

EDUCATION

American International School

**Agreement Between the
UNITED STATES OF AMERICA
and CROATIA**

Signed at Zagreb June 27, 2001



NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89—497, approved July 8, 1966
(80 Stat. 271; 1 U.S.C. 113)—

“ . . .the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof.”

CROATIA

Education: American International School

*Agreement signed at Zagreb June 27, 2001;
Entered into force November 14, 2002.*

AGREEMENT
between the Government of the United States of America and the
Government of the Republic of Croatia
on the status of the American International School of Zagreb

The Government of the United States of America and the Government of the Republic of Croatia (hereinafter "Contracting Parties")

Mutually recognizing the importance of an English language international school to operate in Croatia, which should be open to all students who wish to take part in an educational program under U.S. curriculum, and

Guided by the desire to regulate the status of the American International School of Zagreb, Croatia, (hereinafter "School")

Have agreed as follows:

Article 1

The Government of the Republic of Croatia hereby agrees that the School has a legal personality under Croatian law. The operations of the School shall be governed by Croatian legal regulations unless otherwise provided by this Agreement.

The scope of authority for the management and working method, as well as other issues relevant for the activity of the School shall be defined in the deed of the School. The School shall provide education for an elementary school and a high school consisting of 13 grades.

Article 2

The School is an educational institution which shall foster educational and cultural relations between the Croatian people and the peoples of the countries represented in the School.

Subject to available spaces, the School shall admit students whose English knowledge is sufficient to follow the course of instruction, provided this does not prevent the admission of students whose mother tongue is English.

The School will develop and administer its own educational programs.

Article 3

The School shall be entitled to participate in scholarship programs in order to promote the admission of Croatian students.

Article 4

The School shall be governed by the School Board. The School Board shall be appointed as determined in the Deed and the Statutes of the School.

Article 5

Members of the faculty and the school staff shall be employed by the School Board locally or brought in from abroad, as is required to meet staffing requirements, and their salary and other benefits shall be provided from the School budget.

The Government of the Republic of Croatia shall have no obligation to provide supplies, teaching aids or equipment for the School.

For the purpose of Article 6 of this Agreement, members of the staff shall mean the director and teachers of the School, and personnel providing administrative and operational duties, provided they are non-Croatian nationals and non-permanent residents of Croatia.

Article 6

The Government of the Republic of Croatia:

A. Shall exempt the School from the payment of any and all taxes and charges, excepting excise, provided they are in connection with the fulfillment of the School's educational objective and execution of its program, and the establishment and organization of the School.

B. Shall exempt the School from fees and taxes otherwise payable on real property obtained or used by the School for educational purposes.

C. Shall exempt from the payment of personal income tax and social security contributions of the staff of the School and family members thereof residing in Croatia for the purpose of performance of work related to the School.

D. Shall entitle members of the staff and family members thereof to import and export goods free of customs, tax and fees, except for excise tax. Goods so imported may be alienated or transferred for use to a third person within three (3) years only after full payment of the relevant customs duty and taxes that were not paid when they were imported. Staff shall be required to pay costs of storage and transportation, as well as any other public charges.

Articles free of customs, tax and fees shall be: Objects for the personal use of members of the staff and family members thereof, including one car for each employee, purchased abroad; which are brought to Croatia within six (6) months from the date the staff member started his/her employment certified by the School.

E. Shall provide a residence permit and a multiple exit/entrance visa to members of the staff. The exit/entrance visa and the document certifying the projected employment period shall be issued by the competent authorities of the Republic of Croatia. The entrance visa shall be issued promptly by the competent Embassy or Consular Office of the Republic of Croatia.

F. Shall approve that salaries and other benefits of the staff be paid by the School in U.S. dollars.

G. Shall exempt from the payment of import customs duties, taxes and charges construction materials, furniture, vehicles, educational materials, audiovisual devices and sports equipment to be used by the School.

H. In accordance with Croatian law, shall approve the School obtaining real property in Croatia and carrying out construction thereon, provided it is related to the establishment, organization, educational purpose and activities of the School.

I. Shall exempt the School from the payment of VAT (Value Added Tax) for goods and services in Croatia, and for the import of goods, and for that purpose the competent authority in the Republic of Croatia - State Protocol in co-ordination with the Ministry of Education and Sport shall issue the School the appropriate certificate according to Article 73C of the Regulation on Value Added Tax.

