

No. 25275

**SPAIN
and
HONDURAS**

Agreement on technical co-operation for the development in Honduras of programmes in the fields of social and labour affairs, supplementary to the Spanish-Honduran Agreement on social co-operation. Signed at Tegucigalpa on 30 December 1985

Authentic text: Spanish.

Registered by Spain on 14 September 1987.

**ESPAGNE
et
HONDURAS**

Accord de coopération technique pour la mise en œuvre au Honduras de programmes dans le domaine du travail et des affaires sociales, complémentaire à l'Accord de coopération sociale hispano-hondurien. Signé à Tegucigalpa le 30 décembre 1985

Texte authentique : espagnol.

Enregistré par l'Espagne le 14 septembre 1987.

[TRANSLATION — TRADUCTION]

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

The Government of the Kingdom of Spain and the Government of 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 5 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 purpose of this Supplementary Agreement is to establish a framework in which the co-operation programmes and projects shall be carried out and to specify the areas of competence of the executing agencies.

Article II. The ministries and institutions which shall be responsible for and shall execute this Agreement shall be:

(a) For the Spanish Government: The Ministry of Labour and Social Security, through the Office of International Social Relations, which shall have the support and collaboration of the Ministry's divisions and the autonomous agencies under its supervision whose areas of competence relate to the co-operation activities.

(b) The executing agencies for the Government of Honduras shall be the Ministry of Labour and Social Welfare and the National Vocational Training Institute (INFOP).

Article III. The Spanish Government undertakes to:

(a) Send to Honduras a team of experts required for the execution of the activities determined by mutual agreement between the Parties, for a maximum period of 50 expert/months for one year.

(b) Provide the remuneration due to the Spanish experts for their services during the period of the mission, in accordance with the relevant provisions in force at the time, and assume also the costs of air travel between their usual place of residence in Spain and the destination point (outward and return journeys).

(c) Grant and defray the costs of fellowships, up to a maximum of five per year, in Spain, for professionals who are acting as counterparts of the Spanish experts and for the administrative personnel of the agencies involved in the ongoing

¹ Came into force provisionally on 1 January 1986, and definitively on 3 June 1987, the date of the last of the notifications (effected on 29 April and 3 June 1987) by which the Parties informed each other of the completion of their respective constitutional requirements, in accordance with article IX.

² United Nations, *Treaty Series*, vol. 1154, p. 3.

³ *Ibid.*, vol. 1286, p. 145.

projects and activities, for a maximum stay in Spain of three months and one month, respectively, during which they shall be protected by health insurance for illness and accidents.

The Government of Spain shall provide the fellowship holders referred to in the preceding paragraph with a daily subsistence allowance equivalent to that established for Spanish civil servants in national territory, pay the costs of their travel between the point of origin and Spain (outward and return journeys) and of organized trips inside Spain, and also provide them with the contacts, instruction and work and information materials which are required in each case.

Article IV. The financial obligations stipulated in article III shall be fulfilled by using the appropriations authorized annually for technical co-operation in the regular budget of the Ministry of Labour and Social Security.

Article V. A social and labour co-operation area chief shall be in charge of the Spanish social and labour co-operation, who shall be appointed for that purpose and who shall assume the functions specifically entrusted to him and, in specific cases, on the advice of the Office of International Social Relations of the Ministry of Labour and Social Security of Spain, shall be responsible for the execution of specific projects which may fall within his special area of competence.

The international technical co-operation personnel shall operate in the country of destination under the control of the Spanish Embassy, and their activities shall be co-ordinated by the Ministry of Foreign Affairs.

Article VI. The Government of Honduras undertakes to:

(a) Accord every facility for the development and implementation of the provisions of this Agreement.

(b) Provide the centres and facilities necessary for the realization of the projects, in conformity with priorities established by mutual agreement.

(c) Exempt from all kinds of taxes, charges and customs or any other form of duty, whether national, provincial, municipal or of any other kind, the materials, machinery and equipment acquired in Spain and intended for the Spanish technical co-operation mission.

(d) Grant the Spanish experts sent to its country all the privileges, exemptions and immunities which the Government of Honduras grants to employees of international organizations and provide them with the appropriate documents, upon accreditation through the diplomatic channel, which shall be valid throughout the experts' service with the mission.

(e) Assign to each of the experts the national counterparts, and the management, technical instruction, administrative and service staff required for the proper implementation of the co-operation project, who shall work closely with their Spanish counterparts.

(f) Make available to the Spanish mission the office space and the necessary personnel and materials for the regular operations of both the area chiefs and their colleagues.

(g) Provide the Spanish experts with the necessary means of transport for any travel in connection with their duties. In the event that they are required to travel away from their usual headquarters in the country, the Government shall bear the corresponding costs of travel, accommodation and subsistence.

(h) Provide living accommodations for the Spanish experts or otherwise provide a monthly allowance in the national currency equivalent to \$US100, provided that the mission period exceeds three 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 representatives of the Ministry of Labour and Social Security of Spain, the official Labour Attaché in Honduras, the Spanish technical co-operation Area Chief, a representative of the Office of International Technical Co-operation of the Ministry of Foreign Affairs, who may delegate powers to the Spanish Embassy, a representative of the Ministry of Labour of Honduras, and a representative of each of the institutions responsible for the execution of the Agreement.

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

1. To report at the end of each six-month period to the Spanish-Honduran Joint Commission established in the Spanish-Honduran Agreement on Social Co-operation of 4 November 1971 and the Basic Agreement on Scientific and Technical Co-operation of 8 December 1981, which shall indicate the general guidelines for action, and to the Office of International Technical Co-operation on the objectives attained and those proposed for the following six-month period.

2. To propose to the Office of International Social Relations of the Ministry of Labour and Social Security of Spain the annual programme of activities, within the parameters established in article III, and the schedule for the execution of the programme.

3. To supervise the implementation of this Supplementary Agreement.

4. To suggest measures leading to the best possible use and the maximum effectiveness of the mutual co-operation.

5. To evaluate the actions undertaken, communicating the results to the executing agencies of the Agreement and to the Spanish Embassy.

6. To suggest modifications of the programme based on project requirements, bearing in mind the provisions referred to in sub-paragraph 2 of this article.

7. The representative of the Ministry of Labour of each country, or an individual appointed by him, shall act alternately as Chairman of the Committee; the Area Chief shall act as Secretary.

Article IX. This Agreement shall apply provisionally from 1 January 1986 and shall enter into force definitively on the date on which the two Parties notify each other, through the diplomatic channel, that their respective constitutional requirements have been fulfilled. It may be denounced by either of the Parties, in which case, it shall cease to have effect six months after the date of denunciation, which shall not affect ongoing programmes and projects, except as otherwise agreed.

By mutual agreement, both Parties have signed this Supplementary Agreement, *ad referendum*, at Tegucigalpa, on 30 December 1985, in two original copies, both texts being equally authentic.

For the Government
of the Kingdom of Spain:

[Signed]

RAFAEL DESCALLAR MAZARREDO
Chargé d'affaires a.i.

For the Government
of the Republic of Honduras:

[Signed]

JOSÉ TOMÁS ARITA VALLE
Under-Secretary for Foreign Affairs
