

No. 22420

**FEDERAL REPUBLIC OF GERMANY
and
SAUDI ARABIA**

**Agreement on co-operation in the field of scientific
research and technological development. Signed at
Riyadh on 7 January 1980**

Authentic texts: German, Arabic and English.

Registered by the Federal Republic of Germany on 31 October 1983.

**RÉPUBLIQUE FÉDÉRALE D'ALLEMAGNE
et
ARABIE SAOUDITE**

**Accord de coopération dans le domaine de la recherche
scientifique et du développement technologique. Signé
à Riyad le 7 janvier 1980**

Textes authentiques: allemand, arabe et anglais.

Enregistré par la République fédérale d'Allemagne le 31 octobre 1983.

AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE FEDERAL REPUBLIC OF GERMANY AND THE GOVERNMENT OF THE KINGDOM OF SAUDI ARABIA ON COOPERATION IN THE FIELD OF SCIENTIFIC RESEARCH AND TECHNOLOGICAL DEVELOPMENT

The Government of the Federal Republic of Germany and the Government of the Kingdom of Saudi Arabia (hereinafter referred to as the “Contracting Parties”),

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

Wishing to broaden the 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 shall promote cooperation between the two countries in the fields of scientific research and technological development through the Federal Ministry for Research and Technology of the Federal Republic of Germany (hereinafter referred to as BMFT) and the Saudi National Centre for Science and Technology (hereinafter referred to as SANCST) which will implement this Agreement.

Article 2. (1) Both Contracting Parties shall jointly determine the fields in which cooperation as referred to in art. 1 shall be promoted in particular.

They agree that in the beginning priority shall be given to the fields of energy research, water desalination, hydrology, irrigation technology, geology and transport systems.

(2) Substance, scope and implementation of cooperation may be the subject of special arrangements to be concluded between the two Contracting Parties through BMFT and SANCST or such agencies as are designated by them. The special arrangements shall, as far as necessary, determine all details of cooperation in individual cases.

Article 3. The cooperation may include in particular:

- The exchange of scientific and technological information, including research and development results,
- The exchange of scientists and other research personnel,
- The execution of joint or coordinated research and development projects,

¹ Came into force on 24 March 1982, the date of receipt of the last of the notifications (of 13 April 1981 and 23 March 1982) by which the Contracting Parties informed each other that the required internal legal approval had been obtained, in accordance with article 13 (1).

- Training in connection with joint research activities,
- Participation in the establishment and development of scientific and technological research organizations,
- Facilitation of contacts and promotion of cooperation between scientific and technological organizations including concerned industrial research facilities.

Article 4. (1) The cost of sending scientists and other research personnel of a Contracting Party to the territory of the other Contracting Party shall be borne by the sending State, subject to the conclusion of special arrangements.

(2) The financing of the research and development programmes, including their implementation under this Agreement, shall be dealt with by the special arrangements to be made in accordance with para. 2 of article 2.

Article 5. Representatives of the Contracting Parties shall meet in order to promote the implementation of this Agreement and of the special arrangements made in accordance with para. 2 of article 2, in order to inform each other about the progress of the work of mutual interest and in order to deliberate over the measures, if any, to be taken. These meetings shall take place as and when required, as a rule, however, once a year within the meeting of the Joint Commission as agreed upon in the Memorandum on Cooperation between the Government of the Federal Republic of Germany and the Government of the Kingdom of Saudi Arabia signed on 31 January 1977. Experts may be called in for the discussion of particular questions.

Article 6. Subject to approval by both Contracting Parties, research institutions of third countries may be invited to participate in selected cooperation programmes of projects.

Article 7. (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.

(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 similar 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 8. (1) This Agreement shall not apply to

- (a) Information of which the Contracting Parties of 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.

(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 9. In respect of the transmittal of information and the supply of materials and equipment under this Agreement or the special arrangements to be concluded for its implementation, each Contracting Party or agency designated by it shall take appropriate measures to safeguard the accuracy of the information transmitted or the suitability of the materials and equipment supplied for a specific use. No liability will ensue from such transmittal or supply unless specifically stipulated.

Article 10. 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.

[*Article 11.*] Disputes concerning the interpretation or application of the present Agreement shall be settled in mutual consultations between the two Contracting Parties.

Article 12. The present Agreement shall also apply to Land Berlin, provided that the Government of the Federal Republic of Germany does not make a contrary declaration to the Government of the Kingdom of Saudi Arabia within three months of the date of entry into force of this Agreement.

Article 13. (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 five years, unless it is denounced by one of the Contracting Parties six months prior to the expiry of any such five-year period.

(3) 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.

DONE at Riyadh on 7 January 1980 in duplicate in the German, Arabic and English languages, all three texts being authentic. In case of divergent interpretations of the German and Arabic texts, the English text shall prevail.

[Signed— Signé]¹
[Signed— Signé]²

[Signed— Signé]³

For the Government
of the Federal Republic of Germany

For the Government
of the Kingdom of Saudi Arabia

¹ Signed by Vestring — Signé par Vestring.

² Signed by Lambsdorff — Signé par Lambsdorff.

³ Signed by Mohammed Abakhail — Signé par Mohammed Abakhail.