

No. 15072

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**AUSTRIA**  
and  
**BOLIVIA**

**Agreement concerning the establishment and administration of a technical training centre for miners (foremen) in Bolivia. Signed at La Paz on 29 March 1972**

**Additional Agreement to the above-mentioned Agreement. Signed at La Paz on 15 May 1974**

*Authentic texts: German and Spanish.*

*Registered by Austria on 29 October 1976.*

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**AUTRICHE**  
et  
**BOLIVIE**

**Accord relatif à la création et à la gestion d'un centre de formation de mineurs (porions) en Bolivie. Signé à La Paz le 29 mars 1972**

**Accord additionnel à l'Accord susmentionné. Signé à La Paz le 15 mai 1974**

*Textes authentiques : allemand et espagnol.*

*Enregistrés par l'Autriche le 29 octobre 1976.*

[TRANSLATION — TRADUCTION]

AGREEMENT<sup>1</sup> BETWEEN THE REPUBLIC OF AUSTRIA AND THE  
REPUBLIC OF BOLIVIA CONCERNING THE ESTABLISHMENT  
AND ADMINISTRATION OF A TECHNICAL TRAINING CENTRE  
FOR MINERS (FOREMEN) IN BOLIVIA

The Federal President of the Republic of Austria and the President of the Republic of Bolivia, desiring to cooperate in the area of technical and vocational training, have decided to sign an agreement and have appointed as their plenipotentiaries:

The Federal President of the Republic of Austria: Dr. Erich M. Schmid, Ambassador Extraordinary and Plenipotentiary of the Republic of Austria to the Republic of Bolivia;

The President of the Republic of Bolivia: Dr. Mario R. Gutiérrez Gutiérrez, Minister for Foreign Relations and Worship;

who, after exchanging their approved powers in good and due form, have reached the following Agreement:

*Article I.* The Contracting Parties hereby jointly establish a technical training centre for Bolivian miners (foremen) in Oruro in accordance with the following Agreement or "project".

This training centre shall be under the authority of the Corporación Minera de Bolivia (Bolivian Mining Corporation).

*Article II.* 1. The training centre shall perform the following functions:

- (a) plan and organize training courses for qualified Bolivian miners;
- (b) give technical training by providing instruction for a total of 30 to 40 participants over a two-year teaching period.

2. To this end, two years of instruction and training shall be given in accordance with a training programme worked out between the Austrian director of the centre and the competent Bolivian authorities. In the event of disagreement, the Austrian director shall decide whether or not to include subjects relating to the mining activities specified in the training programme.

3. The admission of candidates to the training centre shall be subject to the following qualifications:

- (a) certificate of completion of elementary education;
- (b) proof of several years' experience as a miner;
- (c) certificate of mental and physical health;
- (d) successful completion of an entrance examination conducted by the centre's instructors.

4. Training and completion thereof shall take place in accordance with Bolivian regulations. Those who complete the course successfully shall receive a

<sup>1</sup> Came into force on 11 January 1976, i.e., 60 days after the date of the exchange of the instruments of ratification, which took place at La Paz on 12 November 1975, in accordance with article XIII(2).

diploma qualifying them as graduates of a middle-level technical school trained to do mining work in Bolivia.

*Article III.* 1. Over a two-year period from the date on which courses commence, the Republic of Austria shall:

- (a) send three instructors, including the Austrian director of the centre, to Oruro;
- (b) pay the salaries, foreign service allowance, travel costs and sickness and accident insurance of instructors and their families;
- (c) provide, on a one-time basis, the equipment required for the proper functioning of the centre. This shall include teaching machines, materials and instruments, and implements and tools for theoretical and practical training, shipped to Oruro, via Arica, Chile.

2. Unless damaged by normal wear and tear, the equipment referred to in paragraph 1 (c) shall fully and permanently remain at the disposal of the training centre so that it can fulfil its task. Two years after the beginning of the planned courses, it shall automatically become the property of the centre at the same time as the Bolivian Mining Corporation takes over the centre's administration.

*Article IV.* The Republic of Bolivia shall provide:

- (a) a co-director and, working with the Austrian instructors, the necessary staff who, when the agreement expires, must be able to guarantee the continued operation of the training centre;
- (b) an appropriate number of employees and assistants so that training courses, workshops and the administration of the training centre can be maintained and properly conducted.

*Article V.* 1. The Republic of Bolivia shall also contribute:

- (a) an appropriate site with basic facilities for the building of the centre;
- (b) a suitable building equipped for the operation of the training centre, including the necessary subsidiary buildings with an appropriate number of rooms for administration, teaching, workshops, recreation, the storage of materials, fuel, gasoline and vehicles and the necessary sanitary and electrical installations. The buildings shall be equipped and fitted out for the purposes of the training centre, with the exception of equipment provided by the Republic of Austria in accordance with article III (1) (c) of this Agreement;
- (c) appropriate, reasonably furnished living quarters with the necessary water and electric power supply, or an adequate housing allowance paid in cash for the Austrian instructors and their families;
- (d) current operating expenditures for the training centre, in particular for the maintenance and repair of buildings, installations, machines and vehicles and for the necessary services; also taxes, duties and the cost of transportation, water, electricity, fuel and telephone;
- (e) medical care, hospital treatment and surgery (with the exception of dental surgery and dental prosthetics) for the Austrian director and the other Austrian instructors, through the Bolivian Mining Corporation.

