

No. 2690

**UNITED STATES OF AMERICA
and
VENEZUELA**

**Agreement relating to a United States Air Force Mission to
Venezuela. Signed at Washington, on 16 January 1953**

Official texts: English and Spanish.

Registered by the United States of America on 6 October 1954.

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

**Accord relatif à l'envoi d'une Mission de l'aviation militaire
des États-Unis au Venezuela. Signé à Washington, le
16 janvier 1953**

Textes officiels anglais et espagnol.

Enregistré par les États-Unis d'Amérique le 6 octobre 1954.

No. 2690. AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF VENEZUELA RELATING TO A UNITED STATES AIR FORCE MISSION TO VENEZUELA. SIGNED AT WASHINGTON, ON 16 JANUARY 1953

In conformity with the request of the Government of Venezuela 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 personnel to constitute a United States Air Force Mission to Venezuela under the conditions specified below :

TITLE I

PURPOSE AND DURATION

Article 1. The purpose of this Mission is to cooperate with the Ministry of Defense in all matters relating to the technical development and improvement of the Venezuelan Air Forces.

Article 2. The Mission shall continue for a period of four years from the date of the signing of this Agreement by the accredited representatives of the Governments of the United States of America and Venezuela 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 two years of service, in which case another member shall be appointed to replace him. Likewise, the Government of Venezuela may request the replacement of any member 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 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 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 that Government, without compliance with provision (a) of this article.

¹ Came into force on 16 January 1953, by signature.

Article 5. This Agreement is subject to termination either by the Government of the United States of America or by the Government of Venezuela in the event that either of them is involved in domestic or foreign hostilities.

TITLE II

COMPOSITION AND PERSONNEL

Article 6. This Mission shall consist of such personnel of the United States Air Force as may be appointed by agreement between the Ministry of Defense of Venezuela through its authorized representative in Washington and the Department of the Air Force of the United States of America.

Article 7. The personnel selected to serve on the Mission must have an adequate knowledge of the Spanish language.

TITLE III

DUTIES, RANK AND PRECEDENCE

Article 8. The personnel of the Mission shall perform such duties as may be assigned to them 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 on it with the rank he holds in the United States Air Force, shall wear the uniform of his rank in the United States Air Force, and shall have the precedence which is indicated by the Military Protocol of Venezuela.

Article 11. Each member of the Mission shall enjoy the benefits and privileges which the Regulations of the Venezuelan Army provide for officers and enlisted personnel of equivalent rank.

Article 12. The personnel of the Mission shall be governed by the Disciplinary Regulations of the United States Air Force, except in the event of the commission of common crimes which would be tried by the competent courts according to the seriousness of the case.

TITLE IV

COMPENSATION AND PERQUISITES

Article 13. Members of the Mission shall receive from the Government of Venezuela a net annual compensation expressed in United States currency, which shall be fixed for each individual by agreement between the Government of the United States of America and the Government of Venezuela. The above-

mentioned compensation shall be paid in twelve equal monthly installments on the last day of each month. The payments may be made in Venezuelan currency and, in such case, shall be calculated at the official rate of exchange prevailing for the dollar in Caracas on the day when the payment is made. Payments made outside of Venezuela shall be made in United States currency, and in the amounts and on the dates agreed upon in advance for that purpose. The said compensation shall not be subject to the Venezuelan income tax or to any other tax, now or hereafter in effect, in any political subdivision of Venezuela. Should there, however, while this Agreement is in effect, be any taxes that might affect the above-mentioned compensation, such taxes shall be borne by the Ministry of Defense of Venezuela in order to ensure the net compensation of members of the Mission.

Article 14. The compensations 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 in the cases provided for herein, shall continue in effect, following the termination of duty with the Mission, for the return trip to the United States of America and for any period of accumulated leave which may be due him.

Article 15. The compensation for the period of the return trip and accumulated leave shall be paid to a detached member of the Mission before his departure from Venezuela, and such payment shall be computed on the basis of the time necessary for travel by the shortest maritime route, regardless of the route and method of transportation selected by the detached member.

Article 16. Each member of the Mission and his family shall be furnished by the Government of Venezuela with first-class accommodations for travel performed under this Agreement, via 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. Likewise, each officer shall receive the amount of two thousand (\$ 2,000.00) dollars and each noncommissioned officer the amount of one thousand (\$ 1,000.00) dollars to pay for moving his personal and household effects and automobile from the port of embarkation in the United States of America to his official residence in Venezuela. The same terms shall apply to the return trip.

