

Acuerdos Bilaterales

Clasificación: 103-2008

Fecha de Ingreso: 29 de febrero de 2008

Nombre de Acuerdo: Contribution Arrangement between Her Majesty the Queen in Right of Canada, herein represented by the Minister of Foreign Affairs and the Secretariat General of the Organization of American States. About the Canadian funded Project titled "Supporting the Second Round of Review for MESICIC, GPSF 07-156.

Materia:

Partes: SG/OEA & Minister of Foreign Affairs of Canada

Referencia: Canadá

Fecha de Firma: 9 de enero de 2008

Fecha de Inicio:

Fecha de Terminación:

Lugar de Firma:

Unidad Encargada:

Persona Encargada:

Original:

Claves:

Cierre del proceso:

CONTRIBUTION ARRANGEMENT

Issued under Treasury Board Authority 832989

This Contribution Arrangement made:

BETWEEN: Her Majesty the Queen in Right of Canada, herein represented by the Minister of Foreign Affairs (hereinafter referred to as "Department of Foreign Affairs and International Trade (DFAIT))"

AND

The General Secretariat of the Organization of American States (GS/OAS)
through the Office of Legal Cooperation
1889 F St., NW,
Washington DC, 20006,
USA

(hereinafter referred to as the "**Recipient**" and jointly as the "**Participants**")

WITNESSETH THAT:

1. THE PROJECT

- 1.01 Supporting the Second Round of Review of the Mechanism for Follow-Up on the Implementation of the Inter-American Convention against Corruption (MESICIC) (GPSF 07-156).
- 1.02 The **Recipient** will use the contribution provided herein (hereinafter the "Contribution") to achieve the following objectives and expected results:

The purpose of this project is to support the technical, administrative and logistical activities of the Second Round of Review of the Committee of Experts of MESICIC, which includes research and analysis for the preparation and publication of national reports on the implementation of selected provisions of the Convention. At the end of the project, national reports will have been adopted and published for Colombia, Panama, Chile, El Salvador, Dominican Republic, and the Bahamas, and draft preliminary national reports will have been prepared for Canada, United States, Guyana, Jamaica, St. Vincent and the Grenadines, and Guatemala.

- 1.03 The **Recipient** will carry out the following activities:



(i) Legal Analysis

The MESICIC Technical Secretariat prepares draft preliminary country reports for each State Party, which are based on self-reporting by each country as well as input from civil society. The draft preliminary reports are written by a team of legal analysts who are experts in anti-corruption. The legal analysts are also responsible for processing the ensuing documents related to each country report, including comments on the draft preliminary reports, and producing subsequent versions of each country report.

(ii) Translation

Translation is required for all of the documents associated with each stage of the MESICIC review process, including the first draft preliminary country reports, comments on the reports and subsequent versions of the reports.

(iii) Internet support

The MESICIC Technical Secretariat publishes on its website all MESICIC-related documents, such as the draft preliminary country reports, comments on those reports, the revised draft report and the final country reports. The schedule of MESICIC activities is also maintained online.

2. THE CONTRIBUTION

- 2.01 Subject to the provisions of this Contribution Arrangement, DFAIT will make a contribution (the "Contribution") to the **Recipient** with respect to the Project, a sum not to exceed, CAD \$100,000.00
- 2.02 The Contribution will be used by the **Recipient** to implement the Project in accordance with the provisions of this Contribution Arrangement and with the terms specified in Annexes "A", "B" and "C" which form an integral part of this Contribution Arrangement. The Contribution will be budgeted in Canadian dollars, provided in Canadian dollars, and will be reported in United States dollars. An illustrative column in Canadian dollars, based on the exchange rate of the actual payment received, will be included in all reports to DFAIT.
- 2.03 Where the **Recipient** submitted a Contribution request, the activities to be performed by the **Recipient** described in that request will, to the extent they are not inconsistent with Paragraph 1.03, be incorporated by reference into this Contribution Arrangement.



- 2.04 The amount of this Contribution Arrangement is definitive. DFAIT will not be responsible for any debt or deficit incurred by the **Recipient** or any other person associated with the Project.
- 2.05 The Contribution made under this Contribution Arrangement will be paid by DFAIT in accordance with the Terms of Payment set forth in Annex "B".
- 2.06 The Contribution will be subject exclusively to the internal and external auditing procedures laid down in the GS/OAS Financial Regulations and Rules. Should an audit Report of the Board of Auditors of the GS/OAS to its governing body contain observations relevant to the Contribution, such information will be submitted to DFAIT.
- 2.07 **The Recipient** will, between the effective date of this Contribution Arrangement and 15th day of March, 2008, perform and complete with care, skill, diligence and efficiency the activities that are described in Paragraph 1.03 of this Contribution Arrangement.
- 2.08 This Contribution Arrangement is not for the consideration of a supply or service to the Crown of Canada, and as such, the Canadian Goods and Services Tax does not apply to any payment made under this Contribution Arrangement.
- 2.09 In consultation with the **Recipient**, DFAIT may request participation as an observer in the **Recipient's** monitoring and evaluation of the Project, in accordance with the **Recipient's** applicable guidelines and procedures.

