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## **Pobuda za sklenitev Sporazuma med Vlado Republike Slovenije in Organizacijo za sodelovanje pri skupnem oboroževanju (OCCAR) o upravljanju programa Boxer**

Na podlagi 70. člena Zakona o zunanjih zadevah (Uradni list RS, št. 113/03 – uradno prečiščeno besedilo, 20/06 – ZNOMCMO, 108/09, 80/10 – ZUTD, 31/15 in 30/18 – ZKZaš) Ministrstvo za obrambo daje pobudo za sklenitev Sporazuma med Vlado Republike Slovenije in Organizacijo za sodelovanje pri skupnem oboroževanju (OCCAR) o upravljanju programa Boxer.

### **I. Razlogi, zaradi katerih se predlaga sklenitev sporazuma**

Dolgoročni in srednjeročni razvojno-usmerjevalni načrtovalni dokumenti Ministrstva za obrambo, predvsem Resolucija o splošnem dolgoročnem programu razvoja in opremljanja Slovenske vojske do leta 2025 (Uradni list RS, št. 99/10) in Srednjeročni obrambni program Republike Slovenije 2018–2023 (Sklep Vlade RS, št. 80300-3/2018/3, z dne 19. aprila 2018) med drugim predvidevajo opremljanje Slovenske vojske z bojnimi kolesnimi vozili 8 x 8 za izgradnjo Srednje bataljonske bojne skupine Slovenske vojske. Skladno z navedenimi dokumenti je Ministrstvo za obrambo sprejelo odločitev za nakup bojnih kolesnih vozil 8 x 8, pri čemer je za najustreznejši postopek nakupa teh vozil ocenilo pridružitvev Republike Slovenije k sedanjemu večnacionalnemu programu Boxer v okviru Organizacije za sodelovanje pri skupnem oboroževanju (OCCAR). OCCAR je mednarodna organizacija, katere glavni namen je upravljanje vojaških programov in opreme skozi celoten življenjski cikel. Organizaciji se lahko pridružujejo države članice Nata kot članice organizacije OCCAR ali kot pridružene države posameznemu programu v okviru te organizacije (nečlanice organizacije OCCAR). Za nakup bojnih kolesnih vozil 8 x 8 se bo Republika Slovenija pridružila programu Boxer kot nečlanica organizacije OCCAR.

Cilj programa Boxer, ki ga skladno s svojimi pravili upravlja OCCAR, je silam držav udeleženk programa, in sicer so poleg Republike Slovenije to še Zvezna republika Nemčija, Kraljevina Nizozemska in Republika Litva, zagotoviti bojna kolesna vozila 8 x 8 Boxer ter jim tako omogočiti opravljanje nalog transporta, podpore, bojevanja za nacionalne potrebe in delovanje v okviru zaveznitva. Program vključuje razvoj in proizvodnjo vozil Boxer v različnih izvedbah glede na potrebe držav udeleženk. Prav tako zagotavlja začetno podporo za začetek delovanja vozil Boxer. Hkrati izkorišča prednosti programa sodelovanja, zlasti glede standardizacije vojaške opreme in ugodnejših pogojev njene uporabe zaradi povezovanja nacionalnih zmogljivosti za doseganje najboljših tehničnih in finančnih rezultatov. Vozila Boxer v različnih izvedbah glede na potrebe držav udeleženk dobavlja nemško podjetje ARTEC, GmbH (dobavitelj). Pri sklenitvi pogodbe z njim bo OCCAR deloval v imenu in za račun Republike Slovenije ter drugih držav udeleženk programa Boxer.

Z informacijo o poteku postopka nakupa bojnih kolesnih vozil 8 x 8 za izgradnjo Srednje bataljonske bojne skupine sta se že seznanila Vlada Republike Slovenije (Sklep Vlade RS, št. 80300-1/2018/2, z dne 2. februarja 2018) in Odbor Državnega zbora Republike Slovenije za obrambo, ki projekt tudi podpira (Sklep Odbora Državnega zbora RS za obrambo, št. 200-03/17-14/6, z dne 1. marca 2018).

Namenski cilji naložbe so, da se z nakupom potrebne količine bojnih kolesnih vozil 8 x 8 in pripadajoče opreme ter vzpostavitev pogojev za njihovo uporabo in vzdrževanje zagotovijo ustrezni pogoji za kakovostno in varno opravljanje nalog Slovenske vojske tako v domovini kot v okviru zavezništva. Republika Slovenija se je leta 2017 s sprejetjem Ciljev zmogljivosti Nata 2017 za Republiko Slovenijo zavezala, da bo zagotovila zmogljivosti za oblikovanje dveh srednjih bataljonskih bojnih skupin, ki sta namenjeni za samostojno izvajanje združenega bojevanja, s sposobnostjo vključevanja v višjo formacijo brigadne ravni v okviru združenih operacij zavezništva in nacionalnem okviru.

S sodelovanjem pri izgradnji zmogljivosti v okviru OCCAR bi Republika Slovenija izpolnila tudi več zavezujočih meril za sodelovanje v okviru stalnega strukturnega sodelovanja EU na področju obrambe (PESCO), in sicer na področju skupnega pristopa za odpravo ugotovljenih primanjkljajev zmogljivosti, uporabe OCCAR kot prednostnega mehanizma za vodenje projektov v okviru PESCO, povečanja povezljivosti med evropskimi državami ter spodbujanja krepitve evropske industrijske baze.

Pristop Republike Slovenije k programu Boxer je obenem potencialna priložnost za slovenska podjetja, da sodelujejo v tem in v drugih programih v okviru OCCAR kot podizvajalci. Sodelovanje v programu Boxer bi lahko imelo pozitiven vpliv na gospodarstvo.

Skladno s pravili OCCAR je Ministrstvo za obrambo 7. februarja 2018 OCCAR dalo pobudo za pridružitve programu Boxer, na podlagi katere je odbor nadzornikov (Board of Supervisors) OCCAR 27. aprila 2018 odobril pooblastilo za upravljanje programa (Programme Management Authorisation – PMA) za program Boxer, ki je podlaga za začetek postopka pridružitve Republike Slovenije programu Boxer.

Republika Slovenija se programu Boxer pridružuje kot država nečlanica OCCAR skladno s 37. in 38. členom Konvencije o ustanovitvi mednarodne organizacije OCCAR (v nadaljevanju konvencija OCCAR). Program Boxer upravlja OCCAR skladno s svojimi pravili, zato morajo države, ki niso njene članice, za sodelovanje v programu z OCCAR skleniti sporazum na podlagi 37. člena konvencije OCCAR. Sporazum med Vlado Republike Slovenije in Organizacijo za sodelovanje pri skupnem oboroževanju (OCCAR) o upravljanju programa Boxer (v nadaljevanju sporazum) bo vzpostavil pravno podlago za upravljanje programa Boxer za Republiko Slovenijo s strani OCCAR in opredelil pogoje njenega sodelovanja v programu.

Na podlagi sporazuma bodo nato sklenjeni nadaljnji akti za sodelovanje Republike Slovenije v programu Boxer in za nakup vozil Boxer:

– mednarodni akti:

- Varnostni sporazum med Vlado Republike Slovenije in Organizacijo za sodelovanje pri skupnem oboroževanju (OCCAR) o varovanju tajnih podatkov (v nadaljevanju varnostni sporazum);
- Memorandum o soglasju med Zveznim ministrstvom za obrambo Zvezne republike Nemčije, Ministrstvom za nacionalno obrambo Republike Litve, ministrom za obrambo Kraljevine Nizozemske in Ministrstvom za obrambo Republike Slovenije v zvezi s programom Boxer (krajše memorandum o soglasju za program Boxer) (v nadaljevanju memorandum);
- Deveta sprememba in nova različica Programske odločitve programskega odbora Boxer, ki se nanaša na fazo serijske proizvodnje (v nadaljevanju programska odločitev),

- pogodba: Glavna pogodba – deveta sprememba pogodbe in prilagoditev pogodbe o serijski proizvodnji BOXER-PROD-06-001 med Zvezno republiko Nemčijo, Kraljevino Nizozemsko, Republiko Litvo in Republiko Slovenijo, ki jih zastopa OCCAR, ter ARTEC, GmbH (v nadaljevanju glavna pogodba).

## **II. Bistvene sestavine sporazuma**

Sporazum bo vzpostavil pravno podlago za upravljanje programa Boxer za Republiko Slovenijo s strani OCCAR in opredelil pogoje njunega sodelovanja v programu.

Sporazum sestavljata:

- pismo o ponudbi, ki ga bo prek Ministrstva za obrambo na Vlado Republike Slovenije naslovil predsedujoči nadzornega odbora OCCAR in ki opredeljuje upravljanje programa Boxer za Republiko Slovenijo s strani OCCAR ter pogoje njunega sodelovanja v programu,
- pismo o sprejetju pogojev, ki ga bo Vlada Republike Slovenije prek Ministrstva za obrambo kot odgovor na pismo o ponudbi poslala predsedujočemu nadzornega odbora OCCAR, s čimer bo potrdila sprejem ponujenih pogojev.

Sporazum, sklenjen z izmenjavo obeh pisem, opredeljuje namero Republike Slovenije kot države nečlanice OCCAR, da bo sodelovala v programu Boxer, ki ga bo skladno s svojimi pravili upravljal OCCAR. S sklenitvijo sporazuma Republika Slovenija soglaša s sodelovanjem v telesih programa Boxer, in sicer programskem odboru in programski komisiji, in s prenosom pooblastil o odločanju njenim predstavnikom v teh telesih. Obenem soglaša, da OCCAR vodi in upravlja program Boxer skladno z določbami konvencije OCCAR (besedilo konvencije je priloženo tej pobudi), varnostnega sporazuma in pravili te organizacije. Gre zlasti za pravila upravljanja OCCAR, št. 1-14 (OCCAR Management Procedures – OMP 1-14), dostopna pa so na spletni strani OCCAR.

Sporazum vsebuje tudi določbe o privilegijih in imunitetah predstavnikov OCCAR, glede katerih se sklicuje na določbe Priloge I – Privilegiji in imunitete konvencije OCCAR, ter določbe o reševanju sporov med pogodbenikoma, glede česar se sklicuje na določbe Priloge II – Arbitraža konvencije OCCAR. Prilogi I in II OCCAR sta priloženi sporazumu kot Dodatek I (Priloga I h konvenciji OCCAR) in Dodatek II (Priloga II h konvenciji OCCAR) ter sta njegov sestavni del.

S sklenitvijo sporazuma se Republika Slovenija zaveže z drugimi državami udeleženkami programa Boxer dogovoriti se o programski odločitvi, s podpisom katere bo postal program Boxer za Republiko Slovenijo zavezujoč enako kot za države članice OCCAR, ki sodelujejo v programu.

Sporazum bo začel veljati z dnem, ko bo Republika Slovenija po diplomatski poti obvestila OCCAR, da so izpolnjeni njeni notranjepravni postopki za uveljavitev sporazuma.

## **III. Predlog stališč delegacije**

Neformalni pogovori o sklenitvi sporazuma so med pogodbenikoma že potekali.

Delegacija za pogajanja bo kot pogajalska izhodišča uporabila vsebino priloženega osnutka sporazuma. Pri tem bo zagovarjala stališča, skladna z veljavno zakonodajo in sprejetimi mednarodnopravnimi obveznostmi Republike Slovenije.

