


# Uradni list

## Republike Slovenije



# Mednarodne pogodbe

Internet: <http://www.uradni-list.si>

e-mail: [info@uradni-list.si](mailto:info@uradni-list.si)

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### 93. Zakon o ratifikaciji Sporazuma o mednarodnem cestnem prevozu med Vlado Republike Slovenije in Vlado Kraljevine Španije (BESMCP)

Na podlagi druge alineje prvega odstavka 107. člena in prvega odstavka 91. člena Ustave Republike Slovenije izdajam

#### U K A Z

### O RAZGLASITVI ZAKONA O RATIFIKACIJI SPORAZUMA O MEDNARODNEM CESTNEM PREVOZU MED VLADO REPUBLIKE SLOVENIJE IN VLADO KRALJEVINE ŠPANIJE (BESMCP)

Razgllašam Zakon o ratifikaciji Sporazuma o mednarodnem cestnem prevozu med Vlado Republike Slovenije in Vlado Kraljevine Španije (BESMCP), ki ga je sprejel Državni zbor Republike Slovenije na seji 25. novembra 1999.

Št. 001-22-174/99  
Ljubljana, 3. decembra 1999

Predsednik  
Republike Slovenije  
**Milan Kučan** l. r.

#### Z A K O N

### O RATIFIKACIJI SPORAZUMA O MEDNARODNEM CESTNEM PREVOZU MED VLADO REPUBLIKE SLOVENIJE IN VLADO KRALJEVINE ŠPANIJE (BESMCP)

#### 1. člen

Ratificira se Sporazum o mednarodnem cestnem prevozu med Vlado Republike Slovenije in Vlado Kraljevine Španije, podpisan 16. 11. 1995 v Madridu.

#### 2. člen

Sporazum se v izvorniku v slovenskem in angleškem jeziku glasi:\*

#### S P O R A Z U M

### O MEDNARODNEM CESTNEM PREVOZU MED VLADO REPUBLIKE SLOVENIJE IN VLADO KRALJEVINE ŠPANIJE

Republika Slovenija in Kraljevina Španija (v nadaljevanju pogodbenici) sta se v želji, da bi še naprej razvijali in izpopolnjevali cestni prevoz potnikov in blaga med državama in tranzit čez njuni ozemlji,

sporazumeli, kot sledi:

#### DEFINICIJE

#### 1. člen

Po tem sporazumu:

a) izraz "prevoznik" pomeni fizično ali pravno osebo, ki je bodisi v Republiki Sloveniji ali Kraljevini Španiji po ustreznih notranjih zakonih in predpisih pooblaščen za opravljanje mednarodnega cestnega prevoza potnikov ali blaga;

#### A G R E E M E N T

### ON INTERNATIONAL ROAD TRANSPORT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF SLOVENIA AND THE GOVERNMENT OF THE KINGDOM OF SPAIN

The Republic of Slovenia and the Kingdom of Spain (hereinafter referred to as "the Contracting parties");

Desiring to further develop and improve road transport of passengers and goods between the two countries and in transit through their territories;

Have agreed as follows:

#### DEFINITIONS

#### Article 1

For the purposes of this Agreement;

a) the term "carrier" shall mean any physical or legal person who, in either the Republic of Slovenia or the Kingdom of Spain, is authorized in accordance with the relevant national laws and regulations to engage in the international carriage of passengers or goods by road.

\* Besedilo izvornika sporazuma v španskem jeziku se nahaja v Sektorju za mednarodne pravne zadeve Ministrstva za zunanje zadeve Republike Slovenije.

b) izraz "potniško vozilo" pomeni vsako cestno vozilo na motorni pogon,

– ki je konstruirano in prilagojeno za prevoz potnikov po cesti,

– ki ima več kot devet sedežev vključno s tistim za voznika,

– ki je registrirano na ozemlju ene od pogodbenic,

– ki se začasno izvozi na ozemlje druge pogodbenice za namen opravljanja mednarodnega prevoza potnikov na to ozemlje, s tega ozemlja ali tranzitno čez to ozemlje,

c) izraz "vozilo za prevoz blaga" pomeni motorno vozilo, registrirano na ozemlju ene od pogodbenic, ali kombinacijo vozil, od katerih je vsaj vlečno vozilo registrirano na ozemlju ene od pogodbenic, ki je:

– izključno konstruirano ali prilagojeno za prevoz blaga in se uporablja na cestah za prevoz blaga,

– registrirano na ozemlju ene od pogodbenic,

– začasno uvoženo na ozemlje druge pogodbenice za namen mednarodnega prevoza blaga na relaciji med obema državama ali pa tranzitno čez njuni ozemlji.

b) the term "passenger vehicle" shall mean any mechanically propelled road vehicle which:

– is constructed or adapted for use and used on the roads for the transport of passengers,

– has more than nine seats including that of the driver,

– is registered in the territory of one Contracting Party,

– is temporarily imported into the territory of the other Contracting Party for the purpose of the international carriage of passengers to, from or in transit through that territory.

c) the term "transport of goods vehicle" shall mean a motor vehicle registered in the territory of one Contracting Party, or a combination of vehicles of which at least the tracting vehicle is registered in the territory of one Contracting Party, which is:

– exclusively constructed or adapted for use and used on the roads for the carriage of goods,

– registered in the territory of one Contracting Party,

– temporarily imported into the territory of the other Contracting Party for the purpose of the international carriage of goods on the route between the two countries or in transit through their territories.

## OBSEG SPORAZUMA

### 2. člen

1. Prevozniki pogodbenic, ki uporabljajo vozila, registrirana na ozemlju pogodbenice, v kateri imajo svoj sedež, so pooblaščen za opravljanje mednarodnega cestnega prevoza med ozemljema pogodbenic in tranzit čez njuni ozemlji za tuj račun ali svoj lastni račun v skladu s pogoji, določenimi v tem sporazumu.

2. Podobno in pod pogoji, določenimi v tem sporazumu, se lahko dovolijo prevoz v tretje države in iz tretjih držav in prazna vstopanja.

3. V tem sporazumu ni določila, ki bi omogočalo prevoznikom ene pogodbenice opravljati prevoz med dvema točkama na ozemlju druge pogodbenice.

### 3. člen

Pogodbenici bosta spoštovali določila iz katerega koli sporazuma, ki je bil sklenjen z Evropsko skupnostjo, ali izhaja iz članstva ene ali druge pogodbenice v Evropski skupnosti.

## I. PREVOZ POTNIKOV

### REDNI LINIJSKI PREVOZI

#### 4. člen

1. Redni linijski prevozi med državama ali tranzit čez njuni ozemlji skupno odobrita pristojna organa pogodbenic po načelu vzajemnosti.

2. Izraz "redni linijski prevozi" pomeni prevoz potnikov v določenih presledkih na določenih progah, potniki pa vstopajo in izstopajo na vnaprej določenih postajališčih.

3. Vsak pristojen organ izda dovoljenje za del proge čez svoje ozemlje.

4. Pristojna organa skupaj določita pogoje za izdajo dovoljenja, kot so trajanje, pogostost prevoza, vozni redi in cene, kot tudi druge podrobnosti, potrebne za nemoteno in učinkovito opravljanje rednega linijskega prevoza.

5. Vlogo za dovoljenje je treba nasloviti na pristojni organ države, kjer je vozilo registrirano, ki ima pravico, da tako vlogo sprejme ali zavrne. Če glede vloge ni nobenega

## SCOPE OF THE AGREEMENT

### Article 2

1. Carriers of the Contracting Parties, using vehicles registered in the territory of the Contracting Party in which they are based, shall be authorized to perform, on hire and reward or on own account, international road transport operations between the territories of the two Contracting Parties and in transit, subject to the conditions laid down in this Agreement.

2. Similarly, and subject to the conditions laid down in this Agreement, transport operations to and from third countries and empty entries could be authorized.

3. Nothing in the present Agreement shall be construed as authorizing the carriers of one Contracting Party to carry out transport services between two points within the territory of the other Contracting Party.

### Article 3

Both Contracting Parties shall respect the provisions arising from any agreement concluded with the European Community or stemming from the membership thereof of any Contracting Party.

## I. TRANSPORT OF PASSENGERS

### REGULAR SERVICES

#### Article 4

1. Regular services between the two countries or in transit through their territories shall be jointly approved by the competent authorities of the Contracting Parties on the basis of the principle of reciprocity.

2. The term "regular services" denotes services whereby passengers are transported at specified intervals along specified routes and are taken up and set down at points established in advance.

3. Each competent authority shall issue an authorisation for the section of the itinerary operated in its territory.

4. The competent authorities shall jointly determine the conditions for issuing such authorisation, namely its duration, the frequency of transport operations, the timetables and scale of tariffs to be applied, as well as any other detail necessary for the smooth and efficient operation of the regular service.

5. The application for the authorisation shall be addressed to the competent authority of the country of registration of the vehicle, which has the right to either accept or

ugovora, pristojni organ o tem obvesti pristojni organ druge pogodbenice.

6. Vlogi je treba priložiti dokumente z vsemi potrebnimi podatki (predlagani vozni redi, cene in proga, obdobje, v katerem prevozi potekajo med letom, in datum, kdaj naj bi se začeli). Pristojni organi lahko zahtevajo še druge podatke, ki so po njihovem mnenju potrebni.

