

AGREEMENT ON COOPERATION IN SCIENTIFIC AND TECHNICAL RESEARCH BETWEEN DEUTSCHE FORSCHUNGSGEMEINSCHAFT OF THE FEDERAL REPUBLIC OF GERMANY AND TÜRKİYE BİLİMSEL VE TEKNİK ARAŞTIRMA KURUMU OF THE REPUBLIC OF TURKEY

Recognizing the importance of and the mutual benefit to be derived from bilateral cooperation in scientific and technical research, Deutsche Forschungsgemeinschaft (DFG) of the Federal Republic of Germany and Türkiye Bilimsel ve Teknik Araştırma Kurumu (TÜBİTAK) of the Republic of Turkey (hereafter referred to as 'the Parties') have decided to sign the following agreement:

Article I

DFG and TÜBİTAK will, within the framework of their responsibilities and in accordance with their respective funding criteria, support

- (a) joint research projects,
- (b) the exchange of scientists and research workers,
- (c) the organization of bilateral scientific meetings,
- (d) the exchange of information and publications concerning scientific and technical research,
- (e) any other form of cooperation upon which they may agree.

Article II

The Parties will share in the effort and the costs of all activities as described in article I. This provision, however, does not require a precise matching of funds, manpower or facilities in any single activity. Obligations assumed by the Parties are subject to availability of funds.

Article III

Each Party will provide the scientists and research workers of the other Party with the necessary assistance and facilities to fulfil their mission.

Article IV

The Parties will seek to facilitate as necessary through the collaboration with the appropriate authorities all forms of official permission for the entry into and the exit from their respective national territories of personnel, equipment and supplies required to carry out any activity approved under this agreement.

Article V

The implementation of the cooperation in scientific and technical research as described in article I will be regulated by an executive protocol to be added to this agreement.

Article VI

The Parties shall meet if and when necessary, in any case not less than once every two years, alternatively in Germany and Turkey, in order to examine the progress and the results of the cooperation. If it proves to be necessary they will set up a mixed subcommittee.

Article VII

If joint research activities carried out under this agreement produce patentable results then the Parties will make an additional agreement protecting the joint ownership and legal status of the patent within their own territories and in third countries.

Article VIII

This agreement will enter into force after its approval by the governing bodies of both Parties. It is concluded for a period of five years. After that term it will be extended automatically for five year periods if it is not cancelled by either Party. The cancellation notice has to be given in writing six months before the end of the five year term.

Article IX

The provisions of this agreement may be altered partially or completely at any time by mutual consent of the Parties.

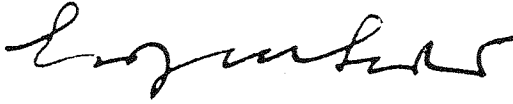
Article X

Two originals of this agreement, both in English, have been documented and signed at Bonn on October 3, 1984.

DEUTSCHE FORSCHUNGSGEMEINSCHAFT

THE PRESIDENT

THE SECRETARY GENERAL



E. Seibold



C. H. Schiel

TÜRKİYE BİLİMSEL VE TEKNİK ARAŞTIRMA KURUMU

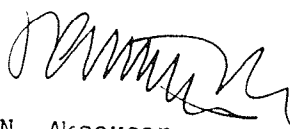
THE CHAIRMAN

MEMBER

THE SECRETARY GENERAL



K. Kafalı



N. Aksoycan



A. N. İnce

EXECUTIVE PROTOCOL

OF THE AGREEMENT ON COOPERATION IN SCIENTIFIC AND TECHNICAL RESEARCH BETWEEN DEUTSCHE FORSCHUNGSGEMEINSCHAFT OF THE FEDERAL REPUBLIC OF GERMANY AND THE TÜRKİYE BİLİMSEL VE TEKNİK ARAŞTIRMA KURUMU OF THE REPUBLIC OF TURKEY

According to article V of the agreement on cooperation in scientific and technical research which Deutsche Forschungsgemeinschaft (DFG) of the Federal Republic of Germany and Türkiye Bilimsel ve Teknik Araştırma Kurumu (TÜBİTAK) of the Republic of Turkey signed at Bonn on October 3, 1984, the Parties agree as follows:

Article I

The agreement will be implemented by the secretariats of DFG and TÜBİTAK according to their respective rules and regulations. The working language will be English.

Article II

The Parties will endeavour to find collaborating partners in one country for project proposals submitted by the other Party as well as to promote collaboration when partners have identified each other independently.

Article III

Partners willing to collaborate in a joint research project (article I (a) of the agreement) shall address their applications to DFG and TÜBİTAK respectively. The applications will be evaluated independently by DFG and TÜBİTAK according to their own criteria and regulations. During the evaluation process the Parties will consult each other so that an unanimous decision may be reached.

Article IV

In principle, each Party shall meet the costs of manpower and facilities needed in its own country for any joint research project under article I (a) of the agreement. In cases of financial exigencies the Parties will try to find funds from other sources.

Article V

In exchanging scientists and research workers for activities defined in article I (a), (b) and (c) of the agreement international travel costs shall be met by the sending side. Travel, boarding and lodging in the host country shall be paid by the receiving side.

Article VI

In order to meet the cost of travel, boarding and lodging in the host country the Parties will put at each others disposal funds of identical amount which will be determined every year by exchange of letters. Any funds not used in any year shall not be transferred to the next year.

Article VII

The sending side will transmit its request(s) for (a) visit(s) to the receiving side, if possible, at least two months ahead of the start of the visit(s). The request(s) should be accompanied by information on the academic and professional position of the visitor(s) concerned as well as by a copy (copies) of (an) acceptance letter(s) of the hosting institute(s).

Article VIII

Before the visit(s) requested can start the receiving Party has to confirm the acceptance of the visit(s). The confirmation shall be given at least one month ahead of the start of the visit(s).

Article IX

The amount of money to be paid to the visitor(s) by the receiving Party shall be determined by the sending Party taking into consideration the duration of the visit(s) and the qualification of the visitor(s) concerned.

Article X

The cost of medical care for emergencies and accidents involving the visitor(s) shall be covered by the host Party.

Article XI

The expenditure involved in the local organization of bilateral scientific meetings (article I (c) of the agreement) shall be covered entirely by the hosting Party.

Article XIII

This Executive Protocol will enter into force after its approval by the governing bodies of both Parties. The period of validity shall be in accordance with article VIII of the agreement.

Article XIII

The provisions of the Executive Protocol may be altered partially or completely at any time by mutual consent of the Parties.

Article XIV

Two originals of this Executive Protocol, both in English, have been documented and signed at Bonn on October 3, 1984.

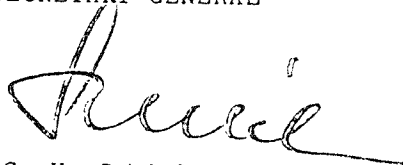
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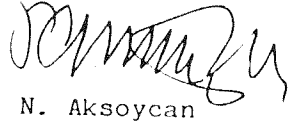
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