

**AGREEMENT  
BETWEEN THE GOVERNMENT OF MONTENEGRO AND THE REGIONAL SCHOOL OF  
PUBLIC ADMINISTRATION (ReSPA ) ON THE SEAT AND FUNCTIONING OF ReSPA  
IN THE HOST COUNTRY**

*The Government of Montenegro*

*and*

*Regional School of Public Administration (ReSPA),*

(Hereinafter referred to as the “Parties”)

*Proceeding from the provisions of the Agreement Establishing the Regional School of Public Administration (ReSPA), concluded on 21<sup>st</sup> November 2008 in Podgorica, between the Governments of the Republic Albania, Bosnia and Herzegovina, the Republic of Croatia, the Republic of Macedonia, Montenegro, the Republic of Serbia and the United Nations Interim Administration Mission in Kosovo, acting on behalf of Kosovo, pursuant to the United Nations Security Council Resolution 1244 (in the presence of the European Commission and the OECD) and entering into force of 19 July 2010, .*

*Wishing to regulate mutual relations and functioning of the Regional School of Public Administration (ReSPA) in the Host Country*

*Have agreed as follows:*

**Article 1  
DEFINITIONS**

For the purpose of this Agreement:

- a) “Host Country” shall mean Montenegro;
- b) “ReSPA” shall mean the Regional School of Public Administration;
- c) “ReSPA Director” shall mean a person appointed as ReSPA Director by the Governing Board;
- d) “ReSPA staff” shall mean the staff member of ReSPA whose name has been notified to the Ministry of Foreign Affairs and European Integration of Montenegro who discharges duties in ReSPA on a full-time basis, excluding those referred to in subparagraph f and h of this Article;
- e) “ReSPA technical and service employees” shall mean local staff or foreign employees engaged on technical and administrative services of ReSPA;
- f) “Governing Board member” shall mean an authorised representative from each member state of ReSPA in the Governing Board;.

- g) "Expert" shall mean a person who performs temporary mission for ReSPA;
- h) "Premises of ReSPA" shall mean the ReSPA office and hotel facility and the land ancillary thereto, occupied by ReSPA and used only for the purposes of its functioning.

## **Article 2**

### **SEAT**

1. The seat of ReSPA shall be in Danilovgrad, Branelovica.
2. The Government of the Host Country shall provide to ReSPA, free of charge, all necessary conditions, including offices like as overall equipment and training facilities necessary for effective performance of its functions and hotel facility, in accordance with the Agreement Establishing the Regional School of Public Administration (ReSPA) and this Agreement.
3. Equipment provided by the European Union shall be placed at the disposal of ReSPA before ReSPA starts with the work.

## **Article 3**

### **LEGAL STATUS**

ReSPA shall have a legal personality and legal capacity necessary in order to perform its functions and achieve its aims, including the capacity to enter into contracts, acquire and dispose of movable and immovable property and institute legal processes.

## **Article 4**

### **LOGO AND DESIGNATIONS**

1. ReSPA may display its flag, logo and other designations, adopted by the Governing Board of ReSPA, in its premises and on the motor vehicles used for official purposes.
2. Motor vehicles of ReSPA shall be entitled to diplomatic registration and a relevant status.

## **Article 5**

### **FREEDOM TO WORK**

The Host Country shall guarantee the freedom to work to ReSPA

## **Article 6**

### **INTERNAL REGULATIONS**

1. ReSPA shall adopt internal regulations regarding the implementation and organisation of its functions in accordance with the Agreement Establishing the Regional School of Public Administration (ReSPA).

2. ReSPA shall inform the competent authorities of the Host Country on internal regulations it passed.

## **Article 7 INVIOLABILITY**

1. The premises of ReSPA shall be inviolable.

2. The competent authorities of the Host Country shall be entitled to enter the premises of ReSPA in order to perform their duties only with the consent of the Director or duly authorised officials of ReSPA. However, in the event of fire or other such emergency requiring immediate protective measures, such consent shall be deemed to have been given.

3. The Government of the Host Country shall undertake all measures to protect the premises of ReSPA against any intrusion or damage, disturbance and injury to its dignity.

4. Archival materials of ReSPA, as well as entire documentation (including computer applications and photographs) belonging to it or in its possession shall be inviolable.

5. ReSPA shall ensure for the premises not to become the refuge for the persons seeking to evade arrest or deprivation of liberty on the order of the authorities of the Host Country, for the persons trying to evade execution of legal process or for the persons in respect of whom an extradition or deportation order has been issued.

## **Article 8 IMMUNITY FROM JUDICIAL PROCESS AND EXECUTION**

1. ReSPA shall enjoy the immunity from judicial process and enforcement in the Host Country, except in cases related to:

(a) any agreement for purchase of goods or provision of services, any loan or other transactions in relation to securing of finance, as well as any guarantee relationship or indemnity regarding any transaction of this type or any other financial liability, except in cases when the conciliation has been agreed or will be agreed;

(b) civil action instituted by a third party due to death, material damage or personal injury arising from a traffic accident caused by a motor vehicle belonging to, or operated on behalf of, ReSPA;

(c) a counter-claim relating directly to the main claim brought by ReSPA.

