

No. 26135

BRAZIL
and
FEDERAL REPUBLIC OF GERMANY

Agreement on cooperation in research and development in the field of environmental research and technology, supplementary to the General Agreement concerning cooperation in scientific research and technological development. Signed at Brasília on 14 October 1987

Authentic texts: Portuguese and German.

Registered by Brazil on 12 September 1988.

BRÉSIL
et
RÉPUBLIQUE FÉDÉRALE D'ALLEMAGNE

Accord de coopération en matière de recherche et de développement dans le domaine de la recherche et de la technologie sur l'environnement, complémentaire à l'Accord général de coopération dans les domaines de la recherche scientifique et du développement technique. Signé à Brasília le 14 octobre 1987

Textes authentiques : portugais et allemand.

Enregistré par le Brésil le 12 septembre 1988.

[TRANSLATION — TRADUCTION]

SUPPLEMENTARY AGREEMENT¹ ON COOPERATION IN RESEARCH AND DEVELOPMENT IN THE FIELD OF ENVIRONMENTAL RESEARCH AND TECHNOLOGY BETWEEN THE SPECIAL SECRETARIAT FOR THE ENVIRONMENT IN THE BRAZILIAN MINISTRY OF URBAN DEVELOPMENT AND ENVIRONMENT (SEMA) AND THE DEUTSCHE FORSCHUNGS- UND VERSUCHSANSTALT FÜR LUFT- UND RAUMFAHRT e.V. — (DFVLR)

The Special Secretariat for the Environment in the Brazilian Ministry of Urban Development and Environment (SEMA) and

The Deutsche Forschungs- und Versuchsanstalt für Luft- und Raumfahrt e.V. (DFVLR),

Considering that the Government of the Federative Republic of Brazil and the Government of the Federal Republic of Germany signed, on 9 June 1969, a General Agreement concerning cooperation in scientific research and technological development² (hereinafter referred to as the "Governmental Agreement"),

Bearing in mind that article 1, paragraph 3, of the Governmental Agreement provides for the signing of special agreements on cooperation between agencies appointed by the Contracting Parties to that Agreement, and

Desiring to enhance and expand their cooperation in scientific research and technological development,

Have agreed as follows:

Article I. PURPOSE

The purpose of the cooperation intended in this Special Agreement shall be to carry out programmes, projects and other joint activities in the field of scientific research and technological development for protecting the environment.

Article II. ORGANIZATION AND COORDINATION OF THE COOPERATION

1. The DFVLR shall hereby designate the following organizations to organize and coordinate implementation and execution of the cooperation activities to be carried out by partners from the Federal Republic of Germany:

— Projektträgerschaft Arbeit, Umwelt und Gesundheit (PT-AUG) of the DFVLR; and

— Internationales Büro der GKSS — Forschungszentrum Geesthacht GmbH (IB-GKSS).

2. For the purposes of this Special Agreement, the organizations in the Federal Republic of Germany referred to in paragraph 1 above, and SEMA, shall be referred to as "Agencies".

¹ Came into force provisionally on 14 October 1987, the date of signature, and definitively on 11 March 1988 by an exchange of notes to that effect, in accordance with article XIII (1).

² United Nations, *Treaty Series*, vol. 833, p. 151.

3. The Agencies may designate public or private organizations in Brazil and in the Federal Republic of Germany to execute specific projects under this Special Agreement. Such organizations shall hereinafter be referred to as “partners”, and may send experts to participate in the projects.

4. The Agencies shall keep each other informed of the persons and organizations to be contacted for each project.

Article III. SCOPE OF COOPERATION

1. The cooperation under this Special Agreement shall cover, initially, the following fields:

- Development and adaptation, construction, setting up and testing of an installation for demonstrating low emission electrolytic galvanization;
- Specific problems in the paper and cellulose industry;
- Protecting historical monuments against the environmental impact;
- [— Research into atmospheric pollution and its impact on vegetation;]¹
- Treatment of hazardous wastes;
- Drinking-water supply properly assisted by reverse osmosis;
- Anaerobic treatment of wastes.

