

No. 18303

**SPAIN
and
CHILE**

**Basic Agreement on technical assistance. Signed at Santiago
on 28 April 1969**

Authentic text: Spanish.

Registered by Spain on 22 February 1980.

**ESPAGNE
et
CHILI**

**Accord de base relatif à l'assistance technique. Signé à
Santiago le 28 avril 1969**

Texte authentique : espagnol.

Enregistré par l'Espagne le 22 février 1980.

[TRANSLATION — TRADUCTION]

The Government of the Republic of Chile and the Government of Spain,
Desiring to strengthen and intensify the friendly relations between the two States
and their peoples,

Bearing in mind their common interest in promoting the social, technical and
scientific development of their States, and

Recognizing the advantages to be derived from more extensive social, technical
and scientific co-operation and the desirability of establishing the overall guidelines
for directing such co-operation, have decided to conclude a Basic Agreement on
Technical Assistance.

To this end, the Minister for Foreign Affairs, Mr. Gabriel Valdés S., represent-
ing the Government of Chile, and the Minister of Labour, Mr. Jesús Romeo Gorriá,
acting as Plenipotentiary of the Head of the Spanish State, have agreed on the fol-
lowing text:

BASIC AGREEMENT¹ ON TECHNICAL ASSISTANCE

Article I. 1. The Contracting Parties shall set up international technical
assistance projects.

2. The Contracting Parties shall conclude supplementary agreements concern-
ing the projects referred to in the previous paragraph on the basis of and pursuant to
this Agreement, which shall serve as a framework for them.

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

- (a) The establishment in Chile of training centres, workshops, plants and model
enterprises, research centres and laboratories;
- (b) The sending by and at the expense of the Government of Spain of experts and
supplies such as equipment, machinery, instruments and accessories needed to
launch the projects;
- (c) The training of Chileans through the award of fellowships by the Government of
Spain; such training may take place in Spain or in third countries that the Con-
tracting Parties shall designate by agreement, and on such economic terms as
shall be set forth in the supplementary agreements; and
- (d) The training or advanced training of the persons who in Chile function as
counterparts of the Spanish experts.

Article III. In respect of the projects referred to in article I of this Agreement,
the Government of Spain shall pay:

- (a) The salaries of the experts;
- (b) The travel costs and travel allowances of the experts from their place of origin to
Chile, and for their return at the end of their mission;
- (c) The insurance of such experts;
- (d) The c.i.f. value to the port of destination in Chile of any kind of supplies which it
has to provide, as well as the cost of transporting in Chile any supplies that must
be returned when no longer needed from the place where they are used; and

¹ Came into force on 26 November 1970 by the exchange of the instruments of ratification, which took place at Madrid, in accordance with article XII (1).

- (e) Other expenses which must be incurred outside of Chile, provided that the Spanish authorities have approved their payment.

Article IV. In respect of the projects referred to in article I of this Agreement, the Government of the Republic of Chile:

- (a) Shall provide the land, offices and other premises, and shall supply the furniture and other material necessary for their execution, which shall be agreed upon in the supplementary agreements;
- (b) Shall pay the Spanish experts, without prejudice to the provisions of article II (b) of this Agreement, a monthly allowance of up to the equivalent of 175 United States dollars;
- (c) Shall defray the cost of adequate travel allowances and of travel expenses and fares relative to journeys the Spanish experts must make within Chile when carrying out their assignments;
- (d) Shall place at the disposal of the experts the services of such Chilean personnel as may be necessary for the efficient execution of the projects;
- (f) Where appropriate, shall defray landing expenses in Chile, and the insurance and transport costs for the supplies referred to in article II (b) of this Agreement from the port of disembarkation to the place of destination.

Article V. The Government of the Republic of Chile shall ensure that, after a reasonable period of time which shall be stipulated in each supplementary agreement has elapsed, the Spanish experts are replaced by the Chilean personnel who are working as their counterparts. In the event that the training referred to in article II (d) of this Agreement must be completed abroad, the Government of the Republic of Chile shall in due time nominate a sufficient number of candidates, who may be awarded fellowships under the terms set forth in article II (c).

Article VI. The Government of the Republic of Chile shall permit the importation of the goods referred to in article II (b) of this Agreement, and shall exempt them from the payment of any customs duties or taxes in general, from any import prohibitions or restrictions and from any other kind of fiscal charges.

Article VII. 1. The Government of the Republic of Chile shall exempt the furniture and personal effects imported by the experts and by members of their families from all customs duties and other taxes, from all import or export prohibitions or restrictions, and from all other fiscal charges when the experts begin their activities in Chile. Such exemption shall include one motor-car for each expert, provided that his mission in Chile is of at least one year's duration. The transfer of the motor-car, or its export at the end of each expert's stay in Chile, shall be governed by the provisions which the Government of the Republic of Chile applies in this regard to experts of the United Nations and its specialized agencies.

2. The Government of the Republic of Chile shall apply to the experts and members of their families, and to their property, funds, assets and salaries, the provisions applied for the benefit of experts of the United Nations and its specialized agencies.

Article VIII. In each supplementary agreement, the Contracting Parties shall stipulate the terms and conditions under which ownership of the supplies mentioned in article II (b) of this Agreement shall be transferred, unless such transfers are not anticipated in specific cases.

Article IX. The Government of the Republic of Chile shall grant at all times, exempt from duties and other taxes, the permits that the experts and members of their families require to enter and leave the country and any others that they may require for their stay.

Article X. 1. The Contracting Parties shall, through a supplementary agreement, establish an objective procedure for the joint selection of the recipients of the fellowships to be awarded by the Government of Spain in accordance with this Agreement.

2. Prior to the dispatch of an expert, the Government of Spain shall obtain the approval of the Government of the Republic of Chile in respect of such dispatch. If, within a period of one month from the receipt of the proposal in the Ministry of Foreign Affairs of the Republic of Chile, the latter has formulated no objections, it shall be understood that the expert's candidature has been approved.

Article XI. A mixed commission, comprising representatives of the Contracting Parties, shall meet in principle once a year in Madrid or in Santiago. It shall, in the light of the results obtained, examine the programme of projects to be undertaken during the following year and shall submit it for the approval of the two Governments. This programme may be amended by the Parties during the course of the year by mutual consent.

Article XII. 1. This Agreement shall enter into force on the day the Government of Spain receives written notification from the Government of the Republic of Chile that the latter has obtained legislative approval, in accordance with the provisions of its Constitution.

2. Without prejudice to the provisions of the previous paragraph, all those parts of this Agreement which may be enforced by virtue of the legal powers of the President of the Republic of Chile shall be applied from the date of its signature.

3. This Agreement shall remain in force for five years and shall be tacitly renewed indefinitely for one-year periods, unless one of the Contracting Parties denounces it in writing at least three months before the date on which the corresponding one-year period is due to expire.

4. Even when this Agreement has expired, its provisions shall continue to apply to those technical assistance projects which are already under way until they are completed.

DONE at Santiago, Chile, on 28 April 1969, in two originals, in Spanish, both texts being equally valid and authentic.

For the Republic of Chile:

[Signed]

GABRIEL VALDÉS S.
Minister for Foreign Affairs

For the Spanish State:

[Signed]

JESÚS ROMEO GORRÍA
Minister of Labour