

**No. 17664**

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**BRAZIL  
and  
FEDERAL REPUBLIC OF GERMANY**

**Special Agreement between the Secretaria de tecnologia industrial do Ministério da Indústria et do Comércio and the Kernforschungsanlage Jülich GmbH. Signed at Bonn on 8 March 1978**

*Authentic texts: Portuguese and German.  
Registered by Brazil on 27 March 1979.*

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**BRÉSIL  
et  
RÉPUBLIQUE FÉDÉRALE D'ALLEMAGNE**

**Convention spéciale entre le Secretaria de tecnologia industrial do Ministério da Indústria et do Comércio et le Kernforschungsanlage Jülich GmbH. Signée à Bonn le 8 mars 1978**

*Textes authentiques: portugais et allemand.  
Enregistrée par le Brésil le 27 mars 1979.*

[TRANSLATION—TRADUCTION]

SPECIAL AGREEMENT<sup>1</sup> BETWEEN THE SECRETARIA DE TECNOLOGIA INDUSTRIAL DO MINISTÉRIO DA INDÚSTRIA E DO COMÉRCIO (STI) AND THE KERNFORSCHUNGSANLAGE JÜLICH GmbH (KFA)

*Article 1.* The Secretaria de Tecnologia Industrial do Ministério da Indústria e do Comércio (STI) [Secretariat for Industrial Technology of the Ministry of Industry and Commerce] and the Kernforschungsanlage Jülich GmbH (KFA) [Center of Nuclear Researches of Jülich] are signing this instrument as a Special Agreement in the sense of article 1, paragraph 3, of the General Agreement concerning co-operation in scientific research and technological development, signed at Bonn, on 9 June 1969, by the Governments of the Federative Republic of Brazil and the Federal Republic of Germany.<sup>2</sup>

*Article 2.* (1) The STI and the KFA shall develop programmes for co-operation in industrial technology. This co-operation shall take the form of projects of interest to both sides, with the aim of promoting industrial technology and co-operation between the two countries. The following areas, whose number may be increased in the future, were selected by common agreement in order to initiate co-operation:

1. The metallurgy of special metals and their alloys;
2. Welding technology;
3. Corrosion;
4. Quality control of materials and manufactures;
5. Application of biotechnology in the processing of organic materials.

(2) Co-operation shall include the joint implementation of certain projects or specific parts of projects, e.g. through the exchange of personnel and the provision of equipment for testing and developing at the laboratory level, in pilot plants and at the semi-finished product level. In each project, the participation of the partners and, as the case may be, of industrial firms of the countries of the Contracting Parties, enlisted by these Parties, shall be specified in order to achieve a suitable division of labour.

(3) When industrial firms and/or other participants of one or both countries are invited to participate in the projects under this Agreement, the relationships between the project participants may be laid down in special arrangements which must take into account the provisions of this Agreement. Any additional conditions attaching to these special arrangements shall require approval by the STI and the KFA.

*Article 3.* For the purpose of defining and particularizing the projects, including their areas of competence and functions, the STI and the KFA shall co-ordinate meetings of specialists in the sectors selected.

<sup>1</sup> Came into force on 15 June 1978 by an exchange of notes notifying its approval by the two Governments, in accordance with article 9.

<sup>2</sup> United Nations, *Treaty Series*, vol. 833, p. 151.

*Article 4.* (1) Brazilian scientists and technicians assigned under this Agreement, with whom the KFA or the institution designated by it enters into employment contracts, shall during their assignments be given all the same rights as their German colleagues employed on similar work. They shall be subject to the provisions of German labour legislation and insured against industrial accidents. Scientists and technicians who receive fellowships from German institutions shall be subject to the usual conditions for the award thereof, except for conditions that may be established by special arrangements between them and the KFA. They shall be insured against industrial accidents by the institutions which employ them.

(2) In the same way, German scientists and technicians assigned under this Agreement, with whom the STI or institution designated by it enters into an employment contract, shall be given the same rights as their colleagues. They shall be paid in accordance with the scales of remuneration established by the STI for foreign scientists and technicians, and insured against industrial accidents.

(3) Scientists and technicians on short-time assignment under this Agreement, other than those engaged in accordance with paragraphs (1) or (2) and those who do not receive a German fellowship, shall receive from the receiving Contracting Party a daily allowance for the duration of their assignment in the receiving State. The amount of the daily allowance shall be fixed by the Contracting Parties for a period of one calendar year at a time, account being taken of the respective costs of living in Germany and Brazil.

