

No. 33859

**MEXICO
and
ESTONIA**

**Basic Agreement on technical co-operation. Signed at Mexico
City on 27 October 1995**

Authentic texts: Spanish, Estonian and English.

Registered by Mexico on 19 June 1997.

**MEXIQUE
et
ESTONIE**

**Accord de base relatif à la coopération technique. Signé à
Mexico le 27 octobre 1995**

Textes authentiques : espagnol, estonien et anglais.

Enregistré par le Mexique le 19 juin 1997.

BASIC AGREEMENT¹ ON TECHNICAL CO-OPERATION BETWEEN THE GOVERNMENT OF THE UNITED MEXICAN STATES AND THE GOVERNMENT OF THE REPUBLIC OF ESTONIA

The Government of the United Mexican States and the Government of the Republic of Estonia, hereinafter referred to as the "Parties".

MOTIVATED by the desire to strengthen the traditional ties of friendship existing between the parties,

CONSCIOUS of their common interest in promoting and fostering technical co-operation and of the mutual advantage that would result from co-operation in fields of common interest,

CONVINCED of the importance of establishing mechanisms that contribute to the development of such co-operation and of the need to implement technical co-operation programmes that have a significant impact on the economic and social advancement of their respective countries.

Have agreed as follows:

ARTICLE I

1. Based on the provisions of this Agreement, the Parties hereby commit themselves to formulate and execute, by mutual agreement, programmes and projects on technical co-operation.
2. In their execution, such programmes and projects carried out under this Agreement may involve the participation of entities and bodies, including those in the public and private sectors of both countries as well as universities, scientific and technical institutions and wherever deemed appropriate, non-governmental organisations.

¹ Came into force on 5 February 1996 by notification, in accordance with article X.

3. On the basis of this Agreement, the Parties may sign supplementary technical co-operation agreements in specific areas as agreed upon; if deemed necessary, concerned institutions in the two Parties may also conclude separate agreement.

ARTICLE II

In order to fulfil the objectives of this Agreement, the Parties will jointly prepare biennial programmes taking into account the priorities of the two countries in the sphere of their respective economic and social development plans and programmes. Each programme or project should specify the areas, objectives, financial and technical resources as well as the time frame agreed upon; in addition, the obligations including those pertaining to financial matters of each of the Parties should be specified.

ARTICLE III

Technical co-operation between the Parties could be effected through the following modalities:

- (A) Joint or co-ordinated execution of research and development programmes;
- (B) Deputation of experts;
- (C) Sending of equipment and material for and/or execution of specific projects;
- (D) Providing short term training in civilian institutions for upgrading professional skills;
- (E) Preparation of internship programmes for professional training;
- (F) Assistance in the establishment and operation of research institutions, laboratories or advanced training centres;
- (G) Organising seminars, conferences and workshops;
- (H) Providing consultancy services and conducting feasibility studies;
- (I) Participation in joint research and development projects or programmes with industrial applications;
- (J) Exchange of technical information;
- (K) Any other arrangement agreed upon by the Parties.

ARTICLE IV

1. A joint Commission on Technical Co-operation, composed of representatives of the Parties, will be set up in order to bring about effective co-ordination of the activities under this Agreement. The Commission will meet on the place and dates agreed by the Parties upon through diplomatic channels. The Commission will have the following functions:
 - A. To define the priority areas for technical co-operation, projects, and programmes;
 - B. To review and approve biennial technical co-operation projects and programmes;
 - C. To oversee the proper implementation of this Agreement and submit to the Parties its recommendations for an effective implementation of this Agreement.
2. Without prejudice to the provisions of paragraph 1 of this Article, either Party may, at any date, submit specific projects or programmes for the consideration and approval of the other Party.

ARTICLE V

As and when deemed appropriate, the participation of international agencies as well as organisations from public and private sectors, researchers and technical experts of third countries will be promoted by mutual agreement of the Parties.

ARTICLE VI

Whenever deemed necessary, the Parties may, by mutual consent, request for financing from and the participation of international agencies in the execution of programmes and projects carried out under this Agreement. The cost of such participation for third countries shall normally be borne by third parties unless the Parties agreed otherwise.

ARTICLE VII

Each Party shall provide to the personnel of the other Party in its territory, in connection with the execution of projects and programmes, all the facilities necessary for their functioning, in accordance to the national legislation of each Party. This would include facilities for their entry, stay and exit in its territory. The personnel sent to one of the Parties by the Other shall be subject to the provisions of the national legislation of the receiving country in the place of their employment. Such personnel in no case shall engage any activity other than their functions, neither receive any remuneration beyond that stipulated, without prior authorisation of the Parties hereto.

ARTICLE VIII

The Parties will grant to each other all administrative and fiscal facilities necessary for the supply of equipment and materials to be used in the execution of projects in conformity with their respective national laws.

ARTICLE IX

The Executive bodies in charge of co-ordinating the co-operation activities derived from this Agreement will be for the Government of the United Mexican States, the Secretariat of Foreign Relations and for the Government of the Republic of Estonia the Ministry of Economy.

ARTICLE X

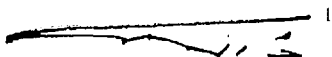
1. This Agreement shall enter into force from the date when the Parties notify each other of the completion of the necessary national legal procedures through their diplomatic channels.

The Agreement will then remain in force for the next five years and will be automatically renewed for subsequent periods of five years at a time, unless either of the Parties serves written notice to the other, six months in advance, of its intention to terminate the Agreement prior to its expiry, through diplomatic channels.

2. This Agreement may be amended by mutual consent, and the amendment agreed upon shall enter into force as soon as each Party notifies the other through diplomatic channels of the completion of the formalities as required by its national legislation.
3. The programmes and projects already under execution will not be affected in case the Agreement is terminated; unless the Parties agree to the contrary, such programmes and projects will continue to be executed till their completion.

Signed at Mexico City on the twenty seventh day of October of 1995 in two originals each in Spanish, Estonian and English languages, all the texts being equally authentic - in case of doubt or interpretation the English text will prevail.

For the Government
of the United Mexican States:

A stylized signature in black ink, consisting of a long horizontal line followed by a series of loops and a final upward stroke. A small superscript '1' is to the right of the signature.

For the Government
of the Republic of Estonia:

A stylized signature in black ink, featuring a large, loopy initial 'R' followed by a series of loops and a long, sweeping downward stroke. A small superscript '2' is to the right of the signature.

¹ José Angel Gurría Treviño.

² Riivo Sinijärv.