

**No. 16534**

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**FRANCE  
and  
CUBA**

**Agreement on cultural, scientific and technical co-operation  
(with annexes). Signed at Paris on 16 January 1975**

*Authentic texts: French and Spanish.*

*Registered by France on 17 April 1978.*

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**FRANCE  
et  
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**Accord de coopération culturelle, scientifique et technique  
(avec annexes). Signé à Paris le 16 janvier 1975**

*Textes authentiques : français et espagnol.*

*Enregistré par la France le 17 avril 1978.*

## [TRANSLATION — TRADUCTION]

**AGREEMENT<sup>1</sup> ON CULTURAL, SCIENTIFIC AND TECHNICAL CO-OPERATION BETWEEN THE GOVERNMENT OF THE FRENCH REPUBLIC AND THE REVOLUTIONARY GOVERNMENT OF THE REPUBLIC OF CUBA**

The Government of the French Republic and the Revolutionary Government of the Republic of Cuba,

Desiring to facilitate and develop exchanges between the two countries in the field of education, arts and letters, science and technology;

Convinced that this co-operation will contribute to the strengthening of the ties of friendship between the two countries,

Have decided to conclude a cultural, scientific and technical Agreement and, to that end, have agreed on the following provisions:

**TITLE I. CULTURAL CO-OPERATION**

*Article I.* The Contracting Parties shall promote co-operation and cultural exchanges between the two countries by the various means at their disposal.

*Article II.* Each of the Contracting Parties shall endeavour to take steps to promote the teaching and dissemination of the language of the other country.

*Article III.* The Contracting Parties shall promote the training and specialization of teachers in various disciplines. They shall co-operate for this purpose by organizing courses and study visits and, as far as possible, by sending teachers to participate in the development of education in establishments of higher, secondary and technical education.

*Article IV.* The Contracting Parties shall exchange teachers, lecturers and specialists in the field of education, science and culture.

*Article V.* Each of the Contracting Parties shall grant scholarships or fellowships to students and research workers from the other country wishing to follow courses of advanced study on its territory.

Joint working groups set up for that purpose shall select the candidates for the scholarships or fellowships granted by each of the two Governments.

*Article VI.* The Contracting Parties shall grant one another every facility for the organization of concerts, exhibitions, theatrical performances, sports events and all artistic events designed to increase knowledge of their respective cultures.

*Article VII.* The Contracting Parties shall facilitate, on a basis of reciprocity, on the terms agreed to in each case and within the context of their national legislation, the entry into and distribution in their territories of:

<sup>1</sup> Came into force on 17 June 1975, the date of the last of the notifications by which the Parties informed each other of the completion of their required constitutional procedures, in accordance with article XIV.

- Cinematographic and musical works (in the form of scores or recordings) and radio and television programmes;
- Works of art and reproductions thereof;
- Books, periodicals and other cultural, scientific and technical publications and catalogues thereof.

Each Party shall support the events and exchanges organized in these fields with all the means at its disposal.

*Article VIII.* Within the context of the regulations in force in each of the two countries and on a reciprocal basis, the two Parties agree to encourage the continuation of university studies in the other country by determining comparable levels of study and establishing equivalence of diplomas.

#### TITLE II. SCIENTIFIC AND TECHNICAL CO-OPERATION

*Article IX.* The Contracting Parties shall develop scientific and technical co-operation and exchange between the two countries with the various means at their disposal.

*Article X.* With a view to giving practical effect to that co-operation, the Contracting Parties agree to use the following means:

- (a) The assignment of experts to participate in studies, to give technical assistance regarding specific problems, or to organize training courses;
- (b) Assistance in the implementation of programmes of co-operation worked out jointly at the meetings of the Joint Commission provided for in article XI of this Agreement, using where necessary the services of institutions or bodies which specialize in these areas;
- (c) The granting of scholarships or fellowships and organization of courses of study or advanced study;
- (d) Participation in seminars and vocational training courses;
- (e) Exchange of documentation, the organization of lectures, the presentation of films and all other means of disseminating scientific and technical information;
- (f) The provision of equipment, instruments and materials provided for under programmes of co-operation;
- (g) Any other kind of co-operation agreed on by the Parties.

