

No. 3954

---

**UNITED STATES OF AMERICA  
and  
COLOMBIA**

**Exchange of notes constituting an agreement superseding the Agreement of 23 October, 3 and 22 December 1947 between the Governments of those two countries, relating to a civil aviation mission. Bogotá, 17 January and 27 March 1956**

*Official texts : English and Spanish.*

*Registered by the United States of America on 26 July 1957.*

---

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

**Échange de notes constituant un accord remplaçant l'Accord des 23 octobre, 3 et 22 décembre 1947 conclu entre les Gouvernements de ces deux pays et relatif à une mission d'aviation civile. Bogota, 17 janvier et 27 mars 1956**

*Textes officiels anglais et espagnol.*

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

No. 3954. EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT<sup>1</sup> BETWEEN THE UNITED STATES OF AMERICA AND COLOMBIA SUPERSEDING THE AGREEMENT OF 23 OCTOBER, 3 AND 22 DECEMBER 1947<sup>2</sup> BETWEEN THE GOVERNMENTS OF THOSE TWO COUNTRIES, RELATING TO A CIVIL AVIATION MISSION. BOGOTÁ, 17 JANUARY AND 27 MARCH 1956

---

I

*The American Ambassador to the Colombian Minister of Foreign Affairs*

EMBASSY OF THE UNITED STATES OF AMERICA

No. 141

Excellency :

I have the honor to refer to the exchange of notes between the Government of the United States of America and the Government of Colombia (U.S. Embassy Note No. 23 of October 23, 1947, Colombian Foreign Office Note No. D-3548 of December 3, 1947,<sup>2</sup> which established a U.S. Civil Aeronautics Mission to Colombia. I also refer to the Agreement for Technical Cooperation between the Government of the United States of America and the Government of Colombia effected by an exchange of notes signed at Bogotá March 5 and 9, 1951<sup>3</sup>.

I have the honor to refer further to Your Excellency's Note No. D-499 of February 13, 1954,<sup>4</sup> expressing the interest of the Colombian Government in the reactivation of the U.S. Civil Aviation Advisory Mission, and to the Embassy's reply of April 6, 1954 (Note No. 274)<sup>4</sup> in which Your Excellency was advised that, while my Government did not consider the circumstances at the time appropriate for the reactivation of the Civil Aviation Mission, it agreed to the immediate assignment of an airport engineer and later consideration of the formal reactivation of the Mission.

In accordance with this exchange of notes of February and April 1954, a United States specialist has, since May 1945, been furnishing technical consultation in airport design and engineering to the Dirección General de Aeronáutica Civil and the Empresa Colombiana de Aerodromos.

As a result of informal conversations which have been carried on between representatives of our two Governments during the past year, I have been instructed by my Government to inform Your Excellency that my Government

<sup>1</sup> Came into force on 27 March 1956 by the exchange of the said notes.

<sup>2</sup> United Nations, *Treaty Series*, Vol. 51, p. 45.

<sup>3</sup> United Nations, *Treaty Series*, Vol. 141, p. 15, and Vol. 179, p. 235.

<sup>4</sup> Not printed by the Department of State of the United States of America.

is prepared to agree to carry out technical cooperation activities in civil aviation according to the following terms and conditions, and subject to the availability of funds.

1. This Agreement and all activities hereunder shall be governed by and subject to the provisions of the General Agreement for Technical Cooperation between the Government of the United States of America and the Government of Colombia effected by an exchange of notes signed at Bogota on March 5 and 9, 1951.

2. The Government of the United States of America will arrange for the assignment in Colombia of one or more specialists to provide technical consultation and assistance in civil aviation to the Ministry of Public Works of Colombia and to other agencies of the Government of Colombia concerned with civil aviation. Personnel assigned hereunder shall be subject to acceptance by the Government of Colombia. The number and type of specialists to be assigned hereunder, and the duration of their assignment, shall be determined by the Government of the United States of America after consultation with appropriate representatives of the Government of Colombia. In addition to such specialist or specialists as may be regularly assigned in Colombia hereunder, the Government of the United States may arrange for the assignment in Colombia of specialists (employed by, or under contract financed by, the Government of the United States) on a short-term basis to assist in carrying out activities under this Agreement. The personnel provided hereunder shall be assigned in accordance with the laws of the United States and shall be under the direction of the Director of the United States Operations Mission to Colombia or such other officer as may be designated for this purpose by the Government of the United States (hereinafter referred to as the "Director").

3. The activities of the specialists assigned hereunder may include furnishing technical advice and consultation on civil aviation, demonstration of aeronautical processes and methods, assistance in the training of technical and administrative personnel in Colombia, assistance to designated personnel of the Government of Colombia in conducting studies and analyses and in carrying out technical projects, and related activities directed at improving technical knowledge and skills in civil aviation in Colombia. Specific activities under this Agreement shall be carried out on the basis of, and in accordance with, subsidiary arrangements as may mutually be made by the Director or his designee and appropriate representatives of the Ministry or other agency of Colombia directly concerned with the activity.

4. The Government of the United States shall pay the salary of United States personnel assigned hereunder as well as allowances and cost of international travel to and from Colombia for such personnel and their families in accordance with the laws and regulations of the United States.

