

**No. 23377**

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**MEXICO  
and  
NEW ZEALAND**

**Basic Agreement on scientific and technological cooperation.  
Signed at Mexico City on 23 August 1983**

*Authentic texts: Spanish and English.*

*Registered by Mexico on 30 May 1985.*

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**MEXIQUE  
et  
NOUVELLE-ZÉLANDE**

**Accord de base relatif à la coopération scientifique et technologique. Signé à Mexico le 23 août 1983**

*Textes authentiques : espagnol et anglais.*

*Enregistré par le Mexique le 30 mai 1985.*

## BASIC AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF THE UNITED MEXICAN STATES AND THE GOVERNMENT OF NEW ZEALAND ON SCIENTIFIC AND TECHNOLOGICAL COOPERATION

The Government of the United Mexican States and the Government of New Zealand (hereinafter referred to as the Contracting Parties),

Desiring to strengthen the close bonds of friendship existing between their two countries,

Moved by a common interest to foster for peaceful ends scientific and technological development, consistent with the objectives of the economic and social development of both countries;

Recognising that scientific and technological cooperation contributes to the strengthening of economic and other relations,

Mindful of the beneficial effects such cooperation is likely to have on the standard of life and economic well-being of the peoples of their respective countries,

Have agreed as follows:

*Article I.* The Contracting Parties shall facilitate and encourage scientific and technological cooperation for peaceful purposes between organizations in the public and private sectors of each country.

*Article II.* (1) The Contracting Parties shall determine together the areas in which scientific and technological cooperation should take place and the ways and means of promoting and implementing such cooperation.

(2) The cooperation referred to in paragraph (1) of this Article may include:

- (a) The exchange of scientific and technical information and documentation;
- (b) The exchange of scientists and other personnel engaged in activities in the fields of scientific and technological research and development;
- (c) The exchange of scientific and technological materials and equipment;
- (d) The pursuit of joint projects; and
- (e) Any other form of scientific and technological cooperation may be mutually agreed.

*Article III.* (1) To promote the objectives of this Agreement, the Contracting Parties agree to establish a joint Mexico-New Zealand Consultative Committee on Scientific and Technological Cooperation (hereinafter referred to as "The Consultative Committee").

(2) The Consultative Committee shall consist of representatives designated by the respective Contracting Parties and shall meet at least once every two years, unless otherwise agreed, at a date and venue to be mutually arranged through the diplomatic channel.

(3) The terms of reference of the Consultative Committee shall be:

- (a) To examine matters concerned with the effective implementation of this Agreement;
- (b) To propose programmes of activities in the scientific and technological fields;

<sup>1</sup> Came into force on 23 June 1984, i.e., one month after the date of the last of the notifications by which the Contracting Parties had informed each other (on 21 February and 23 May 1984) of the completion of the required constitutional procedures, in accordance with article IX.

- (c) To review programmes proposed or undertaken under this Agreement and, if necessary, make recommendations to the Contracting Parties;
- (d) To suggest to the Contracting Parties the convening of such special meetings as may be considered appropriate for the study of a specific project or subject;
- (e) To exchange information and views on scientific and technological developments.

*Article IV.* (1) Scientific and technological cooperation under this Agreement shall be carried out by interested public and private organizations in the two countries under such specific arrangements as may be deemed appropriate by them.

(2) The provisions of this Agreement shall apply to any implementing arrangements relating to scientific and technological cooperation that may be concluded by the Contracting Parties.

(3) Unless otherwise agreed, each party to any arrangement made pursuant to paragraphs (1) or (2) of this Article shall bear its own costs in respect of such arrangement.

*Article V.* (1) Each Contracting Party shall facilitate, consistent with its law, the entry into and exit from its territory of:

- (a) Equipment and material to be utilised in cooperative activities under this Agreement,
- (b) Personnel (and their families) engaged in cooperative activities under this Agreement, together with their personal effects.

(2) All personnel engaged in cooperative activities under this Agreement shall respect the laws and regulations of the receiving State.

*Article VI.* (1) The form and extent of the dissemination of information obtained as a result of joint scientific and technological research effected under this Agreement shall be mutually arranged in each case by both Contracting Parties. Wherever possible, information of a non-proprietary nature obtained as a result of joint scientific and technological cooperation under this Agreement shall be made available to the world scientific community through customary channels and in accordance with normal procedures.

(2) When information is provided by one Contracting Party, it may draw attention to restrictions on dissemination if it judges this to be necessary.

*Article VII.* This Agreement shall not apply to the Cook Islands, Niue or Tokelau.

*Article VIII.* Either of the Contracting Parties may request a review of this Agreement. Such revisions and modifications arising therefrom which are mutually agreed shall enter into force on a date to be confirmed by an exchange of notes through the diplomatic channel.

*Article IX.* This Agreement shall enter into force one month after the date on which the Contracting Parties give notice in writing to each other, through the diplomatic channel, that the necessary constitutional procedures in their respective countries have been complied with. It shall remain in force for five years and thereafter may be extended by tacit agreement for additional periods of five years.

This Agreement may be terminated by notification in writing given at least six months prior to the date of expiry of the current five year period.

The termination of this Agreement shall not affect the continuation or termination of projects or specific programmes implemented in accordance with its provisions.

*Article 4.* The Government of the Islamic Republic of Mauritania shall allow passengers and suppliers free choice of transport enterprises for such transport by sea and air of persons and goods as results from the granting of the loan, refrain from taking any measures that might exclude or impede the participation of transport enterprises having their principal place of business in the German area of application of this Agreement, and grant any necessary permits for the participation of such enterprises.

*Article 5.* With regard to supplies and services resulting from the granting of the loan, the Government of the Federal Republic of Germany attaches particular importance to preference being given to the economic potential of *Land Berlin*.

*Article 6.* With the exception of those provisions of article 4 which refer to air transport, this Agreement shall apply also to *Land Berlin*, provided that the Government of the Federal Republic of Germany does not make a declaration to the contrary to the Government of the Islamic Republic of Mauritania within the three months following the date of entry into force of this Agreement.

*Article 7.* This Agreement shall enter into force on the date of its signature.

DONE at Nouakchott on 13 May 1986, in two originals, in the German and French languages, both texts being equally authentic.

For the Government of the Federal Republic of Germany:

HEINRICH SCHÜRMANN

For the Government of the Islamic Republic of Mauritania:

MOHAMED SALEM OULD LEKHAL