

**Programme of co-operation
in the area of education and culture
between the Ministry of Education of the Slovak Republic and the Ministry of
Culture of the Slovak Republic
and the Ministry of Education, Science and Sport of the Republic of Slovenia,
the Ministry of Culture of the Republic of Slovenia and the Ministry of Foreign
Affairs of the Republic of Slovenia
for years 2003 - 2006**

The Ministry of Education of the Slovak Republic and the Ministry of Culture of the Slovak Republic, the Ministry of Education, Science and Sport of the Republic of Slovenia, the Ministry of Culture of the Republic of Slovenia, and the Ministry of Foreign Affairs of the Republic of Slovenia (further on only mentioned as „contracting parties“),

- led by desire to develop co-operation between both countries in the area of education, youth and sport, science and culture,
- considering the importance of such co-operation for mutual understanding,
- pursuant to the Agreement between the Government of the Slovak Republic and the Government of the Republic of Slovenia in the area of science, education, and culture, signed on 14 December 1994 in Bratislava, and the provisions of the Charter of the United Nations, the Helsinki Final Act of the Conference on Security and Co-operation in Europe, the Paris Charter for a New Europe, and the Vienna Declaration of the Council of Europe,

have agreed upon the following:

Article 1

The contracting parties shall mutually support the fulfilment of particular provisions of the valid agreements on co-operation and exchange in all areas of science, education, youth, sport, and culture, which have proved to be beneficial for both contracting parties in the previous period.

EDUCATION AND SCIENCE

Article 2

The contracting parties shall support direct co-operation between the educational institutions, providing elementary and secondary education as well as in exchange of teachers and students in accordance with their needs and possibilities.

Article 3

The contracting parties shall exchange information on the basic pedagogic documents, study programmes and plans as well as on the organization of the education process at all levels from elementary to higher and university education.

Article 4

The contracting parties shall support direct co-operation between secondary schools, higher and university education institutions as well as other scientific institutions in the area of education, science, and technology, in accordance with their needs and possibilities on the basis of the direct contracts concluded between these institutions.

Article 5

The contracting parties shall support co-operation in the area of education of adults with particular emphasis on the exchange of knowledge and materials dealing with the improvement of specialised education.

The contracting parties shall co-operate in the organization of international activities, relating to qualifications and long distance education as well as in the participation in respective programmes of the European Union.

Article 6

The contracting parties shall annually provide scholarships for the part of university or doctoral study at higher and university education institutions or research institutes in the total duration of 20 months a year. The scholarships can be, in the course of a year, divided into several shorter periods with the length between the minimum of 3-months to 10-months.

Article 7

The contracting parties shall support the participation of experts in the professional and scientific seminars and conferences and co-operate in the organisation of these events.

Article 8

The contracting parties shall co-operate in the area of mutual recognition of school certificates and certificates of professional and academic titles and shall consider the conclusion of a particular agreement pursuant to the Agreement between the Government of the Republic of Slovenia and the Government of the Slovak Republic on Co-operation in the Fields of Science, Education and Culture, signed on 14 December 1994 in Bratislava.

Article 9

The Slovak side shall annually offer maximum 4 scholarships for the Summer Seminar of the Slovak Language and Culture – Studia Academica Slovaca, organised by the Comenius University in Bratislava.

The Slovenian side shall annually offer 2 scholarships for the participation in the Seminar of the Slovenian Language, Literature, and Culture and 2 scholarships for the Summer School of the Slovenian Language.

Article 10

The contracting parties underline the significant role played by the two lecturers at the respective universities in teaching the language, culture, literature and civilisation. They are pleased with the successful work of both the Slovenian lecturer for the Slovenian language and literature to the Comenius University in Bratislava and to Matej Bel University in Banská Bystrica and the Slovak lecturer for the Slovak language and literature at the Slovenian university.

The contracting parties shall agree on further activities of the above lecturers and on the establishment of the potential new lecturers, if the need arises, subject to financial and labour law conditions in accordance with internal regulations.

Article 11

The co-operation between the contracting parties in the field of science and technology is performed on the basis of the Agreement between the Government of the Republic of Slovenia and the Government of the Slovak Republic on Scientific and Technological Co-operation, signed on 13 November 2001 in Bratislava.

