

**No. 4840**

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**UNITED STATES OF AMERICA  
and  
HAITI**

**Agreement concerning a Naval Mission. Signed at Port-  
au-Prince, on 24 December 1958**

*Official texts: English and French.*

*Registered by the United States of America on 12 August 1959.*

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

**Accord concernant une Mission navale. Signé à Port-au-  
Prince, le 24 décembre 1958**

*Textes officiels anglais et français.*

*Enregistré par les États-Unis d'Amérique le 12 août 1959.*

No. 4840. AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF HAITI CONCERNING A NAVAL MISSION. SIGNED AT PORT-AU-PRINCE, ON 24 DECEMBER 1958

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In conformity with the request of the Government of the Republic of Haiti to the Government of the United States of America, the President of the United States of America has authorized the appointment of officers and enlisted men to constitute a Naval Mission to the Republic of Haiti under the conditions hereinafter specified.

TITLE I

PURPOSE AND DURATION

*Article 1*

The purpose of this Mission is to cooperate with the Secretary of State for National Defense of the Republic of Haiti and with the officers of the Army and of the Coast Guard of the Republic of Haiti with a view to increasing the efficiency of those services.

*Article 2*

This Agreement shall enter into force on the date on which it is signed 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 the recall of the entire personnel of the Mission by the Government of the United States of America in the public interest of the United States, after official notification to the Government of the Republic of Haiti, without the necessity of compliance with the formalities of subparagraph (a) of this Article.

(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.

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<sup>1</sup> Came into force on 24 December 1958 by signature, in accordance with article 2.

## TITLE II

## COMPOSITION AND PERSONNEL

*Article 4*

This Mission shall consist of such personnel of the United States Navy and Marine Corps as may be agreed upon between the Secretary of State for National Defense, through the authorized representative of the Government of Haiti in Washington, and the Department of the Navy of the United States of America. Any member of the Mission may be recalled by the Government of the United States of America after the expiration of two years of service, in which case, another member may be appointed to replace him. Likewise, the Government of the Republic of Haiti may request the recall of a member of the Mission upon the expiration of that same period, in which case the Government of the United States of America may designate a replacement.

## TITLE III

## DUTIES, RANK AND PRECEDENCE

*Article 5*

The personnel of the Mission shall perform such duties for the Government of Haiti as may be agreed upon between the Secretary of State for National Defense and the Chief of the Mission.

*Article 6*

In the performance of duties for the Government of Haiti, the members of the Mission shall be responsible solely to the Secretary of State for National Defense, through the Chief of the Mission.

*Article 7*

Each member of the Mission shall serve on it with the rank he holds in the United States Navy or Marine Corps. He shall wear the uniform of the United States Navy or Marine Corps and shall have precedence over all Haitian officers of the same rank.

## TITLE IV

## PRIVILEGES AND IMMUNITIES

*Article 8*

Members of the Mission and members of their families, while stationed in the Republic of Haiti, shall have the right, for their personal use, to import

and export, possess and use currency of the United States of America and to possess and use currency of the Government of Haiti.

*Article 9*

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

*Article 10*

Members of the Mission and members of their families shall not be subject to any tax or assessments of the Government of Haiti or of any political or administrative subdivision thereof.

*Article 11*

Members of the Mission shall be immune from the civil jurisdiction of the Republic of Haiti for acts or omissions arising out of the performance of their official duties.

*Article 12*

United States personnel assigned to or accompanying the Mission shall be governed by the disciplinary regulations of the United States Armed Forces and shall be subject in any criminal matter to the sole jurisdiction of the United States military authorities, who shall take appropriate disciplinary or judicial action with respect to any offense committed by such personnel. Upon the request of the Government of Haiti the United States authorities shall remove any such personnel from the Republic of Haiti.

TITLE V

FINANCIAL SUPPORT

*Article 13*

The Government of the Republic of Haiti shall contribute funds to the Government of the United States of America in amounts and on dates to be agreed upon, for the administration and operation of the Mission. The two Governments will enter into discussions to reach agreement on the amounts and the currency of these funds, and the dates on which contributions are to be made.

