

No. 1382

**INTERNATIONAL LABOUR ORGANISATION
and
CUBA**

**Basic Agreement for the provision of technical assistance.
Signed at Havana, on 21 April 1951**

Official text: Spanish.

Registered by the International Labour Organisation on 23 August 1951.

**ORGANISATION INTERNATIONALE DU TRAVAIL
et
CUBA**

**Accord de base relatif à la fourniture d'une assistance
technique. Signé à La Havane, le 21 avril 1951**

Texte officiel espagnol.

Enregistré par l'Organisation internationale du Travail le 23 août 1951.

TRANSLATION — TRADUCTION

No. 1382. BASIC AGREEMENT¹ BETWEEN THE INTERNATIONAL LABOUR ORGANISATION AND THE GOVERNMENT OF CUBA FOR THE PROVISION OF TECHNICAL ASSISTANCE. SIGNED AT HAVANA, ON 21 APRIL 1951

The International Labour Organisation, desiring to give effect to the decisions whereby the International Labour Conference and the Governing Body of the International Labour Office agreed to participate, in accordance with the observations and guiding principles set out in annex I² to part A of resolution 222 (IX) of the Economic and Social Council and the arrangements made by the Council for the administration of the programme, in the Expanded Programme of Technical Assistance for the Economic Development of Under-Developed Countries, approved by resolution 304 (IV) of the General Assembly of the United Nations,³

and

The Government of Cuba,

Which has requested technical assistance from the International Labour Organisation in the furtherance of its plans for economic development and the attainment of higher levels of economic and social welfare for its people,

Having considered it desirable to define their mutual responsibilities in a Basic Agreement, in accordance with the practice followed by the Technical Assistance Board of the United Nations and the specialized agencies, with a view to facilitating the fulfilment of these responsibilities in a spirit of friendly co-operation, have for these purposes agreed as follows :

Article I

FURNISHING OF TECHNICAL ASSISTANCE

(a) The Organisation shall render technical assistance to the Government on the matters and in the manner described in such supplementary technical assistance agreements as may be concluded between it and the Government, and the Government shall co-operate with the Organisation to this end.

(b) The form in which such technical assistance is furnished shall be governed by the relevant supplementary agreements with due regard for the

¹ Came into force on 21 April 1951, as from the date of signature, in accordance with article V.

² United Nations, *Treaty Series*, Vol. 76, p. 132.

³ United Nations, document A/1251.

terms of the observations and guiding principles set out in annex I of part A of resolution 222 (IX) of the Economic and Social Council of the United Nations and any applicable decisions of the International Labour Conference, of the aforementioned Council and of the Governing Body of the International Labour Office.

(c) Such technical assistance shall be furnished primarily through the provision of experts to advise the competent authorities, to assist such authorities in the implementation of recommendations accepted by them, and to participate in the organization and execution of training schemes and similar arrangements. Such experts shall be selected by the Organisation after consultation with the Government; such experts shall be administratively responsible for their technical work solely to and shall consequently be under the supervision and direction of the Organisation, except in so far as provision may be made by supplementary agreements for them to be responsible to the Department of government immediately concerned in respect of executive functions performed or instruction given by them. In the performance of their duties the experts shall act in close consultation and full co-operation with the competent agencies and officials of the Government and with those bodies especially charged with the execution of development projects in the country. Such experts shall, in the course of their advisory work, make every effort to instruct any technical staff the Government may associate with them in their professional methods, techniques and practices, and in the principles on which these are based and the Government shall, wherever practicable, arrange for such technical staff to be attached to the experts for this purpose.

(d) Supplementary agreements may stipulate, as a form of technical assistance, the establishment and provision of fellowships or of any other type of grant considered suitable for study abroad.

(e) Any technical or other equipment and supplies which may be furnished by the Organisation in connexion with technical assistance shall remain the property of the Organisation unless and until such time as title thereto may be transferred on terms and conditions agreed upon between the Organisation and the Government.

Article II

CO-OPERATION OF THE GOVERNMENT WITH RESPECT TO THE PROVISION OF TECHNICAL ASSISTANCE

(a) In connexion with technical assistance, the Government shall facilitate compliance with the provisions for "Participation of requesting Governments" in the observations and guiding principles in annex I to part A of resolution 222 (IX) of the Economic and Social Council of the United Nations, in particular by providing requested data or permitting access to adequate information:

facilitating appropriate contacts with Government agencies, individuals and groups within the country; giving full and prompt consideration to advice received; co-ordinating promptly and effectively Government policies and administration so as to implement the technical assistance rendered; giving publicity within the country to the technical assistance provided, and undertaking sustained efforts to carry forward the work initiated or contemplated.

(b) The Government shall, in consultation with the Organisation, arrange for the publication of information (or shall provide, for study and analysis, material suitable for publication) regarding the results of the technical assistance provided under the terms of this Agreement and supplementary agreements, and the experience derived therefrom, including any report or findings of any expert, so that it may be of full use within the country and of value to other countries and to the international organizations rendering technical assistance to governments under the Expanded Programme. Any such publication by or through the Organization shall be undertaken only after consultation with the Government.

