

K oznámeniu č. 49/2010 Z. z.

**AGREEMENT**  
**ON DEVELOPMENT COOPERATION**  
**BETWEEN**  
**THE GOVERNMENT OF THE SLOVAK REPUBLIC**  
**AND**  
**THE GOVERNMENT OF THE REPUBLIC OF SERBIA**

## Preamble

The Government of the Slovak Republic and the Government of the Republic of Serbia, hereinafter jointly called "the Parties"

in the spirit of friendly relations between the two States,

motivated by the wish to support mutual cooperation and development,

recognizing the importance and significance of development assistance,

have agreed, with the purpose of fulfilling of those objectives, as follows:

## Definition of Terms

## Article 1

For the purposes of this Agreement:

„National Programme of Official Development Assistance“

- means the main instrument of the Slovak Republic for providing the official development assistance to the Beneficiary, (receiving the assistance) approved by the Government of the Slovak Republic

„Funds“

- means financial resources allocated within the framework of the National Programme of Official Development Assistance provided to the Beneficiary

„Provider“

- means the Slovak Republic

„Beneficiary“

- means the Republic of Serbia

„Staff“ (employee, civil servant)

- means the citizen of the Slovak Republic, and at the same time employee of the Provider entity participating in projects of the Provider in the country of the Beneficiary.

## Subject and Scope of the Agreement

## Article 2

This Agreement stipulates general terms and conditions of cooperation in development between the Slovak Republic and the Republic of Serbia. These terms and conditions are applicable to provision of official development assistance to the Beneficiary within the framework of the National Programme of Official Development Assistance of the Slovak Republic. The Beneficiary shall provide the efficient use of this assistance, and adopt the measures necessary for prevention of misuse or withholding of Funds provided within the framework of this assistance and non-infringement of terms and conditions under which these Funds were provided.

## Competent Authorities

## Article 3

(1) The competent authorities of the Parties in connection with implementation of this Agreement are:

In the Slovak Republic:

Ministry of Foreign Affairs  
Hlboká cesta 2  
833 36 Bratislava

In the Republic of Serbia:

Ministry of Finance  
Kneza Milosa 20  
11 000 Belgrade

(2) Any communication of the competent authorities within the framework of this Agreement shall be carried out in the English language.

## Financing

## Article 4

(1) Providing of Funds within the framework of the National Programme of Official Development Assistance shall be carried out in compliance with the national law and regulations of the Slovak Republic.

The same procedures shall be applied also to accounting operations connected with those Funds.

(2) Payments carried out within the framework of this Agreement shall be implemented in the official currency of the Provider.

(3) The Funds that are being provided by the Slovak Republic or to the provision of which the Slovak Republic contributes, shall be used exclusively for the purposes of future the agreed projects/programmes and within the framework of prospective approved projects/programmes except for the Article 7, Paragraph 3 of this Agreement. The Funds shall be disbursed only in compliance with the provisions of the Financing Memorandum concerning the corresponding projects/programmes.

#### Procurement of Goods and Services

##### Article 5

(1) Procurement of goods, work and services shall be carried out in compliance with the national law and regulations of the Provider.

(2) Goods and services provided by the Slovak organizations within the framework of the official development assistance pursuant to this Agreement shall be exempt from customs duties, taxes and any other fees in the country of the Beneficiary.

(3) The goods provided by the Provider within the framework of this Agreement shall become the property of Republic of Serbia after the project/programme is terminated.

#### Financing Memorandum

##### Article 6

(1) The amount of the official development assistance and specific terms and conditions of its provision, mainly conditions of transfer of the Funds from the account of the Ministry of Foreign Affairs of the Slovak Republic, rules applicable to accounting and audit, rules applicable to monitoring and reporting, the manner of implementation of projects/programmes and rules applicable to the re-allocation of the Funds shall be agreed in the Financing Memorandum.

(2) The Financing Memorandum shall refer directly to this Agreement, and terms and conditions of this Agreement are applicable to the Financing Memorandum, unless stated otherwise.

#### Conditions Applicable to Personnel Sent by the Provider

##### Article 7

(1) The Republic of Serbia shall inform the Slovak Embassy in the Republic of Serbia about any extraordinary situation or state of emergency in the country. In case one of the Parties considers similar circumstances/events for force majeure, or in case it is of the opinion they could endanger implementation of the projects or programmes of cooperation, any of the

Parties can ask for immediate consultations. Within the framework of these consultations the Republic of Serbia shall provide information on all security provisions or other restrictions, concerning individuals that are not citizens of the Republic of Serbia.

