

No. 25683

---

**SPAIN  
and  
ALGERIA**

**Agreement on scientific and technical co-operation (with protocol and exchange of letters). Signed at Madrid on 29 January 1974**

*Authentic texts of the Agreement: Spanish and Arabic.*

*Authentic texts of the protocol and of the exchange of letters: Spanish and French.*

*Registered by Spain on 24 February 1988.*

---

**ESPAGNE  
et  
ALGÉRIE**

**Accord de coopération scientifique et technique (avec protocole et échange de lettres). Signé à Madrid le 29 janvier 1974**

*Textes authentiques : espagnol et arabe.*

*Textes authentiques du protocole et de l'échange de lettres : espagnol et français.*

*Enregistré par l'Espagne le 24 février 1988.*

[TRANSLATION — TRADUCTION]

AGREEMENT<sup>1</sup> ON SCIENTIFIC AND TECHNICAL CO-OPERATION BETWEEN THE GOVERNMENT OF SPAIN AND THE GOVERNMENT OF THE PEOPLE'S DEMOCRATIC REPUBLIC OF ALGERIA

The Government of Spain and the Government of the People's Democratic Republic of Algeria,

Aware of the need for close co-operation between the two countries,

Inspired by the friendship and good relations existing between their peoples,

Recognizing the advantages to be derived by both Governments from the intensification of their current relations in the field of scientific and technical co-operation, and

Desiring for this reason to elaborate further and broaden the scope of the provisions of the Agreement on cultural, scientific and technical co-operation signed by the plenipotentiaries of the two Governments at Madrid on 19 June 1968, with particular reference to the matters covered in articles I, XII, XIV and XV thereof,

Have decided to conclude this Agreement on scientific and technical co-operation, the terms and conditions of which are the following:

*Article I.* 1. The two Governments shall develop scientific and technical co-operation for peaceful purposes between the two countries.

2. The two Governments shall promote and facilitate the implementation of specific scientific and technical co-operation programmes and the exchange of technological experience in accordance with the economic, scientific and technical development objectives of the two countries through special agreements agreed upon by the two Governments within the framework of this Agreement or by bodies designated and duly authorized by them and concluded by the Ministries of Foreign Affairs of the two countries.

3. Such special agreements shall govern the content and scope of the co-operation and shall determine the bodies responsible for their implementation.

*Article II.* The technical co-operation provided for in article I of this Agreement may cover, *inter alia*, the following activities:

- (a) The exchange of training fellowships and specialization courses;
- (b) The sending of specialists, experts and technicians;
- (c) The preparation, as a result of a joint decision, of studies and projects capable of contributing to the scientific and technical development of the two countries;

<sup>1</sup> Came into force on 28 May 1974, the date of the last of the notifications (effected on 8 March and 28 May 1974) by which the Parties informed each other of the completion of the constitutional procedures, in accordance with article VI.

- (d) The carrying out of joint research work on scientific and technological problems;
- (e) Other forms of scientific and technical co-operation, including the provision of vocational and technical training for craftsmen, technicians and personnel in specialized establishments in both countries;
- (f) The exchange of information, publications and documentation of a technical and scientific nature; the conditions for such exchanges shall be laid down in a special agreement.

*Article III.* The modalities for the exchange of specialists, experts and technicians and the training of personnel referred to in article II shall be determined by a Protocol annexed to this Agreement.

The said Protocol shall establish each Government's share of the costs of the co-operation envisaged in article II and shall lay down the financial, legal, administrative and social provisions applying to the aforementioned personnel.

*Article IV.* For the purpose of implementing the provisions of this Agreement, the two Governments have decided to establish a Spanish-Algerian Joint Commission on Scientific and Technical Co-operation.

The Commission shall be presided over by representatives of the Ministries of Foreign Affairs of the two countries and normally shall meet once a year, in the capitals of the two countries alternately.

The Commission shall have the following functions:

- (a) To prepare annual or multiannual programmes for the implementation of scientific and technical co-operation activities, which shall be submitted for approval to the competent authorities of the two countries;
- (b) To analyse and evaluate the results of the co-operation activities;
- (c) To recommend to the competent authorities of the two countries the appropriate measures for developing scientific and technical co-operation between the two countries;
- (d) To co-ordinate Spanish-Algerian technical projects recommended by the various ministries or public and private institutions of each country, following their submission to their respective Ministries of Foreign Affairs.

*Article V.* Disputes regarding the interpretation or application of this Agreement shall be settled by mutual agreement between the two Governments.

*Article VI.* This Agreement shall enter into force on the date on which the two Governments notify each other, through the diplomatic channel, of the fulfilment of the respective constitutional formalities.

