

No. 4808

**UNITED STATES OF AMERICA
and
BRAZIL**

**Agreement for a co-operative program of agriculture.
Signed at Rio de Janeiro, on 26 June 1953**

Official texts: English and Portuguese.

Registered by the United States of America on 26 June 1959.

**ÉTATS-UNIS D'AMÉRIQUE
et
BRÉSIL**

**Accord relatif à un programme de coopération agricole.
Signé à Rio de Janeiro, le 26 juin 1953**

Textes officiels anglais et portugais.

Enregistré par les États-Unis d'Amérique le 26 juin 1959.

No. 4808. AGREEMENT¹ FOR A CO-OPERATIVE PROGRAM OF AGRICULTURE BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE UNITED STATES OF BRAZIL. SIGNED AT RIO DE JANEIRO, ON 26 JUNE 1953

The Government of the United States of America and the Government of the United States of Brazil
Have agreed as follows :

Article I

THE OPERATING AGENCIES

1. Pursuant to the General Agreement for Technical Cooperation, effected by exchange of diplomatic notes, between the two Governments at Rio de Janeiro on December 19, 1950,² a cooperative program of agriculture and natural resources shall be initiated in Brazil. The obligations assumed herein by the Government of Brazil will be performed by it through its Ministry of Agriculture (hereinafter referred to as the "Ministry"). The obligations assumed herein by the Government of the United States of America will be performed by it through the Technical Cooperation Administration (hereinafter referred to as the "Administration"), an agency of the Government of the United States of America. The Administration may discharge its obligations under this Agreement through the Institute of Inter-American Affairs, and may secure the assistance of other agencies of the Government of the United States of America and of other public and private agencies in the discharge of those obligations. The Ministry, on behalf of the Government of the United States of Brazil and the Administration, on behalf of the Government of the United States of America, shall participate jointly in all phases of the planning and administration of the cooperative program. This Agreement and all activities carried out pursuant to it shall be governed by the provisions of the said General Agreement for Technical Cooperation.

Article II

OBJECTIVES

The objectives of this cooperative program of agriculture and natural resources are :

¹ Came into force provisionally on 26 June 1953 by signature and definitively on 9 May 1956, the date when the constitutional formalities of the two Governments had been complied with, in accordance with article XIV.

² United Nations, *Treaty Series*, Vol. 141, p. 3, and Vol. 200, p. 306.

1. To facilitate the development of agriculture and natural resources in Brazil through cooperative action on the part of the two governments;
2. To stimulate and increase the interchange between the two countries of knowledge, skills and techniques in the field of agriculture and natural resources;
3. To promote and strengthen understanding and good will between the peoples of the United States of Brazil and the United States of America, and to foster the growth of democratic ways of life.

Article III

FIELDS OF ACTIVITY

This cooperative program of agriculture and natural resources may include, to the extent that the parties from time to time agree thereon, operations of the following types :

1. Studies of the needs of Brazil in the field of agriculture and natural resources, and the resources which are available to meet those needs;
2. The formulation and continuous adaptation of a program to help meet such needs;
3. The initiation and administration of any type of project in the field of agriculture and natural resources, fisheries; and such other projects in the field of agriculture and natural resources as the parties may agree upon;
4. Related training activities, both within and outside of Brazil.

Article IV

THE TECHNICAL MISSION

The Administration agrees to furnish a group of technicians and specialists to collaborate in carrying out the cooperative program of agriculture and natural resources. The technicians and specialists made available by the Administration under this Agreement, together with those so made available under other program agreements, will constitute the American Field Staff. The American Field Staff shall be headed by an American Co-Director, herewith provided for. The Co-Director and other members of the American Field Staff shall be appointed by the Government of the United States of America but shall be acceptable to the Government of the United States of Brazil.

