

No. 21896

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**SPAIN  
and  
PARAGUAY**

**Agreement supplementing the Agreement on social co-operation, for the implementation of phase II of the provision of technical co-operation to the training programme for Paraguayan workers and middle-level executives (with protocol). Signed at Asunción on 26 December 1977**

*Authentic text: Spanish.*

*Registered by Spain on 26 May 1983.*

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**ESPAGNE  
et  
PARAGUAY**

**Accord destiné à mettre en œuvre la phase II du programme de coopération technique pour la formation de main-d'œuvre et de cadres moyens au Paraguay, complémentaire de l'Accord de coopération sociale (avec protocole). Signé à Asunción le 26 décembre 1977**

*Texte authentique : espagnol.*

*Enregistré par l'Espagne le 26 mai 1983.*

## [TRANSLATION — TRADUCTION]

AGREEMENT<sup>1</sup> SUPPLEMENTING THE AGREEMENT ON SPANISH-PARAGUAYAN SOCIAL CO-OPERATION,<sup>2</sup> FOR THE IMPLEMENTATION OF PHASE II OF THE PROVISION OF TECHNICAL CO-OPERATION TO THE TRAINING PROGRAMME FOR PARAGUAYAN WORKERS AND MIDDLE-LEVEL EXECUTIVES

The Governments of Spain and Paraguay, pursuant to the provisions of the Agreement on Spanish-Paraguayan social co-operation signed by the two countries on 5 November 1965,<sup>2</sup> have decided to conclude this Supplementary Agreement on technical co-operation with the following provisions:

*Article I.* The Governments of Spain and Paraguay agree to co-operate in the implementation of phase II of the conduct of the training programme for workers and middle-level executives.

*Article II.* The purpose of the training programme for workers and middle-level executives shall be the training of workers as required by the national plans, and, in particular, the fulfilment of the requirements for Paraguayan participation in the construction of the International Bridge over the Paraguay River, for which construction the Government of Spain extended a substantial credit to the Government of Paraguay.

*Article III.* The Paraguayan agency responsible for undertaking the programme shall be the National Service for Professional Advancement (S.N.P.P.).

*Article IV.* For the implementation of this Agreement, the Spanish Government undertakes to:

1. Send to Paraguay a technical co-operation mission composed of seven experts, who shall remain in Paraguay for a total period of 144 expert-months;
2. Provide to Paraguay as gifts, the teaching kits it requires to undertake the programme;
3. Grant and defray the costs of 14 fellowships for advanced training in Spain of the Paraguayan nationals who are to work as the counterparts of the Spanish experts.

*Article V.* One of the experts referred to in paragraph 1 of the preceding article shall act as head of the technical co-operation mission, without prejudice to the duties attached to his specific role as an expert.

*Article VI.* The travel costs and remuneration of the Spanish experts referred to in article IV shall be met in their entirety by the Spanish Government.

*Article VII.* The fellowships referred to in article IV, paragraph 3, shall be of an average duration of two months, and the amount thereof, in pesetas, shall be borne by the Spanish Government. Such amount shall cover the cost of

<sup>1</sup> Came into force on 26 December 1977 by signature, with effect from 1 January 1978, in accordance with article XV.

<sup>2</sup> United Nations, *Treaty Series*, vol. 1151, p. 37.

instruction, working and information materials, organized trips within Spain, the return fare of fellowship-holders to Paraguay and a monthly allowance of 25,000 pesetas for accommodation.

*Article VIII.* The Protocol annexed to this Supplementary Agreement sets forth the qualifications and the duties of the Spanish experts and of the Paraguayan counterparts, together with the timetable envisaged for the normal completion of the activities mentioned herein.

*Article IX.* The obligations assumed by the Spanish Government under this Agreement shall be fulfilled by the Ministry of Labour.

*Article X.* Under this Agreement, the Paraguayan Government undertakes:

1. To grant the optimum facilities for the execution of the provisions of this Agreement;
2. To provide the centres and premises in which the programme is to be undertaken, in accordance with its requirements;
3. To exempt from all kinds of taxes, charges and customs or any other form of duty, whether national, provincial or of any other kind, the materials, machinery or equipment acquired in Spain and intended for the programme envisaged in this Agreement;
4. To grant the Spanish experts sent to Paraguay by the Spanish Government under this Agreement all the immunities and privileges which the Paraguayan Government grants to experts from international organizations, and shall provide them, upon their arrival in Paraguay, with the requisite international-mission document upon presentation of the credentials accrediting them as such experts;
5. To make available to the programme the executive, teaching, technical, administrative and service staff required for the proper operation of the programme, with the sole exception of the experts to be provided by the Spanish Government;
6. To assume the costs of travel between Asunción and Madrid by the fellowship-holders referred to in article IV, paragraph 3.

*Article XI.* With regard to the Spanish experts, the Paraguayan Government undertakes:

1. To provide the counterpart staff, who will work closely with the Spanish mission;
2. To provide them with support staff, including staff for secretarial and typing duties;
3. To provide the Spanish mission with a suitably furnished and equipped office;
4. To provide the Spanish mission with a vehicle and driver for travel by the experts in the execution of their duties.