*Article VII.* 1. This Agreement shall have a duration of five years, at the end of which it shall be automatically renewed for successive periods of one year, unless one of the two Governments denounces it in writing, giving notice six months prior to the expiry of the current period.

2. In the event of denunciation, the provisions of this Agreement shall remain in force for the period and to the extent necessary to ensure the implementation of any special agreements concluded in accordance with article I, paragraph 2, which are in force at the time when the validity of this Agreement expires.

DONE at Madrid on 29 January 1974, in duplicate, in the Spanish and Arabic languages, both texts being equally authentic.

For the Government  
of Spain:

[Signed]

PEDRO CORTINA MAURI  
Minister for Foreign Affairs

For the Government  
of Algeria:

[Signed]

MOHAMED KHALED KHELLADI  
Ambassador of the People's Demo-  
cratic Republic of Algeria to  
Spain

## [TRANSLATION — TRADUCTION]

PROTOCOL ANNEXED TO THE AGREEMENT ON SCIENTIFIC AND TECHNICAL CO-OPERATION BETWEEN THE GOVERNMENT OF SPAIN AND THE GOVERNMENT OF THE PEOPLE'S DEMOCRATIC REPUBLIC OF ALGERIA CONCERNING CONDITIONS GOVERNING THE EXCHANGE OF EXPERTS AND MODALITIES FOR THE VOCATIONAL TRAINING OF PERSONNEL REFERRED TO IN ARTICLE III THEREOF

The Government of Spain and the Government of the People's Democratic Republic of Algeria, in implementation of articles II and III of the Agreement on scientific and technical co-operation of 29 January 1974, have agreed to conclude this Protocol establishing the conditions governing the exchange of experts and the modalities for the training of personnel by the two countries.

*Article I.* In implementation of the provisions of the Agreement on scientific and technical co-operation of 29 January 1974, the two Governments shall, to the extent possible, provide each other with assistance through the exchange of experts and personnel.

*Article II.* The requesting country shall inform the Government of the other country of its personnel requirements and shall indicate:

- (a) The list of posts to be filled;
- (b) Job descriptions;
- (c) The location where the work will be performed;
- (d) The duration of the contract;
- (e) The remuneration offered by the Government of the requesting country;
- (f) The general and professional qualifications required for each job;
- (g) The date by which each post must be filled.

*Article III.* The Government of the country providing the experts shall provide the Government of the requesting State with a list of suitable candidates for each post to be filled and shall attach thereto their records of service and, in particular:

- (a) Certified copies of their university or professional degrees or certificates;
- (b) A certificate indicating their marital status;
- (c) A medical certificate stating that the candidate is not suffering from any contagious disease or from any physical disability that might interfere with the performance of his duties;
- (d) Any other information about the candidates which the two Parties consider it necessary to exchange.

*Article IV.* After reviewing the candidatures, the Government of the requesting country shall inform the Government of the country providing the experts of its decision with respect to each candidature and shall transmit the appropriate contract for signature to the selected candidate through the Government of the country sending him.

*Article V.* The selected candidates and the competent authorities of the requesting country shall sign contracts, which shall enter into force on the date on which the persons concerned take up their duties. A statement certifying that such persons have taken up their posts shall be issued on the same day on which they actually do so except in the case of *force majeure*.

A contract consistent with the model annexed to this Protocol shall be drawn up for a period of three years. Upon the expiry of the term of the contract, it may be renewed for additional periods by written agreement between the two Governments and the person concerned, on three months' notice.

*Article VI.* Experts recruited pursuant to this Protocol shall in the performance of their duties, be subject to the authorities employing them. They may neither request nor receive instructions from any authority other than the one to which they are responsible by virtue of the work entrusted to them. They must observe absolute discretion throughout the term of their contract, as well as after its expiry, with respect to facts, information and documents that have come to their knowledge by virtue of their work. They may not engage in any type of political activity in the territory of the country in which they are employed. The experts covered by this Protocol shall be subject to the professional obligations arising out of the provisions governing their area of employment. Throughout the duration of their contract they may not engage in any profit-making activity, either directly or indirectly, except with the express authorization of the authority to which they are responsible.

The authorities of the two countries may at any time exchange information regarding the manner in which the experts are discharging their functions.

*Article VII.* Persons under contract shall be entitled to paid leave of one month for each year of service; such leave may be accumulated up to a maximum of two months.

*Article VIII.* Where a duly certified illness, accident or other physical incapacity prevents a person under contract from performing his duties, he shall automatically be entitled to sick leave.

