

No. 2010

**UNITED STATES OF AMERICA
and
URUGUAY**

**Agreement relating to the appointment of a United States
Air Force Mission to Uruguay. Signed at Washington,
on 4 December 1951**

Official texts: English and Spanish.

Registered by the United States of America on 8 January 1953.

**ÉTATS-UNIS D'AMÉRIQUE
et
URUGUAY**

**Accord relatif à l'envoi d'une mission d'aviation militaire
des États-Unis en Uruguay. Signé à Washington, le
4 décembre 1951**

Textes officiels anglais et espagnol.

Enregistré par les États-Unis d'Amérique le 8 janvier 1953.

No. 2010. AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE ORIENTAL REPUBLIC OF URUGUAY RELATING TO THE APPOINTMENT OF A UNITED STATES AIR FORCE MISSION TO URUGUAY. SIGNED AT WASHINGTON, ON 4 DECEMBER 1951

In conformity with the request of the Government of the Oriental Republic of Uruguay to the Government of the United States of America, the President of the United States of America has authorized the appointment of officers and subordinate personnel to constitute an Air Force Mission to the Oriental Republic of Uruguay under the conditions specified below :

TITLE I

PURPOSES AND DURATION

Article 1. The purpose of this Mission is to cooperate with the Ministry of National Defense and the personnel of the Military Aeronautical Forces of the Oriental Republic of Uruguay with a view to increasing the efficiency of the Aeronautical Forces of Uruguay in accordance with a program of analytic action to be determined by arrangements between the Chief of the United States Air Force Mission and the Ministry of National Defense of the Oriental Republic of Uruguay through the appropriate military authorities.

Article 2. The Mission shall exercise its functions for a period of four years from the date of the signing of this Agreement by the authorized representatives of the Government of the United States of America and the Government of the Oriental Republic of Uruguay unless it is 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, and, in such case, another member shall be appointed to replace him.

Article 3. If the Government of the Oriental Republic of Uruguay desires that the services of the Mission be extended beyond the stipulated period, it shall make a written request to that effect six months before the expiration of this Agreement.

¹ Came into force on 4 December 1951 by signature.

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, on 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 the necessity of compliance with paragraph (a) of this Article.

Article 5. This Agreement shall be subject to cancellation upon the initiative of either the Government of the United States of America or the Government of the Oriental Republic of Uruguay at any time during a period in which either of the Governments becomes involved in domestic or foreign hostilities.

TITLE II

COMPOSITION AND PERSONNEL

Article 6. The Mission shall be composed of such personnel of the Air Force of the United States of America as shall be determined by agreement between the Minister of National Defense of the Oriental Republic of Uruguay, through his authorized representative at Washington, and the Department of the Air Force of the United States of America. As the requirements arising from the carrying out of the program of analytic action mentioned in Article 1 necessitate it, the composition of the Mission may be varied, either by the addition of new specialists or through the replacements of those already serving by those in other branches, as agreed between the Chief of the Mission and the Director General of the Military Aeronautical Forces.

TITRE 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 the Oriental Republic of Uruguay, through his representative the Director General of the Military Aeronautical Forces, and the Chief of the Mission.

Article 8. The members of the Mission shall be responsible for the carrying out of their mission to the Minister of National Defense of the Oriental Republic of Uruguay, through the Chief of the Mission, and in the technical aspect of their tasks to the Director General of the Military Aeronautical Forces through the same channel.

Article 9. Each member of the Mission shall serve on the Mission with the rank he holds in the Air Forces of the United States of America and shall

wear the uniform of his rank, but while performing his assignment he shall have precedence over Uruguayan personnel of equal or lesser rank engaged in the same work.

Article 10. Each member of the Mission shall be entitled to all the benefits and privileges that the Uruguayan Army Regulations provide for Uruguayan officers and subordinate personnel of corresponding rank.

Article 11. The personnel of the Mission shall be governed by the Disciplinary Regulations of the Air Forces of the United States of America in their relations with one another. Likewise, in their relations with the personnel of the Military Aeronautical Forces of Uruguay they shall be guided by the disciplinary rules of the Regulations in force for the Military Aeronautical Forces of Uruguay.

TITRE IV

REMUNERATION AND PERQUISITES

Article 12. Members of the Mission shall receive from the Government of the Oriental Republic of Uruguay such net annual remuneration in national currency as may be agreed upon between the Government of the United States of America and the Government of the Oriental Republic of Uruguay for each member, but which shall not exceed the maximum annual amount legally authorized by the United States of America.

The remuneration shall be paid in twelve equal monthly installments, due and payable on the last day of each month. The remuneration shall not be subject to any tax now in effect or hereafter imposed by the Government of the Oriental Republic of Uruguay or 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 remuneration, such taxes shall be borne by the Ministry of National Defense of the Oriental Republic of Uruguay in order to comply with the provision of this Article that the remuneration agreed upon shall be net.

Article 13. The remuneration agreed upon in the preceding Article shall begin on 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 after the termination of his service with the Mission during his return trip to the United States of America and also during the period of any accumulated leave to which he is entitled.

