

**No. 21293**

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**BRAZIL  
and  
UNITED STATES OF AMERICA**

**Exchange of notes constituting an agreement on the control  
of the illicit traffic of drugs (with annex). Brasília,  
29 September 1982**

*Authentic texts: Portuguese and English.*

*Registered by Brazil on 29 October 1982.*

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

**Échange de notes constituant un accord relatif à la lutte  
contre le trafic illicite de stupéfiants (avec annexe).  
Brasília, 29 septembre 1982**

*Textes authentiques : portugais et anglais.*

*Enregistré par le Brésil le 29 octobre 1982.*

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT<sup>1</sup>  
BETWEEN THE GOVERNMENT OF THE FEDERATIVE  
REPUBLIC OF BRAZIL AND THE GOVERNMENT OF THE  
UNITED STATES OF AMERICA ON COOPERATION IN THE  
FIELD OF CONTROL OF THE ILLICIT TRAFFIC OF DRUGS

I

[PORTUGUESE TEXT — TEXTE PORTUGAIS]

Em 29 de setembro de 1982

DAI/DNU/DCS/118/611.5(B46)(D13)

Senhor Encarregado de Negócios,

Com referência às recentes negociações entre autoridades do Governo da República Federativa do Brasil e do Governo dos Estados Unidos da América, sobre cooperação em matéria de repressão ao tráfico ilícito de drogas que produzem dependência, havendo ambos os Governos concordado em colaborar em atividades de repressão ao tráfico ilícito de drogas, tenho a honra de informar Vossa Excelência de que o Governo da República Federativa do Brasil concorda com as seguintes disposições:

*Artigo I.* 1. As Partes Contratantes decidem continuar a prestar-se cooperação com vistas à repressão do tráfico ilícito de drogas que produzem dependência e outras substâncias estupefacientes, especialmente cocaína, que possam originar-se do território brasileiro, por ele transitar ou nele ser processadas.

2. A cooperação prevista poderá compreender, entre outras formas a serem acordadas pelas Partes, o fornecimento de equipamentos e contribuições financeiras para cobrir custos conforme descrito no Anexo. Esses equipamentos e contribuições serão empregados na repressão do tráfico de drogas.

*Artigo II.* O Governo brasileiro designa como entidade responsável pela implementação do presente Acordo o Departamento de Polícia Federal (DPF), do Ministério da Justiça, e o Governo dos Estados Unidos da América designa, com a mesma finalidade, o Bureau Internacional de Assuntos de Narcóticos (INM), do Departamento de Estado, através da Embaixada dos Estados Unidos da América em Brasília.

*Artigo III.* 1. O INM proporcionará o financiamento de até US\$ 300.000.00 (trezentos mil dólares), no ano fiscal do Governo dos Estados Unidos da América de 1982, em apoio à cooperação descrita no Artigo I, e para os equipamentos específicos e contribuições para cobrir custos relacionados no Anexo ao presente Acordo.

2. As entidades responsáveis pela implementação do presente Acordo decidirão conjuntamente quanto ao número, tipo e composição dos equipamentos acima mencionados a serem fornecidos no quadro do presente Acordo.

3. Excetuado combustível, o INM providenciará a aquisição de bens e equipamentos nos termos do presente Acordo e fará sua doação ao DPF, o qual certificará seu recebimento e os empregará na repressão ao tráfico de drogas. Combustível para os barcos será adquirido diretamente pelo DPF e seu pagamento

<sup>1</sup> Came into force on 29 September 1982 by the exchange of the said notes.

será feito pelo INM, segundo procedimentos a serem adotados de comum acordo entre o DPF e o INM.

4. A data limite de contribuição para bens e serviços adquiridos nos termos deste Acordo será 31 de março de 1984. O INM somente fará contribuições, nos termos do presente Acordo, até seis meses após a data limite indicada ou qualquer data de contribuição final fixada posteriormente, a menos que as Partes acordem de outra maneira.

