

No. 4044

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**UNITED STATES OF AMERICA  
and  
DOMINICAN REPUBLIC**

**Agreement (with annex) for the establishment of LORAN  
Stations. Signed at Washington, on 19 March 1957**

*Official texts: English and Spanish.*

*Registered by the United States of America on 25 October 1957.*

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

**Accord (avec annexe) relatif à la création de stations de  
transmission LORAN. Signé à Washington, le 19 mars  
1957**

*Textes officiels anglais et espagnol.*

*Enregistré par les États-Unis d'Amérique le 25 octobre 1957.*

No. 4044. AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE DOMINICAN REPUBLIC FOR THE ESTABLISHMENT OF LORAN STATIONS. SIGNED AT WASHINGTON, ON 19 MARCH 1957

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*Whereas* the Government of the United States of America, desiring to stimulate the advancement and development of facilities for long range aid to navigation for all surface and air transportation units, has requested the collaboration and assistance of the Government of the Dominican Republic for the implementation, study, and development of these methods, for which purposes the cooperation of the Government of the Dominican Republic is considered indispensable because of the factors inherent in its geographic position in relation to the defense of the Western Hemisphere;

*Whereas* the Government of the Dominican Republic, in accordance with its policy of collaboration in the system of continental development and security of the countries of the Hemisphere, is disposed to accede to the request made by the Government of the United States of America, and is desirous, as on previous occasions, of not withholding its cooperation in the guaranteeing of such cooperative developments;

*Therefore* the two contracting parties, desiring to conclude an agreement for the purpose of promoting LORAN, a long range radio aid to navigation, have accordingly each appointed an authorized representative for this purpose, who agree as follows :

*Article I*

The Government of the Dominican Republic agrees to collaborate with the Government of the United States of America in the development of LORAN Transmitting Stations in the territory of the Dominican Republic, as described in the attached Annex "A".<sup>2</sup>

*Article II*

In order to render effective the collaboration of the Dominican Republic in the development of the LORAN Transmitting Stations, the Government of the Dominican Republic shall, without cost, furnish the Government of the United States of America with some 73.63 acres of land at Cape Frances Viejo, adjacent to the Cape Frances Viejo light, as a site for the construction and operation of a proposed station.

<sup>1</sup> Came into force on 19 March 1957, the date of signature, in accordance with article XX.

<sup>2</sup> See insert between pp. 274 and 275 of this volume.

*Article III*

It is understood that the Government of the United States of America does not, by virtue of this agreement, acquire any right of jurisdiction or control over any portion of the Dominican territory, except that which is provided under Articles II and XII.

*Article IV*

The Government of the United States of America shall have, subject to the sovereignty of the Dominican Republic, the following rights :

- 1) to use the port and wharf facilities at Porto Plato, and Ciudad Trujillo and Cape Rojo in the Dominican Republic;
- 2) to use the anchorage and beach at Playa Navio and Rio San Juan for unloading operations as necessary; the utilization of the same shall be subject to 72 hours advance notification to the corresponding Dominican authorities;
- 3) to use the road network which may exist for access to the selected station site;
- 4) to transmit, for communication purposes, on such normal United States Coast Guard frequencies as may be mutually agreed upon by cooperation with the competent Dominican authorities, and, for the purposes of LORAN Transmitting Stations, to transmit on the appropriate navigation-aids frequency bands; and
- 5) to construct and use a landing strip within the confines of the selected site for logistic support of the proposed station.

*Article V*

The Government of the United States of America shall have, in addition, the right to operate within the area, including the right of access through the territorial waters adjacent to and from the said area, those vehicles, vessels, and airplanes which may be necessary for the purposes of operating the LORAN Transmitting Station. The utilization of ports and roads not situated within the area shall be subject to the laws and regulations of the Dominican Republic, and shall include all privileges and courtesies for ships and the right of transit by land vehicles without charge or taxation. The use of landing fields other than "General Andrews" airport and the airbase "Presidente Trujillo" shall be subject to 72 hours advance notice to the Dominican authorities and shall include all privileges and courtesies.

*Article VI*

The contracting Governments shall take all precautions against dangers and damages resulting from developing and operation of the said LORAN

Transmitting Stations. The Government of the United States of America agrees to make reasonable indemnification for valid claims presented by the Government of the Dominican Republic on account of injuries to Dominican nationals or loss or damages to property belonging to Dominican nationals resulting from operation of the LORAN Transmitting Stations.

#### *Article VII*

The specific authorization granted to the Government of the United States of America by this agreement shall not be exercised so as otherwise to prejudice the sovereign rights of the Dominican Republic or the rights of any of the services of agencies of the Dominican Republic, especially those relating to navigation, public or private, or to communications of all types.

The Government of the United States of America shall bear all expenses occasioned by the establishment of the LORAN Transmitting Station in the sites of the territory of the Dominican Republic indicated in the present agreement, as well as those caused by its maintenance and functioning in accordance with the terms of this agreement.

