

No. 24839

**BRAZIL
and
MOZAMBIQUE**

**Agreement in the field of communications Supplementary
to the General Agreement on co-operation. Signed at
Maputo on 15 May 1987**

Authentic text: Portuguese.

Registered by Brazil on 25 June 1987.

**BRÉSIL
et
MOZAMBIQUE**

**Arrangement dans le domaine des communications com-
plémentaire à l'Accord général de coopération. Signé à
Maputo le 15 mai 1987**

Texte authentique : portugais.

Enregistré par le Brésil le 25 juin 1987.

[TRANSLATION — TRADUCTION]

AGREEMENT¹ IN THE FIELD OF COMMUNICATIONS SUPPLEMENTARY TO THE GENERAL AGREEMENT ON CO-OPERATION² BETWEEN THE GOVERNMENT OF THE FEDERATIVE REPUBLIC OF BRAZIL AND THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF MOZAMBIQUE

The Government of the Federative Republic of Brazil and

The Government of the People's Republic of Mozambique (hereinafter referred to as "Contracting Parties"),

Considering the interest of the two countries in further strengthening the bonds of friendship and co-operation that characterize their relationship and in contributing to the more intensive use of the postal and telecommunications services, with the aim of promoting the economic and social development of both nations,

In accordance with the principles set forth in the General Agreement on Co-operation, signed on 15 September 1981,²

Have agreed as follows:

Article I. The Contracting Parties hereby agree to establish a mechanism for co-operating 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 People's Republic of Mozambique hereby designates for the same purpose the Ministry of Transport and Communications.

Article III. The co-operation referred to in article I of this Supplementary Agreement shall be developed in all areas in which the Ministries referred to in article II are competent, by means of exchanges of experience and the provision of technical services.

Article IV. 1. The exchanges of experience referred to in the preceding article may take the specific form of the sending of technical missions of national specialists and the organization of specialized courses and practical work, *inter alia*, in the following areas:

- (a) Organization and operation of telecommunications and postal services systems;
- (b) Communications plans and strategies;
- (c) Supervision of operations;
- (d) Management organization;
- (e) Training of personnel in telecommunications and postal and telegraphic services;
- (f) Project monitoring and evaluation;
- (g) Provision of technical documentation.

¹ Came into force on 15 May 1987 by signature, in accordance with article XIII (1).

² United Nations, *Treaty Series*, vol. 1379, p. 129.

2. The technical services referred to in article III may include, *inter alia*, the following areas:

- (a) Basic telecommunications plans;
- (b) Planning and monitoring, technical planning, operational planning and supervision of installation of systems;
- (c) System of standards for materials, equipment and services;
- (d) Planning for the expansion and modernization of networks;
- (e) Urban, inter-urban and rural telephone services;
- (f) Organization of operations centres;
- (g) Installation and consolidation of human resources training systems.

3. These contacts may be widened or restricted at the discretion of the Contracting Parties, by means of correspondence through the diplomatic channel.

Article V. 1. The Contracting Parties hereby agree to establish a Co-operation Programme defining the projects and specific activities to be carried out in the areas referred to in article IV.

2. The Contracting Parties shall inform one another, at a suitable time and through the diplomatic channel, of the names of the entities to which the implementation of the Co-operation Programme to be carried out in the framework of this Supplementary Agreement has been entrusted.

3. This Programme shall include a Plan of Operations specifying, for each project, the desired area of co-operation and the terms of reference of the activities to be carried out, as well as the human, technical and financial resources necessary for its implementation.

4. The aforementioned terms of reference shall indicate the number of participants, duration and objectives of each technical mission that is planned.

5. This Programme shall be evaluated and reviewed annually by the authorities responsible for the implementation of this Supplementary Agreement designated in article II, in a manner to be determined by the Contracting Parties, on the basis of periodic reports drawn up by the entities responsible for implementation, reflecting the progress achieved in carrying out the specific projects.

Article VI. The costs incurred as a result of exchanges of experience and provision of technical services shall be apportioned between the entities to be designated in pursuance of article V, paragraph 2, on the basis of the plan of operations to be negotiated for each specific project.

Article VII. 1. The technical services referred to in article IV, paragraph 2, may be the subject of specific contracts in accordance with the provisions of the plan of operations for each project, at the discretion of the authorities responsible for the implementation of this Supplementary Agreement.

2. These contracts shall define, *inter alia*, the conditions for the payment of costs incurred in providing services.

Article VIII. 1. The Contracting Parties shall endeavour to encourage bilateral trade in communications equipment and services and, to that end, shall maintain an adequate exchange of information.

2. Any participation by non-governmental bodies in projects referred to in article VII shall be subject to the agreement of the Government concerned to ensure the necessary compatibility with the terms of this Supplementary Agreement.

Article IX. The entities to which the specialists participating in technical missions in the framework of this Supplementary Agreement belong shall assume civil liability for any damage that may result from acts committed by such officials, arising from incompetence, recklessness or negligence.

Article X. With regard to procedures for the preparation and implementation of projects and activities, the rules and practices in force in the two countries or the internationally recognized rules shall be adopted by mutual agreement.

Article XI. The Contracting Parties hereby undertake not to divulge to third parties, except by mutual agreement, the technical documentation transferred in pursuance of this Supplementary Agreement.

Article XII. The Contracting Parties shall maintain a flow of information concerning existing and/or projected plans for the modernization and extension of their telecommunications and postal services systems.

Article XIII. 1. This Supplementary Agreement shall enter into force on the date of its signature, shall be valid for a period of three years, and shall be automatically extended for equal periods, unless one of the Contracting Parties indicates by a diplomatic note, with two months' notice, its decision to suspend it for such period as may be deemed necessary, or to denounce it.

2. This Supplementary Agreement may be amended through an exchange of diplomatic notes, by agreement between the Contracting Parties, such amendments entering into force on the date of receipt of the note of reply.

3. Denunciation of this Supplementary Agreement shall not affect the development of projects that are under way, unless the Contracting Parties agree otherwise.

DONE at Maputo on 15 May 1987, in two original copies, in the Portuguese language, both texts being equally authentic.

For the Government
of the Federative Republic
of Brazil:

[Signed]

LUIZ FERNANDA NAZARETH

For the Government
of the People's Republic
of Mozambique:

[Signed]

RUI JORGE GOMES LOUSÃ