

No. 1043

**UNITED STATES OF AMERICA
and
HAITI**

**Agreement relating to a naval mission to Haiti. Signed at
Washington, on 14 April 1949**

Official texts: English and French.

Registered by the United States of America on 10 February 1951.

**ÉTATS-UNIS D'AMÉRIQUE
et
HAÏTI**

**Accord relatif à l'envoi d'une mission navale en Haïti. Signé
à Washington, le 14 avril 1949**

Textes officiels anglais et français.

Enregistré par les Etats-Unis d'Amérique le 10 février 1951.

No. 1043. AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF HAITI RELATING TO A NAVAL MISSION TO HAITI. SIGNED AT WASHINGTON, ON 14 APRIL 1949

In conformity with the request of the Government of the Republic of Haiti 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 Naval Mission in the Republic of Haiti under the conditions hereinafter specified.

Title I

PURPOSE AND DURATION

Article 1. The purpose of this Mission is to cooperate with the Secretary of State for National Defense of the Republic of Haiti and with the officers of the Coast Guard of the Republic of Haiti with a view to increasing the efficiency of that service.

Article 2. This Mission shall continue for a period of four (4) 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 Haiti, 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 (2) years of service, in which case another member shall be appointed to replace him. Likewise, the Government of the Republic of Haiti may request the recall of a member of the Mission upon the expiration of that same period, in which case the Government of the United States of America shall designate a replacement.

Article 3. If the Government of the Republic of Haiti should desire that the services of the Mission be extended beyond the stipulated period, it shall make a written request to that effect six (6) months before the expiration of this Agreement.

Article 4. This Agreement may be terminated before the expiration of the period of four (4) 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 (3) 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,

¹ Came into force on 14 April 1949, by signature.

after official notification to the Government of the Republic of Haiti, without compliance with the formalities provided for in paragraph (a) of this Article.

Article 5. This Agreement is subject to cancellation on the initiative either of the Government of the United States of America or of the Government of the Republic of Haiti in the event that either of those countries is involved in a civil or foreign war.

Title II

COMPOSITION AND PERSONNEL

Article 6. This Mission shall consist of such personnel of the United States Navy as may be agreed upon between the Secretary of State for National Defense, through the authorized representative of the Government of Haiti in Washington, and the Navy Department of the United States of America.

Title III

DUTIES, RANK, AND PRECEDENCE

Article 7. The personnel of the Mission shall perform such duties as may be agreed upon between the Secretary of State for National Defense and the Chief of the Mission.

Article 8. The members of the Mission shall be responsible solely to the Secretary of State for National Defense, through the Chief of the Mission.

Article 9. Each member of the Mission shall serve on it with the rank he holds in the United States Navy. He shall wear the uniform of the United States Navy and shall have precedence over all Haitian officers of the same rank.

Article 10. Each member of the Mission shall be entitled to the same benefits and privileges which the Regulations of the Coast Guard of Haiti provide for officers and enlisted men of corresponding rank.

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

Title IV

PAY AND ALLOWANCES

Article 12. Members of the Mission shall receive from the Government of the Republic of Haiti 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 Haiti for each member. This compensation shall be paid, in currency of the United States of America, in twelve (12) equal monthly instalments, each due and payable on the last day of each month. Such com-

pensation shall not be subject to any tax now in effect or which may hereafter be imposed by the Government of the Republic of Haiti or by any administrative or political subdivision of the said Government. If, however, now or hereafter, while this Agreement is in effect, there should be any taxes that might affect that compensation, such taxes shall be borne by the Government of the Republic of Haiti, in order that the pay 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 each member of the Mission and, except as otherwise expressly provided in this Agreement, shall continue to be paid until termination of duty with the Mission, including the time for the return voyage to the United States and any period of 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 the Republic of Haiti, and such payment shall be computed for travel by the shortest usually traveled sea route, regardless of the route and method of travel adopted by the member detached.

Article 15. Each member of the Mission and his family shall be furnished by the Government of the Republic of Haiti with first-class passage, via the shortest usually traveled route, for all travel required and performed under this Agreement, between the port of embarkation in the United States of America and the location of his post in Haiti, both for the outward and for the return voyage. The Government of the Republic of Haiti shall also assume all expenses necessitated by the transportation of the household effects, baggage and automobile of each member of the Mission from the port of embarkation in the United States of America to his post in Haiti, as well as the expenses incidental to the transportation of such household effects, baggage and automobile from Haiti to the port of embarkation in the United States of America. This shall include all necessary expenses incident to unloading from the ship upon arrival in Haiti, cartage between the ship and the residence in Haiti, and packing and loading on board the ship upon departure from Haiti. 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 in this Agreement or when such shipments are necessitated by circumstances beyond their control. Payments of expenses for the transportation of families, household effects and automobiles, in the case of personnel who may join the Mission for temporary duty, shall not be required under this Agreement, but shall be determined by negotiations between the Navy Department of the United States of America and the authorized representative of the Government of the Republic of Haiti in Washington at such time as the detail of personnel for such temporary duty may be agreed upon.

