

## Acuerdos Bilaterales

Clasificación: 06-2006

Fecha de Ingreso: 14 de marzo de 2006

Nombre de Acuerdo: Contract for Consulting Services Between The General Secretariat of the Organization of American States ("GS/OAS") through its Department of Sustainable Development ("OAS/DSD") and Deutsche Gesellschaft für Technische Zusammenarbeit (GTZ) GmbH Disaster Risk Management in Develop Cooperation, Phase One.

Materia:

Partes: Gs/OAS & Deutsche Gesellschaft für Technische Zusammenarbeit (GTZ) GmbH

Referencia: DGTZ

Fecha de Firma: 30 de enero de 2006

Fecha de Inicio: 30 de enero de 2006

Fecha de Terminación: 30 de Marzo de 2006

Lugar de Firma: Washington, DC, USA

Unidad Encargada:

Persona Encargada:

Original:

Claves:

Cierre del proceso:

Comment [01]: Tiene firmas en lugares diferentes y fechas de firma diferente la considerada es la posterior.



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



Date: 2/1/2006  
Code: USDE-D

**To:** Mr. Dante Negro, Department of Legal Affairs  
**From:** Thomas Scott Vaughan, Director, Department of Sustainable Development *SV*  
**Subject:** Original – Contract for Consulting Services between GS/OAS and GTZ

Attached for your information and files is the original of the above-mentioned Agreement.

cc: Div. II

# Contract for Consulting Services



Deutsche Gesellschaft für  
Technische Zusammenarbeit (GTZ) GmbH

Between the

**General Secretariat of the Organization of American States ("GS/OAS")  
through its Department of Sustainable Development  
("OAS/DSD")  
1889 F Street, N.W.  
Washington, D.C. 20006  
USA**

- hereinafter referred to as "GS/OAS" -

and

**Deutsche Gesellschaft für  
Technische Zusammenarbeit  
(GTZ) GmbH  
Dag-Hammarskjöld-Weg 1 - 5  
65760 Eschborn  
Federal Republic of Germany**

- hereinafter referred to as the "GTZ" -

Date:

06. Jan. 2006

Contract No.:  
81082695

Project Processing No.:  
05.1983.5-001.00

Section/Division:  
4211

Responsible:  
Mrs. N. Seifert

Reference:  
4211 / NSe

The following Contract is herewith concluded for the Project  
(project short title)

**Disaster Risk Management in Develop Cooperation, Phase One**

Country: **Supraregional**

Contract Management:  
5031

Responsible:  
Mrs. F. Riemann  
Mr. S. Müller

Reference:  
5031-FR-Mü/MG

81082695-CV-OAS final

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Telex 40 75 01-0 gtz d  
Internet: <http://www.gtz.de>  
E-Mail: [info@gtz.de](mailto:info@gtz.de)

Vorsitzender des Aufsichtsrates:  
Staatssekretär Erich Stäher  
Geschäftsführer:  
Dr. Bernd Eisenblätter  
Wolfgang Schmitt

Sitz der Gesellschaft:  
Eschborn/Taunus  
Amtsgericht Frankfurt am Main  
Eintragungs-Nr. HRB 12394  
USt-IdNr.: DE 113891176  
Steuer-Nr.: 040 250 58973

Bankverbindung:  
Commerzbank AG, Frankfurt am Main  
BLZ: 500 400 00  
Konto-Nr.: 58 89 555-00  
BIC (S.W.I.F.T.): COBA DE FF  
IBAN: DE 45 500 400 00 05889 555 00

**1. Agreements under International Law**

- Not applicable -

**2. Purpose of the Contract and Intended Development-Policy Impacts**

Create the sustainable process through which communities may access support to retrofit vulnerable primary and secondary schools in Central America using grant proceeds to complement local organizational, labor and technical assistance contributions.

