

No. 73

UNITED STATES OF AMERICA
and
BRAZIL

**Agreement for the development of food stuffs production in
Brazil. Signed at Rio de Janeiro, on 3 September 1942**

English and Portuguese official texts communicated by the Permanent Representative of the United States of America at the seat of the United Nations. The filing and recording took place on 3 March 1948.

ETATS-UNIS D'AMERIQUE
et
BRESIL

**Accord relatif au développement de la production de denrées
alimentaires au Brésil. Signé à Rio-de-Janeiro, le 3 sep-
tembre 1942**

Textes officiels anglais et portugais communiqués par le représentant des Etats-Unis d'Amérique au siège de l'Organisation des Nations Unies. Le classement et l'inscription au répertoire ont eu lieu le 3 mars 1948.

No. 73. AGREEMENT¹ BETWEEN THE GOVERNMENTS OF THE UNITED STATES OF AMERICA AND OF THE UNITED STATES OF BRAZIL, FOR THE DEVELOPMENT OF FOOD STUFFS PRODUCTION IN BRAZIL, ESPECIALLY IN THE STATES SITUATED IN THE AMAZON REGION, NORTH AND NORTHEAST, INCLUDING THE STATE OF BAIA. SIGNED AT RIO DE JANEIRO, ON 3 SEPTEMBER 1942

On the third day of September nineteen hundred and forty-two, being present in the Ministry of Foreign Affairs, in this city of Rio de Janeiro, on the one part Ambassador Jefferson Caffery and Mr. Nelson Rockefeller, the latter Coordinator of Inter-American Affairs, as representatives of the Government of the United States of America, and on the other part, Messrs. Oswaldo Aranha and Apolonio Sales, respectively, Ministers of Foreign Affairs and of Agriculture, as representatives of the Government of the United States of Brazil, having in view the situation created by the war and the difficulties of transportation; and considering the exchange of correspondence between the Government of the United States of America and that of Brazil,² consisting of notes of the 3rd. and the 14th. of March of the current year, telegrams from the Office of the Coordinator of Inter-American Affairs, and from the Brazilian Embassy in Washington, as well as the conversations held on the 27th. of August last, between the representatives of the aforesaid Office and of the American Embassy in Rio de Janeiro and the Ministry of Agriculture, resolve to sign the present Agreement for the execution of a plan for the development of food stuffs production in Brazil, especially in the Amazon Region, North and Northeast, including the State of Baía, in accordance with the following clauses:

Clause First

The work to be carried out will follow a plan which shall be drawn up by the Ministry of Agriculture, with the collaboration of North-American specialists, who will be put at the disposal of the Ministry of Agriculture for this purpose.

¹ Came into force on 3 September 1942, as from the date of signature, in accordance with clause sixth.

² Not printed.

Clause Second

The plan referred to in the previous Clause, is designed to increase the production of foodstuffs of vegetable and animal origin, of primary necessity, covering at least the following items:

- a) technical assistance for the increase and improvement of production of foodstuffs of animal and vegetable origin;
- b) provision of means, tools, equipment, insecticides, etc., for the increased production of foodstuffs of animal and vegetable origin;
- c) amplification of the resources of the Divisions for the Development of of Animal and Vegetable Production, designed to establish an efficient extension service, in accordance with the modern agricultural techniques followed in Brazil and in the United States;
- d) development of plans, technical assistance and the execution of irrigation, drainage, and soil conservation works;
- e) collaboration in the solution of problems of handling, storage, conservation and distribution of the food products;
- f) technical and financial assistance for agricultural colonization;
- g) betterment of the conditions of nutrition of the populations in the areas in which this Agreement is carried out.

Clause Third

For the execution of this Agreement, the Brazilian Government assumes the following obligations:

1. To contribute, through the immediate opening of a special appropriation, five thousand contos of reis.
2. To orient, in the sense of this Program the continuance of the application of the:
 - a) five thousand contos of reis allocated for the emergency development of production throughout the Northeast;
 - b) three thousand forty-six contos of reis of the ordinary budget of the Division for the Development of Vegetable Production during the present fiscal year, ending December 31, 1942;
 - c) eight thousand four hundred seventy-five contos of reis of funds deposited in the Bank of Brazil, for the disposition of this Division, for the execution of the

Joint Services during this fiscal year, in accordance with contracts signed between the Union and the States of the aforesaid regions, cited in the present Agreement.

