

No. 19660

**BRAZIL
and
CANADA**

**Exchange of notes constituting an agreement on technical
co-operation in the field of scientific research. Brasília,
6 November 1980**

Authentic texts: English and Portuguese.

Registered by Brazil on 24 March 1981.

**BRÉSIL
et
CANADA**

**Échange de notes constituant un accord relatif à la coopé-
ration technique dans le domaine de la recherche scien-
tifique. Brasília, 6 novembre 1980**

Textes authentiques : anglais et portugais.

Enregistré par le Brésil le 24 mars 1981.

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN BRAZIL AND CANADA ON TECHNICAL CO- OPERATION IN THE FIELD OF SCIENTIFIC RESEARCH

I

CANADIAN EMBASSY AMBASSADE DU CANADA

No. B-127

Excellency,

Pursuant to Article V, section 5.05 of the Loan Agreement signed on January 13, 1977 between the Government of the Federative Republic of Brazil and the Government of Canada², I have the honour to propose in the name of the Government of Canada, the following Subsidiary Agreement concerning technical cooperation with respect to scientific research in general.

I. For the purposes of this agreement, the Government of Canada shall act through the Canadian International Development Agency (hereinafter called CIDA), and the Government of the Federative Republic of Brazil shall be represented by the National Council for Scientific and Technological Development (hereinafter called CNPq), assisted by the Secretariat for International Economic and Technical Cooperation of the Secretary of Planning of the Presidency of the Republic (hereinafter called SUBIN), and by the Division of Technical Cooperation (hereinafter called DCOPT), of the Ministry of External Relations.

II. The objective of this Agreement is to implement a technical cooperation project aiming at providing those entities directly or indirectly linked to the National System for Scientific and Technological Development (SNDCT) with the human resources necessary for strengthening the said system. Emphasis shall be given to those entities responsible for the execution of programs and projects included in the Basic Plan for Scientific and Technological Development (PBDCT).

III. For the execution of the project mentioned in Article II of this Agreement, the parties agree to allocate up to Cdn\$600,000.00 (six hundred thousand Canadian dollars) of the resources derived from the Loan Agreement signed on January 13, 1977.

IV. CNPq shall choose that method of allocation of the technical assistance provided by CIDA to the PBDCT which, in its opinion, contributes to the accomplishment of the PBDCT, and shall administer the funds involved.

V. CNPq, by itself or by its designated agent, shall have the right to call on the services of Canadian experts so that it can quickly meet definite requirements for outside, short-term technical assistance and avoid the delays involved in requests for international technical cooperation.

VI. The resources provided for through this Agreement as referred to in Article III, shall be used by CNPq exclusively for the acquisition of Canadian goods and services aimed at executing the technical cooperation project referred to in Article II. The said resources shall be used to cover:

a) Cost of services rendered by consultants;

¹ Came into force on 6 November 1980, the date of the note in reply, in accordance with the provisions of the said notes.

² United Nations, *Treaty Series*, vol. 1163, p. 21.

- b) Cost of services rendered by consulting firms;
- c) Cost of *estágios* by Brazilian researchers/scientists in Canada;
- d) Cost of training for Brazilian students in Canada, including a subsistence allowance for fellowship holders;
- e) Cost of equipment purchased in Canada and of its transportation to the Canadian embarkation port;
- f) Cost of services rendered by designated agents.

VII. As its counterpart contribution to the implementation of the project, CNPq shall provide:

- a) Staying or per diem expenses as well as transportation costs within Brazil, for the Canadian consultants, during the fulfilment of their missions;
- b) Payment of the fellowship holders' salaries, while in Canada; and
- c) Transportation and insurance for the purchased equipment, from the Canadian embarkation port to the Brazilian destination, including harbor and storage fees.

