

No. 4089

**UNITED STATES OF AMERICA
and
CHILE**

Army Mission Agreement. Signed at Santiago, on 15 November 1956

Official texts: English and Spanish.

Registered by the United States of America on 25 November 1957.

**ÉTATS-UNIS D'AMÉRIQUE
et
CHILI**

**Accord relatif à l'envoi d'une mission militaire des États-Unis
au Chili. Signé à Santiago, le 15 novembre 1956**

Textes officiels anglais et espagnol.

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

No. 4089. ARMY MISSION AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF CHILE. SIGNED AT SANTIAGO, ON 15 NOVEMBER 1956

The Government of the United States of America and the Government of the Republic of Chile have agreed on the establishment in Chile of an Army Mission of the United States of America under the conditions specified below :

TITLE I

PURPOSE AND DURATION

Article 1

The purpose of the Army Mission shall be to cooperate with the Chilean Army as an advisory body to the Commander-in-Chief, with the objective of increasing the technical efficiency of the Chilean Army.

Article 2

This agreement shall enter into force on January 1, 1957, and shall continue in force until terminated as provided in Article 3.

Article 3

The present Agreement may be terminated :

- a) By either of the contracting Governments, subject to three months' written notice to the other Government ;
- b) By the recall of the Army Mission by the Government of the United States or at the request of the Government of Chile, in the public interest of either of the signatory Governments ; and
- c) By either Government in case either country becomes involved in armed internal conflict or foreign hostilities.

In the circumstances mentioned in subparagraphs *b*) and *c*), the three months' notice shall not be necessary.

¹ Came into force on 1 January 1957, in accordance with article 2.

TITLE II

COMPOSITION AND PERSONNEL

Article 4

The Army Mission shall consist of a Chief of Mission, of the rank of Colonel, and of such other personnel as may be agreed upon between the Ministry of National Defense of the Republic of Chile, hereinafter referred to as the Ministry of Defense, and the Department of the Army of the United States of America, hereinafter referred to as the Department of the Army.

Article 5

If required for the accomplishment of the objectives of the present Agreement, the number of members of the Army Mission may be changed as mutually agreed upon by the Ministry of Defense and the Department of the Army.

Article 6

Any member of the Army Mission may be recalled to the United States by the Department of the Army. A replacement of equal rank and equivalent qualifications shall be furnished unless it is mutually agreed between the Ministry of Defense and the Department of the Army that no replacement is required.

Article 7

As used throughout this Agreement, the term "family" means only the wife and dependent children. The phrase "home of record" means the Army Mission member's home address as listed in official United States Army personnel records.

TITLE III

DUTIES, RANK AND PRECEDENCE

Article 8

The personnel of the Army Mission shall perform such functions which are agreed upon between the Commander-in-Chief of the Army and the Chief of the Mission for the accomplishment of the purposes stated in Article 1 of this Agreement, except that they shall not have command functions.

Article 9

The members of the Mission shall be responsible for acts relating to the discharge of their duties to the Ministry of National Defense through the Chief of the Mission.

Article 10

In carrying out their duties, members of the Army Mission shall keep the grade and rank they have in the United States Army and shall wear the corresponding uniform and insignia.

The members of the Army Mission shall receive from members of the Chilean Army the treatment accorded Chilean Officers of equivalent rank and shall have ceremonial precedence over all Chilean Officers of the same grade and rank.

TITLE IV

COMPENSATION AND PERQUISITES

Article 11

Members of the Army Mission shall receive from the Government of the Republic of Chile such annual compensation denoted in United States currency in addition to their salary received from the United States Government as may be agreed upon between the Government of the Republic of Chile and the Government of the United States of America for each member.

The said compensation shall be paid in twelve (12) equal monthly installments payable within the first five days of the month following the date on which payment is due.

At the option of the Mission member, payments may be made in Chilean national currency and when so made shall be computed at the legal rate of exchange most favorable to the Mission member on the date on which due.

Payments made outside of Chile shall be in the national currency of the United States of America and in the amounts agreed upon as indicated above.

The compensations mentioned in this Article shall be exempt from income taxes in effect in the Republic of Chile.

Article 12

Each member, in addition to the benefits provided for in the agreement, shall be entitled to those benefits which the Regulations of the Chilean Armed Forces provide for Chilean Officers and subordinate personnel of corresponding rank, with respect to Post Exchange and Commissary supplies, automobile parking, and other things of a similar nature.

Article 13

The compensation agreed upon as noted in Article 11 shall commence as of the date of departure from the United States of America of each member of the

Army Mission, and, except as otherwise expressly provided in this Agreement, shall continue, following the termination of duty with the Mission, for the period of the return trip to the United States of America and thereafter for the period of any accumulated leave which may be due.

