

AIR FORCE MISSION

Agreement signed at Washington January 4, 1949

Entered into force January 4, 1949

Extended by agreements of January 28 and March 2, 1953,¹ and December 3, 1956, and January 7, 1957²

Amended by agreement of February 20, 1959³

Terminated May 6, 1963⁴

63 Stat. 2311; Treaties and Other
International Acts Series 1863

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF HAITI

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 an Air Force 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 and with the personnel of the Haitian Air Forces with a view to contributing to the development of the air force of the Republic of Haiti.

ARTICLE 2. This Mission shall continue for a period of four (4) years from the date of the signing of this Agreement by the accredited representatives of the Governments of the United States of America and the Republic of Haiti, unless previously terminated or extended as hereinafter provided.

(a) Any member of the Mission may be recalled by the Government of the United States of America after the expiration of two (2) years of service, in which case another member shall be appointed to replace him.

¹ 4 UST 1465; TIAS 2807.

² 8 UST 6; TIAS 3728.

³ 10 UST 380; TIAS 4198.

⁴ Pursuant to notice given by Haiti May 6, 1963, under art. 5.

(b) The Government of the Republic of Haiti reserves the right to request, at any time, the recall of a member of the Mission, in which case the Government of the United States of America shall appoint another member to replace him.

ARTICLE 3. If the Government of the Republic of Haiti should desire that the services of the Mission be extended beyond the stipulated period, it shall make a written request to that effect six (6) months before the expiration of this Agreement.

ARTICLE 4. This Agreement may be terminated before the expiration of the period of four (4) years prescribed in Article 2, or before the expiration of the extension authorized in Article 3, in the following manner:

(a) By either of the Governments, subject to three (3) 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 of America, without compliance with the formalities provided for in paragraph (a) of this Article.

ARTICLE 5. This Agreement is subject to cancellation on the initiative either of the Government of the United States of America or of the Government of the Republic of Haiti in the event that either of those Governments is involved in civil or foreign hostilities.

TITLE II

Composition and Personnel

ARTICLE 6. This Mission shall consist of such personnel of the United States Air Force as may be agreed upon between the Secretary of State for National Defense, through the authorized representative of the Government of the Republic of Haiti in Washington, and the Department of the Air Force of the United States of America.

TITLE III

Duties, Rank, and Precedence

ARTICLE 7. The personnel of the Mission shall perform such duties as may be agreed upon between the Secretary of State for National Defense and the Chief of the Mission.

ARTICLE 8. The members of the Mission shall, in the performance of their duties, be responsible, through the Chief of the Mission, to the Secretary of State for National Defense.

ARTICLE 9. Each member of the Mission shall serve on it with the rank he holds in the United States Air Force, and wear the uniform thereof, but shall have precedence over all Haitian officers of the same rank.

ARTICLE 10. Each member of the Mission shall be entitled to the same benefits and privileges as the Regulations of the Army Air Corps of Haiti provide for officers and enlisted men of corresponding rank, with the exception of the provisions of Article 29.

ARTICLE 11. The personnel of the Mission shall be governed by the disciplinary regulations of the United States Air Force.

TITLE IV

Compensation and Allowances

ARTICLE 12. Members of the Mission shall receive from the Government of the Republic of Haiti such net annual compensation as may be agreed upon between the Governments of the United States of America and the Republic of Haiti for each member. This compensation shall be paid in twelve (12) equal monthly instalments, each due and payable on the last day of each month. Such compensation shall not be subject to any tax now in effect or which may hereafter be imposed by the Government of the Republic of Haiti or any administrative or political subdivision of the said Government. If, however, now or hereafter, while this Agreement is in effect, there should be any taxes that might affect that compensation, such taxes shall be borne by the Government of the Republic of Haiti, in order that the compensation agreed upon shall be net.

ARTICLE 13. The compensation agreed upon as indicated in the preceding Article shall commence upon the date of arrival in the Republic of Haiti of each member of the Mission and, except as otherwise expressly provided in this Agreement, shall continue to be paid until termination of duty with the Mission, including the time for the return trip to the United States and any period of accumulated leave which may be due.

ARTICLE 14. The compensation due for the period of the return trip and accumulated leave shall be paid to a detached member of the Mission before his departure from the Republic of Haiti, and such payment shall be computed for travel by the shortest route to the port of entry in the United States of America, regardless of the route and method of travel used by the member of the Mission.

ARTICLE 15. The Government of the Republic of Haiti shall assume the expenses for the transportation of the personal automobile of each of the members of the Mission from the port of embarkation in the United States of America to his post in the Republic of Haiti, as well as the expenses involved in the transportation of the aforementioned automobile from the Republic of Haiti to the port of entry in the United States of America. The payment of the costs of transporting an automobile, in case personnel may be attached to the Mission on temporary service, shall not be required by this Agreement, but shall be determined by negotiations between the Department of the Air Force of the United States of America and the authorized

representative of the Government of the Republic of Haiti in Washington at such time as such assignments of personnel for such temporary service have been agreed upon.

