

No. 25686

**SPAIN
and
DOMINICAN REPUBLIC**

**Supplementary Agreement on technical co-operation in the
fields of social and labour affairs. Signed at Santo
Domingo on 12 May 1986**

Authentic text: Spanish.

Registered by Spain on 24 February 1988.

**ESPAGNE
et
RÉPUBLIQUE DOMINICAINE**

**Accord complémentaire relatif à la coopération technique
dans le domaine du travail et des affaires sociales. Signé
à Santo Domingo le 12 mai 1986**

Texte authentique : espagnol.

Enregistré par l'Espagne le 24 février 1988.

[TRANSLATION — TRADUCTION]

SUPPLEMENTARY AGREEMENT¹ ON TECHNICAL CO-OPERATION IN THE FIELDS OF SOCIAL AND LABOUR AFFAIRS BETWEEN THE KINGDOM OF SPAIN AND THE DOMINICAN REPUBLIC

The Kingdom of Spain and the Dominican Republic, in the framework of the Agreement on social co-operation between Spain and the Dominican Republic, signed on 1 May 1967,² have decided to conclude this Supplementary Agreement in the fields of social and labour affairs, 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 ministerial departments 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) For the Dominican Government: The Secretariat of State for Labour and the National Institute of Vocational and Technical Training (INFOTEP).

Article III. The Spanish Government undertakes to:

(a) Send to the Dominican Republic a team of experts required for the execution of the activities determined by mutual agreement between the Parties, for a maximum period of sixty (60) expert/months per year.

(b) 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.

(c) Provide the remuneration due to the Spanish experts for their services during the period of the mission, in accordance with the relevant provisions in

¹ Came into force provisionally on 12 May 1986, the date of signature, and definitively on 2 November 1987, the date of the last of the notifications (effected on 7 August and 2 November 1987) by which the Parties informed each other of the completion of the required constitutional procedures, in accordance with article VIII.

² United Nations, *Treaty Series*, vol. 724, p. 3.

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).

(d) Grant and defray the costs of fellowships, up to a maximum of ten (10) 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 projects and activities.

(e) The Government of Spain shall provide the fellowship holders referred to in the preceding paragraph with a daily subsistence allowance equivalent to that in effect at the time 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 materials, and information which are required in each case.

(f) During their stay in Spain, the fellowship holders shall be protected by health insurance for illness and accidents, the cost of which shall be assumed by the Spanish Government.

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. The Dominican Government 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 or provincial, the materials, machinery and equipment acquired in Spain and intended for the Spanish technical co-operation mission.

(d) 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.

(e) 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.

(f) 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 Dominican Government shall bear the corresponding costs of travel, accommodation and subsistence.

(g) Grant the Spanish experts who, by virtue of this Agreement, are sent to the Dominican Republic, all the immunities and privileges which the Government of the Dominican Republic 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.

(h) Provide living accommodations for the Spanish experts, provided that the duration of the mission exceeds three months, or otherwise provide an annual

allowance in the national currency equivalent to \$RD 3,000 (three thousand pesos). This allowance may be revised annually on the basis of the authorized or actual fluctuations in rental prices and shall be adjusted in proportion to the length of stay in the country.

Article VI. 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 Caracas, Venezuela, the Spanish Technical Co-operation Area Chief, representatives of the Embassy of Spain in the Dominican Republic and the Ministry of Labour of the Dominican Republic and a representative of the National Institute of Vocational and Technical Training (INFOTEP).

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

1. 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.

2. To supervise the implementation of this Supplementary Agreement.

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

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

5. To suggest modifications of the programme based on project requirements, bearing in mind the provisions referred to in paragraph 1 of this article.

6. To report at the end of each six-month period on the objectives attained and those proposed for the following six-month period to the Office of International Technical Co-operation of the Ministry of Foreign Affairs of the Kingdom of Spain.

7. The Committee shall meet customarily in June and December of each year, and shall keep a record of the matters dealt with in the discharge of the responsibilities assigned to the Committee in the preceding paragraphs of this article.

8. 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 VIII. This Agreement shall apply provisionally from the date of its signature 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 where otherwise agreed.

DONE AND SIGNED by mutual agreement by both Parties at Santo Domingo de Guzmán, National District, capital of the Dominican Republic, in two original copies, both texts being equally authentic, on 12 May 1986.

For the Kingdom
of Spain:

Ad referendum:

[Signed]

JOSÉ LUIS PÉREZ RUIZ
Ambassador Extraordinary
and Plenipotentiary of Spain

For the Dominican Republic:

[Signed]

ARTURO CALVENTI
Ambassador

Secretary of State
for Foreign Affairs
