

DETAIL OF MILITARY OFFICER AS DIRECTOR OF POLYTECHNIC SCHOOL

Agreement signed at Washington March 28, 1939
Entered into force March 28, 1939
Expired March 28, 1941

53 Stat. 2431; Executive Agreement Series 155

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

In conformity with a request of the Government of the Republic of Guatemala, the President of the United States of America, by virtue of the authority conferred by the Act of Congress, approved May 19, 1926, entitled "An Act to authorize the President to detail officers and enlisted men of the United States Army, Navy and Marine Corps to assist the Governments of the Latin American Republics in military and naval matters",¹ as amended by an Act of May 14, 1935,² to include the Commonwealth of the Philippine Islands, has authorized the detail of an officer to the Republic of Guatemala upon the following agreed conditions:

TITLE I

Purpose and Duration

Art. 1. The duties of the officer so detailed shall be to serve as Director of the Polytechnic School of the Republic of Guatemala.

Art. 2. This agreement shall continue in force for two years from the date of the signature by the accredited representatives of the Governments of the United States of America and the Republic of Guatemala.

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. The Ministry of War of Guatemala will grant to the officer detailed under this contract the assimilated rank of General de Brigada for the duration of this contract.

¹ 44 Stat. 565.

² 49 Stat. 218.

Art. 5. The officer detailed under this contract shall be solely responsible to the Minister of War.

Art. 6. The officer detailed under this contract shall receive from the Guatemalan Government pay and allowances equal, net, to 50 percent of and additional to the pay and allowances which he receives from the Government of the United States, but such additional pay and allowances shall not exceed the sum of Three Hundred Dollars, current money of the United States of America, for any one month. The pay and allowances to be received from the Guatemalan Government shall be paid monthly in United States currency on the last day of each month in the full amount accrued to and including that day. Should the officer while so serving be promoted in the United States Army, he shall receive from the Government of the Republic of Guatemala proportionate pay and allowances for his new rank as established according to United States Army Regulations, payable as from the date of his promotion. The pay and allowances due the officer from the Guatemalan Government shall be computed from the day that he arrives at the capital of Guatemala and shall terminate on the day on which the contract is completed or is otherwise terminated as provided herein.

Art. 7. It is further stipulated that the compensation received by the officer detailed under this contract shall not be subject to any Guatemalan tax now in force or which may hereafter be imposed, but 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 Guatemalan Ministry of War in order to comply with the provisions stipulated above that the pay and allowances agreed upon shall be net.

Art. 8. The expenses of transportation by land and sea of the officer detailed under this contract, his family, household effects and baggage, including automobile, from his station in the United States of America to his place of duty in Guatemala, shall be paid in advance by the Guatemalan Government, these expenses to include the cost of packing and crating; and, except as provided in article 9 hereof, the Guatemalan Government shall also pay in advance the expense of transportation, as above defined, covering the return journey from the officer's place of duty in Guatemala to his station in the United States of America. The officer and his family shall be furnished with first-class transportation accommodations, family being construed as wife and dependent children throughout the contract. It is understood, however, that the accommodations and allowances for travel and transportation of effects shall not exceed the allowances to which the officer detailed under this contract would be entitled, for himself and his family, by virtue of his rank in the Army of the United States of America.

The household effects, baggage and automobile of this officer shall be exempt from customs duties and imposts of any kind in Guatemala.

Art. 9. If cancellation of this contract be effected upon request of the United States of America for any reason other than war between Guatemala and a foreign government or civil war in Guatemala, all expenses of the return of the officer detailed under this contract, his family and all his effects, to his station in the United States shall be borne by the Government of the United States of America; should cancellation be effected on the initiative of the Guatemalan Government or as a result of war between Guatemala and a foreign government, or as the result of the outbreak of civil war in Guatemala, the Guatemalan Government shall bear these costs.

In witness whereof two copies are signed, in English and in Spanish, both originals, in the city of Washington, D.C., this twenty-eighth day of March 1939.

CORDELL HULL [SEAL]
ADRIAN RECINOS [SEAL]