

DEFENSE

Procurement

**Agreement Between the
UNITED STATES OF AMERICA
and SLOVENIA**

Signed at Washington April 8, 2016



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

Defense: Procurement

*Agreement signed at Washington
April 8, 2016;
Entered into force June 21, 2016.*

**A RECIPROCAL DEFENSE PROCUREMENT AGREEMENT
BETWEEN THE
GOVERNMENT OF THE UNITED STATES OF AMERICA
AND THE
GOVERNMENT OF THE REPUBLIC OF SLOVENIA**

**SHORT TITLE: U.S. - SLOVENIA RECIPROCAL DEFENSE
PROCUREMENT AGREEMENT**

PREAMBLE

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

BEARING in mind their partnership in the North Atlantic Treaty Organization;

DESIRING to promote the objectives of rationalization, standardization, interoperability, and mutual logistics support throughout their defense relationship;

DESIRING to develop and strengthen the friendly relations existing between them;

SEEKING to achieve and maintain fair and equitable opportunities for the industry of each country to participate in the defense procurements of the other;

DESIRING to enhance and strengthen each country's industrial base;

DESIRING to promote the exchange of defense technology consistent with their respective national policies;

DESIRING to make the most cost-effective and rational use of the resources allocated to defense; and

DESIRING to remove discriminatory barriers to procurements of supplies and services produced by industrial enterprises of the other country to the extent mutually beneficial and consistent with national laws, regulations, policies, and international obligations;

HAVE agreed as follows:

ARTICLE I
Applicability

1. This Agreement covers the acquisition of defense capability by the Department of Defense of the United States of America and the Ministry of Defense of the Republic of Slovenia through:
 - a. Research and development;
 - b. Procurements of supplies, including defense articles; and
 - c. Procurements of services, in support of defense articles.
2. This Agreement does not cover either:
 - a. Construction; or
 - b. Construction material supplied under construction contracts.

ARTICLE II
Principles Governing Mutual Defense Procurement Cooperation

1. Each Party recognizes and expects that the other uses sound processes for requirements definition, acquisition, and procurement and contracting, and that these processes both facilitate and depend on transparency and integrity in the conduct of procurements. Each Party shall ensure that its processes are consistent with the procurement procedures in Article V (Procurement Procedures) of this Agreement.
2. Each Party undertakes the obligations in this Agreement with the understanding that it will obtain reciprocal treatment from the other Party.
3. Each Party shall, consistent with its national laws, regulations, policies, and international obligations, give favorable consideration to all requests from the other Party for cooperation in defense capability research and development, production, procurement, and logistics support.
4. Consistent with its national laws, regulations, policies, and international obligations, each Party shall:
 - 4.1. Facilitate defense procurement while aiming at a long term equitable balance in their purchases, taking into consideration the capabilities of its defense industrial and research and development bases.
 - 4.2. Remove barriers both to procurement and to co-production of supplies produced in the other country or services performed by sources (herein referred to as "industrial enterprises") established in the other country. This includes providing to industrial enterprises of the other country treatment no less favorable than that accorded to domestic industrial enterprises. When an industrial enterprise of the other country submits an offer that would be the low responsive and responsible offer but for the application of any buy-national requirements, both Parties agree to waive the buy-national requirement.