Article 16. The Government of the Republic of Haiti shall, upon the request of the Chief of the Mission, approved by the Ambassador of the United States of America or by the Chargé d'Affaires ad interim, grant entry, duty-free, for articles imported by members of the Mission for their personal use and that of the members of their families, not to exceed 25 percent of the total of their annual salary. The Chief of the Mission shall be responsible for the strict observance of the provisions of this Article.

Article 17. If the services of any member of the Mission should be terminated by action of the Government of the United States of America, except in accordance with the provisions of Article 5, prior to the completion of two years' service, the provisions of Article 15 shall not apply to the return voyage. If the services of any member of the Mission should terminate or be terminated prior to the completion of two years' service for any other reason, including those set forth in Article 5, he shall receive from the Government of the Republic of Haiti all the compensations, emoluments, and perquisites as if he had completed two years' service, but the annual salary shall terminate as provided by Article 13. But should the Government of the United States of America detach any member for breach of discipline, no cost of the return to the United States of America of such member, his family, household effects, baggage or automobile shall be borne by the Government of the Republic of Haiti.

Article 18. Compensation for transportation and traveling expenses in the Republic of Haiti on official business of the Government of the Republic of Haiti shall be provided by the Government of the Republic of Haiti in accordance with the provisions of Article 10.

Article 19. The Government of the Republic of Haiti shall provide the Chief of the Mission with a suitable automobile, with chauffeur, for his use on official business. Vehicles, with chauffeur, and, when necessary, a launch properly equipped, shall, upon request, be placed at the disposal of the Mission by the Government of the Republic of Haiti for the conduct of the official business of the Mission.

Article 20. The Government of the Republic of Haiti shall provide suitable office space for the use of the members of the Mission and grant them all facilities for their work, to the extent of its means.

Article 21. If any member of the Mission, or a member of his family, should die in Haiti, the Government of the Republic of Haiti shall have the body transported to such place in the United States of America as the members of his family may decide, but the cost to the Government of the Republic of Haiti 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.

The return trip to the port of embarkation in the United States of America of the family of the deceased and the transportation of their household effects and automobile shall be provided according to the terms of Article 15. All compensation due the deceased member, including salary for the fifteen (15) days subsequent to his death, and reimbursement for expenses and transportation due such member for travel performed on official business of the Government of the Republic of Haiti, shall be paid to the widow of the deceased, or to any other person who may have been designated in writing by the deceased while serving under the terms and provisions of this Agreement; but his widow or any other person shall not be entitled to any compensation for accrued leave due and not taken by the deceased. All compensations due the widow, or any 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

OBLIGATIONS AND CONDITIONS

Article 22. So long as this Agreement, or any extension thereof, is in effect, the Government of the Republic of Haiti agrees not to engage the services of a Mission of any other foreign government for duties of any nature connected with the Coast Guard of Haiti, except by mutual agreement between the Government of the United States of America and the Government of the Republic of Haiti.

Article 23. Each member of the Mission shall agree not to divulge or in any way disclose to any government or individual 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 his services with the Mission and after the expiration or cancellation of this Agreement or any extension thereof.

Article 24. In the terms of this Agreement, the word "family" is understood, for each member of the Mission, to mean his wife and their minor children.

Article 25. Each member of the Mission shall be entitled to one month's annual leave with pay, or to a proportional part of such leave with pay for any fractional part of a year. The unused portion of such leave shall be cumulative from year to year during his service as a member of the Mission.

Article 26. The Government of the Republic of Haiti agrees to grant the leave specified in Article 25, upon written request approved by the Chief of the Mission, taking into consideration the conveniences of the service.

Article 27. The leave referred to in Article 25 may be spent in Haiti, in the United States of America, or in other countries, but the expense of travel

and transportation shall be borne by the member of the Mission taking such leave. Travel time shall count as leave and shall not be in addition to the time authorized in Article 25.

Article 28. Any member of the Mission who may be relieved shall continue service with the Mission until the arrival of his replacement, except when otherwise agreed upon between the two Governments.

Article 29. Members of the Mission who may become ill shall be cared for in the hospitals of the Government of the Republic of Haiti at the expense of the Government of the Republic of Haiti. There shall furthermore be provided annually a credit not to exceed 20 percent of the total amount of the annual salaries of the members of the Mission for medical attention that may be furnished them and the members of their families by specialists or in institutions other than the hospitals of the Government of the Republic of Haiti. The expenditure of funds of this nature shall be made by the Government of the Republic of Haiti at the request of the Chief of the Mission. The Government of the Republic of Haiti shall not be responsible for payment of expenses for medical attention received outside the territory of the Republic. Neither shall the Government of the Republic of Haiti be responsible for the payment of further compensation following physical disability of a member of the Mission.

Article 30. Any member of the Mission no longer able properly to perform his duties 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 Joseph D. Charles, Ambassador of Haiti in Washington, duly authorized thereto, have signed this Agreement, in duplicate, in the English and French languages, at Washington, this fourteenth day of April, one thousand nine hundred forty-nine.

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

For the Government of the Republic of Haiti:
Joseph D. CHARLES