**3. Terms of Reference**

In order to achieve this objective, and the development-policy impacts described therein, the OAS/DSD undertakes to perform the services and/or achieve the results listed in Annex 1, hereto ("Draft Central America School Retrofit Program" or "Terms of Reference"), (which is hereby incorporated by reference into this Agreement). Phase One will document the institutional situation and provide a basis upon which to begin the process of establishing the retrofitting program for schools. The OAS/DSD will assign personnel at GS/OAS headquarters to coordinate and technically supervise, via e-mail and telephone calls, the project activities, and GS/OAS will contract for a consultant in each Spanish-speaking Central American country; i.e., Costa Rica, El Salvador, Guatemala, Honduras, Nicaragua, and Panama. OAS/DSD will execute the project activities in conformity with GS/OAS' norms and procedures. GS/OAS will provide these consultants with detailed terms of reference and timetables to perform activities such as collecting information, contacting national institutions, and meeting with technical personnel, among others.

#### **4. Assignment of Personnel**

4.1 During the two-month period after both Parties have signed this Contract, the GS/OAS shall assign the following experts:

a. Pedro Bastidas as Project Coordinator for up to 1.5 months  
at GS/OAS headquarters in Washington, D.C., USA

b. A local consultant in each participant country in Central America, six in total, for  
up to 1.0 month each.

4.2 The experts assigned to the project by the GS/OAS shall be compensated according to the amounts set forth in the budget included in annex 1 of this Contract.

#### **5. Procurement of Equipment and Materials**

- Not applicable -

#### **6. Reports/Appraisals**

The final report (Section 6.3 of Annex 2) shall be submitted to the GTZ no later than two months after the duly authorized representative of each Party has signed this Contract. The report shall be written in English. OAS/DSD will furnish GTZ with ten (10) copies of the final report.

#### **7. Remuneration**

7.1 GTZ will pay GS/OAS a fixed lump sum amounting to USD\$ 31,900.-  
(i.e., thirty-one thousand nine hundred USA Dollars) for the services to be performed under this Contract. The Parties agree that payment under this Contract is not for reimbursement of time worked, but rather is payment for activities undertaken in an attempt to achieve certain results. Therefore no cost in excess of the agreed sum for remuneration shall be reimbursed by GTZ.

7.2 Taxes, levies or other duties will not be reimbursed by GTZ.

## 8. Payments

8.1 GTZ shall pay GS/OAS the remuneration agreed to in Section 7 of this Contract pursuant to the procedure established in section 13 of Annex 2. However, under no circumstances will GTZ require GS/OAS to provide securities.

8.2 The Parties agree to be reasonable and to act in good faith rather than be bound by strict adherence to Section 12 and Section 13 of Annex 2, where those provisions might be applicable, in view of the position of the GS/OAS as a public international organization.

8.3 Payment shall be made as follows:

The work is to commence upon the signature by both Parties of this Agreement. The first payment shall therefore be effected upon signature of the Contract and request for advance payment to the following amount:

Advance payment pursuant to Section 12.2  
of the General Terms of Contract USD\$ 29,000.-

The advance payment shall be set off pursuant to Section 12.3 of the General Terms of the Contract.

The final payment amounting to a maximum of USD\$ 2,900.- shall be effected after acceptance pursuant to Section 13.5 of the General Terms of Contract and submission of the final statement of account.

## 8.4 Other Provisions

All payments shall be effected only upon presentation of invoices or requests for payment pursuant to Section 12.1 of the General Terms of the Contract.

## 9. FINANCIAL DISPOSITIONS

9.1 The transfer of the funds referred to in Article 7 above, to GS/OAS -shall be carried out by means of bank transfers.

