

No. 1640

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**UNITED STATES OF AMERICA  
and  
CUBA**

**Agreement providing for the services of a United States  
Air Force Mission to the Republic of Cuba. Signed at  
Washington, on 22 December 1950**

*Official texts: English and Spanish.*

*Registered by the United States of America on 29 February 1952.*

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**ÉTATS-UNIS D'AMÉRIQUE  
et  
CUBA**

**Accord relatif à l'envoi d'une mission d'aviation militaire  
des États-Unis à Cuba. Signé à Washington, le 22 dé-  
cembre 1950**

*Textes officiels anglais et espagnol.*

*Enregistré par les États-Unis d'Amérique le 29 février 1952.*

No. 1640. AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF CUBA PROVIDING FOR THE SERVICES OF A UNITED STATES AIR FORCE MISSION TO THE REPUBLIC OF CUBA. SIGNED AT WASHINGTON, ON 22 DECEMBER 1950

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In conformity with the discussions held between the Governments of the United States of America and the Republic of Cuba on hemisphere military cooperation and a possible uniformity of military tactics and methods, 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 Cuba under the conditions specified below :

TITLE I

*Purpose and Duration*

ARTICLE 1. The purpose of this Mission is to cooperate with the Chief of Staff of the Army of the Republic of Cuba and the Cuban Air Force. Officers of the Mission will act, wherever required by the Chief of Staff of the Army of the Republic of Cuba, as tactical and technical advisers to the Cuban Air Force with regard to aviation.

ARTICLE 2. The Mission shall continue for a period of two (2) 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 Cuba, 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 Cuba that no replacement is required.

ARTICLE 3. If the Government of the Republic of Cuba 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.

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<sup>1</sup> Came into force on 22 December 1950 by signature.

ARTICLE 4. This Agreement may be terminated before the expiration of the period of two (2) 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 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 or at the request of the Government of the Republic of Cuba, 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 Cuba 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 Chief of Staff of the Army of the Republic of Cuba, 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 Chief of Staff of the Army of the Republic of Cuba and the Chief of the Mission.

ARTICLE 8. In carrying out their duties, the members of the Mission shall be responsible solely to the Chief of Staff of the Army of the Republic of Cuba and this responsibility shall be enforced 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 and insignia of the said Air Force.

ARTICLE 10. Each member of the Mission shall be entitled to all the benefits and honors which the Regulations of the Cuban Air Force provide for Cuban 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. If an act is committed

by a mission member which in the opinion of the Cuban Government is of such nature as to warrant disciplinary action, the mission member shall be removed upon request of the Cuban 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. Members of the Mission shall receive from the Government of the Republic of Cuba 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 Cuba 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 Cuba 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 Cuba 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 Cuba, 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 Cuba 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 Cuba, both for the outward and for the return trip. The Government of the Republic of Cuba 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 Cuba, as well as all expenses incidental to the transportation of such household effects, baggage, and automobile from the Republic of Cuba 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 Chief of Staff of the Army of the Republic of Cuba shall be determined by negotiations between the Department of the Air Force of the United States of America and the authorized representative of the Chief of Staff of the Army of the Republic of Cuba in Washington at such time as the detail of personnel for such temporary duty may be agreed upon.

ARTICLE 16. Upon request of the Chief of the Mission 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 import duties of any kind by the Government of Cuba and allowed free entry and egress. This provision is applicable to all personnel on official duty with the Mission.

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 Cuba, nor shall the expenses connected with transporting the replacing member to his station in Cuba, except the cost of shipment of his automobile, be borne by the Government of the Republic of Cuba.

ARTICLE 18. Compensation for transportation and expenses incurred during travel performed on official business of the Government of the Republic of Cuba shall be provided by the Government of the Republic of Cuba in accordance with the provisions of Article 10.

ARTICLE 19. Suitable motor transportation with chauffeur shall on call be made available by the Government of the Republic of Cuba 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 Cuba shall provide suitable premises and office 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 Cuba, the Government of the Republic of Cuba 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 Cuba 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 Cuba, 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. If while this Agreement or any extension thereof is in force, the Government of the Republic of Cuba should wish to engage the services of personnel of some other foreign government for duties of any nature in connection with the Cuban Army, the Government of the Republic of Cuba will give three (3) 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 Republic of Cuba.

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 Cuba, 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 application for leave, to which Article 25 refers, shall be presented to the Chief of Staff of the Army of Cuba after being approved by the Chief of the Mission and the leave shall be granted, with due consideration for the convenience of the Government of the Republic of Cuba.

ARTICLE 28. The Government of the Republic of Cuba shall make available without cost to members of the Mission and their families the same medical facilities which members of the Army of Cuba enjoy.

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

#### TITLE VI

##### *Additional 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 Chief of Staff of the Army of the Republic of Cuba, 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. The following articles only shall apply to such additional personnel: 11, 16, 23 and 28.

IN WITNESS WHEREOF, the undersigned, Dean Acheson, Secretary of State of the United States of America, and Luis Machado, Ambassador Extraordinary and Plenipotentiary of the Republic of Cuba at Washington, duly authorized thereto, have signed this Agreement in duplicate, in the English and Spanish languages, at Washington, this twenty-second day of December, 1950.

For the Government of the United States of America :

Dean ACHESON

For the Government of the Republic of Cuba :

L. MACHADO