

ÉTATS-UNIS D'AMÉRIQUE
ET RÉPUBLIQUE ARGENTINE

Accord relatif à la désignation par les Etats-Unis d'Amérique d'instructeurs de l'aéronautique militaire pour coopérer avec le Ministère de la Guerre de la République Argentine. Signé à Washington, le 29 juin 1940, et échange de notes renouvelant cet accord. Washington, les 23 mai et 3 juin 1941.

Textes officiels anglais et espagnol communiqués par l'envoyé extraordinaire et ministre plénipotentiaire des Etats-Unis d'Amérique à Berne. L'enregistrement de l'accord a eu lieu le 24 octobre 1940 ; l'enregistrement de l'échange de notes, le 6 novembre 1941.

UNITED STATES OF AMERICA
AND ARGENTINE REPUBLIC

Agreement concerning the Detail by the United States of America of Military Aviation Instructors to assist the Argentine War Department. Signed at Washington, June 29th, 1940, and Exchange of Notes renewing this Agreement. Washington, May 23rd and June 3rd, 1941.

English and Spanish official texts communicated by the Envoy Extraordinary and Minister Plenipotentiary of the United States of America at Berne. The registration of the Agreement took place October 24th, 1940 ; the registration of the Exchange of Notes, November 6th, 1941.

No. 4750. — AGREEMENT¹ BETWEEN THE UNITED STATES OF AMERICA AND THE ARGENTINE REPUBLIC CONCERNING THE DETAIL BY THE UNITED STATES OF AMERICA OF MILITARY AVIATION INSTRUCTORS TO ASSIST THE ARGENTINE WAR DEPARTMENT. SIGNED AT WASHINGTON, JUNE 29TH, 1940.

THE PRESIDENT OF THE UNITED STATES OF AMERICA, by virtue of the authority conferred by the Act of Congress, approved May 19th, 1926, as amended by an Act of Congress, May 14th, 1935, having authorized the detail of United States Army Air Corps officers to assist the Argentine War Department, the following conditions are agreed between the Ambassador of the Argentine Republic at Washington, as representative and agent of the Argentine Ministry of War, hereinafter referred to as the Party of the First Part, and the Acting Secretary of War of the United States of America as representative and agent of certain officers of the Air Corps, United States Army, hereinafter referred to as the Parties of the Second Part or as Officers of the Regular Army of the United States of America who have been detailed to their duties by the Secretary of War of the United States after approval of the compensation and emoluments herein stipulated.

TITLE I. — DUTIES AND DURATION.

Article 1.

The Parties of the Second Part hereby agree :

(a) To place at the disposal of the Party of the First Part all their technical and professional capacities, acting as technical advisers and instructors with regard to aviation when so requested by the Minister of War, Argentine Republic ;

(b) To advise the Commanding Officer of the Army Air Forces cooperating with him in all matters pertaining to same, prescribing the courses and assisting in the instruction ;

(c) To instruct personally in their capacities as instructors of bombing, aerial gunnery, aerial tactics, blind and night flying and navigation, as regards both theory and flying, the students who are detailed to them in a complete course dealing with the subject for which they shall draw up a program in accordance with the directives of the Commander of the Air Forces of the Army ;

(d) To obey without any reservations except such as may be required by the obligations of their oaths as officers of the United States Army, the orders of the service which may be given to them by the Minister of War or his lawful deputy, relative to the performances of their duties. In case of noncompliance with this provision the Party of the First Part shall be empowered to cancel the present contract, under the conditions set forth in Article 9 ;

(e) The Parties of the Second Part shall participate in such air flights as may be required in the performance of their duties ; provided further, that the Argentine Government shall place an airplane at their disposal for such periodic flights as may be required to maintain their status as pilots under United States Army Regulations. In

¹ Came into force June 29th, 1940.

making flights no liability is assumed by the Parties of the Second Part for damage caused to equipment, or for death or injury to others incident to any accident in which he may be involved under the provisions of this contract.

The senior officer will assure normally the direct relations with the Minister of War, the Chief of Staff of the Army and the Commanding Officer of the Air Force.

Article 2.

This agreement shall continue in effect for a period of one year from the date of its signature and shall supersede the agreement signed September 12th, 1939¹.

Article 3.

The present agreement is subject to extension by mutual consent at its expiration for a period of one year.

Article 4.

It is agreed that the services to be rendered by the Parties of the Second Part, as set forth in Article 1, may be suspended in the event that any of the armed forces of Argentina engage in activities other than those normally carried on during times of peace. It is agreed further that in case of war being declared between the Argentine Republic and any other nation, or between the United States and any other nation, the present agreement may be terminated, subject to the return of the officers, their families and household effects to the United States, as indicated in Articles 13, 14, 15, 16 and 19.

