

No. 18742

**SPAIN
and
EQUATORIAL GUINEA**

**Agreement on technical co-operation in the field of television.
Signed at Santa Isabel on 24 July 1971**

Authentic text: Spanish.

Registered by Spain on 23 April 1980.

**ESPAGNE
et
GUINÉE ÉQUATORIALE**

**Accord relatif à la coopération technique dans le domaine
de la télévision. Signé à Santa Isabel le 24 juillet 1971**

Texte authentique : espagnol.

Enregistré par l'Espagne le 23 avril 1980.

[TRANSLATION — TRADUCTION]

AGREEMENT¹ BETWEEN THE GOVERNMENT OF SPAIN AND THE GOVERNMENT OF THE REPUBLIC OF EQUATORIAL GUINEA ON TECHNICAL CO-OPERATION IN THE FIELD OF TELEVISION

The Government of Spain and the Government of the Republic of Equatorial Guinea, prompted by the common desire to preserve, strengthen and ensure co-operation between their peoples, and pursuant to the Basic Agreement on technical co-operation signed at Santa Isabel on 12 October 1969,² have decided to conclude the following supplementary Agreement on technical co-operation in the field of television.

Article I. 1. The technical co-operation covered by this Agreement shall consist in:

- (a) The training of personnel of Equatorial Guinea in Spain through the granting of scholarships by the Spanish Government for theoretical and practical vocational study at the School of Radio and Television and in the actual facilities of Spanish Television. During the first phase of this programme, the Spanish Government shall grant a maximum of 25 scholarships a year for the training of technicians of Equatorial Guinea, each for a total of nine months including the internship period. At the request of the Government of Equatorial Guinea, the Spanish Government may consider granting additional scholarships for further short courses.

The Spanish Government shall determine the basic knowledge that candidates shall be required to possess for each specialty. Candidates shall be screened by a selection board of Equatorial Guinea. The specialties in question may include:

- Transmitters and interconnections;
 - Production materials;
 - Maintenance;
 - Camera techniques, film-making and film-developing;
- (b) The exchange of films and videotapes between the television agencies of the two countries. The Governments of the two countries, and by delegation their respective State television agencies, shall establish appropriate contacts for setting up such a programme. The terms of the programme shall cover the material exchanged, the conditions for its use, liability for any damage to it and responsibility for its return to the agency of its origin;
- (c) If necessary, the sending of Spanish technicians to facilitate the operation of the television facilities of Equatorial Guinea for whatever period of time the two Parties deem necessary by mutual agreement.

The request for such personnel shall be made by the Government of Equatorial Guinea. Upon receipt of such a request, the Spanish Government shall endeavour to comply with it, taking into account the provisions of the preceding paragraph and the availability of technicians employed at that time by Spanish Television, and shall guarantee as far as possible the normal operation of the television of Equatorial Guinea in accordance with article II, subparagraph (c), below.

¹ Came into force on 24 July 1971 by signature, in accordance with article VI.

² See p. 239 of this volume.

2. The drawing up and execution of the programmes described in the preceding paragraph, including the programme for the exchange of material referred to in subparagraph (b), shall be effected through the diplomatic channel by means of appropriate exchanges of notes.

Article II. The technical co-operation covered by this Agreement shall be financed as follows:

- (a) The scholarships for the training in Spain of personnel of Equatorial Guinea in accordance with article I, subparagraph (a), shall amount to 8,000 pesetas per month, to be paid by the Spanish Government. The Government of Equatorial Guinea shall defray the cost of the round-trip travel of the scholarship holders. The procedures for the use of the scholarships shall be established by the agency receiving the scholarship holders, which shall communicate in advance regarding those procedures with the agency proposing the candidates for the scholarships;
- (b) The terms of the programme for the exchange of material shall be determined through the contacts referred to in article I, subparagraph (b);
- (c) If the Government of Spain decides, at the request of the Government of Equatorial Guinea, to send to Spanish television technicians to Equatorial Guinea in accordance with article I, subparagraph (c), the Spanish Government shall pay the salaries of the technicians, their travel costs and those of the members of their families, and the cost of transporting their household goods. The Government of Equatorial Guinea shall supply all the equipment and tools the technicians need to perform the duties for which they have been sent.

Article III. Without prejudice to any provisions in force between the two countries regarding the status of the technicians of each Party in the territory of the other Party, which shall be fully applicable to Spanish television technicians, the latter shall confine themselves to performing the duties for which they have been sent pursuant to the agreement reached between the two countries through the diplomatic channel in accordance with article I, paragraph 2; in no case may they be assigned to other duties, or to identical duties in geographical locations other than those agreed upon, unless the Spanish diplomatic representation in Equatorial Guinea has been previously informed and has expressly concurred.

The responsibilities arising from the performance of their professional duties by the television technicians in Equatorial Guinea shall be assumed by the Spanish State and may in no case be the grounds for the application by the authorities of Equatorial Guinea of personal or economic penalties against the Spanish technicians or members of their families.

Article IV. The Government of Equatorial Guinea may decide at any time that one or more Spanish technicians must leave the country but may in no way obstruct the departure of the members of their families and household goods, and shall grant the necessary time and facilities so that the technician concerned and the members of his family may organize their departure properly.

The Spanish Government may likewise decide at any time that one or more Spanish technicians must leave Equatorial Guinea, granting the Government of that country the same facilities and time as those referred to in the preceding paragraph.

In the cases referred to in the two preceding paragraphs, the two Governments shall reach agreement with a view to implementing the provisions of article I, subparagraph (c), of this Agreement.

Article V. In so far as they do not contradict the provisions of this Agreement, the provisions of the Agreement on facilities and immunities applicable to technical co-operation and of the Basic Agreement on technical co-operation between the Spanish

State and the Republic of Equatorial Guinea shall apply to Spanish television technicians in Equatorial Guinea.

Article VI. This Agreement shall enter into force on the date of its signature. Its provisions shall remain in force for one year, and shall be automatically renewed for successive one-year periods, unless one of the Contracting Parties denounces it at least three months before its expiry.

DONE in duplicate at Santa Isabel de Fernando Póo on 24 July 1971.

For the Government
of Spain:

[*Signed*]

ALBERTO LÓPEZ HERCE
Ambassador of Spain

For the Government
of the Republic of Equatorial Guinea:

[*Signed*]

JESÚS-ALFONSO OYONO ALOGO
Minister for Public Works,
Housing and Transport
