

**No. 25901**

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**BRAZIL  
and  
UNITED NATIONS  
INDUSTRIAL DEVELOPMENT ORGANISATION**

**Memorandum of Understanding on industrial development.  
Signed at Brasília on 1 September 1987**

*Authentic texts: Portuguese and English.*

*Registered by Brasil on 29 April 1988.*

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**BRÉSIL  
et  
ORGANISATION DES NATIONS UNIES  
POUR LE DÉVELOPPEMENT INDUSTRIEL**

**Mémorandum d'accord relatif au développement industriel.  
Signé à Brasília le 1<sup>er</sup> septembre 1987**

*Textes authentiques : portugais et anglais.*

*Enregistré par le Brésil le 29 avril 1988.*

## MEMORANDUM OF UNDERSTANDING<sup>1</sup> BETWEEN THE UNITED NATIONS INDUSTRIAL DEVELOPMENT ORGANIZATION AND THE GOVERNMENT OF THE FEDERAL REPUBLIC OF BRAZIL

The United Nations Industrial Development Organization hereinafter called "UNIDO" and the Government of the Federal Republic of Brazil hereinafter called "the Government",

Recognizing the need to accelerate the industrial development of the developing countries,

Bearing in mind the broad objectives mentioned in the preamble of the Constitution of UNIDO,<sup>2</sup> and specified in the Declaration and Programme of Action on the Establishment of a New International Economic Order,<sup>3</sup> in the Lima<sup>4</sup> and New Delhi Declarations and Plans of Action on Industrial Development and Co-operation,<sup>5</sup> in the Buenos Aires Plan of Action for Promoting and Implementing Technical Co-operation among Developing Countries,<sup>6</sup> in the Caracas Programme of Action on Economic Co-operation among Developing Countries,<sup>7</sup> and in the resolutions adopted by the Fourth General Conference of the former UNIDO established in Vienna as an autonomous organization within the United Nations,

Recognizing the need for, and importance of, increasing cooperation with developing countries with regard to the implementation of the above-mentioned programmes,

Recognizing further the importance of ensuring the effective implementation of the Buenos Aires Plan of Action which emphasizes the need to promote and widen technical and economic cooperation among developing countries,

Have agreed as follows:

### Article I

The two parties shall co-operate in carrying out joint programmes to enhance and strengthen cooperation between UNIDO and the Government as well as Brazil's contribution to technical and economic cooperation among developing countries in the field of industrial development.

### Article II

These programmes should include among others the following fields of activity:

- a) Development and transfer of technology,
- b) Development of human resources for industry,

<sup>1</sup> Came into force on 1 September 1987 by signature, in accordance with article X.

<sup>2</sup> United Nations, *Treaty Series*, vol. 1401, p. 3.

<sup>3</sup> See Resolution 3201 (S-VI) in United Nations, *Official Records of the General Assembly, Sixth Special Session, Supplement No. 1 (A/9559)*, p. 3.

<sup>4</sup> United Nations Industrial Development Organization, *Report of the Second General Conference of the United Nations Industrial Development Organization*, Lima, Peru, 12-26 March 1975 (ID/CONF.3/31), p. 42.

<sup>5</sup> *Ibid.*, New Delhi, India, 21 January-9 February 1980 (ID/CONF.4/22), p. 54.

<sup>6</sup> United Nations, *Report of the United Nations Conference on Technical Co-operation among Developing Countries*, Buenos Aires, 30 August-12 September 1978 (A/CONF.79/13/Rev.1), p. 2.

<sup>7</sup> United Nations, *General Assembly, Thirty-sixth Session, Agenda Item 69 (A/36/333)*, 26 June 1981.

- c) Industrial investment promotion,
- d) Science and technology for industry,
- e) Industry and industry-related activities such as industrial infrastructure, factory establishment and management, feasibility studies,
- f) Industrial studies,
- g) Energy related to industry.

