

## DETAIL OF MILITARY OFFICER AS ADVISER TO MINISTER OF FOREIGN AFFAIRS

*Agreement signed at Washington July 7, 1942*

*Entered into force July 7, 1942*

*Extended annually by agreements of July 6 and August 5, 1943;<sup>1</sup>  
April 26 and May 18, 1944;<sup>2</sup> February 27 and April 7, 1945;<sup>3</sup>  
February 20, April 17, August 28, and October 17, 1946;<sup>3</sup>  
July 5 and 22, 1947;<sup>3</sup> June 4 and July 23, 1948;<sup>3</sup> January 24  
and April 1, 1949;<sup>3</sup> January 30 and February 16, 1950;<sup>3</sup> and  
June 26 and August 7, 1951<sup>3</sup>*

*Extended for 5 years by agreements of January 10, February 26, and  
July 9 and 21, 1952;<sup>4</sup> and July 25 and October 2, 1957<sup>5</sup>*

*Extended indefinitely by agreement of March 26 and July 6, 1962<sup>6</sup>  
Amended by agreements of February 17, March 23, September 22,  
and November 6, 1959;<sup>7</sup> and September 20 and October 8,  
1962<sup>8</sup>*

56 Stat. 1545; Executive Agreement Series 258

### AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF PANAMA

In conformity with the request of the Acting Minister of Foreign Affairs of the Republic of Panama to the Secretary of State of the United States of America, the President of the United States of America has authorized the appointment of an officer of the United States Army to serve in the Republic of Panama under the conditions specified below:

#### TITLE I

##### *Duties and Duration*

ARTICLE 1. The Government of the United States of America shall place at the disposal of the Government of the Republic of Panama the

<sup>1</sup> 57 Stat. 1052; EAS 336.

<sup>2</sup> 58 Stat. 1377; EAS 414.

<sup>3</sup> Not printed here.

<sup>4</sup> 3 UST 4962; TIAS 2669.

<sup>5</sup> 8 UST 1626; TIAS 3917.

<sup>6</sup> 13 UST 2598; TIAS 5226.

<sup>7</sup> 12 UST 718; TIAS 4773.

<sup>8</sup> 13 UST 2600; TIAS 5226.

technical and professional services of an officer of the United States Army to serve as adviser to the Minister of Foreign Affairs on subjects pertaining to the defense of the Republic of Panama.

ARTICLE 2. The officer detailed to this duty by the Government of the United States of America shall be Colonel Horace S. Eakins, of the United States Army, or another officer of similar qualifications in replacement if necessary as may mutually be agreed upon by the Government of the United States of America and the Government of the Republic of Panama.

ARTICLE 3. This Agreement shall come into force on the date of signature and shall continue in force for a period of one year, unless previously terminated as hereinafter stipulated.

ARTICLE 4. If the Government of the Republic of Panama should desire that the services of the officer be extended beyond the period stipulated in Article 3, it shall make a written proposal to that effect six months before the expiration of this Agreement.

ARTICLE 5. This Agreement may be terminated before the expiration of the period of one year prescribed in Article 3, or before the expiration of the extension authorized in Article 4, 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 officer 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 6. Should the officer become unable to perform his duties by reason of continued physical disability, he shall be replaced.

## TITLE II

### *Requisites and Conditions*

ARTICLE 7. The officer shall serve in the Republic of Panama with the rank he holds in the United States Army, and shall wear the uniform of his rank in the United States Army.

ARTICLE 8. The officer shall be governed by the disciplinary regulations of the United States Army.

ARTICLE 9. The officer shall be responsible directly and solely to the Minister of Foreign Affairs of the Republic of Panama.

ARTICLE 10. During the period this officer is detailed under this Agreement or any extension thereof, the Government of the Republic of Panama shall not engage the services of any personnel of any other foreign government for the duties and purposes contemplated by this Agreement.

ARTICLE 11. This officer shall not divulge nor by any means disclose to any foreign government or to any person whatsoever any secret or confi-

dential matter of which he may become cognizant as a natural consequence of his functions, or in any other way, it being understood that this requisite honorably continues even after the expiration or cancellation of the present Agreement or extension thereof.

ARTICLE 12. Throughout this Agreement the term "family" of the officer is limited to mean wife and dependent children.

ARTICLE 13. The officer 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 the service of the officer under this Agreement.

ARTICLE 14. The leave specified in Article 13 may be spent in foreign countries, subject to the standing instructions of the War Department of the United States of America concerning visits abroad. In all cases the said leave, or portions thereof, shall be taken by the officer only after consultation with the Minister of Foreign Affairs of the Republic of Panama with a view to ascertaining the mutual convenience of the Government of the Republic of Panama and the officer in respect to this leave.

ARTICLE 15. The expenses of travel and transportation not otherwise provided for in this Agreement shall be borne by the officer in taking such leave. All travel time shall count as leave and shall not be in addition to the time authorized in Article 13.

