

No. 20374

**BRAZIL
and
PERU**

Agreement in the field of telecommunications, supplementary to the Basic Agreement on scientific and technical co-operation. Signed at Lima on 26 June 1981

Authentic texts: Portuguese and Spanish.

Registered by Brazil on 29 August 1981.

**BRÉSIL
et
PÉROU**

Accord dans le domaine de la coopération en matière de télécommunications, complémentaire à l'Accord de base relatif à la coopération scientifique et technique. Signé à Lima le 26 juin 1981

Textes authentiques : portugais et espagnol.

Enregistré par le Brésil le 29 août 1981.

[TRANSLATION — TRADUCTION]

AGREEMENT¹ IN THE FIELD OF TELECOMMUNICATIONS,
SUPPLEMENTARY TO THE BASIC AGREEMENT ON SCIENTIFIC
AND TECHNICAL CO-OPERATION² BETWEEN THE
GOVERNMENT OF THE FEDERATIVE REPUBLIC OF BRAZIL
AND THE GOVERNMENT OF THE REPUBLIC OF PERU

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

Considering that the reasons which prompted the conclusion of the Agreement on Scientific and Technical Co-operation between the two countries remain valid,

In conformity with the principles set forth in article II of that Agreement, concluded on 8 October 1975,²

Agree as follows:

Article I. The two Governments hereby decide to establish machinery for co-operation in the field of telecommunications.

Article II. The Government of the Federative Republic of Brazil designates the Ministry of Communications as the authority responsible for the implementation of this Agreement, and the Government of the Republic of Peru designates for the same purpose the Ministry of Transport and Communications.

Article III. The co-operation to which article I refers shall take place in all the areas of competence of the authorities mentioned in article II through an exchange of experience and/or the provision of technical services.

Article IV. 1. In extending the co-operation envisaged in this Agreement, the Ministry of Communications of Brazil and the Ministry of Transport and Communications of Peru may entrust tasks to their respective enterprises or institutes or to third Parties which demonstrate financial and technical reliability.

2. The entities to which the performance of the tasks is entrusted shall provide the qualified staff necessary for carrying out particular programmes.

3. The bodies which receive co-operation under this Agreement shall provide the qualified counterpart staff necessary for carrying out individual programmes.

Article V. 1. The exchange of experience envisaged in article III may take any of the following forms:

- (a) The sending of specialists on technical missions;
- (b) The organization of training courses and specialized training;
- (c) Industrial and technological development and specialized training;
- (d) The provision of technical documents.

¹ Came into force on 26 June 1981 by signature, in accordance with article XIII.

² United Nations, *Treaty Series*, vol. 1056, p. 113.

2. The technical services envisaged in article III may cover the following areas:

- (a) Market research and demand for telephones;
- (b) Rural telephone systems;
- (c) Planning and control, technical and operational planning;
- (d) Advisory assistance for the periodic review of basic plans;
- (e) Planning and advisory assistance for the expansion and modernization of local and interurban systems;
- (f) Advisory assistance for the regulation of the radio broadcasting service and the development and installation of television retransmitters and repeater systems;
- (g) Staff training and specialization; and
- (h) Supervision of planning and follow-up of telecommunications work.

3. These exchanges may be added to or curtailed at the discretion of the Parties, through an exchange of correspondence between the two Ministries.

Article VI. 1. The Ministry of Communications of Brazil and the Ministry of Transport and Communications of Peru shall establish a programme of work detailing the forms and areas of co-operation described in article V.

2. This programme shall specify the number of missions and the training periods, together with the resources required to carry them out. It shall also indicate the areas in which training is sought by the Administration concerned and the technical means envisaged in article III.

3. This programme shall be reviewed annually through an exchange of correspondence between the two Ministries.

Article VII. Expenditures incurred in the exchange of experience provided for in article V, paragraph 1, shall be apportioned between the Brazilian and Peruvian Administrations as follows:

1. The Administration granting the assistance shall be responsible for defraying the cost of the following:

- (a) For the specialized in-service training:
 - Preparation of specific courses and/or in-service training;
 - Special materials and equipment to be used for in-service training;
 - Salaries and social benefits for the specialized instructors and administrative support staff responsible for planning and conducting the in-service training;
 - Internal travel; and
 - Medical and hospitalization insurance to cover accidents or illnesses sustained in the normal exercise of activities or having environmental causes.
- (b) For the missions of specialists:
 - The salaries and social benefits to which the specialists are entitled in their country of origin;
 - Return fares between Brazil and Peru; and

—The subsistence allowances prescribed by the Ministry of the country of origin.

2. The Administration receiving the assistance shall be responsible for defraying the cost of the following:

(a) For the missions of specialists:

—Internal travel arising under this Agreement;

—Supplies and equipment for carrying out the programme; and

—Medical and hospitalization insurance to cover accidents or illnesses sustained in the normal exercise of activities or having environmental causes.

(b) For specialized in-service training:

—Return fares between Brazil and Peru; and

—The subsistence allowances prescribed by the Ministry of the country of origin.

Article VIII. 1. The technical services to which article V, paragraph 2 refers shall be the subject of individual contracts.

2. The contracts shall specify, *inter alia*, the conditions for the payment of the costs incurred in the performance of the services.

Article IX. Entities receiving the assistance of specialists shall assume civil liability, except that in cases of unlawful conduct or practical training not carried out in the exercise of a specialist's functions, civil liability shall be assumed by the specialists themselves.

Article X. The Parties undertake not to supply to third parties, in the absence of mutual agreement, any documents which may be sent pursuant to this Agreement.

Article XI. 1. Whenever it is necessary to contract for the provision of services and/or arrange for the delivery of goods for the restructuring or expansion of their telecommunications systems, the respective Ministries and their related enterprises shall so inform the appropriate Embassy in good time.

2. The participation of Brazilian or Peruvian firms in the activities described in this article shall be co-ordinated by the respective Ministries of each country, which shall approve the negotiations and their technical-operational development on behalf of the Governments.

Article XII. 1. If, for reasons of *force majeure*, the Parties are prevented from fulfilling their obligations under this Agreement, the application of the Agreement shall be suspended for as long as is necessary.

2. The decision to request that the application of this Agreement be suspended shall be communicated through the diplomatic channel at least 60 days before the suspension is due to become effective.

Article XIII. This Agreement shall enter into force on the date of its signature, shall be valid for an initial term of five years and shall be tacitly renewed for similar, consecutive terms until such time as either of the Parties decides to terminate it. In that event, it shall cease to be effective 60 days after the receipt of the notice of termination through the diplomatic channel.

DONE at Lima, on 26 June 1981, in duplicate in the Portuguese and Spanish languages, both texts being equally authentic.

For the Government
of the Federative Republic of Brazil:

[Signed]

RAMIRO SARAIVA GUERREIRO

For the Government
of the Republic of Peru:

[Signed]

JAVIER ARIAS STELLA