

## MILITARY AVIATION MISSION

*Agreement signed at Washington October 7, 1946*

*Entered into force October 7, 1946*

*Amended by agreement of April 26, May 2 and 21, and July 15, 1960<sup>1</sup>*

*Extended by agreements of September 29 and October 31, 1950,<sup>2</sup> and March 15 and June 2, 1961<sup>3</sup>*

*Terminated August 26, 1969<sup>4</sup>*

61 Stat. 2398; Treaties and Other  
International Acts Series 1562

### AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF PERU FOR ESTABLISHING A UNITED STATES ARMY AIR FORCES MISSION FOR THE PURPOSE OF INSTRUCTION OF THE PERSONNEL OF THE PERUVIAN AIR CORPS

In conformity with the request of the Government of the Republic of Peru 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 of the Army of the United States of America and of the United States Navy to constitute a Military Aviation Mission to the Republic of Peru under the conditions specified below :

#### TITLE I

##### *Purpose and Duration*

ARTICLE 1. The purpose of this Mission is to cooperate with the Minister of Aeronautics of Peru and with the Officers of the Peruvian Air Corps, with a view to enhancing the efficiency of the Peruvian Air Corps.

ARTICLE 2. This Mission shall continue for a period of four (4) 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 Peru, unless previously terminated or extended as hereinafter provided.

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<sup>1</sup> 11 UST 1982; TIAS 4548.

<sup>2</sup> 3 UST 351; TIAS 2395.

<sup>3</sup> 15 UST 2489; TIAS 5742.

<sup>4</sup> Pursuant to notice of termination given by Peru May 26, 1969.

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 Peru 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.

ARTICLE 4. This Agreement may be terminated before the expiration of the period of four 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 Peru in case either country becomes involved in domestic or foreign hostilities.

ARTICLE 6. The members of this Mission are permitted and may be authorized to represent the United States of America on any commission or in any other capacity relating to military cooperation for the defense of the hemisphere without prejudice to this Agreement in conformity with the inter-American and international pacts which have been ratified by the Government of the United States of America and the Government of Peru.

## TITLE II

### *Composition and Personnel*

ARTICLE 7. This Mission shall consist of members of the personnel of any corps of the Army of the United States of America or of the United States Navy as may be requested by the Minister of Aeronautics through his authorized representative in Washington and agreed upon by the War and Navy Departments of the aforementioned Government.

ARTICLE 8. This Mission may be composed of such additional personnel of the Army of the United States of America or of the United States Navy as the Chief of Mission, with the approval of the Minister of Aeronautics, considers indispensable for the accomplishment of his duties as Chief of Mission in Peru, provided that such additional personnel shall not require any expenditures by the Government of Peru and shall be subject to all the requirements set forth herein with respect to the personnel assigned to the Mission in accordance with the provisions of the preceding article.

## TITLE III

*Duties, Rank, and Precedence*

ARTICLE 9. The personnel of the Mission shall perform such duties as may be agreed upon between the Minister of Aeronautics of Peru and the Chief of the Mission. All of these services shall be performed in accordance with the laws and regulations of the Government of Peru.

ARTICLE 10. The members of the Mission shall be responsible solely to the Minister of Aeronautics of Peru, through the Chief of the Mission.

ARTICLE 11. Each member of the Mission shall serve on the Mission with the rank he holds in the United States Army or Navy and shall wear the uniform of his rank in the United States Army or Navy and shall have precedence over all Peruvian Officers of the same rank.

ARTICLE 12. Each member of the Mission shall be entitled to all benefits or privileges which the Regulations of the Peruvian Air Corps provide for Peruvian Officers and enlisted personnel with regard to rank and position.

ARTICLE 13. The personnel of the Mission shall be governed by the disciplinary regulations of the United States Army or Navy.

## TITLE IV

*Compensation and Perquisites*

ARTICLE 14. The Members of the Mission shall receive from the Government of Peru a net monthly compensation computed in Peruvian currency. This compensation shall be paid monthly in Peruvian national currency, due and payable on the last day of each month. The scale of pay, allowances, and subsistence of each member of the Mission shall be equal to that established in the Peruvian Air Force for personnel of corresponding rank and position.

Compensation shall not be subject to any tax, now or hereafter in effect, of the Government of Peru or 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 paid by the Ministry of Aeronautics in order to comply with the provisions of this Article that the compensation agreed upon shall be net.

