

No. 18739

**SPAIN
and
EQUATORIAL GUINEA**

Basic Agreement on technical co-operation. Signed at Santa Isabel on 12 October 1969

Protocol annexed to the above-mentioned Agreement on the status of experts in the field of technical co-operation. Signed at Malabo on 5 December 1979

Authentic texts: Spanish.

Registered by Spain on 23 April 1980.

**ESPAGNE
et
GUINÉE ÉQUATORIALE**

Accord de base relatif à la coopération technique. Signé à Santa Isabel le 12 octobre 1969

Protocole annexé à l'Accord susmentionné concernant le statut des experts affectés à la coopération technique. Signé à Malabo le 5 décembre 1979

Textes authentiques : espagnol.

Enregistrés par l'Espagne le 23 avril 1980.

[TRANSLATION — TRADUCTION]

BASIC AGREEMENT¹ ON TECHNICAL CO-OPERATION BETWEEN THE SPANISH STATE AND THE REPUBLIC OF EQUATORIAL GUINEA

The Government of Spain and the Government of the Republic of Equatorial Guinea, taking account of the close historical and cultural ties which unite their peoples and of their desire to establish the foundations for co-operation which, based on the principle of respect for the independence and sovereignty of both States, would further the prosperity and development of the two countries, have decided to conclude a Basic Agreement on technical co-operation aimed at establishing the legal framework and the most appropriate procedures to achieve those goals, and for that purpose have appointed as their respective plenipotentiaries:

His Excellency Mr. José Luis Villar Palasí, Minister of Education and Science, for the Spanish Government,

His Excellency Mr. Angel Masié Ntutumu, Minister of the Interior, for the Government of the Republic of Equatorial Guinea,

who, having exchanged their full powers, found to be in good and due form, have agreed as follows:

Article I. 1. The Contracting Parties shall establish projects for international technical co-operation.

2. The Contracting Parties shall conclude supplementary agreements concerning the projects referred to in the previous paragraph on the basis of and in accordance with this Agreement, which shall serve as the framework for such supplementary agreements.

Article II. The agreements referred to in article I, paragraph 2, shall provide for, in particular:

- (a) The establishment, in Equatorial Guinea, of training centres, workshops, model plants and enterprises, research centres and laboratories;
- (b) The sending, by the Government of Spain, of the experts and the equipment, machinery, instruments, accessories and other supplies needed in order to launch the projects;
- (c) The training of nationals of Equatorial Guinea through the granting of scholarships and internships by the Government of Spain. In particular, the Spanish Government shall contribute to the training and development of the staff of the Civil Service of Equatorial Guinea.

Article III. The Spanish Government shall facilitate, on the basis of the co-operation established by mutual agreement, the selection and engagement by the Government of Equatorial Guinea, at the latter's request, of Spanish experts, teachers and technicians, within the framework of bilateral co-operation.

Article IV. The financing of technical co-operation programmes and projects executed in accordance with the provisions of this Agreement shall be established, for each

¹ Came into force on 12 March 1975, i.e., the date of the last of the notifications (effected on 25 May 1970 and 12 March 1975) by which the Parties informed each other of the fulfilment of the constitutional requirements for its approval, in accordance with article XII (1).

specific case, in the supplementary agreements provided for in article 1, paragraph 2, of this Agreement.

Such supplementary agreements may be concluded through an exchange of letters establishing all the details of each specific programme.

Article V. The Government of Equatorial Guinea shall authorize the import of the goods referred to in article II, alinéa (b) of this Agreement, exempting them from all customs duties and other import taxes, prohibitions and restrictions, and from all other types of taxes.

Article VI. 1. The Government of Equatorial Guinea shall exempt from all customs duties and other import or export taxes, prohibitions and restrictions, and all other types of taxes, the furniture and personal effects imported by the experts and members of their families upon arrival for duty in Equatorial Guinea. This exemption shall include a car for each expert, provided that his mission in Equatorial Guinea is expected to last a minimum of one year. Upon termination of the official mission, the same facilities shall be granted to the technical personnel for the export of the aforementioned goods.

2. The technical personnel referred to in this article and members of their families shall be exempt from all taxes and social charges which may be levied in Equatorial Guinea on income received from abroad.

