

No. 11773

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**UNITED STATES OF AMERICA  
and  
BRAZIL**

**Agreement for sales of agricultural commodities (with annex).  
Signed at Brasília on 21 October 1970**

**Exchange of notes constituting an agreement amending the  
above-mentioned Agreement. Brasília, 30 December 1970**

**Exchange of notes constituting an agreement further amending  
the above-mentioned Agreement of 21 October 1970.  
Brasília, 28 April 1971**

*Authentic texts: English and Portuguese.*

*Registered by the United States of America on 24 April 1972.*

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

**Accord relatif à la vente de produits agricoles (avec annexe).  
Signé à Brasília le 21 octobre 1970**

**Échange de notes constituant un accord portant modification  
de l'Accord susmentionné. Brasília, 30 décembre 1970**

**Échange de notes constituant un accord portant nouvelle  
modification de l'Accord susmentionné du 21 octobre  
1970. Brasília, 28 avril 1971**

*Textes authentiques: anglais et portugais.*

*Enregistré par les États-Unis d'Amérique le 24 avril 1972.*

AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF THE  
UNITED STATES OF AMERICA AND THE GOVERNMENT  
OF THE FEDERATIVE REPUBLIC OF BRAZIL FOR SALES  
OF AGRICULTURAL COMMODITIES

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The Government of the United States of America and the Government of the Federative Republic of Brazil,

Recognizing the desirability of expanding trade in agricultural commodities between the United States of America (hereinafter referred to as the exporting country) and the Federative Republic of Brazil (hereinafter referred to as the importing country) and with other friendly countries in a manner that will not displace usual marketings of the exporting country in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries;

Taking into account the importance to developing countries of their efforts to help themselves toward a greater degree of self-reliance, including efforts to meet their problems of food production;

Recognizing the policy of the exporting country to use its agricultural productivity to encourage these countries to improve their own agricultural production, and to assist them in their economic development;

Recognizing the determination of the importing country to improve its own production, storage, and distribution of agricultural food products;

Desiring to set forth the understandings that will govern the sales of agricultural commodities to the importing country pursuant to Title I of the Agricultural Trade Development and Assistance Act, as amended (hereinafter referred to as the Act), and the measures that the two Governments will take individually and collectively in furthering the above-mentioned policies;

Have agreed as follows:

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<sup>1</sup> Came into force on 21 October 1970 by signature, in accordance with part III (B).

## PART I

## GENERAL PROVISIONS

*Article I*

A. The Government of the exporting country undertakes to finance the sale of agricultural commodities to purchasers authorized by the Government of the importing country in accordance with the terms and conditions set forth in this agreement, including the applicable annex, which is an integral part of this agreement.

B. The financing of the agricultural commodities listed in Part II of this agreement will be subject to:

1. the issuance by the Government of the exporting country of purchase authorizations and their acceptance by the Government of the importing country; and
2. the availability of the specified commodities at the time of exportation.

C. Application for purchase authorizations will be made within 90 days after the effective date of this agreement, and, with respect to any additional commodities or amounts of commodities provided for in any supplementary agreement, within 90 days after the effective date of such supplementary agreement. Purchase authorizations shall include provisions relating to the sale and delivery of such commodities, and other relevant matters.

D. Except as may be authorized by the Government of the exporting country, all deliveries of commodities sold under this agreement shall be made within the supply periods specified in the commodity table in Part II.

E. The value of the total quantity of each commodity covered by the purchase authorizations for a specified type of financing authorized under this agreement shall not exceed the maximum export market value specified for that commodity and type of financing in Part II. The Government of the exporting country may limit the total value of each commodity to be covered by purchase authorizations for a specified type of financing as price declines or other marketing factors may require, so that the quantities of such commodity sold under a specified type of financing will not substantially exceed the applicable approximate maximum quantity specified in Part II.

F. The Government of the exporting country shall bear the ocean freight differential for commodities the Government of the exporting country requires to be transported in United States flag vessels (approximately 50 percent by weight of the commodities sold under the agreement). The ocean freight differential is deemed to be the amount, as determined by the Government of the exporting country, by which the cost of ocean transportation is higher (than would otherwise be the case) by reason of the requirement that the commodities be transported in United States flag vessels. The Government of the importing country shall have no responsibility to reimburse the Government of the exporting country or to deposit any local currency of the importing country for the ocean freight differential borne by the Government of the exporting country.

