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**Brazil
and
Universal Postal Union**

Cooperation Agreement between the Government of the Federative Republic of Brazil and the Universal Postal Union for trade facilitation through postal networks in developing and least developed countries. Bern, 14 November 2011

Entry into force: *14 November 2011 by signature, in accordance with article 7*

Authentic texts: *English and Portuguese*

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

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**Brésil
et
Union postale universelle**

Accord de coopération entre le Gouvernement de la République fédérative du Brésil et l'Union postale universelle pour la facilitation du commerce par l'intermédiaire des réseaux postaux dans les pays en développement et les pays les moins avancés. Berne, 14 novembre 2011

Entrée en vigueur : *14 novembre 2011 par signature, conformément à l'article 7*

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[ENGLISH TEXT – TEXTE ANGLAIS]

**COOPERATION AGREEMENT BETWEEN THE GOVERNMENT OF THE
FEDERATIVE REPUBLIC OF BRAZIL AND THE UNIVERSAL POSTAL
UNION FOR TRADE FACILITATION THROUGH POSTAL
NETWORKS IN DEVELOPING AND
LEAST-DEVELOPED COUNTRIES**

The Government of the Federative Republic of Brazil
(hereinafter the "Government")

and

The Universal Postal Union
(hereinafter the "UPU")
(Hereinafter referred to individually as "Party", or collectively as "Parties"),

PREAMBLE

Considering that the UPU is an intergovernmental organization whose mission is to facilitate communication by guaranteeing the free circulation of postal items over a single postal territory composed of interconnected networks and by encouraging the adoption of fair common standards and the use of technology, ensuring cooperation and interaction among stakeholders and the satisfaction of customers' changing needs;

Considering that the Government has been instrumental in elaborating and promoting innovative approaches of leveraging the postal network to foster economic development, including in the field of trade facilitation for micro, small, and medium-sized enterprises (hereinafter the "MSMEs");

Considering that the Brazilian designated operator, Empresa Brasileira de Correios e Telégrafos, with the support of the Government, has implemented in Brazil the "Exporta Fácil" project, which enables MSMEs to access international markets by simplifying export procedures and using the postal network;

Considering that the Government, in the light of the success of the "Exporta Fácil" project in Brazil, created a technical cooperation project for postal exports aimed at implementing a similar service in other South American countries (hereinafter the "MC-EEP Project");

Considering that the relevant decisions adopted by the 2008 UPU Congress, especially Resolution C 6/2008 which concerned, among other initiatives, the desired expansion and promotion of distance learning (and the provision of further training in the priority areas of the Nairobi Postal Strategy), as well as the development of institutional and sectoral partnerships as part of international initiatives such as the Millennium Development Goals, Aid for Trade and Connect Africa, in order to give the postal sector access to external funding;

Considering that the facilitation of exports by MSMEs in all UPU member countries, regardless of their level of development, contributes to economic and social development and that postal networks worldwide can be valued actors in that approach;

Considering that the UPU, in accordance with the Millennium Development Goals and taking into consideration the challenges expressed by individual countries in their national poverty reduction strategies, is willing to promote development cooperation activities by which the postal sector can contribute to reduce poverty and facilitate development; and

Considering that the Government is willing to partner with the UPU in its efforts to facilitate trade through postal networks in developing and least-developed countries worldwide,

Have agreed to mutually establish technical cooperation activities on trade facilitation using postal networks through this cooperation agreement (hereinafter the "Cooperation Agreement"), as follows:

Article 1 Object

The objective of this Cooperation Agreement is to establish a framework within which the Parties may cooperate on issues related to development cooperation projects and technical assistance for trade facilitation through postal networks in UPU member countries.

Article 2 Commitments of the Government

Within the framework of this Cooperation Agreement, the Government shall be responsible for the following activities:

- a) without prejudice to the intellectual property rights provisions contained in article 5 of this Cooperation Agreement, to prepare and make available to the UPU the following training materials in Portuguese (as well as in other languages if possible): Project Manual; Deployment Guide; Preliminary Information Questionnaire; as well as Training Course materials for the teaching of specialists;
- b) to assist the International Bureau of the UPU in building capacity in the area of trade facilitation and low-value exports through the postal networks; and
- c) share the knowledge and the documentation related to the approaches implemented in South America, in order to identify the possibilities for replication of the MC-EEP Project model in other parts of the world.