## PREVOZI TJA IN NAZAJ NA STALNI PROGI

### 5. člen

1. Po tem sporazumu so prevozi tja in nazaj na stalni progi različni prevozi tja in nazaj, pri katerih se vnaprej oblikovane skupine potnikov prevažajo iz istega izhodiščnega kraja na isti ciljni kraj.

2. Vsaka skupina potnikov, ki se je odpeljala na ciljni kraj skupaj, se kasneje vrne nazaj na izhodiščni kraj.

3. Potniki med potovanjem ne vstopajo ali izstopajo.

4. Prva vožnja nazaj in zadnja vožnja tja sta prazni vožnji.

5. Vendar pa bo štel prevoz potnikov kot prevoz tja in nazaj na stalni progi tudi v naslednjih primerih, ko pristojni organ ozemlja, na katerem se prevoz opravlja, ali pristojna organa obeh pogodbenic dovolita, da:

- potniki opravijo potovanje nazaj tako, da se pridružijo drugi skupini, ne glede na določila iz prvega odstavka tega člena;
- potniki vstopajo ali izstopajo med potovanjem ne glede na določila iz drugega odstavka tega člena;
- sta prva vožnja tja in zadnja vožnja nazaj v zaporedju prevozov sem in tja na stalni progi prazni ne glede na določila iz tretjega odstavka tega člena.

## OBČASNI PREVOZI

### 6. člen

1. Po tem sporazumu so občasni prevozi prevozi, ki ne sodijo v definicijo rednih linijskih prevozov iz 4. člena in ne v definicijo prevozov sem in tja na stalni progi iz 5. člena tega sporazuma.

Občasni prevozi so:

a) prevozi zaprtih vrat, to so prevozi, pri katerih isto vozilo prevažata isto skupino potnikov ves čas potovanja in jih pripelje nazaj na izhodiščni kraj;

b) prevozi, pri katerih vozilo prevažata potnike na vožnji tja in se vrača nazaj prazno;

c) drugi prevozi.

2. Potniki ne vstopajo ali izstopajo med vožnjo v okviru občasnih prevozov, razen kadar to dovoli pristojni organ te pogodbenice. Take vožnje se lahko opravijo v skladu z določenim zaporedjem voženj, ne da bi pri tem izgubile naravo občasnega prevoza.

### 7. člen

1. Za občasne prevoze iz prvega odstavka a) in b) 6. člena tega sporazuma, ki se opravljajo z vozili, registriranimi na ozemlju ene pogodbenice, ni potrebna dovolilnica na ozemlju druge pogodbenice.

refuse such application. In case the application does not raise objection, this competent authority shall communicate it to the competent authority of the other Contracting Party.

6. The application shall be furnished with documents containing all the required data (proposed timetables, tariffs and route, period in which the service is to be operated during the year and the date on which the service is intended to start). The competent authorities may require such data as they deem appropriate.

## SHUTTLE SERVICES

### Article 5

1. For the purposes of this Agreement, the shuttle services denote various outward and return journeys whereby groups of passengers previously formed are transported from the same place of departure to the same place of destination.

2. Each group of passengers which has made the outward journey together shall subsequently be carried back to the place of departure.

3. Passengers shall not be taken up or set down during the journey.

4. The first return journey and the last outward journey shall be made empty.

5. However, the carriage of passengers shall be regarded as shuttle service even in the following cases when the competent authorities of the territory in which the transport service is operated or the competent authorities of both concerned Contracting Parties authorize that:

- the passengers perform their return journey by joining another group, notwithstanding the provisions set forth in paragraph 1 of this article,
- the passengers be taken up or set down during the journey, notwithstanding the provisions set forth in paragraph 2 of this article,
- the first outward journey and the last return journey in a sequence of shuttle-service operations be made empty, notwithstanding the provisions set forth in paragraph 3 of this article.

## OCCASIONAL SERVICES

### Article 6

1. For the purposes of this Agreement, occasional services denote services falling neither within the definition of regular services as given in article 4, nor within the definition for shuttle services provided in article 5 of this Agreement.

Occasional services are:

a) closed-door tours, i.e. services whereby the same vehicle is used to transport the same group of passengers throughout the journey and to bring them back to the same place of departure;

b) services on which the vehicle carries passengers during the outward journey, and is empty during the return;

c) all other services.

2. Passengers shall not be taken up or set down during journeys performed in the scope of occasional services except when authorized by the competent authority of the Contracting Party concerned. Such journeys may be performed according to a certain sequence of trips without losing their nature of occasional services.

### Article 7

1. The occasional services referred to in article 6 paragraph 1 a) and b) of this Agreement carried out using vehicles registered in the territory of one Contracting Party will not require any transport permit in the territory of the other Contracting Party.

2. Za občasne prevoze iz prvega odstavka c) 6. člena tega sporazuma, ki se opravljajo z vozili, registriranimi na ozemlju ene pogodbenice, ne bo potrebna dovolilnica na ozemlju druge pogodbenice, če:

– je vožnja tja prazna, vsi potniki so vstopili na istem kraju in ti isti potniki:

a) so se oblikovali kot skupina s pogodbo o prevozu, ki je bila sklenjena pred njihovim prihodom na ozemlje druge pogodbenice, kjer vstopijo in se prevažajo na ozemlje pogodbenice, v kateri je vozilo registrirano, ali

b) je te iste potnike že prej prevažal isti prevoznik po določenih iz prvega odstavka b) 6. člena tega sporazuma na ozemlje druge pogodbenice, kjer kasneje vstopijo in se prevažajo na ozemlje, na katerem je vozilo registrirano, ali

c) so bili povabljeni na ozemlje druge pogodbenice pod pogojem, da prevozne stroške plača gostitelj. Potniki morajo sestavljati homogeno skupino, to je, ne skupine, ki bi bila sestavljena samo zaradi potovanja. To skupino je treba potem prepeljati na ozemlje pogodbenice, kjer je vozilo registrirano.

3. Dovolilnice bi morale biti potrebne za prevoz na ozemlje pogodbenice v primeru občasnega prevoza, omejenega v prvem odstavku c) 6. člena, če se ti prevozi ne opravijo v skladu z določili iz drugega odstavka tega člena.

#### 8. člen

1. Prevozniki, ki opravljajo prevoz potnikov razen prevozov, opisanih v 4. členu, morajo imeti v svojem vozilu pravilno izpolnjen spremni dokument s seznamom potnikov, ki ga je podpisal prevoznik, pristojni carinski organi pa opremili z žigom.

2. Spremni dokument mora biti v vozilu ves čas potovanja, za katerega je bil izdan.

3. Prevoznik mora pravilno izpolniti spremni dokument in ga predložiti na zahtevo pooblaščenega nadzorne osebe.

4. V primeru prevozov, pri katerih so vožnje tja prazne, kot je določeno v 7. členu tega sporazuma, je treba imeti te dokumente skupaj s spremnim dokumentom:

– v primerih iz drugega odstavka a) 7. člena: kopijo pogodbe o prevozu ali drugega ustreznega dokumenta, ki vsebuje vse osnovne podatke o tej pogodbi (še zlasti te podatke: kraj, državo in datum podpisa; kraj, državo in datum vkrcanja potnikov; kraj in ciljno državo),

– v primerih iz drugega odstavka b) 7. člena: spremni dokument, ki je bil v vozilu med naloženo vožnjo tja in med ustrezno prazno vožnjo nazaj, ki ju je opravil prevoznik zato, da bi prepeljal potnike na ozemlje druge pogodbenice,

– v primerih iz drugega odstavka c) 7. člena: pismo z vabilom gostitelja ali fotokopijo tega pisma.

#### DRUGI PREVOZI

##### 9. člen

1. Za prevoze tja in nazaj na stalni progi, opisane v 5. členu in neliberalizirane občasne prevoze iz tretjega odstavka 7. člena, so potrebne dovolilnice v skladu z notranjimi zakoni in predpisi pogodbenice, na katere ozemlju se tak prevoz opravlja.

2. Vloge za dovolilnice iz prvega odstavka tega člena je treba predložiti vsaj en mesec pred potovanjem pristojnemu organu pogodbenice, na katere ozemlju se bo prevoz opravil. Take vloge morajo vsebovati te podatke:

2. The occasional services referred to in article 6, paragraph 1 c) of this Agreement carried out using vehicles registered in the territory of one Contracting Party will not require any transport permit in the territory of the other Contracting Party, provided that:

– the outward journey is performed empty, that all passengers are taken up at the same point, and that these passengers:

a) have been formed as a group by transport contract signed before their arrival in the territory of the other Contracting Party, where they are taken up and are transported to the territory of the Contracting Party in which the vehicle is registered, or

b) have earlier been transported by the same carrier, according to provisions specified in article 6, paragraph 1 b) of this Agreement, to the territory of the other Contracting Party where they are subsequently taken up and transported to the territory where the vehicle has been registered, or

c) have been invited to come to the territory of the other Contracting Party, provided that the transport costs are paid by the host. The passengers must form a homogeneous group, i.e. not a group formed for the mere purpose of performing the journey. This group must subsequently be transported to the territory of the Contracting Party where the vehicle is registered.

3. Permits should be required for transport to the territory of the Contracting Party concerned in case of occasional services mentioned in article 6, paragraph 1 c), if such services are not performed in accordance with the provisions set forth in paragraph 2 of this article.

#### Article 8

1. The carriers operating passenger services, except those described in article 4, must have in their vehicles a properly completed waybill containing the list of passengers, which has been signed by the carrier and stamped by competent customs authorities.

