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Leto IX

- 68.** Uredba o ratifikaciji Sporazuma med Upravo Republike Slovenije za jedrsko varnost (URSJV) in Jedrsko regulatorno komisijo Združenih držav Amerike (US NRC) o izmenjavi tehničnih informacij in sodelovanju na področju jedrske varnosti

Na podlagi tretjega odstavka 63. člena Zakona o zunanjih zadevah (Uradni list RS, št. 1/91-I) izdaja Vlada Republike Slovenije

U R E D B O

O RATIFIKACIJI SPORAZUMA MED UPRAVO REPUBLIKE SLOVENIJE ZA JEDRSKO VARNOST (URSJV) IN JEDRSKO REGULATORNO KOMISIJO ZDRUŽENIH DRŽAV AMERIKE (US NRC) O IZMENJAVI TEHNIČNIH INFORMACIJ IN SODELOVANJU NA PODROČJU JEDRSKE VARNOSTI

1. člen

Ratificira se Sporazum med Upravo Republike Slovenije za jedrsko varnost (URSJV) in Jedrsko regulatorno komisijo Združenih držav Amerike (US NRC) o izmenjavi tehničnih informacij in sodelovanju na področju jedrske varnosti, podpisan 29. aprila 1999 v Ljubljani.

2. člen

Sporazum se v izvirniku v slovenskem in angleškem jeziku glasi:

S P O R A Z U M

MED UPRAVO REPUBLIKE SLOVENIJE ZA JEDRSKO VARNOST (URSJV) IN JEDRSKO REGULATORNO KOMISIJO ZDRUŽENIH DRŽAV AMERIKE (US NRC) O IZMENJAVI TEHNIČNIH INFORMACIJ IN SODELOVANJU NA PODROČJU JEDRSKE VARNOSTI

29. april 1999

Uprava Republike Slovenije za jedrsko varnost (v nadaljevanju URSJV) in Jedrska regulatorna komisija Združenih držav Amerike (v nadaljevanju US NRC), obe v nadaljevanju imenovani pogodbenici;

sta se,

v obojestranski želji po nadaljnji izmenjavi informacij, ki se nanašajo na zakonodajo in standarde, ki se zahtevajo ali priporočajo s strani obeh organizacij za urejanje varnosti in vpliva jedrskih naprav na okolje;

glede na to, da sta podobno že sodelovali v okviru petletnega Sporazuma o izmenjavi tehničnih informacij in sodelovanju na področju jedrske varnosti, ki je bil prvotno podpisan v Ljubljani dne 6. decembra, 1993, in da tak sporazum vključuje določbo o podalšanju s pisnim sporazumom obeh strani;

glede na to, da sta izrazili skupno željo po nadaljevanju tako vzpostavljenega sodelovanja za nadaljnjih pet let, dogovorili o naslednjem:

A R R A N G E M E N T

BETWEEN THE SLOVENIAN NUCLEAR SAFETY ADMINISTRATION (S.N.S.A.) AND THE UNITED STATES NUCLEAR REGULATORY COMMISSION (U.S.N.R.C.) FOR THE EXCHANGE OF TECHNICAL INFORMATION AND COOPERATION IN NUCLEAR SAFETY MATTERS

April 29, 1999

The Slovenian Nuclear Safety Administration (hereinafter called the S.N.S.A.) and the United States Nuclear Regulatory Commission (hereinafter called the U.S.N.R.C.), the two together hereinafter referred to as the Parties;

Having a mutual interest in a continuing exchange of information pertaining to regulatory matters and of standards required or recommended by their organizations for the regulation of safety and environmental impact of nuclear facilities;

Having similarly cooperated under the terms of a five-year Arrangement for the Exchange of Technical Information and Cooperation in Nuclear Safety Matters, originally signed in Ljubljana on December 6, 1993, such Arrangement including provision for its extension upon written agreement of the Parties;

Having indicated their mutual desire to continue the cooperation so established for another five years;

Have agreed as follows:

I. OBSEG SPORAZUMA

I.1 Izmenjava tehničnih informacij

Kolikor dovoljujejo zakoni, drugi predpisi in programske usmeritve pogodbenic, se US NRC IN URSJV strinjata, da bosta nadaljevali z izmenjavo naslednjih vrst tehničnih informacij, ki se nanašajo na urejanje varnosti, varovanje jedrskih materialov, ravnanje z odpadki in vpliv določenih jedrskih objektov na okolje:

a. tematska poročila, ki se nanašajo na varnost, varovanje jedrskih materialov, ravnanja z odpadki in vpliva na okolje, ki jih pripravi ena od pogodbenic ali se pripravijo zanjo kot podlaga ali podpora za upravno odločanje in usmeritve;

b. dokumente, ki se nanašajo na pomembnejša dejanja v okviru upravnega odločanja, ter sklepe, ki se nanašajo na varnost in varstvo okolja in vplivajo na jedrske objekte;

c. podrobne dokumente, ki opisujejo postopek US NRC za izdajo dovoljenj in urejanje določenih objektov v ZDA, za katere URSJV meni, da so podobne objektom, ki so zgrajeni ali načrtovani v Sloveniji in ustrezne dokumente za takšne slovenske objekte;

d. informacije na področju raziskovanj o varnosti reaktorjev, ki jih imata pogodbenici pravico javno objaviti, ne glede na to, ali so last pogodbenice ali pa so ji dane na razpolago, vključno z informacijami o varnosti lahko-vodnih reaktorjev, omejene na tehnična področja, opisana v dodatkih "A" in "B", ki sta priložena in sta del tega sporazuma. Sodelovanje na teh razčlenjenih področjih raziskovanj bo lahko terjalo sklenitev posebnega sporazuma, če bi tako določile raziskovalne organizacije ene ali obeh pogodbenic. Vsaka pogodbenica pošlje drugi pogodbenici nujne informacije, ki se nanašajo na izsledke raziskovanj, ki jih treba takoj obravnavati zaradi javne varnosti, skupaj z navedbo pomembnih posledic;

e. poročila o izkušnjah pri obratovanju, kot so poročila o jedrskih nezgodah, nesrečah in prekinitvah obratovanja, ter kompilacija zgodovinskih podatkov o zanesljivosti komponent in sistemov;

f. upravne postopke za varnost, varovanje jedrskega materiala, ravnanje z odpadki in oceno vpliva jedrskih objektov na okolje;

g. takojšnja obvestila o pomembnih dogodkih, kot so resne obratovalne nezgode in prekinitve obratovanja reaktorjev po odločitvi vlade, ki so neposrednega pomena za pogodbenici;

h. kopije predpisanih standardov, ki se morajo uporabljati ali katerih uporabo predlagajo organizacije pogodbenic, pristojne za pripravo predpisov.

I.2. Sodelovanje pri raziskovanju na področju varnosti

Pogodbenici se o izvajanju skupnih programov in projektov na področju raziskovanja varnosti in razvoja ali takšnih programov in projektov, pri katerih so aktivnosti razdeljene na obe pogodbenici, vključno z uporabo testnih naprav in/ali računalniških programov, katerih lastnik je ena ali druga pogodbenica, sporazumevata od primera do primera in je le-to lahko predmet posebnega sporazuma, če ena ali druga pogodbenica meni, da je to potrebno. Sicer bo izvajanje potekalo z izmenjavo pisem med pogodbenicama, vsaj v okviru določb in pogojev tega sporazuma. Tehnična področja, določena s takšno izmenjavo pisem, so lahko kasneje spremenjena po medsebojnem dogovoru. Občasno pošiljanje strokovnjakov ene pogodbenice drugi se prav tako obravnava od primera do primera.

I. SCOPE OF THE ARRANGEMENT

I.1 Technical Information Exchange

To the extent that the U.S.N.R.C. and the S.N.S.A. are permitted to do so under the laws, regulations, and policy directives of their respective countries, the Parties will continue the exchange of the following types of technical information relating to the regulation of safety, safeguards, waste management, and environmental impact of designated nuclear facilities:

a. Topical reports concerning safety, safeguards, waste management, and environmental effects written by or for one of the parties as a basis for, or in support of, regulatory decisions and policies.

b. Documents relating to significant licensing actions and safety and environmental decisions affecting nuclear facilities.

c. Detailed documents describing the U.S.N.R.C. process for licensing and regulating certain U.S. facilities designated by the S.N.S.A. as similar to certain facilities being built or planned in Slovenia and equivalent documents on such Slovenian facilities.

d. Information in the field of reactor safety research which the Parties have the right to disclose, either in the possession of one of the Parties or available to it, including light water reactor safety information from the technical areas described in Addenda "A" and "B", attached hereto and made a part hereof. Cooperation in these itemized research areas may require a separate agreement, as determined to be necessary by the research organizations of one or both of the Parties. Each Party will transmit to the other urgent information concerning research results that require early attention in the interest of public safety, along with an indication of significant implications.

e. Reports on operating experience, such as reports on nuclear incidents, accidents and shutdowns, and compilations of historical reliability data on components and systems.

f. Regulatory procedures for the safety, safeguards, waste management, and environmental impact evaluation of nuclear facilities.

g. Early advice of important events, such as serious operating incidents and government-directed reactor shutdowns, that are of immediate interest to the Parties.

h. Copies of regulatory standards required to be used, or proposed for use, by the regulatory organizations of the Parties.

I.2 Cooperation in Safety Research

The execution of joint programs and projects of safety research and development, or those programs and projects under which activities are divided between the two Parties, including the use of test facilities and/or computer programs owned by either Party, will be agreed upon on a case-by-case basis and may be the subject of a separate agreement, as determined to be necessary by one or both of the Parties. Other times, it may be accomplished by an exchange of letters between the Parties, subject at least to the terms and conditions of the present Arrangement. Technical areas specified by such exchanges of letters may be modified subsequently by mutual consent. Temporary assignments of personnel by one Party to the other Party's agency will also be considered on a case-by-case basis.

I.3. Usposabljanje in napotitve

V okviru meja razpoložljivih virov in glede na razpoložljivost namenjenih sredstev bo US NRC skušala pomagati URSJV pri zagotavljanju usposabljanja in pridobivanja izkušenj za strokovnjake URSJV s področja varnosti. Stroške plač, dnevnic in potne stroške udeležencev URSJV plača URSJV. Naslednji primeri so značilni za kategorije takšnega usposabljanja in pridobivanja izkušenj:

- a. inšpekcijski obiski inšpektorjev URSJV v spremstvu inšpektorjev US NRC v reaktorjih, ki obratujejo in v reaktorjih, ki jih še gradijo v ZDA, vključno z izčrpnim informiranjem v regionalnih inšpekcijskih uradih US NRC;
- b. udeležba uslužbencev URSJV na tečajih za usposabljanje osebja US NRC;
- c. napotitev strokovnjakov URSJV za dobo 6 – 24 mesecev, za delo z osebjem US NRC na nalogah US NRC in za pridobivanje izkušenj pri delu.

I.4 Dodatni nasveti na področju varnosti

V kolikor dokumenti in druge informacije, ki jih zagotovi US NRC in so opisani zgoraj v OBSEGU SPORAZUMA, ne zadostujejo potrebam URSJV po tehničnih nasvetih, se pogodbenici posvetujeta o najboljšem načinu za njihovo izpolnitev. US NRC si bo v mejah svojih zmožnosti in zakonskih pooblastil prizadevala pomagati URSJV pri zadovoljevanju teh potreb. US NRC si bo tako, na primer, prizadevala, da odgovori tudi na zahteve Mednarodne agencije za atomsko energijo (MAAE) za sodelovanje misij tehnične pomoči za Slovenijo, ki jih bodo sestavljali strokovnjaki za varnost iz US NRC.

I.5. Sodelovanje v primeru jedrske nevarnosti

V primeru večje jedrske nezgode ali nesreče v Sloveniji, ki vključuje jedrsko elektrarno, dobavljeno s strani ZDA, si bo US NRC v mejah zakonskih pooblastil in svojih zmožnosti prizadevala na zahtevo URSJV zagotoviti tehnične nasvete in pomoč. O vrsti in obsegu takšnih nasvetov in pomoči se bosta US NRC in URSJV dogovorili od primera do primera. Če ni drugače dogovorjeno, bodo specifični nasveti in pomoč US NRC iz tega člena bremenili stroške URSJV.

II. IZVAJANJE SPORAZUMA

a. V okviru tega sporazuma se bodo informacije izmenjavale preko pisem, poročil in drugih dokumentov ter z obiski in sestanki, ki se določijo vnaprej od primera do primera. Letno bo organiziran en sestanek, za druge termine pa kot se bosta pogodbenici skupno dogovorili, da bi pregledali izmenjavo informacij in sodelovanje v okviru tega sporazuma, priporočili morebitne spremembe sporazuma in teme v okviru sodelovanja. O času, kraju in dnevnem redu sestankov se bosta pogodbenici dogovorili vnaprej. Obiski, ki se izvedejo po tem sporazumu, vključno z njihovimi programi, bodo predhodno odobreni s strani obeh administratorjev, navedenih v točki b II. odstavka.

b. Vsaka pogodbenica bo imenovala administratorja, ki bo usklajeval udeležbo pri skupni izmenjavi. Administratorja bosta sprejemala vse dokumente, ki se pošiljajo v okviru izmenjave, vključno s kopijami vseh pisem, če ni dogovorjeno drugače. V okviru izmenjave bosta administratorja odgovorna za določitev obsega izmenjave, vključno z dogovorom

I.3 Training and Assignments

Within the limits of available resources and subject to the availability of appropriated funds, the U.S.N.R.C. will try to assist the S.N.S.A. in providing certain training and experience for S.N.S.A. safety personnel. Costs of salary, allowances, and travel of S.N.S.A. participants will be paid by the S.N.S.A. The following are typical of the categories of such training and experience that may be provided:

- a. S.N.S.A. inspector accompaniment of U.S.N.R.C. inspectors on reactor operation and reactor construction inspection visits in the U.S., including extended briefings at U.S.N.R.C. regional inspection offices.
- b. Participation by S.N.S.A. employees in U.S.N.R.C. staff training courses.
- c. Assignment of S.N.S.A. experts for 6-24 month periods within the U.S.N.R.C. staff to work on U.S.N.R.C. staff duties and gain on-the-job experience.

I.4 Additional Safety Advice

To the extent that the documents and other information provided by the U.S.N.R.C. as described in SCOPE OF THE ARRANGEMENT, above, are not adequate to meet S.N.S.A. needs for technical advice, the Parties will consult on the best means for fulfilling such needs. The U.S.N.R.C. will attempt, within the limitations of appropriated resources and legislative authority, to assist the S.N.S.A. in meeting its needs. For example, within these limitations, the U.S.N.R.C. will attempt to meet requests that come through the International Atomic Energy Agency (IAEA) for technical assistance missions to Slovenia by U.S.N.R.C. safety experts.

I.5 Cooperation During Nuclear Emergencies

In case of a significant nuclear incident or accident in Slovenia involving a U.S.-supplied nuclear power plant, the U.S.N.R.C. will try, within the limits of its legislative authority and available resources, to provide technical advice and assistance to the S.N.S.A. at its request. The type and extent of such U.S.N.R.C. advice and assistance will be determined by the U.S.N.R.C. and the S.N.S.A. on a case-by-case basis. Unless otherwise agreed, however, all U.S.N.R.C. costs for providing specific advice and assistance to the S.N.S.A. under this Article will be borne by the S.N.S.A.

II. ADMINISTRATION

a. The exchange of information under this Arrangement will be accomplished through letters, reports, and other documents, and by visits and meetings arranged in advance on a case-by-case basis. A meeting will be held annually, or at such other times as mutually agreed, to review the exchange of information and cooperation under this Arrangement, to recommend revisions to the Arrangement, and to discuss topics coming within the scope of the cooperation. The time, place, and agenda for such meetings will be agreed upon in advance. Visits which take place under the Arrangement, including their schedules, will have the prior approval of the two administrators referred to in paragraph II.b.

b. An administrator will be designated by each Party to coordinate its participation in the overall exchange. The administrators will be the recipients of all documents transmitted under the exchange, including copies of all letters unless otherwise agreed. Within the terms of the exchange, the administrators will be responsible for developing the

o določitvi jedrskih energetskih objektov v okviru izmenjave in o specifičnih dokumentih in standardih, ki se bodo izmenjali. Imenuje se lahko enega ali več tehničnih koordinatorjev za neposredne stike za specifična disciplinarna področja. Ti tehnični koordinatorji bodo zagotovili, da oba administratorja prejmeta kopije vseh posredovanih dokumentov. Namen teh podrobnih dogovorov je zagotoviti, med drugim, da se doseže in vzdržuje razumno uravnotežena izmenjava, ki nudi dostop do ustreznih razpoložljivih informacij.

c. Administratorja bosta določila število kopij dokumentov, ki se izmenjujejo. Vsak dokument bo opremljen z izvlečkom v angleščini z največ 250 besedami, ki opisuje predmet in vsebino.

d. Za uporabo ali rabo vseh informacij, izmenjanih ali prenesenih med obema pogodbenicama v okviru tega sporazuma, je odgovorna pogodbenica, ki sprejema informacije; pogodbenica, ki jih pošilja, ne jamči, da so te informacije primerne za katerokoli določeno rabo ali uporabo.

e. Ob upoštevanju dejstva, da pogodbenici nimata nekaterih informacij, ki jih zajema ta sporazum, imajo pa jih drugi vladni organi, bo vsaka pogodbenica v največji možni meri pomagala pri organiziranju obiskov in pošiljanju zahtev, ki se nanašajo na takšne informacije, ustreznim vladnim organom. Vendar zgoraj navedeno ne zavezuje teh organov, da zagotovijo take informacije ali sprejmejo take obiskovalce.

f. Nobena določba tega sporazuma ne zahteva od pogodbenic izvedbe kakršnegakoli ukrepa, ki ne bi bil v skladu z njeno veljavno zakonodajo, predpisi in programsko usmeritvijo. V okviru tega sporazuma ne bo nikakršne izmenjave jedrskih informacij, ki se nanašajo na širjenje občutljivih tehnologij. Če pride do kakršnekoli kolizije med določbami tega sporazuma ter takimi zakoni, predpisi in programsko usmeritvijo, se pogodbenici strinjata, da se posvetujeta, preden karkoli ukreneta.

g. Sodelovanje v okviru tega sporazuma bodo urejali zakoni in predpisi obeh držav. Kakršenkoli spor ali vprašanja med pogodbenicama v zvezi z razlago ali uporabo tega sporazuma, do katerih pride v času trajanja sporazuma, se urejajo s skupnim sporazumom obeh pogodbenic.

h. Če ni dogovorjeno drugače, je za vse stroške, ki nastanejo zaradi sodelovanja v okviru tega sporazuma, odgovorna pogodbenica, ki jih ustvari. Sposobnost pogodbenic, da izpolnjujejo svoje obveznosti, je odvisna od razdelitve sredstev s strani ustreznih vladnih organov ter zakonov in predpisov, veljavnih v pogodbenicah.

