

No. 11230

MULTILATERAL

Agreement concerning the establishment of an International Scientific and Technological Information Centre. Signed at Moscow on 27 February 1969

Authentic text : Russian.

Registered by the Union of Soviet Socialist Republics on 23 July 1971.

MULTILATÉRAL

Accord portant création d'un Centre international d'information scientifique et technique. Signé à Moscou le 27 février 1969

Texte authentique : russe.

Enregistré par l'Union des Républiques socialistes soviétiques le 23 juillet 1971.

[TRANSLATION — TRADUCTION]

AGREEMENT¹ CONCERNING THE ESTABLISHMENT OF AN
INTERNATIONAL SCIENTIFIC AND TECHNOLOGICAL
INFORMATION CENTRE

The Governments of the People's Republic of Bulgaria, the Hungarian People's Republic, the German Democratic Republic, the Mongolian People's Republic, the Polish People's Republic, the Socialist Republic of Romania, the Union of Soviet Socialist Republics and the Czechoslovak Socialist Republic,

Guided by the principles of equality of rights, mutual respect for independence and sovereignty, non-intervention in each other's domestic affairs, mutual advantage and friendly mutual aid, and in the interests of the further expansion and intensification of scientific and technological co-operation,

Desiring to create conditions whereby scientific and technological progress can be accelerated in every possible way and the effectiveness of scientific research work can be enhanced in their countries,

Considering that the improvement of scientific and technological information is a necessary condition for the development of science and technology,
Have decided to conclude the following Agreement :

Article I

The Contracting Parties shall establish an International Scientific and Technological Information Centre, hereinafter called " the Centre ". The membership of the Centre shall consist of the Contracting Parties.

Article II

The principal tasks of the Centre shall be :

1. To formulate proposals, for the States Parties to the Agreement, regarding methods and technical facilities to be used in scientific and technological information (an international scientific and technological information system). Such proposals shall be based on national scientific and technological information systems and shall be designed to provide information services to organizations of the Contracting Parties and to improve co-operation among the national systems.

¹ Came into force on 3 April 1970, the date by which the Government of the Union of Soviet Socialist Republics had received notification from all Contracting Parties of its approval under their respective constitutional procedures, in accordance with article XV (1).

2. To provide information services to organizations of the Contracting Parties through the wide use of new technology, primarily with regard to problems which are of great national economic importance in ensuring scientific and technological progress.
3. To publish the necessary information materials and use other means of disseminating information on scientific and technological achievements.
4. To conduct scientific research work relating to the theory and practice of scientific and technological information, including preparation of methodological materials relating to the forms, methods and organization of scientific and technological information processes at the contemporary technical level, and the preparation of analytical surveys on scientific and technological information problems which are of interest to the Contracting Parties.
5. To provide organizational, methodological and scientific and technical assistance on questions relating to scientific and technological information in response to inquiries by interested parties.
6. To assist in providing training and advanced training for the scientific and technological information personnel of the Contracting Parties, and to exchange experience relating to the training and advanced training of the personnel of scientific and technological information organs.

Article III

The Centre shall carry out the tasks entrusted to it :

- (a) with its own resources, without duplicating the work of national information organs;
- (b) in co-operation with the information organs of the national systems, *inter alia*, through the use of their reference and information materials and material and technical resources, by agreement with those organs;
- (c) through the conclusion of agreements with the corresponding organizations of the Contracting Parties or of third countries.

Article IV

1. The Centre shall be an international organization.
2. The Centre shall have its headquarters in Moscow.
3. The activities of the Centre shall be based on this Agreement and shall be carried out in accordance with the Regulations of the International Scientific and Technological Information Centre.

Article V

1. The Centre shall possess juridical personality. In the territories of the Contracting Parties it shall enjoy the legal capacity essential to the performance

of the functions entrusted to it. In the case of questions not regulated by this Agreement, the Regulations of the Centre or the Agreements between the Centre and the host country, the legal capacity of the Centre shall be determined by the legislation of the host country of the Centre and its branches.

2. In order to carry out the tasks entrusted to it, the Centre shall have the right :

- (a) To enter into agreements;
- (b) To acquire, lease and alienate property;
- (c) To open branches in the territories of the Contracting Parties by agreement with the Parties concerned;
- (d) To appear as a plaintiff or respondent in court or in arbitration proceedings.

Article VI

1. The supreme organ for the management of the activities of the Centre shall be the Committee of Plenipotentiaries, which shall consist of permanent representatives appointed by the Contracting Parties.