ARTICLE 15. The compensation agreed upon in the preceding Article shall begin on the date of departure from the United States of America of each member of the Mission, and shall continue after the termination of his service with the Mission during his return trip to the United States of America and thereafter for the period of any accumulated leave to which he is entitled.

ARTICLE 16. 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 Peru, and such payment shall be computed for travel by

the shortest usually traveled route, regardless of the route and method of travel used by the said detached member of the Mission.

ARTICLE 17. Each member of the Mission and each member of his family shall be provided by the Government of Peru with first-class accommodations for travel required and performed under this Agreement, by the shortest usually traveled route between a port in the United States of America and his official residence in Peru, both for the outward and for the return voyage.

The expenses of shipment of the household effects, baggage and automobile of each member of the Mission between a port in the United States of America and his official residence in Peru shall also be paid by the Government of Peru; this shall include all necessary expenses incident to unloading from the steamer upon arrival in Peru, cartage between the ship and the residence in Peru, and packing and loading on board the steamer upon departure from Peru.

The transportation of such household effects, baggage and automobile shall be made in a single shipment and all subsequent shipments shall be at the expense of the respective members of the Mission except when necessitated by circumstances beyond their control. Payment by the Government of Peru of the expenses for the transportation of the families, household effects, baggage and automobiles of personnel who may join the Mission for temporary service at the request of the Minister of Aeronautics shall not be at the expense of the Peruvian Government.

ARTICLE 18. The Government of Peru shall allot in the budget of the Ministry of Aeronautics an amount adequate to pay customs duties on articles, including those mentioned in Article 17 of this Agreement, imported by members of the Mission, who shall be granted the scale of exemptions allowed the diplomatic corps accredited to the Government of Peru, in accordance with the following classification:

- The Chief of the Mission, in the category of Resident Minister,
- The Senior Officers, in the category of Chargé d'Affaires,
- The Junior Officers (Captain and Lieutenants), in the category of Counsellors,
- The Enlisted Personnel, in the category of Second Secretary.

All duties and taxes for the importation of articles which exceed the exemption granted shall be paid by the member of the Mission concerned and not by the Government of Peru.

ARTICLE 19. If any member serving on the Mission pursuant to Article 7 of the present Agreement should, at the termination of his service with the Mission and prior to his return to the United States of America, desire to sell in the Peruvian market his household effects, baggage, and personal automobile which were imported free of duty and for which transportation was paid by the Government of Peru in accordance with the provisions of

Article 17 of this Agreement, he shall be required to give the Government of Peru priority in the purchase of said articles, discounting from the sale price the value of transportation and customs duties.

For such a sale, the Chief of the Mission and the authorized representative of the Minister of Aeronautics shall confer, and in case the prices of the articles are not satisfactory to the Government of Peru, the sale or return to the United States of America shall be authorized. In the latter case, the first paragraph of Article 17 of this Agreement shall be applicable.

ARTICLE 20. If the services of any member of the Mission should be terminated by the Government of the United States of America, except as established in the provisions of Article 5, before the completion of two years of service, the provisions of Article 17 shall not apply to the return trip. If the services of any member of the Mission should terminate before the completion of two years' service by reason of termination of the Mission or for reasons contemplated in Article 5, each member shall receive from the Government of Peru compensation for the return trip expenses and compensation for vacations in the proportion resulting between the effective period of services rendered and the normal time of two years' service. However, if the Government of the United States of America should recall any member for breach of discipline, the cost of the return trip to the United States of America of such a member, his family, household effects, baggage or automobile shall not be borne by the Government of Peru.

ARTICLE 21. Compensation and payments for transportation and traveling expenses while on duty within the territory of the Republic of Peru on official business of the Government of Peru shall be provided by the Ministry of Aeronautics in accordance with the provisions of Article 12 of Title III of this Agreement.

ARTICLE 22. The Government of Peru 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 a launch properly equipped, shall on call be made available by the Government of Peru for use of the members of the Mission for the conduct of the official business of the Mission.

ARTICLE 23. The Government of Peru shall grant to the personnel of the Mission blanket authorization to make flights in Peru in United States aircraft or in Peruvian aircraft which shall be made available, as necessary in the conduct of the official business of the Mission, as well as such periodic flights as may be required to maintain their proficiency as aviators. No liability shall be incurred by any member of the Mission or by the Government of the United States of America for damage to property or equipment or for injury or death to others as the result of any accident in which a member of the Mission may be involved while engaged in flights in accordance with the provisions of this Agreement.

