

ACUERDOS BILATERALES

Clasificación: 10-2010

Fecha de Ingreso: 22 de febrero de 2010

Nombre del Acuerdo: Cooperation Agreement between the General Secretariat of the Organization of American States and Environmental Advisors Inc. to Conduct Country Assessments of Legal and Institutional Frameworks Related to State of Emergency under the Caribbean Emergency Legislation Project

Materia:

Partes: GS/OAS & Environmental Advisors Inc.

Referencia: Environmental Advisors Inc.

Fecha de Firma: 28 de diciembre de 2009

Fecha de Inicio:
Fecha de Terminación:

Lugar de Firma:
Unidad Encargada: Department of Sustainable Development (DSD)

Persona Encargada: Cletus I. Springer

Original:

Claves:

Cierre del proceso:

Notas adicionales:

**COOPERATION AGREEMENT
BETWEEN
THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES
AND
ENVIRONMENTAL ADVISORS INCORPORATED
TO CONDUCT COUNTRY ASSESSMENTS OF LEGAL AND INSTITUTIONAL
FRAMEWORKS RELATED TO STATE OF EMERGENCY UNDER THE CARIBBEAN
EMERGENCY LEGISLATION PROJECT**

THE PARTIES TO THIS AGREEMENT, the General Secretariat of the Organization of American States (hereinafter “GS/OAS”) a public international organization, with headquarters at 1889 F. St. N.W., Washington, D.C. 20006, United States of America, through its Department of Sustainable Development (hereinafter “DSD”), represented by its Director, Mr. Cletus Springer, and Environmental Advisors Incorporated (hereinafter “EAI”), an environmental management firm at 556 Creekstone Drive, Jonesboro, Georgia, 30236, United States of America represented by its President, Ms. Judy Daniel,

CONSIDERING:

That the GS/OAS is the central and permanent organ of the Organization of American States and is authorized to carry out relations of cooperation in accordance with Article 112(h) of the Charter and OAS General Assembly Resolution AG/RES. 57 (I-O/71);

That the DSD is the principal technical arm of the GS/OAS responsible for meeting the needs of OAS Member States in matters of sustainable development and supports the formulation of policies and design and execution of technical cooperation projects in OAS Member States; and

That the DSD has been requested by Member States (AG/RES. 1284 (XXXVI-O/06) to ‘work in close collaboration with the private sector, international, regional, sub-regional, and national disaster preparedness response organizations and with non-governmental, community and civil society organizations’, for the purposes of risk identification, reduction and transfer;

That the current legal and institutional frameworks in the Caribbean limit the ability of governments to respond to natural disasters; and

That these nations lack relevant state of emergency legislation and an institutional framework regarding executive powers in the aftermath of a disaster;

That the DSD is the hemispheric forum which supports national, regional, and hemispheric actions for improving natural hazard risk management

That the DSD, with the financial support of the International Bank for Reconstruction and Development (hereinafter “World Bank”), is the executing agency for the Caribbean Emergency Legislation Project (hereinafter “CELP”)

That the objective of the CELP is to build legislative capacity to enhance legal and institutional frameworks for state of emergency and budget appropriation in Antigua and Barbuda, Barbados, Belize, Dominica, the Dominican Republic, Grenada, Haiti, Jamaica, Saint Kitts and Nevis, Saint Lucia, Saint Vincent and the Grenadines, and Trinidad and Tobago; and

That a component of the CELP calls for country assessments of the legal and institutional frameworks related to state of emergency including budget appropriation and execution in emergency situations; and

That a Request for Proposals was issued for this purpose (Annex A) and the technical and financial proposal submitted by EAI (Annex B) was selected by the DSD,

HAVE AGREED to enter into this Cooperation Agreement:

ARTICLE I PURPOSE

1.1. The purpose of this Agreement is to conduct comprehensive country assessments of legal and institutional frameworks in Antigua and Barbuda, Barbados, Belize, Dominica, the Dominican Republic, Grenada, Haiti, Jamaica, Saint Kitts and Nevis, Saint Lucia, Saint Vincent and the Grenadines, and Trinidad and Tobago, related to state of emergency including budget appropriation and execution in emergency situations, (hereinafter the “Project Activity” and alternatively, where appropriate “the Study”) as required by the CELP and Annexes A and B, which form integral parts of this Agreement.

