

No. 25388

**SPAIN
and
CHINA**

**Basic Agreement on scientific and technical co-operation
(with annexed protocol). Signed at Beijing on 5 September 1985**

Authentic texts: Spanish and Chinese.

Registered by Spain on 6 October 1987.

**ESPAGNE
et
CHINE**

Accord de base relatif à la coopération scientifique et technique (avec protocole annexé). Signé à Beijing le 5 septembre 1985

Textes authentiques : espagnol et chinois.

Enregistré par l'Espagne le 6 octobre 1987.

[TRANSLATION — TRADUCTION]

BASIC AGREEMENT¹ ON SCIENTIFIC AND TECHNICAL CO-OPERATION BETWEEN THE KINGDOM OF SPAIN AND THE PEOPLE'S REPUBLIC OF CHINA

The Kingdom of Spain and the People's Republic of China,

Desiring to strengthen the bonds of friendship fortunately uniting the two countries,

Aware of the importance of scientific and technological co-operation for the enhanced development of their bilateral relations, for their mutual benefit,

Determined to encourage and promote effectively the development of scientific and technical co-operation between the two countries,

Have agreed on the following:

Article I

1. The Contracting Parties, on the basis of equality and mutual benefit, shall promote the development of scientific and technical co-operation in those areas of interest to them, to be determined and defined by mutual agreement.

2. The Contracting Parties shall jointly formulate co-operation programmes in accordance with their respective technical and financial capabilities and with the economic and social development objectives of each Party.

3. The Contracting Parties shall promote and support co-operation between institutions, organizations or bodies of the two countries in their areas of competence. The co-operation projects agreed upon shall be carried out in accordance with the provisions of this Agreement, the Protocol annexed hereto and, where appropriate, specific protocols adopted for the purpose of defining the specific conditions for their implementation.

Article II

The co-operation referred to in article I of this Agreement may include the following:

- (a) The exchange of scientists, experts, technicians and staff assigned to implement specific co-operation projects;
- (b) The award of scholarships or other assistance for purposes of training or specialization courses;
- (c) The exchange of scientific and technical information, documentation and publications;
- (d) The organization of seminars, lectures, vocational training courses and other related activities in areas of common interest;

¹ Came into force on 11 July 1987, the date of the last of the notifications (effected on 23 June and 11 July 1987) by which the Contracting Parties informed each other of the completion of their respective procedures, in accordance with article VII.

- (e) The provision of materials and equipment which may be needed to implement specific co-operation projects which the two Parties decide to carry out;
- (f) The joint execution of studies and research, and of scientific and technical projects in areas of common interest;
- (g) The common use of scientific and technical installations in accordance with the conditions laid down, where appropriate, in the specific protocols referred to in article I, paragraph 3;
- (h) Any other scientific and technical co-operation which may be agreed upon by the two Contracting Parties.

Article III

1. The conditions governing the implementation of this Agreement with respect to the responsibilities and obligations of each Contracting Party, the allocation of costs of co-operation programmes and projects carried out under the Agreement, and the régime governing scientific and technical personnel assigned thereto shall be set out in the Protocol annexed hereto.

2. The two Contracting Parties shall benefit equally from any technical innovations and scientific discoveries that may result from the joint execution of the studies and projects referred to in article II, paragraph (f), of this Agreement.

If the Contracting Parties deem it necessary, the provisions governing intellectual and industrial property applicable to the two countries shall be regulated by a special agreement or protocol negotiated for that purpose.

Article IV

1. In order to ensure the application of this Agreement and the implementation of the plans, programmes and projects referred to in article I, the Contracting Parties hereby agree to set up a Joint Commission composed of representatives and experts appointed by them. The Commission shall meet in each of the two countries alternately every two years, except where the two Parties decide for urgent reasons to advance the date of the next scheduled meeting or to hold special meetings.

The Commission shall draw up its rules of procedures should it consider this necessary. It may set up sub-commissions and working groups.

2. Either Contracting Party may, at any time, submit to the other proposals for scientific and technical co-operation through the usual diplomatic channel.

Article V

1. The Joint Commission shall have the following tasks:

- (a) To discuss and define the areas for priority scientific and technical co-operation between the two countries;
- (b) To discuss and elaborate the scientific and technical co-operation plans and programmes to be implemented under the Agreement;
- (c) To review the implementation of the programmes as a whole, to evaluate the results of the implementation of specific programmes and projects and, where appropriate, to formulate observations and proposals for their improvement;
- (d) To make such recommendations it deems relevant to the two Governments for the purpose of improving scientific and technical co-operation.

2. At the conclusion of each regular or special session, the Joint Commission shall prepare a report of its deliberations and agreements, which shall be signed by the chairmen of the two delegations.

Article VI

For the purposes of implementing this Agreement and co-ordinating the co-operation programmes and projects envisaged herein in accordance with their domestic legislation, the competent authorities shall be, in the case of the Kingdom of Spain, the Ministry of Foreign Affairs and, in the case of the People's Republic of China, the State Committee for Science and Technology.

