

**No. 20666**

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**SPAIN  
and  
BOLIVIA**

**Supplementary Agreement on technical co-operation in the  
field of irrigation and agricultural development (with  
protocol). Signed at La Paz on 5 November 1981**

*Authentic text: Spanish.*

*Registered by Spain on 22 December 1981.*

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**ESPAGNE  
et  
BOLIVIE**

**Accord complémentaire relatif à la coopération technique dans  
le domaine de l'irrigation et du développement agricole  
(avec protocole). Signé à La Paz le 5 novembre 1981**

*Texte authentique : espagnol.*

*Enregistré par l'Espagne le 22 décembre 1981.*

## [TRANSLATION — TRADUCTION]

SUPPLEMENTARY AGREEMENT<sup>1</sup> ON TECHNICAL CO-OPERATION  
BETWEEN THE GOVERNMENTS OF SPAIN AND BOLIVIA IN THE  
FIELD OF IRRIGATION AND AGRICULTURAL DEVELOPMENT

The Government of Spain and the Government of the Republic of Bolivia, pursuant to the provisions of the Agreement on Technical Co-operation signed by the two countries in the city of La Paz on 3 July 1971,<sup>2</sup> have agreed to conclude this Supplementary Agreement on Technical Co-operation, with the following provisions:

*Article I.* The basic objective of this Supplementary Agreement is to give technical co-operation between the two Governments practical effect in the following ways:

- (a) Improvement of the existing irrigation system;
- (b) Identification and elaboration of new irrigation projects;
- (c) Agricultural development of the mesothermal valleys of the provinces of Florida, Vallegrande and M.M. Caballero.

*Article II.* 1. The Government of Spain designates the International Technical Co-operation Directorate of the Ministry of Foreign Affairs and the National Agrarian Reform and Development Institute, an autonomous branch of the Ministry of Agriculture, hereinafter referred to as IRYDA, as the bodies responsible for discharging the obligations under this Supplementary Agreement.

2. The Government of the Republic of Bolivia designates the Regional Development Corporation of Santa Cruz, hereinafter referred to as CORDECRUZ, as the body responsible for carrying out the activities envisaged in this Supplementary Agreement.

*Article III.* In order to achieve the objectives provided for in article I of this Supplementary Agreement, IRYDA undertakes:

- (a) To carry out a programme for training CORDECRUZ technicians in the fields covered by this Agreement. This programme shall consist of periods in Spain for the CORDECRUZ technicians lasting three months each in accordance with previously developed study programmes. In principle, and except in cases of *force majeure*, this programme shall be spread over six periods, two per year, during which theoretical and practical training shall be given, in each case, to three CORDECRUZ professionals;
- (b) To make available to CORDECRUZ two (2) experts with the title of Senior Engineer, one of whom shall perform the functions of head of mission;
- (c) In addition to the experts referred to in the previous paragraphs, IRYDA, by itself or through the International Technical Co-operation Directorate, shall endeavour to make available to CORDECRUZ, at the request of that body, special experts for specific short-term advisory missions. The number of experts shall not exceed four per year, and the total stay in Bolivia of each expert shall not exceed eight months.

*Article IV.* 1. IRYDA undertakes to appoint a Co-ordinator who shall be responsible for preparing and monitoring the training of CORDECRUZ personnel and for supervising, co-ordinating and supporting the IRYDA personnel sent to Bolivia.

The Co-ordinator may travel to Bolivia once a year, remaining there for not more than one month.

<sup>1</sup> Came into force on 5 November 1981 by signature, in accordance with article VII.

<sup>2</sup> United Nations, *Treaty Series*, vol. 1292, No. I-21283.

2. CORDECRUZ, for its part, undertakes to appoint a Co-ordinator who shall be responsible for co-ordinating the activities between CORDECRUZ and the IRYDA personnel posted to Bolivia, and shall organize, plan and supervise the participation of CORDECRUZ personnel in the courses held in Spain, in order to ensure that the fullest benefit is derived from the training programme.

The CORDECRUZ Co-ordinator may travel to Spain once a year, remaining there for not more than one month.

3. The Co-ordinators of the two countries shall establish sufficiently in advance appropriate plans of work, both for the members of the IRYDA mission posted to Bolivia, referred to in article III, and for the experts on specific missions, referred to in article III (c).

4. The head of mission, without prejudice to his responsibilities as an expert, shall be responsible for monitoring and following up the plans of work established for the IRYDA experts posted to Bolivia. Furthermore, at the end of each six-month period, he shall be responsible for drafting a report on the activities during that period, which shall be submitted to the Spanish and Bolivian authorities.

