

No. 2455

**UNITED STATES OF AMERICA
and
BRAZIL**

Exchange of notes constituting an agreement relating to the assignment of specialists to the Rural University at Minas Gerais. Rio de Janeiro, 29 June 1951

Exchange of notes constituting an agreement amending the above-mentioned Agreement. Rio de Janeiro, 10 December 1952

Official texts: English and Portuguese.

Registered by the United States of America on 25 January 1954.

**ÉTATS-UNIS D'AMÉRIQUE
et
BRÉSIL**

Échange de notes constituant un accord relatif à l'affectation de spécialistes à l'Université rurale de Minas Gerais. Rio-de-Janeiro, 29 juin 1951

Échange de notes constituant un accord modifiant l'Accord susmentionné. Rio-de-Janeiro, 10 décembre 1952

Textes officiels anglais et portugais.

Enregistrés par les États-Unis d'Amérique le 25 janvier 1954.

No. 2455. EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN THE UNITED STATES OF AMERICA AND BRAZIL RELATING TO THE ASSIGNMENT OF SPECIALISTS TO THE RURAL UNIVERSITY AT MINAS GERAIS. RIO DE JANEIRO, 29 JUNE 1951

I

The American Ambassador to the Brazilian Minister for Foreign Affairs

AMERICAN EMBASSY

Note No. 526

Rio de Janeiro, June 29, 1951

Excellency :

I have the honor to refer to Note DE/COI/DAI/652/-550. (22) 812.(22) (42) of the Ministry of Foreign Affairs and to Note No. 224 of this Embassy, both of December 19, 1950,² constituting a general agreement on technical cooperation; and to the Ministry of Foreign Affairs Note DCI/113/561.06(22) of February 23, 1951,³ and the Embassy's Note No. 426 of April 24, 1951,³ pertaining to the interest of the Government of the State of Minas Gerais in obtaining from the United States of America the services of two specialists for the Rural University of that State, one in the field of home economics and the other in the field of agricultural extension. Reference is also made to informal conversations and communications between officials of the Rural University of Minas Gerais and of the United States Department of Agriculture and the Embassy in regard to the assignment of these specialists to that University.

I have been authorized to advise Your Excellency that the Government of the United States is prepared, within limits imposed by funds available for the purpose, to provide for the assignment of qualified specialists to work with the Rural University of Minas Gerais in developing courses in home economics and agricultural extension methods, and in developing extension work in agriculture, home economics, nutrition and rural hygiene. The United States specialists assigned for this purpose are to be stationed at Viçosa in the State of Minas Gerais or at such other places as may be agreed upon by the appropriate officials of the Government of the State of Minas Gerais and of the Government of the United States.

The Government of the United States will defray the cost of the salaries, allowances and per diem of the United States technicians assigned to this project,

¹ Came into force on 29 June 1951 by the exchange of the said notes.

² United Nations, *Treaty Series*, Vol. 141, p. 3.

³ Not printed by the Department of State of the United States of America.

the cost of official travel for them and their families outside of the State of Minas Gerais, and the cost of such equipment, supplies, and facilities as may be determined to be necessary by the Government of the United States.

It is understood that the Rural University of the State of Minas Gerais will make adequate provision for the official travel of the United States technicians within that State, providing motor vehicle transportation or paying the cost of travel by commercial carrier, as may be appropriate in the circumstances; and will provide fuel, lubricants, and maintenance and repair services for such motor vehicles as may be furnished by the Government of the United States for the official use of the project. It is also understood that the Rural University of the State of Minas Gerais will pay the cost of official communications within Brazil, and will provide such office space, land and buildings, equipment and supplies, and secretarial and other assistance as may be required for the conduct of the project. It is further understood that the Rural University of the State of Minas Gerais will provide housing for the United States specialists and their families at reasonable rentals.

The Government of Brazil will grant the technicians of the Government of the United States of America and accompanying members of their families the treatment referred to in Paragraph 10 of the technical cooperation agreement of December 19, 1950.

The Government of the United States will consider that the present Note and Your Excellency's reply indicating concurrence of the Brazilian Government and the acceptance of the above conditions by the Rector of the Rural University, representing the Government of the State of Minas Gerais, constitute an agreement between our two Governments. This agreement shall be effective as of this date, and shall remain in force for one year, subject to extension annually upon concurrence of both Governments, or until one month after either Government shall have given notice in writing to the other of intention to terminate it, whichever is earlier, provided, however, that the obligations of the Rural University of the State of Minas Gerais and the Government of the United States under this agreement for the period subsequent to June 30, 1951, shall be subject to the availability to both of appropriations for the purposes of the agreement.

The agreement effected by this exchange of Notes and all activities carried out pursuant to it shall be governed by the terms and conditions of the general agreement on technical cooperation, referred to above.

