COMPLEMENTARY AGREEMENT TO THE REVISED STANDARD AGREEMENT BETWEEN THE GOVERNMENT OF THE FEDERATIVE REPUBLIC OF BRAZIL AND THE UNITED NATIONS, THE INTERNATIONAL LABOUR ORGANIZATION, THE FOOD AND AGRICULTURE ORGANIZATION OF THE UNITED NATIONS, THE UNITED NATIONS EDUCATIONAL, SCIENTIFIC AND CULTURAL ORGANIZATION, THE INTERNATIONAL CIVIL AVIATION ORGANIZATION, THE WORLD HEALTH ORGANIZATION, THE WORLD INTERNATIONAL TELECOMMUNICATION UNION, THE WORLD METEOROLOGICAL ORGANIZATION, THE INTERNATIONAL ATOMIC ENERGY AGENCY, AND THE UNIVERSAL POSTAL UNION REGARDING THE OPERATION OF THE UNDP THEMATIC FACILITY ON POVERTY REDUCTION IN BRAZIL

The Government of the Federative Republic of Brazil

and

The United Nations Development Programme (hereinafter referred to as the "Parties")

Considering:

Whereas the cooperation between the Parties is based on the Revised Standard Agreement between the Government of the United States of Brazil and the United Nations, the International Labour Organization, the Food and Agriculture Organization of the United Nations, the United Nations Educational, Scientific and Cultural Organization, the International Civil Aviation Organization, the World Health Organization, the World International Telecommunication Union, the World Meteorological Organization, the International Atomic Energy Agency, and the Universal Postal Union, signed on 29 December 1964, and the Convention on the Privileges and Immunities of the United Nations, signed on 13 February 1946;

Whereas South-South cooperation is one of the means capable of promoting effective development through the dissemination, learning and sharing of best practices, resources and technical knowledge among developing countries with a view to strengthening their ability to attain positive benefits from economic globalisation;

Whereas, to that end, the United Nations Development Programme (hereinafter referred to as the "UNDP") has decided to establish, in partnership with the Government of the Federative Republic of Brazil (hereinafter referred to as the "Government"), a Thematic Facility on Development Policies, Inclusive Growth and Poverty Reduction, that shall serve as a resource for all regions in the world, with regard to Development and Inclusive Growth issues;

Whereas the Government is interested in acting conjointly with the UNDP in the establishment of UNDP's Thematic Facility on Poverty Reducion.

Have agreed as follows:

TITLE I Object

### Article 1

The UNDP Thematic Facility on Development Policies, Inclusive Growth and Poverty Reduction (hereinafter called "International Policy Centre for Inclusive Growth - IPC-IG") shall be established in the city of Brasília, with the aim of creating a vehicle for the promotion of learning; creating an information network on development policies, inclusive growth and poverty reduction worldwide, especially among developing countries; and to facilitate the exchange of experience, knowledge and technical and institutional capacities for analysis, institutional design and formulation of development policies with inclusive growth and fight against poverty among countries that currently lack adequate expertise for meeting the challenge of institutional innovation, that engenders inclusive growth, poverty reduction and human development.

#### Article 2

The IPC-IG will promote the exchange of development best-practices, including through South-South cooperation, in order to strengthen country capacities through the design of policies for inclusive growth and reduction of poverty and inequality, as well as through direct provision of advisory services and support to the establishment of knowledge-based networks on key areas of institutional innovation in education, markets, inclusive growth, pobreza, social development and macroeconomic policy analysis.

## Article 3

- 1. The services offered by the IPC-IG will include, *inter alia*, the organization of high-level advisory missions to other countries; the reception of guest policy-makers and researchers; training and activities of capacity development regarding the design of policies for inclusive growth and reduction of poverty and inequality; support to the establishment of knowledge networks on socio-economic policy analysis; and the establishment of partnerships with institutions in other countries which are responsible for policy formulation.
- 2. Emphasis will be placed on promoting the creation of synergy among experts and institutions from developing countries, in what refers to the design of policies for inclusive growth and reduction of poverty and inequality.

## TITLE II Execution

## Article 4

The Government designates the Secretariat of Strategic Affairs of the Presidency of the Republic (hereinafter referred to as "SAE") as the focal point of the Government for the accomplishment of actions and activities of IPC-IG.

