

No. 20314

**UNITED NATIONS
(ECONOMIC COMMISSION FOR LATIN AMERICA)
and
BRAZIL**

**Agreement between the Institute for Economic and Social
Planning (IPEA) and the Economic Commission for
Latin America (CEPAL) (with annexes). Signed at
Brasília on 1 August 1981**

*Authentic texts: English and Portuguese.
Registered ex officio on 1 August 1981.*

**ORGANISATION DES NATIONS UNIES
(COMMISSION ÉCONOMIQUE
POUR L'AMÉRIQUE LATINE)
et
BRÉSIL**

**Accord entre l'Institut de planification économique et
sociale (IPEA) et la Commission économique pour
l'Amérique latine (CEPAL) [avec annexes]. Signé à
Brasília le 1^{er} août 1981**

*Textes authentiques: anglais et portugais.
Enregistré d'office le 1^{er} août 1981.*

AGREEMENT¹ BETWEEN THE INSTITUTE FOR ECONOMIC AND SOCIAL PLANNING (IPEA) AND THE ECONOMIC COMMISSION FOR LATIN AMERICA (CEPAL)

The Institute for Economic and Social Planning (IPEA), a foundation instituted on the basis of article 190 of Legislative Decree No. 200 of 25 February 1967, with headquarters in Brasília, Federal District, on the fourth floor of the Banco Nacional de Desenvolvimento Econômico (BNDE) building, Bancário Sul sector, registered in the General List of Taxpayers under No. 33,892,175/0001-00, hereinafter referred to as "IPEA", represented on the present occasion by its President, Mr. José Flávio Pécora, in accordance with the authorization contained in Directive No. 021 of 5 February 1975 issued by H. E. the Minister of Planning, Office of the Presidency of the Republic, on the one hand, and on the other, the Economic Commission for Latin America (CEPAL), a regional commission of the United Nations, together with the other organs of its system: the Latin American Institute for Economic and Social Planning (ILPES) and the Latin American Demographic Centre (CELADE), henceforth referred to as the CEPAL system, with headquarters in Santiago, Chile and represented on the present occasion by the Acting Executive Secretary, Mr. Norberto González, hereby resolve to conclude an agreement composed of the following articles and conditions:

Article 1. The general objective of the Agreement is the provision of technical co-operation by the CEPAL system in support of the execution of activities considered to be of priority by IPEA, within the framework of the approved work programmes of the CEPAL system.

Article 2. In order to achieve the general objective set out in article 1, IPEA and CEPAL system will jointly develop research projects, human resources training and other forms of technical co-operation such as seminars, symposia and study visits and exchange of technicians among others, in accordance with the work programmes provided for in article 3, paragraph 1, and in article 5.

Article 3. The executing agents of this Agreement are IPEA, through its Planning Institute (IPLAN), and CEPAL system, through its Office in Brasília.

3.1. The Superintendency of the Planning Institute (IPLAN) is designated as the representative of IPEA, responsible for the approval and revision of the Programmes of Work and Specified Budget, the implementation and follow-up of the execution of activities, the analysis, follow-up and appraisal of the results obtained, and approval for releasing the contributions.

3.2. CEPAL shall designate, on a full-time basis, a Director who shall be responsible for the direction, administration and orientation of the activities of its Office in Brasília and who shall be responsible for the co-ordination of the activities of the CEPAL system in Brazil.

Article 4. The CEPAL Brasília Office shall have the following functions:

- I. Technical co-operation with IPEA within the general objective laid down in article 1;

¹ Came into force on 1 August 1981, in accordance with article 11.

- II. Tasks appropriate to the CEPAL system, related to the study of the performance of the Brazilian economy, especially in those areas of interest to IPEA;
- III. Co-operation and advisory assistance in the training of human resources, through the Training Programmes of the Economic Development Training Centre (CENDEC), with the possible extension of such co-operation to other centres indicated by IPEA, within the fields of activity of the CEPAL system.

Article 5. With a view to carrying out the functions referred to in paragraphs I and III of article 4, two Programmes of Work to be executed jointly and relevant Specified Budget, each corresponding to one half of the period covered by this Agreement, shall be established by common accord of the parties. Both programmes of work shall contain details of the aims and ways and means of co-operation, the activities to be carried out in each subperiod, the results to be achieved and the types and amounts of technical work required from the signatory institutions or from experts contracted by them for the purposes of this Agreement.

5.1. The Programmes of Work and the Specified Budget shall be agreed upon in writing within the first 45 (forty-five) days of each sub-period, and shall be drawn up in line with the pattern of Basic Activities which forms part of this instrument, being contained in its annex 1.

5.2. The Programmes of Work or Specified Budget may be revised by mutual agreement in writing, in accordance with the terms of article 10.

Article 6. The total value of the agreement amounts to the equivalent in cruzeiros of US\$2,220,000.00 (two million two hundred and twenty thousand dollars).

6.1. The total financial participation of IPEA, the equivalent in cruzeiros of US\$1,110,000.00 (one million one hundred and ten thousand dollars) shall correspond also in cruzeiros to US\$370,000.00 (three hundred and seventy thousand dollars) per year, calculated on the basis of the official exchange rate of the Central Bank of Brazil on the date on which the respective payments are made, and shall be paid with resources allocated to the "Planning and Sectoral Research" Programme from the budget of IPEA.

6.2. The annual contribution of CEPAL shall be equivalent to that of IPEA, and shall correspond to the expenditure relating to the officials referred to in article 8 in accordance with annex II.

