



REPUBLIKA SLOVENIJA
MINISTRSTVO ZA ZUNANJE ZADEVE

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Ljubljana, 22. novembra 2021

EVA 2021-1811-0063

GENERALNI SEKRETARIAT VLADE REPUBLIKE SLOVENIJE

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ZADEVA: Zakon o ratifikaciji Sporazuma med Vlado Republike Slovenije in Organizacijo za sodelovanje pri skupnem oboroževanju (OCCAR) o upravljanju programa Boxer s strani OCCAR – predlog za obravnavo

1. Predlog sklepov vlade:

Na podlagi četrtega odstavka 75. člena Zakona o zunanjih zadevah (Uradni list RS, št. 113/03 - uradno prečiščeno besedilo, 20/06 – ZNOMCMO, 76/08, 108/09, 80/10 – ZUTD, 31/15 in 30/18-ZKZaš) in drugega odstavka 2. člena Zakona o Vladi Republike Slovenije (Uradni list RS, št. 24/05 - uradno prečiščeno besedilo, 109/08, 38/10 – ZUKN, 8/12, 21/13, 47/13 – ZDU-1G, 65/14 in 55/17) je Vlada Republike Slovenije na seji dne sprejela naslednji

SKLEP

Vlada Republike Slovenije je določila besedilo predloga Zakona o ratifikaciji Sporazuma med Vlado Republike Slovenije in Organizacijo za sodelovanje pri skupnem oboroževanju (OCCAR) o upravljanju programa Boxer s strani OCCAR, sklenjenega z izmenjavo pisem 9. julija 2021 in 13. novembra 2021,

in ga predloži Državnemu zboru Republike Slovenije.

Sklep prejmeta:

- Ministrstvo za zunanje zadeve,
- Ministrstvo za obrambo.

Priloga:

- predlog zakona z obrazložitvijo.

2. Predlog za obravnavo predloga zakona po nujnem ali skrajšanem postopku v državnem zboru z obrazložitvijo razlogov:

/

3.a Osebe, odgovorne za strokovno pripravo in usklajenost gradiva:

- dr. Marko Rakovec, generalni direktor Direktorata za mednarodno pravo in zaščito interesov in glavni pravni svetovalec na Ministrstvu za zunanje zadeve,
- Mateja Štrumelj-Piškur, vodja Sektorja za mednarodno pravo na Ministrstvu za zunanje zadeve.

3.b Zunanji strokovnjaki, ki so sodelovali pri pripravi dela ali celotnega gradiva:

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4. Predstavniki vlade, ki bodo sodelovali pri delu državnega zbora:

- dr. Anže Logar, minister za zunanje zadeve,
- mag. Matej Tonin, minister za obrambo,

- Gašper Dovžan, državni sekretar na Ministrstvu za zunanje zadeve,
- dr. Stanislav Raščan, državni sekretar na Ministrstvu za zunanje zadeve,
- Uroš Lampret, državni sekretar na Ministrstvu za obrambo,
- dr. Marko Rakovec, generalni direktor Direktorata za mednarodno pravo in zaščito interesov in glavni pravni svetovalec na Ministrstvu za zunanje zadeve,
- Mateja Štrumelj-Piškur, vodja Sektorja za mednarodno pravo na Ministrstvu za zunanje zadeve.

5. Kratek povzetek gradiva:

Sporazum, sklenjen z izmenjavo pisem, in sicer pisma o ponudbi, ki ga je prek Ministrstva za obrambo na Vlado Republike Slovenije naslovil predsedujoči nadzornega sveta OCCAR in ki opredeljuje upravljanje programa Boxer za Republiko Slovenijo s strani OCCAR ter pogoje njenega sodelovanja v programu, in pisma o sprejetju pogojev, ki ga je Vlada Republike Slovenije prek Ministrstva za obrambo kot odgovor na pismo o ponudbi poslala predsedujočemu nadzornega sveta OCCAR, s čimer je potrdila sprejem ponujenih pogojev, opredeljuje sodelovanje Vlade Republike Slovenije kot države nečlanice OCCAR v programu Boxer, ki ga skladno s svojimi pravili upravlja OCCAR.

S sklenitvijo sporazuma Vlada Republike Slovenije soglaša s sodelovanjem v telesih programa Boxer, in sicer programskem svetu in programskem odboru, in s prenosom pooblastil o odločanju njenim predstavnikom v teh telesih. Obenem soglaša, da OCCAR vodi in upravlja program Boxer skladno z določbami konvencije OCCAR, varnostnega sporazuma in pravili OCCAR.

6. Presoja posledic za:

a)	javnofinančna sredstva nad 40.000 EUR v tekočem in naslednjih treh letih	NE
b)	usklajenost slovenskega pravnega reda s pravnim redom Evropske unije	NE
c)	administrativne posledice	NE
č)	gospodarstvo, zlasti mala in srednja podjetja ter konkurenčnost podjetij	NE
d)	okolje, vključno s prostorskimi in varstvenimi vidiki	NE
e)	socialno področje	NE
f)	dokumente razvojnega načrtovanja: – nacionalne dokumente razvojnega načrtovanja – razvojne politike na ravni programov po strukturi razvojne klasifikacije programskega proračuna – razvojne dokumente Evropske unije in mednarodnih organizacij	NE

7.a Predstavitev ocene finančnih posledic nad 40.000 EUR:

(Samo če izberete DA pod točko 6.a.)

I. Ocena finančnih posledic, ki niso načrtovane v sprejetem proračunu				
	Tekoče leto (t)	t + 1	t + 2	t + 3
Predvideno povečanje (+) ali zmanjšanje (–) prihodkov državnega proračuna				
Predvideno povečanje (+) ali zmanjšanje (–) prihodkov občinskih proračunov				
Predvideno povečanje (+) ali zmanjšanje (–) odhodkov državnega proračuna				
Predvideno povečanje (+) ali zmanjšanje (–) odhodkov občinskih proračunov				
Predvideno povečanje (+) ali zmanjšanje (–) obveznosti za druga javnofinančna sredstva				
II. Finančne posledice za državni proračun				
II.a Pravice porabe za izvedbo predlaganih rešitev so zagotovljene:				
Ime proračunskega uporabnika	Šifra in naziv ukrepa, projekta	Šifra in naziv proračunske postavke	Znesek za tekoče leto (t)	Znesek za t + 1
SKUPAJ				
II.b Manjkajoče pravice porabe bodo zagotovljene s prerazporeditvijo:				
Ime proračunskega uporabnika	Šifra in naziv ukrepa, projekta	Šifra in naziv proračunske postavke	Znesek za tekoče leto (t)	Znesek za t + 1
SKUPAJ				
II.c Načrtovana nadomestitev zmanjšanih prihodkov in povečanih odhodkov proračuna:				
Novi prihodki	Znesek za tekoče leto (t)		Znesek za t + 1	
SKUPAJ				
OBRAZLOŽITEV:				
I. Ocena finančnih posledic, ki niso načrtovane v sprejetem proračunu				
V zvezi s predlaganim vladnim gradivom se navedejo predvidene spremembe (povečanje, zmanjšanje):				
– prihodkov državnega proračuna in občinskih proračunov, – odhodkov državnega proračuna, ki niso načrtovani na ukrepih oziroma projektih sprejetih proračunov,				

- obveznosti za druga javnofinančna sredstva (drugi viri), ki niso načrtovana na ukrepih oziroma projektih sprejetih proračunov.

II. Finančne posledice za državni proračun

Prikazane morajo biti finančne posledice za državni proračun, ki so na proračunskih postavkah načrtovane v dinamiki projektov oziroma ukrepov:

II.a Pravice porabe za izvedbo predlaganih rešitev so zagotovljene:

Navedejo se proračunski uporabnik, ki financira projekt oziroma ukrep; projekt oziroma ukrep, s katerim se bodo dosegli cilji vladnega gradiva, in proračunske postavke (kot proračunski vir financiranja), na katerih so v celoti ali delno zagotovljene pravice porabe (v tem primeru je nujna povezava s točko II.b). Pri uvrstitvi novega projekta oziroma ukrepa v načrt razvojnih programov se navedejo:

- proračunski uporabnik, ki bo financiral novi projekt oziroma ukrep,
- projekt oziroma ukrep, s katerim se bodo dosegli cilji vladnega gradiva, in
- proračunske postavke.

Za zagotovitev pravic porabe na proračunskih postavkah, s katerih se bo financiral novi projekt oziroma ukrep, je treba izpolniti tudi točko II.b, saj je za novi projekt oziroma ukrep mogoče zagotoviti pravice porabe le s prerazporeditvijo s proračunskih postavk, s katerih se financirajo že sprejeti oziroma veljavni projekti in ukrepi.

II.b Manjkajoče pravice porabe bodo zagotovljene s prerazporeditvijo:

Navedejo se proračunski uporabniki, sprejeti (veljavni) ukrepi oziroma projekti, ki jih proračunski uporabnik izvaja, in proračunske postavke tega proračunskega uporabnika, ki so v dinamiki teh projektov oziroma ukrepov ter s katerih se bodo s prerazporeditvijo zagotovile pravice porabe za dodatne aktivnosti pri obstoječih projektih oziroma ukrepih ali novih projektih oziroma ukrepih, navedenih v točki II.a.

II.c Načrtovana nadomestitev zmanjšanih prihodkov in povečanih odhodkov proračuna:

Če se povečani odhodki (pravice porabe) ne bodo zagotovili tako, kot je določeno v točkah II.a in II.b, je povečanje odhodkov in izdatkov proračuna mogoče na podlagi zakona, ki ureja izvrševanje državnega proračuna (npr. priliv namenskih sredstev EU). Ukrepanje ob zmanjšanju prihodkov in prejemkov proračuna je določeno z zakonom, ki ureja javne finance, in zakonom, ki ureja izvrševanje državnega proračuna.

7.b Predstavitev ocene finančnih posledic pod 40.000 EUR:

Sklenitev sporazuma za Republiko Slovenijo ne prinaša neposrednih finančnih posledic, saj šele vzpostavlja pravno podlago za sodelovanje Republike Slovenije z OCCAR v programu Boxer. Neposredne finančne posledice bodo nastale s sklenitvijo izvedbenih aktov za nakup vozil Boxer, in sicer memorandumu o soglasju za program Boxer, programske odločitve ter glavne pogodbe z dobaviteljem, nemškim podjetjem ARTEC, GmbH.

8. Predstavitev sodelovanja z združenji občin:

Vsebina predloženega gradiva (predpisa) vpliva na:

- pristojnosti občin,
- delovanje občin,
- financiranje občin.

NE

Gradivo (predpis) je bilo poslano v mnenje:

- Skupnosti občin Slovenije SOS: NE
- Združenju občin Slovenije ZOS: NE
- Združenju mestnih občin Slovenije ZMOS: NE

Predlogi in pripombe združenj so bili upoštevani:

- v celoti,
- večinoma,
- delno,
- niso bili upoštevani.

Bistveni predlogi in pripombe, ki niso bili upoštevani.

9. Predstavitev sodelovanja javnosti:

Gradivo je bilo predhodno objavljeno na spletni strani predlagatelja:	NE
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Sodelovanje javnosti ni potrebno, saj je sporazum že sklenjen.

