

No. 17528

**BRAZIL
and
CANADA**

Exchange of notes constituting an agreement concerning technical cooperation for the training of personnel in the Brazilian sector of telecommunications, subsidiary to the Loan Agreement of 13 January 1977. Brasília, 6 November 1978

Authentic texts: English and Portuguese.

Registered by Brazil on 1 February 1979.

**BRÉSIL
et
CANADA**

Échange de notes constituant un accord concernant une coopération technique pour la formation du personnel dans le secteur brésilien des télécommunications, complémentaire à l'Accord de prêt du 13 janvier 1977. Brasília, 6 novembre 1978

Textes authentiques : anglais et portugais.

Enregistré par le Brésil le 1^{er} février 1979.

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹
 BETWEEN BRAZIL AND CANADA CONCERNING TECH-
 NICAL COOPERATION FOR THE TRAINING OF PERSONNEL
 IN THE BRAZILIAN SECTOR OF TELECOMMUNICATIONS,
 SUBSIDIARY TO THE LOAN AGREEMENT OF 13 JANUARY
 1977²

I

CANADIAN EMBASSY

AMBASSADE DU CANADA

No. B-92

Excellency,

Pursuant to article V, section 5.05, of the Loan Agreement signed on January 13, 1977,² I have the honour to propose, in the name of the Government of Canada, the following Subsidiary Agreement concerning technical cooperation for the training of personnel in the Brazilian sector of communications.

I. For the purposes of this Agreement, the Government of Canada shall act through the intermediary of the Canadian International Development Agency (hereinafter referred to as "CIDA"), and the Government of the Federative Republic of Brazil shall act through the intermediary of Telecomunicações Brasileiras S/A (hereinafter referred to as "TELEBRÁS") assisted by the Secretaria de Cooperação Econômica e Técnica Internacional (Secretariat of International Economic Technical Cooperation) of the Secretariat of Planning coming under the Office of the President of the Republic (hereinafter referred to as SUBIN) and the Divisão de Cooperação Técnica (hereinafter referred to as DCOPT) of the Ministry of External Relations.

II. The purpose of this Agreement is the implementation of a project of technical cooperation aimed at training personnel in modern techniques and procedures in the following areas of the communications sector, as specified in the plan of operations which shall constitute an annex to this Subsidiary Agreement:

- Development of Human Resources for Telecommunications;
- Operations of Telecommunications Systems;
- Economy and Finance of Telecommunications Companies;
- System of Telecommunication via Satellite;
- Research and Development in Telecommunications.

III. The Parties agree to allocate an amount of up to \$Can 3,000,000 (three million Canadian dollars) of the original funds of the Loan Agreement signed on January 13, 1977, for the execution of the project mentioned in article II.

IV. The funds provided for in the foregoing article shall be used by TELEBRÁS solely for the purchase of Canadian goods and services intended for the execution of the project, and may finance the following costs:

- a) Cost of services of Canadian experts and/or consultants;
- b) Cost of services of Canadian consulting firms;

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

² United Nations, *Treaty Series*, vol. 1163, No. 1-18372.

- c) Cost of training of Brazilian personnel in Canada, including allowance for the maintenance of the holders of fellowships;
- d) Cost of equipment purchased in Canada and its transportation to the Canadian port of shipment.

V. As project counterpart, TELEBRÁS will supply, in accordance with the specifications contained in the plan of operations annexed to this Agreement:

- a) Technicians from its own staff;
- b) Accommodation, living expenses and transportation within Brazil for the Canadian experts, for the duration of their assignment;
- c) Continuation of the salaries of the fellowship recipients in training in Canada;
- d) Transportation and insurance of the equipment purchased, from the Canadian port of loading up to the place of installation in Brazil, including port fees and customs.

VI. Should the amount provided for in article III not be totally committed as of January 12, 1980, the respective balance will be cancelled.