2. ReSPA's movable and immovable property, wherever located and by whomsoever held in the Host Country, shall enjoy immunity from any measure of execution, including confiscation, deprivation, freezing or any other form of execution or seizure or other form of dispossession provided for by the laws of the Host Country.

3. ReSPA regulations are used to resolve the labor disputes. In cases where these rules and regulations are not clear they are to be supplemented by relevant EU legislation.

**Article 9**  
**COMMUNICATION**

1. In respect of its official communication, ReSPA shall have the same treatment as the one accorded to diplomatic missions in the Host Country.
2. The use of telecommunication equipment shall be brought into line with competent authorities of the Host Country for telecommunications.
3. ReSPA may use all appropriate communication tools and shall have the right to use codes in its official communication. It shall also have the right to send and receive correspondence via properly identified couriers or in package that shall be given the same privileges and enjoy exceptions as diplomatic couriers or diplomatic packages.
4. Official correspondence and other official communication of ReSPA, when properly identified, shall not be censored.

**Article 10**  
**PUBLICATIONS**

Import and export of publications for the needs of ReSPA, as well as of other information material which is imported or exported by ReSPA within the scope of its official activities, shall not be subject to limitations of any sort.

**Article 11**  
**UTILITY SERVICES**

1. The competent authorities of the Host Country shall be obliged, at the request of ReSPA and under fair conditions, to provide utility services to ReSPA, which are necessary for the exercise of its functions, including but not limited to, radio and television links, postal services, telecommunications, electricity, water supply, sewerage, gas, waste collection and fire protection services.
2. Rates for utility services referred to in the previous paragraph will not exceed the minimum comparable rates approved to diplomatic missions.
3. In case of termination or indication that the said utility services will be terminated, ReSPA shall be accorded the same priority as the one accorded to diplomatic missions, for the needs of its official functions.
4. At the request of the competent authorities of the Host Country, the Director of ReSPA shall be responsible to enable duly authorised representatives of the utility companies to check, repair, maintain and relocate installations in the ReSPA premises, at appropriate time, under conditions which will not affect the functioning of ReSPA.

**Article 12**

## **EXEMPTION FROM DUTIES AND TAXES**

1. ReSPA, its assets, income, services and other property shall be exempt from direct national and local taxes and other duties. This exemption shall not apply to taxes and appropriations which are deemed to be charges for utility services offered according to the established rates, according to the amount of services delivered, which can be identified, described and divided. ReSPA shall be exempt from all national and local taxes and other duties, except for duties charged for services rendered.

2. As regards value added tax included in prices or charged separately, exemption shall apply only to articles and services purchased for the official use by ReSPA necessary for its operation and for the purpose of delivery of ReSPA services and products. The products purchased for its use, in respect to which exemptions apply in accordance with this provision, may not be sold, given away or disposed of in any other way, except under conditions agreed with the Government of the Host Country.

### **Article 13**

#### **EXEMPTION FROM IMPORT DUTY**

1. Customs treatment for articles that belong to ReSPA shall be equally favourable as the one accorded to the diplomatic missions in the Host Country.

2. Goods, including motor vehicles and their spare parts, imported or exported by ReSPA for its official needs, shall be exempt from payment of import duties, taxes and fees.

### **Article 14**

#### **FREE DISPOSAL WITH FUNDS AND FREEDOM OF BUSINESS**

ReSPA shall, for the purpose of carrying out its functions, have the right to receive, keep, convert and transfer all funds, currencies, cash and other transferable values, and to dispose freely therewith, perform business without restrictions, in line with the legislation of the Host Country.

### **Article 15**

#### **SOCIAL SECURITY**

1. ReSPA Director and ReSPA staff shall be exempt from payment of compulsory contributions, in respect of any form of social security in the Host Country.

2. ReSPA technical and service employees shall have the right to participate in social security system of the Host Country or his/her own national social security system or in other recognized social security system.

3. ReSPA shall have the same treatment as accorded diplomatic mission in Host Country in regard to social security and shall not be responsible for payment of compulsory contributions for its technical and service employees, but rather it is individual responsibility of each employee.

**Article 16**  
**PURPOSE OF PRIVILEGES AND IMMUNITIES**

1. Privileges and immunities under this Agreement shall be granted in the interest of ReSPA and not for the personal benefit of the individuals themselves.

2. The purpose of privileges and immunities is only to ensure the freedom of operations to ReSPA in all circumstances, as well as full independence of the persons enjoying privileges and immunities in the discharge of their duties for ReSPA.

**Article 17**  
**DIRECTOR**

During the period of performance of his duties in the Host Country, the RESPA Director will be entitled to the same privileges and immunities as the ones accorded to a head of diplomatic mission in the Host Country, in accordance with the Vienna Convention on Diplomatic Relations of 18 April 1961.

