

No. 1279

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**UNITED STATES OF AMERICA  
and  
VENEZUELA**

**Agreement relating to a naval mission to Venezuela. Signed  
at Washington, on 23 August 1950**

*Official texts: English and Spanish.*

*Registered by the United States of America on 10 July 1951.*

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

**Accord relatif à l'envoi d'une mission navale des États-  
Unis d'Amérique au Venezuela. Signé à Washington,  
le 23 août 1950**

*Textes officiels anglais et espagnol.*

*Enregistré par les États-Unis d'Amérique le 10 juillet 1951.*

No. 1279. AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE UNITED STATES OF VENEZUELA RELATING TO A NAVAL MISSION TO VENEZUELA. SIGNED AT WASHINGTON, ON 23 AUGUST 1950

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In compliance with the request of the Government of Venezuela made to the Government of the United States of America, the President of the United States of America has authorized the appointment of Naval Officers and Personnel to constitute a Naval Mission in Venezuela, under the terms stipulated below :

*Title I*

PURPOSE AND DURATION

*Article 1.* The purpose of this Mission is to cooperate with the Ministry of National Defense of Venezuela and to advise Officers of the Naval Forces of Venezuela in improving the efficiency of the Naval Forces of that Country.

*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 Governments of the United States of America and Venezuela, unless it is sooner terminated or extended as specified below. Any member of the Mission may be withdrawn by the Government of the United States of America after two years of service, in which case another member shall be appointed to replace him. Likewise, the Government of Venezuela may request the change of any of the members of the Mission.

*Article 3.* If the Government of Venezuela shall desire that the services of the Mission be extended beyond the stipulated period, it shall propose it in writing six months before the expiration of the present 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 :

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<sup>1</sup> Came into force on 23 August 1950, by signature.

(a) By either Government giving a written notice three months in advance to the other Government.

(b) By the recall of the entire personnel of the Mission by the Government of the United States of America for reasons of public interest to that Government, without complying with paragraph (a) of this Article.

*Article 5.* This Agreement is subject to termination by either the Government of the United States of America or the Government of Venezuela in case one of them becomes involved in domestic or foreign hostilities.

## *Title II*

### COMPOSITION AND PERSONNEL

*Article 6.* This Mission shall be composed of a minimum of three officers and certain noncommissioned personnel of the Navy of the United States of America to be designated by agreement between the Ministry of National Defense of Venezuela, through its authorized representative at Washington, and the Department of the Navy of the United States of America.

## *Title III*

### DUTIES, RANK, AND PRECEDENCE

*Article 7.* The personnel of the Mission shall render such duties as are assigned to it by agreement between the Ministry of National Defense of Venezuela and the Chief of the Mission.

*Article 8.* The members of the Mission shall be responsible solely to the Ministry of National Defense, through the Chief of the Mission.

*Article 9.* Each member of the Mission shall serve with the rank he holds in the Navy of the United States of America and shall wear the appropriate uniform, but he shall have precedence over all officers of Venezuela having the same rank.

*Article 10.* Each member of the Mission shall receive the benefits and privileges which the Venezuelan Naval Regulations provide for Naval officers and personnel of like rank, except as provided in Article 29.

*Article 11.* The personnel of the Mission shall be governed by the Disciplinary Regulations of the Navy of the United States of America.

## Title IV

## COMPENSATION AND PERQUISITES

*Article 12.* The members of the Mission shall receive from the Government of Venezuela an annual net compensation, expressed in currency of the United States of America, which shall be fixed for each individual by agreement between the Government of the United States of America and the Government of Venezuela. The aforesaid compensation shall be payable in twelve equal monthly payments on the last day of each month. Such payment may be made in Venezuelan currency and in that case it shall be calculated at the highest dollar exchange rate prevailing in Caracas on the day of the said payment. Payments that may be made outside Venezuela shall be in currency of the United States of America and in the amounts and at the times agreed upon beforehand. The said compensation shall not be subject to the Venezuelan income tax nor to any other tax now or hereafter in effect in any political subdivision of Venezuela. However, if, during the life of this Agreement there should be taxes that might affect the aforementioned compensations, the Ministry of National Defense of Venezuela shall pay them in order to ensure net compensations to the members of the Mission.

*Article 13.* The compensations agreed upon in the manner set forth in the preceding Article shall become effective as of the date on which each member of the Mission leaves the United States and, except in the cases herein provided for, shall continue in effect after the termination of service with the Mission for the return trip to the United States, and, in addition, for any period of accumulated leave that may be due them.

*Article 14.* The compensation for the duration of the return trip and for accumulated leave shall be paid to the detached member before he leaves Venezuela, and such payment shall be calculated on the basis of the time it takes to travel by the shortest sea route, regardless of the route and means of transportation chosen by the detached member.

*Article 15.* Each member of the Mission and his family shall be furnished by the Government of Venezuela first-class passage 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 Venezuela, both for the outward and for the return trip. Each officer shall receive the sum of two thousand dollars (\$2,000.00) to pay for removal of his household effects and automobile from the port of embarkation in the United States of America to his official residence in Venezuela and each noncommissioned officer shall receive fifty percent of that amount, that is, one thousand dollars (\$1,000.00). For the return trip the members shall be indemnified by the Government of Venezuela in amounts equal to those stipulated above. Payment

of transportation expenses for family, household effects, and automobiles for personnel coming to render temporary service at the request of the Ministry of National Defense of Venezuela shall not be required under this Agreement but shall be determined by negotiation between the Department of the Navy of the United States of America and the representative of the Ministry of National Defense of Venezuela at Washington whenever the sending of such personnel for temporary service may be agreed upon.

