

The Social Protection Clauses in World Bank Structural Adjustment Loans: The Case of the Garden Program Nutrition Plan. [Pro-Huerta]

By Victor Abramovich

Special loans for structural adjustment constitute the thirty-three percent of the loan portfolio of the World Bank during 2001¹. In the 1990s, this type of credit oriented government policies on promoting the processes of economic transformation for the improvement of domestic conditions for competition in world markets. In consideration of the dismantling of the essential institutions of the welfare state and the degradation of labor legislation and social security systems, the processes of structural adjustment have increased the vulnerability of the most impoverished sectors and have deepened inequality. In order to mitigate the impact of such policies designed by the World Bank, the entity began including social clauses¹ in the credit agreements that were directed towards structural adjustment. These social protection clauses sought to guarantee that assistance programs, generally those designed to cover the bare necessities of indigent sectors, would not be affected by budget cuts. In 1999, the Inspection Panel of the World Bank was presented with the first case that put into question the fulfillment of this type of clause.

In 1998, after the Brazilian economic crisis, Argentina received a structural adjustment loan from the World Bank for 2.5 million dollars designated for making fiscal corrections so as to avoid the devaluation of the national currency. The loan was intended to help the country reduce its vulnerability while confronting abrupt variations of international

¹ In the 1980s, the Board of the World Bank approved 191 adjustment operations in 64 countries for \$27 billion, or 8 percent of total operations (2,357) and 17 percent of total Bank lending (\$156 billion). During the 1990s, adjustment lending increased to 346 operations for \$72 billion in 98 countries, or 13 percent of total operations (2,667) and 29 percent of total lending (\$245 billion). Until Fiscal Year 1998 and 1999, when the demand for adjustment lending was greatest, the average share of adjustment lending in total bank lending remained below the 25 percent benchmark established in OD. 8.60, 4 averaging 23 percent from 1990-1997. In Fiscal Year 1999, for the first time ever adjustment lending surpassed investment lending in volume, but in Fiscal Year 2000 the share of adjustment lending fell back to around one-third of all Bank lending. As of May 2001, the share of adjustment lending in Fiscal Year 2001 was 33 percent. In terms of the number of operations the share remains well below 25 percent.

finance markets and, at the same time, reinforce the country's capacity for sustained economic growth with social equality.

The Bank included a guarantee clause in the credit agreement intended to protect social programs already in progress while adopting drastic fiscal expenditure reduction measures. With this clause, the State is obliged to maintain a net safety of social programs expressly mentioned in the agreement, totaling a net sum of 680 million dollars.

Convinced that the only measure that would permit the stabilization of the national currency in face of external pressure, the Argentine government pushed for a large reduction of public expenditures in coordination with the loan for the year 1999. However, in designing the adjustment of public spending, the government adopted certain precautions intended to avoid weakening the electoral prospects in the legislative renovation of the same year. The government remained committed to the total budget designated for the social programs, as specified by the funding agreement, through which the government sought to assure the credit payment disbursement for itself during the remaining credit term period- almost 1.5 million dollars. But the government redistributed these funds, increasing those designated for programs utilized traditionally as instruments of political clientelism. The remaining social programs suffered profound budgetary reductions, which put their existence in danger or, in many cases, resulted in their direct termination.

The Garden Program, incorporated in the group of guaranteed programs in the loan, was exposed to this danger of extinction. The program consists of a plan for self-sufficient food production organized around the base of seed distribution and technical assistance for the cultivation of private and communal gardens. Administered by an official agency for agricultural technology resources, the program reached a population of approximately 2.7 million indigents in 1998, with an annual budget of 11.2 million dollars. For 1999 only 4 million dollars was assigned to the program budget, which indicated that the program would disappear altogether by the middle of that year.

The network of community organizations created for the efficient distribution of seeds and supplies for cultivation was later used to arm acts of resistance and demands of the program recipients. Technicians from the official agencies that administered the program contributed to the organization efforts of the community recipients and served as a channel for their demands. Some political sectors and media sources echoed the concerns of the recipients in their allegations, which found no response from government authorities.

