

No. 22362

**SPAIN
and
CUBA**

**Basic Agreement on scientific and technical collaboration
(with annexed protocol). Signed at Havana on 10 Sep-
tember 1978**

Authentic text: Spanish.

Registered by Spain on 27 September 1983.

**ESPAGNE
et
CUBA**

**Accord de base relatif à la collaboration scientifique et
technique (avec protocole annexé). Signé à La Havane
le 10 septembre 1978**

Texte authentique : espagnol.

Enregistré par l'Espagne le 27 septembre 1983.

[TRANSLATION — TRADUCTION]

BASIC AGREEMENT¹ ON SCIENTIFIC AND TECHNICAL COLLABORATION BETWEEN THE GOVERNMENT OF THE KINGDOM OF SPAIN AND THE GOVERNMENT OF THE REPUBLIC OF CUBA

The Government of the Kingdom of Spain and the Government of the Republic of Cuba, desiring to strengthen the ties of friendship between their two countries, aware of the importance of increased scientific and technical collaboration for the development of their mutual relations, convinced of the need to encourage the promotion of such collaboration in so far as they are able, have agreed as follows:

Article I. 1. The two Parties undertake to encourage and facilitate the implementation of programmes of scientific and technical collaboration and the exchange of technical experience, in accordance with the economic and social development objectives of each Party.

2. Specific scientific and technical collaboration programmes and projects shall be carried out in accordance with the provisions of this Agreement and, where appropriate, those of any supplementary agreements signed between the Parties on the basis of this Agreement.

Article II. The collaboration provided for in article I of this Agreement may consist of:

- (a) The provision of study fellowships and training or specialization courses;
- (b) The sending of experts, technicians and other specialists;
- (c) The provision of scientific and technical documentation and information including the transfer of technology;
- (d) The exchange of missions of specialists to carry out the agreed scientific and technical work;
- (e) The development, by mutual agreement, of studies and projects which contribute to the economic and social development of both countries;
- (f) The provision of the materials and equipment necessary for implementing the agreed programmes and projects;
- (g) Joint research work on scientific and technical problems which may culminate in economic, industrial, agricultural and other achievements;
- (h) The common use, through appropriate prior agreements, of scientific and technical installations;
- (i) Any other forms of scientific and technical collaboration that may be agreed upon by the two Parties.

¹ Came into force provisionally on 10 September 1978, the date of signature, and definitively on 17 July 1980, the date of the last of the notifications by which the Parties informed each other (on 27 December 1979 and 17 July 1980) of the completion of the required constitutional procedures, in accordance with article IX.

Article III. The exchange of scientific and technological information provided for in the preceding article shall be governed by the following rules:

- (1) The Parties may communicate the information received to public agencies or public utility institutions and enterprises serving the public interest in which the Government has decision-making powers;
- (2) The Parties may limit or prohibit the dissemination of information on supplementary agreements signed in accordance with article 1, paragraph 2;
- (3) The dissemination of information may also be prohibited or limited when the other Party, or agencies designated by it, so decide;
- (4) Each Party shall offer the other guarantees that persons authorized to receive information will not transmit such information to agencies or persons not authorized to receive it, in accordance with this article.

Article IV. The Contracting Parties agree that after an appropriate period of time, which shall be stipulated in the programmes agreed upon, the experts of one Party sent to the other shall be replaced in their functions by the personnel who are working as their counterparts.

Article V. The share of each Party in the financing of the technical co-operation programmes and projects implemented in accordance with the provisions of this Agreement shall, in each case, be set out in the supplementary agreements envisaged in article 1, paragraph 2.

Article VI. 1. In order to ensure fulfilment of the requirements of this Agreement, the two Parties hereby agree to set up a Mixed Commission, composed of the representatives designated by them. The Commission shall meet in each of the two countries alternately. Such meetings shall, in principle, be held each year unless it is agreed for urgent reasons to bring forward the date of the next scheduled meeting or to hold extraordinary meetings.

The Commission shall draw up its rules of procedure should it consider this necessary. It may set up sub-commissions or working groups.

2. Either Party may, at any time, submit to the other proposals for scientific and technical collaboration through the usual diplomatic channels.

Article VII. The conditions governing the implementation of this Agreement shall be those set forth in the annexed protocol which shall form an integral part of this Agreement.

