na Regionalnom sastanku DPPI SEE o svom radu, a podršku im pruža Sekretarijat DPPI SEE.

TRIO mehanizam

Član 5

TRIO mehanizam (u daljem tekstu: Trio) sastavljen je od aktuelnog predsjedavajućeg DPPI SEE i predstavnika prethodnog i budućeg predsjedavajućeg DPPI SEE.

Uloga Tria je da obezbijedi stratešku koordinaciju i planiranje aktivnosti DPPI SEE.

Sastanci Tria organizuju se dva puta godišnje istovremeno sa Regionalnim sastancima. Aktuelni predsjedavajući DPPI SEE u koordinaciji sa druga dva člana Tria, utvrđuje datum, mjesto i agendu sastanka.

DPPI SEE partneri i/ili donator

Član 6

Zainteresovane države i međunarodne organizacije/institucije mogu postati partneri DPPI SEE i/ili donatori i učestvovati u aktivnostima DPPI SEE tako što će obavjestiti predsjedavajućeg DPPI SEE ili šefa Sekretarijata DPPI SEE ili iskazati takav interes na Regionalnom sastanku DPPI SEE.

Učešće je o trošku DPPI SEE partnera i u okviru njegovih sopstvenih finansijskih i ljudskih resursa.

III. Upravljanje DPPI SEE

Sekretarijat DPPI SEE

Sjedište

Član 7

Sjedište Sekretarijata DPPI SEE je u Sarajevu, Bosna i Hercegovina (u daljem tekstu: Zemlja domaćin). Sekretarijat DPPI SEE ima pravne kapacitete koji su potrebni za sprovođenje zadatih funkcija.

Zemlja domaćin obezbjeđuje prostor i pokriva operativne troškove Sekretarijata DPPI SEE, osim ukoliko nije dogovoreno drugačije. Pravni kapaciteti, privilegije i imuniteti Sekretarijata DPPI SEE definišu se u Sporazumu Zemlje domaćina zaključenom između Zemlje domaćina i DPPI SEE Strana.

Sjedište DPPI SEE Sekretarijata može se mijenjati konsenzusom na Regionalnom sastanku DPPI SEE.

Struktura i funkcije

Član 8

Upravljačku i strukturu podrške DPPI SEE i predsjedavajućeg DPPI SEE čini Sekretarijat DPPI SEE.

Sekretarijat DPPI SEE čine šef Sekretarijata DPPI SEE i administrativni/finansijski pomoćnik. Mandat osoblju Sekretarijata DPPI SEE određen je na tri godine sa mogućnošću produženja na dodatnu jednu godinu.

Izvještavanje

Član 9

Sekretarijat DPPI SEE radi pod rukovodstvom predsjedavajućeg DPPI SEE i izvještava na Regionalnom sastanku DPPI SEE o svojim aktivnostima i troškovima. Dodatno izvještavanje (narativno i finansijsko) može zahtijevati predsjedavajući DPPI SEE.

Svako izvještavanje je u skladu sa Poslovníkom i Pravilima finansijskog upravljanja.

IV. Budžet i finansiranje DPPI SEE

Budžet

Član 10

Budžet DPPI SEE čine godišnji doprinosi svake od DPPI SEE Strana.

Sekretarijat DPPI SEE priprema, na osnovu godišnjeg Plana rada DPPI SEE, budžet koji se daje na potvrđivanje na Regionalnom sastanku DPPI SEE za vrijeme jesenje sesije. Sekretarijat DPPI SEE takođe priprema dodatne Planove rada i budžete za projekte, koji mogu biti implementirani uz pomoć partnera DPPI SEE.

Partneri DPPI SEE koji doprinose budžetu projekata DPPI SEE mogu zahtijevati određene revizorske izvještaje.

Finansiranje

Član 11

Aktivnosti DPPI SEE finansiraju se iz budžet DPPI SEE i mogu biti dodatno finansirane od DPPI SEE Strana/ partnera/ donatora.

DPPI SEE Strane slažu se da učine napor kako bi obezbijedile ljudske, tehničke i finansijske resurse koji su potrebni za održivo funkcionisanje DPPI SEE i Sekretarijata DPPI SEE.

Godišnji finansijski doprinos svake DPPI SEE Strane iznosi najmanje 25.000 € i uplaćuje se najkasnije do kraja mjeseca aprila svake godine.

Kašnjenje u plaćanju godišnjih doprinosa neke od DPPI SEE Strana odmah ima za posljedicu suspenziju prava na donošenje odluka i pokrivanje troškova učešća u bilo kojoj aktivnosti DPPI SEE koja se pokriva iz budžeta DPPI SEE dok se ne izvrši plaćanje.

DPPI SEE Strane su učešćem u bilo kojem datom projektu saglasne da obezbijede odgovarajući doprinos finansijskoj podršci koju obezbjeđuje DPPI SEE partner, što je predmet zajedničkog dogovora, a za razvoj i implementaciju projekata.

