

Z A K O N

O POTVRĐIVANJU MEMORANDUMA O RAZUMEVANJU IZMEĐU EVROPSKE UNIJE I REPUBLIKE SRBIJE O UČEŠĆU REPUBLIKE SRBIJE U AKCIONOM PROGRAMU ZA CELOŽIVOTNO UČENJE (2007-2013)

Član 1.

Potvrđuje se Memorandum o razumevanju između Evropske unije i Republike Srbije o učešću Republike Srbije u Akcionom programu za celoživotno učenje (2007-2013) potpisan u Briselu 21. decembra 2011. godine.

Član 2.

Tekst Memoranduma o razumevanju između Evropske unije i Republike Srbije o učešću Republike Srbije u Akcionom programu za celoživotno učenje (2007-2013) u originalu na engleskom i prevodu na srpski jezik, glasi:



EUROPEAN COMMISSION
DIRECTORATE-GENERAL EDUCATION AND CULTURE
The Director-General

Brussels, 31 OCT 2011

EAC C4/CH/ 12ES (2011)1163545

Her Excellency
MsRoksandaNINCIĆ
Ambassador of the Republic of
Serbia
To the European Union
Boulevard du Régent 53
V-1000 Brussels

Subject: Commission proposal for a Memorandum of Understanding on the participation of Serbia in the Lifelong Learning Programme

Your Excellency

I have the pleasure of transmitting to you the Commission, proposal for a Memorandum of Understanding establishing the terms and conditions for your country's participation in the activities of the Lifelong Learning programme which are not managed by National Agencies. This proposal was adopted by the Commission on Wednesday 26 October 2011.

I would be grateful if you could communicate the proposed Memorandum of Understanding to the relevant authorities of your country to allow them to complete the decision making process and internal procedures necessary for its signature and provisional application and prepare the steps necessary for its entry into force.

The Memorandum of Understanding includes a provision whereby, pending its entry into force, it will apply provisionally after its signature, starting from the budget year 2012.

To ensure better conditions for the accession of your country to the programme, our objective should be the signing of the Memorandum of Understanding by the end of the year, i.e. sufficiently early before the main application deadlines for the year 2012.

Then, at the beginning of the year 2012, I will send to you the call for funds requesting the payment of the contribution of Serbia. Please be aware that Serbia should pay its contribution at the earliest convenience after the call for funds is sent, because the Commission will not issue any grant agreement with the beneficiaries from Serbia before the payment is made. An early payment of the contribution of Serbia would facilitate the implementation of projects by the beneficiaries from your country.

I would suggest that your staff inform Ms. C. Henriot fcatherine.henriot@ec.europa.eu, phone number: 02 295 14 44), or Ms. Aline Paulissen ([aline.paulissen\(a\)ec.europa.eu](mailto:aline.paulissen(a)ec.europa.eu), tel: +32 (0)2 296 49 46) as soon as the procedures are completed from the side of your country. Ms. Henriot remains at your disposal if you have any questions.

I thank you for your cooperation, and I look forward to the early completion of this process, which will allow Serbia to participate in the programme as from the budgetary year 2012.

Yours faithfully,

Jan TRUSZCZYNSKI, s.r.

Cc: Mr. Vincent Degert, Head of the EU Delegation in Serbia
Mr. Stefano Sannino, Director-General, DG Enlargement, European
Commission Mr. Philippe Brunet, Head of Cabinet of Commissioner
Vassiliou

MEMORANDUM OF UNDERSTANDING
between the European Union and the Republic of Serbia

**on the participation of the Republic of Serbia in the action programme in the
field of lifelong learning (2007-2013)**

THE EUROPEAN COMMISSION, hereinafter referred to as "the Commission", on
behalf of the European Union,

of the one part, and

THE REPUBLIC OF SERBIA, hereinafter referred to as "Serbia",

of the other part,

Whereas:

