

No. 1044

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**UNITED STATES OF AMERICA**  
**and**  
**HONDURAS**

**Agreement for establishing a United States air force mission  
to the Republic of Honduras. Signed at Washington,  
on 6 March 1950**

*Official texts: English and Spanish*

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

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

**Accord relatif à l'envoi d'une mission militaire aérienne des  
Etats-Unis dans la République de Honduras. Signé à  
Washington, le 6 mars 1950**

*Textes officiels anglais et espagnol.*

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

No. 1044. AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF HONDURAS FOR ESTABLISHING A UNITED STATES AIR FORCE MISSION TO THE REPUBLIC OF HONDURAS. SIGNED AT WASHINGTON, ON 6 MARCH 1950

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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 to constitute a United States Air Force 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 Honduran Ministry of War and the Commander in Chief of the Honduran Air Force. Officers of the Mission will act, wherever required by the Honduran Ministry of War, as tactical and technical advisers to the Honduran Air Force with regard to aviation.

*Article 2.* The 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 Honduras, unless previously terminated or extended as hereinafter provided. Any member of the Mission may be recalled at any time by the Government of the United States of America, provided a replacement with equivalent qualifications is furnished, unless it is mutually agreed between the Government of the United States of America and the Government of the Republic of Honduras that no replacement is required.

*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 (4) 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 6 March 1950, by signature.

*a.* By either of the Governments, subject to three 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 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.* The Mission shall consist of such personnel of the United States Air Force as may be agreed upon by the Ministry of War of the Republic of Honduras, through his authorized representative in Washington, and by the Department of the Air Force 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 by the Ministry of War of the Republic of Honduras and the Chief of the Mission.

*Article 8.* The members of the Mission shall be responsible solely to the Ministry of War of the Republic of Honduras through the Chief of the Mission.

*Article 9.* Each member of the Mission shall serve on the Mission with the rank he holds in the United States Air Force, and shall wear the uniform of his rank in the United States Air Force, but shall have precedence over all Honduran officers of the same rank.

*Article 10.* Each member of the Mission shall be entitled to all the benefits and privileges which the Regulations of the Honduran Air Force provide for Honduran officers and subordinate personnel of corresponding rank.

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

### *Title IV*

#### COMPENSATION AND PERQUISITES

*Article 12.* Members of the Mission shall receive from the Government of the Republic of Honduras such net annual compensation as may be agreed

upon by 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 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 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 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 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 15.* Each member of the Mission and his family shall be furnished by the Government of the Republic of Honduras with first-class accommodations for travel, via the shortest usually traveled route, required and performed under this Agreement, between the port of embarkation in the United States of America and his official residence in the Republic of Honduras, both for the outward and for the return trip. The Government of the Republic of Honduras shall also pay all expenses of shipment of household effects, baggage, and automobile of each member of the Mission between the port of embarkation in the United States of America and his official residence in the Republic of Honduras, as well as all expenses incidental to the transportation of such household effects, baggage, and automobile from the Republic of Honduras to the port of entry in the United States of America. 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. Payment of expenses for the transportation of families, household effects, and automobiles in the case of personnel who may join the Mission for temporary duty at the request of the Ministry of War of the Republic of Honduras shall be determined by negotiations between the Department of the Air Force of the United States of America

and the authorized representative of the Ministry of War of the Republic of Honduras in Washington at such time as the detail of personnel for such temporary duty may be agreed upon.

*Article 16.* The personal and household effects, baggage, and automobiles of members of the Mission, as well as articles imported by the members of the Mission for their personal use and for the use of members of their families or for official use of the Mission, shall be exempt from custom duties and imposts of any kind by the Government of Honduras and allowed free entry and egress upon request of the Chief of the Mission. This provision is applicable to all personnel of the Mission whether they be accredited, on temporary duty, or nonaccredited members.

*Article 17.* Should the services of any member of the Mission be terminated by the Government of the United States of America prior to the completion of two years of service as a member of the Mission, the cost of the return to the United States of America of such member, his family, baggage, household goods, and automobile shall not be borne by the Government of the Republic of Honduras, nor shall the expenses connected with transporting the replacing member to his station in Honduras, except the cost of shipment of his automobile, be borne by the Government of the Republic of Honduras.

