

DETAIL OF NAVAL OFFICER TO BRAZIL

Agreement signed at Washington September 29, 1944

Entered into force September 29, 1944.

Expired September 29, 1948

58 Stat. 1416; Executive Agreement Series 420

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE UNITED STATES OF BRAZIL

In conformity with the request of the Government of the United States of Brazil to the Government of the United States of America, the President of the United States of America has authorized the appointment of an officer of the United States Navy to serve in the United States of Brazil under the conditions specified below:

TITLE I

Duties and Duration

ARTICLE 1. The Government of the United States of America shall place at the disposal of the Government of the United States of Brazil the technical and professional service of an officer of the United States Navy to serve in the Ministry of Transportation as a Technical Adviser to the Merchant Marine Commission of the United States of Brazil.

ARTICLE 2. The officer so detailed may be replaced upon mutual agreement between the Government of the United States of America and the Government of the United States of Brazil.

ARTICLE 3. This Agreement shall come into force on the date of signature and shall continue in force for a period of four years unless previously terminated as hereinafter stipulated.

ARTICLE 4. If the Government of the United States of Brazil should desire that this Agreement be extended beyond the period stipulated in Article 3, it shall make a written proposal to that effect six months before its expiration.

ARTICLE 5. This Agreement may be terminated before the expiration of the period of four years prescribed in Article 3, or before the expiration of the extension authorized in Article 4, in the following manner:

(a) By either of the Governments, subject to three months' written notice to the other Government.

(b) By the recall of the officer by the Government of the United States of America in the public interest of the United States of America, without necessity of compliance with provision (a) of this Article.

ARTICLE 6. This Agreement is subject to cancellation, upon the initiation of either the Government of the United States of America or the Government of the United States of Brazil at any time during a period when either Government is involved in domestic or foreign hostilities.

ARTICLE 7. Should the officer become unable to perform his duties by reason of continued physical disability, he may be replaced.

TITLE II

Requisites and Conditions

ARTICLE 8. The officer shall be responsible directly to the Minister of Transportation of the United States of Brazil in the performance of his duties for the Brazilian Government and in all other matters directly to the Chief of Naval Operations, United States Navy.

ARTICLE 9. The officer shall be governed by the disciplinary regulations of the United States Navy.

ARTICLE 10. During the period the officer is detailed under this Agreement or any extension thereof, the Government of the United States of Brazil shall not engage the services of any personnel of any other foreign government for the duties and purposes contemplated by this Agreement.

ARTICLE 11. Throughout this Agreement the term "family" of the officer is limited to mean wife and dependent children.

ARTICLE 12. The officer shall be entitled to one month's annual leave with pay, or to a proportional part thereof with pay for any fractional part of a year. Unused portions of said leave shall be cumulative from year to year during the service of the officer under this Agreement.

ARTICLE 13. The leave specified in the preceding Article may be spent in foreign countries, subject to the standing instructions of the Navy Department of the United States of America concerning visits abroad. In all cases the said leave or portions thereof, shall be taken by the officer only after consultation with the Minister of Transportation of the United States of Brazil with a view to ascertaining the mutual convenience of the Government of the United States of Brazil and the officer in respect to this leave.

ARTICLE 14. The expenses of travel and transportation not otherwise provided for in this Agreement shall be borne by the officer in taking such leave. All travel time shall count as leave and shall not be in addition to the time authorized in Article 12.

TITLE III

Compensations

ARTICLE 15. For the services specified in Article 1 of this Agreement, the officer shall receive from the Government of the United States of Brazil such

net annual compensation expressed in currency of the United States of America as may be agreed upon between the Government of the United States of America and the Government of the United States of Brazil. This compensation shall be paid in twelve (12) monthly installments, as nearly equal as possible, each due and payable on the last day of the month. Payment may be made in Brazilian national currency and when so made shall be computed at such rate of exchange as may be agreed upon between the two Governments. Payments made outside of Brazilian territory shall be in the national currency of the United States of America. The compensation shall not be subject to any tax, now or hereafter in effect, of the Government of the United States of Brazil or of any of its political or administrative subdivisions. Should there, however, at present or while this Agreement is in effect, be any taxes that might affect this compensation, such taxes shall be borne by the Minister of Transportation of the United States of Brazil, in order to comply with the provision stipulated above that the compensation agreed upon shall be net.

ARTICLE 16. The compensation set forth in Article 15 shall begin on the date of departure of the officer from the United States of America, and it shall continue after the termination of his services in the United States of Brazil, during his return trip to the United States of America, and thereafter for the period of any accumulated leave to which he is entitled.

