



REPUBLICA DE COSTA RICA

MINISTERIO DE RELACIONES EXTERIORES Y CULTO

No. 18813-RE

**EL PRESIDENTE DE LA REPUBLICA DE COSTA RICA
Y EL MINISTRO DE RELACIONES EXTERIORES Y CULTO**

En uso de las facultades que les confieren los incisos 3) y 18) del Artículo 140 de la constitución Política,

CONSIDERANDO:

1. Que de conformidad con una carta-convenio de 3 de junio de 1987 suscrita entre el Japón y el Banco Internacional de Reconstrucción y Fomento, el Japón solicitó al Banco que administrara los fondos para donaciones que el Japón facilitará para el financiamiento de ciertos programas y proyectos apoyados por el Banco con arreglo a las disposiciones de dicha carta-convenio.
2. Que Costa Rica ha solicitado que se le facilite una donación con el objeto de financiar el costo de la prestación de la asistencia técnica como parte del "Proyecto de Asistencia Técnica para el Desarrollo Agrícola de América Central".

POR TANTO:

DECRETAN:

ARTICULO 1o. Conferir Plenos Poderes al Ing. José María Figueres Olsen, Ministro de Agricultura y Ganadería, para que en nombre y en representación del Gobierno de la República suscriba en la ciudad de San José, el 26 de enero de 1989, el Convenio de Donación por un monto de \$805.000.00 entre el Gobierno de la República de Costa Rica y el Banco Internacional de Reconstrucción y Fomento, recursos que se destinarán a financiar el "Proyecto de Asistencia Técnica para la Ejecución del Proyecto Regional de Desarrollo Agrícola" (Ruta II).

ARTICULO 2o. Rige a partir de la fecha.

Dado en la Presidencia de la República, San José, Costa Rica a los veintiseis días del mes de enero de mil novecientos ochenta y nueve.

Original
Firmado

Dr. Oscar Arias Sánchez

Oscar Arias Sánchez



Rodrigo Madrigal Nieto
Rodrigo Madrigal Nieto
MINISTRO DE RELACIONES
EXTERIORES Y CULTO

Japanese Grant Agreement

(Agricultural Development Project)

between

REPUBLIC OF COSTA RICA

and

**INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT**

**as Administrator of Grant Funds
provided by the
GOVERNMENT OF JAPAN**

Dated

, 1989

JAPANESE GRANT AGREEMENT

AGREEMENT, dated _____, 1989, between the REPUBLIC OF COSTA RICA (the Recipient) and the INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (the Bank) acting as Administrator (the Administrator) of grant funds provided by the GOVERNMENT OF JAPAN (Japan).

WHEREAS (A) pursuant to a letter agreement dated June 3, 1987 between Japan and the Bank, Japan has requested the Bank, and the Bank has agreed, to administer grant funds to be made available by Japan for the financing of certain programs and projects supported by the Bank in accordance with the provisions of such letter agreement;

WHEREAS (B) the Recipient has requested and Japan has agreed to make available a grant (the Grant) out of said grant funds to finance the cost of carrying out the technical assistance described in Schedule 1 to this Agreement (the Technical Assistance) as part of a project (the Technical Assistance for Agricultural Development in Central America Project) to be carried out pursuant to an agreement (the Project Document) to be entered into between the Recipient (as provided for in its Law Number 3345 of August 5, 1964), the Republics of El Salvador, Guatemala, Honduras and Nicaragua, the United Nations Development Program, the International Fund for Agricultural Development and the Bank as Executing Agency;

WHEREAS (C) the Recipient has requested the Bank to carry out the Technical Assistance as such Executing Agency; and

WHEREAS (D) the Bank has agreed to carry out the Technical Assistance on the terms and conditions hereinafter set forth;

NOW THEREFORE the parties hereto hereby agree as follows:

ARTICLE I

Definitions; Term of Technical Assistance

Section 1.01. The Technical Assistance shall be undertaken by consultants (the Consultants) who shall, as far as practicable, include Consultants with expertise in the following areas:

- (a) Agricultural development;
- (b) Agricultural investments;
- (c) Agricultural technology;
- (d) Rural development;
- (e) Poverty Alleviation; and
- (f) the Environment.

