

No. 2878

**UNITED STATES OF AMERICA
and
EL SALVADOR**

**Agreement contracting for a United States Army Mission.
Signed at San Salvador, on 21 May 1953**

Official texts: English and Spanish.

Registered by the United States of America on 26 July 1955.

**ÉTATS-UNIS D'AMÉRIQUE
et
SALVADOR**

**Accord relatif à l'envoi d'une mission militaire des États-
Unis au Salvador. Signé à San-Salvador, le 21 mai 1953**

Textes officiels anglais et espagnol.

Enregistré par les États-Unis d'Amérique le 26 juillet 1955.

No. 2878. AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF EL SALVADOR CONTRACTING FOR A UNITED STATES ARMY MISSION. SIGNED AT SAN SALVADOR, ON 21 MAY 1953

In conformity with the request of the Government of the Republic of El Salvador to the Government of the United States of America, the President of the United States of America has authorized the appointment of officers and non-commissioned officers to constitute a United States Army Mission to the Republic of El Salvador under the terms stipulated below :

TITLE I

PURPOSE AND DURATION

Article 1. The purpose of this Mission is to cooperate with the Ministry of Defense of the Republic of El Salvador in advising and rendering technical collaboration with the General Staff of the Armed Force and other military organizations with a view to enhancing the technical efficiency of the Salvadoran Army.

The members of the Mission are, in the exercise of their functions, obliged to use the Spanish language.

Article 2. This Agreement will remain in effect for a period of four (4) years from the date of the signing thereof unless previously terminated or extended as hereinafter provided. Any member of the mission may be recalled at any time by the Government of the United States of America provided a replacement with equivalent qualifications is furnished.

Article 3. If the Government of the Republic of El Salvador should desire to extend this agreement, it shall make a written proposal to that effect six months before its expiration.

Article 4. This Agreement may be terminated before its expiration or before the expiration of any extension established by the preceding Article 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 21 May 1953 by signature.

(b) By recall of the entire personnel of the Mission by the Government of the United States of America or at the request of the Government of the Republic of El Salvador, in the public interest of either country, 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 the Republic of El Salvador in case either country becomes involved in foreign or domestic hostilities.

TITLE II

COMPOSITION AND PERSONNEL

Article 6. This Mission shall consist of a Chief with the rank of Colonel or Lieutenant Colonel and personnel of the United States Army as may be agreed upon by the Department of the Army of the United States of America or its authorized representative and by the Ministry of Defense of the Republic of El Salvador or its authorized representative.

Article 7. The members of the Mission upon arrival in El Salvador will go on active duty in the Salvadoran Army and will enjoy the prerogatives which the military laws and regulations grant to officers of the Army of El Salvador.

Article 8. The Government of the United States of America may recall any member of the Mission provided he be replaced by another officer of equivalent qualifications, and when the Government of El Salvador requests it with at least one month's advance notice, except because of *force majeure* or unforeseeable event. Any new member of the Mission must be previously accepted by the Government of El Salvador.

TITLE III

DUTIES, RANK AND PRECEDENCE

Article 9. The personnel of the Mission shall perform such duties as may be agreed upon between the Minister of Defense of the Republic of El Salvador and the Chief of the Mission, except they shall not have command functions.

Article 10. In carrying out their duties, the members of the Mission shall be responsible to the Minister of Defense of the Republic of El Salvador and this responsibility shall be enforced through the Chief of the Mission.

Article 11. Each member of the Mission shall serve on the Mission with the rank he holds in the United States Army, and shall wear the uniform and insignia corresponding to his grade in the same but shall have precedence over all Salvadoran personnel of the same rank.

Article 12. The personnel of the Mission and the members of their families shall be governed by the disciplinary regulations of the United States Army.

TITLE IV

COMPENSATION AND PREREQUISITES

Article 13. The members of the Mission shall receive from the Government of the Republic of El Salvador such net annual compensation, expressed in United States currency, as may be established by agreement between the Government of the United States of America and the Government of the Republic of El Salvador for each position in the mission.

This compensation shall be paid in twelve (12) equal monthly installments, payable within the first five days of the month following the day it is due. Payments may be made in Salvadoran national currency and when so made shall be computed at the rate of exchange in San Salvador most favorable to the mission member of the date on which due.

The compensation provided herein, and any which the members of the Mission may receive from the Government of the United States of America, shall not be subject to any present fiscal or municipal tax or which may in the future be established by the Government of the Republic of El Salvador. 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 Government of the Republic of El Salvador.

Article 14. 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. Compensation shall be paid for unused accrued leave at time of termination of duty and prior to departure from El Salvador.

Article 15. The compensation due for the period of the return trip shall be paid to a detached member of the Mission before his departure from the Republic of El Salvador, and such payment shall be computed for travel by the shortest usually travelled route, regardless of the route and method of travel used by the member of the Mission.

