

No. 33705

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**SPAIN  
and  
SYRIAN ARAB REPUBLIC**

**Framework Agreement on scientific, technical, cultural and  
educational cooperation. Signed at Madrid on 17 May  
1995**

*Authentic texts: Spanish and Arabic.*

*Registered by Spain on 18 April 1997.*

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**ESPAGNE  
et  
RÉPUBLIQUE ARABE SYRIENNE**

**Convention cadre de coopération scientifique, technique, cul-  
turelle et éducative. Signé à Madrid le 17 mai 1995**

*Textes authentiques : espagnol et arabe.*

*Enregistré par l'Espagne le 18 avril 1997.*

## [TRANSLATION — TRADUCTION]

FRAMEWORK AGREEMENT<sup>1</sup> ON SCIENTIFIC, TECHNICAL, CULTURAL AND EDUCATIONAL COOPERATION BETWEEN THE KINGDOM OF SPAIN AND THE SYRIAN ARAB REPUBLIC

The Kingdom of Spain and the Syrian Arab Republic,

Desiring to strengthen the traditional bonds of friendship between the two countries,

Aware of the importance of cooperation in the areas of culture, education, science and technology for the enhancement of their bilateral relations, to the mutual advantage of their respective peoples,

Determined effectively to foster and promote the development of cultural, educational, scientific and technical cooperation between Spain and Syria,

Within a framework of respect for the principles of sovereignty, independence, legal equality and non-interference in internal affairs,

Have agreed as follows:

*Article I*

All programmes, specific projects and activities for cultural, educational, scientific and technical cooperation carried out within the framework of this Agreement shall be decided upon, by common agreement, by the organs designated in article II and shall be implemented in accordance with the provisions of this Agreement.

*Article II*

The competent organs of the two Parties shall, in accordance with their domestic legislation, be responsible for coordinating and planning the implementation of activities envisaged in this Agreement and shall make the necessary arrangements to that end.

In the case of Spain, the above functions shall be performed by the Ministry of Foreign Affairs, through the State Secretariat for International Cooperation and Ibero-America.

In the case of Syria, these functions shall be performed by the Ministry of Education.

Communications between these two organs shall be conducted through the diplomatic channel.

*Article III*

1. Programmes, projects and activities carried out pursuant to this Agreement may be incorporated into regional integrated cooperation plans that concern both parties, subject to the express written consent of both Parties to this Agreement.

2. Subject to the express written consent of both Parties, international organizations may also be invited to participate in the financing and implementation of

<sup>1</sup> Came into force on 13 February 1997 by notification, in accordance with article XXIII.

programmes and projects which conform to the cooperation modalities envisaged in this Agreement.

#### *Article IV*

The cooperation provided for in this Agreement shall be carried out in conformity with the objectives of projects and programmes adopted by the two Parties, using the following means:

(a) Exchanges of missions of experts, researchers, cooperation workers and university professors;

(b) The awarding of grants for advanced training and research, in-service training and participation in practical courses and seminars for advanced training and specialized training;

(c) The provision of necessary materials and equipment;

(d) The joint use of facilities, centres and educational, scientific and cultural institutions;

(e) Exchanges of scientific and technical information and technical and scientific publications and studies;

(f) The joint implementation of scientific and technical projects;

(g) The establishment of cultural and scientific institutions by each of the Parties in the territory of the other, in accordance with the laws in effect in each of their countries;

(h) Any other cooperation activity agreed upon by the two Parties.

#### *Article V*

The Syrian Government shall grant to Spanish experts the same facilities and advantages necessary for the implementation of agreed projects and programmes as are granted to experts who are nationals of the other countries of the European Community under the laws and regulations in force in Syria.

#### *Article VI*

1. Within the framework of programmes, specific projects and activities adopted pursuant to this Agreement, the Spanish Government shall provide:

(a) Travel costs, fees and other remuneration of Spanish personnel;

(b) Equipment, instruments, goods and materials needed to carry out programmes or projects;

(c) Expenses of Syrian personnel pursuing studies or receiving in-service training and advanced training in Spain.

2. The Spanish Government shall be responsible for any agreed costs related to the implementation of programmes and projects adopted by the two Parties within the limits of the resources allocated for that purpose by the national budget for each fiscal year.

#### *Article VII*

The two Parties shall foster the development and promotion of their mutual cooperation in the areas of culture, education, science, technology and information.

### *Article VIII*

The two Parties shall, according to their capabilities, exchange information materials (books, documentation, etc.) and audiovisual materials concerning the culture, education, sports, science and art of their respective countries.

Likewise, they shall foster the translation and publication of books published in their respective countries.

### *Article IX*

The two Parties agree to encourage the establishment and development of close relations between the competent authorities, organizations and institutions of their respective countries in the areas of culture, education, science, art and technology.