Finansijsko upravljanje budžetom i izvještavanje su u skladu sa Pravilima finansijskog upravljanja koji se usvajaju na Regionalnom sastanku DPPI SEE.

V. Finalne odredbe

Izmjene i dopune

Član 12

Ovaj Memorandum o razumijevanju može se izmijeniti i dopuniti u pisanoj formi uz saglasnost DPPI SEE Strana, u skladu sa članom 2, stav 6 (a). Amandmani stupaju na snagu u skladu sa članom 14 ovog Memoranduma o razumijevanju.

Pristup Sporazumu

Član 13

Na Regionalnom sastanku DPPI SEE odlučuje se konsenzusom o zahtjevu svake strane za pristupanje ovom Memorandumu o razumijevanju čime bi postale DPPI SEE Strane.

Stupanje na snagu

Član 14

Ovaj Memorandum o razumijevanju stupa na snagu prvog dana u mjesecu nakon mjeseca kada je primljeno šest notifikacija DPPI SEE Strana, posredstvom Ministarstva spoljnih poslova Bosne i Hercegovine, u vezi sa završetkom njihovih unutrašnjih procedura za njegovo stupanje na snagu.

Za svaku DPPI SEE Stranu koja nakon depozita o šestoj notifikaciji, shodno stavu 1 ovog člana, obavijesti Ministarstvo spoljnih poslova BiH o završetku unutrašnjih procedura za stupanje na snagu ovog Memoranduma o razumijevanju, važi da on stupa na snagu na dan notifikacije Depozitara.

Nakon potpisivanja, originalni tekst Memoranduma o razumijevanju je deponovan u Savjetu Ministara BiH koji služi kao depozitar. Depozitar obezbjeđuje DPPI SEE Stranama ovog Memoranduma o razumijevanju i Sekretarijatu ovjerene kopije istog.

Memorandum o Razumijevanju primjenjuje se privremeno od dana potpisivanja, osim ukoliko se DPPI SEE Strane izjasne da u trenutku potpisivanja Memoranduma o razumijevanju njihovi unutrašnji pravni propisi ne dozvoljavaju takve okvirne primjene.

Za tu DPPI SEE Stranu Memorandum o razumijevanju stupa na snagu na dan notifikacije Depozitara.

Trajanje

Član 15

Ovaj Memorandum o razumijevanju ostaje na snazi na neodređen period, osim ukoliko to nije drugačije dogovoreno među DPPI SEE Stranama.

Svaka DPPI SEE Strana može otkazati ovaj Memorandumu o razumijevanju pisanim obavještenjem koje je upućeno predsjedavajućem DPPI SEE. Otkazivanje stupa na snagu tri (3) mjeseca nakon datuma prijema notifikacije.

Potvrđivajući ovo, dolje potpisani imaju puno ovlaštenje od strane njihovih Vlada da potpišu ovaj Memorandum o razumijevanju.

U Sarajevu, 28. novembra 2013. godine, u originalu na engleskom jeziku.

Za Savjet Ministara Republike Albanije

Shemsi PRENÇI, s.r.

Za Vladu Republike Hrvatske

Jadran PERINIĆ, s.r.

Za Vladu Crne Gore

Mirsad MULIĆ, s.r.

Za Vladu Republike Slovenije

Darko BUT, s.r.

Za Vladu Republike Bugarske

Nikolaj NIKOLOV, s.r.

Za Vladu Republike Makedonije

Shaban SALIU, s.r.

Za Vladu Republike Srbije

Đorđe BABIĆ, s.r.

Za Vladu Republike Turske

Halil AFSARATA, s.r.

Prilog strane za potpis za potpisivanje "Memoranduma o razumijevanju o Institucionalnom okviru za Inicijativu za pripremljenost i prevenciju katastrofa u Jugoistočnoj Evropi".
Potpisano u Sarajevu, 18. aprila 2014. u jednoj autentičnoj kopiji na engleskom jeziku.

Za Savjet Ministara Bosne i Hercegovine
Fahrudin Radončić, s.r.

Član 3

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

Broj 01-3/14-2/6
EPA 674 XXV
Podgorica, 16.jula 2015.godine

SKUPŠTINA CRNE GORE 25. SAZIVA

ПРЕДСЕДНИК
Ранко Кривокapić

The image shows the official seal of the Parliament of Montenegro (Skupština Crne Gore) and a handwritten signature. The seal is circular and contains the text "С Р Н Г" at the top, "С К У П Ш Т И Н А Ц Р Н Е Г О Р Е" around the perimeter, and "ПОДГОРНИЦА" at the bottom. In the center of the seal is the coat of arms of Montenegro. A handwritten signature in black ink is written over the seal and extends to the right.