

No. 26358

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**BRAZIL**  
and  
**CANADA**

**Exchange of notes constituting an Agreement concerning a technical cooperation project for vocational training and technical assistance in the field of furniture and woodwork (with annex), supplementary to the Technical Cooperation Agreement of 2 April 1975. Brasília, 25 July 1988**

*Authentic texts: Portuguese and French*

*Registered by Brazil on 21 December 1988*

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**BRÉSIL**  
et  
**CANADA**

**Échange de notes constituant un accord concernant un projet de coopération technique pour la formation professionnelle et l'assistance technique dans le secteur du bois et du mobilier (avec annexe), complémentaire à l'Accord de coopération technique du 2 avril 1975. Brasília, 25 juillet 1988**

*Textes authentiques : portugais et français.*

*Enregistré par le Brésil le 21 décembre 1988.*

## [TRANSLATION — TRADUCTION]

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF THE FEDERATIVE REPUBLIC OF BRAZIL AND THE GOVERNMENT OF CANADA CONCERNING A TECHNICAL COOPERATION PROJECT FOR VOCATIONAL TRAINING AND TECHNICAL ASSISTANCE IN THE FIELD OF FURNITURE AND WOODWORK, SUPPLEMENTARY TO THE TECHNICAL COOPERATION AGREEMENT OF 2 APRIL 1975<sup>2</sup>

## I

## CANADIAN EMBASSY

B-046

Sir,

With reference to the note verbale No. DCOPT/DCS/28/644 (B46) (B10) of 4 July 1984 from the Brazilian Ministry of External Relations, as well as the Technical Cooperation Agreement of 2 April 1975, between the Government of Canada and the Government of the Federative Republic of Brazil,<sup>2</sup> I have the honour to propose, on behalf of the Government of Canada and pursuant to article II of the above-mentioned Agreement, the following Subsidiary Agreement concerning a technical cooperation project for vocational training and technical assistance in the field of furniture and woodwork.

*Article I. NATURE OF THE SUBSIDIARY AGREEMENT*

This Subsidiary Agreement is a follow-up to the Technical Cooperation Agreement of 2 April 1975 between Canada and Brazil and assigns responsibilities to the two Governments with respect to the Project.

*Article II. RESPONSIBLE AUTHORITIES*

1. Canada hereby designates:
  - (a) The Canadian International Development Agency (hereinafter referred to as "CIDA") as the agency responsible for the fulfilment of its obligations under this Subsidiary Agreement;
  - (b) CIDA hereby designates the Victoriaville Collège d'enseignement général et professionnel (hereinafter referred to as "CEGEP") as the agency responsible for executing this Project on its behalf.
2. Brazil hereby designates:
  - a) The Brazilian Cooperation Agency (hereinafter referred to as "ABC") as the agency responsible for the fulfilment of its obligations under this Subsidiary Agreement;

<sup>1</sup> Came into force on 25 July 1988 by signature.

<sup>2</sup> United Nations, *Treaty Series*, vol. 1020, p. 45.

- b) The Ministry of Labour (hereinafter referred to as “MTb”) as the agency responsible for coordinating the execution of this Project; and
- c) The Serviço Nacional de Apredizagem Industrial (hereinafter referred to as “SENAI”) as the agency responsible for the implementation and administration of Brazil’s share of the Project.

### Article III. THE PROJECT

1. Canada and Brazil shall participate in a technical cooperation project for vocational training and technical assistance in the field of furniture and woodwork (hereinafter referred to as the “Project”). The aim of the Project is to enable SENAI to obtain appropriate services in terms of technical assistance, a testing laboratory and specialized training and will be achieved through the following activities:

- a) Practical training in Canada for Brazilian technicians in the field of furniture and woodwork;
- b) Training and consultancy services in Brazil by Canadian specialists;
- c) Provision of essential equipment.

2. CEGEP will work closely with SENAI in selecting scholarship recipients, organizing travel, choosing the necessary housing for Brazilian technicians and Canadian specialists, monitoring the progress of Project activities and planning and executing training and technical assistance activities.

