

MILITARY ASSISTANCE

Agreement signed at Manila March 21, 1947

Entered into force March 21, 1947; operative from July 4, 1946

*Article 5 modified by agreement of September 26 and December 9, 1947, and May 6 and June 7, 1948*¹

*Extended by agreement of February 24 and March 11 and 13, 1950*²
Expired July 4, 1953

61 Stat. 3283; Treaties and Other
International Acts Series 1662

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES ON MILITARY ASSISTANCE TO THE PHILIPPINES

Considering the desire of the Government of the Republic of the Philippines to obtain assistance in the training and development of its armed forces and the procurement of equipment and supplies therefor during the period immediately following the independence of the Philippines, considering the Agreement between the United States of America and the Republic of the Philippines concerning military bases, signed March 14, 1947,³ and in view of the mutual interest of the two Governments in matters of common defense, the President of the United States of America has authorized the rendering of military assistance to the Republic of the Philippines towards establishing and maintaining national security and towards forming a basis for participation by that Government in such defensive military operations as the future may require, and to attain these ends the Governments of the United States of America and the Republic of the Philippines have agreed as follows:

TITLE I

PURPOSE AND DURATION

ARTICLE 1—Subject to mutual agreements, the Government of the United States of America will furnish military assistance to the Government of the Republic of the Philippines in the training and development of armed forces

¹ TIAS 1954, *post*, p. 137.

² 1 UST 448; TIAS 2080.

³ TIAS 1775, *ante*, p. 55.

and in the performance of other services essential to the fulfillment of those obligations which may devolve upon the Republic of the Philippines under its international agreements including commitments assumed under the United Nations and to the maintenance of the peace and security of the Philippines, as provided in Title II, Article 6, hereof.

ARTICLE 2—This Agreement shall continue for a period of five years from July 4, 1946 unless previously terminated or extended as hereinafter provided.

ARTICLE 3—If the Government of the Republic of the Philippines should desire that this Agreement be extended beyond the stipulated period, it shall make a written proposal to that effect at least one year before the expiration of this Agreement.

ARTICLE 4—This Agreement may be terminated before the expiration of the period of five years prescribed in Article 2, or before the expiration of an extension authorized in Article 3, by either Government, subject to three months' written notice to the other Government.

ARTICLE 5—It is agreed on the part of the Government of the Republic of the Philippines that title to all arms, vessels, aircraft, equipment and supplies, expendable items excepted, that are furnished under this Agreement on a non-reimbursable basis shall remain in the United States of America.⁴

TITLE II GENERAL

ARTICLE 6—For the purposes of this Agreement the military assistance authorized in Article 1 hereof is defined as the furnishing of arms, ammunition, equipment and supplies; certain aircraft and naval vessels, and instruction and training assistance by the Army and Navy of the United States and shall include the following:

(a) Establishing in the Philippines of a United States Military Advisory Group composed of an Army group, a Navy group and an Air group to assist and advise the Republic of the Philippines on military and naval matters;

(b) Furnishing from United States sources equipment and technical supplies for training, operations and certain maintenance of Philippine armed forces of such strength and composition as mutually agreed upon;

(c) Facilitating the procurement by the Government of the Republic of the Philippines of a military reserve of United States equipment and supplies, in such amounts as may be subsequently agreed upon;

(d) Making available selected facilities of United States Army and Navy training establishments to provide training for key personnel of the Philippine armed forces, under the conditions hereinafter described.

⁴ For a modification of art. 5, see agreement of Sept. 26 and Dec. 9, 1947, and May 6 and June 7, 1948 (TIAS 1954), *post*, p. 137.

TITLE III

MILITARY ADVISORY GROUP

ARTICLE 7—The Military Advisory Group shall consist of such number of United States military personnel as may be agreed upon by the Governments of the United States of America and the Republic of the Philippines.

ARTICLE 8—The functions of the Military Advisory Group shall be to provide such advice and assistance to the Republic of the Philippines as has been authorized by the Congress of the United States of America and as is necessary to accomplish the purposes set forth in Article 1 of this Agreement.

ARTICLE 9—Each member of the Military Advisory Group shall continue as a member of the branch of the armed forces of the United States to which he belongs and serve with that group in the rank, grade or rating he holds in the armed forces of the United States and shall wear the uniform thereof, as provided in current regulations. Officers and enlisted men so detailed are authorized to accept from the Government of the Republic of the Philippines offices and such pay and emoluments thereunto appertaining as may be offered by that Government and approved by the appropriate authorities of the United States, such compensation to be accepted by the United States Government for remittance to the individual if in the opinion of the appropriate authorities of the United States such course appears desirable.

ARTICLE 10—Members of the Military Advisory Group shall serve under the direction of the authorities of the United States of America.

ARTICLE 11—All members of the Group shall be on active duty and shall be paid regularly authorized pay and allowances by the Government of the United States of America, plus a special allowance to compensate for increased costs of living. This special allowance shall be based upon a scale agreed upon by the Governments of the United States of America and the Republic of the Philippines and shall be revised periodically. The Government of the Republic of the Philippines shall reimburse the Government of the United States of America for the special allowances provided for in this Article. The special allowance shall be applicable for the entire period each member of the group resides in the Philippines on duty with the Group, except as specified elsewhere in this Agreement.

ARTICLE 12—The Government of the Republic of the Philippines agrees to extend to the Military Advisory Group the same exemptions and privileges granted by Articles V, XII and XVIII of the Agreement Between the United States of America and the Republic of the Philippines Concerning Military Bases, signed March 14, 1947.

