

No. 13564

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**FEDERAL REPUBLIC OF GERMANY  
and  
PAKISTAN**

**Agreement concerning co-operation on scientific research  
and technological development. Signed at Islamabad on  
30 November 1972**

*Authentic texts: German and English.*

*Registered by the Federal Republic of Germany on 8 October 1974.*

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**RÉPUBLIQUE FÉDÉRALE D'ALLEMAGNE  
et  
PAKISTAN**

**Accord relatif à la coopération en matière de recherche  
scientifique et de développement technologique. Signé  
à Islamabad le 30 novembre 1972**

*Textes authentiques : allemand et anglais.*

*Enregistré par la République fédérale d'Allemagne le 8 octobre 1974.*

AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF THE ISLAMIC  
REPUBLIC OF PAKISTAN AND THE GOVERNMENT OF THE  
FEDERAL REPUBLIC OF GERMANY CONCERNING CO-  
OPERATION ON SCIENTIFIC RESEARCH AND TECHNO-  
LOGICAL DEVELOPMENT

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The Government of the Islamic Republic of Pakistan and the Government of the Federal Republic of Germany,

on the basis of the friendly relations existing between the two States,  
considering their common interest in promoting scientific research and technological development,  
recognizing the benefits to be derived by both States from such co-operation,  
have agreed as follows;

*Article 1.* (1) The Contracting Parties shall, in accordance with special arrangements to be concluded in each individual case, promote co-operation for peaceful purposes between the two States in the fields of scientific research and technological development.

(2) In particular, the following fields of co-operation shall come into consideration:

- (a) nuclear research and the development of nuclear technology,
- (b) basic research on exploitation of radioactive minerals, and
- (c) basic research on fuels, iron ores, glass and ceramics, drugs, foodstuffs, building materials, petrochemicals, fibres, pesticides, oils, fats, pulp and paper.

(3) The substance, scope and implementation of the co-operation shall, in each individual case, be the subject of a special arrangement to be concluded between the competent ministries of the Contracting Parties or such agencies as are designated by the Contracting Parties or their competent ministries.

(4) This Agreement does not relate to any measures falling under the Basic Agreement of 25 November 1972 concerning technical co-operation or the agreements concluded for its continuation, in particular to those measures concerning the establishment and equipping of scientific institutions, as well as the training and advanced training of specialists.

*Article 2.* (1) Co-operation may include:

- (a) the exchange of information on scientific research and technological development,
- (b) the exchange of scientists and other research personnel,
- (c) the execution of joint or co-ordinated research or development tasks.

(2) The Contracting Parties shall facilitate such co-operation to the best of their ability in providing materials and equipment.

(3) The special arrangements to be concluded under paragraph (3) of article 1 of the present Agreement shall determine who shall be entitled to the results of joint research and development.

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<sup>1</sup> Came into force on 15 October 1973, the date on which each Contracting Party notified the other that the constitutional requirements had been fulfilled, in accordance with article 12 (1).

*Article 3.* Payment of the costs arising from the exchange of scientists and other research personnel, as well as the costs of co-operation in the execution of joint or co-ordinated research and development tasks shall be provided for in the special arrangements to be concluded under paragraph (3) of article 1 above.

*Article 4.* In order to promote the implementation of the present Agreement and of the special arrangements to be concluded in accordance with paragraph (3) of article 1 of this Agreement, representatives of the Contracting Parties shall meet as and where required to inform each other of the progress reached in activities of common interest, and to consult each other about measures that may be required. Groups of experts may be appointed to discuss individual questions.

*Article 5.* (1) The exchange of information may take place either between the Contracting Parties directly or between the agencies designated by them, especially research institutes, specialized documentation centres and libraries.

(2) The Contracting Parties or the agencies designated by them may transmit the information received to public institutions or to such non-profit institutions or corporations as are supported by public authorities. The Contracting Parties or the agencies designated by them in the special arrangements to be concluded in accordance with paragraph (3) of article 1 of the present Agreement may limit or preclude such transmittal. The transmittal of information to other agencies or persons shall be precluded or limited if the other Contracting Party or the agencies designated by it so decide before or at the time of the exchange.

(3) Each Contracting Party shall ensure that the recipients entitled to receive information under the present Agreement or under the special arrangements to be concluded for its implementation do not transmit such information to agencies or persons not authorized under the present Agreement or the special arrangements to be concluded in accordance with paragraph (3) of article 1 of this Agreement to receive such information.

