

BESEDILO MEMORANDUMA V SLOVENSKEM IN ANGLEŠKEM JEZIKU

Memorandum o soglasju glede sodelovanja na področju digitalne preobrazbe

Ta memorandum o soglasju ("**memorandum**") med Google Ireland Limited, s sedežem na naslovu Gordon House, Barrow Street, Dublin 4, Irska ("**Google**") in Republiko Slovenijo, Službo Vlade Republike Slovenije za digitalno preobrazbo, s sedežem na naslovu Davčna ulica 1, 1000 Ljubljana ("**vladna služba**"), v nadaljnjem besedilu skupaj "**podpisnici**", posamično "**podpisnica**", začne veljati na dan, ko ga podpiše zadnja podpisnica ("**datum začetka veljavnosti**").

Memorandum je predlog o sodelovanju ("**sodelovanje**") med podpisnicama.

1. **Status.** Z izjemo 1. oddelka (status) in 3. oddelka (zavezujoče določbe), memorandum za nobeno od podpisnic ni pravno zavezujoč. Memorandum le določa podlago za sodelovanje med podpisnicama (in/ali njunimi povezanimi subjekti). Vsaka podpisnica lahko po lastni presoji, brez prevzemanja odgovornosti in brez obveznosti, razen tistih iz 3. oddelka (zavezujoče določbe) pisno odpove ta memorandum. Memorandum ni dokončen in podpisnici se lahko dogovorita za pogajanja o eni ali več obojestransko sprejemljivih, dokončnih in zavezujočih pogodbah.
2. **Ozadje.** Vladna služba in Google želita začeti sodelovanje, namenjeno pospešitvi digitalne preobrazbe slovenskega gospodarstva in družbe, pri čemer se v dobri veri zavezujeta, da:
 - a. **Zaveze vladne službe:**
 - i. Vladna služba bo v skladu z veljavno zakonodajo vzpostavila dialog v zvezi z digitalno preobrazbo slovenskega gospodarstva in družbe.
 - ii. Vladna služba bo predlagala morebitno sodelovanje pri programih in/ali pobudah na področjih, povezanih z digitalno preobrazbo države, vključno z raziskavami in razvojem na področju umetne inteligence, s socialnim podjetništvom in krepitvijo digitalnih znanj in spretnosti.
 - iii. Vladna služba bo skupne programe in/ali pobude spodbujala javno in na svojem spletnem mestu.
 - b. **Zaveze podjetja Google:**
 - i. Google bo podpiral digitalno preobrazbo slovenskega gospodarstva in družbe.
 - ii. Google bo podpiral slovenski raziskovalni ekosistem na področju umetne inteligence, vključno z nepovratnimi sredstvi za lokalne organizacije.
 - iii. Google bo pomagal okrepiti slovenski ekosistem socialnega gospodarstva, tako da bo prek organizacije Google.org in svojih partnerjev neprofitnim organizacijam zagotovil nepovratna sredstva za dostop do kapitala in podporo socialnim podjetnikom, zlasti tistim iz zapostavljenih skupnosti, namenjena oblikovanju in nadgradnji lokalnih rešitev za digitalno, vključujoče in trajnostno gospodarstvo.
 - iv. Google bo sedanjim in prihodnjim podjetnikom, zaposlenim in iskalcem zaposlitve nudil brezplačne izobraževalne delavnice, orodja in programe ter namenska posvetovanja.
 - v. Google bo predlagal nove pobude glede na prihodnje uvedbe novih programov.
 - vi. Google bo predstavnike vladne službe obvestil o dogodkih, organiziranih na lokalni in/ali državni ravni, in jih povabil nanje.



3. Zavezujoče določbe.

a. *Opredelitev pojmov.* V tem memorandumu

"Povezani subjekt" pomeni vsak subjekt, ki neposredno ali posredno nadzira podpisnico, je pod njenim nadzorom ali je pod skupnim nadzorom z njo.

"Zaupne informacije" pomeni vse informacije, ki jih ena podpisnica ali njene povezane družbe v skladu s tem memorandumom razkrijejo drugi podpisnici in so označene kot zaupne ali bi v danih okoliščinah običajno veljale za zaupne informacije.

"Nadzor" pomeni nadzor nad več kot 50 % glasovalnih pravic ali lastniškega deleža podpisnice.

"Pravni postopek" pomeni zahtevo za razkritje podatkov, ki je podana na podlagi zakona, vladnega predpisa, sodne odločbe, sodnega poziva, naloga, zahteve vladnega regulativnega organa ali vladne agencije, drugega veljavnega pravnega instrumenta, pravnega ali podobnega postopka.

b. *Obdobje veljavnosti.* Memorandum bo v veljavi (i) 24 mesecev od datuma začetka veljavnosti.

c. *Vzajemna jamstva, izjava o odgovornosti* Vsaka podpisnica izjavlja in jamči, da razpolaga z vsemi pravicami, ki jih potrebuje za sklenitev memoranduma in izpolnjevanje zavezujočih obveznosti po njem, ne da bi pri tem kršila pravice druge podpisnice ali veljavno zakonodajo. Nobeni pogoji, jamstva ali druge določbe ne veljajo, razen če je to izrecno opredeljeno v memorandumu. Implicitni pogoji, jamstva ali druge zahteve ne veljajo (vključno z implicitnimi zahtevami glede zadovoljive kakovosti, primernosti za namen ali skladnosti z opisom).

