

**No. 29861**

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**SPAIN  
and  
MOROCCO**

**Agreement on technical cooperation and mutual assistance in  
the field of civil defence. Signed at Rabat on 21 January  
1987**

*Authentic texts: Spanish and Arabic.*

*Registered by Spain on 24 March 1993.*

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**ESPAGNE  
et  
MAROC**

**Accord relatif à la coopération technique et à l'assistance  
mutuelle en matière de protection civile. Signé à Rabat le  
21 janvier 1987**

*Textes authentiques : espagnol et arabe.*

*Enregistré par l'Espagne le 24 mars 1993.*

## [TRANSLATION — TRADUCTION]

AGREEMENT<sup>1</sup> BETWEEN THE KINGDOM OF SPAIN AND THE KINGDOM OF MOROCCO ON TECHNICAL COOPERATION AND MUTUAL ASSISTANCE IN THE FIELD OF CIVIL DEFENCE

The Kingdom of Spain and the Kingdom of Morocco,

Wishing to strengthen the traditional relations of friendship and cooperation between the two countries based on the centuries-old contacts between the two peoples and on the fact that they are neighbours, and taking into account the humanitarian purposes which underlie the activities of civil defence organizations,

Considering their mutual interest in the promotion and advancement of scientific and technical research in this field, and in mutual assistance and the urgent dispatch of relief in the event of an emergency or disaster which might affect both countries, and convinced that collaboration and exchanges can help to ensure that proper use is made of the two countries' resources and to bring their peoples closer together,

Have concluded this Agreement, as follows:

## PROVISIONS

*Article 1*

1. The Contracting Parties shall, by mutual agreement, prepare and execute joint or coordinated activities within the framework of technical cooperation programmes and projects in the field of civil defence.

2. For the purposes of this Agreement, technical cooperation between the two nations may take the form of:

- (a) The preparation and joint execution of specific programmes and projects.
- (b) The dispatch of technical personnel to provide consultancy or advisory services.
- (c) The acceptance of fellows in the institutions of each of the Parties for advanced professional and technical training.
- (d) The planning and execution of joint activities.
- (e) The organization of meetings, courses and seminars.
- (f) The exchange of information, documentation, publications and teaching materials.
- (g) Any other forms of technical cooperation agreed upon by the Parties.

<sup>1</sup> Came into force on 28 December 1992, the date on which the Parties informed each other of the completion of their constitutional procedures, in accordance with article 9 (1).

3. The technical cooperation programmes and projects referred to in this Agreement shall specify, *inter alia*, their objectives, their duration, the obligations of each of the Parties and the method of financing deemed appropriate.

4. In each specific case, the Parties shall define the methods of financing of the technical cooperation activities on a bilateral basis and may request and seek the participation of international institutions and agencies in the development of joint programmes and projects in any of their different forms.

5. The dissemination of the information referred to in paragraph 2 of this article or any other information that is obtained by virtue of the implementation of this Agreement may be prohibited, restricted or limited when the other Party expressly so requests.

6. Each Party undertakes to grant every possible facility to the other Party for the execution of the activities carried out under this Agreement, particularly with regard to the travel and stay of the persons referred to in paragraph 2 of this article who are engaged in activities under this Agreement and members of their immediate families, in accordance with the relevant legislative provisions.

#### Article 2

1. The Spanish authorities and the Moroccan authorities may, on a reciprocal basis, request assistance from the other Party in the event of an emergency or disaster.

2. The areas in which assistance and emergency relief may be rendered shall comprise the entire territory of Spain and Morocco.

3. Both Parties, recognizing that the effectiveness of emergency operations depends on the speed with which they are initiated, shall, to all intents and purposes, consider the passage of the equipment dispatched by the sending country to the requesting country as innocent traffic and undertake to reduce frontier crossing formalities to the absolute minimum and to waive payment of any tax or duty. To this end, it shall suffice for the head of the emergency assistance team to be in possession of a certificate, written in the official language of the country to which he belongs and issued by the sending authority, confirming the emergency nature of the operation and providing a description of the team dispatched and a list of the persons and equipment comprising the team.

4. The competent authorities of the two countries shall ensure the rapid opening of their respective frontiers when this is considered necessary in order to respond to urgent requests for assistance or relief. They also undertake to consider practical solutions for the passage of the assistance requested through non-permanent frontier posts in zones where there are no customs facilities.

5. Persons forming part of the emergency assistance team whose names are included in the certified list provided for in paragraph 3 of this article shall be exempt from the requirement to be in possession of a passport and residence permit in order to cross the frontier.

6. With a view to facilitating the rapid action of the aircraft participating in emergency operations, each Party shall grant permanent authorization to the aircraft of the other Party taking part in an emergency operation to overfly its territory for the duration of such operation and until such time as, in the judgement of the competent national authorities, their services are no longer required.

7. Emergency vehicles and equipment which leave one country in order to render assistance in the other country shall return to their country of origin upon completion of the operation occasioned by the emergency or disaster or at such time as the competent authorities of the country in whose territory the emergency operation takes place consider that the presence of the emergency services of the other Party is no longer required. Any emergency equipment that fails to return to the country of origin without valid reason shall be subject to the customs regulations laid down in the domestic legislation of each country.

