

No. 15055

**SPAIN
and
PERU**

Agreement on technical co-operation, supplementing the Agreement on social co-operation of 24 July 1964, for the implementation of a manpower training programme in fisheries, handicrafts and mining, in Peru (with protocol). Signed at Lima on 15 September 1976

Authentic text: Spanish.

Registered by Spain on 18 October 1976.

**ESPAGNE
et
PÉROU**

Accord de coopération technique, complétant l'Accord de coopération sociale du 24 juillet 1964, destiné à mettre au point un programme de formation de main-d'œuvre dans les domaines de la pêche, de l'artisanat et des industries extractives au Pérou (avec protocole). Signé à Lima le 15 septembre 1976

Texte authentique : espagnol.

Enregistré par l'Espagne le 18 octobre 1976.

[TRANSLATION — TRADUCTION]

AGREEMENT¹ ON TECHNICAL CO-OPERATION BETWEEN SPAIN AND PERU, SUPPLEMENTING THE AGREEMENT ON SOCIAL CO-OPERATION,² FOR THE IMPLEMENTATION OF A MANPOWER TRAINING PROGRAMME IN FISHERIES, HANDICRAFTS AND MINING IN PERU

The Governments of Spain and Peru, in implementation of the provisions of the Agreement on social co-operation between Spain and Peru signed by the two Governments on 24 July 1964² and of the Basic Agreement on scientific and technical co-operation signed on 30 June 1971,³ have concluded this Supplementary Agreement on technical co-operation, with the following provisions:

Article I. The Peruvian Government requests the co-operation of the Spanish Government to undertake a comprehensive programme of vocational training to meet the manpower requirements of the fisheries and handicraft sectors, as well as those of the programme to be undertaken by the Spanish company ADARO at Bayóvar.

Article II. The Peruvian agencies responsible for undertaking the programmes shall be the Ministry of Fisheries, the Ministry of Industry and Tourism and the Ministry of Energy and Mines, without prejudice to any co-ordination that may be required on the part of the Multisectoral Committee for Special Vocational Training (COMUCPE).

Article III. By this Agreement, the Spanish Government undertakes to:

1. Send to Peru a technical co-operation mission composed of five experts to advise the Ministry of Fisheries on the organization and implementation of vocational training programmes in fisheries. These experts shall work in Peru for a total period of ninety expert-months.
2. Send to Peru a technical co-operation mission composed of five experts to advise the Ministry of Industry and Tourism on the implementation of a national manpower training programme for the handicrafts sector. These experts shall work in Peru for a total period of ninety expert-months.
3. Send to Peru a technical co-operation mission composed of six experts to advise the Ministry of Energy and Mines on the execution of a manpower training programme to fulfil the total anticipated requirements for the entire Bayóvar project. These experts shall work in Peru for a total period of one hundred and eight expert-months.
4. Grant and defray the costs of thirty-two fellowships for the completion, in Spain, of the training of the Peruvians who shall work as counterparts to the Spanish experts.

¹ Came into force on 15 September 1976 by signature, with effect from 1 January 1977, in accordance with article XIII.

² See p. 95 of this volume.

³ See p. 103 of this volume.

5. Provide Peru, where necessary, and free of charge, with the Spanish reference and teaching materials (teaching kits and basic textbooks) it requires to launch the co-operation programmes for which provision is made in this Agreement.

Article IV. The Protocol annexed to this Supplementary Agreement sets forth the technical qualifications of the Spanish experts and of their Peruvian counterparts, together with the time-table envisaged for the normal completion of the activities mentioned herein.

Article V. The travel costs and remuneration of the Spanish experts to whom reference is made in article III shall be met in their entirety by the Spanish Government.

Article VI. The fellowships to which reference is made in article III, paragraph 4, shall be of an average duration of three months, and the amounts thereof, in pesetas, shall cover the cost of instruction, accommodation, subsistence, working and information materials, any travel included in the programme in Spain, and the return tickets of fellowship-holders to Peru.

Article VII. Should the Peruvian Government wish to acquire machinery, equipment or teaching materials in Spain for the purposes of the programmes for which provision is made in this Agreement, the Spanish Government shall act as the agent of the Peruvian Government in dealing with Spanish companies for the purpose of obtaining goods on the same terms and of the same quality as if they were being purchased for the Spanish Government itself; it shall inspect the shipments by means of appropriate checks before their dispatch from Spain.

