Acuerdos Bilaterales

Clasificación:	200-2008
Fecha-de Ingreso:	20 de junio de 2008
Nombre de Acuerdo:	Agreement between the General Secretariat of the Organization of American States and the Renewable Energy and Efficiency partnership for REEP Latin American and the Caribbean Regional Secretariat Activities in 2008/2009
Partes:	SG/OEA & Renewable Energy and Efficiency partnership for REEP Latin American and the Caribbean Regional
Referencia:	REEP
Fecha de Firma:	10 de junio de 2008
Fecha de Inicio:	
Fecha de Terminación:	
Lugar de Firma:	
Unidad Encargada:	
Persona Encargada:	
Original:	
Claves:	
Cierre del proceso:	

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

2010

Memorandum

Date: 6/13/2008
Code: USDE-D

To: Mr. Dante Negro, Director, Office of International Law

From: Cletus Springer, Director, Department of Sustainable Development

Subject: Original –REEEP contract number 108002. Agreement between the General Secretariat of the OAS and the Renewable Energy and Efficiency Partnership for REEEP Latin American and the Caribbean Regional Secretariat Activities in 2008/2009

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

Organization of American States
17th & Constitution Ave. N.W.
Washington, D.C. 20006

REEEP contract number 108002

AGREEMENT BETWEEN THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES AND THERENEWABLE ENERGY AND EFFICIENCY PARTNERSHIP FOR FOR REEEP LATIN AMERICAN AND THE CARIBBEAN REGIONAL SECRETARIAT ACTIVITIES IN 2008/2009

The Renewable Energy and Energy Efficiency Partnership, Vienna International Center/D1732, Wagramerstrasse 5, A-1400 Vienna, hereinafter also referred to as "**REEEP**", on the one part,

and

The General Secretariat of the Organization of American States (GS/OAS), a public international organization with headquarters at 1889 F Street NW, Washington DC 20006, United States of America, through its Department Office of Sustainable Development and Environment (DSDOSDE/OAS), hereinafter also referred to as the "Provider", on the other part,

together hereinafter also referred to as the "Parties",

Hereby agree as follows:

1.Subject

1.1 The subject of the present Agreement shall be the performance of services as REEEP Latin American and the Caribbean Regional Secretariat by the Provider (hereinafter referred to as the "Services"), which shall refer to various administrative, organizational and development services, during 2008/09.

1.2 A detailed reference of the stipulated Services shall be drawn in Annex A which shall become an integral part of the present Agreement. The Provider accepts the terms and conditions and undertakes to carry out the Agreement under its own responsibility and to the best of its ability and in accordance with Annex A, hereto.

1.3 Under the provisions of the present Agreement the Provider shall allocate the capacity of at least one full time person to the implementation of this Agreement. The services to be delivered shall be planned in advance on a quarterly basis in consultation with the Network Director.

1.4 Under the provisions of the present Agreement and as remuneration for the performed Services, REEEP shall effect payment according to the schedule for payment and reporting as set out in Annex B. The payment shall be effected upon submission of both invoice and report by the Provider, to the bank account (incl. bank details, IBAN, SWIFT and Location) as specified on the invoice.

1.5 The total maximum amount of the remuneration as well as the expenditures which REEEP has to pay to GS/OAS according to this Agreement is **€ 70,000**. In accordance with its rules, GS/OAS shall retain twelve percent (12%) for indirect cost coverage related to the Services specified at Annex A.

3.10 The Provider shall commit to not engage in any kind of money-laundering and/or fraudulent activity. For the purpose of this clause, fraudulent activity or fraud shall mean dishonestly obtaining a benefit by deception or other means. The Provider is responsible for preventing and detecting fraud. The Provider shall monitor fraudulent activities in the countries stated in Annex A to the present Agreement.
The Provider shall report to REEEP in writing within 3 working days any detected, suspected or attempted fraudulent activity.

3.11 The Provider warrants that the Provider and its employees shall not make or cause to be made, nor shall the Provider and its employees receive or seek to receive, any offer, gift or payment, consideration or benefit of any kind, which would or could be construed as an illegal or corrupt practice, either directly or indirectly to any party, as an inducement or reward in relation to the execution of this Agreement. In addition, the Provider and its employees shall not bribe public officials and shall ensure that all sub-contractors comply with this provision. Any breach of this clause shall be grounds for immediate termination of this Agreement by notice from REEEP.

3.12 The Provider shall immediately inform REEEP if it becomes aware or notices any instance or attempt of fraudulent activity, money laundering, or funding of terrorist organisations in connection with the fulfilment of its obligations under the present Agreement."

4. Monitoring and Evaluation

4.1 REEEP or third parties mandated by REEEP may oversee, monitor and evaluate the performance of any and all Services and activities rendered and REEEP or third parties mandated by REEEP may therefore carry out monitoring visits at a time agreed with the GS/OAS upon reasonable notice being given and shall therefore have access to all necessary documentation.

