

No. 17478

**BRAZIL
and
CANADA**

Exchange of notes constituting a subsidiary agreement relating to technical co-operation with the Federal University of Viçosa in the field of forestry science. Brasília, 9 November 1978

Authentic texts: English and Portuguese.

Registered by Brazil on 19 January 1979.

**BRÉSIL
et
CANADA**

Échange de notes constituant un accord complémentaire relatif à la coopération technique dans le domaine des sciences forestières avec l'Université fédérale de Viçosa. Brasília, 9 novembre 1978

Textes authentiques : anglais et portugais.

Enregistré par le Brésil le 19 janvier 1979.

EXCHANGE OF NOTES CONSTITUTING A SUBSIDIARY AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE FEDERATIVE REPUBLIC OF BRAZIL AND THE GOVERNMENT OF CANADA RELATING TO TECHNICAL CO-OPERATION WITH THE FEDERAL UNIVERSITY OF VIÇOSA IN THE FIELD OF FORESTRY SCIENCE

I

CANADIAN EMBASSY

AMBASSADE DU CANADA

No. B-10

Excellency,

With reference to the note verbal No. DCT/DCS/11, of 12 March 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 Federal University of Viçosa, at Viçosa, Minas Gerais State, in the field of forestry science:

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

2. The Government of the Federative Republic of Brazil designates the Federal University of Viçosa (hereinafter referred to as "University of Viçosa") as the agency responsible for the fulfillment of its obligations under this Agreement.

II. This Agreement constitutes a subsidiary agreement within the meaning of the General Agreement of technical cooperation, in effect since January 27, 1976, between the Government of Canada and the Government of the Federative Republic of Brazil.

III. 1. The objective of this project is to assist the University of Viçosa in developing and strengthening its program of post-graduate studies and research in forestry science.

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

- a) The use of Canadian visiting professors and short-term advisers at Viçosa;
- b) Training in Canada of Brazilian scientists from the University of Viçosa;
- c) Furnishing of equipment, library and teaching materials.

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

IV. 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 to be completed 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 Presi-

¹ Came into force on 9 November 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.

dência 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:

- 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 X shall be performed and the means by which they shall be made.

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

- a) Personnel:
 - One Canadian professor in forest ecology or forest management to teach at the post-graduate level at the University of Viçosa for approximately two and a half years;
 - Visiting professors and consultants to be specified in the Plan of Operations.
- b) Training:

Approximately ten fellowships at the Ph.D. level tenable in Canada for faculty of the University of Viçosa.
- c) Equipment:

Books, journals, teaching materials, to be specified in the Plan of Operations.

2. It is understood that the total Canadian contribution will not exceed \$Can 800,000 (eight hundred thousand Canadian dollars).

VI. 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 accommodation 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 V and necessary for the successful execution of the Project.

2. The Brazilian contribution is estimated at \$Can 2.5 million (two million and five hundred thousand Canadian dollars).

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

VIII. 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.

IX. 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:

Universidade Federal de Viçosa
a/c do Ministério das Relações Exteriores
(Divisão de Cooperação Técnica)
Esplanada dos Ministérios
70 000 Brasília, D.F.
Brazil

For Canada:

The President
Canadian International Development Agency
c/o Canadian Embassy
Avenida das Nações, Lote 16
70 000 Brasília, D.F.
Brazil

X. 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.

XI. 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.

XII. 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 XII, 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, November 9, 1978.

[Signed]

JAMES HOWARD STONE
Ambassador

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

[TRANSLATION — TRADUCTION]

9 November 1978

DCOPT/DCS/DAI/39/644(B46)(B10)

Sir,

I have the honour to acknowledge receipt of your note B-10, of 9 November 1978, which, in Portuguese, reads as follows:

[*See note 1*]

2. In reply, I wish to inform you that the Government of Brazil 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.

[*Signed*]

ANTONIO F. AZEREDO DA SILVEIRA

His Excellency James Howard Stone
Ambassador Extraordinary and Plenipotentiary
of Canada
