EDUCATION

Memorandum of Understanding

Between the

UNITED STATES OF AMERICA and

SLOVENIA

Signed at Ljubljana October 6, 2011

and

Memorandum Amending the
Memorandum of Understanding

Signed at Ljubljana September 4, 2014

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

Education

Memorandum of understanding signed
at Ljubljana October 6, 2011;
Entered into force December 2, 2011.
And memorandum amending the
memorandum of understanding.
Signed at Ljubljana September 4, 2014;
Entered into force March 27, 2015.

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 the United States and the Government of Slovenia 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. 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 United States Ambassador to Slovenia and the Minister responsible for the Slovene Human Resources Development and Scholarship Fund 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 United States 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 of applications from citizens of Slovenia that will assure that the competition 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 and 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 Government shall be responsible for in-country, local currency expenses including publicity, Committee and academic review panel meetings, interview panel meetings, and other local expenses.

2. The monies contributed by each Party to the ongoing operation of the bilateral Program shall be used to fund scholarship costs, including travel, housing, medical insurance and stipends.

3. The Government of Slovenia shall administer its contribution through a contract with the Slovene Human Resources Development and Scholarship Fund ("Javni Sklad").

4. Each Party shall determine its annual allocation of funds for the implementation of the Program.

5. These funds shall be available in a timely fashion to cover the Program costs as agreed upon.

6. The Governments of Slovenia and the United States 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 the Republic of Slovenia by the United States Embassy and by the Ministry responsible for the Slovene Human Resources Development and Scholarship Fund.

Article 7

A. This Memorandum of Understanding (hereinafter, "MOU") shall be provisionally applied by the Parties upon signature. It shall enter into force on the date of the last written notification, sent through diplomatic channels, of fulfilment by the Parties of the internal procedures required for the entry into force of this MOU.

B. This MOU shall remain in force for a period of five (5) years and shall be automatically extended for an additional period of five years, unless either Party notifies the other in writing, through diplomatic channels, of its intention to terminate this MOU. The MOU shall terminate six months after the date of such written notification.

C. In the case of early 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 6th day of October 2011, in duplicate, 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

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 Amerike) in Vlada Republike Slovenije (v nadaljnjem besedilu: vlada Slovenije) (v nadaljnjem besedilu: pogodbenici) se sporazumeta o naslednjih pogojih izmenjave diplomantov, 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. 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 sklad Republike Slovenije za razvoj kadrov in štipendije, 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 štipendistov in števila 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 finančno leto Združenih držav,

2. pripravo in objavo letnega razpisa Fulbrightovih štipendij za državljane Slovenije,

3. sprejem prošenj prijaviteljev na razpis iz Slovenije, ki zagotavlja odprtost in objektivnost natečaja,

4. nepristranski pregled izpolnjevanja pogojev v prošnjah, prejetih po razpisu,

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 določi 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) in po potrebi na razgovor povabi strokovnjake s posameznih področij,

7. pripravo seznama glavnih in nadomestnih kandidatov po vrstnem redu na podlagi ocene in razgovorov ter predložitev tega seznama v odobritev Svetu J. Williama Fulbrighta za štipendije v tujini v Združenih državah,

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. Vladi obeh držav krijeta stroške v svoji državi v svoji valuti, vključno z objavami, sestanki odbora in akademske strokovne komisije, sestanki komisije za razgovore in drugimi 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. Vlada RS daje svoj prispevek prek Javnega sklada Republike Slovenije za razvoj kadrov in štipendije.

4. Pogodbenici s sklepom določita letno višino sredstev za izvajanje programa.

5. Sredstva morajo biti pravočasno na razpolago za kritje dogovorjenih stroškov programa.

6. Vladi Slovenije in Združenih držav se bosta medsebojno obveščali o višini sredstev.

6. člen

V Združenih državah program izvaja zunanje ministrstvo (*United States Department of State*) prek urada za izobraževanje in kulturo (*Bureau of Educational and Cultural Affairs*). V Republiki Sloveniji program izvajata veleposlaništvo ZDA in ministrstvo, pristojno za Javni sklad Republike Slovenije za razvoj kadrov in štipendije.

