

No. 7491

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**JAPAN  
and  
BRAZIL**

**Agreement concerning migration and settlement (with exchange of notes). Signed at Rio de Janeiro, on 14 November 1960**

*Official texts of Agreement: Japanese and Portuguese.*

*Official text of notes: Portuguese.*

*Registered by Japan on 25 November 1964.*

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**JAPON  
et  
BRÉSIL**

**Accord relatif à l'émigration et à la colonisation (avec échange de notes). Signé à Rio de Janeiro, le 14 novembre 1960**

*Textes officiels de l'Accord: japonais et portugais.*

*Texte officiel des notes: portugais.*

*Enregistré par le Japon le 25 novembre 1964.*

[TRANSLATION — TRADUCTION]

No. 7491. AGREEMENT<sup>1</sup> BETWEEN JAPAN AND THE UNITED STATES OF BRAZIL CONCERNING MIGRATION AND SETTLEMENT. SIGNED AT RIO DE JANEIRO, ON 14 NOVEMBER 1960

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The Government of Japan and the Government of the United States of Brazil,

Convinced of the need to organize and regulate co-operation between the two countries in the matter of migration in a manner compatible with their respective interests, and

Aware that the application of an objective and adequate policy based on a spirit of international co-operation and having as its aim the economic development of Brazil through the utilization of Japanese technology and manpower will serve to strengthen the ties of traditional friendship uniting them,

Have decided to conclude the present Agreement concerning Migration and Settlement and have for this purpose appointed as their plenipotentiaries :

The Government of Japan :

His Excellency Mr. Yoshiro Ando, Ambassador Extraordinary and Plenipotentiary to Brazil ;

The President of the Republic of the United States of Brazil :

His Excellency Mr. Horacio Lafer, Minister of State for Foreign Affairs,

Who, having communicated to each other their full powers, found in good and due form, have agreed as follows :

PURPOSES

*Article 1*

The purpose of this Agreement is to direct, organize and regulate the flow of Japanese migrants to Brazil through the joint efforts of both High Contracting Parties so that the problems of migration and settlement affecting the two countries may be solved in a practical, speedy and effective manner.

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<sup>1</sup> Came into force on 29 October 1963, the date of the exchange of the instruments of ratification at Tokyo, in accordance with article 50.

*Article 2*

Japanese migration to Brazil may be either planned or spontaneous ; both forms of migration shall receive the full support and protection of the High Contracting Parties in conformity with the provisions of this Agreement.

## SPONTANEOUS MIGRATION

*Article 3*

Spontaneous migration is that undertaken on the initiative and at the expense of the migrants either singly or collectively, as a family or in groups of families, and it shall be subject in all respects to the provisions of the relevant laws in force in each country.

*Article 4*

The High Contracting Parties may come to a formal understanding to increase and facilitate the spontaneous migration of Japanese to Brazil.

*Article 5*

Pending a formal understanding as provided in article 4, the Brazilian Government shall grant permanent visas, subject to compliance with the regulations governing spontaneous migration, to those Japanese who wish to settle in Brazil for the purpose of carrying on, subject to Brazilian law, an activity covered by a work contract duly authenticated by two reliable witnesses or executed before a notary public.

*Article 6*

The High Contracting Parties undertake, for the purpose of encouraging the spontaneous migration of Japanese to Brazil, to furnish, within the limits of the laws and regulations in force, all information likely to be of guidance to them and to offer them every facility capable of benefiting them.

## PLANNED MIGRATION

*Article 7*

Planned migration shall take place according to a plan drawn up by agreement between and under the responsibility of the High Contracting Parties.

*Article 8*

The volume of planned migration shall be determined, in accordance with the actual prospects for placement and with due regard for the liberal principles of

Brazilian immigration policy, on the basis of a comparison between Japanese emigration possibilities and the requirements of the Brazilian labour market.

*Article 9*

The planned migration of Japanese to Brazil, whether or not accompanied by their families, shall comprise the following categories :

- (a) Farmers, crop-farmers, cattle-breeders, peasants in general, agricultural workers, cattle-hands and technicians specializing in rural industries and related activities, who migrate with the intention of settling forthwith, whether or not as landowners ;
- (b) Associations or co-operatives of farmers, crop-farmers, agricultural workers and cattle-hands who emigrate collectively with the intention of settling as landowners or otherwise on plantations or ranches, in agricultural or stock-raising enterprises or in settlement units in Brazil already existing or proposed ;
- (c) Qualified technicians, craftsmen, specialists and experts, subject to the requirements of the Brazilian labour market and of the relevant legislation ;
- (d) Production units or enterprises of an industrial or technical character likely to contribute to the country's economic development, as determined beforehand by the competent authorities.

