

MEMORANDUM OF UNDERSTANDING
(Here in after referred to as "the MoU")

Made and entered into by and between

GOVERNMENT OF THE REPUBLIC OF ZAMBIA
(Acting through the Ministry Of Science, Technology and
Vocational Training)


AND

THE MINISTRY OF SCIENCE, TECHNOLOGY AND
PRODUCTIVE INNOVATION OF THE ARGENTINE
REPUBLIC

ON

SCIENTIFIC AND TECHNOLOGICAL COOPERATION

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PREAMBLE

The Ministry of Science, Technology and Vocational Training of the Republic of Zambia and the Ministry of Science, Technology and Productive Innovation of the Argentine Republic, both hereinafter referred to as the Parties collectively (hereinafter jointly referred to as the "Parties" and in the singular as a "Party");

Wishing to strengthen the friendly relations existing between the two Parties

Whereas conscious of the role and importance of scientific and technological cooperation at both bilateral and multilateral levels as a contributing factor to the development of the cooperation relationship between the two Parties

Whereas desirous of promoting cooperation in science and technology;

And whereas recognizing the importance of science and technology in the economies of the Parties

Now therefore the Parties have agreed as follows:

ARTICLE 1 OBJECTIVE

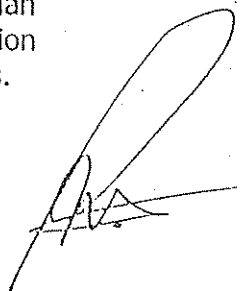
The Parties shall engage and cooperate within the framework of this MoU in order to support and promote cooperation in the fields of science and technology, including direct contacts between cooperating scientific and technological institutions between the two countries, on the basis of quality enhancement and mutual advantages.

ARTICLE 2 FIELDS OF COOPERATION

The two Parties shall cooperate in the following priority areas taking into consideration each country's needs and capabilities:

- a) Agriculture and Livestock;
- b) Information and Communication Technologies;
- c) Industry, Mining and Geology;
- d) Health;
- e) Other fields of common interest.

Considering that Scientific Research and Innovation and the Development of Human Resources are cross-cutting issues that will be used in all the fields of cooperation identified, both activities will be included as a modality in all programmes and projects.



ARTICLE 3
MODALITIES OF COOPERATION

Cooperation between the Parties in the fields of science and technology shall be effected by means of:

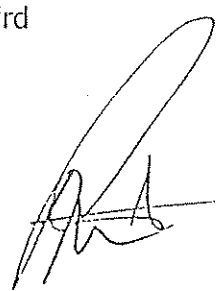
- a) The exchange of scientists, research workers, technical experts and scholars;
- b) The exchange of scientific and technological information and documentation;
- c) The organization of bilateral scientific and technological seminars, conferences and workshops in areas of mutual interest;
- d) Joint identification of scientific and technical priority fields, formulation and implementation of joint research programmes, promotion of the application of the results of such research programmes and exchange of experience and know-how resulting there from;
- e) Short-term special research programmes / projects and training activities;
- f) Contract of services and technical assistance; and
- g) Other modalities of cooperation as agreed upon by the Parties.

ARTICLE 4
COMPETENT AUTHORITIES

The Ministry of Science, Technology and Vocational Training of the Republic of Zambia and the Ministry of Science, Technology and Productive Innovation of the Argentine Republic are the Competent Authorities responsible for facilitating the implementation of this MoU.

ARTICLE 5
AGREEMENTS BETWEEN COOPERATING ENTITIES

- 1) The Parties shall promote under the framework of this MoU scientific and technological cooperation between their respective government agencies, enterprises, research institutions, universities and other research and development organisations (hereinafter referred to as "cooperating entities"), including the signing of implementing agreements and protocols;
- 2) The implementing agreements and protocols referred to in sub- Article 1), shall be signed in accordance with the domestic law in force in the countries of the Parties. The Parties shall encourage the cooperating entities to make provision in such agreements and protocols, where applicable, for:
 - a) Compensation for licensing know-how or utilisation of patents;
 - b) Exchange of patents, joint application for patents based on joint projects of research and developments, and conditions for their commercialisation for either Party or jointly by them in the two countries or in a third country;
 - c) Conditions of introduction into production and realisation of output;
 - d) Financial terms and conditions; and