III. IZMENJAVA IN UPORABA INFORMACIJ

Pogodbenici podpirata kar največje možno širjenje informacij, posredovanih ali izmenjanih po določilih tega sporazuma, ob upoštevanju zahteve po varstvu pravno zaščiteneh pravic ali drugih zaupnih ali zaščiteneh informacij, ki so lahko predmet tega sporazuma, ter ob upoštevanju določil Dodatka o intelektualni lastnini, ki predstavlja sestavni del tega sporazuma.

a. Za namen tega sporazuma izraz "informacija" pomeni zakonodajne in varnostne podatke, podatke, ki se nanašajo na varovanje jedrskih materialov in ravnanje z odpadki, znanstvene ali tehnične podatke, rezultate ali metode raziskovanj in razvoja in druga dognanja s področja jedrske energije, ki bodo posredovani ali izmenjani v okviru tega sporazuma.

scope of the exchange, including agreement on the designation of the nuclear energy facilities subject to the exchange, and on specific documents and standards to be exchanged. One or more technical coordinators may be appointed as direct contacts for specific disciplinary areas. These technical coordinators will assure that both administrators receive copies of all transmittals. These detailed arrangements are intended to assure, among other things, that a reasonably balanced exchange giving access to equivalent available information is achieved and maintained.

c. The administrators will determine the number of copies to be provided of the documents exchanged. Each document will be accompanied by an abstract in English, 250 words or less, describing its scope and content.

d. The application or use of any information exchanged or transferred between parties under this Arrangement will be the responsibility of the receiving Party, and the transmitting Party does not warrant the suitability of such information for any particular use or application.

e. Recognizing that some information of the type covered in this Arrangement is not available within the agencies which are Parties to this Arrangement, but is available from other agencies of the governments of the Parties, each Party will assist the other to the maximum extent possible by organizing visits and directing inquiries concerning such information to appropriate agencies of the government concerned. The foregoing will not constitute a commitment of other agencies to furnish such information or to receive such visitors.

f. Nothing contained in this Arrangement will require either Party to take any action which would be inconsistent with its existing laws, regulations, and policy directives. No nuclear information related to proliferation-sensitive technologies will be exchanged under this Arrangement. Should any conflict arise between the terms of this Arrangement and those laws, regulations, and policy directives, the Parties agree to consult before any action is taken.

g. Cooperation under this Arrangement will be governed by the laws and regulations of the respective countries. Any dispute or questions between the Parties concerning the interpretation or application of this Arrangement arising during its term will be settled by mutual agreement of the Parties.

h. Unless otherwise agreed, all costs resulting from cooperation pursuant to the Arrangement will be the responsibility of the Party that incurs them. The ability of the Parties to carry out their obligations is subject to the appropriation of funds by the appropriate governmental authority and to laws and regulations applicable to the Parties.

III. EXCHANGE AND USE OF INFORMATION

The Parties support the widest possible dissemination of information provided or exchanged under this Arrangement, subject both to the need to protect proprietary or other confidential or privileged information as may be exchanged hereunder, and to the provisions of the Intellectual Property Addendum, which is an integral part of this Arrangement.

a. For the purposes of this Arrangement, the term "information" means nuclear energy-related regulatory, safety, safeguards, waste management, scientific, or technical data, results or methods of research and development, and any other knowledge intended to be provided or exchanged under this Arrangement.

b. Za namen tega sporazuma izraz "pravno zaščitena informacija" pomeni informacijo, ki je predmet tega sporazuma in je poslovna tajna ali druga zaščitena zaupna informacija (ki je takšna, da se lahko oseba, ki ima to informacijo, finančno okoristi z njo ali ima konkurenčno prednost pred tistimi, ki take informacije nima) in lahko obsega samo informacijo:

- (1) ki jo kot zaupno poseduje lastnik;
- (2) ki jo navadno kot zaupno poseduje lastnik;

(3) ki je lastnik ni poslal drugim osebam (vključno s prejemnikom), razen če se ne hrani kot zaupna;

(4) ki prejemniku ni na razpolago iz drugega vira brez omejitev o nadaljnjem širjenju;

(5) ki še ni v lasti prejemnika.

c. Za namen tega sporazuma izraz "druge zaupne ali zaščitene informacije" označuje informacijo zunaj kategorije pravno zaščitene informacij, ki so zavarovane pred javnostjo po zakonih in predpisih države, ki takšne informacije zagotavlja, in ki so bile poslani in sprejete kot zaupni dokumenti.

d. Prejemnik dokumentarne pravno zaščitene informacije spoštuje v skladu s tem sporazumom njeno zaupno naravo, če je takšna pravno zaščitena informacija jasno označena z naslednjim (ali vsebinsko podobnim) restriktivnim opozorilom:

Ta dokument vsebuje pravno zaščiteno informacijo, ki se pošilja kot zaupna v okviru sporazuma z dne 29. aprila 1999 med Jedrsko regulatorno komisijo ZDA in Upravo Republike Slovenije za jedrsko varnost, in je ne bodo širili zunaj teh organizacij, njihovih konzultantov, pogodbenikov in imetnikov dovoljenj ter državnih organov in organizacij v Sloveniji in ZDA brez predhodnega dovoljenja (ime pošiljatelja informacije). To opozorilo bo navedeno na vsaki kopiji dokumenta ali njenem delu. Te omejitve samodejno prenehajo, ko lastnik razkrije informacijo brez kakršnihkoli omejitev.

To restriktivno opozorilo bo upošteval prejemnik in pravno zaščitene informacije s takim opozorilom ne bo uporabil v komercialne namene, objavil v javnosti ali širil na kakršenkoli način, ki ni naveden ali je v nasprotju s pogoji tega sporazuma, brez odobritve pogodbenice pošiljateljice.

e. Načelno lahko pravno zaščiteno informacijo, prejeta v okviru tega sporazuma, prejemnik prosto posreduje brez predhodnega soglasja svojim zaposlenim ter pristojnim državnim organom in organizacijam v državi prejemnika.

f. Poleg tega se sme pravno zaščitena informacija brez predhodnega soglasja posredovati:

(1) pogodbenikom ali konzultantom prejemnika, ki se nahajajo znotraj zemljepisnih meja države prejemnika. Uporaba teh informacij je omejena samo na dela, v okviru pogodbe s prejemnikom, ki se nanašajo na zadeve v zvezi s pravno zaščiteno informacijo ali drugo zaupno ali zaščiteno informacijo;

b. For the purposes of this Arrangement, the term "proprietary information" means information made available under this Arrangement which contains trade secrets or other privileged or confidential information (such that the person having the information may derive an economic benefit from it or may have a competitive advantage over those who do not have it), and may only include information which:

- (1) has been held in confidence by its owner;
- (2) is of a type which is customarily held in confidence by its owner;

(3) has not been transmitted by the owner to other entities (including the receiving Party) except on the basis that it be held in confidence;

(4) is not otherwise available to the receiving Party from another source without restrictions on its further dissemination; and

(5) is not already in the possession of the receiving Party.

c. For the purposes of this Arrangement, the term "other confidential or privileged information" means information, other than "proprietary information," which is protected from public disclosure under the laws and regulations of the country providing the information and which has been transmitted and received in confidence.

d. A Party receiving documentary proprietary information pursuant to this Arrangement will respect the privileged nature thereof, provided such proprietary information is clearly marked with the following (or substantially similar) restrictive legend:

This document contains proprietary information furnished in confidence under an Arrangement dated April 29, 1999 between the United States Nuclear Regulatory Commission and the Slovenian Nuclear Safety Administration and will not be disseminated outside these organizations, their consultants, contractors, and licensees, and concerned departments and agencies of the Government of the United States and the Government of Slovenia without the prior approval of (name of the transmitting Party). This notice will be marked on any reproduction hereof, in whole or in part. These limitations will automatically terminate when this information is disclosed by the owner without restrictions.

This restrictive legend will be respected by the receiving Party and proprietary information bearing this legend will not be used for commercial purposes, made public, or disseminated in any manner unspecified by or contrary to the terms of this Arrangement without the consent of the transmitting Party.

e. In general proprietary information received under this Arrangement may be freely disseminated by the receiving Party without prior consent to persons within or employed by the receiving Party, and to concerned Government departments and Government agencies in the country of the receiving Party.

f. In addition, proprietary information may be disseminated without prior consent

(1) to contractors or consultants of the receiving Party located within the geographical limits of that Party's nation, for use only within the scope of work of their contracts with the receiving Party in work relating to the subject matter of the proprietary or other confidential or privileged information;

(2) domačim organizacijam, ki imajo odobritev ali dovoljenje pristojnega organa v državi prejemnika, da gradijo ali upravljajo naprave za proizvodnjo ali uporabo jedrske energije ali uporabljajo jedrske snovi ali vire sevanja, če se takšna pravno zaščitena informacija ali druga zaupna ali zaščitena informacija uporablja samo pod pogoji odobritve ali dovoljenja;

(3) pogodbenikom organizacij, ki so določene pod (2) zgoraj, za uporabo izključno pri delu v obsegu odobritve ali dovoljenja, danih tem organizacijam;

če se pravno zaščitena informacija pod točkami f (1), (2) in (3) zgoraj posreduje po potrebi od primera do primera, če je v skladu z zaupnim dogovorom in če je označena z restriktivnim opozorilom, vsebinsko podobnim tistemu, ki je naveden v točki d zgoraj.

g. Ob predhodnem pisnem soglasju pogodbenice, ki zagotavlja pravno zaščiteno informacijo v okviru tega sporazuma, lahko pogodbenica, ki prejme takšno informacijo, leto širi v večji meri, kot dovoljujeta odstavka e in f. Pogodbenici bosta sodelovali pri izdelavi postopka za pošiljanje zahtev in pridobitev soglasja za takšno širjenje. Vsaka pogodbenica bo odobrila soglasje v mejah svojih nacionalnih usmeritev, predpisov in zakonov.

h. Prejemnik drugih zaupnih ali pravno zaščitene informacij v okviru tega sporazuma bo upošteval njihov zaupni značaj, pod pogojem, da je takšna informacija jasno označena kot zaupne ali zaščitene narave in če jo spremlja izjava, ki opozarja:

(1) da so pristojni organi pogodbenice, ki pošilja informacijo, informacijo zavarovali pred javno objavo;

(2) da se informacija posreduje pod pogojem, da se ohrani kot zaupna.

i. Druge zaupne ali zaščitene informacije se smejo širiti tako, kot je navedeno v odstavku d zgoraj.

j. Ne-dokumentarne pravne zaščitene informacije ali druge zaupne ali zaščitene informacije, pridobljene na seminarjih in drugih sestankih, organiziranih v okviru tega sporazuma, ali informacije, pridobljene s povezavami osebja pogodbenic, pri uporabi objektov ali skupnih projektih, obravnavata pogodbenici v skladu z načeli, ki so navedena v tem sporazumu za dokumentarne informacije, pod pogojem, da pogodbenica, ki sporoči takšno pravno zaščiteno informacijo ali drugo zaupno ali zaščiteno informacijo, seznanji prejemnika z njenim značajem.

k. Če ena pogodbenica iz kakršnegakoli razloga oceni, da so ali da lahko pri izvajanju tega sporazuma pride do težav, ki se nanašajo na omejevanje širjenja informacij, takoj obvesti o tem drugo pogodbenico. Pogodbenici se potem posvetujeta o ustreznem postopku.

l. Nobena določba tega sporazuma ne preprečuje drugi pogodbenici, da bi uporabljala ali širila informacije, ki jih prejme od druge pogodbenice brez omejitev iz virov zunaj tega sporazuma.

VI. TRAJANJE

a. Ta sporazum bo začel veljati prvi dan drugega meseca po datumu, ko pogodbenici z izmenjavo diplomatskih not druga drugo obvestita, da so bili izpolnjeni njihovi notranji ustavni postopki za pričetek veljavnosti, in velja za obdobje petih let. Lahko se ga podaljša na podlagi obojestranskega pisnega dogovora.

(2) to domestic organizations permitted or licensed by the receiving Party to construct or operate nuclear production or utilization facilities, or to use nuclear materials and radiation sources, provided that such proprietary or other confidential or privileged information is used only within the terms of the permit or license; and

(3) to contractors of organizations identified in (2), above, for use only in work within the scope of the permit or license granted to such organizations;

provided that any dissemination of proprietary information under f. (1), (2), and (3), above, will be on an as-needed, case-by-case basis, will be pursuant to an agreement of confidentiality, and will be marked with a restrictive legend substantially similar to that appearing in d., above.

g. With the prior written consent of the Party furnishing proprietary information under this Arrangement, the receiving Party may disseminate such proprietary information more widely than otherwise permitted in subsections e. and f. The Parties will cooperate in developing procedures for requesting and obtaining approval for such wider dissemination, and each Party will grant such approval to the extent permitted by its national policies, regulations, and laws.

h. A Party receiving under this Arrangement other confidential or privileged information will respect its confidential nature, provided such information is clearly marked so as to indicate its confidential or privileged nature and is accompanied by a statement indicating

(1) that the information is protected from public disclosure by the Government of the transmitting party, and

(2) that the information is transmitted under the condition that it be maintained in confidence.

i. Other confidential or privileged information may be disseminated in the same manner as that set forth in paragraph d., above.

j. Non-documentary proprietary or other confidential or privileged information provided in seminars and other meetings arranged under this Arrangement, or information arising from attachments of staff, use of facilities, or joint projects, will be treated by the Parties according to the principles specified for documentary information in this Arrangement; provided, however, that the Party communicating such proprietary or other confidential or privileged information has placed the recipient on notice as to the character of the information communicated.

k. If, for any reason, one of the Parties becomes aware that it will be, or may reasonably be expected to become, unable to meet the non-dissemination provisions of this Article, it will immediately inform the other Party. The Parties will thereafter consult to define an appropriate course of action.

l. Nothing contained in this Arrangement will preclude a Party from using or disseminating information received without restriction by a Party from sources outside of this Arrangement.

IV. DURATION

a. This Arrangement will enter into force on the first day of the second month, following the date on which the two Parties have notified each other in an exchange of diplomatic notes that the requirements for its entry into force under their respective constitutional procedures have been fulfilled. It will remain in force for a period of five years. It may be extended for a further period of time by written agreement of the Parties.

b. Vsaka pogodbenica lahko odpove sporazum, če drugo pogodbenico pisno obvesti 180 dni pred nameranim datumom odstopa.

c. Vse informacije, zaščitene z določbami tega sporazuma kot pravno zaščitene ali druge zaupne ali zaščitene informacije, bodo zaščitene za čas trajanja tega sporazuma in po izteku veljavnosti sporazuma, razen, če se pogodbenici pisno ne dogovorita drugače.

Sklenjeno v Ljubljani, Slovenija, dne 29. aprila 1999, v dvojniki, v slovenskem in angleškem jeziku, pri čemer sta obe besedili enako verodostojni.

ZA UPRAVO
REPUBLIKE SLOVENIJE
ZA JEDRSKO VARNOST
Miroslav Gregorič,
direktor l. r.

ZA JEDRSKO
REGULATORNO KOMISIJO
ZDRUŽENIH DRŽAV AMERIKE
Jeffery S. Merrifield,
komisar l. r.

b. Either Party may terminate this Arrangement after providing the other Party written notice 180 days prior to its intended date of termination.

c. All information protected by provisions of this Arrangement as proprietary or other confidential or privileged information will remain so protected for the duration of this Arrangement and after this Arrangement is expired or terminated, unless otherwise agreed by the Parties in writing.

DONE at Ljubljana, Slovenia, on this 29th day of April 1999, in duplicate, in the Slovenian and English languages, both texts being equally authentic.

FOR THE
SLOVENIAN NUCLEAR
SAFETY ADMINISTRATION
Miroslav Gregoric,
Director (s)

FOR THE
UNITED STATES NUCLEAR
REGULATORY COMMISSION
Jeffrey S. Merrifield,
Commissioner (s)

Dodatek "A"

Področja izmenjave informacij med US NRC in URSJV o raziskavah varnosti lahko-vodnih reaktorjev, ki jih opravlja US NRC

1. Integriteta reaktorskih komponent
2. Preprečevanje poškodb reaktorske sredice
3. Zmogljivost zadrževalnega hrama
4. Potrjevanje varnosti odlaganja jedrskih odpadkov
5. Analiza verjetnostnih tveganj

Dodatek "B"

Področja varnostnih raziskav, ki jih opravlja URSJV

1. Varnostne analize z vidika lokacije za potrebe preliminarnih in končnih varnostnih poročil za odlagališče radioaktivnih odpadkov.
2. Analize obratovne varnosti in razpoložljivosti pri delu jedrsko-energetskih naprav. Študije nesreč, študije obnašanja komponent.
3. Upravna priporočila, jedrski standardi in merila za zagotovitev kakovosti, inšpekcije ter splošna merila za izdajanje dovoljenj.
4. Študije o varstvu pred sevanjem in o varstvu okolja.
5. Študije seizmičnega oblikovanja.
6. Študije o obdelavi in odlaganju radioaktivnih odpadkov.
7. Varnostne analize jedrskih reaktorjev.