5. Após a data limite fixada no parágrafo 4 acima, o Governo dos Estados Unidos da América somente se obriga a fornecer o total ou o saldo da verba mencionada no parágrafo 1 em caso de disponibilidade de verbas autorizadas pelo Congresso dos Estados Unidos da América para tal fim.

*Artigo IV.* Os eventuais impostos e direitos alfandegários a que possam estar sujeitos os equipamentos fornecidos ao DPF em virtude da aplicação do presente Acordo serão da exclusiva responsabilidade do DPF, que tomará as devidas providências sobre a matéria.

*Artigo V.* 1. Para os fins do presente Acordo, o DPF se compromete a:

- a) Financiar, até por um valor total de US\$ 10,000.00 (dez mil dólares dos Estados Unidos da América), as atividades descritas no Anexo;
- b) Arcar com as despesas eventuais que decorram da implementação do presente Acordo, e que não estejam nele previamente especificadas.

*Artigo VI.* Os equipamentos e contribuições financeiras para cobrir custos fornecidos por uma das entidades referidas no Artigo II à outra, nos termos do presente Acordo, serão destinados exclusivamente à execução das atividades nele previstas. Após o término do presente Acordo, os referidos equipamentos e contribuições serão utilizados em atividades que complementem os fins visados no Acordo.

*Artigo VII.* Todas as atividades decorrentes do presente Acordo serão desenvolvidas de conformidade com as leis e regulamentos em vigor na República Federativa do Brasil e nos Estados Unidos da América.

*Artigo VIII.* O DPF e o INM realizarão, pelo menos uma vez por ano, uma avaliação conjunta das atividades decorrentes da aplicação do presente Acordo, para o que fornecerão o pessoal qualificado necessário.

*Artigo IX.* Fica acordado que o Anexo é parte integrante do presente Acordo.

*Artigo X.* O presente Acordo poderá ser modificado, revisto ou ampliado, por comum acordo das Partes. As eventuais modificações ou revisões entrarão em vigor por troca de notas diplomáticas.

*Artigo XI.* 1. O presente Acordo entrará em vigor pela presente troca de notas e terá vigência a partir desta data até o dia 31 de março de 1984, a menos que as Partes Contratantes decidam prorrogá-lo. Poderá ser denunciado, a qualquer tempo, por notificação escrita por qualquer dos dois Governos. A denúncia surtirá efeito trinta dias depois da data de recebimento da notificação respectiva.

2. A denúncia do presente Acordo implicará o cancelamento de todas as obrigações de ambas as Partes, exceto quanto ao pagamento de compromissos não canceláveis que tenham sido assumidos com terceiros.

Aproveito a oportunidade para renovar a Vossa Excelência os protestos da minha mui distinta consideração.

[Signed — Signé]<sup>1</sup>

Senhor Harry Kopp  
Encarregado de Negócios a.i. dos Estados Unidos  
da América

ANEXO AO ACORDO ENTRE O GOVERNO DA REPÚBLICA FEDERATIVA DO BRASIL E O GOVERNO DOS ESTADOS UNIDOS DA AMÉRICA SOBRE COOPERAÇÃO NO CAMPO DO CONTROLE DO TRÁFICO ILÍCITO DE DROGAS

I. CONTRIBUIÇÃO DO INM

1 (um) barco de oito metros, equipado com motor diesel de 130 H.P. e equipamento de comunicação para utilização em Foz do Iguaçu .....	US\$ 40,000.00
Equipamento de comunicação .....	US\$ 60,000.00
Emissor de sinais através de impulsos elétricos ( <i>bird dog bumper beeper</i> ) .....	US\$ 6,000.00
Veículos com tração nas quatro rodas .....	US\$ 150,000.00
Detetor de drogas para cocaína .....	US\$ 8,000.00
Gravadores cassette .....	US\$ 4,000.00
Montante a ser utilizado para apoio operacional e outros custos .....	US\$ 30,000.00
Kits para teste de narcótico .....	US\$ 2,000.00
TOTAL	US\$ 300,000.00

