

No. 27503

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

**Agreement on technical cooperation (with annexes). Signed at
Buenos Aires on 14 August 1989**

Authentic text: Spanish.

Registered ex officio on 14 August 1990.

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

**Accord de coopération technique (avec annexes). Signé à
Buenos Aires le 14 août 1989**

Texte authentique : espagnol.

Enregistré d'office le 14 août 1990.

[TRANSLATION — TRADUCTION]

AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE ARGENTINE REPUBLIC, THE GOVERNMENT OF THE EASTERN REPUBLIC OF URUGUAY AND THE UNITED NATIONS, THROUGH THE ECONOMIC COMMISSION FOR LATIN AMERICA AND THE CARIBBEAN (ECLAC)

The Government of the Argentine Republic and the Government of the Eastern Republic of Uruguay, on behalf of the Commission on Cooperation for the Development of Frontier Areas between Argentina and Uruguay (hereinafter referred to as "CODEFRO"), represented by Ambassador Juan Schiaretti and Ambassador Julio César Lupinacci, respectively, and the United Nations, through the Economic Commission for Latin America and the Caribbean (hereinafter referred to as "ECLAC"), represented by Mr. Guillermo A. Macció, Director of the ECLAC Office in Buenos Aires, Argentina, on behalf of Mr. Gert Rosenthal, Executive Secretary of ECLAC, have signed this Agreement on technical cooperation, consisting of the following articles:

Section I. BACKGROUND INFORMATION

1.01. The Inter-American Development Bank (IDB), the Government of the Argentine Republic and the Government of the Eastern Republic of Uruguay, on behalf of the Commission on Cooperation for the Development of Frontier Areas between Argentina and Uruguay (CODEFRO), signed, on 14 August 1990, an Agreement on non-refundable technical cooperation, under which IDB granted to CODEFRO a contribution of up to US\$ 150,000 in order to promote the definition of priorities in the area of binational frontier integration, the development of a plan of action in each area to which priority is assigned and the preparation of a request for technical cooperation to support the various activities which CODEFRO wishes to encourage in the region.

1.02. The outcome of these activities will be: (a) the definition and formulation of a programme of frontier integration, to be implemented in stages, in accordance with a series of longer-term estimates; (b) the technical assistance requirements for the first stage of programme implementation.

1.03. CODEFRO has requested ECLAC to cooperate in the development of the programme under the terms set forth below.

Section II. PURPOSE OF THE AGREEMENT

2.01. The purpose of this Agreement is to provide for technical cooperation by ECLAC to CODEFRO in the development of the programme, in accordance with the project execution modalities described in section III, in the following areas:

(a) The starting-point for these activities shall be the package of proposals contained in the ECLAC study carried out in the context of Project PNUD/ARG 83-011, with the support of the Ministry of Foreign Affairs of Uruguay, the proposals

¹ Came into force on 14 August 1989 by signature, in accordance with article 11.

being consolidated into four main areas: production sectors, social and institutional aspects, tourism, and environment and infrastructure.

(b) On that basis, the definition and selection of actions to which priority is to be assigned, the ranking of projects and the development of a schedule of activities in the region, incorporating the ideas and proposals of representatives of the region, shall be initiated.

(c) The technical team shall also cooperate with CODEFRO in identifying the means and the instruments which they deem necessary in order to carry out the previously selected activities and actions, and in seeking and identifying other possible sources of international cooperation.

(d) The technical assistance requirements shall include:

- A description of the proposed programme activities. The level of specificity and detail in the description of each activity shall be such as to make it possible to determine clearly whether these activities involve prefeasibility or feasibility studies, engineering studies, bid documents, financing proposals, specific forms of binational cooperation, institutional requirements, procurement requests or other types of concrete actions. The binational character of the proposed activities and their contribution to regional development must be explicitly described and documented.
- A description of the functions and terms of reference of the consultants and/or advisers required for the implementation of the above-mentioned activities.
- A description of other activities and initiatives which may be required for the implementation of the above-mentioned activities.
- An execution schedule for the technical assistance envisaged.
- A tentative description of the binational institutions involved, coordination among them and the institutional and organizational mechanism for project execution.
- A preliminary budget, itemized to the extent possible, taking into account such categories as advisory services, travel expenses, training and equipment.
- Possible sources of financing of technical cooperation which are complementary and/or additional to that provided by the Bank.

2.02. The scope of the projects may be adjusted or modified by mutual agreement between CODEFRO and ECLAC with the approval of IDB.

Section III. PROJECT EXECUTION

3.01. The projects which embody the above-mentioned technical cooperation shall be executed at the ECLAC Office in Buenos Aires, Argentina. To this end, ECLAC agrees to designate the expert advisers and consultants at that Office who may be needed in each case. ECLAC shall be responsible for the administration and management of the projects.

3.02. The projects executed by the technical team shall be carried out in accordance with the terms of reference set forth in annex I.

3.03. The programme shall be supported at three levels: at the political level, it shall be incumbent upon CODEFRO to provide general guidelines and supervision for the projects; secondly, the technical team of experts and consultants shall

execute the projects under those guidelines and, lastly, frontier area residents, economic agents and institutions are expected to make a major contribution with regard to the scope, modalities, priorities and timing of the proposed actions and, in general, their relevance to the goals envisaged.

