



18. Uredba o ratifikaciji Sporazuma o sodelovanju med Ministrstvom za delo, družino in socialne zadeve Republike Slovenije in Ministrstvom za delo in socialno politiko Republike Bolgarije

Na podlagi četrte alineje petega odstavka 75. člena Zakona o zunanjih zadevah (Uradni list RS, št. 113/03 – uradno prečiščeno besedilo, 20/06 – ZNOMCMO in 76/08) izdaja Vlada Republike Slovenije

U R E D B O

O RATIFIKACIJI SPORAZUMA O SODELOVANJU MED MINISTRSTVOM ZA DELO, DRUŽINO IN SOCIALNE ZADEVE REPUBLIKE SLOVENIJE IN MINISTRSTVOM ZA DELO IN SOCIALNO POLITIKO REPUBLIKE BOLGARIJE

1. člen

Ratificira se Sporazum o sodelovanju med Ministrstvom za delo, družino in socialne zadeve Republike Slovenije in Ministrstvom za delo in socialno politiko Republike Bolgarije, podpisan na Brdu pri Kranju 31. januarja 2008.

2. člen

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

**AGREEMENT
ON COOPERATION
BETWEEN
THE MINISTRY OF LABOUR, FAMILY
AND SOCIAL AFFAIRS OF THE REPUBLIC
OF SLOVENIA
AND
THE MINISTRY OF LABOUR AND SOCIAL
POLICY
OF THE REPUBLIC OF BULGARIA**

The Ministry of Labour, Family and Social Affairs of the Republic of Slovenia and the Ministry of Labour and Social Policy of the Republic of Bulgaria (hereinafter referred to as the Contracting Parties),

desiring to establish mutual cooperation in the spheres of work of both Contracting Parties, have decided to conclude this Agreement on mutual cooperation.

To achieve this purpose the Contracting Parties have agreed as follows:

Article 1

1. The competent authorities for cooperation are:

a) on the Slovene side: Ministry of Labour, Family and Social Affairs of the Republic of Slovenia;

b) on the Bulgarian side: Ministry of Labour and Social Policy of the Republic of Bulgaria.

2. The activities concerning planning, coordination and implementation of this Agreement shall be carried out:

a) on behalf of the Ministry of Labour, Family and Social Affairs of the Republic of Slovenia by the International Relations and European Affairs Department; and

b) on behalf of the Ministry of Labour and Social Policy of the Republic of Bulgaria by the Directorate for European Coordination, International Legal Affairs and Cooperation.

**SPORAZUM
O SODELOVANJU
MED
MINISTRSTVOM ZA DELO, DRUŽINO
IN SOCIALNE ZADEVE REPUBLIKE SLOVENIJE
IN
MINISTRSTVOM ZA DELO IN SOCIALNO
POLITIKO
REPUBLIKE BOLGARIJE**

Ministrstvo za delo, družino in socialne zadeve Republike Slovenije ter Ministrstvo za delo in socialno politiko Republike Bolgarije (v nadaljevanju pogodbenika)

sta se v želji po vzpostavitvi medsebojnega sodelovanja na področju dela pogodbenikov odločili, da skleneta ta sporazum o medsebojnem sodelovanju.

V ta namen sta se pogodbenika sporazumela:

1. člen

1. Za sodelovanje sta pristojni:

a) na slovenski strani: Ministrstvo za delo, družino in socialne zadeve Republike Slovenije;

b) na bolgarski strani: Ministrstvo za delo in socialno politiko Republike Bolgarije.

2. Za dejavnosti, povezane z načrtovanjem, usklajevanjem in izvajanjem tega sporazuma, sta pristojna:

a) za Ministrstvo za delo, družino in socialne zadeve Republike Slovenije: Služba za mednarodno sodelovanje in evropske zadeve ter

b) za Ministrstvo za delo in socialno politiko Republike Bolgarije: Direktorat za evropsko usklajevanje, mednarodno-pravne zadeve in sodelovanje.

Article 2

Cooperation shall primarily take the following forms:

- a) exchange of experts in the fields under the responsibility of the two ministries;
- b) consultations and additional training of experts;
- c) exchange of expert material, in particular on implementation of labour and employment policy programmes, legislative proposals and other material related to the work of both ministries as well as corresponding expert opinions;
- d) cooperation in the field of coordination and exchange of information related to Bulgarian and Slovene positions in the decision-making process at the European level.