## **IV. Predlog za sestavo delegacije, predračun stroškov in način plačila**

Pogajanja za sklenitev sporazuma bodo potekala dopisno.

Pogajanja za sklenitev sporazuma ne prinašajo dodatnih stroškov.

#### **V. Predlog, kdo naj parafira oziroma podpiše sporazum**

Predlagamo, da pismo o sprejetju pogojev upravljanja programa Boxer, ki skupaj s pismom o ponudbi sestavlja sporazum, podpiše ministrica za obrambo Republike Slovenije Andreja Katič.

#### **VI. Navedba organa, ki bo sporazum ratificiral, in navedba, ali sklenitev sporazuma zahteva izdajo novih ali spremembo veljavnih predpisov**

Sporazum skladno s četrtem odstavkom 75. člena Zakona o zunanjih zadevah ratificira Državni zbor Republike Slovenije.

Za njegovo izvajanje ni treba sprejeti novih ali spremeniti veljavnih predpisov.

#### **VII. Ocena finančnih sredstev, potrebnih za izpolnitev sporazuma, in način njihove zagotovitve**

Sklenitev sporazuma za Republiko Slovenijo ne prinaša neposrednih finančnih posledic, saj vzpostavlja pravno podlago za sodelovanje Republike Slovenije z OCCAR v programu Boxer. Neposredne finančne posledice bodo nastale šele s sklenitvijo izvedbenih aktov za nabavo vozil Boxer, in sicer memoranduma, programske odločitve ter glavne pogodbe.

Ocenjena vrednost projekta, ki vključuje stroške nakupa 48 vozil Boxer in ustrezno logistično podporo, je 306.000.000 evrov z DDV.

Predvideni stroški se nanašajo na stroške:

- nakupa 48 vozil Boxer v vrednosti 197.000.000 evrov brez DDV (vrednost posameznega vozila je 4.100.000 evrov brez DDV);
- eskalacije do leta 2023 približno 8 odstotkov v višini 15.000.000 evrov;
- logistike (orodje in testna oprema, usposabljanje, simulator, osnovni paket rezervnih delov itn.) v višini 30.000.000 evrov;
- povračila stroškov za razvoj drugim udeležencem programa in administrativne stroške v višini 11.000.000 evrov.

K navedenim stroškom je treba prišteti še 22-odstotni DDV v višini 53.000.000 evrov.

Podrobneje bodo predvideni stroški in način zagotovitve finančnih sredstev za njihovo plačilo opredeljeni ob obravnavi zgoraj navedenih izvedbenih aktov.

Finančna sredstva bo zagotovil Generalštab Slovenske vojske.

#### **VIII. Predlog odobritve začasne uporabe sporazuma**

Začasna uporaba sporazuma ni predvidena.

#### **IX. Sporazuma ni treba usklajevati s pravnim redom Evropske unije.**

## Letter of Offer

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Dear Minister,

Following the discussions between our representatives which permitted the definition of the conditions applying to your participation in the BOXER Programme, and following the Programme Management Authorisation (PMA) relating to the BOXER Programme, approved by the Board of Supervisors (BoS) on 27/04/2018, by which the OCCAR BoS has given its approval to the management of the BOXER Programme by OCCAR and to the participation of your State in that BOXER Programme in accordance with the Amendment Two of the Memorandum of Understanding among the Federal Ministry of Defence of the Federal Republic of Germany and the Ministry of National Defence of the Republic of Lithuania and the Minister of Defence of the Kingdom of the Netherlands relating to Phases 3 & 4 of the Boxer Programme, which came into effect on June 27, 2017, I have the honour to propose, on behalf of OCCAR, the following provisions:

1. You confirm your intention to participate in the BOXER Programme and to have it managed by OCCAR in accordance with OCCAR Rules (see paragraph number 2). Your representatives shall participate in the Programme Board (PB) and the Programme Committee (PC), which have been created by the OCCAR BoS to manage the BOXER Programme, as described in OMP1, 2, 3 and 4. They shall have your authority to decide on all matters within the responsibility of the PB and PC.
2. In this document, OCCAR Rules means the OCCAR Convention, the OCCAR Security Agreement, including relevant decisions pertaining to their interpretation, and OCCAR procedures (including all principles, strategies and policies). The version of these documents to apply is the one in force at the time of usage and will be accessible to your representatives.
3. The privileges and immunities provisions and the arbitration clause described in Annexes I and II of the OCCAR Convention shall apply to the BOXER Programme. Annexes I and II of the OCCAR Convention are attached to this Letter of Offer as Appendix I (Annex I to the OCCAR Convention) and Appendix II (Annex II of the OCCAR Convention) and as such constitute its integral part.
4. The Republic of Slovenia shall negotiate the Programme Decision with the other States participating in the BOXER Programme in accordance with OCCAR Rules. By signing the Programme Decision, The Republic of Slovenia shall be legally bound to the Programme to the same extent as OCCAR Member States participating in the Programme. The Programme Decision shall constitute a decision referred to in Article 38 of the OCCAR Convention.
5. This letter together with your response shall constitute the agreement between OCCAR and your Government referred to in Article 37 of the OCCAR Convention, concerning the management of the BOXER Programme by OCCAR.
6. This Agreement shall enter into force on the date that the Government of the Republic of Slovenia provides written notification through diplomatic channels to OCCAR that it has completed its internal procedures for entry into force of the Agreement. The entry into force of this agreement shall endorse all the decisions made by the national or institutional representative for the BOXER Programme of the Republic of Slovenia as decisions of the Republic of Slovenia representative to the PC or PB as appropriate.

I would be grateful for your confirmation that the preceding provisions are acceptable to your Government.

Yours sincerely,

## **Appendix I**

### **ANNEX I PRIVILEGES AND IMMUNITIES**

#### **ARTICLE 1**

Without prejudice to Articles 3 and 4 of this Annex, the buildings and premises of OCCAR shall be inviolable.

#### **ARTICLE 2**

The archives of OCCAR shall be inviolable.

#### **ARTICLE 3**

1. OCCAR shall have immunity from jurisdiction and execution, except:
  - (a) to the extent that it shall, by decision of the BoS, have expressly waived such immunity in a particular case; the BoS has the duty to waive this immunity in all cases where reliance upon it would impede the course of justice and it can be waived without prejudicing the interests of OCCAR;
  - (b) in respect of a civil action by a third party for damage arising from an accident caused by a motor vehicle belonging to, or operated on behalf of, OCCAR, or in respect of a motor traffic offence involving such a vehicle;
  - (c) in respect of the enforcement of an arbitration award made under the terms of any contract made by OCCAR;
  - (d) in the event of the attachment, pursuant to a decision by the judicial authorities, of the salaries and emoluments owed by OCCAR to a staff member.
2. OCCAR's property and assets, wherever situated, shall be immune from any form of requisition, confiscation, expropriation or sequestration. They shall also be immune from any form of administrative or provisional judicial constraint, except insofar as may be temporarily necessary in connection with the prevention and investigation of accidents involving motor vehicles belonging to, or operated on behalf of, OCCAR.

#### **ARTICLE 4**

1. Within the scope of its official activities, OCCAR, its property and income shall be exempt from direct taxes.
2. When purchases of goods or services of substantial value and strictly necessary for the exercise of the official activities of OCCAR are made or used by OCCAR, and when the price of such goods or services includes taxes or duties, appropriate measures shall, wherever possible, be taken by the Member States to grant exemption from such taxes or duties or to provide for their reimbursement.

## **ARTICLE 5**

Goods imported or exported by OCCAR or on its behalf, and strictly necessary for the exercise of its official activities, shall be exempt from all import or export duties, and from all import or export prohibitions and restrictions.

## **ARTICLE 6**

1. For the purpose of Articles 4 and 5 of this Annex, the official activities of OCCAR shall include its administrative activities, including its operations in connection with the Social Security Scheme.
2. The provisions of Articles 4 and 5 shall not apply to taxes and duties that are no more than charges for public utility services.

## **ARTICLE 7**

No exemption shall be granted under Articles 4 and 5 in respect of goods purchased or imported, or services provided, for the personal benefit of the staff members of OCCAR.

## **ARTICLE 8**

1. Goods acquired under Article 4 or imported under Article 5 shall not be sold or given away except in accordance with conditions laid down by the Member States which have granted exemptions.
2. The transfer of goods and services between the Headquarters Office and other OCCAR facilities, or between its various divisions, or for the purpose of implementing a programme of OCCAR, between them and a national institution of a Member State, shall be free of charges or restrictions of any kind ; if necessary, the Member States shall take all appropriate measures to grant exemption from or reimbursement of such charges or to lift such restrictions.

## **ARTICLE 9**

The circulation of publications and other information material sent by or to OCCAR shall not be restricted in any way.

## **ARTICLE 10**

OCCAR may receive and hold all kind of funds, currency, cash, or securities; it may dispose of them freely for any purpose provided for in the Convention and hold accounts in any currency to the extent required to meet its obligations.

## **ARTICLE 11**

1. For its official communications and the transfer of all its documents, OCCAR shall enjoy treatment not less favourable than that accorded by each of the Member States to other international organisations.
2. No censorship shall be applied to official communications of OCCAR by whatever means of communication.



## **ARTICLE 12**

Member States shall take all appropriate measures to facilitate the entry into, stay in, or departure from their territories of staff members of OCCAR.

## **ARTICLE 13**

1. Representatives of Member States shall, while exercising their functions and in the course of their journeys to and from the place of meeting, enjoy the following privileges and immunities:
  - (a) immunity from arrest and detention, and from the seizure of their personal luggage;
  - (b) immunity from jurisdiction, even after the termination of their mission, in respect of acts, including words spoken and written, done by them in the exercise of their functions; this immunity shall not apply, however, in the case of a motor traffic offence committed by a representative of a Member State, nor in the case of damage caused by a motor vehicle belonging to or driven by him/her;
  - (c) inviolability for all their official papers and documents;
  - (d) the right to use codes and to receive documents or correspondence by special courier or sealed bag;
  - (e) exemption for themselves, their spouses and dependant children and from all measures restricting entry and from aliens' registration formalities;
  - (f) the same facilities in the matter of currency and exchange control as are accorded to the representatives of foreign governments on temporary official missions;
  - (g) the same customs facilities as regards their personal luggage as are accorded to diplomatic agents.
2. Privileges and immunities are accorded to representatives of Member States, not for their personal advantage, but in order to ensure complete independence in the exercise of their functions in connection with OCCAR. Consequently, a Member State has the duty to waive the immunity of a representative wherever retaining it would impede the course of justice and it can be waived without prejudicing the purposes for which it was accorded.

## **ARTICLE 14**

In addition to the privileges and immunities provided for in Article 15, the Director and, when the office is vacant, the person appointed to act in his/her place, shall enjoy the privileges and immunities to which diplomatic agents of comparable rank are entitled.

