## No. 47509

# Brazil and Belize

Technical Cooperation Agreement between the Government of the Federative Republic of Brazil and the Government of Belize. Brasilia, 7 June 2005

**Entry into force:** 12 September 2008 by notification, in accordance with article X **Authentic texts:** English and Portuguese **Registration with the Secretariat of the United Nations:** Brazil, 4 May 2010

### Brésil

## et

#### Belize

Accord de coopération technique entre le Gouvernement de la République fédérative du Brésil et le Gouvernement du Belize. Brasilia, 7 juin 2005

**Entrée en vigueur :** *12 septembre 2008 par notification, conformément à l'article X* **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 BELIZE

The Government of the Federative Republic of Brazil

and

The Government of Belize (hereinafter referred to as "Contracting Parties"),

Recognizing the wish to strengthen the existing ties of friendship between the Contracting Parties;

Considering the mutual interest in the improvement and in the stimulation of the social and economic development of their respective countries;

Convinced of the necessity 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

This Technical Cooperation Agreement, hereinafter referred to as "Agreement", aims to promote technical cooperation in the areas given priority by the Contracting Parties, which shall be in due time determined.

#### ARTICLE II

1. The implementation of the technical cooperation under this Agreement shall be done in accordance with technical cooperation programs, projects and activities through complementary agreements.

2. The executing and coordinating institutions and the inputs necessary to the implementation of the 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.

4. The Contracting Parties shall jointly or separately seek the necessary financing to implement the approved programs, projects and activities by own sources of 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 define mechanisms and procedures to be adopted by the Contracting Parties;
- c) to examine and approve the Work Plan;
- 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 defined 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 assure to the personnel to be sent by one of the Parties, under the terms of this Agreement, the necessary logistical support as well as to that related to their installation and transport facilities and access to the information required to carry out their specific duties.

#### ARTICLE VI

1. Each Contracting Party shall grant the personnel appointed by the other Contracting Party to fulfill its duties in its territory, under this Agreement, as well as to their legal dependants, when necessary:

- a) official visa, requested through diplomatic channels;
- b) exemption from taxes and other duties on the import of personal belongings, during the first six months from the arrival date, needed for the first assignment, when the period of legal stay in the host country exceeds one year. Those belongings should be reexported at the end of the mission, unless the importation taxes and duties, of which were originally exempted, are paid;
- c) exemption identical to that 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 be signed between the Contracting Parties;
- e) repatriation support on crisis situation; and
- f) 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.

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

#### ARTICLE VII

The personnel sent to the other Contracting Party as a result of this Agreement shall behave in accordance with the terms of each program, project or activity, and shall abide by the domestic laws and regulations applicable in the territory of the host country, without prejudice to the provisions of Article VI of this Agreement.

#### ARTICLE VIII

1. Goods, equipment and material 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 shall be exempted from all import and export taxes and duties. The above-mentioned exemption is not extensive to storage, transportation or other expenses related to analogous services.

2. On completion of the programs, projects and activities, all equipment and material items that were not donated to the receiving Contracting Party shall also be re-exported with the same exemption from import and export taxes and all duties.

#### ARTICLE IX

1. The present Agreement shall remain in force for a period of 05 (five) years, and may be extended automatically for equal and consecutive periods, unless one of the Contracting Parties notifies the other, through diplomatic channels, of its intention to terminate it, six (06) months in advance, counting from the date of receipt of such notification.

2. In the event of termination of this Agreement, the programs, projects and activities under execution shall not be affected, except when the Contracting Parties agree otherwise, in writing.