

No. 47

**UNITED STATES OF AMERICA
and
COLOMBIA**

**Agreement relating to a military mission to Colombia. Signed
at Washington, on 29 May 1942**

English and Spanish official texts communicated by the United States representative to the United Nations. The filing and recording took place on 16 October 1947.

**ETATS-UNIS D'AMERIQUE
et
COLOMBIE**

**Accord relatif à l'envoi d'une mission militaire en Colombie.
Signé à Washington, le 29 mai 1942**

Textes officiels anglais et espagnol communiqués par le représentant des Etats-Unis auprès de l'Organisation des Nations Unies. Le classement et l'inscription au répertoire ont eu lieu le 16 octobre 1947.

No. 47. AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF COLOMBIA RELATING TO A MILITARY MISSION TO COLOMBIA. SIGNED AT WASHINGTON, ON 29 MAY 1942

In conformity with the request of the Government of the Republic of Colombia 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 Mission to the Republic of Colombia under the conditions specified below:

Title I

PURPOSE AND DURATION

Article 1. The purpose of this Mission is to cooperate with the Ministry of War and the Chief of Staff and with the personnel of the Colombian Army with a view to enhancing the efficiency of the Colombian Army and Air Corps in branches to be determined and wherever required by the Ministry of War of Colombia under the conditions as outlined in Article 7.

Article 2. (a) 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 of America and the Government of the Republic of Colombia unless previously terminated or extended² as hereinafter provided. Any member of the Mission may be recalled by the Government of the United States of America after the expiration of two years of service, in which case another member shall be furnished to replace him.

(b) The military personnel now serving with the United States Military Mission³ may continue in their function under the conditions of this Agreement, in which case their period of previous service in Colombia will be credited.

¹ Came into force on 29 May 1942, as from the date of signature.

² Further extended for a period of one year; see page 389 of this volume.

³ League of Nations *Treaty Series*, Volume CXCVI, page 147, and United States *Agreement Series* 237.

Article 3. If the Government of the Republic of Colombia 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 of America in the public interest of the United States of America, subject to a thirty-day written notice to the Government of the Republic of Colombia.

Article 5. This Agreement is subject to cancellation upon the initiative of either the Government of the United States of America or the Government of the Republic of Colombia at any time when either country is involved in domestic or foreign hostilities.

Title II

COMPOSITION AND PERSONNEL

Article 6. This Mission shall consist of such personnel of the United States Army as may be agreed upon by the Ministry of War of Colombia and by the War Department of the United States of America through its authorized representatives.

Title III

DUTIES, RANK AND PRECEDENCE

Article 7. The personnel of the Mission shall perform such duties as may be agreed upon between the Ministry of War of Colombia and the Chief of the Mission.

Article 8. The members of the Mission shall be responsible solely to the Ministry of War of Colombia 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. The members of the Mission shall wear the uniform of the United States Army to which they shall be entitled, but shall have precedence over all Colombian officers of the same rank.

Article 10. Each member of the Mission shall be entitled to all benefits and privileges which the Regulations of the Colombian Army provide for Colombian officers and subordinate personnel of corresponding rank, such as the usual ones relative to honors, traveling expenses and medical attention.

Article 11. The personnel of the Mission shall be governed by the disciplinary regulations of the United States Army.

Title IV

COMPENSATION AND PERQUISITES

Article 12. Members of the Mission shall receive from the Government of the Republic of Colombia such net annual compensation 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 Colombia for each member through the Embassy of the United States of America in Bogotá and the Ministry of War of Colombia. 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 the Republic of Colombia 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 War of Colombia in order to comply with the provision of this Article that the compensation agreed upon shall be net.

Article 13. The compensation agreed upon as indicated in the preceding Article shall commence upon the date of departure from the United States of America of each member of the Mission, and, except as otherwise expressly provided herein, shall continue, following the termination of duty with the Mission, for the return voyage to the United States of America and thereafter for the period of any accumulated leave which may be due.

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 Colombia, and such payment shall be computed for travel by sea, air, or land, or any combination thereof to the actual port of entry into the United States of America.

