

No. 17817

**SPAIN
and
BRAZIL**

**Supplementary Agreement on technical co-operation in irrigation and drought control (with annexed protocol).
Signed at Madrid on 23 October 1974**

Exchange of notes constituting an agreement amending the above-mentioned Agreement. Brasília, 8 February and 12 May 1977

Authentic texts: Spanish and Portuguese.

Registered by Spain on 22 May 1979.

**ESPAGNE
et
BRÉSIL**

Accord complémentaire de coopération technique en matière d'irrigation et de lutte contre la sécheresse (avec protocole annexe). Signé à Madrid le 23 octobre 1974

Échange de notes constituant un accord modifiant l'Accord susmentionné. Brasília, 8 février et 12 mai 1977

Textes authentiques : espagnol et portugais.

Enregistrés par l'Espagne le 22 mai 1979.

[TRANSLATION — TRADUCTION]

SUPPLEMENTARY AGREEMENT¹ ON TECHNICAL CO-OPERATION IN IRRIGATION AND DROUGHT CONTROL BETWEEN THE GOVERNMENT OF SPAIN AND THE GOVERNMENT OF THE FEDERATIVE REPUBLIC OF BRAZIL

The Government of Spain and the Government of the Federative Republic of Brazil,

Desiring to extend and improve the collaboration existing between the two countries and to strengthen and develop their relations in the agricultural sector, especially in the agricultural processing industry, have decided to conclude this Supplementary Agreement on Technical Co-operation in Irrigation and Drought Control, pursuant to the Basic Agreement on Technical Co-operation concluded by the two Governments on 1 April 1971,² and appoint as their respective Plenipotentiaries:

His Excellency the Head of the Spanish State: His Excellency Mr. Pedro Cortina y Mauri, Minister for Foreign Affairs, and

His Excellency the President of the Federative Republic of Brazil: His Excellency Mr. Manoel Emilio Pereira Guilhon, Ambassador of Brazil in Spain,

who, having exchanged their full powers, found in good and due form, agree as follows:

Article 1. 1. The two Governments decide to combine their efforts to open up and develop irrigable land, especially in irrigation areas in the so-called “*Polígono das Secas*” of Brazil, through technical and professional collaboration between the competent national bodies in each of the two countries, namely, the National Agrarian Reform and Development Institute of Spain (hereinafter referred to as IRYDA) and the National Department of Drought Control of Brazil (hereinafter referred to as DNOCS).

2. To this end, the two Governments shall take the necessary action to enable IRYDA and DNOCS to organize, under the appropriate programmes, the exchange, collaboration and training of technicians specializing in opening up and developing irrigation areas, and to promote so far as possible, as a supplement to these training programmes, the organization of visits, missions, seminars and study and advanced training courses.

Article 2. 1. The financial obligations assumed by the Spanish Government under this Agreement shall be discharged by IRYDA, a branch of the Spanish Ministry of Agriculture, which shall pay the salaries accruing in Spain to the Spanish technicians who are to collaborate with DNOCS in Brazil, including members of the “Supervisory Team” of the programmes, and by the International Technical Co-operation Directorate of the Spanish Ministry of Foreign Affairs, which shall pay for the round-trip travel between Brazil and Spain, the monthly and subsistence allowances and the medical and hospital care of the Brazilian technicians who are to participate in the training programme in Spain.

¹ Came into force on 23 October 1974, the date of signature, in accordance with article 8.

² United Nations, *Treaty Series*, vol. 957, p. 95.

2. The two said authorities shall discharge the obligations referred to in the previous paragraph by using the respective allocations authorized in the budget.

3. The obligations assumed by the Brazilian Government shall be discharged by DNOCS, a branch of the Brazilian Ministry of the Interior.

Article 3. 1. IRYDA undertakes to carry out a programme for training DNOCS technicians in opening up and developing irrigation areas. This programme shall consist of periods in Spain lasting approximately six months to be spent in irrigable areas of IRYDA, during which, following the necessary theoretical course of information on the subject, the DNOCS technicians shall participate directly, together with IRYDA personnel, in the practical work of opening up and developing.

