

No. 23648

**SPAIN
and
COSTA RICA**

**Supplementary Agreement on technical co-operation for the
study of toxic plants (with protocol). Signed at San
José on 15 April 1983**

Authentic text: Spanish.

Registered by Spain on 4 December 1985.

**ESPAGNE
et
COSTA RICA**

**Accord complémentaire de coopération technique pour
l'étude des plantes vénéneuses (avec protocole). Signé à
San José le 15 avril 1983**

Texte authentique : espagnol.

Enregistré par l'Espagne le 4 décembre 1985.

[TRANSLATION — TRADUCTION]

SUPPLEMENTARY AGREEMENT¹ ON TECHNICAL CO-OPERATION
BETWEEN THE GOVERNMENT OF THE REPUBLIC OF COSTA
RICA AND THE GOVERNMENT OF SPAIN FOR THE STUDY OF
TOXIC PLANTS

The Government of the Republic of Costa Rica and the Government of Spain,
Aware of the existence in Costa Rica of a large number of toxic plants which can
be fatal or injurious to livestock, with adverse consequences for the national
economy, and

Desiring to strengthen further their relations in the agricultural sector,

Pursuant to the provisions of the Agreement on technical co-operation signed
by both countries on 6 November 1971,² hereby establish the present Supplementary
Agreement on technical co-operation as follows:

Article I. The two Governments shall co-operate in conducting a joint study
of the principal toxic plants affecting livestock production in Costa Rica.

Article II. The aims of the said study shall be to:

- (a) Help to prevent livestock losses caused by the ingestion of toxic plants;
- (b) Train small-scale and medium-scale farmers to recognize and eradicate toxic plants;
- (c) Provide medical and veterinary advice in cases of poisoning caused by the ingestion of plants.

Article III. 1. To achieve the objectives referred to in article II, the following
action shall be undertaken:

- Ecological studies of the toxic flora of Costa Rica, including identification, classification, establishment of a national plant collection and habitat and the charting of national distribution patterns;
- Clinical toxicology surveys with a view to acquiring fuller information on case histories, symptomatology, lesions, treatment and assessment of effects on meat and milk production, and of losses through miscarriages, etc.;
- Collection of samples for the extraction, purification and identification of possible principal active ingredients, with a view to conducting tests on toxic effects on laboratory animals and biological activity both *in vitro* and *in vivo*;
- Development of exploratory techniques for the diagnosis of toxic effects in animals which can be distinguished from other syndromes of pathological origin of a different etiology and sub-clinical processes which cannot be diagnosed by conventional clinical exploratory methods;
- Collection of biological samples from animals presumed to have died from poisoning, with a view to arriving at toxicological findings;

¹ Came into force on 7 March 1985, the date of the last of the notifications by which the Parties informed each other of the completion of the relevant constitutional formalities, in accordance with article VII.

² United Nations, *Treaty Series*, vol. 1342, p. 419.

- Development of new curative and preventive methods;
- Research into improved and more effective methods of eradicating toxic plants involving possible changes in biocoenosis and agricultural wastes;
- Collection and processing of data for the accurate identification of pathological and toxicological effects of plant ingestion and evaluation of the resulting economic losses;
- Issue of periodic reports with a view to obtaining results that can be published or distributed in leaflet form, and, in due course, in textbooks;
- Exchanges of scientific information.

2. To that end, the Government of Spain undertakes to:

- Donate a nuclear magnetic resonance apparatus with spin coupling to be installed in the National University;
- Receive in Spain, during the first year in which this Supplementary Agreement is in effect, three Costa Rican technicians for three-month training courses;
- Send to Costa Rica up to two experts in pharmacology and toxicology per year to undertake specific research activities or deliver lectures on animal toxicology for periods of up to 60 days each year;
- Defray the cost of printing of monographs and scientific treatises prepared as a direct and immediate result of the research conducted in implementation of the present Supplementary Agreement, subject to the prior agreement of the executing agencies.

3. The Government of Costa Rica undertakes to provide the technical personnel involved under this Supplementary Agreement with the necessary scientific facilities in Costa Rica and to bear the cost of the maintenance of the equipment referred to in article III, paragraph 2.

