

No. 21146

**MEXICO
and
ITALY**

Basic Agreement on technical co-operation. Signed at Mexico City on 28 March 1981

Authentic texts: Spanish and Italian.

Registered by Mexico on 9 July 1982.

**MEXIQUE
et
ITALIE**

Accord-cadre de coopération technique. Signé à Mexico le 28 mars 1981

Textes authentiques : espagnol et italien.

Enregistré par le Mexique le 9 juillet 1982.

[TRANSLATION — TRADUCTION]

BASIC AGREEMENT¹ ON TECHNICAL CO-OPERATION BETWEEN THE GOVERNMENT OF THE UNITED MEXICAN STATES AND THE GOVERNMENT OF THE ITALIAN REPUBLIC

The Government of the United Mexican States and the Government of the Italian Republic, desiring to strengthen further their friendly relations and prompted by the mutual desire to promote and develop bilateral technical co-operation in the interests of both countries,

Have agreed as follows:

Article I. Both Parties shall, within the scope of the legislation in force in their respective countries, encourage technical co-operation programmes for development, in accordance with their capabilities and needs. The Parties may call upon government bodies, local agencies and specialized institutes and agencies to implement the programmes.

The Parties reserve the right to conclude, where they deem it necessary, additional protocols to this Agreement governing their co-operation in specific sectors.

Article II. For the purposes of this Agreement, co-operation between the Parties may take any of the following forms:

- (a) Promotion of the activities of experts, researchers, technicians or specialists who will:
 - (1) Participate in research;
 - (2) Collaborate in the training of scientific and technical personnel;
 - (3) Provide scientific and technical co-operation in relation to specific problems; and
 - (4) Contribute to the study of jointly selected projects;
- (b) Participation in studies, vocational or technical and scientific training programmes, experimental projects and other related activities;
- (c) Provision of equipment, instruments, materials and services as required for the completion of projects and programmes;
- (d) Promotion of individual participation in post-graduate and specialized studies, training courses and travel-study grants for the purpose of receiving instruction or practical experience in institutions of higher learning, research institutions and other organizations;
- (e) Participation in the establishment of institutes or centers for training or vocational specialization, research centres and workshops;
- (f) Participation in co-operation programmes which are organized or administered by international organizations or agencies and are of interest to both Parties; and
- (g) Other forms of technical co-operation agreed upon by the Parties.

Article III. Both Parties shall do their utmost to ensure that, after a suitable period of time, the experts and specialists referred to in the preceding article shall be gradually

¹ Came into force on 27 January 1982, the date on which the Parties notified each other of the completion of their legal formalities, in accordance with article XI.

replaced in their duties by local personnel, whose training and specialized training shall be given consideration as a matter of priority under each of the programmes.

Article IV. For the implementation of this Agreement, a Mexican-Italian Joint Commission for bilateral technical co-operation shall be established. The Joint Commission shall meet every two years, or whenever it is considered essential, in Mexico and Italy alternately. The members of the Commission shall be appointed by their respective Governments through the diplomatic channel in advance of each meeting.

Article V. The Joint Commission shall examine matters relating to the implementation of this Agreement, determine the biennial programme of activities to be undertaken, periodically review the programme as a whole and make recommendations to the two Parties. It may also suggest the convening of special meetings to consider specific projects or subjects.

Article VI. The appointments of the personnel who are to implement the co-operation programmes referred to in the preceding articles must be approved by the competent authorities of the host country. Such approval may be withdrawn before the termination of an assignment only in exceptional cases and after prior consultation between the two Parties.

Personnel exchanged under this Agreement shall be subject to the domestic legislation in force in their place of work. Such personnel may not engage in the host country in any activity unrelated to their duties without the prior authorization of the Parties.

Article VII. The two Parties shall define the status of personnel sent to the territory of the host Party and shall facilitate the entry and exit of the specialists and of previously selected equipment and materials from the other country which are to be used in any joint activity. These facilities shall be granted within the limits of the domestic legislation in force in the host country and shall be determined through the diplomatic channel.

Article VIII. Technical or scientific information may be exchanged directly between the agencies designated by the Parties, in particular research institutes, documentation centres and specialized libraries.

Dissemination of the aforementioned information may be prohibited or limited when the other Party or the agencies designated by it so agree, before or during the exchange.

The Party receiving the specialists shall appoint auxiliary personnel and offer professional support at other levels as needed for the implementation of a programme.

The specialists shall give the counterpart personnel in the host country all necessary and agreed technical information relating to the methods and practices employed in their respective fields of work and to the principles on which such methods and practices are based.

Article IX. The financing terms and the procedures for technical co-operation referred to in this Agreement shall be agreed upon, in each case, while a particular programme is being drawn up.

Specialists sent by the Parties under the terms of this Agreement who are to perform their functions within the sphere of competence of the host Party shall continue to be financed by the sending Party but shall, in carrying out specific duties related to the co-operation programme, furnish information on their work and research to the host Party. Such specialists may receive only the remuneration stipulated by the Parties.

Article X. The provisions of this Agreement shall govern any supplementary agreement concluded in the area of technical co-operation.

Article XI. This Agreement shall enter into force on the date on which the Parties notify each other of the completion of the formalities required under the legislation of their respective countries.

This Agreement shall remain in force for an indefinite period and may be denounced at any time by either Party, in which case it shall cease to have effect six months after the date of receipt of such notification.

Such termination shall not affect the continuation of projects in progress or the period of validity of any special agreements concluded on the basis of this Agreement.

DONE at Mexico City, D.F., on 28 March 1981, in duplicate in the Spanish and Italian languages, both texts being equally authentic.

For the Government
of the United Mexican States:

[Signed]

JORGE CASTAÑEDA
Secretary for Foreign Affairs

For the Government
of the Italian Republic:

[Signed]

EMILIO COLOMBO
Minister for Foreign Affairs
