

## **ATOMIC ENERGY**

### **Nuclear Safety**

#### **Arrangement Between the UNITED STATES OF AMERICA and SLOVENIA**

Signed at Vienna March 28, 2017

*with*

Addenda and Annex



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**

### **Atomic Energy: Nuclear Safety**

*Arrangement signed at Vienna*

*March 28, 2017;*

*Entered into force December 12, 2017.*

*With addenda and annex.*

ARRANGEMENT  
BETWEEN  
THE UNITED STATES NUCLEAR REGULATORY  
COMMISSION  
AND  
THE SLOVENIAN NUCLEAR SAFETY  
ADMINISTRATION  
FOR THE EXCHANGE OF TECHNICAL  
INFORMATION  
AND  
COOPERATION IN NUCLEAR SAFETY MATTERS

March 28, 2017

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BETWEEN  
THE UNITED STATES NUCLEAR REGULATORY COMMISSION  
AND  
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FOR  
THE EXCHANGE OF TECHNICAL INFORMATION  
AND  
COOPERATION IN NUCLEAR SAFETY MATTERS

The United States Nuclear Regulatory Commission (hereinafter the USNRC) and the Slovenian Nuclear Safety Administration (hereinafter the SNSA), the two together hereinafter referred to as the Parties;

Having similarly cooperated under the terms of a five-year Arrangement for the Exchange of Technical Information and Cooperation in Nuclear Safety Matters, signed in Ljubljana on December 6, 1993;

Having first renewed such cooperation for a five-year period on April 29, 1999, with effect from November 1, 1999, and again on July 1, 2006,

Having the last renewal of such cooperation for a five-year period on April 4, 2011, with effect from April 24, 2012,

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

Considering the Agreement for cooperation in the peaceful uses of nuclear energy between the European Atomic Energy Community and the United States of America, done in Brussels on 7 November 1995,

Have agreed as follows:

## **I. SCOPE OF THE ARRANGEMENT**

### **A. Technical Information Exchange**

To the extent that the Parties are permitted to do so under the laws, regulations, and policy directives of their respective countries, they shall exchange the following types of unclassified technical information relating to the regulation of nuclear safety, security, radioactive waste management, radiological safety, and environmental impact of designated nuclear energy facilities and to nuclear safety research programs:

1. Topical reports concerning safety, security, radioactive waste management, radiological safety, 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 nuclear facilities.
3. Detailed documents describing the USNRC process for licensing and regulating certain U.S. facilities designated by SNSA as similar to certain facilities being built or planned in Slovenia and equivalent documents on such facilities regulated by SNSA.
4. Information in the field of reactor safety research that 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," attached hereto and made integral parts of this Arrangement. Cooperation in these itemized research areas may require a separate agreement, as determined to be necessary by the research organizations of one or both of the Parties. Each Party shall transmit immediately to the other information concerning research results that requires early attention in the interest of public safety, along with an indication of significant implications.
5. Reports on operating experience, such as reports on nuclear incidents, accidents and shutdowns, and compilations of historical reliability data on components and systems.
6. Regulatory procedures for nuclear safety, security, radioactive waste management, radiological safety, and environmental impact evaluation of nuclear facilities.
7. Early advice of important events, such as serious operating incidents, government-directed reactor shutdowns, and emerging technical issues, that are of immediate interest to the Parties.

B. Cooperation in Nuclear Safety Research

The terms of cooperation for 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, shall be considered on a case-by-case basis and may be the subject of a separate agreement, if determined to be necessary by the research organizations of one or both of the Parties. When not the subject of a separate agreement, the terms of cooperation may be established by an exchange of letters between the Parties or the research organizations, and shall be subject to the terms and conditions of this Arrangement. Technical areas specified by such exchanges of letters may be modified subsequently by mutual consent.

C. Training and Assignments

Within the limits of available resources and subject to the availability of appropriated funds, the USNRC shall cooperate with SNSA in providing certain training and experience for SNSA safety and security personnel. In addition, temporary assignments of personnel by one Party in the other Party's Agency shall also be considered on a case-by-case basis and shall, in general, require a separate agreement between the Parties or the research organizations. Unless otherwise agreed, costs of salary, allowances, and travel of participants shall be paid by the Party that incurs them. The following are typical of, but not necessarily exclusive of, the kinds of training and experience that may be provided:

1. SNSA designated inspector accompaniment of USNRC inspectors on reactor operation and reactor construction inspection visits in the United States, including extended briefings at USNRC regional inspection offices.
2. Participation by SNSA employees in USNRC staff training courses.
3. Assignment of SNSA experts for certain periods to be determined by the Parties within the USNRC staff to work on USNRC staff duties and gain on-the-job experience.
4. Training assignments of SNSA employees within the radiation control program in the United States.

D. Cooperation During Nuclear Emergencies

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

## **II. ADMINISTRATION**

- A. The exchange of information under this Arrangement shall be accomplished through letters, reports, and other documents, and by visits and meetings arranged in advance on a case-by-case basis. Periodic meetings shall be held at such times as mutually agreed to review the exchange of information and cooperation under this Arrangement, to recommend revisions to the provisions of this Arrangement, and to discuss topics coming within the scope of the cooperation. The time, place, and agenda for such meetings shall be agreed upon in advance. Visits which take place under this Arrangement, including their schedules, shall have the prior approval of the administrators referred to in paragraph II.B.
- B. An administrator shall be designated by each Party to coordinate its participation in the overall exchange under this Arrangement. The administrators shall be the recipients of all documents transmitted under the exchange, including copies of all letters unless otherwise agreed. Within the terms of the exchange, the administrators shall be responsible 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. One or more technical coordinators may be appointed as direct contacts for specific disciplinary areas. These technical coordinators shall ensure that both administrators receive copies of all transmittals. These detailed arrangements are intended to ensure, among other things, that a reasonably balanced exchange giving access to equivalent available information is achieved and maintained.
- C. The administrators shall determine the number of copies to be provided of the documents exchanged. Each document shall 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 that are Parties to this Arrangement, but is available from other agencies of the governments of the Parties, each Party shall assist the other to the maximum extent possible by organizing visits and directing inquiries concerning such information to appropriate agencies of the government concerned. The foregoing shall not constitute a commitment of other agencies to furnish such information or to receive such visitors.



