

No. 20394

**SPAIN
and
VENEZUELA**

Supplementary Agreement concerning technical co-operation in regard to irrigated land and integrated rural development (with protocol). Signed at Madrid on 13 April 1981

Authentic text: Spanish.

Registered by Spain on 21 September 1981.

**ESPAGNE
et
VENEZUELA**

Accord complémentaire relatif à la coopération technique dans le domaine de l'irrigation et du développement rural intégré (avec protocole). Signé à Madrid le 13 avril 1981

Texte authentique : espagnol.

Enregistré par l'Espagne le 21 septembre 1981.

[TRANSLATION — TRADUCTION]

SUPPLEMENTARY AGREEMENT¹ BETWEEN THE GOVERNMENT OF SPAIN AND THE GOVERNMENT OF THE REPUBLIC OF VENEZUELA CONCERNING TECHNICAL CO-OPERATION IN REGARD TO IRRIGATED LAND AND INTEGRATED RURAL DEVELOPMENT

The Government of Spain and the Government of the Republic of Venezuela, pursuant to the provisions of the Basic Agreement on technical co-operation, signed by the two Governments on 10 August 1973,² have decided to draw up this Supplementary Agreement on technical co-operation, with the following provisions:

Article I. The purpose of the technical co-operation envisaged in this Agreement shall be to benefit the agricultural sector by developing irrigated land and promoting integrated rural development.

Article II. The co-operation provided for in this Agreement shall include the following programmes:

1. Development of irrigated land in areas of the State of Yaracuy, in particular the area served by the Cumaripa dam;
 - (a) Advice on the design, at the operational level, of irrigation facilities,
 - (b) Advice on the construction of the appropriate installations,
 - (c) Advice on the agricultural development of areas under irrigation;
2. Advice on the design of the first phase of the development of "Pueblo Nuevo" and other villages envisaged under the "Integrated Development Plan for the Aroa Valley";
3. Advice on the agricultural development of an area, to be selected by mutual agreement, in the southern part of the States of Guárico, Anzoátegui and Monagas which, if groundwater resources are used, will be suitable for settlement by farming families.

Article III. The bodies responsible for carrying out the co-operation programmes described in the preceding article shall be:

- In the case of Spain, the National Agrarian Reform and Development Institute, an autonomous public body subordinate to the Ministry of Agriculture, hereinafter referred to as IRYDA, and the International Technical Co-operation Directorate of the Ministry of Foreign Affairs;
- In the case of Venezuela, the Ministry of Agriculture and Livestock, hereinafter referred to as MAC, for the programme described in article II, paragraph 1, and the National Agrarian Institute, hereinafter referred to as IAN, an autonomous body attached to MAC, for the programmes described in article II, paragraphs 2 and 3.

¹ Came into force on 28 July 1981, the date of the last of the notifications (effected on 2 and 28 July 1981) by which the Parties informed each other of the completion of the required legal formalities, in accordance with article XIII.

² United Nations, *Treaty Series*, vol. 1006, p. 339.

Article IV. For the purpose of carrying out the activities referred to in article II, paragraph 1, IRYDA undertakes to:

1. Make available to MAC a team of experts consisting of:
 - 1.1. A senior Agricultural Engineer, with experience in irrigation engineering,
 - 1.2. A Technical Engineer, with experience in the organization and operation of irrigated areas,
 - 1.3. A Technical Engineer with experience in irrigation engineering,
 - 1.4. An Agriculturist with expertise in irrigated agriculture, for the period of time deemed necessary.

The minimum stay of the engineers while this Agreement is in force shall be 18 months, as determined in the annexed Protocol;

2. Organize a programme of training and specialized training for Venezuelan technicians in planning and developing irrigated areas, with the following characteristics:

- 2.1. Two months' stay in Spain and, following a short course of technical information on the subject, participation, together with IRYDA personnel, in the practical work of planning and developing irrigation.
- 2.2. Two annual programmes shall be carried out while the Agreement is in force, and up to three Venezuelan technicians shall take part in each of them.

Article V. In order to carry out the activities described in article II, paragraph 2, the bodies concerned undertake to do the following:

1. IRYDA shall make available to IAN a Senior Architect for a maximum period of six months, during which he may make two visits to Venezuela for a total stay of up to three months;
2. IAN shall make available to the Programme a counterpart team, including two architects, each of whom may visit Spain for periods of up to two months.

Article VI. In order to carry out the activities described in article II, paragraph 3, the bodies concerned undertake to do the following:

1. IRYDA shall make available to IAN a team of experts consisting of:
 - 1.1. A Senior Agricultural Engineer with experience in the use of groundwater for irrigation,
 - 1.2. A Senior Agricultural Engineer with experience in the planning, economics and administration of agrarian undertakings,
 - 1.3. An expert in agrarian institutions and legislation.

This team shall be made available to IAN for a period of up to 12 months, and the arrangements for the stay of each expert shall be determined by mutual agreement.

2. IAN shall make available to the programme a counterpart team consisting of at least six senior technicians each of whom may visit Spain for a maximum of one month to deal with technical information and exchange.