In July of 1999, a group of program recipients with the help of the Center For Legal and Social Studies (CELS), an organization for human rights, denounced the budget cut before the Sub-regional Office of the World Bank, as a failure to abide by the social clause contained in the credit agreement. If indeed the government had completed the commitment to maintain the sum total of funds designated for the net safety of social programs, the group alleged that the contractual obligation of the State included yet another aspect. That is, the group of petitioning recipients alleged that this obligation included the budgetary protection of an indispensable sum needed to secure the continuity of the programs included in the financial package underwritten by the Bank. The group of protestors maintained that this interpretation of the agreement clauses was the only one compatible with the objective of the special structural adjustment loans, which consists precisely in impeding any ordering of public expenditures that would negatively affect the portion of public spending designated for the most urgent needs of the indigent sectors.

Confronting the inaction of the Bank of Buenos Aires, those affected by the cut backs presented their allegations before the Inspection Panel in July of 1999, imputing the local functionaries of the Bank of Buenos Aires for failing to complete the directives relating to the poverty reduction, project supervision and access to information. In their petition, program recipients demanded that the Panel members oblige the Bank to withhold the pending graded credit periods as a protective measure, until the completion of the guaranteed social programs clause could be verified.

In recognition of the petition presented before the Panel, Bank and government functionaries left their momentum aside and demonstrated an increase in social consciousness. It is possible that the former was attempting to impede the opening of a case before the Panel, while the latter sought to avoid stirring any doubt in the eminent and indispensable payment of new credit funds, which would have cast more doubt in the already bleak landscape of the Argentine economy. What is certain is that some time after the complaint was presented to the Panel, 4.5 million additional dollars were guaranteed to the original Garden Program budget.

After visiting the country, Panel members released a report in December of 1999. If indeed the Panel members understood that the issue had been resolved by the availability of new funds, thereby enabling the program to continue, they also affirmed their positions on various debated issues over the original allegations. In particular, the Panel affirmed its competence in reviewing complaints concerning structural adjustment credits, and rejected the arrangements set forth by the Sub-regional Office of the World Bank, which included the provision of the identity of petitioners. In addition, the Panel examined the degree of impact experienced by the recipients of the social programs guaranteed by the credit agreement, and in doing so, recognized the legitimacy of challenging a case in the inspection mechanisms.

In this chapter we will analyze the antecedents of this case, describing first the terms of the structural adjustment credit and the Garden Program. Second, we will analyze the form in which the demands were organized, and the challenges confronted by the popular sectors most affected in their relations with the World Bank. We will then analyze some of the principle technical issues debated in the case: those relating to the interpretation of the social clause of the accord; the effects of the violation of the clause on the remainder of the contract; the legitimization of the program recipient in acting before the Inspection Panel as persons adversely affected by the budget cuts; the confidentiality of identity, and the competency of the Panel in understanding this aspect. Finally, we will attempt to reach some conclusions about the possibilities for the reporting mechanisms of the

Inspection Panel to demand the protection of social interests; and, more importantly, we will attempt to reach conclusions about the value of guarantee clauses in structural adjustment loans, in the context of bank policies oriented toward mitigating the effects of extreme poverty.

1. The Social Protection Clause in the Special Structural Adjustment Loan for Argentina.

International finances were in the midst of great commotion during the year of 1998. The imbalances of the international finance markets provoked the temporary closure of access to foreign credit, which had unfavorable repercussions on the economic stability of the Argentine Republic. With the closing of markets and set backs in capital flows, Argentina was confronted with the impossibility of financing the deficit or refinancing the external debt once respective due dates came into effect. In this context, the Argentine government appealed to the World Bank for extraordinary assistance, invoking the country's need to "confront the requirements of the debt and avoid the contraction of international financial reserves, which would provoke a severe recession and increases in unemployment, requiring the government to make drastic decisions *in the dismantling of critical social programs.*"ⁱⁱ

Since September of 1998, the Special Structural Adjustment Loan (SSAL), in conjunction with the Special Repurchase Facility Support Loan (SRFL, the contingent loan), has sought to "offer support to the continuous efforts of the Argentine government in the transformation of their economy and the protection of achievements made in the social and economic arenas, *mitigating the damaging effects on vulnerable groups.*"ⁱⁱⁱ

On November 11, 1998, the credit agreement was subscribed for an amount of 2.525 million dollars, structured in three phases: the first disbursement in November 1998 for 1.025 million, and the remaining funds to be disbursed in March 1999, with a subsequent disbursement in June 1999.

