No. 16912

UNITED NATIONS (UNITED NATIONS DEVELOPMENT PROGRAMME) and BRAZIL

Agreement on financial support to technical co-operation project. Signed at Brasília on 16 August 1978

Authentic text: English. Registered ex officio on 16 August 1978.

ORGANISATION DES NATIONS UNIES (PROGRAMME DES NATIONS UNIES POUR LE DÉVELOPPEMENT)

et

BRÉSIL

Accord concernant l'aide financière à un projet de coopération technique. Signé à Brasília le 16 août 1978

Texte authentique : anglais. Enregistré d'office le 16 août 1978.

AGREEMENT¹ ON FINANCIAL SUPPORT TO TECHNICAL CO-OPERATION PROJECT

SUBIN AGREEMENT No./039/78

PREAMBLE

Parties to the Agreement:

- 1. *Coordinator*: Department of Cultural, Scientific and Technological Cooperation for the Ministry of External Relations, hereinafter called Coordinator, represented at this act by Minister Guy Marie de Castro Brandão, Chief of DCSTC.
- 2. *Financial Support Agency*: Secretariat of International Economical and Technical Cooperation (SUBIN) of the Secretariat for Planning of the Presidency of the Republic (SEPLAN), hereinafter called SUBIN, represented at this act by Minister Alvaro Gurgel de Alencar, Secretary of SUBIN.
- 3. *Executing Agency*: United Nations Development Programme (UNDP), hereinafter called Executing Agency, represented at this act by Dr. Luis María Ramírez-Boettner, Resident Representative of UNDP in Brazil.
- 4. *National Agency*: Secretariat of Manual Work of the Ministry of Labour, represented at this act by Dr. Oliver Gomes da Cunha, Secretary of the Secretariat of Manual Work.

Article I

Project Title: Technical Meeting on Training Programmes in Vocational Training. *Financial Support:* Cr\$ 1,530,000 (one million, five hundred and thirty thousand cruzeiros), to be provided after signature of the present Agreement, according to article VII.

Source of the funds: "Two step" Portion of Interest allocated to SUBIN.

Expiry of Agreement: 31 October 1978.

Competent agency for auditing the application of SUBIN resources: Inspetoria Geral de Finanças da Secretaria de Planejamento da Presidência da República.

Executor Contribution: The United Nations Development Programme (UNDP) will contribute with the amount of US\$ 39,100.00 to cover for the participation of five international experts and four representatives, as well as for the cost of translation, reproduction and distribution of documents and final report.

Short description of project: The project aims at promoting technical cooperation among African, Latin American and Caribbean countries, in the area of vocational training, through a technical meeting with the following objectives:

- 1. To contribute to the improvement and strengthening of the participating institutions, through the comparative analysis of the programmes developed by them and the results attained within the following areas:
 - Organization and administration of the vocational training systems;
 - Training of rural workers;

¹ Came into force on 16 August 1978 by signature.

- Technical and pedagogic training for instructors;

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- Vocational training in the hotel and tourism areas.
- 2. To stimulate the elaboration and presentation of recommendations for specific activities and/or projects for technical cooperation among African and Latin American countries, indicating in each case the estimated amount and type of assistance to be requested from the United Nations Development System, particularly through the UNDP and the ILO.

The Meeting will last for 7 (seven) days and will count with the participation of not more than 40 representatives from developing countries, 22 from Africa and 18 from Latin America.

The project will be implemented by ILO, through the Interamerican Centre for Research and Documentation in Vocational Training (CINTERFOR), and by the Brazilian Government, through a joint undertaking of institutions linked to the Ministry of Labour, such as the Manpower Secretariat, the SENAC, SENAI and SENAR.

The resources committed by the present Agreement will cover the payment of the items of expenses foreseen in the Plan for the Utilization of Resources approved by SUBIN.

Article II

The Coordination undertakes to:

- (a) Provide all external logistics support necessary for the project implementation;
- (b) Provide resources in the amount of Cr\$ 328,528.00 (three hundred and eightytwo thousand, five hundred and twenty-eight cruzeiros) for the payment of part of organization services for the Seminar. These resources will be transferred directly to the Fundação Visconde de Cabo Frio.

Article III

The National Agency undertakes to provide funds totalling Cr\$ 296,840.00 (two hundred and ninety-six thousand, eight hundred and forty cruzeiros) for the payment of part of organization of services for the Seminar. These resources will be transferred directly to the Fundação Visconde de Cabo Frio.

Article IV

The total contribution of the Brazilian Government to the project that originates the present Agreement will thus amount to Cr\$ 2,209,368 (two million, two hundred and nine thousand, three hundred and sixty-eight cruzeiros) as indicated in articles I, II, and III.

Article V

The International Labour Organisation (ILO) will provide funds to pay for the expenses relating to the participation of one international expert and administrative support, totalling US\$ 11,100.00.

Article VI

The project which originates the present Agreement, by its specific concept and objectives, is within the scope of Technical Cooperation Programme among Developing Countries (TCDC) supported by the Brazilian Government.

The SUBIN resources committed under the present Agreement will be allocated to the Executor in a single payment, by bank order upon its request, according to Model VI of the SUBIN Services Manual.

Article VIII

Parallel to the SUBIN financial support, the Executor undertakes to provide the necessary means for the achievement of the successful performance of said project, especially those described in article I, under the heading "Executor Contribution".

Article IX

The Executor undertakes to follow the rules included in the Technical Cooperation Service Manual of SUBIN, especially those referring to submission of reports and statements of accounts, as well as to accept the financial accounts inspection, and the auditing of the Inspetoria Geral de Finanças referred to in article I.

Article X

It is forbidden to transfer resources allocated to the project from which the present Agreement originates, to any other project, and the Executor undertakes to maintain, at the Banco do Brasil, S.A., in an agency which SUBIN will indicate, a special bank account. This account will be exclusively for the use of SUBIN inputs. In no case may the account include funds received from other sources, even if consigned to the same project.

Article XI

All parties accept the object of this Agreement, the onus being on the Executor to nominate its manager to SUBIN.

Article XII

The present Agreement shall come into force as from the date mentioned below the date referred to in article I. It may be rescinded or altered, in whole or in part, by mutual agreement in writing, 30 days beforehand. A rescission may also occur for breach of contract of the obligations assumed by the parties, provided that the written notification be also presented within the time agreed above.

Article XIII

Whatever omissions as may be discovered shall be resolved by the parties by mutual agreement. The locus of the present Agreement shall be exclusively at Brasília, Distrito Federal, República Federativa do Brasil.

Brasília, D.F., 16 August 1978

[Signed – Signé]¹ Coordinator

[Signed - Signé]²

Secretary of International Economical and Technical Cooperation (SUBIN) of the Secretariat for Planning of the Presidency of Republic (SEPLAN)

[Signed – Signé]³ Executing Agency

[Signed – Signé]⁴ National Agency

¹ Signed by Guy Marie de Castro Brandão – Signé par Guy Marie de Castro Brandão.

² Signed by Alvaro Gurgel de Alencar – Signé par Alvaro Gurgel de Alencar.

³ Signed by Luis María Ramírez-Boettner – Signé par Luis María Ramírez-Boettner.

⁴ Signed by Oliver Gomes da Cunha – Signé par Oliver Gomes da Cunha.