## **ARTICLE 15**

The staff members of OCCAR:

- (a) shall have, even after they have left the service of OCCAR, immunity from jurisdiction in respect of acts, including words written and spoken, done by

them in the exercise of their functions; this immunity shall not apply, however, in the case of a motor traffic offence committed by a staff member of OCCAR, nor in the case of damage caused by a vehicle belonging to or driven by him/her;

- (b) shall be exempt from all obligations in respect of military service;
- (c) shall enjoy inviolability for all their official papers and documents;
- (d) shall enjoy the same facilities as regards exemption from all measures restricting immigration and governing alien's registration as are normally accorded to staff members of international organisations; and members of their families forming part of their households shall enjoy the same facilities;
- (e) shall enjoy the same privileges in respect of exchange regulations as are normally accorded to staff members of international organisations;
- (e) shall, in time of international crisis, enjoy the same facilities as to repatriation as diplomatic agents; and the members of their families forming part of their households shall enjoy the same facilities;
- (f) shall have the right to import duty-free their furniture and personal effects at the time of first taking up their post in the Member State concerned, and the right on termination of their functions in that Member State to export free of duty their furniture and personal effects, subject, in both cases, to the conditions considered necessary by the Member State on whose territory the right is exercised.

#### **ARTICLE 16**

Experts other than the staff members referred to in Article 15, in the exercise of their functions in connection with OCCAR or in carrying out missions for OCCAR, shall enjoy the following privileges and immunities, to the extent that these are necessary for the exercise of their functions, including during journeys made in the exercise of their functions and in the course of such missions:

- (a) immunity from jurisdiction in respect of acts, including words written and spoken, done by them in the exercise of their functions, except in the case of a motor traffic offence committed by an expert, or in the case of damage caused by a motor vehicle belonging to him or driven by him; experts shall continue to enjoy this immunity after they have ceased to be employed by OCCAR;
- (b) inviolability for all official papers and documents;
- (c) the same facilities as regards monetary and exchange regulations and as regards their personal luggage as are accorded to the officials of foreign governments on temporary official missions.

#### **ARTICLE 17**

1. Subject to the conditions and following to the procedures laid down by the BoS, the Director and OCCAR staff members shall be subject to a tax, for the benefit of OCCAR, on salaries and emoluments paid by OCCAR. Such salaries and emoluments of the Director and OCCAR staff members shall be exempt from national income tax; but the Member States shall retain the right to take these salaries and

emoluments into account for the purpose of assessing the amount of taxation to be applied to income from other sources.

2. The provisions of paragraph 1 shall not apply to annuities and pensions paid by OCCAR to its former Directors and staff members.

#### **ARTICLE 18**

Articles 15 and 17 of this Annex shall apply to all categories of staff members to which the Staff Regulations of OCCAR apply. Subject to Article 22(1), the BoS shall decide the categories of experts to which Article 16 shall apply. The names, titles and addresses of the staff members experts referred to in the present article shall be communicated from time to time to the Member States.

#### **ARTICLE 19**

In the event that it establishes its own social security scheme, OCCAR, the Director and OCCAR staff members shall be exempt from all compulsory contributions to national social security bodies, subject to agreements concluded with the Member States in accordance with Article 24.

#### **ARTICLE 20**

1. The privileges and immunities provided for in this Annex are not granted to the Director, staff members and experts of OCCAR for their personal advantage. They are provided solely to ensure, in all circumstances, the unimpeded functioning of OCCAR and the complete independence of the persons to whom they are accorded.
2. The Director has the duty to waive any relevant immunity in all cases wherever retaining it would impede the course of justice and it can be waived without prejudicing the interests of OCCAR. In the case of the Director, the BoS is competent to waive such immunity.

#### **ARTICLE 21**

1. OCCAR shall cooperate at all times with the competent authorities of the Member States in order to facilitate the proper administration of justice, to ensure the observance of police regulations and regulations concerning the handling of explosives and inflammable material, public health, labour inspection or other similar national legislation, and to prevent any abuse of the privileges, immunities and facilities provided for in this Annex.
2. The procedure for the cooperation referred to in paragraph 1 may be laid down in the complementary agreements referred to in Article 24.

#### **ARTICLE 22**

Each Member State shall retain the right to take all appropriate precautionary measures in the interests of its security.

#### **ARTICLE 23**

No Member State shall be obliged to accord the privileges and immunities referred in Articles 3, 14, 15 (b), (e) and (g) and 16 (c) to its own nationals or persons who, at the moment of taking up their duties in that Member State, are permanent residents thereof.

#### **ARTICLE 24**

OCCAR may, on a decision of the BoS, conclude with one or more Member States complementary agreements to give effect to the provisions of this Annex as regards such State or States, and other arrangements to ensure the efficient functioning of the Agency and the safeguarding of its interests.

#### **ARTICLE 25**

OCCAR shall have insurance cover against third party risks in respect of vehicles owned or operated by it, as required by the laws and regulations of the Member State in which the vehicle is operated. OCCAR shall require as a condition of their employment that staff members have insurance cover against third party risks in respect of vehicles owned or operated by them, as required by the laws and regulations of the Member State in which the vehicle is operated.

## **Appendix II**

### **ANNEX II ARBITRATION**

#### **ARTICLE 1**

The request for arbitration shall be made to the depositary, stating the nature of the dispute. The depositary shall communicate this information to all Member States.

#### **ARTICLE 2**

1. The Arbitral Tribunal shall be composed of three members:
  - (a) an arbitrator designated by each Party to the dispute;
  - (b) a third arbitrator, designated by mutual agreement by the first two, who shall act as chairman of the Tribunal;
  - (c) If the chairperson of the tribunal is not designated within thirty days from the date of designation of the second arbitrator, a Party to the dispute may request the President of the International Court of Justice to select as soon as possible the chairperson. S/he may not choose a chairperson who has been or is currently of the same nationality as one of the Parties to the dispute, unless the other Party so agrees.
2. If, within sixty days from the date of receipt by the depositary of the request for arbitration, one of the Parties to the dispute has not designated an arbitrator, the other Party may request the President of the International Court of Justice to select as soon as possible that arbitrator.
3. In the case of the death, incapacity or default of an arbitrator, the Party to the dispute which designated him/her shall designate his/her replacement within thirty days from the date of death, incapacity or default. In the case of death, incapacity or default of the chairman, his/her replacement shall be designated under the conditions laid down in paragraph 1(c) within ninety days of the death, incapacity or default.

#### **ARTICLE 3**

The Tribunal may investigate and rule on counter-claims directly linked to the subject of the dispute.

#### **ARTICLE 4**

The Tribunal may, at the request of one of the Parties to the dispute, recommend protective measures.

#### **ARTICLE 5**

Each Party to the dispute shall be responsible for costs incurred in the preparation of its own case. The cost of the salaries of the members of the Tribunal, and all expenses incurred by the Tribunal, shall be shared equally between the Parties to the dispute. The Tribunal shall record all expenditure and shall provide a final account to the Parties.

## **ARTICLE 6**

Any Party whose interests are likely to be affected by the decision may, after notifying in writing the Parties to the dispute, intervene in the arbitration procedure, with the agreement of the Tribunal and at its own cost. Any Party thus intervening may submit proof or dossiers, or make oral statements of its arguments, concerning the questions that have given rise to the intervention, in accordance with the procedures established in application of Article 7 of this Annex, but it shall have no rights in respect of the composition of the Tribunal.

## **ARTICLE 7**

The Tribunal shall establish its own rules of procedure.

## **ARTICLE 8**

1. The decisions of the Tribunal, both in respect of its procedure and the location of its meetings, and its award shall be taken by majority vote of its members.
2. The Parties to the dispute shall facilitate the work of the Tribunal; to this end, the Parties shall:
  - (a) provide the Tribunal with all relevant documents and information; and
  - (b) allow the Tribunal to visit their territory, to examine witnesses or specialists and to travel to locations to investigate the said dispute in situ.
3. The fact that a Party to the dispute does not comply to the provisions of paragraph 2, or does not defend its case, shall not prevent the Tribunal from giving a ruling or making an award.

## **ARTICLE 9**

The Tribunal shall give its ruling within six months of the date of its formation, unless it considers it necessary to extend this time limit for a new period, that shall not exceed five months. The award by the Tribunal shall be reasoned. It is final and without appeal and shall be communicated to the depositary who shall so inform the Parties. The Parties to the dispute shall implement it without delay,”

I have the honour to inform you that my Government accepts the above provisions. Accordingly, your letter together with my reply herein shall constitute the agreement between my Government and OCCAR concerning the management by OCCAR of the BOXER Programme.

## Letter of Acceptance

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Dear Minister,

I am pleased to receive your letter dated [Date] which reads as follows:

“Following the discussions between our representatives which permitted the definition of the conditions applying to your participation in the BOXER Programme, and following the Programme Management Authorisation (PMA) relating to the BOXER Programme, approved by the Board of Supervisors (BoS) on 27/04/2018, by which the OCCAR BoS has given its approval to the management of the BOXER Programme by OCCAR and to the participation of your State in that BOXER Programme in accordance with the Amendment Two of the Memorandum of Understanding among the Federal Ministry of Defence of the Federal Republic of Germany and the Ministry of National Defence of the Republic of Lithuania and the Minister of Defence of the Kingdom of the Netherlands relating to Phases 3 & 4 of the Boxer Programme, which came into effect on June 27, 2017, I have the honour to propose, on behalf of OCCAR, the following provisions:

1. You confirm your intention to participate in the BOXER Programme and to have it managed by OCCAR in accordance with OCCAR Rules (see paragraph number 2). Your representatives shall participate in the Programme Board (PB) and the Programme Committee (PC), which have been created by the OCCAR BoS to manage the BOXER Programme, as described in OMP1, 2, 3 and 4. They shall have your authority to decide on all matters within the responsibility of the PB and PC.

2. In this document, OCCAR Rules means the OCCAR Convention, the OCCAR Security Agreement, including relevant decisions pertaining to their interpretation, and OCCAR procedures (including all principles, strategies and policies). The version of these documents to apply is the one in force at the time of usage and will be accessible to your representatives.

3. The privileges and immunities provisions and the arbitration clause described in Annexes I and II of the OCCAR Convention shall apply to the BOXER Programme. Annexes I and II of the OCCAR Convention are attached to this Letter of Offer as Appendix I (Annex I to the OCCAR Convention) and Appendix II (Annex II of the OCCAR Convention) and as such constitute its integral part.

4. The Republic of Slovenia shall negotiate the Programme Decision with the other States participating in the BOXER Programme in accordance with OCCAR Rules. By signing the Programme Decision, The Republic of Slovenia shall be legally bound to the Programme to the same extent as OCCAR Member States participating in the Programme. The Programme Decision shall constitute a decision referred to in Article 38 of the OCCAR Convention.

5. This letter together with your response shall constitute the agreement between OCCAR and your Government referred to in Article 37 of the OCCAR Convention, concerning the management of the BOXER Programme by OCCAR.

6. This Agreement shall enter into force on the date that the Government of the Republic of Slovenia provides written notification through diplomatic channels to OCCAR that it has completed its internal procedures for entry into force of the Agreement. The entry into force of this agreement shall endorse all the decisions made by the national or institutional

representative for the BOXER Programme of the Republic of Slovenia as decisions of the Republic of Slovenia representative to the PC or PB as appropriate.

I would be grateful for your confirmation that the preceding provisions are acceptable to your Government.

Yours sincerely



## **Appendix I**

### **ANNEX I PRIVILEGES AND IMMUNITIES**

#### **ARTICLE 1**

Without prejudice to Articles 3 and 4 of this Annex, the buildings and premises of OCCAR shall be inviolable.

#### **ARTICLE 2**

The archives of OCCAR shall be inviolable.

