

S P O R A Z U M
MED REPUBLIŠKO UPRAVO ZA JEDRSKO
VARNOST (RUJV) IN JEDRSKO REGULATORNO
KOMISIJO ZDRUŽENIH DRŽAV AMERIKE (US
NRC) O IZMENJAVI TEHNIČNIH INFORMACIJ IN
SODELOVANJU NA PODROČJU JEDRSKE
VARNOSTI

Republiška uprava za jedrsko varnost (RUJV) in
Jedrska regulatorna komisija Združenih držav Amerike
(v nadaljevanju US NRC);

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

sta se dogovorili o naslednjem:

A R R A N G E M E N T
BETWEEN THE UNITED STATES NUCLEAR
REGULATORY COMMISSION (U.S.N.R.C.) AND
THE SLOVENIAN NUCLEAR SAFETY ADMINI-
STRATION (S.N.S.A.) FOR THE EXCHANGE OF
TECHNICAL INFORMATION AND COOPERATION
IN NUCLEAR SAFETY MATTERS

The United States Nuclear Regulatory Commission
(hereinafter called the U.S.N.R.C.) and the Nuclear
Safety Administration of the Republic of Slovenia (here-
inafter called the S.N.S.A.);

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

Have agreed as follows:

I. OBSEG SPORAZUMA

A. Izmenjava tehničnih informacij

Kolikor dovoljujejo zakoni, drugi predpisi in programske usmeritve obeh držav, se RUJV in US NRC (v nadaljevanju pogodbenici) strinjata, da bosta izmenjavali naslednje vrste tehničnih informacij, ki se nanašajo na vprašanja varnosti, nadzor jedrskih materialov, ravnanje z odpadki in vpliv določenih jedrskih objektov na okolje:

1. Aktualna poročila, ki se nanašajo na vprašanje tehnične varnosti, nadzora jedrskih materialov, ravnanja z odpadki in vpliva na okolje, ki jih pripravi ena od pogodbenic ali se pripravijo zanj kot podlaga ali podpora za upravno odločanje in usmeritve.

2. Dokumenti, ki se nanašajo na pomembnejša dejanja v okviru upravnega odločanja, ter sklepi, ki se nanašajo na varnost in varstvo okolja in ki vplivajo na te objekte.

3. Podrobni opisni dokumenti US NRC o njenem upravnem odločanju pri izdaji dovoljenj za določene naprave v ZDA, za katere RUJV meni, da so podobne napravam, ki so zgrajene ali načrtovane v Sloveniji, ter recipročni dokumenti o takšnih napravah v Sloveniji.

4. Poročila o izkušnjah pri obratovanju, kot so poročila o nezgodah, nesrečah in prekinitvah obratovanja, ter kompilacije zgodovinsko zanesljivih podatkov o komponentah in sistemih.

5. Upravni postopki za varnost, nadzor jedrskega materiala, ravnanje z odpadki (skladiščenje in odlaganje) in ocena vpliva teh jedrskih naprav na okolje.

6. Informacije na področju raziskovanj o varnosti reaktorjev, ki jih imata pogodbenici pravico javno objaviti, ne glede na to, ali so last pogodbenice ali pa so ji dane na razpolago, vključno z informacijami o varnosti lahkovodnih reaktorjev, omejene na tehnična področja, kot so opisana v dodatkih »A« in »B«, ki sta sestavni del tega sporazuma. Sodelovanje na področju raziskovanj bo lahko terjalo sklenitev posebnega sporazuma, če bi tako določile raziskovalne organizacije ene ali obeh pogodbenic. Vsaka pogodbenica pošlje drugi pogodbenici informacije, ki se nanašajo na izsledke raziskovanj, ki jih je treba takoj obravnavati zaradi javne varnosti, skupaj z označbo pomembnih posledic.

7. Kopije predpisanih standardov, ki se morajo uporabljati ali katerih uporabo predlagajo pooblaščenice organizacije ustrezne države.

8. Vsaka pogodbenica si bo posebej prizadevala, da takoj obvesti drugo pogodbenico o pomembnih dogodkih, kot so resne obratovalne nezgode in prekinitve obratovanja po odločitvi pristojnega državnega organa, ki so neposrednega pomena za drugo stran.

