

No. 5514

**UNITED STATES OF AMERICA
and
ARGENTINA**

**Agreement relating to a United States Army Mission to
Argentina. Signed at Buenos Aires, on 2 August 1960**

Official texts: English and Spanish.

Registered by the United States of America on 6 January 1961.

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

**Accord relatif à l'envoi d'une mission militaire des États-
Unis en Argentine. Signé à Buenos Aires, le 2 août 1960**

Textes officiels anglais et espagnol.

Enregistré par les États-Unis d'Amérique le 6 janvier 1961.

No. 5514. AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE ARGENTINE REPUBLIC RELATING TO A UNITED STATES ARMY MISSION TO ARGENTINA. SIGNED AT BUENOS AIRES, ON 2 AUGUST 1960

Acceding to the request of the Government of the Argentine Republic addressed to the Government of the United States of America, the President of the United States of America has authorized the appointment of officers to constitute a United States Army Mission to the Argentine Republic, under the conditions specified below :

TITLE I

PURPOSE AND DURATION

Article 1

The purpose of the Mission is to cooperate with the Army of the Argentine Republic and its officers, in an advisory capacity, to improve the technical efficiency and preparation of the Argentine Army.

Article 2

This Agreement shall enter into force on the date of its signature by 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 in the manner provided in Article 3.

Article 3

This Agreement may be terminated as follows :

(a) By decision of either Government, subject to 30 days' written notice to the other Government;

(b) By recall of the entire personnel of the Commission by the Government of the United States or at the request of the Government of the Argentine Republic in the public interest of either country, without necessity of compliance with the provision in subparagraph (a) of this Article;

¹ Came into force on 2 August 1960, the date of signature, in accordance with article 2.

(c) By decision of one of the parties in the event that either is involved in foreign or domestic hostilities, without necessity of compliance with the provision in subparagraph (a) of this Article.

TITLE II

COMPOSITION AND PERSONNEL

Article 4

The Mission shall be composed of a Chief of Mission and such United States Army personnel as may be agreed upon by the Ministry of War of the Argentine Republic, hereinafter called "the War Department," and the Department of the Army of the United States of America, hereinafter called "the Department of the Army."

Article 5

If the accomplishment of the Mission's purpose as stated in Article 1 so requires, the personnel of the Mission may be changed by such addition, substitution, or recall of its members as may be mutually agreed upon by the Department of the Army and the War Department, in accordance with the provisions of Article 7.

Article 6

In addition to the personnel mentioned in Articles 4 and 5, other personnel of the United States Army may, upon request of the Government of the Argentine Republic, be assigned to the Mission temporarily for periods to be agreed upon by the Department of the Army and the War Department. Except when otherwise specifically agreed, such temporary personnel shall receive the same treatment 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 Army. A replacement with equivalent qualifications shall be furnished unless it is mutually agreed between the Department of the Army and the War Department that no replacement is necessary.

Article 8

As used throughout the present Agreement, the term "family" is limited to mean wife and dependent children and *bona fide* dependent parents. The term "home of record" means the address, in his country, of the member of the Mission appearing in the personnel records of Mission members.

TITLE III

DUTIES, RANK, AND PRECEDENCE

Article 9

The personnel of the Mission shall perform such duties as may be agreed upon by the War Department and the Chief of Mission, except that they shall have no command duties.

Article 10

In performing their duties, members of the Mission shall be responsible to the War Department, solely through the Chief of Mission.

Article 11

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

TITLE IV

PRIVILEGES AND IMMUNITIES

Article 12

In addition to the benefits provided in this Agreement, each member of the Mission shall be entitled to all benefits and privileges accorded by the laws of the Argentine Republic and the Argentine Army regulations to Argentine officers and subordinate personnel of corresponding rank.

Article 13

Mission members shall be immune from civil jurisdiction of Argentine tribunals 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. The authorities of the American Army shall take appropriate disciplinary action with respect to all violations committed by the personnel and, upon request of the Government of the Argentine Republic, shall recall the said personnel from the Argentine Republic.

Article 15

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

Article 16

The household effects, baggage, and automobiles of members of the Mission and any articles imported by them for their personal use and the use of members of their families, or for the official use of the Mission, shall be exempted by the Government of the Argentine Republic from import duties and taxes and customs duties and taxes, inspections, and restrictions, and may freely be brought into or taken out of the country at the request of the Chief of the Mission. The rights and privileges accorded under this Article shall, in general, be the same as those accorded to diplomatic personnel of the United States Embassy in the Argentine Republic.

TITLE V

COMPENSATION, TRANSPORTATION AND OTHER EXPENSES

Article 17

The Government of the Republic of Argentina shall contribute funds to the Government of the United States of America in amounts and on dates to be agreed upon, for the administration and operation of the Mission. The two Governments will enter into discussions to reach agreement on the amounts and the currency of these funds, and the dates on which contributions are to be made.

Article 18

The Government of the Republic of Argentina shall reimburse the Government of the United States of America for the cost of first-class passage, via the shortest route usually traveled, for all travel required and performed under this Agreement by each member of the Mission and his family, between the port of embarkation in the United States of America and the location of his post in the Republic of Argentina, both for the outward and the return voyage. The Government of the Republic of Argentina shall also reimburse the Government of the United States of America for all expenses necessitated by the transportation of the household effects, baggage and one (1) automobile of each member of the Mission from the port of embarkation in the United States of America to his post in Argentina, as well as for the expenses incidental to the transportation of such household effects, baggage and automobile from Argentina to the port of embarkation in the United States of America. This shall include reimbursement for all necessary expenses incident to unloading from the ship upon arrival

in Argentina, cartage between the ship and the residence in Argentina, and packing and loading on board the ship upon departure from Argentina. 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 the Agreement or when such shipments are necessitated by circumstances beyond their control. Reimbursement of expenses for the transportation of families, household effects and automobiles, in the case of personnel who may join the Mission for temporary duty, shall not be required under this Agreement, but shall be determined by negotiations between the Department of the Army of the United States of America and the authorized representative of the Government of the Republic of Argentina in Washington at such time as the detail of personnel for such temporary duty may be agreed upon.