II. CONTRIBUIÇÃO DO DPF

Custos de pessoal	
a) Pagamento de viagens e diárias para executar operações .....	US\$ 9,500.00
b) Instalação do equipamento de comunicações .....	US\$ 500.00
TOTAL	US\$ 10,000.00

[TRANSLATION — TRADUCTION]

September 29, 1982

DAI/DNU/DCS/118/611.5(B46)(D13)

Excellency,

With reference to the recent negotiations between authorities of the Government of the Federative Republic of Brazil and of the Government of the United States of America on co-operation on matters related to the control of the illicit traffic of drugs which may produce dependence, both Governments having agreed to collaborate in the activities of control of the illicit traffic of drugs, I have the honour to inform Your Excellency that the Government of the Federative Republic of Brazil agrees to the following:

<sup>1</sup> Signed by João Clemente Baena Soares — Signé par João Clemente Baena Soares.

*Article I.* 1. The Contracting Parties agree to continue mutual co-operation to control the illicit traffic of drugs which produce dependence as well as other narcotic substances, especially cocaine, that may originate, or be processed in Brazilian territory, or which may transit it.

2. The co-operation envisaged may, among other forms to be agreed upon by the Parties, consist of supply of equipments and financial contributions to cover costs, as described in the Annex to this Agreement. Such equipments and contributions will be devoted to the repression of drug trafficking.

*Article II.* The Brazilian Government designates the Department of Federal Police (DPF) of the Ministry of Justice as the entity responsible for the implementation of this Agreement, and the Government of the United States of America designates the Bureau of International Narcotics Matters (INM), of the Department of State, through the Embassy of the United States of America in Brasília, for the same purpose.

*Article III.* 1. The INM will provide financing of up to \$US 300,000 (three hundred thousand dollars) in the United States Government fiscal year 1982, in support of the co-operation described in article I, and for the specific equipments and financial contributions to cover costs listed in the Annex to this Agreement.

2. The entities responsible for implementing this Agreement will jointly decide the number, type and composition of aforementioned equipments to be provided under this Agreement.

3. With the exception of fuel, the INM will procure commodities and equipment under this Agreement and will donate them to the DPF, which will certify their receipt and will devote them to the repression of drug trafficking. Fuel for boats will be procured directly by the DPF, and payment will be made by INM in accordance with procedures to be adopted by mutual agreement between the DPF and INM.

4. The final contribution date for goods and services procured under this Agreement will be 31 March 1984. The INM will only make contributions, under the provisions of this Agreement, up to six (6) months after this final date or any final date established subsequently, unless the Parties agree otherwise.

5. After the final date stipulated in paragraph 4 above, the Government of the United States will only be required to provide the total or the remaining portion of the funds referred to in paragraph 1 if funds authorized by the United States Congress for such purpose are available.

*Article IV.* The eventual import taxes or customs duties to which the equipment to be provided to the DPF may be subject, as result of the execution of this Agreement, will be under the exclusive responsibility of the DPF, which will take the appropriate measures to resolve the issue.

*Article V.* For the purpose of this Agreement, the DPF will:

- a) Furnish up to \$US 10,000 (ten thousand dollars) to execute the activities listed in the Annex;
- b) Fund eventual expenses which may be required for the implementation of this Agreement, not previously provided for in it.

*Article VI.* The equipments and financial contributions to cover costs furnished by one of the entities referred to in article II to the other, under the pro-

visions of this Agreement, will be devoted exclusively to the execution of the activities provided for under the Agreement. After its termination, these equipments and contributions will be used in activities which will further the objectives sought in the Agreement.

*Article VII.* All activities provided for under this Agreement shall be carried out in accordance with the laws and regulations in force in the Federative Republic of Brazil and the United States of America.

*Article VIII.* The DPF and the INM will conduct, at least once each year, a joint evaluation of the activities carried out under this Agreement, and both Parties shall provide the appropriate personnel for this purpose.

*Article IX.* It is hereby agreed that the Annex is an integral part of this Agreement.

