

No. 1900

**UNITED STATES OF AMERICA
and
BRAZIL**

**Exchange of notes constituting an agreement relating to
technical co-operation. Rio de Janeiro, 19 December
1950**

Official texts: English and Portuguese.

Registered by the United States of America on 14 October 1952.

**ÉTATS-UNIS D'AMÉRIQUE
et
BRÉSIL**

**Échange de notes constituant un accord de coopération
technique. Rio-de-Janeiro, 19 décembre 1950**

Textes officiels anglais et portugais.

Enregistré par les États-Unis d'Amérique le 14 octobre 1952.

No. 1900. EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN THE UNITED STATES OF AMERICA AND BRAZIL RELATING TO TECHNICAL CO-OPERATION. RIO DE JANEIRO, 19 DECEMBER 1950

I

The American Ambassador to the Brazilian Minister for Foreign Affairs

EMBASSY OF THE UNITED STATES OF AMERICA

No. 224

Rio de Janeiro, December 19, 1950

Excellency :

I have the honor to advise Your Excellency that the Government of the United States of America, moved by a desire to promote the interchange of technical knowledge between the United States of America and Brazil and to cooperate in related activities designed to contribute to the balanced and integrated development of the economic resources and productive capacities of Brazil, agrees on the following points :

1) The Governments of the United States of America and Brazil resolve to cooperate with each other in the interchange of technical knowledge and skills and in related activities designed to contribute to the balanced and integrated development of the economic resources and productive capacities of Brazil. Particular technical cooperation programs and projects will be carried out pursuant to the provisions of such separate written agreements or understandings as may later be reached by the duly designated representatives of Brazil and the Technical Cooperation Administration or other duly designated representatives of the United States of America, or by other persons, agencies, or organizations designated by the Governments.

2) The Government of Brazil through its duly designated representatives in cooperation with the representatives of the Technical Cooperation Administration or other duly designated representatives of the United States of America and representatives of appropriate international organizations will endeavor to coordinate and integrate all technical cooperation programs being carried on in Brazil.

3) The Government of Brazil will cooperate in the mutual exchange of technical knowledge and skills with other countries participating in technical cooperation programs associated with that carried on under this Agreement.

¹ Came into force on 19 December 1950, by the exchange of the said notes.

4) The Government of Brazil will endeavor to make effective use of the results of technical projects carried on in Brazil in cooperation with the United States of America within the limits of available financial resources obtained domestically or abroad.

5) The two Governments will, upon the request of either of them, consult with regard to any matter relating to the application of this Agreement to project agreements heretofore or hereafter concluded between them.

6) The two Governments undertake to provide in a form and at intervals to be mutually agreed upon :

(a) Information concerning projects, programs, measures and operations carried on under this Agreement, including a statement of the use of funds, materials, equipment and services provided thereunder.

(b) Information regarding technical assistance which has been or is being requested by Brazil of other countries or of international organizations.

7) Not less frequently than once a year, the Governments of Brazil and of the United States of America will make public in their respective countries periodic reports on the technical cooperation programs carried on pursuant to this Agreement. Such reports shall include information as to the use of funds, materials, equipment and services.

8) The Governments of the United States of America and Brazil will endeavor to give full publicity to the objectives and progress of the technical cooperation program carried on under this Agreement.

9) In the understandings which are reached on programs and projects referred to in Article 1 there will be included provisions on the orientation and administration of these technical undertakings and on the expenditures which are to be made. In these understandings will be included statements regarding the contributions of the Government of Brazil, it being understood that if such contributions exceed currently budgeted funds for personnel and materials of the Brazilian Administration they will depend upon authorization by the Brazilian Congress. The Government of Brazil agrees to bear a fair share of the cost of technical cooperation programs and projects.

10) Any funds, materials and equipment introduced into Brazil by the Government of the United States of America pursuant to such program and project agreements shall be exempt from taxes, service charges, investment or deposit requirements. All employees of the Government of the United States of America assigned to duties in Brazil in connection with technical cooperation programs and accompanying members of their families shall be given exemption from Brazilian income, social security and personal property taxes, and customs and import duties, to an extent equal to that given personnel of any other non-diplomatic missions or commissions of the United States of America in Brazil.

11) This Agreement shall enter into force as of today's date and shall remain in force until three months after either Government shall have given notice in writing to the other of intention to terminate it.

12) If, during the life of this Agreement, either Government should consider that there should be an amendment thereof, it shall so notify the other Government in writing and the two Governments will thereupon consult with a view to agreeing upon the amendment.

13) Subsidiary project and other agreements and arrangements which may be concluded may remain in force beyond any termination of this Agreement, in accordance with such arrangements as the two Governments may make.

14) This Agreement is complementary to and does not supersede existing Agreements between the two Governments except insofar as other Agreements are inconsistent herewith.

15) The present Note and that of Your Excellency of today's date and the same tenor, in the Portuguese language, will be considered as the Instrument of Administrative Agreement between our two Governments on the subject in question.

I take this opportunity to renew to Your Excellency the assurances of my highest esteem.

Herschel V. JOHNSON

His Excellency Dr. Raul Fernandes
Minister for Foreign Affairs
Rio de Janeiro

II

The Brazilian Minister for Foreign Affairs to the American Ambassador

[PORTUGUESE TEXT — TEXTE PORTUGAIS]

MINISTERIO DAS RELAÇÕES EXTERIORES
RIO DE JANEIRO

DE/COI/DAI/652/550.(22)
812.(22) (42)

Em 19 de dezembro de 1950

Senhor Embaixador,

Tenho a honra de levar ao conhecimento de Vossa Excelência que o Governo dos Estados Unidos do Brasil, animado do desejo de incentivar, entre o Brasil e os Estados Unidos da América, o intercâmbio de conhecimentos técnicos e a cooperação em atividades correlatas que possam contribuir para um desenvolvimento equilibrado e coordenado dos recursos econômicos e da capacidade produtiva do Brasil, concorda nos dispositivos seguintes :

1. Os Governos do Brasil e dos Estados Unidos da América resolvem assentar as bases de uma cooperação recíproca no intercâmbio de métodos,

[TRANSLATION¹ — TRADUCTION²]

MINISTRY OF FOREIGN AFFAIRS
RIO DE JANEIRO

DE/COI/DAI/652/550.(22)
812.(22) (42)

December 19, 1950

Mr. Ambassador,

I have the honor to inform Your Excellency that the Government of the United States of Brazil, moved by the desire to promote, between Brazil and the United States of America, the interchange of technical knowledge and cooperation in correlated activities that can contribute to a balanced and integrated development of the economic resources and productive capacity of Brazil, agrees to the following provisions :

[*See note I*]

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

Raul FERNANDES

His Excellency Herschel V. Johnson
Ambassador of the United States of America

¹ Translation by the Government of the United States of America.

² Traduction du Gouvernement des États-Unis d'Amérique.