

**No. 9087**

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**ARGENTINA**  
**and**  
**FEDERAL REPUBLIC OF GERMANY**

**Agreement concerning technical economic co-operation.**  
**Signed at Buenos Aires, on 1 March 1966**

**Exchange of notes constituting an agreement concerning technical assistance for the Institute of Forest Engineering of the National University of Córdoba at Santiago del Estero. Buenos Aires, 10 October 1967**

*Official texts : Spanish and German.*

*Registered by Argentina on 6 May 1968.*

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**ARGENTINE**  
**et**  
**RÉPUBLIQUE FÉDÉRALE D'ALLEMAGNE**

**Accord relatif à la coopération technique et économique.**  
**Signé à Buenos Aires, le 1<sup>er</sup> mars 1966**

**Échange de notes constituant un accord relatif à l'assistance technique destinée à l'Institut de sylviculture de l'Université nationale de Córdoba situé à Santiago del Estero. Buenos Aires, 10 octobre 1967**

*Textes officiels espagnol et allemand.*

*Enregistrés par l'Argentine le 6 mai 1968.*

[TRANSLATION — TRADUCTION]

No. 9087. AGREEMENT<sup>1</sup> BETWEEN THE ARGENTINE REPUBLIC AND THE FEDERAL REPUBLIC OF GERMANY CONCERNING TECHNICAL ECONOMIC CO-OPERATION. SIGNED AT BUENOS AIRES, ON 1 MARCH 1966

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The Government of the Argentine Republic and the Government of the Federal Republic of Germany,

Desiring to establish closer and stronger ties of friendship between their countries and peoples, having regard to their common interest in promoting and furthering the technical and economic development of their States and recognizing the mutual advantages that would accrue from closer co-operation,

Have agreed as follows :

*Article 1*

1. The Government of the Argentine Republic and the Government of the Federal Republic of Germany, to the full extent of their possibilities and on the basis of equality of rights of both Contracting Parties, shall endeavour to co-operate and assist each other in technical and economic matters.

2. On the basis and within the framework of this Agreement it is intended to conclude special agreements concerning various projects of technical and economic co-operation.

*Article 2*

Under the said special agreements and on the basis of the equality of rights of both Parties, the Contracting Parties shall prepare technical and economic training plans, and projects to promote the said co-operation.

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<sup>1</sup> Came into force on 25 August 1967, the date on which the Government of Argentina informed the Government of the Federal Republic of Germany that it had complied with its constitutional requirements, in accordance with article 11.

*Article 3*

To achieve the purposes of this Agreement, the special agreements referred to in article 1, paragraph 2, may provide that the Government of the Federal Republic of Germany shall :

- (a) Collaborate in the establishment of technical training centres and the provision of their equipment, including health facilities;
- (b) Co-operate in the secondment of experts, teaching staff and technicians;
- (c) Provide German experts to co-operate in the over-all development of technical and economic assistance;
- (d) Make available to students and apprentices of the Argentine Republic fellowships and training opportunities in German technical centres and German industrial establishments.

*Article 4*

The Government of the Argentine Republic shall :

- (a) Provide the land, premises and buildings necessary for the projects to be executed under this Agreement;
- (b) Bear the current costs of operation and maintenance of the said land, premises and buildings;
- (c) Under a special agreement (pursuant to article 1, paragraph 2), make available at its expense furnished housing for the German experts, teaching staff and technicians seconded to the Argentine Republic or, failing that, provide a sum of money for accommodation to be determined in each case;
- (d) Make arrangements to ensure that, after reasonable periods of time, the German experts, teaching staff and technicians can be replaced by Argentine nationals;
- (e) Defray the costs resulting from these special agreements (pursuant to article 1, paragraph 2) in respect of :
  - (aa) the travel, subsistence and transport of the German experts, teaching staff and technicians in the performance of their duties in Argentine territory;
  - (bb) the necessary services provided by Argentine nationals in the Argentine Republic;

- (cc) the provision of operational materials such as fuel, spare parts, technical supplies, etc.;
- (dd) the customs and/or administrative formalities relating to the importation and re-exportation of the motor vehicle referred to in article 5, sub-paragraph 1 (c).