Article 15. (a) Each member of the Mission and his family shall be furnished by the Government of the Republic of Colombia with first-class accommodations for travel required and performed under this Agreement, between the port of embarkation in the United States of America and his official residence in

Colombia for the outward voyage, and also between his official residence in Colombia and the port of entry in the United States of America for the return voyage. The Government of the Republic of Colombia shall also pay all expenses of shipment of household effects, baggage, and automobile of each member of the Mission between the port of embarkation in the United States of America and his official residence in Colombia. All expenses incidental to the transportation of such household effects, baggage, and automobile from his official residence in Colombia to the port of entry in the United States of America shall also be paid by the Government of the Republic of Colombia. Transportation of such household effects, baggage, and automobile, shall be effected in one shipment, and all subsequent shipments shall be at the expense of the respective members of the Mission except as otherwise provided herein, or when such shipments are necessitated by circumstances beyond their control. Payment of expenses for the transportation of families, household effects and automobiles in the case of personnel who may join the Mission for temporary duty at the request of the Ministry of War of Colombia, shall not be required under this Agreement, but shall be determined by negotiations between the United States War Department and the authorized representative of the Ministry of War of Colombia in Washington at such time as the detail of personnel for such temporary duty may be agreed upon.

(b) Except as otherwise agreed upon, the Government of the Republic of Colombia shall not be obliged to cover the expenses of the return of any member of the Mission who has been recalled by the Government of the United States of America prior to the completion of two years' service. And in case such recalled member is replaced, the expenses connected with transporting the replacing officer to his station in Colombia shall be incumbent upon the Government of the United States of America.

(c) If upon the request of the Government of the Republic of Colombia any member of the Mission is recalled, all expenses connected with such return shall be incumbent upon the Government of the Republic of Colombia. And in case such officer is replaced, the expenses connected with transporting the replacing officer to his station in Colombia shall be incumbent upon the Government of the Republic of Colombia.

Article 16. The Government of the Republic of Colombia 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 17. Compensation for transportation and travelling expenses in the Republic of Colombia on official business of the Government of the Republic of

Colombia shall be provided by the Government of the Republic of Colombia in accordance with the provisions of Article 10.

Article 18. The Government of the Republic of Colombia shall provide the Chief of the Mission with a suitable automobile with chauffeur, for use on official business. Suitable motor transportation with chauffeur shall on call be made available by the Government of the Republic of Colombia for use by the members of the Mission for the conduct of the official business of the Mission.

Article 19. The Government of the Republic of Colombia shall provide suitable office space and facilities for the use of the members of the Mission.

Article 20. If any member of the Mission, or any of his family, should die in Colombia, the Government of the Republic of Colombia shall have the body transported to such place in the United States of America as the surviving members of the family may decide, but the cost to the Government of the Republic of Colombia shall not exceed the cost of transporting the remains from the place of decease to New York City. Should the deceased be a member of the Mission, his services with the Mission shall be considered to have terminated fifteen (15) days after his death. Return transportation to New York City for the family of the deceased member and for their baggage, household effects and automobile shall be provided as prescribed in Article 15. All compensation due the deceased member, including salary for fifteen (15) days subsequent to his death, and reimbursement for expenses and transportation due the deceased member for travel performed on Colombian official business, 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 while serving under the terms of this Agreement; but such widow or other person shall not be compensated for accrued leave due and 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 of the decease of the said member.

Title V

REQUISITES AND CONDITIONS

Article 21. So long as this Agreement, or any extension thereof, is in effect, the Government of the Republic of Colombia shall not engage the services of any personnel of any other foreign government for duties of any nature connected with the Colombian Army except by mutual agreement between the Government of the United States of America and the Government of the Republic of Colombia.

Article 22. 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 23. Throughout this Agreement the term "family" is limited to mean wife and dependent children.

Article 24. 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 portions of said leave shall be cumulative from year to year during service as a member of the Mission.

Article 25. The leave specified in the preceding Article may be spent in Colombia, in the United States of America or in other countries, but the expense 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 shall count as leave and shall not be in addition to the time authorized in the preceding Article.

Article 26. The Government of the Republic of Colombia agrees to grant the leave specified in Article 24 upon receipt of written application, approved by the Chief of the Mission with due consideration for the convenience of the Government of the Republic of Colombia.

Article 27. Members of the Mission that may be replaced shall terminate their services on the Mission only upon the arrival of their replacement, except when otherwise mutually agreed upon in advance by the respective Governments.

