

No. 18266

**WORLD HEALTH ORGANIZATION
(PAN-AMERICAN HEALTH ORGANIZATION)
and
CUBA**

**Basic Agreement for the establishment of technical advisory
co-operation relations. Signed at Washington on 28 June
1979 and at Havana on 21 August 1979**

Authentic texts: English and Spanish.

Registered by the World Health Organization on 30 January 1980.

**ORGANISATION MONDIALE DE LA SANTÉ
(ORGANISATION PANAMÉRICAINNE DE LA SANTÉ)
et
CUBA**

**Accord de base pour l'établissement de relations de coopé-
ration consultative technique. Signé à Washington le
28 juin 1979 et à La Havane le 21 août 1979**

Textes authentiques : anglais et espagnol.

Enregistré par l'Organisation mondiale de la santé le 30 janvier 1980.

BASIC AGREEMENT¹ BETWEEN THE GOVERNMENT OF CUBA AND THE PAN AMERICAN HEALTH ORGANIZATION/ WORLD HEALTH ORGANIZATION

The Government of Cuba (hereinafter referred to as "the Government") and the Pan American Health Organization/World Health Organization (hereinafter referred to as "PAHO/WHO"),

Desiring to give effect to the resolutions and decisions of the United Nations and of the Governing Bodies of PAHO/WHO relating to technical cooperation, and to obtain mutual agreement concerning the purpose and scope of the programs, and the responsibilities which will be assumed and the services which will be provided by the Government and PAHO/WHO,

Declaring that their mutual responsibilities shall be fulfilled in a spirit of friendly cooperation,

Have agreed as follows:

Article I. TECHNICAL COOPERATION RELATIONS

1. Technical cooperation relations between the Government and PAHO/WHO will be subject to the terms established in this Basic Agreement, which will be applicable to all forms of technical cooperation and to any other agreement or subsidiary arrangement relative to such cooperation.

2. The Government and PAHO/WHO, based on requests received from the Government and approved by PAHO/WHO, and subject to budgetary limitations and to the availability of the necessary funds, will prepare mutually agreeable plans of work to carry out the programs of technical cooperation.

3. The requests for technical cooperation will be in accordance with national priorities and with the pertinent resolutions and decisions of the Governing Bodies of PAHO/WHO.

4. Such technical cooperation may consist of:

- (a) Making available the services of advisers in order to render advice and cooperate with the Government or with other parties;
- (b) Organizing and conducting seminars, training programs, demonstration projects, expert working groups and related activities in such places as may be mutually agreed;
- (c) Awarding scholarships and fellowships or making other arrangements under which candidates nominated by the Government and approved by PAHO/WHO will study or receive training outside the country;
- (d) Preparing and executing pilot projects, tests, experiments or research in such places as may be mutually agreed upon;
- (e) Carrying out any other form of technical cooperation which may be agreed upon by the Government and PAHO/WHO.

¹ Came into force on 21 August 1979 by signature, in accordance with article VI, (1).

5. Advisers who are to render advice to and cooperate with the Government or with other parties will be selected by PAHO/WHO at the request of the Government, and:

- (a) The advisers will be responsible to PAHO/WHO;
- (b) In the performance of their duties, the advisers will act in close consultation with the Government and with persons or bodies so authorized by the Government, and will comply with instructions from the Government, as may be appropriate to the nature of their duties and the cooperation in view, and as may be mutually agreed upon between the Government and PAHO/WHO;
- (c) The advisers will, in the course of their advisory work, make every effort to instruct any technical staff the Government may associate with them, in their professional methods, techniques, and in the principles on which these are based.

6. Any technical equipment or supplies which may be furnished by PAHO/WHO will remain its property unless and until such time as title may be transferred in accordance with the policies determined by its Governing Bodies and existing at the date of transfer.

7. The Government will be responsible for dealing with any claims which may be brought by third parties against PAHO/WHO and its advisers, agents and employees and will hold harmless PAHO/WHO and its advisers, agents and employees in case of any claims or liabilities resulting from operations under this Basic Agreement, except when it is agreed by the Government and PAHO/WHO that such claims or liabilities arise from the gross negligence or wilful misconduct of such advisers, agents or employees.