B. Sodelovanje pri raziskovanju na področju varnosti in razvoja

Izvajanje skupnih programov in projektov na področju raziskovanja in razvoja jedrske varnosti ali takšnih programov ali projektov, v katerih so aktivnosti razdeljene na obe strani, vključno z uporabo testnih naprav in/ali računalniških programov, ki jih ima ena pogodbenica, se obravnava od primera do primera in je predmet posebnega sporazuma, če raziskovalne organizacije ene ali obeh pogodbenic menijo, da je to potrebno. Sicer bo izvajanje potekalo z izmenjavo pisem med raziskovalnimi organizacijami obeh pogodbenic vsaj v okviru določb in pogojev sedanjega sporazuma. Občasno pošiljanje strokovnjakov ene pogodbenice drugi ali v institucije ali

I. SCOPE OF THE ARRANGEMENT

A. Technical Information Exchange

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

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

2. Documents relating to significant licensing actions and safety and environmental decisions affecting these facilities.

3. Detailed descriptive documents on the U.S.N.R.C. regulatory process for licensing and regulating certain U.S. facilities designated by the S.N.S.A. as being similar to certain facilities built or planned in Slovenia and reciprocal documents of these Slovenian facilities.

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

5. Regulatory procedures for the safety, safeguards, waste management (storage and disposal) and environmental impact evaluation of these nuclear facilities.

6. Information in the field of reactor safety research which the parties have the right to disclose, either in the possession of one of the parties or available to it, including light water reactor safety information from the technical areas described in Addenda "A" and "B," which are integral parts hereof. Cooperation in research areas may require a separate arrangement, as determined to be necessary by the research organizations of one or both parties. Each party will transmit to the other information concerning research results that requires early attention in the interest of public safety, along with an indication of significant implications.

7. Copies of regulatory standards required to be used or proposed for use by the authorized organizations of the respective countries.

8. Each party will make special efforts to give early advice to the other of important events, such as serious operating incidents and shutdowns directed by the competent state agency, that are of immediate interest to the other.

B. Cooperation in Safety Research and Development

The execution of joint programs and projects of nuclear safety research and development, or those programs and projects under which activities are divided between the two parties, including the use of test facilities and/or computer programs owned by either party, will be considered on a case-by-case basis and may be the subject of a separate arrangement, if determined to be necessary by the research organizations of one or both parties. Other times, it will be accomplished by an exchange of letters between the research organizations of the parties, subject at least to the terms and conditions of the present arrangement. Temporary assignments of personnel by one party in the other party's agency or institutions and

organizacije, ki jih določi druga pogodbenica, se prav tako obravnava od primera do primera in se načeloma zahteva poseben pisni dogovor.

C. Usposabljanje in specializacija

US NRC bo skušala pomagati pri zagotavljanju usposabljanja in pridobivanja izkušenj za slovenske strokovnjake s področja varnosti. Potne stroške in stroške bivanja slovenskih udeležencev plačajo ustrezne slovenske organizacije. Takšno usposabljanje bo omogočeno v mejah zmožnosti US NRC. Naslednji primeri so značilni za kategorije takšnega usposabljanja in pridobivanja izkušenj:

1. Inšpekcijski obiski slovenskih inšpektorjev v spremstvu inšpektorjev US NRC v reaktorjih, ki obratujejo, in v reaktorjih, ki jih še gradijo v ZDA, vključno z izčrpnim informiranjem v regionalnih inšpekcijskih uradih.

2. Udeležba slovenskih strokovnjakov na tečajih za usposabljanje osebja US NRC.

3. Določitev slovenskih strokovnjakov, za dobo 6 do 24 mesecev, za delo z osebjem US NRC in za pridobivanje izkušenj.

D. Dodatni nasveti na področju varnosti

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

E. Sodelovanje v primeru jedrske nevarnosti

V primeru večje jedrske nezgode ali nesreče v Sloveniji na jedrskih objektih, dobavljenih s strani ZDA, si bo US NRC v mejah zakonskih pooblastil in svojih zmožnosti prizadevala zagotoviti RUJV na njeno zahtevo nasvet in pomoč. O vrsti in obsegu takšnih priporočil in pomoči se bosta RUJV in US NRC dogovorili od primera do primera. Če ni drugače dogovorjeno, bodo specifična priporočila in pomoč US NRC iz tega člena bremenili stroške RUJV.