3. CIDA shall provide ABC, MTb and SENAI with project progress reports, which shall be prepared every six months by CEGEP.

4. CEGEP, SENAI, CIDA and ABC shall, every six months, conduct joint operational reviews of activities in progress.

5. The Project shall be subject to a final evaluation, according to the criteria of CIDA, SENAI and ABC. This evaluation shall be carried out according to a procedure determined by agreement among the parties concerned.

6. At the end of the Project, SENAI shall provide CEGEP with a letter confirming that the Project has been completed in accordance with the provisions of this Subsidiary Agreement.

7. This Project shall be carried out over a period of twelve (12) months from the date of signature of this Subsidiary Agreement. If, at the end of this period, the Project has not been completed according to the provisions of this Subsidiary Agreement, it may be extended by agreement between the Parties but must, without fail, be terminated within a period of twenty-four (24) months.

### Article IV

1. For the execution of the Project, Canada and Brazil shall develop a plan of operations which shall set forth, *inter alia*:

- a) A detailed description of the Project;
- b) The methods and means to be used to carry out the Project;
- c) The 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 respective financial contributions;

- e) An implementation and approximate disbursement schedule for the duration of the Project;
- f) The periods when the reviews and the evaluation mentioned in article III, paragraphs 4 and 5, shall be performed and the means by which they may be carried out.

#### *Article V. THE CONTRIBUTION OF CANADA*

1. The Canadian contribution shall consist of the provision of training, the professional services of Canadian consultants, equipment and the services of CEGEP for the execution and administration of the Project. The total Canadian contribution shall not exceed \$Can 498,000 (four hundred and ninety-eight thousand Canadian dollars).

2. More specifically, Canada shall provide the following:

- a) Seventeen (17) person-months of training in Canada;
- b) Twenty-six (26) person-months of consultancy services in Brazil;
- c) The equipment needed to carry out the Project, in accordance with the list contained in annex A hereto;
- d) The facilities, equipment, materials and supplies needed for training in Canada, in accordance with CIDA regulations;
- e) National and international travel expenses, subsistence allowances and other benefits for Brazilian trainees in Canada, in accordance with CIDA regulations;
- f) International travel expenses, salaries and allowances for Canadian specialists providing consultancy and research services and teaching advanced vocational training courses in Brazil;
- g) The services of CEGEP for the execution, administration and operation of the Project.

3. The Canadian contribution may not be used to pay taxes, import duties or any other charges imposed directly or indirectly by Brazil on equipment, materials or services bought or acquired by the Project or related to its execution.

#### *Article VI. THE CONTRIBUTION OF BRAZIL*

1. The Brazilian contribution shall consist of the provision of qualified personnel, support staff, materials, facilities, equipment and services needed for the Project. The total Brazilian contribution shall be \$Can 253,714 (two hundred and fifty-three thousand, seven hundred and fourteen Canadian dollars), to be paid in cruzados at the exchange rate in force on the date of each disbursement.

2. More specifically, Brazil shall provide the following:

- a) A counterpart Project coordinator;
- b) Salaries for SENAI and MTb officials participating in the Project or receiving training as part of the Project;
- c) Six (6) technicians in the field of furniture and woodwork for training in Canada, including their salaries and any other support which SENAI may deem necessary to supplement the allowances and travel expenses paid by CIDA, in accordance with CIDA regulations;

- d) Suitable furnished living accommodation or accommodation allowances for Canadian personnel working on the Project in Brazil;
- e) Work-related transportation within Brazil to and from points of entry into the country, and per diem travel allowance, for Canadian personnel;
- f) Translation services in Brazil, office space and other facilities necessary for the effective execution of the activities of Canadian personnel;
- g) Any other support not specified in article V above and necessary for the satisfactory implementation of the Project, subject to prior agreement between the Parties.

#### *Article VII.* INFORMATION

Each of the Parties shall, to the extent possible, provide the other with all necessary information that may be requested.