Article 16. Each member of the Mission and his family shall be furnished by the Government of the Republic of El Salvador 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 El Salvador, both for the outward and

for the return trip. The Government of the Republic of El Salvador shall also pay all expenses of shipment of household goods, 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 El Salvador as well as all expenses incidental to the transportation of such household goods, baggage, and automobile from El Salvador to the port of entry in the United States of America. Transportation of such household goods, 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 Defense of the Republic of El Salvador shall be determined by negotiations between the Department of the Army, or its authorized representative, and the Ministry of Defense of the Republic of El Salvador, or its authorized representative, at such time as the detail of personnel for such temporary duty may be agreed upon.

Article 17. Should the services of any member of the Mission be terminated by the Government of the United States for any reason whatsoever prior to completion of two years of service as a member of the Mission, the cost of the return to the United States of America of such member, his family, baggage, household goods, and automobile shall not be borne by the Government of the Republic of El Salvador, nor shall the expenses connected with transporting the replacing member to his station in El Salvador, except the cost of shipment of his automobile, be borne by the Government of the Republic of El Salvador.

Article 18. The personal and household effects, baggage, and automobiles of members of the Mission, as well as articles imported by the members of the Mission for their personal use and for the use of members of their families or for official use of the Mission, shall be exempt from custom duties of any kind by the Government of El Salvador and allowed free entry and agrees upon request of the Chief of the Mission on the same basis as is accorded by the Government of El Salvador to personnel of the Embassy of the United States of America in El Salvador. This provision is applicable to all personnel of the Mission whether they be accredited, on temporary duty, or non-accredited members.

Article 19. Compensation for transportation and travelling expenses incurred during travel performed on official business of the Government of the Republic of El Salvador shall be provided by the Government of the Republic of El Salvador in accordance with the provisions of Article 7.

Article 20. The Ministry of Defense of the Republic of El Salvador shall provide the Chief of Mission with a suitable automobile, with chauffeur, for use

on official business. Suitable motor transportation, with chauffeur, shall, on call by the Chief of Mission, be made available by the Government of the Republic of El Salvador for use by the members of the Mission for the conduct of the official business of the Mission.

Article 21. The Ministry of Defense of the Republic of El Salvador shall provide suitable office space and facilities for the use of the members of the Mission.

Article 22. If any member of the Mission, or any of his family, should die in the Republic of El Salvador, the Government of the Republic of El Salvador 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 the Republic of El Salvador 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 Government of El Salvador 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 goods, 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 the Government of the Republic of El Salvador, shall be paid to the proper heirs 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 the agreement; but such proper heirs or other person shall not be compensated for accrued leave due and not taken by the deceased. All compensations due the proper heirs 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 23. So long as this Agreement is in effect, the Republic of El Salvador shall not engage the services of any foreign military personnel other than those of the United States of America except if upon requesting them the Government of the United States of America should not be able to furnish them.

Article 24. Each member of the Mission shall agree not to divulge or in any way disclose 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 25. Throughout this Agreement the term “family” is limited to mean wife and dependent children.

Article 26. 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. Request for such leave shall be made to the Ministry of Defense through appropriate channels.

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

Article 28. The Government of the Republic of El Salvador shall provide suitable medical and dental attention to members of the Mission and their families. In case a member of the Mission becomes ill or suffers injury, he shall be placed in such hospital or receive the attention of such doctors as the Chief of the Mission deems suitable. Such doctors, dentists, hospitals and pharmacies shall normally be chosen from doctors, dentists, hospitals and pharmacies which shall have been designated in advance for regular use by the Ministry of Defense of the Republic of El Salvador in consultation with the Mission Chief. All expenses incurred as the result of such illness or injury while the patient is a member of the Mission and remains in El Salvador shall be paid by the Government of the Republic of El Salvador. 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 the Republic of El Salvador. 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.

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.

Article 30. It is understood that the personnel of the Armed Forces of the United States of America, to be stationed within the territory of the Republic of El Salvador under this Agreement, do not and will not comprise any combat forces.

Article 31. This Agreement supersedes any previous agreement between the Governments concerned with regard to the functions of an Army Mission.

IN WITNESS WHEREOF the undersigned, Angier Biddle Duke, Ambassador of the United States of America, and Roberto E. Canessa, Minister of Foreign

Affairs of the Republic of El Salvador, duly authorized for that purpose, sign this Agreement, in duplicate in the English and Spanish languages in San Salvador, Republic of El Salvador, this 21st day of May of one thousand nine hundred and fifty-three.

For the Government of the United States of America :
Angier Biddle DUKE

For the Government of the Republic of El Salvador :
Roberto E. CANESSA