- (1) Framework Agreement of 22 November 2004 between the European Community and Serbia and Montenegro¹ establishes the general principles for the participation of Serbia and Montenegro in Community programmes, leaving the Commission and the competent authorities of Serbia and Montenegro to determine the specific terms and conditions, including financial contribution, with regard to such participation in each particular programme.
- (2) The action programme in the field of lifelong learning was established by Decision No 1720/2006/EC² of the European Parliament and of the Council of 15 November 2006.
- (3) Participation in the actions listed in point A.I of the Annex of Decision No 1720/2006/EC is subject to the fulfilment of the criteria mentioned in Article 6.2 concerning the management capacity of National Agencies and supervision by the national authorities,

HAVE AGREED AS FOLLOWS:

Article 1

Serbia shall participate in the action programme in the field of lifelong learning (hereinafter called « the Lifelong Learning programme »), in accordance with the conditions laid down in Framework Agreement of 22 November 2004 between the European Community and Serbia and Montenegro on the general principles for the participation of the Serbia and Montenegro in Community programmes, and under the terms and conditions set out in the Annexes I, II and III of this Memorandum of Understanding.

Article 2

This Memorandum of Understanding shall apply for the duration of the Lifelong Learning programme. Nevertheless, should the European Union decide to extend the programme duration without any substantial change within the programme, this Memorandum would also be extended correspondingly and automatically if no party denounces it within one month following the extension decision.

Annexes I, II and III form an integral part of this Memorandum of Understanding.

This Memorandum of Understanding may only be amended in writing by common consent of the parties.

¹ OJL 192, 22.7.2005, p. 29.

² OJ L 327, 24.11.2006, p.45.

This Memorandum of Understanding shall enter into force on the date of the written notification by which Serbia notifies the Commission through diplomatic channels that its internal legal requirements for its entry into force have been fulfilled. Pending its entry into force, this Memorandum of Understanding shall apply provisionally, starting from the budget year 2012.

In the event of Serbia notifying the Commission that it will not ratify the signed Memorandum of Understanding, provisional application shall end from the budget year following this notification. Notification terminating provisional application shall not affect the Parties' obligations concerning the projects and activities financed under the general budget of the European Union of the year of notification, nor payment by Serbia of its contribution for the year of notification.

Done at Brussels
on

Done at Brussels
on

For the Republic of Serbia,

*For the Commission,
on behalf of the European Union,*

ANNEXI

Terms and conditions for the participation of Serbia in the Lifelong Learning programme

1. Serbia will participate in all the programme actions listed in Point A.2 of the Annex to Decision No 1720/2006/EC of 15 November 2006 of the European Parliament and of the Council establishing the Lifelong Learning programme, except eTwinning.
2. Serbia will participate in conformity, unless otherwise provided in this Memorandum of Understanding, with the objectives, criteria, procedures and deadlines as defined in Decision No 1720/2006/EC of 15 November 2006 of the European Parliament and of the Council establishing the Lifelong Learning programme.
3. To participate in the programme, Serbia will pay each year a contribution to the general budget of the European Union according to the modalities described in Annex II.

If necessary in order to take into account programme developments, or the evolution of Serbia's absorption capacity, this contribution may be adapted in writing by common consent of the parties, so as to avoid budgetary imbalance in the implementation of the programme.
4. The terms and conditions for the submission, assessment and selection of applications related to eligible institutions, organisations and individuals of Serbia will be the same as those applicable to eligible institutions, organisations and individuals of the European Union.
5. With a view to ensuring the European Union dimension of the programme, to be eligible for European Union financial support, projects and activities will have to include at least a partner from one of the Member States of the European Union.
6. The Member States of the European Union and Serbia will make every effort, within the framework of existing provisions, to facilitate the free movement and residence of students, teachers, trainees, trainers, university administrators, young people and other eligible persons moving between Serbia and the Member States of the European Union for the purpose of participating in activities covered by this Memorandum of Understanding.
7. Without prejudice to the responsibilities of the Commission and the Court of Auditors of the European Union in relation to the monitoring and evaluation of the programme, the participation of Serbia in the programme shall be continuously monitored on a partnership basis involving the Commission and Serbia. Serbia shall submit to the Commission relevant reports and take part in other specific activities provided for by the European Union in that context.

