

**No. 14960**

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**BRAZIL  
and  
CANADA**

**Technical cooperation Agreement (with annexes). Signed at  
Brasília on 2 April 1975**

*Authentic texts: Portuguese, English and French.*

*Registered by Brazil on 17 August 1976.*

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**BRÉSIL  
et  
CANADA**

**Accord de coopération technique (avec annexes). Signé à  
Brasília le 2 avril 1975**

*Textes authentiques : portugais, anglais et français.*

*Enregistré par le Brésil le 17 août 1976.*

## TECHNICAL COOPERATION AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF THE FEDERATIVE REPUBLIC OF BRAZIL AND THE GOVERNMENT OF CANADA

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The Government of the Federative Republic of Brazil, hereinafter called the "Government of Brazil", and the Government of Canada, wishing to strengthen the cordial relations existing between the two nations and moved by the desire to develop technical cooperation between the two countries in conformity with the objectives and priorities of economic and social development of Brazil, have agreed to the following:

*Article I.* The Government of Brazil and the Government of Canada will promote the technical cooperation between the two countries, which shall consist of:

- 1) awarding of scholarships and training awards for Brazilians to study in Canada or a third country;
- 2) sending of Canadian experts, instructors and technicians to provide services in Brazil through individuals, institutions or firms, contracted by the Government of Canada;
- 3) provision of equipment and materials needed for the successful execution of projects of technical cooperation in Brazil;
- 4) sending of missions to Brazil in order to analyse economic and social development projects;
- 5) any other form of assistance which may be mutually agreed upon.

*Article II.* 1. The Government of Brazil on the one hand and the Government of Canada on the other may sign Subsidiary Agreements in the form of exchanges of notes in respect of the following:

- a) programmes or projects utilizing the means of cooperation outlined in Article I of the present Agreement;
- b) the responsibilities of each country set out in Annexes A and B with respect to specific programmes and projects.

2. The Subsidiary Agreements shall make specific reference to the present Agreement.

3. Subsidiary Agreements shall be considered to be administrative arrangements only and are not binding under international law.

*Article III.* The Government of Canada agrees to assume all the responsibilities referred to in Annex A of the present Agreement, entitled "Responsibilities of the Government of Canada" and with those other responsibilities established as such in amendments to this Agreement or in the Subsidiary Agreements.

*Article IV.* The Government of Brazil agrees to assume all the responsibilities referred to in Annex B of the present Agreement entitled "Responsibilities of the Government of Brazil" and with those other responsibilities established as such in amendments to this Agreement or in the Subsidiary Agreements.

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<sup>1</sup> Came into force on 6 January 1976 by the exchange of instruments of ratification, which took place at Ottawa, in accordance with article IX.

*Article V.* For the purposes of the present Agreement it shall be understood that Canadian firms and personnel respectively shall mean:

- 1) those Canadian firms or institutions contracted or subcontracted to participate in implementing programmes or projects presented by the Government of Brazil under this Agreement;
- 2) those Canadian personnel engaged within the above-mentioned programmes and projects either individually or through Canadian firms or institutions.

*Article VI.* The Government of Brazil shall accept civil liability, indemnify and save harmless the Canadian Government, Canadian firms and Canadian personnel engaged in projects and programmes of technical cooperation approved under this Agreement for acts performed in the course of their duties, except in cases where it is legally established that such acts result from gross negligence or wilful misconduct.

*Article VII.* 1. The Government of Brazil shall exempt from taxes, tributes, custom-duties and currency controls on funds, equipment and materials provided or financed by the Government of Canada to be used in programmes or projects of technical cooperation. The Government of Brazil shall permit Canadian firms and Canadian personnel, if they wish, and unless specified otherwise in the Subsidiary Agreement, to re-export, without restriction all or part of such funds, equipment and materials.

2. The Government of Brazil shall exempt Canadian firms and personnel, and their dependants, from all taxes on income received from the Government of Canada for the execution of projects of technical cooperation approved under the terms of the present Agreement. The Government of Brazil shall grant Canadian firms and personnel freedom from foreign exchange restrictions with respect to the re-exportation of such earnings.

*Article VIII.* 1. Excepting those charges which represent payment for specific services rendered, Canadian personnel and Canadian firms in Brazil, in accordance with the present Agreement and Subsidiary Agreements, will be exempted from import license, certificate of foreign exchange coverage, consular fees, customs duties and similar tariffs and duties, during the first six months after their arrival in Brazil, in respect to the importation of the following items:

- I — their baggage and that of their dependants;
- II — personal and household goods as well as articles brought to Brazil for the Canadian personnel and their dependants' use as the Brazilian legislation in force may allow;
- III — one motor vehicle for personal use brought into Brazil in their name or in the name of their spouse, provided that their stay foreseen in the country be at least one year.

