

No. 23038

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

Agreement concerning co-operation between the United Nations Economic Commission for Latin America (ECLA) and the Institute for Economic and Social Planning (IPEA) (with annex). Signed at Santiago, Chile, on 27 July 1984, and at Brasília on 30 July 1984

Authentic texts: English and Portuguese.

Registered ex officio on 1 August 1984.

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

Accord relatif à la coopération entre la Commission économique des Nations Unies pour l'Amérique latine (CEPAL) et l'Institut de planification économique et sociale (IPEA) [avec annexe]. Signé à Santiago (Chili) le 27 juillet 1984, et à Brasília le 30 juillet 1984

Textes authentiques : anglais et portugais.

Enregistré d'office le 1^{er} août 1984.

AGREEMENT¹ BETWEEN THE INSTITUTE FOR ECONOMIC AND SOCIAL PLANNING (IPEA) AND THE ECONOMIC COMMISSION FOR LATIN AMERICA (ECLA) IN THE FOLLOWING TERMS

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 sixth floor of the Banco Nacional de Desenvolvimento Economico (BNDES) building, Bancario 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 Presidente, 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 (ECLA), 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 ECLA system, with headquarters in Santiago, Chile, and represented on the present occasion by its Executive Secretary, Mr. Enrique V. Iglesias, 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 ECLA 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 ECLA system.

Article 2. In order to achieve the general objective set out in Article 1, IPEA and the ECLA 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 the ECLA 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 Operational Plans, 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. ECLA 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 ECLA system in Brazil.

¹ Came into force on 1 August 1984, in accordance with article 11.

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

- I. Technical co-operation with IPEA within the general objective laid down in Article 1;
- II. Tasks appropriate to the ECLA system, related to the study of the performance of the Brazilian economy, especially in areas currently of interest to IPEA;
- III. Co-operation and advisory services in the training of human resources, through the Training Programmes for Economic Development (CENDEC), with the possible extension of such co-operation to other centres indicated by IPEA, within the fields of activity of the ECLA system.

Article 5. With a view to carrying out the functions referred to in paragraphs I and III of Article 4, three Programmes of Work to be executed jointly, together with the respective Operational Plans, corresponding to each of the periods covered by this Agreement, as laid down in paragraph 1 of Article 6, shall be established by common accord of the parties. The Programmes of Work shall set forth the objectives and modalities of co-operation, the activities to be carried out in each of the periods, 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 purpose of this Agreement.

5.1. The Programmes of Work and the Operational Plans shall be agreed upon by exchange of correspondence within the first 45 (forty-five) days of each 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 Operational Plans may be revised by mutual agreement.

Article 6. The Agreement shall be financed by the signatory institutions.

6.1. The financial participation of IPEA, totalling US\$ 720 000.00 (seven hundred and twenty thousand dollars), shall be released in cruzeiros at the official exchange rate of the Central Bank of Brazil on the date on which the respective payments are made, in the amounts specified for each of the periods indicated below:

- I) First period:
 - (a) from 1 August 1984 to 31 December 1984
US\$ 40 000.00;
 - (b) from 1 January 1985 to 31 December 1985
US\$ 200 000.00.
- II) Second period: from 1 January 1986 to 31 December 1986
US\$ 240 000.00.
- III) Third period: from 1 January 1987 to 31 December 1987
US\$ 240 000.00.

6.2. The estimated payments for the current financial year referred to in paragraph 6.1 above will be charged to Activity 03090454.083 "Sectoral Planning and Research", Sub-element 3132 "Other Services and Charges on the IPEA Budget", under Obligation Note No. 0714 of 5 July 1984 for the value of Cr\$ 84.740.000,00 (Eighty-four million seven hundred and forty thousand cruzeiros); in subsequent financial years they will be charged to the same activity and budgetary appropriation provided for the payment of expenses of this nature.

6.3. The contribution of ECLA shall be at least equivalent to that of IPEA, and shall correspond to the expenditure relating to the officials referred to in Article 8.

Article 7. The financial contribution of IPEA shall be used to cover the expenses of the ECLA 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 Operational Plans, with regard to:

- I. Acquisition of goods and contracting of services;
- II. Local and international travel expenses;
- III. Recruitment by ECLA of technicians and auxiliary staff needed to implement the Agreement, in accordance with the provisions of the Programmes of Work;
- IV. Acquisition of two vehicles (one a passenger vehicle, the other a utility vehicle) to replace similar vehicles being used by the ECLA Office at Brasília, D.F.

