

EDUCATION

**Memorandum of Understanding Between the
UNITED STATES OF AMERICA
and SLOVENIA**

Signed at Ljubljana March 2, 2022

Entered into force April 12, 2022



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.”

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND
THE GOVERNMENT OF THE REPUBLIC OF SLOVENIA
CONCERNING
THE FULBRIGHT EXCHANGE PROGRAM**

The Government of the United States of America (hereinafter “the Government of the United States”) and the Government of the Republic of Slovenia (hereinafter “the Government of Slovenia”) (hereinafter, collectively, “the Parties”),

Agree to the following terms for the exchange of graduate students, postdoctoral researchers and lecturers under the auspices of the Fulbright exchange program (hereinafter “the Program”).

Article 1

The Parties shall create a bilateral committee (hereinafter “the Committee”) for the purpose of recommending action to the Government of Slovenia and the Government of the United States on all matters pertaining to the proposed Program.

Article 2

The Committee shall be jointly chaired by the Public Affairs Officer of the U.S. Embassy in Ljubljana and a senior officer of the Ministry responsible for higher education of the Republic of Slovenia (hereinafter “Ministry”). The U.S. Embassy and the Ministry shall each appoint two more members representing their respective university and scholarly communities, of which at least one member for each shall be a former or current participant in the Program. The U.S. Ambassador to Slovenia and the Minister responsible for the Public Scholarship, Development, Disability and Maintenance Fund of the Republic of Slovenia shall be honorary co-Chairs of the Committee.

Article 3

The Program shall be bilateral and shall provide for the exchange of an approximately equal number of grantees each year, equality to be determined on a grantee-month basis.

Article 4

The Committee shall recommend actions that will provide for and assure the following:

1. The development of proposals detailing the scope of the Program, the types of grants to be awarded, and similar general guidelines for the following U.S. fiscal year;
2. The development and publication of the annual announcement of the request for applications for Fulbright grants from citizens of Slovenia;
3. The receipt from and evaluation of applications from citizens of Slovenia for participation in the Program is open and merit based;
4. The determination of the eligibility of submitted applications through non-partisan review;
5. External evaluation of applications through the establishment each year of academic review panels for the purpose of evaluating the merits of each study, research, and lecturing proposal for further consideration by interview panels and the Committee;
6. Interviewing all individuals whose applications have passed technical review. The Committee each year shall recommend a rating system for evaluation of candidates (including English language ability, quality and feasibility of proposed programs, applicability of each candidate's field to the needs of each country, and academic credentials/letters of reference of each candidate) and, if necessary, invite experts from specific fields to the interviews;
7. The presentation of a roster of rank-ordered principal and alternate candidates, based on the results of the evaluation of interviews for the approval of the J. William Fulbright Foreign Scholarship Board of the United States;
8. The review of applications from U.S. students, scholars and researchers seeking placement in Slovenia; and
9. The placement of U.S. grantees in Slovene universities and academic research institutes.

Article 5

The financial obligations for the funding of the Program are agreed to be as follows, subject to the availability of funds:

1. Each Party shall be responsible for in-country, local currency expenses including publicity, Committee and academic review panel meetings, interview panel meetings, and other local expenses.
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2. The monies contributed by each Party to the ongoing operation of the Program shall be used to fund scholarship costs, including travel, housing, medical insurance, and stipends.
3. For the Government of Slovenia:
 - a) Fulbright stipends received by grantees are neither considered as payment for work/services performed nor as compensation for lost income.
 - b) For the purposes of income taxation, certain costs, such as rent, travel expenses, additional medical insurance, literature, contributions to host institutions and all other expenses directly related to participation in the Program, reduce the taxable base of total income received by grantees under the Program, if properly documented and claimed with the tax authority.
 - c) For the purposes of income taxation, per diem received by grantees under the Program also reduces the taxable base of total income received under the Program.
4. The Government of Slovenia shall administer its contribution to the Program through a contract with the Public Scholarship, Development, Disability and Maintenance Fund of the Republic of Slovenia.
5. Each Party shall determine its annual allocation of funds for the implementation of the Program.
6. These funds shall be available in a timely fashion to cover the Program costs as agreed upon by the Parties.
7. The Parties shall inform each other of the amount of relevant funds.

