

No. 24264

**SPAIN
and
BRAZIL**

**Agreement on agrarian research, supplementary to the Basic
Agreement on scientific and technical co-operation.
Signed at Madrid on 12 April 1984**

Authentic texts: Spanish and Portuguese.

Registered by Spain on 24 July 1986.

**ESPAGNE
et
BRÉSIL**

**Accord dans le domaine de la recherche agraire, complémen-
taire à l'Accord de base relatif à la coopération scien-
tifique et technique. Signé à Madrid le 12 avril 1984**

Textes authentiques : espagnol et portugais.

Enregistré par l'Espagne le 24 juillet 1986.

[TRANSLATION — TRADUCTION]

AGREEMENT¹ ON AGRARIAN RESEARCH, SUPPLEMENTARY TO THE BASIC AGREEMENT ON SCIENTIFIC AND TECHNICAL CO-OPERATION BETWEEN THE GOVERNMENT OF SPAIN AND THE GOVERNMENT OF THE FEDERATIVE REPUBLIC OF BRAZIL²

The Government of Spain and the Government of the Federative Republic of Brazil,
In accordance with the provisions of the Basic Agreement on Technical Co-operation signed by the two Governments at Brasilia on 1 April 1971,²

Considering the statutory authority of the National Agrarian Research Institute (INIA), an autonomous body of the Ministry of Agriculture, Fisheries and Food, and of the Brazilian Agricultural Research Enterprise (EMBRAPA) to carry out agrarian research in their respective countries for the purpose of helping to increase agricultural, forestry and livestock production and productivity on the basis of scientific and technological progress,

Considering the interest shown by the two Parties in establishing and developing relations of scientific and technical co-operation in agrarian research, and the support provided to them by the Department of International Technical Co-operation of the Ministry of Foreign Affairs,

Considering that the objectives of INIA and EMBRAPA can be achieved by establishing joint research programmes to be carried out in both Spain and Brazil,

Considering that the training of scientific and technical staff is an important factor in any research activity,

Have agreed as follows:

Article I. PURPOSE OF THE AGREEMENT

1. This Supplementary Agreement shall institute scientific and technical co-operation between INIA and EMBRAPA in agrarian research and complementary activities, and shall establish the procedures for such co-operation.

2. Within the sphere of authority of each body, the purposes of co-operation shall be, specifically:

- (a) The planning and joint execution of common or complementary research programmes on subjects to be determined by the two bodies.
- (b) The hosting and exchange of researchers or technicians for short or long periods;
- (c) The promotion of courses, study missions and other forms of staff training and advanced training;
- (d) The exchange of scientific and technical information, including the planning, organization, administration and operation of INIA and EMBRAPA;

¹ Came into force on 2 January 1986, the date of the last of the notifications by which the Parties informed each other (on 14 June 1984 and 2 January 1986) of the completion of the required constitutional procedures, in accordance with article XIV.

² United Nations, *Treaty Series*, vol. 957, p. 95.

- (e) The exchange of plant and animal germ plasm, and scientific equipment and materials for purposes of experimentation;
- (f) The exchange of publications and other scientific and technical documents;
- (g) The exchange of information on congresses, symposia, conferences, seminars and other national and international meetings in which representatives of the two Parties may participate;
- (h) Meetings of experts from INIA and EMBRAPA on topics of mutual interest.

Article II. RESEARCH PLANNING

Under this Supplementary Agreement, joint programmes of co-operation, including the relevant research projects, shall be established, specifying topics, objectives and goals, duration and implementing procedures. The following areas of co-operation are henceforth defined as having priority: hydrology, irrigation and drainage, citriculture, renewable sources of energy, livestock production, forestry and maize, as well as any other products or areas of research on which the Parties may agree.

Article III. ANNUAL WORK PLANS

1. The programmes of co-operation referred to in article II shall be carried out through annual work plans, in which the scheduled activities shall be described in detail in accordance with the purposes set forth in article I. These annual plans shall be submitted to the competent authorities for approval.

2. The annual plans shall specify the following elements: the co-ordinating unit and executing units; the scientist responsible for each body; the geographical environment and human, material and financial resources for the execution of the activities planned for each year, and the corresponding responsibilities.

3. The annual work plans may be amended or adjusted in the course of their execution by written agreement between the bodies.