Article 28. The Government of the Republic of Colombia 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 Ministry of War of Colombia, and all expenses incurred as the result of such illness or injury while the patient is a member of the Mission and remains in Colombia shall be paid by the Government of the Republic of Colombia. 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 the Republic of Colombia. 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 29. 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 Gabriel Turbay, Ambassador Extraordinary and Plenipotentiary of the Republic of Colombia at Washington, duly authorized thereto, have signed this Agreement in duplicate in the English and Spanish languages, at Washington, this twenty-ninth day of May, 1942.

[SEAL]

Cordell HULL

[SEAL]

Gabriel TURBAY

the Assistant for Treaty Affairs of the said Department, at the City of Washington, in the District of Columbia, this twelfth day of September, 1947.

[SEAL] George C. MARSHALL
Secretary of State

By Bryton BARRON
Assistant for Treaty Affairs

par l'Adjoint au Service des traités dudit Département, en la ville de Washington, district de Columbia, ce douzième jour de septembre 1947.

[SCEAU] George C. MARSHALL
Secrétaire d'Etat

Par Bryton BARRON
Adjoint au Service des traités

TRADUCTION — TRANSLATION

No. 47. AGREEMENT¹ BETWEEN THE UNITED STATES OF AMERICA AND COLOMBIA RELATING TO A MILITARY MISSION TO COLOMBIA. SIGNED AT WASHINGTON, ON 29 MAY 1942

N° 47. ACCORD¹ ENTRE LES ETATS-UNIS D'AMERIQUE ET LA COLOMBIE RELATIF A L'ENVOI D'UNE MISSION MILITAIRE EN COLOMBIE. SIGNE A WASHINGTON, LE 29 MAI 1942

STATEMENT OF 12 SEPTEMBER 1947 RELATING TO EXCHANGES OF NOTES OF 26 FEBRUARY AND 14 MARCH 1946, AND OF 18 JULY AND 1 AUGUST 1947, EXTENDING THE ABOVE-MENTIONED AGREEMENT

DÉCLARATION DU 12 SEPTEMBRE 1947 RELATIVE AUX ÉCHANGES DE NOTES DES 26 FÉVRIER ET 14 MARS 1946 ET DES 18 JUILLET ET 1ER AOÛT 1947, PROROGÉANT L'ACCORD SUSMENTIONNÉ

Filed and recorded on 16 October 1947, at the request of the United States representative to the United Nations.

Classée et inscrite au répertoire le 16 octobre 1947, à la demande du représentant des Etats-Unis auprès de l'Organisation¹ des Nations Unies.

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:

A TOUS CEUX QUI CES PRÉSENTES VERRONT, SALUT!

I CERTIFY THAT the agreement signed at Washington May 29, 1942 between the United States of America and Colom-

JE CERTIFIE QUE l'accord signé à Washington le 29 mai 1942 entre les Etats-Unis d'Amérique et la Colombie, relatif

¹ See page 365 of this volume.

¹ Voir page 365 de ce volume.

bia, relating to a military mission to Colombia, was extended, without modification, for a period of one year, effective May 29, 1946, by the exchange of two notes signed at Washington February 26 and March 14, 1946;

AND THAT the said agreement was further extended, without modification, for a period of one year, effective May 29, 1947, by the exchange of two notes signed at Washington July 18 and August 1, 1947.

IN TESTIMONY WHEREOF, I George C. Marshall, Secretary of State, have hereto caused the Seal of the Department of State of the United States of America to be affixed and my name subscribed by the Assistant for Treaty Affairs of the said Department, at the City of Washington, in the District of Columbia, this twelfth day of September, 1947.

[SEAL] George C. MARSHALL
Secretary of State

By Bryton BARRON
Assistant for Treaty Affairs

à l'envoi d'une mission militaire en Colombie, a été prorogé, sans modifications, pour un délai d'un an à partir du 29 mai 1946, après échange de deux notes signées à Washington les 26 février et 14 mars 1946;

ET QUE ledit accord a été à nouveau prorogé, sans modifications, pour un délai d'un an à partir du 29 mai 1947, après échange de deux notes signées à Washington les 18 juillet et 1er août 1947.

EN FOI DE QUOI, je soussigné, George C. Marshall, Secrétaire d'Etat, ai fait apposer aux présentes le sceau du Département d'Etat des Etats-Unis d'Amérique et y ai fait souscrire ma signature par l'Adjoint au Service des traités dudit Département en la ville de Washington, district de Columbia, ce douzième jour du mois de septembre 1947.

[SCEAU] George C. MARSHALL
Secrétaire d'Etat

Par Bryton BARRON
Adjoint au Service des traités