8. The overall direction of emergency operations shall, in all cases, be the responsibility of the authorities of the territory in which the accident or disaster occurs. The teams of the sending country shall, however, act on the instructions of their regular authorities; the latter shall, in turn, be assigned their objectives and tasks by the team leader.

9. The two Parties shall exchange information concerning the possibilities of relief and assistance which could be mobilized in case of need and the modalities for the provision thereof.

### *Article 3*

For the use of emergency relief aircraft, the two Parties may request assistance from the Search and Rescue Services (SAR) provided for in the Technical Agreement between Spain and Morocco which will be concluded by the Parties for that purpose as a supplement to this Agreement.

### *Article 4*

1. When emergency assistance is provided, the sending Party may ask the requesting Party to reimburse in full the costs of the assistance.

2. The costs incurred in provisioning the emergency teams and in furnishing supplies for the functioning of the vehicles or other equipment, shall be borne, throughout the operations, by the Party receiving assistance. The latter Party shall provide due protection, assistance and logistical support for the said emergency teams.

3. The authorities of the requesting country shall, in the event of an emergency operation by aircraft, render assistance to such aircraft during stopovers and provide accommodation for the crews and security for the aircraft.

4. The costs of replacing or repairing aircraft, land vehicles or sundry pieces of equipment which are lost, destroyed or damaged as a consequence of emergency operations shall be borne by the Party which requested the assistance.

5. Should any emergency personnel fall victim to an accident, the Party from which such personnel come shall waive any claim against the other Party.

6. If, as a result of an emergency operation, damage is caused to third persons at the place where the operation is carried out, payment of the corresponding compensation shall be the responsibility of the Party which requested assistance, even if the damage resulted from incorrect handling or a technical error, except in cases of bad faith or reckless endangerment.

7. If the emergency personnel or equipment called in to assist cause damage to third persons while on the way to or from the place where they are used, the

payment of compensation for such damage shall be the responsibility of the authorities of the territory in which it was caused, except in cases of bad faith or reckless endangerment.

#### Article 5

1. The two Parties agree that the various aspects relating to the application and implementation of this Agreement, and the facilities to be provided to the persons referred to in article 1 shall be determined through the diplomatic channel.

2. It shall be the responsibility of the respective national agencies responsible for international technical cooperation to familiarize themselves with and to coordinate the execution of the programmes and projects referred to in article 1 of this Agreement.

3. The detailed plans for mutual assistance in the event of a disaster which must be implemented in order to ensure the effectiveness of the emergency assistance shall be submitted to the Mixed Commission on Civil Defence referred to in article 7 of this Agreement for consideration.

#### Article 6

The Civil Defence Inspectorate of the Ministry of the Interior, on the Moroccan side, and the Department of Civil Defence of the Ministry of the Interior, on the Spanish side, are designated as the executing agencies of this Agreement.

#### Article 7

In order to guarantee the effective implementation of this Agreement, a Mixed Commission on Civil Defence, comprising representatives of both nations, shall be established and it shall be responsible to the executing agencies. The Mixed Commission shall, at periodic meetings, discuss the programming of the activities to be carried out and follow up and monitor their implementation, proposing such modifications and adjustments as are deemed necessary in each case.

#### Article 8

1. The Mixed Commission on Civil Defence shall consider and propose to the Parties a protocol additional to this Agreement which shall cover, *inter alia*, those aspects relating to the procedures for requesting emergency assistance or relief, the formalities for crossing frontiers, details of operational requirements, coordination and command guidelines, planning, information and communication systems, as well as the joint organization of exercises or drills.

2. The Mixed Commission on Civil Defence shall consider and propose to the Parties a protocol additional to this Agreement, setting out the conditions and modalities for the reimbursement of the costs of emergency assistance, pursuant to article 4, paragraphs 1, 2 and 4 of this Agreement.

3. The two Parties shall seek to involve the Moroccan Red Crescent and the Spanish Red Cross in their relief or emergency operations and, where appropriate, in their plans of action.

*Article 9*

1. This Agreement shall enter into force on the date on which each Party notifies the other that their respective constitutional requirements have been fulfilled.

2. This Agreement shall remain in force for a period of four years and shall be automatically renewed for successive four-year periods, unless one of the Parties notifies the other, at least three months in advance, of its intention not to renew it.

3. This Agreement may be terminated by either Party and shall cease to have effect six months after the date of such termination. Termination shall not affect programmes and projects in course of execution, unless otherwise expressly decided.

*Article 10*

All differences of opinion between the Contracting Parties concerning the interpretation or effects of this Agreement shall be resolved by the peaceful means recognized in international law.

## FINAL PROVISIONS

1. Although this Agreement shall apply in the event of nuclear emergencies or disasters or emergencies or disasters resulting from marine pollution, with regard to its effects on land, the particular nature of mutual assistance shall be determined through specific agreements to be concluded at a later stage between the competent ministries and institutions.

2. The Parties shall, prior to 31 December 1987, conclude the corresponding Technical Agreement between Spain and Morocco on the coordination of search and rescue operations at sea using the aircraft referred to in article 3 of this Agreement.

DONE at Rabat, on 21 January 1987, in two copies in the Spanish and Arabic languages, both texts being equally authentic.

For the Kingdom  
of Spain:

[Signed]

JOSÉ BARRIONUEVO PEÑA  
Minister of the Interior

For the Kingdom  
of Morocco:

[Signed]

DRISS BASRI  
Minister of the Interior