

Acuerdos Bilaterales

Clasificación: 199-2008

Fecha-de Ingreso: 20 de junio de 2008

Nombre de Acuerdo: Agreement between the Federal Republic of Germany and the General Secretariat of the Organization of American States in reference of the Project "Program for the Strengthening of Electoral Management Bodies (EMBs) Institutional Capacity", signed on June 12, 2008

Partes: SG/OEA & Federal Republic of Germany

Referencia: Germany

Fecha de Firma: 12 de junio de 2008

Fecha de Inicio:

Fecha de Terminación:

Lugar de Firma:

Unidad Encargada:

Persona Encargada:

Original:

Claves:

Cierre del proceso:



Organización de los Estados Americanos
Organização dos Estados Americanos
Organisation des États américains
Organization of American States

199

June 12, 2008
GS/DECO/SPA-802/08

To: Dante Negro, Director of the Department of International Law

From: Pablo Gutiérrez, Director del Departamento para la Cooperación y Observación Electoral/SAP *[Signature]*

Subject: Agreement between the Federal Republic of Germany and the GS/OAS

Please find attached the original Agreement between the Federal Republic of Germany and the General Secretariat of the Organization of American States in reference of the Project "Program for the Strengthening of Electoral Management Bodies (EMBs) Institutional Capacity", signed on June 12, 2008.



Organización de los Estados Americanos
Organização dos Estados Americanos
Organisation des États américains
Organization of American States

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DISTRIBUTION
17th & Constitution Ave. N.W.
Washington, D.C. 20006

June 12, 2008
GS/DECO/SPA-802/08

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Agreement

The Federal Republic of Germany, represented by the Federal Minister for Foreign Affairs, the latter acting through Ambassador Dr. Klaus Scharioth, hereinafter referred to as the
"Government" or the "Donor"

and

The General Secretariat of the Organization of American States, the latter acting through its Secretary General, Dr. José Miguel Insulza, hereinafter referred to as the "GS/OAS" or the "Recipient",

Agreement

The Federal Republic of Germany, represented by the Federal Minister for Foreign Affairs, the latter acting through Ambassador Dr. Klaus Scharioth, hereinafter referred to as the “Government” or the “Donor”

and

The General Secretariat of the Organization of American States, the latter acting through its Secretary General, Dr. José Miguel Insulza, hereinafter referred to as the “GS/OAS” or the “Recipient”,

collectively the “Contracting Parties,” have agreed as follows:

1. The Donor shall grant the Recipient a non-repayable contribution (hereinafter referred to as the “Contribution”) of up to US\$ 297.938,18 (in words: two hundred ninety seven thousand nine hundred thirty eight United States dollars and eighteen cents), however not exceeding the equivalent of EUR 200,000 (in words: two hundred thousand euros), as a contribution towards the eligible outlays for the project **“Program for the Strengthening of Electoral Management Bodies (EMBs) Institutional Capacity”** (hereinafter referred to as the “Project”), as referred to in the GS/OAS’s funding request of February 14, 2008, and as specified in the updated budget proposal of May 15, 2008.

(a) The funds will be disbursed to the Recipient after the signing of this agreement upon request by the Recipient in installments, with the mutual understanding that each installment must be spent within two months of its disbursement.

(b) The Contribution is made on the basis of the funding request dated February 14, 2008, and as specified in the budget of May 15, 2008, and is earmarked for the expenditures to be borne by Germany according to the said budget proposal. The specific budgetary items are declared as binding.

(c) The Contribution is made in the deficit-financing mode which implies that own funds of the Recipient or third-party funds must be applied first to defray the costs of the Project before installments of the German Contribution can be used. If more than one donor grants co-funding in the deficit-financing mode, their contributions to cover the deficit must be shared proportionally. The Contribution is intended exclusively to defray the outlays connected with the Project starting April 1, 2008. The Project must be completed by December 31, 2008.

2. The Recipient hereby accepts the Contribution and undertakes in particular:

- (a) To implement the Project in the manner specified in its funding request of February 14, 2008, and as specified in the updated budget proposal of May 15, 2008, on the envisaged scale set forth in the request, by December 31, 2008.
- (b) To use the total funds specified for the Project, i.e. its own funds and any contributions from other sources, exclusively for defraying the outlays referred to in the funding request of February 14, 2008, and as specified in the updated budget proposal of May 15, 2008, and to review by November 15, 2008, whether the Contribution will be entirely used for the Project. Should it then become obvious that the Contribution will not be entirely used, the Recipient shall reimburse the excess funds to the German Embassy in Washington no later than December 1, 2008.
- (c) To inform the Donor if it becomes apparent that the intended purpose cannot be achieved or is not attainable with the Contribution authorized, if the anticipated overall outlays for the Project decrease substantially after the authorization of the Contribution, or, alternatively, if the funds intended for the Project – excluding the Contribution – increase substantially.
- (d) To repay the German Embassy in Washington without delay any unused parts of the Contribution to which it is not entitled under this Agreement, together with any accrued interest, and to inform the Donor of the amount of accrued interest, if any.
- (e) To submit to the Donor by July 1, 2008, a report of all outlays that have arisen in connection with the implementation of the Project and of all funds used for defraying them (in triplicate). To this end, the Recipient shall make use of the forms to be made