#### *Article VIII.* COMMUNICATIONS

1. All communications or documents to be transmitted, prepared or sent by the Government of the Federative Republic of Brazil or the Government of Canada concerning this Subsidiary Agreement shall be in writing and shall be deemed to have been duly received by the other Party when delivered by hand, mail, telegram, telex or radiogram to their respective addresses, namely:

For Brazil:

Diretoria de Cooperação Internacional  
Departamento Nacional do SENAI  
SBN, Bloco B, Ed. Roberto Simonsen, 4º andar  
70.040 Brasília, D.F.  
Brazil

For Canada:

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

2. All communications and all documents addressed to Canada shall be in English or French, and those addressed to Brazil shall be in French.

#### *Article IX.* INTERPRETATION

The Parties shall undertake consultations and examine any differences of opinion relating to this Subsidiary Agreement through the diplomatic channel.

#### *Article X.* GENERAL UNDERSTANDING

1. Annex A shall form an integral part of this Subsidiary Agreement.

#### *Article XI.* GENERAL PROVISIONS

1. This Subsidiary Agreement may be amended, if necessary, through an exchange of diplomatic notes between Canada and Brazil.

2. The budgetary, financial and administrative measures heretofore taken by Canada and Brazil shall be continued and supplemented for the purpose of ensuring the satisfactory completion of the Project.

Should the Government of the Federative Republic of Brazil accept the proposals contained in articles I to XI above, I have the honour to propose that this Note and your reply expressing the agreement of your Government shall constitute a Subsidiary Agreement between our two Governments, to enter into force on the date of your reply.

Accept, Sir, etc.

Brasília, 25 July 1988

[*Signed*]

JOHN P. BELL  
Ambassador

His Excellency Mr. Roberto Costa de Abreu Sodré  
Minister for Foreign Affairs  
Brasília, D.F.

## ANNEX A

## LIST OF EQUIPMENT

- |   |   |
|---|---|
| (1) One abrasion tester                             | (26) One finish viscosimeter  |
| (2) One adherence tester                            | (27) One direct-read thickness gauge for wet finish                 |
| (3) One scratch-resistance tester                   | (28) One thickness gauge  |
| (4) One sandblasting abrasion tester                | (29) One drying chamber   |
| (5) One pinhole detector                            | (30) One humidity chamber   |
| (6) One flammable gas detector                      | (31) Three professional timers (1/100 of a minute)                  |
| (7) One slip-resistance tester                      | (32) One professional timer (1/5 of a second and 1/100 of a minute) |
| (8) One applicator                                  | (33) One digital-display counter                                    |
| (9) One durometer                                   | (34) One electric alarm counter                                     |
| (10) One rotary viscosimeter (stormer)              | (35) One timer stand with 3 supports                                |
| (11) One runoff cup                                 | (36) One timer stand with 1 support                                 |
| (12) One microscope                                 | (37) One digital tachometer   |
| (13) One psychrometer                               | (38) One centrifuge   |
| (14) Six hygrometers                                | (39) One pyrometer  |
| (15) One dial hygrometer                            | (40) One resistance hygrometer                                      |
| (16) One dial thermometer                           | (41) One portable digital anemometer                                |
| (17) One hygrothermometer                           | (42) One bubble viscosimeter  |
| (18) Two illuminating inspecting magnifiers         | (43) One precision sonometer and octave analyser                    |
| (19) One hand-held magnifier                        | (44) One "banana-type" magnetic thickness gauge                     |
| (20) One magnifier with cross-hairs                 | (45) One curvometer   |
| (21) One scale (electronic analytic)                |   |
| (22) One impact tester (gravity tube-type)          |   |
| (23) One varnish comparator                         |   |
| (24) One apparatus to record drying time (1 hour)   |   |
| (25) One apparatus to record drying time (24 hours) |   |

## II

25 July 1988

ABC/DAI/28/ETEC L00 G08

Sir,

I have the honour to acknowledge receipt of your Note B-046 dated 25 July 1988, which in Portuguese reads as follows:

*[See note I]*

In reply, I wish to inform you that the Brazilian Government 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.

*[Signed]*

ROBERTO DE ABREU SODRÉ

*[Annex as under note I]*

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

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