

**No. 2787**

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**UNITED STATES OF AMERICA  
and  
NICARAGUA**

**Agreement relating to a United States military mission to  
Nicaragua. Signed at Managua, on 19 November 1953**

*Official texts: English and Spanish.*

*Registered by the United States of America on 3 March 1955.*

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

**Accord relatif à l'envoi d'une mission militaire américaine  
au Nicaragua. Signé à Managua, le 19 novembre 1953**

*Textes officiels anglais et espagnol.*

*Enregistré par les États-Unis d'Amérique le 3 mars 1955.*

No. 2787. AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF NICARAGUA RELATING TO A UNITED STATES MILITARY MISSION TO NICARAGUA. SIGNED AT MANAGUA, ON 19 NOVEMBER 1953

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In conformity with the request of the Government of the Republic of Nicaragua to the Government of the United States of America, the President of the United States of America has authorized the appointment of officers and noncommissioned officers to constitute a United States Army Mission, hereinafter referred to as Mission, to the Republic of Nicaragua under the conditions specified below :

TITLE I

PURPOSE AND DURATION

*Article 1*

The purpose of this Mission is to cooperate with the Ministry of War, Navy and Aviation of the Republic of Nicaragua and officials of the Nicaraguan National Guard, and to enhance the efficiency of the Nicaraguan National Guard in matters of training, organisation and administration. The members of the Mission are, in the exercise of their functions, obliged to use the Spanish language.

*Article 2*

This Agreement shall enter into effect on the date of signing thereof by the accredited representatives of the Government of the United States of America and the Government of the Republic of Nicaragua.

*Article 3*

This Agreement may be terminated in the following manner :

(a) By either of the Governments, subject to three months' written notice to the other Government ;

(b) By recall of the entire personnel of the Mission by the Government of the United States of America or at the request of the Government of the Republic of Nicaragua, in the public interest of either country, without necessity of compliance with provision (a) of this article.

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<sup>1</sup> Came into force on 19 November 1953, as from the date of signature, in accordance with article 2.

*Article 4*

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 Nicaragua in case either country becomes involved in foreign or domestic hostilities.

## TITLE II

## COMPOSITION AND PERSONNEL

*Article 5*

This Mission shall consist of a Chief of Mission and such other personnel of the United States Army as may be agreed upon by the Department of the Army of the United States of America and by the Ministry of War, Navy and Aviation of the Republic of Nicaragua. The individuals to be assigned to the Mission shall be those agreed upon by the Ministry of War, Navy and Aviation of the Republic of Nicaragua or its authorized representative and by the Department of the Army of the United States of America or its authorized representative.

*Article 6*

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 Department of the Army of the United States of America and the Ministry of War, Navy and Aviation of the Republic of Nicaragua that no replacement is required.

## TITLE III

## DUTIES, RANK AND PRECEDENCE

*Article 7*

The personnel of the Mission shall perform such duties as may be agreed upon between the Minister of War, Navy and Aviation of the Republic of Nicaragua and the Chief of Mission, except they shall not have command functions.

*Article 8*

In carrying out their duties, the members of the Mission shall be responsible to the Minister of War, Navy and Aviation of the Republic of Nicaragua and this responsibility shall be enforced through the Chief of Mission.

*Article 9*

Each member of the Mission shall serve on the Mission in the rank he holds in the United States Army, and shall wear the uniform and insignia of the United States Army, but shall have precedence over all Nicaraguan officers of the same rank, except the Commander of the Nicaraguan National Guard.

*Article 10*

Each member of the Mission shall be entitled to all benefits and privileges which the laws and regulations of the Nicaraguan National Guard provide for Nicaraguan officers and noncommissioned officers of corresponding rank.

## TITLE IV

## PRIVILEGES AND IMMUNITIES

*Article 11*

Members of the Mission and their dependents, while stationed in Nicaragua, shall have the right to import, export, possess and use currency of the United States of America and to possess and use the currency of the Republic of Nicaragua.

