

No. 16714

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**UNITED KINGDOM OF GREAT BRITAIN  
AND NORTHERN IRELAND  
and  
CUBA**

**Agreement concerning scientific and technical co-operation  
(with annex). Signed at Havana on 21 April 1977**

*Authentic texts: English and Spanish.*

*Registered by the United Kingdom of Great Britain and Northern Ireland  
on 31 May 1978.*

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**ROYAUME-UNI DE GRANDE-BRETAGNE  
ET D'IRLANDE DU NORD  
et  
CUBA**

**Accord relatif à la coopération scientifique et technique  
(avec annexe). Signé à La Havane le 21 avril 1977**

*Textes authentiques : anglais et espagnol.*

*Enregistré par le Royaume-Uni de Grande-Bretagne et d'Irlande du  
Nord le 31 mai 1978.*

## AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND THE GOVERNMENT OF THE REPUBLIC OF CUBA CONCERNING SCIENTIFIC AND TECHNICAL CO-OPERATION

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The Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the Republic of Cuba, wishing to develop scientific and technical co-operation between their two countries, have agreed as follows:

*Article 1.* Both Parties undertake to sponsor and facilitate the carrying out of programmes of scientific and technical co-operation, according to the objectives of the economic and social development of each Party.

*Article 2.* The co-operation set out in article 1 of this Agreement shall consist of:

- (a) Awarding of grants for study and practical training or specialization courses;
- (b) The sending of experts, technicians and other United Kingdom specialists of various levels to the Republic of Cuba;
- (c) Delivery of equipment necessary for carrying out the agreed programmes;
- (d) Joint research into scientific and technical problems which contributes to economic and social development;
- (e) The execution of integrated projects involving any combination of subparagraphs (a), (b), (c) and (d) of this paragraph;
- (f) Other forms of scientific and technical co-operation agreed upon by both Parties.

*Article 3.* Programmes containing the detailed measures intended to assure the development of scientific and technical co-operation in the various forms set out in article 2 of this Agreement shall be agreed upon by both Parties.

*Article 4.* The Conditions of Implementation set forth in the annex, which forms an integral part of this Agreement, cover the specific responsibilities of the two Parties in the implementation of this Agreement. Any matter arising relating to the Conditions of Implementation shall be considered by both Parties at the request of either.

*Article 5.* Both Parties shall ensure that after a reasonable period of time, to be defined according to the agreed programmes, United Kingdom personnel provided under this Agreement shall be replaced in their duties by Cuban personnel.

*Article 6.* The progress of the programmes of scientific and technical co-operation shall be periodically reviewed by both Parties.

*Article 7.* This Agreement shall enter into force from the date of signature.

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<sup>1</sup> Came into force on 21 April 1977 by signature, in accordance with article 7.

*Article 8.* This Agreement shall remain in force for five years from the date of signature. It shall continue in force thereafter unless terminated by one Party giving six months' written notification to the other Party.

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

DONE in duplicate at Havana, this twenty-first day of April one thousand nine hundred and seventy-seven, in the English and Spanish languages, both texts being equally authoritative.

For the Government  
of the United Kingdom of Great  
Britain and Northern Ireland:

J. E. JACKSON

For the Government  
of the Republic of Cuba:

H. RODRÍGUEZ LLOMPART

## A N N E X

### CONDITIONS OF IMPLEMENTATION

#### I. RESPONSIBILITIES OF THE GOVERNMENT OF THE UNITED KINGDOM

##### A. *General*

1. (a) The Government of the United Kingdom shall, at their discretion and subject to the necessary finance being available, provide technical co-operation designed to promote the economic and social development of Cuba and for research purposes.

(b) Any technical co-operation falling within the scope of this Agreement shall be provided in response to requests received from the Government of the Republic of Cuba. All such requests shall be transmitted through the British Embassy in Havana.

(c) The Government of the United Kingdom may offer technical co-operation within the general scope of this Agreement on different terms if this appears to them to be warranted in any individual case, and in such an event the terms to be applied to that case shall be such as the two Governments may jointly decide.

##### B. *Training and study programmes in the United Kingdom*

2. Facilities for training and study programmes in the United Kingdom under this Agreement shall be provided subject to the availability of places and will be confined to persons, normally citizens of Cuba, nominated by the Government of the Republic of Cuba. Technical and practical training shall be provided as far as possible at professional, post-graduate or similar advanced level. Undergraduate courses which are not obtainable in Cuba may also be provided. Training shall normally not be of less than three months' nor more than three years' duration.

