

**No. 19794**

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**BRAZIL  
and  
FRANCE**

**Supplementary Co-operation Arrangement in the field of  
telecommunications. Signed at Paris on 9 March 1981**

*Authentic texts: Portuguese and French.*

*Registered by Brazil on 27 May 1981.*

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**BRÉSIL  
et  
FRANCE**

**Arrangement complémentaire de coopération dans le  
domaine des télécommunications. Signé à Paris le  
9 mars 1981**

*Textes authentiques : portugais et français.*

*Enregistré par le Brésil le 27 mai 1981.*

[TRANSLATION — TRADUCTION]

SUPPLEMENTARY CO-OPERATION ARRANGEMENT<sup>1</sup> BETWEEN  
THE GOVERNMENT OF THE FEDERATIVE REPUBLIC OF  
BRAZIL AND THE GOVERNMENT OF THE FRENCH REPUBLIC  
IN THE FIELD OF TELECOMMUNICATIONS

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

Desiring to promote and strengthen co-operation in the field of telecommunications, within the framework of the Agreement on technical and scientific co-operation signed on 16 January 1967,<sup>2</sup>

Have agreed as follows:

*Article I. OBJECT*

The object of this Arrangement is to initiate co-operation between the two Parties in the field of telecommunications for the joint development of new technologies.

*Article II. RESPONSIBLE AGENCIES*

1. The Government of the Federative Republic of Brazil designates as the agency responsible for the implementation of this Arrangement the General Secretariat of the Ministry of Communications.
2. The Government of the French Republic designates for the same purpose the Department of Telecommunications of the State Secretariat for Postal and Telecommunications Services.

*Article III. SCOPE OF APPLICATION*

1. Co-operation shall take place in all fields in which the administrations are competent, namely, administration or technical advice.
2. The fields of co-operation shall be determined each year by the Working Group mentioned in article VI.

*Article IV. MODALITIES OF IMPLEMENTATION*

Co-operation between the two Parties may take the following forms:

- (a) Joint execution of studies for the development and adaptation of new technologies to meet the needs of Brazil;
- (b) Promotion of the development of industrial co-operation and promotion of exchanges between agencies and enterprises in the two countries;
- (c) Technical missions of French specialists to Brazil;
- (d) Specialized training courses in France for Brazilian engineers and technicians;
- (e) Technical studies of problems submitted by the Brazilian Government; and
- (f) Exchange of technical documentation.

<sup>1</sup> Came into force on 9 March 1981 by signature, in accordance with article IX.

<sup>2</sup> United Nations, *Treaty Series*, vol. 712, p. 187.

*Article V. PROGRAMME*

1. By mutual agreement between the two Parties, a programme shall be prepared annually which shall specify the number of Brazilian and French specialists for whose missions or training courses provision has been made, and the resources required for the implementation of this programme.

2. This programme, being of an indicative nature, shall be drawn up by the Working Group mentioned in article VI. It must be approved and implemented in accordance with the procedures in force in both countries for the preparation and implementation of bilateral programmes of technical co-operation.

*Article VI. ESTABLISHMENT OF A WORKING GROUP*

1. The two Parties agree to establish a working group whose mission shall be to:

- (a) Determine annually the areas in which co-operation shall take place;
- (b) Supervise the activities resulting from the application of the modalities of implementation provided for in article IV, paragraph *b*;
- (c) Make recommendations and prepare and monitor the implementation of the annual programmes of co-operation mentioned in article V;
- (d) Study any problems which may arise during the implementation of this Arrangement.

2. The Working Group shall meet annually in regular session, alternately in Brazil and in France.

*Article VII. FINANCIAL ARRANGEMENTS*

With the exception of specific contracts, it is hereby stated, as a general indication, that the distribution of the costs of the mutually agreed actions shall be made in the following manner:

(a) Costs charged to Brazil:

- (i) Technical and scientific missions of French specialists sent to Brazil:
  - Monthly allowance in Brazil calculated on the basis of the normal salary of a Brazilian specialist of the same level;
  - Subsistence allowances shall be determined in conformity with the scale applied by the Ministry of Communications of the Federative Republic of Brazil, according to the category of the specialist on mission;
  - Subsistence allowances shall not be payable for missions of over three months;
- (ii) Training courses in France for Brazilian specialists and technicians: international return tickets;
- (iii) Supply of technical equipment: provision of the equipment and installations required for the implementation of the programme;
- (iv) Project execution: provision of the technical and administrative resources required for the proper execution of projects, together with all appropriate material resources (laboratories, offices, administrative staff, transport and on-site facilities, etc.);

- (b) Costs charged to France:
- (i) Technical missions in Brazil of French specialists and technicians: international return tickets;
  - (ii) Training courses in France for Brazilian specialists: monthly allowance in France, in conformity with the scale applied by the Ministry of Foreign Trade, according to the type of mission and the category of the specialist on mission;
  - (iii) Supply of documentation and demonstration materials: an appropriate list shall be prepared each year in the light of available credits.
- (c) The distribution of expenses related to the studies provided for in article IV, paragraphs (a) and (e), shall be determined by agreement between the Parties, in each specific case.

*Article VIII. USE OF INFORMATION*

1. The two Parties undertake not to make available to third parties, without mutual consent, the documents which have been transmitted to them under this Arrangement.

2. This provision shall not apply to agencies and enterprises which are linked with the Ministry of Communications and those which are linked with the Department of Telecommunications.

*Article IX. DURATION OF THE ARRANGEMENT*

This Arrangement shall be valid for a period of two years from the date of its signature. It shall then be renewed by tacit agreement for one or several periods of two years each, except where notification to the contrary is given by either Party, through the diplomatic channel, at least three months before the expiry of any such period.

DONE at Paris on 9 March 1981, in two copies, in the French and Portuguese languages, the two texts being equally authentic.

For the Government  
of the Federative Republic  
of Brazil:

[Signed]

LUIZ GONZAGA DO NASCIMENTO  
E SILVA

For the Government  
of the French Republic:

[Signed]

PIERRE RIBES