

No. 1047

UNITED STATES OF AMERICA
and
BRAZIL

Agreement relating to a military advisory mission to Brazil.
Signed at Washington, on 29 July 1948

Official texts: English and Portuguese.
Registered by the United States of America on 10 February 1951.

ÉTATS-UNIS D'AMÉRIQUE
et
BRÉSIL

Accord relatif à l'envoi d'une mission consultative militaire
au Brésil. Signé à Washington, le 29 juillet 1948

Textes officiels anglais et portugais.
Enregistré par les Etats-Unis d'Amérique le 10 février 1951.

No. 1047. AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE UNITED STATES OF BRAZIL RELATING TO A MILITARY ADVISORY MISSION TO BRAZIL. SIGNED AT WASHINGTON, ON 29 JULY 1948

In conformity with the request of the Government of the United States of Brazil to the Government of the United States of America, the President of the United States of America has authorized the appointment of officers and enlisted men of the United States Army, Navy and Air Forces, to constitute an advisory mission to the United States of Brazil under the conditions specified below:

Title I

PURPOSE AND DURATION

Article 1. The purpose of this Mission is to advise the President of the United States of Brazil or his representative in the establishment and operation of a school for senior officers of the Brazilian Army, Navy, and Air Force for combined operations similar to the United States National War College in Washington.

Article 2. This Agreement shall continue for a period of four years from the date of the signing thereof by the accredited representatives of the Government of the United States of America and the Government of the United States of Brazil unless previously terminated or extended as hereinafter provided. Any member of the Mission may be recalled by the Government of the United States of America after the expiration of two years of service in which case another member shall be furnished to replace him.

Article 3. If the Government of the United States of Brazil desires that the services of the Mission be extended beyond the stipulated period, it shall make a written proposal to that effect six months before the expiration of this Agreement.

Article 4. This Agreement may be terminated before the expiration of the period of four years prescribed in Article 2 or before expiration of the extension authorized in Article 3 in the following manner:

(a) By either of the Governments, subject to three months' written notice to the other Government;

(b) By the recall of the entire personnel of the Mission by the Government of the United States of America, in the public interest of the United States of America, without necessity of compliance with provision (a) of this Article.

¹ Came into force on 29 July 1948, by signature.

Article 5. This Agreement is subject to cancellation upon the initiative of either the Government of the United States of America or the Government of the United States of Brazil at any time during a period when either Government is involved in domestic or foreign hostilities.

Title II

COMPOSITION AND PERSONNEL.

Article 6. This Mission shall consist of such personnel of the United States Army, Navy, and Air Force as may be agreed upon by the President of the United States of Brazil through his authorized representative in Washington and the Departments of Army, Navy, and Air Force of the United States of America.

Title III

DUTIES, RANK AND PRECEDENCE

Article 7. The personnel of the Mission shall perform such duties as may be agreed upon between the President of the United States of Brazil, or his duly authorized representative, and the Chief of the Mission.

Article 8. Each member of the Mission shall serve on the Mission with the rank he holds in the Armed Forces of the United States of America, and shall wear the uniform thereof, but shall have precedence over all Brazilian officers of the same rank.

Article 9. The members of the Mission shall be responsible to the President of the United States of Brazil, or his designated representative through the Chief of the Mission.

Article 10. Each member of the Mission shall be entitled to all honors and privileges which the laws and regulations of the Brazilian Armed Forces provide for Brazilian Armed Forces personnel of corresponding rank.

Article 11. The personnel of the Mission shall be governed by the disciplinary regulations of the United States Army, Navy and Air Force.

Title IV

COMPENSATION AND PERQUISITES

Article 12. Members of the Mission shall receive from the Government of the United States of Brazil such net annual compensation expressed in United States currency as may be agreed upon for each individual member between the Governments of the United States of America and the United States of Brazil. The said compensation shall be paid in twelve (12) equal monthly installments, each due and payable on the last day of the month. Payments may be made in Brazilian national currency and when so made shall be computed at the highest official rate of exchange in Rio de Janeiro on the

date on which due. Payments made outside of Brazil shall be in the national currency of the United States of America and in the amounts agreed upon as indicated above. The said compensation shall not be subject to any Brazilian tax, or to tax by any political subdivision of the United States of Brazil that is now or shall hereafter be in effect. Should there, however, at present or during the life of this Agreement be any taxes that might affect the said compensation, such taxes shall be borne by the United States of Brazil in order to comply with the provision stipulated above that the compensation agreed upon shall be net.

