

25. Uredba o ratifikaciji Sporazuma med Upravo Republike Slovenije za jedrsko varnost (URSJV) in Jedrsko regulatorno komisijo Združenih držav Amerike (US NRC) o izmenjavi tehničnih informacij in sodelovanju na področju jedrske varnosti

Na podlagi prve in tretje alineje petega odstavka 75. člena Zakona o zunanjih zadevah (Uradni list RS, št. 113/03 – uradno prečiščeno besedilo) izdaja Vlada Republike Slovenije

U R E D B O

o ratifikaciji Sporazuma med Upravo Republike Slovenije za jedrsko varnost (URSJV) in Jedrsko regulatorno komisijo Združenih držav Amerike (US NRC) o izmenjavi tehničnih informacij in sodelovanju na področju jedrske varnosti

1. člen

Ratificira se Sporazum med Upravo Republike Slovenije za jedrsko varnost (URSJV) in Jedrsko regulatorno komisijo Združenih držav Amerike (US NRC) o izmenjavi tehničnih informacij in sodelovanju na področju jedrske varnosti, sklenjen na Dunaju dne 27. septembra 2005.

2. člen

Besedilo sporazuma se v izvorniku v slovenskem in angleškem jeziku glasi:

S P O R A Z U M

med Upravo Republike Slovenije za jedrsko varnost (URSJV) in Jedrsko regulatorno komisijo Združenih držav Amerike (US NRC) o izmenjavi tehničnih informacij in sodelovanju na področju jedrske varnosti

Uprava Republike Slovenije za jedrsko varnost (v nadaljevanju URSJV) in Jedrska regulatorna komisija Združenih držav Amerike (v nadaljevanju US NRC), v nadaljevanju skupaj imenovani pogodbenici,

sta se

glede na obojestransko željo po nadaljnji izmenjavi informacij, ki se nanašajo na zakonodajo in standarde, ki jih organizaciji zahtevata ali priporočata za urejanje varnosti in vpliva jedrskih naprav na okolje;

glede na to, da sta podobno že sodelovali v okviru petletnega Sporazuma o izmenjavi tehničnih informacij in sodelovanju na področju jedrske varnosti, ki je bil podpisan v Ljubljani 6. decembra 1993;

glede na to, da sta 29. aprila 1999 prvič obnovili tako sodelovanje za pet let, s pričetkom veljavnosti 1. novembra 1999 in sta zdaj izrazili skupno željo po nadaljevanju tako vzpostavljenega sodelovanja za nadaljnjih pet let,

dogovorili o naslednjem:

I. OBSEG SPORAZUMA

A. Izmenjava tehničnih informacij

Če nacionalna zakonodaja, drugi predpisi in programske usmeritve pogodbenic dovoljujejo, se URSJV in US NRC strinjata, da bosta nadaljevali izmenjavo naslednjih vrst netajnih tehničnih informacij, ki se nanašajo na urejanje varnosti, varovanje jedrskih materialov, fizično varovanje, ravnanje z odpadki, radiološko varnost in vpliv določenih jedrskih energetskih objektov na okolje ter programe raziskovanja jedrske varnosti:

1. tematskih poročil, ki se nanašajo na varnost, varovanje jedrskih materialov, fizično varovanje, ravnanje z odpadki, radiološko varnost in vplive na okolje in jih pripravi ena od pogodbenic ali se pripravijo zanjo kot podlaga ali podpora za upravno odločanje in usmeritve;

2. dokumentov, ki se nanašajo na pomembnejša dejanja pri izdajanju dovoljenj, ter odločitev, ki se nanašajo na varnost in varstvo okolja in vplivajo na jedrske objekte;

3. podrobnih dokumentov, ki opisujejo postopek URSJV za izdajo dovoljenj in urejanje določenih slovenskih objektov, za katere US NRC meni, da so podobni objektom, ki so zgrajeni ali načrtovani v ZDA, in ustreznih dokumentov za takšne ameriške objekte;

A R R A N G E M E N T

between the Slovenian Nuclear Safety Administration (S.N.S.A.) and the United States Nuclear Regulatory Commission (U.S.N.R.C.) for the exchange of technical information and cooperation in nuclear safety matters

The Slovenian Nuclear Safety Administration (hereinafter called the S.N.S.A.) and the United States Nuclear Regulatory Commission (hereinafter called the U.S.N.R.C.), the two together hereinafter referred to as the Parties;

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 and environmental impact of nuclear facilities;

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 having now indicated their mutual desire to continue the cooperation so established for another five years;

Have agreed as follows:

I. SCOPE OF THE ARRANGEMENT

A. Technical Information Exchange

To the extent that the S.N.S.A. and the U.S.N.R.C. are permitted to do so under the laws, regulations, and policy directives of their respective countries, the Parties will continue the exchange of the following types of unclassified technical information relating to the regulation of safety, safeguards, physical security, waste management, radiological safety, and environmental impact of designated nuclear energy facilities and to nuclear safety research programs:

1. Topical reports concerning safety, safeguards, physical security, 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 S.N.S.A. process for licensing and regulating certain Slovenian facilities designated by the U.S.N.R.C. as similar to certain facilities being built or planned in the U.S. and equivalent documents on such U.S. facilities.

