

No. 31

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**UNITED STATES OF AMERICA AND HONDURAS**

**Agreement relating to a military mission to Honduras. Signed at Washington, on 28 December 1945. Came into force on 28 December 1945, by signature**

*English and Spanish official texts communicated by the United States representative to the United Nations. The registration took place on 20 May 1947.*

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**ETATS-UNIS D'AMERIQUE ET HONDURAS**

**Accord relatif à l'envoi d'une mission militaire au Honduras. Signé à Washington, le 28 décembre 1945. Entré en vigueur le 28 décembre 1945, par signature**

*Textes officiels anglais et espagnol communiqués par le représentant des Etats-Unis auprès de l'Organisation des Nations Unies. L'enregistrement a eu lieu le 20 mai 1947.*

No. 31. AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF HONDURAS RELATING TO A MILITARY MISSION TO HONDURAS. SIGNED AT WASHINGTON, ON 28 DECEMBER 1945

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In conformity with the request of the Government of the Republic of Honduras 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 of the United States Army to constitute a Military Mission to the Republic of Honduras 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, the Chief of Staff of the Republic of Honduras and with the personnel of the Honduran Army, with a view to enhancing the efficiency of the Honduran Army and Air Forces.

*Article 2.* 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 Honduras, unless previously terminated or extended 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.

*Article 3.* If the Government of the Republic of Honduras 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 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, without necessity of compliance with provision (a) of this Article.

*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 Honduras at any time during a period when either Government is involved in domestic or foreign hostilities.

### *Title II*

#### COMPOSITION AND PERSONNEL

*Article 6.* This Mission shall consist of such number of personnel of the United States Army and Air Force as may be agreed upon, by the Minister of War of the Republic of Honduras through his authorized representative in Washington and by the War Department of the United States of America. The individuals to be assigned shall be those agreed upon by the Minister of War of the Republic of Honduras or his authorized representative and by the War Department of the United States of America or its authorized representative.

### *Title III*

#### DUTIES, RANK AND PRECEDENCE

*Article 7.* Prior to inception of operations by the Mission under this Agreement, a tentative program for the Mission will be informally agreed upon between the Ministry of War of the Republic of Honduras and representatives of the War and State Departments of the United States of America.

Any changes in this program which experience may demonstrate to be desirable shall be similarly agreed upon. The Mission shall carry out such duties as may be determined in pursuance of this Article and such other duties consistent with the purposes of this Agreement as set forth in Article 1 as may be assigned by the Ministry of War of the Republic of Honduras. The members of the Mission shall be responsible directly to the Ministry of War of the Republic of Honduras.

*Article 8.* Each member of the Mission shall serve on the Mission with the rank he holds in the United States Army or Air Force, and shall wear the uniform of his rank in the United States Army or Air Force, but shall have precedence over all Honduran officers of the same rank.

*Article 9.* Each member of the Mission shall be entitled to all benefits and privileges which the Regulations of the Honduran Army provide for Honduran officers and subordinate personnel of corresponding rank.

*Article 10.* The personnel of the Mission shall be governed by the disciplinary regulations of the United States War Department.

*Title IV*

## COMPENSATION AND PERQUISITES

*Article 11.* Members of the Mission shall receive from the Government of the Republic of Honduras such net annual compensation as may be agreed upon between the Government of the United States of America and the Government of the Republic of Honduras for each member. 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 Honduras 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 Government of the Republic of Honduras in order to comply with the provisions of this Article that the compensation agreed upon shall be net.

*Article 12.* The compensation agreed upon as indicated in the preceding Article shall commence upon the date of departure from the United States of America, or by mutual agreement when departure is from a place other than the United States of America, of each member of the Mission, and, except as otherwise expressly provided in this Agreement, 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 13.* 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 the Republic of Honduras, and such payment shall be computed for travel by the shortest usually traveled route to the port of entry in the United States of America, regardless of the route and method of travel used by the member of the Mission.

*Article 14.* Each member of the Mission and each dependent member of his family shall be provided with first-class accommodations for travel required and performed under this Agreement by the shortest usually traveled route between the port of embarkation in the United States of America and his official residence in the Republic of Honduras and from his official residence in the Republic of Honduras to the port of debarkation in the United States of America. Each member of the Mission shall be reimbursed for the expenses of shipment of his household effects and baggage; such reimbursement shall include all necessary expenses incident to unloading from the steamer upon arrival in the Republic of Honduras, cartage between the ship and the residence in the Republic of Honduras, and packing and loading on board the steamer upon departure from the Republic of Honduras. The cost of this transportation for members of the Mission, dependent members of their families, their household effects and baggage

shall be borne by the Government of the United States of America. The transportation of such household effects and baggage shall be made in a single shipment and all subsequent shipments shall be at the expense of the respective members of the Mission except as otherwise provided in this Agreement or when such shipments are necessitated by circumstances beyond their control. The provisions of this Article shall likewise apply to officers who are subsequently detailed to the Republic of Honduras for temporary duty, as additional personnel or replacements for members of the Mission. The expenses of shipment of automobiles of the members of the Mission shall be borne by the Government of the Republic of Honduras.

*Article 15.* The Government of the Republic of Honduras shall grant, upon request of the members of the Mission, exemption from customs duties on articles imported for the official use of the Mission or the personal use of the members thereof and of members of their families, provided that their request for free entry has received the approval of the Ambassador of the United States of America or of the Chargé d'Affaires ad interim.

*Article 16.* Compensation for transportation and traveling expenses in the Republic of Honduras on official business of the Government of the Republic of Honduras shall be provided by the Government of the Republic of Honduras in accordance with the provisions of Article 9.

*Article 17.* Suitable motor transportation with chauffeur, shall on call be made available by the Government of the Republic of Honduras for use by the members of the Mission for the conduct of the official business of the Mission.

*Article 18.* The Government of the Republic of Honduras shall provide suitable office space and facilities for the use of the members of the Mission.

#### *Title V*

#### REQUISITES AND CONDITIONS

*Article 19.* So long as this Agreement, or any extension thereof, is in effect, the Government of the Republic of Honduras shall not engage the services of any personnel of any other foreign government for duties of any nature connected with the Honduran Army or Air Force, except by mutual agreement between the Government of the United States of America and the Government of the Republic of Honduras.

*Article 20.* 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 21.* Throughout this Agreement the term "family" is limited to mean wife and dependent children.

*Article 22.* 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 23.* The leave specified in the preceding Article may be spent in the Republic of Honduras, 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 24.* The leave specified in Article 22 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 officers only after consultation with the Ministry of War of the Republic of Honduras with a view to ascertaining the mutual convenience of the Government of the Republic of Honduras and the officers in respect to this leave.

*Article 25.* Members of the Mission that may be replaced shall terminate their services on the Mission only upon the arrival of their replacements, except when otherwise mutually agreed upon in advance by the respective Governments.

*Article 26.* 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, Dean Acheson, Acting Secretary of State of the United States of America, and Julián R. Cáceres, Ambassador Extraordinary and Plenipotentiary of the Republic of Honduras in Washington, duly authorized thereto, have signed this Agreement in duplicate, in the English and Spanish languages, at Washington this twenty-eighth day of December, one thousand nine hundred forty-five.

For the Government of the United States of America:  
Dean ACHESON

[SEAL]

For the Government of the Republic of Honduras:  
Julián R. CÁCERES

[SEAL]