

## NAVAL MISSION

*Agreement signed at Washington March 24, 1941*

*Entered into force March 24, 1941*

*Extended by agreements of November 20 and December 9, 1944 (two years),<sup>1</sup> and February 11 and March 24, 1947 (two years)<sup>1</sup>*

*Expired March 24, 1949*

55 Stat. 1235; Executive Agreement Series 203

### AGREEMENT BETWEEN THE GOVERNMENTS OF THE UNITED STATES OF AMERICA AND VENEZUELA

In conformity with the request of the Government of Venezuela to the American Ambassador at Caracas, the President of the United States of America has authorized the appointment of officers and enlisted men to constitute a Naval Mission to Venezuela under the conditions specified below:

#### TITLE I

##### PURPOSE AND DURATION

*Article 1.* The purpose of this Mission is to cooperate with the Ministry of War and Navy of Venezuela and with the officers of the Venezuelan Navy with a view to enhancing the efficiency of the Venezuelan Navy.

*Article 2.* This Mission shall continue for a period of four years from the date of the signing of this Agreement by the accredited representatives of the Governments of the United States of America and Venezuela, unless sooner terminated or extended as hereinafter provided. Any member may be detached by the United States Government after the expiration of two years' service, in which case another member will be furnished in replacement. Likewise the Government of Venezuela, after the expiration of the same period, may ask for the change of any of the members of the Mission.

*Article 3.* If the Government of Venezuela should desire that the services of the Mission be extended beyond the period stipulated, a proposal to that effect shall be made in writing six months before the expiration of this Agreement.

*Article 4.* This Agreement may be terminated prior to the expiration of the

<sup>1</sup> Not printed.

period of four years prescribed in Article 2, or prior to the expiration of the extension authorized in Article 3, in the following manner:

(a) By either Government, subject to three months' notice in writing 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 (a).

*Article 5.* This Agreement is subject to cancelation upon the initiative of either Venezuela or the United States of America in case either Government becomes involved in domestic or foreign hostilities.

## TITLE II

### COMPOSITION AND PERSONNEL

*Article 6.* This Mission shall consist of such personnel of the United States Navy as may be agreed upon by the Ministry of War and Navy of Venezuela through its authorized representative in Washington and by the Navy Department 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 Minister of War and Navy of Venezuela and the Chief of Mission.

*Article 8.* The members of the Mission shall be responsible solely to the Minister of War and Navy of Venezuela through the Chief of Mission.

*Article 9.* Each member of the Mission shall serve on the Mission with the rank he holds in the United States Navy, and wear the uniform thereof, but shall take precedence over all Venezuelan officers of the same rank.

*Article 10.* Each member of the Mission shall be entitled to all the benefits and privileges which the Venezuelan Naval Regulations provide for Venezuelan Naval officers and enlisted personnel of corresponding rank, except as relates to Article 29.

*Article 11.* The personnel of the Mission shall be governed by the disciplinary regulations of the United States Navy.

## TITLE IV

### COMPENSATION AND PERQUISITES

*Article 12.* Members of the Mission shall receive from the Government of Venezuela such net annual compensation expressed in United States currency as may be agreed upon for each individual member between the Governments of the United States of America and Venezuela. The said

compensation shall be paid in twelve (12) equal monthly installments, each due and payable on the last day of the month. Payment may be made in Venezuelan national currency and when so made shall be computed at the highest selling exchange rate of the dollar in Caracas on the day on which due. Payments made outside of Venezuela shall be in the national currency of the United States of America and in the amounts agreed upon as indicated above. The said compensation shall not be subject to any Venezuelan tax, or to tax by any political subdivision of Venezuela, that is now or shall hereafter be in effect. Should there, however, at present or during the life of this Agreement be any taxes that might affect the said salaries, such taxes shall be borne by the Venezuelan Ministry of War and Navy, in order to comply with the provision stipulated above 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 departure from the United States of America of each member of the Mission, and, except as otherwise expressly provided herein, shall continue, following the termination of duty with the Mission, for the return voyage to the United States of America and thereafter for the period of any accumulated leave which may be due.

*Article 14.* The compensation due for the period of the return voyage and accumulated leave shall be paid a detached member prior to his departure from Venezuela, and such payment shall be computed for travel via the shortest usually traveled sea route regardless of the route and method of travel elected by the said detached member.

*Article 15.* Each member of the Mission and his family shall be furnished by the Government of Venezuela with first-class accommodations for travel, via the shortest usually traveled sea route, required and performed under this Agreement, between any port of embarkation in the United States of America and his official residence in Venezuela, both for the outward and for the return voyage. The expenses of shipment of household effects, baggage, and automobile of each member of the Mission between any port of embarkation in the United States of America and his official residence in Venezuela shall also be paid by the Government of Venezuela; this shall include all necessary expenses incident to unloading from the steamer upon arrival in Venezuela and packing and loading on board the steamer upon departure from Venezuela. 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 herein, or when the result of circumstances beyond their control. Payment of expenses for the transportation of families, household effects and automobiles, in the case of personnel who may join the Mission for temporary duty at the request of the Minister of War and Navy of Venezuela, shall not be required under this Agreement, but shall

be determined by negotiations between the United States Navy Department and the authorized representative of the Ministry of War and Navy of Venezuela in Washington at such time as the detail of personnel for such temporary duty may be agreed upon.

