

**No. 812**

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**UNITED STATES OF AMERICA  
and  
PANAMA**

**Exchange of notes constituting an agreement relating to a  
civil aviation mission to Panama. Panama, 31 March  
1949**

*Official texts: English and Spanish.*

*Registered by the United States of America on 26 May 1950.*

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**ÉTATS-UNIS D'AMÉRIQUE  
et  
PANAMA**

**Echange de notes constituant un accord relatif à l'envoi  
d'une mission d'aviation civile à Panama. Panama,  
31 mars 1949**

*Textes officiels anglais et espagnol.*

*Enregistré par les États-Unis d'Amérique le 26 mai 1950.*

No. 812. EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT<sup>1</sup> BETWEEN THE UNITED STATES OF AMERICA AND THE REPUBLIC OF PANAMA RELATING TO A CIVIL AVIATION MISSION TO PANAMA. PANAMA, 31 MARCH 1949

I

*The American Ambassador to the Panamanian Minister of Foreign Affairs*

No. 147

Panama, R. P., March 31, 1949

Excellency:

I have the honor to refer to the civil aviation agreement between the United States of America and the Republic of Panama signed at Panama City on March 21, 1949.<sup>2</sup> Article XIV of this Agreement states that, "The Government of the United States of America will supply, subject to the availability of suitable personnel and appropriated funds for the purpose, a civil aviation mission to aid the Government of the Republic of Panama in the development of its civil aviation, including technical assistance, if such a mission is requested by the Government of Panama."

Upon notification to my Government of the ratification by the Government of the Republic of Panama of the general aviation agreement, the Government of the United States of America will endeavor, if requested by the Government of the Republic of Panama, to furnish a technical aviation mission under the following conditions:

(1) The assignment of the United States civil aviation mission to Panama shall be subject to the availability of suitable personnel and appropriated funds for the purpose.

(2) The mission shall function in an advisory capacity to appropriate Ministers of the Government of the Republic of Panama and will work with personnel of the Republic of Panama concerned with civil aviation on a cooperative basis for the purpose of assisting in improving and developing civil aviation facilities and services in Panama.

<sup>1</sup> Came into force on 14 April 1949, by the exchange and according to the terms of the said notes, the notice of ratification of the Aviation Agreement of 31 March 1949 by the Government of the Republic of Panama having been given on that date to the Government of the United States of America.

<sup>2</sup> See page 87 of this volume.

(3) The Government of the United States of America shall designate, subject to the approval of the Government of the Republic of Panama, a Chief of Mission, who shall represent the mission before the Government of the Republic of Panama through the Minister in whose ministry responsibility for aviation is vested. Other members of the mission shall be designated in like manner and, in addition to the chief of mission, shall serve as advisors and consultants to the Government of the Republic of Panama in specific fields of civil aviation. They shall conduct studies and analyses and furnish technical advice with respect to specific matters or problems now or hereafter arising which are within their competence. They shall demonstrate processes and methods of the United States of America and assist in the technical training of local personnel of the Republic of Panama. Members of the mission shall be responsible to the Chief of Mission and shall engage directly in the performance of technical duties for the Government of the Republic of Panama only to the extent agreed upon by the Chief of Mission and the appropriate Minister of the Government of the Republic of Panama.

(4) The civil aviation mission shall be composed of personnel in such technical categories as are agreed upon by the Government of the United States of America and the Government of the Republic of Panama. The duration of their assignments, their replacement by personnel in other technical categories, or an increase or decrease in the total number of personnel assigned, shall be based on the needs of the Government of the Republic of Panama for assistance in particular technical fields and shall take into consideration the competence of Panama to furnish and maintain aeronautical services and facilities in accordance with accepted international standards.

(5) The Government of the United States of America retains the right to recall any member of the mission at any time upon 30 days notification to the Government of the Republic of Panama or at any time upon mutual consent.

(6) Members of the mission shall receive their salary, allowances, and travel expenses to and from the Republic of Panama incidental to their assignments with the mission in Panama from the Government of the United States of America, subject to reimbursement by the Government of the Republic of Panama as specified below.

(7) The Government of the Republic of Panama shall reimburse the Government of the United States of America, at the rate of \$2,000.00 per year for the chief and each member of the mission toward expenses incurred by the Government of the United States in connection with the assignment of these personnel. Such reimbursement shall initially be made six months after each assignment and at intervals of six months thereafter. However, for accounting and procedural reasons, it will not be necessary for the Government of the Republic of Panama to make any payment to the Government of the United States of America until such time as the Govern-

ment of the Republic of Panama shall have received a statement of its obligations in this connection. The duration of assignments of personnel of the mission shall be based on the period commencing from the date of departure from the United States of America of each member of the Mission, and shall continue, following the termination of duty with the mission, for the return trip to the United States of America, computed on the basis of the shortest, usually traveled route, and thereafter for the period of accumulated leave which may be due.

(8) Compensation of personnel of the mission shall not be subject to any tax now or hereafter in effect in the Government of the Republic of Panama or any of its political or administrative subdivisions. Should there, however, at present or while this agreement is in effect, be any taxes which might affect this compensation, such taxes shall be paid by the Government of the Republic of Panama in order to comply with the provisions of this paragraph.