4. informacij na področju raziskovanj o varnosti reaktorjev, ki jih imata pogodbenici pravico razkriti ne glede na to, ali so last pogodbenice ali pa so ji dane na razpolago, vključno z informacijami o varnosti lahkovodnih reaktorjev, omejenimi na tehnična področja, opisana v dodatkih A in B, ki sta priložena in sta del tega sporazuma. Sodelovanje na teh razčlenjenih področjih raziskovanj lahko narekuje sklenitev posebnega sporazuma, če bi tako določile raziskovalne organizacije ene ali obeh pogodbenic. Vsaka pogodbenica bo nemudoma poslala drugi pogodbenici informacije, ki se nanašajo na izsledke raziskovanj 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 neizgudah, nesrečah in prekinitvah obratovanja, ter kompilacij zgodovinskih podatkov o zanesljivosti sestavnih delov in sistemov;

6. upravnih postopkov za varnost, varovanje jedrskega materiala, fizično varovanje, ravnanje z odpadki, radiološko varnost in oceno vpliva jedrskih objektov na okolje;

7. takojšnjih obvestil o pomembnih dogodkih, kot so resne obratovne neizgode, prekinitev obratovanja reaktorjev po odločitvi vlade in tehnične težave, ki se pojavljajo in so neposrednega pomena za pogodbenici;

8. kopij predpisanih standardov, ki jih je treba uporabljati ali katerih uporabo predlagajo pristojni organi pogodbenic;

9. vsaka pogodbenica bo pripravljena, da po svojih najboljših močeh na posebno prošnjo svetuje drugi glede določenih vprašanj o varnosti reaktorjev ali materialov.

B. Sodelovanje pri raziskovanju na področju jedrske varnosti

Pogoji sodelovanja za izvajanje skupnih programov in projektov na področju raziskovanja jedrske varnosti in razvoja ali takšnih programov in projektov, pri katerih so aktivnosti razdeljene na obe pogodbenici, vključno z uporabo testnih naprav in/ali računalniških programov, katerih lastnica je ena ali druga pogodbenica, se bodo proučili za vsak primer posebej in se lahko uredijo s posebnim sporazumom, če raziskovalna organizacija ene ali obeh pogodbenic meni, da je to potrebno. Kadar poseben sporazum ni potreben, se lahko pogoji sodelovanja določijo z izmenjavo pisem med pogodbenicama ali njunimi raziskovalnimi organizacijami, pri čemer je treba upoštevati vsaj določbe in pogoje tega sporazuma. Tehnična področja, določena s takšno izmenjavo pisem, se lahko pozneje spremenijo po medsebojnem dogovoru. Občasna napotitev osebja ene pogodbenice drugi se prav tako obravnava za vsak primer posebej in bo načeloma potrebno pisno soglasje.

C. Usposabljanje in napotitve

V okviru meja razpoložljivih virov in glede na vso veljavno zakonodajo ter razpoložljivost namenjenih sredstev bo US NRC pomagala URSJV pri zagotavljanju usposabljanja in pridobivanja izkušenj za strokovnjake URSJV s področja varnosti. Stroške plač, dnevnic in potne stroške udeležencev URSJV plača URSJV. Značilne vrste takšnega usposabljanja in pridobivanja izkušenj so:

1. inšpekcijski obiski inšpektorjev URSJV v spremstvu inšpektorjev US NRC v reaktorjih, ki obratujejo, in v reaktorjih, ki jih še gradijo v ZDA, vključno z izčrpnim informiranjem v regionalnih inšpekcijskih uradih US NRC;

2. udeležba uslužbencev URSJV na tečajih za usposabljanje osebja US NRC;

3. napotitev strokovnjakov URSJV načeloma za 6 do 24 mesecev na delo z osebjem US NRC pri nalogah US NRC in za pridobivanje izkušenj pri delu.

4. Information in the field of reactor safety research which 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 a part hereof. 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 will 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 the safety, safeguards, physical security, 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.

8. Copies of regulatory standards required to be used, or proposed for use, by the regulatory organizations of the Parties.

9. Each Party will be prepared to the best of its ability, upon specific request, to advise the other on particular questions relating to reactor or materials safety.

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, will be considered on a case-by-case basis and may be the subject of a separate agreement, as 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 their research organizations, subject at least to the terms and conditions of the present Arrangement. Technical areas specified by such exchanges of letters may be modified subsequently by mutual consent. Temporary assignments of personnel by one Party in the other Party's agency will also be considered on a case-by-case basis and will, in general, require a separate letter of agreement.

C. Training and Assignments

Within the limits of available resources and subject to all applicable laws and regulations and the availability of appropriated funds, the U.S.N.R.C. will assist the S.N.S.A. in providing certain training and experience for S.N.S.A. safety personnel. Costs of salary, allowances, and travel of S.N.S.A. participants will be paid by the S.N.S.A. The following are typical of the categories of such training and experience that may be provided.

1. S.N.S.A. inspector accompaniment of U.S.N.R.C. inspectors on reactor operation and reactor construction inspection visits in the United States, including extended briefings at U.S.N.R.C. regional inspection offices.

2. Participation by S.N.S.A. employees in U.S.N.R.C. staff training courses.

3. Assignment of S.N.S.A. experts generally for 6-24 month periods within the U.S.N.R.C. staff to work on U.S.N.R.C. staff duties and gain on-the-job experience.

D. Dodatni nasveti na področju varnosti

Če dokumenti in druge informacije, ki jih zagotovi US NRC in so opisani zgoraj v OBSEGU SPORAZUMA, ne zadostujejo potrebam URSJV po tehničnih nasvetih, se bosta pogodbenici posvetovali o najboljšem načinu za njihovo izpolnitev. US NRC si bo prizadevala pomagati URSJV pri zadovoljevanju teh potreb. US NRC si bo tako, na primer, prizadevala, da odgovori tudi na zahteve predložene s posredovanjem Mednarodne agencije za atomsko energijo (MAAE) za sodelovanje misij tehnične pomoči za Slovenijo, ki jih bodo sestavljali strokovnjaki US NRC za varnost.

