

No. 33131

**UNITED NATIONS
(ECONOMIC COMMISSION
FOR LATIN AMERICA AND THE CARIBBEAN)
and
ARGENTINA**

**Agreement on cooperation (with annex). Signed at Santiago
on 15 January 1996**

Authentic text: Spanish.

Registered ex officio on 1 September 1996.

**ORGANISATION DES NATIONS UNIES
(COMMISSION ÉCONOMIQUE
POUR L'AMÉRIQUE LATINE ET LES CARAÏBES)
et
ARGENTINE**

**Accord de coopération (avec annexe). Signé à Santiago le
15 janvier 1996**

Texte authentique : espagnol.

Enregistré d'office le 1^{er} septembre 1996.

[TRANSLATION — TRADUCTION]

COOPERATION AGREEMENT¹ BETWEEN THE MINISTRY OF SOCIAL DEVELOPMENT OF THE ARGENTINE REPUBLIC AND THE ECONOMIC COMMISSION FOR LATIN AMERICA AND THE CARIBBEAN (ECLAC), HAVING ITS HEAD OFFICE AT SANTIAGO DE CHILE, REPUBLIC OF CHILE

The Economic Commission for Latin America and the Caribbean (hereinafter referred to as “ECLAC”), represented by its Executive Secretary, Mr. Gert Rosenthal, and the Ministry of Social Development of the Argentine Republic (hereinafter referred to as “the Ministry”), represented by the Minister of Social Development, Mr. Eduardo Amadeo, have agreed to establish a cooperation agreement containing the following provisions:

I. PRELIMINARY

1.01. The Ministry is a body of the Government of the Argentine Republic, established for the purpose of developing an integrated national system of social policies based on the identification of social problems, the determination of areas of intervention and vulnerable groups, the assessment of needs, greater effectiveness in social spending, more efficient resource management, appropriately designed social programmes and the regular evaluation of those programmes.

1.02. ECLAC, for its part, in pursuing its activities aimed at supporting the economic and social development of the countries of Latin America and the Caribbean, attributes special importance to the adoption of policies and programmes of action for development that are viable and effective. To that end, among the areas which ECLAC regards as having priority for the support of technical cooperation with the countries of the region are, *inter alia*, matters relating to social development, social policies, the management, monitoring and evaluation of social projects and programmes, and analysis of the social situation and main economic and social trends in the region, for the purpose of fostering the productive transformation of the countries concerned, enhancing sustainable development, improving the quality of life and promoting social equity.

II. OBJECT OF THE AGREEMENT

2.01. In order to facilitate the convergence of interests between the Parties, the Ministry and ECLAC have decided to establish this Cooperation Agreement, which will serve as a general framework for the regulation of those activities and relationships which the Parties deem to be of mutual interest and which are included within the general objectives of their respective institutions. This Cooperation Agreement shall not under any circumstances imply any renunciation by the Parties of their respective areas of competence.

¹ Came into force on 15 January 1996 by signature.

III. OPERATIONAL PROVISIONS

3.01. Technical cooperation projects and other activities covered by this Cooperation Agreement that are to be funded from the budgets of the Parties shall require prior approval by the Parties. Such prospective joint actions shall be formalized by means of supplementary agreements to this Agreement, setting forth the respective commitments of the Parties and the methods of transfer and administration of financial resources in accordance with regulations acceptable to both Parties. In the case of contracts for the hire of labour, the terms and conditions governing such hire shall be set forth in detail in every such contract.

3.02. ECLAC shall exercise control over the expenditure of funds received, subject to the standards and procedures for the administration of trust funds earmarked for technical cooperation activities as set forth in the annex to this Agreement.

3.03. Control over the disposal, use and tracking of budget funds provided by each Party for the appropriate development of activities approved pursuant to this Cooperation Agreement shall be carried out by the Party concerned, while the other Party shall provide such documentation and information as may be required for the effective performance of those functions. Accordingly, all financial contributions to programme costs shall be invested in the programmes in question, both Parties being required to implement and account for activities undertaken with a view to the implementation of approved projects, failing which the principal and interest shall be refundable in full, without prejudice to any other liabilities that may have been incurred.

3.04. Each Party shall execute this Cooperation Agreement in accordance with its own regulations, rules and administrative procedures. Nothing relating to any of the provisions of this Cooperation Agreement shall involve a suspension of the privileges and immunities of the Parties. Any dispute over the implementation or interpretation of this Cooperation Agreement shall, unless settled through direct negotiations, be submitted for arbitration in accordance with the Arbitration Rules of the United Nations Commission on International Trade Law.

IV. COORDINATION

4.01. The coordination and execution of activities undertaken pursuant to this Agreement shall be the responsibility of, for ECLAC, the Social Development Division and, for the Ministry, the Social Projects Branch, acting through SIEMPRO.

V. TERM OF THE AGREEMENT

5.01. This Agreement shall remain in force indefinitely. However, either Party may terminate it by notifying the other to that effect not less than three months before the desired termination date.

DONE in four original copies at the places and dates indicated below.

EDUARDO AMADEO
The Secretary
Secretariat on Social Development

GERT ROSENTHAL
Executive Secretary
ECLAC

ANNEX

Whenever ECLAC receives funds for the execution of activities under this Cooperation Agreement, such funds shall be credited to ECLAC in the following bank account:

ECLAC Trust Fund
Account No. 015-001784
Chemical Bank, United Nations Branch
New York, NY 10017

The respective resources shall be made available upon the signing of the specific agreements, through the issue of a bank draft payable to the Economic Commission for Latin America and the Caribbean.

RESPONSIBILITIES OF ECLAC. ECLAC undertakes to submit a final statement of account for expenditures made out of the above-mentioned funds upon completion of the project. In addition, it undertakes to submit a final report containing an overall evaluation of the project, with details of the results achieved and recommendations for such future actions as it may deem necessary. The rendering of accounts shall be in the United States dollar at the United Nations operational rate of exchange for Argentina.

ECLAC shall receive contributed funds and shall establish a trust fund, which it shall administer in accordance with the terms of the Financial Regulations and Rules of the United Nations, especially as regards application of the auditing procedures, both internal and external, laid down therein.

An amount equal to 13 per cent of expenditures from contributed funds shall be deducted for support costs incurred by ECLAC in connection with the execution of this Agreement.

In addition, an amount equal to one per cent of the net remuneration shall be withheld for persons engaged by ECLAC under this Agreement, in order to establish a non-refundable reserve to be used to cover any claims relating to death, illness or work-related injury, in accordance with the Financial Regulations and Rules of the United Nations.

In no case shall ECLAC accept any obligation in excess of the amount stated in any specific agreement to cover the activities provided for therein. Upon expiry of such agreement, the funds shall remain in the possession of ECLAC until such time as all expenditures undertaken by ECLAC pursuant to the agreement have been reimbursed therefrom. Any remaining funds shall be used for such purposes as the Parties may jointly determine.