

ZAKON

O POTVRĐIVANJU SPORAZUMA O SARADNJI U ZAŠTITI OD KATASTROFA NA ZAPADNOM BALKANU

Član 1.

Potvrđuje se Sporazum o saradnji u zaštiti od katastrofa na Zapadnom Balkanu, potpisan u Skoplju, 29. jula 2021. godine, u originalu na engleskom jeziku.

Član 2.

Tekst Sporazuma u originalu na engleskom jeziku i u prevodu na srpski jezik glasi:

AGREEMENT
ON COOPERATION IN PROTECTION AGAINST DISASTERS IN THE
WESTERN BALKANS

We, the Western Balkan Participants referred to collectively as “Contracting Parties” and individually as “the Contracting Party”,

Convinced of the necessity of mutual cooperation in preventing and mitigating the consequences of disasters,

Complying with the signed international agreements,

Recognizing the efforts of the United Nations in the field of disaster prevention and consequence mitigation,

Having regard to the Union Civil Protection Mechanism and its contribution to the development of capacities for rapid and effective reaction and other international organizations in terms of protection against the consequences of disasters,

Reaffirming the mutual intent, interest and basis for upgrading the cooperation and partnership,

Have agreed as follows:

Article 1

Subject of the Agreement

In this Agreement, the Contracting Parties regulate the framework of conditions for voluntary provision of assistance in the event of disasters, and in particular in:

- planning and implementation of protection measures against floods, earthquakes, fires, environmental pollution, vessel accidents, radiological hazards, different pandemics as well as industrial and other disasters;
- mutual notification of threats, occurrence and consequences of disasters;
- mutual assistance in rescuing, providing assistance and eliminating consequences of disasters with ground and air forces and vehicles for intervention in cases of mass fires, floods, earthquakes and other disasters;
- education and training of personnel of services, protection and rescue units, fire protection units and other members of rescue teams through briefings, courses, trainings, seminars and other forms of cooperation, as well as organising and conducting joint rescue and assistance exercises, etc.;
- exchange of scientific and technical data, as well as other documents relevant to protection against disasters;
- cooperation in the development and production of rescue and assistance provision equipment.

Article 2

Purpose of the Agreement

The purpose of this Agreement is for the Contracting Parties, in accordance with their respective available capacities, to assist one another in the event of

disasters, when the Requesting Contracting Party is unable to cope with the consequences of the disaster using its own resources.

Article 3

Definitions

The terms used in this Agreement shall have the following meaning:

1. Requesting Contracting Party shall mean the Contracting Party whose competent authority requests assistance.

2. Assisting Contracting Party shall mean the Contracting Party whose competent authority responds to the requests for assistance.

3. Transit Contracting Party shall mean the Contracting Party through the territory of which assistance units and equipment for the needs of one of the Contracting Parties or for the needs of a third country should pass.

4. Disaster shall mean a serious disruption of the functioning of a community or a society at any scale due to hazardous events interacting with conditions of exposure, vulnerability and capacity, leading to one or more of the following: human, material, economic and environmental losses and impacts.

5. Notifications and information about an event shall mean data on disasters transmitted to other Contracting Parties for the purpose of warning of hazards, the possibility of occurrence of disasters that could endanger other Contracting Parties.

6. Protection measures shall mean prevention and protection activities taken in order to prevent, mitigate and eliminate the hazards threatening the population and/or to preserve material assets and environment.

7. Rescuing shall mean undertaking of concrete measures, activities and procedures for protection of people whose life or health is endangered, of animals, of vegetation, of property and of cultural heritage from the consequences of disasters through undertaking concrete actions as response to natural and other disasters by experts, teams or rescuing units.

8. Rescue teams and individual experts taking part in providing assistance shall mean adequately trained and equipped persons sent by the Assisting Contracting Party upon request for assistance.

9. Protection, rescue, and other equipment shall mean all necessary means for individual or collective protection and rescue, including technical and other protection and rescue means used by rescue teams and individual experts in rescuing or providing assistance, as well as means of logistical support.

10. Humanitarian aid shall mean in kind materials, items, resources, supplies, potable water, medications and medical supplies intended for the endangered or affected population in order to mitigate the adverse effects of disasters.

Article 4

Competent authorities

The Contracting Parties shall inform one another through diplomatic channels of the competent authorities for the implementation of this Agreement.

The Contracting Parties shall mutually inform one another about the addresses and telecommunications of the competent authorities under paragraph 1 of this Article and about the contact points that must be available at any moment.

The Contracting Parties shall inform one another in writing about possible changes of the competent authorities, no later than 30 (thirty) days following the day the changes were made.

The authorities referred to in paragraph 1 of this Article shall be authorized to establish direct communication in the course of implementation of this Agreement, and to this end, they shall elaborate standard operating procedures for the provision of assistance in the event of disasters.

Article 5

Exchange of knowledge and experience

The Contracting Parties shall notify one another of scientific and technical developments and experiences in the aim of anticipation, mitigation and elimination of the consequences of disasters and efficient protection and rescue. The exchange of knowledge, information and other documents shall include information on disasters, information required for producing a joint scientific and research program in the event of endangerment, plans for general threat and disaster and threats of mutual interest to the Contracting Parties and cooperation in planning and rescue.

Cooperation in the field of exchange of knowledge and experience shall be carried out in accordance with the legislation of the Contracting Parties. The Contracting Parties shall exchange information with regard to their legislation.

The Contracting Parties shall strive to efficiently use the results of scientific and technical cooperation and in cooperation with other countries with regard to the implementation of this Agreement.