3. FUNDING

- 3.01 In accordance with Section 40 of the *Financial Administration Act*, payment in any fiscal year (01 April - 31 March) is subject to there being an appropriation of funds by the Parliament of Canada for the fiscal year in which any commitment would come due for payment. If payments can not be made either in full or in part because the level of funding is changed by the Parliament of Canada, DFAIT will notify the **Recipient** as soon as possible whether any payment can not be made.

4. RECORDS

- 4.01 The **Recipient** will maintain records and accounts in accordance with its financial regulations and procedures, to show contributions, interest income and expenditures financed by DFAIT.



5. PAYMENTS AND FINANCIAL REPORTS

- 5.01 The **Recipient** will declare in writing, before signing this Contribution Arrangement, whether it owes any money to the Government of Canada under legislation or otherwise and the **Recipient** accepts that any money to be paid to the **Recipient** pursuant to this Contribution Arrangement may be withheld from payment and applied against any money owing by the **Recipient** to the Government of Canada.
- 5.02 The **Recipient** will declare any sources of funding for this Project as described in Paragraphs 1.01 to 1.03, or proposed sources of funding, in addition to the funds received under this Contribution Arrangement, immediately before the signing of this Contribution Arrangement, or within 10 days of the signing of this Contribution Arrangement, as well as upon completion of the Project and before the final payment by DFAIT is made.
- 5.03 Interim and Final Reports on the Project and its budget will be prepared and presented to DFAIT in accordance with "Annex A" and "B" hereto. These Reports are to be signed by the chief executive officer of the **Recipient** or his or her representative.
- 5.04 The **Recipient** will return to the Receiver General for Canada *via* DFAIT by 21st day of March 2008, funds which, at the expiration or earlier termination of the Project, are not disbursed or accounted for or spent in accordance with terms and conditions of this Contribution Arrangement.
- 5.05 The Contribution of up to CAD \$100,000.00 pursuant to Paragraph 2.01 is based upon the total cost of the Project being CAD \$190,798.00. If it is subsequently determined by DFAIT that the eligible total costs of the Project are of a lesser value than the original figure pursuant to Paragraph 2.01, then the **Recipient** will refund to the Receiver General for Canada *via* DFAIT a pro-rated amount in relation to DFAIT's portion of the Project costs against the total Project costs.
- 5.06 Project costs as detailed in Annex "C" will include a minimum of 11 per cent of the Contribution as described in Paragraph 2.01, to cover indirect costs, including salaries of personnel based in GS/OAS headquarters, office supplies, computer equipment, and telephone and email fees, among other costs incurred by the **Recipient** in relation to the implementation of the Project.

6. ANNOUNCEMENTS AND CEREMONIES



- 6.01 Where appropriate, and in consultation with DFAIT, the **Recipient** will acknowledge the Contribution in any reference made by it with respect to the Project in publications, speeches, press releases or other similar communication materials.

7. ANTI-TERRORISM

- 7.01 The **Recipient** will not use the Contribution for the purpose of any payment to persons or entities, or for the supply of goods, if such payment or supply to the **Recipient's** knowledge or belief, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations or is made, directly or indirectly, to finance, support, facilitate or benefit a terrorist or a terrorist group listed under the *Canadian Criminal Code*, the *United Nations Al-Qaida and Taliban Regulations* or the *Regulations Implementing the United Nations Resolutions on the Suppression of Terrorism*.
- 7.02 If the **Recipient** breaches subparagraph (1), DFAIT will terminate this Contribution Arrangement immediately without notice or any further payment or supply to the **Recipient**.
- 7.03 In its further programming of the Contribution, the **Recipient** will include the following clauses in all of its funding agreements:
- (a) The recipient shall not use the proceeds of this funding agreement for the purpose of any payment to persons or entities, or for the supply of goods, if such payment or supply to the recipient's knowledge or belief, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations or is made, directly or indirectly, to finance, support, facilitate or benefit a terrorist or a terrorist group listed under the *Canadian Criminal Code*, the *United Nations Al-Qaida and Taliban Regulations* or the *Regulations Implementing the United Nations Resolutions on the Suppression of Terrorism* at the time of the payment or supply.
- (b) If applicable, the recipient shall include a corresponding provision in any sub-agreements that the recipient enters into with entities to which the recipient makes the funding available.
- (c) The recipient agrees that any breach of subparagraph (a) above shall entitle the **Recipient** to terminate this funding agreement immediately without notice or any further obligation to the recipient.



- 7.04 DFAIT may monitor the Project in coordination with the **Recipient** and the **Recipient** will, upon receiving proper prior notification, grant DFAIT-designated personnel access to all relevant documents and sites.