*Article 10*

Japanese immigrants who settle in Brazil under the system of planned migration shall enjoy all facilities provided for in this Agreement or to be granted under special arrangements between the two Governments.

*Article 11*

The Japanese Government, in so far as the economic conditions of the country permit, shall authorize migrants going to settle in Brazil to take with them :

- (a) Agricultural equipment, implements and machinery, including tractors and machinery for the processing of agricultural and animal products, in the case of migrants who are farmers, agricultural workers, cattle-hands or technicians specializing in rural industries ;
- (b) Thoroughbred stock or selected seeds and plants of scientific or economic value ;
- (c) Tools and instruments, in the case of craftsmen and skilled workers.

*Article 12*

The Brazilian Government shall exempt the items mentioned in the preceding article from prior licensing, import duties, consumption taxes, custom-house fees and any other charges applicable to goods brought into the country.

(1) The aforementioned benefits shall be restricted to the items absolutely essential to the immigrant at the start of his activities and to such quantity thereof as is commensurate with his qualifications and financial situation.

(2) The items exempted under this article may not be sold until two years have elapsed from the date of their entry into Brazil.

## RECRUITMENT AND SELECTION

*Article 13*

The recruitment and preliminary selection of migrants under the system of planned migration shall be carried out by the competent Japanese authorities in accordance with the categories specified in article 9 and on the basis of information furnished by the Brazilian Government ; a list of the candidates shall be prepared containing the particulars necessary to enable a final selection to be made.

*Sole paragraph.* The Japanese Government may, if necessary, designate an organization or body to carry out the recruitment and preliminary selection of migrants provided for in this article.

*Article 14*

The Brazilian authorities, in co-operation with the Japanese authorities, shall make the final selection of migrants under the system of planned migration from among those candidates who have been recruited and pre-selected in accordance with article 13 and who satisfy the requirements of the Brazilian legislation in force concerning migration and settlement as well as the standards established for selection purposes.

(1) The selection of migrants shall be effected in the vicinity of the ports of embarkation or at other appropriate places and shall be conducted with efficiency and dispatch.

(2) The Japanese Government may, if necessary, designate an organization or body to co-operate in the final selection to be made by the Brazilian Government.

*Article 15*

After verification by the Brazilian consular authorities in Japan that the legal requirements mentioned in the preceding article have been fulfilled, the migrant shall be granted a visa to enter Brazil.

*Sole paragraph.* The Japanese Government undertakes to make every effort to assist the migrants, before their departure for, and if possible while en route to Brazil, to learn the Portuguese language.

#### EMBARKATION AND TRANSPORT

##### *Article 16*

The Japanese Government shall grant every facility for clearing for embarkation the migrants under the system of planned migration to whom Brazilian consular visas have been issued and the items authorized to be taken by them into Brazil.

##### *Article 17*

The Japanese Government, or the organization specifically designated by it shall assume responsibility, within the limits of its budgetary provisions, for transporting migrants under the system of planned migration and the items accompanying them from Japan to their port of disembarkation in Brazil and for assisting them while en route.

##### *Article 18*

The transport of migrants by sea or air shall be effected in conformity with the provisions of relevant laws and conventions in force.

#### RECEPTION, TRANSPORT TO DESTINATION AND PLACEMENT

##### *Article 19*

From the disembarkation of migrants under the system of planned migration until their arrival at their final destination, the Brazilian Government shall assume responsibility for :

- (a) Their reception, lodging, feeding and medical attention ;
- (b) The clearance and storage of the items accompanying them ;
- (c) Transport to their final destination of themselves and the items accompanying them ;
- (d) The stabling of their livestock and veterinary services for the same.

(1) The special questions relating to pre-arranged disembarkation ports, the dates and times for the reception of groups of migrants and other matters shall be dealt with in a specific agreement between the Japanese and Brazilian authorities or between them and the sponsoring organizations concerned.

(2) Inspection of the migrants upon their arrival in Brazilian territory and of the items accompanying them shall conform to the relevant legal provisions in force, due account being taken, as regards the said items, of the provisions of article 12.

