

No. 1898

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**UNITED STATES OF AMERICA  
and  
VENEZUELA**

**Agreement relating to the appointment of an army mission  
to Venezuela. Signed at Washington, 10 August 1951**

*Official texts: English and Spanish.*

*Registered by the United States of America on 14 October 1952.*

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

**Accord relatif à l'envoi d'une mission militaire au Vene-  
zuela. Signé à Washington, le 10 août 1951**

*Textes officiels anglais et espagnol.*

*Enregistré par les États-Unis d'Amérique le 14 octobre 1952.*

No. 1898. AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF VENEZUELA RELATING TO THE APPOINTMENT OF AN ARMY MISSION TO VENEZUELA. SIGNED AT WASHINGTON, ON 10 AUGUST 1951.

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 Army Officers and Personnel to constitute an Army Mission in Venezuela, under the terms stipulated below :

*Title I*

PURPOSE AND DURATION

*Article 1.* The purpose of this Mission is to cooperate, as Technical Adviser, with the Ministry of Defense of Venezuela.

*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 Government of the United States of America and the Government of 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 Any member of the Mission may be withdrawn by the Government of the United States of America after two years of service, in which case another member shall be appointed to replace him.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 should 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 :

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.

<sup>1</sup> Came into force on 10 August 1951, by signature.

*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 consist of such personnel of the Army of the United States of America as may be designated by agreement between the Ministry of National Defense of Venezuela, through its authorized representative at Washington, and the Department of the Army of the United States of America.

*Article 7.* Personnel selected for assignment to the Mission shall have an aptitude for the Spanish language and shall receive instruction in that language prior to their assignment to the Mission.

### *Title III*

#### DUTIES, RANK AND PRECEDENCE

*Article 8.* The personnel of the Mission shall render such duties as are assigned to it by agreement between the Ministry of Defense of Venezuela and the Chief of the Mission.

*Article 9.* The members of the Mission shall be responsible solely to the Ministry of Defense, through the Chief of the Mission.

*Article 10.* Each member of the Mission shall serve with the rank he holds in the Army of the United States of America and shall wear the appropriate uniform of the United States Army, but he shall have precedence over all officers of Venezuela having the same rank.

*Article 11.* Each member of the Mission shall receive the benefits and privileges which the Venezuelan Army Regulations provide for Army officers and personnel of like rank, except as provided in Article 30.

*Article 12.* The personnel of the Mission shall be governed by the Disciplinary Regulations of the Army of the United States of America.

### *Title IV*

#### COMPENSATION AND PERQUISITES

*Article 13.* 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 Defense of Venezuela shall pay them in order to ensure net compensations to the members of the Mission.

*Article 14.* 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 of America 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 of America, and, in addition, for any period of accumulated leave that may be due them.

*Article 15.* 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 16.* 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) 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 non-commissioned officer shall receive fifty percent of that amount, that is, one thousand dollars (\$1,000). 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 Defense of Venezuela shall not be required under this Agreement but shall be determined by negotiation between the Department of the Army of the United States of America and the representative of the Ministry of Defense of Venezuela at Washington whenever the sending of such personnel for temporary service may be agreed upon.

*Article 17.* 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 18.* 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 16 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 19.* 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 11.

*Article 20.* The Government of Venezuela shall furnish the Chief of the Mission a suitable automobile with chauffeur for his use on official business. Suitable motor transportation with chauffeur shall, upon call by the Chief of Mission, be made available by the Government of Venezuela for use by the members of the Mission whenever needed in the performance of the Mission's official duties.

*Article 21.* The Government of Venezuela shall furnish a suitable office with all necessary facilities for the use of the Mission.

*Article 22.* 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 cost of transporting 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 16. 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 23.* So long as this Agreement, or any extension thereof, is in force the Government of Venezuela shall not engage the services of any personnel of any other foreign government for duties of any nature connected with the Venezuelan Army except by mutual agreement between the Government of the United States of America and the Government of Venezuela.

*Article 24.* 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 with 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 25.* In this Agreement the term "family" signifies wife and dependent children.

*Article 26.* 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 27.* The leave referred to in Article 26 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 26.

*Article 28.* The Government of Venezuela agrees to grant the leave specified in Article 26, 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 29.* 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 30.* 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 31.* 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 Don Antonio M. Araujo, Ambassador Extraordinary and Plenipotentiary of the Republic 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 tenth day of August, one thousand nine hundred and fifty-one.

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

For the Government of the Republic of Venezuela :  
Antonio M. ARAUJO