

No. 1642

**UNITED STATES OF AMERICA
and
LIBERIA**

**Agreement for assignment of United States Army Mission
to Liberia. Signed at Washington, 11 January 1951**

Official text: English.

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

**ÉTATS-UNIS D'AMÉRIQUE
et
LIBÉRIA**

**Accord relatif à l'envoi d'une mission militaire des États-
Unis d'Amérique au Libéria. Signé à Washington, le
11 janvier 1951**

Texte officiel anglais.

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

No. 1642. AGREEMENT¹ BETWEEN THE UNITED STATES OF AMERICA AND LIBERIA FOR ASSIGNMENT OF UNITED STATES ARMY MISSION TO LIBERIA. SIGNED AT WASHINGTON, 11 JANUARY 1951

In conformity with the request of the Government of Liberia to the Government of the United States of America, the President of the United States of America, with full and freely given consent of the Government of Liberia, has authorized the appointment of officers and enlisted men of the Army of the United States to constitute an Army Mission to Liberia under the conditions specified below :

Purpose and Duration

ARTICLE 1. The purpose of this Mission is to cooperate with the Armed Forces authorities and personnel of Liberia in the training and organization of these forces and to advise and assist the Armed Forces of Liberia on Army matters with a view to enhancing the efficiency of these forces in maintaining internal security.

ARTICLE 2. This Mission shall continue for a period of three 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 Liberia subject to termination as hereinafter provided. Any member of the Mission may be recalled at any time upon the request of 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 Liberia that no replacement is required.

ARTICLE 3. This Agreement may be terminated before the expiration of the period of three years 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, without necessity of compliance with provision (a) of this Article.

¹ Came into force on 11 January 1951, as from the date of signature, in accordance with article 27.

(c) By either the Government of the United States of America or the Government of Liberia at any time during a period when either Government is involved in hostilities.

Composition and Personnel

ARTICLE 4. The Mission shall, at all times consist of at least one member of the United States Army and such additional personnel of this service as may from time to time be agreed upon by the Government of the United States of America and the Government of Liberia.

ARTICLE 5. The duties of the Mission shall be to advise and assist the authorities of the Armed Forces of the Government of Liberia and their subordinate staff, personnel, and field agencies with respect to plans, problems concerning organization, administrative principles and training, and such other matters as may be mutually agreed.

ARTICLE 6. Members of the Mission shall be responsible to the President of Liberia or his duly authorized representative, through the Chief of the Mission.

ARTICLE 7. An Officer of the Mission will be designated by the United States as Chief of the Mission. Other members of the Mission will be assigned duties by the Chief of the Mission as may be agreed to between the President of Liberia or his duly authorized representative and the Chief of the Mission.

ARTICLE 8. In the performance of their Mission in the armed forces organization in which they will serve, members of the Mission shall advise and assist directly the respective Commanding Officers with no implication of their being subordinated to said Commanding Officer.

ARTICLE 9. Each member of the Mission shall serve on the Mission as a member of the United States Army and serve in the rank, grade and rating he holds in the United States Army and shall wear the uniform thereof, as provided in current regulations. The precedence of the personnel who compose the Mission, with respect to personnel of Liberian Armed Forces, shall be determined by their respective rank and seniority except that the Government of Liberia may accord to them such additional simulated rank and precedence as may be determined to be commensurate with their duties.

ARTICLE 10. Each member of the Mission shall be entitled to all the benefits and prerogatives which the laws and regulations of the Liberian armed forces provide for Liberian 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 Army. Members of the Mission

will, as a special consideration of the Government of Liberia, enjoy the rights and privileges of diplomatic immunity.

Compensation and Perquisites

ARTICLE 12. Pay and allowances, as well as expenses incident to travel outside of Liberia, for the members of the Mission, shall be borne by the Government of the United States of America. These shall not be subject to any Liberian tax or to tax by any political subdivision of Liberia that is now or shall hereafter be in effect.

ARTICLE 13. Upon request of the Chief or Head of the Mission the Government of Liberia shall grant to the members of, and personnel detailed to duty with, the Mission exemption from customs duties on articles imported for the official use of the Mission or the personal use of the members thereof and personnel detailed to duty thereto, and of members of their families; and the foregoing personnel shall not be required to pay export duties on articles for official use or for their personal use upon the occasion of their departure from said country.

ARTICLE 14. Compensation for transportation and travel expenses on official business of the Liberian Government shall be provided by the Government of Liberia.

ARTICLE 15. The Government of Liberia shall provide the members of the Mission with suitable motor transportation and chauffeurs, and when necessary transportation by aircraft or ship for the conduct of the official business of the Mission in Liberia.

ARTICLE 16. The Government of Liberia shall provide suitable office space and facilities and necessary stenographic help for the use of members of the Mission.

ARTICLE 17. If any member of the Mission or any member of his family should die in Liberia, the Government of the United States of America shall have the body transported to such place in the United States of America as the surviving members of the family may decide. Should the deceased be a member of the Mission, his services with the Mission shall be considered to have terminated thirty days after his death.

Requisites and Conditions

ARTICLE 18. So long as this Agreement, or any extension thereof, is in effect the Government of Liberia shall not engage or accept the services of any personnel of any government other than the United States of America for duties of any nature connected with the Liberian Armed Forces except by mu-

tual agreement between the Government of the United States of America and the Government of Liberia.

ARTICLE 19. Each member of the Mission has the obligation not to divulge or in any way to disclose to any foreign government or any person whatsoever, any secret or confidential matter of which he may become cognizant in his capacity as a member of the Mission. This obligation shall continue in force after the termination of the services of the member or the Mission and after the expiration or cancellation of this Agreement or any extension thereof.

ARTICLE 20. It is understood that the personnel of the Armed Forces of the United States of America, to be stationed within the territory of Liberia under this Agreement, do not and will not comprise any combat forces.

ARTICLE 21. Leave provided by law for military personnel of the United States shall apply to members of the Mission while on duty in Liberia. Such leave may be spent in Liberia, 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.

ARTICLE 22. The Government of Liberia agrees to grant the leave specified in Article 21 upon receipt of written applications, approved by the Chief of Mission, with due consideration for the convenience of the Government of Liberia.

ARTICLE 23. Members of the Mission that may be replaced shall terminate their services on the Mission only upon the arrival of their replacement, except when otherwise mutually agreed upon in advance by the respective Governments.

ARTICLE 24. The Government of Liberia 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 Liberian authorities, and all expenses incurred as a result of such illness or injury, while the patient is a member of the Mission and remains in Liberia, shall be paid by the Government of Liberia. 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 provided under Article 10.

ARTICLE 25. Any member unable to perform his duties with the Mission by reason of long continued physical disability, shall be replaced.

ARTICLE 26. The Government of Liberia will have the right to request the recall of any member of the Mission, duly and competently proved to be

guilty of interference in the political affairs of the country or of violation of the laws of the land.

ARTICLE 27. This Agreement shall come into force upon the date of signature.

IN WITNESS WHEREOF, the undersigned, duly authorized thereto, have signed this Agreement.

DONE at Washington, in duplicate, this 11th day of January, 1951.

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

For the Government of Liberia :
Gabriel L. DENNIS