

No. 22372

BRAZIL
and
FRANCE

Exchange of notes constituting an agreement on co-operation on energy research, supplementary to the Agreement on technical and scientific co-operation. Brasília, 6 July 1983

Authentic texts: Portuguese and French.

Registered by Brazil on 30 September 1983.

BRÉSIL
et
FRANCE

Échange de notes constituant un accord relatif à la coopération dans le domaine de la recherche sur l'énergie, complémentaire à l'Accord de coopération technique et scientifique. Brasília, 6 juillet 1983

Textes authentiques : portugais et français.

Enregistré par le Brésil le 30 septembre 1983.

[TRANSLATION — TRADUCTION]

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN BRAZIL AND FRANCE ON CO-OPERATION ON ENERGY RESEARCH, SUPPLEMENTARY TO THE AGREEMENT ON TECHNICAL AND SCIENTIFIC CO-OPERATION²

I

6 July 1983

DEM/DCTEC/DAI/135/692(B46)(F37)

Sir,

With reference to the Agreement on Technical and Scientific Co-operation concluded between the Government of the Federative Republic of Brazil and the French Republic,² I have the honour to propose, on behalf of the Federative Republic of Brazil, that this note and your reply of the same content and date, in which you express the consent of the French Government, should constitute a formal agreement to include in the aforementioned Agreement the Mutual Co-operation Convention between the São Paulo Energy Company (CESP) and the French company NOVELERG, signed in São Paulo on 21 September 1981, which reads as follows:

“Mutual Co-operation Convention

By virtue of this document, CESP (São Paulo Energy Company), a public company with limited capital, concessionary of the Federal Public Services for Electric Energy, authorized to operate under Decree No. 59.851 of 23 December 1966, with headquarters in São Paulo, Brazil, Avenue Paulista, 2064/2086, hereinafter called CESP, represented by its President, Mr. Francisco Lima de Souza Dias Filho and by its Vice-President of the Division of Energy Studies and Development, Mr. José Galazio da Rocha, and NOVELERG, a public company under French law with headquarters in Paris (8^e), France, 12 rue de la Baume, hereinafter called NOVELERG, legally represented by its Assistant General Manager, Jean-Pierre Hauet,

Considering that the study, drafting and execution of research and development plans and programmes on new energy sources, primarily renewable, either directly or in co-operation with other bodies, constitutes one of the objectives of CESP,

Considering that NOVELERG was established with a view to co-ordinating and promoting the research and development efforts that have been made for many years by the firms of the Compagnie générale d'électricité (General Electricity Company) group, in keeping with the energy policy of the public authorities in France and the European Economic Community and that these efforts are aimed at studying new materials, processes or systems likely to economize energy or produce and utilize renewable energy,

The two Parties have decided to sign this Mutual Co-operation Convention in order to combine and co-ordinate their development programmes, within the jurisdiction of each of the Parties, in areas in which they can complement each other, in accordance with the following provisions, based on mutual agreement:

¹ Came into force on 6 July 1983 by signature, in accordance with clauses 6 and 7.

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

Clause 1

CESP and NOVELERG agree to co-operate on research, development and demonstrations through an exchange of data and information, the carrying out of studies and the implementation of systems and processes in the field of renewable energy, new energy sources and energy savings, particularly in the following areas:

1. Harnessing and utilization of solar energy:
 - 1.1 Photovoltaic process;
 - 1.2 Thermodynamic process.
2. Production of methanol from biomass:
 - 2.1 Electrothermal gasification of wood;
 - 2.2 Utilization of methanol blends;
 - 2.3 Combustion of methanol in engines (including toxicity problems).
3. Treatment and processing of plant sources of biomass:
 - 3.1 Preparation of wood and plant material for gasification, combustion and fermentation (preparation of chips and pellets; extraction of sap).
4. Sources of industrial heat:
 - 4.1 Applications of heat sources in industrial installations and processes.
5. Production and utilization of hydrogen:
 - 5.1 Production by electrolysis;
 - 5.2 Storage and utilization of hydrogen;
 - 5.3 Plant safety.
6. System for conserving energy and utilizing renewable energy (dwellings, industrial, commercial and public premises, etc.).

Clause 2

The activities undertaken as part of the co-operation between CESP and NOVELERG in the areas mentioned in clause 1 shall be defined by the two Parties on a case by case basis, it being understood that the terms and conditions shall be fixed through specific contracts.

Sole paragraph

In the preparation of these specific contracts, NOVELERG may indicate the bodies with which it is associated, it being understood that it shall always necessarily act as a consenting intervener with responsibility defined in each contract.

Clause 3

If any of the results of this co-operation can be commercialized, CESP and NOVELERG may maintain contacts in order to explore that possibility.

Clause 4

CESP and NOVELERG undertake to keep secret and absolutely confidential all information, documents and any other materials related to the research programmes and studies that may be developed; in any event, the written consent of the two Parties shall be necessary for communicating to a third party or divulging any technical, scientific or administrative data.

Clause 5

This obligation of confidentiality, whose duration shall be determined in each specific contract, shall not cover information in the public domain, but shall be applied to projects, research, studies and any other activities developed by the organizations and companies with which CESP and NOVELERG maintain separate agreements, conventions or contracts or with which they are associated, insofar as such projects, research and studies are related to the activities defined under clause 1.

Clause 6

This agreement shall enter into force for a period of 5 (five) years from the date of its signature.

Clause 7

This document may be denounced by either Party by written notification to the other Party with notice of 90 (ninety) days; however, the contracts in progress must be completed.”

2. The above Co-operation Convention on co-operation on energy research between the São Paulo State Energy Company (CESP) and the French Company NOVELERG shall constitute, starting on this date, a Supplementary Agreement to the Technical and Scientific Co-operation Agreement signed between Brazil and France on 16 January 1967.

3. This Supplementary Agreement shall enter into force on today's date. Its denunciation or any amendments to it shall be transmitted through the diplomatic channel.

4. The specific contracts referred to in clause 2 and the reports on the activities carried out under this Supplementary Agreement shall be submitted periodically to the Franco-Brazilian Joint Committee on Scientific and Technical Co-operation.

I take this opportunity, etc.

[SARAIVA GUERREIRO]

His Excellency Mr. Robert Richard
Ambassador Extraordinary and Plenipotentiary
of the French Republic

II

Brasília, 6 July 1983

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Sir,

I have the honour to acknowledge receipt of your note DEM/DCTEC/DAI/135/692(B46)(F37) of today concerning the Mutual Co-operation Convention between the São Paulo State Energy Company (CESP) and the French company NOVELERG (established in São Paulo on 21 September 1981), which reads as follows:

[See note I]

I have the honour to inform you that my Government agrees to the above-mentioned provisions. Accordingly, this Agreement shall enter into force on today's date.

[ROBERT RICHARD]

His Excellency Mr. Saraiva Guerreiro
Minister for Foreign Affairs
of the Federative Republic of Brazil