

**No. 27665**

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**SPAIN  
and  
EL SALVADOR**

**Basic Agreement on scientific and technical cooperation.  
Signed at San Salvador on 9 June 1987**

*Authentic text: Spanish.*

*Registered by Spain on 27 November 1990.*

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**ESPAGNE  
et  
EL SALVADOR**

**Accord de base relatif à la coopération scientifique et technique. Signé à San Salvador le 9 juin 1987**

*Texte authentique : espagnol.*

*Enregistré par l'Espagne le 27 novembre 1990.*

## [TRANSLATION — TRADUCTION]

BASIC AGREEMENT<sup>1</sup> ON SCIENTIFIC AND TECHNICAL COOPERATION BETWEEN THE KINGDOM OF SPAIN AND THE REPUBLIC OF EL SALVADOR

The Kingdom of Spain and the Republic of El Salvador, considering:

I. That Spain and El Salvador are united fraternally by profound historical, cultural and social ties;

II. Bearing in mind the traditional bonds of friendship and cooperation that have united the two countries;

III. Bearing in mind their common interest in striving to provide for the best possible well-being of their people through the promotion and encouragement of scientific and technical development;

IV. Recognizing the advantages which both nations would derive from close collaboration in the above-mentioned fields;

V. Aware of the need for a framework agreement to serve as the basis for the exchange of experience in the scientific and technical fields and to promote the advancement of their peoples;

And, accordingly, promoted by a desire to strengthen the existing ties of friendship and cooperation and convinced of the numerous advantages resulting from close cooperation, have decided to conclude:

This Basic Agreement on scientific and technical cooperation between the Kingdom of Spain and the Government of the Republic of El Salvador.

*Article I*

All the programmes, specific projects and scientific and technical cooperation activities agreed upon by the Parties shall be carried out in accordance with the general provisions of this Agreement.

*Article II*

The competent bodies of the two Parties shall, in accordance with their internal legislation, coordinate and programme the implementation of activities envisaged in this Agreement and shall make the necessary arrangements to that end.

These functions shall be performed, in the case of Spain, by the Ministry of Foreign Affairs, through the Department for International Cooperation and Ibero-America, without prejudice to the same functions being performed, if need be by the Institute of Ibero-American Cooperation.

*Article III*

1. The programmes, projects and activities defined under this Agreement may, if it is deemed expedient, be incorporated into regional integrated cooperation plans involving both Parties.

<sup>1</sup> Came into force on 2 June 1988, the date of the last of the notifications (of 15 October 1987 and 2 June 1988) by which the Parties informed each other of the completion of the required internal formalities, in accordance with article XI.

2. The Parties may also request international organizations to participate in the financing and/or implementation of programmes and projects resulting from the modalities of cooperation envisaged in this Agreement.

#### *Article IV*

The cooperation provided for in this Agreement may consist of:

(A) The exchange of expert and specialist missions for the implementation of the scientific and technical cooperation programmes and projects previously agreed upon;

(B) The awarding of fellowships for refresher courses, in-service training and participation in practical training or specialized courses or seminars;

(C) The provision of the materials and equipment necessary for the execution of the programmes and projects agreed upon;

(D) The joint use of facilities, centres and institutions designated for the implementation of programmes and projects agreed upon;

(E) The exchange of scientific and technical information, of studies which may contribute to the economic and social development of the two countries, and of other works and publications on technical and scientific programmes;

(F) Any other cooperation activity which may be agreed upon by the two Parties, in particular those relating to the integrated development of the most disadvantaged populations.

#### *Article V*

1. Such privileges and benefits as may be granted by the Government of El Salvador to members of international missions shall, on the basis of the most-favoured-nation clause, be applicable to Spanish experts, technicians and technical cooperation personnel.

2. The Government of El Salvador shall provide both the personal and material facilities needed for the smooth operation and implementation of the projects and programmes envisaged in this Agreement.

3. Spanish agencies and Spanish personnel shall be exempt from all income taxes, import duties, customs duties or any other taxes or charges in respect of professional and technical equipment and personal effects.

#### *Article VI*

1. The Government of Spain shall assume payment of:

(A) The travel costs, salaries, fees, allowances and other remuneration of Spanish personnel;

(B) Costs in respect of the equipment, instruments and materials needed to carry out activities under specific programmes or projects.

2. The Government of Spain shall assume the costs relating to the training and advanced training, in Spain, of the Salvadorian personnel involved in programmes and projects under this Agreement.

3. Such privileges and benefits as may be granted by the Government of Spain to international experts shall, on the basis of the most-favoured-nation clause, be applicable to Salvadorian experts.

4. The Government of Spain shall assume the costs incurred in the implementation of this Agreement under the annual regular budgets of the Institute of Ibero-American Cooperation and of any other agencies participating in its implementation.

#### *Article VII*

The work of all the Spanish officials, experts, technicians and technical cooperation personnel operating under uniform guidelines shall be coordinated by a Co-ordinator-General for Spanish Cooperation, who shall carry out his functions under the direction of the Counsellor for Cooperation, if any, and, in any event, of the Ambassador of Spain.

#### *Article VIII*

In order to ensure the fulfilment of the requirements of this Agreement, the two Parties hereby agree to set up a Joint Planning, Follow-up and Evaluation Commission, composed of representatives appointed by them.

The Commission shall meet at least twice a year, one of its meetings being held preferably in the last quarter of the year, at which proposals for programmes and projects to be implemented in subsequent fiscal years shall be submitted to the competent bodies of the Parties.

The Commission may draw up its rules of procedure and, should it consider it necessary to do so, set up working groups or groups for project planning and evaluation.

#### *Article IX*

In addition to a general examination of matters relating to the implementation of this Agreement, the Joint Planning, Follow-up and Evaluation Commission shall have the following functions:

(A) To identify and define the areas in which it might be desirable to implement cooperation programmes and projects, assigning to them an order of priority;

(B) To propose to the competent organs the programme of cooperation activities to be undertaken, assigning an order of priority to the projects to be implemented;

(C) Periodically to review the programme as a whole, as well as the progress made in individual cooperation projects;

(D) To evaluate the results of the implementation of the specific programmes and projects in order to improve the effectiveness of their implementation;

(E) To submit to the competent authorities for their approval the annual report on cooperation between Spain and El Salvador which shall be prepared by the Coordinator-General for Spanish Cooperation in collaboration with the agencies of the Salvadorian Party;

(F) To make such recommendations as it may deem relevant to improve mutual cooperation.

At the conclusion of each session, the Commission shall draft a report setting forth the results obtained in the respective areas of cooperation.

*Article X*

The goods, materials, instruments, equipment and items imported into the territory of Spain or of El Salvador in accordance with this Agreement may be neither transferred nor lent, whether in return for payment or free of charge, except with the prior authorization of the competent authorities of the territory.

*Article XI*

This Agreement shall enter into force on the date on which the Parties notify each other that the formalities required by their internal legislation for that purpose have been fulfilled.

*Article XII*

1. This Agreement shall remain in force for five years and shall be automatically renewable for periods of one year unless one of the Parties notifies the other in writing, at least three months in advance, that it has decided not to renew it.

2. This Agreement may be denounced in writing by either Party and shall cease to have effect six months after the date of such denunciation.

3. The denunciation shall not affect programmes, projects and activities already in progress, unless the Parties agree otherwise.

DONE at San Salvador, on 9 June 1987, in two original copies in the Spanish language.

For the Kingdom  
of Spain:

[FERNANDO PERPIÑÁ-ROBERT]

For the Republic  
of El Salvador:

[RICARDO ACEVEDO PERALTA]