

**No. 10230**

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**FRANCE**  
**and**  
**BRAZIL**

**Agreement on technical and scientific co-operation. Signed  
at Paris on 16 January 1967**

*Authentic texts: French and Portuguese.*

*Registered by France on 26 January 1970.*

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**FRANCE**  
**et**  
**BRÉSIL**

**Accord de coopération technique et scientifique. Signé à Paris  
le 16 janvier 1967**

*Textes authentiques: français et portugais.*

*Enregistré par la France le 26 janvier 1970.*

[TRANSLATION — TRADUCTION]

AGREEMENT <sup>1</sup> ON TECHNICAL AND SCIENTIFIC CO-OPERATION BETWEEN THE GOVERNMENT OF THE FRENCH REPUBLIC AND THE GOVERNMENT OF THE UNITED STATES OF BRAZIL

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Desiring to strengthen the cordial relations existing between them, as evidenced in particular by the Cultural Agreement of 6 December 1948,<sup>2</sup> and to establish a general framework to facilitate the development of co-operation in technical, scientific and administrative matters and in vocational training,

The Government of the French Republic and the Government of the United States of Brazil, have agreed on the following provisions:

*Article I*

The Government of the French Republic and the Government of the United States of Brazil shall organize technical and scientific co-operation between the two States in the fields of scientific research, the training of administrative and technical staff, and economic and social development on the basis of joint financing and according to such methods as may be subsequently determined by means of supplementary arrangements made under this Agreement.

*Article II*

For the purpose of effecting this co-operation, each Government shall, if the Government of the other Party so requests, endeavour to arrange for:

(a) The assignment to the other Party of experts, teachers, research workers and technicians, for the following purposes:

— To give technical assistance in specific problems,

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<sup>1</sup> Came into force on 3 August 1968, the date of the last of the notifications by which each of the Contracting Parties had informed the other of the completion of the procedures required under its constitution, in accordance with article XII.

<sup>2</sup> See p. 163 of this volume.

- To co-operate in the training of scientific, technical and administrative personnel and in vocational training,
- To participate in research,
- To assist in the study of projects selected by agreement between the two Governments and executed with the help of international institutions;

(b) Assistance in carrying out programmes of scientific and technical research, both basic and applied, in particular through the participation of institutions or organizations which specialize in such matters;

(c) The organization of training or advanced training courses and the granting of fellowships;

(d) The participation of organizations specializing in studies relating to economic and social development.

### *Article III*

The jurisdiction of the Mixed Commissions established pursuant to article XII of the Cultural Agreement of 6 December 1948 shall extend to the matters covered by this Agreement.

### *Article IV*

Each Contracting Party shall make the necessary arrangements to facilitate exchanges of students and the organization of training and advanced training courses for technicians. In particular, they shall endeavour as far as possible to maintain the level of remuneration of fellowship-holders who are employed by the government departments or related enterprises.

### *Article V*

Each Contracting Party shall designate technicians to work with the experts, teachers, research workers and technicians assigned by the other Party for the purposes specified in article II. Such experts shall, in carrying out their mission, give the technicians designated by the State receiving the assistance all possible information regarding the methods, techniques and practices used in their fields, and the principles on which such methods are based.

*Article VI*

The authority to whom experts, teachers, research workers and technicians are assigned shall take the necessary steps to provide whatever work, transport, office and other facilities and whatever equipment and staff may be needed for the performance of their mission.

*Article VII*

The texts of the supplementary arrangements referred to in article I shall determine in each case the allocation of the costs and expenses arising from their execution. They shall also contain a clause concerning their duration.

*Article VIII*

Each Contracting Party shall facilitate the stay and travel within the country of nationals of the other Party who are carrying out their activities under this Agreement.

*Article IX*

All provisions of the exchange of letters between France and Brazil of 16 and 22 January 1963<sup>1</sup> shall apply to French experts, teachers, research workers and technicians sent on mission to Brazil under this Agreement. The said exchange of letters shall be supplemented by the following provisions:

(a) Automobiles imported in accordance with paragraph 3 of the said exchange of letters may be re-exported freely without payment of any customs duties or charges, regardless of the duration of the expert's stay.

(b) The remuneration paid by Brazilian institutions to French experts, teachers, research workers and technicians sent on mission to Brazil under this Agreement may not be subject to forced borrowing.

*Article X*

In all matters not governed by the exchange of letters referred to in article IX of this Agreement or by some other special arrangement, the Government of the United States of Brazil shall apply to such persons and their property the

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<sup>1</sup> See p. 179 of this volume.

provisions applied to experts of the United Nations<sup>1</sup> and its specialized agencies<sup>2</sup>.

#### *Article XI*

Scientific and technical equipment all materials needed for the technical co-operation programmes or presented to Brazilian institutions by the French Government under this Agreement shall not be subject to the requirements concerning prior issuance of an import licence and submission of proof that foreign exchange is available to cover payment, where such requirements exist. They shall be exempt from consular fees and customs duties, import charges, taxes on the acquisition, use or sale of property and all other similar charges and levies.

Equipment and materials imported in the conditions described above for a co-operation mission shall either be re-exported with the same exemptions following completion of the mission for which they were imported or shall become the property of the Brazilian institutions to which they were presented.

#### *Article XII*

Each Contracting Party notify the other when the procedures required under its Constitution for the entry into force of this Agreement have been completed. This Agreement shall enter into force on the date of the last such notification.

#### *Article XIII*

This Agreement may be amended by arrangement between the two Contracting Parties at the request of either Party.

#### *Article XIV*

Either Government may terminate this Agreement at any time. Such termination shall take effect 180 days following notification thereof.

<sup>1</sup> See "Convention on the Privileges and Immunities of the United Nations" in United Nations, *Treaty Series*, vol. 1, p. 15, and vol. 90, p. 327 (corrigendum to vol. 1, p. 18).

<sup>2</sup> See "Convention on the Privileges and Immunities of the Specialized Agencies" in United Nations, *Treaty Series*, vol. 33, p. 261. For the final and revised texts of annexes published subsequently, see vol. 71, p. 318; vol. 79, p. 326; vol. 117, p. 386; vol. 275, p. 298; vol. 314, p. 308; vol. 323, p. 364; vol. 327, p. 326; vol. 371, p. 266; vol. 423, p. 284; vol. 559, p. 348, and vol. 645, p. 340.

DONE at Paris on 16 January 1967, in duplicate in the French and Portuguese languages, the two texts being equally authentic.

For the Government  
of the French Republic:

M. COUVE DE MURVILLE  
[SEAL]

For the Government  
of the United States  
of Brazil:

Juracy MAGALHÃES  
[SEAL]

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