

No. 23238

**BRAZIL
and
ECUADOR**

**Basic Agreement on scientific and technological co-
operation. Signed at Brasília on 9 February 1982**

Authentic texts: Portuguese and Spanish.

Registered by Brazil on 25 January 1985.

**BRÉSIL
et
ÉQUATEUR**

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

Textes authentiques : portugais et espagnol.

Enregistré par le Brésil le 25 janvier 1985.

[TRANSLATION — TRADUCTION]

BASIC AGREEMENT¹ ON SCIENTIFIC AND TECHNOLOGICAL 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,

Considering that co-operation in the fields of science and technology between the two countries will be of mutual benefit and will contribute to the achievement of common objectives of economic development and the enhancement of living conditions in both countries; and

Desiring to strengthen such co-operation;

Agree as follows:

Article I. The Contracting Parties shall promote scientific and technological co-operation 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 the two countries, as additional support for their own efforts to achieve scientific and technological development objectives.

Article II. The co-operation to which this Agreement refers shall be carried out, in particular through:

- (a) Exchange of information and scientific and technological documentation;
- (b) Exchange of scientists, researchers, teachers, experts, technicians and workers attending special courses (hereinafter called "specialists"), and also representatives of industrial and commercial organizations interested in such co-operation;
- (c) Organization of seminars, symposia and lectures;
- (d) Joint research on scientific and technological problems likely to lead to the practical use of the results which may be obtained;
- (e) Exchange of the results of research and experiments, including licensing between institutes, universities, companies and other organizations;
- (f) Exchange of equipment and supplies necessary for the implementation of specific projects;
- (g) Other forms of scientific and technological co-operation as may be agreed by the Parties.

Article III. 1. Co-operation shall take place in such areas of science and technology as may be agreed by the two Governments by means of supplementary agreements concluded through the diplomatic channel.

¹ Came into force on 4 January 1985, the date of the last of the notifications by which the Contracting Parties informed each other of the completion of the required constitutional formalities, in accordance with article XI (1).

2. The public or private institutions of both countries may conclude, within the framework of this Agreement, supplementary agreements which shall stipulate the operational modalities appropriate to the special circumstances of each institution and which shall enter into force through the diplomatic channel subject to prior completion of the relevant legal provisions of each Party regulating the implementation of such co-operation.

Article IV. 1. In order to achieve the objectives of this Agreement, the two Governments agree to establish a Mixed Commission for Science and Technology which shall be the appropriate forum for:

- (a) Discussing issues concerning the scientific and technological guidelines relating to the implementation of this Agreement;
- (b) Examining the activities resulting from this Agreement and its supplementary agreements;
- (c) Making recommendations to both Governments concerning the implementation and improvement of this Agreement and its supplementary agreements.

2. The Mixed Commission for Science and Technology shall be co-ordinated by the respective Ministries for Foreign Affairs and shall meet alternately in Brazil and Ecuador, without any specified periodicity, whenever the two Parties consider appropriate.

Article V. 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 VI. 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 VII. 1. The Mixed Commission, to which reference is made in article IV, shall be informed on a regular basis regarding the development of the programmes covered in the supplementary agreements.

2. During the intervals between meetings of the Mixed Commission, contact between the two Governments, for purposes of this Agreement, shall be maintained through the diplomatic channel.

Article VIII. 1. The expenses involved in sending specialists from one country to the other for purposes of this Agreement will in principle be paid by the sending Government, while the host Government will pay for accommodation, subsistence and medical care, provided that other arrangements are not stipulated in the supplementary agreements reached in conformity with article III.

2. The governmental contribution to the programmes and projects of scientific and technological co-operation, including expenses relating to the exchange and provision of goods, equipment, materials and advisory or consultancy services, shall be made in the form stipulated in the supplementary agreements referred to in article III.

Article IX. Each Contracting Party shall grant the following facilities to the specialists 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, authorizing residence during the period stipulated in the respective 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 when the effects referred to are re-exported;
- (d) Exemption from taxes on wages, salaries and allowances paid to them by the sending institution;
- (e) Repatriation facilities in the event of a crisis;
- (f) Immunity from legal proceedings for words spoken or written and any act performed by them in the exercise of their functions.

Article X. 1. Both Contracting Parties shall also exempt from all taxes and other duties 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.

2. The aforementioned goods shall be re-exported on completion of the project for which they were intended unless donated to the host body.

Article XI. 1. Each Contracting Party shall notify the other of the completion of the constitutional formalities required for the approval of this Agreement, which shall enter into force on the date of the second notification. It shall be valid for an initial period of five years and shall be tacitly renewable for successive five-year periods.

2. This Agreement may be denounced by either Party by means of notification through the diplomatic channel. The denunciation shall take effect six months after the date of receipt of the notification in question.

3. The denunciation of this Agreement shall not affect programmes and projects already in progress under the supplementary agreements provided for in article III, unless the Parties agree otherwise.

DONE at Brasilia, 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 RODRÍGUEZ