*Article 14*

The Government of the Republic of Haiti shall reimburse the Government of the United States of America for the cost of first-class passage, via the shortest route usually traveled, for all travel required and performed under this Agreement by each member of the Mission and his family, between the port of embarkation in the United States of America and the location of his post in Haiti, both for the outward and the return voyage. The Government of the Republic of Haiti shall also reimburse the Government of the United States of America for all expenses necessitated by the transportation of the household effects, baggage and automobile of each member of the Mission from the port of embarkation in the United States of America to his post in Haiti, as well as for the expenses incidental to the transportation of such household effects, baggage and automobile from Haiti to the port of embarkation in the United States of America. This shall include reimbursement for all necessary expenses incident to unloading from the ship upon arrival in Haiti, cartage between the ship and the residence in Haiti, and packing and loading on board the ship upon departure from Haiti. 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 respective members of the Mission, except as otherwise provided in the Agreement or when such shipments are necessitated by circumstances beyond their control. Reimbursement of expenses for the transportation of families, household effects and automobiles, in the case of personnel who may join the Mission for temporary duty, shall not be required under this Agreement, but shall be determined by negotiations between the Department of the Navy of the United States of America and the authorized representative of the Government of the Republic of Haiti in Washington at such time as the detail of personnel for such temporary duty may be agreed upon.

*Article 15*

The Government of the Republic of Haiti shall, upon the request of the Chief of the Mission, approved by the Ambassador of the United States of America or by the Chargé d'Affaires ad interim, grant entry, duty-free, for articles imported by members of the Mission for their personal use and that of the members of their families.

*Article 16*

If the services of any member of the Mission shall be terminated by action of the Government of the United States of America, except in accordance with the provisions of Article 3(c), prior to the completion of two years' service, the provisions of Article 14 shall not apply to the return voyage.

*Article 17*

The Government of the Republic of Haiti shall reimburse the Government of the United States of America for the cost of transportation and traveling

expenses in the Republic of Haiti of members of the Mission on official business for the Republic of Haiti.

#### *Article 18*

The Government of the Republic of Haiti shall provide the Government of the United States of America, for the use of the Mission, suitable and adequate office space, facilities, equipment and supplies; vehicles, adequate in number, for the conduct of official business, to include an automobile with chauffeur for the use of the Chief of Mission; and, upon request, the use of a properly equipped launch.

#### *Article 19*

If any member of the Mission, or a member of his family, should die in Haiti, the Government of the Republic of Haiti shall reimburse the Government of the United States of America for the cost of transportation of the body to such place in the United States of America as the members of his family may decide, but the cost to the Government of the Republic of Haiti shall not exceed the cost of transporting the remains from the place of decease to New York City. The Government of the Republic of Haiti shall reimburse the Government of the United States of America for the cost of the return trip to the port of embarkation in the United States of America of the family of the deceased and of the transportation of their household effects and automobile in accordance with the provisions of Article 14.

### TITLE VI

#### OBLIGATIONS AND CONDITIONS

#### *Article 20*

So long as this Agreement is in effect, the Government of the Republic of Haiti agrees not to engage the services of a Mission of any other foreign government for duties of any nature connected with the Army or the Coast Guard of Haiti, except by mutual agreement between the Government of the United States of America and the Government of the Republic of Haiti.

#### *Article 21*

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

*Article 22*

In the terms of this Agreement, the word " family " is understood, for each member of the Mission, to mean wife, dependent children and *bona fide* dependent parents.

*Article 23*

Each member of the Mission shall be entitled to one month's annual leave, or to a proportional part of such leave for any fractional part of a year. The unused portion of such leave shall be cumulative, from year to year, for a maximum of 60 days, during his service as a member of the Mission.

*Article 24*

The Government of the Republic of Haiti agrees to grant the leave specified in Article 23, upon written request, approved by the Chief of the Mission, taking into consideration the convenience of the service.

*Article 25*

The leave referred to in Article 23 may be spent in Haiti, in the United States of America, or in other countries, but the expense of travel and transportation shall be borne by the member of the Mission taking such leave. Travel time shall count as leave and shall not be in addition to the time authorized in Article 23.

*Article 26*

Any member of the Mission who may be relieved shall continue service with the Mission until the arrival of his replacement, except when otherwise agreed upon between the two Governments.

*Article 27*

The Government of the Republic of Haiti shall reimburse the Government of the United States of America for the cost of hospitalization and medical care in hospitals or medical facilities of the Government of the Republic of Haiti of members of the Mission and their families who may become ill. The Government of Haiti shall not be responsible for payments of expenses for medical attention received outside the territory of the Republic.

*Article 28*

Any member of the Mission no longer able properly to perform his duties by reasons of prolonged physical disability shall be replaced.

IN WITNESS WHEREOF, the undersigned, duly authorized thereto, have signed this Agreement.

DONE at Port-au-Prince, in duplicate, in the English and French languages, this twenty-fourth day of December, one thousand nine hundred and fifty-eight.

For the Government of the United States of America :  
Gerald A. DREW

For the Government of the Republic of Haiti :  
Dr. L. MARS