II. IZVAJANJE SPORAZUMA

A. V okviru tega sporazuma se bodo informacije izmenjavale preko pisem, poročil in drugih dokumentov ter z obiski in sestanki, ki se vnaprej določijo od primera do primera. Pogodbenici se bosta skupno dogovorili o času sestankov, na katerih bodo obravnavane aktivnosti glede izmenjave informacij, morebitne spremembe in teme v okviru obsega izmenjave informacij. O času in kraju in dnevnem redu sestankov se bosta pogodbenici dogovorili vnaprej. Obiski, ki so predvideni s tem sporazumom, vključno z njihovimi programi, bodo predhodno odobreni s strani pristojnih organov ali uslužbencev obeh pogodbenic.

organizations designated by the other party will also be considered on a case-by-case basis and will generally require a separate letter of agreement.

C. Training and Assignments

The U.S.N.R.C. will try to assist in providing certain training and experience for Slovenian safety personnel. Cost of travel and sojourn of Slovenian participants will be borne by the respective Slovenian organizations. Participation in such training activities will be permitted within the limitations of available U.S.N.R.C. resources. The following are typical of the categories of such training and experience that may be provided:

1. Slovenian inspector accompaniment of U.S.N.R.C. inspectors on reactor operation and reactor construction inspection visits in the U.S., including extended briefings and the U.S.N.R.C. regional inspection offices.

2. Participation by Slovenian experts in U.S.N.R.C. staff training courses.

3. Assignments of Slovenia experts for 6-24 month periods within the U.S.N.R.C. staff to work on U.S.N.R.C. staff duties and gain experience.

D. Additional Safety Advice

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

E. Cooperation During Nuclear Emergencies

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

II. ADMINISTRATION

A. The exchange of information under this Arrangement will be accomplished through letters, reports, and other documents, and by visits and meetings arranged in advance on a case-by-case basis. Meetings will be held at times mutually agreed to review the information exchange activity, recommend revisions, and to discuss topics within the scope of the exchange. The time, place, and agenda for such meetings shall be agreed upon in advance. Visits which take place under the Arrangement, including their schedules, shall have the prior approval of the competent agencies or officials of both parties.

B. Vsaka pogodbenica bo imenovala odgovorni organ oziroma osebo, ki bo usklajevala udeležbo pri skupni izmenjavi. Ta oseba bo odgovorna za sodelovanje in bo sprejemala vse dokumente, ki se pošiljajo v okviru programa sodelovanja, vključno s kopijami vseh pisem, če se pogodbenici drugače ne dogovorita. V okviru izmenjave bo ta oseba glavna kontaktna točka za razvijanje izmenjave, vključno z dogovorom o določitvi jedrskih objektov v okviru izmenjave in o specifičnih dokumentih in standardih, ki se bodo izmenjali.

C. Odgovorni organ oziroma oseba določi število kopij dokumentov, ki se izmenjujejo. Vsak dokument bo opremljen z izvlečkom v angleščini z največ 250 besedami, ki opisuje predmet in vsebino.

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

E. Upoštevajoč dejstvo, da podpisnika tega sporazuma nimata nekaterih informacij, ki jih zajema ta sporazum, imajo pa jih drugi vladni organi in organizacije, bo vsaka pogodbenica v največji možni meri pomagala pri organiziranju obiskov in pošiljanju zahtev, ki se nanašajo na takšne informacije. Vendar zgoraj navedeno ne zavezuje teh organov in organizacij, da zagotovijo take informacije ali sprejmejo take obiskovalce.

F. Nobena določba tega sporazuma ne zahteva od nobene pogodbenice, da začne kakršnekoli akcije, ki ne bi bile v skladu z njeno veljavno zakonodajo, predpisi in politiko. Če pride do kakršnekoli kolizije med določbami tega sporazuma ter zakoni in predpisi obeh pogodbenic, se pogodbenici strinjata, da se posvetujeta, preden karkoli ukreneta. V okviru tega sporazuma se ne izmenjujejo informacije, ki se nanašajo na širjenje tehnologije za jedrsko orožje.

