

Acuerdos Bilaterales

Clasificación: 65-2005

Fecha de Ingreso: 20 de junio de 2005

Nombre de Acuerdo: Specific Agreement between the Government of Sweden and the General Secretariat of the Organization of American States on support to the modernization and legislative agenda of the Guatemalan Congress 2005-2007

Materia: Observación electoral / democracia

Partes: SG/OEA & the Government of Sweden

Referencia: SUECIA

Fecha de Firma: 26 de mayo de 2005

Fecha de Inicio: 26 de mayo de 2005

Fecha de Terminación: 30 de junio de 2008

Lugar de Firma: Guatemala

Unidad Encargada: Oficina Nacional de Guatemala

Persona Encargada: Diego Paz

Original:

Claves: **NO HAY ORIGINAL**

Cierre del proceso:

**SPECIFIC AGREEMENT BETWEEN THE GOVERNMENT OF SWEDEN
AND THE GENERAL SECRETARIAT OF THE ORGANIZATION OF
AMERICAN STATES ON SUPPORT TO THE MODERNIZATION AND
LEGISLATIVE AGENDA OF THE GUATEMALAN CONGRESS 2005-
2007**

The Parties to this Agreement, the Government of Sweden (hereinafter referred to as "Sweden") and the General Secretariat of the Organization of American States (hereinafter referred to as "GS/OAS"), have agreed as follows:

The Swedish International Development Cooperation Agency, Sida, through the Embassy of Sweden in Guatemala, shall be empowered to represent Sweden in matters concerning the implementation of this Agreement.

The Office for the Promotion of Democracy of the Department of Democratic and Political Affairs will represent GS/OAS in matters concerning the implementation of this Agreement.

ARTICLE 1 SCOPE AND OBJECTIVES OF THE AGREEMENT

1.1 GS/OAS has decided to administer a project/programme called "Modernization and Legislative Agenda of the Congress 2005-2007" which will be implemented by four organisations – Acción Ciudadana, Asociación para el Desarrollo Legislativo y la Democracia (LEGIS), Instituto Holandés para la Democracia Mulipartidaria (NIMD) and GS/OAS.

1.2 The main objectives of the project/programme are: to improve the efficiency and transparency of the Congress' work, and to enhance the quality of the legislation in line with the peace accords.

1.3 The specific objectives are:

- 1.3.1 to improve the capacity of political control of the state and its finances
- 1.3.2 to institutionalize citizen participation in the Congress' work
- 1.3.3 to improve technical capacity for legislating
- 1.3.4 to develop a communication strategy of the Congress and improve its relations with the media
- 1.3.5 to improve the transparency of legislation by abrogating obsolete laws

- 1.3.6 to modernize the normative framework of the Congress
- 1.3.7 to strengthen the parliamentary skills of the members of the Congress and their advisers
- 1.4 The programme/project shall be carried out in accordance with project/ programme document titled "Proyecto de fortalecimiento de la institucionalidad del Congreso de la República de Guatemala" dated May 3, 2005 as amended from time to time.

ARTICLE 2 THE SWEDISH CONTRIBUTION

2.1 Sweden shall support the implementation and monitoring of the project/programme as specified in this Agreement within a maximum amount of fourteen million nine hundred thousand Swedish kronor (SEK 14,900,000). The grant includes overhead costs for use by GS/OAS of not more than four percent of operational costs plus the cost of up to US\$50,000 per calendar year for administrative support to the program, and up to US\$48,000 per calendar year for external monitoring of the program, in accordance with the attached budget for the first year. The budgets for subsequent years must be approved by Sida.

ARTICLE 3 UNDERTAKINGS BY GS/OAS

- 3.1 GS/OAS undertakes:
 - 3.1.1. to implement its part of the project/programme
 - 3.1.2. the responsibility for the Swedish contribution being used efficiently for agreed purposes only,
 - 3.1.3. to ensure that administration and internal control of project resources are adequately carried out.
 - 3.1.4. to fulfil the following obligations:
 - i. to establish cooperation agreements with the other three implementing institutions – Acción Ciudadana, LEGIS and NIMD,
 - ii. to transfer the Sida disbursements to these implementing institutions,
 - iii. elaborate a common annual progress report for the program based on the annual progress reports submitted by each implementing organisation

ARTICLE 4 CONDITIONS FOR AND UTILISATION OF THE SWEDISH CONTRIBUTION

4.1 Only costs for activities carried out during the period from May 1, 2005 to December 31, 2007 may be financed by the Swedish contribution. After a period of six months from that latter date, the contribution in this Agreement shall not be available for payment. All costs realized since May 1, 2005 will be accepted by SIDA regardless of the date of signature of this agreement and do not imply use of other funds of the GS/OAS.

