

No. 21205

**SPAIN
and
HONDURAS**

Agreement on the conservation of natural resources and the development of forestry and related industries, supplementary to the Basic Agreement on scientific and technical co-operation. Signed at Tegucigalpa on 8 December 1981

Authentic text: Spanish.

Registered by Spain on 13 August 1982.

**ESPAGNE
et
HONDURAS**

Accord relatif à la protection de la nature et au développement de la sylviculture et des industries connexes, complémentaire à l'Accord de base relatif à la coopération scientifique et technique. Signé à Tegucigalpa le 8 décembre 1981

Texte authentique : espagnol.

Enregistré par l'Espagne le 13 août 1982.

[TRANSLATION — TRADUCTION]

AGREEMENT¹ ON THE CONSERVATION OF NATURAL RESOURCES AND THE DEVELOPMENT OF FORESTRY AND RELATED INDUSTRIES, SUPPLEMENTARY TO THE BASIC AGREEMENT 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, In accordance with the provisions of article 1 of the Basic Agreement on scientific and technical co-operation between the two countries signed at Tegucigalpa (D.C.),²

Considering their common interest in the conservation, development and rational use of renewable, natural resources, in particular those contained in forests and other natural land areas, fresh watercourses, national parks and similar reserves,

Recognizing the benefits of close co-operation between the two countries for the purpose of achieving maximum efficiency in managing such resources and in obtaining products, goods and services from said resources in the greatest possible quantity and of the best possible quality for their people, agree as follows:

Article I. Subject to the provisions of this Agreement and contingent upon the provisions of the agreements, laws, regulations and other legal norms in force in Spain and Honduras, the Contracting Parties shall co-operate in the conservation of natural resources and the development of forestry and related industries, including, to that end, the conducting of studies and the organizing of joint endeavours and projects.

Article II. The technical responsibility for the implementation of the programmes and projects carried out under this Agreement shall be delegated by the Contracting Parties to the National Institute for the Conservation of Natural Resources, of Spain, and the Honduran Corporation for Forestry Development, of Honduras, hereinafter referred to as ICONA and COHDEFOR, respectively, which may entrust State or private bodies of their countries with the practical application of said programmes and projects. In each instance, the appropriate opinion of ICONA and COHDEFOR shall be given in respect of the planning, supervision and approval of the programmes and projects.

Article III. The envisaged co-operation may be carried on in future in the following fields:

(1) Elaboration and development of projects for the organized use of natural forests for rural development.

In these projects, all or some of the following components may be included:

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 informed each other of the completion of their legal procedures, in accordance with article IX.

² See p. 145 of this volume.

- (a) Inventory of renewable natural resources (forests, cynegetic resources, fisheries resources, etc.);
- (b) Planning and arrangement of forests, forestry and reforestation;
- (c) Exploitation and transport of forest products;
- (d) Study of the technological features and possible applications of lumber and other forest products;
- (e) Marketing of lumber and other products;
- (f) Rural activities to complement forestry programmes;
- (g) Improvement and expansion of the infrastructure in forest areas;
- (h) Community organization for the implementation of forestry programmes;
- (2) Elaboration and development of industrial forestation projects (artificial forests) for rural development;
- (3) Development of the lumber industry:
 - (a) Modernization and expansion of existing industries;
 - (b) Establishment of industries and integrated industrial complexes for the organized use of natural or artificial forests;
 - (c) Seasoning and preserving of lumber and other products of natural and artificial forests;
- (4) Conservation and restoration of nature and its resources:
 - (a) Watershed management, forest hydrology works and protection of agricultural soils;
 - (b) Control of erosion and desertification;
 - (c) Protection of ecosystems, flora, fauna, natural areas and scenic landscapes;
 - (d) Re-establishment of biological balances;
 - (e) Restoration of damaged ecosystems;
 - (f) Fighting forest fires and pests;
- (5) Development and rational use of cynegetic resources and fresh water fisheries resources;
- (6) Development and management of national parks and similar reserves, recreational areas and other ecologically and socially motivated activities;
- (7) Direct management by the State of renewable natural resources: development of the Forestry Administration and its specialized cadres.

Article IV. Technical co-operation may take the following forms:

- (a) Theoretical and in-service training of technical and skilled personnel;
- (b) Study missions;
- (c) Exchange of consultants and specialists;
- (d) Studies and work by joint teams from the two countries;
- (e) The sending of entire management teams to perform special tasks and the simultaneous training of staff cadres;
- (f) Scholarships;
- (g) Exchange of documentation and technical information.

Article V. Under this Agreement, in the first three-year phase, the following programmes shall be carried out, with top priority given to the Comayagua Plan.

(a) *Forestation and reforestation*

The objective of this programme is to achieve, in the shortest possible time, and at the scheduled rate, the regeneration of pine forests. To this end, forestry teams shall be formed to plan and carry out this type of work with maximum efficiency and economy.

Co-operation in this field shall consist, in the first stage, of the sending of a technical team for a total of four expert-months to set up systems and find practical ways of implementing the programme and to determine the Spanish technical component needed to complement the national capability. Moreover, for the implementation of projects financed by international banks, the objective of co-operation between the two countries shall be to train responsible national teams quickly, by means, where appropriate, of the temporary import of specialized teams with extensive experience in this type of work.

(b) *Forest management*

The management of pine forests is the basic goal of the Comayagua Plan for achieving sustained socio-economic development. This development will be based on the maximum and ongoing production of raw materials and their industrial processing so as to ensure the highest possible value added for the region.

