

No. 23269

BRAZIL
and
FEDERAL REPUBLIC OF GERMANY

**Agreement on co-operation in the field of scientific research
(with appendix). Signed at Munich on 28 February
1984**

Authentic texts of the Agreement: Portuguese and German.

Authentic texts of the appendix: Portuguese and English.

Registered by Brazil on 27 February 1985.

BRÉSIL
et
RÉPUBLIQUE FÉDÉRALE D'ALLEMAGNE

**Accord de coopération dans le domaine de la recherche
scientifique (avec appendice). Signé à Munich le 28 fé-
vrier 1984**

Textes authentiques de l'Accord : portugais et allemand.

Textes authentiques de l'appendice : portugais et anglais

Enregistré par le Brésil le 27 février 1985.

APPENDIX TO THE AGREEMENT BETWEEN THE CONSELHO NACIONAL DE DESENVOLVIMENTO CIENTÍFICO E TECNOLÓGICO, BRAZIL/ MAX-PLANCK-GESELLSCHAFT ZUR FÖRDERUNG DER WISSENSCHAFTEN e.V., FEDERAL REPUBLIC OF GERMANY

1) Joint research project applications should comply with the respective formal requirements set by CNPq and MPG; they should contain:

- A detailed description of the aims and methods of the research project and of the costs, differentiated into the Brazilian and German component;
- A detailed schedule of implementation;
- Biographical data and qualifications of the scientific personnel involved.

2) Applications should be submitted as early as possible, generally not later than six months prior to the envisaged commencement of joint research activities under the project. [Proposals for activities not related to such projects (e.g., the participation in congresses, seminars, etc., lecture and information visits) should be submitted to the respective other side not later than six weeks prior to the envisaged commencement.]¹

3) Project proposals shall only be reviewed after both CNPq and MPG have received the complete applications (see Para. 1) by participants from both countries. CNPq and MPG shall immediately inform each other about the receipt of applications and after arriving at a decision following standard review procedures.

4) Financial support for joint research projects shall be split between CNPq and MPG in the following way:

- The sending organization shall cover (return) travel expenses of scientists from its country up to the place of final destination in the host country. [The organization of the host country will pay for the expenses of domestic travels related to the jointly approved research project.]²
- Exceptionally, the organization of the host country may, at its own discretion, pay the cost of additional domestic trips not foreseen during the planning stage of a joint research project but essential for its successful implementation, within the approved project period.

5) To cover living expenses during the stay of the foreign scientist within the approved project period, the organization in the host country shall pay an allowance, on a per diem basis [, as is payable to members of the organization in the host country traveling on official business.]¹

6) The organization of the host country shall support the guest scientist in providing for the necessary and adequate medical (including dental) treatment. [The costs for such treatment shall be paid by the guest scientist. In case he/she should not have sufficient health insurance protection, the organization of the host country shall introduce an adequate health insurance.]¹ Financial provisions relieving the foreign scientist from the onus resulting from accidental death or permanent invalidity that may occur during the guest's visit during the project period shall be the responsibility of the sending organization.

¹ The text between brackets does not appear in the authentic Portuguese text of the appendix — Le texte entre crochets ne figure pas dans le texte authentique portugais de l'appendice.

² The text between brackets appears only in the authentic Portuguese text of the appendix, and has been translated by the Secretariat — Le texte entre crochets ne figure que dans le texte authentique portugais de l'appendice, et a été traduit par le Secrétariat.

7) The regulations of this appendix may be altered or amended at any time by mutual agreement between CNPq and MPG.

[This appendix has been established in duplicate in the Portuguese and English languages, both texts being equally authentic.]¹

SIGNED at München, this twenty-eighth day of February, 1984.

For the Conselho Nacional
de Desenvolvimento Científico
e Tecnológico (CNPq):

[*Signed*]

L. CAVALCANTE DE ALBUQUERQUE

For the Max-Planck-Gesellschaft
zur Förderung
der Wissenschaften e.V. (MPG):

[*Signed*]

R. LÜST

¹ The text between brackets appears only in the authentic Portuguese text of the appendix, and has been provided by the Secretariat — Le texte entre crochets ne figure que dans le texte authentique portugais de l'appendice, et a été traduit par le Secrétariat.

