



HRVATSKI SABOR

KLASA: 022-02/23-01/23

URBROJ: 65-23-02

Zagreb, 20. travnja 2023.

**P.Z. br. 475**

**ZASTUPNICAMA I ZASTUPNICIMA  
HRVATSKOGA SABORA**

**PREDSJEDNICAMA I PREDSJEDNICIMA  
RADNIH TIJELA**

Na temelju članaka 178. i 192., a u vezi s člankom 207.a Poslovnika Hrvatskoga sabora u prilogu upućujem *Konačni prijedlog zakona o potvrđivanju Ugovora o osnivanju Centra za razvoj financija (CEF)*, koji je predsjedniku Hrvatskoga sabora podnijela Vlada Republike Hrvatske, aktom od 20. travnja 2023. godine.

Za svoje predstavnike, koji će u njezino ime sudjelovati u radu Hrvatskoga sabora i njegovih radnih tijela, Vlada je odredila ministra financija dr. sc. Marka Primorca i državne tajnike Zdravka Zrinskića i Stipu Župana.

**PREDSJEDNIK**  
  
**Gordan Jandroković**



**VLADA REPUBLIKE HRVATSKE**

KLASA: 022-03/23-11/16  
URBROJ: 50301-05/16-23-4

Zagreb, 20. travnja 2023.

**PREDSJEDNIKU HRVATSKOGA SABORA**

**PREDMET:** Konačni prijedlog zakona o potvrđivanju Ugovora o osnivanju Centra za razvoj financija (CEF)

Na temelju članka 85. Ustava Republike Hrvatske („Narodne novine“, br. 85/10. – pročišćeni tekst i 5/14. – Odluka Ustavnog suda Republike Hrvatske) i članka 207.a Poslovnika Hrvatskoga sabora („Narodne novine“, br. 81/13., 113/16., 69/17., 29/18., 53/20., 119/20. – Odluka Ustavnog suda Republike Hrvatske i 123/20.), Vlada Republike Hrvatske podnosi Konačni prijedlog zakona o potvrđivanju Ugovora o osnivanju Centra za razvoj financija (CEF).

Za svoje predstavnike, koji će u njezino ime sudjelovati u radu Hrvatskoga sabora i njegovih radnih tijela, Vlada je odredila ministra financija dr. sc. Marka Primorca i državne tajnike Zdravka Zrinušića i Stipu Župana.

  
PREDSJEDNIK  
mr. sc. Andrej Plenković

VLADA REPUBLIKE HRVATSKE

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KONAČNI PRIJEDLOG ZAKONA O POTVRĐIVANJU UGOVORA O  
OSNIVANJU CENTRA ZA RAZVOJ FINACIJA (CEF)

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Zagreb, travanj 2023.

# **KONAČNI PRIJEDLOG ZAKONA O POTVRĐIVANJU UGOVORA O OSNIVANJU CENTRA ZA RAZVOJ FINACIJA (CEF)**

## **I. USTAVNA OSNOVA ZA DONOŠENJE ZAKONA**

Ustavna osnova za donošenje Zakona o potvrđivanju Ugovora o osnivanju Centra za razvoj financija (CEF) sadržana je u odredbi članka 140. stavka 1. Ustava Republike Hrvatske („Narodne novine“, br. 85/10. – pročišćeni tekst i 5/14. – Odluka Ustavnog suda Republike Hrvatske).

## **II. OCJENA STANJA I CILJ KOJI SE DONOŠENJEM ZAKONA ŽELI POSTIĆI**

Ugovor o osnivanju Centra za razvoj financija (CEF) (u daljnjem tekstu: Ugovor) potpisan je 3. rujna 2013. na Bledu, Republika Slovenija u okviru Međunarodne konferencije Bledski Strateški Forum. Centar za razvoj financija (u daljnjem tekstu: CEF) osnovan je s ciljem jačanja suradnje i kapaciteta u upravljanju javnim financijama i središnjem bankarstvu zemalja jugoistočne Europe.

Ugovor je mnogostrani međunarodni ugovor čiji su potpisnici Republika Hrvatska i sedam zemalja – Republika Bugarska, Republika Sjeverna Makedonija, Crna Gora, Republika Slovenija, Bosna i Hercegovina, Republika Moldavija i Rumunjska. Ugovor je, u ime Republike Hrvatske, potpisao potpredsjednik Vlade Republike Hrvatske i ministar regionalnoga razvoja i fondova Europske unije.

Ovim se Ugovorom osnovao CEF kao međunarodna organizacija s pravnom osobnošću. Svrha osnivanja CEF-a je promicanje razmjene znanja, pružanje obuke i tehničke pomoći u upravljanju javnim financijama, središnjem bankarstvu i drugim područjima javne uprave. Stranke ugovora putem svojih predstavnika imaju pravo upravljati razvojem CEF-a kroz aktivnosti odobravanja godišnjeg programa rada i proračuna, odobravanje poslovnih i financijskih izvješća CEF-a, izdavanjem odobrenja za sklapanje međunarodnih sporazuma i ugovora CEF-a, utvrđivanja kriterija za prijem novih zemalja i međunarodnih organizacija u CEF, razmatranje i odobravanje zahtjeva za članstvo, donošenje financijskih pravila i propisa, poslovnika i pravilnika o radu te drugih internih pravilnika CEF-a. Kroz članstvo u Savjetodavnom odboru, Republika Hrvatska će putem svojih predstavnika imati pravo sudjelovati u osmišljavanju aktivnosti CEF-a i koordinaciji njihove provedbe.

Prema članku 27. Ugovora o osnivanju CEF-a Ugovor podliježe ratifikaciji, prihvatu ili odobrenju zemalja potpisnica i međunarodnih organizacija u skladu s njihovim pravnim uvjetima. Slijedom navedenoga, u prosincu 2022. godine Ministarstvo financija zaprimilo je službeni zahtjev Centra za razvoj financija (CEF) za ratifikacijom Ugovora.

## **III. OSNOVNA PITANJA KOJA SE PREDLAŽU UREDITI ZAKONOM**

Ovim Zakonom potvrđuje se Ugovor kako bi njegove odredbe, u smislu članka 141. Ustava Republike Hrvatske postale dio unutarnjeg pravnog poretka Republike Hrvatske.

Ugovorom se uređuje sljedeće:

- prepoznata je izuzetna važnost potrebe za reformama javnih financija i učinkovitog središnjeg bankarstva u jugoistočnoj Europi i drugim zemljama
- osviještena je potreba promicanja međunarodnih standarda u upravljanju javnim financijama, središnjem bankarstvu i drugim područjima javne uprave
- postoji potreba jačanja suradnje u upravljanju javnim financijama i središnjem bankarstvu
- nužno je razvijati aktivnosti razmjene znanja, kapaciteta i tehničke pomoći između zemalja jugoistočne Europe te drugih zemalja i međunarodnih organizacija
- potrebno je uvažavati važnost međusobne suradnje utemeljene na načelima ravnopravnosti, državnog suvereniteta, teritorijalne cjelovitosti, dobre vjere i dobrosusjedskih odnosa
- prepoznata je želja za ostvarivanjem zajedničkih ciljeva osnivanjem organizacije na temelju multilateralnog ugovora koji su zaključile zemlje jugoistočne Europe i druge zemlje, a kojoj mogu pristupiti i druge zemlje i međunarodne organizacije.

Člankom 27. određeno je da Ugovor podliježe ratifikaciji od strane zemalja potpisnica.

Člankom 140. stavka 1. Ustava Republike Hrvatske („Narodne novine“, br. 85/10. – pročišćeni tekst i 5/14. – Odluka Ustavnog suda Republike Hrvatske) određeno je da Hrvatski sabor potvrđuje međunarodne ugovore koji traže donošenje ili izmjenu zakona.

#### **IV. OCJENA SREDSTAVA POTREBNIH ZA PROVEDBU ZAKONA**

Za provedbu ovoga Zakona nije potrebno osigurati dodatna financijska sredstva iz državnog proračuna Republike Hrvatske.

#### **V. ZAKONI KOJIMA SE POTVRĐUJU MEĐUNARODNI UGOVORI**

Temelj za donošenje ovoga Zakona nalazi se u članku 207.a Poslovnika Hrvatskoga sabora („Narodne novine“, br. 81/13., 113/16., 69/17., 29/18., 53/20., 119/20. – Odluka Ustavnog suda Republike Hrvatske i 123/20.), prema kojemu se zakoni kojima se, u skladu s Ustavom Republike Hrvatske, potvrđuju međunarodni ugovori donose u pravilu u jednom čitanju, a postupak donošenja pokreće se podnošenjem konačnog prijedloga zakona o potvrđivanju međunarodnog ugovora.

S obzirom na prirodu postupka potvrđivanja međunarodnih ugovora, kojim zemlja i formalno izražava spremnost biti vezana već sklopljenim međunarodnim ugovorom, kao i na činjenicu da se u ovoj fazi postupka, u pravilu ne može mijenjati ili dopunjavati tekst međunarodnog ugovora, predlaže se ovaj Konačni prijedlog zakona raspraviti i prihvatiti u jednom čitanju.

**KONAČNI PRIJEDLOG ZAKONA O POTVRĐIVANJU UGOVORA O OSNIVANJU  
CENTRA ZA RAZVOJ FINANCIJA (CEF)**

**Članak 1.**

Potvrđuje se Ugovor o osnivanju Centra za razvoj financija (CEF), potpisan na Bledu 3. rujna 2013., u izvorniku na engleskom jeziku.

**Članak 2.**

Tekst Ugovora iz članka 1. ovoga Zakona, u izvorniku na engleskom jeziku i u prijevodu na hrvatski jezik, glasi:

**UGOVOR O OSNIVANJU CENTRA ZA RAZVOJ FINANCIJA  
(CEF)**

Ugovorne stranke ovog Ugovora,

**budući da**

prepoznaju izuzetnu važnost potrebe za reformama javnih financija i učinkovitog središnjeg bankarstva u jugoistočnoj Europi i drugim zemljama;

su svjesne potrebe promicanja međunarodnih standarda u upravljanju javnim financijama, središnjem bankarstvu i drugim područjima javne uprave;

imaju potrebu za daljnjim širenjem suradnje u upravljanju javnim financijama i središnjem bankarstvu;

žele razvijati razmjenu znanja, kapaciteta i tehničke pomoć između zemalja jugoistočne Europe te drugih zemalja i međunarodnih institucija i organizacija;

uvažavaju važnost međusobne suradnje utemeljene na načelima ravnopravnosti, državnog suvereniteta, teritorijalne cjelovitosti, dobre vjere i dobrosusjedskih odnosa;

žele unaprijediti njihove zajedničke ciljeve osnivanjem organizacije na temelju mnogostranogugovora otvorenog zemljama jugoistočne Europe i drugim zemljama, kao i međunarodnim institucijama i organizacijama;

odgovaraju na poziv Republike Slovenije da bude domaćin takve organizacije u Ljubljani, Slovenija, i da su suglasne osigurati provedbu povlastica i imuniteta, kako je navedeno u nastavku, na državnom području svih ugovornih stranaka;

**SPORAZUMJELE SU SE** da CEF bude organiziran i djeluje u skladu sa sljedećim odredbama:



**OPĆE ODREDBE**Članak 1.  
Definicije

Za svrhe ovog Ugovora, ovdje korišteni izrazi imaju sljedeće značenje:

„CEF” znači Centar za razvoj financija.

