

No. 24711

**BELGIUM
and
BRAZIL**

**Agreement on scientific, technological and industrial co-
operation. Signed at Brasília on 12 March 1985**

*Authentic texts: French, Dutch and Portuguese.
Registered by Belgium on 28 April 1987.*

**BELGIQUE
et
BRÉSIL**

**Accord de coopération scientifique, technologique et indus-
trielle. Signé à Brasília le 12 mars 1985**

*Textes authentiques : français, néerlandais et portugais.
Enregistré par la Belgique le 28 avril 1987.*

[TRANSLATION — TRADUCTION]

AGREEMENT¹ ON SCIENTIFIC, TECHNOLOGICAL AND INDUSTRIAL
CO-OPERATION BETWEEN THE GOVERNMENT OF THE KINGDOM
OF BELGIUM AND THE GOVERNMENT OF THE FEDERATIVE
REPUBLIC OF BRAZIL

The Government of the Kingdom of Belgium and

The Government of the Federative Republic of Brazil (hereinafter referred to as the Contracting Parties),

With a view to accomplishing their common objectives of economic and social development and improving the quality of life of their peoples,

Considering that scientific and technological co-operation between the two countries and the application of the results of such co-operation to production processes will be mutually beneficial in their efforts to attain these common objectives,

Desiring to develop such co-operation, have agreed as follows:

Article I. 1. The Contracting Parties shall periodically determine the areas in which co-operative and/or joint research efforts in specific scientific, technological and industrial activities are in their greatest common interest and the most appropriate means to accomplish the objectives of this Agreement; and shall establish priorities to that end.

2. The Contracting Parties shall promote joint or co-ordinated scientific, technological and industrial activities in the specific priority areas determined in accordance with paragraph 1 of this article and shall co-operate in the rapid economic utilization of the results of those activities.

Article II. 1. Supplementary working arrangements may be concluded under this Agreement between private or public organizations, institutions or enterprises of the two countries (hereinafter referred to as "entities") chosen by each Contracting Party with a view to the implementation of this Agreement in specific priority areas and in conformity with the biennial or multiannual integrated programmes referred to in article VI.

2. The supplementary working arrangements concluded by the various entities under this Agreement must be approved by the Contracting Parties and their implementation shall be ensured through the diplomatic channel.

3. The supplementary working arrangements mentioned in paragraph 1 of this article shall stipulate the financial and operational conditions required by the specific nature of the objectives pursued and by the characteristics of the entities concerned and shall establish procedures for the submission of reports on the activities carried out to the Joint Commission established under article VI.

Article III. The co-operation referred to in articles I and II may be effected in particular by the following means:

(a) The reciprocal provision of expertise and the exchange of scientific, technological and industrial information and documentation;

¹ Came into force on 2 February 1987, the date of the last of the notifications (effected on 15 May 1985 and 2 February 1987) by which the Contracting Parties informed each other of the completion of the constitutional formalities, in accordance with article XIII (1).

- (b) The organization of visits and study tours of scientific and technological delegations and the exchange of scholars, teachers, scientists, researchers, experts and technicians, hereinafter referred to as "specialists";
- (c) The study, preparation and joint or co-ordinated implementation of programmes and/or projects of scientific research and technical or technological developments, suitably adapting techniques and technologies to the relevant specific conditions and applying the results to the production process in so far as such activities are in the interests of the production sector and provided that they are approved by the Contracting Parties;
- (d) The holding of scientific, technological or industrial exhibitions in the territory of one Party by the other Contracting Party or by its nationals;
- (e) Any other forms of co-operation required by the circumstances and jointly agreed upon.

Article IV. 1. The exchange of scientific, technological or industrial information shall be effected either between the Contracting Parties or through entities designated by the two Parties.

2. The Contracting Party or the designated entity which provides information of this kind may, if it considers such action appropriate, request the other Party or entity to restrict the dissemination of such information to a third party. Whenever the divulgence of information is considered possible or to be recommended, the two Parties shall agree on the conditions and extent to which the information is to be divulged.

Article V. 1. The Contracting Party which receives specialists from the other Party shall provide the appropriate staff required for the effective implementation of the activity, programme or project in question.

2. The visiting specialists and the staff of the host country shall provide each other not only with all technical information relating to the methods and practices to be used in the implementation of the various programmes and projects, but also the relevant scientific principles and bases.

Article VI. 1. The Contracting Parties shall agree to establish a Joint Commission, which shall meet alternately in Brazil and in Belgium on dates to be determined through the diplomatic channel when the Contracting Parties consider it useful in the light of the implementation of this Agreement and of the activities carried out under the supplementary working arrangements mentioned in article II.

2. The Joint Commission shall be the appropriate forum for:

- (a) The formulation of biennial or multiannual programmes of activities;
- (b) The periodic review of the priority areas referred to in article I;
- (c) The monitoring of the implementation of this Agreement and of the supplementary working arrangements envisaged in article II;
- (d) The submission of recommendations to the two Contracting Parties concerning the implementation of this Agreement, including the programmes initiated directly under this Agreement or under the supplementary working arrangements.

3. The Joint Commission shall be kept informed of the progress of programmes and projects established by the supplementary working arrangements and of the programmes initiated directly in accordance with the provisions of article II.