Article 14. The remuneration due for the period of the return trip and for the accumulated leave shall be paid to a detached member of the Mission before his departure from the Oriental Republic of Uruguay, and such payment shall be computed for travel by the shortest usually travelled 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. The Government of the United States of America will provide each member of the Mission and his family with first-class passage for the trip required and carried out in conformity with this Agreement by the shortest usually travelled route between the port of embarkation in the United States of America and his official residence in the Oriental Republic of Uruguay, for both the out bound and the return trips. Furthermore, the Government of the United States of America will pay all the expenses of shipment for household effects and baggage of each member of the Mission between the port of embarkation in the United States of America and his official residence in the Oriental Republic of Uruguay, as well as all expenses incidental to the transportation of the aforementioned household effects and baggage from the Oriental Republic of Uruguay to the port of entry in the United States of America. The transportation of the aforementioned household effects and baggage shall be effected in a single shipment and any subsequent shipment shall be at the expense of the respective members of the Mission, except as otherwise provided in this Agreement, or when the said shipments are necessary on account of circumstances beyond their control. The Government of the Oriental Republic of Uruguay will pay all the expenses of shipment of the automobile of each member of the Mission between the port of embarkation in the United States of America and his official residence in the Oriental Republic of Uruguay and all expenses incidental to the shipment of the aforementioned automobile from the Oriental Republic of Uruguay to the port of entry in the United States of America. The provisions of this Article shall likewise apply to any officers and subordinate personnel who may be assigned subsequently to the Oriental Republic of Uruguay for temporary service as additional personnel or as replacements for members of the Mission. In any case, only those members of the Mission shall benefit from the provisions of this Article for whom a stay of not less than six months is contemplated, in accordance with the requirements of the program to be carried out.

Article 16. Upon the request of members of the Mission, the Government of the Oriental Republic of Uruguay will exempt from the payment of customs duties articles imported for the official use of the Mission or the personal use of members of the Mission and of their families, provided that the request for duty-free entry has been approved by the Ambassador of the United States of America or the Chargé d'Affaires ad interim.

Article 17. The Government of the Oriental Republic of Uruguay will refund the cost of transportation and travel in the Oriental Republic of Uruguay on official business of the Government of the Oriental Republic of Uruguay, in accordance with the provisions of Article 10.

Article 18. Upon request of the person concerned, made through the Chief of the Mission and for special reasons arising from his assignments with

the Mission, the Government of the Oriental Republic of Uruguay will furnish any member of the Mission with the means of transportation and travel necessary for the fulfilment of the aforementioned assignments.

Article 19. The Government of the Oriental Republic of Uruguay will provide suitable office space and facilities for the use of the members of the Mission.

TITLE V

REQUIREMENTS AND CONDITIONS

Article 20. As long as this Agreement or any extension thereof is in effect, the Government of the Oriental Republic of Uruguay shall not engage the services of personnel of any other foreign government for duties of any nature connected with the Military Aeronautical Forces of Uruguay.

Article 21. Each member of the Mission shall pledge himself not in any way to divulge or 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 his service with the Mission and after the expiration or cancellation of the present Agreement or any extension thereof.

Article 22. In this Agreement it shall be understood that the term "family" includes only wife and minor children.

Article 23. Each member of the Mission shall be entitled to one month's annual leave with pay, or to a proportional part of such leave with pay for each fractional part of a year. Any unused part of such leave may be accumulated from year to year while the person is serving as a member of the Mission.

Article 24. The leave stipulated in the preceding Article may be spent in the Oriental Republic of Uruguay, 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 the leave. All travel time shall be counted as part of the leave and shall not be added to the time authorized in the preceding Article.

Article 25. The Government of the Oriental Republic of Uruguay agrees to grant the leave stipulated in Article 23 upon receipt of a written application to this effect, approved by the Chief of the Mission, with due consideration for the convenience of the Government of the Oriental Republic of Uruguay.

Article 26. Members of the Mission who are replaced shall not terminate their services with the Mission until the arrival of their replacements, except when the two Governments mutually agree otherwise in advance.

Article 27. The Government of the Oriental Republic of Uruguay will provide adequate medical attention without charge to the members of the Mission and their families. In case a member of the Mission becomes ill or suffers injury, he shall be hospitalized by the Army Medical Service, but urgent cases may be hospitalized in the hospital or nursing home closest to the ill or injured person. The members of the family shall enjoy the same privileges as those provided in this Article for members of the Mission.

Article 28. Any member of the Mission who is unable to perform his duties because of continued physical disability shall be replaced.

IN WITNESS WHEREOF, the undersigned, James E. Webb, Acting Secretary of State of the United States of America, and José A. Mora of the Oriental Republic of Uruguay in Washington, duly authorized thereto, have signed this Agreement in duplicate, in the English and Spanish languages, in Washington, this fourth day of December, one thousand nine hundred fifty-one.

For the United States of America :
James E. WEBB

For the Oriental Republic of Uruguay :
José A. MORA