

No. 4009

UNITED STATES OF AMERICA
and
PERU

**Agreement relating to a United States Army Mission to
Peru. Signed at Lima, on 6 September 1956**

Official texts: English and Spanish.

Registered by the United States of America on 2 October 1957.

ÉTATS-UNIS D'AMÉRIQUE
et
PÉROU

**Accord relatif à l'envoi d'une mission militaire des États-
Unis au Pérou. Signé à Lima, le 6 septembre 1956**

Textes officiels anglais et espagnol.

Enregistré par les États-Unis d'Amérique le 2 octobre 1957.

No. 4009. AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF PERU RELATING TO A UNITED STATES ARMY MISSION TO PERU. SIGNED AT LIMA, ON 6 SEPTEMBER 1956

In conformity with the request of the Government of the Republic of Peru to the Government of the United States of America, the President of the United States of America has authorized the appointment of officers and noncommissioned officers of the United States Army to constitute a United States Army Mission to Peru, hereinafter referred to as Mission, for training purposes in accordance with the conditions stipulated below :

TITLE I

PURPOSE AND DURATION

Article 1

(a) The purpose of the Misión is to cooperate in an advisory capacity with the Ministry of War of the Republic of Peru, hereinafter referred to as the Ministry of War, in the military improvement of its Army, so as to enhance the efficiency of the Army of Peru in matters of training, organization and administration.

(b) The duties of the members of the Mission shall be those agreed upon between the Commander-in-Chief of the Army of Peru and the Chief of the Mission.

Article 2

This Agreement shall enter into force on the date of signing thereof by the accredited representatives of the Government of the United States of America and the Government of the Republic of Peru, and shall continue in force until it may be terminated as provided in Article 3.

Article 3

This Agreement may be terminated in any of the following manners :

(a) By either of the Governments subject to three months' written notice to the other Government.

¹ Came into force on 6 September 1956, the date of signature, in accordance with article 2.

(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 Peru, in the public interest of either country, without necessity of compliance with provision (a) of this Article.

(c) On the initiative of either the Government of the Republic of Peru or the Government of the United States of America at any time when either of the two Governments become involved in foreign or domestic hostilities,

TITLE II

ORGANIZATION, PERSONNEL AND DUTIES

Article 4

(a) This Mission shall consist of a Chief of Mission and such numbers of other personnel of the United States Army as may be agreed upon between the Department of the Army of the United States of America, hereinafter referred to as the Department of the Army, and the Ministry of War.

(b) The individuals to be assigned to the Mission shall be those agreed upon between the Ministry of War and the Department of the Army.

(c) Any member of the Mission may be replaced by the Government of the United States of America after two years of service in which case another member shall be named to replace him in accordance with the provisions of this Article unless it is mutually agreed between the Department of the Army and the Ministry of War that no replacement is required.

(d) Members of the Mission who are replaced shall terminate their duties with the Mission only upon the arrival of the persons replacing them, except as provided in subparagraph (c).

(e) The Government of the Republic of Peru may at any time request the replacement of any member of the Mission with the cost of such replacement to be borne as provided in Article 17.

Article 5

The members of the Mission, through the Chief of Mission and the Commander-in-Chief of the Army of Peru, shall be responsible to the Ministry of War.

TITLE III

RANK, PRIVILEGES AND IMMUNITIES

Article 6

Each member of the Mission shall perform his duties in the Mission with the rank which he holds in the United States Army and shall wear the uniform

and insignia of his rank in the United States Army, but by courtesy he shall have precedence over all Peruvian officers of the same rank.

Article 7

Each member of the Mission shall be entitled to the benefits and privilege which the Regulations of the Army of Peru grant to Peruvian officers and non-commissioned personnel of the corresponding rank.

Article 8

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. Permission for absences granted during the year for other than official business shall be considered as leave.

Article 9

The leave provided for in the foregoing Article may be spent in the Republic of Peru, in the United States of America, or in other countries; but the travel and transportation not specified in this Agreement shall be for the account of the member of the Mission who is on leave. All time used for travel in connection with leave shall be counted as part of the leave and shall not be in addition to the time authorized in the preceding Article.

Article 10

The Government of the Republic of Peru agrees to grant the leave upon receipt of a written request approved by the Chief of Mission, with due consideration for the convenience of the Government of the Republic of Peru.