Article VIII. The obligations assumed by the Spanish Government under this Agreement shall be fulfilled by the Ministry of Labour.

Article IX. By this Agreement, the Peruvian Government undertakes to:

1. Grant the optimum facilities for the execution of the provisions of this Agreement.
2. Provide the centres where the programmes for which provision is made in this Agreement are to be undertaken.
3. Meet the costs of the teaching, administrative and supplementary facilities envisaged for the proper operation of the centres.
4. Make available to the programmes the executive, teaching, technical, administrative and service staff required for proper operation of the programmes, with the sole exception of the experts to be provided by the Spanish Government.
5. Meet the maintenance, overhead, staff and any other costs, as may prove necessary for the proper operation of the programmes.
6. Meet the cost of travel to Spain of the fellowship-holders to whom reference is made in article III, paragraph 4, of this Agreement.
7. Provide health insurance for the experts and the members of their families residing with them in Peru throughout the period of the mission assigned to them pursuant to this Agreement. Such insurance shall, as a minimum, cover the risks of endemic diseases, serious illnesses, surgery and in-patient treatment in clinics or hospitals.

Article X. The Peruvian Government shall provide the Spanish experts with the working materials and secretarial services necessary for the fulfilment of their mission. It shall likewise provide the experts with transport for travel in connexion with their work assignments in Peru.

The Peruvian Government shall grant to the Spanish experts whom the Spanish Government shall send to Peru, by virtue of this Agreement, all the exemptions and benefits stipulated in the Basic Agreement on Technical Co-operation between Spain and Peru of 30 June 1971.

Article XI. The undertakings assumed by the Peruvian Government under this Agreement shall be fulfilled by the Ministry of Fisheries, the Ministry of Industry and Tourism and the Ministry of Energy and Mines, each being responsible for the respective area assigned to it under the terms of this document.

Article XII. In order to guarantee the effective fulfilment of this Agreement, an Advisory Committee shall be established composed of Peruvian representatives and representatives of the Spanish Embassy in Lima, of whom one shall obligatorily be a representative of the General Sub-Department for International Social Affairs of the Spanish Ministry of Labour and another the head of the technical co-operation missions sent to Peru.

Without prejudice to whatever else it may itself decide, the functions of the Advisory Committee shall be as follows:

- (a) To supervise the implementation of the technical co-operation programme covered by this Agreement.
- (b) To give advice on appropriate measures to ensure optimum benefit from Spanish co-operation.
- (c) To intervene in matters where its high-level advice may be appropriate to remedy any possible anomalies in the execution of the Agreement.
- (d) Where necessary, to propose to the parties amendments to this Agreement or the widening of its scope.

Article XIII. This Agreement supplementing the Agreement on Social Co-operation between Spain and Peru shall enter into force on the date of signature, and the execution thereof shall commence on 1 January 1977.

DONE at Lima, on the fifteenth day of the month of September of the year one thousand nine hundred and seventy-six, in duplicate, both texts being equally authentic.

For the Spanish
Government:

[Signed]

JOSÉ MARÍA MORO MARTÍN-MONTALBO
Ambassador of Spain to Peru

For the Peruvian
Government:

[Signed]

JOSÉ DE LA PUENTE RADBILL
Minister for Foreign Affairs

PROTOCOL ANNEXED TO THE AGREEMENT ON TECHNICAL CO-OPERATION, SUPPLEMENTING THE AGREEMENT ON SOCIAL CO-OPERATION BETWEEN SPAIN AND PERU, FOR THE IMPLEMENTATION OF A MANPOWER TRAINING PROGRAMME IN FISHERIES, HANDICRAFTS AND MINING IN PERU

Pursuant to the provisions of article IV of the Supplementary Agreement, and for the purpose of expediting the implementation of the operative part thereof, as well as adapting it to the development requirements of each of the component programmes of the Agreement, this annex covers the technical elements which are to govern the said Agreement.