10. Pri pripravi gradiva so bile upoštevane zahteve iz Resolucije o normativni dejavnosti:	DA
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11. Gradivo je uvrščeno v delovni program vlade:	NE
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Gašper Dovžan
DRŽAVNI SEKRETAR

PREDLOG

EVA 2021-1811-0063

ZAKON O RATIFIKACIJI
SPORAZUMA MED VLADO REPUBLIKE SLOVENIJE IN ORGANIZACIJO ZA
SODELOVANJE PRI SKUPNEM OBOROŽEVANJU (OCCAR) O UPRAVLJANJU
PROGRAMA BOXER S STRANI OCCAR

1. člen

Ratificira se Sporazum med Vlado Republike Slovenije in Organizacijo za sodelovanje pri skupnem oboroževanju (OCCAR) o upravljanju programa Boxer s strani OCCAR, sklenjen z izmenjavo pisem 9. julija 2021 in 13. novembra 2021.

2. člen

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

**Organisation for Joint Armament Co-operation
The Chairperson of the Board of Supervisors**

Bonn, 09 July 2021

Subject: Boxer Programme – Letter of Offer for Slovenia

Reference: 1. Letter of Offer dated 01 October 2018

Attachments: A. Appendix I – Privileges and Immunities

B. Appendix II – Settlement of Disputes

**C. Appendix III – Cooperation with Non-Member-States and
International Organisations**

D. Letter of Acceptance

Letter of Offer

Dear Minister,

Since the issue of the Letter of Offer dated 01 October 2018 (Reference 1) and the subsequent suspension of the accession of Slovenia to the OCCAR BOXER Programme, the Memorandum of Understanding referred to in the first paragraph of the Letter of Offer (Reference 1) has been amended, In order to reflect the current status of the OCCAR BOXER Programme and to clarify the entry into force of the Programme Management Authorisation, the Letter of Offer dated 01 October 2018 is herewith replaced by this Letter of Offer dated 09 July 2021.

Following the discussions between our representatives which permitted the definition of the conditions applicable to your participation in the BOXER Programme, and following the Programme Management Authorisation approved by the Board of Supervisors on 27 June 2018 authorising the participation of the Republic of Slovenia in the BOXER Programme in accordance with the Memorandum of Understanding between the Federal Ministry of Defence of the Federal Republic of Germany and the Ministry of National Defence of the Republic of Lithuania and the Minister of Defence of the Kingdom of the Netherlands and United Kingdom of Great Britain and Northern Ireland relating to Phases 3 & 4 of the Boxer Programme, as amended, I have the honour to propose, on behalf of OCCAR, the following provisions:

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

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

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

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

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

6. This Agreement shall enter into force on the date that the Government of the Republic of Slovenia provides written notification by the national or institutional representative that the internal procedure for the entry into force of the Agreement is completed. The entry into force of this agreement shall endorse all the decisions made by the national or institutional representative for the BOXER Programme of the Republic of Slovenia as decisions of the Republic of Slovenia representative to the Programme Committee or Programme Board as appropriate.

I would be grateful for your confirmation that the preceding provisions are acceptable to your Government by returning the Letter of Acceptance, Attachment D.

Yours sincerely,

Vice Admiral Rick Thompson (s)
Director General Air, DE&S
Chairperson of the OCCAR Board of Supervisors

Appendix I to the Letter of Offer
PRIVILEGES AND IMMUNITIES

Art 22.1 of the OCCAR Convention:

The staff of OCCAR shall be accorded the privileges and immunities set out in Annex I to this Convention. The BoS shall ensure that the number of posts established is limited to those whose functions require the concomitant privileges and immunities. "Staff" do not include seconded personnel not under contract to OCCAR who shall, for the purpose of Annex I, have the status of experts.

Art 40 of the OCCAR Convention:

OCCAR, its staff and experts, as well as the representatives of its Member States, shall enjoy the privileges and immunities set out in Annex I of the OCCAR Convention.

Agreements concerning the headquarters of OCCAR, its programme divisions and its facilities set up in accordance with the provisions of the Convention, shall be concluded between OCCAR and the Member states on whose territories the headquarters, its programme divisions and its facilities are situated.

Art 41.1 of the OCCAR Convention:

The powers defined in Articles 39¹ and 40 of the OCCAR Convention shall be exercised by the BoS, which may delegate them to the Director. When the BoS has not delegated a power to the Director, that shall not prevent the BoS authorising the Director, or any staff members designated by the BoS, to sign a contract of adopt or sign an international agreement.

ANNEX I of the OCCAR Convention
PRIVILEGES AND IMMUNITIES

ARTICLE 1

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

ARTICLE 2

The archives of OCCAR shall be inviolable.

ARTICLE 3

1. OCCAR shall have immunity from jurisdiction and execution, except:

- (a) to the extent that it shall, by decision of the BoS, have expressly waived such immunity in a particular case; the BoS has the duty to waive this immunity in all cases where reliance upon it would impede the course of justice and it can be waived without prejudicing the interests of OCCAR;

¹Art 39 of the OCCAR Convention:

OCCAR shall have full legal personality and, in particular, the capacity to:

- (a) contract;
- (b) acquire and dispose of immovable and movable property, and
- (c) institute legal proceedings.
- (b) in respect of a civil action by a third party for damage arising from an accident caused by a motor vehicle belonging to, or operated on behalf of, OCCAR, or in respect of a motor traffic offence involving such a vehicle;
- (c) in respect of the enforcement of an arbitration award made under the terms of any contract made by OCCAR;
- (d) in the event of the attachment, pursuant to a decision by the judicial authorities, of the salaries and emoluments owed by OCCAR to a staff member.

2. OCCAR's property and assets, wherever situated, shall be immune from any form of

requisition, confiscation, expropriation or sequestration. They shall also be immune from any form of administrative or provisional judicial constraint, except insofar as may be temporarily necessary in connection with the prevention and investigation of accidents involving motor vehicles belonging to, or operated on behalf of, OCCAR.

ARTICLE 4

1. Within the scope of its official activities, OCCAR, its property and income shall be exempt from direct taxes.

2. When purchases of goods or services of substantial value and strictly necessary for the

exercise of the official activities of OCCAR are made or used by OCCAR, and when the price of such goods or services includes taxes or duties, appropriate measures shall, wherever possible, be taken by the Member States to grant exemption from such taxes or duties or to provide for their reimbursement.

ARTICLE 5

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

ARTICLE 6

1. For the purpose of Articles 4 and 5 of this Annex, the official activities of OCCAR shall include its administrative activities, including its operations in connection with the Social Security Scheme.

2. The provisions of Articles 4 and 5 of this Annex shall not apply to taxes and duties that are no more than charges for public utility services.

ARTICLE 7

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

ARTICLE 8

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

ARTICLE 9

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

ARTICLE 10

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

ARTICLE 11

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

ARTICLE 12

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

ARTICLE 13

1. Representatives of Member States shall, while exercising their functions and in the course of their journeys to and from the place of meeting, enjoy the following privileges and immunities:
 - (a) immunity from arrest and detention, and from the seizure of their personal luggage;
 - (b) immunity from jurisdiction, even after the termination of their mission, in respect of acts, including words spoken and written, done by them in the exercise of their functions; this immunity shall not apply, however, in the case of a motor traffic offence committed by a representative of a Member State, nor in the case of damage caused by a motor vehicle belonging to or driven by him/her;

- (c) inviolability for all their official papers and documents;
 - (d) the right to use codes and to receive documents or correspondence by special courier or sealed bag;
 - (e) exemption for themselves, their spouses and dependant children and from all measures restricting entry and from aliens' registration formalities;
 - (f) the same facilities in the matter of currency and exchange control as are accorded to the representatives of foreign governments on temporary official missions;
 - (g) the same customs facilities as regards their personal luggage as are accorded to diplomatic agents.
2. Privileges and immunities are accorded to representatives of Member States, not for their personal advantage, but in order to ensure complete independence in the exercise of their functions in connection with OCCAR. Consequently, a Member State has the duty to waive the immunity of a representative wherever retaining it would impede the course of justice and it can be waived without prejudicing the purposes for which it was accorded.

ARTICLE 14

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

ARTICLE 15

The staff members of OCCAR:

- (a) shall have, even after they have left the service of OCCAR, immunity from jurisdiction in respect of acts, including words written and spoken, done by them in the exercise of their functions; this immunity shall not apply, however, in the case of a motor traffic offence committed by a staff member of OCCAR, nor in the case of damage caused by a vehicle belonging to or driven by him/her;
- (b) shall be exempt from all obligations in respect of military service;
- (c) shall enjoy inviolability for all their official papers and documents;
- (d) shall enjoy the same facilities as regards exemption from all measures restricting immigration and governing alien's registration as are normally accorded to staff members of international organisations; and members of their families forming part of their households shall enjoy the same facilities;
- (e) shall enjoy the same privileges in respect of exchange regulations as are normally accorded to staff members of international organisations;
- (e) shall, in time of international crisis, enjoy the same facilities as to repatriation as diplomatic agents; and the members of their families forming part of their households shall enjoy the same facilities;

- (f) shall have the right to import duty-free their furniture and personal effects at the time of first taking up their post in the Member State concerned, and the right on termination of their functions in that Member State to export free of duty their furniture and personal effects, subject, in both cases, to the conditions considered necessary by the Member State on whose territory the right is exercised.

ARTICLE 16

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

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

ARTICLE 17

1. Subject to the conditions and following to the procedures laid down by the BoS, the Director and OCCAR staff members shall be subject to a tax, for the benefit of OCCAR, on salaries and emoluments paid by OCCAR. Such salaries and emoluments of the Director and OCCAR staff members shall be exempt from national income tax; but the Member States shall retain the right to take these salaries and emoluments into account for the purpose of assessing the amount of taxation to be applied to income from other sources.
2. The provisions of paragraph 1 shall not apply to annuities and pensions paid by OCCAR to its former Directors and staff members.

ARTICLE 18

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

ARTICLE 19

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

ARTICLE 20

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

ARTICLE 21

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

ARTICLE 22

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

ARTICLE 23

No Member State shall be obliged to accord the privileges and immunities referred in Articles 13, 14, 15 (b), (e) and (g) and 16 (c) of this Annex to its own nationals or persons who, at the moment of taking up their duties in that Member State, are permanent residents thereof.

ARTICLE 24

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

ARTICLE 25

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

Appendix II to the Letter of Offer

SETTLEMENT OF DISPUTES

ARTICLE 48 of the OCCAR Convention

1. Any dispute between the Member States, concerning the interpretation or application of this Convention should, if possible, be settled by consultation.
2. If a dispute cannot be settled by consultation, at the request of any party to the dispute, it shall be submitted to arbitration under the conditions laid down in Annex II.

ARTICLE 49.2 of the OCCAR Convention

Each contract to be concluded by OCCAR for the implementation of programmes assigned to it, other than employment contracts, should provide for conciliation and include an arbitration clause.

ARTICLE 50 of the OCCAR Convention

If it is claimed by the third party that damage or injury has been caused by OCCAR, its staff members or experts, and OCCAR does not waive immunity, the BoS shall take all appropriate steps to deal with the claim and, if claim is justified, to settle it.