4. The Joint Commission may set up special working groups, which may meet either simultaneously with the sessions of the Joint Commission or in the intervening periods, in order to examine the reports submitted pursuant to paragraph 3 of this article and

to review the execution of certain specific aspects of this Agreement or of the supplementary working arrangements.

5. The contacts between the Contracting Parties which take place under this Agreement in the periods between the sessions of the Joint Commission and the meetings of the working groups shall be organized through the diplomatic channel. Those which are held under the supplementary working arrangements shall be organized by the signatory entities concerned.

Article VII. The financing of the various forms of scientific, technological and industrial co-operation pursued under this Agreement and the terms and conditions of per diem allowances, indemnities, travel expenses, medical assistance and other allowances to be granted to the specialists referred to in article III(b) shall be established in each case of co-operation.

Article VIII. 1. In accordance with its own rules and practices, particularly in respect of diplomatic and consular matters, each Contracting Party shall, both under this Agreement and under the supplementary working arrangements envisaged in article II, grant the specialists appointed to carry out their functions in the territory of the other Party and members of their families forming part of their households:

- (a) A free visa or free temporary residence permit valid for the duration of their mission in the host country on presentation of appropriate official documents attesting to their status and appointment;
- (b) The right to receive remuneration in the host country in connection with the performance of their functions;
- (c) Exemption from duties and taxes when importing their household effects at the time of their first installation in the host country provided that their mission is for a period of more than one year. The same exemption shall be granted when re-exporting such effects;
- (d) Facilities for repatriation in the event of an international crisis.

2. Taxes on any income earned in connection with functions performed under this Agreement shall be levied in accordance with the domestic laws of each of the two Contracting Parties, as and when amended by provisions of the conventions binding the two Contracting Parties and in particular those of the "Convention between the Kingdom of Belgium and the Federative Republic of Brazil for the avoidance of double taxation and the regulation of certain other matters with respect to taxes on income (with final protocol)" signed at Brasília on 23 June 1972.¹

Article IX. Without prejudice to the obligations arising in respect of the Kingdom of Belgium from the provisions of the Treaty establishing the European Economic Community² and from the application of national laws and regulations, the two Contracting Parties shall accord each other the administrative, customs and fiscal facilities necessary for the importation of equipment and materials to be used in carrying out projects covered by this Agreement and by the supplementary working arrangements referred to in article II. Such materials shall be re-exported on completion of the projects for which they are intended and facilities shall be provided for their re-exportation unless they are donated to the host Contracting Party by the other Contracting Party. In the latter case, the legislation in force in each Contracting Party shall be applicable.

¹ United Nations, *Treaty Series*, vol. 920, p. 137.

² *Ibid.*, vol. 298, p. 3 (English translation), vol. 294, p. 3 (authentic French text), vol. 295, p. 2 (authentic German text), vol. 296, p. 2 (authentic Italian text), vol. 297, p. 2 (authentic Dutch text); see also vol. 1376, p. 2 (authentic Danish text), vol. 1377, p. 2 (authentic English text), vol. 1378, p. 2 (authentic Irish text), vol. 1383, p. 2 (authentic Greek text), vol. 1452, p. 2 (authentic Portuguese text), vol. 1453, p. 2 (authentic Spanish text).

Article X. 1. The Contracting Parties may by mutual agreement seek the financing and participation of international organizations or other interested countries for the activities, programmes and projects resulting from this Agreement.

2. The Contracting Parties may by mutual agreement co-operate together, or through entities designated by them, in third countries which seek their co-operation.

Article XI. 1. This Agreement shall be implemented in accordance with the laws and administrative practices of each Contracting Party.

2. No provision of this Agreement may detract from the right of each Contracting Party to take all precautions necessary in the interests of its security.

3. The persons covered by this Agreement must comply with all the obligations imposed by the laws and regulations of each Contracting Party.

Article XII. Each Contracting Party shall undertake to arrange for the registration of applications for patents on inventions or industrial designs or models in order to protect the rights which arise from the joint work carried out in implementation of the Agreement. A special arrangement shall be concluded, in each case, for the administration of titles to industrial property obtained in accordance with these provisions.

Article XIII. 1. This Agreement shall enter into force after the completion of the constitutional formalities by each of the Contracting Parties, by notification thereof through the diplomatic channel and on the date of submission of the final such notification.

2. This Agreement shall remain in force for a period of five years and shall be renewable by tacit agreement for further periods of five years.

3. This Agreement may be denounced at least six months before the date of expiry of the current period of validity by notification addressed by one Contracting Party to the other Contracting Party through the diplomatic channel; such denunciation shall take effect six months after the date of the notification.

4. Unless otherwise provided in the supplementary working arrangements, the cessation of the Agreement shall not affect the continuation or completion of work undertaken within the framework of the said arrangements concluded between the entities in accordance with article II.

IN WITNESS WHEREOF, the undersigned representatives, being duly authorized thereto, have signed this Agreement.

DONE at Brasília on 12 March 1985, in duplicate, in the French, Portuguese and Dutch languages, the three texts being equally authentic.

For the Government
of the Kingdom of Belgium:

[Signed]

H. WENMAEKERS

For the Government
of the Federative Republic of Brazil:

[Signed]

R. SARAIVA GUERREIRO