

No. 10188

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**ARGENTINA**  
**and**  
**FEDERAL REPUBLIC OF GERMANY**

**Basic Agreement concerning co-operation in scientific research  
and technological development. Signed at Buenos Aires on  
31 March 1969**

*Authentic texts: Spanish and German.*

*Registered by Argentina on 14 January 1970.*

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**ARGENTINE**  
**et**  
**RÉPUBLIQUE FÉDÉRALE D'ALLEMAGNE**

**Accord de base relatif à la coopération dans les domaines de la  
recherche scientifique et du développement technologique.  
Signé à Buenos Aires le 31 mars 1969**

*Textes authentiques : espagnol et allemand.*

*Enregistré par l'Argentine le 14 janvier 1970.*

[TRANSLATION — TRADUCTION]

**BASIC AGREEMENT <sup>1</sup> BETWEEN THE GOVERNMENT OF  
THE ARGENTINE REPUBLIC AND THE GOVERNMENT  
OF THE FEDERAL REPUBLIC OF GERMANY CON-  
CERNING CO-OPERATION IN SCIENTIFIC RESEARCH  
AND TECHNOLOGICAL DEVELOPMENT**

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The Government of the Argentine Republic and  
The Government of the Federal Republic of Germany,  
On the basis of the friendly relations existing between their countries,  
Having regard to their common interest in the promotion of scientific  
research and technological development,

Recognizing the advantages which both States can derive from close  
scientific and technological co-operation,

Considering that an agreement concerning co-operation in scientific  
research and technological development will serve to amplify the Agreement  
of 4 September 1962 between the European Atomic Energy Community  
(EURATOM) and the Government of the Argentine Republic concerning  
co-operation in the peaceful uses of nuclear energy,

Have agreed as follows:

*Article 1*

1. The Contracting Parties shall promote co-operation between their  
two countries in scientific research and technological development.

2. The areas of co-operation shall be established in each case by the  
Contracting Parties.

3. In each case also the specific topics, the extent and the implementation  
of such co-operation shall be the subject of special agreements between the  
competent ministries of the Contracting Parties or between the agencies  
designated by the Contracting Parties or their competent ministries.

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<sup>1</sup> Came into force on 22 October 1969, the date when both parties had notified each other  
that their respective legal requirements had been complied with, in accordance with article 14.

### Article 2

1. Such co-operation shall include, *inter alia*:

- (a) The exchange of scientific and technological information;
- (b) The exchange and training of scientists and other research personnel;
- (c) The joint or co-ordinated implementation of research and/or development programmes;
- (d) The use of scientific and technical facilities or plant;
- (e) The establishment and operation of research institutes and testing and experimental production centres.

2. The Contracting Parties shall assist each other to the full extent possible in the appointment of experts and the procurement of materials, equipment and other necessary supplies.

### Article 3

1. The cost of the secondment of scientists and other research personnel by one of the Contracting Parties to the other Contracting Party in application of this Agreement shall be borne by the sending Party unless special agreements are concluded in that regard.

2. The method of financing research and/or development programmes to be implemented within the framework of this Agreement shall be determined in the special agreements referred to in article 1, paragraph 3.

### Article 4

Representatives of the Contracting Parties shall meet for the purpose of facilitating the application of this Agreement and of the special agreements referred to in article 1, paragraph 3, and also to inform each other of progress made on projects of common interest and to decide on any further measures that may be required. Such meetings shall be held as the need arises and in the framework appropriate to each case. Expert groups may also be appointed to study special questions.

### Article 5

1. Exchanges of information shall be effected between the Contracting Parties themselves or the agencies designated by them, particularly between research institutes, documentation centres and specialized libraries.

2. The Contracting Parties may transmit the information they receive to public institutions or institutions and enterprises of public interest supported by the Government and/or State institutions. The transmittal of information may be restricted or precluded by the Contracting Parties, or the agencies designated by them, in the special agreements concluded in accordance with article 1, paragraph 3.

The transmittal of information to other agencies or persons shall be precluded or restricted whenever the other Contracting Party or the agencies designated by it so stipulate, either before or during the exchange of information.

3. Each Contracting Party shall guarantee that the persons authorized to receive information in accordance with this Agreement or the special agreements concluded for the purpose of its implementation will not transmit such information to any agencies or persons not authorized to receive it under the terms of this Agreement or the special agreements concluded in accordance with article 1, paragraph 3.

#### *Article 6*

The Contracting Parties shall promote, to the full extent possible, the exchange and use of inventions protected by patents or trademarks, and of the results of technical experiments which are the property of private individuals.

#### *Article 7*

1. This Agreement shall not apply to:
  - (a) Information which the Contracting Parties or the agencies designated by them may not hand over because it has been obtained from third parties and its transmittal is precluded;
  - (b) Information and copyrights and patents which, under the terms of agreements with a third Government, may not be communicated or transmitted;
  - (c) Information classified as secret by one of the Contracting Parties, unless prior consent has been given by the competent State authorities of the Contracting Party concerned. The treatment of such information shall be the subject of a special agreement specifying the requirements and procedures for its transmittal.

2. The transmittal of information of commercial value shall be governed by special agreements.

3. This article shall be applied in conformity with the laws and other provisions in force in the territory of each Contracting Party.

