

Acuerdos Bilaterales

Clasificación: 23-2003

Fecha de Ingreso: 7 de abril de 2003

Nombre de Acuerdo: Agreement on Support of the Special Mission for Strengthening Democracy in Haiti, during 2002

Materia: Observación Electoral / Democracia

Partes: SG/OEA & Swedish International Development Cooperation Agency

Referencia: SIDCA

Fecha de Firma: 16 de Julio de 2002

Fecha de Inicio: 16 de Julio de 2002

Fecha de Terminación: 30 de Junio de 2003

Lugar de Firma: Estocolmo, Suecia / Washington D.C. Estados Unidos

Unidad Encargada:

Persona Encargada:

Original:

Claves:

Cierre del proceso:

**AGREEMENT BETWEEN THE SWEDISH INTERNATIONAL
DEVELOPMENT COOPERATION AGENCY AND THE GENERAL
SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES ON
SUPPORT OF THE SPECIAL MISSION FOR STRENGTHENING
DEMOCRACY IN HAITI, DURING 2002**

ARTICLE 1 THE PARTIES

1.1 The parties to this Agreement are the Swedish International Development Cooperation Agency ("Sida") and the General Secretariat of the Organization of American States ("GS/OAS").

a. The Swedish International Development Cooperation Agency, Sida

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Sweden
Dept/Unit: Department for Latin America
Responsible Officer: Mr. Torgny Svenungsson
Telephone: +46 8 698 5016
Telefax: +46 8 698 5643
E-mail: torgny.svenungsson@sida.se

b. GS/OAS

Address: 17th and Constitution Ave., N.W.
Washington, D.C. 20006
USA
Contact person: Mr. Paul O. Spencer
Telephone: +1 (202) 458 6201
E-mail: pspencer@oas.org

ARTICLE 2 THE PROJECT

2.1 The Contribution shall be used for activities ("the Project") specified in GS/OAS' request to Sida dated February 19, 2002 ("the February 19, 2002 Request"). The objective of the Project is to deploy a Special Mission for strengthening democracy in Haiti. The immediate objective of the Special Mission is to find a solution to the current political crisis as established in the OAS Permanent Council Resolution No. CP/RES. 806 (1303/02) of January 15, 2002.

2.2 Resolution CP/RES. 806 also outlines the mandate of the Special Mission as being:

- a. To investigate and assess the situation;
- b. To support the Government of Haiti, Haitian civil society and democratic political parties... to strengthen the Haitian democratic institutions;
- c. To monitor events in Haiti, including (a) respect for the essential elements of representative democracy, and (b) compliance with any accords that may result from GS/OAS-sponsored negotiations.

ARTICLE 3 THE SWEDISH CONTRIBUTION

3.1 According to the budget attached to the February 19, 2002 Request, the cost of the Project, calculated for a group containing 15 professionals as technical staff plus appropriate support staff, is USD 2,838,000. Subject to parliamentary appropriation of funds, Sida shall make available an amount of ONE MILLION SWEDISH KRONOR (SEK 1,000,000) for the Special Mission to Haiti.

ARTICLE 4 DISBURSEMENT

4.1 No Swedish disbursements will be made until sufficient complementary financing of the Project has been secured by GS/OAS.

4.2 Disbursements of contributions shall only be made against a requisition. Authorized to sign the requisition on behalf of GS/OAS are the Director of Financial Services, Mr. Emilio Romero, or the Assistant Secretary for Management, Mr. James Harding.

4.3 Sida's model requisition or GS/OAS' own requisition may be used. The requisition shall contain the following information:

- a. the word "requisition" shall be included in the heading;
- b. the reference numbers stated at the top of page one of this agreement;
- c. the name of the Project;
- d. the organisation, or equivalent, requesting disbursement, and its address;
- e. the person who is the authorised signatory of the organisation and the responsible function in the organisation;
- f. the requested amount in SEK;
- g. the recipient's bank, bank address, account number, account holder, clearing number/sort code, SWIFT-code and currency of the account ;

h. the contact person, division and department at Sida.

4.4 The Swedish contribution shall be disbursed as follows:

a. The contribution shall be available for disbursement upon signature of the Agreement and after receipt of the corresponding requisition from GS/OAS;

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

4.5 Under this Agreement, Sida may decide to withhold the disbursement, wholly or in part, if substantial deviations from the presented plan and budget occur; if the main Project objectives are endangered; if reports are not delivered as agreed or if the Project develops unfavourably in terms of the objectives in any other important respect. Before taking such a decision, Sida shall initiate discussions with GS/OAS.

ARTICLE 5 CONDITIONS FOR THE UTILISATION OF THE SWEDISH CONTRIBUTION

5.1 The contribution shall be used in accordance with the February 19, 2002 Request.

5.2 GS/OAS is responsible for the planning, implementation, follow-up and reporting of the Project.

5.3 GS/OAS undertakes to provide information on the use of the Swedish contribution upon request.

5.4 Should circumstances arise that endanger the feasibility or validity of the Project or that 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 Sida's written approval before continuing the Project or before implementing such changes.

