

**No. 16704**

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**BELGIUM**  
**and**  
**FEDERAL REPUBLIC OF GERMANY**

**Agreement for the joint implementation of a research programme that may lead to the industrial application of processes for the underground gasification of bituminous coal and lignite. Signed at Brussels on 1 October 1976**

*Authentic texts: French, Dutch and German.*

*Registered by Belgium on 26 May 1978.*

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**BELGIQUE**  
**et**  
**RÉPUBLIQUE FÉDÉRALE D'ALLEMAGNE**

**Accord pour la réalisation en commun d'un programme de recherches susceptibles d'aboutir aux applications industrielles de procédés de gazéification souterraine de houille et de lignite. Signé à Bruxelles le 1<sup>er</sup> octobre 1976**

*Textes authentiques : français, néerlandais et allemand.*

*Enregistré par la Belgique le 26 mai 1978.*

## [TRANSLATION — TRADUCTION]

AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF THE KINGDOM OF BELGIUM AND THE GOVERNMENT OF THE FEDERAL REPUBLIC OF GERMANY FOR THE JOINT IMPLEMENTATION OF A RESEARCH PROGRAMME THAT MAY LEAD TO THE INDUSTRIAL APPLICATION OF PROCESSES FOR THE UNDERGROUND GASIFICATION OF BITUMINOUS COAL AND LIGNITE

The Government of the Kingdom of Belgium and the Government of the Federal Republic of Germany,

Considering that the Kingdom of Belgium and the Federal Republic of Germany have substantial deposits of coal which cannot be exploited economically by traditional techniques;

Considering that, for some time past, research and development efforts have been undertaken in the two countries with a view to the economic exploitation of these energy resources by means of *in situ* gasification of deposits of bituminous coal and lignite situated at great depths;

Intending, by reason of the similarity of their respective objectives, to co-ordinate their research and development activities, in order to make better use of available resources, reduce costs and avoid duplication of work;

Have agreed as follows:

*Article 1. OBJECTIVES*

The Contracting Parties agree to co-operate, in accordance with the provisions of this Agreement, in the field of underground gasification. Their purpose is to verify, by means of research, tests and laboratory and *in situ* experiments, the possibility of variable-pressure underground gasification and to determine the technical and economic requirements for the utilization and industrial application of underground gasification processes.

*Article 2. GENERAL FRAMEWORK OF CO-OPERATION*

(a) Co-operation between the Contracting Parties for the achievement of the objective specified in article 1 shall include:

—the exchange of all available information, and in particular:

- (i) the exchange of work programmes, in order that the experts of the Contracting Parties may be fully informed about work in progress and make mutual adjustments in their work programmes;
- (ii) the exchange of results obtained in the course of preliminary and laboratory studies;

—the exchange of personnel of the institutions participating in the programme;

<sup>1</sup> Came into force on 26 January 1978 by the exchange of the notifications (effected on 10 and 26 January 1978 respectively) confirming the fulfilment of national requirements, in accordance with article 13 (a).

- meetings of experts in the course of experiments;
- the joint conduct of major experiments on a true scale *in situ*;
- the joint design and construction of pilot plant for the treatment and purification of the gases obtained.

(b) Decisions concerning the implementation of the general framework of co-operation referred to above, and in particular decisions concerning the joint conduct of major experiments *in situ* (on a true scale) to demonstrate the technical and economic feasibility of variable-pressure gasification, shall be taken by the Steering Committee provided for in article 5.

(c) For the purpose of giving effect to co-operation, there shall be established a Steering Committee (article 5) and a Scientific and Technical Committee (article 6).

Research and development work shall be co-ordinated, on the Belgian side, by the Institut national des Industries extractives (INIEX), Liège, and, on the German side, by the Kernforschungsanlage Jülich GmbH (KFA). These institutions may subcontract the execution of work to other institutions and enterprises.

#### *Article 3. USE OF INFORMATION FURNISHED BY THE OTHER CONTRACTING PARTY*

(a) Information furnished by a Contracting Party which has already been published may be used freely by the other Contracting Party, subject to existing property rights and provided that the source of the information is indicated.

(b) Information furnished by a Contracting Party which has not yet been published shall be treated by the other Contracting Party as confidential. It may be used outside the sphere of activity of the other Contracting Party by agreement with the first Contracting Party.