Article 3

The Contracting Parties hereby determine the following priorities:

- a) studying the experience of the Republic of Slovenia related to the accession process to the European Union and exchange of experience related to the accession process of the Republic of Bulgaria to the European Union;
- b) exchange of experience related to measures, regulations and institutions in the field of labour and employment policies;
- c) exchange of information on the system of industrial relations, collective agreements, and legislative regulation of the functioning of the labour market;
- d) exchange of experience related to special programmes preventing long-term unemployment and providing support to groups with an unfavourable status on the labour market (first time job seekers, persons with disabilities);
- e) exchange of experience related to the methods used to determine the efficiency of active employment policy measures;
- f) exchange of practical experience related to labour inspection from the standpoint of safety and health at work, prevention of illegal work and compliance with the legislation on promotion and maintenance of employment;
- g) exchange of information and experience concerning child and family protection;
- h) cooperation and exchange of information and experience in the field of free movement of persons in the European Union, especially in the field of coordination of social security systems, free movement of workers and migration;
- i) exchange of information and experience concerning structure, management and financing of the social assistance system as well as competence and role of the state, municipalities and non-governmental organisations;
- j) examination of the situation, possibilities and interests concerning the development of various forms of cooperation between the two countries in the working fields of the Contracting Parties.

Article 4

With respect to financing the implementation of this Agreement, the Contracting Parties agree that the travel and accommodation costs are paid for by the sending party, and the host party covers the expenses of organizing a suitable expert programme and, if needed, the costs of internal transportation and interpretation.

Article 5

For the implementation of this Agreement the Contracting Parties shall coordinate and sign two-year work programmes which define forms and ways of implementing each activity.

Article 6

The Contracting Parties may amend the present Agreement under the condition of their mutual consent. Amendments should be laid down in the form of a Protocol which will enter into force under the procedure for entering into force of the Agreement itself and will represent an inseparable part of the Agreement.

2. člen

Predvidene so zlasti te oblike sodelovanja:

- a) izmenjava strokovnjakov s področij v pristojnosti ministrstev;
- b) posvetovanja in dodatno usposabljanje strokovnjakov;
- c) izmenjava strokovnega gradiva, zlasti o izvajanju programov politike dela in zaposlovanja, zakonodajnih predlogov ter drugega gradiva v zvezi z delom ministrstev kakor tudi strokovnih mnenj o njem;
- d) sodelovanje pri usklajevanju in izmenjavi informacij o bolgarskih in slovenskih stališčih pri odločanju na evropski ravni.

3. člen

Pogodbenika določata te prednostne naloge:

- a) preučitev izkušenj o pristopu Republike Slovenije k Evropski uniji in izmenjava izkušenj o pristopu Republike Bolgarije k Evropski uniji;
- b) izmenjava izkušenj o ukrepih, predpisih in ustanovah na področju politike dela in zaposlovanja;
- c) izmenjava informacij o sistemu odnosov med delodajalci in delojemalci, o kolektivnih pogodbah in zakonski ureditvi delovanja trga dela;
- d) izmenjava izkušenj o posebnih programih za preprečevanje dolgotrajne brezposelnosti in pomoč skupinam z neugodnim položajem na trgu dela (iskalci prve zaposlitve, invalidi);
- e) izmenjava izkušenj o načinih ugotavljanja učinkovitosti ukrepov aktivne politike zaposlovanja;
- f) izmenjava praktičnih izkušenj o delovanju inšpekcije dela predvsem z vidika varnosti in zdravja pri delu, preprečevanja dela na črno in usklajenosti z zakonodajo o spodbujanju in ohranjanju zaposlitve;
- g) izmenjava informacij in izkušenj glede varstva otrok in družine;
- h) sodelovanje in izmenjava informacij ter izkušenj pri prostem pretoku oseb v Evropski uniji, še posebej pri koordinaciji sistemov socialne varnosti, prostega pretoka delavcev ter migracij;
- i) izmenjava informacij in izkušenj o ustroju, upravljanju in financiranju sistema socialnega varstva ter o pristojnostih in vlogi države, občin in nevladnih organizacij;
- j) preučitev stanja, možnosti in interesov za razvoj raznih oblik sodelovanja med državama na delovnih področjih pogodbenikov.

