### No. 1931

# UNITED STATES OF AMERICA and CUBA

## Point Four General Agreement for technical co-operation. Signed at Havana, on 20 June 1951

Official texts: English and Spanish.

Registered by the United States of America on 30 October 1952.

# ÉTATS-UNIS D'AMÉRIQUE et CUBA

Accord général relatif à la coopération technique dans le cadre du Point quatre. Signé à La Havane, le 20 juin 1951

Textes officiels anglais et espagnol.

Enregistré par les États-Unis d'Amérique le 30 octobre 1952.

No. 1931. POINT FOUR GENERAL AGREEMENT<sup>1</sup> FOR TECHNICAL CO-OPERATION BETWEEN THE UNITED STATES OF AMERICA AND CUBA. SIGNED AT HAVANA, ON 20 JUNE 1951

The Government of the United States of America and the Government of Cuba

Have agreed as follows:

#### Article I

### Assistance and Cooperation

- 1. The Government of the United States of America and the Government of Cuba undertake to cooperate with each other in the interchange of technical knowledge and skills and in related activities designed to contribute to the balanced and integrated development of the economic resources and productive capacities of Cuba. Particular technical cooperation programs and projects will be carried out pursuant to the provisions of such separate written agreements or understandings as may later be reached by the duly designated representatives of Cuba and the Technical Cooperation Administration of the United States of America, or by other persons, agencies, or organizations designated by the governments.
- 2. The Government of Cuba through its duly designated representatives in cooperation with representatives of the Technical Cooperation Administration, or other duly designated representatives of the United States of America, and representatives of appropriate international organizations will endeavor to coordinate and integrate all technical cooperation programs being carried on in Cuba.
- 3. The Government of Cuba will cooperate in the mutual exchange of technical knowledge and skills with other countries participating in technical cooperation programs associated with that carried on under this Agreement.
- 4. The Government of Cuba will endeavor to make effective use of the results of technical projects carried on in Cuba in cooperation with the United States of America.
- 5. The two governments will, upon the request of either of them, consult with regard to any matter relating to the application of this Agreement to project agreements heretofore or hereafter concluded between them, or to operations or arrangements carried out pursuant to such agreements.

<sup>&</sup>lt;sup>1</sup> Came into force on 20 June 1951, as from the date of signature, in accordance with article V.

#### Article II

#### Information and Publicity

- 1. The Governments of the United States of America and Cuba will communicate each to the other in form and at intervals to be mutually agreed upon:
  - a. Information concerning projects, programs, measures and operations carried on under this Agreement including a statement of the use of funds, materials, equipment, and services provided thereunder;
  - b. Information regarding technical assistance which has been or is being requested of other countries or of international organizations.
- 2. Not less frequently than once a year, the Governments of the United States of America and of Cuba will make public in their respective countries periodic reports on the technical cooperation programs carried on pursuant to this Agreement. Such reports shall include information as to the use of funds, materials, equipment and services.
- 3. The Governments of the United States of America and Cuba will endeavor to give full publicity to the objectives and progress of the technical cooperation program carried on under this Agreement.

#### Article III

## PROGRAM AND PROJECT AGREEMENTS

- 1. The program and project agreements referred to in Article I, Paragraph 1 above will include provisions relating to policies, administrative procedures, the disbursement of and accounting for funds, the contribution of each party to the cost of the program or project, and the furnishing of detailed information of the character set forth in Article II, Paragraph 1 above.
- 2. Any funds, materials and equipment introduced into Cuba by the Government of the United States of America pursuant to such program and project agreements shall be exempt from taxes, service charges, investment or deposit requirements, and currency controls.
- 3. The Government of Cuba agrees to bear a fair share of the cost of technical cooperation programs and projects.

#### Article IV

#### Personnel

All employees of the Government of the United States of America assigned to duties in Cuba in connection with technical cooperation programs as personnel of non-diplomatic missions or commissions shall be given exemption

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from Cuban income and social security taxes on their government wages and salaries and from customs and import duties on their baggage, effects and articles for personal and family use. In a reciprocal manner all employees of the Government of Cuba assigned to programs and projects of technical assistance and cooperation who, by the nature of their work, have to be transferred to the United States, will receive from that country exemption from Federal income and social security taxes on their government wages and salaries and from customs and import duties on their baggage, effects and articles for personal and family use.

#### Article V

### ENTRY INTO FORCE, AMENDMENT, DURATION

- 1. This Agreement shall enter into force on the day on which it is signed. It shall remain in force until three months after either government shall have given notice in writing to the other of intention to terminate the agreement.
- 2. If, during the life of this Agreement, either government should consider that there should be an amendment thereof, it shall so notify the other government in writing and the two governments will thereupon consult with a view to agreeing upon the amendment.
- 3. Subsidiary project and other agreements and arrangements which may be concluded may remain in force beyond any termination of this Agreement, in accordance with such arrangements as the two governments may make.
- 4. This Agreement is complementary to and does not supersede existing agreements between the two governments except insofar as other agreements are inconsistent herewith.

IN WITNESS WHEREOF, the undersigned, duly authorized for this purpose by their respective governments, have affixed their signatures.

SIGNED in two original copies in the Spanish and English languages in the City of Habana this twentieth day of June, 1951.

For the President of the United States of America:

[SEAL]

C. Burke Elbrick Chargé d'Affaires ad interim

For the President of the Republic of Cuba:

[SEAL]

Miguel A. Suárez Minister of State