3. To include in the Federal budget to be approved for the next fiscal year, from January 1st. to December 31, 1943, the sum of seven thousand seven hundred contos of reis, as well as to assure the inclusion of an appropriation of three thousand eight hundred fifty contos of reis in the budgets of the States which maintain contracts with the Union, for the execution of the joint services, for the same period, in the regions provided for in this agreement. The application of these funds will be oriented in the sense of this Agreement.

4. To contribute, in the year 1943, the resources of personnel and material provided for in the ordinary budget of the Ministry of Agriculture, destined to the development of vegetable and animal¹ production in the regions provided for in this Agreement, a total of not less than five thousand contos of reis.

5. To deposit the funds provided for in obligations nos. 1 and 3, in the Bank of Brazil, to be applied in accordance with instructions which will be approved by the Minister of Agriculture.

6. To assure the utilization, in the execution of this plan, of all fields, installations and equipment of the Division for the Development of Vegetable Production, as well as the technical collaboration of all other agencies of the Ministry of Agriculture as may become necessary.

Clause Fourth

The Coordinator of Inter-American Affairs, on his part, assumes the following obligations:

1. To contribute the amount of one million dollars, for the first year of operation of this Agreement, in two sums of one-half million dollars, the first after the signing of this contract, and the other when the Brazilian Government deposits with the Bank of Brazil the amount of five thousand contos of reis, in accordance with the obligation in item no. 1, Clause 3, assumed by the same.

2. To contribute one million dollars, during the first half of September, 1943.

3. To send and to maintain in Brazil, during the duration of the present Agreement, North-American technicians specialized in the matters pertaining to this Agreement, paying their salaries, traveling expenses and per diem.

4. To facilitate, as far as possible, the acquisition of specialized material which may be necessary for the execution of this Agreement.

¹ Note of the Secretariat.—The words "and animal" do not appear in the Portuguese text.

5. To deposit the contributions stipulated in Items 1 and 2 of this Clause, with the Bank of Brazil, at the disposal of the Minister of Agriculture, in a special account for the Brazilian-American Food Production Commission, to be expended in accordance with provisions of Clause 5, Letters *c* and *d*.

Clause Fifth

For the execution of this Agreement:

a) There will be constituted a special Commission which shall be called the Brazilian-American Food Production Commission, composed of:

1—The Director of the Division for the Development of Vegetable Production who will serve as President of the Commission;

2—the Chief Food Production Specialist designated by the Coordinator of Inter-American Affairs.

b) The seat of the Brazilian-American Food Production Commission will be in Rio de Janeiro, being subject to transfer to another city in the judgement of the Minister of Agriculture.

c) The application of the resources at the disposition of the Brazilian-American Commission, and its presentation of accounts will be in accordance with instructions to be drawn up by said Commission and to be approved by the Minister of Agriculture.

d) The expenditures made for the account of the Brazilian and American contributions, consisting of item 1 of Clause 3, and items 1 and 2 of Clause 4, will be duly recorded in appropriate accounting procedure, to be submitted for the approval of the Minister of Agriculture after having been duly examined and passed upon by the two members composing the Brazilian-American Commission.

e) The vouchers of the expenditures incurred by the Division for the Development of Vegetable Production from the funds set forth in item 2 letters *a* and *c*, and item 3 of clause 3 will be subject to the accounting procedure set forth in the regulations now in effect, it being understood that a special copy of all of the vouchers will be supplied for the information of the American member of the Brazilian-American Food Production Commission.

f) The vouchers of the expenditures incurred under the ordinary budget, consisting of item 2, letter *b*, and item 4, of clause 3, will be made in accordance with the requirements of Brazilian public accounting, there being sent, however, to the Brazilian-American Food Production Commission a copy of the distribution of the credits made to the Fiscal authorities of the States included in the area of the present Agreement.

g) It is understood that all improvements made under the provisions of the present Agreement will remain the property of the Brazilian Government.

Clause Sixth

The present Agreement will be for the duration of two years, counting from the date of its signature, and may be extended in the judgement of the contracting parties.

IN WITNESS WHEREOF, the undersigned, duly authorized thereto, sign and seal the present Agreement in duplicate in the English and Portuguese languages.

[SEAL]

Jefferson CAFFERY

Nelson A. ROCKEFELLER

[SEAL]

Oswaldo ARANHA

Apolonio SALES