5.5 Only costs for Project activities carried out during the period from the date of this agreement's signature by both parties to December 31, 2002 may be financed by the Swedish contribution.

5.6 The implementation of the Project has already been initiated and disbursements may be made under this Agreement up to March 31, 2003.

ARTICLE 6 PLANNING AND FOLLOW UP

6.1 GS/OAS and Sida may meet at their convenience to follow up the progress of the Project.

ARTICLE 7 PROCUREMENT OF GOODS AND SERVICES

7.1 The procurement of goods and services shall be performed in accordance with GS/OAS procurement regulations.

ARTICLE 8 ENVIRONMENTAL IMPACT

8.1 When relevant, the GS/OAS shall perform an environmental impact assessment ("EIA"). GS/OAS is responsible for the implementation of the agreed recommendations from such EIA.

ARTICLE 9 IMPLEMENTATION OF THE PROJECT

9.1 The implementation of the Project shall be organized as described in the February 19, 2002 Request.

ARTICLE 10 REPORTING

10.1 GS/OAS shall furnish Sida with financial and narrative reports as follows.

a. Financial report;

(i) On expiry of the activity period specified in Article 5, GS/OAS shall furnish Sida with a financial report. This report shall be submitted to Sida no later than March 31, 2003.

(ii) The final financial report shall be audited by a Chartered Accountant in accordance with internationally accepted audit standards. The accountant shall be external and independent of GS/OAS.

b. Narrative report

(i) GS/OAS shall furnish Sida with a narrative report on the Project. The report shall cover the results obtained and the impact expected.

(ii) The report shall cover the activities of the Project and summarise to what extent its objectives have been achieved. The report shall be submitted to Sida no later than March 31, 2003.

10.2 GS/OAS shall give Sida all information on the Project and on the use of the resources provided by Sida that Sida may reasonably request in addition to information contained in the reports. GS/OAS shall also, as far as it is within its power, enable representatives of Sida to visit and study the various activities of relevance for Sida's follow-up of its contribution and the Project's impact, and enable such representatives to inspect property, goods, records and documents.

10.3 Audited accounts and other relevant documents shall be kept for ten years after the last disbursement of the contribution according to this Agreement.

ARTICLE 11 ACCRUED INTEREST

11.1 Under this Agreement the final financial report shall provide information on accrued interest. Accrued interest shall be refunded to Sida by GS/OAS within three months of the end of the Project.

11.2 Payment shall be made into Sida's account number 15634 - 9 with Postgirot Bank, International Division, 105 06 Stockholm, Sweden, swift code PGSISESS, with reference to the Project.

ARTICLE 12 OBLIGATION TO REPAY

12.1 Under this Agreement funds not utilised before March 31, 2002, for the financing of activities shall be repaid to Sida within three months of that date.

12.2 Sida may, if substantial deviation from presented plans and budgets in the February 19, 2002 Request has occurred, reclaim the disbursed amount, wholly or in part, from GS/OAS.

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

ARTICLE 13 ARBITRATION

13.1 Disputes between the parties that cannot be settled amicably shall be settled through arbitration. Arbitration shall be performed in accordance with the UNCITRAL arbitration rules in Washington, D.C. or at some other place in which both parties have offices. One sole arbitrator shall be appointed, who shall have full powers to make final and binding decisions. The language used in the arbitration proceedings shall be English.

ARTICLE 14 ENTRY INTO FORCE AND TERMINATION

14.1 This Agreement shall enter into force upon its signature by both parties and remain valid until June 30, 2003, unless terminated earlier by the provision of not less than three months' written notice by GS/OAS or Sida.

14.2 In case of termination the obligations under Articles 10-13 and 14.4 shall, however, remain in force until they have been fulfilled.

14.3 In case of serious breach of the Agreement, Sida may terminate the Agreement with immediate effect by giving prior written notice to GS/OAS.

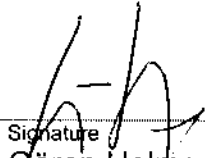
14.4 Notwithstanding the termination of this agreement, the Contribution may be used to finance irrevocable obligations to third parties entered into in good faith by GS/OAS with third parties for the Project as set out in the February 19, 2002 Request in reliance upon this Agreement.

Two duplicate originals of the text of this Agreement, written in the English language, have been signed on the date and in the place indicated below:

Stockholm, June 14, 2002

Place and date

For the Swedish International
Development Cooperation
Agency



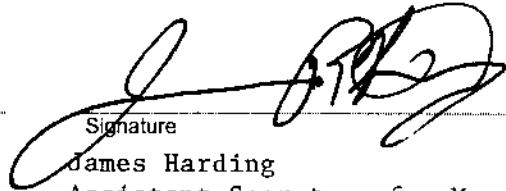
Signature
Göran Holmqvist
Director
Department for Latin America

Name and title in block letters

Washington 10 July 2002

Place and date

For The General Secretariat of
the Organization of American
States



Signature
James Harding
Assistant Secretary for Management

Name and title in block letters