Article IV. IMPLEMENTATION OF THE SUPPLEMENTARY AGREEMENT

1. This Agreement shall be implemented by a Commission composed, on the Spanish side, of representatives of INIA and the Department of International Technical Co-operation and, on the Brazilian side, of a representative of EMBRAPA acting in co-ordination with the Interministerial Technical Co-operation System.

2. The Commission shall meet annually in Spain and Brazil alternately and shall be presided over by the Director-General of Agrarian Research and Training or his representative when the meeting is held in Spain, and by the President of the Brazilian Agricultural Research Enterprise or his representative when the meeting is held in Brazil. The two executive co-ordinators of the Agreement, one for Spain designated by the Director-General of Agrarian Research and Training and the other for Brazil designated by the President of EMBRAPA, shall be members of the Commission. Each body may, if it deems appropriate, include as its representatives on the Commission members designated *ad hoc* in the light of the agenda of each meeting.

3. The INIA/CTI/EMBRAPA Commission established under this article shall consider and approve, for each body, the programmes of co-operation referred to in article II, the annual plans referred to in article III and the annual reports on activities carried out the previous year.

4. The documents referred to in the preceding paragraph shall be submitted to the INIA/CTI/EMBRAPA Commission at least three months before each meeting.

Article V. PRELIMINARY INFORMATION

1. For the purpose of executing the annual work plans referred to in article III, especially with regard to hosting or exchanging researchers, each body shall submit to the other for approval, at least three months before execution of the plans is scheduled to begin, the *curricula vitae* of the candidates and the detailed objectives of the research to be conducted. The host body for the researchers shall reply within a maximum of 30 days after it receives the candidates' documentation.

Article VI. SCIENTIFIC SUPERVISION, DISCIPLINE, FUNCTIONAL SITUATION AND OBLIGATIONS

1. The researchers and technicians from each body shall remain under the scientific supervision of the body to which they belong, in accordance with its regulations, without prejudice to their integration into the host body while carrying out their activities. However, they shall be subject to the general disciplinary rules in force in the host institution.

2. With regard to their functional situation, researchers and technicians shall be subject to the legal provisions and regulations of the body of origin.

3. The body hosting researchers and technicians sent by the other participating body shall:

- (a) Take responsibility for providing them with the necessary resources, whether support staff or office, laboratory or field equipment;
- (b) Assume civil liability for any damages and costs which might arise from actions taken by visiting staff in the exercise of their functions under this Agreement, except in cases of unlawful acts.

4. Health Insurance against sickness, accidents (particularly occupational accidents), disability and death shall be provided by the Department of International Technical Co-operation to Spanish staff sent to Brazil, and by the competent Brazilian body to Brazilian staff sent to Spain, in accordance with their own internal regulations.

5. The recipient of the materials referred to in article I, paragraphs (d), (e) and (f), of this Agreement shall, as soon as they enter the country, be responsible for and carry out all operations relating to their entry, clearance through customs, packaging and transportation within the national territory.

Article VII. PROCEDURES FOR IMPLEMENTING CO-OPERATION

Scientific and technical co-operation between INIA and EMBRAPA shall include the following modalities:

(a) *Joint research and experimentation*

INIA and EMBRAPA may conduct certain joint research and experiments in their specific spheres of activity.

(b) *Short-term study missions*

Short-term study missions, consisting of supervisors, advisors, researchers and technicians from INIA and EMBRAPA or related institutions, may be exchanged for periods not exceeding three months.

These missions may have various purposes, such as study and observation of the host institution, participation in meetings, consultancy, advisory assistance or the planning and implementation of research programmes.

The Department of International Technical Co-operation and the competent Brazilian body shall, when they send their respective technicians, pay all the related costs with regard to international travel, wages, social security and insurance against sickness, personal accident, disability and death, as well as daily subsistence allowances. The Department of International Technical Co-operation and the Brazilian host body shall likewise pay all internal travel costs, provided that such travel is related to the implementation of the scheduled programmes.

(c) *Long-term missions*

Missions for periods longer than three months, generally for one year or more, shall consist of researchers or skilled technicians from either participating body. Their purpose shall primarily be consultancy, advisory assistance or the planning and implementation of research programmes.

With regard to these missions, the Department and the Brazilian host body shall pay only for internal travel related to the implementation of the scheduled programmes and the subsistence allowances required for such travel, in the same amount as that established for researchers.

