

DETAIL OF U.S. OFFICER AS DIRECTOR OF MILITARY SCHOOL AND ACADEMY

Contract signed at San Salvador May 21, 1943

Entered into force May 21, 1943

Extended annually by agreements of May 17 and 19, 1945;¹ July 30 and August 28, 1946;¹ March 4 and April 7, 1947;¹ April 27 and June 4, 1948;¹ April 27 and June 20, 1949;¹ November 21 and December 15, 1950;¹ June 19 and July 18, 1951;¹ and July 3 and 16, 1952²

Superseded by contract of May 21, 1953³

57 Stat. 1000; Executive Agreement Series 328

URBINA-THURSTON CONTRACT

Manuel Urbina Menjivar, Lieutenant Colonel of the Army, Superior Official of the Ministry of National Defense, duly authorized and in representation of the Supreme Government of the Republic of El Salvador, according to the Order of the Executive Power No. 203, dated April twenty-ninth of this year, published in the Diario Oficial No. 93, Volume 134, dated the first of this month, on one part, and His Excellency Walter Thurston, Ambassador Extraordinary and Plenipotentiary of the United States of America, duly authorized and in representation of his Government, on the other, agree to conclude the following contract:

I

The Government of the United States of America places at the disposal of the Government of El Salvador the technical and professional services of an officer of the Army of the former nation to serve as Director of the Military School and of the annexed Military Academy of El Salvador.

II

The Government of the United States, in accordance with the preceding clause, has designated for Director of the Military School and annexed

¹ Not printed.

² 3 UST 4969; TIAS 2671.

³ 4 UST 1579; TIAS 2825.

Military Academy of this country, Lieutenant Colonel Rufus E. Byers, U.S. Army, a position which shall be subject to the orders of only the President of the Republic and Commanding General of the Army and of the Minister of National Defense; this being without prejudice to the provisions of the respective laws and regulations.

III

The present contract shall come into force on the twenty-first day of May, nineteen hundred and forty-three, and shall continue in force for a period of two years, counted from this date, until the twentieth day of May, nineteen hundred and forty-five; but if the Government of El Salvador should desire that the services of Lieutenant Colonel Byers or another officer whom the United States Government might designate in his place, be extended beyond the period stipulated in this same clause, it shall make a written proposal to this effect at least thirty days before the expiration of this contract, which shall be considered renewed or extended when both Governments so signify by a simple exchange of notes.

IV

This contract may be terminated before the expiration of the period prescribed in the preceding clause or before the expiration of the extension thereof in the following manner:

- (a) By either of the contracting Governments, subject to only three months' written notice in advance;
- (b) By the recall of the officer by the Government of the United States in the public interest of that country, without necessity of compliance with provision (a) of this clause; and
- (c) At the initiative of the Government of El Salvador or of the Government of the United States of America, in case either of the two Governments finds itself involved in domestic or foreign hostilities.

V

Should Lieutenant Colonel Rufus E. Byers become unable to perform his duties referred to in this contract by reason of continued illness or physical disability, he shall be replaced by another officer of similar qualifications.

VI

Lieutenant Colonel Rufus E. Byers shall serve in El Salvador, in the position already mentioned, with the rank he holds in the United States Army, and shall wear the uniform of his rank in the United States Army, but shall have precedence over all Salvadoran officers of the same rank, enjoying in addition, during the life of this contract, the benefits which the Army of El Salvador has established for the same rank.

VII

During the life of this contract and its extensions, Lieutenant Colonel Byers shall be governed by the disciplinary regulations of the United States Army.

VIII

During the period Lieutenant Colonel Byers is detailed under this contract or any extension thereof, the Government of El Salvador shall not engage the services of any personnel of any other foreign government for the duties and purposes contemplated by this Contract.

IX

Lieutenant Colonel Byers shall not divulge nor by any means disclose to any foreign government nor to any person any secret or confidential 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 Contract or extension thereof.

X

Lieutenant Colonel Byers shall have the right to one month of leave during the year, which may be availed of in whole or in part, and in case all or any part of it is not taken, it shall accumulate from year to year during the life of this Contract.

XI

The leave specified in the preceding clause may be spent in foreign countries, subject to the standing instructions of the United States War Department concerning visits abroad. In all cases the said leave, or portions thereof, shall be taken by Lieutenant Colonel Byers only after consultation with the Minister of National Defense with a view to ascertaining the mutual convenience of the Government of El Salvador and Lieutenant Colonel Byers in respect to his leave.

XII

The expenses of travel and transportation not otherwise provided for in this Agreement shall be borne by Lieutenant Colonel Byers in taking his leave. All travel time, including sea travel, shall count as leave and shall not be in addition to the time authorized in the preceding clause.