„Članovi Upravnog odbora” znači ministri financija i guverneri središnjih banaka ili čelnici drugih relevantnih institucija ili njihovi imenovani predstavnici.

„Službene aktivnosti” znači pružanje osposobljavanja, stručne i tehničke pomoći te uspostava mreža za provedbu reformi upravljanja javnim financijama i središnjeg bankarstva.

„Ravnatelj” znači ravnatelj CEF-a.

„Osoblje” znači zaposlenici CEF-a.

„Stručnjak” znači bilo koja osoba koju CEF angažira na kratkoročnoj osnovi (najviše dvanaest mjeseci) za obavljanje potrebnih usluga.

„Predstavnici članica CEF-a” znači članove izaslanstva koji sudjeluju na sastancima koje saziva CEF.

„Sastanak koji saziva CEF” znači sastanak tijela CEF-a ili pomoćnog tijela ili konferencija koju saziva CEF.

„Imovina” znači sav prihod CEF-a i sva imovina, uključujući kapital, sredstva i druga imovina koja pripada CEF-u, bilo da je u vlasništvu ili posjedu ili da njome upravlja, u skladu sa službenim dužnostima koje CEF obavlja.

„Prostori” znači zgrade ili dijelovi zgrada, uključujući i pripadajuće zemljište, koji se koriste isključivo za potrebe CEF-a, bez obzira na vlasništvo.

„Arhiva” znači svi zapisi, korespondencija, dokumenti, rukopisi, podaci na računalnim i računalima i nosačima podataka, fotografije, filmovi, video zapisi, zvučni zapisi i drugi podaci koji pripadaju CEF-u ili su u posjedu CEF-a.

„Obitelj” znači supružnici i izvanbračni partneri osoblja, nevjenčana uzdržavana djeca osoblja do 18 godina starosti, odnosno do 26 godina starosti ako su upisani kao redoviti studenti na visokim i visokoškolskim obrazovnim ustanovama, i nevjenčana uzdržavana djeca osoblja koja su fizički ili mentalno nesposobna.

„Zemlja domaćin” znači zemlja u kojoj se nalazi sjedište CEF-a.

Svako pozivanje na osobu muškog roda ujedno je i pozivanje na osobu ženskog roda i obrnuto.

## Članak 2. Osnivanje i status

CEF ima međunarodnu pravnu osobnost.

## Članak 3. Svrha i aktivnosti

1. Svrha CEF-a je promicanje razmjene znanja, pružanje obuke i tehničke pomoći u upravljanju javnim financijama, središnjem bankarstvu i drugim područjima javne uprave.
2. CEF provodi svoje aktivnosti pružanjem ciljne i praktične obuke i tehničke pomoći usmjerene na zahtjeve, promicanjem suradnje u regiji, uključujući održavanje platformi za uzajamno učenje i poticanje zajednica na razmjenu prakse, uspostavljanjem novih partnerstava, razmjenom iskustva i slično za rješavanje specifičnih izazova svojih zemalja članica.
3. CEF, djelujući kao koordinator i inicijator, osiguravajući iskustvo za praktičnu primjenu i usmjeravanje, nudeći podršku u svim pitanjima koja se odnose na upravljanje javnim financijama i središnjem bankarstvu, pomažući zemljama da izvuku korist iz učinkovitog razvoja i prijenosa znanja i najboljih praksi, CEF obavlja sljedeće aktivnosti, posebno u korist članica:
  - a) pomaže u provedbi reformi upravljanja javnim financijama i jačanju središnjeg bankarstva kroz posebno prilagođene aktivnosti;
  - b) inicira raspravu i osigurava suradnju s drugim vladinim i nevladinim organizacijama kako bi se podržalo stvaranje poticajnog okruženja za učinkovito upravljanje javnim financijama i središnjem bankarstvu;
  - c) omogućuje pristup najnovijim znanjima i praktičnim iskustvima u upravljanju javnim financijama i središnjem bankarstvu, a istovremeno pruža podršku svojim članicama u razvoju individualnih rješenja;
  - d) unaprjeđuje prijenos znanja i tehnologije te promiče razvoj kapaciteta i kompetencija članica CEF-a, također promicanjem međusobnog povezivanja;
  - e) osigurava izgradnju kapaciteta kroz certificirane programe obuke i obrazovanja;
  - f) služi kao mjesto gdje se izmjenjuju znanja i iskustava stečena u procesu reformi;
  - g) provodi i promiče istraživanja kako bi se odgovorilo na potrebe regionalnog razvoja kapaciteta;

- h) omogućuje dužnosnicima članica CEF-a proučavanje provedbe međunarodnih standarda, najbolje prakse i smjernica razvoja, a sve pod vodstvom visokokvalificiranih međunarodnih stručnjaka;
- i) druge aktivnosti koje odredi Upravni odbor.

#### Članak 4. Pravna sposobnost

CEF ima pravnu sposobnost koja je potrebna za obavljanje njegovih zadaća, uključujući sposobnost sklapanja ugovora, stjecanja i raspolaganja pokretnom i nepokretnom imovinom, pokretanja i sudjelovanja u pravnim postupcima i poduzimanja drugih radnji koje mogu biti potrebne ili korisne za obavljanje njegove svrhe i aktivnosti.

#### Članak 5. Suradnja

CEF nastoji uspostaviti obostrano korisne odnose sa svim institucijama i organizacijama kako bi se izbjeglo nepotrebno dupliciranje posla.

### ČLANICE

#### Članak 6. Članstvo

1. Članstvo je otvoreno bilo kojoj zemlji i međunarodnoj organizaciji koje su voljne i sposobne djelovati u skladu sa svrhom i aktivnostima navedenim u ovom Ugovoru.
2. Te zemlje i međunarodne organizacije postaju:
  - a) članice osnivačice CEF-a potpisivanjem ovog Ugovora i poloaganjem isprave o ratifikaciji;
  - b) ostale članice CEF-a polaganjem isprave o pristupu nakon što je njihova prijava za članstvo odobrena.

## Članak 7.

### Prijem

1. CEF je otvoren za prijem bilo kojoj zemlji i međunarodnoj organizaciji koje izraze poseban interes za promicanje razmjene znanja, pružanje obuke i tehničke pomoći u upravljanju javnim financijama, središnjem bankarstvu i drugim područjima javne uprave u članicama CEF-a, i koje apliciraju za članstvo, slažu se sa svrhom i aktivnostima CEF-a kako je navedeno u ovom Ugovoru, te zadovoljavaju kriterije koje je odredio Upravni odbor.
2. Prijave za članstvo podnose se Upravnom odboru na razmatranje i odobrenje. Nakon što se dobije odobrenje, Upravni odbor poziva zemlju podnositeljicu zahtjeva ili međunarodnu organizaciju da pristupi ovom Ugovoru prema stavku 3. članak 27.

## **ORGANIZACIJA**

## Članak 8.

### Organizacijska struktura

1. CEF djeluje na fleksibilan način. Njegova glavna tijela su:
  - a) Upravni odbor;
  - b) Savjetodavni odbor;
  - c) Tajništvo.
2. Upravni odbor može osnovati pomoćna tijela koja smatra potrebnima za obavljanje svojih zadaća u skladu s ovim Ugovorom.

## Članak 9.

### Upravni odbor

1. Svaka članica CEF-a, koja je zemlja, ima najviše do dva člana u Upravnom odboru, od kojih svaki ima zamjenika koji djeluje u njihovo ime kada oni nisu u mogućnosti obavljati svoje dužnosti. Članovi Upravnog odbora su ministri financija i/ili guverneri središnjih banaka ili čelnici drugih relevantnih institucija.
2. Svaka članica CEF-a, koja je međunarodna organizacija, ima jednog člana u Upravnom odboru i jednog zamjenika koji djeluje u njegovo ime kada on nije u mogućnosti obavljati svoje dužnosti. Član Upravnog odbora je čelnik međunarodne organizacije ili njezin imenovani predstavnik.

3. Članovi Upravnog odbora su i do tri predstavnika Savjetodavnog odbora koji obnašaju dužnost članova Upravnog odbora na razdoblje od tri godine.
4. Ravnatelj je član Upravnog odbora (kao član po službenoj dužnosti) bez prava glasa.
5. Upravni odbor:
  - a) nadzire aktivnosti CEF-a;
  - b) odobrava godišnji program rada i godišnji proračun;
  - c) izdaje poslovno izvješće i financijska izvješća;
  - d) imenuje ravnatelja i vanjskog revizora CEF-a;
  - e) odobrava izmjene i dopune ovog Ugovora;
  - f) ovlašćuje ravnatelja za pregovaranje o međunarodnim sporazumima i ugovorima;
  - g) odobrava sklapanje međunarodnih sporazuma i ugovora;
  - h) utvrđuje kriterije za prijem novih zemalja i međunarodnih organizacija u CEF;
  - i) razmatra i odobrava zahtjeve za članstvo;
  - j) donosi financijska pravila i propise, poslovnike i pravilnik o radu kojima se pobliže uređuje rad svih tijela, kao i druge interne pravilnike.
6. Svaki član Upravnog odbora ima jedan glas. Pravila glasovanja utvrđuju se poslovníkom o radu koji jednoglasno donosi Upravni odbor.
7. Sastanci Upravnog odbora sazivaju se najmanje jednom u kalendarskoj godini. Osim toga, svaka članica CEF-a također može zatražiti sastanak, u skladu s poslovníkom.