In the agreement, it was decided that a package of reforms would be implemented, founded upon four basic objectives, among which the prioritized goal was to “*guarantee the continuity of existing social protection programs, which in times of financial contraction would otherwise become vulnerable, as well as to make advances in health and education reforms.*”^{iv}

Echoing the experiences and recommendations of international organizations that understood the role of social programs as principle adjustment variables in the restructuring of the public sector, the SSAL established requirements in the clauses that were to be satisfied by national authorities, following the criteria established by Bank authority, prior to any kind of retirement of funds. Among these requirements is the obligation to maintain a net of social programs up to the amount of 680 million dollars.^v

Budgetary allocations were taken into consideration in the selection process to decide which social programs would be incorporated into the program net safety. In particular, it was noted that nutrition programs represented only 3.6 % of the general budget for social spending, and such programs had a “compensatory” image in the context of negative impacts of the adjustment program, which was financed through the same contract.^{vi} In this sense, the programs incorporated into the net safety were those oriented toward food and nutrition for young children, elderly persons, as well as the program of self-sustained production of food called the Garden Program.

Thus, the Bank sought to fulfill its operational directives, including the obligation to guard against any immediate harm that would create a costly transition to the adjustment programs, and by paying particular attention to their incidence of subsidiary assistance for nutritional well-being.^{vii}

2. The Garden Program for Nutritional Health and the Guaranteed Social Programs.

The Garden Program was created in 1990. In the area of federal government, the National Institute of Agricultural Technology (INTA-Instituto Nacional de Tecnología Agropecuaria) was entrusted with the elaboration of a nutritional security program directed towards improving the diet of the population, whose most basic needs were insufficiently satisfied, through the small-scale sustainable production of food stuffs.

With the launching of the program, it was hoped that the most needy social sectors would gain access to the means for a balanced diet, complementing this access by encouraging selection from diverse high quality fresh foods. The program was also expected to improve family food expense management; promote community participation in food production and the generation of appropriate technologies for agricultural self-production; as well as create incentive for the small agriculture-food production alternatives. The program consisted most basically in the distribution of seeds for cultivation in private and communal gardens, providing families with advice about the maintenance and use of the land plots and how to incorporate the crops into a nutritional diet.

The recipients of the program populate the impoverished zones in the peripheral areas of large cities, as well as reside within urban areas in the country's interior.

The technical structure of the Garden Program is minimal (562 persons, according to the Auditor's Report 23-98), since the program promoters (15,560 people) are the recipients themselves. In open conversation between neighbors, problems and necessities are shared, along with the discussion of ideas concerning the possibility of cultivating unused land to provide nutritional sustenance. The technicians of the INTA train the promoters, who are also the recipients of the program and who are made responsible for organizing and supervising the work of the garden farmers. The training meetings are held at community social spaces, such as schools, rural cooperatives, or neighborhood clubs.

It is important to mention that the zones that have implemented the program are affected by a situation of profound social crisis, characterized by high levels of unemployment

and poverty, and in which there is an almost absolute absence of subsidiary assistance from the State. In this context, social ties have been revived as the last tool to address the vital demands that have risen from the situation of extreme poverty. In contrast to other assistance programs, the attitude requirements of Garden Program recipients are far from being passive, but rather demand high levels of participation, be in the training meetings for seed planting, and later for the harvest and utilization of the obtained products, or throughout the entire cycle in coordinating labor for the distribution of seeds and equipment to the other neighbors.^{viii}

The community character of the Garden Program is reflected, moreover, in the form in which the non-program lands are worked. At the moment of the petition, a significant portion of the gardens was communal. In the terrain that surrounded the schools, the churches, the social centers, or in the spaces of unused lands upon which the gardens were created, various families contributed seeds and labor to the productive process.

In the interviews that we conducted with the recipients, the identification clearly arose between the fruits of the land plots and the community effort. They expressed that “*what remains is that which was paid for with sweat and tears*”, and added, “*we are not asking that they give us handouts*”. With these words, they clearly differentiate the type of relationship and presentation of the Garden Program from other assistance programs. The provision of seeds and training allows for greater production and the adaptation of nutritional habits to the products that are obtained. Moreover, teaching how to balance a diet and observe the seasonal harmony, is a subsidy diametrically opposed to the provision of a boxed lunch or access to a school cafeteria. In this sense, the recipients from the outskirts of Buenos Aires emphasize that they are primarily ‘provincial’ people (people from the interior of the country who migrated to the cities), who “*had left working the land,*” and that they were now rediscovering the activities of their childhood. In addition to the contribution of the technicians, the very knowledge of the recipients is recuperated. In the opinion of the technicians that implement the program this active participation of the recipients is the program's comparative advantage.