(3) Any organization designated by one of the High Contracting Parties may co-operate in a subsidiary capacity with the Brazilian Government, if the latter so wishes, in connexion with the matters dealt with in this article.

#### *Article 20*

Subject to the provisions of article 21, the responsibility of the Brazilian Government in respect of the obligations specified in the preceding article shall cease with the placement of a migrant, together with the items accompanying him, at his final destination.

#### *Article 21*

A migrant's placement shall be deemed to be completed when he has been received at his destination or he has begun regular work in agriculture or industry.

*Sole paragraph.* The Brazilian Government, after hearing the opinion of the Joint Commission provided for in article 43 of this Agreement, shall have power to act upon applications for placement in other employment or for assistance to a migrant and his family during the first year after their arrival.

#### *Article 22*

The High Contracting Parties shall take steps to encourage Japanese migration with a view to settlement in Brazil by adopting administrative, technical and financial measures to facilitate such migration.

#### *Article 23*

Japanese migration with a view to settlement is intended primarily to establish the settlers on the land for the purpose of engaging in typically rural occupations and shall be effected in areas of Brazilian territory best suited to the development of the country and the prosperity of Japanese settlements, in conformity with the master plan for migration and settlement drawn up by the Brazilian Government.

#### *Article 24*

The High Contracting Parties shall consider as a settler, any farmer, whether or not the owner of a farm, who, on the initiative of an official body or his own initiative, settles permanently in a rural area and carries on an occupation typical of such area.

*Article 25*

The expression "rural area" means an area in which the inhabitants are engaged in activities typical of a rural environment and are economically dependent upon agriculture.

*Article 26*

Settlement of the category (a) and category (b) migrants referred to in article 9 shall be conditional upon compliance with the provisions of article 23.

*Article 27*

Any settler who, without the special authorization of the competent Brazilian authorities, leaves a rural area before the expiry of three years from the date of his placement shall cease to enjoy the benefits conferred upon him by this Agreement.

*Sole paragraph.* It is further agreed that the Brazilian Government shall be relieved of its responsibilities under this Agreement in regard to any settler who, at least during the first three years of residence, proves to be unqualified for a typically rural occupation.

## INSTALLATION

*Article 28*

Japanese migrants who settle in Brazil under the system of planned migration shall be given the option of joining an officially or privately sponsored settlement unit, having due regard for the provisions of articles 23 and 26.

*Article 29*

Land required for the installation of Japanese settlers may be acquired either by the Federal Government or a State Government of Brazil or by individuals, including private organizations set up in accordance with the legislation in force.

*Article 30*

Where land for the category (a) and category (b) migrants referred to in article 9 is acquired as property of the Federal Government or a State Government, the selling price per unit may not exceed the price prevailing in the area at the time of the transaction.



*Article 31*

Where land is granted as a concession by a State Government or municipal authority, the price shall be determined in conformity with the relevant legislation ; the Federal Government of Brazil undertakes to use its good offices to secure the lowest price consonant with the local scales of value.

*Article 32*

The Brazilian Government shall endeavour to obtain from the State Governments and municipal authorities an exemption for Japanese settlers, during the first three years of their establishment on the land, from all current or future taxes and charges on their plots, on crops, on vehicles for the transport of crops and products derived therefrom and on processing equipment and the installation thereof, including the land tax on the transfer *inter vivos* or *mortis causa* of fully paid plots.

*Article 33*

School facilities and medical and social services shall be provided by the competent Brazilian authorities.

*Sole paragraph.* In settlement units in which Japanese settlers have been installed, the organizations duly recognized by the High Contracting Parties may provide medical services and, in exceptional cases, primary-school facilities on condition that the teachers, who must be of Brazilian nationality, are duly qualified as provided by law.

*Article 34*

For the purposes of this Agreement, the Brazilian Government shall endeavour to ensure that provision is made by the State Governments for the construction, at their expense, of access roads to Japanese settlement units and, if possible, roads serving the plots that have been laid out.

*Article 35*

The Brazilian Government shall give special attention to tropical crops in the areas intended for Japanese settlement and, whenever necessary, shall establish, in co-operation with and at the request of the Japanese Government, experimental stations for such crops.

*Sole paragraph.* Japanese and Brazilian technicians, agronomists, veterinarians and foremen may be designated by the High Contracting Parties and granted admission by the competent Brazilian authorities on a contract basis.