VIII. In accordance with the procurement procedures in Annex B of the January 13, 1977 Loan Agreement, CNPq shall, by its designated agent:

- a) Identify, select and recruit the consultants and negotiate the pertinent contracts;
- b) Identify and select the Canadian consulting firms or institutions and negotiate the pertinent contracts;
- c) Identify and select Brazilian researchers/scientists who will go to Canada as well as make the contacts with the Canadian institutions which will receive said researchers/scientists;
- d) Identify and select Brazilian citizens who shall pursue studies in Canada as well as make the necessary contacts with the Canadian institutions;
- e) Negotiate the contracts for the purchase of the equipment needed.

IX. CNPq shall periodically inform SUBIN about the steps indicated in Article VIII.

X. All payments deriving from the amounts committed by CNPq within the framework of this Subsidiary Agreement and previously approved by CIDA will be made directly 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.

XI. All requests for disbursement will be made by CNPq and accompanied by original supporting documents.

XII. CIDA, CNPq, SUBIN and the Brazilian Ministry of Foreign Relations shall take the necessary steps to evaluate at least once a year the project contemplated by this subsidiary agreement.

XIII. On March 31 and September 30 of each year, CNPq shall present CIDA with a statement of the amount disbursed on this project, a copy of which shall be sent to SUBIN and the Brazilian Ministry of Foreign Relations.

XIV. If administrative expenses other than salaries of its employees are incurred by CIDA during execution of this project, they shall be paid by CNPq provided that the latter has given its prior consent.

XV. This subsidiary agreement shall be effective until the funds have been exhausted. However, if the full amount of the amount of \$600,000 is not entirely disbursed by January 12, 1984 (vide: Canadian Embassy note B-07, January 11, 1980 and the Ministry's reply DCOPT/DCS/DPF/DAI/03/823/(B10) (B46)), the balance will be cancelled in accordance with article 4.03 in the Loan Agreement of January 13, 1977.

XVI. This subsidiary agreement may be terminated by either party. In such case, the effective date of termination shall be sixty days after written notice of such intention has been sent by one party to the other.

XVII. The termination shall not affect those projects approved before receipt of the said notice, unless both parties agree to the contrary.

XVIII. This subsidiary agreement may be reviewed, amended or extended if both parties so agree.

XIX. All the provisions set forth in the Loan Agreement of January 13, 1977, signed by the Government of Canada and the Government of the Federative Republic of Brazil shall apply to this subsidiary agreement.

XX. CNPq shall present, after two (2) months of the signature of this Agreement, a proposed estimate of disbursement for the loan, which shall be reviewed every year.

XXI. All communications, information and documentation between the Government of Canada and the Government of the Federative Republic of Brazil connected with this Supplementary Agreement should be forwarded to the following addresses:

For the Federative Republic of Brazil:

DCOPT—Divisão de Cooperação Técnica
Ministério das Relações Exteriores
70.170—Brasília, D.F.

SUBIN—Secretaria de Cooperação Econômica e Técnica Internacional
Secretaria de Planejamento da Presidência da República
Esplanada dos Ministérios, Bloco 16, Sala 511
Brasília, D.F.
Telex no. 061/1555

For Canada:

President, Canadian International Development Agency
Place du Centre
200 Rue Principale
Hull, P.Q., Canada K1A 064
Telex no. 053/4140

In the event that the Government of the Federative Republic of Brazil agrees with the proposals included in Article I to Article XXI, I have the honour to 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 6, 1980

Ambassador:

[Signed]

RONALD STUART MACLEAN

His Excellency Ramiro Elycio Saraiva Guerreiro
Minister of External Relations
Brasília

Aproveito a oportunidade para renovar a Vossa Excelência os protestos da minha mais alta consideração.

RAMIRO SARAIVA GUERREIRO

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

[TRANSLATION — TRADUCTION]

DCOPT/DCS/DAI/DPF/48/644(B46)(B10)
623(B10)(B46)

6 November 1980

Sir,

I have the honour to acknowledge receipt of your note B-127, of 6 November 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 supplementary Agreement between our two Governments, to enter into force as of today's date.

Accept, Sir, etc.

RAMIRO SARAIVA GUERREIRO

His Excellency Mr. Ronald Stuart MacLean
Ambassador Extraordinary and Plenipotentiary
of Canada
