

No. 4032

---

**UNITED STATES OF AMERICA  
and  
ARGENTINA**

**Agreement relating to a United States Air Force Mission to  
Argentina. Signed at Buenos Aires, on 3 October 1956**

*Official texts: English and Spanish.*

*Registered by the United States of America on 25 October 1957.*

---

**ÉTATS-UNIS D'AMÉRIQUE  
et  
ARGENTINE**

**Accord relatif à l'envoi d'une mission de l'aviation mili-  
taire des États-Unis en Argentine. Signé à Buenos-  
Aires, le 3 octobre 1956**

*Textes officiels anglais et espagnol.*

*Enregistré par les États-Unis d'Amérique le 25 octobre 1957.*

No. 4032. AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE ARGENTINE REPUBLIC RELATING TO A UNITED STATES AIR FORCE MISSION TO ARGENTINA. SIGNED AT BUENOS AIRES, ON 3 OCTOBER 1956

---

In conformity with the request of the Government of the Argentine Republic 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 to constitute a United States Air Force Mission to the Argentine Republic under the terms stipulated below:

TITLE I

PURPOSE AND DURATION

*Article 1*

The purpose of this Mission is to cooperate with the Air Force of the Argentine Republic and its officials, in an advisory capacity, with a view to enhancing the technical and operational efficiency of the Argentine Air Force.

*Article 2*

This Agreement shall enter into force on the date on which signed by the accredited representatives of the Government of the United States of America and the Government of the Argentine Republic and shall continue in force until terminated as provided in Article 3.

*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;

(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 Argentine Republic in the public interest of either country, without the necessity of compliance with subparagraph (a) of this Article;

---

<sup>1</sup> Came into force on 3 October 1956, the date of signature, in accordance with article 2.

(c) By either Government in case either country becomes involved in foreign or domestic hostilities, without the necessity of compliance with the provisions of subparagraph (a) of this Article.

## TITLE II

### COMPOSITION AND PERSONNEL

#### *Article 4*

The Mission shall consist of a Chief of Mission and such other personnel of the United States Air Force as may be agreed upon between the Ministry of Aeronautics of the Argentine Republic, hereinafter referred to as the Ministry of Aeronautics, and the Department of the Air Force of the United States of America, hereinafter referred to as the Department of the Air Force.

#### *Article 5*

In the event accomplishment of the purpose of the Mission as stated in Article 1 necessitates it, and subject to the provisions of Article 7, the personnel of the Mission may be varied, by addition, substitution or withdrawal of personnel, as mutually agreed upon between the Department of the Air Force and the Ministry of Aeronautics.

#### *Article 6*

In addition to the personnel of the Mission mentioned in Articles 4 and 5, additional United States Air Force personnel may be assigned to the Mission on temporary duty at the request of the Government of the Argentine Republic for such periods as may be mutually agreed upon between the Department of the Air Force and the Ministry of Aeronautics. Except as otherwise specifically agreed, such temporary duty personnel shall be treated as regular members of the Mission for all purposes.

#### *Article 7*

Any member of the Mission may be recalled at any time by the Department of the Air Force. A replacement with equivalent qualifications shall be furnished unless it is mutually agreed between the Department of the Air Force and the Ministry of Aeronautics that no replacement is required.

#### *Article 8*

As used throughout this Agreement the term "family" is limited to mean wife, dependent children and *bona fide* dependent parents. The phrase "home

of record " means the Mission member's home address as listed in official United States Air Force personnel records.

### 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 Aeronautics and the Chief of Mission, except that 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 Aeronautics solely through the Chief of Mission.

##### *Article 11*

Each member of the Mission shall serve on the Mission with the rank he holds in the United States Air Force and shall wear the uniform and insignia of the United States Air Force.