(2) The Provider can, due to security reasons, issue specific instructions to the staff (employees, civil servants). Those instructions can also include the order to leave the Republic of Serbia. The staff (employees, civil servants) that shall obey such instructions or shall implement other preventive actions which are reasonable under given circumstances, shall not be made responsible for violation of obligations following from their employment contracts.

(3) Costs that incur to the Provider in connection with securing safety of the staff (employees, civil servants) shall be financed from the Funds provided by the Slovak Republic to the Republic of Serbia as the official development assistance.

(4) The Republic of Serbia bears all the risks that follow from or have originated in connection with activities implemented within the framework of this Agreement. The Republic of Serbia is responsible mainly for the settlement of all claims/complaints that the third Parties shall file against the Slovak Republic, against the Slovak official institutions or against the Slovak representatives, as well as companies, institutions or persons that fail under this Agreement and that follow from activities implemented within the framework of this Agreement, or that are directly connected with those activities.

(5) The Republic of Serbia shall guarantee to the staff (employees, civil servants):

- a) prompt arrangements and issue of free-of-charge visas enabling multiple entries, repeated entries into and departures from the country throughout the whole period of their activities/operations;
- b) free movement inside the country and the right to enter into the country and to leave the country within the extent necessary for implementation of the project/programme;
- c) prompt issue of all necessary permits or licenses, such as, for example, the permit for stay (residence permit), the working permit and the permit to carry out specialised activities, as well as exemption from the immigration restrictions and from the obligation of registration of aliens throughout the period of duration of this Agreement;
- d) exemption from the obligation to serve in the military forces and to carry out any other obligatory services, this exemption does not apply to citizens of the Republic of Serbia;
- e) exemption from the natural persons (individual) income tax and any other direct tax from emoluments provided by the Ministry of Foreign Affairs of the Slovak Republic or by the employer that has undertaken to provide services or to supply goods based on the contract with the Ministry of

Foreign Affairs of the Slovak Republic, either directly, or as a sub-contractor;

- f) access to health care services and facilities of the highest quality available in the country, regardless whether they are public or private;
- g) possibilities of repatriation during the internal (domestic) or international crises which are equal to the possibilities provided to staff of the diplomatic missions;
- h) the right to import and re-export (free of customs duties) the professional equipment and goods that the staff needs for fulfilment of their tasks.

(6) The Republic of Serbia can request withdrawal or replacement of any person from the staff, provided by the Slovak Republic whose work or behaviour is considered for not satisfactory.

#### Use of Logo

##### Article 8

Each Party shall use a logo of the official development assistance of the Slovak Republic while implementing provisions of this Agreement, without any prior consultations or approval.

#### Reservations

##### Article 9

(1) The Funds provided to the Beneficiary from the National Programme of Official Development Assistance must not be used by the Beneficiary for payments of taxes, customs duties and fees connected with them.

(2) The Provider reserves the right to request repayment of the Funds either within their full extent or a part of them, in case the Beneficiary did not use the Funds for the purpose for which they were earmarked.

On behalf of the Government  
of the Slovak Republic:

**Ján Kubiš**

The Parties shall hold mutual consultations with the purpose of finding a solution before the Provider exercises its right to request the repayment of the full amount of the Funds or a part of them.

#### Settlement of Disputes

##### Article 10

Any disputes that may arise from construction or implementation of provisions of this Agreement shall be settled through mutual negotiations between the Parties.

#### Final Provisions

##### Article 11

(1) This Agreement is concluded for a period of three years.

(2) This Agreement is subject to approval in compliance with national laws and regulations of both Parties, and it shall enter into force 30 days from the date of delivery of the second note concerning this approval.

(3) Each of the Parties can terminate this Agreement in writing, with a six months termination notice.

(4) This Agreement may be amended or supplemented on the basis of mutual agreement of the Parties. Amendments and supplements must be executed in written form.

(5) Obligations that are already being performed, but not yet completed as of the date of termination of the Agreement, shall be governed by its provisions until their full completion.

Done at Belgrade, on this 3rd day of December, 2007  
in two originals in English.

On behalf of the Government  
of the Republic of Serbia:

**Mirko Cvetković**