(c) Information transmitted by one Contracting Party to the other must be marked "published" or "unpublished".

Information to which personnel of one Contracting Party are given access by the other Contracting Party in the course of the exchange of personnel shall be deemed to be unpublished so long as it has not been made accessible to the public with the agreement of the last-mentioned Party.

#### *Article 4. KNOW-HOW AND INVENTIONS*

In so far as the Contracting Parties do not, in the course of their co-operation, agree upon special arrangements concerning the know-how and inventions resulting from such co-operation, the following provisions shall apply:

(a) As regards intellectual property in results of the work which has been created, conceived or developed from the information transmitted under this Agreement, either by the institutions and personnel of the recipient Contracting Party or by any person who obtained such information from the recipient Contracting Party, or which has been produced, conceived or developed as a direct result of the information received, the recipient Contracting Party shall determine the allocation of all rights arising from the know-how or the invention in all countries. However, the Contracting Party or its institutions which transmitted the original information shall be granted a right to use of the know-

how and a non-exclusive cost-free licence (with right to sublicense) for use of the intellectual property therein in all countries.

(b) The Contracting Parties inform each other of the know-how and inventions resulting from their co-operation.

(c) Each Contracting Party shall take the necessary measures to protect results or products of the work by patents or other measures for the protection of the rights of the inventor.

Each Contracting Party shall, before waiving its right to apply for a patent or its right to a registered patent, offer the said right to the other Contracting Party.

(d) Each Contracting Party shall endeavour to secure, without prejudice to the rights of inventors under its national legislation, such co-operation on the part of inventors as is necessary for the implementation of the provisions of this article.

(e) Each Contracting Party shall assume responsibility for the payment to its institutions or nationals of the fees or compensation to which they are entitled under its national legislation.

(f) The use of pre-existing intellectual property rights or rights in information which may constitute an impediment to the fulfilment of commitments under this Agreement (know-how, patents, etc.) shall be regulated by special contracts.

(g) Apportionment of the fees collected by virtue of intellectual property rights and rights in information shall be effected on a percentage basis, according to the amounts expended in each case.

#### Article 5. STEERING COMMITTEE

(a) The Contracting Parties shall establish a Steering Committee composed of three members designated by each of the Parties. These members may be replaced by duly designated alternates and may be assisted by experts.

(b) The Steering Committee shall review, on the basis of reports submitted to it by the Scientific and Technical Committee, ongoing and future work. It shall decide annually on the projects to be implemented jointly (work programme) and shall establish the budget required for each item of the programme. It shall likewise establish a medium-term work programme.

(c) With regard to the conduct of *in situ* experiments, the Steering Committee shall formulate arrangements relating, in particular, to technical and organizational matters.

(d) The Committee shall meet at least twice a year; it shall be convened alternately by each Contracting Party. The Committee shall be presided over by a delegate of the Contracting Party in which the meeting takes place.

(e) The Steering Committee shall take decisions unanimously.

#### Article 6. SCIENTIFIC AND TECHNICAL COMMITTEE

(a) The Scientific and Technical Committee shall be responsible for formulating proposals, particularly for the work programmes to be decided upon by the Steering Committee, reviewing the progress of work, reporting to the

Steering Committee (article 5 (b)) and discussing all projects in course of preparation, precise and complete descriptions of which shall be exchanged.

(b) Each Contracting Party shall notify the other Contracting Party of the names of the persons or institutions chosen to represent it.

(c) The Scientific and Technical Committee shall meet as often as circumstances require, but at least twice a year. It shall establish its own rules of procedure.

#### Article 7. EXCHANGE OF PERSONNEL

(a) The assignment of personnel to the other Contracting Party shall be regulated on a case-by-case basis by agreement between INIEX and KFA, it being understood that the place and duration of the assignment and the functions to be performed by the person assigned *vis-à-vis* the receiving Party shall be specified in each individual case.

(b) Persons assigned shall be required, within the context specified above, to comply with the provisions and regulations in force in the receiving Party and the instructions given by that Party.

#### Article 8. FINANCE

(a) Each Contracting Party shall bear the costs it incurs in respect of preliminary experiments and transmission of information, and the travel and subsistence costs of its nationals. Costs of travel outside the territory of the two Parties incurred by nationals of one Party at the express request of the other Party shall be borne by the last-mentioned Party.