Article 7

Customs exemption of the School and individuals entitled thereto in subsection D and G of Article 6 shall be attested by the competent authority in the Republic of Croatia - State Protocol in co-ordination with the Ministry of Education and Sport.

Article 8

The School shall collect a tuition fee set by the School Board. The School Board may establish exemption from tuition or decrease the rate of tuition for some students based on financial need. The School Board shall be entitled to create scholarship programs. Tuition shall be calculated in U.S. dollars, except for Croatian citizens and foreigners having a permanent domicile in Croatia, who shall pay the tuition in kuna at the prevailing rate of exchange.

Article 9

This Agreement shall be provisionally applied from August 1, 2001, and shall enter into force on the day of the receipt of the last notification in writing, through diplomatic channels, by which the Contracting Parties inform each other that all conditions specified in their national legislation for its entry into force have been fulfilled.

Each Contracting Party may denounce this Agreement by notifying in writing the other Contracting Party, through diplomatic channels, effective six (6) months from the date of the notification thereof.

Done at Zagreb....., on 27 June 2001..... in two originals, each in the English and Croatian languages, all texts being equally authentic.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA:



FOR THE GOVERNMENT OF THE
REPUBLIC OF CROATIA:



SPORAZUM
između Vlade Republike Hrvatske i Vlade Sjedinjenih Američkih
Država o statusu Američke međunarodne škole u Zagrebu

Vlada Republike Hrvatske i Vlada Sjedinjenih Američkih Država (u daljnjem tekstu "ugovorne stranke")

Uzajamno uvažavajući važnost djelovanja međunarodne škole na engleskom jeziku u Hrvatskoj, koja će biti otvorena svim učenicima koji se žele školovati prema američkom nastavnom programu, i

Vođene željom za reguliranjem statusa Američke međunarodne škole u Zagrebu, Hrvatska (u daljnjem tekstu: Škola)

Sporazumjele su se kako slijedi:

Članak 1.

Vlada Republike Hrvatske suglasna je da Škola prema hrvatskom zakonodavstvu ima pravnu osobnost. Djelovanje Škole bit će regulirano u skladu s hrvatskim zakonodavstvom, osim ukoliko nije drugačije utvrđeno ovim Sporazumom.

Opseg ovlaštenja za upravljanje i nastavne metode, kao i druga pitanja od značaja za djelatnost Škole, utvrdit će se aktom Škole. Škola će provoditi nastavu za osnovnu i srednju školu koja se sastoji od 13 razreda.

Članak 2.

Škola je obrazovna ustanova koja će jačati prosvjetne i kulturne veze između hrvatskog naroda i naroda zemalja zastupljenih u Školi.

Ovisno o slobodnim mjestima, Škola će omogućiti upis učenicima čije je znanje engleskoga dovoljno za praćenje nastave, ukoliko to ne onemogućava upis učenika čiji je materinji jezik engleski.

Škola će izraditi i provoditi svoje vlastite obrazovne programe.

Članak 3.

Škola je ovlaštena sudjelovati u programima stipendija, kako bi promicala upis hrvatskih učenika.

Članak 4.

Školom upravlja školski odbor. Školski odbor imenuje se na način utvrđen aktom i statutima Škole.

Članak 5.

Školski odbor zaposlit će domaće nastavno i drugo osoblje Škole ili će ih angažirati iz inozemstva, kako bi se udovoljilo potrebama za osobljem, te će njihove plaće i druge naknade biti isplaćivane iz školskog proračuna.

Vlada Republike Hrvatske nije obvezna osiguravati potrošni materijal, nastavna pomagala ili opremu za Školu.

Za potrebe članka 6. ovog Sporazuma, članovima osoblja smatraju se direktor i nastavnici Škole, te osoblje koje obavlja administrativne i pomoćne poslove, koji nisu hrvatski državljani, i nisu trajno nastanjeni u Hrvatskoj.

Članak 6.

Vlada Republike Hrvatske:

A. izuzet će Školu od plaćanja bilo kakvih poreza i pristojbi, osim trošarina, pod uvjetom da su povezani s ispunjenjem obrazovnog cilja i izvršavanjem programa Škole, te ustanovljenjem i organizacijom Škole.

B. izuzet će Školu od davanja i poreza koji se inače plaćaju na nekretnine koje Škola stječe ili koje koristi u obrazovne svrhe.