YOUTH, PHYSICAL EDUCATION AND SPORT

Article 12

The contracting parties shall support development of direct co-operation and exchanges between the youth councils, children and youth associations as well as the institutions, working with children and youth. The form, content, terms and conditions of this co-operation shall be provided for by the appropriate authorities of both contracting parties through diplomatic channels.

The contracting parties shall support direct co-operation and exchange of experts between Iuventa of the Ministry of Education of the Slovak Republic and respective Slovenian institutions. Co-operation shall be focused mainly on the area of research of youth, organisation of training and mobility of youth. The form, content, terms and conditions of this co-operation shall be provided for by the appropriate authorities of both contracting parties through diplomatic channels.

The contracting parties shall exchange 2 experts in the field of the work with youth for a short study visit in the duration of 4 days in order to become familiar with the organizational structures of youth and to consider the possibilities of extending mutual co-operation.

The contracting parties shall, within their possibilities, provide finances in accordance with the principles of their own national system of support of activities of youth in order to support the exchanges of youth and co-operation of organisations, working with children and youth as well as civil associations of children and youth.

Article 13

The contracting parties shall support direct co-operation in the area of physical education and sport, especially the exchange of athletes, sport teams and experts. The form, content, terms and conditions of this co-operation shall be provided for by the appropriate authorities of both contracting parties through diplomatic channels.

The contracting parties shall, during the term of validity of this Programme, exchange 2 experts in the field of sport in order to consider the possibilities of development, co-operation and exchanges.

CULTURE

Article 14

The contracting parties shall support co-operation in different areas of culture. In order to achieve this goal, the contracting parties shall mutually exchange the experts from various fields of culture and art, artists, information on the activities of staging teams in the area of art, on repertoire and achievements of the soloists.

Article 15

The contracting parties shall support co-operation among theatres and theatre institutions in the following forms:

- mutual exchange of the theatre experts,
- exchange of the ballet artists, soloists and choreographers,
- support of making the guest appearances and presenting the artistic productions at international theatre festivals and series of performances,
- mutual exchange of information on important events in the area of theatre of both countries,
- exchange of scenarios and the support of its staging in the partner countries,
- mutual exchange of the promotional and information material of national theatres,
- permanent co-operation between the Slovak National Theatre and the Slovene National Theatre SNG Drama.

Article 16

The contracting parties shall mutually exchange information on the major national and international cultural events on a regular basis and shall invite the representatives of the other contracting party to such events.

The contracting parties shall invite one chamber orchestra during the term of validity of this Programme.

Article 17

The contracting parties shall agree upon the organisation of the following exhibitions:

In the Slovak Republic:

- Slovene Theatre Poster

In the Republic of Slovenia:

- Exhibitions from the area of modern and contemporary Slovak creative art.

Article 18

The contracting parties shall foster direct co-operation between museums, galleries and libraries as well as other institutions responsible for cultural heritage protection. The funds and collections shall be available to experts and researchers of the other contracting party for scientific purposes in accordance with the applicable legislation regulating their availability in both countries.

The contracting parties shall support exchanges of exhibitions and organisation of joint exhibitional projects. Their selection will be made according to the current requirements of both contracting parties.

Article 19

The contracting parties shall encourage exchange of experience relating to national provisions and measures for the protection of cultural property, particularly in preventing illicit export in compliance with the UNESCO Convention on the Means of Prohibiting and Preventing the Illicit Import, Export and Transfer of Ownership of Cultural Property, adopted at the Sixteenth Session of the General Conference of UNESCO in Paris on 14 November 1970.

Article 20

The contracting parties shall foster co-operation between writers, translators of literature, literary scientists, critics, editors and their organisations and associations.

The contracting parties shall support international literary festivals and meetings, seminars and literary magazines.

Article 21

The contracting parties shall be helpful with co-operation among the publishing houses of both countries.