**ANNEX II of the OCCAR Convention
ARBITRATION**

ARTICLE 1

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

ARTICLE 2

1. The Arbitral Tribunal shall be composed of three members:
 - (a) An arbitrator designated by each Party to the dispute;
 - (b) A third arbitrator, designated by mutual agreement by the first two, who shall act as chairman of the Tribunal;
 - (c) If the chairperson of the tribunal is not designated within thirty days from the date of designation of the second arbitrator, a Party to the dispute may request the President of the International Court of Justice to select as soon as possible the chairperson. S/he may not choose a chairperson who has been or is currently of the same nationality as one of the Parties to the dispute, unless the other Party so agrees.
2. If, within sixty days from the date of receipt by the depositary of the request for arbitration, one of the Parties to the dispute has not designated an arbitrator, the other Party may

request the President of the International Court of Justice to select as soon as possible that arbitrator.

3. In the case of the death, incapacity or default of an arbitrator, the Party to the dispute which designated him/her shall designate his/her replacement within thirty days from the date of death, incapacity or default. In the case of death, incapacity or default of the chairman, his/her replacement shall be designated under the conditions laid down in paragraph 1(c) within ninety days of the death, incapacity or default.

ARTICLE 3

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

ARTICLE 4

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

ARTICLE 5

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

ARTICLE 6

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

ARTICLE 7

The Tribunal shall establish its own rules of procedure.

ARTICLE 8

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

ARTICLE 9

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

Appendix III to the Letter of Offer

COOPERATION WITH NON-MEMBER STATES AND INTERNATIONAL ORGANISATIONS

ARTICLE 37 of the OCCAR Convention

OCCAR may cooperate with other international organisations and institutions, and with the governments, organisations and institutions of non-Member states, and conclude agreements with them.

ARTICLE 38 of the OCCAR Convention

Such cooperation may take the form of participation by non-Member states or international organisations in one or more programmes. Such arrangements may make provision for matters associated exclusively with the programme in which a non-Member State or international organisation is participating to be the subject of decisions taken by the BoS with the agreement of the said non-Member State or organisation concerned.

Letter of Acceptance

Dear Minister,

I am pleased to receive your letter dated 09 July 2021 which reads as follows:

»Dear Minister,

Since the issue of the Letter of Offer dated 01 October 2018 (Reference 1) and the subsequent suspension of the accession of Slovenia to the OCCAR BOXER Programme, the Memorandum of Understanding referred to in the first paragraph of the Letter of Offer (Reference 1) has been amended, In order to reflect the current status of the OCCAR BOXER Programme and to clarify the entry into force of the Programme Management Authorisation, the Letter of Offer dated 01 October 2018 is herewith replaced by this Letter of Offer dated 09 July 2021.

Following the discussions between our representatives which permitted the definition of the conditions applicable to your participation in the BOXER Programme, and following the Programme Management Authorisation approved by the Board of Supervisors on 27 June 2018 authorising the participation of the Republic of Slovenia in the BOXER Programme in accordance with the Memorandum of Understanding between the Federal Ministry of Defence of the Federal Republic of Germany and the Ministry of National Defence of the Republic of Lithuania and the Minister of Defence of the Kingdom of the Netherlands and United Kingdom of Great Britain and Northern Ireland relating to Phases 3 & 4 of the Boxer Programme, as amended, I have the honour to propose, on behalf of OCCAR, the following provisions:

1. You confirm your intention to participate in the BOXER Programme and to have it managed by OCCAR in accordance with OCCAR Rules (see paragraph number 2 below). Your representatives shall participate in the Programme Board and the Programme Committee, which have been created by the OCCAR Board of Supervisors to manage the BOXER Programme, as described in OCCAR Management Procedures 1, 2, 3 and 4. They shall have your authority to decide on all matters within the responsibility of the Programme Board and Programme Committee.
2. In this document, OCCAR Rules means the OCCAR Convention, the OCCAR Security Agreement, including relevant decisions pertaining to their interpretation, and OCCAR procedures (including all principles, strategies and policies). The version of these documents to apply is the one in force at the time of usage and will be accessible to your representatives.
3. The privileges and immunities provisions and the arbitration clause described in Annexes I and II of the OCCAR Convention shall apply to the BOXER Programme. Annexes I and II of the OCCAR Convention are attached to this Letter of Offer as Appendix I (Annex I to the OCCAR Convention) and Appendix II (Annex II of the OCCAR Convention) and as such constitutes an integral part.
4. The Republic of Slovenia shall negotiate the Programme Decision with the other States participating in the BOXER Programme in accordance with OCCAR Rules. By signing the Programme Decision, the Republic of Slovenia shall be legally bound to the Programme to the same extent as OCCAR Member States and Programme Participating States already signatory to the Programme Decision. The Programme Decision shall constitute a decision referred to in Article 38 of the OCCAR Convention, Appendix III.
5. This letter together with your response shall constitute the agreement between OCCAR and your Government referred to in Article 37 of the OCCAR Convention, concerning the management of the BOXER Programme by OCCAR, Appendix III.

6. This Agreement shall enter into force on the date that the Government of the Republic of Slovenia provides written notification by the national or institutional representative that the internal procedure for the entry into force of the Agreement is completed. The entry into force of this agreement shall endorse all the decisions made by the national or institutional representative for the BOXER Programme of the Republic of Slovenia as decisions of the Republic of Slovenia representative to the Programme Committee or Programme Board as appropriate.

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

Yours sincerely,«

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

Yours sincerely,

Republic of Slovenia Ministry of Defence

**Attn; Vice Admiral Rick Thompson, Director General Air, DE&S
Chairperson of the OCCAR Board of Supervisors**

Number: 511-62/2021-35

Ljubljana, 13 November 2021

Subject: Boxer Programme - Letter of Acceptance

Reference: Letter of Offer dated 09 July 2021

**Attachments: A. Appendix I – Privileges and Immunities
B. Appendix II – Settlement of Disputes
C. Appendix III – Cooperation with Non-Member-States and International Organisations**

Dear Vice Admiral Thompson,

I am pleased to receive your letter dated 09 July 2021 which reads as follows:

»Dear Minister,

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Following the discussions between our representatives which permitted the definition of the conditions applicable to your participation in the BOXER Programme, and following the Programme Management Authorisation approved by the Board of Supervisors on 27 June 2018 authorising the participation of the Republic of Slovenia in the BOXER Programme in accordance with the Memorandum of Understanding between the Federal Ministry of Defence of the Federal Republic of Germany and the Ministry of National Defence of the Republic of Lithuania and the Minister of Defence of the Kingdom of the Netherlands and United Kingdom of Great Britain and Northern Ireland relating to Phases 3 & 4 of the Boxer Programme, as amended, I have the honour to propose, on behalf of OCCAR, the following provisions:

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

2. In this document, OCCAR Rules means the OCCAR Convention, the OCCAR Security Agreement, including relevant decisions pertaining to their interpretation, and OCCAR

procedures (including all principles, strategies and policies). The version of these documents to apply is the one in force at the time of usage and will be accessible to your representatives.

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

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

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

6. This Agreement shall enter into force on the date that the Government of the Republic of Slovenia provides written notification by the national or institutional representative that the internal procedure for the entry into force of the Agreement is completed. The entry into force of this agreement shall endorse all the decisions made by the national or institutional representative for the BOXER Programme of the Republic of Slovenia as decisions of the Republic of Slovenia representative to the Programme Committee or Programme Board as appropriate.

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

I have the honour to inform you that the Government of the Republic of Slovenia accepts the above provisions. Accordingly, your letter dated 09 July 2021 together with this letter in reply shall constitute the Agreement between the Government of the Republic of Slovenia and Organisation for Joint Armament Co-operation (OCCAR) concerning the management of the BOXER Programme by OCCAR.

Yours sincerely,

Matej TONIN (s)
Minister of Defence of the Republic of Slovenia

Appendix I to the Letter of Offer
PRIVILEGES AND IMMUNITIES

Art 22.1 of the OCCAR Convention:

The staff of OCCAR shall be accorded the privileges and immunities set out in Annex I to this Convention. The BoS shall ensure that the number of posts established is limited to those whose functions require the concomitant privileges and immunities. "Staff" do not include seconded personnel not under contract to OCCAR who shall, for the purpose of Annex I, have the status of experts.

Art 40 of the OCCAR Convention:

OCCAR, its staff and experts, as well as the representatives of its Member States, shall enjoy the privileges and immunities set out in Annex I of the OCCAR Convention.

Agreements concerning the headquarters of OCCAR, its programme divisions and its facilities set up in accordance with the provisions of the Convention, shall be concluded between OCCAR and the Member states on whose territories the headquarters, its programme divisions and its facilities are situated.

Art 41.1 of the OCCAR Convention:

The powers defined in Articles 39¹ and 40 of the OCCAR Convention shall be exercised by the BoS, which may delegate them to the Director. When the BoS has not delegated a power to the Director, that shall not prevent the BoS authorising the Director, or any staff members designated by the BoS, to sign a contract of adopt or sign an international agreement.

ANNEX I of the OCCAR Convention
PRIVILEGES AND IMMUNITIES

ARTICLE 1

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

ARTICLE 2

The archives of OCCAR shall be inviolable.

ARTICLE 3

1. OCCAR shall have immunity from jurisdiction and execution, except:

- (a) to the extent that it shall, by decision of the BoS, have expressly waived such immunity in a particular case; the BoS has the duty to waive this immunity in all cases where reliance upon it would impede the course of justice and it can be waived without prejudicing the interests of OCCAR;

1Art 39 of the OCCAR Convention:

OCCAR shall have full legal personality and, in particular, the capacity to:

- (a) contract;
 - (b) acquire and dispose of immovable and movable property, and
 - (c) institute legal proceedings.
- (b) in respect of a civil action by a third party for damage arising from an accident caused by a motor vehicle belonging to, or operated on behalf of, OCCAR, or in respect of a motor traffic offence involving such a vehicle;
- (c) in respect of the enforcement of an arbitration award made under the terms of any contract made by OCCAR;
- (d) in the event of the attachment, pursuant to a decision by the judicial authorities, of the salaries and emoluments owed by OCCAR to a staff member.

2. OCCAR's property and assets, wherever situated, shall be immune from any form of requisition, confiscation, expropriation or sequestration. They shall also be immune from any form of administrative or provisional judicial constraint, except insofar as may be temporarily necessary in connection with the prevention and investigation of accidents involving motor vehicles belonging to, or operated on behalf of, OCCAR.

ARTICLE 4

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

ARTICLE 5

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

ARTICLE 6

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

ARTICLE 7

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

ARTICLE 8

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

ARTICLE 9

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

ARTICLE 10

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

ARTICLE 11

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

ARTICLE 12

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

ARTICLE 13

1. Representatives of Member States shall, while exercising their functions and in the course of their journeys to and from the place of meeting, enjoy the following privileges and immunities:
 - (a) immunity from arrest and detention, and from the seizure of their personal luggage;
 - (b) immunity from jurisdiction, even after the termination of their mission, in respect of acts, including words spoken and written, done by them in the exercise of their functions; this immunity shall not apply, however, in the case of a motor traffic offence committed by a representative of a Member State, nor in the case of damage caused by a motor vehicle belonging to or driven by him/her;
 - (c) inviolability for all their official papers and documents;

- (d) the right to use codes and to receive documents or correspondence by special courier or sealed bag;
 - (e) exemption for themselves, their spouses and dependant children and from all measures restricting entry and from aliens' registration formalities;
 - (f) the same facilities in the matter of currency and exchange control as are accorded to the representatives of foreign governments on temporary official missions;
 - (g) the same customs facilities as regards their personal luggage as are accorded to diplomatic agents.
2. Privileges and immunities are accorded to representatives of Member States, not for their personal advantage, but in order to ensure complete independence in the exercise of their functions in connection with OCCAR. Consequently, a Member State has the duty to waive the immunity of a representative wherever retaining it would impede the course of justice and it can be waived without prejudicing the purposes for which it was accorded.