- 9.1.1 Transfer of funds through bank transfers shall be effected using the following information:  
Bank name: Bank of America  
ABA/Routing #: 0260-0959-3  
Bank's address: 730 15<sup>th</sup> Street, N.W.  
Washington, D.C. 20005-1012, USA  
Account number: 002080125354  
Account name: OAS General Secretariat  
Recipient Area: Department of Sustainable Development.
- 9.1.2 In the event that the GS/OAS changes its bank account during the period in which this Contract is in force, the GS/OAS shall notify GTZ through its Coordinator identified in Article 10.2, and GTZ shall conduct bank transfers to this new bank account upon receipt of the notice.
- 9.2 The GS/OAS will administer the Contribution in accordance with its norms and procedures. All financial activity associated with the payments made under this Contract will be subject to audit, whether internally or outside of the GS/OAS. These audits shall be carried out in the context of a general review of GS/OAS's financial operations. The cost of any additional audit that may be requested by GTZ will be charged as a direct cost of the Project or paid directly by GTZ. Any additional audits shall be coordinated by the relevant GS/OAS dependency.
- 9.3 The Parties have agreed that, the GS/OAS will retain ten percent (10%) of the payments hereunder, for administrative costs.
- 9.4. In the event that the period of this Contract is extended, the Parties shall agree upon the percentages or payments applicable for additional GS/OAS administrative support as a result of that extension.
- 9.5 Any reduction in the financial value of the payments made under this Contract, arising as a consequence from a devaluation of the currency in which the payments were made, will be charged to the project or will be directly covered by GTZ at the timely indication of the GS/OAS Coordinator indicated in Article 10..1 of this Contract.
- 9.6 If for any circumstances beyond its control, the GS/OAS is unable to use the Contribution for a period of thirty days or more, the GS/OAS may terminate this Contract further to the provisions in articles 13.13, 13.14 and 13.15, below.

## **10. COORDINATION AND NOTICE**

- 10.1 Within the GS/OAS, the dependency responsible for coordinating the activities of the GS/OAS under this Contract is the Department of Sustainable Development and the Coordinator is Mr. Scott Vaughan, Director. All notifications, communications,

correspondence and discussions regarding substantive and technical matters under this Contract should be addressed to:

Mr. Scott Vaughan

Director

Department of Sustainable Development

Organization of American States

1889 F Street, N.W., Suite 610

Washington, D.C. 20006

Phone: +(202) 458-6248

Fax: +(202) 458-3560

E-mail: [Svaughan@oas.org](mailto:Svaughan@oas.org)

- 10.2 The responsible department at GTZ for coordinating the activities of the GTZ under this Contract is Development Oriented Emergency Aid and the Coordinator is Mrs. Ria Hidajat. All notifications, communications, correspondence and discussions regarding substantive and technical matters under this Contract should be addressed to [Ria.Hidajat@gtz.de](mailto:Ria.Hidajat@gtz.de)
- 10.3 All communications and notifications under this Contract will be validly made only when they are sent by mail or fax and are addressed to the Coordinators at the addresses indicated in Articles 10.1 and 10.2 of this Contract. When communications and notifications are sent by e-mail, they will be valid only if they are sent directly from one Coordinator's e-mail address to the other Coordinator's e-mail address.
- 10.4 Either Party may change the responsible department, the designated Coordinator, the address, telephone and fax number, or e-mail indicated, by notifying in writing the other Party.

## 11. PRIVILEGES AND IMMUNITIES

- 11.1 GTZ recognizes the privileges and immunities accorded to the GS/OAS, its personnel and its assets, in accordance with the OAS Charter, relevant agreements and laws and principles and practices of International Law. Nothing in this Contract shall be construed as a waiver, express or implied, of any of the privileges and immunities of the GS/OAS, its personnel, agents, principals or subsidiary organs under the laws of Germany, the United States of America, and international law.



## 12. DISPUTE SETTLEMENT

- 12.1 The Parties shall use their best efforts to settle amicably through direct negotiation any dispute, controversy or claim arising under this Contract or the breach, termination or invalidity thereof.
- 12.2 Any controversy or claim which cannot be settled as described in Article 12.1, above, shall be resolved through 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. and the law applicable to the arbitration proceedings shall be the law of the District of Columbia, United States of America. The language of the arbitration shall be English. The court of arbitration established in accordance with the UNCITRAL rules may decide *ex aequo et bono*. The arbitral decision shall be final and binding.
- 12.3 Each Party shall indemnify, hold and save harmless and defend at its own expense the other Party, its officers, agents and employees from and against all suits, claims, demands and liability of any nature or kind, including costs and expenses, arising out of the negligent misconduct of that Party or that of its employees in the performance of the terms of this Contract.