4. člen

Pogodbenika se glede financiranja izvajanja tega sporazuma dogovorita, da stroške potovanj in nastanitve krije pošiljatelj, gostitelj pa krije stroške organizacije ustreznega strokovnega programa in po potrebi stroške notranjih prevozov in tolmačenja.

5. člen

Za izvajanje tega sporazuma pogodbenika uskladita in podpišeta dveletne delovne programe, ki določajo oblike in načine izvajanja posameznih dejavnosti.

6. člen

Pogodbenika lahko spremenita ta sporazum s soglasjem. Spremembe morajo biti v obliki protokola, za katerega velja isti postopek za začetek veljavnosti kot za ta sporazum in je sestavni del sporazuma.

Article 7

Disputes between the Contracting Parties concerning the interpretation and implementation of the present Agreement shall be resolved through consultations and negotiations.

Article 8

1. This Agreement is concluded for a period of four years. Upon the expiration of this period, its validity shall be automatically prolonged each time for one year, unless either Contracting Party denounces it in writing through diplomatic channels not later than 3 months prior to its expiration.

2. This Agreement shall enter into force on the date of receipt of the last note with which the Contracting Parties notify each other through diplomatic channels that all internal legal requirements for the entry into force of this Agreement have been fulfilled.

Done in Brdo pri Kranju on 31 January 2008 in two originals in the English language.

For the Ministry
of Labour, Family and Social
Affairs of the Republic
of Slovenia
Marjeta Cotman (s)

For the Ministry
of Labour and Social Policy
of the Republic
of Bulgaria
Emilija Maslarova (s)

7. člen

Spori med pogodbenikoma v zvezi z razlago in izvajanjem sporazuma se rešujejo s posvetovanjem in pogajanji.

8. člen

1. Ta sporazum je sklenjen za štiri leta. Po poteku tega obdobja se njegova veljavnost vsakokrat samodejno podaljša za eno leto, razen če ga kateri koli pogodbenik po diplomatski poti pisno ne odpove najpozneje 3 mesece pred njegovim potekom.

2. Ta sporazum začne veljati z dnem prejema zadnje note, s katerima se pogodbenika po diplomatski poti obvestita o izpolnitvi vseh notranjepravnih zahtev za začetek njegove veljavnosti.

Sestavljeno na Brdu pri Kranju 31. januarja 2008 v dveh izvirmikih v angleškem jeziku.

Za Ministrstvo
za delo, družino in socialne
zadeve Republike Slovenije
Marjeta Cotman l.r.

Za Ministrstvo
za delo in socialno politiko
Republike Bolgarije
Emilija Maslarova l.r.

3. člen

Za izvajanje sporazuma skrbi Ministrstvo za delo, družino in socialne zadeve.

4. člen

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

Št. 00724-9/2009
Ljubljana, dne 12. marca 2009
EVA 2009-1811-0001

Vlada Republike Slovenije

Borut Pahor l.r.
Predsednik

19. Uredba o ratifikaciji Sporazuma med Ministrstvom za visoko šolstvo, znanost in tehnologijo (MVZT) Republike Slovenije in Državnim svetom za znanstveni in tehnološki razvoj (CNPq) Federativne republike Brazilije

Na podlagi četrte alineje petega odstavka 75. člena Zakona o zunanjih zadevah (Uradni list RS, št. 113/03 – uradno prečiščeno besedilo, 20/06 – ZNOMCMO in 76/08) izdaja Vlada Republike Slovenije

U R E D B O**O RATIFIKACIJI SPORAZUMA MED MINISTRSTVOM ZA VISOKO ŠOLSTVO, ZNANOST IN TEHNOLOGIJO (MVZT) REPUBLIKE SLOVENIJE IN DRŽAVNIM SVETOM ZA ZNANSTVENI IN TEHNOLOŠKI RAZVOJ (CNPq) FEDERATIVNE REPUBLIKE BRAZILIJE****1. člen**

Ratificira se Sporazum med Ministrstvom za visoko šolstvo, znanost in tehnologijo (MVZT) Republike Slovenije in Državnim svetom za znanstveni in tehnološki razvoj (CNPq) Federativne republike Brazilije, sklenjen v Ljubljani 19. julija 2007.