2. In principle, and except in cases of *force majeure*, this programme shall be spread over 10 six-month periods during each of which theoretical and practical training shall be given, at the same time, to five DNOCS technicians.

Article 4. 1. Concurrently with the training programmes in Spain for the Brazilian technicians of DNOCS referred to in the previous article, IRYDA shall make available to DNOCS a team of five high-level technicians with doctorates in agronomy and five technicians with degrees in agricultural engineering, who shall go to Brazil to collaborate directly with DNOCS in opening up and developing the irrigable areas in the so-called "*Polígono das Secas*".

2. The high-level technicians with doctorates in agronomy shall reside in the cities where the headquarters of the central or regional administration of DNOCS is situated and shall collaborate in preparing the irrigation plans and programmes and in providing supervision and support needed to ensure optimum implementation.

3. The intermediate-level agricultural engineering technicians who reside in the DNOCS areas of operation shall co-operate directly with the relevant co-ordinator in opening up and developing the respective irrigable areas.

Article 5. 1. The status of the Brazilian personnel serving in Spain and the Spanish personnel assigned to Brazil (DNOCS) and referred to in the previous two articles shall be governed by the protocol annexed to this Agreement.

2. This protocol shall form an integral part of the Agreement.

Article 6. In accordance with the spirit of the Basic Agreement on Technical Co-operation between Spain and Brazil of 1 April 1971, and noting the restrictions established in article VIII thereof, the Government of the Federative Republic of Brazil undertakes to provide the Spanish experts sent by IRYDA to DNOCS pursuant to this Agreement with all the facilities of whatever kind which the Government of the Federative Republic of Brazil may have established for experts from international organizations and shall provide them upon their arrival in the country with the appropriate document identifying them as international technicians after presentation of the relevant credentials.

Article 7. 1. IRYDA undertakes to maintain a Co-ordinator in Spain who shall be responsible for preparing and monitoring the training of DNOCS personnel in Spain and for supervising, co-ordinating and supporting the IRYDA personnel sent to Brazil. The Co-ordinator shall concern himself with the implementation of the programmes included in this Agreement, shall have the support, as necessary, of a "Supervisory Team" from IRYDA itself, and may travel to

Brazil but not more than twice a year, remaining there for not more than two months per trip.

2. DNOCS, for its part, undertakes to appoint a Co-ordinator who shall establish a permanent link between DNOCS and the IRYDA personnel, both those posted to Brazil and the members of the "Supervisory Team", in order to ensure optimum implementation of the technical co-operation programme. The DNOCS Co-ordinator may travel to Spain, as necessary, but not more than twice a year, remaining there for not more than 20 days per trip.

Article 8. This Agreement shall enter into force on the day of its signature and shall remain in force for a five-year period which shall be automatically renewable each year; it may be denounced by either of the two High Contracting Parties at six months' notice.

IN WITNESS WHEREOF the aforementioned Plenipotentiaries have signed this Supplementary Agreement on Technical Co-operation in Irrigation and Drought Control, pursuant to the existing Basic Agreement on Technical Co-operation between Spain and Brazil, in the city of Madrid, on 23 October 1974, in two copies, one in Spanish and the other in Portuguese, both texts being equally authentic.

For the Government
of the Spanish State:

[Signed]

PEDRO CORTINA MAURI
Minister for Foreign Affairs

For the Government
of the Federative Republic of Brazil:

[Signed]

MANOEL EMILIO PEREIRA GUILHON
Ambassador of Brazil in Madrid

ANNEXED PROTOCOL GOVERNING THE STATUS OF PERSONNEL REFERRED TO IN THE SUPPLEMENTARY BRAZILIAN-SPANISH AGREEMENT ON TECHNICAL CO-OPERATION IN IRRIGATION AND DROUGHT CONTROL

Clause 1. 1. For the purpose of carrying out the successive partial DNOCS-personnel training programmes referred to in article 3 of the Supplementary Agreement, the Government of Spain shall provide the Brazilian technicians with the following facilities:

- (a) Accommodation, not including food, in the IRYDA engineers' residences in the work areas;
- (b) An installation grant of 9,000 (nine thousand) pesetas;
- (c) A monthly grant of 14,400 (fourteen thousand four hundred) pesetas to cover additional expenses and technical supplies;
- (d) Air fares, Fortaleza-Madrid-Fortaleza, in tourist class;
- (e) Travel within Spain for work or training purposes;
- (f) A subsistence allowance of 1,200 (one thousand two hundred) pesetas whenever, for work or training purposes, they spend the night away from the residence assigned to them for implementing the programme;
- (g) Medical and hospital care.