Section 1.02. As used in this Agreement, the following terms have the following meanings:

(a) "dollar" and "\$" mean the currency of the United States of America;

(b) "Consultants" includes individual consultants as well as any consulting firm that provides any of the experts referred to in Section 1.01. of this Agreement; and

(c) "Regional Unit" means the unit to be created under an agreement (the Project Document) to be entered into between the Governments of Costa Rica, El Salvador, Guatemala, Honduras and Nicaragua and The United Nations Development Program for a project, the Technical Assistance for Agricultural Development in Central America Project (Ruta II).

Section 1.03. The Consultants are expected to commence their services on January 1, 1989 and to provide a total of 72 man-months of service between that time and December 31, 1991.

ARTICLE II

Responsibilities of the Administrator

Section 2.01. The Administrator shall make reasonable efforts to secure the services of the Consultants.

Section 2.02. The Administrator shall utilize the Grant to finance on a grant basis the following expenditures in connection with the services of the Consultants:

- (a) remuneration, per diem and other allowances;
- (b) international and local travel expenses; and
- (c) out-of-pocket expenses, including communications and reports, incurred by the Consultants in foreign and local currency in the performance of their services;
- (d) equipment, office supplies and part of the other operating costs of the regional unit; and
- (e) the cost of the support staff and part of the operating costs and equipment of the national technical unit of Costa Rica.

Section 2.03. The amount of the Grant to be provided by Japan for the Technical Assistance pursuant to Section 2.02 of this Agreement shall not exceed the equivalent of eight hundred and five thousand dollars (\$805,000).

Section 2.04. The recruitment, engagement and supervision of the Consultants shall be the responsibility solely of the Administrator and shall be done according to the Administrator's applicable procedures.

ARTICLE III

Responsibilities of the Recipient

Section 3.01. The Recipient shall cooperate with the Administrator and the Consultants to ensure that the Technical Assistance is carried out promptly and effectively and, for this purpose, shall issue appropriate instructions to its officials, agents and representatives.

Section 3.02. The Recipient shall:

- (a) make arrangements for all personnel of the Consultants assigned to the Technical Assistance (other than nationals of the Recipient or permanent residents of the Recipient's territories) and all dependents of such personnel promptly to be provided with any necessary entry and exit visas, residence and work permits, exchange documents and travel documents required for their stay in

the Recipient's territories during the duration of the Technical Assistance;

(b) facilitate clearance through its customs of any equipment, materials and supplies required for the Technical Assistance and any personal effects of the personnel of the Consultants assigned to the Technical Assistance (other than nationals of the Recipient or permanent residents of the Recipient's territories) and the dependents of such personnel;

(c) permit the Consultants to bring into, and withdraw from, the Recipient's territories reasonable amounts of foreign currency for purposes related to the Technical Assistance;

(d) permit the personnel of the Consultants assigned to the Technical Assistance (other than nationals of the Recipient or permanent residents of the Recipient's territories) and the dependents of such personnel to bring into, and withdraw from, the Recipient's territories reasonable amounts of foreign currency for their personal use; and

(e) exempt the Consultants and the personnel of the Consultants assigned to the Technical Assistance from (or the Recipient shall pay on behalf of the Consultants and such personnel) any taxes, duties, fees, levies and other impositions imposed under the laws and regulations in effect in the Recipient's territories on the Consultants and such personnel in respect of:

- (i) any payments whatsoever made to the Consultants and such personnel (other than nationals of the Recipient or permanent residents of the Recipient's territories) in connection with the carrying out of the Technical Assistance;
- (ii) any equipment, materials and supplies brought into the Recipient's territories by the Consultants for the purpose of carrying out the Technical Assistance and which, after having been brought into such territories, will be subsequently withdrawn therefrom by them;
- (iii) any equipment, material and supplies brought into the Recipient's territories by the Consultants for

the purpose of carrying out the Technical Assistance and which will be consumed therein or become the property of the Recipient; and

- (iv) any property brought into the Recipient's territories by the Consultants or such personnel (other than nationals of the Recipient or permanent residents of the Recipient's territories) or the dependents of such personnel for their personal use and which will be consumed therein or subsequently withdrawn therefrom by them upon their respective departure from the Recipient's territories, provided that the Consultants, such personnel and their dependents shall follow the usual customs procedures of the Recipient in importing property into the Recipient's territories.

Section 3.03. The Recipient shall be responsible for dealing with any claims arising out of, or resulting from, the Technical Assistance that may be brought by third parties against the Administrator. The Recipient shall indemnify the Administrator against any costs, claims, damages or liabilities arising out of, or resulting from, any acts or omissions in connection with the Technical Assistance.

