

N° 3971.

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ÉTATS-UNIS D'AMÉRIQUE  
ET ÉTATS-UNIS DU BRÉSIL

Accord relatif à une mission navale  
des États-Unis d'Amérique au  
Brésil. Signé à Washington, le  
27 mai 1936.

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UNITED STATES OF AMERICA  
AND UNITED STATES  
OF BRAZIL

Agreement concerning a Naval Mis-  
sion of the United States of  
America to Brazil. Signed at  
Washington, May 27th, 1936.

No. 3971. — AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENTS OF THE UNITED STATES OF AMERICA AND OF THE UNITED STATES OF BRAZIL CONCERNING A NAVAL MISSION OF THE UNITED STATES OF AMERICA TO BRAZIL. SIGNED AT WASHINGTON, MAY 27TH, 1936.

*English and Portuguese official texts communicated by the Envoy Extraordinary and Minister Plenipotentiary of the United States of America at Berne. The registration of this Agreement took place September 23rd, 1936.*

In conformity with the request made by the Ambassador of Brazil in Washington to the Secretary of State, the President of the United States of America, by virtue of the authority conferred by the Act of Congress of May 19, 1926, entitled "An Act To authorize the President to detail officers and enlisted men of the United States Army, Navy, and Marine Corps to assist the Governments of the Latin-American Republics in military and naval matters", as amended by an Act of May 14, 1935, to include the Commonwealth of the Philippine Islands, has authorized the appointment of officers to constitute the Brazilian Naval Mission, under the conditions specified below :

*Article I.*

1. The purpose of the Naval Mission is to cooperate with the Minister of Marine and the officers of the Brazilian Navy, with a view to enhancing the efficiency of the Brazilian Navy.

2. This contract when signed by the legal representatives of the United States of America and the United States of Brazil shall be effective as of June 25, 1936 (the expiration date of the present contract). It provides for an extension of the Mission for a period of four years from the above date unless terminated sooner or prolonged further than provided here.

3. If the Government of Brazil shall desire the services of the Mission to be prolonged, in whole or in part, beyond the period stipulated, a proposal to that effect must be made six months before the termination of this Agreement.

4. If it should be necessary, in the interest of either of the two Governments, for the present Agreement or an extension thereof to be terminated before the time specified, the Government desiring this must notify the other Government three months in advance.

5. It is here stipulated and agreed that as long as the Mission is functioning under this Agreement or an extension thereof, the Government of Brazil will not contract for the services of any mission or personnel of any other foreign Government for the duties and purposes treated of in this Agreement.

*Article II.*

1. The Naval Mission shall be composed, in addition to the two officers who are already in Brazil on similar duty, of six (6) additional officers of the United States Navy, on the active list, and two (2) additional chief yeomen, and two (2) aviation chief petty officers or petty officers, first class. This personnel shall be chosen by the Navy Department of the United States of America, in agreement, however, with the Brazilian Government.

<sup>1</sup> Came into force June 25th, 1936.

2. These officers shall have the ranks named below and shall be assigned to the following duties :

- 1 Captain, as Chief of the Naval Mission ;
- 1 Commander, for the Section of Tactics of the Naval War School ;
- 1 Lieutenant-Commander, for duties connected with naval communications, cryptanalysis and cryptography ;
- 1 Lieutenant-Commander, for the Section of Strategy of the Naval War School ;
- 1 Lieutenant-Commander, for duties connected with the use of the arms used in the Navy ;
- 1 Lieutenant-Commander, for duties connected with engines, boilers, motors and repairs thereto ;
- 1 Lieutenant-Commander or Lieutenant, Senior Grade, a naval aviator, for aviation duties in connection with the operations, engineering and armament of that arm ;
- 1 Lieutenant-Commander or Lieutenant, Senior Grade, a Naval Constructor, for duties in connection with plans for naval construction, repairs to ships and work at arsenals.

For any of the duties specified for Lieutenant-Commanders or Lieutenants, three Commanders may be substituted.