- 4.3. Utilize contracting procedures that allow all responsible industrial enterprises of both countries to compete for procurements covered by this Agreement.
 - 4.4. Give full consideration to all responsible industrial enterprises in both the United States and the Republic of Slovenia, in accordance with the policies and criteria of the respective procuring agencies. Offers must satisfy requirements for performance, quality, delivery, and cost. Where potential offerors or their products must satisfy qualification requirements in order to be eligible for award of a contract, the procuring Party shall give full consideration to all applications for qualification by industrial enterprises of the other country, in accordance with the national laws, regulations, policies, procedures, and international obligations of the procuring Party.
 - 4.5. Provide information regarding requirements and proposed procurements in accordance with Article V (Procurement Procedures) of this Agreement to ensure adequate time for industrial enterprises of the other country to qualify for eligibility, if required, and to submit an offer.
 - 4.6. Inform industrial enterprises choosing to participate in procurements covered by this Agreement of the restrictions on technical data and defense items (defense articles and services) made available for use by the other Party. Such technical data and defense items made available by the contracting Party shall not be used for any purpose other than for bidding on, or performing, defense contracts covered by this Agreement, except as authorized, in writing, by those owning or controlling proprietary rights, or furnishing the technical data or defense items.
 - 4.7. Give full protection to proprietary rights and to any privileged, protected, export-controlled, or classified data and information. In no event shall such data, supplies, or services be transferred to a third country or any other transferee without the prior written consent of the originating Party.
 - 4.8. Exchange information on pertinent laws, implementing regulations, policy guidance, and administrative procedures.
 - 4.9. Annually exchange statistics demonstrating the total monetary value of defense procurements awarded to industrial enterprises of the other country during the prior year. An annual summary shall be prepared on a basis to be jointly decided.
 - 4.10. Provide appropriate policy guidance and administrative procedures within its respective defense organizations to implement this Agreement.
5. This Agreement is not intended to and does not create any authority to authorize the export of defense items (defense articles or defense services), including technical data, controlled by one or the other Party according to its applicable export control laws and regulations. Further, any export subject to any applicable national export control laws and regulations of one of the Parties, must be compliant with such laws and regulations.

6. Nothing in this Agreement may be cited to prevent the implementation of necessary export control provisions in individual cooperative project agreements or arrangements.

ARTICLE III Offsets

This Agreement does not regulate offsets. The Parties agree to discuss measures to limit any adverse effects that offset agreements have on the defense industrial base of each country.

ARTICLE IV Customs, Taxes, and Duties

When allowed under national laws, regulations and international obligations of the Parties, the Parties agree that, on a reciprocal basis, they shall not include customs, taxes, and duties in the evaluation of offers, and shall waive their charges for customs and duties for procurements to which this Agreement applies.

ARTICLE V Procurement Procedures

1. Each Party shall proceed with its defense procurements in accordance with its national laws and regulations and international obligations.

2. To the extent practicable, each Party shall publish, or have published, in a generally available communication medium a notice of proposed procurements in accordance with its laws, regulations, policies, procedures, and international obligations. Any conditions for participation in procurements shall be published in adequate time to enable interested industrial enterprises to complete the bidding process. Each notice of proposed procurement shall contain, at a minimum:

- a. Subject matter of the contract;
- b. Time limits set for requesting the solicitation and for submission of offers; and
- c. An address from which solicitation documents and related information may be requested.

3. Upon request, and in accordance with its laws, regulations, policies, procedures, and international obligations, the procuring Party shall provide industrial enterprises of the other country copies of solicitations for proposed procurements. A solicitation shall constitute an invitation to participate in the competition and shall include the following information:

- a. The nature and quantity of the supplies or services to be procured;
- b. Whether the procurement is by sealed bidding, negotiation, or some other procedure;

- c. The basis upon which the award is to be made, such as by lowest price or otherwise;
 - d. Delivery schedule;
 - e. The address, time, and date for submitting offers as well as the language in which they must be submitted;
 - f. The address of the agency that will be awarding the contract and will be responsible for providing any information requested by offerors;
 - g. Any economic requirements, financial guarantees, and related information required from suppliers;
 - h. Any technical requirements, warranties, and related information required from suppliers;
 - i. The amount and terms of payment, if any, required to be paid for solicitation documentation;
 - j. Any other conditions for participation in the competition; and
 - k. The point of contact for any complaints about the procurement process.
4. Consistent with its laws, regulations, policies, and international obligations, the procuring Party shall, upon request, inform an industrial enterprise that is not allowed to participate in the procurement process of the reasons why.
5. Consistent with its laws, regulations, policies, and international obligations, the procuring Party shall:
- 5.1. Upon award of a contract, promptly provide notification to each unsuccessful offeror that includes, at a minimum:
 - a. The name and address of the successful offeror;
 - b. Price(s) of each contract award; and
 - c. The number of offers received.
 - 5.2. Upon request, promptly provide unsuccessful offerors pertinent information concerning the reasons why they were not awarded a contract.
6. Each Party shall have published procedures for the hearing and review of complaints arising in connection with any phase of the procurement process to ensure that, to the greatest extent possible, complaints arising under procurements covered by this Agreement shall be equitably and expeditiously resolved.