#### *Article III*

In the various fields of activity, cooperation shall be carried out in one or more of the following modes:

- a) Transfer or exchange of information;
- b) Preparation of proposals and/or studies, for consideration by either or both parties;
- c) Expert services;
- d) Seminars and symposia, study tours, training courses;
- e) International cooperation measures flowing from the System of Consultations;
- f) Any other means which are mutually considered to be advisable and most beneficial to the developing countries.

#### *Article IV*

Any decision concerning financing shall be dealt with on a project-by-project basis, in accordance with the applicable rules and financial procedures of each party.

#### *Article V*

With particular reference to promoting the technical cooperation among developing countries in industry and energy-related sectors, and in accordance with the modalities of the activities referred to in Article III,

UNIDO and the Government will:

- a) Identify those projects in the developing countries which could lend themselves to cooperation among the said countries, UNIDO and the Government,
- b) Discuss, in consultation with the developing countries, the manner in which those projects may be carried out most efficiently for the benefit of the said countries,
- c) Administer the implementation of the jointly selected projects and ensure that they are implemented effectively and efficiently.

The Government will:

- a) Provide the relevant expertise and technology required for the effective implementation of the jointly selected projects,
- b) Locate required experts to carry out activities agreed upon by UNIDO and the Government under this Memorandum of Understanding,
- c) Provide salary and other social benefits to the Brazilian experts referred to in item (b) of this sub-paragraph,

d) Consider the financing of expenditures of local currency components when the modalities activity referred to in Article III (d) [takes] place in Brazil.

UNIDO will:

a) Consider, within the limits of financial capability and subject to its relevant rules and procedures, covering the costs of transportation, national or international, and daily subsistence allowances for Brazilian experts sent to the developing countries under this Memorandum of Understanding.

b) Endeavour to ensure that the recipient developing countries concerned will make available the necessary facilities which are considered essential for the successful and efficient performance of the Brazilian experts or missions sent to these countries under this Memorandum of Understanding. These facilities would consist, *inter alia*, of the establishment of appropriate contacts, logistic support, transportation.

#### Article VI

UNIDO and the Government shall establish a joint committee which shall supervise the implementation of this Memorandum of Understanding.

The joint committee will be composed of the representatives of UNIDO and of the Government. It shall be chaired by two co-chairmen, each of whom shall be designated by UNIDO and the Government respectively. The joint committee shall meet once [a] year at a mutually agreed place, preferably in Vienna or Brasília, to review the progress of existing programmes or projects, to exchange information on plans of each Party to this Memorandum of Understanding and to agree on a work plan for the coming biennium.

#### Article VII

Each Party to this Memorandum of Understanding shall appoint an executive secretary within its own organization who shall perform the following functions:

a) Serve as focal points of contact for all primary communications for the implementation of this Memorandum of Understanding;

b) Monitor the progress of cooperation programmes or projects during the time between meetings of the Joint Committee;

c) Organize the meetings of the Joint Committee.

#### Article VIII

For the implementation of the programmes and projects under this Memorandum of Understanding, UNIDO may conclude working arrangements with the relevant Brazilian public or private institutions. Such working arrangements shall be subject to the provisions contained in this Memorandum of Understanding, and the programmes and projects implemented through them shall also be subject to the supervision of the Joint Committee referred to in the preceding Article VI.

#### Article IX

This Memorandum of Understanding will be valid for a period of three years from the date of its entry into force under the provisions of Article X of this Memorandum of Understanding. It will be extended for a successive period of three years unless it is terminated by either UNIDO or the Government by written notice at

least six months before expiration of the current period of validity. Such termination, however, shall not affect activities started before the expiration of the validity of the Memorandum of Understanding.

*Article X*

This Memorandum of Understanding shall enter into force upon its signature by the Director-General of UNIDO and the Minister of External Relations of the Federal Republic of Brazil.

DONE at Brasília on the 1st day of September 1987 in two original copies.

For the United Nations  
Industrial Development  
Organization:

For the Government  
of Brazil: