

No. 7727

**UNITED STATES OF AMERICA
and
CHILE**

Exchange of notes constituting an agreement uniting and replacing the Air Force and Naval Missions Agreements of 15 February 1951, as extended and amended, and the Army Mission Agreement of 15 November 1956. Santiago, 27 October 1964

Official texts: English and Spanish.

Registered by the United States of America on 27 April 1965.

**ÉTATS-UNIS D'AMÉRIQUE
et
CHILI**

Échange de notes constituant un accord unique remplaçant les Accords du 15 février 1951 relatifs à l'envoi d'une mission d'aviation militaire et d'une mission navale, précédemment prorogés et modifiés, et l'Accord du 15 novembre 1956 relatif à l'envoi d'une mission militaire. Santiago, 27 octobre 1964

Textes officiels anglais et espagnol.

Enregistré par les États-Unis d'Amérique le 27 avril 1965.

No. 7727. EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN THE UNITED STATES OF AMERICA AND CHILE UNITING AND REPLACING THE AIR FORCE AND NAVAL MISSIONS AGREEMENTS OF 15 FEBRUARY 1951, AS EXTENDED AND AMENDED,² AND THE ARMY MISSION AGREEMENT OF 15 NOVEMBER 1956.³ SANTIAGO, 27 OCTOBER 1964

I

The Chilean Minister of Foreign Relations to the American Chargé d'Affaires ad interim

[SPANISH TEXT — TEXTE ESPAGNOL]

REPÚBLICA DE CHILE
MINISTERIO DE RELACIONES EXTERIORES

DPE-daa
Nº 15689

Santiago, 27 oct. 1964

Señor Encargado de Negocios :

Tengo el agrado de referirme a las conversaciones que se han venido sosteniendo entre nuestros dos Gobiernos, relativas a la situación de las Misiones Militar, Naval y Aérea de los Estados Unidos de América en Chile.

Al respecto, me complazco en confirmar el siguiente acuerdo a que se llegó como resultado de tales conversaciones :

El Gobierno de la República de Chile y el Gobierno de los Estados Unidos de América han convenido en mantener Misiones de Ejército, Armada y Fuerza Aérea de los Estados Unidos de América en la República de Chile, en cumplimiento del Convenio de Ayuda Militar suscrito en Santiago el 9 de abril de 1952, con la aprobación legislativa de fecha 6 de julio de 1952, promulgado por Decreto Supremo Nº 328 del Gobierno de Chile de esa misma fecha, publicado en el *Diario Oficial* de 21 de julio de ese año, y en conformidad con lo previsto en sus artículos I, IV y V.

Las condiciones del presente acuerdo son las siguientes :

TÍTULO I

PROPÓSITO Y DURACIÓN

Artículo I

El propósito de las Misiones del Ejército, Armada y de la Fuerza Aérea de los Estados Unidos de América (en adelante denominadas « Misiones de los Servicios ») en la Re-

¹ Came into force on 27 October 1964 by the exchange of the said notes.

² United Nations, *Treaty Series*, Vol. 133, pp. 95 and 117; Vol. 206, pp. 338 and 345; Vol. 215, p. 417; Vol. 227, p. 325, and Vol. 266, p. 413.

³ United Nations, *Treaty Series*, Vol. 282, p. 3.

Aprovecho esta oportunidad para reiterar a Vuestra Señoría las seguridades de mi distinguida consideración.

J. P. I.

Honorable Señor Joseph J. Jova
Encargado de Negocios de los Estados Unidos de América
Santiago

[TRANSLATION¹ — TRADUCTION²]

REPUBLIC OF CHILE
MINISTRY OF FOREIGN RELATIONS

DPE-daa
No. 15689

Santiago, October 27, 1964

Mr. Chargé d'Affaires :

I have the pleasure of referring to the conversations that have been in progress between our two Governments with reference to the situation of the Army, Naval, and Air Force Missions of the United States of America in Chile.

