

No. 23438

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**BRAZIL  
and  
FRANCE**

**Exchange of letters constituting an agreement on inter-university co-operation, supplementary to the Agreement on technical and scientific co-operation. Brasília, 9 May 1985**

*Authentic texts: French and Portuguese.*

*Registered by Brazil on 28 June 1985.*

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**BRÉSIL  
et  
FRANCE**

**Échange de lettres constituant un accord relatif à la coopération inter-universitaire, complémentaire à l'Accord de coopération technique et scientifique. Brasília, 9 mai 1985**

*Textes authentiques : français et portugais.*

*Enregistré par le Brésil le 28 juin 1985.*

## [TRANSLATION — TRADUCTION]

EXCHANGE OF LETTERS CONSTITUTING AN AGREEMENT<sup>1</sup> BETWEEN  
BRAZIL AND FRANCE ON INTER-UNIVERSITY CO-OPERATION,  
SUPPLEMENTARY TO THE AGREEMENT ON TECHNICAL AND  
SCIENTIFIC CO-OPERATION<sup>2</sup>

## I

## FRENCH EMBASSY IN BRAZIL

No. 455

Sir:

I have the honour to propose, on behalf of the Government of the French Republic, the following Supplementary Arrangement to the Agreement on Technical and Scientific Co-operation<sup>2</sup> in the Field of Inter-university Co-operation:

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

Having regard to the provisions of the Agreement on Technical and Scientific Co-operation of 16 January 1967,

Considering that the two Governments wish to encourage the development of exchanges between Brazilian and French universities,

Desiring to conclude a Supplementary Arrangement to the Agreement on Technical and Scientific Co-operation of 16 January 1967, concerning the implementation of an inter-university co-operation programme,

Have agreed as follows:

*Article I.* This Arrangement has the following aims:

1. The establishment of a system of academic exchanges through which Brazilian and French academic researchers shall develop joint scientific research on the initiative of either Party and the demonstrated interest and consent of the other Party.
2. The basic and advanced training of academic staff and research workers in the specific sectors determined by the joint research subjects;
3. The exchange of scientific information, specialized documentation and academic publications.

*Article II.* The aims referred to in article I shall be achieved by means of the following:

- (a) The exchange of identification missions to analyse the conditions for the implementation of the joint research proposals (pre-project study) previously studied by the two Parties; the duration of these missions may not exceed 20 days;
- (b) The exchange of teaching and research missions by academic staff and research workers for the development of the activities proposed at the time of the identification missions and in the resulting programmes established jointly by the two Parties;

<sup>1</sup> Came into force on 9 May 1985, the date of the letter in reply, in accordance with the provisions of the said letters.

<sup>2</sup> United Nations, *Treaty Series*, vol. 712, p. 187.

- (c) The sending of fellowship holders on study missions for advanced training, post-doctoral training and the obtaining of university degrees;
- (d) The publication of works related to the joint research carried out under this Arrangement; the exchange of publications of interest to the two Parties; publications, in Portuguese, related to the theses of the students under this Arrangement;
- (e) The exchange of evaluation missions for a maximum duration of 30 days, with the prior approval of the recipient Party.
- (f) The provision by the French Government to the Brazilian universities of such books, documents and equipment as are essential for carrying out the joint research.

*Article III.* This Arrangement shall be implemented in the form of inter-university projects previously approved by the two Parties and carried out under the specific agreements established between the Brazilian and French universities concerned.

*Article IV.* This Arrangement shall not apply to the programme of fellowships and course grants financed by the French Government, nor to the regular programme of fellowships abroad of the Department of Higher Level Personnel Training (CAPES), nor to other university co-operation projects and activities carried out under the Agreement on Technical and Scientific Co-operation, which will be implemented in accordance with the provisions governing them.

*Article V.* Implementation of this Arrangement, as far as Brazil is concerned, shall be entrusted to the Department of Higher Level Personnel Training (CAPES) of the Ministry of Education.

*Article VI.* Implementation of this Arrangement, as far as France is concerned, shall be entrusted to the French Committee on the Evaluation of University Co-operation with Brazil (COFECUB), a body under the jurisdiction of the Ministry of Foreign Affairs and the Ministry of National Education.

*Article VII.* The responsible bodies, specified in articles V and VI, shall establish by mutual agreement the operational mechanisms for implementing this Arrangement, adapting them as necessary to the specific projects and programmes implemented under their authority.

*Article VIII.* The system of exchanges referred to in article I, paragraph 1 of this Arrangement shall operate in accordance with the following provisions:

- (1) Grants and travel expenses for Brazilian academic staff referred to in article II c shall be paid by CAPES of the Ministry of Education of Brazil;
- (2) The salaries of the academic staff participating in the programmes of advanced training referred to in the above paragraph shall be paid by the universities of origin;
- (3) The financing necessary to cover the specific cost of research related to such training shall be considered on a case-by-case basis by COFECUB and provided by the French Party;
- (4) The financing of expenses necessary to cover the academic supervision provided specifically for the Brazilian fellowship holders under this programme shall be charged to CAPES and paid directly to COFECUB; an official designated by the Scientific Board of COFECUB shall be responsible for this supervision.