7. člen

A. Ta memorandum o soglasju (v nadaljnjem besedilu: MoS) se začasno uporablja z dnem podpisa. Veljati začne z dnem prejema zadnjega obvestila po diplomatski poti o izpolnitvi vseh pogojev, potrebnih za začetek veljavnosti tega MoS, v skladu z notranjo zakonodajo pogodbenic.

B. Ta MoS se sklene za pet (5) let in se samodejno podaljša še za pet let, razen če ena pogodbenica pisno po diplomatski poti ne obvesti druge pogodbenice o svoji nameri o odpovedi MoS. MoS preneha veljati šest mesecev od dneva prejema pisne odpovedi.

C. Ob predčasnem prenehanju tega MoS se sprejeti projekti in dejavnosti nadaljujejo do dokončanja v skladu s pogoji tega MoS, razen če ni dogovorjeno drugače.

Podpisano v Ljubljani, 6. okt. 2011, v dveh izvirnikih v angleškem in slovenskem jeziku, pri čemer sta besedili enako verodostojni.

ZA VLADO
ZDRUŽENIH DRŽAV AMERIKE

ZA VLADO
REPUBLIKE SLOVENIJE

Memorandum Amending

The 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 and the Government of the Republic of Slovenia (hereinafter "the Parties") hereby agree on the Memorandum Amending the 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 signed on 6 October 2011 in Ljubljana.

Article 1

New point 2a, shall be added after Point 2 of Article 5 of the 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, to read as follows:

2a. For the Republic of Slovenia:

- In fact, the Fulbright stipends are neither considered as payment for work/services performed nor as compensation for lost income.

- For the purposes of income taxation, certain costs, such as rents, travel expenses, additional medical insurance, literature, contributions to host institutions and all other expenses directly related to participation in the exchange program, reduce the taxable base of total income received by grantee under such program, if properly documented and claimed with the tax authority.

- For the purposes of income taxation per-diems received by grantee under such program also reduce the taxable base of total income received under such program.

Article 2

This Memorandum shall enter into force on the day of receipt, through diplomatic channels, of the last written notification of compliance by the Parties with their respective national legislations required for the entry into force of this Memorandum.

Signed in Ljubljana, this 4th day of September 2014, in two original copies, in English and Slovene languages, each text being equally authentic.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

FOR THE GOVERNMENT OF THE REPUBLIC OF SLOVENIA:

Memorandum o spremembah
Memoranduma o soglasju med Vlado Združenih držav Amerike in Vlado Republike Slovenije o Fulbrightovem programu izmenjav

Vlada Združenih držav Amerike in Vlada Republike Slovenije (v nadaljnjem besedilu: pogodbenici) se sporazumeta o Memorandumu o spremembah Memoranduma o soglasju med Vlado Združenih držav Amerike in Vlado Republike Slovenije o Fulbrightovem programu izmenjav, podpisanega v Ljubljani 6. oktobra 2011.

1. člen

V Memorandumu o soglasju med Vlado Združenih držav Amerike in Vlado Republike Slovenije o Fulbrightovem programu izmenjav se v 5. členu doda nova točke 2.a, ki se glasi:

»2.a Za Republiko Slovenijo:

- Fulbrightove štipendije se dejansko ne obravnavajo ne kot plačilo za opravljeno delo ali storitve in ne kot nadomestilo za izgubljeni dohodek.

- 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 izmenjave, zmanjšujejo davčno osnovo od vseh dohodkov, ki jih prejme štipendist po tem programu, če so ustrezno izkazani in uveljavljani pri davčnem organu.

- Pri obdavčevanju dohodkov tudi dnevnice, ki jih prejme štipendist po tem programu, zmanjšujejo davčno osnovo od vseh dohodkov, prejetih po tem programu.«.

2. člen

Memorandum začne veljati z dnem prejema zadnjega pisnega uradnega obvestila po diplomatski poti, da so izpolnjeni vsi notranjepravni pogoji, potrebni za začetek njegove veljavnosti.
Podpisano v Ljubljani, 4. september 2014 v dveh izvirnikih v angleškem in slovenskem jeziku, pri čemer sta besedili enako verodostojni.

ZA VLADO
ZDRUŽENIH DRŽAV AMERIKE

ZA VLADO
REPUBLIKE SLOVENIJE