

No. 24456

**SPAIN, BOLIVIA
and
INTERGOVERNMENTAL BUREAU
FOR INFORMATICS (IBI)**

Joint Programme of Action. Signed at Madrid on 6 September 1984

Authentic text: Spanish.

Registered by Spain on 17 November 1986.

**ESPAGNE, BOLIVIE
et
BUREAU INTERGOUVERNEMENTAL
POUR L'INFORMATIQUE (IBI)**

Programme d'action conjointe. Signé à Madrid le 6 septembre 1984

Texte authentique : espagnol.

Enregistré par l'Espagne le 17 novembre 1986.

[TRANSLATION — TRADUCTION]

JOINT PROGRAMME¹ OF ACTION INVOLVING BOLIVIA, SPAIN
AND THE INTERGOVERNMENTAL BUREAU FOR INFOR-
MATICS (IBI)

Considering the recommendations of the Intergovernmental Conference on strategies and policies for informatics (SPIN), held at Torremolinos in 1978, which refer to the importance of informatics for national development,

Given the desire of the Government of Bolivia to promote the use of informatics in national and local Governments,

Considering the readiness of the Government of Spain to co-operate with developing countries, particularly in the area of informatics,

Considering the IBI Agreement,² to which Bolivia and Spain are parties, and the role of IBI in the field of informatics,

The Government of Spain,

The Government of Bolivia, and

The Intergovernmental Bureau for Informatics (IBI),

Have agreed to implement, for the benefit of Bolivia, the following joint programme of action, hereinafter referred to as PAC.

Article 1. The purpose of PAC shall be to computerize the financial activities of the central Government and to carry out other activities required for the achievement of this objective.

Article 2. PAC shall operate for a period of five years and shall have a budget of four hundred fifty million pesetas (approximately equal to three million United States dollars as of this date), to be funded by the three parties. Contributions in currencies other than pesetas shall be converted into pesetas for PAC accounting purposes at the official rate obtaining in the country where the expenditure is made. In the event such rates are not available, conversion shall be made using the rates of exchange in effect for the currencies in question against the United States dollar.

Article 3. PAC resources shall be used for the acquisition of data-processing and telecommunications equipment, personnel training, the development and acquisition of programmes, technical assistance and any other expenses necessary for the execution and management of the project. The technologies needed to make Bolivia suitably self-sufficient in the use of the computerized information systems set up under PAC shall be transferred to Bolivia by respective donors.

Article 4. A Tripartite Committee shall be established consisting of one representative from each party. This Committee shall be responsible for

¹ Came into force on 1 October 1986, i.e., the first day of the second month following the date of receipt (28 August 1986) of the last of the notifications by which the Parties had informed each other of the completion of the required formalities, in accordance with article 12.

² United Nations, *Treaty Series*, vol. 425, p. 61.

monitoring the achievement of the organizational, financial and technical objectives of PAC.

Article 5. At the request of Bolivia and with the prior agreement of the Tripartite Committee, a Director of PAC shall be appointed. The Director of PAC shall have responsibility for the technical direction of the project and shall report on the work of the Tripartite Committee.

Article 6. (a) To accomplish the overall objective of PAC, computerized information systems shall be set up in the following sectors on the basis of the priorities set by the Bolivian Government.

Ministry of Finance

- Monitoring of fiscal revenues and outflows in Treasury accounts
- Currency control
- Monitoring and programming of official debt
- Preparation, follow-up and auditing of the budget

Ministry of Public Health and Social Forecasting

- Management of user files
- Auditing and management of social security funds
- Health statistics

Office of the Comptroller-General of the Republic

- Documentation system
- Fiscal accounting
- Debits and receivables due to the State
- Auditing of State assets
- Computation of service time

Local Governments

Tax collection in municipalities and prefectures shall be computerized on the basis of the applications introduced in the Ministry of Finance.

(b) Additional activities shall also be undertaken to ensure that the requisite conditions exist for the execution of the aforementioned projects.

