

**AGREEMENT**  
**BETWEEN**  
**THE GOVERNMENT OF THE CZECH REPUBLIC**  
**AND**  
**THE GOVERNMENT OF THE REPUBLIC OF SERBIA**  
**ON DEVELOPMENT COOPERATION**

The Government of the Czech Republic and the Government of the Republic of Serbia (hereinafter referred to as the “Contracting Parties”),

Desiring to strengthen the existing mutual friendly relations between the Czech Republic and the Republic of Serbia and between their nationals;

In view of the intention of the Czech Republic to contribute to the economic and social development of the Republic of Serbia and to the fulfilment of its development goals;

Putting emphasis on the sustainable and harmonious development of the Republic of Serbia, with special regard to the needs of the poorest and neediest segments of the Serbian society;

Bearing in mind that respect for democratic principles, for the general principles of international law as well as for human rights is the crucial principle of development cooperation between the States of the Contracting Parties;

Have agreed as follows:

## Article 1

The subject-matter of this Agreement is development cooperation between the States of the Contracting Parties, to be carried out, in particular, in the form of:

- a) Technical cooperation for the purposes of promoting the economic and social development of the Republic of Serbia;
- b) Preparation and implementation of programmes, development cooperation projects, surveys and research for the purposes of fulfilling the development goals of the Republic of Serbia;
- c) Provision of equipment, material, goods and services necessary for successful implementation of development cooperation projects;
- d) Assignment of development cooperation projects promoters to the Republic of Serbia for the purposes of training, consultations, study visits or other types of technical assistance;
- e) Sending of planning, monitoring and evaluation missions to the Republic of Serbia to formulate, analyze and inspect development cooperation projects;
- f) Other activities as agreed between the Contracting Parties.

## Article 2

The Serbian Party undertakes to:

- a) Exempt all supplies of equipment, material, goods, vehicles, work and services funded from the Czech contribution within the framework of implementation of this Agreement, imported into or acquired in the Republic of Serbia for the purposes of development cooperation projects, from all duties, taxes including the value added tax, dues, levies and any fees payable in the Republic of Serbia;
- b) Exempt Czech promoters of development cooperation projects assigned to the Republic of Serbia within the framework of implementation of this Agreement, as well as their dependents, from duties, other fees, taxes and other fiscal payments in respect of any new or used household equipment or personal effects temporarily imported into the Republic of Serbia within six months following their arrival in the Republic of Serbia;
- c) Facilitate the customs clearance and other entry and exit clearance procedures for persons assigned by the Czech Party to the Republic of Serbia within the framework of implementation of this Agreement, as well as for their dependents. It shall also pay attention to the issue of reducing the waiting times for entry visas and permits (working, residence, etc.) in cases where such visas and permits are required, and shall exempt persons assigned by the Czech Party, as well as their dependents, from the payment of all related fees;
- d) Ensure that persons assigned by the Czech Party within the framework of implementation of this Agreement, as well as their dependents, are accorded treatment at least as favourable as that accorded to persons assigned on a comparable

basis by any other country or international organization within the framework of development cooperation.

### **Article 3**

Following the entry into force of this Agreement, the provisions of this Agreement shall apply to development cooperation projects funded from the Czech contribution independently on the fact whether this funding is done directly by the Czech party or through third parties or organizations.

### **Article 4**

- (1) The authorities responsible for coordinating the implementation of this Agreement are
  - (a) in the Czech Republic, the Ministry of Foreign Affairs of the Czech Republic;
  - (b) in the Republic of Serbia, the Serbian European Integration Office.
  
- (2) Any changes of the authorities referred to in paragraph 1 shall be promptly notified to the other Contracting Party through diplomatic channels.

### **Article 5**

Any disputes arising from the implementation of this Agreement shall be settled by negotiation between the authorities referred to in Article 4, paragraph 1 of this Agreement. If the dispute cannot be settled by negotiation between these authorities, it shall be settled by negotiation between the Contracting Parties.

## Article 6

This Agreement shall be preliminary applied from the date of the signature and enter into force on the thirtieth day following the date of the later notification, made through diplomatic channels, by which the Contracting Parties shall inform each other about the completion of all internal processes necessary for the entry into force of this Agreement.

## Article 7

- (1) This Agreement is concluded for an indefinite period. Either Contracting Party may terminate the Agreement in writing not later than 6 months before the end of the current calendar year. The Agreement shall terminate on 31 December of the year in which the notice of termination has been given.
  
- (2) In case of termination of the Agreement, any development cooperation projects commenced while the Agreement was in force but not completed as of the date of its termination shall be governed by the provisions of this Agreement until their final completion, but not for longer than for two years following the termination of the Agreement. For the purposes of this Agreement, the date of commencement of a development cooperation project shall be the date of signature of a written document concerning the implementation of the development cooperation project (e.g. a memorandum of understanding), and the date of completion of a development cooperation project shall be the date of signature of a formal record on the handover of the development cooperation project.

Done at Belgrade on 26.7.2013 in two originals, each in the Czech, Serbian and English languages,  
all texts being equally authentic. In case of any divergence in interpretation, the English text shall  
prevail.

For the Government of the Czech Republic

*M. M.*

For the Government of the Republic of Serbia

*Suzana Brubajević*