

No. 183

**UNITED STATES OF AMERICA
and
BRAZIL**

Exchange of Notes constituting an Agreement on vocational industrial education. Rio de Janeiro, 26 March and 5 April 1946

English and Portuguese official texts communicated by the Permanent Representative of the United States of America at the seat of the United Nations. The registration took place on 30 January 1948.

**ETATS-UNIS D'AMERIQUE
et
BRESIL**

Echange de notes constituant un accord relatif à l'enseignement professionnel industriel. Rio-de-Janeiro, 26 mars et 5 avril 1946

Textes officiels anglais et portugais communiqués par le représentant des Etats-Unis d'Amérique au siège de l'Organisation des Nations Unies. L'enregistrement a eu lieu le 30 janvier 1948.

No. 183. EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ ON VOCATIONAL INDUSTRIAL EDUCATION BETWEEN THE UNITED STATES OF AMERICA AND BRAZIL. RIO DE JANEIRO, 26 MARCH AND 5 APRIL 1946

I

The American Chargé d'Affaires ad interim to the Brazilian Minister of Foreign Affairs

EMBASSY OF THE UNITED STATES OF AMERICA

No. 505

Rio de Janeiro, March 26, 1946

Excellency:

I have the honor to refer to the Agreement on Vocational Industrial Education between the Ministry of Education and Health of the United States of Brazil and the Inter-American Educational Foundation, Inc., dated January 3, 1946, and signed by Dr. Raul Leitão da Cunha, Minister of State of Education and Health, for the Ministry of Education and Health of the United States of Brazil, and by Mr. Kenneth Holland, President of the Inter-American Educational Foundation, Inc., for the Foundation.

Clause XXII of the Agreement above-mentioned provides as follows:

“This Agreement shall become effective the 1st. of January, 1946, and shall remain in force through June 30, 1948, and may be extended by mutual written agreement. And in pursuance thereto there shall be an exchange of diplomatic notes between the Ministry of Foreign Affairs of the United States of Brazil and the Embassy of the United States of America in Brazil.”

Inasmuch as the Agreement contemplates that there shall be an exchange of notes for the purpose of formalizing and confirming the Agreement, I have the honor to inform Your Excellency that the Government of the United States of America approves the Agreement above-mentioned. Upon receipt of a note from Your Excellency indicating that the Agreement is approved by the Government of the United States of Brazil, the Government of the United States of

¹Came into force on 1 January 1946, by the exchange of the said notes in accordance with clause XXII.

America will consider the Agreement to be concluded as between the two Governments, effective January 1, 1946, as provided in Clause XXII of the Agreement.

Accept, Excellency, the renewed assurances of my highest and most distinguished consideration.

Paul C. DANIELS
Chargé d'Affaires ad interim

His Excellency Dr. João Neves da Fontoura
Minister of Foreign Affairs
Rio de Janeiro

PORTUGUESE TEXT — TEXTE PORTUGAIS

The Brazilian Minister of Foreign Affairs to the American Chargé d'Affaires ad interim

II

MINISTERIO DAS RELAÇÕES EXTERIORES

Rio de Janeiro, em 5 de abril de 1946

Senhor Encarregado de Negócios,

Tenho a honra de acusar recebimento da nota n° 505, de 26 de março próximo findo, relativa ao Acôrdo sôbre Educação Industrial-Vocacional, celebrado entre o Brasil e a "Inter-American Educational Foundation, Inc.", e assinado, a 3 de janeiro do corrente ano, pelo Ministro de Educação e Saúde do Brasil e o Presidente daquela Fundação.

2. A cláusula XXII do referido documento dispõe:

"O período de vigência do presente Acôrdo deverá ser de 1° de janeiro

II

TRANSLATION¹ — TRADUCTION¹

MINISTRY OF FOREIGN AFFAIRS

Rio de Janeiro, April 5, 1946

Mr. Chargé d'Affaires,

I have the honor to acknowledge the receipt of Note No. 505, of March 26, 1946, relating to the Agreement on Vocational Industrial Education, made between Brazil and the Inter-American Educational Foundation, Inc., and signed on January 3 of the current year by the Minister of Education and Health of Brazil and the President of that Foundation.

