

No. 18225

**UNITED NATIONS
(UNITED NATIONS DEVELOPMENT PROGRAMME)
and
BRAZIL**

**Agreement on financial assistance to technical co-operation
projects (SUBIN Agreement No. 001/80). Signed at
Brasília on 2 January 1980**

Authentic texts: Portuguese and English.

Registered ex officio on 2 January 1980.

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

**et
BRÉSIL**

**Accord relatif à l'octroi d'une assistance financière pour
l'exécution de projets de coopération technique
(Accord SUBIN n° 001/80). Signé à Brasília le 2 janvier
1980.**

Textes authentiques : portugais et anglais.

Enregistré d'office le 2 janvier 1980.

AGREEMENT¹ ON FINANCIAL ASSISTANCE TO TECHNICAL CO-OPERATION PROJECTS (SUBIN AGREEMENT No. 001/80)

PREAMBLE

Parties to the Agreement:

1. General Secretariat of the Ministry of External Relations, through the Department of Cultural, Scientific and Technological Cooperation, hereinafter called DCT, represented at this act by Ambassador João Clemente Baena Soares and by Ambassador Guy Marie de Castro Brandão, Secretary General of External Relations and Head of DCT, respectively.

2. Secretariat of Planning of the Presidency of the Republic, through the Secretariat of International Economic and Technical Cooperation, hereinafter called SUBIN, represented at this act by Dr. José Flávio Pécora and Minister José Botafogo Gonçalves, Secretary General of the Secretariat of Planning of the Presidency of the Republic and Secretary of SUBIN, respectively.

3. United Nations Development Programme, hereinafter called UNDP, represented at this act by Dr. Luís Maria Ramirez-Boettner, UNDP Resident Representative in Brazil.

Article I. The objective of the present Agreement is the provision of financial input to UNDP-supported programmes in Brazil, as foreseen in the second Brazil/UNDP Country Programme approved by the UNDP Governing Council in its 531st meeting on 24 June 1976.

Article II. To meet the objective defined in article I, SUBIN pledges to provide the UNDP office in Brasília with financial input in cruzeiros up to the sum of Cr\$ 140.000.000,00 (one hundred forty million cruzeiros) during the period that this Agreement is in force.

Article III. UNDP undertakes to use the financial assistance provided under the present Agreement for the purposes of paying the costs in cruzeiros pertaining to the projects included in or added to the Second Country Programme of Brazil which have been approved by the Government of Brazil and by UNDP, corresponding to the following items:

- a) The portion in cruzeiros of the salaries of experts and foreign consultants assigned to Brazil through the UNDP programme and other emoluments to which these experts and consultants are entitled in accordance with UNDP personnel regulations;
- b) Expenses of transport of Brazilian fellowship holders, provided the tickets are issued by a Brazilian carrier;
- c) Salaries of administrative support personnel staff provided for within the framework of the projects;
- d) Expenses in cruzeiros related to sub-contracts signed by UNDP or the Specialized Agency with other entities for the technical execution of technical cooperation projects referred to in the introduction of this article;

¹ Came into force on 2 January 1980 by signature, in accordance with article XI.

- e) Administration costs payable to the Participating and Executing Agencies of the UN System up to a maximum of 14 per cent of actual expenditures of the resources herein allocated.

First Paragraph. The following expenses in cruzeiros may be met with resources allocated under the present Agreement:

- a) Rent and rates of the site currently occupied by the UNDP office in Brasília;
- b) Salaries of staff of the UNDP Representation in Brazil, together with other emoluments to which they are entitled in accordance with UNDP personnel regulation;
- c) The portion in cruzeiros of salaries and other emoluments of experts and foreign consultants under the UNDP regional programme who are based in Brazil.

Second Paragraph. In order to avoid the transfer of foreign exchange from Brazil to UNDP Headquarters, the resources foreseen under item e above will be utilized by the UNDP office in Brasília for its administrative expenses, it being understood that UNDP will effect payments of the administration costs agreed with the Executing Agencies from UNDP's own resources.

Article IV. Under no circumstances shall the resources allocated under the present Agreement be converted into any foreign currency or sent abroad.

Sole Paragraph. The rate of exchange to be entered in UNDP books for all financial transactions between UNDP Office in Brasília and UNDP Headquarters under this account will be the rate applicable at the time the payment is made by the UNDP Field Office.

Article V. As counterpart of the financial inputs herein allocated by SUBIN, UNDP undertakes to effect, during 1980 financial year and subject to normal UNDP criteria, in addition to a disbursement of no less than US\$ 7.5 million (corresponding to the indicative Planning Figure for Brazil added to the Total Cost Sharing Contributions to Government Projects for 1980), an amount equivalent in US American Dollars to the total expenditures foreseen in article III. The additional disbursements to be undertaken by UNDP will correspond to the cost of inputs for projects referred to in the head of article III.

First Paragraph. The criteria to be used to determine the monetary equivalent of the above-mentioned amount at the end of the term of the present Agreement will be that foreseen in article IV.