Article 11

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

Article 12

Members of the Mission and their dependents, while stationed in the Republic of Peru, 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 Peru.

Article 13

Mission members shall be immune from the civil jurisdiction of Peruvian courts for acts or omissions arising out of the performance of their official duties. Claims of residents of the Republic of Peru arising out of such acts or omissions of members of the Mission shall be submitted to the Chief of Mission for appropriate disposition. Settlements of such claims by the Government of the United States of America shall operate as a complete relief to both the Government of the United States of America and the Mission member concerned from liability for damages arising out of such acts or omissions. Determination as to whether an act or omission arose out of the performance of official duties shall be made by the Chief of Mission.

Article 14

Mission members, or those who may be on temporary duty shall not be subject to any tax or assessment now or hereafter in effect, of the Government of the Republic of Peru or any of its political or administrative subdivisions.

TITLE IV

COMPENSATION, TRANSPORTATION AND OTHER EXPENSES

Article 15

Members of the Mission shall receive from the Government of the Republic of Peru the net annual compensation, expressed in currency of the United States of America, on which the two Governments agree for each member. This compensation shall be paid in twelve (12) equal monthly installments which shall become due and shall be paid on the last day of each month. Payment may be made in Peruvian currency and when so made shall be computed at the rate of exchange at the Central Reserve Bank of Peru at Lima on the date on which due. The compensation shall not be subject to any tax now in effect or imposed in the future by the Government of the Republic of Peru or any of its political or administrative subdivisions. However, if at present or during the life of this Agreement there are any taxes which might affect this compensation, they shall be paid by the Ministry of War in order to comply with the provision of this Article that the agreed compensation shall be net.

Article 16

The compensation to which the preceding Article refers shall begin to be credited as of the date on which each member of the Mission begins his journey

to the Republic of Peru, which fact shall be verified with the respective visa issued by the Peruvian Embassy, or a Peruvian Consulate, in the United States of America. This compensation shall cease for each member of the Mission on the day on which he arrives in the United States of America. The compensation due for the period of the return trip shall be paid to the detached member of the Mission before his departure from the Republic of Peru and such payments shall be computed for travel by the shortest usually travelled water route, regardless of the route and method of travel used by the member of the Mission. In the case of sick leave or other circumstances indicated by the Government of the United States of America, the Government of the Republic of Peru is relieved of payment of the compensation to which it is committed under Article 15 whenever the leave of absence exceeds ninety days. Compensation shall be paid for unused accrued leave at time of termination of duty and prior to departure from the Republic of Peru, a report previously having been made by the Military Administration of the Ministry of War.

Article 17

(a) Each member of the Mission and his family shall be furnished by the Government of the Republic of Peru with first class accommodations for travel, via the shortest usually travelled water route, required and performed under this agreement, between the port of embarkation in the United States of America and his official residence in the Republic of Peru, both for the outward and for the return trip. The Government of the Republic of Peru shall also pay all expenses of shipment of household goods and baggage in conformity with the Joint Travel Regulations for the Uniformed Services of the United States of America, and of the automobile of each member of the Mission, from the port of shipment in the United States of America to his official residence in the Republic of Peru and return, as well as all expenses incidental to the shipment of such household goods, baggage and automobile from his official residence in the Republic of Peru to the port of entry in the United States of America.

(b) 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 member of the Mission, except as otherwise provided in this Agreement or when such shipments are necessitated by circumstances beyond his control.

(c) Payment of expenses for the transportation of families, household goods and automobiles, in case of personnel who may join the Mission for temporary duty at the request of the Minister of War, shall be determined by negotiations between the Department of the Army and the Ministry of War, at such time as the detail of personnel for such temporary duty may be agreed upon.

Article 18

Should the services of any member of the Mission be terminated by the Government of the United States of America for any reason prior to completion of two years of services as a member of the Mission, the cost of the return to the United States of America of such member, his family, baggage, and household goods and similar expenses connected with transporting the replacing member to his station in the Republic of Peru, shall be borne by the Government of the United States of America, except that the cost of shipment of a member's automobile shall be borne by the Government of the Republic of Peru.

