

No. 26505

**BRAZIL
and
FRANCE**

Agreement in the fields of aeronautics and space, supplementary to the Agreement on technical and scientific cooperation. Signed at Paris on 15 February 1989

Authentic texts: Portuguese and French.

Registered by Brazil on 24 April 1989.

**BRÉSIL
et
FRANCE**

Arrangement dans les domaines aéronautique et spatial, complémentaire à l'Accord de coopération technique et scientifique. Signé à Paris le 15 février 1989.

Textes authentiques : portugais et français.

Enregistré par le Brésil le 24 avril 1989.

[TRANSLATION — TRADUCTION]

AGREEMENT¹ IN THE FIELDS OF AERONAUTICS AND SPACE,
SUPPLEMENTARY TO THE AGREEMENT ON TECHNICAL
AND SCIENTIFIC COOPERATION BETWEEN THE BRAZILIAN
GOVERNMENT AND THE FRENCH GOVERNMENT

The Government of the Federative Republic of Brazil and
The Government of the French Republic,
Hereinafter referred to as “the Parties”,

Considering the provisions of articles I and VII of the Agreement on Technical and Scientific Cooperation of 16 January 1967, signed by the Government of the Federative Republic of Brazil and the Government of the French Republic,²

Considering that both Governments wish to develop scientific and technological cooperation in the fields of aeronautics and space, on a basis of mutual advantage,

Have agreed on the following provisions:

Article I

The purpose of this Agreement is to promote bilateral cooperation projects and training programmes in the fields of aeronautics and space, as defined by agreement between the Parties, to be implemented by agencies and Ministries.

Article II

Franco-Brazilian cooperation in the aeronautical and space sectors shall take the following forms:

(a) Preferably, bilateral cooperation projects, hereinafter referred to as “co-operation projects”. The projects shall be of several years’ duration. Their objectives and the allocation of costs shall be determined by agreement;

(b) Academic training leading to the awarding of diplomas, hereinafter referred to as “training programmes”, which shall take place:

- (i) In France, through academic and training programmes for Brazilian specialists (technicians, engineers, scientists and scientist-engineers and either practical industrial training courses of direct relevance to such diplomas, or training courses in research centres of direct relevance to such diplomas;
- (ii) In Brazil, through the organization and establishment of training and advanced training courses to be given by French experts.

Article III

1. For the purposes of the execution of the bilateral cooperation projects provided for in article II (a) of this Agreement:

¹ Came into force on 15 February 1989 by signature, in accordance with article XII (1).

² United Nations, *Treaty Series*, vol. 712, p. 187.

(a) The Brazilian Party designates the Ministry of Aeronautics and the Brazilian Commission for Space Activities (COBAE), within their respective fields of competence;

(b) The French Party designates the International Aeronautic and Space Training Centres (FIAS). FIAS shall provide the executive secretariat and shall communicate to the competent French authorities the topics for cooperation proposed by the Brazilian Party with a view to the establishment in France of Committees to consider those topics.

2. The implementation of the training programmes provided for in article II (b) of this Agreement shall be entrusted:

(a) On behalf of the French Party: (FIAS),

(b) On behalf of the Brazilian Party, to the National Scientific and Technological Development Council (CNPq).

Article IV

1. With regard to the bilateral cooperation projects provided for in article II (a) above, each Party shall propose topics which it deems appropriate and identify those which could become cooperation projects. When the two Parties have reached agreement, preliminary draft projects shall be formulated, which may include research and scientific, technological and technical cooperation.

2. The Party which has drawn up the preliminary draft project shall then formulate the project, which shall include the following components:

- Objectives,
- Partners,
- Goals,
- Timetable,
- Resources and periods of practical industrial and technical training,
- Funding,
- Executing agencies.

Article V

The Parties shall decide by agreement on the allocation of costs for feasibility studies on the topics and the formulation of the cooperation projects described in article IV.

Article VI

The allocation of the costs related to each cooperation project shall be the subject of a specific agreement between the Parties.