The representatives of each of the Contracting Parties shall have one vote in the Committee of Plenipotentiaries.

2. The Committee of Plenipotentiaries shall meet not less than once a year.

3. The representatives of the Contracting Parties shall preside over the meetings of the Committee of Plenipotentiaries in turn, according to the Russian alphabetical order of the names of the countries.

4. The Committee of Plenipotentiaries shall :

- (a) Approve the Regulations of the Centre and make amendments to them;
- (b) Approve the development plan of the Centre, annual work plans and activity reports and the annual budget and report thereon;
- (c) Appoint the director of the Centre and his deputies;
- (d) Appoint the members of the Audit Commission and determine its working procedures;
- (e) Approve the structure and the total number of staff of the Centre;
- (f) Consider questions relating to the admission of new members and adopt the relevant recommendations;
- (g) Consider other questions relating to the Centre's activities.

5. On questions relating to the Centre's activities, the Committee of Plenipotentiaries shall adopt decisions which shall take effect from the date on which the record of the Committee's meeting is signed.

6. On questions relating to co-operation among the national scientific and technological information systems of the Contracting Parties, within the limits

set out in this Agreement and the Regulations of the Centre, the Committee of Plenipotentiaries shall adopt recommendations which shall take effect after they have been approved by the competent authorities of the Contracting Parties.

7. The approval of and amendments to the Regulations of the Centre, the development plan of the Centre and the total amount of the annual budget, the appointment of the director of the Centre and his deputies, the appointment of the members of the Audit Commission, the approval of the composition of the Academic Council, the structure and total number of staff of the Centre, proposals relating to changes in the scale of contributions and the admission of new members, and the establishment of branches shall require unanimity. Abstentions in the voting shall not affect the adoption of decisions.

The procedure for the adoption of decisions and recommendations on questions not requiring unanimity shall be specified in the Regulations of the Centre.

Each Contracting Party shall have the right to state that it has no interest in a question under consideration. Recommendations and decisions adopted on such questions shall not apply to a Contracting Party which has made a statement to the effect that it has no interest. A Contracting Party which has made such a statement may subsequently associate itself with recommendations and decisions adopted by the Committee of Plenipotentiaries.

Article VII

The financial activities of the Centre shall be supervised by the Audit Commission.

Article VIII

1. The operational activities of the Centre shall be managed by the director of the Centre, who shall have deputies. The director and his deputies shall be appointed by the Committee of Plenipotentiaries : the director for a term of five years, and his deputies for a term of three years. The director shall be appointed on the proposal of the host country of the Centre. The deputy directors shall be appointed in turn from among citizens of all the Contracting Parties in accordance with the interest manifested by each of the Parties. Re-elections for further terms shall be permitted. The Committee of Plenipotentiaries shall have the right to release the director and his deputies from the positions which they occupy before the completion of their term of office.

2. The director of the Centre shall be guided in his work by this Agreement, the Regulations of the Centre and the decisions of the Committee of Plenipotentiaries. He shall be accountable to the Committee of Plenipotentiaries on questions relating to the activities of the Centre and shall act as the Centre's representative before other organizations and institutions.

3. The rights and duties of the director of the Centre shall be defined in the Regulations of the Centre.

Article IX

An Academic Council shall be established under the director; it shall be an advisory body and shall be composed of experts and scholars of the Contracting Parties. The functions and working procedures of the Academic Council shall be defined in the Regulations of the Centre.

Article X

The Government of the Union of Soviet Socialist Republics shall lease the necessary premises to the Centre.

Article XI

1. The Centre's activities shall be financed in accordance with a budget drawn up for one calendar year. The budget of the Centre and its branches shall be expressed in the currencies of the host countries. At the same time provision may be made in the budget for the amounts, in transferable roubles or in freely convertible currencies, required for the purchase of supplies and for other expenditures of the Centre.

Account shall be taken in the budget of incomes received by the Centre for services rendered by it, the contributions of the Contracting Parties in accordance with the amount of their assessment, and expenditures in connexion with the maintenance of the Centre and its fulfilment of the programme of work laid down for the corresponding year.

2. The amount of the individual contributions of the Contracting Parties shall be specified in a Protocol annexed to this Agreement.

3. The cost of the equipment, apparatus and materials furnished by the Contracting Parties and the services rendered to the Centre on a contractual basis in transferable roubles at the foreign trade prices current among the Contracting Parties may be counted as part of the individual contributions of the Contracting Parties.

