

No. 23666

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

**Agreement of financial support to the National Program for
Horizontal Technical Cooperation (SUBIN Agreement
No. 57/85) (with annexes). Signed at Brasília on 18 De-
cember 1985**

Authentic texts: English and Portuguese.

Authentic text of the annexes: Portuguese.

Registered ex officio on 18 December 1985.

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

**Accord relatif à une aide financière au Programme national
de coopération technique horizontale (Accord SUBIN
n° 57/85) [avec annexes]. Signé à Brasília le 18 dé-
cembre 1985**

Textes authentiques : anglais et portugais.

Texte authentique des annexes : portugais.

Enregistré d'office le 18 décembre 1985.

AGREEMENT¹ OF FINANCIAL SUPPORT TO THE NATIONAL PROGRAM FOR HORIZONTAL TECHNICAL COOPERATION—SUBIN AGREEMENT N° 57/85

PREAMBLE

The Secretariat for Technical and Economic International Cooperation of the Secretariat for Planning of the Presidency of the Federative Republic of Brazil, hereinafter called SUBIN, hereto represented by its Secretary, Ambassador Luiz Felipe Palmeira Lampreia of the one part, and the United Nations Development Program, hereinafter called UNDP, hereto represented by its [Resident] Representative in Brazil, Doctor Peter Köenz, of the other part, in consideration of their will to implement the “National Program for Horizontal Technical Cooperation”, agree to sign the following covenant, to be governed by the clauses and conditions stated below:

Clause I

It is the purpose of this covenant to foster technical cooperation between Brazilian institutions, through means of the installed capacity of the United Nations Development Program being set forth in Brazil. The financial support for the program of UNDP in Brazil will enable Brazilian institutions that are recipients of technical cooperation from the United Nations system, and which already have technological and scientific installed capacities to transfer their expertise to other Brazilian institutions which are devoid of cooperation and face the natural obstacles in seeking sources of technical cooperation. The said financial support is also endowed with multiplying effects as defined under the guidelines of international technical cooperation, which is always intended as a means of turning the Brazilian recipient of foreign technical cooperation into a propagation nucleus, thereby optimizing the use of scarce foreign resources by directing them to projects that yield the more important technological impact, on a national or, at least regional basis.

Sole Paragraph. It is understood that the parties to this covenant are considered autonomous and competent in dealing with the identification of opportunities for the above-mentioned exchange to take place; it is further understood that these exchanges will be organized under the terms of a Program to be jointly approved by SUBIN and UNDP, and which will be considered to be a part of this covenant.

Clause II

In order to achieve the goals set out in Clause I, SUBIN agrees to grant financial support, in cruzeiros, to UNDP's Brasília office, for the duration of this support will be of Cr\$ 345,760,000 (three hundred forty-five million, seven hundred sixty thousand cruzeiros).

Clause III

In exchange for the financial support herein granted by SUBIN, UNDP agrees to give all the necessary support towards the implementation of the project to which this agreement refers, by means of the use of UNDP's installed capacity.

¹ Came into force on 18 December 1985, in accordance with clause XI.

Clause IV

UNDP agrees to use the financial support granted herein to pay for expenses made in Brazil, according to the Financial Resources Allocation Plan approved by SUBIN, which is also a part of this agreement.

Sole Paragraph. The administrative costs totalizing 3.5% of the total amount of the agreement, previewed in the plan mentioned above, will be transferred to the UNDP operational account in the country.

Clause V

The financial resources that are allocated by SUBIN through this agreement shall be assigned under the title of Atividade 2802-03094112.009, Encargos Gerais da União, Recursos sob a Supervisão da SEPLAN-PR, Cooperação Técnica Internacional, Elemento de Despesa 3.1.3.2, Outros Serviços e Encargos, conforme Empenho nº 058, de 18 de dezembro de 1985.

Clause VI

The resources granted by SUBIN through this agreement shall be transferred to UNDP in just one disbursement, by means of a Memorandum to that effect from UNDP.

Clause VII

The funds to be transferred by SUBIN will be spent by means of a specific account with Banco do Brasil S.A., which will only accept deposits arising from the implementation of this agreement, excluding all resources from other sources, even those that are meant to be used in connection with the project referred to in this agreement.

Sole Paragraph. The opening of a bank account at Banco do Brasil will be provided for by UNDP after this agreement has been signed.

Clause VIII

Under no circumstance shall the resources allotted through this agreement be exchanged into a foreign currency or be remitted abroad.

Clause IX

Any outstanding funds available after this agreement expires shall be transferred within 15 (fifteen) days of the aforementioned date to the Central Agency of Banco do Brasil S.A., in Brasília, DF, to be credited to SUBIN's bank account, nº 480.370-1.

Clause X

The parties agree that all accounts dealing with the financial resources allotted through this agreement will be considered valid if presented under the form of a pay roll or payment order duly received or authenticated by a bank, in the Portuguese and English languages, if need be; these documents shall contain:

- a) The expenses account under which payment is made, as per the Financial Resources Allocation Plan;
- b) The name of the payee;
- c) The project's title and identification number, if any, to which the expenses account is linked;

- d) The amounts paid in cruzeiros as per expenses account and payee;
- e) The signature of the Resident Representative of UNDP or his duly authorized deputy;
- f) The UNDP will present bank statement and payment vouchers to prove payments against payees.

Sole Paragraph. In addition to the accounts statements referred to in Clauses IX and X, the representative office of UNDP in Brazil shall give the Central Secretariat for Internal Control of the Ministry of Finances any supplementary information that it deems necessary, so as to secure the Secretariat's approval of the account statements made by UNDP, through the offices of SUBIN, about the use of the financial resources granted by means of this agreement.

Clause XI

This agreement will come into effect on December 18, 1985 and shall remain in effect until December 31, 1986, unless both parties agree to amend or terminate it.

Clause XII

All issues not specified herein, as well as any differences arising from the interpretation of this agreement, shall be settled through common accord of the parties.

DONE in quadruplicate, two in the Portuguese and two in the English languages, all four texts being equally authentic.

Brasília, DF, 18 December, 1985

[Signed — Signé]¹
Secretary of SUBIN

[Signed — Signé]²
Resident Representative of UNDP

¹ Signed by Luiz Felipe Palmeira Lampreia — Signé par Luiz Felipe Palmeira Lampreia.

² Signed by Peter Köenz — Signé par Peter Köenz.

[TRANSLATION — TRADUCTION]

PR/SECRETARIAT FOR PLANNING

*Project: AF/CTN—National Programme for Horizontal Technical
Co-operation—SUBIN/UNDP Agreement No. 57/85*

ALLOCATION OF RESOURCES PLAN

Period: December 1985 to December 1986

Object of expenditure: Third party services and charges

<i>Expenditure Item</i>	<i>Amount (thousands \$Cr)</i>
Air travel	207,456.0
Subsistence allowances	103,728.0
Operating expenditures	12,101.6
Miscellaneous expenditures	22,474.4
TOTAL	345,760.0

Approved: 18 December 1985

[Signed]

LUIZ FELIPE P. LAMPREIA
Secretary of SUBIN
SEPLAN-PR

PR/SECRETARIAT FOR PLANNING

*Project: AF/CTN—National Programme for Horizontal Technical
Co-operation—SUBIN/UNDP Agreement No. 57/85*

DISBURSEMENT SCHEDULE

<i>Itemization</i>	<i>Month</i>	<i>Amount (thousands \$Cr)</i>
Single disbursement	January 1986	345,760.0

Approved: 18 December 1985

[Signed]

LUIZ FELIPE P. LAMPREIA
Secretary of SUBIN
SEPLAN-PR