No. 31040

SPAIN and JORDAN

Technical, Cultural and Scientific Cooperation Agreement. Signed at Amman on 21 January 1993

Authentic texts: Spanish, Arabic and English. Registered by Spain on 15 June 1994.

ESPAGNE et JORDANIE

Accord relatif à la coopération technique, culturelle et scientifique. Signé à Amman le 21 janvier 1993

Textes authentiques : espagnol, arabe et anglais. Enregistré par l'Espagne le 15 juin 1994.

TECHNICAL, CULTURAL AND SCIENTIFIC COOPERATION AGREEMENT BETWEEN THE KINGDOM OF SPAIN AND THE HASHEMITE KINGDOM OF JORDAN

The Kingdom of Spain and the Hashemite Kingdom of Jordan;

Wishing and willing to reinforce the friendly relations that happily unite both countries;

Aware of the importance of cooperation in the technical, cultural and scientific fields for the mutual advantage in their bilateral relations and the well-being and progress of their respective nations:

Decided to enhance and stimulate efficiently the development of cooperation in the fields of culture, science, education and technology between Spain and Jordan;

Within the frame of mutual respect of sovereignty, independence, equality and no interference in internal affairs;

Agree on the following:

Article I

All programmes, specific projects and activities related to technical, cultural and scientific cooperation established within the framework of the present Agreement, will be decided upon and carried out by the authorities designated in Article II.

Article II

The competent bodies of both parties shall be responsible, in accordance with their national legislations, for coordinating and scheduling the implementation of the activities provided under this Agreement, and for carrying out the necessary formalities to this effect.

In the case of Spain, these functions are the responsibility of the Ministry of Foreign Affairs through the Office of the Secretary of State for International Cooperation and Iberoamerica.

In the case of Jordan, the functions are the responsibility of the Ministry of Planning.

 $^{^1}$ Came into force on 10 May 1994, the date on which the Parties informed each other (on 11 March 1993 and 10 May 1994), of the completion of the required procedures, in accordance with article XXII (1).

Article III

- 1. The programmes, projects and activities to be specified under the terms of this Agreement may be integrated, if this is deemed advisable, into Regional Plans for comprehensive cooperation in which both parties participate.
- 2. Moreover, the Parties may request the participation of international bodies in the financing and/or implementation of programmes and projects that may develop from the types of cooperation envisaged under this Agreement.

Article IV

The Government of Spain will allocate technical and capital assistance for the financing of specific projects to be agreed upon between both Parties for a specific period.

Article V

The cooperation provided under the present Agreement will be carried out in accordance with the objectives of the projects and programmes adopted by both Parties, through the use of the following means:

- a) Exchange of missions of experts;
- The awarding of grants for further training, training stays and participation in training and specialization courses or seminars;
- c) The supply of material and equipment, and the implementation of projects;
- d) The joint use of facilities, centres and institutions needed for carrying out the programmes and projects agreed to;
- e) Exchange of information, publications and technical and scientific studies;
- f) Creation of cultural and scientific institutions by each of the two Parties in the territory of the other;
- g) Any other cooperation activity that may be agreed to by the Parties, especially those concerned with the integrated development of the least developed groups.

Article VI

The Jordanian Government shall provide the Spanish experts the necessary facilities for the implementation of the established projects and programmes, which should be equal to the facilities granted to the experts of countries of the European Community in accordance with the Agreements concluded with the Community.

Article VII

- 1. Within the frame of the programmes, specific projects and activities carried out in accordance with the present Agreement the Spanish Government will be responsible for:
- a) The travel expenses, wages, fees, allowances and other remunerations payable to the Spanish personnel;
- b) The equipment, instruments, goods and supplies needed for the implementation of the programmes or projects;
- c) The expenditure for the training and specialization courses in Spain of the Jordanian personnel.
- 2. The Spanish Government will bear the expenditures agreed upon concerning the execution of the programmes and projects adopted by both parties within the limited possibilities allowed by the State General Budget for each fiscal year.

Article VIII

Both Parties will favour the development and promotion of their mutual cooperation in the fields of Culture, Education, Science and Information.

Article IX

Both Parties will exchange within their possibilities material on information (books, documents, etc...) as well as audio-visual material on Culture, Education, Sports, Science and Art of their respective countries.

They will also encourage the translation and publication of books edited in their respective countries.

