

## MILITARY AVIATION MISSION

*Agreement signed at Washington April 23, 1940*

*Entered into force April 23, 1940*

*Modified and extended by agreements of November 27 and December 23, 1942, and April 14, 1943,<sup>1</sup> and April 26 and May 15, 1946<sup>2</sup>*

*Expired April 23, 1949*

54 Stat. 2282; Executive Agreement Series 169

### AGREEMENT BETWEEN THE GOVERNMENTS OF THE UNITED STATES OF AMERICA AND THE REPUBLIC OF CHILE

In conformity with a request made by the Chilean Ambassador at Washington of the Secretary of State of the United States of America, the President of the United States of America, by virtue of the authority conferred by the Act of Congress, approved May 19, 1926,<sup>3</sup> entitled "an Act to authorize the President to detail officers and enlisted men in the United States Army, Navy and Marine Corps to assist the Governments of the Latin American Republics in military and naval matters", as amended by an Act of May 14, 1935,<sup>4</sup> to include the Commonwealth of the Philippine Islands, has authorized the detail of officers constituting a United States military mission to the Republic of Chile upon the following agreed conditions:

#### TITLE I

##### *Purpose and Duration*

Art. 1. The purpose of the Mission is to cooperate with the Chilean Ministry of National Defense and Commander in Chief of the Chilean Air Force in the development and functioning of the Chilean Air Force. Officers of the Mission will act wherever required by the Chilean Ministry of National Defense as tactical and technical advisers to the Chilean Air Force with regard to aviation.

Art. 2. The Mission shall continue for three years from the date of the signature of this agreement by the accredited representatives of the Governments of the United States of America and the Republic of Chile.

<sup>1</sup> EAS 315, *post*, p. 604.

<sup>2</sup> TIAS 1760, *post*, p. 623.

<sup>3</sup> 44 Stat. 565.

<sup>4</sup> 49 Stat. 218.

Art. 3. The agreement may be terminated if necessary in the interest of either Government upon notification duly delivered through diplomatic channels three months in advance.

Art. 4. Temporary assignments of officers additional to those enumerated in Title II may be arranged for shorter periods by mutual agreement, depending upon the circumstances in each case.

Art. 5. It is herein stipulated and agreed that while the Mission shall be in operation under this agreement, or under an extension thereof, the Government of the Republic of Chile will not engage the services of any mission or personnel of any other foreign government for the duties and purposes contemplated by this agreement, unless agreed to the contrary between the Government of the Republic of Chile and the Government of the United States of America.

## TITLE II

### *Composition and Personnel*

Art. 6. The Mission will be composed at the outset of the following officers of the Regular Army of the United States of America: one Major of the Air Corps; one Captain of the Air Corps and one First Lieutenant of the Air Corps. The senior officer will be Chief of the Mission, who will assure normally the direct relations of the Mission with the Ministry of National Defense and the Commander in Chief of the Air Force.

Art. 7. Any modifications in the composition of the Mission that may be considered advisable or necessary shall be mutually agreed upon in accordance with the provisions of Article 4.

## TITLE III

### *Duties, Rank and Precedence*

Art. 8. The members of the Mission shall be responsible solely to the Chilean Ministry of National Defense through the Chief of the Mission and shall act as tactical and technical advisers to the Chilean Air Force with regard to aviation.

Art. 9. In case of war between Chile and any other nation, the duties of the members of the Mission shall be immediately suspended and the Mission shall terminate within thirty days. In the case of other hostilities involving the Government of the Republic of Chile, the duties of the members of the Mission shall be immediately suspended, and at the option of the Government of the United States of America the Mission may be withdrawn immediately.

Art. 10. Precedence of officers composing the Mission with respect to Chilean officers shall be in accordance with their respective rank and seniority therein.

## TITLE IV

*Pay and Allowances*

Art. 11. The Government of the Republic of Chile shall pay to the members of the Mission compensation additional to such pay and allowances as the members may receive from the Government of the United States, in an amount to be determined for each member by the Government of the United States, but in no case to exceed fifty percent of the regular pay and allowances, exclusive of any increase authorized for duty involving flying which the members may receive from the Government of the United States of America. The said additional compensation shall be paid in equal monthly instalments and at the end of each month by the Government of the Republic of Chile in United States currency or in Chilean pesos at a rate agreed upon between the two Governments.

