

No. 21749

BRAZIL
and
FRANCE

Agreement between the Conselho Nacional de desenvolvimento científico e tecnológico and the Centre national d'études spatiales on the conduct of stratospheric balloon flights in Brazilian territory, supplementing the 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 Brasília on 10 March 1982

Authentic texts: Portuguese and French.

Registered by Brazil on 21 March 1983.

BRÉSIL
et
FRANCE

Avenant à l'Accord de coopération technique et scientifique signé entre le Gouvernement de la République fédérative du Brésil et le Gouvernement de la République française entre le Conseil national de développement scientifique et technologique et le Centre national d'études spatiales pour l'exécution de vols de ballons stratosphériques en territoire brésilien. Signé à Brasília le 10 mars 1982

Textes authentiques : portugais et français.

Enregistré par le Brésil le 21 mars 1983.

[TRANSLATION — TRADUCTION]

AGREEMENT¹ BETWEEN THE CONSELHO NACIONAL DE DESENVOLVIMENTO CIENTÍFICO E TECNOLÓGICO AND THE CENTRE NATIONAL D'ÉTUDES SPATIALES ON THE CONDUCT OF STRATOSPHERIC BALLOON FLIGHTS IN BRAZILIAN TERRITORY, SUPPLEMENTING THE AGREEMENT ON TECHNICAL AND SCIENTIFIC CO-OPERATION BETWEEN THE GOVERNMENT OF THE FEDERATIVE REPUBLIC OF BRAZIL AND THE GOVERNMENT OF THE FRENCH REPUBLIC²

The Conselho Nacional de Desenvolvimento Científico e Tecnológico, hereinafter referred to as CNPq, and the Centre National d'Études Spatiales, hereinafter referred to as CNES,

Considering the Agreement on Technical and Scientific Co-operation signed between the Government of the Federative Republic of Brazil and the Government of the French Republic, signed on 16 January 1967,² and the protocol of Agreement between the Comissão Brasileira de Atividades Espaciais and the Centre National d'Études Spatiales, signed on 11 December 1973;

Considering the value to the scientific communities of the two countries of stratospheric balloon flights in the southern hemisphere;

Considering that the pooling of their respective skills and resources would make it possible to meet the needs of those communities;

Desiring to develop effective scientific and technical co-operation between their two countries in the area of scientific ballooning;

Have agreed as follows:

Article I. PURPOSE

The purpose of this Supplementary Agreement is to define the modalities of co-operation between CNPq and CNES for the conduct in Brazilian territory of stratospheric balloon flights for the benefit of Brazilian and French scientific groups and possibly associated groups.

These flights shall be carried out during annual campaigns. The launchings shall take place from the permanent Centre of Cachoeira Paulista or its surroundings, or from provisional sites further away from the Centre which would entail the movement of personnel and facilities belonging to CNPq. The balloons shall be tracked during their flight by means of telemetering remote control systems, and the payloads shall be recovered after the return to the ground at the end of the flight.

Article II. ORGANIZATION

A "Co-ordinating Committee" is hereby established which shall be responsible for:

(a) Implementing this Supplementary Agreement;

¹ Came into force on 23 February 1983 by the exchange of diplomatic notes (effected on 17 December 1982 and 23 February 1983), on the date of the note in reply, in accordance with article X (1).

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

- (b) Determining the plan for each campaign, establishing the dates and locale, and carrying out preparations;
- (c) Determining the technical characteristics of the flights planned, and the contributions of each of the two Parties;
- (d) Determining the cost of the flights planned and the modalities of payment in accordance with article IV.

The Co-ordinating Committee shall consist of four (4) members from CNPq (2) and CNES (2), designated by them.

The Committee shall submit its report of activities to the Franco-Brazilian Mixed Commission on Cultural, Scientific and Technical Relations.

Article III. RESPECTIVE TASKS

1. Tasks of CNPq:

CNPq, through the Institut National de Recherches Spatiales, hereinafter referred to as CNPq/INPE, shall:

- (a) Make available a launching site consisting of a launching area and the facilities at its disposal for the preparation of payloads at Cachoeira Paulista, or at any other site which is selected;
- (b) Provide hydrogen for inflating balloons;
- (c) Carry out balloon-launching operations, with technical assistance from CNES personnel. It shall provide, for this purpose, the equipment and personnel at its disposal;
- (d) Track balloons during flight, and provide for that purpose the necessary ground personnel and equipment (telemetry/remote control, data recording, spotting);
- (e) Provide the onboard supplies at its disposal for the embarked equipment, and for carrying out the functions of telemetry, remote control and spotting. It shall, in co-operation with personnel from CNES, prepare and integrate this equipment;
- (f) Carry out operations for the recovery of baskets, and provide the ground and aeronautical facilities required to bring them back to the launching site;
- (g) Provide the meteorological assistance required for carrying out flights;
- (h) Endeavour to secure exemption from customs duties for the importation and re-exportation from Brazil of the equipment and supplies needed for carrying out flights;
- (i) Assume responsibility for monitoring flights in liaison with the Brazilian authorities responsible for the monitoring of air traffic.

