

No. 27436

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**BRAZIL
and
CUBA**

**Agreement on scientific, technical and technological co-
operation. Signed at Havana on 18 March 1987**

Authentic texts: Portuguese and Spanish.

Registered by Brazil on 24 July 1990.

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**BRÉSIL
et
CUBA**

**Accord de coopération scientifique, technique et technolo-
gique. Signé à La Havane le 18 mars 1987**

Textes authentiques : portugais et espagnol.

Enregistré par le Brésil le 24 juillet 1990.

[TRANSLATION — TRADUCTION]

AGREEMENT¹ ON SCIENTIFIC, TECHNICAL AND TECHNOLOGICAL COOPERATION BETWEEN THE GOVERNMENT OF THE FEDERATIVE REPUBLIC OF BRAZIL AND THE GOVERNMENT OF THE REPUBLIC OF CUBA

The Government of the Federative Republic of Brazil and

The Government of the Republic of Cuba,

Motivated by the desire to promote and develop the relations existing between the two countries,

Desiring to strengthen cooperation between the two countries in the field of science and technology,

Considering their mutual interest in developing technical cooperation,

On the basis of the principles of respect for sovereignty and of non-intervention in internal affairs,

Agreed as follows:

Article I

The Contracting Parties shall promote the reciprocal development of scientific, technical and technological cooperation on the basis of mutual interest and benefit, equality and reciprocity, in sectors to be determined through the diplomatic channel, as support in addition to their own initiatives for the achievement of the objectives of national economic and social development.

Article II

The scientific and technological cooperation to which this Agreement relates shall be carried out through:

(a) Exchange of scientists, technical personnel and specialists to study knowledge, experience and findings obtained in the fields of scientific research and technological development and to organize traineeships in those fields in the territory of the Contracting Parties;

(b) Reciprocal contracting of specialists and technical personnel for the transmission of scientific and technological experience;

(c) Joint research on scientific and technological questions with a view to the subsequent practical use of the findings;

(d) Organization of seminars, symposia and conferences;

(e) Exchange of scientific and technological documentation and information and of seeds, plants, specimens and the like, for use in scientific research and experiments;

¹ Came into force on 8 June 1990, the date of the last of the notifications by which the Contracting Parties informed each other of the completion of the constitutional procedures required for its approval, in accordance with article XV (4).

(f) Exchange of the results of research and experiments, including licences and patents;

(g) Other forms of scientific and technological cooperation to be agreed upon by the Contracting Parties.

Article III

The technical cooperation between the Contracting Parties may take the following forms:

(a) Exchange of information by correspondence and by the provision of technical-informational and bibliographical material;

(b) Training and advanced training by means of courses, programmes of visits or internships;

(c) Implementation of joint projects in areas of mutual interest;

(d) Exchange of technical personnel and consultants;

(e) Organization of seminars, symposia and conferences;

(f) Dispatch of equipment and supplies necessary for the implementation of specific projects;

(g) Other forms of cooperation to be agreed upon by the Contracting Parties.

Article IV

The scientific, technical and technological cooperation programmes and projects referred to in this Agreement shall be the subject of Supplementary Arrangements between the Contracting Parties, which shall be concluded in strict accordance with the relevant legal provisions in force in each country and shall contain the specifications relating to the objectives and the procedures for the implementation of such programmes and projects, mentioning the duration, the respective executing bodies and the obligations, including financial obligations.

Article V

The exchange of information provided for in article II, paragraphs (e) and (f), and in article III, paragraph (a), of this Agreement shall be carried out by the authorized bodies, in each case, through the diplomatic channel.

Article VI

1. The Contracting Parties agree to establish a Brazilian-Cuban Joint Commission on Scientific, Technical and Technological Cooperation, whose task it shall be to consider matters relating to the implementation of this Agreement and of the Arrangements supplementary thereto that have been adopted, evaluate periodically the results achieved and formulate recommendations for both Parties.