In this respect I take pleasure in confirming the following agreement which was reached as a result of those conversations :

[See note II]

If the foregoing terms are acceptable to the Government of the United States of America, this note and your reply concurring therein shall constitute an agreement between our two Governments on the matter, which shall become effective on the date of your affirmative note.

I avail myself of this opportunity to renew to you the assurances of my distinguished consideration.

J. P. I.

The Honorable Joseph J. Jova
Chargé d'Affaires of the United States of America
Santiago

¹ Translation by the Government of the United States of America.

² Traduction du Gouvernement des États-Unis d'Amérique.

II

The American Chargé d'Affaires ad interim to the Chilean Minister of Foreign Relations

No. 283

Santiago, October 27, 1964

Excellency :

I have the honor to refer to Your Excellency's Note No. 15689 of October 27, 1964, containing the proposed agreement with regard to the Air Force, Army and Naval Missions of the United States of America in Chile, whose text reads as follows :

The Government of the Republic of Chile and the Government of the United States of America have agreed to maintain Army, Navy and Air Force Missions of the United States of America in the Republic of Chile, in compliance with the Military Assistance Agreement signed at Santiago on April 9, 1952,¹ and with legislative approval on July 6, 1952, promulgated by Decree No. 328 of the Government of Chile of that same date and published in the *Diario Oficial* of July 21 of that year and in accordance with the provisions of articles I, IV, and V.

The terms of the agreement shall be the following :

TITLE I

PURPOSE AND DURATION

Article 1

The purpose of the United States Army, Navy and Air Force Missions (hereinafter referred to as "Service Missions") in the Republic of Chile shall be to cooperate with the respective Chilean Services and serve as advisory bodies of their Commanders-in-Chief with the objectives of increasing the technical and tactical efficiency of those Services, assuring in that way their greater cooperation in the defense of the Hemisphere.

Article 2

The present agreement shall be of indefinite duration and may be terminated as provided in Article 3.

Article 3

(a) This Agreement may be terminated as follows :

- (1) By either contracting Government, subject to three months advance written notice of the other Government; or
- (2) Recall of the entire personnel of the three Service Missions by the Government of the United States of America or at the request of the Government of Chile, in the public interest of either signatory Government, or

¹ United Nations, *Treaty Series*, Vol. 186, p. 53, and Vol. 266, p. 421.

(3) On the initiative of either Government in case either country becomes involved in armed internal conflict or foreign hostilities.

The cases cited in numbers (2) and (3) do not require a three month written notice.

(b) The termination of the services of one or two of the Service Missions at the request of either contracting Government in its public interest, not otherwise fulfilling the requirements of paragraph (a) of this Article, will not be regarded as terminating this Agreement.

(c) The present agreement unites and replaces the agreements on Army, Navy and Air Force Missions¹ celebrated between the Government of the Republic of Chile and the Government of the United States of America, agreements which cease to have any force or effect.

TITLE II

COMPOSITION AND PERSONNEL

Article 4

(a) Each Mission shall consist of a Chief of Service Mission, having at least the rank of Colonel for Army and Air Force Missions and Captain for the Navy Mission, and such other personnel as may be mutually agreed upon by the Ministry of National Defense of the Republic of Chile (hereinafter called the "Ministry of Defense") and the United States Army, Navy or Air Force Department (hereinafter referred to as "Service Department").

(b) The three Service Missions jointly shall be considered as the Military Group of the United States of America in Chile. The Chief of the Military Group shall be in charge of the coordination of the work of the Missions. His designation shall be made by agreement among the parties.

(c) In addition to the personnel of the Service Missions mentioned in paragraph (a) above, personnel of the United States Armed Forces may be assigned provisionally, at the request of the Government of the Republic of Chile, for periods to be determined by common accord between the Ministry of Defense and the respective United States Service Department. In principle, said provisional personnel will not receive the same treatment as that accorded to the regular members of the Missions, except when both parties may agree to a different arrangement of a specific nature.