Article 6

The Program shall be implemented in the United States by the United States Department of State through the Bureau of Educational and Cultural Affairs. The Program shall be implemented in Slovenia by the United States Embassy and by the Ministry responsible for the Public Scholarship, Development, Disability and Maintenance Fund of the Republic of Slovenia.

Article 7

1. This Memorandum of Understanding (hereinafter "MOU") shall enter into force on the date of the receipt of the last written notification, sent through diplomatic channels, of completion by the Parties of the internal procedures required for the entry into force of this MOU.

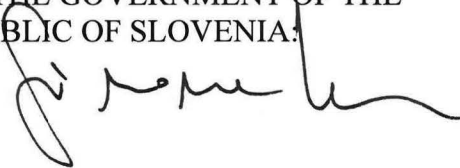
2. This MOU shall remain in force indefinitely, unless and until either Party notifies the other in writing, through diplomatic channels, of its intention to terminate this MOU. This MOU shall terminate six months after the date of such written notification.
3. In the case of termination of this MOU, all approved projects and activities may be continued until completion under the terms of this MOU, except as otherwise agreed.

Signed in Ljubljana, this 2nd day of March, 2022, in duplicate, in the English and Slovenian languages, both texts being equally authentic.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA:

Handwritten signature of Jamie Lindler Terpookian in cursive script.

FOR THE GOVERNMENT OF THE
REPUBLIC OF SLOVENIA:

Handwritten signature of the Slovenian representative in cursive script.

**MEMORANDUM O SOGLASJU
MED
VLADO ZDRUŽENIH DRŽAV AMERIKE
IN
VLADO REPUBLIKE SLOVENIJE
O FULBRIGHTOVEM PROGRAMU IZMENJAV**

Vlada Združenih držav Amerike (v nadaljnjem besedilu: vlada Združenih držav) in Vlada Republike Slovenije (v nadaljnjem besedilu: vlada Slovenije) (v nadaljnjem besedilu: pogodbenici),
se sporazumeta o naslednjih pogojih izmenjave podiplomskih študentov, podoktorskih raziskovalcev in predavateljev v okviru Fulbrightovega programa (v nadaljnjem besedilu: program).

1. člen

Pogodbenici ustanovita dvostranski odbor (v nadaljnjem besedilu: odbor), katerega naloga je priporočati ukrepe vladi Združenih držav in vladi Slovenije pri vseh zadevah v zvezi s predlaganim programom.

2. člen

Odboru skupaj predsedujeta vodja oddelka za stike z javnostmi veleposlaništva Združenih držav v Ljubljani in visoki uradnik ministrstva, pristojnega za visoko šolstvo Republike Slovenije (v nadaljnjem besedilu: ministrstvo). Veleposlaništvo Združenih držav in ministrstvo imenujeta še po dva člana, ki predstavljata univerzitetno in znanstveno skupnost in od katerih je vsaj po eden že bil ali pa je udeležen v programu. Veleposlanik Združenih držav v Sloveniji in minister, pristojen za Javni štipendijski, razvojni, invalidski in preživninski sklad Republike Slovenije, sta častna predsednika odbora.

3. člen

Program je dvostranski in omogoča izmenjavo približno enakega števila štipendistov v vsakem letu, pri čemer se enakost ugotavlja na podlagi števila štipendijskih mesecev.

4. člen

Odbor priporoči ukrepe, ki omogočajo in zagotavljajo:

