No. 13722

BRAZIL and COLOMBIA

Basic Agreement on technical co-operation. Signed at Bogotá on 13 December 1972

Authentic texts: Portuguese and Spanish.

Registered by Brazil on 31 December 1974.

BRÉSIL et COLOMBIE

Accord de base relatif à la coopération technique. Signé à Bogotá le 13 décembre 1972

Textes authentiques : portugais et e†pagnol. Enregistré par le Brésil le 31 décembre 1974.

[Translation — Traduction]

BASIC AGREEMENT' ON TECHNICAL CO-OPERATION BETWEEN THE GOVERNMENT OF THE FEDERATIVE REPUBLIC OF BRAZIL AND THE GOVERNMENT OF THE REPUBLIC OF COLOMBIA

The Government of the Federative Republic of Brazil and the Government of the Republic of Colombia,

Inspired by the lofty purpose of strengthening and deepening the existing tradition friendly relations between the two nations,

Considering it to be in their common interest to promote and stimulate the technological and scientific progress and the economic and social development of each country,

Recognizing the mutual advantages which will result from closer and better organized technical co-operation in fields of common interest,

Have decided to conclude a Basic Agreement on technical co-operation and, to that end, have appointed as their plenipotentiaries:

- His Excellency General of the Army Emílio Garrastazu Médici, President of the Federative Republic of Brazil, His Excellency Mr. Fernando Ramos de Alencar, Ambassador of Brazil to the Republic of Colombia,
- His Excellency Mr. Misael Pastrana Borrero, President of the Republic of Colombia, His Excellency Mr. Alfredo Vázquez Carrizosa, Minister for Foreign Affairs of the Republic of Colombia,

Who, having exchanged their full powers, found in good and due form, have agreed to the following:

- Article I. For the purposes of this Agreement, the technical co-operation to be developed between the two countries shall be of the following types:
- (a) The preparation and joint implementation of technological and scientific research programmes and projects on matters of common interest;
- (b) The provision of courses of vocational training, specialization or advanced training in technological and scientific matters;
- (c) The provision of consultancy and advisory services.
- Article II. 1. Each of the High Contracting Parties shall be able at any time to submit to the other High Contracting Party, through the usual channels, requests for technical co-operation in accordance with the provisions of article I.
- 2. In meetings of the Mixed Commission on Economic and Technical Cooperation established under the Agreement on bases for economic and technical cooperation, of 28 May 1958,² the representatives of the Governments of the High Contracting Parties shall discuss and recommend or approve proposals for implementation of specific technical co-operation programmes and projects as outlined in article I.

² United Nations, Treaty Series, vol. 369, p. 141.

¹ Came into force on 27 September 1973, the date of the last of the notifications by which each Contracting Party informed the other of the completion of the required formal procedures, in accordance with article IX.

- Article III. 1. For the execution of specific technical co-operation programmes and projects in accordance with the provisions of article I (a) and (c), agreements supplementing this Basic Agreement shall be concluded.
- 2. The Supplementary Agreements shall specify the objectives and work schedules of the projects and the obligations of each of the High Contracting Parties.
- Article IV. The High Contracting Parties shall be able, whenever they deem it necessary and appropriate, to request the participation of international or regional bodies in the implementation of projects and programmes representing the types of technical co-operation referred to in article I (a) and (c).
- Article V. For the purpose of financing the types of technical co-operation outlined in article I, the High Contracting Parties shall adopt the following criteria:
- (a) The financing of the types of technical co-operation outlined in article I (a) shall be shared equally, unless otherwise agreed in the corresponding Supplementary Agreement.
- (b) For the execution of scholarship and fellowship programmes of the type outlined in article I (b), expenses shall be divided, the High Contracting Party which requests the training courses bearing the international travel costs of the candidates and the High Contracting Party which receives them providing adequate allowances and bearing the costs of domestic travel, when required;
- (c) For the implementation of consultancy and advisory projects as referred to in article I (c), the High Contracting Party of which the experts are nationals shall be responsible for paying their salaries and costs of international travel between the two countries, while the High Contracting Party receiving them shall bear the local costs relating to the performance of their tasks and domestic travel on official business.
- Article VI. In addition to examining and approving technical co-operation programmes and projects as outlined in article I, the Mixed Commission on Economic and Technical Co-operation shall be responsible for:
- (a) evaluating and determining priority areas in which it would be feasible to carry out specific technical co-operation projects;
- (b) analysing and proposing or approving technical co-operation programmes;
- (c) evaluating the results of the execution of specific technical co-operation projects.
- Article VII. The experts of each of the High Contracting Parties assigned to work in the territory of the other High Contracting Party in accordance with the provisions on technical co-operation outlined in article I (a) and (c) shall be subject to the regulations in force for United Nations experts in that country.
- Article VIII. Any equipment and materials which may for any reason be supplied by one Government to the other in the framework of technical co-operation projects as outlined in article I (a) and (c) shall be subject to the regulations applying to the import of equipment and materials supplied by the United Nations for its technical co-operation projects and programmes.
- Article IX. Each of the High Contracting Parties shall notify the other of the completion of the formal procedures required in order to give effect to this Agreement, which shall enter into force on the date of the later notification.

- Article X. 1. This Agreement may be denounced by either of the High Contracting Parties and shall cease to have effect six months after the date of denunciation.
- 2. The denunciation shall not affect programmes and projects in execution, unless otherwise agreed by the High Contracting Parties.
- Article XI. This Agreement has been prepared in duplicate in Portuguese and Spanish, both texts being equally authentic.

In witness whereof the above-mentioned plenipotentiaries have signed this Agreement and affixed thereto their respective seals.

Done in the city of Bogotá on 13 December 1972.

For the Government of the Federative Republic of Brazil:

FERNANDO RAMOS DE ALENCAR

For the Government of the Republic of Colombia:

Alfredo Vázquez Carrizosa