

No. 6633

UNITED STATES OF AMERICA
and
BRAZIL

Agreement for special technical services. Signed at Rio de Janeiro, on 30 May 1953

Exchange of notes constituting an agreement extending the above-mentioned Agreement. Rio de Janeiro, 31 December 1960

Official texts: English and Portuguese.

Registered by the United States of America on 18 April 1963.

ÉTATS-UNIS D'AMÉRIQUE
et
BRÉSIL

Accord relatif à la fourniture de services techniques spéciaux. Signé à Rio de Janeiro, le 30 mai 1953

Échange de notes constituant un accord prorogeant l'Accord susmentionné. Rio de Janeiro, 31 décembre 1960

Textes officiels anglais et portugais.

Enregistrés par les États-Unis d'Amérique le 18 avril 1963.

No. 6633. AGREEMENT¹ FOR SPECIAL TECHNICAL SERVICES BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE UNITED STATES OF BRAZIL. SIGNED AT RIO DE JANEIRO, ON 30 MAY 1953

The Government of the United States of America and the Government of the United States of Brazil having entered into a General Agreement for Technical Cooperation, effected by the exchange of notes between the two Governments at Rio de Janeiro on December 19, 1950² which makes provision for the execution of supplementary agreements for specific programs and projects to be carried on jointly by the two Governments ; and

Desiring to set forth the conditions which will govern the furnishing of technical services for all those projects now in operation or hereafter to be instituted that do not come within the scope of program agreements dealing with particular fields of activity ;

Have agreed as follows :

Article I

SPECIAL TECHNICAL SERVICES

1. The Government of the United States of America will make available to the Government of the United States of Brazil, from time to time, when requested by the Government of the United States of Brazil and agreed to by the Government of the United States of America, the services of technicians and specialists in any field of activity that is related to the economic development of the United States of Brazil and that is included within the scope of the technical cooperation program of the United States of America.

2. Technical Services will be made available to the Government of the United States of Brazil under this Agreement in those cases where the services requested and agreed to are not provided for in Program Agreements covering specific fields of program activity heretofore or hereafter entered into by the parties to this Agreement.

3. The obligations assumed herein by the Government of the United States of America will be performed by it through the Technical Cooperation Administration

¹ Came into force provisionally on 30 May 1953, upon signature, and definitively on 13 November 1959, the date on which the constitutional formalities of the Contracting Parties had been complied with, in accordance with the provisions of article VI.

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

(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, the regional office of the Administration for Latin America, 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 discharging these obligations.

4. The technicians and specialists made available to the Government of the United States of Brazil under this Agreement, together with those made available under Program Agreements covering specific fields of program activity, will constitute the Technical Mission of the Administration in the United States of Brazil. The Technical Mission shall be headed by a Director of Technical Cooperation (hereinafter referred to as the "Director"). The Director and other members of the Technical Mission 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.

5. Every technician or specialist made available to the Government of the United States of Brazil under paragraph 1 of this Article shall perform his services under the provisions of this Agreement and of the General Agreement for Technical Cooperation hereinabove referred to.

Article II

PROJECT OPERATIONS

1. The work to be performed under this Agreement shall consist of a series of projects to be jointly approved by the Director of Technical Cooperation and by the Brazilian Government's Representative of Technical Cooperation with the U.S. or, otherwise, such other Representative as the Government of the United States of Brazil may in future designate for this purpose. These projects shall be planned by the Director and the Brazilian Government's Representative or by their duly designated assistants of principal technician in the field of activity involved, together with the head of the Ministry within whose field of responsibility the activity lies, (hereinafter referred to as the "Minister"), or with the Governor of any State of Brazil (hereinafter referred to as the "State Government"), whenever the field of responsibility for the activity does not lie within the federal sphere of action. Each project shall then be embodied in a written project agreement which shall be signed by the Minister, or State Governor, and the Director, shall define the work to be done, shall make financial provision for all the costs of the project other than the salaries and expenses of the persons to be made available for the project by the Administration and may contain such other matters as the parties may desire to include.

2. Upon substantial completion of any project, a Completion Memorandum shall be drawn up and signed by the Minister or State Governor and Director, which

shall provide a record of work done, the objectives sought to be achieved, the expenditures made, the problems encountered and solved, and related basic data.

3. Specialists, technicians, and others in any field of activity that is related to the economic development of the United States of Brazil may be sent for training to the United States of America or elsewhere, as an activity to be carried on under the provisions of this Agreement and as a part of the training program of the Administration.

4. The policies and procedures that are to govern the carrying out of each project under this Agreement, including the incurrence of obligations, the disbursement of and accounting for funds, the purchase, use, inventory, control and disposition of property, the appointment and discharge of personnel to be employed on the project and the terms and conditions of their employment, and all other administrative matters, shall be determined jointly by the Minister or State Governor and the Director.

5. All contracts and other instruments and documents relating to the execution of each project under this Agreement shall be signed by the Minister or State Governor and the Director. The books and records relating to each project shall be open at all times for examination by the authorized representatives of the Government of the United States of Brazil and the Government of the United States of America. The Minister or State Governor and the Director shall render reports of the activities of each project to the two Governments at such intervals as may be appropriate, but not less frequently than annually in the case of any project that may continue in operation for more than one year.

