

DETAIL OF MILITARY OFFICER TO SERVE AS TECHNICAL DIRECTOR OF ECUADOREAN MILITARY COLLEGE

Agreement signed at Washington September 13, 1943

Entered into force September 13, 1943

Expired September 13, 1947

57 Stat. 1056; Executive Agreement Series 338

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

In conformity with the request of the Government of the Republic of Ecuador 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 Army to serve in the Republic of Ecuador 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 Republic of Ecuador the technical and professional services of an officer of the United States Army to serve as Technical Director of the Eloy Alfaro Military College of the Republic of Ecuador.

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 Republic of Ecuador.

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 Republic of Ecuador should desire that the services of the officer be extended beyond the period stipulated in Article 3, it shall make a written proposal to that effect six months before the expiration of this Agreement.

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 Republic of Ecuador 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 shall be replaced.

TITLE II

Requisites and Conditions

ARTICLE 8. The officer shall be governed by the disciplinary regulations of the United States Army.

ARTICLE 9. The officer shall be responsible directly and solely to the Minister of National Defense of the Republic of Ecuador.

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

ARTICLE 11. The officer shall not divulge nor by any means disclose to any foreign government or to any person whatsoever any secret or confidential matter of which he may become cognizant as a natural consequence of his functions, or in any other way, it being understood that this requisite honorably continues even after the expiration or cancellation of the present Agreement or extension thereof.

ARTICLE 12. During the entire duration of this Agreement, the officer shall be entitled to the benefits which the Regulations of the Ecuadoran Army provide for officers of his rank in the Ecuadoran Army.

ARTICLE 13. Throughout this Agreement the term "family" of the officer is limited to mean wife and dependent children.

ARTICLE 14. 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 15. The leave specified in the preceding Article may be spent in foreign countries, subject to the standing instructions of the War Depart-

ment 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 National Defense of the Republic of Ecuador with a view to ascertaining the mutual convenience of the Government of the Republic of Ecuador and the officer in respect to this leave.

ARTICLE 16. 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 14.

TITLE III

Compensations

ARTICLE 17. For the services specified in Article 1 of this Agreement, the officer shall receive from the Government of the Republic of Ecuador such net annual compensation expressed in United States currency as may be agreed upon between the Government of the United States of America and the Government of the Republic of Ecuador. 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 the Ecuadoran national currency and when so made shall be computed at the highest rate of exchange in Quito on the day on which due. Payments made outside of the Republic of Ecuador 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 Republic of Ecuador 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 Ministry of National Defense of the Republic of Ecuador.

ARTICLE 18. The compensation set forth in Article 17 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 Republic of Ecuador, 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 19. The compensation due for the period of the return trip and accumulated leave shall be paid to the officer before his departure from the Republic of Ecuador, 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 20. The officer and his family shall be provided by the Government of the Republic of Ecuador 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 Republic of Ecuador 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 Republic of Ecuador and return, shall also be paid by the Government of the Republic of Ecuador. These expenses shall include all necessary costs incidental to unloading from the steamer upon arrival in the Republic of Ecuador, cartage from the ship to the officer's residence in the Republic of Ecuador and packing and loading on board the steamer upon departure from the Republic of Ecuador 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 21. The household effects, personal effects and baggage, including an automobile, of the officer and his family, shall be exempt from customs duties in the Republic of Ecuador, 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 Republic of Ecuador. During service in the Republic of Ecuador 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 22. 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 20 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 Republic of Ecuador all compensations, emoluments, and perquisites as though he had completed four years of service, but the annual salary shall terminate as provided in Article 18. 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 Republic of Ecuador.

ARTICLE 23. Compensation for transportation and traveling expenses in the Republic of Ecuador on official business of the Government of the Republic of Ecuador shall be provided by the Government of the Republic of Ecuador in accordance with the provisions of Article 12.

ARTICLE 24. The Government of the Republic of Ecuador shall provide suitable office space and facilities for the use of the officer.

ARTICLE 25. The Government of the Republic of Ecuador shall provide the officer with an automobile, with chauffeur, for his official use.

ARTICLE 26. 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 27. The Government of the Republic of Ecuador 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 Ministry of National Defense of the Republic of Ecuador. The officer shall in all cases pay the cost of subsistence incident to his hospitalization or that of a member of his family.

ARTICLE 28. If the officer or any member of his family should die in the Republic of Ecuador during the period while this Agreement is in effect, the Government of the Republic of Ecuador 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 Republic of Ecuador 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 20. All compensation due the deceased officer and reimbursement due the deceased officer for expenses and transportation on official business of the Government of the Republic of Ecuador 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 these 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, each one in the English and Spanish languages at Washington, this thirteenth day of September, 1943.

For the United States of America:
CORDELL HULL [SEAL]
*Secretary of State of the United
States of America*

For the Republic of Ecuador:
C. E. ALFARO [SEAL]
*Ambassador Extraordinary and
Plenipotentiary of the Re-
public of Ecuador in Wash-
ington*