G. Promptly after contracting for United States flag shipping space to be used for commodities required to be transported in United States flag vessels, and in any event not later than presentation of vessel for loading, the Government of the importing country or the purchasers authorized by it shall open a letter of credit, in United States dollars, for the estimated cost of ocean transportation for such commodities.

H. The financing, sale, and delivery of commodities under this agreement may be terminated by either Government if that Government determines that because of changed conditions the continuation of such financing, sale, or delivery is unnecessary or undesirable.

## *Article II*

### *A. Initial Payment*

The Government of the importing country shall pay, or cause to be paid, such an initial payment as may be specified in Part II of this agreement. The amount of this payment shall be that proportion of the purchase price (excluding any ocean transportation costs that may be included therein) equal to the percentage specified for initial payment in Part II and payment shall be made in United States dollars in accordance with the applicable purchase authorization.

### *B. Type of Financing*

Sales of the commodities specified in Part II shall be financed in accordance with the type of financing indicated therein, and special provisions relating to the sale are also set forth in Part II and in the applicable annex.

### *C. Deposit of Payments*

The Government of the importing country shall make, or cause to be made, payments to the Government of the exporting country in the currencies, amounts, and at the exchange rates specified elsewhere in this agreement as follows:

1. Payments in the local currency of the importing country (hereinafter referred to as local currency), shall be deposited to the account of the Government of the United States of America in interest bearing accounts in banks selected by the Government of the United States of America in the importing country.

2. Dollar payments shall be remitted to the Treasurer, Commodity Credit Corporation, United States Department of Agriculture, Washington, D.C. 20250, unless another method of payment is agreed upon by the two Governments.

## *Article III*

### *A. World Trade*

The two Governments shall take maximum precautions to assure that sales of agricultural commodities pursuant to this agreement will not displace usual marketings of the exporting country in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with countries the Government of the exporting country considers to be friendly to it (referred to in this agreement as friendly countries). In implementing this provision the Government of the importing country shall:

1. insure that total imports from the exporting country and other friendly countries into the importing country paid for with the resources of the importing country will equal at least the quantities of agricultural commodities as may be specified in the usual marketing table set forth in Part II during each import period specified in the table and during each subsequent comparable period in which commodities financed under this agreement are being delivered. The imports of commodities to satisfy these usual marketing requirements for each import period shall be in addition to purchases financed under this agreement.
2. take all possible measures to prevent the resale, diversion in transit, or transshipment to other countries or the use for other than domestic purposes of the agricultural commodities purchased pursuant to this agreement (except where such resale, diversion in transit, transshipment or use is specifically approved by the Government of the United States of America); and

3. take all possible measures to prevent the export of any commodity of either domestic or foreign origin which is the same as the commodities financed under this agreement during the export limitation period specified in the export limitation table in Part II (except as may be specified in Part II or where such export is otherwise specifically approved by the Government of the United States of America).

#### B. *Private Trade*

In carrying out this agreement, the two Governments shall seek to assure conditions of commerce permitting private traders to function effectively.

#### C. *Self-help*

Part II describes the program the Government of the importing country is undertaking to improve its production, storage, and distribution of agricultural commodities. The Government of the importing country shall furnish in such form and at such time as may be requested by the Government of the exporting country, a statement of the progress the Government of the importing country is making in carrying out such self-help measures.

#### D. *Reporting*

In addition to any other reports agreed upon by the two Governments, the Government of the importing country shall furnish at least quarterly for the supply period specified in Item I, Part II, of this agreement and any subsequent comparable period during which commodities purchased under this agreement are being imported or utilized:

1. the following information in connection with each shipment of commodities received under the agreement: the name of each vessel; the date of arrival; the port of arrival; the commodity and quantity received; the condition in which received; the date unloading was completed; and the disposition of the cargo, i.e., stored, distributed locally, or, if shipped where shipped;
2. a statement by it showing the progress made toward fulfilling the usual marketing requirements;
3. a statement of the measures it has taken to implement the provisions of sections A 2 and 3 of this article; and
4. statistical data on imports and exports by country of origin or destination of commodities which are the same as those imported under the agreement.

