

No. 21290

BRAZIL
and
UNITED NATIONS EDUCATIONAL,
SCIENTIFIC AND CULTURAL ORGANIZATION

**Agreement on technical co-operation in the fields of
education, science and culture (with annex). Signed at
Paris on 29 January 1981**

Authentic texts: Portuguese and French.

Registered by Brazil on 29 October 1982.

BRÉSIL
et
ORGANISATION DES NATIONS UNIES
POUR L'ÉDUCATION, LA SCIENCE ET LA CULTURE

**Accord de coopération technique en matière éducative,
scientifique et culturelle (avec annexe). Signé à Paris
le 29 janvier 1981**

Textes authentiques : portugais et français.

Enregistré par le Brésil le 29 octobre 1982.

[TRANSLATION — TRADUCTION]

AGREEMENT¹ ON TECHNICAL CO-OPERATION IN THE FIELDS OF EDUCATION, SCIENCE AND CULTURE BETWEEN THE GOVERNMENT OF THE FEDERATIVE REPUBLIC OF BRAZIL AND THE UNITED NATIONS EDUCATIONAL, SCIENTIFIC AND CULTURAL ORGANIZATION

The Government of the Federative Republic of Brazil (hereinafter referred to as “the Government”), and the United Nations Educational, Scientific and Cultural Organization (hereinafter referred to as “UNESCO”),

Considering that the Government and UNESCO intend to strengthen their ties of co-operation in order to promote development in sectors deemed by the Government to have priority,

Considering that the experience in recent years with technical co-operation between Brazil and UNESCO has been encouraging, at the national, regional and interregional levels,

Considering that the co-operation between Brazil and UNESCO has, in the field of education, provided substantial support for educational reform particularly with regard to planning, administration, the promotion of study, and the application of teaching methods appropriate to rural and suburban areas, and that it has, in the field of culture, provided support for the conservation, protection and restoration of the cultural heritage,

Considering that it is necessary to strengthen the ties of co-operation between Brazil and UNESCO in order to consolidate ongoing priority activities and promote activities that encourage innovation and creativity,

Considering that the Government and UNESCO deem it advisable to help in particular to establish the conditions needed to expand Brazil’s co-operation with other developing countries in the fields of education, science and culture,

Have agreed as follows:

Article I. OBJECTIVES

The objectives of this Agreement are the following:

- (a) To co-operate with the Ministry of Education and Culture in developing activities deemed by the Government to have priority, within the Ministry’s areas of competence and the lines of action established in the medium-term plans of UNESCO;
- (b) To provide assistance for the training of technical personnel in the fields of education and culture;
- (c) To provide assistance for technical development studies to be carried out by the Ministry of Education and Culture for the purpose of research, information and planning in the educational and cultural sectors;

¹ Came into force on 25 May 1982, the date on which the Parties notified each other of the completion of the required internal procedures, in accordance with article VIII (1).

- (d) To strengthen and establish closer co-operation between Brazil and UNESCO in the technical fields within the latter's sphere of competence;
- (e) To expand the exchange with developing countries of experience and information regarding education, science and culture.

Article II. ACTIVITIES

Activities aimed at achieving the aforesaid objectives shall be conducted in accordance with the annual programmes to be established by the Intersectoral Co-ordinating Group (GIC) provided for in article V below.

Article III. OBLIGATIONS OF UNESCO

1. Under the terms of this Agreement, UNESCO shall assist the Ministry of Education and Culture (hereinafter referred to as "the Ministry") in activities which are deemed by the Government to have priority and which correspond to the principles and lines of actions defined in both the UNESCO medium-term plan for the period 1977-1982 and the programmes approved by the UNESCO General Conference for those same years.

2. In order to achieve the objectives provided for in article I, UNESCO shall offer its technical and administrative collaboration, including collaboration provided directly by its headquarters or by its regional offices in Latin America. In addition, it shall make any other contribution (consultant's services, exchanges of specialists, granting of scholarships, etc.) that can be made under the annual programmes approved by UNESCO and within the limits of the available financial resources,

3. The services provided for under this Agreement shall be supplied by UNESCO in accordance with its rules, regulations, and procedures and shall be subject to any reasonable limits that might be imposed by circumstances beyond the control of UNESCO.

Article IV. OBLIGATIONS OF THE GOVERNMENT

1. The Ministry shall be the national body responsible for implementing this Agreement on behalf of the Government, in co-ordination with the Ministry of Foreign Affairs and the Department of Planning in the Office of the President of the Republic.