d. *Zaupnost informacij.*

i. Obveznosti. Vsaka podpisnica bo (1) varovala zaupne informacije druge podpisnice vsaj z enako skrbnostjo, kot varuje svoje zaupne informacije, in (2) zaupnih informacij ne bo razkrila tretjim osebam, razen povezanim subjektom, zaposlenim ali pooblaščenim zastopnikom, ki jih morajo poznati in so dolžni ohranjati njihovo zaupnost. Vsaka podpisnica (in vsi povezani subjekti, zaposleni ali pooblaščeni zastopniki, ki jim je razkrila zaupne informacije) lahko zaupne informacije uporablja samo za uresničevanje pravic in izpolnjevanje obveznosti po memorandumu, pri čemer mora ravnati z razumno skrbnostjo, da ohrani njihovo zaupnost. Da se prepreči kakršen koli dvom, se nobena podpisnica ne sme sklicevati na zaupne informacije druge podpisnice, jih vključiti ali kako drugače uporabiti pri razvoju oziroma zagotavljanju izdelkov oziroma storitev, ki niso predvideni v memorandumu. Vsaka podpisnica odgovarja za vsa dejanja svojih povezanih subjektov, zaposlenih in pooblaščenih zastopnikov, ki kršijo določbe točke (d) v 3. oddelku (zaupnost informacij).

ii. Izjeme. Zaupne informacije ne vključujejo informacij, ki (1) jih je prejemnik zaupnih informacij že poznal ali so v javni domeni, (2) postanejo javne brez krivde prejemnika, (3) jih je prejemnik neodvisno sam razvil ali (4) jih je prejemnik pridobil od tretje osebe, ki pri tem ni kršila obveznosti varovanja zaupnih informacij.

- iii. Zahtevano razkritje. Prejemnik zaupnih informacij in njegovi povezani subjekti lahko zaupne informacije razkrijejo v obsegu, ki ga zahteva veljavni pravni postopek, pod pogojem, da si prejemnik razumno prizadeva, da (1) pred razkritjem informacij o tem nemudoma obvesti drugo podpisnico, in (2) izpolni razumne zahteve druge podpisnice v zvezi z njenimi prizadevanji za nasprotovanje razkritju. Ne glede na navedeno obvestilo pred razkritjem ni obvezno, če sta bila prejemnik ali njegov povezan subjekt obveščena, da (i) jima je zakonsko prepovedano poslati tako obvestilo ali (ii) da se pravni postopek nanaša na izjemne okoliščine, ki vključujejo nevarnost smrti ali resnih telesnih poškodb.
- e. *Pravično nadomestilo.* Podpisnici se strinjata, da v primeru kršitve 3. oddelka (zavezujoče določbe) nobena določba memoranduma ne omejuje možnosti katere koli podpisnice, da zahteva pravično nadomestilo.
- f. *Veljavno pravo.* [SLOVENSKO PRAVO.] Za memorandum in vsak spor (pogodbeni ali nepogodbeni) v zvezi z njim ali njegovo vsebino ali sestavo ("spor") se uporablja slovensko pravo.
- g. *Nadaljevanje veljavnosti.* Točke (a) (opredelitve pojmov), (d) (zaupnost informacij), (e) (pravično nadomestilo), (f) (veljavno pravo) in (g) (nadaljevanje veljavnosti) 3. oddelka veljajo tudi po morebitni odpovedi ali prenehanju veljavnosti memoranduma.
- h. *Jezik memoranduma.* Memorandum je sklenjen v obeh jezikih – angleščini in slovenščini. V primeru kakršnih koli sporov ali nesoglasij se uporablja slovenska različica tega memoranduma.

Pooblaščen predstavnik podpisnic sta memorandum podpisala na spodaj navedene datume.

Google Ireland Limited

Služba Vlade Republike Slovenije za digitalno preobrazbo

Podpis: _____

Podpis: _____

Ime in priimek: _____

Ime in priimek: _____

Naziv: _____

Naziv: _____

Datum: _____

Datum: _____

Memorandum of Understanding on Digital Transformation Cooperation

This Memorandum of Understanding (“**MOU**”) is entered into as of the date of the last Party’s signature below (the “**Effective Date**”) by Google Ireland Limited, with offices at Gordon House, Barrow Street, Dublin 4, Ireland (“**Google**”), and Republic of Slovenia, Government Office for Digital Transformation, with offices at Davčna ulica 1, 1000 Ljubljana (“**Government Office**”), each a “**Party**” and collectively, the “**Parties**”.

This MOU sets forth a proposal for collaboration (the “**Collaboration**”) between the Parties.

