

No. 19761

**SPAIN
and
FEDERAL REPUBLIC OF GERMANY**

**Basic Agreement on co-operation in the field of scientific
research and technological development. Signed at
Madrid on 23 April 1970**

Authentic texts: Spanish and German.

Registered by Spain on 29 April 1981.

**ESPAGNE
et
RÉPUBLIQUE FÉDÉRALE D'ALLEMAGNE**

**Accord de base relatif à la coopération dans le domaine de
la recherche scientifique et du développement technolo-
gique. Signé à Madrid le 23 avril 1970**

Textes authentiques : espagnol et allemand.

Enregistré par l'Espagne le 29 avril 1981.

[TRANSLATION — TRADUCTION]

BASIC AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE SPANISH STATE AND THE GOVERNMENT OF THE FEDERAL REPUBLIC OF GERMANY ON CO-OPERATION IN THE FIELD OF SCIENTIFIC RESEARCH AND TECHNOLOGICAL DEVELOPMENT

The Government of the Spanish State and the Government of the Federal Republic of Germany,

Considering the friendly relations existing between their States,

In view of their common interest in promoting scientific research and technological development,

Recognizing the advantages which both States would derive from close scientific and technological co-operation,

Have agreed as follows:

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

2. The areas of co-operation shall be determined in each case between the two Contracting Parties.

3. The individual sectors of co-operation shall be the subject of special agreements to be concluded between the Contracting Parties or, with their consent, between agencies designated by them. Such agreements shall govern the content and scope of co-operation in the individual sectors and shall specify the agencies responsible for their implementation.

Article 2. 1. The co-operation may take the following forms:

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

2. The Contracting Parties shall, as far as they are able to do so, facilitate the provision of material and equipment.

3. The special agreements adopted in accordance with article 1, paragraph 3, 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 Basic Agreement shall be borne by the sending State; the maintenance costs of such personnel shall be borne by the receiving State.

¹ Came into force on 16 March 1971, the date of the last of the notifications (effected on 10 and 16 March 1971) by which the Parties informed each other of the completion of the required constitutional procedures, in accordance with article 11 (1).

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 and plants shall be governed by special agreements to be concluded in accordance with article 1, paragraph 3.

Article 4. 1. To promote the implementation of this Basic Agreement and of the special agreements envisaged in it, a Spanish-German Joint Commission for Scientific and Technological Co-operation shall be established.

2. The Joint Commission shall normally meet once a year alternately in Germany and in Spain. The Commission may designate expert groups to study special issues.

Article 5. 1. Information may be exchanged between the Contracting Parties themselves or the agencies designated by them.

2. The Contracting Parties may communicate the information received to public institutions, institutions maintained by the public sector and institutions 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 any special agreements that they may conclude in accordance with article 1, paragraph 3. 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 Contracting Party shall guarantee that persons authorized to receive information under this Basic Agreement or any 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 Basic Agreement or the special agreements that may be concluded in accordance with article 1, paragraph 3.

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

- (a) Information which the Contracting Parties or the agencies designated by them may not release 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 agreements with another Government, must not be communicated or transferred.

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.

3. This article shall be applied in accordance with the laws and other provisions in effect in the territory of each Contracting Party.

Article 7. 1. Unless otherwise specifically provided, the communication of information and the provision of material and equipment under this Basic Agreement and any special agreements that may be concluded to implement it shall not imply any responsibility on the part of the Contracting 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 3, shall, as appropriate, regulate:

(a) With respect to relations between the Contracting Parties or the agencies designated by them:

- 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 Basic Agreement and any special agreements that may be concluded to implement it;
- Liability for damage or injury caused to the personnel of one of the Contracting Parties or of an agency designated by it under the terms of this Basic 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;

(b) Liability for damage or injury caused to one of the Contracting Parties by actions or omissions of the other Contracting Party or by actions or omissions of the personnel of an agency designated by it.

Article 8. 1. The Government of the Federal Republic of Germany shall guarantee, within the framework of the national legislation in force in each case, that goods imported or exported pursuant to any special agreements that may be concluded in accordance with article 1, paragraph 3, are, as far as possible, exempt from payment of customs duties and other charges levied on imports or exports. The Government of the Spanish State shall, while observing such formalities as it may deem necessary in each case, authorize the import and export of articles free of customs duties and charges under any special agreements that may be concluded in accordance with article 1, paragraph 3.

2. For the purposes of the taxation of the income of individuals resident in the territory of one Contracting Party who move to the territory of the other Contracting Party pursuant to this Basic Agreement or any special agreement that may be concluded for its implementation in accordance with article 1, paragraph 3, the provisions of the Convention of 5 December 1966 between the Federal Republic of Germany and the Spanish State for the avoidance of double taxation and the prevention of fiscal evasion with respect to taxes on income and on capital¹ in the text now in effect or in that of the agreement which replaces it shall apply.

3. The Government of the Federal Republic of Germany shall, within the framework of the national legislation in force in each case, permit scientists and technical and research personnel working under the terms of any special agreements that may be concluded in accordance with article 1, paragraph 3, to import and export during their stay, free of customs duty or security, articles intended for their personal use and that of their families, including one motor vehicle per family. The Government of the Spanish State shall, while observing such formalities as it deems necessary in each case, permit the temporary import and export of the furniture and personal effects of scientists and technical and research personnel working under the terms of any special agreements that may be concluded in accordance with article 1, paragraph 3, and their families free of customs duties and other charges levied on imports and exports and without payment of any security when they move to the sovereign territory of the Contracting Parties. The temporary exemption from customs duty shall also apply to one motor vehicle per family.

¹ See p. 135 of this volume.

Article 9. 1. Disputes relating to the interpretation or application of this Basic Agreement shall be resolved, wherever possible, by the Contracting Parties.

2. In the event that any dispute cannot be resolved by direct negotiation, either Contracting Party may demand that it be submitted to the Permanent Court of Arbitration at The Hague for a decision. The decision shall be binding on both Contracting Parties.

Article 10. 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 Spanish State within three months following the entry into force of this Agreement.

Article 11. 1. This Basic Agreement shall enter into force on the date on which the Contracting Parties notify each other that the constitutional requirements for its entry into force have been fulfilled.

2. This Basic Agreement shall have a term of five years renewable, in each instance, for successive periods of one year, unless one of the Contracting Parties denounces the Basic Agreement at least six months before the expiry of any such period. If the Basic Agreement ceases to have effect as a consequence of its denunciation, its provisions shall remain in effect for the length of time and to the extent needed to ensure the implementation of any special agreements that may be concluded in accordance with article 1, paragraph 3, and that are still in force at the time the Basic Agreement expires. The denunciation shall not affect the term of any special agreements which may be concluded in accordance with article 1, paragraph 3, of this Basic Agreement.

DONE at Madrid, on 23 April 1970, in two copies, one in the Spanish language and the other in the German language, both texts being equally authentic.

For the Government
of the Spanish State:

[Signed]

GREGORIO LÓPEZ BRAVO

For the Government
of the Federal Republic of Germany:

[Signed]

WALTER SCHEEL