

No. 19960

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**BRAZIL**  
and  
**FOOD AND AGRICULTURE ORGANIZATION**  
**OF THE UNITED NATIONS**

**Agreement on the establishment of an FAO representative's  
office in Brasília, Brazil (with annex). Signed at Rome  
on 19 November 1979**

*Authentic texts: Portuguese and English.*

*Registered by Brazil on 23 June 1981.*

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**BRÉSIL**  
et  
**ORGANISATION DES NATIONS UNIES**  
**POUR L'ALIMENTATION ET L'AGRICULTURE**

**Accord relatif à l'établissement du bureau du représentant  
de la FAO à Brasília (Brésil) [avec annexe]. Signé à  
Rome le 19 novembre 1979**

*Textes authentiques : portugais et anglais.*

*Enregistré par le Brésil le 23 juin 1981.*

## AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF THE FEDERATIVE REPUBLIC OF BRAZIL AND THE FOOD AND AGRICULTURE ORGANIZATION OF THE UNITED NATIONS ON THE ESTABLISHMENT OF AN FAO REPRESENTATIVE'S OFFICE IN BRASÍLIA, BRAZIL

WHEREAS the Sixty-Ninth Session of the Council of the Food and Agriculture Organization of the United Nations (hereinafter referred to as "FAO") agreed to the establishment of FAO representation at the country level; and

WHEREAS the Government of the Federative Republic of Brazil (hereinafter referred to as "the Government") has expressed the wish that an FAO Representative's Office be established in Brasília, Brazil, and the Director-General of FAO has agreed to establish such an Office,

NOW, THEREFORE, the Government and FAO have agreed as follows:

### *Article I.* FAO REPRESENTATION IN BRAZIL

FAO shall appoint a Representative to Brazil and, within the limits of its approved budget, shall assign to his Office such other staff as may be necessary to assist him in performing his functions. Before assigning a Representative to Brazil, FAO shall submit his name and *curriculum vitae* for the approval of the Government. Once this approval has been received, FAO shall inform the Government of the names of the dependants of that Representative who will reside with him at his duty station. FAO will consult the Government regarding any FAO expatriate staff member whom it is proposed to assign to the country Office.

### *Article II.* FUNCTIONS OF THE FAO REPRESENTATIVE

1. The FAO Representative shall represent FAO in Brazil and shall be responsible, within the limits of the authority delegated to him, for all aspects of FAO's activities in the country. In the effective performance of his functions, the FAO Representative shall have direct access, through the Ministry of External Relations or through the national authority designated by the said Ministry, to appropriate policy and planning levels of Government in the agriculture, fishery and forestry sectors of the economy, as well as to central planning authorities.

2. The FAO Representative's functions will, as appropriate, include the following:

- To inform the Government of the Director-General's position with respect to global problems towards the solution of which it may be called upon to participate;
- To provide the Government with supplementary information about the decisions of FAO's governing bodies and progress reports on their implementation;
- To maintain contact with the Government's agricultural, fishery and forestry administrations, and with national institutions and associations concerned

<sup>1</sup> Came into force on 15 January 1981, the date on which the Food and Agricultural Organization of the United Nations acknowledged receipt of the Government's notifications that the Agreement had been approved in conformity with Brazilian constitutional procedures, in accordance with article VII.

with these sectors of the economy, and to advise them on services available to them from FAO;

- To provide FAO Headquarters with regularly up-dated information on the agricultural and food supply situation in the country for inclusion in FAO's global monitoring systems;
- To serve as the channel for the transmission of Government requests for assistance in cases of emergency and to coordinate FAO's relief measures;
- To obtain Government approval of the visits to the country of FAO officers and missions and to arrange for their introduction to the appropriate authorities;
- To assist the Government in collecting and analysing data on the developments in the agriculture, fishery and forestry sectors;
- To contribute to the identification of potential areas for technical assistance or investment projects;
- To inform the Government of areas in which FAO can offer practical assistance by means of projects financed from extra-budgetary sources or through its own Technical Cooperation Programme;
- To provide technical expertise in the formulation of projects and to advise on appropriate sources for their financing; and
- To assume appropriate responsibilities connected with FAO project implementation when so authorized by the Director-General.

### *Article III.* TECHNICAL ASSISTANCE

Any technical assistance provided by FAO from its own budgetary resources shall be covered by specific agreements between the Government and FAO.