*Article 12*

Mission members shall be immune from the civil jurisdiction of Nicaraguan courts for acts or omissions arising out of the performance of their official duties. Claims of residents of the Republic of Nicaragua arising out of acts or omissions of members of the Mission shall be submitted to the Chief of Mission for appropriate disposition. Settlements of such claims by the Government of the United States of America shall operate as a complete release to both the Government of the United States of America and the Mission member concerned from liability for damages arising out of such acts or omissions. Determination as to whether an act or omission arose out of the performance of official duties shall be made by the Chief of Mission.

*Article 13*

The personnel of the Mission and the members of their families shall be governed by the disciplinary regulations of the United States Army.

*Article 14*

Mission members, whether they be accredited or nonaccredited, or on temporary duty, shall not be subject to any tax or assessments now or hereafter in effect, of the Government of the Republic of Nicaragua or of any of its political or administrative subdivisions.

## TITLE V

## COMPENSATION AND PERQUISITES

*Article 15*

The members of the Mission shall receive from the Government of the Republic of Nicaragua such net annual compensation, expressed in United States currency,

as may be established by agreement between the Government of the United States of America and the Government of the Republic of Nicaragua for each member of the Mission.

This compensation shall be paid in twelve (12) equal monthly installments, payable within the first five days of the month following the day it is due. Payments may be made in Nicaraguan national currency and when so made shall be computed at the rate of exchange in Managua most favorable to the Mission member on the date on which due.

The compensation provided herein, and any which the members of the Mission may receive from the Government of the United States of America, shall not be subject to any tax, now or hereafter in effect, of the Government of the Republic of Nicaragua 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 Nicaragua in order to comply with the provision of this Article that the compensation shall be net.

#### *Article 16*

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. Compensation shall be paid for unused accrued leave at time of termination of duty and prior to departure from Nicaragua.

#### *Article 17*

The compensation due for the period of the return trip shall be paid to a detached member of the Mission before his departure from the Republic of Nicaragua and such payment shall be computed for travel by the shortest usually travelled route, regardless of the route and method of travel used by the member of the Mission.

#### *Article 18*

Each member of the Mission and his family shall be furnished by the Government of the Republic of Nicaragua with first class accommodations for travel, via the shortest usually travelled route, required and performed under this Agreement, between the port of embarkation in the United States of America and his official residence in Nicaragua, both for the outward and for the return trip. The Government of the Republic of Nicaragua shall also pay all expenses of shipment of household goods, 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 Nicaragua as well as all expenses incidental to the transportation of such household goods, baggage and automobile from Nicaragua to the port of entry in the United States of America. Transportation of such household goods, baggage and automobile shall be effected in one shipment, and all subsequent shipments shall be at the expense of the respective member of the Mission, except as otherwise provided in this Agreement or when such shipments are necessitated by circumstances beyond his control. Payment of expenses for the transportation of families, household goods and automobiles in the case of personnel who may join the Mission for temporary duty at the request of the Minister of War, Navy and Aviation of the Republic of Nicaragua shall be determined by negotiations between the Department of the Army of the United States of America, or its authorized representative, and the Ministry of War, Navy and Aviation of the Republic of Nicaragua or its authorized representative, at such time as the detail of personnel for such temporary duty may be agreed upon.

#### *Article 19*

Should the services of any member of the Mission be terminated by the Government of the United States of America for any reason whatsoever prior to 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 Nicaragua, nor shall the expenses connected with transporting the replacing member to his station in Nicaragua, except the cost of shipment of his automobile, be borne by the Government of the Republic of Nicaragua.

#### *Article 20*

The personal and household goods, 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 import taxes, custom duties, inspections and restrictions of any kind by the Government of the Republic of Nicaragua and allowed free entry and egress upon request of the Chief of Mission. This provision is applicable to all personnel of the Mission whether they be accredited or non-accredited members, or on temporary duty. The rights and privileges accorded under this Article shall in general be the same as those accorded diplomatic personnel of the United States Embassy in Nicaragua.