2. DNOCS undertakes to supplement the study grant referred to in paragraph 1, subparagraph (c), of this clause with the equivalent in cruzeiros of \$US 260 (two hundred

and sixty dollars), and to pay the normal salaries to which its staff members are entitled during their stay in Spain.

3. If any of the Brazilian technicians is accompanied by his wife and minor children, IRYDA shall provide them with accommodation—not including food—in the engineers' residence designated for those carrying out the programme.

4. [IRYDA shall provide] medical and hospital care for wives and minor children of the DNOCS technicians posted to Spain, for the duration of their stay in that country.

5. DNOCS undertakes to provide a special grant to technicians who move with their families, namely, payment of travel expenses, Fortaleza-Madrid-Fortaleza, for the spouses and minor children.

Clause 2. 1. Similarly, the Government of the Federative Republic of Brazil shall provide the Spanish technicians referred to in article 4 of the Supplementary Agreement with the following facilities:

- (a) Air fares, Madrid-Fortaleza-Madrid, in tourist class;
- (b) Transport within Brazil, when in the service of DNOCS;
- (c) Travel subsistence equivalent to 1,200 (one thousand two hundred) pesetas, whenever they have to spend the night away from their established residence because of the exigencies of the service;
- (d) Medical and hospital care;
- (e) In the case of technicians living in the irrigated areas, DNOCS shall provide accommodation, not including food, in residences equivalent to those provided for its own senior staff and transport for those working in the aforementioned irrigation areas;
- (f) Monthly allowances equivalent to 78,000 (seventy-eight thousand) pesetas, for doctoral-level technicians, and equivalent to 54,000 (fifty-four thousand) pesetas for engineering technicians. Part of each grant, but not more than 24,000 (twenty-four thousand) pesetas per month, may be transferred to Spain and the cost of the transfer shall be borne by DNOCS.

2. IRYDA undertakes to pay its technicians the salaries accruing to them in Spain for the duration of their stay in Brazil.

3. For longer stays, IRYDA technicians assigned to Brazil shall normally be accompanied by their spouses and minor children. For those who have to reside in the irrigable areas proper, the accommodation provided by DNOCS shall be proportionate to their family circumstances.

4. DNOCS shall provide medical and hospital care for the spouses and minor children of IRYDA technicians assigned to Brazil for the duration of their stay in that country.

5. IRYDA undertakes to provide a special grant to technicians who move with their families, namely, payment of travel expenses, Madrid-Fortaleza-Madrid, of spouses and minor children.

Clause 3. 1. The Government of the Federative Republic of Brazil shall provide the IRYDA Co-ordinator referred to in article 7, paragraph 1, of the Supplementary Agreement with the following facilities:

- (a) Air fares, Madrid-Fortaleza-Madrid, in tourist class, but not more than two per year;
- (b) Travel within Brazil, when in the service of DNOCS;
- (c) Travel subsistence equivalent to 1,200 (one thousand two hundred) pesetas, whenever he has to spend the night away from his established residence in Fortaleza because of the exigencies of the service;
- (d) Medical and hospital care;

- (e) When he has to live in the irrigated areas proper, DNOCS shall provide accommodation, not including food, in residences equivalent to those provided for its own senior staff;
- (f) A cost-of-living allowance during his stays in Brazil, equivalent to 90,000 (ninety thousand) pesetas per month. The duration of the IRYDA Co-ordinator's stay in Brazil shall not exceed two months for each trip.

