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**Turkey
and
Montenegro**

Agreement between the Government of the Republic of Turkey and the Government of Montenegro regarding the activities of the program coordination office of the Turkish International Cooperation and Development Agency. Podgorica, 11 December 2009

Entry into force: *22 June 2015 by notification, in accordance with article 6*

Authentic texts: *English, Montenegrin and Turkish*

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**Turquie
et
Monténégro**

Accord entre le Gouvernement de la République turque et le Gouvernement du Monténégro concernant les activités du bureau de coordination de programme de l'Agence de développement et de coordination internationale turque. Podgorica, 11 décembre 2009

Entrée en vigueur : *22 juin 2015 par notification, conformément à l'article 6*

Textes authentiques : *anglais, monténégrin et turc*

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**AGREEMENT
BETWEEN THE GOVERNMENT OF THE REPUBLIC OF TURKEY AND THE
GOVERNMENT OF MONTENEGRO REGARDING THE ACTIVITIES OF THE
PROGRAM COORDINATION OFFICE OF THE TURKISH INTERNATIONAL
COOPERATION AND DEVELOPMENT AGENCY**

Government of the Republic of Turkey, represented by Turkish International Cooperation and Development Agency- TİKA and the Government of Montenegro, represented by Ministry of Foreign Affairs (hereinafter shall be referred to as " Parties "), agreed on the following subjects in order to develop the bilateral economic and social cooperation between each other based on their present cordial relations and to further enhance their relations through technical cooperation.

ARTICLE 1

1. The Parties will cooperate in order to contribute to the economic and social development of their countries.
2. The Present Agreement determines the general rules to execute the technical cooperation between the Parties. The Parties can sign some supplementary agreements on some technical cooperation projects (hereinafter shall be referred to as "Project Agreements"). Joint Project concept is determined by the Project agreements and comprises especially the aim of the Project, responsibilities of the parties, tasks and institutional statues of the participants, and the implementation program of the project.
3. Cooperation program developed within the framework of this Agreement shall be coordinated by the Ministry of Foreign Affairs of Government of Montenegro and by TİKA.
4. Task of TİKA Program Coordination Office (hereinafter shall be referred to as "PCO") is to comprise preparation of the program and projects in order to develop the cooperation in economical, commercial, technical, infrastructural, training, cultural and social fields with Montenegro and coordination the subjects of the technical assistance for Montenegro .

ARTICLE 2

The Turkish side may assist the Montenegrin side by means of the following ways mentioned within the framework of the project agreement; through the PCO in the following ways:

- a) Within the context of programs and projects; dispatching of expert, trainer,

consultant, assistant and auxiliary personnel. All personnel who are assigned; within the context of the project, by the Turkish party for Montenegro shall hereinafter be referred to as "Assigned Expert".

- b) Supply of the materials and the equipments that shall be used within the framework of projects and the programs.
- c) Raising the Montenegrin experts, administrative staff and the scientists and improving their qualifications.
- d) Works that shall be found acceptable (as deemed appropriate) by the Parties.

ARTICLE 3

The Turkish side undertakes the following obligation in accordance with the provisions of this Agreement:

- a) Supplying the materials and equipments required for PCO works.
- b) Selecting, employing and paying the wages of the PCO's personnel including its local personnel in order to coordinate the assistance and sending experts and paying their wages.
- c) Supplying the required transportation services for the transportation needs of PCO.
- d) Preparing and executing technical assistance projects and financing the training programs.
- e) Covering the expenses of PCO such as electricity, water supply, heating, communication (telephone, fax, and internet).

ARTICLE 4

The Montenegrin side undertakes the following obligation in accordance with the provisions of this Agreement:

- a) Supplying all the information to the assigned experts during the period of determination, design and implementation of PCO projects in accordance with Montenegrin legislation.
- b) Removing the conditions which prevent the works of the assigned experts during their activities in Montenegro.
- c) Covering all the expenses of the Montenegrin experts who shall be involved in the projects.
- d) Granting the same rights, immunities and privileges recognized for the diplomatic

representations stated in the "Vienna Convention on Diplomatic Relations" dated 18/04/1961 for the PCO, Program Coordinator and other TIKa personnel/experts.

- e) Assistance in providing a suitable location for PCO.
- f) Assistance in the supply of services regarding the electricity, water, heating, communication (telephone, fax, internet) and similar needs of the PCO at the expense of the Turkish side.
- g) Assistance in the registration procedures of PCO and the other necessary official procedures.
- h) Ensuring that the equipments and the materials which shall be used for the projects implemented and procured in Montenegro and sent to Montenegro by TIKa shall be exempted from primary customs duty and all kinds of tax, charge and similar financial payments.
- i) Supplying residence and other permits for the Turkish experts who shall be involved within the framework of this Agreement and their families; ensuring that they can import their personal properties by being exempted from customs duty and other charges and re-export them when their terms of office expire, and that they shall be exempted from the taxes including VAT and income tax and from the financial obligations that shall be applied to their salaries, the transfers and the receivables from abroad, and granting them full facilities which is available for the citizens of privileged countries.
- j) Ensuring that the Turkish experts who shall be involved within the framework of this Agreement shall be given identity cards and special passes, to facilitate their pass through the passport checkpoints at the airports and to meet and see off the Turkish experts who came to Montenegro with the aim of technical cooperation.

ARTICLE 5

This Agreement applies to the other technical cooperation projects that are still being executed or prepared when it is put into effect.

ARTICLE 6

1. This Agreement shall be put into effect on the date when the Parties exchange their last notices conforming that they completed their internal legal procedures to put the Agreement into effect.
2. The Agreement shall stay in effect for one year. Following the expiration of this term it shall be automatically extended every year unless either of the Parties notifies

their termination intentions in writing six (6) months before regular expiry of the Agreement.

3. Amendments and supplementations that shall be made to the current Agreement shall be realized in writing with the agreement of both Parties and they shall be put into effect on the date when the Parties notified that they completed the required internal legal procedures.

4. Disputes and disagreements that may arise between the Parties regarding the interpretation and implementation of the provisions of this Agreement shall be settled by mutual negotiations.

5. In case that the Agreement expires, the provisions of this Agreement shall remain valid for all of the projects and programs for which implementation started before the Agreement expired.

This Agreement was signed on 11/12/2008 in Podgorica in duplicate in the Turkish, Montenegrin and English languages, all texts being authentic. In case of divergence in interpretation the English text shall prevail.

FOR THE GOVERNMENT OF THE
REPUBLIC OF TURKEY

Mehmet KILIÇ

[Signature]
President of TIKA

FOR THE GOVERNMENT OF
MONTENEGRO

[Signature]
VEŠKO GATČEVIĆ
Ministry of Foreign Affairs
of Montenegro