III. IZMENJAVA IN UPORABA INFORMACIJ

A. Splošne določbe

Pogodbenici podpirata kar najširšo izmenjavo informacij, posredovanih ali izmenjanih po določbah tega sporazuma, upoštevajoč pri tem zahtevo po varstvu pravno zaščitene pravice ali drugih zaupnih oziroma zaščitene informacij, ki so lahko predmet tega sporazuma, ter upoštevajoč določbe Dodatka o intelektualni lastnini, ki predstavlja sestavni del tega sporazuma.

B. Definicije

1. Izraz »informacija« pomeni normative, varnostne, znanstvene in tehnične podatke, podatke, ki se nanašajo na nadzor jedrskih materialov in ravnanje z odpadki, ter metode in druga dognanja s področja jedrske energije, ki bodo posredovani ali izmenjeni v okviru tega sporazuma.

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

B. Each party shall designate a competent agency or person (administrator) to coordinate its participation in the overall exchange. This administrator shall be responsible for implementation of the cooperation and shall be the recipient of all documents transmitted under the program of cooperation, including copies of all letters unless otherwise agreed. Within the terms of the exchange, the administrator shall be the main contact point for developing the scope of the exchange, including agreement on the designation of the nuclear energy facilities subject to the exchange, and on specific documents and standards to be exchanged.

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

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

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

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

III. EXCHANGE AND USE OF INFORMATION

A. General

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

B. Definition

1. The term "information" means nuclear energy-related regulatory, safety, safeguards, waste management, scientific, or technical data, including information on results or methods of assessment, research, and any other knowledge intended to be provided or exchanged under this Arrangement.

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

- a) ki jo kot zaupno poseduje lastnik;
- b) ki jo navadno kot zaupno poseduje lastnik;
- c) ki je lastnik ni poslal drugim osebam (vključno s prejemnikom), razen če se ne hrani kot zaupna;
- d) ki prejemniku ni na razpolago iz drugega vira brez omejitev o nadaljnjem širjenju;
- e) ki še ni v lasti prejemnika.

3. Izraz »druge zaupne ali zaščitene informacije« označuje informacijo zunaj kategorije pravno zaščitene informacij, ki so zavarovane pred javnostjo po zakonih in predpisih države, ki takšne informacije zagotavlja, in ki so bile poslane ali sprejete kot zaupni dokumenti.

C. Postopek za označevanje dokumentarnih pravno zaščitene informacij

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

»Ta dokument vsebuje pravno zaščiteno informacijo, ki se pošilja kot zaupno v okviru sporazuma, podpisanega 6. decembra 1993 med Republiško upravo za jedrsko varnost in Jedrsko regulatorno komisijo ZDA, in je ne bodo širili zunaj teh organizacij, njihovih konsultantov, pogodbenikov in lastnikov licenc ter državnih organov in organizacij v Sloveniji in ZDA brez predhodnega dovoljenja (ime pošiljatelja informacije). To besedilo bo v celoti ali delno navedeno na vsaki kopiji besedila. Te omejitve avtomatično prenehajo, ko lastnik razkrije informacijo brez kakršnihkoli omejitev.«

To restriktivno besedilo mora upoštevati prejemnik pravno zaščitene informacije in take informacije ne sme uporabiti v komercialne namene, objaviti ali širiti na kakršenkoli način, ki ni naveden ali je v nasprotju s pogoji tega sporazuma, brez odobritve pogodbenice, ki pošilja.

D. Širjenje dokumentarnih pravno zaščitene informacij

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

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

a) glavnemu pogodbeniku ali podizvajalcem ali konsultantom prejemnika, ki se nahajajo znotraj zemljepisnih meja države prejemnika. Uporaba teh informacij je omejena samo na dela, v okviru pogodbe s prejemnikom, ki se nanašajo na zadeve v zvezi s pravno zaščiteno informacijo;

b) domačim organizacijam, ki imajo dovoljenje ali licenco pristojnega organa v državi prejemnika, da gradijo ali upravljajo naprave za proizvodnjo ali uporabo jedrske energije ali da uporabljajo jedrske snovi ali vire sevanja, če se takšna pravno zaščitena informacija uporablja samo v okviru dovoljenja ali licence;

a. has been held in confidence by its owner;
b. is of a type which is customarily held in confidence by its owner;

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

d. is not otherwise available to the receiving party from another source without restriction on its further dissemination; and

e. is not already in the possession of the receiving party.