Article 5.

It is stipulated and agreed that while the Parties of the Second Part shall be employed under this agreement, or any extension thereof, the Party of the First Part will not engage the services of any personnel of any other foreign Government for the duties and purposes contemplated by this agreement, unless expressly agreed to between the Argentine Government and the Government of the United States.

TITLE II. — REQUISITES AND CONDITIONS.

Article 6.

The Parties of the Second Part hereby agree not to divulge nor by any means to disclose to any foreign Government or person whatsoever any secret or confidential matter of which they may become cognizant as a natural consequence of their functions, or in any other way, it being understood that this requisite honorably continues even after the expiration or cancellation of the present or any other subsequent agreement.

Article 7.

During the entire stay in the Argentine Republic at the service of the Party of the First Part, the Parties of the Second Part shall be entitled to the benefits which the Argentine Army Regulations provide for its officers of corresponding rank.

Article 8.

In case the Party of the First Part should desire that the services of the Parties of the Second Part be extended beyond the period stipulated in Article 2, as referred to in Article 3, written proposal to that effect must be made three months before the expiration of the present agreement.

¹ Vol. CCI, page 213 of this Series.

Article 9.

The present agreement may be cancelled by either of the Parties subject to thirty (30) days' notice in writing.

Article 10.

For the purposes of the present contract the family of an officer is construed to include his wife and dependent children.

Article 11.

After each year of service with the Argentine Government, or proportional part thereof, should this contract be terminated prior to one year, the Parties of the Second Part are individually entitled to one month's leave or proportional part thereof with pay.

Article 12.

The leave cited in the preceding Article may be spent in foreign countries, subject to the standing instructions of the United States War Department concerning visits to foreign countries. In all cases, a previously written application, containing full details, addressed to the appropriate Argentine Army authority, will be necessary. Unused portions of such leave including that deriving from the previous individual contracts shall be cumulative from year to year.

TITLE III. — COMPENSATIONS.

Article 13.

For the services specified in Article 1 of this contract the officers of the Regular Army of the United States of America shall receive from the Argentine Government such monthly compensation in pesos, national money, of legal tender, as may be agreed upon between the Governments of the United States and the Argentine Republic for each individual officer.

The said salary shall be payable on the last day of each month, it being hereby stipulated that neither said compensation nor the pay and allowances which they receive from the Government of the United States, shall be subject to any Argentine Government tax now in force, and that if any other tax or taxes are imposed by the Argentine Government, the compensation shall be so increased as to cover this taxation.

Article 14.

The compensation set forth in Article 13 shall begin from the date of signature of this agreement in the case of such officers as may be in the Argentine Republic at that time, and in the case of any newly assigned officer shall begin on the date of leaving New York, traveling by sea. The compensation shall continue until the termination of this contract, plus the time required to travel by the usual sea route from Buenos Aires to New York, plus such additional time as may cover the leave periods.

Article 15.

The Party of the First Part will furnish the expenses of transportation if necessary by land and sea of the Parties of the Second Part, their families, household effects and baggage, including automobile, in advance, the officers and their families being furnished with first-class accommodations.

Article 16.

Such allowance as may be agreed upon will be provided in advance by the Argentine Government to cover expenses arising from changing the residence of any additional officer and his family as may proceed to the Argentine Republic under this contract.

Article 17.

The cases of cancellation mentioned in Article 9 shall be compensated as follows :

(a) The United States may, if the public interest so requires, recall at any time any or all of the officers, substituting for them other officers acceptable to the Argentine Government, all expenses in connection therewith being incumbent upon the Government of the United States of America. If on the request of the Argentine Government, any of the officers is recalled for due or just cause other than the termination of his services or illness, all expenses connected with the return shall be incumbent upon the United States of America.

(b) If cancellation of this contract be effected on the request of the United States of America, all expenses of the return of the officers and all effects thereof to the United States shall be borne by the Government of the United States of America ; should cancellation be effected on the initiative of the Argentine Government, or as a result of war between the Argentine Republic and a foreign Government or as the result of the contingency envisaged in Article 4, the Argentine Government shall bear these costs.

Article 18.

The Party of the First Part will not provide for annual leave any additional allowance or compensation further than that stipulated in Article 13 and mentioned in Article 14.

Article 19.

The additional allowance of Article 16 for the Parties of the Second Part shall be paid by the Party of the First Part prior to departure from present station in the United States proceeding by the usual traveled route.

Article 20.