Article 14

The compensation due for the periods of the return trip and accumulated leave, if due, shall be paid to a detached member of the Mission before his departure from Chile, 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 15

Each member of the Army Mission and his family shall be furnished by the Government of the Republic of Chile with first-class accommodations 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 Republic of Chile, both for the outward and for the return trip. The Government of the Republic of Chile shall also pay all expenses of shipments 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 Republic of Chile, as well as all expenses incidental to the transportation of such household effects, baggage, and automobile from the Republic of Chile 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 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 Ministry of National Defense of the Republic of Chile, shall not be required under this agreement, but shall be determined by negotiations between the Department of the Army and the Ministry of National Defense.

In the case that any member of the Mission may be recalled before the completion of two years service as a member of the Mission, in accordance with the provision of Article 6, the travel expenses indicated in the present Article for the member and his family and the transportation expenses of his household effects, baggage, and automobile, shall be borne by the Government of the United States of America.

If, at the request of the Government of Chile, any Mission member is recalled for reasons other than those affecting the efficient performance of his duties, all expenses connected with his and his family's return to the United States shall be borne by the Government of Chile.

Article 16

The personal and household effects, baggage, automobile, and other articles imported by the members of the Mission for their personal use and for the use of members of their families, and the supplies imported for official use of the Mission shall be exempt from customs duties and taxes of any kind by the Government of Chile and allowed free entry and egress upon request of the Chief of the Mission.

This provision is applicable to all personnel of the Army Mission whether those mentioned in Article 4 or those indicated in Article 5.

In case of a change of ownership of any automobile brought in for the personal use of any member of the Army Mission, before two years from its time of importation have elapsed, the amount of the customs duties applicable at the time of its importation and any other taxes applicable in Chile to a transfer of ownership of this kind, shall be paid to the Chilean Treasury.

Article 17

If any member of the Army Mission should incur expenses for transportation or lodging away from his place of official residence while on business in connection with his duties as Mission member, the Government of the Republic of Chile shall furnish him the same traveling expenses and transportation costs which are furnished Officers and non-commissioned Officers of equivalent rank in the Chilean Army.

Article 18

The Government of the Republic of Chile shall provide the Chief of the Mission with a suitable automobile with chauffeur for use on official business.

The Commander-in-Chief of the Chilean Army, upon request of the Chief of the Army Mission, will make available motor transportation necessary for use by the members of the Army Mission for the conduct of official business.

Article 19

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

Article 20

If any member of the Army Mission, or any member of his family, should die while in Chile on duty with the Mission, the Government of the Republic of Chile shall have the body transported to such place in the United States of America as the surviving members of the family may decide, or, should the Mission member and his family meet death in a common disaster, to the home of record in the United States of America. The cost to the Government of the Republic of Chile shall not exceed the cost of preparing 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 shall be furnished by the Government of Chile to the family of the deceased member of the Mission and the family shall be entitled as well to transportation for its baggage, personal effects and an automobile, as prescribed in Article 15 of this Agreement.

All compensation due the deceased member shall be paid within fifteen (15) days following the decease of the said member 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.

TITLE V

Article 21

The personnel of the Army Mission 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.

Article 22

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

Article 23

It is stipulated and agreed that so long as this Mission is engaged in carrying out its duties in accordance with this Agreement or any extension of it, the Government of the Republic of Chile shall not engage the services of any other Government for the duties and purposes provided for in this Agreement, except by mutual agreement between the Government of the Republic of Chile and the Government of the United States of America.

Article 24

Each member of the Mission shall agree not to divulge or in any way disclose to any foreign Government or to any person whatsoever, 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 expiration or cancellation of this Agreement or any extension of it.

Article 25

Each member of the Mission shall be entitled annually to one 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 a member of the Mission up to a maximum of two months.

The leave may be spent in the Republic of Chile, or in any other country, but the expense of travel and transportation shall be borne by the member of the Mission. Travel time in connection with leave shall count as leave and shall not be in addition to the time authorized in this Article.

The Commander-in-Chief is the authority empowered to grant the leaves referred to in this Article and he shall grant them upon written request approved by the Chief of the Army Mission with due consideration for the convenience of national interests.

Only in cases in which the Commander-in-Chief of the Chilean Army, having given consideration to national interests, may have denied leave granted under this Article to a member of the Army Mission, shall the Government of the Republic of Chile proceed to pay the member in question before his departure from Chile for leave not used. Payment will be in Chilean currency as prescribed in Article 11 of this Agreement or in United States currency if the Government of Chile so chooses.

Article 26

The Government of the Republic of Chile shall provide for the members of the Army Mission and for their families, the medical and dental facilities and care which regulations in force provide for Chilean military personnel of equivalent rank. The Government of the Republic of Chile shall not be responsible for any indemnity in case of permanent disability to a member of the Mission.

Article 27

Members of the Mission who 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 28

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

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present Agreement.

DONE at Santiago in duplicate in the English and Spanish languages this fifteenth day of November, 1956.

For the Government of the Republic of Chile :

Oswaldo SAINTE-MARIE SORUCO

Minister of Foreign Affairs

[SEAL]

For the Government of the United States of America :

Cecil B. LYON

Ambassador

[SEAL]
