

AGREEMENT ESTABLISHING THE WESTERN BALKANS CYBER CAPACITY CENTRE (WB3C)

PREAMBLE

The Contracting Parties to this Agreement,

Considering the Letter of Intent between the Ministry for Europe and Foreign Affairs of the French Republic, the Ministry of Foreign Affairs of Montenegro and the Ministry of Foreign Affairs of the Republic of Slovenia on the Development of the Western Balkans Cyber Capacity Centre (WB3C), signed in Podgorica on 16 November 2022,

Guided by the desire to strengthen the stability and security of cyberspace worldwide,

Reaffirming their support to a cyberspace that is open, safe, stable, non-fragmented, peaceful and accessible to all,

Recognising that the rise in malicious cyber activities now represents one of the major threats to the regional security environment,

Aware of the need to strengthen resilience in the Western Balkan countries in the field of cyberspace,

Highlighting the need to develop enhanced cooperation among all regional stakeholders to combat these threats,

Desiring to establish a regional hub that will foster advanced and relevant training programmes to key personnel in public and other critical infrastructure in the region as well as cooperation in developing a cyberspace syllabus in the regional academic realm,

Have agreed as follows:

I. ESTABLISHMENT

Article 1 Definitions

For the purposes of this Agreement the following definitions shall apply:

- a) "Agreement" means this Agreement Establishing the Western Balkans Cyber Capacity Centre (hereinafter "WB3C");
- b) "Founding Member" means France, Montenegro or Slovenia;
- c) "Other WB6 Participant" means Albania, Bosnia and Herzegovina, Kosovo*, North Macedonia or Serbia,

- d) "Other WB6 Member" means Albania, Bosnia and Herzegovina, Kosovo,* North Macedonia or Serbia, provided that it is a Party to this Agreement;
- e) "Other Member" means a country or a regional or international organisation that is not a Founding Member or any other WB6 member, provided that it is a Party to this Agreement;
- f) "WB3C Member" means any Founding Member, Other WB6 Member or Other Member;
- g) "Members of the Governing Board" means representatives of a WB3C Member;
- h) "Members of the Advisory Board" means representatives of the WB3C Members whose participation in the Advisory Board has been approved by the Governing Board;
- i) "Staff" means any employee of the WB3C;
- j) "Rules of Procedure" means the fundamental provisions governing the functioning of the WB3C, adopted by the Governing Board.

Article 2

Establishment and Status

1. The full name of the international organisation shall be: "Western Balkans Cyber Capacity Centre" (WB3C).
2. The WB3C is hereby established under international law as an international and intergovernmental organisation.
3. The WB3C shall possess international legal personality.

Article 3

Headquarters

1. The WB3C shall have its headquarters in Podgorica, Montenegro.
2. The conditions of establishment of the WB3C shall be defined in a Headquarters Agreement.

Article 4

Purpose and Activities

1. The purpose of the WB3C shall be enhancing the cyber resilience of the Western Balkans by promoting a cyberspace culture through training and awareness, developing the expertise of active practitioners and creating a regional cooperation network.
2. The WB3C shall perform the following activities:
 - a) Conduct training courses aimed at:
 - Disseminating cyberspace culture,
 - Strengthening operational capacities,
 - Promoting regional and international cooperation;
 - b) Facilitating the exchange of experience, information and best practices in order to foster capacity building in the field of cybersecurity;
 - c) Support the development of a syllabus in the regional academic realm on issues relating to cyberspace;

* This designation is without prejudice to positions on status of Kosovo, and is in line with UNSC Resolution 1244 and the ICJ Opinion on the Kosovo Declaration of Independence.

3. The activities of the WB3C shall be focused on, but not limited to, cybersecurity, the fight against cybercrime, and international cyberspace cooperation.

II. MEMBERS of the WB3C

Article 5

Founding Members

1. The Founding Members of the WB3C are France, Montenegro and Slovenia.
2. The Founding Members shall provide the initial capital for the functioning of the WB3C and a yearly contribution according to Article 13.
3. Each Founding Member shall have two representatives on the Governing Board.

Article 6

Other WB6 Members

1. Other WB6 Participants may become a member of the WB3C by acceding to this Agreement.
2. Each of the Other WB6 Members shall have one representative in the Governing Board.
3. Other WB6 Members shall have the obligation to pay a yearly membership contribution decided by the Governing Board.
4. In case of failure to pay the compulsory annual contribution, the voting right of such Member's representative may be suspended in accordance with the Rules of Procedure.