Article 6

Development and production of protection and rescue equipment

The Contracting Parties shall encourage the cooperation between business entities and institutions in the area of technological development, production of equipment and implementation of joint protection and rescue programs.

Article 7

Cooperation between humanitarian organisations

The Contracting Parties shall encourage cooperation between institutions, business entities and humanitarian organisations in the area of protection and rescue from disasters, in accordance with the legislation of the Contracting Parties.

Article 8

Education and professional development

The Contracting Parties shall encourage mutual cooperation with the aim of educating and professional development of rescue teams taking part in the protection and rescue by:

1. establishing direct communication and cooperation between educational institutions and encouraging the exchange of instructors, lecturers and other experts;
2. cooperation in education and training;
3. through mutual exchange of teaching materials and resources, as well as experiences gained in protection and rescue, essential for education and professional development;
4. organising joint exercises in the field of civil protection and rescue;

5. The joint exercises will be done on the ground even with operational forces.

Article 9

Obligation to notify of threats

The Contracting Parties shall notify one another of the threats and potential occurrence of disasters which may endanger other Contracting Parties.

For the purpose of notifying one another, each Contracting Party shall collect the necessary data and information and directly transmit it to the competent authorities of other Contracting Parties.

The Contracting Parties shall notify one another of disasters occurring in their area.

The notification shall include: a description of the threat or event that has occurred, information on the place, time, extent and consequences, as well as the measures undertaken.

The notification referred to in paragraphs 1, 2, 3 and 4 of this Article may be transmitted orally or in writing in the languages of the Contracting Parties and/or in the English language. The notifications communicated orally must also be confirmed in writing.

The authorities referred to in Article 4 of this Agreement shall be responsible for sending and receiving notifications of threats, dangers and occurred disasters.

Article 10

Protection measures

The Contracting Parties shall plan and undertake appropriate joint protection measures in order to prevent or reduce a common threat.

The Contracting Parties shall also undertake preventive measures and activities for protection and rescuing and upgrading of institutions for mitigating the dangers and consequences of natural and other disasters.

Article 11

Requesting and providing assistance

The Contracting Party affected by a disaster may request assistance from other Contracting Parties. This assistance may refer to rescue teams, individual experts, protection and rescue equipment as well as to international humanitarian aid.

The request for assistance referred to in paragraph 1 of this Article must include: information on the disaster (date, time and location of occurrence), the type and scale of the assistance required, the institutions and persons with whom communication shall be established, as well as a proposal on how to deliver assistance.

The request referred to in paragraph 2 of this Article shall be submitted in the English language.

The Assisting Contracting Party shall notify the Requesting Contracting Party of its resources available to be placed at disposal, as well as of the possibilities and the manner of providing assistance. The competent authority of the Assisting Contracting Party shall submit to the competent authority of the Requesting Contracting Party the list of rescue team members, individual experts and inventory list of protection and rescue equipment and humanitarian aid.

Assistance shall be provided in accordance with the legislation of the Contracting Parties.

The authorities referred to in Article 4 of this Agreement shall be responsible for sending and receiving requests for assistance.

Article 12

Boundary crossing procedures for rescuing and providing assistance

On the occasion of rescuing and providing assistance and eliminating the consequences of a disaster, the Contracting Parties shall allow rescue teams and individual experts providing assistance a simplified boundary crossing procedure.

In the case referred to in paragraph 1 of this Article, the rescue teams and individual experts taking part in rescuing and providing assistance may cross either at the official crossing points or at points other than the official, based on the previously submitted list of rescue team members and individual experts with a consent of the competent authorities.

Rescue team members and individual experts providing assistance may stay in the area of the Requesting Contracting Party without a visa or residence permit while providing assistance. The leaders of rescue teams must present a document proving their authority and task in providing assistance, as well as a list of their rescue team members, both of which shall be in the language of the Assisting Contracting Party and/or in the English language.

Rescue team members and individual experts providing assistance shall be entitled to wear their own uniform in the area of the other Contracting Party.

The transport of weapons, ammunition and explosive devices to the area of another Contracting Party shall not be allowed.

In the event of a disaster, the citizens of Contracting Parties, as well as those of third countries may cross boundaries either at the official crossing points or at points other than the official, with the obligation to report their stay to the competent police unit.

The Contracting Parties shall comply with the provisions referred to in paragraphs 1, 2, 3, 4, 5, 6 and 7 of this Article even in the case when one of them is a Transit Contracting Party. The competent authorities of the Contracting Parties shall, as soon as possible, inform one another of the transit needs, set out the procedure for its implementation and, as necessary, provide the rescue team providing assistance with official escort during transit.

Article 13

Procedures for entry and exit and transport of materials across the boundaries on the occasion of rescuing and providing assistance

The Contracting Parties shall simplify the procedures for bringing in, taking out and transport across the boundaries of rescue equipment and other kind of equipment necessary for providing international assistance, as well as means that are necessary for their own needs, i.e. self-sufficiency of a rescue team. On the occasion of crossing the boundary, the leader of the rescue team shall hand over the inventory lists of rescue equipment, i.e. humanitarian aid to the competent customs authorities of the Requesting Contracting Party.

The inventory lists referred to in paragraph 1 of this Article shall be in the official language of the Assisting Contracting Party and/or in the English language.

Rescue teams and individual experts taking part in providing assistance may carry across the boundary only the protection and rescue equipment, the means necessary for their own supply and operation and humanitarian aid.

