

No. 18036

**UNITED STATES OF AMERICA
and
COLOMBIA**

**Agreement concerning an army mission, a naval mission
and an air force mission of the United States of
America armed forces in Colombia. Signed at Bogotá
on 7 October 1974**

Authentic texts: English and Spanish.

Registered by the United States of America on 14 November 1979.

**ÉTATS-UNIS D'AMÉRIQUE
et
COLOMBIE**

**Accord relatif à l'envoi d'une mission de l'armée, d'une mis-
sion navale et d'une mission aérienne des forces armées
des États-Unis d'Amérique en Colombie. Signé à
Bogotá le 7 octobre 1974**

Textes authentiques : anglais et espagnol.

Enregistré par les États-Unis d'Amérique le 14 novembre 1979.

AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF COLOMBIA CONCERNING AN ARMY MISSION, A NAVAL MISSION AND AN AIR FORCE MISSION OF THE UNITED STATES OF AMERICA ARMED FORCES IN THE REPUBLIC OF COLOMBIA

The Government of the United States of America, duly represented by the Ambassador of the United States of America, and the Government of the Republic of Colombia, duly represented by the Minister of Foreign Relations, agree to continue to maintain the Army, Navy and Air Force Missions established in Colombia by the Agreements signed by the two countries on October 14, 1946,² and February 21, 1949,³ as extended or amended by the exchange of notes of October 6 and November 4, 1954,⁴ and February 18 and March 31, 1959,⁵ and to combine the existing agreements into a single agreement, under the following terms and conditions:

TITLE I. PURPOSE AND DURATION

Article 1. The purpose of the United States of America Army, Navy and Air Force Missions shall be to provide advisory and technical cooperation on a permanent basis to the Colombian Army, Navy and Air Force.

Article 2. This Agreement may be suspended or terminated by mutual consent of the two Governments, or unilaterally by either of them. In the latter case, the decision of one Government to suspend or terminate it shall be subject to ninety days (90) advance written notice to the other Government.

If either of the two countries becomes involved in internal or external conflict, the Government concerned may suspend or terminate this Agreement without regard to the requirements of a ninety days (90) written notice.

TITLE II. COMPOSITION AND PERSONNEL

Article 3. The Army, Navy and Air Force Missions, hereinafter referred to generally as Service Missions, shall each consist of a Chief of Service Mission, who shall be an officer of the Armed Forces of the United States of America on active duty with the rank of Colonel for the Army and Air Force Missions and Captain for the Navy Mission, and such additional personnel of the United States of America proposed by the Commanders of the Colombian Armed Forces in agreement with the corresponding Chiefs of service missions as are approved by the Commanding General of the Armed Forces and authorized by the Minister of Defense of Colombia, respectively.

¹ Came into force on 16 April 1975, the date on which the Government of Colombia notified the Government of the United States of America that its necessary legal requirements had been fulfilled, in accordance with article 31.

² United Nations, *Treaty Series*, vol. 7, p. 97.

³ *Ibid.*, vol. 92, p. 227.

⁴ *Ibid.*, vol. 237, pp. 288 and 311.

⁵ *Ibid.*, vol. 342, pp. 342 and 349.

Article 4. The rank and specialty of the additional personnel referred to in Article 3 above shall be designated by each Commander of the Colombian Armed Forces after prior agreement with the respective Chief of Service Mission.

Article 5. The personnel assigned to each Service Mission in the manner provided in Article 3 shall have the status of accredited personnel and shall therefore be official members of their respective Service Mission. However, the Government of Colombia may also authorize the presence in the country of such other supplementary personnel of the Armed Forces of the United States of America as may be strictly necessary to perform the duties concerned with the administration of the Service Missions; they shall be non-accredited personnel.

The number, specialty and rank of the non-accredited personnel shall be mutually agreed upon by the Commander of the Colombian Service concerned and the corresponding Chief of Service Mission and submitted to the Commanding General of the Colombian Armed Forces for approval.

TITLE III. DUTIES AND RANKS

Article 6. The duties of the members of each Service Mission shall be mutually agreed upon and established by the Colombian Commander concerned and the corresponding Chief of Service Mission on the basis of the organic structure and personnel strength previously agreed upon by them and approved by the Commanding General of the Colombian Armed Forces.

Article 7. The Chiefs of the Service Missions shall be responsible to the corresponding Colombian Commander for the proper functioning of the entities and personnel under their direction.

Article 8. Personnel of the Service Missions shall discharge their duties in the rank conferred upon them by the Government of the United States of America and shall wear the corresponding uniform.

Article 9. The treatment accorded personnel of the Service Missions by personnel of the Colombian Armed Forces shall be determined solely by equivalence of rank for matters of protocol.

Article 10. With respect to travel and medical care, the members of the Service Missions of the United States of America shall have the rights to enjoy the benefits and prerogatives stipulated by Colombian Armed Forces regulations for each rank.

Article 11. All personnel mentioned in Article 5 and their families shall be accorded those privileges and immunities corresponding to those of United States of America Embassy personnel of comparable rank or grade.

Article 12. Members of the Service Missions of the United States of America shall be governed by the disciplinary regulations of the Armed Forces of the United States of America.