2. The Brazilian-Cuban Joint Commission on Scientific, Technical and Technological Cooperation shall be coordinated by the Ministry of Foreign Affairs of the Federative Republic of Brazil and by the State Committee on Economic Cooperation of the Republic of Cuba and shall meet alternately in Brazil and Cuba, whenever both Parties deem it appropriate.

3. During the intervals between meetings of the Brazilian-Cuban Joint Commission on Scientific, Technical and Technological Cooperation, contacts between

executing agencies, in the context of this Agreement, shall be maintained through the diplomatic channel.

Article VII

1. The financing of the forms of scientific, technical and technological cooperation referred to in this Agreement and the terms and conditions of subsistence and travel allowances, accommodation, medical care and other benefits to be provided to the personnel referred to in articles II and III shall be agreed upon by the Contracting Parties within the context of each project.

2. The Contracting Parties may, by agreement, seek financing from, and the participation of, international agencies for the execution of programmes and projects resulting from the implementation of this Agreement.

Article VIII

The Contracting Parties shall facilitate in their respective territories the entry and sojourn of scientists, technical personnel and consultants.

Article IX

Each Contracting Party shall provide the scientists and consultants sent to the territory of the other Party, by virtue of this Agreement, with the logistical support and the transport, informational and work facilities required for the performance of their specific functions and with other facilities to be specified in the Supplementary Arrangements referred to in article IV.

Article X

Each Contracting Party shall grant to the scientists, technical personnel and consultants designated to perform their functions in the territory of the other Party, in accordance with the Supplementary Arrangements provided for in article IV, and to the members of their immediate families:

(a) An official visa, free of charge, which will authorize residence for the period provided for in the relevant Supplementary Arrangements;

(b) Exemption from taxes and other charges on the import of personal and household effects intended for their initial installation, provided that the period of their stay in the host country is longer than one year. The said effects must be exported at the conclusion of the mission unless the import taxes from which they were originally exempted are paid;

(c) The same exemption as that provided for in subparagraph (b) when the effects referred to are exported;

(d) Exemption from taxes on wages and salaries paid to them by institutions of the sending country;

(e) Repatriation facilities in the event of a crisis.

Article XI

Both Contracting Parties shall also exempt from all taxes and other charges the import and/or export of goods, equipment and materials sent from one country to the other as a result of the implementation of this Agreement. Such goods, equipment and materials may be sold or transferred in the host country only upon prior

authorization by the customs authorities and upon payment of the import taxes from which they were originally exempted.

Article XII

The scientists, technical personnel and consultants sent by one country to the other by virtue of this Agreement shall comply with the provisions of the specific Supplementary Arrangements and shall be subject to the laws and regulations in force in the territory of the host country, [except as provided in article X of this Agreement].¹

Article XIII

Each of the Contracting Parties shall ensure that the documents, information and other knowledge obtained during the implementation and validity of this Agreement are not divulged and are not transmitted to a third party without the prior written consent of the other Party.

Article XIV

Where appropriate, the Supplementary Arrangements shall specify the juridical regime applicable to the inventions made as a result of the activities provided for in those Arrangements, with due regard for the respective national legislation and the international agreements to which each country is a party.

Article XV

1. This Agreement shall remain in force for a period of 5 (five) years, renewable automatically for subsequent periods of equal length, unless one of the Parties decides to denounce it. The denunciation shall take effect six months after the date on which notification is received.

2. Denunciation of this Agreement shall not affect the implementation of ongoing programmes and projects, unless the Contracting Parties agree otherwise.

3. This Agreement may be amended by agreement between the Parties. The amendments shall take effect in the manner specified in paragraph 4 of this article.

4. Each Contracting Party shall notify the other, through the diplomatic channel, of the completion of the constitutional requirements necessary for the approval of this Agreement, which shall enter into force on the date of the second notification.

DONE at Havana on 18 March 1987, in duplicate, in the Portuguese and Spanish languages, both texts being equally authentic.

For the Government
of the Federative Republic
of Brazil:

[Signed]

ROBERTO DE ABREU SODRÉ

For the Government
of the Republic of Cuba:

[Signed]

ISIDORO MALMIERCA

¹ The text between brackets appears in the authentic Portuguese text only.