

No. 24589

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

**Agreement of financial assistance to the fourth Brazil/UNDP
country programme (SUBIN Agreement No. 068/86)
(with annexes). Signed at Brasília on 17 December 1986**

Authentic texts of the Agreement: English and Portuguese.

Authentic text of the annexes: Portuguese.

Registered ex officio on 17 December 1986.

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

**Accord relatif à l'octroi d'une assistance financière pour
l'exécution du quatrième programme de pays Brésil/
PNUD (Accord SUBIN n° 068/86) [avec annexes]. Signé à
Brasília le 17 décembre 1986**

Textes authentiques de l'Accord : anglais et portugais.

Texte authentique des annexes : portugais.

Enregistré d'office le 17 décembre 1986.

AGREEMENT¹ OF FINANCIAL ASSISTANCE TO THE FOURTH BRAZIL/UNDP COUNTRY PROGRAMME SUBIN AGREEMENT No. 068/86

PREAMBLE

Parties to the Agreement

1. Secretariat of Planning of the Presidency of the Republic-SEPLAN, through the Secretariat for International Economic and Technical Cooperation, hereinafter called SUBIN, represented at this act by Ambassador Luiz Felipe Palmeira Lampreia, Secretary of SUBIN.

2. United Nations Development Programme, hereinafter called UNDP, represented in this act by Dr. Peter Koenz, UNDP Resident Representative in Brazil.

Article I

The objective of the present Agreement is the provision of financial input to UNDP-supported programmes in Brazil, as foreseen in the Fourth Brazil/UNDP Country Programme approved by the UNDP Governing Council.

Article II

To meet the objective defined in Article I, SUBIN pledges to provide the UNDP office in Brasília with financial input in cruzados up to the sum of Cz\$10,000,000.00 (ten million cruzados) during the period that this Agreement is in force.

Sole paragraph. The total amount of resources to which this clause refers will be re-examined by the signing Parties, during the first semester of the validity of this Agreement, with the purpose of examining the actual needs of the programme in 1987 as well as to examine the possibilities of increasing the financial support granted by this Agreement.

Article III

UNDP undertakes to use the financial resources provided under the present Agreement for the purpose of paying expenditures in Brazil, corresponding to the following items:

- a) The portion in cruzados of the salaries of experts and foreign consultants assigned to Brazil and other entitlements due to experts and consultants in accordance with the UN Personnel Rules and Regulations;
- b) Travel of Brazilian fellowship holders, provided tickets are issued through a Brazilian carrier;
- c) Salaries and entitlements of administrative support personnel of the UN in Brazil;
- d) Expenses in cruzados related to sub-contracts signed by UNDP or the specialized agency with other entities for the technical execution of technical cooperation projects in Brazil;

¹ Came into force on 17 December 1986 by signature, in accordance with article XI.

- e) Administration costs payable to the participating and executing agencies of the UN system up to a minimum of 14 percent of actual expenditures of the resources herein allocated;
- f) Other administrative expenditures related to activities of the UN in Brazil, in accordance with its regulations.

Sole paragraph. To avoid the transfer of foreign currency from Brazil to UNDP Headquarters, the resources foreseen under item e above will be utilized by the UNDP Office in Brasília for other expenses defrayed in cruzados, in Brazil, it being understood that UNDP will pay the administration costs agreed upon with the Executing Agencies from its own resources.

Article IV

Under no circumstances shall the resources allocated under the present Agreement be converted into any foreign currency or sent abroad.

Sole paragraph. For accounting purposes, the rate of exchange applicable to all financial transactions between the UNDP Office in Brasília and UNDP Headquarters under this Agreement will be the rate applicable on the day the payment is made by the UNDP Field Office.

Article V

In compensation for the financial support herein granted by SUBIN, UNDP undertakes to disburse, during the 1987 financial year, and subject to normal UNDP criteria, the equivalent of no less than US\$3,300,000 (three million three hundred thousand dollars) corresponding to the "Indicative Planning Figure" for Brazil.

Sole paragraph. In case the actual disbursement referred to in this Article V should not reach the minimum herein foreseen, the financial support granted by the Government under the present Agreement may be reduced, at its discretion, by an equal percentage and SUBIN shall be entitled to request UNDP to reimburse the surplus received in cruzados or to consider it as advance payment for the 1988 financial year, in case a similar agreement should be signed in respect of future financial years.

Article VI

To effect disbursements in cruzados against this contribution from the Government of Brazil, the UNDP will establish and maintain a special bank account at the Central Agency of the Banco do Brasil S.A. in Brasília, to be operated by the Resident Representative of UNDP in Brasília through his signature or that of his delegate, and countersigned by the Assistant Resident Representative for Administration, or other UNDP Officer especially designated for this purpose. This account will be used exclusively to receive the deposits related to the contributions from the Government of Brazil, mentioned in this Agreement, and for the utilization of these resources for the purposes stated in this Agreement.

Article VII

The contribution agreed to under the present Agreement shall be deposited in the account referred to in Article VI by the Government of Brazil in six instalments, according to the schedule approved by SUBIN. The first instalment to be requested

by UNDP will be paid by SUBIN within five days after the pertinent request of the UNDP office is received by SUBIN.