### TITLE IV

#### PRIVILEGES AND IMMUNITIES

##### *Article 12*

Each member of the Mission, in addition to the benefits provided for in the Agreement, shall be entitled to all benefits and privileges which the laws of the Argentine Republic and regulations of the Argentine Air Force provide for Argentine officers and subordinate personnel of corresponding rank.

##### *Article 13*

Mission members shall be immune from civil jurisdiction of Argentine courts for acts or omissions arising out of the performance of their official duties.

##### *Article 14*

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 Air Force authorities shall take appropriate disciplinary action

with respect to all offenses committed by such personnel and upon the request of the Government of the Argentine Republic shall remove such personnel from the Argentine Republic.

#### *Article 15*

The members of the Mission and their families shall enjoy the same immunities from taxes as the members of the diplomatic mission of the United States of America in the Argentine Republic.

#### *Article 16*

The 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 import taxes, custom duties, inspections and restrictions by the Government of the Argentine Republic and allowed free entry and egress upon request of the Chief of Mission. The rights and privileges accorded under this Article shall in general be the same as those accorded diplomatic personnel of the United States Embassy in the Argentine Republic.

### TITLE V

#### COMPENSATION, TRANSPORTATION AND OTHER EXPENSES

#### *Article 17*

(a) The members of the Mission shall receive from the Government of the Argentine Republic such 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 Argentine Republic.

(b) This compensation shall be paid in twelve (12) equal monthly installments payable within the first five (5) days of the month following the day it is due. Payments may be made in Argentine currency and when so paid shall be computed at the rate of exchange most favorable to the Mission member on the date on which due.

(c) Taxes levied upon this compensation under Argentine legislation will be paid by the Argentine Government, so that the members of the Mission will receive the full remuneration indicated.

(d) The compensation provided for in this Article shall commence upon the date of departure of the Mission member from the United States of America and, except as otherwise expressly provided in this Agreement, shall cease upon the date of return of the Mission member to the United States of America. All compensation due the Mission member shall be paid prior to his departure from

the Argentine Republic. Compensation for the return trip to the United States of America shall be computed on the basis of the shortest usually traveled water route regardless of the route and method of travel used by the Mission member.

#### *Article 18*

Each member of the Mission and his family shall be furnished by the Government of the Argentine Republic with first-class accommodation for travel, via the shortest usually traveled 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 Argentine Republic, both for the outward and the return trip. The Government of the Argentine Republic shall also pay all expenses of shipment of household effects, 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 the Argentine Republic, as well as all expenses of packing, crating, drayage and transportation of such household effects, baggage, and automobile from the Argentine Republic to the port of entry in the United States of America. Transportation of such household effects, baggage, and automobile shall be effected in one shipment, and all subsequent shipments shall be at the expense of the member of the Mission, except as otherwise provided in this Agreement, or by mutual agreement when such shipments are necessitated by circumstances beyond his control.

#### *Article 19*

Detailed arrangements for payment of transportation expenses provided for by the preceding Article in the case of temporary personnel who may join the Mission pursuant to the provisions of Article 6 shall be determined by negotiation between the Department of the Air Force and the Ministry of Aeronautics at the time the details for the assignment of such personnel for temporary duty may be agreed upon.

#### *Article 20*

(a) Should the services of any member of the Mission be terminated by the Government of the United States of America for any reason whatsoever prior to completion of two (2) years' service as a member of the Mission, the cost of return to the United States of America of such member, his family, baggage, household goods and automobile shall be borne by the Government of the United States of America. Similar expenses connected with furnishing a replacement shall also be borne by the Government of the United States of America.

(b) If, at the request of the Government of the Argentine Republic, any member of the Mission is recalled, all expenses connected with his return to the United States of America shall be borne by the Government of the Argentine Republic. If such Mission member is replaced, the expenses connected with transporting the replacement to his residence in the Argentine Republic shall be borne by the Government of the Argentine Republic.