5. The Government of Colombia shall pay all other expenses involved in carrying out this Agreement, including, but not limited to, the following :

- (a) Costs of furnishing Colombian experts in civil aeronautics, and other Colombian personnel to collaborate with the United States specialists assigned hereunder.
- b) Cost of furnishing office space, adequate secretarial services, office equipment, furnishings, materials, equipment supplies and services required for the successful performance of the services of specialists assigned hereunder by the Government of the United States.

(c) The provision of adequate transportation facilities and costs of transportation required for the proper execution of the services to be provided by United States specialists assigned hereunder, including the cost of subsistence during periods of travel away from headquarters location of the Mission whether within or outside the national territory as may be jointly agreed upon by the Governments of Colombia and the United States of America.

6. Personnel assigned hereunder, during the period of their assignment and thereafter, shall not divulge in any form to any third government or person confidential or secret matters of which they may become cognizant in the exercise of their duties.

7. The Government of Colombia shall grant to United States specialists assigned hereunder, approval to make flights in Colombia in aircraft of United States or Colombian registry as deemed necessary in the performance of their duties.

8. The Government of Colombia shall permit the transportation of the body of any person assigned in Colombia under this Agreement, or that of any member of his family, who may die in Colombia, to any place of burial in the United States of America, selected by the surviving members of the deceased's family or their legal representatives.

9. The Government of Colombia shall assume civil liability on account of any damage to or loss of property, or on account of any personal injury or death caused by any specialist assigned hereunder by the Government of the United States while acting within the scope of his duties.

10. Upon the completion of any specific project or activity under this Agreement, a completion memorandum shall be drawn up and signed by the United States specialist assigned to the project and his Colombian counterpart, which shall provide a record of the work done, expenditures made, problems encountered and solved, and related pertinent data. Further, interim reports shall be drawn up and submitted by the United States specialists and their counterpart personnel at the request of the applicable agency of the Government of Colombia, the Director, or both.

11. This Agreement shall supersede the agreement for a cooperative program in civil aviation effected by the exchange of notes of October 23 and December 3, 1947. It shall remain in force until June 30, 1960, or until thirty days after either party shall have given notice in writing to the other of its intention to terminate it.

Upon the receipt of a note from Your Excellency indicating that the foregoing proposal is acceptable to the Government of Colombia, the Government of the United States will consider that this note and your reply constitute an agreement between our two Governments which will enter into force on the date of Your Excellency's note.

Philip W. BONSAI

Bogotá, January 17, 1956

His Excellency Señor Doctor Don Evaristo Sourdis  
Minister of Foreign Affairs  
Bogotá

10. — Al completarse cualquier proyecto específico o actividad según este Convenio, se redactará y firmará un memorandum de terminación por el especialista de los Estados Unidos asignado al proyecto y su contraparte colombiana, en que se registre la labor efectuada, los gastos hechos, los problemas encontrados y resueltos, y los datos pertinentes. Además, informes provisionales serán redactados y sometidos por especialistas de los Estados Unidos y su personal de la contraparte a solicitud de la agencia pertinente del Gobierno de Colombia, el Director, o ambos.

11. — El presente Convenio pone fin al Convenio de Programa Cooperativo en Aviación Civil efectuado por canje de notas el 23 de octubre y 3 de diciembre de 1.947. Tendrá vigencia hasta el 30 de junio de 1.960 o hasta treinta días después de que una de las partes haya dado aviso por escrito a la otra sobre su intención de darlo por terminado.

De acuerdo con lo expresado por Vuestra Excelencia, la nota número 141 que contesto y la presente, — constituyen un Acuerdo entre nuestros dos gobiernos cuya vigencia se inicia en la fecha de la presente.

Me valgo de la oportunidad para reiterar a Vuestra Excelencia las seguridades de mi más alta y distinguida consideración.

Evaristo SOURDIS

A su Excelencia el Señor Philip W. Bonsal  
Embajador Extraordinario y Plenipotenciario  
de los Estados Unidos de América  
Ciudad

[TRANSLATION<sup>1</sup> — TRADUCTION<sup>2</sup>]

MINISTRY OF FOREIGN AFFAIRS

No. D-650

Bogotá, March 27, 1956

Mr. Ambassador :

I have the honor to refer to Your Excellency's communication No. 141 of January 17 last, the receipt of which was acknowledged to Your Excellency in note D-322 of January 31 last,<sup>3</sup> and to the exchange of notes relating to the establishment in Colombia of a United States Civil Aeronautics Mission.

I have noted with the greatest interest that, as a result of the informal conversations held on this matter between representatives of the two Governments, Your Excellency's Government has instructed you with respect to its intention that hereafter cooperative technical activities between the two countries with regard to civil aviation be regulated by the following clauses :

[See note I]

<sup>1</sup> Translation by the Government of the United States of America.

<sup>2</sup> Traduction du Gouvernement des États-Unis d'Amérique.

<sup>3</sup> Not printed by the Department of State of the United States of America.

In accordance with what was stated by Your Excellency, note No. 141 to which I reply and this communication constitute an agreement between our two Governments which will enter into force on the date of this communication.

I avail myself of the opportunity to renew to Your Excellency the assurances of my highest and most distinguished consideration.

Evaristo SOURDIS

His Excellency Philip W. Bonsal  
Ambassador Extraordinary and Plenipotentiary  
of the United States of America  
City

---