2. The waybill must be kept in the vehicle throughout the journey for which it has been issued.

3. The carrier is required to properly complete the waybill and must produce it at the request of any authorized inspecting officer.

4. In case of services including empty outward journeys, as specified in article 7 of this Agreement, the following documents must be carried together with the waybill:

– in cases specified under indent a) article 7.2: the copy of the transport contract or another corresponding document containing all basic information on that contract (particularly the following data: place, country and the date of signature; place, country and the date of taking up the passengers; place and country of journey destination),

– in cases specified under indent b) of article 7.2: the waybill that has been kept in the vehicle during the laden outward journey and during the corresponding unladen return journey performed by the carrier in order to carry passengers to the territory of the other Contracting Party,

– in cases specified under indent c) of article 7.2: the invitation letter from the host or a photocopy of that letter.

#### OTHER SERVICES

##### Article 9

1. Shuttle services, described in article 5, and not liberalized occasional services mentioned in article 7.3 are subject to permits, in accordance with national laws and regulations of the Contracting Party in whose territory such transport service is operated.

2. Applications for permits mentioned in paragraph 1 of this article shall be submitted at least one month before the journey to the competent authority of the Contracting Party in whose territory the service is to be operated. Such applications must contain the following information:

- ime in naslov organizatorja potovanja,
- ime ali trgovski naziv in naslov prevoznika,
- registrsko številko vozila za prevoz potnikov,
- število potnikov,
- datume prehoda državne meje in imena mednarodnih mejnih prehodov za vsak vstop in izstop, vključno z navedbo razdalje, prevožene tako s potniki kot brez njih,

- potek vožnje in kraje, kjer potniki vstopajo in izstopajo,
- imena postajališč s prenočevanjem, vključno z naslovom prenočišča, če je znan,
- vrsto prevoza: prevoz tja in nazaj na stalni progi ali občasni prevoz.

3. Vstop praznega vozila z namenom zamenjati pokvarjeno vozilo iste registracije se dovoli s posebnim dokumentom, ki ga izda pristojni organ pogodbenice, na ozemlju katere se je vozilo pokvarilo.

## II. PREVOZ BLAGA

### 10. člen

Za vse mednarodne prevoze blaga na ozemlje pogodbenice in z njenega ozemlja, ki se opravljajo z vozili, registriranimi v drugi pogodbenici, je potrebna predhodna dovolilnica, razen za prevoz:

- a) pošte,
- b) pokvarjenega vozila ali vozila, ki ga je treba popraviti,
- c) smeti in drugih odpadkov,
- d) mrtvih živali, ki bodo razkosane,
- e) čebel in ribjega podmladka,
- f) pogrebov,
- g) blaga v motornih vozilih, katerih dovoljena naložena teža ne presega 6 ton ali katerega dovoljena teža tovora, vključno s priklopniki, ne presega 3,5 tone,

h) predmetov, potrebnih za medicinsko pomoč v primeru nesreč, še zlasti naravnih katastrof,

i) dragocenosti (npr. žlahtnih kovin), ki se opravlja s posebnimi vozili, ki jih spremlja policija ali drug varnostni organ,

j) objektov in umetniških del za razstave in sejme,

k) predmetov in gradiva za reklamne namene in informacije,

l) pribora in živali tja in nazaj za glasbene prireditve, gledališke predstave, filme, športne ali cirkuške prireditve ali sejme kot tudi predmetov za snemanje filmov ali televizijskih programov.

Mešana komisija iz 19. člena bo lahko spremenila vsebino vrstic od a) do l) gornjega odstavka.

Posadka vozila mora imeti ustrezne dokumente, ki jasno dokazujejo, da je prevoz, ki se opravlja, vključen med prevoze, omenjene v tem členu.

## DOVOLILNICE

### 11. člen

1. Dovolilnice (dvostranske in tranzitne) izda pristojni organ države registracije vozila.

Za izdajanje dovolilnic bosta pristojna organa pogodbenic izmenjala po načelu vzajemnosti dogovorjeno število neizpolnjenih dovolilnic za uporabo v dvostranskem ali tranzitnem prometu.

- the name and address of the journey organizer,
- the name or trade name and address of the carrier,
- the licence plate number of the passenger vehicle,
- the number of passengers,
- border crossing dates and names of border-crossing points for each entry and exit, including indication of distance travelled both with passengers and without passengers,
- the itinerary and places where passengers are taken up and set down,
- the name of the overnight-stopping place, including the address of such place of accommodation, if known,
- nature of the service: shuttle service or occasional service.

3. The unladen entrance of a vehicle in order to substitute a damaged vehicle of the same nationality will be authorized by a special document which is issued by the competent authority of the Contracting Party in which territory the vehicle has been damaged.

## II. TRANSPORT OF GOODS

### Article 10

All international transports of goods to and from the territory of one Contracting Party carried out by a vehicle registered in the other Contracting Party will be subject to the regime of prior permit, except in the following cases:

- a) transport of mail;
- b) transport of vehicles damaged or to be repaired;
- c) transport of garbage and other wastes;
- d) transport of dead bodies of animals to be carved up;
- e) transport of bees and young fish;
- f) funeral transport;
- g) transport of goods in motor vehicle the permissible laden weight of which does not exceed 6 tons, or the permissible payload of which, including that of trailers, does not exceed 3,5 tons;

h) transport of necessary articles for medical assistance in case of emergency aid, specially in cases of natural disasters;

i) transport of valuables, (i. e. precious metals) performed with special vehicles escorted by the police or any other security forces;

j) transport of objects and works of art for exhibitions and fairs;

k) transport of objects and materials intended for publicity and information;

l) transport of accessories and animals intended for or coming from music performances, theatre plays, films, sport or circus events or fairs, as well as articles intended for broadcasting, recording or shooting of films or television programmes.

The Joint Committee established in Article 19 will be able to modify the contents of indents a) to l) of the upper paragraphs.

The crew of the vehicle must have adequate documents undoubtedly proving that the transport performed is included between the transports mentioned in the present article.

## PERMITS

### Article 11

1. Permits (bilateral and transit) shall be issued by the competent authority of the country of registration of the vehicle.

To enable issuing the permits, the competent authorities of the Contracting Parties shall exchange, according to the principle of reciprocity, the agreed number of unfilled permits for use in bilateral or transit traffic.

2. Izdana se lahko dve vrsti dovolilnic:

a) Dovolilnice za vožnjo tja in nazaj, samo za eno potovanje (v obe smeri). Te dovolilnice veljajo za obdobje do treh mesecev od datuma, ko jo prevoznik izpolni,

b) Letne dovolilnice, ki veljajo za neomejeno število potovanj v obe smeri za dobo enega leta. Ključ za konverzijo letnih dovolilnic določi mešana komisija.

3. Pred začetkom potovanja mora prevoznik pravilno izpolniti dovolilnico in navesti vrsto potovanja, ki ga bo opravil.

4. Število dovolilnic, ki bodo izdane za pogodbenici, določi mešana komisija iz 19. člena tega sporazuma glede na potrebe obeh pogodbenic.

5. Z veljavnostjo Sporazuma med Republiko Slovenijo in Evropsko gospodarsko skupnostjo na področju prometa veljajo ta določila:

a) Španski prevozniki morajo uporabljati samo dovolilnico za dvostranski prevoz (namembni prevozi).

Dovolilnica ni potrebna za tranzitne prevoze, ki jih španski prevozniki opravljajo čez slovensko ozemlje.

b) Slovenski prevozniki morajo imeti dovolilnico za opravljanje dvostranskih prevozov (namembnih prevozov).

Dovolilnica ni potrebna za tranzitne prevoze na Portugalsko ali v tiste države, ki niso članice Evropske skupnosti.

6. Posadka vozila mora imeti vse potrebne dokumente, ki nesporno dokazujejo, da prevoz spada med prevoze iz tega člena.

#### 12. člen

1. Za prevoze, ki se opravljajo z vozili, registriranimi v eni pogodbenici, med ozemljema druge pogodbenice in tretje države, bo potrebna posebna dovolilnica.

2. Za vstop na ozemlje ene pogodbenice s praznim vozilom, registriranim v drugi pogodbenici, bo potrebna posebna dovolilnica, razen v primeru prevozov, za katere ni potrebno dovoljenje, kot je določeno v 10. členu tega sporazuma.

3. Mešana komisija iz 19. člena določi pogoje in odstotek dovolilnic letne kvote, ki bi se lahko uporabljal za vstop praznih vozil kot tudi za prevoze v tretje države.

#### 13. člen

Dovolilnica mora biti vedno v vozilu in jo je treba pokazati na zahtevo pooblaščenih nadzornih oseb.

### SPOŠTOVANJE NOTRANJIH ZAKONOV

#### 14. člen

Prevozniki in njihovo osebje, ki opravljajo prevozne dejavnosti po tem sporazumu, se morajo ravnati po zakonih in predpisih cestnega prevoza in prometa, ki veljajo na ozemlju druge pogodbenice, in so v primeru kršitve teh notranjih zakonov polno odgovorni.

Prevozne dejavnosti se morajo opravljati v skladu z zahtevami, navedenimi v dovolilnicah.

### TEŽA IN DIMENZIJA VOZIL

#### 15. člen

1. Glede teže in dimenzije vozil se vsaka pogodbenica obveže, da za vozila, registrirana na ozemlju druge pogodbenice, ne bo nalagala strožjih pogojev od tistih, ki veljajo za vozila, registrirana na njenem ozemlju.

