

No. 47124

**Brazil
and
Namibia**

Agreement between the Government of the Federative Republic of Brazil and the Government of the Republic of Namibia on naval cooperation (with appendix). Windhoek, 3 December 2001

Entry into force: *2 May 2003 by notification, in accordance with article XIII*

Authentic texts: *English and Portuguese*

Registration with the Secretariat of the United Nations: *Brazil, 4 February 2010*

**Brésil
et
Namibie**

Accord entre le Gouvernement de la République fédérative du Brésil et le Gouvernement de la République de Namibie relatif à la coopération navale (avec annexe). Windhoek, 3 décembre 2001

Entrée en vigueur : *2 mai 2003 par notification, conformément à l'article XIII*

Textes authentiques : *anglais et portugais*

Enregistrement auprès du Secrétariat des Nations Unies : *Brésil, 4 février 2010*

[ENGLISH TEXT – TEXTE ANGLAIS]

AGREEMENT BETWEEN THE GOVERNMENT OF THE FEDERATIVE REPUBLIC
OF BRAZIL AND THE GOVERNMENT OF THE REPUBLIC OF NAMIBIA
ON NAVAL COOPERATION

The Government of the Federative Republic of Brazil

and

The Government of the Republic of Namibia
(hereinafter referred to as the “Parties”)

Desirous to strengthen the ties of friendship existing between their two countries;

Aware of the need to promote South-South cooperation in every possible field;

Recognising that their shared interests in the South Atlantic provide a solid basis for cooperation between them;

Recognising further that the establishment of co-operative relationship in the naval field shall promote those interests;

Fully aware that such cooperation shall enable them to better utilize, for the social and economic development of their people, the resources of the sea and of the seabed, and to reap the technological benefits that stem from them,

Have agreed as follow:

ARTICLE I

The implementing authorities of this Agreement are the Brazilian Navy, for the Federative Republic of Brazil (hereinafter referred to as “the Receiving Party”) and the Government of the Republic of Namibia (hereinafter referred to as “the Sending Party”)

ARTICLE II

1. The Parties shall cooperate with a view to establish and strengthen the Maritime Wing of the Government of the Republic of Namibia.
2. The Receiving Party shall, at the request of the Sending Party, assist the Sending Party in providing the goods and services listed in the appendix, which *appendix shall constitute an integral part of this Agreement*. The list may be modified by mutual consent by the Parties in accordance with Article XII of this Agreement.
3. The price and the mode of payment for the goods and services to be provided under this Agreement shall be agreed upon by the implementing authorities.

ARTICLE III

1. The implementing authorities shall establish a co-operative framework to monitor the implementation of specific programmes agreed upon and to discuss and plan future stages of cooperation.
2. The structure of the co-operative framework shall be flexible and shall reflect the operational needs of current programmes and planning requirements. The structure shall be defined or modified by exchange of letters between the implementing authorities.

ARTICLE IV

The training and rating of Namibian personnel in the Federative Republic of Brazil that commenced in 1994, constitutes the initial stage of the cooperation and the Receiving Party will finance the courses initiated until December 1998. For the courses initiated after January 1999, the Sending Party shall be responsible for the respective costs. The costs shall be calculated on the basis of expenses incurred for the training and rating, provided that costs related to administration shall not be charged. The costs shall be paid annually on a date to be agreed upon by the implementing authorities.

ARTICLE V

In the framework of the Annual Program of Exchanges, implemented since the year 2000 and not related to the personnel formation program, the annual solicitations and the eventual acceptance of personnel from the Receiving Party shall be directed by the Sending Party to the Naval Mission of Brazil in the Republic of Namibia, not later than September 1st of the year previous to the beginning of the Program. The confirmation of the events included in the Program will be informed by the Receiving Party not later than November 15 of the year previous to the Program.

ARTICLE VI

The Sending Party shall provide return air tickets to the Namibian officers and personnel designated for the courses or apprenticeship, as well as adequate spending money during their stay in Brazil.

ARTICLE VII

The Receiving Party shall, at the request of the Sending Party, appoint a Brazilian Navy officer to assist in the selection of candidates for courses and for basic training in Brazil.

ARTICLE VIII

In order to facilitate and expedite the development of cooperation, the Parties shall encourage visits of authorised representatives to their military and industrial installations.

ARTICLE IX

1. The Parties commit themselves to protect classified information and industrial property rights to which they may have access within the framework of this Agreement, in accordance with their national laws and regulations.
2. Any equipment and/or information received in the implementation of this Agreement shall not be transferred, disclosed or released either directly or indirectly, on temporary or permanent basis to third parties or unauthorized persons and entities, without the prior written consent of the Party where it originated.

ARTICLE X

1. The Receiving Party shall appoint an officer to be the Chief of the Brazilian Naval Mission in Namibia, who shall have the same ranking and diplomatic status as Naval Attaché, or liaison officers as his deputies, with the same diplomatic status as Chief of the Brazilian Naval Mission, and ratings that will stay in Windhoek in order to keep the contact between the Parties with a view to implementing and improving the Agreement on Naval Cooperation as well as its Implementing Arrangements.
2. The Receiving Party shall pay the salary of the Chief of the Naval Mission, liaison officers and ratings. The decision for the need of the Chief of the Naval Mission, liaison officers and ratings, as well as the tasks that will be assigned to them, shall be subject to an exchange of letters between the Parties.

3. The Sending Party shall provide the Chief of the Brazilian Naval Mission or liaison officers and ratings with suitable office and accommodation, as well as means of transport for the purpose of executing their official duties.

ARTICLE XI

For subsequent stages of cooperation, the Parties shall negotiate Supplementary Agreements which will contain, if necessary, a full description of the programme or programmes to be implemented, definition of responsibilities incumbent on each of the Parties and a calendar for the execution of the activities agreed upon.

ARTICLE XII

This Agreement may be modified by mutual consent of the Parties. The modifications shall enter into force upon exchange of notes between the Parties specifying the date of entry into force of such modification.

ARTICLE XIII

1. This Agreement shall enter into force on the completion of internal legal formalities by both Parties.
2. This Agreement shall remain in force for the period of two (2) years, and thereafter it shall be renewed automatically for further periods of two (2) years each, unless it is denounced by either Party, as stipulated under Article XIV.

ARTICLE XIV

1. Each Party may terminate the present Agreement by notifying the other Party, through diplomatic channels. Termination shall take effect six (6) months following the date of the said notification.
2. The termination shall not affect the obligations under Article IX of this Agreement nor the programmes under execution unless the Parties decide otherwise.

ARTICLE XV

1. Each of the Parties may temporarily suspend the application of the present Agreement by notifying the other Party, if circumstances so require.