

No. 20630

BRAZIL
and
HONDURAS

Supplementary Agreement on co-operation in communications, pursuant to the Basic Agreement on scientific and technical co-operation. Signed at Tegucigalpa on 20 May 1981

*Authentic texts: Portuguese and Spanish.
Registered by Brazil on 14 December 1981.*

BRÉSIL
et
HONDURAS

Convention complétant l'Accord de base relatif à la coopération scientifique et technique et portant sur la coopération dans le domaine des communications. Signée à Tegucigalpa le 20 mai 1981

*Textes authentiques : portugais et espagnol.
Enregistrée par le Brésil le 14 décembre 1981.*

[TRANSLATION — TRADUCTION]

SUPPLEMENTARY AGREEMENT¹ ON CO-OPERATION IN COMMUNICATIONS, PURSUANT TO THE BASIC AGREEMENT ON SCIENTIFIC AND TECHNICAL CO-OPERATION BETWEEN THE GOVERNMENT OF THE FEDERATIVE REPUBLIC OF BRAZIL AND THE GOVERNMENT OF THE REPUBLIC OF HONDURAS²

The Government of the Federative Republic of Brazil and
The Government of the Republic of Honduras,

Desiring to strengthen scientific and technical co-operation between the two countries, in accordance with the principles set forth in article I of the Basic Agreement on scientific and technical co-operation, concluded at Brasília on 11 June 1976,²

Have agreed as follows:

Article I. The Brazilian Government designates the Ministry of Communications to co-operate with the Ministry of Communications, Public Works and Transport of the Republic of Honduras for the purpose of assisting in the development of telecommunications in Honduran territory.

Article II. 1. The Ministry of Communications of Brazil shall carry out the work connected with technical co-operation provided for in this Agreement through its associated enterprise Telecomunicações Brasileiras S.A. (TELEBRAS), which shall provide the skilled personnel necessary for the execution of the specific programmes.

2. The Ministry of Communications, Public Works and Transport of Honduras shall receive the technical co-operation provided for in this Agreement through its associated enterprise Empresa Hondureña de Telecomunicaciones (HONDUTEL), which shall provide the skilled counterpart personnel necessary for the execution of the specific programmes.

3. Some work may be entrusted to third parties by the Ministry of Communications of Brazil, with the prior approval of HONDUTEL.

Article III. 1. The co-operation to be carried out may take any of the following forms:

- (a) Dispatch of technical missions of Brazilian specialists to work together with HONDUTEL;
- (b) Specialized training for HONDUTEL employees;
- (c) Technical studies and development of specific projects;
- (d) Provision of technical documentation.

2. The Ministry of Communications of Brazil and the Ministry of Communications, Public Works and Transport of Honduras shall draw up a programme of work identifying the specific areas of co-operation referred to in article I.

¹ Came into force on 20 May 1981 by signature, in accordance with article X.

² United Nations, *Treaty Series*, vol. 1054, p. 167.

3. The programme of work may be amended with the agreement of both Ministries, the amendments entering in force through an exchange of diplomatic notes.

Article IV. The costs relating to the execution of the programme of work referred to in article III shall be apportioned between TELEBRAS and HONDUTEL, in the following manner:

1. TELEBRAS shall bear the costs of the following:

(a) As regards the specialized training of HONDUTEL employees:

- (i) Preparation of courses and/or specific training activities;
- (ii) Specialized supplies and equipment to be used in the training activities;
- (iii) Salaries and social security contributions for the specialized instructors and administrative support staff for planning and carrying out the training activities;
- (iv) Travel within Brazil in connection with the implementation of this Agreement.

(b) As regards Brazilian specialists on mission in Honduras:

Salaries and all social security contributions connected with employment.

2. HONDUTEL shall bear the following costs:

(a) As regards Brazilian specialists on mission in Honduras:

- (i) Roundtrip travel between Brazil and Honduras;
- (ii) A daily subsistence allowance, in accordance with the scale applied by the Ministry of Communications.

(b) As regards the specialized training of HONDUTEL employees in Brazil:

- (i) Roundtrip travel between Honduras and Brazil;
- (ii) A daily subsistence allowance, in accordance with the scale applied by HONDUTEL.

(c) As regards the execution of technical studies and development of specific projects:

All expenses.

(d) As regards documentation:

Provision and shipping of documentation, the volume to be determined in each case by agreement between the agencies referred to in article I.

3. HONDUTEL shall see to the accommodation and transport of the Brazilian experts on mission in Honduras.

4. All expenses referred to in paragraph 2 of this article which are paid by TELEBRAS shall be charged to HONDUTEL.

Article V. The agencies to which the specialists are assigned shall assume civil liability for any damages and expenses that may result from the acts committed by specialists on mission, in the performance of their duties, except where such acts are unlawful.

Article VI. The Parties undertake not to make available to third parties, unless by mutual agreement, any documents that may be furnished to them in connection with the implementation of this Agreement.

Article VII. 1. Whenever it is necessary to contract for services and/or the provision of goods for the restructuring and/or expansion of its telecommunications system, HONDUTEL shall first contact the Embassy of Brazil at Tegucigalpa sufficiently in advance.

2. The participation of Brazilian firms in the activities described in this article shall be co-ordinated by the Ministry of Communications of Brazil, which shall give governmental approval for the negotiations and the conduct of technical operations.

Article VIII. If HONDUTEL has no rules or practices relating to operations and standardization of procedures for the preparation of plans and projects, Brazilian rules and practices shall be adopted.

Article IX. 1. In the event that the Parties are prevented, for reasons of *force majeure*, from fulfilling the obligations arising under this Agreement, implementation of the Agreement shall be suspended for the period deemed necessary.

2. The decision to request the suspension of the implementation of this Agreement shall be communicated through the diplomatic channel, with a minimum advance notice of 60 (sixty) days from the date on which the suspension is to take effect.

Article X. This Agreement shall enter into force on the date of its signature and shall remain in force initially for a two-year period; it shall be automatically extended for further periods of two years, unless one of the Parties decides to denounce it. In such case, the denunciation shall take effect 60 (sixty) days after receipt of the notification through the diplomatic channel.

DONE at Tegucigalpa, on 20 May 1981, in two original copies, in the Portuguese and Spanish languages, both texts being equally authentic.

For the Government
of the Federative Republic of Brazil:

[Signed]

OCTAVIO LUIZ DE BERENGUER CÉSAR
Ambassador Extraordinary
and Plenipotentiary

For the Government
of the Republic of Honduras:

[Signed]

ANGEL FORTIN MIDENCE
Acting Minister for Foreign Affairs
