

No. 21961

**SPAIN
and
MOZAMBIQUE**

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 Madrid on 28 March 1981

Authentic texts: Spanish and Portuguese.

Registered by Spain on 27 June 1983.

**ESPAGNE
et
MOZAMBIQUE**

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 Madrid le 28 mars 1981

Textes authentiques : espagnol et portugais.

Enregistré par l'Espagne le 27 juin 1983.

[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 PEOPLE'S REPUBLIC OF MOZAMBIQUE²

The Government of Spain and the Government of the People's Republic of Mozambique,

In accordance with the provisions of article 1 of the Basic Agreement on Scientific and Technical Co-operation between the two Governments signed at Maputo on 12 December 1980,²

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 the said resources in the greatest possible quantity and of the best possible quality for their people,

Have agreed as follows:

Article I. In accordance with the provisions of this Agreement and subject to the provisions of the international agreements and the legislation in force in Spain and Mozambique, the Contracting Parties shall co-operate in the conservation of natural resources and the development of forestry and related industries by conducting studies and implementing 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 Forestry and Wildlife Department of Mozambique, hereinafter referred to as ICONA and DFF respectively, which may entrust State or private bodies of their countries with the practical implementation of the said programmes and projects. In each instance, the appropriate opinion of ICONA and DFF shall be given in respect of the planning, supervision and approval of the programmes and projects.

Article III. The co-operation provided for in this Agreement shall concentrate especially on the following areas:

1. Preparation and implementation of projects for the organized use of natural forests for economic development. In these projects, all or some of the following components may be included:
 - (a) Making an inventory of renewable natural resources (forests and cynegetic resources);
 - (b) Planning and management of forests, silviculture and reforestation;

¹ Came into force on 28 March 1981 by signature, in accordance with article IX (1).

² United Nations, *Treaty Series*, vol. 1366, No. 1-23052.

- (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) Fostering community organization for the implementation of forestry programmes.
2. Elaboration and implementation of industrial afforestation projects (man-made forests) for economic development.
 3. Development of the lumber industry:
 - (a) Modernization and expansion of existing industries;
 - (b) Establishment of industries and integrated industrial complexes for organized use;
 - (c) Seasoning and preserving of lumber and other products of natural and man-made 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.
 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 personnel.

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

- (a) Theoretical and in-service training of technical and skilled personnel;
- (b) Study tours;
- (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, the following programmes shall be carried out:

- a) *Forestry development programme aimed at implementing priority projects*

This programme will follow the proposal of the Spanish exploratory mission of February-March 1980 for developing in detail the following four priority projects:

- (I) Development of forestry in Tete province;
- (II) Organization of the lumber industry of Maputo;
- (III) Afforestation in Maputo province;

(IV) Management of natural resources and development of tourism in the Maputo Reserve.

The objective of this programme, in the first stage, shall be to define the methodology and scope of the studies for the above projects, by programming the location and schedule of the work to be done and determining the staff and all the resources required for preparation of projects. To this end, a team of six Spanish experts shall carry out a mission as soon as possible in Mozambique, for a total of 11 expert/months (9 in Mozambique and 2 in Spain).

At the conclusion of this stage and in the light of the studies done, the two Contracting Parties shall determine the substance and terms of the co-operation in the next stages, namely, in the first place, project preparation and, in the second place, project implementation.

(b) *In-service training programme in Spain for Mozambican technical personnel*

The programme provides for the awarding of four annual scholarships, for a total of 12 man/months, to individuals possessing advanced or intermediate qualifications. These scholarships shall cover topics such as forest management, silviculture, afforestation, watershed management, flood control, forest infrastructure and exploitation, management of national parks, management and administration of hunting, planning and development of forest industries, and so on. In conjunction with this programme, two Spanish experts may visit Mozambique annually for periods of up to one month in order to collaborate in the practical application of the technical knowledge acquired.

(c) *Programme to strengthen the forestry administration of Mozambique*

For the purpose of co-operating with the Government of the People's Republic of Mozambique in its efforts to achieve full development of the country's forestry sector and effective conservation of its renewable natural resources, Spanish experts shall be sent to Mozambique to work with DFF in some of the fields of specialization mentioned in the preceding paragraph. As many as three experts shall be sent under this programme each year for the first three years, for a total of six expert/months per year.

Article VI. The bodies responsible for international co-operation in the two countries reserve the right to send any technician, either in training or in service, back to his place of origin if he is judged to be unsuitable.

In that case, any such technician shall be given at least ten days' notice. Spanish technicians shall be replaced within a reasonable time in order to avoid any disruption to 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 People's Republic of Mozambique, the latter undertakes to grant to the Spanish experts sent by Spain to Mozambique under this Agreement any facilities extended by the Mozambican Government to experts of international organizations.

Article VIII. 1. The financial obligations contracted by the Government of Spain under this Agreement shall be fulfilled:

(a) By the Ministry of Foreign Affairs through the 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 Mozambican technicians referred to in article V (b) concerning the in-service training programme in Spain for Mozambican technical personnel;
- The expenses involved in hiring the teams of experts responsible for implementing the first stage of programme (a) referred to in article V and for programmes (b) and

(c), referred to in that same article including the monthly salaries of the experts, the management, administration and co-ordination of the respective programmes, the drafting, editing and publication of the studies completed, and overhead expenses;
— The air fares of the Spanish experts participating in the three programmes;

(b) By the Ministry of Agriculture and other departments, which shall bear the cost of:

— Emoluments payable in Spain to the experts who are staff members of those departments and who are assigned to participate in the aforementioned programmes, for the period of their stay in Mozambique;

(c) By the Ministry of Agriculture, through ICONA, which shall assume responsibility for providing the necessary facilities through its specialized units for the in-service training of the Mozambican technicians participating in the programme referred to in article V (b) above.

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

3. The financial obligations contracted by the Government of the People's Republic of Mozambique shall be fulfilled by the Ministry of Agriculture, which shall be responsible for:

- The cost of office space and office supplies and the auxiliary counterpart staff necessary for the normal operation of the programmes provided for in this Agreement;
- The subsistence allowances payable to the Spanish experts who participate in programmes (a), (b) and (c) referred to in article V during their stay in Mozambique;
- The service-related travel expenses in Mozambique and the cost of medical, pharmaceutical and hospital care for the Spanish experts who participate in programmes (a), (b) and (c) referred to in article V during their stay in Mozambique;
- The air fares of the Mozambican technical personnel participating in the in-service training programme in Spain referred to in article V (b).

Article IX. 1. This Agreement shall enter into force on the date of its signature and shall remain in force for three years. Either of the two Parties may denounce it by giving six months' notice.

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

DONE at Madrid on 28 March 1981, in duplicate in the Spanish and Portuguese languages, both texts being equally authentic.

For the Government
of Spain:

[Signed]

JOSÉ PEDRO PÉREZ LLORCA
Minister for Foreign Affairs

For the Government
of the People's Republic
of Mozambique:

[Signed]

JOAQUÍN ALBERTO CHISSANO
Minister for Foreign Affairs