#### *Article 21*

If any member of the Mission, or any member of his family, should die while assigned to the Mission, the Government of the Argentine Republic 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 death in a common disaster. The cost to the Government of the Argentine Republic shall not exceed the cost of preparing the body for shipment and 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 the United States of America for the family of the deceased member and for their baggage, household effects, and automobile shall be provided as prescribed in Article 18. All compensation due the deceased member, including salary for fifteen (15) days subsequent to his death, and reimbursement for expenses due the deceased member in connection with travel performed on official business of the Government of the Argentine Republic shall, within fifteen (15) days of the demise of said member, be paid to any person who may have been designated in writing by the deceased while serving under the terms of this Agreement; or in the absence of such a designation, then to such person as may be authorized or prescribed by United States military law.

#### *Article 22*

Compensation for transportation and travel expenses incurred by members of the Mission during travel performed on official business of the Government of the Argentine Republic shall be provided by the Government of the Argentine Republic.

#### *Article 23*

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

*Article 24*

The Government of the Argentine Republic shall, at its expense, provide suitable office space and facilities for the use of the members of the Mission.

*Article 25*

(a) Each member of the Mission shall be entitled annually to one (1) month's 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 member of the Mission.

(b) The leave may be spent in the Argentine Republic, in the United States of America, or in any other country, 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 this Article.

(c) The Government of the Argentine Republic agrees to grant the leave specified in this Article upon receipt of written application approved by the Chief of Mission with due consideration for the convenience of the Government of the Argentine Republic.

(d) If the Government of the Argentine Republic is unable to grant the leave when requested, the Ministry of Aeronautics will grant it at another time within the same year of service and under the same conditions already set forth in this Article. Payment for unused leave, on a proportional basis, will be made to the members of the Mission prior to their departure from the Argentine Republic, provided that such leave has been requested and refused in writing in accordance with the provisions of this Article.

*Article 26*

The Government of the Argentine Republic 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 shall be placed in such hospital, receive the attention of such doctors or obtain medicines at such pharmacies as may have been mutually agreed to in advance, for regular use, by the Minister of Aeronautics and 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 the Argentine Republic shall be paid by the Government of the Argentine Republic. If the hospitalized member is a



commissioned officer, he shall pay his cost of subsistence, but if he is a non-commissioned officer, the cost of subsistence shall be paid by the Government of the Argentine Republic. Families shall enjoy the same privileges as those provided in the regulations of the Ministry of Aeronautics for its own personnel.

#### TITLE VI

#### REQUISITES AND CONDITIONS

##### *Article 27*

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

##### *Article 28*

So long as this Agreement is in effect the Government of the Argentine Republic 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 Argentine Republic, for duties of any nature connected with the Argentine Air Force except for those which may already have been contracted for by agreements prior to the signing of the present Agreement, or except by previous mutual agreement between the Government of the United States of America and the Government of the Argentine Republic.

##### *Article 29*

Each member of the Mission shall agree not to divulge or in any way disclose any confidential or secret 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 services with the Mission and after the termination of this Agreement.

##### *Article 30*

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

#### TITLE VII

#### NONACCREDITED PERSONNEL

##### *Article 31*

In addition to the accredited personnel prescribed in Articles 4, 5, and 6, the Department of the Air Force may assign such nonaccredited personnel as

may be required to perform the administration of the Mission and to maintain and operate the aircraft and other equipment assigned to the Mission. The following Articles only shall apply to such nonaccredited personnel: All of Title IV and Article 29.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present Agreement, in duplicate, in the English and Spanish languages.

DONE at Buenos Aires, Argentina, this 3 day of October, 1956.

For the Government  
of the Argentine Republic :

Luis A. PODESTA COSTA  
Minister of Foreign Affairs  
and Worship

Julio César KRAUSE  
Comodoro  
Minister of Aeronautics

[SEAL]

For the Government  
of the United States of America :

Willard L. BEAULAC  
Ambassador Extraordinary  
and Plenipotentiary

[SEAL]