

No. 6489

**JAPAN
and
BRAZIL**

Agreement concerning the establishment of a Technical Training Centre for Textile Industries (with annexes, Agreed Official Minutes and exchange of notes). Signed at Rio de Janeiro, on 28 March 1962

Official text of Agreement, annexes and Agreed Official Minutes: English.

Official text of notes: Portuguese.

Registered by Japan on 17 January 1963.

**JAPON
et
BRÉSIL**

Accord concernant la création d'un centre de formation technique pour l'industrie textile (avec annexes, procès-verbal approuvé et échange de notes). Signé à Rio de Janeiro, le 28 mars 1962

Texte officiel de l'Accord, des annexes et du procès-verbal approuvé: anglais.

Texte officiel des notes: portugais.

Enregistré par le Japon le 17 janvier 1963.

No. 6489. AGREEMENT¹ BETWEEN THE GOVERNMENT OF JAPAN AND THE GOVERNMENT OF THE UNITED STATES OF BRAZIL CONCERNING THE ESTABLISHMENT OF A TECHNICAL TRAINING CENTRE FOR TEXTILE INDUSTRIES. SIGNED AT RIO DE JANEIRO, ON 28 MARCH 1962

The Government of Japan and the Government of the United States of Brazil, earnestly desiring to advance the economic and technical cooperation between the two countries and thereby to strengthen further the friendly relations which traditionally exist between the two countries, have agreed as follows :

Article I

There shall be established a Technical Training Centre for Textile Industries (hereinafter called "the Centre") at Recife, which shall execute the following functions :

- (a) Practical and theoretical training of textile workers and technicians;
- (b) Research and experiment with a view to improving textile industrial technique.

Article II

(1) In accordance with laws and regulations in force in Japan, the Government of Japan will take necessary measures to provide at their own expense the services of a Japanese director and requisite Japanese teaching and technical staff (hereinafter called "the Japanese staff") as listed in Annex I.²

(2) The Japanese staff shall be granted privileges, exemptions and benefits, as mentioned in Annex II,³ and shall be granted privileges, exemptions and benefits no less favourable than those granted to the experts of third countries or the United Nations under similar circumstances.

Article III

(1) In accordance with laws and regulations in force in Japan, the Government of Japan will take necessary measures to provide at their own expense teaching aids, machinery, equipment, tools and spare parts required for the establishment and operation of the Centre as listed in Annex III.³

¹ Came into force on 28 March 1962, upon signature, in accordance with article VIII (1).

² See p. 128 of this volume.

³ See p. 129 of this volume.

(2) The articles referred to above shall become the property of the Government of the United States of Brazil upon being delivered c.i.f. at any Brazilian port to the Brazilian authorities concerned.

(3) These articles shall be utilized exclusively for the purposes of the Centre under the supervision of the Japanese director.

Article IV

The Government of the United States of Brazil undertake to bear claims, if any arise, against the Japanese staff resulting from, occurring in the course of, or otherwise connected with the *bona fide* discharge of their functions in Brazil covered by this Agreement.

Article V

(1) The Government of the United States of Brazil will take necessary measures to provide at their own expense :

- (a) a Brazilian director and requisite Brazilian technical and administrative staff as listed in Annex IV;¹
- (b) requisite buildings and land as listed in Annex V² as well as incidental facilities required therefor;
- (c) raw materials, replacements of machinery, equipment and tools and any other materials necessary for the operation of the Centre that are not provided by the Government of Japan.

(2) The Government of the United States of Brazil will take necessary measures to meet :

- (a) customs duties, internal taxes and other similar charges, if any, imposed in Brazil in respect of the articles referred to in Article III;
- (b) expenses necessary for the transportation of the articles referred to in Article III within Brazil as well as for the installation, operation and maintenance thereof;
- (c) any other running expenses necessary for the operation of the Centre.

(3) The Government of the United States of Brazil will grant to the Japanese staff at least the same allowances and benefits for suitable accommodation and transportation facilities as are granted to the experts of third countries or the United Nations serving in the United States of Brazil.

Article VI

The Japanese director shall be responsible for the technical matters pertaining to the functions of the Centre referred to in Article I, while the Brazilian

¹ See p. 129 of this volume.

² See p. 130 of this volume.

director shall be responsible for the administrative matters pertaining to these functions of the Centre and shall in addition assist the Japanese director in such technical matters.

Article VII

There shall be mutual consultation between the two Governments for the purpose of advancing the objectives of the Centre and of successfully promoting Brazilian-Japanese cooperation in operating the Centre.

Article VIII

(1) This Agreement and the Agreed Official Minutes¹ related to it, hereto attached, shall enter into force on this date.