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

Herschel V. JOHNSON

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

[TRANSLATION¹ — TRADUCTION²]

The Brazilian Minister for Foreign Affairs to the American Ambassador

MINISTRY OF FOREIGN AFFAIRS

RIO DE JANEIRO

DE/COI/DAI/455/550. (22)

June 29, 1951

Mr. Ambassador,

I have the honor to acknowledge receipt of the note of today's date concerning the obtaining of two American specialists for the Rural University of the State of Minas Gerais, one in home economics and the other in the field of agricultural extension under the program drawn up in the General Agreement on Technical Cooperation, formalized by the exchange of notes DE/COI DAI/652/550.(22) of this Ministry and No. 224 of your Embassy, both dated December 19, 1950, and along the lines indicated in notes DC1/113/561.06(22) of February 23, 1951, of the Ministry and No. 426 of April 24, 1951, of the Embassy, concerning the interest of the Government of that State in obtaining technical assistance from the United States of America, a matter which was also the subject of conversations between officials of the Rural University of Minas Gerais and of the Department of Agriculture of the United States of America, together with officials of the Embassy.

2. I note with pleasure that the Government of the United States of America is prepared, within the limits imposed by the funds available for the purpose, to provide for the assignment of qualified specialists to work with the University of Minas Gerais in developing courses in home economics and agricultural extension methods, and an extension service in the field of agriculture, home economics, nutrition, and rural hygiene, the American specialists assigned for that purpose to be stationed at Viçosa in the State of Minas Gerais or at other places agreed upon by the appropriate authorities of the Government of the State of Minas Gerais and the Government of the United States of America.

3. It is my Government's understanding that the Government of the United States of America will defray the cost of the salaries, allowances, and per diem of the American technicians assigned to work on this project, the cost of official travel for them and their families outside of the State of Minas Gerais, and the cost of such equipment, supplies, and other facilities as may be judged necessary by the United States of America.

4. I understand also that the Rural University of the State of Minas Gerais will pay the cost of the official travel of the American technicians within that State, providing motor vehicle transportation or paying the cost of travel by

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

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

commercial carrier, as the case may be; providing also fuel, lubricants, and maintenance and repair services for such motor vehicles as are furnished by the Government of the United States of America for official use.

5. It is also understood that the Rural University of the State of Minas Gerais will pay the cost of official communications within Brazil and will provide such office space, land, buildings, equipment, and supplies, and secretarial and auxiliary personnel as may be judged necessary for the execution of the project, and will likewise provide housing for the American specialists and their families at reasonable prices.

6. It is also my understanding that the Brazilian Government will grant the American technicians and accompanying members of their families the treatment referred to in paragraph 10 of the Technical Cooperation Agreement of December 19, 1950.

7. The Brazilian Government will consider Your Excellency's note and the present note indicating the concurrence of my Government and the acceptance of the above conditions by the Rector of the Rural University, representing the Government of the State of Minas Gerais, as constituting an agreement between our two Governments, which shall come into force on this date and shall remain in force for one year, being considered extended for subsequent annual periods if both Governments concur therein, or until 30 days after written notification by either Government of its intention to terminate the agreement; it being understood that the obligations assumed by the Rural University of the State of Minas Gerais and the Government of the United States of America for the period subsequent to June 30, 1951, shall be subject to the availability to both parties of appropriations for the purposes contemplated in the Agreement.

8. The agreement concluded by this exchange of notes and all activities carried on thereunder shall be governed by the terms and conditions of the General Agreement on Technical Cooperation referred to above.

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

João NEVES DA FONTOURA

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

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹
AMENDING THE AGREEMENT OF 29 JUNE 1951
BETWEEN THE UNITED STATES OF AMERICA AND
BRAZIL RELATING TO THE ASSIGNMENT OF SPE-
CIALISTS TO THE RURAL UNIVERSITY AT MINAS
GERAIS. RIO DE JANEIRO, 10 DECEMBER 1952

I

The American Ambassador to the Brazilian Minister for Foreign Affairs

EMBASSY OF THE UNITED STATES OF AMERICA

No. 233

Rio de Janeiro, December 10, 1952

Excellency :

I have the honor to refer to the arrangement effected by the exchange of notes of June 29, 1951 at Rio de Janeiro,² pursuant to the Instrument of Administrative Agreement on technical cooperation between the Government of the United States of America and the Government of Brazil effected by an exchange of notes signed at Rio de Janeiro on December 19, 1950,³ which arrangement provides that the United States of America is to provide for the assignment of qualified specialists to work with the Rural University of Minas Gerais in developing courses in home economics and agricultural extension methods, and in developing extension work in agriculture, home economics, nutrition and rural hygiene.

I am authorized by my Government to propose that the program initiated under the arrangement effected by the exchange of notes of June 29, 1951 be continued for a further period extending from June 29, 1952 through June 30, 1953. The program shall continue under the same terms and conditions as agreed upon in the notes exchanged on June 29, 1951, subject to the following additional conditions :

1. That paragraph one of the Embassy's note No. 526 of June 29, 1951 is amended by providing that, in addition to the services of the two specialists referred to, the University may request, and the Government of the United States of America may provide additional specialists, subject to limitations imposed by availability of funds for the purpose.

