

**No. 26115**

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**BRAZIL  
and  
CHINA**

**Agreement in the field of electric power, including hydroelectric power, supplementary to the Agreement on scientific and technological co-operation. Signed at Beijing on 6 July 1988**

*Authentic texts: Portuguese and Chinese.*

*Registered by Brazil on 28 July 1988.*

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**BRÉSIL  
et  
CHINE**

**Accord en matière d'énergie électrique, y compris l'énergie hydroélectrique, complémentaire à l'Accord de coopération scientifique et technique. Signé à Beijing le 6 juillet 1988**

*Textes authentiques : portugais et chinois.*

*Enregistré par le Brésil le 28 juillet 1988.*

## [TRANSLATION — TRADUCTION]

AGREEMENT<sup>1</sup> IN THE FIELD OF ELECTRIC POWER, INCLUDING HYDROELECTRIC POWER, SUPPLEMENTARY TO THE AGREEMENT ON SCIENTIFIC AND TECHNOLOGICAL COOPERATION BETWEEN THE GOVERNMENT OF THE FEDERATIVE REPUBLIC OF BRAZIL AND THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF CHINA<sup>2</sup>

The Government of the Federative Republic of Brazil and the Government of the People's Republic of China (hereinafter referred to as the "Contracting Parties"),  
Having regard to the importance of the energy sector for the process of development and modernization,

Considering their mutual interest in increasing technological cooperation in the field of electric power, including hydroelectric power, and

On the basis of the Agreement on Scientific and Technological Co-operation between the Government of the Federative Republic of Brazil and the Government of the People's Republic of China, signed at Beijing on 25 March 1982,<sup>2</sup> and of section 4 of the Agreement Supplementary to the Agreement on Scientific and Technological Co-operation between the two Governments, signed at Beijing on 29 May 1984,<sup>3</sup>

Have agreed as follows:

*Article I*

The Contracting Parties shall promote cooperation with one another in the field of electric power, including hydroelectric power, with reference to the economic and technological aspects thereof and on the basis of the principle of mutual benefit.

*Article II*

The Contracting Parties hereby designate, as the bodies responsible for the execution of this Supplementary Agreement the Centrais Elétricas Brasileiras S.A. (ELETROBRÁS), an enterprise associated with the Ministry of Mines and Energy of Brazil, and the Department for International Cooperation of the Ministry of Energy of the People's Republic of China, hereinafter referred to as the "executing bodies".

*Article III*

The cooperation with which this Supplementary Agreement is concerned shall be undertaken within the areas of competence of the executing bodies, in accordance with their respective national legislation and on the basis of specific contracts, and shall include, in addition to other mutually agreed forms, advisory services in all sectors of electric power, including hydroelectric power, and, in particular, the undertaking of research and studies relating to the planning, construction, operation and administration of new facilities or the organization and management of existing

<sup>1</sup> Came into force on 6 July 1988 by signature, in accordance with article XI (1).

<sup>2</sup> United Nations, *Treaty Series*, vol. 1389, p. 127.

<sup>3</sup> *Ibid.*, p. 143.

facilities, with reference to their technical, administrative, economic, financial and commercial aspects.

#### *Article IV*

Cooperation between the executing bodies for this Supplementary Agreement shall be implemented through exchanges of information and documentation, technical missions, study missions and periods of practical training for experts, in addition to other forms of cooperation to be agreed between those bodies.

#### *Article V*

1. Information exchanged between the executing bodies may be passed on to third parties with the written consent of the body supplying the information. The executing bodies shall in any case allow their affiliates to use information passed between them.

2. The exchange of information provided for in this Supplementary Agreement shall not include the granting or assignment of licences to any patents, even those already in use, and shall not affect any other property rights in respect of patents of the executing body in possession of the information.

3. Documents requested by one of the executing bodies shall be supplied without charge by the other executing body where routinely available information is concerned. If costs will be incurred in preparing the document, the requesting executing body must be informed of the amount payable and must also indicate in writing its agreement to the total amount of those costs and the form of payment.

4. When an executing body prepares special studies, outside its routine work, at the request of the other executing body, only the costs incurred in respect of staff and the use of special equipment, such as computers, shall be borne by the requesting body, and their calculation shall be as agreed between the executing bodies.

#### *Article VI*

1. The costs incurred by technical missions and study missions sent to an executing body shall be borne by the receiving body, on the basis of reciprocity. The costs of special courses and periods of practical training for experts shall be agreed by the executing bodies and shall include travel and lodging expenses.

2. The total costs of the participation of experts in special courses shall be approved beforehand by the executing body sending those experts.

3. The names and curricula vitae of technicians and specialists exchanged by the executing bodies further to this Supplementary Agreement must be submitted by the sending executing body to the receiving executing body at least one month in advance of the date when the mission or training commences.

#### *Article VII*

1. An executing body may assign a specialist to the other executing body, at the latter's request, if, in the opinion of the sending executing body, technicians and specialists are available in the area of interest of the requesting executing body.

2. The maximum period for which a specialist may be assigned to the requesting executing body shall not, in principle, exceed two years, except where agreed otherwise by the executing bodies.

3. During the specialist's period of assignment, the requesting executing body shall pay him remuneration for the performance of special services, the amount of

which shall be agreed, in each case, between the executing bodies and the specialist and specified in the contract to be signed between the requesting executing body and the specialist.

4. The forms of cooperation provided for in articles III and IV of this Supplementary Agreement may also be undertaken by enterprises or organizations designated by the executing body receiving a request, subject to the express consent of the requesting executing body to each such designation. The terms of payment in such cases shall be determined, by mutual agreement, directly between the requesting executing body and the enterprises or organizations designated by the executing body receiving the request.

#### *Article VIII*

The executing bodies shall each designate a representative and an alternate, who shall be responsible for coordinating the measures taken by their respective bodies to implement this Supplementary Agreement.

#### *Article IX*

For the purposes of implementing this Supplementary Agreement, a Joint Working Group shall be established with the participation of the representatives and alternates referred to in article VII above, which shall meet at a place and date to be agreed by the Contracting Parties. The Joint Working Group shall draw up a programme of cooperation activities which shall be evaluated also by the Joint Commission on Scientific and Technological Cooperation, to which the progress made in implementing this Supplementary Agreement shall be communicated. Any alterations to that programme of activities, required as a result of the cancellation or addition of projects in the interval between meetings of the Joint Commission, may be made through the diplomatic channel.

#### *Article X*

This Supplementary Agreement may be altered through an exchange of diplomatic notes, by agreement of the Contracting Parties.

#### *Article XI*

1. This Supplementary Agreement shall enter into force on the date of its signature, shall remain in force for five years and shall be renewed automatically for further periods of five years unless one of the Contracting Parties notifies the other, in writing and at least six months in advance, of its decision to denounce it.

2. The termination of this Supplementary Agreement shall not affect the completion of ongoing programmes, projects and contracts provided for under this Supplementary Agreement, unless both Contracting Parties agree otherwise.

DONE at Beijing on 6 July 1988, in two original copies, in the Portuguese and Chinese languages, both texts being equally authentic.

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