E. *Procedures for Reconciliation and Adjustment of Accounts*

The two Governments shall each establish appropriate procedures to facilitate the reconciliation of their respective records of the amounts financed with respect to the commodities delivered during each calendar year. The Commodity Credit Corporation of the exporting country and the Government of the importing country may make such adjustments in the credit accounts as they mutually decide are appropriate.

F. *Definitions*

For the purposes of this agreement:

1. delivery shall be deemed to have occurred as of the on-board date shown in the ocean bill of lading which has been signed or initialed on behalf of the carrier,
2. import shall be deemed to have occurred when the commodity has entered the country, and passed through customs, if any, of the importing country, and
3. utilization shall be deemed to have occurred when the commodity is sold to the trade within the importing country without restriction on its use within the country or otherwise distributed to the consumer within the country.

G. *Applicable Exchange Rate*

For the purposes of this agreement, the applicable exchange rate for determining the amount of any local currency to be paid to the Government of the exporting country shall be a rate which is not less favorable to the Government of the exporting country than the highest of exchange rates legally obtainable in the importing country and which is not less favorable to the Government of the exporting country than the highest of exchange rates obtainable by any other nation. With respect to local currency:

1. As long as a unitary exchange rate system is maintained by the Government of the importing country, the applicable exchange rate will be the rate at which the central monetary authority of the importing country, or its authorized agent, sells foreign exchange for local currency.
2. If a unitary rate system is not maintained, the applicable rate will be the rate (as mutually agreed by the two Governments) that fulfills the requirements of the first sentence of this section G.

H. *Consultation*

The two Governments shall, upon request of either of them, consult regarding any matter arising under this agreement, including the operation of arrangements carried out pursuant to this agreement.

## I. Identification and Publicity

The Government of the importing country shall undertake such measures as may be mutually agreed prior to delivery for the identification of food commodities at points of distribution in the importing country, and for publicity as provided for in subsection 103(*l*) of the Act.

## PART II PARTICULAR PROVISIONS

### ITEM I. Commodity Table

<i>Commodity</i>	<i>Supply Period (Calendar Year)</i>	<i>Approximate Maximum Quantity (metric tons)</i>	<i>Maximum Export Market Value (1,000)</i>
Wheat and/or wheat flour . . . . .	1970	400,000	\$23,700
		TOTAL	\$23,700

### ITEM II. Payment Terms

#### Convertible Local Currency Credit

1. Initial Payment – 5 percent.
2. Currency Use Payment – 5 percent of the dollar amount of the financing by the Government of the exporting country under this agreement is payable upon demand by the Government of the exporting country, in amounts as it may determine and in accordance with paragraph 6 of the Convertible Local Currency Credit Annex applicable to this agreement. Requests for payment will be made by the Government of the exporting country on an individual shipment basis and no request will be made prior to 30 days after loading of such shipment in U.S. ports is completed.
3. Number of Installment Payments – 21.
4. Amount of Each Installment Payment – approximately equal annual amounts.
5. Due Date of First Installment Payment – ten years from date of last delivery of commodities in the calendar year.
6. Initial Interest Rate – 2 percent.
7. Continuing Interest Rate – 3 percent.



ITEM III. *Usual Marketing Table*

<i>Commodity</i>	<i>Import Period (Calendar Year)</i>	<i>Usual Marketing Requirement</i>
Wheat and/or wheat flour (on a grain equivalent basis)	1970	1,500,000 MT (of which at least 500,000 MT shall be purchased on an open tender basis from only free world sources)

ITEM IV. *Export Limitations*

A. The export limitation period shall begin with the effective date of the agreement and end on the final date on which commodities financed under this agreement are being received and utilized or at the end of the supply period, whichever is later.

B. For the purposes of Part I, Article III A 3, of the agreement, the commodities considered to be the same as the commodities imported under this agreement are: wheat and wheat flour.

ITEM V. *Self-Help Measures*

All of the local currency deposited in the special account, in accordance with paragraph 4 of the Convertible Local Currency Credit Annex shall be made available for use in the Agricultural Sector, with at least matching contributions from other Brazilian Resources for each purpose. The cruzeiros generated by this agreement shall be used in the furtherance of Agricultural Education, Research, Extension, Agricultural Credit with emphasis on loans to small producers, and loans to cooperatives and other private enterprises for improving marketing, food storage, handling and distribution facilities, and other economic development purposes as may be mutually agreed upon.

