

No. 17414

**BRAZIL
and
CANADA**

Exchange of notes constituting an agreement relating to technical co-operation with the fisheries inspection division of the Brazilian Ministry of Agriculture. Brasília, 6 September 1978

*Authentic texts: English and Portuguese.
Registered by Brazil on 20 December 1978.*

**BRÉSIL
et
CANADA**

Échange de notes constituant un accord relatif à la coopération technique avec la Direction de l'inspection des pêches du Ministère brésilien de l'agriculture. Brasília, 6 septembre 1978

*Textes authentiques : anglais et portugais.
Enregistré par le Brésil le 20 décembre 1978.*

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN BRAZIL AND CANADA RELATING TO TECHNICAL CO-OPERATION WITH THE FISHERIES INSPECTION DIVISION OF THE BRAZILIAN MINISTRY OF AGRICULTURE

I

No. B-15

Excellency,

With reference to the *nota verbal* DCT/DCS/11 of March 12, 1974, of the Ministry of External Relations, as well as the Technical Cooperation Agreement between the Government of Canada and the Government of the Federative Republic of Brazil, of April 2, 1975,² I have the honour to propose in the name of the Government of Canada, and pursuant to article II of the above-mentioned agreement, the following Subsidiary Agreement concerning technical cooperation with the Division of Inspection of Fish and Fishery Products of the National Department of Produce of Animal Origin, of the Brazilian Ministry of Agriculture, in the area of Fish Inspection.

1. 1. The Government of Canada designates the Canadian International Development Agency (hereinafter referred to as "CIDA") as the agency responsible for the fulfilment of its obligations under this agreement.

2. The Government of the Federative Republic of Brazil designates the National Department of Inspection of Produce of Animal Origin (hereinafter referred to as "DIPOA") as the agency responsible for the fulfilment of its obligations under this agreement.

II. The objective of this project is to assist the Division of Inspection of Fish and Fishery Products (DIPES) of DIPOA in improving the national fish inspection services.

1. The objectives will be achieved through the execution of the following principal activities:

- a) The use of a Canadian fish inspection specialist and of short-term advisers to work with and provide advisory services to DIPES/DIPOA;
- b) Provision of short-term training in Canada to staff of DIPES/DIPOA;
- c) Provision of scientific and technical publications.

2. This project shall have a duration of approximately three years. Upon agreement of both parties, this period may be extended.

III. The Government of Canada and the Government of the Federative Republic of Brazil or their designated agencies agree to complement this agreement by the addition of a detailed Plan of Operations before or at the time of the implementation of the project.

A copy of the Plan of Operations shall be submitted to the Secretaria de Cooperação Econômica e Técnica Internacional — SUBIN (of the Secretaria de Planejamento da Presidência da República), and the Divisão de Cooperação Técnica — DCOPT, of the Ministry of External Relations. The Plan of Operations shall constitute an Annex to this agreement and shall:

¹ Came into force on 6 September 1978, the date of the note in reply, in accordance with the provisions of the said notes.

² United Nations, *Treaty Series*, vol. 1020, p. 45.

- a) Provide a detailed description of the project;
- b) Outline the methods and means to be used to carry out the project;
- c) Designate the persons responsible for carrying out the project on behalf of the Government of Canada and the Government of the Federative Republic of Brazil;
- d) State the obligations, duties and responsibilities of the Government of Canada and the Government of the Federative Republic of Brazil together with their financial contribution;
- e) Include an implementation and approximate disbursement schedule for the duration of the project;
- f) Specify the periods of time over which the joint evaluations mentioned in article IX shall be performed and the means by which they shall be made.

IV. 1. As its contribution to this project, the Government of Canada agrees to provide the following:

- a) Personnel:
 - One full-time adviser in Fish and Fisheries Inspection to work with DIPES for approximately 2 years.
 - Approximately five man/months of short-term advisers in the following areas: Laboratory services; Fishing Vessel Inspection; Training.
- b) Training: Approximately 12 short-term training fellowships of three months' duration, tenable in Canada, to supervisory veterinarians and laboratory officers of DIPES/DIPOA.
- c) Scientific and technical publications to be specified.