The prohibitions or restrictions applicable to the international transport of goods shall not apply to the transport of protection and rescue equipment and international humanitarian aid. Protection, rescue and other equipment not spent during the operations of assistance shall be returned to the Assisting Contracting Party. In case the rescue equipment is left unused as an international humanitarian aid, its type, quantity and the location of the equipment shall be reported to the competent authority of the Requesting Contracting Party, which, upon accepting assistance, shall inform the competent customs authorities about it. In such case the legislation of the Requesting Contracting Party shall apply.

The provision referred to in paragraph 3 of this Article shall also apply to bringing in medications containing narcotics and psychotropic substances into the Requesting Contracting Party and the return of the unused quantities to the Assisting Contracting Party. The bringing in and taking out of narcotics and psychotropic substances shall not be treated as the import and export of goods in the context of international treaties on narcotic drugs. The medications containing narcotics and psychotropic substances may only be brought in the quantities required for emergency medical care, and may only be used under the supervision of medical staff with appropriate training in accordance with the legislation of the Requesting Contracting Party. The Requesting Contracting Party shall inform the Assisting Contracting Party about the used medications containing narcotics and psychotropic substances.

The Contracting Parties shall allow the use of the necessary protection and rescue equipment and humanitarian aid of the Assisting Contracting Party without any formal procedure, advance payment or other fees.

Article 14

Use of aircraft and vessels for transporting rescue teams and assistance

Aircraft and vessels may be used for urgent transport of rescue teams or individual experts taking part in providing assistance and for other types of assistance in accordance with this Agreement.

The Assisting Contracting Party shall immediately notify the competent authority of the Requesting Contracting Party of the use of aircraft and vessels for rescue and provision of assistance and shall provide it with accurate information on the type and designation of the aircraft or vessel and on the crew. The time, intended route and place of landing or docking shall be determined by the Requesting Contracting Party.

The provisions of Article 12 of this Agreement on crossing boundaries shall apply accordingly to crews of aircraft and vessels, as well as rescue teams and individual experts taking part in providing assistance, while the provisions of Article 13 of this Agreement shall apply to aircraft and vessels, transported protective and rescue equipment and international humanitarian aid resources.

The use of aircraft for rescue and provision of assistance in the Requesting Contracting Party shall take place in accordance with air traffic regulations of that Contracting Party.

The Assisting Contracting Party shall be obliged to submit a flight plan to the air navigation service provider operating in the Requesting Contracting Party. In

addition to required mandatory elements, the flight plan submitted to use aircraft must include a reference to this Agreement.

The use of land, air and naval vehicles so they can transport the rescue teams for the purpose of implementing this Agreement shall be permitted only with the consent of the competent authority of the Requesting Contracting Party.

Article 15

Responsibility for leading rescue and provision of assistance operations

The authorities of the Requesting Contracting Party shall in all cases be responsible for leading rescue and provision of assistance operations.

A representative of the competent authority of the Requesting Contracting Party shall entrust tasks solely to rescue team leaders from the Assisting Contracting Party who shall brief rescue team members about the particulars.

Article 16

Protection and support to rescue teams and individual experts work

The competent authorities of the Requesting Contracting Party shall provide adequate protection and assistance to rescue teams and individual experts from the Assisting Contracting Party taking part in providing assistance.

Article 17

Manner of financing assistance costs

The Assisting Contracting Party shall not be entitled to claim reimbursement of costs of provided assistance from the Requesting Contracting Party or of costs incurred as a result of use, damage or loss of rescue equipment.

The Requesting Contracting Party shall bear the costs of assistance provided at its request by natural persons or legal entities engaged by the Assisting Contracting Party.

Motor vehicles used in assistance operations shall be exempt from travel and other fees.

Should rescue teams and individual experts taking part in providing assistance run out of their supplies, the costs of their procurement, accommodation and the material needed by them until the end of provision of assistance shall be covered by the Requesting Contracting Party. If necessary, appropriate logistical support and emergency medical care shall be provided for them.

Article 18

Damage compensation

The Contracting Parties shall not submit any claims for indemnification of material damage on protection and rescue equipment, if the damage was caused by the rescue team or an individual expert assisting in the execution of rescue and assistance operations under this Agreement, unless it was caused intentionally or due to negligence.

The Contracting Parties shall not submit any claims for indemnification of material or non-material damage in case of bodily injury, permanent health consequences, or death of a member of the rescue team or an individual expert if these events occur in the course of rescue under this Agreement, unless they were caused intentionally or due to negligence.

Should damage be caused to a third person during the execution of tasks under this Agreement, the Requesting Contracting Party shall assume liability as if the damage were caused by its own rescue teams or individual experts taking part in providing assistance, unless it was caused intentionally or due to negligence by the rescue teams or individual experts of the Assisting Contracting Party.

The damage liability stipulated in paragraphs 1 and 2 of this Article shall arise upon arrival in the Requesting Contracting Party and shall continue until departure from its area.

The provisions of this Article shall also apply if any of the Contracting Parties is a Transit Contracting Party.

Article 19

Providing care and assistance to evacuees

Persons who, due to a disaster, have been evacuated from the area of one Contracting Party to the area of another Contracting Party shall receive, until the first opportunity for their return, all necessary supplies and assistance. The costs of assistance for and return of such persons shall be borne by the Contracting Party from where they have been evacuated, unless otherwise agreed by the Contracting Parties.

The Contracting Parties must ensure return for all persons who, due to being evacuated, are residing in one of the Contracting Parties.