2. člen

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

**SPORAZUM
MED MINISTRSTVOM ZA VISOKO ŠOLSTVO,
ZNANOST IN TEHNOLOGIJO (MVZT)
REPUBLIKE SLOVENIJE
IN
DRŽAVNIM SVETOM ZA ZNANSTVENI IN
TEHNOLOŠKI RAZVOJ (CNPq) FEDERATIVNE
REPUBLIKE BRAZILIJE**

Ministrstvo za visoko šolstvo, znanost in tehnologijo Republike Slovenije, ustanovljeno na podlagi 6. člena Zakona o spremembah in dopolnitvah Zakona o državni upravi (Ur. l. RS, št. 123/2004), ki ga v tem sporazumu zastopa minister dr. Jure Zupan, ki je bil imenovan za ministra za visoko šolstvo, znanost in tehnologijo na 4. izredni seji Državnega zbora Republike Slovenije dne 3. decembra 2004, in Državni svet za znanstveni in tehnološki razvoj, javna ustanova, ustanovljena po Zakonu št. 6.129 z dne 6. novembra 1974, povezana z Ministrstvom za znanost in tehnologijo Federativne republike Brazilije, z glavnim sedežem v mestu Brasilia, DF, SEPN Q. 507, Bloco »B«, poštna številka 70740-901, registrirana pri CNPq/MF pod številko 33.654.831/0001-36, ki jo v tem sporazumu zastopa njen predsednik prof. dr. Erney Felício Plessman de Camargo s stalnim bivališčem v mestu Brasilia, DF in s pooblastili, ki so mu dodeljena po Odredbi predsedstva republike št. 250, objavljeni v Uradnem listu Zveze – DOU, II. del dne 5. februarja 2003, v nadaljnjem besedilu pogodbenika, sta se ob priznanju pomena, ki ga ima spodbujanje znanstvenega in tehnološkega sodelovanja med Slovenijo in Brazilijo, in v želji po okrepitevi tega sodelovanja v obojestransko korist

sporazumela:

**PRVI ČLEN
PREDMET SPORAZUMA**

Pogodbenika se zavezujeta, da bosta razvijala in krepila sodelovanje na področju znanstvenega in tehnološkega raziskovanja v skladu s svojimi in skupno sprejetimi programi. Tako sodelovanje bo potekalo z razvijanjem projektov in dejavnosti, ki bodo sestavni del programov znanstvenega in tehnološkega sodelovanja, ki je predmet tega sporazuma, kakor jih bosta opredelila pogodbenika, in v skladu z njunimi notranjimi pravili.

**AGREEMENT
BETWEEN THE MINISTRY OF HIGHER
EDUCATION, SCIENCE AND TECHNOLOGY
(MHEST) OF THE REPUBLIC OF SLOVENIA
AND
THE NATIONAL COUNCIL FOR SCIENTIFIC
AND TECHNOLOGICAL DEVELOPMENT (CNPq),
OF THE FEDERATIVE REPUBLIC OF BRAZIL**

The Ministry of Higher Education, Science and Technology (MHEST) of the Republic of Slovenia, established on the basis of the 6th Clause of the Act amending Public Administration Act (Official Gazette of the Republic of Slovenia, No. 123/2004), in this act represented by its Minister, Dr. Jure Zupan, nominated as a minister for Higher Education, Science and Technology at the 4th special session of the Parliament of the Republic of Slovenia on 3rd December 2004, and The National Council for Scientific and Technological Development (CNPq), public foundation instituted by the Law n^o 6.129, of November 6, 1974, linked to the Ministry of Science and Technology – MCT, of the Federative Republic of Brazil, with headquarters in Brasilia, DF, at SEPN Q. 507, Bloco "B", Postal Code 70740-901, registered at CNPq/MF under the number 33.654.831/0001-36, in this act represented by its President, Prof. Dr. Erney Felício Plessman de Camargo, resident in the city of Brasilia – DF, in the use of the faculties conferred by Portaria n^o 250, of the Presidency of the Republic, published in the Official Diary of the Union – DOU, Section II, on 05th February, 2003, henceforth called Parties, recognising the importance of fostering scientific and technological co-operation between Slovenia Brazil, and desiring to strengthen this co-operation on the basis of mutual benefit,

Have agreed as follows:

**FIRST CLAUSE
ON THE OBJECT**

The Parties commit themselves to develop and strengthen their collaboration in the field of scientific and technological research, in accordance with their own programmes and those jointly approved. Such collaboration will be carried out through the development of projects and activities, which will form an integral part of the programmes for scientific and technological co-operation considered by this instrument, as defined by the Parties and in conformity with their internal rules.