*Article V.* 1. The financial obligations assumed by the Spanish Government under this Agreement shall be discharged by IRYDA, an autonomous branch of the Spanish Ministry of Agriculture, which shall pay all remuneration due in Spain to the Spanish experts who are to collaborate with CORDECRUZ in Bolivia, the round-trip travel expenses of the family members of those experts from their place of residence in Spain to their destination in Bolivia, subject to the restrictions specified in the Protocol annexed to this Agreement, which forms an integral part of the Agreement, the expenses involved in holding the training courses in Spain for CORDECRUZ technicians, the expenses arising from the mission's stay in Bolivia which are not payable by the Bolivian Government and the other expenses specified in the annexed Protocol.

2. The International Technical Co-operation Directorate of the Spanish Ministry of Foreign Affairs shall defray the cost of round-trip travel between Bolivia and Spain for the Spanish experts referred to in article III, return travel between Spain and Bolivia, monthly and subsistence allowances and medical, pharmaceutical and hospital care for the Bolivian technicians who are to participate in the training programmes in Spain, and supplementary allowances for the IRYDA experts who are to collaborate with CORDECRUZ in Bolivia.

3. The two bodies shall discharge the obligations referred to in the previous paragraphs from the allocations authorized in their regular budget.

4. The financial obligations assumed by the Bolivian Government, which are set forth in the annexed Protocol, shall be discharged by CORDECRUZ.

5. The expenses incurred by the Spanish Government in implementing this Agreement and its annexed Protocol shall be discharged from the appropriations authorized annually in the regular budgets of IRYDA, the relevant branch of the Ministry of Agriculture referred to in clause 2, paragraph 2 (c), of the annexed Protocol and the International Technical Co-operation Directorate of the Ministry of Foreign Affairs, without recourse to special or additional appropriations.

*Article VI.* The Bolivian Government shall grant to the Spanish experts who travel to Bolivia under this Agreement all the immunities and privileges which the Bolivian Government grants to the experts of international agencies.

In place of residence permits, authorizations for indefinite stays shall be arranged by the receiving institutions, and shall in any case be without charge. The Spanish experts shall not be required to show proof of their exemption from tax obligations or to comply with the other formalities normally applicable to foreigners residing in the country.

*Article VII.* This Agreement shall enter into force on the date of its signature and shall remain in force for a three-year period. It may be denounced by either of the Parties upon six months' notice. The termination or denunciation of the Agreement shall not affect the ongoing programmes or projects, unless the Parties agree otherwise.

DONE at La Paz, on 5 November 1981, in two original copies in Spanish, both texts being equally authentic.

For the Government  
of Spain:

[Signed]

TOMÁS LOZANO ESCRIBANO  
Ambassador of Spain

For the Government  
of the Republic of Bolivia:

[Signed]

Dr. GONZALO ROMERO ALVAREZ GARCÍA  
Minister for Foreign Affairs  
and Public Worship

ANNEXED PROTOCOL GOVERNING THE STATUS OF PERSONNEL REFERRED TO IN THE SUPPLEMENTARY AGREEMENT ON TECHNICAL CO-OPERATION BETWEEN THE GOVERNMENT OF SPAIN AND THE GOVERNMENT OF BOLIVIA IN THE FIELD OF IRRIGATION AND AGRICULTURAL DEVELOPMENT

*Clause 1.* 1. For the purpose of carrying out the successive CORDECRUZ personnel training programmes referred to in article III (a) of the Supplementary Agreement, the Government of Spain shall provide the Bolivian technicians with the following:

- (a) A monthly amount in pesetas equivalent to one thousand United States dollars (\$US 1,000);
- (b) A subsistence allowance in pesetas equivalent to fifty United States dollars (\$US 50) whenever, for work or training purposes, they spend the night away from the residences established for implementing the programmes;
- (c) Air fares, Madrid–Santa Cruz, in tourist class;
- (d) Expenses for travel within Spain for work, training or specialized training purposes;
- (e) Medical, pharmaceutical and hospital care;
- (f) Medical, pharmaceutical and hospital care for the wives and the children under 18 years of age of the Bolivian technicians posted to Spain, for the duration of their stay in that country.

2. The Bolivian Government shall defray the cost of the air fares, Santa Cruz–Madrid, in tourist class, of the Bolivian technicians who are required to visit Spain.

*Clause 2.* 1. The Government of the Republic of Bolivia shall provide the Spanish experts referred to in article III (b) with the following:

- (a) Premises, offices, counterpart personnel and secretarial and office expenses;
- (b) A monthly amount in Bolivian pesos equivalent to three hundred United States dollars (\$US 300) for overhead expenses;
- (c) Subsistence allowances similar to those received by Bolivian technicians whenever, for work or training purposes, they spend the night away from the residences established for implementing the programmes;
- (d) Expenses for travel within Bolivia, when in the service of CORDECRUZ.