Article 20

Use of means of communication

The competent authorities of the Contracting Parties shall provide mutual telephone, radio and other links among authorities, rescue teams and individual experts taking part in providing assistance, in accordance with this Agreement.

Article 21

Use of information

Information collected as a result of completed activities can be made available to a third party only upon written consent of the Contracting Parties.

Article 22

Termination of provision of assistance

Provision of assistance may be terminated if the Requesting Contracting Party withdraws the request for providing assistance or when the purpose of requesting assistance has been achieved.

Article 23

Settlement of disputes

A dispute arising from the interpretation or application of this Agreement shall be settled through negotiations.

Article 24

Relationship of the Agreement with other international treaties

This Agreement shall not affect the rights and obligations of the Contracting Parties arising from other international treaties.

Article 25

Final provisions

This Agreement shall be subject to ratification or approval in accordance with the domestic procedures of each Contracting Party. The Government of the Republic of North Macedonia shall act as Depositary of this Agreement.

This Agreement shall enter into force on the 30th (thirtieth) day following the date of the deposit of instruments of ratification by at least two Contracting Parties and shall produce legal effect only between those Contracting Parties.

This Agreement may be amended upon mutual consent of all Contracting Parties.

The Agreement shall remain in force indefinitely.

Each Contracting Party may withdraw from this Agreement notifying the Depositary in written form its intention to withdraw from this Agreement. In such case the Agreement shall cease to be in force for that Contracting Party 30 days as of the receipt of the notice by the Depositary.

The original of this Agreement in a single copy in the English language shall be deposited with the Depositary which shall transmit a certified copy to each Contracting Party.

Done in Skopje, on the twenty-ninth day of July, in the year two thousand twenty-one.

Aleksandar Vučić
President of the Republic of Serbia

Edi Rama
**Prime Minister of the Republic of
Albania**

Zoran Zaev
**President of the Government of the Republic of
North Macedonia**

**SPORAZUM
O SARADNJI U ZAŠTITI OD KATASTROFA
NA ZAPADNOM BALKANU**

Mi, učesnici sa Zapadnog Balkana, u daljem tekstu zajedno: Ugovorne strane i pojedinačno: Ugovorna strana,

Uvereni u neophodnost međusobne saradnje radi sprečavanja, odnosno ublažavanja posledica katastrofa,

Poštujući potpisane međunarodne sporazume,

Uvažavajući napore Ujedinjenih nacija u oblasti sprečavanja katastrofa i ublažavanja posledica,

Imajući u vidu Mehanizam civilne zaštite Evropske unije i njegov doprinos razvoju kapaciteta za brzo i efektivno reagovanje i druge međunarodne organizacije u smislu zaštite od posledica katastrofa,

Potvrđujući zajedničku nameru, interes i osnovu za unapređenje saradnje i partnerstva,

Sporazumeli smo se sledeće:

Član 1.

Predmet Sporazuma

Ugovorne strane ovim sporazumom uređuju okvir i uslove za dobrovoljno pružanje pomoći u slučaju katastrofa, a naročito u:

- planiranju i sprovođenju mera za zaštitu od poplava, zemljotresa, požara, zagađenja životne sredine, plovidbenih nesreća, radioloških opasnosti, različitih pandemijskih kao i industrijskih i drugih katastrofa;
- međusobnom obaveštavanju o opasnostima, nastanku i posledicama katastrofa;
- međusobnoj pomoći pri spasavanju, pružanju pomoći i otklanjanju posledica katastrofa korišćenjem kopnenih i vazdušnih snaga i vozila za intervenciju u slučajevima masovnih požara, poplava, zemljotresa i drugih katastrofa;
- obrazovanju i osposobljavanju pripadnika službi, jedinica za zaštitu i spasavanje, jedinica protivpožarne zaštite i drugih pripadnika spasilačkih timova kroz informativne sastanke, kurseve, obuke, seminare, i druge oblike saradnje, kao i organizovanje i obavljanje zajedničkih vežbi u oblasti spasavanja i pružanja pomoći itd.;
- razmeni naučnih i tehničkih podataka, kao i drugih dokumenata od značaja za zaštitu od katastrofa;
- saradnji pri razvoju i proizvodnji opreme za spasavanje i pružanje pomoći.

Član 2.

Cilj Sporazuma

Cilj ovog sporazuma je da Ugovorne strane, u skladu sa svojim raspoloživim kapacitetima, pomognu jedna drugoj u slučaju katastrofa, kad Ugovorna strana koja traži pomoć nije u mogućnosti da se suprotstavi posledicama katastrofa sopstvenim sredstvima.

Član 3.

Definicije

Izrazi koji se koriste u ovom sporazumu imaju sledeće značenje:

1. Ugovorna strana koja traži pomoć je Ugovorna strana čiji nadležni organ traži pomoć.

2. Ugovorna strana koja pruža pomoć je Ugovorna strana čiji nadležni organ odgovara na zahteve za pomoć.

3. Tranzitna ugovorna strana je Ugovorna strana preko čije teritorije treba da prođu jedinice za pomoć i oprema za potrebe jedne od Ugovornih strana ili za potrebe neke treće zemlje.

4. Katastrofa je ozbiljan poremećaj funkcionisanja zajednice ili društva u bilo kom obimu zbog opasnih događaja nastalih usled izloženosti, ranjivosti i nedostatka kapaciteta, a koji podrazumeva ljudske, materijalne, ekonomske ili ekološke gubitke i uticaje.