* Besedilo sporazuma v portugalskem jeziku je na vpogled v Sektorju za mednarodno pravo Ministrstva za zunanje zadeve.

DRUGI ČLEN **OBLIKE SODELOVANJA**

Pogodbenika v skladu s svojimi mednarodnimi obveznostmi in notranjo zakonodajo ter drugimi pravili, veljavnimi v njunih državah, spodbujata tako sodelovanje z naslednjimi mehanizmi:

- a) izvajanjem dogovorjenih skupnih raziskovalnih in razvojnih projektov;
- b) izmenjavo raziskovalcev, znanstvenikov in uslužbencev (v nadaljevanju »strokovnjaki«) zaradi spodbujanja raziskovalnega dela, posvetovanj in izmenjave izkušenj pri skupnih raziskovalnih in razvojnih projektih;
- c) organiziranjem znanstvenih in tehnoloških seminarjev, delavnic, simpozijev in drugih srečanj, ki so v skupnem interesu, zaradi spodbujanja sodelovanja med pristojnimi ustanovami in raziskovalnimi skupinami obeh držav, da se opredelijo nadaljnje možnosti sodelovanja;
- d) izmenjavo podatkov o skupnih raziskovalnih in razvojnih politikah in strategijah;
- e) izmenjavo informacij in znanstvenih publikacij;
- f) drugimi oblikami znanstvenega in tehnološkega sodelovanja, o katerih se pogodbenika dogovorita.

PRVI PODČLEN Pogodbenika lahko poleg zgoraj navedenih mehanizmov medsebojno sodelovanje razvijata tudi s svojimi ukrepi ali programi.

DRUGI PODČLEN Pogodbenika izkoristita priložnosti za sodelovanje z drugimi državami in regijami.

TRETJI ČLEN **OBLIKOVANJE PROGRAMOV**

Pogodbenika se strinjata, da za izvajanje tega sporazuma oblikujeta skupne programe sodelovanja na srečanjih delegacij pogodbenikov ali pisno.

PRVI PODČLEN Mehanizme, potrebne za načrtovanje in izvajanje programov in projektov po tem sporazumu, pogodbenika določita pisno v skladu s svojimi notranjimi pravili. Ti mehanizmi začnejo veljati, potem ko predlagatelj prejme jasno odobritev drugega pogodbenika.

DRUGI PODČLEN Ti programi naj se občasno dopolnijo ali pregledajo, vsebujejo pa naj prednostna področja sodelovanja in dejavnosti, ki se bodo razvijale, in mehanizme, potrebne za njihovo načrtovanje in izvajanje.

ČETRTI ČLEN **BIOTSKA RAZNOVRSTNOST**

Pogodbenika se strinjata, da bosta pri dvostranskih dejavnostih, ki vključujejo biotsko raznovrstnost, upoštevala svojo notranjo zakonodajo.

PETI ČLEN **INTELEKTUALNA LASTNINA**

Pogodbenika se strinjata, da bodo za vse pravice intelektualne lastnine, pridobljene pri izvajanju tega sporazuma, veljali predpisi in zakoni, ki se uporabljajo v posamezni državi, mednarodne konvencije o pravicah intelektualne lastnine, katerih pogodbenici sta državi, ter določbe in pogoji tega sporazuma.

PRVI PODČLEN Pravice intelektualne lastnine za katero koli stvaritev, ki lahko izhajajo iz dejavnosti, povezanih s predvidenim sodelovanjem po tem sporazumu, bodo last raziskovalnih ustanov, ki pri tem sodelujejo, in bodo urejene s posebno pogodbo, ki jo podpišejo, pogodbenika tega sporazuma pa bosta s tem seznanjena.

