

No. 23045

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

**Arrangement on the establishment of a trust fund (with
annexes). Signed at Santiago, Chile, on 23 August 1984**

Authentic text: French.

Registered ex officio on 23 August 1984.

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

**Arrangement portant création d'un fonds fiduciaire (avec
annexes). Signé à Santiago (Chili) le 23 août 1984**

Texte authentique : français.

Enregistré d'office le 23 août 1984.

[TRANSLATION — TRADUCTION]

ARRANGEMENT¹ BETWEEN THE FRENCH MINISTRY OF FOREIGN AFFAIRS AND THE ECONOMIC COMMISSION FOR LATIN AMERICA AND THE CARIBBEAN ON THE ESTABLISHMENT OF A TRUST FUND

The French Ministry of Foreign Affairs and the Economic Commission for Latin America and the Caribbean (hereinafter referred to as "ECLAC");

Desiring to execute jointly a technical co-operation programme entitled "ECLAC/Latin American Institute for Economic and Social Planning (ILPES)/Latin American Demographic Centre (CELADE)/International Institute for Public Administration (IIAP) Co-operation Programme" (hereinafter referred to as "the Programme");

Bearing in mind that the French Ministry of Foreign Affairs has informed ECLAC of its intention to contribute to the financing of the Programme;

Bearing in mind that the two Parties have agreed to entrust ECLAC with the administration of the funds paid by the Ministry of Foreign Affairs to finance the Programme;

Have agreed as follows:

Article I. 1. The French Ministry of Foreign Affairs shall make available to ECLAC the United States dollars equivalent of 324,786 French francs as well as an additional amount of 125,430 French francs in French francs under the conditions defined in paragraphs 3 and 4 below. ECLAC shall use those funds to finance the Programme activities described in Annex A to this Arrangement.

2. The French Ministry of Foreign Affairs shall also make 149,784 French francs available to IIAP to enable it to finance directly some of the Programme activities described in Annex A to this Arrangement.

3. The French Ministry of Foreign Affairs, in accordance with the payments schedule in Annex B to this Arrangement, shall deposit the United States dollar equivalent of 324,786 French francs into the following account designated by ECLAC.

Project Trust Fund Account No. 015-001784
Economic Commission for Latin America and the Caribbean
Chemical Bank—United Nations Branch, New York
New York 10017

4. The French Ministry of Foreign Affairs shall also deposit 125,430 French francs into the following account designated by ECLAC:

Compte 5 770 0024 pour les opérations d'assistance technique de l'Organisation des Nations Unies
Société Générale, Agence Internationale
23, rue de la Paix
75002 Paris

¹ Came into force on 23 August 1984 by signature, in accordance with article XI.

The Société Générale must be notified that these funds are intended for the "ECLAC Technical Co-operation Trust Fund".

Article II. 1. ECLAC shall establish a Trust Fund for the purpose of receiving and administering the funds referred to in article I, paragraph 1, of this Arrangement in accordance with the financial regulations and rules of the United Nations.

2. In accordance with the said financial regulations and rules, ECLAC may make short-term investments of the funds referred to in article I, paragraph 1, of this Arrangement. The income from such investments shall be credited to the Trust Fund and earmarked solely for financing Programme activities.

3. The Trust Fund and the Programme activities financed by the Fund shall be administered by ECLAC in accordance with the relevant statutes, regulations and provisions applicable to the United Nations. The procedures for the recruitment and administration of staff hired by ECLAC for the purposes of this Arrangement and the drawing up of contracts concerning them must specifically conform to those statutes, regulations and provisions.

4. All financial reports and statements of account shall be presented in United States dollars.

Article III. 1. The obligations incurred by ECLAC for the execution of the Programme activities described in Annex A of this Arrangement shall be charged to the Trust Fund account.

2. Thirteen per cent (13%) of the total obligations incurred by ECLAC for the execution of the Programme shall be earmarked for financing the support services provided by ECLAC to implement the Programme.

3. An amount equivalent to one per cent (1%) of the net base salary of staff hired by ECLAC for the purposes of this Arrangement shall be deducted from the Trust Fund account in order to establish a reserve to cover compensation for death, injury or illness resulting from the performance of official duties for ECLAC in accordance with the statutes and regulations of the United Nations. This reserve may not be refunded to the French Ministry of Foreign Affairs.

Article IV. 1. ECLAC shall implement the Programme in accordance with the provisions of this Arrangement as soon as it has received the contributions referred to in article I above.

2. ECLAC shall make no financial commitment exceeding the amount of the expenditure set forth in Annex A to this Arrangement.

3. Should unforeseen expenses arise, ECLAC shall submit to the French Ministry of Foreign Affairs a plan for supplementary expenditure specifying the method of additional financing it deems necessary. If it does not obtain this additional financing, ECLAC may reduce the Programme activities agreed upon with the French Ministry of Foreign Affairs or, if necessary, end such activities. In no case may ECLAC assume an obligation exceeding the amount of the funds in the Trust Fund.

Article V. Evaluation of the Programme activities financed by the Trust Fund, including the evaluation made jointly by the French Ministry of Foreign Affairs and ECLAC, shall be carried out in accordance with the provisions of Annex A to this Arrangement.

Article VI. The Trust Fund shall be subject to the internal and external accounting procedures established under the financial regulations, the detailed financial rules and the financial provision of the United Nations.

Article VII. ECLAC shall submit to the French Ministry of Foreign Affairs a final evaluation report and a definitive financial statement of the Trust Fund within six months following the date of expiry of this Arrangement or the date on which it is terminated. These reports shall be prepared in accordance with United Nations procedures concerning accounting or evaluation reports.