#### *Article 5*

1. The Government of the Argentine Republic shall, by virtue of the special agreements (pursuant to article 1, paragraph 2), exempt the German experts, teaching staff and technicians seconded by the Federal Republic of Germany from :

- (a) Taxes and fiscal charges, including income tax and pension contributions, for the duration of their secondment;
- (b) Import and export duties and all other fiscal charges in respect of the importation and exportation of their personal effects, furniture and household articles, and those of their immediate family and other members of their households;
- (c) Import and export duties, taxes and fiscal charges in respect of the importation of one motor vehicle, which shall be re-exported on the termination of the secondment of the expert, teacher or technician, in accordance with the legislation in force in the Argentine Republic;
- (d) Duties and all other fiscal charges in respect of the importation of consumer goods to the extent that equivalent experts, teaching staff and instructors seconded by the United Nations or its specialized agencies are entitled to such exemption.

2. The Government of the Argentine Republic shall issue to the seconded German experts, teaching staff and technicians identification papers specifying that they are to be given every assistance by the competent authorities in carrying out the duties assigned to them.

#### *Article 6*

1. The Government of the Argentine Republic shall exempt from all import and export duties, including harbour dues and all other fiscal charges, the equipment, specialized motor vehicles and materials which the Govern-

ment of the Federal Republic of Germany may supply under a special agreement pursuant to article 1, paragraph 2.

2. (a) If a German expert, teacher or technician causes damage to a third party in the performance of a duty assigned to him under this Agreement, the Government of the Argentine Republic shall be answerable in his stead. No claim shall be made against the German expert, teacher or technician on that score.

(b) The Argentine Republic shall not seek to enforce its rights to restitution against the German expert, teacher or technician, notwithstanding the legal merits of the case, except in cases of wilful or gross negligence.

#### *Article 7*

The provisions of this Agreement shall also apply to German experts, teaching staff and technicians who, on its entry into force, are already serving in the Argentine Republic under the technical co-operation régime on behalf of the Government of the Federal Republic of Germany.

#### *Article 8*

This Agreement shall also apply to Land Berlin, provided that the Government of the Federal Republic of Germany has not made a declaration to the contrary to the Government of the Argentine Republic within three months from its entry into force.

#### *Article 9*

The Government of the Argentine Republic shall in every case indicate the body or bodies which it has instructed to implement this Agreement.

#### *Article 10*

1. This Agreement shall remain in force for a period of five years. Prior to the expiration of that period, the Contracting Parties shall determine by mutual agreement whether technical co-operation is to be continued in the form and manner laid down in this Agreement.

2. Projects authorized under article 1, paragraph 2, shall be carried out until their completion in accordance with the provisions of this Agreement, even if it has expired.

*Article 11*

This Agreement shall enter into force on the date on which the Government of the Argentine Republic informs the Government of the Federal Republic of Germany that it has complied with the necessary constitutional formalities.

DONE at Buenos Aires on the first of March nineteen hundred and sixty-six in four original copies, two each in the German and Spanish languages, both versions being equally authentic.

For the Government of the  
Argentine Republic :

Miguel Angel ZAVALA ORTÍZ  
Minister for Foreign Affairs  
and Public Worship

For the Government of the  
Federal Republic  
of Germany :

Ernst-Günther MOHR  
Ambassador

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT<sup>1</sup> BETWEEN THE ARGENTINE REPUBLIC AND THE FEDERAL REPUBLIC OF GERMANY CONCERNING TECHNICAL ASSISTANCE FOR THE INSTITUTE OF FOREST ENGINEERING OF THE NATIONAL UNIVERSITY OF CORDOBA AT SANTIAGO DEL ESTERO. BUENOS AIRES, 10 OCTOBER 1967

ÉCHANGE DE NOTES CONSTITUANT UN ACCORD<sup>1</sup> ENTRE LA RÉPUBLIQUE ARGENTINE ET LA RÉPUBLIQUE FÉDÉRALE D'ALLEMAGNE RELATIF À L'ASSISTANCE TECHNIQUE DESTINÉE À L'INSTITUT DE SYLVICULTURE DE L'UNIVERSITÉ NATIONALE DE CORDOBA SITUÉ À SANTIAGO DEL ESTERO. BUENOS AIRES, 10 OCTOBRE 1967

## I

[SPANISH TEXT — TEXTE ESPAGNOL]

EMBAJADOR DE ALEMANIA

Buenos Aires, 10 de octubre de 1967  
Excelentísimo Señor :

Con referencia a las Notas Verbales del Ministerio de Relaciones Exteriores y Culto D.G.R.C. N° 3997 del 7 de septiembre de 1965, N° 4199 del 28 de septiembre de 1965 y « S » N° 737 del 13 de junio de 1967, sobre fomento del Instituto de Ingeniería Forestal de la Universidad Nacional de Córdoba, sito en Santiago del Estero, y en cumplimiento del Convenio del 1 de marzo de 1966 concertado entre nuestros dos Gobiernos sobre Cooperación económica y técnica, me honro en proponer en nombre del Gobierno de la República Federal de Alemania el siguiente Acuerdo :

(1) El Gobierno de la República Federal de Alemania enviará a sus

<sup>1</sup> Came into force on 10 October 1967, the date of the reply note, in accordance with the provisions of the said notes.

