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No. 14207



**CANADA
and
CUBA**

**Technical Co-operation Agreement (with annexes). Signed
at Havana on 8 February 1974**

*Authentic texts: Spanish, English and French.
Registered by Canada on 18 August 1975.*



**CANADA
et
CUBA**

**Accord général de coopération technique (avec annexes).
Signé à La Havane le 8 février 1974**

*Textes authentiques : espagnol, anglais et français.
Enregistré par le Canada le 18 août 1975.*

TECHNICAL CO-OPERATION AGREEMENT¹ BETWEEN THE GOVERNMENT OF CANADA AND THE REVOLUTIONARY GOVERNMENT OF THE REPUBLIC OF CUBA

The Government of Canada and the Revolutionary Government of the Republic of Cuba, wishing to strengthen the cordial relations existing between both States and their peoples, and induced by the desire to develop a technical co-operation programme between both countries, in accordance with the objectives imposed by present technical-scientific development, have agreed to the following:

Article 1. To establish a technical co-operation programme in accordance with the objectives of the social and economic development of Cuba, consisting of:

1. Scholarships and opportunities for training and specialization of Cuban citizens in Canada, or in a third country.
2. Canadian experts, instructors and technicians to work in the Republic of Cuba.
3. Preparation of studies and projects.
4. Delivery to the Republic of Cuba of necessary equipment for the fulfillment of agreed programmes.
5. Any other form of assistance which might be agreed upon between both parties.

Article 2. The Government of Canada agrees to assume the responsibilities set out in Annex A, or in any amendment to Annex A, or any responsibilities that are assigned to the Government of Canada under any amendment to this Agreement or in any subsidiary agreement.

Article 3. The Revolutionary Government of the Republic of Cuba agrees to assume the responsibilities set out in Annex B, or in any amendment to Annex B, or any responsibilities that are assigned to the Government of the Republic of Cuba under any amendment to this Agreement or in any subsidiary agreement.

Article 4. The Articles of this Agreement and Annex A and Annex B thereto shall form an integral part of this Agreement.

Article 5. In this Agreement,

1. "Canadian firms" will mean those Canadian firms engaged in a technical co-operation programme, in compliance with this Agreement or any approved programme or project established in compliance with an agreement subsidiary to this Agreement.

2. "Canadian personnel" will mean the Canadian personnel engaged in a technical co-operation programme in compliance with this Agreement or any approved programme or project established in compliance with an agreement subsidiary to this Agreement.

3. "Dependents of the Canadian personnel" (family) will mean the spouse and children up to 18 years old.

4. "Corresponding Cuban organization" means the Cuban organization designated by the Revolutionary Government of the Republic of Cuba for the execution

¹ Came into force on 8 February 1974 by signature, in accordance with article 15.

of a programme of technical co-operation in compliance with this Agreement, or of any approved programme or project established in compliance with an agreement subsidiary to this Agreement.

Article 6. The Revolutionary Government of the Republic of Cuba will safeguard the Canadian Government and Canadian firms and Canadian personnel from civil responsibility for damages caused in the carrying out of their duties, except those acts caused intentionally or resulting from wilful negligence or fraudulent or criminal acts. On the other hand, the Government of Canada will ensure that all Canadian personnel and Canadian firms who may go to Cuba under this Agreement will obtain insurance against damages which may result from the actions of such Canadian firms or Canadian personnel in the fulfillment of their responsibilities under this Agreement.

Article 7. The corresponding Cuban organization will assume all expenses for import duties, customs duties and other duties and taxes relating to technical and professional equipment, one automobile for each member of Canadian personnel, and the personal and household effects of Canadian personnel, and food and liquor for the use of Canadian personnel when such items are imported into the Republic of Cuba by Canadian firms or Canadian personnel. This provision will also apply to the dependents of Canadian personnel when such personnel are engaged to remain in the Republic of Cuba for at least six months. This article only applies to items which may be legally imported into the Republic of Cuba.

Article 8. The Revolutionary Government of the Republic of Cuba will guarantee Canadian firms and personnel the right to re-export all money funds that they might import into the Republic of Cuba, when this occurs within the framework of this Agreement or agreements subsidiary to this Agreement and provided that the entry of such funds is properly registered at the Banco Nacional de Cuba.

Article 9. In the attainment of the objectives of the present Agreement, both Governments, directly or through their executing organizations, may conclude and amend subsidiary agreements by interchanging letters of diplomatic notes, in relation to the implementation of programmes or projects proceeding from Article 1 of this Agreement.

Article 10. The differences which may arise in the implementation of the provisions of this Agreement, or of any subsidiary agreement, will be settled by means of negotiations between the Revolutionary Government of the Republic of Cuba and the Government of Canada, or in any other manner which may be mutually agreed upon by both parties.

Article 11. Subsidiary agreements concluded in accordance with this Agreement shall be considered to be administrative arrangements and they will only have the character of formal agreements under International Law when both Parties so stipulate. Any difference which could arise with respect to these subsidiary agreements will be resolved according to the provisions of Article 10.

Article 12. The direction of the execution of the co-operation carried out in conformity with this Agreement of subsidiary agreement will be the responsibility of the corresponding Cuban organizations.