Article 19

The baggage, household goods and automobiles of all members of the Mission, as well as articles imported by members of the Mission for their personal use and for the use of their families, and also articles for the official use of the Mission, shall be exempt from customs duties, such importations being authorized by the Chief of the Mission.

Article 20

For the discharge of the duties of each member of the Mission in connection with study trips, reconnaissance, inspections and similar purposes, the Government of the Republic of Peru shall provide them with first class passage, emoluments, and expense money within Peruvian territory in national currency, in the same form as is provided for officers of the Army of Peru under its Regulations.

Article 21

The Ministry of War shall provide the Chief of Mission with suitable automobile, with chauffeur, solely for use on official business of the Mission. Suitable motor transportation, with chauffeur, shall, on call of the Chief of Mission, be made available by the Ministry of War for use by the members of the Mission solely for the conduct of the official business of the Mission.

Article 22

In order that the Mission may perform its duties, the Government of the Republic of Peru shall provide it with :

(a) Adequate premises and offices for the use of the Chief and members of the Mission, so that they may efficiently carry out their task;

(b) A staff of Peruvian officers, in the number necessary, to advise the members of the Mission;

(c) The material means required by the Mission for the performance of its duties; for travel within the territory for purposes of instruction, inspections, reconnaissance; and, in general, all elements that will facilitate its work.

Article 23

If any member of the Mission, or any of his family, should die in the Republic of Peru, the Government of the Republic of Peru shall bear the cost of transporting the body 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 Peru shall not exceed the cost of transporting the remains from the place of decease to New York City. United States Military authorities shall remove and dispose of the remains in accordance with regulations of the Department of the Army. Should the deceased be a member of the Mission, his services with the Government of Peru shall be considered to have terminated fifteen (15) days after his death. 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 17. 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 Peru, but excluding compensation for accrued leave earned and not taken by the deceased, shall be paid direct to such person as may be authorized or prescribed by United States military law for appropriate disposition. All compensation due the deceased under the provisions of this Article shall be paid within fifteen (15) days of the decease of the said member.

Article 24

The Government of the Republic of Peru shall provide suitable medical and dental care, including hospitalization, 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 may have been mutually agreed upon in advance by the Chief of Mission and the Minister of War. Such doctors and hospitals shall normally be chosen from doctors, hospitals and pharmacies, all acceptable to the Chief of Mission, which shall have been designated in advance for regular use by the Ministry of War in consultation with the 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 Peru shall be paid by the Government of the Republic of Peru. 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 Govern-

ment of the Republic of Peru. 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. The members of the Mission shall receive the same hospital attention as the officers of the Army of the Republic of Peru.

TITLE V

REQUISITES AND CONDITIONS

Article 25

When as a consequence of prolonged illness or physical disability, a member of the Mission is incapacitated for performing his duties for a period of three months, he shall be replaced by the Government of the United States of America in accordance with the provisions of Articles 4 and 17 unless the provisions of Article 18 apply.

Article 26

So long as this Agreement is in effect, the Government of the Republic of Peru shall not engage or accept the services of any personnel of any other foreign government or of any individual who is not a citizen of the Republic of Peru, for duties of any nature connected with the Army of Peru except by prior mutual agreement between the Government of the United States of America and the Government of the Republic of Peru.

Article 27

(a) Each member of the Mission shall agree not to divulge or in any way disclose any classified information 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 services with the Mission or after the termination of this Agreement.

(b) Violation of subparagraph (a) shall be cause for the immediate recall of the Mission member concerned.

Article 28

The word "family" as used in this Agreement shall be understood to include only the wife and dependent children.

Article 29

It is understood that the personnel of the United States Army, to be stationed within the territory of the Republic of Peru under the provisions of this Agreement, do not and will not comprise any combat forces.

IN WITNESS WHEREOF, the undersigned, His Excellency Theodore C. Achilles, Ambassador Extraordinary and Plenipotentiary of the United States of America to the Republic of Peru, and His Excellency Manuel Cisneros Sánchez, Minister of Foreign Affairs of the Republic of Peru, duly authorized thereto, have signed this Agreement in duplicate in the English and Spanish languages, at Lima, this sixth day of September, one thousand nine hundred and fifty-six.

For the Government of the United States of America :
Theodore C. ACHILLES

[SEAL]

For the Government of the Republic of Peru :
Manuel CISNEROS S.

[SEAL]