Another characteristic of the Garden Program is that the program works with a significant portion of women in the community. It is these women who feel the need to '*fix the pot*' ('parar la olla')^{ix} and end the desperation of having nothing to give their children to eat. These women work with their children on the farm and were the main driving force in the petition effort (four of the five people that signed the original allegations were women).

As will be seen, participation and community connections, used as mechanisms for promotion and diffusion of the program, were precisely those that permitted the articulation of resistance from the recipients in the attempted dismantling of the Garden Program.

3. The Reduction of the Budget Designated for the Garden Program.

Program cutbacks emerged out of the budgetary limits imposed by the government for the fiscal period of 1999.

Since its inception, the Garden Program was expected to be "progressive," an expansive vocation, since the potential number of recipients was the entirety of the population with unmet basic needs, estimated to be 6.247 million people.

By virtue of the INTA's technical work, and the organization and discipline imparted in the volunteer labor provided by the institutions, organizations and individuals in solidarity with the objectives and functions of the program, the program reached its goal, experiencing an exponential growth in recipients. Despite reaching 2,744 million recipients in 1998, the Garden Program remained far behind its potential demand.

Parallel with the increase in the number of people attended by the program was the necessary increase in the budget portions, reaching an assignation of \$11,200,000 for the program for the year 1998.

But the economic conjuncture, which traversed the country since the fourth quarter in 1998, and the heightened need to count on foreign financing, prompted the national government to enact necessary restructuring of its framework and projects. This restructuring, however, should not have generated what was produced: a drastic reduction of the funds that affected the continuity of the social programs under way, without paying attention to the type of sustenance offered through the program services. Thus, with the approval of the budget law for the program in 1999,^x the Secretary received the sum of 4 million pesos, in the character of funds for specific assignment to the Program, which was equivalent to 32% of the total budget proposed originally by the Office of the Secretary. This obscured the governmental decision of utilizing certain social programs as variables of adjustment of the budget deficit.

The budget cut itself affected other important social programs such as the ASOMA program –Solidarity Assistance to the Elderly; PRANI Nutritional Food Program for Infants – which, like the Garden Program, were guaranteed through the loan agreement. The government was careful, however, to maintain the 680 million dollars assigned to the social programs included in the net safety list elaborated in the loan from the Bank. This given, the government was particularly aware that legislative elections were approaching, such that the decrease in program funding translated into the augmentation of funds for those social programs that consisted in distributing temporary employment plans and those programs that were devised by provincial and local political authorities as a part of electoral proselytism. In reviewing the final authorized sum, the Secretary of Social Development had to face up to the dilemma between drastically reducing the number of recipients and maintaining the number of recipients until all funds were depleted, which would made the execution of the original schedule impossible. By adopting the first option, the government should have proceeded with drastic reductions in the number of program recipients, relieving itself of responsibility for 1.7 million indigent persons (58.52% of the recipient population during the 1998 program year). However, it was difficult to define or conceive of reasonable criteria to reduce the proportional size of the recipient population that included those who are in extreme need. In this sense, the INTA decided to persist in the execution of its agenda, as it had been structured originally,

despite the fact that this would paralyze the Garden Program by mid-year. Among the activities of the original plan that were in serious danger of cutbacks, and perhaps the most important activity, was the buying of seeds for distribution among the recipients. Thus, the disagreement aroused in turn by the schedule of the Garden Program, provoked the suspension of the same schedule during the month of March (delaying sensibly the campaigns of Fall/Winter 1999), as well as threatened the ultimate suspension of the program after the month of June.

As a corollary to the lack of financing and the impossibility of continuing the program cycle, as recognized by the then Secretary of Development, Jose Figueroa, the Garden Program suffered a reversal of image, obstructing the negotiation of a new line of credit from the Inter American Development Bank, which sought to introduce program changes by proposing dietary improvements through the incorporation of protein supplements.

4. The Organization of Demands: The contact of Technicians and Recipients with CELS.

Once the budgetary cutbacks were in place, the technicians of INTA were the ones to transmit the articulation of diverse demands, the efficacy of such, as we have said, was supported by the very logic of community organization that was required by the program dynamic. Thus, the technicians sought to defend the recipients and their access to the services of the Garden Program, as well as defend the technicians' own source of employment. The diverse initiatives found rapid response and unconditional support between the recipients and promoters of the program. The principle activity consisted in ensuring that federal authorities received their written demands. From all parts of the country, letters were sent to the Ministry of Social Development, petitioning for the maintenance of the program. One thousand-two hundred letters were presented from organizations, provincial legislatures, and individual supporters. Confronting the lack of response from government functionaries, the technicians decided to seek the legal sponsorship of CELS. Some of the technicians were familiar with CELS for its activities

under the military dictatorship, and now in the democratic era, for its participation in the persecution of military officials implicated in the violation of human rights, and also for its most recent participation in diverse causes pertaining to police brutality; though they were not aware that CELS had already developed a legal program aimed at the protection of economic, social and cultural rights.