Article 7

Other Members

1. Other countries and international organisations may become Members of the WB3C by acceding to this Agreement if their request for membership is endorsed by a minimum of a two-thirds majority vote of the Governing Board.
2. Each Other Member shall have one representative in the Governing Board.
3. Other Members shall have the obligation to pay a yearly membership contribution decided by the Governing Board.
4. In case of failure to pay the compulsory annual contribution, the voting right of such Member's representative may be suspended in accordance with the Rules of Procedure.

Article 8

Suspension of Membership Rights

The Governing Board may suspend some or all membership rights of a Member by a three-quarters majority vote following a procedure defined by the Rules of Procedure. The reason for suspension may be serious failings on the part of a WB3C member with regard to the common cybersecurity and stability goals of the WB3C.

III. GOVERNANCE AND ORGANISATION

Article 9

WB3C Structure

1. The WB3C shall have the following principal bodies:
 - a) the Governing Board;
 - b) the Advisory Board; and
 - c) the Secretariat.
2. The Governing Board may establish subsidiary bodies as it finds necessary for the exercise of its functions in accordance with this Agreement.

Article 10

Governing Board

1. Each Founding Member shall have two representatives and all the WB3C members shall have one representative.
2. The Founding Members shall inform one another of the designation of their representatives at the first session of the Governing Board no later than on the thirtieth day after this Agreement enters into force.
3. Each representative shall have one vote.
4. Each representative may have an appointed deputy to take over his or her duties and to vote in case of his or her absence.
5. The Governing Board shall make decisions by simple majority vote, except for:
 - a) the adoption of the Rules of Procedure,
 - b) the admission of new members,
 - c) the approval of the amendments to this Agreement,which shall be decided by a qualified majority, with a minimum of a two-thirds majority vote. In accordance with Article 8 of this Agreement, the suspension of membership rights shall be decided by a three-quarters majority vote.
6. The Governing Board shall:
 - a) Supervise the activities of the WB3C;
 - b) Adopt the work programme and the final programme report as well the annual budget;
 - c) Adopt the final programme and financial statements;
 - d) Appoint the Director General, the Programme Director and the External Auditor;
 - e) Grant discharge to the Director General and the Programme Director;
 - f) Appoint the members of the Advisory Board;
 - g) Appoint additional members of the Advisory Board
 - h) Adopt the Rules of Procedure and other internal regulations of the WB3C;
 - i) Approve amendments to this Agreement;
 - j) Authorise the Director General to negotiate international agreements on behalf of the WB3C;
 - k) Approve the conclusion of international agreements;
 - l) Any other functions or duties pursuant to this Agreement and the Rules of Procedure.

Article 11
Advisory Board

1. Each WB3C Member may have a representative on the Advisory Board.
2. If the Advisory Board works in subcommittees, each WB3C member may have a representative on each subcommittee.
3. Additional members of the Advisory Board may be designated by a minimum of simple majority vote of the Governing Board.
4. The Programme Director shall chair the Advisory Board, present the programme plan and the final programme report for approval to the Governing Board, recruit experts and implement the programme.
5. The Advisory Board shall prepare the work programme and a multi-year programme development plan.

Article 12
Secretariat

1. The Director General shall be the legal representative of the WB3C.
2. The Governing Board shall select the Director General in a competitive selection procedure by a minimum of simple majority vote.
3. Three members of the Governing Board, one representative from each of the Founding Members, shall execute the rights and duties of an employer in the employment relationship between the WB3C and the Director General and shall collectively represent the WB3C when the Director General has not been appointed. These three members of the Governing Board may designate a deputy Director General.
4. The Director General shall present to the Governing Board proposals concerning the annual budget and the financial report and amendments to the Rules of Procedure and to other internal regulations.
5. The Director General may conclude contracts to employ staff in accordance with Montenegrin labour legislation, if so planned in the adopted annual budget.
6. The Director General may also conclude contracts with staff posted to the WB3C in accordance with national rules and WB3C rules concerning posting of staff members from WB3C member countries, if so planned in the adopted annual budget.

IV. FINANCING

Article 13
Financial Resources and Liability

1. Members of the WB3C shall be jointly and severally liable for the coverage of the fixed costs of the WB3C.
2. The WB3C shall be financed by monetary and in-kind contributions from its members, partners and donors.
3. The amounts of annual contributions due from members shall be decided by the Governing Board.

V. RULES OF PROCEDURE AND OTHER INTERNAL REGULATIONS

Article 14

Rules of Procedure and Other Internal Regulations

1. The Governing Board shall adopt the Rules of Procedure of the WB3C by a two-thirds majority vote.
2. The Rules of Procedure shall be adopted at the first session of the Governing Board following establishment of the WB3C.
3. The Governing Board may adopt additional internal regulations under the same conditions of adoption as the Rules of Procedure.

