

**No. 27165**

---

**SPAIN  
and  
PORTUGAL**

**Agreement on agricultural cooperation (with annexes).  
Signed at Salamanca on 28 November 1987**

*Authentic texts: Spanish and Portuguese.*

*Registered by Spain on 21 March 1990.*

---

**ESPAGNE  
et  
PORTUGAL**

**Accord de coopération agricole (avec annexes). Signé à  
Salamanque le 28 novembre 1987**

*Textes authentiques : espagnol et portugais.*

*Enregistré par l'Espagne le 21 mars 1990.*

[TRANSLATION — TRADUCTION]

AGREEMENT<sup>1</sup> ON AGRICULTURAL CO-OPERATION BETWEEN  
THE KINGDOM OF SPAIN AND THE REPUBLIC OF PORTUGAL

The Kingdom of Spain and the Republic of Portugal, hereinafter referred to as the “Contracting Parties”, convinced that intensification and subsequent development of agricultural cooperation will be of benefit to both their countries, and taking into consideration the Lisbon joint declaration of 12 November 1983, particularly point 2 of the chapter on agriculture, have agreed as follows:

*Article I*

Both Parties shall encourage cooperation in the areas of research, rural extension services, vocational training, and agricultural and forestry development between the two countries on subjects of mutual interest, to be determined annually.

*Article II*

The cooperation referred to in Article I shall take the following forms:

- (a) Exchange of information, in particular through study missions, seminars and symposia;
- (b) Exchange of scientific and technical documentation and biological materials;
- (c) Exchange of researchers, technical personnel and experts for short or long periods;
- (d) Joint execution of programmes and projects.

*Article III*

1. To ensure that the cooperation referred to in article I functions effectively, high-level representatives of both Parties shall meet once, or if appropriate, twice a year, alternately in each country.

2. At these meetings, the Parties shall evaluate the results of their cooperation and shall plan its future course. For this purpose, they shall develop an annual Work and Cooperation Plan, as described in Article IV.

*Article IV*

In order to carry out the cooperation mentioned in Articles I and II, representatives of both Parties shall draw up a Work and Cooperation Plan containing joint information on activities executed the previous year and establishing the programme for the following year, with specific reference to its objectives and financing.

<sup>1</sup> Came into force provisionally on 28 November 1987, the date of signature, and definitively on 4 August 1989, the date of the last of the notifications (of 22 May and 4 August 1989) by which the Parties informed each other of the completion of their respective requirements, in accordance with article IX (2).

### Article V

For the purpose of carrying out study missions and exchanges of researchers and technicians as provided under Article II, paragraphs (a) and (c) of this Agreement, the sending Party shall submit to the other Party at least two months before the visit or stay, a report on each visitor providing personal information, educational background, work experience, subject and field of specialization, specific goals, special expertise and languages.

### Article VI

1. Publications referring to projects jointly executed under this Agreement shall be submitted to both Contracting Parties for prior approval. Such publications shall state explicitly that the projects were executed under the terms of this Agreement, and shall specify the respective contributions of each Party. These publications may be issued jointly.

2. Procedures for the eventual application of the results obtained through execution of joint projects shall be the subject of appropriate negotiations, taking into account the contribution of each Party.

### Article VII

Any disagreements which may arise in implementing this Agreement shall be resolved between the Parties.

### Article VIII

The cooperation referred to in Articles I and II of this Agreement shall be implemented in harmony with the plans contained in Annexes I, II, III and IV in the areas of research, rural extension services and vocational training, forestry and agricultural development.

The aforementioned plans shall be executed by the institutions named in each case, or those which may replace them in future in the field of competence covered by this Agreement.

### Article IX

1. This Agreement shall remain in force for one year, renewable for equal periods, unless denounced in writing by either Party at least three months before its expiration.

2. This Agreement shall enter into force when both Parties shall have notified each other of compliance with their respective internal legal requirements. In any case, it shall apply provisionally from the date of signature.

DONE at Salamanca on 28 November 1987, in two original copies in the Spanish and Portuguese languages, both texts being equally authentic.

For the Kingdom  
of Spain:

[Signed]

CARLOS ROMERO HERRERA  
Minister of Agriculture,  
Fisheries and Food

For the Republic  
of Portugal:

[Signed]

ALVARO BARRETO  
Minister of Agriculture,  
Fisheries and Food

## ANNEX I

## COOPERATION IN THE FIELD OF RESEARCH

Cooperation in the field of research shall be channelled through and implemented by the National Institute of Agrarian Research of the Ministry of Agriculture, Fisheries and Food of Spain and by the National Institute of Agrarian Research of the Ministry of Agriculture, Fisheries and Food of Portugal.