(d) *Staff training and advanced training*

Staff training and advanced training shall involve in-service training, short-term courses and post-graduate courses.

INIA and EMBRAPA shall establish in their annual plans in-service training, short-term courses and post-graduate courses for their technicians and researchers and those of their related institutions. To that end, the necessary steps shall be taken to confirm fellowships corresponding to the types of training provided for in the annual work plans.

(e) *Exchange of documents, information and scientific and biological materials*

The Department of International Technical Co-operation and the competent Brazilian body, upon receipt of technical and scientific documents and information and scientific and biological materials, including animal and plant germ plasm, shall be responsible for all the financial commitments necessary for entry, storage and transport operations in their country.

These co-operation procedures shall be established in the manner provided in articles II and III of this Agreement.

Article VIII. FINANCING

1. The financial obligations entered into by the Government of Spain under this Supplementary Agreement shall be met by the Department of International Technical Co-operation of the Ministry of Foreign Affairs from the appropriations authorized annually for each of them in its ordinary budget without resorting to special or supplementary credits.

2. The financial obligations entered into by the Government of the Federative Republic of Brazil under this Agreement shall be borne by EMBRAPA.

Article IX. RECIPROCITY

1. Any or all technology relating to agrarian research carried out by either body, together with genetic, animal or plant material belonging to either body must, when

provided to the other body as part of activities under this Agreement, be duly inventoried at the time of their transfer from the country of origin, in the presence of representatives designated by the Commission referred to in article IV. Such inventory shall record their origin, destination and, where appropriate, species, type, quantity, quality and intended use by the recipients. Each body shall receive and retain a copy of this inventory, signed by the representatives of the Commission.

2. Technology and materials for research use shall be exchanged free of charge. However, if either body provides the other with certain technology or materials for which it is deemed appropriate that the provider should be fairly remunerated, the bodies shall sign specific contracts regulating the terms of the transfer.

3. Notwithstanding the earlier provisions of this Agreement, each body may, in accordance with its statutes, contract jointly or separately with third parties for the results of the research conducted jointly and receive fair remuneration without objection from the other body. However, if the parties make separate contracts, the two bodies undertake to keep each other informed of the way in which the results of the contracts will be used. The practical procedures for applying these principles shall be the subject of special provisions, mutually agreed on in writing, which must respect the general principles of the Agreement.

Article X. EVALUATION OF PROGRAMMES, TECHNICAL REPORTS AND PUBLICATIONS

1. Annual technical reports on activities carried out under the programmes of co-operation and annual work plans referred to in articles II and III shall be prepared by the co-ordinating units and sent to INIA and EMBRAPA, which shall be responsible, when they deem it necessary, for disseminating them in their respective countries and, possibly, for transmitting to the other body any scientific and technical observations which they deem relevant.

2. The findings of studies may be published by INIA or EMBRAPA, either jointly or separately, but always mentioning the co-operation between the two institutions.

Article XI. DURATION

1. This Agreement shall apply for four years from its entry into force and shall be automatically renewable for subsequent four-year periods.

2. This Agreement may be denounced by either Party at any time by giving six months' advance notice. Such denunciation shall, however, be without prejudice to completion of the annual work plan in progress.

Article XII. AMENDMENTS

This Agreement may be amended by agreement between the Parties, at the request of either of them, by following the procedures set forth in article XI.

Article XIII. SETTLEMENT OF DISPUTES

1. If any disagreement arises as to the interpretation or application of this Agreement or the contracts and agreements resulting from it, the bodies shall seek to resolve it by direct negotiation.

2. If the dispute persists, it shall be submitted to the Hispano-Brazilian Mixed Commission on Scientific and Technical Co-operation for consideration.

Article XIV. FINAL PROVISION

This Agreement shall enter into force when the two Parties have notified each other through the diplomatic channel that their respective constitutional requirements have been fulfilled.

DONE at Madrid on 12 April 1984, in two original copies in the Spanish and Portuguese languages, both texts being equally authentic.

For the Government
of Spain:

[*Signed*]

FERNANDO MORÁN
Minister for Foreign Affairs

For the Government
of the Federative Republic of Brazil:

[*Signed*]

R. E. GUERREIRO
Minister for Foreign Affairs