E. Sodelovanje ob jedrski nevarnosti

Ob večji jedrski nezgodi ali nesreči v Sloveniji, ki vključuje jedrsko elektrarno, ki so jo dobavile ZDA, si bo US NRC v mejah zakonskih pooblastil in svojih zmožnosti na zahtevo URSJV prizadevala zagotoviti tehnične nasvete in pomoč. O vrsti in obsegu takšnih nasvetov in pomoči se bosta US NRC in URSJV dogovorili za vsak primer posebej. Če ni drugače dogovorjeno, bo stroške posebnih nasvetov in pomoči US NRC po tem členu krila URSJV.

II. IZVAJANJE SPORAZUMA

A. Po tem sporazumu se bodo informacije izmenjavale s pismi, poročili in drugimi dokumenti ter z obiski in sestanki, ki se določijo vnaprej za vsak primer posebej. Sestanek bo enkrat letno ali večkrat, če se pogodbenici tako dogovorita, z namenom da bi pregledali izmenjavo informacij in sodelovanje po tem sporazumu, priporočili spremembe sporazuma za obravnavali vprašanja, ki se nanašajo na sodelovanje. O času, kraju in dnevnem redu sestankov se bosta pogodbenici dogovorili vnaprej. Obiske, ki se izvedejo po tem sporazumu, vključno z njihovimi programi, bosta predhodno odobrila administratorja, navedena v odstavku II B.

B. Vsaka pogodbenica bo imenovala administratorja, ki bo usklajeval udeležbo pri skupni izmenjavi. Administratorja bosta prejela vse dokumente, ki se pošiljajo pri izmenjavi, vključno s kopijami vseh pisem, če ni drugače dogovorjeno. Pri izmenjavi bosta administratorja odgovorna za določitev obsega izmenjave, vključno z dogovorom o določitvi jedrskih energetskih objektov v okviru izmenjave ter o določenih dokumentih in standardih, ki jih je treba izmenjati. Imenovan je lahko en ali več tehničnih koordinatorjev za neposredne stike za posamezna disciplinarna področja. Ti tehnični koordinatorji bodo zagotovili, da administratorja prejmeta kopije vseh poslanih dokumentov. Namen teh podrobnih dogovorov je med drugim zagotoviti, da se doseže in vzdržuje razumno uravnotežena izmenjava, ki omogoča dostop do ustreznih razpoložljivih informacij obeh strani.

C. Administratorja bosta določila število kopij dokumentov, ki se izmenjujejo. Vsakemu dokumentu bo dodan izvleček v angleščini z največ 250 besedami, ki opisuje obseg in vsebino.

D. Za uporabo vseh informacij, izmenjanih ali prenesenih med pogodbenicama po tem sporazumu, bo odgovorna pogodbenica prejemnica informacij; pogodbenica pošiljateljica ne jamči, da so te informacije primerne za katero koli določeno uporabo.

E. Ob upoštevanju, da pogodbenici nimata nekaterih informacij, ki jih zajema ta sporazum, imajo pa jih drugi vladni organi, bo vsaka pogodbenica v največji možni meri pomagala pri organiziranju obiskov pri ustreznih vladnih organih in pošiljanju zahtev, ki se nanašajo na takšne informacije, tem organom. Vendar zgoraj navedeno ne zavezuje teh organov, da zagotovijo take informacije ali sprejmejo take obiskovalce.

D. Additional Safety Advice

To the extent that the documents and other information provided by the U.S.N.R.C. as described in SCOPE OF THE ARRANGEMENT, above, are not adequate to meet S.N.S.A. needs for technical advice, the Parties will consult on the best means for fulfilling such needs. The U.S.N.R.C. will attempt to assist the S.N.S.A. in meeting its needs. For example, the U.S.N.R.C. will attempt to meet requests that come through the International Atomic Energy Agency (I.A.E.A.) for technical assistance missions to Slovenia by U.S.N.R.C. safety experts.

E. 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 U.S.N.R.C. will try to provide technical advice and assistance to the S.N.S.A. at its request. The type and extent of such U.S.N.R.C. advice and assistance will be determined by the U.S.N.R.C. and the S.N.S.A. on a case-by-case basis. Unless otherwise agreed, however, all U.S.N.R.C. costs for providing specific advice and assistance to the S.N.S.A. under this Article will be borne by the S.N.S.A.

II. ADMINISTRATION

A. The exchange of information under this Arrangement will be accomplished through letters, reports, and other documents, and by visits and meetings arranged in advance on a case-by-case basis. A meeting will be held annually, or at such other times as mutually agreed, to review the exchange of information and cooperation under this Arrangement, to recommend revisions to the Arrangement, and to discuss topics coming within the scope of the cooperation. The time, place, and agenda for such meetings will be agreed upon in advance. Visits which take place under the Arrangement, including their schedules, will have the prior approval of the two administrators referred to in paragraph II.B.

B. An administrator will be designated by each Party to coordinate its participation in the overall exchange. The administrators will 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 will 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 will assure that both administrators receive copies of all transmittals. These detailed arrangements are intended to assure, among other things, that a reasonably balanced exchange giving access to equivalent available information from both sides is achieved and maintained.

C. The administrators will determine the number of copies to be provided of the documents exchanged. Each document will 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 will 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 which are Parties to this Arrangement, but is available from other agencies of the Governments of the Parties, each Party will 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 will not constitute a commitment of other agencies to furnish such information or to receive such visitors.