3.04. Discussion and ongoing communication among the three levels mentioned are provided for through working meetings and other contacts. There shall be an initial programme presentation meeting, to which participants in other frontier integration experiments, such as those which are currently being carried out by some countries within the framework of the Cartagena Agreement and by other countries members of IDB, shall be invited. The initial meeting shall be followed by separate meetings for each of the four areas mentioned in paragraph 2.01, at which the grounds for assigning priority to the proposed activities shall be discussed, with a view to eliciting ideas and comments from frontier area residents, economic agents and institutions concerning the priorities and the action modalities which it is proposed to recommend. Likewise, another general meeting is to be held once the draft frontier integration programme has been prepared and the technical assistance needs have been identified, prior to their approval by the Director.

Section IV. EXECUTION PERIOD

4.01. The execution period shall begin on the date on which this Agreement is signed, and shall continue for six and one half months thereafter, provided that the execution schedule does not suffer any delays attributable to ECLAC during the period prior to the recruitment of the Technical Coordinator; otherwise, the execution period shall be extended accordingly.

4.02. The activities of the advisers and consultants designated in Buenos Aires shall, to the extent possible, begin within a period not exceeding 60 days from the date on which ECLAC receives the corresponding total payment, in accordance with the provisions of paragraphs 5.01 and 5.06 of this Agreement.

4.03. The expert advisers and consultants referred to in paragraph 3.01 above shall perform their functions within the time-limits of this Agreement.

4.04. The execution period of the Agreement may be extended by mutual agreement between CODEFRO and ECLAC, with the approval of IDB.

Section V. COST OF THE AGREEMENT AND FORM OF PAYMENT

5.01. ECLAC shall, upon the signing of this Agreement on technical cooperation, receive the sum of US\$ 150,000 (one hundred fifty thousand United States dollars), in accordance with the itemized budget estimates set forth in annex III to this Agreement, charged against the funds which IDB shall provide under the terms of the Agreement on non-refundable technical cooperation mentioned in paragraph 1.01 above.

5.02. ECLAC shall establish a special trust fund with the funds which it receives from CODEFRO. The funds shall be administered, supervised and audited in accordance with the Financial Regulations and Rules of the United Nations. The final cost of the Agreement shall be the amount actually required for the performance of the budget estimates, provided that such amount does not exceed the sum specified in paragraph 5.01 above.

5.03. The stipulated cost per each short-term consultant/month shall cover only the consultants' fees and travel expenses.

5.04. The total estimated cost of this Agreement shall include an allowance of 13 per cent for administrative support costs.

5.05. It is likewise agreed that ECLAC shall retain 1 per cent of the net remuneration of the advisers and consultants recruited by it to cover any claim for service-incurred death, injury or illness, in accordance with the provisions of the United Nations Staff Rules, appendix D.

5.06. The payment shall be made in United States dollars and shall be deposited by CODEFRO, or by IDB, to the following account:

ECLAC TRUST FUND ACCOUNT

No. 015-001784

Chemical Bank

United Nations Branch

New York, N.Y. 10017

5.07. ECLAC agrees to provide CODEFRO with a quarterly statement of the expenditures charged against the funds mentioned in this section V, and with a final financial statement prepared in accordance with United Nations accounting and reporting procedures.

5.08. Where, for the purposes of providing balances and summary tables of expenditures, it is necessary to use United States dollar equivalents or vice versa, the United Nations operational exchange rate in effect during each month in which expenditures were incurred shall, in every instance, be used.

Section VI. SUBMISSION OF REPORTS

6.01. ECLAC shall prepare the final document and shall submit it to CODEFRO within the time-limits of this Agreement and in accordance with the established schedule (annex II).

6.02. CODEFRO agrees to provide ECLAC with the personal history of the counterpart technical staff and with such assistance as the preparation of the reports may require.

6.03. ECLAC shall prepare any additional report which CODEFRO or IDB may reasonably request of it in connection with the execution of the projects.

6.04. The report referred to in paragraph 6.01 above shall be reviewed by CODEFRO, which shall convey its approval or its observations to ECLAC within a period of 30 days following the delivery of the report. If CODEFRO or IDB make any observations, ECLAC shall duly consider them and shall, within a period of 30 days from the date on which it receives such observations, incorporate into the report any additions or amendments which may be appropriate.

Section VII. RECRUITMENT OF THE EXPERT CONSULTANTS AND ADVISERS

7.01. ECLAC shall recruit and shall administer the contracts of the personnel assigned to this project in accordance with the Staff Regulations and Rules of the United Nations. The consultants and advisers shall be covered by the provisions of the Convention on the Privileges and Immunities of the United Nations,¹ as stipulated in the agreements on technical cooperation signed by the Governments of Argentina and Uruguay, respectively.

¹ United Nations, *Treaty Series*, vol. 1, p. 15 and vol. 90, p. 327 (corrigendum to vol. 1, p. 18).