#### Članak 10. Savjetodavni odbor

1. Savjetodavni odbor pomaže u osmišljavanju aktivnosti CEF-a i koordinaciji njihove provedbe.
2. Donatori aktivni u regiji i druge institucije koje surađuju s CEF-om mogu se sami prijaviti za članstvo u savjetodavnom odboru ili ih CEF može pozvati.
3. Savjetodavni odbor sastaje se najmanje jednom u kalendarskoj godini. Osim toga, svaki član može također zatražiti sastanak.
4. Svake tri godine, Savjetodavni odbor između svojih članova bira do tri predstavnika koji će ga zastupati u Upravnom odboru.
5. Svake godine predstavnici Savjetodavnog odbora u Upravnom odboru između sebe biraju predsjednika.

Članak 11.  
Tajništvo

1. Tajništvo se sastoji od ravnatelja, osoblja i stručnjaka.
2. Upravni odbor imenuje ravnatelja na mandat od pet godina. Postupak izbora određen je poslovnikom.
3. Ravnatelj je za obavljanje svojih dužnosti odgovoran Upravnom odboru. Upute prima samo od Upravnog odbora.
4. Ravnatelj:
  - a) osigurava pravilno, redovito i učinkovito funkcioniranje CEF-a;
  - b) djeluje u ime CEF-a, uključujući potpisivanje Ugovora o sjedištu, drugih međunarodnih sporazuma i ugovora potrebnih za funkcioniranje CEF-a;
  - c) izvještava Upravni odbor;
  - d) podnosi Upravnom odboru nacrt godišnjeg programa rada, prijedlog proračuna i izvješće o njihovoj realizaciji;
  - e) izvješćuje Upravni odbor o svim drugim pitanjima u vezi s funkcioniranjem CEF-a, prema zahtjevima Upravnog odbora.
5. Pravilnik o radu sadrži načela i postupke kojima se uređuje izbor osoblja, njihovo zapošljavanje i sistematizacija radnih mjesta kako bi se osigurao učinkovit rad Tajništva za potrebe ovog Ugovora.

**POVLASTICE I IMUNITETI**

Članak 12.  
Imunitet od pravnog postupka

1. CEF i njegova imovina, bez obzira na to gdje se nalazi i u čijem je posjedu, uživaju imunitet od svih oblika pravnih postupaka, osim ako Upravni odbor u određenom slučaju svojom odlukom ne odobri odricanje od imuniteta.
2. Ne dovodeći u pitanje prethodni stavak, CEF ne uživa imunitet u pogledu:
  - a) tužbe u građanskome postupku na temelju ugovorne obveze CEF-a;
  - b) protutužbe izravno povezane s postupkom koji je pokrenuo CEF;
  - c) tužbu u građanskome postupku za naknadu štete za smrt ili ozljedu osobe, ili štete ili gubitka materijalne imovine, kao rezultat radnje ili propusta koji se može pripisati CEF-u.

3. Nijedno odricanje od imuniteta ne proteže se na mjere ovrhe, za koje je potrebno posebno odricanje.

Članak 13.  
Nepovredivost

1. Prostorije CEF-a su nepovredive.
2. Imovina CEF-a, bez obzira gdje se nalazi i u čijem je posjedu, uživa imunitet od pretrage, oduzimanja, zapljene, izvlaštenja ili bilo kojeg drugog oblika uplitanja, bilo da se radi o izvršnoj, upravnoj, sudskoj ili zakonodavnoj mjeri.
3. Arhiva CEF-a i općenito svi dokumenti koji mu pripadaju ili su u njegovom posjedu nepovredivi su bez obzira gdje se nalaze i u čijem su posjedu.

Članak 14.  
Olakšice i imuniteti u komunikacijama i publikacijama

1. CEF komunicira slobodno i bez potrebe za posebnim dopuštenjem, u sve službene svrhe, a članice CEF-a štite pravo CEF-a da to čini.
2. CEF uživa, za svoje službene komunikacije, status koji nije ništa nepovoljniji od onog koji članice CEF-a dodjeljuju diplomatskim misijama bilo koje zemlje.
3. Sva službena komunikacija upućena CEF-u i sva službena komunikacija CEF-a prema van, bez obzira na sredstva i način prijenosa, nepovrediva je.

Članak 15.  
Izuzeća

1. U okviru njegovih službenih aktivnosti, CEF i njegova imovina izuzeti su od:
  - a) carine na uvoz ili izvoz robe za službenu uporabu, pod uvjetom da uvezena roba nije namijenjena za prodaju niti da se njome drugačije raspolaže na teritoriju pojedine članice CEF-a, osim pod uvjetima koje ona odobri;
  - b) carine na uvoz ili izvoz publikacija u službene svrhe;
  - c) neizravnog oporezivanja isporuke robe i usluga za službenu uporabu, pod istim uvjetima koji se primjenjuju na diplomatska predstavništva na teritoriju određene članice CEF-a.

2. Izuzeća predviđena stavkom 1.c ovog članka mogu se odobriti kao izravno izuzeće ili povrat plaćenog poreza prema istim postupcima koji se primjenjuju na diplomatska predstavništva na državnom području određene članice CEF-a.

#### Članak 16.

##### Slobodno raspolaganje financijskim sredstvima

Bez da podliježe bilo kakvom financijskom nadzoru ili bilo kakvom moratoriju, CEF može, unutar državnog područja članica CEF-a, slobodno:

- a) kupovati bilo koju valutu putem ovlaštenih kanala te njome raspolagati; i
- b) imati račune u bilo kojoj valuti.

#### Članak 17.

##### Zastava, grb i obilježja

CEF može istaknuti svoju zastavu, grb i druga obilježja, koje usvoji Upravni odbor CEF-a, u svojim prostorijama i na vozilima koja se koriste u službene svrhe.

#### Članak 18.

##### Povlastice i imuniteti članova Upravnog odbora i predstavnika članica CEF-a

Članovi Upravnog odbora i predstavnici članica CEF-a, za vrijeme obavljanja svojih misija u CEF-u i tijekom putovanja na sastanke i sa sastanaka koje saziva CEF, uživaju sljedeće povlastice i imunitete:

- a) imunitet od pravnog postupka, čak i nakon prestanka njihovih dužnosti u CEF-u, u pogledu izgovorenih ili napisanih riječi i svih radnji koje su počinili u njihovom službenom svojstvu i u okviru ograničenja njihovih ovlasti;
- b) nepovredivost službene dokumentacije, podataka i drugog službenog materijala u njihovom posjedu.

#### Članak 19.

##### Povlastice i imuniteti ravnatelja

##### 1. Ravnatelj:

- a) uživa imunitet od uhićenja i pritvaranja za radnje počinjene u njegovom službenom svojstvu;
- b) uživa imunitet od zapljene svoje osobne prtljage;
- c) uživa imunitet od pravnog postupka, čak i nakon prestanka dužnosti u CEF-u, u pogledu izgovorenih ili napisanih riječi i svih radnji koje je počinio u njihovom službenom svojstvu i u okviru ograničenja njihovih ovlasti;



- d) uživa izuzeće plaćanja poreza na plaću koju mu isplaćuje CEF;
- e) uživa, zajedno sa svojim članovima obitelji, jednake olakšice vezane uz repatrijaciju u vrijeme međunarodnih kriza koje su dodijeljene šefovima diplomatskih misija;
- f) nije obvezan dati iskaz kao svjedok u vezi sa svojim službenim zadaćama;
- g) uživa nepovredivost svih spisa, dokumenata i drugog službenog materijala koji se odnosi na CEF.

Povlastice i imuniteti ravnatelja utvrđeni u stavku 1. ovog članka, točkama d) i e), ne primjenjuju se u odnosu na članicu CEF-a čiji je osoba državljanin ili u kojoj ima stalno prebivalište.

#### Članak 20.

##### Povlastice i imuniteti osoblja

#### 1. Osoblje:

- a) uživa imunitet od pravnog postupka, čak i nakon prestanka njihovih dužnosti u CEF-u, u pogledu izgovorenih ili napisanih riječi i svih radnji koje su počinili u njihovom službenom svojstvu i u okviru ograničenja njihovih ovlasti;
- b) uživa izuzeće plaćanja poreza na plaće koje im isplaćuje CEF;
- c) uživa iste pogodnosti kao i administrativno i tehničko osoblje diplomatskih predstavništva kada se u slučaju međunarodne krize vraćaju u domovinu zajedno s članovima svoje obitelji;
- d) uživa nepovredivost svih spisa, dokumenata i drugog službenog materijala koji se odnosi na CEF.

2. Povlastice i imuniteti osoblja navedeni u stavku 1. ovog članka, točkama b) i c), ne primjenjuju se u odnosu na članicu CEF-a čiji je osoba državljanin ili u kojoj osoba ima stalno prebivalište.

#### Članak 21.

##### Trajanje povlastica i imuniteta

- 1. Na državnom području ugovornih stranaka, svaka osoba koja ima pravo na povlastice i imunitete u skladu s člancima 18., 19., 20. i 22. uživaju povlastice i imunitete od trenutka kada preuzmu svoju dužnost u CEF-u ili, ako to nije bilo učinjeno unaprijed, od trenutka kada su o preuzimanju njihovog mjesta obaviještena nadležna tijela zemlje domaćina.
- 2. Kada zadaće tih osoba završe, povlastice i imuniteti koje uživaju na državnom području ugovornih stranaka uobičajeno prestaju u trenutku kada napuste CEF članicu, ili protekom razumnog razdoblja u kojem to trebaju učiniti. Međutim, imuniteti i dalje ostaju u odnosu na radnje koje su te osobe učinile u obavljanju svojih zadaća.

3. Ravnatelj, osoblje i članovi njihovih obitelji imaju pravo na odgovarajuće identifikacijske iskaznice koje izdaje nadležno tijelo zemlje domaćina i koje, zajedno s njihovim nacionalnim osobnim ili putnim ispravama, dokazuju njihov identitet i poseban status.

