

No. 22511

**SPAIN
and
DOMINICAN REPUBLIC**

**Supplementary Agreement concerning technical co-operation
in regard to the integrated development of rural settle-
ments, irrigation and training (with protocol). Signed
at Santo Domingo on 1 July 1982**

Authentic text: Spanish.

Registered by Spain on 13 December 1983.

**ESPAGNE
et
RÉPUBLIQUE DOMINICAINE**

**Accord complémentaire relatif à la coopération technique dans
le domaine du développement intégré des zones de peuple-
ment rurales, de l'irrigation et de la formation (avec
protocole). Signé à Saint-Domingue le 1^{er} juillet 1982**

Texte authentique : espagnol.

Enregistré par l'Espagne le 13 décembre 1983.

[TRANSLATION — TRADUCTION]

SUPPLEMENTARY AGREEMENT¹ BETWEEN THE GOVERNMENT OF SPAIN AND THE GOVERNMENT OF THE DOMINICAN REPUBLIC CONCERNING TECHNICAL CO-OPERATION IN REGARD TO THE INTEGRATED DEVELOPMENT OF RURAL SETTLEMENTS, IRRIGATION AND TRAINING

The Government of Spain and the Government of the Dominican Republic, pursuant to the provisions of the Basic Agreement on technical co-operation between the two nations of 2 June 1973,² have decided to draw up a Supplementary Agreement on technical co-operation with the following provisions:

Article I. The purpose of the technical co-operation provided for in this Agreement shall be to contribute to the development of the agricultural sector in the following ways:

- Technical assistance for the integrated development of rural settlements;
- Technical assistance for the implementation of priority irrigation projects, and technical assistance in the form of the transfer of technology and training in the agricultural sector.

Article II. The co-operation dealt with in this Agreement shall include the following programmes:

1. Integrated rural development in the vicinity of settlements, principally Cañongo settlement, Dajabón province, in the north-western region, Restauración (Aguayo) settlement, Duarte province, in the north-eastern region and El Pintado settlement, La Altagracia province, in the eastern region:
 - (a) Training in respect of land reform and its benefits;
 - (b) Relocation of farms;
 - (c) Organization of collective production and farming;
 - (d) Development of soil and water resources;
 - (e) Organization of settled farmers;
 - (f) Exchange of high-level technical missions, for the purpose of sharing experience;
 - (g) Training in the design of irrigation works.
2. Technical support, in developing irrigation during the first stage of the lower Yaque del Norte project, to the irrigation of land with salinity problems, with particular reference to drainage design and the operational aspects of irrigation and drainage systems:
 - (a) Identification of ground water patterns;
 - (b) Establishment of a methodology for plot-level subterranean drainage;
 - (c) Establishment of appropriate irrigation modules;
 - (d) Operational organization of appropriate irrigation systems;

¹ Came into force on 28 February 1983, the date of the last of the notifications by which the Parties informed each other (on 27 August 1982 and 28 February 1983) of the completion of the required formalities, in accordance with article X.

² See p. 37 of this volume.

- (e) On-the-job training in:
 - Water and land management,
 - Operational organization of the irrigation and drainage systems, including conservation and improvement.
- 3. Transfer of technology and training of agricultural technicians in the following areas:
 - (a) Cultivation systems;
 - (b) Agricultural processing industry;
 - (c) Estate management;
 - (d) Use and development of natural resources;
 - (e) Improvement of the rural environment;
 - (f) Basic and advanced technical training, and extension;
 - (g) Livestock production;
 - (h) Improvement of meat and milk production;
 - (i) Small livestock management;
 - (j) Exchange of technical and scientific documentation;
 - (k) Exchange of high-level technical missions in fields of interest, as determined by the Parties to this Agreement.

Article III. The following governmental bodies in the agricultural sector of the Dominican Republic shall be responsible for carrying out the co-operation programmes set forth in article II:

- The Dominican Agrarian Institute (IAD),
- The National Institute of Water Resources (INDRHI),
- The Secretariat of State for Agriculture (SEA).

