

No. 25164

**SPAIN
and
COLOMBIA**

Agreement for the development of a programme in the field of social and labour affairs, supplementary to the Hispano-Colombian Basic Agreement on scientific and technical co-operation. Signed at Bogotá on 19 December 1985

Authentic text: Spanish.

Registered by Spain on 28 July 1987.

**ESPAGNE
et
COLOMBIE**

Accord pour le développement d'un programme dans le domaine du travail et des affaires sociales, complémentaire à l'Accord de base hispano-colombien relatif à la coopération scientifique et technique. Signé à Bogotá le 19 décembre 1985

Texte authentique : espagnol.

Enregistré par l'Espagne le 28 juillet 1987.

[TRANSLATION — TRADUCTION]

AGREEMENT¹ FOR THE DEVELOPMENT OF A PROGRAMME IN THE FIELD OF SOCIAL AND LABOUR AFFAIRS, SUPPLEMENTARY TO THE HISPANO-COLOMBIAN BASIC AGREEMENT ON SCIENTIFIC AND TECHNICAL CO-OPERATION, BETWEEN THE GOVERNMENT OF THE REPUBLIC OF COLOMBIA AND THE GOVERNMENT OF THE KINGDOM OF SPAIN

The Governments of the Republic of Colombia and of the Kingdom of Spain, within the framework of the Basic Agreement on Scientific and Technical Co-operation between Colombia and Spain, signed on 27 June 1979,² have decided to conclude this Supplementary Agreement in the field of social and labour affairs, which replaces the Agreement signed on 28 December 1983,³ with the following provisions:

Article I. The purpose of this Supplementary Agreement is to establish a framework for the development of co-operation programmes and projects, and to determine the areas of competence to be assigned to the executing agencies.

Article II. The ministerial departments and institutions responsible for the execution of this Agreement shall be:

- (a) For the Government of Spain: The Ministry of Labour and Social Security, through its Office of International Social Relations, which shall have the support and co-operation of its own units and those of its independent and affiliated agencies whose areas of competence are related to the co-operation activities.
- (b) For the Government of Colombia: The Ministry of Labour and Social Security, which shall operate through its associated agencies and co-ordinate the co-operation offered to the National Apprenticeship Service (SENA), the Social Security Institute (ISS), the National Pension Fund (CAJANAL), the Colombian Polytechnic Institute "Jaime Isaza Cadavid" and the National Department of Co-operative Administration (DANCOOP).

Article III. The Government of Spain undertakes:

- (a) To send to Colombia the team of experts required for the execution of the programmed activities mutually agreed upon between the Parties, for a maximum of fifty (50) expert-months per year.
- (b) To pay the remuneration due to the Spanish experts for their services during the mission, in accordance with the relevant provisions in force and to defray the cost of air travel from their usual place of residence in Spain to the destination point and return.
- (c) To grant and defray the costs of fellowships in Spain, up to a maximum of ten (10) per year, to Colombian professionals acting as counterparts of Spanish experts and to the management personnel of the agencies participating in the projects and activities, for a maximum stay in Spain of three (3) months and a minimum of

¹ Came into force on 25 May 1987, the date of the exchange of notes (effected on 10 April and 25 May 1987) by which the Parties notified each other of the completion of their respective constitutional requirements, in accordance with article X.

² United Nations, *Treaty Series*, vol. 1406, No. I-23503.

³ *Ibid.*, vol. 1420, p. 401.

one (1) month, respectively, during which time they shall be protected by social security insurance against illness and accidents.

The fellowships referred to in the previous paragraph shall be financed by the Government of Spain, which shall pay a daily allowance equivalent to the rate in force in its national territory for Spanish civil servants, as well as the cost of travel to Spain, return travel to the departure point and travel within Spain. The Government of Spain shall also provide the contacts instruction and work materials considered necessary in each case.

Article IV. The financial obligations stipulated in Article III shall be charged to the funds authorized annually for technical co-operation in the ordinary budget of the Ministry of Labour and Social Security of Spain.

Article V. An area chief of the Spanish social and labour co-operation mission shall be appointed Head of the mission, with the functions specifically entrusted to him. In particular cases, when the Office of International Social Relations of the Ministry of Labour and Social Security of Spain deems it appropriate, he shall be responsible for the execution of specific projects relating to his special area of competence.

