No. 31186

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

Cooperation Agreement (with annex). Signed at Santiago on 6 September 1994

Authentic text: English.

Registered ex officio *on 6 September 1994.*

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

Accord de coopération (avec annexe). Signé à Santiago le 6 septembre 1994

Texte authentique : anglais.

Enregistré d'office le 6 septembre 1994.

CO-OPERATION AGREEMENT[1] BETWEEN THE GOVERNMENT OF ITALY AND THE UNITED NATIONS

Whereas the Government of Italy (hereinafter referred to as "The Government") represented by the Ambassador of Italy in Santiago, Chile, wishes to co-operate with the Economic Commission for Latin America and the Caribbean on behalf of the United Nations (hereinafter referred to as "ECLAC"), represented by its Executive Secretary, in the implementation of a technical co-operation project entitled "Urban management in selected medium size cities of Latin America" (hereinafter referred to as "the project").

Whereas ECLAC welcomes the willingness of the Government to finance the project, which will be executed and administered by ECLAC, as detailed in the project document that has been submitted to the Government, which is annexed as an integral part of this agreement.

Whereas the Government and ECLAC feel confident that the responsbilities evolving upon each as a result of entering into this agreement will be fulfilled in a spirit of friendly co-operation and on the basis of mutual understanding.

Now, therefore, ECLAC and the Government of Italy hereby agree as follows:

Article I

FINANCIAL ARRANGEMENTS

1.1. The Government contribution to meet the total cost of the project is US$ 870.552 (eight hundred seventy thousand, five hundred and fifty two dollars of the United States of America) which amount will be charged against yearly contributions of 1994, 1995 and 1996 to ECLAC, in accordance with the following annual disbursement calendar: (*a*) US$ 259,674 during 1994; (*b*) US$ 273,234 during 1995; (*c*) US$ 337,644 during 1996.

1.2. The Government will take action to promptly effect the first disbursement of the project funds corresponding to 1994, in accordance to its internal procedures. ECLAC shall spend the funds of the first disbursement for the implementation of the project activities only after the signature of this Agreement. The Government will provide the second disbursement, corresponding to 1995, as well as the third, corresponding to 1996, upon receipt and evaluation of a progress report, — according to the schedule of periodic project reports that are mentioned in Article III *infra*, of this Agreement, — and a financial statement concerning the expenditures incurred for each amount disbursed.

1.3. The Government shall deposit the aforesaid funds in United States Dollars into ECLAC's Project Trust Fund Account No. 015-001784 in the Chemical Bank, United Nations Branch, New York, N.Y. 10017. The deposits made by the Government should make a clear reference to the project against which it should be credited.

[1] Came into force on 6 September 1994 by signature, in accordance with article V (1).

Article II

Administration of the trust fund

2.1. The funds shall be administered in accordance with the financial Rules and Regulations of the United Nations and shall be subject to all the provisions made therein relating to accounting, reporting, and evaluation of funds-in-trust. All financial accounts and statements shall be expressed in United States dollars.

2.2. The Trust Fund shall be charged with expenditures incurred by ECLAC in the performance of project activities under this agreement. The Trust Fund will also be charged with thirteen par cent (13 %) of all expenditures from the Trust Fund, which percentage shall be a charge for programme support services provided by ECLAC in the implementation of the project.

2.3. In case not all allocated funds are disbursed for planned activities, the unused funds shall be at the disposal of the Government. Any accrued interest of the funds deposited under this agreement, may be used by ECLAC to support the achievement of the specific project objectives, also by extending some of its activities, in consultation with and upon the authorization of the Government.

Article III

Disbursement of funds and reports

3.1. ECLAC shall commence and continue to conduct operations under this agreement and as described in the programme of work of the project, on the receipt of the contribution an schedule of payments mentioned in Article I *supra.* All ECLAC disbursements shall be made in accordance to applicable rules and regulations of the United Nations. ECLAC will not make any commitments or disbursements above the amounts specified for expenditure in the project budget approved by the Government, and until funds have been received to cover such commitments or disbursements.

3.2. On an annual basis ECLAC shall provide the Government with an account of funds disbursed against the project, in accordance with standard United Nations procedures. ECLAC shall also provide an estimate of funds required to cover further expenditures to be incurred for the implementation of the project during the subsequent annual period, and shall request the Government to deposit the amount payable for such period. All accounts will be presented in US dollars.

3.3. ECLAC will provide the Government with substantive progress reports at the end of each year, containing a detailed description of project activities, and an assessment of the achievement of the specific project activities during the reporting period. A final substantive report will be forwarded to the Government within two months after the completion of project activities.

Article IV

Supplementary agreements and settlement of controversies

4.1. The parties may enter into such supplementary agreements and arrangements for the implementation of the project as may be found desirable to achieve in full the objectives of the project.

4.2. Any dispute, controversy or claim arising out of or in connection with this agreement or any breach thereof, shall, unless it is settled by direct negotiation, be settled in accordance with the provisions of Article VIII of the Convention on the privileges and immunities of the United Nations, done at New York, February 13, 1946.[1]

Article V

DURATION AND TERMINATION

5.1. This agreement shall enter into force upon signature thereof by both parties and remain in force until the completion of all the activities of the project.

5.2. This agreement may be terminated at any time by either party upon giving three months advanced notice in writing to the other party.

5.3. Despite the expiration or termination of this agreement, the obligations assumed by the parties vis-a-vis project personnel shall be fulfilled in accordance with United Nations Rules and Regulations.

IN WITNESS THEREOF, the authorized representatives of the parties thereto, have signed this agreement in three originals in the English language at Santiago, Chile, on the 6th day of September 1994.

For the Government of Italy:

[*Signed*]

MICHELANGELO PISANI
Ambassador

For the United Nations Economic Commission for Latin America and the Caribbean:

[*Signed*]

GERT ROSENTHAL
Executive Secretary

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

PROJECT PROPOSAL SUBMITTED BY THE ECONOMIC COMMISSION FOR LATIN AMERICA AND THE CARIBBEAN TO THE GOVERNMENT OF ITALY

Project title: Urban Management in Selected Medium-size Cities of Latin America

Project number:	ITA/89/006/Rev.5
Geographical scope:	Regional, Latin America
Project venue:	Santiago, Chile
Project duration:	36 months
Proposed starting date:	1993
Project budget:	US$ 1,530,552
— Government of Italy:	US$ 870,552
— ECLAC, in kind:	US$ 660,000

Executing agency: Economic Commission for Latin America and the Caribbean (ECLAC), through its Division of Environment and Human Settlements

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