The second instalment can be requested by UNDP at some time during the following month and payments will likewise be made by SUBIN within five days after receipt of the request. The subsequent instalment will be released as detailed in Article VIII.

Article VIII

With the exception of the first two instalments, the release of the others shall, in each case, be contingent upon evidence provided by UNDP proving that it has submitted to the Secretariat of Internal Control of the SEPLAN-PR (CISSET), a statement of account concerning total utilization of resources released in the last instalments.

First paragraph. From the second instalment inclusive onwards release of additional funds will depend upon UNDP presenting a bank statement proving that no less than fifty percent of the latest instalment received have been utilized.

Second paragraph. There being availability of resources on the part of SUBIN, UNDP may request an advanced liberation of the instalments foreseen in the Schedule of Payment mentioned in Article VII above, contingent upon its proving the acceleration of disbursement against this Agreement, consonant to Article VIII.

Article IX

For the presentation of statements of account of the resources herein allocated, the Parties to the present Agreement shall accept as valid documents payrolls or bank transfers, provided they are certified by the bank, written in Portuguese/English as required, and contain the following data:

- a) The expense item for which payment has been made according to the conditions set forth in Article III;
- b) The name of the payees;
- c) The name and number of project, if any, to which the expense item pertains;
- d) The amount in cruzados paid for each expenses item and to each payee;
- e) The signature of the UNDP Resident Representative or his duly authorized substitute;
- f) A banker's certification, certifying that the amount set forth in the document has been credited to the payees.

Sole paragraph. In addition to the statements of account referred to in Articles VIII and IX of this Agreement, the UNDP Field Office in Brazil will provide to the Secretariat of Internal Control of the SEPLAN-PR (CISSET) any supplementary data as may be required for the internal approval of the accounts submitted by UNDP, through SUBIN, on the utilization of the resources provided as part of this Agreement.

Article X

The resources allocated by SUBIN under the present Agreement originate from activities account No. 1113.03094116.524, allotted in the SEPLAN-PR-International

Technical and Economic Cooperation budget 3.1.3.2, as per pledge No. 085, of December 17, 1986, in the sum of Cz\$400,000.00 (four hundred thousand cruzados). During the 1987 financial year, expenses will be covered by the budgetary resources for that year, allotted under the same account code, in the sum of Cz\$9,600,000.00 (nine million six hundred thousand cruzados).

Article XI

The present Agreement shall be in force from date of signature to December 31, 1987. It may be rescinded or altered by mutual agreement.

Article 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 Portuguese and two in English languages, all four texts being equally authentic.

Brasília, DF, December 17, 1986

[Signed — Signé]¹

Secretary of Secretariat
of International Economic
and Technical Cooperation

[Signed — Signé]²

Resident Representative
of United Nations
Development Programme

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

² Signed by Peter Koenz — Signé par Peter Koenz.

[TRANSLATION¹ — TRADUCTION²]

ANNEX I

AGREEMENT OF FINANCIAL ASSISTANCE
TO THE FOURTH BRAZIL/UNDP COUNTRY PROGRAMME

UTILISATION PLAN FOR RESOURCES SUBIN No. 068/86

<i>Expenditure items</i>	<i>Total estimated disbursement in Czs</i>
a) Salaries for United Nations Experts and Consultants	2,631,576.00
b) Transportation expenses for Brazilian Fellows.....	2,631,576.00
c) Salaries and Fringe Benefits for local staff	438,596.00
d) Sub-contract expenses	87,719.00
e) Agreement's administrative cost charged by the Executing Agencies (14%)..	1,228,080.00
f) Other UN administrative expenses	2,982,453.00
TOTAL	10,000,000.00

Brasília, 17 December 1986

¹ Annex I was established in Portuguese only. The text published herewith is a translation supplied by the Secretariat of the United Nations from the authentic Portuguese text.

² L'annexe I n'a été établi qu'en portugais. Le texte publié ci-inclus est une traduction fournie par le Secrétariat de l'Organisation des Nations Unies du texte authentique portugais.

[TRANSLATION¹ — TRADUCTION²]

ANNEX II

AGREEMENT OF FINANCIAL ASSISTANCE
TO THE FOURTH BRAZIL/UNDP COUNTRY PROGRAMME

LIST OF TRANSPORTS OF RESOURCES OF SUBIN ACCORD: SUBIN No. 068/86

<i>Month/Year</i>	<i>Payments amount</i>	
	<i>Number</i>	<i>(Cz\$)</i>
29 December 1986	1	400,000
1 January 1987	2	1,920,000
2 February 1987	3	1,920,000
2 March 1987	4	1,920,000
1 April 1987	5	1,920,000
1 May 1987	6	1,920,000
TOTAL	—	10,000,000

Approved on 17 December 1986

¹ Annex II was established in Portuguese only. The text published herewith is a translation supplied by the Secretariat of the United Nations from the authentic Portuguese text.

² L'annexe II n'a été établi qu'en portugais. Le texte publié ci-inclus est une traduction fournie par le Secrétariat de l'Organisation des Nations Unies du texte authentique portugais.