(2) This Agreement shall remain in force for a period of three years from its entry into force and shall continue in force thereafter provided that it shall be terminated on the date of expiry of the above-mentioned three year period or thereafter if either Government have previously given to the other Government at least six months' written notice of their intention to terminate the Agreement.

DONE in duplicate in English at Rio de Janeiro on this Twenty-Eighth day of March 1962.

For the Government
of Japan :
Keiichi TATSUKE

For the Government
of the United States of Brazil :
SAN THIAGO DANTAS

ANNEX I

LIST OF THE JAPANESE STAFF AT THE CENTRE

One director

Five instructors in the fields of :

Blowing and Carding
Combing
Drawing and Roving
Spinning and Twisting
Preparing of Weaving
Weaving
Testing and Quality Control

¹ See p. 130 of this volume.

ANNEX II

PRIVILEGES, EXEMPTIONS AND BENEFITS

(1) The Government of the United States of Brazil will take necessary measures to exempt the Japanese staff from payment of Brazilian income-tax.

(2) The Government of the United States of Brazil will take necessary measures to accord to the Japanese staff and their family members the following privileges, exemptions and benefits :

- (i) Duty-free concessions available under the normal baggage rules;
- (ii) Duty-free import of one personal automobile or motor cycle, professional equipment and gadgets, and any other reasonably necessary personal effects, on condition that these articles shall be exported back when the Japanese staff and/or their families leave Brazil on completion of their assignment, and that any of these articles can be disposed of in Brazil only with the prior permission of the Government of the United States of Brazil, and that, in such cases customs duty at the rates leviable shall be paid by the Japanese staff and/or their families.

(3) The Government of the United States of Brazil will take necessary measures to accord to the Japanese staff free medical care, including hospitalization, in case of illness or accidents resulting from the normal exercise of their functions and/or from conditions of local life.

ANNEX III

MACHINERY, EQUIPMENT, TOOLS AND SPARE PARTS TO BE PROVIDED FOR THE CENTRE

- (1) A series of spinning and weaving machinery and equipment
- (2) Testing and measuring machinery and instruments
- (3) Machinery and equipment for repair work
- (4) Tools
- (5) Spare parts
- (6) Vehicle

ANNEX IV

LIST OF THE BRAZILIAN STAFF AT THE CENTRE

- (1) Director
- (2) Technical staff
Brazilian assistant instructors in the fields of :
 - Blowing and Carding
 - Drawing and Roving
 - Spinning and Twisting
 - Preparing of Weaving
 - Weaving
 - Testing and Quality Control
 - Machine Shop

(3) Administrative staff

Clerical staff for administration, accounting, storing, etc.

Permanent employees including skilled and unskilled workers

ANNEX V

PARTICULARS OF BUILDINGS AND LAND TO BE PROVIDED FOR THE CENTRE

1. Buildings for the following shops, rooms and facilities :

(1) Factory (not less than 2,000 square metres)

(2) Teaching rooms

(3) Office

(4) Work shop

(5) Incidental buildings attached to the factory, such as electric rooms, boiler-room, etc.

2. Land

An area of 20,000 square metres, suitable for the purposes of the Centre in the city of Recife

AGREED OFFICIAL MINUTES RELATING TO THE AGREEMENT
BETWEEN THE GOVERNMENT OF JAPAN AND THE GOVERNMENT
OF THE UNITED STATES OF BRAZIL CONCERNING
THE ESTABLISHMENT OF A TECHNICAL TRAINING CENTRE
FOR TEXTILE INDUSTRIES¹

1. *Re Article II, paragraph (1):*

“ To provide at their own expense the services of a Japanese director and requisite Japanese teaching and technical staff ” shall be interpreted that in making available to the Government of the United States of Brazil the services of the Japanese staff, the Government of Japan will pay the necessary expenditures including their salaries and travel fare between the two countries.

2. *Re Article IV:*

The term “ *bona fide* discharge ” refers to the act of commission or omission done in good faith and not wilfully.

It is understood that the omission of the Government of Japan from the provisions of Article IV is not to be so construed as to make the Government of Japan bear claims which might arise against the Government of Japan in Brazil since the obligation of the Government of Japan under this Agreement is specifically limited to :

¹ See p. 126 of this volume.

- (i) the provision of the requisite teaching aids and materials, machinery, equipment, tools and spare parts at any Brazilian port;
- (ii) the provision of the requisite Japanese staff.

3. *Re Article V, paragraph (1), subparagraph (c):*

It is understood that the Government of the United States of Brazil will provide as a rule all materials necessary for the operation of the Centre that are not provided by the Government of Japan at the time of the establishment of the Centre.

4. *Re Article V, paragraph (2), subparagraph (c):*

“ Any other running expenses necessary for the operation of the Centre ” include *inter alia* :

- (a) expenses for official correspondence by the Japanese staff including that from the United States of Brazil to Japan;
- (b) expenses for such official travels of the Japanese staff within the United States of Brazil as agreed upon by both directors.

