

No. 9421

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**BRAZIL**  
and  
**FEDERAL REPUBLIC OF GERMANY**

**Basic Agreement on technical co-operation. Signed at Bonn  
on 30 November 1963**

*Authentic texts : Portuguese and German.*

*Registered by Brazil on 21 February 1969.*

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**BRÉSIL**  
et  
**RÉPUBLIQUE FÉDÉRALE D'ALLEMAGNE**

**Accord de base relatif à la coopération technique. Signé à  
Bonn le 30 novembre 1963**

*Textes authentiques : portugais et allemand.*

*Enregistré par le Brésil le 21 février 1969.*

[TRANSLATION — TRADUCTION]

## BASIC AGREEMENT<sup>1</sup> ON TECHNICAL CO-OPERATION

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The Government of the United States of Brazil and the Government of the Federal Republic of Germany,

Desiring to strengthen and enhance the friendly relations between the two States and peoples,

Considering that it is in their common interest to promote and encourage technical and scientific progress and economic and social development in their respective countries,

Recognizing the advantages which will result for both countries from closer and more efficient technical and economic co-operation,

Have decided to conclude, in a spirit of friendly collaboration, a Basic Agreement on Technical Co-operation, and for that purpose have been represented as follows :

The Government of the United States of Brazil : by Mr. Egydio Michaelsen, Minister of State for Industry and Trade ;

The Government of the Federal Republic of Germany, by Dr. Gerhard Schröder, Federal Minister for Foreign Affairs,

who have agreed as follows :

### *Article 1*

1. The High Contracting Parties shall endeavour to give each other co-operation and assistance, taking into account their respective capacities, on the basis of self-help and joint participation in relevant technical matters, for the purpose of accelerating and ensuring the progress and social well-being of the two countries

2. In pursuance of this Agreement the High Contracting Parties shall conclude supplementary agreements on individual technical co-operation projects.

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<sup>1</sup> Came into force on 25 May 1965, the date of the last of the notifications communicating the fulfilment by both Contracting Parties of the requirements for the entry into force of the Agreement, in accordance with article 8.

*Article 2*

For the purpose of ensuring that the technical co-operation activities arising from this Agreement are carried out in a systematic and orderly manner, the High Contracting Parties undertake :

(1) To hold consultations at the appropriate time on the preparation of the general programme of co-operation provided for in this Agreement, with a view to considering the measures necessary for executing the programmes and specific projects covered by such supplementary agreements as have been concluded ;

(2) To take into account all factors which are relevant for the purpose of integrating the programme and the specific projects in Brazil's regional or national planning ;

(3) To establish a satisfactory procedure for periodic review and analysis of the programme and projects, which shall be followed during the consultations referred to in sub-paragraph (1), with the aim of securing the optimum utilization of the resources invested in them in the shortest possible time ;

(4) To provide each other with all information relevant to and important for the technical co-operation which is the subject of this Agreement.

*Article 3*

With a view to attaining the worthy aims pursued by the High Contracting Parties, the supplementary agreements referred to in article 1, paragraph 2, may stipulate that the Government of the Federal Republic of Germany shall :

(1) Assist the Government of the United States of Brazil :

(a) in establishing and equipping demonstration and pilot plants and vocational training centres ;

(b) in training skilled personnel to participate in the activities of the centres and plants mentioned in (a) above ;

(c) in recruiting German teachers, technicians and experts who will co-operate in achieving the aims specified in (a) and (b) above ;

(2) Provide Brazilian officials and other persons duly selected by mutual agreement with the opportunity and the means of attending, in educational institutions or industrial organizations in Germany, courses of instruction or training — basic, advanced or specialized — in subjects or techniques which are urgently needed for technical or scientific progress and for economic and social development ;

(3) Dispatch German technicians and experts to render advisory services during the study and execution of specific projects and programmes of importance to the economic and social development of Brazil.

