

No. 171

UNITED STATES OF AMERICA
and
IRAN

**Agreement relating to a military mission to Iran. Signed at
Tehran, on 6 October 1947**

English and Persian official texts communicated by the United States Representative to the United Nations. The registration took place on 5 December 1947.

ETATS-UNIS D'AMERIQUE
et
IRAN

**Accord relatif à l'envoi d'une mission militaire en Iran. Signé
à Téhéran, le 6 octobre 1947**

Textes officiels anglais et persan communiqués par le représentant des Etats-Unis auprès de l'Organisation des Nations Unies. L'enregistrement a eu lieu le 5 décembre 1947.

No. 171. AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF IRAN RELATING TO A MILITARY MISSION TO IRAN. SIGNED AT TEHRAN, ON 6 OCTOBER 1947

In conformity with the request of the Government of Iran 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 Iran under the conditions specified below:

TITLE I — PURPOSE AND DURATION

Article 1. The purpose of this Mission is to cooperate with the Ministry of War of Iran and with the personnel of the Iranian Army with a view to enhancing the efficiency of the Iranian Army.

Article 2. This agreement shall be effective from the date of signing of the agreement by the accredited representatives of the Government of the United States of America and the Government of Iran and shall continue in force until March 20, 1949, unless sooner terminated or extended as hereinafter provided.

Article 3. If the Government of Iran should desire that the services of the Mission be extended beyond the stipulated period, it shall make a written proposal to that effect prior to September 21, 1948. The Government of the United States of America agrees to act upon such proposal prior to December 21, 1948.

Article 4. This agreement may be terminated prior to March 20, 1949, in the following manner:

A) By either government subject to three months notice in writing to the other government;

B) By either government at any time, upon written notice, if that government considers it necessary due to domestic disturbances or foreign hostilities;

C) By the Government of the United States of America at any time upon written notice that the present statutory authority under which this arrangement is concluded has terminated and that Congress has provided no other authority for the continuation of the Mission;

¹ Came into force on 6 October 1947, as from the date of signature, in accordance with article 2.

D) 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 the article.

E) The termination of this agreement, however, shall not affect or modify the several obligations of the Government of Iran to the members of the Mission or to their families as set out in Title IV hereof.

TITLE II — COMPOSITION AND PERSONNEL

Article 5. Initially the Mission shall consist of such numbers of personnel of the United States Army as may be agreed upon by the Minister of War of Iran through his authorized representative in Washington and by the War Department of the United States of America. The individuals to be assigned shall be those agreed upon by the Minister of War of Iran or his authorized representative and by the War Department of the United States of America or its authorized representative.

TITLE III — DUTIES, RANK, AND PRECEDENCE

Article 6. Members of the Mission shall be assigned to the Department of the Ministry of War designated the Advisory Department. The Advisory Department shall be organized under a table of organization prepared with the agreement of the Chief of Mission and approved by the Minister of War of Iran. Members of the Mission shall be assigned to position vacancies shown on this table, and their assignment shall be published in Iranian Army General Orders.

Article 7. The senior officer of the Mission shall be appointed Chief of the Mission. Other members of the Mission shall be assigned duties by the Chief of Mission as indicated by the table of organization and approved by the Minister of War of Iran, or such other duties as may be agreed upon between the Minister of War of Iran and the Chief of the Mission.

Article 8. The duties of the Mission shall be to advise and assist the Ministry of War of Iran and its several departments as well as subordinate sections of the General Staff with respect to plans, problems concerning organization, administrative principles and training methods. These duties involve the principles of work of the General Staff and all departments of the Ministry of War in Tehran and their field agencies except tactical and strategical plans or operations against a foreign enemy, which are not related to the duties of the Mission.

Article 9. Members of the Mission will assume neither command nor staff responsibility in the Iranian Army. They may, however, make such official inspections and investigations as may be necessary and are approved by the Minister of War of Iran and directed by the Chief of the Mission.

Article 10. Each member of the Mission shall serve in the Mission with the rank he holds in the United States Army but shall have precedence over all Iranian Army officers of the same rank. Each member of the Mission shall be entitled to all benefits and privileges which the regulations of the Iranian Army provide for officers of corresponding rank of the Iranian Army. Members of the Mission shall wear the United States Army uniform with a shoulder sleeve insignia indicating service with the Iranian Army.

Article 11. Members of the Mission in case of violation of the laws and regulations of the Iranian Government, may be separated from the service of the Iranian Army and in such case will have only the right to draw travel expenses back to America.

Article 12. In the normal execution of their duties as defined in Article 8 and 9, the Chief of the Mission, and other members when so directed by him, are authorized to visit and inspect any part of the Iranian military establishment, and officers in authority shall facilitate such inspections and make available plans, records, reports, and correspondence as required. Members of the Mission will not concern themselves with secret matters except when it is essential to their duties and then only with the approval of the Ministry of War. Each member of the Mission has the obligation not to divulge or in any way to disclose to any foreign government or any person whatsoever any secret or confidential matter of which he may have become cognizant in his capacity as a member of the Mission. This obligation shall continue in force after the termination of the services of the member or the mission and after the expiration or cancellation of this agreement.

