

MILITARY MISSION

Agreement signed at Washington July 10, 1944

Entered into force July 10, 1944

Extended by agreement of July 9 and August 23, 1948¹

Superseded by agreement of June 20, 1949²

58 Stat. 1311 ; Executive Agreement Series 409

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 enlisted men of the United States Army to constitute a Military Mission to the Republic of Peru under the conditions specified 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 with a view to enhancing the efficiency of the Peruvian Army.

ARTICLE 2. This Mission shall continue for a period of four 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 recalled by the Government of the United States of America after the expiration of two years of service, in which case another member shall be furnished to replace him.

ARTICLE 3. If the Government of the Republic of Peru should desire that the services of the Mission be extended beyond the stipulated period, it shall make a written proposal 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 years prescribed in Article 2, or before the expiration of the extension authorized in Article 3, in the following manner :

¹ Not printed.

² TIAS 1937, *post.*, p. 1286.

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

(b) By the recall of the entire personnel of the Mission 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 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 a period when either Government is involved in domestic or foreign hostilities.

TITLE II

Composition and Personnel

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

TITLE III

Duties, Rank and Precedence

ARTICLE 7. The personnel of the Mission shall perform such duties as may be agreed upon between the Minister of War of the Republic of Peru and the Chief of the Mission.

ARTICLE 8. The members of the Mission shall be responsible solely to the Minister of War of the Republic of Peru, through the Chief of the Mission.

ARTICLE 9. Each member of the Mission shall serve on the Mission with the rank he holds in the United States Army and shall wear the uniform of his rank in the United States Army 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.

TITLE IV

Compensation and Perquisites

ARTICLE 12. Members of the Mission shall receive from the Government of the Republic of Peru 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 Peru for

each member. This compensation shall be paid in twelve (12) equal monthly instalments, each due and payable on the last day of the month. Payment may be made in Peruvian national currency and when so made shall be computed at the highest value of the dollar at the free market rate of exchange in Lima on the day on which due. Payments made outside of the Republic of Peru 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 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 borne 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. Each member of the Mission and each dependent member of his family shall be provided by the Government of the Republic of Peru with 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 the Republic of Peru, and from his official residence in the Republic of Peru to the port of debarkation in the United States of America. The expenses of shipment of his household effects, baggage, and automobile of each member of the Mission between the port of embarkation in the United States of America and his official residence in the Republic of Peru shall also be paid by the Government of the Republic of Peru; this shall include all necessary expenses incident to unloading from the steamer upon arrival in the Republic of Peru, cartage between the ship and the residence in the Republic of Peru, and packing and loading on board the steamer upon departure from the Republic of Peru. 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 respective members of the Mission except when such

shipments are necessitated by circumstances beyond their control. Payment by the Government of the Republic of Peru of the expenses for the transportation of the families, household effects, baggage, and automobiles of personnel who may join the Mission for temporary service at the request of the Minister of War of the Republic of Peru shall not be obligatory under this Agreement, but shall be determined by negotiations between the War Department of the United States of America and the authorized representative in Washington of the Minister of War of the Republic of Peru, at such time as the detail of personnel for such temporary service is agreed upon.

ARTICLE 16. The Government of the Republic of Peru shall allot in the budget of the Minister of War an amount adequate to pay customs duties on articles imported by the members of the Mission for their personal use and for the use of their families, provided that the Chief of the Mission authorizes such importations.

ARTICLE 17. If the services of any member of the Mission should be terminated by the Government of the United States of America, except as established in the provisions of Article 5, before the completion of two years of service, 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 years of service, for any other reason, including those established in Article 5, such member shall receive from the Government of the Republic of Peru all compensations, emoluments, and perquisites as though he had completed two years of service, but the annual salary shall terminate as provided in Article 13. But should the Government of the United States of America recall any member for breach of discipline, the cost of the return trip to the United States of America of such member, his family, household effects, baggage, or automobile shall not be borne by the Government of the Republic of Peru.

ARTICLE 18. Compensation for transportation and traveling expenses in the Republic of Peru on official business of the Government of the Republic of Peru shall be provided by the Government of the Republic 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 suitable motor transportation with chauffeur for use on official business. Suitable motor transportation with chauffeur shall on call be made available by the Government of the Republic 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 the use of the members of the Mission.

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 family 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 compensations 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, Cordell Hull, Secretary of State of the United States of America, and Eduardo Garland, Minister Counselor, Chargé d'Affaires ad interim of the Republic of Peru in Washington, duly authorized thereto, have signed this Agreement in duplicate in the English and Spanish languages, in Washington, this tenth day of July, one thousand nine hundred forty-four.

For the United States of America:

CORDELL HULL [SEAL]

For the Republic of Peru:

EDUARDO GARLAND [SEAL]