2. IRYDA undertakes to pay its Co-ordinator, for the duration of his stay in Brazil, the salary accruing to him in Spain.

Clause 4. 1. The Spanish Government shall provide the DNOCS Co-ordinator referred to in article 7, paragraph 2, of the Supplementary Agreement, when he has to travel to Spain, with the following facilities:

- (a) Air fares, Fortaleza-Madrid-Fortaleza, in tourist class, but not more than two per year;
- (b) Travel within Spain, as and when required by the service;
- (c) Travel subsistence equivalent to 1,200 (one thousand two hundred) pesetas, whenever he has to spend the night away from his established residence in Madrid because of the exigencies of the service;
- (d) Medical and hospital care;
- (e) Accommodation, not including food, in the IRYDA engineers' residences in the various work areas when he has to travel to them;
- (f) A cost-of-living allowance during his stays in Spain, equivalent to 90,000 (ninety thousand) pesetas per month. The duration of the DNOCS Co-ordinator's stay in Spain shall not exceed 20 days for each trip.

2. DNOCS undertakes to pay its Co-ordinator, for the duration of his stay in Spain, the salary accruing to him in Brazil.

Clause 5. The IRYDA technicians referred to in article 4 of the Supplementary Agreement shall be required, independently of the conditions set forth in clause 2, to comply with the following rules:

- (a) They shall be at least 30 years old and have at least eight years of professional experience, of which at least five must be in opening up irrigable land or developing irrigated areas;
- (b) The minimum stay of these technicians in Brazil shall be 12 months;
- (c) For each stay of one continuous year in Brazil, these technicians shall be entitled to one month's vacation in Spain, with all of their rights guaranteed, provided that they undertake to return to Brazil for a further 12-month period;
- (d) The air fares, Fortaleza-Madrid-Fortaleza, in tourist class, for the vacation period, shall be paid by DNOCS;
- (e) The air fares, Fortaleza-Madrid-Fortaleza, of the spouses and minor children of these technicians, where applicable, shall be paid by the Spanish Government;
- (f) If they are career personnel, the experts or technicians concerned shall have, for the duration of their assignment, the status of permanent staff on temporary assignment, in accordance with rule 20/d of the Staff Rules of Autonomous Bodies, it being understood that all the requirements set forth in the aforementioned rule have been met because they were appointed by the Presidency of IRYDA to carry out their assignment.

Clause 6. Both IRYDA and DNOCS reserve the right to send back to their place of origin any of the trainees or serving technicians judged to be unsuitable. In this case, such Spanish technicians shall be given at least 45 days' notice and such Brazilian tech-

nicians at least 30 days' notice. The Spanish technicians shall be replaced within an appropriate period so as to avoid jeopardizing the progress of the programmes.

Clause 7. The Supervisory Team referred to in article 7, paragraph 1, of the Supplementary Agreement shall be paid by IRYDA. For its part, DNOCS shall contribute to the maintenance of this Team in an amount equivalent to 2 per cent of the monthly salaries paid by DNOCS to the IRYDA technicians referred to in article 4 of the Supplementary Agreement.

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN SPAIN AND BRAZIL AMENDING THE SUPPLEMENTARY AGREEMENT OF 23 OCTOBER 1974 ON TECHNICAL CO-OPERATION IN IRRIGATION AND DROUGHT CONTROL²

ÉCHANGE DE NOTES CONSTITUANT UN ACCORD¹ ENTRE L'ESPAGNE ET LE BRÉSIL MODIFIANT L'ACCORD COMPLÉMENTAIRE DU 23 OCTOBRE 1974 DE COOPÉRATION TECHNIQUE EN MATIÈRE D'IRRIGATION ET DE LUTTE CONTRE LA SÉCHERESSE²

I

[SPANISH TEXT — TEXTE ESPAGNOL]

Brasília, 8 de febrero de 1977

Núm. 14
Ref. CT.1

Señor Ministro,

Dentro del marco del Acuerdo Básico de Cooperación Técnica suscrito entre nuestros países el día 1º de abril de 1971 y del Acuerdo Complementario de Cooperación Técnica en el campo de la Irrigación y Lucha contra las Sequías, de fecha 23 de octubre de 1974, y en nombre del Gobierno de España, tengo la honra de proponer a V.E. lo siguiente:

