

BASIC AGREEMENT OF TECHNICAL CO-OPERATION
BETWEEN
THE GOVERNMENT OF SPAIN AND THE GOVERNMENT OF THE
REPUBLIC OF THE PHILIPPINES

**BASIC AGREEMENT OF TECHNICAL CO-OPERATION BETWEEN
THE GOVERNMENT OF SPAIN AND THE GOVERNMENT OF THE REPUBLIC
OF THE PHILIPPINES**

The Government of Spain and the Government of the Republic of the Philippines,

Moved by the desire to consolidate friendly relations existing between the two countries,

Conscious of their common interest in promoting the economic and social development of both countries,

Recognizing the reciprocal advantages that would result from the co-ordinated exchange of scientific, technical and expert knowledge for the achievement of these objectives,

have decided to conclude this Agreement of Technical Cooperation and have appointed for this purpose their respective Plenipotentiaries :

For the Government of Spain :

His Excellency Dr. Pedro Cortina Mauri
Minister of Foreign Affairs

For the Government of the Republic of the Philippines :

His Excellency Dr. Carlos P. Romulo
Secretary of Foreign Affairs

who, being duly authorized to that effect by their respective Governments, have agreed as follows :

ARTICLE I

1. The High Contracting Parties shall engage, in accordance with the terms of this Agreement, in technical co-operation in all fields of common interest.

2. The High Contracting Parties shall draw up and execute jointly Programs and Projects of Technical Co-operation for the purpose of accelerating the economic development and the social welfare of the two Nations.

3. The specific Programs

3. The specific Programs and Projects of Technical Co-operation shall be executed in accordance with the provisions of the present Agreement and of Supplementary Agreements, made separately and in writing, based on the present Agreement.

ARTICLE II

The Technical Co-operation envisaged in this Agreement and in Supplementary Agreements derived from it shall consist of :

(a) The exchange of scientific and technological information, to be carried out by the relevant Organizations designated by the High Contracting Parties.

(b) The exchange of technicians and experts who shall render consultative and advisory services in the study, preparation and execution of the specific programs and projects.

(c) The organization of seminars, conferences, professional development programs and similar activities.

(d) The grant of scholarships or subsidies to qualified candidates of either country by the Other in courses for professional development, training or specialization in fields of common interest.

(e) The study, preparation and execution, jointly or in coordination of programs and projects of research and/or development.

(f) The supply, or exchange, of materials and other necessary equipment needed for technical cooperation.

(g) The joint use, in accordance with prior agreements, of scientific and technical installations.

(h) Any other form of technical co-operation that may be agreed upon between the two countries.

ARTICLE III

The exchange of scientific and technological information provided for in the preceding Article shall be governed by the following :

1. The High Contracting Parties may communicate such information to public organizations or public utility institutions of firms in which the Government has power of decision.

2. The High Contracting

2. The High Contracting Parties may withhold or limit the dissemination of such information as may be covered in Supplementary Agreements drawn up in accordance with paragraph 3 of Article 1.

3. The dissemination of information may also be withheld or limited at the discretion of the other High Contracting Party, or authorized organizations.

4. Each High Contracting Party shall endeavor to see to it that the persons authorized to receive information will not communicate it to other organizations.

ARTICLE IV

The High Contracting Parties may solicit, when deemed necessary, the cooperation of international organizations in the financing and/or execution of the programs and projects contemplated in this Agreement or in Supplementary Agreements derived from the same.

ARTICLE V

The nature and extent of the participation of each Contracting Party in the financing of the programs and projects of technical cooperation envisioned in this Agreement shall be determined, in each case, in Supplementary Agreements provided for in paragraph 3 of Article 1.

ARTICLE VI

1. To comply with the provisions of this Agreement, the High Contracting Parties have decided to establish a Joint Commission for Technical Cooperation. This Commission shall meet at least once a year, alternately in Madrid or in Manila, for the following purposes :

- (a) To identify and define areas of technical cooperation, formulate specific programs and projects and establish priorities.
- (b) To propose, consider and approve programs and projects of technical co-operation.
- (c) To evaluate the results of specific projects with a view to obtaining greater benefits in future activities undertaken within the framework of this Agreement.

2. Each of the High Contracting Parties may at any time submit to the Other proposals for technical co-operation through diplomatic channels.