The following bodies shall be responsible for the implementation of this Agreement on behalf of Spain:

- The National Institute for Agricultural Reform and Development (IRYDA), an autonomous body under the aegis of the Ministry of Agriculture and Fisheries,
- The International Technical Co-operation Directorate within the Ministry of Foreign Affairs.

Article IV. With a view to carrying out the activities for the programmes described in article II, IRYDA undertakes to:

1. Make available to IAD and INDRHI for the purpose of carrying out the aforementioned programme a technical mission consisting of:
 - (a) A senior agronomist (Chief of mission, with experience in irrigation engineering and integrated rural development);
 - (b) Three agricultural technical engineers, with experience in integrated rural development for the activities referred to in article II, paragraph 1;
 - (c) Two agricultural technical engineers, one with experience in irrigation and drainage, the other with experience in the establishment and operation of irrigation systems.

The technicians comprising the said mission shall be posted for at least 18 months.

2. Carry out a training and specialized training programme for Dominican technicians in integrated rural development, the grouping of small farms without parcelled land, specific projects for parcelled land and irrigation:

- 2.1. The stay in Spain of the Dominican technicians for training purposes shall not exceed three months each;
- 2.2. The number of Dominican technicians who shall be posted to Spain for training purposes shall not exceed nine per year. The said technicians shall be appointed by SEA, IAD and INDRHI.

Article V. In addition to the experts referred to in article IV, IRYDA shall itself, or with the assistance of the International Technical Co-operation Directorate, endeavour to make available to IAD and INDRHI, at their request, experts for previously planned specific missions:

- The number of experts for specific missions shall not exceed six per year, with a stay in the Dominican Republic of up to two months,
- The Dominican bodies involved in this Agreement may send up to six experts per year to Spain to deal with information and technical exchange matters; their stay shall not exceed one month each.

Article VI. 1. IRYDA undertakes to maintain in Spain a co-ordinator who shall be responsible both for preparing and monitoring the visits made by Dominican personnel for purposes of information, training and specialized training, and for supervising, co-ordinating and supporting the IRYDA personnel posted to the Dominican Republic. The co-ordinator may travel to the Dominican Republic once a year for a maximum of one month.

2. The Secretariat of State for Agriculture, through its Office of International Co-operation (OCI), undertakes to appoint a co-ordinator who shall establish a permanent liaison between the Dominican bodies responsible for this Agreement and IRYDA for the purpose of ensuring the implementation of the programmes provided for in this Agreement. The co-ordinator may travel to Spain once a year for a maximum period of one month.

Article VII. The status of the Dominican personnel posted to Spain and of the Spanish personnel made available to IAD and INDRHI shall be regulated by the protocol annexed to this Agreement.

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

- 1.1. Through IRYDA, which shall pay the salaries accruing in Spain to its experts assigned to collaborate with IAD and INDRHI in the Dominican Republic, including any daily subsistence allowances; the travel expenses of the families of the said experts from their place of origin to the destination in the Dominican Republic and back; expenses arising from the stay of the mission which are not defrayed by the Government of the Dominican Republic, in accordance with the annexed protocol; and the cost of the visits to Spain for purposes of information, training and specialized training of the IAD, INDRHI and SEA technicians, subject to the limitations laid down in the protocol annexed to this Agreement;
- 1.2. Through the International Technical Co-operation Directorate of the Ministry of Foreign Affairs, which shall be responsible for defraying the cost of round-trip travel between Spain and the Dominican Republic, monthly allowances, daily subsistence allowances and medical, pharmaceutical and hospital care for the Dominican technicians posted to Spain under the programmes provided for in this Agreement and supplementary allowances to the IRYDA technicians who are to collaborate with IAD and INDRHI in the Dominican Republic.

The two bodies shall discharge the financial obligations referred to in the preceding paragraphs from their authorized annual regular budget allocations.

2. The financial obligations contracted by the Government of the Dominican Republic shall be discharged through SEA, IAD and INDRHI in accordance with the programmes specified in article II.