2. The fields of cooperation covered in this Special Agreement may be extended by mutual agreement in line with the procedures set forth in article V below.

Article IV. FORMS OF COOPERATION

In the spirit of the Governmental Agreement, cooperation may take the following forms:

- (a) Execution of joint research and development projects and programmes for solving problems of special interest to both Parties;
- (b) Promotion of joint projects to be executed by or in cooperation with industrial companies of Brazil and the Federal Republic of Germany;
- (c) Exchange of personnel (scientists, experts, technicians, etc.) for joint research, training, mutual consultation and the exchange of experiences, including also support for the exchange of scientific personnel via other specialized institutions (such as CAPES, CNPq and DAAD);
- (d) Exchange of information and scientific data;
- (e) Planning and carrying out of scientific events (workshops, seminars, symposia, discussions) on topics of interest to both Parties;
- (f) Exchange of scientific equipment, materials and samples necessary for implementing joint projects and programmes, [in accordance with the respective national legislations];¹
- (g) Other mutually agreed activities.

¹ The text between brackets does not appear in the authentic German text.

Article V. COOPERATION IN PROGRAMMES AND PROJECTS

1. The Agencies shall review the joint programmes for the following two years annually in sufficient time for its presentation to the Brazilian-Germano Mixed Commission for Scientific and Technological Cooperation.

2. The Agencies shall keep each other informed of the status and progress of the programmes, projects and other activities carried out under this Special Agreement, and shall submit an annual report to the Brazilian-Germano Mixed Commission for Scientific and Technical Cooperation.

3. The Agencies shall examine and/or approve where they deem fit, on a case by case basis, the joint projects which the partners of each country propose to execute.

4. The Agencies shall express their approval, in each case, of joint projects of industrial enterprises in the Federal Republic of Germany and Brazil. The details of such projects shall be specified by the partners concerned in project agreements which shall provide at least information concerning:

- The purpose of the project and the scope of the activities;
- Objectives of the project;
- Financial questions;
- Work plan;
- Time schedule;
- Intellectual property rights, patents and licences.

5. The project agreements shall be submitted to the Agencies. Where necessary, *ad hoc* committees for such projects may be established. The rules of procedure for such committees shall be established by mutual agreement.

Article VI. EXCHANGE OF PERSONNEL

Unless otherwise agreed, the exchange of personnel shall be subject to the following regulations:

(1) Prior to sending personnel, the Agencies or third parties duly authorized by the signatories of this Special Agreement (hereinafter referred to as "partners") shall reach agreement on each of the following items:

- Name, qualifications and other data of the person to be sent;
- Purpose of the assignment;
- Field of activities to be developed;
- Duration and place of assignment.

(2) The personnel sent shall be employees of the sending partner during the period of assignment.

(3) The sending partner shall inform its personnel to carry out its instructions during the assignment and to comply with the general and safety regulations of the receiving partner.

(4) Upon completing their assignment, the personnel sent shall submit to the receiving partner and to the sending partner a report, in English, on their experiences and on the activities carried out during the assignment.

(5) In justified cases, and at the request of the receiving partner, the sending partner shall terminate the assignment of a fellow employee and send another such person in his place, after coordination with the receiving partner.

Article VII. COSTS AND INSURANCE

Matters concerning costs and insurance shall be governed by the following provisions, unless otherwise agreed:

(1) The sending partner shall defray any travel costs of the personnel between the point of departure and the point of arrival. Where the need for air transport within the receiving country is known beforehand, this stretch shall be included in the international air ticket.

(2) The sending partner shall bear the cost of the salaries of the personnel sent; the receiving partner shall pay an appropriate amount for living expenses (daily subsistence, cost of accommodation and any other expenses arising from special arrangements), the total of which shall be established by mutual agreement.