### *Article X*

Each Party agrees to promote the study of the language of the other country and knowledge of its history, literature, art, artistic heritage and other areas of culture.

To that end, the two Parties shall take action to promote:

(a) Exchanges of grant recipients to attend degree courses in the language of the other country with a view to their subsequent return to their own country to teach that language at the university level, through specialized university posts or institutions dedicated to the teaching of the other country's language;

(b) Cooperation between the universities of the two countries, through the signing of agreements between them;

(c) The exchange of visiting professors to deliver lectures, conduct seminars and assist with the preparation of doctoral dissertations in the two countries.

### *Article XI*

The two Parties shall provide to each other grants for students, professors and researchers of the two countries, for the purposes of study, scientific research and the advancement of knowledge in the areas of art, culture, technology and science.

### *Article XII*

The two Parties shall study the possibility of reciprocal recognition of diplomas, university degrees, doctorates and scientific credentials.

### *Article XIII*

The two Parties shall encourage the exchange of cultural programmes and activities, together with the exchange of experts and artists in the areas of the visual arts, music, dance, theatre, cinema, literature, libraries, museums, archives and archaeology.

### *Article XIV*

The two Parties agree to promote cooperation in the area of the conservation and restoration of their respective cultural heritages, historical monuments, works of art and manuscripts, within the limits of the laws in force in each country.

### *Article XV*

The two Parties shall encourage the dissemination of their respective cultures, especially by means of printed publications, radio broadcasting and television.

*Article XVI*

The two Parties shall encourage cooperation in matters relating to young people and sports.

Within this framework, they shall encourage exchanges of young people and of sports teams.

*Article XVII*

The two Parties shall encourage cooperation in the areas of competence of international organizations concerned with education, science and culture, and in those of the teachers' associations of the two countries.

*Article XVIII*

The two Parties shall sign, every three years, a new executive programme for this Agreement, specifying the main spheres of cooperation between the two countries during the term of validity of the programme.

*Article XIX*

The two Parties agree to establish a Mixed Commission, which shall meet every three years, alternately in each of the two countries, to consider and decide on the contents of the new executive programme for the Parties' signature.

The date and place of meetings shall be determined through the diplomatic channel.

*Article XX*

In order to ensure the effective implementation of agreements adopted by the Mixed Commission, the two Parties agree to establish a joint Oversight, Monitoring and Evaluation Committee, composed of representatives of both countries designated by their respective Parties. This Committee shall meet in the intervals between meetings of the Mixed Commission, at the request of either of the Parties.

*Article XXI*

The functions of the Mixed Commission shall be as follows:

- (a) To interpret and, as appropriate, revise this Agreement;
- (b) To prepare the new plan for cooperation programmes and projects, establishing an order of priority;
- (c) To recommend to the competent bodies of each Party the cooperation programmes that they should undertake.

The functions of the Oversight, Monitoring and Evaluation Committee shall be as follows:

- (a) Periodically to review all programmes and monitor their functioning;
- (b) To recommend, as appropriate, the revision of cooperation programmes;
- (c) To evaluate the results obtained in the implementation of ongoing programmes and projects, with a view to optimizing the results obtained;
- (d) To prepare an annual report on cooperation between Spain and Syria and submit it to the competent authorities for approval;

(e) To make such recommendations as may be deemed appropriate for enhancing cooperation between the two countries.

At the end of each meeting, both the Mixed Commission and the Oversight, Monitoring and Evaluation Committee shall prepare a report setting out the results obtained in the various areas of cooperation.

*Article XXII*

Goods, materials, instruments, equipment and other items imported into the territory of Syria or Spain under this Agreement may be neither assigned nor lent, whether in return for payment or free of charge, except as previously agreed between the Parties.

*Article XXIII*

1. This Agreement shall enter into force on the date on which each of the two Parties informs the other, in writing and through the diplomatic channel, that the requirements established by its domestic legislation have been duly complied with.

2. This Agreement shall remain in force for a term of five years, and shall be renewed automatically for periods of one year, unless one of the Parties denounces it in writing through the diplomatic channel three months prior to the expiry of the current period of validity. In such case, the Agreement shall expire three months after the date of denunciation.

3. Denunciation shall not affect ongoing programmes, projects and activities, unless the two Parties decide otherwise.

*Article XXIV*

The Cultural Agreement between the Spanish State and the Syrian Arab Republic signed at Damascus on 6 March 1971 shall become null and void on the date of entry into force of this Agreement.

DONE in Madrid in two copies in the Spanish and Arabic languages, both texts being equally authentic.

Madrid, 17 May 1995

For the Kingdom  
of Spain:

*Ad referendum*

JAVIER SOLANA MADARIAGA  
Minister for Foreign Affairs

For the Syrian Arab  
Republic:

FARUK AL SHARA  
Minister for Foreign Affairs