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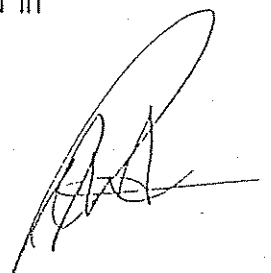
- e) The terms and conditions applying to the information obtained by the cooperating entities and the implementation of the agreement or protocol;
- 3) The implementing agreements and protocols referred to in sub- Article 1), shall include programmes of cooperation, compiled biennially or in any other agreed period, setting out the details of cooperative activities.

ARTICLE 6
EQUIPMENT AND APPARATUS

- 1) The terms of supply and delivery of the equipment required for joint research instituted in support of this MoU shall be agreed upon, in writing, either between the Parties or between the cooperating entities, as the case may be.
- 2) The delivery of equipment and apparatus from one country to the other in the course of the implementation of this MoU shall be effected in accordance with the terms agreed upon in writing between the Parties.

ARTICLE 7
JOINT COMMITTEE ON SCIENTIFIC AND TECHNOLOGICAL COOPERATION

- 1) For the purpose of the implementation of this MoU, a Joint Committee on Scientific and Technological Cooperation (hereinafter referred to as "the Joint Committee"), composed of representatives and experts from either side designated by the Parties, shall be established.
- 2) Each Party shall bear its own costs for attendance at meetings.
- 3) In respect of the Joint Committee, the Parties shall notify each other about the composition of the Joint Committee.
- 4) The tasks of the Joint Committee shall be to
 - a) Identify priority field of cooperation;
 - b) Create favourable conditions for the implementation of this MoU;
 - c) Facilitate the implementation of joint programmes and projects;
 - d) Promote the exchange of information in order to further the development of cooperation; and
 - e) Review progress regarding the implementation of this MoU and guide future cooperative activities.
- 5) The Joint Committee shall meet alternatively in the Republic of Zambia and in the Argentine Republic on agreed dates.



- 6) The Parties shall appoint two of the members of either side of the Joint Committee as the co-chairpersons.
- 7) The Joint Committee shall determine its own rules of procedure.

ARTICLE 8
INTELLECTUAL PROPERTY RIGHTS

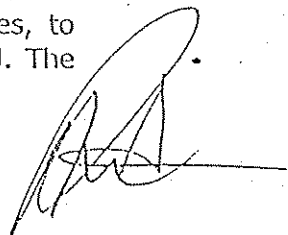
- 1) The implementing agreements and protocols referred to in Article 5.1) shall give due consideration to the protection and the distribution of intellectual property rights or other rights of a proprietary nature resulting from the cooperative activities under this MoU. The Parties shall consult with each other for this purpose when necessary.
- 2) The terms and conditions in respect of sharing intellectual property rights shall be stated in separate agreements or protocols that are mutually acceptable to the Parties.
- 3) The cooperating partners shall become joint owners of intellectual property resulting from the cooperation in terms of this MoU.
- 4) The scientific and technological results and any other information derived from the cooperation under this MoU shall only be announced, published or commercially exploited with the written consent of the cooperating partners.

ARTICLE 9
EXCHANGE OF INFORMATION

The Parties shall promote cooperation among scientific libraries, centres of scientific and technological information, and scientific institutions for the exchange of books, periodicals and bibliographies, including the exchange of information and full-text documents by means of electronic information and communications networks. Media releases on joint activities will be issued upon consent of both cooperating entities.

ARTICLE 10
THIRD PARTIES

- 1) No Party shall divulge information obtained by it or its personnel under this MoU to any third party without the specific consent of the other Party.
- 2) Scientists, research workers, technical experts, and scholars from institutions of third countries may be invited, upon consent of both cooperating entities, to participate in projects and programmes being carried out under this MoU. The



cost of such participation shall be borne by the third party, unless the Parties agree otherwise in writing.

- 3) The MoU shall not affect the validity or execution of any obligation arising from other treaties or agreements concluded by either Party.