4.2 Sweden may, at any time, withhold disbursements if deviations from agreed plans and budgets occur; if misuse of funds or other resources takes place; if the objectives of the project/programme are endangered; if reports are not delivered as agreed; if the financial management of the project/programme is not satisfactory; or if the project develops unfavourably in terms of the objectives in any other important respect.

4.3 Funds transferred to GS/OAS under this Agreement and not utilised before June 30, 2008 for the financing of activities shall be repaid to Sweden within three months of that date.

4.4 Sida may, if substantial deviation from the project/programme document titled "Proyecto de fortalecimiento de la institucionalidad del Congreso de la República de Guatemala" dated 3 May, 2005 and/or subsequent Plans of Operation has occurred, or if other conditions set out in this Article are not fulfilled or fully respected, reclaim the disbursed amount, wholly or in part, from GS/OAS; provided, however, that this Section 4.4 shall not apply to funds irrevocably committed in good faith by GS/OAS to third parties before the date of receipt of written notice from Sida, provided that the commitments were made in accordance with this Agreement.

ARTICLE 5 PROCUREMENT

5.1 Procurement of goods, works and services shall be performed in accordance with GS/OAS Procurement Rules, Procedures and Performance Contract Rules.

5.2 No offer, gift, payment, consideration or benefit of any kind, which would or could be construed as an illegal or corrupt practice, shall be accepted, either directly or indirectly, as an inducement or reward for the award or execution of contracts financed within this project/programme.

5.3 Sweden may perform examinations of procurements. The examination can be made in the form of a procurement audit. GS/OAS shall provide Sweden with all the necessary documentation.

ARTICLE 6 PLANNING, REVIEW, REPORTING AND EVALUATION

- 6.1 An Annual Review Meeting with the participation of the four implementing organisations shall be held no later than 28 February of every year. The Parties shall agree on forms and frequency of Intermediate Reporting and intermediate Review Meetings. Agreed Minutes shall be prepared and signed before a Review Meeting is closed.
- 6.2 A draft Annual Progress Report from each implementing organisation covering the previous calendar year shall be presented to Sweden before the Annual Review Meeting as well as a common annual progress report for the whole program compiled by GS/OAS no later than 15 February of every year. The Annual Review Meeting may decide that these reports shall be revised, in which case a date for the provision of the final reports shall be stated in the Agreed Minutes.
- 6.3 An Annual Work Plan from each implementing organisation with budget for the forthcoming year shall be presented to Sweden as a draft for analysis and subsequent discussion at the Annual Review Meeting no later than 15 February of every year. The final Annual Work Plans based on the agreements reached at the Annual Review Meeting shall be submitted to Sweden for approval no later than 15 March of every year.
- 6.4 A Financial Report from each implementing organisation shall be submitted to Sweden every six months by no later than 15 August (covering January-June) and 15 March (covering July-December) of each year, respectively. The reports shall be based on the statement of accounts and cover revenue and expenditure for the entire operation including all sources of financing. Intermediate financial reporting routines shall be agreed between the Parties taking into account, that an approved financial report is a prerequisite for disbursements dealt with in Article 7.
- 6.5 A Completion Report from each implementing organisation as well as a common completion report for the whole program compiled by GS/OAS shall be submitted to Sweden as a draft no later than 45 days before the Final Review Meeting. After joint consideration of the draft, the reports shall be amended and finalised and submitted to Sweden within 45 days of the meeting. If the Final Review Meeting for some reason will not be held, the Draft Completion Reports shall be submitted to Sweden no later than 28 February 2008 and the Final Completion Reports within 45 days of receiving comments.
- 6.6 An In-Depth Review (or/and) Evaluation shall be made during 2007. The Parties shall agree on the terms of reference and the procedures for its implementation during the preceding annual review meeting.
- 6.7 Further information on contents and format is provided in Sida's Guidelines for Planning, Reporting and Audit, which are available at www.sida.se/partnerpoint.