3. The non-commissioned personnel (chief petty officers or petty officers, first class) of the Naval Mission shall be assigned, in turn, to the following duties :

- 2 aviation chief petty officers or petty officers, first class, one for duties in connection with engines and the other for duties in connection with the armament of the same arm ;
- 3 chief yeomen, for duty in the office of the Naval Mission itself.

4. Any augmentation of the personnel of the Mission that is considered suitable or necessary shall be considered as a supplement to this Agreement.

#### Article III.

1. The members of the Naval Mission shall be subordinate only to the Brazilian Minister of Marine, through their own Chief.

2. It is the duty of the Naval Mission to advise, through the Minister of Marine, the Chief of Staff of the Navy, the Directors of Instruction, of the Naval War School, of the Naval Arsenal, of Naval Engineering and of Aeronautics, cooperating with them in all matters within their province, always indicating the necessary measures, as well as the training to be given, for the greater efficiency of the Navy.

3. In case of war between Brazil and any other nation, the Mission shall terminate. In case of civil war, no member of the Mission shall take part in operations in any capacity.

4. The members of the Mission shall retain the rank that they hold in the United States Navy. Their precedence with respect to Brazilian officers shall be according to seniority. The members of the Mission shall use only the uniform of the Navy of the United States of America.

#### Article IV.

1. The members of the Naval Mission shall receive for their services the following annual remuneration paid by Brazil, in Brazilian paper money :

Captain . . . . .	77 : 000\$000
Commander . . . . .	66 : 000\$000
Lieutenant-Commander . . . . .	60 : 000\$000
Lieutenant . . . . .	54 : 000\$000
Chief Petty Officer . . . . .	27 : 500\$000
Petty Officer, first class . . . . .	22 : 000\$000

If a member of the Mission be promoted he shall enjoy all the benefits of this contract from the date of his new commission in the grade to which promoted.

2. The pay of the members of the Mission shall begin on the date of the departure from New York and shall continue, after the service of the Mission has been concluded, to the date of the arrival at New York, travelling by the usual route. Any member of the Mission who returns to the United States of America after serving less than two years, except in case of illness, or who returns at the request of the Brazilian Government, in accordance with section 1 of Article V, shall receive his full pay only until the date of departure from Rio de Janeiro.

3. It is further stipulated that said remuneration shall not be subject to any Brazilian tax in force, or which may be established subsequently.

4. The expenses of land and sea transportation of the members of the Mission, their families (as defined in paragraph 6 below), household effects and baggage, and in the case of commissioned officers one automobile per officer, from New York to Rio de Janeiro, shall be paid by the Brazilian Government, in advance by the representative of the said Government, first class passage being provided for the officers and their families, and minimum first class passage for the chief petty officers, petty officers first class, and their families. The following supplementary indemnity shall also be allowed for the expenses of installation of each member of the Mission :

7 : 000\$000 (paper) for officers (seven contes of reis) ;

2 : 000\$000 (paper) for chief petty officers and petty officers, first class (two contos of reis).

The household effects, baggage, and in the case of commissioned officers their automobile, of the personnel of the Mission and their families shall be exempt from Customs duties and taxes of any kind in Brazil.

5. The members of the Mission who remain in Brazil two or more years shall be entitled to payment of the expenses of their return transportation, and that of their families, household effects, baggage, and in the case of commissioned officers their automobile, from Rio de Janeiro to New York. Said expenses include first class passage for the families of the officers and minimum first class passage for the chief petty officers and petty officers first class.

5 (a). The return transportation for any member of the families of the members of the Mission from Rio de Janeiro to New York shall be furnished at any time after their arrival in Brazil upon request of the Senior Member of the Mission. In case the member be detached from the Mission in accordance with either paragraphs 1 or 3 of Article V before two years' service in Brazil, the cost of transportation for himself and family to the United States of America shall be borne by the Government of the United States of America, and the amount of the transportation already furnished his family shall be deducted from money due him from the Brazilian Government or, if this be insufficient, repaid to the Brazilian Government by the member himself.

