

N° 4057.

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ÉTATS-UNIS D'AMÉRIQUE  
ET ÉTATS-UNIS DU BRÉSIL

Accord relatif à une mission militaire  
des États-Unis d'Amérique au  
Brésil. Signé à Rio de Janeiro, le  
12 novembre 1936.

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UNITED STATES OF AMERICA  
AND  
UNITED STATES OF BRAZIL

Agreement concerning a Military  
Mission of the United States of  
America to Brazil. Signed at Rio  
de Janeiro, November 12th, 1936.

No. 4057. — AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENTS OF THE UNITED STATES OF AMERICA AND THE UNITED STATES OF BRAZIL CONCERNING A MILITARY MISSION OF THE UNITED STATES OF AMERICA TO BRAZIL. SIGNED AT RIO DE JANEIRO, NOVEMBER 12TH, 1936.

*English and Portuguese official texts communicated by the Envoy Extraordinary and Minister Plenipotentiary of the United States of America at Berne. The registration of this Agreement took place February 10th, 1937.*

In conformity with the request made on November 9th, 1935, by the Brazilian Ambassador at Washington to the Secretary of State of the United States of America, and the notes<sup>2</sup> of November 9th, December 16th and December 19th, 1935, the President of the United States of America, by virtue of the authority conferred by the Act of Congress, approved May 19th, 1926, entitled "an Act to authorize the President to detail officers and enlisted men of the United States Army, Navy, and Marine Corps to assist the Governments of the Latin American Republics in military and naval matters", as amended by an Act of May 14th, 1935, to include the Commonwealth of the Philippine Islands, has authorized the continuance of the detail of officers constituting an American Military Mission to Brazil, upon the following agreed conditions :

#### TITLE I.

##### PURPOSE AND DURATION.

###### *Article 1.*

The purpose of the Mission is to co-operate with the General Staff, Office of the Chief of Coast Defence and officers of the Brazilian Army in the development and functioning of the Coast Artillery Instruction Center, to superintend the courses and assist in the instruction. The Mission will also have charge of the courses and assist in the instruction of the subjects of Permanent Fortification and Chemical Warfare at the Technical School.

###### *Article 2.*

This Mission shall continue for two years from the date of the signing of this Agreement by the accredited representatives of the Governments of the United States of America and the United States of Brazil.

<sup>1</sup> Came into force November 12th, 1936.

<sup>2</sup> Vol. CLXIV, page 426, of this Series.

*Article 3.*

If the Government of Brazil should desire that the service of the Mission should be extended, in whole or in part, beyond the period stipulated, a proposal to that effect must be made six months before the expiration of this Agreement.

*Article 4.*

If it should be necessary, in the interest of either one of the two Governments, that the present contract or its extension be terminated before the time specified, the Government so desiring must give notice to the other three months in advance.

*Article 5.*

It is herein stipulated and agreed that while the Mission shall be in operation under this Agreement, or under an extension thereof, the Government of [f] Brazil will not engage the services of any Mission or personnel of any other foreign Government for the duties and purposes contemplated by this Agreement.

## TITLE II.

## COMPOSITION AND PERSONNEL.

*Article 6.*

The Mission will be composed of four officers of the Regular Army of the United States of America as follows : one Colonel or Lieutenant Colonel of Coast Artillery ; one Major or Captain of Coast Artillery ; one Lieutenant Colonel or Major of Engineers ; and one Major or Captain of the Chemical Warfare Service. The senior Coast Artillery Officer will be Chief of the Mission, who will assure normally the direct relations of the Mission with the Minister of War and the Chief of Staff of the Army.

*Article 7.*

Any additions to the personnel of the Mission that may be considered advisable or necessary shall be considered as an addendum to this Agreement.

## TITLE III.

## DUTIES, RANK AND PRECEDENCE.

*Article 8.*

The members of the Mission shall be responsible solely to the Brazilian Ministry of War through the Chief of the Mission and shall act as tactical and technical advisers to the Chief of the General Staff and Chief of Coast Defense for the questions of organization and instruction in all matters pertaining to Coast Defense, Permanent Fortification, and Chemical Warfare.