2. Two types of such permits may be issued:

a) Outward and return permits, valid for one journey only (in both directions). These permits are valid over a period of up to 3 months from the day of the permit being completed by the carrier;

b) annual permits, valid for an unlimited number of journeys in both directions, and for a period of one year. The key of conversion of annual permits will be decided by the Joint Committee.

3. Prior to the beginning of the journey, the carrier is required to properly complete the permit whereby the type of journey to be carried out is defined.

4. The number of permits issued to the Contracting Parties will be defined by the Joint Committee mentioned in article 19 of this Agreement, according to the needs of both Contracting Parties.

5. Having entered into force the Agreement between the Republic of Slovenia and the European Economic Community in the field of Transport, the following provisions will apply:

a) the Spanish carriers shall only have to use a permit for bilateral transport (destination transport).

Transports carried out by the Spanish carriers in transit through the Slovenian territory shall not require a permit.

b) the Slovenian carriers shall require a permit to carry out bilateral (destination) transport.

They shall not need a permit for transit transport to Portugal or for transit traffic being done with destination to countries not forming part of the European Community.

6. The crew of the vehicle must have adequate documents undoubtedly proving that the transport performed is included between the transport mentioned in the present article.

#### Article 12

1. Transport carried out in vehicles registered in one Contracting Party between the territory of the other Contracting Party and a third country will require special permit.

2. The empty entry in the territory of one Contracting Party of a vehicle registered in the other Contracting Party will require a special permit, save in the cases of transports exempted from authorization, as referred to in article 10 of the present Agreement.

3. The Joint Committee established in article 19 will determine the conditions and percentage of permits of the annual quota which could be used for empty entries as well as for transports with third countries.

#### Article 13

Permits must be kept in the vehicle at all times and must be produced at the request of any authorized inspecting officer.

### COMPLIANCE WITH NATIONAL LAWS

#### Article 14

Carriers and their staff performing transport activities in accordance with this Agreement are required to comply with the laws and regulations concerning road transport and road traffic in force in the territory of the other Contracting Party and shall bear full responsibility in case of violation of such national laws.

The transport activities must be performed in accordance with the requirements indicated in permits.

### WEIGHT AND DIMENSIONS OF VEHICLES

#### Article 15

1. With respect to the weights and dimensions of vehicles, each Contracting Party undertakes not to impose on vehicles registered in the territory of the other Contracting Party conditions which are more restrictive than those imposed on vehicles registered within its own territory.

2. Kadar teža ali dimenzije praznega ali naloženega vozila presejajo najvišje meje, ki so dovoljene na ozemlju druge pogodbenice, bo lahko tako vozilo prevažalo blago samo s posebno dovolilnico od pristojnega organa te pogodbenice; prevoznik je dolžan, da se v celoti ravna po zahtevah, navedenih v dovolilnici.

3. Za prevoz nevarnih snovi je potrebna posebna dovolilnica, ki jo izda pristojni organ na ozemlju, na katerem se opravlja prevoz.

#### KRŠITVE SPORAZUMA

##### 16. člen

1. Če prevoznik ali drugo osebo v vozilu, registriranem v eni pogodbenici, ne spoštuje zakonodaje, ki velja na ozemlju druge pogodbenice ali določil tega sporazuma ali pogojev iz dovolilnice, potem lahko pristojni organ države, v kateri je vozilo registrirano, na zahtevo pristojnega organa druge pogodbenice sprejme te ukrepe:

a) opozori prevoznika, ki je storil kršitev,

b) razveljavi ali začasno odvzame dovolilnice, ki prevozniku omogočajo opravljanje prevoza na ozemlju pogodbenice, kjer je bila storjena kršitev.

2. Pristojni organ, ki je tak ukrep sprejel, o tem obvesti pristojni organ druge pogodbenice, ki je ukrep predlagal.

3. Določila tega člena ne izključujejo zakonitih sankcij, ki jih lahko uporabijo sodišča ali upravni organi države, v kateri je bila storjena kršitev.

#### OBDAVČITVE

##### 17. člen

Razen če pravo Evropske skupnosti ne določa drugače, se uporabljajo ta določila:

1. Vozila, ki so registrirana na ozemlju ene pogodbenice in se začasno izvozijo na ozemlje druge pogodbenice, da bi opravljala prevozne storitve v skladu s tem sporazumom, so oproščena cestnih in prometnih dajatev po načelu vzajemnosti.

2. Vendar pa ta oprostitve ne velja za plačilo cestnin, mostnin in drugih podobnih pristojbin, ki jih je vedno treba plačati na podlagi načela o nediskriminaciji.

3. Pri vozilih, omenjenih v prvem odstavku tega člena, ne bo treba plačati carine za:

- a) vozila,
- b) gorivo v običajnih količinah v rezervoarju vozila,

c) rezervne dele, ki se uvozijo na ozemlje druge pogodbenice za popravilo vozila. Zamenjani deli se ponovno izvozijo ali uničijo.

#### PRISTOJNI ORGANI

##### 18. člen

1. Vsaka pogodbenica imenuje svoj pristojni organ, ki bo odgovoren za uresničevanje določil tega sporazuma na svojem ozemlju in za izmenjavo ustreznih informacij in statističnih podatkov. Pogodbenici morata druga drugi sporočiti ime in naslov pristojnega organa, ki ga imenujeta za opravljanje gornjih nalog.

2. In cases when the weight or dimensions of an empty or loaded vehicle exceed the maximum limits permitted in the territory of the other Contracting Party, it will be possible to use such a vehicle for transporting goods only after having obtained a special permit from the competent authority of that Contracting Party. The carrier is required to fully comply with requirements specified in such permits.

3. The transport of dangerous goods will require a special permit issued by the competent authority of the territory where the transport is operated.

#### INFRINGEMENTS OF THE AGREEMENT

##### Article 16

1. In the event that a carrier or the staff on board of a vehicle registered in one Contracting Party have not observed the legislation in force on the territory of the other Contracting Party, or the provisions of this Agreement or the conditions mentioned in the permit, the Competent Authority of the country where the vehicle is registered could, at the demand of the Competent Authority of the other Contracting Party, take following measures:

a) to issue a warning for the carrier who committed the infringement;

b) to cancel or to temporarily withdraw the permits allowing the carrier to perform transport in the territory of the Contracting Party where the infringement was committed.

2. The competent authority which has adopted such a measure shall notify it to the competent authority of the other Contracting Party which had proposed it.

3. The provisions of this Article shall not exclude the lawful sanctions which may be applied by the courts or administration authorities of the country where the infringement happened.

#### TAXATION

##### Article 17

The following provisions shall be applied, unless otherwise specified by the law of the European Community:

1. Vehicles which are registered in the territory of one Contracting Party and are temporarily imported into the territory of the other Contracting Party to perform transport services in accordance with this Agreement shall be exempt, according to the reciprocity principle, from the levy of road use and traffic taxes.

2. However, this exemption shall not apply to the payment of road tolls, bridge tolls and other similar charges, which shall always be required on the basis of the principle of non discrimination.

3. On the vehicles mentioned in the paragraph 1 of this Article customs duties shall be exempted on:

a) the vehicles;

b) the fuel contained in the ordinary supply tanks of the vehicles;

c) spare parts imported into the territory of the other Contracting Party, intended for the breakdown service of a vehicle. Replaced parts shall be re-exported or destroyed.

#### COMPETENT AUTHORITIES

##### Article 18

1. Each Contracting Party shall nominate its competent authority which will be responsible for implementing provisions of this Agreement within its territory and for exchanging appropriate information and statistical data. The contracting parties are required to communicate to each other the name and address of the competent authorities nominated to carry out the above-mentioned tasks.

2. Pristojna organa iz prvega odstavka tega člena si občasno izmenjujeta podatke o izdanih dovolilnicah in opravljenih voznih dejavnostih.

2. The competent authorities mentioned in paragraph 1 of this article shall periodically exchange information on the permits issued and transport activities performed.

## MEŠANA KOMISIJA

## JOINT COMMITTEE

## 19. člen

## Article 19

1. Pogodbenici ustanovita mešano komisijo, ki bo odgovorna za pravilno uresničevanje določil iz tega sporazuma.

1. The Contracting Parties shall form a Joint Committee which will be responsible for the proper implementation of the provisions contained in this Agreement.

2. Ta komisija se sestane na željo ene ali druge pogodbenice izmenično na ozemlju ene in druge pogodbenice.

2. This Committee shall meet at the request of either Contracting Party and such meetings will be held alternately in the territory of one of the Contracting Parties.

3. Vsa vprašanja glede razlage ali uporabe tega sporazuma se rešujejo z neposrednimi pogajanjmi na sestankih zgoraj omenjene mešane komisije.

3. Any issue concerning the interpretation or the application of this Agreement shall be solved through direct negotiations on the occasion of the meetings of the above mentioned Joint Committee.

## ZAČETEK VELJAVNOSTI IN TRAJANJE

## ENTRY INTO FORCE AND DURATION

## 20. člen

## Article 20

1. Ta sporazum se uporablja začasno od datuma podpisa in začne veljati na datum kasnejše od diplomatskih not, s katero pogodbenici druga drugo obvestita, da so bile izpolnjene potrebne ustavne zahteve v eni in drugi pogodbenici.

1. This Agreement shall be provisionally applied from the date of its signature and shall come into force on the date of the last diplomatic Note by which the Contracting Parties notify each other that their respective constitutional requirements have been fulfilled.