Article VIII. The competent authorities of each Party shall, in accordance with the domestic legislation in force in the two countries, programme and co-ordinate the implementation of the international scientific and technical collaboration activities envisaged in this Agreement and in the supplementary agreements based on it, and shall make the necessary arrangements to that end. These functions shall be performed, in the case of Spain, by the Ministry of Foreign Affairs, and, in the case of the Republic of Cuba, by the State Committee for Economic Collaboration.

Article IX. This Agreement shall apply provisionally from the date of its signature and shall enter into force on the date on which the Parties notify each other that their respective constitutional requirements have been fulfilled. If such notification is not simultaneous, the date of the later notification shall count for the purposes of entry into force.

Article X. 1. This Agreement shall remain in force for five years and shall be automatically renewable for periods of one year unless one of the Parties notifies the other in writing, at least three months in advance, that it has decided against renewal.

2. This Agreement may be denounced in writing by either Party and shall cease to have effect three months after the date of such denunciation.

3. The denunciation shall not affect programmes and projects already in progress, unless the Parties agree otherwise.

IN WITNESS WHEREOF, the Plenipotentiaries of the Governments hereby sign this Agreement, in duplicate, both copies being equally authentic, and hereto affix their respective seals.

DONE in the City of Havana, on 10 September 1978, in two original copies in the Spanish language, both texts being equally authentic.

For the Government
of the Kingdom of Spain:

[Signed]

MARCELINO OREJA AGUIRRE
Minister for Foreign Affairs

For the Government
of the Republic of Cuba:

[Signed]

HÉCTOR RODRÍGUEZ LLOMPART
President of the State Committee
for Economic Collaboration

ANNEXED PROTOCOL

CONDITIONS FOR THE IMPLEMENTATION OF THE BASIC AGREEMENT ON SCIENTIFIC AND TECHNICAL COLLABORATION BETWEEN THE GOVERNMENT OF THE KINGDOM OF SPAIN AND THE GOVERNMENT OF THE REPUBLIC OF CUBA

Pursuant to article VII of the Agreement on scientific and technical collaboration, signed on 10 September 1978, hereinafter called, "the Agreement", the two Parties, with a view to defining the responsibilities of each for carrying out their scientific and technical collaboration, have agreed to the following:

CHAPTER I. DEFINITIONS

In this annex:

(a) "Spanish agencies" means Spanish individuals or bodies corporate, regarded as such under Spanish legislation and involved in a scientific and technical collaboration programme with Cuba;

(b) "Spanish personnel" means the specialists, experts, teachers, technicians and other specialists sent to the territory of the Republic of Cuba for the purpose of carrying out the operations agreed upon by the Mixed Commission or in the relevant supplementary agreements provided for in article I, paragraph 2, of the Agreement;

(c) "Dependants of Spanish personnel" means the spouse and children not of full age, this being established by Cuban legislation as 16 years;

(d) "Competent Cuban agency" means the Cuban agency designated by the Government of the Republic of Cuba to carry out an operation agreed upon by the Mixed Commission or in the supplementary agreements.

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

1. The Government of the Republic of Cuba shall:

- (a) Provide adequate housing, equipped with the usual facilities, for members of the Spanish personnel and their dependants;
- (b) When, for reasons related to the collaboration activity envisaged, the Spanish personnel have to travel from their place of customary residence in the Republic of Cuba, defray the expenses of transportation, housing and food. This provision shall not apply to their dependants;
- (c) Ensure free transportation for the Spanish personnel and their dependants between the point of entry or departure and the destination in the Republic of Cuba and the necessary transportation for travel between their residence and the work place. Where the personnel use their automobiles in the above-mentioned cases, they shall be assigned a quota of fuel equal to that normally assigned to foreign technicians in the Republic of Cuba;
- (d) Provide free of charge, up to a weight and volume to be determined through the diplomatic channel, the necessary transport for the transfer of professional and technical equipment and the personal and household effects of the Spanish personnel and their dependants between the points of entry and departure and the destinations in the territory of the Republic of Cuba;
- (e) Provide free of charge, to the Spanish personnel and their dependants, medical care and hospitalization, where necessary, as well as the medication required during their hospitalization; dental care, with the exception of prostheses, shall be included in these services;
- (f) Provide free of charge to the Spanish personnel the premises necessary for carrying out their work, equipped with the appropriate auxiliary facilities;
- (g) Grant the Spanish personnel one month's leave for each 11 months' stay in Cuba.

