MILITARY AVIATION MISSION

Agreement signed at Washington October 27, 1943
Entered into force October 27, 1943
Extended by agreements of October 25 and November 20, 1947;[1] *May 31 and July 30, 1951;*[2] *and July 22, 1955*[3]
Amended by agreements of July 22, 1955,[3] *and February 20 and March 30, 1959*[4]

57 Stat. 1100; Executive Agreement Series 343

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF PARAGUAY

In conformity with the request of the Government of the Republic of Paraguay 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 to constitute a Military Aviation Mission to the Republic of Paraguay under the conditions specified below:

TITLE I

Purpose and Duration

ARTICLE 1. The purpose of this Mission is to cooperate with the Commander-in-Chief of the Armed Forces of the Republic of Paraguay and with the personnel of the Paraguayan Air Force with a view to enhancing the efficiency of the Paraguayan Air Force.

ARTICLE 2. This Mission shall continue for a period of four 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 the Republic of Paraguay, unless previously terminated or extended as hereinafter provided. 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 the Republic of Paraguay should desire that the services of the Mission be extended beyond the stipulated period, it

[1] 141 UNTS 408.
[2] 3 UST 4297; TIAS 2578.
[3] 6 UST 2923; TIAS 3339.
[4] 10 UST 842; TIAS 4221.

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 the Republic of Paraguay at any time during a period when either Government is involved in domestic or foreign hostilities.

TITLE II

Composition and Personnel

ARTICLE 6. This Mission shall consist of such personnel of the United States Army Air Corps as may be agreed upon by the Commander-in-Chief of the Armed Forces of the Republic of Paraguay through its authorized representative in Washington and by the War Department of the United States of America.

TITLE III

Duties, Rank and Precedence

ARTICLE 7. The personnel of the Mission shall perform such duties as may be agreed upon between the Commander-in-Chief of the Armed Forces of the Republic of Paraguay and the Chief of the Mission.

ARTICLE 8. The members of the Mission shall be responsible solely to the Commander-in-Chief of the Armed Forces of the Republic of Paraguay, through the Chief of the Mission.

ARTICLE 9. Each member of the Mission shall serve on the Mission with the rank he holds in the United States Army Air Corps and shall wear the uniform of his rank in the United States Army Air Corps but shall have precedence over all Paraguayan officers of the same rank.

ARTICLE 10. Each member of the Mission shall be entitled to all benefits and privileges which the Regulations of the Paraguayan Air Force provide for Paraguayan officers and subordinate personnel of corresponding rank.

ARTICLE 11. The personnel of the Mission shall be governed by the disciplinary regulations of the United States Army Air Corps.

TITLE IV

Compensation and Perquisites

ARTICLE 12. Members of the Mission shall receive from the Government of the Republic of Paraguay such net annual compensation as may be agreed upon between the Government of the United States of America and the Government of the Republic of Paraguay for each member. This compensation shall be paid in twelve (12) equal monthly instalments, each due and payable on the last day of the month. The compensation shall not be subject to any tax, now or hereafter in effect, of the Government of the Republic of Paraguay or of 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 borne by the Commander-in-Chief of the Armed Forces of the Republic of Paraguay in order to comply with the provision of this Article that the compensation agreed upon shall be net.

ARTICLE 13. The compensation agreed upon as indicated in the preceding Article shall commence upon the date of departure from the United States of America of each member of the Mission, and, except as otherwise expressly provided in this Agreement, shall continue, following the termination of duty with the Mission, for the return voyage to the United States of America and thereafter for the period of any accumulated leave which may be due.

ARTICLE 14. 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 the Republic of Paraguay, and such payment shall be computed for travel by the shortest usually traveled route to the port of entry in the United States of America, regardless of the route and method of travel used by the member of the Mission.