Article VII

This Agreement shall enter into force on the date on which the Contracting Parties notify each other through the diplomatic channel that the relevant requirements and formalities laid down in their respective national legislation have been fulfilled. If the notifications are not simultaneous, the entry into force shall take place on the date of the last such notification.

Article VIII

1. This Agreement shall remain in force for five years and shall be automatically renewed for periods of one year, unless either Contracting Party notifies the other in writing six months prior to the date of expiration of its intention to terminate the Agreement.

2. The expiry of this Agreement shall not affect the programmes and projects already in progress, unless the two Parties agree otherwise.

DONE in Beijing on 5 September 1985 in two originals, in the Spanish and Chinese languages, both texts being equally authentic.

For the Government
of the Kingdom of Spain:

[Signed]

FRANCISCO FERNÁNDEZ ORDÓÑEZ
Minister for Foreign Affairs

For the Government
of the People's Republic
of China:

[Signed]

WU XUEQIAN
Councillor of State
Minister for Foreign Affairs

ANNEXED PROTOCOL

CONDITIONS GOVERNING THE IMPLEMENTATION OF THE BASIC AGREEMENT ON SCIENTIFIC AND TECHNICAL CO-OPERATION BETWEEN THE KINGDOM OF SPAIN AND THE PEOPLE'S REPUBLIC OF CHINA

In accordance with the provisions of article III of the Basic Agreement on Scientific and Technical Co-operation between the Kingdom of Spain and the People's Republic of China, signed on 5 September 1985, hereinafter referred to as "the Basic Convention", the Kingdom of Spain and the People's Republic of China, with a view to defining the responsibilities and obligations of each Contracting Party, the allocation of costs of co-operation programmes and projects carried out under the Agreement, and the régime governing scientific and technical personnel assigned thereto, have agreed on the following:

First provision

1. The salaries, emoluments, allowances and other remuneration of scientists, experts and technicians assigned to the co-operation programmes and projects carried out under the Basic Agreement to which this Protocol is annexed shall be paid by the sending Party.
2. The housing, subsistence, medical and hospital costs of such personnel shall be paid by the receiving Party. This Party shall also pay school fees and expenses pertaining to training or specialization courses given in its territory to personnel assigned to the programmes or projects in question.
3. The salaries, emoluments, allowances and remuneration referred to in this provision shall be exempt from all levies or taxes in the receiving country.

Second provision

1. The costs of round-trip international travel by the co-operating personnel referred to in the first provision, and, where appropriate, their accompanying spouses, between their place of habitual residence and the points of entry into and departure from the receiving country, shall be paid by the sending State.
2. Round-trip travel by co-operating personnel within the territory of the receiving State, as well as travel within that country required in the performance of their duties, shall be paid by the receiving State.

Third provision

1. The international transport costs between the points of entry into and departure from the receiving State of materials and installations needed to implement the programmes and projects covered by the Basic Agreement, as well as household goods belonging to the personnel assigned to those programmes and projects — bearing in mind the limits in volume and weight and the specific exceptions established in each case through the diplomatic channel — shall be paid by the sending Party.
2. The receiving Party shall pay the transport costs of such materials, installations and goods between the points of entry into and departure from its territory and their destination within its territory.

Fourth provision

The receiving Party shall, in accordance with the provisions and rules of its own legislation, exempt from customs duties, or shall itself defray such charges, in re-

spect of the importation into its territory of materials, installations and goods referred to in the third provision, except where such materials and installations are imported for commercial purposes.

Fifth provision

1. Where the agreed period of residence of scientists, experts and technicians assigned to organize courses or to conduct joint studies and research projects, or other scientific or technical activities specifically decided upon by common agreement is to be for 12 months or longer, the receiving Party shall defray the subsistence and housing expenses of their accompanying spouses within its own territory.

2. In the cases referred to in the preceding paragraph, the receiving Party shall, to the extent possible, adopt whatever measures are necessary to provide emergency medical care and hospitalization for accompanying spouses, and shall endeavour to secure adequate housing for any dependants accompanying the co-operating head of household in the receiving country.

Sixth provision

The receiving Party shall grant scientists, experts and technicians from the other Party assigned to implement co-operation programmes and projects within the framework of the Basic Agreement one month of leave for each 12 months of service in its territory.

Seventh provision

1. The allocation of costs arising from items not covered in this Protocol shall be determined in specific additional protocols that may be adopted for the implementation of the specific programmes or projects in question.

2. Any disputes which may arise in the implementation of the provisions of the Basic Agreement or of this Protocol shall be settled through negotiations between the Contracting Parties or in whatever manner those Parties may jointly agree upon.

Final provision

This Protocol shall enter into force on the same date as the Basic Agreement on Scientific and Technical Co-operation between the Kingdom of Spain and the People's Republic of China, of which it forms an integral part.

DONE in Beijing on 5 September 1985, in two originals, in the Spanish and Chinese languages, both texts being equally authentic.

For the Government
of the Kingdom of Spain:

[Signed]

FRANCISCO FERNÁNDEZ ORDÓÑEZ
Minister for Foreign Affairs

For the Government
of the People's Republic
of China:

[Signed]

WU XUEQIAN
Councillor of State
Minister for Foreign Affairs