2. The authorization to import a motor vehicle shall be granted by the Ministry of External Relations of Brazil upon the request of the Canadian Embassy.

3. The right to import a motor vehicle may be substituted with the acquisition of a Brazilian-produced motor vehicle as provided for in accordance with the Brazilian legislation in force.

4. The motor vehicles mentioned above may be sold or transferred in accordance with this legislation.

5. At the end of their official mission, the Canadian personnel will be authorized the same exemptions for the re-exportation of the goods mentioned in items 1, 2 and 3 of this article according to Brazilian legislation in force.

6. The Government of Brazil will also take the following measures:

- a) to issue, upon application, entry and exit visas for Canadian personnel and their families, free of charge;
- b) to issue identification cards to Canadian personnel and their families; and
- c) to provide to the Canadian personnel the facilities necessary for the effective performance of their duties.

*Article IX.* The present Agreement shall be ratified and the instruments of ratification shall be exchanged as soon as possible. It shall enter into force on the date of the exchange of instruments of ratification, and shall remain in force until six months after the date on which one of the parties has notified the other through diplomatic channels of its intention to terminate it. The termination of the Agreement shall not affect the validity of the projects in course of execution or the guarantees already furnished under the terms of the present Agreement.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Governments, sign the present Agreement.

DONE at Brasília this day of April 2 1975, in the English, French and Portuguese languages, each version being equally authentic.

For the Government  
of Brazil:

ANTONIO F. AZEREDO DA SILVEIRA

For the Government  
of Canada:

BARRY C. STEERS

## A N N E X "A"

### RESPONSIBILITIES OF THE GOVERNMENT OF CANADA

The Government of Canada will provide and pay for:

1. salaries, allowances, subsidies or other emoluments as set forth in the terms of contracts signed with Canadian firms and Canadian personnel mentioned in article V;
2. travel for Canadian personnel including their dependants between their normal place of residence in Canada and the point of entry in Brazil (commercial airport nearest to place of assignment) and vice versa;
3. transportation of the personal and household effects of Canadian personnel and their dependants as well as the professional and technical equipment necessary for the effective performance of their duties between the normal place of residence of Canadian personnel in Canada and the respective point of entry in Brazil (commercial airport nearest to place of assignment) and vice versa;
4. the costs associated with the training of Brazilian personnel in Canada or in a third country as follows:
  - a) living expenses while in Canada or in a third country;
  - b) a clothing allowance;
  - c) books, equipment or supplies as required for the programmes or projects in Canada or in a third Country;
  - d) registration or other related fees;

- e) medical and hospital services;
- f) return economy air fare from the point of embarkation in Brazil to the destination in Canada or in a third country;
- g) transportation within Canada or a third country;
- h) equipment and material required for the successful execution of the programme, as specified in Subsidiary Agreements.

## A N N E X "B"

### RESPONSIBILITIES OF THE GOVERNMENT OF BRAZIL

1. The Government of Brazil shall assume the expenses for:

- a) furnished living accommodation for Canadian personnel and their dependants, or an accommodation allowance, to be defined in a Subsidiary Agreement;
- b) hotel accommodation for Canadian personnel and dependants, on arrival and departure, before entering and leaving permanent accommodation, respectively.

2. Transportation:

- a) between the point of entry in Brazil (commercial airport nearest to the place of assignment) and the place of residence for Canadian personnel and their dependants at the commencement of their assignment and their baggage, household goods, and the technical equipment necessary for the performance of their duties;
- b) between the place of residence and the point of departure from Brazil (commercial airport nearest to the place of assignment) for Canadian personnel and their dependants, on termination of their assignment and their baggage, household goods, and the technical equipment necessary for the performance of their duties;
- c) internal travel linked with the assignment of Canadian personnel, including a per diem allowance for living expenses.

3. Provision and maintenance of furnished office accommodation at the standards of the Brazilian Government, in an appropriate location; clerical staff and stenographers, professional and technical equipment, telephone, postal service and other facilities necessary to enable the Canadian personnel to carry out their assignment effectively.

4. The Government of Brazil will provide assistance in expediting the clearance through customs of any personal and technical effects of Canadian personnel and their dependants.

5. The Government of Brazil will authorize annual leave for all Canadian personnel to a maximum of four weeks per annum in accordance with Canadian leave regulations, either inside or outside of Brazil, at such time as may be arranged or agreed between the Canadian personnel and the appropriate Brazilian authorities.