2. In order to achieve the objectives enumerated in article I, the Ministry shall contribute the necessary administrative and technical support, within the limits of the available financial resources. This contribution shall be the subject of an exchange of notes between the two Parties and shall be provided in accordance with the timetable established by the Intersectoral Co-ordinating Group.

3. The Ministry shall spare no effort to facilitate, in conjunction with Brazilian agencies in the federal, state and municipal administrations, the conduct of activities provided for under this Agreement and approved by the Intersectoral Co-ordinating Group.

Article V. IMPLEMENTATION OF THE AGREEMENT

(a) An Intersectoral Co-ordinating Group (GIC) shall be established to assist the Government and UNESCO in the implementation of the Agreement.

(b) The Intersectoral Co-ordinating Group shall comprise the following:

- The General Secretary of the Ministry;
- The Chief of the Department of Cultural, Scientific and Technological Co-operation of the Ministry of Foreign Affairs;
- The Secretary for International Economic and Technical Co-operation of the Department of Planning in the Office of the President of the Republic;
- A representative of the National Scientific and Technological Development Council (CNPq);
- A representative of the Council of Brazilian University Rectors;
- A representative of the Brazilian Institute for Education, Science and Culture (IBECC);
- A representative of UNESCO in Brazil.

Each of the members may designate an alternate or any advisor deemed necessary.

(c) The GIC shall hold two regular meetings annually; however, if necessary, it may meet in special session at the request of its members.

(d) Once a year, the Intersectoral Co-ordinating Group shall approve the table of available financial resources, the schedule of expenditures under the annual co-operation programme and the financial report for the preceding year.

(e) A Special Technical Assistance Group (GSAT) shall work together with the Intersectoral Co-ordinating Group to perform the activities provided for under this Agreement. This Special Group shall be responsible for carrying out the decisions of the Intersectoral Co-ordinating Group and drawing up half-yearly administrative, technical and financial reports on the implementation of the Agreement. The General Secretary of the Ministry of Education and Culture, after consulting the Ministry of Foreign Affairs and the Department of Planning in the Office of the President of the Republic, shall communicate to GIC the names of the Brazilian members of the GSAT.

[The GIC will determine the composition of the GSAT and be empowered to select its members.]¹

In addition, on the advice of the GSAT, the GIC may set up such *ad hoc* working groups as it deems necessary to perform specific tasks arising from this Agreement.

(f) In the case of the Government, the activities provided for in this Agreement shall be supervised by the General Secretary of the Ministry of Education and Culture.

In the case of UNESCO, the activities provided for in this Agreement shall be supervised by the representative of UNESCO in Brazil.

Article VI. REPORTS

Every six months, a report covering the activities of the previous six months shall be prepared and submitted by the Intersectoral Co-ordinating Group to the Ministry and to the Director-General of UNESCO.

¹ The sentence between brackets does not appear in the authentic Portuguese text — La phrase entre crochets ne figure pas dans le texte authentique portugais.

Article VII. FINANCIAL PROVISIONS

1. UNESCO shall maintain a separate account of all expenses relating to its services. Income and expenditure in connection with services provided shall be entered into the accounts by UNESCO in accordance with its accounting regulations.

2. The Government may request clarification of any items of expenditure in the UNESCO statements of account. Any adjustments that might prove necessary shall appear in subsequent statements.

3. UNESCO shall commit funds only up to the amount of the sums received.

4. A financial report on expenditures incurred during these periods shall be prepared by UNESCO, in respect of its own activities, in accordance with its financial regulations.

5. Upon expiry of this Agreement, once services have been provided and all obligations have been liquidated, UNESCO shall transmit a final statement of account to the Government. Obligations in respect of goods and services must be liquidated within the six-month period provided for in article VIII, paragraph 3.

Article VIII. ENTRY INTO FORCE, AMENDMENT AND DURATION

1. This Agreement shall enter into force after its signature by UNESCO and by the Government and once the internal legal procedures of the two Parties have been completed. It shall remain in force for four years, and shall be automatically renewed unless one of the two Parties expressly indicates otherwise, as provided for in paragraph 3 below.

2. This Agreement may be amended by agreement between the two Parties.

3. This Agreement may be terminated by UNESCO or by the Government by means of a written notification. The termination shall have effect six months after the receipt of such notification.

4. The Parties to this Agreement accept the terms and conditions of the annexed General Provisions which shall have the same force and effect as if they had been incorporated into this Agreement.

5. The obligations assumed by UNESCO and by the Government under this Agreement shall hold good, after its denunciation, in so far as required by paragraph 3 above.