(9) The Government of the Republic of Panama agrees to grant personnel of the mission exemption from customs duties on articles imported for the official use of the mission, for the personal use of the members thereof, and members of their families. If exemption from payment of such duties cannot be granted, the Government of the Republic of Panama agrees to pay the cost thereof in order to comply with this requirement.

(10) The Government of the Republic of Panama shall furnish personnel of the mission with means of transportation within the Republic of Panama required for the conduct of official business and bear the cost thereof.

(11) The Government of the Republic of Panama shall provide suitable office space and facilities for the use of the members of the mission, and shall furnish adequate bilingual stenographic personnel and other employees and bear the cost thereof.

(12) The Government of the Republic of Panama shall assume civil liability on account of damages to or loss of property or on account of personal injury or death caused by any member of the mission while acting within the scope of his duties.

(13) The Government of the Republic of Panama shall permit the transportation of the body of any personnel, or accompanying dependent, detailed under these conditions who may die in the Republic of Panama, to a place of burial in the United States of America selected by the surviving members of the family or their legal representative.

(14) The foregoing terms and conditions shall continue in effect for a period of two years unless terminated at an earlier date in accordance with the following :

(a) By either Government, subject to two months' notice to the other government.

(b) By cancellation upon the initiative of either of the governments at any time during a period when either of the governments is involved in civil disturbances or foreign hostilities.

(15) Upon termination of the two-year period stated in paragraph 14 above, if all of the objectives of the mission have not been met, the Government of the United States of America agrees to give the fullest consideration to any request of the Government of the Republic of Panama for an extension of these terms and conditions for an additional period.

(16) The Governments of the United States of America and the Republic of Panama agree, upon the request of either government, to consult respecting the above terms or the carrying out of functions by either government under these terms.

The Government of the United States of America is prepared, if this proposal is acceptable to the Government of the Republic of Panama, to regard the present note and Your Excellency's reply thereto as constituting an agreement between the two Governments, which shall take effect on the day on which notice of the ratification of the aforesaid civil aviation agreement by the Government of the Republic of Panama is given to the Government of the United States of America.

Please accept, Excellency, the renewed assurances of my highest consideration.

Monnett B. DAVIS

His Excellency Lic. Ignacio Molino, Jr.  
Minister for Foreign Affairs  
Panama, Panama

## II

### SPANISH TEXT — TEXTE ESPAGNOL

MINISTERIO DE RELACIONES EXTERIORES

D.P. N° 647

Panamá, 31 de Marzo de 1949

Señor Embajador :

Tengo a honra avisar recibo de la nota de Vuestra Excelencia, de esta fecha, que dice lo siguiente :

Excelencia :

« Tengo el honor de referirme al convenio sobre aviación civil firmado entre los Estados Unidos de América y la República de Panamá, en la Ciudad de Panamá el día 31 de Marzo de 1949. El Artículo XIV de este

a considerar la presente nota y la respuesta de Vuestra Excelencia a la misma como constitutivas de un acuerdo entre los dos Gobiernos, el cual entrará en vigencia el día en que el Gobierno de la República de Panamá dé al Gobierno de los Estados Unidos de América la notificación de la ratificación del antes mencionado convenio de aviación civil.»

Sobre el particular tengo a honra informar a Vuestra Excelencia que el Gobierno de Panamá acepta esta propuesta del Gobierno de los Estados Unidos de América y por lo tanto la nota de Vuestra Excelencia y esta respuesta constituyen un Acuerdo entre los dos Gobiernos, el cual entrará en vigencia el día en que se dé al Gobierno de los Estados Unidos de América la notificación de la ratificación del Convenio de Aviación Civil antes mencionado por el Gobierno de la República de Panamá.

Aprovecho la oportunidad para reiterar a Vuestra Excelencia las seguridades de mi más alta y distinguida consideración.

Ignacio MOLINO, Jr.  
Ministro de Relaciones Exteriores

Su Excelencia Monnett B. Davis  
Embajador Extraordinario y Plenipotenciario  
de los Estados Unidos de América  
Presente

TRANSLATION<sup>1</sup> — TRADUCTION<sup>2</sup>

*The Panamanian Minister of Foreign Affairs to the American Ambassador*

MINISTRY OF FOREIGN RELATIONS

D.P. No. 647

Panama, March 31, 1949

Mr. Ambassador :

I have the honor to acknowledge the receipt of Your Excellency's note of this date, which is worded as follows :

[See note I]

Concerning the matter I have the honor to inform Your Excellency that the Government of Panama accepts this proposal of the Government of the United States of America and, therefore, Your Excellency's note and this reply constitute an agreement between the two Governments, which shall take effect on the day on which notice of the ratification of the above-

<sup>1</sup> Translation by the Government of the United States of America.

<sup>2</sup> Traduction du Gouvernement des Etats-Unis d'Amérique.

mentioned Civil Aviation Agreement by the Government of the Republic of Panama is given to the Government of the United States of America.

I avail myself of the opportunity to renew to Your Excellency the assurances of my highest and most distinguished consideration.

Ignacio MOLINO, Jr.  
Minister of Foreign Relations

His Excellency Monnett B. Davis  
Ambassador Extraordinary and Plenipotentiary  
of the United States of America  
City