

No. 9844

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**UNITED STATES OF AMERICA  
and  
BRAZIL**

**Exchange of notes constituting an agreement for the disposition of  
equipment and material for defense purposes. Rio de Janeiro,  
27 January 1967**

*Authentic texts: English and Portuguese.*

*Registered by the United States of America on 2 September 1969.*

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**ÉTATS-UNIS D'AMÉRIQUE  
et  
BRÉSIL**

**Échange de notes constituant un accord relatif à la liquidation des  
équipements et du matériel utilisés dans le cadre de la défense  
nationale. Rio de Janeiro, 27 janvier 1967**

*Textes authentiques anglais et portugais.*

*Enregistré par les États-Unis d'Amérique le 2 septembre 1969.*

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT <sup>1</sup>  
BETWEEN THE UNITED STATES OF AMERICA AND  
BRAZIL FOR THE DISPOSITION OF EQUIPMENT AND  
MATERIAL FOR DEFENSE PURPOSES

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

No. 613

Rio de Janeiro, January 27, 1967

Excellency:

I have the honor to inform Your Excellency that the Government of the United States of America, wishing to see precise norms established for the return of equipment and materiel which have been or will be provided as a result of the Military Assistance Agreement signed at Rio de Janeiro on March 15, 1952,<sup>2</sup> agrees to the provisions set forth in the following items:

1. For the purposes of this agreement the term "materiel" means all equipment, materiel, including ships, or parts thereof which have been provided by one to the other of the Contracting Parties under the terms of the Military Assistance Agreement signed at Rio de Janeiro on March 15, 1952.

2. Each Contracting Party shall notify the other, through the Delegations maintained at the Joint Brazil-United States Military Commission, of the existence of materiel considered unnecessary, whether because it is no longer required for the purpose for which intended, or because it has outlived normal usefulness or because it has been damaged or rendered useless beyond repair. Each Contracting Party may also inform the other, through the personnel referred to in the first sentence of this paragraph, of any such materiel which may come to the attention of either party, and when so informed, the party so notified shall enter into consultation with the party giving notification with a view to disposing of any such materiel according to the procedures set out in the following items.

3. The notifications made in accordance with the preceding item will contain whenever possible a detailed list of the materiel which will be grouped according to the reasons for which the materiel is no longer required.

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<sup>1</sup> Came into force on 27 January 1967 by the exchange of the said notes.

<sup>2</sup> United Nations, *Treaty Series*, vol. 199, p. 221.

4. After notification in accordance with items 2 and 3, the Assignor of such materiel will indicate to the Assignee, in the manner established by item 2 for notifications, the materiel which the Assignor considers should be accepted by it for return.

5. The return of the materiel will be evidenced by statements of delivery and by receipts signed respectively by the duly authorized agents for the Assignee or the Assignor.

6. The Assignee of the materiel, the return of which was determined in accordance with item 4, shall deliver it at a port, airport, or other point of embarkation, designated by mutual agreement between the Contracting Parties, in the national territory of the Assignee.

7. It is understood that the Assignee will bear only the expense of transportation and loading of the materiel to be returned as far as the port, airport, or other point of embarkation.

8. Materiel determined to be no longer necessary and not selected for return by the Assignor will as soon as possible be disposed of by mutual agreement between the Contracting Parties.

9. All of the materiel which has been provided under the Military Assistance Agreement of March 15, 1952, and which becomes unusable or becomes scrap will be subject to notification in accordance with items 2 and 3, and its disposition will be governed with the provisions of items 4, 5, 6, 7 and 8.

10. This agreement shall enter into force on the date on which it is concluded.

11. This agreement shall remain in force until six months after the date on which one of the Contracting Parties notifies the other of its decision to terminate it. Such termination will in no way affect the legal effects of the Agreement of March 15, 1952, provided it is still in force.

This note and that of Your Excellency of the same date and contents will constitute an Agreement between our two Governments on this matter.

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

Philip RAINE  
Chargé d'Affaires a.i.

His Excellency Ambassador Manoel Pio Correa,  
Acting Minister of Foreign Affairs  
Rio de Janeiro

[TRANSLATION<sup>1</sup> — TRADUCTION<sup>2</sup>]

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

MINISTRY OF FOREIGN AFFAIRS

DAS/DAI/34/524.2 (22)

January 27, 1967

Mr. Chargé d'Affaires:

I have the honor to inform you that the Government of the United States of Brazil, wishing to see precise norms established for the return of equipment and material which have been or will be provided as a result of the Military Assistance Agreement signed at Rio de Janeiro on March 15, 1952, agrees to the provisions set forth in the following items:

[See note I]

2. This note and your note of the same date and contents will constitute an agreement between our two Governments on this matter.

Accept, Sir, the renewed assurances of my very distinguished consideration.

M. PIO C.

Mr. Philip Raine  
Chargé d'Affaires ad interim  
of the United States of America

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<sup>1</sup> Translation by the Government of the United States of America.

<sup>2</sup> Traduction du Gouvernement des États-Unis d'Amérique.