The international technical co-operation personnel shall, in the host country, act under the direction of the Embassy of Spain, and their activities shall be co-ordinated by the Ministry of Foreign Affairs of Spain.

Article VI. The Government of Colombia undertakes:

- (a) To grant optimum facilities for the execution of the programmes provided for in this Agreement.
- (b) To provide the centres and installations required for the implementation of projects, in accordance with priorities to be established by mutual agreement.
- (c) To exempt from any taxes, import duties or other fees, whether national, municipal or of any other type, any materials, machinery and equipment acquired in Spain to be used for the technical co-operation mission.
- (d) To grant to the Spanish experts who travel to Colombia all the privileges, exemptions and immunities which the Government of Colombia accords to officials of international agencies, and provide them with the appropriate documentation, following accreditation through the diplomatic channel valid for the entire period of the mission.
- (e) To assign to each expert the national counterparts in management, technical education, administration and services required for the smooth functioning of the co-operation project, who shall work closely with their Spanish counterparts.
- (f) To make available to the Spanish mission offices for both the area chief and their colleagues, with the necessary personnel and equipment for their smooth functioning.
- (g) To make available to the Spanish experts the necessary transport for travel required in performance of their duties. In the event that the experts must travel outside their habitual residence, the Colombian Government shall defray the corresponding travel, accommodation and subsistence expenses.
- (h) To grant to the Spanish experts a subsistence allowance in an amount equivalent to (5) five days per month, in accordance with the scale established by the President of the Republic for the various categories of civil servants, provided that the period of the mission exceeds three (3) months.

Article VII. In order to ensure the effective implementation of this Agreement, the Parties agree to establish a follow-up and evaluation committee, composed of a representative of the Ministry of Labour and Social Security of Spain, the accredited Labour

Attaché in Colombia, the area chief for Spanish technical co-operation, a representative of the Directorate General for International Technical Co-operation of the Ministry of Foreign Affairs, which can delegate that function to the Embassy of Spain, and a representative designated by the Ministry of Labour and Social Security of Colombia, as well as a representative of each of the institutions responsible for the execution of this Agreement.

Article VIII. The Committee referred to in the previous article shall have the following functions:

1. To submit reports every six months to the Joint Spanish Colombian Commission established under the Basic Agreement on Scientific and Technical Co-operation of 27 June 1979 outlining the progress made, and to the Directorate-General for International Technical Co-operation on the objectives achieved and those proposed for the following period.
2. To propose to the Office of International Social Relations of the Ministry of Labour and Social Security of Spain an annual programme of activities, within the maximum levels established in Article III, as well as a schedule for their implementation.
3. To supervise the implementation of this Supplementary Agreement.
4. To recommend the adoption of measures needed to secure the optimum benefits from and effectiveness of mutual co-operation.
5. To evaluate completed projects and to inform the executing agencies of the Agreement and the Embassy of Spain of the results.
6. To propose programme changes where appropriate to the projects, in relation to the provisions referred to in paragraph 2 of this Article.

The representatives of the Ministries of Labour of the two countries, or such persons as they may delegate, shall preside over the Commission alternately, with the area Chief acting as Secretary.

Article IX. The costs incurred in the fulfillment of the obligations of the Government of Colombia, under Article VI, paragraphs (g) and (h), of this Supplementary Agreement, shall be charged to the annual budgetary appropriations included in the budget of the Ministry of Labour and Social Security, and in budgets of the entities referred to in Article II, paragraph (b).

Article X. This Supplementary Agreement shall enter into force once both Parties have notified each other through the diplomatic channel that their respective constitutional formalities have been completed.

It may be denounced in writing by either Party, and shall cease to have effect six (6) months after the date of denunciation. Denunciation shall not affect programmes and projects in progress, unless the Parties expressly agree otherwise.

IN WITNESS WHEREOF this international instrument is signed in two equally authentic copies at Bogotá, D.E., on 19 December 1985.

For the Government
of the Republic of Colombia:

[Signed]

JORGE CARRILLO ROJAS
Minister of Labour
and Social Security

For the Government
of the Kingdom of Spain:

[Signed]

MANUEL GARCÍA-MIRANDA Y RIVAS
Ambassador to Colombia