

HEALTH AND SANITATION PROGRAM IN AMAZON VALLEY

Agreement signed at Rio de Janeiro July 17, 1942

Entered into force September 8, 1942

*Replaced by agreement of November 25, 1943*¹

57 Stat. 1325; Executive Agreement Series 373

The Government of the United States of Brazil and the Government of the United States of America, through the agency of the Institute of Inter-American Affairs, of the Office of the Coordinator of Inter-American Affairs, with the view of carrying out the Agreement on Health and Sanitation, celebrated between the two Governments at Washington, by exchange of notes, dated March 14, 1942,² have decided to sign the following Contract:

CLAUSE FIRST:

The Institute of Inter-American Affairs shall maintain a service entitled Special Service of Public Health which will be subordinated directly under the Minister of Education and Health and will include among its duties:

- 1) sanitation of the Amazon Valley, especially the prophylaxis and studies of malaria in the Amazon Valley and medical-sanitary assistance to the workers connected with the economic development of the referred region;
- 2) the training of professionals for the work of public health including physicians and sanitary engineers, public health nurses and other technicians;
- 3) collaboration with the National Leprosy Service and, through same with the State sanitary departments in the fighting against leprosy.

Other problems of public health shall be included in the activities of the Service, according to new understandings and contracts between the two parties.

CLAUSE SECOND:

The Service shall be subordinated to the Minister of Education and Health.

CLAUSE THIRD:

The Service shall be superintended by a physician from the Institute of Inter-American Affairs approved by the Minister of Education and Health

¹ EAS 375, *post*, p. 960.

² EAS 372, *ante*, p. 919.

and shall have as administrative assistant a physician from the Federal public service indicated by the same Minister and accepted by the superintendent of the same Service.

CLAUSE FOURTH:

Among the duties of the superintendent of the Service are included the hiring and dismissal, decisions regarding remuneration and all other working conditions of the personnel that the Service may need.

The effective federal officials utilized in the Service will incur no loss of their public service status but they shall be remunerated from the Service's funds.

CLAUSE FIFTH:

Besides the information that may be requested by the Minister of Education and Health, monthly reports on the progress of the work of the Service must be sent to said authority and to the Director of the National Health Department.

CLAUSE SIXTH:

The salaries and all other expenses, including travel, of the personnel of the Institute of Inter-American Affairs shall be paid exclusively from the latter's funds.

CLAUSE SEVENTH:

The physicians and other officials of the Service shall have postal and telegraphic franking privileges, passes on railroads administered by the Federal Government and the right to rebates allowed to departments of the Federal Government by the domestic companies of maritime and river navigation, air travel companies, and the Service may request all such concessions in favor of officials in charge of posts where resident physicians are maintained.

The referred to physicians and other authorized officials may also request from the railroads administered by the Federal Government, passages for subordinate personnel on duty, transportation of necessary material and telegraphic franking privileges on their private lines.

The passages, transportation and telegraphic communications furnished according to requisitions, shall be considered, on the railroads administered by the Federal Government as of public interest, and will not constitute expenditure.

The expenses arising out of requisitions for passages, transportation and telegraphic communications on railroads other than federal shall be for the account of the funds allocated to the Service by the Federal Government.

CLAUSE EIGHTH:

The material imported for the work of the Service shall enter in the country free from the payment of any duties, custom-house and others,

according to decree-law No. 300, of February 24, 1938, chapter V, article 21, paragraph "C".

CLAUSE NINTH:

For the immediate work on the Amazon Valley the following conditions are established:

a) the Service undertakes from the date this contract becomes effective up to December 31, 1943, the duties referred to in number 1 of the first clause of this contract;

b) for the execution of the work established in this clause, the Federal Government shall contribute, in 1942, the amount of 5.000:000\$000 (five thousand contos of reis), and in 1943, the amount that may be fixed by the budget for that fiscal year, and the Institute of Inter-American Affairs, during the length of this contract, the amount of \$2,000,000 (two million dollars).

For the execution of this item the following conditions are established:

I) the contribution of the Institute of Inter-American Affairs shall include the amount of the material which it may furnish.

II) The fixing of the allocation of the Institute of Inter-American Affairs shall be made in accordance with the exchange rates that will be in effect as payment for the expenses are made by the Service.

III) The Federal Government shall deposit in the Bank of Brazil after registration of this contract by the Tribunal de Contas, credited to the superintendent of the Service, the amount of five thousand contos (5000:000\$000), corresponding to its contribution for the current year and, in January of the year 1943, it shall take identical measures relative to the allocation for that year.

IV) The interest on the amounts deposited in the Bank of Brazil shall revert in favor of the National Treasury.

V) The expenses that will be effected shall be paid out of the contributions of the Federal Government and of the Institute of Inter-American Affairs, adhering to the proportion of ten per cent for the former and ninety per cent for the latter.

VI) The Service shall render an account of the expenses made, so that it can be ascertained whether the proportion established in paragraph V of this clause is being maintained on disbursements made.

VII) The taxes that during the length of this contract may affect the budget of the Service shall be for the account of the quota of the Federal Government.

CLAUSE TENTH:

The Institute of Inter-American Affairs shall apply during the length of this contract, up to the amount of \$500,000 (five hundred thousand dollars)

to the execution of the works referred to in numbers 2 and 3 of the first clause of this contract.

The application of the resources referred to in this clause shall be made at the discretion of the superintendent of the Service.

CLAUSE ELEVENTH:

The present contract shall remain in force up to December 31, 1943, beginning on the date of its registration by the Tribunal de Contas and the Federal Government shall not become liable for any indemnity should said Tribunal deny registration.

CLAUSE TWELFTH:

The contribution by the Federal Government, determined by this contract shall be for the account of the special credit opened especially for that purpose.

IN WITNESS WHEREOF, the undersigned, duly authorized thereto, sign and seal the present Contract in duplicate in the Portuguese and English languages, at Rio de Janeiro, this seventeenth day of July nineteen Hundred and forty two.

For the Government of the United States of Brasil:

OSWALDO ARANHA

Minister of State of Foreign Affairs

GUSTAVO CAPANEMA

Minister of State of Education and Health

For the Government of the United States of America:

JEFFERSON CAFFERY

Ambassador Extraordinary and Plenipotentiary at Rio de Janeiro

GEORGE M. SAUNDERS

Representative of the Institute of Inter-American Affairs