DODATEK O INTELEKTUALNI LASTNINI

V skladu s členom III tega sporazuma:

Pogodbenici zagotovita ustrezno in učinkovito zaščito intelektualne lastnine, ustvarjene ali posredovane v okviru tega sporazuma in v okviru ustreznih izvedbenih dogovorov. Pogodbenici se strinjata, da se pravočasno obvestita o kakršnikoli izumih ali avtorskih pravicah, ki izvirajo iz tega sporazuma, in si prizadevata pravočasno zaščititi takšno intelektualno lastnino. Pravice do intelektualne lastnine se bodo dodeljevale, kot to določa ta dodatek.

Addendum "A"

U.S.N.R.C. – S.N.S.A. Reactor Safety Research Exchange Areas in Which the U.S.N.R.C. Is Performing LWR Safety Research

1. Integrity of Reactor Components
2. Preventing Damage to Reactor Cores
3. Reactor Containment Performance
4. Confirming the Safety of Nuclear Waste Disposal
5. Probabilistic Risk Analysis

Addendum "B"

U.S.N.R.C. – S.N.S.A. Safety Research Areas in Which the S.N.S.A. Is Performing Research

1. Site Safety Analyses Required for Preliminary and Final Safety Reports for Radioactive Waste Repository
2. Operational Safety and Availability Analyses of Nuclear Power Generating Facilities; Accident Studies; Studies of Component Behaviour
3. Regulatory Recommendations; Nuclear Standards and Quality Assurance Criteria, Inspections, General Licensing Criteria
4. Studies of Radiation Protection and Environmental Protection
5. Studies of Seismic Design
6. Treatment and Disposal of Radioactive Waste
7. Safety Analyses of Nuclear Reactors

INTELLECTUAL PROPERTY ADDENDUM

Pursuant to Article III. of this Arrangement:

The Parties shall ensure adequate and effective protection of intellectual property created or furnished under this Arrangement and relevant implementing arrangements. The Parties agree to notify one another in a timely fashion of any inventions or copyrighted works arising under this Arrangement and to seek protection for such intellectual property in a timely fashion. Rights to such intellectual property shall be allocated as provided in this Addendum.

I. OBSEG

1. Ta dodatek se uporablja za vsa sodelovanja, ki se izvajajo v skladu s tem sporazumom, razen če se pogodbenici ali njihovi predstavniki niso drugače posebej dogovorili.

2. Za namen tega sporazuma se pojem "intelektualna lastnina" uporablja tako, kot to določa 2. člen Konvencije o ustanovitvi Svetovne organizacije za intelektualno lastnino, ki je bila podpisana 14. julija 1967 v Stockholmu. Taka "intelektualna lastnina" vsebuje pravice, ki se nanašajo na:

- književna, umetniška in znanstvena dela,
- umetniške nastope, zvočne zapise in prenose,
- izume iz vseh področij človekove dejavnosti,
- znanstvena odkritja,
- industrijsko oblikovanje,
- zaščitne znamke, imena firm in njihove označbe,

- zaščito pred nelojalno konkurenco in vse druge pravice, ki izvirajo iz intelektualnih dejavnosti na področju industrije, znanosti, književnosti in umetnosti.

3. Ta dodatek se nanaša na dodelitev pravic, koristi in licenc med pogodbenicama. Vsaka pogodbenica zagotovi, da si lahko druga pogodbenica pridobi pravice iz naslova intelektualne lastnine v skladu s tem dodatkom tako, da pridobi te pravice od svojih udeležencev po tem sporazumu ali, če je to potrebno, na drug zakonit način. Ta dodatek sicer ne spreminja oziroma prejudicira dodelitve pravic iz naslova intelektualne lastnine, kot so urejene med pogodbenicama tega sporazuma oziroma njunimi državljani po njihovi notranji zakonodaji oziroma praksi.

4. Spori, ki se nanašajo na intelektualno lastnino in izvirajo iz tega sporazuma, naj se rešujejo preko dogovorov med sodelujočimi ustanovami, po potrebi pa med pogodbenicama tega sporazuma oziroma njunimi predstavniki. Na podlagi skupnega sporazuma pogodbenic je treba spor predložiti arbitražnemu sodišču, ki s svojo razsodbo, sprejeto po pravilih mednarodnega prava, zavezuje obe pogodbenici. Razen če se pogodbenici ali njihovi predstavniki pisno ne dogovorijo drugače, veljajo arbitražna pravila Komisije Združenih narodov o notranje-trgovinskem zakonu (UNCITRAL).

5. Odpoved ali prenehanje tega sporazuma ne vpliva na pravice ali dolžnosti v okviru tega dodatka.

II. DODELITEV PRAVIC

1. Vsaka pogodbenica bo upravičena do neekskluzivne, nepreklicne, in brezplačne licence v vseh državah za prevajanje, reproduciranje in javno širjenje znanstvenih in tehničnih člankov v revijah, poročilih in knjigah, ki izvirajo neposredno iz sodelovanja v okviru tega sporazuma. V vseh javno razširjenih kopijah del z avtorsko pravico, ki so izdelane v skladu s to določbo, so navedena imena avtorjev del, razen če avtor izrecno odkloni, da bi bil imenovan.

2. Pravice do vseh oblik intelektualne lastnine, razen tistih, ki so opisane v odstavku II. 1. zgoraj, so dodeljene kot sledi:

a. Gostujoči raziskovalci, na primer znanstveniki, ki gostujejo predvsem zaradi dodatnega izobraževanja, dobijo pravice intelektualne lastnine v obsegu, kot jo prizna sprejemna ustanova. Poleg tega pa je vsak gostujoči raziskovalec upravičen do deleža pri honorarju, ki ga sprejemna ustanova zasluži iz naslova takšne intelektualne lastnine.

b. (1) Za intelektualno lastnino, ki je ustvarjena pri skupnih raziskavah, na primer ko se pogodbenici tega sporazuma, sodelujoče ustanove ali njihovo osebje vnaprej do-

I. SCOPE

1. This Addendum is applicable to all cooperative activities undertaken pursuant to this Arrangement, except as otherwise specifically agreed by the Parties or their designees.

2. For purposes of this Arrangement, "intellectual property" shall have the meaning found in Article 2 of the Convention Establishing the World Intellectual Property Organization, done at Stockholm, July 14, 1967; viz., "intellectual property" shall include the rights relating to:

- literary, artistic and scientific works,
 - performances of artists, phonograms, and broadcasts,
 - inventions in all fields of human endeavor,
 - scientific discoveries,
 - industrial designs,
 - trademarks, service marks, and commercial names and designations,
 - protection against unfair competition,
- and all other rights resulting from intellectual activity in the industrial, scientific, literary, or artistic fields."

3. This Addendum addresses the allocation of rights, interests, and royalties between the Parties. Each Party shall ensure that the other Party can obtain rights to intellectual property allocated in accordance with the Addendum by obtaining those rights from its own participants through contracts or other legal means, if necessary. This Addendum does not otherwise alter or prejudice the allocation between a Party and its nationals, which shall be determined by that Party's laws and practices.

4. Disputes concerning intellectual property arising under this Arrangement should be resolved through discussions between the concerned participating institutions or, if necessary, the Parties or their designees. Upon mutual agreement of the Parties, a dispute shall be submitted to an arbitral tribunal for binding arbitration in accordance with the applicable rules of international law. Unless the Parties or their designees agree otherwise in writing, the arbitration rules of the United Nations Commission on International Trade Law (UNCITRAL) shall govern.

5. Termination or expiration of this Arrangement shall not affect rights or obligations under this Addendum.

II. ALLOCATION OF RIGHTS

1. Each party shall be entitled to a non-exclusive, irrevocable, royalty-free license in all countries to translate, reproduce, and publicly distribute scientific and technical journal articles, reports, and books directly arising from cooperation under this Arrangement. All publicly distributed copies of copyrighted work prepared under this provision shall indicate the names of the authors of the work unless an author explicitly declines to be named.

2. Rights to all forms of intellectual property, other than those rights described in Section II.1., above, shall be allocated as follows:

a. Visiting researchers, for example, scientists visiting primarily in furtherance of their education, shall receive intellectual property rights under the policies of the host institution. In addition, each visiting researcher named as an inventor shall be entitled to share in a portion of any royalties earned by the host institution from the licensing of such intellectual property.

b. (1) For intellectual property created during joint research, for example, when the Parties, participating institutions, or participating personnel have agreed in advance on

govorijo o obsegu dela, je vsaka pogodbenica upravičena, da pridobi vse pravice in koristi v lastni državi. Pogodbenica, v katere državi pride do izuma, ima prva možnost pridobiti vse pravice in koristi v tretjih državah. Če raziskovanje ni opredeljeno kot "skupno raziskovanje", bodo pravice do intelektualne lastnine, ki izvirajo iz raziskovanja, dodeljene v skladu z odstavkom II.2.a zgoraj. Poleg tega je vsaka oseba, ki je imenovana za izumitelja, upravičena do deleža pri honorarju, ki ga pridobi katerakoli stran iz naslova intelektualne lastnine.

(2) Če je vrsta intelektualne lastnine dostopna skladno z zakoni ene pogodbenice, ne pa druge, bo ne glede na točko II.2.b.(1) zgoraj pogodbenica, katere zakoni ščitijo takšno lastnino, upravičena do vseh pravic in koristi po vsem svetu. Osebe, ki so označene kot izumitelji te lastnine, so vendarle upravičene do licenc, kot je to določeno v točki II.2.b.(1) zgoraj.

the scope of work, each Party shall be entitled to obtain all rights and interests in its own country. The Party in whose country the invention was made shall have first option to acquire all rights and interests in third countries. If research is not designated as "joint research," rights to intellectual property arising from the research will be allocated in accordance with paragraph II.2.a., above. In addition, each person named as an inventor shall be entitled to share in a portion of any royalties earned by either institution from the licensing of the property.

(2) Notwithstanding paragraph II.2.b. (1), above, if a type of intellectual property is available under the laws of one Party but not of the other Party, the Party whose laws provide for this type of protection shall be entitled to all rights and interests worldwide. Persons named as inventors of the property shall nonetheless be entitled to royalties as provided in paragraph II.2.b. (1), above.

3. člen

Za izvajanje sporazuma skrbi Ministrstvo za okolje in prostor – Uprava Republike Slovenije za jedrsko varnost.

4. člen

Ta uredba začne veljati naslednji dan po objavi v Uradnem listu Republike Slovenije – Mednarodne pogodbe.

Št. 905-02/98-10 (T1)

Ljubljana, dne 23. septembra 1999

Vlada Republike Slovenije

Marjan Podobnik l. r.
Podpredsednik

- 69. Uredba o ratifikaciji Memoranduma o soglasju (MOS) med Ministrstvom za obrambo Republike Slovenije, ki ga zastopa minister za obrambo, in Ministrstvom za obrambo Združenega kraljestva Velike Britanije in Severne Irske, ki ga zastopa državni sekretar za obrambo, o sodelovanju na področju obrambnega materiala**

Na podlagi tretjega odstavka 63. člena Zakona o zunanjih zadevah (Uradni list RS, št. 1/91-I) izdaja Vlada Republike Slovenije

U R E D B O

O RATIFIKACIJI MEMORANDUMA O SOGLASJU (MOS) MED MINISTRSTVOM ZA OBRAMBO REPUBLIKE SLOVENIJE, KI GA ZASTOPA MINISTER ZA OBRAMBO, IN MINISTRSTVOM ZA OBRAMBO ZDRUŽENEGA KRALJESTVA VELIKE BRITANIJE IN SEVERNE IRSKE, KI GA ZASTOPA DRŽAVNI SEKRETAR ZA OBRAMBO, O SODELOVANJU NA PODROČJU OBRAMBNEGA MATERIALA

1. člen

Ratificira se Memorandum o soglasju (MOS) med Ministrstvom za obrambo Republike Slovenije, ki ga zastopa minister za obrambo, in Ministrstvom za obrambo Združenega kraljestva Velike Britanije in Severne Irske, ki ga zastopa državni sekretar za obrambo, o sodelovanju na področju obrambnega materiala, podpisan dne 12. oktobra 1998 v Ljubljani.

2. člen

Memorandum se v izvorniku v slovenskem in angleškem jeziku glasi:

MEMORANDUM O SOGLASJU (MOS) MED MINISTRSTVOM ZA OBRAMBO REPUBLIKE SLOVENIJE, KI GA ZASTOPA MINISTER ZA OBRAMBO, IN MINISTRSTVOM ZA OBRAMBO ZDRUŽENEGA KRALJESTVA VELIKE BRITANIJE IN SEVERNE IRSKE, KI GA ZASTOPA DRŽAVNI SEKRETAR ZA OBRAMBO, O SODELOVANJU NA PODROČJU OBRAMBNEGA MATERIALA

MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE MINISTRY OF DEFENCE OF THE REPUBLIC OF SLOVENIA AS REPRESENTED BY THE MINISTER OF DEFENCE AND THE MINISTRY OF DEFENCE OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AS REPRESENTED BY THE SECRETARY OF STATE FOR DEFENCE IN RESPECT OF DEFENCE MATERIEL CO-OPERATION

VSEBINA

CONTENTS

1. Uvod
2. Cilji in obseg
3. Upravljalna organizacija
4. Zagotavljanje kakovosti
5. Varnost in obiski
6. Zahtevki in obveznosti
7. Uporaba in razkrivanje informacij
8. Finančne zadeve
9. Spori
10. Prekinitev, spreminjanje in trajanje
11. Podpis

1. Introduction
2. Objectives and scope
3. Management Organisation
4. Quality assurance
5. Security and visits
6. Claims and liabilities
7. Use and disclosure of information
8. Financial matters
9. Disputes
10. Termination, amendment and duration
11. Signature

1. UVOD

1. INTRODUCTION

1.1 Ministrstvo za obrambo Republike Slovenije, ki ga zastopa minister za obrambo, in Ministrstvo za obrambo Združenega kraljestva Velike Britanije in Severne Irske, ki ga zastopa državni sekretar za obrambo, v nadaljevanju "pogodbenici",
ki ugotavljata, da bi bila krepitev odnosov v njuno vzajemno korist,
ki želita okrepiti svoje obrambne sposobnosti s sodelovanjem pri vojaški tehniki in razvijanju vojaške opreme,

ki želita sodelovati glede vojaških tehničnih potreb in

ki želita sodelovati na področju logistične podpore in tehničnih informacij,
sta se dogovorili za naslednje:

1.1 The Ministry of Defence of the Republic of Slovenia as represented by the Minister of Defence and the Ministry of Defence of the United Kingdom of Great Britain and Northern Ireland as represented by the Secretary of State for Defence hereinafter jointly referred to as "the Participants",
recognising it would be to their mutual advantage to strengthen relations;
wishing to strengthen their defence capabilities through defence materiel collaboration and co-operation in the development and supply of defence equipment;
wishing to co-operate in defence materiel requirements; and
wishing to co-operate in the fields of logistic support and technical information;
have reached the following understandings:

- a. da bosta skušali olajšati dobavo obrambne opreme in storitev kateri koli od pogodbenic;
- b. da bosta pospeševali sodelovanje in krepili skupni razvoj in dobavo vojaške opreme za zadovoljevanje skupnih ali podobnih potreb;
- c. da bosta določili skupne dejavnosti za uresničevanje načel standardizacije in interoperabilnosti v korist pogodbenic, in
- d. da bosta zagotavljali medsebojno podporo s spodbujanjem in olajševanjem izmenjave vojaških tehničnih in z opremo povezanih informacij, tehničnih sredstev inosebja.

2. CILJI IN OBSEG

2.1 Pogodbenici bosta skušali olajšati ustrezno in učinkovito dobavo vojaške opreme in storitev med svojima državama, če bodo to omogočali mednarodni in državni zakoni in predpisi.

2.2 Kadar bo primerno, bosta pogodbenici skupaj predvideli zagotovitev informacij o bližnjih priložnostih za posredovanje ponudb in o predlaganih pogodbah v časovnem roku, ki bo zainteresiranim družbam omogočal, da dobijo izvode tenderske dokumentacije, potrebne za izdelavo in predložitev njihovih ponudb. Tako zagotovljene informacije so namenjene glavnim dobaviteljem in proizvajalcem podsklopov, podsistemov in komponent. V Združenem kraljestvu so te običajno vsebovane v biltenu MO o pogodbah. V Sloveniji so te vsebovane v uradnem glasilu Republike Slovenije.

2.3 Pogodbenici načrtujeta, da bodo za ponudbe in pogodbe veljali običajna pravila in postopki o nabavah pogodbenice, ki je kupec; da bo ponudbam zagotovljena celovita in nepristranska obravnava ne glede na državo, iz katere dobavitelj izvira; in da bo, kadar ponudba kake družbe v drugi državi ne bo sprejeta, če ta družba meni, da je bila njena ponudba zavrnjena brez utemeljenega vzroka, pogodbenica, ki je kupec, na zahtevo obvestila drugo pogodbenico o razlogih za tako odločitev.

2.4 Dejavnosti sodelovanja po tem MOS lahko obsegajo kateri koli vidik sodelovanja na področju vojaške tehnike, ki je v obojestranskem interesu, vključno med drugim:

- a. določitev in periodičen pregled posebnih potreb glede skupne opreme oboroženih sil obeh pogodbenic in obsega, v katerem se je mogoče razvijanja projektov v zvezi z vojaško opremo letovati skupaj;
- b. ugotavljanje možnosti sodelovanja pri nakupu opreme za zadovoljitev skupnih potreb oboroženih sil obeh pogodbenic, vključno z logistično podporo za opremo, ki je nabavljena skupaj, če je skupna pogodbenicama;
- c. vzajemno pomoč pri tehničnem ocenjevanju, preiskovanju karakteristik in delovanja, pri razvoju operativnih in vzdrževalnih konceptov, pri sklepanju pogodbenih dogovorov z glavnimi dobavitelji in pri organizaciji podpore za opremo v uporabi med njeno življenjsko dobo;
- d. organizacijo dvostranskih konferenc in simpozijev o tekočih ali prihodnjih programih v zvezi z opremo;
- e. izmenjavo informacij in zagotovitev storitev za zagotavljanje kakovosti.