Article IV. 1. Implementation of the present Supplementary Agreement shall be the responsibility, in the case of Spain, of the Department of International Technical Co-operation of the Ministry of Foreign Affairs and, for the technical aspects, of the National Institute for Agricultural Research (INIA), and, in the case of Costa Rica, of the Ministry of Agriculture and the National University.

2. In the case of Spain, the Ministries and/or executing agencies shall honour the commitments referred to in articles III and V of the Supplementary Agreement and in clauses 1.1 and 2 of its Annexed Protocol by means of the relevant regular budget appropriations, without having to request special or supplementary appropriations.

Article V. INIA undertakes to maintain in Spain a Co-ordinator who shall be responsible for preparing and monitoring the visits of Costa Rican technical personnel to Spain and those of Spanish personnel to Costa Rica, and shall be the Spanish official responsible for ensuring that the present Supplementary Agreement is properly implemented. The Co-ordinator may visit Costa Rica once each year for a period not exceeding 15 days, in order to determine the status of the Agreement for the purposes referred to in this article.

Similarly, the Costa Rican party undertakes to maintain in Costa Rica a Co-ordinator who shall be responsible for the project at the national level.

Article VI. The conditions relating to the Spanish and Costa Rican technical personnel involved in the implementation of this Agreement shall be established in Annexed Protocol, which shall form an integral part of the Agreement.

Article VII. The present Supplementary Agreement shall enter into force upon completion of the relevant constitutional formalities and shall remain in effect for three years. At the end of that period, both High Parties shall conduct a joint evaluation of the results and the Agreement may, if necessary, be renewed for a period and on conditions deemed appropriate by both High Parties, in the light of the said evaluation.

This Supplementary Agreement may be denounced by either of the two High Contracting Parties, subject to six months' notice being given through diplomatic channels.

DONE at San José, on 15 April 1983, in duplicate, in Spanish, both texts being equally valid and authentic.

For the Government
of Costa Rica:

[Signed]

EKHART PETERS SEEVERS
Vice-Minister

For the Government
of Spain:

[Signed]

GONZALO FERNÁNDEZ DE CÓRDOVA
Ambassador Extraordinary
and Plenipotentiary

ANNEXED PROTOCOL TO THE SUPPLEMENTARY AGREEMENT ON TECHNICAL CO-OPERATION BETWEEN THE GOVERNMENT OF THE REPUBLIC OF COSTA RICA AND THE GOVERNMENT OF SPAIN FOR THE STUDY OF TOXIC PLANTS

Clause 1

1. For the purposes of the present Supplementary Agreement, the Government of Spain shall provide Costa Rican technical personnel with the following facilities:

- (a) Tourist class air travel San José–Madrid–San José;
- (b) A monthly grant of 80,000 pesetas for the first month and 70,000 pesetas per month thereafter;
- (c) Travel within Spain in the course of their duties;
- (d) Medical and hospital care.

2. Similarly, the Government of Costa Rica shall provide Spanish technical personnel with the following facilities:

- (a) Transport for travel within Costa Rica in connection with the implementation of the Agreement;
- (b) Medical and hospital care.

Clause 2

1. The Government of Spain shall provide to Spanish technical personnel travelling to Costa Rica in accordance with the Agreement:

- (a) Tourist class air travel Madrid–San José–Madrid;
- (b) A monthly allowance equivalent to \$US 2,500.

2. In addition, for the purposes of article 5 of the Agreement, the Spanish Government shall provide the Spanish Co-ordinator with tourist class air travel Madrid–San José–Madrid, and a daily subsistence allowance equivalent to \$US 85.

Clause 3

Both Parties reserve the right to send back to their place of origin any technical personnel considered to be unsuitable. In such cases, they may be replaced within an appropriate period, in order to avoid jeopardizing the progress of the programme.

DONE at San José on 15 April 1983 in duplicate, in Spanish, both texts being equally valid and authentic.

For the Government
of Costa Rica:

[*Signed*]

EKHART PETERS S.

Vice-Minister

For the Government
of Spain:

[*Signed*]

GONZALO FERNÁNDEZ DE CÓRDOVA
Y MORENO

Ambassador Extraordinary
and Plenipotentiary