

No. 21204

**SPAIN
and
HONDURAS**

**Basic Agreement on scientific and technical co-operation
(with annexed protocol concerning the status of technical
co-operation experts). Signed at Tegucigalpa on
8 December 1981**

Authentic text: Spanish.

Registered by Spain on 13 August 1982.

**ESPAGNE
et
HONDURAS**

**Accord de base relatif à la coopération scientifique et technique
(avec protocole annexe concernant le statut des
experts). Signé à Tegucigalpa le 8 décembre 1981**

Texte authentique : espagnol.

Enregistré par l'Espagne le 13 août 1982.

[TRANSLATION — TRADUCTION]

BASIC AGREEMENT¹ ON SCIENTIFIC AND TECHNICAL CO-OPERATION BETWEEN THE GOVERNMENT OF SPAIN AND THE GOVERNMENT OF THE REPUBLIC OF HONDURAS

The Government of Spain and the Government of the Republic of Honduras,
Desiring to strengthen the existing ties of friendship and co-operation,
Recognizing the advantages of close co-operation,
Convinced of the need to encourage the expansion of such co-operation in the future, in view of the numerous advantages resulting from it,
Have agreed as follows:

Article I. 1. Both Parties shall extend to each other scientific and technical co-operation in all fields of interest to the two countries.

2. Both Parties shall plan and carry out jointly scientific and technical co-operation programmes and projects with the aim of expediting and ensuring the economic development and social welfare of the two countries.

3. Specific scientific and technical co-operation programmes and projects, which shall be the subject of subsequent supplementary agreements, shall be carried out in accordance with the general provisions of this Agreement and, where appropriate, the specific provisions of any supplementary agreements concluded in writing and individually and signed between the Parties on the basis of this Agreement.

Article II. The co-operation provided for in article I of this Agreement may consist of:

- (a) Exchange of technicians and experts to provide consultative and advisory services in the planning and implementation of specific co-operation programmes and projects established in supplementary agreements;
- (b) Granting of fellowships and training or specialization courses;
- (c) Exchange of scientific and technical information;
- (d) Exchange of expert and specialist missions for implementing the previously agreed scientific and technical co-operation programmes and projects;
- (e) Joint planning of studies which may contribute to the economic and social development of the two countries;
- (f) Organization of seminars, series of lectures and vocational training programmes and similar activities;
- (g) Provision of the equipment and the materials necessary for implementing the programmes and projects established in supplementary agreements;
- (h) Joint research activities on scientific and technical problems, which may lead to advances in the economic, industrial, health, educational and other fields;
- (i) Joint use of scientific and technical facilities, pursuant to the necessary prior agreements;

¹ Applied provisionally from 8 December 1981, the date of signature, and came into force definitively on 9 June 1982, the date on which the Parties notified each other of the completion of their legal procedures, in accordance with article IX.

- (j) Any other scientific and technical co-operation activity which may be agreed between the two Parties.

Article III. Dissemination of the technical or scientific information which the two Parties may exchange under the terms of this Agreement may be barred or limited if the Contracting Parties, or the agencies designated by them, so agree before or during the exchange.

Article IV. The exchange of scientists, experts and technicians, as well as other matter relating to the implementation of this Agreement, shall be regulated by the implementation provisions contained in the annexed protocol concerning the status of experts, which is an integral part of this Agreement.

Article V. 1. In order to ensure fulfilment of the requirements of this Agreement, the two Parties hereby agree to set up a Joint Commission composed of representatives appointed by them.

The Commission shall meet in each of the two countries alternately.

The Commission shall draw up its rules of procedure should it consider this necessary. It may set up sub-commissions and working groups.

2. Either Party may, at any time, submit to the other proposals for scientific and technical co-operation through the usual diplomatic channel.

Article VI. In addition to its general examination of matters relating to the implementation of this Agreement, the Joint Commission shall have, *inter alia*, the following functions:

- (a) To identify and define the areas in which supplementary agreements and specific technical co-operation programmes and projects can be implemented, assigning to them an order of priority;
- (b) To draw up the programme of co-operation activities to be undertaken;
- (c) Periodically to review the programme as a whole;
- (d) To evaluate the results of the implementation of the specific programmes and projects in order to improve the effectiveness of the activities undertaken under this Agreement and supplementary agreements;
- (e) To propose to both Governments that they approve supplementary agreements concerning the co-operation activities referred to in article II;
- (f) To make such recommendations as it may deem relevant to the two Governments.

At the conclusion of each session, the Joint Commission shall draft a report setting forth the results obtained in the respective areas of co-operation.

Article VII. The contribution of each Party to the financing of technical co-operation programmes and projects which may be implemented according to the provisions of this Agreement shall be established, in each case, in the supplementary agreements referred to in article I, paragraph 3.

Whenever they deem it necessary, the Parties may request international organizations to participate in the financing and/or implementation of programmes and projects resulting from the modalities of technical co-operation envisaged in this Agreement or in supplementary agreements resulting therefrom.

Article VIII. The competent authorities of the two Parties shall, in accordance with the domestic legislation of the two countries, co-ordinate and pro-

gramme the implementation of the co-operation activities envisaged in this Agreement and in the supplementary agreements resulting therefrom, and shall make the necessary arrangements to that end.