ARTICLE 14

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

ARTICLE 15

The staff members of OCCAR:

- (a) shall have, even after they have left the service of OCCAR, immunity from jurisdiction in respect of acts, including words written and spoken, done by them in the exercise of their functions; this immunity shall not apply, however, in the case of a motor traffic offence committed by a staff member of OCCAR, nor in the case of damage caused by a vehicle belonging to or driven by him/her;
- (b) shall be exempt from all obligations in respect of military service;
- (c) shall enjoy inviolability for all their official papers and documents;
- (d) shall enjoy the same facilities as regards exemption from all measures restricting immigration and governing alien's registration as are normally accorded to staff members of international organisations; and members of their families forming part of their households shall enjoy the same facilities;
- (e) shall enjoy the same privileges in respect of exchange regulations as are normally accorded to staff members of international organisations;
- (e) shall, in time of international crisis, enjoy the same facilities as to repatriation as diplomatic agents; and the members of their families forming part of their households shall enjoy the same facilities;
- (f) shall have the right to import duty-free their furniture and personal effects at the time of first taking up their post in the Member State concerned, and the right on termination of

their functions in that Member State to export free of duty their furniture and personal effects, subject, in both cases, to the conditions considered necessary by the Member State on whose territory the right is exercised.

ARTICLE 16

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

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

ARTICLE 17

1. Subject to the conditions and following to the procedures laid down by the BoS, the Director and OCCAR staff members shall be subject to a tax, for the benefit of OCCAR, on salaries and emoluments paid by OCCAR. Such salaries and emoluments of the Director and OCCAR staff members shall be exempt from national income tax; but the Member States shall retain the right to take these salaries and emoluments into account for the purpose of assessing the amount of taxation to be applied to income from other sources.
2. The provisions of paragraph 1 shall not apply to annuities and pensions paid by OCCAR to its former Directors and staff members.

ARTICLE 18

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

ARTICLE 19

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

ARTICLE 20

1. The privileges and immunities provided for in this Annex are not granted to the Director, staff members and experts of OCCAR for their personal advantage. They are provided

solely to ensure, in all circumstances, the unimpeded functioning of OCCAR and the complete independence of the persons to whom they are accorded.

2. The Director has the duty to waive any relevant immunity in all cases wherever retaining it would impede the course of justice and it can be waived without prejudicing the interests of OCCAR. In the case of the Director, the BoS is competent to waive such immunity.

ARTICLE 21

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

ARTICLE 22

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

ARTICLE 23

No Member State shall be obliged to accord the privileges and immunities referred in Articles 13, 14, 15 (b), (e) and (g) and 16 (c) of this Annex to its own nationals or persons who, at the moment of taking up their duties in that Member State, are permanent residents thereof.

ARTICLE 24

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

ARTICLE 25

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

Appendix II to the Letter of Offer

SETTLEMENT OF DISPUTES

ARTICLE 48 of the OCCAR Convention

1. Any dispute between the Member States, concerning the interpretation or application of this Convention should, if possible, be settled by consultation.
2. If a dispute cannot be settled by consultation, at the request of any party to the dispute, it shall be submitted to arbitration under the conditions laid down in Annex II.

ARTICLE 49.2 of the OCCAR Convention

Each contract to be concluded by OCCAR for the implementation of programmes assigned to it, other than employment contracts, should provide for conciliation and include an arbitration clause.

ARTICLE 50 of the OCCAR Convention

If it is claimed by the third party that damage or injury has been caused by OCCAR, its staff members or experts, and OCCAR does not waive immunity, the BoS shall take all appropriate steps to deal with the claim and, if claim is justified, to settle it.

**ANNEX II of the OCCAR Convention
ARBITRATION**

ARTICLE 1

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

ARTICLE 2

1. The Arbitral Tribunal shall be composed of three members:
 - (a) An arbitrator designated by each Party to the dispute;
 - (b) A third arbitrator, designated by mutual agreement by the first two, who shall act as chairman of the Tribunal;
 - (c) If the chairperson of the tribunal is not designated within thirty days from the date of designation of the second arbitrator, a Party to the dispute may request the President of the International Court of Justice to select as soon as possible the chairperson. S/he may not choose a chairperson who has been or is currently of the same nationality as one of the Parties to the dispute, unless the other Party so agrees.
2. If, within sixty days from the date of receipt by the depositary of the request for arbitration, one of the Parties to the dispute has not designated an arbitrator, the other Party may request the President of the International Court of Justice to select as soon as possible that arbitrator.

3. In the case of the death, incapacity or default of an arbitrator, the Party to the dispute which designated him/her shall designate his/her replacement within thirty days from the date of death, incapacity or default. In the case of death, incapacity or default of the chairman, his/her replacement shall be designated under the conditions laid down in paragraph 1(c) within ninety days of the death, incapacity or default.

ARTICLE 3

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

ARTICLE 4

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

ARTICLE 5

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

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

ARTICLE 7

The Tribunal shall establish its own rules of procedure.

ARTICLE 8

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

ARTICLE 9

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

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COOPERATION WITH NON-MEMBER STATES AND INTERNATIONAL ORGANISATIONS

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OCCAR may cooperate with other international organisations and institutions, and with the governments, organisations and institutions of non-Member states, and conclude agreements with them.

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Such cooperation may take the form of participation by non-Member states or international organisations in one or more programmes. Such arrangements may make provision for matters associated exclusively with the programme in which a non-Member State or international organisation is participating to be the subject of decisions taken by the BoS with the agreement of the said non-Member State or organisation concerned.

**Organizacija za sodelovanje pri skupnem oboroževanju (OCCAR)
Predsednik nadzornega sveta**

Bonn, 9. julija 2021

Zadeva: Program BOXER – Pismo o ponudbi za Slovenijo

Zveza: 1. Pismo o ponudbi z dne 1. 10. 2018

Priloge: A. Dodatek I – Privilegiji in imunitete
B. Dodatek II – Reševanje sporov
C. Dodatek III – Sodelovanje z državami nečlanicami in mednarodnimi organizacijami
D. Pismo o sprejetju

Pismo o ponudbi

Spoštovani minister,

od izdaje pisma o ponudbi z dne 1. oktobra 2018 (zveza 1) in poznejše začasne prekinitve vključevanja Slovenije k OCCAR programu Boxer se je spremenil Memorandum o soglasju iz prvega odstavka pisma o ponudbi (zveza 1). Da bi se odrazilo trenutno stanje OCCAR programa Boxer in odpravile nejasnosti glede začetka veljavnosti pooblastila za upravljanje programa, se pismo o ponudbi z dne 1. oktobra 2018 nadomesti s tem pismom o ponudbi z dne 9. julija 2021.

Na podlagi razgovorov med našimi predstavniki, na podlagi katerih so bili opredeljeni pogoji vašega sodelovanja v programu Boxer in pooblastila za upravljanje programa, ki ga je 27. junija 2018 odobril nadzorni svet za sodelovanje Republike Slovenije v programu Boxer v skladu z Memorandumom o soglasju, sklenjenjem med Zveznim ministrstvom za obrambo Zvezne republike Nemčije, Ministrstvom za nacionalno obrambo Republike Litve, ministrom za obrambo Kraljevine Nizozemske in Združenim kraljestvom Velike britanije in Severne Irske, s spremembami, povezanimi s tretjo in četrto fazo programa Boxer, mi je v čast, da v imenu OCCAR predlagam naslednje določbe:

1. Potrjujete namero, da boste sodelovali v programu Boxer in da ga bo upravljal OCCAR v skladu s pravili OCCAR (glejte drugi odstavek spodaj). Vaši predstavniki bodo sodelovali v programskem svetu in programskem odboru, ki ju je oblikoval NS OCCAR za upravljanje programa Boxer, skladno z opisom v pravilih upravljanja OCCAR 1, 2, 3 in 4. Predstavniki bodo imeli polna pooblastila za odločanje o vseh zadevah v pristojnosti programskega sveta in programskega odbora.

2. V tem dokumentu pravila OCCAR pomenijo konvencijo OCCAR in varnostni sporazum OCCAR, vključno z ustreznimi odločitvami, ki se nanašajo na njuno razlago, ter postopke OCCAR (vključno z vsemi načeli, strategijami in politikami). Uporabljala se bo različica teh dokumentov, ki bo veljala v času uporabe in bo dostopna vašim predstavnikom.

3. Za program Boxer se uporabljajo določbe o privilegijih in imunitetah ter arbitražna klavzula iz Prilog I in II konvencije OCCAR. Priloge I in II konvencije OCCAR sta priloženi temu pismu o ponudbi kot Dodatek I (Priloga I konvencije OCCAR) in Dodatek II (Priloga II konvencije OCCAR) in sta sestavni del tega Pisma o ponudbi.

4. Republika Slovenija se z drugimi državami, ki sodelujejo v programu Boxer, pogaja glede odločitve o programu v skladu s pravili OCCAR. S podpisom odločitve o programu je program za Republiko Slovenijo pravno zavezujoč enako kot za države članice OCCAR in sodelujoče države v programu, ki so že podpisnice odločitve o programu. Odločitev o programu je odločitev, navedena v 38. členu konvencije OCCAR, v dodatku III.

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

6. Ta sporazum začne veljati z dnem pisnega obvestila Vlade Republike Slovenije prek njenega nacionalnega ali institucionalnega predstavnika o končanem notranjepravnem postopku za začetek veljavnosti sporazuma. Z začetkom veljavnosti tega sporazuma se vse odločitve nacionalnega ali institucionalnega predstavnika Republike Slovenije za program Boxer potrdijo kot odločitve predstavnika Republike Slovenije v programskem odboru ali programskem svetu, odvisno od primera.

Hvaležen bi bil, če z vrnitvijo pisma o sprejetju iz priloge D potrdite, da so zgornje določbe sprejemljive za vašo vlado.

S spoštovanjem,

Viceadmiral Rick Thompson l.r.
Generalni direktor zračnih sil, DE&S
predsedujoči nadzornega sveta OCCAR

Dodatek I k Pismu o ponudbi

PRIVILEGIJI IN IMUNITETE

Prvi odstavek 22. člena konvencije OCCAR:

Osebjū OCCAR se priznajo privilegiji in imunitete, opredeljeni v prilogi I te konvencije. NS mora zagotoviti, da se število delovnih mest omeji na mesta, katerih naloge so takšne, da zahtevajo hkratno zagotovitev privilegijev in imunitet. Osebjū ne vključuje osebjū, ki je napoteno v OCCAR, ne dela po pogodbi z OCCAR in ima za namene priloge I status strokovnjaka.

40. člen konvencije OCCAR:

OCCAR, njegovo osebjū in strokovnjaki ter predstavniki držav članic so upravičeni do privilegijev in imunitet iz priloge I konvencije OCCAR.

OCCAR sklepa sporazume o sedežih OCCAR, njegovih programskih oddelkih in zmogljivostih, vzpostavljenih skladno z določbami te konvencije, z državami članicami, na ozemlju katerih so posamezni sedeži, programski oddelki in zmogljivosti.