1. pripravo predlogov glede obsega programa in vrst štipendij ter drugih splošnih smernic za naslednje proračunsko leto Združenih držav,
2. pripravo in objavo letnega razpisa Fulbrightovih štipendij za državljane Slovenije,
3. sprejem in ovrednotenje prošenj državljanov Slovenije za sodelovanje v programu je odprto in temelji na izkazani uspešnosti,
4. nepristranski pregled izpolnjevanja pogojev v oddanih prošnjah,
5. zunanje ovrednotenje prošenj tako, da odbor vsako leto ustanovi akademsko strokovno komisijo za pripravo ocene utemeljenosti vseh predlogov študij, raziskav in predavanj, ki jo preda v nadaljnjo presojo komisiji za razgovore s kandidati in odbora,
6. razgovor z vsemi kandidati, katerih prošnja izpolnjuje tehnične pogoje razpisa. Odbor vsako leto predlaga sistem ocenjevanja kandidatov (ki zajema znanje angleškega jezika, kakovost in izvedljivost predlaganih programov, uporabnost področja vsakega kandidata za potrebe obeh držav in akademska potrdila ali priporočila za vsakega kandidata) in po potrebi na razgovor povabi strokovnjake s posameznih področij,
7. pripravo seznama glavnih in nadomestnih kandidatov po vrstnem redu na podlagi ocene razgovorov ter predložitve tega seznama v odobritev Svetu J. Williama Fulbrighta za štipendije v tujini Združenih držav,
8. pregled prošenj študentov, znanstvenikov in raziskovalcev iz Združenih držav, ki želijo priti v Slovenijo, in
9. razporeditev štipendistov iz Združenih držav po slovenskih univerzah in akademskih raziskovalnih ustanovah.

5. člen

Ob upoštevanju razpoložljivosti sredstev so dogovorjene finančne obveznosti financiranja programa:

1. Vsaka pogodbenica krije stroške v svoji državi v svoji valuti, vključno z objavami, sestanki odbora in akademske strokovne komisije, sestanki komisije za razgovore in drugimi lokalnimi stroški.
2. Prispevek pogodbenic za tekoče delovanje programa se uporabi za kritje stroškov štipendije, kar zajema potne stroške, nastanitev, zdravstveno zavarovanje in denarno izplačilo.

3. Za vlado Slovenije:

- a) Fulbrightove štipendije, ki jih prejmejo štipendisti, se ne obravnavajo ne kot plačilo za opravljeno delo ali storitve in ne kot nadomestilo za izgubljeni dohodek,
- b) Pri obdavčevanju dohodkov stroški, kot so najemnine, potni stroški, dodatno zdravstveno zavarovanje, študijska literatura, prispevki ustanovi gostiteljici in vsi drugi izdatki, neposredno povezani s sodelovanjem v programu, zmanjšujejo davčno osnovo od vseh dohodkov, ki jih prejme štipendisti po tem programu, če so ustrezno izkazani in uveljavljani pri davčnem organu.
- c) Pri obdavčevanju dohodkov tudi dnevnice, ki jih prejme štipendist po tem programu, zmanjšujejo davčno osnovo od vseh dohodkov, prejetih po programu.

4. Vlada Slovenije daje svoj prispevek prek pogodbe z Javnim štipendijskim, razvojnim, invalidskim in preživninskim skladom Republike Slovenije.

5. Vsaka pogodbenica določi letno višino sredstev za izvajanje programa.

6. Sredstva za kritje stroškov programa, o katerih se dogovorita pogodbenici, morajo biti pravočasno na razpolago.

7. Pogodbenici se bosta medsebojno obveščali o višini sredstev.

6. člen

V Združenih državah program izvaja zunanje ministrstvo Združenih držav prek Urada za izobraževanje in kulturo. V Sloveniji program izvajata veleposlaništvo Združenih držav in ministrstvo, pristojno za Javni štipendijski, razvojni, invalidski in preživninski sklad Republike Slovenije.

7. člen

1. Ta memorandum o soglasju (v nadaljnjem besedilu: MoS) začne veljati z dnem prejema zadnjega od uradnih obvestil pogodbenic po diplomatski poti o zaključku vseh notranjih postopkov, potrebnih za začetek veljavnosti tega MoS.

2. Ta MoS je sklenjen za nedoločen čas, razen če in dokler ena pogodbenica pisno po diplomatski poti ne obvesti druge pogodbenice o svoji nameri, da odpove ta MoS. MoS preneha veljati šest mesecev od dneva pisne odpovedi.
3. V primeru prenehanja veljavnosti tega MoS se vsi sprejeti projekti in dejavnosti lahko nadaljujejo do dokončanja v skladu s pogoji tega MoS, razen če ni dogovorjeno drugače.

Podpisano v Ljubljani dne March 2nd 2022 v dveh izvirnikih v angleškem in slovenskem jeziku, pri čemer sta besedili enako verodostojni.

ZA VLADO
ZDRUŽENIH DRŽAV AMERIKE

Jamie Lynette Thompson

ZA VLADO
REPUBLIKE SLOVENIJE

[Signature]