2. The Government of Spain shall provide the Spanish experts with the following:

- (a) IRYDA undertakes to pay its experts the full salaries payable to them in Spain for the duration of their stay in Bolivia;

- (b) It shall provide, through the International Technical Co-operation Directorate, to the IRYDA experts referred to in article III (b) for the duration of their stay in Bolivia, a special monthly allowance equivalent to two thousand two hundred United States dollars (\$US 2,200);
- (c) It shall provide, through the International Technical Co-operation Directorate, to the Spanish experts referred to in article III (c), the equivalent of eighty-five United States dollars (\$US 85) as a cost-of-living allowance for each day that such experts stay in Bolivia in fulfilment of their mission. In addition, the Spanish Government, through the relevant branch of the Ministry of Agriculture, shall provide those experts with an appropriate subsistence allowance at the rate fixed for the area;
- (d) The International Technical Co-operation Directorate shall pay for the medical, pharmaceutical and hospital care of the experts and of the wives, children under 18 years of age and handicapped children who are staying with the experts in Bolivia;
- (e) IRYDA undertakes, in the case of the experts referred to in article III (b), who take their families, to pay once every 18 months the round-trip expenses for travel from their residence in Spain to their destination in Bolivia of the wife, children under 18 years of age and handicapped children.

*Clause 3.* 1. The Government of the Republic of Bolivia shall provide the IRYDA Co-ordinator referred to in article IV, paragraph 1, with transport within Bolivia when in the service of CORDECRUZ.

2. The Government of Spain shall provide the IRYDA Co-ordinator with the following:

- (a) Through the International Technical Co-operation Directorate, air fare, Madrid-Santa Cruz-Madrid, in tourist class, once a year, as well as medical, pharmaceutical and hospital care;
- (b) Similarly, through the Directorate referred to, it undertakes to provide the Spanish Co-ordinator with a cost-of-living allowance equivalent to eighty-five United States dollars (\$US 85) for each day that the Co-ordinator stays in Bolivia in fulfilment of his mission. In addition, IRYDA shall provide the Co-ordinator with an appropriate subsistence allowance at the rate fixed for the area;
- (c) IRYDA undertakes to pay its Co-ordinator, for the duration of his stay in Bolivia, the full salary payable to him in Spain.

*Clause 4.* The Spanish Government shall provide the CORDECRUZ Co-ordinator referred to in article IV, paragraph 2, with the following:

- (a) Through IRYDA, transport within Spain, when required by the service;
- (b) Through the International Technical Co-operation Directorate, medical, pharmaceutical and hospital care.

*Clause 5.* The IRYDA experts referred to in article III (b) of the Supplementary Agreement shall meet the following requirements:

- (a) They shall have at least five years' professional experience in the fields covered by this Agreement;
- (b) They shall undertake to stay in Bolivia for a minimum of 18 months. When an expert's stay is extended for a further 18 months, he shall be entitled to two months' vacation in Spain after the eighteenth month, with all his rights guaranteed.

The air fares in tourist class for the vacation period referred to in the previous paragraph shall be paid by the International Technical Co-operation Directorate in the case of the experts, and by IRYDA in the case of the wives, children under 18 years of age and handicapped children.

*Clause 6.* If they are career personnel of the body providing the co-operation, the Spanish 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 7.* Prior to the appointment of the Spanish experts, IRYDA shall submit to CORDECRUZ their curricula vitae for approval.

Both IRYDA and CORDECRUZ reserve the right to send back to his place of origin any technician undergoing training or specialized training or any serving technician judged to be unsuitable. In this case, the technician shall be given at least 30 days' notice.

The mission technicians referred to in the previous paragraph shall be replaced within an appropriate period so as to avoid jeopardizing the progress of the programmes.

*Clause 8.* 1. The amounts provided for in clauses 1, 2 and 3 shall be reviewed once, after 18 months, so that they may reflect any cost-of-living increases in the countries in which the allowances are to be paid.

2. The adjustments shall be worked out in the eighteenth month following the signing of the Agreement using, as a base, the official cost-of-living index in each country for the month of signature and, as a correction factor, the most recent official adjustment index available.

3. The adjustments referred to in the previous paragraph shall take effect on the first day of the nineteenth month following the signing of the Agreement.

[TOMÁS LOZANO ESCRIBANO]

[GONZALO ROMERO ALVAREZ GARCÍA]