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# Poland and Portugal

Agreement between the Republic of Poland and the Portuguese Republic on scientific and technological co-operation. Lisbon, 17 June 2005

**Entry into force:** 7 June 2006 by notification, in accordance with article 11

**Authentic texts:** English, Polish and Portuguese

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# Pologne et Portugal

Accord de coopération scientifique et technologique entre la République de Pologne et la République portugaise. Lisbonne, 17 juin 2005

Entrée en vigueur: 7 juin 2006 par notification, conformément à l'article 11

**Textes authentiques:** anglais, polonais et portugais

Enregistrement auprès du Secrétariat de l'Organisation des Nations Unies : Pologne, 30 octobre 2018

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[ ENGLISH TEXT – TEXTE ANGLAIS ]

# **AGREEMENT**

### **BETWEEN**

# THE REPUBLIC OF POLAND

## AND THE PORTUGUESE REPUBLIC

# ON SCIENTIFIC AND TECHNOLOGICAL CO-OPERATION

The Republic of Poland and the Portuguese Republic, hereinafter referred to as "the Parties",

Recognising the importance of science and technology in the development of their national economies and in the improvement of their socio-economic standards of life;

Wishing to strengthen and develop economic, scientific and technological co-operation on the basis of equality and mutual benefit;

Have agreed as follows:

#### **ARTICLE 1**

#### Object of the Agreement

The Parties shall encourage and support the co-operation in the field of science and technology on the basis of mutual benefit, according to the provisions of the present Agreement.

#### **ARTICLE 2**

#### Areas of co-operation

The Parties shall, preferably, cooperate in the following areas:

- a) realisation of joint research, development and design projects, including the exchange of scientists, researchers and technical experts;
- b) organisation of and participation in meetings, conferences, symposia, courses, workshops, exhibitions, etc.;
- c) exchange of information and documentation in science and technology;
- d) joint use of research and development facilities and scientific equipment;
- e) others, mutually agreed upon.

#### **ARTICLE 3**

#### **Joint Commission**

- 1. For the purpose of the implementation of the present Agreement, a Joint Commission, composed of representatives designated by the two Parties is established. The two Parties will notify each other about compositions of the Joint Commission through diplomatic channels.
  - 2. The tasks of the Joint Commission shall be as follows:
- a) identifying the fields of co-operation on the basis of the information delivered by institutions of each country and the national policies in science and technology;
- b) creating the favorable conditions for the implementation of the present Agreement;
- c) facilitating the implementation of joint programmes and projects;
- d) examining the progress of activities related to the present Agreement;
- e) exchanging the experience arising from the bilateral co-operation in science and technology and examination of the proposals for its further development.
- 3. The Joint Commission will meet at least once every 2 (two) years, unless otherwise agreed, alternately in Poland and in Portugal on mutually convenient dates and will conclude Protocols containing the evaluation of the past and current activities and future purposes of cooperation.
- 4. The Joint Commission may elaborate its own rules of procedure.

#### **ARTICLE 4**

#### **Periodical Executive Programmes**

With a view to facilitate co-operation in science and technology, the Joint Commission will agree on periodical Executive Programmes. The Executive Programmes will establish:

- a) fields of co-operation;
- b) specific topics;
- c) scientific units responsible for the realisation and implementation of joint programmes and projects, hereinafter referred to as "co-operating

partners". Definition of co-operating partners, according to the law in force of each Party will be performed by the Joint Commission;

- d) ways of use of joint research and development projects results;
- e) financial resources and conditions;
- f) forms of sickness or accident insurance including the conditions of applying necessary medical aid.

#### **ARTICLE 5**

#### Financial responsibilities

The costs of the exchange of scientists, researchers and technical experts, resulting from the present Agreement, unless agreed upon otherwise, will be covered on the following basis;

- a) the sending Party will cover the round/trip transportation costs between the capitals of the two countries,
- b) the receiving Party will cover the costs of trips within its state territory and full accommodation, i.e. lodgings and daily allowances, according to the regulations in force in each country.

#### **ARTICLE 6**

#### Exploitations of results' regulation and third Parties participation

- 1. Scientific and technological results and any other information derived from the co-operation activities under the present Agreement, will be announced, published or commercially exploited with the written consent of both co-operating partners and according to the international provisions concerning intellectual property.
- 2. Scientists, researchers, technical experts and institutions of third countries or international organisations may be invited, upon consent of both co-operating partners, to participate in projects and programmes being carried out under the present Agreement. The costs of such participation shall normally be borne by the third Party, unless the Parties agree otherwise in writing.