

SUPPLEMENTARY AGREEMENT BETWEEN THE GOVERNMENT OF THE
UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE
FEDERATIVE REPUBLIC OF BRAZIL TO THE AGREEMENT BETWEEN THE
UNITED STATES OF AMERICA AND THE FEDERATIVE REPUBLIC OF
BRAZIL RELATING TO COOPERATION IN SCIENCE AND TECHNOLOGY
SIGNED AT BRASILIA FEBRUARY 6, 1984, AS AMENDED AND EXTENDED

The Government of the United States of America

and

the Government of the Republic of Brazil
(hereafter referred to as the "Parties"),

WHEREAS the Government of the United States of America and the Government of the Federative Republic of Brazil have signed the Agreement relating to Cooperation in Science and Technology of February 6, 1984, as amended and extended (hereafter called the "Agreement");

WHEREAS the cooperation between the Parties in the fields of environment and natural resources, among others, may be carried out pursuant to Articles I and II of the Agreement;

WHEREAS the Forest Service of the United States Department of Agriculture is responsible for the planning, coordination, and implementation of U.S. forestry policy; the Ministry of the Environment, of the Water Resources and the Legal Amazon (MMA) is responsible for the planning, coordination, and supervision of Brazilian environmental policy; the Brazilian Institute for Environment and Renewable Natural Resources (IBAMA) is the federal institution charged with implementing Brazilian environmental policy;

Have agreed as follows:

ARTICLE I Executive Bodies

The Executive Bodies of the present Supplementary Agreement are, on the side of the Federative Republic of Brazil, the IBAMA, and, on the side of the United States of America, the Forest Service.

ARTICLE II General Objective

In conformity with the laws and regulations of their respective nations, the Parties will cooperate by coordinating programs of mutual interest related to forests, through the exchange of information and personnel.

ARTICLE III Basic Obligations

The Parties shall each make available to the other, on request and under the terms of the present Supplementary Agreement and the Implementation Programs mentioned in Article VI of this Supplementary Agreement, which are agreements for specific cooperative activities between the Parties as enumerated in Article IV, consultants and services for planning, implementation, revision and analysis of activities related to the use, management and protection of the forests, savannas and other renewable natural resources and associated ecosystems; the role of the forest and ecosystems in the context of global climate change and of biodiversity; the control, protection and management of forest diseases, fire and insects; extension services and training methods for specialists in forests and in natural resources; environmental education and public information; development and implementation of forest policies; management, administration and sustained development of forest resources; impacts on forest ecosystems; subjects associated with the use of wood and non-wood forest products and actions related to the support of research.

ARTICLE IV
Cooperation Activities

1. Cooperation within the scope of the present Supplementary Agreement may take the following forms:

- a) exchange of scientists, engineers, managers of natural resources, grantees, and others;
- b) exchange of information not protected by intellectual property rights;
- c) joint organization of studies, assessments, symposia, conferences, seminars and courses;
- d) joint studies, evaluations and surveys of new information;
- e) exchange and supply of samples, materials and data.

2. Within the scope of the present Supplementary Agreement, the Executive Bodies shall facilitate the exchange of personnel, importation of equipment and materials for research and administration, and other aspects of agreed-to projects. Scientists, engineers, managers of natural resources, experts and grantees invited by each Party to participate in the implementation of this Supplementary Agreement may be representatives of federal, state or municipal governments, of non-governmental organizations, scholars, or representatives from other institutions, including private enterprises of both countries.

ARTICLE V
Delegation

1. The President of IBAMA, of the Ministry of Environment, Water Resources and the Legal Amazon, or his Agent shall carry out the provisions of this Supplementary Agreement.

2. The Chief of the Forest Service of the Department of Agriculture or his Agent shall carry out the provisions of this Agreement.

ARTICLE VI
Administration of Projects

1. The activities provided for in this Supplementary Agreement shall be carried out by means of Implementation Programs. For each project an Implementation Program shall be necessary, which may contain one or more of the activities mentioned in Article IV. In each Implementation Program the Executive Bodies shall:

- a) clearly describe the project, the activities necessary for its implementation and its objectives;
- b) clearly define the technical and financial responsibilities of the Parties in each project;
- c) clearly define the expected duration of the project;
- d) establish a timetable for presentation of written progress and financial reports for the project.

2. The Parties shall initiate cooperative activities only upon receiving written approval of the respective Implementation Program.

ARTICLE VII
Financial Resources

The activities undertaken under the scope of this Supplementary Agreement shall be subject to the availability of resources and personnel as determined, respectively, by the Forest Service and by IBAMA. Except as otherwise provided in this Supplementary Agreement or in any of the future Implementation Programs, each Executive Body will assume the costs of its respective responsibilities in the carrying out of activities of equal benefit. For activities which do not have equal benefits, the costs will be assumed by each Government, proportionately to the benefits resulting from such activities, as agreed to by the Parties.

