

Acuerdos Bilaterales

Clasificación: 33-2007

Fecha de Ingreso: 25 de Abril de 2007

Nombre de Acuerdo: Acuerdo entre la Republica Federal de Alemania y la
Secretaría General de la Organización de los Estados
Americanos

Materia:

Partes: SG/OEA & The Federal Republic of Germany, represented
by the Federal Minister of Foreign Affairs

Referencia: Alemania

Fecha de Firma:

Fecha de Inicio:

Fecha de Terminación:

Lugar de Firma: Washington,DC, Estados Unidos

Unidad Encargada:

Persona Encargada:

Original:

Claves:

Cierre del proceso:

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, as a contribution towards the outlays for the project “Application of Standard Criteria for Evaluating Electoral Processes” (hereinafter referred to as the “Project”) referred to in the GS/OAS’s funding request of September 19, 2006, which are eligible for allocations, grant the Recipient a non-repayable allocation amounting of up to US\$ 15,300 (in words: fifteen thousand three hundred United States Dollars), provided that the Recipient cannot cover the outlays eligible for allocations with its own funds or with funds from other sources (deficit-financing mode). The funds will be disbursed to the Recipient upon signature of this Agreement in the mutual understanding that they will be spent within two months of disbursement.

The allocation is intended exclusively to defray the outlays connected with the Project. The Project must be completed by December 31, 2006.

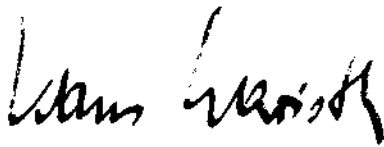
2. The Recipient hereby accepts the allocation and undertakes in particular:
 - (a) to implement the project in the manner specified in its letter of September 19, 2006, on the envisaged scale set out in the letter, until December 31, 2006;

- (b) to use the total funds specified for the project, i.e. its own funds and any contributions from other sources as well as the allocation, exclusively for defraying the outlays referred to in the letter of September 19, 2006;
- (c) to inform the Donor if it becomes apparent that the intended purpose cannot be achieved or is not attainable with the allocation authorized, if the anticipated overall outlays for the Project decrease substantially after the authorization of the allocation, or, in the alternative, if the funds intended for the project – excluding the allocation – increase substantially;
- (d) to repay to the Donor without delay - by February 28, 2007 at the latest - any unused parts of the allocation to which it is not entitled under this Agreement, together with any accrued interest, and to inform the Donor of the amount of any accrued interest;
- (e) to submit to the Donor by June 30, 2007 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). For this purpose, 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 also submit to the Donor for inspection certified true copies of the original slips on all payments for the Project and present a written report on the progress and achievements of the Project;
- (f) to allow the Donor and the German Federal Court of Audit to examine on site whether the allocation is used in accordance with the intended purpose, if deemed necessary;
- (g) to repay the allocation wholly or in part upon request except for any amount of the allocation which has already been contractually obligated by the Recipient under the Project for outlays to meet the intended purpose, if
 - and to the extent that the Recipient does not use the allocation in keeping with the intended purpose, or if the Recipient violates provisions of this Agreement, the amount to be refunded to the Donor shall include the interest earned by the allocation in the account in which it was deposited;
 - if a change occurs of the kind described in sub-paragraph (c) above.

3. The Contracting Parties are agreed that:

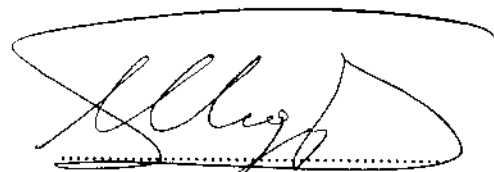
- (a) outlays up to an amount of US-\$ 15,300.-- as earmarked in the financial plan for the Project, are eligible for allocations;
 - (b) the allocation is meant exclusively for defraying outlays needed to achieve the intended purpose;
 - (c) they shall attempt to resolve any controversy, claim, or dispute related in any way to the performance or interpretation of this Agreement through consultations with each other. If that proves unsuccessful, then upon written notice by either Contracting Party to the other, the dispute shall be resolved through a mutually agreed upon dispute resolution mechanism;
 - (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.
4. This Agreement shall enter into force upon its signature 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.,
(date)