8. TERMINATION, REDUCTION OR SUSPENSION

- 8.01 DFAIT may, after consultation with and by giving notice to the **Recipient**, terminate, reduce or suspend its contribution to the Project. More particularly, DFAIT may withhold or cancel any payments under this Contribution Arrangement if the **Recipient** does not use the Contribution exclusively for the Project and in accordance with the provisions of this Contribution Arrangement. Provided, however, that prior to terminating or suspending the Project, DFAIT will contact the Recipient, and the duly authorized representatives of the Participants to seek, in good faith to resolve any matter, prior to giving notice to the **Recipient**, of the termination or suspension of the Project with respect to all or any parts of the Project not completed. All aspects of the Project that are completed by the **Recipient** to the satisfaction of DFAIT before the giving of such notice will be paid for by DFAIT in accordance with the provisions herein.
- 8.02 In addition to the amount which the **Recipient** will be paid under paragraph 8.01, the **Recipient** may be reimbursed for the **Recipient's** eligible financial obligations related to the cancellation of obligations incurred by the **Recipient** pursuant to such notice and obligations incurred by or to which the **Recipient** is subject with respect to the Project.
- 8.03 Payment and reimbursement under these provisions will be made only to the extent that it is established to the satisfaction of DFAIT that the financial obligations were actually incurred by the **Recipient** and that the same are fair and reasonable and are properly attributable to the termination, reduction or suspension of the Project or the part thereof so terminated, reduced or suspended.
- 8.04 The **Recipient** will have no claim for damages, compensation, loss of profit, allowance or otherwise by reason of or directly or indirectly arising out of any action taken or notice given by DFAIT under these termination, reduction or suspension provisions except as expressly provided therein.
- 8.05 If at the time of termination of the Project the **Recipient** has been paid an amount that, in the opinion of DFAIT, exceeds the value of the consideration received by the **Recipient** for that amount, to the date of termination, the **Recipient** will, after satisfying all eligible commitments and liabilities already entered into under the Contribution Arrangement and after consultation with DFAIT refund the excess to the Receiver General for Canada *via* DFAIT.



- 8.06 The **Recipient** will not be entitled to any amount attributable to termination, reduction or suspension which, taken together with any amount paid or becoming due to the **Recipient** under this Contribution Arrangement, exceeds the budgeted amount applicable to the Project pursuant to Paragraph 2.01 unless the **Recipient** has obtained the prior written approval of DFAIT for such excess expenditure pursuant to Paragraph 14.01.

9. BUDGET REVIEW

- 9.01 If the Government of Canada directs DFAIT to proceed with a re-examination of its budget for the purpose of affecting reductions for specific financial years this Contribution Arrangement will be reviewed accordingly.

10. LIABILITY

- 10.01 The **Recipient** will be responsible for dealing with any tort claims by third parties for personal injury, loss, illness, death or damage to their property arising from the Project activities, or for claims, actions, suits and proceedings for the use of any invention claimed in a patent, or infringement or alleged infringement of any patent or any registered industrial obligations in connection with this Contribution Arrangement, and DFAIT will have no responsibility therefore
- 10.02 Where the **Recipient** has entered into a loan, a capital lease or other long term obligation in relation to this Contribution Arrangement, DFAIT and Her Majesty will not accept any liability for any debt in relation to that obligation or for any injury (including death) or for any loss or damage, in relation to the use of anything arising out of that obligation.

11. REPRESENTATIVES/NOTICE

- 11.01 For purposes of this Contribution Arrangement and any notices hereto DFAIT hereby designates hereby designates the Deputy Director, International Crime and Terrorism Division (ICT) as its authorized representative. Any notice or communication shall be addressed to:

Jennifer Irish
Deputy Director (Crime and Drugs Section)
International Crime and Terrorism (ICT)
125 Sussex Drive
Ottawa, ON K1A 0G2
Canada



jennifer.irish@international.gc.ca

- 11.02 For purposes of this Contribution Arrangement and any notices hereto, the Recipient hereby designates the Director, Office of Legal Cooperation, as its authorized representative. Any notice or communication will be addressed to:

Jorge Garcia-Gonzalez
Director, Office of Legal Cooperation
Organization of American States
1889 F St., NW,
Washington DC, 20006,
USA
JGarciaG@oas.org

- 11.03 Where in this Contribution Arrangement, either Participant is to give any notice, request, direction, or other communication, it will be in writing and is effective if delivered in person, sent by registered mail, by telegram, or by telex/facsimile addressed to the Participant for whom it is intended at the address mentioned in this Contribution Arrangement and any notice, request, direction or other communication will be deemed to have been given if by registered mail, when the postal receipt is acknowledged by the other Participant; by telegram, when transmitted by the carrier; and, by telex/facsimile when transmitted. The address of either Participant may be changed by notice in the manner set out in this provision.

12. EVALUATION

- 12.01 Results of any evaluations carried out by the **Recipient** with funds from the Contribution will be communicated to DFAIT by the **Recipient**.

13. GENDER EQUITY

- 13.01 The **Recipient** will in its Reports to DFAIT indicate the manner in which gender considerations have been integrated into the project activities. The **Recipient** will reflect this concern in its planning and program implementation.

14. AMENDMENT

- 14.01 DFAIT and the **Recipient** may amend the terms and conditions of this Contribution Arrangement, at any time **prior to its termination/expiration** provided that such amendment is in writing and signed and dated by the duly authorized representatives of both Participants.



