

ZAKON

O RATIFIKACIJI SPORAZUMA O USTANOVITVI CENTRA ZA KIBERNETSKO ZMOGLJIVOST NA ZAHODNEM BALKANU (WB3C) (MUCKZZB)

1. člen

Ratificira se Sporazum o ustanovitvi Centra za kibernetško zmogljivost na Zahodnem Balkanu (WB3C), podpisan v Tirani 16. oktobra 2023.

2. člen

Sporazum se v izvirniku v angleškem jeziku in prevodu v slovenskem jeziku glasi:

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;

* 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.

- 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;

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 Depositary.

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 Depositary 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 Depositary.

3. The Depositary 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 Depositary 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 Depositary.

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 (s)

**FOR
MONTENEGRO**

The President of
Government
Dritan Abazović (s)

**FOR
THE REPUBLIC OF SLOVENIA**

The President
Nataša Pirc Musar (s)

**SPORAZUM O USTANOVITVI CENTRA ZA KIBERNETSKO ZMOGLJIVOST NA ZAHODNEM
BALKANU (WB3C)**

PREAMBULA

Pogodbenice tega sporazuma so se

ob upoštevanju Pisma o nameri med Ministrstvom za evropske in zunanje zadeve Francoske republike, Ministrstvom za zunanje zadeve Črne Gore in Ministrstvom za zunanje zadeve Republike Slovenije glede vzpostavitve Centra za kibernetско zmogljivost na Zahodnem Balkanu (WB3C), podpisanega v Podgorici 16. novembra 2022,

v želji po večji stabilnosti in varnosti kibernetiskega prostora po vsem svetu,

v ponovno potrditev svoje podpore kibernetickemu prostoru, ki je odprt, varen, stabilen, miroljuben, nerazdrobljen in dostopen vsem,

ob zavedanju, da je porast zlonamernih kibernetickih dejanj zdaj ena največjih groženj za regionalno varnostno okolje,

ob zavedanju, da je treba okrepiti kiberneticko odpornost v državah Zahodnega Balkana,

ob poudarjanju dejstva, da je treba v boju proti tem grožnjam vzpostaviti okrepljeno sodelovanje med vsemi regionalnimi deležniki,

v želji po ustanovitvi regionalnega vozlišča, ki bo spodbujalo napredne in ustrezne programe izobraževanj za ključno osebje v javni in drugi kritični infrastrukturi v regiji ter sodelovanje pri pripravi učnih programov s kiberneticko vsebino v regionalnih akademskih institucijah,

dogovorile:

I. USTANOVITEV

1. člen

Pomen izrazov

V tem sporazumu:

- a) »sporazum« pomeni Sporazum o ustanovitvi Centra za kiberneticko zmogljivost na Zahodnem Balkanu (v nadaljnjem besedilu: WB3C);
- b) »ustanovna članica« pomeni Francijo, Črno Goro ali Slovenijo;
- c) »druga država iz skupine WB6« pomeni Albanijo, Bosno in Hercegovino, Kosovo*, Severno Makedonijo ali Srbijo;
- d) »druga članica iz skupine WB6« pomeni Albanijo, Bosno in Hercegovino, Kosovo*, Severno Makedonijo ali Srbijo, če je tudi pogodbenica tega sporazuma;

* To poimenovanje ne posega v stališča o statusu Kosova ter je v skladu z Resolucijo VS ZN 1244 in mnenjem Meddržavnega sodišča o razglasitvi neodvisnosti Kosova.

- e) »druga članica« pomeni državo ali regionalno ali mednarodno organizacijo, ki ni ustanovna članica ali druga članica iz skupine WB6, če je pogodbenica tega sporazuma;
- f) »članica WB3C« pomeni katerokoli ustanovno članico, drugo članico iz skupine WB6 ali drugo članico;

- g) »člani upravnega odbora« pomeni predstavnike članic WB3C;
- h) »člani svetovalnega odbora« pomeni predstavnike članic WB3C, katerih sodelovanje v svetovalnem odboru je potrdil upravni odbor;
- i) »osebje« pomeni vse zaposlene v WB3C;
- j) »poslovník« pomeni temeljna pravila o delovanju WB3C, ki jih sprejme upravni odbor.

2. člen

Ustanovitev in status

1. Polno ime mednarodne organizacije je Center za kibernetško zmogljivost na Zahodnem Balkanu (Western Balkans Cyber Capacity Centre – WB3C).
2. WB3C je ustanovljen po mednarodnem pravu kot mednarodna in medvladna organizacija.
3. WB3C je subjekt mednarodnega prava.