Rules concerning financial control, recovery and other antifraud measures are laid down in Annex III.
8. The language to be used in all contacts with the Commission, as regards the application process, contracts, reports to be submitted and other administrative arrangements for the programme, will be any of the official languages of the European Union.
9. The European Union and Serbia may terminate activities under this Memorandum of Understanding at any time upon twelve months' notice in writing. Projects and activities in progress at the time of termination shall

continue until their completion under the conditions laid down in this Memorandum of Understanding, as well as the contractual arrangements applying to these projects and activities and the provisions of Annex III.

ANNEX II

Financial contribution of Serbia to the Lifelong Learning programme

1. The annual financial contribution to be paid by Serbia to the budget of the European Union to participate in the Lifelong Learning programme will be € 370 000.
2. Serbia may finance the contribution mentioned above partly from Serbia's State budget, and partly from Serbia's pre-accession funds, subject to annual programming procedures within the framework of Council Regulation (EC) 1085/2006 of 17 July 2006³. The requested pre-accession funds will be transferred to Serbia each year according to a Financing Agreement, as a reimbursement of part of the annual financial contribution actually paid in response to annual calls for funds from the Commission.
3. The financial regulation applicable to the general budget of the European Union will apply, notably to the management of the contribution of Serbia.

Travel costs and subsistence costs incurred by representatives and experts of Serbia for the purposes of taking part as observers in the work of the committee referred to in Article 10 of the Decision of the European Parliament and of the Council establishing the action programme in the field of lifelong learning or taking part in other meetings related to the implementation of the programme shall be reimbursed by the Commission on the same basis as and in accordance with the procedures currently in force for representatives and experts of the Member States of the European Union.

4. At the beginning of each year, the Commission will send to Serbia a call for funds corresponding to its contribution to the programme under this Memorandum of Understanding.

This contribution shall be expressed in Euros and paid into a Euro bank account of the Commission.

Serbia will pay its contribution by 1 April, provided that the call for funds is sent by the Commission before 1 March, or at the latest one month after the call for funds is sent if later.

Any delay in the payment of the contribution shall give rise to the payment of interest by Serbia on the outstanding amount from the due date. The interest rate corresponds to the rate applied by the European Central Bank to its principal refinancing operations, as published in the S series of the Official Journal of the European Union, in force on the first calendar day of the month in which the due date falls, increased by 3.5 percentage points.

³ OJ L 210, 31.7.2006, p.82

ANNEX III

Financial control. Recovery and other Antifraud measures

I. CONTROLS AND ANTIFRAUD MEASURES BY THE EUROPEAN UNION

- (1) In accordance with the financial regulation applicable to the general budget of the European Union, and with the other rules referred to in this Memorandum of Understanding, the contracts concluded with beneficiaries of the programmes established in Serbia shall provide for financial or other audits to be conducted at any time on the premises of the beneficiaries and of their subcontractors by Commission agents or by other persons mandated by the Commission.
- (2) Commission agents and other persons mandated by the Commission shall have appropriate access to sites, works and documents and to all the information required in order to carry out such audits, including in electronic form. This right of access shall be stated explicitly in the contracts concluded to implement the instruments referred to in this Memorandum. The European Court of Auditors shall have the same rights as the Commission.
- (3) Within the framework of this Memorandum, the Commission/OLAF (the European Anti Fraud Office) shall be authorised to carry out on-the-spot checks and inspections on Serbia's territory, in accordance with the procedural provisions of Council Regulation (Euratom, EC) No 2185/96 of 11 November 1996⁴.

These checks and inspections shall be prepared and conducted in close collaboration with the competent authorities designated by Serbia, which shall be notified in good time of the object, purpose and legal basis of the checks and inspections, so that they can provide all the requisite help.

If the authorities concerned of Serbia so wish, the on-the-spot checks and inspections may be carried out jointly with them.

Where the participants in the programmes resist an on-the-spot check or inspection, the authorities of Serbia, acting in accordance with national rules, shall give Commission/OLAF inspectors such assistance as they need to allow them to discharge their duty in carrying out an on-the-spot check or inspection.

Commission/OLAF shall report as soon as possible to the authorities of Serbia any fact or suspicion relating to an irregularity which has come to its notice in the course of the on-the-spot check or inspection. In any event Commission/OLAF shall be required to inform the above-mentioned authority of the result of such checks and inspections.