Prvi odstavek 41. člena konvencije OCCAR:

Pooblastila iz 39¹. in 40. člena konvencije OCCAR izvaja NS, ki ta pooblastila lahko prenese na direktorja. Če NS pooblastila ni prenesel na direktorja, lahko kljub temu direktorja ali katerega koli drugega člana osebjū, ki ga določi, pooblasti za podpis pogodbe ali sprejem oziroma podpis mednarodnega sporazuma.

**PRILOGA I konvencije OCCAR
PRIVILEGIJI IN IMUNITETE**

1. ČLEN

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

2. ČLEN

Arhivi OCCAR so nedotakljivi.

3. ČLEN

1. OCCAR ima imuniteto pred sodno pristojnostjo in izvršbo, razen:

- a) če se s sklepom NS v določenem primeru izrecno odpove taki imuniteti; NS odvzame imuniteto v vseh primerih, ko bi sklicevanje nanjo oviralo pravne postopke in se ji je mogoče odpovedati, ne da bi to ogrozilo interese OCCAR;

¹ 39. člen konvencije OCCAR:

OCCAR ima polno pravno subjektiviteto in še zlasti sposobnost, da:

- a) sklepa pogodbe,
- b) pridobiva nepremično in premično premoženje ter z njim razpolaga,
- c) sproži pravne postopke.

- b) v povezavi s civilno tožbo tretje osebe za škodo, ki je nastala zaradi nesreče, ki jo je povzročilo motorno vozilo, ki pripada ali se ga uporablja v imenu OCCAR, ali v povezavi s prometnim prekrškom, ki vključuje tako vozilo;
 - c) v povezavi z izvršitvijo arbitražne odločbe, skladne s pogoji katere koli pogodbe, ki jo je sklenil OCCAR;
 - d) ob zasegu plač in prejemkov, ki jih OCCAR dolguje uslužbencu skladno z odločitvijo sodnih organov.
2. Lastnina in premoženje OCCAR, kjer koli je, ima imuniteto pred vsakršno obliko odvzema, zaplembe, razlastitve ali zasega. Prav tako imajo imuniteto pred kakršno koli obliko upravne ali začasne sodne omejitve, razen če je to začasno potrebno v povezavi s preprečevanjem in preiskovanjem nesreč z motornimi vozili, ki pripadajo ali se uporabljajo v imenu OCCAR.

4. ČLEN

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

5. ČLEN

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

6. ČLEN

1. Za namene 4. in 5. člena te priloge uradne dejavnosti OCCAR vključujejo njegove poslovne dejavnosti, vključno z njegovimi dejavnostmi v povezavi s shemo socialne varnosti.
2. Določbe 4. in 5. člena te priloge se ne uporabljajo za davke in dajatve, ki so le pristojbine za storitve gospodarskih javnih služb se.

7. ČLEN

Nobena oprostitev iz 4. in 5. člena te priloge se ne odobri za kupljeno ali uvoženo blago ali opravljene storitve za osebne potrebe osebja OCCAR.

8. ČLEN

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

9. ČLEN

Promet s publikacijami in drugim informacijskim gradivom, ki ga pošilja ali prejema OCCAR, ni omejen.

10. ČLEN

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

11. ČLEN

1. Za uradno sporazumevanje in prenos vseh svojih dokumentov je OCCAR upravičen do obravnave, ki ni manj ugodna od tiste, ki jo vsaka država članica priznava drugim mednarodnim organizacijam.
2. Uradno sporazumevanje OCCAR s katerimi koli sredstvi komuniciranja se ne cenzurira.

12. ČLEN

Države članice sprejmejo ustrezne ukrepe za olajšanje vstopa na svoje ozemlje, bivanja na njem ali odhoda uslužbencev OCCAR z njega.

13. ČLEN

1. Predstavniki držav članic med opravljanjem svojih nalog in potjo do kraja zasedanja in z njega uživajo naslednje privilegije in imunitete:
 - a) imuniteta pred aretacijo in pridržanjem ter odvzemom osebne prtljage;
 - b) imuniteta pred sodno pristojnostjo, tudi po prenehanju njihove naloge, v povezavi z dejanji, vključno z izgovorjenimi in napisanimi besedami, pri opravljanju njihovih nalog; ta imuniteta ne velja ob prometnem prekršku, ki ga stori predstavnik/predstavnica države članice, niti ob škodi, ki jo povzroči motorno vozilo, ki mu/ji pripada ali ga vozi;
 - c) nedotakljivost njihovih uradnih listin in dokumentov;
 - d) pravica do uporabe kod in prejetanja dokumentov ali dopisov po posebnih kurirjih ali v zapečatenih vrečah;
 - e) oprostitev ukrepov, ki omejujejo vstop, in formalnosti prijave tujcev, za njih, njihove zakonce in vzdrževane otroke;
 - f) enake ugodnosti v povezavi z valutami in deviznim nadzorom, kot so podeljene predstavnikom tujih vlad na začasnih uradnih misijah;
 - g) enake carinske ugodnosti glede osebne prtljage, kot so podeljene diplomatom.
2. Privilegiji in imunitete se podelijo predstavnikom držav članic za zagotovitev popolne neodvisnosti pri opravljanju njihovih nalog v povezavi z OCCAR in ne za njihovo osebno korist. Zato mora država članica odvzeti imuniteto predstavniku, če bi imuniteta ovirala pravne postopke in njen odvzem ne bi vplival na namen, za katerega je bila podeljena.

14. ČLEN

Poleg privilegijev in imunitet iz 15. člena te priloge ima direktor in, kadar je to mesto nezasedeno, oseba, ki je imenovana za opravljanje dela na tem mestu, privilegije in imunitete, do katerih so upravičeni diplomati primerljivega razreda.

15. ČLEN

Uslužbenci OCCAR:

- a) imajo tudi po prenehanju službe v OCCAR imuniteto pred sodno pristojnostjo v povezavi z dejanji, vključno z izgovorjenimi in napisanimi besedami, pri opravljanju njihovih nalog; ta imuniteta ne velja ob prometnem prekršku, ki ga je storil uslužbenec/uslužbenka OCCAR, niti ob škodi, ki jo povzroči vozilo, ki mu/ji pripada ali ga vozi;
- b) so oproščeni vseh obveznosti v povezavi z vojaško službo;
- c) so upravičeni do nedotakljivosti njihovih uradnih listin in dokumentov;
- d) imajo enake ugodnosti glede izvzetja iz vseh ukrepov, ki omejujejo priseljevanje in urejajo prijavo tujca, kot se običajno priznavajo uslužbencem mednarodnih organizacij; njihovi družinski člani, ki so del njihovih gospodinjstev, imajo enake ugodnosti;
- e) imajo enake ugodnosti v povezavi z deviznimi predpisi, kot se običajno priznavajo uslužbencem mednarodnih organizacij;
- e) njihovi družinski člani, ki so del njihovih gospodinjstev, imajo glede repatriacije v času mednarodne krize enake ugodnosti kot diplomati;
- g) imajo pravico, da ob prvi zaposlitvi v državi članici brez dajatev prosto uvozijo svoje pohištvo in osebne predmete in jih ob prenehanju opravljanja svojih dolžnosti v tej državi članici brez dajatev izvozijo; v obeh primerih veljajo pogoji, ki jih država članica, na ozemlju katere se pravica uveljavlja, šteje za potrebne.

16. ČLEN

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

- a) imuniteto pred sodno pristojnostjo v povezavi z dejanji, vključno z izgovorjenimi in napisanimi besedami, pri opravljanju svojih nalog, razen ob prometnem prekršku, ki ga je naredil strokovnjak, ali ob škodi, ki jo povzroči motorno vozilo, ki mu pripada ali ga vozi. Strokovnjakom pripada imuniteta tudi po prenehanju zaposlitve pri OCCAR;
- b) nedotakljivost njihovih uradnih listin in dokumentov;
- c) enake ugodnosti glede denarnih in deviznih predpisov ter njihove osebne prtljage, kot so dodeljene uradnikom tujih vlad na začasnih uradnih misijah.

17. ČLEN

1. Ob upoštevanju pogojev in po postopkih, ki jih določi NS so direktor in uslužbenci OCCAR zavezani plačilu davka na plače in prejemke, ki jih izplača OCCAR, v korist OCCAR. Take plače in prejemke direktorja ter uslužbencev OCCAR so izvzeti iz nacionalnega davka na dohodek, vendar države članice obdržijo pravico, da te plače in prejemke upoštevajo pri presoji zneska obdavčitve, ki se uporablja za dohodek iz drugih virov.

2. Določbe prvega odstavka se ne uporabljajo za rente in pokojnine, ki jih OCCAR plačuje svojim nekdanjim direktorjem in uslužbencem.

18. ČLEN

15. in 17. člen te priloge se uporabljata za vse kategorije uslužbencev, za katere veljajo kadrovski predpisi OCCAR. Skladno s členom 22(1) konvencije OCCAR Ns določi kategorije strokovnjakov, za katere se uporablja 16. člen te priloge. Imena, nazivi in naslovi strokovnjakov iz tega člena se občasno sporočijo državam članicam.

19. ČLEN

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

20. ČLEN

1. Privilegiji in imunitete, določeni s to prilogo, niso dodeljeni direktorju, uslužbencem in strokovnjakom OCCAR za njihovo osebno korist. Dodeljeni so jim izključno za to, da sta v vseh okoliščinah zagotovljena neovirano delovanje OCCAR in popolna neodvisnost oseb, ki so jim dodeljeni.
2. Direktor ima dolžnost, da odvzame imuniteto vedno, kadar bi ta ovirala potek sodnih postopkov in je to mogoče, ne da bi to vplivalo na interese OCCAR. Za odvzem direktorjeve imunitete je pristojen NS.

21. ČLEN

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

22. ČLEN

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

23. ČLEN

Nobeni državi članici ni treba priznati privilegijev in imunitet iz 13. in 14. člena ter točk b, e in g 15. člena ter točke c 16. člena te priloge svojim državljanom ali osebam, ki imajo ob prevzemu svojih dolžnosti v tej državi članici stalno prebivališče.

24. ČLEN

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

25. ČLEN

OCCAR sklene kritje za odgovornost do tretjih oseb za vozila, ki jih ima v lasti ali jih upravlja, skladno z zakoni in predpisi države članice, v kateri se vozilo uporablja. OCCAR kot pogoj za zaposlitev zahteva, da imajo uslužbenci zavarovalno kritje za odgovornost do tretjih oseb za vozila, ki jih imajo v lasti ali jih uporabljajo, skladno z zakoni in predpisi države članice, v kateri se vozilo uporablja.

Dodatek II k Pismu o ponudbi

REŠEVANJE SPOROV

48. člen konvencije OCCAR

1. Vsi spori med državami članicami v povezavi z razlago ali uporabo te konvencije se, če je mogoče, rešujejo s posvetovanjem.
2. Spor, ki se ne more rešiti s posvetovanjem, se na zahtevo katere koli strani v sporu predloži v arbitražo skladno s pogoji iz priloge II.

Drugi odstavek 49. člena konvencije OCCAR

Razen pogodb o zaposlitvi mora vsaka pogodba, ki jo sklene OCCAR za izvedbo programov, ki so mu dodeljeni, predvidevati spravo in vsebovati določbo o arbitraži.

50. člen konvencije OCCAR

Če tretja stran trdi, da ji je OCCAR, član njegovega osebja ali strokovnjak povzročil škodo ali poškodbo, OCCAR pa se imuniteti ne odreče, mora NS sprejeti vse ustrezne ukrepe za obravnavanje zahtevka in njegovo ustrezno rešitev, če je zahtevk utemeljen.