## 13. General Terms of Contract

- 13.1 Annex 2, hereto, the General Terms of Contract of the GTZ in the version of June 2003 shall constitute an integral component of this Contract. The GS/OAS agrees that it is familiar with the provisions of Annex 2. The Parties also agree that in view of the status of the GS/OAS as a public international organization, and in view of the nature of this Contract for Phase One of the Central America School Retrofit Program, the provisions of Annex 2, if applicable, will only apply as guidelines and not as mandatory provisions.
- 13.2 The following sections specifically do not apply to this Contract: Section 1.5 (Sale of Equipment and Materials Acquired Duty-Free or Under Other Favoured Conditions), Section 1.5.1 (Sale of Motor Vehicles), Section 1.5.2 (Sale of Other Utility Items), Section 1.6 (Design of Business Cards and Project Business Stationery), Section 1.8 (Restraint of Competition/Bribery/Contractual Penalty), Section 2.4 (Notification of Travel Dates), Section 2.5 (Protection of the Experts), Section 4 (Partner Inputs), Section 5 (Procurement of Equipment and Materials and Commissioning of Subcontractors), Section 6 (Reporting), Section 8 (Rights of Use/Documents on Results of Work), Section

- 11.3 (Accommodation Allowances) , Section 11.4 (Travel Expenses), Section 12.8 (Statute of Limitations), Section 12.11 (Securities), Section 14 (Leave/Sickness), Section 15 (Warranty and Liability), Section 16 (Obligations of the Experts and Subcontractors) and Section 21 (Place of Performance/Jurisdiction declaring German law the governing law and a German city the place of jurisdiction) shall not apply..
- 13.3 The intellectual property provisions referred to in Section 8 of Annex 2 may be the subject of a separate agreement or memorandum of understanding between the Parties, if the Parties feel an agreement on intellectual property rights is germane to this Contract. Otherwise, the Parties may resort to the dispute resolution procedures found in Article 12 of this Contract in the event a disagreement develops.
- 13.4 In no event shall the GTZ require the GS/OAS to provide securities for any reason.
- 13.5 In any dispute concerning the fluctuation of foreign currencies, the Budgetary and Financial Rules of the GS/OAS, found in Administrative Memorandum No. 103 and dated May 20, 2003, shall apply rather than any inconsistent provisions found in Annex 2.
- 13.6 The law of the District of Columbia, USA will govern this Contract rather than that selected in Article 21.2 of Annex 2.
- 13.7 The GS/OAS shall use the "Crisis Contact Form" (attached hereto as Annex 3 and made a part hereof), to inform the GTZ on how OAS/DSD staff can be contacted at any time in the event of a crisis (see also Section 3.1 of Annex II).
- 13.8 The Annexes specified in Article 15 of this Contract shall constitute components of this Contract.
- 13.9 In a number of countries, the GTZ maintains GTZ Offices, which provide support services for projects, both free of charge and against remuneration.
- a. The GS/OAS shall inquire at the local GTZ Office as to which services the latter will provide for the relevant project.
- b. If these services are support services free of charge, the GS/OAS shall avail itself of these services provided by the GTZ Office.

