

No. 3920

**UNITED STATES OF AMERICA
and
BOLIVIA**

**Agreement for the establishment of a United States Army
Mission to Bolivia. Signed at La Paz, on 30 June
1956**

Official texts: English and Spanish.

Registered by the United States of America on 10 July 1957.

**ÉTATS-UNIS D'AMÉRIQUE
et
BOLIVIE**

**Accord relatif à l'envoi en Bolivie d'une mission militaire
des États-Unis. Signé à La Paz, le 30 juin 1956**

Textes officiels anglais et espagnol.

Enregistré par les États-Unis d'Amérique le 10 juillet 1957.

No. 3920. AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF BOLIVIA FOR THE ESTABLISHMENT OF A UNITED STATES ARMY MISSION TO BOLIVIA. SIGNED AT LA PAZ, ON 30 JUNE 1956

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 non-commissioned officers to constitute a United States Army Mission to the Republic of Bolivia under the terms stipulated below :

TITLE I

PURPOSE AND DURATION

Article 1

The purpose of this Mission is to cooperate with the Ministry of National Defense of Bolivia, hereinafter referred to as the Ministry of National Defense and, at the request of the latter, to serve as an instrument of information, consultation and advice for instruction, in the various military arms and schools and for such other service as may be agreed upon between the Ministry of National Defense and the Chief of Mission.

Article 2

This Agreement shall enter into force on the date of signature thereof by the accredited representatives of the Government of the United States of America and of the Government of the Republic of Bolivia.

Article 3

This Agreement may be terminated 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 30 June 1956, the date of signature, in accordance with article 2.

- (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 ;
- (c) By either the Government of the United States of America or the Government of the Republic of Bolivia in case either country becomes involved in domestic or foreign hostilities.

TITLE II

COMPOSITION AND PERSONNEL

Article 4

This Mission shall consist of a Chief of Mission and such other personnel of the Army of the United States of America as may be agreed upon by the Ministry of National Defense and the Department of the Army of the United States of America, hereinafter referred to as the Department of the Army.

Article 5

In addition to the personnel of the Mission referred to in Article 4, additional United States Army personnel may be assigned to the Mission on temporary duty at the request of the Government of the Republic of Bolivia for such periods as may be mutually agreed upon between the Department of the Army and the Ministry of National Defense. Except as might be otherwise specifically agreed, such temporary duty personnel shall be treated as regular members of the Mission for all purposes.

Article 6

Any member of the Mission may be recalled at any time by the Department of the army. A replacement with equivalent qualifications will be furnished unless it is mutually agreed between the Department of the Army and the Ministry of National Defense that no replacement is required.

TITLE III

DUTIES, RANK AND PRECEDENCE

Article 7

The duties of the Mission personnel shall be determined by the Ministry of National Defense and the Chief of Mission, in accordance with Article 1 of this Agreement, except they shall not have command functions.

Article 8

The members of the Mission shall be responsible solely to the Ministry of National Defense through the Chief of 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 the uniform and insignia of the United States Army. The precedence of the members of the Mission with respect to personnel of the Bolivian Armed Forces shall be determined by their respective ranks, but they shall take precedence over all Bolivian officers of the same rank.

TITLE IV

PRIVILEGES AND IMMUNITIES

Article 10

Each member of the Mission, in addition to the benefits provided for in this Agreement, shall be entitled to all benefits and privileges which the laws of the Republic of Bolivia and the Regulations of the Bolivian Army provide for Bolivian officers and subordinate personnel of corresponding rank.

Article 11

Members of the Mission and members of their families, while stationed in the Republic of Bolivia, shall have the right, for their personal use, to import, export, possess and use currency of the United States of America and to possess and use the currency of the Republic of Bolivia.

Article 12

The Government of the Republic of Bolivia shall recognize the validity of identification cards or drivers' licenses issued by United States military or civilian authorities, including in the case of drivers' licenses the validity of a license issued by one of the states of the United States of America, and shall, without cost or examination, issue the member of the Mission and members of his family with corresponding Bolivian identification cards and drivers' licenses.

Article 13

Members of the Mission and members of their families shall be exempt from requirements of the Government of the Republic of Bolivia with respect to registration, customs and immigration procedures.

Article 14

Mission members shall be immune from the civil jurisdiction of the courts of the Republic of Bolivia for acts or omissions arising out of the performance of their official duties. Determination as to whether an act or omission arose out of the performance of official duties shall be made jointly by the Chief of Mission and the Minister of National Defense.

Article 15

The personnel of the Mission and the members of their families shall be governed by the disciplinary regulations of the United States Armed Forces. United States military authorities shall take appropriate disciplinary action with respect to all offenses committed by such personnel and upon the request of the Government of the Republic of Bolivia shall remove such personnel from the Republic of Bolivia.

Article 16

Mission members shall not be subject to any tax or assessments, now or hereafter in effect, of the Government of the Republic of Bolivia or of any of its political or administrative subdivisions.

