

No. 3774

**UNITED STATES OF AMERICA
and
DOMINICAN REPUBLIC**

**Agreement relating to a naval mission. Signed at Ciudad
Trujillo, on 7 December 1956**

Official texts: English and Spanish.

Registered by the United States of America on 26 March 1957.

**ÉTATS-UNIS D'AMÉRIQUE
et
RÉPUBLIQUE DOMINICAINE**

**Accord relatif à une mission navale. Signé à Ciudad-Trujillo,
le 7 décembre 1956**

Textes officiels anglais et espagnol.

Enregistré par les États-Unis d'Amérique le 26 mars 1957.

No. 3774. AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE DOMINICAN REPUBLIC RELATING TO A NAVAL MISSION. SIGNED AT CIUDAD TRUJILLO, ON 7 DECEMBER 1956

In conformity with the request of the Government of the Dominican Republic to the Government of the United States of America, the President of the United States of America has authorized the appointment of officers and non-commissioned officers to constitute a United States Naval Mission to the Dominican Republic under the terms stipulated below.

TITLE I

PURPOSE AND DURATION

Article 1

The purpose of this Mission is to cooperate with the Navy of the Dominican Republic and officials of the Dominican Armed Forces in an advisory capacity with a view to enhancing the technical and operational efficiency of the Dominican Navy.

Article 2

This Agreement shall enter into force on the date on which signed by the accredited representatives of the Government of the United States of America and the Government of the Dominican Republic and shall continue in force until terminated as provided in Article 3.

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 Dominican Republic, in the public interest of either country, without the necessity of compliance with subparagraph (a) of this Article.

¹ Came into force on 7 December 1956, the date of signature, in accordance with article 2.

c) By either Government in case either country becomes involved in foreign or domestic hostilities, without the necessity of compliance with the provisions of subparagraph (a) of this Article.

TITLE II

COMPOSITION AND PERSONNEL

Article 4

The Mission shall consist of a Chief of Mission and such other personnel of the United States Navy as may be agreed upon between the Secretariat of State of the Armed Forces of the Dominican Republic, hereinafter referred to as the Secretariat of State of the Armed Forces, and the Department of the Navy of the United States of America, hereinafter referred to as the Department of the Navy.

Article 5

In the event accomplishment of the purpose of the Mission as stated in Article 1 necessitates it, and subject to the provisions of Article 7, the personnel of the Mission may be varied, by addition, substitution or withdrawal of members, as mutually agreed upon between the Department of the Navy and the Secretariat of State of the Armed Forces.

Article 6

In addition to the Personnel of the Mission mentioned in Articles 4 and 5, additional United States Navy personnel may be assigned to the Mission on temporary duty at the request of the Government of the Dominican Republic for such periods as may be mutually agreed upon between the Department of the Navy and the Secretariat of State of the Armed Forces. Except as otherwise specifically agreed, such temporary duty personnel shall be treated as regular members of the Mission for all purposes.

Article 7

Any member of the Mission may be recalled at any time by the Department of the Navy. A replacement with equivalent qualifications shall be furnished unless it is mutually agreed between the Department of the Navy and the Secretariat of State of the Armed Forces that no replacement is required.

Article 8

As used throughout this Agreement the term "family" is limited to mean wife, dependent children and *bona fide* dependent parents. The phrase "home

of record ” means the Mission member’s home address as listed in official United States Navy personnel records.

TITLE III

DUTIES, RANK AND PRECEDENCE

Article 9

The personnel of the Mission shall perform such duties as may be agreed upon between the Secretary of State of the Armed Forces and the Chief of Mission, except that they shall not have command functions.

Article 10

In carrying out their duties, the members of the Mission shall be responsible to the Secretary of State of the Armed Forces solely through the Chief of Mission.

Article 11

Each member of the Mission shall serve on the Mission with the rank he holds in the United States Navy and shall wear the uniform and insignia of the United States Navy but shall have precedence over all Dominican officers of the same rank.

TITLE IV

PRIVILEGES AND IMMUNITIES

Article 12

Each member, in addition to the benefits provided for in the Agreement, shall be entitled to all benefits and privileges which the laws of the Dominican Republic and regulations of the Dominican Navy provide for Dominican officers and subordinate personnel of corresponding rank.