ITEM VI. *Economic Development Purposes for Which Proceeds Accruing to Importing Country Are to be Used*

For the self-help purposes referred to in Item V above and for other economic development purposes as may be mutually agreed upon.

### ITEM VII. *Other Provisions*

1. The currency use payments specified in Item II 2 of this Part II shall be made in Brazilian cruzeiros at the applicable exchange rate specified in Part I, Article III G of this agreement in effect on the date of payment and shall be used by the Government of the exporting country for payment of its obligations in the importing country. Interest on principal paid by making the currency use payment shall be paid as provided in paragraph 3 of the Convertible Local Currency Credit Annex to this agreement.

2. Notwithstanding paragraph 4 of the Convertible Local Currency Credit Annex, the Government of the importing country may withhold from deposit in the special account referred to in such paragraph as much of proceeds accruing to it from the sale of commodities financed under this agreement as is equal to the amount of the currency use payment made by the Government of the importing country.

3. The Government of the exporting country shall bear the cost of ocean freight differential for commodities it requires to be carried in United States flag vessels but, notwithstanding the provisions of paragraph 1 of the Convertible Local Currency Credit Annex, it shall not finance the balance of the cost of ocean transportation of such commodities.

The Government of the Federative Republic of Brazil understands that the Food for Peace Act (P.L. 480) requires the agreement to provide for termination whenever the Government of the United States of America finds that the self-help program described in the agreement is not being adequately developed and that the Government of the United States of America can terminate the agreement in such a case under the termination clause.

### PART III

### FINAL PROVISIONS

A. This agreement may be terminated by either Government by notice of termination to the other Government. Such termination will not reduce any financial obligations the Government of the importing country has incurred as of the date of termination.

B. This agreement shall enter into force upon signature.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present agreement.

DONE at Brasília, in duplicate, in the English and Portuguese languages, this Twenty-First day of the month of October of the Year One Thousand Nine Hundred and Seventy.

For the Government  
of the United States of America :

C. A. BOONSTRA

For the Government  
of the Federative Republic  
of Brazil :

JORGE DE CARVALHO E SILVA

CONVERTIBLE LOCAL CURRENCY CREDIT ANNEX TO THE AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE FEDERATIVE REPUBLIC OF BRAZIL FOR SALES OF AGRICULTURAL COMMODITIES

The following provisions apply with respect to the sales of commodities financed on convertible local currency credit terms :

1. In addition to bearing the cost of ocean freight differential as provided in Part I, Article I F, of this agreement, the Government of the exporting country will finance on credit terms the balance of the costs for ocean transportation of those commodities that are required to be carried in United States flag vessels. The amount for ocean transportation (estimated) included in any commodity table specifying credit terms does not include the ocean freight differential to be borne by the Government of the exporting country and is only an estimate of the amount that will be necessary to cover the ocean transportation cost to be financed on credit terms by the Government of the exporting country. If this estimate is not sufficient to cover these costs, additional financing on credit terms shall be provided by the Government of the exporting country to cover them.

2. With respect to commodities delivered in each calendar year, the principal of the credit (hereinafter referred to as principal) will consist of :

- (a) The dollar amount disbursed by the Government of the exporting country for the commodities (not including any ocean transportation costs) less any portion of the initial payment payable to the Government of the exporting country, and
- (b) The ocean transportation costs financed by the Government of the exporting country in accordance with paragraph 1 of this annex (but not the ocean freight differential).

This principal shall be paid in accordance with the payment schedule in Part II of this agreement. The first installment payment shall be due and payable on the date specified in Part II of this agreement. Subsequent installment payments shall be due and payable at intervals of one year thereafter. Any payment of principal may be made prior to its due date.

3. Interest on the unpaid balance of the principal due the Government of the exporting country for commodities delivered in each calendar year under this agreement shall begin on the date of dollar disbursement by the Government of the exporting country. Such interest shall be paid annually beginning one year after the date of last delivery of commodities in such calendar year, except that if the installment payments for these commodities are not due on some anniversary of such date of last delivery, any such interest accrued on the due date of the first installment payment shall be due on the same date as the first installment and thereafter such interest shall be paid on the due dates of the subsequent installment payments. For the period from the date the interest begins to the due date for the first installment payment, the interest shall be computed at the initial interest rate specified in Part II of this agreement. Thereafter, the interest shall be computed at the continuing interest rate specified in Part II of this agreement.