Article 5

If required for the purposes of this Agreement the number of personnel (members) of a Mission may be changed as mutually agreed upon between the Ministry of Defense and the respective Service Department.

Article 6

(a) The normal tour of duty of the members of the Missions shall be three years; however, any member may be recalled by the Ministry of Defense or the corresponding Service Department after having served a minimum of 2 years in which case a replacement

¹ See footnotes 2 and 3, p. 348 of this volume.

with equal rank and equivalent qualifications shall be furnished unless it is mutually agreed between the Ministry of Defense and the Service Mission concerned that no replacement is necessary.

(b) If for any reason it is considered necessary to recall any member of a Service Mission before completion of the terms stipulated in the preceding paragraph, it can be done by mutual agreement of the two countries; either of the countries can initiate the request for recall.

Article 7

As used throughout this Agreement, the term "family" means only the wife and dependent children. The phrase "home of record" means the official address of the Service Mission member as listed in the official records of the particular Service Department.

TITLE III

DUTIES, RANK AND PRECEDENCE

Article 8

The personnel of the Service Missions shall perform such duties as may be agreed upon between the Chilean Commander-in-Chief concerned and the Chief of the corresponding Service Mission for the accomplishment of the purposes stated in Article 1 hereof, except that they shall not have command functions.

Article 9

(a) In performing their duties members of a Service Mission shall be responsible to the Ministry of Defense solely through the Chief of Service Mission concerned.

(b) Notwithstanding the foregoing, members of the Service Missions are permitted and may be authorized to represent the United States of America on any commission, Military Assistance Advisory Group, or in any other capacity in connection with military assistance or defense of the Hemisphere.

Article 10

(a) In discharging their duties, the members of the Service Missions shall serve in the grade and rank they have in their respective Services in the United States and shall wear the corresponding uniform and insignia.

(b) The members of the Service Missions shall receive from the members of the Chilean Army, Navy, and Air Force the treatment which corresponds to Chilean officers and subordinate personnel of equivalent rank, and protocolar precedence shall be determined by their respective ranks and seniority.

Article 11

The personnel of the Service Missions shall be governed by the disciplinary regulations of their respective Services in force in the United States of America. However, during such time as they are serving in units, departments, or premises under the juris-

diction of the Chilean Armed Forces, they must respect the provisions of the Orders and Regulations of those Chilean Services. The military authorities of the United States of America will take suitable disciplinary measures to punish any offense committed by their personnel.

TITLE IV

GUARANTEES

Article 12

The Government of the Republic of Chile will reimburse the Government of the United States of America in conformity with Article IV of the Military Aid Agreement, subject to the necessary budgetary provision, for such sums as may be agreed to, in the national currency of Chile, at the quotation determined by the Central Bank for the dollar at the free banker's rate, for the administration and functioning of the Missions. These reimbursements will be made on such dates as may be agreed.

Article 13

Service Mission Members shall be entitled to all the rights and privileges accorded by the regulations of the armed forces to Chilean officers and Chilean subordinate personnel of corresponding grade and rank.

Article 14

(a) The Government of the Republic of Chile shall reimburse the Government of the United States of America in conformity with Article IV of the Military Aid Agreement, subject to the necessary budgetary provision, for the fare for first class ship or tourist class airline via the shortest generally used route, for the travel required and performed under this Agreement by each member of the Service Missions and his family, between the port of embarkation in the United States of America and the location of his official post in the Republic of Chile, both for the outward and the return voyage. The Government of the Republic of Chile shall also reimburse the Government of the United States of America in conformity with the above cited Article, and with the funds provided by the national budget, all expenses necessitated by the transportation of the household effects, baggage and one (1) automobile of each member of the Service Missions from the port of embarkation in the United States of America to his official post in Chile, as well as for the expenses incidental to the transportation of such household effects, baggage and automobile from Chile 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 Chile, cartage between the ship and the residence in Chile and packing and loading on board the ship upon departure from Chile. 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 Service Missions, except as otherwise provided in the Agreement or when such shipments are necessitated by circumstances beyond their control. Reimbursement of the expenses for the transportation of families, household effects and automobiles, in the case of personnel who may join a Service Mission for temporary duty, shall not be required under this Agreement, but shall be determined by negotiations between the Service Department

of the United States of America concerned and the respective Institutional Commander-in-Chief at such time as the detail of personnel for such temporary duty may be agreed upon.