15. NO EMPLOYEE OR AGENCY RELATIONSHIP

15.01 Neither the **Recipient**, nor anyone else who is engaged by the **Recipient** to help with this Project will be considered as employees of the Her Majesty or DFAIT. The **Recipient** also understands that nothing in this Contribution Arrangement makes it a partner or agent of Her Majesty or DFAIT. The **Recipient** will not represent itself, and will ensure its employees and servants do not represent themselves, including in any agreement or arrangement with a third party, as a partner or agent of Her Majesty or DFAIT.

16. CONFLICT OF INTEREST

16.01 It is a term of this Contribution Arrangement that:

- (i) No Canadian public office holder or public servant who is not in compliance with the *Conflict of Interest Act* or the Canadian Values and Ethics Code for the Public Service will derive a direct benefit from this Contribution Arrangement;
- (ii) During the term of this Contribution Arrangement any Canadian public office holder or public servant engaged in the course of carrying out this Contribution Arrangement will conduct themselves in compliance with the *Conflict of Interest Act* and the Canadian Values and Ethics Code for the Public Service. Should an interest be acquired during the life of this Contribution Arrangement that would cause a conflict of interest or seem to cause a departure from principles espoused in the Codes referenced above, the **Recipient** will declare it immediately to the Department Representative.

17. LOBBYING

17.01 Any person lobbying at the request of the **Recipient** pursuant to this Contribution Arrangement will register with the appropriate governmental authority in accordance with the requirements under the *Lobbyists Registration Act* of Canada.

18. REFUNDS AND INTEREST ON ADVANCES, OVERPAYMENTS, DISALLOWED EXPENSES, UNEXPENDED AND UNACCOUNTED BALANCES

18.01 Any advances paid under this Contribution Arrangement will be deposited in accordance to the regular practices and procedures of the **Recipient** and shall be accounted for separately by the **Recipient**. Interest on outstanding balances in these accounts will be accrued at rates in accordance to the regular practices and



procedures of the **Recipient** in respect of such accounts. The interest so accrued will be reported to DFAIT in the financial reports. The disposition of such interest will be determined in consultation with DFAIT.

- 18.02 The **Recipient** will promptly refund to the Receiver General for Canada *via* DFAIT any overpayment, payment made for ineligible expenses under this Contribution Arrangement, unexpended or unaccounted balances. The **Recipient** understands that such are debts to Her Majesty and that any refund/debt owing under this provision will include interest in accordance with Treasury Board of Canada policies and Canadian law.

19. EQUIPMENT AND MATERIAL PURCHASES

- 19.01 For the duration of the Project, ownership of equipment and materials purchased with project funds will vest in the **Recipient**, unless otherwise specified in the project description. Following the completion of the Project, further disposition of the equipment and materials purchased with Project funds will be done in consultation with DFAIT.

20. DISPUTE RESOLUTION

- 20.01 Any disputes between the Participants as to the meaning or application of this Contribution Arrangement which cannot be resolved through direct consultation and negotiation may be resolved through a mutually agreeable dispute resolution mechanism.

21. LAW

- 21.01 This Contribution Arrangement will be governed by and construed in accordance with international law.

22. MISCELLANEOUS

- 22.01 Unless otherwise specifically provided, nothing in this Contribution Arrangement will imply the assumption of any responsibility by DFAIT, the Departmental Representative or their representatives for any aspect of the organization, management, or financing of the Project. Notwithstanding anything in this Contribution Arrangement, DFAIT does not by financial or other assistance to the **Recipient** accept any responsibility for errors, negligence, mismanagement or debts incurred by the **Recipient** or any other person, group, or agent associated with it.

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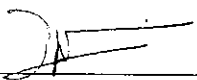
- 22.02 This Contribution Arrangement will inure to the benefit of and will be binding upon the Participants hereto and their lawful heirs, executors, administrators, successors and assigns.
- 22.03 No member of Canada's Parliament (House of Commons or Senate) will be involved with or benefit from any share or part of this Contribution Arrangement.
- 22.04 This Contribution Arrangement will not be assigned by the **Recipient** without the prior written consent of DFAIT.
- 22.05 The Effective Date of this Contribution Arrangement is the date on which it is signed by the Participants. If the signing occurs on two different dates, this Contribution Arrangement will take effect on the date of the last signature.
- 22.06 At the conclusion of the Project or its earlier termination the **Recipient** will submit a Final Financial and Narrative Report by the 21st day of March, 2008 as per the format indicated in Annex "A".
- 22.07 The expiration date of this Contribution Arrangement will be the 30th day of April 2008.
- 22.08 This Contribution Arrangement is an administrative arrangement between the Government of Canada and the **Recipient**.
- 22.09 This Contribution Arrangement, including Annexes "A", "B", and "C" hereto, constitutes the entire understanding between the Participants with respect to the Project.

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IN WITNESS WHEREOF, the Participants have executed this Contribution Arrangement as of the day and year shown below.