In the first meetings between technicians and lawyers of CELS, the possibility of taking action before the local tribunals was discussed, possibly a protection, which would obstruct budget cuts on the basis that these were infringements upon the right to an adequate nutritional diet.

After receiving the consultation, discussing it among the team of lawyers and analyzing the legal alternatives, CELS estimated that internal judicial action would offer very few possibilities of success. In the first instances, diverse scenarios were analyzed to justify the allegations. Some analyzed the possibility of using the logic of the program as a source of State obligations. Accordingly, if the program prepared families to live from a community garden and organize their diets around that garden, then abruptly impeding the ability of recipients to receive seeds implied the State's exemption from providing access to the nutritional standards that the State itself had created. The State could not contradict its actions by creating a dietary habit dependent upon public assistance and later cutting the assistance with one drastic blow without any ameliorative, thereby aggravating the original context of indigence that it had once sought to eliminate. Also examined was the possibility of contesting the budgetary law as unconstitutional, which had allowed cutbacks that conflicted with the agreement, signed with the Bank. In the Argentine Constitution, treaties have superior hierarchical status than do laws, such that if the convention between the Argentine State and the Bank was indeed a treaty, the contradictory budgetary law could be deleted for invalidity and therefore lack judiciary effect. It was undoubted, however, that the possibilities of successfully pursuing these approaches were scarce. This was especially relevant in the context of the extremely conservative postures of the Argentine judiciary when faced with halting or denying administrative decisions in the design or execution of public policies, or in the use or distribution of budgetary parcels approved by Congress.

Another element in analyzing the petition against the State in the tribunals was the high vulnerability of the recipients, who had enormous difficulties in formally addressing the government with demands, especially as they depended on public assistance for subsistence. In this sense, lacking the possibility of making demands with the confidentiality of identity, diverse forms of collective action were studied, including the possibility of CELS making the demands in defense of the affected interests.

It was, then, the technicians themselves who noted that the program had requested funding from the BID (Banco Interamericano de Desarrollo - Interamerican Development Bank). As well they stated that they knew that the program was related to the commitments assumed before the World Bank, although they were not sure if its funding was through direct financing of the Bank.

With such scarce information, the CELS team initiated a research project. In the perimeters of the Secretary of Social Development, it was discovered that the program appeared mentioned in the agreement of the SSAL. Later, the World Bank delegation was solicited for the text of the agreement of the structural adjustment credit. The solicitation was an informal request for information and without mention of the motives for which this information was needed. The original contacts were between, on the one hand, students of the University of Buenos Aires (UBA) interning at the human rights legal clinic at CELS, and who worked actively in the preliminary investigation, and on the other hand, the functionaries of lesser hierarchical status of the delegation. In this phase of the case, it is relevant to note no problem existed in acquiring the solicited information from the Bank. The employees of the entity demonstrated absolute openness in supplying all the antecedents of the SSAL and even offered assistance to the students in understanding the more difficult and unclear aspects of the texts. In contrast, the information requests pertaining to the agreements with the Bank, as presented in the diverse offices of the government, as much as in the Secretary of Social Development as in the Ministry of Economy, were fruitless.

Prior to the consultation, the UBA students, along with the lawyers of the economic, social, and cultural rights program of CELS, had begun to analyze the functions of the Inspection Panel mechanism of the World Bank. Thus, upon discovering that the program was indeed integrated into the net safety of programs protected by the credit agreement, the possibility of trying to use this mechanism was analyzed.

As the strategic planning of possible legal actions to be taken before the Bank advanced, the lawyers of CELS along with the students of the legal clinic held a series of meetings with the technicians of the INTA and the recipients of the program. In these meetings they discussed the risks and advantages of direct action before the Bank and the possible risks that action of this sort could mean for the affected recipients themselves. Among the issues requiring attention was the possible adoption of reprisals on the part of authorities in the social arena against the technicians and particularly against the recipients, whose sustenance depended in great measure on their access to public assistance. It was decided that the technicians were to be completely outside the petition demands and that confidentiality would protect the signed recipients.