*Article XII.* The obligations assumed by the Paraguayan Government under this Agreement shall be fulfilled by the National Service for Professional Advancement (S.N.P.P.).

*Article XIII.* In order to guarantee the most effective implementation of the programme, a Consultative Committee shall be established composed of Paraguayan and Spanish representatives, of whom one shall obligatorily be the

Ambassador of Spain in Paraguay and another the Head of the Spanish technical assistance mission.

*Article XIV.* Without prejudice to whatever else it may itself decide, the functions of the Consultative Committee shall be as follows:

- (a) To supervise the implementation of the programme;
- (b) To decide on appropriate measures to ensure optimum results from the Spanish mission;
- (c) To intervene in matters where its advice may be appropriate to remedy, in due time and form, any possible anomalies;
- (d) Where necessary, to propose to the parties amendments to this Agreement or the widening of its scope.

*Article XV.* This Agreement supplementing the Agreement on Spanish-Paraguayan social co-operation shall enter into force on the date of signature, and the execution thereof shall commence on 1 January 1978.

DONE at Asunción on 26 December 1977, in duplicate, both texts being equally authentic.

For the Spanish Government:

[Signed]

ARTURO REIG TAPIA  
Chargé d'Affaires a.i.

For the Paraguayan Government:

[Signed]

ALBERTO NOGUES  
Minister for Foreign Affairs

[Signed]

SAUL GONZALEZ  
Minister of Justice and Labour

PROTOCOL ANNEXED TO THE AGREEMENT SUPPLEMENTING THE AGREEMENT ON SPANISH-PARAGUAYAN SOCIAL CO-OPERATION, FOR THE IMPLEMENTATION OF PHASE II OF THE PROVISION OF TECHNICAL CO-OPERATION TO THE TRAINING PROGRAMME FOR PARAGUAYAN WORKERS AND MIDDLE-LEVEL EXECUTIVES

Pursuant to the provisions of article VIII of the Supplementary Agreement, and with a view to facilitating the implementation of that Agreement and to ensuring that it meets the requirements for the conduct of the programme of action envisaged therein, this annex establishes the technical aspects governing the Agreement.

To that end, emphasis is laid on the following points:

*Article 1.* EXPERTS. The term "expert" shall apply to those Spanish technical personnel who, in addition to a practical skill, possess a range of specific attributes qualifying them to pass on their own knowledge to others, thereby contributing to the basic and advanced training of the Paraguayan counterparts and technical personnel in their own field.

Most important among those specific attributes are those relating to the mastery of methodology and teaching, human relations, analysis of the jobs and of the trade, and the preparation and/or adaptation of teaching methods.

There shall be a special type of expert who has wide-ranging experience in organizing, conducting and evaluating vocational training, and who is thus qualified to draw up, implement and evaluate specific or general plans and programmes, and to advise on any amendments and/or adaptations which might be called for as a result of such evaluation.

The head of the technical assistance missions shall be an expert who, having met the conditions and attributes laid down in the preceding paragraphs, will be responsible for supervising the missions, co-ordinating the work of all the experts, and performing the representational functions assigned to him in the relevant technical co-operation mission agreement.

*Article 2. DUTIES OF THE EXPERTS.* Although the duties of the experts must be adaptable to the practical requirements of the programmes at every stage of their implementation, the primary duty of all the experts shall be to train their Paraguayan counterparts.

In addition, the experts shall generally be required to perform the following duties:

- Identify requirements with respect to training and competence in their respective fields;
- Help to draw up the curricula for the various levels of basic and advanced vocational training;
- Select, adapt and/or prepare audio-visual and other teaching materials to fit any given case;
- Give advice, where necessary, on matters relating to the installation and use of workshop and laboratory equipment in their respective fields;
- Direct and participate in the organization and conduct of basic and advanced vocational-training courses.

*Article 3. DUTIES OF THE HEAD OF MISSION*

The Head of mission shall, in addition, perform the following duties:

- Represent the Spanish Ministry of Labour in contacts with the National Service for Professional Advancement (S.N.P.P.);
- Represent the Spanish Ministry of Labour in contacts with the Paraguayan authorities, through the intermediary of the Spanish Embassy in Paraguay;
- Co-ordinate the work of the experts comprising the Spanish technical co-operation mission;
- Prepare mission reports in accordance with the guidelines laid down by the Spanish Ministry of Labour;
- Decide, with the agreement of the authorities of S.N.P.P., on functional adjustments and modifications for the continuing adaptation of the curriculum to the operational requirements and possibilities at any given time;
- Participate in the selection of Paraguayan nationals to travel to Spain on fellowships.