5. Obaveštenja i informacije o događaju su podaci o katastrofama koji se drugim Ugovornim stranama prenose radi upozorenja o opasnostima, mogućnostima nastanka katastrofa koje mogu ugroziti druge Ugovorne strane.

6. Zaštitne mere su preventivne i zaštitne aktivnosti za sprečavanje, ublažavanje i otklanjanje opasnosti koje ugrožavaju stanovništvo i/ili za očuvanje materijalnih dobara i životne sredine.

7. Spasavanje je preduzimanje konkretnih mera, aktivnosti i postupaka za zaštitu ljudi čiji su život ili zdravlje ugroženi, zaštitu životinja, vegetacije, imovine i kulturnog nasleđa od posledica katastrofa preduzimanjem konkretnih radnji kao odgovor na prirodne i druge katastrofe od strane eksperata, timova ili spasilačkih jedinica.

8. Spasilački timovi i pojedinačni eksperti koji učestvuju u pružanju pomoći su adekvatno obučena i opremljena lica koja Ugovorna strana koja pruža pomoć upućuje po zahtevu za pružanje pomoći.

9. Zaštitna, spasilačka i druga oprema su ukupna neophodna sredstva za pojedinačnu ili grupnu zaštitu i spasavanje, uključujući tehnička i druga sredstva za zaštitu i spasavanje koja upotrebljavaju spasilački timovi ili pojedinačni eksperti prilikom spasavanja ili pružanja pomoći, kao i sredstva logističke podrške.

10. Humanitarna pomoć su materijali, predmeti, sredstva, namirnice, pijaća voda, lekovi i medicinska sredstva namenjeni ugroženom, odnosno pogođenom stanovništvu u svrhu ublažavanja štetnih posledica katastrofa.

Član 4.

Nadležni organi

Ugovorne strane se diplomatskim putem uzajamno obaveštavaju o nadležnim organima za sprovođenje ovog sporazuma.

Ugovorne strane se uzajamno obaveštavaju o adresama i telekomunikacijskim vezama nadležnih organa iz stava 1. ovog člana, kao i o kontakt tačkama koje moraju biti dostupne u svakom trenutku.

Ugovorne strane se pismenim putem uzajamno obaveštavaju o eventualnim promenama nadležnih organa najkasnije u roku od 30 (trideset) dana od dana kada su promene nastale.

Organi iz stava 1. ovog člana ovlašćeni su da prilikom sprovođenja ovog sporazuma uspostave direktnu komunikaciju i u tu svrhu bliže uređuju standardne operativne procedure pružanja pomoći u slučaju katastrofa.

Član 5.

Razmene znanja i iskustava

Ugovorne strane se uzajamno obaveštavaju o naučnim i tehničkim dostignućima i iskustvima, u interesu predviđanja, ublažavanja i uklanjanja posledica katastrofa i efikasne zaštite i spasavanja. Razmena znanja, informacija i drugih dokumenata obuhvata informacije o katastrofama, informacije potrebne za izradu zajedničkog naučno-istraživačkog programa za slučaj ugroženosti, planova za slučaj opšte opasnosti od katastrofa i opasnosti koje su od zajedničkog interesa za Ugovorne strane, kao i saradnju u planiranju i spasavanju.

Saradnja u oblasti razmene znanja i iskustva obavlja se, u skladu sa zakonodavstvom Ugovornih strana. Ugovorne strane međusobno razmenjuju informacije u vezi sa svojim zakonodavstvom.

Ugovorne strane nastoje da efikasno koriste rezultate naučne i tehničke saradnje i pri saradnji sa drugim zemljama, a u vezi sa sprovođenjem ovog sporazuma.

Član 6.

Razvoj i proizvodnja zaštitne i spasilačke opreme

Ugovorne strane podstiču saradnju privrednih subjekata i ustanova u oblasti tehnološkog razvoja, proizvodnje opreme i sprovođenja zajedničkih programa za zaštitu i spasavanje.

Član 7.

Saradnja humanitarnih organizacija

Ugovorne strane podstiču saradnju ustanova, privrednih subjekata i humanitarnih organizacija u oblasti zaštite i spasavanja od katastrofa, shodno zakonodavstvu Ugovornih strana.

Član 8.

Obrazovanje i stručno usavršavanje

Ugovorne strane podstiču međusobnu saradnju u cilju obrazovanja i stručnog usavršavanja spasilačkih timova koji učestvuju u zaštiti i spasavanju:

1. uspostavljanjem neposredne komunikacije i saradnje između obrazovnih ustanova i podsticanjem razmene instruktora, predavača i drugih stručnjaka;
2. saradnjom u oblasti obrazovanja i obučavanja;
3. putem međusobne razmene nastavnih materijala i sredstava, kao i iskustava stečenih u oblasti zaštite i spasavanja, bitnih za obrazovanje i stručno usavršavanje;
4. organizovanjem zajedničkih vežbi u oblasti civilne zaštite i spasavanja;
5. Zajedničke vežbe će se obavljati na terenu i sa operativnim snagama.

Član 9.

Obaveza obaveštavanja o opasnostima

Ugovorne strane se uzajamno obaveštavaju o opasnostima i mogućem nastanku katastrofa koje mogu ugroziti druge Ugovorne strane.

U svrhu uzajamnog obaveštavanja, svaka Ugovorna strana prikuplja potrebne podatke i informacije i neposredno ih dostavlja nadležnim organima drugih Ugovornih strana.

Ugovorne strane se uzajamno obaveštavaju o katastrofama nastalim na području svake od njih.

