No. 23194

UNITED NATIONS and FOOD AND AGRICULTURE ORGANIZATION OF THE UNITED NATIONS ON BEHALF OF THE WORLD FOOD PROGRAMME (WFP)

and BRAZIL

Agreement concerning assistance for feeding of pre-school and primary school children in depressed areas of the North-North-eastern region (Brazil-2732) (with annexes). Signed at Brasília on 21 December 1984

Authentic texts: English and Portuguese. Registered ex officio on 21 December 1984.

ORGANISATION DES NATIONS UNIES et ORGANISATION DES NATIONS UNIES POUR L'ALIMENTATION ET L'AGRICULTURE AU NOM DU PROGRAMME ALIMENTAIRE MONDIAL (PAM)

et BRÉSIL

Accord relatif à une assistance alimentaire aux enfants préscolaires et aux élèves des écoles primaires des zones déshéritées au nord de la région du Nord-Est (Brésil-2732) [avec annexes]. Signé à Brasília le 21 décembre 1984

Textes authentiques : anglais et portugais. Enregistré d'office le 21 décembre 1984. AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE FEDERATIVE REPUBLIC OF BRAZIL AND THE WORLD FOOD PROGRAMME/UN/FAO CONCERNING ASSISTANCE FOR FEEDING OF PRE-SCHOOL AND PRIMARY SCHOOL CHILDREN IN DEPRESSED AREAS OF THE NORTH-NORTHEASTERN REGION (BRAZIL-2732)

The Government of the Federative Republic of Brazil and the World Food Programme,

Whereas the Government of the Federative Republic of Brazil (hereinafter referred to as "the Government") has requested assistance from the World Food Programme (hereinafter referred to as "the WFP") for the purpose of implementing a project for nutrition education and supplementary feeding of pre-school and primary school children in depressed areas of the North-Northeastern region; and

Whereas the WFP has agreed to provide such assistance;

Now therefore, being desirous of mutual cooperation in implementing the afore-mentioned project,

Have agreed upon the following:

Article I. Purpose and description of the project and of WFP assistance to it

The purpose of this project is to support the Government's objectives in expanding and improving rural pre-school and primary education through a feeding programme benefiting, over a period of three years, 2,6 million children in the most economically depressed areas of the Northeast region (in the states of Maranhão, Piauí, Ceará, Rio Grande do Norte, Paraíba, Pernambuco, Alagoas and Sergipe) as well as in some depressed areas of Amazonas and Pará. This target represents about 33 percent of the school enrollment in the whole region. The remaining students will continue to be assisted by the Government with its own resources under the national school feeding scheme. The indicative distribution of beneficiaries per State is detailed in Annex I. At the commencement of each exercise, the Foundation for Assistance to the Student (FAE), of the Ministry of Education and Culture, will establish, by mutual agreement with WFP, detailed targets of attendance.

The main specific objectives of this project are:

- (a) To attain an adequate nutritional status of the beneficiaries by providing an adequate food supplement to 520,000 pre-school and 2,080,000 school children attending 6,500 educational establishments, run by the states, municipalities, and philanthropic organizations;
- (b) To foster, wherever possible, the utilization of local foods for improving nutrition through the production of foods and raising of small animals;
- (c) To encourage participation of the community, essentially of women, in the educational process and in the productive activities at school level;

¹ Came into force on 21 December 1984 by signature, in accordance with article V (1).

[(d) To explore new procedures for providing health education and the feasibility of delivering primary health protection services for school children.]

The above figures are indicative of the order of magnitude of the project. Accurate targets will be prepared at the beginning of each school year on the basis of a work plan to be prepared by the project authorities in consultation with WFP.

WFP commodities, together with those provided by the Government (mainly rice, sugar, beans, meat/fish, cassava flour, salt and oil), will be used to prepare a midday meal at the schools 180 days a year. Regional and local menus, which will provide approximately 400 calories and 20 grammes of protein per meal, have been prepared for each State and are available.

Based on the successful experience of past WFP assistance, the project will be operated with the close co-operation of parents, headmasters and teachers. Kitchen utensils will be provided by the Government (State or municipal). Adequate storage of the commodities, preparation of the daily school meal and the day-to-day running of the programme at the school level will be the responsibility of the school personnel.

