

No. 3260

**UNITED STATES OF AMERICA
and
HONDURAS**

**Exchange of notes constituting an agreement relating to
a civil aviation mission to Honduras. Washington,
7 March 1952**

Official texts: English and Spanish.

Registered by the United States of America on 13 April 1956.

**ÉTATS-UNIS D'AMÉRIQUE
et
HONDURAS**

**Échange de notes constituant un accord relatif à l'envoi
d'une mission d'aviation civile au Honduras. Washing-
ton, 7 mars 1952**

Textes officiels anglais et espagnol.

Enregistré par les États-Unis d'Amérique le 13 avril 1956.

No. 3260. EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN THE UNITED STATES OF AMERICA AND HONDURAS RELATING TO A CIVIL AVIATION MISSION TO HONDURAS. WASHINGTON, 7 MARCH 1952

I

The Secretary of State to the Honduran Ambassador

DEPARTMENT OF STATE
WASHINGTON

March 7, 1952

Excellency :

I have the honor to refer to the request of the Government of Honduras that the Government of the United States of America and the Government of Honduras initiate a cooperative project in the field of Civil Aeronautics. I am pleased to state that my Government is prepared to cooperate in such a project in accordance with the following terms :

PROJECT AGREEMENT FOR CIVIL AVIATION MISSION TO HONDURAS

Pursuant to the terms of the General Agreement for Technical Cooperation concluded on January 26, 1951, between the Governments of the United States and Honduras,² and in recognition of the need for civil air transportation in achieving a balanced and integrated development of the economic resources and productive capacities of Honduras, the Government of the United States of America agrees, subject to the availability of qualified personnel and funds for the purpose, to designate a Civil Aviation Mission to be assigned to the Government of Honduras under the terms and conditions specified below. Further, the Government of the United States agrees, subject to the availability of funds and facilities, to provide training in the United States for qualified citizens of Honduras in the several aeronautics specialties in accordance with the terms and conditions contained in prospectuses which will be issued periodically by the Government of the United States.

Article I

Programs and Personnel

1. The United States Civil Aviation Mission to Honduras shall be composed of a Chief of Mission selected by the Government of the United States of America, subject to the approval of the Government of Honduras, and such additional experts as may be

¹ Came into force on 15 February 1954, the date of receipt by the Government of the United States of America of notification by Honduras of its approval of the Agreement, in accordance with the provisions of the said notes.

² United Nations, *Treaty Series*, Vol. 99, p. 49, and Vol. 180, p. 327.

required to carry out specific programs or projects proposed by the Government of Honduras and agreed to by the Government of the United States of America. The Chief of Mission so selected shall serve as principal consultant to the Government of Honduras on all matters concerned with civil aeronautics and shall consult and maintain liaison with the heads of Bureaus or Agencies of the Government of Honduras concerned with or related to civil aeronautics, and shall collaborate with these officials and their designated representatives in the execution of approved programs and projects and in the development of new programs and projects for consideration by appropriate authority. Members of the Mission shall be subject to the technical direction of the Chief of Mission and to the administrative direction of the Director of Technical Cooperation in Honduras, and shall work directly with designated personnel of the Government of Honduras in the conduct of studies and analyses and in the accomplishment of technical projects. They shall furnish technical advice and assistance on matters within their competence, shall demonstrate aeronautical processes and methods, and assist in the training of technical and administrative personnel of the Government of Honduras employed in civil aviation.

2. In addition to the regularly assigned and accredited members of the Mission referred to in paragraph 1 above, additional experts of the Government of the United States of America may be detailed to Honduras from time to time, for periods of not more than 30 days at any one time, upon request to the Chief of Mission from responsible civil aviation officials of the Government of Honduras, for the purpose of special technical consultation and assistance relating to existing or proposed projects. The reimbursement specified in Article II below shall not apply to experts so detailed, as all costs for their services shall be borne by the Government of the United States of America.

3. Personnel of the Mission shall be assigned or detailed in accordance with the laws of the Government of the United States of America governing such assignments. The duration of the assignment of each person shall be based on the duties contemplated and the probable time required for completion of the project involved. However, the assignment of any person may be terminated upon the request of the Government of Honduras or by recall by the Government of the United States of America upon 60 days notice by either Government.

