

No. 17997

**FEDERAL REPUBLIC OF GERMANY
and
CANADA**

**Agreement on scientific and technological co-operation.
Signed at Bonn on 16 April 1971**

Authentic texts: German, English and French.

Registered by the Federal Republic of Germany on 18 October 1979.

**RÉPUBLIQUE FÉDÉRALE D'ALLEMAGNE
et
CANADA**

**Accord relatif à la coopération scientifique et technique.
Signé à Bonn le 16 avril 1971**

Textes authentiques : allemand, anglais et français.

Enregistré par la République fédérale d'Allemagne le 18 octobre 1979.

AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE FEDERAL REPUBLIC OF GERMANY AND THE GOVERNMENT OF CANADA ON SCIENTIFIC AND TECHNOLOGICAL COOPERATION

The Government of the Federal Republic of Germany and the Government of Canada,

Desirous of strengthening further the close and friendly ties between them,

Wishing to broaden the scope of all aspects of scientific and technological cooperation between the two states, for peaceful purposes and for their mutual benefit,

Recognizing the beneficial effects that such cooperation can have on the quality of life and economic well-being of their respective peoples,

Have agreed as follows:

Article 1. The Contracting Parties undertake, in accordance with the laws and regulations in force in each of the two states, to facilitate and to encourage scientific and technological cooperation and exchanges of information and personnel between the agencies, organizations and enterprises in the public and private sectors of the two states.

Article 2. The Contracting Parties will together determine those areas of cooperative activity to be carried out under this Agreement, and the ways and means of promoting and implementing such activities.

Article 3. In order to promote the implementation of this Agreement the Contracting Parties will consult once a year, or as often as is considered necessary, alternately in the Federal Republic of Germany and in Canada. In particular, the following matters will be subjects for consultation:

- a) The determination of cooperation under this Agreement for the following year,
- b) The discussion of fields of cooperation,
- c) The handling of all problems arising in connection with this Agreement.

Article 4. The costs (including salaries) of visits and exchanges taking place under this Agreement shall be borne by the sending state unless other arrangements are agreed upon between the agencies, organizations and enterprises concerned. Apart from [the] foregoing, the responsibility for any costs which might become necessary for the realization of any projects or programmes embarked upon under this Agreement shall be a matter for consultation and agreement between the Contracting Parties.

Article 5. (1) The exchange of information in the fields covered by this Agreement may take place between the Contracting Parties themselves or between the agencies, organizations and enterprises to be designated by them.

¹ Came into force on 30 June 1971 by an exchange of notifications by which the Contracting Parties informed each other of their approval, in accordance with article 10 (1).

(2) The Contracting Parties and the agencies, organizations and enterprises designated by them may transmit the information obtained to public institutions or those supported by public authorities, and to non-profitmaking organizations or other enterprises. Such a transfer may be limited or precluded by the Contracting Parties or by the agencies, organizations and enterprises designated by them. Transfer to other agencies, organizations or enterprises, or persons shall be precluded or limited if the other Contracting Party or the agencies, organizations or enterprises designated by it so decide before or at the time of the exchange.

(3) Each Contracting Party shall ensure that the recipients entitled to information under this Agreement or under the special arrangements to be concluded for its implementation, do not transfer such information to agencies, organizations or enterprises or persons not authorized to receive such information under this Agreement.

Article 6. (1) This Agreement shall not apply to:

- a) Information of which the Contracting Parties or the agencies, organizations or enterprises designated by them may not dispose because it originates from third parties and its transmittal has been precluded,
- b) Information and ownership of industrial property rights which, by virtue of arrangements concluded with a third party may not be communicated or transferred,
- c) Information which is classified by a 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 arrangement in which provision shall be made for the conditions and procedure of any such transmittal.

(2) Information of value to trade and industry shall be communicated on the basis of special arrangements between the authorized parties specifying the conditions of transmittal.

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

Article 7. The transmittal of information and the supply of materials and equipment under this Agreement or the special arrangements to be concluded for its implementation shall in no way render one Contracting Party liable to the other with regard to the accuracy of the information transmitted or the suitability of the articles supplied for a specific use, unless a special agreement has been reached to this effect.

Article 8. Each of the Contracting Parties shall, in accordance with its own laws and regulations, facilitate the admission and sojourn of nationals of the other state, and of their families, to pursue activities within the framework of this Agreement.

Each of the Contracting Parties shall also facilitate, in accordance with its own laws and regulations, the entry of personal effects of such persons. The host-state shall permit such persons and their families to import at the time of first arrival personal effects in their possession, including one motor vehicle for each household for the duration of their sojourn in the host-state. It will be a condition of entry that such personal effects not be sold, made a gift of or disposed of in any other way unless in conformity with the laws and regulations of the host-state.

Each of the Contracting Parties shall in accordance with its own laws and regulations ensure that any goods which are imported or exported in pursuance of this Agreement shall, where possible, be exempt from customs duties and other charges levied in respect of importation or exportation.

Article 9. This Agreement shall also apply to the Land Berlin, provided that the Government of the Federal Republic of Germany does not make a contrary declaration to the Government of Canada within three months from the entry into force of this Agreement.

Article 10. (1) This Agreement shall enter into force as soon as the two Contracting Parties have notified each other that whatever internal legal approval each may require to give effect to this Agreement has been obtained.

(2) The Agreement shall remain in force for a period of five years and shall subsequently be extended automatically for successive periods of two years, unless it is denounced by one of the Contracting Parties six months prior to the expiry of any such two-year period. If the Agreement ceases to have effect, its provisions shall continue to apply for the period and to the extent necessary to secure the implementation of the special arrangements, which are still applicable on the date the Agreement ceases to have effect.

(3) Amendments to this Agreement shall be effected by the exchange of diplomatic notes.

DONE at Bonn this 16th day of April, 1971, in two copies in each of the German, English and French languages, all three texts being equally authentic.

For the Government
of the Federal Republic of Germany:

[Signed — Signé]¹

For the Government
of Canada:

[Signed — Signé]²

¹ Signed by Walter Scheel — Signé par Walter Scheel

² Signed by Jean Luc Pepin — Signé par Jean Luc Pepin.