4. The subsistence expenses of participants in conferences and meetings connected with the fulfilment of the tasks of the Centre, including meetings of the Committee of Plenipotentiaries, the Audit Commission and the Academic Council, shall be borne by the country sending its representatives to such meetings and conferences.

5. Expenses linked with the provision of premises and technical facilities required for meetings and conferences shall be borne by the country in which such meetings and conferences are held, except in cases where such meetings and

conferences are held in the Centre's premises; in such cases these expenses shall be covered by the budget of the Centre.

6. The results of scientific research, methodological and other similar work undertaken by the Centre in accordance with the approved and jointly financed programme of work shall be transmitted to the member countries of the Centre free of charge.

All other services shall be furnished by the Centre against payment at prices fixed by the Committee of Plenipotentiaries with due regard to ensuring the Centre's economic viability.

Article XII

The official languages of the Centre shall be the languages of the Contracting Parties. The working language of the Centre shall be Russian.

Article XIII

Membership in the Centre shall be open to other countries which declare that they are in agreement with the principles of this Agreement.

New members shall be admitted with the consent of all the Contracting Parties; their membership shall take effect from the date of deposit with the depositary of this Agreement of a document indicating the consent of the last of the Contracting Parties.

Article XIV

The provisions of this Agreement shall not affect the rights and obligations of the Contracting Parties arising out of other international agreements which they have concluded.

Article XV

1. This Agreement is concluded for an indefinite period and shall enter into force after it has been approved by all the Contracting Parties in accordance with their legislation and after the depositary of this Agreement has been notified thereof.

2. The Agreement may be supplemented or amended only with the consent of all the Contracting Parties.

3. Any Contracting Party may withdraw from this Agreement at any time by notifying the depositary of the Agreement to that effect. Notice of withdrawal from the Agreement shall be transmitted to the depositary not less than three months before the expiry of the current financial year. Such notice shall take effect at the end of the financial year in which notice of withdrawal from the Agreement is given.

4. The amount of the compensation payable in cash to a Contracting Party withdrawing from the Centre, taking into account the depreciation of apparatus, equipment and other property supplied or acquired by means of the contributions of the Party concerned, and the procedure for payment of such compensation shall be determined by the Committee of Plenipotentiaries.

5. Upon the dissolution of the Centre (branches), all its equipment and other possessions shall become the property of the host country of the Centre (branches). The other member countries of the Centre shall be paid compensation in cash in proportion to their individual contributions to the capital expenditures of the Centre, with due regard to the depreciation and obsolescence of the fixed assets. The financial balance (liabilities and assets) shall be distributed among the Contracting Parties in proportion to the total financial contributions actually made by them during the period of their participation in the work of the Centre.

Article XVI

The Centre, representatives of countries in the Committee of Plenipotentiaries and officials of the Centre shall enjoy, on the territory of all Contracting Parties, the privileges and immunities essential to the performance of the functions and the achievement of the purposes set forth in this Agreement and the Regulations of the Centre.

The members of the staff of the Centre shall be employees of an international organization and must act in such a manner as to further its purposes and tasks. The members of the staff shall be accountable to the Centre and may not receive instructions from national organizations.

The privileges and immunities referred to in this article shall be defined in separate agreements.

Article XVII

This Agreement shall be deposited with the Government of the Union of Soviet Socialist Republics, which shall act as depositary.

This Agreement has been signed at Moscow on 27 February 1969. The Agreement has been drawn up in a single copy in the Russian language.

Certified true copies of the Agreement shall be transmitted by the depositary to all the Contracting Parties.

IN WITNESS WHEREOF the plenipotentiaries of the Contracting Parties have signed this Agreement.

For the Government of the People's Republic of Bulgaria :

[Signed]

I. POPOV

For the Government of the Hungarian People's Republic :

[Signed]

A. KISS

For the Government of the German Democratic Republic :

[Signed]

G. PREY

For the Government of the Mongolian People's Republic :

[Signed]

T. PUNTSAGNOROV

For the Government of the Polish People's Republic :

[Signed]

E. SZYR

For the Government of the Socialist Republic of Romania :

[Signed]

N. MURGULET

For the Government of the Union of Soviet Socialist Republics :

[Signed]

V. KIRILLIN

For the Government of the Czechoslovak Socialist Republic :

[Signed]

M. HRUŠKOVIČ