Art. 12. The additional compensation payable to the members of the Mission shall be computed from the date of their departure from New York and they shall continue to receive such additional compensation up to the date of their return to New York, after the completion of their services on the Mission, having proceeded each way by the usual sea route. Any member of the Mission who fails to fulfil the terms of the contract without just cause will receive additional compensation only up to the date of his departure from Santiago, except in the case of illness or termination of the contract of the Mission, in which cases payment will be made up to his arrival in New York.

Art. 13. It is further stipulated that the compensation received by members of the Mission shall not be subject to any Chilean tax now in force or which may hereafter be imposed. Should there, however, be at present or during the life of this agreement, any taxes which may affect the said compensation, such taxes shall be borne by the Chilean Ministry of National Defense in order to comply with the provisions before stipulated that the salaries agreed upon shall be net.

Art. 14. Except in the special cases specified in this contract, the Government of the Republic of Chile shall pay in advance the expenses of transportation in both directions, by land and by sea, of the members of the Mission and of their families, as well as of their household effects, baggage and automobiles, including costs of packing and crating, between their stations in the United States of America and their stations in the Republic of Chile. Officers and their families shall be furnished with first-class accommodations, families being construed as wives and dependent children throughout the contract. It is understood, however, that the accommodations and allowances for travel and transportation of effects shall not exceed allowances prevailing in the United States Army.

With respect to an officer detailed for less than one year, the Government of the Republic of Chile will not make provision for payment for transportation of the officer's family, household goods or automobile.

The household effects, baggage and automobiles of members of the Mission shall be exempt from customs duties and imposts of any kind in Chile. The Government of the Republic of Chile shall grant, upon the request of the Chief of Mission, free entry throughout the stay of the Mission in Chile for articles for the personal use of members of the Mission and their families.

Art. 15. Members of the Mission who may become ill during the period of duty in Chile shall be cared for by the Government of the Republic of Chile. Any member of the Mission unable to perform his duties with the Mission by reason of long continued physical disability shall be replaced.

Art. 16. If a member of the Mission or one of his family should die in Chile, the Government of the Republic of Chile shall have the body transported to such a place in the United States of America as the family shall designate. Should the deceased be a member of the Mission, the Government of the Republic of Chile shall pay the expenses of travel of the family and transportation of their effects to New York.

Art. 17. Each member of the Mission shall be entitled to two and one-half days leave with full pay for each month of service he performs with the Mission, which leave may be cumulative during the period of his service with the Mission. Members of the Mission may spend the said leave in Chile or other countries at such times as may be agreed upon with the appropriate Chilean authorities.

Art. 18. In case members of the Mission are required to travel on official business for the Government of the Republic of Chile, they shall receive the same per diem allowances and transportation allowances as those granted to officers of similar rank of the Chilean Air Force.

## TITLE V

### *Recall and Replacement of Members of the Mission*

Art. 19. If the public interest so requires, the Government of the United States of America may recall at any time any or all of the members of the Mission, substituting for them other officers acceptable to the Government of the Republic of Chile, all expenses in connection therewith being incumbent upon the Government of the United States of America. If on the request of the Government of the Republic of Chile, any member of the Mission is recalled for due and just cause other than the termination of his services or illness, all expenses connected with the return shall be incumbent upon the Government of the United States of America.

Art. 20. If cancellation of this contract be effected on the request of the Government of the United States of America, all expenses of the return of the Mission and of all personal effects thereof, to the United States, shall be

borne by the Government of the United States of America. Should cancellation be effected on the initiative of the Government of the Republic of Chile, or because of the provisions set forth in Article 9 of this contract, the said costs shall be borne by the Government of the Republic of Chile.

Art. 21. IN FAITH WHEREOF, the undersigned, being duly authorized, have signed the present contract, affixing their respective seals hereto. Done in duplicate, in the English and Spanish languages, both texts being authentic, at Washington, District of Columbia, United States of America, the twenty-third day of April of 1940.

CORDELL HULL      [SEAL]  
A. CABERO         [SEAL]