Article V

ESCRITÓRIO TÉCNICO DE AGRICULTURA

A special entity to be known as the Escritório Técnico de Agricultura (hereinafter referred to as the "Escritório"), is hereby established and shall administer the cooperative program of agriculture, in accordance with the

provisions of this Agreement, under the direction of two Co-Directors (hereinafter referred to as the "American Co-Director" and the "Brazilian Co-Director"). The American Co-Director will be appointed by the Administration and the Brazilian Co-Director will be appointed by the Minister of Agriculture of Brazil (hereinafter referred to as the "Minister"). The Co-Director for each Government shall be acceptable to the Government of the other.

Article VI

JOINT CONTRIBUTION

The parties shall contribute and 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 entry into force of this Agreement through December 31, 1953, shall make available the funds necessary to pay the salaries and other expenses of the members of the American Field Staff, 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 cooperative program. These funds shall be administered by the Administration and shall not be deposited to the credit of the Escritório.
2. In addition, for the period from the date of entry into force of this Agreement through December 31, 1953, the Government of the United States of America shall contribute to the Escritório the sum of \$175,000 (One Hundred Seventy-Five Thousand Dollars). The parties agree that this sum shall be withheld in the United States of America to meet payments to be made outside of Brazil in U.S. Dollars. The amounts used for such payments when expended as agreed upon by the Co-Directors, shall be considered as if deposited under the terms of this Agreement. The Co-Directors may hereinafter agree to the deposit in cash of any part of such sum to the credit of the Escritório in such installments as they may agree upon.
3. The Government of the United States of Brazil, for the period from the date of entry into force of this Agreement through December 31, 1953, shall deposit to the credit of the Escritório the sum of Cr\$14.000.000,00 (Fourteen Million Cruzeiros), in the currency of Brazil. These deposits shall be made in such installments and at such times as the Co-Directors shall agree upon.
4. The parties may later agree in writing upon the amount of funds that each will contribute and make available each year for use in carrying out the program during the period from January 1, 1954 through December 31, 1960.

5. No funds shall be withdrawn from moneys of the Escritório for any purpose except by issuance of a check or other suitable withdrawal document signed by both Co-Directors of the Escritório. The Co-Directors shall include in the deposit agreement to be made with any bank, a provision that the bank shall be obligated to repay to the Escritório any moneys which it shall pay out from the Escritório on the basis of any document other than a check or other withdrawal document that has been signed by the two Co-Directors.

Article VII

ADDITIONAL CONTRIBUTIONS

1. The projects to be undertaken under this Agreement may include co-operation with national, state and local governmental agencies in Brazil, as well as with organizations of a public or private character, and international organizations of which the United States of America and the United States of Brazil are members. By agreement between the Co-Directors contributions of funds, property, services or facilities by either or both parties, or by any of such third parties, may be accepted and deposited to the credit of the Escritório for use in effectuating the cooperative program of agriculture and natural resources, in addition to the funds, property, services and facilities required to be contributed under Article VI.

2. The Government of the United States of Brazil, in addition to the cash contribution provided for in paragraph 3 of Article VI hereof, may, at its own expense, pursuant to agreement between the Co-Directors :

a) Appoint specialists and other necessary personnel to collaborate with the American Field Staff as a Brazilian Field Staff;

b) Make available such office space, office equipment and furnishings, and such other facilities, materials, equipment, supplies and services as it can provide for the said program;

c) Make available the general assistance of other governmental agencies of the Government of the United States of Brazil for carrying out the cooperative program of agriculture and natural resources.

Article VIII

PROJECT OPERATIONS

1. The cooperative program of agriculture and natural resources herein provided for shall consist of a series of projects which may be carried out as Federal, regional, state, local or inter-governmental agency projects in Brazil. Each project shall be embodied in a written project agreement, which shall define the work to be done, shall make allocations of funds therefor, and may

contain such other matters as the parties may desire to include. Project agreements relative to projects at the Federal level shall be signed by the Co-Directors after they have been approved by the Minister and the head of any other Federal Agency involved. Project agreements at other governmental agency levels shall be agreed upon and signed by the Co-Directors and the appropriate governmental agency officer.