Article 13. The compensation agreed upon as indicated in the preceding Article shall commence upon the date of departure from the United States of America of each member of the Mission except as otherwise specifically provided in this Agreement, shall continue, following the termination of duty with the Mission, for the return voyage to the United States of America and thereafter for the period of any accumulated leave which may be due.

Article 14. The compensation due for the period of the return trip and accumulated leave shall be paid to a detached member of the Mission before his departure from Brazil, and such payment shall be computed for travel by the shortest usually traveled route to the port of entry in the United States of America regardless of the route and method of travel used by the member of the Mission.

Article 15. Each member of the Mission and his family shall be furnished by the Government of the United States of Brazil with first-class accommodations for travel, by the shortest usually traveled route, required and performed under this Agreement, between the port of entry in the United States of America and his official residence in Brazil, both for the outward and for the return voyage. The Government of the United States of Brazil shall also pay all expenses of shipment of household effects, baggage and one automobile of each member of the Mission between the port of embarkation in the United States of America and his official residence in the United States of Brazil, as well as all expenses incidental to the transportation of such household effects, baggage and automobile from Brazil to the port of entry in the United States of America. Transportation of such household effects, baggage, and automobile shall be effected in one shipment and all subsequent shipments shall be at the expense of the respective members of the Mission except as otherwise provided in this Agreement or when such shipments are necessitated by circumstances beyond their control.

Article 16. The Government of the United States of Brazil shall grant, upon request of the members of the Mission, exemption from customs duties on articles imported for the official use of the Mission or the personal use of the members thereof, and of members of their families, provided that their request for free entry has received the approval of the Ambassador of the United States of America or of the Chargé d'Affaires ad interim.

Article 17. Compensation for transportation and travel expenses in the United States of Brazil on official business of the Brazilian Government shall be provided by the Government of the United States of Brazil.

Article 18. The Government of the United States of Brazil shall provide the members of the Mission with suitable motor transportation and chauffeurs, and when necessary transportation by air for the conduct of the official business of the Mission.

Article 19. The Government of the United States of Brazil shall provide suitable office space and facilities for the use of members of the Mission.

Article 20. If any member of the Mission or any member of his family should die in the United States of Brazil, the Government of the United States of Brazil shall have the body transported to such place in the United States of America as the surviving members of the family may decide. Should the deceased be a member of the Mission, his services with the Mission shall be considered to have terminated fifteen days after his death. Return transportation to the port of entry in the United States of America for the family of the deceased member and for their baggage, household effects and automobile shall be as prescribed in Article 14. All compensation due the deceased member including salary for fifteen days subsequent to his death and reimbursements for expenses and transportation due the deceased member for travel performed on official business of the Government of the United States of Brazil shall be paid to the widow of the deceased member or to any person who may have been designated in writing by the deceased while serving under this Agreement; but such widow or other person shall not be compensated for accrued leave due and not taken by the deceased. All compensation due the widow, or other person designated by the deceased, under the provisions of this Article, shall be paid fifteen days subsequent to the death of the said member.

Title V

REQUISITES AND CONDITIONS

Article 21. So long as this Agreement or any extension thereof is in effect, the Government of the United States of Brazil shall not utilize the services of any personnel of any other foreign government for duties of any nature connected with a school for senior officers of the Brazilian Army, Navy, and Air Force for combined operations except by mutual agreement between the Government of the United States of America and the Government of the United States of Brazil.

Article 22. Each member of the Mission shall agree not to divulge or in any way disclose to any foreign government or to any person whatsoever any secret or confidential matter of which he may become cognizant as a member of the Mission. This obligation shall continue in force after termination of

service with the Mission and after the expiration or cancellation of this Agreement or any extension thereof.

Article 23. Throughout the Agreement, the term "family" is limited to mean wife and dependent children.

Article 24. Each member of the Mission shall be entitled to one month's annual leave. Any unused portion of said leave shall be cumulative from year to year during services as a member of the Mission.

Article 25. The Government of the United States of Brazil agrees to granting the leave specified in Article 24 upon receipt of written application, approved by the Chief of the Mission with due consideration for the convenience of the Government of the United States of Brazil.

Article 26. The Government of the United States of Brazil shall provide for the members of the Mission and their families free and adequate medical attention.

Article 27. Any members of the Mission unable to perform his duties with the Mission for reason of long continued physical disability shall be replaced.

IN WITNESS WHEREOF, the undersigned, duly authorized thereto, have signed this Agreement in duplicate in the English and Portuguese languages, at Washington, this twenty-ninth day of July, nineteen hundred and forty-eight.

For the Government of the United States of America:
G. C. MARSHALL

For the Government of the United States of Brazil:
Mauricio NABUCCO