SECOND CLAUSE **ON THE CO-OPERATION FORMS**

The Parties will promote such co-operation through the following mechanisms, in conformity with their international responsibilities and with the national legislation and other rules into force in their respective countries:

- a) implementation of joint R&D projects mutually agreed upon;
- b) exchange of researchers, scientists, and officials (hereinafter called »specialists«) aiming at the promotion of research, consultation and exchange of experiences within R&D joint research projects;
- c) organization of scientific and technological seminars, workshops, symposia and other meetings of mutual interest, so as to promote the interaction between relevant institutions and research groups of both countries, with a view to identifying the prospects for co-operation;
- d) information exchanges of joint R&D policies and strategies;
- e) exchange of information and scientific publications;
- f) other forms of scientific and technological co-operation agreed by the Parties.

FIRST SUB-CLAUSE Besides the above-mentioned mechanisms, the Parties can develop their co-operation by means of instruments or programmes of their own.

SECOND SUB-CLAUSE The opportunities of co-operation with other countries and regional blocs will be appreciated by the Parties.

THIRD CLAUSE **ON THE FORMALIZATION OF THE PROGRAMMES**

In order to implement this Agreement, both Parties agree to establish joint programmes of co-operation by means of meetings of delegations of both Parties or through the exchange of correspondence.

FIRST SUB-CLAUSE The necessary mechanisms for the planning and implementation of programmes and projects carried out under this Agreement will be established by means of exchange of correspondence between the Parties, in conformity with their internal rules. These mechanisms will be effective after the proponent has received a clear acceptance from the other Party.

SECOND SUB-CLAUSE Such programmes should be supplemented or reviewed periodically and should state the preferential areas for the co-operation, as well as the actions to be developed and the necessary mechanisms for their planning and execution.

FOURTH CLAUSE **ON THE USE OF BIODIVERSITY**

In the case of bilateral activities that involve the use of biodiversity the Parties agree to observe their respective national legislation.

FIFTH CLAUSE **ON THE INTELLECTUAL PROPERTY**

The Parties agree that any intellectual property rights accrued in the process of implementing this Agreement will be subject to the regulations and laws applicable in each country as well as to international conventions on intellectual property rights to which both countries are parties and the clauses and conditions here established.

FIRST SUB-CLAUSE The intellectual property rights on any creation, which may result from the activities related to the co-operation foreseen under this Agreement, will be property of the research institutions that execute this co-operation and shall be established in a specific contract to be signed by them with the awareness of the Parties of this Agreement.

DRUGI PODČLEN Udeležba pri rezultatih komercialnega izkoriščanja pravic intelektualne lastnine, vključno s prenesenimi na tretje osebe, bo določena v pogodbi med ustanovami, lastnicami teh pravic in pogodbenikoma tega sporazuma.

ŠESTI ČLEN
FINANCIRANJE PROGRAMOV IN PROJEKTOV

Pogodbenika storita vse potrebno za pridobitev finančnih sredstev za izvajanje odobrenih programov in projektov. Ta finančna sredstva so del mehanizmov iz prvega podčlena tretjega člena.

PODČLEN Pogodbenika se strinjata, da vsak krije izdatke za svoje strokovnjake (prevozne stroške, dnevnice, zdravstveno zavarovanje in prevoz v državi gostiteljici) v skladu s svojimi razpoložljivimi finančnimi sredstvi.

SEDMI ČLEN
ZDRAVSTVENO ZAVAROVANJE STROKOVNJAKOV

Pogodbenika poskrbita za sklenitev ustreznega zdravstvenega zavarovanja za svoje strokovnjake za čas njihovega bivanja v državi sprejemnici še pred prihodom vanjo. Pogodbenik gostitelj ni odgovoren za povračilo stroškov zdravniške pomoči.

OSMI ČLEN
PREPOVED DELOVNEGA RAZMERJA

Gostujoči strokovnjaki ne smejo začeti nikakršne vrste dejavnosti, če ni povezana z njihovo nalogo, in vzpostaviti nikakršnega delovnega razmerja z ustanovo gostiteljico in ustanovo, ki zagotavlja finančna sredstva, niti ne more ustanova gostiteljica ali ustanova, ki zagotavlja finančna sredstva, nadomestiti matične ustanove v zvezi z delom in vsem, kar je povezano z njim.