Should the illness occur while such person is on leave outside the country where he is employed, he shall be required to submit a medical certificate endorsed by the diplomatic or consular office accredited in the country in which he is located.

The Government of the country where he is employed may at any time require an examination by a physician of its own choosing, or may require a medical consultation.

The duration of sick leave with full pay shall not exceed one twelfth of the duration of the contract. If, upon the expiry of that period, the person under contract is unable to resume his duties, he shall either be granted leave without pay or be placed at the disposal of his Government.

Where, upon the expiry of the period stipulated in the preceding paragraph, such person has been placed at the disposal of his Government, his repatriation costs shall be borne by the sending country if the illness occurs during the first six months of his contract, and by the country employing him if it occurs after that period has elapsed.

An expectant mother shall be entitled to two months' maternity leave.

*Article IX.* The Government employing the person under contract may denounce the contract at any time while it is in force, in which case it shall pay such person one month's severance pay for each year of service, except that such pay shall not be for less than one month or more than three months, and shall communicate its decision to the sending Government. In such instances, repatriation costs shall be borne by the receiving country.

A contract may be terminated automatically without paid notice if the expert has been the subject of a criminal conviction or if his conduct is incompatible with his duties, in accordance with procedures duly established by the competent authorities and pursuant to the legislation in force.

Where a person under contract has committed a serious offence that has been duly established, whether a breach of his professional obligations or an infraction of common law, he may be placed at the disposal of his Government without prior notice.

*Article X.* Furthermore, a contract may be terminated automatically without prior notice if, after signature of the contract or while it is in force, the person under contract has not reported for duty within the time-limits set by the administration employing him, except in the case of *force majeure*.

*Article XI.* The person under contract may denounce the contract on three months' notice.

In case of such denunciation, the person under contract shall lose his entitlement to repatriation expenses. The notice period may be shorter than the stated time in the case of *force majeure* duly confirmed by the competent authorities of the receiving country.

*Article XII.* The receiving Government shall pay experts covered by this Protocol remuneration (salary and any allowances to which they may be entitled) equal to that paid to its own employees at the same level who are responsible for the same duties.

Such remuneration shall be paid at the end of each month.

*Article XIII.* The Government of the sending country shall determine with the expert the financial, administrative and legal conditions which will be accorded him by that Government while he is working in the receiving country, including the preparation of permanent disability and life insurance policies.

*Article XIV.* A person under contract recruited in the sending country shall upon recruitment be entitled, at his Government's expense, to:

- Round-trip travel, in accordance with the legislation of the sending country, for himself, his spouse and his minor dependent children, between their place of residence in the sending country and the capital of the receiving country;
- Transportation of his personal effects up to a maximum of 40 kilograms for himself and 20 kilograms for each eligible member of his family.

Every two years, for the purposes of recreational leave, the expert shall be entitled, in respect of himself, his spouse and his minor dependent children, to payment of travel and baggage transportation expenses within the limits set in the preceding paragraph, which shall be borne by the receiving country in respect of the outward journey and by the sending country in respect of the return journey.

*Article XV.* Where required to travel or relocate for reasons of official business, experts shall be entitled to a daily allowance or to reimbursement of expenses incurred in accordance with the conditions established in the general regulations in force governing employees of the employer State at the same level and performing the same duties.

*Article XVI.* Experts covered by this Protocol shall be subject to the social security régime of the receiving country.

*Article XVII.* In the event of the death of a person under contract, the Government of the receiving country shall, at the request of his family, assume the costs of transporting the body and repatriating the dependants of the deceased and their furnishings and personal effects to the capital of the sending country as soon as possible.

*Article XVIII.* Experts covered by this Protocol shall be subject to the customs, taxation and transfer of payments régime in force in the country of employment.

*Article XIX.* The receiving country shall provide experts covered by this Protocol with adequate housing, furnished if possible, and, in the absence thereof, an allowance to cover rental costs.

*Article XX.* Short-term study trips, fact-finding trips and visits by experts of up to a maximum of two months shall be governed by the following conditions:

- (a) The sending country shall defray round-trip travel expenses;
- (b) The receiving country shall defray transportation expenses within its territory.

*Article XXI.* Any disputes which may arise as to the interpretation of this Protocol shall be resolved by the two Governments through the diplomatic channel.

*Article XXII.* Any disputes of interpretation which may arise between the Algerian Government and the person under contract with regard to the implementation of the provisions of a contract shall be dealt with in consultations between the Spanish and Algerian authorities.

Where the disputes mentioned in the preceding paragraph between the Algerian Government and the expert persist, they shall be submitted to the competent Algerian courts. The relevant decision adopted by such courts shall be communicated by the Algerian Government to the Spanish Government.