TITLE IV. REMUNERATION AND PERQUISITES

Article 13. The services performed by the Service Missions of the United States of America shall not be remunerable by the Government of Colombia to the Service Mission members or to the Treasury of the United States of America.

Article 14. The Government of Colombia will pay to the Treasury of the United States of America the sum corresponding to first class fares for each Chief of Service Mission and his wife and legal minor children, and tourist class for other accredited Service Mission members and their wives and legal minor children, via the shortest usual air route, from the port of embarkation in the United States of America to the place of official domicile in Colombia for the arrival trip and between the place of official domicile in Colombia and the port of entry in the United States of America for the return trip.

Article 15. The Government of Colombia will not be obligated to pay the return costs covered in Article 14 for any member of the Service Missions recalled by the Government of the United States of America before completing the two years' service. In case such recalled member is replaced, the expenses connected with the person replacing him in Colombia will be borne by the Government of the United States of America.

Article 16. The Government of Colombia will grant, at the request of the Chief of any of the Service Missions, exemption from payment of customs duties on articles imported for personal or family use by all personnel referred to in Article 5.

Article 17. Accredited members of the United States of America Service Missions on official assignments away from their official duty station and within Colombian territory shall have the right to appropriate transportation provided by the Government of Colombia.

Article 18. The Government of the Republic of Colombia will provide each Chief of Service Mission an automobile with chauffeur for use on official business. The Government of Colombia will also provide, upon request, adequate transportation for the temporary use of Service Mission members in the conduct of official business.

The cost of maintaining and operating the vehicles assigned to the Service Missions of the United States of America by the Colombian Armed Forces will be borne by the Government of the Republic of Colombia.

Article 19. The Government of the Republic of Colombia will provide adequate office space and utilities for use by each of the Service Missions of the United States of America during the time they are rendering their services in accordance with the provisions of this Agreement.

Article 20. If any accredited member of a service Mission or his wife and legal minor children should die in Colombia, the Government of the Republic of Colombia shall pay the cost of transporting the remains to such place in the United States of America as the surviving members of the family may decide, but the cost shall not exceed the cost of transporting such remains to New York City.

If the deceased is an accredited member of one of the service Missions, the Government of Colombia will pay the Treasury of the United States of America,

within 15 days of the death, all reimbursements due the deceased for fares and per diem for trips made on Colombian official business. It will pay, in the same manner, only return transportation to the United States of America for his wife and legal minor children, in accordance with the provisions of Article 14 hereof.

TITLE V. MISCELLANEOUS PROVISIONS

Article 21. Members of the Service Missions of the United States of America shall agree not to divulge or disclose to any foreign government, or natural or legal person whatsoever, any secret or classified matter of which he may become cognizant as a member of the Mission. This requirement shall continue in force after termination of service with the Service Mission and after suspension or cancellation of this Agreement.

Article 22. As used in this Agreement, the term "family" is understood to include only those family members forming part of the household.

Article 23. Each accredited member of the Service Mission shall be entitled to thirty (30) calendar days of annual leave, or to a proportional part thereof for a fractional part of a year's service. During such time as the member is on duty with a Mission, leave which is not used because of the exigencies of the Service may be cumulative from year to year not in excess of the maximum allowed by pertinent United States of America military service regulations.

Article 24. The leave specified may be spent in Colombia, in the United States of America, or in other countries, but fares, subsistence, and other travel expenses shall be borne by the Service Mission member taking such leave.

All travel time in connection with leave shall count as leave and shall not be in addition to the time authorized in the previous article.

Article 25. The leave specified in Article 23 shall be authorized by the appropriate Colombian Commander upon request by the applicant, endorsed by the Chief of the Service Mission concerned.

Article 26. Accredited members of the Service Missions of the United States of America and their families shall be entitled to receive medical, dental and hospital care at the expense of the Colombian Government under the same terms as that provided for Colombian Armed Forces personnel of equal rank and category.

Article 27. Any accredited member of one of the Service Missions who cannot for a period of more than thirty (30) days continue to perform his duties because of physical disability or other unforeseen reasons shall be replaced.

Article 28. Accredited members of Service Missions shall serve in Colombia for a minimum period of two (2) years; this period may be extended by mutual agreement of the appropriate Colombian Commander and the Chief of Service Mission.

Article 29. Accredited members of the Service Missions who are replaced shall terminate their duties only upon the arrival of their replacement, except when otherwise mutually agreed by the appropriate Colombian Commander and Chief of Service Mission.

Article 30. This Agreement rescinds the Naval Mission Agreement of October 14, 1946, and the Army and Air Force Mission Agreements of February 21, 1949, as extended or amended by the exchange of notes of October 6 and November 4, 1954, and February 18 and March 31, 1959, between the Governments of the United States of America and the Republic of Colombia.

Article 31. This Agreement shall enter into force on the date the Government of Colombia notifies the Government of the United States of America that the requirements established by the laws of Colombia for its entry into force have been fulfilled.

DONE in two copies each in the English and Spanish languages, equally authentic and valid, at Bogotá this seventh day of October, 1974.

For the Government
of the United States of America:

[Signed]

VIRON PETER VAKY

For the Government
of the Republic of Colombia:

[Signed]

INDALECIO LIÉVANO AGUIRRE
