

Acuerdos Bilaterales

Clasificación: 212-2008

Fecha-de Ingreso: 15 de Agosto de 2008

Nombre de Acuerdo: Agreement between the Government of the Kingdom of Norway and the General Secretariat of the Organization of American States for Support of International Observation of the first phase of the electoral process for elections in Nicaragua 2001

Partes: SG/OEA & Government of the Kingdom of Norway I

Referencia: Norway

Fecha de Firma: 28 de abril de 2001

Fecha de Inicio:

Fecha de Terminación:

Lugar de Firma:

Unidad Encargada:

Persona Encargada:

Original:

Claves:

Cierre del proceso:

AGREEMENT BETWEEN THE GOVERNMENT OF THE KINGDOM OF NORWAY AND THE GENERAL SECRETARIAT OF ORGANIZATION OF AMERICAN STATES FOR SUPPORT OF INTERNATIONAL OBSERVATION OF THE FIRST PHASE OF THE ELECTORAL PROCESS FOR ELECTIONS IN NICARAGUA 2001.

ARTICLE 1 THE PARTIES

1.1 The parties to this Agreement are the Government of the Kingdom of Norway and the General Secretariat of the Organization of American States (GS/OAS).

ARTICLE 2 THE PROJECT

2.1 The objective of the project is to establish an international observation mission during the first phase of the election process in Nicaragua.

ARTICLE 3 THE NORWEGIAN CONTRIBUTION

3.1 According to the enclosed budget, the costs of the project are 260 000 USD. Subject to parliamentary appropriation of funds, Norway shall make available an amount of USD 40.000 (Forty thousand US dollars) for the project INTERNATIONAL OBSERVATION OF THE FIRST PHASE OF THE ELECTORAL PROCESS FOR ELECTIONS IN NICARAGUA 2001.

ARTICLE 4 DISBURSEMENT

4.1 Norway's contribution shall be available for disbursement in one instalment upon signature of the Agreement and after a request for payment by GS/OAS.

4.2 GS/OAS shall make an interest bearing bank account available for the contribution.

ARTICLE 5 CONDITIONS FOR THE UTILIZATION OF THE NORWEGIAN CONTRIBUTION

5.1 The Norwegian contribution shall be used in accordance with the GS/OAS's application and its budget dated 18 May, 2001 (the Application). GS/OAS is responsible for the planning, implementation, follow-up and reporting of the project.

5.2 GS/OAS shall provide information on the use of the Norwegian contribution upon request.

194 2

5.3 Should circumstances arise which call the feasibility or validity of the project into question, or which induce GS/OAS to make major adjustments to its objectives or if GS/OAS decides to make any important deviation from the presented plan, GS/OAS must obtain Norway's written approval before continuing the project or before implementing such changes.

5.4 Only costs for project activities carried out during the period from 1 May, 2001 to 30 September, 2001 may be financed by the Norwegian contribution.

ARTICLE 6 PLANNING AND FOLLOW UP

6.1 GS/OAS and Norway shall meet to follow up the progress of the project.

ARTICLE 7 IMPLEMENTATION OF THE PROJECT

7.1 The implementation of the project shall be organized as described in the project document dated 18 May, 2001.

ARTICLE 8 REPORTING

8.1 GS/OAS shall furnish Norway with financial and narrative reports as follows.

a. Financial report

On expiry of the activity period specified in Article 5, GS/OAS shall furnish Norway with a financial report. This report shall be submitted to Norway no later than **31 October, 2001**. The financial contributions to the project should be specified in the report.

The final financial report shall be audited by a Chartered Accountant (or Certified Public Accountant if audited in the United States of America) in accordance with internationally accepted audit standards. The accountant shall be external and independent of GS/OAS.

b. Narrative report

GS/OAS shall furnish Norway with a narrative report on the project. The report shall cover the results obtained and the impact expected.

The report shall cover the activities of the project and summarize to what extent its objectives have been achieved. The report shall be submitted to Norway no later than **31 October, 2001**.

8.2 Norway may appoint an independent auditor to undertake an audit as a matter of routine, or in cases where Norway deems it necessary. Reviews and audits may also be carried out by the Norwegian Auditor General as and when he deems it necessary.

TST 27

ARTICLE 9 GS/OAS' OBLIGATION TO REPAY

9.1 Norway may, if substantial deviation from presented plans and budgets in the application dated 18 May, 2001 has occurred, reclaim the disbursed amount, wholly or in part, from GS/OAS.

9.2 If the conditions set out in Article 5 are not fulfilled or fully respected, Norway may reclaim disbursed funds, wholly or in part, from GS/OAS.

ARTICLE 10 UNEXPENDED FUNDS ACCRUED INTEREST

10.1 Any balance of the contribution unspent upon completion of the activity period under this Agreement shall be refunded to Norway unless otherwise agreed in writing by the parties.

10.2 Interests accrued on the Norwegian contribution shall be accounted for separately. Interests shall be refunded to Norway at the end of the agreement period unless otherwise agreed in writing by the parties.

ARTICLE 11 DELEGATION OF POWERS

11.1 The Royal Norwegian Embassy, Managua shall be empowered to represent the Government of the Kingdom of Norway in matters concerning the implementation of this Agreement.

11.2 Mr. Santiago Murray of GS/OAS' Unit for the Promotion of Democracy shall be empowered to represent GS/OAS in matters concerning the implementation of this Agreement.

11.3 Either party may change the representative it has designated above by way of advanced written notice to the other.

ARTICLE 12 ENTRY INTO FORCE, MODIFICATION AND TERMINATION

12.1 This Agreement shall enter into force 1 May, 2001 and shall remain in force until **31 March, 2002**, unless terminated earlier by either party.

12.2 Either Party may terminate this Agreement by giving at least three months prior notice to the other; in the case of serious breach of this Agreement alleged by Norway based on reasonable information, Norway may terminate the Agreement immediately, provided that Norway has previously notified GS/OAS in writing of the alleged breach and has attempted to meet in good faith with GS/OAS to resolve the matter.

14/2

12.3 In the case of termination by Norway, GS/OAS shall be reimbursed by Norway for any funds irrevocably committed in good faith by GS/OAS to third parties pursuant to this Agreement or other agreements between the Parties before the date of GS/OAS' receipt of the termination note. GS/OAS may deduct that reimbursement from any funds already advanced to GS/OAS by Norway but not otherwise expended, before returning the remainder of those funds advanced by Norway.

12.4 In case of termination the following obligations shall, however, remain in force until they have been fulfilled: Articles 8, 9, 10, 11 and 12.

12.5 This Agreement may be modified by an exchange of letters or other document of amendment signed and dated by the duly authorized representatives of the Parties.

Two originals of the text of this Agreement, written in the English language, have been signed.

Managua 28.04.01
Place and date

Place and date

For the Government of the
Kingdom of Norway

For the General Secretariat of the
Organization of American States

Tove Stub
Signature

Santiago Murray
Signature

**Tove Stub, Counsellor
Development Cooperation**

**Santiago Murray,
Chief of Mission**