

No. 3367

**UNITED STATES OF AMERICA
and
MEXICO**

**Exchange of notes constituting an agreement relating to
a plan for non-occupational insurance for injuries
and illnesses with respect to Mexican migratory workers.
Mexico, 19 November 1954**

Official texts: English and Spanish.

Registered by the United States of America on 8 May 1956.

**ÉTATS-UNIS D'AMÉRIQUE
et
MEXIQUE**

**Échange de notes constituant un accord relatif à un plan
d'assurance contre les maladies et blessures non pro-
fessionnelles des travailleurs mexicains migrants.
Mexico, 19 novembre 1954**

Textes officiels anglais et espagnol.

Enregistré par les États-Unis d'Amérique le 8 mai 1956.

Aprovecho esta oportunidad para reiterar a Vuestra Excelencia las seguridades de mi más alta consideración.

L. P. N.

Al Excelentísimo Señor Francis White
Embajador Extraordinario y Plenipotenciario
de los Estados Unidos de América
Ciudad

[TRANSLATION — TRADUCTION]

MINISTRY OF FOREIGN RELATIONS
UNITED MEXICAN STATES
MEXICO

20181

Mexico, D. F., 19 November 1954

Excellency,

[See note II]

L. P. N.

His Excellency Francis White
Ambassador Extraordinary and Plenipotentiary
of the United States of America
City

II

The American Ambassador to the Mexican Secretary for Foreign Relations

No. 439

México, D. F., November 19, 1954

Excellency :

I have the honor to acknowledge the receipt of Your Excellency's Note No. 20,181, dated November 19, 1954, which reads as follows :

"In the exchange of notes which took place on March 10, 1954 (Note 815 of the Embassy in your worthy charge and Note No. 20015-1 of this Ministry),¹ the Government of México, as Your Excellency will recall, reserved the right to study and to institute a plan for non-occupational insurance for injuries and illnesses for Mexican Workers, under which an authorized Mexican organization will assume charge of receiving the deductions which shall be made by the employer from the Workers' wages and assume full responsibility for the payment of all expenses for non-occupational injuries and illnesses.

¹ United Nations, *Treaty Series*, Vol. 227, p. 350.

"In the notes above cited it was likewise established that the plan referred to shall conform to the applicable requirements of the insurance laws of the various States of the United States in which it will be instituted ; and shall provide life insurance and sufficient coverage and adequate arrangements to assure that Workers suffering non-occupational injuries and illnesses will have available promptly necessary medical, surgical, and hospital care.

"With this background, I have the honor now to communicate to Your Excellency that the Government of México has designated the Mexican Social Security Institute to insure the Mexican Workers for life and non-occupational hazard and has authorized it to receive the deductions that, in this connection, the Employers will make, as stipulated in Paragraph g of Article 6 of the Work Contract.

"The Mexican Social Security Institute is a decentralized public organization having independent capital, and is fully enabled by its technical and economic resources to assume its obligations as set forth in the following bases :

"1st—The Mexican Social Security Institute shall assume complete responsibility for life insurance. If the Government of the United States of America deems it desirable it will post a bond or guarantee with the indicated American governmental department in an amount sufficient to cover the obligations arising from the embalming, funeral, transportation of the body, and other related expenses, up to the amount of \$ 350 dollars when such expenses are payable in whole or in part in territory of the United States of America.

"2nd—The Institute itself will be wholly responsible for advances in cash payable in México as a result of non-occupational risks.

"3rd—The Mexican Social Security Institute shall provide medical, surgical, and hospital care and furnish medication for the Mexican Workers, conforming to the applicable requirements of the insurance laws of the various States of the United States, when such is the case, by whichever of the following procedures it deems most convenient : a) by entering into special contracts with companies in the United States of America to render such services ; b) through specialized American institutions which agree to act as agencies of the Mexican Social Security Institute under the terms of a contract to be agreed upon for the purpose ; and c) by obtaining insurance policies from any responsible licensed insurance company, which is disposed to issue said insurance at competitive prices in the area of employment.

"4th—The Mexican Social Security Institute, with the approval of the Mexican Government, shall fix the premiums to be deducted from the Workers' wages for life insurance and for non-occupational injuries and, through the proper channels, shall make them known to the Department of Labor of the Government of the United States of America for the purposes set forth in the international agreement.

"5th—The deductions that the Employers shall make from the Workers' wages for life insurance and non-occupational illnesses shall be remitted by them to the

contracting centers for disposition by the authorized agents of the Mexican Social Security Institute.

"6th—The Mexican Social Security Institute shall appoint duly accredited inspecting agents, whose duty shall be to oversee the fulfillment of agency contracts and contracts for the rendering of services, or insurance which may be entered into with American companies, as well as, in general, to observe the operation of the plan in all its aspects.

"I would appreciate it if Your Excellency would be kind enough to communicate to me the agreement of the Government of the United States of America with the plan set forth above in order that it may be put into effect as soon as possible.

"I avail myself of this opportunity to reiterate to Your Excellency the assurances of my highest consideration."

In reply, I have the honor to advise Your Excellency of the agreement of the Government of the United States of America with the plan set forth in the Note under acknowledgment, in order that it may be put into operation as soon as convenient to the Mexican Government.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest and most distinguished consideration.

Francis WHITE

His Excellency Señor Licenciado Luis Padilla Nervo
Secretary for Foreign Relations
México, D.F.