

**No. 15774**

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**FRANCE  
and  
BRAZIL**

**Supplementary Agreement in the field of solar energy and  
other non-conventional forms of energy. Signed at  
Paris on 30 April 1976**

*Authentic texts: Portuguese and French.*

*Registered by France on 30 June 1977.*

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**FRANCE  
et  
BRÉSIL**

**Accord complémentaire dans le domaine de l'énergie solaire  
et autres formes non conventionnelles d'énergie. Signé  
à Paris le 30 avril 1976**

*Textes authentiques : portugais et français.*

*Enregistré par la France le 30 juin 1977.*

## [TRANSLATION — TRADUCTION]

SUPPLEMENTARY AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF THE FRENCH REPUBLIC AND THE GOVERNMENT OF THE FEDERATIVE REPUBLIC OF BRAZIL IN THE FIELD OF SOLAR ENERGY AND OTHER NON-CONVENTIONAL FORMS OF ENERGY

The Government of the French Republic and the Government of the Federative Republic of Brazil, hereinafter referred to as the Contracting Parties,

Recognizing the value of co-operation between Brazil and France in the field of solar energy and other non-conventional forms of energy,

Recalling the Agreement on technical and scientific co-operation between the Government of the French Republic and the Government of the Federative Republic of Brazil signed at Paris on 16 January 1967,<sup>2</sup> which entered into force on 3 August 1968,

Decide to lay down procedures for such co-operation in the various fields concerned by means of the Implementation Agreements or protocols referred to in article 2, which shall be implemented through their specialized agencies.

## PART I. GENERAL PROVISIONS

*Article 1.* The Contracting Parties undertake, within the framework of their respective programmes, to develop and strengthen their co-operation in the field of solar energy and other non-conventional forms of energy in the following sectors, among others: drying/heating and air-conditioning, desalination, mechanical and electrical energy supply, bio-energy applications, new energy conduits.

To this end, they propose to consult each other and to co-ordinate their efforts according to the following provisions:

- (a) by maintaining contact and by co-ordinating the exchange of information and of technical and scientific documents;
- (b) by facilitating the exchange of qualified personnel, primarily through the organization of training courses for the staff of their specialized agencies or the organization of missions wherever necessary;
- (c) by devising projects and experiments of mutual interest in the field of non-conventional forms of energy;
- (d) by promoting jointly the development and application of systems, apparatus or components used in this field.

## PART II. PROGRAMMES OF MUTUAL INTEREST

*Article 2.* The Contracting Parties agree to devise programmes of mutual interest in the field of solar energy and other non-conventional forms of energy.

<sup>1</sup> Came into force on 5 April 1977, the date of receipt of the last of the notifications by which the Contracting Parties informed each other of the completion of their required constitutional formalities, in accordance with article 10.

<sup>2</sup> United Nations, *Treaty Series*, vol. 712, p. 187.

*Article 3.* The Contracting Parties shall designate one or more specialized agencies to ensure the execution of the programmes so devised and any extension of those programmes. A joint working group established within the framework of this Agreement shall report annually to the Franco-Brazilian Joint Commission on the status of co-operation.

*Article 4.* The provisions of articles 2 and 3 shall be brought into effect between the Contracting Parties by an exchange of notes.

- (a) The specialized agencies referred to in article 3 shall thereafter be responsible for drawing up protocols setting forth procedures for the action of each of them within the framework of the programmes of mutual interest provided for in article 2;
- (b) When the French and Brazilian specialized agencies referred to in article 3 have found that satisfactory progress is being made in the programmes agreed upon, the Contracting Parties shall determine by an exchange of notes what further action is to be taken with regard to those programmes.

#### PART III. PROTECTION OF TECHNICAL INFORMATION AND INVENTIONS

*Article 5.* The Contracting Parties undertake not to communicate to third parties the information and technical data obtained within the framework of this Agreement without the prior agreement of the Party which provided the information or data in question. The protocols shall specify in each individual case procedures for the implementation of this clause.

#### PART IV. IMPLEMENTATION PROCEDURES

*Article 6.* This Agreement may be amended by agreement between the Contracting Parties at the request of either of them. Amendments thus decided on shall enter into force through an exchange of notes between the two Governments.

*Article 7.* This Agreement may be terminated at any time by notification from either Contracting Party. The termination shall take effect 90 days after the receipt of such notification.

*Article 8.* This Agreement, concluded for a period of five years, shall be renewable by tacit agreement. Should one of the Parties not desire to renew the Agreement, it shall notify the other Party in writing of its intention 30 days before the expiry date.

*Article 9.* In the event of termination or non-renewal of this Agreement, the provisions shall remain applicable to the Implementation Agreements and protocols referred to in article 2 which are being executed unless they have been denounced.

*Article 10.* Each Contracting Party shall notify the other Party of the completion of the formalities required under its Constitution for the entry into force of this Agreement. This Agreement shall enter into force on the date on which the later notification is received.

IN WITNESS WHEREOF, the undersigned duly authorized representatives have signed this Agreement in duplicate in the Portuguese and French languages, both texts being equally authentic.

DONE at Paris on 30 April 1976.

For the Government of the French Republic:

*[Signed]*

MICHEL D'ORNANO

For the Government of the Federative Republic of Brazil:

*[Signed]*

SHIGEAKI UEKI

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