

No. 26913

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**BRAZIL**  
**and**  
**DOMINICAN REPUBLIC**

**Agreement on technical, scientific and technological cooperation. Signed at Santo Domingo on 8 February 1985**

*Authentic texts: Portuguese and Spanish.*

*Registered by Brazil on 24 October 1989.*

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**BRÉSIL**  
**et**  
**RÉPUBLIQUE DOMINICAINE**

**Accord de coopération technique, scientifique et technologique. Signé à Saint-Domingue le 8 février 1985**

*Textes authentiques : portugais et espagnol.*

*Enregistré par le Brésil le 24 octobre 1989.*

## [TRANSLATION — TRADUCTION]

AGREEMENT<sup>1</sup> ON TECHNICAL, SCIENTIFIC AND TECHNOLOGICAL COOPERATION BETWEEN THE GOVERNMENT OF THE FEDERATIVE REPUBLIC OF BRAZIL AND THE GOVERNMENT OF THE DOMINICAN REPUBLIC

The Government of the Federative Republic of Brazil and  
The Government of the Dominican Republic,  
Hereinafter referred to as the Contracting Parties,

In view of their common objectives of economic and social development and improvement of the quality of life of their peoples,

Considering that scientific, technical and technological cooperation between the two countries and application of the results thereof to production processes will contribute to their mutual efforts to achieve their common objectives, and

Desiring to expand such cooperation,

Have agreed as follows:

*Article I*

1. The Contracting Parties shall periodically determine the areas in which cooperation and/or joint research endeavours in the development of specific scientific, technical and technological sectors would be most mutually advantageous and most likely to achieve the objectives of this Agreement. The Contracting Parties shall establish priorities to that end.

2. The Contracting Parties shall promote joint or coordinated scientific, technical and technological activities in the priority areas established in accordance with paragraph 1, and shall work together for the immediate application of the results obtained.

*Article II*

1. Supplementary operational agreements may be concluded within the framework of this Agreement between Brazilian and Dominican governmental bodies or between private national institutions designated by each Contracting Party, with a view to implementing this Agreement in specific priority areas.

2. The supplementary operational agreements concluded by the various bodies and institutions under the terms of this Agreement shall enter into force through the diplomatic channel.

3. The supplementary operational agreements referred to in paragraph 1 shall specify financial sources and operational arrangements, in accordance with the particular aims and the nature of the bodies or institutions involved, and shall stipulate

<sup>1</sup> Came into force on 30 September 1988, the date of the last of the notifications (of 10 December 1987 and 30 September 1988) by which the Contracting Parties informed each other of the completion of their legal procedures, in accordance with article XIII (1).

the procedures for submitting reports on consequent activities to the Joint Commission established under article VI.

### *Article III*

In order to fulfil the purposes of this Agreement, the Contracting Parties agree to:

- (a) Convene meetings to discuss and exchange information;
- (b) Exchange teachers, scientists, researchers, experts and technicians (hereinafter referred to as specialists);
- (c) Engage in a direct exchange of information in the relevant fields;
- (d) Undertake joint or coordinated implementation of programmes and/or projects relating to scientific research or technical and technological development with a view to appropriate adaptation of techniques and technologies to specific conditions and to application of the results thereof to production processes; and
- (e) Undertake other forms of cooperation as required by the circumstances and as mutually agreed.

### *Article IV*

1. Scientific, technical and technological information shall be exchanged between the Contracting Parties or through bodies designated by each Party.
2. The Contracting Party or the designated body supplying this type of information may, if it deems it appropriate, request the other Party or body to restrict dissemination of such information to third parties. If it is considered possible or advisable to make the information generally available, the two Contracting Parties must agree on the conditions and purpose of such discrimination.

### *Article V*

1. The Contracting Party receiving specialists sent by the other Party shall provide the appropriate personnel needed for the efficient implementation of the activity, project or programme in question.
2. The visiting specialist and the personnel of the receiving country shall exchange not only all technical information relating to the methods and practices to be followed in executing the various projects and programmes but also the principles and scientific theories on which they are based.