2. Ta sporazum velja, dokler ga po diplomatski poti ena od pogodbenic ne odpove. V tem primeru preneha sporazum veljati šest mesecev po tem, ko je bila o odpovedi obveščena druga pogodbenica.

2. This Agreement shall remain in force unless it is terminated through diplomatic channels by one of the Contracting Parties. In that case, the termination of the Agreement shall take effect six months after the other Contracting Party has been notified about it.

Sestavljeno v treh izvornikih v Madridu dne 16. novembra 1995 v slovenskem, španskem in angleškem jeziku kot enako verodostojnih besedilih. V primeru razhajanj pri razlagi velja angleško besedilo.

Done in three originals at Madrid, this 16 of November 1995, in the Slovenian, Spanish and English languages, each text being equally authentic. In case of any divergence of interpretation, the English text shall prevail.

Za Vlado Republike  
Slovenije

Za Vlado Kraljevine  
Španije

**Zoran Thaler** l. r.

**Javier Solana Madarioga** l. r.

For the Government of  
the Republic of Slovenia,

For the Government of  
the Kingdom of Spain,

**Zoran Thaler** (s)

**Javier Solana Madarioga** (s)

## 3. člen

Za izvajanje sporazuma skrbi Ministrstvo za promet in zveze.

## 4. člen

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

Št. 326-07/99-20/1

Ljubljana, dne 25. novembra 1999

Predsednik  
Državnega zbora  
Republike Slovenije  
**Janez Podobnik, dr. med.** l. r.



**94. Zakon o ratifikaciji Sporazuma o trgovinskem in gospodarskem sodelovanju med Vlado Republike Slovenije in Vlado Zvezne Republike Brazilije (BBRTGS)**

Na podlagi druge alineje prvega odstavka 107. člena prvega odstavka 91. člena Ustave Republike Slovenije izdajam

**U K A Z****O RAZGLASITVI ZAKONA O RATIFIKACIJI SPORAZUMA O TRGOVINSKEM IN GOSPODARSKEM SODELOVANJU MED VLADO REPUBLIKE SLOVENIJE IN VLADO ZVEZNE REPUBLIKE BRAZILIJE (BBRTGS)**

Razglašam Zakon o ratifikaciji Sporazuma o trgovinskem in gospodarskem sodelovanju med Vlado Republike Slovenije in Vlado Zvezne Republike Brazilije (BBRTGS), ki ga je sprejel Državni zbor Republike Slovenije na seji 25. novembra 1999.

Št. 001-22-177/99

Ljubljana, 3. decembra 1999

Predsednik  
Republike Slovenije  
**Milan Kučan** l. r.

**Z A K O N****O RATIFIKACIJI SPORAZUMA O TRGOVINSKEM IN GOSPODARSKEM SODELOVANJU MED VLADO REPUBLIKE SLOVENIJE IN VLADO ZVEZNE REPUBLIKE BRAZILIJE (BBRTGS)**

## 1. člen

Ratificira se Sporazum o trgovinskem in gospodarskem sodelovanju med Vlado Republike Slovenije in Vlado Zvezne republike Brazilije, podpisan v Ljubljani dne 16. junija 1997.

## 2. člen

Sporazum se v izvorniku v slovenskem in angleškem jeziku glasi:\*

**S P O R A Z U M****O TRGOVINSKEM IN GOSPODARSKEM SODELOVANJU  
MED VLADO REPUBLIKE SLOVENIJE  
IN VLADO ZVEZNE REPUBLIKE BRAZILIJE**

Vlada Republike Slovenije  
in  
Vlada Zvezne republike Brazilije  
(v nadaljevanju besedila »pogodbenici«) sta se  
z željo, da razširita in okrepiata trgovinsko in gospodarsko  
sodelovanje med državama na osnovi načel enakopravnosti in  
vzajemnosti;  
z namenom, da okrepiata dvostranske odnose na podlagi  
obojeustranskih koristi;  
sporazumeli o naslednjem:

## I. člen

Pogodbenici v skladu z določbami tega sporazuma in  
njuno notranjo zakonodajo spodbujata in omogočata razvoj  
trgovine in dvostranskega gospodarskega sodelovanja.

## II. člen

Pogodbenici se obravnavata kot državi z največjimi ugod-  
nostmi v skladu s pravili Svetovne trgovinske organizacije in  
Splošnega sporazuma o carinah in trgovini (GATT 94) za blago,  
ki izvira z njenega območja, ter Splošnega sporazuma o trgovini  
s storitvami (GATS) za storitve in ponudnike storitev.

## III. člen

Določbe II. člena tega sporazuma ne veljajo za prednosti,  
ugodnosti, imunitete in privilegije, ki jih je ali jih bo podelila  
vsaka od pogodbenic:

**A G R E E M E N T****ON TRADE AND ECONOMIC CO-OPERATION  
BETWEEN THE GOVERNMENT  
OF THE REPUBLIC OF SLOVENIA AND THE  
GOVERNMENT OF THE FEDERATIVE REPUBLIC OF  
BRAZIL**

The Government of the Republic of Slovenia  
and  
the Government of the Federative Republic of Brazil  
(hereinafter referred to as "the Contracting Parties")  
Willing to expand and strengthen trade and economic  
co-operation between the two countries on the basis of princi-  
ples of equal sovereignty and reciprocity;  
With the wider purpose of intensifying bilateral relations  
on mutually advantageous basis;  
Have agreed upon the following:

## Article I

The Contracting Parties shall stimulate and facilitate the  
development of trade and bilateral economic co-operation, in  
accordance with the provisions of this Agreement and with  
their respective internal legislation.

## Article II

The Contracting Parties shall grant each other the Most-  
Favoured-Nation treatment, in accordance with the rules of World  
Trade Organization and the General Agreement on Tariffs and  
Trade (GATT 94) for the goods originating from their respective  
territories, as well as those of the General Agreement on Trade  
in Services (GATS) for services and service suppliers.

## Article III

The provisions of Article II of this Agreement shall not be  
applied to advantages, favors, immunities and privileges grant-  
ed or to be granted by each Contracting Party:

\* Besedilo izvornika v portugalskem jeziku je na vpogled v Sektorju za mednarodne pravne zadeve Ministrstva za zunanje zadeve Republike Slovenije.

a) sosednjim državam z namenom olajšanja tranzita čez meje in/ali sodelovanja z obmejnimi območji;

b) tretjim državam zaradi njihovega sodelovanja v območju proste trgovine, carinski uniji, skupnem trgu ali v drugem gospodarskem integracijskem sporazumu, katerega članica je;

c) tretjim državam na podlagi sporazumov o izogibanju dvojnemu obdavčevanju ali na podlagi večstranskih sporazumov, v katerih druga pogodbenica ne sodeluje, kot je na primer Globalni sistem prednosti pri trgovanju med državami v razvoju (GSCP).

#### IV. člen

Izvoz in uvoz blaga, dogovorjen v okviru tega sporazuma, se izvajata s pogodbami in sporazumi med javnimi ali zasebnimi podjetji, organizacijami in ustanovami vsake države.

#### V. člen

Plačila v okviru poslov, ki se izvajajo v okviru tega sporazuma, se opravljajo v prosto zamenljivi valuti, razen če se stranki, ki sodelujeta v določenem poslu, ne dogovorita drugače v skladu z veljavno zakonodajo vsake države.

#### VI. člen

1. Pogodbenici si po svojih možnostih prizadevata zagotavljati stabilne razmere za razvoj trgovine in drugih oblik gospodarskega sodelovanja med obema državama, pri čemer je njun cilj še posebej sodelovanje na gospodarskem, industrijskem, fitosanitarnem, tehničnem in znanstvenem področju.

2. Za uspešno izvajanje tega sporazuma lahko pogodbenici skleneta posebne protokole in pripravita podrobne programe sodelovanja.

#### VII. člen

1. Z namenom izboljšanja trgovinskih in gospodarskih odnosov med obema državama pogodbenici spodbujata sodelovanje podjetij na trgovinskih sejmi in razstavah, ki jih pripravljata na ozemljih obeh držav.

2. Pogodbenici se strinjata, da oprostita plačila carine, davkov in drugih prispevkov, ki temeljijo na njihovi zakonodaji in predpisih, uvoz:

a) promocijskega gradiva, brezplačnih vzorcev, ki imajo izvor v državi druge pogodbenice, kot tudi izdelkov, ki se pridobijo v državi druge pogodbenice na tekmovanjih, razstavah in drugih prireditvah;

b) blaga in opreme za sejme in razstave, ki niso namenjeni prodaji.

#### VIII. člen

V zvezi z zadevami, ki se nanašajo na dampniško prodajo, subvencije in izravnalne ukrepe, delujeta pogodbenici v skladu z veljavnimi načeli in pravili Svetovne trgovinske organizacije (STO).

#### IX. člen

Z namenom razvijanja gospodarskega sodelovanja pogodbenici spodbujata izmenjavo informacij, posebej v zvezi z njuno zakonodajo in gospodarskimi programi, kakor tudi drugih informacij, ki so v skupnem interesu.

#### X. člen

Vsaka pogodbenica v skladu s svojo notranjo zakonodajo na svojem lastnem ozemlju dovoljuje tranzit blaga, ki prihaja iz države druge pogodbenice in je namenjeno v tretje države, kakor tudi tranzit blaga, ki prihaja iz tretje države in je namenjeno na ozemlje druge pogodbenice.