The Government of the Dominican Republic shall acquire for itself, and at its cost, all the areas necessary for the sites of the LORAN Transmitting Stations.

#### *Article VIII*

The contracting Governments agree

- a) that the operation and control of the stations initially shall be vested in the United States Coast Guard;
- b) that the United States Coast Guard will provide necessary technical and operational training for Dominican personnel in the United States;
- c) that at such time as Dominican personnel are determined by the United States Coast Guard to be fully qualified therefor, control and operation of the station can be transferred to the Dominican Government;
- d) that periodic inspections (at least annually) of the stations may be made by the United States Coast Guard, after control and operation has been transferred to the Dominican Republic, to insure that proper operation and maintenance procedures are being carried out;
- e) that the Government of the United States of America may reacquire the property and resume operations if the Dominican Republic desires, at any time, to discontinue operations with its personnel;
- f) that, if the Dominican Republic is interested in ultimately operating the station, the United States Coast Guard would welcome the assignment of a Dominican Liaison Officer and an Air Assistant, both from the Armed Forces of the Dominican Republic, to the project during the construction and initial

operating periods. This provision does not contemplate a joint operation of the station.

#### *Article IX*

No tax or fee shall be payable in respect to the registration or licensing for use in the Dominican Republic of motor vehicles belonging to the Government of the United States of America or to the personnel assigned to, or on duty with, the LORAN Transmitting Stations, excluding those belonging to Dominican nationals or to nationals of third countries residing in the Republic.

1) No import duty, consumption tax, or other tax shall be charged on the

(a) material, equipment, supplies or goods for use in the establishment or maintenance of the LORAN Transmitting Stations consigned to, or destined for, United States authorities or a designated contractor;

(b) goods for use or consumption aboard vessels or aircraft of the United States in the service of the Army, the Navy, the Air Force, the Coast Guard or the Coast and Geodetic Survey;

(c) personal belongings and household effects of members of the United States Armed Forces, or United States officials connected with the LORAN Transmitting Stations and of contractors and their employees present in the Dominican Republic by reason only of such employment.

2) No export tax shall be charged on material, equipment, or supplies or goods indicated in paragraph one in the event of reshipment from the Dominican Republic.

3) This Article shall apply notwithstanding that the material, equipment, or goods pass through other parts of the Dominican Republic en route to or from the site.

4) Administrative measures shall be taken by the United States authorities to prevent the resale of goods which are imported under this Article to anyone not entitled to free import and, generally, to prevent abuse of the customs privileges granted under this Article. There shall be cooperation between the authorities of the United States and the Government of the Dominican Republic to this end.

#### *Article X*

1) No member of the United States Armed Forces or United States officials serving in the Dominican Republic in connection with the establishment, maintenance, or use of the LORAN Transmitting Stations, and assigned in the

Dominican Republic by reason only of such employment, or members of his immediate family, shall be liable to pay income tax to the Dominican Republic except in respect to income derived in the Dominican Republic from employment or enterprise other than in connection with the LORAN Transmitting Stations.

2) No such person shall be liable to pay to the Dominican Republic any poll, cedula, or similar tax on his person, or any tax on ownership or use of property which is within the area, or situated outside of the Dominican Republic.

3) No person ordinarily resident within the United States shall be liable to pay income tax to the Dominican Republic with respect to profits derived under a contract made in the United States in connection with the establishment, maintenance, or use of the LORAN Transmitting Stations, or any other tax in the nature of a license with respect to any service for the United States in connection with the establishment, maintenance, or use of the LORAN Transmitting Stations.

#### *Article XI*

A Mixed Military Commission composed of the Secretary of State of the Armed Forces of the Dominican Republic and Senior Officials of the United States Armed Forces appointed by the Government of the United States of America, shall decide all questions with regard to the operations under this agreement.

#### *Article XII*

1) (a) Except as provided in subparagraph (b), the Government of the United States of America shall have the right to exercise exclusive criminal jurisdiction over any offense committed in the Dominican Republic by (1) members of the United States Armed Forces and (2) other persons subject to United States military law except Dominican nationals or nationals of a third country.

(b) Except during a period of hostilities in which either Government is engaged, the Government of the United States of America and the Government of the Dominican Republic shall have concurrent jurisdiction over offenses committed outside the areas referred to in Article II by persons described in subparagraph (a) against a Dominican national or nationals of a third country. In each such case, the two Governments through the Mixed Military Commission provided for under Article XI shall decide which Government shall exercise jurisdiction and shall give consideration to whether the offense arose out of any act or omission done in the performance of official duties. During a period of hostilities in which either Government is engaged, the principle stated in subparagraph (a) shall apply.