#### TITLE III. ORGANIZATION OF CO-OPERATION

*Article XI.* With the view to deciding on the programmes of co-operation between the two countries, determining the orientation and implementing and monitoring them, the Contracting Parties shall establish a Joint Commission, which shall operate in accordance with the rules contained in annex A, which is an integral part of this Agreement.

*Article XII.* Cultural, scientific and technical co-operation between the two Parties shall be organized on the principle of joint financing. The terms of that co-operation shall be determined by the Joint Commission or specified in special agreements concluded pursuant to this Agreement.

The responsibilities of each Contracting Party concerning the general terms for the implementation of co-operation shall be governed:

- Insofar as cultural co-operation is concerned, by the provisions of annex B, which is an integral part of this Agreement;
- Insofar as scientific and technical co-operation is concerned, by the provisions of annex C, which is an integral part of this Agreement.

*Article XIII.* This Agreement is concluded for a period of 10 years. It shall be renewable by tacit agreement unless either Party denounces it on one year's notice.

This Agreement and the annexes thereto may be amended at any time by agreement between the two Parties.

*Article XIV.* Each Party shall notify the other when the procedures required under its Constitution for the entry into force of this Agreement have been completed.

The Agreement shall enter into force on the date of the last such notification.

DONE at Paris, on 16 January 1975, in two original copies, one in the French language and the other in the Spanish language, both texts being equally authentic.

For the Government of the French Republic:

[Signed]

JEAN SAUVAGNARGUES  
Minister for Foreign Affairs

For the Revolutionary Government of the Republic of Cuba:

[Signed]

CARLOS RAFAEL RODRÍGUEZ  
Deputy Prime Minister

## A N N E X A

### RULES OF THE JOINT COMMISSION ON CULTURAL, SCIENTIFIC AND TECHNICAL CO-OPERATION

In accordance with article XI of the Agreement on cultural, scientific and technical co-operation concluded between the Government of the French Republic and the Revolutionary Government of the Republic of Cuba, dated 16 January 1975, the two Parties have adopted the following rules:

1. The Joint Commission on cultural, scientific and technical co-operation between the French Republic and the Republic of Cuba, hereinafter referred to as "the Commission", shall be composed of the French delegation and the Cuban delegation. Each Government shall appoint the chairman and members of its delegation. The chairmen of the delegations shall inform one another of the composition of their delegations and of any changes that may be made thereto.

2. The Commission shall meet every two years, in each country alternately. It may meet more often if the two Governments so decide. The chairman of the delegation in whose country the Commission is meeting shall preside over the proceedings.

Each Party may invite to meetings of the Commission such experts and advisers as it deems necessary.

3. The Commission shall adopt its resolutions by agreement between the two Parties. The resolutions shall be reproduced in the report which shall be signed by the two chairmen. Reports of meetings of the Commission shall be drafted in the French and Spanish languages, both texts being equally authentic.

4. In the performance of its tasks and to the extent necessary, the Commission may establish permanent or temporary working groups. The Commission shall determine the mandate, competence and composition of such working groups, which shall work in accordance with the resolutions of the Commission.

5. In between meetings of the Commission, the two Parties shall keep one another informed of the progress of the programmes which have been drawn up, shall by mutual agreement take the necessary measures for their implementation and shall consider new projects for inclusion in the Commission's agenda.

6. The expenses relating to the sessions of the Commission and of its working groups shall be borne by the country in whose territory they are held; the participants' travel and subsistence expenses shall be borne by the country sending representatives.

## A N N E X B

### TERMS FOR THE IMPLEMENTATION OF CULTURAL CO-OPERATION

In accordance with article XII of the Agreement on cultural, scientific and technical co-operation, signed on 16 January 1975, hereinafter referred to as "the Agreement", the two Parties, with a view to defining their respective responsibilities for the implementation of their cultural co-operation, have agreed on the following:

1. Persons carrying out short-term missions under the programmes drawn up pursuant to the Agreement shall be nominated by the Party sending them:

(a) The sending country shall provide detailed information concerning the persons or missions being sent (name, personal data, purpose of the journey, recommended plan of work) and shall communicate the departure and return dates and other necessary details. This information shall be transmitted six weeks prior to the scheduled departure date.