F. Nobena določba tega sporazuma ne zahteva od pogodbenic izvedbe kakršnega koli ukrepa, ki ne bi bil v skladu z veljavno zakonodajo, predpisi in programske usmeritvijo v njihovih državah. Po tem sporazumu ne bo nikakršne izmenjave jedrskih informacij, ki se nanašajo na širjenje občutljivih tehnologij. Če pride do kakršne koli kolizije med določbami tega sporazuma ter takimi zakoni, predpisi in programskimi usmeritvami, se bosta pogodbenici posvetovali, preden bosta kar koli ukrenili.

G. Sodelovanje po tem sporazumu bodo urejali zakoni in predpisi držav pogodbenic. Kakršen koli spor ali vprašanja med pogodbenicama v zvezi z razlago ali uporabo tega sporazuma se bodo urejali s skupnim dogovorom pogodbenic.

H. Če ni dogovorjeno drugače, bo za vse stroške, ki izhajajo iz sodelovanja po tem sporazumu, odgovorna pogodbenica, ki jih je povzročila. Sposobnost pogodbenic, da izpolnjujeta svoje obveznosti, je odvisna od dodelitve sredstev ustreznih vladnih organov ter zakonov in predpisov, ki veljajo za pogodbenici.

III. IZMENJAVA IN UPORABA INFORMACIJ

A. Splošno

Pogodbenici podpirata kar največje možno širjenje informacij, zagotovljenih ali izmenjanih po tem sporazumu, ob upoštevanju zahteve po varstvu pravno zaščitene ali drugih zaupnih ali zaščitene informacij, ki se lahko izmenjajo po tem sporazumu, ter ob upoštevanju določb Dodatka o intelektualni lastnini, ki je sestavni del tega sporazuma.

B. Pomen izrazov

V tem sporazumu:

1. izraz "informacija" pomeni netajne podatke s področja predpisov in varnosti, podatke, ki se nanašajo na varovanje jedrskih materialov, fizično varovanje, ravnanje z odpadki, radiološko varnost, znanstvene ali tehnične podatke, izsledke ali metode raziskovanj in razvoja ter druga dognanja s področja jedrske energije, ki se zagotovijo ali izmenjajo po tem sporazumu;

2. izraz "pravno zaščitena informacija" pomeni informacijo, ki je dostopna po tem sporazumu in vsebuje poslovne skrivnosti ali druge zaupne ali zaščitene informacije (ki so takšne, da se lahko oseba, ki ima te informacije, finančno okoristi z njimi ali ima konkurenčno prednost pred tistimi, ki takih informacij nimajo) in lahko obsega samo informacijo, ki:

- (a) jo kot zaupno poseduje imetnik;
- (b) jo navadno kot zaupno poseduje imetnik;

(c) je imetnik ni poslal drugim osebam (vključno s pogodbenico prejemnico), razen če se ne šteje za zaupno;

(d) pogodbenici prejemnici ni na razpolago iz drugega vira brez omejitev o nadaljnjem širjenju in

(e) je pogodbenica prejemnica še nima;

3. izraz "druge zaupne ali zaščitene informacije" pomeni netajne informacije, ki niso pravno zaščitene informacije in so zavarovane pred razkritjem javnosti po zakonih in predpisih države, ki takšne informacije zagotavlja, ter so bile poslani in prejeti kot zaupni dokumenti.

C. Postopki označevanja pravno zaščitene informacij dokumentarne narave

Pogodbenica prejemnica pravno zaščitene informacije dokumentarne narave v skladu s tem sporazumom spoštuje njeno zaupnost pod pogojem da, je takšna pravno zaščitena informacija jasno označena z naslednjim (ali vsebinsko podobnim) omejevalnim opozorilom:

F. Nothing contained in this Arrangement will require either Party to take any action which would be inconsistent with the existing laws, regulations, and policy directives of the Parties' respective countries. No nuclear information related to proliferation-sensitive technologies will be exchanged under this Arrangement. Should any conflict arise between the terms of this Arrangement and those laws, regulations, and policy directives, the Parties will consult before any action is taken.

G. Cooperation under this Arrangement will be governed by the laws and regulations of the Parties' respective countries. Any dispute or questions between the Parties concerning the interpretation or application of this Arrangement will be settled by mutual agreement of the Parties.

H. Unless otherwise agreed, all costs resulting from cooperation pursuant to the Arrangement will 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 laws and regulations applicable to the Parties.

III. EXCHANGE AND USE OF INFORMATION

A. General

The Parties support the widest possible dissemination of information provided or exchanged under this Arrangement, subject both to the need to protect proprietary or other confidential or privileged information as may be exchanged hereunder, and to the provisions of the Intellectual Property Addendum, which is an integral part of this Arrangement.

B. Definitions

For the purposes of this Arrangement:

1. The term "information" means unclassified nuclear energy-related regulatory, safety, safeguards, physical security, waste management, radiological safety, scientific, or technical data, results or methods of research and development, and any other knowledge intended to be provided or exchanged under this Arrangement.

2. The term "proprietary information" means information made available under this Arrangement which contains trade secrets or other confidential or privileged information (such that the person having the information may derive an economic benefit from it or may have a competitive advantage over those who do not have it), and may only include information which:

- (a) has been held in confidence by its owner;
- (b) is of a type which is customarily held in confidence by its owner;

(c) has not been transmitted by the owner to other entities (including the receiving Party) except on the basis that it be held in confidence;

(d) is not otherwise available to the receiving Party from another source without restrictions on its further dissemination; and

(e) is not already in the possession of the receiving Party.

3. The term "other confidential or privileged information" means unclassified information, other than "proprietary information", which is protected from public disclosure under the laws and regulations of the country providing the information and which has been transmitted and received in confidence.

