

No. 23264

**SPAIN
and
HONDURAS**

Agreement on technical co-operation for the development in Honduras of a programme in the field of labour and social affairs, supplementary to the Spanish-Honduran Agreement on social co-operation. Signed at Tegucigalpa on 31 December 1983

Authentic text: Spanish.

Registered by Spain on 20 February 1985.

**ESPAGNE
et
HONDURAS**

Accord de coopération technique pour la mise en œuvre au Honduras d'un programme dans les domaines social et du travail, complémentaire à l'Accord de coopération sociale hispano-hondurien. Signé à Tegucigalpa le 31 décembre 1983

Texte authentique : espagnol.

Enregistré par l'Espagne le 20 février 1985.

[TRANSLATION — TRADUCTION]

AGREEMENT¹ ON TECHNICAL CO-OPERATION BETWEEN THE GOVERNMENT OF THE KINGDOM OF SPAIN AND THE GOVERNMENT OF THE REPUBLIC OF HONDURAS FOR THE DEVELOPMENT IN HONDURAS OF A PROGRAMME IN THE FIELD OF LABOUR AND SOCIAL AFFAIRS, SUPPLEMENTARY TO THE SPANISH-HONDURAN AGREEMENT ON SOCIAL CO-OPERATION²

The Governments of the Kingdom of Spain and the Republic of Honduras, desiring to strengthen the traditional relations of friendship between the two countries and in the framework of the Spanish-Honduran Agreement on social co-operation of 4 November 1971² and the Basic Agreement on scientific and technical co-operation of 8 December 1981,³ have decided to conclude this supplementary Agreement on technical co-operation as follows:

Article I. The executing agencies of the Supplementary Agreement shall be the Ministry of Labour and Social Security, for Spain, and the Ministry of Labour and Social Welfare and the National Vocational Training Institute (INFOP), for Honduras.

Article II. The actions provided for in this Agreement shall be implemented during the years 1983, 1984 and 1985.

Article III. Under this Agreement, the Spanish Government undertakes to:

(1) Send to Honduras:

- (a) A mission of experts to co-operate with the Ministry of Labour and Social Welfare in the implementation of programmes of mutual interest in the areas of administrative planning and organization, labour relations, employment, co-operative movements, occupational safety and hygiene, vocational training, social security and social services. This mission shall operate for a total maximum period of 50 expert-months;
- (b) A mission of experts to co-operate with the National Vocational Training Institute in the implementation of vocational training programmes. This mission shall operate for a total maximum period of 150 expert-months;

(2) Grant and defray the costs of a maximum of 15 fellowships for the advanced training in Spain of supervisors, technicians and counterparts of the Spanish experts who are representatives of the agencies receiving Spanish co-operation, as follows:

- (a) Five Honduran fellowship-holders in the programme field referred to in article III, paragraph 1 (a);

¹ Came into force provisionally on 31 December 1983 by signature, and definitively on 26 June 1984, the date of the last of the notifications by which the Parties informed each other of the completion of the required legal formalities, in accordance with article IX.

² United Nations, *Treaty Series*, vol. 1154, p. 3. (The Agreement was signed on 5 November 1971.)

³ *Ibid.*, vol. 1286, p. 145.

- (b) Ten Honduran fellowship-holders in the programme field referred to in article III, paragraph 1 (b);
- (3) Donate to the Honduran Government the publications and teaching materials prepared by the Spanish Ministry of Labour and Social Security, which are deemed to be necessary for the execution of the co-operation programmes.

Article IV. One of the experts referred to in the preceding article shall act as head of the Spanish technical co-operation mission and shall be responsible for programme management and co-ordination without prejudice to the specific functions which, in his role as an expert, he may be responsible for carrying out.

Article V. 1. The travel expenses and remuneration of the Spanish experts referred to in article III shall be paid in full by the Spanish Government.

2. The fellowships referred to in article III shall each be of a maximum duration of three months, and shall cover the cost of instruction, work and information materials, organized travel within Spain, an accommodation and subsistence allowance equivalent to the daily amount established in the national territory for Spanish officials of a similar administrative category and the return air travel of fellowship-holders to Honduras.

Article VI. The obligations assumed by the Spanish Government under this Agreement shall be discharged by the Ministry of Labour and Social Security, and the expenditures incurred shall be met from the appropriations authorized annually for technical co-operation in the regular budget of that Ministry.

Article VII. The Government of Honduras undertakes to:

- (1) Accord every facility for the implementation of the programmes provided for in this Agreement;
- (2) Supply counterpart personnel who shall work closely with the Spanish experts;
- (3) Provide the Spanish mission with the furnished and equipped offices and facilities necessary for the implementation of programmes;
- (4) Supply secretarial services;
- (5) Provide the Spanish mission with the necessary means of transport for any travel required in connection with its duties. In the event that the experts are required to travel away from their usual place of residence, the Honduran Government shall bear the relevant costs of travel, accommodation and subsistence;
- (6) Provide the Spanish mission, during business days and hours, with an official vehicle and driver. The Honduran Government shall be responsible for the related costs of fuel, repairs and maintenance;
- (7) Grant the Spanish experts sent to Honduras under this Agreement all the immunities and privileges which the Honduran Government grants to experts from international organizations, and provide them with the appropriate documents, upon accreditation through the diplomatic channel, as provided for in the protocol annexed to the Basic Agreement on scientific and technical co-operation concerning the status of technical co-operation experts;

- (8) Facilitate at the time of the return to Spain of the Spanish experts referred to in article III, the conversion into dollars of the national currency obtained by them through the sale of their personal property acquired in Honduras during the performance of their mission;
- (9) Exempt from all kinds of taxes, fees, charges and customs or any other form of duty, whether national, provincial, municipal or of any other kind, the materials, machinery, instruments and equipment acquired in Spain and intended for the technical co-operation programmes implemented in accordance with this Agreement;
- (10) Meet the costs of the outward travel of the fellowship-holders referred to in article III.

Article VIII. For the purpose of ensuring the effective implementation of this Agreement, an evaluation commission shall be established, comprising representatives of the executing agencies of the two countries and the head of mission, which, at regular meetings, shall follow up and monitor the implementation of the Agreement, recommending such modifications and adjustments as may be deemed necessary at any time.

Article IX. This Supplementary Agreement shall apply provisionally from the date of its signature and shall enter into force on the date that the two Parties notify each other of the completion of the legal formalities required to that end.

The Agreement shall be automatically renewed, to allow for the completion of programmes in progress, during the period in which a new agreement is being negotiated.

DONE in the city of Tegucigalpa, Central District, on 31 December 1983, in duplicate, in the Spanish language, both texts being equally authentic.

For the Government
of the Republic of Honduras:

[Signed]

EDGARDO PAZ BARNICA
Minister for Foreign Affairs

For the Government
of the Kingdom of Spain:

[Signed]

GERMAN DE CASO RIDAURA
Ambassador Extraordinary
and Plenipotentiary