ARTICLE II OBLIGATIONS OF THE GS/OAS

2.1 The GS/OAS shall provide to EAI a maximum contribution amount of Fifty-Four Thousand United States Dollars (US \$54,000.00) (hereinafter “the Contribution”) for the execution of the project activity, subject to the availability of funds from the World Bank. The Contribution shall be made by means of deposits to the account identified in Section 4.1 of this Agreement and upon completion and production of each deliverable referred to in Section 3.3

2.1.1 The GS/OAS shall provide ten percent (10%) of the Contribution amount to EAI within ten (10) days of the date of countersignature of this Agreement, and sixteen thousand and two hundred dollars (\$16,200.00) for each deliverable completed and presented to the DSD’s satisfaction in accordance with Section 3.3.

2.2 The DSD shall ensure that EAI fulfills the obligations established in Article III and the corresponding Annexes of this Agreement

2.3 The DSD shall review all deliverables submitted by EAI, and provide recommendations as appropriate.

ARTICLE III

OBLIGATIONS OF EAI

3.1 EAI shall be responsible for executing the Project Activity in accordance with Annexes A and B, with the Contribution received from the GS/OAS pursuant to Section 2.1 of this Agreement.

3.2 In order to execute the Project Activity, EAI shall assign personnel and enter into contracts with the contractors and consultants required, in accordance with its internal rules and procedures as well as with the applicable laws in their respective jurisdictions.

3.3 EAI shall cooperate with and support the DSD in the implementation of the CELP by conducting the activities and producing the deliverables specified, on the following dates, and in a manner satisfactory to the DSD:

(a) Deliverable 1 – January 31, 2010

- A draft inventory and matrix of existing legal and institutional frameworks related to state of emergency and budget appropriation and execution with regard to natural disasters, which identify, briefly describe and accurately cite the frameworks; and
- A draft descriptive report of the existing legal and institutional frameworks related to state of emergency and budget appropriation and execution, assessing their scope, and operability.
- Identification and analysis of legislative and administrative gaps in the existing legal and institutional framework; and a clear identification of the needs in these frameworks.
- A draft assessment of provisions in existing legislation and regulations relating to channels of responsibility during times of emergency, and a gap analysis of these provisions particularly concerning transparency and accountability.
- A set of recommendations based on the entire study.

(b) Deliverable 2 – March 31, 2010

- First draft of the Study including the above deliverables

(c) Deliverable 3 – April 26, 2010

- Final draft of the Study including the above deliverables and incorporating any comments or revisions provided by the OAS/DSD.

3.4 EAI shall cooperate with the GS/OAS, its personnel, consultants, contractors in all matters deemed necessary by the GS/OAS for the optimal execution of the project Activity and the CELP.

ARTICLE IV FINANCIAL PROVISIONS

4.1. The transfer of the Contribution to EAI shall be carried out through bank transfers effected using the following information:

Bank full name: Bank of America
Bank short name: Bank of America
ABA/Routing #: 26009593
Bank's address: 825 Southway Drive, Spur 138, Tara Boulevard, -2240,
Jonesboro, Georgia, 30236
United States of America
Account number: 3274969916
Account name: Environmental Advisors Inc.
***Caribbean Emergency Legislation Project**

4.2 EAI shall be responsible for administering the Contribution and for all compensation to its consultants for work actually performed in accordance with Form 2 of Annex B and on the terms and conditions which they have agreed among themselves, for work conducted under the Project.

4.3 All financial activity associated with the Contribution shall be subject to an internal or external audit.

ARTICLE V COORDINATION AND NOTICE

5.1. Within the GS/OAS, the dependency responsible for coordinating all activities under this Agreement is the Department of Sustainable Development and the Coordinator is Ms. Michelle-Ann Williams, Legal Specialist, Environmental Law, Policy and Good Governance Section. Notifications and communications should be directed to the Coordinator at the following street address, fax and electronic mail:

General Secretariat of the OAS
Michelle-Ann Williams
Legal Specialist
Department of Sustainable Development
1889 F Street, N.W.
Washington, D.C. 20006
United States of America
Tel.: (1-202) 458-6455
Fax: (1-202) 458-3560
Electronic Mail: mwilliams@oas.org

5.2. EAI has designated Ms. Judy Daniel, President, as being the Coordinator responsible for coordinating all activities and endeavours under this Agreement. Notifications and communications should be directed to the Coordinator at the following street address, fax and electronic mail:

Environmental Advisors Inc.
Ms. Judy Daniel
556 Creekstone Drive
Jonesboro
Georgia, 30236
United States of America
Tel.: (678) 545-1862
Fax: (678) 545-1862
Electronic Mail: jdaniel@environmentaladv.com ; judidani@aol.com

5.3. All communications and notifications under this Agreement will be validly made only when they are sent by mail, facsimile, or electronic mail and are addressed to the Coordinators whose names are set out in Sections 5.1 and 5.2 of this Agreement. When the communications and notifications are transmitted by electronic mail they shall be valid if and when they are sent directly from the electronic address of the Coordinator of one of the Parties to the electronic address of the Coordinator of the other.