PRILOGA II konvencije OCCAR ARBITRAŽA

1. ČLEN

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

2. ČLEN

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

3. Ob smrti, nezmožnosti ali neizpolnjevanju obveznosti arbitra stranka v sporu, ki ga je imenovala, v tridesetih dneh od smrti, nezmožnosti ali neizpolnjevanja obveznosti imenuje osebo, ki arbitra nadomesti. Ob smrti, nezmožnosti ali neizpolnjevanju obveznosti predsednika se oseba, ki ga nadomesti, imenuje pod pogoji, določenimi v točki c prvega odstavka v devetdesetih dneh po smrti, nezmožnosti ali neizpolnjevanju obveznosti.

3. ČLEN

Razsodišče lahko obravnava nasprotne tožbe, neposredno povezane s predmetom spora, in o njih odloča.

4. ČLEN

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

5. ČLEN

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

6. ČLEN

Če bi odločitev lahko vplivala na interese kakšne stranke, lahko ta po pisnem obvestilu strankam v sporu poseže v arbitražni postopek s soglasjem razsodišča in na svoje stroške. Vsaka stranka, ki tako poseže, lahko skladno s postopki, določenimi v 7. členu te priloge, predloži dokazila ali dokumentacijo ali ustno utemelji vprašanja, ki so razlog za poseg v postopek, vendar ne more poseči v sestavo razsodišča.

7. ČLEN

Razsodišče sprejme svoj poslovnik.

8. ČLEN

1. Razsodišče odloča o postopkih in lokacijah sej ter sprejema odločitve z večino glasov svojih članov.
2. Stranke v sporu olajšajo delo razsodišča, zato stranke:
 - a) priskrbijo razsodišču vso ustrezno dokumentacijo in informacije,
 - b) dovolijo razsodišču, da obišče njihovo ozemlje, zasliši priče ali strokovnjake in obišče kraje, na katerih lahko razsodišče zadevni spor na kraju samem.
3. Dejstvo, da stranka v sporu ne upošteva določb drugega odstavka ali ne zagovarja svoje zadeve, razsodišču ne preprečuje, da bi odločalo ali izdalo odločbo.

9. ČLEN

Razsodišče odloči v šestih mesecih od dneva ustanovitve, razen če meni, da je treba ta rok podaljšati, vendar največ za pet mesecev. Razsodišče utemelji svojo odločitev. Odločitev je dokončna in brez možnosti pritožbe ter se sporoči depozitarju, ki o njej obvesti stranke. Stranke v sporu jo nemudoma izvršijo.

Dodatek III k Pismu o ponudbi

**SODELOVANJE Z DRŽAVAMI NEČLANICAMI IN MEDNARODNIMI
ORGANIZACIJAMI**

37. člen konvencije OCCAR

OCCAR lahko sodeluje z drugimi mednarodnimi organizacijami in ustanovami ter tudi z vladami, organizacijami in ustanovami držav nečlanic ter z njimi sklepa sporazume.

38. člen konvencije OCCAR

Tako sodelovanje lahko poteka v obliki udeležbe držav nečlanic ali mednarodnih organizacij v enem ali več programih. Taki dogovori lahko urejajo zadeve, ki so povezane izključno s programom, v katerem sodeluje država nečlanica ali mednarodna organizacija in o katerem odloča NS v dogovoru z navedeno državo nečlanico ali organizacijo.

Pismo o sprejetju

Spoštovani minister,

veseli me, da sem prejel vaše pismo z dne 9. julija 2021, ki se glasi:

»Spoštovani minister,

od izdaje pisma o ponudbi z dne 1. oktobra 2018 (zveza 1) in poznejše začasne prekinitve vključevanja Slovenije k OCCAR programu Boxer se je spremenil Memorandum o soglasju iz prvega odstavka pisma o ponudbi (zveza 1). Da bi se odrazilo trenutno stanje OCCAR programa Boxer in odpravile nejasnosti glede začetka veljavnosti pooblastila za upravljanje programa, se pismo o ponudbi z dne 1. oktobra 2018 nadomesti s tem pismom o ponudbi z dne 9. julija 2021.

Na podlagi razgovorov med našimi predstavniki, na podlagi katerih so bili opredeljeni pogoji vašega sodelovanja v programu Boxer in pooblastila za upravljanje programa, ki ga je 27. junija 2018 odobril nadzorni svet za sodelovanje Republike Slovenije v programu Boxer v skladu z Memorandumom o soglasju, sklenjenim med Zveznim ministrstvom za obrambo Zvezne republike Nemčije, Ministrstvom za nacionalno obrambo Republike Litve, ministrom za obrambo Kraljevine Nizozemske in Združenim kraljestvom Velike britanije in Severne Irske, s spremembami, povezanimi s tretjo in četrto fazo programa Boxer, mi je v čast, da v imenu OCCAR predlagam naslednje določbe:

1. Potrjujete namero, da boste sodelovali v programu Boxer in da ga bo upravljal OCCAR v skladu s pravili OCCAR (glejte drugi odstavek spodaj). Vaši predstavniki bodo sodelovali v programskem svetu in programskem odboru, ki ju je oblikoval NS OCCAR za upravljanje programa Boxer, skladno z opisom v pravilih upravljanja OCCAR 1, 2, 3 in 4. Predstavniki bodo imeli polna pooblastila za odločanje o vseh zadevah v pristojnosti programskega sveta in programskega odbora.
2. V tem dokumentu pravila OCCAR pomenijo konvencijo OCCAR in varnostni sporazum OCCAR, vključno z ustreznimi odločitvami, ki se nanašajo na njuno razlago, ter postopke OCCAR (vključno z vsemi načeli, strategijami in politikami). Uporabljala se bo različica teh dokumentov, ki bo veljala v času uporabe in bo dostopna vašim predstavnikom.
3. Za program Boxer se uporabljajo določbe o privilegijih in imunitetah ter arbitražna klavzula iz Prilog I in II konvencije OCCAR. Prilogi I in II konvencije OCCAR sta priloženi temu pismu o ponudbi kot Dodatek I (Priloga I konvencije OCCAR) in Dodatek II (Priloga II konvencije OCCAR) in sta sestavni del tega Pisma o ponudbi.
4. Republika Slovenija se z drugimi državami, ki sodelujejo v programu Boxer, pogaja glede odločitve o programu v skladu s pravili OCCAR. S podpisom odločitve o programu je program za Republiko Slovenijo pravno zavezujoč enako kot za države članice OCCAR in sodelujoče države v programu, ki so že podpisnice odločitve o programu. Odločitev o programu je odločitev, navedena v 38. členu konvencije OCCAR, v dodatku III.
5. To pismo skupaj z vašim odgovorom predstavlja sporazum iz 37. člena konvencije OCCAR, iz dodatka III, med OCCAR in vašo vlado o upravljanju programa Boxer s strani OCCAR.
6. Ta sporazum začne veljati z dnem pisnega obvestila Vlade Republike Slovenije prek njenega nacionalnega ali institucionalnega predstavnika o končanem notranjepravnem postopku za začetek veljavnosti sporazuma. Z začetkom veljavnosti tega sporazuma se vse odločitve nacionalnega ali institucionalnega predstavnika Republike Slovenije za program Boxer potrdijo kot odločitve predstavnika Republike Slovenije v programskem odboru ali programskem svetu, odvisno od primera.

Hvaležen bi bil, za vašo potrditev, da so zgornje določbe sprejemljive za vašo vlado.«

S spoštovanjem,«

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

S spoštovanjem,

Republika Slovenija Ministrstvo za obrambo

**Viceadmiral Rick Thompson, Generalni direktor zračnih sil, DE&S
predsedujoči nadzornega sveta OCCAR**

Številka: 511-62/2021-35

Ljubljana, 13. 11. 2021

Zadeva: Program BOXER - Pismo o sprejetju

Zveza: Pismo o ponudbi z dne 9. 7. 2021

Priloge: **A. Dodatek I – Privilegiji in imunitete**
 B. Dodatek II – Reševanje sporov
 C. Dodatek III – Sodelovanje z državami nečlanicami in mednarodnimi
 organizacijami

Spoštovani viceadmiral Thompson,

veseli me, da sem prejel vaše pismo z dne 9. julija 2021, ki se glasi:

»Spoštovani minister,

od izdaje pisma o ponudbi z dne 1. oktobra 2018 (zveza 1) in poznejše začasne prekinitve vključevanja Slovenije k OCCAR programu Boxer se je spremenil Memorandum o soglasju iz prvega odstavka pisma o ponudbi (zveza 1). Da bi se odrazilo trenutno stanje OCCAR programa Boxer in odpravile nejasnosti glede začetka veljavnosti pooblastila za upravljanje programa, se pismo o ponudbi z dne 1. oktobra 2018 nadomesti s tem pismom o ponudbi z dne 9. julija 2021.

Na podlagi razgovorov med našimi predstavniki, na podlagi katerih so bili opredeljeni pogoji vašega sodelovanja v programu Boxer in pooblastila za upravljanje programa, ki ga je 27. junija 2018 odobril nadzorni svet za sodelovanje Republike Slovenije v programu Boxer v skladu z Memorandumom o soglasju, sklenjenjenim med Zveznim ministrstvom za obrambo Zvezne republike Nemčije, Ministrstvom za nacionalno obrambo Republike Litve, ministrom za obrambo Kraljevine Nizozemske in Združenim kraljestvom Velike britanije in Severne Irske, s spremembami, povezanimi s tretjo in četrto fazo programa Boxer, mi je v čast, da v imenu OCCAR predlagam naslednje določbe:

1. Potrjujete namero, da boste sodelovali v programu Boxer in da ga bo upravljal OCCAR v skladu s pravili OCCAR (glejte drugi odstavek spodaj). Vaši predstavniki bodo sodelovali v programskem svetu in programskem odboru, ki ju je oblikoval NS OCCAR za upravljanje programa Boxer, skladno z opisom v pravilih upravljanja OCCAR 1, 2, 3 in 4. Predstavniki bodo imeli polna pooblastila za odločanje o vseh zadevah v pristojnosti programskega sveta in programskega odbora.

2. V tem dokumentu pravila OCCAR pomenijo konvencijo OCCAR in varnostni sporazum OCCAR, vključno z ustreznimi odločitvami, ki se nanašajo na njuno razlago, ter postopke OCCAR (vključno z vsemi načeli, strategijami in politikami). Uporabljala se bo različica teh dokumentov, ki bo veljala v času uporabe in bo dostopna vašim predstavnikom.

3. Za program Boxer se uporabljajo določbe o privilegijih in imunitetah ter arbitražna klavzula iz Prilog I in II konvencije OCCAR. Prilogi I in II konvencije OCCAR sta priloženi temu pismu o

ponudbi kot Dodatek I (Priloga I konvencije OCCAR) in Dodatek II (Priloga II konvencije OCCAR) in sta sestavni del tega Pisma o ponudbi.

4. Republika Slovenija se z drugimi državami, ki sodelujejo v programu Boxer, pogaja glede odločitve o programu v skladu s pravili OCCAR. S podpisom odločitve o programu je program za Republiko Slovenijo pravno zavezujoč enako kot za države članice OCCAR in sodelujoče države v programu, ki so že podpisnice odločitve o programu. Odločitev o programu je odločitev, navedena v 38. členu konvencije OCCAR, v dodatku III.