#### Članak 22.

##### Odricanje od imuniteta

1. Povlastice i imuniteti iz ovog Ugovora ne odobravaju se radi osobne koristi samih pojedinaca, već kako bi se sačuvalo neovisno izvršavanje njihovih zadaća u vezi s CEF-om u razdoblju njihovog službenog svojstva.
2. Dužnost je svih osoba koje uživaju povlastice i imunitete sukladno ovom Ugovoru da poštuju zakone i propise zemlje domaćina i drugih ugovornih stranaka.
3. Nadležnost za odricanje od imuniteta je kako slijedi:
  - a) u pogledu članova Upravnog odbora i predstavnika zemalja članica CEF-a odricanje od imuniteta je u nadležnosti članice CEF-a koja ih imenuje. Ta članica CEF-a ima pravo i dužnost odreći se imuniteta osobe u slučajevima kada bi, prema njenom mišljenju, imunitet ometao izvršenje pravde i kada ga se može odreći bez da naštetí svrsi zbog koje je imunitet dodijeljen;
  - b) u pogledu ravnatelja, Upravni odbor ima pravo i dužnost ukinuti imunitet ravnatelja u slučajevima u kojima bi imunitet ometao sudski proces, a može se ukinuti ne dovodeći u pitanje interese CEF-a;
  - c) u pogledu osoblja, ravnatelj ima pravo i dužnost ukinuti imunitet članovima osoblja u slučajevima u kojima bi imunitet ometao sudski proces, a može se ukinuti ne dovodeći u pitanje interese CEF-a.
4. Nijedno takvo odricanje od imuniteta ne proteže se na mjere ovrhe, za koje je potrebno posebno ukidanje.
5. CEF u svakom trenutku surađuje s nadležnim tijelima članica CEF-a kako bi olakšao učinkovito funkcioniranje pravosudnog sustava te sprječavao zlouporabu povlastica i imuniteta odobrenih prema odredbama ovog Ugovora.

#### Članak 23.

##### Financijska sredstva

1. Financijska sredstva CEF-a uključuju:
  - a) doprinos u obliku poslovnog prostora koji CEF koristi za obavljanje svojih aktivnosti, a koji je zemlja domaćin stavila na raspolaganje u skladu sa Sporazumom o sjedištu;

- b) finansijski doprinos zemlje domaćina za financiranje aktivnosti CEF-a u razumnom iznosu;
  - c) dobrovoljne doprinose donatora;
  - d) prihod od tih doprinosa;
  - e) prihode od aktivnosti;
  - f) ostale izvore prihoda.
2. Fiskalna godina CEF-a jest kalendarska godina.
  3. Svake godine ravnatelj priprema i podnosi Upravnom odboru, na njegovo odobrenje, izvješće o poslovanju koje sadrži revidirana finansijska izvješća i izvješće o aktivnostima CEF-a. Godišnju reviziju provodi neovisni vanjski revizor CEF-a kojeg imenuje Upravni odbor.
  4. Finansijska pravila i propise donosi Upravni odbor.

#### Članak 24. Prijelazne odredbe

Sva prava, obveze i imovina koja pripada Regionalnoj ustanovi – Centru za razvoj financija prenose se na CEF datumom stupanja na snagu ovog Ugovora.

#### Članak 25. Rezerve

Nisu dopuštene nikakve rezerve na ovaj Ugovor.

#### Članak 26. Sjedište i službeni jezik

1. Sjedište CEF-a nalazi se u Ljubljani, Slovenija, prema uvjetima dogovorenim između CEF-a i Republike Slovenije.
2. CEF može uspostaviti prostorije i infrastrukturu na drugim lokacijama prema potrebi za podršku svojim aktivnostima, postizanje najboljih rezultata i povećanje učinkovitosti. Uvjete uspostave takvih prostorija i infrastrukture dogovaraju CEF i odgovarajuće zemlje domaćina prije njihovog otvaranja.
3. Službeni jezik CEF-a jest engleski.

## ZAVRŠNE ODREDBE

### Članak 27.

#### Potpisivanje, ratifikacija, prihvata, odobrenje i pristup

1. Ovaj Ugovor je otvoren za potpisivanje svakoj zemlji i međunarodnoj organizaciji do datuma stupanja na snagu ovog Ugovora.
2. Ovaj Ugovor podliježe ratifikaciji, prihvatu ili odobrenju zemalja potpisnica i međunarodnih organizacija u skladu s njihovim mjerodavnim pravnim uvjetima.
3. Ovaj Ugovor je otvoren za pristup zemljama i međunarodnim organizacijama koje nisu potpisale ovaj Ugovor nakon što njihova prijava za članstvo bude odobrena.
4. Isprave o ratifikaciji, prihvatu, odobrenju ili pristupu polažu se kod depozitara.

### Članak 28.

#### Stupanje na snagu

1. Ovaj Ugovor stupa na snagu tridesetog dana nakon datuma polaganja treće isprave o ratifikaciji kod depozitara.
2. Za svaku zemlju ili međunarodnu organizaciju koja ratificira ili pristupi ovom Ugovoru nakon datuma njegovog stupanja na snagu, kako je predviđeno u stavku 1., ovaj Ugovor stupa na snagu datumom polaganja njenih odgovarajućih isprava.

### Članak 29.

#### Izmjene i dopune

1. Izmjene i dopune ovog Ugovora može predložiti bilo koja članica CEF-a. Ovjerene preslike teksta svake predložene izmjene i dopune priprema ravnatelj i upućuje ih svim članicama najmanje devedeset dana prije nego ih razmotri Upravni odbor.
2. Izmjene i dopune proizvode učinke za sve članice CEF-a:
  - a) kada ih odobri Upravni odbor nakon razmatranja komentara koje podnosi ravnatelj na svaku predloženu izmjenu i dopunu; i
  - b) kada se sve članice CEF-a pristanu biti vezane izmjenama i dopunama sukladno njihovim odgovarajućim ustavnim postupcima. Svoj pristanak da budu vezane članice CEF-a izražavaju polaganjem odgovarajuće isprave kod depozitara.

Članak 30.  
Povlačenje i prestanak

1. Ovaj Ugovor može biti okončan uzajamnim dogovorom članica CEF-a.
2. Svaka članica CEF-a može se povući iz ovog Ugovora upućivanjem pisane obavijesti depozitaru ovog Ugovora, koji će o tome odmah obavijestiti ostale članice CEF-a.
3. Takva obavijest o povlačenju proizvodi učinke pola godine nakon datuma kada ju je primio depozitar, osim ako se ta obavijest prethodno ne povuče ili se članice CEF-a međusobno ne dogovore drukčije.
4. Osim ako se ostale članice CEF-a drukčije ne dogovore, povlačenje iz stavka 2. ovog članka ne oslobađa članicu CEF-a koja je poslala obavijest niti jedne njene obveze koje se odnose na već započete programe, projekte i studije prema ovom Ugovoru.
5. U slučaju prestanka ovog Ugovora, CEF će nastojati, u mjeri u kojoj je to moguće, dovršiti projekte koji su još u tijeku. Nakon dovršetka tih aktivnosti, neto imovina CEF-a prenosi se na Vladu Republike Slovenije.

Članak 31.  
Rješavanje sporova

Svaki spor koji proizlazi između CEF-a i bilo koje druge članice CEF-a ili između bilo kojih članica CEF-a rješava se pregovorima ili drugim dogovorenim sredstvima mirnog rješavanja.

Članak 32.  
Depozitar

1. Vlada Republike Slovenije je depozitar.
2. Nakon stupanja na snagu ovog Ugovora, depozitar osigurava njegovu registraciju u skladu s člankom 102. Povelje Ujedinjenih naroda.
3. Izvornik ovog Ugovora u jednom primjerku na engleskom jeziku polaže se kod depozitara koji dostavlja ovjerenu presliku svakoj članici CEF-a.

U POTVRDU TOGA, niže potpisani, propisno za to ovlašteni, potpisali su ovaj Ugovor.

Sastavljeno na Bledu 3. rujna 2013.

Za Republiku Bugarsku  
Petar Pandushev Chobanov, v.r.

Za Republiku Hrvatsku  
Branko Grčić, v.r.

Za Republiku Makedoniju  
Zoran Stavreski, v.r.

Za Crnu Goru  
Nikola Vukićević, v.r.

Za Republiku Sloveniju  
Karl Erjavec, v.r

Za Bosnu i Hercegovinu  
Nikola Špirić, v.r.

Datum potpisa:  
27.11.2013.

Za Republiku Moldovu  
Aleksandru Codreanu, v.r.

Datum potpisa:  
11.12.2013.



Za Rumunjsku  
Dan Manolescu, v.r.

Datum potpisa:  
30.5.2014.

Ovime potvrđujem da je ovo vjerodostojan primjerak Ugovora o osnivanju Centra za razvoj financija (CEF), potpisan na Bledu, 3. rujna 2013., čiji je izvorni primjerak položen u arhivu Ministarstva vanjskih poslova Republike Slovenije.

Ljubljana, 03.06.2014.



Mihael Zupančič  
Head of International Law Department  
Ministry of Foreign Affairs  
of the Republic of Slovenia



**AGREEMENT ON ESTABLISHING  
THE CENTER OF EXCELLENCE IN FINANCE  
(CEF)**

The Contracting Parties to this Agreement,

**Whereas**

Recognizing the vital importance of the need for public financial reforms and sound central banking in South Eastern Europe and other countries;

Being aware of the need to promote international standards in public financial management, central banking and other areas of public administration;

Sharing the need to further extend cooperation in public financial management and central banking;

Desiring to develop knowledge exchange, capacity development and technical assistance among the countries of South Eastern Europe and other countries and international institutions and organizations;

Acknowledging the importance of mutual cooperation on the basis of the principles of equal rights, state sovereignty, territorial integrity, good faith and good neighborhood relations;

Wishing to enhance their common goals by the establishment of an organization on the basis of a multilateral agreement open to the countries of South Eastern Europe and other countries, as well as international institutions and organizations;

Responding to the invitation of the Republic of Slovenia to host such organization in Ljubljana, Slovenia and agreeing to extend the Privileges and Immunities as set hereinafter in the territory of all Contracting Parties;

HAVE AGREED that the CEF shall be organized and shall operate in accordance with the following provisions:

## GENERAL PROVISIONS

### Article 1 Definitions

For the purposes of this Agreement, the terms used herein shall have the following meaning:

“CEF” means the Center of Excellence in Finance.

“Members of the Governing Board” means the Ministers of Finance and Governors of Central Banks or heads of other relevant institutions or their nominated representatives.

“Official activities” means the provision of training, professional and technical assistance, and facilitation of networks for the purpose of implementing reforms in public financial management and central banking.

“Director” means the Director of the CEF.

“Staff” means any employee of the CEF.

“Expert” means any person contracted by the CEF for a short term (up to twelve months) to deliver requested services.

“Representatives of the CEF Members” means members of delegations participating in meetings convened by the CEF;

“Meeting convened by the CEF” means any meeting of any CEF organ or a subsidiary body or any conference convened by the CEF.

“Property” means all income of the CEF and all property, including funds, assets and other properties that belong to the CEF, either owned or held/administered by the CEF, in accordance with the official duties performed by the CEF;

“Premises” means the buildings or parts of buildings including the land ancillary thereto, used only for the purposes of the CEF, irrespective of ownership;

“Archives” means all records, correspondence, documents, manuscripts, computer and media data, photographs, films, video, sound recordings and any other data, belonging to or held by the CEF.

