

No. 21267

**BRAZIL
and
SPAIN**

**Supplementary Agreement on irrigation engineering.
Signed at Brasília on 25 August 1982**

Authentic texts: Portuguese and Spanish.

Registered by Brazil and Spain on 1 October 1982.

**BRÉSIL
et
ESPAGNE**

**Accord complémentaire en matière de techniques d'irrigation.
Signé à Brasília le 25 août 1982**

Textes authentiques : portugais et espagnol.

Enregistré par le Brésil et l'Espagne le 1^{er} octobre 1982.

[TRANSLATION — TRADUCTION]

SUPPLEMENTARY AGREEMENT¹ ON IRRIGATION ENGINEERING

The Government of the Federative Republic of Brazil and the Government of Spain,

Desiring to develop technical co-operation on the basis of article 1 of the Basic Agreement on technical co-operation signed in Brasília on 1 April 1971,² and

Recognizing the importance of co-operating in irrigation engineering for optimizing agricultural development,

Have agreed as follows:

Article I. 1. The Government of the Federative Republic of Brazil and the Government of Spain shall jointly support the co-operation to be established between the Brazilian Ministry of the Interior, through the Southern Region Development Administration (SUDESUL), and the Spanish Ministry of Agriculture, through the National Agrarian Reform and Development Institute (IRYDA), in irrigation engineering matters.

2. This co-operation shall consist in the joint provision of advisory and consultancy services and in human resources training in the areas concerned through exchanges of engineers and technicians and, wherever possible, the establishment of programmes to supplement the activities provided for in this Agreement, such as visits, missions, seminars, and basic and advanced courses of training.

Article II. Contributions of the Government of Spain:

1. The Government of Spain shall send to Brazil:

- (a) Three senior engineers each year, specializing in irrigation and drainage projects, the organization of irrigation systems and the development of irrigable areas;
- (b) One specialist in irrigation engineering each year for specific assignments arranged by SUDESUL involving a maximum stay in Brazil of 90 days.

2. It shall receive in Spain:

- (a) Five SUDESUL technicians each year for advanced training in irrigation projects;
- (b) One SUDESUL executive with managerial responsibilities, for yearly inspection tours of up to 30 days in Spain.

3. It shall maintain in Spain a co-ordinator for preparing and monitoring the advanced training courses and travel of SUDESUL staff in Spain and supervising, co-ordinating and supporting IRYDA personnel in Brazil. The co-ordinator may travel to Brazil once a year and remain there for a maximum of 30 days.

¹ Came into force on 25 August 1982 by signature, in accordance with article V (1).

² United Nations, *Treaty Series*, vol. 957, p. 95.

4. It shall provide the Brazilian technicians with:
 - (a) A daily allowance in pesetas equivalent to \$US 100 for SUDESUL officials with managerial responsibilities on official travel away from their place of residence;
 - (b) A monthly salary in pesetas equivalent to \$US 1,500 for the SUDESUL technicians referred to in article II, paragraph 2, subparagraph (a);
 - (c) A daily allowance in pesetas equivalent to \$US 60 for the SUDESUL technicians mentioned in article II, paragraph 2 (a), on official travel away from their place of residence;
 - (d) Paid travel within Spain in connection with the training courses;
 - (e) Medical, pharmaceutical and hospital care, which shall extend to their legal dependents residing with them during their stay in Spain.
5. It shall provide the SUDESUL co-ordinator with:
 - (a) A daily allowance in pesetas equivalent to \$US 100 for official travel away from his place of residence;
 - (b) Transport within Spain when on official travel;
 - (c) Medical, pharmaceutical and hospital care.
6. It shall make the following payments to the staff from the Ministry of Agriculture:
 - (a) All remuneration accruing in Spain to the engineers and technicians referred to in article II, paragraph 1, subparagraphs (a) and (b), during their stay in Brazil, and travel to and from Brazil;
 - (b) The daily allowances payable to the technicians referred to in article II, paragraph 1, subparagraph (b);
 - (c) Round-trip travel for the dependents of the staff referred to in article II, paragraph 1, subparagraph (a), from their place of residence in Spain to their destination in Brazil;
 - (d) All remuneration accruing to the IRYDA co-ordinator during his stay in Brazil, and the corresponding daily allowances;
 - (e) Travel to and from Brazil for the IRYDA co-ordinator;
 - (f) Round-trip travel for technicians who, by remaining in Brazil for a period of 24 months, are entitled to 30 days' vacation in Spain. This benefit shall also extend to the technicians' dependents.
7. (a) The financial obligations assumed by the Spanish Government under this Agreement shall be discharged:
 - (i) Through IRYDA, an autonomous institute under the Spanish Ministry of Agriculture, which shall pay the remuneration accruing in Spain to the Spanish technicians who collaborate with SUDESUL in Brazil; the costs of transporting the legal dependents of the said technicians from their place of residence in Spain to their destination in Brazil, subject to the restrictions stipulated in this Agreement; the costs of the courses provided in Spain for SUDESUL technicians; and any costs arising from the presence in Brazil of Spanish personnel on assignment that are not chargeable to the Brazilian Government.
 - (ii) The International Technical Co-operation Directorate of the Spanish Ministry of Foreign Affairs shall defray the costs of round-trip

travel by Spanish technicians travelling to Brazil, and the costs of the monthly, daily and assignment allowances, subsistence allowances and medical, pharmaceutical and hospital care of the Brazilian technicians attending the relevant courses in Spain and their legal dependents, subject to the restrictions specified in this Agreement.