**Article 18**  
**ReSPA STAFF**

1. ReSPA staff in the Host Country, regardless of their citizenship, shall enjoy the following privileges and immunities in the Host Country:

- (a) Immunity from judicial process in respect of words spoken or written, as well in respect of all acts done by them in their official capacity, even after they cease to be ReSPA staff;
- (b) Immunity from search and seizure of their personal baggage;
- (c) Inviolability of official documents, data and other material;
- (d) Exemption from taxes, including VAT, contributions on salaries, emoluments and compensations, paid to them by ReSPA for their services, in accordance with the legislation of the Host Country;
- (e) Exemption from immigration restrictions and the obligation to register themselves and their family members forming part of their respective households;
- (f) The same protection and repatriation facilities, for themselves and their family members forming part of their respective households, as are accorded to the officials of comparable ranks in diplomatic missions;
- (g) Right to import for their personal use, free of import duty and other taxes or charges, provided that these are not fees charged for delivery of utility services, as well as exemption

from import and export limitations concerning their furniture and personal staff at the time of first taking up their post, in one or more individual shipments, and one motor vehicle each four years.

2. The disposal with the imported goods, including the exemption from payment of import duties, shall be governed by the regulations on duties, taxes and other facilities to which diplomatic and consular missions in the Host Country are entitled.

#### **Article 19 TECHNICAL AND SERVICE EMPLOYEES**

1. Technical and service employees, who are nationals of the Host Country or persons having permanent residence permit in the Host Country, shall not be entitled only to privileges and immunities referred to in Article 18

#### **Article 20 GOVERNING BOARD MEMBERS**

During the period of their missions in the Host Country, as well as during travels in the territory of the Host Country, the Governing Board members shall enjoy the following privileges and immunities:

- (a) Immunity from judicial process in respect of words spoken or written, as well in respect of all acts done by them in their official capacity, even after they cease to be Governing Board members ;
- (b) Immunity from search and seizure of their personal baggage;
- (c) Inviolability of official documents, data and other material;
- (d) Exemption from immigration restrictions.

#### **Article 21 EXPERTS**

The experts shall enjoy the privileges and immunities referred to in Article 18 paragraph 1 subparagraphs a, b, c and d during the period of their missions.

#### **Article 22 PREMISES**

The Host Country make available to ReSPA in accordance with this Agreement: the Premises of the ReSPA, consisting of ReSPA offices and hotel facility in Danilovgrad and land surrounding ReSPA premises.

#### **Article 23**

#### **EXCEPTION FROM IMMUNITY FROM LEGAL PROCESS AND EXECUTION**

ReSPA staff, technical and service employees, Governing Board members and experts shall not enjoy immunity in respect of any acts relating to infraction of traffic regulations.

#### **Article 24**

#### **NOTIFICATION**

1. ReSPA shall, timely and in advance, provide the Diplomatic Protocol of the Ministry of Foreign Affairs and European Integration of Montenegro with:

(a) a full name and citizenship of the ReSPA Director and ReSPA staff, their arrival and final departure dates, or the termination of their functions and any other changes affecting their status that may occur in the course of their service with the ReSPA,

(b) a full names and citizenship of their family members, their arrival and final departure dates and, as the case may be, whether a person becomes or ceases to be their family member.

2. ReSPA Director, ReSPA staff and their family members shall be issued appropriate identity documents by the Diplomatic Protocol of the Ministry of Foreign Affairs and European Integration of Montenegro.

#### **Article 25**

#### **NON-ASSUMING OF LIABILITY**

The Host Country shall not assume any international liability for actions or omissions done by ReSPA within its territory.

#### **Article 26**

#### **SECURITY ISSUES**

1. Nothing in this Agreement shall exclude the right of the Government of the Host Country to take all relevant measures of protection in the interests of public security and maintenance of health and public law and order.

2. If the Government of the Host Country would consider that the application of provisions referred to in paragraph 1 above is necessary, as soon as the circumstances permit, it shall contact ReSPA so as to make a joint decision on the measures which may be necessary to protect the interests of ReSPA.

3. ReSPA shall be obliged to cooperate with the authorities of the Host Country so as to avoid any prejudice to the public law and order resulting from any activity of ReSPA.

**Article 27**  
**DISPUTE RESOLUTION**

All disputes regarding implementation and interpretation of this Agreement shall be resolved by negotiations between the Parties.

**Article 28**  
**FINAL PROVISIONS**

1. This Agreement shall enter into force on the date of its signature.
2. This Agreement shall remain in force for an indefinite period of time.
3. This Agreement may be amended by mutual consent of the Parties.
4. Each Party may withdraw from this Agreement notifying the other Party in written form. In that case, the Agreement shall cease to be in force six (6) months after the receipt of that notification.

Done in Podgorica, on 22 June 2011, in two original copies, in the Montenegrin and English languages, both texts being equally authentic.

**For the Government of Montenegro**

Milan Rocen  
Minister of Foreign Affairs and  
European Integration

**For ReSPA**

Suad Music  
ReSPA Director

**Član 3**

Ova odluka stupa na snagu osmog dana od dana objavljivanja u „Službenom listu CG-Međunarodni ugovori“.

Broj: 03-6662  
Podgorica, 30. jun 2011. godine

**Vlada Crne Gore**  
Predsjednik,  
**Dr Igor Lukšić**