

No. 17519

**SPAIN
and
FEDERAL REPUBLIC OF GERMANY**

**Agreement on co-operation in the field of solar energy (with
annex). Signed at Bonn on 5 December 1978**

Authentic texts: Spanish and German.

Registered by Spain on 30 January 1979.

**ESPAGNE
et
RÉPUBLIQUE FÉDÉRALE D'ALLEMAGNE**

**Accord de coopération dans le domaine de l'énergie solaire
(avec annexe). Signé à Bonn le 5 décembre 1978**

Textes authentiques : espagnol et allemand.

Enregistré par l'Espagne le 30 janvier 1979.

[TRANSLATION — TRADUCTION]

AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE KINGDOM OF SPAIN AND THE GOVERNMENT OF THE FEDERAL REPUBLIC OF GERMANY ON CO-OPERATION IN THE FIELD OF SOLAR ENERGY

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

Considering the friendly relations existing between the two States;

Bearing in mind their common interest in the development of scientific research and technological development;

Recognizing the benefits of close co-operation in pursuing scientific studies on solar energy and solar technology; and

Acting in accordance with the provisions of article 1, paragraph 3, of the Basic Agreement on co-operation in the field of scientific research and technological development (hereinafter referred to as the “Basic Agreement”), concluded by the two Governments on 23 April 1970;²

Have agreed as follows:

Article 1. The Government of the Kingdom of Spain and the Government of the Federal Republic of Germany shall promote the execution by official institutions and private bodies of joint programmes and studies concerning research and development in the field of solar energy.

Article 2. 1. Research and development in the field of solar energy may include, but shall not be limited to, the areas listed below:

- (a) Studies and research on components utilizing solar energy, such as collectors, converters and storage equipment;
- (b) Thermal application of solar energy systems for domestic and industrial use;
- (c) Utilization of solar energy in power plants and related applications.

2. For the implementation this Agreement, scientific or industrial agreements may be entered into between the official institutions and private bodies of the two Parties. Such agreements must be approved by the Governments of both Parties and shall be governed by the provisions of this Agreement once such approval has been obtained. Such agreements shall deal, *inter alia*, with the following matters:

- (a) Provision of technical installations and infrastructure;
- (b) Project financing;
- (c) Project organization;

¹ Applied provisionally from 5 December 1978, the date of signature, and came into force definitively on 13 December 1978, the date of the latter of the notifications (effected on 7 and 13 December 1978) by which the Contracting Parties informed each other of the fulfilment of their domestic requirements, in accordance with article 15.

² Registered with the Secretariat of the United Nations on 29 April 1981 under No. I-19761.

- (d) Exchange and utilization of data, patent regulations, industrial property rights;
- (e) Arbitration of disputes;
- (f) Negotiation of damages;
- (g) Cessation of co-operation;
- (h) Responsibility.

3. The exchange and utilization of data, patent regulations and industrial property rights may be governed, *inter alia*, by the applicable provisions established by the International Atomic Energy Agency.

4. It is expected that co-operation will begin with the following projects:

- (a) Installation and operation of a testing station for solar components and systems;
- (b) Development, installation, testing and operation of solar prototypes for heating, cooling and desalinization;
- (c) Installation, testing and operation of a power plant prototype and development of a high-power solar power plant suitable for mass production.

Article 3. 1. The bodies responsible for supervising and co-ordinating co-operation undertaken in accordance with this Agreement shall be the Ministry for Industry and Energy, on the Spanish side, and the Federal Ministry for Research and Technology, on the German side.

2. Each of the aforementioned Ministries shall designate an individual who shall be responsible for co-ordination.

Article 4. 1. Matters relating to the importation and exportation of goods, equipment and documentation pertaining to the implementation of this Agreement, as well as to the taxation of the income of individuals and the importation and exportation of items intended for the personal use of the scientists and technical and research personnel working under the agreements concluded in implementation of this Agreement, shall be governed by the provisions of article 8 of the Basic Agreement.