- (b) Both bodies shall discharge the obligations referred to in the above paragraphs by using the relevant budget appropriations;
- (c) If they are career personnel of the Spanish body providing the co-operation, the experts concerned shall have, for the duration of their assignment, the status of permanent staff on temporary assignment in accordance with article 20 (d) of the Staff Rules of Autonomous Bodies, it being understood that all the requirements set forth in the aforementioned Rules have been met because they were appointed by the Presidency of IRYDA to carry out their assignment.

Article III. Contributions of the Government of the Federative Republic of Brazil:

1. The Government of the Federative Republic of Brazil shall make the requisite counterpart scientific and technical personnel available to the project.
2. It shall appoint a co-ordinator to establish a lasting relationship between SUDESUL and the IRYDA staff sent to Brazil. The co-ordinator may travel to Spain once a year, staying there for a maximum of 30 days.
3. It shall provide the staff from IRYDA with:
 - (a) A daily allowance in cruzeiros equivalent to \$US 100 for the experts referred to in article II, paragraph 1, subparagraph (b), on official travel away from their place of residence;
 - (b) A monthly salary in cruzeiros equivalent to \$US 2,000 for the engineers referred to in article II, paragraph 1, subparagraph (a);
 - (c) A daily allowance in cruzeiros equivalent to \$US 60 for the engineers referred to in article II, paragraph 1, subparagraph (a), on official travel away from their place of residence;
 - (d) Medical, pharmaceutical and hospital care, which shall extend to their legal dependents residing with them during their stay in Brazil.
4. It shall provide the IRYDA co-ordinator with:
 - (a) A daily allowance in cruzeiros equivalent to \$US 100 for official travel away from his place of residence;
 - (b) Transport within Brazil on official travel;
 - (c) Medical, pharmaceutical and hospital care.
5. It shall make the following payments to the Brazilian personnel:
 - (a) All remuneration accruing to them in Brazil during their stay in Spain;
 - (b) Round-trip travel to Spain for the technicians referred to in article II, paragraph 2, subparagraphs (a) and (b);
 - (c) Round-trip travel to Spain and the corresponding daily allowances for SUDESUL executives with managerial responsibilities;
 - (d) Round-trip travel to Spain and the corresponding daily allowances for the SUDESUL co-ordinator.

Article IV. 1. The advanced training courses referred to in article II, paragraph 2, subparagraph (a), shall be held in the first half of each year, and shall each last six months.

2. Accommodation for the engineers referred to in article II, paragraph 1, subparagraph (a), shall be specified by common accord with SUDESUL before the courses start.

3. The engineers referred to in article II, paragraph 1, subparagraphs (a) and (b), shall:

(a) Be at least 30 years old and have at least five years of professional experience in their fields of specialization;

(b) Remain in Brazil for a minimum of 12 months.

4. Both IRYDA and SUDESUL reserve the right to send back to their countries of origin any trainee or serving technician, respectively, whom they judge to be unsuitable. In such an event, the persons concerned shall be given at least 45 days' notice. The Spanish technicians shall be replaced in sufficient time to avoid jeopardizing the progress of the courses.

5. The amounts specified in articles II and III above may be revised as from the eighteenth month following the entry into force of this Agreement in order to bring them into line with substantiated cost-of-living increases over this period. The base line for this purpose shall be the month of entry into force of the Agreement, and the adjustment index used shall be the latest available. The new amounts shall apply as from the first day of the nineteenth month following the entry into force of the Agreement.

Article V. 1. This Agreement shall enter into force on the day of its signature and remain in force for three years; it may be denounced by either Party. Denunciation shall take effect six months after the date of receipt of notice to that effect.

2. Even if this Agreement has expired, training courses and projects already begun shall be carried through to completion unless an explicit decision to the contrary is made by the Parties.

DONE at Brasília on 25 August 1982, in two originals, in the Portuguese and Spanish languages, both texts being equally authentic.

For the Government
of the Federative Republic of Brazil:

[Signed]

RAMIRO SARAIVA GUERREIRO

For the Government
of Spain:

[Signed]

FRANCISCO JAVIER VALLAURE