*Article 9.*

It shall be the duty of the members of the Mission, under the direction of the Chief of the Mission, to advise technically the Commandant of the Coast Artillery Center of Instruction and the

Commandant of the Technical School and co-operate with them in all matters pertaining to Coast Defense, Permanent Fortification, and Chemical Warfare, as well as prescribing the courses in these subjects and assisting in the instruction.

*Article 10.*

In case of war between Brazil and any other nation, the Mission shall terminate. In case of civil war no member of the Mission shall take part in the operations in any respect.

*Article 11.*

The members of the Mission shall each receive one extra grade or rank above the rank they hold in the Army of the United States of America, while serving on the Mission. Their precedence with respect to Brazilian Officers and Officers of other foreign missions shall be in accordance with their extra grade or rank and seniority therein. The members of the Mission will receive no extra compensation for the above-mentioned extra grade or rank and will wear only uniforms of the Army of the United States of America.

TITLE IV.

PAY AND ALLOWANCES.

*Article 12.*

The members of the Mission shall receive from the Brazilian Government, for their services, the following annual compensation in Brazilian paper money, payable monthly in 12 equal installments :

Colonel . . . . .	72:000\$000 (Seventy-two contos)
Lieutenant Colonel . . . . .	66:000\$000 (Sixty-six contos)
Major . . . . .	60:000\$000 (Sixty contos)
Captain . . . . .	54:000\$000 (Fifty-four contos)

*Article 13.*

Each member of the Mission shall have the right to receive his Brazilian pay beginning on the date of his leaving New York, and continuing, upon completion of his service in the Mission, up to the date of his arrival in New York, proceeding each way by usual sea route. Any member of the Mission who may return to the United States before completing two years' service, or who returns for one of the causes foreseen in Article 26, will only receive full pay up to the date of his leaving Rio de Janeiro, except in the cases of ill-health or termination of the contract of the Mission in which cases payment will be made up to arrival in New York.

*Article 14.*

It is further stipulated that this compensation shall not be subject to any Brazilian tax [tax] now in force or which may hereafter be imposed.

*Article 15.*

The expenses of transportation by land and sea of the members of the Mission, their families, household effect[s] and baggage, including automobiles, shall be paid in advance by the

representative of the Brazilian Government, the officers and their families being furnished with first-class accommodations, families being construed as wives and dependent children throughout the contract. There shall be provided in advance the following allowance to cover expenses of locating and housing each member of the Mission :

Colonel . . . . .	6:000\$000
Lieutenant Colonel . . . . .	5:500\$000
Major . . . . .	5:000\$000
Captain . . . . .	4:500\$000

The household effects and baggage including automobiles of the personnel of the Mission and their families shall be exempt from Customs duties and imposts of any kind in Brazil.

*Article 16.*

The members of the Mission who remain in Brazil two or more years, or until the termination of the Mission, shall have the right, when they return to the United States of America, to the advance payment of transportation expenses of themselves and their families and all effects, as specified in Article 15, and insurance of effects, from Rio de Janeiro to New York ; these expenses to include packing effects and transporting them on board ship in Rio de Janeiro.

*Article 17.*

During the stay of the Mission, the Government of Brazil shall grant, on request of the Chief of the Mission, free entry for articles of personal and family use ; families being construed as wives and dependent children.

*Article 18.*

Each member of the Mission with more than two complete years of service in Brazil shall have the right to a leave of three months on full pay, and also the right of leaving Brazil. In case he leaves Brazil, he shall have the right to travel time in addition to his leave and he shall receive his full pay in Brazilian money at the rate specified in Article 12, during both his leave and time of travel. The Chief of the Mission shall arrange, after consultation with the Chief of the General Staff, that such leaves inconvenience as little as possible the interests of the Brazilian Army.

*Article 19.*

Members of the Mission who may become ill, shall be cared for by the Brazilian Government, in such hospital as the Chief of the Mission may, after consultation with the Brazilian authorities, consider suitable.

*Article 20.*

In case of travel performed on official business outside of the Federal District and Nictheroy, by any member of the Mission, such member shall receive while engaged therein, besides his regular compensation, *per diem* allowances and transportation which shall be the same as those allowed to the officers of the Brazilian Army of the same rank and in like circumstances.

