

No. 46632

**Israel
and
Peru**

Agreement on cooperation in science and technology between the Government of the State of Israel and the Government of the Republic of Peru. Jerusalem, 29 May 2005

Entry into force: *31 March 2008 by notification, in accordance with article 10*

Authentic texts: *English, Hebrew and Spanish*

Registration with the Secretariat of the United Nations: *Israel, 9 October 2009*

**Israël
et
Pérou**

Accord de coopération en science et en technologie entre le Gouvernement de l'État d'Israël et le Gouvernement de la République du Pérou. Jérusalem, 29 mai 2005

Entrée en vigueur : *31 mars 2008 par notification, conformément à l'article 10*

Textes authentiques : *anglais, hébreu et espagnol*

Enregistrement auprès du Secrétariat des Nations Unies : *Israël, 9 octobre 2009*

[ENGLISH TEXT – TEXTE ANGLAIS]

AGREEMENT

ON

COOPERATION IN SCIENCE AND TECHNOLOGY

BETWEEN

THE GOVERNMENT OF THE STATE OF ISRAEL

AND

THE GOVERNMENT OF THE REPUBLIC OF PERU

The Government of the State of Israel and the Government of the Republic of Peru hereinafter referred to as "the Parties";

Motivated by the desire to strengthen the traditional ties of friendship existing between the people of both countries;

Conscious of their common interest to promote and foster progress in science and technology and the mutual advantages that would result from cooperation in the fields of common interest;

Convinced of the importance of establishing mechanisms that contribute to development of science and technology that have a significant impact on the economic and social advancement of their respective countries;

Have agreed as follows:

Article 1

The aim of this Agreement is to promote cooperation in science and technology between the countries through realization of programs and projects in fields of common interest, according to priorities of their national policies on social and economic development.

Article 2

The cooperation may be carried out through the following forms:

- A) Realization of joint research and development programs and projects, including the exchange of documentation with respective results.
- B) Exchange of scientists, researchers and technical experts.
- C) Research tutorship at laboratories, universities, research institutions, etc.
- D) Fellowship programs.
- E) Programs of visiting professors at universities.
- F) Organization of and participation in scientific conferences, symposia, courses, workshops, consultations and exhibitions.
- G) Exchange of scientific and technological information and documentation.
- H) Any other form of cooperation agreed upon.

Article 3

The financing of the projects and activities to be developed in the framework of the present Agreement shall be established by common agreement, subject to the availability of funds.

Article 4

In order to bring about appropriate conditions, to concede facilities and support an effective implementation of the provisions of this Agreement, the Parties set up a Joint Commission on cooperation in science and technology composed of representatives of the Parties. The Parties will notify each other of the composition of the Joint Commission through diplomatic channels.

The Joint Commission shall carry out the following tasks as necessary:

- A) To define the priority for the establishment and execution of scientific and technology programs and projects. The mentioned programs and projects will be financed by the Parties according to Article 3.
- B) To approve the biennial executive program, taking into account the proposals of programs and projects.
- C) To analyze, evaluate, approve and review programs and projects of cooperation in science and technology, and
- D) To oversee, formulate and submit to the parties its pertinent recommendations for the proper implementation of this Agreement.

Article 5

The Joint Commission will endeavor to meet two years alternately in each of the countries on the dates agreed upon through diplomatic channels.

Article 6

The Ministry of Science of the State of Israel and the National Council of Science and Technology – CONCYTEC of the Republic of Peru shall be responsible for the implementation of this Agreement (the implementing bodies).

Without derogating from Article 4 above, the CONCYTEC and the Ministry of Science, may at any time submit to the consideration of the other Party, specific projects of scientific and technological cooperation for its analysis, and in such a case, for its approval. Likewise, the Parties may convene extraordinary meetings of the Joint Commission by mutual agreement and when considered necessary.

Article 7

Results of joint programs and projects and any other information derived from cooperation activities under this Agreement, will be announced, published or commercially exploited with the consent of the cooperating entities consistent with international agreements in force in both countries concerning the regulations of intellectual property protection. Notwithstanding the above, the Parties may reach separate agreements as to the distribution and/or exploitation of intellectual property rights that may exist in any intellectual property developed in the course of any joint program or project executed under the framework of this Agreement. The Parties may agree to entrust the implementing bodies and/or the participating entities to conclude agreements as to the distribution and/or exploitation of intellectual property.

Article 8

The expense incurred by personnel as a result of the coordination of activities to be performed under this Agreement, unless the Parties agree otherwise, shall be covered on the following basis:

- A) The sending Party shall cover the round trip transportation cost between the capitals of both countries, and,
- B) The receiving Party shall within its State territory bear the cost of lodging, meals and local transportation.

Article 9

Each Party will make all possible efforts to provide to the personnel of the other Party all the facilities necessary for the entry into, stay in and exit from its State territory, and for the performance of their functions therein under this Agreement, according to their respective laws and regulations.

The personnel sent to the territory of one of the Parties by the other shall be subject to the provisions of the national legislation of the receiving country. Such personnel in no case shall engage in any other activity than those indicated in their stay program, without prior written consent of the Parties hereto.

Article 10

The Parties shall notify each other by diplomatic note following the completion of their internal procedures for the entry into force of this Agreement. This Agreement shall enter into force on the date of the later of such notes.

This Agreement shall remain in effect, unless and until either of the Parties serves written notice on the other through diplomatic channels of its intention to terminate this Agreement. In such case the termination of this Agreement will come into effect six months from the date on the said notification.

The termination of this Agreement will not effect the conclusion of the programs and projects already under execution, unless the Parties agree otherwise.