4. The Government of the importing country shall deposit the proceeds accruing to it from the sale of commodities financed under this agreement (upon the sale of the commodities within the importing country) in a special account in its name that will be used for the sole purpose of holding the proceeds covered by this paragraph. Withdrawals from this account shall be made for the economic development purposes specified in Part II of this agreement in accordance with procedures mutually satisfactory to the two Governments. The total amount deposited under this paragraph shall not be less than the local currency equivalent of the dollar disbursement by the Government of the exporting country in connection with the financing of the commodities including the related ocean transportation costs other than the ocean freight differential. The exchange rate to be used in calculating this local currency equivalent shall be the rate at which the central monetary authority of the importing country, or its authorized agent, sells foreign exchange for local currency in connection with the commercial import of the same commodities. Any such accrued proceeds that are loaned by the Government of the importing country to private or nongovernmental organizations shall be loaned at rates of interest approximately equivalent to those charged for comparable loans in the importing country. The Government of the importing country shall furnish, in such form and at such times as may be requested by the Government of the exporting country, but not less frequently than on an annual basis, reports containing relevant information concerning the accumulation and use of these proceeds, including information concerning the programs for which these proceeds are used, and, when the proceeds are used for loans, the prevailing rate of interest for comparable loans in the importing country.

5. The computation of the initial payment under Part I, Article II, A of this agreement and all computations of principal and interest under numbered paragraphs 2 and 3 of this annex shall be made in United States dollars.

6. All payments shall be in United States dollars or, if the Government of the exporting country so elects,

(a) The payment shall be made in local currency at the applicable exchange rate specified in Part I, Article III, G of this agreement in effect on the date of payment

and shall, at the option of the Government of the exporting country, be converted to United States dollars at the same rate, or used by the Government of the exporting country for payment of its obligations in the importing country, or

- (b) The payments shall be made in readily convertible currencies of third countries at a mutually agreed rate of exchange and shall be used by the Government of the exporting country for payment of its obligations.

For the Government  
of the United States of America :

C. A. BOONSTRA

For the Government of the  
Federative Republic of Brazil :

JORGE DE CARVALHO E SILVA

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT<sup>1</sup>  
BETWEEN THE UNITED STATES OF AMERICA AND  
BRAZIL AMENDING THE AGREEMENT OF 21 OCTOBER  
1970<sup>2</sup> FOR SALES OF AGRICULTURAL COMMODITIES

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I

*The American Ambassador to the Brazilian Minister of Foreign Affairs*

EMBASSY OF THE UNITED STATES OF AMERICA

No. B-76

Brasília, December 30, 1970

Excellency:

I have the honor to refer to the Agricultural Commodities Agreement which was signed on October 21, 1970<sup>2</sup> between our two governments and to inform you that, in response to your Government's request for an extension of the supply period of the agreement, my Government proposes to extend the supply period through June 30, 1971. All other terms and conditions of the October 21, 1970 agreement remain the same. I also propose that your acknowledgement of the receipt of this note will constitute an agreement between our governments.

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

WILLIAM M. ROUNTREE

His Excellency Mário Gibson Barboza  
Minister of Foreign Affairs  
Brasília

II

[PORTUGUESE TEXT — TEXTE PORTUGAIS]

MINISTERIO DAS RELAÇÕES EXTERIORES

DPB/236/842.11(42)(22)

Em 30 de dezembro de 1970

Senhor Embaixador,

Tenho a honra de acusar recebimento da Nota de Vossa Excelência, número B-76, datada de 30 de dezembro de 1970, na qual o Governo dos

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<sup>1</sup> Came into force on 30 December 1970 by the exchange of the said notes, in accordance with their provisions.

<sup>2</sup> See p. 88 of this volume.