#### Article 8

1. The transmittal of information and the supply of equipment, fittings or plant, installations, parts of installations and other items covered by this Agreement or by the special agreements concluded for the purpose of its implementation shall not, save as otherwise expressly provided, entail any liability on the part of the Contracting Parties with regard to the accuracy of the information transmitted or the suitability of the items supplied for a specific use.

2. The special agreements concluded in accordance with article 1, paragraph 3 shall, when appropriate, contain provisions *inter alia* on the following matters:

(a) With respect to mutual relations between the Contracting Parties or the agencies designated by them:

— liability for damage caused to third parties in connexion with the transmittal of information, the provision of installations, equipment or other items or the exchange of personnel in accordance with this Agreement or the special agreements concluded for the purpose of its implementation;

— liability for damages caused to the personnel of one Contracting Party or the personnel of an agency designated by it under the terms of this Agreement or of the special agreements concluded for the purpose of its implementation, including the question of such insurance as may be necessary to cover risks of this kind.

(b) Liability for damages caused to one Contracting Party by the acts or negligence of the other Contracting Party or by the acts or negligence of the personnel of the other Contracting Party or the personnel of an agency designated by it.

#### Article 9

1. The Contracting Parties shall, in conformity with the provisions of

their national legislation currently in force, guarantee that the articles imported or exported under the terms of this Agreement or the special agreements concluded in accordance with article 1, paragraph 3, shall be exempt from the payment of customs duties and all other duties or charges levied in connexion with import or export transactions.

2. With regard to the taxation of the income of natural persons residing in the territory of one Contracting Party who move to the territory of the other Contracting Party under the terms of this Agreement or the special agreements concluded for the purpose of its implementation in accordance with article 1, paragraph 3, the provisions applicable shall be the provisions of the Agreements of 13 July 1966<sup>1</sup> between the Federal Republic of Germany and the Argentine Republic for the Avoidance of Double Taxation with respect to Taxes on Income and Fortune, in the text currently in force, or of any agreement concluded in place thereof.

3. In conformity with the provisions of their national legislation currently in force, the Contracting Parties shall permit scientists and other research personnel engaged in the implementation of this Agreement or the special agreements concluded in accordance with article 1, paragraph 3, as well as members of their families, to import or export free of duty and deposits, for the duration of their secondment, articles intended for their personal use, including one vehicle per family, which shall be re-exported at the end of the secondment in accordance with the legal provisions in force in the territory of the receiving Contracting Party.

#### *Article 10*

Personnel seconded under the terms of this Agreement shall, within the framework of the special agreements concluded in accordance with article 1, paragraph 3, comply with the work and safety regulations and instructions in force in each particular case at their place of employment.

#### *Article 11*

This Agreement shall not create any right that may be contrary to the national obligations of the Contracting Parties or the obligations deriving from international public law.

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<sup>1</sup> United Nations, *Treaty Series*, vol. 636, p. 3.

### Article 12

1. Disputes relating to the interpretation or application of this Agreement shall, where possible, be settled by the Governments of the two Contracting Parties.

2. If a dispute cannot be settled in this manner, either Contracting Party may request that the dispute be referred to a court of arbitration, for decision.

3. The court of arbitration shall be constituted when circumstances so require. Each Contracting Party shall appoint one member, and the two members shall by agreement nominate a national of a third State, who shall be appointed Chairman by the Governments of the two Contracting Parties. The members shall be appointed within two months and the Chairman within three months from the date on which one Contracting Party notifies the other of its wish to refer the dispute to a court of arbitration.

4. If the time-limits specified in paragraph 3 above are not complied with, and if no alternative arrangement is agreed upon, either Contracting Party may request the President of the International Court of Justice to make the necessary appointments. If the President is a national of one of the Contracting Parties or is for any reason unable to act, the Vice-President shall make the appointments. If the Vice-President is also a national of one of the Contracting Parties or is also unable to act, the next senior member of the Court of Justice who is a national neither of Argentina nor of the Federal Republic of Germany shall make the appointments.

5. The court of arbitration shall take its decisions by majority vote on the basis of existing treaties between the Contracting Parties and of general international law. Its decisions shall be binding. Each Contracting Party shall defray the expenses of its member, and of persons representing it, in the arbitration proceedings; the Chairman's expenses and other expenses shall be defrayed in equal parts by the two Contracting Parties. The court of arbitration may adopt different rules concerning expenses. On other matters, it shall adopt its own rules of procedure.

### Article 13

This Agreement shall also apply to *Land* Berlin provided that the Government of the Federal Republic of Germany has not made a declaration to the contrary to the Government of the Argentine Republic within three months from its entry into force.

*Article 14*

1. This Agreement shall enter into force on the date on which the Contracting Parties notify each other that their Governments have complied with the legal requirements necessary for its entry into force.

2. This Agreement shall remain in force for a period of five years; it may be extended for successive periods of two years, unless it is denounced by one of the Contracting Parties twelve months before its expiry. The foregoing provision shall not affect the period of validity of the special agreements concluded in accordance with article 1, paragraph 3.

DONE at Buenos Aires, on the thirty-first day of March, nineteen hundred and sixty-nine, in four copies, two each in the Spanish and German languages, all copies being equally authentic.

Emilio Federico VAN PEBORGH  
Minister of Defence  
and Acting Minister for Foreign Affairs  
and Public Worship

Ernst-Günther MOHR  
Ambassador

Alberto C. TAQUINI  
Secretary of the National Council  
on Science and Technology

Gerhard STOLTENBERG  
Federal Minister for Scientific Research  
of the Federal Republic of Germany