

No. 21916

**BRAZIL
and
JAPAN**

Exchange of notes constituting an agreement concerning an agricultural research co-operation project in Brazil (with arrangement). Tokyo, 28 March 1983

Authentic text: English.

Registered by Brazil on 31 May 1983.

**BRÉSIL
et
JAPON**

Échange de notes constituant un accord relatif à un projet de coopération dans le domaine de la recherche agricole au Brésil (avec arrangement). Tokyo, 28 mars 1983

Texte authentique : anglais.

Enregistré par le Brésil le 31 mai 1983.

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹
BETWEEN BRAZIL AND JAPAN CONCERNING AN AGRICUL-
TURAL RESEARCH CO-OPERATION PROJECT IN BRAZIL

I

Tokyo, March 28, 1983

Excellency,

I have the honour to refer to the Basic Agreement on Technical Co-operation between the Government of Japan and the Government of the Federative Republic of Brazil, signed at Brasília on September 22, 1970,² and to the Arrangement between the Government of Japan and the Government of the Federative Republic of Brazil concerning the agricultural research co-operation in Brazil, effected by the Exchange of Notes between the two Governments dated September 30, 1977³, which ceased to be effective on September 29, 1982³.

I have further the honour to refer to the recent discussions held between the representatives of the two Governments with a view to further the technical co-operation between the two countries in the field of agricultural research which has been promoted considerably under the above-mentioned Arrangement, and to propose, on behalf of the Government of Japan, pursuant to the provisions of Article II of the Basic Agreement, a new arrangement between the Government of Japan and the Government of the Federative Republic of Brazil, attached hereto, concerning the agricultural research co-operation in Brazil.

In case the Government of the Federative Republic of Brazil agrees with the said proposal, I have further the honour to suggest that this Note and Your Excellency's Note in reply expressing the agreement of the Government of the Federative Republic of Brazil shall be regarded as constituting an agreement between the two Governments, which will enter into force on the date of Your Excellency's reply.

I avail myself of this opportunity to extend to Your Excellency the assurance of my highest consideration.

For the Minister for Foreign Affairs:

[Signed — Signé]⁴

Director-General
of the Economic Cooperation Bureau,
Ministry of Foreign Affairs
of Japan

His Excellency Luiz Paulo Lindenberg Sette
Ambassador Extraordinary and Plenipotentiary
of the Federative Republic of Brazil

¹ Came into force on 28 March 1983, the date of the note in reply, in accordance with the provisions of the said notes.

² United Nations, *Treaty Series*, vol. 956, p. 207.

³ *Ibid.*, vol. 1333, No. I-22378.

⁴ Signed by Shintaro Abe — Signé par Shintaro Abe.

ARRANGEMENT BETWEEN THE GOVERNMENT OF JAPAN AND THE GOVERNMENT OF THE FEDERATIVE REPUBLIC OF BRAZIL CONCERNING THE AGRICULTURAL RESEARCH CO-OPERATION IN BRAZIL

Pursuant to the provisions of Article II of the Basic Agreement on Technical Co-operation between the Government of Japan and the Government of the Federative Republic of Brazil (hereinafter referred to as "the Basic Agreement"), the following provisions will be applied by the two Governments:

1. (1) The Government of Japan and the Government of the Federative Republic of Brazil will co-operate with each other in implementing the Japan-Brazil Agricultural Research Co-operation Project (hereinafter referred to as "the Project") for the purpose of developing the technology of agricultural production which will serve as a guideline for agricultural development plans in semi-arid and poorly vegetated regions of Cerrado.

(2) The Project will be implemented in accordance with the Basic Plan of the Project as stipulated in Annex I.

2. (1) The Government of Japan will, in accordance with the laws and regulations in force in Japan, take necessary measures to provide, at its own expense, the services of Japanese experts as listed in Annex II.

(2) Some additional experts may also be dispatched on short term assignment through the normal procedures under the Technical Co-operation Plan of the Government of Japan when necessity arises.

(3) The provisions of Articles IV (1), V (1) (iii) and (2), VI, VII and VIII of the Basic Agreement will apply to the Japanese experts referred to in sub-paragraphs (1) and (2) above.