Article X

Both Parties agree on stimulating the establishment and development of close ties between their respective competent authorities, organizations and institutions in the fields of culture, education, science and art.

Article XI

Both Parties agree on fostering the study of their respective languages as well as the development of knowledge in history, literature, art, national heritage, and other fields of culture.

In that sense, they will act to promote:

a) The creation and development of university professorships, and language teaching, and courses of language, literature, history and art taught at their respective educational institutions.

- b) The establishment of cooperation between institutions of higher education of both countries.
- c) The exchange of professors to give lectures, seminars and help in the writing of doctoral thesis in both countries.

Article XII

Both Parties support the granting of scholarships to students, professors and researchers of both countries as well as improvement of their knowledge in the fields of art, culture, technology and science.

Article XIII

Both Parties agree on the need to study the reciprocal recognition of graduate degrees and diplomas of higher education or of universities.

In order to guarantee the reciprocate academic validity of such diplomas and graduate degrees, both Parties will jointly establish the adequate conditions and comparative standards.

Article XIV

Both Parties shall stimulate the exchange of programmes and cultural activities, as well as the exchange of experts and artists in the fields of plastic arts, music, dance, theatre, cinema, literature, libraries, museums, archives and archaeology.

Article XV

Both Parties agree to promote cooperation in the conservation and restoration of their respective cultural heritage, historical monuments, works of art and manuscripts, to be carried out within the legislation in force in each of the two countries.

Article XVI

Both Parties will promote their respective cultures, specially through radio broadcast, television and other means of communication.

Article XVII

Both Parties will stimulate the cooperation in the fields of youth and sports.

Within this frame, they will promote the exchange of youth and sports teams.

Article XVIII

An executive programme will be signed every three years by both Parties to define the specific activities of the Cultural Cooperation.

Article XIX

To establish the action on cooperation activities object of the present Agreement, a Joint Commission will meet every two years, alternatively in each of the two countries, unless it was decided otherwise.

The said Commission could set up special working groups whenever believed necessary.

In order to guarantee the effective application of the adopted agreements by the said Joint Commission, both parties agree on the creation of a Planning, Monitoring and Evaluation Committee made up of representatives that will be respectively appointed by both parties. The said Committee will meet at least once a year.

Article XX

The Joint Commission will have the following functions:

- Identify and define the sectors where it considers necessary to carry out programmes and projects of cooperation, establishing an order of priority;
- Suggest to the competent departments of each Party the programme of cooperation that should be adopted;

The Planning, Monitoring and Evaluation Committee will have the following functions:

- a) Examine periodically the totality of the programmes, as well as the functioning of the various projects of cooperation.
- b) Evaluate the results of the programmes and projects in course, in order to obtain the best results.
- c) Submit to the corresponding Authorities, for their approval, the annual result of the Hispano-Jordanian cooperation.
- d) Suggest any recommendation deemed convenient to improve the mutual cooperation.

At the end of each period, the Joint Commission and the Committee shall prepare a report on the results of the various fields of cooperation.

Article XXI

The goods, supplies, instruments, equipment or objects imported into Joican or Spain under the application of this Agreement may

not be transferred or lent against pay nor free of charge unless previously authorised by the competent authorities of the concerned country.

Article XXII

- 1. This Agreement shall enter into force on the date whenever both Parties reciprocally communicate, in writing and through diplomatic channels, the fulfillment of the established requisites in accordance with their respective laws and regulations.
- 2. The validity of this Agreement will be for five years and will be automatically renewed, except whenever a written denunciation and through diplomatic channels is effected by one of the Parties three months prior to the maturity of the period in course. In this latter case, the Agreement will expire six months after the date of denunciation.
- 3. The denunciation will not affect the programmes, projects and activities in course, except whenever the Parties agree otherwise.

Article XXIII

On the date of entering into force of the present Agreement, the Cultural Agreement between the Spanish Government and the Government of the Hashemite Kingdom of Jordan of 1971¹ is declared null and void.

In witness whereof this Agreement is signed and referendum in three specimens in Spanish, Arabic and English languages in Amman this Twenty First Day of January, 1993.

The Arabic and Spanish texts have equal validity.

On behalf of the Kingdom of Spain:

On behalf of the Hashemite Kingdom of Jordan:

United Nations, Treaty Series, vol. 899, p. 151.

² Javier Solana Madariaga.

3 Kamel Abu-Jaber.