4. Salaries and living allowances of the personnel of the Mission and the cost of transportation for them, their families, and household and personal effects between the United States of America and Tegucigalpa, Honduras, shall be paid by the Government of the United States of America in accordance with its laws and regulations.

5. The Government of Honduras shall pay the cost of travel of personnel of the Mission incurred outside the capital, Tegucigalpa, and its suburbs in the conduct of their duties. In addition, it shall provide means of transportation to Mission members for travel within Tegucigalpa and its suburbs as may be necessary in the conduct of the program.

6. The Government of Honduras shall provide suitable private offices, the office supplies and equipment required by the Mission for the fulfillment of its functions, and shall furnish bilingual clerical personnel and bear the cost thereof.

7. The Government of Honduras shall assume civil liability on account of damages to or loss of property or on account of personal injury or death caused by any member of the Mission while acting within the scope of his duties.

8. The Government of Honduras shall provide personnel of the Mission with necessary credentials of identification for their use in facilitating travel into and within Honduras.

9. The two Governments will establish procedures whereby the Government of Honduras will so deposit, segregate, or assure title to all funds allocated to or derived from this project, that such funds shall not be subject to garnishment, attachment, seizure or other legal process by any person, firm, agency, corporation, organization or government, when the Government of Honduras is advised by the Government of the United States of America that such legal process would interfere with the attainment of the objectives of the program of assistance.

Article II

Reimbursement for Cost of Mission

The Government of Honduras shall reimburse the Government of the United States of America for the cost of maintaining the Mission in Honduras at the rate of \$ 1,000 each per annum for the Chief and regularly assigned and accredited member of the Mission.

Such reimbursements shall be made at intervals of six months and may be made in Honduran currency at the rate of exchange prevailing at the time of payment. For accounting and procedural reasons, it will not be necessary for the Government of Honduras to make any payment to the Government of the United States of America until such time as the Government of Honduras shall have received a statement of its obligation in this connection. The duration of assignments of personnel of the Mission shall be based on the period commencing from the date of their arrival in Honduras and shall terminate upon their departure from Honduras upon completion of their duties.

Article III

Duration and Amendment

1. This arrangement shall remain in force for a period of three years or until three months after either Government shall have given notice in writing to the other of intention to terminate the arrangement, whichever is the earlier ; subject, however, to the availability of appropriations and personnel for this purpose.

2. If, during the life of this project, either Government should consider desirable the expansion or other modification of the activities carried out under this arrangement, it shall so notify the other Government in writing and the two Governments will thereupon consult with a view to agreeing on an Amendment to this arrangement.

If the foregoing terms are acceptable to your Excellency the Government of the United States of America will consider the present note and your reply concurring therein as constituting an arrangement between our respective Governments which shall enter into force on the date of receipt by the Government of the United States of notification in writing from the Government of Honduras of approval of the arrangement in accordance with the constitutional procedures of Honduras.

Accept, Excellency, the renewed assurances of my highest consideration.

For the Secretary of State :

Edward G. MILLER

His Excellency Señor Dr. Don Rafael Heliodoro Valle
Ambassador of Honduras

[TRANSLATION¹ — TRADUCTION²]

EMBASSY OF HONDURAS
WASHINGTON, D.C.

March 7, 1952

Excellency :

I have the honor to refer to Your Excellency's note dated March 7, 1952, relating to the technical assistance requested of the Government of the United States of America by the Government of Honduras in connection with the sending of a mission to advise the Dirección General de Aeronáutica [Office of the Director General of Aeronautics] of Honduras. This request was made in accordance with the provisions of the convention of January 26, 1951, concluded between my Government and that of Your Excellency.

The Government of Honduras hereby accepts the terms set forth in the following project agreement :

[See note I]

I avail myself of the opportunity to express to the Government of the United States, through Your Excellency's good offices, the thanks of the Government of Honduras for this new proof of hemisphere solidarity, and at the same time I take this occasion to renew to Your Excellency the assurances of my highest and most distinguished consideration.

[SEAL] Rafael Heliodoro VALLE

His Excellency Dean Acheson
Secretary of State
Washington, D.C.

¹ Translation by the Government of the United States of America.
² Traduction du Gouvernement des États-Unis d'Amérique.