“Family members” means spouses and common-law partners of the Staff, unmarried dependent children of the Staff up to 18 years of age, or up to 26 years of age if enrolled as full-time students at post-secondary educational institutions, and unmarried dependent children of the Staff who are physically or mentally disabled.

“Host country” means the country where the headquarters of CEF is located.

Any reference to a person of the male sex shall be deemed also to constitute a reference to a person of the female sex, and viceversa.

## Article 2 Establishment and Status

The CEF shall possess international legal personality.

## Article 3 Purpose and Activities

1. Purpose of the CEF shall be to promote knowledge exchange, deliver training and facilitate technical assistance in public financial management, central banking and other areas of public administration.
2. The CEF shall deliver its activities through focused and practically oriented tailor made and demand driven training and technical assistance, promotion of cooperation in the region, including maintenance of platforms for peer learning and facilitation of communities of practice, establishment of new partnerships, exchange of experience and similar to tackle specific challenges of its member states.
3. The CEF, acting as a facilitator and catalyst, providing experience for practical applications and policies, offering support on all matters relating to public financial management and central banking, helping countries to benefit from the efficient development and transfer of knowledge and best practices, the CEF performs the following activities, in particular for the benefit of CEF Members:
  - a) assist in the implementation of public financial management reforms and the strengthening of central banking through tailor-made activities;
  - b) initiate discussion and ensure interaction with other governmental and nongovernmental organizations to support the creation of an enabling environment for effective public finance management and central banking;
  - c) provide access to the latest knowledge and practical experience in public financial management and central banking whilst providing support to its members in developing individual solutions;
  - d) improve knowledge and technology transfer and promote the development of local capacity and competence in CEF Members including necessary interconnections;
  - e) offer capacity building through certified programs of training and education;
  - f) serve as a meeting point for the sharing of know-how and the exchange of experience gained in the reforms process;
  - g) perform and encourage research to respond to the regional capacity development needs;

- h) provide opportunities for the region's officials of CEF Members to study the implementation of international standards, best practices and trends, all under the guidance of highly qualified international experts;
- i) other activities as set by the Governing Board.

Article 4  
Legal Capacity

The CEF shall possess such legal capacity as is necessary for the exercise of its functions, including the capacity to contract, to acquire and to dispose movable and immovable property, enter into and respond to legal proceedings and take such other actions as may be necessary or useful for its purposes and activities

Article 5  
Cooperative Relationship

The CEF shall endeavor to establish mutually beneficial relationships with any existing institution and organization in order to avoid unnecessary duplication of work.

**MEMBERS**

Article 6  
Membership

1. Membership is open to any State and international organization willing and be able to act in accordance with the purposes and activities laid down in this Agreement.
2. Such State and international organization shall become:
  - a) a founding CEF Member by having signed this Agreement and having deposited an instrument of ratification;
  - b) other CEF Members by depositing an instrument of accession after their application for membership has been approved.

Article 7  
Admission

1. CEF is open to admission to any state and international organization which has particular interest in promotion of knowledge exchange, delivery of training and facilitation of technical assistance in public financial management, central banking and other areas of public administration in CEF Members and which applies for membership, agrees with purposes and activities of the CEF as set forth in this Agreement, and satisfies criteria established by the Governing Board.
2. Applications for membership shall be submitted to the Governing Board for consideration and approval. Once the approval is obtained the applicant State or international organization shall be invited by the Governing Board to accede to this Agreement pursuant to paragraph 3 of the Article 27.

**ORGANIZATION**

Article 8  
Organizational structure

1. The CEF operates in a flexible manner. It shall have the following principal bodies:
  - a) Governing Board;
  - b) Advisory Board;
  - c) Secretariat.
2. The Governing Board may establish such subsidiary bodies as it finds necessary for the exercise of its functions in accordance with this Agreement.

Article 9  
Governing Board

1. Each CEF Member, which is a state, shall have up to two Members in the Governing Board and each one alternate to act on their behalf when they are unable to serve. Members of the Governing Board are Ministers of Finance and/or Governors of Central Banks or heads of other relevant institutions.
2. Each CEF Member, which is an international organization, shall have one Member in the Governing Board and one alternate to act on his behalf when he is unable to serve. Member of the Governing Board is the head of the international organization or its nominated representative.



3. Members of the Governing Board are also up to three representatives of the Advisory Board who serve as Members of the Governing Board for a period of three years.
4. The Director shall be a Member of the Governing Board (as ex-officio member) without voting powers.
5. The Governing Board shall:
  - a) supervise the activities of the CEF;
  - b) approve the annual work program and annual budget;
  - c) discharge the business report and financial statements;
  - d) appoint a Director and an External Auditor of the CEF;
  - e) approve the amendments of this Agreement;
  - f) authorize the Director to negotiate international agreements and contracts;
  - g) approve the conclusion of international agreements and contracts;
  - h) establish criteria for admission of states and international organizations to the CEF;
  - i) consider and approve the application for membership;
  - j) adopt the Financial Rules and Regulations, the Rules of Procedure and the Rules of Employment with the aim to specify the performance of all its bodies and other internal rules.
6. Each Member of the Governing Board shall have one vote. Voting rules shall be specified in the Rules of Procedure to be adopted unanimously by the Governing Board.
7. Meetings of the Governing Board shall be called at least once each calendar year. In addition, a meeting may also be requested by any CEF Member, in accordance with the Rules of Procedure.

#### Article 10 Advisory Board

1. The Advisory Board shall assist in designing and in coordinating the delivery of activities of the CEF.
2. The membership of the Advisory Board is upon their request or the invitation by the CEF open to donors active in the region and other institutions collaborating with the CEF.
3. The Advisory Board shall meet at least once each calendar year. In addition, a meeting may also be requested by any member.
4. The Advisory Board shall every three years among themselves select up to three representatives to represent the Advisory Board in the Governing Board.
5. Each year representatives of the Advisory Board to the Governing Board among themselves select a Chair person.

Article 11  
Secretariat

1. The Secretariat shall be composed of Director, Staff and Experts.
2. The Governing Board shall appoint the Director for a term of five years. Selection Process shall be defined in the Rules of Procedure.
3. The Director shall be accountable to the Governing Board with respect to the performance of his or her tasks. The Director shall receive instructions only from the Governing Board.
4. The Director shall:
  - a) ensure proper, regular and efficient functioning of the CEF;
  - b) act on behalf of the CEF, including signing the Headquarters Agreement, other international agreements and contracts necessary for functioning of CEF;
  - c) report to the Governing Board;
  - d) submit to the Governing Board a draft annual work program, budget proposal and report on their implementation;
  - e) report to the Governing Board on any other matters on the functioning of the CEF as the Governing Board may require.
5. The Rules of Employment shall contain principles and procedures governing the selection of personnel, their employment and description of jobs to achieve effective functioning of the Secretariat for the purposes of this Agreement.

**PRIVILEGES AND IMMUNITIES**

Article 12  
Immunity from Legal Process

1. The CEF and its property, wherever located and by whomsoever held, shall enjoy immunity from every form of legal process except insofar as in any particular case, the Governing Board, by its decision, has authorized the waiver of this immunity.
2. Without prejudice to the previous paragraph, the CEF shall not enjoy immunity in respect of:
  - a) a civil action based on a contractual obligation of the CEF;
  - b) a civil action related to pecuniary compensation for death or injury of the person, or damage to or loss of tangible property, caused by an act or omission which is alleged to be attributable to the CEF.
  - c) a counter-claim directly connected to proceedings instituted by the CEF;

3. No such waiver of immunity shall extend to any measure of execution, for which a separate waiver shall be necessary.

Article 13  
Inviolability

1. The premises of the CEF shall be inviolable.
2. The property of the CEF, wherever located and by whomsoever held, shall be immune from search, requisition, confiscation, expropriation or any other form of interference, whether by executive, administrative, judicial or legislative action.
3. The archives of the CEF and more generally all documents belonging to it or held by it shall be inviolable wherever located and by whomsoever held.

Article 14  
Facilities and Immunities in Respect of Communications and Publications

1. The CEF shall communicate freely and without the need for special permission, for all official purposes, and CEF Members shall protect the right of the CEF to do so.
2. The CEF shall enjoy, for its official communications, treatment not less favorable than that accorded by the CEF Members to the diplomatic missions of any state.
3. All official communications directed to the CEF and all outward official communications of the CEF, by whatever means or whatever form transmitted shall be inviolable.

Article 15  
Exemptions

1. Within the scope of its official activities, the CEF and its property shall be exempt from:
  - a) customs duties, on the import or export of goods for official usage, provided that the goods imported are not to be sold or otherwise disposed of in the territory of the CEF Member concerned, except under conditions approved by that CEF Member;
  - b) customs duties, on the import or export of publications for official purposes
  - c) indirect taxation on the supply of goods and services, provided for official use, under the same conditions as are applied to diplomatic missions in the territory of the CEF Member concerned.

2. The exemptions provided for in paragraph 1 c of this Article may be granted by way of direct exemption or by way of a refund of the tax paid under the same procedures as are applied to diplomatic missions in the territory of the CEF Member concerned.

Article 16  
Freedom of Financial Assets from Restrictions

Without being subject to any financial controls or moratoria of any kind, the CEF may, within the territory of the CEF Members, freely:

- a) purchase any currencies through authorized channels and hold and dispose of them; and
- b) operate accounts in any currency.

Article 17  
Flag, emblem and markings

CEF may display its flag, logo and other designations, adopted by the Governing Board of CEF, in its premises and on the motor vehicles used for official purposes.

Article 18  
Privileges and Immunities of Members of the Governing Board and Representatives  
of the CEF Members

Members of the Governing Board and Representatives of the CEF Members, while exercising their mission at CEF and during their journey to and from the place of the meetings convened by the CEF, shall enjoy the following privileges and immunities:

- a) be immune from legal process, even after termination of their duties at the CEF, in respect of words spoken or written and all acts performed by them in their official capacity and within the limit of their authority;
- b) inviolability of official documentation, data and other official material in their possession.

Article 19  
Privileges and Immunities of the Director

1. The Director shall:
  - a) be immune from personal arrest and detention for acts performed in his official capacity;
  - b) be immune from seizure of his personal baggage;
  - c) be immune from legal process, even after termination of his duties at the CEF, in respect of words spoken or written and all acts performed by him in his official capacity and within the limit of his authority;

- d) be exempt from taxation on the salaries paid to him by the CEF;
- e) be given, together with his family members the same repatriation facilities in time of international crisis as accorded to heads of diplomatic missions;
- f) not be obliged to give evidence as a witness in connection to their official tasks;
- g) enjoy inviolability of all papers, documents and other official material related to the CEF.