2.5 Ta MOS opredeljuje splošna načela sodelovanja pri posebnih projektih. Ko je določena neka posebna oblika sodelovanja, bo sklenjen izvedbeni dogovor v skladu s tem MOS, v katerem bodo opredeljeni smotri naloge; agencija, ki jo to najbolj zadeva, in organi, povezani s projektom; pravice iz intelektualne lastnine in stopnja zaupnosti tehničnih podatkov; delitev stroškov in drugi morebitni finančni dogovori; dogovori in postopki glede revizij; pogodbeni dogovori; odgovornost; pogostnost in vrste poročil, ki jih je treba predložiti; in druge določbe, ki bi bile lahko potrebne.

- a. to seek to facilitate the supply of defence equipment and services to either of the Participants;
- b. to promote co-operation and foster joint development and procurement of defence equipment to meet common or similar requirements;
- c. to identify joint activities which would serve the principles of standardisation and interoperability to the benefit of the Participants; and
- d. to provide mutual support by encouraging and facilitating the exchange of defence technical and equipment related information, materiel and personnel.

2. OBJECTIVES AND SCOPE

2.1 The Participants will seek to facilitate the fair and efficient supply of defence equipment and services between their two countries as far as international and national laws and regulations permit.

2.2 The Participants will jointly determine, where appropriate, to provide information about forthcoming bid opportunities and proposed contracts in a timescale that will enable interested companies to obtain copies of the tender documents necessary for the preparation and submission of their bids. The information so provided will be intended both for prime contractors and manufacturers of sub-assemblies, sub-systems and components. In the case of the United Kingdom this will normally be contained in the MOD Contracts Bulletin. In the case of Slovenia this will be contained in the Official Bulletin of the Republic of Slovenia.

2.3 The Participants intend that bids and contracts will be subject to the normal procurement rules and procedures of the purchasing Participant; that bids will be given full and impartial consideration regardless of the country of origin of the supplier; and that where a bid from a company in the other country is not accepted then, if that company feels that its bid was rejected without reasonable cause, the purchasing Participant will, on request, inform the other Participant of the reasons for the decision.

2.4 The scope of co-operative activities under this MOU may include any aspect of defence materiel co-operation of mutual interest, including but not limited to:

- a. the determination and periodic review of the specific common equipment requirements of the Armed Forces of both Participants and the extent to which development of defence equipment projects may be undertaken jointly;
- b. identification of possible collaboration in the purchase of equipment to meet common requirements of the Armed Forces of each Participant including logistics support of equipment procured jointly if common to both Participants;
- c. mutual assistance in technical evaluations, test and trials, in developing operational and maintenance concepts, in reaching contractual understandings with prime contractors and organising life cycle support for equipment in-service;
- d. organisation of bilateral conferences and symposia on current or future equipment programmes;
- e. the exchange of information and the provision of quality assurance services.

2.5 This MOU defines the general principles of co-operation on specific projects. When a specific form of co-operation is identified an Implementing Arrangement will be concluded pursuant to this MOU which will define task objectives; agency of primary interest and project authorities; intellectual property rights and the degree of classification of technical data; cost share and any other financial arrangements; audit arrangements and procedures; contractual arrangements; liability; the frequency and types of reports to be submitted; and other provisions that may be required.

3. UPRAVLJALSKA ORGANIZACIJA

3.1 Za pomoč pri teh dogovorih bosta pogodbenici ustanovili mešani odbor, ki bo nadzoroval napredek, narejen po tem sporazumu. Mešani odbor se sestaja vsako leto izmenoma v Združenem kraljestvu in Sloveniji. Pogodbenica gostiteljica je predsedujoča in preskrbi administrativno pomoč. Pogodbenici imata vsaka po en glas in sprejemata odločitve soglasno.

3.2 Predsedujoči mešanega odbora s strani Združenega kraljestva bo območni direktor trženja 4., člane pa imenuje Ministrstvo za obrambo Združenega kraljestva. Predsedujoči mešanega odbora s slovenske strani bo predstojnik notranje organizacijske enote Ministrstva za obrambo Republike Slovenije, ki je pristojna za oborožitev, člane pa imenuje Ministrstvo za obrambo Republike Slovenije.

4. ZAGOTAVLJANJE KAKOVOSTI

4.1 Vsako MO obvesti drugo MO, ali njegovi mednarodni proizvajalci/dobavitelji izpolnjujejo standarde za nadzorovanje kakovosti, za katere so bili preverjeni in potrjeni pri vojaški opremi ali s tem povezanimi storitvami, ki jih sprejema njihova lastna država. Po dodelitvi pogodb bo vsako MO na zahtevo in ob upoštevanju razpoložljivih virov zagotovilo drugemu MO enako storitev za zagotavljanje kakovosti, kot se uporablja za nakupe, opravljene znotraj njegove države, v skladu z Dodatkom A.

5. VARNOST IN OBISKI

5.1 Kadar je pri programih, izdelanih na podlagi tega MOS, potrebno izmenjati zaupne informacije, se dogovori glede izmenjave in varovanja takih informacij določijo za vsak primer posebej in podrobno opredelijo v pripadajočem izvedbenem dogovoru.

5.2 Vse gostujoče osebe mora spoštovati varnostne predpise države gostiteljice. Vsakršne informacije, razkrite ali dane na razpolago obiskovalcem, se obravnavajo v skladu z določbami odstavka 5.1.

5.3 Prošnje za obisk osebja iz ene države v kakem objektu druge države se usklajujejo po običajnih poteh in bodo v skladu z ustaljenim postopkom države gostiteljice za obiske. Na prošnjah za obiske je treba navesti naslov tega MOS.

6. ZAHTEVKI IN OBVEZNOSTI

6.1 Brez škode za kakršne koli posebne dogovore v katerem koli izvedbenem dogovoru k temu MOS, se vsaka pogodbenica odreka vsakršnemu zahtevku do druge pogodbenice ali do katerega koli vojaka, uslužbenca ali zastopnika druge pogodbenice za poškodbo (vključno poškodbo, katere posledica je smrt), ki jo utrpri njeno vojaško osebje, uslužbenci ali zastopniki, ali za škodo na imetju v njeni lasti ali izgubo letga, če je bila taka poškodba, smrt, škoda ali izguba povzročena z dejanji ali opustitvami druge pogodbenice ali katerega koli vojaka, uslužbenca ali zastopnika te druge pogodbenice med opravljanjem uradnih dolžnosti v zvezi s tem MOS.

6.2 Vsaka pogodbenica bo obravnavala in poravnala na svoje stroške odškodninske zahtevke katere koli tretje osebe, ki izhajajo iz njenih lastnih dejanj ali opustitev oziroma dejanj ali opustitev njenih vojakov, uslužbencev ali zastopnikov, katerih posledica je poškodba, smrt, izguba ali škoda, povzročena pri opravljanju uradnih dolžnosti v zvezi s tem MOS.

3. MANAGEMENT ORGANISATION

3.1 To assist these arrangements, the participants will establish a Joint Committee to review progress arising under this MOU. The Joint Committee will meet on an annual basis alternately in the United Kingdom and Slovenia. The host Participant will act as chairman and provide the secretarial support. Both Participants will have one vote each and decisions will be taken unanimously.

3.2 The Chairman of the United Kingdom side of the Joint Committee will be the Regional Marketing Director 4 and the members will be nominated by the United Kingdom Ministry of Defence. The Chairman of the Slovene side of the Joint Committee will be the Director of Armament Department and the members will be nominated by the Ministry of Defence of the Republic of Slovenia.

4. QUALITY ASSURANCE

4.1 Each MOD will inform the other MOD whether their international manufacturers/suppliers conform to the quality control standards to which such suppliers are cleared for defence equipment or related services adopted by their own nation. Following the letting of contracts, each MOD will, on request and subject to available resources, provide a Quality Assurance service to the other MOD equivalent to that applied to purchases made within their own nation, in accordance with Annex A.

5. SECURITY AND VISITS

5.1 Where programmes, developed under this MOU necessitate the exchange of classified information, arrangements for the exchange and safeguarding of such information will be determined on a case by case basis and detailed in an associated Implementing Arrangement.

5.2 All visiting personnel will comply with the security regulations of the host country. Any information disclosed or made available to visitors will be treated in accordance with the provisions of paragraph 5.1.

5.3 Requests for visits by personnel of one country to a facility of the other country will be co-ordinated through normal channels, and will conform to the established visits procedure of the host country. Requests for visits will bear the name of this MOU.

6. CLAIMS AND LIABILITIES

6.1 Without prejudice to any specific arrangements in any Implementing Arrangement to this MOU, each Participant waives any claim it may have against the other Participant or any serviceman, servant or agent of the other Participant for injury (including injury resulting in death) suffered by its service personnel, servants or agents or for damage to or loss of property owned by it if such injury, death, damage or loss was caused by the acts or omissions of the other Participant or any such serviceman, servant or agent of that other Participant in the performance of official duties in connection with this MOU.

6.2 Each Participant will deal with and settle, at its own cost, any third party claims arising from its own acts or omissions or those of its servicemen, servants or agents which result in injury, death, loss or damage done in the performance of official duties in connection with this MOU.

7. UPORABA IN RAZKRIVANJE INFORMACIJ

7.1 Ker priznava poslovno vrednost informacij, bo pogodbenica, ki prejme kakršne koli informacije, kar vključuje dokumente, tehnologijo ali tehniko, bodisi da zanje velja ali ne velja zaščita avtorskih pravic, patentnih pravic, registriranih ali neregistriranih modelov, ali podobna zaščita, zagotovila, da se nobene informacije, preskrbljene na podlagi tega MOS, ne bodo uporabljale ali razkrivale za kakršen koli drug namen razen tistega, za katerega so bile zagotovljene, brez pristanka pogodbenice, od katere izvirajo, in da bo takim informacijam dodeljena popolna pravna zaščita, ki je na razpolago. V odsotnosti posebnih navodil glede uporabe, bo pogodbenica prejemnica zavarovala informacije na podlagi tega, da so bile preskrbljene le v informativne namene in jih ni mogoče razkrivati zunaj vladnih krogov prejemnice.

7.2 Če lastnik informacij, zagotavljenih po tem MOS, utрпи izgubo ali škodo zaradi nepooblaščenega razkritja ali uporabe informacij bodisi s strani pogodbenice ali kake tretje osebe, kateri je pogodbenica prejemnica razkrila informacije, bo pogodbenica prejemnica povrnila odškodnino lastniku informacij za nepooblaščen razkritje ali uporabo. Pri določanju odgovornosti za povračilo odškodnine se predpostavlja, da je informacije pogodbenici prejemnici preskrbel neposredno lastnik in da je nepooblaščen uporabo zagrešila pogodbenica prejemnica.

7.3 Odškodnina, ki jo plača pogodbenica prejemnica v skladu z razdelkom 7.2, ne preprečuje lastniku informacij, da uveljavlja svoje zakonske pravice do osebe ali oseb, ki so brez pooblastila razkrile ali zlorabile informacije, vendar pa se vsakršna odškodnina, pridobljena z uveljavljanjem teh pravic, uporabi za pobotanje morebitnega plačila, ki ga je z enakim namenom že opravila pogodbenica prejemnica.

7.4 Pogodbenica prejemnica ne bo posredovala, prodajala ali razkrivala osebi z državljanstvom države, ki ni pogodbenica v tem MOS, oziroma nobeni mednarodni organizaciji informacij, dokumentov, tehnologije ali tehnike, bodisi da je zaupna ali ne, ki je preskrbljena po tem MOS, prav tako pa ne bo javno razkrivala takih informacij, bodisi da so zaupne ali ne, brez predhodnega pisnega dovoljenja pogodbenice, od katere te izvirajo.

7.5 Vsaka pogodbenica bo sprejela vse zakonite ukrepe, ki so na razpolago, da bi informacije, prejete ali izdelane zaupno po tem MOS, obvarovala pred razkritjem v skladu s kakršnim koli zakonodajnim ukrepom, razen če druga pogodbenica ne pristane na tako razkritje. Če postane verjetno, da bo informacije morda treba razkriti na podlagi takega ukrepa, je treba o tem takoj obvestiti drugo pogodbenico.

7.6 Da bi pomagala pri zagotavljanju željene zaščite, bo vsaka pogodbenica označila informacije, ki jih zaupno preskrbi drugi, z legendo, kjer bodo označeni država izvora, stopnja zaupnosti, pogoji glede objave in dejstvo, da je informacija zagotovljena zaupno.

7.7 Odgovornosti glede zaupnosti, ki se v tem razdelku zahtevajo od pogodbenice, ki je prejemnica, ne veljajo za informacije, ki:

- a. so ali pridejo zakonito v posest pogodbenice, ki je prejemnica, brez ustreznih omejitev, ali
- b. so ali pridejo v domeno javnosti brez kršenja tega MOS in so dane na razpolago za neomejeno uporabo.

7.8 Posebni dogovori o zaščiti intelektualne lastnine v zvezi s projekti in programi, ki potekajo po tem MOS, se vključijo v ustrezne izvedbene dogovore, predvidene v skladu z razdelkom 2.5.

7. USE AND DISCLOSURE OF INFORMATION

7.1 Recognising the commercial value of information, the recipient Participant of any information which includes documents, technology or materiel, whether or not the subject of copyright, patent, registered or unregistered designs or like protection, will ensure that any information supplied under this MOU is not used or disclosed for any purpose other than that for which it was provided, without the consent of the originating Participant, and that such information is afforded the full measure of legal protection available. In the absence of specific instructions for use the recipient Participant will protect the information on the basis that it has been supplied for information purposes only and may not be disclosed outside the recipient's Government circles.

7.2 If the owner of the information supplied under this MOU suffers loss or damage through the unauthorised disclosure or use of the information either by the recipient Participant or by a third party to whom the recipient Participant has disclosed the information, then the recipient Participant will compensate the owner of the information for the unauthorised disclosure or use. In determining the liability for compensation, it will be assumed that the information was supplied directly by the owner to the recipient Participant and the unauthorised use was made by the recipient Participant.

7.3 The payment by the recipient Participant of compensation under sub-section 7.2 will not prevent the owner of the information from exercising his legal rights against the person or persons who have, without authority, disclosed or misused the information, but any compensation recovered by exercising these rights will be used to offset any payment already made by the recipient Participant for the same purpose.

7.4 The recipient Participant will not pass, sell or disclose to a person holding the nationality of any nation which is not a Participant of this MOU, or to any international organisation, any information, documents, technology or materiel, whether classified or not, supplied under this MOU, nor will he publicly disclose any such information, whether classified or not, without the prior written permission of the originating Participant.

7.5 Each Participant will take all lawful steps available to keep information received or generated in confidence under this MOU free from disclosure under any legislative provision, unless the other Participant consents to such disclosure. If it becomes probable that information may have to be disclosed under such provision, immediate notification will be given to the other Participant.

7.6 To assist in providing the desired protection, each Participant will mark information provided to the other in confidence with a legend indicating the country of origin, the security classification, the conditions of release and the fact that the information is provided in confidence.

7.7 The responsibilities of confidentiality on a recipient Participant required by this section will not apply to information which:

- a. is, or becomes, rightfully into the possession of the recipient Participant without relevant restrictions; or
- b. is in, or enters, the public domain without breach of this MOU and is made available for unrestricted use.

7.8 Specific arrangements for the protection of intellectual property associated with projects and programmes pursued under this MOU will be included in the relevant Implementing Arrangements raised in accordance with Section 2.5.

8. FINANČNE ZADEVE

8.1 Ta MOS ne nalaga nobeni pogodbenici nikakršnih finančnih obveznosti, razen da je vsaka pogodbenica odgovorna za svoje stroške, ki jih utrpi pri izvajanju tega MOS. O posebnih dogovorih glede delitve stroškov v zvezi s programi sodelovanja bo sporazum sklenjen kot del vsakršnega izvedbenega dogovora, ki bi bil oblikovan v skladu s tem MOS.

9. SPORI

9.1 Morebitne spore glede razlage in uporabe tega MOS rešujeta pogodbenici s posvetovanji in ne bodo poslani v reševanje nobenemu državnemu ali mednarodnemu razsodišču ali kaki tretji osebi.

10. PREKINITEV, SPREMINJANJE IN TRAJANJE

10.1 Ta MOS začne veljati, ko slovenska stran obvesti britansko, da so na slovenski strani izpolnjeni vsi pogoji za njegovo uveljavitev, in velja deset let od tega datuma. Mogoče ga je podaljšati za podobna obdobja ali za obdobja, ki so v določenem trenutku zaželeni, ali pa ga je mogoče prekiniti s skupnim pisnim pristankom obeh pogodbenic.

10.2 Če želi katera koli pogodbenica prekiniti svojo udeležbo v teh dogovorih, mora 90 dni pred datumom, ko začne veljati prekinitev, pisno obvestiti drugo pogodbenico.

10.3 Ne glede na določbe razdelka 10.2 pa odpoved tega MOS ne vpliva na morebitne pogodbe, ki spadajo v okvir tega MOS, in te veljajo naprej do ustrezne izpolnitve z izvedbo.

10.4 Pravice in odgovornosti pogodbenic glede varnosti in obiskov (razdelek 5); uporabe in razkrivanja informacij (razdelek 7); sporov (razdelek 9) in prekinitve, spreminjanja in trajanja, umika in podpisa (razdelek 10) ostanejo veljavne ne glede na morebiten umik, prekinitev ali pretek tega MOS.

10.5 Ta MOS je mogoče spremeniti s skupnim pisnim pristankom obeh pogodbenic.

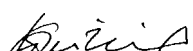
11. PODPIS

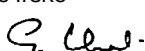
Zgornje besedilo so dogovori, sklenjeni med Vlado Republike Slovenije, ki jo zastopa obrambni minister, in Vlado Združenega kraljestva Velike Britanije in Severne Irske, ki jo zastopa državni sekretar za obrambo, o tam omenjenih zadevah.

Podpisano v dveh izvodih v slovenskem in angleškem jeziku, od katerih je vsako besedilo enako veljavno.