II. INFORMATION AND CONSULTATION

- (1) For the purposes of proper implementation of this Annex, the competent authorities of Serbia and European Union authorities shall regularly exchange information and, at the request of one of the Parties, shall conduct consultations.
- (2) The competent authorities of Serbia shall inform the Commission without delay of any fact or suspicion which has come to their notice

⁴ OJL292, 15.11.1996, p.2

relating to an irregularity in connection with the conclusion and implementation of the contracts concluded in application of the instruments referred to in this Memorandum.

III. ADMINISTRATIVE MEASURES AND PENALTIES

Without prejudice to application of the criminal law of Serbia, administrative measures and penalties may be imposed by the Commission in accordance with the financial regulation applicable to the general budget of the European Union.

IV. RECOVERY

Decisions taken by the Commission within the scope of this Memorandum which impose a pecuniary obligation on persons other than States shall be enforceable in Serbia. The enforcement shall be governed by the rules of civil procedure in force in Serbia. The order for its enforcement shall be appended to the decision, without other formality than verification of the authenticity of the decision, by the national authority which the government of Serbia shall designate for this purpose and shall make known to the Commission. When these formalities have been completed on application by the Commission, the latter may proceed to enforcement in accordance with the national law, by bringing the matter directly before the competent authority. The legality of the Commission decision shall be subject to control by the Court of Justice of the European Union.

Judgments given by the Court of Justice of the European Union pursuant to an arbitration clause in a contract within the scope of this Memorandum shall be enforceable on the same terms.

V. Direct communication

The Commission shall communicate directly with the programme participants established in Serbia and with their subcontractors. They may submit directly to the Commission all relevant information and documentation which they are required to submit on the basis of the instruments referred to in this Memorandum and of the contracts concluded to implement them.

MEMORANDUM O RAZUMEVANJU
između Evropske unije i Republike Srbije
o učešću Republike Srbije u akcionom programu za celoživotno učenje
(2007-2013)

EVROPSKA KOMISIJA, u daljem tekstu „Komisija“ u ime Evropske unije,
s jedne strane, i
REPUBLIKA SRBIJA, u daljem tekstu „Srbija“,
s druge strane,
S obzirom da:

- (1) Okvirni sporazum od 22. novembra 2004. između Evropske zajednice i Srbije i Crne Gore¹ utvrđuje opšte principe učešća Srbije i Crne Gore u programima Zajednice, prepuštajući Komisiji i nadležnim organima Srbije i Crne Gore da utvrde posebne rokove i uslove, uključujući finansijski doprinos, u odnosu na takvo učešće u svakom pojedinom programu.
- (2) Je akcioni program za učenje tokom čitavog života ustanovljen Odlukom br. 1720/2006/ES² Evropskog parlamenta i Saveta od 15. novembra 2006.
- (3) Učešće u aktivnostima navedenim u t. A.1 Aneksa uz Odluku br. 1720/2006/ES podleže ispunjenosti kriterijuma pomenutih u članu 6.2 koji se odnosi na kapacitete za upravljanje Nacionalne Agencije i nadzor nacionalnih organa,

SLOŽILE SU SE U SLEDEĆEM:

Član 1.

Srbija će učestvovati u akcionom programu za celoživotno učenje (u daljem tekstu „Program celoživotnog učenja“), u skladu sa uslovima utvrđenim Okvirnim sporazumom od 22. novembra 2004. između Evropske zajednice i Srbije i Crne Gore o opštim principima učešća Srbije i Crne Gore u programima Zajednice, i u rokovima i uslovima utvrđenih aneksima I, II i III ovog Memoranduma o razumevanju.

Član 2.

Ovaj Memorandum o razumevanju će se primenjivati tokom trajanja Programa celoživotnog učenja. Ukoliko, pak, Evropska unija odluči da produži trajanje programa bez bitnih promena u samom programu, važenje ovog Memoranduma će biti saglasno i automatski produženo takođe, ukoliko ga neka od strana ne otkaže u roku od mesec dana od dana donošenja odluke o produženju.

Aneksi I, II i III čine sastavni deo ovog Memoranduma o razumevanju.

Ovaj Memorandum o razumevanju može biti dopunjen u pismenoj formi samo saglasnom voljom obeju strana.

