

No. 20372

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**BRAZIL  
and  
PERU**

**Agreement in the field of science and technology, supplementary to the Basic Agreement on scientific and technical co-operation. Signed at Lima on 26 June 1981**

*Authentic texts: Portuguese and Spanish.*

*Registered by Brazil on 29 August 1981.*

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**BRÉSIL  
et  
PÉROU**

**Accord dans le domaine de la science et de la technologie, complémentaire à l'Accord de base relatif à la coopération scientifique et technique. Signé à Lima le 26 juin 1981**

*Textes authentiques : portugais et espagnol.*

*Enregistré par le Brésil le 29 août 1981.*

## [TRANSLATION — TRADUCTION]

**AGREEMENT<sup>1</sup> IN THE FIELD OF SCIENCE AND TECHNOLOGY,  
SUPPLEMENTARY TO THE BASIC AGREEMENT ON SCIENTIFIC  
AND TECHNICAL CO-OPERATION,<sup>2</sup> BETWEEN THE  
GOVERNMENT OF THE FEDERATIVE REPUBLIC OF BRAZIL  
AND THE GOVERNMENT OF THE REPUBLIC OF PERU**

The Government of the Federative Republic of Brazil and  
The Government of the Republic of Peru,

Recognizing the importance of co-operation between the two countries in the field of science and technology,

Desiring to strengthen such co-operation and to co-ordinate exchanges between the two countries in the above-mentioned field, and,

In accordance with the provisions of article III of the Basic Agreement on Scientific and Technical Co-operation concluded between the Government of the Federative Republic of Brazil and the Government of the Republic of Peru on 8 October 1975,<sup>2</sup>

Agree as follows:

*Article I.* The Parties hereby decide to establish a Sub-Commission on Science and Technology within the framework of the Brazilian-Peruvian Co-ordination Commission instituted by the Friendship and Co-operation Treaty concluded between the Federative Republic of Brazil and the Republic of Peru on 16 October 1979.

*Article II.* The Brazilian Government designates the National Council for Scientific and Technological Development (CNPq) as the agency responsible for the implementation of this Agreement; and the Peruvian Government designates for the same purpose the National Council on Science and Technology.

*Article III.* The National Council for Scientific and Technological Development and the National Council on Science and Technology undertake to develop and to expand their co-operation in the field of scientific and technological research, in accordance with their respective functions, through jointly defined projects, which shall make up the programmes of scientific and technological co-operation approved by the respective Governments.

*Article IV.* The National Council for Scientific and Technological Development and the National Council on Science and Technology shall co-operate with each other using, *inter alia*, the following means:

- (a) Mutual consultations on matters related to their respective science and technology policies;
- (b) The exchange of scientific and technological information and documentation;
- (c) The organization of conferences, courses, seminars and symposia;

<sup>1</sup> Came into force on 26 June 1981 by signature, in accordance with article XVI.

<sup>2</sup> United Nations, *Treaty Series*, vol. 1056, p. 113.

- (d) The exchange of researchers, scientists, technicians and teaching personnel (hereinafter referred to as "specialists");
- (e) The implementation of joint research and development projects.

*Article V.* For the purposes of this Agreement, the National Council for Scientific and Technological Development and the National Council on Science and Technology agree:

- (a) To establish projects of joint co-operation between the two Councils through meetings of delegations or through the exchange of correspondence. These projects shall normally be supplemented or amended once a year, at which time the areas of interest for the undertaking of joint activities shall be established;
- (b) That such projects and the amendments thereto shall be submitted to the Sub-Commission on Science and Technology established by this Agreement.

*Article VI.* Each agency shall take such measures as are necessary to obtain the financial resources for the implementation of the approved activities.

*Article VII.* The names and *curricula vitae* of the visiting specialists from the sending agency shall be subject to the approval of the receiving agency.

*Article VIII.* 1. The agencies responsible for the implementation of this Agreement shall defray the cost of the international round-trip travel of their specialists, including such internal travel as is deemed necessary for the performance of assignments. The receiving agency shall defray the daily expenses of the visiting specialists during their stay in its country.

2. Exceptionally, the receiving agency may defray the cost of internal travel, provided that such travel is deemed to be important for the implementation of the projects.

3. The level of the daily subsistence allowances for the visiting specialists shall be set and reviewed yearly by the National Council for Scientific and Technological Development and the National Council on Science and Technology through the exchange of correspondence.

*Article IX.* The rules in force in the receiving country with respect to the privileges and immunities of United Nations staff shall be applied to the specialists of each agency who are designated to carry out their functions in the territory of the other Party.

*Article X.* The National Council for Scientific and Technological Development and the National Council on Science and Technology shall provide the visiting specialists, in the manner deemed most suitable, with appropriate medical attention in cases of emergency. Costs arising from any permanent disability or accidental death that may occur during the visits envisaged in the approved programmes and projects shall be borne by the sending agency.

*Article XI.* The visiting specialists may not, within the territory of the host country, engage in any activities unrelated to their duties or undertake any other remunerated activities without the prior authorization of the respective Ministries of Foreign Affairs.

*Article XII.* The importing of equipment and supplies necessary for the implementation of this Agreement shall be subject to the rules laid down in article X of the Basic Agreement on Scientific and Technical Co-operation.

*Article XIII.* 1. Matters connected with patents, copyright and the like, together with rights of protection and use of the results obtained during the implementation of this Agreement, shall be settled in accordance with the provisions of the relevant international agreements to which both countries are parties, and by domestic legislation, without prejudice to any research-related use which schools, universities and other non-profit research institutions may make of them.

2. In cases where there are no rights to be protected pursuant to the provisions of the foregoing paragraph, scientific findings may be published.

*Article XIV.* The agencies responsible for the implementation of this Agreement shall submit a joint annual report on their activities to the respective Governments through their Ministries of Foreign Affairs.

*Article XV.* This Agreement may be amended by agreement between the Parties through an exchange of diplomatic notes, such amendments entering into force on the date of receipt of the note of reply.

*Article XVI.* This Agreement shall enter into force on the date of its signature.

*Article XVII.* 1. This Agreement shall remain in force for five (5) years and shall be renewed automatically for similar periods unless one of the Parties communicates to the other, through the diplomatic channel, at least six (6) months before its expiry, its decision to denounce it.

2. In the event of denunciation of this Agreement, the provisions of article XIII of the Basic Agreement on Scientific and Technical Co-operation shall apply.

DONE at Lima, on 26 June 1981, in two original copies, 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 Republic of Peru:

[Signed]

JAVIER ARIAS STELLA