available by the Donor and draw up the statement in conformity with the financial plan on which the Recipient's application was based (breakdown of all anticipated outlays and of the funds needed for defraying them). The Recipient shall provide copies of all contracts with personnel hired for the project, as well as copies of the three offers obtained in connection with the printing of the materials. The Recipient shall also submit to the Donor for inspection a numbered list of all receipts for all outlays covered by the German Contribution, according to the specifications laid out in the respective form provided by the Donor. It will not be necessary to present the original receipts. However, these must be kept by the Recipient for five years and presented upon request by the Donor in case of an in-depth fiscal review by the relevant German authorities. Receipts can be presented in the English language; receipts in the Spanish language will need to be briefly summarized in the English language. The Recipient shall prove, in particular, that the necessary conditions have been met for any use of business class flights. The Recipient shall present a written report on the progress and results of the Project. The Recipient shall provide the German Embassy in Washington free of charge with three copies of all publications produced by the Project.

- (f) To allow the Donor and the German Federal Court of Audit, on reasonable notice, to examine on site whether the allocation is being used in accordance with the intended purpose, if deemed necessary, and to ensure that representatives of the German embassies in Kingston and Panama will be notified in due course of the planned activities in Jamaica and Panama, respectively, and will be invited to participate in the activities.
- (g) To repay the Contribution wholly or in part upon request by the Donor, if
 - (i) and to the extent that the Recipient does not use the Contribution in keeping with the intended purpose or if the Recipient violates provisions of this Agreement,;
 - (ii) a change occurs of the kind described in sub-paragraph (c) above.
- (h) Any such repayment required under subsection (g) above shall include the interest earned, if any, by the Contribution in the account in which it was deposited.

3. The Contracting Parties agree that:

- (a) outlays up to an amount of US\$ 297.938,18 as earmarked in the financial plan for the Project, are eligible for Contributions;
 - (b) the Contribution is meant exclusively for defraying outlays needed to achieve the intended purpose;
 - (c) they shall attempt to resolve any controversy, claim, or dispute related in any way to the performance or interpretation of this Agreement through mutual consultations. If that proves unsuccessful, the dispute shall be referred to arbitration in accordance with the UNCITRAL Arbitration Rules as currently in force. The Government and the Recipient hereto agree to be bound by any arbitration award rendered in accordance with this section as the final adjudication of any dispute;
 - (d) the Contracting Parties mutually recognize the privileges and immunities accorded to them by virtue of the general principles of international law and by such agreements on privileges and immunities as may be relevant. No provision of this Agreement constitutes an express or implied waiver of the privileges and immunities of either Party under the laws of the Federal Republic of Germany, the United States of America, or International law; and
 - (e) amendments to this Agreement must be made in writing by the duly authorized representatives of the Parties.
4. For purposes of sending and receiving notice and other communications required under this Agreement, the each party designates its representative as follows:

(a) For GS/OAS:

Name: Pablo Gutierrez/Betilde Muñoz-Pogossian
Title: Director/Specialist
Address: OAS, 1889 F Street, NW, Washington, DC 20011
Telephone: 202 458 3946
E-mail: pgutierrez@oas.org/bmunoz@oas.org

(b) For the Government:

Name: Volker Timmermann

Title: First Secretary

Address: German Embassy, 4645 Reservoir Road, NW,
Washington, DC, 20007

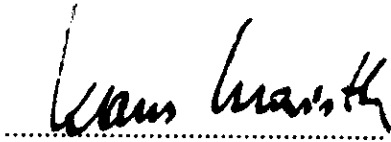
Telephone: 202 298 4235

E-mail: Pol-2-2@wash.auswaertiges-amt.de

5. Either party may change the person designated as its representative in Paragraph No. 4 above by notifying the other in writing. All communications and notifications under this Agreement will be validly made only when they are sent by mail, facsimile, or electronic mail addressed to the Coordinators whose names are set out in Paragraph 4 above. When the communications and notifications are transmitted by electronic mail, they shall be valid 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.

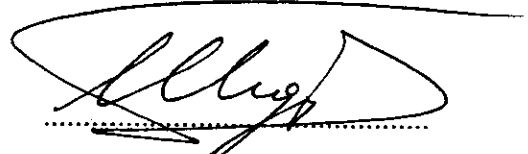
6. This Agreement shall enter into force upon its signing by both of the duly authorized representatives of the Contracting Parties and remain valid until all the obligations have been fulfilled by the Government and the GS/OAS.

For the Government



Dr. Klaus Scharioth
Ambassador

For the GS/OAS



Dr. José Miguel Insulza
Secretary General

Washington, D.C.,

June 12, 2008
(date)

