

MILITARY MISSION

Agreement signed at Washington June 20, 1949

Entered into force June 20, 1949

*Extended by agreements of March 18 and April 20, 1954,¹ and
July 10 and August 17, 1956²*

Superseded by agreement of September 6, 1956³

63 Stat. 2522; Treaties and Other
International Acts Series 1937

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF PERU

In conformity with the request of the Government of the Republic of Peru to the Government of the United States of America, the President of the United States of America has authorized the appointment of officers and subordinate personnel of the Army of the United States as members of a United States Army Mission to Peru for training purposes, in accordance with the conditions stipulated below:

TITLE I

Purpose and Duration

ARTICLE 1. The purpose of this Mission is to cooperate with the Minister of War of the Republic of Peru and with the officers of the Peruvian Army in order to increase the military efficiency of the Peruvian Army.

ARTICLE 2. This Mission shall continue for a period of four (4) years, from the date of the signing of this Agreement by the accredited representatives of the Government of the United States of America and the Government of the Republic of Peru, unless previously terminated or extended as hereinafter provided. Any member of the Mission may be replaced by the Government of the United States of America after the expiration of two years of service, in which case a replacement shall be furnished.

ARTICLE 3. If the Government of the Republic of Peru should desire to extend the services of the Mission beyond the stipulated period it shall make

¹ 5 UST 1290; TIAS 2997.

² 7 UST 2523; TIAS 3643.

³ 7 UST 2477; TIAS 3636.

a proposal in writing to that effect six months before the expiration of this Agreement.

ARTICLE 4. This Agreement may be terminated before the expiration of the period of four (4) years prescribed in Article 2 or before the expiration of the extension authorized in Article 3, in the following manner:

(a) At the request of either of the Governments provided the other Government is notified in writing three (3) months in advance.

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

ARTICLE 5. This Agreement is subject to cancellation upon the initiative of either the Government of the United States of America or the Government of the Republic of Peru, at any time during the period in which either of the Governments is involved in domestic or foreign hostilities.

TITLE II

Organization and Personnel

ARTICLE 6. This Mission shall consist of such personnel of the Army of the United States of America as may be agreed upon by the Minister of War of the Republic of Peru through his authorized representative in Washington and the Department of the Army of the United States of America.

TITLE III

Duties, Rank and Precedence

ARTICLE 7. The members of the Mission shall be responsible through the Chief of Mission and the Inspector General of the Peruvian Army to the Minister of War of the Republic of Peru.

ARTICLE 8. The personnel of the Mission shall perform such duties as may be agreed upon by the Inspector General of the Peruvian Army and the Chief of the Mission.

ARTICLE 9. Each member of the Mission shall serve on the Mission with the rank he holds in the Army of the United States and shall wear the uniform of his rank in the Army of the United States, but shall have precedence over all Peruvian Officers of the same rank.

ARTICLE 10. Each member of the Mission shall be entitled to all benefits and privileges which the regulations of the Peruvian Army provide for Peruvian officers and enlisted men of corresponding rank.

ARTICLE 11. The personnel of the Mission shall be governed by the disciplinary regulations of the United States Army.

ARTICLE 12. Members of the Mission shall receive from the Government of the Republic of Peru such net annual compensation, payable in United

States currency, as may be agreed upon by the two Governments for each member. This compensation shall be paid in twelve (12) equal monthly installments, each of which shall be due and payable on the last day of the month.

The said compensation shall not be subject to any tax now or hereafter in effect of the Government of the Republic of Peru 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 paid by the Minister of War of the Republic of Peru, in order to comply with the provision of this Article that the compensation agreed upon shall be net.

ARTICLE 13. The compensation agreed upon as indicated in the preceding Article shall commence upon the date of departure from the United States of America of each member of the Mission, and, except as otherwise expressly provided in this Agreement, shall continue, following the termination of duty with the Mission, for the return voyage to the United States of America and thereafter for the period of any accumulated leave which may be due.

ARTICLE 14. The compensation due for the period of the return trip and accumulated leave shall be paid to a detached member of the Mission before his departure from the Republic of Peru, 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 the member of the Mission.

ARTICLE 15. The Government of Peru shall provide each member of the Mission, his wife and dependent children, with round trip first class accommodations for travel required and performed under this Agreement by the shortest usually traveled route between the Port of Embarkation in the United States of America and his official residence in Peru.

For travel in both directions, the expenses of transportation of baggage, household goods, and automobile of each member of the Mission shall be paid by the Government of the Republic of Peru; this shall include all necessary expenses incident to unloading upon arrival in the Republic of Peru, cartage to and from residence, and packing and loading upon departure from the Republic of Peru. The transportation of baggage, household goods, and automobile shall be made in a single shipment and all subsequent shipments shall be at the expense of the respective members of the Mission except as otherwise provided for in this Agreement, or when such shipments are necessitated by circumstances beyond their control. The Peruvian Government shall not be responsible under the terms of this Agreement for transportation expenses of personnel who join the Mission for temporary service, but such expenses will be the subject of separate negotiations in each case.

ARTICLE 16. The baggage, household goods, and automobile of all members of the Mission accredited and nonaccredited as well as articles imported

by the members of the Mission for their personal use and for the use of members of their families shall be exempt from customs duties, provided such importations are authorized by the Chief of the Mission.