### III. EXCHANGE AND USE OF INFORMATION

#### A. General

The Parties support the widest possible dissemination of information provided or exchanged under this Arrangement, subject to the requirements of each Party's national laws, regulations and policies and the need to protect proprietary and other confidential or privileged information, and subject to the provisions of the Intellectual Property Rights Annex, which is an integral part of this Arrangement.

#### B. Definitions

1. The term "information" means unclassified nuclear energy-related regulatory, safety, security, radioactive waste management, scientific or technical data, including information on results or methods of assessment, research, and any other knowledge provided, created or exchanged under this Arrangement.
2. The term "proprietary information" means information made available under this Arrangement that contains trade secrets or other privileged or confidential commercial information (such that the person having the information may derive a commercial benefit from it or may have a commercial advantage over those who do not have it), and may only include information that:
  - a. has been held in confidence by its owner;
  - b. has not been transmitted by the owner to other entities (including the receiving Party), except on the basis that it be held in confidence;
  - c. is not otherwise available to the receiving Party from another source without restriction on its further dissemination; and
  - d. is not already in the possession of the receiving Party.
3. The term "other confidential or privileged information" means information, other than "proprietary information," that has been transmitted and received in confidence under this Arrangement and is protected from public disclosure under the laws, regulations, or policies of the country of the Party providing the information.

#### C. Marking Procedures for Documentary Proprietary Information

A Party receiving documentary proprietary information pursuant to this Arrangement shall respect the privileged nature of such information, provided that 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 March 28, 2017, 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, or concerned departments and agencies of the Government of the United States of America and the Government of the Republic of Slovenia, without the prior written approval of (name of transmitting Party). This notice shall be marked on each page of any reproduction hereof, in whole or in part. These limitations shall automatically terminate when the proprietary information is disclosed by the owner without restriction."

This restrictive legend shall be respected by the Parties to this Arrangement. Proprietary information bearing this restrictive legend shall not be made public or otherwise disseminated in any manner unspecified or contrary to the terms of this Arrangement without the prior written consent of the transmitting Party. Proprietary information bearing this restrictive legend shall not be used by the receiving Party or its contractors and consultants for any commercial purposes without the prior written consent of the transmitting Party.

D. Dissemination of Documentary Proprietary Information

1. In general, proprietary information received under this Arrangement may be 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, provided:
  - a. such dissemination is made on a case-by-case basis; and
  - b. such proprietary information bears the restrictive legend appearing in Section III.C. of this Arrangement.
2. Proprietary information received under this Arrangement may be disseminated by the receiving Party without prior consent to contractors and consultants of the receiving Party located within the geographical limits of that Party's country provided:
  - a. that the proprietary information is used by such contractors and consultants only for work within the scope of their contracts with the receiving Party relating to the subject matter of the proprietary information, and shall not be used by such contractors and consultants for any other private commercial purposes;
  - b. that such dissemination is made on a case-by-case basis to contractors and consultants who have executed a non-disclosure agreement; and
  - c. that such proprietary information shall bear the restrictive legend appearing in Section III.C. of this Arrangement.

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 under the terms set forth in this Arrangement. The Parties shall endeavor to grant such approval to the extent permitted by their respective national laws, regulations and policies, provided:
  - a. that the entities receiving proprietary information under Section III.D.3. of this Arrangement, including domestic organizations permitted or licensed by the receiving Party to construct or operate nuclear production or utilization facilities, or to use nuclear and materials radiation sources, have executed a non-disclosure agreement;
  - b. that the entities receiving proprietary information under Section III.D.3. of this Arrangement, including domestic organizations permitted or licensed by the receiving Party to construct or operate nuclear production or utilization facilities, shall not use such proprietary information for any private commercial purposes; and
  - c. that those entities receiving proprietary information under Section III.D.3. of this Arrangement that are domestic organizations permitted or licensed by the receiving Party, agree to use the proprietary information only for activities carried out under or within the terms of their specific permit or license.

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 is 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 Section III.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 assignment 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 non-dissemination provisions of this Arrangement, it shall immediately inform the other Party. The Parties shall thereafter consult to define an appropriate course of action.

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.

**IV. FINAL PROVISIONS**

- A. Nothing contained in this Arrangement shall require either Party to take any action that would be inconsistent with its existing laws, regulations, or policy directives. Should any conflict arise between the terms of this Arrangement and those laws, regulations, or policy directives, the Parties agree to consult before any action is taken. No nuclear information related to proliferation-sensitive technologies shall be exchanged under this Arrangement.
- B. Unless otherwise agreed, all costs resulting from cooperation pursuant to this Arrangement shall be the responsibility of the Party that incurs them. The ability of the Parties to carry out their obligations is subject to the appropriation of funds by the appropriate governmental authority and to the laws, regulations, and policies applicable to the Parties.
- C. Cooperation under this Arrangement shall be in accordance with the laws and regulations of the Parties, taking into account the membership of the Republic of Slovenia in the European Atomic Energy Community and the obligations deriving from that membership. In case of conflict between the provisions of the agreement and provisions of Euratom law, it is the latter that are to prevail. Any dispute or questions between the Parties concerning the interpretation or application of this Arrangement shall be settled by mutual agreement of the Parties.

- D. This Arrangement shall enter into force upon the date of the last written notification by the Parties that all their internal applicable procedures for its entry into force have been completed. Subject to paragraph E of this Section, this Arrangement shall remain in force for a period of five years. It may be extended for a further period of time by written agreement of the Parties. Upon its entry into force, this Arrangement shall supersede the prior arrangement.
- E. Either Party may terminate this Arrangement by providing the other Party written notice 180 days prior to its intended date of termination.

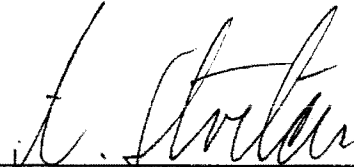
DONE at Vienna on this 28th day of March 2017, in duplicate, in the English and Slovenian languages, both texts being equally authentic.