Within two weeks of the receipt of the detailed information, the receiving country shall confirm the arrival of the above-mentioned persons or missions.

(b) The expenses incurred in connection with the international transport of persons travelling under the Agreement, both in the cultural field and in that of science and technology, shall be borne by the sending country.

Their subsistence, accommodation, food and transport expenses, within the country in connection with the performance of their mission shall be borne by the receiving country.

2. French teachers seconded by the Government of the French Republic to the authorities of the Republic of Cuba for a long-term mission (more than one year) shall be governed by the provision of annex C to the Agreement.

3. Cuban personnel who go to France to attend a seminar or part of a seminar shall be covered by the provisions of the régime of ordinary law which is extended to scholarship-holders and trainees of the French Government, in accordance with the regulations in force in France.

4. The terms for the organization of the artistic events the exchange of which is provided for under this Agreement shall be laid down by the Joint Commission, and the details shall be determined through the diplomatic channel.

5. The expenses incurred in connection with the exchange of exhibitions shall be shared as follows:

- (a) The sending country shall defray the cost of the round-trip international transportation of its exhibitions;
- (b) The receiving country shall defray the cost of transporting the exhibition within the country, customs duties and the cost of installation, organization, advertising and the publication of a catalogue. If it is necessary for an attendant expert to stay with the exhibition, the corresponding expenses shall be considered part of the organizational expenses;
- (c) The sending country shall defray the cost of insuring the exhibition. In the event of damage to or loss of articles which form part of the exhibition, the receiving country shall supply the sending country with all the documents and information needed to submit a claim to the institution which insured the exhibition;
- (d) The receiving country shall take the necessary measures to ensure the preservation of articles which form part of the exhibition.

6. Other forms of exchange which are not provided for in this annex shall be determined on a case-by-case basis by the Joint Commission.

## ANNEX C

### TERMS FOR THE IMPLEMENTATION OF SCIENTIFIC AND TECHNICAL CO-OPERATION

In accordance with article XII of the Agreement on cultural, scientific and technical co-operation, signed on 16 January 1975, hereinafter referred to as "the Agreement", the two Parties, with a view to defining their respective responsibilities for the implementation of their scientific and technical co-operation, have agreed on the following:

#### CHAPTER I. DEFINITIONS

In this annex,

(a) The term "French bodies" means individuals or bodies corporate of the French Republic considered as such under French legislation and engaged in a programme of scientific and technical co-operation with Cuba;

(b) The term "French staff members" means specialists, experts, teachers, technicians and any other specialists sent to the territory of the Republic of Cuba with a view to carrying out the operations decided on by the Joint Commission;

(c) The term "dependants of French staff members" means the spouses and children under the age of 18 years of French staff members;

(d) "Competent Cuban body" means the Cuban body designated by the Government of the Republic of Cuba to carry out an operation decided on by the Commission.

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

1. The Revolutionary Government of the Republic of Cuba shall:

- (a) Procure adequate accommodation with the usual appointments for French staff members and their dependants;
- (b) Defray the cost of the travel, accommodation and food of the staff members, but not their dependants, when, for reasons inherent in the planned co-operation, French staff members must move away from their habitual place of residence in the territory of the Republic of Cuba;

- (c) Provide free transport for French staff members and their dependants between the entry or departure point and the destination point in the territory of the Republic of Cuba and the transport needed for travel between their residence to their place of work;
- (d) Provide free transport up to a weight and volume limit to be determined through the diplomatic channel of professional and technical equipment and the personal and household effects of French staff members and their dependants between the entry and departure points and the destination point in the territory of the Republic of Cuba;
- (e) Provide French staff members and their dependants with medical care and hospitalization, where necessary, and the medicaments prescribed for them during their stay in hospital free of charge; this shall include stomatological care but not prostheses;
- (f) Provide French staff members with the premises needed for their work and the appropriate auxiliary facilities free of charge;
- (g) Grant French staff members the right to one month's leave for 11 months of residence in Cuba. In the case of staff members assigned to teaching duties, this leave shall be taken during the university long vacation;
- (h) Grants French staff members the same terms and advantages as are enjoyed by foreign specialists and technicians in the territory of the Republic of Cuba under the provisions in force with respect to:

- I. Access to specialized stores;
- II. Entry exit and residence permits;
- III. Petrol coupons for their automobiles.