3. The body or institution with which the technical personnel are serving shall be responsible for medical and hospital care for such personnel and their families in case of accident or illness resulting from the normal performance of their duties or from the local conditions of the environment.

4. The Government of Equatorial Guinea undertakes to provide suitable accommodation to the technical personnel of the other Party serving in the country and to their families or, where this is not possible, to provide them with assistance in seeking and obtaining housing.

Article VII. The Contracting Parties shall define, in each supplementary agreement, the procedures for the transfer of the ownership of the goods mentioned in article II, alinéa (b) of this Agreement, where such transfer is not provided for in specific cases.

Article VIII. The Government of Equatorial Guinea shall grant, at all times, exempt from duties and other taxes, the authorization needed by the experts and members of their families to enter and leave the country, and any other authorization needed for their residence.

Article IX. 1. The Contracting Parties shall establish, through a supplementary agreement, an objective procedure for the joint selection of the beneficiaries of the scholarships to be granted by the Government of Spain, in accordance with the provisions of this Agreement.

2. Prior to sending an expert, the Government of Spain shall obtain the approval of the Government of Equatorial Guinea in accordance with the specific requirements of each case.

Article X. A Joint Commission, composed of representatives of the Contracting Parties, shall meet in principle once a year, in Madrid. It shall examine, in the light of the results achieved, the programme of objectives to be pursued in the course of the following year, and shall submit it for the approval of the two Governments. The programme shall be subject to amendment by mutual agreement between the Parties in the course of the year.

Article XI. This Agreement and any supplementary agreements may be amended by written agreement between the two Governments or denounced by one of them in accordance with article XII, paragraph 2.

Article XII. 1. This Agreement shall enter into force when both Parties have informed each other of the fulfilment of the constitutional requirements needed in each country for its approval.

2. This Agreement shall be valid for two years and shall be extended for successive periods of one year, unless one of the Contracting Parties denounces it 12 months before the date of its extension. Such denunciation shall not affect the term of the special agreements that may be concluded in accordance with article I, paragraph 2, which shall remain in force until the date set for their expiry or, as the case may be, until the termination of the projects governed by such special agreements.

IN WITNESS WHEREOF, the above-mentioned plenipotentiaries sign this Agreement, drawn up in two copies, both being equally authentic, at Santa Isabel on 12 October 1969.

For the Spanish State:

[Signed]

JOSÉ LUIS VILLAR PALASÍ
Minister of Education and Science

For the Republic of Equatorial Guinea:

[Signed]

ANGEL MASIÉ NTUTUMU
Minister of the Interior

[TRANSLATION — TRADUCTION]

PROTOCOL¹ ANNEXED TO THE BASIC AGREEMENT ON SCIENTIFIC AND TECHNICAL CO-OPERATION BETWEEN THE GOVERNMENT OF SPAIN AND THE GOVERNMENT OF THE REPUBLIC OF EQUATORIAL GUINEA² ON THE STATUS OF EXPERTS IN THE FIELD OF TECHNICAL CO-OPERATION

For the purposes of the implementation of the Basic Agreement on technical co-operation between Spain and the Republic of Equatorial Guinea of 12 October 1969,² and especially its articles III to VIII, both Parties sign this Protocol, which is annexed to the said Agreement, with a view to defining the responsibility of each of the Parties in carrying out their technical co-operation.

CHAPTER I. DEFINITIONS

For the purposes of this Protocol:

(a) "Spanish institutions" means Spanish individuals or bodies corporate, within the meaning of Spanish legislation, engaged in a programme of scientific and technical co-operation with Equatorial Guinea.

(b) "Spanish personnel" means advisers, experts, educators, technicians and other specialists sent to the territory of the Republic of Equatorial Guinea to carry out the operations agreed on by the Joint Commission or specified in the relevant supplementary agreements provided for in articles I and II of the Agreement.

(c) "Persons in the charge of Spanish personnel" means the spouse and any children who have not yet reached the age of majority.

(d) "Institutions of Equatorial Guinea" means the institution of Equatorial Guinea designated by the Government of the Republic of Equatorial Guinea to carry out an operation agreed on by the Joint Commission or specified in the supplementary agreements.