Wherever feasible, all schools will be required to establish school gardens or to raise small animals in order to provide an opportunity for a practical introduction to agriculture as well as to supplement the school meals. Working in school gardens is already a part of the primary curriculum in some states. Some of the rural schools already have agricultural production activities and the pupils are engaged in growing local food crops, vegetables and fruit, and poultry-keeping. The Government attaches great importance to this training and the State Secretariats of Agriculture are expected to lend the necessary support to this kind of activity in the schools. It is foreseen that about 2,000 schools will benefit from these activities. Parents' associations will also participate in these activities.

Nutrition education, which is an important component of the Government's strategy to achieve the designed objectives of the National Food and Nutrition Programme, will be strengthened at all levels of schooling. Through in-service training and refresher courses, the teachers will be trained in health, hygiene and nutrition education methodology and content. During these training periods, teaching materials will be prepared to assist the classroom teacher to relate the school feeding programme to his or her classroom activities.

The State and Municipal Secretariats of Education will co-ordinate efforts with the State and Municipal Secretariats of Health to establish a health care program for the beneficiary children through the existing public health network. Annual health monitoring, medical and dental treatment, and periodical immunizations will also be carried out. The project will also promote hygiene, health and nutrition education for the whole family of the beneficiaries through the parents' associations.

The project will be co-ordinated, at central level, by the head of the Feeding and Nutrition Support Directorate (DAAN) within FAE "Fundação de Assistência ao Estudante", of the Ministry of Education.

Article II. OBLIGATIONS OF WFP

In addition to the terms and conditions agreed to by the Government and the WFP as set forth elsewhere in this Agreement, WFP undertakes to assume the following specific obligations:

¹ The text in brackets appears in the Portuguese authentic text only and has been translated by the Secretariat.

1. Supply of food aid

(a) WFP will supply to the Government at the ports of Belém, Fortaleza, Manaus, Recife, São Luís and/or Santos, the commodities listed below in quantities not exceeding those specified herein. Their total value (inclusive of the cost of freight and superintendence) is estimated at US\$40,116,000.

	Commodity	Metric tons
(i)	Wheatflour	24,960
(ii)	Dried skim milk	28,080
(iii)	Canned cheese	1,404
(iv)	Canned fish	1,404
(v)	Dried soup	100

- (b) WFP assistance will be provided for a period of three school years from the date of commencement of utilization of WFP commodities.
- (c) The above-mentioned food commodities will be supplied in instalments, according to the current needs of the project. The first instalment will be shipped at the earliest opportunity after WFP has been informed by the Government of the completion of the preparatory measures in accordance with Article III(3). Instalments to be shipped after 31 December 1986 will be contingent on the availability of resources in general and of individual commodities in particular.
- (d) WFP will make arrangements for appropriate insurance of all shipments of commodities to the ports of Belém, Fortaleza, Manaus, Recife, São Luís and/or Santos and make the necessary claims on underwriters on the basis of the report of an independent superintendent to be appointed by WFP. The commodities will be delivered subject to safe arrival, but where substantial loss or damage has occurred during shipment, the WFP will, as far as possible, replace lost or damaged commodities.
- (e) The WFP will, as far, as possible, keep the Government informed of the progress of arrangements for the supply of commodities.
- 2. Supervisory and advisory services
- (a) The WFP will render appropriate advisory services to the Government in connection with the handling, storage, transportation and distribution of commodities.
- (b) The WFP will provide the services of a resident WFP Adviser who will assist and advise FAE and the Secretariats of Education of the States included in the project with regard to the supervision of handling, storage, transportation and distribution of commodities.

3. Project evaluation

- (a) The WFP will undertake, with the cooperation of the Government, and, as appropriate, in collaboration with other United Nations agencies, evaluations of the project to assess:
 - (i) The efficiency of the operations undertaken;
- (ii) The extent to which the purpose of the food aid is achieved;
- (iii) Its effects on the internal production and markets of cereals, milk and derivatives, fish, and of similar products in Brazil, and on the external trade of the country of these and similar products.
- (b) The evaluation referred to in subparagraph (a) above will be undertaken at intervals of not less than 12 months, it being understood that the continuation of

WFP assistance, and the level thereof, will be contingent upon the satisfactory findings of each evaluation.