2. The exchange of information between the Contracting Parties or between the participants in the programmes and projects established in implementation of this Agreement shall be governed by the provisions of articles 5, 6 and 7 of the Basic Agreement.

3. Problems pertaining to responsibility for damages, to which reference is made in article 7, paragraph 2, of the Basic Agreement, shall be governed in each case by the agreements entered into in implementation of the programmes and projects elaborated under this Agreement.

4. The provisions of the Basic Agreement shall be applicable, for purposes of the implementation of this Agreement, to all matters not specified in the latter instrument.

Article 5. 1. Within the framework of their domestic legislation, the two Parties shall ensure that all facilities required for effective co-operation are made available and shall transmit to one another without delay all information required in this regard.

2. The two Parties shall guarantee to participants in the projects and programmes agreed upon in implementation of this Agreement that freedom of investigation shall be protected.

Article 6. 1. With a view to the realization of programmes and projects on co-operation in the field of solar energy, a Spanish-German Joint Centre may be established.

2. The State in whose territory the Joint Centre is situated shall make available all possible facilities for the utilization of the site and its developments, as outlined in the annex to this Agreement.

3. Additional development costs arising out of the implementation of programmes or projects shall be borne by the participants in those programmes or projects.

Article 7. 1. The Spanish-German Joint Centre shall consist of a complex of sites, services, installations, laboratories and other facilities suitable for the pursuit of co-operative efforts.

2. Its objective shall be to conduct research and tests and to develop projects and programmes covering the various applications of solar energy.

3. The costs pertaining to the Joint Centre shall be attributed to the projects and programmes carried out at the Centre in a manner to be agreed upon by the Contracting Parties.

4. The Joint Centre shall be headed by a Director, who shall be a national of the Party in which the Centre is situated.

Article 8. 1. A testing station for solar components and systems, as envisaged in article 2, paragraph 4 (a), of this Agreement, shall be installed and operated at the Joint Centre. The station may be utilized jointly in all the projects and programmes carried out at the Joint Centre.

2. Various projects and programmes may be carried out at the Joint Centre. A Chief shall be appointed for each one and shall be responsible for the operation and administration of the project or programme.

3. When a number of projects or programmes are being carried out simultaneously at the Joint Centre, their Chiefs shall constitute a Governing Board which shall oversee the operation and utilization of the common areas and of the station envisaged in paragraph 1 of this article. The Governing Board shall be presided over by the Director of the Joint Centre who is to be appointed in accordance with article 7.

Article 9. The supplies required for the operation of the joint projects and programmes shall be determined for each project by the participants therein, with due regard for the industrial capabilities of the country in which the project is being carried out.

Article 10. 1. Each Contracting Party shall grant to the permanent and temporary staff of the Joint Centre who are not its nationals such facilities and permits as are required for their employment, residence, entry and departure and for the transfer of currency, in accordance with its domestic legislation and the agreements in force between the two Parties.

2. The same provisions shall apply to members of the household residing with the persons referred to in the preceding paragraph.

Article 11. 1. In the event that a third State expresses a desire to participate in the co-operation envisaged in this Agreement, the Contracting Parties shall consider this possibility, bearing in mind the spirit of international scientific co-operation and, where appropriate, shall negotiate the terms for such cooperation with that third country.

2. In the event that official institutions or private bodies of third countries express a desire to participate in the projects or programmes envisaged within the framework of this Agreement, or which are already being carried out, the Contracting Parties shall consider this possibility, bearing in mind the spirit of international scientific co-operation and with the agreement of the official institutions and private bodies participating in the programmes or projects concerned and, where appropriate, shall undertake the required negotiations.

Article 12. 1. Disputes relating to the interpretation or application of this Agreement shall be resolved, wherever possible, by the Governments of the two Contracting Parties through the diplomatic channel.

2. In the event that any dispute cannot be resolved in this manner within a period of six months, either Contracting Party may, through the diplomatic channel, request the establishment of an arbitral tribunal.