Section 3.04. For purposes of carrying out the Technical Assistance, the Recipient shall make available to the Consultants, free of charge, the data, services, facilities and equipment set forth in Schedule 2 to this Agreement.

Section 3.05. The Recipient shall make available to the Consultants, free of charge, such counterpart personnel to be selected by the Recipient, with the advice of the Administrator and the Consultants, as are set forth in Schedule 2 to this Agreement. If any member of the counterpart personnel fails to perform adequately any work assigned to him by the Consultants that is consistent with the position occupied by such member, the Consultants may request the replacement of such member, and the Recipient shall not unreasonably refuse to act upon such request.

ARTICLE IV

Reports and Other Matters

Section 4.01. The Recipient and the Administrator shall, from time to time, at the request of either party, exchange views on the Technical Assistance and consult on any reports prepared by the Consultants and the implementation of any recommendations made in those reports.

Section 4.02. The Administrator may use any reports prepared by the Consultants for any purpose that the Administrator may consider appropriate but those reports may not be made public except by agreement between the Recipient and the Administrator.

ARTICLE V

Effective Date, Suspension and Termination

Section 5.01. This Agreement shall become effective upon its execution by the parties.

Section 5.02. The Recipient may at any time request the Administrator in writing to terminate the Technical Assistance. Whether or not the Recipient has made such a request, the Administrator may at any time suspend or, after consultation with the Recipient, terminate the Technical Assistance if any circumstances arise that, in the opinion of the Administrator, interfere or threaten to interfere with the successful implementation of the Technical Assistance, the accomplishment of its purposes, or the execution of the Technical Assistance in accordance with the terms and conditions of this Agreement.

Section 5.03. If the Technical Assistance is suspended or terminated, the Recipient and the Administrator shall consult with each other concerning any further action that may be necessary or desirable.

Section 5.04. The Administrator is not an agent of or trustee for the Recipient and shall not have any fiduciary relationship with the Recipient. The Recipient shall have no right to any portion of the Grant that is not expended by the Administrator pursuant to this Agreement.

ARTICLE VI

Representation

Section 6.01. The institution responsible for the implementation of this Agreement shall be:

For the Recipient:

El Ministerio de Agricultura y Ganadería
Apartado 1094-1000
San José
Costa Rica

Telex:

3558 MIMAG

For the Administrator:

International Bank for
Reconstruction and Development
1818 H Street, N.W.
Washington, D.C. 20433
United States of America

Cable address:

INTBAFRAD
Washington, D.C.

Telex:

440098 (ITT)
248423 (RCA) or
64145 (WUI)

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized representatives, have caused this Agreement to be signed in their respective names in San José in the Republic of Costa Rica, as of the day and year first above written.

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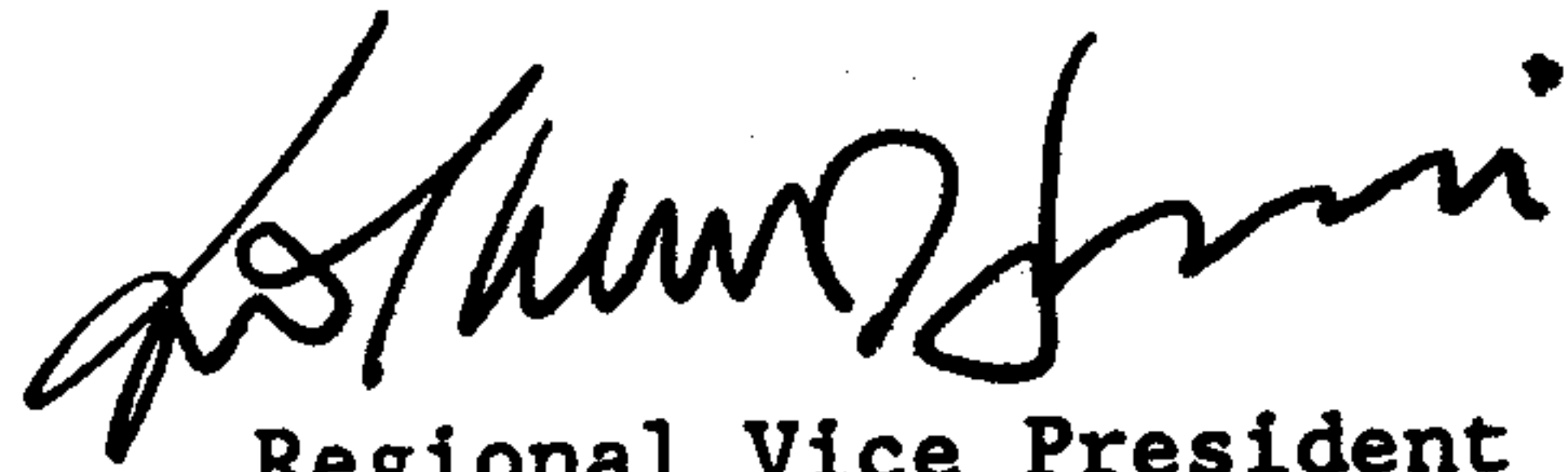
REPUBLIC OF COSTA RICA

