

AGREEMENT

BETWEEN

THE GOVERNMENT OF THE SLOVAK REPUBLIC

AND

THE GOVERNMENT OF THE FEDERATIVE REPUBLIC OF BRAZIL

CONCERNING

COOPERATION IN THE DEFENCE FIELD

The Government of the Slovak Republic

And

The Government of the Federative Republic of Brazil (hereinafter referred to as the "Parties")

Acknowledging the importance of the application of joint efforts to support bilateral cooperation in accordance with fundamental principles of international law;

Acting in the spirit of partnership and cooperation to strengthen good relations in the field of defence;

Taking into account the need to contribute to the strengthening of peace, stability, confidence and understanding;

Striving to ensure beneficial conditions to the military-technical development of the cooperation between the Parties' States;

Confirming their dedication to the purposes and principles of the Charter of the United Nations,

Have agreed as follows:

Article 1

Purpose and Scope of Cooperation

1. This Agreement shall be guided by the principles of equality, reciprocity and mutual interest, and shall be in compliance with each Party's national legislation, regulations, and assumed international obligations.
2. The purpose of the Agreement is to strengthen cooperation between the Parties in the field of defence.
3. The Parties shall seek to develop and promote also cooperation in the area of armaments and defence industries in accordance with the relevant national legislation and regulations of the Parties States.

Article 2

Definitions

The following expressions will have the following meanings unless the context provides otherwise:

- a) "Receiving Party" means the Party hosting the personnel of the Visiting Party in their territory in accordance with the provisions of this Agreement.
- b) "Visiting Party" means the Party sending its Personnel to the territory of the Receiving Party in accordance with the provisions of the Agreement.

Article 3

Areas of Cooperation

1. The Agreement governs the co-operation between the Parties in the following areas:
 - a) Defence policy;
 - b) Cooperation in the field of armaments and defence industries with the aim to encourage and promote defence industry; such cooperation includes areas of research and development, logistics support, defence technology and processes of acquisition of defence products and services;
 - c) Experience and practices in the field of law and legislation relating to defence;
 - d) Military education and training;
 - e) Arms control and disarmament;
 - f) Military financial and accounting system;
 - g) Sharing of experiences and consultations in defence technology;
 - h) Environment and pollution control in military field including protection and restoration of protected areas and biodiversity within military fields;
 - i) Military medicine;
 - j) Culture and sport; and
 - k) Any other field of cooperation in defence that may be of mutual interest to the Parties.
2. Details relating to individual areas of cooperation may be regulated by the Parties within the respective Cooperation Plan. Separate agreements may be concluded by the Parties, if rights or obligations of the Parties necessary to implement the abovementioned areas of cooperation are not covered by the Agreement. Specifically, cooperation in the field of armaments and defence industries shall be further detailed by separate agreements concluded for each specific purpose.

Article 4

Forms of Cooperation

1. The cooperation in the abovementioned areas shall be performed by the Parties based on the principle of reciprocity primarily in the following forms:
 - a) Official visits;
 - b) Working meetings;
 - c) Participation in theoretical and practical training courses, internships, seminars, conferences, roundtable discussions and symposia, offered in military entities, as well as in civil entities of defence interest, by common agreement between the Parties;
 - d) Encouraging promotion and implementation of common research, development and production programs for armament and defence technical equipment for their armed forces;
 - e) Exchanges of expert information and experiences regarding issues under the Agreement, including those acquired in the field of operations, as well as in connection with international peacekeeping operations;
 - f) Cultural and sporting events; and
 - g) Any other forms of defence cooperation specifically agreed between the relevant subjects of the Parties.
2. Details relating to individual forms of cooperation may be further regulated by the Parties by the separate agreements, if rights or obligations of the Parties necessary to implement the abovementioned forms of cooperation are not covered by the Agreement.

Article 5

Implementing Authorities

1. The authorities responsible for the implementation of the Agreement are:
 - a) For the Slovak Party - the Ministry of Defence of the Slovak Republic and the Ministry of Economy of the Slovak Republic.
 - b) For the Brazilian Party - the Ministry of Defence of the Federative Republic of Brazil.

Article 6

Assurances

When carrying out cooperation activities under the 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 7

Intellectual Property

1. The Parties shall, in accordance with their respective national legislation, regulations and international obligations, take appropriate measures to protect the intellectual property that is created in connection with activities under the Agreement.
2. The Parties shall, in specific agreements concerning particular activities under this Agreement, define the conditions for the acquisition, maintenance, and commercial exploitation of the intellectual property created in connection with these activities under the Agreement. In these specific agreements, the Parties shall in particular regulate the ownership of intellectual property, i.e. exclusive ownership of one of the Parties or co-ownership of both Parties, the regime of intellectual property protection, the territorial scope of intellectual property protection, and the disposition of the intellectual property.
3. Both Parties may use the intellectual property created in connection with activities under this Agreement for defence purposes related to the Agreement, taking into account the relevant national legislation, regulations, principles and contractual obligations of the Parties. Use of intellectual property for purposes other than defence requires the prior written consent of the Party that owns the intellectual property.
4. Prior written consent from the Party that owns the intellectual property is required for the disclosure of intellectual property to a third party.