2. Special care shall be given in cases of injury, illness or death of the Austrian director or other Austrian instructors which are related to the exercise of their functions.

*Article VI.* 1. The training centre shall be directed by the Austrian director, with the assistance of the Bolivian co-director. The Austrian director shall be responsible for all matters relating to the centre's Austrian staff and for the technical training of course participants. One of his main duties shall also be the training and advanced training of the centre's Bolivian staff so that they are qualified to take over the management of the centre two years after entering its employment.

2. With regard to technical training, the director shall also be entitled to supervise the Bolivian instructors. He shall not be responsible for the teaching of non-technical subjects. He shall be responsible for the financial management of the centre.

3. The Austrian director shall have the right to determine whether to admit or expel course participants and to direct entrance examinations and final examinations. He shall also evaluate course participants in conjunction with the Bolivian co-director and in accordance with Bolivian educational guidelines.

*Article VII.* 1. The Republic of Bolivia shall be responsible for the reception of equipment shipped to Oruro by the Republic of Austria in accordance with article III (1) (c).

2. The Republic of Bolivia shall take the necessary technical steps to install and put into operation the equipment provided by the Republic of Austria in accordance with article III (1) (c) and shall be responsible for the cost of installation and maintenance in accordance with the instructions of the Austrian director.

3. The Republic of Bolivia shall exempt the equipment supplied by the Republic of Austria in accordance with article III (1) (c) of this Agreement, including teaching aids required by the Austrian director and Austrian instructors to carry out their work, from all import duties and all other taxes and duties, including all customs, State, regional and communal taxes.

4. The Republic of Bolivia shall be responsible for insuring such equipment against fire, civil liability and theft once it has arrived in Oruro.

*Article VIII.* 1. The Republic of Bolivia shall:

- (a) permit the Austrian director, the other Austrian instructors, and their families and members of their household to enter and leave the country at any time and without payment of duties and shall issue without delay the necessary work and residence permits required for the implementation of the project;
- (b) grant the Austrian director and the other Austrian instructors the necessary credentials issued by the competent Bolivian State authorities so that they can perform the tasks entrusted to them;
- (c) allow the Austrian director, the other Austrian instructors, their families and members of their household, during their stay in Bolivia and on a one-time basis, to import and export, tax and duty-free and without paying a deposit, objects intended for their personal use. This shall include for each family: a motorcar or motorcycle, the necessary spare parts, spare and replacement tyres, a refrigerator, a washing machine, a television, a radio, a tape recorder, a record player, small electric utensils and air conditioners, a camera and accessories, a cine camera and the necessary films, projector and accessories, medicines required for their personal use and children's and diet food;
- (d) grant the Austrian director, his Austrian co-workers and their families the same protection as that afforded to experts of equivalent rank working for international organizations in Bolivia.

2. The Republic of Bolivia shall be liable for all damages caused to third parties by the Austrian director or the other Austrian instructors in connexion with implementation of the project. In respect of such damages, the Republic of Bolivia shall not demand compensation from nor make claims against the Austrian director or the other Austrian instructors. The Republic of Bolivia shall take action against the Austrian director or the other Austrian instructors only if they have caused damage by negligence or omission.

3. The Republic of Bolivia shall be liable for all damages arising from the implementation of the project.

*Article IX.* The Republic of Bolivia undertakes to allow the Bolivian Mining Corporation to take over the management of the training centre two years after it has been brought into operation and to run it on its own thereafter.

*Article X.* The Contracting Parties shall inform one another of their fulfilment of the obligations entered into under this Agreement.

*Article XI.* The provisions of this Agreement shall also apply, prior to its entry into force as part of Austrian-Bolivian co-operation, to Austrian experts already working on this project in Bolivia.

*Article XII.* Disputes relating to the interpretation or application of this Agreement shall be settled through the diplomatic channel.

*Article XIII.* 1. This Agreement shall be ratified. Exchange of the documents of ratification shall take place in La Paz.

2. This Agreement shall enter into force 60 days after the exchange of the instruments of ratification.

*Article XIV.* 1. This Agreement shall be valid for two years and may be extended by a further year unless advance notice is given of termination.

2. The Agreement may be revoked by either of the Contracting Parties by giving three months' notice in writing, at the end of the year, through the diplomatic channel.

IN WITNESS WHEREOF, the plenipotentiaries hereby sign and seal this Agreement.

DONE at La Paz on 29 March 1972, in two original texts, in the German and Spanish languages, both texts being equally authentic.