Estados Unidos concorda com a extensão do período de fornecimento do Acôrdo sôbre Produtos Agrícolas de 21 de outubro de 1970, e cujo teor, traduzido para o português, transcrevo na íntegra, a seguir:

“Excelência,

“Tenho a honra de referir-me ao Acôrdo sôbre Produtos Agrícolas que foi assinado em 21 de outubro de 1970 entre nossos dois Governos e informá-lo de que, em resposta à solicitação do seu Govêrno de uma extensão do período de fornecimento do acôrdo, o meu Govêrno se propõe a estender o período de fornecimento até 30 de junho de 1970. Todos os outros têrmos e condições do Acôrdo de 21 de outubro de 1970 permanecem inalterados. Proponho, também, que a acusação de recebimento desta nota constitua um acôrdo entre nossos Governos.

“Queira Vossa Excelência aceitar os protestos da minha mais alta consideração. WILLIAM ROUNTREE.”

2. Em resposta, tenho a honra de comunicar a Vossa Excelência que o Govêrno da República Federativa do Brasil está de acôrdo com os têrmos da Nota de Vossa Excelência e que a referida Nota e esta resposta constituam um Acôrdo entre o Govêrno da República Federativa do Brasil e o Govêrno dos Estados Unidos da América.

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

MÁRIO GIBSON BARBOZA

A Sua Excelência o Senhor William Rountree  
Embaixador dos Estados Unidos da América

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

*The Brazilian Minister of Foreign Affairs to the American Ambassador*

MINISTRY FOR FOREIGN AFFAIRS

DPB/236/842.11(42)(22)

December 30, 1970

Excellency:

I have the honor to acknowledge receipt of Your Excellency's note No. B-76, dated December 30, 1970, whereby the Government of the United States agrees to an extension of the supply period of the Agricultural Commodities Agreement of October 21, 1970, the text of which note, translated into Portuguese, is transcribed in full below:

[See note I]

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

<sup>2</sup> Traduction fournie par le Gouvernement des Etats-Unis d'Amérique.

2. In reply, I have the honor to inform Your Excellency that the Government of the Federative Republic of Brazil concurs in the terms of Your Excellency's note and agrees that the aforesaid note and this reply shall constitute an agreement between the Government of the Federative Republic of Brazil and the Government of the United States of America.

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

MÁRIO GIBSON BARBOZA

His Excellency William Rountree  
Ambassador of the United States of America



EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT<sup>1</sup>  
BETWEEN THE UNITED STATES OF AMERICA AND  
BRAZIL FURTHER AMENDING THE AGREEMENT OF  
21 OCTOBER 1970<sup>2</sup> FOR SALES OF AGRICULTURAL  
COMMODITIES

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I

*The American Ambassador to the Brazilian Minister of Foreign Affairs*

EMBASSY OF THE UNITED STATES OF AMERICA

Brasília, D.F., April 28, 1971

No. B-40

Excellency:

I have the honor to refer to the agricultural commodities agreement between our two governments signed on October 21, 1970,<sup>2</sup> and to propose that the commodity table appearing in Part II, Item 1, of that agreement be amended to increase the maximum export market value for wheat and the total figure to \$24.9 million. This will allow for purchase of the full 400,000 metric tons of wheat intended for import by June 30, 1971. Other terms and conditions of the October 21, 1970 agreement as amended<sup>3</sup> remain the same.

If the foregoing is acceptable to the Government of Brazil, I have the honor to propose that Your Excellency's reply to that effect, together with my note, shall constitute an agreement between our two governments regarding this matter, which shall enter into force on the date of Your Excellency's reply.

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

WILLIAM M. ROUNTREE

His Excellency Ambassador Mário Gibson Barboza  
Minister of Foreign Affairs  
Brasília

<sup>1</sup> Came into force on 28 April 1971, the date of the note in reply, in accordance with the provisions of the said notes.

<sup>2</sup> See p. 88 of this volume.

<sup>3</sup> See p. 112 of this volume.

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

*The Brazilian Minister of Foreign Affairs to the American Ambassador*

MINISTRY FOR FOREIGN AFFAIRS

April 28, 1971

DPB/58/561.311(22)

Excellency:

I have the honor to acknowledge the receipt of note No. B-40 of April 28, 1971, the text of which, in Portuguese, reads as follows:

[See note I]

In reply I hereby inform Your Excellency that the Brazilian Government concurs with the terms of the foregoing note.

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

MÁRIO GIBSON BARBOZA

His Excellency William Manning Rountree  
Ambassador of the United States of America

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

<sup>2</sup> Traduction fournie par le Gouvernement des Etats-Unis d'Amérique.