[TRANSLATION — TRADUCTION]

AGREEMENT¹ BETWEEN THE CONSELHO NACIONAL DE DESENVOLVIMENTO CIENTÍFICO E TECNOLÓGICO, BRASÍLIA, FEDERATIVE REPUBLIC OF BRAZIL, AND THE MAX-PLANCK-GESELLSCHAFT ZUR FÖRDERUNG DER WISSENSCHAFTEN e.V., MUNICH, FEDERAL REPUBLIC OF GERMANY

The Conselho Nacional de Desenvolvimento Científico e Tecnológico (CNPq), Federative Republic of Brazil, and

The Max-Planck-Gesellschaft zur Förderung der Wissenschaften e.V. (MPG), Federal Republic of Germany,

Desiring to promote scientific co-operation between the Federative Republic of Brazil and the Federal Republic of Germany, and

In accordance with article 1, paragraph 3, of the General Agreement of 9 June 1969 between the Government of the Federative Republic of Brazil and the Government of the Federal Republic of Germany concerning co-operation in scientific research and technological development,²

Have agreed as follows:

Article I. CNPq and MPG shall promote co-operation between scientists and scientific institutions of both countries in all recognized branches of scientific research, in particular in the area of fundamental research, within their fields of competence and in accordance with their respective basic principles, without prejudice to the possibility of direct co-operation and individual research activities.

Article II. CNPq and MPG shall promote scientific co-operation through:

1. Promotion of joint research projects;
2. Provision of travel grants to scientists for the purpose of facilitating the exchange of scientific knowledge and experience, especially in the final stages of the planning and in the preparation of joint research projects;
3. Support for high-level scientific seminars, colloquiums and symposia;
4. Exchange of scientific information, publications, specimens, samples and other material.

Article III. The initiative for the planning of joint research projects, bilateral workshops, seminars and symposia shall rest primarily with the scientists interested in such co-operation. CNPq and MPG shall assist in the selection of partners for research projects and in the establishment of contacts, including contacts with governmental and non-governmental institutions active in the promotion of scientific research and scientific exchanges.

¹ Came into force on 25 October 1984 by an exchange of diplomatic notes, in accordance with article X.

² United Nations, *Treaty Series*, vol. 833, p. 151.

Article IV. Proposals for the execution of joint projects shall be submitted simultaneously by the scientists concerned to the organization responsible for them (CNPq or MPG) for analysis in conformity with the regulations in force. Support for the project itself, the level of financing required, the apportionment of the costs and the duration of the project shall be agreed upon jointly by CNPq and MPG, which shall communicate their decision to the applicants.

Article V. The applicants shall be responsible for the execution of joint projects, and in particular for the proper utilization of the funds provided by CNPq and MPG. The scientists of the two countries shall be required to report on the progress and results of the project in accordance with the procedure customarily followed in their respective countries and organizations.

Article VI. By agreement between CNPq and MPG, the two organizations shall provide the financial resources for joint research projects, each organization bearing the costs incurred within its national frontiers. Exceptions to this rule shall be confined to individual cases and exceptional circumstances. Any other procedures, especially those of a financial nature, shall be specified in an appendix to this Agreement.

Article VII. CNPq and MPG shall, where possible, assist scientists from the two countries in obtaining visas, research authorizations, customs clearance and any other official documents necessary for the prompt, unhindered execution of research work under this Agreement. This shall also apply to any administrative difficulties encountered by individual scientists. In the execution of all activities under this Agreement, such as those involving the transfer of equipment, plans or technical know-how not normally available to the general public, CNPq and MPG shall comply with the laws and regulations of the Federative Republic of Brazil and the Federal Republic of Germany and, where appropriate, obtain the necessary authorizations.

Article VIII. All matters pertaining to this Agreement shall be dealt with by CNPq and MPG in writing or, in urgent cases, by direct communication.

Article IX. CNPq and MPG shall report annually on the programme of co-operation carried out by them under this Agreement, to the German-Brazilian Mixed Commission for Scientific and Technological Co-operation, established under article 4 of the General Agreement concluded by the two countries in Bonn on 9 June 1969 concerning co-operation in scientific research and technological development.

Article X. This Agreement shall enter into force through an exchange of diplomatic notes, on the date of the note in reply, and shall automatically supersede the Agreement between CNPq and MPG of 28 May 1969. Research projects in progress shall automatically be taken over and pursued as projects under this Agreement.

Article XI. This Agreement shall be valid for three years and shall be renewed by tacit agreement from year to year thereafter, unless it is denounced by either Party at least six months before its expiry.

Denunciation of the Agreement shall not affect projects in progress, except where the Parties agree otherwise.

Article XII. This Agreement may be amended by mutual consent through an exchange of diplomatic notes. The amendment shall enter into force, unless otherwise specified, on the date of the note in reply to the proposed amendment.

DONE in two originals, in the German and Portuguese languages, both texts being equally authentic.

For the Conselho Nacional
de Desenvolvimento Científico
e Tecnológico (CNPq):

[Signed]

L. CAVALCANTE DE ALBUQUERQUE

Brasília

For the Max-Planck-Gesellschaft
zur Förderung
der Wissenschaften e.V. (MPG):

[Signed]

R. LÜST

Munich, 28 February 1984

*[See p. 251 of this volume for the text of the appendix —
Voir p. 259 du présent volume pour le texte de l'appendice]*