A. Cooperation in the field of research shall cover the following matters:

1. Methodology for the coordination, planning, evaluation, follow-up, monitoring, and transfer of technology.

*Execution:*

Directors General and their assistants.

*Place:*

Madrid and Lisbon or research centres of either country.

2. AGRIMED directory of projects of common interest, establishing two principal levels of cooperation: (a) protocols or cooperation agreements on subjects of common interest where contacts or joint projects currently exist; (b) development of information exchange visits by researchers at the level of heads of department and team leaders.

*Execution:*

Directors General and contributors.

*Location:*

Madrid and Lisbon.

3. Scientific and technical information and documentation.

*Execution:*

Central Documentation Service.

*Place:*

Madrid and Lisbon.

4. Grain, fodder and forage in dry and semi-arid regions.

*Execution:*

Spain: SIA 08-10

Portugal: National Plant Improvement Station

5. Improved-quality maize

*Execution:*

Spain: SIA 0 1

Portugal: National Agronomy Station, National Plant Improvement Station, NUMI of Braga

*Place:*

Mabelougo (La Coruña) and Braga

6. Herbology

*Execution:*

Spain: SIA 06, 03 and 10

Portugal: National Centre for the Protection of Agricultural Production

*Place:*

Madrid and Oeiras

## 7. Plant protection for the Iberian Peninsula

*Execution:*

Spain: INIA

Portugal: National Centre for the Protection of Agricultural Production

*Place:*

Madrid and Oeiras

## 8. Typification of varieties of seeds and plant growth materials

*Execution:*

Spain: National Institute for Nursery Seeds and Plants — DGPA

Portugal: National Centre for the Protection of Agricultural Production

*Place:*

Madrid and Oeiras

## 9. Rice: irrigation technology

*Execution:*

Spain: Valencia Institute for Agrarian Research (IVIA)

Portugal: National Agronomy Station, Irrigation Department

*Place:*

Sueca (Valencia) and Oeiras

## 10. Animal production in wetlands

*Execution:*

Spain: SIA 01 Agrarian Research of Galicia

Portugal: National Animal Husbandry Station

## 11. Fodder and forage in cool climates

*Execution:*

Spain: IRTA of Catalonia

Portugal: National Agronomy Station

## 12. Forestry products

*Execution:*

Spain: INIA

Portugal: National Forestry Station

## 13. Citrus, fruits and other fruits and vegetables

*Execution:*

Spain: IVIA and SIA of La Rioja

Portugal: National Fruit-Growing Station — Department of Horticulture

14. Olive growing and oil crops: subtropical crops

*Execution:*

Spain: SIA of Andalusia and Canaries Institute for Agrarian Research

Portugal: National Fruit-Growing Station — National Plant Improvement Station — National Agronomy Station

15. Agro-energy and Agro-industry

*Execution:*

Spain: INIA and various SIAs of autonomous communities

Portugal: National Agricultural Product Technology Station

**B. *Financial arrangements:***

1. The cost of travel required in pursuance of Article II of this Agreement shall be borne in full by the sending Party.

2. The cost of materials for visits and joint projects required in pursuance of Article II, paragraphs (c) and (d) of this Agreement may be covered jointly by both Parties. The Parties shall arrange the details on a case-by-case basis.

3. Transportation costs resulting from the exchange of biological materials and scientific and technical documentation in conformity with Article II, paragraph (b) of the Agreement shall be borne by the sending Party. The receiving State shall be responsible for arrival formalities and expenses, customs clearance and transportation from customs to final destination.

4. The Spanish administration shall cover any financial obligations incurred by the Kingdom of Spain described in the foregoing paragraphs from authorized appropriations charged to the regular budget, without drawing on extrabudgetary or supplementary funds.

## ANNEX II

## COOPERATION IN RURAL EXTENSION SERVICES AND VOCATIONAL TRAINING

Cooperation in rural extension services and vocational training shall be developed and implemented by the Directorate General of Agrarian Research and Training of the Spanish Ministry of Agriculture, Fisheries and Food, and by the Directorate General of Planning and Agriculture of the Portuguese Ministry of Agriculture, Fisheries and Food, which shall appoint the respective cooperation commissions of experts, as required. The experts shall examine the matters mentioned below, through an appropriate monitoring and follow-up and through regularly scheduled meetings.

With regard to the Lousa Centre for Forestry Operations and Technology (point 3.3), for Portugal, cooperation shall be developed and implemented by the Directorate General of Forests.

A. Cooperation in rural extension services and vocational training shall cover the following activities:

1. Mutual expansion of knowledge and exchange of experience concerning integrated rural development programmes, particularly for depressed and mountainous regions, with priority given to border areas.

1.1. Visit by Spanish technical personnel to the Tras-os-Montes integrated project and the Valle de Lima mountain economy project.

2. Exchange of experience concerning the organization, methodology, planning and evaluation of rural extension services.

2.1. Meeting between Spanish and Portuguese rural extension officials.

3. Exchange of experience concerning the organization and methodology of vocational training as well as programmes and courses of study.

3.1. Visit to Spain by the directors of Portuguese vocational training centres to study their organization and management.

3.2. Visit to Spain of two Portuguese technical officials to study training programmes for rural extension agents.

3.3. Visit to Portugal by a group of Spanish technical officials to learn about and discuss the structure of vocational training, in particular the Lousa Centre for Technical Forestry Operations.

3.4. Input of Spanish technical staff in developing guidelines governing training courses for rural extension agents.

3.5. Short stay in Spain by participants in a course for supervisory personnel.

4. Exchange of knowledge and experience about economic and agrarian associations.

5. Support by Spanish rural extension experts in follow-up and evaluation of PADAR.

6. Short study tours for specialized extension agents and experts in various production areas.

7. Exchange of information and experience on support programmes to assist young farmers.

7.1. Establishment of a permanent group of those in charge of these programmes which shall meet at least once a year.

7.2. Consideration of the possibility of visits and joint activities between the youth of both countries.

8. Exchange of various models for technology transfer in the agricultural sector.

8.1. Participation by a Spanish technical expert in the preparation of an information and extension model for Portugal.

8.2. Exchange of all publications issued during the year.

8.3. Meeting of technical staff from both countries to learn about and analyse the network of experimental farms growing maize.

8.4. Participation by two Portuguese technical experts on the Spanish programming team for the computerization of technical-economic programmes offered by the rural extension services.

9. Cooperation in the management of businesses, oil crops, vineyards, wine-making, and fruit-growing from an agricultural extension-vocational training perspective.

10. Exchange of knowledge about the activities of rural women and socio-economic studies of the region.

*B. Financial arrangements*

The financial arrangements shall be identical with those governing cooperation in the field of research (annex, sect. B).



## ANNEX III

## COOPERATION IN THE AREA OF FORESTRY DEVELOPMENT

Cooperation in the area of forestry shall be carried out by the National Institute for Nature Conservation (ICONA) of the Spanish Ministry of Agriculture, Fisheries and Food, and by the Directorate General of Forestry of the Portuguese Ministry of Agriculture, Fisheries and Food.

With regard to extension services and vocational training (point A.1.), cooperation shall be designed and implemented, for the Spanish side, by the D.G.I.C.A. of the MAPA.

A. Cooperation in forestry development shall cover:

1. Extension services and vocational training;
2. Management and conservation;
3. Hunting;
4. Fishing in interior waters;
5. Silviculture in pastureland and mountainous regions and depressed areas;
6. Recreational use of forests;
7. Exchange of documentation on forestry (THESAURUS).

B. *Financial arrangements*

The financial arrangements shall be identical with those governing cooperation in the research field (annex I, sect. B).

## ANNEX IV

## COOPERATION IN AGRICULTURAL DEVELOPMENT

Cooperation in agricultural development shall be designed and implemented by the National Institute for Agrarian Reform and Development of the Spanish Ministry of Agriculture, Fisheries and Food, the Directorate General of International Technical Cooperation of the Spanish Ministry of Foreign Affairs, and the Directorate General of Hydraulic and Agricultural Engineering of the Portuguese Ministry of Agriculture, Fisheries and Food.

A. Cooperation activities in the area of agricultural development shall be:

1. Integrated rural development of depressed areas, especially those close to the common border;
2. Agricultural engineering;
3. Use and operation of irrigation systems;
4. Standards and methods seen from the point of view of agronomy and law;
5. Computer applications to project execution and follow-up.

Such cooperation shall consist in providing joint consulting and advisory services for human resources training in the areas indicated through the exchange of technical personnel at the appropriate level, and, whenever possible, by initiating programmes to supplement the activities covered in this Agreement, such as visits, missions, seminars, practical training in specific areas of activity and advanced courses on subjects relating to rural engineering.

Reciprocal technical assistance may take the forms of the planning, formulation and execution of agricultural development projects in border areas; planning and advisory services related to conversion to irrigation systems and their subsequent use; conducting hydrogeological studies of watershed areas and, in general, any project which either Party may request with the objective of achieving the more efficient use of natural resources for agricultural purposes.

B. *Execution*

1. In the programming of joint cooperation activities and/or technical assistance promoted in this Agreement, special attention shall be paid to rural development projects in border areas which may be included in future national programmes of common interest.

2. Both Parties, whenever possible and on the proposal of either Party, may agree that a cooperation or technical assistance project shall be executed by a State or parastatal enterprise in its capacity as a technical service of the Government.

3. The relationship between the executing agencies referred to in this Agreement and para-State enterprises shall be governed by specific agreements. The terms and conditions of contracts established by law shall apply as long as the projects to be implemented are considered to be direct government activities. The aforementioned agreements shall set the rate scale governing the cost of services or projects to be implemented, and establish a mechanism for their regular review.

C. *Financial arrangements*

1. *Contributions by Spain*

1.1. To be sent to Portugal:

(a) One high-level engineer and one engineer-technical expert to help develop the programme or to formulate and execute specific irrigation or other rural engineering projects;

(b) Two high-level technical experts to work on integrated rural development programmes in depressed areas;

(c) One high-level technical expert for each programme to coordinate or develop the normative framework and methods of work with due regard to the agronomical and/or legal aspects;

(d) One high-level specialist in computer applications to project formulation and follow-up.

The total number of officials who may travel to Portugal each year to conduct cooperation projects shall not be greater than 10. The duration of the visit shall not exceed one month.

1.2. To be received in Spain:

(a) Up to 10 officials to collaborate in the formulation and/or execution of specific programmes and projects in rural engineering; irrigation operations; integrated rural development of needy areas; computer applications to engineering or its follow-up; agrarian law and operational standards;

(b) One official at the appropriate level for each course offered by IRYDA to its staff.

1.3. To be maintained in Spain: a coordinator with responsibility for the preparation and monitoring of programmes, visits and travel by Portuguese experts, as well as for supervision, coordination and support of IRYDA staff in Portugal. The coordinator may travel to Portugal four times a year for a maximum stay of 10 days per trip.

1.4. To be provided to Spanish personnel:

(a) Payment in full of their salary in Spain during their stay in Portugal, in addition to the cost of round-trip travel to the final destination, or the equivalent;

(b) Payment to Spanish technical personnel of the equivalent of \$US 40 (forty United States dollars) for each day of their stay in Portugal;

(c) Payment to the IRYDA coordinator of the equivalent of \$US 50 for each day of his stay in Portugal.

1.5. To be provided to Portuguese personnel:

Coverage of travel costs in Spain between the arrival point and the work site.

1.6. The financial obligations contracted by the Kingdom of Spain and referred to in the foregoing paragraphs shall be fulfilled as follows:

(a) Through IRYDA, which shall pay the emoluments and salary due to the Spanish technical personnel covered by paragraph 1.4 (a) above. It shall also bear the costs arising from the obligations referred to in paragraph 1.5 as described above;

(b) By the Directorate General for International Technical Cooperation of the Ministry of Foreign Affairs, which shall be responsible for the remuneration of Spanish technical personnel referred to in paragraph 1.4, points (b) and (c);

(c) The Spanish Government shall meet the obligations referred to in the foregoing paragraphs by the appropriation of funds from the regular budget, without recourse to extrabudgetary or supplementary resources;

(d) If an expert is a career officer of the Spanish agency providing assistance, he shall be considered in temporary secondment during that period, in accordance with Law 30/1984 of 2 August.

2. *Contributions by Portugal*

2.1. To be sent to Spain:

The total number of Portuguese officials who may travel to Spain each year shall not exceed 10. The maximum duration of the visit shall be one month.

2.2. To be received by Portugal:

Up to 10 Spanish technical personnel to help formulate and/or execute the programmes and projects referred to in paragraph 1.1 of section C (Financial arrangements).

2.3. To be maintained in Portugal: a coordinator in charge of the preparation and monitoring of programmes, visits and travel of Spanish experts, as well as supervision, coordination and support of Portuguese staff in Spain. The Portuguese coordinator may travel to Spain four times a year for a stay not exceeding 10 days per trip.

2.4. To be provided to Portuguese officials:

Payment in full of their salary in Portugal during their stay in Spain, of the cost of round-trip tickets to the final destination and of a post adjustment allowance as established by law.

2.5. To be provided to Spanish personnel:

Coverage of transportation costs in Portugal from the arrival point to the work site.

2.6. Financial obligations contracted by the Republic of Portugal under this Agreement shall be borne by the Ministry of Agriculture, Fisheries and Food.

*D. Implementation of the cooperation*

1. The technical assistance programmes referred to in section A shall be determined and developed in accordance with the decisions agreed upon by the two executing agents: for Spain, IRYDA and for Portugal, D.G.H.E.A.

2. The place of residence of technical personnel from both missions shall be designated by mutual agreement before programme execution begins.

3. Technical personnel of both missions shall be at least 30 years of age and have five years of professional experience in their specialized field.

4. Executing agencies shall reserve the right to order the return to the country of origin of any technical expert whose performance of his duties is considered unsatisfactory.

---