6. During the stay of the Mission in Brazil, the Government of Brazil will grant, upon the request of the Chief of the Mission, free entry for articles for the personal use of the members of the Mission and their families, there being considered as families the parents, wives, minor sons, unmarried daughters and sisters, while they are living in Brazil as part of the family of the respective member of the Mission.

7. After two years of service on the Mission, each member shall be entitled to a three months' furlough with full pay in Brazilian currency, including travel time, with the right to leave Brazil. The Chief of the Mission shall see to it that the said furloughs affect the interests of the Brazilian Navy as little as possible.

8. Members of the Mission who become ill shall, at the discretion of the Chief of the Mission, be placed by the Brazilian Government in the hospital that the Chief of the Mission deems suitable, after discussion with the Brazilian authorities.

9. In case of official travel or service at sea, rendered by any member of the Mission, he shall receive, during such time, full pay; also allowances equivalent to those granted to the personnel of the Brazilian Navy, of the same rank, under like circumstances.

10. The officers of the Mission shall be granted the same rights and privileges as are customarily enjoyed by diplomatic representatives of corresponding rank accredited to Brazil, except with respect to the rights of importation already treated of in a preceding clause.

11. Whenever it be necessary for the official service, an automobile with a chauffeur, or a launch properly equipped, shall be placed at the disposal of the members of the Mission.

12. Suitable offices shall be placed at the disposal of the members of the Mission.

13. Each officer of the Mission shall have, as assistant or collaborator, in all his functions, a Brazilian officer designated by the Minister of Marine.

14. If this contract should be cancelled at the request of the United States of America, all the expenses connected with the return of the Mission, their families, household effects, baggage, and in the case of commissioned officers their automobiles, to the United States of America, shall be borne by that Government, If, however, it should be at the initiative of the Brazilian Government, the latter Government shall bear all the expenses connected with the return to the United States of America of the Mission, their respective families, household effects, baggage, and in the case of commissioned officers their automobiles, according to the stipulations of paragraphs 2 and 5 of this Article ; and the Brazilian Government shall, in addition, pay to each officer an amount equal to three months' pay.

#### Article V.

1. The United States of America may, should the public interest so require, recall at any time a part or all of the members of the Mission, replacing them by other officers, chief petty officers or petty officers first class, to the satisfaction of the Brazilian Government, and the corresponding expenses shall be chargeable to the Government of the United States of America. If, at the request of the Brazilian Government, a member of the Mission should be withdrawn for a reason other than the completion of his services on the Mission, all the expenses of his return shall be chargeable to the United States of America.

2. Any member of the Mission may be relieved at the request of the Government of the United States of America after two years of service, being replaced by members of equal commission (patente) and rank agreeable to the Brazilian Government.

3. No member of the Mission relieved upon request before completing two years of service, shall be entitled to traveling expenses and transportation of baggage at the expense of the Brazilian Government.

4. If any member of the Mission should be obliged by illness to leave the service, the Brazilian Government shall pay the expenses of return to the United States of America in the manner provided above for members with more than two years of service.

5. If any member of the Mission, or a person in his family, should die in Brazil, the Brazilian Government shall have the body transported to such place in the United States of America as the family of the deceased may indicate. If the deceased should be a person under contract the Brazilian Government shall pay the transportation expenses of his family, household effects and baggage, and, in the case of commissioned officers, their automobiles to New York.

6. In case of replacement of a member of the Mission, all the stipulations of this Agreement, except in cases of express provision to the contrary, shall apply to the member replacing him, including those specified in paragraphs 2 and 4 of Article IV.

In witness whereof, the undersigned, duly authorized, sign this contract in two texts, each one in the English and Portuguese languages, at Washington, this twenty-seventh day of May, 1936.

Cordell HULL.

Oswaldo ARANHA.

Certified to be a true and complete textual copy of the original Agreement in all the languages in which it was signed.

For the Secretary of State of the United States of America :

P. F. Allen,

*Acting Chief Clerk and Administrative Assistant.*