ARTICLE VI
Industry Participation

1. Successful implementation of this Agreement shall involve both Parties. To ensure that the Agreement benefits each Party's industrial enterprises choosing to participate in the procurements covered by this Agreement each Party shall provide information concerning this Agreement to its industrial enterprises.
2. Each Party shall be responsible for informing the relevant industrial enterprises within its country of the existence of this Agreement.
3. The Parties understand that primary responsibility for finding business opportunities rests with the industrial enterprises of each country.
4. The Parties shall arrange for their respective procurement and requirements offices to be familiar with the principles and objectives of this Agreement so that, consistent with their normal practices and procedures, those offices may assist industrial enterprises in the country of the other Party to obtain information concerning proposed procurements, necessary qualifications, and appropriate documentation.

ARTICLE VII
Security, Release of Information, and Visits

1. Any classified information or material exchanged under the provisions of this Agreement shall be used, transmitted, stored, handled, and safeguarded in accordance with the Security Agreement between the Government of the United States of America and the Government of the Republic of Slovenia concerning Security Measures for the Protection of Classified Military Information, which entered into force June 27, 1997.
2. Both Parties shall take all necessary steps to ensure that industrial enterprises within their respective country comply with the applicable regulations pertaining to security and safeguarding of classified information.
3. Each Party shall take all lawful steps available to it to keep unclassified information exchanged in confidence under this Agreement free from disclosure unless the other Party consents in writing that the first party need not take all lawful steps to keep such information free from disclosure.
4. Each Party shall permit visits to its establishments, agencies and laboratories, and contractor industrial facilities, by employees of the other Party or by employees of the other Party's contractor(s), provided that the visit is authorized by both Parties and the employees have appropriate security clearances and a need-to-know.
5. Requests for visits will be coordinated through official channels and will conform to the established visit procedures of the host Party. All visiting personnel shall comply with security and export control regulations of the host country. Any information disclosed or made available to authorized visiting personnel shall be treated as if supplied to the Party sponsoring the visiting personnel and shall be subject to the provisions of this Agreement.

ARTICLE VIII
Implementation and Administration

1. The Under Secretary of Defense (Acquisition, Technology and Logistics) shall be the responsible authority in the Government of the United States of America for implementation of this Agreement. The Ministry of Defense shall be the responsible authority in the Government of the Republic of Slovenia for implementation of this Agreement.
2. Each Party shall designate points of contact to represent its responsible authority.
3. The representatives of each Party's responsible authority shall meet on a regular basis to review progress in implementing this Agreement. The representatives shall discuss procurement methods used to support effective co-operation in the acquisition of defense capability; annually review the procurement statistics exchanged as agreed under subparagraph 4.8. of Article II (Principles Governing Mutual Defense Procurement Cooperation) of this Agreement; identify any prospective or actual changes in national laws, regulations, policies, procedures, or international obligations that might affect the applicability of any understandings in the Agreement; and consider any other matters relevant to the Agreement.
4. Each Party shall, as required, review the principles and obligations established under this Agreement in light of any subsequent changes to its national laws, regulations, policies, and international obligations, including but not limited to European Union directives and regulations, and shall consult with the other Party to decide jointly whether this Agreement should be amended.
5. Each Party shall endeavor to avoid commitments that could conflict with this Agreement. If either Party believes that such a conflict has occurred, the Parties agree to consult to seek resolution.

ARTICLE IX
Annexes and Amendments

1. Annexes may be added to this Agreement by written agreement of the Parties. In the event of a conflict between an Article of this Agreement and any of its Annexes, the language in the Agreement shall prevail.
2. This Agreement, including its Annexes (if any), may be amended by written agreement of the Parties.