C. izuzet će od plaćanja poreza na dohodak i doprinosa za socijalno osiguranje osoblje Škole i članove njihovih obitelji, koji borave u Hrvatskoj radi obavljanja poslova za potrebe Škole.

D. ovlastit će članove osoblja, kao i članove njihovih obitelji da uvoze i izvoze robu bez plaćanja carine, poreza i davanja, osim trošarina. Tako uvezena roba može biti otuđena ili predana na korištenje trećoj osobi u roku od tri (3) godine, samo nakon plaćanja punog iznosa odgovarajućih carinskih davanja i poreznih davanja koja nisu plaćena pri uvozu. Osoblje je dužno platiti troškove skladištenja i prijevoza, kao i sva druga javna davanja.

Predmeti oslobođeni carine, poreza i pristojbi su: Predmeti za osobnu uporabu članova osoblja i članova njihove obitelji, uključujući jedan automobil za svakog zaposlenika, kupljen u inozemstvu koji su uvezeni u Hrvatsku u roku od šest (6) mjeseci od dana kada je član osoblja započeo njegovo/njezino zaposlenje potvrđeno od Škole.

E. osigurati će dozvolu boravka i višekratnu izlaznu/ulaznu vizu članovima osoblja. Izlaznu/ulaznu vizu i dokumente koji potvrđuju očekivano razdoblje zaposlenja izdat će nadležna tijela Republike Hrvatske. Ulaznu vizu izdat će pravodobno nadležno veleposlanstvo ili konzularni ured Republike Hrvatske.

F. odobriti će Školi isplatu plaća i drugih naknada osoblju u američkim dolarima.

G. izuzet će od plaćanja uvoznih carina, poreza i davanja građevinski materijal, namještaj, vozila, nastavni materijal, audiovizualnu i sportsku opremu za potrebe Škole.

H. u skladu s hrvatskim propisima odobriti će Školi stjecanje nekretnina u Hrvatskoj i izvođenje građevinskih radova na istima, pod uvjetom da su povezani s ustanovljenjem, organizacijom, obrazovnom svrhom i aktivnostima Škole.

I. izuzet će Školu od plaćanja poreza na dodanu vrijednost za dobra i usluge u Hrvatskoj, kao i za uvoz dobara, te će u tom smislu nadležno tijelo u Republici Hrvatskoj - Državni protokol u suradnji s Ministarstvom prosvjete i športa izdati Školi odgovarajuću potvrdu, u skladu s člankom 73c Pravilnika o porezu na dodanu vrijednost.

Članak 7.

Izuzet će od plaćanja carine za Školu i osobe koje imaju to pravo, kao što je navedeno u točkama D i G Članka 6. potvrđuje nadležno tijelo u Republici Hrvatskoj - Državni protokol u suradnji s Ministarstvom prosvjete i športa.

Članak 8.

Škola će naplaćivati školarinu koju utvrdi Školski odbor. Školski odbor može odobriti izuzet će od plaćanja školarine ili smanjenje iznosa školarine za neke učenike na temelju financijske potrebe. Školski odbor je ovlašten izraditi programe stipendiranja. Školarina će biti

obračunata u američkim dolarima, osim za hrvatske državljane i strance koji imaju trajno nastanjenje u Hrvatskoj, a koji će plaćati školarinu u kunama, prema važećem tečaju.

Članak 9.

Ovaj Sporazum privremeno se primjenjuje od 1. kolovoza 2001. i stupa na snagu danom primitka posljednje pisane obavijesti, diplomatskim putem, kojom se ugovorne strane međusobno obavještavaju da su ispunjeni svi uvjeti predviđeni njihovim nacionalnim zakonodavstvima za njegovo stupanje na snagu.

Svaka ugovorna stranka može otkazati ovaj Sporazum na način da o tome pisano, diplomatskim putem, izvijesti drugu ugovornu stranku, s učinkom šest (6) mjeseci od datuma obavijesti o tome.

Sastavljeno u Zagrebu....., dana 27. lipnja 2001., u dva izvornika, svaki na hrvatskom i engleskom jeziku, pri čemu su svi tekstovi jednako vjerodostojni.

ZA VLADU REPUBLIKE
HRVATSKE



ZA VLADU SJEDINJENIH
AMERIČKIH DRŽAVA