FOR THE RECIPIENT

SIGNED AT Washington, DC ON 21 December 2008 2007 12/11 -
Day Month Year



Name: Jean Michel Arrighi
Director, Department of International Legal Affairs
General Secretariat, Organization of American States

Name of Witness: Wendy Pond Signature: Wendy Pond

FOR HER MAJESTY

SIGNED AT _____ ON _____
Day Month Year

Name: Robert Derouin
Director General
IRD, Stabilization and Reconstruction Task Force (START) Secretariat


Name of Witness: _____ Signature: _____

WP

IN WITNESS WHEREOF, the Participants have executed this Contribution Arrangement as of the day and year shown below.

FOR THE RECIPIENT

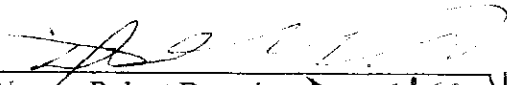
SIGNED AT Washington, DC ON 21 December 2007 11 11 -
Day Month Year


Name: Jean Michel Arrighi
Director, Department of International Legal Affairs
General Secretariat, Organization of American States

Name of Witness: Wendy Pond Signature: Wendy Pond

FOR HER MAJESTY

SIGNED AT Ottawa ON 09 Jan 08 .
Day Month Year


Name: ~~Robert Derouin~~ Deirdre Kent
~~Director General~~ Asst. Dir.
IRD, Stabilization and Reconstruction Task Force (START) Secretariat

Name of Witness: Rita Boushence Signature: Rita Boushence



ANNEX "A"

UNDERTAKINGS BY THE RECIPIENT

FINAL REPORT

At the end of the Project or its earlier termination the **Recipient will** submit to DFAIT a Final Financial and Narrative Report by 21st day of March, 2008.

The Final Financial Report shall include the final accounting for the utilisation of the Project funds. The Final Financial Report will also provide a complete list of funds spent on the basis of budgeted line items as compared to the original Project budget line items, pursuant to Annex "C", with a justification of any variances between estimated and actual expenditures that are over 10%. A request for payment of the final amount due, less any un-disbursed funds will be included. The release of the final payment, as outlined in Annex "B" sub-paragraph 2.1.4, is subject to receipt, review and acceptance of the Final Report.

The Final Narrative Report will be submitted as per the format indicated in Annex "A". The Final Narrative Report will include, but not be limited to, a description and analysis of:

- the activities and achievements of the Project;
- women's inclusion in the Project;
- a comparison of planned versus actual activities, including an explanation of variances;
- successes and failures of the Project in terms of meeting its objectives;
- problems encountered, actions taken, results and lessons learned; and
- conclusions and recommendations.

**FINAL REPORT TEMPLATE
(PUBLIC SAFETY)**

Please refer to your results-based performance framework; your final report should be based on this document

1. Project Overview

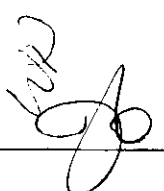
Briefly state the nature of the project, and its objective(s).

2. The Project

2.1 Activities

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GPSP 07-156



Describe 'planned' and 'actual' activities, and reasons for changes if any.

2.2 Methodology

Describe 'planned' and 'actual' methodology, and reasons for changes if any.

2.3 Duration

Describe 'planned' and 'actual' project duration, and reasons for changes if any.

3. Results

3.1 Outputs Level

List outputs achieved, and reasons for changes from 'planned' to 'actual' if any. How were these outputs identified?

Where possible and relevant, please report on the following indicators:
▪ # of conferences, consultations and/or meetings attended and/or supported
▪ # of training courses, workshops, developed and/or delivered
▪ # of training manuals or other training materials produced
▪ # of agreements negotiated or policies adopted
▪ # of research reports and position papers prepared
▪ # of surveys, data gathering and assessments completed
▪ # of guides, checklists, policy tools and models/best practice scenarios developed
▪ # of information/promotional publications produced/disseminated, web-sites, audio-visual products and CD-ROMs created
▪ # of requests for Canadian personnel deployment and expertise fulfilled
▪ # of public awareness campaigns supported/media outreach supported Attach copies of articles published (or other forms of media coverage) in connection to or as a result of this project
▪ # of diplomatic missions supported

3.2 Reach

3.2.1 Identify the direct beneficiaries of the project, and reasons for changes from 'planned' to 'actual' if any.

Beneficiaries may include but need not be limited to the following:

▪ Governments in conflict or crisis affected countries	▪ International NGOs abroad
▪ Other government officials	▪ Military, police and judicial bodies
▪ Civilian populations in conflict or crises affected countries	▪ Ex-combatants/ victims
▪ Media organizations	▪ Parties engaging in conflict including non-state or rebel actors
▪ General public in Canada and abroad	▪ Academics and research institutions
▪ Regional multilateral organizations	▪ Private sector organizations
▪ International multilateral organizations	▪ Children/youth/students
▪ Canadian NGOs	▪ Women's groups

3.2.2 Have women participated in a meaningful fashion in the design and implementation of this project? Were actions taken to ensure the active involvement of women in achieving the project's main activities and results? How did women benefit from this project?

3.3 **Immediate Outcomes**

Please demonstrate *how* and *to what extent* the project achieved the following immediate outcome:

Contributed significantly to increased capacity of less-advantaged states to counter threats posed by transnational organised criminal activities (including illicit drug production and trafficking, substance abuse and international terrorism).

