

No. 49

**UNITED STATES OF AMERICA
and
BOLIVIA**

**Agreement relating to a military mission to the Republic of
Bolivia. Signed at Washington, on 11 August 1942**

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 en Bolivie.
Signé à Washington, le 11 août 1942**

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. 49. AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF BOLIVIA RELATING TO A MILITARY MISSION TO THE REPUBLIC OF BOLIVIA. SIGNED AT WASHINGTON, ON 11 AUGUST 1942

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 to constitute a Military 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 to serve as instructors at the Bolivian Staff College, the Military Geographic Institute, and The School of Arms Application and for such other purposes as may be agreed upon by the Chief of the Mission and the Minister of National Defense.

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 at any time, upon the request of the Government of the United States of America, provided a replacement with equal qualifications is furnished.

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:

¹ Came into force on 11 August 1942, as from the date of signature.

² Further extended for a period of four years. See page 408 of this volume.

(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 Bolivia 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 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. The members of the Mission shall wear either the uniform of the United States Army 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 Army provide for Bolivian officers of corresponding rank.

Article 11. The personnel of the Mission shall be governed by the disciplinary regulations of the Bolivian Army except in so far as such regulations are contrary to the regulations of the United States Army.

Title IV

COMPENSATION AND PERQUISITES

Article 12. Members of the Mission shall receive from the Government of Bolivia such net annual compensation in United States currency 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 installments, 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 trip 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, except in the case where such member is replaced prior to two years' service under the provisions of Article 2 of this Agreement, with first-class accommodations for travel, via the shortest usually travelled 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 trip. 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 or other imposts 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 on call, shall 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. The Government of Bolivia agrees that, while this Agreement is in effect, it will not engage officers of other foreign armies or personnel from any other country to serve in the Bolivian military institutes or branches in which the members of the United States Military Mission are serving.

In order to maintain the unity of military doctrine within the Bolivian Army, the Government of Bolivia agrees moreover that it will avoid the inefficiency in utilizing the services of the members of the United States Military Mission which might arise if the Government of Bolivia were to engage the services of any personnel of any other country whose duties would involve the provision of any instruction or technical assistance to the Bolivian Army. In the event the Bolivian Government should wish to give consideration to the possibility of engaging the services of any such personnel of any other country for duties connected with the Bolivian Army while this Agreement is in effect, the Minister of National Defense of Bolivia will consult with the Ambassador of the United States of America or, in his absence, the officer in charge, to determine whether the engagement of the services of such personnel might result in such inefficient utilization of the services of the United States Military Mission.

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 of 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. 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 continual physical disability shall be replaced.

IN WITNESS WHEREOF, the undersigned, being duly authorized, have signed this Agreement, in duplicate, in the English and Spanish languages, at Washington, this eleventh day of August, one thousand nine hundred and forty-two.

For the United States of America:

[SEAL] Cordell HULL
Secretary of State of the United States of
America

For the Republic of Bolivia:

[SEAL] Luis GUACHALLA
Ambassador Extraordinary and Plenipoten-
tiary of the Republic of Bolivia at Wash-
ington
