

No. 19491

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**BRAZIL  
and  
CANADA**

**Exchange of notes constituting an agreement on technical co-operation with the Serviço Nacional de Aprendizagem Industrial—SENAI. Brasília, 5 August 1980**

*Authentic texts: English and Portuguese.*

*Registered by Brazil on 31 December 1980.*

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**BRÉSIL  
et  
CANADA**

**Échange de notes constituant un accord relatif à la coopération technique avec le Serviço Nacional de Aprendizagem Industrial—SENAI. Brasília, 5 août 1980**

*Textes authentiques: anglais et portugais.*

*Enregistré par le Brésil le 31 décembre 1980.*

# EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT<sup>1</sup> BETWEEN BRAZIL AND CANADA ON TECHNICAL CO- OPERATION WITH THE SERVIÇO NACIONAL DE APREN- DIZAGEM INDUSTRIAL—SENAI

## I

CANADIAN EMBASSY

AMBASSADE DU CANADA

B-64

Excellency,

With reference to the nota verbal DCT/DCS/14/644(B46)(B10) of March 15, 1974, of the Ministry of External Relations as well as the Technical Co-operation 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 with the Serviço Nacional de Aprendizagem Industrial, in the field of industrial technology training.

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 Serviço Nacional de Aprendizagem Industrial (hereinafter referred to as SENAI) as the agency responsible for the fulfilment of its obligations under this agreement.

II. The objective of this project is to improve training at the technologist level in certain industrial trades to encourage better utilization of existing equipment and to update the technical knowledge of instructors.

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

- (a) The provision of Canadian expertise in industrial technology at various SENAI schools in Brazil;
- (b) The technical upgrading of SENAI teachers at Canadian training centers;
- (c) The provision of technical teaching material.

2. This project shall have a duration of approximately 2 (two) years. Upon agreement of both parties this period may be extended<sup>3</sup>

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

<sup>1</sup> Came into force on 5 August 1980, 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.

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:

- (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:

- *Personnel*. Canadian short term experts in fields such as welding (quality control), maintenance of industrial electrical equipment, textile manufacture and electronics;
- *Training*. Short term training fellowships in Canada for selected SENAI teachers at various Canadian training centers;
- *Material*. Technical training documents and material as specified in the Plan of Operations.

2. It is understood that the total Canadian contribution will not exceed Canadian \$158,000 (one hundred and fifty-eight thousand 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 diem 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 Canadian \$300,000 (three 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:

Serviço Nacional de Aprendizagem Industrial  
a/c do Ministério das Relações Exteriores  
(Divisão de Cooperação Técnica)  
Esplanada dos Ministérios  
70170 Brasília (DF)

For Canada:

The President  
Canadian International Development Agency  
c/o Canadian Embassy  
Avenida das Nações, lote 16  
70410 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 Co-operation 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, August 5, 1980

RONALD STUART MACLEAN  
Ambassador

His Excellency Ramiro Elysio Saraiva Guerreiro  
Minister of External Relations  
Brasília, DF

## II

[PORTUGUESE TEXT — TEXTE PORTUGAIS]

Em 5 de agosto de 1980

DCOPT/DCS/DAI/33/644(B46)(B10)

Senhor Embaixador,

Tenho a honra de acusar recebimento da nota nº B-64, datada de 5 de agosto de 1980, de Vossa Excelência, cujo teor em português é o seguinte:

«Excelência. Com referência à nota verbal DCT/DCS/14/644 (B46)(B10), datada de 15 de março de 1974, do Ministério das Relações Exteriores, e ao Acordo de Cooperação Técnica existente entre o Governo do Canadá e o Governo da República Federativa do Brasil, de 2 de abril de 1975, tenho a honra de propor, em nome do Governo do Canadá e de acordo com o artigo II do Acordo acima mencionado, o seguinte Ajuste Complementar relativo à cooperação técnica com o Serviço Nacional de Aprendizagem Industrial no campo do treinamento em tecnologia industrial.

I. 1. O Governo do Canadá designa a Agência Canadense para o Desenvolvimento Internacional (doravante denominada CIDA) como agência responsável pelo cumprimento de suas obrigações no âmbito deste Ajuste Complementar.

2. O Governo da República Federativa do Brasil designa o Serviço Nacional de Aprendizagem Industrial (doravante denominado SENAI) como agência responsável pelo cumprimento de suas obrigações no âmbito deste Ajuste Complementar.

II. O objetivo deste projeto é assistir o SENAI a aperfeiçoar o treinamento a nível tecnológico em determinados setores industriais, estimular a melhor utilização do equipamento existente e atualizar o conhecimento técnico dos instrutores.

1. Os objetivos serão alcançados através da execução das seguintes atividades principais:

a) Aproveitamento de peritos canadenses em tecnologia industrial em várias escolas do SENAI no Brasil;

na maneira prescrita pelo Acordo de Cooperação Técnica de 02 de abril de 1975.

2. Caso o Governo da República Federativa do Brasil concorde com as propostas contidas nos artigos I a XI, tenho a honra de propor que esta nota e a nota de resposta de Vossa Excelência, em que se expresse a concordância de seu Governo, constituam um Ajuste Complementar entre os nossos dois Governos, a entrar em vigor na data da nota de resposta de Vossa Excelência.

Permita-me, Senhor Ministro, apresentar a Vossa Excelência os protestos da minha mais alta consideração.»

2. Em resposta, informo Vossa Excelência de que o Governo brasileiro concorda com os termos da nota acima transcrita, a qual, juntamente com a presente, passa a constituir um Ajuste Complementar entre nossos dois Governos, a entrar em vigor na data de hoje.

Aproveito a oportunidade para renovar a Vossa Excelência os protestos da minha alta estima e distinta consideração.

RAMIRO SARAIVA GUERREIRO

A Sua Excelência o Senhor Ronald Stuart MacLean  
Embaixador Extraordinário e Plenipotenciário  
do Canadá

[TRANSLATION — TRADUCTION]

5 August 1980

DCOPT DCS/DAI/33/644(B46)(B10)

Sir,

I have the honour to acknowledge receipt of your note No. B-64, of 5 August 1980, which, in Portuguese, reads as follows:

[See note I]

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.

I take this opportunity, etc.

RAMIRO SARAIVA GUERREIRO

His Excellency Ronald Stuart MacLean  
Ambassador Extraordinary and Plenipotentiary  
of Canada