ARTICLE VII

ARTICLE VII

The technicians or experts requested by either High Contracting Party to render consultative or advisory services shall be selected by the sending Party, taking into consideration the specifications contained in the request. The sending Party shall communicate to the Other their names and qualifications for approval.

In the exercise of their functions, these technicians or experts shall maintain close relations with the competent authorities of the country in which they are rendering their services and shall follow their advice in the fulfillment of the provisions of the present Agreement and of Supplementary Agreements derived from the same.

ARTICLE VIII

In the execution of the programs and projects envisaged in the present Agreement and in Supplementary Agreements derived from the same, the following rules shall be observed :

1. The articles sent by one High Contracting Party to the Other which are necessary for the execution of programs and projects shall be exempt from the payment of Customs duties and any other taxes, and may not be sold, donated or transferred, in the territory of the receiving State.
2. The salaries and other emoluments received by the technicians, experts or researchers sent by one of the High Contracting Parties to the territory of the Other, for the execution of programs and projects, shall not be subject to payment of income taxes in said territory.
3. Both High Contracting Parties shall permit the technicians, experts and researchers working in the execution of programs and projects to import the following articles, free from duties and other taxes as well as from consular and similar fees :
 - (a) Their personal effects and those of the members of their family, in conformity with existing laws and regulations.
 - (b) One motor car per person or family group for personal use. This importation shall be authorized on a temporary basis and subject to the formalities in force in each of the countries. When the official mission shall have been terminated, facilities will be granted for the re-exportation of the articles mentioned.

4. The High Contracting

4. The High Contracting Parties shall permit the free transfer to the country of origin of the remuneration that the technicians, experts and researchers receive in the exercise of their functions.
5. Each High Contracting Party shall offer to the technicians, experts and researchers of the Other whatever additional facilities the administrative authorities of the receiving country may be able to give to the personnel of bilateral technical co-operation.
6. The exemptions and facilities enumerated in the preceding paragraphs shall be granted by the High Contracting Parties on a reciprocal basis, subject to the provisions of their respective national laws.

ARTICLE IX

Each of the High Contracting Parties shall adopt the necessary measures to facilitate the entry, stay and movement of the technicians, experts and researchers of the Other High Contracting Party who are rendering services within the framework of the present Agreement or Supplementary Agreements derived from the same, subject to the provisions of the laws on foreigners in their respective countries.

ARTICLE X

It shall be the task of the competent authorities of each High Contracting Party, in accordance with the internal laws in force in the two countries, to program and coordinate the execution of the activities envisaged in the present Agreement and in Supplementary Agreements derived from the same and to that effect make the necessary Arrangements therefor. In the case of the Philippines, these duties devolve upon the Department of Foreign Affairs, and in the case of Spain, upon the Ministry of Foreign Affairs.

ARTICLE XI

The present Agreement shall be in force from the date in which the High Contracting Parties notify each other that the legal formalities required for such purpose have been fulfilled.

ARTICLE XII

1. The present Agreement shall remain in force for five years, renewable automatically for periods of one year, unless terminated by one of the High Contracting Parties by notification in writing to the Other at least three months in advance.

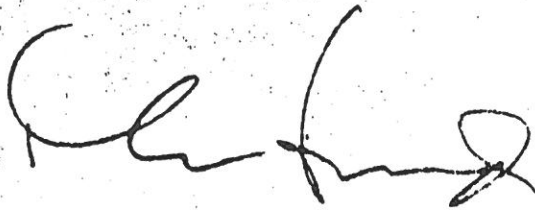
2. When the present

2. When the present Agreement shall have been terminated, its effect shall cease three months after the date of termination.

3. The termination of this Agreement shall not, however, affect the programs and projects already in progress, unless the High Contracting Parties decide otherwise.

IN WITNESS WHEREOF, the aforementioned Plenipotentiaries have signed the present Agreement and affixed hereunto their respective seals.

DONE in Manila, this 20th day of February 1974, in three (3) original documents, one (1) Spanish, one (1) in English and one (1) in Pilipino, all three texts being equally authentic.



FOR THE GOVERNMENT OF SPAIN :



FOR THE GOVERNMENT OF THE
REPUBLIC OF THE PHILIPPINES :