Article IX. The Government of the Dominican Republic shall grant to the Spanish experts posted to that country for the purpose of implementing this Agreement the facilities provided for in article VIII of the Basic Agreement on technical co-operation between the two nations of 2 June 1973, to which it is supplementary.

Article X. This Agreement shall enter into force on the date on which the two Parties notify each other that they have complied with the necessary formalities.

Article XI. 1. This Agreement shall be valid for three years from the date of its entry into force.

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

3. The termination or denunciation of the Agreement shall not affect ongoing programmes and projects, unless the Parties agree otherwise.

Article XII. IRYDA may, with the consent of the Dominican authorities, recommend a Spanish enterprise which will act as a consulting and, possibly, an executing agency in connection with the said activities, subject to conditions which shall be determined in a separate agreement, if this is deemed appropriate and will enable the activities provided for in the present Agreement to be carried out more effectively.

DONE in the city of Santo Domingo, the capital of the Dominican Republic, on 1 July 1982, in two original copies in the Spanish language, both texts being equally authentic.

For the Government
of Spain:

[Signed]

JOSÉ LUIS PÉREZ RUIZ
Ambassador of Spain

For the Government
of the Dominican Republic:

[Signed]

PEDRO PADILLA TONOS
Secretary of State for Foreign Affairs

ANNEXED PROTOCOL REGULATING THE STATUS OF THE PERSONNEL REFERRED TO IN THE SUPPLEMENTARY AGREEMENT BETWEEN THE GOVERNMENT OF SPAIN AND THE GOVERNMENT OF THE DOMINICAN REPUBLIC CONCERNING TECHNICAL CO-OPERATION IN REGARD TO THE INTEGRATED DEVELOPMENT OF RURAL SETTLEMENTS, IRRIGATION AND TRAINING

Clause I. 1. For the purpose of carrying out the programmes referred to in articles II and V of the Supplementary Agreement concerning technical co-operation in regard to the integrated development of rural settlements, irrigation and training, the Government of Spain shall provide the Dominican technicians with the following:

- (a) Air fares, Santo Domingo–Madrid–Santo Domingo, in tourist class;
- (b) Expenses for travel within Spain for work or studies connected with training and specialized training;
- (c) A monthly amount in pesetas equivalent to one thousand two hundred United States dollars (\$US 1,200);
- (d) A daily subsistence allowance in pesetas equivalent to fifty United States dollars (\$US 50) when, on account of the exigencies of their work or studies, they are obliged to spend the night away from their designated residences for carrying out the programmes;
- (e) Medical, pharmaceutical and hospital care.

2. [The Government of Spain shall also provide] medical, pharmaceutical and hospital care for the spouses and minor children of the Dominican technicians who visit Spain during their time in that country.

Clause II. 1. The Government of the Dominican Republic shall also provide the Spanish experts referred to in articles IV and V of the Supplementary Agreement concerning technical co-operation in regard to the integrated development of rural settlements, irrigation and training with the following:

- (a) Air fares, Madrid–Santo Domingo–Madrid in tourist class;
- (b) Expenses for travel within the Dominican Republic to their place of residence and expenses connected with the programmes;
- (c) A monthly amount in Dominican pesos equivalent to one thousand two hundred and fifty United States dollars (\$US 1,250) for the senior engineer and to the experts referred to in article V;
- (d) A monthly amount in Dominican pesos equivalent to one thousand United States dollars (\$US 1,000) for the technical engineers referred to in article IV, paragraphs (b) and (c);
- (e) A daily subsistence allowance in Dominican pesos equivalent to fifty United States dollars (\$US 50) when, on account of the exigencies of their service, they are obliged to spend the night away from their designated residences;
- (f) Medical, pharmaceutical and hospital care;
- (g) Counterpart staff, office premises and supplies.

2. [The Government of the Dominican Republic shall also provide] medical, pharmaceutical and hospital care for the spouses and minor children of the Spanish technicians referred to in article IV who are posted to the Dominican Republic during their stay in that country.

3. IRYDA undertakes to pay its technicians the full salaries accruing to them in Spain during their stay in the Dominican Republic. For the purpose of carrying out their assignments, the technicians referred to in article V shall be entitled to the appropriate daily subsistence allowance from IRYDA.