While the lawyers of CELS worked on preparing the report for presentation to the Office of the Bank, with the fundamental assistance of the Clinic students, the technicians and the promoters organized multiple meetings using the networks of the program itself. They distributed a form to be given to other recipients, explaining the reaches of the action being taken and the protection of confidentiality. If indeed, with an initial group of petitioners, we considered the requirement of legitimacy satisfied, we then understood that the commitment of a considerable number of recipients would help to give greater social sustenance to the allegations. While five recipients signed the initial petition, 418 signed after the presentation of the petition.

5. Principle Arguments for the Accusations Presented Before the Sub-regional Office of the World Bank.

The original petition, presented on the 11 of June 1999 before the Sub-regional Office of the World Bank in Buenos Aires, aimed to oblige the adoption of urgent measures before, what we estimated, to be the violation of the credit agreement social clause by the Argentine State.

After describing the characteristics of the program we articulated our interpretation of the reach of the credit agreement “social condition budget”. If indeed, as we knew, the Government had presented notification to the Bank informing that the budget assignation destined for the net safety social programs had reached the 680 million dollar total, this letter failed to inform the Bank of the drastic reductions made in some of those programs.

Our argument was simple. The object of the social clauses incorporated into the structural adjustment loans is precisely to prevent any impact on social spending through the abrupt reduction of fiscal expenditures, which consequently would be detrimental to the social sectors with the greatest disadvantage. When the Bank selects certain social programs to be incorporated into the net safety of guaranteed programs, it also conducts an analysis, along with the Government, of the sectors that may be disproportionately and adversely affected by the adjustment plan. The analysis then tries to identify the type of services considered essential to mitigate the effects of the fiscal policies that assist in the implementation of the plan. Thus, beyond the sum total fixed in the clause, each program has an essential value according to the original framework of the agreement, since each program responds to the characteristics of a given affected sector, and to the types of services in that sector that should be protected. Thus even when the government guarantees a fixed global sum, it must also guarantee the continuity of the net safety programs, such that the beneficiary social sectors of those programs will not be excluded from the type of assistance services that correspond to those programs selected upon reaching the agreement. In this sense, failing to fund services guaranteed by the government and Bank would suffice to obstruct the flow of subsequent credit disbursements.^{xi} This does not prevent the government from making changes in the assignation of the budgetary portions. But indeed it impedes the cutting back of assigned funds to each program in such a way that would obstruct its function, or most simply,

would put the programs continuity in danger, unless the program can demonstrate that it continues to guarantee the set services to the social sectors originally benefiting from the program whose resources are being limited.

In our case, it was argued that the government had violated the social clause of the agreement by reducing the total budgetary assignments of the Garden Program to the point of condemning the program to its extinction by mid-1999. It has been indicated that the reduction of funds made the organization of the program impossible since, given its characteristics, the services became essential for every recipient, and it was not possible to establish a reasonable criteria to choose sectors that would be able to remain outside the reach of the nutritional subsidies.

Likewise, conclusions were brought up that gave rise to the Working Group, for free discussion of structural adjustment programs and economic, social and cultural rights, in the framework of the Economic and Social Council of the United Nations.^{xii} In the meeting of the Council, the unedited version of the study by Dr. Fantu Cheru on the effects of the structural adjustment policies in the effective enjoyment of human rights was reviewed.^{xiii} The fact was underscored, in this sense, that “*structural adjustment programs produced two different effects: on an economic level they bring with them a significant erosion of the standard of poor peoples’ lives.*”

We understood that the Bank must assign particular relevance to this issue simply by recognizing: “*the urgent need to promote a closer cooperation between governments, the departments of the United Nations Organization, and international financial institutions, in particular the World Bank and the International Monetary Fund,*” and by commending Dr. Cheru’s vigilance toward the “*action and initiatives that international financial institutions adopt in relation to the structural adjustment policies and human rights.*”

The report presented by Mr. Windfuhr was also mentioned during the subsequent meeting of the ‘Plan of Action of the World Summit on Nutrition’ of the FAO,^{xiv} which, among the five basic functions that the international organizations must fulfill, those

enunciated were: “*respecting, protecting, supporting and promoting the right to adequate nutrition in their own policies and programs, and promoting the completion of the obligations of the State and lending their assistance to make this possible.*”^{xv}