1. **Status.** This MOU is not legally binding on either Party, except for this Section 1 (Status) and Section 3 (Binding Provisions). Instead, this MOU only sets forth the basis for the Collaboration between the Parties (and/or their Affiliates). Each Party may terminate this MOU in writing, at its discretion, without liability and without obligation other than those set forth in Section 3 (Binding Provisions). This MOU is not exhaustive and the Parties may agree to negotiate one or more mutually acceptable, definitive, binding contracts.
2. **Background.** The Government Office and Google wish to embark upon the Collaboration aimed at accelerating the digital transformation of the Slovenian economy and society, committing in a good faith to:
 - a. **Government Office commitments:**
 - i. Government Office will establish dialogue in accordance with all applicable laws, related to the digital transformation of the Slovenian economy and society.
 - ii. Government Office will propose potential collaboration on programs and/or initiatives in areas related to the country’s digital transformation, including AI research and development, social entrepreneurship, and digital skilling.
 - iii. Government Office will promote joint programs and/or initiatives publicly and on its website.
 - b. **Google commitments:**
 - i. Google will support the digital transformation of the Slovenian economy and society.
 - ii. Google will support the AI research ecosystem in Slovenia, including through grants to local organizations.
 - iii. Google will help strengthen the Slovenian social economy ecosystem by giving grant funding via Google.org and its grantmaking partners to nonprofit organizations to provide access to capital and support for social entrepreneurs, particularly those from underserved communities, to create and scale local solutions for a digital, inclusive and sustainable economy.
 - iv. Google will provide free educational workshops, tools and programs and dedicated consultations to current and future entrepreneurs, employees and job seekers, including through grants to local organizations.
 - v. Google will propose new initiatives as per upcoming launches of new programs.
 - vi. Google will inform and invite representatives of the Government Office to local and/or national organized events.
3. **Binding Provisions.**
 - a. *Definitions.* In this MOU.



“Affiliate” means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with a Party.

“Confidential Information” means any information that one Party or its Affiliates discloses to the other Party under this MOU and that is marked as confidential or would normally be considered confidential information under the circumstances.

“Control” means control of greater than 50% of the voting rights or equity interests of a Party.

“Legal Process” means a request for disclosure of data made pursuant to law, governmental regulation, court order, subpoena, warrant, governmental regulatory or agency request, or other valid legal authority, legal procedure, or similar process.

- b. *Term.* This MOU will be in effect until the earlier of (i) 24 months following the Effective Date.
- c. *Mutual Warranties; Disclaimer.* Each Party represents and warrants that it has all rights necessary to enter into this MOU and perform its binding obligations hereunder without violating the rights of any other party or applicable law. No conditions, warranties or other terms apply unless expressly described in this MOU. No implied conditions, warranties or other terms apply (including any implied terms as to satisfactory quality, fitness for purpose or conformance with description).
- d. *Confidentiality.*
 - i. *Obligations.* Each Party will (1) protect the other Party's Confidential Information with at least the same standard of care it uses to protect its own Confidential Information; and (2) not disclose the Confidential Information, except to Affiliates, employees, or authorized agents who need to know it and who are obligated to keep it confidential. Each Party (and any Affiliates, employees, or authorized agents to whom it has disclosed Confidential Information) may use Confidential Information only to exercise rights and fulfill obligations under this MOU, while using reasonable care to protect it. For the avoidance of doubt, neither Party may refer to, incorporate, or otherwise use the Confidential Information of the other Party to develop or provide products or services not contemplated herein. Each Party is responsible for any actions of its Affiliates, employees, and authorized agents in violation of this Section 3(d) (Confidentiality).
 - ii. *Exceptions.* Confidential Information does not include information that (1) the recipient of the Confidential Information already knew or is in the public domain; (2) becomes public through no fault of the recipient; (3) was independently developed by the recipient; or (4) was rightfully given to the recipient by another party not in violation of any applicable confidentiality protections.
 - iii. *Required Disclosure.* The recipient and its Affiliates may disclose Confidential Information to the extent required by applicable Legal Process; provided that the recipient uses reasonable efforts to (1) promptly notify the other Party of such disclosure before disclosing; and (2) comply with the other Party's reasonable requests regarding its efforts to oppose the disclosure. Notwithstanding the foregoing, such notice is not required before disclosure if the recipient or its Affiliate is informed that (i) it is legally prohibited from giving notice or (ii) the Legal Process

relates to exceptional circumstances involving danger of death or serious physical injury.

- e. *Equitable Relief.* The Parties agree in the event of breach of this Section 3 (Binding Provisions), nothing in this MOU will limit either Party's ability to seek equitable relief.
- f. *Governing Law. [SLOVENIAN LAW.]* This MoU and any dispute (contractual or non-contractual) concerning it or its subject matter or formation (a "Dispute") is/are governed by Slovenian law.
- g. *Survival. Sections 3(a) (Definitions), 3(d) (Confidentiality), 3(e) (Equitable Relief), 3(f) (Governing Law) and 3(g) (Survival) will survive any termination or expiry of this MOU.*
- h. *Language. This MoU is executed in both language versions – English and Slovene. In case of any disagreement or dispute, Slovenian version of this MoU is to be applied.*

Signed by the Parties' authorized representatives on the dates below.

Google Ireland Limited

Republic of Slovenia, Government Office for Digital Transformation

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