*Article IX.* The French Party shall, through the agencies responsible for the teaching of French, provide Brazilian fellowship-holders under this Arrangement with language training in Brazil, which shall be extended by a language course in France.

*Article X.* Travel and subsistence expenses for identification and evaluation missions shall be paid, respectively, by CAPES whenever the missions are undertaken in Brazil and by the French Party, whenever the missions are undertaken in France.

*Article XI.* The outward and return travel expenses of Brazilian academic researchers carrying out a teaching and research mission shall be paid by CAPES; the amount of the subsistence allowance shall correspond to category I and category II study visits of the French Government, established in accordance with the academic ranks of the Brazilian teachers, and shall be paid by the French Party.

*Article XII.* For the missions of French academic researchers in Brazil, the outward and return travel expenses shall be paid by the French Party; the subsistence allowance shall be paid by CAPES in the following amounts:

—Up to two months, the regular mission allowance of CAPES;

—After two months, the equivalent of the salary of a Brazilian teacher of the same rank.

These payments shall be exempt from any taxes and charges in accordance with article 19 and article 20 of the Convention of 10 September 1971 between the French Republic and the Federative Republic of Brazil for the avoidance of double taxation and the prevention of fiscal evasion with respect to taxes on income<sup>1</sup>.

*Article XIII.* The selection of Brazilian fellowship holders as candidates for a university degree in France and as students under this Arrangement shall be made by CAPES, in accordance with the normal criteria of the Foreign Fellowships Programme, bearing in mind the performance evaluations of the Brazilian and French project co-ordinators who sponsored the candidate.

*Article XIV.* Candidates for non-degree study missions shall be proposed by the project co-ordinators of either Party and accepted by the other Party and approved by CAPES, in the case of Brazilian candidates, and by COFECUB, in the case of French candidates.

*Article XV.* Brazilian fellowship holders with the *Mestrado* degree who have been selected under this Arrangement, shall be exempt from submitting a *Diplôme d'Etudes Approfondies* (DEA); they may register directly in a doctoral programme.

However, the Brazilian and French co-ordinators shall, on a case by case basis, consider any additional training which may be necessary.

*Article XVI.* The selection of French fellowship holders who are to take courses in Brazil under this Arrangement shall be made by COFECUB, which shall take into account the work programmes approved by the Brazilian and French project co-ordinators and the regulations of the Brazilian universities.

*Article XVII.* The financing of the travel and subsistence expenses of French fellowship holders in Brazilian universities shall be provided by the French Party.

*Article XVIII.* Questions of the equivalence of academic qualifications shall be dealt with in accordance with the respective laws of each country.

*Article XIX.* An annual meeting of representatives of the two Parties shall be held alternately in Brazil and France to evaluate current co-operation projects, to take decisions on the establishment or revision of projects, to decide on the programming for the coming year and to consider measures to equalize the expenses of the two Parties.

*Article XX.* Projects, at the initiative of CAPES, shall be submitted by CAPES to the relevant Brazilian agencies, in accordance with decree No. 65-476 of 21 October 1969, for approval and official submission to the French Government.

Projects, at the initiative of the French Party, shall be submitted to the Brazilian Government through the diplomatic channel.

*Article XXI.* This Arrangement may apply, after the mutual agreement of CAPES and COFECUB, to training and research programmes bringing together teams from several universities or training or research institutes.

<sup>1</sup> United Nations, *Treaty Series*, vol. 857, p. 3.

In the latter case, the authorities of these institutes shall be empowered to sign, with the presidents or *reitores* of the universities involved, the agreements specified in article III.

*Article XXII.* This Arrangement shall be valid for five years.

It may be denounced by either signatory Party with six months' notice in writing. Any such denunciation shall not affect ongoing projects, whose continuity must be ensured, unless otherwise agreed.

I should be grateful if you would inform me if the foregoing proposals are acceptable to your Government.

In that case, this letter and your reply shall constitute the Supplementary Arrangement to the Basic Agreement on Technical and Scientific Co-operation in the Field of Inter-university Co-operation, which shall enter into force on the date of your reply.

Accept, Sir, the assurances of my highest consideration.

Brasília, 9 May 1985

[Signed]

BERNARD DORIN

His Excellency Olavo Setúbal  
Minister for Foreign Affairs  
of the Federal Republic of Brazil

## II

9 May 1985

DCOPT/DFTR/DE-I/CAI/59/644(B46)(F37)

Sir,

I have the honour to acknowledge receipt of note No. 455, dated today, which in Portuguese reads as follows:

[See letter I]

2. In reply, I inform you that the Brazilian Government agrees to the terms of the foregoing letter which, together with this letter, shall constitute an Agreement between our two Governments, to enter into force on today's date.

Accept, Sir, etc.

OLAVO EGYDIO SETÚBAL

His Excellency Mr. Bernard Dorin  
Ambassador Extraordinary and Plenipotentiary  
of the French Republic