2) Whenever military authorities of the United States of America may exercise jurisdiction over an alleged offender, the authorities of the Dominican Republic shall assist in the arrest and handing over to such authorities of such alleged offender, the collection of evidence, and the carrying out of all necessary investigations, including the issuing of citations and in proper cases the handing over of exhibits and all objects connected with the offense. All persons not subject to United States jurisdiction under this agreement who are charged with offenses committed on the sites or who are found on the site in connection with offenses committed in the Dominican Republic shall be turned over to the Dominican authorities. In such cases the United States authorities shall assist in the collection of evidence and the carrying out of all necessary investigations and in proper cases the handing over of exhibits and all objects connected with the offense.

3) Members of the United States Armed Forces and others subject to United States military law shall be immune from the civil jurisdiction of the Dominican Republic in matters arising from the performance of their official duties, provided that in particular cases such immunity may be waived by the United States.

#### *Article XIII*

The Government of the Dominican Republic shall take whatever measures may be necessary to protect the installations of the LORAN Transmitting Stations in the Dominican Republic and to provide for the security of operations undertaken there by the United States pursuant to this agreement.

#### *Article XIV*

The Government of the Dominican Republic guarantees to the Government of the United States of America free entry into and departure from the sites and other installations and Dominican territory for all persons, civilian or military, who may be assigned to duty at the LORAN Transmitting Stations, whether as employees, contractors, or in whatsoever other manner, excepting Dominican nationals for the purpose of this Article. For the purpose of this Article designated LORAN Transmitting Station personnel shall be exempt from Dominican regulations pertaining to residence, passports, visas, et cetera, both upon entry into and departure from the Dominican Republic. The two Governments agree to issue special identity and residence documents for persons on duty at the LORAN Transmitting Stations. Issuance of plates for transport vehicles placed at the services of the LORAN Transmitting Stations by the United States shall also be arranged.

The contracting Governments shall reach a mutual agreement concerning whatever sanitary measures may be necessary in the neighborhood of the sites or installations.

*Article XV*

1) The title to any property placed in the LORAN Transmitting Stations area (including property affixed to realty) and provided by the Government of the United States of America under the agreement, shall remain in the Government of the United States of America.

2) At any time before the termination of this agreement or within a reasonable time thereafter, which shall not exceed one year, such property may, at the discretion of the Government of the United States of America be (a) relocated within the area or (b) removed therefrom or (c) disposed of.

3) The relocation, removal, or disposal of such property shall be accomplished in such a way as to avoid damage to the value of the land on which it is situated.

4) Such property may be exported from the Dominican Republic by the United States free from any license, export tax, duty, or impost.

5) Any such property not removed or disposed of within a reasonable time, which shall not exceed one year after the termination of this agreement, shall become the property of the Dominican Republic.

In the cases envisaged in paragraphs 2, 3 and 4 of this Article, the Government of the Dominican Republic shall have the right of option to acquire the use of the property of the LORAN Transmitting Stations and its equipment for LORAN purposes, whether at the end of this agreement or before, when the Dominican personnel is duly trained.

*Article XVI*

The Government of the United States of America shall have the right to employ and use, in order to carry out the purposes of this agreement, all public services, including any water rights owned or controlled by the Dominican Republic, subject to the tariffs established by the Dominican laws and regulations. Utilities and other facilities, bays, roads, highways, bridges and similar channels of transportation belonging, controlled or regulated by the Government of the Dominican Republic, shall be used under such terms and conditions as shall be mutually agreed upon by the two Governments.

*Article XVII*

United States public vessels operated by the Army, Navy, Coast Guard, or Coast and Geodetic Survey in connection with the LORAN Transmitting Stations shall not be subject to pilotage fees in the Dominican Republic and shall be exempt from light and harbor dues.

*Article XVIII*

The Government of the United States of America shall not exercise any rights granted by the agreement, or permit the exercise thereof, except for the purposes specified in this agreement. The civilian and military personnel assigned by the Government of the United States of America to the LORAN Transmitting Stations will not participate or intervene in any way in the internal politics of the Dominican Republic.

*Article XIX*

During the period for which this agreement remains in force, no law of the Dominican Republic which would derogate from or prejudice any of the rights conferred on the Government of the United States of America by this agreement shall be enforced within the site or other installation except with the concurrence of the Government of the United States of America.

*Article XX*

This agreement shall come into force on the day of signature and shall continue in force for the period of 10 years, and thereafter until the expiration of one year from the date on which either contracting party shall give notice to the other of its intention to terminate the agreement.

*Article XXI*

The contracting parties agree to submit to the International Court of Justice any question upon which settlement is not reached by the two Governments.

DONE in duplicate, in the English and Spanish languages, both equally authentic, at Washington, this nineteenth day of March, 1957.

For the Government of the United States of America :  
R. R. RUBOTTOM Jr.

For the Government of the Dominican Republic :  
Joaquín E. SALAZAR