Where possible and relevant, please report on the following indicators:
▪ # of participants in countries attending workshops, conferences, training and other activities related to public safety issues.
▪ Though self-evaluation, did the event/activity increase participants' awareness of public safety issues <i>significantly, somewhat</i> or <i>not at all</i> ? How was this assessed/measured?
▪ # of manuals/publications/communications materials (such as audio-visual products, CD-ROMs) produced and disseminated
▪ # of hits/visits on web-sites produced at end of project.

3.4 **Intermediate Outcomes**

Has the project contributed towards achieving one or more of the following intermediate outcomes:

▪ Raised awareness, understanding, knowledge and mainstreaming of human security issues.
▪ Improved international policy dialogue and coherence on human security issues.
▪ Increased adherence and compliance with international norms and standards with respect to human security.
▪ Increased leveraging of political and financial commitments.
▪ Strengthened capacity of multilateral organisations and international NGOs with respect to human security issues.
▪ Strengthened capacity of regional and national organisations and NGOs with respect to human security issues.
▪ Strengthened capacity of, and coordination among, Canadian actors with respect to human security issues.

4. Project Performance

4.1 Relevance to Human Security Program Agenda

Did the project meet one of the five thematic priorities of the Human Security Program?

4.2 Appropriateness

Were project resources, capacities and selected strategies sensible and sufficient to achieve the intended result(s)?

4.3 Timeliness

Were project activities implemented in a timely fashion? If not, why not?

4.4 Cost-Effectiveness

Was the project implemented in an effective and efficient manner? Please provide evidence.

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ANNEX "B"

TERMS OF PAYMENT

For implementing the Project as specified under this Contribution Arrangement, as more specifically set out under Annex "A": (Undertakings by the **Recipient**), subject to the Cash Flow Statement set out in Annex "C" (Budgetary Estimates and Cashflow Statement), and as approved from time to time by DFAIT through the budgetary review processes or otherwise, the Contribution will be paid by DFAIT to the **Recipient** in accordance with the following "Terms of Payment".

1. BASIS OF PAYMENTS

For implementation of the Project to DFAIT's satisfaction in accordance with the **Recipient's** obligations under this Contribution Arrangement, DFAIT will pay expenses incurred by the **Recipient** on the following basis of payment:

1.1 Salaries - Recipient's Personnel

1.1.1 For project personnel assigned to implement the project under this Contribution Arrangement, who are employees of the **Recipient**: actual annual salary, plus fringe benefits (including paid benefits and absence from work) paid in accordance with the **Recipient's** established pay scales and benefits provision.

1.1.2 Fees - Non-Institutional Personnel/Outside Consultants

For Non-Institutional Personnel and Outside Consultants engaged solely for the purposes of the project, working in Canada and in the field, paid in accordance with the **Recipient's** established remuneration scale.

1.1.3 Other Canadian Government Employees

Payment for any other Canadian Government employees engaged for the purposes of the Project will be in accordance with the Treasury Board of Canada *Policy on Interdepartmental Charging and Transfers Between Appropriations*.

1.1.4 Local Costs

The actual cost of locally engaged consultants and other local support activities required for the Project but not to exceed local market rates for similar activities. Project work hours will be recorded using a time reporting system.

1.2 Travel Expenses for the Recipient's Personnel



Travel expenses for Recipient personnel will be reimbursed according to the Recipient's established travel entitlements and standards.

- 1.3 Internet, Computer Access, etc.
The actual and reasonable cost of computer equipment, internet access and related expenses, if and when required under the Project.
- 1.4 Reimbursable Project-related Costs
The actual cost of reasonable and justifiable Project-related administrative expenses such as communications, supplies, couriers, photocopying, fax, printing, etc., will be reimbursed subject to approval by DFAIT.
- 1.5 Translation Services
The actual cost of translation services/or interpreters in Canada and overseas not to exceed established market rates as substantiated by the **Recipient**.

2.0 METHOD OF PAYMENT

For implementing the Project to the satisfaction of DFAIT, and for the budgetary purposes referred to in Annex "C", DFAIT will provide payment to the **Recipient** in accordance with the following:

- 2.1 Subject to 2.4, DFAIT will provide the Recipient with accountable advances. These accountable advances will be made on the following basis:
- 2.1.1 An initial accountable advance of CAD \$39,506.00 based on the **Recipient's** estimate of expenditures contained in its Statement of Expenditures and Cashflow Statement, will be provided after the Effective Date of this Contribution Arrangement and within thirty days after receipt of a written Request for Funds.
- 2.1.2 Subsequent Requests for Funds (accountable advance) shall include a revised Cashflow Statement as per the format in Annex "C" and may be submitted no earlier than 30 days after the Effective Date of this Contribution Arrangement. Upon approval of the second Request for Funds, DFAIT shall make an accountable advance to carry out the activities deemed necessary for the second period, not exceeding three (3) months.
- 2.1.3 Thereafter, DFAIT shall make accountable advances for each succeeding period not exceeding three (3) months, one period at a time, upon approval of the **Recipient's** Request for Funds. An accounting of the first advance will be required before the third advance is issued. An accounting of each advance



received following the first advance is required before the fourth and subsequent advances are issued. No more than two (2) consecutive advances shall remain outstanding at any given time. All financial reports are to be signed by the chief executive officer of the **Recipient** or his or her representative.