TITLE IV — COMPENSATION AND PERQUISITIES

Article 13. Members of the Mission shall receive from the Government of Iran such fixed annual compensation and emoluments, payable in American currency or dollar draft or check, allowances as may be agreed upon between the Government of the United States of America and the Government of Iran for each member. Such compensation and emoluments shall be paid in twelve (12) equal monthly installments, each due and payable on the last day of the month. The compensation and emoluments shall not be subject to any tax, now or hereafter in effect, of the Government of Iran or of any of its political or administrative sub-divisions. Should there, however, at present or while this agreement is in effect, be any taxes that might affect such compensation and

emoluments, such taxes shall be borne by the Ministry of War of Iran, in order to comply with the provisions of this Article that the compensation agreed upon shall be net.

Article 14. The compensation and emoluments indicated in the preceding article shall commence for each member of the Mission upon arrival in Iran and, except as otherwise expressly provided in this agreement, shall continue, following the termination of duty with the Mission, or following the termination of the Mission under Article 4 of this agreement, likewise for the return trip to the United States of America and thereafter for the period of any accumulated leave which may be due the member.

Article 15. The additional compensation and emoluments due for the period of the return trip and accumulated leave shall be paid to each member of the Mission before his departure from Iran and such compensation and emoluments shall be computed for travel by the shortest route usually traveled 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 16. During the period of the present national emergency in the United States of America, expense of transportation of each member of the Mission and his household effects, baggage and automobile from and to the United States of America shall be paid by the Government of the United States of America. If the period of this agreement extends beyond the date on which the national emergency in the United States of America is terminated, notification of the termination of the national emergency having been communicated to the Government of Iran in writing by the Government of the United States of America, expenses (except in case a member is replaced with less than two years service in the Mission for the convenience of the Government of the United States of America) for transportation of each member of the Mission and his household effects, baggage and automobile shall be paid by the Government of Iran. First-class accommodations for travel will be furnished the members of the Mission via the shortest usually traveled route between the port of embarkation in the United States of America and their official residence in Iran, both for the outward and return journey.

Article 17. At any time during the period of this agreement, as may be elected by each member, the family of each member of the Mission shall be furnished by the Government of Iran with first-class accommodations for travel, via the shortest usually traveled route between the port of embarkation in the United States of America and the official residence of the member in Iran, both for the outward and for the return journey. Throughout this agreement the term "Family" is limited to mean wife and dependent children.

Article 18. Compensation for transportation and travel expenses on official business of the Government of Iran shall be provided by the Government of Iran in accordance with the travel regulations of the Iranian Army.

Article 19. In addition to the United States Government transportation available to the Mission, the Government of Iran shall place other means of transportation (vehicle and aircraft) at the disposal of the Mission, when deemed necessary for the performance of official duties and will provide one third of the gasoline and oils required for the United States Government vehicles at the disposal of the Mission, as determined by the Chief of the Mission. The number and type of United States Government vehicles shall be determined by the War Department of the United States of America and authority is granted for the entry and exit from Iran, in accordance with the existing law, of one United States Army aircraft with crew as considered necessary by the Chief of the Mission, in the performance of official duties, provided that the Chief of the Mission previously informs the Iranian authorities concerned of the matter according to existing rules and regulations of Iran. All the United States Government vehicles placed at the disposal of the Mission for operation within Iran will be subject to the laws of Iran.

Article 20. The Government of Iran shall provide for members of the Mission suitable office space and facilities such as office equipment, stenographic and clerical help, civilian interpreters and orderlies, as indicated on the table of organization of the Advisory Department, and shall give necessary assistance for the smooth operation and improvement of the work of the Mission.

Article 21. If any member of the Mission, or any of his family, should die in Iran, the Government of Iran 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 Iran 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 17. All allowances 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 the Government of Iran, 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 said member.

Article 22. If 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 Ministry of War of Iran, and all expenses incurred as the result of such illness or injury while the patient is a member of the Mission and remains in Iran shall be paid by the Government of Iran. If the hospitalized member is a commissioned officer, he shall pay his cost of subsistence. Families will 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. Any member of the Mission unable to perform his duties with the Mission by reason of long continued physical disability shall be replaced.

TITLE V — STIPULATIONS AND CONDITIONS

Article 23. 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 the year. Unused portions of said leave shall be cumulative from year to year during service as a member of the Mission. This leave may be spent in Iran, 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 on leave shall count as leave. The Government of Iran agrees to grant the leave herein specified according to the written application approved by the Chief of Mission with due consideration for the convenience of the Government of Iran.

Article 24. So long as this agreement, or any extension thereof, is in effect, the Government of Iran shall not engage the services of any personnel of any other foreign government for duties of any nature connected with the Iranian Army, except by mutual agreement between the Government of the United States of America and the Government of Iran.

Article 25. The Government of Iran shall grant exemption from custom duties or other imports on articles imported into Iran by members of the Mission for their personal use or the use of their families, provided that their request for free entry has received the approval of the Ambassador of the United States of America or the Chargé d'Affaires, ad interim, and from all export duties on articles purchased in Iran for their personal use or the use of their families. The

Government of Iran shall grant free and unrestricted passage of mail to and from members of the Mission from and to the United States when transportation of such mail is furnished by the Government of the United States of America. The Chief of the Mission is responsible that no contraband is sent or received by members of the Mission or their families.

IN WITNESS WHEREOF, the undersigned Mahmoud Djam, Minister of War of Iran, and George V. Allen, Ambassador Extraordinary and Plenipotentiary the United States of America, have signed this agreement in duplicate in the English and Persian languages, at Tehran, this sixth day of October one thousand nine hundred and forty-seven.

Geo. V. ALLEN
Ambassador of the United States of America

M. DJAM