4. In the case of the experts referred to in article IV who travel with their families, IRYDA undertakes to defray the cost of travel from the residence in Spain to the destination in the Dominican Republic of the spouses and minor and handicapped children, together with the cost of the return to Spain upon completion of the expert's mission.

5. The Government of Spain undertakes to provide the IRYDA technicians referred to in articles IV and V with a special allowance equivalent to \$US 1,250 monthly for the senior engineer and special experts and \$US 1,000 monthly for the technical engineers during their stay in the Dominican Republic.

Clause III. 1. The Government of Spain shall provide the Dominican Co-ordinator referred to in article VI with the following:

- (a) Expenses for travel within Spain for the purpose of carrying out his activities;
- (b) A monthly amount for subsistence or travel equivalent in pesetas to two thousand five hundred United States dollars (\$US 2,500);
- (c) Medical, pharmaceutical and hospital care.

2. The Government of Spain, through the International Technical Co-operation Directorate of the Ministry of Foreign Affairs, shall defray the cost of the air fare Madrid–Santo Domingo–Madrid in tourist class for the Spanish Co-ordinator.

Moreover, through IRYDA, it undertakes to pay the Spanish Co-ordinator the full salary accruing to him in Spain together with the appropriate subsistence allowances during his stay in the Dominican Republic.

Clause IV. 1. The Government of the Dominican Republic shall provide the Spanish Co-ordinator referred to in article VI with the following:

- (a) Expenses for travel within the Dominican Republic for the purpose of carrying out his activities;
- (b) A monthly amount for subsistence or travel equivalent in pesos to two thousand five hundred United States dollars (\$US 2,500);
- (c) Medical, pharmaceutical and hospital care.

2. The Government of the Dominican Republic shall provide the Dominican Co-ordinator with the air fare Santo Domingo–Madrid–Santo Domingo, in tourist class.

Moreover, it undertakes through the bodies referred to in the Agreement to pay the Co-ordinator his full salary during his stay in Spain.

Clause V. 1. The Spanish technicians referred to in this Agreement shall have at least eight years' professional experience to be approved in advance by the Dominican Republic.

2. The minimum length of stay in the Dominican Republic of the Spanish engineers referred to in article IV shall be 18 months.

When a technician's assignment is for the three years during which the Supplementary Agreement is in force, he shall be entitled during that period to one month's vacation in Spain, which may be taken after the eighteenth month, with all rights guaranteed.

3. Air fares in tourist class for the vacation period referred to in the preceding paragraph shall be paid by the Government of the Dominican Republic.

4. Air fares in tourist class for the spouses and minor and handicapped children of the technicians for the vacation period referred to in paragraph 2 of this clause shall be paid by IRYDA.

Clause VI. If the Spanish technicians are career personnel of the 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 rule 20 (d) of the Staff Rules of Autonomous Agencies, it being understood that all the requirements set forth in the aforementioned rule have been met, because they were appointed by the Presidency of IRYDA to carry out their assignment.

Clause VII. IRYDA, as well as IAD and INDRHI, shall reserve the right to send back to their place of origin any technicians undergoing training, specialized training or on the job training whom they judge to be unsuitable. In such an event, the said technicians shall be given at least 30 days' notice.

If they are sent back, the mission technicians shall be replaced in sufficient time to avoid jeopardizing the progress of the programmes.

Clause VIII. The amounts specified in clauses I, II, III and IV may be reviewed jointly by the two Parties 18 months after the signing of the Agreement and adjusted to the situation expected to prevail for the remainder of the term of the Agreement.

DONE at Santo Domingo, Dominican Republic, on 1 July 1982, in two original copies in Spanish, both texts being equally authentic.

For the Government
of Spain:

[Signed]

JOSÉ LUIS PÉREZ RUIZ
Ambassador of Spain

For the Government
of the Dominican Republic:

[Signed]

PEDRO PADILLA TONOS
Secretary of State for Foreign Affairs