3. (a) For study fellows nominated by the Government of the Republic of Cuba, the Government of the United Kingdom shall:

(i) Provide economy class air travel to the United Kingdom and, on the completion of training, back to Cuba;

- (ii) On arrival and on completion of the agreed programme, meet the cost of travel in the United Kingdom to and from the place of training and necessary incidental expenses for such travel, and also of such other travel within the United Kingdom, including necessary incidental expenses, as is required in accordance with the programme;
- (iii) Pay training, enrolment and examination fees;
- (iv) Provide a maintenance grant (or special daily allowance in the case of a residential course), payable monthly and designed to cover all basic living expenses including accommodation, meals and small incidental payments, and regular day-to-day travelling expenses. This grant shall include an element to cover the purchase of books and equipment necessary for study fellows to pursue their course of training. A reduced grant is payable in the event of a prolonged stay in hospital. Any problems arising from the provision of this sub-paragraph shall be discussed between the two Parties;
- (v) Provide an additional allowance to meet the cost of essential books and equipment, in excess of the element contained in the maintenance grant, within such limits as the Government of the United Kingdom may determine;
- (vi) Provide, in appropriate cases, an allowance for the purchase of warm clothing, which may be supplemented after a year in cases of longer periods of training;
- (vii) Provide the normal National Health facilities for illness contracted after their arrival in the United Kingdom.

(b) The Government of the United Kingdom accept no responsibility for the fares and other travel expenses of dependants or for their accommodation or maintenance.

4. The Government of the United Kingdom shall arrange for study fellows to be placed in the United Kingdom and shall look after their welfare, giving help with such matters as finding accommodation.

5. The Government of the United Kingdom may terminate the training of, and withdraw all assistance (other than the provision of an immediate return air passage) from, study fellows who in the opinion of that Government have mis-conducted themselves or are not benefiting satisfactorily from the training provided. Before doing so, the Government of the United Kingdom shall inform the Government of the Republic of Cuba. The course of training in the United Kingdom may not be changed from that requested except with the prior consent of both Governments.

#### *C. Technical assistance officers provided to the Government of the Republic of Cuba*

6. The Government of the United Kingdom shall use their best endeavours to provide at their expense suitable people (hereinafter called "technical assistance officers") to fulfil temporary advisory duties (which may include related executive or training duties) of a specialist, technical or professional nature in Cuba in any field of civil activity contributing to the social or economic development of the country, or to execute specific projects of a complete nature requiring expert knowledge and experience. Such technical assistance officers may be provided for short or for long terms. A short-term officer is one who is expected to stay in Cuba for four months or less. A long-term officer is one who is expected to stay in Cuba for more than four months.

7. For technical assistance officers provided under paragraph 6, the Government of the United Kingdom shall pay:

- (i) All salary (including leave salary) and, except as otherwise provided in this Agreement, all allowances accruing to them as a consequence of their service under arrangements made under this Agreement;
- (ii) The cost of their travel to and from the place of their assignments in Cuba;

- (iii) The cost of transporting by sea or air, as may be appropriate, to and from the place of their assignments in Cuba specialist equipment required by them and their personal and household effects, including incidental expenditure connected therewith;
- (iv) Such allowances, additional to those payable by the Government of the Republic of Cuba under paragraph 17 as the Government of the Kingdom may determine;
- (v) The costs referred to in sub-paragraphs (ii) and (iii) above in respect of the dependants of long-term technical assistance officers. The term "dependants", as used here and elsewhere in this annex, refers to the spouse, any children up to the age of 16, and other children in full-time education in the United Kingdom when they are in Cuba during the vacations, of long-term technical assistance officers; unless otherwise agreed by the Government of the United Kingdom and the Government of the Republic of Cuba, the term "dependants" shall not refer to the spouse or children of short-term technical assistance officers.

#### *D. Donations of Equipment*

8. The Government of the United Kingdom are ready to make donations, but not for individual ownership, of British equipment whether for training, research, or such other purpose as may be approved. Such equipment should normally be required in connection with, or as a result of, the assignments of British technical assistance officers in Cuba. The Government of the United Kingdom shall meet the cost of transporting such equipment to the final European port of loading for Cuba, and all the costs of transporting such equipment as it considers necessary to send by air. For the purposes of this Agreement, European ports of loading are ports in France, the Federal Republic of Germany, Netherlands, Norway, Spain, Sweden and the United Kingdom.

#### *E. Research projects in Cuba*

9. The Government of the United Kingdom shall consider giving assistance in support of research projects to be carried out in Cuba. To qualify for such assistance a research project must satisfy the following criteria:

- (i) It must be directed to the gathering of new knowledge or the development of new techniques;
- (ii) It must be directly related to Cuba's needs and likely to be of benefit to its social or economic development in the foreseeable future.