ARTICLE 17. The compensation due for the period of the return trip and accumulated leave shall be paid to the officer before his departure from the United States of Brazil, and such payment shall be computed for travel by the shortest usually traveled route to the port of entry in the United States of America, regardless of the route and method of travel used by him.

ARTICLE 18. The officer and his family shall be provided by the Government of the United States of Brazil with first-class accommodations for travel required and performed under this Agreement between the port of embarkation from the United States of America and his official residence in the United States of Brazil both for the outward and for the return trip. The expenses of transportation by land and sea of the officer's household effects and baggage, including automobile, from the port of embarkation in the United States of America to the United States of Brazil and return, shall also be paid by the Government of the United States of Brazil. These expenses shall include all necessary costs incidental to unloading from the steamer upon arrival in the United States of Brazil, cartage from the ship to the officer's residence in the United States of Brazil and packing and loading on board the steamer upon departure from the United States of Brazil upon termination of services. The transportation of such household effects, baggage, and automobile shall be made in a single shipment, and all subsequent shipments shall be at the expense of the officer, except when such shipments are necessitated by circumstances beyond his control.

ARTICLE 19. The household effects, personal effects and baggage, including an automobile, of the officer and his family, shall be exempt from customs duties in the United States of Brazil, or if such customs duties are imposed and required, an equivalent additional allowance to cover such charge shall be paid by the Government of the United States of Brazil. During service in the United States of Brazil the officer shall be permitted to import articles needed for his personal use and for the use of his family without payment of customs duties, provided that his requests for free entry have received the approval of the Ambassador of the United States of America or of the Chargé d'Affaires ad interim.

ARTICLE 20. If the services of the officer should be terminated by the Government of the United States of America, except as established in the provisions of Article 6, before the completion of two years of service, the provisions of Article 18 shall not apply to the return trip. If the services of the officer should terminate or be terminated before the completion of two years of service, for any other reason, including those established in Article 6, the officer shall receive from the Government of the United States of Brazil all compensations, emoluments, and perquisites as though he had completed four years of service, but the annual salary shall terminate as provided in Article 16. But should the Government of the United States of America recall the officer for breach of discipline, the cost of the return trip to the United States of America of such officer, his family, household effects and baggage, and automobile, shall not be borne by the Government of the United States of Brazil.

ARTICLE 21. Compensation for transportation and traveling expenses in the United States of Brazil on official business of the Government of the United States of Brazil shall be provided by the Government of the United States of Brazil.

ARTICLE 22. The Government of the United States of Brazil shall provide suitable office space and facilities for the use of the officer.

ARTICLE 23. The Government of the United States of Brazil shall provide the officer with a suitable automobile, with chauffeur, for his use on official business and, when necessary, a launch, properly equipped, shall on call be made available by the Government of the United States of Brazil for use by the officer for the conduct of official business.

ARTICLE 24. If replacement of the officer is made during the life of this Agreement or any extension thereof, the terms as stipulated in this Agreement shall also apply to the replacement officer, with the exception that the replacement officer shall receive an amount of annual compensation which shall be agreed upon by the two Governments.

ARTICLE 25. The Government of the United States of Brazil shall provide suitable medical attention for the officer and his family. In case the officer or any member of his family becomes ill or suffers injury, he or she

shall be placed in such hospital as the officer deems suitable after consultation with the Minister of Transportation of the United States of Brazil. The officer shall in all cases pay the cost of subsistence incident to his hospitalization or that of a member of his family.

ARTICLE 26. If the officer or any member of his family should die in the United States of Brazil during the period while this Agreement is in effect, the Government of the United States of Brazil shall have the body transported to such place in the United States of America as the family may decide, but the cost to the Government of the United States of Brazil shall not exceed the cost of transporting the remains from the place of decease to New York City. Should the deceased be the officer, his services shall be considered to have terminated fifteen (15) days after his death. Return transportation to the United States of America for the family of the deceased officer and for their household effects, baggage and automobile shall be provided as prescribed in Article 18. All compensation due the deceased officer and reimbursement due the deceased officer for expenses and transportation on official business of the Government of the United States of Brazil shall be paid to the widow of the officer, or to any other person who may have been designated in writing by the officer, provided such widow or other person shall not be compensated for the accrued leave of the deceased, and further provided that those compensations shall be paid within fifteen (15) days after the death of the officer.

IN WITNESS WHEREOF, the undersigned, being duly authorized, have signed this Agreement in duplicate, in the English and Portuguese languages, in Washington, this twenty-ninth day of September nineteen hundred and forty-four.

For the United States of America:

CORDELL HULL

[SEAL]

For the United States of Brazil:

CARLOS MARTINS PEREIRA E SOUSA

[SEAL]