2. Tasks of CNES:

CNES shall:

- (a) Provide the necessary personnel for technical assistance and for performing the tasks described in (c), (d) and (e) of the preceding paragraph;
- (b) Provide the additional equipment not available to INPE for carrying out the tasks described in paragraphs (c), (d) and (e) of the preceding paragraph;
- (c) Underwrite the insurance in accordance with article VI.

3. The provisions described in paragraphs 1 and 2 may be supplemented or modified for the specific needs of an experiment. These changes shall be decided upon by the Co-ordinating Committee described in article II.

Article IV. FINANCIAL PROVISIONS

The services described in article III, paragraphs 1 and 2 shall be provided free of charge by the two parties, with the exception of the supply of hydrogen (article III, paragraph 1 (b)), recovery expenses (paragraph 1 (f)), and the expenses involved in moving personnel and equipment from CNPq/INPE.

1. When a flight is conducted for the benefit of a French or associated laboratory, CNES shall defray:

- (a) The expenses entailed in the supply of hydrogen (article III, paragraph 1 (b)) and the recovery of baskets (paragraph 1 (f));
- (b) The costs resulting from additional services not described in article III, paragraph 1;
- (c) The mission expenses of the personnel of CNPq/INPE if the flight takes place at Cachoeira Paulista or the surrounding area;
- (d) A share of the expenses resulting from moving personnel and equipment from CNPq/INPE (transport and mission costs), if the flight is conducted during a campaign at Cachoeira Paulista or the surrounding area. These expenses shall be divided between the various beneficiaries of the flights carried out during the campaign.

2. When a flight is conducted for the benefit of French and Brazilian laboratories co-operating in the same experiment, the expenses described in the preceding paragraph shall be borne by CNPq/INPE and CNES in a proportion determined by the Co-ordinating Committee in each individual case.

3. At the end of each campaign, a balance sheet shall be drawn up showing the debit or credit position of each partner.

The account shall be settled either by an exchange of funds, on the basis of the participation of each of the parties, or by the provision of services, or by the supply of equipment within the context of the mission, or possibly other programmes.

Article V. SCIENTIFIC AND TECHNICAL CO-OPERATION

CNPq/INPE and CNES shall endeavour to promote and encourage scientific co-operation between French and Brazilian laboratories which may lead to joint experiments within the framework of this Supplementary Agreement.

CNES shall endeavour to improve the training of the personnel from CNPq/INPE through technical assistance provided during campaigns, or by admitting CNPq/INPE technicians to its installations.

The two parties shall exchange all desirable technical information on the operations and equipment for carrying out flights of stratospheric balloons.

Article VI. THIRD PARTY INSURANCE

Insurance shall be taken out to cover the liability of the parties in relation to persons and property not belonging to the bodies concerned in this Supplementary Agreement for an amount of 100 million (one hundred million) French francs.

Article VII. LIABILITY

1. Each party shall pay for reparation of damage of all kinds caused to persons in its service as a result of activities involved in the implementation of this Supplementary Agreement, even if liability for the damage lies with other parties, except in cases of serious wrong-doing resulting from a deliberate act or omission.

2. The provisions of the preceding paragraph shall also apply in the event of damage caused to the property of the parties.

3. In the event of damage occurring to third parties which is not covered under the insurance envisaged in article VI, the parties agree to hold consultations as expeditiously as possible in order to divide equitably between themselves the amount of reparation due.

Article VIII. DISPUTES

Any dispute regarding the interpretation or implementation of this Supplementary Agreement which the Co-ordinating Committee has been unable to resolve shall be submitted, in accordance with the conciliation and arbitration rules of the International Chamber of Commerce, to one or more arbitrators designated in accordance with these rules.

Article IX. AMENDMENTS

This Supplementary Agreement may be amended by mutual agreement between the parties, at the request of one of them, and by a simple exchange of letters between the parties. The changes shall enter into force in the manner indicated in article X, paragraph 1.

Article X. DURATION, CANCELLATION, RENEWAL

1. This Supplementary Agreement shall enter into force by an exchange of diplomatic notes on the date of the note of reply.

2. This Supplementary Agreement shall be valid until 31 December 1985 and may be renewed under the terms of the preceding paragraphs.

3. This Supplementary Agreement may be denounced by one or other of the parties and shall cease to have effect 90 (ninety) days after the date of receipt of the respective notifications.

DONE at Brasília on 10 March 1982, in duplicate in the Portuguese and French languages, both texts being equally authentic.

For the Conselho Nacional
de Desenvolvimento Científico
e Tecnológico:

[Signed]

LYNALDO CAVALCANTI DE ALBUQUERQUE

For the Centre National
d'Études Spatiales:

[Signed]

YVES SILLARD