10. Such assistance may take the form of a financial contribution towards a field of investigation or a research project or it may consist of the provision of qualified research workers. In the latter case the research workers shall be treated as technical assistance officers for the purpose of this Memorandum.

#### *F. Consultancy services*

11. At the request of the Government of the Republic of Cuba, the Government of the United Kingdom may provide the services of firms of consultants, individual consultants or other organisations in the United Kingdom to carry out feasibility or economic viability studies of projects or provide certain other services. Such firms, individuals or organisations are hereinafter referred to as "the firms".

12. The firms shall operate in accordance with terms of reference to be proposed by the Government of the Republic of Cuba and agreed by the Government of the United Kingdom.

13. In such cases, the payment of charges to the firms under the Agreement made between the Government of the United Kingdom and the firms shall be payable in pounds by the Government of the United Kingdom.

## II. RESPONSIBILITIES OF THE GOVERNMENT OF THE REPUBLIC OF CUBA

### A. *General*

14. All facilities and privileges to be provided in accordance with this Agreement by the Government of the Republic of Cuba shall, except where specific agreements or arrangements otherwise provide, be provided free of charge.

15. Each request for the training or the provision of an expert or consultancy services shall be supported by such information as is indicated on the appropriate application form. The Government of the Republic of Cuba shall also provide supplementary information on the nature and purpose of the assistance sought where this is requested.

16. The Government of the Republic of Cuba shall ensure the effective use of any assistance provided. The Government of the Republic of Cuba shall provide the Government of the United Kingdom with all reasonable facilities to evaluate the efficiency and effectiveness of such assistance.

### B. *Technical assistance officers provided to the Government of the Republic of Cuba*

17. For technical assistance officers provided under paragraph 6, the Government of the Republic of Cuba shall provide:

- (i) Local support for their work, including office and/or laboratory space with all the normal facilities, secretarial services, and/or laboratory assistance and free postal and telecommunications facilities for official purposes;
- (ii) Local transport for official journeys and subsistence allowance when away from their normal place of work, each to the extent provided for experts and specialists from other countries;
- (iii) Transport for themselves, their dependants, specialist equipment required by them and their personal and household effects within Cuba between the duty station and their points of arrival and departure;
- (iv) Medical and dental services, excluding prosthesis and facilities for them and their dependants to the extent provided for by the Cuban public health service;
- (v) Assistance in clearance through customs of specialist equipment required by them and of their personal and household effects;
- (vi) Documents which identify them and promise them the full assistance of the Government of the Republic of Cuba in the performance of the task assigned to them;
- (vii) Such other facilities which experts and specialists from other countries enjoy in the Republic of Cuba.

18. (a) The Government of the Republic of Cuba shall exempt technical assistance officers provided under paragraph 6 from income tax or any other tax on, or calculated in relation to, income payable under Cuban legislation in respect of the emoluments paid to them by the Government of the United Kingdom for their services in Cuba under arrangements made under this Agreement or any other tax on the benefits of their employment.

(b) The Government of the Republic of Cuba shall exempt from customs duty items, whether new or used, of specialist equipment required by technical assistance officers and their personal or household effects (which, without prejudice to the generality of the foregoing expressions, include for each technical assistance officer 1 motor vehicle, 1 radio, 1 record player, 1 tape recorder, and photographic equipment) imported into Cuba within six months of their arrival. The disposal of such items in Cuba shall be governed by the existing Cuban legislation.

(c) Medical supplies and health foods, including supplies and foods for the care of young children, for the personal use of technical assistance officers and their dependants shall be exempt from customs duty, but not from the Cuban phyto-sanitary regulations.

(d) Alcoholic beverages up to the value of £100 per annum (reckoned before payment of customs duty) for the personal use of technical assistance officers and their dependants shall be exempt from customs duty, but not from the Cuban phyto-sanitary regulations.

(e) The Government of the Republic of Cuba shall, on termination of the mission, permit and levy no duties on the re-exportation of personal and domestic effects and of the car which have been taken into the territory of the Republic of Cuba under the conditions of this Agreement.

19. In addition to the arrangements laid down in paragraphs 17 and 18, the following arrangements shall also apply to the appointment of long-term technical assistance officers:

- (i) The Government of the Republic of Cuba shall provide them and their dependants with suitable accommodation and meals in an hotel in the absence of accommodation referred to in sub-paragraph (ii) below upon first arrival and upon departure from Cuba at the end of an assignment;
- (ii) The Government of the Republic of Cuba shall provide them and their dependants free of charge with furnished living accommodation to a standard considered by both Parties appropriate to their needs. Water and electricity charges in respect of such accommodation shall be met by the Government of the Republic of Cuba;
- (iii) The Government of the Republic of Cuba shall allow them to take such leave during their service in Cuba as is agreed and specified in the arrangements relating to their assignments;
- (iv) Their dependants shall be accorded the same facilities as those provided for in paragraphs 7 (ii), 7 (iii), 17 (iii), 17 (iv), 17 (v), 18 (a) and 18 (b).