TITLE V

COMPENSATIONS

Article 17

Each member of the Mission shall receive from the Government of the Republic of Bolivia such net annual compensation expressed in United States currency as may be agreed upon between the authorized representatives of both Governments. This compensation shall be paid in twelve (12) equal monthly installments, each due and payable on the last day of the month. This compensation, or any that the Mission member receives from the Government of the United States of America, shall not be subject to any tax, now or hereafter in effect, of the Government of the Republic 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 in order to comply with the provisions of this Article that the compensation agreed upon shall be net.

Article 18

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 remain in effect until the day of debarkation, on return to his country.

Article 19

The compensation due for the period of the return trip and accumulated leave, in conformity with Article 29, 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 water 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 20

The cost of transportation of members of the Mission, members of their families, and household goods and personal baggage shall be borne by the Government of the United States of America in accordance with its laws and regulations. The cost of shipment of a private automobile for each member of the Mission, from the port of embarkation in the United States of America to the Mission members' residence in the Republic of Bolivia and return, including all expenses incidental thereto, shall be borne by the Government of the Republic of Bolivia.

Article 21

(a) The Government of the Republic of Bolivia shall grant, upon request of the Chief of Mission, exemption from customs duties and other taxes on articles imported by the members of the Mission for their personal use and for the use of members of their families, or for the official use of the Mission.

(b) A Mission member may sell his private automobile, without payment of customs duties or other restrictions at any time within three months of his departure from the Republic of Bolivia even though he may not actually remain in the Republic of Bolivia for a full two years, provided that his assignment to the Mission, as agreed to under the provisions of Article 4, was for a period of two years.

Article 22

Compensation for transportation and traveling expenses on official business of the Government of the Republic of Bolivia shall be provided by that Government in accordance with its regulations.

Article 23

The Ministry of National Defense shall provide the Chief of Mission with a chauffeur. Likewise, suitable motor transportation with chauffeur when the Chief

of Mission so requests it shall be provided for use by members of the Mission for the conduct of the official business of the Mission.

Article 24

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

Article 25

If any member of the Mission, or any of his family, should die in Bolivia, the Government of the United States of America shall have the body transported to such place in the United States of America as the surviving members of the family may decide, or to the home of record in the United States of America, should the member and his family meet in a common disaster. 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 will be provided, in accordance with the provisions of Article 20. 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 Bolivia, shall be paid to any person who may have been designated by the deceased while serving under the terms of this Agreement or, in the absence of such designation, then to such person as may be authorized or prescribed by United States military law. All compensation due under the provisions of this Article shall be paid within fifteen (15) days of the decease of the said member.

TITLE VI

RESTRICTIONS

Article 26

So long as this Agreement is in effect, the Government of the Republic of Bolivia shall not engage or accept the services of any personnel of any other foreign government nor of any individual who is not a citizen of the Republic of Bolivia for duties of any nature connected with the Bolivian Armed Forces except by prior mutual agreement between the Governments of the United States of America and of the Republic of Bolivia.

Article 27

Each member of the Mission is compelled 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 or the termination of this Agreement.

Article 28

Throughout this Agreement the term "family" is limited to mean wife, dependent children and *bona fide* dependent parents of the Mission member. The phrase "home of record" means the Mission member's home address as listed in official United States Army personnel records.

Article 29

Each member of the Mission shall be entitled to one month's leave with pay, or to a proportional part thereof with pay for any fractional part of a year. The accumulation of leave for purposes of remuneration shall be recognized only in the case that the Ministry of National Defense requests in writing that the Mission member continue in his duties during the period or fraction of leave to which he is entitled.

Article 30

The leave specified in the preceding Article may be spent in the Republic of 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. Travel time in connection with leave shall count as leave and shall not be in addition to the time authorized in the preceding Article.

Article 31

The Government of Bolivia agrees to grant the leave specified in Article 29 upon receipt of written application, approved by the Chief of Mission, with due consideration for the convenience of the Government of the Republic of Bolivia.

Article 32

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

Article 33

The Government of the Republic of Bolivia shall provide at its expense 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 may be placed in any hospital, receive the attention of any doctor or obtain medicines at any pharmacy as may have been mutually agreed to in advance by the Minister of National Defense and Chief of Mission. 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 the Republic of Bolivia. If the hospitalized member is a commissioned officer, he shall pay the cost of subsistence, but if he is a non-commissioned officer, the cost of subsistence shall be paid by the Government of the Republic of Bolivia. Families shall enjoy the same privileges as provided for members of the Mission, except that a member of the Mission shall in all cases pay the cost of subsistence as to hospitalization of a member of this family.

Article 34

Any member of the Mission unable to perform his duties with the Mission by reason of long continued physical disability shall be replaced by another member.

Article 35

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 Bolivia under this Agreement do not and will not comprise any combat forces.

IN WITNESS WHEREOF, the undersigned, Gerald A. Drew, Ambassador Extraordinary and Plenipotentiary of the United States of America to Bolivia, and Manuel Barrau, Minister of Foreign Relations and Worship of the Republic of Bolivia, duly authorized thereto, have signed this Agreement in duplicate, in the English and Spanish Languages, in La Paz, this thirtieth day of June, one thousand nine hundred and fifty-six.

For the United States of America :

Gerald A. DREW

[SEAL]

For the Republic of Bolivia :

Manuel BARRAU

[SEAL]