

No. 13364

**UNITED STATES OF AMERICA
and
ECUADOR**

**Agreement on immunities and privileges for the United
States Inter-American Geodetic Survey Mission.
Signed at Quito on 23 November 1973**

Authentic texts: English and Spanish.

Registered by the United States of America on 30 May 1974.

**ÉTATS-UNIS D'AMÉRIQUE
et
ÉQUATEUR**

**Accord relatif aux immunités et privilèges de la Mission
des États-Unis chargée des études géodésiques
interaméricaines. Signé à Quito le 23 novembre 1973**

Textes authentiques: anglais et espagnol.

Enregistré par les États-Unis d'Amérique le 30 mai 1974.

AGREEMENT¹ ON IMMUNITIES AND PRIVILEGES FOR THE UNITED STATES INTER-AMERICAN GEODETIC SURVEY MISSION BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF ECUADOR

The Government of the United States of America and the Government of the Republic of Ecuador:

Recognizing the desirability of concluding an agreement on immunities, franchises, and privileges for the United States Inter-American Geodetic Survey Mission in Ecuador, its officials, experts, and technicians, have agreed as follows:

One. The Inter-American Geodetic Survey Mission in the Republic of Ecuador may import for official use and under exemption from duties official emblems, flags, stationery, printed matter, office furniture and specialized equipment for implementing its proper projects, in such quantities as may be adequate to meet the requirements of operation and maintenance.

Two. Those items of furniture, stationery, specialized equipment and vehicles which are imported into Ecuador for official use of the Inter-American Geodetic Survey Mission under Clause One of this Agreement may be transferred by the Mission, preferably to the Military Geographic Institute, without payment of duties with the prior approval of the Ministry of Foreign Relations and the Ministry of Finance upon expiration of the period prescribed by the Law on Diplomatic, Consular and International Organization Immunities, Privileges and Franchises.

Three. The equipment and files of the Inter-American Geodetic Survey shall be inviolable and will enjoy immunity against search, seizure, expropriation, and any other type of intervention, whether originating in the administrative, executive, legal or legislative authorities, except for those cases which are expressly contemplated in the agreements celebrated between the Inter-American Geodetic Survey and the Military Geographic Institute concerning the matter and in the respective laws.

Four. For the purpose of recognizing the immunities, privileges and franchises granted hereunder to the Mission personnel it is essential that its officials, experts and technicians should meet the following requirements:

- (a) At the request of the competent Ecuadorean authority, to be officially accredited as a member of the Mission by the Embassy of the United States of America in Ecuador;
- (b) Not to be an Ecuadorean national;
- (c) To have a rank which should be equivalent at least to that of a Second Lieutenant in the Ecuadorean Army;
- (d) To receive compensation from the Government of the United States of America;

¹ Came into force on 23 November 1973 by signature, in accordance with section 16.

- (e) To be exclusively engaged in the performance of those functions to which he has been assigned;
- (f) Neither the incumbent nor his wife should own real property in Ecuador, and they should have no income other than that received from their Government or from their own property abroad;
- (g) His stay in Ecuador should be scheduled for a period of at least two years.

Five. The officials, experts, and technicians of the Mission, who are accredited as such under four above, shall enjoy immunity from Ecuadorean criminal jurisdiction, as well as from civil and administrative jurisdiction except in the following cases:

- (a) A real action on real property located in Ecuador;
- (b) A successorial action in which an official, expert or technician is acting in a private capacity as an executor, administrator, heir or legatee;
- (c) An action relating to any professional or commercial activities engaged in by an official, expert or technician in Ecuador apart from his legitimate official functions;
- (d) A legal action brought by an official, expert or technician against a third party before a court of law in the Republic, in which case he may not claim immunity during the entire proceedings and will be subject to the effects of the sentence passed;
- (e) An expressed waiver of immunity from jurisdiction in connection with a legal action in which he is acting as defendant, in which case he will be subject to the effects of the sentence passed.

Six. If an official, expert or technician of the Mission brings suit, he may not claim immunity in connection with any counter suit relating to the main action.

Seven. A Mission official, expert or technician shall, to the extent of his services rendered on behalf of the Government of the United States of America, be exempt from the social security provisions in force in Ecuador. Such exemption shall also apply to any private employees or servants who are exclusively in the employ of an official, expert or technician, provided that they are not Ecuadorean nationals, that they have not taken up permanent residence in Ecuador and that the Government of the United States of America or the official, expert or technician himself who has hired them is responsible for their social security coverage.