CHAPTER II. RESPONSIBILITIES OF THE GOVERNMENT OF THE REPUBLIC OF EQUATORIAL GUINEA

1. The Government of the Republic of Equatorial Guinea shall:

- (a) Provide suitable accommodation, equipped with the usual installations, to the members of the Spanish personnel and persons in their charge;
- (b) Insure free of charge, up to a maximum tonnage and volume to be determined through the diplomatic channel, the shipment required for the transfer of the professional and technical equipment and the personal and household effects of Spanish personnel and persons in their charge between the places of entry and exit and destinations in the territory of the Republic of Equatorial Guinea;
- (c) Provide free of charge, to Spanish personnel and persons in their charge, medical treatment and hospitalization where necessary, as well as medicines required during their stay in hospital; dental treatment shall be included in these services;

¹ Came into force on 5 December 1979 by signature, in accordance with chapter IV (2).

² See p. 246 of this volume.

- (d) Provide free of charge to Spanish personnel the premises needed to carry out their work, equipped with the appropriate ancillary facilities;
- (e) Grant to Spanish personnel the right to vacations and leaves of absence as stipulated.

2. The Spanish institutions and Spanish personnel shall enjoy the benefits of exemption from all income tax, import duties, tariffs or any other taxes or duties on professional and technical equipment, personal effects and domestic electrical appliances, food and alcoholic beverages in accordance with the legislation in force. Persons in their charge shall enjoy equal benefits. The same exemption shall apply to the import of a car for each member of the Spanish personnel, within six months after his arrival and again after three years' stay.

3. Members of the Spanish personnel may export at the end of their mission the personal effects, domestic electrical appliances and car which they had brought into the territory of the Republic of Equatorial Guinea in accordance with the provisions of the previous paragraph.

4. The competent institutions of Equatorial Guinea shall assume payment of any duty, tax or tariff on the goods imported into the territory of Equatorial Guinea for the purposes of achieving the objectives of this Agreement.

CHAPTER III. RESPONSIBILITY OF THE GOVERNMENT OF SPAIN

1. The Government of Spain shall assume payment of:

- (a) The salaries, fees, allowances and other remuneration of Spanish personnel;
- (b) The travel costs (outward and return journeys and vacations) of Spanish personnel and persons in their charge between the place of usual residence and the place of entry into and departure from the territory of Equatorial Guinea.

2. The Government of Spain shall advise all institutions and Spanish personnel travelling to Equatorial Guinea under this Agreement to take out insurance against any injury or damage which may result from the activities carried out in the course of their duties.

3. The Government of Spain shall provide the equipment, instruments and materials needed to carry out the operations stipulated in the decisions adopted by the Joint Commission or in the supplementary agreements.

4. The Government of Spain shall assume the costs relating to the training and development, in the territory of Spain, of personnel of Equatorial Guinea involved in the operations approved by the Joint Commission or in the supplementary agreements.

CHAPTER IV. FINAL PROVISIONS

1. The goods, materials and objects imported into the territory of the Republic of Equatorial Guinea or the territory of Spain in accordance with this Agreement shall not be transferred or lent, whether at high cost or free of charge, except under conditions authorized by the competent authorities of the territory.

2. Any disputes which may arise in the implementation of this Agreement or any other supplementary agreement shall be settled through negotiations between the Government of Spain and the Government of Equatorial Guinea or in any other manner mutually agreed on by the two Parties.

This Agreement, which shall replace that of 24 July 1971 on facilities and immunities applicable to technical co-operation,¹ shall enter into force on the date of its signature,

¹ See p. 259 of this volume.

and shall be valid for two years, extended for successive periods of one year, unless one of the Contracting Parties denounces it at least six months prior to its expiry.

DONE at Malabo on 5 December 1979, in two original copies in the Spanish language, both being equally authentic.

For the Government
of Spain:

[Signed]

SALVADOR SÁNCHEZ-TERAN
Minister of Transport
and Communications

For the Government
of the Republic of Equatorial Guinea:

[Signed]

BONIFACIO NGUEMA ESONO NCHAMA
Secretary-General of the Commission
for Foreign Affairs