

No. 47508

**Brazil
and
Botswana**

Technical Cooperation Agreement between the Government of the Federative Republic of Brazil and the Government of the Republic of Botswana. Brasilia, 26 July 2005

Entry into force: *6 April 2009 by notification, in accordance with article IX*

Authentic texts: *English and Portuguese*

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

**Brésil
et
Botswana**

Accord de coopération technique entre le Gouvernement de la République fédérative du Brésil et le Gouvernement de la République du Botswana. Brasilia, 26 juillet 2005

Entrée en vigueur : *6 avril 2009 par notification, conformément à l'article IX*

Textes authentiques : *anglais et portugais*

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

[ENGLISH TEXT – TEXTE ANGLAIS]

TECHNICAL COOPERATION AGREEMENT BETWEEN THE GOVERNMENT OF
THE FEDERATIVE REPUBLIC OF BRAZIL AND THE GOVERNMENT OF
THE REPUBLIC OF BOTSWANA

The Government of the Federative Republic of Brazil

and

The Government of the Republic of Botswana
(hereinafter referred to as “Contracting Parties”),

Recognizing the wish to strengthen the existing ties of friendship
between their people;

Considering the mutual interest in fostering the socioeconomic
development of their respective countries;

Convinced of the urgency to lay emphasis on sustainable
development;

Recognizing the reciprocal advantages of technical cooperation in the
areas of common interest;

Desiring to develop cooperation which stimulates technical progress,

Hereby agree as follows:

ARTICLE I

The present Technical Cooperation Agreement, hereinafter referred to
as “Agreement”, aims to promote technical cooperation in the areas given priority
by the Contracting Parties.

ARTICLE II

1. The programs, projects and activities of the technical cooperation shall
be implemented through Complementary Agreements.

2. The executing and coordinating institutions and the input necessary to the implementation of above mentioned programs, projects and activities shall be as well established through Complementary Agreements.

3. To develop the programs, projects and activities under this Agreement, the Contracting Parties may consider the participation of public and private sector institutions, as well as non-governmental organizations of both countries, in accordance to Complementary Agreements.

4. The Contracting Parties shall, jointly or separately, contribute to implement programs, projects and activities approved by the Contracting Parties, as well as seek the necessary financing from international organizations, funds, regional and international programs and other donors.

ARTICLE III

1. Meetings between representatives from the Contracting Parties shall occur in order to deal with issues related to technical cooperation programs, projects and activities, such as:

- a) to evaluate and determine common priority areas suitable for the implementation of technical cooperation;
- b) to devise mechanisms and procedures to be adopted by both Contracting Parties;
- c) to examine and approve the Work Plans;
- d) to analyze, approve and implement technical cooperation programs, projects and activities; and
- e) to evaluate the results of the execution of the programs, projects and activities implemented under the terms of this Agreement.

2. The location and date of the meetings shall be agreed upon through diplomatic channels.

ARTICLE IV

Each Contracting Party shall guarantee that the documents, information and other data obtained in the course of the implementation of this Agreement shall neither be released nor transmitted to third parties without previous consent, in writing, by the other Contracting Party.

ARTICLE V

Each Contracting Party shall provide for the personnel to be sent by one of the Parties, under the terms of this Agreement, the necessary logistical support related to their accommodation, facilities of transportation, access to the information required to carry out their specific tasks, as well as other facilities to be defined on Complementary Agreements.

ARTICLE VI

1. Each Contracting Party shall grant to the personnel appointed by the other Contracting Party to accomplish their tasks in its territory, under this Agreement, as well as to their legal dependants, when necessary, based upon the reciprocity of treatment, provided that it does not encompass Brazilians in national territory or foreigners with permanent residence in Brazil:

- a) visas, according to existing applicable rules of the Contracting Parties, requested through diplomatic channels;
- b) exemption from taxes and other duties on importation of personal belongings, during the first six months from the arrival date, provided that it does not constitute any tax related to storage, transportation or other similar services, needed for a first installation, when the period of legal stay in the host country exceeds one year. Those objects shall be reexported at the end of the mission, unless the importation taxes, from which they had been exempted, are paid;
- c) identical exemption to that above-mentioned in item “b” of this Article, when the same goods are being re-exported;
- d) exemption from taxes on salaries paid to the personnel by the institutions from the Contracting Party which sent them. In the case of remuneration and daily allowances paid by the host institutions, the law of the host country shall be applied, complying with double-taxation agreements which may have been signed between the Contracting Parties;
- e) immunity from legal process in respect of spoken or written words and of all other actions carried out in the performance of their official duties; and
- f) repatriation facilities on crisis situation.

2. The selection of personnel shall be done by the sending Contracting Party and must be approved by the receiving Contracting Party.

ARTICLE VII

The personnel sent to the territory of the other Party, in connection with the present Agreement, shall behave in accordance with the terms of each program, project or activity, and shall be subject to the laws and regulations of the host country, with the exceptions expressed in Article VI of the present Agreement.

ARTICLE VIII

1. Goods, equipment and other items that may be provided by one Contracting Party to the other for the execution of programs, projects and activities developed under the terms of this Agreement, as defined and approved in the respective Complementary Agreement, shall be exempted from import and export taxes, duties and other charges, except for expenses of storage, transportation and similar services.

2. At the end of the programs, projects and activities, the above-mentioned goods, all equipment and other items, unless they are donated to the receiving Party, shall also be re-exported with the same exemption from import and export taxes and duties, except for governmental taxes related to expenses of storage, transportation and similar services.

3. In case of importation and exportation of goods used in the execution of programs, projects and activities, developed in the scope of this Agreement, the public institution in charge of the execution shall take the necessary measures for the customs liberation of the goods.

ARTICLE IX

1. Each Contracting Party shall notify the other of the fulfillment of its internal legal requirements through diplomatic channels, necessary for the approval of this Agreement, which shall come into force on the date of the receipt of the second notification.

2. The present Agreement is valid for a period of 5 (five) years and shall be renewed automatically for successive periods of equal duration, unless one of the Contracting Parties informs the other, through diplomatic channels of its decision to denounce it, at least six months before automatic renewal.

3. The denunciation of this Agreement shall not affect the implementation of the programs, projects and activities in execution, which are not yet concluded, unless the Contracting Parties decide otherwise, in written.