Ministry of Transport and Communications

A data-transmission network shall be established to provide support for the individual computerized information systems set up under PAC.

National Computing Centre (CENACO)

In order to ensure that the agencies participating in PAC are equipped with personnel having the necessary computer science background, training in this field will be provided with assistance from CENACO. The IBI Regional Centre for Informatics Education will assist in this effort.

To ensure that the equipment supplied for PAC is adequately maintained, Bolivian experts will receive appropriate training.

Bolivia shall be provided with the tools required for such maintenance.

Article 7. The Government of Bolivia, through the National Computing Centre (CENACO), shall contribute approximately 40 per cent of the total cost of PAC.

This contribution shall be made preferably in Bolivian currency. If it should be necessary to provide funds in a currency other than Bolivian currency, the Tripartite Committee shall take steps to ensure that expenditure of foreign currency shall have as little effect as possible on Bolivia.

(a) The Bolivian Government agrees to second project personnel to PAC and to underwrite all expenditures during the training and execution phase.

Bolivian staff involved in the execution of PAC shall not be covered by the PAC budget, with the exception of staff specifically recruited for project management.

(b) The Bolivian side shall provide the necessary facilities for the duration of the project; these facilities shall be equipped in accordance with project requirements.

Computer rooms shall be outlined in accordance with manufacturers' standards, having, *inter alia*, air-conditioning, electric power sources and safety features.

(c) The Bolivian Government agrees to exempt all goods and services required for the project, particularly computer equipment and programmes, from any type of tax.

The Bolivian side will also assume responsibility for the living expenses in Bolivia of foreign experts working with PAC, in accordance with United Nations standards.

Article 8. The Spanish side agrees to contribute, through the Office of Electronics and Information Science, approximately 40 per cent of the total cost of PAC.

This contribution shall consist chiefly of the provision of equipment and services, subject to the agreement of the Tripartite Monitoring Committee.

Contributions shall be calculated at real cost, which shall mean market cost in cases involving contracts and standard cost in the case of government donations.

The Spanish Government shall help to expedite the formalities pertaining to the placement of project personnel in enterprises for relevant training and the selection of experts for PAC.

Article 9. IBI shall contribute approximately 20 per cent of the total project cost.

IBI shall underwrite the cost of the PAC secretariat, and particularly of the secretariat of the Tripartite Monitoring Committee where monitoring, account management and the organization of meetings of the Committee are concerned.

Article 10. This Agreement shall set out the general objectives and terms of reference of PAC.

Within this framework, the Tripartite Monitoring Committee shall draw up annual agreements for the implementation of PAC which shall include a detailed assessment of short-term activities, an annual budget and an execution timetable.

Article 11. Project requirements such as equipment programmes, experts, etc., that must be obtained outside Bolivia shall be procured in Spain to the extent possible. Exceptions to this rule shall be decided by unanimous agreement of the Tripartite Monitoring Committee.

In the event that one of the Parties shall secure other funds or additional technical assistance for the implementation of the project within the context of PAC, it shall inform the Tripartite Committee thereof so that available resources can be co-ordinated efficiently.

Article 12. Each of the Parties shall notify the other two when the formalities required for the entry into force of this Agreement in that Party have been completed. This Agreement shall enter into force on the first day of the second month following the date on which the final notification is received.

Article 13. The Parties may terminate this Agreement upon one year's notice. In such cases, contributions made or firmly pledged may not be recovered.

The Tripartite Committee shall be empowered to bring the project to completion under the best possible circumstances.

Specifically, the equipment given to Bolivia under PAC shall be maintained as agreed at the time of installation.

This Agreement exists in three original copies, deposited in Bolivia, Spain and IBI.

DONE at Madrid on 6 September 1984.

For the Government of Spain:

[Signed]

FERNANDO MORÁN
Minister for Foreign Affairs

For the Government of Bolivia:

[Signed]

LUIS ADOLFO SILES-SALINAS
Ambassador in Spain

For the Intergovernmental Bureau for Informatics (IBI):

[Signed]

FERMÍN A. BERNASCONI
Director General