C. Marking Procedures for Documentary Proprietary Information

A Party receiving documentary proprietary information pursuant to this Arrangement will respect the privileged nature thereof, provided such proprietary information is clearly marked with the following (or substantially similar) restrictive legend:

Ta dokument vsebuje pravno zaščiteno informacijo, ki se pošilja kot zaupna po sporazumu z dne 27. septembra 2005 med Upravo Republike Slovenije za jedrsko varnost in Jedrsko regulatorno komisijo ZDA in se ne bo širila zunaj teh organizacij, njihovih svetovalcev, pogodbenikov in imetnikov dovoljenj ter zadevnih vladnih organov v Sloveniji in ZDA brez predhodne odobritve (ime pogodbenice pošiljateljice). To opozorilo bo navedeno na vsaki kopiji dokumenta ali njenem delu. Te omejitve samodejno prenehajo, ko imetnik razkrije informacijo brez omejitev.

To omejevalno opozorilo bo upoštevala pogodbenica prejemnica in pravno zaščitene informacije s takim opozorilom ne bo uporabila v komercialne namene, objavila v javnosti ali širila na kakršen koli način, ki ni naveden ali je v nasprotju s pogoji tega sporazuma, brez soglasja pogodbenice pošiljateljice.

D. Širjenje pravno zaščitene informacije dokumentarne narave

1. Načeloma lahko pravno zaščiteno informacijo, prejeto po tem sporazumu, pogodbenica prejemnica prosto pošlje brez predhodnega soglasja svojim zaposlenim in pristojnim vladnim organom v državi pogodbenice prejemnice.

2. Poleg tega se sme pravno zaščitena informacija brez predhodnega soglasja poslati:

(a) pogodbenikom ali svetovalcem pogodbenice prejemnice, ki so znotraj zemljepisnih meja države te pogodbenice, za uporabo izključno pri delu, ki se nanaša na vsebino pravno zaščitene informacije, po pogodbi, sklenjeni s pogodbenico prejemnico;

(b) domačim organizacijam, 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, če se takšna pravno zaščitena informacija uporablja samo pod pogoji odobritve ali dovoljenja, in

(c) domačim pogodbenikom organizacij, ki so določene pod (b) zgoraj, za uporabo izključno pri delu v obsegu odobritve ali dovoljenja, ki jim je dano,

če se pravno zaščitena informacija pod 2 (a), (b) in (c) zgoraj pošlje po potrebi za vsak primer posebej, če je v skladu z zaupnim dogovorom in če je označena z omejevalnim opozorilom, vsebinsko podobnim tistemu, ki je naveden pod C zgoraj.

3. Ob predhodnem pisnem soglasju pogodbenice, ki pošilja pravno zaščiteno informacijo po tem sporazumu, lahko pogodbenica prejemnica takšne informacije širi v večji meri, kot dovoljujeta odstavka D 1 in D 2 zgoraj. Pogodbenici bosta sodelovali pri izdelavi postopka pošiljanja zahtev in pridobitve soglasja za takšno obsežnejše širjenje in vsaka pogodbenica bo dala soglasje, kolikor to dopuščajo njene nacionalne usmeritve, predpisi in zakoni.

E. Postopki označevanja drugih zaupnih ali pravno zaščitene informacij dokumentarne narave

Pogodbenica prejemnica drugih zaupnih ali pravno zaščitene informacij po tem sporazumu bo upoštevala njihovo zaupno naravo pod pogojem, da je takšna informacija jasno označena kot zaupna ali zaščitena in če jo spremlja izjava, ki navaja, da:

1. je vlada pogodbenice pošiljateljice zavarovala informacijo pred razkritjem javnosti;

2. se informacija pošlje pod pogojem, da se ohrani kot zaupna.

F. Širjenje drugih zaupnih ali pravno zaščitene informacij dokumentarne narave

Druge zaupne ali pravno zaščitene informacije se smejo širiti tako, kot je navedeno pod D Širjenje pravno zaščitene informacij dokumentarne narave.

This document contains proprietary information furnished in confidence under an Arrangement dated September 27, 2005, between the Slovenian Nuclear Safety Administration and the United States Nuclear Regulatory Commission and will not be disseminated outside these organizations, their consultants, contractors, and licensees, and concerned departments and agencies of the Government of Slovenia and the Government of the United States without the prior approval of (name of the transmitting Party). This notice will be marked on any reproduction hereof, in whole or in part. These limitations will automatically terminate when this information is disclosed by the owner without restrictions.

This restrictive legend will be respected by the receiving Party and proprietary information bearing this legend will not be used for commercial purposes, made public, or disseminated in any manner unspecified by or contrary to the terms of this Arrangement without the consent of the transmitting Party.

D. Dissemination of Documentary Proprietary Information

1. In general, proprietary information received under this Arrangement may be freely 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.

2. In addition, proprietary information may be disseminated without prior consent

(a) to contractors or consultants of the receiving Party located within the geographical limits of that Party's nation, for use only within the scope of work of their contracts with the receiving Party in work relating to the subject matter of the proprietary information;

(b) to domestic organizations permitted or licensed by the receiving Party to construct or operate nuclear production or utilization facilities, or to use nuclear materials and radiation sources, provided that such proprietary information is used only within the terms of the permit or license; and

(c) to domestic contractors of organizations identified in (b), above, for use only in work within the scope of the permit or license granted to such organizations;

Provided that any dissemination of proprietary information under 2.(a), (b), and (c), above, will be on an as-needed, case-by-case basis, will be pursuant to an agreement of confidentiality, and will be marked with a restrictive legend substantially similar to that appearing in C., above.

3. With the prior written consent of the Party transmitting proprietary information under this Arrangement, the receiving Party may disseminate such proprietary information more widely than otherwise permitted in subsections D.1. and D.2. above. The Parties will cooperate in developing procedures for requesting and obtaining approval for such wider dissemination, and each Party will grant such approval to the extent permitted by its national policies, regulations, and laws.