ARTICLE X
Entry into Force, Duration and Termination

1. After signature of this Agreement, the Government of the Republic of Slovenia shall notify the Government of the United States of America of the completion of its national measures necessary for the entry into force of this Agreement. This Agreement shall enter into force on the date of such notification. This Agreement shall remain in force for five years, and be extended automatically for successive five-year periods unless terminated by either Party upon six months prior written notice to the other Party.

2. Termination of this Agreement shall not affect contracts entered into during the term of this Agreement.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have signed this Agreement.

DONE, in Washington, this 8 day of April 2016, in two originals in the English and Slovene languages, both language versions being equally authentic.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA



FOR THE GOVERNMENT OF THE
REPUBLIC OF SLOVENIA



SPORAZUM O VZAJEMNOSTI PRI JAVNIH NAROČILIH NA PODROČJU OBRAMBE

MED

VLADO ZDRUŽENIH DRŽAV AMERIKE

IN

VLADO REPUBLIKE SLOVENIJE

KRATKI NASLOV: AMERIŠKO - SLOVENSKI SPORAZUM

O VZAJEMNOSTI PRI JAVNIH NAROČILIH NA PODROČJU OBRAMBE

PREAMBULA

Vlada Združenih držav Amerike in Vlada Republike Slovenije, v nadaljevanju »pogodbenici«, sta se

OB UPOŠTEVANJU partnerstva v Organizaciji severnoatlantske pogodbe;

V ŽELJI spodbujati cilje racionalizacije, standardizacije, povezljivosti in vzajemne logistične podpore v vseh odnosih na področju obrambe;

V ŽELJI razvijati in krepiti obstoječe medsebojne prijateljske odnose;

V PRIZADEVANJU doseči in vzdrževati poštene in pravične priložnosti za industrijo obeh držav, ko gre za sodelovanje pri javnem naročanju druge države na področju obrambe;

V ŽELJI spodbujati in krepiti industrijske temelje vsake države;

V ŽELJI spodbujati izmenjavo obrambne tehnologije skladno s svojimi nacionalnimi politikami;

V ŽELJI stroškovno učinkovito in racionalno uporabljati sredstva, namenjena obrambi, in

V ŽELJI odstraniti diskriminatorne ovire pri javnih naročilih za blago in storitve, ki ga proizvedejo oziroma jih izvajajo industrijska podjetja v drugi državi, v obsegu, ki je vzajemno koristen in skladen z nacionalnimi zakoni, predpisi, politikami in mednarodnimi obveznostmi,

dogovorili o:

I. člen
Področje uporabe

1. Ta sporazum zajema pridobivanje obrambnih zmogljivosti Ministrstva za obrambo Združenih držav Amerike in Ministrstva za obrambo Republike Slovenije z:

- a) raziskavami in razvojem,
- b) naročanjem blaga, vključno z obrambno opremo, in
- c) naročanjem storitev, povezanih z obrambno opremo.

2. Ta sporazum ne zajema:

- a) gradnje ali
- b) gradbenega materiala, nabavljenega na podlagi gradbenih pogodb.

II. člen
Načela za urejanje sodelovanja pri vzajemnosti pri javnih naročilih na področju obrambe

1. Vsaka pogodbenica priznava in pričakuje, da druga pogodbenica uporablja smotrne postopke pri opredeljevanju potreb, zbiranju ponudb ter naročanju in izvajanju pogodb kakor tudi da ti postopki olajšajo izvajanje, zagotavljajo preglednost in celovitost javnega naročanja. Vsaka pogodbenica zagotovi, da so njeni postopki skladni s postopki naročanja iz V. člena (Postopki oddaje javnih naročil) tega sporazuma.

2. Vsaka pogodbenica sprejema obveznosti iz tega sporazuma z razumevanjem, da bo deležna vzajemne obravnave druge pogodbenice.