To those ends, emphasis is laid on the following points:

1. **EXPERTS.** The designation "expert" shall apply to those Spanish technical personnel who, in addition to a practical skill, possess a range of specific attributes qualifying them to pass on their own knowledge to others, thereby contributing to the training and advanced training of technical personnel in their own trade.

Most important among the specific attributes that they must possess are those relating to thorough mastery of methodology and teaching, human relations, analysis of the job and of the trade, and the preparation and adaptation of teaching media.

A "special expert" is one with wide-ranging experience in planning and organizing vocational training, who is thereby qualified to draw up and implement either specific or generic plans and programmes, co-ordinating the work of the experts in specific trades.

Finally, the head of the technical co-operation missions to Peru shall be an expert who, as well as meeting the conditions mentioned in the preceding paragraph, will be responsible for heading the missions, co-ordinating the work of all the experts and, in addition, performing those representational functions of which he shall be advised in the relevant technical co-operation mission orders.

2. **FUNCTIONS OF THE EXPERTS.** Although the functions of the experts must be adaptable to the practical requirements of the programmes at every stage of their implementation, the primordial functions of all the experts shall be to train their respective Peruvian counterparts.

In addition, the experts generally shall:

- Identify the training requirements and suitability of workers in their respective trades.
- Help to draw up the curricula for the various courses and levels of vocational training and advanced training.
- Select, adapt and/or prepare teaching and audio-visual materials to fit any given case.
- Give advice, where necessary, on matters relating to workshop and laboratory facilities for their trades.
- Participate in the organization and conduct of training courses for instructors.
- Participate in the conduct of technical training courses in their own trades.

3. **FUNCTIONS OF THE HEAD OF MISSION.** The head of mission shall also perform the following functions:

- Represent the Spanish Ministry of Labour in contacts with the agencies with which the Spanish technical co-operation missions are working.

- Represent the Spanish Ministry of Labour in contacts with the Peruvian authorities, through the intermediary of the Spanish Embassy at Lima.
- Co-ordinate the work of the experts assigned to the technical co-operation mission.
- Prepare mission reports in accordance with rules of which he shall have been advised by the Spanish Ministry of Labour.
- Propose to the Peruvian authorities any adjustments and modifications as may be required for the ongoing adaptation of the curricula to fit the operational requirements and possibilities at any given time.
- Participate in the selection of Peruvian nationals to travel to Spain on fellowships in order to follow vocational training and advanced training courses.

4. DESCRIPTION OF THE EXPERTS TO BE INCLUDED IN THE TECHNICAL CO-OPERATION MISSIONS TO PERU

Fisheries

(a) *Fishing gear expert.* Certified fishing skipper with proven experience in handling fishing nets and gear.

(b) *Industrial refrigeration expert.* With technical diploma and proven experience in the maintenance of refrigeration plants. Must have reached at least the SEAF/PPO trainer level.

(c) *Marine engine expert.* Certified skilled marine or industrial expert or marine engineer with proven experience in the assembly and maintenance of marine engines.

(d) *Marine electronics expert.* With technical diploma and experience in marine electronics, especially in the handling and maintenance of fish location equipment.

(e) *Expert fishing-skipper trainer.* With fishing captain's licence and experience in handling sea-going fishing vessels and in training fishing skippers.

Handicrafts

(a) *Expert in the development of small-scale businesses.* With technical diploma and experience in planning and over-all development of small businesses. With SEAF/PPO instructor level or similar.

(b) *Experts for the specific development of handicrafts.* There is provision for two of the experts to handle the development of arts and crafts production and the two others the development of small-scale handicrafts businesses.

Bayóvar project (Mining)

(a) *Repair and maintenance engineer.* With proven experience in maintenance engineering and adult vocational training, as well as in the handling of mining machinery. Must have reached the SEAF/PPO instructor level or similar and hold a technical diploma.

(b) *Industrial electrical repairman.* With proven experience in electrical installation and maintenance and in adult vocational training. Experience in mining work desirable. Must have reached the SEAF/PPO instructor level or similar and hold a technical diploma.

(c) *Plant operator.* With proven experience in the appropriate trade and in adult vocational training, as well as in mining work. Must have reached the SEAF/PPO instructor level or similar and hold a technical diploma.

