

No. 50404

**Switzerland
and
Brazil**

Agreement between the Swiss Federal Council and the Government of the Federative Republic of Brazil on cooperation in science and technology. Bern, 29 September 2009

Entry into force: *15 June 2012 by notification, in accordance with article 13*

Authentic texts: *English, French and Portuguese*

Registration with the Secretariat of the United Nations: *Switzerland, 9 January 2013*

**Suisse
et
Brésil**

Accord entre le Conseil fédéral suisse et le Gouvernement de la République fédérative du Brésil relatif à la coopération scientifique et technologique. Berne, 29 septembre 2009

Entrée en vigueur : *15 juin 2012 par notification, conformément à l'article 13*

Textes authentiques : *anglais, français et portugais*

Enregistrement auprès du Secrétariat de l'Organisation des Nations Unies : *Suisse, 9 janvier 2013*

**AGREEMENT BETWEEN THE SWISS FEDERAL COUNCIL
AND THE GOVERNMENT OF THE FEDERATIVE REPUBLIC OF BRAZIL
ON COOPERATION IN SCIENCE AND TECHNOLOGY**

The Swiss Federal Council

and

The Government of the Federative Republic of Brazil
(hereinafter referred to as “the Parties”);

Desiring to further promote the close and friendly relations existing between their two countries, and being aware of the rapid expansion of scientific knowledge and of its positive contribution in promoting bilateral and international cooperation;

Wishing to broaden the scope of scientific and technological cooperation through the creation of a productive partnership for peaceful purposes and for their mutual benefit;

Affirming their commitment to further strengthen cooperation in science and technology;
and

Reaffirming their commitment to comply with the obligations set out in the international agreements to which both Parties at the date of entry into force of this Agreement are parties and any amendment thereto which becomes effective for both Parties in the future,

Have agreed as follows:

Article 1

The Parties shall develop cooperative activities in such areas of science and technology as may be mutually agreed upon for peaceful purposes on the basis of equality and mutual benefit.

Article 2

Forms of the cooperative activities under this Agreement may include:

- a) meetings of various forms, such as those of experts, to discuss and exchange information on scientific and technological aspects of general or specific subjects and to identify research and development projects and programmes that may be usefully undertaken on a cooperative basis;
- b) exchange of information on activities, policies, practices, and laws and regulations concerning scientific and technological research and development;

- c) visits and exchanges of scientists, technical personnel, or other experts on general or specific subjects;
- d) implementation of agreed cooperative projects and programmes; and
- e) other forms of cooperative activities as may be mutually agreed upon.

Article 3

1. Implementing arrangements setting forth the details and procedures of the specific cooperative activities under this Agreement may be made between the Parties or their agencies, whichever is appropriate.
2. Cooperative activities between the Parties in the field of science and technology which have been commenced and not completed by the date of entry into force of this Agreement shall be incorporated under this Agreement as of that date.

Article 4

With regard to the cooperative activities under this Agreement, the Parties may allow the participation of researchers and research organizations in both public and private sectors.

Article 5

1. For the purpose of effective implementation of this Agreement, the Parties shall establish a Joint Committee, the functions of which shall be to:
 - a) exchange information and views on scientific and technological policy issues;
 - b) review and discuss the cooperative activities and accomplishments under this Agreement; and
 - c) provide advice to the Parties with regard to the implementation of this Agreement, which may include identification and proposition of the cooperative activities thereunder and encouragement of their implementation.
2. The Joint Committee shall meet alternately in the Swiss Confederation and Brazil at mutually agreed times.

3. The Swiss Federal Council designates the State Secretariat for Education and Research, Federal Department of Home Affairs and the Government of the Federative Republic of Brazil designates the Ministry of Science & Technology as their respective competent authorities responsible for facilitating the implementation of this Agreement.

Article 6

Scientific and technological information of a non proprietary nature arising from the cooperative activities under this Agreement may be made available to the public by either Party through customary channels and in accordance with the normal procedures of the participating agencies.

Article 7

1. According to national legislation and international agreements in force in both countries, the Parties shall give due consideration to the protection of intellectual property rights or other rights of a proprietary nature resulting from the cooperative activities under this Agreement and shall consult with each other for this purpose as necessary.
2. The conditions for the acquisition, maintenance and commercial exploitation of intellectual property rights over possible products and/or processes that might be obtained under this Agreement will be defined in the specific implementing arrangements, programs or working plans approved by the Parties or their agencies.
3. The specific implementing arrangements, programs or working plans shall also set out the conditions regarding the confidentiality of information whose publication and/or disclosure might jeopardize the acquisition, maintenance and commercial exploitation of intellectual property rights obtained under this Agreement.
4. The specific implementing arrangements, programs or working plans shall establish, where applicable, the rules and procedures concerning the dispute settlement on intellectual property matters under this Agreement.

Article 8

1. Implementation of this Agreement shall be subject to the availability of appropriated funds and to the applicable laws and regulations of each country.
2. Costs for the cooperative activities under this Agreement shall be borne as may be mutually agreed.

Article 9

During the period of visits and exchanges of scientists, technical personnel or other experts on general or specific subjects, in the event of sudden illness or injury, the receiving Party will not be responsible for the payment of any kind of related expenses, such as hospitals, doctors, medicines, medical procedures, ambulances or other transports.

Article 10

1. With respect to personnel, materials and equipment required for joint research, each Party, subject to its international obligations and domestic laws and on the basis of reciprocity, shall use its best efforts to:
 - a) facilitate entry and exit of personnel working on programs and projects of cooperation under this Agreement; and
 - b) facilitate entry and exit of materials and equipment necessary for the implementation of cooperation projects under this Agreement.
2. Both Parties may agree on additional customs and migratory measures to further facilitate and simplify the procedures regarding entry, stay and exit of personnel, material and equipment involved in the cooperation activities carried out under the present Agreement.

Article 11

Nothing in this Agreement shall be construed to prejudice other agreements between the Parties, existing at the date of signature of this Agreement or concluded thereafter.

Article 12

Any dispute between the Parties arising out of the interpretation or implementation of this Agreement shall be settled amicably through consultation or negotiation between them.

Article 13

1. This Agreement shall enter into force on the date of the last notification, sent through diplomatic channels, regarding the fulfillment of the internal procedures necessary for its entry into force.