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

6. Ta sporazum začne veljati z dnem pisnega obvestila Vlade Republike Slovenije prek njenega nacionalnega ali institucionalnega predstavnika o končanem notranjepravnem postopku za začetek veljavnosti sporazuma. Z začetkom veljavnosti tega sporazuma se vse odločitve nacionalnega ali institucionalnega predstavnika Republike Slovenije za program Boxer potrdijo kot odločitve predstavnika Republike Slovenije v programskem odboru ali programskem svetu, odvisno od primera.

Hvaležen bi bil, če z vrnitvijo pisma o sprejetju iz priloge D potrdite, da so zgornje določbe sprejemljive za vašo vlado.»

V čast mi je, da vas lahko obvestim, da Vlada Republike Slovenije sprejema zgoraj navedene določbe. V skladu s tem vaše pismo z dne 9. julija 2021 skupaj s tem pismom odgovorom predstavlja Sporazum med Vlado Republike Slovenije in Organizacijo za sodelovanje pri skupnem oboroževanju (OCCAR) o upravljanju programa Boxer s strani OCCAR.

S spoštovanjem,

Matej TONIN l.r.
minister za obrambo Republike Slovenije

Dodatek I k Pismu o ponudbi

PRIVILEGIJI IN IMUNITETE

Prvi odstavek 22. člena konvencije OCCAR:

Osebjū OCCAR se priznajo privilegiji in imunitete, opredeljeni v prilogi I te konvencije. NS mora zagotoviti, da se število delovnih mest omeji na mesta, katerih naloge so takšne, da zahtevajo hkratno zagotovitev privilegijev in imunitet. Osebjū ne vključuje osebjū, ki je napoteno v OCCAR, ne dela po pogodbi z OCCAR in ima za namene priloge I status strokovnjaka.

40. člen konvencije OCCAR:

OCCAR, njegovo osebjū in strokovnjaki ter predstavniki držav članic so upravičeni do privilegijev in imunitet iz priloge I konvencije OCCAR.

OCCAR sklepa sporazume o sedežih OCCAR, njegovih programskih oddelkih in zmogljivostih, vzpostavljenih skladno z določbami te konvencije, z državami članicami, na ozemlju katerih so posamezni sedeži, programski oddelki in zmogljivosti.

Prvi odstavek 41. člena konvencije OCCAR:

Pooblastila iz 39¹. in 40. člena konvencije OCCAR izvaja NS, ki ta pooblastila lahko prenese na direktorja. Če NS pooblastila ni prenesel na direktorja, lahko kljub temu direktorja ali katerega koli drugega člana osebjū, ki ga določi, pooblasti za podpis pogodbe ali sprejem oziroma podpis mednarodnega sporazuma.

**PRILOGA I konvencije OCCAR
PRIVILEGIJI IN IMUNITETE**

1. ČLEN

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

2. ČLEN

Arhivi OCCAR so nedotakljivi.

3. ČLEN

1. OCCAR ima imuniteto pred sodno pristojnostjo in izvršbo, razen:

- a) če se s sklepom NS v določenem primeru izrecno odpove taki imuniteti; NS odvzame imuniteto v vseh primerih, ko bi sklicevanje nanjo oviralo pravne postopke in se ji je mogoče odpovedati, ne da bi to ogrozilo interese OCCAR;

1 39. člen konvencije OCCAR:

OCCAR ima polno pravno subjektiviteto in še zlasti sposobnost, da:

- a) sklepa pogodbe,
- b) pridobiva nepremično in premično premoženje ter z njim razpolaga,
- c) sproži pravne postopke.

- b) v povezavi s civilno tožbo tretje osebe za škodo, ki je nastala zaradi nesreče, ki jo je povzročilo motorno vozilo, ki pripada ali se ga uporablja v imenu OCCAR, ali v povezavi s prometnim prekrškom, ki vključuje tako vozilo;
 - c) v povezavi z izvršitvijo arbitražne odločbe, skladne s pogoji katere koli pogodbe, ki jo je sklenil OCCAR;
 - d) ob zasegu plač in prejemkov, ki jih OCCAR dolguje uslužbencu skladno z odločitvijo sodnih organov.
2. Lastnina in premoženje OCCAR, kjer koli je, ima imuniteto pred vsakršno obliko odvzema, zaplembe, razlastitve ali zasega. Prav tako imajo imuniteto pred kakršno koli obliko upravne ali začasne sodne omejitve, razen če je to začasno potrebno v povezavi s preprečevanjem in preiskovanjem nesreč z motornimi vozili, ki pripadajo ali se uporabljajo v imenu OCCAR.

4. ČLEN

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

5. ČLEN

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

6. ČLEN

1. Za namene 4. in 5. člena te priloge uradne dejavnosti OCCAR vključujejo njegove poslovne dejavnosti, vključno z njegovimi dejavnostmi v povezavi s shemo socialne varnosti.
2. Določbe 4. in 5. člena te priloge se ne uporabljajo za davke in dajatve, ki so le pristojbine za storitve gospodarskih javnih služb se.

7. ČLEN

Nobena oprostitev iz 4. in 5. člena te priloge se ne odobri za kupljeno ali uvoženo blago ali opravljene storitve za osebne potrebe osebja OCCAR.

8. ČLEN

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

9. ČLEN

Promet s publikacijami in drugim informacijskim gradivom, ki ga pošilja ali prejema OCCAR, ni omejen.

10. ČLEN

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

11. ČLEN

1. Za uradno sporazumevanje in prenos vseh svojih dokumentov je OCCAR upravičen do obravnave, ki ni manj ugodna od tiste, ki jo vsaka država članica priznava drugim mednarodnim organizacijam.
2. Uradno sporazumevanje OCCAR s katerimi koli sredstvi komuniciranja se ne cenzurira.

12. ČLEN

Države članice sprejmejo ustrezne ukrepe za olajšanje vstopa na svoje ozemlje, bivanja na njem ali odhoda uslužbencev OCCAR z njega.

13. ČLEN

1. Predstavniki držav članic med opravljanjem svojih nalog in potjo do kraja zasedanja in z njega uživajo naslednje privilegije in imunitete:
 - a) imuniteta pred aretacijo in pridržanjem ter odvzemom osebne prtljage;
 - b) imuniteta pred sodno pristojnostjo, tudi po prenehanju njihove naloge, v povezavi z dejanji, vključno z izgovorjenimi in napisanimi besedami, pri opravljanju njihovih nalog; ta imuniteta ne velja ob prometnem prekršku, ki ga stori predstavnik/predstavnica države članice, niti ob škodi, ki jo povzroči motorno vozilo, ki mu/ji pripada ali ga vozi;
 - c) nedotakljivost njihovih uradnih listin in dokumentov;
 - d) pravica do uporabe kod in prejemanja dokumentov ali dopisov po posebnih kurirjih ali v zapečatenih vrečah;
 - e) oprostitev ukrepov, ki omejujejo vstop, in formalnosti prijave tujcev, za njih, njihove zakonce in vzdrževane otroke;
 - f) enake ugodnosti v povezavi z valutami in deviznim nadzorom, kot so podeljene predstavnikom tujih vlad na začasnih uradnih misijah;
 - g) enake carinske ugodnosti glede osebne prtljage, kot so podeljene diplomatom.
2. Privilegiji in imunitete se podelijo predstavnikom držav članic za zagotovitev popolne neodvisnosti pri opravljanju njihovih nalog v povezavi z OCCAR in ne za njihovo osebno korist. Zato mora država članica odvzeti imuniteto predstavniku, če bi imuniteta ovirala pravne postopke in njen odvzem ne bi vplival na namen, za katerega je bila podeljena.

14. ČLEN

Poleg privilegijev in imunitet iz 15. člena te priloge ima direktor in, kadar je to mesto nezasedeno, oseba, ki je imenovana za opravljanje dela na tem mestu, privilegije in imunitete, do katerih so upravičeni diplomati primerljivega razreda.

15. ČLEN

Uslužbenci OCCAR:

- a) imajo tudi po prenehanju službe v OCCAR imuniteto pred sodno pristojnostjo v povezavi z dejanji, vključno z izgovorjenimi in napisanimi besedami, pri opravljanju njihovih nalog; ta imuniteta ne velja ob prometnem prekršku, ki ga je storil uslužbenec/uslužbenka OCCAR, niti ob škodi, ki jo povzroči vozilo, ki mu/ji pripada ali ga vozi;
- b) so oproščeni vseh obveznosti v povezavi z vojaško službo;
- c) so upravičeni do nedotakljivosti njihovih uradnih listin in dokumentov;
- d) imajo enake ugodnosti glede izvzetja iz vseh ukrepov, ki omejujejo priseljevanje in urejajo prijavo tujca, kot se običajno priznavajo uslužbencem mednarodnih organizacij; njihovi družinski člani, ki so del njihovih gospodinjstev, imajo enake ugodnosti;
- e) imajo enake ugodnosti v povezavi z deviznimi predpisi, kot se običajno priznavajo uslužbencem mednarodnih organizacij;
- e) njihovi družinski člani, ki so del njihovih gospodinjstev, imajo glede repatriacije v času mednarodne krize enake ugodnosti kot diplomati;
- g) imajo pravico, da ob prvi zaposlitvi v državi članici brez dajatev prosto uvozijo svoje pohištvo in osebne predmete in jih ob prenehanju opravljanja svojih dolžnosti v tej državi članici brez dajatev izvozijo; v obeh primerih veljajo pogoji, ki jih država članica, na ozemlju katere se pravica uveljavlja, šteje za potrebne.

16. ČLEN

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

- a) imuniteto pred sodno pristojnostjo v povezavi z dejanji, vključno z izgovorjenimi in napisanimi besedami, pri opravljanju svojih nalog, razen ob prometnem prekršku, ki ga je naredil strokovnjak, ali ob škodi, ki jo povzroči motorno vozilo, ki mu pripada ali ga vozi. Strokovnjakom pripada imuniteta tudi po prenehanju zaposlitve pri OCCAR;
- b) nedotakljivost njihovih uradnih listin in dokumentov;
- c) enake ugodnosti glede denarnih in deviznih predpisov ter njihove osebne prtljage, kot so dodeljene uradnikom tujih vlad na začasnih uradnih misijah.

17. ČLEN

1. Ob upoštevanju pogojev in po postopkih, ki jih določi NS so direktor in uslužbenci OCCAR zavezani plačilu davka na plače in prejemke, ki jih izplača OCCAR, v korist OCCAR. Take plače in prejemke direktorja ter uslužbencev OCCAR so izvzeti iz nacionalnega davka na dohodek, vendar države članice obdržijo pravico, da te plače in prejemke upoštevajo pri presoji zneska obdavčitve, ki se uporablja za dohodek iz drugih virov.

2. Določbe prvega odstavka se ne uporabljajo za rente in pokojnine, ki jih OCCAR plačuje svojim nekdanjim direktorjem in uslužbencem.

18. ČLEN

15. in 17. člen te priloge se uporabljata za vse kategorije uslužbencev, za katere veljajo kadrovski predpisi OCCAR. Skladno s členom 22(1) konvencije OCCAR Ns določi kategorije strokovnjakov, za katere se uporablja 16. člen te priloge. Imena, nazivi in naslovi strokovnjakov iz tega člena se občasno sporočijo državam članicam.