3. člen

Sedež

1. WB3C ima sedež v Podgorici v Črni Gori.
2. Pogoji za ustanovitev WB3C se opredelijo v sporazumu o sedežu.

4. člen

Namen in dejavnosti

1. Namen WB3C je povečati kibernetško odpornost Zahodnega Balkana, tako da z izobraževanjem in osveščanjem spodbuja kibernetško kulturo, razvija strokovno znanje aktivnih izvajalcev in vzpostavi regionalno mrežo za sodelovanje.
2. WB3C opravlja naslednje dejavnosti:
 - a) izvaja tečaje za usposabljanje ob upoštevanju naslednjih ciljev:

- širjenje kibernetike kulture,
 - krepitev operativnih zmogljivosti,
 - spodbujanje regionalnega in mednarodnega sodelovanja;
- b) omogoča izmenjavo izkušenj, informacij in dobrih praks za krepitev zmogljivosti na področju kibernetike varnosti;
- c) v regionalnih akademskih ustanovah podpira pripravo učnih programov o vsebinah, povezanih s kibernetikim prostorom.

3. Dejavnosti WB3C so osredotočene zlasti na kibernetiko varnost, boj proti kibernetiki kriminaliteti in mednarodno kibernetiko sodelovanje.

II. ČLANICE WB3C

5. člen

Ustanovne članice

1. Ustanovne članice WB3C so Francija, Črna Gora in Slovenija.
2. Ustanovne članice zagotovijo začetni kapital za delovanje WB3C in plačujejo letno članarino v skladu s 13. členom.
3. Vsaka ustanovna članica ima v upravnem odboru dva predstavnika.

6. člen

Druge članice iz skupine WB6

1. S pristopom k sporazumu lahko postanejo članice WB3C tudi druge države iz skupine WB6.
2. Vse druge članice iz skupine WB6 imajo v upravnem odboru po enega predstavnika.
3. Druge članice iz skupine WB6 morajo plačati letno članarino, ki jo določi upravni odbor.
4. Če druga članica iz skupine WB6 ne plača obvezne letne članarine, se v skladu z določbami poslovnika njenemu predstavniku lahko začasno odvzame glasovalna pravica.

7. člen

Druge članice

1. S pristopom k sporazumu lahko postanejo članice WB3C tudi druge države in mednarodne organizacije, če njihovo prošnjo za članstvo odobri upravni odbor z dvotretjinsko večino.

2. Vse druge članice imajo v upravnem odboru po enega predstavnika.

3. Druge članice morajo plačati letno članarino, ki jo določi upravni odbor.

4. Če druga članica ne plača obvezne letne članarin, se v skladu z določbami poslovnika njenemu predstavniku lahko začasno odvzame glasovalna pravica.

8. člen

Začasni odvzem članskih pravic

Upravni odbor lahko s tričetrtinsko večino po postopku, ki je opredeljen v poslovniku, članici začasno odvzame nekatere ali vse članske pravice. Razlog za začasni odvzem je lahko resno odstopanje članice WB3C od skupnih ciljev WB3C glede kibernetске varnosti in stabilnosti.

III. UPRAVLJANJE IN ORGANIZACIJA

9. člen

Struktura WB3C

1. WB3C ima naslednje glavne organe:

- a) upravni odbor,
- b) svetovalni odbor in
- c) sekretariat.

2. Upravni odbor lahko ustanovi podrejene organe, ki so potrebni za izvedbo njegovih nalog skladno s sporazumom.

10. člen

Upravni odbor

1. Ustanovne članice imajo po dva predstavnika, preostale članice WB3C pa imajo po enega predstavnika.

2. Ustanovne članice se najpozneje trideset dni po začetku veljavnosti sporazuma medsebojno obvestijo o imenovanju svojih predstavnikov za prvo zasedanje upravnega odbora.

3. Vsak predstavnik ima en glas.

4. Vsaka članica lahko imenuje namestnika predstavnika, ki prevzame njegove obveznosti in glasuje v primeru njegove odsotnosti.

5. Upravni odbor sprejema odločitve z navadno večino glasov, razen ko:

a) sprejema poslovnik,

b) sprejema nove članice,

c) potrjuje spremembe sporazuma;

o navedenem odloča s kvalificirano večino, tj. z najmanj dvotretjinsko večino glasov. V skladu z 8. členom sporazuma o začasnem odvzemu članskih pravic odloča s tričetrtinsko večino glasov.

6. Upravni odbor:

a) nadzoruje dejavnosti WB3C;

b) sprejme program dela in končno poročilo o programu ter letni proračun;

c) sprejme končno poročilo o programu in finančna poročila;

d) imenuje generalnega direktorja, programskega direktorja in zunanjega revizorja;

e) podeli razrešnico generalnemu direktorju in programskemu direktorju;

f) imenuje člane svetovalnega odbora;

g) imenuje dodatne člane svetovalnega odbora;

h) sprejme poslovnik in druge notranje predpise WB3C;

i) potrdi spremembe tega sporazuma;

- j) pooblasti generalnega direktorja za pogajanja o mednarodnih sporazumih v imenu WB3C;
- k) odobri sklepanje mednarodnih sporazumov;
- l) opravlja vse druge funkcije ali dolžnosti v skladu s tem sporazumom in poslovníkom.