5. Termination of the Agreement

5.1 REEEP reserves the right to terminate this Agreement upon consultation with GS/OAS, and with one month's advance written notice to GS/OAS, inter alia, in the following circumstances:

5.1.1 For failure to implement the goals and objectives stipulated in accordance with Annex A of this Agreement;
5.1.2 For material breach by GS/OAS of any of the terms of this Agreement
5.1.3 For reasons of force majeure; or
5.1.4 For reason of lack of funds due to unforeseen circumstances.
5.1.5 For infringement of any and all stipulations stated in 3.8, 3.9, 3.10, 3.11 and 3.12 of the present Agreement.

5.2 GS/OAS may terminate this Agreement upon consultation with REEEP and with one month's advance written notice to REEEP in the following circumstances:

5.2.1 For REEEP's failure to make payments of the contribution as agreed;
5.2.2 For REEEP's material breach of the Agreement; or
5.2.3 By reason of force majeure.

5.3 Upon termination of the present Agreement, the Provider shall provide financial and narrative reports (including certified copies of invoices and receipts) covering the period of operation of the Agreement.

5.4 Upon termination of the Agreement, REEEP retains the right to recover any funds given to the Provider for the purposes of the Agreement which cannot be accounted for.

through consultation, they shall resolve the dispute through a mutually agreeable, binding dispute resolution mechanism.

8.7.3 Nothing in or related to this Agreement shall be deemed to constitute any waiver, express or implied, of the immunities, privileges, exemptions and facilities enjoyed by GS/OAS under international law, international conventions or agreements, or the domestic law of Austria, or the laws of the United States of America.

8.8 (Annexes) The present Agreement includes from the moment of its signing the following Annexes, both of which shall form an integral part thereof:

Annex A	Terms of Reference
Annex B	Payment and Reporting Schedule which form an integral part of this Agreement.

The Parties, by their duly authorized representatives, hereby sign this Agreement in duplicate originals at the locations and on the dates indicated below.

Signed: _____
Mr Alfred Ofosu-Ahenkorah
Deputy - Chairperson, REEEP Governing Board

Date: 08 MAY 2008

Signed: _____
Mr Cletus Springer
Director, Department of Sustainable Development, GS/OAS

Date: 10 June 2008

Signed: _____
Ms Elfriede More
Deputy Rapporteur, REEEP Governing Board

Date: _____

ANNEX A

TERMS OF REFERENCE

Funding and payment shall be provided under this Agreement in order to maintain a REEEP Regional Secretariat in Latin American and the Caribbean (hereinafter the "REEEP Secretariat"). The Secretariat will be responsible for coordinating and facilitating REEEP activities in the following countries:

Argentina
Bolivia
Brazil
Chile
Dominican Republic
El Salvador
Grenada
Guatemala
Honduras
Jamaica
Mexico
Nicaragua
Peru
St Lucia
St. Kitts and Nevis

The person responsible for the Agreement in the Provider's organization must ensure that all activities funded under this Agreement are in line with the priorities established in the approved REEEP Strategy and Work Programme. The Provider must, therefore, ensure that all of its personnel working on the Agreement have a clear understanding of that document.

The following table lists the activities that the REEEP Regional Secretariat will carry out during the period of the Agreement.

The activities in the action plan should be in addition to the tasks specified as core deliverables in the table below and should strongly be focused on replication of current REEEP projects.

Tasks	Target group	Methodology	Product	Delivery Date
Provide Regional Infrastructure for the REEEP Network as needed.	REEEP Network	Support and Physical Infrastructure (Office)	Functioning REEEP Regional Secretariat Office	• End of April 2008
Develop and strengthen contact by undertaking regular contact with REEEP Partners, key regional policy makers and governments at all levels in the areas of energy, climate change and development.	REEEP Network, Government Officials, Ministers, Financial Institutions, NGO's REEEP Partners, potential partners, key decision and policy-makers	Developing Relationships and Contacts Contact letters and contact minutes Support and develop REEEP's online community.	A Progress Report to be contained within mid-term and final reports.	• End of September 2008 and April 2009
Provide Information about stakeholders, decision and policy makers in the region on request.	REEEP Network	Information	Communication by email, telephone etc.	• On request
Development of best practice case studies (template) in the region	REEEP Network, International Secretariat.	Documentation	Report (maximum 3 pages per study) on 3 regional case studies, to be uploaded to the REEEP Website.	• End of December
Identify and pursue funding opportunities and establish strategic co-operations within the region.	REEEP Network, Government Officials, Ministers, Financial Institutions, NGO's REEEP Partners, potential partners, key decision and policy-makers	Documentation	Develop and pursue funding opportunities and establish strategic co-operations. Details to be contained in mid-term and final reports.	End of September 2008 and April 2009
Acquire new and strategically relevant partners for REEEP within the region and integrate them into the REEEP network.	REEEP Network, Government Officials, Ministers, Financial Institutions, NGO's REEEP Partners, potential partners, key decision and	Partner Registration	Develop and pursue a Partner registration programme for the region. Details to be contained in	• End of September 2008 and April 2009