Article VIII. ECLAC shall notify the French Ministry of Foreign Affairs when it feels that the objectives for which the Trust Fund was established have been achieved. The effect of this notification shall be to terminate this arrangement, it being understood that the provisions of article X, paragraph 1, remain applicable.

Article IX. Each of the two Parties may denounce this Arrangement in writing on 30 days' notice. In that event, the provisions of article X, paragraph 2, shall be applied.

Article X. 1. When this Arrangement is terminated pursuant to article VIII, any balance remaining in the Trust Fund shall be used by agreement between the French Ministry of Foreign Affairs and ECLAC.

2. In the event that this Arrangement is denounced by either Party pursuant to article IX, the funds already paid into the Trust Fund shall remain in the possession of ECLAC until all activities already started under the Programme have been fully financed. Any balance remaining in the Trust Fund shall be utilized by agreement between the French Ministry of Foreign Affairs and ECLAC.

Article XI. This Arrangement and its annexes, which form an integral part thereof, shall enter into force on the date of its signature.

DONE at Santiago on 23 August 1984 in duplicate in the French language.

For the French Ministry
of Foreign Affairs:

[ROBERT HOURCAILLOU]

For ECLAC:

[ENRIQUE V. IGLESIAS]

ANNEX A

Region: Latin America

Title: ECLAC/ILPES/CELADE/International Institute for Public Administration (IIAP) Co-operation Programme

1. SUMMARY OF THE PROJECT

The Co-operation Programme for 1984 between the Government of France and ECLAC/ILPES/CELADE shall be the following:

With regard to co-operation between ILPES and IIAP, the project envisages first the sending of four ILPES students to attend specialized courses at IIAP for a period of two months each, plus two months of language reinforcement and one month of training at an institute in the French public sector. Secondly, the project envisages the sending for three weeks of one IIAP professor for the Development, Planning and Public Policy Course.

Thirdly, the project envisages two periods of research of one month each for ILPES staff at IIAP.

With regard to co-operation with ECLAC, French support is envisaged for the sending of one professor of demography to participate in a seminar on new contributions to demography which will be held between 24 September and 5 October 1984. A small group of Latin American demographers interested in the subjects to be dealt with there will be invited. The lectures given by the French professor are expected to be published.

2. PLAN OF EXPENDITURE* (in French francs)

	<i>Funds contributed directly to IIAP</i>	<i>Funds contributed to ECLAC in French francs</i>	<i>Funds contributed to ECLAC in \$US equivalent</i>	<i>Total contribution</i>
(a) ILPES/IIAP co-operation				
(i) Training		111,000	161,640	272,640
Subtotal		111,000	161,640	272,640
(b) Co-operation with CELADE				
(i) Travel funds for Latin American researchers			89,800	89,800
(ii) Publication costs			15,000	15,000
Subtotal			104,800	104,800
(c) Co-operation with IIAP				
(i) Training	22,680		16,124	38,804
(ii) Fees and travel funds for the professors	109,872			109,872
Subtotal	132,552		16,124	148,676
TOTAL	132,552	111,000	282,564	526,116
(d) Programme support costs (13%)	17,232	14,430	42,222	73,884
GRAND TOTAL	149,784	125,430	324,786	600,000

* Detailed estimate attached.

ESTIMATE FOR THE CO-OPERATION PROGRAMME FOR 1984 BETWEEN ECLAC, ILPES, CELADE AND IIAP

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	<i>Payment to IIAP in French francs</i>	<i>ECLAC/ILPES funds in French francs</i>	<i>ECLAC/ILPES funds in \$US</i>	<i>Total</i>
<i>ILPES/IIAP co-operation</i>				
1. Training: 3 months' training plus 2 months' French instruction for four students				
4 round trips Santiago-Paris at 21,500 francs			86,000	86,000
20 months' scholarships at 5,550 francs		111,000		111,000
120 hours of French at 189 francs	22,680			22,680
2. Sending of 1 teacher for the Central Planning Course (3 weeks)				
1 round trip Paris-Santiago	21,500			21,500
3 days' per diem at 664 francs (exchange value \$US83)	15,272			15,272
Fees (60 hours at 294 francs)	17,640			17,640
3. One month research trip (for ILPES staff)				
2 round trips Santiago-Paris			43,000	43,000
60 days' per diem at 544 francs (\$US 68)			32,640	32,640
Subtotal	77,092	111,000	161,640	349,732
<i>Co-operation with CELADE</i>				
1. Sending of 1 French professor of demography				
1 round trip Paris-Santiago	21,500			21,500
15 days' per diem at 664 francs (\$US 83)	9,960			9,960
Fees (\$US 3,000)	24,000			24,000
2. Demographers invited from Latin America (5)				
5 round trips to Santiago (\$US 1,000)			40,000	40,000
75 days per diem at 664 francs (\$US 83)			49,800	49,800
3. Lecture publication costs			15,000	15,000
Subtotal	55,460		104,800	160,260
TOTAL	132,552	111,000	266,440	509,992
Administrative costs (13%)	17,232	14,430	34,637	66,299
GRAND TOTAL	149,784	125,430	301,077	576,291

3. EVALUATION

The evaluation of activities financed by the Trust Fund, including the joint evaluation to be made by ECLAC and the Ministry of Foreign Affairs, will be carried out, if deemed necessary, under the conditions to be agreed upon at the appropriate time between ECLAC and the Ministry of Foreign Affairs.

ANNEX B

PAYMENT SCHEDULE

The Ministry of Foreign Affairs shall pay the contribution referred to in article I, paragraph 1, of the Arrangement, immediately after it is signed, to the accounts indicated in paragraphs 3 and 4 of the same article.