#### **ARTICLE 3**

1. OCCAR shall have immunity from jurisdiction and execution, except:
  - (a) to the extent that it shall, by decision of the BoS, have expressly waived such immunity in a particular case; the BoS has the duty to waive this immunity in all cases where reliance upon it would impede the course of justice and it can be waived without prejudicing the interests of OCCAR;
  - (b) in respect of a civil action by a third party for damage arising from an accident caused by a motor vehicle belonging to, or operated on behalf of, OCCAR, or in respect of a motor traffic offence involving such a vehicle;
  - (c) in respect of the enforcement of an arbitration award made under the terms of any contract made by OCCAR;
  - (d) in the event of the attachment, pursuant to a decision by the judicial authorities, of the salaries and emoluments owed by OCCAR to a staff member.
2. OCCAR's property and assets, wherever situated, shall be immune from any form of requisition, confiscation, expropriation or sequestration. They shall also be immune from any form of administrative or provisional judicial constraint, except insofar as may be temporarily necessary in connection with the prevention and investigation of accidents involving motor vehicles belonging to, or operated on behalf of, OCCAR.

#### **ARTICLE 4**

1. Within the scope of its official activities, OCCAR, its property and income shall be exempt from direct taxes.
2. When purchases of goods or services of substantial value and strictly necessary for the exercise of the official activities of OCCAR are made or used by OCCAR, and when the price of such goods or services includes taxes or duties, appropriate measures shall, wherever possible, be taken by the Member States to grant exemption from such taxes or duties or to provide for their reimbursement.

## **ARTICLE 5**

Goods imported or exported by OCCAR or on its behalf, and strictly necessary for the exercise of its official activities, shall be exempt from all import or export duties, and from all import or export prohibitions and restrictions.

## **ARTICLE 6**

1. For the purpose of Articles 4 and 5 of this Annex, the official activities of OCCAR shall include its administrative activities, including its operations in connection with the Social Security Scheme.
2. The provisions of Articles 4 and 5 shall not apply to taxes and duties that are no more than charges for public utility services.

## **ARTICLE 7**

No exemption shall be granted under Articles 4 and 5 in respect of goods purchased or imported, or services provided, for the personal benefit of the staff members of OCCAR.

## **ARTICLE 8**

1. Goods acquired under Article 4 or imported under Article 5 shall not be sold or given away except in accordance with conditions laid down by the Member States which have granted exemptions.
2. The transfer of goods and services between the Headquarters Office and other OCCAR facilities, or between its various divisions, or for the purpose of implementing a programme of OCCAR, between them and a national institution of a Member State, shall be free of charges or restrictions of any kind ; if necessary, the Member States shall take all appropriate measures to grant exemption from or reimbursement of such charges or to lift such restrictions.

## **ARTICLE 9**

The circulation of publications and other information material sent by or to OCCAR shall not be restricted in any way.

## **ARTICLE 10**

OCCAR may receive and hold all kind of funds, currency, cash, or securities; it may dispose of them freely for any purpose provided for in the Convention and hold accounts in any currency to the extent required to meet its obligations.

## **ARTICLE 11**

1. For its official communications and the transfer of all its documents, OCCAR shall enjoy treatment not less favourable than that accorded by each of the Member States to other international organisations.
2. No censorship shall be applied to official communications of OCCAR by whatever means of communication.

## **ARTICLE 12**

Member States shall take all appropriate measures to facilitate the entry into, stay in, or departure from their territories of staff members of OCCAR.

## **ARTICLE 13**

1. Representatives of Member States shall, while exercising their functions and in the course of their journeys to and from the place of meeting, enjoy the following privileges and immunities:
  - (a) immunity from arrest and detention, and from the seizure of their personal luggage;
  - (b) immunity from jurisdiction, even after the termination of their mission, in respect of acts, including words spoken and written, done by them in the exercise of their functions; this immunity shall not apply, however, in the case of a motor traffic offence committed by a representative of a Member State, nor in the case of damage caused by a motor vehicle belonging to or driven by him/her;
  - (c) inviolability for all their official papers and documents;
  - (d) the right to use codes and to receive documents or correspondence by special courier or sealed bag;
  - (e) exemption for themselves, their spouses and dependant children and from all measures restricting entry and from aliens' registration formalities;
  - (f) the same facilities in the matter of currency and exchange control as are accorded to the representatives of foreign governments on temporary official missions;
  - (g) the same customs facilities as regards their personal luggage as are accorded to diplomatic agents.
2. Privileges and immunities are accorded to representatives of Member States, not for their personal advantage, but in order to ensure complete independence in the exercise of their functions in connection with OCCAR. Consequently, a Member State has the duty to waive the immunity of a representative wherever retaining it would impede the course of justice and it can be waived without prejudicing the purposes for which it was accorded.

## **ARTICLE 14**

In addition to the privileges and immunities provided for in Article 15, the Director and, when the office is vacant, the person appointed to act in his/her place, shall enjoy the privileges and immunities to which diplomatic agents of comparable rank are entitled.

## **ARTICLE 15**

The staff members of OCCAR:

- (a) shall have, even after they have left the service of OCCAR, immunity from jurisdiction in respect of acts, including words written and spoken, done by them in the exercise of their functions; this immunity shall not apply, however,

in the case of a motor traffic offence committed by a staff member of OCCAR, nor in the case of damage caused by a vehicle belonging to or driven by him/her;

- (b) shall be exempt from all obligations in respect of military service;
- (c) shall enjoy inviolability for all their official papers and documents;
- (d) shall enjoy the same facilities as regards exemption from all measures restricting immigration and governing alien's registration as are normally accorded to staff members of international organisations; and members of their families forming part of their households shall enjoy the same facilities;
- (e) shall enjoy the same privileges in respect of exchange regulations as are normally accorded to staff members of international organisations;
- (e) shall, in time of international crisis, enjoy the same facilities as to repatriation as diplomatic agents; and the members of their families forming part of their households shall enjoy the same facilities;
- (f) shall have the right to import duty-free their furniture and personal effects at the time of first taking up their post in the Member State concerned, and the right on termination of their functions in that Member State to export free of duty their furniture and personal effects, subject, in both cases, to the conditions considered necessary by the Member State on whose territory the right is exercised.

#### **ARTICLE 16**

Experts other than the staff members referred to in Article 15, in the exercise of their functions in connection with OCCAR or in carrying out missions for OCCAR, shall enjoy the following privileges and immunities, to the extent that these are necessary for the exercise of their functions, including during journeys made in the exercise of their functions and in the course of such missions:

- (a) immunity from jurisdiction in respect of acts, including words written and spoken, done by them in the exercise of their functions, except in the case of a motor traffic offence committed by an expert, or in the case of damage caused by a motor vehicle belonging to him or driven by him; experts shall continue to enjoy this immunity after they have ceased to be employed by OCCAR;
- (b) inviolability for all official papers and documents;
- (c) the same facilities as regards monetary and exchange regulations and as regards their personal luggage as are accorded to the officials of foreign governments on temporary official missions.

#### **ARTICLE 17**

1. Subject to the conditions and following to the procedures laid down by the BoS, the Director and OCCAR staff members shall be subject to a tax, for the benefit of OCCAR, on salaries and emoluments paid by OCCAR. Such salaries and emoluments of the Director and OCCAR staff members shall be exempt from national income tax; but the Member States shall retain the right to take these salaries and

emoluments into account for the purpose of assessing the amount of taxation to be applied to income from other sources.

2. The provisions of paragraph 1 shall not apply to annuities and pensions paid by OCCAR to its former Directors and staff members.

#### **ARTICLE 18**

Articles 15 and 17 of this Annex shall apply to all categories of staff members to which the Staff Regulations of OCCAR apply. Subject to Article 22(1), the BoS shall decide the categories of experts to which Article 16 shall apply. The names, titles and addresses of the staff members experts referred to in the present article shall be communicated from time to time to the Member States.

#### **ARTICLE 19**

In the event that it establishes its own social security scheme, OCCAR, the Director and OCCAR staff members shall be exempt from all compulsory contributions to national social security bodies, subject to agreements concluded with the Member States in accordance with Article 24.

#### **ARTICLE 20**

1. The privileges and immunities provided for in this Annex are not granted to the Director, staff members and experts of OCCAR for their personal advantage. They are provided solely to ensure, in all circumstances, the unimpeded functioning of OCCAR and the complete independence of the persons to whom they are accorded.
2. The Director has the duty to waive any relevant immunity in all cases wherever retaining it would impede the course of justice and it can be waived without prejudicing the interests of OCCAR. In the case of the Director, the BoS is competent to waive such immunity.

#### **ARTICLE 21**

1. OCCAR shall cooperate at all times with the competent authorities of the Member States in order to facilitate the proper administration of justice, to ensure the observance of police regulations and regulations concerning the handling of explosives and inflammable material, public health, labour inspection or other similar national legislation, and to prevent any abuse of the privileges, immunities and facilities provided for in this Annex.
2. The procedure for the cooperation referred to in paragraph 1 may be laid down in the complementary agreements referred to in Article 24.

#### **ARTICLE 22**

Each Member State shall retain the right to take all appropriate precautionary measures in the interests of its security.

#### **ARTICLE 23**

No Member State shall be obliged to accord the privileges and immunities referred in Articles 3, 14, 15 (b), (e) and (g) and 16 (c) to its own nationals or persons who, at the moment of taking up their duties in that Member State, are permanent residents thereof.

#### **ARTICLE 24**

OCCAR may, on a decision of the BoS, conclude with one or more Member States complementary agreements to give effect to the provisions of this Annex as regards such State or States, and other arrangements to ensure the efficient functioning of the Agency and the safeguarding of its interests.

#### **ARTICLE 25**

OCCAR shall have insurance cover against third party risks in respect of vehicles owned or operated by it, as required by the laws and regulations of the Member State in which the vehicle is operated. OCCAR shall require as a condition of their employment that staff members have insurance cover against third party risks in respect of vehicles owned or operated by them, as required by the laws and regulations of the Member State in which the vehicle is operated.

## **Appendix II**

### **ANNEX II ARBITRATION**

#### **ARTICLE 1**

The request for arbitration shall be made to the depositary, stating the nature of the dispute. The depositary shall communicate this information to all Member States.

#### **ARTICLE 2**

1. The Arbitral Tribunal shall be composed of three members:
  - (a) an arbitrator designated by each Party to the dispute;
  - (b) a third arbitrator, designated by mutual agreement by the first two, who shall act as chairman of the Tribunal;
  - (c) If the chairperson of the tribunal is not designated within thirty days from the date of designation of the second arbitrator, a Party to the dispute may request the President of the International Court of Justice to select as soon as possible the chairperson. S/he may not choose a chairperson who has been or is currently of the same nationality as one of the Parties to the dispute, unless the other Party so agrees.
2. If, within sixty days from the date of receipt by the depositary of the request for arbitration, one of the Parties to the dispute has not designated an arbitrator, the other Party may request the President of the International Court of Justice to select as soon as possible that arbitrator.
3. In the case of the death, incapacity or default of an arbitrator, the Party to the dispute which designated him/her shall designate his/her replacement within thirty days from the date of death, incapacity or default. In the case of death, incapacity or default of the chairman, his/her replacement shall be designated under the conditions laid down in paragraph 1(c) within ninety days of the death, incapacity or default.

#### **ARTICLE 3**

The Tribunal may investigate and rule on counter-claims directly linked to the subject of the dispute.