Article 8

Exchange and Protection of Classified Information

Conditions and details on the mutual exchange and protection of classified information between the Parties within the implementation of the Agreement shall be regulated by the Agreement between the Parties on the mutual protection of classified information.

Article 9

Joint Work Committee for Military Technical Cooperation in the Area of Armaments and defence Industries

1. The Parties shall establish and task the Slovak-Brazilian Joint Work Committee for Military Technical Cooperation in the Area of Armaments and Defence Industries (henceforth called “the Joint Work Committee”) with coordination of works connected with the implementation of the Article 3 Para 1 letter b) of the Agreement.
2. The Joint Work Committee shall have the maximum number of five members for each Party. In case of necessity the Joint Work Committee shall invite the experts, who shall have equal rights as the members. The invitation of experts shall be a subject of prior approval by the Parties.
3. Decisions of the Joint Work Committee shall be adopted unanimously by all members.
4. The liaison offices responsible for organisation and coordination of the Joint Work Committee activities are:
 - For the Slovak Party: the Modernisation Department of the Ministry of Defence of the Slovak Republic and the Department of Trade Measures of the Ministry of Economy of the Slovak Republic,
 - For the Brazilian Party: Secretariat of Defence Products of the Ministry of Defence of the Federative Republic of Brazil.
5. The Joint Work Committee shall convene on mutually agreed dates, while the liaison offices of the Joint Work Committee shall alternate in organisation of these meetings. The organisation of the Joint Work Committee and its work shall be governed by the Terms of Reference, which shall be approved by the unanimous decision of all its members.
6. On the basis of reciprocity, the host Party shall support the expenses for the organisation and implementation of each meeting of the Joint Work Committee, with the exception of any international transport, accommodation expenses and the daily allowances.
7. Agenda of the Joint Work Committee meetings must be specified and mutually agreed at least 30 days in advance.
8. The Joint Work Committee shall assess all the issues that may be subject to common interest in development and promotion of military, economic and military-technical cooperation in the area of armaments and defence industries and shall submit the assessed proposals to the relevant stakeholders of both Parties States.

Article 10

Financial Arrangements

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

Article 11

Legal Jurisdiction

Members of the delegation of the Visiting Party while present on the territory of the Receiving Party's State shall comply with the laws and regulations of the Receiving Party's State.

Article 12

Settlement of Divergences

Any divergence regarding the interpretation or implementation of the Agreement shall only be resolved through direct consultations and negotiations between the Parties, through diplomatic channels, and it shall not be submitted to any third Party for settlement.

Article 13

Liabilities and Claims

Any claims arising out of, or in connection with, the operation of the Agreement shall be dealt with in accordance with the legal regulations of the Party's State on the territory of which the damage or the event from which the damage has arisen occurred.

Article 14

Final Provisions

1. The Agreement shall enter into force on the sixtieth (60th) day following the date of receipt of the later written notification, through diplomatic channels, by which the Parties notify each other about the completion of the respective internal procedures required for the entry into force of the Agreement.
2. The Agreement is concluded for an unlimited period of time unless one Party notifies in written form through diplomatic channels to the other Party about the intention to terminate it. The termination shall take effect ninetieth (90th) day following the date of the receipt of such a notification. In case of termination the relevant provisions of the Agreement shall remain in effect until all ongoing activities will be terminated or all issues arising from the activities carried out under the Agreement will be settled, unless otherwise agreed by the Parties. Responsibilities and obligations of the Parties regarding the protection of classified information according to Article 8 shall remain in force regardless of the termination of the Agreement.
3. The Agreement may be amended or supplemented at any time in writing with the mutual consent of the Parties. The amendments and supplements shall enter into force in accordance with paragraph 1 of this Article and shall be part of the Agreement.
4. The Letter of Intent between the Ministry of Defence of the Slovak Republic and the Ministry of Army of the Federative Republic of Brazil signed on 5th September 1997 in Brasilia, D.F. shall cease to be in force and shall be superseded by the Agreement.

Done in _____ on the _____ day of _____
2024, in two originals, in the Slovak, Portuguese and English languages, all texts being equally
authentic. In case of differences in interpretation, the English text shall prevail.

FOR THE
GOVERNMENT OF THE
SLOVAK REPUBLIC

FOR THE
GOVERNMENT OF THE
FEDERATIVE REPUBLIC OF BRAZIL