ARTICLE 17. If the services of any member of the Mission should be terminated by the Government of the United States of America before the completion of two (2) years of service except as established in Article 5 of this Agreement the provisions of Article 15 shall not apply to the return trip.

If the services of any member of the Mission should terminate or be terminated before the completion of two (2) years of service for any other reason, including those established in Article 5, such member shall receive from the Government of Peru all compensation, emoluments, and perquisites as though he had completed two (2) years of service, but the additional compensation shall terminate as provided in Article 13. However, should the Government of the United States of America recall any member for breach of discipline the cost of the return to the United States of America of such member, his family, baggage, and household goods shall not be borne by the Government of Peru.

ARTICLE 18. Compensation for transportation and travel expenses in the Republic of Peru on official business of the Government of Peru shall be provided by the Government of Peru in accordance with the provisions of Article 10.

ARTICLE 19. The Government of the Republic of Peru shall provide the Chief of the Mission with a suitable automobile with chauffeur for use on official business. Suitable motor transportation with chauffeur shall, on call by the Chief of Mission, be made available by the Government of Peru for use by the members of the Mission for the conduct of the official business of the Mission.

ARTICLE 20. The Government of the Republic of Peru shall provide suitable office space and facilities for use of the Chief of the Mission and subordinate members.

ARTICLE 21. If any member of the Mission or any member of his family should die in the Republic of Peru, the Government of the Republic of Peru shall have the body transported to such place in the United States of America as the surviving members of the family may decide, but the cost to the Government of the Republic of Peru shall not exceed the cost of transporting the remains from the place of decease to New York City. Should the deceased be a member of the Mission, his services with the Mission shall be considered to have terminated fifteen (15) days after his death. Return transportation to New York City for the wife and dependent children of the deceased member and for their household effects, baggage, and automobile shall be provided as prescribed in Article 15. All compensation due the deceased member, including salary for the fifteen (15) days following his death, and reimbursement due the deceased member for expenses and transportation on trips made

on official business of the Government of the Republic of Peru, shall be paid to the widow of the deceased member or to any other person who may have been designated in writing by the deceased while he was serving under the terms of this Agreement; but the widow or other person shall not be compensated for accrued leave due but not taken by the deceased. All compensation due the widow or other person designated by the deceased, under the provisions of this Article, shall be paid before the departure of the widow or such other person from the Republic of Peru and within fifteen (15) days after the death of the member.

TITLE V

Requisites and Conditions

ARTICLE 22. So long as this Agreement, or any extension thereof, is in effect, the Government of the Republic of Peru shall not engage the services of any personnel of any other foreign government for duties of any nature connected with the Peruvian Army, except by mutual agreement between the Government of the United States of America and the Government of the Republic of Peru.

ARTICLE 23. Each member of the Mission shall agree not to divulge or in any way disclose to any foreign government or to any person whatsoever any secret or confidential matter of which he may become cognizant in his capacity as a member of the Mission.

This requirement shall continue in force after the termination of service with the Mission and after the expiration or cancellation of this Agreement or any extension thereof.

ARTICLE 24. Throughout this Agreement the term "family" is limited to mean wife and dependent children.

ARTICLE 25. Each member of the Mission 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 service as a member of the Mission.

ARTICLE 26. The leave specified in the preceding Article may be spent in the Republic of Peru, in the United States of America, or in other countries, but the expense of travel and transportation not otherwise provided for in this Agreement shall be borne by the member of the Mission taking such leave. All travel time shall count as leave and shall not be in addition to the time authorized in the preceding Article.

ARTICLE 27. The Government of the Republic of Peru agrees to grant the leave specified in Article 25 upon receipt of written application, approved by the Chief of the Mission with due consideration for the convenience of the Government of the Republic of Peru.

ARTICLE 28. Members of the Mission that may be replaced shall terminate their services on the Mission only upon the arrival of their replacement,

except when otherwise mutually agreed upon in advance by the respective Governments.

ARTICLE 29. The Government of the Republic of Peru shall provide suitable medical attention to members of the Mission and their families.

In case a member of the Mission becomes ill or suffers injury, he shall, at the discretion of the Chief of the Mission, be placed in such hospital as the Chief of the Mission deems suitable, after consultation with the Minister of War of the Republic of Peru, and all expenses incurred as the result of such illness or injury while the patient is a member of the Mission and remains in the Republic of Peru shall be paid by the Government of the Republic of Peru. If the hospitalized member is a commissioned officer he shall pay his cost of subsistence, but if he is an enlisted man the cost of subsistence shall be paid by the Government of the Republic of Peru. Families shall enjoy the same privileges agreed upon in this Article for members of the Mission except that a member of the Mission shall in all cases pay the cost of subsistence incident to hospitalization of a member of his family, except as may be provided under Article 10.

ARTICLE 30. Any member of the Mission unable to perform his duties with the Mission by reason of long continued physical disability shall be replaced.

IN WITNESS WHEREOF, the undersigned, James E. Webb, Acting Secretary of State of the United States of America, and Fernando Berckemeyer, Ambassador Extraordinary and Plenipotentiary of the Republic of Peru to the United States of America, duly authorized thereto, have signed this Agreement in duplicate in the English and Spanish languages, at Washington, this twentieth day of June, one thousand nine hundred and forty-nine.

For the Government of the United States of America:

JAMES E. WEBB

For the Government of the Republic of Peru:

F. BERCKEMEYER