



AGREEMENT

between

THE REPUBLIC OF SERBIA and the EUROPEAN UNION

**on the participation of the Republic of Serbia in the Union Civil Protection
Mechanism**

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THE GOVERNMENT OF THE REPUBLIC OF SERBIA, hereinafter referred to as “Serbia”

of the one part, and

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

of the other part,

Whereas:

- (1) A Stabilisation and Association Agreement between the European Communities and their Member States, of the one part, and the Republic of Serbia, of the other part, has been approved by Council and Commission Decision 2013/490/EU, Euratom¹. In Article 132 of the Stabilisation and Association Agreement it is provided that the Framework Agreement between the European Community and Serbia and Montenegro on the general principles for the participation of Serbia and Montenegro in Community Programmes², signed on 22 November 2004, and the Annex thereto shall form an integral part of the Stabilisation and Association Agreement.
- (2) Article 5 of the Framework Agreement stipulates that the specific terms and conditions, including the financial contribution, with regard to the participation of Serbia in each particular programme, will be determined by the European Commission and the competent authorities of Serbia.
- (3) The Union Civil Protection Mechanism was established by Decision No 1313/2013/EU of the European Parliament and of the Council of 17 December 2013³.
- (4) Under point (b) of Article 28(1) of Decision No 1313/2013/EU, the Union Civil Protection Mechanism is open to the participation of acceding countries, candidate countries and potential candidates, in accordance with provisions to be determined

¹ OJ L 278, 18.10.2013, p. 14-471.

² OJ L 192, 22/07/2005, p. 29.

³ OJ L 347, 20.12.2013, p. 924-947.

with those countries following the establishment of Framework Agreements concerning their participation in Union programmes,

HAVE AGREED AS FOLLOWS:

Article 1

Programme

1. Serbia shall participate in the Union Civil Protection Mechanism (hereinafter called "the Programme"), in accordance with the conditions laid down in the Framework Agreement signed on 22 November 2004 between the European Community and Serbia and Montenegro on the general principles for the participation of Serbia and Montenegro in Community programmes, and under the terms and conditions referred to in Articles 2-5 of this Agreement.
2. In line with Article 1 of Decision No 1313/2013/EU the participation of Serbia in the Programme shall aim to strengthen the cooperation between Serbia and the Union and the Union's Member States and to facilitate coordination in the field of civil protection in order to improve the effectiveness of systems for preventing, preparing for and responding to natural and man-made disasters.

Article 2

Terms and conditions with respect to participation in the Programme

1. Serbia shall participate in the Programme and its activities in conformity with the objectives, requirements, criteria, procedures and deadlines as defined in Decision No 1313/2013/EU.
2. The terms and conditions applicable to the submission, assessment and selection of applications by eligible institutions, organisations and individuals of Serbia shall be the same as those applicable to eligible institutions, organisations and individuals of the Member States of the European Union.
3. To participate in the Programme, Serbia shall pay every year a financial contribution to the General Budget of the European Union in accordance with Article 3 below.
4. The financial contribution of Serbia in respect of its participation and implementation of the Programme shall be added to the amount earmarked each year in the General Budget of the European Union for commitment appropriations to meet the financial obligations arising out of different forms of measures necessary for the execution, management and operation of the Programme.

5. One of the official languages of the European Union shall be used for the procedures related to requests, contracts and reports, as well as for other administrative aspects of the Programme.

Article 3

Financial contribution

The rules governing the financial contribution of Serbia are set out in Annex I.

Article 4

Reporting and evaluation

Without prejudice to the responsibilities of the Commission and the European Court of Auditors in relation to the monitoring and evaluation of the Programme, the participation of Serbia in the Programme shall be continuously monitored on a partnership basis involving the Commission and Serbia. Serbia shall submit relevant reports to the Commission and take part in other specific activities provided for by the European Union in that context.

In accordance with Regulation (EU, Euratom) No 966/2012 of the European Parliament and of the Council of 25 October 2012 on the financial rules applicable to the general budget of the Union and repealing Council Regulation (EC, Euratom) No 1605/2002 and Commission Delegated Regulation (EU) No 1268/2012 of 29 October 2012 on the rules of application of Regulation (EU, Euratom) No 966/2012 of the European Parliament and of the Council on the financial rules applicable to the general budget of the Union and with the other rules referred to in this Agreement, the contracts concluded with beneficiaries of the programme established in Serbia shall provide for financial or other audits, on the basis of documents and on the premises of the contractors and their subcontractors and on the premises of the beneficiaries and their contractors and subcontractors, to be conducted at any time by Commission agents or by other persons mandated by the Commission.

Commission agents and other persons mandated by the Commission shall have appropriate access to documents and to all the information required in order to carry out such audits, including in electronic form. This right of access shall be stated explicitly in the contracts concluded to implement the instruments referred to in this Agreement. The European Court of Auditors shall have the same rights as the Commission.