DEVETI ČLEN
SPREMLJANJE IZVAJANJA SPORAZUMA

Pogodbenika svojima vladama predložita letno poročilo o dejavnostih, ki sta jih razvila na podlagi tega sporazuma. Izvod poročila se predloži tudi drugemu pogodbeniku na njegovo zahtevo.

DESETI ČLEN
PREDSTAVNIKI

Pogodbenika imenujeta predstavnike, odgovorne za usklajevanje, izvajanje in spremljanje dejavnosti, povezanih s tem sporazumom, ter za pogajanja in pisno dogovarjanje. Pogodbenika se zavezujeta, da bosta svojim predstavnikom omogočala, da svoje odgovornosti izpolnjujejo v skladu s tem členom, in da se bosta takoj obvestila o morebitni zamenjavi ali nadomestitvi svojega predstavnika.

ENAJSTI ČLEN
VELJAVNOST IN ODPOVED

Ta sporazum začne veljati z dnem, ko slovenski pogodbenik uradno obvesti brazilskega pogodbenika, da so končani vsi notranjepravni postopki, potrebni za začetek veljavnosti tega sporazuma in velja tri leta ter se samodejno obnavlja za enako obdobje, razen če eden od pogodbenikov pisno ne obvesti drugega o nameravani odpovedi sporazuma. Odpoved sporazuma začne veljati šest mesecev po dnevu prejema uradnega obvestila.

SECOND SUB-CLAUSE The participation in the results of the commercial exploration of the intellectual property rights, including those transferred to third-parties, will be defined in contract to be signed by the owner institutions of these rights with the Parties of this Agreement.

SIXTH CLAUSE
ON THE FINANCING OF PROGRAMMES AND PROJECTS

Each Party shall take the necessary measures to obtain the financial means to ensure the execution of the approved programmes and projects. These financial means will be part of the mechanisms mentioned in the First Sub-Clause of the Third Clause.

SUB-CLAUSE Both Parties agree that each Party will fund the mobility costs of its own specialists (travel costs, daily allowances, health insurance and internal transportation in the host country), according with their financial availability.

SEVENTH CLAUSE
ON THE HEALTH AND MEDICAL INSURANCE FOR THE SPECIALISTS

The Parties will provide for adequate health and medical insurance for their own specialists, for the time of their stay in the receiving country, prior to their arrival to the receiving country. The host Party shall not be responsible for any reimbursement concerning medical assistance.

EIGHTH CLAUSE
ON THE PROHIBITION OF LABOUR RELATIONSHIP

The visiting specialists must not develop any kind of activity, unless related to their mission and no labour relation can be established between the visiting specialists and the host and funding institution neither can the host or funding institution substitute the origin institution for labour and subordination effects.

NINTH CLAUSE
ON THE FOLLOW-UP BY THE GOVERNMENTAL INSTITUTIONS

The Parties shall submit an annual report of the activities, developed under this Agreement, to their respective Governments. If any of the parties request, a copy of the report can be rendered.

TENTH CLAUSE
ON THE REPRESENTATIVES

The Parties shall nominate representatives, who will be responsible for the co-ordination, execution and follow-up of the activities related to this Agreement and for the negotiations and correspondence exchanges between the Parties. Both Parties commit themselves to maintain these representatives enabled to fulfil their responsibilities, according to this Clause, and to communicate immediately to the other Party whenever its representative is changed or substituted.

ELEVENTH CLAUSE
ON THE VALIDITY AND DENOUNCEMENT

This Agreement shall enter into force on the date when the Slovenian Party notify the Brazilian Party that the Agreement has been approved in accordance with the legal procedures and shall be valid for a period of 3 (three) years and will be automatically renewed for equal periods unless one of the Parties informs the other in writing of its decision to denounce it. The denunciation will be effective six months after the date of receipt of its notification.

PODČLEN Odpoved tega sporazuma ne vpliva na programe in projekte po tem sporazumu, ki ob prenehanju njegove veljavnosti še niso v celoti končani. V tem primeru pogodbenika v svojem proračunu zagotovita finančna sredstva za dokončanje teh projektov.

DVANAJSTI ČLEN
SPREMEMBE

Pogodbenika lahko sporazumno pisno spremenita ta sporazum. Dogovorjene spremembe začnejo veljati na dan prejema odgovora glede predlaganih sprememb.