#### XI. člen

1. Pogodbenici se strinjata, da bosta oblikovali slovensko-brazilsko mešano komisijo za gospodarsko sodelovanje, katere namen je nadzirati izvajanje tega sporazuma in dajati

a) to neighboring countries in view of facilitating transit through frontiers and/or co-operation with frontier zones;

b) to third countries on account of their participation in free trade zone, customs union, common market or other economic integration agreement of which it is member;

c) to third countries on the basis of agreements to avoid double taxation or multilateral agreements in which the other Contracting Party does not take part, such as the Global System of Commercial Preferences among developing countries (GSCP).

#### Article IV

The export and the import of goods agreed upon within the frame of this Agreement shall be carried out by means of contracts and agreements between public or private enterprises, organisations and institutions of each country.

#### Article V

The payments for transactions carried out within the frame of this Agreement shall be settled in free convertible currency, unless otherwise agreed by the parties involved in a specific transaction, in accordance with the legislation in force in each country.

#### Article VI

1. The Contracting Parties shall, within its possibilities, endeavour to ensure stable conditions to develop trade and other forms of economic co-operation between both countries aiming particularly at the co-operation in the economic, industrial, fito-sanitary, technical and scientific field.

2. In order to achieve the effective application of this Agreement, the Contracting Parties may conclude special protocols and prepare detailed co-operation programmes.

#### Article VII

1. With the purpose of enhancing trade and economic relations between both countries, the Contracting Parties shall stimulate the participation of enterprises in commercial fairs and exhibitions promoted in the territory of both countries.

2. The Contracting Parties agree to exempt from customs duties, levies and other charges based on their respective laws and regulations the import of:

a) promotion material, free samples originating from the country of the other Contracting Party, as well as articles which are obtained in the country of the other Contracting Party at competitions, exhibitions and other festivities;

b) goods and equipment for fairs and exhibitions, which are not intended for sale.

#### Article VIII

With regard to matters related to dumping, subsidies and countervailing measures, the Contracting Parties shall act in accordance with the relevant principles and rules of the World Trade Organization (WTO).

#### Article IX

In order to develop economic co-operation, the Contracting Parties shall promote the exchange of information, specially in relation to their respective legislation and economic programmes, as well as any other information of mutual interest.

#### Article X

Each Contracting Party shall, in accordance with its internal legislation, approve on its territory the transit of goods originating from the country of the other Contracting Party and destined for third countries, as well as the transit of goods originating from a third country and destined for the territory of the other Contracting Party.

#### Article XI

1. The Contracting Parties agree upon creating the Slovenian – Brazilian Joint Commission for Economic Co-operation, with the purpose of supervising the application of this

predloge in priporočila z namenom razširitve trgovine in okrepite sodelovanja med obema državama.

2. Pogodbenici spodbujata sodelovanje predstavnikov podjetniškega sektorja v mešani komisiji, kateri lahko dajejo svoje predloge in priporočila.

3. Mešana komisija se sestane, ko obe pogodbenici menita, da je to potrebno, in sicer izmenoma v Republiki Sloveniji in Zvezni republiki Braziliji.

#### XII. člen

1. Morebitni spori v zvezi z razlago in izvajanjem tega sporazuma se rešujejo z neposrednimi pogajanjmi po diplomatski poti.

2. Morebitni spori v zvezi z izvajanjem pogodb, sklenjenih v okviru tega sporazuma, se poravnajo v skladu z njihovimi posebnimi določbami in/ali z veljavno zakonodajo.

#### XIII. člen

Določbe tega sporazuma se uporabljajo za pogodbe, ki so bile sklenjene med njegovo veljavnostjo in izpolnjene po prenehanju njegove veljavnosti.

#### XIV. člen

Ta sporazum se predloži v odobritev skladno z notranjimi postopki vsake pogodbenice in začne veljati 30 dni po dnevu prejema zadnjega uradnega obvestila o tem postopku.

#### XV. člen

Ta sporazum velja dve leti in se samodejno podaljša za naslednje obdobje enega leta, razen če najkasneje šest mesecev pred datumom prenehanja njegove veljavnosti ena od pogodbenic pisno in po diplomatski poti obvesti drugo pogodbenico, da namerava sporazum odpovedati.

#### XVI. člen

Ta sporazum lahko obe pogodbenici spremenita in dopolnita v skladu s XIV. členom.

Sestavljeno v Ljubljani dne 16. junija 1997 v dveh izvodih v slovenskem, portugalskem in angleškem jeziku, pri čemer so vsa besedila enako verodostojna. V primeru razlik v razlagi velja angleško besedilo.

Za Vlado  
Republike Slovenije

**Vojka Ravbar** l. r.

Za Vlado  
Zvezne republike Brazilije

**Afonso Celso de Ouro-Preto** l. r.

Agreement and forwarding proposals and recommendations aiming at expanding trade and strengthening co-operation between both countries.

2. The Contracting Parties shall stimulate the participation of representatives of the entrepreneurial sector in the Joint Commission, to which they may submit their suggestions and recommendations.

3. The Joint Commission shall meet when both Contracting Parties deem it necessary, alternately in the Republic of Slovenia and in the Federative Republic of Brazil.

#### Article XII

1. Possible disputes concerning the interpretation and application of this Agreement shall be settled by direct negotiations through diplomatic channels.

2. Possible disputes concerning the execution of contracts concluded within the frame of this Agreement shall be settled in accordance with their specific provisions and/or with competent legislation.

#### Article XIII

The provisions of this Agreement shall remain in force for contracts concluded during its validity and executed after its termination.

#### Article XIV

This Agreement shall be submitted to approval in accordance with internal formalities of each Contracting Party and shall enter into force 30 days after the date of the last notification on this procedure is received.

#### Article XV

This Agreement shall be valid for the period of two years and shall be automatically extended for successive periods of one year, unless any of the Contracting Parties notifies the other, in written form and through diplomatic channels, about its intention to terminate it, no later than six months prior to the expiry date.

#### Article XVI

This Agreement may be amended by both Contracting Parties in accordance with Article XIV.

Done in Ljubljana on 16 June of 1997, in duplicate, each in Slovenian, Portuguese and English languages, all texts being equally authentic. In case of differences in interpretation, the text in English shall prevail.

For the  
Government of the  
Republic of Slovenia  
**Vojka Ravbar**, (s)

For the  
Government of the  
Federative Republic of Brazil  
**Afonso Celso de Ouro-Preto**, (s)

#### 3. člen

Za izvajanje sporazuma skrbi Ministrstvo za ekonomske odnose in razvoj.

#### 4. člen

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

Št. 311-04/98-28/1  
Ljubljana, dne 25. novembra 1999

Predsednik  
Državnega zbora  
Republike Slovenije  
**Janez Podobnik, dr. med. l. r.**



dije in raziskave; skupne znanstvene tečaje, delavnice, konference in simpozije; izmenjavo znanstvenih in tehnoloških informacij ter dokumentacije v zvezi z dejavnostjo sodelovanja; izmenjavo rastlinskih in živalskih genskih virov; izmenjavo znanstvenikov, strokovnjakov in raziskovalcev; izmenjavo oziroma souporabo opreme ali materiala in druge oblike znanstvenega in tehnološkega sodelovanja, o katerih se dogovori Skupni odbor.

#### II. člen

Sodelovanje po tem sporazumu poteka v skladu z veljavnimi zakoni in predpisi pogodbenic in ob upoštevanju razpoložljivega osebja in ustreznih finančnih sredstev.

#### III. člen

1. Dejavnosti sodelovanja po tem sporazumu potekajo na podlagi memorandumov o soglasju ali drugih dogovorov o izvajanju (v nadaljnjem besedilu "dogovori o izvajanju"), sklenjenih med vladnimi organizacijami pogodbenic (glej X. člen). Taki dogovori o izvajanju lahko vključujejo predmet sodelovanja, postopke, financiranje, razdelitev stroškov in druge zadeve v zvezi s sodelovanjem.

2. Predhodno začete dejavnosti se nadaljujejo in potekajo v skladu z določbami tega sporazuma.

#### IV. člen

Pri dejavnostih sodelovanja po tem sporazumu vsaka pogodbenica v skladu s svojimi zakoni in predpisi omogoča:

(a) hiter in učinkovit vnos in iznos ustrezne opreme, instrumentov in projektnih informacij s svojega ozemlja;

(b) hiter in učinkovit vstop oseb, udeleženi pri izvajanju tega sporazuma, na svoje ozemlje in izstop z njega ter potovanja in delo tem osebam na svojem ozemlju in

(c) dostop do geografskih območij, podatkov, materialov, institucij, in do oseb, ki sodelujejo pri izvajanju tega sporazuma.

#### V. člen

Določbe o varstvu in razdelitvi intelektualne lastnine, ustvarjene ali pridobljene med sodelovanjem po tem sporazumu, so navedene v Prilogi A. Določbe o zaščiti informacij in o prenosu tehnologije so navedene v Prilogi B. Priloga A in B sta sestavni del tega sporazuma.

#### VI. člen

Znanstvene in tehnološke informacije, ki niso posebej zaščitene in izhajajo iz sodelovanja po tem sporazumu, bodo na voljo svetovni znanstveni skupnosti po običajnih poteh in v skladu z rednimi postopki sodelujočih vladnih organizacij, če ne bo drugače pisno dogovorjeno z dogovori o izvajanju.