Payment of the items just mentioned in the case of personnel who come temporarily to render services to Venezuela, at the request of its Government, and who do not belong specifically to the Mission, shall not be governed by this Agreement, but by an agreement between the Representative of Venezuela in Washington and the Department of the Air Force of the United States of America.

Article 17. The Government of Venezuela will place at the disposal of the Chief of the Mission a fund consisting of twenty-five per cent (25 %) of the annual

salaries of the members of the Mission to cover the customs duties on articles imported for the personal use of the members of the Mission and their families.

Article 18. If the Government of the United States of America should recall any member of the Mission before the completion of two years of service, the provisions of Article 16 referring to the return trip shall not be applicable unless the measure of the said Government is justified under the provisions of Article 5 or is based on proved illness of the person in question contracted during his service in Venezuela.

The Government of Venezuela may request of the United States of America the recall of any member of the Mission for breaches of discipline that have been committed, in which case the former Government shall not be obligated to pay the cost of the return trip.

Article 19. The Government of Venezuela will reimburse the members of the Mission for transportation and traveling expenses incurred in the performance of their duties in the territory of Venezuela in conformity with the provisions of Article 11.

Article 20. The Government of Venezuela will provide the Chief of the Mission with a suitable automobile with chauffeur for use on official business. At the request of the Chief of the Mission the Government of Venezuela will also provide automobiles with chauffeurs for the use of the members of the Mission whenever they require them for the performance of their official duties.

Article 21. The Government of Venezuela will provide suitable office space with all necessary facilities for the use of the Mission.

Article 22. If any member of the Mission, or any of his family should die in Venezuela, the Government of Venezuela will 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 Venezuela 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 days after his death. The return passage to New York City for the family of the deceased member of the Mission and the transportation of their household effects, personal baggage, and automobile shall be provided in accordance with the terms of Article 16. All compensation due the deceased member, including salary for fifteen (15) days subsequent to his death, and all reimbursement due the deceased member for expenses of transportation and travel performed in the discharge of official duties in Venezuela shall be paid to the widow of the said member or to any other person who may have been designated in writing by him while serving under the terms of this Agreement ; but neither the widow nor any other person shall receive any sum for leave accrued and not taken by the deceased member. All payments due

the widow or other person designated by the deceased, under the provisions of this Article, shall be made within fifteen days of the decease of the said member.

TITLE V

REQUISITES AND CONDITIONS

Article 23. So long as this Agreement or any extension thereof is in effect, the Government of the Republic of Venezuela will 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 the Republic of Venezuela.

Article 24. Each member of the Mission is obligated not to divulge or in any way disclose to any foreign government, organization, or person any secrets or confidential matters of which he may have knowledge 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 of this Agreement or any extension thereof.

Article 25. In this Agreement the term "family" shall be understood to mean wife and dependent children.

Article 26. 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 the said leave may be accumulated from year to year by each member of the Mission.

Article 27. The leave referred to in Article 26 may be spent for travel in or outside of Venezuela, but the travel time may not exceed that of the leave specified in the said Article 26 except by special provision of the Government of Venezuela.

Article 28. The Government of Venezuela agrees to grant the leave specified in Article 26 upon receipt of a written application, 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 on the Mission only upon the arrival of their replacements, except when otherwise mutually agreed upon between the respective Governments.

Article 30. The Government of Venezuela will provide for the members of the Mission free medical attention in the military and naval hospitals of Venezuela and will place at the disposal of the Chief of the Mission an amount equal to twenty per cent (20 %) of the total annual salaries of the members of the Mission

for medical attention to members and their families in hospitals and clinics that are not military or naval. The Government of Venezuela will not be responsible for cases of physical disability of members of the Mission, in the event of which it will be bound only by the provisions of Article 18 if the disability is the consequence of an illness or accident originating during services in Venezuela.

Article 31. Any member of the Mission unable to perform his duties with the Mission by reason of long continued physical disability shall be replaced, the provisions of Articles 18 and 30 of this Agreement being applied, if appropriate.

IN WITNESS WHEREOF, the undersigned, Dean Acheson, Secretary of State of the United States of America, and César González, Ambassador Extraordinary and Plenipotentiary of the Republic of Venezuela at Washington, duly authorized thereto, have signed this Agreement in duplicate, in the English and Spanish languages, at Washington, this sixteenth day of January 1953.

For the Government of the United States of America :

Dean ACHESON

For the Government of the Republic of Venezuela :

César GONZÁLEZ