FOR THE UNITED STATES NUCLEAR  
REGULATORY COMMISSION:



Kristine L. Svinicki, Chairman

FOR THE SLOVENIAN NUCLEAR SAFETY  
ADMINISTRATION:



Andrej Stritar, Director

## **Addendum A**

### **USNRC-SNSA Safety Research Exchange** **Areas in Which the USNRC is Performing or Sponsoring Safety Research**

1. Digital Instrumentation and Control
2. Reactor and Electrical Equipment Qualification
3. Environmental Radionuclide Transport
4. Radionuclide Transport and Waste Management
5. Dry Cask Storage and Transport
6. Fire Safety Research
7. Nuclear Fuel Analysis
8. Severe Accident Analysis
9. Operating Experience and Generic Issues
10. Human Factors Engineering
11. Organizational Factors/Safety Culture
12. Human Reliability Analysis (HRA)
13. Probabilistic Risk Assessments
14. Radiation Protection and Health Effects
15. Seismic Safety
16. State of the Art Risk Consequences
17. Reactor Containment Structural Safety
18. Reactor Vessel and Piping Integrity
19. Regulatory Guide Update
20. New and Advanced Reactor Designs
21. Decommissioning
22. Thermal Hydraulic Code Applications and Maintenance
23. Uncertainty Analysis for Thermal Hydraulic Kinetics
24. Coupled 3D Neutronic and Plant Thermal Hydraulics
25. Medical Isotope Production
26. Long-term Operational Management
27. Plant and Systems Operations

## **Addendum B**

### **USNRC-SNSA Safety Research Exchange** **Areas in Which the SNSA is Performing or Sponsoring 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, Operational Experience Feedback (Event Analysis), Studies of Component Behavior
3. Regulatory Recommendations; Nuclear Standards, Management Systems, Inspections, General Licensing Criteria
4. Studies of Radiation Protection and Environmental Protection including Environmental Impact Assessment
5. Studies of Seismic Design
6. Treatment and Disposal of Radioactive Waste
7. Safety Analyses of Nuclear Reactors including Probabilistic Safety Analyses

## **INTELLECTUAL PROPERTY RIGHTS ANNEX**

### **I. General Obligation**

The Parties shall ensure adequate and effective protection of intellectual property created or furnished under this Arrangement and relevant implementing arrangements. Rights to such intellectual property shall be allocated as provided in this Annex.

### **II. Scope**

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

B. For purposes of this Arrangement, "intellectual property" shall mean the subject matter listed in Article 2 of the Convention Establishing the World Intellectual Property Organization, done at Stockholm, July 14, 1967 and may include other subject matter as agreed by the Parties.

C. Each Party shall ensure, through contracts or other legal means with its own participants, if necessary, that the other Party can obtain the rights to intellectual property allocated in accordance with this Annex. This Annex does not otherwise alter or prejudice the allocation between a Party and its participants, which shall be determined by that Party's laws and practices.

D. Except as otherwise provided in this Arrangement, disputes concerning intellectual property arising under this Arrangement shall 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 Arrangement shall not affect rights or obligations under this Annex.

### **III. Allocation of Rights**

A. Each Party shall be entitled to a worldwide, non-exclusive, irrevocable, royalty-free license to translate, reproduce, and publicly distribute monographs, scientific and technical journal articles, reports, and books directly arising from cooperation under this Arrangement. All publicly distributed copies of a copyrighted work prepared under this Arrangement 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 paragraph III.A above, shall be allocated as follows:

(1) Prior to participation in cooperative activities under this Arrangement by a visiting researcher, the host Party or its designee and the Party or its designee employing or sponsoring the visiting researcher may discuss and determine the allocation of rights to any intellectual property created by the visiting researcher. Absent such a determination, visiting researchers shall receive rights, awards, bonuses and royalties in accordance with the policies of the host



institution. For purposes of this Arrangement, a visiting researcher is a researcher visiting an institution of the other Party (host institution) and engaged in work planned solely by the host institution.

(2) (a) Any intellectual property created by persons employed or sponsored by one Party under cooperative activities other than those covered by Paragraph III (B)(1) shall be owned by that Party. Intellectual property created by persons employed or sponsored by both Parties shall be jointly owned by the Parties. In addition, each creator shall be entitled to awards, bonuses and royalties in accordance with the policies of the institution employing or sponsoring that creator.

(b) Unless otherwise agreed in an implementing or other arrangement, each Party shall have within its territory a right to exploit and allow others to exploit intellectual property created in the course of the cooperative activities.

(c) The rights of a Party outside its territory shall be determined by mutual agreement considering, for example, the relative contributions of the Parties and their participants to the cooperative activities, the degree of commitment in obtaining legal protection and licensing of the intellectual property and such other factors deemed appropriate.

(d) Notwithstanding paragraphs III.B(2)(a) and (b) above, if either Party believes that a particular project is likely to lead to or has led to the creation of intellectual property not protected by the laws of the other Party, the Parties shall immediately hold discussions to determine the allocation of rights to the intellectual property. If an agreement cannot be reached within three months of the date of the initiation of the discussions, cooperation on the project in question shall be terminated at the request of either Party. Creators of intellectual property shall nonetheless be entitled to awards, bonuses and royalties as provided in paragraph III.B(2)(a).

(e) For each invention made under any cooperative activity, the Party employing or sponsoring the inventor(s) shall disclose the invention promptly to the other Party together with any documentation and information necessary to enable the other Party to establish any rights to which it may be entitled. Either Party may ask the other Party in writing to delay publication or public disclosure of such documentation or information for the purpose of protecting its rights in the invention. Unless otherwise agreed in writing, the delay shall not exceed a period of six months from the date of disclosure by the inventing Party to the other Party.

#### **IV. Business Confidential Information**

In the event that information identified in a timely fashion as business-confidential is furnished or created under this Arrangement, each Party and its participants shall protect such information in accordance with applicable laws, regulations, and administrative practices. 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, and 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.