*Article XXIII.* This Protocol shall enter into force on the same date and in accordance with the same procedure as the Agreement on scientific and technical co-operation.

*Article XXIV.* This Protocol shall have the same period of validity as that established for the Agreement on scientific and technical co-operation. Amendments to the Protocol shall be made under the same conditions as those provided for in article VII of that Agreement.

DONE at Madrid on 29 January 1974, in duplicate in the Spanish and French languages, both texts being equally authentic.

For the Government  
of Spain:

[PEDRO CORTINA MAURI]

For the Government  
of Algeria:

[MOHAMED KHALED KHELLADI]

MINISTRY OF .....  
PEOPLE'S DEMOCRATIC REPUBLIC OF ALGERIA

The Recruitment Commission of the Ministry of ..... has decided to accept the candidature of Mr. ...., who is awarded a contract in accordance with the conditions laid down in the Protocol on the training of personnel and the exchange of experts in implementation of the Agreement on scientific and technical co-operation between Spain and Algeria concluded at Madrid on 29 January 1974.

Mr. .... Forename.....  
is hereby hired to fill a post as ..... at (place of employment) ..... for a period of .....

Beginning on the date on which he takes up his duties, he shall receive the following remuneration from the Algerian Government:

- Gross: .....
- Net: .....

based on the remuneration received by Algerian employees in the same category and performing the same work.

The person under contract shall be entitled to annual leave of ..... days.

- Housing will be provided.
- Housing will not be provided.

Algiers, .....

*Signature*

## [TRANSLATION — TRADUCTION]

## EXCHANGE OF LETTERS

## I

## OFFICE OF THE AMBASSADOR OF ALGERIA

Madrid, 29 January 1974

Sir,

During the consultations which took place between our two delegations from 9 to 17 July 1973 at Madrid concerning scientific and technical co-operation, agreement was reached on the following:

In connection with article XVIII concerning the régime governing customs, tax and transfer of payment matters, I have the honour to confirm that Spanish experts covered by the Protocol concerning conditions governing the exchange of experts and modalities for the vocational training of personnel referred to in Article III of the Agreement on scientific and technical co-operation between the Government of the People's Democratic Republic of Algeria and the Government of Spain, shall be covered in Algeria by the following provisions:

*I. Importation and re-exportation of personal effects and goods*

They may import and re-export personal effects, a vehicle, supplies and equipment needed for the discharge of their functions free of customs charges, taxes and customs duties, provided that:

- (a) Such goods and effects are imported into Algeria no later than six months following their arrival in the country;
- (b) Such goods and effects are solely for personal use and are neither transferred nor lent whether free of charge or in return for payment unless the duties or taxes applicable at the time at which they are transferred or lent are paid and the applicable foreign trade and exchange formalities are observed.

*II. Taxes*

Salaries shall be payable to co-operating experts in Algerian dinars.

The applicable taxes shall be paid in accordance with the legislation in force in the receiving country and shall be deducted by the employer from the total amount of the salary.

*III. Transferable share of salaries*

The transferable share of salaries received by co-operating experts covered by the aforementioned Protocol shall be as follows:

- 30 per cent in the case of single persons or married persons whose families are in Algeria;
- 50 per cent in the case of persons whose families (spouse and direct descendants) are not living in Algeria;
- 100 per cent in the case of persons spending administrative leave in the sending country.

I have the honour to propose that this letter should constitute an integral part of the Protocol annexed to the Agreement on scientific and technical co-operation between the Government of the People's Democratic Republic of Algeria and the Government of Spain concerning conditions governing the exchange of experts and modalities for the vocational training of personnel referred to in Article III thereof.

Accept, Sir, etc.

[Signed]

M. K. KHELLADI

His Excellency Mr. Pedro Cortina Mauri  
Minister for Foreign Affairs  
Madrid

## II

### MINISTRY OF FOREIGN AFFAIRS

Sir,

I have the honour to refer to your letter of today's date, 29 January, the translation of which reads as follows:

[See letter I]

I have the honour to inform you of my Government's approval of your letter reproduced above. Consequently, your letter and this letter shall constitute an integral part of the Protocol annexed to the Agreement on scientific and technical co-operation between the Government of Spain and the Government of the People's Democratic Republic of Algeria concerning the conditions governing the exchange of experts and modalities for the vocational training of personnel referred to in Article III thereof.

I take this opportunity, etc.

[PEDRO CORTINA MAURI]

His Excellency Mr. Mohamed Khaled Khelladi  
Ambassador of the People's Democratic Republic  
of Algeria  
Madrid