In the first stage, a technical team will be sent, representing a total of six expert-months, with experience in the management of pine forests; it will collaborate with COHDEFOR in the study and initial implementation of the management plans and will determine the staff cadres necessary to continue the technical management of the amounts involved in the programme. This will allow for the possible incorporation of Spanish technicians to complement the staff cadres, under conditions to be negotiated in due course within the spirit and possibilities of this Agreement.

(c) *Forest exploitation*

As a result of the mission of co-operation organized by the General Office of International Technical Co-operation in 1979, COHDEFOR assigned special priority to the feasibility study for a national project for the construction of prefabricated wooden houses. Consequently, for the first year of this programme, a two-member team, representing a total of four expert-months, will be sent to define the projected dimensions and characteristics of the prefabricated house project and the methodology, personnel, means and time needed for preparing the feasibility study.

Also considered of top priority by COHDEFOR is the study of the project for establishing a long-grained cellulose plant at Santa Rita, with a capacity of 50,000 to 100,000 metric tons, for the production of "Kraft liner" or "newsprint". As in the preceding case, for the first year of the programme, a two-member team will be sent, representing a total of four expert-months, to analyse the basic conditions of the project and define the methodology, personnel, means and time needed for preparing the study for the project. This analysis will be carried out within the framework of the 1979 study by the Spanish Forestry Mission. When the team has completed its work, the two Parties shall come to an agreement on how to complete the preparations for the proposed plant.

Lastly, a total of six expert-months/year is contemplated for the second and third years of the forest industries programme, in order to ensure technical co-operation with the efforts of COHDEFOR to achieve industrial development in the Comayagua forests.

(e) *In-service training*

For the purpose of training Honduran technical personnel during the triennium in which this Agreement is in effect, a programme shall be carried out in which Honduran professionals will receive intensive training as members of special work teams. Four annual scholarships, for a total of 16 man-months, will be awarded to persons holding advanced and mid-level degrees. These scholarships shall include topics such as forest management, forestry, forestation, watershed management, flood control, forest infrastructure and exploitation, management of national parks, management and administration of hunting, planning and development of forest industries, etc. To supplement this programme, two Spanish experts may visit Honduras annually for periods of up to one month in order to collaborate in the practical application of acquired technical knowledge.

(f) *Strengthening COHDEFOR*

For the purpose of co-operating with the Government of Honduras in its efforts to achieve full development of the forestry sector through the Honduran Corporation for Forestry Development, three experts in some of the fields of specialization mentioned in the preceding paragraph, representing a total of six expert-months/year, may be sent annually.

Article VI. The bodies responsible for international co-operation in the two countries reserve the right to send any technician back to his place of origin if, by mutual agreement, his work is judged to be inadequate. In any event, any such technician shall be given at least ten days' notice. Spanish technicians shall be replaced within a suitable time in order to avoid impeding the progress of the programme.

Article VII. In accordance with the provisions of the Basic Agreement on scientific and technical co-operation signed between the Government of Spain and the Government of the Republic of Honduras, the latter Government undertakes to grant to the Spanish experts sent by Spain to Honduras under this Agreement facilities of any kind extended by the Honduran Government to the experts of international organizations.

Article VIII. 1. The financial obligations contracted by the Government of Spain for the implementation of the programmes provided for in article V of this Agreement shall be fulfilled:

- (a) By the Ministry of Foreign Affairs through the General Office for International Technical Co-operation, which shall bear the cost of:
- The monthly salaries, subsistence allowances and domestic travel, accident insurance and medical, pharmaceutical and hospital care during their stay in Spain of the Honduran technicians referred to in article V (e) concerning the in-service training programme in Spain for Honduran technical personnel;
 - The costs of hiring the teams of experts responsible for implementing the first stage of the programmes referred to in article V, including the monthly salaries of the experts, the management, administration and co-ordination of the respective programmes, the drafting, editing and publication of the results of the studies completed and general expenses;
 - Air fares for the Spanish experts participating in the six programmes;
- (b) By the Ministry of Agriculture and other departments, which shall bear the cost of:

- Emoluments earned in Spain by the experts who are staff members of those departments and who participate, as part of a service mission, in the aforementioned programmes during their stay in Honduras;
- (c) By the Ministry of Agriculture, through the National Institute for the Conservation of Natural Resources (ICONA), which shall assume responsibility for providing the necessary facilities through its specialized units for the in-service training of the Honduran technicians participating in the programme referred to in the aforementioned article V (e).

2. The bodies mentioned in the preceding section shall fulfil the obligations set forth therein by using the funds allocated to them.

3. The financial obligations contracted by the Government of the Republic of Honduras shall be met by the Honduran Corporation for Forestry Development, which shall be responsible for:

- The cost of office premises and office supplies, and the counterpart and auxiliary staff necessary for the normal operation of the programmes provided for in this Agreement;
- The subsistence allowances received by the Spanish experts referred to in article V during their stay in Honduras;
- Service-related travel expenses in Honduras and the cost of medical, pharmaceutical and hospital care for the Spanish experts referred to in article V during their stay in Honduras;
- The air fares of Honduran technical staff who participate in the in-service training programme in Spain referred to in article V (e).

Article IX. 1. 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 constitutional requirements have been fulfilled.

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

2. Even after this Agreement has expired, the programmes and projects already initiated shall continue to be implemented until they have been completed, unless otherwise expressly decided by the Parties.

SIGNED at Tegucigalpa, D.C. on 8 December 1981.

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

[Signed]

EFRAÍN RECONCO MURILLO
Executive Secretary of the
Higher Council for Economic Planning

[Signed]

JOSÉ ALBERTO EGUIGUREMS RIVERA
General Manager of the Honduran Cor-
poration for Forestry Development
(COHDEFOR)