Article II. PARTICIPATION OF THE GOVERNMENT IN TECHNICAL COOPERATION PROGRAMS

1. The Government will do everything in its power to ensure the effective development of technical cooperation programs.

2. The Government and PAHO/WHO will consult together regarding the publication, as appropriate, of any findings and reports of advisers that may prove of benefit to other countries and to PAHO/WHO.

3. The Government will actively collaborate with PAHO/WHO in the furnishing and compilation of findings, data statistics and such other information as will enable PAHO/WHO to analyse and evaluate the results of technical cooperation programs.

Article III. ADMINISTRATIVE AND FINANCIAL OBLIGATIONS OF PAHO/WHO

1. PAHO/WHO will defray, in full or in part, as may be mutually agreed upon, the technical cooperation costs which are payable outside the country, as follows:

- (a) The salaries and subsistence (including duty travel per diem) of the advisers;
- (b) The costs of transportation of the advisers during their travel to and from the point of entry into the country;
- (c) The cost of any other travel outside the country;
- (d) Insurance of the advisers;

(e) Purchase and transport to and from the point of entry into the country of any equipment or supplies provided by PAHO/WHO;

(f) Any other expenses outside the country approved by PAHO/WHO.

2. PAHO/WHO will defray such expenses in local currency as are not covered by the Government pursuant to article IV, paragraph 1, of this Basic Agreement.

Article IV. ADMINISTRATIVE AND FINANCIAL OBLIGATIONS OF THE GOVERNMENT

1. The Government will contribute to the cost of technical cooperation by paying for, or directly furnishing, the following facilities and services:

(a) Local personnel services, technical and administrative, including the necessary local secretarial help, interpreter translators and related assistance;

(b) The necessary office space and other premises;

(c) Equipment and supplies produced within the country;

(d) Transportation of personnel, supplies and equipment for official purposes within the country;

(e) Postage and telecommunications for official purposes;

(f) Facilities to international personnel for receiving medical care and hospitalization.

2. The Government will defray such portion of the expenses to be paid outside the country as are not covered by PAHO/WHO, and as may be mutually agreed upon.

3. In appropriate cases, the Government will put at the disposal of PAHO/WHO such labor, equipment, supplies and other services or property as may be needed for the execution of its work and as may be mutually agreed upon.

Article V. FACILITIES, PRIVILEGES AND IMMUNITIES

1. The Government, insofar as it is not already bound to do so, will apply to PAHO/WHO, its staff, funds, properties and assets the appropriate provisions of the Convention on the Privileges and Immunities of the Specialized Agencies.¹

2. PAHO/WHO staff, including advisers assigned to carry out the purposes of this Basic Agreement, will be deemed to be officials within the meaning of the above Convention. The PAHO/WHO Representative appointed to Cuba will be afforded the treatment provided for under section 21 of the said Convention.

Article VI. FINAL PROVISIONS

1. This Basic Agreement will enter into force upon signature by the duly authorized representatives of the Government and of PAHO/WHO.

2. This Basic Agreement may be modified by mutual understanding between the parties, each of which will give full and sympathetic consideration to any request by the other party for such modification.

¹ United Nations, *Treaty Series*, vol. 33, p. 261. For the final and revised texts of annexes published subsequently, see vol. 71, p. 318; vol. 79, p. 326; vol. 117, p. 386; vol. 275, p. 298; vol. 314, p. 308; vol. 323, p. 364; vol. 327, p. 326; vol. 371, p. 266; vol. 423, p. 284; vol. 559, p. 348; vol. 645, p. 340; vol. 1057, p. 320, and vol. 1060, p. 337.

3. This Basic Agreement may be terminated by either party upon written notice to the other party and will terminate sixty days after receipt of such notice.

IN WITNESS WHEREOF the undersigned, duly appointed representatives of the Government and of PAHO/WHO, respectively, sign six copies of this Basic Agreement, three in English and three in Spanish, the text in both languages being equally authoritative.

For the Government
of Cuba:

[Signed]

JOSÉ ANTONIO GUTIÉRREZ MUÑIZ
Minister of Public Health

For the Pan American
Health Organization/
World Health Organization:

[Signed]

HÉCTOR R. ACUÑA
Director
Pan American Sanitary Bureau

Place: La Habana¹

Date: 21 de agosto 1979²

Place: Washington, D.C.

Date: 28 June 1979

¹ Havana.

² 21 August 1979.