5. *Re Article V, paragraph (3):*

The term “ transportation facilities ” shall be interpreted to include motor vehicles for the official use of the Japanese staff as well as costs of fueling, maintenance and repairing therefor.

6. *Re Annex II, paragraphs (1) and (2):*

The privileges, exemptions and benefits mentioned in these paragraphs will be granted only after such necessary and proper measures as to make these provisions operative have been taken by the Government of the United States of Brazil.

7. *Re Annex II, paragraph (2), subparagraph (ii):*

It is understood that, in accordance with the general practice of the Government of the United States of Brazil, the period in which personal effects can be imported by the Japanese staff duty-free shall be six months.

Rio de Janeiro, the 28th of March, 1962

Keiichi TATSUKE

SAN THIAGO DANTAS

EXCHANGE OF NOTES

I

[PORTUGUESE TEXT — TEXTE PORTUGAIS]

DCET/DAI/12/565.5 (56)

Em 28 março de 1962

Senhor Embaixador,

Tenho a honra de informar Vossa Excelência, com referência ao Artigo II, parágrafo (2); anexo II, parágrafos (1) e (2); e artigo 6 das Minutas Oficiais do Acôrdo hoje assinado entre o Govêrno dos Estados Unidos do Brasil e o Govêrno do Japão, relativo ao estabelecimento de um Centro Técnico de Treinamento para as Indústrias Texteis, de que o Govêrno dos Estados Unidos do Brasil assegura que, até serem concretizadas as medidas previstas no artigo 6 das mencionadas Minutas Oficiais, a Superintendência do Desenvolvimento do Nordeste se responsabilizará financeiramente pela concessão, à missão japonesa e às famílias de seus integrantes, do tratamento favorável, dos privilégios, isenções e facilidades a que se referem os parágrafos (1) e (2) do Anexo II do Acôrdo.

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

Francisco Clementino DE SAN THIAGO DANTAS

A Sua Excelência o Senhor Keiichi Tatsuke
Embaixador do Japão

[TRANSLATION¹ — TRADUCTION²]

Rio de Janeiro, March 28th, 1962

Your Excellency,

With reference to Article II, paragraph (2) and Annex II, paragraphs (1) and (2) of the Agreement between the Government of Japan and the Government of the United States of Brazil concerning the Establishment of a Technical Training Centre for Textile Industries³ and paragraph 6 of the Agreed Official Minutes⁴ relating to the Agreement signed today, I have the honour to inform Your Excellency that the Government of the United States of Brazil will ensure that until the necessary and proper measures mentioned in paragraph 6 of the said Agreed Official Minutes are taken, *Superintendência do Desenvolvimento do*

¹ Translation by the Government of Japan.

² Traduction du Gouvernement japonais.

³ See p. 126 of this volume.

⁴ See p. 130 of this volume.

Nordeste will take financial responsibilities to accord to the Japanese staff and their family members such favourable treatments as may be tantamount to the privileges, exemptions and benefits as mentioned in Annex II, paragraphs (1) and (2) of the said Agreement.

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

Francisco Clementino DE SAN THIAGO DANTAS
Minister for Foreign Affairs
of the Government of the United States of Brazil

His Excellency Keiichi Tatsuke
Ambassador Extraordinary and Plenipotentiary of Japan

II

[PORTUGUESE TEXT — TEXTE PORTUGAIS]

Nº 42(ME/62)

Rio de Janeiro, 28 de março de 1962

Senhor Ministro,

Tenho a honra de acusar o recebimento da nota de Vossa Excelência, datado de hoje, que diz o seguinte :

[*See note I — Voir note I*]

Tenho outrossim a honra de informar que, em nome do Governo do Japão, foi anotada esta providência do Governo dos Estados Unidos do Brasil.

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

Keiichi TATSUKE
Embaixador Extraordinário e Plenipotenciário do Japão

A Sua Excia, o Senhor Francisco Clementino de San Thiago Dantas
DD. Ministro das Relações Exteriores do Governo
dos Estados Unidos do Brasil

[TRANSLATION¹ — TRADUCTION²]

Rio de Janeiro, March 28th, 1962

Your Excellency,

I have the honour to acknowledge receipt of Your Excellency's Note of today's date which reads as follows :

[*See note I*]

I have further the honour to note, on behalf of the Government of Japan, this undertaking of the Government of the United States of Brazil.

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

Keiichi TATSUKE
Ambassador Extraordinary and Plenipotentiary
of Japan

His Excellency Mr. Francisco Clementino de San Thiago Dantas
Minister for Foreign Affairs of the Government of the United States
of Brazil

¹ Translation by the Government of Japan.

² Traduction du Gouvernement japonais.