

# NAVAL MISSION

*Agreement signed at Washington November 6, 1922*

*Entered into force November 6, 1922*

*Extended by agreement of May 21, June 30, and July 6, 1926<sup>1</sup>*

*Supplemented by agreement of May 26, 1927<sup>2</sup>*

*Expired November 6, 1930*

Treaty Series 627-A<sup>3</sup>

## AGREEMENT BETWEEN THE GOVERNMENTS OF THE UNITED STATES OF AMERICA AND THE UNITED STATES OF BRAZIL

In conformity with the request made on 29 July of this year by the Brazilian Ambassador at Washington to the Secretary of State of the United States of America, the President of the United States of America, by virtue of the authority conferred by the Act of Congress of June 5, 1920,<sup>4</sup> entitled "An Act to authorize officers of the Naval service to accept offices with compensation and emoluments from Governments of the Republics of South America", has authorized the detail of officers constituting a Naval Mission to Brazil, upon the following agreed conditions:

### ARTICLE I

#### *Purpose and Duration*

1. The purpose of the Mission is to cooperate with the Minister of Marine and with the officers of the Navy in whatever may be necessary to secure a good organization of the Navy ashore and afloat; in improving the methods of work in the shops, in the shore establishments and on board ship; in training and instructing the personnel and in drawing up and executing plans for the improvement of the Navy, for fleet exercises and for naval operations.

2. This Mission shall continue for a period of four years from the date of the signature of this agreement by the accredited representatives of the Governments of the United States of America and the United States of Brazil, unless sooner terminated or extended as hereinafter provided. The term of contract for the chief petty officers will be two years with privilege of renewals for periods of one year thereafter.

3. If the Government of Brazil desires that the services of the Mission shall be extended in whole or in part beyond the period stipulated, a proposal

<sup>1</sup> 1926 For. Rel. (I) 574.

<sup>2</sup> *Post*, p. 831.

<sup>3</sup> Not previously printed.

<sup>4</sup> 41 Stat. 1056.

to that effect shall be made six months before the expiration of that term of contract.

If it should become necessary in the interest of either Government on account of exigency of any kind that the present contract, or any extension thereof, be terminated before the time specified, the Government so desiring should notify the other three months in advance, *conforming to the conditions hereinafter specified.*

4. It is herein stipulated and agreed that while the Mission shall be in operation under this agreement, or any extension thereof, the Government of Brazil will not engage the services of any mission or personnel of any other foreign Government for duties and purposes contemplated by this agreement.

## ARTICLE II

### *Composition and Personnel*

1. The Mission will be composed of officers of the United States Navy of suitable rank and experience, to be selected by the Navy Department of the United States of America, and acceptable to the Brazilian Government, as follows:

- 1 Chief of Mission;
- 1 personal aide to the Chief of the Mission;
- 1 executive aide to the Chief of the Mission;
- 1 aide for communications (signals, regulations, etc.);
- 1 supply officer;
- 1 head of Department of Naval Strategy and Naval Tactics, War College;
- 2 officers, assistants to head of Department of Naval Strategy and Naval Tactics, War College;
- 1 ordnance officer;
- 1 engineering and electrical officer;
- 1 construction officer;
- 1 medical officer;
- 1 officer for target practice and personnel;
- 1 destroyer and torpedo officer;
- 1 submarine and mines officer;
- 1 aviation officer;

*Total 16 officers*

The following chief petty officers will complete the personnel which constitutes the Mission:

- 6 chief yeomen;
- 3 chief machinists' mates;
- 1 machinist mate, aviation;
- 1 chief carpenter's mate, aviation;
- 1 chief electrician, radio;

- 1 chief electrician, general;
- 1 chief turret captain;
- 1 torpedo gunners' mate;
- 1 chief pharmacist mate;
- 1 boilermaker;
- 1 watertender;
- 1 steward for chief of mission.