XIII

For the services specified in clause I of this Contract, Lieutenant Colonel Byers shall receive from the Salvadoran Government an annual compensation of Two Thousand Six Hundred and Fifty-two Dollars (\$2,652.00). This compensation shall be paid proportionally during the twelve months of

the year, as nearly equally as possible, on the last day of each month. These payments shall be made in Salvadoran national currency and shall be computed at the highest rate of exchange in San Salvador on the day on which due. Payments made outside of El Salvador shall be in the national currency of the United States.

XIV

The compensation set forth in the preceding clause shall begin on the date of departure of Lieutenant Colonel Byers from the United States of America, and it shall continue after the termination of his services in El Salvador during his return trip to the United States of America, and thereafter for the period of any accumulated leave to which he is entitled.

XV

Lieutenant Colonel Byers and his family shall be furnished by the Salvadoran Government with first-class accommodations for their travel here and return performed under this Contract. The expenses of transportation by land and sea of Lieutenant Colonel Byers' household effects and baggage, including automobile, from the Port of Embarkation in the United States of America to San Salvador and return to the Port of Debarkation in the United States of America shall also be paid by the Salvadoran Government.

These expenses shall include all necessary costs incidental to unloading from the steamer or railway train upon arrival in El Salvador, cartage from the ship or railway station to the residence of Lieutenant Colonel Byers in San Salvador, and packing and loading on board the steamer or railway train upon departure from El Salvador upon termination of services.

It is understood that throughout this Contract, the term "family" is limited to mean the wife and dependent children of Lieutenant Colonel Byers.

XVI

The Government of El Salvador shall allot in the budget of the Ministry of National Defense an annual sum of nine hundred dollars (\$900.00) to pay the customs duties on articles imported by Lieutenant Colonel Byers for his personal use and for the use of his family, as well as to cover any tax or taxes imposed by the Salvadoran Government on the compensation, pay or allowances received by Lieutenant Colonel Byers, it being understood that any unexpended balance of this item would be returned to the Treasury of the Salvadoran Government at the expiration of the detail of Lieutenant Colonel Byers or his successor, to the position referred to in clause one.

If the services of Lieutenant Colonel Byers should be terminated by the Government of the United States, except as established in heading (c) of clause IV of this Contract, before the completion of two years of service, the provisions of clause XV shall not apply to the return trip. If the services of

Lieutenant Colonel Byers should terminate or be terminated before the completion of the aforesaid two years of service, for any other reason, including those established in heading (c) of clause IV, Lieutenant Colonel Byers shall receive from the Government of El Salvador all compensations, emoluments, and perquisites as though he had completed two years of service referred to in this Contract, but the annual salary shall terminate as provided in clause XIV. But should the Government of the United States recall Lieutenant Colonel Byers for breach of discipline, the cost of his return trip to the United States of his family, household effects and baggage, and automobile, shall not be borne by the Government of El Salvador.

XVII

When Lieutenant Colonel Byers travels on official business in the interior of the Republic, his transportation and travelling expenses shall be provided by the Government of El Salvador in accordance with the provisions of clause VI of this Contract.

XVIII

The Government of El Salvador shall provide suitable office space and facilities for the use of Lieutenant Colonel Byers.

XIX

If replacement of Lieutenant Colonel Byers is made during the life of this Contract 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.

XX

The Government of El Salvador shall provide suitable medical attention for Lieutenant Colonel Byers and his family. In case Lieutenant Colonel Byers becomes ill or suffers injury, he shall be placed in such hospital as the Ministry of National Defense deems suitable. The said officer shall pay only his cost of subsistence while hospitalized. His family shall enjoy the same privileges agreed upon in this clause except that Lieutenant Colonel Byers shall in all cases pay the cost of subsistence incident to the hospitalization of a member of his family.

XXI

If Lieutenant Colonel Byers or any member of his family should die in El Salvador during the period while this Contract is in effect, the Government of El Salvador shall have the body transported to such place in the United States as the family may decide, but the cost to the Government of El Salvador

shall not exceed the cost of transporting the remains from the place of decease to the Port of Debarkation in the United States of America. Should the deceased be Lieutenant Colonel Byers himself, his services shall be considered to have terminated fifteen days after his death. Return transportation to the Port of Debarkation in the United States of America for the family of the deceased officer and for their household effects and baggage, and automobile shall be provided by the Government of El Salvador, in conformity with clause XV of this contract. All compensation due the deceased officer and reimbursement due the deceased officer for expenses and transportation on official business of the Government of El Salvador shall be paid to the widow, or to any other person who may have been designated in writing by the officer before his death, 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 days after the death of the said officer.

IN WITNESS WHEREOF, the undersigned, sign the present Contract in quadruplicate in the Spanish language and in duplicate in the English language, in the city of San Salvador, Republic of El Salvador, this twenty-first day of May nineteen hundred and forty-three.

WALTER THURSTON [SEAL]

M. URBINA M. [SEAL]