2. The competent Cuban agencies shall bear costs of the expenses and services referred to in subparagraphs (c) and (d) of the preceding paragraph to the dependants of the Spanish personnel only in cases in which the stay in the Republic of Cuba of such personnel has been agreed upon for a period of 12 months or more.

3. The Spanish agencies and the Spanish personnel shall enjoy exemption from all taxes on income and from import or customs duties or any other fiscal taxes or charges on professional and technical equipment, personal effects and domestic electrical appliances or food and alcoholic beverages, in accordance with the legislation in force. Their dependants shall enjoy the same exemptions when such personnel have been engaged for 12 months or more. The same exemptions shall apply also to the importation of an automobile for each of the members of the Spanish personnel, within six months of arrival and again after three years' stay.

4. The members of the Spanish personnel may export at the end of their mission the personal effects, domestic electrical appliances and automobile which they have imported into the territory of the Republic of Cuba in accordance with the provisions of the previous paragraph.

5. The competent Cuban agencies shall assume responsibility for the payment of all duties, taxes or tariffs on supplies imported into Cuban territory for the purposes of achieving the objectives of this Agreement.

CHAPTER III. RESPONSIBILITIES OF THE GOVERNMENT OF THE KINGDOM OF SPAIN

1. The Government of the Kingdom of Spain shall bear the costs of:

- (a) The salaries, fees, allowances and any other remuneration in connection with the Spanish personnel;

- (b) The travel (departure, return and leave) of the Spanish personnel and their dependants between their place of customary residence and the points of entry into and departure from Cuban territory;
- (c) Transport, between the place of customary residence of the Spanish personnel and the respective points of entry into and departure from the territory of the Republic of Cuba, of the personal effects and usual belongings of the Spanish personnel and their dependants, up to the same weight and volume established in chapter II, paragraph 1 (d).

2. The Government of the Kingdom of Spain shall advise all Spanish agencies personnel traveling to Cuba, in implementation of this Agreement, to take out insurance against damages which may result from the activities carried out in the performance of their functions.

3. The Government of the Kingdom of Spain shall provide the equipment, instruments and materials necessary for carrying out the operations decided upon within the limits of the decisions adopted by the Mixed Commission or in any supplementary agreements.

4. The Government of the Kingdom of Spain shall bear the costs related to the training and advanced training, in the territory of Spain, of the Cuban personnel participating in the operations approved by the Mixed Commission or in any supplementary agreements.

5. The Government of the Kingdom of Spain shall, under the conditions set by its domestic regulations, grant exemption from customs duties for the importation into its territory of equipment, instruments and materials which the Government of the Republic of Cuba may wish to use within the framework of the operations decided upon by the Mixed Commission, except where such material is intended for commercial purposes.

6. The Government of the Kingdom of Spain shall grant to members of the Cuban personnel who carry out activities in Spanish territory in accordance with the operations decided upon by the Mixed Commission all facilities, within the framework of its domestic regulations, for the entry of their personal effects.

CHAPTER IV. FINAL PROVISIONS

1. The goods, materials and belongings imported into the territory of the Republic of Cuba or into the territory of the Kingdom of Spain in implementation of this Agreement shall not be assigned or transferred, whether for payment or free of charge, except under conditions authorized by the competent authorities of that territory.

2. Any disputes which may arise in the implementation of the provisions of this Agreement or of any other supplementary agreement, shall be settled through negotiations between the Government of the Kingdom of Spain and the Government of the Republic of Cuba or in any other manner mutually agreed upon by the two Parties.

This protocol shall enter into force on the same date as the Basic Agreement on scientific and technical collaboration between the Government of the Kingdom of Spain and the Government of the Republic of Cuba, of which it shall form an integral part.

DONE in the City of Havana on 10 September 1978, in duplicate in the Spanish language, both texts being equally authentic.

For the Government
of the Kingdom of Spain:

[Signed]

MARCELINO OREJA AGUIRRE
Minister for Foreign Affairs

For the Government
of the Republic of Cuba:

[Signed]

HÉCTOR RODRÍGUEZ LLOMPART
President of the State Committee
for Economic Collaboration