

No. 18358

**SPAIN
and
INTERNATIONAL LABOUR ORGANISATION**

**Agreement on the joint development of programmes on
technical co-operation among Latin American coun-
tries. Signed at Geneva on 19 September 1979**

Authentic text: Spanish.

Registered by Spain on 20 March 1980.

**ESPAGNE
et
ORGANISATION INTERNATIONALE DU TRAVAIL**

**Accord en vue de la réalisation conjointe de programmes de
coopération technique dans les pays d'Amérique latine.
Signé à Genève le 19 septembre 1979**

Texte authentique : espagnol.

Enregistré par l'Espagne le 20 mars 1980.

[TRANSLATION — TRADUCTION]

AGREEMENT¹ BETWEEN THE GOVERNMENT OF SPAIN AND THE INTERNATIONAL LABOUR ORGANISATION ON THE JOINT DEVELOPMENT OF PROGRAMMES ON TECHNICAL CO-OPERATION AMONG LATIN AMERICAN COUNTRIES

The Government of Spain and the International Labour Organisation, in order to develop joint programmes of technical co-operation in labour and social matters for Spanish-speaking countries, have agreed as follows:

Article I. Upon the initiative and the request of either Party, the Spanish Government may collaborate in carrying out technical co-operation programmes in labour and social matters which the International Labour Organisation plans to develop for Spanish-speaking countries, either in the territory of the countries themselves, at ILO headquarters or in Spanish territory, according to the nature of the activities to be carried out.

Article II. The Spanish co-operation referred to in the preceding article may consist of:

- (1) Integral development of programmes agreed upon between ILO and Governments or institutions of the countries in question, the Spanish Government would be responsible for sending missions of experts to carry out the tasks included in these programmes;
- (2) Sending of specific experts requested by ILO to take part in missions, whether single-purpose or multidisciplinary;
- (3) Organization or development of or participation in seminars, symposia, forums, commissions and other regional, subregional or national meetings, whether to be held in the countries in question, at ILO headquarters or in Spain;
- (4) Organization or development of or participation in training courses for executives, administrators, instructors or staff members of services or of institutions which deal with occupational training, on-the-job safety, employment policy, labour standards, internal or external migration or other issues relating to human resources or labour and social matters.

Article III. The costs arising from the activities referred to in this Agreement may be covered from any of the following sources:

- (1) ILO budgetary or extrabudgetary funds;
- (2) Funds from the countries or institutions receiving the technical co-operation;
- (3) Funds provided by third parties;
- (4) Spanish Government funds;
- (5) Any combination of two or more of the above-mentioned sources of funding.

¹ Applied provisionally from 19 September 1979, the date of signature, and came into force definitively on 19 November 1979, the date of the last of the notifications (effected on 26 October 1979 and 19 November 1979) by which the Parties informed each other of the fulfilment of the required constitutional procedures, in accordance with article XI(1).

Article IV. Supplementary agreements to this Agreement shall determine precisely the characteristics of each programme to be implemented and shall specify, in addition to the purpose and outlines of the activities to be carried out, the system of financing, number of experts, the duration of the programmes and obligations undertaken by each Party.

These supplementary agreements may be concluded by calendar year or for specific activities, the two procedures not being mutually exclusive.

Article V. The Spanish Government shall, in each case, pre-select the experts appropriate to the task involved and shall submit the curriculum vitae of each candidate to the International Labour Organisation, which shall, when necessary, consult with Governments on the pre-selected candidates.

Article VI. The Spanish technical co-operation personnel (experts, consultants, outside collaborators or subcontracted personnel) who participate in technical co-operation programmes under this Agreement shall enjoy, in every host country, the same privileges and immunities and the same facilities as the technical co-operation personnel of equivalent rank assigned to ILO programmes in the same country.

Article VII. ILO shall be responsible for supervising the programmes and shall report periodically to the Spanish Government. This shall be without prejudice to any supervision which the Spanish Government may itself arrange.

Upon the completion of each programme, ILO shall issue a final report, which it shall communicate to the Spanish Government and which shall include an evaluation of the results of the activities carried out.

Article VIII. Unless the supplementary agreement establishes reservations, the Spanish Government and ILO may freely disseminate information on their experiences with and the results of the programmes carried out.

Article IX. In order to ensure better co-operation between the Spanish Government and ILO, a mixed commission shall be established, composed of representatives of the International Labour Office and the Spanish Government, which shall meet periodically to evaluate the situation and to recommend such modifications and adjustments as may at any time seem advisable.

Article X. The Spanish Government and ILO shall inform each other, at an appropriate time, of technical co-operation programmes which either Party plans to carry out in Spanish-speaking countries in order to avoid possible duplication and to try to co-ordinate their activities.

Article XI. (1) This Agreement shall apply provisionally from the date of its signature and shall enter into force as soon as the Parties have notified each other that their respective constitutional requirements have been fulfilled.

(2) The Agreement is concluded for an indefinite period and may be denounced in writing by either Party in which case it shall terminate three months after the date of the denunciation.

(3) Even if this Agreement has expired, the supplementary agreements signed under it shall remain in force until the date of their expiry, unless the Parties explicitly decide otherwise.

DONE at Geneva on 19 September 1979, in duplicate in the Spanish language, both texts being equally authentic.

For the Government
of Spain:

[Signed]

RAFAEL CALVO ORTEGA
Minister of Labour

For the International Labour
Organisation:

[Signed]

FRANCIS BLANCHARD
Director-General of the I.L.O.