### TITLE III

#### *Compensations*

ARTICLE 16. For the services specified in Article 1 of this Agreement, the officer shall receive from the Government of the Republic of Panama such net annual compensation expressed in United States currency as may be agreed upon between the Government of the United States of America and the Government of the Republic of Panama. This compensation shall be paid in twelve (12) monthly installments, as nearly equal as possible, each due and payable on the last day of the month. Payment may be made in the Panamanian national currency. Payments made outside of the Republic of Panama shall be in the national currency of the United States of America. The compensation shall not be subject to any tax, now or hereafter in effect, of the Government of the Republic of Panama 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 Foreign Affairs of the Republic of Panama.

ARTICLE 17. The compensation set forth in Article 16 shall begin on the date of departure of the officer from the United States of America, and it shall continue after the termination of his services in the Republic of

Panama, 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 18. The compensation due for the period of the return trip and accumulated leave shall be paid to the officer before his departure from the Republic of Panama, and such payment shall be computed for travel by sea, air or land or any combination thereof to the actual port of entry of the United States of America.

ARTICLE 19. The officer and his family shall be provided by the Government of the Republic of Panama with first-class accommodations for travel required and performed under this Agreement between the port of embarkation from the United States of America and his official residence in the Republic of Panama, both for the outward and for the return voyage. The expenses of transportation by land and sea of the officer's household effects and baggage, including automobile, from the port of embarkation in the United States of America to the Republic of Panama and return, shall also be paid by the Government of the Republic of Panama. These expenses shall include all necessary costs incidental to unloading from the steamer upon arrival in the Republic of Panama, cartage from the ship to the officer's residence in the Republic of Panama, and packing and loading on board the steamer upon departure from the Republic of Panama upon termination of services. 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 officer except when such shipments are necessitated by circumstances beyond his control.

ARTICLE 20. The household effects, personal effects and baggage, including an automobile, of the officer and his family, shall be exempt from customs duties in the Republic of Panama, or if such customs duties are imposed and required, an equivalent additional allowance to cover such charge shall be paid by the Government of the Republic of Panama. During service in the Republic of Panama the officer shall be permitted to import articles needed for his personal use and for the use of his family without payment of customs duties, provided that his requests for free entry have received the approval of the American Ambassador or Chargé d'Affaires ad interim.

ARTICLE 21. If the services of the officer should be terminated by the Government of the United States of America before the completion of one year of service, the provisions of Article 19 shall not apply to the return trip. If the services of the officer should terminate or be terminated before the completion of one year of service, for any other reason, the officer shall receive from the Government of the Republic of Panama all compensations, emoluments, and perquisites as though he had completed one year of service, but the annual salary shall terminate as provided in Article 17. But should the Government of the United States of America recall the officer for breach of

discipline, the cost of the return trip to the United States of America of such officer, his family, household effects and baggage, and automobile, shall not be borne by the Government of the Republic of Panama.

ARTICLE 22. Compensation for transportation and traveling expenses in the Republic of Panama on official business of the Government of the Republic of Panama shall be provided by the Government of the Republic of Panama.

ARTICLE 23. The Government of the Republic of Panama shall provide suitable office space and facilities for the use of the officer.

ARTICLE 24. The Government of the Republic of Panama shall provide the officer, when possible, with a suitable automobile, with chauffeur, for use on official business.

ARTICLE 25. If replacement of the officer is made during the life of this Agreement or any extension thereof, the terms as stipulated in this Agreement shall also apply to the replacement officer, with the exception that the replacement officer shall receive an amount of annual compensation which shall be agreed upon by the two Governments.

ARTICLE 26. The Government of the Republic of Panama shall provide suitable medical attention for the officer and his family. In case the officer or any member of his family becomes ill or suffers injury, he or she shall be placed in such hospital as the officer deems suitable after consultation with the Ministry of Foreign Affairs of the Republic of Panama. The officer shall in all cases pay the cost of subsistence incident to his hospitalization or that of a member of his family.

ARTICLE 27. If the officer or any member of his family should die in the Republic of Panama during the period while this Agreement is in effect, the Government of the Republic of Panama shall have the body transported to such place in the United States of America as the family may decide, but the cost to the Government of the Republic of Panama shall not exceed the cost of transporting the remains from the place of decease to New York City. Should the deceased be the officer, his services shall be considered to have terminated fifteen (15) days after his death. Return transportation to the United States of America for the family of the deceased officer and for their household effects, baggage, and automobile shall be provided as prescribed in Article 19. All compensation due the deceased officer and reimbursement due the officer for expenses and transportation on official business of the Government of the Republic of Panama shall be paid to the widow of the officer, or to any other person who may have been designated in writing by the officer, provided such widow or other person shall not be compensated for the accrued leave of the deceased, and further provided that these compensations shall be paid within fifteen (15) days after the death of the officer.

IN WITNESS WHEREOF, the undersigned, being duly authorized, have signed this Agreement in the English and Spanish languages, in duplicate, at Washington, this seventh day of July, 1942.

For the United States of America:

CORDELL HULL [SEAL]  
*Secretary of State  
of the United States of America*

For the Republic of Panama:

E. JAÉN GUARDIA [SEAL]  
*Ambassador Extraordinary and  
Plenipotentiary of the Republic  
of Panama at Washington*