## I

[GERMAN TEXT — TEXTE ALLEMAND]

DER DEUTSCHE BOTSCHAFTER

Buenos Aires, den 10. Oktober 1967  
Excellenz,

Ich beehre mich, auf die Verbalnoten des Ministerio de Relaciones Exteriores y Culto D.G.R.C. Nr. 3997 vom 7. September 1965, Nr. 4199 vom 28. September 1965 und "S" Nr. 737 vom 13. Juni 1967 über eine Förderung des Instituto de Ingeniería Forestal der Universidad Nacional de Córdoba, Santiago del Estero, zurückzukommen und Ihnen in Ausführung des Abkommens vom 1. März 1966 zwischen unseren beiden Regierungen über technisch-wirtschaftliche Zusammenarbeit namens der Regierung der Bundesrepublik Deutschland folgende Vereinbarung vorzuschlagen :

(1) Die Regierung der Bundesrepublik Deutschland entsendet auf ihre Kosten

<sup>1</sup> Entré en vigueur le 10 octobre 1967, date de la note de réponse, conformément aux dispositions des dites notes.

[TRANSLATION]

I

EMBASSY OF THE FEDERAL REPUBLIC  
OF GERMANY

Buenos Aires, 10 October 1967

Excellency,

With reference to the notes verbales from the Ministry of Foreign Affairs and Public Worship, D.G.R.C. No. 3997 of 7 September 1965, No. 4199 of 28 September 1965 and "S" No. 737 of 13 June 1967 concerning the developing of the Institute of Forest Engineering of the National University of Córdoba at Santiago del Estero, and pursuant to the Agreement of 1 March 1966<sup>1</sup> between our two Governments concerning technical economic co-operation, I have the honour to propose the following Agreement on behalf of the Government of the Federal Republic of Germany :

1. The Government of the Federal Republic of Germany shall, at its expense and for a period of two years, second an expert in forest organization and an expert in timber exploitation to the Institute of Forest Engineering of the National University of Córdoba at Santiago del Estero. The two experts shall lecture on their subjects and assist the students in their scientific work.

2. The Government of the Federal Republic of Germany shall deliver, c.i.f. Buenos Aires harbour, the equipment and teaching materials needed for

[TRADUCTION]

I

AMBASSADE DE LA RÉPUBLIQUE  
FÉDÉRALE D'ALLEMAGNE

Buenos Aires, le 10 octobre 1967

Monsieur le Ministre,

Me référant aux notes verbales du Ministère des relations extérieures et du culte D.G.R.C. n° 3997 du 7 septembre 1965, n° 4199 du 28 septembre 1965 et « S » n° 737 du 13 juin 1967 relatives à l'octroi d'une assistance à l'Institut de sylviculture de l'Université nationale de Córdoba situé à Santiago del Estero, j'ai l'honneur de vous proposer, au nom du Gouvernement de la République fédérale d'Allemagne, l'Accord ci-après qui compléterait l'Accord de coopération économique et technique conclu entre nos deux Gouvernements le 1<sup>er</sup> mars 1966<sup>1</sup>.

1. Le Gouvernement de la République fédérale d'Allemagne fournira, à ses frais, pour une durée de deux ans, un spécialiste de l'aménagement et un spécialiste de l'exploitation forestière à l'Institut de sylviculture de l'Université nationale de Córdoba situé à Santiago del Estero, où ils donneront des cours dans les disciplines de leur spécialité et aideront les étudiants à exécuter leurs travaux scientifiques.

2. Le Gouvernement de la République fédérale d'Allemagne fournira c.a.f. au port de Buenos Aires l'équipement et les aides d'enseignement destinés aux

<sup>1</sup> See p. 256 of this volume.

<sup>1</sup> Voir p. 257 de ce volume.



the scientific facilities at the Institute of Forest Engineering at the National University of Córdoba at Santiago del Estero.

3. The Government of the Federal Republic of Germany shall invite Agricultural Engineer Néstor R. Ledesma, Dean of the Institute of Forest Engineering of the National University of Córdoba at Santiago del Estero, together with another faculty member from the Institute, to the Federal Republic of Germany for three months' study at its expense.

