SCIENTIFIC COOPERATION

Agreement Between the
UNITED STATES OF AMERICA
and SLOVENIA

Signed at Ljubljana June 21, 1999

with

Annexes

AUTHENTICATED
U.S. GOVERNMENT
INFORMATION
GPO

NOTE BY THE DEPARTMENT OF STATE

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

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

SLOVENIA

Scientific Cooperation

Agreement signed at Ljubljana June 21, 1999;
Entered into force December 17, 1999.
With annexes.

AGREEMENT BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND
THE GOVERNMENT OF THE REPUBLIC OF SLOVENIA
FOR SCIENTIFIC AND TECHNOLOGICAL COOPERATION

The Government of the United States of America and the Government of the Republic of Slovenia (hereinafter referred to as "the Parties");

Recognizing the importance of science and technology in the development of prosperous national economies;

Convinced that international cooperation in science and technology will strengthen the bonds of friendship and understanding between their peoples and will advance the state of science and technology to the benefit of both countries;

Wishing to resume and extend the scientific and technological cooperation which has been developed between the two countries in the past under the 1993 Science and Technology Agreement;

Convinced of the need for further developing mutually beneficial scientific and technological cooperation; and

Recalling the Helsinki Final Act of the Conference on Security and Cooperation in Europe, and the concluding documents of follow-up meetings held in Vienna, Bonn, Madrid and Paris;

Have agreed as follows:

ARTICLE I

1. The Parties shall develop, support and facilitate scientific and technological cooperation between cooperating government organizations of their two countries on the basis of the principles of equality, overall reciprocity, and mutual benefit. This cooperation may be undertaken in such fields as basic science, environmental protection, medical sciences and health, agriculture, engineering research, energy, natural resources and their useful utilization, standards and measurements science, science and technology policy and management, and other areas of science and technology as may be agreed by the Joint Board established in accordance with Articles VIII and IX of this Agreement.

2. Cooperative activities under this Agreement may include coordinated programs and joint research projects, studies, and 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.

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 English and Slovene languages, both texts being equally authentic.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

FOR THE GOVERNMENT OF THE REPUBLIC OF SLOVENIA

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. 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.

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.

SPORAZUM MED
VLADO ZDRUŽENIH DRŽAV AMERIKE
IN
VLADO REPUBLIKE SLOVENIJE
O ZNANSTVENEM IN TEHNOLOŠKEM SODELOVANJU

Vlada Združenih držav Amerike in Vlada Republike Slovenije(v nadaljnjem besedilu "pogodbenici") sta se

priznavajoč pomen znanosti in tehnologije za razvoj uspešnih gospodarstev obeh držav;

prepričani, da bo mednarodno sodelovanje v znanosti in tehnologiji krepilo prijateljske vezi in razumevanje med njunima narodoma ter pospešilo razvoj znanosti in tehnologije v korist obeh držav;

v želji po nadaljevanju in razširitvi znanstvenega in tehnološkega sodelovanja, ki je potekalo med državama v preteklosti na podlagi sporazuma o znanstvenem in tehnološkem sodelovanju iz leta 1993;

prepričani o nujnosti nadaljnjega razvijanja obojestransko koristnega znanstvenega in tehnološkega sodelovanja in

ob upoštevanju helsinške Sklepne listine Konference o varnosti in sodelovanju v Evropi in sklepnih dokumentov naslednjih srečanj na Dunaju, v Bonnu, Madridu in Parizu

sta se sporazumeli o naslednjem:

I. člen

1. Pogodbenici razvijata, podpirata in omogočata znanstveno in tehnološko sodelovanje med sodelujočimi vladnimi organizacijami obeh držav na podlagi načel enakosti, vzajemnosti in obojestranske koristi. To sodelovanje lahko poteka na področjih, kot so temeljne znanosti, varstvo okolja, medicinske znanosti in zdravstvo, kmetijstvo, raziskave na področju tehnike, energija, naravni viri in njihova koristna uporaba, znanost o standardih in meroslovju, znanstvena in tehnološka politika in vodenje ter druga področja znanosti in tehnologije, o katerih se dogovori Skupni odbor, ustanovljen v skladu z VIII. in IX. členom tega sporazuma.

2. Dejavnosti sodelovanja po tem sporazumu lahko vključujejo usklajene programe in skupne raziskovalne projekte, študije 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, inštrumentov in projektnih informacij s svojega ozemlja;

(b) hiter in učinkovit vstop oseb, udeleženih 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. Prilogi 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.

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

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

ZA VLADO
ZDRUŽENIH DRŽAV AMERIKE

ZA VLADO
REPUBLIKE SLOVENIJE

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 pooblaščenci posebej ne dogovorijo drugače.

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 pooblaščenci. Na podlagi soglasja pogodbenic se spor predloži arbitražnemu sodišču v zavezujoče razsojanje v skladu z veljavnimi pravili mednarodnega prava. Če se pogodbenici ali njuni pooblaščenci 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 odstavek 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 odstavek 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.

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.