### Article 5

The UNDP and the SAE shall cooperate to enable the IPC-IG to offer world class knowledge and expertise through services that will be provided directly or coordinated by the IPC-IG in five main areas:

- a) Social protection;
- b) Technological innovation;
- c) Inclusive growth;
- d) Sustainable development; and
- e) Measurement of poverty and living standards and poverty reduction strategies.

# TITLE III Operational Procedures

#### Article 6

- 1. UNDP shall develop, in consultation with SAE, within their respective attributions, all activities arising from this Complementary Agreement, which shall be consistent with their respective mandates, regulations, rules and procedures.
- 2. The conception and implementation of actions arising from the present Complementary Agreement that involve technical cooperation shall be conducted by the Ministry of External Relations, through the Brazilian Agency for Cooperation, according to the provisions of Decree 5.979, dated 6 December 2006.

#### Article 7

The actions and activities developed within the scope of this Complementary Agreement shall be based on annual workplans to be developed by UNDP, in consultation with SAE, aiming at achieving the purpose established herein.

#### Article 8

The activities of the IPC-IG shall be developed under the coordination of a Director, to be chosen by mutual consent by the Government and the UNDP.

## Article 9

The activities of the IPC-IG shall be subjected to annual evaluation and approval by an Executive Council, composed by a representative nominated by the Head Minister of the Secretariat of Strategic Affairs of the Presidency of the Republic, by a representative nominated by the UNDP Administrator, by the Executive-Under-Minister of the Secretariat of Strategic Affairs of the Presidency of the Republic, by the President of the Applied Economic Research Institute Foundation – IPEA, by a representative of the Ministry of External Relations, and by the Director of IPC-IG, which will act as its Executive-Secretary.

### TITLE IV

Administrative and Financial Obligations of the Parties

## Article 10

UNDP shall bear, fully or in part, the following expenses required for maintaining the IPC-IG:

- a) Salaries for the Director and members of the international staff of the IPC-IG, as well as to international personnel periodically commissioned at the Center.
- Expenses in respect of other types of collaboration such as consultancy and ad hoc commissions.
- c) Contributions to cover, whenever necessary, short-term expert missions, aimed at facilitating the assessment of problems specific to developing countries within the programme of activities developed by the IPC-IG.
- d) Contributions to cover, whenever necessary, partially or in full, the costs of events such as conferences, seminars and training courses which the IPC-IG may deem relevant, in accordance with its mandate and programme of activities.
- e) Hiring of local staff to work for the IPC-IG, according to the applicable regulations, rules and procedures and pursuant to the Convention on Privileges and Immunities of the United Nations, Section 17, Article V.

#### Article 11

The Government shall provide the facilities for the operation of the Center.

## Article 12

The Government, through SAE, shall provide full-time researchers to the IPC-IG on issues related to development, inclusive growth and poverty reduction, at no cost to UNDP.

#### Article 13

The financial resources to be mobilized in order to support planned activities shall be identified by mutual consent of the Parties. The resources to be allocated by the Government must be foreseen in the appropriate budget lines approved in the Brazilian budgetary legislation.

## TITLE V Amendment

## Article 14

This Complementary Agreement may be amended by consent of both Parties, upon written notification, through diplomatic channels.

# TITLE VI Validity and Denunciation

#### Article 15

This Complementary Agreement shall enter into force on the date of signature and shall remain in force indefinitely, unless one of the Parties manifest in writing, through diplomatic channels, its decision to terminate it. The termination shall take effect 90 (ninety) days after the date of receipt by the other Party.

## TITLE VII Settlement of Disputes

### Article 16

Any dispute related to the interpretation or implementation of this Complementary Agreement shall be settled amicably by direct negotiations between the Parties, through diplomatic channels.

## TITLE VIII Final Provisions

## Article 17

This Complementary Agreement shall substitute, upon its signature, the Complementary Agreement under the Revised Standard Agreement between the Government of the Federative Republic of Brazil and the United Nations, the International Labour Organization, the Food and Agriculture Organization of the United Nations, the United Nations Educational, Scientific and Cultural Organization, the International Civil Aviation Organization, the World Health Organization, the World International Telecommunication Union, the World Meteorological Organization, the International Atomic Energy Agency, and the Universal Postal Union, regarding the operation of the UNDP Thematic Facility on Poverty Reduction in Brazil, signed on 1st October 2002.

Done in , on 2009, in duplicate, in the Portuguese and in the English languages, both text being equally authentic.

FOR THE GOVERNMENT OF THE FEDERATIVE REPUBLIC OF BRAZIL

FOR THE UNITED NATIONS
DEVELOPMENT PROGRAMME