Article 22

The contracting parties shall support the following:

- exchange stays of professionals from the area of the film archive, library and documentation, film theorists, screenwriters, directors, scenographers, operators, photographers, etc.,
- exchange of cinematographic information (year-books, professional publications, audio-visual laws and legal norms from the area of cinematography),
- exchange of information at the level of the audio-visual information centers (Audio-visual Information Center of the Slovak Film Institute - SFÚ),
- co-operation among film producers, distributors and cinematographic institutions through the exchange of films and mutual participation in the profile festivals and shows, organised by the other contracting party.

Article 23

The contracting parties shall support direct co-operation among the associations and organisations of artists as well as their participation in international meetings, symposia, and seminars.

Article 24

The contracting parties shall encourage cultural co-operation within the framework of the European multilateral relations.

Article 25

The contracting parties shall facilitate co-operation between the archives on the basis of direct agreement to be concluded between the competent institutions of the two contracting parties.

Article 26

The contracting parties welcome the establishment of the "Forum of Slavic Cultures" based on the joint statement made by participants of the informal meeting of ministers of culture of Slavic languages speaking countries at Brdo pri Kranju on 3 and 4 December 2002.

OTHER AREAS OF CO-OPERATION

Article 27

The contracting parties shall recognise copyrights and other rights of authors who are nationals or members of the institutions of the other contracting party, including the rights of their legal successors regardless of the place of the first publication of their works.

The contracting parties shall provide for the protection of these rights under the same conditions as stipulated by their respective internal legislation for their nationals and institutions.

The contracting parties shall ensure the protection of copyrights and related rights of their citizens in accordance with the European Union standards.

Article 28

The contracting parties shall support direct co-operation between the Slovak Television and the RTV Slovenia.

GENERAL AND FINANCIAL PROVISIONS

Article 29

For the purpose of monitoring of the implementation of the Programme the contracting parties shall establish a Joint Slovak-Slovenian Commission. The Joint Commission shall hold its meetings alternatively in the Republic of Slovenia and in the Slovak Republic in accordance with the needs.

The exact date of a meeting of the Joint Commission shall be agreed upon through diplomatic channels.

Article 30

All activities, realised in accordance with this Programme shall be guided by the national legal regulations of both contracting parties.

Article 31

Particular provisions of this Programme can be changed and amended on the basis of the mutual agreement of both contracting parties. Changes and amendments must be carried out in writing.

Article 32

The exchange of scholarship holders pursuant to Article 6 and Article 9:

1. The sending contracting party shall submit the list of candidates, nominated pursuant to Article 6 of the Programme, together with the accompanying documentation, to the receiving contracting party by March 31 of each calendar year at the latest and the list of candidates, nominated pursuant to Article 9 by May 15 of each calendar year at the latest.
2. The candidates proposed pursuant to Article 6 of the Programme may submit the letter of acceptance from the receiving school or institution.
3. The receiving contracting party shall notify the sending contracting party whether the proposed candidates have been accepted as well as the name of the institution, in which they shall spend their study stay by June 30 of the respective calendar year at the latest. The sending contracting party shall announce to the receiving contracting party the exact date of arrival of the scholarship holders two weeks prior to their actual arrival to the study stay at the latest.

Article 33

Financial conditions relating to Article 6:

1. The receiving contracting party shall:
 - a) provide all kinds of free of charge study,
 - b) provide scholarship pursuant to national legal regulations, which cover the costs of board and lodging at student dormitories as well as the city public traffic costs.
2. The sending contracting party shall:
 - c) pay travel costs to the place of destination and back.

Financial conditions relating to Article 9:

1. The receiving contracting party shall:
 - a) provide free of charge study,
 - b) pay board and lodging,
 - c) provide pocket money,
 - d) pay travel costs in its own territory, resulting from the approved programme of stay.
2. The sending contracting party shall:
 - e) pay travel costs to the place of destination and back.

Financial conditions relating to the exchange of persons in the field of culture:

1. The receiving contracting party shall:
 - a) pay travel costs in its own territory, pay board and lodging, provide pocket money,
 - b) provide the interpreter for the delegation,
 - c) provide programme of stay.

2. The sending contracting party shall:
- d) pay travel costs to the place of destination and back.

Financial conditions, relating to Article 12 and Article 13:

Each contracting party shall cover the travel costs and the cost of the stay of its experts.