*Article 36*

The High Contracting Parties shall consult with each other concerning measures to provide assistance under this Agreement to migrants who experience difficulties in adapting themselves to the Brazilian environment.

*Sole paragraph.* Where a migrant proves absolutely incapable of adapting himself to the Brazilian environment, the Joint Commission shall be consulted on the advisability of repatriating him. If a decision in favour of repatriation is made, the Brazilian Government shall be responsible for supporting the migrant up to the time of embarkation, and the Japanese Government for transporting him to Japanese territory.

## FINANCIAL AND OTHER ASSISTANCE

*Article 37*

The High Contracting Parties shall make financing available to the migrants, the co-operatives and the duly recognized organizations through the provision of credit.

*Sole paragraph.* Where the financing dealt with in this article is intended for initiating and developing agricultural and stock-raising activities, it shall be conditional upon the preparation in advance of a specific plan approved by the financing body.

*Article 38*

With a view to ensuring that settlers will be self-supporting from the start of their activities in Brazil, the Japanese Government shall see to it that every family takes with it an amount of foreign exchange sufficient to support itself during the first six months after arrival.

*Sole paragraph.* This amount shall be determined annually, in Brazilian currency, by the Joint Commission in accordance with the prevailing cost-of-living index in Brazil.

*Article 39*

With the chief aim of helping Japanese settlers to establish themselves on the land, the High Contracting Parties may grant them financial assistance through specially designated bodies.

*Sole paragraph.* The Brazilian Government shall exempt from all fiscal charges the remittances made by the Japanese Government by way of financial assistance.

*Article 40*

The Joint Commission provided for in this Agreement shall examine, from time to time as appropriate, the financing or assistance needs referred to in this chapter.

## INSURANCE

*Article 41*

The High Contracting Parties shall recommend to the Japanese migrants the taking-out of adequate insurance guaranteeing the payment of a sum of money to themselves or to their families, as the case may be, in the event of an accident or of their death while en route to their final destination in Brazil.

*Article 42*

The High Contracting Parties shall recommend that agricultural insurance covering risks and losses arising from natural phenomena be made available in the settlement units by the Brazilian undertakings providing such insurance.

## JOINT COMMISSION

*Article 43*

To secure the practical and effective fulfilment of the high purposes of this Agreement, which is aimed at the utilization of Japanese technology and manpower for the economic development of Brazil, a Joint Commission consisting of six representatives—three appointed by the Japanese Government and three by the Brazilian Government—shall be established.

(1) The Japanese representatives on the Joint Commission shall be appointed by the Japanese Government. The Brazilian representatives shall be appointed, respectively, by the Ministry of Foreign Affairs, the National Institute of Immigration and Settlement and the Advisory Council of that Institute. Each High Contracting Party may designate one of its representatives as chief representative whenever it seems appropriate to do so.

(2) In addition to the aforementioned representatives, technical advisers not to exceed three for each delegation may also be appointed.

*Article 44*

The Joint Commission shall have its headquarters in the capital of Brazil and may meet anywhere in Japanese or Brazilian territory as may be required for the purposes of this Agreement.

*Article 45*

In addition to its regular meetings, the Joint Commission may be called into special session whenever one of the delegations so requests.

*Sole paragraph.* In order to be able to discharge its functions more effectively, the Joint Commission shall have an Executive Secretariat.

*Article 46*

The emoluments of the representatives on the Joint Commission, of the technical advisers and of the staff of the Executive Secretariat shall be chargeable to the Governments appointing them ; other expenses occasioned by the establishment and functioning of the said Commission shall be chargeable to both Governments jointly.

*Article 47*

The Joint Commission, which shall at all times act in close co-ordination with the competent authorities of the two Governments in both countries, shall have the following principal functions :

- (a) To propose to the competent authorities of the two Governments such policy directives, recommendations and administrative measures relating to migration and settlement as may be necessary for the proper application of the Agreement and, in particular, of the plan provided for in article 7 ;
- (b) To propose each year, in accordance with the provisions of article 8, the volume of the planned migration provided for in article 9 ;
- (c) To propose the delimitation of the "best suited" areas referred to in article 23 ;
- (d) To suggest to the Brazilian Government the adoption of the measures necessary for the provision of services and facilities referred to in article 33 and to verify whether the organizations mentioned in the sole paragraph of that article are in a position to provide the same ;
- (e) To give, when consulted, an opinion on the repatriation of a migrant, in conformity with the provisions of the sole paragraph of article 36 ;
- (f) To determine the amount of foreign exchange referred to in the sole paragraph of article 38 ;
- (g) To resolve doubts and settle disputes arising out of the application of this Agreement ;
- (h) To draw up the Commission's rules of procedure ;
- (i) To deal with any other matters referred to it by joint agreement of the two Governments.