The household effects, personal effects, and baggage, including an automobile, of the Parties of the Second Part and their families, shall be exempt from Customs duties in the Argentine Republic, or if such Customs duties are imposed and required, an equivalent additional allowance to cover such charge shall be paid by the Argentine Government.

Article 21.

The compensation for transportation and traveling expenses in the Argentine Republic necessitated by the Argentine official business in compliance with Article 1 will be provided according to conditions specified in Article 7.

Article 22.

(a) Should any of the Parties of the Second Part become ill, he shall be cared for by the Argentine Government in such hospital, after consultation, as may be considered suitable; any officer unable to perform his duties by reason of long continued physical disability shall be changed.

(b) If any of the Parties of the Second Part, or one of his family, should die in the Argentine Republic while the present or any extension of this agreement is in force, the Party of the First Part shall have the body transported to such place in the United States as the family may decide. Should the deceased be any of the Parties of the Second Part this agreement will be considered terminated with reference to him fifteen days after his death, and compensation will be provided as specified in Articles 13, 14, 15, 16, 19 and 20, payable to the widow of the Party of the Second Part or other person who may be designated in writing by the Party of the Second Part any time during the continuance of this contract, provided such widow or other person will not be compensated for the accrued leave of the deceased, and provided further that these compensations be paid within fifteen days of the death of the Party of the Second Part.

Article 23.

In faith whereof, the undersigned, being duly authorized, sign the present agreement in two texts in duplicate, each one in the Spanish and English languages, this twenty-ninth day of June, nineteen hundred and forty, in Washington, D. C., United States of America.

(Seal) Louis JOHNSON.

(Seal) Felipe A. ESPIL.

Certified to be a true and complete textual copy of the original agreement in all the languages in which it was signed.

For the Secretary of State
of the United States of America :

Edward Yardley,
Director of Personnel.

CANJE DE NOTAS

I.

TEXTE ESPAGNOL. — SPANISH TEXT.

EMBAJADA DE LA
REPÚBLICA ARGENTINA.

D. E. N° 115.

WASHINGTON, *Mayo 23 de 1941.*

EXCELENCIA,

Con referencia al contrato firmado por el suscripto, en nombre del Gobierno Argentino, el 29 de Junio de 1940, relativo a los servicios que prestan los oficiales aviadores de los Estados Unidos de América, como asesores e instructores en nuestra República, tengo el honor de dirigirme a V. E., a fin de llevar a su conocimiento que mi Gobierno desearía renovarlo por el término de dos años a partir de su vencimiento el 28 de Junio próximo, a pesar de que el contrato en vigencia tiene una duración de sólo un año.

Aprovecho la oportunidad para renovar a V. E. las seguridades de mi más alta y distinguida consideración.

Felipe A. ESPIL.

A Su Excelencia el Señor D. Cordell Hull,
Secretario de Estado,
Departamento de Estado,
Washington, D. C.

DEPARTMENT OF STATE.

EXCELLENCY,

I have the honor to acknowledge receipt of your note of May 23rd, 1941, in which you convey the request of your Government for a renewal of the agreement entered into on June 29th, 1940, between the Governments of Argentina and the United States providing for the detail of United States Army Air Corps officers to assist the Argentine Ministry of War. I note that Your Excellency's Government desires to renew this agreement for a period of two years, the renewal to commence upon the termination of the present agreement on June 28th, 1941.

The renewal of this agreement for a period of two years is agreeable to this Government, notwithstanding the provision of Article 3 of the agreement now in force.

Accept, Excellency, the renewed assurances of my highest consideration.

His Excellency
Señor Don Felipe A. Espil,
Ambassador of the Argentine Republic.

EXCHANGE OF NOTES

I.

¹ TRADUCTION. — TRANSLATION.EMBASSY OF THE
ARGENTINE REPUBLIC.

D. E. No. 115.

WASHINGTON, *May 23rd, 1941.*

EXCELLENCY,

With reference to the contract signed by the undersigned in behalf of the Argentine Government on June 29th, 1940, relative to the services being furnished by aviation officers of the United States of America as advisers and instructors in our Republic, I have the honor to address Your Excellency in order to inform you that my Government would like to renew it for a period of two years from its expiration on June 28th next, despite the fact that the contract in force has a duration of only one year.

I avail myself of the opportunity to renew to Your Excellency the assurances of my highest and most distinguished consideration.

Felipe A. ESPIL.

His Excellency Cordell Hull,
Secretary of State,
Department of State,
Washington, D. C.

II.

WASHINGTON, *June 3rd, 1941.*

For the Secretary of State :
SUMNER WELLES.

¹ Traduction du Gouvernement des Etats-Unis d'Amérique.¹ Translation of the Government of the United States of America.