SPORAZUM  
MED  
KOMISIJO ZDRUŽENIH DRŽAV AMERIKE ZA  
JEDRSKO VARNOST  
IN  
UPRAVO REPUBLIKE SLOVENIJE ZA JEDRSKO  
VARNOST  
O IZMENJAVI TEHNIČNIH INFORMACIJ  
IN  
SODELOVANJU NA PODROČJU JEDRSKE  
VARNOSTI

Marec 2017

S P O R A Z U M  
MED  
KOMISIJO ZDRUŽENIH DRŽAV AMERIKE ZA JEDRSKO VARNOST  
IN UPRAVO REPUBLIKE SLOVENIJE ZA JEDRSKO VARNOST O  
IZMENJAVI TEHNIČNIH INFORMACIJ  
IN  
SODELOVANJU NA PODROČJU JEDRSKE VARNOSTI

Komisija Združenih držav Amerike za jedrsko varnost (v nadaljnjem besedilu: USNRC) in  
Uprava Republike Slovenije za jedrsko varnost (v nadaljnjem besedilu: URSJV), v nadaljevanju  
skupaj imenovani pogodbenici, sta se

glede na to, da sta podobno že sodelovali v skladu s pogoji petletnega sporazuma o  
izmenjavi tehničnih informacij in sodelovanju na področju jedrske varnosti, podpisanega v  
Ljubljani 6. decembra 1993;

glede na to, da sta to sodelovanje prvič obnovili za pet let 29. aprila 1999 z začetkom  
veljavnosti 1. novembra 1999 in ponovno 1. julija 2006,

glede na to, da sta to sodelovanje nazadnje obnovili za pet let 4. aprila 2011 z začetkom  
veljavnosti 24. aprila 2012,

glede na obojestranski interes za nadaljnjo izmenjavo informacij o predpisih in standardih,  
ki jih njune organizacije zahtevajo ali priporočajo za urejanje varnosti, varovanja in vpliva jedrskih  
objektov na okolje, ter

ob upoštevanju Sporazuma o sodelovanju na področju miroljubne uporabe jedrske  
energije med Evropsko skupnostjo za jedrsko energijo in Združenimi državami Amerike,  
sklenjenega v Bruslju 7. novembra 1995,

dogovorili:

## I. PODROČJE UPORABE SPORAZUMA

### A. Izmenjava tehničnih informacij

Če pogodbenicama zakoni, drugi predpisi in programske usmeritve obeh držav dovoljujejo, pogodbenici nadaljujeta z izmenjavo naslednjih vrst tehničnih informacij, ki niso tajne in se nanašajo na urejanje jedrske varnosti, varovanje, ravnanje z radioaktivnimi odpadki, radiološko varnost, vpliv določenih jedrskih energetskega objektov na okolje in programe raziskav na področju jedrske varnosti:

1. tematskih poročil o varnosti, varovanju, ravnanju z radioaktivnimi odpadki, o radiološki varnosti in vplivih na okolje, ki jih pripravi ena od pogodbenic ali se pripravijo zanjo kot podlaga ali podpora pri odločanju glede predpisov in politike;
2. dokumentov v zvezi s pomembnejšimi dejanji pri izdajanju dovoljenj in v zvezi z varnostnimi in okoljskimi odločitvami, ki vplivajo na jedrske objekte;
3. podrobnih dokumentov, ki opisujejo postopek USNRC za izdajo dovoljenj in predpisov za nekatere ameriške objekte, za katere URSJV meni, da so podobni objektom, ki so zgrajeni ali načrtovani v Sloveniji, in enakovrednih dokumentov za take objekte v pristojnosti URSJV;
4. informacij na področju raziskav o varnosti reaktorjev, ki jih imata pogodbenici pravico razkriti in so last pogodbenice ali pa so ji dane na voljo, vključno z informacijami o varnosti lahkovodnih reaktorjev s tehničnih področij iz dodatkov A in B, ki sta kot priloga sestavni del tega sporazuma. Za sodelovanje na teh razčlenjenih raziskovalnih področjih je lahko potreben poseben sporazum, če tako določijo raziskovalne organizacije ene ali obeh pogodbenic. Vsaka pogodbenica nemudoma pošlje drugi pogodbenici informacije, ki se nanašajo na izsledke raziskav in jih je treba takoj obravnavati zaradi javne varnosti, skupaj z navedbo pomembnih posledic;
5. poročil o izkušnjah pri obratovanju, kot so poročila o jedrskih nezgodah, nesrečah in zaustavitvah, ter zbirki zgodovinskih podatkov o zanesljivosti sestavnih delov in sistemov;
6. postopkov za urejanje jedrske varnosti, varovanja, ravnanja z radioaktivnimi odpadki, radiološke varnosti in za oceno vpliva jedrskih objektov na okolje;
7. takojšnjih obvestil o pomembnih dogodkih, kot so resne obratovalne nezgode, zaustavitve reaktorjev po odločitvi vlade in nastajajoče tehnične težave, ki so v neposrednem interesu pogodbenic.

B. Sodelovanje pri raziskavah na področju jedrske varnosti

Pogoji za sodelovanje pri skupnih programih in projektih raziskav na področju jedrske varnosti in razvoja ali programih in projektih, pri katerih so dejavnosti razdeljene med pogodbenici, vključno z uporabo preizkuševalnih naprav in/ali računalniških programov v lasti ene ali druge pogodbenice, se preučijo za vsak primer posebej in se lahko uredijo s posebnim sporazumom, če raziskovalne organizacije ene pogodbenice ali obeh pogodbenic menijo, da je to potrebno. Kadar pogoji za sodelovanje niso določeni s posebnim sporazumom, se lahko določijo z izmenjavo pisem med pogodbenicama ali raziskovalnimi organizacijami, pri čemer zanje veljajo pogoji iz tega sporazuma. Tehnična področja, ki se opredelijo s tako izmenjavo pisem, se lahko pozneje z medsebojnim soglasjem pogodbenic spremenijo.

C. Usposabljanje in napotitve

USNRC sodeluje z URSJV pri izmenjavi izkušenj in zagotavljanju usposabljanja za osebje URSJV za varnost in varovanje v okviru razpoložljivih virov in glede na razpoložljivost dodeljenih sredstev. Občasna napotitev osebja pogodbenice v organizacijo druge pogodbenice se obravnava za vsak primer posebej in se praviloma uredi s posebnim sporazumom med pogodbenicama ali raziskovalnimi organizacijami. Če ni dogovorjeno drugače, stroške plač, dnevnic in potne stroške udeležencev plača pogodbenica, ki te stroške ima. Značilne, vendar ne nujno izključne vrste takega usposabljanja in pridobivanja izkušenj, so:

1. inšpektorji, ki jih določi URSJV, spremljajo inšpektorje USNRC na inšpekcijskih obiskih v zvezi z delovanjem in gradnjo reaktorjev v Združenih državah Amerike, in tudi na izčrpnih informativnih sestankih v regionalnih inšpekcijskih uradih USNRC;
2. udeležba uslužbencev URSJV na tečajih usposabljanja za osebje USNRC;
3. napotitev strokovnjakov URSJV na delo z osebjem USNRC zaradi opravljanja nalog USNRC in pridobivanja izkušenj pri delu za obdobje, ki ga določita pogodbenici;
4. napotitev uslužbencev URSJV na usposabljanje v okviru programa za nadzor sevanja v Združenih državah Amerike.