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

C. Marking Procedures for Documentary Proprietary Information

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

"This document contains proprietary information furnished in confidence under an Arrangement dated December 6, 1993, between the United States Nuclear Regulatory Commission and the Slovenian Nuclear Safety Administration and shall not be disseminated outside these organizations, their consultants, contractors, and licensees, and concerned departments and agencies of the Government of the United States and the Government of the Republic of Slovenia without the prior approval of (name of transmitting party). This notice shall be marked on any reproduction hereof, in whole or in part. These limitations shall automatically terminate when this information is disclosed by the owner without restriction."

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

D. Dissemination of Documentary Proprietary Information

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

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

a. to prime or subcontractors or consultants of the receiving party located within the geographical limits of that party's nation, for use only within the scope of work of their contracts with the receiving party in work relating to the subject matter of the proprietary information;

b. to domestic organizations permitted or licensed by the receiving party to construct or operate nuclear production or utilization facilities, or to use nuclear materials and radiation sources, provided that such proprietary information is used only within the terms of the permit or license; and

c) pogodbenikom organizacij, ki so navedene v določbi pod D.2.b., za uporabo izključno pri delu v okviru dovoljenj ali licenc, danih tem organizacijam,

če se pravno zaščitena informacija pod točkami D.2.a., b. in c. zgoraj posreduje po potrebi od primera do primera, če je v skladu z zaupnim dogovorom in če je označena z restriktivnim besedilom, vsebinsko podobnim tistemu, ki je navedeno v točki C zgoraj.

3. Ob predhodnem pisnem soglasju pogodbenice, ki zagotavlja pravno zaščiteno informacijo v okviru tega sporazuma, lahko pogodbenica, ki prejme takšno informacijo, le-to širi v večji meri, kot dovoljujeta odstavka 1. in 2. Pogodbenici skupaj določita postopek za pošiljanje zahtev in pridobitev soglasja za takšno širjenje. Vsaka pogodbenica bo odobrila soglasje v mejah svojih zakonov, drugih predpisov in nacionalnih usmeritev.

E. Postopek označevanja drugih zaupnih ali zaščiteneh dokumentarnih informacij

Prejemnik drugih ali zaščiteneh informacij v okviru tega sporazuma upošteva njihov zaupni značaj, če je takšna informacija kot taka jasno označena in če je na njej izjava, ki opozarja:

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

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

F. Širjenje drugih zaupnih ali zaščiteneh dokumentarnih informacij

Druge zaupne ali zaščitene informacije se smejo širiti tako, kot je navedeno v točki D, »Širjenje dokumentarnih pravno zaščiteneh informacij«.

G. Nedokumentarne pravno zaščitene informacije ali druge zaupne ali zaščitene informacije

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

H. Posvetovanja

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

c. to domestic contractors of organizations identified in D.2.b., above, for use only in work within the scope of the permit or license granted to such organizations,

provided that any dissemination of proprietary information under D.2.a., b., and c., above, shall be on an as-needed, case-by-case basis, shall be pursuant to an agreement of confidentiality, and shall be marked with a restrictive legend substantially similar to that appearing in C., above.

3. With the prior written consent of the party furnishing proprietary information under this Arrangement, the receiving party may disseminate such proprietary information more widely than otherwise permitted in subsections 1. and 2. The parties shall cooperate in developing procedures for requesting and obtaining approval for such wider dissemination, and each party will grant such approval to the extent permitted by its national policies, regulations, and laws.

E. Marking Procedures for Other Confidential or Privileged Information of a Documentary Nature

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

1. that the information is protected from public disclosure by the government of the transmitting party; and

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

F. Dissemination of Other Confidential or Privileged Information of a Documentary Nature

Other confidential or privileged information may be disseminated in the same manner as that set forth in paragraph D., Dissemination of Documentary Proprietary Information.

G. Non-Documentary Proprietary or Other Confidential or Privileged Information

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

H. Consultation

If, for any reason, one of the parties becomes aware that it will be, or may reasonably be expected to become, unable to meet the nondissemination provisions of this Arrangement, it shall immediately inform the other party. The parties shall thereafter consult to define an appropriate course of action.