Ovaj Memorandum o razumevanju će stupiti na snagu na dan kada Srbija pismenim putem službeno obavesti Komisiju diplomatskim kanalima da su ispunjeni uslovi u pogledu unutrašnjih pravnih zahteva za njegovo stupanje na snagu. Do stupanja na

¹ SL L 192, 22.7.2005, str. 29.

² SL L 327, 24.11.2006, str. 45.

snagu, ovaj Memorandum će se privremeno primenjivati, počev sa budžetskom 2012. godinom.

U slučaju da Srbija obavesti Komisiju da neće ratifikovati potpisani Memorandum o razumevanju, privremena primena će se okončati počev od sledeće budžetske godine od notifikacije. Notifikacija o okončanju privremene primene neće uticati na obaveze strana koje se odnose na projekte i aktivnosti finansirane iz opšteg budžeta Evropske unije u godini notifikacije, niti na plaćanje doprinosa Srbije u godini notifikacije.

U Briselu
dana

U Briselu
dana

Za Republiku Srbiju,

Za Komisiju
U ime Evropske unije,

Roksanda Ninčić, s.r.

*Ambasador, Šef Misije
Srbije pri Evropskoj uniji*

Jan Truszczyński, s.r.

*Generalni direktor za
obrazovanje i kulturu*

ANEKS I

Uslovi za učešće Srbije u Programu celoživotnog učenja

1. Srbija će učestvovati u svim programskim akcijama navedenim u Tački A.2 Aneksa Odluke br. 1720/2006/EC od 15. novembra 2006. Evropskog Parlamenta i Saveta kojom se utvrđuje Program celoživotnog učenja, izuzev Tvining-a.
2. Srbija će učestvovati uz saglasnost, osim ako nije drugačije predviđeno u ovom Memorandumu o razumevanju, sa ciljevima, kriterijumima, procedurama i vremenskim rokovima kako je definisano u Odluci br. 1720/2006/EC od 15. novembra 2006. Evropskog Parlamenta i Saveta kojom se utvrđuje Program celoživotnog učenja.
3. Da bi učestvovala u ovom programu, Srbija će svake godine plaćati doprinos opštem budžetu Evropske unije u skladu sa modalitetima koji su opisani u Aneksu II.

Ukoliko je neophodno, da bi se uzeli u obzir programski razvoji, ili evolucija apsorpcionih kapaciteta Srbije, ovaj doprinos se može prilagoditi u pisanoj formi uz zajedničku saglasnost Strana, kako bi se izbegao budžetski debalans u implementaciji ovog programa.

4. Uslovi za podnošenje, ocenjivanje i selekciju prijava koji se tiču institucija, organizacija i pojedinaca u Srbiji koji ispunjavaju uslove biće isti kao i oni koji se primenjuju na institucije, organizacije i pojedince Evropske unije koji ispunjavaju uslove.
5. Kako bi se obezbedila dimenzija programa Evropske unije, a da bi se ispunili uslovi za dobijanje finansijske podrške Evropske Unije, projekti i aktivnosti će morati da uključe najmanje jednog partnera iz zemalja članica Evropske unije.
6. Zemlje članice Evropske unije i Srbija će uložiti sav napor, u okviru postojećih odredbi, da omoguće slobodno kretanje i boravak učenika/studenata, nastavnika, stažista, trenera, univerzitetskih administratora, mladih ljudi i drugih lica koji ispunjavaju uslove da se kreću između Srbije i zemalja članica Evropske unije radi učestvovanja u aktivnostima pokrivenih ovim Memorandumom o razumevanju.
7. Ne dovodeći u pitanje odgovornosti Komisije i Suda revizora Evropske unije u vezi sa monitoringom i evaluacijom programa, učešće Srbije u programu će biti neprestano nadgledano na osnovu partnerstva koje uključuje Komisiju i Srbiju. Srbija će dostaviti Komisiji relevantne izveštaje i uzeti učešće u drugim specifičnim aktivnostima koje je Evropska unija obezbedila u tom kontekstu.

Pravila koja se tiču finansijske kontrole, naplate novčanih potraživanja i drugih mera za borbu protiv prevara su navedena u Aneksu III.