*Article 21.*

The officers of the Mission shall be accorded the same rights and privileges which are enjoyed by diplomatic representatives accredited to Brazil and of corresponding rank, except as regards the rights of importation mentioned above.

*Article 22.*

A suitable automobile with chauffeur shall be permanently assigned to the Chief of the Mission for the use of the Mission on official service. When this automobile is unavailable because of repair, overhaul or other reason a suitable substitute will be provided.

*Article 23.*

A private office and necessary equipment shall be provided the members of the Mission for their work.

*Article 24.*

Every member of the Mission shall have a Brazilian officer detailed as an assistant.

*Article 25.*

If cancellation of this contract be effected on the request of the United States of America, all expenses of the return of the Mission and the families and all effects thereof to their country shall be borne by that Government. In case, however, the cancellation should be effected on the initiative of the Brazilian Government, or as a result of war between Brazil and a foreign Power, the Brazilian Government shall bear all the costs of the return to the United States of America of the Mission and the families and all effects thereof, in accordance with the provision of Articles 13 and 16, and in addition thereto, the Brazilian Government shall pay to each officer an amount equivalent to three months' compensation from the date of his arrival in New York proceeding by usually traveled sea route.

## TITLE V.

## RECALL AND REPLACEMENT OF MEMBERS OF THE MISSION.

*Article 26.*

The United States of America may, if the public interest so requires, recall, at any time, any one or all of the members of the Mission, substituting for them other officers acceptable to the Brazilian Government, all the expenses connected therewith being incumbent on the Government of the United States of America. If, on the request of the Brazilian Government, any member of the Mission is recalled for due and just cause other than that of the termination of his services on the Mission or his illness, all the expenses connected with the return shall be incumbent on the United States of America.

*Article 27.*

Any member of the Mission may be relieved on his own request, by the Government of the United States of America, after two years of service in Brazil, being replaced in each case by an officer of corresponding rank and arm, as specified in Article 6, who is acceptable to the Brazilian Government.

*Article 28.*

No member of the Mission relieved on his own request before he gives two years' service shall be entitled to travel expenses and transportation of effects at the expense of the Brazilian Government except in case of illness.

*Article 29.*

If any member of the Mission should be obliged by illness to discontinue service with the Mission, the Brazilian Government shall bear the expenses of return of himself, family and all effects thereof, to the United States as above stipulated for members with more than two years of service.

*Article 30.*

If a member of the Mission or one of his family should die in Brazil, the Brazilian Government shall have the body transported to such city in the United States as the family of the deceased may designate. In case the deceased should be a member of the Mission, the Brazilian Government shall pay the expenses of the travel of the family and the transportation of all their effects to New York.

*Article 31.*

In case of substitution for a member of the Mission, all the clauses of this Agreement, except in cases of express provisions to the contrary, shall apply to the substitute, including those specified in Articles 13 and 15.

## TITLE VI.

## SUPERSESION OF ORIGINAL CONTRACT AND AUTHENTICATION OF NEW AGREEMENT.

*Article 32.*

From the date of signing of this new Agreement, embodied herein, by the accredited representatives of the Governments of the United States of America and of the United States of Brazil, it will be in full effect and supersede entirely and in all particulars the original contract<sup>1</sup>, signed at Washington May 10th, 1934, by the Secretary of State of the United States of America, and the Brazilian Ambassador to the United States of America, and all supplementary agreements<sup>2</sup> thereto.

*Article 33.*

In faith whereof, the undersigned, being duly authorized, sign the present contract in two texts, each one in the English and Portuguese languages, at Rio de Janeiro, the twelfth day of November of 1936.

(Seal) R. M. SCOTTEN.

(Seal) José Carlos DE MACEDO SOARES.

(Seal) Gen. João GOMES RIBEIRO FILHO.

Certified to be a true and complete textual copy of the original Agreement in all the languages in which it was signed.

For the Secretary of State  
of the United States of America :

C. E. MacEachran,

*Chief Clerk and Administrative  
Assistant.*

<sup>1</sup> Vol. CL, page 445, of this Series.

<sup>2</sup> Vol. CL, page 454 ; and Vol. CLXIV, pages 422 and 426, of this Series.