

No. 17527

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**BRAZIL  
and  
CANADA**

**Exchange of notes constituting an agreement concerning technical cooperation in fisheries research with the Laboratory of Marine Sciences (LABOMAR), of the Federal University of Ceara, in Fortaleza, subsidiary to the Technical Cooperation Agreement of 2 April 1975. Brasília, 6 September 1978**

*Authentic texts: English and Portuguese.*

*Registered by Brazil on 1 February 1979.*

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**BRÉSIL  
et  
CANADA**

**Échange de notes constituant un accord relatif à la coopération technique dans le domaine des recherches sur les pêcheries avec le Laboratoire des sciences marines (LABOMAR) de l'Université fédérale de Ceara, à Fortaleza, complémentaire à l'Accord de coopération technique du 2 avril 1975. Brasília, 6 septembre 1978**

*Textes authentiques : anglais et portugais.*

*Enregistré par le Brésil le 1<sup>er</sup> février 1979.*

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT<sup>1</sup>  
BETWEEN BRAZIL AND CANADA CONCERNING TECHNICAL COOPERATION IN FISHERIES RESEARCH WITH THE LABORATORY OF MARINE SCIENCES (LABOMAR), OF THE FEDERAL UNIVERSITY OF CEARA, IN FORTALEZA, SUBSIDIARY TO THE TECHNICAL COOPERATION AGREEMENT OF 2 APRIL 1975<sup>2</sup>

I

No. B-19

Excellency,

With reference to the nota verbal DCT/47/644 (B46) (B10) of September 6, 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,<sup>2</sup> 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 in fisheries research with the Laboratory of Marine Sciences—LABOMAR, of the Federal University of Ceara, in Fortaleza:

I. 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 Federal University of Ceara (hereinafter referred to as "University of Ceara") as the agency responsible for the fulfilment of its obligations under this Agreement.

II. The objective of this project is to improve the capacity of fisheries and marine research at the LABOMAR of the University of Ceara, and to develop greater cooperation between fisheries scientists of Brazil and Canada.

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

- a) The use of Canadian fisheries and marine scientists as advisers to LABOMAR;
- b) Training of Brazilian scientists in Canada;
- c) Furnishing of selected items of laboratory equipment to LABOMAR.

2. This project shall have a duration of approximately five 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

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

<sup>2</sup> United Nations, *Treaty Series*, vol. 1020, p. 45.

of External Relations. The plan of operations shall constitute an annex to this Agreement and shall:

- 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 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

Canadian research scientists to a total of approximately 75 man/months in the following areas:

- Fishery Biology
- Fishing Technology
- Marine Culture
- Planctology
- Food Processing

b) Training

Four fellowships tenable in Canada for Brazilian scientists of LABOMAR as follows:

- Three fellowships at the MSc level
- One fellowship at the PhD level

c) Equipment

Miscellaneous items of laboratory equipment essential to the project and to be specified in the plan of operations.

2. It is understood that the total Canadian contribution will not exceed \$Can 580,000.00 (five hundred and eighty 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 \$Can 924,584.00 (nine hundred and twenty-four thousand, five hundred and eighty-four 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 communications 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:

LABOMAR—Laboratório de Ciência do Mar  
Universidade Federal do Ceará  
a/c do Ministério das Relações Exteriores  
(Divisão de Cooperação Técnica)  
Esplanada dos Ministérios  
70 000 Brasília (DF)  
Brasil

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.

Brasília, September 6, 1978.

[Signed]

JAMES HOWARD STONE  
Ambassador

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

## [TRANSLATION — TRADUCTION]

6 September 1978

DCOPT/DCS/DAI 26/644 (B46) (B10)

Sir,

I have the honour to acknowledge receipt of your note No. B-19 of 6 September 1978, which reads in Portuguese as follows:

[*See note I*]

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

Accept, Sir, etc.

ANTONIO F. AZEREDO DA SILVEIRA

His Excellency Mr. James Howard Stone  
Ambassador Extraordinary and Plenipotentiary  
of Canada

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