

**No. 29620**

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**BRAZIL  
and  
REPUBLIC OF KOREA**

**Agreement on cooperation in the fields of science and technology. Signed at Seoul on 8 August 1991**

*Authentic texts: Portuguese, Korean and English.*

*Registered by Brazil on 26 February 1993.*

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**BRÉSIL  
et  
RÉPUBLIQUE DE CORÉE**

**Accord relatif à la coopération dans les domaines de la science et de la technologie. Signé à Séoul le 8 août 1991**

*Textes authentiques : portugais, coréen et anglais.*

*Enregistré par le Brésil le 26 février 1993.*

AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF THE FEDERATIVE REPUBLIC OF BRAZIL AND THE GOVERNMENT OF THE REPUBLIC OF KOREA ON COOPERATION IN THE FIELDS OF SCIENCE AND TECHNOLOGY

The Government of the Federative Republic of Brazil

and

The Government of the Republic of Korea  
(hereinafter referred to as "The Contracting Parties"),

Recognizing the increasing importance in recent years of cooperation in the fields of science and technology between the two countries,

Believing that such cooperation will contribute to the economic and social progress of their respective countries,

Have agreed as follows:

ARTICLE I

1. The Contracting Parties shall, on the basis of equality and mutual benefit, promote cooperation in the fields of science and technology between themselves.

2. Such cooperation will be undertaken between the two Governments in such areas as may be mutually agreed upon.

ARTICLE II

Within the framework of this Agreement, scientific and technological cooperation shall include:

<sup>1</sup> Came into force on 30 December 1992, the date of receipt of the last of the notifications by which the Contracting Parties informed each other of the completion of their respective constitutional formalities, in accordance with article VII (1).

- a) exchange of scientific and technological information;
- b) organization of joint seminars, workshops and symposiums on scientific and technological subjects of mutual interest;
- c) exchange of scientists, technical experts and technical personnel;
- d) implementation of joint or coordinated projects of scientific research and technological development;
- e) other forms of scientific and technological cooperation upon which the Contracting Parties may agree.

#### ARTICLE III

1. Specific working arrangements, hereinafter referred to as "Complementary Agreements", may be concluded between the Contracting Parties or between agencies of the two Governments, whichever is appropriate, with a view to executing the programmes, projects and activities specified in the Scientific and Technological Cooperation Plan, referred to in paragraph 2 of Article IV of the present Agreement. The said Complementary Agreements will be negotiated through diplomatic channels.

2. For the execution of the programmes, projects and activities, the executing methods and organization and the principle of expense sharing shall be determined by the Complementary Agreements.

3. The Contracting Parties may promote the participation of science and technology research institutes and firms of their respective countries in the formulation of the said Plan, and in the conclusion and execution of Complementary Agreements.

#### ARTICLE IV

1. The Contracting Parties agree to establish a Brazilian-Korean Joint Commission on Science and Technology in order to facilitate the implementation of the present Agreement.

2. The Joint Commission's functions are as follows:
  - a) to formulate, review and approve the Scientific and Technological Cooperation Plan;
  - b) to identify, select and determine the priority of the cooperation fields, programmes, projects and activities;
  - c) to evaluate and coordinate programmes, projects and activities executed under this Agreement, the Scientific and Technological Cooperation Plan and the Complementary Agreements.
3. The Joint Commission shall meet once every two years alternately in one of the two countries.
4. The Joint Commission may establish Working Groups for the purpose of promoting scientific and technological cooperation in specific areas as may be agreed upon by the Contracting Parties.

#### ARTICLE V

1. The knowledge acquired in the course of the implementation of the present Agreement and its Complementary Agreements shall be deemed joint property to the two countries and shall be protected by both Contracting Parties according to laws about intellectual property in force in each country.
2. Each Contracting Party pledges itself not to transmit to third parties information on the results of the cooperation under this Agreement and its Complementary Agreements without the previous consent of the other Contracting Party.

#### ARTICLE VI

1. The Contracting Parties, in conformity with their respective national legislation and taking into consideration the necessary reciprocity, shall facilitate the entry and exit from their national

territory of the visiting scientists and technicians and of their immediate family.

2. The personal effects of the visiting scientists and technicians and members of their immediate family and the equipment and material imported and/or exported for use in projects under this Agreement and its Complementary Agreements shall be exempt from the payment of import and/or export duties, in accordance with their respective national legislation and taking into consideration the necessary reciprocity.

3. The receiving Party shall extend to the visiting scientists and technicians the facilities required for the execution of the programmes, projects and activities approved under the present Agreement and its Complementary Agreements.

#### ARTICLE VII

1. Each Contracting Party shall notify the other of the fulfillment of the respective constitutional formalities for the approval of this Agreement, which shall enter into force on the date of reception of the latest notification.

2. This Agreement shall remain in force for five years and its validity shall be automatically extended for successive periods of five years unless terminated upon written notification from either one of the Contracting Parties through diplomatic channels. The termination shall be effective six months after the date of such notification.

3. The termination of this Agreement shall not affect the carrying out of any programme, project or activities undertaken under this Agreement and its Complementary Agreements, and not fully implemented at the time of the termination of the Agreement.

DONE in duplicate at Seoul, on the eighth day of August 1991, in the Portuguese, Korean and English languages, all texts being equally authentic. In case of divergence of interpretation, the English text shall prevail.

For the Government  
of the Federative Republic of Brazil:

[Signed]

FRANCISCO REZEK

For the Government  
of the Republic of Korea:

[Signed]

LEE SANG OCK

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