### *Article IV.* GOVERNMENT CONTRIBUTION

The Government, through the Ministry of Agriculture, shall assist in the establishment and effective operation of the FAO Representative's Office in Brazil by loaning to FAO the premises, furniture, fixtures and equipment for the said Office as well as telex and telephones; and shall also provide technical and administrative support personnel and cleaning and maintenance services for the above mentioned premises. The expenses incurred for the day-to-day use of the telex and telephones, and any other expenses that FAO considers necessary for the good functioning of the Office, shall be borne entirely by FAO. The Government's contribution is set forth in the Annex of the present Agreement.

### *Article V.* PRIVILEGES AND IMMUNITIES

The Government shall apply to FAO, its staff, funds, property and assets the provisions of the Convention on the Privileges and Immunities of the Specialized Agencies.<sup>1</sup> The Government also agrees to grant to FAO, and to the FAO Representative and his staff, privileges and immunities not less favourable than those granted to any other international organization or agency of the United Nations System and its staff in Brazil.

<sup>1</sup> United Nations, *Treaty Series*, vol. 33, p. 261. For the final and revised texts of annexes published subsequently, see vol. 71, p. 318; vol. 79, p. 326; vol. 117, p. 386; vol. 275, p. 298; vol. 314, p. 308; vol. 323, p. 364; vol. 327, p. 326; vol. 371, p. 266; vol. 423, p. 284; vol. 559, p. 348; vol. 645, p. 340; vol. 1057, p. 320, and vol. 1060, p. 337.

*Article VI. ACCESS AND SOJOURN*

The Government shall take all necessary measures, within the framework of national regulations, to facilitate the entry into, sojourn in and departure from Brazil of all persons visiting the FAO Representative's Office if on official business, and the travel of the personnel of national institutions, when required in connection with FAO activities.

*Article VII. ENTRY INTO FORCE*

This Agreement shall enter into force on the date on which FAO acknowledges receipt of the Government's notification that the Agreement has been approved in accordance with Brazilian constitutional procedures.

*Article VIII. AMENDMENT*

Amendments to this Agreement may be proposed by either Party. Any amendment, if mutually agreed, may be effected by an exchange of notes and shall come into force on the date on which FAO acknowledges receipt of the Government's notification that the amendment has been approved in accordance with Brazilian constitutional procedures.

*Article IX. TERMINATION*

This Agreement may be terminated by mutual consent, or by one Party giving the other written notice of not less than one year.

IN WITNESS WHEREOF, the undersigned, duly authorized thereto, have signed the present Agreement.

DONE at Rome, this nineteenth day of November of 1979, in two originals, in the Portuguese and English languages.

[Signed]

For the Government  
of the Federative Republic of Brazil:

ANGELO AMAURY STABILE

[Signed]

For the Food and Agriculture Organ-  
ization of the United Nations:

EDOUARD SAOUMA

ANNEX

1. As its contribution referred to in Article IV of the Agreement, the Government shall provide, through the Ministry of Agriculture and for the duration of the present Agreement:

- The loan of premises for the FAO Representative's Office comprising 1 (one) room for the FAO Representative and 5 (five) other rooms situated in premises detached from the Ministry's official headquarters that have been placed at the disposal of FAO by the Secretaria Nacional de Defesa Agropecuária (SNAD);
- The loan of furniture, fixtures and office equipment required for the good functioning of the FAO Representative's Office;
- The installation and monthly rent of a telex machine and the installation of telephones, it being understood that the day-to-day cost of use of the said telex and telephones shall be borne by FAO; and
- Water and electricity used in common with SNAD.

2. The Ministry of Agriculture shall recruit and place at the disposal of the FAO Representative's Office the following technical and administrative support personnel:

1 (one) Agricultural-Engineer

2 (two) Bilingual Secretaries

1 (one) Librarian

1 (one) Archivist

1 (one) Driver

1 (one) Messenger

3. The Ministry of Agriculture shall provide, through SNAD, maintenance and cleaning services for the premises, as well as certain maintenance services for FAO's official vehicles (washing, lubrication and oil changes).

4. Any matter not dealt with, or any changes that may prove necessary for the better implementation of Article IV of the Agreement to which this Annex refers, shall be resolved by mutual agreement between the Ministry of Agriculture and FAO, in consultation with the Ministry of External Relations.

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