Nationals of each Contracting Party shall remain subject to the conditions of service of their national employers.

(b) The Contracting Parties shall determine by agreement, on a case-by-case basis, their percentage of financial contributions to joint conduct of the major *in situ* experiments on a true scale provided for in article 2 of this Agreement. It is agreed, however, that the Contracting Party in whose territory the *in situ* experiment is conducted shall provide at least 51 per cent of the Government financial contributions to the cost of the project.

(c) In the event of financial participation by the European Communities or other parties in their projects, the two Contracting Parties shall deduct from their initially agreed financial contributions the subsidies from the Communities or other financial contributions, proportionally to their initial contributions.

(d) At the end of each calendar year, the accounts shall be audited by a Board of Auditors. Each of the Contracting Parties shall designate two members of the Board.

#### Article 9. LIABILITY

(a) The Contracting Parties give no guarantee of the accuracy of the information to be transmitted by them and shall not, therefore, be held liable for the consequences of the use made thereof.

(b) The Contracting Parties shall not present to each other claims arising from injury caused by one Contracting Party to the other Contracting Party or its personnel within the framework of co-operation, unless the injury was caused wilfully or through gross negligence.

Under the same conditions, the Contracting Parties shall exempt each other and the personnel of the other Contracting Party from any liability in the event of claims by third parties against the other Contracting Party or its personnel.

#### *Article 10.* GENERAL PROVISIONS

(a) The participation of each Contracting Party in the programme of co-operation agreed upon in article 2 shall be subject to the laws and regulations applicable to the Contracting Party and the provisions of funds by the appropriate government authority.

(b) The rights and obligations of the Contracting Parties under this Agreement shall also extend to INIEX and KFA, as the institutions responsible for co-ordinating the co-operation. Where other institutions or enterprises are employed as subcontractors by the Contracting Parties, by INIEX or by KFA, the obligations arising from this Agreement shall be incorporated in the contracts with those institutions or enterprises, and the said contracts shall also determine the rights of the institutions or enterprises.

(c) Each Contracting Party shall, to the extent compatible with its national legislation, promote measures to facilitate the performance of the formalities required for such exchange of personnel, import of material and equipment and transfer of funds as are necessary for the implementation of the Agreement.

(d) Nothing in this Agreement shall affect the right of the Contracting Parties to conclude other agreements for the conduct of activities related to the subject-matter of this Agreement.

(e) Any dispute between the Contracting Parties concerning the interpretation or implementation of this Agreement, which cannot be settled by negotiation or any other mutually agreed means, shall be submitted to an Arbitral Tribunal composed of a Chairman and two other members designated by the Contracting Parties.

Should the Contracting Parties fail to agree on the composition of the Arbitral Tribunal or on the designation of the Chairman, the President of the International Court of Justice shall exercise these functions at the request of one of the Contracting Parties.

The Arbitral Tribunal shall decide every dispute in accordance with the provisions of this Agreement and the laws and regulations in force. Any finding by the Arbitral Tribunal as to the facts shall be final and binding on the Contracting Parties.

#### *Article 11.* BERLIN CLAUSE

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

#### *Article 12.* ACCESSION TO THE AGREEMENT BY OTHER PARTIES

This Agreement may, with the consent of the Contracting Parties, be acceded to by other States and international agencies which agree to join in the co-

operation and to comply with the obligations entered into by the Contracting Parties.

*Article 13.* FINAL PROVISIONS

(a) This Agreement shall enter into force on the date of the exchange of notifications that the national requirements for its entry into force have been fulfilled.

(b) This Agreement is concluded for a period of five years; it shall thereafter be extended for successive periods of two years, unless denounced in writing six months before the expiry of any of the above-mentioned periods.

Denunciation shall not affect any arrangements made on the basis of this Agreement which are in course of implementation on the date of denunciation. Intellectual property rights and rights in know-how acquired under articles 3 and 4 of this Agreement shall also be maintained after the termination of this Agreement.

DONE at Brussels on 1 October 1976, in duplicate in the French, Dutch and German languages, all three texts being equally authentic.

For the Government  
of the Kingdom  
of Belgium:

R. VAN ELSLANDE

For the Government  
of the Federal Republic  
of Germany:

P. LIMBOURG

H. MATTHÖFER