A Mission official, expert or technician who employs an Ecuadorean national who is therefore not covered by the preceding paragraph will be expected to discharge the obligations imposed upon employers by the labor and social security laws of Ecuador.

Eight. A Mission official, expert or technician shall be exempted from payment of any and all personal, real national, provincial or municipal taxes and assessments, with the following exceptions:

- (a) Indirect taxes such as those which are normally included in the prices of commodities or services;
- (b) Taxes or assessments on private real property located within Ecuadorean territory, unless the technician or expert owns such property for the account of the accrediting government and for the purposes of the Mission;

- (c) Inheritance taxes payable in the case mentioned in five (b) above;
- (d) Taxes and assessments on private income originating in Ecuador and taxes on capital investments in Ecuadorean companies, as well as on every transfer, registration or mortgage made in Ecuador on the private property of an official, expert or technician;
- (e) Taxes and assessments payable on services privately rendered;
- (f) Such taxes as the Ministry of Finance and the Ministry of Foreign Relations may determine to be payable in accordance with the spirit of this Agreement, such as payment for services, such as legal costs, water, electricity, sewerage and storage, port charges, consular duties, etc.

Nine. The dependents of an official, expert or technician who are living with him shall enjoy the immunities and privileges established by this Agreement, provided that they are not Ecuadorean nationals. Exemptions and releases may only be granted to the incumbent.

The dependents of an official, expert or technician are defined as his wife, his children under 21 years of age, his unmarried daughters of any age, and his parents or parents-in-law, who are permanently living with him, provided that they do not engage in private activities for profit.

Ten. Non-Ecuadorean personnel who come to this country to serve as domestic servants of an official, expert or technician will be exempted from payment of income tax; in all other aspects they shall be subject to the provisions in the Ecuadorean Immigration Law, as well as to the rules set forth in the reciprocal Agreement on the granting of non-immigrant visas which is in force between the Government of the United States of America and of the Republic of Ecuador.¹

Eleven. The Ecuadorean authorities may, through the Ministry of Foreign Relations, request that an official, expert or technician give testimony in a civil, commercial or criminal case of which a national court of law is taking cognizance. In such cases, if the official, expert or technician complies with such request, he may render a sworn statement in writing and it will not be necessary for him to appear personally before a legal authority.

Twelve. Those officials, experts, and technicians who are accredited as such under clause four above will have for their personal imports rated as free from duties those quotas established in the Law on Diplomatic, Consular and International Organization Immunities, Privileges and Franchises.

Thirteen. For importation of consumers' goods and automobiles the provisions in the Law referred to in the previous clause will apply to the Mission officials, experts and technicians.

Fourteen. The Mission officials, experts and technicians may sell the automobiles imported into the country under exemption from duties without paying any taxes, upon expiration of the minimum period established by the pertinent law, such period to begin on the date of importation of the vehicle. However, prior to the expiration of such period the sale of a vehicle will be permitted in the event of the transfer or death of the official, expert or

¹ United Nations, *Treaty Series*, vol. 477, p. 101.

technician. In such cases, the incumbent or his heirs shall pay duties for the time which has yet to elapse until completion of the respective period.

Fifteen. In all other aspects, the franchises, privileges and immunities which are recognized hereunder for the Mission officials, experts and technicians, shall be subject to the extent applicable, to the provisions set forth in the Law on Diplomatic, Consular and International Organization Immunities, Privileges and Franchises.

Sixteen. This Agreement will go into force effective on the date when it is signed and will remain in full force and effect until ninety days after the date on which either Government advises the other that it wishes to terminate it.

DONE in Quito, Ecuador, this twenty-third day of November one thousand nine hundred and seventy three, in the English and Spanish languages.

For the Government
of the United States of America:

[Signed]

ROBERT C. BREWSTER
American Ambassador

FIRMADO en Quito, Ecuador, el día veintitrés de Noviembre de mil novecientos setenta y tres, en los idiomas inglés y español.

Por el Gobierno
de la República del Ecuador:

[Signed — Signé]

ANTONIO JOSÉ LUCIO PAREDES
Ministro de Relaciones
Exteriores