6.8 GS/OAS shall promptly inform Sweden if reports and plans cannot be submitted as agreed. Annual reviews will not be held and new funds will not be disbursed until the required documents have been received. Irrespective of agreed reporting routines, the parties shall promptly inform each other if a situation arises that makes it likely that the project/programme will not be carried out as agreed.

6.9 GS/OAS shall provide Sweden with any other information regarding the project/programme that Sweden may reasonably request and enable Swedish representatives to visit project/programme locations and inspect property, goods, records and documents. GS/OAS shall co-operate with and assist Sweden in the performance of follow-ups and evaluations of the impact of the project/programme.

ARTICLE 7 DISBURSEMENT

7.1 Disbursement of the Swedish contribution shall be made as follows:

a) Disbursement to GS/OAS.

i. Disbursement will be made twice a year, with a maximum amount of four million nine hundred thousand Swedish kronor (SEK 4,900,000) for the year 2005, and a maximum of five million Swedish kronor (SEK 5,000,000) per year for 2006 and 2007.

ii. A prerequisite for disbursement is that the requirements in Article 4 are fulfilled and that progress and financial reporting as stipulated in Article 6 is submitted by GS/OAS and approved by Sweden. Each disbursement request needs to include or refer to a progress and financial report, as stipulated in Article 6. No disbursement can be made until Sweden has approved the request.

iii. Disbursements of Swedish contributions shall only be made against a disbursement request in original from GS/OAS. Authorized to sign the disbursement request on behalf of GS/OAS is the Director of the Office for the Promotion of Democracy of the Department of Democratic and Political Affairs or his/her designated representative. GS/OAS shall inform Sweden of any new designation.

iv. The disbursement request shall contain the following information and the disbursement be made accordingly:

- the words "disbursement request" shall be included in the heading
- the Sida Contribution ID 64000055-01
- the name of the project/programme
- the requested amount in SEK

- the recipient's bank, bank address, account number/IBAN No, account holder, clearing number/sort code, SWIFT-code and currency of the account
- financial report on use of previous disbursements or reference to such report.

v. The disbursement request shall be signed and addressed to The Swedish International Development Cooperation Agency, Sida, at:

Address: 8 av. 15-07, zona 10
Dept/Unit: Embassy of Sweden, Guatemala
Responsible Officer: Eva-Lotta Gustafsson
Telephone: +502-2384 7300
Telefax: +502-2384 7350
E-mail: eva-lotta.gustafsson@foreign.ministry.se

GS/OAS shall make available an interest bearing account for the contribution within its accounting system.

ARTICLE 8 INTEREST INCOME AND/OR REFUND OF UNSPENT BALANCES

8.1 Interest income does not have to be refunded to Sida but the final financial report shall provide information on interest income.

8.2 For the refund to Sida of unspent balances the bank instructions are as follows:

Account number: 15634-9
Account holder: Swedish International Development Cooperation Agency (Sida)
Bank: Nordea Bank Sverige AB (publ)
Bank address: S-105 06 Stockholm, Sweden
IBAN No.: SE91 9500 0099 6034 0015 6349
Swift/Bic address: NDEASESS

Transfers can be made to the account via Swift in any currency.

In the notice to Sida, reference shall be made to the Sida contribution ID. The information shall also specify interest income and unspent balances.

ARTICLE 9 AUDIT

9.1 The project/programme shall be audited annually. The audit shall be carried out by an external, independent and qualified auditor contracted and paid by Sweden and approved by the GS/OAS. The Office of

Budgetary and Financial Services of the GS/OAS shall coordinate such audit.

9.2 The Audit Report shall express an opinion whether the submitted Financial Reports are correct and give a true and fair view of the activities of the project/programme and whether the execution has complied with the rules and conditions governing the use of funds as expressed or referred to in this Agreement.

9.3 The auditor shall submit a Management Letter, which reviews the management and the internal control system of the project/programme. The letter shall state which measures have been taken as a result of previous audit reports/management letters and whether measures taken have been adequate to deal with reported shortcomings.