(c) Any terminal evaluation report(s) on the project will be submitted to the Government for comments and, subsequently, to the UN/FAO Committee on Food Aid Policies and Programmes, together with such comments.

Article III. OBLIGATIONS OF THE GOVERNMENT

In addition to the terms and conditions agreed to by the Government and the WFP as set forth elsewhere in this Agreement, the Government undertakes to assume the following specific obligations:

1. Responsibility for implementation

- (a) The project will be implemented under the responsibility of the Government, which will, out of its own resources or from other sources, provide all personnel, premises, supplies, equipment, services, and transportation, and will defray expenditures necessary for the project; other than the items for which specific obligation is assumed by the WFP under Article II.
- (b) The Ministry of Foreign Affairs will serve as official channel of communications between the Government and the WFP in respect of policy matters related with the project.
- (c) The Foundation for Assistance to the Student (FAE), of the Ministry of Education and Culture, through its Presidency and its Feeding and Nutrition Support Directorate, will liaise with the WFP in respect of the technical and administrative matters related with the project.
- (d) FAE, with the participation of the State and Municipal Secretariats of Education, will prepare annual plans before each school year. The plans will include the number of beneficiary children, the location of each pre-school institution and primary school, and the required allocation of commodities to be supplied by both the WFP and the Government. Whenever possible, in each State and municipality, these plans will also include the programmed interventions of the Secretariats of Health and Agriculture.
- (e) The federal Government will annually apply, through FAE, the amount equivalent to approximately US\$360 million for the acquisition of commodities, operational costs and payment of technical and administrative personnel of the programme at central level. In 1985, this amount has already been allocated.
- (f) Running costs at the State and local levels will be defrayed by the respective Governments, and they are estimated at approximately US\$260 million, annually.
- (g) For the co-ordination of the project, FAE's personnel structure at central level will be utilized, and it will comprise 124 graduated professionals (nutritionists, economists, administrators, psychologists, pedagogues, accountants) and 168 medium-level administrative assistants, while at the State and municipal levels the States' and municipalities' operational structures will be used.
- (h) Concerning the unloading and clearance of the commodities supplied by the WFP at the ports of Belém, Fortaleza, Manaus, Recife, São Luís and/or Santos:
- 1) Delivery of and title to commodities shipped by the WFP on liner terms will be taken by the Government as and when the commodities are landed onto the quay or, in the event of lighterage, upon discharging into the lighter. However, when the lighterage is arranged by and/or is the responsibility of shipowners, the delivery will take place upon landing onto the quay from the lighter.

- 2) In the case of commodities shipped by the WFP pursuant to a charter-party entered into between the WFP and Owners or Disponent Owners, delivery of and title to commodities shipped on such basis shall be taken by the Government in the holds of the ship, or in the case of lighterage, in the holds of the ocean vessel, as the commodities are taken up in the discharging tackle or apparatus.
- 3) In all cases the Government undertakes to ensure the expeditious unloading of the vessel, truck and other conveyance.
- 4) From the point of delivery all expenses, including *inter alia* the cost of import duties, taxes, levies, as well as harbour, wharfage, warehousing, lighterage, landing, sorting and similar dues, will be paid or waived by the Government.
- 5) In the case of discharge of commodities shipped pursuant to a charter-party between the WFP and Owners or Disponent Owners, any demurrage caused by the Government failing to arrange prompt berthing and/or discharge ex-vessel or conveyance, will be for the account of the Government.
- 6) In all other contracts of carriage, damages for detention caused by the Government failing to take prompt delivery, will be for the Government's account.
- 7) If any of the above charges are paid by the WFP in the first instance, a prompt reimbursement will be arranged by the Government.
- 8) The Government will allow WFP-appointed superintendents to survey the condition of commodities at the time of discharge or as soon as possible thereafter to determine their condition and the extent of losses and/or damages, so that an outturn certificate can be prepared and, if necessary, action can be taken against the carrier or insurance underwriter for such losses and/or damages.
- 9) Notwithstanding any other terms contained herein, the WFP shall have the sole right to pursue all claims against sea or land carrier in relation to loss of or damage to the goods which occurs prior to the passage of title, and to pursue, abandon or settle such claims at its discretion, and if and insofar as property and/or risk may have passed, the WFP shall do so as agent on behalf of the Government, who shall lend its name to any legal proceedings, if the WFP so requires.
- 10) Without prejudice to the definition of "passage of title" described above, when physical delivery extends beyond the point of passage of title, the WFP will have the right, at its discretion, to claim, on behalf of the Government, for losses sustained between passage of title and physical delivery.
- 11) In any event, the time and place of passage of title, as stated above, shall not be affected by any endorsement or consignment of the bill of lading. Any such endorsement or consignment will be solely for the administrative convenience of the WFP or the recipient authorities.
- 12) In respect of shipments in bulk on chartered vessels, the weights stated in the bill of lading are to be considered as final between the WFP and the recipient Government. On arrival of the vessel, the WFP will arrange for a draft survey to ascertain, by close approximation, the quantity of cargo on board. Should the weight on board, as ascertained by the draft survey, indicate a substantial discrepancy between that weight and the bill of lading weight, the WFP will investigate such discrepancy in full cooperation with the Government. On completion of discharge, it is the responsibility of the Government to ensure that no cargo is left on board the vessel. If the vessel carried cargo for more than one port, it is the responsibility of the Government to ensure that the correct quantities are discharged at each port.