A. Añadir al referido Acuerdo Complementario una cláusula — número 8 — cuyo texto es el siguiente:

« Cláusula 8

1. Las cifras que figuran en las Cláusulas 1ª, puntos 1.b, 1.c, 1.f y 2; 2ª puntos 1.c y 1.f; 3ª puntos 1.c y 1.f y 4ª puntos 1.c y 1.f, serán revisadas periódicamente a fin de adecuarlas o los incrementos del coste de la vida que se hubieran producido en los países en que las cantidades correspondientes deban ser abonadas.

2. Las revisiones serán efectuadas en el mes de noviembre de cada año, tomando como base el índice oficial del coste de la vida, en cada uno de los países, correspondiente al mes de octubre de 1974, fecha de la firma del Acuerdo, y como índice de corrección el último disponible publicado oficialmente.

Los efectos económicos de las revisiones a que se hace referencia en el párrafo precedente entrarán en vigor a partir del 1º de enero del año siguiente.

3. Excepcionalmente, la primera revisión será realizada inmediatamente que la presente Cláusula haya sido aceptada por las dos Altas Partes Contratantes, y tendrá efectos económicos desde el 1º de enero de 1976. »

¹ Came into force on 12 May 1977, the date of the note in reply, in accordance with the provisions of the said notes.

² See p. 322 of this volume.

¹ Entré en vigueur le 12 mai 1977, date de la note de réponse, conformément aux dispositions desdites notes.

² Voir p. 328 du présent volume.

B. En el caso de que el Gobierno de la República Federativa del Brasil esté de acuerdo con lo dispuesto en el apartado anterior, la presente Nota y la respuesta de Vuestra Excelencia, expresando su conformidad, constituirán un acuerdo entre nuestros Gobiernos que entrará en vigor en la fecha de la Nota de respuesta.

Me valgo de la oportunidad, Señor Ministro, para expresar a Vuestra Excelencia el testimonio de mi más alta y distinguida consideración.

[Signed — Signé]

JOSÉ PÉREZ DEL ARCO
Embajador de España

S.E. Embajador Antonio Francisco Azeredo da Silveira
Ministro de Estado de Relaciones Exteriores
de la República Federativa del Brasil
Brasília

[TRANSLATION]

Brasília, 8 February 1977

No. 14
Ref. CT.1

Sir,

With reference to the Basic Agreement on Technical Co-operation, signed between our countries on 1 April 1971,¹ and the Supplementary Agreement on Technical Co-operation in Irrigation and Drought Control of 23 October 1974,² and on behalf of the Government of Spain, I have the honour to propose to you the following:

A. Add to this Supplementary Agreement a clause 8, to read as follows:

Clause 8

1. The figures cited in clause 1, paragraph 1, subparagraphs (b), (c) and (f), and paragraph 2; clause 2, paragraph 1, subparagraphs (c) and (f); clause 3, paragraph 1, subparagraphs (c) and (f); and clause 4, paragraph 1, subparagraphs (c) and (f),

[TRADUCTION]

Brasília, 8 février 1977

Nº 14
Réf. CT.1

Monsieur le Ministre,

Dans le cadre de l'Accord de base relatif à la coopération technique, conclu entre nos deux pays le 1^{er} avril 1971¹, et de l'Accord complémentaire de coopération technique en matière d'irrigation et de lutte contre la sécheresse, du 23 octobre 1974², j'ai l'honneur, au nom du Gouvernement de l'Espagne, de proposer à Votre Excellence ce qui suit :

A. Ajouter audit Accord complémentaire une clause 8 dont le texte est le suivant :

Clause 8

1. Les chiffres qui figurent dans les clauses 1, points 1, b, 1, c, 1, f, et 2; 2, points 1, c, et 1, f; 3, points 1, c, et 1, f, et 4, points 1, c, et 1, f, seront périodiquement révisés afin de les indexer sur l'augmentation du coût de la vie dans les pays où doivent

¹ United Nations, *Treaty Series*, vol. 957, p. 95.