ARTICLE 16. 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, not to exceed 25 percent of the total of their annual salary. The Chief of the Mission shall be responsible for the strict observance of the provisions of this Article.

ARTICLE 17. If, for any reason whatsoever, the Government of the United States of America should terminate the service of one or more members of the Mission before completion of the two years of service provided for, the Government of the Republic of Haiti shall not be obligated to pay any expenses, pay, and allowances for the period that such member or members remained in Haiti after termination of service.

If, for any reason whatsoever, the Government of the Republic of Haiti should terminate the service of one or more members of the Mission, it shall be obligated to pay all expenses of repatriation, as well as all pay, allowances, and expenses which would have been paid, if such member or members had reached the expiration of a two-year period of service.

ARTICLE 18. Compensation for transportation and traveling expenses in the Republic of Haiti on official business of the Government of the Republic of Haiti shall be provided by the Government of the Republic of Haiti in accordance with customary official rates in the Army of Haiti.

ARTICLE 19. The Government of the Republic of Haiti shall provide the Chief of the Mission with a suitable automobile, with chauffeur, for his use on official business. Vehicles, with chauffeur, and, when necessary, a suitably equipped airplane shall, upon request, be placed at the disposal of the members of the Mission by the Government of the Republic of Haiti, in so far as it is possible for the latter to do so, for the carrying on of the official business of the Mission.

ARTICLE 20. The Government of the Republic of Haiti shall provide suitable office space for the use of the members of the Mission and shall grant them all facilities for their work, to the extent of its means.

ARTICLE 21. If any member of the Mission, or a member of his family, should die in the Republic of Haiti, the Government of the Republic of Haiti shall have the body transported 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.

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. The return trip to New York City of the family of the deceased and the transportation of their household effects, baggage, and automobile shall be provided in accordance with the terms of Article 15. All compensation due the deceased member, including salary for the fifteen (15) days subsequent to his death, and reimbursement for expenses and transportation due such member for travel performed on official business of the Government of the Republic of Haiti, shall be paid to the widow of the deceased, or to any other person who may have been designated in writing by the deceased while serving under the terms and provisions of this Agreement; but his widow or any other person shall not be entitled to any compensation for accrued leave due and not taken by the deceased. All compensations due the widow, or any other person designated by the deceased, under the provisions of this Article, shall be paid within fifteen (15) days of the decease of the said member.

TITLE V

Requisites and Conditions

ARTICLE 22. So long as this Agreement, or any extension thereof, 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 military air forces of the Republic of Haiti, except by mutual agreement between the Governments of the United States of America and the Republic of Haiti.

ARTICLE 23. Every 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 expiration or cancellation of this Agreement or any extension thereof.

ARTICLE 24. In the terms of this Agreement, the word "family" is understood, for each member of the Mission, to mean his wife and their minor children.

ARTICLE 25. Each member of the Mission shall be entitled to one month's annual leave with pay, or to a proportional part of such leave with pay for any fractional part of a year. The unused portion of such leave shall be cumulative from year to year during his service as a member of the Mission.

ARTICLE 26. The leave referred to in the preceding Article may be spent in the Republic of Haiti, in the United States of America, or in other countries, but the expenses 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 the preceding Article.

ARTICLE 27. The Government of the Republic of Haiti agrees to grant the leave specified in Article 25, upon written request, approved by the Chief of the Mission, taking into consideration the conveniences of the service.

ARTICLE 28. 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 29. The Government of the Republic of Haiti undertakes to furnish appropriate medical attention to the members of the Mission and to their families. If a member of the Mission should become ill or be the victim of an accident, he shall, should he so desire, be cared for in the hospitals of the Government of the Republic of Haiti at the expense of that Government. There shall furthermore be provided annually a credit not to exceed 20 percent of the total amount of the annual salaries of the members of the Mission for medical attention that may be furnished them and the members of their families by specialists or in institutions other than the hospitals of the Government of the Republic of Haiti. Expenditures of funds of this nature shall be made by the Government of the Republic of Haiti at the request of the Chief of the Mission. The Government of the Republic of Haiti shall not be responsible for the payment of expenses for medical attention received outside the territory of the Republic of Haiti. Neither shall it be responsible for the payment of any compensation in the case of the permanent physical disability of a member of the Mission.

ARTICLE 30. Any member of the Mission no longer able properly to perform his duties by reason of prolonged physical disability shall be replaced.

IN WITNESS WHEREOF, the undersigned, Robert A. Lovett, Acting Secretary of State of the United States of America, and Joseph D. Charles, Ambassador of the Republic of Haiti in Washington, duly authorized thereto, have signed this Agreement, in duplicate, in the English and French languages, at Washington, this fourth day of January, one thousand nine hundred forty-nine.

For the Government of the United States of America:

ROBERT A. LOVETT

For the Government of the Republic of Haiti:

JOSEPH D. CHARLES