3. Vsaka pogodbenica v skladu s svojimi nacionalnimi zakoni, predpisi, politikami in mednarodnimi obveznostmi naklonjeno obravnava vsa zaprosila druge pogodbenice za sodelovanje pri raziskavah in razvoju obrambnih zmogljivosti, proizvodnji, javnih naročilih in logistični podpori.

4. Vsaka pogodbenica v skladu s svojimi nacionalnimi zakoni, predpisi, politikami in mednarodnimi obveznostmi:

4.1 olajša javna naročila na področju obrambe za doseganje dolgoročnega enakopravnega ravnotežja nabav, upoštevajoč zmogljivosti svoje obrambne industrije ter raziskovalne in razvojne temelje;

4.2 odstrani ovire za naročanje in sproizvodnjo blaga, ki ga je proizvedla druga pogodbenica, ali storitev, ki so jih opravili viri (v nadaljevanju »industrijska podjetja«) s sedežem v drugi državi. To vključuje tako obravnavo industrijskih podjetij iz druge države, ki ni manj ugodna od tiste, ki se zagotavlja domačim industrijskim podjetjem. Ko industrijsko podjetje druge države predloži ponudbo, ki je ugodnejša in ustrežnejša, se pogodbenici kljub veljavnosti kakršne koli zahteve za nakup domačih proizvodov odpovesta zahtevam za nakup teh proizvodov;

4.3 uporablja postopke naročanja, ki omogočajo vsem odgovornim industrijskim podjetjem v obeh državah, da konkurirajo za javna naročila, ki jih zajema ta sporazum;

4.4 v skladu s politikami in merili posameznih naročnikov celovito obravnava vsa odgovorna industrijska podjetja v Republiki Sloveniji in Združenih državah. Ponudbe morajo izpolnjevati zahteve glede izvedbe, kakovosti, dobave in stroškov. Kadar morajo potencialni ponudniki oziroma njihovi izdelki izpolnjevati kvalifikacijske pogoje, da bi bili upravičeni do dodelitve javnega naročila, pogodbenica, ki razpisuje javno naročilo, v skladu z nacionalnimi zakoni, predpisi, politikami, postopki in svojimi mednarodnimi obveznostmi v celoti upošteva prijave industrijskih podjetij druge države za priznanje kvalifikacije;

4.5 zagotavlja informacije v zvezi z zahtevami in predlaganimi javnimi naročili v skladu s V. členom (Postopki oddaje javnih naročil) tega sporazuma, da se industrijskim podjetjem v drugi državi zagotovi dovolj časa, da se izkažejo kot ustrezni ponudniki, če je to potrebno, in predložijo ponudbo;

4.6 obvesti industrijska podjetja, ki želijo sodelovati pri javnih naročilih po tem sporazumu, o omejitvah glede tehničnih podatkov in obrambnih predmetov (obrambni izdelki in storitve), ki so dani na uporabo drugi pogodbenici. Taki tehnični podatki in obrambni predmeti, ki jih daje na razpolago pogodbenica, ki objavi javni razpis, se uporabljajo samo za konkuriranje na razpisu ali izvajanje javnih naročil na področju obrambe, ki jih zajema ta sporazum, ne pa za drug namen, razen če to pisno odobrijo tisti, ki imajo oziroma nadzirajo lastninske pravice ali pa zagotavljajo tehnične podatke oziroma obrambne predmete;

4.7 v celoti zaščiti lastninske pravice in katere koli prednostne, zaščitene ali tajne podatke ali informacije oziroma podatke ali informacije v zvezi z nadzorom nad izvozom. Taki podatki, blago ali storitve niso v nobenem primeru preneseni tretjim državam oziroma nobenemu drugemu prevzemniku brez predhodnega pisnega soglasja pogodbenice izvora;

4.8 izmenjuje informacije o veljavnih zakonih, podzakonskih aktih, političnih smernicah in upravnih postopkih;

4.9 letno izmenja statistične podatke o skupni denarni vrednosti obrambnih javnih naročil, dodeljenih industrijskim podjetjem v drugi državi v predhodnem letu. Letni pregled se opravi na podlagi skupnega dogovora;

4.10 za izvajanje tega sporazuma zagotavlja ustrezne politične smernice in upravne postopke v okviru svojih zadevnih obrambnih organizacij.

