

No. 26117

**BRAZIL
and
CHINA**

**Complementary Agreement to the Agreement on cooperation
in science and technology, on scientific research and
technological development in the field of transportation.
Signed at Beijing on 6 July 1988**

Authentic texts: Portuguese, Chinese and English.

Registered by Brazil on 28 July 1988.

**BRÉSIL
et
CHINE**

**Accord complémentaire à l'Accord relatif à la coopération
scientifique et technique dans le domaine de la recherche
scientifique et du développement technique en matière
de transport. Signé à Beijing le 6 juillet 1988**

Textes authentiques : portugais, chinois et anglais.

Enregistré par le Brésil le 28 juillet 1988.

COMPLEMENTARY AGREEMENT¹ TO THE AGREEMENT ON CO-OPERATION IN SCIENCE AND TECHNOLOGY² BETWEEN THE GOVERNMENT OF THE FEDERATIVE REPUBLIC OF BRAZIL AND THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF CHINA ON SCIENTIFIC RESEARCH AND TECHNOLOGICAL DEVELOPMENT IN THE FIELD OF TRANSPORTATION

The Government of the Federative Republic of Brazil and the Government of the People's Republic of China (hereinafter referred to as "Contracting Parties"),

Considering their mutual interest in increasing technological cooperation in the field of transportation, and

In accordance with the Agreement between the Federative Republic of Brazil and the People's Republic of China on Cooperation in Science and Technology, signed in Beijing, on March 25th, 1982,²

Have agreed as follows:

Article I

The Contracting Parties shall promote mutual cooperation in the field of transportation, in its scientific, technological and economic aspects, based on the principles of mutual benefits, equality and reciprocity.

Article II

The Contracting Parties agree that the governmental institutions responsible for the implementation of the present Complementary Agreement shall be: on the Brazilian side, the Secretariat for International Affairs of the Ministry of Transportation of the Federative Republic of Brazil as coordinating institution, and the Brazilian Transportation Planning Agency (GEIPOT) as executive institution; on the Chinese side, the Bureau of Foreign Affairs of the Ministry of Communications of the People's Republic of China as coordinating institution, and the Bureau of Science and Technology of the Ministry of Communications of the People's Republic of China as executive institution.

Article III

The Contracting Parties agree to undertake cooperation on the following fields:

- a) Transportation planning;
- b) Highway, waterway and seaport engineering;
- c) Highway, waterborne transportation technology;
- d) Transportation (waterborne and highway) management and operation;
- e) Energy and raw materials conservation;
- f) Environmental protection;

¹ Came into force on 6 July 1988 by signature, in accordance with article IX.

² United Nations, *Treaty Series*, vol. 1389, p. 127.

- g) Standardization and quality control inspection;
- h) Other fields as mutually agreed.

Article IV

The cooperation mentioned in Article III of this Complementary Agreement may include the following forms:

- a) Exchange of scientific and technological materials and information, in the language of the providing Party, or preferably in the English language;
- b) Exchange of experts or technical personnel for sharing of acquired knowledge and experience;
- c) Joint organization of simposia and seminars;
- d) Joint research and development of new techniques and technology as well as of new products and equipment;
- e) Exchange of samples, data, instruments and components for testing and evaluation;
- f) Other forms of cooperation as mutually agreed.

Article V

1. For the implementation of the cooperation mentioned in Article III of this Complementary Agreement, the specific projects and aims, responsibilities and appropriate arrangements shall be defined by the coordinating and executive institutions mentioned in Article II through the conclusion of specific project implementation plans.

2. The Contracting Parties, according to their legislation and their possibilities shall encourage the coordinating and executive institutions of this Complementary Agreement and other institutions related to them to provide necessary services and access in their own territory for the cooperative activities established under specific project implementation plans.

Article VI

1. Both Contracting Parties agree that the institutions mentioned in Article II shall consult with each other by correspondence on the cooperative activities and other matters.

2. A Joint Working Group composed by officials appointed by both Contracting Parties shall meet, alternately in the Federative Republic of Brazil and in the People's Republic of China, on dates to be determined through diplomatic channels, to revise and define cooperative plans and examine important issues concerning such cooperation.

3. The cooperative plan will be submitted to the Brazil-China Joint Commission on Scientific Cooperation mentioned in Article IV of the Agreement on Scientific and Technological Cooperation between the Federative Republic of Brazil and the People's Republic of China.

Article VII

1. The information exchanged between the coordinating and executive institutions of both countries and other institutions related to them will not be trans-

ferred to third parties without written consent by the providing Party. This information may be freely used by the coordinating and executive institutions and other institutions related to them.

2. The exchange of information under this Complementary Agreement will not include concession or transfer of license of any patents belonging to the institution that holds the information.

3. The providing Party will not be responsible for the suitability of the information transmitted to the receiving Party.

4. The results of the cooperation shall be property of both Contracting Parties and shall not be provided or transferred to third parties without prior agreement of both Contracting Parties.

Article VIII

In order to implement the cooperation established under this Complementary Agreement, the sending Party shall submit beforehand, through diplomatic channels, the names and curricula vitae of the visiting experts and technical personnel. The sending Party shall cover all international and internal travel expenses and the receiving Party shall be responsible for the costs of local boarding and lodging as well as urban transportation.

Article IX

This Complementary Agreement shall enter into force upon signature and will remain in force for a five-year period. It will be renewed automatically for successive and equal periods of time, unless one of the Contracting Parties communicates to the other, through diplomatic channels, its decision to terminate it, at least six months in advance. The termination of this Complementary Agreement shall not affect the implementation of specific projects agreed to by both Parties, unless the Parties decide otherwise.

DONE at Beijing on the 6th day of July 1988, in duplicate in the Portuguese, Chinese and English languages, each text being equally authentic. In case of any divergence of interpretation, the English text shall prevail.

For the Government
of the Federative Republic
of Brazil:

[Signed]

ROBERTO DE ABREU SODRÉ

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

[Signed]

QIAN QICHEN