

No. 46

UNITED STATES OF AMERICA
and
BOLIVIA

Agreement relating to a military aviation mission to Bolivia.
Signed at Washington, on 4 September 1941

English and Spanish official texts communicated by the United States representative to the United Nations. The filing and recording took place on 16 October 1947.

ETATS-UNIS D'AMERIQUE
et
BOLIVIE

Accord relatif à l'envoi d'une mission militaire aérienne en
Bolivie. Signé à Washington, le 4 septembre 1941

Textes officiels anglais et espagnol communiqués par le représentant des Etats-Unis auprès de l'Organisation des Nations Unies. Le classement et l'inscription au répertoire ont eu lieu le 16 octobre 1947.

No. 46. AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF BOLIVIA RELATING TO A MILITARY AVIATION MISSION TO BOLIVIA. SIGNED AT WASHINGTON, ON 4 SEPTEMBER 1941

In conformity with the request of the Government of the Republic of Bolivia 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 to constitute a Military Aviation Mission to the Republic of Bolivia under the conditions specified below:

Title I

PURPOSE AND DURATION

Article 1. The purpose of this Mission is to cooperate with the Minister of National Defense of Bolivia and with the personnel of the Bolivian Air Force with a view to enhancing the efficiency of the Bolivian Air Force.

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 Bolivia, unless previously terminated or extended² 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 Bolivia 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:

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

¹ Came into force on 4 September 1941, as from the date of signature.

² Further extended for a period of four years; see page 388 of this volume.

(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 Bolivia in case either country becomes 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 Air Corps as may be agreed upon by the Minister of National Defense of Bolivia through its 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 National Defense of Bolivia and the Chief of the Mission.

Article 8. The members of the Mission shall be responsible solely to the Minister of National Defense of Bolivia, 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 Air Corps, with the exception of the non-commissioned officers who shall be commissioned Second Lieutenants in the Bolivian Army. The members of the Mission shall wear either the uniform of the United States Army Air Corps or of the Bolivian Army to which they shall be entitled, at the discretion of the Chief of the Mission, but shall have precedence over all Bolivian 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 Bolivian Air Force provide for Bolivian officers and subordinate personnel of corresponding rank.

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

Title IV

COMPENSATION AND PERQUISITES

Article 12. Members of the Mission shall receive from the Government of Bolivia such net annual compensation as may be agreed upon between the Government of the United States of America and the Government of Bolivia 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. The compensation shall not be subject to any tax, now or hereafter in effect, of the Government of Bolivia 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 Bolivia 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 Bolivia, 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 his family shall be furnished by the Government of Bolivia with first-class accommodations for travel, via the shortest usually traveled route, required and performed under this Agreement, between the port of embarkation in the United States of America and his official residence in Bolivia, both for the outward and for the return voyage. The Government of Bolivia shall also pay all expenses of shipment of 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 Bolivia as well as all expenses incidental to the transportation of such household effects, baggage and automobile from Bolivia to the port of entry in the United States of America. Transportation of such household effects, baggage and automobile shall be effected in one shipment, and all subsequent shipments shall be at the expense of the respective members of the Mission except as otherwise provided

in this Agreement, or when such shipments are necessitated by circumstances beyond their control. Payment of expenses for the transportation of families, household effects and automobiles, in the case of personnel who may join the Mission for temporary duty at the request of the Minister of National Defense of Bolivia, shall not be required under this Agreement, but shall be determined by negotiations between the War Department of the United States of America and the authorized representative of the Minister of National Defense of Bolivia in Washington at such time as the detail of personnel for such temporary duty may be agreed upon.

Article 16. The Government of Bolivia shall grant, upon request of the Chief of the Mission, exemption from customs duties on articles imported by the members of the Mission for their personal use and for the use of members of their families.

Article 17. Compensation for transportation and traveling expenses in the Republic of Bolivia on official business of the Government of Bolivia shall be provided by the Government of Bolivia in accordance with the provisions of Article 10.

Article 18. The Government of Bolivia shall provide the Chief of the Mission with a suitable automobile with chauffeur, for use on official business. Suitable motor transportation with chauffeur, and when necessary an airplane properly equipped, shall on call be made available by the Government of Bolivia for use by the members of the Mission for the conduct of the official business of the Mission.

Article 19. The Government of Bolivia shall provide suitable office space and facilities for the use of the members of the Mission.

Article 20. If any member of the Mission, or any of his family, should die in Bolivia, the Government of Bolivia 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 Bolivia 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 baggage, household effects and automobile shall be provided as prescribed in Article 15. All compensation due the deceased member, including salary for fifteen (15) days subsequent to his death, and reimbursement for expenses and transportation due the deceased member for travel performed on official business of Bolivia, 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 serving

under the terms of this Agreement; but such widow or other person shall not be compensated for accrued leave due and 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 within fifteen (15) days of the decease of the said member.

Title V

REQUISITES AND CONDITIONS

Article 21. So long as this Agreement, or any extension thereof, is in effect, the Government of Bolivia shall not engage the services of any personnel of any other foreign government for duties of any nature connected with the Bolivian Air Force, except by mutual agreement between the Government of the United States of America and the Government of Bolivia.

Article 22. 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 23. Throughout this Agreement the term "family" is limited to mean wife and dependent children.

Article 24. 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 25. The leave specified in the preceding Article may be spent in Bolivia, 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 26. The Government of Bolivia agrees to grant the leave specified in Article 24 upon receipt of written application, approved by the Chief of the Mission with due consideration for the convenience of the Government of Bolivia.

Article 27. Members of the Mission that may be replaced shall terminate their services on the Mission only upon the arrival of their replacements, except when otherwise mutually agreed upon in advance by the respective Governments.

Article 28. The Government of Bolivia 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 National Defense of Bolivia, and all expenses incurred as the result of such illness or injury while the patient is a member of the Mission and remains in Bolivia shall be paid by the Government of Bolivia. 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 Bolivia. 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 29. 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 Luis Fernando Guachalla, Envoy Extraordinary and Minister Plenipotentiary of the Republic of Bolivia at Washington, duly authorized thereto, have signed this Agreement in duplicate in the English and Spanish languages, at Washington, this fourth day of September, one thousand nine hundred and forty-one.

[SEAL]

Cordell HULL

[SEAL]

Luis GUACHALLA