

No. 4369

**UNITED STATES OF AMERICA
and
EL SALVADOR**

**Agreement relating to the establishment of the United States
Air Force Mission to El Salvador. Signed at San
Salvador, on 21 November 1957**

Official texts: English and Spanish.

Registered by the United States of America on 17 June 1958.

**ÉTATS-UNIS D'AMÉRIQUE
et
SALVADOR**

**Accord relatif à l'envoi d'une mission des forces aériennes
des États-Unis au Salvador. Signé à San-Salvador, le
21 novembre 1957**

Textes officiels anglais et espagnol.

Enregistré par les États-Unis d'Amérique le 17 juin 1958.

No. 4369. AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF EL SALVADOR RELATING TO THE ESTABLISHMENT OF THE UNITED STATES AIR FORCE MISSION TO EL SALVADOR. SIGNED AT SAN SALVADOR, ON 21 NOVEMBER 1957

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 enlisted men to constitute a United States Air Force Mission to the Republic of El Salvador under the conditions specified 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 and with the personnel of the Salvadoran Air Force with a view to enhancing the efficiency of the Salvadoran Air Force.

Article 2

This Mission shall continue for a period of two years from the date of the signing of this Agreement by the accredited representatives of the Government of the United States of America and the Government of the Republic of El Salvador, unless previously terminated or extended as hereinafter provided. Any member of the Mission may be recalled by the Government of the United States of America after the expiration of two years of service, in which case another member shall be furnished to replace him.

Article 3

If the Government of the Republic of El Salvador should desire that the services of the Mission be extended beyond the stipulated period, it shall make a written proposal to that effect six months before the expiration of this Agreement.

¹ Came into force on 21 November 1957, the date of signature, in accordance with article 2.

Article 4

This Agreement may be terminated before the expiration of the period of two years prescribed in Article 2, or before the expiration of the extension authorized in Article 3, in the following manner :

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

(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.

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 at any time during a period when either Government is involved in domestic or foreign hostilities.

TITLE II

COMPOSITION AND PERSONNEL

Article 6

This Mission shall consist of such personnel of the United States Air Force as may be agreed upon by the Ministry of Defense of the Republic of El Salvador through its authorized representative in Washington and by the Department of the Air Force of the United States of America.

TITLE III

DUTIES, RANK, AND PRECEDENCE

Article 7

The personnel of the Mission shall perform such duties as may be agreed upon between the Ministry of Defense of the Republic of El Salvador and the Chief of the Mission.

Article 8

The members of the Mission shall be responsible solely to the Ministry of Defense of the Republic of El Salvador, through the Chief of the Mission, for the performance of the duties assigned to them under the preceding article.

Article 9

Each member of the Mission shall serve on the Mission with the rank he holds in the United States Air Force. The members of the Mission shall wear either the uniform of the United States Air Force or of the Salvadoran Army to which they shall be entitled, at the discretion of the Chief of the Mission.

Article 10

Each member of the Mission shall be entitled to all benefits and privileges which the Regulations of the Salvadoran Air Force provide for Salvadoran officers and subordinate personnel of corresponding rank.

Article 11

The personnel of the Mission shall be governed by the disciplinary regulations of the United States Air Force.

TITLE IV

COMPENSATION AND PERQUISITES

Article 12

Members of the Mission shall receive from the Government of the Republic of El Salvador such net annual compensation as may be agreed upon between the Government of the United States of America and the Government of the Republic of El Salvador for each member. This compensation shall be paid in twelve (12) equal monthly installments, each due and payable on the last day of the month. The compensation shall not be subject to any tax, now or hereafter in effect, of the Government of the Republic of El Salvador 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 Defense of the Republic of El Salvador in order to comply with the provision of this Article that the compensation agreed upon shall be net.

Article 13

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 voyage 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 period of the return trip and accumulated leave 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 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 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 traveled 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 the 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 Ministry of Defense of the Republic of El Salvador shall be determined by negotiations between the Department of the Air Force, or its authorized representative, and the Ministry of Defense of the Republic of El Salvador, or its authorized representative, at such times as the detail of personnel for such temporary duty may be agreed upon.

Article 16

The Government of the Republic of El Salvador shall grant, upon request of the Chief of Mission, exemption from customs duties on articles imported for the official use of the Mission or the personal use of the members thereof and of members of their families.

Article 17

Compensation for transportation and traveling expenses in the Republic of El Salvador 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 10.

Article 18

The Government of the Republic of El Salvador shall provide the Chief of the Mission with a suitable automobile with chauffeur, for use on official business. Suitable motor transportation with chauffeur, and when necessary an airplane properly equipped, shall on call 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 19

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

Article 20

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 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 member and for their baggage and household effects 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 Republic of El Salvador, shall be paid to the widow 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 this Agreement; but such widow or other person shall not be compensated for accrued leave due and not taken by the deceased. All compensation due the widow, or other person designated by the deceased, under the provisions of this Article, shall be paid within fifteen (15) days after the decease of the said member.

TITLE V

REQUISITES AND CONDITIONS

Article 21

The Governments of the United States of America and El Salvador recognize the evident desirability of obtaining uniformity in the military training and practices of both countries. Consequently, the Government of the United States

of America will endeavor to provide, at the request of the Government of El Salvador, the necessary military personnel in accordance with this Agreement and in the event that it should not be possible to furnish such personnel, the Government of El Salvador may seek the required services elsewhere.

Article 22

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 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 23

Throughout this agreement the term "family" is limited to mean wife and dependent children.

Article 24

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 but the Government of El Salvador will pay for such unused accumulated leave only when the Mission member requests leave and, for the convenience of the Government of El Salvador, the Minister of Defense states in writing that he is unable to grant it.

Article 25

The leave specified in the preceding Article may be spent in the Republic of El Salvador, 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. All travel time shall count as leave and shall not be in addition to the time authorized in the preceding Article.

Article 26

The Government of the Republic of El Salvador agrees to grant the leave specified in Article 24 upon receipt of written application approved by the Chief of the Mission, with due consideration for the convenience of the Government of the Republic of El Salvador.

Article 27

Members of the Mission who may be replaced shall terminate their services on the Mission 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 attention to members of the Mission and their families. In case a member of the Mission becomes ill or suffers injury, he shall, at the discretion of the Chief of the Mission, be placed in such hospital as the Chief of the Mission deems suitable, after consultation with the Ministry of Defense of the Republic of El Salvador, and all expenses incurred as the result of such illness or injury while the patient is a member of the Mission and remains in the Republic of El Salvador shall be paid by the Government 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, except as may be provided under Article 10.

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

In addition to the accredited personnel as provided for in Article 6, the United States Air Force may assign, subject to thirty (30) days prior notice to and the concurrence of the Ministry of Defense of El Salvador, such additional 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. Only the following articles of this Agreement shall apply to such additional personnel : 10, 11, 16 and 22.

IN WITNESS WHEREOF, the undersigned, Edwin E. Vallon, Chargé d'Affaires ad interim of the Embassy of the United States of America, and Alfredo Ortiz Mancía, Minister of Foreign Affairs of the Republic of El Salvador, duly authorized

thereto, have signed this Agreement in duplicate, in the English and Spanish languages, at San Salvador, this twenty-first day of November, 1957.

For the Government of the United States of America :

Edwin E. VALLON
Chargé d'Affaires ad interim

For the Government of El Salvador :

A. ORTIZ MANCÍA
Minister of Foreign Affairs