(4) Travel costs for scientists and technicians assigned under this Agreement shall be borne by the sending Contracting Party. That Party shall also bear the cost of the successive salaries for assigned scientists and technicians with whom the receiving Contracting Party or the institution designated by it does not enter into an employment contract. In this case, however, the receiving Contracting Party shall also pay the allowance referred to in paragraph (3).

*Article 5.* (1) The following provisions shall apply to inventions made by scientists or technicians of one of the Contracting Parties when carrying out the activities referred to in this Special Agreement in the territory of the other Contracting Party.

(2) Where an invention is made entirely, or to the extent of at least 50 per cent, by a scientist or technician assigned under article 4 of this Agreement, with whom the receiving Contracting Party or the institution designated by it has not entered into an employment contract, and where the sending Contracting Party or employer lays claim to such invention, the receiving Contracting Party shall be granted a licence for a patent issued in its territory for that invention. The licence shall be free of charge so long as the invention is used only for research purposes. Where the invention is used commercially, an appropriate fee shall be paid. When the amount of the fee is being set, the most favourable rate shall be given to the receiving Party. The licence shall not be exclusive and irrevocable. The receiving Contracting Party, by agreement with the owner of the patent, may issue sub-licences in its own territory. Where the sending Contracting Party or employer, having laid claim to the invention, has no direct interest in applying for a patent in the territory of the receiving Contracting Party, the latter Party shall be consulted as to whether it is interested in such an application. In the affirmative, the receiving Contracting Party shall request the other Party to apply for the patent in the country of the receiving Contracting Party and shall defray all costs in respect of the application and the maintenance of this patent.

(3) Where an invention is made entirely, or to the extent of at least 50 per cent, by a scientist or technician assigned under article 4 of this Agreement, with whom the receiving Contracting Party or the institution designated by it has entered into an employment contract, and where the receiving Contracting Party or employer lays claim to the invention, the sending Contracting Party shall be given a licence for a patent issued in its territory for the said invention. The licence shall be free of charge so long as the invention is used only for research purposes. Where the invention is used commercially, an appropriate fee shall be paid. When the amount of the fee is being set, the sending Contracting Party shall be given the most favourable rate. The licence shall not be exclusive and irrevocable. The sending Contracting Party, by agreement with the owner of the patent, may issue sub-licences in its own territory. Where the receiving Contracting Party or employer, having laid claim to the invention, has no direct interest in applying for a patent in the territory of the sending Contracting Party, the latter Party shall be consulted as to whether it is interested in such an application. In the affirmative, the sending Contracting Party shall request the other Party to apply for the patent in the territory of the sending Contracting Party and shall defray all costs in respect of the application and the maintenance of this patent.

(4) Where scientists and technicians assigned under this Agreement carry out their activities in establishments for which the receiving Contracting Party is not legally responsible, that Party shall take steps to ensure that the entity responsible for the establishment accords the sending Contracting Party the treatment referred to in paragraphs (2) and (3).

(5) With regard to other forms of co-operation, including special joint research projects, the Contracting Parties shall establish the distribution of the rights to inventions or discoveries resulting from such co-operation, taking into account the gain, rights and contributions of the Parties.

*Article 6.* Unpublished knowledge and experience acquired by scientists or technicians assigned under this Agreement in institutions in the territory of the receiving Contracting Party shall be treated confidentially. In the negotiations relating to each project the degree of confidentiality to be applied shall be specified, particularly as regards the use of such knowledge in industrial production and its transfer to third parties.

*Article 7.* The STI and the KFA shall meet regularly to evaluate the programmes and shall, by means of annual reports on the co-operation programme, keep the German-Brazilian Mixed Commission abreast of the situation in the matter of co-operation.

*Article 8.* (1) The Contracting Parties shall not hold each other liable for damage caused by scientists or technicians assigned under this Agreement.

(2) Scientists or technicians assigned under this Agreement shall be liable only *vis-à-vis* the receiving Contracting Party for damage they may have caused intentionally.

(3) The assigned scientists or technicians shall be exempted by the receiving Contracting Party from claims by third parties concerning damage caused in the performance of the activities referred to in this Agreement, unless they caused the damage intentionally.

*Article 9.* This Agreement shall enter into force as soon as the respective Governments have approved it by an exchange of notes.

*Article 10.* This Agreement may be denounced by either of the Contracting Parties by giving at least 12 months' notice.

*Article 11.* This Special Agreement was signed in two originals, in the German and Portuguese languages, both texts being equally authentic.

Jülich, 8 March 1978

For the Secretaria de Tecnologia  
Industrial:

[Signed]

BAUTISTA VIDAL

For the Kernforschungsanlage Jülich  
Gesellschaft mit beschränkter Haftung:

[Signed]

BECKURTS

[Signed]

SLEMEYER

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