#### *Article 21*

Compensation for transportation and travel expenses incurred during travel performed on official business of the Government of the Republic of Nicaragua shall be provided by the Government of the Republic of Nicaragua.

*Article 22*

The Ministry of War, Navy and Aviation of the Republic of Nicaragua shall provide the Chief of Mission with a suitable automobile, with chauffeur, for use on official business. Suitable motor transportation, with chauffeur, shall, on call of the Chief of Mission, be made available by the Government of the Republic of Nicaragua for use by the members of the Mission for the conduct of the official business of the Mission.

*Article 23*

The Ministry of War, Navy and Aviation of the Republic of Nicaragua shall provide suitable office space and facilities for the use of the members of the Mission.

*Article 24*

If any member of the Mission, or any of his family, should die in the Republic of Nicaragua, the Government of the Republic of Nicaragua shall bear the cost of transporting the body 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 Nicaragua shall not exceed the cost of transporting the remains from the place of decease to New York City. United States military authorities shall remove and dispose of the remains in accordance with the regulations of the Department of the Army of the United States of America. Should the deceased be a member of the Mission, his services with the Government of the Republic of Nicaragua 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 goods and automobile shall be provided as prescribed in Article 18. 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 of official business of the Government of the Republic of Nicaragua, but excluding compensation for accrued leave and not taken by the deceased, shall be paid direct to such person as may be authorized or prescribed by United States Military Law for appropriate disposition. All compensation due the deceased under the provisions of this Article shall be paid within fifteen (15) days of the decease of the said member.

## TITLE VI

## REQUISITES AND CONDITIONS

*Article 25*

So long as this Agreement is in effect, the Government of the Republic of Nicaragua shall not engage or accept the services of any personnel of any other

foreign Government nor of any individual who is not a citizen of Nicaragua, for duties of any nature connected with the Nicaraguan National Guard except by prior mutual agreement between the Government of the United States of America and the Government of the Republic of Nicaragua.

*Article 26*

Each member of the Mission shall agree not to divulge or in any way disclose any classified information 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 cancellation of this Agreement.

*Article 27*

Throughout this Agreement, the term "family" is limited to mean wife and dependent children.

*Article 28*

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 29*

The leave specified in the preceding Article may be spent in the Republic of Nicaragua, in the United States of America, or in any other country, 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 30*

The Republic of Nicaragua agrees to grant the leave specified in Article 28 upon receipt of written application, approved by the Chief of Mission with due consideration for the convenience of the Government of the Republic of Nicaragua.

*Article 31*

Members of the Mission who may be replaced shall terminate their services only upon the arrival of their replacements, except when otherwise mutually agreed upon in advance as provided in article 5.



*Article 32*

The Government of the Republic of Nicaragua shall provide suitable medical and dental care to members of the Mission and their families. In case a member of the Mission becomes ill or suffers injury, he shall be placed in such hospital or receive the attention of such doctors as the Chief of Mission deems suitable. Such doctors and hospitals shall normally be chosen from doctors, hospitals and pharmacies, all acceptable to the Chief of Mission which shall have been designated in advance for regular use by the Ministry of War, Navy and Aviation of the Republic of Nicaragua in consultation with the Chief of Mission. All expenses incurred as the result of such illness or injury while the patient is a member of the Mission and remains in Nicaragua shall be paid by the Government of the Republic of Nicaragua. 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 Nicaragua. 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.

*Article 33*

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

*Article 34*

It is understood that the personnel of the United States Army, to be stationed within the territory of the Republic of Nicaragua under this Agreement, do not and will not comprise any combat forces.

IN WITNESS WHEREOF the undersigned, Thomas E. Whelan, Ambassador of the United States of America to Nicaragua, and Oscar Sevilla Sacasa, Minister of Foreign Affairs of the Republic of Nicaragua, duly authorized thereto, have signed this Agreement in duplicate, in the English and Spanish languages, in Managua, this nineteenth day of November, one thousand nine hundred and fifty-three.

For the Government of the United States of America :  
Thomas E. WHELAN

For the Government of the Republic of Nicaragua :  
Oscar SEVILLA SACASA