6. Any power conferred in this Agreement upon either the Minister, State Governor or the Director may be delegated by either of them to any of his respective assistants provided that each such delegation be satisfactory to the other. Such delegation shall not limit the right of either to refer any matter directly to the other for discussion and decision.

Article III

JOINT CONTRIBUTIONS

1. The Government of the United States of America, except as may be otherwise provided in particular project agreements, will pay the salaries and other expenses of the specialists and technicians made available to the Government of the United States of Brazil under this Agreement, as well as such other expenses of an administrative nature as the Government of the United States of America may incur in connection with activities under this Agreement.

2. In addition, the two Governments will make suitable provision in each project agreement executed under this Agreement for meeting all other costs anticipated for the particular project.

3. The Government of the United States of Brazil may, at its own expense, pursuant to Agreement between the Minister, or State Governor and the Director :

- a) Appoint specialists and other personnel to collaborate with the members of the technical mission assigned by the Director to the particular project ;
- b) Make available such office space, office equipment and furnishings, materials, equipment, supplies, and service as it can provide ;
- c) Make available the general assistance of the other governmental agencies of the Government of the United States of Brazil for carrying out such projects.

4. The projects to be undertaken under this Agreement may include cooperation with national, state and local governmental agencies in the United States of 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 Minister or State Governor and the Director, contributions of funds, property, services or facilities by any such third parties may be accepted for use in effectuating any such project.

5. All material, equipment and supplies acquired for any project carried on under this Agreement may be used for the purposes of that project or of any other project carried on hereunder. Any such materials, equipment and supplies remaining at the termination of any such project and not needed for the purposes of any other project hereunder shall be at the disposition of the Government of the United States of Brazil.

Article IV

RIGHTS AND EXEMPTIONS

1. The Government of the United States of Brazil agrees to extend to each project carried on under this Agreement, and to all personnel working upon such project, 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 any project under this Agreement by the Government of the United States of America, either directly or by contract between it and a public or private organization, shall be admitted into the United States of 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 any project under this Agreement.

4. All personnel of the Government of the United States of America whether employed directly by it or under contract between it and a public or private organization, who are present in the United States of Brazil to perform work under this Agreement, and whose entrance into the country has been approved by the Government of the United States of Brazil under Article I 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 the personnel to whom the provisions of this paragraph are applicable.

Article V

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 those individual project agreements which have heretofore been entered into between the two Governments, usually in the form of an exchange of diplomatic notes, either under the work of the Interdepartmental Committee on Scientific and Cultural Cooperation, or under the Act for International Development.

2. The provisions of this Agreement shall be applicable from the date of its entry into force, to the work of any technician or specialist heretofore made available to the Government of the United States of Brazil by the Government of the United States of America, as a part of the work of the Interdepartmental Committee on Scientific and Cultural cooperation, an agency of the Government of the United States of America, where such work has not hitherto been covered by a written agreement or arrangement between the two governments and is to continue after the date of entry into force of this Agreement.

Article VI

ENTRY INTO FORCE AND DURATION

This Agreement may be referred to as the "Special Services 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 shall be subject to the availability of appropriations to both parties for the purposes of this Agreement.

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

DONE in duplicate in Rio de Janeiro, thirtieth day of May, 1953, in English and Portuguese, both texts being equally authentic.

W. N. WALMSLEY JR.
[SEAL]

João NEVES DA FONTOURA
[SEAL]

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹
BETWEEN THE UNITED STATES OF AMERICA AND
BRAZIL EXTENDING THE AGREEMENT OF 30 MAY
1953² FOR SPECIAL TECHNICAL SERVICES. RIO DE
JANEIRO, 31 DECEMBER 1960

I

The American Chargé d'Affaires ad interim to the Brazilian Minister of Foreign Affairs

Rio de Janeiro, December 31, 1960

No. 390

Excellency:

I have the honor to refer to the Special Services Program Agreement between our two governments signed at Rio de Janeiro on May 30, 1953,² and to propose that this agreement be continued in force until December 31, 1961, unless terminated earlier by mutual agreement.

If this proposal is acceptable to your government, I have the honor further to propose that this note and Your Excellency's note in reply concurring therein shall constitute an agreement between our two governments which shall be deemed to have provisional effect from December 31, 1960 and which shall enter into force definitively on the date of the document by which Your Excellency's government notifies the Government of the United States of America that this agreement has been ratified.

Accept, Excellency, the renewed assurances of my highest consideration.

Niles W. BOND
Chargé d'Affaires ad interim

His Excellency Horacio Lafer
Minister of Foreign Affairs
Republic of the United States of Brazil

¹ Came into force provisionally on 31 December 1960, in accordance with the terms of the said notes.

² See p. 90 of this volume.

1953 between the United States of Brazil and the United States of America, you propose, in the name of the Government of the United States of America, that it continue in force until December 31, 1961, unless it is denounced earlier by mutual agreement.

2. In reply, I am happy to inform you that the Brazilian Government agrees to the proposal of the Government of the United States of America and considers that this note and your note mentioned above constitute an Agreement between our two Governments, which shall enter into force provisionally on December 31, 1960 and definitively on the date on which the Brazilian Government notifies the Government of the United States of America that this Agreement has been ratified.

I avail myself of the opportunity to renew to you the assurances of my very distinguished consideration.

Horacio LAFER

Mr. Niles W. Bond
Chargé d'Affaires ad interim
of the United States of America