Article VII

With regard to the training programmes provided for in article II (b) of this Agreement:

1. FIAS shall be responsible for:

(a) The selection, in conjunction with CNPq, of the Brazilian specialists to go to France;

(b) The reception of the Brazilian specialists on their arrival in France in order to assist with the various administrative formalities;

(c) The organization of the travel of the Brazilian specialists to their final place of assignment and of other travel necessary in connection with their training;

(d) Advanced language, scientific and technical training;

(e) Orientation and final placement of the Brazilian specialists in French institutions, in conjunction with CNPq, after an evaluation of the level of their linguistic, scientific and technical capabilities;

(f) The resolution of all administrative and educational problems during the period spent in France in connection with the participation of the specialists in the programme;

(g) The preparation and transmission of quarterly reports on academic progress and general welfare, and a report on the payment of expenses;

(h) The transmission to the specialists of course diplomas or certificates obtained in French schools or institutes;

(i) The selection and dispatch of French experts, to be approved by CNPq, to give courses in Brazil.

2. CNPq shall be responsible for:

(a) The preselection of Brazilian specialists to go to France;

(b) The promotion and coordination of training programmes with the Brazilian entities concerned;

(c) The coordination, recruitment and preselection of Brazilian candidates for activities carried out in Brazil;

(d) The coordination of activities carried out in Brazil with the participation of French experts;

(e) Administrative measures relating to the stay of such experts for periods of no more than 30 days, corresponding to the conduct in Brazil of the activities specified above.

Article VIII

1. With regard to the cost of the training activities referred to in article II (b), FIAS shall take the necessary steps to cover the expenses relating to:

(I) Travel of the Brazilian specialists within France to their place of assignment and other travel related to their training;

(II) Advanced language, scientific and technical training;

(III) Academic supervision;

(IV) Classes (50 per cent) in specialized graduate courses; Classes in graduate courses leading to the award of the diploma of engineer or scientist-engineer (100 per cent);

(V) International travel of French experts to Brazil;

(VI) Salary and social security payments for a stay of no more than 30 days.

This allocation of costs may be revised at the annual meeting provided for in article IX and shall not affect ongoing activities.

2. With regard to the costs of the training programmes referred to in article II (b), CNPq shall be responsible for expenses relating to:

- (I) Subsistence allowances for the Brazilian personnel;
- (II) Return trips between Brazil and France for the Brazilian personnel;
- (III) Social security coverage and administrative costs for the Brazilian personnel;
- (IV) Daily subsistence allowance for French experts for periods of no more than 30 days;
- (V) Any travel by French experts during missions in Brazil for the purpose of carrying out the tasks specified in their work programme;
- (VI) Classes (50 per cent) in the specialized courses referred to in paragraph 1, sub-paragraph IV, of this article in addition to the amounts to be paid by the French Secretariat (FIAS) referred to in paragraph 1, sub-paragraph IV, of this article.

Article IX

1. The Parties agree to meet annually following the meeting of the Franco-Brazilian Working Group on Scientific and Technical Cooperation in order to implement the provisions of this Agreement.

2. Cooperation projects shall be submitted to the other Party at least three months prior to the meeting.

3. With regard to the training programme, the meeting should be used to:
- Establish training programmes of one or several years duration,
 - Draw up the programmes of studies estimates of costs and a corresponding funding schedule,
 - Evaluate the results obtained.

Article X

Any difference of opinion concerning the application or interpretation of this Agreement shall be settled by negotiation between the Parties.

Article XI

This Agreement shall not impede the development of relations between enterprises of the two Parties in the field of aeronautics and space, nor shall it affect any intergovernmental agreements in force in the process of negotiation.

Article XII

1. This Agreement shall enter into force on the date of its signature. It shall remain in force for a period of five years and shall be automatically renewed for periods of the same length.

2. This Agreement may be denounced by either Party by notification through the diplomatic channel. The denunciation shall be effective six months after receipt of such notification.

3. The denunciation of this Agreement shall not affect ongoing activities, which shall be completed unless the Parties decide otherwise.

4. This Agreement may be amended through the diplomatic channel on the initiative of one of the Parties after both Parties have accepted the amendment.

DONE at Paris, on 15 February 1989, in duplicate in the French and Portuguese languages, both texts being equally authentic.

For the Government
of the Federative Republic
of Brazil:

[*Signed*]

JOÃO HERMES PEREIRA DE ARAUJO

For the Government
of the French Republic:

[*Signed*]

JACQUES LAUREAU