Article IX. SETTLEMENT OF DISPUTES

Any dispute regarding the application or interpretation of this Agreement which cannot be settled amicably, shall be submitted to an arbitrator chosen by UNESCO and the Government by mutual agreement. If they fail to agree on the choice of such an arbitrator, the appointment shall be made by the President of the International Court of Justice upon a simple request submitted to him by one of the Parties. The arbitrator shall assess the expenses of the arbitration, which may be apportioned between the Parties. Since the arbitrator's decision shall be final, the Parties waive the right of appeal.

Article X. TRANSITIONAL PROVISIONS

Once this Agreement has entered into force and before the Intersectoral Co-ordinating Group has begun to function, the funds referred to in the preceding provisions may be allocated to specific programmes.

DONE at Paris on 29 January 1981, in quadruplicate in French and Portuguese, all texts being equally authentic.

[Signed]

For the Government
of the Federative Republic
of Brazil:

RUBEM LUDWIG

[Signed]

For the United Nations, Educational,
Scientific and Cultural Organ-
ization:

AMADOU-MAHTAR M' BOW

ANNEX

GENERAL PROVISIONS

1. *Administrative support services*

The Government undertakes to provide, as needed and appropriate, administrative support services such as secretariat and other personnel services, office space, locally manufactured office furnishings and supplies, transport within the country, communications services, medical facilities and funds for medical expenses; the Government shall defray the cost of such obligations, which shall not be included in the amount expressly included in the financing arrangement established by the Parties under this Agreement.

2. *Actions for damages*

The Government shall, at the request of UNESCO, be responsible for dealing with any claim by third parties against UNESCO, its property, its personnel or other persons providing services in application of this Agreement. In the case of a claim, it shall hold harmless UNESCO, its property, its personnel and the aforesaid persons and shall exonerate them of all responsibility for acts performed in pursuance of this Agreement, unless UNESCO and the Government agree that such claims or liabilities are the result of gross negligence or wilful misconduct by such personnel or such persons. For the purposes of this article, UNESCO personnel shall not be regarded as third parties in claims based on an employment relationship.

3. *Privileges and immunities of UNESCO*

Where questions relating to the privileges and immunities of UNESCO arising from the implementation of this Agreement are concerned, the Government shall apply the provisions of the Convention on the Privileges and Immunities of the Specialized Agencies.¹

4. *Miscellaneous responsibilities*

Recruitment of consultants (where necessary)

At the request of the Government and with its prior agreement, UNESCO shall engage consultants and make the necessary arrangements to pay:

¹ United Nations, *Treaty Series*, vol. 33, p. 261. For the final and revised texts of annexes published subsequently, see vol. 71, p. 318; vol. 79, p. 326; vol. 117, p. 386; vol. 275, p. 298; vol. 314, p. 308; vol. 323, p. 364; vol. 327, p. 326; vol. 371, p. 266; vol. 423, p. 284; vol. 559, p. 348; vol. 645, p. 340; vol. 1057, p. 320, and vol. 1060, p. 337.

- The costs of return travel to their place of assignment, as well as daily subsistence allowances for the period spent away from their normal place of residence for the duration of the contract;
- Insurance premiums;
- Emoluments to which they are entitled under the terms of each contract.

Organization of training activities (where necessary)

UNESCO shall review training programmes submitted by the Government.

The Government, with UNESCO assistance if necessary, shall select suitably qualified trainees.

UNESCO shall inform the Government of the results of the training programme.

Equipment, furnishings and supplies (where necessary)

At the request of the Government, UNESCO shall:

- Make arrangements for identifying, itemizing and purchasing equipment, furnishings and supplies;
- Make arrangements for transporting all such equipment, furnishings and supplies from their point of origin to their point of entry into the country;
- Make arrangements for insuring them from the point of origin to the project site;
- Ensure payment of manufacturers' and suppliers' bills.

Ownership of all equipment, furnishings and supplies shall be deemed to be transferred to the Government or to a body corporate designated by it, upon delivery to the project site.

Once the purchase of equipment and materials necessary for a given project to start up has been approved, the Government shall:

- Make all the necessary arrangements to ensure, at its expense, the importation and customs clearance, receiving transport, maintenance and warehousing of equipment, furnishings and supplies, from the point of entry into the country to the project site;
- Subsequently be responsible for protecting, preserving and insuring them and, if necessary, installing, assembling and replacing them.

Subcontracting

In consultation with the Government, UNESCO shall negotiate and conclude subcontracts and ensure payments in respect of such subcontracts in accordance with the rules, regulations and procedures of UNESCO.
