

No. 50782

**United States of America
and
Slovenia**

Agreement between the Government of the United States of America and the Government of the Republic of Slovenia for scientific and technological cooperation (with annexes). Ljubljana, 21 June 1999

Entry into force: *17 December 1999 by notification, in accordance with article XI*

Authentic texts: *English and Slovene*

Registration with the Secretariat of the United Nations: *United States of America, 22 May 2013*

**États-Unis d'Amérique
et
Slovénie**

Accord entre le Gouvernement des États-Unis d'Amérique et le Gouvernement de la République de Slovénie relatif à la coopération scientifique et technologique (avec annexes). Ljubljana, 21 juin 1999

Entrée en vigueur : *17 décembre 1999 par notification, conformément à l'article XI*

Textes authentiques : *anglais et slovène*

Enregistrement auprès du Secrétariat de l'Organisation des Nations Unies : *États-Unis d'Amérique, 22 mai 2013*

[ENGLISH TEXT – TEXTE ANGLAIS]

AGREEMENT BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND
THE GOVERNMENT OF THE REPUBLIC OF SLOVENIA
FOR SCIENTIFIC AND TECHNOLOGICAL COOPERATION

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

Recognizing the importance of science and technology in the development of prosperous national economies;

Convinced that international cooperation in science and technology will strengthen the bonds of friendship and understanding between their peoples and will advance the state of science and technology to the benefit of both countries;

Wishing to resume and extend the scientific and technological cooperation which has been developed between the two countries in the past under the 1993 Science and Technology Agreement;

Convinced of the need for further developing mutually beneficial scientific and technological cooperation; and

Recalling the Helsinki Final Act of the Conference on Security and Cooperation in Europe, and the concluding documents of follow-up meetings held in Vienna, Bonn, Madrid and Paris;

Have agreed as follows:

ARTICLE I

1. The Parties shall develop, support and facilitate scientific and technological cooperation between cooperating government organizations of their two countries on the basis of the principles of equality, overall reciprocity, and mutual benefit. This cooperation may be undertaken in such fields as basic science, environmental protection, medical sciences and health, agriculture, engineering research, energy, natural resources and their useful utilization, standards and measurements science, science and technology policy and management, and other areas of science and technology as may be agreed by the Joint Board established in accordance with Articles VIII and IX of this Agreement.

2. Cooperative activities under this Agreement may include coordinated programs and joint research projects, studies, and investigations; joint scientific courses, workshops, conferences and symposia; exchange of science and technology information and documentation in the context of cooperative activities; exchange of plant and animal genetic resources; exchange of scientists, specialists, and researchers; exchange or sharing of equipment or materials; and other forms of scientific and technological cooperation as may be agreed by the Joint Board.

ARTICLE II

Cooperation under this Agreement shall be conducted in accordance with the applicable national laws and regulations of the Parties and subject to the availability of personnel and appropriate funds.

ARTICLE III

1. Cooperative activities under this Agreement shall take place under implementing memoranda of understanding or other arrangements (hereinafter "implementing arrangements") concluded between government organizations of the two Parties (see Article X). Such implementing arrangements may cover the subjects of cooperation, procedures, funding, allocation of costs, and other relevant matters.

2. Activities previously initiated shall continue under, and be governed by, the provisions of this Agreement.

ARTICLE IV

With respect to cooperative activities under this Agreement, each Party shall, in accordance with its laws and regulations, facilitate:

- (a) prompt and efficient entry into and exit from its territory of appropriate equipment, instrumentation and project information;
- (b) prompt and efficient entry into and exit from its territory and domestic travel and work of persons participating in the implementation of this Agreement; and
- (c) provision of access to relevant geographic areas, data, materials, institutions, and persons participating in the implementation of this Agreement.

ARTICLE V

Provisions for the protection and allocation of intellectual property created or furnished in the course of cooperative activities under this Agreement are set forth in Annex A. Provisions for security of information and concerning transfer of technology are set forth in Annex B. Annexes A and B shall constitute an integral part of this Agreement.

ARTICLE VI

Scientific and technological information of a non-proprietary nature derived from the cooperative activities under this Agreement shall be made available, unless otherwise agreed in writing under implementing arrangements, to the world scientific community through customary channels and in accordance with current procedures of the cooperating government organizations.

ARTICLE VII

Nothing in this Agreement shall prejudice arrangements for scientific and technological cooperation not under this Agreement between cooperating government organizations of the Parties.

ARTICLE VIII

For the purposes of implementing this Agreement, the Parties shall establish a U.S.-Slovenia Joint Board on Scientific and Technological Cooperation (hereinafter the "Joint Board"). The Joint Board shall:

- (a) recommend to the Parties overall policies under the Agreement;
- (b) identify fields and forms of cooperation in accordance with Article I;
- (c) prepare periodic reports concerning the activities of the Joint Board and cooperative activities undertaken under this Agreement for submission to the Secretary of State of the United States of America and the Minister of Science and Technology or the Minister of Foreign Affairs of the Republic of Slovenia; and
- (d) undertake such further functions as may be agreed by the Parties.

ARTICLE IX

1. The Joint Board shall consist of four government representatives, two of whom shall be designated by, and serve at the pleasure of, the Government of the United States of America and two of whom shall be designated by, and serve at the pleasure of, the Government of the Republic of Slovenia. Each Party may designate alternate members.

2. The Joint Board shall meet periodically, alternating in the United States and Slovenia, as agreed by the Parties. Each Party will bear the expenses of its members or other participants.

3. The Joint Board shall select a chairman from among its members for a one year term.

4. The Joint Board shall act by consensus.

ARTICLE X

1. Each Party shall have an Executive Agent. The Executive Agents shall be the Department of State for the United States of America and the Ministry of Science and Technology for the Republic of Slovenia.

2. The Executive Agents shall exercise overall oversight, management and coordination of cooperative activities under this Agreement other than those carried out under implementing arrangements entered into under Article III and which are directly funded by participating government organizations.

3. The Executive Agents shall prepare working papers for sessions of the Joint Board.

ARTICLE XI

1. This Agreement shall enter into force on the date on which the Government of the Republic of Slovenia notifies the Government of the United States of America that all necessary legal requirements for entry into force of this Agreement have been fulfilled. This Agreement shall remain in force for five years. It will be automatically extended for consecutive periods of five (5) years unless terminated by at least ninety (90) days prior written notice to the other Party.

2. Either Party may terminate this Agreement at any time upon six-months prior written notice to the other Party. Unless otherwise agreed by the Parties, the termination of this Agreement shall not affect the completion of any cooperative activity undertaken under this Agreement and not fully completed at the time of the termination of this Agreement.