

**No. 11894**

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**BRAZIL  
and  
SWITZERLAND**

**Agreement on scientific and technical co-operation. Signed at Rio  
de Janeiro on 26 April 1968**

*Authentic texts : Portuguese and French.*

*Registered by Brazil on 27 July 1972.*

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**BRÉSIL  
et  
SUISSE**

**Accord de coopération technique et scientifique. Signé à Rio de  
Janeiro le 26 avril 1968**

*Textes authentiques : portugais et français.*

*Enregistré par le Brésil le 27 juillet 1972.*

[TRANSLATION — TRADUCTION]

AGREEMENT<sup>1</sup> ON SCIENTIFIC AND TECHNICAL CO-OPERATION BETWEEN THE FEDERATIVE REPUBLIC OF BRAZIL AND THE SWISS CONFEDERATION

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The Brazilian Government and the Swiss Federal Council, desiring to strengthen the ties of friendship existing between the Federative Republic of Brazil and the Swiss Confederation, and considering the desirability of developing technical co-operation between the two countries, have agreed on the following :

*Article I*

The Brazilian Government and the Swiss Federal Council undertake to promote co-operation between the two countries in the field of science and technology to the greatest possible extent.

*Article II*

The provisions of this Agreement shall apply :

- (a) To technical co-operation projects between the two Contracting Parties;
- (b) To technical co-operation projects originating, in the case of Switzerland, with public corporations or private organizations, provided that an agreement to that effect is concluded between the two Contracting Parties.

*Article III*

The Contracting Parties may draw up by agreement programmes relating to specific technical co-operation projects.

*Article IV*

Technical co-operation may assume, *inter alia*, the following forms :

- (a) The secondment of experts or technical personnel;
- (b) The granting of fellowships for study or vocational training. The Swiss Government shall, within the limits of its capacity, grant fellowships for study and vocational or technical training in Brazil, in Switzerland or in third countries to candidates chosen by agreement between the two Governments. The Brazilian Government shall find such employment for the

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<sup>1</sup> Came into force on 26 August 1969, the date by which the Contracting Parties had notified each other that their constitutional procedures had been completed, in accordance with article XI.

recipients of fellowships, upon their return to Brazil, as will permit full use to be made of the knowledge they have acquired;

- (c) Subsidies to semi-public or private institutions for the purpose of implementing development projects;
- (d) Such other forms of co-operation as may be provided for by agreement between the Contracting Parties.

#### *Article V*

Technical co-operation projects and the implementation thereof shall be the subject of special agreements.

#### *Article VI*

Within the framework of technical co-operation activities, each Contracting Party shall be responsible for an equitable share of the costs, expenses payable in Brazilian currency being borne, in principle, by the Brazilian Government.

The Contracting Parties undertake :

(1) *In the case of Switzerland:*

- To pay the salaries and insurance costs of the personnel made available by Switzerland;
- To pay the travel expenses of such personnel from Switzerland to Brazil and back;
- To pay the cost of purchasing and transporting materials not available in Brazil;
- To pay the subsistence costs, training costs and travel expenses for the return journey from Switzerland to Brazil of Brazilian nationals invited to Switzerland for training within the framework of technical co-operation.

(2) *In the case of Brazil:*

- To provide such materials and equipment as are available in Brazil;
- To procure and pay the cost of accommodation for technical co-operation personnel, the departure of such personnel from Switzerland being, as a general rule, contingent upon the prior handing over of the accommodation to a Swiss representative in the country;
- To provide and pay the rental of offices and other necessary premises;
- To pay the cost of official travel, transport, mail, telephone calls and cables relating to the mission;
- To provide such services as can be performed by local personnel and pay the cost of secretarial, translation and other such services;
- To pay the travel expenses for the journey from Brazil to Switzerland of fellowship-holders and trainees invited to Switzerland within the framework of Swiss technical co-operation.

*Article VII*

Under this Agreement, the Brazilian Government undertakes :

- (a) To exempt materials and equipment of either public or private origin required for technical co-operation from all customs duties, taxes and other charges in respect of importation, purchase and sale within the country, and re-export;
- (b) To exempt persons seconded by Switzerland to Brazil to engage in activities under this Agreement or under special agreements, whose entry into the country has been approved by the Brazilian Government, from all national, regional or communal personal or property taxes or charges payable on salaries and remuneration paid by the Swiss Government or by the Swiss institutions referred to in article II of the Agreement;
- (c) To permit importation of the furniture and personal effects of the persons referred to in subparagraph (b) above and of the articles required for their professional activities free of all customs duties, charges and other related fees, apart from costs of storage, transport and similar services, at the time of their arrival in Brazil or, where appropriate, up to 6 (six) months after their arrival. This exemption shall also apply to one automobile per expert where the person in question intends to remain in Brazil for a period of at least one year. Resale of the vehicle shall be subject to the laws applied by the Brazilian Government, in such cases, to technicians of the United Nations and its specialized agencies;
- (d) To grant, free of charge and as soon as possible, the entry and exit visas for such persons and their families requested by the Swiss authorities or their representatives in Brazil;
- (e) To issue a letter of credentials assuring them of the complete assistance of the Government services in the performance of their task;
- (f) To be liable for any damage caused by them in the performance of their mission unless such damage is wilful or the result of gross negligence;
- (g) To ensure their safety.

*Article VIII*

The provisions of this Agreement shall also apply to persons seconded by Switzerland—and to their families—who are already engaging in activities in Brazil within the framework of technical co-operation between the two States as defined in article II (a) and (b) above.

*Article IX*

In all other cases, the two Contracting Parties shall apply to the above-mentioned persons and to their property and effects the same provisions that are applicable to technicians of the United Nations and its specialized agencies.

*Article X*

The Contracting Parties shall contact each other periodically for the purpose of analysing the results achieved in the implementation of co-operation projects under this Agreement.

*Article XI*

This Agreement shall enter into force when the Contracting Parties notify each other that the constitutional procedures relating to the conclusion and entry into force of international agreements have been completed. It shall remain in force until 31 December 1970. It shall thereafter be automatically renewed from year to year until such time as one of the Contracting Parties denounces it by giving notice in writing to that effect three months before the end of any year.

DONE at Rio de Janeiro on 26 April 1968, in duplicate in the Portuguese and French languages, both texts being equally authentic.

For the Government  
of the Federative Republic  
of Brazil :

JOSÉ DE MAGALHÃES PINTO

For the Swiss  
Federal Council :

GIOVANNI ENRICO BUCHER