#### **ARTICLE 4**

The Tribunal may, at the request of one of the Parties to the dispute, recommend protective measures.

#### **ARTICLE 5**

Each Party to the dispute shall be responsible for costs incurred in the preparation of its own case. The cost of the salaries of the members of the Tribunal, and all expenses incurred by the Tribunal, shall be shared equally between the Parties to the dispute. The Tribunal shall record all expenditure and shall provide a final account to the Parties.

## **ARTICLE 6**

Any Party whose interests are likely to be affected by the decision may, after notifying in writing the Parties to the dispute, intervene in the arbitration procedure, with the agreement of the Tribunal and at its own cost. Any Party thus intervening may submit proof or dossiers, or make oral statements of its arguments, concerning the questions that have given rise to the intervention, in accordance with the procedures established in application of Article 7 of this Annex, but it shall have no rights in respect of the composition of the Tribunal.

## **ARTICLE 7**

The Tribunal shall establish its own rules of procedure.

## **ARTICLE 8**

1. The decisions of the Tribunal, both in respect of its procedure and the location of its meetings, and its award shall be taken by majority vote of its members.
2. The Parties to the dispute shall facilitate the work of the Tribunal; to this end, the Parties shall:
  - (a) provide the Tribunal with all relevant documents and information; and
  - (b) allow the Tribunal to visit their territory, to examine witnesses or specialists and to travel to locations to investigate the said dispute in situ.
3. The fact that a Party to the dispute does not comply to the provisions of paragraph 2, or does not defend its case, shall not prevent the Tribunal from giving a ruling or making an award.

## **ARTICLE 9**

The Tribunal shall give its ruling within six months of the date of its formation, unless it considers it necessary to extend this time limit for a new period, that shall not exceed five months. The award by the Tribunal shall be reasoned. It is final and without appeal and shall be communicated to the depositary who shall so inform the Parties. The Parties to the dispute shall implement it without delay,”



I have the honour to inform you that my Government accepts the above provisions. Accordingly, your letter together with my reply herein shall constitute the agreement between my Government and OCCAR concerning the management by OCCAR of the BOXER Programme.

Yours sincerely,

## Pismo o ponudbi

---

Spoštovani minister,

na podlagi razgovorov med našimi predstavniki, na podlagi katerih so bili opredeljeni pogoji vašega sodelovanja v programu Boxer in pooblastila za upravljanje programa (PMA) za program Boxer, ki ga je 27. aprila 2018 odobril odbor nadzornikov (BoS), s katerim OCCAR BoS daje dovoljenje za upravljanje programa Boxer v okviru OCCAR in za sodelovanje vaše države v tem programu Boxer v skladu z drugo spremembo Memoranduma o soglasju, sklenjenega med Zveznim ministrstvom za obrambo Zvezne republike Nemčije, Ministrstvom za nacionalno obrambo Republike Litve in ministrom za obrambo Kraljevine Nizozemske, povezanega s tretjo in četrto fazo programa Boxer, ki je začela veljati 27. junija 2017, mi je v čast, da v imenu OCCAR predlagam naslednje določbe:

1. Potrjujete namero, da boste sodelovali v programu Boxer in da ga bo upravljal OCCAR v skladu s pravili OCCAR (glejte 2. odstavek). Vaši predstavniki bodo sodelovali v programskem odboru (PB) in programski komisiji (PC), ki ju je oblikoval OCCAR BoS za upravljanje programa Boxer, skladno z opisom v OMP 1, 2, 3 in 4. Predstavniki bodo imeli vaše pooblastilo za odločanje o vseh zadevah v pristojnosti PB in PC.
2. V tem dokumentu pravila OCCAR pomenijo konvencijo OCCAR, varnostni sporazum OCCAR, vključno z ustreznimi odločitvami, ki se nanašajo na njihovo razlago, in postopke OCCAR, vključno z vsemi načeli, strategijami in politikami. Različica teh dokumentov za uporabo je veljavna v času uporabe in bo dostopna vašim predstavnikom.
3. Za program Boxer se uporabljajo določbe o privilegijih in imunitetah ter arbitražna klavzula, opisana v Prilogah I in II konvencije OCCAR. Priloga I in II konvencije OCCAR sta priloženi temu pismu o ponudbi kot Dodatek I (Priloga I h konvenciji OCCAR) in Dodatek II (Priloga II h konvenciji OCCAR) ter sta njegov sestavni del.
4. Republika Slovenija se z drugimi državami, ki sodelujejo v programu Boxer, pogaja glede programske odločitve v skladu s pravili OCCAR. S podpisom programske odločitve je program za Republiko Slovenijo zavezujoč enako kot za države članice OCCAR, ki sodelujejo v programu. Programska odločitev je temelj za odločitev, navedeno v 38. členu konvencije OCCAR.
5. To pismo skupaj z vašim odgovorom predstavlja sporazum iz 37. člena konvencije OCCAR med OCCAR in vašo vlado o upravljanju programa Boxer s strani OCCAR.
6. Ta sporazum začne veljati z dnem, ko Vlada Republike Slovenije po diplomatski poti pisno obvesti OCCAR o končanih notranjeprovnih postopkih za začetek veljavnosti sporazuma. Z začetkom veljavnosti tega sporazuma se vse odločitve nacionalnega ali institucionalnega predstavnika Republike Slovenije za program Boxer potrdijo kot odločitve predstavnika Republike Slovenije v PC ali PB, kot je primerno.

Vesel bi bil potrditve, da so predhodne določbe sprejemljive za vašo vlado.

S spoštovanjem,

## **Dodatek I**

### **PRILOGA I PRIVILEGIJI IN IMUNITETE**

#### **1. ČLEN**

Brez poseganja v 3. in 4. člen te priloge so zgradbe in prostori OCCAR nedotakljivi.

#### **2. ČLEN**

Arhivi OCCAR so nedotakljivi.

#### **3. ČLEN**

1. OCCAR ima imuniteto pred pristojnostjo in izvršbo, razen:
  - a) če se s sklepom odbora nadzornikov v določenem primeru posebej odpove taki imuniteti; odbor nadzornikov mora opustiti to imuniteto v vseh primerih, ko bi zanašanje nanjo oviralo pravne postopke in se ji je mogoče odpovedati, ne da bi to ogrozilo interese OCCAR;
  - b) v povezavi s civilno tožbo tretje osebe za škodo, ki je nastala zaradi nesreče, ki jo je povzročilo motorno vozilo, ki pripada ali deluje v imenu OCCAR, ali v povezavi s prometnim prekrškom, ki vključuje tako vozilo;
  - c) v povezavi z izvršitvijo arbitražne odločbe, skladne s pogoji katere koli pogodbe, ki jo je sklenil OCCAR;
  - d) ob zasegu plač in prejemkov, ki jih OCCAR dolguje uslužbencu skladno z odločitvijo sodnih organov.
2. Lastnina in premoženje OCCAR, kjer koli je, ima imuniteto pred vsakršno obliko zahtevkov, zaplemb, razlastitev ali zasegov. Prav tako imajo imuniteto pred kakršno koli obliko upravnih ali začasnih sodnih omejitev, razen če je to začasno potrebno v povezavi s preprečevanjem in preiskovanjem nesreč z motornimi vozili, ki pripadajo ali delujejo v imenu OCCAR.

#### **4. ČLEN**

1. V okviru njegovih uradnih dejavnosti so OCCAR, njegova lastnina in dohodek oproščeni neposrednih davkov.
2. Kadar OCCAR opravi ali uporablja nakupe blaga ali storitev precejšnje vrednosti, ki so nujni za izvajanje uradnih dejavnosti OCCAR, in če cena takega blaga ali storitev vključuje davke ali dajatve, države članice, če je mogoče, sprejmejo ustrezne ukrepe za odobritev oprostitve takih davkov ali dajatev ali za zagotovitev njihovega povračila.

#### **5. ČLEN**

Blago, ki ga uvozi ali izvozi OCCAR ali je uvoženo ali izvoženo v njegovem imenu in je nujno za opravljanje njegovih uradnih dejavnosti, je izvzeto iz vseh uvoznih ali izvoznih dajatev, prepovedi in omejitev uvoza ali izvoza.

#### **6. ČLEN**

1. Za namene 4. in 5. člena te priloge uradne dejavnosti OCCAR vključujejo njegove upravne dejavnosti, vključno z njegovimi dejavnostmi v povezavi s shemo socialne varnosti.
2. Določbe 4. in 5. člena se ne uporabljajo za davke in dajatve, ki niso nič več kot pristojbine za komunalne storitve.

#### **7. ČLEN**

Skladno s 4. in 5. členom se za kupljeno ali uvoženo blago ali opravljene storitve za osebno korist osebja OCCAR ne odobri nobena oprostitev.

#### **8. ČLEN**

1. Blago, pridobljeno skladno s 4. členom ali uvoženo skladno s 5. členom, se ne sme prodati ali odtujiti, razen skladno s pogoji, ki jih določijo države članice, ki so odobrile izjeme.
2. Prenos blaga in storitev med uradom poveljstva in drugimi ustanovami OCCAR, med različnimi oddelki ali za namene izvajanja programa OCCAR, med njimi in nacionalno ustanovo države članice je brezplačen ali brez omejitev kakršne koli vrste; če je treba, države članice sprejmejo ustrezne ukrepe, da odobrijo oprostitev ali povračilo takih dajatev ali odpravijo take omejitve.

#### **9. ČLEN**

Kroženje publikacij in drugega informacijskega gradiva, ki ga pošilja ali prejema OCCAR, ni nikakor omejeno.

#### **10. ČLEN**

OCCAR lahko prejme in poseduje vse vrste sredstev, valut, denarja ali vrednostnih papirjev; z njimi lahko prosto razpolaga s kakršnim koli namenom, določenim v konvenciji OCCAR, in ima račune v kateri koli valuti v obsegu, ki je nujen za izpolnjevanje njegovih obveznosti.

#### **11. ČLEN**

1. Za uradna sporočila in prenos vseh svojih dokumentov OCCAR uživa obravnavo, ki ni manj ugodna od tiste, ki jo vsaka država članica priznava drugim mednarodnim organizacijam.
2. Za uradna sporočila OCCAR s katerimi koli sredstvi komuniciranja se ne uporablja nobena cenzura.

#### **12. ČLEN**

Države članice sprejmejo ustrezne ukrepe za olajšanje vstopa, zadrževanja ali odhoda uslužbencev OCCAR s svojega ozemlja.