9.4 If requested by Sweden the audit shall also cover the progress report of the project/programme.

9.5 A management response shall be produced by the implementing agency and submitted to the auditor and to Sweden within three weeks from the presentation of the Audit Report.

9.6 GS/OAS shall co-operate with and assist Sweden with any reasonable requests to perform additional audits, follow-ups and financial studies that Sweden may request.

ARTICLE 10 ARBITRATION AND PRIVILEGES AND IMMUNITIES

10.1 Disputes between the parties that cannot be settled amicably shall be settled through arbitration. The arbitration shall be performed in accordance with the UNCITRAL Arbitration Rules. One sole arbitrator shall be appointed. The arbitrator shall have full powers to make a final and binding decision. The place of the arbitration shall be Washington, D.C., and the language used in the arbitration proceedings shall be English.

10.2 Nothing in this Agreement constitutes an express or implied waiver of the privileges and immunities by either Party or its personnel under the laws of Sweden, Guatemala, the United States of America, or international law.

ARTICLE 11 DELEGATION OF POWERS

11.1 The representatives of the parties and their addresses for purposes receiving notice with regard to this agreement are:

Sweden:

In matters concerning changes and amendments to the agreement:

Address: 8 av. 15-07, zona 10
Dept/Unit: Embassy of Sweden, Guatemala
Responsible Officer: Counsellor Hans Magnusson
Telephone: +502-2384 7300
Telefax: +502-2384 7350
E-mail: hans.g.magnusson@foreign.ministry.se

In matters concerning the implementation of this program/project:

Address: 8 av. 15-07, zona 10
Dept/Unit: Embassy of Sweden, Guatemala
Responsible Officer: Eva-Lotta Gustafsson
Telephone: +502-2384 7300
Telefax: +502-2384 7350
E-mail: eva-lotta.gustafsson@foreign.ministry.se

GS/OAS:

Jacqueline Deslauriers, Director of the Office for Promotion of Democracy,
Department for Democratic and Political Affaires

Address: 1889 F Street, Suite 663, Washington D. C. 20006

Telephone: (1-202) 458-3589

Fax: (1-202) 458-6250

E-mail: jdeslauriers@oas.org

11.2 Either Party may change the person to whom notice is to be provided by providing written notice to the other Party.

ARTICLE 12 ENTRY INTO FORCE

12.1 This Agreement shall enter into force upon its signature by the authorized representatives of both parties.

ARTICLE 13 TERMINATION

13.1 This Agreement shall remain valid until 30 June 2008, unless terminated earlier by six months' written notice by either Party. In cases of termination by Sweden the termination shall not apply to funds irrevocably committed in good faith by GS/OAS to third parties before the date of the notice of termination, provided that the commitments were made in accordance with this Agreement.

13.2 In case of serious breach of the Agreement, Sweden may terminate the Agreement with immediate effect.

13.3 In case of termination by GS/OAS, except as otherwise mutually agreed in writing by the Parties, no funds shall be made available for activities after the expiry of the Agreement.

Signed in duplicate originals written in English by the duly authorized representatives of the Parties at the place and on the date indicated below.

Guatemala 2005-05-26
Place and date

Guatemala, 26 Mayo, 2005
Place and date

For the Government of Sweden

For the General Secretariat of the
Organization of American States

Eivor Halkjaer

Signature

Eivor Halkjaer, Ambassador

Name and title in block letters

Diego Paz

Signature

Diego Paz, Director

Name and title in block letters



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

17th and Constitution Ave., N.W. • Washington, D.C. 20006

DELEGATION OF AUTHORITY

SPECIFIC AGREEMENT BETWEEN THE GOVERNMENT OF SWEDEN AND THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES ON SUPPORT TO THE MODERNIZATION AND LEGISLATIVE AGENDA OF THE GUATEMALAN CONGRESS 2005-2007

I, Luigi R. Einaudi, Acting Secretary General of the Organization of American States, hereby delegate to Mr. Diego Paz Bustamante, Director of the Office of the General Secretariat in Guatemala, authority to sign on behalf of the General Secretariat, the above-noted agreement.

This delegation of authority expires on June 8, 2005.


Luigi R. Einaudi
Acting Secretary General

Date: 05-26-05

Washington, D.C.