2. Upon substantial completion of any project, a Completion Memorandum shall be drawn up and signed by the Co-Directors, and where appropriate, other governmental agency officials, which shall provide a record of the work done, the objectives sought to be achieved, the expenditures made, the problems encountered and solved, and related basic data.

3. The selection of specialists, technicians and others in the field of agriculture and natural resources to be sent for training to the United States of America or elsewhere at the expense of the *Escritório* pursuant to this program, as well as the training activities in which they shall participate, shall be determined jointly by the Co-Directors.

4. The general policies and administrative procedures that are to govern the cooperative agricultural and natural resources program, the carrying out of projects, and the operations of the *Escritório*, such as the disbursement of and accounting for funds, the incurrence of obligations of the *Escritório*, the purchase, use, inventory, control and disposition of property, the appointment and discharge of officers and other personnel of the *Escritório* and the terms and conditions of their employment, and all other administrative matters, shall be proposed by the Co-Directors and approved by the Minister and the Director of Technical Cooperation in Brazil.

5. All contracts and other instruments and documents relating to the execution of projects under this Agreement shall be executed in the name of the *Escritório* and shall be signed by the two Co-Directors. The books and records of the *Escritório* relating to the cooperative program shall be open at all times for examination by authorized representatives of the Government of the United States of Brazil and the Government of the United States of America. The Co-Directors of the *Escritório* shall render an annual report of their activities of the two Governments, and other report at such intervals as may be appropriate.

6. Any power conferred by this Agreement upon the Co-Directors may be delegated by either of them to any of his respective assistants, provided that each delegation be satisfactory to the other. Such delegation shall not limit the right of the Co-Directors to refer any matter directly to one another for discussion and decision.

Article IX

ADDITIONAL FISCAL PROVISIONS

1. All funds deposited to the credit of the *Escritório* pursuant to this Agreement shall continue to be available for the cooperative program of agriculture

and natural resources during the existence of this Agreement, without regard to annual periods or fiscal years of either of the parties.

2. All materials, equipment and supplies acquired for the cooperative program shall become the property of the *Escritório* and shall be used only in the furtherance of this Agreement. Any such materials, equipment and supplies remaining at the termination of this cooperative program shall be at the disposition of the Government of the United States of Brazil.

3. Interest received on funds of the *Escritório* and any other increment of assets of the *Escritório*, of whatever nature or source, shall be devoted to the carrying out of the cooperative program and shall not be credited against any contribution due from either Government, nor be deposited in the Treasury Department of either Government.

4. Any funds of the *Escritório* which remain unexpended and unobligated on the termination of the cooperative program of agriculture and natural resources shall, unless otherwise agreed upon in writing by the parties hereto at that time, be returned to the parties hereto in the proportion of the respective contributions made by the Government of the United States of America and the Government of the United States of Brazil under this Agreement, as it may be from time to time amended and extended.

Article X

RIGHTS AND EXEMPTIONS

1. The Government of the United States of Brazil agrees to extend to the *Escritório* and to all personnel employed by the *Escritório*, all rights and privileges which are enjoyed, under its laws, by agencies of the Government of the United States of Brazil or by their personnel.

2. Supplies, equipment and materials contributed to the *Escritório* by the Government of the United States of America, either directly or by contract with a public or private organization, shall be admitted into Brazil free of any customs and import duties.

3. The rights and privileges referred to in paragraph 1 of this Article shall also accrue to the Administration and personnel of the Government of the United States of America with respect to operations which are related to and property which is to be used for the cooperative program of agriculture.