5. Ta sporazum nima namena oziroma ne daje nobenega pooblastila za odobritev izvoza obrambnih predmetov (obrambni izdelki ali obrambne storitve), vključno s tehničnimi podatki, ki jih nadzoruje ena ali druga pogodbenica v skladu z veljavnimi zakoni in predpisi o nadzoru nad izvozom. Poleg tega mora biti vsak izvoz, ki ga urejajo veljavni nacionalni zakoni in predpisi, skladen s temi zakoni in predpisi.

6. Nobena določba tega sporazuma ne preprečuje izvajanja določb, ki so potrebne za nadzor nad izvozom v posameznih projektih sporazumih ali dogovorih o sodelovanju.

III. člen Protidobave

Ta sporazum ne ureja protidobav. Pogodbenici se strinjata, da se bosta dogovorili o ukrepih za omejitev kakršnih koli negativnih vplivov, ki bi jih lahko imeli sporazumi o protidobavah na obrambnoindustrijske temelje vsake države.

IV. člen
Carine, davki in pristojbine

Pogodbenici se strinjata, da na podlagi vzajemnosti ne bosta vključevali carin, davkov in dajatev pri ocenjevanju ponudb ter da se za javna naročila, za katera se uporablja ta sporazum, odrekata svojim pristojbinam za carino in dajatvam, če je to dovoljeno v skladu z nacionalnimi zakoni, predpisi in mednarodnimi obveznostmi pogodbenic.

V. člen
Postopki oddaje javnih naročil

1. Vsaka pogodbenica izvaja javna naročila na področju obrambe v skladu s svojimi nacionalnimi zakoni, predpisi, politikami, postopki in mednarodnimi obveznostmi.

2. Če je to mogoče, vsaka pogodbenica v skladu s svojimi nacionalnimi zakoni, predpisi, politikami, postopki in mednarodnimi obveznostmi objavi oziroma je že objavila obvestilo o naročilu v splošno dostopnih sredstvih obveščanja. Vsi pogoji za sodelovanje pri javnih naročilih se objavijo v takem času, ki bo zainteresiranim industrijskim podjetjem omogočil pravočasno predložitev ponudbe. Vsako obvestilo o naročilu mora vsebovati najmanj:

- a) predmet pogodbe,
- b) rok, do katerega je mogoče zahtevati razpisno dokumentacijo, in rok za predložitev ponudb,
- c) naslov, na katerem se lahko pridobijo razpisna dokumentacija in z njo povezane informacije.

3. Na zahtevo in v skladu z nacionalnimi zakoni, predpisi, politikami, postopki in mednarodnimi obveznostmi pogodbenica, ki razpisuje javno naročilo, zagotovi industrijskim podjetjem druge države izvođe razpisne dokumentacije. Razpisna dokumentacija pomeni povabilo k sodelovanju pri razpisu in mora vsebovati te informacije:

- a) vrsto in količino blaga ali storitve, ki so predmet naročanja,
- b) ali gre za postopek z enkratno in končno ponudbo, s pogajanjem ali drug postopek;
- c) merila za izbor ponudbe, na primer najnižja cena, ali druga merila;
- d) časovni raspored dobave oziroma izvedbe naročila;
- e) naslov, čas in datum, do katerega je treba predložiti ponudbe, ter jezik, v katerem morajo biti predložene;
- f) naslov naročnika, ki oddaja javno naročilo in je odgovoren za zagotavljanje kakršnih koli informacij, ki jih zahtevajo ponudniki;
- g) vse ekonomske zahteve, finančna zavarovanja in s tem povezane informacije, ki se zahtevajo od dobaviteljev;

- h) vse tehnične zahteve, garancije in s tem povezane informacije, ki se zahtevajo od dobaviteljev;
- i) morebitni znesek in plačilne pogoje, če se to zahteva za pridobitev razpisne dokumentacije;
- j) vse druge pogoje za sodelovanje v postopku naročanja in
- k) osebo za stike za kakršne koli pritožbe v zvezi s postopkom naročanja.