3. (1) The Government of Japan will, in accordance with the laws and regulations in force in Japan, take necessary measures to provide, at its own expense, the equipment, machinery and materials required for the implementation of the Project and not produced in Brazil.

(2) The list of equipment, machinery and materials required will be agreed upon between the authorities concerned of the two Governments within the scope of those stipulated in Annex III.

(3) The provisions of Article IX of the Basic Agreement will apply to the equipment, machinery and materials referred to in subparagraphs (1) and (2) above.

(4) The Government of the Federative Republic of Brazil will bear the expenses necessary for the installation, operation and maintenance of the equipment, machinery and materials referred to in sub-paragraphs (1) and (2) above.

4. (1) The Government of Japan will, in accordance with the laws and regulations in force in Japan, take necessary measures to receive Brazilian researchers and research administrators engaged in the Project for training and study tour in Japan through the normal procedure under Technical Co-operation Plan of the Government of Japan.

(2) The provisions of Article IV (2) of the Basic Agreement will apply to the techniques and knowledge acquired by the researchers and research administrators mentioned in sub-paragraph (1) above.

5. The Government of the Federative Republic of Brazil will take necessary measures to provide at its own expense:

(a) The services of Brazilian experts and other personnel, necessary for the implementation of the Project, as listed in Annex IV;

(b) Land and buildings necessary for the implementation of the Project, as listed in Annex V, as well as incidental facilities; and

(c) Supply or replacement of equipment, machinery, vehicles, instruments, tools and other materials necessary for the implementation of the Project other than those provided by the Government of Japan.

6. The Government of the Federative Republic of Brazil will take necessary measures to meet all running expenses necessary for the implementation of the Project.

7. The Technical Director of the Brazilian Agricultural Research Enterprise will be responsible for the administration and implementation of the Project, and Japanese experts will provide guidance and advice on technical matters necessary for the implementation of the Project.

8. For the successful implementation of the Project, close relationship will be maintained between the Agricultural Research Center for the Cerrado Region (hereinafter referred to as "CPAC"), the Brazilian Agricultural Research Enterprise (hereinafter referred to as "EMBRAPA"), and the Brazilian research institutions referred to in Annex I, 4 on the one hand, and Japanese agricultural research institutions concerned of the Government of Japan on the other hand.

9. For the effective implementation of the Project, a Joint Committee on the Agricultural Research Co-operation, consisting of the members as listed in Annex VI, will be established and meet at least once a year. The Committee will formulate the details of the Basic Plan referred to in paragraph 1 and the annual operational work plan of the Project. The details of the Basic Plan and of the annual operational work plan will be submitted to the authorities concerned of the two Governments for their approval.

10. The two Governments will consult with each other in respect of any matter that may arise from or in connection with this Arrangement.

11. This Arrangement will come into force on the date of the Note of the Government of the Federative Republic of Brazil expressing its agreement to the Note of the Government of Japan proposing this Arrangement and will remain in force until September 29, 1985. However, either Government may, at any time, give notice to the other Government of its intention to terminate the Arrangement, in which case it will terminate six months after such notice has been given.

ANNEX I

BASIC PLAN OF THE PROJECT

1. The Project will be implemented in the fields of plant pathology; entomology, agronomy including crop physiology, soil-plant-water relationship, agricultural meteorology, agricultural machinery, plant breeding, and farm management and economic analysis with a view to contributing to the plans of utilization of soil, climate and plant resources in Cerrado.

2. The Project will consist of the following activities:

- a. Research work in the fields referred to in 1 above;
- b. Exchange of information, samples, materials and research reports necessary for the Project;
- c. Development of research capabilities of the researchers of both countries in the fields referred to in 1 above;
- d. Other activities to be agreed upon between the authorities concerned of the two Governments.

3. The activities mentioned in 2 above will be conducted mainly at CPAC. CPAC will conduct such activities as mentioned above in co-operation with other institutions listed in 4 below, under the control of EMBRAPA, which will exercise the functions of overall adjustment, coordination and management of the Project.