11. člen

Svetovalni odbor

1. Vsaka članica WB3C ima lahko predstavnika v svetovalnem odboru.
2. Če svetovalni odbor deluje v pododborih, ima lahko vsaka članica WB3C svojega predstavnika v vsakem pododboru.
3. Dodatne člane svetovalnega odbora lahko imenuje upravni odbor z navadno večino glasov.
4. Svetovalnem odboru predseduje programski direktor, ki upravnemu odboru v sprejetje predloži programski načrt in končno poročilo o programu, izbira strokovnjake in izvaja program.
5. Svetovalni odbor pripravi program dela in večletni načrt razvijanja programa.

12. člen

Sekretariat

1. Zakoniti zastopnik WB3C je generalni direktor.
2. Upravni odbor izbere generalnega direktorja po konkurenčnem izbirnem postopku z navadno večino glasov.
3. Trije člani upravnega odbora, po en predstavnik vsake ustanovne članice, izvršujejo pravice in dolžnosti delodajalca v delovnem razmerju med WB3C in generalnim direktorjem ter skupaj zastopajo WB3C, če generalni direktor ni imenovan. Ti trije člani upravnega odbora lahko imenujejo namestnika generalnega direktorja.
4. Generalni direktor predstavi upravnemu odboru predloge za letni proračun in finančno poročilo ter spremembe poslovníka in drugih internih predpisov.

5. Generalni direktor lahko sklepa pogodbe o zaposlitvi osebja skladno s črnogorsko delovnopravno zakonodajo, če je to predvideno v sprejetem letnem proračunu.

6. Generalni direktor lahko sklepa pogodbe tudi z osebjem, napotanim v WB3C, skladno z nacionalnimi predpisi in predpisi WB3C o napotitvah osebja iz držav članic WB3C, če je tako predvideno v sprejetem letnem proračunu.

IV. FINANCIRANJE

13. člen

Finančni viri in odgovornost

1. Članice WB3C so solidarno odgovorne za kritje fiksnih stroškov WB3C.
2. WB3C se financira s prispevki svojih članic, partnerjev in donatorjev v denarju in naravi.
3. Zneske letne članarine za članice določi upravni odbor.

V. POSLOVNIK IN DRUGI INTERNI PREDPISI

14. člen

Poslovnik in drugi interni predpisi

1. Upravni odbor sprejme poslovnik WB3C z dvotretjinsko večino glasov.
2. Poslovnik se sprejme na prvi seji upravnega odbora po ustanovitvi WB3C.
3. Upravni odbor lahko pod enakimi pogoji, kot veljajo za sprejetje poslovnika, sprejme dodatne interne predpise.

VI. OBDELAVA PODATKOV IN VARNOSTNO PREVERJANJE

15. člen

Obdelava podatkov

Predpisi o varstvu podatkov, ki veljajo za WB3C, se v skladu z mednarodnimi in po potrebi evropskimi obveznostmi pogodbenic podrobno določijo v poslovniku, ki ga sprejme upravni odbor.

16. člen

Varnostno preverjanje

Izbrani kandidati za zaposlitev v WB3C morajo opraviti varnostno preverjanje pri pristojnih organih ustanovnih članic. Varnostno preverjanje poteka v skladu z notranjo zakonodajo ustanovnih članic.

VII. KONČNE DOLOČBE

17. člen

Pridržki

Pridržki k temu sporazumu niso dovoljeni.

18. člen

Podpis, ratifikacija, odobritev in pristop

1. Sporazum je na voljo za podpis vsem trem ustanovnim članicam.
2. Ustanovne članice morajo sporazum ratificirati ali odobriti v skladu s svojimi pravnimi zahtevami.
3. Sporazum je na voljo za pristop drugim sodelujočim iz skupine WB6.
4. Sporazum je na voljo za pristop drugim državam in mednarodnim organizacijam po pridobitvi predhodne pisne odobritve upravnega odbora.

5. Listine o ratifikaciji, odobritvi ali pristopu se deponirajo pri depozitarju.

19. člen

Začetek veljavnosti

1. Sporazum začne veljati trideseti dan po dnevu, ko ustanovne članice pri depozitarju deponirajo zadnjo listino o ratifikaciji ali odobritvi.

2. Za vsako državo ali mednarodno organizacijo, ki pristopi k sporazumu, začne ta veljati z dnem deponiranja njene listine.