3. In each case, the arbitral tribunal shall be constituted by each Contracting Party designating one member, and those two members shall jointly propose another person, who shall be a national of a third State—to be designated by the Contracting Parties—to serve as President. The members shall be designated within two months, and the President, within three months, from the time either Contracting Party has communicated to the other through the diplomatic channel that it wishes to submit the dispute to an arbitral tribunal.

4. If the time-limits laid down in paragraph 3 are not complied with, either Contracting Party may, unless otherwise agreed, request the President of the International Court of Justice to make the appointments in question. If the President is a national of either Contracting Party or is otherwise unable to act, the Vice-President shall make the appointments. If the Vice-President also is a national of either Contracting Party or also is otherwise unable to act, the member of the International Court of Justice who follows him in rank and is not a national of either Contracting Party shall make the appointments.

5. The arbitral tribunal shall render its decision by majority vote on the basis of the agreements in force between the Contracting Parties and international common law. Its decisions shall be binding. Each Contracting Party shall defray the expenses of its own arbitrator and the expenses occasioned by its representation in the proceedings before the arbitral tribunal; the expenses of the President and any remaining expenses shall be shared equally by the two Contracting Parties. The arbitral tribunal may adopt different regulations regarding expenses. The arbitral tribunal shall, moreover, adopt its own rules of procedure.

Article 13. 1. The Contracting Party in whose territory the projects are carried out shall, in accordance with its domestic legislation and the recognized rules of international law, guarantee the protection of such possessions and property of the official institutions and private bodies of the other Contracting Party as are directly related to the project installations.

2. If for any reason the co-operation agreed upon in this Agreement is terminated by the two Contracting Parties, or if a participant in a project or

programme agreed upon within the framework of this Agreement terminates his role in the said project, the Contracting Party in whose territory the project was being carried out shall permit the participant of the other Contracting Party in the said programme or project freely and without delay to dispose of all the resources thereof, consisting of the property and rights relating thereto. This provision shall apply as well to the property and rights over which the said participant in the project or programme enjoys the exclusive right of disposal.

3. The State in whose territory the Joint Centre is situated shall, for its part, enjoy the same rights with regard to its own resources.

Article 14. This Agreement shall also apply to *Land Berlin*, unless the Government of the Federal Republic of Germany makes a declaration to the contrary to the Government of the Kingdom of Spain within three months following the entry into force of this Agreement.

Article 15. This Agreement shall be applied provisionally from the date of its signature and shall enter into force on the date on which the Contracting Parties notify each other of the fulfilment of their domestic requirements for its entry into force.

This Agreement shall remain in force for a period of five years and may be tacitly renewed for successive periods of one year, unless one of the Parties denounces it in writing at least six months prior to its expiry.

In the event that this Agreement is denounced, its provisions and the agreements entered into between official institutions or private bodies of the two Parties shall continue to apply for the time and to the extent necessary to ensure the execution of projects agreed upon prior to the said denunciation.

DONE at Bonn on 5 December 1978 in two copies, in the Spanish and German languages, the two texts being equally authentic.

For the Government
of the Kingdom of Spain:

[Signed]

EMILIO GARRIGUES Y DÍAZ-CAÑABATE
Ambassador of Spain in Bonn

For the Government
of the Federal Republic of Germany:

[Signed]

PETER HERMES
Under-Secretary for Foreign Affairs

[Signed]

U. HAUNSCHILD
Under-Secretary in the Federal
Ministry for Research and Technology

ANNEX

(a) The State in whose territory the Joint Centre is situated shall determine the site on which the Centre will be located. The site may also be shared with other projects, but in any case, the use of the parcel occupied by the Joint Centre shall be accorded free of charge.

(b) The body which officially represents the State in whose territory the Joint Centre is situated shall make available the following facilities at no cost to the joint programmes or projects:

1. A summary geological report on the site of the Joint Centre, if deemed desirable for the project;
 2. Major site development roads;
 3. Water and sewer connections and electrical lines along the major site development roads;
 4. Telephone line and connection with the national telephone network along the major site development roads.
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