Article VII. In addition to the experts referred to in articles IV, V and VI, IRYDA shall endeavour to make available to MAC or IAN, at the request of those bodies, experts for specific, previously arranged missions.

The number of experts for specific missions shall be established by mutual agreement, and each expert may stay in Venezuela for a maximum of two months.

Similarly the Venezuelan technical staff who visit Spain to deal with technical information and exchange in matters relating to these specific missions may each stay for a maximum of 12 months.

Article VIII. 1. IRYDA undertakes to maintain a co-ordinator in Spain who shall be responsible for preparing and supervising the visits made by Venezuelan personnel for purposes of information, training and specialized training and for supervising, co-ordinating and supporting the IRYDA personnel sent to Venezuela.

The Co-ordinator may visit Venezuela at least once a year for a maximum of one month on each occasion.

2. MAC undertakes to appoint a Co-ordinator who shall establish a permanent link between the Venezuelan bodies responsible for this Agreement and IRYDA, for the purpose of monitoring the implementation of the programmes envisaged.

The Co-ordinator may visit Spain at least once a year for a maximum of one month on each occasion.

Article IX. The status of the Venezuelan personnel who visit Spain and of the Spanish personnel made available to MAC and IAN shall be governed by the Protocol annexed to this Agreement.

The Protocol shall form an integral part of the Agreement.

Article X. 1. The financial obligations assumed by the Spanish Government under this Agreement shall be discharged by:

1.1. IRYDA, which shall pay the salaries payable in Spain to the experts who are to collaborate with MAC and IAN in Venezuela, including subsistence allowances where appropriate, defray the cost of travel for the families of the experts from their point of origin to their destination in Venezuela and back and assume the expenses incurred by the mission during its stay which are not payable by the Venezuelan Government in accordance with the annexed Protocol and the expenses associated with visits of MAC and IAN technicians for purposes of information, training and specialized training in Spain, in all cases subject to the restrictions specified in the Protocol annexed to this Agreement.

1.2. The International Technical Co-operation Directorate of the Ministry of Foreign Affairs, which shall defray the cost of return travel between Venezuela and Spain, monthly allowances, subsistence allowances and medical, pharmaceutical and hospital care for the Venezuelan technicians who are required to travel to Spain under the programmes envisaged in this Agreement.

The two bodies shall discharge the financial obligations referred to in the previous paragraphs from their authorized budgetary allocations.

2. The financial obligations assumed by the Venezuelan Government shall be discharged by:

- (a) MAC, in the case of expenses arising from the implementation of the programme specified in article II, paragraph 1;
- (b) IAN, in the case of expenses arising from the implementation of the programmes specified in article II, paragraphs 2 and 3.

Article XI. The Government of the Republic of Venezuela shall provide the Spanish experts who travel to Venezuela under this Agreement the facilities en-

visaged in article VIII of the Basic Agreement on technical co-operation signed by the Governments of the two countries on 10 August 1973.

Article XII. All matters not covered by this Agreement shall be regulated by the provisions of the Basic Agreement on technical co-operation of 10 August 1973, to which it is a supplement.

Article XIII. This Agreement shall enter into force on the date on which the two Parties notify each other that they have complied with the legal formalities required to that end.

Article XIV. 1. This Agreement shall be valid for a period of three years from the date of its entry into force.

2. This Agreement may be denounced in writing by either of the Parties and shall cease to have effect three months after the date of denunciation.

3. The termination or denunciation of this Agreement shall not affect ongoing programmes or projects unless the Parties agree otherwise.

DONE at Madrid, on 13 April 1981, in two original copies in the Spanish language, both texts being equally authentic.

For the Government
of Spain:

[Signed]

JAIME LAMO DE ESPINOSA
Minister of Agriculture

For the Government
of the Republic of Venezuela:

[Signed]

JOSÉ LUIS ZAPATA
Minister of Agriculture
and Livestock

**ANNEXED PROTOCOL REGULATING THE STATUS OF THE PERSONNEL
REFERRED TO IN THE SUPPLEMENTARY AGREEMENT BETWEEN
SPAIN AND VENEZUELA CONCERNING TECHNICAL CO-
OPERATION IN REGARD TO IRRIGATED LAND AND INTEGRATED
RURAL DEVELOPMENT**

Clause I. 1. For the purpose of carrying out the programmes listed in articles II and VII of the Supplementary Agreement concerning technical co-operation in regard to irrigated land and integrated rural development, the Government of Spain shall provide the Venezuelan technicians with the following:

- (a) Air fares, Caracas-Madrid-Caracas, in tourist class;
- (b) Expenses for travel within Spain for purposes of work, training or specialized training;
- (c) A monthly amount in pesetas equivalent to one thousand five hundred United States dollars (\$US 1,500);
- (d) A daily subsistence allowance in pesetas equivalent to fifty United States dollars (\$US 50) whenever, for purposes of work or study, they spend the night away from the residences established for carrying out the programmes;
- (e) Medical, pharmaceutical and hospital care;

2. Medical, pharmaceutical and hospital care for the wives and minor children of the Venezuelan technicians posted to Spain, for the duration of their stay in that country.

