

No. 11321

**NETHERLANDS
and
BRAZIL**

**Basic Agreement concerning technical co-operation. Signed at
Rio de Janeiro on 25 September 1969**

Authentic texts: Dutch and Portuguese.

Registered by the Netherlands on 31 August 1971.

**PAYS-BAS
et
BRÉSIL**

**Accord de base concernant la coopération technique. Signé à
Rio de Janeiro le 25 septembre 1969**

Textes authentiques: néerlandais et portugais.

Enregistré par les Pays-Bas le 31 août 1971.

[TRANSLATION — TRADUCTION]

BASIC AGREEMENT¹ CONCERNING TECHNICAL CO-OPERATION BETWEEN THE GOVERNMENT OF THE KINGDOM OF THE NETHERLANDS AND THE GOVERNMENT OF THE FEDERATIVE REPUBLIC OF BRAZIL

The Government of the Kingdom of the Netherlands and the Government of the Federative Republic of Brazil,

Desiring to strengthen the friendly relations between their two countries,

Considering that it is in their common interest to promote and encourage the technological progress and the social and economic development of their countries,

Recognizing the mutual advantages which will result from closer and more co-ordinated technical co-operation to achieve the above-mentioned aims, and

Having decided to conclude, in a spirit of friendly collaboration, a basic agreement on technical co-operation, have appointed their plenipotentiaries, duly authorized for this purpose, who have agreed as follows:

Article I

1. The two Governments shall endeavour to provide mutual assistance and co-operation, taking into account their respective technical and financial potential and so far as this is possible with the personnel available.

2. Technical co-operation shall consist of the transfer, in the broadest sense of the term, of knowledge and experience, which may be accompanied by material aid.

3. The co-operation and assistance provided under this Agreement shall be based on joint participation in important technical matters, with the aim of accelerating and ensuring the economic development and social welfare of the two nations.

¹ Came into force on 14 June 1971, the date of the last of the notifications by which each Government informed the other that the procedures constitutionally required had been completed, in accordance with article VIII (2).

4. Active co-operation of the kind described in the preceding paragraph shall not be initiated before the Government wishing to avail itself of the opportunities for co-operation offered by the other Government has explicitly made a request to that effect, nor before agreement has been reached regarding the material conditions which such co-operation requires.

5. Programmes of technical co-operation shall be carried out in accordance with the special technical agreements to be concluded between the competent authorities on the basis of this Agreement. Such agreements shall enter into force on the date on which they are confirmed by an exchange of notes.

Article II

The two Governments shall jointly bear the costs of the technical co-operation programmes carried out under this Agreement and the special technical agreements.

Article III

Technical co-operation, as defined in this Agreement and specified in the special technical agreements, may consist of:

- A. Making available the services of experts in an advisory or executive capacity;
- B. Awarding fellowships to candidates, duly selected and nominated by their respective Governments, for attending courses or participating in training programmes in the other country;
- C. Providing any other form of technical co-operation which may be mutually agreed upon.

Article IV

In the performance of their duties the technical personnel shall maintain close contact with the Government which receives advice and assistance, through the bodies designated by that Government, and shall comply with such instructions from that Government as may be provided for in the special technical agreements.

Article V

1. Technical personnel made available under this Agreement by the Government of either country to serve in an advisory or executive capacity in

the other country may, within a period of six months following their arrival in the other country, bring in, without a special import licence or a foreign exchange payment certificate, where such requirements exist, and exempt from consular fees, customs duties and any other similar taxes or duties:

- A. Their luggage;
- B. Personal and household effects and consumer goods brought into the country for their own personal use or for the use of members of their families;
- C. One automobile for their personal use, brought into the country in their own name or in the name of their spouses, provided that they remain in the country at least one year. Alienation in the receiving country of any automobile so imported shall be subject to the regulations prescribed by the Government of that country.

2. Upon the termination of their official duties, the same facilities shall be granted to the technical personnel for the exportation of the aforementioned goods in accordance with the relevant national legislation in force. This shall also apply to personal and household effects which, within reasonable limits, have been acquired during the period of the assignment.

3. The technical personnel referred to in this article and their families shall be exempt from all taxes and duties, including social security taxes, which under the laws of the two countries may be levied on salaries and emoluments received from abroad, in respect of payment for their services pursuant to this Agreement.

4. Each Government shall be responsible for dealing with any claims which may be brought by third parties against the technical personnel of the other country and shall hold such personnel harmless in respect of any claim or liability resulting from operations under this Agreement, except where the two Governments agree that such claim or liability arises from the gross negligence or wilful misconduct of the personnel concerned.

Article VI

The import and export of such equipment and materials as are needed by the technical personnel for the performance of their duties or which form part of materials made available in connexion with technical co-operation on a broader scale shall be permitted at any time and without a special import licence or a foreign exchange payment certificate, where such requirements exist, and shall be exempt from consular fees and customs duties, import

charges, purchase and excise duties, sales taxes and any other similar taxes or duties.

Article VII

Where this Agreement makes no provision regarding facilities for the appointment of experts and the execution of projects, the two Governments shall apply the Revised Standard Agreement concerning technical assistance concluded between the Government of Brazil and the United Nations at Rio de Janeiro on 29 December 1964.¹

Article VIII

1. This Agreement shall remain in force for a period of five years from the date of its signature. Unless denounced in writing by one of the Governments six months before the expiry of the current period, it shall be deemed to be extended each time by tacit agreement for a further period of three years.

2. Each Government shall notify the other when the procedures constitutionally required for the entry into force of this Agreement have been completed; the Agreement shall enter into force on the date of the last such notification.

IN WITNESS WHEREOF the plenipotentiaries of the two Governments have signed this Agreement.

DONE in the City of Rio de Janeiro on 25 September 1969, in duplicate in the Dutch and Portuguese languages, both texts being equally authentic.

For the Government of the Kingdom of the Netherlands:
D. VAN DEN BRANDELER

For the Government of the Federative Republic of Brazil:
JOSÉ DE MAGALHÃES PINTO

¹ United Nations, *Treaty Series*, vol. 684, p. 248.