8. Jezik koji će se koristiti u svim kontaktima sa Komisijom, što se tiče procesa prijava, ugovora, izveštaja koje treba dostaviti i drugih administrativnih aranžmana za program, biće bilo koji od zvaničnih jezika Evropske unije.
9. Evropska unija i Srbija mogu prekinuti aktivnosti predviđene ovim Memorandumom o razumevanju u bilo koje vreme nakon dvanaest meseci putem obaveštenja u pisanoj formi. Projekti i aktivnosti koji su u toku u vreme prekida nastaviće se do svog završetka pod uslovima navedenim u ovom Memorandumu o razumevanju, kao i ugovorni aranžmani koji se primenjuju na ove projekte i aktivnosti i odredbe Aneksa III.

ANEKS II

Finansijski doprinos Srbije Programu celoživotnog učenja

1. Godišnji finansijski doprinos koji Srbija treba da uplati u budžet Evropske unije kako bi učestvovala u Programu celoživotnog učenja iznosiće 370 000 evra.
2. Srbija može finansirati gore pomenuti doprinos delom iz svog državnog budžeta, a delom iz svojih predpristupnih sredstava, u skladu sa godišnjim programskim procedurama u okviru Uredbe Saveta (EC) 1085/2006 od 17. Jula 2006.³ Tražena predpristupna sredstva će biti transferisana Srbiji svake godine u skladu sa Sporazumom o finansiranju, kao nadoknada za deo godišnjeg finansijskog doprinosa koji se stvarno plaća kao odgovor na godišnje pozive za uplatu sredstava iz Komisije.
3. Finansijski propisi koji se primenjuju na opšti budžet Evropske unije će se primenjivati, posebno na upravljanje doprinosima Srbije.

Putni troškovi i troškovi života koje naprave predstavnici i stručnjaci Srbije radi učešća u svojstvu posmatrača u radu odbora iz Člana 10 Odluke Evropskog parlamenta i Saveta kojom se utvrđuje akcioni program na polju celoživotnog učenja ili učešće na drugim sastancima u vezi sa implementacijom programa biće nadoknađeni od strane Komisije po istoj osnovi i u skladu sa procedurama koje su trenutno na snazi za predstavnike i stručnjake zemalja članica Evropske unije.

4. Na početku svake godine, Komisija će poslati Srbiji poziv za uplatu sredstava koja odgovaraju njenom doprinosu programu u okviru ovog Memoranduma o razumevanju.

Doprinos će biti iskazan u evrima i uplaćen na evro bankovni račun Komisije.

Srbija će platiti svoj doprinos do 1. aprila pod uslovom da Komisija pošalje poziv za uplatu sredstava pre 1. marta, ili najkasnije mesec dana nakon što je poziv za uplatu sredstava poslat.

Bilo koje kašnjenje u plaćanju doprinosa će dovesti do plaćanja kamate od strane Srbije na neizmiren iznos od datuma dospeća. Kamatna stopa odgovara stopi koju primenjuje Evropska centralna banka za svoje osnovne operacije refinansiranja, objavljena u seriji C Službenog lista Evropske unije, na snazi prvog kalendarskog dana u mesecu u kome pada datum dospeća, povećana za 3,5 procentnih poena.

ANEKS III

Finansijska kontrola, naplata novčanih potraživanja i druge mere protiv prevara

I. KONTROLE I MERE PROTIV PREVARA OD STRANE EVROPSKE UNIJE

- 1) U skladu sa finansijskim propisima koji se primenjuju na opšti budžet Evropske unije i u skladu sa drugim pravilima iz ovog Memoranduma o razumevanju, ugovori zaključeni sa korisnicima programa utvrđenih u Srbiji obezbediće finansijske ili druge revizije koje treba da izvrše agenti Komisije ili bilo koja druga lica ovlašćena od strane Komisije u bilo koje vreme u prostorijama korisnika i njihovih podugovarača.

³ OJ L 210, 31.7.2006, str. 82

2) Agenti Komisije i druga lica ovlašćena od strane Komisije će imati odgovarajući pristup lokalitetima, radovima i dokumentima i svim traženim informacijama kako bi se izvršile takve revizije, uključujući i u elektronskoj formi. Ovo pravo na pristup će eksplicitno biti navedeno u ugovorima zaključenim za implementaciju instrumenata iz ovog Memoranduma. Evropski sud revizora će imati ista prava kao i Komisija.