I. Druge določbe

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

J. Reševanje sporov

Sodelovanje v okviru tega sporazuma bo potekalo v skladu z zakoni in drugimi predpisi obeh držav. Spore ali vprašanja, ki se nanašajo na interpretacijo ali izvajanje tega sporazuma v času njegove veljavnosti, bosta pogodbenici reševali sporazumno.

IV. ZAKLJUČNE DOLOČBE

A. Ta sporazum prične veljati prvi dan drugega meseca po datumu, ko pogodbenici notificirata druga drugi z izmenjavo diplomatskih not, da so bili izpolnjeni njihovi notranji ustavni postopki za pričetek veljavnosti, in velja pet (5) let. Lahko se ga podaljša na podlagi obojestranskega pisnega dogovora.

B. Vsaka pogodbenica lahko odpove sporazum v 180 dneh po predhodnem pisnem sporočilu.

Sklenjeno v Ljubljani dne 6. decembra 1993 v slovenskem in angleškem jeziku, pri čemer sta obe besedili enako verodostojni.

Za Republiško upravo za
jedrsko varnost
Miroslav Gregorič l. r.

Za Jedrsko regulatorno
komisijo Združenih držav
Amerike
Forrest J. Remick l. r.

Dodatek »A«

PODROČJA IZMENJAVE INFORMACIJ MED RUJV
IN US NRC O RAZISKAVAH VARNOSTI LAHKO-
VODNIH REAKTORJEV, KI JIH OPRAVLJA US
NRC

1. Integriteta reaktorskih komponent
2. Preprečevanje poškodb reaktorske sredice
3. Zmogljivost zadrževalnega hrama in varstvo pred sevanjem
4. Raziskave s področja visoko- in nizkoradioaktivnih odpadkov

Dodatek »B«

PODROČJA IZMENJAVE INFORMACIJ MED RUJV
IN US NRC O RAZISKAVAH VARNOSTI REAK-
TORJEV, KI SE OPRAVLJAJO V SLOVENIJI

1. Varnostne analize z vidika lokacije za potrebe preliminarne in končne varnostne poročila za odlagališče radioaktivnih odpadkov.
2. Analize obratovalne varnosti in razpoložljivosti pri delu jedrsko-energetskih naprav. Študije nesreč, študije obnašanja komponent.
3. Upravna priporočila, jedrski standardi in merila za zagotovitev kakovosti, inspekcije.

I. Other

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

J. Dispute Resolution

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

IV. FINAL PROVISIONS

A. This Arrangement shall enter into force on the first day of the second month, following the date on which the two Parties have notified each other in an exchange of diplomatic notes that the requirements for its entry into force under their respective constitutional procedures have been fulfilled. It shall remain in force for a period of five (5) years. It may be extended for a further period of time by written agreement of the parties.

B. Either party may terminate the Arrangement after providing the other party 180 days prior written notice.

Done at Ljubljana, Slovenia, on the 6th day of December 1993, in the English and Slovenian languages, both texts being equally authentic.

For the United States
Nuclear Regulatory
Commission
Forrest J. Remick, (s)

For the Slovenian
Nuclear Safety
Administration
Miroslav Gregorič, (s)

Addendum "A"

U.S.N.R.C. - S.N.S.A. REACTOR SAFETY
RESEARCH EXCHANGE AREAS IN WHICH THE
U.S.N.R.C. IS PERFORMING LWR SAFETY
RESEARCH

1. Integrity of reactor components
2. Prevention of reactor core damage
3. Reactor containment performance and protection from radiation
4. High and low level waste research

Addendum "B"

U.S.N.R.C. - S.N.S.A. REACTOR SAFETY
RESEARCH EXCHANGE AREAS IN WHICH
SLOVENIA IS PERFORMING SAFETY RESEARCH

1. Site Safety Analyses Required for Preliminary and Final Safety Reports for Radioactive Waste Repository
2. Operational Safety and Availability Analyses of Nuclear Power Generating Facilities; Accident Studies; Studies of Component Behavior
3. Regulatory Recommendations; Nuclear Standards and Quality Assurance Criteria, Inspections

4. Splošna merila za izdajanje dovoljenj.
5. Študije o varstvu pred sevanjem in o varstvu okolja.
6. Študije seizmičnega oblikovanja.
7. Študije o obdelavi in odlaganju radioaktivnih odpadkov.
8. Varnostne analize jedrskih reaktorjev.
9. Programi za izobraževanje strokovnjakov.