D. Sodelovanje ob izrednih jedrskih dogodkih

Ob večji jedrski nezgodi ali nesreči v Sloveniji v jedrski elektrarni, ki so jo dobavile Združene države Amerike, si USNRC v okviru zakonskih pooblastil in razpoložljivih virov na prošnjo URSJV prizadeva zagotoviti tehnično svetovanje in pomoč. USNRC in URSJV se o vrsti in obsegu takega svetovanja in pomoči dogovorita v vsakem primeru posebej. Če ni drugače dogovorjeno, vse stroške posebnega svetovanja in pomoči, ki ju zagotovi USNRC po tem odstavku, krije URSJV.

## II. IZVAJANJE

- A. Po tem sporazumu se informacije izmenjujejo s pismi, poročili in drugimi dokumenti ter obiski in sestanki, ki se vnaprej določijo za vsak primer posebej. Pogodbenici se dogovorita o rednih sestankih, da pregledata izmenjavo informacij in sodelovanje po tem sporazumu, predlagata spremembe določb tega sporazuma in obravnavata teme s področja sodelovanja. O času, kraju in dnevnem redu sestankov se pogodbenici dogovorita vnaprej. Obiske po tem sporazumu, vključno z njihovimi programi, predhodno odobrita skrbnika iz oddelka B II. poglavja I.
- B. Vsaka pogodbenica imenuje skrbnika, ki usklajuje njeno sodelovanje pri celotni izmenjavi po tem sporazumu. Skrbnika prejmeta vse dokumente, ki se izmenjajo, vključno s kopijami pisem, razen če ni dogovorjeno drugače. V skladu s pogoji izmenjave sta skrbnika odgovorna za določitev področja izmenjave, vključno z dogovorom o določitvi jedrskih energetskih objektov v okviru izmenjave in posebnih dokumentov in standardov, ki jih je treba izmenjati. Imenuje se lahko tehnični koordinator ali več tehničnih koordinatorjev za neposredne stike za posamezna disciplinarna področja. Ti tehnični koordinatorji zagotovijo, da skrbnika prejmeta izvode vseh poslanih dokumentov. Namen teh podrobnih dogovorov je med drugim zagotoviti, da se doseže in vzdržuje razumno uravnotežena izmenjava, ki omogoča dostop do enakovrednih razpoložljivih informacij.
- C. Skrbnika določita število izvodov izmenjanih dokumentov. K vsakemu dokumentu se priloži povzetek v angleščini z največ 250 besedami, ki opisuje področje in vsebino dokumenta.
- D. Za uporabo vseh informacij, ki se izmenjajo ali pošljejo po tem sporazumu, je odgovorna pogodbenica prejemnica; pogodbenica, ki informacije pošilja, ne jamči za primernost teh informacij za katero koli uporabo.
- E. Ob upoštevanju, da pogodbenici tega sporazuma nekaterih informacij, ki jih zajema ta sporazum, nimata, imajo pa jih drugi državni organi pogodbenic, vsaka pogodbenica kar najbolj pomaga drugi pogodbenici pri organiziranju obiskov in poizvedbah v zvezi s temi informacijami pri ustreznih državnih organih. Navedeno drugih državnih organov ne zavezuje k zagotavljanju teh informacij ali sprejemu takih obiskovalcev.

### III. IZMENJAVA IN UPORABA INFORMACIJ

#### A. Splošno

Pogodbenici podpirata največje mogoče širjenje informacij, ki se zagotovijo ali izmenjajo po tem sporazumu, ob upoštevanju zahtev notranje zakonodaje, predpisov in politik vsake pogodbenice in potrebe po varovanju lastniških informacij in drugih zaupnih ali pravno zaščitениh informacij ter določb priloge o pravicah intelektualne lastnine, ki je sestavni del tega sporazuma.

#### B. Pomen izrazov

1. Izraz "informacija" pomeni podatke s področja jedrske energije, ki se nanašajo na predpise, varnost, varovanje, ravnanje z radioaktivnimi odpadki, znanost ali tehniko in niso tajni, vključno z informacijami o rezultatih ali načinih ocenjevanja, raziskavah in katerem koli drugem znanju, ki se zagotovi, ustvari ali izmenja po tem sporazumu.
2. Izraz "lastniške informacije" pomeni informacije, ki so na voljo po tem sporazumu in vsebujejo poslovne skrivnosti ali druge pravno zaščitene ali zaupne poslovne informacije (zaradi katerih ima lahko oseba, ki te informacije ima, poslovno korist ali prednost pred tistimi, ki jih nimajo), ter lahko vključuje informacijo, ki:
  - a. jo kot zaupno poseduje imetnik;
  - b. je imetnik ni poslal drugim subjektom (vključno s pogodbenico prejemnico), razen pod pogojem, da se ohrani kot zaupna;
  - c. pogodbenici prejemnici ni na voljo iz drugega vira brez omejitev pri njenem nadaljnjem širjenju in
  - d. je pogodbenica prejemnica še nima.
3. Izraz "druge zaupne ali pravno zaščitene informacije" pomeni informacije, ki niso "lastniške informacije" in se pošiljajo ali prejmejo kot zaupne po tem sporazumu in so zavarovane pred javnim razkritjem na podlagi zakonodaje, predpisov ali politik države pogodbenice, ki te informacije zagotavlja.