2. Clause XXII of the aforesaid document provides:

"This Agreement shall become effective the 1st of January, 1946, and

¹ Translation by the Department of State of the United States of America.

¹ Traduction du Département d'Etat des Etats-Unis d'Amérique.

de 1946 a 30 de junho de 1948 e poderá ser prorrogado mediante acôrdo escrito. Para os devidos efeitos, êste Acôrdo será sujeito a uma troca de notas entre o Ministério das Relações Exteriores do Brasil e a Embaixada dos Estados Unidos da América junto ao Governô brasileiro”.

3. De conformidade com o citado dispositivo, essa Embaixada informa êste Ministério de que o Governô dos Estados Unidos da América aprova o referido Acôrdo e de que, após o recebimento da presente nota, considerará o mesmo como concluído entre os dois Governos, e em vigor desde 1º de janeiro do ano corrente.

4. Em resposta, cabe-me comunicar a Vossa Senhoria haver o Governô brasileiro aprovado o mencionado Acôrdo sôbre Educação Industrial-Vocacional, assinado pelo Ministério da Agricultura do Brasil e o “Inter-American Educational Foundation, Inc.”, a 3 de janeiro de 1946.

Aproveito a oportunidade para renovar a Vossa Senhoria os protestos de minha mui distinta consideração.

João NEVES DA FONTOURA

Ao Senhor Paul C. Daniels
Encarregado de Negócios
dos Estados Unidos da América

shall remain in force through June 30, 1948, and may be extended by mutual written agreement. And in pursuance thereto there shall be an exchange of diplomatic notes between the Ministry of Foreign Affairs of the United States of Brazil and the Embassy of the United States of America in Brazil.”

3. In conformity with the above-mentioned provision, your Embassy has informed this Ministry that the Government of the United States of America approves the aforesaid Agreement and that, upon the receipt of the present note, it will consider the Agreement as concluded between the two Governments, and effective from January 1, 1946.

4. In reply, I am pleased to communicate to you that the Brazilian Government has approved the above-mentioned Agreement on Vocational Industrial Education, signed by the Ministry of Agriculture of Brazil and the Inter-American Educational Foundation, Inc., on January 3, 1946.

I avail myself of the opportunity to renew to Your Excellency the assurances of my very distinguished consideration.

João NEVES DA FONTOURA

Paul C. Daniels, Esquire
Chargé d’Affaires of the
United States of America

AGREEMENT ON VOCATIONAL INDUSTRIAL EDUCATION
BETWEEN THE MINISTRY OF EDUCATION AND HEALTH OF
THE UNITED STATES OF BRAZIL AND THE INTER-AMERICAN
EDUCATIONAL FOUNDATION, INC. SIGNED AT RIO DE
JANEIRO, ON 3 JANUARY 1946

The Ministry of Education and Health of the United States of Brazil (hereinafter called the "Ministry of Education"), and the Inter-American Educational Foundation, Inc., a corporation of the Office of Inter-American Affairs and an agency of the Government of the United States of America (hereinafter called the "Foundation"), have decided to enter into the following agreement to undertake a cooperative educational program to promote Inter-American understanding by bringing about a better interchange of educators, educational ideas and methods between Brazil and the United States of America, pursuant to Resolution 28 adopted by the First Conference of Ministers and Directors of Education of the American Republics held in Panama in September and October of 1943.

Clause I

The objectives of this cooperative educational program are:

- a) The development of closer relations between teachers of vocational education in the United States of Brazil and the United States of America;
- b) the interchange and training of Brazilian and United States specialists in vocational education;
- c) the development of such other projects in the field of vocational education as may be of mutual interest to the parties.