Dodatek o intelektualni lastnini

V skladu s členom III tega sporazuma:

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

1. OBSEG

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

2. Za namen tega sporazuma se bo pojem »intelektualna lastnina« uporabljala tako, kot ga definira 2. člen Konvencije o ustanovitvi Svetovne organizacije za intelektualno lastnino, ki je bila podpisana 14. julija 1967 v Stockholmu. Taka »intelektualna lastnina« vsebuje pravice, ki se nanašajo na:

- književna, umetniška in znanstvena dela,
 - umetniške nastope, zvočne zapise in prenose,
 - izume z vseh področij človekove dejavnosti,
 - znanstvena odkritja,
 - industrijsko oblikovanje,
 - zaščitne znamke, imena firm in njihove označbe,
 - zaščito pred neelojalno konkurenco,
- in vse druge pravice, ki izvirajo iz intelektualnih dejavnosti na področju industrije, znanosti, književnosti in umetnosti.

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

4. Spori, ki se nanašajo na intelektualno lastnino in ki izvirajo iz tega sporazuma, se bodo reševali preko dogovorov med sodelujočimi institucijami, po potrebi pa med pogodbenicama tega sporazuma oziroma njihovimi predstavniki. Na podlagi skupnega sporazuma pogodbenic bo spor predložen arbitražnemu sodišču, ki bo s svojo razsodbo, sprejeto po pravilih mednarodnega prava, vezal obe pogodbenici. Razen če se pogodbenici ali njuni predstavniki pismeno drugače ne dogovorita, bodo veljala arbitražna pravila UNCITRAL.

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

4. General Licensing Criteria
5. Studies of Radiation Protection and Environmental Protection
6. Studies of Seismic Design
7. Treatment and Disposal of Radioactive Waste
8. Safety Analyses of Nuclear Reactors
9. Educational Programs to Develop Manpower

Intellectual Property Addendum

Pursuant to Article III. of this Arrangement:

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

I. SCOPE

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

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

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

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

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

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

II. DODELITEV PRAVIC

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

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

a. Gostujoči raziskovalci, na primer znanstveniki, ki gostujejo predvsem zaradi dodatnega izobraževanja, bodo dobili pravice intelektualne lastnine v obsegu, kot jo prizna sprejemna institucija. Poleg tega pa bo vsak gostujoči raziskovalec (izumitelj) upravičen do deleža pri honorarju, ki bi ga pridobil od sprejemne institucije iz naslova intelektualne lastnine.

b. (1) Za intelektualno lastnino, do katere pride med skupnimi raziskavami, na primer ko se pogodbenici tega sporazuma, sodelujoče institucije ali njihovo osebje vnaprej dogovorijo o obsegu dela, je vsaka pogodbenica upravičena, da pridobi vse pravice in koristi, ki ji gredo v lastni državi. Tista pogodbenica, v katere državi pride do izuma, ima prva možnost pridobiti vse pravice in koristi v tretjih državah. Če raziskovanje ni opredeljeno kot »skupno raziskovanje«, bodo pravice do intelektualne lastnine, ki izvirajo iz raziskovanja, dodeljene v skladu z odstavkom II.2.a. Poleg tega je vsaka oseba (izumitelj) upravičena do deleža pri honorarju, ki ga pridobi katera koli od strani iz naslova intelektualne lastnine.

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

II. ALLOCATION OF RIGHTS

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

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

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

b. (1) For intellectual property created during joint research, for example, when the Parties, participating institutions, or participating personnel have agreed in advance on the scope of work, each Party shall be entitled to obtain all rights and interests in its own country. The Party in whose country the invention was made shall have first option to acquire all rights and interests in third countries. If research is not designated as »joint research«, rights to intellectual property arising from the research will be allocated in accordance with paragraph II.2.a., above. In addition, each person named as an inventor shall be entitled to share in a portion of any royalties earned by either institution from the licensing of the property.

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