7.1. In the acquisition of the goods referred to in item IV of this Article above, the ECLA Office shall make use of the proceeds of the sale of the vehicles currently being used which were acquired by ECLA under the terms of Article 7 of the Agreement signed on 1 August 1981¹ and in accordance with the Convention on the Privileges and Immunities of the United Nations,² promulgated by Decree No. 27.784 of 16 February 1950.

7.2. Goods acquired by ECLA under the terms of this Article shall revert to the ownership of IPEA upon the expiration of this Agreement, in the event that the latter has not been renewed.

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

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

- I. Assignment of five high-level international technical officials for implementation of the Agreement;
- II. Maintenance of four administrative support staff members;
- III. The possible participation of members of the ECLA system's 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 local currency, equivalent to the corresponding amount expressed in United States dollars, at the official exchange rate of the Central Bank of Brazil prevailing on the date of payment of the respective installments, at the request of the ECLA Brasília office and after approval of the respective Operational Plans, observing in all cases the provisions of Article 6, paragraph 1.

¹ United Nations, *Treaty Series*, vol. 1245, No. 1-20314.

² *Ibid.*, vol. 1, p. 15, and vol. 90, p. 327 (corrigendum to vol. 1, p. 18).

9.1. In order to make the quarterly releases of funds coincide with the calendar year, the 1st (first) installment shall cover the period 1 August–30 September 1984.

9.2. As from the 3rd (third) installment, the release of resources shall be subject to the submission of the accounts in respect of the antepreceding quarter.

9.3. When requesting the release of resources, the ECLA Office shall deduct from the total value of the respective Operational Plan the balance of the installment released for the quarter last accounted for. Any positive balance remaining at the end of the Agreement shall be returned to IPEA.

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

9.5. If the Programmes of Work and the Operational Plans so establish, 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, subject to prior agreement between the Superintendency of the Planning Institute (IPLAN) and the ECLA Office.

9.6. Part of the unused balance of resources disbursed during the period of validity of the previous Agreement may be used by the ECLA Office, by common accord with IPLAN, for the publication of the final reports on the projects underway at the end of that Agreement.

Article 10. Any amendments to the present Agreement shall be effected by a supplementary written agreement and may be proposed by the Superintendency of IPLAN or by the ECLA Office at Brasília, D.F.

Article 11. This Agreement shall remain in force for 41 (forty-one) months beginning on 1 August 1984, and may be extended by a supplementary written agreement.

Article 12. This 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, ECLA 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 the termination of the Agreement.

Being thus agreed, we hereby sign the present instrument in three copies of like tenor and form for all legal purposes, in the presence of the witnesses listed below.

Santiago, July 27, 1984

Brasília, July 30, 1984

[Signed]

JOSÉ FLÁVIO PÉCORÁ
President, IPEA

[Signed]

ENRIQUE V. IGLESIAS
Executive Secretary, ECLA

Witnesses:

1. [Illegible]
2. [Illegible]

ANNEX I

PATTERN OF BASIC ACTIVITIES

1. Execution of research projects with the participation of the technical staff of IPEA and of the ECLA office at Brasília, D.F., on subjects to be defined by agreement between IPEA and the ECLA system.
 2. Promotion of events permitting the transfer to IPEA of the results of studies, on subjects of interest to it, carried out in the course of their normal activities by the other offices of the ECLA system.
 3. Sponsoring of activities designed to promote the transfer of Latin American experience in the fields of national, sectoral or regional planning which is of interest under the terms of the present Agreement.
 4. Participation, at the invitation of IPEA, in technical discussions on projects being carried out by the institute.
 5. Contribution of technical or methodological knowledge existing within the ECLA system in accordance with the objectives of this Agreement and as required by the Government for its activities in the fields of agriculture, industry and services, energy, foreign trade, the public sector, quantitative methods, or such other fields as may be defined as having priority.
 6. Support, within the limits laid down by this Agreement, for technical projects of interest to the Government, with a view to the latter's participation in Latin American bodies and agreements sponsored by the United Nations.
 7. Training of human resources, giving continuity to the Co-operation Programme established between CENDEC and ILPES.
 8. Continuation of some of the studies which were begun during the previous Agreement and whose initial stages have already been completed.
 9. Publication, in Spanish and Portuguese, of the final reports on those studies begun during the previous Agreement which are still in progress.
-