aims and objectives.			in mid-term and final reports.	
Provide regional information for Internal and Governing Board Reports	REEEP Network	Documentation	Overviews of events undertaken, activities etc.	Quarterly (end of June, Sept, Dec, and March)
Organise REEEP events in the region which aim to develop the regional RE and EE situation, and look to influence key decision and policy makers	REEEP Network, Governments, Decision makers, Policy makers, investors and potential donors in the region.	Event management, Report	(At least) 3 events per annum. Report on the Event explaining impact, who attended the event, what it was meant to achieve, etc. Photos from the event.	• Three events to be completed by the end of March 2009. • Report one month after event.
Represent REEEP at regional / international events	REEEP Network, Government Officials, Ministers, Financial Institutions, NGO's REEEP Partners, potential partners, key decision and policy-makers	Presentation	Presentation of REEEP (at least 4 events) Report on the Event explaining impact, who attended the event, what it was meant to achieve, etc. Photos from the event.	• Presentations at four events to be completed by the end of March 2009. • Report one month after event.
Attend and organise one annual regional meeting for REEEP Partners in the region.	REEEP Network	Face to Face Meeting	Minutes, List of attendees, Report of Meeting, and regional actions needed. To feed findings into Regional Action Plan for 2009/10	• Meeting to be completed by November 2008.
Attend the annual meeting of regional secretariats, and	REEEP Network	Face to Face Meeting	Attendance at the annual Regional	• Completed by March 2009

Tasks	Target group	Methodology	Product	Delivery Date
Promotion of the Project cycles And answering questions and providing information on the project cycle	Governmental institutions at the national and regional level, banking and finance institutions and RE and EE industry in the target countries covered by the RS	One-to-one meetings with federal and state government agencies and key financial institutions and industry organisations not yet active under REEEP programme. Translations to local languages and use of electronic and print media and events encouraged.	Applications from new government agencies and key new financial institutions in the region.	• December 2008
Membership of regional steering committees in the region support to the Programme management Implementation System and the REEEP Programme	Independent experts and regional steering committee members	Electronic interface of PMIS	Appraisal inputs by regional steering committee members (including the secretariat) and or independent experts during the short-listing and ranking stages of regional projects.	• December 2008
Support to implementing Commissioned Projects that are relevant to the RS	Project managers	Meetings, Minutes, and Emails	Project and Priority inputs	• Throughout the year depending on the specific commissioned projects
Project Implementation and supervision according to REEEP's PMIS and latest version of programme manual,	Project managers, independent experts	Programme Management Information System (PMIS), meetings, phone calls	Training on the PMIS process and developments to project managers. Comprehensive recommendations and substantive comments on financial and project progress reports and evaluation	• Throughout the year. Each progress report to be reviewed and recommended within a maximum period of 10 working days.

ANNEX B

SCHEDULE FOR PAYMENT AND REPORTING

Payments

1. General financial requirements are set out in Article 3 of the Agreement.

2. Invoices for activities carried out under this Agreement should be submitted to the REEEP Network Director, Vienna International Centre, D1733, Wagramerstrasse 5, A-1400 Vienna, according to the following schedule:

   - A sum of **30%** of the total amount of the Agreement will be paid to the Provider within one month of the signature of the Agreement.
   - **40%** of the total amount of the Agreement will be paid to the Provider within one month of receipt by the Network Director of a satisfactory mid-term financial and narrative report (due by 30 November 2008).
   - The final payment of **30%** of the total amount of the Agreement will be paid to the Provider within one month of receipt by the Network Director of a satisfactory final financial and narrative report.

3. Payments will be made through bank transfers and do not include bank expenses. Any and all bank expenses and transfer fees shall be borne by the Provider.

4. In the event of a report being deemed unsatisfactory by the Network Director, the reasons for this must be clearly documented and the parties must agree a resolution procedure.

Reporting

1. General reporting requirements are set out in Article 3 of the Agreement.

2. The Provider must provide adequate narrative and financial reports including invoices to the Network Director by 30 November 2008 and 30 April 2009. These reports should include a clear assessment of how well the activities undertaken have met the objectives of the Agreement as set out in Annex A. The final financial and narrative report must cover the entire period of Agreement implementation.

3. When available, an audited financial report of the current year of the Provider must be submitted to the Network Director, in accordance with Article 3.2.