*Article X.* This Agreement may be modified, reviewed or amended by mutual agreement between the Parties. Eventual modifications or revisions will go into effect by exchange of diplomatic notes.

*Article XI.* 1. This Agreement shall enter into force by this exchange of diplomatic notes and will be in effect from this date until 31 March 1984, unless both Contracting Parties decide to extend it. It may be terminated by written notification of either Government, to be effective 30 (thirty) days after the date of receipt of the respective notification.

2. The termination of this Agreement will imply the termination of all obligations of the two Parties, except for payment of non-cancellable commitments which may have been entered into with third parties.

Accept, Excellency, etc.

[JOÃO CLEMENTE BAENA SOARES]

Mr. Harry Kopp  
Chargé d'affaires, a.i. of the United States  
of America

[Annex as under note II]

## II

Brasília, September 29, 1982

No. 319

Excellency,

With reference to the recent negotiations between authorities of the Government of the United States of America and of the Government of the Federative Republic of Brazil on cooperation on matters related to the control of the illicit traffic of drugs which may produce dependence, both Governments having agreed to collaborate in the activities of control of the illicit traffic of drugs, I have the honor to inform Your Excellency that the Government of the United States of America agrees to the following:

*Article I.* 1. The Contracting Parties agree to continue mutual cooperation to control the illicit traffic of drugs which produce dependence as well as other narcotic substances, especially cocaine, that may originate, or be processed in Brazilian territory, or which may transit it.

2. The cooperation envisaged may, among other forms to be agreed upon by the Parties, consist of supply of equipments and financial contributions to cover costs, as described in the Annex to this Agreement. Such equipments and contributions will be devoted to the repression of drug trafficking.

*Article II.* The Government of the United States of America designates the Bureau of International Narcotics Matters (INM), of the Department of State, through the Embassy of the United States of America in Brasilia, as the entity responsible for the implementation of this Agreement, and the Brazilian Government designates the Department of Federal Police (DPF) of the Ministry of Justice for the same purpose.

*Article III.* 1. The INM will provide financing of up to \$US 300,000 (three hundred thousand dollars) in the United States Government fiscal year 1982, in support of the cooperation described in Article I, and for the specific equipments and financial contributions to cover costs listed in the Annex to this Agreement.

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provisions of this Agreement, will be devoted exclusively to the execution of the activities provided for under the Agreement. After its termination, these equipments and contributions will be used in activities which will further the objectives sought in the Agreement.

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2. The termination of this Agreement will imply the termination of all obligations of the two Parties, except for payment of non-cancellable commitments which may have been entered into with third parties.

Accept, Excellency, the assurances of my highest consideration.

[Signed — Signé]<sup>1</sup>

His Excellency Ambassador João Clemente Baena Soares  
Minister *ad interim* of External Relations  
Brasília, D.F.

ANNEX TO THE AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE FEDERATIVE REPUBLIC OF BRAZIL ON COOPERATION IN THE FIELD OF CONTROL OF THE ILLICIT TRAFFIC OF DRUGS

I. INM CONTRIBUTION

1 (one) eight meter launch, equipped with 130 H.P. diesel engine and communication equipment, for use in Foz do Iguagu.....	US\$ 40,000.00
Communication equipment .....	US\$ 60,000.00
Bird Dog 300 (Bumper Beeper).....	US\$ 6,000.00
Four-wheel drive vehicles .....	US\$ 150,000.00
Drug detector for cocaine .....	US\$ 8,000.00
Cassette recorders .....	US\$ 4,000.00

<sup>1</sup> Signed by Harry Koop — Signé par Harry Kopp.



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Amount to be utilized for operational support and other costs .....	US\$ 30,000.00
Narcotest disposakit .....	US\$ 2,000.00
TOTAL	US\$ 300,000.00

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## II. DPF CONTRIBUTION

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Personnel costs	
a) Payment of travel and per diem for carrying out operations .....	US\$ 9,500.00
b) Installation of communications equipment .....	US\$ 500.00
TOTAL	US\$ 10,000.00

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