(c) With a view to ensuring the most efficient and economical use of the resources available for technical assistance, the Government undertakes to keep the Organisation fully informed of any technical assistance requested or received by it from any other international organization or any other Government which is relevant to any assistance requested from the Organisation.

Article III

ADMINISTRATIVE AND FINANCIAL OBLIGATIONS OF THE PARTIES

(a) The Organisation shall defray in full or in part, as may be specified in supplementary agreements, the costs necessary to the technical assistance, which are payable outside the country, as follows :

- (1) The salaries of the experts sent by the Organisation;
- (2) Subsistence and travel of the personnel from their place of recruitment to and from the point of entry into the country;
- (3) The cost of any other necessary travel outside the country;
- (4) Insurance of the experts;
- (5) Purchase and transportation to the country of any equipment or supplies which may be provided by the Organisation for the implementation of any technical assistance;
- (6) Any other expenses incurred outside the country and necessary for the provision of technical assistance.

(b) The Government shall assume responsibility for such part of the costs of the technical assistance to be furnished as can be paid for in local currency, or otherwise, as follows :

- (1) Transportation of the experts and of equipment and supplies within the country in connexion with the furnishing of technical assistance, and all necessary telephone, telegraph, postal and other communication expenses related to the provision of technical assistance;
- (2) Appropriate living accommodation for the experts;
- (3) Medical and hospital care for the experts. Where the experts are under contract for one year or more, these benefits shall also extend to the immediate dependents who may accompany them; and
- (4) Such other local currency expenses of the experts as may be specified in Supplementary Agreements;

(c) In addition to other payments under this article, the Government shall provide to the experts, after consultation with the senior member of the personnel, adequate office facilities, office supplies and equipment, the necessary local secretarial, interpreter-translator and related assistance, or any other facilities mutually agreed upon, and shall assume all administrative and financial responsibilities related to the provision of these facilities.

(d) The extent to which the subsistence expenses of experts shall be borne by the Organisation or by the Government and the rate at which such expenses shall be payable shall be determined in the relevant supplementary agreements.

(e) In fulfilling its obligations in respect of such expenses as are payable by it in connexion with technical assistance, the Government shall make payments in accordance with such procedures as may be specified in supplementary agreements. Any unused balance, together with a due rendering of accounts, shall be returned to the Government before final departure of the experts from the country. In lieu of the provision of local currency, the services and payments may, to the extent mutually agreed, be provided directly by the Government.

Article IV

FACILITIES, PRIVILEGES AND IMMUNITIES

(a) Pending adherence by the Government to the Convention on the Privileges and Immunities of the Specialized Agencies,¹ approved by the General Assembly of the United Nations on 21 November 1947, and by the International Labour Conference on 10 July 1948, the Government shall extend to the experts referred to in this Agreement such privileges and immunities as are consistent with existing Cuban legislation on the subject.

¹ United Nations, *Treaty Series*, Vol. 33, p. 261; Vol. 43, p. 342; Vol. 46, p. 355; Vol. 51, p. 330; Vol. 71, p. 316; Vol. 76, p. 274; Vol. 79, p. 326; Vol. 81, p. 332; Vol. 84, p. 412; Vol. 88, p. 446; Vol. 90, p. 323; Vol. 91, p. 376; Vol. 92, p. 400, and Vol. 96, p. 322.

(b) The Organisation and the experts shall have the benefit of the most favourable legal rate for conversion of currency prevailing at the time of any conversion made in carrying out their responsibilities under this Agreement and supplementary agreements, including conversion of any part of the salaries of the experts.

Article V

MODIFICATION OF AGREEMENT, SUPPLEMENTARY AGREEMENTS AND TERMINATION

(a) This Agreement shall enter into force upon its signature.

(b) This Agreement and any supplementary agreement may be modified by mutual consent of the Organisation and the Government, each of which shall give full and sympathetic consideration to any request for such modification.

(c) This Agreement may be terminated by either party on written notice to the other and shall be terminated sixty days after receipt of such notice. Termination of this Agreement shall be deemed to constitute termination of any supplementary agreement which may have been concluded pursuant to this Agreement. A supplementary agreement may also be separately terminated on notice by the Organisation or by the Government.

(d) Any difference of opinion as to the interpretation of this Agreement or of any supplementary agreement shall be settled by an exchange of views between the parties. If the difference is not resolved by such exchange of views, the parties may agree that it shall be settled by recourse to arbitration.

IN WITNESS WHEREOF the Government of Cuba and the International Labour Organisation have signed this Agreement at Havana on the twenty-first day of April one thousand nine hundred and fifty-one.

For the Government of Cuba :

Dr. Ernesto DIHIGO

Minister of State

p.p. Dr. Carlos MARTÍNEZ SÁNCHEZ

Ambassador Delegate for Commercial Affairs

For the International Labour Organisation :

Albert GUIGUI

Chief of the Technical Assistance Section

by special authorization of the Director-General
of the International Labour Office