

**UNITED NATIONS,  
FOOD AND AGRICULTURE ORGANIZATION  
OF THE UNITED NATIONS,  
UNITED NATIONS EDUCATIONAL,  
SCIENTIFIC AND CULTURAL ORGANIZATION,  
INTERNATIONAL CIVIL AVIATION ORGANIZATION  
and WORLD HEALTH ORGANIZATION  
and  
CUBA**

**Basic Agreement concerning technical assistance. Signed  
at New-York, on 19 June 1952**

*Official texts: English and Spanish.*

*Registered ex officio on 19 June 1952.*

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**ORGANISATION DES NATIONS UNIES,  
ORGANISATION DES NATIONS UNIES POUR  
L'ALIMENTATION ET L'AGRICULTURE,  
ORGANISATION DES NATIONS UNIES  
POUR L'ÉDUCATION,  
LA SCIENCE ET LA CULTURE,  
ORGANISATION DE L'AVIATION  
CIVILE INTERNATIONALE  
et ORGANISATION MONDIALE DE LA SANTÉ  
et  
CUBA**

**Accord de base relatif à l'assistance technique. Signé à  
New-York, le 19 juin 1952**

*Textes officiels anglais et espagnol.*

*Enregistré d'office le 19 juin 1952.*

No. 1787. BASIC AGREEMENT<sup>1</sup> CONCERNING TECHNICAL ASSISTANCE BETWEEN THE UNITED NATIONS, THE FOOD AND AGRICULTURE ORGANIZATION OF THE UNITED NATIONS, THE UNITED NATIONS EDUCATIONAL, SCIENTIFIC AND CULTURAL ORGANIZATION, THE INTERNATIONAL CIVIL AVIATION ORGANIZATION AND THE WORLD HEALTH ORGANIZATION AND THE GOVERNMENT OF CUBA. SIGNED AT NEW YORK, ON 19 JUNE 1952

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The United Nations, the Food and Agriculture Organization of the United Nations, the United Nations Educational, Scientific and Cultural Organization, the International Civil Aviation Organization and the World Health Organization (hereinafter called "the Organizations"), members of the Technical Assistance Board, severally and collectively, and the Government of Cuba (hereinafter called "the Government") desiring to give effect to the resolutions and decisions relating to technical assistance of the Organizations, which are intended to promote the economic and social progress and development of peoples, have entered into this Basic Agreement in a spirit of friendly co-operation.

*Article I*

FURNISHING OF TECHNICAL ASSISTANCE

1. The Organizations shall render technical assistance to the Government on such matters and in such manner as may subsequently be agreed upon in supplementary agreements or arrangements pursuant to this Basic Agreement.
2. Such technical assistance shall be furnished and received in accordance with the Observations and Guiding Principles set forth in Annex I of Resolution 222 IX (A) of the Economic and Social Council of the United Nations of 15 August 1949,<sup>2</sup> and as appropriate in accordance with the relevant resolutions and decisions of the assemblies, conferences and other organs of the Organizations.
3. Such technical assistance may consist
  - (a) of making available the services of experts to Cuba (hereinafter called "the country"), in order to render advice and assistance to the appropriate authorities ;

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<sup>1</sup> Came into force on 19 June 1952, as from the date of signature, in accordance with article VI.

<sup>2</sup> United Nations, *Treaty Series*, Vol. 76, p. 132.

- (b) of organizing and conducting seminars, training programmes, demonstration projects, expert working groups, and related activities in such places as may be mutually agreed ;
- (c) of awarding scholarships and fellowships or of making other arrangements under which candidates nominated by the Government, and approved by the organization concerned shall study or receive training outside the country ;
- (d) of preparing and executing pilot projects in such places as may be mutually agreed upon ;
- (e) of providing any other form of technical assistance which may be agreed upon by the Organizations and the Government.
4. (a) Experts who are to render advice and assistance to the Government shall be selected by the Organizations in consultation with the Government. They shall be responsible to the Organizations concerned.
- (b) In the performance of their duties the experts shall act in close consultation with the Government and with those persons or bodies so authorized by the Government and shall comply with such instructions from the Government as may be foreseen in the supplementary agreements or arrangements.
- (c) The 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.
5. Any technical equipment or supplies which may be furnished by the Organizations shall remain their property unless and until such time as title may be transferred on terms and conditions mutually agreed upon between the Organizations and the Government.
6. The duration of the technical assistance to be furnished shall be specified in the relative supplementary agreements or arrangements.

## *Article II*

### CO-OPERATION OF THE GOVERNMENT CONCERNING TECHNICAL ASSISTANCE

1. The Government shall do everything in its power to ensure the effective use of the technical assistance provided.
2. The Government and the Organizations concerned shall consult together regarding the publication, as appropriate, of any findings and reports of experts that may prove of benefit to other countries and to the Organizations themselves.
3. In any case, the Government will, as far as practicable make available to the Organizations concerned, information on the actions taken as a consequence of the assistance rendered and on the results achieved.