Clause II

The methods of carrying out the said cooperative educational program are expected to include:

- a) The furnishing by the Foundation of a small Field Staff of specialists in vocational education to collaborate in the realization of the cooperative educational program;
- b) The development and realization, in cooperation with various Brazilian authorities, of programs related to:

- 1 — Studies and surveys relative to the educational needs of Brazil and of the United States of America, especially in the field of vocational education, and of the resources which are available to meet them;
 - 2 — Grants to permit Brazilian administrators, educators, and special service personnel to go to the United States of America to study, to lecture, to teach and to interchange ideas and experiences with administrators, educators, and specialists in the United States of America;
 - 3 — The organization and development of teacher-training programs in vocational education;
 - 4 — The purchase of equipment, the preparation of teaching materials and aids and the provision of adequate library holdings and services.
- c) The use of whatever other methods and means which may mutually be considered appropriate for the realization of this cooperative educational program.

Clause III

The Field Staff of the Foundation, mentioned in Clause II, Section *a*), of this agreement, shall be of such size as the Foundation shall deem advisable and shall be under the direction of an official of the Foundation who shall have the title of "Special Representative, Inter-American Educational Foundation, Inc." (hereinafter called the "Special Representative of the Foundation") and who shall be the representative in Brazil of the Foundation in connection with the program to be undertaken in accordance with this agreement. The Special Representative and the other members of the Field Staff of the Foundation shall be acceptable to the Minister of State of Education and Health.

Clause IV

There shall be created as an integral part of the Ministry of Education a special Commission, which shall have the name of "Comissão Brasileiro-Americana de Educação Industrial" (hereinafter referred to as the "CBAI") and which shall act as the executing body in the realization of the cooperative educational program. The Director of the Diretoria de Ensino Industrial of the Ministry of Education shall be the delegate of the Minister of State of Education and Health for all purposes connected with the cooperative educational program and this agreement and shall be Superintendent of the CBAI. The Special Representative of the Foundation shall participate in the CBAI with the designa-

tion of "United States of America Representative in the CBAI", and the other members of the Field Staff of the Foundation shall participate in the activities of the CBAI and of the cooperative educational program in general in such capacities as shall be determined by mutual agreement between the Superintendent of the CBAI and the Special Representative of the Foundation.

Clause V

a) The cooperative educational program shall consist of individual projects. Each project shall be embodied in a written Project Agreement which shall be mutually agreed upon and signed by the Superintendent of the CBAI and the Special Representative of the Foundation and which shall define the kind of work to be done, the allocation of funds therefor and the parties responsible for execution and such other matters as the parties mentioned shall desire to include.

b) The selection of Brazilian Specialists to be sent to the United States of America pursuant to this program, as well as the programs of training which they shall follow, shall be made by mutual written agreement between the Superintendent of the CBAI and the Special Representative of the Foundation.

c) The general policies and procedures governing the realization of the cooperative educational program, the carrying out of the projects, and the operations of the CBAI, such as, the disbursement and accounting of funds, the purchase, use, inventory, control and disposition of property, the appointment and discharge of personnel of the CBAI and their conditions of employment, and any other administrative matters, shall be determined and established by mutual written agreement between the Superintendent of the CBAI and the Special Representative of the Foundation. All contracts of the CBAI, as well as all disbursements from the CBAI bank account, shall bear the joint signatures of the Superintendent of the CBAI and of the Special Representative of the Foundation, in his capacity as United States of America Representative in the CBAI. The books and records of the CBAI relating to the cooperative educational program shall be opened at all times for inspection by representatives of the Government of the United States of Brazil and of the Foundation, and the Superintendent of the CBAI shall render reports to the Government and to the Foundation at such intervals as may be agreed upon between the Superintendent of the CBAI and the Special Representative of the Foundation.

Clause VI

It is contemplated that the projects to be undertaken in accordance with this cooperative educational agreement shall include assistance to, and cooperation with, Brazilian Federal and State Institutions, as well as with other Brazilian Institutions of an official or semi-official character. Funds of the CBAI and

other resources contributed by the parties hereto may be allocated and expended for such purposes upon the authority of written project agreements as provided in the preceding clause. Additional or supplementary contributions of whatever nature or source may be accepted and used for projects in furtherance of this cooperative Educational Agreement.

Clause VII

In view of the fact that the CBAI is a part of the Ministry of Education, the CBAI and all its personnel shall enjoy the same rights and privileges which are enjoyed by other divisions of the Ministry of Education and by the personnel of the same.