It is understood that the transportation paid for by the Argentine Government shall be effected by Argentine companies. The household effects, furniture, automobile, etc., brought into Argentina by members of the Mission may not be disposed of in Argentine territory without express authorization and payment of the appropriate taxes.

Article 19

Detailed arrangements for payment of the transportation expenses provided for in the preceding Article shall, in the case of temporary personnel assigned to the Mission according to the provisions of Article 6, be made by negotiations between the Department of the Army and the War Department at the time of Agreement on the details of the appointment of such personnel for temporary duty.

Article 20

(a) If the Government of the United States of America terminates for any reason the services of any member of the Mission before the completion of two (2) years of service as a member thereof, the cost of the return to the United States of America of such member, his family, baggage, household effects, and automobile shall be borne by the Government of the United States of America. Similar expenses incurred for transporting his replacement shall also be paid by the Government of the United States of America.

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

Article 21

If a member of the Mission or a member of his family should die during his assignment 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 decide, or to the registered address in the United States if the member and his family should die in the same accident. The cost to the Government of the Argentine Republic shall not exceed the cost of preparing the body for shipment and transporting it from the place of decease to New York City. If the deceased was 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 for the family of the deceased member and for their baggage, household effects, and automobile shall be provided as prescribed in Article 18.

Article 22

The Government of the Republic of Argentina shall reimburse the Government of the United States for the cost of transportation and traveling expenses in the Republic of Argentina of members of the Mission on official business for the Republic of Argentina.

Article 23

The Government of the Republic of Argentina shall provide the Government of the United States, for the use of the Mission, with an automobile and chauffeur suitable for the official use of each Chief of a Mission. Additional vehicles, with chauffeurs and, when necessary, a launch properly equipped, shall, upon request, be placed at the disposal of the Mission by the Government of the Republic of Argentina for the conduct of the official business of the Mission.

Article 24

The Government of the Argentine Republic shall provide suitable office space to the Government of the United States for the use of the Mission and grant all facilities for its work to the extent of its means.

Article 25

(a) Each member of the Mission shall be entitled to one (1) month's annual leave with pay, or to a proportional part of such leave for any fractional part of a year. To the extent permitted by the United States laws and regulations, the unused portions of said leave shall be cumulative from year to year during his service as a member of the Mission.

(b) The leave referred to in paragraph (a) of this Article may be spent in the United States of America, or in other countries, but the expense of travel and transportation shall be borne by the Mission member taking such leave. Travel time shall count as leave and shall not be in addition to the time authorized in paragraph (a) of this Article.

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

Article 26

The Government of the Argentine Republic shall provide the United States suitable medical and dental care for members of the Mission and their families. If a member of the Mission becomes ill or is injured, he may be admitted to the hospital, receive the medical care, and obtain medicine in the pharmacies agreed on in advance, for normal use, by the War Department and the Chief of the Mission. All expenses incurred as a result of the illness or injury while the patient is a member of the Mission and in the Argentine Republic shall be borne by the Government of the Argentine Republic. A member who is hospitalized shall pay his subsistence expenses. Families of such members shall enjoy the same privileges as those provided in the War Department's regulations for its own personnel.

TITLE VI

REQUISITES AND CONDITIONS

Article 27

Should any member of the Mission be unable to perform his duties as a result of physical disability, he may be replaced at the end of two months from the time when such disability occurred, if the two parties so agree, and compensation, indemnity, etc., shall be provided in accordance with Articles 7 and 20 (a).

Article 28

While this Agreement is in force, the Government of the Argentine Republic shall not engage the service of personnel of any foreign government that is not a member of the North Atlantic Treaty¹ Organization (NATO) for duties of any kind relating to the Argentine Army, except those services engaged under agreements previous to this agreement, or except by mutual agreement of

¹ United Nations, *Treaty Series*, Vol. 34, p. 243; Vol. 126, p. 350, and Vol. 243 p. 308.

the Government of the United States 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 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 his services on the Mission have ended and this Agreement has terminated.

Article 30

It is understood that personnel of the United States Armed Forces detailed to the Argentine Republic under this Agreement shall not include combat forces.

TITLE VII

NONACCREDITED PERSONNEL

Article 31

In addition to the accredited personnel mentioned in Article 4, 5, and 6, the Department of the Army may assign such nonaccredited personnel as may be necessary to the administration of the Mission and to maintain and operate the equipment assigned to it. Only the following articles shall apply to such personnel: all those under Title IV, and Article 29. The number of such personnel and the need for their presence on the Mission shall be determined by common accord with the Argentine Government.

IN WITNESS WHEREOF, the respective representatives, duly authorized, sign the present Agreement, in duplicate, in the Spanish and English languages.

DONE at Buenos Aires, August 2, 1960.

For the Government
of the Argentine Republic :

Diógenes TABOADA
Minister of Foreign Affairs
and Worship
Justo VILLAR
Minister of National Defense

Rodolfo LARCHER
Secretary of War

[SEAL]

For the Government
of the United States of America :

Willard L. BEAULAC
Ambassador Extraordinary
and Plenipotentiary

[SEAL]