3) U okviru ovog Memoranduma, Komisija/OLAF (Evropski biro za borbu protiv prevara) će biti ovlašćeni za sprovođenje provera i inspekcija na licu mesta na teritoriji Srbije, u skladu sa proceduralnim odredbama Uredbe Saveta (Euratom, EC) br. 2185/96 od 11. Novembra 1996⁴.

Ove provere i inspekcije biće pripremljene i sprovedene u bliskoj saradnji sa nadležnim organima koje odredi Srbija, koji će biti blagovremeno obavešteni o predmetu, svrsi i zakonskoj osnovi provera i inspekcija, tako da mogu da obezbede potrebnu pomoć.

Ako vlasti Srbije to žele, provere i inspekcije na licu mesta mogu da vrše zajedno sa njima.

Tamo gde učesnici u programima pruže otpor proveru ili inspekciji na licu mesta, vlasti Srbije, postupajući u skladu sa nacionalnim propisima, pružiće inspektorima Komisije / OLAF pomoć koja im je potrebna da im se omogući da obavljaju svoju dužnost u vršenju provera ili inspekcije na licu mesta.

Komisija/OLAF će izvestiti što je pre moguće vlasti Srbije o činjenicama ili sumnjama u postojanje nepravilnosti do kojih su došli u toku provere ili inspekcije na licu mesta. U svakom slučaju Komisija/OLAF je dužna da obavesti gore pomenuto telo o rezultatima takvih provera i inspekcija.

II. INFORMACIJE I KONSULTACIJE

- 1) Radi ispravne implementacije ovog Aneksa, nadležne vlasti Srbije i Evropske unije će redovno razmenjivati informacije i, na zahtev jedne od Strana, obavljati konsultacije.
- 2) Nadležne vlasti Srbije će obavestiti Komisiju bez odlaganja o bilo kojim činjenicama ili sumnjama do kojih su došli u vezi sa nepravilnostima u vezi za zaključivanjem i implementacijom ugovora zaključenih u primeni instrumenata navedenih u ovom Memorandumu.

III. ADMINISTRATIVNE MERE I KAZNE

Ne dovodeći u pitanje primenu krivičnog prava Srbije, administrativne mere i kazne mogu biti izrečene od strane Komisije u skladu sa finansijskim propisima koji se primenjuju na opšti budžet Evropske unije.

IV. NAPLATA NOVČANIH POTRAŽIVANJA

Odluke koje donosi Komisija u okviru ovog Memoranduma kojima se određuju novčane obaveze za lica, a ne države biće obavezujuće u Srbiji. Na izvršenje će se primenjivati odredbe zakona o parničnom postupku koje je na snazi u Srbiji. Redosled izvršenja prilaže se uz odluku, bez drugih formalnosti osim provere verodostojnosti odluke, od strane nacionalnog organa koji Vlada Srbije bude odredila za tu svrhu i o tome obavestila Komisiju. Kada se ove formalnosti budu obavile na zahtev

⁴ OJ L 292, 15.11.2006, str. 2

Komisije, može se nastaviti sa izvršenjem u skladu sa nacionalnim propisima, iznošenjem predmeta direktno pred nadležni organ. Zakonitost odluke Komisije će biti predmet kontrole od strane Suda pravde Evropske unije.

Presuda koju donese Sud pravde Evropske unije u skladu sa arbitražnom klauzulom u ugovoru u okviru ovog Memoranduma će biti izvršna pod istim uslovima.

V. DIREKTNA KOMUNIKACIJA

Komisija će direktno komunicirati sa učesnicima u programu ustanovljenih u Srbiji i sa njihovim podizvođačima. Oni mogu direktno Komisiji dostaviti sve relevantne informacije i dokumentaciju koja se od njih traži na osnovu instrumenata iz ovog Memoranduma i ugovora zaključenih za njihovu implementaciju.

Član 3.

Ovaj zakon stupa na snagu osmog dana od dana objavljivanja u „Službenom glasniku Republike Srbije – Međunarodni ugovori”.