

No. 21915

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**BRAZIL
and
PANAMA**

**Basic Agreement on scientific and technical co-operation.
Signed at Panama (City) on 9 April 1981**

*Authentic texts: Portuguese and Spanish.
Registered by Brazil on 31 May 1983.*

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**BRÉSIL
et
PANAMA**

**Accord de base relatif à la coopération scientifique et
technique. Signé à Panama le 9 avril 1981**

*Textes authentiques : portugais et espagnol.
Enregistré par le Brésil le 31 mai 1983.*

[TRANSLATION — TRADUCTION]

BASIC AGREEMENT¹ ON SCIENTIFIC AND TECHNICAL CO-OPERATION BETWEEN THE GOVERNMENT OF THE FEDERATIVE REPUBLIC OF BRAZIL AND THE GOVERNMENT OF THE REPUBLIC OF PANAMA

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

Considering their common interest in promoting and encouraging scientific and technical development and economic and social progress in their respective countries,

Recognizing the mutual advantages which both countries would derive from closer and more co-ordinated scientific and technical co-operation,

Have agreed to conclude the following Basic Agreement on Scientific and Technical Co-operation:

Article I. 1. The Contracting Parties shall promote scientific and technical co-operation between the two countries with a view to contributing to better utilization of their natural and human resources.

2. The Contracting Parties shall grant each other the facilities necessary to ensure that the programmes resulting from this Agreement are consistent with the development policies and plans of each Party as additional support for their internal economic and social development efforts.

Article II. Co-operation between the two Parties shall be carried out through:

- (a) Exchange of information, and the organization of satisfactory means of disseminating it;
- (b) Enhanced vocational training through tours or internships for specialized training through the granting of study fellowships;
- (c) Joint research projects in areas of science and technology which are of mutual interest;
- (d) Exchange of experts and scientists;
- (e) Organization of seminars and lectures;
- (f) Dispatch of equipment and supplies necessary for the implementation of specific projects; and
- (g) Any other means of co-operation agreed upon by the Contracting Parties.

Article III. Whenever it is deemed necessary, the programmes and projects of scientific and technical co-operation under this Agreement shall be the subject of supplementary agreements, which shall specify the objectives and the procedures for the implementation of such programmes and projects, and the obligations, including financial obligations, of each of the Contracting Parties.

¹ Came into force on 28 December 1982, the date of the last of the notifications (effected on 4 August and 28 December 1982) by which the Parties informed each other of the completion of the required constitutional procedures, in accordance with article X.

Article IV. Once the programmes and projects resulting from the implementation of this Agreement are approved by the competent authorities of the respective Governments, their implementation shall be assessed during the meetings of the Joint Brazilian-Panamanian Commission, set up under the Agreement of 26 February 1980.¹

Article V. Information shall be exchanged, through diplomatic channel, by agencies designated by the Contracting Parties, which shall determine the scope of such information and limitations on its use.

Article VI. Each of the Parties shall facilitate the entry and departure of previously selected equipment and supplies from the other Party, approved by both Parties, for use in the implementation of this Agreement. These facilities shall be granted in accordance with the existing provisions of the national laws of each Contracting Party.

Article VII. Each Contracting Party shall provide the experts and technicians assigned to the territory of the other Party under this Agreement with logistical support, transport and other facilities required for the performance of their specific functions. The granting of these facilities shall be specified in the supplementary agreements concluded in accordance with the provisions of article III.

Article VIII. The Contracting Parties undertake to grant the following facilities to the technicians and experts assigned to their territories pursuant to this Agreement:

- (a) An official visa without charge, for themselves and the members of their respective families, which shall guarantee them the right to reside in the country and to discharge their duties during the period referred to in the relevant supplementary agreement;
- (b) Exemption from customs duties and other customs taxes, and import licences or equivalent economic restrictions for their baggage and that of their dependants, furniture and consumer goods for personal or domestic use intended for their initial installation, during a period of six months from the date of their arrival. The same exemption shall be granted for the importation of one motor vehicle for personal use, brought into the country in their own name or in the name of their spouse, provided that the intended stay in the host country is over one year. The said vehicle may only be sold or transferred subject to the regulations and deadlines laid down in existing laws;
- (c) Similar facilities for the re-exportation of the goods referred to in article VIII (b);
- (d) Exemption for themselves and the members of their respective families, during their official stay in the host country, from all taxes and charges on their income from abroad, and exemption from social security taxes;
- (e) Provision, through the body or institution with which they are serving, of medical assistance and hospital care required in the case of accident or illness resulting from the normal performance of their duties or from environmental conditions;
- (f) Suitable accommodation, for themselves and their respective families, provided by the body or institution with which they are serving or, where

¹ United Nations, *Treaty Series*, vol. 1349, No. 1-22706.

this is not possible, effective assistance in obtaining accommodation and paying for it.

Article IX. Each of the Contracting Parties shall guarantee that it will not divulge the documents, information and other knowledge obtained during the validity of this Agreement, and will not transmit such documents to third parties without the prior written consent of the other Party.

Article X. Each Contracting Party shall notify the other of the completion of the formalities required for the entry into force of this Agreement, which shall enter into force on the date of the last such notification.

Article XI. 1. This Agreement shall initially be valid for five years and shall be tacitly renewable for similar periods, unless either Contracting Party informs the other, at least six months in advance, that it has decided to denounce it or not to renew it.

2. The denunciation or expiry of this Agreement shall not affect programmes or projects in progress, unless the Contracting Parties agree otherwise.

DONE in Panama, on 9 April 1981, in duplicate, in the Portuguese and Spanish languages, both texts being equally authentic.

For the Government
of the Federative Republic of Brazil:

[Signed]

JORGE D'ESCRAGNOLLE TAUNAY

For the Government
of the Republic of Panama:

[Signed]

JORGE E. ILLUECA