#### VII. člen

Določbe tega sporazuma ne vplivajo na dogovore o znanstvenem in tehnološkem sodelovanju izven tega sporazuma med sodelujočimi vladnimi organizacijami pogodbenic.

#### VIII. člen

Za izvajanje tega sporazuma pogodbenici ustanovita Skupni ameriško-slovenski odbor za znanstveno in tehnološko sodelovanje (v nadaljnjem besedilu "Skupni odbor"). Skupni odbor:

(a) priporoča pogodbenicama splošno politiko po sporazumu;

(b) določa področja in oblike sodelovanja v skladu s I. členom;

(c) pripravlja periodična poročila o dejavnosti Skupnega odbora in dejavnostih sodelovanja po tem sporazumu ter jih daje v pregled državnemu sekretarju Združenih držav Amerike in ministru za znanost in tehnologijo ali ministru za zunanje zadeve Republike Slovenije in

(d) opravlja druge naloge, o katerih se dogovorita pogodbenici.

investigations; joint scientific courses, workshops, conferences and symposia; exchange of science and technology information and documentation in the context of cooperative activities; exchange of plant and animal genetic resources; exchange of scientists, specialists, and researchers; exchange or sharing of equipment or materials; and other forms of scientific and technological cooperation as may be agreed by the Joint Board.

#### ARTICLE II

Cooperation under this Agreement shall be conducted in accordance with the applicable national laws and regulations of the Parties and subject to the availability of personnel and appropriate funds.

#### ARTICLE III

1. Cooperative activities under this Agreement shall take place under implementing memoranda of understanding or other arrangements (hereinafter "implementing arrangements") concluded between government organizations of the two Parties (see Article X). Such implementing arrangements may cover the subjects of cooperation, procedures, funding, allocation of costs, and other relevant matters.

2. Activities previously initiated shall continue under, and be governed by, the provisions of this Agreement.

#### ARTICLE IV

With respect to cooperative activities under this Agreement, each Party shall, in accordance with its laws and regulations, facilitate:

(a) prompt and efficient entry into and exit from its territory of appropriate equipment, instrumentation and project information;

(b) prompt and efficient entry into and exit from its territory and domestic travel and work of persons participating in the implementation of this Agreement; and

(c) provision of access to relevant geographic areas, data, materials, institutions, and persons participating in the implementation of this Agreement.

#### ARTICLE V

Provisions for the protection and allocation of intellectual property created or furnished in the course of cooperative activities under this Agreement are set forth in Annex A. Provisions for security of information and concerning transfer of technology are set forth in Annex B. Annexes A and B shall constitute an integral part of this Agreement.

#### ARTICLE VI

Scientific and technological information of a non-proprietary nature derived from the cooperative activities under this Agreement shall be made available, unless otherwise agreed in writing under implementing arrangements, to the world scientific community through customary channels and in accordance with current procedures of the cooperating government organizations.

#### ARTICLE VII

Nothing in this Agreement shall prejudice arrangements for scientific and technological cooperation not under this Agreement between cooperating government organizations of the Parties.

#### ARTICLE VIII

For the purposes of implementing this Agreement, the Parties shall establish a U.S.-Slovenia Joint Board on Scientific and Technological Cooperation (hereinafter the "Joint Board"). The Joint Board shall:

(a) recommend to the Parties overall policies under the Agreement;

(b) identify fields and forms of cooperation in accordance with Article I;

(c) prepare periodic reports concerning the activities of the Joint Board and cooperative activities undertaken under this Agreement for submission to the Secretary of State of the United States of America and the Minister of Science and Technology or the Minister of Foreign Affairs of the Republic of Slovenia; and

(d) undertake such further functions as may be agreed by the Parties.

## IX. člen

1. Skupni odbor sestavljajo štirje vladni predstavniki, od katerih dva imenuje Vlada Združenih držav Amerike, da jo zastopata, in dva Vlada Republike Slovenije, da jo zastopata. Vsaka stran lahko imenuje namestnike članov.

2. Skupni odbor se sestaja periodično, izmenično v Združenih državah Amerike in Sloveniji, kot se dogovorita pogodbenici. Vsaka pogodbenica krije stroške svojih članov ali drugih udeležencev.

3. Skupni odbor med svojimi člani izbere predsedujočega za enoletno obdobje.

4. Skupni odbor odloča s soglasjem.

## X. člen

1. Vsaka pogodbenica ima izvršilni organ. Izvršilna organa sta Zunanje ministrstvo za Združene države Amerike in Ministrstvo za znanost in tehnologijo za Republiko Slovenijo.

2. Izvršilna organa nadzorujeta, vodita in usklajujeta dejavnosti sodelovanja po tem sporazumu, razen tistih, ki se izvajajo na podlagi dogovorov o izvajanju, sklenjenih skladno s III. členom, in ki jih neposredno financirajo sodelujoče vladne organizacije.

3. Izvršilna organa pripravljata delovno gradivo za zasedanja Skupnega odbora.

## XI. člen

1. Ta sporazum začne veljati z dnem, ko Vlada Republike Slovenije obvesti Vlado Združenih držav Amerike, da so bile izpolnjene vse potrebne pravne zahteve za njegovo uveljavitev. Ta sporazum velja pet let. Samodejno se podaljšuje za zaporedna obdobja pet (5) let, če ni odpovedan vsaj devetdeset (90) dni vnaprej s pisnim obvestilom drugi pogodbenici.

2. Vsaka pogodbenica lahko ta sporazum kadar koli odpove s šestmesečnim pisnim obvestilom drugi pogodbenici. Če se pogodbenici ne dogovorita drugače, prenehanje tega sporazuma ne vpliva na dokončanje katere koli že začete dejavnosti sodelovanja po tem sporazumu, ki še ni bila končana ob prenehanju tega sporazuma.

3. Ta sporazum lahko pogodbenici spremenita pisno z dogovorom.

V POTRDI TEV TEGA sta podpisana, ki sta ju za to pravilno pooblastili njuni vladi, podpisala ta sporazum.

SESTAVLJENO v Ljubljani, v dveh izvornikih, dne 21. junija 1999 v slovenskem in angleškem jeziku, pri čemer sta obe besedili enako verodostojni.

Za Vlado  
Republike Slovenije  
Verica Trstenjak l. r.

Za Vlado  
Združenih držav Amerike  
Nancy Halliday Ely-Raphel l. r.

## PRILOGA A

## INTELEKTUALNA LASTNINA

V skladu s V. členom tega sporazuma pogodbenici zagotavljata ustrezno in učinkovito varstvo intelektualne lastnine, ustvarjene ali pridobljene na podlagi tega sporazuma ter ustreznih dogovorov o izvajanju. Pogodbenici soglašata, da se bosta pravočasno obveščali o izumih ali avtorskih delih, ki izhajajo iz tega sporazuma, in pravočasno poskrbeli za varstvo take intelektualne lastnine. Pravice do take intelektualne lastnine se razdelijo, kot določa ta priloga.

## I. OBSEG

A. Ta priloga se uporablja za vse dejavnosti sodelovanja po tem sporazumu, razen če se pogodbenici ali njuni pooblaščenici posebej ne dogovorijo drugače.

## ARTICLE IX

1. The Joint Board shall consist of four government representatives, two of whom shall be designated by, and serve at the pleasure of, the Government of the United States of America and two of whom shall be designated by, and serve at the pleasure of, the Government of the Republic of Slovenia. Each Party may designate alternate members.

2. The Joint Board shall meet periodically, alternating in the United States and Slovenia, as agreed by the Parties. Each Party will bear the expenses of its members or other participants.

3. The Joint Board shall select a chairman from among its members for a one year term.

4. The Joint Board shall act by consensus.

## ARTICLE X

1. Each Party shall have an Executive Agent. The Executive Agents shall be the Department of State for the United States of America and the Ministry of Science and Technology for the Republic of Slovenia.

2. The Executive Agents shall exercise overall oversight, management and coordination of cooperative activities under this Agreement other than those carried out under implementing arrangements entered into under Article III and which are directly funded by participating government organizations.

3. The Executive Agents shall prepare working papers for sessions of the Joint Board.

## ARTICLE XI

1. This Agreement shall enter into force on the date on which the Government of the Republic of Slovenia notifies the Government of the United States of America that all necessary legal requirements for entry into force of this Agreement have been fulfilled. This Agreement shall remain in force for five years. It will be automatically extended for consecutive periods of five (5) years unless terminated by at least ninety (90) days prior written notice to the other Party.

2. Either Party may terminate this Agreement at any time upon six-months prior written notice to the other Party. Unless otherwise agreed by the Parties, the termination of this Agreement shall not affect the completion of any cooperative activity undertaken under this Agreement and not fully completed at the time of the termination of this Agreement.

3. This Agreement may be amended in writing by the agreement of the Parties.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Governments, have signed this Agreement.

DONE at Ljubljana, in duplicate, this 21 day of June, 1999, in the Slovene and English languages, both texts being equally authentic.

For the Government of the  
Republic of Slovenia  
Verica Trstenjak (s)

For the Government of the  
United States of America  
Nancy Halliday Ely-Raphel (s)

## ANNEX A

## INTELLECTUAL PROPERTY

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

## I. SCOPE

A. This Annex is applicable to all cooperative activities undertaken pursuant to this Agreement, except as otherwise specifically agreed by the Parties or their designees.

