

No. 19791

**BRAZIL
and
FRANCE**

Arrangement between the National Council for Scientific and Technological Development of Brazil and the Overseas Agency for Technical and Scientific Research of France. Signed at Paris on 2 January 1981

Authentic texts: Portuguese and French.

Registered by Brazil on 27 May 1981.

**BRÉSIL
et
FRANCE**

Arrangement entre le Conseil national de développement scientifique et technologique du Brésil et l'Office de la recherche scientifique et technique d'outre-mer français. Signé à Paris le 2 janvier 1981

Textes authentiques : portugais et français.

Enregistré par le Brésil le 27 mai 1981.

[TRANSLATION — TRADUCTION]

ARRANGEMENT¹ BETWEEN THE NATIONAL COUNCIL FOR SCIENTIFIC AND TECHNOLOGICAL DEVELOPMENT OF BRAZIL AND THE OVERSEAS AGENCY FOR TECHNICAL AND SCIENTIFIC RESEARCH OF FRANCE

The National Council for Scientific and Technological Development (hereinafter referred to as “CNPq”) and the Overseas Agency for Technical and Scientific Research (hereinafter referred to as “ORSTOM”),

Recognizing the importance of co-operation between Brazil and France in the fields of science and technology,²

Desiring to intensify this co-operation and to improve the exchange between the two countries in those fields,

Have agreed as follows:

Article I. CNPq and ORSTOM shall promote the following forms of co-operation, among others:

- (a) Exchange of experience;
- (b) Exchange of information on science and technology, including publications and journals;
- (c) Exchange of scientists, researchers, technicians and teachers (hereinafter referred to as “specialists”);
- (d) Joint research and development projects;
- (e) Development of human resources in specialized training programmes or internships;
- (f) Organization of lectures, courses, seminars and symposia;
- (g) Reciprocal consultations on topics related to scientific and technological policy;
- (h) Dissemination, in their respective countries, of the results, progress, methods and techniques derived from scientific research conducted in Brazil and France.

Article II. For the purposes of this Arrangement, both institutions agree to:

- (a) Establish programmes of co-operation through meetings between delegations of both Parties or through an exchange of correspondence, in which spheres of interest for the development of joint activities shall be fixed; in principle, these programmes shall be supplemented or revised annually;
- (b) Present these programmes and revisions to the Joint Franco-Brazilian Commission for Cultural, Scientific and Technical Relations.

¹ Came into force on 31 January 1981, the date of the last of the notes provided for in article XVI, in accordance with the provisions of the said notes.

² See “Agreement on technical and scientific co-operation. Signed at Paris on 16 January 1967”, in the United Nations, *Treaty Series*, vol. 712, p. 187.

Article III. The mechanisms necessary for the implementation of the programmes, projects and activities resulting from the signature of this Arrangement shall be established through an exchange of correspondence between CNPq and ORSTOM.

Article IV. CNPq and ORSTOM have agreed to organize the exchange of specialists, and the host Party shall be responsible for co-ordinating administrative and technical-scientific procedures, in conjunction with the institutions interested in participating in the programmes of work.

Article V. The exchange of specialists shall be carried out through short-term or long-term missions; short-term shall mean missions of up to 6 (six) months and long-term shall mean missions extending beyond that period.

Article VI. The names and *curriculum vitae* of the visiting specialists shall be submitted by the sending party for approval by the host Party.

Article VII. The visiting specialists may not engage in, in the territory of the host country, activities outside the scope of their functions, nor may they seek gainful employment without the prior authorization of the Brazilian Ministry of Foreign Affairs and the French Ministry of Foreign Affairs.

Article VIII. Each of the Parties shall take the necessary steps to obtain the financial resources that will ensure the implementation of the activities that have been approved.

Article IX. 1. CNPq and ORSTOM shall pay for the international transport of their specialists in both directions.

2. CNPq and ORSTOM shall be responsible for payment of daily subsistence allowances to specialists from the sending institution who are on short-term mission. For long-term missions, any additional payment arising from the specialists' assignment to the host country shall be the responsibility of the sending institution.

3. The host Party shall pay for the specialists' daily subsistence allowances and for domestic travel considered to be of interest for the development of the programmes.

4. The amount of the daily living allowance for experts on mission shall be defined and reviewed annually, through an exchange of correspondence between the Parties.

Article X. Each Party shall guarantee medical, accident, death and disability coverage to the experts it sends abroad.

Article XI. When equipment or supplies essential for the implementation of joint research or exchange projects must be imported, the signatories shall take the necessary steps for their customs clearance, in accordance with their respective legislation.

Article XII. At the end of their mission, the specialists sent from one country to the other shall provide both Parties with an account of the results of the research activities conducted in the host country.

Article XIII. 1. Publications resulting from the exchanges or projects under this Arrangement shall appear first in specialized journals or collections of the host country. However, this shall not preclude simultaneous publication in other scientific journals.

2. In all cases, the publications must make reference to this Arrangement.

Article XIV. If the specialists' activities yield results that may require copyrights, patents and the like, they shall be governed by the provisions of the international conventions on the subject, to which both countries are Parties, and by the domestic legislation of each, without prejudice to any use which may be made of such results for purposes of research by schools, universities and other non-profit research institutions.

Article XV. The Parties shall present a joint annual report of their activities to their respective Governments, through the Brazilian Ministry of Foreign Affairs and the French Ministry of Foreign Affairs.

Article XVI. This Arrangement shall enter into force through an exchange of diplomatic notes, on the date of the reply.

Article XVII. 1. This Arrangement shall be valid for five years and shall be automatically renewed for similar periods, unless either Party informs the other in writing and through the diplomatic channel, at least six months in advance, of its decision to denounce it.

2. The denunciation of this Arrangement shall not affect the programmes and projects in progress, unless the Parties agree otherwise.

Article XVIII. This Arrangement may be amended through an exchange of notes, by mutual consent between the Parties, and the amendment shall enter into force, unless otherwise specified, on the date of the note in reply to the proposed amendment.

DONE at Paris on 2 January 1981, in two originals in the Portuguese and French languages, both texts being equally authentic.

For the National Council
for Scientific and Technological
Development—CNPq:

[Signed]

LYNALDO CAVALCANTI
DE ALBUQUERQUE

For the Overseas Agency
for Technical and Scientific
Research—ORSTOM:

[Signed]

GUY CAMUS