4. V skladu z nacionalnimi zakoni, predpisi, politikami, postopki in mednarodnimi obveznostmi pogodbenica, ki razpisuje javno naročilo, na zahtevo obvesti industrijsko podjetje, ki mu ni dovoljeno sodelovati v postopku oddaje javnega naročila, o razlogih za to.

5. V skladu z nacionalnimi zakoni, predpisi, politikami, postopki in mednarodnimi obveznostmi vsaka pogodbenica, ki razpisuje javno naročilo:

5.1 po oddaji naročila takoj pošlje uradno obvestilo vsakemu neizbranemu ponudniku, ki vključuje najmanj:

- a) ime in naslov izbranega ponudnika;
- b) pogodbeno vrednost oddanega naročila oziroma naročil in
- c) število prejetih ponudb;

5.2 na zahtevo neizbranega ponudnika nemudoma sporoči razloge, zakaj mu ni bilo oddano naročilo.

6. Vsaka pogodbenica objavi postopke za obravnavo in revizijo pritožb v zvezi s katero koli fazo postopka javnega naročila, da bi kar najbolj zagotovila, da se pritožbe zoper javna naročila, ki jih zajema ta sporazum, rešijo pravično in hitro.

VI. člen Sodelovanje industrije

1. Uspešno izvajanje tega sporazuma je odvisno od obeh pogodbenic. Da bi od njega imela korist industrijska podjetja obeh pogodbenic, ki želijo sodelovati pri javnih naročilih po tem sporazumu, jim vsaka pogodbenica zagotovi informacije v zvezi z njim.

2. Vsaka pogodbenica je odgovorna za obveščanje industrijskih podjetij v svoji državi o obstoju tega sporazuma.

3. Pogodbenici se zavedata, da so za iskanje poslovnih priložnosti odgovorna predvsem industrijska podjetja vsake države.

4. Pogodbenici poskrbita, da so njihovi uradi, pristojni za javna naročila in druge zadeve, seznanjeni z načeli in cilji tega sporazuma, tako da lahko skladno s svojim običajnim delovanjem industrijskim podjetjem v državi druge pogodbenice pomagajo pri pridobivanju informacij o obvestilih o naročilih, potrebnih kvalifikacijah in ustrezni dokumentaciji.

VII. člen
Varnost sporočanje podatkov in obiski

1. Vsi tajni podatki ali materiali, izmenjani v skladu z določbami tega sporazuma, se uporabljajo, prenašajo, hranijo, obravnavajo in varujejo v skladu z Varnostnim sporazumom med Vlado Združenih držav Amerike in Vlado Republike Slovenije glede varnostnih ukrepov pri varovanju zaupnih vojaških podatkov, ki je začel veljati 27. junija 1997.

2. Pogodbenici sprejmeta ustrezne ukrepe, s katerimi zagotovita, da industrijska podjetja v njunih državah upoštevajo veljavne predpise o varnosti in varovanju tajnih podatkov.

3. Vsaka pogodbenica izvede zakonite ukrepe, da prepreči razkritje zaupanih netajnih podatkov po tem sporazumu, razen če druga pogodbenica pisno soglaša, da prvi pogodbenici ni treba izvesti vseh zakonitih ukrepov za preprečitev razkritja takih podatkov.

4. Vsaka pogodbenica zaposlenim druge pogodbenice ali zaposlenim pri izvajalcu dovoli obiske svojih ustanov, naročnikov in laboratorijev ter industrijskih objektov izvajalcev, če obisk dovolita obe pogodbenici ter imajo zaposleni ustrezna varnostna dovoljenja za dostop do tajnih podatkov in potrebo po seznanitvi z njimi.