² See p. 322 of this volume.

¹ Nations Unies, *Recueil des Traités*, vol. 957, p. 95.

² Voir p. 328 du présent volume.

shall be periodically revised to bring them into line with the cost-of-living increases which have occurred in the countries in which the relevant amounts are to be paid.

2. The revisions shall be made in the month of November of each year, taking as a base the official cost-of-living index in each of the countries for the month of October 1974, the date of the signing of the Agreement, and using the last available officially published adjustment index.

The economic effects of the revisions referred to in the previous paragraph shall apply as from 1 January of the following year.

3. By way of exception the first revision shall be made immediately after this clause has been accepted by the two High Contracting Parties, and its economic effects shall apply as from 1 January 1976.

B. If the Government of the Federative Republic of Brazil agrees with the provisions in the previous paragraph, this note and your reply, expressing your conformity, shall constitute an agreement between our Governments to enter into force on the date of the note of reply.

Accept, Sir, etc.

[Signed]

JOSÉ PÉREZ DEL ARCO
Ambassador of Spain

H.E. Ambassador
Antonio Francisco Azeredo
da Silveira
Minister of State for Foreign Affairs
of the Federative Republic of Brazil
Brasília

être versées les sommes correspondantes.

2. Ces révisions seront effectuées chaque année, en novembre, sur la base de l'indice officiel du coût de la vie, dans chacun des deux pays, correspondant au mois d'octobre 1974, date de la signature de l'Accord, le dernier indice officiel devant servir d'indice de rectification.

Les révisions susmentionnées porteront leurs effets économiques à compter du 1^{er} janvier de l'année suivante.

3. A titre exceptionnel, la première révision sera effectuée dès que la présente clause aura été acceptée par les deux Hautes Parties contractantes et portera ses effets économiques dès le 1^{er} janvier 1976.

B. Au cas où le Gouvernement de la République fédérative du Brésil se déclarerait disposé à accepter la proposition contenue dans le paragraphe précédent, la présente note et la réponse de Votre Excellence nous faisant part de son acquiescement constitueront un accord entre nos deux gouvernements, lequel entrera en vigueur à la date de votre note de réponse.

Veillez agréer, Monsieur le Ministre, les assurances de ma haute considération.

L'Ambassadeur d'Espagne,

[Signé]

JOSÉ PÉREZ DEL ARCO

Son Excellence
M. Antonio Francisco Azeredo
da Silveira
Ministre d'Etat des affaires étrangères
de la République fédérative du Brésil
Brasília

[TRANSLATION]

12 May 1977

DCOPT/DE-1/DAI/22/644(B46)(F4)

Sir,

I have the honour to refer to your note No. 14, dated 8 February 1977, which reads as follows:

[See note I]

2. In reply I have the honour to inform you that the Brazilian Government agrees with the terms of the note transcribed which, together with this reply, shall constitute an agreement between our two Governments to enter into force on today's date.

Accept, Sir, etc.

[Signed]

A. F. AZEREDO DA SILVEIRA

His Excellency

Mr. José Pérez del Arco
Ambassador Extraordinary
and Plenipotentiary of Spain

[TRADUCTION]

12 mai 1977

DCOPT/DE-1/DAI/22/644 (B46)(F4)

Monsieur l'Ambassadeur,

J'ai l'honneur d'accuser réception de votre note n° 14, du 8 février 1977, dont le texte en portugais est le suivant :

[Voir note I]

2. En réponse, je porte à votre connaissance que le Gouvernement brésilien a approuvé les termes de cette note, qui lui a été transcrite, laquelle avec celle-ci constituent entre nos deux gouvernements un accord qui entrera en vigueur à la date d'aujourd'hui.

Veillez agréer, Monsieur l'Ambassadeur, les assurances de ma haute considération.

[Signé]

A. F. AZEREDO DA SILVEIRA

Son Excellence

Monsieur José Pérez del Arco
Ambassadeur extraordinaire
et plénipotentiaire d'Espagne