*Article 16.* The Government of Venezuela shall place at the disposal of the Chief of the Mission a fund amounting to twenty-five percent (25%) of the annual salaries of the members of the Mission to cover customs duties on articles imported for the personal use of the members of the Mission and members of their families.

*Article 17.* If the Government of the United States of America should withdraw any member of the Mission prior to two years of service, except as provided in Article 5, the provisions of Article 15 shall not apply to the return trip. If the services of any member of the Mission should terminate prior to two years of service for any other reason, including those specified in Article 5, the said member shall receive from the Government of Venezuela all compensation, emoluments, and allowances as if he had completed two years of service, but the annual compensation shall be computed as provided in Article 13. If the Government of the United States of America should decide to withdraw a member of the Mission for disciplinary reasons, the Government of Venezuela shall not be obligated to pay the travel expenses to the United States of America to the said member for himself or for his family, household effects, personal baggage, and automobile.

*Article 18.* The Government of Venezuela shall reimburse the members of the Mission for any transportation and expenses for travel they may perform in the course of their duties in the territory of Venezuela in accordance with the provisions of Article 10.

*Article 19.* The Government of Venezuela shall furnish the Chief of the Mission a suitable automobile with chauffeur for his use on official business. At the request of the Mission the Government of Venezuela shall furnish him motor transportation or a well-equipped launch whenever needed in the performance of the Mission's official duties.

*Article 20.* The Government of Venezuela shall furnish a suitable office with all necessary facilities for the use of the Mission.

*Article 21.* If any member of the Mission or any member of his family should die in Venezuela, the Government of Venezuela shall have the body transported to the place in the United States of America chosen by surviving relatives, but the cost to the Government of Venezuela shall not exceed the

porting the body from the place where the death occurred to New York City. If the person who dies is a member of the Mission, his services shall be considered terminated fifteen days after his death. Return passage to New York City shall be furnished the family of the deceased member of the mission, as well as transportation of its household effects, personal baggage, and automobile as provided in Article 15. All compensation due the deceased member, including fifteen (15) days' salary following his death and appropriate reimbursement for travel and transportation expenses that may be due him because of travel performed on official business in Venezuela shall be paid to the widow of the said member or to any other person who might have been designated by the deceased member while he was serving under the terms of the present Agreement; but neither the widow nor any other person shall receive any sum for accumulated leave not used by the deceased member. Any payment due the widow or other person designated by the deceased as provided in this Article shall be made within fifteen days after the death of the said member.

#### *Title V*

##### REQUISITES AND CONDITIONS

*Article 22.* The Government of Venezuela agrees, during the period this Agreement is in force, not to engage naval missions of foreign governments, but it may engage the individual services of professional or technical persons of any country in order that they may render services to the Naval Forces, provided their services do not interfere in any way with the services rendered by the Mission.

*Article 23.* Each member of the Mission agrees not to divulge, or in any way disclose, to foreign Governments or to any person, any secrets or confidential matters which he may become cognizant in his capacity as a member of the Mission. This requirement shall continue in effect after termination of his services with the Mission and after the expiration or termination of the present Agreement or any extension thereof.

*Article 24.* In this Agreement the term "family" signifies wife and dependent children.

*Article 25.* Each member of the Mission shall be entitled to one month's annual leave with pay per year, or to a proportional part thereof, with pay, for any fractional part of a year. Unused portions of leave shall be cumulative from year to year for each member of the Mission.

*Article 26.* The leave referred to in Article 25 may be used for visits to foreign countries. Time spent in travel, including sea travel, shall not be in addition to the leave authorized by Article 25.

*Article 27.* The Government of Venezuela agrees to grant the leave specified in Article 25, upon receipt of a request in writing approved by the Chief of the Mission, who shall take into consideration the convenience of the Government of Venezuela.

*Article 28.* Members of the Mission who are replaced shall terminate their services with the Mission only upon the arrival of their replacement, except when it is otherwise arranged by mutual agreement between the respective Governments.

*Article 29.* The Government of Venezuela shall furnish members of the Mission free medical attention in the Military and Naval Hospitals of Venezuela; and it shall place at the disposal of the Chief of the Mission a sum equal to twenty percent (20%) of the total amount of the annual salaries of the members of the Mission for medical attention to members and their families in other than Military or Naval hospitals and clinics. The Government of Venezuela shall not be responsible for services of this kind abroad. Expenditures from this fund shall be made only at the request of the Chief of the Mission. The Government of Venezuela shall not be responsible for cases of permanent disability of members of the Mission.

*Article 30.* Any member unable to perform his duties with the Mission by reason of prolonged physical disability shall be replaced.

IN WITNESS WHEREOF, the undersigned, Dean Acheson, Secretary of State of the United States of America, and José Rafael Pocaterra, Ambassador Extraordinary and Plenipotentiary of the United States of Venezuela to the United States of America, duly authorized thereto, have signed this Agreement in duplicate in the English and Spanish languages, at Washington, this twenty-third day of August one thousand nine hundred fifty.

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

For the Government of the United States of Venezuela :  
José Rafael POCATERRA