VI. DATA PROCESSING AND SECURITY VETTING

Article 15

Data Processing

The data protection rules applicable to the WB3C shall be detailed in the Rules of Procedure adopted by the Governing Board, in accordance with the international and, if applicable, European obligations of the Parties.

Article 16

Security Vetting

Selected candidates for employment at the WB3C shall be required to submit to security vetting by the competent authorities of the Founding Members. Such security vetting shall be conducted in accordance with the internal legislation of the Founding Members.

VII. FINAL PROVISIONS

Article 17

Reservations

No reservations may be made to this Agreement.

Article 18

Signature, Ratification, Approval and Accession

1. This Agreement shall be open for signature to the three Founding Members.
2. This Agreement is subject to ratification or approval by the Founding Members in accordance with their respective legal requirements.
3. This Agreement shall be open for accession to Other WB6 Participants.
4. This Agreement shall be open for accession to other states and international organisations upon obtaining prior written approval from the Governing Board.
5. Instruments of ratification, approval or accession shall be deposited with the Depository.

Article 19
Entry Into Force

1. This Agreement shall enter into force on the thirtieth day after the date of last instrument of ratification or approval has been deposited with the Depository by the Founding Members.
2. For each state or international organisation which accedes to this Agreement, this Agreement shall enter into force on the date of the deposit of its instrument.

Article 20
Amendments

1. Amendments to this Agreement may be proposed to the Governing Board by any WB3C Member.
2. Amendments shall enter into force for all WB3C Members:
 - a) When approved by the Governing Board by a two-thirds majority vote; and
 - b) After all WB3C Members have consented to be bound by the amendment in accordance with their respective internal legal procedures by depositing an instrument of ratification, acceptance, approval or accession with the Depository.
3. The Depository shall inform the Members of the entry into force of the amendment.

Article 21
Withdrawal

1. After its entry into force, any Contracting Party may withdraw from this Agreement by sending a written notification to the Depository of this Agreement, which shall immediately inform the other WB3C Members.
2. The withdrawal shall take effect six (6) months after the date of receipt of the aforementioned written notification by the Depository.
3. Unless all remaining WB3C Members agree otherwise, a withdrawal shall not release the withdrawing Member from its financial obligations for the financial year in the course of which the notice of withdrawal was given.

Article 22
Termination

1. This Agreement may be terminated by mutual consent of WB3C Members.
2. In case of termination of this Agreement, the WB3C shall endeavour to complete any ongoing projects.
3. After the completion of such activities the property of the WB3C itself shall be transferred to WB3C Members in proportion to their investments and annual contributions.
4. The liquidation of the WB3C shall take effect at the latest one year after termination.

Article 23
Settlement of Disputes

1. Any dispute relating to the interpretation or implementation of this Agreement, including the interpretation and implementation of the respective rights and obligations of WB3C Members, shall be settled amicably by consultations and negotiations.
2. Any dispute that is not settled by means of negotiations or other agreed modes of settlement shall be submitted to an arbitral tribunal composed of three arbitrators, whose decision shall be final and binding for the Parties. Each of the parties to the dispute shall appoint an arbitrator and the two arbitrators so appointed shall designate by common agreement the third arbitrator, who shall be the President of the tribunal. The President of the tribunal shall not be a national of one of the parties to the dispute, nor have his or her usual place of residence in the territory of one of these parties, nor be employed by one of them, nor have already dealt with the case in any other capacity. In disputes between more than two parties, parties in the same interest shall appoint one arbitrator jointly by agreement. Any vacancy shall be filled in the manner prescribed for the initial appointment. If the parties do not agree on the subject-matter of the dispute before the President of the arbitral tribunal is designated, the arbitral tribunal shall determine the subject-matter.

Article 24
Depositary

1. The Government of Montenegro, through the Ministry of Foreign Affairs, shall be the Depositary.
2. The Depositary shall, upon the entry into force of this Agreement, ensure its registration with the Secretariat of the United Nations Organization, in accordance with Article 102 of the Charter of the United Nations.
3. The original of this Agreement, in a single copy in the English and French languages shall be deposited with the Depositary, which shall transmit a certified copy to each Founding Member and to any state, regional or international organisation wishing to accede to this Agreement.

IN WITNESS WHEREOF, the undersigned, being duly authorised thereto, have signed this Agreement.

Done at Tirana on 16 October 2023 in the English and French languages, both texts being equally authentic.

**FOR
THE FRENCH REPUBLIC**

The Minister of State
for Europe
Laurence Boone



**FOR
MONTENEGRO**

The President of
Government
Dritan Abazović



**FOR
THE REPUBLIC OF SLOVENIA**

The President
Nataša Pirc Musar