Article 3
Commitments of the UPU

The UPU shall, within the framework of this Cooperation Agreement, be responsible for the following activities, without prejudice to the availability of resources as well as the relevant decisions taken by the UPU bodies:

- a) to facilitate discussions with other UPU member countries in order to propose solutions that may contribute to worldwide trade facilitation through postal networks, particularly within the context of postal supply-chain integration;
- b) to cooperate with other international organisations involved in the Aid for Trade agenda, notably in what pertains to joint activities to be potentially developed with the World Trade Organization and the United Nations Conference on Trade and Development; and
- c) to use its efforts to revise, finalize, translate, edit, publish, in electronic or printed form, and distribute to interested UPU member countries the training materials referred to in article 2, subparagraph “a” of this Cooperation Agreement.

Article 4
Joint commitments of the Parties

Within the framework of this Cooperation Agreement, without prejudice to the availability of resources as well as the relevant decisions taken by the UPU bodies, the Parties should jointly endeavour to foster the implementation of joint development cooperation activities related to the MC-EEP Project model, including, as necessary, project planning and training of national officers in interested countries, and, as appropriate, the facilitation of visits to Brazil and other countries which have implemented the MC-EEP Project model.

Article 5
Financial aspects and intellectual property

1. Without prejudice to the relevant provisions contained in the UPU General Regulations, the UPU Financial Regulations and the UPU Rules on Financial Administration (as well as to the legislation of the Federative Republic of Brazil in the case of the Government only), the Parties agree to use their efforts to jointly identify and secure external sources of funding for the organization and implementation of any activities referred to in this Cooperation Agreement which are not already covered by the UPU’s own resources earmarked for development cooperation and technical assistance activities.

2. The Government (according to its national legislation and international agreements in force in the Federative Republic of Brazil) and the UPU shall adopt the appropriate measures to protect the intellectual property rights arising under the implementation of this Cooperation Agreement.

3. 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 Cooperation Agreement shall be defined in the specific programs, contracts or working plans to be agreed by the Parties.

4. The specific programs, contracts 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 Cooperation Agreement.

5. The specific programs, contracts or working plans shall establish, where applicable, the rules and procedures concerning the dispute settlement on intellectual property matters under this Cooperation Agreement.

Article 6

Secretariat activities

1. The secretariats of both Parties, respectively defined herein as the Under-Secretariat for Postal Affairs and Governance of Related Companies in the case of the Government, and the International Bureau in the case of the UPU, shall be charged with overseeing proper implementation and execution of this Cooperation Agreement, including the provision of recommendations and information to the Parties on the following matters:

- a) progress of trade facilitation activities through postal networks in the areas of mutual interest defined herein;
- b) identification of other potential common areas of work not already defined herein but deemed as being of mutual interest to the Parties;
- c) any additional measure needed to ensure efficient and proper coordination and planning between the Parties for the purposes of this Cooperation Agreement.

2. The secretariats of both Parties shall, as far as reasonably possible, conduct their business by electronic mail or other remote means. A list of contact persons for each Party shall be exchanged through diplomatic channels or directly by the secretariats.

3. Any notices to be given to either Party with respect to the implementation of this Cooperation Agreement (other than operational communications and reports, which may be sent by electronic mail with confirmation of receipt to the contact persons referred to in paragraph 2 of this Article) shall be considered as effectively given if delivered or sent by letter (with advice of receipt) or by fax addressed to the other Party, unless when otherwise established in this Cooperation Agreement.

4. Whenever necessary and subject to availability of resources, meetings may be called for and organized at the initiative of either Party.

5. Each Party shall use its efforts to keep the other Party informed of its postal trade facilitation activities in the areas of mutual interest defined herein, through exchange of the relevant documentation as circulated by the Party concerned.

Article 7

Entry into force and termination

1. The Cooperation Agreement shall come into force on the date of its signature by the Parties and remain in force until 31 December 2012.