ARTICLE 11 **FINANCIAL MATTERS**

- 1) Travel expenses between the two countries for assigned personnel shall be borne by the sending Party or cooperating partner as applicable, while other expenses shall be borne according to the terms agreed upon, in writing, between the Parties or the cooperating partners.
- 2) Expenses relating to cooperation between the cooperating entities shall be borne according to the terms agreed upon, in writing, between the cooperating entities.
- 3) The obligations of the Parties or cooperating partners regarding any cooperative activity shall be subject to the availability of funds.
- 4) Cooperative activities initiated by independent and private institutions shall be financed by these institutions unless otherwise agreed in writing between the Parties or cooperating partners.


ARTICLE 12 **ASSISTANCE AND FACILITIES**

Each Party shall, subject to the domestic law in force in its country and its international obligations, extend to the assigned personnel of the other Party who stay in its territory, all assistance and facilities for the fulfilment of the tasks with which they are entrusted in accordance with the provisions of this MoU.

ARTICLE 13 **MEDICAL MATTERS**

- 1) The sending Party or cooperating entities shall ensure that all personnel visiting the other country within the ambit of this MoU, have the necessary resources, or that appropriate mechanisms are in place, to cover all expenses in the event of sudden illness or injury.
- 2) Details concerning medical treatment or the covering of medical expenses shall be included in the implementing agreements and protocols between the cooperating entities referred to in Article 5.1).

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- 3) In case of personal emergency or sudden illness of a visitor under this MoU, the receiving Party or cooperating entities shall give the necessary assistance as far as it is necessary in case of such an emergency.

ARTICLE 14
ENTRY INTO FORCE, DURATION AND TERMINATION

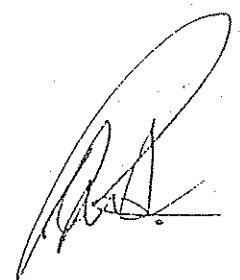
- 1) This MoU shall enter into force on the date of the signature thereof.
- 2) This MoU shall remain in force for a period of five (5) years after which it shall be automatically extended for further periods of five years unless it is terminated by either Party by giving six month written notice in advance through the diplomatic channel to the other Party of its intention to terminate this MoU.
- 3) The termination of this MoU shall not affect the completion of projects or programmes undertaken under this MoU but not fully executed at the time of the termination of this MoU.

ARTICLE 15
AMENDMENT OF MoU

This MoU may be amended by mutual consent of the Parties through an Exchange of Notes between the Parties through the diplomatic channel.

ARTICLE 16
SETTLEMENT OF DISPUTES

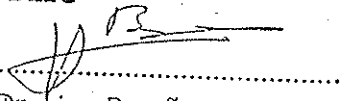
Any disputes between the Parties arising out of the interpretation or implementation of this MoU shall be settled amicably through consultations or negotiations between the Parties.

A handwritten signature in black ink, located in the bottom right corner of the page. The signature is stylized and appears to consist of several overlapping loops and lines.

IN WITNESS WHEREOF the undersigned, being duly authorised thereto by their respective Governments, have signed and sealed this MoU in duplicate in the English language, both texts being equally authentic.

DONE at Lusaka, on this 18th Day of September 2008.

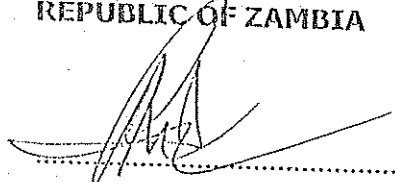
**FOR THE MINISTRY OF SCIENCE,
TECHNOLOGY AND PRODUCTIVE
INNOVATION OF THE ARGENTINA
REPUBLIC**



.....
Hon. Dr. Lino Baraño

**MINISTER OF SCIENCE, TECHNOLOGY AND
PRODUCTIVE INNOVATION**

**FOR THE GOVERNMENT OF THE
REPUBLIC OF ZAMBIA**



.....
Hon. Peter M. W. Daka

**MINISTER OF SCIENCE,
TECHNOLOGY AND VOCATIONAL
TRAINING**