- 13) As regards shipments arriving in containers loaded and carried under "Full Container Load" (F.C.L.) terms, the Government is responsible for the unstuffing of the containers. The WFP Superintendent should be present at the unstuffing of the containers in the discharge port, which should take place upon unloading from the vessel. Any damage or losses found at that time will be considered to have occurred during the period when WFP had title to the cargo. If the unstuffing of the containers is delayed and/or takes place without WFP superintendents being present, any damage or losses will be considered to have occurred after the time at which the WFP has passed title to the Government. If the containers are transported from the port of discharge, unopened, to the project site, for the convenience of the Government, WFP superintendents will not be required to travel to the place of unstuffing, and any losses and/or damage will be for the account of the Government, who will have the right to claim for such losses from the carriers.
- (i) Adequate handling and appropriate transport of WFP commodities from the ports to the storage centres and ultimately to the distribution points, at an estimated cost equivalent to US\$3 million.
- (j) Appropriate storage premises, inspection of storage, warehouse hygiene, disinfestation, fumigation and/or reconditioning of commodities, at an estimated cost equivalent to US\$2 million.
- (1) Local food, at an estimated cost, at the site of distribution, equivalent to US\$320 million.

Commodity	Metric tons	
Beans	8,000	
Rice	20,000	
Dried meat (charque)	2,500	
Corn meal	5,000	
Manioc flour	6,000	
Food blends	20,000	
Sugar	15,000	
	76,500	
Soybean oil		5,000,000 tins
Eggs		1,000,000 dozens

Note. In the case where some of these commodities are not available, they can be replaced by similar ones.

- (m) Preparation for distribution of WFP commodities at an estimated cost equivalent to US\$3 million.
- (n) A contribution towards the local operating costs of the WFP Office. The facilities to be provided and the amount to be paid annually will be negotiated separately between the Government and the WFP, in accordance with the decision taken by the Comittee on Food Aid Policies and Programmes at its 8th Session (Document WFP/CFA: 8/20 paragraph 131).
- (o) Other services and supplies at an estimated cost equivalent to US\$500,000, annually.
- 2. Utilization of commodities
- (a) WFP food assistance is intended to supplement the foods that the Government will be purchasing to be supplied free of charge to pre-school and primary

school children in the form of a snack/meal complementing their diet. The beneficiaries will receive the WFP rations as follows:

Commodity	Weight* (grs)	Days per year	Beneficiaries
Dried skim milk (enriched with Vitamin A)	20	180	2,600,000
Wheatflour	40	80	2,600,000
Canned fish**	20	90	390,000
Canned cheese**	20	90	390,000
Dried soup	40	50	50,000