The privileges and immunities of the Director set forth in paragraph 1 of this Article, points d) and e), shall not apply vis-a-vis the CEF Member of which the individual is a national or permanent resident.

#### Article 20 Privileges and Immunities of the Staff

1. The Staff shall:
  - a) be immune from legal process, even after termination of their duties at the CEF, in respect of words spoken or written and all acts performed by them in their official capacity and within the limit of their authority;
  - b) be exempt from taxation on the salaries paid to them by the CEF;
  - c) be given, together with their family members the same repatriation facilities in time of international crisis as accorded to administrative-technical staff of diplomatic missions;
  - d) enjoy inviolability of all papers, documents and other official material related to the CEF.
2. The privileges and immunities of the Staff set forth in paragraph 1 of this Article, points b) and c), shall not apply vis-a-vis the CEF Member of which the individual is a national or permanent resident.

#### Article 21 Duration of Privileges and Immunities

1. In the territory of Contracting Parties, each person entitled to privileges and immunities in accordance with Articles 18, 19, 20 and 22, shall enjoy the privileges and immunities from the moment he assumes his position at the CEF, or if this had not been done in advance, from the moment when the take up of his post was notified to the competent authorities of the Host Country.
2. When the functions of these persons come to an end, privileges and immunities they enjoy in the territory of Contracting Parties shall normally cease at the moment when they leave the CEF Member, or on expiry of a reasonable period in which to do so. However, with respect to the acts done by those persons in the exercise of their functions, immunity shall continue to subsist.

3. The Director, Staff and their family members are entitled to appropriate identity cards, issued by the competent authority of the Host Country, which together with their national personal or travel documents prove their identity and special status.

## Article 22 Waiver of Immunities

1. Privileges and immunities in this Agreement are accorded not for the personal benefit of individuals themselves, but in order to safeguard the independent exercise of their functions in connection with the CEF for the period of their official capacity.
2. It is the duty of all persons enjoying such privileges and immunities in accordance with this Agreement to respect the laws and regulations of the host country and other Contracting Parties.
3. Competence of waiving immunity shall be as follows:
  - a) in respect of Members of the Governing Board and Representatives of the Member States the waiving of immunity shall be within the competence of the CEF Member which appoints them. Such CEF Member shall have the right and duty to waive the immunity in cases where, in its opinion, the immunity would impede the course of justice and would not prejudice the purposes for which the immunity is accorded;
  - b) in respect of the Director, the Governing Board shall have the right and duty to waive the immunity where the immunity;
  - c) in respect of a member of the Staff, the Director shall have the right and duty to waive the immunity where the immunity would impede the course of justice and can be waived without prejudice to the interests of the CEF.
4. No such waiver of immunity shall extend to any measure of execution, for which a separate waiver shall be necessary.
5. The CEF shall cooperate at all times with the competent authorities of the CEF Members in order to facilitate the proper administration of justice and shall prevent any abuse of the privileges and immunities granted under the provisions of this Agreement.

## Article 23 Financial Resources

1. Financial resources of the CEF shall include the following:
  - a) In-kind contribution in the form of office space to be used by the CEF for the performance of its activities, made available, by the host country in accordance with Headquarters Agreement;

- b) A financial contribution from the host country to finance CEF operations in a reasonable amount;
  - c) Voluntary contributions by donors;
  - d) Income accruing from such contributions;
  - e) Revenue from operations;
  - f) Other sources of income.
2. The fiscal year of the CEF shall be the calendar year.
  3. Each year, the Director shall prepare and submit to the Governing Board, for its discharge, a business report containing the audited statement of the CEF's accounts and a summary of the activities of the CEF. Annual audit shall be conducted by an independent External Auditor of the CEF appointed by the Governing Board.
  4. Financial Rules and Regulations shall be adopted by the Governing Board.

#### Article 24 Transitional provisions

All rights, obligations and property belonging to the Regionalna ustanova - Center za razvoj financ shall be transferred to the CEF on the date when this Agreement enters into force.

#### Article 25 Reservations

No reservations may be made to this Agreement.

#### Article 26 Headquarters and Official Language

1. The Headquarters of the CEF shall be located in Ljubljana, Slovenia, under such terms and conditions as agreed between the CEF and the Republic of Slovenia.
2. The CEF may establish facilities in other locations as required to support its activities, maximize outcomes, and increase its efficiency. The terms and conditions of setting up of any such facilities shall be agreed between the CEF and the respective host country prior to their establishment.
3. The official language of the CEF shall be English.

## FINAL PROVISIONS

### Article 27

#### Signature, Ratification, Acceptance, Approval and Accession

1. This Agreement shall be open for signature to any state and international organization until the date this Agreement enters into force.
2. This Agreement is subject to ratification, acceptance or approval by the signatory states and international organizations in accordance with their respective legal requirements.
3. This Agreement shall be open for accession for states and international organizations having not signed this Agreement after their application for membership has been approved.
4. Instruments of ratification, acceptance, approval or accession shall be deposited with the Depositary.

### Article 28

#### Entry into force

1. This Agreement shall enter into force on the thirtieth day after the date of deposit of the third instrument of ratification with the Depositary.
2. For each state or international organization which ratifies or accedes to this Agreement after the date of its entry into force, as is provided in paragraph 1, this Agreement shall enter into force on the date of the deposit of its respective instruments.

### Article 29

#### Amendments

1. Amendments to this Agreement may be proposed by any CEF Member. Certified copies of the text of any amendment proposed shall be prepared by the Director and communicated by him to all Members at least ninety days in advance of its consideration by the Governing Board.
2. Amendments shall enter into force for all CEF Members:
  - a) when approved by the Governing Board after consideration of observations submitted by the Director on each proposed amendment; and
  - b) after all the CEF Members have consented to be bound by the amendment in accordance with their respective constitutional processes. CEF Members shall express their consent to be bound by depositing a corresponding instrument with the Depositary.



Article 30  
Withdrawal and Termination

1. This Agreement may be terminated by mutual agreement of the CEF Members.
2. Any CEF Member may withdraw from this Agreement by giving a written notice to the Depositary of this Agreement, who shall immediately communicate it to the other CEF Members.
3. Such notice of withdrawal shall take effect half a year after the date of its receipt by the Depositary, unless such notice is withdrawn beforehand or the CEF Members mutually agree otherwise.
4. Unless all remaining CEF Members agree otherwise, a withdrawal as referred to in paragraph 2 of this Article shall not release the notifying CEF Member from any of its commitments concerning programs, projects, and studies begun under this Agreement.
5. In case of termination of this agreement the CEF will endeavor, to the extent possible, to complete the ongoing projects. After completion of such activities the net property of the CEF shall be transferred to the Government of Slovenia.

Article 31  
Settlement of Disputes

Any dispute arising between the CEF and any CEF Member or between any CEF Members shall be settled by negotiations or other agreed means of peaceful settlement.

Article 32  
Depositary

1. The Government of the Republic of Slovenia shall act as Depositary.
2. The Depositary shall, upon entry into force of this Agreement, ensure its registration in accordance with Article 102 of the Charter of the United Nations.
3. The original of this Agreement in a single copy in the English language shall be deposited with the Depositary which shall transmit a certified copy to each CEF Member.

IN WITNESS WHEREOF, the undersigned, being duly authorized, have signed this Agreement.

Done at Bled, 3 September 2013.

For the Republic of Bulgaria  
Petar Pandushev Chobanov

For the Republic of Croatia  
Branko Grčić

For the Republic of Macedonia  
Zoran Stavreski

For Montenegro  
Nikola Vukičević

For the Republic of Slovenia  
Karl Erjavec

For Bosnia and Herzegovina  
Nikola Špirić

Date of signature  
27.11.2013

For the Republic of Moldova  
Alexandru Codreanu

Date of signature  
11.12.2013

For Romania  
Dan Manolescu

Date of signature  
30.5.2014

I hereby certify that this is a true copy of the Agreement on Establishing the Center of Excellence in Finance (CEF), done at Bled, on 3 September 2013, the original of which is deposited in the archives of the Ministry of Foreign Affairs of the Republic of Slovenia.

Ljubljana, 3.6.2014.



Mihael Zupančič

Head of International Law Department  
Ministry of Foreign Affairs  
of the Republic of Slovenia



**Članak 3.**

(1) Provedba ovoga Zakona u djelokrugu je tijela državne uprave nadležnog za poslove financija.

(2) Guverner Hrvatske narodne banke može biti imenovan članom Upravnog odbora Centra za razvoj financija samo na temelju odluke Savjeta Hrvatske narodne banke.

(3) Ova odredba se na odgovarajući način primjenjuje i na imenovanja drugog člana Savjeta Hrvatske narodne banke u tijela Centra za razvoj financija (Upravni odbor i Savjetodavni odbor).

**Članak 4.**

Na dan stupanja na snagu ovoga Zakona, Ugovor iz članka 1. ovoga Zakona nije na snazi u odnosu na Republiku Hrvatsku te će se podaci o njegovom stupanju na snagu objaviti u skladu s odredbom članka 30. stavka 3. Zakona o sklapanju i izvršavanju međunarodnih ugovora („Narodne novine“, broj 28/96.).

**Članak 5.**

Ovaj Zakon stupa na snagu osmoga dana od dana objave u „Narodnim novinama“.

**OBRAZLOŽENJE**

**Člankom 1.** utvrđuje se da Hrvatski sabor potvrđuje Ugovor o osnivanju Centra za razvoj financija (CEF) potpisan na Bledu, Republika Slovenija 3. rujna 2013., sukladno odredbi članka 140. stavka 1. Ustava Republike Hrvatske („Narodne novine“, br. 85/10. – pročišćeni tekst i 5/14. – Odluka Ustavnog suda Republike Hrvatske) i članka 18. Zakona o sklapanju i izvršavanju međunarodnih ugovora („Narodne novine“, broj 28/96.).

**Članak 2.** sadrži tekst Ugovora o osnivanju Centra za razvoj financija (CEF) u izvorniku na engleskom jeziku i u prijevodu na hrvatski jezik.

**Člankom 3.** utvrđuje se da je provedba Zakona u djelokrugu tijela državne uprave nadležnog za poslove financija.

Utvrđuje se način imenovanja predstavnika Hrvatske narodne banke kao središnje banke u skladu s člankom 45. stavak 1. Zakona o Hrvatskoj narodnoj banci („Narodne novine“, br. 75/08., 54.13. i 47/20.)

