BRAZIL and FRANCE

Supplementary Arrangement to the Franco-Brazilian Agreement on technical and scientific co-operation between the National Council for Scientific and Technological Development and the International Aeronautic and Space Training Centre. Signed at Brasília on 21 December 1981

Authentic texts: Portuguese and French. Registered by Brazil on 21 March 1983.

BRÉSIL et FRANCE

Arrangement complémentaire à l'Accord franco-brésilien de coopération technique et scientifique entre le Conseil national de développement scientifique et technologique et la Formation internationale aéronautique et spatiale. Signé à Brasília le 21 décembre 1981

Textes authentiques : portugais et français. Enregistré par le Brésil le 21 mars 1983.

[Translation — Traduction]

SUPPLEMENTARY ARRANGEMENT¹ TO THE FRANCO-BRAZILIAN AGREEMENT ON TECHNICAL AND SCIENTIFIC CO-OPERATION² BETWEEN THE NATIONAL COUNCIL FOR SCIENTIFIC AND TECHNOLOGICAL DEVELOPMENT AND THE INTERNATIONAL AERONAUTIC AND SPACE TRAINING CENTRE

The National Council for Scientific and Technological Development (CNPq), a foundation affiliated with the Planning Department in the Office of the President of the Republic, a private-law body corporate, and

The International Aeronautic and Space Training Centre (FIAS), a French non-profit association organized in accordance with the Act of 1 January 1901,

Considering that CNPq, in conjunction with the bodies that make up the Brazilian aerospace establishment, namely, the Institutes of CTA, INPE (CNPq) and EMBRAER, is endeavouring to develop specialization programmes for scientists and technicians at all levels in Brazil and abroad in co-operation with foreign institutions with expertise in the aerospace field;

Considering that FIAS is interested in facilitating the training of Brazilian specialists, either through courses in specialized aerospace institutions in France, or through the sending of French instructors and experts to Brazil;

Desiring to develop scientific and technological co-operation in the field of aeronautic and space training on the basis of mutual advantage; and

Considering the provisions of article 1 of the Agreement on technical and scientific co-operation of 16 January 1967,²

Have agreed as follows:

Article I. The training programme shall include the following activities:

- (a) The training in France of specialists, in particular Brazilian engineers and technicians, at the Grandes Ecoles d'ingénieurs (university colleges of engineering) through short-term and medium-term doctoral and specialization courses, and internships in French industries and research centres;
- (b) The creation and development, in co-operation with Brazilian institutions, of advanced specialization courses in Brazil;
- (c) Any other activity which the two Parties deem necessary, in particular the training of technicians in Brazil.

Article II. For the implementation of the activities provided for in this arrangement, the two Parties shall meet annually with a view to:

(a) Drawing up the annual and multiyear co-operation programmes;

² United Nations, Treaty Series, vol. 712, p. 187.

Came into force on 26 May 1982 by the exchange of diplomatic notes (effected on 18 February 1982 and 26 May 1982), on the date of the note in reply, in accordance with article VI.

- (b) Preparing study programmes and budgets, and the arranging for the necessary financing:
- (c) Evaluating the results of activities carried out.

Article III. CNPq and FIAS shall establish a committee on which interested international bodies shall be represented, and which shall be entrusted with promoting co-operation between the two countries.

Article IV. In connection with the programmes specified in article I:

- (a) FIAS shall be responsible for:
 - As regards sub-paragraph (a):
 - (i) The reception of specialists on their arrival in France, the various administrative formalities and any onward travel to their final destination;
 - (ii) Language, scientific and technical pre-training;
 - (iii) Cultural integration, including visits to French companies and families, travel during holidays and cultural activities of interest to the specialists;
 - (iv) Dealing with any administrative and academic problems that may arise during the specialists' stay in France;
 - (v) The preparation and submission of a quarterly report on the academic supervision and performance of the specialists;
 - (vi) Issuing to the specialists diplomas or certificates upon completion of courses or internships in French schools or institutions;
 - (vii) Orientation and final placement of Brazilian specialists in French institutions, in co-operation with CNPq, after evaluating their linguistic, scientific and technical levels.
 - As regards sub-paragraphs (b) and (c):
 - (viii) Selection and sending of the necessary instructors and experts to conduct courses in Brazil, whose appointments shall be subject to final approval by CNPq.
- (b) CNPq shall be responsible for:
 - As regards sub-paragraph (a):
 - (i) The promotion and co-ordination of the programme among Brazilian entities;
 - (ii) The recruitment and selection of Brazilian specialists;
 - As regards sub-paragraphs (b) and (c);
 - (iii) The co-ordination and organization of activities in Brazil in which French instructors and experts are to participate;
 - (iv) The necessary administrative arrangements for the stay of French instructors or experts.

Article V. With respect to the financing of the programmes specified in article I:

- (a) FIAS shall ensure French financing for expenses relating to:
 - As regards sub-paragraph (a):
 - (i) Travel of the specialists to their final destination in France and travel in connection with cultural integration activities;
 - (ii) Language, scientific and technical pre-training;

- (iii) Academic supervision;
- (iv) Training, on the following basis:
 - Internships in industry, schools or research laboratories: 50 per cent
 - Year of specialization: 50 per cent
 - Courses of study leading to the diploma in engineering and/or doctorate in engineering: 100 per cent.

This apportionment may be reviewed at the annual meeting provided for in article II and ongoing activities shall not be affected by any change adopted.

- As regards sub-paragraphs (b) and (c):
 - (v) The cost of overseas travel of French instructors and experts to Brazil;
 - (vi) Salary and social insurance contributions for stays of up to 30 days;
- (b) CNPq shall defray the costs relating to:
 - As regards sub-paragraph (a):
 - (i) Grants to cover the living expenses of Brazilian specialists while in France:
 - (ii) Round-trip travel between Brazil and France for Brazilian specialists;
 - (iii) Social and medical insurance and administrative expenses of Brazilian specialists;
 - (iv) Expenses for training and specialization not covered by article V, (a) (iv):
 - As regards sub-paragraphs (b) and (c):
 - (v) Living expenses of French instructors while in Brazil;
 - (vi) Any domestic travel by French instructors and experts while on assignment in Brazil.

Article VI. This Arrangement shall enter into force following an exchange of diplomatic notes and shall remain in force for a period of three years. It shall be automatically renewed for equal periods, unless one of the Parties objects through the diplomatic channel.

This Arrangement may be terminated at the request of either of the Parties by giving six-months' notice through the diplomatic channel. In any event, termination shall not affect the conduct of ongoing activities.

This Arrangement may be amended, through the diplomatic channel, at the initiative of either of the Parties, provided that both Parties have agreed to the amendment.

Done at Brasília, on 21 December 1981, in duplicate in Portuguese and French, both texts being equally authentic.

For the National Council for Scientific and Technological Development:

[Signed]

LYNALDO CAVALCANTI DE ALBUQUERQUE

For the International Aeronautic and Space Training Centre:

[Signed]

JACQUES JOURY