Article 13

Members of the Mission and members of their families while stationed in the Dominican Republic shall, for their personal use, have the right to import and export under the provisions of the monetary laws of the Dominican Republic, possess and use the currency of the United States of America and to possess and use the currency of the Dominican Republic.

Article 14

The Government of the Dominican Republic shall recognize the validity of identification cards or drivers' licenses issued by United States military or civilian authorities, including in the case of drivers' licenses the validity of a license issued by one of the states of the United States of America, and shall, without cost or examination, issue the member of the Mission and members of his family corresponding Dominican identification cards and drivers' licenses.

Article 15

Members of the Mission and members of their families shall be exempt from requirements of the Government of the Dominican Republic with respect to registration, customs and immigration procedures.

Article 16

Mission members shall be immune from the civil jurisdiction of Dominican courts for acts or omissions arising out of the performance of their official duties. Settlement of claims of residents of the Dominican Republic arising out of such acts or omissions of members of the Mission, whether the claim is processed and paid by the Government of the United States of America or by the Government of the Dominican Republic shall, when paid, operate as a complete release to the Government of the United States of America, the Government of the Dominican Republic and to 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 jointly by the Secretary of State of the Armed Forces and the Chief of Mission.

Article 17

The personnel of the Mission and the members of their families shall be governed by the disciplinary regulations of the United States Armed Forces. United States naval authorities shall take appropriate disciplinary action with respect to all offenses committed by such personnel and upon the request of the Government of the Dominican Republic shall remove such personnel from the Dominican Republic.

Article 18

Mission members and members of their families shall not be subject to any tax or assessments now or hereafter in effect, of the Government of the Dominican Republic or of any of its political or administrative subdivisions.

Article 19

The 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 import taxes, custom duties, inspections and restrictions of any kind by the Government of the Dominican Republic and allowed free entry and egress upon request of the Chief of Mission. 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 the Dominican Republic.

TITLE V

COMPENSATION, TRANSPORTATION AND OTHER EXPENSES

Article 20

a) The members of the Mission shall receive from the Government of the Dominican Republic such 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 Dominican Republic.

b) 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 Dominican currency and when so paid shall be computed at the rate of exchange most favorable to the Mission member on the date on which due.

c) In conformity with the provisions of Article 18, the compensation provided for in this Article shall not be subject to any tax of the Government of the Dominican Republic or of any of its political or administrative subdivisions.

d) The compensation provided for in this Article shall commence upon the date of departure of the Mission member from the port of embarkation in the United States of America and, except as otherwise expressly provided in this Agreement, shall cease upon the date of arrival of the Mission member at the port of disembarkation in the United States of America. All compensation due the Mission member shall be paid prior to his departure from the Dominican Republic.

Article 21

Each member of the Mission and his family shall be furnished by the Government of the Dominican Republic with first-class accommodation for travel, via the shortest usually traveled water route, required and performed under this Agreement, between the port of embarkation in the United States of America and his official residence in the Dominican Republic, both for the outward and the

return trip. The Government of the Dominican Republic 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 Dominican Republic, as well as all expenses of packing, crating, drayage and transportation of such household effects, baggage, and automobile from the Dominican Republic 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 member of the Mission, except as otherwise provided in this Agreement, or by mutual agreement when such shipments are necessitated by circumstances beyond his control.

Article 22

Detailed arrangements for payment of transportation expenses provided for by the preceding Article in the case of temporary personnel who may join the Mission pursuant to the provisions of Article 6 shall be determined by negotiation between the Department of the Navy and the Secretariat of State of the Armed Forces at the time the details for the assignment of such personnel for temporary duty may be agreed upon.

Article 23

a) 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 service as a member of the Mission, the cost of return to the United States of America of such member, his family, baggage and household goods shall be borne by the Government of the United States of America. Similar expenses connected with furnishing a replacement shall be borne by the Government of the United States of America.

b) If, at the request of the Government of the Dominican Republic, any member of the Mission is recalled, all expenses connected with his return to the United States of America shall be borne by the Government of the Dominican Republic. If such Mission member is replaced, the expenses connected with transporting the replacement to his residence in the Dominican Republic shall be borne by the Government of the Dominican Republic.

