

**No. 50591**

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**Brazil  
and  
Uzbekistan**

**Agreement between the Government of the Federative Republic of Brazil and the Government of the Republic of Uzbekistan on technical cooperation. Brasília, 28 May 2009**

**Entry into force:** *9 June 2011 by notification, in accordance with article 12*

**Authentic texts:** *English and Portuguese*

**Registration with the Secretariat of the United Nations:** *Brazil, 15 April 2013*

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**Brésil  
et  
Ouzbékistan**

**Accord entre le Gouvernement de la République fédérative du Brésil et le Gouvernement de la République d'Ouzbékistan relatif à la coopération technique. Brasília, 28 mai 2009**

**Entrée en vigueur :** *9 juin 2011 par notification, conformément à l'article 12*

**Textes authentiques :** *anglais et portugais*

**Enregistrement auprès du Secrétariat de l'Organisation des Nations Unies :** *Brésil, 15 avril 2013*

[ ENGLISH TEXT – TEXTE ANGLAIS ]

**AGREEMENT BETWEEN THE GOVERNMENT OF THE FEDERATIVE REPUBLIC  
OF BRAZIL AND THE GOVERNMENT OF THE REPUBLIC OF UZBEKISTAN  
ON TECHNICAL COOPERATION**

**The Government of The Federative Republic of Brazil**

and

**The Government of the Republic of Uzbekistan  
(hereinafter referred to as the “ Parties” ),**

Aiming at strengthening the existing ties of friendship between their peoples;

Considering the mutual interest in endowing the social and economic development of both countries;

Convinced of the need to promote the sustainable development of cooperation between the Parties;

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

Willing to develop cooperation that stimulates technical progress,

Have agreed as follows:

**Article 1**

The aim of the present Agreement is promoting technical cooperation in the following priority areas:

- a) education;
- b) health;
- c) environmental protection;
- d) utility service;

- e) water management;
- f) innovation technologies;
- g) agriculture;
- h) energy;
- i) telecommunication;
- j) and other areas, as determined by the Parties.

#### **Article 2**

In pursuing the goals of the present Agreement, the Parties may benefit from trilateral cooperation mechanisms, by means of triangular partnership with other countries, international organizations and regional agencies.

#### **Article 3**

1. The projects of technical cooperation shall be implemented through Executive Programs.

2. The executing and coordinating institutions and other components that are necessary for implementing the aforementioned projects shall also be established through Executive Programs.

3. Public and private sector institutions, as well as non-governmental organizations, may participate in the projects to be developed under this Agreement, as agreed upon in the Executive Programs.

4. In accordance with their respective national laws and regulations, the Parties shall, jointly or separately, finance the implementation of the projects approved by the Parties and they may also seek funding from international organizations, trust funds, regional and international programs and other donors.

#### **Article 4**

1. Meetings between representatives of the Parties shall be held in order to address issues that are pertinent to technical cooperation projects, such as:

- a) evaluating and establishing common priority areas suitable for the implementation of technical cooperation;
- b) establishing mechanisms and procedures to be adopted by the Parties;
- c) reviewing and approving Work Plans;

- d) analysis, approval and follow up of the implementation of technical cooperation programs, projects and activities; and
- e) evaluating the results of the execution of the programs, projects and activities implemented under the present Agreement.

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

#### **Article 5**

Each Party shall guarantee that the documents, information and other data obtained during the implementation of the present Agreement shall neither be released nor transmitted to third parties without previous written consent of the other Party.

#### **Article 6**

Each Party shall provide the personnel sent by the other Party under the present Agreement with the necessary logistical support related to their accommodation, facilities of transportation, access to the information necessary for carrying out their duties, to be specified in the Executive Programs, and in accordance with their respective national laws and regulations.

#### **Article 7**

1. Based upon reciprocity of treatment, each Party shall grant the following to the personnel appointed by the other Party to carry out their duties in its territory, as well as to their legal dependants, if any, provided that they are not citizens of the Parties in their territory or foreigners with permanent residence in the territory of the Parties the following:

- a) visas, in accordance with the Parties national legislation, requested through diplomatic channels;
- b) exemption from import duties, taxes and other levies that are imposed on personal belongings, during the first six months of stay, except for any taxes related to storage, transportation or other similar services, which are intended for initial settlement, when the period of legal stay in the host country exceeds one year; such personal belongings shall be re-exported at the end of the mission, unless the import taxes from which they were originally exempted are paid
- c) same exemption and restrictions as those provided for under item "b" of this Article, when the aforementioned goods are being re-exported
- d) exemption from income taxes on salaries paid when employed by institutions from the Party that sent them; in the case of remuneration and per diem paid by the host institutions, the law of the host country shall apply, in compliance

with double-taxation agreements that may have been signed between the Parties;

e) immunity from legal prosecution with regard to any actions carried out under this Agreement; and

f) repatriation facilities on a crisis situation.

2. In case when personal belongings, including motor vehicles are not re-exported, then their owners are obliged to pay customs duties, taxes and other duties levied on imports.

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

#### **Article 8**

The personnel sent to the territory of the other Party under the present Agreement shall act in accordance with the terms and conditions of each project, and shall be subject to the laws and regulations of the host country.

#### **Article 9**

1. The Parties shall exempt the goods, motor vehicles and equipments imported for the carrying out of projects, implemented in accordance with this Agreement and agreed by the Parties in the Executive Programs, from custom duties, taxes and other duties, except from costs for storage, transportation and similar services, in accordance with the respective national legislation of the Parties.

2. At the conclusion of the projects, all the goods, motor vehicles and equipments which have been temporarily imported for implementation of the projects shall be re-exported. Otherwise, the sending Party shall pay the due customs duties, taxes and other duties levied on imports.

3. In case of imports and exports of the goods, motor vehicles and equipments used for the implementation of the projects under the present Agreement, the public institution in charge of the implementation of those projects shall take necessary measures to fulfil the custom clearance of the goods, motor vehicles and equipments.

#### **Article 10**

The present Agreement may be amended at any time by mutual consent of the Parties, in writing and through diplomatic notes.

#### **Article 11**

Any dispute related to the interpretation or application of the present Agreement shall be amicably settled by direct negotiations between the Parties, through diplomatic channels.