Article 34

Conditions of acceptance of the lecturers of the Slovak language and literature and the Slovenian language and literature, nominated pursuant to Article 10 of the Programme are as follows:

- a) The sending contracting party shall submit to the receiving contracting party the name of a candidate for a position of the lecturer at the respective university together with the documentation or shall confirm the extension of stay of the delegated lecturer by May 31 of the year prior to the respective academic year at the latest.
- b) The receiving party shall confirm the extension of stay of the delegated lecturer by June 30 of the year prior to the respective academic year at the latest.
- c) The lecturers shall be delegated without their family relatives for the period of minimum one academic year with the possibility of repeated extension of their stay in accordance with the national legal regulations (the Slovak lecturers to the period of maximum up to 4 years).
- d) The sending party shall, within its possibilities, provide the lecturers with the didactic tools, literature and materials, necessary for teaching.
- e) The receiving contracting party shall enable the lecturer to work at the respective working place in the extent and under the terms, defined by the national legal regulations.

Financial conditions, relating to Article 10:

The receiving party shall pay to the lecturer:

- a) free of charge accommodation in a separate apartment,
- b) salary.

The salary of the lecturer of the Slovak language and literature:

The receiving party shall provide to the lecturer a salary in accordance with the national legal regulations.

The sending party shall provide to the lecturer a salary in accordance with the national legal regulations, whereby in foreign currency this amount is decreased by the amount of the salary, paid by the receiving party.

The salary of the lecturer of the Slovenian language and literature:

The receiving party shall provide to the lecturer a salary in accordance with the national legal regulations.

The sending party shall provide to the lecturer a salary in accordance with the national legal regulations, whereby in foreign currency this amount is decreased by the amount of the salary, paid by the receiving party.

The sending contracting party shall cover to the lecturer the travel costs to the place of destination and back once a year. The means of transportation are to be defined by the sending contracting party.

Article 35

The contracting parties shall provide health care services to the citizens of the other contracting party in accordance with their internal legal regulations in force.

Article 36

Conditions of the exchange of exhibitions pursuant to Article 17 of the Programme, are as follows:

- (1) The sending party informs the receiving party on the date and main themes of the exhibition under preparation at least twelve months prior to its date.
- (2) The sending party shall provide for the technical information on the purpose of the exhibition as well as the necessary materials for the catalogue print (introduction, list of objects, pictures, etc.) three months prior to the opening of the exhibition at the latest in order to organise the exhibition.
- (3) The exhibits must get to the place of destination fifteen days prior to the opening of the exhibition at the latest.
- (4) The contracting parties shall in advance agree upon the number of persons who will accompany the exhibition as well as the length of their stay.

Article 37

The exchange of exhibitions pursuant to Article 17 of this Programme shall take place in accordance with the following financial provisions:

1. The sending contracting party shall cover:

- transport costs to the first place of the exhibition and return transport costs from the last place of the exhibition,
- all insurance costs of the exhibition according to the principle "nail to nail".

2. The receiving contracting party shall cover:

- organization costs, including the renting of premises, supplies and technical assistance (storehousing, arranging of exhibits, lighting, heating, unpacking and printing of publications, such as posters, catalogues and invitations),
- promotion costs,
- in case of damage of the exhibits the receiving contracting party is obliged to send to the sending contracting party necessary documentation concerning the damage. The receiving contracting party shall cover costs relating to the estimated damage. No repairs can be effected without prior consent of the sending contracting party.

FINAL PROVISIONS

Article 38

This Programme shall enter into force 30 days after its signing and shall remain valid until December 31, 2006. It shall be automatically extended until the signing of the next Programme unless one of the contracting parties denounces it in writing through diplomatic channels. The Programme shall be terminated on the 60th day after such notification.

Any activities under way but not yet finished by the end of validity of the Programme shall be governed by its provisions until their total fulfilment if not agreed otherwise by the contracting parties.

Done in Bratislava on 14th October 2003 in two original copies in the English language.

Martin Fronc

**For the Ministry of Education of
the Slovak Republic**

Andrej Logar

**For the Ministry of Education,
Science and Sport, the Ministry of
Culture, and the Ministry of Foreign
Affairs of the Republic of Slovenia**