By


Authorized Representative

INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT
as Administrator of the Grant

By


Regional Vice President
Latin America and the Caribbean

SCHEDULE 1

Description of Technical Assistance

1. The objective of the Technical Assistance project is to strengthen the institutional capacity of Costa Rica to devise appropriate agricultural sector policies and identify, prepare and implement priority agricultural investment programs and projects to be financed by the Bank and other appropriate financial agencies and consists of:

(a) Provision of on-the-job training, formal training and technical assistance by the Regional Unit to a national technical unit of key staff, dealing with agricultural sector and rural development policies and investment programs in Costa Rica; and

(b) assistance to Costa Rican national technical unit through acquisition and utilization of equipment required by and assistance in meeting operating costs of said unit.

2. The costs to be financed from the Japanese Grant are estimated as follows (in \$ thousands):

(a) Regional Unit Operations in Costa Rica:

Team leader	86.0
Macro-economist	42.0
Agronomist	78.0
Rural Development Expert	82.0
Financial Analyst	94.0
Consultancy Fund	184.0
Operating Cost of Regional Unit	<u>83.0</u>
Subtotal	649.0
(b) Support staff of national unit	23.4
(c) Operational cost of national unit	43.6
(d) Equipment of national unit	<u>16.0</u>
Subtotal	732.0

(e) Contingencies	<u>73.0</u>
Total	805.0

3. Estimated Annual Disbursements:

	<u>1989</u>	<u>1990</u>	<u>1991</u>	<u>Total</u>
[\$ thousands]	288.0	261.0	256.0	805.0

SCHEDULE 2

Description of services, facilities, equipment and counterpart personnel to be made available by the Recipient during the initial three year period (in man months (m/m) and \$ equivalent)

National Technical Unit Staff	m/m	
Chief ¹	36	27,300
Professionals ²	108	70,200
Support Staff	<u>72</u>	<u>0</u> ³
Subtotal	<u>216</u>	<u>97,500</u>
Operating Cost		28,820
Equipment		<u>7,600</u>
Base Cost		133,920
Contingencies (Misc.)		<u>16,080</u>
Total		<u>150,000</u>

Estimated annual costs:

	<u>1989</u>	<u>1990</u>	<u>1991</u>	<u>Total</u>
[in \$ equivalent]	46,380	49,360	52,260	<u>150,000</u>

1/ Chief to be a macro economist.

2/ An agricultural economist

A senior agronomist

A financial analyst

3/ Support Staff of national technical unit to be financed from Japanese Grant Funds (see Schedule 1)



Oscar Arias Sánchez
Presidente de la República de Costa Rica

A TODOS LOS QUE LA PRESENTE VIEREN HACE SABER:

Que por considerarlo conveniente a los Altos Intereses de la Nación, en uso de las facultades que le confiere la Constitución y las Leyes de la República ha tenido a bien conferir Plenos Poderes al Ing. José María Figueres Olsen, Ministro de Agricultura y Ganadería para que en representación del Gobierno de Costa Rica, firme el Convenio de Donación entre el Gobierno de la República de Costa Rica y el Gobierno de la República de Japón por un monto de \$805.000.00, para la financiación del Proyecto de Asistencia Técnica para la Ejecución del Proyecto Regional de Desarrollo Agrícola (Ruta II), que se firmará en San José, el día 26 de enero de 1989.

EN FE DE LO CUAL, se extiende el presente Documento, firmado de Su Mano, refrendado por el Ministro de Relaciones Exteriores y Culto y autorizado con el Sello de la Nación, en la Presidencia de la República, a los veintiseis días del mes de enero de mil novecientos ochenta y nueve.

Lic. Rodrigo Madrigal Nieto
MINISTRO DE RELACIONES
EXTERIORES Y CULTO