Obaveštenje sadrži: opis nastale opasnosti ili događaja, informacije o mestu, vremenu, obimu i posledicama, kao i o preduzetim merama.

Obaveštenje iz st. 1, 2, 3. i 4. ovog člana može se proslediti usmeno ili pismeno, na jezicima Ugovornih strana i/ili na engleskom jeziku. Obaveštenja saopštena usmenim putem moraju se potvrditi i pismenim putem.

Za slanje i primanje obaveštenja o pretnjama, opasnostima i nastalim katastrofama, nadležni su organi iz člana 4. ovog sporazuma.

Član 10.

Zaštitne mere

Ugovorne strane u svrhu sprečavanja, odnosno smanjenja zajedničke opasnosti planiraju i preduzimaju odgovarajuće zajedničke zaštitne mere.

Ugovorne strane takođe preduzimaju preventivne mere i aktivnosti u cilju zaštite i spasavanja i unapređenja ustanova za ublažavanja opasnosti i posledica prirodnih i drugih katastrofa.

Član 11.

Traženje i pružanje pomoći

Ugovorna strana koja je pretrpela katastrofu može od drugih Ugovornih strana tražiti pomoć. Ova pomoć se može odnositi na spasilačke timove, pojedinačne eksperte, zaštitnu i spasilačku opremu, kao i na međunarodnu humanitarnu pomoć.

Zahtev za pomoć iz stava 1. ovog člana mora da sadrži: informacije o katastrofi (datum, vreme i lokaciju), vrsti i obimu potrebne pomoći, ustanovama i licima sa kojima se uspostavlja veza, kao i predlog načina dostavljanja pomoći.

Zahtev iz stava 2. ovog člana podnosi se na engleskom jeziku.

Ugovorna strana koja pruža pomoć obaveštava Ugovornu stranu koja traži pomoć o svojim sredstvima koja može staviti na raspolaganje, kao i o mogućnostima i načinu pružanja pomoći. Nadležni organ Ugovorne strane koja pruža pomoć dostavlja nadležnom organu Ugovorne strane koja traži pomoć spisak članova spasilačkih timova, pojedinačnih eksperata i popisne liste zaštitne i spasilačke opreme i humanitarne pomoći.

Pružanje pomoći odvija se u skladu sa zakonodavstvom Ugovornih strana.

Za slanje i primanje zahteva za pomoć, nadležni su organi iz člana 4. ovog sporazuma.

Član 12.

Procedure prelaženja prelaza za potrebe spasavanja i pružanja pomoći

Prilikom spasavanja i pružanja pomoći kao i uklanjanja posledica katastrofe, Ugovorne strane odobravaju spasilačkim timovima i pojedinačnim ekspertima koji učestvuju u pružanju pomoći pojednostavljenu proceduru prelaska prelaza.

U slučaju iz stava 1. ovog člana, spasilački timovi i pojedinačni eksperti koji učestvuju u spasavanju i pružanju pomoći mogu prelaziti na zvaničnim prelazima ili na prelazima koji nisu zvanični, na osnovu prethodno dostavljenog spiska članova spasilačkih timova i pojedinačnih eksperata uz saglasnost nadležnih organa.

Članovi spasilačkih timova i pojedinačni eksperti koji učestvuju u pružanju pomoći mogu za vreme pružanja pomoći na području Ugovorne strane koja traži pomoć boraviti bez vize i dozvole boravka. Vođe spasilačkih timova moraju dati na uvid ispravu kojom se dokazuje njihovo ovlašćenje i zadatak u pružanju pomoći, kao i spisak članova njihovih timova za spasavanje, pri čemu su obe isprave na jeziku Ugovorne strane koja pruža pomoć i/ili na engleskom jeziku.

Članovi spasilačkih timova i pojedinačni eksperti koji učestvuju u pružanju pomoći imaju pravo da na području druge Ugovorne strane nose sopstvenu uniformu.

Na područje druge Ugovorne strane nije dozvoljeno prenositi oružje, municiju i eksplozivna sredstva.

U slučaju nastanka katastrofe, građani Ugovornih strana kao i građani trećih zemalja mogu prelaziti prelaze na zvaničnim prelazima ili na prelazima koji nisu zvanični, uz obavezu prijavljivanja boravka nadležnoj jedinici policije.

Ugovorne strane poštuju odredbe iz st. 1, 2, 3, 4, 5, 6. i 7. ovog člana i u slučaju kada je jedna od njih tranzitna Ugovorna strana. U najkraćem roku nadležni

organi Ugovornih strana uzajamno se obaveštavaju o potrebama tranzita, utvrđuju postupak realizacije i, prema ukazanoj potrebi, prilikom tranzita spasilačkom timu koji učestvuje u pružanju pomoći obezbeđuju službenu pratnju.

Član 13.

Procedure unošenja, iznošenja i transporta materijala preko prelaza prilikom spasavanja i pružanja pomoći

Ugovorne strane pojednostavljaju procedure unošenja, iznošenja i transporta preko prelaza spasilačke i druge opreme koja je potrebna za pružanje međunarodne pomoći, kao i sredstava koja su potrebna za njihove sopstvene potrebe, odnosno za samodovoljnost spasilačkog tima. Prilikom prelaska prelaza, vođa spasilačkog tima predaje nadležnim carinskim organima Ugovorne strane koja traži pomoć popisne liste spasilačke opreme, odnosno humanitarne pomoći.

Popisne liste iz stava 1. ovog člana su na zvaničnom jeziku Ugovorne strane koja pruža pomoć i/ili na engleskom jeziku.

