

MILITARY MISSION

Agreement signed at Port-au-Prince May 23, 1941

Entered into force May 23, 1941

Expired May 23, 1945

55 Stat. 1295; Executive Agreement Series 213

AGREEMENT BETWEEN THE GOVERNMENTS OF THE UNITED STATES OF AMERICA AND HAITI

In conformity with the request of the Minister of Haiti in Washington, D.C. to the Secretary of State of the United States of America, the President of the United States of America has authorized the appointment of officers of the Army of the United States of America to serve in the Republic of Haiti under the conditions specified below.

TITLE I

Purpose and Duration

ARTICLE 1—The purpose of this Mission is to cooperate with the President of Haiti, the Chief of Staff of the Garde d'Haiti and with the personnel of the Garde d'Haiti with a view to enhancing the efficiency of the Garde d'Haiti.

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 Haiti, 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.

ARTICLE 3—If the Government of Haiti 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 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 the decision of 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 United States in the public interest of the United States, without compliance with (a).

ARTICLE 5—This Agreement is subject to cancellation upon the initiative of either Haiti or the United States in case either Government becomes involved in domestic or foreign hostilities.

TITLE II

Composition and Personnel

ARTICLE 1—This Mission shall consist of such personnel of the United States Army as may be agreed upon by the President of Haiti through the authorized representative of Haiti in Washington and by the War Department of the United States.

ARTICLE 2—United States Army personnel now serving in Haiti on individual contracts with the Haitian Government may continue their services in accordance with the terms of this Agreement, effective from the date on which it is signed by the duly authorized representatives of the Governments of Haiti and of the United States. The service of such personnel on individual contracts shall count as service under this Agreement for all purposes the enjoyment of which or the exercise of which requires not less than two years' service with the Mission.

TITLE III

Duties, Rank and Precedence

ARTICLE 1—The personnel of the Mission shall perform such duties as may be agreed upon between the President of Haiti and the Chief of Mission.

ARTICLE 2—The members of the Mission shall be responsible solely to the President of Haiti through the Chief of Mission.

ARTICLE 3—Each member of the Mission shall serve on the Mission with the rank he holds in the United States Army, and wear the uniform thereof, but shall take precedence over all Haitian officers of the same rank.

ARTICLE 4—Each member of the Mission shall be entitled to all the benefits which the Garde d'Haiti regulations provide for officers and enlisted personnel of corresponding rank of the Garde d'Haiti.

ARTICLE 5—The personnel of the Mission shall be governed by the disciplinary regulations of the United States Army.

TITLE IV

Compensation and Perquisites

ARTICLE 1—Members of the Mission shall receive from the Government of Haiti such net annual compensation expressed in United States currency as may be agreed upon for each individual member between the Govern-

ments of the United States of America and Haiti. 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 Haitian national currency and when so made shall be computed at the highest value of the dollar at the free market rate of exchange in Port-au-Prince on the day on which due. Payments made outside of Haiti 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 Haitian tax, or to tax by any political subdivision of Haiti, 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 Haitian Government, in order to comply with the provision stipulated above that the compensation agreed upon shall be net.

ARTICLE 2—The compensation agreed upon as indicated in the preceding Article shall commence upon the date of departure from New York 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 New York and thereafter for the period of any accumulated leave which may be due.

ARTICLE 3—The compensation due for the period of the return voyage and accumulated leave shall be paid a detached member prior to his departure from Haiti, 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 4—Each member of the Mission and his family shall be furnished by the Government of Haiti with first-class accommodations for travel, via the shortest usually traveled sea route, required and performed under this Agreement, between New York and Port-au-Prince both for the outward and for the return voyage. The shipment of household effects, baggage, and automobile of each member of the Mission between New York and his residence in Haiti shall be made in the same manner by the Government of Haiti; this shall include all necessary expenses incident to unloading from the steamer in Haiti and packing and loading on board the steamer 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 herein, or when the result of circumstances beyond their control. Payment by the Government of Haiti 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 President of Haiti, shall not be required under this Agreement; but these expenses shall be determined by negotiations between the United States

War Department and the authorized representative of the President of Haiti in Washington at such time as the detail of personnel for such temporary duty may be agreed upon.

ARTICLE 5—The Government of Haiti shall grant, upon request of the Chief of Mission, free entry for articles for the personal use of the members of the Mission and their families.

ARTICLE 6—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 Title I, Article 5, prior to the completion of two years' service, the provisions of Title IV, Article 4, 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 Title I, Article 5, he shall receive from the Government of Haiti all the compensations, emoluments, and perquisites as if he had completed two years' service, but the annual salary shall terminate as provided by Title IV, Article 2. 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 such member, his family, household effects, baggage or automobile shall be borne by the Government of Haiti.

ARTICLE 7—Compensation for transportation and traveling expenses in Haiti on Haitian official business shall be provided by the Government of Haiti in accordance with Title III, Article 4.

ARTICLE 8—Suitable office space and facilities shall be made available for the use of the members of the Mission.

ARTICLE 9—If any member of the Mission, or any of his family, dies in Haiti, the Government of Haiti 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 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. Return transportation to New York City for the family of the deceased member and for their baggage, household effects and automobile shall be provided as prescribed in Title IV, Article 4. 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 Haitian official business, shall be paid to the widow of the deceased member or to any other person who may have been designated 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 compensations 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 1—So long as this Agreement, or any extension thereof, is in effect, the Government of Haiti shall not engage the services of any personnel of any other foreign government for duties of any nature connected with the Garde d'Haiti, except by mutual agreement between the Governments of the United States and Haiti.

ARTICLE 2—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 cancellation of this Agreement or any extension thereof.

ARTICLE 3—Throughout this Agreement the term "family" shall be construed as meaning wife and dependent children.

ARTICLE 4—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 5—The leave cited in the preceding Article may be spent in Haiti, the United States or in other 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 6—The Government of Haiti agrees to grant the leave specified in Article 4 of this Title upon receipt of written application approved, with due consideration for the convenience of the Government of Haiti, by the Chief of Mission.

ARTICLE 7—Except when otherwise mutually agreed upon in advance by the respective Governments, a member of the Mission may not terminate his duties with the Mission before the arrival in Haiti of his replacement.

ARTICLE 8—Suitable medical attention shall be furnished by the Government of Haiti to members of the Mission and their families. In case a member of the Mission becomes ill or suffers injury, he shall, at the discretion of the Chief of Mission, be placed in such hospital as the Chief of Mission deems suitable, after consultation with the Garde d'Haiti authorities, and all expenses incurred as the result of such illness or injury while the patient is a member of the Mission and remains in Haiti shall be paid by the Government of Haiti. If the hospitalized member is a commissioned officer, he shall pay his cost of subsistence, but if an enlisted man the cost of subsistence shall be paid by the Haitian Government. Families shall enjoy the same privileges

agreed upon in this Article for members of the Mission, except that a member of the Mission shall in all cases pay the cost of subsistence incident to hospitalization of a member of his family except as may be provided by Title III, Article 4.

ARTICLE 9—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, duly authorized thereto, have signed this Agreement in duplicate in the English and French languages, at Port-au-Prince, Republic of Haiti this twenty-third day of May nineteen hundred and forty-one.

J. C. WHITE [SEAL]

Minister of the United States of America

FOMBRUN [SEAL]

Secrétaire d'Etat des Relations Extérieures