#### C. Postopki označevanja lastniških informacij v obliki dokumenta

Pogodbenica, ki prejme lastniške informacije v obliki dokumenta v skladu s tem sporazumom, spoštuje njihovo zaupnost pod pogojem, da so te lastniške informacije jasno označene s tem (ali vsebinsko podobnim) omejevalnim opozorilom:

"Ta dokument vsebuje lastniške informacije, ki se pošiljajo kot zaupne po sporazumu z dne \_\_\_\_\_ 2017 med Komisijo Združenih držav Amerike za jedrsko varnost in Upravo Republike Slovenije za jedrsko varnost in se ne bodo širile zunaj teh organizacij, njihovih svetovalcev, pogodbenikov in imetnikov

dovoljenj ali ustreznih organov in institucij Vlade Združenih držav Amerike in Vlade Republike Slovenije brez predhodne pisne odobritve (ime pogodbenice pošiljateljice). To opozorilo se navede na vsaki strani vsakega izvoda tega dokumenta ali njegovega dela. Te omejitve samodejno prenehajo, ko imetnik razkrije lastniške informacije brez omejitev."

Pogodbenici tega sporazuma to omejevalno opozorilo spoštujeta. Lastniške informacije, ki so označene z omejevalnim opozorilom, se brez predhodnega pisnega soglasja pogodbenice pošiljateljice ne objavijo ali drugače širijo na način, ki ni naveden v tem sporazumu ali je v nasprotju z njegovimi pogoji. Lastniških informacij, označenih z omejevalnim opozorilom, pogodbenica prejemnica ali njeni pogodbeniki in svetovalci ne uporabljajo za poslovne namene brez predhodnega pisnega soglasja pogodbenice pošiljateljice.

D. Širjenje lastniških informacij v obliki dokumenta

1. Načeloma lahko pogodbenica prejemnica lastniške informacije, prejete po tem sporazumu, brez predhodnega soglasja širi svojim osebam ali zaposlenim in ustreznim državnim organom in institucijam v državi pogodbenice prejemnice pod pogojem, da:
  - a. se tako širjenje opravi za vsak primer posebej in
  - b. so te lastniške informacije označene z omejevalnim opozorilom iz oddelka C III. poglavja tega sporazuma.
2. Pogodbenica prejemnica lahko lastniške informacije, prejete po tem sporazumu, brez predhodnega soglasja širi svojim pogodbenikom in svetovalcem, ki so v zemljepisnih mejah države te pogodbenice, pod pogojem, da:
  - a. te lastniške informacije ti pogodbeniki in svetovalci uporabijo le za delo v okviru svojih pogodb s pogodbenico prejemnico, ki se nanaša na vsebino lastniških informacij, in jih ne uporabijo za nobene zasebne poslovne namene;
  - b. se informacije na podlagi vsakega primera posebej širijo pogodbenikom in svetovalcem, ki so sklenili sporazum o nerazkritju podatkov, in
  - c. so te lastniške informacije označene z omejevalnim opozorilom iz oddelka C III. poglavja tega sporazuma.
3. Pogodbenica prejemnica lahko ob predhodnem pisnem soglasju pogodbenice, ki pošilja lastniške informacije po tem sporazumu, te lastniške informacije širi bolj, kot je sicer dovoljeno pod pogoji iz tega sporazuma. Pogodbenici si prizadevata za odobritev takega soglasja v



obsegu, ki ga dovoljujejo njuna notranja zakonodaja, predpisi in politike, pod pogojem, da:

- a. so subjekti, ki prejmejo lastniške informacije po tretjem odstavku oddelka D III. poglavja tega sporazuma, vključno z domačimi organizacijami, ki imajo odobritev ali dovoljenje pogodbenice prejemnice, da gradijo ali upravljajo objekte za proizvodnjo ali uporabo jedrske energije ali uporabljajo jedrske snovi ali vire sevanja, sklenili sporazum o nerazkritju podatkov;
- b. subjekti, ki prejmejo lastniške informacije po tretjem odstavku oddelka D III. poglavja tega sporazuma, vključno z domačimi organizacijami, ki imajo odobritev ali dovoljenje pogodbenice prejemnice, da gradijo ali upravljajo objekte za proizvodnjo ali uporabo jedrske energije, teh lastniških informacij ne uporabljajo za nobene zasebne poslovne namene in
- c. se subjekti, ki so domače organizacije z odobritvijo ali dovoljenjem pogodbenice prejemnice in prejmejo lastniške informacije po tretjem odstavku oddelka D III. poglavja tega sporazuma, strinjajo, da se lastniške informacije uporabljajo le za dejavnosti, ki jih opravljajo v skladu s pogoji svoje posebne odobritve ali dovoljenja.

E. Postopki označevanja drugih zaupnih ali pravno zaščitene informacij v obliki dokumenta

Pogodbenica, ki po tem sporazumu prejme druge zaupne ali pravno zaščitene informacije, spoštuje njihovo zaupnost, če so te informacije jasno označene kot zaupne ali pravno zaščitene in jih spremlja izjava, da:

1. je vlada ali pogodbenica pošiljateljica informacije zavarovala pred javnim razkritjem in
2. se informacije pošiljajo pod pogojem, da se ohranijo kot zaupne.

F. Širjenje drugih zaupnih ali pravno zaščitene informacij v obliki dokumenta

Druge zaupne ali pravno zaščitene informacije se lahko širijo tako, kot je navedeno v oddelku D III. poglavja »širjenje lastniških informacij v obliki dokumenta«.

G. Lastniške informacije, ki niso v obliki dokumenta ali druge zaupne ali pravno zaščitene informacije

Lastniške informacije, ki niso v obliki dokumenta, ali druge zaupne ali pravno zaščitene informacije, ki se zagotovijo na seminarjih in drugih srečanjih, organiziranih po tem sporazumu, ali informacije, ki izhajajo iz napotitev osebja,

uporabe objektov ali skupnih projektov, pogodbenice obravnavajo v skladu z načeli, določenimi za informacije v obliki dokumenta v tem sporazumu, vendar pod pogojem, da pogodbenica, ki sporoča take lastniške informacije ali druge zaupne ali pravno zaščitene informacije, prejemnika obvesti o zaupnosti sporočenih informacij.

H. Posvetovanja

Če pogodbenica iz katerega koli razloga meni ali se zanjo upravičeno pričakuje, da ne bo mogla ravnati v skladu z določbami tega sporazuma o neširjenju informacij, o tem nemudoma obvesti drugo pogodbenico. Pogodbenici se nato posvetujeta o ustreznih ukrepih.