ARTICLE 15. Each member of the Mission and each dependent member of his family shall be provided with first-class accommodations for travel required and performed under this Agreement by the shortest usually traveled route between the port of embarkation in the United States of America and his official residence in the Republic of Paraguay, and from his official residence in the Republic of Paraguay to the port of debarkation in the United States of America. Each member of the Mission shall be reimbursed for the expenses of shipment of his household effects and baggage; such reimbursement shall include all necessary expenses incident to unloading from the steamer upon arrival in the Republic of Paraguay, cartage between the ship and the residence in the Republic of Paraguay, and packing and loading on board the steamer upon departure from the Republic of Paraguay. The cost of this transportation for members of the Mission, dependent members of their

families, their household effects and baggage shall be borne by the Government of the United States of America. The transportation of such household effects and baggage 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 the result of circumstances beyond their control. The provisions of this Article shall likewise apply to officers and enlisted men who are subsequently detailed to the Republic of Paraguay for temporary duty, as additional personnel, or replacements for members of the Mission.

ARTICLE 16. The Government of the Republic of Paraguay shall grant, upon request of the Chief of the Mission, exemption from customs duties on articles imported by the members of the Mission for their personal use and for the use of members of their families.

ARTICLE 17. Compensation for transportation and traveling expenses in the Republic of Paraguay on official business of the Government of the Republic of Paraguay shall be provided by the Government of the United States of America.

ARTICLE 18. The Government of the Republic of Paraguay shall provide the Chief of the Mission with suitable motor transportation with chauffeur, for use on official business. Suitable motor transportation with chauffeur, and when necessary an airplane properly equipped, shall on call be made available by the Government of the Republic of Paraguay for use by the members of the Mission for the conduct of the official business of the Mission.

ARTICLE 19. The Government of the Republic of Paraguay shall provide suitable office space and facilities for the use of the members of the Mission.

TITLE V

Requisites and Conditions

ARTICLE 20. So long as this Agreement, or any extension thereof, is in effect, the Government of the Republic of Paraguay shall not engage the services of any personnel of any other foreign government for duties of any nature connected with the Paraguayan Air Force, except by mutual agreement between the Government of the United States of America and the Government of the Republic of Paraguay.

ARTICLE 21. 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 22. Throughout this Agreement the term "family" is limited to mean wife and dependent children.

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ARTICLE 23. 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 be cumulative from year to year during service as a member of the Mission.

ARTICLE 24. The leave specified in the preceding Article may be spent in the Republic of Paraguay, 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 Article.

ARTICLE 25. The Government of the Republic of Paraguay agrees to grant the leave specified in Article 23 upon receipt of written applications, approved by the Chief of the Mission with due consideration for the convenience of the Government of the Republic of Paraguay.

ARTICLE 26. 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 27. The Government of the Republic of Paraguay 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 shall, at the discretion of the Chief of the Mission, be placed in such hospital as the Chief of the Mission deems suitable, after consultation with the Commander-in-Chief of the Armed Forces of the Republic of Paraguay, and all expenses incurred as the result of such illness or injury while the patient is a member of the Mission and remains in the Republic of Paraguay shall be paid by the Government of the Republic of Paraguay. 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 shall be paid by the Government of the Republic of Paraguay. 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 10.

ARTICLE 28. Any member of the Mission unable to perform his duties with the Mission by reason of long continued physical disability shall be replaced.

IN WITNESS WHEREOF, the undersigned, Edward R. Stettinius, Jr., Acting Secretary of State of the United States of America, and Celso R. Velázquez, Ambassador Extraordinary and Plenipotentiary of the Republic of Paraguay in Washington, duly authorized thereto, have signed this Agreement in dupli-

cate in the English and Spanish languages, in Washington, this twenty-seventh day of October, one thousand nine hundred and forty-three.

For the Government of the United States of America:
E. R. STETTINIUS Jr. [SEAL]
Acting Secretary of State
of the United States of America

For the Government of the Republic of Paraguay:
CELSO R. VELÁZQUEZ [SEAL]
Ambassador Extraordinary and Plenipotentiary
of the Republic of Paraguay in Washington