**Člankom 4.** utvrđuje se da na dan stupanja na snagu Zakona nije na snazi Ugovor iz članka 1. Zakona u odnosu na Republiku Hrvatsku te da će se podatci o njegovom stupanju na snagu objaviti u skladu s člankom 30. stavkom 3. Zakona o sklapanju i izvršavanju međunarodnih ugovora.

**Člankom 5.** uređuje se stupanje na snagu Zakona.



**PRILOG – Preslika ovjerene preslike izvornika Ugovora na engleskom jeziku**

**AGREEMENT ON ESTABLISHING  
THE CENTER OF EXCELLENCE IN FINANCE  
(CEF)**

The Contracting Parties to this Agreement,

**Whereas**

Recognizing the vital importance of the need for public financial reforms and sound central banking in South Eastern Europe and other countries;

Being aware of the need to promote international standards in public financial management, central banking and other areas of public administration;

Sharing the need to further extend cooperation in public financial management and central banking;

Desiring to develop knowledge exchange, capacity development and technical assistance among the countries of South Eastern Europe and other countries and international institutions and organizations;

Acknowledging the importance of mutual cooperation on the basis of the principles of equal rights, state sovereignty, territorial integrity, good faith and good neighborhood relations;

Wishing to enhance their common goals by the establishment of an organization on the basis of a multilateral agreement open to the countries of South Eastern Europe and other countries, as well as international institutions and organizations;

Responding to the invitation of the Republic of Slovenia to host such organization in Ljubljana, Slovenia and agreeing to extend the Privileges and Immunities as set hereinafter in the territory of all Contracting Parties;

HAVE AGREED that the CEF shall be organized and shall operate in accordance with the following provisions:

## GENERAL PROVISIONS

### Article 1 Definitions

For the purposes of this Agreement, the terms used herein shall have the following meaning:

“CEF” means the Center of Excellence in Finance.

“Members of the Governing Board” means the Ministers of Finance and Governors of Central Banks or heads of other relevant institutions or their nominated representatives.

“Official activities” means the provision of training, professional and technical assistance, and facilitation of networks for the purpose of implementing reforms in public financial management and central banking.

“Director” means the Director of the CEF.

“Staff” means any employee of the CEF.

“Expert” means any person contracted by the CEF for a short term (up to twelve months) to deliver requested services.

“Representatives of the CEF Members” means members of delegations participating in meetings convened by the CEF;

“Meeting convened by the CEF” means any meeting of any CEF organ or a subsidiary body or any conference convened by the CEF.

“Property” means all income of the CEF and all property, including funds, assets and other properties that belong to the CEF, either owned or held/administered by the CEF, in accordance with the official duties performed by the CEF;

“Premises” means the buildings or parts of buildings including the land ancillary thereto, used only for the purposes of the CEF, irrespective of ownership;

“Archives” means all records, correspondence, documents, manuscripts, computer and media data, photographs, films, video, sound recordings and any other data, belonging to or held by the CEF.

“Family members” means spouses and common-law partners of the Staff, unmarried dependent children of the Staff up to 18 years of age, or up to 26 years of age if enrolled as full-time students at post-secondary educational institutions, and unmarried dependent children of the Staff who are physically or mentally disabled.

“Host country” means the country where the headquarters of CEF is located.

Any reference to a person of the male sex shall be deemed also to constitute a reference to a person of the female sex, and viceversa.

## Article 2 Establishment and Status

The CEF shall possess international legal personality.

## Article 3 Purpose and Activities

1. Purpose of the CEF shall be to promote knowledge exchange, deliver training and facilitate technical assistance in public financial management, central banking and other areas of public administration.
2. The CEF shall deliver its activities through focused and practically oriented tailor made and demand driven training and technical assistance, promotion of cooperation in the region, including maintenance of platforms for peer learning and facilitation of communities of practice, establishment of new partnerships, exchange of experience and similar to tackle specific challenges of its member states.
3. The CEF, acting as a facilitator and catalyst, providing experience for practical applications and policies, offering support on all matters relating to public financial management and central banking, helping countries to benefit from the efficient development and transfer of knowledge and best practices, the CEF performs the following activities, in particular for the benefit of CEF Members:
  - a) assist in the implementation of public financial management reforms and the strengthening of central banking through tailor-made activities;
  - b) initiate discussion and ensure interaction with other governmental and nongovernmental organizations to support the creation of an enabling environment for effective public finance management and central banking;
  - c) provide access to the latest knowledge and practical experience in public financial management and central banking whilst providing support to its members in developing individual solutions;
  - d) improve knowledge and technology transfer and promote the development of local capacity and competence in CEF Members including necessary interconnections;
  - e) offer capacity building through certified programs of training and education;
  - f) serve as a meeting point for the sharing of know-how and the exchange of experience gained in the reforms process;
  - g) perform and encourage research to respond to the regional capacity development needs;

- h) provide opportunities for the region's officials of CEF Members to study the implementation of international standards, best practices and trends, all under the guidance of highly qualified international experts;
- i) other activities as set by the Governing Board.

Article 4  
Legal Capacity

The CEF shall possess such legal capacity as is necessary for the exercise of its functions, including the capacity to contract, to acquire and to dispose movable and immovable property, enter into and respond to legal proceedings and take such other actions as may be necessary or useful for its purposes and activities.

Article 5  
Cooperative Relationship

The CEF shall endeavor to establish mutually beneficial relationships with any existing institution and organization in order to avoid unnecessary duplication of work.

**MEMBERS**

Article 6  
Membership

1. Membership is open to any State and international organization willing and be able to act in accordance with the purposes and activities laid down in this Agreement.
2. Such State and international organization shall become:
  - a) a founding CEF Member by having signed this Agreement and having deposited an instrument of ratification;
  - b) other CEF Members by depositing an instrument of accession after their application for membership has been approved.

Article 7  
Admission

1. CEF is open to admission to any state and international organization which has particular interest in promotion of knowledge exchange, delivery of training and facilitation of technical assistance in public financial management, central banking and other areas of public administration in CEF Members and which applies for membership, agrees with purposes and activities of the CEF as set forth in this Agreement, and satisfies criteria established by the Governing Board.
2. Applications for membership shall be submitted to the Governing Board for consideration and approval. Once the approval is obtained the applicant State or international organization shall be invited by the Governing Board to accede to this Agreement pursuant to paragraph 3 of the Article 27.

**ORGANIZATION**

Article 8  
Organizational structure

1. The CEF operates in a flexible manner. It shall have the following principal bodies:
  - a) Governing Board;
  - b) Advisory Board;
  - c) Secretariat.
2. The Governing Board may establish such subsidiary bodies as it finds necessary for the exercise of its functions in accordance with this Agreement.

Article 9  
Governing Board

1. Each CEF Member, which is a state, shall have up to two Members in the Governing Board and each one alternate to act on their behalf when they are unable to serve. Members of the Governing Board are Ministers of Finance and/or Governors of Central Banks or heads of other relevant institutions.
2. Each CEF Member, which is an international organization, shall have one Member in the Governing Board and one alternate to act on his behalf when he is unable to serve. Member of the Governing Board is the head of the international organization or its nominated representative.

3. Members of the Governing Board are also up to three representatives of the Advisory Board who serve as Members of the Governing Board for a period of three years.
4. The Director shall be a Member of the Governing Board (as ex-officio member) without voting powers.
5. The Governing Board shall:
  - a) supervise the activities of the CEF;
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2. The membership of the Advisory Board is upon their request or the invitation by the CEF open to donors active in the region and other institutions collaborating with the CEF.
3. The Advisory Board shall meet at least once each calendar year. In addition, a meeting may also be requested by any member.
4. The Advisory Board shall every three years among themselves select up to three representatives to represent the Advisory Board in the Governing Board.
5. Each year representatives of the Advisory Board to the Governing Board among themselves select a Chair person.



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3. The Director shall be accountable to the Governing Board with respect to the performance of his or her tasks. The Director shall receive instructions only from the Governing Board.
4. The Director shall:
  - a) ensure proper, regular and efficient functioning of the CEF;
  - b) act on behalf of the CEF, including signing the Headquarters Agreement, other international agreements and contracts necessary for functioning of CEF;
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2. Without prejudice to the previous paragraph, the CEF shall not enjoy immunity in respect of:
  - a) a civil action based on a contractual obligation of the CEF;
  - b) a counter-claim directly connected to proceedings instituted by the CEF;
  - c) a civil action related to pecuniary compensation for death or injury of the person, or damage to or loss of tangible property, caused by an act or omission which is alleged to be attributable to the CEF.

3. No such waiver of immunity shall extend to any measure of execution, for which a separate waiver shall be necessary.

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Inviolability

1. The premises of the CEF shall be inviolable.
2. The property of the CEF, wherever located and by whomsoever held, shall be immune from search, requisition, confiscation, expropriation or any other form of interference, whether by executive, administrative, judicial or legislative action.
3. The archives of the CEF and more generally all documents belonging to it or held by it shall be inviolable wherever located and by whomsoever held.

Article 14  
Facilities and Immunities in Respect of Communications and Publications

1. The CEF shall communicate freely and without the need for special permission, for all official purposes, and CEF Members shall protect the right of the CEF to do so.
2. The CEF shall enjoy, for its official communications, treatment not less favorable than that accorded by the CEF Members to the diplomatic missions of any state.
3. All official communications directed to the CEF and all outward official communications of the CEF, by whatever means or whatever form transmitted shall be inviolable.

Article 15  
Exemptions

1. Within the scope of its official activities, the CEF and its property shall be exempt from:
  - a) customs duties, on the import or export of goods for official usage, provided that the goods imported are not to be sold or otherwise disposed of in the territory of the CEF Member concerned, except under conditions approved by that CEF Member;
  - b) customs duties, on the import or export of publications for official purposes;
  - c) indirect taxation on the supply of goods and services, provided for official use, under the same conditions as are applied to diplomatic missions in the territory of the CEF Member concerned.

2. The exemptions provided for in paragraph 1 c of this Article may be granted by way of direct exemption or by way of a refund of the tax paid under the same procedures as are applied to diplomatic missions in the territory of the CEF Member concerned.

#### Article 16

##### Freedom of Financial Assets from Restrictions

Without being subject to any financial controls or moratoria of any kind, the CEF may, within the territory of the CEF Members, freely:

- a) purchase any currencies through authorized channels and hold and dispose of them; and
- b) operate accounts in any currency.