Clause VIII

All funds, materials, equipment and supplies acquired for the CBAI shall become the property of the Government of the United States of Brazil and shall be devoted to the Program. The Superintendent of the CBAI and the Special Representative of the Foundation shall determine by mutual agreement the precise disposition and use of any funds and any property remaining unobligated or unexpended on the termination of this agreement.

Clause IX

a) The Foundation shall determine and pay the salaries and other expenses directly payable to the members of the Field Staff, as well as such other expenses of an administrative nature as the Foundation may incur in connection with the development of this program, from the sum of One Hundred and Twenty-Five Thousand (\$125,000.00) Dollars, U. S. Currency, which it will retain and which for the purposes of this agreement shall be denominated the "Administrative Funds of the Foundation".

b) In addition, the Foundation shall deposit in a special bank account, in a Brazilian bank mutually agreed upon by the Superintendent of the CBAI and the Special Representative of the Foundation, to the account of the CBAI, the sum of One Hundred and Twenty-Five Thousand (\$125,000.00) Dollars U. S. Currency. These funds, which shall, for the purposes of this agreement, be denominated the "Program Funds of the Foundation", shall be deposited by the Foundation on the following dates in the following amounts:

During January 1946	U.S. \$40,000.00
During January 1947	U.S. \$45,000.00
During January 1948	U.S. \$40,000.00
Total to be deposited	U.S. \$125,000.00
Administrative Funds of the Foundation	U.S. \$125,000.00
Total contribution of the Foundation	U.S. <u>\$250,000.00</u>

c) The Foundation furthermore expresses its intention and willingness to place at the disposition of the cooperative educational program, whenever in the judgment of the Foundation that may be possible, the organization and staff of the Foundation in the United States of America, its knowledge of, and contacts with, cooperating educational agencies in the United States of America and its experience and special facilities which, within the limitations of available resources, are expected to provide many of the necessary services to enable Brazilian educators and special service personnel to use to best advantage their grants for study or travel in the United States of America.

Clause X

The Government of the United States of Brazil, in addition to its regular budget for vocational education, shall deposit in the same special bank account, to the order of the CBAI, the equivalent in Brazilian currency of Five Hundred Thousand (\$500,000.00) Dollars, U. S. Currency, on the following dates and in the following amounts:

During January 1946	U.S. \$200,000.00
During January 1947	U.S. \$200,000.00
During January 1948	U.S. \$100,000.00
Total to be deposited	U.S. \$500,000.00

Clause XI

The Government of the United States of Brazil, in addition to its cash contribution as provided herein, shall in agreement with the Special Representative of the Foundation:

- a) appoint specialists to collaborate with the Field Staff of the Foundation;
- b) collaborate with the CBAI in making available office space, office equipment, furnishings and other such facilities, materials, equipment, supplies and services as it may conveniently provide for the said program;
- c) lend the general assistance thereto of the other Departments of the Government. ' .

Clause XII

The Funds deposited by either party for any year shall not be drawn until the funds for the same year are deposited by the other party. Funds deposited by either party and not matched by the required deposit of the other party shall be returned to the contributor.

Clause XIII

All the funds mentioned in this agreement, that is, of the Government of the United States of Brazil, of the Foundation and of the CBAI, shall continue to be available for the said cooperative educational program during the existence of this agreement, without regards to annual periods or fiscal years of either of the parties.

Clause XIV

Interest on funds of the CBAI, and income, if any, upon investments of the CBAI, and any increment of assets of the CBAI, of whatever nature or source, shall be dedicated to the realization of the program and shall not be credited against the contributions of the Government of the United States of Brazil or of the Foundation.

