

No. 11917

BRAZIL
and
FEDERAL REPUBLIC OF GERMANY

**General Agreement concerning co-operation in scientific research
and technological development. Signed at Bonn on 9 June 1969**

Authentic texts : Portuguese and German.

Registered by Brazil on 18 August 1972.

BRÉSIL
et
RÉPUBLIQUE FÉDÉRALE D'ALLEMAGNE

**Accord général de coopération dans les domaines de la recherche
scientifique et du développement technique. Signé à Bonn le
9 juin 1969**

Textes authentiques : portugais et allemand.

Enregistré par le Brésil le 18 août 1972.

[TRANSLATION — TRADUCTION]

GENERAL AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE FEDERATIVE REPUBLIC OF BRAZIL AND THE GOVERNMENT OF THE FEDERAL REPUBLIC OF GERMANY CONCERNING CO-OPERATION IN SCIENTIFIC RESEARCH AND TECHNOLOGICAL DEVELOPMENT

The Government of the Federative Republic of Brazil and
The Government of the Federal Republic of Germany,

On the basis of the friendly relations existing between their two countries,
Having regard to their common interest in the promotion of scientific research and technological development,

Recognizing the advantages accruing to both countries from close co-operation in the scientific and technological fields,

Considering that an agreement on co-operation in scientific research and technological development would complement the Agreement between the Federative Republic of Brazil and the European Atomic Energy Community (EURATOM) concerning Co-operation in the Peaceful Uses of Atomic Energy of 9 June 1961,² have agreed on the following provisions :

Article 1

1. The Contracting Parties shall promote co-operation for peaceful purposes between their two countries in scientific research and technological development.

2. Particular consideration shall be given to co-operation in the following fields :

- a) Nuclear research and the development of nuclear technology;
- b) Space research;
- c) Aeronautic research;
- d) Oceanographic research;
- e) Scientific documentation;
- f) Electronic data processing.

3. Co-operation in each field shall be the subject of special agreements to be negotiated by the Contracting Parties or, subject to their consent, by agencies

¹ Came into force on 12 August 1969, as soon as the Contracting Parties had informed each other that the necessary domestic legislative formalities had been completed, in accordance with article 14 (1).

² United Nations, *Treaty Series*, vol. 875, No. I-12552.

designated by them. Such agreements shall enter into force, as necessary, through an exchange of notes.

Article 2

1. Co-operation may take the following forms :

- a) Exchanges of information on scientific research and technological development;
- b) Exchanges of scientists, experts and technical personnel;
- c) The simultaneous, joint and co-ordinated execution of research and technological development projects;
- d) The use of scientific and technical equipment and installations.

2. The Contracting Parties shall facilitate to the greatest possible extent the provision of supplies and equipment.

3. The special agreements to be concluded pursuant to article 1, paragraph 3 of this Agreement, shall specify the beneficiaries of the results of the joint research or technological development projects.

Article 3

1. The travel costs of the scientists and technical personnel exchanged under this Agreement shall be borne by the sending State and their subsistence costs by the receiving State, through the establishment of special funds, in amounts to be agreed annually, which shall be subject to regular audit.

2. Defrayal of the costs of co-operating in the simultaneous, joint and co-ordinated execution of research and technological development projects, and of using scientific and technical equipment and installations, shall be governed by the special agreements to be concluded pursuant to article 1, paragraph 3, of this Agreement.

Article 4

1. German-Brazilian Mixed Commission for Scientific and Technological Co-operation shall be established to promote the implementation of this General Agreement and the special agreements provided for herein.

2. The Mixed Commission shall in principle meet once per year, alternately in the Federative Republic of Brazil and in the Federal Republic of Germany. The Commission may establish expert groups to deal with special questions.

Article 5

1. Exchanges of information in the fields covered by this General Agreement may take place between research institutes, specialized documentation centres and specialized libraries, where these are designated expressly by the agencies responsible for the implementation of the special agreements provided for in article 1, paragraph 3, of this Agreement.

2. The Contracting Parties may transmit the information received to public enterprises or enterprises maintained from public resources and to enterprises and institutions which serve the public. This option may be restricted or excluded by the Contracting Parties or by the agencies designated by them in the special agreements concluded pursuant to article 1, paragraph 3.

Such transmission of information to persons or institutions shall be excluded or restricted where the other Contracting Party or an agency designated by that Party so stipulates before or at the time of the exchange.