*Article III*

## ADMINISTRATIVE AND FINANCIAL OBLIGATIONS OF THE ORGANIZATIONS

1. The Organizations shall defray, in full or in part, as may be specified in supplementary agreements or arrangements, the costs necessary to the technical assistance which are payable outside the country as follows :
  - (a) the salaries of the experts ;
  - (b) the costs of transportation and subsistence of the experts during their travel to and from the point of entry into the country ;
  - (c) the cost of any other travel outside the country ;
  - (d) insurance of the experts ;
  - (e) purchase and transport to and from the point of entry into the country of any equipment or supplies provided by the organization ;
  - (f) any other expenses outside the country approved by the organizations concerned.
2. The organizations concerned shall defray such expenses in local currency as are not covered by the Government pursuant to Article IV, paragraph I, of this Agreement.

*Article IV*

## ADMINISTRATIVE AND FINANCIAL OBLIGATIONS OF THE GOVERNMENT

1. The Government shall contribute to the cost of technical assistance by paying for, or directly furnishing, the following facilities and services :
  - (a) local personnel services, technical and administrative, including the necessary local secretarial help, interpreter-translators, and related assistance ;
  - (b) the necessary office space and other premises ;
  - (c) equipment and supplies produced within the country ;
  - (d) transportation of personnel, supplies and equipment for official purposes within the country ;
  - (e) postage and telecommunications for official purposes ;
  - (f) medical care for technical assistance personnel ;
  - (g) such subsistence for experts as may be specified in supplementary agreements or arrangements.
2. For the purpose of meeting the expenses payable by it, the Government may establish a local currency fund, or funds, in such amounts and under such procedures as may be specified in supplementary agreements or arrangements. Where an organization has the custody of such a fund account shall be duly entered and any unused balance shall be returned to the Government.

3. The Government shall defray such portion of the expenses to be paid outside the country as are not covered by the Organizations, as may be specified under supplementary agreements or arrangements.

4. In appropriate cases the Government shall put at the disposal of the experts such labour, equipment, supplies, and other services or property as may be needed for the execution of their work and as may be mutually agreed upon.

#### Article V

##### FACILITIES, PRIVILEGES AND IMMUNITIES

1. Notwithstanding whether the Government has ratified the Convention on the Privileges and Immunities of the United Nations<sup>1</sup> and the Convention on the Privileges and Immunities of the Specialized Agencies<sup>2</sup> the Government shall apply to the Organizations, their staff, funds, properties and assets, the appropriate provisions of these Conventions.

2. Staff of the Organizations, including experts engaged by them as members of their staff assigned to carry out the purposes of this Agreement, shall be deemed to be officials within the meaning of the above Conventions.

#### Article VI

1. This Basic Agreement shall enter into force upon signature by duly authorized representatives of the Organizations and of the Government.

2. This Basic Agreement and any supplementary agreement or arrangement made pursuant hereto may be modified by agreement between the Organizations concerned and the Government, each of which shall give full and sympathetic consideration to any request by any of the others for such modification.

3. The Basic Agreement may be terminated by all or any of the organizations so far as they are respectively concerned, or by the Government upon written notice to the other party and shall terminate 60 days after receipt of such notice. Termination of the Basic Agreement in respect of an Organization shall be deemed to constitute termination of the supplementary agreements or arrangements made by that Organization.

<sup>1</sup> United Nations, *Treaty Series*, Vol. 1, pp. 15 and 263; Vol. 4, p. 461; Vol. 5, p. 413; Vol. 6, p. 433; Vol. 7, p. 353; Vol. 9, p. 398; Vol. 11, p. 406; Vol. 12, p. 416; Vol. 14, p. 490; Vol. 15, p. 442; Vol. 18, p. 382; Vol. 26, p. 396; Vol. 42, p. 354; Vol. 43, p. 335; Vol. 45, p. 318; Vol. 66, p. 346, and Vol. 70, p. 266.

<sup>2</sup> 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; Vol. 96, p. 322; Vol. 101, p. 288; Vol. 102, p. 322; Vol. 109, p. 319; Vol. 110, p. 314; Vol. 117, p. 386, and Vol. 122, p. 335.

IN WITNESS WHEREOF the undersigned, duly appointed representatives of the Organizations and the Government respectively, have, on behalf of the Parties, signed the present Agreement at New York, N. Y., this 19th day of June 1952, in two copies in English and two copies in Spanish, the text of both languages being authentic.

For the United Nations, the Food and Agriculture Organization of the United Nations, the United Nations Educational, Scientific and Cultural Organization, the International Civil Aviation Organization and the World Health Organization :

(Signed) A. D. K. OWEN  
Executive Chairman  
of the Technical Assistance Board

For the Government of Cuba :

(Signed)  
Dr. Emilio NÚÑEZ PORTUONDO  
Permanent Delegate of Cuba  
to the United Nations