5.4. Either Party may change the responsible dependency, the designated Coordinator, the address, telephone, fax or electronic mail address indicated by notifying the other Party in writing.

ARTICLE VI LIABILITY

6.1 EAI is liable for the performance of all activities conducted in accordance with this Agreement and its Annexes.

6.2 EAI shall hold harmless GS/OAS and its staff from and against any claims or damages resulting from activities associated with this Agreement.

ARTICLE VII PRIVILEGES AND IMMUNITIES

7.1. Nothing in this Agreement constitutes an express or implied waiver of the privileges and immunities of the OAS, its organs, its personnel and its assets, in accordance with the OAS Charter, relevant agreements and pursuant to general principles and practices of international law.

ARTICLE VIII INTELLECTUAL PROPERTY

8.1 EAI shall not have any title, copyright, patent, or other proprietary rights in any products developed under this Agreement. All such rights shall lie with GS/OAS unless otherwise agreed by the Parties.

ARTICLE IX DISPUTE RESOLUTION

9.1. Any dispute or complaint that may arise in conjunction with the application or interpretation of this Agreement, or the execution of the Project Activity, shall be settled by direct negotiations between the Parties. If a solution satisfactory to both Parties cannot be reached then the Parties shall submit their differences to arbitration pursuant to the Arbitration Rules of the United Nations Commission on International Trade Law (UNCITRAL) currently in effect. The place of arbitration shall be Washington D.C, U.S.A. The language in the proceedings shall be English unless the Parties agree otherwise. The arbitrator shall decide the dispute as *amiable compositeur* or *ex aequo et bono*. The arbitrator's decision shall be final, binding, and not subject to appeal.

9.2 The law applicable to the arbitration proceedings shall be the law of the District of Columbia, U.S.A.

ARTICLE X GENERAL PROVISIONS

10.1 Modifications to this Agreement may only be made by mutual agreement in writing by the duly authorized representatives of the Parties. The instruments in which the modifications are set out shall be attached as annexes to this Agreement and shall form part of it.

10.2. This Agreement shall enter into force upon signature by the duly authorized representatives of the Parties and shall remain in force throughout the period established for the execution of the project activity that shall not exceed nine months. Nonetheless the Parties may extend the period of this Agreement by mutual consent in writing by their duly authorized representatives.

10.3 This Agreement may be terminated by mutual consent or by either of the Parties by written notice with or without expressions of cause from one to the other with not less than thirty days advance notice.

10.4. Termination of this Agreement, shall not affect irrevocable obligations assumed by EAI with respect to the Project prior to receipt of the notice of termination. In this respect, such obligations shall be paid out of the financial resources of the Contribution.

10.5. Articles VI, VII and IX shall survive the expiration or the termination of this Agreement.

IN WITNESS WHEREOF, the undersigned, being duly authorized, have signed this Agreement in duplicate on the date and at the place indicated below:

**FOR ENVIRONMENTAL ADVISORS,
INCORPORATED:**



Place: Dale Spruey, GA
Date: 11/10/09

**FOR THE GENERAL SECRETARIAT OF
THE ORGANIZATION OF AMERICAN
STATES:**



Place: Washington
Date: 25/Dec/09

List of Annexes

Annex A – Request for Proposals –for the assessment of national legal and institutional frameworks related to state of emergency and budget appropriation, including budget execution and procurement (Activity 1.1).

Available at:

<http://www.oas.org/dsd/Documents/RFP-Activity%201%201-FINAL.pdf>

Annex B – Financial and Technical Proposal of EAI

Available at:

<http://www.oas.org/dsd/EnvironmentLaw/CaribbeanLegislationProject/Documents/Activity1.1/Rev%20LegalInstitutional2.pdf>

Annex C – State of Georgia Corporation Annual Registration for EAI

Available at: <http://corp.sos.state.ga.us/imaging/15840305.pdf>