

MILITARY AVIATION MISSION

Agreement signed at Washington December 12, 1940

Entered into force December 12, 1940

Amended by agreements of April 30, 1941; ¹ March 23 and May 17, 1949; ² and February 25 and May 23, 1959 ³

Extended by agreements of June 13 and July 13, 1944 (for four years); ⁴ March 23 and May 17, 1949 (for two years); ² and May 10 and 23, 1955 (indefinitely)⁵

54 Stat. 2437; Executive Agreement Series 189

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

In conformity with the request of the Government of the Republic of Ecuador 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 Ecuador under the conditions specified below:

TITLE I

Purpose and Duration

ARTICLE 1. The purpose of this Mission is to cooperate with the Minister of National Defense of Ecuador and with the personnel of the Ecuadoran Air Force with a view to enhancing the efficiency of the Ecuadoran 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 and the Government of Ecuador, unless previously terminated or extended as hereinafter provided. Any member of the Mission may be recalled by the Government of the United States after the expiration of two years of service, in which case another member shall be furnished to replace him.

¹ EAS 207, *post*, p. 361.

² TIAS 1942, *post*, p. 453.

³ 10 UST 1095; TIAS 4249.

⁴ Not printed.

⁵ 6 UST 773; TIAS 3219.

ARTICLE 3. If the Government of Ecuador 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 in the public interest of the United States, 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 Ecuador or the Government of the United States in case either country becomes involved in domestic or foreign hostilities.

TITLE II

Composition and Personnel

ARTICLE 6. This Mission shall consist of a Chief of Mission of the rank of Colonel, Lieutenant Colonel or Major on active service in the United States Army Air Corps and such other personnel of the United States Army Air Corps as may subsequently be agreed upon between the Ministry of National Defense of Ecuador, through its authorized representative in Washington, and the War Department of the United States.

TITLE III

Duties, Rank and Precedence

ARTICLE 7. The personnel of the Mission shall perform such duties as may be agreed upon between the Minister of National Defense of Ecuador and the Chief of the Mission.

ARTICLE 8. The members of the Mission shall be responsible solely to the Minister of National Defense of Ecuador, 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 Ecuadoran officers of the same rank.

ARTICLE 10.⁶ Each member of the Mission shall be entitled to all benefits or privileges which the Regulations of the Ecuadoran Air Force provide for Ecuadoran officers and subordinate personnel of corresponding rank.

⁶ For an amendment in the payment and benefit procedures under arts. 10, 12, 13, 14, 16, 17, 18, 19, 23, and 27, see agreement of Feb. 25 and May 22, 1959 (10 UST 1095; TIAS 4249).

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 Ecuador such net annual compensation as may be agreed upon between the Government of the United States and the Government of Ecuador for each member. This compensation shall be paid in twelve (12) equal monthly installments, 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 Ecuador 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 Ministry of National Defense of Ecuador in order to comply with the provision of this Article that the compensation agreed upon shall be net.

ARTICLE 13. The compensation agreed upon in the preceding Article shall begin upon the date of departure from the United States of each member of the Mission and, except as otherwise expressly provided in this Agreement, shall continue after the termination of his service with the Mission during his return trip to the United States and thereafter for the period of any accumulated leave to which he is entitled.

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 Ecuador, and such payment shall be computed for travel by the shortest usually travelled sea route regardless of the route and method of travel used by the member of the Mission.

ARTICLE 15. The Government of Ecuador 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 16. Compensation for transportation and travelling expenses in the Republic of Ecuador on official business of the Government of Ecuador shall be provided by the Government of Ecuador in accordance with the provisions of Article 10.

ARTICLE 17. The Government of Ecuador 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 an airplane properly equipped, shall on call be made available by the Government of Ecuador for use by the members of the Mission for the conduct of the official business of the Mission.

ARTICLE 18. The Government of Ecuador shall provide suitable office space and facilities for the use of the members of the Mission.

ARTICLE 19. If any member of the Mission should die while he is serving under the terms of this Agreement, 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 Ecuador, 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; 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 person designated by the deceased, under the provisions of this Article, shall be paid within fifteen (15) days after the death of the member.

TITLE V

Requisites and Conditions

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

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.

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 portion 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 Ecuador, in the United States or in other countries, but the expenses 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, including sea travel, shall count as leave and shall not be in addition to the time authorized in the preceding Article.

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

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 Ecuador 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 Ecuadoran Air Force authorities, and all expenses incurred as the result of such illness or injury while the patient is a member of the Mission and remains in Ecuador shall be paid by the Government of Ecuador. 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 Ecuador. 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, Cordell Hull, Secretary of State of the United States of America, and Colón Eloy Alfaro, Ambassador of the Republic of Ecuador, duly authorized thereto, have signed this Agreement in duplicate in the English and Spanish languages, at Washington, District of Columbia, United States of America, this twelfth day of December 1940.

CORDELL HULL [SEAL]
C. E. ALFARO [SEAL]