Article 24

If any member of the Mission, or any member of his family, should die while assigned to the Mission, the Government of the Dominican Republic shall have the body transported to such place in the United States of America as the surviving members of the family may decide, or to the home of record in the United States of America, should the member and his family meet death in a common

disaster. The cost to the Government of the Dominican Republic 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 the United States of America for the family of the deceased member and for their baggage, household effects, and automobile shall be provided as prescribed in Article 21. All compensation due the deceased member, including salary for fifteen (15) days subsequent to his death, and reimbursement for expenses due the deceased member in connection with travel performed on official business of the Government of the Dominican Republic shall, within 15 days of the demise of said member, be paid to any person who may have been designated in writing by the deceased while serving under the terms of this Agreement; or in the absence of such a designation, then to such person as may be authorized or prescribed by United States military law.

Article 25

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

Article 26

The Government of the Dominican Republic shall provide the Chief of Mission with a suitable automobile with chauffeur for use on official business. Suitable motor transportation with chauffeur, and when necessary an airplane, or a launch, properly equipped, shall on call be made available by the Government of the Dominican Republic for use by the members of the Mission for the conduct of the official business of the Mission.

Article 27

The Government of the Dominican Republic shall, at its expense, provide suitable office space and facilities for the use of the members of the Mission.

Article 28

a) Each member of the Mission shall be entitled annually to one month's 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.

b) The leave may be spent in the Dominican Republic, 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. Travel time in connection with leave shall count as leave and shall not be in addition to the time authorized in this Article.

c) The Government of the Dominican Republic agrees to grant the leave specified in this Article upon receipt of written application approved by the Chief of Mission with due consideration for the convenience of the Government of the Dominican Republic.

d) The Mission member shall be entitled, at the end of his tour of service and prior to his departure from the Dominican Republic to payment for any unused leave at the rate of compensation agreed to under Article 20.

Article 29

The Government of the Dominican Republic shall provide at its expense suitable medical and dental attention 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, receive the attention of such doctors or obtain medicines at such pharmacies as may have been mutually agreed to in advance, for regular use, by the Secretary of State of the Armed Forces and 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 the Dominican Republic shall be paid by the Government of the Dominican Republic. If the hospitalized member is a commissioned officer, he shall pay his cost of subsistence, but if he is a noncommissioned officer, the cost of subsistence shall be paid by the Government of the Dominican Republic. Families shall enjoy the same privileges as provided 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.

TITLE VI

REQUISITES AND CONDITIONS

Article 30

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

Article 31

So long as this Agreement is in effect the Government of the Dominican Republic shall not engage or accept the service of any personnel of any other foreign government nor of any individual who is not a citizen of the Dominican Republic for duties of any nature connected with the Dominican Republic Navy except by

prior mutual agreement between the Government of the United States of America and the Government of the Dominican Republic.

Article 32

Each member of the Mission shall agree not to divulge or in any way disclose any confidential or secret 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 services with the Mission and after the termination of this Agreement.

Article 33

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

TITLE VII

NONACCREDITED PERSONNEL

Article 34

In addition to the accredited personnel prescribed in Articles 4, 5 and 6, the Department of the Navy may assign such nonaccredited personnel as may be required to maintain and operate the aircraft, if assigned, and other equipment which may be assigned to the Mission. The following Articles only shall apply to such nonaccredited personnel : All of Title IV and Article 32.

IN WITNESS WHEREOF, the undersigned, William T. Pheiffer, Ambassador Extraordinary and Plenipotentiary of the United States of America at Ciudad Trujillo and Porfirio Herrera Báez, Secretary of State for Foreign Affairs and Worship of the Dominican Republic, duly authorized thereto, have signed this Agreement in duplicate, in the English and Spanish languages at Ciudad Trujillo, this seventh day of December 1956.

Wm. T. PHEIFFER
Porfirio HERRERA BÁEZ

[SEAL]