*Total 19 chief petty officers.*

2. Any additions to the personnel of the mission that may be considered advisable and necessary will be agreed upon as an addendum to this agreement.

3. The United States of America shall have the privilege, if its public interests so require, of recalling at any time any member or members of the Mission and of substituting other officers and men acceptable to the Brazilian Government in place of those recalled; provided that all costs and expenses connected therewith shall be borne by the United States Government. In case of such recall and substitution, provisions of this agreement shall apply to the substitute in each case. In case of the recall of any member of the Mission for cause, other than the completion of his service on the Mission, at the request of the Brazilian Government, all expenses of his return shall be borne by the United States of America.

4. In case any member of the Mission so requests, he may be relieved by the Government of the United States of America from duty with the Mission after a service of two years, and another member of suitable rank or rating, acceptable to the Brazilian Government, will be appointed in his place.

### ARTICLE III

#### *Duties, Rank and Precedence*

1. The members of the Mission will be responsible solely to the Brazilian Minister of Marine, through the Chief of the Mission.

2. The Chief of the Mission will be attached to the General Staff of the Brazilian Navy. It shall be the duty of the Chief of Mission to advise and to cooperate with the Chief of the General Staff of the Brazilian Navy as his technical assistant in all matters relating to organization, equipment, operation, instruction and training in the Brazilian Navy.

3. It shall be the duty of the Chief of Mission to advise in regard to all technical matters relating to contracts for war material for naval purposes, and to this end he shall be kept fully advised on all matters preliminary and pertaining thereto by the Minister of Marine.

4. The several members and subordinates of the Mission shall, under the direction of the Chief of Mission, cooperate in their particular and recognized fields of naval activity with the appropriate officials of the Brazilian Navy in

all matters pertaining to organization, equipment, instruction, training and operations.

5. In case of war between Brazil and any other nation, or in case of civil war, no member of the Mission shall take part in the operations in any respect whatsoever.

6. The Chief of the Mission shall have the honors of Vice Admiral in the Brazilian Navy and is entitled to wear the insignia of that grade.

7. All other members of the Mission will retain the rank which they are entitled to in the United States Navy. Their precedence with Brazilian officers will be in accordance with seniority. All members of the Mission will wear the uniform of the Navy of the United States of America.

8. At official ceremonies the Chief of the Mission and his Staff will take precedence immediately after the Chief of the General Staff of the Brazilian Navy. The other officers of the Mission will take precedence with officers of the Brazilian Navy as hereinbefore provided.

#### ARTICLE IV

##### *Compensation and Perquisites*

1. The members of the Mission will receive from the Brazilian Government for their services, compensation equal to that which corresponds to the total pay and allowances of their rank or rating in the Navy of the United States increased by ten percent, except in case of the Executive Aide to the Chief of Mission whose increase shall be twenty percent; this compensation shall be paid monthly in Brazilian currency at rate of exchange on the day of payment on New York, and will begin on the date of departure from New York.

In the case of the Chief of the Mission, however, the compensation shall be twelve thousand dollars annually and three thousand dollars for representation.

It is further stipulated that this compensation shall not be subject to any Brazilian tax now in force or that may hereafter be imposed.

2. The expenses of the transportation by land and sea of the entire Mission and their effects from New York to Rio de Janeiro will be assumed and provided for beforehand by a representative of the Brazilian Government; all commissioned officers and their families to be furnished with first-class accommodations and all other members with second-class accommodations. There shall also be provided an additional allowance to cover expenses of locating and housing each member of the Mission as follows:

- 10 contos for the Chief of the Mission;
- 7 contos for other officers;
- 2 contos for other members.

The transportation of household effects and baggage of the personnel for the first installation of the Mission shall be at the expense of the Brazilian

Government and will be exempt from all customs duties or imposts of any kind whatever in Brazil.

3. During the stay of the Mission in Brazil, the Government of Brazil will grant, upon a request made through the Chief of the Mission, free entry for articles of personal and family use; families being construed as parents, wives, children, sisters, and single daughters.