(3) Where official travel is arranged for personnel on assignment, the receiving partner shall pay all the costs in accordance with the regulations of its Agency.

(4) The sending partner shall take out, on behalf of the personnel sent and for the period of assignment, a life, personal accident and third-party insurance policy.

(5) The sending partner shall pay all the expenses of personnel that are unrelated to the duties performed under this Agreement.

(6) The receiving partner, while having regard to the respective national laws, shall help the personnel sent to comply with formalities such as securing visas, work permits and other official documents.

Article VIII. NON-PATENTABLE RESEARCH RESULTS

Non-patentable and non-confidential research results obtained by any person participating in this exchange programme may be freely utilized by any organization or institution of the Federative Republic of Brazil and of the Federal Republic of Germany, provided that the interests of the partners involved are safeguarded.

Article IX. CONFIDENTIALITY AND USE OF INFORMATION

1. All non-published scientific information obtained from the institution of the receiving partner by sent personnel, as well as all documents relevant to such information, shall be deemed to be confidential. Information and data declared confidential by an Agency shall not be divulged to third parties without the prior written consent of the other Agency.

2. Data and information relevant to the cooperation referred to in article III of this Special Agreement shall be exchanged through the Agencies, provided that such exchange is not prohibited by any applicable laws or regulations, or by any agreement with third parties.

Article X. RESPONSIBILITIES

1. Except in confirmed cases of wilfulness, imprudence, negligence or incompetence, the Agencies shall not be held responsible for personal or material damage resulting from activities carried out under the present Special Agreement.

2. The Agencies shall not be held responsible for damage resulting from the use of information and data provided pursuant to this Special Agreement.

3. No insurance claim that may result from the above-mentioned causes shall be affected by this waiver of responsibility.

Article XI. CUSTOMS AND TAXES

The Agencies shall assist each other in facilitating customs and tax formalities, particularly with regard to the import and export of materials, systems, equipment and samples that are necessary for cooperation and with regard to articles for the personal and domestic use of the personnel exchanged under the present Special Agreement.

Article XII. LANGUAGE; AMENDMENTS; SIGNATURE; INTEGRAL PARTS

1. This Special Agreement shall be assigned in two originals, in the Portuguese and German languages, both texts being equally valid and authentic.

2. Any annexes that may be proposed and approved shall constitute integral parts of this Special Agreement.

3. Amendments and addendums to the present Special Agreement shall have legal effect provided that they have been confirmed in writing through the diplomatic channel.

4. The working language for implementing and executing this Special Agreement shall be English.

Article XIII. ENTRY INTO FORCE; DURATION; TERMINATION

1. This Special Agreement shall enter into force [provisionally]¹ on the date of its signature [and definitively when the Government of the Federative Republic of Brazil and the Government of the Federal Republic of Germany exchange the relevant notes.]¹ It shall remain in force indefinitely unless denounced in accordance with the provisions of paragraph 2 below.

2. This Special Agreement may be denounced, subject to prior notice of one year from the date of notification. Such denunciation shall be made in writing and through the diplomatic channel. Denunciation shall not affect projects and programmes that are in progress, unless the Agencies and partners of the projects or programmes otherwise agree.

Article XIV. ARBITRATION

1. Any disputes arising from this Special Agreement or relating to its execution shall be settled amicably, through consultations or negotiations between the Agencies of this Special Agreement, in conformity with the provisions of the Governmental Agreement.

¹ The text between brackets does not appear in the authentic German text.

2. Where such settlement is not possible within a reasonable period and despite their best efforts, the Agencies shall submit the problem to the Brazilian-Germano Mixed Commission for Scientific and Technological Cooperation.

DONE at Brasília, on 14 October 1987.

For the Special Secretariat for the Environment in the Ministry of Urban Development and Environment:

[ROBERTO MESSIAS FRANCO]

For the Deutsche Forschungs- und Versuchsanstalt für Luft- und Raumfahrt e.V.:

[ULRICO DAUNERT]