B. Za namene tega sporazuma ima izraz "intelektualna lastnina" pomen, ki ga določa 2. člen Konvencije o ustanovitvi Svetovne organizacije za intelektualno lastnino, podpisane v Stockholmu 14. julija 1967.

C. Ta priloga se nanaša na razdelitev pravic, deležev in honorarjev med pogodbenicama. Vsaka pogodbenica zagotovi drugi možnost za pridobitev pravice intelektualne lastnine, razdeljene v skladu s to prilogo, tako da te pravice pridobi od svojih udeležencev s pogodbami ali po potrebi z drugimi pravnimi sredstvi. Ta priloga sicer ne spreminja ali prejudicira razdelitve med pogodbenico in njenimi državljani, ki jo določata zakonodaja in praksa pogodbenice.

D. Spore v zvezi z intelektualno lastnino, ki izhajajo iz tega sporazuma, naj s pogovori rešujejo ustrezne sodelujoče institucije ali po potrebi pogodbenici oziroma njuni pooblaščenici. Na podlagi soglasja pogodbenic se spor predloži arbitražnemu sodišču v zavezujoče razsojanje v skladu z veljavnimi pravili mednarodnega prava. Če se pogodbenici ali njuni pooblaščenici pisno ne dogovorijo drugače, veljajo arbitražna pravila Komisije Združenih narodov za mednarodno trgovinsko pravo (UNCITRAL).

E. Prenehanje ali potek tega sporazuma ne vpliva na pravice ali obveznosti iz te priloge.

## II. RAZDELITEV PRAVIC

A. Vsaka pogodbenica je upravičena do neizključne, nepreklicne in brezplačne licence v vseh državah za prevajanje, razmnoževanje in javno distribuiranje znanstvenih in tehničnih časopisnih člankov, poročil in knjig, ki neposredno izhajajo iz sodelovanja po tem sporazumu. V vseh javno distribuiranih izvodih avtorskega dela, pripravljenega na podlagi te določbe, morajo biti navedena imena avtorjev dela, razen če avtor izrecno ne želi biti imenovan.

B. Pravice do vseh oblik intelektualne lastnine, razen pravic, navedenih pod II.A., bodo razdeljene takole:

1. Gostujoči raziskovalci, na primer gostujoči znanstveniki predvsem na študijskem izpopolnjevanju, pridobijo pravice intelektualne lastnine na podlagi politik institucije gostiteljice. Dodatno ima vsak gostujoči raziskovalec, ki je izumitelj, pravico do deleža od vsakega honorarja, ki ga pridobi institucija gostiteljica z licenciranjem te intelektualne lastnine.

2. (a) Za intelektualno lastnino, ustvarjeno med skupnim raziskovanjem, na primer pri vnaprejšnjem dogovoru o obsegu dela med pogodbenicama, sodelujočimi institucijami ali sodelujočim osebjem, je vsaka pogodbenica upravičena do pridobitve vseh pravic in deležev na svojem ozemlju. Pravice in deleži v tretjih državah bodo določeni z dogovori o izvajanju. Če raziskava v ustreznih dogovorih o izvajanju ni označena kot "skupna raziskava", bodo pravice do intelektualne lastnine, ki izhajajo iz raziskave, razdeljene v skladu z odstavkom II.B.1. Dodatno bo vsaka oseba, ki je izumitelj, upravičena do deleža honorarja, pridobljenega v kateri koli instituciji na podlagi licenciranja lastnine.

(b) Če ena pogodbenica zagotavlja zakonsko varstvo določene vrste intelektualne lastnine, druga pa ne, bo ne glede na odstavke II.B.2.(a) pogodbenica, katere zakoni predvidevajo to vrsto varstva, upravičena do vseh pravic in deležev po vsem svetu. Osebe, ki so izumitelji lastnine, bodo kljub temu upravičene do honorarja, kot določa odstavke II.B.2.(a).

## III. ZAUPNE POSLOVNE INFORMACIJE

Če je informacija, pridobljena ali ustvarjena na podlagi sporazuma, pravočasno opredeljena kot zaupna poslovna informacija, pogodbenici in njuni udeleženci varujejo takšno informacijo v skladu z veljavnimi zakoni, predpisi in upravno prakso. Informacija je lahko opredeljena kot "zaupna poslovna", če oseba, ki ima to informacijo, z njo lahko ustvari gospodarsko korist ali pridobi konkurenčno prednost pred tistimi, ki je nimajo, če informacija ni splošno znana ali dostopna javnosti iz drugih virov in če je lastnik ni predhodno dal na razpolago, ne da bi pravočasno določil zaupnost informacije.

B. For purposes of this Agreement, "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.

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

D. Disputes concerning intellectual property arising under this Agreement 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.

E. Termination or expiration of this Agreement shall not affect rights or obligations under this Annex.

## II. ALLOCATION OF RIGHTS

A. 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 Agreement. All publicly distributed copies of a copyrighted work prepared under this provision shall indicate the names of the authors of the work unless an author explicitly declines to be named.

B. Rights to all forms of intellectual property, other than those rights described in section II.A. above, shall be allocated as follows:

1. 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.

2. (a) For intellectual property created during joint research, for example, when the Parties, participating institutions, or participating personnel have agreed in advance on the scope of work, each Party shall be entitled to obtain all rights and interests in its own territory. Rights and interests in third countries will be determined in implementing arrangements. If research is not designated as "joint research" in the relevant implementing arrangements, rights to intellectual property arising from the research will be allocated in accordance with paragraph II.B.1. In addition, each person named as an inventor shall be entitled to share a portion of any royalties earned by either institution from the licensing of the property.

(b) Notwithstanding paragraph II.B.2.(a), if a type of intellectual property is protected under the laws of one Party but not 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.B.2.(a).

## III. BUSINESS-CONFIDENTIAL INFORMATION

In the event that information identified in a timely fashion as business-confidential is furnished or created under the Agreement, each Party and its participants shall protect such information in accordance with applicable laws, regulations, and administrative practice. Information may be identified as "business-confidential" if a person having the information may derive an economic benefit from it or may obtain a competitive advantage over those who do not have it, the information is not generally known or publicly available from other sources, and the owner has not previously made the information available without imposing in a timely manner an obligation to keep it confidential.



**PRILOGA B**  
**OBVEZNOSTI GLEDE VARNOSTI**

**I. ZAŠČITA INFORMACIJ**

Pogodbenici se strinjata, da ne bo nobena informacija ali oprema, katere zaščito terjajo interesi državne obrambe ali odnosov s tujino ene ali druge pogodbenice in je zaupna v skladu z veljavnimi državnimi zakoni in predpisi, dana na razpolago po tem sporazumu. Če se med izvajanjem dejavnosti sodelovanja po tem sporazumu ugotovi, da gre za informacijo ali opremo, za katero je znano ali se domneva, da zahteva tako varstvo, se takoj obvestijo ustrezni uslužbenci in se pogodbenici posvetujeta o potrebnosti in dodelitvi stopnje ustreznega varstva take informacije ali opreme.

**II. PRENOS TEHNOLOGIJE**

Prenos informacij ali opreme med pogodbenicama, ki niso označene kot zaupne, vendar so izvozno kontrolirane, mora biti v skladu z ustreznimi zakoni in predpisi vsake pogodbenice, da se prepreči nedovoljeni prenos ali prenos v tretje države takih informacij ali opreme, zagotovljenih ali izdelanih po tem sporazumu. Natančne določbe za preprečitev nedovoljenega prenosa in prenosa v tretje države takih informacij ali opreme se vključijo v pogodbe ali dogovore o izvajanju, če katera od pogodbenic meni, da je to potrebno.

3. člen

Za izvajanje sporazuma skrbi Ministrstvo za znanost in tehnologijo.

4. člen

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

Št. 630-02/99-17/1

Ljubljana, dne 25. novembra 1999

**ANNEX B**  
**SECURITY OBLIGATIONS**

**I. PROTECTION OF INFORMATION**

Both Parties agree that no information or equipment requiring protection in the interests of national defense or foreign relations of either Party and classified in accordance with the applicable national laws and regulations shall be provided under this Agreement. In the event that information or equipment which is known or believed to require such protection is identified in the course of cooperative activities undertaken pursuant to this Agreement, it shall be brought immediately to the attention of the appropriate officials and the Parties shall consult concerning the need for and level of appropriate protection to be accorded such information or equipment.

**II. TECHNOLOGY TRANSFER**

The transfer of unclassified export-controlled information or equipment between the Parties shall be in accordance with the relevant laws and regulations of each Party to prevent the unauthorized transfer or retransfer of such information or equipment provided or produced under this Agreement. If either Party deems it necessary, detailed provisions for the prevention of unauthorized transfer or retransfer of such information or equipment shall be incorporated into the contracts or implementing arrangements.

Predsednik  
Državnega zbora  
Republike Slovenije  
**Janez Podobnik, dr. med. l. r.**

– **Obvestilo Ministrstva za zunanje zadeve Republike Slovenije**

**O B V E S T I L O**  
**Ministrstva za zunanje zadeve Republike Slovenije**

Dne 1. decembra 1999 je prenehal veljati Sporazum o vzajemnih potovanjih državljanov, ki je bil sklenjen med nekdanjo SFRJ in nekdanjo ZSSR dne 31. 10. 1989.

Ministrstvo za zunanje zadeve  
Republike Slovenije

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– Internet <http://www.uradni-list.si> – e-mail: [info@uradni-list.si](mailto:info@uradni-list.si)