

No. 884

**UNITED STATES OF AMERICA
and
MEXICO**

**Agreement relating to air force liaison officers. Signed at Washington,
on 5 July 1949**

*Official texts: English and Spanish.
Registered by the United States of America on 21 July 1950.*

**ÉTATS-UNIS D'AMÉRIQUE
et
MEXIQUE**

**Accord relatif aux officiers de liaison d'aviation. Signé à Washington,
le 5 juillet 1949**

*Textes officiels anglais et espagnol.
Enregistré par les Etats-Unis d'Amérique le 21 juillet 1959.*

No. 884. AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE UNITED MEXICAN STATES RELATING TO AIR FORCE LIAISON OFFICERS. SIGNED AT WASHINGTON, ON 5 JULY 1949

In conformity with the request of the Government of the United Mexican States to the Government of the United States of America, the President of the United States of America has authorized the appointment of officers of the United States Air Force to serve as Liaison Officers to the Secretary of National Defense of the United Mexican States under the conditions specified below:

TITLE I

PURPOSE AND DURATION

Article 1

The purpose of assigning the Liaison Officers is to cooperate with the Secretary of National Defense of the United Mexican States and with personnel of the Mexican Air Force.

Article 2

This Agreement shall continue in force for a period of two years from the date of the signing thereof by the accredited representatives of the Government of the United States of America and the Government of the United Mexican States, unless previously terminated or extended as hereinafter provided. Any of the Liaison Officers 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 United Mexican States should desire that the services of the Liaison Officers 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 two years prescribed in Article 2, or before the expiration of the extension authorized in Article 3, in the following manner:

¹ Came into force on 5 July 1949, by signature, in accordance with article 2.

(a) By either of the Governments, subject to three months' written notice to the other Government;

(b) By the recall of the Liaison Officers 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;

(c) By the Government of the United States of America in the case considered in Article 19.

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 United Mexican States at any time during a period when either Government is involved in civil or foreign hostilities.

TITLE II

COMPOSITION AND PERSONNEL

Article 6

The Liaison Officers shall be such personnel of the United States Air Force as may be agreed upon by the Secretary of National Defense of the United Mexican States through his authorized representative in Washington and by the United States Air Force.

TITLE III

DUTIES, RANK, AND PRECEDENCE

Article 7

The Liaison Officers shall perform such duties as may be determined by the Secretary of National Defense of the United Mexican States.

Article 8

The Liaison Officers shall be responsible solely to the Secretary of National Defense of the United Mexican States or his designated representative.

Article 9

The Liaison Officers shall serve with the rank they hold in the United States Air Force and shall wear the uniform of their rank in the United States Air Force.

Article 10

The Liaison Officers shall be entitled to all benefits and privileges which the Regulations of the Mexican Army provide for Mexican officers of corresponding rank.

Article 11

As the Liaison Officers shall be governed by the disciplinary regulations of the Air Force of the United States of America, in the case of a Liaison Officer committing an act that by its nature in the opinion of the Mexican Government deserves disciplinary action, the mentioned officer shall be removed on request of the Mexican authorities so that the regulations of the United States Air Force shall be applied in the territory of the United States of America.

TITLE IV

COMPENSATION AND PERQUISITES

Article 12

The Liaison Officers shall receive from the Government of the United Mexican States such net annual compensation as may be agreed upon between the Government of the United States of America and the Government of the United Mexican States. 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 United Mexican States 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 National Defense of the United Mexican States in order to comply with the provisions 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 Liaison Officers and, except as otherwise expressly provided in this Agreement, shall continue, following the termination of his duty, for the return trip 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 each Liaison Officer before his departure from the United Mexican States, 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 Liaison Officer.

Article 15

The Government of the United Mexican States shall grant, upon request of the Liaison Officers, exemption from customs duties on articles imported for the official use of the Liaison Officers or the personal use of the Liaison Officers and of

members of their families, provided that the request for free entry has received the approval of the Ambassador of the United States of America or the Chargé d'Affaires ad interim.

Article 16

Compensation for transportation and traveling expenses in the United Mexican States on official business of the Government of the United Mexican States shall be provided by the Government of the United Mexican States in accordance with the provisions of Article 10.

Article 17

The Government of the United Mexican States shall provide the Liaison Officers with a suitable automobile with chauffeur, for use on official business. Suitable motor transportation with chauffeur, and when necessary an airplane properly equipped, shall on call be made available by the Government of the United Mexican States for use by the Liaison Officers for the conduct of their official business.

Article 18

The Government of the United Mexican States shall provide suitable office space and facilities for the use of the Liaison Officers.

TITLE V

REQUISITES AND CONDITIONS

Article 19

If, while this Agreement or any extension thereof is in force, the Government of the United Mexican States should wish to engage the services of personnel of some other foreign government, for duties of any nature in connection with the Mexican Air Force, the Government of the United Mexican States will give three months' advance notice to the Government of the United States of America to that effect, and, in case mutual agreement is not reached between the two Governments with regard to such contract, the Government of the United States of America may consider this Agreement terminated with merely a notification to that effect to the Government of the United Mexican States.

Article 20

Each Liaison Officer 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 Liaison Officer. This requirement shall continue in force after his termination of service as Liaison Officer 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 Liaison Officer 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 Liaison Officer.

Article 23

The leave specified in the preceding Article may be spent in the United Mexican States, 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 Liaison Officer taking such leave. All travel time shall count as leave and shall not be in addition to the time authorized in Article 22. In all cases the said leave, or portions thereof, shall be taken by the Liaison Officers only after consultation with the Secretary of National Defense of the United Mexican States with a view to ascertaining the mutual convenience of the Government of the United Mexican States and the Liaison Officers in respect to the said leave.

Article 24

Liaison Officers who may be replaced shall terminate their services only upon the arrival of their replacements, except when otherwise mutually agreed upon in advance by the respective Governments.

Article 25

The Government of the United Mexican States shall provide for the Liaison Officers and their families free medical attention.

Article 26

Any Liaison Officer who is unable to perform his duties by reason of long-continued physical disability shall be replaced.

IN WITNESS WHEREOF, the undersigned, Dean Acheson, Secretary of State of the United States of America, and Major General Robert L. Walsh, Senior United States Air Force Member, United States Section, Joint Mexican-United States Defense Commission; and Rafael de la Colina, Ambassador Extraordinary and Plenipotentiary of the United Mexican States to the United States of America, and Lieu-

tenant General Leobardo C. Ruiz, Chief, Mexican Section, Joint Mexican-United States Defense Commission, duly authorized thereto, have signed this Agreement in duplicate, in the English and Spanish languages, at Washington, this fifth day of July, one thousand nine hundred and forty-nine.

For the Government of the United States of America:

Dean ACHESON

Robert L. WALSH

For the Government of the United Mexican States:

Rafael DE LA COLINA

L. C. RUIZ