These functions shall be performed, in the case of Spain, by the Ministry of Foreign Affairs and, in the case of the Republic of Honduras, by the Higher Council for Economic Planning.

Article IX. This Agreement shall apply provisionally from the date of signature and shall enter into force on the date on which the Parties notify each other that their respective legal requirements have been fulfilled.

If such notification is not simultaneous, the date of the later notification shall count for the purposes of entry into force.

Article X. 1. This Agreement shall remain in force for five years and shall be automatically renewable for periods of one year unless one of the Parties notifies the other in writing, at least six months in advance, that it has decided against renewal.

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

3. The denunciation shall not affect programmes and projects already in progress, unless the Parties agree otherwise.

DONE at Tegucigalpa, D.C. on 8 December 1981, in two original copies in the Spanish language, both texts being equally authentic.

For the Government
of Spain:

[Signed]

JOSÉ DE CUADRA ECHAIDE
Ambassador Extraordinary
and Plenipotentiary

For the Government
of the Republic of Honduras:

[Signed]

ANGEL FORTIN MIDENCE
Acting Minister for Foreign Affairs

ANNEXED PROTOCOL TO THE BASIC AGREEMENT ON SCIENTIFIC AND TECHNICAL CO-OPERATION BETWEEN THE GOVERNMENT OF SPAIN AND THE GOVERNMENT OF THE REPUBLIC OF HONDURAS CONCERNING THE STATUS OF TECHNICAL CO-OPERATION EXPERTS

For the purpose of implementing the Basic Agreement on scientific and technical co-operation between Spain and the Republic of Honduras¹ and, specifically, article III of the Agreement, the two Parties have signed this annexed protocol to the above-mentioned Agreement, with a view to establishing the responsibilities of each of the Parties in carrying out technical co-operation.

CHAPTER I. DEFINITIONS

For the purposes of this Protocol:

(a) "Spanish agencies" means individuals or bodies corporate of Spain, within the meaning of Spanish legislation, engaged in a programme of scientific and technical co-operation with the Republic of Honduras;

¹ See p. 145 of this volume.

(b) “Spanish personnel” means advisers, experts, educators, technicians and other specialists sent to the territory of the Republic of Honduras for the purpose of implementing the programmes and projects agreed by the Joint Commission or specified in the relevant supplementary agreements provided for in articles I and II of the Agreement;

(c) “Dependants of the Spanish personnel” means the spouse and any children who are minors;

(d) “Honduran agency” means an agency designated by the Government of the Republic of Honduras to carry out a programme or project agreed by the Joint Commission for inclusion under supplementary agreements.

CHAPTER II. RESPONSIBILITIES OF THE GOVERNMENT OF THE REPUBLIC OF HONDURAS

1. Such privileges and benefits as may be granted by the Government of Honduras to international experts shall, on the basis of the most favoured nation clause, be applicable to Spanish experts.

2. Spanish agencies and Spanish personnel shall be exempt from all income taxes, import duties, customs duties or any other taxes or charges in respect of professional and technical equipment, personal effects and household appliances. Their dependants shall enjoy equal benefits. The same exemption shall apply to the import of a motor vehicle for each member of the Spanish personnel, subject to the relevant Honduran legislation.

3. Members of the Spanish personnel may, at the end of their mission, export the personal effects, household appliances and motor vehicle which they may have brought into the territory of the Republic of Honduras in accordance with the provisions of the preceding paragraph.

4. The competent Honduran agencies shall assume payment of any duty, tax or charge in respect of the equipment which may be imported into Honduran territory for the purpose 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 journey and biennial vacations) of Spanish personnel and their dependants, between their usual place of residence and the entry and departure points in the territory of Honduras.

2. The Government of Spain shall advise all Spanish agencies and Spanish personnel travelling to Honduras under this Agreement to take out insurance covering injuries 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 activities specified in the decisions adopted by the Co-ordinating Committee or in the supplementary agreements.

4. The Government of Spain shall assume the costs relating to the training and advanced training, in the territory of Spain, of the Honduran personnel involved in the programmes and projects approved by the Joint Commission or in the supplementary agreements.

5. Such privileges and benefits as may be granted by the Government of Spain to international experts shall, on the basis of the most-favoured-nation clause, be applicable to Honduran experts.

CHAPTER IV. FINAL PROVISIONS

1. The goods, equipment and items imported into the territory of the Republic of Honduras or the territory of Spain in accordance with this Agreement may neither be transferred nor lent, whether in return for payment or free of charge, except under conditions authorized by the competent authorities of the territory.

2. This protocol shall, when signed, enter into force on the same date as the bilateral Basic Agreement. It shall be valid for two years and may be 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 Tegucigalpa, D.C. on 8 December 1981, in two original copies in the Spanish language, both texts being equally authentic.

For the Government
of Spain:

[Signed]

JOSÉ DE CUADRA ECHAIDE
Ambassador Extraordinary
and Plenipotentiary

For the Government
of the Republic of Honduras:

[Signed]

ANGEL FORTIN MIDENCE
Acting Minister for Foreign Relations
