No. 22920

## MEXICO and IRAN

### Basic Agreement on scientific and technical co-operation. Signed at Tehran on 21 July 1975

Authentic texts: Spanish and Farsi. Registered by Mexico on 25 May 1984.

# MEXIQUE et IRAN

## Accord de base relatif à la coopération scientifique et technique. Signé à Téhéran le 21 juillet 1975

Textes authentiques : espagnol et farsi. Enregistré par le Mexique le 25 mai 1984.

#### [TRANSLATION - TRADUCTION]

#### BASIC AGREEMENT' ON SCIENTIFIC AND TECHNICAL CO-OPERATION BETWEEN THE GOVERNMENT OF THE UNITED MEXICAN STATES AND THE IMPERIAL GOVERNMENT OF IRAN

The Government of the United Mexican States and the Imperial Government of Iran,

Desiring to continue strengthening the close and friendly relations existing between their countries,

Inspired by a common interest in encouraging mutual co-operation in order to promote scientific and technological development for peaceful purposes, in accordance with the economic and social development objectives of both countries,

Have agreed as follows:

Article I. The Parties shall promote technical and scientific co-operation between the two States and to that end shall formulate a programme with specific objectives and projects, taking particular account of areas of mutual interest.

Article II. 1. For the purposes of this Agreement, co-operation between the two countries may take any of the following forms:

(a) Facilitation of the services of teachers, researchers, technicians or specialists (hereinafter referred to as "specialists"), for the purpose of:

- (i) Participating in research;
- (ii) Co-operating in the training of scientific and technical personnel;
- (iii) Providing scientific and technical assistance in connection with specific problems; and
- (iv) Contributing to the study of projects selected jointed by the Parties.

(b) Participation in studies, vocational training programmes, experimental projects, working groups and other related activities;

- (c) Organization of study and training courses and awarding of fellowships;
- (d) Provision of equipment necessary for teaching or research; and

(e) Any other form of technical or scientific co-operation that may be agreed upon by the two Governments.

Article III. 1. For the purposes of this Agreement, a Mexican-Iranian Joint Commission for Scientific and Technical Co-operation (hereinafter referred to as "the Commission") shall be established and shall meet every two years alternately in Mexico and Iran. The Commission shall be composed of an equal number of Mexican and Iranian members, to be appointed by the respective Parties, through the diplomatic channels, whenever a meeting takes place.

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 $<sup>^{1}</sup>$  Came into force on 4 April 1977, the date on which the Parties informed each other of the completion of the required legal formalities, in accordance with article XIV (1).

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

3. The Commission shall draw up its own rules of procedure, which shall be approved at the first meeting held by the Commission.

Article IV. 1. The Parties shall review the recommendations made by the Joint Commission with a view to deciding jointly which projects of mutual interest to carry out.

2. After deciding jointly that a project should be carried out, the Parties shall reach an agreement on the details of its execution.

3. The details of execution shall be laid down by the Parties in special agreements.

Article V. Notwithstanding the provisions of this Agreement, either Party may recommend the implementation of specific projects, by means of special agreements concluded through the diplomatic channel which shall specify the areas of cooperation and the terms, conditions, financing and arrangements for the execution of those projects.

Article VI. 1. The exchange of scientific and technological information shall take place through the institutions designated for that purpose by the Parties, particularly research and teaching institutes, documentation centres and specialized libraries.

2. The information received by the Parties under the terms of this Agreement may be transmitted to educational institutions, semi-public enterprises and public sector agencies and offices. The dissemination of such information may be restricted, extended or prohibited under such special agreements as may be concluded in accordance with article IV, paragraph 3, of this Agreement. Information may be transmitted to other agencies, enterprises or individuals only when agreed upon by the Parties.

Article VII. The Parties shall, to the extent that they are able, encourage the exchange and utilization of experience, techniques and technologies which originate in their territories, in conformity with their national legislation and the pertinent international conventions to which they are parties.

Article VIII. 1. The costs of round-trip international travel between Mexico and Iran for personnel referred to in article II, paragraph (a), of this Agreement who are sent by one of the Parties to the territory of the other, as well as their salaries, shall be defrayed by the Party providing the said personnel.

2. The costs of lodging and local travel shall be defrayed by the receiving Party. Those benefits may be provided in kind or by monthly payments sufficient to cover the requirements of the said personnel. The receiving Party shall also be responsible for defraying the costs of executing the programme, unless otherwise agreed under the special agreements referred to in article IV, paragraph 3, and article V of this Agreement.

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Article IX. 1. Each Party shall facilitate the entry into and exit from its territory of the specialists, together with their dependent family members, who come from the other Party to collaborate in any joint activity under the terms of this Agreement.

2. Each Party shall provide the facilities required to furnish the equipment and materials necessary for the execution of projects.

3. The facilities referred to in this article shall be granted subject to the applicable provisions of the national legislation of the receiving country and shall be defined through the diplomatic channel.

Article X. The personnel sent by the Parties under this Agreement shall be subject to the provisions of the national legislation of their place of employment. Such personnel may not engage in any economic activity unrelated to their duties in the host country without the prior authorization of the two Parties.

Article XI. The specialists sent by either Party under this Agreement shall, while performing their functions in the territory of the receiving Party, remain in the employ of the sending Party but shall be responsible, when executing their specific tasks in connection with the co-operation programme, to the receiving institution and Party. Such specialists may not demand any remuneration for their work other than that agreed upon by the Parties.

Article XII. The Party receiving the specialists shall provide auxiliary personnel with whatever professional support may be required at other levels. The specialists shall provide the necessary technical information, as agreed upon, with respect to the methods and practices used in their respective areas of activity and to the principles underlying those methods and practices.

Article XIII. In accordance with the national legislation of each of the Parties, the respective national institutions responsible for scientific and technical cooperation shall co-ordinate the programme and draw up the special agreements provided for in article IV, paragraph 3, and article V of this Agreement. Execution of the programme shall be the responsibility of the institutions designated for that purpose by each Government through the diplomatic channel.

Article XIV. 1. This Agreement shall enter into force on the date on which the Parties notify each other that they have completed the formalities prescribed by their respective legislation.

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

3. The time interval provided for in the previous paragraph shall not, in principle, affect the implementation of ongoing projects.

IN WITNESS WHEREOF the undersigned, duly authorized by their Governments, have signed this Agreement.

DONE at Tehran, this 21 July 1975, in duplicate in the Spanish and Farsi languages, both texts being equally authentic.

For the Government of the United Mexican States: For the Imperial Government of Iran:

[Signed]

José S. GALLÁSTEGUI Under-Secretary for Foreign Relations [Signed]

Under-Secretary of State for Cultural Affairs at the Ministry of Foreign Affairs

Morteza Ghadimi