4. The Government of the Argentine Republic shall give the experts every assistance necessary for the performance of their duties and shall place all the material which they need at their disposal.

5. The Government of the Argentine Republic shall :

- (a) Permit the German experts, their families and other members of their households to enter or leave the country free of charge at any time, and shall grant the necessary work and residence permits;
- (b) Exempt from import and export duties and other public charges the professional equipment of the experts provided that, with the exception of expendable articles, such equipment is re-exported;
- (c) Exempt from harbour dues, import and export duties and other public charges, the articles provided by the Government of the Federal Republic of Germany in accordance with paragraph 2. On entering the Argentine Republic, these articles shall become the property of the Institute of Forest Engineering of

installations scientifiques de l'Institut de sylviculture de l'Université nationale de Córdoba situé à Santiago del Estero.

3. Le Gouvernement de la République fédérale d'Allemagne invitera, à ses frais, le Doyen de l'Institut de sylviculture de l'Université nationale de Córdoba situé à Santiago del Estero, M. Néstor R. Ledesma, ingénieur agronome, ainsi qu'un autre professeur de l'Institut, à effectuer un voyage d'études de trois mois en République fédérale d'Allemagne.

4. Le Gouvernement de la République Argentine fournira auxdits spécialistes tout l'appui dont ils auront besoin pour l'accomplissement de leurs tâches et mettra à leur disposition tout le matériel nécessaire.

5. Le Gouvernement de la République Argentine :

- (a) Autorisera les spécialistes allemands, ainsi que leur famille et les autres personnes faisant partie de leur ménage, à entrer en Argentine et à en sortir à leur gré et en franchise de droits et leur délivrera gratuitement les permis de travail et de résidence nécessaires;
- (b) Exonérera de droits à l'importation et à l'exportation et de toutes autres charges fiscales l'équipement professionnel que lesdits spécialistes introduiront en Argentine, étant entendu que ce matériel devra être réexporté sauf usure normale;
- (c) Exonérera de taxes portuaires, de droits à l'importation et à l'exportation et de toutes autres charges fiscales les éléments fournis par le Gouvernement de la République fédérale d'Allemagne conformément au paragraphe 2 ci-dessus. Ces éléments deviendront, dès leur entrée en République Argentine, la propriété de

the National University of Córdoba but shall remain at the disposal of the German experts at all times, without restriction;

- (d) Defray the costs of unloading, transport and insurance in respect of the articles in question from the harbour in which they are unloaded to their destination at the Institute of Forest Engineering of the National University of Córdoba, or shall guarantee that the National University of Córdoba or the Institute of Forest Engineering will defray the said costs. It shall make the necessary technical arrangements for the installation and operation of the equipment and shall install it in accordance with Argentine safety regulations;
- (e) Guarantee that the Institute of Forest Engineering of the National University of Córdoba shall be provided with financial support on a continuing basis and on a scale sufficient for it to meet its educational and research commitments. This financial support shall be so calculated as to include the operational and maintenance costs of the equipment supplied in accordance with article 2 and, in particular, of the materials, auxiliary equipment and fuel and the costs of water, electricity and maintenance.

6. The Government of the Argentine Republic confirms that by virtue of Provincial Act No. 3275 the Government of the Province of Santiago del Estero founded the Institute of Forest Industrialization and Administration and conveyed to it the forest area of Los Tigres covering 100,000 hectares. It further confirms that, in accordance with Act No. 3413 of the Province of Santiago del Estero, the Governing

l'Institut de sylviculture de l'Université nationale de Córdoba mais resteront, sans restriction et à tout moment, à la disposition des spécialistes allemands;

- d) Prendra en charge les frais de débarquement ainsi que les frais de transport et d'assurance des éléments susmentionnés encourus à partir du port de débarquement jusqu'à leur destination, à l'Institut de sylviculture de l'Université nationale de Córdoba, ou garantira que l'Université nationale de Córdoba ou l'Institut de sylviculture prendront ces frais en charge. Le Gouvernement argentin ménagera les conditions techniques nécessaires à la mise en place et au fonctionnement de ces éléments et les installera conformément aux règles de sécurité en vigueur en Argentine;
- e) Garantira que l'Institut de sylviculture de l'Université nationale de Córdoba recevra une aide financière permanente et suffisante pour lui permettre de réaliser les tâches d'enseignement et de recherche qui lui sont confiées. Le montant de ce financement sera calculé de manière à couvrir également les frais de fonctionnement et d'entretien des éléments fournis conformément au paragraphe 2 ci-dessus, et notamment les matériaux de travail, matériaux auxiliaires et carburants, ainsi que l'eau, le courant électrique et les frais de manutention.

