No. 24712

BELGO-LUXEMBOURG ECONOMIC UNION and VENEZUELA

General Agreement on scientific and technological cooperation. Signed at Caracas on 31 July 1986

Authentic texts: Dutch, French and Spanish. Registered by the Belgo-Luxembourg Economic Union on 28 April 1987.

UNION ÉCONOMIQUE BELGO-LUXEMBOURGEOISE et VENEZUELA

Accord général de coopération scientifique et technologique. Signé à Caracas le 31 juillet 1986

Textes authentiques : néerlandais, français et espagnol. Enregistré par l'Union économique belgo-luxembourgeoise le 28 avril 1987.

[TRANSLATION — TRADUCTION]

GENERAL AGREEMENT¹ ON SCIENTIFIC AND TECHNOLOGICAL CO-OPERATION BETWEEN THE BELGO-LUXEMBOURG ECO-NOMIC UNION AND THE GOVERNMENT OF THE REPUBLIC OF VENEZUELA

The Government of the Kingdom of Belgium, acting both on its own behalf and, by virtue of existing agreements, on behalf of the Grand Duchy of Luxembourg, on the one hand, and

The Government of the Republic of Venezuela, on the other,

Desiring to strengthen the traditional ties of friendship between their peoples,

Considering their common interest in developing human resources and stimulating social and economic progress by building closer ties of scientific and technological co-operation for industrial purposes,

Have agreed as follows:

Article I. The Parties agree to encourage co-operation for peaceful purposes in the areas of scientific and technological research for industrial purposes.

Article II. The co-operation provided for under this Agreement may be the subject of supplementary conventions concluded between the Parties or between organizations or enterprises of the two countries. These conventions may specify the programmes, specific projects, sectors of co-operation, modalities and procedures for execution, as well as the financial responsibility assumed by the Parties for their implementation, and the co-ordinating organization or enterprise.

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

- (a) Exchange of scientific and technological information;
- (b) Exchange and professional training of scholars and technological experts;
- (c) Provision of professional and consulting services;
- (d) Studies and all preparations for the joint execution of projects of common interest in the chosen sectors;
- (e) Sending or exchange of equipment and materials necessary for the successful completion of the co-operation agreed upon;
- (f) Joint utilization, through the necessary prior agreements of scientific and technical installations;
- (g) All other forms of scientific and technological co-operation to which the Contracting Parties or the organizations or enterprises of their choice may agree.

Article IV. The exchange of scientific and technological personnel shall be financed in the following manner:

- (a) The cost of international transportation to the first point of entry in the territory of the other Party shall be the responsibility of the Party sending its personnel;
- (b) The host Party shall cover the living expenses and local transportation costs;

¹ Came into force on 27 November 1986, the date on which the Contracting Parties informed each other (on 16 September and 27 November 1986) of the completion of the required legal procedures, in accordance with article XI.

(c) The Governments of the host Contracting Parties shall pay neither a salary nor an honorarium for services or professional consultancy to persons participating in an exchange as provided for under this Co-operation Agreement.

If an organization or enterprise of one of the Parties has recourse to such services, the method of payment shall be defined and agreed upon by the organizations or enterprises concerned.

Article V. The Contracting Parties shall, if they deem it necessary and appropriate, request the financing and participation of international organizations for the execution of programmes and projects resulting from the forms of co-operation defined in Article III of this Agreement and from the specific arrangements which have been concluded.

Article VI. (1) The exchange of scientific and technological information may take place either through diplomatic channels or directly between the organizations or enterprises designated by the Contracting Parties.

(2) The dissemination of the above-mentioned information may be suspended or eliminated when the other Contracting Party or the organizations or enterprises designated by it so agree, before or during the exchange of information.

Article VII. Subject to their respective legislation and without prejudice to their international commitments, the Parties shall facilitate the duty-free importation of equipment necessary for the implementation of the scientific and technological cooperation provided for under this Agreement. These goods may not be alienated in the territory of the other Party, without authorization from the competent authorities of that country.

Article VIII. Without prejudice to their national legislation and international commitments, each Contracting Party shall extend to the personnel of the other Contracting Party, as well as to the members of their families making up their households, every facility in the completion of monetary, customs, administrative and fiscal formalities necessary for the exercise of their duties under this Agreement and the supplementary conventions provided for in article Π .

Article IX. In order to ensure the success of this Agreement, a Commission shall be established composed of representatives of the two Parties for the co-ordination, monitoring, evaluation and development of co-operation through meetings which shall be fixed by mutual agreement. The competent authorities of each of the Parties shall co-ordinate all the actions provided for under this General Agreement.

In the same way, mixed working groups may be established, corresponding to the sectors determined by the supplementary conventions which may be concluded in application of article II.

Article X. Problems and disputes between the Contracting Parties concerning the interpretation or the execution of this Agreement shall be resolved by negotiations through the diplomatic channel.

Article XI. This Agreement shall enter into force on the date on which the Contracting Parties shall inform each other in writing of the completion of all the legal procedures required in their respective countries.

This Agreement shall remain in force for three years and may be automatically extended for equal periods. It may be denounced at any time by either Party, in which case it will cease to have effect six months after the date such denunciation is received.

The denunciation of this Agreement shall not affect either the programmes and projects in progress, or the duration of specific arrangements which have been concluded in application of this Agreement, unless the Parties, organizations or enterprises concerned decide otherwise. IN WITNESS WHEREOF, the undersigned, duly authorized for this purpose, have signed this Agreement.

DONE at Caracas, 31 July 1986, in two copies, in the Spanish, Dutch and French languages, the three texts being equally authentic.

For the Belgo-Luxembourg Economic Union: For the Government of the Republic of Venezuela:

[Signed]

[*Signed*] Dr. Simón Alberto Consalvi

RENÉ VAN HAUWERMEIREN Ambassador for Belgium to Venezuela Dr. SIMÓN ALBERTO CONSALVI Minister for Foreign Relations