

No. 2460

**UNITED STATES OF AMERICA
and
BRAZIL**

**Agreement relating to a co-operative program in industrial
apprenticeship training. Signed at Rio de Janeiro,
on 30 June 1952**

Official texts: English and Portuguese.

Registered by the United States of America on 26 January 1954.

**ÉTATS-UNIS D'AMÉRIQUE
et
BRÉSIL**

**Accord relatif à un programme de coopération en matière
de cours d'apprentissage industriel. Signé à Rio-de-
Janeiro, le 30 juin 1952**

Textes officiels anglais et portugais.

Enregistré par les États-Unis d'Amérique le 26 janvier 1954.

No. 2460. AGREEMENT¹ BETWEEN THE UNITED STATES OF AMERICA AND BRAZIL RELATING TO A CO-OPERATIVE PROGRAM IN INDUSTRIAL APPRENTICESHIP TRAINING. SIGNED AT RIO DE JANEIRO, ON 30 JUNE 1952

The Government of the United States of America and the Government of Brazil

HAVE AGREED AS FOLLOWS :

Article I

Pursuant to the Agreement between the Government of the United States of America and the Government of Brazil relating to technical cooperation, effected by an exchange of notes signed at Rio de Janeiro on December 19, 1950,² a cooperative program of technical assistance in the field of industrial apprenticeship shall be initiated in Brazil. The obligations assumed herein by the Government of Brazil will be performed on its behalf by the Serviço Nacional de Aprendizagem Industrial (hereinafter referred to as the "SENAI"), represented by its Director, Dr. Joaquim Faria Góes Filho (hereinafter referred to as the "Director"). The obligations assumed herein by the Government of the United States of America will be performed by it through The Institute of Inter-American Affairs of the Technical Cooperation Administration, a corporate agency of the Government of the United States of America (hereinafter referred to as the "Institute"), represented by its Chief of Field Party, Division of Education, Mr. Edward W. Sheridan (hereinafter referred to as the "Chief of Field Party"). The SENAI, on behalf of the Government of Brazil, and the Institute on behalf of the Government of the United States of America, shall participate jointly in all phases of the planning and administration of this cooperative program. This Agreement and all activities carried out pursuant to it shall be governed by the terms and conditions of the said Agreement relating to technical cooperation.

Article II

The objectives of this cooperative program are :

1. To promote and strengthen understanding and good will between the peoples of the United States of America and Brazil, and to further secure the growth of democratic ways of life;

¹ Came into force on 30 June 1952, as from the date of signature, in accordance with article VII.

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

2. To facilitate the development of industrial apprenticeship in Brazil through cooperative action on the part of the two governments; and

3. To stimulate and increase the interchange between the two countries of knowledge, skills and techniques in the field of industrial apprenticeship.

Article III

It is agreed that this cooperative program shall include :

1. The acquiring of the equipment necessary for the operation of a demonstration school for finishing textiles in Brazil.

2. Sending to Brazil from the United States of America such technicians as the Institute may determine to be needed to assist in the equipping and initial operation of this demonstration school and in determining the need for similar schools in such fields as food processing.

3. Sending to the United States of America for training a maximum of six Brazilians who will return to Brazil to work with SENAI in carrying out the activities initiated under this cooperative program. The Brazilian trainees will be selected by the Technical Assistance Unit of the Joint Brazilian United States Economic Development Commission and their training courses will be designed and arranged by the Chief of Field Party with the concurrence of the Director.

Article IV

The parties hereto shall make available to the extent provided below funds for use in carrying out the program during the period covered by this Agreement in accordance with the following schedules :

1. The Government of the United States of America during the period from the date of signing of this Agreement through June 30, 1953, shall make available the funds necessary to pay the salaries and other expenses of the technicians assigned pursuant to Article III, paragraph 2 hereof, as well as such other expenses of an administrative nature as the Government of the United States of America may incur in connection with this program, subject to the availability of funds beyond June 30, 1952.

2. The Government of the United States of America will also make available, in accordance with its standard practices, the necessary funds and make all arrangements for the transportation, maintenance and training in the United States of America, pursuant to Article III, paragraph 3 hereof, of a maximum of six Brazilian trainees, subject to the availability of funds beyond June 30, 1952.

3. In addition, for the period from the date of signing of this Agreement through June 30, 1953, the Government of the United States of America will make available funds for the purchase by the Institute of equipment decided by the Chief of Field Party and Director to be suitable for the demonstration school mentioned in Article III, paragraph 1 hereof, up to a maximum of US \$69,000.00 (sixty-nine thousand dollars); provided, however, that an expert designated by the Institute determines that such equipment, plus that already available to SENAI, and that which may be procured from local sources pursuant to paragraph 4 below, will provide an integrated school plant reasonably well suited to the intended demonstration purposes.

4. The SENAI, on behalf of the Government of Brazil, for the period from the date of signing of this Agreement through June 30, 1953 will make available cruzeiro funds for the purchase of equipment decided by the Chief of Field Party and the Director to be suitable for the demonstration school mentioned in Article III, paragraph 1 hereof, insofar as such equipment is available from local Brazilian sources. In addition, it will make available not only the buildings and facilities recently completed for use as school shops, in the value of Cr\$3.000.000,00 (three million cruzeiros), but also the shop buildings which are under construction during the current year, in the value of Cr\$ 1.500.000.00 (one million five hundred thousand cruzeiros) and will defray all costs of transporting to Rio de Janeiro and installing on the SENAI premises the equipment acquired by the Institute in accordance with paragraph 3 of this Article.

Article V

The parties hereto declare and recognize that the Institute being a corporate instrumentality of the United States of America, wholly owned, directed and controlled by the Government of the United States of America, is entitled to share fully in all the privileges and immunities, including immunity from suit in the courts of Brazil, which are enjoyed by the Government of the United States of America.

Article VI

The Government of Brazil and the Government of the United States of America will establish procedures whereby the SENAI will so deposit, segregate, or assure title to all funds allocated to or derived from this program so that such funds shall not be subject to garnishment, attachment, seizure or other legal process by any person, firm, agency, corporation, organization or government, when the Government of Brazil is advised by the Government of the United States of America that such legal process would interfere with the attainment of the objectives of this program.

Article VII

This Agreement may be referred to as the “Industrial Apprenticeship Training Program Agreement”. It shall enter into force on the day on which it is signed and shall remain in force through June 30, 1953

DONE in sextuplicate, in the English and Portuguese languages, at Rio de Janeiro, this 30th day of June, 1952.

Herschel V. JOHNSON
American Ambassador

Edward W. SHERIDAN
Chief of Field Party
Division of Education
The Institute of Inter-American
Affairs

João NEVES DA FONTOURA
Ministro das Relações Exteriores

Joaquim FARIA GÓES Filho
Diretor do Serviço nacional
de Aprendizagem Industrial

[*Signature illegible*]
Presidente do Conselho Nacional
do Serviço Nacional
de Aprendizagem Industrial