20. člen

Spremembe

1. Vsaka članica WB3C lahko upravnemu odboru predlaga spremembe sporazuma.

2. Spremembe začnejo veljati za vse članice WB3C:

- a) ko jih potrdi upravni odbor z dvotretjinsko večino glasov in
- b) ko vse članice WB3C v skladu s svojimi notranjepravnimi postopki potrdijo, da jih ta sprememba zavezuje, tako da pri depozitarju deponirajo listino o ratifikaciji, sprejetju, odobritvi ali pristopu.

3. Depozitar obvesti članice o začetku veljavnosti spremembe.

21. člen

Odstop

1. Po začetku veljavnosti sporazuma lahko katera koli pogodbenica odstopi od njega s pisnim uradnim obvestilom depozitarju sporazuma, ki o tem nemudoma obvesti druge članice.

2. Odstop začne veljati šest (6) mesecev po dnevu, ko depozitar prejme zgoraj omenjeno pisno uradno obvestilo.

3. Razen če se vse preostale članice WB3C ne dogovorijo drugače, članica, ki odstopa, ni oproščena plačila svojih finančnih obveznosti za proračunsko leto, v katerem je poslala uradno obvestilo o odstopu.

22. člen

Prenehanje veljavnosti

1. Sporazum lahko preneha veljati na podlagi soglasja članic WB3C.

2. V primeru prenehanja veljavnosti sporazuma si bo WB3C prizadeval dokončati vse odprte projekte.

3. Po dokončanju teh dejavnosti se premoženje WB3C prenese na članice WB3C v sorazmerju z njihovimi vložki in letnimi članarinami.

4. Likvidacija WB3C se začne najpozneje eno leto po prenehanju veljavnosti sporazuma.

23. člen

Reševanje sporov

1. Spori v zvezi z razlago ali izvajanjem sporazuma, vključno z razlago in izvajanjem pravic in obveznosti članic WB3C, se rešujejo sporazumno s posvetovanji in pogajaji.

2. Spor, ki ga ni mogoče rešiti s pogajaji ali drugim dogovorjenim načinom reševanja sporov, se predloži v reševanje arbitražnemu razsodišču treh razsodnikov, katerega odločitev je za stranki dokončna in zavezujoča. Vsaka od strank v sporu imenuje po enega razsodnika, tako imenovana razsodnika pa sporazumno določita tretjega razsodnika, ki je predsednik razsodišča. Predsednik arbitražnega razsodišča ne sme biti državljan nobene od strank v sporu, imeti običajnega prebivališča na ozemlju nobene od teh strank ali biti zaposlen pri nobeni od njiju, prav tako pa se z obravnavanim primerom ni smel ukvarjati v nobeni drugi vlogi. V sporih med več kot dvema strankama stranke z istim interesom skupaj sporazumno imenujejo enega razsodnika. Prosto mesto se zapolni na način, kot velja za prvo imenovanje. Če se stranke ne dogovorijo o predmetu spora pred imenovanjem predsednika arbitražnega razsodišča, predmet spora določi arbitražno razsodišče.

24. člen

Depozitar

1. Depozitar je Vlada Črne gore, in sicer Ministrstvo za zunanje zadeve.

2. Po začetku veljavnosti sporazuma depozitar zagotovi njegovo registracijo pri Sekretariatu Organizacije Združenih narodov v skladu s 102. členom Ustanovne listine Organizacije Združenih narodov.

3. Izvirnik sporazuma v enem izvodu v angleškem in francoskem jeziku se deponira pri depozitarju, ki vsaki ustanovni članici in vsaki državi, regionalni ali mednarodni organizaciji, ki želi pristopiti k sporazumu, pošlje overjeno kopijo.

V POTRDITEV TEGA so spodaj podpisani, ki so bili za to pravilno pooblaščen, podpisali ta sporazum.

Sestavljeno v Tirani 16. oktobra 2023 v angleškem in francoskem jeziku, pri čemer sta obe besedili enako verodostojni.

**ZA
FRANCOSKO REPUBLIKO**

državna sekretarka
za Evropo
Laurence Boone I.r.

**ZA
ČRNO GORO**

predsednik vlade
Dritan Abazović I.r.

**ZA
REPUBLIKO SLOVENIJO**

predsednica
Nataša Pirc Musar I.r.

3. člen

Za izvajanje sporazuma skrbi ministrstvo, pristojno za zunanje zadeve, v sodelovanju z Uradom Vlade Republike Slovenije za informacijsko varnost.

4. člen

Ta zakon začne veljati petnajsti dan po objavi v Uradnem listu Republike Slovenije – Mednarodne pogodbe.

Št. 011-02/23-24/12

Ljubljana, dne 10. julija 2024

EPA 879-IX

Državni zbor

Republike Slovenije
mag. Urška Klakočar Zupančič
predsednica