*Article 16.* The Government of Venezuela shall annually establish a fund not to exceed 25 percent of the aggregate of the annual salaries of the members of the Mission to cover the cost of customs duties for articles imported for the personal use of the members of the Mission and their families. Expenditures from this fund shall be made only on the approval of the Chief of Mission.

*Article 17.* If the services of any member of the Mission should be terminated by action of the Government of the United States of America, except in accordance with the provisions of Article 5, prior to the completion of two years' service, the provisions of Article 15 shall not apply to the return voyage. If the services of any member of the Mission should terminate or be terminated prior to the completion of two years' service for any other reason, including those set forth in Article 5, he shall receive from the Government of Venezuela all the compensations, emoluments, and perquisites as if he had completed two years' service, but the annual salary shall terminate as provided by Article 13. But should the Government of the United States of America detach any member for breach of discipline, no cost of the return to the United States of America of such member, his family, household effects, baggage or automobile shall be borne by the Government of Venezuela.

*Article 18.* Compensation for transportation and traveling expenses in Venezuela on Venezuelan official business shall be provided by the Government of Venezuela in accordance with Article 10.

*Article 19.* The Chief of Mission shall be furnished by the Venezuelan Government with a suitable automobile, with chauffeur, for his use on official business. Suitable motor transportation, with chauffeur, and when necessary a launch properly equipped, shall on call be made available by the Government of Venezuela for use by the members of the Mission for the conduct of the official business of the Mission.

*Article 20.* The Government of Venezuela shall provide suitable office space and facilities for the use of the members of the Mission.

*Article 21.* If any member of the Mission, or any of his family, should die in Venezuela, the Government of Venezuela shall have the body transported to such place in the United States of America as the surviving members of the family may decide, but the cost to the Government of Venezuela 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. Return transportation to New York City for the family of the deceased member and for their baggage, household effects and auto-

mobile shall be provided as prescribed in Article 15. All compensation due the deceased member, including salary for fifteen (15) days subsequent to his death, and reimbursement for expenses and transportation due the deceased member for travel performed on Venezuelan official business, shall be paid to the widow of the deceased member or to any other person who may have been designated in writing by the deceased while serving under the terms of this Agreement; but such widow or other person shall not be compensated for accrued leave due and not taken by the deceased. All compensation due the widow, or 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 Venezuela shall not engage the services of any personnel of any other foreign government for duties of any nature connected with the Venezuelan Navy.

*Article 23.* Each member of the Mission shall agree not to divulge or by any means disclose to any foreign government or person whatsoever any secret or confidential matter of which he may become cognizant in his capacity as a member of the Mission. This requirement shall continue to be binding after termination of duty with the Mission and after the expiration or cancelation of this Agreement or any extension thereof.

*Article 24.* Throughout this Agreement the term "family" shall be construed as meaning wife and dependent children.

*Article 25.* Each member of the Mission shall be entitled to one month's annual leave with pay, or to a proportional part thereof with pay for any fractional part of a year. Unused portions of said leave shall be cumulative from year to year during service as a member of the Mission.

*Article 26.* The leave cited in the preceding Article may be spent in foreign countries. All travel time, involved in taking such leave, including sea travel, shall count as leave and shall not be in addition to that authorized in the preceding Article.

*Article 27.* The Government of Venezuela agrees to grant the leave specified in Article 25 upon receipt of written application approved, with due consideration for the convenience of the Government of Venezuela, by the Chief of Mission.

*Article 28.* Members of the Mission that may be replaced shall terminate their services on the Mission only upon the arrival of their replacements, except when otherwise mutually agreed upon in advance by the respective Governments.

*Article 29.* The Government of Venezuela will furnish to members of the Mission free medical attention in Venezuelan military and naval hospitals; and shall also establish annually a fund not to exceed 20 percent of the aggregate of the annual salaries of the members of the Mission for their medical attention and that of their families in other than Venezuelan military and naval hospitals when such facilities are used. The Government of Venezuela will not be responsible for charges for services of this character incurred outside of Venezuela. Expenditures from the fund shall be made only at the request of the Chief of Mission. The Government of Venezuela shall not be responsible for any indemnity in case of permanent disability to a member of the Mission.

*Article 30.* Any member unable to perform his duties with the Mission by reason of long continued physical disability shall be replaced.

IN WITNESS WHEREOF, the undersigned, Sumner Welles, Acting Secretary of State of the United States of America, and Doctor Diógenes Escalante, Ambassador of the United States of Venezuela at Washington, duly authorized thereto, have signed this Agreement in duplicate in the English and Spanish languages, at Washington, this twenty-fourth day of March, 1941.

SUMNER WELLES [SEAL]  
DIÓGENES ESCALANTE [SEAL]