

No. 26136

**BRAZIL
and
CANADA**

Exchange of notes constituting an agreement covering a technical cooperation project to improve the decision-making processes in the areas of Brazilian mineral policy, economics and administration, supplementary to the Technical Cooperation Agreement. Brasília, 25 November 1987

Authentic texts: English and Portuguese.

Registered by Brazil on 12 September 1988.

**BRÉSIL
et
CANADA**

Échange de notes constituant un accord relatif à un projet de coopération technique en vue d'améliorer les procédures de prise de décision dans les secteurs minier, économique et administratif au Brésil, complémentaire à l'Accord de coopération technique. Brasília, 25 novembre 1987

Textes authentiques : anglais et portugais.

Enregistré par le Brésil le 12 septembre 1988.

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN BRAZIL AND CANADA COVERING A TECHNICAL COOPERATION PROJECT TO IMPROVE THE DECISION-MAKING PROCESSES IN THE AREAS OF BRAZILIAN MINERAL POLICY, ECONOMICS AND ADMINISTRATION, SUPPLEMENTARY TO THE TECHNICAL COOPERATION AGREEMENT²

I

CANADIAN EMBASSY

AMBASSADE DU CANADA

B-163

Excellency,

With reference to the nota verbal No. DCOPT/DCS/46/644(B46)(B10) of October 23, 1984, of the Brazilian Ministry of External Relations as well as the Technical Cooperation Agreement between the Government of Canada and the Government of the Federative Republic of Brazil of April 2, 1975,² I have the honour to propose in the name of the Government of Canada, pursuant to Article II of the above-mentioned Agreement, the following Subsidiary Agreement covering a technical cooperation project to improve the decision-making processes in the areas of Brazilian mineral policy, economics and administration.

Article I. NATURE OF THE SUBSIDIARY AGREEMENT

Section 1.01

This Subsidiary Agreement is made pursuant to the Technical Co-operation Agreement between Canada and Brazil dated the 2nd day of April 1975 and is intended to set out the responsibilities of the two Governments in relation to the Project.

Article II. RESPONSIBLE AUTHORITIES

Section 2.01

(a) Canada designates the Canadian International Development Agency (hereinafter called "CIDA") as the agency responsible for the fulfillment of its obligations under this Subsidiary Agreement.

(b) CIDA will designate a Canadian consulting company (hereinafter referred to as the "CEA") as the agency responsible for the execution of this Project on its behalf.

¹ Came into force on 25 November 1987 by the exchange of the said notes.

² United Nations, *Treaty Series*, vol. 1020, p. 45.

Section 3.03

This Project shall have a duration of forty-eight (48) months from the date of the signature of this Subsidiary Agreement. If at the end of that period the Project is not completed in conformity with the provisions of this Subsidiary Agreement, it may be extended by common agreement of both Parties but will terminate, in any event, at the end of sixty (60) months.

Article IV. PLAN OF OPERATION

Section 4.01

For implementation of the Project, Canada and Brazil will develop a Plan of Operation which will contain, *inter alia*, the following:

- (a) A detailed description of the Project;
- (b) The methods and means to be used to carry out the Project;
- (c) Names of the persons responsible for carrying out the Project on behalf of Canada and Brazil;
- (d) The obligations, duties and responsibilities of Canada and Brazil together with their financial contributions;
- (e) An implementation and approximate disbursement schedule for the duration of the Project;
- (f) The periods of time over which the reviews and the evaluation mentioned in subparagraphs 3.02.3 and 3.02.4 might be performed and the means which may be used for these reviews and evaluation.

Article V. CONTRIBUTION OF CANADA

Section 5.01

The contribution of Canada shall consist of the provision of training, professional services of Canadian advisers, and the services of a Canadian agency for the implementation and the management of the Project. The total value of Canada's contribution shall not exceed one million and fifteen thousand Canadian dollars (Cdn\$ 1,015,000).

Section 5.02

Canada will more particularly provide the following:

- (a) Thirteen (13) person-months of advisory services in Brazil;
- (b) Forty-eight (48) person-months of short-term training in Canada and a scholarship for Masters degree at a Canadian university;
- (c) Facilities, equipment, materials and supplies needed for training in Canada in accordance with CIDA regulations;
- (d) International and local travel expenses, living allowances and other benefits for Brazilian training participants in Canada in accordance with CIDA regulations;
- (e) International travel expenses, salaries and allowances for Canadian specialists providing on-site research, training and advisory services in Brazil;

- (f) The services of the CEA to act as the executing agency for project administration, management and implementation.

Section 5.03

The Canadian contribution shall not be used to pay any taxes, fees, customs duties or any other levies or charges imposed directly or indirectly by Brazil on any equipment, materials or services purchased or acquired for, or related to the execution of the Project.

Article VI. CONTRIBUTION OF BRAZIL

Section 6.01

The contribution of Brazil shall consist of the provision of qualified personnel, labour, materials, facilities, equipment, services and other Project requirements. The total value of Brazil's contribution is three hundred sixty-five thousand Canadian dollars (Cdn\$ 365,000), to be disbursed in cruzados at the exchange rate in force on the dates of disbursement.

