

## Acuerdos Bilaterales

Clasificación: 05-2005

Fecha de Ingreso: 7 de enero de 2005

Nombre de Acuerdo: Arrangement between the Netherlands Minister for Development Cooperation and the General Secretariat of the Organization of American States – To Implement the OAS-Netherlands Cooperation Project for the Misión to Support the Peace Process in Colombia

Materia: Asistencia técnica / Asistencia financiera

Partes: SG/OEA & the Netherlands Minister for Development Cooperation

Referencia: HOLANDA

Fecha de Firma: 7 de diciembre de 2004

Fecha de Inicio:

Fecha de Terminación:

Lugar de Firma:

Unidad Encargada:

Persona Encargada:

Original:

Claves:

Cierre del proceso:



ORGANIZACION DE LOS ESTADOS AMERICANOS  
ORGANIZAÇÃO DOS ESTADOS AMERICANOS  
ORGANISATION DES ETATS AMERICAINS  
ORGANIZATION OF AMERICAN STATES

17th Street and Constitution Avenue, N.W. Washington, D.C. 20006

**Arrangement between the Netherlands Minister for Development Cooperation  
and the  
General Secretariat of the Organization of American States**

To implement the OAS-Netherlands Cooperation Project for the Mission to Support the Peace  
Process in Colombia

**WHEREAS:**

The Netherlands Minister for Development Cooperation (hereinafter referred to as the "Minister") is prepared to support the Organization of American States' Mission to Support the Peace Process in Colombia (Misión de Apoyo al Proceso de Paz en Colombia) (hereinafter referred to as the "MAPP") through project no. of the Minister 11020 (DMV0036484) (hereinafter referred to as the "Project"), , up to a maximum of United States Dollars ("USD") 953,778.00;

The General Secretariat of the Organization of American States (hereinafter referred to as the "Organization") is prepared to take responsibility for the implementation of this project;

The purpose of the Project is to strengthen the MAPP throughout Colombia so that it can improve its primary task of monitoring and verification of the demobilisation, disarmament and reintegration of members of paramilitary organizations in Colombia.;

The Minister and the Organization have come to the following Arrangement:

1. The Project will be implemented from 1 December 2004. It will be completed by 31 May 2005.

In case the implementation period for the Project agreed upon pursuant to this Arrangement is likely to be overrun, the Organization shall submit to the Minister a written request for an extension of the implementation period at no additional cost to the Minister, as soon as possible.

2. The Organization will be responsible for the provision of services as specified in the Project Document (including budget) "OAS-Netherlands Cooperation Project for the Mission to Support the Peace Process in Colombia", dated September 2004 and attached hereto. The Organization will make every possible effort to ensure timely and full implementation of the Project. No changes may be made to either the Project or its implementation without the written consent of both signatories.  
The Minister bears no responsibility or liability vis-à-vis any third party for projects or activities administered by the Organization and carried out pursuant to this Arrangement.
3. The Minister's contribution to the Project will not exceed USD 953,778.00, including project costs, programme support costs and 3% provision for contingencies.

4. Funds made available for contingencies will be used by the Organization only if and insofar as prices, wages and salaries actually rise above the level of the original budget estimates. Reductions to the inputs agreed upon in the Project Document may become necessary either because of changes in the exchange rate or if cost increases exceed the said provision for contingencies.
5. Funds payable to the Organization under this Arrangement will be transferred in one instalment. Upon receipt by the Minister of a duly signed and dated original of the Arrangement, the total contribution of USD 953,778.00 will be transferred to the Organization's bank account 002080125354 (stating OAS/MAPP, Colombia), ABA/Routing No. 0260-0959-3, Account name: General Secretariat of the OAS, Bank of America, 730 15<sup>th</sup> Street, N.W. Washington, DC 20005-1012, USA.
6. The Minister may determine the precise and definitive financial contribution to the Project following receipt and approval of the final report and the financial accounts of the Project as referred to in Article 8.

The contribution of the Minister is provided only for Project activities. Funds which the Minister has placed at the Organization's disposal are to be used only for activities which have actually taken place. Based on actual costs incurred, funds that are left unspent after completion of the Project will be returned to the Minister immediately and unconditionally.

If the Organization implements part of the Project only, the Minister may assign the remaining part of the contribution to such other purposes as may be mutually agreed upon by the Minister and the Organization.