Article 7. The financial contribution of IPEA shall be used to cover the expenses of the CEPAL Office at Brasília, D. F. needed for the execution of this Agreement in line with the Programmes of Work and as specified in the previously approved Specified Budget, with regard to:

- I. Acquisition of goods and contracting of services;
- II. Granting to the international technicians and to the Head of Administration, if international, of a housing subsidy limited in each case to the maximum value of the housing subsidy granted to IPEA staff members;
- III. Local and international travel expenses;
- IV. Recruitment by CEPAL of technicians and auxiliary staff needed to implement the Agreement, in accordance with the provisions of the Programme of Work;

V. Acquisition of two vehicles (one a passenger vehicle, the other a utility vehicle) to replace similar vehicles being used by the CEPAL Office at Brasília, D. F.

7.1. Non-expendable property and good acquired by CEPAL under the terms of this article shall revert to the ownership of IPEA at the end of the validity of this Agreement.

7.2. The contracting of personnel and services and the acquisition of goods under the terms of this article by and at the exclusive responsibility of CEPAL shall be made in conformity with the rules and regulations on financial and personnel matters established by the United Nations, taking into account Brazilian legislation applicable to that Organization.

Article 8. The contribution of CEPAL shall be used for the following purposes:

- I. Assignment of five high-level international and technical officials for implementation of the Agreement;
- II. Maintenance of four administrative support staff members;
- III. The possible participation of members of the CEPAL technical staff for short periods, when called for in the Programmes of Work.

Article 9. IPEA shall release the resources for this Agreement in quarterly installments, in the local currency, equivalent to the appropriate amount expressed in United States dollars, at the official exchange rate of the Central Bank of Brazil on the date of payment of the respective installments, upon the request of the CEPAL Brasília office and in accordance with the Specified Budget, observing in all cases the provisions of article 6, paragraph 1.

9.1. The resources shall be released at the beginning of each quarter in which this Agreement is in force. As from the 3rd (third) installment, the release of resources shall be subjected to submission of the accounts presented in respect of the antepreceding quarter.

9.2. When requesting the release of resources, the CEPAL Office shall take into account the balance of the installments released for the quarter last accounted for. The balance of the next-to-final and final quarters shall be compensated for in the final accounts, and any positive balance remaining at the end of the Agreement shall be returned to IPEA.

9.3. The presentation of quarterly accounts shall meet the conditions set by IPEA and the United Nations and shall be presented by the sixtieth day of the quarter following each release.

9.4. The transfer of resources from one annual period to another, either in the form of remaining balances or in the form of advance payments, shall be permitted within the overall limits of the participation by IPEA, by agreement between the Parties and in the manner set in article 10, if the Programme of Work and the Specified Budget so establishes.

Article 10. Amendments to the present Agreement may be proposed by either Party. Provided that mutual agreement has been reached, any amendment may be made in writing through the Superintendency of the Planning Institute (IPLAN) and, by CEPAL, through its office at Brasília, D. F.

Article 11. This Agreement shall remain in force for 3 (three) years, beginning on 1 August 1981, and may be extended in writing, by prior common agreement between the Parties.

Article 12. The present Agreement may be denounced by either Party with notice of no less than 6 (six) months. In the case of denunciation or amicable termination, there shall be a final settlement of accounts.

Article 13. Within 30 (thirty) days following the end of each semester, CEPAL shall submit to IPEA a written report on activities relating to the implementation of the Agreement, and it shall also submit a final written report upon termination of the Agreement.

Being thus agreed, we hereby sign the present instrument in 6 (six) copies, 3 (three) in Portuguese and 3 (three) in English, of like tenor and form for all legal purposes, in the presence of the witnesses listed below.

Brasília, 1^o de agosto 1981

[Signed]
JOSÉ FLÁVIO PÉCORÁ
President, IPEA

[Signed]
NORBERTO GONZÁLEZ
Acting Executive Secretary, CEPAL

Witnesses:

1. [Illegible]
2. [Illegible]

ANNEX I

SCHEME OF BASIC ACTIVITIES

1. Continuation of some of the studies started during the period in which the preceding Agreement was in effect and whose initial stages have already been completed. Consideration will therefore be given to the second phase of the Studies on Economic Co-operation between Brazil and the rest of Latin America; exchange of services between Brazil and the rest of Latin America; obstacles in the Transport Field to the Establishment of Closer Economic Relations between Brazil and the rest of Latin America; the third phase of the studies on External Trade, and continuation of the fourth phase of the research project on Regional Development (the northeast).
2. Execution of other research work, with participation of the technical team from the CEPAL Brasília Office, on topics to be determined by agreement between IPEA and the CEPAL system.
3. Promotion of events that permit the transfer to IPEA of the results of studies of interest to that Institute that are regularly produced by the other offices of the CEPAL system.
4. Sponsorship of activities designed to promote the transfer of Latin American experience in the field of national, sectoral and regional planning relevant to this Agreement.
5. Participation in technical discussions, at the invitation of IPEA, on work carried out by that body.
6. Contribution of technical or methodological know-how acquired by the CEPAL system and falling within the purview of this Agreement which the Government requires for its activities in the fields of agriculture, energy, social development and foreign trade or in other fields that it may designate as priority areas.

7. Support, within the limits of this Agreement, for technical studies of interest to the Government with a view to furthering its participation in Latin American bodies and agreements sponsored by the United Nations.
8. Training of human resources, thus providing continuity to the co-operation built up in recent years between CENDEC and ILPES.

ANNEX II

CEPAL CONTRIBUTION *

	<i>Annual estimated cost**</i>
I. International technical staff (5 substantive staff at levels from P.3 to P.5)	US\$310.977
II. Administrative support personnel (4 general service staff, at levels from G.2 to G.8)	US\$59.246
TOTAL	<u>US\$370.223</u>

* Does not include the possible participation of technicians of the CEPAL system for short periods when provided for in the Programmes of Work.

** Includes both salaries and average additional costs per year in respect of the period 1 August 1981-31 July 1984.