VII. For the purposes of this Agreement, TELEBRÁS, in accordance with the procedures outlined in annex B of the Loan Agreement of January 13, 1977, must:

- a) Identify, select and recruit the experts and/or consultants and negotiate the respective contracts with same;
- b) Identify, select and negotiate the contracts of the consulting firms and/or Canadian institutions to be contracted for consulting services;
- c) Select the Brazilian personnel to be trained in Canada, and enter into contracts and understandings with Canadian institutions with a view to organizing the respective training programs;
- d) Prepare invitations to bid, select successful bidders and negotiate contracts for the purchase of equipment and materials.

VIII. TELEBRÁS may request assistance from CIDA to perform any of the tasks assigned to it under article VII.

IX. TELEBRÁS will keep DCOPT and SUBIN regularly informed of the progress of negotiation of the matters dealt with in article VII.

X. Under the terms of article VI, section 6.01, of the Loan Agreement of January 13, 1977, all TELEBRÁS communications to CIDA and vice versa, relating to this Subsidiary Agreement, must be channelled through DCOPT and SUBIN.

XI. All payments deriving from the amounts committed by TELEBRÁS within the framework of this Subsidiary Agreement and previously approved by CIDA will be directly made by CIDA to the Canadian suppliers, according to the terms of payment provided for in the contracts. No contract, however, may provide for more than one payment per month.

XII. All the requests for disbursement will be made by TELEBRÁS and accompanied by original supporting documents.

XIII. CIDA, SUBIN, DCOPT and TELEBRÁS shall take the necessary steps to evaluate the project covered by this Agreement at least once a year.

XIV. On September 30 and March 31 of each year, the Canadian Embassy in Brazil will submit to CIDA, SUBIN and DCOPT a summary of the expenditures incurred in connection with the project.

XV. CIDA shall have the right to inspect the activities carried out under this Agreement at any time. For this purpose, TELEBRÁS shall take the necessary steps to ensure that all contracts financed by this loan guarantee CIDA the right of inspection.

XVI. The project provided for in this Subsidiary Agreement must be executed prior to January 12, 1982, unless the Parties decide otherwise.

XVII. This Subsidiary Agreement may be rescinded by either of the Parties. In this case, the effective date of cancellation shall be sixty days following written notice of this intention sent by one of the Parties to the other.

XVIII. The cancellation shall not affect the commitments assumed prior to receipt of the notice, unless the Parties otherwise agree.

XIX. This Subsidiary Agreement may be revised, modified or extended by agreement of the Parties concerned.

XX. All the provisions contained in the Loan Agreement signed on January 13, 1977, between the Government of Canada and the Government of the Federative Republic of Brazil apply to this Agreement.

XXI. All communications, notices and documentation relating to this Agreement must be forwarded to the following addresses:

For the Federative Republic of Brazil:

Divisão de Cooperação Técnica
Ministério das Relações Exteriores; and
Secretaria de Cooperação Econômica e Técnica
Internacional (SUBIN)
da Secretaria de Planejamento da Presidência da República
Esplanada dos Ministérios,
bloco 16, sala 511
Brasília, DF
Telex: 061/1555

For Canada:

The President
Canadian International Development Agency (CIDA)
200 Principal Street
Hull, Quebec
K1A 0G4
Telex: 053-4140

In the event that the Government of the Federative Republic of Brazil agrees with the proposals included in articles I to XXI, 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 in 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, November 6, 1978.

[Signed]

JAMES HOWARD STONE
Ambassador

His Excellency Antonio Francisco Azeredo da Silveira
Minister of External Relations
Brasília, D.F.

[TRANSLATION — TRADUCTION]

6 November 1978

DCOPT/DCS/DAI/DPF/36/644(B46)(B10)

Sir,

I have the honour to acknowledge receipt of your note No. B-92 dated this day, which reads in Portuguese as follows:

[*See note I*]

2. In reply I wish to inform you that the Brazilian Government concurs with the terms of the note transcribed above, 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.

[*Signed*]

ANTONIO F. AZEREDO DA SILVEIRA

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