Article 13. Cuban and Canadian specialists will comply with all internal regulations, as well as with norms regarding classified material in enterprises and institutions of either Party where they are performing services. The Revolutionary Government of the Republic of Cuba and the Government of Canada will bring the said regulations and norms to the attention of personnel of the other Party.

Article 14. Representatives assigned by both Parties will gather periodically by mutual agreement in order to become acquainted with the progress of programmes undertaken in accordance with the present Agreement.

Article 15. The present Agreement will enter into force when it has been signed.

Article 16. The present Agreement and its annexes can be amended with the agreement of both Parties by an exchange of letters or diplomatic notes.

Article 17. Once the present Agreement has entered into force it will continue in force for an indefinite period. This Agreement can be terminated at the request of either of the two Parties on six months notification by one Party to the other of its desire to terminate this Agreement. Such termination will not affect the validity of the contracts already concluded or the guarantees already supplied under the terms of the present Agreement.

IN WITNESS WHEREOF the undersigned, being duly authorized by their respective Governments, have signed this Agreement.

DONE at Havana this eighth day of February, 1974, in the three original copies written in Spanish, English and French, each version being equally authentic.

PAUL GÉRIN-LAJOIE
For the Government of Canada

RAÚL ROA
For the Revolutionary Government of the Republic of Cuba

A N N E X A

TO THE CUBAN-CANADIAN TECHNICAL CO-OPERATION AGREEMENT

Responsibilities of the Government of Canada

The Government of Canada will provide and pay:

1. The salaries, fees, allowances and other expenses for Canadian personnel as set forth in the terms of employment or contract, whichever is applicable. The Government of Canada will ensure that Canadian personnel and Canadian Firms obtain insurance against accidents in general related to their work and activities in Cuba.
2. Travelling expenses (with return trip ticket, including vacations) for Canadian personnel and their dependents, from their usual place of residence to the points of entry and departure in the Republic of Cuba.
3. Transportation expenses from the usual place of residence in Canada of Canadian personnel, to the respective points of entry and departure in the Republic of Cuba, for the domestic and personal belongings of Canadian personnel and their dependents, as well as the professional and technical equipment needed in order for them to effectively carry out their duties.
4. The costs associated with the training of Cuban personnel in Canada or a third country, as follows:

- a) A daily allowance for living expenses during their stay in Canada or a third country.
- b) An allowance for clothing.
- c) Books, equipment and materials required for the programme undertaken in Canada or in a third country.
- d) Expenses for tuition, registration, or other related expenses.
- e) Medical service and hospitalization when needed.
- f) Economy air travel fare from the approved point of departure, in the Republic of Cuba to the designated point of arrival in Canada or in a third country and return.
- g) Travel expenses within Canada or in a third country for travel required by the training programme.

A N N E X B

TO THE CUBAN-CANADIAN TECHNICAL CO-OPERATION AGREEMENT

Responsibilities of the Revolutionary Government of the Republic of Cuba

The Revolutionary Government of the Republic of Cuba will provide:

1.
 - a) The usual hotel expenses, including meals, for Canadian personnel and their dependents until they receive permanent lodgings, as well as during the period prior to their departure, after leaving their permanent lodgings.
 - b) Adequate housing, free of charge, with all the usual installations and services necessary for the specialists and their dependents, as well as services such as laundry for bed linen, gas, electricity, water, and telephone, when the latter is already in the assigned lodging.
 - c) In the cases in which the duration of any stay by Canadian personnel in Cuba has been agreed by both parties to be less than six months, adequate hotel or temporary lodgings, with three meals daily and laundry service for personal clothing.
2. When it is necessary for Canadian personnel to travel within the country, as part of their service, the corresponding Cuban organization will pay for their travel expenses, food and lodgings, but not for those of their dependents.
3.
 - a) Transportation expenses will be free of charge for Canadian personnel and their dependents between points of arrival in and departure from the country to the point of destination in Cuba, as well as necessary transportation from their place of residence to the working center, and vice versa.
 - b) Transportation free of charge for the moving of technical and professional equipment, and for personal and domestic belongings of Canadian personnel and their dependents, between points of arrival in and departure from the country, to the point of destination in Cuba, for arrival as well as for departure.
 - c) In the cases in which a member of Canadian personnel makes use of his automobile for the situations mentioned in 3(a) he will be allotted the same amount of fuel that is usually allotted to foreign technical assistance personnel in the Republic of Cuba.
4. Medical attention and hospitalization will be free of charge for Canadian personnel as well as for their dependents, whenever necessary, including all medicine and medical examinations prescribed while in hospital and including dental care except for dental bridgework.
5. Office space with appropriate auxiliary services necessary for work, free of charge.

6. Assistance with the customs procedures in order to clear through customs the technical and personal belongings of Canadian personnel and their dependents.

7. Vacations of a maximum of four weeks a year, for Canadian personnel.

The corresponding Cuban organizations will pay for expenses, services and benefits, referred to in Annex B, for the dependents of Canadian personnel only in cases in which the stay in Cuba of such personnel has been agreed to be for a period of six months or more.