ARTICLE 13—Except as may be otherwise subsequently agreed by the two Governments, the expense of the cost of transportation of each member of the Military Advisory Group, his dependents, household effects, and belongings to and from the Philippines shall be borne by the Government of the United States of America to the extent authorized by law. Members of the Group

shall be entitled to compensation for expenses incurred in travel in the Republic of the Philippines on official business of the Group and such expenses shall be reimbursed to the Government of the United States of America by the Government of the Republic of the Philippines except for expenses of travel by the transportation facilities of the Group.

ARTICLE 14—The Government of the Republic of the Philippines shall provide, and defray the cost of, suitable living quarters for personnel of the Military Advisory Group and their families and suitable buildings and office space for use in the conduct of the official business of the Military Advisory Group. All living and office quarters shall conform to the standards prescribed by the United States military services for similar quarters. Official supplies and equipment of American manufacture required by the Group shall be furnished by the Government of the United States of America which shall be reimbursed for the cost thereof by the Government of the Republic of the Philippines. Official supplies and equipment of other than American manufacture shall be provided without cost by the Government of the Republic of the Philippines. The cost of all services required by the Group, including compensation of locally employed interpreters, clerks, laborers, and other personnel, except personal servants, shall be borne by the Government of the Republic of the Philippines.

ARTICLE 15—All communications between the Military Advisory Group and the Republic of the Philippines involving matters of policy shall be through the Ambassador of the United States of America to the Philippines or the Chargé d'Affaires.

ARTICLE 16 (a)—The provisions of Articles XIII and XXI of the Agreement of March 14, 1947 between the United States of America and the Republic of the Philippines Concerning Military Bases are applicable to the Military Advisory Group, it being agreed that the Headquarters of the Military Advisory Group will be considered a temporary installation under the provisions of Article XXI of the Agreement aforementioned.

(b) The Chief of the Military Advisory Group, and not to exceed six (6) other senior members of the group to be designated by him, will be accorded diplomatic immunity.

TITLE IV

LOGISTICAL ASSISTANCE

ARTICLE 17—The decision as to what supplies, services, facilities, equipment and naval vessels are necessary for military assistance shall be made by agreement between the appropriate authorities of the United States and the Republic of the Philippines.

ARTICLE 18—Certain initial equipment, supplies and maintenance items shall be furnished gratuitously by the United States in accordance with detailed arrangements to be mutually agreed upon. Additional equipment

and supplies other than those surplus to the needs of the United States required in the furtherance of military assistance shall be furnished by the United States subject to reimbursement by the Republic of the Philippines on terms to be mutually agreed upon. All items of arms, munitions, equipment and supplies originating from sources other than those surplus to the needs of the United States shall be furnished only when the requisite funds have been specifically appropriated by the Congress of the United States.

ARTICLE 19—The Government of the Republic of the Philippines agrees that it will not relinquish physical possession or pass the title to any and all arms, munitions, equipment, supplies, naval vessels and aircraft furnished under this Agreement without the specific consent of the Government of the United States.

ARTICLE 20—Military equipment, supplies and naval vessels necessary in connection with the carrying out of the full program of military assistance to the Republic of the Philippines shall be provided from United States and Philippine sources in so far as practicable and the Government of the Republic of the Philippines shall procure arms, ammunition, military equipment and naval vessels from governments or agencies other than the United States of America only on the basis of mutual agreement between the Government of the United States of America and the Government of the Republic of the Philippines. The Government of the Republic of the Philippines shall procure United States military equipment, supplies and naval vessels only as mutually agreed upon.

TITLE V

TRAINING ASSISTANCE

ARTICLE 21—As part of the program of military assistance the Government of the Republic of the Philippines shall be permitted to send selected students to designated technical and service schools of the ground, naval and air services of the United States. Such students shall be subject to the same regulations as are United States students and may be returned to the Philippines, without substitution, for violation of such regulations. Numbers of students and detailed arrangements shall be mutually agreed upon and shall be kept at a minimum for essential requirements. All Philippine requests for military training of Filipino personnel shall be made to the Government of the United States through the Military Advisory Group.

TITLE VI

SECURITY

ARTICLE 22—Disclosures and exchanges of classified military equipment and information of any security classification to or between the Government of the United States of America and the Government of the Republic of the Philippines will be with the mutual understanding that the equipment and

information will be safeguarded in accordance with the requirements of the military security classification established thereon by the originating Government and that no redisclosure by the recipient Government of such equipment and information to third governments or unauthorized personnel will be made without specific approval of the originating Government.

ARTICLE 23—So long as this Agreement, or any extension thereof, is in effect the Government of the Republic of the Philippines shall not engage or accept the services of any personnel of any Government other than the United States of America for duties of any nature connected with the Philippine armed forces, except by mutual agreement between the Government of the United States of America and the Government of the Republic of the Philippines.

TITLE VII

IN WITNESS WHEREOF, the Undersigned, duly authorized thereto, have signed this Agreement in duplicate, in the City of Manila, this twenty-first day of March, 1947.

For the Government of the United States of America:

PAUL V. McNUTT [SEAL]
Ambassador Extraordinary and Plenipotentiary of the United States of America to the Republic of the Philippines

For the Government of the Republic of the Philippines:

MANUEL ROXAS [SEAL]
President of the Philippines