#### Article 17

##### Flag, emblem and markings

CEF may display its flag, logo and other designations, adopted by the Governing Board of CEF, in its premises and on the motor vehicles used for official purposes.

#### Article 18

##### Privileges and Immunities of Members of the Governing Board and Representatives of the CEF Members

Members of the Governing Board and Representatives of the CEF Members, while exercising their mission at CEF and during their journey to and from the place of the meetings convened by the CEF, shall enjoy the following privileges and immunities:

- a) be immune from legal process, even after termination of their duties at the CEF, in respect of words spoken or written and all acts performed by them in their official capacity and within the limit of their authority;
- b) inviolability of official documentation, data and other official material in their possession.

#### Article 19

##### Privileges and Immunities of the Director

1. The Director shall:

- a) be immune from personal arrest and detention for acts performed in his official capacity;
- b) be immune from seizure of his personal baggage;
- c) be immune from legal process, even after termination of his duties at the CEF, in respect of words spoken or written and all acts performed by him in his official capacity and within the limit of his authority;

- d) be exempt from taxation on the salaries paid to him by the CEF;
- e) be given, together with his family members the same repatriation facilities in time of international crisis as accorded to heads of diplomatic missions;
- f) not be obliged to give evidence as a witness in connection to their official tasks;
- g) enjoy inviolability of all papers, documents and other official material related to the CEF.

The privileges and immunities of the Director set forth in paragraph 1 of this Article, points d) and e), shall not apply vis-a-vis the CEF Member of which the individual is a national or permanent resident.

## Article 20

### Privileges and Immunities of the Staff

1. The Staff shall:
  - a) be immune from legal process, even after termination of their duties at the CEF, in respect of words spoken or written and all acts performed by them in their official capacity and within the limit of their authority;
  - b) be exempt from taxation on the salaries paid to them by the CEF;
  - c) be given, together with their family members the same repatriation facilities in time of international crisis as accorded to administrative-technical staff of diplomatic missions;
  - d) enjoy inviolability of all papers, documents and other official material related to the CEF.
2. The privileges and immunities of the Staff set forth in paragraph 1 of this Article, points b) and c), shall not apply vis-a-vis the CEF Member of which the individual is a national or permanent resident.

## Article 21

### Duration of Privileges and Immunities

1. In the territory of Contracting Parties, each person entitled to privileges and immunities in accordance with Articles 18, 19, 20 and 22, shall enjoy the privileges and immunities from the moment he assumes his position at the CEF, or if this had not been done in advance, from the moment when the take up of his post was notified to the competent authorities of the Host Country.
2. When the functions of these persons come to an end, privileges and immunities they enjoy in the territory of Contracting Parties shall normally cease at the moment when they leave the CEF Member, or on expiry of a reasonable period in which to do so. However, with respect to the acts done by those persons in the exercise of their functions, immunity shall continue to subsist.

3. The Director, Staff and their family members are entitled to appropriate identity cards, issued by the competent authority of the Host Country, which together with their national personal or travel documents prove their identity and special status.

## Article 22 Waiver of Immunities

1. Privileges and immunities in this Agreement are accorded not for the personal benefit of individuals themselves, but in order to safeguard the independent exercise of their functions in connection with the CEF for the period of their official capacity.
2. It is the duty of all persons enjoying such privileges and immunities in accordance with this Agreement to respect the laws and regulations of the host country and other Contracting Parties.
3. Competence of waiving immunity shall be as follows:
  - a) in respect of Members of the Governing Board and Representatives of the Member States the waiving of immunity shall be within the competence of the CEF Member which appoints them. Such CEF Member shall have the right and duty to waive the immunity in cases where, in its opinion, the immunity would impede the course of justice and would not prejudice the purposes for which the immunity is accorded;
  - b) in respect of the Director, the Governing Board shall have the right and duty to waive the immunity where the immunity would impede the course of justice and can be waived without prejudice to the interests of the CEF;
  - c) in respect of a member of the Staff, the Director shall have the right and duty to waive the immunity where the immunity would impede the course of justice and can be waived without prejudice to the interests of the CEF.
4. No such waiver of immunity shall extend to any measure of execution, for which a separate waiver shall be necessary.
5. The CEF shall cooperate at all times with the competent authorities of the CEF Members in order to facilitate the proper administration of justice and shall prevent any abuse of the privileges and immunities granted under the provisions of this Agreement.

## Article 23 Financial Resources

1. Financial resources of the CEF shall include the following:
  - a) In-kind contribution in the form of office space to be used by the CEF for the performance of its activities, made available, by the host country in accordance with Headquarters Agreement;

- b) A financial contribution from the host country to finance CEF operations in a reasonable amount;
  - c) Voluntary contributions by donors;
  - d) Income accruing from such contributions;
  - e) Revenue from operations;
  - f) Other sources of income.
2. The fiscal year of the CEF shall be the calendar year.
  3. Each year, the Director shall prepare and submit to the Governing Board, for its discharge, a business report containing the audited statement of the CEF's accounts and a summary of the activities of the CEF. Annual audit shall be conducted by an independent External Auditor of the CEF appointed by the Governing Board.
  4. Financial Rules and Regulations shall be adopted by the Governing Board.

Article 24  
Transitional provisions

All rights, obligations and property belonging to the Regionalna ustanova - Center za razvoj financ shall be transferred to the CEF on the date when this Agreement enters into force.

Article 25  
Reservations

No reservations may be made to this Agreement.

Article 26  
Headquarters and Official Language

1. The Headquarters of the CEF shall be located in Ljubljana, Slovenia, under such terms and conditions as agreed between the CEF and the Republic of Slovenia.
2. The CEF may establish facilities in other locations as required to support its activities, maximize outcomes, and increase its efficiency. The terms and conditions of setting up of any such facilities shall be agreed between the CEF and the respective host country prior to their establishment.
3. The official language of the CEF shall be English.

## **FINAL PROVISIONS**

### *Article 27*

#### **Signature, Ratification, Acceptance, Approval and Accession**

1. This Agreement shall be open for signature to any state and international organization until the date this Agreement enters into force.
2. This Agreement is subject to ratification, acceptance or approval by the signatory states and international organizations in accordance with their respective legal requirements.
3. This Agreement shall be open for accession for states and international organizations having not signed this Agreement after their application for membership has been approved.
4. Instruments of ratification, acceptance, approval or accession shall be deposited with the Depositary.

### *Article 28*

#### **Entry into force**

1. This Agreement shall enter into force on the thirtieth day after the date of deposit of the third instrument of ratification with the Depositary.
2. For each state or international organization which ratifies or accedes to this Agreement after the date of its entry into force, as is provided in paragraph 1, this Agreement shall enter into force on the date of the deposit of its respective instruments.

### *Article 29*

#### **Amendments**

1. Amendments to this Agreement may be proposed by any CEF Member. Certified copies of the text of any amendment proposed shall be prepared by the Director and communicated by him to all Members at least ninety days in advance of its consideration by the Governing Board.
2. Amendments shall enter into force for all CEF Members:
  - a) when approved by the Governing Board after consideration of observations submitted by the Director on each proposed amendment; and
  - b) after all the CEF Members have consented to be bound by the amendment in accordance with their respective constitutional processes. CEF Members shall express their consent to be bound by depositing a corresponding instrument with the Depositary.

Article 30  
Withdrawal and Termination

1. This Agreement may be terminated by mutual agreement of the CEF Members.
2. Any CEF Member may withdraw from this Agreement by giving a written notice to the Depositary of this Agreement, who shall immediately communicate it to the other CEF Members.
3. Such notice of withdrawal shall take effect half a year after the date of its receipt by the Depositary, unless such notice is withdrawn beforehand or the CEF Members mutually agree otherwise.
4. Unless all remaining CEF Members agree otherwise, a withdrawal as referred to in paragraph 2 of this Article shall not release the notifying CEF Member from any of its commitments concerning programs, projects, and studies begun under this Agreement.
5. In case of termination of this agreement the CEF will endeavor, to the extent possible, to complete the ongoing projects. After completion of such activities the net property of the CEF shall be transferred to the Government of Slovenia.

Article 31  
Settlement of Disputes

Any dispute arising between the CEF and any CEF Member or between any CEF Members shall be settled by negotiations or other agreed means of peaceful settlement.

Article 32  
Depositary

1. The Government of the Republic of Slovenia shall act as Depositary.
2. The Depositary shall, upon entry into force of this Agreement, ensure its registration in accordance with Article 102 of the Charter of the United Nations.
3. The original of this Agreement in a single copy in the English language shall be deposited with the Depositary which shall transmit a certified copy to each CEF Member.



IN WITNESS WHEREOF, the undersigned, being duly authorized, have signed this Agreement.

Done at Bled on Bird September 2013.

For the Republic of Bulgaria



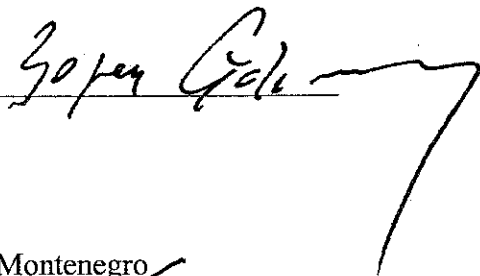
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For the Republic of Croatia



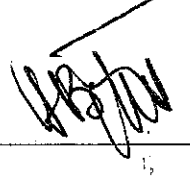
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For the Republic of Macedonia



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For Montenegro



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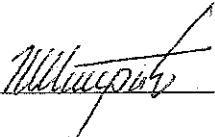
For the Republic of Slovenia



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For Bosnia and Herzegovina

Date

  
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27.11.2013.

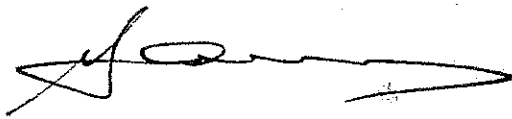
For the Republic of Moldova

*Joshua*

Date

*11 December 2013*

For Romania



A handwritten signature in black ink, consisting of a series of loops and a long horizontal stroke, positioned above a horizontal line.

Date

30.05.2014.

I hereby certify that this is a true copy of the Agreement on Establishing the Center of Excellence in Finance (CEF), done at Bled, on 3 September 2013, the original of which is deposited in the archives of the Ministry of Foreign Affairs of the Republic of Slovenia.

Ljubljana, 03.06.2014



Mihael Zupančič

Head of International Law Department  
Ministry of Foreign Affairs  
of the Republic of Slovenia