(b) It is understood that the Services referred to in the preceding paragraph may, alternatively, be furnished in whole or in part through equivalent services.

(c) For the payment of the costs of transport or for the provision of equivalent services to which reference is made in this article, detailed arrangements will be made through negotiations between authorized military representatives of both Governments and pursuant to Article 12.

Article 15

If any Service Mission member is recalled before completing two years service in a Service Mission, the travel expenses indicated in the foregoing Article for the member and his family and the transportation of his household effects, baggage, and automobile shall be borne by the government that requested his recall.

Article 16

The personal and household effects, baggage, automobile, and other articles imported by the members of the Missions for their personal use and for the use of members of their families, and supplies imported for official use of the Service Missions, shall be exempt in conformity with Articles IV and V of the Military Aid Agreement 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 Service Missions concerned.

Article 17

When a member, by order of his respective Commanding Officer, is away from his official residence on matters related to his duties in the Mission, the provisions of the pertinent Chilean regulations shall apply to him.

Article 18

Subject to the necessary budgetary provision, the Government of the Republic of Chile shall provide each Chief of Service Mission with a suitable automobile with chauffeur for use on official business; and the Commanders-in-Chief of the Chilean Services shall upon request of the appropriate Chief of Mission, make available the transportation required by the members of the Service Missions for the conduct of official business.

Article 19

The Government of the Republic of Chile, subject to the necessary budgetary provision, shall provide suitable office and facilities for the use of the members of each Service Mission.

Article 20

If any Service Mission member, or any member of his family, should die while in Chile on duty with the Service Missions, the Government of the Republic of Chile,

subject to the necessary budgetary provision, 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 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 one of the Service Missions, 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, and the family shall be entitled as well to transportation for its baggage, personal effects, and an automobile, as prescribed in Article 14 of this Agreement.

TITLE V

REQUIREMENTS AND CONDITIONS

Article 21

Any member unable to perform his duties in his Service Mission by reason of long continued physical disability shall be replaced within three months.

Article 22

If the Government of Chile should contract the services of a third Government for the functions and purposes which are contemplated in the present agreement, the validity of said agreement will terminate at the end of three months from the date of the signing of the aforementioned contract, unless said contract may have been entered into with the agreement of the Government of the United States of America.

Article 23

Each Service Mission member shall agree not to divulge or in any way disclose to any foreign government or person except the proper authorities of both Governments, any classified matter of which he may become cognizant in his capacity as a member of one of the Service Missions. This requirement shall continue in force after the expiration or cancellation of this Agreement.

Article 24

(a) Each Service Mission member shall be entitled annually to one month's leave or to a proportional part thereof 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 Service Mission up to a maximum of two months.

(b) 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 Service Mission. 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 Commander-in-Chief of the particular Chilean Service shall be the authority empowered to grant the leaves referred to in this Article, and he shall grant them upon

written request submitted by the Chief of the corresponding Service Mission, after due consideration has been given to the convenience of national interests.

Article 25

The Government of the Republic of Chile will grant the members of the Service Missions and their families, those medical and dental facilities that the current regulations grant to Chilean military personnel of equivalent rank. The Government of the Republic of Chile will have no responsibility for indemnification in the case of permanent incapacity of a member of any of the Missions.

Article 26

A member who is replaced, shall terminate his services with the Service Mission only upon the arrival of his replacement, except when otherwise mutually agreed.

The Government of the United States finds the terms of Your Excellency's note acceptable and therefore agrees that this accord shall become effective on this date.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

Joseph J. JOVA

His Excellency Julio Philippi Izquierdo
Minister of Foreign Relations
Santiago