4. The members of the Mission who remain in Brazil for a longer period than two years will be entitled to the payment of the expenses of transportation for the return of themselves and their families. The expenses of transportation above referred to will cover first-class accommodation for the families of officers and second-class accommodation for the families of chief petty officers.

5. After two years' service with the Mission, each member thereof shall be entitled to leave of absence on full pay for four months, inclusive of travel time, with the privilege of leaving Brazil. Leaves of absence of members of the Mission will be so arranged with the Chief of the Mission that the least inconvenience practicable will be caused thereby to the interests of the Brazilian Navy.

6. Any member of the Mission who returns to the United States after a service of two years shall receive full pay and allowances up to the date of his arrival in New York and, in addition thereto, expenses of travel and transportation of effects from Rio de Janeiro to New York.

7. No member who may be detached from duty with the Mission upon his own request, prior to his service therewith of two years, shall be entitled to travel expenses and transportation of effects at the expense of the Brazilian Government.

8. If any member of the Mission is obliged by illness to discontinue service with the Mission, the Brazilian Government will bear the expenses of his return to the United States of America as above stipulated for members detached after two years' service.

9. Members of the Mission who may become ill, will, if necessary in the judgment of the Chief of the Mission, be cared for by the Brazilian Government in such hospital as the Chief of the Mission may, after consultation with the Brazilian authorities, consider suitable.

10. If a member of the Mission, or one of his family, should die in Brazil, the Brazilian Government will transport the body to such place in the United States of America as the family of the deceased may designate. In case the deceased should be a member of the Mission, the Brazilian Government will provide for the transportation expenses of the family of the deceased to New York, as provided for in paragraph 6 of this article.

11. In case of travel performed by any member of the Mission on official duty, such member shall receive, while engaged therein, full pay and allowance, together with transportation and allowance equivalent to that

granted to the personnel of the Brazilian Navy of corresponding rank and rating in like circumstances.

12. The Chief of the Mission will be provided with an orderly for his personal services. Such other orderlies will be provided as may be determined upon by agreement with the Brazilian Minister of Marine and the Chief of the Mission.

13. The Chief of the Mission will be provided with a suitable boat, fully manned and equipped, for his personal use, and there shall also be provided an additional boat for official use of the other members of the Mission in the performance of their duty.

14. The Mission shall be furnished with three automobiles with a chauffeur for each; one for the personal use of the Chief of the Mission, and two to be assigned at his discretion for the use of the other officers of the Mission for official duties. The expense of upkeep, repair and maintenance of these machines will be an obligation of the Brazilian Government.

15. Suitable offices and equipment will be provided by the Brazilian Government for the members of the Mission.

16. The officers of the Mission will be accorded rights and privileges habitually granted to diplomatic representatives accredited to Brazil and of corresponding rank, except with regard to rights of importation already covered in a preceding clause.

17. Each officer of the Mission will have as assistant or collaborator in all of his functions a Brazilian officer appointed annually by the Minister of Marine.

18. If cancellation of this contract be effected by the request of the United States of America, all expenses of the return of the Mission and the families thereof to the United States shall be borne by that Government. In case the cancellation should be effected on the initiative of the Government of Brazil, that Government will bear the costs of the returning of the Mission and the families thereof to the United States of America, in accordance with the provisions of paragraph 6 of this article, and in addition thereto each member of the Mission shall be paid by the Brazilian Government an indemnity equal in amount to the pay and allowances for one year, as set forth in paragraph 1 of this article.

IN WITNESS WHEREOF, the undersigned, duly authorized thereto, have signed this agreement in duplicate in the English and Portuguese languages, at Washington, this 6th day of November, 1922.

CHARLES E. HUGHES [SEAL]

*Secretary of State of the United States of America*

A. DE ALENCAR [SEAL]

*Brazilian Ambassador to the United States of America*