(d) *Heavy machinery expert.* With proven experience in civil engineering and mining machinery, as well as adult vocational training. Must have reached the SEAF/PPO instructor level or similar and hold a technical diploma.

(e) *Machine tool expert.* With proven experience in the trade and in adult vocational training. Must have reached the SEAF/PPO instructor level or similar and hold a technical diploma.

(f) *Welding expert.* With proven experience in the trade and in adult vocational training. Must have reached the SEAF/PPO trainer level or similar.

5. TIMETABLE FOR THE ACTIVITIES OF THE EXPERTS

Fisheries

<i>Experts</i>	<i>Expert-months</i>			<i>Total</i>
	<i>1977</i>	<i>1978</i>	<i>1979</i>	
Fishing gear	12	6	—	18
Industrial refrigeration	—	6	12	18
Marine engines	6	12	—	18
Marine electronics	—	12	6	18
Fishing skippers	12	6	—	18
TOTALS	30	42	18	90

Handicrafts

<i>Experts</i>	<i>Expert-months</i>			<i>Total</i>
	<i>1977</i>	<i>1978</i>		
Development of small-scale business	12	6		18
Expert glass-blower	6	12		18
Arts and crafts expert	6	12		18
Small-scale marketing expert	6	12		18
Industrial design expert	12	6		18
TOTALS	42	48		90

Bayóvar project (Mining)

<i>Experts</i>	<i>Expert-months</i>			<i>Total</i>
	<i>1977</i>	<i>1978</i>	<i>1979</i>	
Repair and maintenance engineer	12	6	—	18
Industrial electrical repairman	12	6	—	18
Heavy machinery	12	6	—	18
Machine tools	6	12	—	18
Welding	—	12	6	18
Plant operator	—	12	6	18
TOTALS	42	54	12	108

6. PERUVIAN COUNTERPARTS. We describe as counterparts those Peruvian nationals working as the opposite numbers of the Spanish experts.

The counterparts will work in close conjunction with their respective experts, who shall transmit all their knowledge to them so that, once an expert has completed his mission, his corresponding counterpart is able to assume full responsibility on a permanent basis for the appropriate trade in the institution or agency where he is employed.

The Spanish experts are not being sent to Peru to take the place of Peruvian nationals, but to help them place themselves in the best possible position to improve their performance of their duties. For this reason, it is necessary that the respective counterparts be designated prior to the arrival of the experts so that maximum advantage can be taken of the latter's presence in Peru.

7. FUNCTIONS OF THE PERUVIAN COUNTERPARTS. The counterparts shall perform duties identical to those assigned to the respective experts.

In the initial stage, the expert shall lay down the guidelines for activities in his particular trade. As the counterpart gradually takes over responsibility for the duties relevant to the job, the expert shall focus his attention on those aspects not hitherto absorbed by his counterpart.

In the final stage, the counterpart shall assume responsibility for all the duties involved in the job and shall take the initiative, while the expert acts solely as an adviser, helping the counterpart to correct and improve his performance.

8. DESCRIPTION OF THE PERUVIAN COUNTERPARTS. The same as for the respective Spanish experts.

9. TIMETABLE FOR PERUVIAN COUNTERPART FELLOWSHIPS

Fisheries

<i>Year</i>	<i>No. of fellowship-holders</i>
1977	4
1978	4
1979	2
	TOTAL 10 fellowship-holders

Handicrafts

<i>Year</i>	<i>No. of fellowship-holders</i>
1977	3
1978	3
1979	4
	TOTAL 10 fellowship-holders

Mining

<i>Year</i>	<i>No. of fellowship-holders</i>
1977	4
1978	4
1979	4
	TOTAL 12 fellowship-holders

10. This Protocol shall enter into force on the same date as the Agreement on Technical Co-operation, supplementing the Agreement on Social Co-operation between Spain and Peru, for the Implementation of a Manpower Training Programme in Fisheries, Handicrafts and Mining in Peru.

DONE at Lima, on the fifteenth day of the month of September of the year one thousand nine hundred and seventy-six, in duplicate, both texts being equally authentic.

For the Spanish Government:

[Signed]

JOSÉ MARÍA MORO MARTÍN-MONTALBO
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