- 2.1.4 A final payment of up to CAD \$10,000.00 (10%) less any accountable balance from past advances, will be issued by DFAIT upon receipt, review and acceptance by DFAIT of the Final Report (see Annex "A") and a request for payment.
- 2.2 No payment will be made to the **Recipient** until DFAIT receives a Request for Funds properly completed in accordance with Annex "B" and "C" and approved by DFAIT:
- (i) of actual expenditures for the most recently completed three month period compared to forecast;
 - (ii) Project-to-date expenditures, including above compared to forecast;
 - (iii) revised forecast expenditures for the current quarter and the three subsequent quarters.

2.3 Documentation and records, including time spent by personnel on the Project, in support of the above statements will be retained by the **Recipient** and made available to DFAIT or a representative of DFAIT on request.

2.4 All statements, requests for funds or payments and other documentation submitted by the **Recipient** will be sent in three (3) copies to DFAIT at the address shown in 11.01 of this Contribution Arrangement and will indicate the following codes, and be accompanied by such other information as may be required and communicated by DFAIT:

Project Title: Supporting the Second Round of Review of the Mechanism for Follow-Up on the Implementation of the Inter-American Convention against Corruption (MESICIC)

Project Number: GPSP 07-156

Institution: Organization of American States

2.5 Within fifteen (15) days of receipt of the statements required above, **DFAIT** will notify the **Recipient** in writing when:

- (i) there are errors or omissions in the documentation;
- (ii) the activities of the **Recipient** are not satisfactory or not conformity with the Contribution Arrangement;
- (iii) the amount requested by the **Recipient** appears to exceed the



actual value of the activities performed;

- 2.6 Any fees or expenses, referred to above, incurred by the **Recipient** which are the subject of notification will be excluded for the purposes of payment until the said fees or expenses have been accepted by DFAIT.
- 2.7 Payment in Canadian dollars will be issued by DFAIT to the **Recipient** to the address shown in 11.02 of this Contribution Arrangement, or if applicable, funds will be transferred as per completed Wire Transfer Form.
- 2.8 Where the DFAIT has issued a payment in Canadian dollars but the **Recipient** has received that payment in any currency other than Canadian dollars, the value of that payment will be determined by the exchange rate of the actual payment received. For illustration purposes, this same rate of exchange regarding that payment will be used in all reports to DFAIT, including financial expenditure reports.

A handwritten signature in black ink, located in the bottom right corner of the page. The signature is stylized and appears to consist of several loops and a long horizontal stroke.

ANNEX "C"

BUDGETARY ESTIMATES AND CASH FLOW STATEMENT

Any variances in amounts over 10% under this Contribution Arrangement are subject to DFAIT approval and an amendment pursuant to Paragraph 14.01 of this Contribution Arrangement.

Expenditures under this Contribution Arrangement Project will take place between the effective date of this agreement and 15th day of March, 2008.

GPSF BUDGET						
Project Name	Supporting the Second Round of Review of the Mechanism for Follow-Up on the Implementation of the Inter-American Convention against Corruption (MESICIC)	GPSF Project Number:	07-156			
Implementing Agency	OAS Office of Legal Cooperation, which acts as the Technical Secretariat of the Mechanism for Follow-Up on the Implementation of the Inter-American Convention against Corruption (MESICIC).	Total contribution in CAN\$: 100,000.00	\$100,000			
BUDGETED EXPENSES (CAN\$)*						
ITEM	Item details	Calculations breakdown	Calculations Total	From GPSF	From other sources	TOTAL
Direct project expenses						
1. Legal Analysis	Preparation of country reports	Legal Analyst @ \$114,100/yr for 3 months	\$28,525	\$25,000	\$3,525	\$28,525
		Legal Analyst @ \$114,100/yr for 3 months	\$28,525	\$25,000	\$3,525	\$28,525
		Legal Analyst @ \$114,100/yr for 3 months	\$28,525	\$25,000	\$3,525	\$28,525
SUBTOTAL			\$57,050	\$50,000	\$7,050	\$57,050