Section 6.02

Brazil will more particularly provide the following:

- (a) A counterpart project manager;
- (b) Salaries for DNPM employees involved in the Project or receiving training as part of the Project;
- (c) Thirteen (13) mining sector professionals, inclusive of salaries, for training in Canada and any additional support deemed by DNPM to be required to supplement the travel and living allowances provided by CIDA in accordance with CIDA regulations;
- (d) Approximately one hundred and fifty (150) Brazilian mining sector professionals for short-term training in Brazil, including the related travel and living expenses of these professionals;
- (e) Suitable furnished living accommodations or an accommodation allowance for the Canadian personnel working on Project activities in Brazil;
- (f) Transport in Brazil related to work assignments (including a per diem allowance for living expenses while on travel status) and to and from points of entry for Canadian specialists;
- (g) Translation services in Brazil, furnished office accommodation and other facilities necessary to enable the Canadian specialists to carry out their assignments effectively;
- (h) Any other support not specified in article V and necessary for the successful implementation of the Project, as long as both Parties have previously agreed to it.

Article VII. INFORMATION

Section 7.01

Each Party shall furnish to the other all such information relating to the Project as shall reasonably be requested.

*Article VIII. COMMUNICATIONS**Section 8.01*

Any communications or documents given, made or sent by either Brazil or Canada pursuant to this Subsidiary Agreement shall be in writing and shall be deemed to have been duly given or sent to the Party to which it is addressed at the time of its delivery by hand, mail, telegram, cable or radiogram at its respective address, namely:

For Brazil:

Departamento Nacional da Produção Mineral (DNPM)
San Quadra 1, Bloco "B"
Brasília, DF
Brazil

For Canada:

The President
Canadian International Development Agency
c/o Canadian Embassy
SES Av. das Nações, Lote 16
70.410, Brasília, DF
Brazil

Section 8.02

All communications and documents submitted to Canada shall be in either the English or the French language, and those submitted to Brazil shall be in the English language.

*Article IX. INTERPRETATION**Section 9.01*

Both Parties shall forward consultations and examine any divergencies related to this Subsidiary Agreement by means of diplomatic channels.

*Article X. ENTIRE UNDERSTANDING**Section 10.01*

This Subsidiary Agreement constitutes the entire understanding between the Parties with respect to the Project.

*Article XI. GENERAL PROVISIONS**Section 11.01*

This Subsidiary Agreement may be amended as deemed necessary by an exchange of diplomatic notes between Canada and Brazil.

Section 11.02

The necessary budgetary, financial and administrative measures heretofore taken by Canada and Brazil shall be continued and supplemented for the purposes of bringing this Project to its full completion.

In the event that the Government of the Federative Republic of Brazil agrees with the proposals included in Article I to Article XI, I propose that this note and the reply of Your Excellency, expressing the agreement of your Government, constitute a Subsidiary Agreement between our two Governments, to enter into force upon the date of Your Excellency's reply.

I would like to avail myself of the occasion to renew to Your Excellency the assurance of my highest consideration.

Brasília, 25 November 1987

[Signed]

JOHN P. BELL
Ambassador

His Excellency Roberto Costa de Abreu Sodré
Minister of External Relations
Brasília, DF

II

[PORTUGUESE TEXT — TEXTE PORTUGAIS]

Em 25 de novembro de 1987

DCOPT/45/A/ETEC L00 G08

Senhor Embaixador,

Tenho a honra de acusar recebimento da Nota B-163 de 25 de novembro de 1987, cujo teor em português é o seguinte:

“Senhor Ministro. Com referência à nota verbal nº DCOPT/DCS/46/644(B46)(B10), datada de 23 de outubro de 1984, do Ministério das Relações Exteriores do Brasil, bem como ao Acordo de Cooperação Técnica entre o Governo do Canadá e o Governo da República Federativa do Brasil, de 02 de abril de 1975, tenho a honra de propor, em nome do Governo do Canadá e nos termos do Artigo II do Acordo supramencionado, o seguinte Ajuste Complementar relativo a um projeto de cooperação técnica para aprimorar os processos de tomada de decisões nas áreas de política, economia e administração mineral no Brasil.

Artigo I. NATUREZA DO AJUSTE COMPLEMENTAR

Seção I.1

Este Ajuste Complementar dá prosseguimento ao Acordo de Cooperação Técnica entre o Canadá e o Brasil, datado de 02 de abril de 1975, e tem como objetivo determinar as responsabilidades dos dois governos em relação ao projeto.

[TRANSLATION — TRADUCTION]

25 November 1987

DCOPT/45/A/ETEC L00 G08

Sir,

I have the honour to acknowledge receipt of note B-163 dated 25 November 1987, which in Portuguese reads as follows:

[*See note I*]

2. In reply, I hereby inform you that the Government of the Federative Republic of Brazil agrees to the terms of the foregoing note, which, together with this note, shall constitute a Subsidiary Agreement between our two Governments, to enter into force on today's date.

I take this opportunity, etc.

His Excellency Mr. John Peter Bell
Ambassador Extraordinary and Plenipotentiary
of Canada