- (b) Distribution from the warehouses to the pre-school institutions and primary schools will be made monthly or bi-monthly by the State or municipal Secretariats of Education and the communities, together with the supply of Government-provided foods, according to a distribution plan based on the number of children in each institution. Each recipient institution will serve the food free of charge in the form of a cooked meal, prepared in combination with local foods supplied by the Government and those produced in the school gardens. Adequate cooking facilities are available in all schools.
- (c) Local food products to be made available through FAE to the beneficiaries in the participating primary schools, in addition to the WFP assistance, will include rice, beans, corn meal, dried meat (charque), sugar, soybean oil, food blends, and fresh food from local supplies.***
- (d) The Government will make such arrangements as may be necessary for the beneficiaries to be instructed in the proper use of unfamiliar foods.
- (e) The Government will take measures to prevent unauthorized sale of commodities.
- (f) Sanitary inspections of kitchens and all places where commodities are prepared for consumption and are handled and stored will be carried out on a regular basis by Government inspectors.
- (g) In the event of failure on the part of the Government to utilize any of the commodities furnished by the WFP in the manner stated in Article III(2)(a) above, the WFP may, without prejudice to the application of Article V(3)(b), require the return to the point of original delivery of such commodities.

3. Readiness for commencement

- (a) On completion of the measures preparatory to the commencement of food assistance to the project, the President of FAE will notify the WFP in writing of the amounts of funds authorized for expenditure and the arrangements made for each of the items enumerated in Article III(1)(c) and the latest estimate of the number of beneficiaries.
- (b) The Government will endeavour to adopt the measures specified in the foregoing sub-paragraph as expeditiously as possible, it being understood that the WFP reserves the right to postpone the implementation of the project, to reduce the quantity or modify the composition of the food aid or to cancel the project, if the Government fails to transmit to the WFP a satisfactory notification of readiness within three months from the date of entry into force of the present Agreement, un-

^{*} Based on daily menus, which include foods supplied by the Government.

^{**} These commodities are intended exclusively for those schools where the supply of Government-provided fresh fish or meat would not be possible in view of the distances involved and the difficulties for storing fresh food.

^{***} Individual daily rations to be supplied by the Government and made an integral part of this Agreement.

less the causes for delay, which the Government may indicate prior to the expiry of the afore-mentioned three-month period, are recognized by the WFP as being attributable to factors beyond the control of the Government.

Facilities for observing the project

The Government will provide the WFP, its officers and consultants with facilities for observing the operations of the project at all stages.

5. Information concerning the project

- The Government will furnish the WFP with relevant documents for accounts, records, statements, reports, and other information as the WFP may request concerning the execution of the project or concerning the fulfilment by the Government of any of its responsibilities under this Agreement.
- (b) Progress reports: the Foundation for Assistance to the Student will, at the end of each calendar quarter, provide the WFP with a report on the progress of the project containing the information as set forth in the Annex to this Agreement. Ten copies of the report will be sent through the WFP Representative accredited to the Federative Republic of Brazil.
- (c) Additional records: the Government will maintain and furnish to the WFP, upon request, such further records on the performance of the project as may be needed for carrying out the evaluation of the project, in accordance with Article II(3). These records should provide information according to an evaluation plan to be agreed upon between the WFP and the Government establishing the scope and approximate time intervals of the evaluations.
- Accounts and audit: the Government will keep, and account for, commodities provided by the WFP separately from other project supplies, and will furnish the WFP annually* and on termination** of WFP aid to the project with accounts which have been audited and certified by the Government auditor. The accounts will show the quantity of each commodity received from WFP, and the quantities distributed. lost and present of each commodity at each storage centre, as well as the number of beneficiaries to whom they were distributed.

Continuation of the purpose of the project

This project is aimed at alleviating the nutritional deficiencies of children in the most affected areas of the North-Northeastern region. It is expected that, at the end of this project, the efforts for rehabilitation of the socio-economic infrastructure will have succeeded to the extent that the Government will be able to pursue the objectives of this project entirely with national resources.

Article IV. FACILITIES, PRIVILEGES AND IMMUNITIES

The officers and consultants contracted by WFP and other people performing services on behalf of the WFP — whose nationality is not Brazilian and who do not have permanent residence in Brazil - will enjoy the same facilities, privileges and immunities as are afforded to such officers of the United Nations Specialized Agencies.