Za Ministrstvo za obrambo
Republike Slovenije

Za Ministrstvo za obrambo
Združenega kraljestva
Velike Britanije in
Severne Irske

Podpis 
Ime: Bogdan Koprivnikar
Naziv: Državni sekretar
Datum: 12.10.1998

Podpis 
Ime: John Gilbert
Naziv: Državni sekretar
Datum: 12.10.1998

8. FINANCIAL MATTERS

8.1 This MOU will not impose any financial responsibilities on either Participant except that each Participant will be responsible for its own costs incurred in implementing this MOU. Specific cost sharing arrangements relating to co-operation or collaborative programmes will be negotiated as part of any specific Implementing Arrangement which may be developed under this MOU.

9. DISPUTES

9.1 Any disputes regarding the interpretation or application of this MOU will be resolved by consultation between the Participants concerned and will not be referred to any national or international tribunal or any other third party for settlement.

10. TERMINATION, AMENDMENT AND DURATION

10.1 This MOU becomes effective when the Slovene side informs the UK side that all the conditions for its becoming effective have been met by the Slovene side and will remain in effect for a period of ten years from that date. It may be extended for similar periods, or for such periods as are considered desirable at the time, or terminated through joint written consent of the Participants.

10.2 In the event that either Participant wishes to discontinue its participation in these arrangements, it will give notice in writing to the other Participant 90 days before the effective termination date.

10.3 Notwithstanding the provisions of Section 10.2, the termination of the MOU will not affect any contracts coming within the scope of this MOU and they will continue until due discharge by performance.

10.4 The rights and responsibilities of the Participants regarding Security and Visits (Section 5); Use and Disclosure of Information (Section 7); Disputes (Section 9); and Termination, Withdrawal and Signature (Section 10) will continue in effect irrespective of any withdrawal, termination or expiry of this MOU.

10.5 This MOU may be amended with the joint written consent of both Participants.

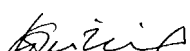
11. SIGNATURE

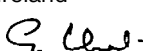
The foregoing represents the understandings reached between the Government of the Republic of Slovenia as represented by the Minister of the Defence and Government of the United Kingdom of Great Britain and Northern Ireland as represented by the Secretary of State for Defence upon matters referred to therein.

Signed in duplicate in the Slovene and English languages each text being equally valid.

For the Ministry of Defence
of the Republic of Slovenia

For the Ministry of Defence
of the United Kingdom of
Great Britain and
Northern Ireland

Signature 
Name: Bogdan Koprivnikar
Title: State Secretary
Date: October 12, 1999

Signature 
Name: John Gilbert
Title: Minister of State
Date: October 12, 1999

DODATEK A

ANNEX A

ZAGOTAVLJANJE KAKOVOSTI S STRANI VLADE (ZK-V)

GOVERNMENT QUALITY ASSURANCE (GQA)

VSEBINA

CONTENTS

DEFINICIJE

1. Uvod
2. Obseg
3. Referenčni dokumenti
4. Določanje nalog v zvezi z nadzorom ZK-V
5. Obveščanje
6. O tveganju
7. Smernice za predlagatelja
8. Smernice za pooblaščenca
9. Dokončanje ZK-V

DEFINITIONS

1. Introduction
2. Scope
3. References
4. Tasking of GQA Surveillance
5. Communication
6. Risk Considerations
7. Guidelines for Delegator
8. Guidelines Delegatee
9. GQA completion

PRILOGE

1. Obrazec ZahtZK
2. Ocena tveganja
3. Načrtovanje
4. Potrdilo o dokončanju ZK-V

APPENDICES

1. RGQA Format
2. Risk Evaluation
3. Planning
4. Certification of Completion of GQA

DEFINICIJE

DEFINITIONS

Definicije iz tega dodatka veljajo poleg tistih, ki so navedene v ISO 8402 (Obvladovanja kakovosti in zagotavljanje kakovosti – besednjak).

The definitions in this Annex apply in addition to those given in ISO 8402 (Quality Management and QA Vocabulary).

Predlagatelj

Organ države nakupovalke, ki zahteva ZK-V od države dobaviteljice; ta organ je lahko vodja projekta/programa ali oddelek za zagotavljanje kakovosti pri vladi, kjer je služba za nabave kupec; ali pa zastopnik za zagotavljanje kakovosti pri dobavitelju, ki sklene pogodbo s podizvajalcem za pogodbo, za katero velja ZK-V.

Delegator

The authority of a purchasing country requesting GQA from the supplying country; this authority may be the Project/Program Manager or QA-department of the Government where the procurement department is a purchaser; or the QAR with the contractor who places a sub-contract in aid of a contract that will be subjected to GQA.

Pooblaščenec

Ustrezen državni organ države, ki skrbi za ZK-V v svoji državi.

Delegatee

The appropriate national authority of a country providing GQA in his own country.

Zagotavljanje kakovosti s strani vlade (ZK-V)

Postopek, s katerim ustrezni državni organi vzpostavljajo zaupanje, da so izpolnjene pogodbene zahteve glede kakovosti.

Government Quality Assurance (GQA)

The process by which the appropriate national authorities establish confidence that contractual requirements relating to quality are met.

Osrednji državni organ za ZK-V

Organ v udeleženi državi, ki je odgovoren za operativno izvedbo ZK-V, namreč tistih dolžnosti, ki jih prevzame zastopnik za zagotavljanje kakovosti.

National GQA Focal Point

The authority in a Participant country who is responsible for the operational implementation of GQA; i.e. that duties undertaken by the QAR.

Zastopnik za zagotavljanje kakovosti (ZastZK)

Zastopnik, ki ga imenuje in pooblasti državni organ, da izvaja ZK-V.

Quality Assurance Representative (QAR)

The representative designated and authorised by the National Authority to perform GQA.

Zahtevak za zagotavljanje kakovosti s strani vlade (ZahtZK)

Formalni zahtevak predlagatelja, naslovljen na pooblaščenca, da opravi ZK-V.

Request for Government Quality Assurance (RGQA)

The formal request of the Delegator to the Delegatee to perform GQA.

Tveganje

Verjetnost pojavljanja neželenega dogodka in njegovega vpliva.

Risk

The product of the probability of an occurrence of an unwanted event and its impact.

Naloge

Na tveganju temelječe dejavnosti, ki naj bi jih opravljal ZastZK v zvezi z ZahtZK.

1. Uvod

1.1 Splošno

1.1.1 Določbe tega dodatka veljajo za zagotavljanje kakovosti s strani vlade (ZK-V) za vojaška tehnična sredstva in storitve, ki se dobavljajo za oborožene sile udeleženih strank in jih dobavi agencija ali dobavitelj.

1.1.2 Organ države nakupovalke, ki vloži prošnjo (predlagatelj), da zahtevke za ZK-V, da bi dobil potrditev, da je organ, ki je dobavitelj (pooblaščenec), sposoben izvajati ZK-V v skladu s postopki, vsebovanimi v tem dodatku.

2. Obseg

2.1 Ta dokument zagotavlja napotke za pooblaščenje in sprejemanje v zvezi z ZK-V na podlagi dogovorov iz MOS in določa elemente načrtovanja in izvajanja dejavnosti nadzora. Opisuje odgovornosti predlagateljev za ugotavljanje tveganj v zvezi s kakovostjo in podrobno opisovanje pripadajočih nalog, ki bodo vključene v zahtevek za zagotavljanje kakovosti s strani vlade (ustrezen obrazec ZahtZK je prikazan v Prilogi 1 k temu dodatku).

3. Referenčni dokumenti

3.1 V nadaljevanju so navedeni dokumenti, ki se nanašajo na ta dodatek:

- ISO-8402: "Obvladovanje kakovosti in zagotavljanje kakovosti – besednjak"
- AQAP-100: "Splošna navodila NATO za zagotavljanje kakovosti"
- AQAP-110: "Zahteve NATO za zagotavljanje kakovosti pri projektiranju, razvoju in proizvodnji"
- AQAP-119: "Navodila NATO za AQAP 110, 112 in 130"
- AQAP-120: "Zahteve NATO za zagotavljanje kakovosti pri proizvodnji"
- AQAP-130: "Zahteve NATO za zagotavljanje kakovosti inšpekciji"
- AQAP-150: "Zahteve NATO za zagotavljanje kakovosti pri razvoju programske opreme"
- AQAP-159: "NAVODILA NATO ZA AQAP-150".

4. Določanje nalog v zvezi z nadzorom ZK-V

4.1 Predlagatelj formalno določi naloge za pooblaščenca na podlagi rezultatov analize tveganja. Formalno sprejetje, dopolnjevanje in izpolnitev "nalog" je treba evidentirati. Pooblaščenec naj naredi načrt uporabe ukrepov za ZK-V, da prepriča predlagatelja o izpolnjevanju zahtev glede naloženih nalog, in naj zagotovi vzpostavitev in vodenje evidenc, ki kažeta dejavnosti na področju ZK-V.

4.2 Bistveno je, da je med ciklusom dobave, kakor hitro je mogoče, vzpostavljena učinkovita komunikacija med predlagateljem in pooblaščenecem. Kadar zahtevanih ukrepov ZK-V ni mogoče izvesti, mora pooblaščenec formalno obvestiti predlagatelja in hkrati navesti razloge za zavrnitev zahtevka.

4.3 Opis nalog je treba dopolnjevati hkrati s spreminjanjem pogodbenih zahtev in formalno obveščati pooblaščenca. Če je zaradi nujnosti pooblaščenec zaprosen, da se ravna po ustnih navodilih, mora predlagatelj vseeno zahtevek poslati pisno/po telefaksu prek osrednjega državnega organa za ZK-V (glej adresi pod 7.2.4), ki pooblaščenca ustrezno obvesti.

Tasks

The Risk based activities, which should be performed by the QAR with respect to the RGQA.

1. Introduction

1.1 General

1.1.1 The provisions of this Annex are applicable to the Government Quality Assurance (GQA) of Defence materiel and services which are procured for the Armed Forces of the Participants, which are to be supplied by an agency or contractor.

1.1.2 The requesting authority of the purchasing nation (Delegator) will initiate a GQA request in order to seek confirmation that the supplying authority (Delegatee) is able to perform GQA in accordance with procedures embodied in this Annex.

2. Scope

2.1 This document provides guidance for the delegation and acceptance of GQA under the arrangements of the MOU, and identifies the elements involved in planning and implementing surveillance activities. It describes the Delegates responsibilities to identify quality Risks and to detail related "Tasks" for inclusion in the Request for Government Quality Assurance (a suitable RGQA form is shown at Appendix 1 to this Annex).

3. References

3.1 Documents relevant to this Annex are listed below:

- | | |
|----------|--|
| ISO-8402 | "Quality Management and QA – Vocabulary" |
| AQAP-100 | "General Guidance on NATO Quality Assurance" |
| AQAP-110 | "NATO Quality Assurance Requirements for Design, Development and Production" |
| AQAP-119 | "NATO guide to AQAPs 110, 112 and 130" |
| AQAP-120 | "NATO Quality Assurance Requirements for Production" |
| AQAP-130 | "NATO Quality Assurance Requirements for Inspection" |
| AQAP-150 | "NATO Quality Assurance Requirements for Software Development" |
| AQAP-159 | "NATO GUIDE TO AQAP-150" |

4. Tasking of GQA Surveillance

4.1 The Delegator will formally "Task" the Delegatee based on the results of Risk analysis. Formal acceptance, amendment and completion of the "Task" must be recorded. The Delegatee should plan for apply GQA actions to assure the Delegator that the Tasking requirements have been met and ensure records reflecting the GQA activity are established and maintained.

4.2 It is essential that effective communication is established between the Delegator and Delegatee as early as possible in the procurement cycle. When the requested GQA actions cannot be accomplished, the Delegatee should formally notify the Delegator, together with recorded reasons for non-acceptance.

4.3 The Task description must be updated as the contract requirements change, and the Delegatee formally advised. If due to urgency the Delegatee is requested to follow verbal instructions, the Delegator will still process the request in writing/fax through the National GQA Focal Point (see addresses at 7.2.4) who will advise the Delegatee accordingly.

5. Obveščanje

5.1 S predlagateljem se je treba posvetovati, ali kak dogodek po ocenah pomembno vpliva na kakovost izdelka. Pooblaščenec preskrbi izvide potrebnih poročil o poteku ZK-V, treba pa ga je obveščati o pripadajoči korespondenci med predlagateljem in dobaviteljem.

6. O tveganju

6.1 Splošno

6.1.1 ZK-V se v državi dobaviteljici zahteva le, kadar kakovosti ob prejemu ni mogoče zadovoljivo preveriti in kadar so ugotovljena področja tveganja v zvezi s proizvodom ali dobaviteljem. Predlagatelj mora ugotoviti, ali bi ZK-V odpravilo ali zmanjšalo ugotovljeno tveganje in v kakšnem obsegu. ZK-V na izvoru se ne zahteva za postavke z majhnim tveganjem, preproste, komercialne postavke ali postavke majhne vrednosti.

6.1.2 Oceno tveganja je treba opraviti v skladu s postopki ustrezne države.

6.1.3 Napotki glede ocene tveganja so navedeni v Prilogi 2.

7. Smernice za predlagatelja

7.1 Priprava

7.1.1 Splošno

7.1.1.1 Če je po oceni tveganja potrebno ZK-V pri izvoru, se mora predlagatelj prepričati, da so bili izpolnjeni vsi navedeni temeljni pogoji:

- preveriti, da pogodba in pripadajoči dokumenti predvidevajo izvedbo ZK-V, vključno s pravico ZastZK do dostopa v prostore dobaviteljev in ustreznih podizvajalcev. Ti dokumenti naj bodo na razpolago pooblaščenцу v jeziku, za katerega se dogovorita vpleteni stranki;

- preveriti, da je bila zahteva o ustreznem sistemu kakovosti, kot je opisan v AQAP-100, vnesena v pogodbo;

- preveriti, da so bile potrebne določbe o stroških za material, porabljen pri ZK-V, ali o drugih večjih stroških vnesene v pogodbo ali druge ustrezne dogovore;

- preveriti, da so bili dogovori o dovoljenjih za odstopanja in izvetjih vneseni v pogodbo;

- preveriti, da je bila določba o zagotavljanju kakovosti vnesena v pogodbo.

Opomba: Primer ustrezne določbe je: "Za vse zahteve iz te pogodbe velja ZK-V, ki zadovoljuje ali pooblaščenega zastopnika, ki vas bo obvestil o ukrepu ZK-V, ki naj bi bil izveden."

7.1.1.2 Vsakršen korektivni ukrep, ki izhaja iz zgoraj navedenega, je treba izvesti pred formalnim zahtevkom za ZK-V.

7.2 Pooblastitev

7.2.1 Po opravljenem predhodnem delu predlagatelj izpolni zahtevek za zagotavljanje kakovosti s strani vlade (ZahtZK) in ga pošlje skupaj s potrebno pogodbeno dokumentacijo pooblaščenцу.

7.2.2 Predlagatelj mora pravočasno preskrbeti pooblaščenцу vse potrebne informacije, da omogoči pooblaščenцу načrtovanje, pripravo in izvedbo predvidenega ZK-V. Naloge morajo temeljiti na oceni in ovrednotenju tveganja in jih morata skupaj določiti predlagatelj in pooblaščenec. Podrobnim navodilom se je treba izogibati, razen če so značilna za določen postopek in potrebna za zagotovitev kakovosti.

7.2.3 Dovoljenja za odstopanja in izvetja

7.2.3.1 Dokument z navedbo nalog (ZahtZK) mora vsebovati jasna in podrobna navodila za pooblaščenca glede obdelave prošelj za dovoljenja za odstopanja in izvetja.

5. Communications

5.1 The Delegator should be consulted when any arising is judged to have a significant affect on the quality of the product. The Delegatee will provide copies of any GQA progress reports required, and should be informed of relevant correspondence between the Delegator and the contractor.

6. Risk Considerations

6.1 General

6.1.1 GQA in the supplying country will be requested only when quality cannot be satisfactorily verified upon receipt, and where areas of Risk associated with the product or the contractor have been identified. The Delegator should establish whether GQA would eliminate or reduce the identified Risk, and to what extent. GQA at source, of low Risk, simple, commercial or low value items, shall not be Tasked.

6.1.2 Risk evaluation is to be conducted in accordance with National Practices.

6.1.3 Guidances on Risk Evaluation is provided at Appendix 2.

7. Guidelines for Delegator

7.1 Preparation.

7.1.1 General

7.1.1.1 Following Risk assessment, if GQA at source is required the Delegator should then ascertain that all the following prerequisites have been met:

- determine that the contract and related documents provide for the conduct of GQA including the QAR's right of access at the contractors and relevant sub-contractors premises. These documents should be available to the Delegatee in a language agreed by the concerned parties;

- determine the appropriate Quality System requirement, as described in AQAP-100, has been incorporated in the contract;

- determine that necessary stipulations for expenses for material expended in GQA or for other heavy costs have been included in the contract or in other appropriate agreements;

- determine that arrangements for deviation permits and waivers have been incorporated in the contract;

- determine that a quality assurance clause has been incorporated in the contract.

Note: An example of a suitable clause is: "All requirements of this contract are subject to GQA to the satisfaction of or authorised representative, who will notify you of the GQA activity to be performed".

7.1.1.2 Any corrective action arising from the above should be carried out before formally requesting GQA.

7.2 Delegation

7.2.1 Having completed all preliminary work, the Delegator is to complete the Request for Government Quality Assurance (RGQA) and forward it together with the necessary contractual documents to the Delegatee.

7.2.2 The Delegator is responsible for providing the Delegatee with all the necessary information in time to permit the Delegatee to plan, prepare and perform the defined GQA. Tasks are to be based on Risk assessment and evaluation and are to be mutually determined between the Delegator and Delegatee. Detailed instructions are to be avoided unless they are process specific and necessary to assure quality.

7.2.3 Deviation permits and waivers

7.2.3.1 The Tasking document (RGQA) should contain clear and detailed instructions to the Delegatee for the handling of applications for deviation permits and waivers.