E. Marking Procedures for Other Confidential or Privileged Information of a Documentary Nature

A Party receiving under this Arrangement other confidential or privileged information will 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 be 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 paragraph D., Dissemination of Documentary Proprietary Information.

G. Pravno zaščitene informacije ali druge zaupne ali zaščitene informacije nedokumentarne narave

Pravno zaščitene informacije nedokumentarne narave ali druge zaupne ali zaščitene informacije, zagotovljene na seminarjih in drugih sestankih, organiziranih po tem sporazumu, ali informacije, pridobljene s povezavami oseba pogodbenic, pri uporabi objektov ali skupnih projektih, pogodbenici obravnavata v skladu z načeli, določenimi v tem sporazumu za informacije dokumentarne narave, pod pogojem, da pogodbenica, ki sporoči takšno pravno zaščiteno informacijo ali drugo zaupno ali zaščiteno informacijo, seznanjati prejemnika z njeno naravo.

H. Posvetovanje

Če pogodbenica iz kakršnega koli razloga oceni, da ne bo mogla izpolniti določb tega sporazuma, ki se nanašajo na nerazkritje informacij, ali upravičeno pričakuje, da bo do tega prišlo, bo o tem takoj obvestila drugo pogodbenico. Pogodbenici se bosta potem posvetovali o ustreznih ukrepih.

I. Drugo

Nobena določba tega sporazuma ne bo preprečila drugi pogodbenici, da bi uporabljala ali širila informacije, ki jih prejme od druge pogodbenice brez omejitev iz virov zunaj tega sporazuma.

IV. KONČNE DOLOČBE

A. Ta sporazum bo začel veljati prvi dan drugega meseca po datumu, ko pogodbenici z izmenjavo diplomatskih not druga drugo obvestita, da so bili izpolnjeni njihovi notranji ustavni postopki za začetek veljavnosti. Velja za obdobje (5) petih let. Lahko se podaljša za nadaljnje obdobje na podlagi pisnega dogovora pogodbenic.

B. Vsaka pogodbenica lahko odpove sporazum, če drugo pogodbenico pisno obvesti 180 dni pred nameranim datumom odpovedi.

C. Vse informacije, zaščitene z določbami tega sporazuma kot pravno zaščitene ali druge zaupne ali zaščitene informacije, bodo zaščitene med trajanjem tega sporazuma in po prenehanju veljavnosti ali odpovedi sporazuma, razen če se pogodbenici pisno ne dogovorita drugače.

Sklenjeno na Dunaju, dne 27. septembra 2005 v dvojniki v slovenskem in angleškem jeziku, pri čemer sta obe besedili enako verodostojni.

Za Upravo Republike Slovenije
za jedrsko varnost
Andrej Stritar, direktor, l.r.

Za Jedrsko regulatorno
komisijo Združenih držav Amerike
Nils J. Diaz, predsednik, l.r.

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 attachments of staff, use of facilities, or joint projects, will 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 will immediately inform the other Party. The Parties will thereafter consult to define an appropriate course of action.

I. Other

Nothing contained in this Arrangement will preclude a Party from using or disseminating information received without restriction by a Party from sources outside of this Arrangement.

IV. FINAL PROVISIONS

A. This Arrangement will enter into force on the first day of the second month following the date on which the two Parties have notified each other in an exchange of diplomatic notes that the requirements for its entry into force under their respective constitutional procedures have been fulfilled. It will remain in force for a period of five (5) years. It may be extended for a further period of time by written agreement of the Parties.

B. Either Party may terminate this Arrangement after providing the other Party written notice 180 days prior to its intended date of termination.

C. All information protected by provisions of this Arrangement as proprietary or other confidential or privileged information will remain so protected for the duration of this Arrangement and after this Arrangement is expired or terminated, unless otherwise agreed by the Parties in writing.

DONE at Vienna on this 27th day of September 2005, in duplicate, in the Slovenian and English languages, both texts being equally authentic.

For the Slovenian Nuclear
Safety Administration:
Andrej Stritar, Director (s)

For the United States Nuclear
Regulatory Commission:
Nils J. Diaz, Chairman (s)

Dodatek A

Področja varnostnih raziskav URSJV in US NRC,
na katerih varnostne raziskave opravlja US NRC

1. Integriteta reaktorske tlačne posode in cevovodov reaktorskega hladilnega sistema
2. Staranje sestavnih delov reaktorja
3. Kvalifikacija reaktorske opreme
4. Uporaba in vzdrževanje termohidravličnih programov
5. Učinkovitost elektrarne
6. Učinkovitost osebja
7. Taljenje sredice in odpoved rektorskega hladilnega sistema
8. Varnost zadrževalnega hrama
9. Strukturna integriteta zadrževalnega hrama

Addendum "A"

S.N.S.A. – U.S.N.R.C. Safety Research Areas
In Which the U.S.N.R.C. Is Performing Safety Research

1. Reactor Vessel and Piping Integrity
2. Aging of Reactor Components
3. Reactor Equipment Qualification
4. Thermal Hydraulic Code Applications and Maintenance
5. Plant Performance
6. Human Performance
7. Core Melt and Reactor Coolant System Failure
8. Reactor Containment Safety
9. Containment Structural Integrity

10. Potresna varnost
11. Verjetnostna ocena tveganja
12. Analiza resnih nezdod
13. Varstvo pred sevanji in učinki na zdravje
14. Prevoz radioaktivnih snovi in ravnanje z radioaktivnimi odpadki
15. Analiza jedrskega goriva
16. Shranjevanje suhih zabojnikov in prevoz
17. Razgradnja jedrskih objektov
18. Projekti naprednih reaktorjev
19. Protipožarna zaščita