Second Paragraph. In case the actual payments referred to in this article V should not reach the minimum herein foreseen, the financial assistance allocated by the Government under the present Agreement may be reduced, at its discretion, by an equal percentage and SUBIN shall be entitled to request UNDP to reimburse the surplus received in cruzeiros or to consider it as advance payment for the 1980¹ financial year in case a similar agreement should be signed with respect to future financial years.

Article VI. With the objective of effecting disbursements in cruzeiros against the contributions from the Government of Brazil, the UNDP will establish and maintain a special bank account at the Central Agency of the Banco do Brasil S.A. in Brasília, to be operated by the Resident Representative of UNDP in Brasília through his signature or that of his delegate, and countersigned by the Assistant Resident Representative for Administration, or other UNDP Officer especially designated for

¹ Reads "1981" in the Portuguese text.

this purpose. This account will be used exclusively to receive deposits of the contributions from the Government of Brazil, mentioned in this Agreement, and for withdrawal of these monies for the purposes foreseen in this Agreement.

Article VII. The contribution agreed to under the present Agreement shall be deposited in the account referred to in article VI by the Government of Brazil in twelve instalments, according to the Transfer Schedule approved by SUBIN. The first instalment requested by UNDP will be paid by SUBIN within five days after the pertinent request of the UNDP office is received by SUBIN. The second instalment can be requested by UNDP at some time during the following month and payment will likewise be made by SUBIN within five days after receipt of the request. The subsequent instalments will follow as detailed in article VIII.

Article VIII. With the exception of the first two instalments, the delivery of the others shall in each case be contingent upon evidence provided by UNDP proving that it has submitted to Inspeç ria Geral de Finanas da Secretaria de Planejamento da Presid ncia da Rep blica, through SUBIN, the statement of account concerning total expenditures of the next-to-last instalment that has been delivered.

First Paragraph. Starting with the second instalment inclusive, the bank transfer shall also be contingent upon evidence provided by UNDP, by submission of bank statement to that effect, that it has spent no less than seventy per cent of the latest delivered instalment.

Second Paragraph. Should UNDP provide evidence proving that the rate of its payments according to the present Agreement has accelerated, and according to all the conditions set forth in this article VIII, if SUBIN at that time has available cash, UNDP shall be entitled to request advance delivery of the instalments mentioned in the "Cronograma de Libera o" (Transfer Schedule) referred to in article VII.

Article IX. For the presentation of statements of account of the resources herein allocated, the Parties to the present Agreement shall accept as valid documents payrolls or bank transfers provided they are certified by the bank, are written in Portuguese/English as required and contain the following data:

- a) The expense item for which payment has been made according to the conditions set forth in article III,
- b) The name of the Payee,
- c) The name of the project to which the expense item pertains, except when such expenses fall within paragraph 1 of article III,
- d) The amount in "cruzeiros" paid for each expense item and to each payee,
- e) The signature of the UNDP Resident Representative or his duly authorized substitute,
- f) A banker's certification, certifying that the amount set forth in the document has been credited to the payees.

Sole Paragraph. In addition to the statements of account referred to in articles VIII and IX of this Agreement, the UNDP Field Office in Brazil will provide to "Inspeç ria Geral de Finanas da Secretaria de Planejamento da Presid ncia da Rep blica" any supplementary data as may be required by them in order to arrange for the internal approval of the accounts submitted by UNDP, through SUBIN, on the utilization of the resources provided as part of this Agreement.

Article X. The resources allocated under the present Agreement shall be charged against the resources assigned to SUBIN: *a)* 9.2 million “cruzeiros” from the Two Step Interest Fund and, *b)* 130.8 million “cruzeiros” from the activity 2803.03094112.009—International Technical Cooperation letter of commitment 04/EGU, of January 2nd, 1980.

Article XI. The present Agreement shall be in force from January 2nd, 1980, to December 31st, 1980. It may be rescinded or altered by mutual agreement.

Article XII. Whatever omissions as may be discovered or discrepancies as may develop shall be resolved by the Parties by mutual agreement. The locus of the present Agreement is Brasília, Distrito Federal, República Federativa do Brasil.

SIGNED in two original copies, in Portuguese and English, both of equal authenticity.

Brasília, DF, January 02, 1980

[Signed — Signé]¹

Secretary General of the Secretariat of
Planning of the Presidency of the Re-
public

[Signed — Signé]³

Secretary of the Secretariat for Interna-
tional Economic and Technical Coop-
eration

[Signed — Signé]²

Secretary General
of External Relations

[Signed — Signé]⁴

Head of the Department of Cultural,
Scientific and Technological Coopera-
tion

[Signed — Signé]⁵

Resident Representative
of the United Nations Development Programme

¹ Signed by José Flávio Pécora — Signé par José Flávio Pécora.

² Signed by João Clemente Baena Soares — Signé par João Clemente Baena Soares.

³ Signed by José Botafogo Gonçalves — Signé par José Botafogo Gonçalves.

⁴ Signed by Guy Marie de Castro Brandão — Signé par Guy Marie de Castro Brandão.

⁵ Signed by Luis Maria Ramirez-Boettner — Signé par Luis Maria Ramirez-Boettner.