Spasilački timovi i pojedinačni eksperti koji učestvuju u pružanju pomoći mogu preko prelaza preneti jedino zaštitnu i spasilačku opremu, sredstva koja su potrebna za njihovo snabdevanje i delovanje i humanitarnu pomoć.

Zabrane ili ograničenja koja se primenjuju na međunarodni prevoz robe ne primenjuju se na prevoz zaštitne i spasilačke opreme i međunarodnu humanitarnu pomoć. Zaštitna, spasilačka i druga oprema koja se ne potroši tokom pružanja pomoći, vraća se Ugovornoj strani koja pruža pomoć. Ukoliko se neiskorišćena spasilačka oprema ostavlja kao međunarodna humanitarna pomoć, vrsta, količina i mesto gde se nalazi oprema prijavljuju se nadležnom organu Ugovorne strane koja traži pomoć, koja, nakon prihvatanja pomoći, o tome obaveštava nadležne carinske organe. U tom slučaju, primenjuje se zakonodavstvo Ugovorne strane koja traži pomoć.

Odredba iz stava 3. ovog člana odnosi se i na unošenje lekova koji sadrže narkotike i psihotropne supstance u Ugovornu stranu koja traži pomoć i vraćanje neutrošenih količina Ugovornoj strani koja pruža pomoć. Unošenje i iznošenje narkotika i psihotropnih materija ne tretira se kao uvoz i izvoz robe u smislu međunarodnih ugovora o opojnim drogama. Lekovi koji sadrže narkotike i psihotropne supstance mogu se uneti samo u količinama koje su potrebne za hitnu medicinsku pomoć, a mogu se upotrebljavati samo pod nadzorom medicinskog osoblja sa odgovarajućom stručnom spremom u skladu sa zakonodavstvom Ugovorne strane koja traži pomoć. Ugovorna strana koja traži pomoć obaveštava Ugovornu stranu koja pruža pomoć o potrošenim lekovima koji sadrže narkotike i psihotropne supstance.

Ugovorne strane dopuštaju upotrebu neophodne zaštitne i spasilačke opreme i humanitarne pomoći Ugovorne strane koja pruža pomoć bez sprovođenja formalnog postupka, plaćanja depozita i drugih davanja.

Član 14.

Upotreba vazduhoplova i plovila za prevoz spasilačkih timova i pomoći

Vazduhoplovi i plovila se mogu koristiti za hitan prevoz spasilačkih timova ili pojedinačnih eksperata koji učestvuju u pružanju pomoći, kao i za druge oblike pomoći u skladu sa ovim sporazumom.

O korišćenju vazduhoplova i plovila pri spasavanju i pružanju pomoći, Ugovorna strana koja pruža pomoć odmah obaveštava nadležni organ Ugovorne strane koja traži pomoć i dostavlja mu tačne podatke o vrsti i oznakama

vazduhoplova ili plovila i posadi. Vreme, predviđeni smer kretanja i mesto sletanja ili pristajanja određuje Ugovorna strana koja traži pomoć.

Za posade vazduhoplova i plovila kao i za spasilačke timove i pojedinačne eksperte koji učestvuju u pružanju pomoći shodno se primenjuju odredbe člana 12. ovog sporazuma koje se odnose na prelaženje prelaza, dok se za vazduhoplove i plovila, prevezenu zaštitnu i spasilačku opremu odnosno sredstva međunarodne humanitarne pomoći primenjuju odredbe člana 13. ovog sporazuma.

Korišćenje vazduhoplova u spasavanju i pružanju pomoći u Ugovornoj strani koja traži pomoć vrši se u skladu sa propisima o vazдушnom saobraćaju te Ugovorne strane.

Ugovorna strana koja pruža pomoć ima obavezu dostavljanja plana leta pružaocu usluga u vazdušnoj plovidbi u Ugovornoj strani koja traži pomoć. Pored predviđenih obaveznih elemenata, plan leta koji se podnosi za korišćenje vazduhoplova mora da sadrži i pozivanje na ovaj sporazum.

Korišćenje kopnenih, vazdušnih i vodenih vozila za prevoz spasilačkih timova u svrhu primene ovog sporazuma, dozvoljeno je samo uz saglasnost nadležnog organa Ugovorne strane koja traži pomoć.

Član 15.

Nadležnost za vođenje spasavanja i pružanja pomoći

Za vođenje spasavanja i pružanja pomoći u svim slučajevima nadležni su organi Ugovorne strane koja traži pomoć.

Predstavnik nadležnog organa Ugovorne strane koja traži pomoć poverava zadatke isključivo vođama spasilačkih timova Ugovorne strane koja pruža pomoć koji sa pojedinostima upoznaju članove spasilačkog tima.

Član 16.

Zaštita i podrška radu spasilačkih timova i pojedinačnih eksperata

Nadležni organi Ugovorne strane koja traži pomoć moraju obezbediti odgovarajuću zaštitu i pomoć spasilačkim timovima i pojedinačnim ekspertima Ugovorne strane koja pruža pomoć, a koji učestvuju u pružanju pomoći.

Član 17.

Način finansiranja troškova pomoći

Ugovorna strana koja pruža pomoć nema pravo da zahteva naknadu troškova za pruženu pomoć od Ugovorne strane koja traži pomoć, kao ni naknadu troškova koji bi nastali zbog upotrebe, oštećenja ili gubitka spasilačke opreme.

Ugovorna strana koja traži pomoć snosi troškove pomoći koju, na njen zahtev, pružaju fizička ili pravna lica koja angažuje Strana koja pruža pomoć.