#### **13. ČLEN**

1. Predstavniki držav članic med opravljanjem svojih nalog in potovanjem do kraja zasedanja in z njega uživajo naslednje privilegije in imunitete:
  - a) imuniteto pred aretacijo in pridržanjem ter odvzemom osebne prtljage;

- b) imuniteto pred sodno pristojnostjo, tudi po prenehanju njihove naloge, v povezavi z dejanji, vključno z izgovorjenimi in napisanimi besedami, ki so jih izrekli ali napisali pri opravljanju svojih nalog; ta imuniteta pa se ne uporablja ob prometnem prekršku, ki ga naredi predstavnik države članice, niti ob škodi, ki jo povzroči motorno vozilo, ki mu pripada ali ga vozi;
  - c) nedotakljivost za vse svoje uradne listine in dokumente;
  - d) pravico do uporabe kodeksov in prejemanja dokumentov ali dopisov v posebnih kurirskih ali zapečatenih vrečah;
  - e) oprostitev za njih, svoje zakonce in vzdrževane otroke ter od vseh ukrepov, ki omejujejo vstop, in od formalnosti vpisa tujcev;
  - f) enake ugodnosti v povezavi z valutami in nadzorom nad deviznimi tečaji, kot so dodeljene predstavnikom tujih vlad na začasnih uradnih misijah;
  - g) enake carinske ugodnosti glede osebne prtljage, kot so dodeljene diplomatskim predstavnikom.
2. Privilegiji in imunitete se dodeljujejo predstavnikom držav članic ne za njihovo osebno korist, temveč za zagotovitev popolne neodvisnosti pri opravljanju njihovih nalog v povezavi z OCCAR. Zato mora država članica odvzeti imuniteto predstavniku, pri katerem bi zanašanje nanjo oviralo pravne postopke in jo je mogoče odvzeti, ne da bi to vplivalo na namene, za katere je bila dodeljena.

#### **14. ČLEN**

Poleg privilegijev in imunitet, določenih v 15. členu, uživa direktor in, ko je to mesto prazno, oseba, ki je imenovana za delovanje na njegovem mestu, privilegije in imunitete, do katerih so upravičeni diplomatski predstavniki primerljivega razreda.

#### **15. ČLEN**

Uslužbenci OCCAR:

- a) imajo tudi po prenehanju službe v OCCAR imuniteto pred sodno pristojnostjo v povezavi z dejanji, vključno z izgovorjenimi in napisanimi besedami, ki so jih izrekli ali napisali pri opravljanju svojih nalog; ta imuniteta pa se ne uporablja ob prometnem prekršku, ki ga je naredil uslužbenec OCCAR, niti ob škodi, ki jo povzroči vozilo, ki mu pripada ali ga vozi;
- b) so oproščeni vseh obveznosti v povezavi z vojaško službo;
- c) uživajo nedotakljivost za vse svoje uradne listine in dokumente;
- d) uživajo enake ugodnosti glede izvzetja iz vseh ukrepov, ki omejujejo priseljevanje in urejajo registracijo tujca, kot se običajno priznavajo uslužbencem mednarodnih organizacij; njihovi družinski člani, ki so del njihovih gospodinjstev, uživajo enake ugodnosti;
- e) uživajo enake ugodnosti v povezavi z deviznimi predpisi, kot se običajno priznavajo uslužbencem mednarodnih organizacij;

- f) v času mednarodne krize uživajo enake ugodnosti glede repatriacije kot diplomatski predstavniki in njihovi družinski člani, ki so del njihovih gospodinjstev, uživajo enake ugodnosti;
- g) imajo pravico, da brez dajatev prosto uvažajo svoje pohoštvo in osebne predmete ob prvi zaposlitvi v državi članici in pravico, da ob prenehanju opravljanja svojih dolžnosti v tej državi članici brez dajatev izvozijo pohoštvo in osebne predmete; v obeh primerih veljajo pogoji, ki jih država članica, na ozemlju katere se pravica uveljavlja, šteje za potrebne.

## **16. ČLEN**

Strokovnjaki, razen uslužbencev iz 15. člena, pri opravljanju svojih nalog v povezavi z OCCAR ali pri opravljanju misij za OCCAR uživajo naslednje privilegije in imunitete, če so ti nujni za izvajanje njihovih funkcij, tudi med potovanji pri opravljanju svojih nalog in v okviru takih misij:

- a) imuniteta pred sodno pristojnostjo v povezavi z dejanji, vključno z izgovorjenimi in napisanimi besedami, ki so jih izrekli ali napisali pri opravljanju svojih nalog, razen ob prometnem prekršku, ki ga je naredil strokovnjak, ali ob škodi, ki jo povzroči motorno vozilo, ki mu pripada ali ga vozi; strokovnjaki še naprej uživajo to imuniteto, potem ko jim zaposlitev pri OCCAR preneha;
- b) nedotakljivost za vse uradne listine in dokumente;
- c) enake ugodnosti glede denarnih in deviznih predpisov ter njihove osebne prtljage, kot so dodeljene uradnikom tujih vlad na začasnih uradnih misijah.

## **17. ČLEN**

1. Ob upoštevanju pogojev in po postopkih, ki jih določi odbor nadzornikov, so direktor in uslužbenci OCCAR podvrženi davku v korist OCCAR na plače in prejemke, ki jih plača OCCAR. Take plače in prejemke direktorja ter uslužbencev OCCAR so izvzeti iz nacionalnega davka na dohodek, vendar pa države članice obdržijo pravico, da te plače in prejemke upoštevajo pri presoji zneska obdavčitve, ki se uporablja za dohodek iz drugih virov.
2. Določbe 1. odstavka se ne uporabljajo za rente in pokojnine, ki jih OCCAR plačuje svojim nekdanjim direktorjem in uslužbencem.

## **18. ČLEN**

15. in 17. člen te priloge se uporabljata za vse kategorije uslužbencev, za katere veljajo kadrovske predpisi OCCAR. Skladno s členom 22(1)<sup>1</sup> odbor nadzornikov določi kategorije strokovnjakov, za katere velja 16. člen. Imena, nazivi in naslovi strokovnjakov iz tega člena se občasno sporočijo državam članicam.

## **19. ČLEN**

Če ustanovi svoj sistem socialne varnosti, so OCCAR, direktor in uslužbenci OCCAR oproščeni vseh obveznih prispevkov v nacionalne organe za socialno varnost ob upoštevanju sporazumov, sklenjenih z državami članicami skladno s 24. členom.

<sup>1</sup>Prvi odstavek 22. člena konvencije OCCAR.

## **20. ČLEN**

1. Privilegiji in imunitete, določeni s to prilogo, niso dodeljeni direktorju, uslužbencem in strokovnjakom OCCAR za njihovo osebno korist. Dodeljeni so jim izključno za to, da sta v vseh okoliščinah zagotovljena neovirano delovanje OCCAR in popolna neodvisnost oseb, ki so jim dodeljeni.
2. Direktor mora opustiti katero koli ustrezno imuniteto vedno, kadar bi njena ohranitev ovirala potek sodnih postopkov in se ji je mogoče odpovedati, ne da bi to vplivalo na interese OCCAR. Pri direktorju je odbor nadzornikov pristojen za odvzem take imunitete.

## **21. ČLEN**

1. OCCAR ves čas sodeluje s pristojnimi organi držav članic, da bi olajšal pravilno delovanje pravosodja, zagotovil spoštovanje policijskih predpisov in predpisov o ravnanju z eksplozivni ter vnetljivimi snovmi, o javnem zdravju in delovni inšpekciji ali druge podobne nacionalne zakonodaje ter preprečil vsako zlorabo privilegijev, imunitet in ugodnosti, določenih v tej prilogi.
2. Postopek sodelovanja iz 1. odstavka se lahko določi v dopolnilnih sporazumih iz 24. člena.

## **22. ČLEN**

Vsaka država članica ohrani pravico, da v interesu svoje varnosti sprejme vse ustrezne previdnostne ukrepe.

## **23. ČLEN**

Nobeni državi članici ni treba priznati privilegijev in imunitet iz 13., 14., 15. b, e in g ter 16. c člena svojim državljanom ali osebam, ki so med prevzemom svojih dolžnosti v tej državi članici njeni stalni prebivalci.

## **24. ČLEN**

OCCAR lahko na podlagi sklepa odbora nadzornikov sklene z eno ali več državami članicami dopolnilne sporazume, s katerimi uveljavi določbe te priloge v povezavi s to državo ali državami, in druge dogovore za zagotovitev učinkovitega delovanja organizacije in varovanja njenih interesov.

## **25. ČLEN**

OCCAR ima zavarovalno kritje pred tveganji tretjih oseb v povezavi z vozili, ki jih ima v lasti ali jih upravlja, skladno z zakoni in predpisi države članice, v kateri se vozilo uporablja. OCCAR kot pogoj za zaposlitev zahteva, da imajo uslužbenci zavarovalno kritje pred tveganji tretjih oseb v povezavi z vozili, ki jih imajo v lasti ali jih upravljajo skladno z zakoni in predpisi države članice, v kateri se vozilo uporablja.

## **Dodatek II**

### **PRILOGA II ARBITRAŽA**

#### **1. ČLEN**

Zahteva po arbitraži se predloži depozitarju, pri čemer se navede narava spora. Depozitar te podatke sporoči vsem državam članicam.

#### **2. ČLEN**

1. Arbitražno razsodišče sestavljajo trije člani:
  - a) arbiter, ki ga določi vsaka stranka v sporu;
  - b) tretji arbiter, ki ga sporazumno določita prva dva in ki deluje kot predsednik razsodišča;
  - c) če predsednik razsodišča ni imenovan v tridesetih dneh od imenovanja drugega arbitra, lahko stranka v sporu zahteva od predsednika Meddržavnega sodišča, da čim prej izbere predsednika. On ne sme izbrati predsednika, ki je imel ali ima trenutno enako državljanstvo kot ena izmed strank v sporu, razen če se druga stranka s tem strinja.
2. Če v šestdesetih dneh od datuma, ko depozitar prejme zahtevo za arbitražo, ena izmed strank v sporu ne imenuje arbitra, lahko druga stranka od predsednika Meddržavnega sodišča zahteva, da čim prej izbere tega arbitra.
3. Ob smrti, nezmožnosti ali neizpolnjevanju obveznosti arbitra stranka v sporu, ki ga je imenovala, določi njegovega namestnika v tridesetih dneh od smrti, nezmožnosti ali neizpolnjevanja obveznosti. Ob smrti, nezmožnosti ali neizpolnjevanju obveznosti predsednika se njegov namestnik imenuje pod pogoji, določenimi v 1. c odstavku v devetdesetih dneh po smrti, nezmožnosti ali neizpolnjevanju obveznosti.

#### **3. ČLEN**

Razsodišče lahko preiskuje nasprotno tožbe, neposredno povezane s predmetom spora, in o njih odloča.

#### **4. ČLEN**

Razsodišče lahko na zahtevo ene izmed strank v sporu priporoči zaščitne ukrepe.

#### **5. ČLEN**

Vsaka stranka v sporu je odgovorna za stroške, nastale pri pripravi svojega primera. Stroški plač članov razsodišča in vsi stroški, ki jih ima razsodišče, se enakomerno porazdelijo med stranke v sporu. Razsodišče zapisuje vse izdatke in strankam predloži zaključni račun.

#### **6. ČLEN**

Vsaka stranka, katere interesi verjetno vplivajo na odločitve, lahko po pisnem obvestilu strankam v sporu posreduje v arbitražnem postopku s soglasjem razsodišča in na svoje



stroške. Vsaka stranka, ki tako posreduje, lahko skladno s postopki, določenimi v 7. členu te priloge, predloži dokazila ali dosjeje ali poda ustne navedbe glede vprašanj, ki so povzročila posredovanje, vendar nima nobenih pravic glede sestave razsodišča.

#### **7. ČLEN**

Razsodišče sprejme svoj poslovnik.