I. Drugo

Nobena določba tega sporazuma pogodbenici ne preprečuje uporabe ali širjenja informacij, ki jih prejme brez omejitev iz virov zunaj tega sporazuma.

#### IV. KONČNE DOLOČBE

- A. Nobena določba tega sporazuma od pogodbenice ne zahteva, da sprejme kakršen koli ukrep, ki ne bi bil v skladu z njeno zakonodajo, njenimi predpisi ali programskimi usmeritvami. Ob kakršnem koli neskladju med pogoji tega sporazuma in zakonodajo, predpisi ali programskimi usmeritvami pogodbenic se pogodbenici posvetujeta, preden kakoli ukrepata. Po tem sporazumu se ne izmenjajo nobene jedrske informacije v zvezi s tehnologijami, ki bi se lahko uporabljale za širjenje jedrskega orožja.
- B. Če ni dogovorjeno drugače, je za vse stroške, ki nastanejo zaradi sodelovanja po tem sporazumu, odgovorna pogodbenica, ki te stroške ima. Sposobnost pogodbenic, da izpolnijo svoje obveznosti, je odvisna od sredstev, ki jih dodelijo ustrezni državni organi, ter zakonodaje, predpisov in politik, ki veljajo za pogodbenici.
- C. Sodelovanje po tem sporazumu poteka v skladu z zakonodajo in predpisi pogodbenic ob upoštevanju članstva Republike Slovenije v Evropski skupnosti za jedrsko energijo in obveznosti, ki izhajajo iz njega. Ob neskladju med določbami tega sporazuma in določbami prava Euratom prevladajo slednje. Pogodbenici kakršen koli spor ali vprašanja med njima v zvezi z razlago ali uporabo tega sporazuma rešujeta z medsebojnim dogovorom.
- D. Ta sporazum začne veljati z dnem zadnjega pisnega obvestila, s katerim se pogodbenici uradno obvestita, da so končani njuni notranji postopki, potrebni za začetek njegove veljavnosti. Ob upoštevanju oddelka E tega poglavja ta sporazum velja pet let. Lahko se podaljša za nadaljnje obdobje s pisnim dogovorom med pogodbenicama. Ko sporazum začne veljati, nadomesti predhodni sporazum.

- E. Vsaka pogodbenica lahko ta sporazum odpove s pisnim obvestilom drugi pogodbenici 180 dni pred nameravanim dnem odpovedi.

SKLENJENO na Dunaju dne 28. 2 2017 v dveh izvirnikih v angleškem in slovenskem jeziku, pri čemer sta besedili enako verodostojni.

ZA KOMISIJO ZDRUŽENIH DRŽAV  
AMERIKE ZA JEDRSKO VARNOST:



Kristine L. Svinicki, predsednica

ZA UPRAVO REPUBLIKE SLOVENIJE  
ZA JEDRSKO VARNOST:



Andrej Stritar, direktor

## Dodatek A

### Izmenjava med USNRC in URSJV na področju varnostnih raziskav Področja, na katerih varnostne raziskave opravlja ali financira USNRC

1. digitalni instrumenti in krmiljenje,
2. kvalifikacija reaktorske in električne opreme,
3. širjenje radionuklidov v okolju,
4. prenos radionuklidov in ravnanje z radioaktivnimi odpadki,
5. suho skladiščenje v zabojnikih in njihov prevoz,
6. raziskava o požarni varnosti,
7. analiza jedrskega goriva,
8. analiza hudih nesreč,
9. obratovalne izkušnje in skupna vprašanja,
10. analiza vpliva človeških dejavnikov,
11. organizacijski dejavniki/varnostna kultura,
12. analiza človeške zanesljivosti,
13. verjetnostne ocene tveganja,
14. varstvo pred sevanji in učinki na zdravje,
15. potresna varnost,
16. najsodobnejše ocene tveganja,
17. konstrukcijska varnost zadrževalnega hrama,
18. celovitost reaktorske posode in cevovodov,
19. posodobitev smernic USNRC,
20. projekti novih in naprednih reaktorjev,
21. razgradnja jedrskih objektov,
22. uporaba in vzdrževanje termohidravličnih programov,
23. analiza negotovosti za termohidravlično kinetiko,
24. sklopitev 3D-nevtronike in termohidravlike elektrarn,
25. proizvodnja medicinskih izotopov,
26. dolgoročno upravljanje obratovanja,
27. upravljanje elektrarne in sistemov.

## **Dodatek B**

### **Izmenjava med USNRC in URSJV na področju varnostnih raziskav** **Področja, na katerih varnostne raziskave opravlja ali financira URSJV**

1. Varnostne analize lokacije, zahtevane za predhodna in končna varnostna poročila za odlagališče radioaktivnih odpadkov,
2. analize obratovalne varnosti in razpoložljivosti jedrskih naprav, študije o nesrečah, obratovalne izkušnje (analize dogodka), študije o obnašanju sestavnih delov,
3. priporočila glede predpisov, jedrski standardi, sistemi upravljanja, inšpekcije in splošna merila za izdajanje dovoljenj,
4. študije o varstvu pred sevanjem in o varstvu okolja, vključno s presojo vplivov na okolje,
5. študije o protipotresnem projektiranju,
6. študije o obdelavi in odlaganju radioaktivnih odpadkov,
7. varnostne analize jedrskih reaktorjev, vključno z verjetnostnimi varnostnimi analizami.

## **PRILOGA O PRAVICAH INTELEKTUALNE LASTNINE**

### **I. Splošna obveznost**

Pogodbenici zagotavljata ustrezno in učinkovito varovanje intelektualne lastnine, ustvarjene ali poslana po tem sporazumu in ustreznih izvedbenih dogovorih. Pravice do te intelektualne lastnine se dodelijo, kot določa ta priloga.

### **II. Področje uporabe**

A. Ta priloga se uporablja za vse dejavnosti sodelovanja po tem sporazumu, razen če se pogodbenici ali njuni pooblaščenici posebej ne dogovorijo drugače.

B. V tem sporazumu "intelektualna lastnina" pomeni vsebino, navedeno v 2. členu Konvencije o ustanovitvi Svetovne organizacije za intelektualno lastnino, sklenjene v Stockholmu 14. julija 1967, in lahko vključuje drugo vsebino, o kateri se dogovorita pogodbenici.

