

No. 23033

**BRAZIL
and
CHINA**

Arrangement on co-operation between the National Council for Scientific and Technological Development of Brazil and the Chinese Academy of Sciences in the fields of pure and applied sciences. Signed at Beijing on 29 May 1984

*Authentic texts: Portuguese and Chinese.
Registered by Brazil on 31 July 1984.*

**BRÉSIL
et
CHINE**

Accord de coopération entre le Conseil national de développement scientifique et technologique du Brésil et l'Académie des sciences de Chine dans les domaines des sciences pures et appliquées. Signé à Beijing le 29 mai 1984

*Textes authentiques : portugais et chinois.
Enregistré par le Brésil le 31 juillet 1984.*

[TRANSLATION — TRADUCTION]

ARRANGEMENT¹ ON CO-OPERATION BETWEEN THE NATIONAL COUNCIL FOR SCIENTIFIC AND TECHNOLOGICAL DEVELOPMENT OF BRAZIL AND THE CHINESE ACADEMY OF SCIENCES IN THE FIELDS OF PURE AND APPLIED SCIENCES

The National Council for Scientific and Technological Development of Brazil and

The Chinese Academy of Sciences,

Recognizing the importance of co-operation between the Contracting Parties in the field of science,

Desiring to strengthen, through co-operation activities, scientific development in general, and

Recognizing that this Arrangement supplements the Agreement on Scientific and Technological Co-operation between the Government of the Federative Republic of Brazil and the Government of the People's Republic of China, concluded at Beijing on 25 March 1982,²

Have agreed as follows:

Article I. The Contracting Parties hereby undertake to promote co-operation in the fields of pure and applied science.

Article II. The Contracting Parties shall co-operate with each other through the following mechanisms:

- (a) Exchange of scientific and technological information and documentation;
- (b) Conducting of conferences, scientific meetings, courses, seminars and symposia;
- (c) Exchange of scientists, teachers and high-level technical personnel (hereinafter referred to as "specialists");
- (d) Implementation of joint scientific research projects;
- (e) Other forms of scientific co-operation to be agreed upon by the Contracting Parties.

Article III. For the purposes of this Arrangement, the Contracting Parties further agree to:

- (a) Establish joint programmes of co-operation through meetings of delegations of both bodies or through the exchange of correspondence. These programmes shall, in principle, be supplemented or revised annually when the areas of interest for the conduct of joint activities shall have been established;
- (b) Present these programmes and reports on the activities carried out by the Brazilian-Chinese Joint Commission on Scientific and Technological Co-

¹ Came into force on 29 May 1984 by signature, in accordance with article XI (2).

² United Nations, *Treaty Series*, vol. 1389, No. 1-23239.

operation, provided for in the Agreement on Scientific and Technological Co-operation.

Article IV. In order to carry out the programmes referred to in the preceding article, each of the Contracting Parties shall annually receive:

- (a) Up to 4 (four) specialists for short-term visits. Total visits shall not exceed 120 days per individual each year. When necessary, the number of visiting specialists may be increased by reducing the length of stay of each. However, the total duration of visits shall not be altered (120 days \times 4);
- (b) Up to 2 (two) specialists for medium- or long-term visits. The total duration of visits shall not exceed 10 months per individual each year;
- (c) The exact number and the duration of the visits shall be decided by mutual agreement between the Contracting Parties.

Article V. The sending Party shall submit to the receiving Party two months in advance the names and curricula vitae of the visiting specialists as well as the objectives, programme of work and timetable for the execution of projects for approval by that Party.

Article VI. The Contracting Parties shall defray the cost of the international round-trip travel of their specialists to the place where they are to begin their work. The cost of such travel within the receiving country as may be deemed necessary for the performance of the visiting specialist's assignments as well as their daily expenses during their stay in the receiving country shall be borne by the receiving Party.

Article VII. The Contracting Parties shall make such provision as they deem most appropriate, to ensure that the visiting specialists receive adequate medical and hospital attention in cases of emergency. Costs arising as a result of accidental death or disability shall be borne by the agency with which the visiting specialist is affiliated.

Article VIII. While in the territory of the receiving country, the visiting specialists may not engage in activities unrelated to their functions, nor may they engage in gainful employment without the prior authorization of the respective Ministries of Foreign Affairs and of the Contracting Parties.

Article IX. 1. The Contracting Parties shall provide all necessary facilities for the implementation of programmes agreed upon under this Arrangement.

2. When co-operation programmes require the importation of equipment or material, the receiving Party shall arrange with the competent authorities to make the necessary facilities available.

Article X. When co-operation programmes entail the protection of property rights, the Contracting Parties shall sign special contracts dealing with that matter, taking into account the local law and the international agreements which both Governments have signed. If no rights requiring protection exist, the scientific findings obtained under this Arrangement may be published subject to the agreement of both Contracting Parties.

Article XI. 1. This Arrangement may be amended through an exchange of diplomatic notes, by agreement between the Contracting Parties, such amendments entering into force on the date of receipt of the note of reply.

2. This Arrangement shall enter into force on the date of its signature.

3. This Arrangement shall remain in force for 5 (five) years and shall be automatically renewed for periods of equal length unless one of the Contracting Parties informs the other, through the diplomatic channel at least 6 (six) months before its expiry of its decision to denounce it.

DONE at Beijing, on 29 May 1984, in two originals, in the Portuguese and Chinese languages, both texts being equally authentic.

For the Brazilian side:

[*Signed*]

RAMIRO SARAIVA GUERREIRO

For the Chinese side:

[*Signed*]

XU ZHONGFU