3. Each Contracting Party shall ensure that recipients of information authorized under this Agreement or the special agreements concluded for the purpose of its implementation do not transmit the information to institutions or persons that, under this Agreement or the special agreements concluded pursuant to article 1, paragraph 3, are not authorized to receive it.

Article 6

Each Contracting Party shall, to the greatest possible extent, promote the exchange and utilization of inventions and technical experiments protected by privately owned patents or registered designs.

Article 7

1. This Agreement shall not apply to :

- a) Information which is not at the free disposal of the Contracting Parties or the agencies designated by them in that it derives from third parties or its transmission is precluded;
- b) Information and industrial or proprietary rights which, under an agreement with another Government, may not be transmitted or transferred.

2. The transmission of information of commercial value shall take place on the basis of special agreements which shall also govern the procedure for transmission.

3. This article shall be applied in conformity with the laws and regulations in force in the territory of each Contracting Party.

Article 8

1. Without prejudice to any special arrangements which may exist, the transmission of information or the provision of materials, equipment and other facilities under this Agreement or the special agreements to be concluded for the purpose of its implementation shall create no liability on the part of the Contracting Parties as to the accuracy of the information transmitted or the suitability of the items provided for a particular purpose.

2. The special agreements to be concluded pursuant to article 1, paragraph 3, shall regulate in particular, as necessary :

- a) With regard to relations between the Contracting Parties or between the agencies designated by them,
— liability for damages sustained by third parties in connexion with the transmission of information, the provision of materials, equipment or other facilities or the exchange of personnel under this Agreement or the special agreements to be concluded for the purpose of its implementation;
— liability for damages sustained by the personnel of one of the Contracting Parties or the personnel of an agency designated by it under this Agreement or the special agreements to be concluded for the purpose of its implementation, including any insurance necessary to cover related risks;
- b) Liability for damages sustained by a Contracting Party through the actions or omissions of the other Contracting Party or through the actions or omissions of personnel of the other Contracting Party or of the personnel of an agency designated by that Party.

Article 9

1. The Contracting Parties shall ensure that, without prejudice to relevant domestic regulations in force, materials or equipment imported or exported under the special agreements to be concluded pursuant to article 1, paragraph 3, shall as far as possible be exempted from customs duties and other charges levied on imports and exports.

2. The Contracting Parties shall, without prejudice to the domestic regulations in force, allow scientists and technical and research personnel participating in the implementation of the special agreements concluded pursuant to article 1, paragraph 3, to import and export, for the duration of their stay in the country, articles for the personal use of themselves and their families, including one vehicle per family.

Article 10

The Contracting Parties shall provide assistance, through the competent State organs to the scientists and technical personnel exchanged under the special agreements (article 1, paragraph 3) in the execution of their assignments. To this end they shall, *inter alia*, issue identity documents where this is compatible with domestic legislation.

Article 11

The personnel exchanged under the special agreements shall comply with the regulations and instructions in force for the orderly and safe conduct of activities at the place of work in which they carry out their assignments.

Article 12

1. Disputes arising as to the interpretation or application of this Agreement shall, as far as possible, be settled by the Contracting Parties themselves.
2. Where a dispute cannot be settled through direct negotiation, either of the Contracting Parties may require its submission to the Permanent Court of Arbitration at The Hague, for a decision.

Article 13

This Agreement shall also apply to *Land Berlin*, provided that the Government of the Federal Republic of Germany has not made a declaration to the contrary to the Government of the Federative Republic of Brazil within three months from its entry into force.

Article 14

1. This Agreement shall enter into force as soon as the two Contracting Parties have informed each other that the necessary domestic legislative formalities have been completed.
2. This Agreement shall remain in force for a period of five years and shall be renewed thereafter for successive one year periods unless one of the Contracting Parties denounces it by giving at least twelve months' notice of termination. If the Agreement ceases to have effect as a result of its denunciation, its provisions shall remain in force for the period and to the extent necessary for the implementation of such of the special agreements concluded pursuant to article 1, paragraph 3, as are still being implemented on the date of its termination.

The period of validity of the special agreements concluded pursuant to article 1, paragraph 3, shall not be affected by the denunciation of this Agreement.

DONE at Bonn, on 9 June 1969, in duplicate in the German and Portuguese languages, both texts being equally authentic.

For the Government
of the Federal Republic of Brazil :

For the Government
of the Federal Republic of Germany :

JOSÉ DE MAGALHÃES PINTO

WILLY BRANDT