Motorna vozila koja se koriste u pružanju pomoći oslobođena su plaćanja putnih i drugih naknada.

Ukoliko spasilački timovi i pojedinačni eksperti koji učestvuju u pružanju pomoći potroše zalihe, troškove njihovog snabdevanja, smeštaja i materijala za njihove potrebe do kraja pružanja pomoći snosi Ugovorna strana koja traži pomoć. Po potrebi, obezbeđuje im se odgovarajuća logistička podrška i hitna medicinska pomoć.

Član 18.

Naknada štete

Ugovorne strane ne podnose zahteve za naknadu materijalne štete nastale na zaštitnoj i spasilačkoj opremi, ukoliko je štetu prouzrokovao spasilački tim ili pojedinačni ekspert koji pomaže u obavljanju spasilačkih zadataka i pružanju pomoći na osnovu ovog sporazuma, osim ukoliko nije prouzrokovana namerno ili nepažnjom.

Ugovorne strane ne podnose zahteve za naknadu materijalne ni nematerijalne štete u slučaju telesne povrede, trajnih posledica po zdravlje i u slučaju smrti člana spasilačkog tima ili pojedinačnog eksperta ako one nastupe u toku spasavanja na osnovu ovog sporazuma, osim ukoliko nije prouzrokovana namerno ili nepažnjom.

Ukoliko se pri sprovođenju zadataka iz ovog sporazuma prouzrokuje šteta trećem licu, odgovornost za štetu preuzima Ugovorna strana koja traži pomoć kao da su štetu prouzrokovali njeni spasilački timovi ili pojedinačni eksperti koji učestvuju u pružanju pomoći, osim ukoliko štetu nisu namerno ili nepažnjom prouzrokovali spasilački timovi ili pojedinačni eksperti Ugovorne strane koja pruža pomoć.

Odgovornost za naknadu štete predviđene st. 1. i 2. ovog člana, nastaje u trenutku dolaska u Ugovornu stranu koja traži pomoć i traje do napuštanja njenog područja.

Odredbe ovog člana primenjuju se i u slučaju ako je bilo koja od Ugovornih strana tranzitna Ugovorna strana.

Član 19.

Zbrinjavanje i pružanje pomoći evakuisanim licima

Lica koja su usled nastanka katastrofe evakuisana iz područja jedne Ugovorne strane na područje druge Ugovorne strane, primaju do svog prvog mogućeg povratka svo potrebno snabdevanje i pomoć. Troškove pomoći i povratka tih lica snosi Ugovorna strana iz koje su evakuisani, ukoliko se Ugovorne strane ne dogovore drugačije.

Ugovorne strane moraju omogućiti povratak svim licima koja usled evakuacije borave u jednoj od Ugovornih strana.

Član 20.

Upotreba sredstava komunikacije

Nadležni organi Ugovornih strana obezbeđuju međusobne telefonske, radio i druge veze među organima, spasilačkim timovima i pojedinačnim ekspertima koji učestvuju u pružanju pomoći, u skladu sa ovim sporazumom.

Član 21.

Korišćenje informacija

Informacije prikupljene kao rezultat završenih aktivnosti mogu biti dostupne trećoj strani samo uz pismenu saglasnost Ugovornih strana.

Član 22.

Prestanak pružanja pomoći

Do prestanka pružanja pomoći može doći u slučaju da Ugovorna strana koja traži pomoć povuče zahtev za pružanje pomoći ili kada je ispunjena svrha zbog koje je pomoć tražena.

Član 23.

Rešavanje sporova

Spor koji nastane u vezi sa tumačenjem ili primenom ovog sporazuma rešava se pregovorima.

Član 24.

Odnos Sporazuma sa drugim međunarodnim ugovorima

Ovaj sporazum ne utiče na prava i obaveze Ugovornih strana koji proizilaze iz drugih međunarodnih ugovora.

Član 25.

Završne odredbe

Ovaj sporazum podleže ratifikaciji ili odobrenju u skladu sa domaćim procedurama svake Ugovorne strane. Depozitar ovog sporazuma je Vlada Republike Severne Makedonije.

Ovaj sporazum stupa na snagu 30. (tridesetog) dana od dana deponovanja instrumenata ratifikacije od strane najmanje dve Ugovorne strane i proizvodi pravno dejstvo samo među tim Ugovornim stranama.

Ovaj sporazum može se izmeniti i dopuniti uz međusobnu saglasnost svih Ugovornih strana.

Sporazum ostaje na snazi neodređeno vreme.

Svaka Ugovorna strana može se povući iz ovog sporazuma dostavljanjem pismenog obaveštenja depozitaru o svojoj nameri da se povuče iz ovog sporazuma. U tom slučaju, ovaj sporazum prestaje da bude na snazi za tu Ugovornu stranu 30 dana od dana kada depozitar primi obaveštenje.

Original ovog sporazuma u jednom primerku na engleskom jeziku deponuje se kod depozitara koji svakoj Ugovornoj strani dostavlja po jedan overeni primerak.

Sačinjeno u Skoplju dana dvadeset devetog jula dve hiljade dvadeset prve godine.

Александар Вучић, с.р.
председник
Републике Србије

Еди Рама, с.р.
председник Владе
Републике Албаније

Зоран Заев, с.р.
председник Владе
Републике Северне Македоније

Član 3.

Ovaj zakon stupa na snagu osmog dana od dana objavljivanja u „Službenom glasniku Republike Srbije – Međunarodni ugovori”.