20. Without prejudice to the generality of paragraph 18 (b), in addition to the items listed therein and subject to the same conditions, a long-term technical assistance officer may import duty-free into Cuba, within six months of arrival, the following items of personal and household effects: 1 television set, 1 refrigerator, 1 home freezer and 1 air-conditioning unit.

21. In addition to the arrangements set out in paragraphs 17 and 18 the following arrangements shall also apply to the appointment of short-term technical assistance officers:

- (i) The Government of the Republic of Cuba shall provide them with accommodation and meals. If they are housed in fully furnished quarters or in a Government hostel, no rent shall be chargeable to them. Water and electricity charges in respect of such quarters shall be met by the Government of the Republic of Cuba;
- (ii) They shall not normally be expected to take any paid leave of absence on normal working days during their periods of service in Cuba.

22. The terms of reference of each assignment for which a technical assistance officer is provided under this Agreement will be specified in individual arrangements.

23. The Government of the Republic of Cuba may request the recall of any technical assistance officer whose work or conduct is unsatisfactory. Before doing so the Government of the Republic of Cuba shall inform the Government of the United Kingdom. The Government of the United Kingdom may, after consulting the Government of the Republic of Cuba, recall any technical assistance officer at any time. In case of recall, the Government of the United Kingdom shall make every effort, in appropriate cases, to obtain a replacement for the recalled technical assistance officer if the Government of the Republic of Cuba so request.

24. Technical assistance officers, although employed by the Government of the United Kingdom, are engaged for the benefit of the Government of the Republic of Cuba and shall be expected to use their best endeavours in the interest of that Government in carrying out their assignments.

25. All technical assistance officers shall have the right to communicate with the Government of the United Kingdom as well as with the Government of the Republic of Cuba on matters relating to their assignment, unless the Government of the Republic of Cuba and the Government of the United Kingdom have mutually arranged otherwise.

26. The Government of the Republic of Cuba shall exempt from import and export duties and other public charges vehicles and equipment imported by the Government of the United Kingdom with the consent of the Government of the Republic of Cuba for the use of technical assistance officers in the performance of their duties. The disposal of such items shall be governed by existing Cuban legislation.

27. The Government of the Republic of Cuba will ensure that no liability rests upon the Government of the United Kingdom, the consultant firms or the technical assistance officers resulting from any acts or omissions in the performance of their duties, with the exception of liability directly caused by their gross negligence, criminal acts wilfully carried out to cause damage or fraud.

28. Technical assistance officers and their dependants shall while in Cuba:

- (i) Be accorded the same exchange facilities as are accorded to experts and specialists from other countries;
- (ii) Be guaranteed unhindered entry to and exit from Cuba and free residence permits, except where liability rests upon technical assistance officers or their dependants under the terms of paragraph 27 above.

#### *C. Donations of equipment*

29. The Government of the Republic of Cuba shall be responsible for the cost of transporting equipment provided by the Government of the United Kingdom under paragraph 8 from the final European port of loading to Cuba, and for the installation of such equipment, and also for customs clearance and transport within Cuba. The Government of the Republic of Cuba shall provide the Government of the United Kingdom with reasonable facilities to evaluate the performance of such equipment.

#### *D. Research projects in Cuba*

30. The extent of the contribution by the Government of the Republic of Cuba to research projects agreed under paragraph 9 shall be a matter for negotiation in each case.

#### *E. Consultancy services*

31. In respect of consultancy services agreed under paragraph 11, the Government of the Republic of Cuba shall provide at their own expense or pay for all local facilities such as laboratory space with all the normal services thereof, transport, local staff, secretarial assistance and office accommodation which are required by the firms to carry out the assignment in Cuba. The local facilities to be provided by the Government of the Republic of Cuba shall be approved by the two Governments before the Government of the United Kingdom conclude their arrangements with the firms.

32. All firms carrying out any consultancy arranged under paragraph 11 shall be exempt from income tax or any other tax on or calculated in relation to income or profits payable under Cuban legislation in respect of the sums paid to them by the Government of the United Kingdom for their services in Cuba. All persons engaged by such firms for the purposes of any such consultancy shall be entitled to the benefits or privileges specified in paragraphs 17 and 18, 26, 27 and 28.