*Article 18.* Compensation for transportation and expenses incurred during travel performed 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 10.

*Article 19.* The Government of the Republic of Honduras shall provide the Chief of the Mission 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 Republic of Honduras for use by the members of the Mission for the conduct of the official business of the Mission.

*Article 20.* The Government of the Republic of Honduras shall provide suitable office space and facilities for the use of the members of the Mission.

*Article 21.* If any member of the Mission, or any of his family, should die in the Republic of Honduras, the Government of the Republic of Honduras shall have the body transported to such place in the United States of America as the surviving members of the family may decide, but the cost to the Government of the Republic of Honduras 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. Return transportation to New York City for the family of the deceased member and for their baggage, household effects, and automobile shall be provided as prescribed in Article 15. All compensation due the deceased member, including salary for fifteen (15)

days subsequent to his death, and reimbursement for expenses and transportation due the deceased member for travel performed on official business of the Republic of Honduras, shall be paid to the proper heirs of the deceased member, or to any other person who may have been designated in writing by the deceased while serving under the terms of the Agreement; but such proper heirs or other persons shall not be compensated for accrued leave due and not taken by the deceased. All compensations due the proper heirs or other persons designated by the deceased, under the provisions of this Article, shall be paid within fifteen (15) days of the decease of said member.

### *Title V*

#### REQUISITES AND CONDITIONS

*Article 22.* So long as this Agreement, or any extension thereof, is in effect, the Government of the Republic of Honduras shall not engage or accept the services of any personnel of any foreign government other than the United States of America for duties of any nature connected with the Honduran Air Force, except by mutual agreement between the Government of the United States of America and the Government of the Republic of Honduras.

*Article 23.* 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 24.* Throughout this Agreement the term "family" is limited to mean wife and dependent children.

*Article 25.* 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 26.* 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 27.* The Government of the Republic of Honduras agrees to grant the leave specified in Article 25, upon receipt of written application approved

by the Chief of the Mission, with due consideration for the convenience of the Government of the Republic of Honduras.

*Article 28.* The Government of the Republic of Honduras shall provide suitable medical attention to members of the Mission and their families. In case a member of the Mission becomes ill or suffers injury, he shall, at the discretion of the Chief of the Mission, be placed in such hospital as the Chief of the Mission deems suitable, after consultation with the Ministry of War of the Republic of Honduras, and all expenses incurred as the result of such illness or injury while the patient is a member of the Mission and remains in Honduras shall be paid by the Government of the Republic of Honduras. If the hospitalized member is a commissioned officer, he shall pay his cost of subsistence, but if he is an enlisted man, the cost of subsistence shall be paid by the Government of the Republic of Honduras. Families shall enjoy the same privileges agreed upon in this Article for members of the Mission, except that a member of the Mission shall in all cases pay the cost of subsistence incident to hospitalization of a member of his family, except as may be provided under Article 10.

*Article 29.* Any member of the Mission unable to perform his duties with the Mission by reason of long-continued physical disability shall be replaced.

#### *Title VI*

##### NONACCREDITED PERSONNEL

*Article 30.* In addition to the accredited personnel as provided for in Article 6, the United States Air Force may assign, subject to the concurrence of the Ministry of War of the Republic of Honduras, such additional personnel as may be required to perform the administration of the Mission and to maintain and operate the aircraft and other equipment assigned to the Mission. Such personnel shall be considered as nonaccredited members of the Mission. The following Articles only shall apply to nonaccredited personnel: 11, 16, and 23.

IN WITNESS WHEREOF, the undersigned, Dean Acheson, Secretary of State of the United States of America, and Rafael Heliodoro Valle, Ambassador Extraordinary and Plenipotentiary of the Republic of Honduras to the United States of America, duly authorized thereto, have signed this Agreement in duplicate in the English and Spanish languages, at Washington, this sixth day of March, one thousand nine hundred and fifty.

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

For the Government of the Republic of Honduras:  
RAFAEL HELIODORO VALLE