4. Other institutions and their functions:

<i>Name of institution</i>	<i>Functions</i>
Agricultural Research Enterprise of the State of Minas Gerais	Coordination of research for the promotion of the Cerrado Development Scheme in Minas Gerais
Uberaba Agricultural Experiment Station	Implementation of applied research and research on production system and its economic evaluation
Patos de Minas Agricultural Experiment Station	Implementation of applied research and research on production system and its economic evaluation
Agricultural Experiment Station of the Settlement Programme in Alto Paranaíba	Trial experiment in connection with the research work

ANNEX II

LIST OF JAPANESE EXPERTS

1. Leader
2. Researchers covering the following fields:
 - a. Plant pathology.
 - b. Entomology.
 - c. Agronomy.
 - d. Soil-plant-water relationship.
 - e. Agricultural machinery.
 - f. Agricultural meteorology.
 - g. Farm management and economic analysis.
3. Liaison Officer

NOTES:

- (1) The experts will be dispatched to CPAC taking into account the progress of the Project.
The researchers may conduct research activities at any other institutions referred to in Annex I when necessity arises.
- (2) The researchers in the field of 2 e to g above will be dispatched as experts on short term assignment not exceeding 12 months.
- (3) The experts may visit any other research institutions located in Cerrado than those referred to in Annex I to give technical advice and exchange information.

ANNEX III

LIST OF EQUIPMENT, MACHINERY AND MATERIALS

1. Equipment including electronic articles, machinery, instruments, tools, spare parts thereof and other materials for laboratory work.
2. Equipment, machinery, instruments, tools, spare parts thereof and other materials for field work.
3. Specialized mobile units.
4. Audio-visual aids and articles for office training and extension work.

5. Books and other necessary printed matters.
6. Other necessary minor equipment and materials.

ANNEX IV

LIST OF BRAZILIAN EXPERTS AND OTHER PERSONNEL

1. Leader—General Director of CPAC
2. Counterpart researchers to the Japanese researchers.
3. Laboratory assistants.
4. Field workers.
5. Clerical and service personnel, including a typist, clerks, drivers and a translator.
6. A private secretary for the leader of the Japanese experts.

ANNEX V

LIST OF LAND, BUILDINGS AND OTHER FACILITIES

1. Offices for the Japanese experts.
2. Laboratories.
3. Glass houses.
4. Experimental fields.
5. Facilities for storing equipment, machinery and other materials for the implementation of the Project.

ANNEX VI

COMPOSITION OF THE JOINT COMMITTEE

1. Chairman
Technical Director of EMBRAPA.
2. Japanese side
 - a. Leader referred to in Annex II, 1.
 - b. Representative of the Japanese experts.
 - c. Representative of Japan International Cooperation Agency.
3. Brazilian side
 - a. General Director of CPAC.
 - b. Associate Technical Director of CPAC.
 - c. Coordinator of CPAC for the plans of utilization of soil, climate and plant resources of Cerrado.
4. Observers

The following representatives may attend the Committee as observers:

- a. Representatives of the agricultural research institutions concerned of the Government of Japan.
- b. An official of the Embassy of Japan and any other person designated by the Embassy of Japan.

- c. Representatives of the Ministry of Agriculture of the Federative Republic of Brazil.
- d. Representatives of the Brazilian inter-ministerial system of co-ordination of international technical co-operation.

II

Tokyo, March 28th, 1983

N° 48

Excellency,

I have the honour to acknowledge the receipt of Your Excellency's Note of today's date enclosing the new arrangement attached thereto concerning the agricultural research co-operation in Brazil, which reads as follows:

[See note I]

In response, I have further the honour to inform Your Excellency that the Government of the Federative Republic of Brazil agrees with the proposal set forth in Your Excellency's Note and to confirm that Your Excellency's Note and this Note in reply shall be regarded as constituting an agreement between the two Governments, which will enter into force on the date of this reply.

I avail myself of this opportunity to renew to Your Excellency the assurance of my highest consideration.

[Signed]

LUIZ PAULO LINDENBERG SETTE
Ambassador Extraordinary and Plenipotentiary
of the Federative Republic of Brazil

His Excellency Mr. Shintaro Abe
Minister for Foreign Affairs of Japan