7.2.4 Zahtevke za ZK-V Združenega kraljestva in pripadajočo korespondenco je treba poslati na:

Assistant Directorate Procurement Management Policy
(Quality Assurance)
Floor 2
Walnut (10)
MOD Abbey Wood
PO Box 702
Bristol
BS12 7DU
Tel.: 0117-9131774
Faks: 0117-9131924

7.2.5 Zahtevke Združenega kraljestva za ZK-V in pripadajočo korespondenco je treba poslati na:

Ministrstvo za obrambo Republike Slovenije
Uprava za logistiko
Oddelek za standardizacijo
Odsek za kakovost
Kardeljeva ploščad 24
1000 Ljubljana
Tel.: (+386) 61 171 2333
Fax: (+386) 61 171 2521

8. Smernice za pooblaščenca

8.1 Splošno

8.1.1 Informacije o kakovosti v fazi pred pogodbo

8.1.1.2 Obvestilo o sprejetju/zavrnitvi ZahtZK je obrazec ZahtZK, ki ga podpiše pooblaščenec in je vrnjen predlagatelju.

8.1.1.3 Po sprejetju ZahtZK pooblaščenec pregleda "naloge" in preskrbi predlagatelju predlagani načrt nadzora s podrobnostmi o ukrepih, načrtovanih v odgovor na zadolžitve.

8.1.1.4 Ker se med ukrepanjem za ZK-V tveganja odpravljajo ali zmanjšujejo na minimum oziroma ker se pojavljajo nova, je treba obveščati predlagatelja, tako da je mogoče temu ustrezno spremeniti "naloge".

8.1.2 Zastopnik za zagotavljanje kakovosti (ZastZK)

8.1.2.1 Osrednji državni organ za ZK-V bo preskrbel ZastZK pooblastila in sredstva, potrebna za izpolnitev zahtevka. Za to imenovani ZastZK naj bi bil praviloma seznanjen z ustreznimi industrijskimi postopki in tehnikami in imel potrebno znanje in izkušnje.

8.1.3 Proučitev ZahtZK in pogodba

8.1.3.1 Za ustrezno načrtovanje izvedbe vložnega ZahtZK je bistveno, da je imenovani ZastZK seznanjen z zahtevami v pogodbi in pripadajoči dokumentaciji. Ob prejemu je treba ZahtZK temeljito proučiti zaradi določitve potrebnih ukrepov nadzora.

8.1.3.2 ZastZK naj dokumentira rezultate pregleda ZahtZK in vključi vse pomembne dejavnike v zvezi s kakovostjo in izvedbo ZK-V. Morebitne nerazrešene zadeve, neskladnosti ali odstopanja, ki so ugotovljena, je treba sporočiti predlagatelju.

8.2 Načrtovanje ZK-V (glej Prilogo 3)

8.2.1 Splošno

8.2.1.1 Namen načrtovanja je določiti najučinkovitejše in ekonomične načine izvajanja ZK-V. Izvedbo ZK-V je treba sporočiti po sprejemu ZahtZK in pri tem upoštevati dobaviteljeve predlagane ali ustaljene aranžmaje glede zagotavljanja kakovosti.

8.2.1.2 Na ukrepe ZK-V lahko vpliva tudi dejstvo, da lahko za podobne proizvode zahtevajo ZK-V različni predlagatelji. Zato lahko načrtovanje vključuje skupinski nadzor.

8.2.1.3 Med izvajanjem pogodbe naj bo ZastZK pozoren na spremembe pogojev, ki bi lahko negativno vplivali na

7.2.4 Requests for UK GQA, and associated correspondence, will be sent to:

Assistant Directorate Procurement Management Policy
(Quality Assurance)
Floor 2
Walnut (10)
MOD Abbey Wood
PO Box 702
Bristol
BS12 7DU
Tel: 0117-9131774
Fax: 0117-9131924

7.2.5 UK requests for GQA and associated correspondence, will be sent to:

Ministrstvo za obrambo
Uprava za logistiko
Oddelek za standardizacijo

Kardeljeva ploscad 24
1000 Ljubljana
Tel: 61 171 2333
Fax: 61 171 2521

8. Guidelines for Delegatee

8.1 General

8.1.1 Pre-contract quality information.

8.1.1.2 Notification of acceptance/rejection of the RGQA is indicated by the return of the RGQA form, signed by the Delegatee, to the Delegator.

8.1.1.3 After acceptance of the RGQA, the Delegatee will review the "Tasks", and provide the Delegator with a proposed surveillance plan detailing the planned response to the Tasked activities.

8.1.1.4 As Risks are eliminated and minimised during GQA activity, or new Risks appear, the Delegator should be advised so that if necessary, a "Task" amendment can be issued accordingly.

8.1.2 Quality Assurance Representative (QAR)

8.1.2.1 The National GQA Focal Point will arrange for a QAR with the authority and resources necessary to satisfy the request. The QAR assigned to this should normally be familiar with the industrial practices and techniques involved, and have the necessary competence and experience.

8.1.3 Review of RGQA and contract

8.1.3.1 To properly plan for the performance of the requested RGQA it is essential that the assigned QAR has knowledge of the requirements of the contract and related documents. The RGQA should thoroughly reviewed upon receipt to establish the necessary surveillance actions.

8.1.3.2 The QAR should document the results of the RGQA review and should include all significant factors pertaining to quality and the performance of GQA. Any unresolved matters, non-conformance or discrepancies noted should be communicated to the Delegator.

8.2 Planning GQA (see Appendix 3)

8.2.1 General

8.2.1.1 The purpose of planning is to decide how GQA can most effectively and economically be performed. GQA implementation should be initiated after acceptance of the RGQA, and should take into account the contractor's proposed or established QA arrangements.

8.2.1.2 GQA activity may also be influenced by the fact that similar products are being subjected to GQA requests by difference Delegators. Planning can therefore include a group surveillance activity.

8.2.1.3 During the course of the contract performance, the QAR should remain alert to changes of conditions which

spremembe. Na vse potrebne spremembe je treba opozoriti predlagatelja zaradi možne spremembe zastavljenih nalog v ZahtZK.

8.2.1.4 Če bi pooblaščenec v katerem koli trenutku med trajanjem pogodbe ugotovil, da ne more nadaljevati z ZK-V zaradi neustreznosti dobaviteljevega sistema kakovosti ali proizvoda, mora takoj formalno obvestiti predlagatelja.

8.3. Pooblašcanje za ZK-V pri podizvajalskih pogodbah

8.3.1 ZK-V pri podizvajalcih morajo urediti ZastZK glavnih dobaviteljev po posvetu s predlagateljem. Te dejavnosti lahko pokrivajo ZK-V v državi predlagateljici, državi pooblaščenca ali kaki tretji državi.

8.4 Korektivni in preventivni ukrepi

8.4.1 Kadar predlagatelj obvesti pooblaščenca o kakem neustreznem proizvodu, odkritem ob dostavi ali po njej, se mora pooblaščenec po ustrezni zadolžitvi takoj dogovoriti z dobaviteljem za izvedbo preiskave glede vzroka za neustreznost, da bi določil:

- a. pogodbeni status kakega podobnega proizvoda;
- b. ustrezne korektivne ukrepe;
- c. potrebne ukrepe za preprečitev ponovnega pojavljanja.

8.4.2 Kadar je kak neustrezen proizvod vrnjen dobavitelju v pregled in zahteva predlagatelj udeležbo ZastZK, bo morda treba spremeniti dogovorjene zadolžitve.

8.4.3 Kadar se ZK-V zahteva v zvezi reklamacijami v garancijskem roku, je treba tak ukrep jasno in podrobno opisati v dokumentaciji z zadolžitvami.

8.5 Dovoljenja za odstopanja in izvetja

8.5.1 Prošnje za dovoljenja za odstopanja ali izvetja, o katerih sprejema odločitev predlagatelj, je treba poslati predlagatelju prek ZastZK, ki lahko doda svoje pripombe ali priporočila, kot se zahteva v dogovorjenih zadolžitvah.

8.5.2 Evidenco postopkov ZastZK v zvezi s prošnjami za dovoljenja za odstopanja ali izvetja mora voditi ZastZK zaradi morebitnih kasnejših ukrepov in jo mora na zahtevo dati na razpolago predlagatelju.

8.6 Zaračunavanje stroškov

8.6.1 ZK-V v skladu s tem MOS se izvaja na podlagi povračila stroškov.

8.6.2 Pred izvedbo vsakršnega ZK-V pooblaščenec oceni stroške zahtevanih del in pridobi od predlagatelja soglasje za te stroške pred začetkom del.

8.6.3 Druga možnost, s katero se prihrani čas za pridobitev soglasja je, da se ZK-V v skladu s tem MOS izvede na podlagi povračila 2% vrednosti naročila.

9. Dokončanje ZK-V

9.1 ZK-V je končano, ko ZastZK izpolni vse naloge iz ZahtZK ali ko predlagatelj obvesti pooblaščenca, da je zahteva za ZK-V prenehala.

9.2 ZastZK mora obvestiti predlagatelja o zadovoljivo izpolnjenem ZK-V z vrnitvijo obrazca, prikazanega v Prilogi 4.

9.3 Če se ne zahteva drugače, je treba evidenco o kakovosti v zvezi z ZahtZK hraniti sedem let po končanem ZK-V.

could have an adverse effect on the changes. Any changes necessary should be brought to the attention of the Delegator for possible amendment of the RGQA Tasking arrangement.

8.2.1.4 Should the Delegatee find at any time during the course of the contract that he cannot proceed with GQA because of non-conformance in the contractor's quality system or product, the Delegator should immediately be formally advised.

8.3 Delegation of GQA for subcontracts.

8.3.1 GQA at subcontractors must be arranged by the main contractors QAR in consultation with the Delegator. These activities may cover GQA in the delegating country, the country of the Delegatee, or in a third country.

8.4 Corrective and preventive action.

8.4.1 When the Delegator notifies the Delegatee of non-conforming product found on or subsequent to delivery, the Delegatee should, when Tasked, immediately arrange with the contractor to conduct an investigation into the cause of the non-conformity, to determine:

- a. the status of similar product contract;
- b. the appropriate corrective action;
- c. the action necessary to prevent recurrence.

8.4.2 When a non-conforming product is returned to the contractor for investigation, and the Delegator requires QAR involvement the Tasking arrangements may require amendment.

8.4.3 Where GQA is required in connection with warranty claims, this action must be clearly detailed in the Tasking document.

8.5 Deviation Permits and Waivers.

8.5.1 Applications for deviation permits or waivers which are subject to decisions by the Delegator, should be forwarded to the Delegator via the QAR who may add his comments or recommendations is required by the Tasking arrangement.

8.5.2 Records of all QAR actions pertaining to applications for deviation permits or waivers should be maintained by the QAR for any subsequent action, and should be made available to the Delegator on request.

8.6 Charges

8.6.1 GQA in accordance with this MOU will be performed on a repayment basis.

8.6.2 Before any GQA is performed, the Delegatee will cost the work requested and obtain the Delegator's consent to these costs before starting work.

8.6.3 Alternatively, to save time for consent, GQA in accordance with this MOU will be performed on a repayment basis of 2% of the order value.

9. GQA Completion

9.1 GQA is considered complete when the QAR has completed all of the Tasks in the RGQA, or when the Delegatee is notified by the Delegator that the requirements for GQA has been terminated.

9.2 The QAR should notify the Delegator of the satisfactory completion of the GQA by returning the form shown at Appendix 4.

9.3 Unless otherwise required, the quality records relating to RGQA should be kept for seven years after GQA completion.

**PRILOGA 1
K DODATKU A**

ZAHTEVEK ZA ZAGOTAVLJANJE KAKOVOSTI S STRANI VLADE	ZAPOREDNA ŠT.:
1. Organ izdajatelj (predlagatelj)	2. Posredovati (pooblaščenec)
S TEM SE ZAHTEVA ZAGOTAVLJANJE KAKOVOSTI S STRANI VLADE ZA:	
3. Pogodba vlade št.	4. Št. naročila:
5. Kupec:	6. Dobavitelj (ime in kraj proizvodnje)
7. Opis in kakovost	
8. Naloge v zvezi z zagotavljanjem kakovosti (po potrebi priložiti dodatne liste)	
9. Priloge: Izvodi zgoraj omenjenega naročila	10. Posebne pripombe in/ali navodila (po potrebi priložiti dodatne liste)
11. Tehnični podatki in zahteve glede zagotavljanja kakovosti: so priloženi bo preskrbel dobavitelj kupec	12. Podpis (predlagatelj)
13. Datum:	14. Ime in naziv (položaj)
SKLEP	
15. Zahtevano zagotavljanje kakovosti s strani vlade bo opravljeno z ukrepom, določenim v 17. točki. Sporočila o tehničnih zadevah je treba nasloviti na navedeni organ.	
16. Zgornjega zahtevka ni mogoče sprejeti zaradi razlogov, navedenih v 17. točki.	
17. Predvideni ukrep ali razlogi za zadržke ali zavračanje oziroma sporočilo o posredovanju zahtevka drugemu državnemu organu.	
Naslovljenec pod 2. točko se naproša, da izpolni rubrike 15-20 in vrne en izvod organu izdajatelju (glej točko 1.).	
18. Podpis (pooblaščenec)	
19. Ime in naziv/položaj (z velikimi črkami)	
Datum:	

APPENDIX 1
TO ANNEX A

REQUEST FOR GOVERNMENT QUALITY ASSURANCE	SERIAL NO:
1. Issuing Authority (Delegator)	2. Forward to (Delegate)
GOVERNMENT QUALITY ASSURANCE IS HEREBY REQUESTED FOR:	
3. Government Contract No.	4. Order No:
5. Purchaser:	6. Supplier (Name and Manufacturing Location)
7. Description and Quality	
8. Quality Assurance Tasks (if necessary, attach sheets)	
9. Attached hereto are: Copies of above order	10. Special remarks and/or instructions if necessary, attach sheets
11. Technical data and quality assurance requirement are attached hereto will be furnished by the supplier purchaser	12. Signature (Delegator)
13. Date:	14. Name and title/position
DECISION	
15. The requested Government Quality Assurance will be performed by the activity esignated in 17 below and communication on technical subjects should be addressed to that authority	
16. Above request cannot be accepted due to reasons stated in 17 below	
17. Designated activity or reasons for reservations or non-acceptance or notice of transfer of request to another national authority	
The addressee in 2 above is requested to complete boxes 15-20 and return one copy to the issuing authority (ref 1 above)	
18. Signature (Delegatee)	
19. Name and title/position (Block Capitals)	
Date:	

**PRILOGA 2
K DODATKU A**

**APPENDIX 2
TO ANNEX A**

OCENA TVEGANJA

RISK EVALUATION

Tveganje je lahko: znanstveno tveganje, tehnološko tveganje, tveganje pri tehničnem načrtovanju, tveganje pri dobavi, poslovno tveganje, komercialno tveganje, politično tveganje, tveganje v mednarodnem okviru.

Naslednji dve področji tveganja se zdita vredni obravnave in sta podrobno obdelani kot primera:

Tveganje glede proizvoda in tveganje glede dobavitelja

Pri teh dveh področjih je treba upoštevati različne "datne vidike". Glede na pogodbo je lahko pomemben eden ali več od teh dodatnih vidikov, zato so lahko pri teh različnih vidikih pomembna tale vprašanja:

Tveganje glede proizvoda

Znanstveno tveganje (umestna vprašanja: Bo stvar dejansko delovala? Ali so znanstvena načela preverjena? Je treba preverjena znanstvena načela prenesti na neko velikost/obseg, kjer izkušnje še ne obstajajo? So predvideni tehnični podatki v mejah fizičnih možnosti?).

Tehnološko tveganje (umestna vprašanja: Ali trenutno stanje tehnologije dopušča začetek projekta ob ustrezni ravni tveganja? Je tehnologija zrela, dokazana in na mestu za premostitev praznine na področju modernizacije?).

Tveganje pri tehničnem načrtovanju (umestna vprašanja: Kakšna tveganja so prisotna v procesu tehničnega načrtovanja, potrebnem za konstruiranje, razvoj in proizvodnjo ter preskušanje? Bodo potrebne zmogljivosti v smislu proizvodnih obratov, delovne sile, spretnosti, orodij na razpolago za izvedbo potrebnih dejavnosti? Ali so oblikovani postopki in ustrezni pripomočki glede upravljanja konfiguracije? Ali obstajajo elementi, ki jih ni mogoče v celoti opredeliti v pogodbenih/tehničnih specifikacijah? Kakšna so razhajanja med preskusi za prevzem po pogodbi in delovanjem v predlaganih obratovalnih razmerah?).

Tveganja glede dobavitelja

Tveganje pri dobavi (umestna vprašanja: V kolikšni meri je pogodba odvisna od dobave proizvoda, ki je pomanjkljiva in lahko pri njej pride do omejitev ali prekinitve? Ali obstaja verjetnost, da bodo na razpolago rezervne možnosti za dobavo? Ali je mogoče uporabiti nadomestne materiale in kakšne pogodbene kazni bi povzročila njihova zamenjava?).

Poslovno tveganje (umestna vprašanja: Do kakšnih tveganj lahko pride zaradi obratovalnih razmer, sistema vodenja in odločanja pri dobavitelju? Kakšna je finančna, pravna in upravljalna stabilnost družbe? Kakšna so tveganja pri pogodbah s podizvajalci?).

Risk may be: Scientific Risk, Technological Risk, Engineering Risk Supply Risk, Business Risk, Commercial Risk, Political Risk, International Risk

The following two areas of Risk are considered worthy of consideration and are detailed as examples:

Product Risk and Contractor Risk

In these two areas, difference "sub-aspects" should be considered. Depending on the contract, one or more of these sub-aspects may be important, and the following questions may be relevant to these various aspects:

Product Risks

scientific Risk (relevant questions: Will it actually work? Are the scientific principles proven? Do proven scientific principles need to be extrapolated to a size/extent not previously experienced? Is the specification within the bounds of physical possibility?);

technological Risk (relevant questions: Does the current state of technology allow the project to be undertaken within a satisfactory level of Risk? Is the technology mature, proven and in place to bridge the innovation gap?);

engineering Risk (relevant questions: What are the Risks involved in the engineering processes required to design, develop, manufacture and test? Will the necessary resources in terms of plant, labour, skills, tooling be available to carry out the required activities? Have procedures and facilities been established with respect of configuration management? Are there elements which cannot be completely defined in the contract/technical specification? What discrepancies are there between the contract acceptance test and the proposed service operational environment?)