*Article 6.* (1) The present Agreement shall not apply to:

- (a) information of which the Contracting Parties or the agencies designated by them may not dispose because it originates from third parties and its transmittal is precluded;
- (b) information and ownership or patent rights which, by virtue of arrangements concluded with a third Government, may not be communicated or transferred;
- (c) information which is classified by either Contracting Party, unless prior approval is granted by the competent authorities of that Contracting Party. The handling of such information shall remain subject to a separate agreement which shall lay down the conditions and procedure for any such transmittal.

(2) Information of a commercial value shall be communicated on the basis of special arrangements regulating at the same time the conditions of transmittal.

(3) This Article shall be applied in accordance with the laws and other regulations existing in the territory of each Contracting Party.

*Article 7.* (1) The transmittal of information and the supply of materials and equipment under the present Agreement or the special arrangements to be concluded for its implementation shall in no way render one Contracting Party liable to the other or one agency designated by them liable to the other for the accuracy of the information transmitted or the suitability of the articles supplied for a specific use, unless specially agreed.

(2) The special arrangements to be concluded in accordance with paragraph (3) of article 1 of the present Agreement shall, as regards the relationship between the Contracting Parties or between the agencies designated by them, make, if necessary, in particular, provision for:

- (a) liability in respect of damages to third parties caused in connexion with the transmittal of information, the supply of materials, equipment, and other articles or the exchange of personnel in accordance with the present Agreement or the special arrangements to be concluded for its implementation;
- (b) liability in respect of damages to the personnel of a Contracting Party or to the personnel of an agency designated by it caused under the present Agreement or the special arrangements to be concluded for its implementation, including, if necessary, insurance against such risk;
- (c) liability in respect of damages to a Contracting Party or to an agency designated by it caused by acts or omissions of the other Contracting Party or of an agency designated by it or by acts or omissions of personnel of the other Contracting Party or personnel of an agency designated by it.

*Article 8.* (1) The Contracting Parties shall, within the framework of their respective national legislation, ensure that goods which are imported or exported in pursuance of the present Agreement or the special arrangements to be concluded under paragraph (3) of article 1 thereof shall, where possible, remain exempt from customs duties and other charges levied in respect of importation or exportation.

(2) The Contracting Parties shall, within the framework of their respective national legislation, permit the scientists, other research personnel and persons employed to implement the present Agreement or the special arrangements to be concluded pursuant to paragraph (3) of article 1 thereof, as well as their families, to import and export, duty-free and without providing security-deposit, for the duration of their stay, articles intended for their personal use, including one motor vehicle per household.

(3) The Contracting Parties shall, within the framework of their respective national legislation, permit the persons mentioned in paragraph (2) of article 8 of the present Agreement to enter and leave the country at any time during the periods for which their contracts are valid, free of charge and without providing security-deposit.

*Article 9.* The personnel exchanged within the framework of the special arrangements shall comply with the rules and instructions regarding orderly and safe execution of work in force at their duty stations.

*Article 10.* (1) Disputes concerning the interpretation or application of the present Agreement shall, where possible, be settled by the Contracting Parties by direct negotiation.

(2) If a dispute cannot be settled by direct negotiation, either Contracting Party may request that it be submitted to the Permanent Court of Arbitration at The Hague for decision.

*Article 11.* The present Agreement shall also apply to *Land* Berlin, provided that the Government of the Federal Republic of Germany does not make a contrary declaration to the Government of the Islamic Republic of Pakistan within three months of the entry into force of this Agreement.

*Article 12.* (1) The present Agreement shall enter into force as soon as each Contracting Party has notified the other Contracting Party that the constitutional requirements for the entry into force of the present Agreement have been fulfilled.

(2) The Agreement shall remain in force for a period of five years and shall subsequently be extended for successive periods of one year, unless it is denounced by either Contracting Party subject to twelve months' notice. If the Agreement ceases to have effect on account of its denunciation the provisions thereof shall continue to apply for the period and to the extent necessary to secure the implementation of the special arrangements to be concluded under paragraph (3) of article 1 of the present Agreement and still applicable on the date the Agreement ceases to have effect. The period of validity of the special arrangements to be concluded under paragraph (3) of article 1 of the present Agreement shall not be affected by the denunciation of this Agreement.

DONE at Islamabad on 30 November 1972 in duplicate in the English and German languages, both texts being equally authentic.

For the Government  
of the Islamic Republic  
of Pakistan:

[Signed — Signé]<sup>1</sup>

For the Government  
of the Federal Republic  
of Germany:

[Signed — Signé]<sup>2</sup>

<sup>1</sup> Signed by Manzur Ahmad — Signé par Manzur Ahmad.

<sup>2</sup> Signed by Norbert Berger — Signé par Norbert Berger.