- c. If these services are support services against remuneration, the GS/OAS shall be at liberty to avail itself of these services provided by the GTZ Office. Before GS/OAS avails itself of a support service such as this, a corresponding agreement shall always be entered into with the GTZ Office, which shall also include stipulations governing the remuneration.
- 13.10 The Parties agree to observe the highest ethical and transparency standards in all actions and activities related to the Project. The failure by either Party to do so shall constitute just cause for termination of this Contract.
- 13.11 No change or modification of this Contract shall be made except by prior written agreement between duly authorized representatives of GTZ and the GS/OAS. The GS/OAS shall not assign, transfer, pledge, subcontract or make other disposition of this Agreement or any part thereof or of any of GS/OAS's rights, claims or obligations under this Agreement except with the prior written consent of GTZ.
- 13.12 This Contract shall come into force on the date of signature by both Parties and shall remain in effect for two months thereafter. The Parties may extend the Contract by written amendment signed by the duly authorized representatives of each Party.
- 13.13 This Contract may be terminated by either Party before the expiration of the two-month period by giving notice in writing to the other Party. The period of notice shall be at least 15 days before the date of termination.
- 13.14 In the event the Contract is terminated in this way prior to its expiration date, the GS/OAS shall be compensated on a *pro rata* basis for no more than the actual amount of work performed to the satisfaction of GTZ.
- 13.15 The obligations of GS/OAS under Articles 11 and 12 shall survive the conclusion or termination of this Contract.

**14. Copies**

This Contract shall be drawn up in duplicate. Each Party shall receive one copy thereof.

**15. Annexes (Annexes 2 – 4 can be downloaded from [www.gtz.de/bos](http://www.gtz.de/bos))**

1. Draft Central America School Retrofit Program or Terms of Reference
2. General Terms of Contract (June 2003)
3. Crisis Contact Form (to be filled out by OAS/DSD project staff)
4. Financial Procedures Pertaining to Contract for Services, Work and Labour

Eschborn, 06. Jan, 2006

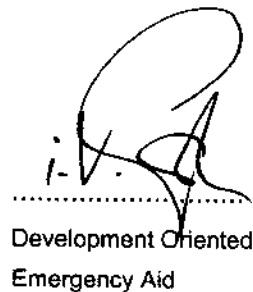
Washington,

DEUTSCHE GESELLSCHAFT FÜR  
TECHNISCHE ZUSAMMENARBEIT  
(GTZ) GmbH

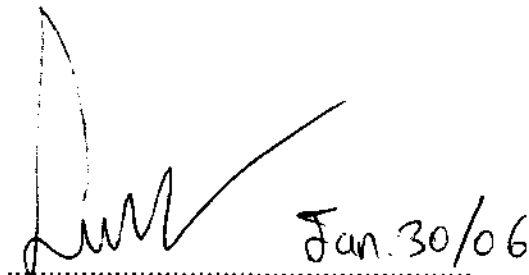
General Secretariat of the  
Organization of American States



Contract Management



Development Oriented  
Emergency Aid



Jan. 30/06

**PN 2005.1983.5-001.00**  
**(Disaster Risk Management in Development Cooperation)**  
**Terms of Reference**

## **Central America School Retrofit Program (CASchool)**

Coordinated by the Office for Sustainable Development and Environment (OSDE) of the OAS (Organization of American States)

### **1. Achievements to fulfil:**

In detail the Consulting will fulfil following achievements:

1. Documentation of the institutional and technical experiences.
2. Contact with the different institutions responsible for school building development in the region and collection of technical material they may have available.
3. Contact with regional and international agencies involved in education, starting with the OAS - Office of Education, Science and Technology, to discuss strategies for policy development for school buildings vulnerability reduction.
4. Meetings with technical personal in the Ministries of Education, Social Investment Funds, Public Works Ministries, NGO's, etc.
5. Update the contact lists of key personnel involve in school infrastructure in the region and establish/strengthen direct contact with them.
6. Prepare a list of specific activities to be implemented in the next year based on the proposal.
7. Begin refreshing the institutional memories for reviewing and rewriting the plans. In most of the countries in the region the people involved in the development of the national school vulnerability reduction plans no longer work in the same institutions. These plans need to be updated and in some cases rewritten.

### **The outputs from these activities are as follows:**

1. Outline of manuals to detail institutional and technical guidelines for carrying out retrofit projects
2. First review of the national school vulnerability reduction plans in each participating country
3. First draft of terms of reference for orientation workshops to be held in next phase and for project proposals to be carried out for pilot activities
4. Draft lists of key personnel involve in school infrastructure in the region