AGREEMENT BETWEEN THE MINISTRY OF SCIENCE AND TECHNOLOGY OF COSTA RICA AND THE CHINESE ACADEMY OF SCIENCES ON COOPERATION IN SCIENCE AND TECHNOLOGY

The Ministry of Science and Technology of Costa Rica and the Chinese Academy of Sciences (CAS) (hereinafter referred to as the "Parties"), in accordance with the Agreement between the Ministry of Science and Technology of Costa Rica and the Ministry of Science and Technology of the People's Republic of China on Cooperation in Science and Technology (hereinafter referred as the "Inter-Governmental Agreement"), signed in Beijing on 5th December 2007, for the purpose of promoting cooperation and exchange in science and technology and strengthening friendship between the peoples of the two countries on the basis of mutual benefits and reciprocity, have agreed as follows:

Article 1

Within their mutual competences, subject to the laws and regulations in force between the two countries and subject to the financial availability of each party, the parties will encourage scientific and technological cooperation between Costa Rican and Chinese scientists in the areas of mutual interest.

Article 2

The parties will promote scientific exchanges, visits, research collaboration, conferences, seminars and workshops, exchanges of publications and information, and other forms of collaboration as mutually agreed by the Parties.

Article 3

The Parties will encourage and support scientists from both parties to participate the scientific and technological activities and annual programs of cooperation developed under the Inter-Governmental Agreement.

Article 4

The Parties will encourage scientists and postgraduates from either party to conduct academic visits, professional research, and technical training programs at the research and experimental institutions of the other party on a short-term or long-term basis.

Article 5

The Parties will encourage research institutions from each party to conduct joint research projects on key areas of priority that are mutually agreed upon, and to discuss the establishment of joint research centers based on that.

Article 6

The Parties will encourage exchange of researchers centering on joint research projects that are of common interest.

Article 7

The expenses for the exchange as stipulated in this agreement shall be shared by the Parties on the basis of reciprocity. Unless otherwise agreed, the regular salary, return international airfare, insurances for health and travel, and cost for travel within the hosting country of the participants shall be borne by the sending Party, whereas the cost of food and lodging shall be borne by the receiving Party according to its national standards.

Article 8

The hosting Party shall provide necessary conditions for academic activities for scientists from the sending party.

Article 9

The agreement may be amended through negotiation when necessary. Any amendment and supplement of this agreement shall be done by written notes and mutual agreement of the Parties.

Article 10

Intellectual property issues related to the implementation of this agreement shall be addressed through negotiation in accordance with the relevant laws and regulations of both countries.

Article 11

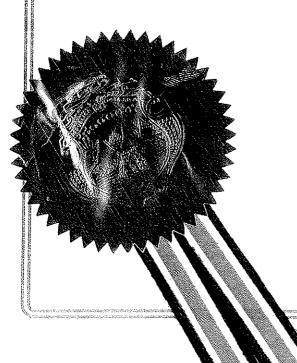
This agreement will become effective after it has been signed by both parties and shall remain in force for three years. The renewal of the agreement shall depend on the outcomes of review conducted by both parties 6 months prior to its expiry. Signed in San Jose on 17 November 2008, in duplicate in the Chinese and English languages, all texts being equally authentic. The English version shall be final in the case of discrepancy.

Dr. Eugenia Flores Vindas
Minister

Tieniu TAN
Deputy Secretary General

For and on behalf of The Ministry of Science and Technology of Costa Rica

For and on behalf of The Chinese Academy of Sciences



哥斯达黎加科学技术部和中国科学院 科学技术合作协议

根据 2007 年 12 月 5 日在北京签署的《哥斯达黎加科学技术部与中华人民共和国科学技术部科技合作协议》(以下简称"协议"),哥斯达黎加科学技术部和中国科学院(以下简称双方),为加强两个机构之间的科学技术交流与合作,增进两国人民之间的友谊,双方本着互利互惠的原则,达成以下协议:

第一条

双方将根据各自的能力、本国现行法律法规以及可用资源,鼓励双方的科学家在共同感兴趣的科学和技术领域开展合作。

第二条

双方将促进科学交流、访问、合作研究、研讨会、出版物和科学信息交流以及其他经双方协商同意的形式的合作。

第三条

双方鼓励和支持相关的科学家参加两国科学技术部签署的科技 合作协议所规定的科学技术活动,鼓励和支持相关的科学家参与两国 科学技术部共同制定的年度科学技术合作计划和项目。

第四条

双方鼓励各自机构的科学家和研究生到对方的研究和试验机构进行短期或长期的学术访问、专业研究、技术培训等形式的活动。

第五条

双方鼓励各自的科学研究和试验机构在他们共同确定的关键优 先领域开展联合研究项目,并在此基础上探讨成立联合研究中心。

第六条

双方鼓励科研人员之间的交流围绕着共同感兴趣的联合研究项目展开。

第七条

开展交流的研究人员的费用将根据对等的原则由双方分担。一般情况下,派出方将负担派出人员的正常工资、往返国际旅费、旅行和健康医疗保险以及在目的国的交通费用,接待方将负担按其国家标准提供的伙食和住宿费用,除非双方另有商定。

第八条

接待方将为派遣方的科学家提供必要的学术活动条件。

第九条

本协议在双方认为必要时可协商修改。对本协议的任何修改或补 充,必须建立在双方书面交流和协商一致的基础上。

第十条

执行本协议过程中所涉及的知识产权事宜将根据两国政府的有关法律法规协商处理。

第十一条

本协议自双方共同签署之日起生效。有效期3年。在期满之前6 个月,经双方对执行情况进行评估之后再决定是否续签协议。

本协议于 2008 年 11 月 17 日在哥斯达黎加圣何塞签署,协议分别有中文和英文二种文字版本,每个版本各有 2 份原件,所有文本具备同样效力。在发生歧义时以英文文本为准。

Eugenia Sores Vindas

部长

哥斯达黎加科技部

谭铁牛

副秘书长

中国科学院