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2. Translation of documents	Replies to the questionnaire for 6 countries**	6 reports x approx 35,000 words/report @ \$170/1000words	\$8,840	\$8,840	\$0	\$8,840
	6 draft preliminary reports**	6 reports x approx 24,000 words/report @ \$170/1000words	\$24,480	\$20,160	\$4,320	\$24,480
	sub-group comments on draft preliminary reports***	12 docs x approx 2,500 words @ \$170/1000 words	\$5,100	\$0	\$5,100	\$5,100
	State Party comments on draft preliminary reports***	6 docs x approx 5,500 words @ \$170/1000 words	\$5,610	\$0	\$5,610	\$5,610
	6 revised draft preliminary reports***	6 docs x approx 5,500 words @ \$170/1000 words	\$5,610	\$0	\$5,610	\$5,610
	SUBTOTAL			\$49,640	\$29,000	\$20,640
3. On-site translation	On-site translation of sub-group report***	6 shifts x \$390/shift	\$2,340	\$0	\$2,340	\$2,340
	On-site translation of adjustments to the 6 final reports***	4 shifts x \$390/shift				
SUBTOTAL			\$1,560	\$0	\$1,560	\$1,560
4. Interpretation	Interpretation in 2 languages for sub-group meetings	6 shifts x 4 interpreters x \$490/shift	\$11,760	\$0	\$11,760	\$11,760
	Interpretation in 3 languages for Expert meetings	6 shifts x 6 interpreters x \$490/shift	\$17,640	\$0	\$17,640	\$17,640
SUBTOTAL			\$29,400	\$0	\$29,400	\$29,400
5. Meeting services	Control operator for subgroup meeting	6 shifts x \$110/shift	\$660	\$0	\$660	\$660

	Room supervisor for subgroup meeting	6 shifts x \$100/shift	\$600	\$0	\$600	\$600
	Control operator for Committee meeting	6 shifts x \$110/shift	\$660	\$0	\$660	\$660
	Room supervisor for Committee meeting	6 shifts x \$100/shift	\$600	\$0	\$600	\$600
SUBTOTAL			\$2,520	\$0	\$2,520	\$2,520
6. Internet Support	Webmaster	1 webmaster (50% dedicated to MESICIC activities) for 3 months @ \$58,400/yr	\$7,300	\$6,000	\$1,300	\$7,300
SUBTOTAL			\$7,300	\$6,000	\$1,300	\$7,300
7. Document Reproduction	Print documents for meetings, including reports	\$0.05/copy x 200,000 copies	\$10,000	\$4,000	\$6,000	\$10,000
SUBTOTAL			\$10,000	\$4,000	\$6,000	\$10,000
8. Solidarity Fund	Fund participation from experts from financially limited countries		\$10,000	\$0	\$10,000	\$10,000
SUBTOTAL			\$10,000	\$0	\$10,000	\$10,000
SUBTOTAL			\$169,810	\$89,000	\$80,810	\$169,810
9. Overhead ^a	Indirect cost recovery in accordance with OAS policy	11% of final subtotal	n/a	\$11,000	\$9,988	\$20,988
TOTAL			\$100,000	\$90,798	\$190,798	\$190,798

- Note:**
- Activities listed in the budget must correspond to those listed in the Results-based Performance Framework.
 - All travel to be conducted in accordance with GS/OAS guidelines.

* On September 24, 2007 1 US Dollar = 1.00 Canadian dollar, at an exchange rate of 1.00164
 ** Canada, United States, Guyana, Jamaica, St. Vincent and the Grenadines, and Guatemala.
 *** Colombia, Panama, Chile, El Salvador, Dominican Republic, and the Bahamas
 ^ The OAS Indirect Cost Recovery Policy requires that Member State grants include a minimum of 11% to cover indirect costs, such as the services provided by the
 OAS Department of Budgetary and Financial (processing funds, procurement, compiling financial reports, conducting audits, etc), as well as indirect human resource costs and office space.

GPSF CASHFLOW AND IMPLEMENTATION PLAN

Project Name	Supporting the Second Round of Review of the Mechanism for Follow-Up on the Implementation of the Inter-American Convention against Corruption (MESICIC)	CASHFLOW AND IMPLEMENTATION PLAN					Total
		Quarter 1 1 April to 30 Jun 07	Quarter 2 1 July to 30 Sept 07	Quarter 3 1 Oct 07 to 31 Dec 07	Quarter 4 1 Jan - 31 March 08	1 April 2007 - 31 March 2008	
Implementing Agency	OAS Office of Legal Cooperation, which acts as the Technical Secretariat of the Mechanism for Follow-Up on the Implementation of the Inter-American Convention against Corruption (MESICIC)						
Activities	Item details	Projected Amount	Projected Amount	Projected Amount	Projected Amount	Projected Amount	Projected Amount
1. Legal Analysis	Preparation of country reports - legal analyst	0	0	8,333	16,667	25,000	

	Preparation of country reports - legal analyst	0	0	8,333	16,667	25,000
SUBTOTAL		0	0	16,666	33,334	50,000
2. Translation of documents	Replies to the questionnaire for 4 countries	0	0	8,840	0	8,840
	6 draft preliminary reports	0	0	0	20,160	20,160
SUBTOTAL		0	0	8,840	20,160	29,000
6. Internet Support	Webmaster	0	0	2,000	4,000	6,000
SUBTOTAL		0	0	2,000	4,000	6,000
7. Document Reproduction	Print documents for meetings, including reports	0	0	1,000	3,000	4,000
SUBTOTAL		0	0	1,000	3,000	4,000
9. Overhead	Indirect cost recovery in accordance with OAS policy	0	0	11,000	0	11,000
SUBTOTAL		0	0	11,000	0	11,000
TOTAL		0	0	39,506	60,494	100,000

Note:
 • Activities listed in the budget must correspond to those listed in the Results-based Performance Framework.
 • All travel to be conducted in accordance with GS/OAS guidelines.