Clause II. 1. Similarly, the Government of the Republic of Venezuela shall provide the Spanish experts referred to in articles IV, V, VI and VII of the Supplementary Agreement concerning technical co-operation in regard to irrigated land and integrated rural development with the following:

- (a) Air fares, Madrid–Caracas–Madrid, in tourist class;
- (b) Expenses for travel within Venezuela to the place of residence and for carrying out the programmes;
- (c) A monthly amount in bolivars equivalent to two thousand five hundred United States dollars (\$US 2,500) for the Senior Architect and Engineers referred to in articles IV, V and VI and for the experts referred to in article VII;
- (d) A monthly amount in bolivars equivalent to two thousand United States dollars (\$US 2,000) for the Technical Engineers referred to in article IV;
- (e) A monthly amount in bolivars equivalent to one thousand five hundred United States dollars (\$US 1,500) for the Agriculturist referred to in article IV;
- (f) A daily subsistence allowance in bolivars equivalent to fifty United States dollars (\$US 50) whenever, for the purpose of carrying out the programmes, they spend the night away from the residences established for them;
- (g) Medical, pharmaceutical and hospital care;

2. Medical, pharmaceutical and hospital care for the wives and minor children of the Spanish technicians referred to in articles IV, V and VI who are posted to Venezuela, for the duration of their stay in that country.

3. IRYDA undertakes to pay its technicians for the duration of their stay in Venezuela the salaries payable to them in Spain. During the service assignments of the technicians referred to in articles V, VI and VII, IRYDA shall pay the appropriate subsistence allowances, provided that the assignments are for less than three months.

4. IRYDA undertakes, in the case of the experts referred to in article IV, who travel with their families, to pay the travel costs from their residence in Spain to their destination in Venezuela of their wives and minor or disabled children and also the cost of return travel to Spain on completion of the expert's mission.

Clause III. 1. The Government of Spain shall provide the Venezuelan Co-ordinator referred to in article VIII with the following:

- (a) Expenses for travel within Spain for the purpose of carrying out his activities;
- (b) A monthly amount for subsistence and travel allowance in pesetas equivalent to three thousand United States dollars (\$US 3,000);
- (c) Medical, pharmaceutical and hospital care.

2. The Government of Spain shall provide for the Spanish Co-ordinator, through the International Technical Co-operation Directorate of the Ministry of Foreign Affairs, the air fare, Madrid–Caracas–Madrid, in tourist class.

Similarly, through IRYDA, it undertakes to pay the Spanish Co-ordinator, for the duration of his stay in Venezuela, the full salary payable to him in Spain and the appropriate subsistence allowances.

Clause IV. 1. The Government of the Republic of Venezuela shall provide the Spanish Co-ordinator referred to in article VIII with the following:

- (a) Expenses for travel within Venezuela for the purpose of carrying out his activities;
- (b) A monthly amount for subsistence and travel allowance in bolivars equivalent to three thousand United States dollars (\$US 3,000);
- (c) Medical, pharmaceutical and hospital care.

2. The Government of the Republic of Venezuela shall provide the Venezuelan Co-ordinator with the air fare, Caracas-Madrid-Caracas, in tourist class.

It also undertakes, through MAC, to pay the Venezuelan Co-ordinator, for the duration of his stay in Spain, his full remunerations and appropriate subsistence expenses.

Clause V. 1. The Spanish technicians referred to in this Agreement shall have at least eight years' professional experience and shall be approved in advance by Venezuela.

2. The minimum length of stay in Venezuela of the Spanish engineers referred to in article IV shall be 18 months.

When a technician's assignment is for the three years during which the Supplementary Agreement is in force, he shall be entitled during that period to one month's vacation in Spain, which may be taken after the eighteenth month, with all rights guaranteed.

3. Air fares in tourist class for the vacation period referred to in the previous paragraph shall be paid by the Government of Venezuela.

4. Air fares in tourist class for the wives and minor or disabled children of the technicians for the vacation period referred to in paragraph 2 of this clause shall be paid by IRYDA.

Clause VI. If they are career personnel of the body providing the co-operation, the Spanish technicians concerned shall have, for the duration of their assignments, the status of permanent staff on temporary assignment, in accordance with article 20 of the Staff Rules of Autonomous Bodies, it being understood that all the requirements set forth in the aforementioned article have been met because they were appointed by the Presidency of IRYDA to carry out their assignments.

Clause VII. Both IRYDA and MAC and IAN 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.

If technicians on assignment are sent back, they shall be replaced within an appropriate period so as to avoid jeopardizing the progress of the programmes.

Clause VIII. The amounts provided for in clauses I, II, III and IV shall be reviewed jointly by the two Parties 18 months after the signing of the Agreement, so that they may be brought into line with the situation expected to prevail for the remainder of the term of validity.

DONE at Madrid, on 13 April 1981, in two original copies in the Spanish language, both texts being equally authentic.

For the Government
of Spain:

[*Signed*]

JAIME LAMO DE ESPINOSA
Minister of Agriculture

For the Government
of the Republic of Venezuela:

[*Signed*]

JOSÉ LUIS ZAPATA
Minister of Agriculture
and Livestock