Dodatek B

Področja varnostnih raziskav URSJV in US NRC
na katerih varnostne raziskave opravlja URSJV

1. Varnostne analize lokacije, potrebne za predhodna in končna varnostna poročila za odlagališče radioaktivnih odpadkov
2. Analize obratovne varnosti in razpoložljivosti jedrskih naprav; študije o nesrečah, študije o obnašanju sestavnih delov
3. Priporočila glede predpisov, jedrski standardi in merila za zagotovitev kakovosti, inšpekcije ter splošna merila za izdajanje dovoljenj
4. Študije o varstvu pred sevanjem in varstvu okolja
5. Študije o seizmičnem projektiranju
6. Študije o obdelavi in odlaganju radioaktivnih odpadkov
7. Varnostne analize jedrskih reaktorjev

DODATEK O INTELKTUALNI LASTNINI

V skladu s III. členom tega sporazuma pogodbenici zagotovljata ustrezno in učinkovito varstvo intelektualne lastnine, ustvarjene ali posredovane po tem sporazumu in ustreznih izvedbenih dogovorih. Pogodbenici se strinjata, da se pravočasno obvestita o kakršnih koli izumih ali avtorskih pravicah, ki izvirajo iz tega sporazuma, in si prizadevata pravočasno zaščititi takšno intelektualno lastnino. Pravice intelektualne lastnine se bodo dodeljevale, kot to določa ta dodatek.

I. OBSEG

1. Ta dodatek se uporablja za sodelovanje, ki poteka v skladu s tem sporazumom, razen če se pogodbenici ali njuni pooblaščenici niso drugače posebej dogovorili.

2. V tem sporazumu ima izraz "intelektualna lastnina" tak pomen, kot to določa 2. člen Konvencije o ustanovitvi Svetovne organizacije za intelektualno lastnino, ki je bila podpisana 14. julija 1967 v Stockholmu, in sicer " »intelektualna lastnina« vsebuje pravice, ki se nanašajo na:

- književna, umetniška in znanstvena dela,
- umetniške nastope, zvočne zapise in prenose,
- izume z vseh področij človekove dejavnosti,
- znanstvena odkritja,
- industrijsko oblikovanje,
- blagovne znamke, storitvene znamke, trgovska imena in njihove označbe,
- varstvo pred neloyalno konkurenco

in vse druge pravice, ki izvirajo iz intelektualnih dejavnosti na področju industrije, znanosti, književnosti ali umetnosti".

3. Ta dodatek se nanaša na dodelitev pravic, koristi in nadomestil med pogodbenicama. Vsaka pogodbenica zagotovi, da lahko druga pogodbenica pridobi pravice intelektualne lastnine v skladu s tem dodatkom, tako da pridobi te pravice od svojih udeležencev na podlagi pogodb ali z drugimi zakonitimi sredstvi, če je to potrebno. Ta dodatek sicer ne spreminja oziroma prejucira dodelitve pravic intelektualne lastnine med pogodbenico in njenimi državljani, kot jih določata zakonodaja in praksa te pogodbenice, ali ne posega v te pravice.

10. Seismic Safety
11. Probabilistic Risk Assessment
12. Severe Accident Analysis
13. Radiation Protection and Health Effects
14. Radionuclide Transport and Waste Management
15. Nuclear Fuel Analysis
16. Dry Cask Storage and Transport
17. Decommissioning
18. Advanced Reactor Designs
19. Fire Protection

Addendum "B"

S.N.S.A. – U.S.N.R.C. Safety Research Areas
In Which the S.N.S.A. Is Performing 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; Studies of Component Behavior
3. Regulatory Recommendations; Nuclear Standards and Quality Assurance Criteria, Inspections, General Licensing Criteria
4. Studies of Radiation Protection and Environmental Protection
5. Studies of Seismic Design
6. Treatment and Disposal of Radioactive Waste
7. Safety Analyses of Nuclear Reactors

INTELLECTUAL PROPERTY ADDENDUM

Pursuant to Article III. of this Arrangement:

The Parties shall ensure adequate and effective protection of intellectual property created or furnished under this Arrangement and relevant implementing arrangements. The Parties agree to notify one another in a timely fashion of any inventions or copyrighted works arising under this Arrangement and to seek protection for such intellectual property in a timely fashion. Rights to such intellectual property shall be allocated as provided in this Addendum.

I. SCOPE

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

2. For purposes of this Arrangement, "intellectual property" shall have the meaning found in Article 2 of the Convention Establishing the World Intellectual Property Organization, done at Stockholm, July 14, 1967; viz., " 'intellectual property' shall include the rights relating to:

- literary, artistic and scientific works,
- performances of artists, phonograms, and broadcasts,
- inventions in all fields of human endeavor,
- scientific discoveries,
- industrial designs,
- trademarks, service marks, and commercial names and designations,
- protection against unfair competition,

and all other rights resulting from intellectual activity in the industrial, scientific, literary, or artistic fields."

3. This Addendum addresses the allocation of rights, interests, and royalties between the Parties. Each Party shall ensure that the other Party can obtain rights to intellectual property allocated in accordance with the Addendum by obtaining those rights from its own participants through contracts or other legal means, if necessary. This Addendum does not otherwise alter or prejudice the allocation between a Party and its nationals, which shall be determined by that Party's laws and practices.