### *Article VI*

1. The Contracting Parties decide to establish a Joint Commission, which shall meet alternately in Brazil and in the Dominican Republic, on dates agreed through the diplomatic channel, whenever the two Contracting Parties deem it advisable, in connection with the implementation of this Agreement and of activities carried out under the supplementary operational agreements referred to in article II.
2. The Joint Commission shall be the appropriate forum for:
  - (a) Reviewing, periodically, the priority areas referred to in article 1;
  - (b) Formulating two-year or multi-year programmes of activities;
  - (c) Reviewing the implementation of this Agreement and of supplementary operational agreements concluded in accordance with article II;

(d) Making recommendations to the two Contracting Parties concerning the implementation of this Agreement, including any programmes initiated directly under the Agreement or under supplementary operational agreements.

3. The Joint Commission shall be kept informed of the progress of projects and programmes established by supplementary operational agreements.

4. The Joint Commission may establish special working groups, which may meet concurrently with the sessions of the Joint Commission, or during the periods between those sessions, with a view to considering reports on the progress of the activities referred to in paragraph 3 and reviewing the implementation of specific aspects of this Agreement or of operational agreements supplementary to it.

5. Contacts between the Contracting Parties within the framework of this Agreement in the intervals between sessions of the Joint Commission and meetings of the working groups shall take place through the diplomatic channel or through bodies or institutions designated by each party.

#### *Article VII*

The financing of the various forms of scientific, technical and technological cooperation provided for in this Agreement and the terms and conditions of daily subsistence allowances, expense allowances, travel costs, medical assistance and other benefits to be provided to the specialists referred to in article III (b) shall be stipulated in the supplementary operational agreements referred to in article II.

#### *Article VIII*

Each Contracting Party shall grant the following facilities to the specialists designated to perform their functions in the territory of the other Party under the supplementary agreements provided for in article II, as well as to the members of their immediate families:

(a) An official visa free of charge, valid for the period of their mission in the host country;

(b) Exemption from taxes and other import duties on personal and household effects intended for their initial installation, if they are to stay in the host country for more than a year;

(c) The same exemption when said effects are re-exported;

(d) Exemption from taxes on wages, salaries and allowances paid to them by the sending institution. In the case of remuneration and daily subsistence allowances paid by the receiving institution, the legislation of the receiving country shall apply, subject to any double taxation agreements concluded between the Parties.

#### *Article IX*

The two Contracting Parties shall exempt from all tariffs and taxes both the import and the export from one country to the other of goods, equipment and materials required for the implementation of this Agreement and of operational agreements supplementary to it. Such goods, equipment and materials shall be re-exported to the sending Party upon completion of the programmes and projects for which they were intended, unless they are donated to the receiving Party.

*Article X*

The selection of specialists shall be done by the sending Contracting Party and shall be approved by the receiving Contracting Party.

*Article XI*

1. The Contracting Parties may, with each other's consent, seek the financing and participation of international organizations or other interested countries in activities, projects and programmes resulting from this Agreement.

2. The Contracting Parties may cooperate, with each other's consent, directly or through bodies designated by them, in third countries which request their co-operation.

*Article XII*

This Agreement shall be implemented in accordance with the legislation and administrative practices of each of the Contracting Parties.

*Article XIII*

1. Each Contracting Party shall notify the other of the full satisfaction of the requirements under its national legislation for the approval of this Agreement, which shall enter into force on the date of the second notification.

2. This Agreement shall remain in force for a period of five years and shall be automatically renewable for successive five-year periods.

3. This Agreement may be denounced by either Contracting Party by notification through the diplomatic channel. The Agreement shall terminate six months after the date of receipt of the notification of denunciation.

4. Denunciation of this Agreement shall not affect the continuation and outcome of supplementary operational agreements concluded between bodies and/or institutions pursuant to the provisions of article II.

IN WITNESS WHEREOF, the undersigned, duly authorized by their respective Governments, have signed this Agreement.

DONE at Santo Domingo on 8 February 1985, in duplicate originals in the Portuguese and Spanish languages, both texts being equally authentic.

For the Government  
of the Federative Republic  
of Brazil:

[Signed]

RAMIRO SARAIVA GUERREIRO

For the Government  
of the Dominican Republic:

[Signed]

JOSÉ AUGUSTO VEGA IMBERT