For the Republic of Austria:  
ERICH SCHMID

For the Republic of Bolivia:  
MARIO R. GUTIÉRREZ

## [TRANSLATION — TRADUCTION]

ADDITIONAL AGREEMENT<sup>1</sup> TO THE AGREEMENT OF 29 MARCH 1972<sup>2</sup> BETWEEN THE REPUBLIC OF AUSTRIA AND THE REPUBLIC OF BOLIVIA CONCERNING THE ESTABLISHMENT AND ADMINISTRATION OF A TECHNICAL TRAINING CENTRE FOR MINERS (FOREMEN) IN BOLIVIA

The Federal President of the Republic of Austria and the President of the Republic of Bolivia, desiring to pursue in the form of short courses for Bolivian miners their co-operation in the field of technical and vocational training initiated by the Agreement of 29 March 1972<sup>2</sup> between the Republic of Austria and the Republic of Bolivia concerning the establishment and administration of a technical training centre for miners (foremen) in Bolivia,<sup>2</sup> have to that end decided to conclude the following Supplementary Agreement and have appointed as their plenipotentiaries:

The Federal President of the Republic of Austria: Dr. Erich M. Schmid, Ambassador Extraordinary and Plenipotentiary;

The President of the Republic of Bolivia: General Alberto Guzmán Soriano, Minister for Foreign Relations and Worship.

*Article I.* The Contracting Parties shall continue to provide training to Bolivian miners in the form of practical, specialized courses. The Austrian-Bolivian mining school in Oruro shall serve as an administrative centre for organizing advanced training courses and imparting the necessary theoretical knowledge.

*Article II.* The training courses shall be designed to raise the level of miners' training in the activities most vital to the functioning of a mine (principally drilling, the use of explosives, shoring, propping, working of seams).

*Article III.* Courses shall be given in the mines themselves. In the selection of mines, preference shall be given to those administered by the Corporación Minera de Bolivia (COMIBOL). Courses may also be held in private mines, however, with COMIBOL's consent.

*Article IV.* Course participants shall be chosen by the competent Bolivian authorities. The Austrian director shall have the right to reject candidates for the course or to expel participants, giving the reasons for such action. On successfully completing a course, participants shall receive a certificate of attendance.

*Article V.* 1. The Republic of Austria shall make available, for a two-year period, two instructors, one of whom shall at the same time act as director. The Republic of Austria shall pay the salaries of the instructors and shall defray the travel and social security costs of the instructors and their spouses.

2. The Republic of Austria shall also deliver at its own cost to Oruro such machines, tools and teaching aids as are required to conduct the training courses. Such equipment shall, unless damaged by normal wear and tear, become the property of the Republic of Bolivia two years after courses begin.

<sup>1</sup> Came into force on 11 January 1976, i.e., 60 days after the date of the exchange of the instruments of ratification, which took place at La Paz on 12 November 1975, in accordance with article X (2).

<sup>2</sup> See p. 103 of this volume.

*Article VI.* The Republic of Bolivia undertakes to:

1. make available auxiliary teaching staff recruited preferably from among graduates of the first course given at Austrian-Bolivian mining school in Oruro;
2. provide the necessary class-rooms in Oruro and in the mines, defray the operating costs for such premises and permit the use of machinery and tools previously used in the Austrian-Bolivian mining school in Oruro;
3. provide the necessary means of transport for the Austrian and Bolivian instructors;
4. provide adequate housing for both Austrian instructors and defray the current costs of such housing;
5. provide free medical care (with the exception of dental surgery and prosthetics) for the Austrian instructors, at COMIBOL medical centres;
6. exempt from all customs duties and other charges machines, tools and teaching aids supplied by the Republic of Austria in accordance with article V.

*Article VII.* Concerning the establishment and administration of a technical training centre for miners (foremen) in Bolivia, the provisions of article VIII of the Agreement of 29 March 1972 between the Republic of Austria and the Republic of Bolivia shall also apply to the Austrian instructors mentioned in this Supplementary Agreement.

*Article VIII.* Disputes relating to the interpretation or application of this Supplementary Agreement shall be settled through the diplomatic channel.

*Article IX.* 1. This Supplementary Agreement shall be valid for two years and may be extended by a further year unless notice is given of termination in accordance with paragraph 2 of this article on the date specified therein.

2. This Supplementary Agreement may be revoked by either of the Contracting Parties by giving three months' notice in writing at the end of the year, through the diplomatic channel.

3. Should the Agreement of 29 March 1972 between the Republic of Austria and the Republic of Bolivia concerning the establishment and administration of a technical training centre for miners (foreman) in Bolivia be revoked, this Supplementary Agreement shall be revoked automatically.

*Article X.* 1. This Agreement shall be ratified. Exchange of the documents of ratification shall take place in La Paz.

2. This Supplementary Agreement shall enter into force 60 days after the exchange of the instruments of ratification.

IN WITNESS WHEREOF, the plenipotentiaries hereby sign and seal this Supplementary Agreement.

DONE at La Paz on 15 May 1974, in two original texts, in the German and Spanish languages, both texts being equally authentic.

For the Republic of Austria:  
ERICH M. SCHMID

For the Republic of Bolivia:  
GUZMÁN SORIANO