

No. 25570

**UNITED NATIONS
(UNITED NATIONS POPULATION FUND)
and
BRAZIL**

**Technical Co-operation Agreement. Signed at Brasília on
7 January 1988**

Authentic texts: English and Portuguese.

Registered ex officio on 7 January 1988.

**ORGANISATION DES NATIONS UNIES
(FONDS DES NATIONS UNIES
POUR LA POPULATION)
et
BRÉSIL**

**Accord de coopération technique. Signé à Brasília le 7 jan-
vier 1988**

Textes authentiques : anglais et portugais.

Enregistré d'office le 7 janvier 1988.

TECHNICAL COOPERATION AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE FEDERATIVE REPUBLIC OF BRAZIL AND THE UNITED NATIONS FUND FOR POPULATION ACTIVITIES

PREAMBLE

1. The Government of the Federative Republic of Brazil and the United Nations Fund for Population Activities — UNFPA — have agreed to seek a flexible and cost efficient mechanism for technical cooperation in the population field which will facilitate the maximum use of Brazilian capacity and resources to strengthen the technical assistance components of UNFPA-supported population assistance to other developing countries. The search for such a mechanism has grown out of the increasing realization of the intrinsic value of South-South cooperation in enhancing sustained development in the developing world.

2. In this sense, the Government of the Federative Republic of Brazil and the United Nations Fund for Population Activities share the firm belief that the various modalities normally referred to as “Technical Cooperation Among Developing Countries” (TCDC) are of crucial importance and that in more systematically exploring the areas of population and development in which Brazil might be capable of contributing training/research facilities and technical expertise, this objective can be further enhanced since there is growing interest on the part of many other countries in Latin America and Africa to enter into joint efforts with Brazil to seek a solution to unresolved problems of mutual concern.

3. With this concern in mind, the Government of the Federative Republic of Brazil and the United Nations Fund for Population Activities have agreed to sign a Technical Cooperation Agreement to delineate the framework within which such joint efforts will be carried out.

The Government of the Federative Republic of Brazil, hereafter referred to as “the Government” and the United Nations Fund for Population Activities, hereafter referred to as “UNFPA”, with the aim of reaching mutual understanding concerning the collaboration of the Government with UNFPA in Technical Cooperation Agreement, have agreed on the following principles:

Article I

The Technical Cooperation Agreement will delineate the areas and the procedures which will govern the provision of technical expertise and access to pertinent training and research facilities related to the field of population and development for which Brazilian officials and institutions can provide support.

Article II. TRAINING AND RESEARCH

1) The Government and UNFPA shall meet each year in September-October to agree on a programme of training and research activities in population and development for the following year to which representatives from other countries might be invited to participate. This programme will subsequently be circulated by UNFPA

¹ Came into force on 7 January 1988 by signature, in accordance with article IV.

to potentially interested countries inviting them to present candidates for such activities.

2) The selection of participants will be made by the Government in consultation with UNFPA and, if applicable, the pertinent Specialized Agency of the United Nations. The names of the applicants should be communicated by UNFPA to the Government at least 90 days in advance whereas the Government will advise on the selection of candidates at least 45 days before the initiation of the activity.

3) The cost of such activities shall be borne in the following manner:

- a) The salary of the participant(s) shall continue to be paid by his/her country;
- b) The Government will pay the in-country recurrent costs (salaries, equipment, office space and educational materials) related to the specific training or research activity;
- c) UNFPA will pay the travel and per diem cost for the participants in accordance with the established norms of the United Nations as well as eventual in-country costs of a non-recurrent nature (in-country study tours, additional computer time, etc.); participants will receive from the UNFPA Office in their country of origin an advance of per diem in accordance with established United Nations standards. Upon their return to their country, they will receive the balance of their per diem upon presentation of the relevant documents to the local UNFPA Office.

Article III. TECHNICAL EXPERTISE

1) The Government agrees to provide technical expertise (consultants) in the diverse areas of population and development to work in UNFPA-supported projects.

2) Upon receiving a request from a country, UNFPA will appraise and possibly recommend it for approval. Subsequently, UNFPA will provide the Government with specific terms of reference for the work to be performed with a minimum of 90 days advance notice before the initiation of the mission.

3) In return, the Government will present UNFPA with a roster of qualified, available Brazilian officials, his/her Curriculum vitae, specialization and experience, at least 45 days in advance of initiation of the mission.

4) The roster of qualified consultants will be presented to the country requesting assistance for its decision on which consultant to be assigned to the project.

5) The cost of these consultancies shall be borne in the following manner:

- The Government agrees to absorb the normal salary of the official;
- UNFPA agrees to pay the travel and per diem cost, in accordance with the established standards of the United Nations. An advance of these costs will be paid in Brazil to the consultant prior to taking up his/her assignment. The balance of the per diem will be paid upon the return of the consultant upon presentation of the pertinent documentation to the UNFPA Office in Brasília.

6) The Brazilian officials undertaking such assignments will receive documents of accreditation from the UNFPA Office in Brasília.

7) When deemed necessary by UNFPA, the consultant(s) will travel to UNFPA Headquarters in New York prior to their assignment, to receive a briefing on UNFPA's programme and administrative procedures and other pertinent information.

8) The consultant(s) will maintain continuous communication with the UNFPA Representative in the country of assignment. In case the consultant is to be techni-

cally supervised by one of the United Nations Specialized Agencies collaborating with UNFPA, he/she should, in addition, maintain the corresponding relations to this Agency as required.

9) Upon completing the mission, the consultant(s) shall present a final report to UNFPA on his/her activities, conclusions and recommendations. If required by UNFPA, the consultant(s) will travel to UNFPA Headquarters or the Specialized Agencies, if applicable, for debriefing.

Article IV

The present Agreement will become effective on the date it is signed and will remain valid until one of the parties notifies the other, three months in advance, that it wishes to terminate it. Termination of the Agreement will not affect projects already under way, unless the parties agree to the contrary.

DONE, in the name of the parties concerned, by the undersigned in Brasília, on this 7th day of January, 1988, in two originals, each in Portuguese and English languages, both texts being equally authentic.

For the Government
of the Federative Republic of Brazil:

[Signed — Signé]¹

For the United Nations Fund
for Population Activities:

[Signed — Signé]²

¹ Signed by Roberto de Abreu Sodré — Signé par Roberto de Abreu Sodré.

² Signed by Peter Koenz — Signé par Peter Koenz.