Contractor Risks

supply Risk (relevant questions: To what degree is the contract dependent on the supply of product which is scarce and/or may be subject to limitation or disruption? Are fallback supply routes likely to be available? Can alternative material be used and what penalties would arise from their substitution?);

business Risk (relevant questions: What Risks may arise from the contractor's operating situation, management system and decision making? What is the financial, legal and management stability of the company? What are sub-contract Risks?).

**PRILOGA 3
K DODATKU A****APPENDIX 3
TO ANNEX A**

NAČRTOVANJE

PLANNING

Upoštevanje načrtovanja kakovosti pri dobavitelju. Pri pripravi programa nadzora ZK-V je treba upoštevati načrtovanje kakovosti pri dobavitelju, da bi bilo mogoče ZK-V dokončati v ustrezni fazi pogodbenih del.

Dosežki dobavitelja glede kakovosti. Poznavanje rezultatov dobavitelja pri prejšnjih pogodbah na področju obrambe je koristno za boljše načrtovanje ZK-V. Razpoložljive podatke prouči ZastZK in jih je treba poslati predlagatelju pri določanju načrta nadzora.

Informacije pred dodelitvijo pogodbe. ZastZK mora, če dobi tako nalogo, pred dodelitvijo pogodbe proučiti in analizirati informacije o ustreznosti dobaviteljevih zmogljivosti in njegovi zmožnosti, da izpolni pogodbene določbe o kakovosti. Posebno pozornost je treba posvetiti področjem, kjer so bile med pregledom ugotovljene pomanjkljivosti in kjer je dobavitelj izrazil svojo namero, da bo pri morebitni dodelitvi pogodbe popravil ali izboljšal svoje zmogljivosti in zmožnosti.

Informacije po dodelitvi pogodbe. Če je po dodelitvi pogodbe ugotovljeno, da dobavitelj ne razume jasno pogodbenih zahtev glede kakovosti, bo morda potrebna po dodelitvi pogodbe konferenca za razjasnitev pogodbenih zahtev in rešitev nesporazumov. Če predlagatelj take dejavnosti za ZK-V ni vključil v začetni zadolžitvi, je treba naloge dopolniti.

Zahteve glede specializiranih inšpekcij. Včasih so v pogodbi določeni preskusi (kot na primer balistični preskusi izstrelkov). Za to je lahko potrebna posebna oprema ali naprave za preskušanje, ki običajno niso na razpolago v obratih dobavitelja. Kadar mu je to naloženo, mora ZastZK tako preverjanje teh dejavnosti upoštevati v programu ZK-V.

Ukrepi ZastZK. Ko so po mnenju ZastZK vsa ugotovljena tveganja odpravljena ali zmanjšana, je treba predlagatelju predlagati zmanjšanje ali prenehanje nadzora.

Paralleling contractor quality planning. The preparation of the GQA surveillance programme should take account of the contractor's quality planning, in order that GQA can be completed at the correct stage of contract activity.

Contractor Quality History. Knowledge of the performance of a contractor on previous defence contracts is advantageous to refine GQA planning. Available data should be reviewed by the QAR and provided to the Delegator when determining the surveillance plan.

Pre-contract award information. When Tasked the QAR should review and analyse and pre-award results pertaining to the adequacy of the contractor's facilities and potential capability to comply with the quality provisions of the contract. Special attention should be given to those areas reported deficient during the survey and where the contractor had indicated his intention to correct or improve his facilities or capabilities in the event of award.

Post-contract-award information. When it is determined after contract award that the contractor does not have a clear understanding of the quality requirements of the contract, a post-award conference may be required to clarify contract requirements and resolve misunderstandings. If this GQA activity has not been included by the Delegator in the initial Task, then a Task amendment will be required.

Specialised inspection requirements. Occasionally tests (such as ballistic testing of ammunition) are contractually specified. This may necessitate the use of specialised test equipment or facilities nor normally available at a contractor's plant. The QAR, when Tasked, should make allowance for the verification of these activities in the GQA programme.

QAR action. When, in the view of the QAR, all identified Risks have been eliminated or reduced, then a proposal should be made to the Delegator to either reduce or discontinue surveillance.

**PRILOGA 4
K DODATKU A****APPENDIX 4
TO ANNEX A**

ZAGOTAVLJANJE KAKOVOSTI S STRANI VLADE POTRDILO O DOKONČANJU	
1. Organ izdajatelj (predlagatelj):	2. Pogodba vlade št.
3. Dobavitelj (ime in kraj proizvodnje)	
4. Opis in kakovost (tudi delni)	
5. S tem potrjujemo, da je bil v okviru določb MOS za navedene dobave (ali) storitve uporabljen postopek zagotavljanja kakovosti s strani vlade (ZK-V).	
6. Služba za zagotavljanje kakovosti s strani vlade (predlagatelj)	
Podpis:	
Datum:	
Ime (tipkopis):	

GOVERNMENT QUALITY ASSURANCE CERTIFICATE OF COMPLETION	
1. Issuing Authority (Delegator):	2. Government Contract No:
3. Supplier (Name and Manufacturing location)	
4. Description and Quality (or part thereof)	
5. This is to certify that within the provisions of the MOU the supplies (or) services identified above have been subject to Government Quality Assurance (GQA)	
6. Government Quality Assurance Service (Delegatee)	
Signature:	
Date:	
Name (Printed):	

3. člen

Za izvajanje memoranduma skrbi Ministrstvo za obrambo Republike Slovenije.

4. člen

Ta uredba začne veljati naslednji dan po objavi v Uradnem listu Republike Slovenije – Mednarodne pogodbe.

Št. 800-11/98-2 (T1)

Ljubljana, dne 16. septembra 1999

Vlada Republike Slovenije

Marjan Podobnik, l. r.
Podpredsednik

70. Uredba o ratifikaciji Programa sodelovanja v izobraževanju, kulturi in znanosti med Vlado Republike Slovenije in Vlado Republike Turčije za leta 1999–2003

Na podlagi tretjega odstavka 63. člena Zakona o zunanjih zadevah (Uradni list RS, št. 1/91-I) izdaja Vlada Republike Slovenije

U R E D B O**O RATIFIKACIJI PROGRAMA SODELOVANJA V IZOBRAŽEVANJU, KULTURI IN ZNANOSTI MED VLADO REPUBLIKE SLOVENIJE IN VLADO REPUBLIKE TURČIJE ZA LETA 1999–2003**

1. člen

Ratificira se Program sodelovanja v izobraževanju, kulturi in znanosti med Vlado Republike Slovenije in Vlado Republike Turčije za leta 1999–2003, podpisan dne 25. maja 1999 v Ankari.

2. člen

Program se v izvorniku v angleškem jeziku in v prevodu v slovenskem jeziku glasi:

P R O G R A M M E
OF COOPERATION IN THE FIELDS
OF EDUCATION, CULTURE AND SCIENCE
BETWEEN THE GOVERNMENT
OF THE REPUBLIC OF SLOVENIA
AND THE GOVERNMENT
OF THE REPUBLIC OF TURKEY
FOR THE YEARS 1999–2003

The Government of the Republic of Slovenia and the Government of the Republic of Turkey, (hereinafter referred to as "the Parties"), endeavouring to strengthen their friendly ties and develop the exchanges in education, culture and science, and in accordance with the Agreement between the Government of the Republic of Slovenia and the Government of the Republic of Turkey on Cooperation in the Fields of Education, Science and Culture, signed on 6 June 1995 in Ankara, have agreed on the following Programme for the years 1999–2003:

I. EDUCATION AND SCIENCE

Article 1

The Parties shall encourage direct cooperation between their respective institutions of higher education and research institutes.

Article 2

The Parties shall encourage participation of scientists in symposia, seminars and congresses to be held in their respective countries.

Article 3

The Parties shall examine the possibility of introducing the teaching of the language and culture of the other country in their respective educational institutions.

Article 4

The Parties shall support the exchange of experts and experience in the field of education during the validity of this Programme on direct and reciprocal basis.

Article 5

The Parties shall strive to objectively present the history and geography of the other country in the textbooks of primary and secondary education in the spirit and in accordance with the goals of UNESCO and of the Council of Europe.

P R O G R A M
SODELOVANJA V IZOBRAŽEVANJU, KULTURI
IN ZNANOSTI MED VLADO REPUBLIKE
SLOVENIJE IN VLADO REPUBLIKE TURČIJE
ZA LETA 1999–2003

Vlada Republike Slovenije in Vlada Republike Turčije (v nadaljnjem besedilu pogodbenici) sta se v želji, da bi okrepili prijateljske vezi in razvijali izmenjavo v izobraževanju, kulturi in znanosti, ter v skladu s Sporazumom med Vlado Republike Slovenije in Vlado Republike Turčije o sodelovanju v izobraževanju, znanosti in kulturi, podpisanim 6. junija 1995 v Ankari, dogovorili o naslednjem programu za leta 1999–2003:

I. IZOBRAŽEVANJE IN ZNANOST

1. člen

Pogodbenici spodbujata neposredno sodelovanje med svojimi visokošolskimi institucijami in raziskovalnimi inštituti.

2. člen

Pogodbenici spodbujata udeležbo znanstvenikov na simpozijih, seminarjih in kongresih, ki bodo potekali v obeh državah.

3. člen

Pogodbenici proučita možnost uvedbe poučevanja jezika in kulture druge države v svojih izobraževalnih ustanovah.

4. člen

Med veljavnostjo tega programa obe pogodbenici na podlagi vzajemnosti podpirata izmenjavo strokovnjakov in izkušenj s področja izobraževanja.

5. člen

Pogodbenici se zavzemata za objektivno predstavitev zgodovine in zemljepisa druge države v učbenikih osnovnošolskega in srednješolskega izobraževanja v duhu in v skladu s cilji Unesca in Sveta Evrope.

In this regard, the Parties shall exchange atlases, geography and history textbooks of primary and secondary schools and shall exchange their reviews, remarks and comments on these materials.

Article 6

The Parties shall encourage the participation of primary, secondary school and university students in international educational, cultural and sport activities which shall be held in their respective countries.

Article 7

The Parties shall encourage the exchange of information and documentation with a view to facilitating the recognition and equivalence of the certificates, diplomas, degrees and academic titles issued by their competent authorities in accordance with their respective national legislations.

Article 8

The Parties shall inform each other about the scholarship programmes for foreign citizens and enable the exchange of scholarships in accordance with their respective national legislations.

The Slovene Party shall each two (2) years grant to the Turkish Party scholarships for a period of up to six (6) months for individual postgraduate studies.

Article 9

The Parties shall annually exchange at least one (1) scholarship for participation in the "Seminar of the Slovene language, literature and culture" in Ljubljana and for summer courses of the Turkish language and culture in the Republic of Turkey.

Article 10

The Turkish Party shall annually grant to the Slovene Party two (2) research scholarships for a period of eight (8) months each.

Article 11

The Parties agree to mutually invite each other's scientists to the scientific meetings to be held in their respective countries.

Article 12

The Parties shall exchange books, periodicals and microfilms among their respective libraries.

Article 13

The Parties shall encourage their mutual participation in symposia, congresses, conferences, etc. to be held in their respective countries with a view to enhance cooperation in the field of libraries.

Article 14

The Parties agree to encourage their experts and scholars to conduct researches in their respective archives and libraries, in accordance with their national legislations.

Article 15

The Parties shall encourage cooperation between the General Directorate of State Archives of the Republic of Turkey, and the "Archives of the Republic of Slovenia" in accordance with their respective legislations, the international practice in the field of archives and mutual interests.

V zvezi s tem pogodbenici izmenjujeta atlase, zemljepisne in zgodovinske učbenike za osnovne in srednje šole in izmenjujeta ocene, opombe in razlage o teh gradivih.

6. člen

Pogodbenici spodbujata sodelovanje učencev osnovnih in srednjih šol ter študentov univerz pri mednarodnih izobraževalnih, kulturnih in športnih dejavnostih, ki bodo potekale v obeh državah.

7. člen

Pogodbenici spodbujata izmenjavo informacij in dokumentacije z namenom, da bi pristojnim oblastem olajšali priznavanje in enakovrednost spričeval, diplom in akademskih naslovov v skladu s svojo notranjo zakonodajo.

8. člen

Pogodbenici se obveščata o programih štipendij za tuje državljane in omogočata izmenjavo štipendij v skladu s svojo notranjo zakonodajo.

Slovenska pogodbenica vsaki dve (2) leti podeli turški pogodbenici štipendijo za obdobje do šest (6) mesecev za individualni podiplomski študij.

9. člen

Pogodbenici letno izmenjata vsaj eno (1) štipendijo za udeležbo na seminarju slovenskega jezika, književnosti in kulture v Ljubljani in za poletne tečaje turškega jezika in kulture v Republiki Turčiji.

10. člen

Turška pogodbenica letno ponudi slovenski pogodbenici dve (2) raziskovalni štipendiji za obdobje vsakokrat po osem (8) mesecev.

11. člen

Pogodbenici se strinjata, da vzajemno povabita znanstvenike druge države na znanstvena srečanja, ki bodo potekala v obeh državah.

12. člen

Pogodbenici med svojimi knjižnicami izmenjujeta knjige, revije in mikrofilme.

13. člen

Pogodbenici spodbujata vzajemno udeležbo na simpozijih, kongresih, konferencah itd., ki bodo potekali v njihovih državah z namenom, da poglobita sodelovanje med knjižnicami.

14. člen

Pogodbenici se strinjata, da je treba spodbujati strokovnjake in štipendiste, da opravljajo raziskave v arhivih in knjižnicah svojih držav, v skladu z notranjo zakonodajo.

15. člen

Pogodbenici spodbujata sodelovanje med Splošnim direktoratom Državnih arhivov Republike Turčije in Arhivom Republike Slovenije v skladu z njuno notranjo zakonodajo, mednarodno prakso na področju arhivov in skupnimi interesi.

To this end, the Parties will also encourage the signing of a Protocol of Cooperation between their aforementioned institutions.

II. CULTURE

Article 16

The Parties shall promote contacts between their respective institutions in the fields of arts and culture through diplomatic channels.

Article 17

The Parties shall encourage cooperation between the Department of Archaeology of the Faculty of Arts of the University of Ljubljana and the Prehistoric Archaeology Department of the Istanbul University.

Article 18

The Parties shall inform each other about festivals and other important cultural events in their respective countries.

The Slovene side shall invite the Turkish artists to:

– The International Graphic Biennial to be held in Ljubljana in 2001

– The International Writers' Meeting (PEN)

– The international writers' meeting at Vilenica

The Turkish side shall invite the Slovene artists to:

– The Istanbul Biennial

– The Istanbul Music Festival

– The Ankara Music Festival

Article 19

The Parties shall encourage cooperation between their competent authorities in the field of cinema. The cooperation will be extended to national film archives and film festivals of both countries. The Parties express their interest in presenting their films in international film festivals to be held in their respective countries.

Article 20

During the validity of this Programme, the Parties shall organise film days, to which one to three (1-3) experts will be invited for a period of five (5) days. The details will be arranged between the competent institutions of the two countries.

Article 21

The Parties shall exchange cultural and documentary exhibitions.

The Parties shall encourage the organization of art exhibitions including photographic exhibitions for a period of twenty (20) days accompanied by one (1) exhibition commissioner.

Article 22

The Parties shall encourage translation and publication of each other's literary works in order to mutually promote their respective literature.

For this purpose, they shall exchange two (2) experts in this field (translator or publisher) for a visit up to seven (7) days, during the validity of this Programme.

Article 23

The Parties shall inform each other about international book fairs to be organized in their respective countries.

V ta namen bosta pogodbenici spodbujali tudi podpis protokola o sodelovanju med omenjenima ustanovama.

II. KULTURA

16. člen

Pogodbenici spodbujata stike med svojimi ustanovami v umetnosti in kulturi po diplomatski poti.

17. člen

Pogodbenici spodbujata sodelovanje med Oddelkom za arheologijo Filozofske fakultete Univerze v Ljubljani in Oddelkom za prazgodovinsko arheologijo Univerze v Istanbulu.

18. člen

Pogodbenici se obveščata o festivalih, tekmovanjih in drugih pomembnih kulturnih prireditvah, ki bodo potekale v njihovih državah.

Slovenska stran povabi turške umetnike na:

– Mednarodni grafični bienale, ki bo potekal v Ljubljani leta 2001,

– Mednarodno pisateljsko srečanje PEN,

– Mednarodno srečanje pisateljev "Vilenica".

Turška stran povabi slovenske umetnike na:

– Istanbulski bienale,

– Istanbulski glasbeni festival,

– Glasbeni festival v Ankari.

19. člen

Pogodbenici spodbujata sodelovanje med pristojnimi organi na področju kinematografov. Sodelovanje bo razširjeno na nacionalne filmske arhive in filmske festivale obeh držav. Pogodbenici izražata zanimanje za predvajanje filmov na mednarodnih filmskih festivalih, ki bodo potekali v obeh državah.

20. člen

Med veljavnostjo tega programa pogodbenici organizirata filmske dneve, na katere bodo povabljene ena do tri (1-3) osebe za pet (5) dni. O podrobnostih se bodo dogovorile ustrezne institucije obeh držav.

21. člen

Pogodbenici izmenjata kulturne in dokumentarne razstave.

Pogodbenici spodbujata organiziranje umetniških razstav vključno s fotografskimi razstavami za dvajset (20) dni, ki jih spremlja en (1) pooblaščenec za razstave.

22. člen

Pogodbenici spodbujata prevajanje in izdajanje književnih del druge države, da bi tako podpirali književnost obeh držav.

V ta namen bosta med veljavnostjo tega programa izmenjali dva (2) strokovnjaka s tega področja (prevajalec ali založnik) za obisk do sedem (7) dni.

23. člen

Pogodbenici se obveščata o mednarodnih knjižnih sejmih, ki bodo potekali v obeh državah.