Clause XV

In view of the fact that many purchases of materials, supplies, and equipment and other disbursements relating to the execution of the Program, as well as other payments and disbursements on behalf of Brazilian personnel sent on grants to the United States of America, must necessarily be made in the United States of America, and in view of the further fact that the "Administrative Funds of the Foundation" may be inadequate to furnish the full number of United States of America technicians whom it may be desirable to employ and make available to the cooperative program, the Superintendent of the CBAI and the Special Representative of the Foundation may agree to withhold from the payments to be made by the Foundation into the bank account of the CBAI the amounts deemed to be necessary to pay for such purchases and disbursements in the United States of America and to employ and pay the salaries, living allowances, travel and other expenses of such additional United States of America personnel as the Superintendent of the CBAI and the Special Representative of the Foundation may mutually agree upon. Such amounts shall be considered as if deposited under the terms of this agreement. Any funds so withheld by the Foundation for such purposes and not expended or obligated therefor shall be deposited in the said bank account at any time upon the mutual agreement of the Superintendent of the CBAI and the Special Representative of the Foundation.

Clause XVI

In the event that, upon the expiration of each twelve-month period of this agreement, calculated from the date of its execution, and again six months before its expiration, the Foundation deems that the funds, which it has set aside as "Administrative Funds of the Foundation", will be more than are needed for

that purpose for the entire period of the program, the Foundation will thereupon advise the Superintendent of the CBAI of the surplus which it can accordingly make available for projects, and such additional sums shall be paid into the bank account of the CBAI or shall be otherwise disposed of pursuant to this Agreement.

Clause XVII

All the funds introduced into Brazil by the Foundation for the purposes of the cooperative educational program shall be exempt from all taxes, service charges, investment or deposit requirements and other currency controls, and shall be converted into Cruzeiros at the most favorable rate of exchange which the Government of the United States of Brazil or any of its Agencies or any Brazilian bank concedes to the Government or to any of its Departments or to any other Nation, organization, or individual. Similarly, where it may be necessary or advisable to convert Cruzeiros into Dollars for the financing of grants or for other expenditures in the United States of America, the conversion of Cruzeiros into Dollars shall be made at the official rate of exchange.

Clause XVIII

The Government of the United States of Brazil accepts and recognizes the Foundation as a corporate agency of the Government of the United States of America, having juridic personality, and, accordingly, the Foundation shall be exempt and immune from, among other things, any and all taxes, fees, charges, imposts, and custom duties, whether national, state, provincial or municipal, and from all requirements for licenses. The personnel of the Foundation who are citizens of the United States of America shall be exempt from all Brazilian income taxes and social security taxes with respect to the income on which they are obliged to pay income taxes or social security taxes in the United States of America. Such personnel shall also be exempt from the payment of customs or other duties on personal effects and on goods, equipment and supplies imported or exported for their own personal use or for the personal use of the members of their families.

Clause XIX

Any right, privilege, power, or duty conferred by this Agreement upon either the Superintendent of the CBAI, the Special Representative of the Foundation or the Special Representative in his capacity as United States of America representative in the CBAI may be delegated by the recipient thereof to representatives, provided that each such representative be satisfactory to the said official of the other Government. But regardless of the naming of such representatives, the Superintendent of the CBAI, the Special Representative of the Foundation and the Special Representative in his capacity as United States of America Representative in the CBAI shall have the right to refer any matter directly to one another for discussion and decision.

Clause XX

The Executive Power of the Government of the United States of Brazil will take the necessary steps to obtain the legislation, decrees, orders, or resolutions necessary to carry out the terms of this agreement.

Clause XXI

This agreement may be amended from time to time, if deemed advisable by the parties hereto, but all amendments shall be in writing and signed by a representative of the Government of the United States of Brazil and of the Foundation duly authorized thereto.

Clause XXII

This Agreement shall become effective the 1st. of January, 1946, and shall remain in force through June 30, 1948, and may be extended by mutual written agreement. And in pursuance thereto there shall be an exchange of diplomatic notes between the Ministry of Foreign Affairs of the United States of Brazil and the Embassy of the United States of America in Brazil.

IN WITNESS WHEREOF the undersigned, duly authorized thereto, sign the present agreement in duplicate, in the English and Portuguese languages, in Rio de Janeiro, Brazil, this third day of January, nineteen hundred and forty-six.

For the Ministry of Education and Health:

Raúl LEITÃO DA CUNHA

Minister of State of Education and
Health

For the Inter-American Educational Foundation,
Inc.:

Kenneth HOLLAND

President