2. It is understood that the total Canadian contribution will not exceed Cdn \$248,000 (two hundred and forty eight thousand Canadian dollars).

V. 1. As its contribution to this project, the Government of the Federative Republic of Brazil agrees to provide the following:

- a) Counterpart personnel, office space, secretarial services, and translation services where necessary for Canadian experts;
- b) Ground and air transportation and per diems for official travel in Brazil by Canadian experts in connection with the performance of their duties while on assignment with this project;
- c) Hotel or similar temporary accommodations for short-term experts, and for long-term experts and their families upon arrival in Brazil and prior to their departure, if necessary;
- d) Furnished accommodations for full-time experts and their dependents, or payment of a housing allowance to be specified in the Plan of Operations and subject to revision, if necessary;
- e) Any other support not specified under the Canadian contribution of article IV and necessary for the successful execution of the project.

2. The Brazilian contribution is estimated at Cdn \$2,500,000.00 (two million and five hundred thousand Canadian dollars).

VI. The persons designated in the Plan of Operations shall direct work on the project. They shall report to Program Management.

VII. The Government of the Federative Republic of Brazil and the Government of Canada shall ensure that this agreement is carried out with due diligence and efficiency and each shall furnish to the other all such information as shall reasonably be requested.

VIII. Any communication or documents given, made or sent by either the Government of the Federative Republic of Brazil or the Government of Canada pursuant to this agreement or Annex hereto shall be in writing and shall be deemed to have been duly given, made or sent

to the party to which it is addressed at the time of its delivery by hand, mail, telegram, cable or radiogram at its respective address, namely:

For the Federative Republic of Brazil:

Departamento Nacional de Inspeção de Produtos de Origem Animal (DIPOA) eóu Divi-
são de Inspeção de Pescados e Derivados (DIPES)
a/c do Ministério das Relações Exteriores
(Divisão de Cooperação Técnica)
Esplanada dos Ministérios
70 000 Brasília (DF)

For Canada:

The President
Canadian International Development Agency
c/o Canadian Embassy
Avenida das Nações, lote 16
70 000 Brasília (DF)
Brazil

IX. Periodic evaluations shall be carried out in accordance with a procedure agreed upon between the Government of Canada and the Government of the Federative Republic of Brazil and embodied in a mechanism for continuous evaluation to be specified in the Plan of Operations.

X. The necessary budgetary, financial and administrative measures heretofore taken by the Government of Canada and the Government of the Federative Republic of Brazil shall be continued and supplemented for the purpose of bringing the project to its full completion.

XI. This agreement cancels any previous agreement concerning this project, whether verbal or written, made between the Government of Canada and the Government of the Federative Republic of Brazil. If necessary, it may be amended in the manner prescribed in the General Technical Cooperation Agreement of April 2, 1975.

In the event that the Government of the Federative Republic of Brazil agrees with the proposals included in article I to article XI, I propose that this note and the reply of Your Excellency, expressing the agreement of your Government, constitute a Subsidiary Agreement between our two governments, to enter into force on the date of your Excellency's reply.

I would like to avail myself of the occasion to renew to Your Excellency the assurance of my highest consideration.

JAMES STONE

Brasília, September 6, 1978

His Excellency Antonio Francisco Azeredo da Silveira
Minister of External Relations
Brasília, DF

Aproveito a oportunidade para renovar a Vossa Excelência os protestos da minha mais alta consideração.

ANTONIO F. AZEREDO DA SILVEIRA

A Sua Excelência o Senhor James Howard Stone
Embaixador Extraordinário e Plenipotenciário
do Canadá

[TRANSLATION — TRADUCTION]

6 September 1978

DCOPT/DCS DAI/24/644(B46)(B10)

Sir,

I have the honour to acknowledge receipt of your note No. B-15, of 6 September 1978, which, in Portuguese, reads as follows:

[*See note I*]

2. In reply, I wish to inform you that the Brazilian Government agrees to the terms of the foregoing note which, together with this note, shall constitute a subsidiary agreement between our two Governments, to enter into force on today's date.

Accept, Sir, etc.

ANTONIO F. AZEREDO DA SILVEIRA

His Excellency James Howard Stone
Ambassador Extraordinary and Plenipotentiary
of Canada