TRINAJSTI ČLEN
SPORI

Vsak spor, ki lahko nastane med izvajanjem tega sporazuma, pogodbenika rešujeta s pogajanji ali pisno.

Sestavljeno v dveh izvornikih, v slovenskem, portugalskem in angleškem jeziku, pri čemer so vsa besedila enako verodostojna. Pri različni razlagi prevlada angleška različica.

Ljubljana, dne 19. julija 2007
Brasília, dne 15. junija 2007

Za Ministrstvo za visoko
šolstvo, znanost
in tehnologijo – MVZT
Jure Zupan l.r.
Minister
za visoko šolstvo, znanost
in tehnologijo

Za Državni svet za
znanstveni in tehnološki
razvoj – CNPq:
Erney Felício Plessman de
Camargo l.r.
Predsednik CNPq

SUB-CLAUSE The denouncement of this Agreement shall not affect the programmes and projects undertaken in the scope of this Agreement and not totally concluded at the moment of its expiration. In this case, the Parties will provide, in their budgets, funds for the full completion of the projects not totally concluded.

TWELFTH CLAUSE
ON THE AMENDMENTS

This Agreement may be amended by mutual consent of the Parties by exchange of correspondence. The amendments agreed upon will be into force on the date that the reply letter to the amendments proposed is received.

THIRTEENTH CLAUSE
ON THE CONTROVERSIES

Any controversy which may arise during the implementation of this Agreement shall be solved by means of negotiation or exchange of correspondence between the Parties.

Done in two originals in the Slovene, Portuguese and English languages, all texts being equally authentic. In case of divergence of interpretation, the English version shall prevail.

Ljubljana, on the 19th day of July, 2007
Brasília, on the 15th day of June, 2007

For the Ministry of Higher
Education, Science and
Technology – MHEST
Jure Zupan (s)
Minister

For National Council of
Scientific and Technological
Development – CNPq
Erney Felício Plessman de
Camargo (s)
President of CNPq

3. člen

Za izvajanje sporazuma skrbi Ministrstvo za visoko šolstvo, znanost in šport.

4. člen

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

Št. 00724-8/2009
Ljubljana, dne 12. marca 2009
EVA 2009-1811-0023

Vlada Republike Slovenije

Borut Pahor l.r.
Predsednik

Obvestila o začetku oziroma prenehanju veljavnosti mednarodnih pogodb

20. Obvestilo o začetku veljavnosti Sporazuma med Republiko Slovenijo in Evropsko vesoljsko agencijo o sodelovanju v vesolju v miroljubne namene

Na podlagi drugega odstavka 77. člena Zakona o zunanjih zadevah (Uradni list RS, št. 113/03 – uradno prečiščeno besedilo, 20/06 – ZNOMCMO in 76/08) Ministrstvo za zunanje zadeve

s p o r o č a,

da je 23. februarja 2009 začel veljati Sporazum med Republiko Slovenijo in Evropsko vesoljsko agencijo o sodelovanju v vesolju v miroljubne namene, sklenjen v Kozarišču 28. maja 2008 in objavljen v Uradnem listu Republike Slovenije – Mednarodne pogodbe, št. 2/09 (Uradni list Republike Slovenije, št. 9/09).

Ljubljana, dne 13. marca 2009

Ministrstvo za zunanje zadeve
Republike Slovenije

VSEBINA

- | | | |
|--|--|-----|
| 18. | Uredba o ratifikaciji Sporazuma o sodelovanju med Ministrstvom za delo, družino in socialne zadeve Republike Slovenije in Ministrstvom za delo in socialno politiko Republike Bolgarije | 917 |
| 19. | Uredba o ratifikaciji Sporazuma med Ministrstvom za visoko šolstvo, znanost in tehnologijo (MVZT) Republike Slovenije in Državnim svetom za znanstveni in tehnološki razvoj (CNPq) Federativne republike Brazilije | 920 |
| <i>Obvestila o začetku oziroma prenehanju veljavnosti mednarodnih pogodb</i> | | |
| 20. | Obvestilo o začetku veljavnosti Sporazuma med Republiko Slovenijo in Evropsko vesoljsko agencijo o sodelovanju v vesolju v miroljubne namene | 924 |