4. All personnel of the Government of the United States of America, whether employed directly by it or under contract with a public or private organization, who are present in Brazil to perform work for the cooperative program of agri-

culture, and whose entrance into the country has been approved by the Government of the United States of Brazil under Article IV of this Agreement, shall be exempt from income and social security taxes levied under the laws of the United States of Brazil with respect to income upon which they are obligated to pay income or social security taxes to the Government of the United States of America, from property taxes on personal property intended for their own use, and from the payment of any tariff or duty upon personal or household goods brought into the country for the personal use of themselves and members of their families. At suitable intervals, the Ambassador of the United States of America to the United States of Brazil shall furnish to the Minister for Foreign Affairs of the United States of Brazil the names of personnel to whom the provisions of this paragraph are applicable.

Article XI

SOVEREIGN IMMUNITY

1. The parties declare their recognition that the Administration, being an agency of 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 the United States of Brazil, which are enjoyed by the Government of the United States of America.
2. It is agreed that should the amounts or funds made available by the Government of the United States of America for the present program of assistance become the subject of any legal suit in Brazil which prevents or jeopardizes their free and immediate use for the purposes for which they were originally intended, the Brazilian Government shall immediately secure a subsidy equivalent to the funds or amounts mentioned in order to permit the execution of the program or the attainment of said purposes; to this end, the Brazilian administration will if possible, utilize the amounts it has available or, if necessary, request credits from the National Congress.

Article XII

LEGISLATIVE AND EXECUTIVE ACTION

The Government of the United States of Brazil will endeavour to obtain the enactment of such legislation and will take such executive action as may be required to carry out the terms of this Agreement.

Article XIII

EFFECT UPON CERTAIN EARLIER AGREEMENTS

1. The provisions of this Agreement shall be applicable from the date of its entry into force, to all activities carried on under the provisions of the following agreements :

a) A memorandum of discussion dated October 28, 1940 and October 30, 1940 between the Ministry of Agriculture of the United States of Brazil and the Department of Agriculture of the United States of America,¹ providing for research in rubber development in Brazil.

b) An agreement effected by an exchange of notes signed at Rio de Janeiro on June 27, 1951,¹ providing for a training program in agricultural methods at Fazenda Ipanema and other locations in Brazil.

c) An agreement effected by an exchange of notes signed at Rio de Janeiro on June 29, 1951,² providing for the development of training in agricultural extension and home economics at Viçosa and other locations in Brazil.

2. Project agreements will be prepared and entered into force by the Co-Directors under the provisions of this Agreement, as rapidly as is feasible for these activities which were initiated under any of the agreements listed in paragraph 1 of this Article and which are to be continued in operation. Any agreement listed in paragraph 1 of this Article the activities under which are to be henceforth carried on under the provisions of a project agreement is considered to be terminated by the present Agreement, the termination to become effective on the date of entry into force of the project agreement which replaces it. Each such project agreement will identify the earlier agreement that it will supersede.

Article XIV

ENTRY INTO FORCE AND DURATION

This Agreement may be referred to as the "Agricultural and Natural Resources Program Agreement." The contracting parties shall place this agreement into force within the limits of their respective executive authority on the date on which it is signed and it shall enter into full force as soon as the constitutional formalities of the referred to contracting parties have been complied with. It shall remain in force through December 31, 1960 or until three months after either Government shall have given notice in writing to the other of intention to terminate it, whichever is the earlier, provided, however, that the obligations of the parties under this Agreement for the period from January 1, 1954, through December 31, 1960 shall be subject to the availability of appropriations to both parties for the purposes of the program and to the further agreement of the parties pursuant to Article VI, paragraph 4, thereof.

¹ Not printed by the Department of State of the United States of America.

² United Nations, *Treaty Series*, Vol. 184, p. 303.

IN WITNESS WHEREOF the undersigned Plenipotentiaries have signed the present Agreement and affixed thereto their seals.

DONE in duplicate, in the English and Portuguese languages, at Rio de Janeiro, this twenty-sixth day of June, 1953.

[SEAL] W. N. WALMSLEY Jr.

[SEAL] Merwin BOHAN