Article 24

During the validity of this Programme, the Slovene Writers' Association will prepare a short anthology of the outstanding achievements of the modern Slovene literature to be published in the leading Turkish literary newspapers and magazines, and the Turkish Party will prepare a similar anthology of modern Turkish literature to be published in the leading Slovene literary magazines and newspapers.

Article 25

The Parties shall exchange two (2) experts for a period of one (1) week in the fields of history of arts, archaeology, museology and restoration of historical monuments during the validity of this Programme.

Article 26

The Parties shall encourage cooperation in protecting, preserving and conserving their cultural heritage and restoration of cultural and historical monuments as well as the cooperation in combating the illicit trafficking of cultural properties in accordance with their respective national laws and regulations and international instruments in force.

Article 27

The Parties shall invite each other's scholars and experts to the scientific meetings in the field of folk culture which will be held in their respective countries.

III. INTELLECTUAL PROPERTY RIGHTS

Article 28

The Parties shall inform each other of the international conferences, panel discussions, symposia etc. to be organized in their respective countries in the field of intellectual property rights.

Article 29

The Parties shall exchange publications and documents concerning their respective regulations of intellectual property.

Article 30

The Parties shall inform each other about the settlement of disputes stemming from the implementation of their respective intellectual property rights systems.

IV. SCIENCE AND TECHNOLOGY

Article 31

The Parties shall encourage the conclusion of an agreement between the Government of the Republic of Turkey and the Government of the Republic of Slovenia in the field of science and technology.

Article 32

The Parties shall encourage direct cooperation between the Slovene and Turkish scientific and research institutes, such as:

1. The Institute of Chemistry in Ljubljana and the University of Ankara;

24. člen

Med veljavnostjo tega programa bo Društvo slovenskih pisateljev pripravilo kratko antologijo najboljših dosežkov sodobne slovenske književnosti za objavo v uveljavljenih turških literarnih časopisih in revijah, turška pogodbenica pa bo pripravila podobno antologijo sodobne turške književnosti za objavo v uveljavljenih slovenskih literarnih revijah ali časopisih.

25. člen

Med veljavnostjo tega programa pogodbenici izmenjata dva (2) strokovnjaka za en (1) teden s področja zgodovine umetnosti, arheologije, muzeologije in restavriranja zgodovinskih spomenikov.

26. člen

Pogodbenici spodbujata sodelovanje pri varovanju in ohranjanju svoje kulturne dediščine in restavriranju kulturnih in zgodovinskih spomenikov ter sodelovanje pri preprečevanju nezakonitega trgovanja s kulturnimi dobrinami v skladu s svojim notranjim pravom in predpisi ter veljavnimi mednarodnimi instrumenti.

27. člen

Pogodbenici povabita znanstvenike in strokovnjake druge države na znanstvena srečanja s področja ljudske kulture, ki bodo potekala v obeh državah.

III. PRAVICE INTELEKTUALNE LASTNINE

28. člen

Pogodbenici se obveščata o mednarodnih konferencah, okroglih mizah, simpozijih itd., ki bodo organizirani v njihovih državah na področju pravic intelektualne lastnine.

29. člen

Pogodbenici izmenjata publikacije in dokumente v zvezi s predpisi na področju pravic intelektualne lastnine obeh držav.

30. člen

Pogodbenici se obveščata o reševanju sporov, ki izhajajo iz izvajanja predpisov o pravicah intelektualne lastnine.

IV. ZNANOST IN TEHNOLOGIJA

31. člen

Pogodbenici spodbujata sklenitev sporazuma med Vlado Republike Turčije in Vlado Republike Slovenije s področja znanosti in tehnologije.

32. člen

Pogodbenici spodbujata neposredno sodelovanje med turškimi in slovenskimi znanstvenimi in raziskovalnimi institucijami, kot so:

1. Kemijski inštitut v Ljubljani in Univerza v Ankari,

2. The Geology Department of the Ege University, Izmir; the Geology Department of the Cumhuriyet University, Sivas, and M.T.A. (Mineral Research Institute) in Ankara and Ivan Rakovec Institute of Paleontology at the Scientific Research Centre of the Slovenian Academy of Sciences and Arts in Ljubljana;

3. The Faculty of Pharmacy at the University of Hacettepe, Ankara and Jožef Stefan Institute in Ljubljana.

2. Univerza Ege v Izmirju, Oddelek za geologijo; Univerza Cumhuriyet, Oddelek za geologijo, Sivas in M.T.A. (Inštitut za raziskavo mineralov), Ankara, in Paleontološki inštitut Ivana Rakovca pri Znanstvenoraziskovalnem centru Slovenske akademije znanosti in umetnosti, Ljubljana

3. Univerza Hacettepe Ankara, Fakulteta za farmacijo, in Institut Jožef Stefan, Ljubljana.

V. YOUTH AND SPORTS

Article 33

The Parties shall encourage direct cooperation between their respective youth and sports organisations and participate in sport events which will be held in both countries.

V. MLADINA IN ŠPORT

33. člen

Pogodbenici spodbujata neposredno sodelovanje med svojimi mladinskimi in športnimi organizacijami in sodelujeta pri športnih dejavnostih, ki bodo potekale v obeh državah.

VI. MASS MEDIA

Article 34

The Parties shall encourage cooperation between their respective public service television and radio organisations, with a view to exchange television and radio programmes.

VI. JAVNA OBČILA

34. člen

Pogodbenici spodbujata sodelovanje med svojimi nacionalnimi televizijskimi in radijskimi organizacijami zaradi izmenjave televizijskih in radijskih programov.

Article 35

The Parties express their satisfaction with regards to laying an appropriate ground for all kinds of cooperation between their respective radio and television institutions considering their membership to the European Radio and Television Union.

35. člen

Pogodbenici izražata zadovoljstvo v zvezi z ustreznimi pogoji za vse vrste sodelovanja med svojimi radijskimi in televizijskimi institucijami ob upoštevanju njihovega članstva v Evropski radijski in televizijski zvezi.

Article 36

The Parties shall encourage cooperation between newspapers, press agencies and other information services of both countries in order to promote the exchange of information and materials to be published.

36. člen

Pogodbenici spodbujata sodelovanje med časopisnimi, tiskovnimi agencijami in drugimi informacijskimi službami obeh držav za spodbujanje izmenjave informacij in gradiv za objavo.

Article 37

The Parties shall promote the exchange of information related to the political, economic, cultural and social life in their respective countries in order to obtain a deeper mutual knowledge.

37. člen

Pogodbenici spodbujata izmenjavo informacij v zvezi s političnim, gospodarskim, kulturnim in družabnim življenjem v svojih državah, da bi se tako bolje seznanili z drugo državo.

VII. OTHER FORMS OF COOPERATION

Article 38

The Parties shall promote cooperation in the fields of culture, science and education within the framework of UNESCO, European Union, Council of Europe and other international organisations.

VII. DRUGE OBLIKE SODELOVANJA

38. člen

Pogodbenici spodbujata sodelovanje v kulturi, znanosti in vzgoji v okviru Unesca, Evropske unije, Sveta Evrope in drugih mednarodnih organizacij.

VIII. GENERAL AND FINANCIAL PROVISIONS

Article 39

The scholarships granted by the Turkish Party in 1999 will cover the following items on the basis of reciprocity:

VIII. SPLOŠNE IN FINANČNE DOLOČBE

39. člen

Štipendije, ki jih ponudi turška pogodbenica v letu 1999, bodo na podlagi vzajemnosti pokrivala naslednje:

a. Scholarships offered by the Turkish Party:

	For the first half of the year	For the second half of the year
For research	26,000.000 T.L.	30,000.000 T.L.
Summer courses	26,000.000 T.L.	30,000.000 T.L. per months

b. Enrollment expenses, tuition fees, short-term medical treatment.

c. For research scholarships 6,400.000 T.L. for residence permit expenses annually.

Scholarship allowances will be adjusted every year in accordance with the cost of living.

The Slovenian Party shall provide:

a. For scholarships of one month or longer, accommodation and a monthly allowance of 60.000 SIT,

b. For study trips of one month or shorter, free accommodation and a daily allowance of 3.500 SIT,

c. For summer courses, free accommodation, meals, tuition and a monthly grant of 10.800 SIT per week.

The cost of travel to the capital city of the Receiving Party shall be borne by the Sending Party. Travel within the Receiving Party shall be borne by Receiving party.

Article 40

With regard to the exchange of persons for short periods of time (not exceeding 15 days), travel expenses shall be covered by the Sending Party, and board and lodging by the Receiving Party in accordance with their internal regulations.

Article 41

With regard to the exchange of scholarship holders, the Receiving Party shall provide scholarship, student accommodation and basic health insurance and cover other expenses related to the implementation of the study programme in accordance with the regulations in force.

Article 42

The Parties shall inform each other in time about the deadlines for application, provision and submission of necessary documentation and financial and other conditions, relating to the invitation and acceptance of candidates.

Article 43

With regard to the exchange of exhibitions, the following conditions shall apply:

a) The Sending Party shall cover the expenses of transporting the exhibition to its first location and the expenses of transporting the exhibition back from its last location in the Receiving Party;

b) The Receiving Party shall cover the expenses of transporting the exhibition to other locations on its territory and the costs of installing the exhibition, printing of publicity material and catalogues or pamphlets;

c) The Sending Party shall cover the insurance costs of the exhibition in accordance with the "nail-to-nail" principle;

d) In case of damage incurred to the objects sent by the Sending Party, the Receiving Party shall provide the Sending Party with all necessary documentation, in order to enable the latter to pursue its claim for compensation with the relevant insurance company. The restoration is not permitted unless the Sending Party gives its explicit consent;

a. štipendije, ki jih ponudi turška pogodbenica

	za prvo polovico leta	za drugo polovico leta
za raziskave	26,000.000 T.L.	30.000.000 T.L. mesečno
poletni tečajji	26.000.000 T.L.	30.000.000 T.L. mesečno

b. stroški vpisa, šolnina, kratkotrajno zdravljenje,

c. za raziskovalne štipendije 6.400.000 T.L. za dovoljenje za bivanje,

Štipendije se prilagajajo vsako leto v skladu s stroški bivanja.

Slovenska pogodbenica ponudi:

a. za enomesečne ali daljše štipendije, nastanitev in mesečno nadomestilo 60.000 SIT,

b. za enomesečne ali krajše študijske izlete, brezplačno nastanitev in dnevnic 3.500 SIT,

c. za poletne tečaje, brezplačno nastanitev, obroke, šolanje in mesečno nadomestilo 10.800 SIT tedensko.

Stroške potovanja v glavno mesto pogodbenice sprejemnice krije pogodbenica pošiljateljica. Potovanja v državi gostiteljici krije pogodbenica sprejemnica.

40. člen

Pri izmenjavah oseb za krajša obdobja (do 15 dni) pogodbenica pošiljateljica krije potne stroške, pogodbenic sprejemnica pa stroške bivanja v skladu s svojimi notranjimi predpisi.

41. člen

Pri izmenjavah štipendistov pogodbenica sprejemnica zagotovi štipendijo, namestitev v študentskem domu in osnovno zdravstveno zavarovanje ter krije druge stroške v zvezi z izvajanjem študijskega programa v skladu z veljavnimi predpisi.

42. člen

Pogodbenici se medsebojno pravočasno obveščata o rokih za prijave, dokumentaciji ter finančnih in drugih pogojih glede vabil in sprejemanja kandidatov.

43. člen

Za izmenjavo razstav veljajo naslednji pogoji:

a) država pošiljateljica krije stroške prevoza razstave do prvega kraja, kjer bo razstava, in stroške prevoza razstave nazaj iz zadnjega kraja v državi sprejemnici,

b) država sprejemnica krije stroške prevoza razstave na druge kraje na svojem ozemlju ter stroške postavitve razstave, tiskanja publikacij, gradiva in katalogov ali brošur,

c) država pošiljateljica krije stroške zavarovanja razstave po načelu od žebļa do žebļa,

d) če se predmeti, ki jih pošilja država pošiljateljica, poškodujejo, država sprejemnica državi pošiljateljici priskrbi vso potrebno dokumentacijo, da ta lahko uveljavi odškodninski zahtevek pri ustrezni zavarovalnici. Restavriranje ni dovoljeno, razen če država pošiljateljica tega izrecno ne dovoli,

e) The costs of collecting data and information shall be covered by the Receiving Party;

f) The Receiving Party shall provide all necessary security for the exhibition;

g) Costs of accommodation for experts accompanying the exhibition shall be covered by the Receiving Party;

h) The Sending Party shall forward all necessary catalogue material to the Receiving Party at least three months prior to the opening of the exhibition unless otherwise agreed by the Parties;

i) The abovementioned conditions, regulating the exchange of exhibitions, do not apply to those major exhibitions for which special agreements will be concluded by the Parties.

Article 44

The Sending Party shall provide all necessary information for organizing visits and all documents relating to the exhibitions at least two months prior to the planned activity.

Article 45

The expenses relating to the exchanges of soloists, performers, directors, etc. shall be dealt with according to the direct agreements to be made by the Parties.

The Receiving Party shall cover board and lodging as well as domestic travel expenses of the artists and experts' visits not exceeding three (3) months.

Article 46

All other questions that may arise in the course of the implementation of this Programme shall be settled through diplomatic channels.

Article 47

The provisions of this Programme do not preclude the consideration of other exchanges or programmes to be mutually agreed through diplomatic channels.

Article 48

This Programme shall enter into force on the day of the exchange of Diplomatic Notes confirming the approval of this document. It shall be provisionally applied as of the date of its signing and shall remain in force until a new Programme is signed.

Done in Ankara on 25 May 1999 in two original copies in the English language.

For the Government
of the Republic of Slovenia
Tanja Oreš Šturm (s)

For the Government
of the Republic of Turkey
Ugurtan Akinci (s)

e) stroške, ki nastanejo pri zbiranju podatkov in informacij, krije država sprejemnica,

f) država sprejemnica zagotovi vso potrebno varnost za razstavo,

g) stroške nastanitve strokovnjakov, ki spremljajo razstavo, krije država sprejemnica,

h) država pošiljateljica pošlje vse potrebno gradivo za katalog vsaj tri mesece pred odprtjem razstave, razen če se pogodbenici ne dogovorita drugače,

i) omenjeni pogoji za izmenjavo razstav ne veljajo za tiste razstave, za katere pogodbenici skleneta posebne sporazume.

44. člen

Pogodbenica pošiljateljica priskrbi vse potrebne informacije za organizacijo obiska in vse dokumente v zvezi z razstavo vsaj dva meseca pred načrtovano dejavnostjo.

45. člen

Stroški v zvezi z izmenjavami solistov, nastopajočih, režiserjev itd. se obravnavajo v skladu z dogovori, ki jih skleneta pogodbenici.

Pogodbenica sprejemnica krije umetnikom in strokovnjakom nastanitev in potne stroške znotraj države za obiske, ki niso daljši od treh (3) mesecev.

46. člen

Vsa druga vprašanja, ki se pojavijo med izvajanjem tega programa, se rešujejo po diplomatski poti.

47. člen

Določbe tega programa ne preprečujejo možnosti, da bi se pogodbenici dogovorili o drugih izmenjavah ali programih po diplomatski poti.

48. člen

Ta program začne veljati na dan izmenjave diplomatskih not, ki potrjujeta odobritev tega dokumenta. Začasno se uporablja od dne podpisa in velja do podpisa novega programa.

Sestavljeno v Ankari 25. maja 1999 v dveh izvornikih v angleškem jeziku.

Za Vlado
Republike Slovenije
Tanja Oreš Šturm l.r.

Za Vlado
Republike Turčije
Ugurtan Akinci l.r.

3. člen

Za izvajanje tega programa skrbijo Ministrstvo za zunanje zadeve, Ministrstvo za kulturo, Ministrstvo za šolstvo in šport ter Ministrstvo za znanost in tehnologijo.

4. člen

Ta uredba začne veljati naslednji dan po objavi v Uradnem listu Republike Slovenije – Mednarodne pogodbe.

Št. 681-15/99-3 (T1)

Ljubljana, dne 16. septembra 1999

Vlada Republike Slovenije

Marjan Podobnik, l. r.
Podpredsednik

– **Obvestilo o začetku veljavnosti mednarodnih pogodb**

O B V E S T I L O **o začetku veljavnosti mednarodnih pogodb**

Dne 12. maja 1999 je začel veljati Sporazum med Vlado Republike Slovenije in Vlado Združenega kraljestva Velike Britanije in Severne Irske o zaščiti in spodbujanju vlaganj, sklenjen dne 3. julija 1996 in objavljen v Uradnem listu Republike Slovenije – Mednarodne pogodbe, št. 5/99 (Uradni list Republike Slovenije, št. 20/99).

Dne 20. septembra 1999 je začela veljati Konvencija med Republiko Slovenijo in Republiko Makedonijo o izogibanju dvojnega obdavčenja v zvezi z davki na dohodek in premoženje, sklenjena dne 15. maja 1998 in objavljena v Uradnem listu Republike Slovenije – Mednarodne pogodbe, št. 6/99 (Uradni list Republike Slovenije, št. 22/99).

Ministrstvo za zunanje zadeve
Republike Slovenije

VSEBINA

- | | |
|--|-----|
| 68. Uredba o ratifikaciji Sporazuma med Upravo Republike Slovenije za jedrsko varnost (URSVJ) in Jedrsko regulatorno komisijo Združenih držav Amerike (US NRC) o izmenjavi tehničnih informacij in sodelovanju na področju jedrske varnosti | 941 |
| 69. Uredba o ratifikaciji Memoranduma o soglasju (MOS) med Ministrstvom za obrambo Republike Slovenije, ki ga zastopa minister za obrambo, in Ministrstvom za obrambo Združenega kraljestva Velike Britanije in Severne Irske, ki ga zastopa državni sekretar za obrambo, o sodelovanju na področju obrambnega materiala | 950 |
| 70. Uredba o ratifikaciji Programa sodelovanja v izobraževanju, kulturi in znanosti med Vlado Republike Slovenije in Vlado Republike Turčije za leta 1999–2003 | 965 |
| – Obvestilo o začetku veljavnosti mednarodnih pogodb | 965 |

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