

No. 23568

**BRAZIL
and
URUGUAY**

**Agreement on co-operation in the field of communications,
supplementary to the Basic Agreement on scientific
and technical co-operation. Signed at Montevideo on
14 August 1985**

*Authentic texts: Portuguese and Spanish.
Registered by Brazil on 19 September 1985.*

**BRÉSIL
et
URUGUAY**

**Accord de coopération dans le domaine des communica-
tions, complémentaire à l'Accord de base sur la
coopération scientifique et technique. Signé à Monte-
video le 14 août 1985**

*Textes authentiques : portugais et espagnol.
Enregistré par le Brésil le 19 septembre 1985.*

[TRANSLATION — TRADUCTION]

AGREEMENT¹ ON CO-OPERATION IN THE FIELD OF COMMUNICATIONS SUPPLEMENTARY TO THE BASIC AGREEMENT ON SCIENTIFIC AND TECHNICAL CO-OPERATION² BETWEEN THE GOVERNMENT OF THE FEDERATIVE REPUBLIC OF BRAZIL AND THE GOVERNMENT OF THE EASTERN REPUBLIC OF URUGUAY

The Government of the Federative Republic of Brazil and
The Government of the Eastern Republic of Uruguay,

In accordance with the principles set forth in the Basic Agreement on Scientific and Technical Co-operation signed on 12 June 1975,²

Have agreed as follows:

Article I. The two Governments shall establish through this Supplementary Agreement, a mechanism for co-operation in the field of communications.

Article II. The Government of the Federative Republic of Brazil hereby designates the Ministry of Communications as the authority responsible for the implementation of this Supplementary Agreement and the Government of the Eastern Republic of Uruguay hereby designates for the same purpose the National Telecommunications Administration (ANTEL).

Article III. The co-operation referred to in article I shall be developed, in related areas in which the entities designated in article II are competent, by means of:

- (a) Exchanges of experience; and/or
- (b) The provision of technical services.

The Parties undertake to provide the designated entities with the necessary authorization for the exchange of persons in connection with this Supplementary Agreement.

Article IV. 1. The Ministry of Communications of Brazil shall designate the firms to which it will entrust the execution of each project or programme arising from the implementation of this Supplementary Agreement.

2. The Ministry of Communications shall ensure that firms entrusted with the implementation of projects and/or programmes arising from the implementation of this Supplementary Agreement provide the necessary qualified personnel.

3. ANTEL shall provide the necessary qualified counterpart personnel for the implementation of projects and/or programmes arising from the implementation of this Supplementary Agreement.

Article V. The Parties agree to initiate the co-operation envisaged in this Supplementary Agreement by means of the following activities:

¹ Came into force on 14 August 1985 by signature, in accordance with article XIV.

² United Nations, *Treaty Series*, vol. 1036, p. 137.

- (a) In-factory quality control and tests of complete digital exchanges;
- (b) Studies on optimizing the Montevideo digital exchange network;
- (c) Training in optical communications systems developed by TELEBRAS; and
- (d) Operational training in AXE exchanges.

Article VI. 1. For the purpose of implementing article V (a), ANTEL shall take the necessary contractual measures to enable the Ministry of Communications through its firms to carry out on its behalf in-factory quality control and tests of complete exchanges.

1.1. In-factory inspection certificates (CIF) shall be issued with respect to quality control;

1.2. Test reports shall be issued with respect to in-factory tests of complete exchanges.

2. The studies envisaged in article V (b) shall be carried out on the basis of information supplied by ANTEL.

3. With respect to article V (c) and (d), the Ministry of Communications of Brazil shall present an appropriate training programme in optical communications and AXE exchanges. Operational training in AXE exchanges shall supplement in-factory training.

Article VII. 1. The two Parties agree that, at a suitable moment, their co-operation may be extended to areas other than to those envisaged in article V, in order to permit increased exchanges of experience and/or provision of technical services.

2. To that end, the Parties shall draw up a programme of work, preferably on an annual basis, in one or more of the following areas:

(a) Exchanges of experience:

- Operational management;
- Management organization;
- Personnel; training in telecommunications;
- Project monitoring and evaluation;

(b) Provision of technical services:

- Rural telephone services;
- Satellite communications;
- Data transfers;
- Planning and monitoring, technical planning, operational planning;
- System of standards for materials, equipment and services;
- Studies for the expansion and modernization of external plant.

3. These lists may be expanded at the discretion of the entities designated in article II.

Article VIII. 1. Each administration shall be responsible for the travel and subsistence costs of its personnel seconded in connection with the exchanges of experience envisaged in article VII (a) of this Supplementary Agreement.

2. The expenses for the provision of technical services envisaged in article VII (b) of this Supplementary Agreement shall be subject to negotiation on a case-by-case basis between the entities designated in article II.

Article IX. The Parties shall assume civil liability for any damage that may result from acts committed by their officials on mission, except where such acts are unlawful.

Article X. The two Parties shall endeavour to encourage bilateral trade in telecommunications, equipment and services and, to that end, shall maintain an adequate exchange of information through the diplomatic channel.

Article XI. The entities designated in article II undertake not to divulge to third parties, except by mutual agreement, any documents that may be sent to them pursuant to this Supplementary Agreement, or any findings of scientific and technical research obtained as a result of work carried out within the framework of this Supplementary Agreement.

Article XII. With regard to the procedures required for the implementation of projects and/or programmes, the internationally recognized rules and regulations in use in both countries shall be adopted by mutual agreement.

Article XIII. 1. Should the Parties be prevented, by reasons of *force majeure*, from fulfilling the obligations arising under this Supplementary Agreement, its implementation shall be suspended for the period deemed necessary.

2. Suspension of the implementation of this Supplementary Agreement shall be communicated through the diplomatic channel, without prejudice, where appropriate, to the obligations entered into by the designated entities.

Article XIV. This Supplementary Agreement shall enter into force on the date of its signature and shall remain in force unless one of the Parties decides to terminate it. In such case, termination shall take effect 60 days after receipt of notification thereof through the diplomatic channel.

DONE at the city of Montevideo on 14 August 1985, in two original copies in the Portuguese and Spanish languages, both texts being equally authentic.

For the Government
of the Federative Republic of Brazil:

[Signed]

OLAVO EGYDIO SETUBAL

For the Government
of the Eastern Republic of Uruguay:

[Signed]

ENRIQUE IGLESIAS