#### **8. ČLEN**

1. Odločitve razsodišča v povezavi s postopkom in lokacijo njegovih sej ter sprejetjem odločitve se sprejemajo z večino glasov njegovih članov.
2. Stranke v sporu olajšajo delo razsodišča, zato stranke:
  - a) priskrbijo razsodišču vso ustrezno dokumentacijo in informacije,
  - b) dovolijo razsodišču, da obišče njihovo ozemlje, zasliši priče ali strokovnjake in potuje na kraje, na katerih lahko razišče zadevni spor na kraju.
3. Dejstvo, da stranka v sporu ne upošteva določb 2. odstavka ali ne zagovarja svojega primera, razsodišču ne preprečuje, da bi odločalo ali sprejelo odločitev.

#### **9. ČLEN**

Razsodišče odloči v šestih mesecih od datuma ustanovitve, razen če meni, da je treba ta rok podaljšati za novo obdobje, ki pa ne sme presegati petih mesecev. Razsodišče utemelji svojo odločitev. Odločitev je dokončna in brez možnosti pritožbe ter se sporoči depozitarju, ta pa o njej obvesti stranke. Stranke v sporu jo nemudoma izpolnijo.

## Pismo o sprejetju

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Spoštovani minister,

veseli me, da sem prejel vaše pismo z dne [datum], ki se glasi:

»Spoštovani minister,

na podlagi razgovorov med našimi predstavniki, na podlagi katerih so bili opredeljeni pogoji vašega sodelovanja v programu Boxer in pooblastila za upravljanje programa (PMA) za program Boxer, ki ga je 27. aprila 2018 odobril odbor nadzornikov (BoS), s katerim OCCAR BoS daje dovoljenje za upravljanje programa Boxer v okviru OCCAR in za sodelovanje vaše države v tem programu Boxer v skladu z drugo spremembo Memoranduma o soglasju, sklenjenega med Zveznim ministrstvom za obrambo Zvezne republike Nemčije, Ministrstvom za nacionalno obrambo Republike Litve in ministrom za obrambo Kraljevine Nizozemske, povezanega s tretjo in četrto fazo programa Boxer, ki je začela veljati 27. junija 2017, mi je v čast, da v imenu OCCAR predlagam naslednje določbe:

1. Potrjujete namero, da boste sodelovali v programu Boxer in da ga bo upravljal OCCAR v skladu s pravili OCCAR (glejte 2. odstavek). Vaši predstavniki bodo sodelovali v programskem odboru (PB) in programski komisiji (PC), ki ju je oblikoval OCCAR BoS za upravljanje programa Boxer, skladno z opisom v OMP 1, 2, 3 in 4. Predstavniki bodo imeli vaše pooblastilo za odločanje o vseh zadevah v pristojnosti PB in PC.

2. V tem dokumentu pravila OCCAR pomenijo konvencijo OCCAR, varnostni sporazum OCCAR, vključno z ustreznimi odločitvami, ki se nanašajo na njihovo razlago, in postopke OCCAR, vključno z vsemi načeli, strategijami in politikami. Različica teh dokumentov za uporabo je veljavna v času uporabe in bo dostopna vašim predstavnikom.

3. Za program Boxer se uporabljajo določbe o privilegijih in imunitetah ter arbitražna klavzula, opisana v Prilogah I in II konvencije OCCAR. Prilogi I in II konvencije OCCAR sta priloženi temu pismu o ponudbi kot Dodatek I (Priloga I h konvenciji OCCAR) in Dodatek II (Priloga II h konvenciji OCCAR) ter sta njegov sestavni del.

4. Republika Slovenija se z drugimi državami, ki sodelujejo v programu Boxer, pogaja glede programske odločitve v skladu s pravili OCCAR. S podpisom programske odločitve je program za Republiko Slovenijo zavezujoč enako kot za države članice OCCAR, ki sodelujejo v programu. Programska odločitev je temelj za odločitev, navedeno v 38. členu konvencije OCCAR.

5. To pismo skupaj z vašim odgovorom predstavlja sporazum iz 37. člena konvencije OCCAR med OCCAR in vašo vlado o upravljanju programa Boxer s strani OCCAR.

6. Ta sporazum začne veljati z dnem, ko Vlada Republike Slovenije po diplomatski poti pisno obvesti OCCAR o končanih notranjeprovnih postopkih za začetek veljavnosti sporazuma. Z začetkom veljavnosti tega sporazuma se vse odločitve nacionalnega ali institucionalnega predstavnika Republike Slovenije za program Boxer potrdijo kot odločitve predstavnika Republike Slovenije v PC ali PB, kot je primerno.

Vesel bi bil potrditve, da so predhodne določbe sprejemljive za vašo vlado.

S spoštovanjem,

## **Dodatek I**

### **PRILOGA I PRIVILEGIJI IN IMUNITETE**

#### **1. ČLEN**

Brez poseganja v 3. in 4. člen te priloge so zgradbe ter prostori OCCAR nedotakljivi.

#### **2. ČLEN**

Arhivi OCCAR so nedotakljivi.

#### **3. ČLEN**

1. OCCAR ima imuniteto pred pristojnostjo in izvršbo, razen:
  - a) če se s sklepom odbora nadzornikov v določenem primeru posebej odpove taki imuniteti; odbor nadzornikov mora opustiti to imuniteto v vseh primerih, ko bi zanašanje nanjo oviralo pravne postopke in se ji je mogoče odpovedati, ne da bi to ogrozilo interese OCCAR;
  - b) v povezavi s civilno tožbo tretje osebe za škodo, ki je nastala zaradi nesreče, ki jo je povzročilo motorno vozilo, ki pripada ali deluje v imenu OCCAR, ali v povezavi s prometnim prekrškom, ki vključuje tako vozilo;
  - c) v povezavi z izvršitvijo arbitražne odločbe, skladne s pogoji katere koli pogodbe, ki jo je sklenil OCCAR;
  - d) ob zasegu plač in prejemkov, ki jih OCCAR dolguje uslužbencu skladno z odločitvijo sodnih organov.
2. Lastnina in premoženje OCCAR, kjer koli je, ima imuniteto pred vsakršno obliko zahtevkov, zaplemb, razlastitev ali zasegov. Prav tako imajo imuniteto pred kakršno koli obliko upravnih ali začasnih sodnih omejitev, razen če je to začasno potrebno v povezavi s preprečevanjem in preiskovanjem nesreč z motornimi vozili, ki pripadajo ali delujejo v imenu OCCAR.

#### **4. ČLEN**

1. V okviru njegovih uradnih dejavnosti so OCCAR, njegova lastnina in dohodek oproščeni neposrednih davkov.
2. Kadar OCCAR opravi ali uporablja nakupe blaga ali storitev precejšnje vrednosti, ki so nujni za izvajanje uradnih dejavnosti OCCAR, in če cena takega blaga ali storitev vključuje davke ali dajatve, države članice, če je mogoče, sprejmejo ustrezne ukrepe za odobritev oprostitve takih davkov ali dajatev ali zagotovitev njihovega povračila.

#### **5. ČLEN**

Blago, ki ga uvozi ali izvozi OCCAR ali je uvoženo ali izvoženo v njegovem imenu in je nujno za opravljanje njegovih uradnih dejavnosti, je izvzeto iz vseh uvoznih ali izvoznih dajatev, prepovedi in omejitev uvoza ali izvoza.

#### **6. ČLEN**

1. Za namene 4. in 5. člena te priloge uradne dejavnosti OCCAR vključujejo njegove upravne dejavnosti, vključno z njegovimi dejavnostmi v povezavi s shemo socialne varnosti.
2. Določbe 4. in 5. člena se ne uporabljajo za davke in dajatve, ki niso nič več kot pristojbine za komunalne storitve.

#### **7. ČLEN**

Skladno s 4. in 5. členom se za kupljeno ali uvoženo blago ali opravljene storitve za osebno korist osebja OCCAR ne odobri nobena oprostitev.

#### **8. ČLEN**

1. Blago, pridobljeno skladno s 4. členom ali uvoženo skladno s 5. členom, se ne sme prodati ali odtujiti, razen skladno s pogoji, ki jih določijo države članice, ki so odobrile izjeme.
2. Prenos blaga in storitev med uradom poveljstva in drugimi ustanovami OCCAR, med različnimi oddelki ali za namene izvajanja programa OCCAR med njimi in nacionalno ustanovo države članice je brezplačen ali brez omejitev kakršne koli vrste; če je treba, države članice sprejmejo ustrezne ukrepe, da odobrijo oprostitev ali povračilo takih dajatev ali odpravijo take omejitve.

#### **9. ČLEN**

Kroženje publikacij in drugega informacijskega gradiva, ki ga pošilja ali prejema OCCAR, ni omejeno na noben način.

#### **10. ČLEN**

OCCAR lahko prejme in poseduje vse vrste sredstev, valut, denarja ali vrednostnih papirjev; z njimi lahko prosto razpolaga s kakršnim koli namenom, določenim v konvenciji OCCAR, in ima račune v kateri koli valuti v obsegu, ki je nujen za izpolnjevanje njegovih obveznosti.

#### **11. ČLEN**

1. Za uradna sporočila in prenos vseh svojih dokumentov OCCAR uživa obravnavo, ki ni manj ugodna od tiste, ki jo vsaka država članica priznava drugim mednarodnim organizacijam.
2. Za uradna sporočila OCCAR s katerimi koli sredstvi komuniciranja se ne uporablja nobena cenzura.

#### **12. ČLEN**

Države članice sprejmejo ustrezne ukrepe za olajšanje vstopa, zadrževanja ali odhoda uslužbencev OCCAR s svojega ozemlja.

#### **13. ČLEN**

1. Predstavniki držav članic med opravljanjem svojih nalog in potovanjem do kraja zasedanja ter z njega uživajo naslednje privilegije in imunitete:
  - a) imuniteto pred aretacijo in pridržanjem ter pred odvzemom osebne prtljage;

- b) imuniteto pred sodno pristojnostjo, tudi po prenehanju njihove naloge, v povezavi z dejanji, vključno z izgovorjenimi in napisanimi besedami, ki so jih izrekli ali napisali pri opravljanju svojih nalog; ta imuniteta pa se ne uporablja ob prometnem prekršku, ki ga naredi predstavnik države članice, niti ob škodi, ki jo povzroči motorno vozilo, ki mu pripada ali ga vozi;
  - c) nedotakljivost za vse svoje uradne listine in dokumente;
  - d) pravico do uporabe kodeksov in prejemanja dokumentov ali dopisov v posebnih kurirskih ali zapečatenih vrečah;
  - e) oprostitev za njih, svoje zakonce in vzdrževane otroke ter od vseh ukrepov, ki omejujejo vstop, in od formalnosti vpisa tujcev;
  - f) enake ugodnosti v povezavi z valutami in nadzorom nad deviznimi tečaji, kot so dodeljene predstavnikom tujih vlad na začasnih uradnih misijah;
  - g) enake carinske ugodnosti glede osebne prtljage, kot so dodeljene diplomatskim predstavnikom.
2. Privilegiji in imunitete se dodeljujejo predstavnikom držav članic ne za njihovo osebno korist, temveč za zagotovitev popolne neodvisnosti pri opravljanju njihovih nalog v povezavi z OCCAR. Zato mora država članica odvzeti imuniteto predstavniku, pri katerem bi zanašanje nanjo oviralo pravne postopke in jo je mogoče odvzeti, ne da bi to vplivalo na namene, za katere je bila dodeljena.

#### **14. ČLEN**

Poleg privilegijev in imunitet, določenih v 15. členu, uživa direktor in, ko je to mesto prazno, oseba, ki je imenovana za delovanje na njegovem mestu, privilegije in imunitete, do katerih so upravičeni diplomatski predstavniki primerljivega razreda.