^{*} The term "annually" signifies "at the end of twelve calendar months beginning with the month in which the first shipment of WFP commodities for the project was received by the Government, or "at the end of each Government fiscal year", as may be appropriate for purposes of auditing the accounts.

** As defined in Article V(2).

- 2. The Government shall apply the provisions of the Convention on the Privileges and Immunities of the Specialized Agencies' to the World Food Programme, its property, funds and assets and to its officials and consultants.
- 3. The Government shall be responsible for dealing with any claims which may be brought by third parties against the WFP or against its officials, consultants or other persons performing services on behalf of the WFP under this Agreement, in the sense that the Government will intervene in any such claims, in accordance with the Brazilian law and the applicable treaties in force at that moment. The Government shall hold the WFP and the persons mentioned in the first sentence of this paragraph harmless in case of any claims or liabilities resulting from operations under this Agreement, in accordance with the Brazilian law, the terms of this Agreement, and applicable treaties in force at that moment, except in cases where it is agreed by the Government and the WFP that such claims or liabilities arise from the gross negligence or wilful misconduct of such persons.

Article V

- 1. This Agreement will come into force upon signature by the Government and the WFP.
- 2. The project will be considered terminated when distribution of the WFP commodities to the beneficiaries is completed.
- 3. a) This Agreement may be modified or terminated before complete fulfilment by mutual consent between the Parties to this Agreement, as expressed in an exchange of letters.
- b) In the event of failure by one Party to fulfill any of its obligations under this Agreement, the other Party may either i) suspend the discharge of its own obligations by giving written notice to that effect to the defaulting Party or ii) terminate the Agreement by giving written notice of sixty days to the defaulting Party.
- c) Any WFP commodities remaining unused in Brazil on completion of the project, or at the termination of the present Agreement by mutual consent, will be disposed of as may be mutually agreed upon between the Parties to this Agreement.
- 4. The obligations assumed by the Government under Article IV of this Agreement shall survive the suspension or the termination of this Agreement under the foregoing Section 2 to the extent necessary to permit orderly liquidation of operations and withdrawal of the property, funds and assets of the WFP and the officials and other persons performing services on behalf of the WFP in the execution of this Agreement.
- 5. Any dispute between the Government and the World Food Programme arising out of or relating to this Agreement, which cannot be settled by negotiation or other agreed mode of settlement, shall be submitted to arbitration at the request of either Party. The arbitration shall be held in Rome. Each Party shall appoint and brief one arbitrator and advise the other Party of the name of its arbitrator. Should the arbitrators fail to agree upon an award, they shall immediately appoint an umpire. In the event that within thirty days of the request for arbitration either Party has not appointed an arbitrator, or that the arbitrators appointed fail to agree on an award and on the appointment of an umpire, either Party may request the President of the International Court of Justice to appoint an arbitrator or an umpire, as the

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.

case may be. The expenses of the arbitration shall be borne by the Parties as laid down in the arbitral award. The arbitral award shall be accepted by the Parties as the final adjudication of the dispute.

In witness whereof, the undersigned, being duly authorized, have signed this Agreement.

Done in two copies in English and two in Portuguese, all of which are equally authentic. At Brasília on the 21st of December of 1984.

For the Government of the Federative Republic of Brazil:

[Signed]

RAMIRO SARAIVA GUERREIRO

For the World Food Programme:

[Signed]

PETER KÖENZ

ANNEX I

COVERAGE OF BENEFICIARIES PER STATE

	Number of Beneficiaries		
State	Total	WFP	Comments
Maranhão	697,000	288,000	
Piauí	550,000	228,000	
Ceará	1,017,000	421,000	
Paraíba	560,000	232,000	
Sergipe	297,000	123,000	
Alagoas	334,000	138,000	
Pernambuco	1,247,000	516,000	
R.G. do Norte	456,000	189,000	
Amazonas	356,000	147,000	
Pará	770,000	318,000	
Total	6,284,000	2,600,000	

ANNEX III

Brazil-2732 — "Assistance for feeding of pre-school and primary school children in depressed areas of the North-Northeastern region"

¹ Not published herein in accordance with article 12(2) of the General Assembly regulations to give effect to Article 102 of the Charter of the United Nations, as amended in the last instance by General Assembly resolution 33/141 A of 19 December 1978.