7. The Organization will administer and account for the funds in accordance with its financial regulations and other applicable rules, procedures and practices and will keep separate records and accounts for the Project.
8. The Organization will submit to the Minister certified financial statements over the year 2004 and 2005 for the Project, no later than June of the following year.  
The Organization will also submit to the Minister, no later than 1 December 2005, a final narrative report containing an overview of Project activities. The Minister attaches great importance to timely and adequate financial and narrative reporting. The Organization will inform the Minister as soon as possible in case the reporting obligations mentioned above, cannot be met.

The Organization will submit reports and financial statements in the currency of the budget, i.e USD.

9. In addition the Organization will, whenever its findings warrant it, report in writing to the Minister, making recommendations, where necessary, concerning the implementation of the Project. Such a report will also be submitted if the Organization sees fit to deviate in the implementation of the activities from that specified in the Project document, as referred to in Article 2, or the plan of operations based thereon.
10. The Organization and the Minister will from time to time, at the request of either signatory, exchange views through their representatives with regard to the progress of the Project and the progress of the relevant implementing agency in implementing the Project in conformity with the anticipated schedule and Project budget.

The Minister may, after prior consultation with the Organization, reduce or terminate the contribution to the Project. If funding is reduced or terminated, costs already incurred by the Organization up to that date will be reimbursed and, within reasonable limits, future financial commitments entered into by the Organization will be covered by the Minister.

11. At the Minister's request, the Organization will produce special auditor's opinions and/or individual audit reports on the project. Such audits should be conducted by the Organization's external auditor on the basis of such a request and at the Minister's expense. The Organization will request the external auditor to submit his report to the Minister within six months of receipt by the Organization of the Minister's request.
12. An evaluation of the Project will be carried out by the Minister and the Swedish authorities jointly, through their respective diplomatic posts in Bogotá, Colombia.

The OAS/MAPP mission will be duly informed on the evaluation criteria to be determined by the Swedish and Netherlands authorities.

The Organization will cooperate in the evaluation of the Project. The Minister will inform the Organization of the results of this evaluation.

13. The offices responsible for coordinating all matters relating to this Arrangement and receiving written notice required under this Arrangement for each of the Parties are:

For the Minister:  
DMV/VG  
Sandra Belder

For the Organization:  
Michael Beaulieu  
Department for Democratic and Political  
Affairs

Either Party may change the person it has appointed above by giving advanced written notice to the other.

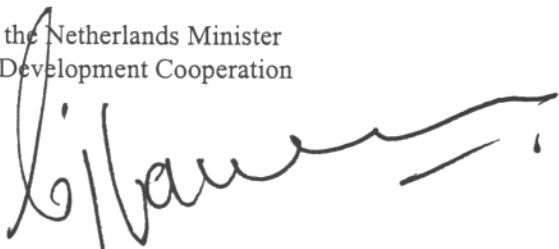
14. The Minister may halt payment or demand repayment of all or part of the funds transferred if contractual and/or reporting and accounting obligations are not met, or if it emerges, either from the reports referred to above or from some other source, that the funds are not being used or have not been used for the implementation of the Project as agreed.
15. The Organization will require that its staff and consultants deployed on projects or programmes financed by the Minister will not offer to third parties or seek or accept from or be promised by third parties, for themselves or for any other party, any gift, remuneration, compensation or benefit of any kind whatsoever, which could be interpreted as an illegal or corrupt practice.
16. If the Organization, for any reason other than that referred to in Article 14 and not through any fault of its own as referred to in Article 15, has been able to implement only part of the Project, the Minister will make a fair pro rata contribution for the part of the work which has been completed or irrevocably committed to third parties in accordance with the terms of this Arrangement.
17. If any dispute arises between the Parties concerning the interpretation, application or implementation of this Arrangement or with regard to any further Arrangement which may result therefrom, which cannot be settled amicably, either signatory may invite the other to conciliate under the Permanent Court of Arbitration Optional Conciliation Rules, as in effect

on the date of this Arrangement. The number of conciliators will be one.

18. Nothing in this Arrangement constitutes a waiver, express or implied, of the privileges and immunities of the Parties their organs and their personnel.

Signed in duplicate in the English language.

For the Netherlands Minister  
for Development Cooperation

A handwritten signature in black ink, appearing to read 'B. van Eenennaam', with a long horizontal stroke extending to the right.

Name: Boudewijn J. van Eenennaam  
Title: Ambassador  
Date: December 7, 2004

For the General Secretariat of the  
Organization of American States

A handwritten signature in black ink, appearing to read 'Luigi Einaudi', with a stylized 'L' and 'E'.

Name: Luigi Einaudi  
Title: Secretary General  
Date: December 7, 2004