Article 5

Final provisions

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

Projects and activities in progress at the time of termination shall continue until their completion under the conditions laid down in this Agreement, as well as the contractual arrangements applying to these projects and activities and the provisions of Annex II.

The annexes shall form an integral part of this Agreement.

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

This Agreement shall enter into force on the day on which Serbia informs the Commission through diplomatic channels that its internal ratification has been completed.

For the Government of SERBIA

For the EUROPEAN UNION

Nebojša STEFANOVIĆ PhD
Minister of Interior
Ministry of the Interior of the Republic of Serbia

Claus H. SØRENSEN
Director-General
for Humanitarian Aid and Civil
Protection
of the European Commission

Done at Belgrade, on 16 April 2015, in two originals in the English language.

ANNEX I

Rules governing the financial contribution of Serbia in the Union Civil Protection Mechanism

1. The annual financial contribution to be paid by Serbia to the General Budget of the European Union to participate in the Programme shall be calculated following the formula hereafter:

Annual fee calculation:

$$APB \times \frac{GDP_{cc}}{GDP_{eu} + GDP_{cc}}$$

APB - Annual Programme's Budget as adopted by the Budget Authority

GDP_{cc} - GDP in the Candidate Country at market prices, in EUR (source: Eurostat database)

GDP_{eu} - total GDP in the EU (28) at market prices, in EUR (source: Eurostat database)

2. The contribution of Serbia shall cover costs related to the preparation, feasibility, development and execution of the projects of common interest, as well as for the development and implementation of horizontal measures as foreseen in the Programme.
3. Travel costs and subsistence costs incurred by representatives and experts of Serbia for the purposes of taking part as observers in the work of the committee referred to in Article 33 of Decision No 1313/2013/EU or other meetings related to the implementation of the Programme shall be reimbursed by the Commission on the same basis as and in accordance with the procedures currently in force for representatives of the Member States of the European Union.
4. The Financial Regulation applicable to the General Budget of the European Union shall apply to the management of the contribution of Serbia.
5. When this Agreement enters into force and at the beginning of each subsequent budgetary year, the Commission shall send to Serbia a call for funds corresponding to its contribution of the costs covered by this Agreement.
6. That contribution shall be paid in euro to a euro denominated bank account of the Commission.
7. Serbia shall pay its contribution to the annual costs in accordance with the call for funds request no later than three months after the date of the call. Any delay in the payment of the contribution shall give rise to the payment of default interest by Serbia on the outstanding amount from the due date. The interest rate shall be the rate applied by the European Central Bank to its main refinancing operations, as published in the C series of the Official Journal of the European Union, in force on the first calendar day of the months in which the deadline falls, increased by 3.5 percentage points. In case the delay in the payment of the contribution is such that it may significantly jeopardise the

implementation and management of the programme, and in the absence of payment 20 working days after a formal letter of reminder has been sent by the Commission to Serbia, participation of Serbia in the programme for the concerned year will be suspended.

ANNEX II

FINANCIAL CONTROL, RECOVERY AND OTHER ANTI-FRAUD MEASURES

I. CONTROLS AND ANTIFRAUD MEASURES BY THE UNION

1. In accordance with the financial regulation applicable to the general budget of the European Union, and with the other rules referred to in this Agreement, the contracts and grant agreements concluded with beneficiaries of the programmes established in Serbia may provide for financial or other audits may be conducted at any time during the implementation of the contract or the grant agreement and for a period of 5 years starting from the date of payment of the balance.
2. Commission agents and other persons mandated by the Commission shall have appropriate access on the premises of the contractors and their subcontractors and on the premises of the beneficiaries and their contractors and subcontractors, to sites, works and documents and to all the information required in order to carry out such audits, including in electronic form. This right of access shall be stated explicitly in the contracts and grant agreements concluded to implement the instruments referred to in this Agreement. The European Court of Auditors shall have the same rights as the Commission.
3. Within the framework of this Agreement, the Commission (OLAF) may carry out investigations, including on-the-spot checks and inspections, on territory of Serbia, in accordance with the terms and conditions laid down in Council Regulation (Euratom, EC) No 2185/96 and Regulation (EU, Euratom) No 883/2013 of the European Parliament and of the Council with a view to establishing whether there has been fraud, corruption or any other illegal activity affecting the financial interests of the Union and/or of Euratom.

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

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

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

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

II. INFORMATION AND CONSULTATION

1. For the purposes of proper implementation of this Annex, the competent EU authorities and the competent authorities of Serbia shall regularly exchange information and, at the request of one of the Parties, shall conduct consultations.
2. The competent authorities of Serbia shall inform the Commission without delay of any fact or suspicion which has come to their notice relating to an irregularity in connection with the conclusion and implementation of the contracts and grant agreements concluded in application of the instruments referred to in this Agreement.

III. ADMINISTRATIVE MEASURES AND PENALTIES

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

IV. RECOVERY

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

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