6. Le Gouvernement de la République Argentine confirme que le Gouvernement de la Province de Santiago del Estero a créé par la *Ley Provincial* (Arrêté) n° 3275 un Institut forestier d'industrialisation et d'administration et lui a attribué le district forestier de Los Tigres d'une superficie de 100 000 hectares. Le Gouvernement de la République Argentine confirme en outre que le Conseil d'administration de cet

Council of the said Institute shall be composed of five members appointed by the provincial authorities, three of whom shall be nominated by the Institute of Forest Engineering of the National University of Córdoba.

7. In all other respects the provisions of the said Agreement of 1 March 1966 shall be applicable to this Agreement.

If the Government of the Argentine Republic accepts the proposals in paragraphs 1 to 7, I have the honour to propose that this note, together with your reply expressing the agreement of your Government, shall constitute an agreement between our two Governments which shall enter into force on the date of your note in reply.

Accept, Sir, etc.

Ernst-Günther MOHR

His Excellency Dr. Nicanor Costa Méndez  
Minister for Foreign Affairs and Public Worship of the Argentine Republic  
Buenos Aires

Institut, conformément à la *Ley* (Arrêté) n° 3413 de la Province de Santiago del Estero, se composera de cinq membres désignés par le Pouvoir exécutif de la Province, dont trois seront nommés sur proposition de l'Institut de sylviculture de l'Université de Córdoba.

7. Pour le reste, les dispositions de l'Accord susmentionné en date du 1<sup>er</sup> mars 1966 s'appliqueront au présent Accord.

Si les propositions formulées aux paragraphes 1 à 7 ci-dessus rencontrent l'agrément du Gouvernement de la République Argentine, je propose que la présente note et votre réponse en ce sens constituent entre nos deux Gouvernements un accord qui entrera en vigueur à la date de votre réponse.

Veuillez agréer, etc.

Ernst-Günther MOHR

Son Excellence Monsieur Nicanor Costa Méndez  
Ministre des relations extérieures et du culte  
Buenos Aires

## II

[SPANISH TEXT — TEXTE ESPAGNOL]

Buenos Aires, 10 de octubre de 1967

Señor Embajador :

Tengo el honor de dirigirme a Vuestra Excelencia con el objeto de acusar recibo de su nota de esta misma fecha cuyo texto es el siguiente :

[See note I]

En respuesta me es grato expresar a Vuestra Excelencia que mi Gobierno concuerda con las disposiciones contenidas en vuestra nota precedentemente transcrita y por consiguiente, la misma y la presente nota constituyen un Acuerdo entre nuestros Gobiernos.

Aprovecho la oportunidad para renovar a Vuestra Excelencia las seguridades de mi más alta y distinguida consideración.

Nicanor COSTA MÉNDEZ  
Ministro de Relaciones Exteriores y Culto

A Su Excelencia el señor Embajador de la República Federal  
de Alemania  
Doctor Ernst-Günther Mohr  
Buenos Aires

[TRANSLATION]

Buenos Aires, 10 October 1967

Excellency,

I have the honour to acknowledge receipt of your note of today's date, the text of which is as follows :

[See note I]

I have the honour to inform you that the proposals set out in your note as reproduced above are acceptable to my Government and that, consequently, your note and this reply shall constitute an agreement between our two Governments.

I avail myself of this opportunity, etc.

Nicanor COSTA MÉNDEZ  
Minister for Foreign Affairs  
and Public Worship

H.E. Mr. Ernst-Günther Mohr  
Ambassador of the Federal Republic  
of Germany  
Buenos Aires

[TRADUCTION]

Buenos Aires, le 10 octobre 1967

Monsieur l'Ambassadeur,

J'ai l'honneur d'accuser réception de votre note du 10 octobre 1967 dont le texte est le suivant :

[Voir note I]

Je tiens à confirmer que les dispositions de ladite note rencontrent l'agrément de mon Gouvernement et que votre note et la présente réponse constituent un accord entre nos deux Gouvernements.

Veillez agréer, etc.

Nicanor COSTA MÉNDEZ  
Ministre des relations extérieures  
et du culte

Son Excellence  
Monsieur Ernst-Günther Mohr  
Ambassadeur de la République  
fédérale d'Allemagne  
Buenos Aires