¹ Came into force on 10 December 1952, with retroactive effect from 29 June 1952, by the exchange and according to the terms of the said notes.

² See p. 304 of this volume.

³ United Nations, *Treaty Series*, Vol. 141, p. 3.

2. Paragraph five of the Embassy's note No. 526 dated June 29, 1951, referring to the treatment to be accorded to the technicians furnished under this agreement and to accompanying members of their families, shall apply to all such technicians whether or not they are employees of the Government of the United States of America.

3. In the event that an agreement for a cooperative program in agriculture in Brazil is signed on behalf of the Government of the United States of America and the Government of Brazil prior to June 30, 1953, the agreement arising from the present exchange of notes shall automatically terminate on the date of entry into force of such agriculture program agreement and be superseded by such agreement unless specific provision to the contrary is contained in such agriculture program agreement.

I should appreciate receiving an expression from your Government at the earliest opportunity concerning the acceptability of the foregoing proposal.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest and most distinguished consideration.

Herschel V. JOHNSON

His Excellency Dr. João Neves da Fontoura
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

DAI/719-A/550(22)

Em 10 de dezembro de 1952

Senhor Embaixador,

Tenho a honra de acusar recebimento da nota nº 233, desta data, relativa ao Acôrdo por troca de notas, de 29 de junho de 1951, para a vinda de técnicos americanos especializados em ciências domésticas e em serviços de extensão agrícola, para a Universidade Rural do Estado de Minas Gerais, dentro do programa estabelecido pelo Acôrdo Geral de Cooperação Técnica, assinado no Rio de Janeiro, a 19 de dezembro de 1950, e pela qual Vossa Excelência me informa que o Governo dos Estados Unidos da América autorizou-o a propor que o programa, iniciado pelo Acôrdo por troca de notas, datado de 29 de junho de 1951, seja prorrogado por um novo período que se estenderá de 29 de junho

de 1952 a 30 de junho de 1953. O programa continuará a vigorar sob os mesmos termos e condições estipuladas nas notas trocadas a 29 de junho de 1951, sujeito às seguintes condições adicionais :

A) O parágrafo 1º, da nota nº 526, de 29 de junho de 1951, da Embaixada dos Estados Unidos da América, fica emendado de modo a permitir que, além dos serviços dos dois técnicos ali mencionados, a Universidade possa requisitar e o Governo dos Estados Unidos fornecer um número maior de especialistas, o qual, porém, não deverá ultrapassar o limite dos fundos disponíveis para esse fim.

B) O parágrafo 5º, da nota 526, de 29 de junho de 1951, referente ao tratamento a ser dispensado aos técnicos que vierem para o Brasil em função deste Acôrdo, bem como aos membros de suas famílias, será extensivo a todos os técnicos, e a suas famílias, sejam eles ou não funcionários do Governo dos Estados Unidos da América.

C) Na hipótese da assinatura de um Acôrdo para um Programa de Cooperação Agrícola no Brasil, entre os Governos do Brasil e dos Estados Unidos da América, antes de 30 de junho de 1953, oriundo da presente troca de notas, será revogado automaticamente, na data da entrada em vigor daquele, a menos que uma cláusula expressa do novo Acôrdo determine o contrário.

2. Em resposta, aprez-me comunicar-lhe que o Governo brasileiro aceita a proposta transmitida por Vossa Excelência e assume os compromissos dela decorrentes, constantes da nota a que tenho a honra de responder.

Aproveito a oportunidade para renovar a Vossa Excelência os protestos da minha mais alta consideração.

João NEVES DA FONTOURA

A Sua Excelência o Senhor Herschel V. Johnson
Embaixador dos Estados Unidos da América

[TRANSLATION¹ — TRADUCTION²]

The Brazilian Minister for Foreign Affairs to the American Ambassador

MINISTRY OF FOREIGN AFFAIRS
RIO DE JANEIRO

DAI/719-A/550(22)

December 10, 1952

Mr. Ambassador,

I have the honor to acknowledge the receipt of note No. 233 of this date regarding the agreement, concluded by the exchange of notes of June 29, 1951, for the assignment of American specialists in domestic sciences and agricultural extension services to the Rural University of the State of Minas Gerais under

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

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

the program established by the General Agreement for Technical Cooperation signed at Rio de Janeiro on December 19, 1950; in the aforesaid note Your Excellency informs me that the Government of the United States of America has authorized you to propose that the program initiated by the Agreement effected by the exchange of notes of June 29, 1951, be continued for a further period extending from June 29, 1952, to June 30, 1953. The program shall continue in effect under the terms and conditions stipulated in the notes exchanged on June 29, 1951, subject to the following additional conditions :

[See note I]

2. In reply, I have the pleasure of informing you that the Brazilian Government agrees to the proposal transmitted by Your Excellency, and accepts the commitments deriving therefrom, as stated in the note which I have the honor to answer.

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

João NEVES DA FONTOURA

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