Reciprocally, the Government of the United States of America may grant blanket flight authorization to any member of the Peruvian Air Force to make flights within the territory of Peru as a passenger in any United States Army Air Force plane which has been made available to the Mission for the performance of its duties as defined in this Agreement.

ARTICLE 24. The Government of Peru shall provide suitable office space and adequate facilities for the Mission, including suitable facilities for parking and storage for the airplanes assigned to the Mission.

ARTICLE 25. If any member of the Mission or any member of his family should die in Peru, the Government of Peru 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 Peru shall not exceed the cost of transporting the remains from the place of decease to the City of New York. 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 the City of New York for the family of the deceased member and for their household effects, baggage and automobile shall be provided as prescribed in Article 17. All compensation due the deceased member, including salary for the fifteen (15) days following his death, and reimbursement due the deceased member for expenses and transportation on trips made on official business of the Government of Peru, 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 he was serving under the terms of this Agreement; but the widow or other person shall not be compensated for accrued leave due but not taken by the deceased. All compensations due the widow or other persons designated by the deceased under the provisions of this Article, shall be paid before the departure of the widow or such other person from Peru and within fifteen (15) days after the death of the member.

## TITLE V

### *Requisites and Conditions*

ARTICLE 26. So long as this Agreement, or any extension thereof, is in effect, the Government of Peru shall not engage the services of any personnel of any other foreign government for duties of any nature connected with the Peruvian Air Force, except by mutual agreement between the Government of the United States of America and the Government of Peru.

ARTICLE 27. 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 28. Throughout this Agreement the term "family" is limited to mean wife and dependent children.

ARTICLE 29. 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 not be cumulative from year to year during service as a member of the Mission.

The leave specified in the preceding paragraph may be spent in the Republic of Peru, in the United States of America, or in other countries, 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 paragraph.

ARTICLE 30. The Government of Peru agrees to grant the leave specified in Article 29 upon receipt of written application, approved by the Chief of the Mission with due consideration for the convenience of the Government of Peru.

ARTICLE 31. Members of the Mission that 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 32. The Government of Peru 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 may be attended by medical authorities of the Peruvian Air Force who shall determine, by mutual agreement with the Chief of the Mission, the need for hospitalization and the hospital where he will be hospitalized.

All expenses incurred as the result of such illness or injury while the patient is a permanent member of the Mission in Peru as prescribed in Article 7, shall be paid by the Government of Peru. 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 will be paid by the Government of Peru.

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 12.

ARTICLE 33. Any member of the Mission unable to discharge his duties with the Mission by reason of prolonged physical disability shall be replaced; however, the expenses of his return trip prior to the completion of two years of service with the Mission shall be borne by the Government of the United States of America.

## TITLE VI

*Common and Individual Obligations of the Members of the Mission*

ARTICLE 34. The Mission as an organized entity directed by its Chief is under obligation to inform and advise the Peruvian Government through the Minister of Aeronautics, the methods which it believes necessary to adopt in order to organize and elevate to the highest degree of efficiency the fighting forces of the Peruvian Air Corps, in keeping with the potential capacity of the Republic of Peru.

ARTICLE 35. Each member of the Mission in his capacity as advisor in the department to which he has been assigned, in accordance with Article 9, shall be required to propose the most expedient means for planning the instruction, organization and functioning of the Department to which he has been assigned. These proposals may be submitted directly to the Chief of the Department or to the Peruvian officer to whom the Mission member is assigned for duty without necessity of transmitting such proposals through the Chief of the Mission.

ARTICLE 36. Each member of the Mission shall be capable of conceiving and producing plans of organization, instruction, etc. for the Peruvian Air Forces in his respective specialty. It will not be an indispensable requisite to read, speak, or understand Spanish, but each Mission member shall be expected to understand that language within a short time following his arrival in Peru.

IN WITNESS WHEREOF, the undersigned, Dean Acheson, Acting Secretary of State of the United States of America, and Jorge Prado, Ambassador Extraordinary and Plenipotentiary of the Republic of Peru to the United States of America, duly authorized thereto, have signed this Agreement in duplicate in the English and Spanish languages, at Washington, this seventh day of October, one thousand nine hundred and forty-six.

For the Government of the United States of America:

DEAN ACHESON

For the Government of the Republic of Peru:

JORGE PRADO