5. Zaposila za obiske se uskladijo po uradni poti in izvedejo po postopku države gostiteljice. Vse gostujoče osebe mora spoštovati varnostne predpise in predpise o nadzoru nad izvozom države gostiteljice. Vsi podatki, ki se razkrijejo ali so dani na razpolago pooblaščenim obiskovalcem, se obravnavajo, kot da so bili priskrbljeni pogodbenici zaprositeljici za obisk, in zanje veljajo določbe tega sporazuma.

VIII. člen
Izvajanje

1. Pristojni organ pri Vladi Združenih držav Amerike za izvajanje tega sporazuma je podsekretar za obrambo (nabava, tehnologija in logistika). Pristojni organ pri Vladi Republike Slovenije za izvajanje tega sporazuma je Ministrstvo za obrambo.

2. Vsaka pogodbenica imenuje osebe za stike, ki zastopajo njen pristojni organ.

3. Predstavniki pristojnega organa pogodbenic se redno sestajajo, da bi pregledali napredek pri izvajanju tega sporazuma. Razpravljajo o načinih javnega naročanja, ki se uporabljajo za podporo učinkovitemu sodelovanju pri pridobivanju obrambnih zmogljivosti; letnem pregledu statistike javnega naročanja v skladu s pododstavkom 4 8 II. člena (Načela za urejanje sodelovanja pri vzajemnosti pri javnih naročilih na področju obrambe) tega sporazuma; ugotavljajo kakršne koli mogoče ali dejanske spremembe v nacionalnih zakonih, predpisih, politikah, postopkih in mednarodnih obveznostih, ki bi lahko vplivale na izvajanje katerega koli dogovora iz tega sporazuma, in proučujejo druge zadeve, ki se nanašajo na ta sporazum

4. Vsaka pogodbenica protiči, če je potrebno, načela in obveznosti, določene s tem sporazumom, glede na morebitne nadaljnje spremembe svojih nacionalnih zakonov, predpisov, politik, postopkov in mednarodnih obveznosti, vključno z direktivami in uredbami Evropske unije, vendar ne omejeno nanje, in se posvetuje z drugo pogodbenico, da bi skupaj odločili, ali je treba ta sporazum spremeniti.

5. Vsaka pogodbenica si prizadeva, da se izogne obveznostim, ki bi bile lahko v nasprotju z določbami tega sporazuma. Če katera od pogodbenic meni, da je prišlo do takega nasprotja, se pogodbenici strinjata, da se bosta posvetovali o mogočih rešitvah.

IX. člen Priloge in spremembe

1. Temu sporazumu se lahko dodajo priloge s pisnim soglasjem pogodbenic. Ob neskladju med členi tega sporazuma in katero koli prilogo prevlada besedilo sporazuma.

2. Ta sporazum, vključno z njegovimi prilogami (če so), se lahko spremeni s pisnim soglasjem pogodbenic.

X. člen Začetek, trajanje in prenehanje veljavnosti

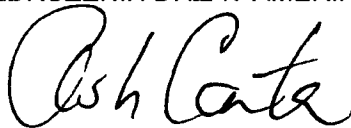
1. Po podpisu tega sporazuma Vlada Republike Slovenije uradno obvesti Vlado Združenih držav Amerike o izpolnitvi notranjepravnih pogojev, potrebnih za začetek njegove veljavnosti. Ta sporazum začne veljati z dnem prejema takega uradnega obvestila. Ta sporazum velja pet let in se samodejno podaljšuje za nadaljnja petletna obdobja, razen če ga katera koli od pogodbenic ne odpove s predhodnim šestmesečnim pisnim obvestilom drugi pogodbenici.

2. Prenehanje veljavnosti tega sporazuma ne vpliva na veljavnost pogodb, ki so bile sklenjene med veljavnostjo tega sporazuma.

V POTRDITEV TEGA sta pravilno pooblaščenata predstavnika pogodbenic podpisala ta sporazum.

PODPISANO v Washingtonu dne 8. aprila 2016
v dveh izvornikih v angleškem in slovenskem jeziku. pri čemer sta jezikovni različici enako verodostojni.

ZA VLADO
ZDRUŽENIH DRŽAV AMERIKE



ZA VLADO
REPUBLIKE SLOVENIJE

