

**No. 50608**

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**Brazil  
and  
Trinidad and Tobago**

**Technical Cooperation Agreement between the Government of the Federative Republic of Brazil and the Government of the Republic of Trinidad and Tobago. Brasília, 25 July 2008**

**Entry into force:** *26 May 2010 by notification, in accordance with article 14*

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

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

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**Brésil  
et  
Trinité-et-Tobago**

**Accord de coopération technique entre le Gouvernement de la République fédérative du Brésil et le Gouvernement de la République de Trinité-et-Tobago. Brasília, 25 juillet 2008**

**Entrée en vigueur :** *26 mai 2010 par notification, conformément à l'article 14*

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

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

[ ENGLISH TEXT – TEXTE ANGLAIS ]

**TECHNICAL COOPERATION AGREEMENT BETWEEN THE GOVERNMENT  
OF THE FEDERATIVE REPUBLIC OF BRAZIL AND THE GOVERNMENT  
OF THE REPUBLIC OF TRINIDAD AND TOBAGO**

The Government of the Federative Republic of Brazil

and

The Government of the Republic of Trinidad and Tobago  
(hereinafter referred to individually as “the Party” and jointly as “the Parties”),

Parties; Recognising the wish to strengthen the existing ties of friendship between the

Considering the mutual interest in improving and stimulating the social and economic development of their respective countries;

Convinced of the necessity to lay emphasis on sustainable development;

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

Desiring to develop cooperation which stimulates technical progress,

Hereby agree as follows:

**Article 1**

**Aim**

This Technical Cooperation Agreement, (hereinafter referred to as “the Agreement”) aims to promote technical cooperation in the areas the Parties jointly determine to be of priority.

**Article 2**

**Scope of the Agreement**

The Parties undertake to:

- a) develop and implement by mutual agreement, projects and activities of technical cooperation in accordance with the terms and conditions established in this present Agreement, which shall be used as a framework agreement; and
- b) increase the exchange of knowledge, information, experiences and achievements in the priority fields of cooperation.

### **Article 3**

#### **Designation of Institutions**

1. Each Party may designate a competent entity, agency or organization to execute or co-ordinate projects, activities or initiatives under agreed fields of cooperation. Projects, activities and initiatives under this Agreement may involve non-governmental organizations, public sector institutions or private sector institutions.

2.. The Parties or their designated agencies may conclude separate complementary agreements to implement projects programmes, activities or initiatives under this Agreement.

### **Article 4**

#### **Financing**

The Parties may jointly or separately seek to acquire the necessary financing to implement approved projects or activities from regional or international organizations or other donor agencies.

### **Article 5**

#### **Establishment of a Joint Committee**

1. In order to facilitate the implementation of the present Agreement, the Parties agree to set up a Joint Committee comprising representatives of both Parties.

2. The Joint Committee shall meet as and when necessary. The location and date of the meetings will be determined through diplomatic channels.

3. The Joint Committee shall inter alia:

- a) evaluate and determine priority fields of technical cooperation under this Agreement;
- b) develop, approve and implement technical cooperation, activities and projects;
- c) evaluate activities and projects implemented under the terms of this Agreement.

**Article 6**  
**Confidentiality**

Both Parties shall ensure, subject to their domestic legislation, that the documents, information and other data obtained in the course of the implementation of this Agreement are not released or transmitted to third parties without the prior consent, in writing, of the other Party.

**Article 7**  
**Transfer of Personnel**

1. Prior to the transfer of personnel, each Party shall transmit to the receiving Party a list of proposed personnel for approval. The receiving Party may request further information or documentation with regard to the personnel to be transferred.

2. Each Party shall ensure that personnel sent by the other Party under the terms of this Agreement or any complementary Agreement, have access to the information, facilities, infrastructure and transportation required to carry out their specific duties.

**Article 8**  
**Privileges**

1. Personnel sent by one Party to fulfil duties in the territory of the other Party shall be granted, in accordance with the receiving Party's domestic legislation, the following:

- a) official visas requested through diplomatic channels;
- b) during the first six months from the arrival date, an exemption from taxes and other duties on the import of personal belongings, once the period of stay in the receiving Party's territory exceeds one year, provided that such items shall not be sold or otherwise disposed of in the territory of the receiving Party, except under conditions agreed with the competent authorities of that receiving Party;
- c) an exemption from customs duties if the goods referred to in subparagraph "b" are being returned; and
- d) an exemption from taxes on salaries and benefits paid by the institutions from the Party which sent them.

2. In the case of remuneration and daily allowances paid by public or private sector entities of the receiving Party, the law of the receiving Party shall be applied, in compliance with double taxation agreements which may be signed between the Parties.

3. The exemptions mentioned in this Article shall not apply to national personnel or foreigners with permanent resident status.

## **Article 9**

### **Transfer of Equipment**

1. All equipment and materials provided by one Party to the other for the execution of projects, and activities developed under the terms of this Agreement shall be exempted from all import and export taxes and duties, with the exception of expenses related to storage, transport and other related services.

2. On completion of the projects and activities, all equipment, material and items that are not donated to the receiving Party shall be returned with the same exemption from import and export taxes and duties.

## **Article 10**

### **Restrictions on Personnel**

Each Party shall ensure that its personnel shall, when in the territory of the other Party for the purpose of this Agreement, function in accordance with the terms of each project or activity, and shall abide by the domestic laws and regulations applicable in the territory of the receiving Party.

## **Article 11**

### **Amendment**

The present Agreement may be amended through the exchange of diplomatic notes.

## **Article 12**

### **Dispute Resolution**

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

## **Article 13**

### **Duration**

1. This Agreement shall remain in force for an initial period of five years. It shall automatically be renewed for subsequent periods of five years, unless either Party signifies in writing, six months before the expiry of any period, the intention to terminate the Agreement.

2. Notwithstanding paragraph 1, ongoing specific activities and projects under this Agreement or any complementary Agreement shall continue uninterrupted until completion, unless the Parties agree otherwise.