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Bolivia

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BOLIVIA

The following is a review of recent legal and economic developments in Bolivia.

AGREEMENT BETWEEN THE GOVERNMENT OF BOLIVIA AND CONSERVATION INTERNATIONAL

The Government of Bolivia and Conservation International agreed on the following Cooperation Agreement:

1. Conservational International, a private, non-profit organization, interested in establishing collaboration with governmental, academic and private entites in Bolivia, will promote conservation in Bolivia through scientific, technical, financial and administrative assistance. Conservation International will put special emphasis on the sustained use of renewable natural resources and on protecting the Biosphere Reserves.

2. In order to reach the above objectives, Conservation International will give Bolivia the scientific, technical and financial aid necessary for the design and execution of conservation programs for the rational and sustained use of renewable natural resouces.

3. Conservation International will put at the disposition of Bolivia the agreement signed with Citicorp International Bank, S.A. This agreement formalizes the purchase of part of the foreign debt of Bolivia, freeing the Central Bank of Bolivia from this obligation, for an amount of U.S.\$650,000. In return, Bolivia must develop programs to benefit conservation.

4. To comply with these agreements, Bolivia will establish the appropriate mechanisms for the development of the technical, financial and administrative activities that generate from this Agreement.

5. With the approval of the Ministry of Agriculture, Conservation International will name a national institution to execute its programs and/or projects, and to act as its representative in Bolivia.

6. The above institution is authorized to sign agreements and contracts with public and private entities that will promote the objectives of the Agreement. These contracts will require the ap-

proval of the Ministry of Planning and Coordination and the Ministry of Agriculture.

7. Conservation International and its representative entity in Bolivia are subject to the regulations of general labor law, the Social Security Code and other relevant provisions in Bolivian law.

8. If specialized, technical, outside personnel, such as experts and volunteers, are required, they must be approved by the Ministry of Planning and Coordination and the Ministry of Agriculture.

9. The programs and projects will be executed in the Beni Biological Station, which the UNESCO-MAR Programme declared to be a Biological Reserve. Bolivia, thus, will raise to congressional law status, Supreme Decree 19191, which created the Beni Biological Station.

10. Bolivia also commits itself to establish the following, through the law of the Republic: Yacuma Regional Park (approximately 130,000 hectares); the Protection Zone of the Cordebeni Hydrological Basin (approximately 225,000 hectares); and the Buffer Zone or Zone of Rational Sustained Use, "Bosque de Producción Permanente Chimane," (approximately 1,661,700 hectares), adjacent to the Biosphere Reserve/Beni Biological Reserve and tropical forest bordering on the Chimane Reserve in the Department of La Paz.

11. The government of Bolivia will create an operational fund for the management and protection of the Biosphere Reserve/ Beni Biological Reserve in the amount of U.S.\$250,000 as follows:

(a) The equivalent of U.S.\$100,000 in Bolivian currency will be provided as national counterpart support, coming from TNG; (b) the remaining U.S.\$150,000 in Bolivian currency will be provided by other financial sources.

This operational fund will be administered by the national institution representing Conservation International, and the Ministry of Agriculture, and will be subject to audits conforming with the prevailing laws of Bolivia.

12. Bolivia will exempt from taxes imported goods, equipment, vehicles and other articles that are required for the execution of the programs when the goods and equipment are donated.

13. Upon the conclusion of the programs, the donated goods, in agreement with Conservation International, will become the property of Bolivia and will be distributed according to the needs

of the country.

14. Conservation International will present working plans and annual activity reports to the Ministry of Foreign Affairs, the Ministry of Peasant Affairs, the International Department of the Ministry of Planning, and the national counterpart institution for the various projects.

15. Bolivia will treat experts and international volunteers who work within the frame of this Agreement the same as experts and volunteers from other international organizations and countries that cooperate with Bolivia, subject to legal dispositions prevailing in the country.

16. This Agreement will come into effect on the date of its signature and will be valid for five years. The Agreement can be renewed upon evaluation, unless one of the parties notifies the other in writing, ninety days in advance of its rescission of the Agreement.

17. If during the term of this Agreement Bolivia or Conservation International wish to modify it, they will notify each other in writing, after consultation with the other party, in order to arrive at an agreement on the proposed modification or implementation.

This Agreement was signed in Washington, D.C. on July 13, 1987 by the Government of Bolivia and Conservation International.