



Brazil No. 1 (2011)

Agreement

between the Government of the United Kingdom of Great Britain and
Northern Ireland and the Government of the Federative Republic of
Brazil regarding Defence Cooperation

Rio de Janeiro, 14 September 2010

[The Agreement is not in force]

*Presented to Parliament
by the Secretary of State for Foreign and Commonwealth Affairs
by Command of Her Majesty
October 2011*

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**AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED
KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND THE
GOVERNMENT OF THE FEDERATIVE REPUBLIC OF BRAZIL
REGARDING DEFENCE COOPERATION**

The Government of the United Kingdom of Great Britain and Northern Ireland (hereafter the “UK”) and the Government of the Federative Republic of Brazil (hereafter “Brazil”), (hereafter referred to as “the Parties”)

Sharing a common interest to contribute to international peace and security, and the resolution of international conflicts by peaceful means;

Desiring to enhance good and cordial relations; and

Wishing to enhance long term defence cooperation, founded in training and learning, industrial partnerships, technology transfer, when there is mutual interest,

Have agreed as follows:

ARTICLE 1

Scope

1. This Agreement, guided by the principles of equality, reciprocity, and mutual interest, and in compliance with each Party’s national legislation, regulations, and assumed international obligations, shall promote:

- a) cooperation between the Parties in defence-related matters, especially in the fields of research and development, logistics support, technology security, and acquisition of defence products and services;
- b) exchanges of information and experiences regarding security issues within this Agreement, including those acquired in the field of operations, and in the use of foreign and national military equipment, as well as in connection with international peacekeeping operations;
- c) the sharing of experiences in defence technology;
- d) engagement in combined military training and education, and in joint military exercises, as well as the exchange of information related to those issues;
- e) collaboration in subjects related to military systems and equipment; and

- f) cooperation in any other military fields that may be of mutual interest to the Parties.

ARTICLE 2

Cooperation

Cooperation between the Parties on defence related matters may include, but is not limited to the following areas:

- a) mutual visits by high-ranking delegations to civil and military entities;
- b) staff talks and technical meetings;
- c) meetings between equivalent defence institutions;
- d) exchanges of instructors and training personnel, as well as students from military institutions;
- e) participation in theoretical and practical training courses, orientations, seminars, conferences, roundtable discussions and symposia, offered by military and civil entities of defence interest, by common agreement between the Parties;
- f) cultural and sporting events;
- g) cooperation related to defence material and services linked to defence matters;
- h) implementation and development of programs and projects on defence technology applications, considering the involvement of strategic military and civil entities of each Party; and
- i) such other areas as may be jointly agreed by the Parties.

ARTICLE 3

Assurances

When carrying out cooperation activities under this Agreement, the Parties commit themselves to respect the relevant principles and purposes of the Charter of the United Nations, which include sovereign equality of States, territorial integrity and inviolability, and non-intervention in the internal affairs of other States.

ARTICLE 4

Financial Arrangements

1. Unless otherwise mutually agreed, each Party shall be responsible for all the expenses incurred by its personnel connected with fulfilment of official duties under this Agreement.
2. All activities carried out under this Agreement shall be subject to the availability of funds of the Parties.

ARTICLE 5

Protection of Classified Information

1. Classified information or materials exchanged or generated within the framework of this Agreement, shall be used, transmitted, stored, handled and protected in accordance with the recipient Parties' applicable national security laws and regulations.
2. All classified information generated or exchanged between the Parties, as well as information of common interest acquired by other means by each Party, shall be transferred through government-to-government channels and shall be protected in accordance with the following principles:

- a) the receiving Party shall not release any classified information acquired under this Agreement to any government, national organization, national or other entity of a third party without the prior authorisation of the sending Party;
- b) the receiving Party shall apply an equivalent security classification to that of the sending Party, therefore taking the necessary actions to safeguard the classified information. The equivalent security classifications of the Participants are:

| In the United Kingdom | In the Republic of Brazil |
|-----------------------|---------------------------|
| UK SECRET | SECRETO |
| UK CONFIDENTIAL | CONFIDENCIAL |
| UK RESTRICTED | RESERVADO |

- c) classified information shall be used only for the purposes it has been released for;

- d) access to classified information at CONFIDENTIAL level or above shall be limited to personnel who have a “need to know” and who possess a requisite security clearance as authorised by their Competent Security Authorities; and
 - e) the Parties shall not downgrade or declassify classified information received without the prior written authorization of the originating Party.
3. All visiting personnel shall comply with the security regulations of the host Party. Requests for visits shall be co-ordinated through official channels and shall conform to the established visit procedures of the host Party.

ARTICLE 6

Implementation, Supplementary Protocols and Amendments

1. For the implementation of this Agreement, the Executive Agent for Brazil is the Ministry of Defence and the Executive Agent for the UK is the Ministry of Defence.
2. Supplementary Protocols to this Agreement may be entered into by written agreement of the Parties, and will be part of this Agreement.
3. Implementing arrangements under this Agreement, and programs and specific activities undertaken in furtherance of the objectives of this Agreement or of its Supplementary Protocols, shall be developed and implemented with mutual consent of the Parties, by personnel authorized by the Ministry of Defence of the Parties, and must be restricted to the subjects of this Agreement, and must be consistent with the Parties’ respective laws.
4. This Agreement may be amended by written agreement of the Parties, by diplomatic channels.
5. Such Supplementary Protocols and Amendments shall enter into force according to the specifications in Article 10 of the present Agreement.

ARTICLE 7

Jurisdictional Arrangements

Arrangements for the determination of jurisdiction between the Parties in relation to bilateral activity shall be set out in implementing arrangements under this Agreement.

ARTICLE 8

Settlement of Disputes

Any dispute regarding the interpretation or application of this Agreement shall be resolved through direct consultations and negotiations between the Parties and through diplomatic channels.

ARTICLE 9

Termination

1. This Agreement may be terminated by either Party upon ninety (90) days written notice to the other Party through diplomatic channels.
2. The termination of this Agreement shall not affect the ongoing programmes and activities under this Agreement, unless otherwise decided by the Parties.
3. The respective responsibilities and obligations of the Parties regarding the protection of classified information will continue to apply notwithstanding the termination of this Agreement.

ARTICLE 10

Entry into Force

This Agreement shall enter into force on the date of the later written notification exchanged between the Parties through diplomatic channels indicating that their respective internal procedures as are necessary to bring this Agreement into force have been satisfied.

DONE in Rio de Janeiro, on the fourteenth day of September 2010, in two originals, both being equally authentic, in English and Portuguese languages.

**For the Government of the United
Kingdom of Great Britain and
Northern Ireland:**

**For the Government of the Federative
Republic of Brazil:**

GERALD HOWARTH

**ADMIRAL JÚLIO SOARES DE
MOURA NETO**



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