

No. 18306

**SPAIN
and
ARGENTINA**

**General Agreement on scientific and technological co-
operation. Signed at Buenos Aires on 12 December
1972**

Authentic text: Spanish.

Registered by Spain on 22 February 1980.

**ESPAGNE
et
ARGENTINE**

**Accord de base relatif à la coopération scientifique et tech-
nologique. Signé à Buenos Aires le 12 décembre 1972**

Texte authentique : espagnol.

Enregistré par l'Espagne le 22 février 1980.

[TRANSLATION — TRADUCTION]

GENERAL AGREEMENT¹ ON SCIENTIFIC AND TECHNOLOGICAL CO-OPERATION BETWEEN THE SPANISH STATE AND THE ARGENTINE REPUBLIC

His Excellency the Head of the Spanish State and his Excellency the President of the Argentine Republic,

Considering the close links of history and friendship between the two nations,

Bearing in mind their common interest in promoting science and technology, and

Recognizing the advantages which both States would derive from strengthening their existing relations in the area of scientific and technological co-operation,

Have decided to conclude an Agreement thereon, for which purpose they have appointed as their Plenipotentiaries:

His Excellency the Head of the Spanish State: His Excellency Mr. José Sebastián de Erice y O'Shea, Ambassador Extraordinary and Plenipotentiary;

His Excellency the President of the Argentine Republic: His Excellency (Ret.) Brigadier Eduardo F. McLoughlin, Minister for Foreign Affairs and Worship;

who have agreed as follows:

Article 1. 1. The High Contracting Parties shall encourage co-operation for peaceful purposes in scientific research and technological development between the two States.

2. The specific sectors of co-operation shall be the subject of special agreements within the framework of this General Agreement, to be concluded between the High Contracting Parties or, with their consent, between agencies designated by them. Such special agreements shall be concluded by the respective Ministries of Foreign Affairs, shall govern the content and scope of the relevant co-operation and shall specify the agencies responsible for their implementation.

Article 2. 1. The co-operation shall cover in particular:

- (a) Exchange of scientific and technological information;
- (b) Exchange and training of scientists, experts and technical personnel;
- (c) Joint, co-ordinated conduct of programmes of research and technological development;
- (d) Utilization of scientific and technical facilities.

2. The High Contracting Parties shall, in accordance with the special agreements, facilitate the provision of material and equipment needed for developing the stipulated co-operation.

¹ Came into force on 31 March 1973 by the exchange of the instruments of ratification, which took place at Madrid, in accordance with article 10 (1).

3. The special agreements adopted in accordance with article 1, paragraph 2, shall determine who shall have access to the results obtained in the joint research or development activities.

Article 3. 1. The travel costs of scientists and technical personnel exchanged under this General Agreement shall be borne by the sending State; the maintenance costs of such personnel shall be borne by the receiving State.

2. The financing of the costs of co-operation in the joint, co-ordinated research and technological development activities and the utilization of scientific and technical facilities shall be governed by special agreements to be concluded in accordance with article 1, paragraph 2.

Article 4. 1. To promote the implementation of this General Agreement and evaluate its results, and also to promote developments of mutual interest, a Spanish-Argentine Joint Commission for scientific and technological development shall be established.

2. The Joint Commission shall normally meet once a year alternately in the Argentine Republic and in Spain.

3. To constitute the Joint Commission, each Party shall appoint a Chairman, from its own Ministry of Foreign Affairs, and a maximum of five representatives, accompanied by the number of experts deemed necessary, from public or private institutions engaged in scientific research and technological development.

4. All the Spanish-Argentine technical projects prepared by the different Ministries and public and private institutions of the two countries shall be communicated to their respective Ministries of Foreign Affairs for due co-ordination and subsequent consideration by the Joint Commission.

Article 5. 1. Information may be exchanged between the Contracting Parties themselves or the agencies designated by them, in accordance with the relevant special agreements.

2. Each Party may communicate the information received from the other Party to public institutions, institutions maintained by the public sector and agencies or enterprises in the public service. Such communication may be restricted or prohibited by the Contracting Parties or by the agencies designated by them in the special agreements that they may conclude. Communication to other agencies or persons shall be prohibited or restricted if the other Contracting Party or the agencies designated by it so stipulate before or during the exchange of information.

3. Each Party shall guarantee that persons authorized to receive information under this General Agreement or the special agreements that may be concluded to implement it will not communicate such information to agencies or persons not authorized to receive it under this General Agreement or the special agreements that may be concluded.

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

- (a) Information to which the Contracting Parties or the agencies designated by them may not have access because such information comes from third parties and its transmittal is prohibited;
- (b) Information and also property rights or industrial protection rights which, by virtue of an agreement with another Government, must not be communicated or revealed.

2. Information of commercial value shall be communicated by virtue of special agreements which shall at the same time prescribe the conditions governing its transmittal.

Article 7. 1. Unless otherwise specifically provided, the communication of information and the provision of material and equipment under this General Agreement and any special agreements that may be concluded to implement it shall not imply any responsibility on the part of the Parties for the accuracy of the information transmitted or the suitability of the material provided for a specific purpose.

2. Special agreements that may be concluded in accordance with article 1, paragraph 2, shall, as appropriate, determine:

- (a) Liability for damage or injury caused to third parties in connection with the communication of information, provision of material and equipment or exchange of personnel, in accordance with this General Agreement and any special agreements that may be concluded to implement it;
- (b) Liability for damage or injury caused to the personnel of one of the Parties or of an agency designated by it, within the context of the operation of this General Agreement and of any special agreements that may be concluded to implement it, and also any insurance that may be required to cover risks of this nature;
- (c) Liability for damage or injury caused to one of the Parties by actions or omissions of the other Party or by the personnel of an agency designated by it.

Article 8. 1. Both Governments shall, upon completion of the formalities required under their respective domestic laws, grant exemption from customs duties and other charges on articles imported or exported under the terms of any special agreements that may be concluded.

2. Both Governments shall, upon completion of the formalities required under their respective domestic laws, authorize scientists, technical personnel and researchers who travel from their territory of origin to that of the other Party, under the terms of special agreements that may be concluded in accordance with article 1, paragraph 2, to import and export free of duties and charges, during their stay in the territory of the other Party, articles intended for their personal use and that of their family members, including one automobile per family.

Article 9. 1. Differences of opinion concerning the interpretation or implementation of this General Agreement shall be settled by agreement between the Parties.

2. Where a solution cannot be reached in this manner, the differences shall be settled by an arbitration procedure established by agreement between the two Governments.

Article 10. 1. This General Agreement shall be ratified and shall enter into force on the date of signature of the exchange of instruments of ratification.

2. This General Agreement shall have a term of five years and shall be renewed, in each instance, for successive periods of one year, unless one of the Contracting Parties denounces it at least six months before the expiry of any such period. If the General Agreement ceases to have effect as a consequence of its

denunciation by one of the Contracting Parties, its provisions shall remain in effect for the length of time and to the extent needed to ensure the implementation, for as long as they remain in force, of any special agreements that may have been concluded in accordance with article 1, paragraph 2, and are still in force at the time the General Agreement has expired.

DONE in the city of Buenos Aires, capital of the Argentine Republic, on 12 December 1972, in two original copies, both being equally authentic.

For the Spanish State:

[Signed]

SEBASTIÁN DE ERICE Y O'SHEA
Ambassador Extraordinary
and Plenipotentiary

For the Argentine Republic:

[Signed]

EDUARDO F. MCLOUGHLIN
Minister for Foreign Affairs
and Worship