2. The competent Cuban bodies shall defray the cost of the expenses and services referred to in sub-paragraphs (c) and (d) above for dependants of French staff members only where it has been agreed that the staff members in question are to reside in the Republic of Cuba for a period of at least 12 months.

3. French bodies and French staff members shall be exempt from all income taxes, import duties, customs duties or any other taxes on professional and technical equipment, personal effects and household appliances, foodstuffs and alcoholic beverages in accordance with the legislation in force. Dependants of staff members whose contract is for a period of at least 12 months shall enjoy the same advantages.

The same tax exemption shall apply to the import of one automobile for each French staff member within six months of his arrival and again after three years of residence.

4. At the end of their mission, French staff members may export the personal effects, household appliances and automobiles which they brought into the territory of the Republic of Cuba, pursuant to the provisions of the above paragraph.

5. The competent Cuban bodies shall be responsible for paying any duty, tax or other charge relating to supplies entering Cuban territory for the purpose of the achievement of the objectives of this Agreement.

### CHAPTER III. RESPONSIBILITIES OF THE GOVERNMENT OF THE FRENCH REPUBLIC

1. The Government of the French Republic shall defray:

- (a) The cost of the travel (outward, return and leave) of French staff members and their dependants between their habitual place of residence and the points of entry into and departure from the territory of the Republic of Cuba;
- (b) The cost of the transport between the habitual place of residence of French staff members and the respective points of entry into and departure from the territory of the Republic of Cuba of the personal and household effects of the French staff members and their dependants up to the weight and volume limit mentioned in chapter II, paragraph 1 (d), which is to be determined through the diplomatic channel.

2. The Government of the French Republic shall advise any French body or staff member going to Cuba under the Agreement to take out insurance against possible damage arising out of the activities carried out in the course of their duties.

3. The Government of the French Republic shall provide the equipment, instruments and materials necessary for executing the operations decided on within the limits of the decisions taken by the Joint Commission.

4. The Government of the French Republic shall defray the cost of providing training and advanced training, in the territory of the French Republic, for Cuban staff members participating in operations selected by the Joint Commission on the terms set forth in annex B, paragraph 3.

5. The Government of the French Republic shall, on the conditions established by its domestic regulations, allow the duty-free import into its territory of equipment, instruments and materials which the Government of the Republic of Cuba wishes to use in connection with the operations decided on by the Joint Commission, except where such materials are intended for commercial purposes.

6. The Government of the French Republic shall grant Cuban staff members performing their duties in French territory in connection with the operations decided on by the Joint Commission every facility under its domestic regulations for the entry of their personal effects and furniture and the temporary duty-free import of their private automobiles.

#### CHAPTER IV. MISCELLANEOUS PROVISIONS

1. Compensation for damage or injury to individuals or property accidentally caused by French staff members in the performance of their professional duties and service shall be limited to the risks covered by the insurance taken out by French bodies and staff members in accordance with chapter III, paragraph 2, of this annex.

2. Goods, materials and articles imported into the territory of the French Republic or of the Republic of Cuba in accordance with this Agreement may not be transferred or lent, either for payment or free of charge, except on terms approved by the competent authorities of that territory.

3. Teachers and experts of the French Republic sent into the territory of the Republic of Cuba under this Agreement shall enjoy, even after the completion of their mission, immunity from legal process in respect of acts performed including words spoken and written, in the performance of their duties which may under Cuban law constitute service-related misconduct. This immunity shall not extend to violations of traffic regulations.

4. Other forms of exchange not provided for in this annex shall be determined by the Joint Commission on a case-by-case basis.

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