#### **15. ČLEN**

Uslužbenci OCCAR:

- a) imajo tudi po prenehanju službe v OCCAR imuniteto pred sodno pristojnostjo v povezavi z dejanji, vključno z izgovorjenimi in napisanimi besedami, ki so jih izrekli ali napisali pri opravljanju svojih nalog; ta imuniteta pa se ne uporablja ob prometnem prekršku; ki ga je naredil uslužbenec OCCAR, niti ob škodi, ki jo povzroči vozilo, ki mu pripada ali ga vozi;
- b) so oproščeni vseh obveznosti v povezavi z vojaško službo;
- c) uživajo nedotakljivost za vse svoje uradne listine in dokumente;
- d) uživajo enake ugodnosti glede izvzetja iz vseh ukrepov, ki omejujejo priseljevanje in urejajo registracijo tujca, kot se običajno priznavajo uslužbencem mednarodnih organizacij; njihovi družinski člani, ki so del njihovih gospodinjstev, uživajo enake ugodnosti;
- e) uživajo enake ugodnosti v povezavi z deviznimi predpisi, kot se običajno priznavajo uslužbencem mednarodnih organizacij;

- f) v času mednarodne krize uživajo enake ugodnosti glede repatriacije kot diplomatski predstavniki; njihovi družinski člani, ki so del njihovih gospodinjstev, uživajo enake ugodnosti;
- g) imajo pravico, da brez dajatev prosto uvažajo svoje pohoštvo in osebne predmete ob prvi zaposlitvi v državi članici, in pravico, da ob prenehanju opravljanja svojih dolžnosti v tej državi članici brez dajatev izvozijo pohoštvo in osebne predmete; v obeh primerih veljajo pogoji, ki jih država članica, na ozemlju katere se pravica uveljavlja, šteje za potrebne.

## **16. ČLEN**

Strokovnjaki, razen uslužbencev iz 15. člena, pri opravljanju svojih nalog v povezavi z OCCAR ali pri opravljanju misij za OCCAR uživajo naslednje privilegije in imunitete, če so ti nujni za izvajanje njihovih funkcij, tudi med potovanji pri opravljanju svojih nalog in v okviru takih misij:

- a) imuniteta pred sodno pristojnostjo v povezavi z dejanji, vključno z izgovorjenimi in napisanimi besedami, ki so jih izrekli ali napisali pri opravljanju svojih nalog, razen ob prometnem prekršku, ki ga je naredil strokovnjak, ali ob škodi, ki jo povzroči motorno vozilo, ki mu pripada ali ga vozi; strokovnjaki še naprej uživajo to imuniteto, potem ko jim zaposlitev pri OCCAR preneha;
- b) nedotakljivost za vse uradne listine in dokumente;
- c) enake ugodnosti glede denarnih in deviznih predpisov ter njihove osebne prtljage, kot so dodeljene uradnikom tujih vlad na začasnih uradnih misijah.

## **17. ČLEN**

1. Ob upoštevanju pogojev in po postopkih, ki jih določi Odbor nadzornikov, so direktor in uslužbenci OCCAR podvrženi davku v korist OCCAR na plače in prejemke, ki jih plača OCCAR. Take plače in prejemke direktorja ter uslužbencev OCCAR so izvzeti iz nacionalnega davka na dohodek, vendar pa države članice obdržijo pravico, da te plače in prejemke upoštevajo pri presoji zneska obdavčitve, ki se uporablja za dohodek iz drugih virov.
2. Določbe 1. odstavka se ne uporabljajo za rente in pokojnine, ki jih OCCAR plačuje svojim nekdanjim direktorjem ter uslužbencem.

## **18. ČLEN**

15. in 17. člen te priloge se uporabljata za vse kategorije uslužbencev, za katere veljajo kadrovske predpisi OCCAR. Skladno s členom 22(1)<sup>2</sup> odbor nadzornikov določi kategorije strokovnjakov, za katere velja 16. člen. Imena, nazivi in naslovi strokovnjakov iz tega člena se občasno sporočijo državam članicam.

## **19. ČLEN**

Če ustanovi svoj sistem socialne varnosti, so OCCAR, direktor in uslužbenci OCCAR oproščeni vseh obveznih prispevkov v nacionalne organe za socialno varnost ob upoštevanju sporazumov, sklenjenih z državami članicami skladno s 24. členom.

<sup>2</sup>Prvi odstavek 22. člena konvencije OCCAR.

## **20. ČLEN**

1. Privilegiji in imunitete, določeni s to prilogo, niso dodeljeni direktorju, uslužbencem in strokovnjakom OCCAR za njihovo osebno korist. Dodeljeni so jim izključno za to, da sta v vseh okoliščinah zagotovljena neovirano delovanje OCCAR in popolna neodvisnost oseb, ki so jim dodeljeni.
2. Direktor mora opustiti katero koli ustrezno imuniteto vedno, kadar bi njena ohranitev ovirala potek sodnih postopkov in se ji je mogoče odpovedati, ne da bi to vplivalo na interese OCCAR. Pri direktorju je odbor nadzornikov pristojen za odvzem take imunitete.

## **21. ČLEN**

1. OCCAR ves čas sodeluje s pristojnimi organi držav članic, da bi olajšal pravilno delovanje pravosodja, zagotovil spoštovanje policijskih predpisov in predpisov o ravnanju z eksplozivni in vnetljivimi snovmi, o javnem zdravju in delovni inšpekciji ali druge podobne nacionalne zakonodaje ter preprečil vsako zlorabo privilegijev, imunitet in ugodnosti, določenih v tej prilogi.
2. Postopek sodelovanja iz 1. odstavka se lahko določi v dopolnilnih sporazumih iz 24. člena.

## **22. ČLEN**

Vsaka država članica ohrani pravico, da v interesu svoje varnosti sprejme vse ustrezne previdnostne ukrepe.

## **23. ČLEN**

Nobeni državi članici ni treba priznati privilegijev in imunitet iz 13., 14., 15. b, e in g ter 16. c člena svojim državljanom ali osebam, ki so med prevzemom svojih dolžnosti v tej državi članici njeni stalni prebivalci.

## **24. ČLEN**

OCCAR lahko na podlagi sklepa odbora nadzornikov sklene z eno ali več državami članicami dopolnilne sporazume, s katerimi uveljavi določbe te priloge v povezavi s to državo ali državami, in druge dogovore za zagotovitev učinkovitega delovanja organizacije in varovanja njenih interesov.

## **25. ČLEN**

OCCAR ima zavarovalno kritje pred tveganji tretjih oseb v povezavi z vozili, ki jih ima v lasti ali jih upravlja, skladno z zakoni in predpisi države članice, v kateri se vozilo uporablja. OCCAR kot pogoj za zaposlitev zahteva, da imajo uslužbenci zavarovalno kritje pred tveganji tretjih oseb v povezavi z vozili, ki jih imajo v lasti ali jih upravljajo skladno z zakoni in predpisi države članice, v kateri se vozilo uporablja.

## **Dodatek II**

### **PRILOGA II ARBITRAŽA**

#### **1. ČLEN**

Zahteva po arbitraži se predloži depozitarju, pri čemer se navede narava spora. Depozitar te podatke sporoči vsem državam članicam.

#### **2. ČLEN**

1. Arbitražno razsodišče sestavljajo trije člani:
  - a) arbiter, ki ga določi vsaka stranka v sporu;
  - b) tretji arbiter, ki ga sporazumno določita prva dva in ki deluje kot predsednik razsodišča;
  - c) če predsednik razsodišča ni imenovan v tridesetih dneh od imenovanja drugega arbitra, lahko stranka v sporu zahteva od predsednika Meddržavnega sodišča, da čim prej izbere predsednika. On ne sme izbrati predsednika, ki je imel ali ima trenutno enako državljanstvo kot ena izmed strank v sporu, razen če se druga stranka s tem strinja.
2. Če v šestdesetih dneh od datuma, ko depozitar prejme zahtevo za arbitražo, ena izmed strank v sporu ne imenuje arbitra, lahko druga stranka od predsednika Meddržavnega sodišča zahteva, da čim prej izbere tega arbitra.
3. Ob smrti, nezmožnosti ali neizpolnjevanju obveznosti arbitra stranka v sporu, ki ga je imenovala, določi njegovega namestnika v tridesetih dneh od smrti, nezmožnosti ali neizpolnjevanja obveznosti. Ob smrti, nezmožnosti ali neizpolnjevanju obveznosti predsednika se njegov namestnik imenuje pod pogoji, določenimi v 1. c odstavku, v devetdesetih dneh po smrti, nezmožnosti ali neizpolnjevanju obveznosti.

#### **3. ČLEN**

Razsodišče lahko preiskuje nasprotno tožbe, neposredno povezane s predmetom spora, in o njih odloča.

#### **4. ČLEN**

Razsodišče lahko na zahtevo ene izmed strank v sporu priporoči zaščitne ukrepe.

#### **5. ČLEN**

Vsaka stranka v sporu je odgovorna za stroške, nastale pri pripravi svojega primera. Stroški plač članov razsodišča in vsi stroški, ki jih ima razsodišče, se enakomerno porazdelijo med stranke v sporu. Razsodišče zapisuje vse izdatke in strankam predloži zaključni račun.

#### **6. ČLEN**

Vsaka stranka, katere interesi verjetno vplivajo na odločitev, lahko po pisnem obvestilu strankam v sporu posreduje v arbitražnem postopku s soglasjem razsodišča in na svoje stroške. Vsaka stranka, ki tako posreduje, lahko skladno s postopki, določenimi v 7. členu te



priloge, predloži dokazila ali dosjeje ali poda ustne navedbe glede vprašanj, ki so povzročila posredovanje, vendar nima nobenih pravic glede sestave razsodišča.

## **7. ČLEN**

Razsodišče sprejme svoj poslovnik.

## **8. ČLEN**

1. Odločitve razsodišča v povezavi s postopkom in lokacijo njegovih sej ter sprejetjem odločitve se sprejemajo z večino glasov njegovih članov.
2. Stranke v sporu olajšajo delo razsodišča, zato stranke:
  - a) priskrbijo razsodišču vso ustrezno dokumentacijo in informacije,
  - b) dovolijo razsodišču, da obišče njihovo ozemlje, zasliši priče ali strokovnjake in potuje na kraje, na katerih lahko razišče zadevni spor na kraju.
3. Dejstvo, da stranka v sporu ne upošteva določb 2. odstavka ali ne zagovarja svojega primera, razsodišču ne preprečuje, da bi odločalo ali sprejelo odločitev.

## **9. ČLEN**

Razsodišče odloči v šestih mesecih od datuma ustanovitve, razen če meni, da je treba ta rok podaljšati za novo obdobje, ki pa ne sme presegati petih mesecev. Razsodišče utemelji svojo odločitev. Odločitev je dokončna in brez možnosti pritožbe ter se sporoči depozitarju, ta pa o njej obvesti stranke. Stranke v sporu jo nemudoma izpolnijo.«

V čast mi je, da vas lahko obvestim, da naša vlada sprejema zgoraj navedene določbe. V skladu s tem vaše pismo skupaj z mojim odgovorom predstavlja sporazum med našo vlado in OCCAR o upravljanju programa Boxer s strani OCCAR.