*Article 4. SPECIFIC DUTIES OF THE EXPERTS.* In addition to those mentioned in the above paragraphs, the experts shall perform the following specific duties:

1. *Head of mission and agricultural expert:*

- Act as general adviser to the Paraguayan director of the training programme for workers and middle-level executives;
- Supervise the training of the Paraguayan counterparts, and of the Company supervisors and the S.N.P.P. instructors;
- Advise the S.N.P.P. authorities on the preparation and conduct of short-, medium- and long-term programmes;

- Co-operate in research on training needs in the agricultural and livestock sectors;
- Co-operate in the structuring and organization of vocational training in the agricultural and livestock sector;
- Co-operate in the preparation and adaptation of the teaching materials to be used in the agricultural and livestock sector.

2, 3, 4, 5, 6 and 7. *Experts in the industrial and livestock sectors and in the specialized fields of mechanical engineering electronics and agricultural engineering:*

- Co-operate in research on training needs in their own fields;
- Co-operate in the structuring and organization of vocational training in their specialized fields;
- Co-operate in the establishment of programmes and the development of vocational training courses in their respective fields;
- Co-operate in the preparation and adaptation of the teaching materials to be used in their respective fields;
- Propose, in conjunction with the Paraguayan counterparts, in-house training programmes which would meet the basic and advanced training needs of middle-level executives in Paraguay;
- Co-operate in the training of company supervisors.

*Article 5. DESCRIPTION OF THE EXPERTS*

1. *Head of mission:*

- Must have attained a high academic level with substantial experience in the planning and organization of vocational training of workers and middle-level executives.
- Where possible, must have experience in technical co-operation in the Latin American countries.
- The level of SEAF/PPO instructor, or the like, is desirable.

2, 3, 4, 5, 6 and 7. *Experts on middle-level executives: mechanical engineering, electricity and electronics:*

- Must have attained an intermediate or advanced academic level of technical training with substantial experience in the training of middle-level executives. They should have held similar posts in the company.
- The level of technical university professor, SEAF/PPO instructor, workshop leader, at a technical university, or equivalent training is desirable.

*Article 6. TIMETABLE FOR THE ACTIVITIES OF THE EXPERTS*

<i>Experts</i>	<i>Expert-months</i>				<i>Total</i>
	<i>1978</i>	<i>1979</i>	<i>1980</i>	<i>1981</i>	
1. Head of mission and agricultural and livestock expert .....	12	12	12	—	36
2. Expert on middle-level executives: mechanical engineering .....	12	6	—	—	18
3. Expert on middle-level executives: electricity .....	—	12	6	—	18
4. Expert on middle-level executives; electronics .....	—	—	6	12	18

<i>Experts</i>	1978	1979	1980	1981	<i>Total</i>
5. Expert on middle-level executives: agricultural engineering .....	12	6	—	—	18
6. Expert on middle-level executives: livestock sector .....	—	—	6	12	18
7. Expert on middle-level executives: industrial sector .....	—	—	6	12	18
TOTALS	36	36	36	36	144

*Article 7. PARAGUAYAN COUNTERPARTS.* "Counterparts" are the Paraguayan nationals who shall act as the counterparts of the Spanish experts.

The counterparts shall work closely with the corresponding experts, who shall convey to them the full extent of their knowledge in order that, upon the completion of each expert's mission, the counterpart may assume full responsibility in their own specialized field.

The Spanish experts shall be sent to Paraguay not to replace Paraguayan specialists, but to help them to prepare themselves as fully as possible so that they can discharge their duties most effectively. For this reason, the counterparts should be designated in advance of the experts' arrival in order that the maximum benefit may be derived from the experts' presence in Paraguay.

*Article 8. DUTIES OF THE PARAGUAYAN COUNTERPARTS.* The counterparts shall perform duties identical to those assigned to the corresponding experts.

Initially, the expert shall establish the guidelines for activities within his specialized field and shall train his counterparts. As the counterparts gradually assume the various duties, the expert shall focus his attention on those areas which have not yet been fully taken over by the counterparts. Ultimately, the counterparts shall assume all the duties pertaining to their posts and shall initiate action; the expert shall then serve solely as an adviser, co-operating with the counterpart in correcting and improving his performance.

*Article 9. DESCRIPTION OF THE PARAGUAYAN COUNTERPARTS.* The description of the Paraguayan counterparts shall be identical to that indicated for the corresponding Spanish experts.

*Article 10. TIMETABLE FOR THE AWARD OF FELLOWSHIPS TO PARAGUAYAN COUNTERPARTS*

<i>Year</i>	<i>Number of fellowship-holders</i>
1978	3
1979	4
1980	4
1981	<u>3</u>
TOTAL	14 scholarship-holders

This Protocol shall enter into force on the same date as the Agreement supplementing the Agreement on Spanish-Paraguayan social co-operation, for the implementation of phase II of the provision of technical co-operation to the training programme for Paraguayan workers and middle-level executives.

DONE at Asunción, on 26 December 1977, in duplicate, both texts being equally authentic.

For the Spanish Government:

[*Signed*]

ARTURO REIG TAPIA  
Chargé d'Affaires a.i.

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