C. Vsaka pogodbenica s pogodbami ali drugimi pravnimi načini s svojimi udeleženci po potrebi zagotovi, da lahko druga pogodbenica pridobi pravice intelektualne lastnine, ki se dodelijo v skladu s to prilogo. Ta priloga sicer ne spreminja dodeljevanja pravic med pogodbenico in njenimi udeleženci, ki je določeno v zakonodaji in praksi te pogodbenice, niti vanj ne posega.

D. Če v tem sporazumu ni določeno drugače, se spori v zvezi z intelektualno lastnino, ki izhajajo iz tega sporazuma, rešujejo s pogovori med sodelujočimi institucijami ali po potrebi med pogodbenicama ali njunimi pooblaščenici. Na podlagi medsebojnega dogovora pogodbenic se spor predloži arbitražnemu sodišču v zavezujoče razsojanje v skladu z veljavnimi pravili mednarodnega prava. Če se pogodbenici ali njuni pooblaščenici pisno ne dogovorijo drugače, veljajo arbitražna pravila Komisije Združenih narodov za mednarodno trgovinsko pravo (UNCITRAL).

E. Odpoved ali prenehanje veljavnosti tega sporazuma ne vpliva na pravice ali obveznosti po tej prilogi.

### **III. Dodelitev pravic**

A. Vsaka pogodbenica je upravičena do vsesplošnega, neizključnega, nepreklicnega in brezplačnega dovoljenja za prevajanje, reproduciranje in javno razširjanje monografij, znanstvenih in strokovnih člankov v revijah, poročil ter knjig, ki izvirajo neposredno iz sodelovanja po tem sporazumu. V vseh javno razširjenih izvodih del z avtorsko pravico, ki so pripravljeni po tem sporazumu, se navedejo imena avtorjev del, razen če avtor izrecno ne želi biti imenovan.

B. Pravice do vseh oblik intelektualne lastnine, razen pravic iz odstavka A III. oddelka, se dodelijo na naslednji način:

(1) Pred začetkom sodelovanja gostujočega raziskovalca na podlagi tega sporazuma se lahko pogodbenica gostiteljica ali njen pooblaščenec in pogodbenica, ki gostujočega raziskovalca zaposluje ali financira, ali njen pooblaščenec opredelita in določita dodeljevanje pravic do intelektualne lastnine, ki jo ustvari gostujoči raziskovalec. Če te določitve ni, gostujoči

raziskovalci dobijo pravice, nagrade, ugodnosti in licenčnine v skladu z usmeritvami institucije gostiteljice. Za namene tega sporazuma je gostujoči raziskovalec tisti, ki je na obisku v instituciji druge pogodbenice (institucija gostiteljica) in je vključen v delo, ki ga načrtuje izključno institucija gostiteljica.

(2) (a) Vsa intelektualna lastnina, ki jo med sodelovanjem, razen sodelovanja iz 1. točke odstavka B III. oddelka, ustvarijo osebe, ki jih zaposluje ali financira pogodbenica, je last te pogodbenice. Intelektualna lastnina, ki jo ustvarijo osebe, ki jih zaposlujeta ali financirata pogodbenici, je skupna last pogodbenic. Poleg tega je vsak ustvarjalec intelektualne lastnine upravičen do nagrad, ugodnosti in licenčin v skladu z usmeritvami institucije, ki ga zaposluje ali financira.

(b) Če ni drugače dogovorjeno v izvedbenem ali drugem dogovoru, ima vsaka pogodbenica na svojem ozemlju pravico do uporabe intelektualne lastnine, ustvarjene v okviru sodelovanja, in do omogočanja drugim, da jo uporabljajo.

(c) Pravice pogodbenice zunaj njenega ozemlja se določijo z medsebojnim dogovorom ob upoštevanju, na primer, sorazmernih prispevkov pogodbenic in njunih udeležencev pri sodelovanju, stopnje prizadevanj pri pridobitvi pravnega varstva in podeljevanju licenc za intelektualno lastnino ter drugih primernih dejavnikov.

(d) Če katera od pogodbenic meni, da bi pri posameznem projektu lahko nastala ali je nastala intelektualna lastnina, ki ni zaščitena z zakonodajo druge pogodbenice, pogodbenici ne glede na točki a in b drugega pododstavka odstavka B III. oddelka takoj opravita pogovore, da določita dodelitev pravic intelektualne lastnine. Če dogovora ni mogoče doseči v treh mesecih od dneva začetka pogovorov, se sodelovanje pri projektu na zahtevo ene ali druge pogodbenice prekine. Ustvarjalci intelektualne lastnine so kljub temu upravičeni do nagrad, ugodnosti in licenčin po točki a drugega pododstavka odstavka B III. oddelka.

(e) Pogodbenica, ki zaposluje ali financira izumitelja ali izumitelje, vsak izum, ki nastane pri sodelovanju, takoj razkrije drugi pogodbenici skupaj z vso dokumentacijo in informacijami, ki drugi pogodbenici omogočajo, da ugotovi, ali ima morda pravice v zvezi z njim. Vsaka pogodbenica lahko drugo pogodbenico pisno zaprosi, da zaradi varstva njenih pravic, ki izhajajo iz izuma, odloži objavo ali javno razkritje te dokumentacije ali informacij. Če se pogodbenici pisno ne dogovorita drugače, ta odlog ni daljši kakor šest mesecev od dneva, ko pogodbenica izumiteljica dokumentacijo ali informacije razkrije drugi pogodbenici.

#### **IV. Poslovno zaupne informacije**

Če se po tem sporazumu pošljejo ali nastanejo informacije, za katere se pravočasno ugotovi, da so poslovno zaupne, vsaka pogodbenica in njeni udeleženci te informacije varujejo v skladu z veljavno zakonodajo, predpisi in upravnimi praksami. Informacija je "poslovno zaupna", če ima lahko oseba, ki to informacijo ima, zaradi nje gospodarsko korist ali konkurenčno prednost pred tistimi, ki te informacije nimajo, pri čemer ta informacija ni splošno znana ali javno dostopna v drugih virih, njen lastnik pa je pred tem ni dal na voljo, ne da bi pravočasno določil obveznost, da je zaupna.