*Sole paragraph.* The Joint Commission may make such recommendations to the High Contracting Parties as it considers necessary for the proper execution of this Agreement.

*Article 48*

Where the Joint Commission is unable to come to a satisfactory decision on any matter submitted to it, it shall refer the same back to the respective Governments, which shall settle it through the diplomatic channel.

REVISION

*Article 49*

The High Contracting Parties, acting on their own initiative or that of the Joint Commission, shall periodically consult with each other on the advisability of revising the text of the present Agreement or the terms of any special arrangements made by virtue thereof in order to bring them up to date and improve them in the light of what the execution of the Agreement and experience may dictate.

PERIOD OF VALIDITY AND TERMINATION

*Article 50*

This Agreement shall be ratified as soon as the constitutional formalities of each of the High Contracting Parties have been complied with, and it shall enter into force on the date of the exchange of the instruments of ratification, which shall take place at Tokyo as soon as possible. It shall remain in force until terminated by either High Contracting Party with one year's prior notice.

*Sole paragraph.* The termination shall in no way affect any previous measures specifically decided upon, any projects already being carried out or any commitments entered into under this Agreement before the date on which the notice of termination was given ; all such measures, projects and commitments shall be carried out in the normal way.

IN WITNESS WHEREOF the aforementioned plenipotentiaries have signed the present Agreement and have thereto affixed their seals.

DONE at Rio de Janeiro in duplicate, in the Japanese and Portuguese languages, on 14 November 1960.

[SEAL]      Yoshiro ANDO

[SEAL]      Horacio LAFER

## EXCHANGE OF NOTES

## I

Rio de Janeiro, 14 November 1960

No. 132 (ME/60)

Sir,

With reference to the Agreement between Japan and the United States of Brazil concerning Migration and Settlement signed today,<sup>1</sup> I have the honour to confirm the following understanding reached by our two Governments concerning the application of the said Agreement :

1. The Ministry of Foreign Affairs undertakes to use its good offices, as far as may be necessary, to induce the National Institute of Immigration and Settlement to give special consideration to the express desire of the Japanese Government concerning the establishment of settlement units intended mainly for Japanese migrants. In order to facilitate integration, the proportion of Brazilians in such units shall be 30 per cent as prescribed by law.
2. The Brazilian Government shall ensure that the treatment accorded to Japanese migrants will never be less favourable than that already given or in future to be given to other migrants, with the exception of the special privileges granted to Portuguese nationals. It shall also allow Japanese migrants freely to remit their savings to their country of origin in accordance with the relevant provisions of Brazilian law so that they may be able to repay loans covering the cost of their voyage or to help members of their families who are still in Japan or persons financially dependent on them.

I should be very grateful if you would confirm that the Brazilian Government is in accord with the terms of the above understanding, in which case this note and your reply shall be regarded as constituting an Agreement between our two Governments in this matter.

Accept, Sir, the assurances of my highest consideration.

Yoshiro ANDO  
Ambassador Extraordinary  
and Plenipotentiary of Japan

His Excellency Mr. Horacio Lafer  
Minister of State for Foreign Affairs

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<sup>1</sup> See p. 62 of this volume.

## II

14 November 1960

Sir,

I have the honour to acknowledge receipt of note No. 132 (ME/60), of today's date, in which you refer to the Agreement between Japan and the United States of Brazil concerning Migration and Settlement signed today and ask for confirmation from me of the following understanding between our two Governments concerning the application of the said Agreement :

[See note I]

2. In reply, I confirm to you that the Brazilian Government is in accord with the terms of the above understanding and regards your note, to which I have referred above, and the present note as constituting an Agreement between our two Governments in this matter.

Accept, Sir, the assurances of my highest consideration.

Horacio LAFER

His Excellency Mr. Yoshio Ando

Ambassador Extraordinary and Plenipotentiary of Japan