ARTICLE VIII
Release of Information

The scientific and technical information developed from the cooperative activities under this Supplementary Agreement which are not covered by intellectual property rights laws may be released upon consent of the two Executive Bodies.

ARTICLE IX
Intellectual Property

Intellectual property shall be protected in accordance with the provisions of the Agreement relating to Cooperation in Science and Technology of February 6, 1984, as amended and extended or any other subsequent provision agreed to between the Parties.

ARTICLE X
Responsibilities of the Executive Bodies

1. All the activities provided for in this Supplementary Agreement are subject to the availability of financial resources for each Executive Body and shall be executed according to the laws and other regulations of the respective countries.

2. The Executive Bodies shall, after mutual agreement:

2.1 Assist each other in the technical planning of natural resource programs.

i) The Executive Bodies will identify areas of common interest and will jointly plan activities of mutual benefit;

ii) Periodically, the Executive Bodies shall exchange briefing documents, summary reports, program and budget reports, as well as indicate new areas of interest;

- iii) The Executive Bodies will annually exchange a summary of current needs of their resource management programs or of their cooperators' programs;
- iv) The Executive Bodies will inform each other of significant public involvement in activities that help identify user needs and set the priorities of the agencies;
- v) To the extent possible, the Executive Bodies may develop criteria, techniques and reporting systems for the purpose of facilitating follow-up of the projects agreed upon.

2.2 Assist each other in program operation.

- i) The Executive Bodies may indicate representatives for reviewing the projects agreed upon;
- ii) The Executive Bodies may share staff, equipment, and information in emergency situations, including, but not limited to, problems with fires or pests. The details shall be spelled out in the Implementation Agreements;
- iii) Each Party shall prepare summary project reports for those projects that are of interest to the other Party.

2.3 Assist each other in communicating and sharing information.

- i) The Executive Bodies shall jointly explore opportunities to develop compatible data bases of information including, but not limited to, inventories of natural resources, project reports and fire management information;
- ii) The Executive Bodies shall cooperate in disseminating planning documents and reports to the public when they thus agree.

ARTICLE XI Implementation

Responsibility for coordination meetings shall alternate between the Executive Bodies annually. For each year, an implementation program shall be established by September 30 of the previous year. It shall contain a detailed description of the joint activities and coordination needs. An annual report shall be prepared and submitted to the Chief of the Forest Service and the President of IBAMA at least two months before the new program year begins.

ARTICLE XII General Provisions

1. Participation of the Forest Service, IBAMA, or any other agencies in the activities carried out in accordance with this Supplementary Agreement shall be subject to the pertinent national laws, regulations and international obligations entered into by each of the countries.
2. This Supplementary Agreement shall not affect the rights of the Forest Service or of IBAMA to enter into other agreements in the same field.

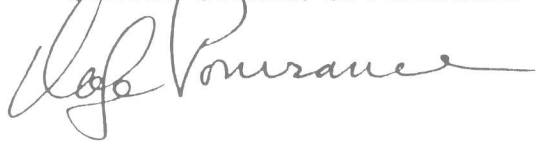
ARTICLE XIII Entry into Force, Duration, Amendments and Termination

1. This Supplementary Agreement shall enter into force thirty (30) days after the date of its signature and shall remain in effect for five (5) years. It may be extended by written consent of the Parties, through the exchange of diplomatic notes.
2. This Supplementary Agreement may be terminated by either of the Parties, in writing in a diplomatic note to the other Party. Termination shall take effect six (6) months after the date of notification. Termination of this Supplementary Agreement shall not affect the continuity of specific activities undertaken in the scope of this Supplementary Agreement and initiated before the termination but not yet concluded.

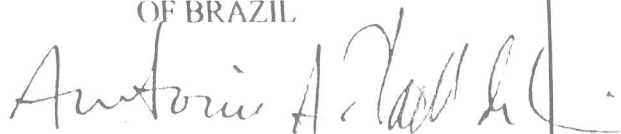
IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Governments, have signed this Supplementary Agreement.

Done at Brasilia, in duplicate, this thirty-first day of March 1998, in the English and Portuguese languages, both texts being equally authentic.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA

A handwritten signature in cursive script, appearing to read "Ralph Vourane", written in dark ink.

FOR THE GOVERNMENT OF THE
FEDERATIVE REPUBLIC
OF BRAZIL

A handwritten signature in cursive script, appearing to read "Antonio A. Padilha", written in dark ink.