

No. 23029



**BRAZIL
and
ECUADOR**

**Basic Agreement on technical co-operation. Signed at
Brasília on 9 February 1982**

Authentic texts: Portuguese and Spanish.

Registered by Brazil on 31 July 1984.



**BRÉSIL
et
ÉQUATEUR**

**Accord de base de coopération technique. Signé à Brasília
le 9 février 1982**

Textes authentiques : portugais et espagnol.

Enregistré par le Brésil le 31 juillet 1984.

[TRANSLATION — TRADUCTION]

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

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

Motivated by their desire to promote and develop existing relations between their two countries;

Considering their common interest in developing technical co-operation between their two countries;

In conformity with the Treaty of Friendship and Co-operation between their two Governments, signed in Brasília on 9 February 1982;²

Agree as follows:

Article I. The Contracting Parties shall promote technical co-operation between their two countries with a view to contributing to better utilization of their natural and human resources, striving to ensure that the programmes resulting from this Agreement are consistent with the development policies and plans of both countries, as additional support for their own efforts to achieve their national economic and social development objectives.

Article II. The technical co-operation between the Contracting Parties shall be carried out through:

- (a) Exchange of information, through correspondence and through the transfer of technical, informational and bibliographical materials;
- (b) Initial and further vocational training, through courses and exchange or internship programmes;
- (c) Implementation of joint projects in areas of common interest;
- (d) Exchange of technicians and consultants;
- (e) Organization of seminars, symposia and conferences;
- (f) Provision of necessary equipment and materials for the execution of specific projects;
- (g) Any other form of co-operation which may be agreed between the Contracting Parties.

Article III. The technical co-operation programmes and projects developed under this Agreement shall be the subject of supplementary agreements between the Contracting Parties, which shall be concluded in strict compliance with the

¹ Came into force on 20 June 1984, the date of the last of the notifications by which the Contracting Parties informed each other of the completion of the required constitutional procedures, in accordance with article XV.

² United Nations, *Treaty Series*, vol. 1352, No. 1-22821.

applicable legal provisions in force in each country, and which shall specify the objectives of and procedures for execution of such programmes and projects, as well as the duration, the executing bodies and the respective obligations, including financial obligations.

Article IV. The information provided for in Article II (a) of this Agreement shall be exchanged through the diplomatic channel by the bodies authorized for that purpose in each case.

Article V. 1. Financing of the forms of technical co-operation defined in this Agreement, as well as the terms and conditions governing remuneration, allowances, travel expenses, medical care and other benefits for the personnel mentioned in article II, shall be agreed by the Contracting Parties within the framework of each project.

2. The Contracting Parties may request financing from and the participation of international agencies for the execution of the programmes and projects resulting from the implementation of this Agreement.

Article VI. The Contracting Parties shall facilitate the entry and stay of technicians and consultants in their respective territories.

Article VII. 1. Each Contracting Party shall provide the technicians and consultants to be sent to the territory of the other Party for technical co-operation programmes under this Agreement, with the logistical support and transport, information and work facilities required for the performance of their specific functions, as well as other facilities to be defined in the supplementary agreements mentioned in article III.

2. The technicians and consultants shall also be provided with suitable facilities for their housing and subsistence.

Article VIII. Each Contracting Party shall grant the following facilities to the technicians and consultants designated to perform their functions in the territory of the other Party as a result of the supplementary agreements provided for in article III, as well as to the members of their immediate families:

- (a) An official visa free of charge, entitling them to residence during the period provided for in the applicable supplementary agreement;
- (b) Exemption from taxes and other import duties on personal and household effects intended for their initial installation, provided that the stay in the host country is longer than a year;
- (c) The same exemption as that provided for in subparagraph (b) when the effects referred to are re-exported;
- (d) Exemption from taxes on wages and salaries paid to the technicians and consultants by their country of origin;
- (e) Repatriation facilities, in the event of a crisis;
- (f) Immunity from legal proceedings for words spoken or written and for any act performed in the exercise of their functions.

Article IX. Both Contracting Parties shall also exempt from all taxes and other duties on the import and/or export of goods, equipment and materials sent from one country to the other as a result of the implementation of this Agreement.

Article X. The technicians and consultants to be sent from one country to the other under this Agreement shall be subject to the provisions of the applicable supplementary agreements and to the laws and regulations in force in the territory of the host country, except as provided under article VIII of this Agreement.

Article XI. Each of the Contracting Parties shall guarantee that no documents, information or other knowledge obtained during the implementation and period of validity of this Agreement shall be divulged or transmitted to any third party without the previous written consent of the other Party.

Article XII. The bodies responsible for carrying out the programmes and projects agreed by the Parties under article III of this Agreement, shall prepare annual work plans with a view to facilitating and systematizing their execution.

Article XIII. On the basis of the information mentioned in the preceding article, the bodies responsible for the execution of the programmes and projects agreed between the Parties shall prepare semi-annual progress reports and shall submit them, through the diplomatic channel, to the respective monitoring authorities, in conformity with the regulations in force in each country.

Article XIV. This Agreement may be amended by mutual agreement of the Parties. Such amendments shall enter into force as indicated in article XV.

Article XV. Each Contracting Party shall notify the other of the completion of the constitutional requirements necessary for the adoption of this Agreement, which shall enter into force on the date of the second notification.

Article XVI. 1. This Agreement shall be valid for a period of 5 (five) years and shall be automatically renewable for successive five-year periods, unless one of the Parties decides to denounce it. In this case, the denunciation shall take effect six months following the date of receipt of the notification in question.

2. The denunciation of this Agreement shall not affect the execution of programmes and projects already in progress under the Agreement, unless the Contracting Parties agree otherwise.

DONE in Brasília, on 9 February 1982, in duplicate, in the Portuguese and Spanish languages, both texts being equally authentic.

For the Government
of the Federative Republic of Brazil:

[Signed]

RAMIRO SARAIVA GUERREIRO

For the Government
of the Republic of Ecuador:

[Signed]

LUIS VALENCIA RODRIGUEZ