

**No. 21186**

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**BRAZIL  
and  
FRANCE**

**Agreement on co-operation in the field of health and medical  
research. Signed at Brasília on 5 October 1981**

*Authentic texts: Portuguese and French.*

*Registered by Brazil on 28 July 1982.*

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**BRÉSIL  
et  
FRANCE**

**Accord sur la coopération dans le domaine de la santé et de  
la recherche médicale. Signé à Brasília le 5 octobre 1981**

*Textes authentiques : portugais et français.*

*Enregistré par le Brésil le 28 juillet 1982.*

[TRANSLATION — TRADUCTION]

AGREEMENT<sup>1</sup> ON CO-OPERATION IN THE FIELD OF HEALTH AND MEDICAL RESEARCH SUPPLEMENTARY TO THE AGREEMENT ON TECHNICAL AND SCIENTIFIC CO-OPERATION BETWEEN THE GOVERNMENT OF THE FEDERATIVE REPUBLIC OF BRAZIL AND THE GOVERNMENT OF THE FRENCH REPUBLIC<sup>2</sup>

The National Scientific and Technological Development Council (hereinafter referred to as “CNPq”), and

The National Health and Medical Research Institute (hereinafter referred to as “INSERM”),

Recognizing the importance of co-operation between Brazil and France in the field of health and biomedical research;

Referring to the General Agreement on technical and scientific co-operation between the Government of the Federative Republic of Brazil and the Government of the French Republic, signed at Paris on 16 January 1967<sup>2</sup>;

Desiring to strengthen this co-operation and improve exchanges between the two countries in this field in accordance with article 1 of the aforesaid Agreement on technical and scientific co-operation, have agreed as follows:

*Article I.* CNPq and INSERM agree, within the framework of their own programmes and jointly established programmes, to promote co-operation between the two countries in the field of basic research and its scientific and technological applications.

*Article II.* CNPq and INSERM shall utilize, *inter alia*, the following means of co-operation:

- (a) Exchanges of experience;
- (b) Exchanges of scientific data, in particular in the form of specialized publications;
- (c) Exchanges of scientists, physicians, researchers, teachers (hereinafter referred to as “specialists”);
- (d) Joint studies and research and development projects;
- (e) Dissemination in the two countries of the results, advances, methods and techniques obtained through research;
- (f) Support of seminars and symposia or other events which are important for the exchange of scientific and technological data.

*Article III.* For purposes of this Agreement, CNPq and INSERM agree to establish, at the appropriate time, by organizing joint meetings of the two institutions or by an exchange of correspondence, the programme of co-operation and its revisions, setting forth the activities to be carried out each year. These programmes and revisions shall be submitted to the Joint Franco-Brazilian Commission on Scientific and Technological Co-operation through the Ministries of Foreign Affairs of the two countries.

<sup>1</sup> Came into force on 26 May 1982 by exchanges of notes (effected on 19 March, 30 April and 26 May 1982), in accordance with article XIV.

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

*Article IV.* For the exchange programme, the dossiers of specialist candidates (containing research programme, curriculum vitae, degrees and publications, letter of acceptance from the host laboratory) shall be submitted to and approved by the two signatory institutions of this Agreement.

*Article V.* The specialists may not carry out other remunerative activities in the territory of the host country.

*Article VI.* Each of the two Parties shall take the necessary steps to obtain the financial resources to ensure the execution of the approved activities.

*Article VII.* With regard to the exchange of specialists:

(1) CNPq and INSERM shall finance the round-trip transport costs of specialists from their countries.

(2) CNPq and INSERM shall finance respectively the subsistence allowances of the specialists from the other country for missions of from one to three months.

Long-term missions from 3 to 12 months shall be the subject of separate negotiations.

(3) The host country shall assume the expenses relating to any domestic travel of specialists which is deemed necessary for carrying out the programmes.

(4) The amount of subsistence allowance for specialists on mission shall be established and revised annually by exchange of correspondence between the two Parties.

*Article VIII.* Initially each Party shall make available to the other an annual quota for subsistence allowances corresponding to 12 man-months, which may be increased by mutual agreement in an exchange of letters between the two Parties.

*Article IX.* Each Party undertakes to provide its visitors with medical assistance where necessary.

The responsibility in the case of death or permanent disability occurring during the mission shall be that of the sending country.

*Article X.* When joint research projects or exchanges make it necessary to import equipment or material essential to their execution, the signatory Parties shall provide the necessary facilities for their "free circulation" in accordance with their respective laws.

*Article XI.* At the end of their mission, the specialists shall submit a report on the findings of research activities carried out in the host country.

*Article XII.* The publications originating from exchange activities or projects under this Agreement shall make reference to this Agreement.

*Article XIII.* If the activities carried out by the specialists result in findings which are to be patented, such patents shall be governed by the provisions of international conventions in this field.

*Article XIV.* This Agreement shall enter into force, through the exchange of diplomatic notes, on the date of the note of reply.

*Article XV.* (1) This Agreement shall remain in effect for five years and shall be automatically renewed for periods of the same length unless one of the Parties denounces it to the other in writing and through the diplomatic channel with at least six months' notice.

(2) The termination of this Agreement shall not affect ongoing programmes and projects unless the two Parties agree otherwise.

*Article XVI.* This Agreement may be amended by an exchange of notes, by mutual agreement between the Parties. The amendments shall enter into force, unless provisions are made to the contrary, on the date of the note of reply to the proposal for amendment.

DONE at Brasília, on 5 October 1981, in duplicate in the Portuguese and French languages, the two texts being equally authentic.

For the National Scientific and Techno-  
logical Development Council (CNPq):

For the National Health and Medical  
Research Institute (INSERM):

[LYNALDO CAVALCANTI DE ALBUQUERQUE]

[PHILLIPE LAUDAT]

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