#### *Article 4*

The Government of the United States of Brazil, for its part, for the purpose of achieving the same worthy aims pursued by the High Contracting Parties, shall :

(1) Make available, as required for carrying out specific projects under such supplementary agreements as have been concluded in conformity with article 1, paragraph 2, sites, buildings, facilities, goods and services, and pay the operating and maintenance costs ;

(2) Grant exemption, in respect of the importation of machinery, apparatus or other equipment supplied by the Government of the Federal Republic of Germany to the Government of the United States of Brazil or to agencies or organs expressly designated by it under the supplementary agreements referred to in article 1, paragraph 2, from import licence, proof of foreign exchange allocation, payment of consular fees, customs duties and other taxes or charges levied on the purchase, consumption and sale of goods, and grant similar exemptions in respect of the re-export of such machinery, apparatus or other equipment.

#### *Article 5*

1. The Government of the United States of Brazil, with a view to achieving the same worthy aims, shall grant to the instructors, technicians and experts who enter the country in pursuance of this Agreement :

- (a) an official visa, free of charge, for themselves and members of their families, authorizing their residence for the period stipulated in the relevant supplementary agreement and the exercise of the activities associated with their functions ;
- (b) exemption from customs duties and other customs charges, and from import licences and similar economic restrictions, on their furniture and personal and household effects intended for their initial installation and within six months from their date of arrival. A similar exemption shall be granted in respect of one motor vehicle for personal use, imported in the name of the person concerned or of his spouse, provided the scheduled period of residence in Brazil is more than one year. Such motor vehicle may be sold or transferred

only in conformity with the provisions and time-limits laid down in existing legislation ;

- (c) exemption for such personnel and members of their families, for the duration of their official residence in Brazil, from all taxes and levies on that part of their income which is derived from external sources and from social security contributions ;
- (d) entitlement, through the organ or agency with which they are serving, to whatever medical assistance or hospital treatment they may require in the event of accident or disease resulting from the normal performance of their duties or from environmental conditions ;
- (e) suitable accommodation for themselves and their families, to be provided by the organ and agency with which they are serving or, where this is not possible, effective help in securing accommodation and paying the rent for it ;
- (f) assistance in respect of transport and travel expenses for official travel in Brazil.

2. The Government of the United States of Brazil shall grant official visas free of charge to non-Brazilian employees of the instructors, technicians and experts, and shall grant them customs facilities for their personal baggage in accordance with the legislation in force, in addition to the exemption mentioned in paragraph 1 (c) above.

#### *Article 6*

1. Civil liability for any injury to third parties caused by the German instructors, technicians or experts in the performance of their duties under this Agreement shall be assumed by the Brazilian organ or agency responsible for their presence in Brazil.

2. The Brazilian organ or agency concerned may, however, exercise its right of recourse against any of the German instructors, technicians or experts if such injury was wilful or the result of carelessness or grave negligence.

#### *Article 7*

The provisions of this Agreement shall apply to German instructors, technicians and experts who are engaged in technical co-operation in Brazil on the date of its entry into force.

*Article 8*

Each of the High Contracting Parties shall notify the other of the completion of the necessary formalities for the entry into force of this Agreement, which shall be valid from the date of the later notification.

*Article 9*

1. This Agreement shall remain in force for two years and shall be renewed automatically for similar successive periods, unless one of the High Contracting Parties gives notice to the other six months before the expiry of such period of its intention to denounce it.

2. Such denunciation shall not affect programmes and projects which are in process of execution, unless the High Contracting Parties otherwise decide.

*Article 10*

This Agreement shall also apply to *Land* Berlin unless the Government of the Federal Republic of Germany, within three months after its signature, indicates otherwise to the Government of the United States of Brazil.

IN WITNESS WHEREOF the above-mentioned representatives have signed this Agreement, and affixed thereto their seals, in four equally authentic copies, two in the Portuguese language and two in the German language, at Bonn on the thirtieth day of November one thousand nine hundred and sixty-three.

For the Government  
of the United States of Brazil :

Egydio MICHAELSEN

For the Government  
of the Federal Republic of Germany :

SCHRÖDER