4. Spori, ki se nanašajo na intelektualno lastnino in izvirajo iz tega sporazuma, naj se rešujejo s pogovori med sodelujočimi ustanovami ali po potrebi med pogodbenicama ali njunimi pooblaščenici. Na podlagi medsebojnega dogovora pogodbenic se spor predloži arbitražnemu sodišču, katerega odločitev v skladu z veljavnimi pravili mednarodnega prava je zavezujoča. Razen če se pogodbenici ali njuni pooblaščenici pisno ne dogovorijo drugače, veljajo arbitražna pravila Komisije Združenih narodov za mednarodno trgovinsko pravo (UNCITRAL).

5. Odpoved ali prenehanje veljavnosti tega sporazuma ne vpliva na pravice ali obveznosti po tem dodatku.

II. DODELITEV PRAVIC

1. Vsaka pogodbenica je upravičena do neizključne, nepreključne in brezplačne licence v vseh državah za prevajanje, reproduciranje in javno objavljajanje znanstvenih in strokovnih člankov v revijah, poročilih in knjigah, ki izvirajo neposredno iz sodelovanja po tem sporazumu. V vseh javno objavljenih izvodih del z avtorsko pravico, ki so izdelani v skladu s to določbo, so navedena imena avtorjev del, razen če avtor izrecno ne odkloni, da bi bil imenovan.

2. Pravice do vseh oblik intelektualne lastnine, razen tistih, ki so opisane pod II.1 zgoraj, so dodeljene, kot sledi:

a. Gostujoči raziskovalci, na primer znanstveniki, ki gostujejo predvsem zaradi dodatnega izobraževanja, dobijo pravice intelektualne lastnine v skladu z usmeritvami ustanove gostiteljice. Poleg tega pa je vsak gostujoči raziskovalec, ki je priznan za izumitelja upravičen do deleža pri kakršnih koli avtorskih honorarjih, ki jih ustanova gostiteljica zasluži z dajanjem pravic uporabe take intelektualne lastnine.

b. (1) Za intelektualno lastnino, ki je ustvarjena pri skupnih raziskavah, na primer ko se pogodbenici tega sporazuma, sodelujoče ustanove ali njihovo osebje vnaprej dogovorijo o obsegu dela, je vsaka pogodbenica upravičena, da pridobi vse pravice in koristi v lastni državi. Pogodbenica, v katere državi nastane izum, ima prva možnost pridobiti vse pravice in koristi v tretjih državah. Če raziskovanje ni opredeljeno kot "skupno raziskovanje", bodo pravice intelektualne lastnine, ki izvirajo iz raziskovanja, dodeljene v skladu z odstavkom II.2 a zgoraj. Poleg tega je vsaka oseba, ki je priznana za izumitelja, upravičena do deleža pri kakršnih koli avtorskih honorarjih, ki jih zasluži katera koli ustanova z dajanjem pravic uporabe take intelektualne lastnine.

(2) Če je vrsta intelektualne lastnine dostopna skladno z zakoni ene pogodbenice, ne pa druge, bo ne glede na II.2 b(1) zgoraj pogodbenica, katere zakoni ščitijo takšno lastnino, upravičena do vseh pravic in koristi po vsem svetu. Osebe, ki so priznane za izumitelje, so kljub temu upravičene do avtorskih honorarjev, kot je to določeno v II.2 b(1) zgoraj.

4. Disputes concerning intellectual property arising under this Arrangement should be resolved through discussions between the concerned participating institutions or, if necessary, the Parties or their designees. Upon mutual agreement of the Parties, a dispute shall be submitted to an arbitral tribunal for binding arbitration in accordance with the applicable rules of international law. Unless the Parties or their designees agree otherwise in writing, the arbitration rules of the United Nations Commission on International Trade Law (UNCITRAL) shall govern.

5. Termination or expiration of this Arrangement shall not affect rights or obligations under this Addendum.

II. ALLOCATION OF RIGHTS

1. Each party shall be entitled to a non-exclusive, irrevocable, royalty-free license in all countries to translate, reproduce, and publicly distribute scientific and technical journal articles, reports, and books directly arising from cooperation under this Arrangement. All publicly distributed copies of copyrighted work prepared under this provision shall indicate the names of the authors of the work unless an author explicitly declines to be named.

2. Rights to all forms of intellectual property, other than those rights described in Section II.1., above, shall be allocated as follows:

a. Visiting researchers, for example, scientists visiting primarily in furtherance of their education, shall receive intellectual property rights under the policies of the host institution. In addition, each visiting researcher named as an inventor shall be entitled to share in a portion of any royalties earned by the host institution from the licensing of such intellectual property.

b. (1) For intellectual property created during joint research, for example, when the Parties, participating institutions, or participating personnel have agreed in advance on the scope of work, each Party shall be entitled to obtain all rights and interests in its own country. The Party in whose country the invention was made shall have first option to acquire all rights and interests in third countries. If research is not designated as »joint research,« rights to intellectual property arising from the research will be allocated in accordance with paragraph II.2.a., above. In addition, each person named as an inventor shall be entitled to share in a portion of any royalties earned by either institution from the licensing of the property.

(2) Notwithstanding paragraph II.2.b. (1), above, if a type of intellectual property is available under the laws of one Party but not of the other Party, the Party whose laws provide for this type of protection shall be entitled to all rights and interests worldwide. Persons named as inventors of the property shall nonetheless be entitled to royalties as provided in paragraph II.2.b. (1), above.

3. člen

Za izvajanje sporazuma skrbi Ministrstvo za okolje in prostor – Uprava Republike Slovenije za jedrsko varnost.

4. člen

Ta uredba začne veljati petnajsti dan po objavi v Uradnem listu Republike Slovenije – Mednarodne pogodbe.

Št. 00724-8/2006
Ljubljana, 23. februarja 2006
EVA 2006-1811-0036

Vlada Republike Slovenije

dr. Andrej Bajuk l.r.
Minister