

No. 26127

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

**Agreement for the execution of project “CT/UNDP—
Fourth Country Programme for Technical Cooperation
Brazil/UNDP” (with annexes). Signed at Brasília on
23 August 1988**

Authentic texts: Portuguese and English.

Registered ex officio on 23 August 1988.

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

**Accord relatif à l'exécution du projet « CT/PNUD —
Quatrième programme de pays de coopération tech-
nique Brésil/PNUD » (avec annexes). Signé à Brasília
le 23 août 1988**

Textes authentiques : portugais et anglais.

Enregistré d'office le 23 août 1988.

AGREEMENT¹ ABC/MRE No. 002/88, REACHED BETWEEN THE BRAZILIAN AGENCY OF COOPERATION OF THE MINISTRY OF EXTERNAL RELATIONS AND THE UNITED NATIONS DEVELOPMENT PROGRAMME, FOR EXECUTION OF PROJECT "CT/UNDP — FOURTH COUNTRY PROGRAMME FOR TECHNICAL COOPERATION — BRAZIL/UNDP"

The Brazilian Agency of Cooperation of the Ministry of External Relations, hereinafter called ABC (C.G.C. 006612197/0003-96), represented in this act by Minister Luiz Jorge Rangel de Castro, Executive Director, as per Governmental Decree of Designation dated 29/02/1988, and the United Nations Development Programme, hereinafter called UNDP, represented in this act by its Resident Representative, Mr. Eduardo Gutierrez, aiming at the execution of project "CT/UNDP — Fourth Country Programme for Technical Cooperation — Brazil/UNDP," sign the present Agreement according to the following conditions and articles:

Article I

The objective of the present Agreement is the provision of financial support to UNDP-funded 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, ABC pledges to provide the UNDP office in Brasília with financial input in cruzados amounting to Cz\$ 95,420,000.00 (ninety-five million forty-two hundred thousand cruzados)² during the period that this agreement is in force.

Article III

UNDP pledges 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 23 August 1988 by signature, in accordance with article XI.

² Should read "ninety-five million four hundred twenty thousand cruzados" — Devrait se lire « quatre-vingt-quinze millions quatre cent vingt mille cruzados ».

- e) Administration costs payable to the Participating and Executing Agencies of the UN System up to the limit 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 return for the financial support herein granted by ABC, UNDP pledges to disburse, during the 1988 financial year, and subject to the usual UNDP criteria, the equivalent of no less than US\$ 4,400,000.00 (four million four 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 ABC under the present Agreement may be reduced, at its discretion, by an equal percentage and ABC shall be entitled to request UNDP to return the surplus received in cruzados or to consider it as advance payment for the 1989 financial year, in case a similar Agreement should be signed.

Article VI

To effect disbursements in cruzados against this Brazilian contribution, 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 another UNDP Officer especially designated for this purpose. This account will be used exclusively to receive the deposits related to the contributions herein mentioned, 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 ABC in two installments, according to the schedule approved by ABC. The first installment requested by UNDP will be paid by ABC within five days after UNDP's request is received by ABC. The second installment may be requested by UNDP during the following month and payment will likewise be made by ABC within five days after receipt of request.

Article VIII

After the first installment has been released, the second one will be released upon evidence provided by UNDP concerning the utilization of at least fifty percent of the total of the first installment.

Sole Paragraph. Considering availability of resources on the part of ABC, UNDP may request an advanced authorization of the second installment foreseen in the Schedule of Payments mentioned in Article VII above, contingent upon proof of the acceleration of disbursement related to this Agreement in accordance with Article VIII.

Article IX

For the presentation of accounting statements 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 expense and to each payee;
- e) The signature of the UNDP Resident Representative or his duly authorized substitute;
- f) A banker's certification, declaring that the amount set forth in the document has been credited to the payees.

Sole Paragraph. The UNDP Field Office in Brazil will provide to Ciset/MRE any supplementary data as may be required for the internal approval of the accounts submitted by UNDP, on the utilization of the resources provided as part of this Agreement.

Article X

The resources allocated by ABC under the present Agreement originate from the National Budget account, under project 24291.1272413.156, Implantation of Brazilian Agency of Cooperation, as per pledge No. 88NE00107, dated 23 August 1988.

Article XI

The present Agreement shall be in force from date of signature to 31 December 1988. 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, all four copies are equally authentic.

Brasília, DF, 23 de agosto de 1988¹

[Signed — Signé]²

Brazilian Agency
of Cooperation

[Signed — Signé]³

UNDP Resident Representative

ANNEX I

PROJECT: CT/UNDP — FOURTH BRAZIL/UNDP TECHNICAL COOPERATION COUNTRY PROGRAMME

ITEMIZED UTILIZATION PLAN FOR RESOURCES GRANTED BY NUPEC AGREEMENT NO. 002/88 — EXTINCT SUBIN/UNDP

<i>Expenditure items</i>	<i>Total estimated disbursement in Cz\$</i>
a) Salaries for United Nations experts and consultants	55,000,000
b) Transportation expenses for Brazilian fellows	5,000,000
c) Salaries and fringe benefits for local staff	11,000,000
d) Sub-contracts expenses	1,000,000
e) Agreement's administrative cost charged by the Executing Agencies (14%) ...	11,718,256
f) Other UN administrative expenses	11,701,754
GRAND TOTAL	95,420,000

Approved

Date: 23/08/88

ANNEX II

PROJECT: CT/UNDP — FOURTH BRAZIL/UNDP TECHNICAL COOPERATION PROGRAMME

SCHEDULE OF PAYMENTS — RESOURCES GRANTED BY NUPEC AGREEMENT NO. 002/88 — EXTINCT SUBIN/UNDP

<i>Month/Year</i>	<i>Payments</i>	
	<i>Number</i>	<i>Amount (Cz\$)</i>
August	1	60,000,000.00
September	2	35,420,000.00
TOTAL	/	95,420,000.00

Approved

Date: 23/08/88

¹ 23 August 1988 — 23 août 1988.

² Signed by Luiz Jorge Rangel de Castro — Signé par Luiz Jorge Rangel de Castro.

³ Signed by Eduardo Gutierrez — Signé par Eduardo Gutierrez.