

No. 27163

**SPAIN
and
PERU**

**Supplementary Agreement on international technical co-
operation in social and labour affairs. Signed at Lima
on 18 February 1987**

Authentic text: Spanish.

Registered by Spain on 21 March 1990.

**ESPAGNE
et
PÉROU**

**Accord complémentaire relatif à la coopération technique
internationale dans le domaine du travail et des affaires
sociales. Signé à Lima le 18 février 1987**

Texte authentique : espagnol.

Enregistré par l'Espagne le 21 mars 1990.

[TRANSLATION — TRADUCTION]

SUPPLEMENTARY AGREEMENT¹ ON INTERNATIONAL TECHNICAL COOPERATION IN SOCIAL AND LABOUR AFFAIRS

The Kingdom of Spain and the Republic of Peru, under the Agreement on Social Cooperation between Spain and Peru, signed on 24 July 1964,² and the Basic Agreement on Scientific and Technical Cooperation between Spain and Peru, signed on 30 June 1971,³ have decided to conclude this Supplementary Agreement in Social and Labour Affairs, as follows:

Article I

The purpose of this Supplementary Agreement is to establish a framework in which the cooperation programmes and projects in social and labour affairs 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 Government of Spain: 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 cooperation activities.

(b) For the Government of Peru: The Ministry of Labour and Social Development, the National Apprenticeship and Labour Service (SENATI), the National Training Service for the Construction Industry (SENCICO), the National Tourism Training Centre (CENFOTUR), the National Institute of Cooperatives (INCOOP), the Peruvian Social Security Institute (IPSS) and the National People's Cooperation System (COOPOP).

The executing agencies in Peru shall communicate their technical cooperation requirements through the National Planning Institute (INP) and the Ministry of Foreign Affairs, in accordance with the rules in force.

Article III

The Government of Spain undertakes to:

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

(b) Remunerate 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).

¹ Came into force on 28 June 1988, the date of the last of the notifications (of 5 February and 28 June 1988) by which the Parties informed each other of the completion of their respective internal requirements.

² United Nations, *Treaty Series*, vol. 1025, p. 95.

³ *Ibid.*, p. 103.

(c) Grant and defray the costs of fellowships in Spain, up to a maximum of ten per year, 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, for a maximum stay in Spain of three months and one month respectively, during which time the fellowship holders concerned shall be covered by insurance against sickness 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 in effect at the time for Spanish civil servants in the 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, work materials and information required in each case.

Article IV

The financial obligations stipulated in article III shall be fulfilled by using the appropriations authorized annually for technical cooperation in the regular budget of the Ministry of Labour and Social Security of Spain.

Article V

A social and labour cooperation area chief shall be in charge of the Spanish social and labour cooperation; he shall be appointed for that purpose and shall assume the functions specifically entrusted to him and, in certain 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 cooperation personnel shall operate in Peru under the supervision of the Spanish Embassy, and their activities shall be coordinated by the Ministry of Foreign Affairs of Spain.

Article VI

The Government of Peru 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 execution 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 the materials, machinery and equipment intended for the Spanish technical cooperation mission and acquired for its programmes and/or projects, in accordance with the Basic Agreement concluded between the two Parties in 1971 and the laws in force in Peru.

(d) Grant the Spanish experts who by virtue of this Agreement are sent to Peru by the Spanish Government the exceptions and benefits of all types provided for in the Basic Agreement on Scientific and Technical Cooperation concluded between Spain and Peru in 1971 (exemption from income tax, tax exemptions, privileges, etc.), according to the status of international experts, upon accreditation through the diplomatic channel, which shall be valid throughout their service with the mission.

(e) Assign to each of the experts the national counterparts (management, technical, teaching, administrative and service staff) required for the proper implementation of the cooperation 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 Peruvian Government shall bear the corresponding costs of travel, accommodation and subsistence.

(h) Provide living accommodations for the Spanish experts, on condition that the duration of the mission exceeds three months, or otherwise provide a monthly allowance in the national currency equivalent to US\$ 150. This allowance may be revised annually by the Parties. If an institution is unable to meet these costs, they shall be financed from the Counterpart Fund (local expenditure heading). These or other arrangements agreed by the Parties shall in all cases be provided for in the operating plan for the respective programmes and/or projects.

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 labour attaché and Spanish technical cooperation area chief accredited in Peru; a representative of the Department of International Technical Cooperation of the Spanish Ministry of Foreign Affairs, who may delegate responsibility to the Spanish Embassy at Lima; a representative of the Peruvian Ministry of Labour and Social Development; a representative of the National Planning Institute (INP); and a representative of each of the institutions responsible for the implementation of the Agreement.

Article VIII

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 in accordance with the prevailing rules in each country, 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 evaluate the actions taken, communicating the results to the executing agencies of the Agreement, the Spanish Embassy, the INP and the Ministry of Foreign Affairs.

4. 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 Mixed Commission established by the Basic Agreement on Scientific and Technical Cooperation of 30 June 1971.

By mutual agreement, the two Parties hereby sign this Supplementary Agreement at Lima on this 18th day of February, 1987, in two original copies, both texts being equally authentic.

For the Government
of Spain:

[Signed]

JOSÉ LUIS DICENTA BALLESTER
Ambassador of Spain

For the Government
of Peru:

[Signed]

ALAN WAGNER TIZÓN
Minister
for Foreign Affairs