19. ČLEN

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

20. ČLEN

1. Privilegiji in imunitete, določeni s to prilogo, niso dodeljeni direktorju, uslužbencem in strokovnjakom OCCAR za njihovo osebno korist. Dodeljeni so jim izključno za to, da sta v vseh okoliščinah zagotovljena neovirano delovanje OCCAR in popolna neodvisnost oseb, ki so jim dodeljeni.
2. Direktor ima dolžnost, da odvzame imuniteto vedno, kadar bi ta ovirala potek sodnih postopkov in je to mogoče, ne da bi to vplivalo na interese OCCAR. Za odvzem direktorjeve imunitete je pristojen NS.

21. ČLEN

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

22. ČLEN

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

23. ČLEN

Nobeni državi članici ni treba priznati privilegijev in imunitet iz 13. in 14. člena ter točk b, e in g 15. člena ter točke c 16. člena te priloge svojim državljanom ali osebam, ki imajo ob prevzemu svojih dolžnosti v tej državi članici stalno prebivališče.

24. ČLEN

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

25. ČLEN

OCCAR sklene kritje za odgovornost do tretjih oseb za vozila, ki jih ima v lasti ali jih upravlja, skladno z zakoni in predpisi države članice, v kateri se vozilo uporablja. OCCAR kot pogoj za zaposlitev zahteva, da imajo uslužbenci zavarovalno kritje za odgovornost do tretjih oseb za vozila, ki jih imajo v lasti ali jih uporabljajo, skladno z zakoni in predpisi države članice, v kateri se vozilo uporablja.

Dodatek II k Pismu o ponudbi

REŠEVANJE SPOROV

48. člen konvencije OCCAR

1. Vsi spori med državami članicami v povezavi z razlago ali uporabo te konvencije se, če je mogoče, rešujejo s posvetovanjem.
2. Spor, ki se ne more rešiti s posvetovanjem, se na zahtevo katere koli strani v sporu predloži v arbitražo skladno s pogoji iz priloge II.

Drugi odstavek 49. člena konvencije OCCAR

Razen pogodb o zaposlitvi mora vsaka pogodba, ki jo sklene OCCAR za izvedbo programov, ki so mu dodeljeni, predvidevati spravo in vsebovati določbo o arbitraži.

50. člen konvencije OCCAR

Če tretja stran trdi, da ji je OCCAR, član njegovega osebja ali strokovnjak povzročil škodo ali poškodbo, OCCAR pa se imuniteti ne odreče, mora NS sprejeti vse ustrezne ukrepe za obravnavanje zahtevka in njegovo ustrezno rešitev, če je zahtevk utemeljen.

PRILOGA II konvencije OCCAR ARBITRAŽA

1. ČLEN

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

2. ČLEN

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

3. Ob smrti, nezmožnosti ali neizpolnjevanju obveznosti arbitra stranka v sporu, ki ga je imenovala, v tridesetih dneh od smrti, nezmožnosti ali neizpolnjevanja obveznosti imenuje osebo, ki arbitra nadomesti. Ob smrti, nezmožnosti ali neizpolnjevanju obveznosti predsednika se oseba, ki ga nadomesti, imenuje pod pogoji, določenimi v točki c prvega odstavka v devetdesetih dneh po smrti, nezmožnosti ali neizpolnjevanju obveznosti.

3. ČLEN

Razsodišče lahko obravnava nasprotne tožbe, neposredno povezane s predmetom spora, in o njih odloča.

4. ČLEN

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

5. ČLEN

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

6. ČLEN

Če bi odločitev lahko vplivala na interese kakšne stranke, lahko ta po pisnem obvestilu strankam v sporu poseže v arbitražni postopek s soglasjem razsodišča in na svoje stroške. Vsaka stranka, ki tako poseže, lahko skladno s postopki, določenimi v 7. členu te priloge, predloži dokazila ali dokumentacijo ali ustno utemelji vprašanja, ki so razlog za poseg v postopek, vendar ne more poseči v sestavo razsodišča.

7. ČLEN

Razsodišče sprejme svoj poslovnik.

8. ČLEN

1. Razsodišče odloča o postopkih in lokacijah sej ter sprejema odločitve z večino glasov svojih članov.
2. Stranke v sporu olajšajo delo razsodišča, zato stranke:
 - a) priskrbijo razsodišču vso ustrezno dokumentacijo in informacije,
 - b) dovolijo razsodišču, da obišče njihovo ozemlje, zasliši priče ali strokovnjake in obišče kraje, na katerih lahko razsodišče zadevni spor na kraju samem.
3. Dejstvo, da stranka v sporu ne upošteva določb drugega odstavka ali ne zagovarja svoje zadeve, razsodišču ne preprečuje, da bi odločalo ali izdalo odločbo.

9. ČLEN

Razsodišče odloči v šestih mesecih od dneva ustanovitve, razen če meni, da je treba ta rok podaljšati, vendar največ za pet mesecev. Razsodišče utemelji svojo odločitev. Odločitev je dokončna in brez možnosti pritožbe ter se sporoči depozitarju, ki o njej obvesti stranke. Stranke v sporu jo nemudoma izvršijo.

Dodatek III k Pismu o ponudbi

**SODELOVANJE Z DRŽAVAMI NEČLANICAMI IN MEDNARODNIMI
ORGANIZACIJAMI**

37. člen konvencije OCCAR

OCCAR lahko sodeluje z drugimi mednarodnimi organizacijami in ustanovami ter tudi z vladami, organizacijami in ustanovami držav nečlanic ter z njimi sklepa sporazume.

38. člen konvencije OCCAR

Tako sodelovanje lahko poteka v obliki udeležbe držav nečlanic ali mednarodnih organizacij v enem ali več programih. Taki dogovori lahko urejajo zadeve, ki so povezane izključno s programom, v katerem sodeluje država nečlanica ali mednarodna organizacija in o katerem odloča NS v dogovoru z navedeno državo nečlanico ali organizacijo.

3. člen

Za izvajanje sporazuma skrbi ministrstvo, pristojno za obrambo.

4. člen

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

OBRAZLOŽITEV

Dolgoročni in srednjeročni razvojno-usmerjevalni in načrtovalni dokumenti na področju obrambe, predvsem Resolucija o splošnem dolgoročnem programu razvoja in opremljanja Slovenske vojske do leta 2025 (Uradni list RS, št. 99/10) in Srednjeročni obrambni program Republike Slovenije 2018-2023 (sklep Vlade RS, št. 80300-3/2018/3 z dne 19. 4. 2018 in št. 80300-1/2021/3 z dne 21. 4. 2021) predvidevajo opremljanje Slovenske vojske z bojnimi kolesnimi vozili 8 x 8 kot temeljno platformo za izgradnjo Srednje bataljonske bojne skupine Slovenske vojske.

Skladno z navedenimi dokumenti je Ministrstvo za obrambo sprejelo odločitev za nakup bojnih kolesnih vozil 8 x 8, pri čemer je za najustreznejši postopek nakupa teh vozil ocenilo pridruženje Republike Slovenije k obstoječemu večnacionalnemu programu Boxer v okviru Organizacije za sodelovanje pri skupnem oboroževanju (OCCAR) in nakup bojnih kolesnih vozil 8 X 8 Boxer (v nadaljevanju vozila Boxer).

Sporazum med Vlado Republike Slovenije in Organizacijo za sodelovanje pri skupnem oboroževanju (OCCAR) o upravljanju programa Boxer s strani OCCAR (v nadaljevanju sporazum) bo vzpostavil pravno podlago za upravljanje programa Boxer za Republiko Slovenijo s strani OCCAR in opredelil pogoje njenega sodelovanja v programu.

Sporazum je bil sklenjen z izmenjavo pisem, in sicer pisma o ponudbi, ki ga je prek Ministrstva za obrambo na Vlado Republike Slovenije naslovil predsedujoči nadzornega sveta OCCAR in ki opredeljuje upravljanje programa Boxer za Republiko Slovenijo s strani OCCAR ter pogoje njenega sodelovanja v programu, in pisma o sprejetju pogojev, ki ga je Vlada Republike Slovenije prek Ministrstva za obrambo kot odgovor na pismo o ponudbi poslala predsedujočemu nadzornega sveta OCCAR, s čimer je potrdila sprejem ponujenih pogojev.

Sporazum, sklenjen z izmenjavo obeh pisem, opredeljuje sodelovanje Vlade Republike Slovenije kot države nečlanice OCCAR v programu Boxer, ki ga skladno s svojimi pravili upravlja OCCAR. S sklenitvijo sporazuma Vlada Republike Slovenije soglaša s sodelovanjem v telesih programa Boxer, in sicer programskem svetu in programskem odboru, in s prenosom pooblastil o odločanju njenim predstavnikom v teh telesih. Obenem soglaša, da OCCAR vodi in upravlja program Boxer skladno z določbami konvencije OCCAR, varnostnega sporazuma in pravili OCCAR. Gre zlasti za pravila upravljanja OCCAR, št. 1-14 (OCCAR Management Procedures – OMP 1-14), ki so dostopna na spletni strani OCCAR.

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

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

Na podlagi sporazuma bodo sklenjeni nadaljnji akti za sodelovanje Republike Slovenije v programu Boxer in za nakup vozil Boxer, in sicer mednarodni pravno zavezujoči akti (varnostni

sporazum, memorandum o soglasju in programska odločitev) ter obligacijskopravna pogodba o nakupu vozil Boxer z glavnim dobaviteljem.

Sporazum bo začel veljati z dnem, ko slovenska stran pošlje pisno obvestilo OCCAR, da so v Republiki Sloveniji končani vsi notranjepravni postopki, potrebni za začetek veljavnosti sporazuma.

Sporazum v skladu s četrnim odstavkom 75. člena Zakona o zunanjih zadevah (ZZZ-1) ratificira Državni zbor Republike Slovenije.

Zakon o ratifikaciji začne veljati naslednji dan po objavi v Uradnem listu Republike Slovenije – Mednarodne pogodbe. Za izpolnitev ciljev zmogljivosti, predvidenih z dolgoročnimi in srednjeročnimi razvojno-usmerjevalni in načrtovalni dokumenti na področju obrambe ter v ciljih zmogljivosti Nata za Republiko Slovenijo za obdobje 2022/2025 in ob upoštevanju načrtovanih sredstev v Zakonu o zagotavljanju sredstev za investicije v Slovenski vojski v letih 2021 do 2026 (Uradni list RS, št. 175/20) je treba postopke nabave vozil Boxer izpeljati čim prej. Aktivnosti nabave vozil Boxer namreč potekajo skladno z načrtovano dinamiko programa Boxer, zato je treba za pravočasno izvedbo nadaljnjih aktivnosti notranjepravne postopke za sklenitev sporazuma (ratifikacija in začetek veljavnosti) zaključiti do konca leta 2021.

Sklenitev sporazuma za Republiko Slovenijo ne prinaša neposrednih finančnih posledic, saj šele vzpostavlja pravno podlago za sodelovanje Republike Slovenije z OCCAR v programu Boxer. Neposredne finančne posledice bodo nastale s sklenitvijo izvedbenih aktov za nakup vozil Boxer, in sicer memorandum o soglasju za program Boxer, programske odločitve ter glavne pogodbe z dobaviteljem, nemškim podjetjem ARTEC, GmbH.

Sklenitev sporazuma ne zahteva izdaje novih ali spremembe veljavnih predpisov.

Sporazum ni predmet usklajevanja s pravnim redom Evropske unije.