

Acuerdos Bilaterales

Clasificación: 235-2008

Fecha-de Ingreso: 29 de septiembre 2008

Nombre de Acuerdo: Gran Contract External Actions between the European Community represented by the Delegation of the European Commission in Barbados and the Eastern Caribbean, of the one part, and the General Secretariat of the Organization of American States

Partes: SG/OEA & European Commission in Barbados and the Eastern Caribbean

Referencia: EC

Fecha de Firma: 20 de junio de 2008

Fecha de Inicio:

Fecha de Terminación:

Lugar de Firma:

Unidad Encargada:

Persona Encargada:

Original:

Claves:

Cierre del proceso:

GRANT CONTRACT
- EXTERNAL ACTIONS OF THE EUROPEAN COMMUNITY -

Project 132 - OAS - Caribbean

The European Community, represented by the Delegation of the European Commission in Barbados and the Eastern Caribbean, of the one part, and the General Secretariat of the Organization of American States (GS/OAS), 1889 F Street, NW, Washington, DC 20006, USA ("the Beneficiary"), of the other part, have agreed as follows:

Special conditions

Article 1 - Purpose

- 1.1 The purpose of this contract is the award of a grant by the Contracting Authority for the implementation of the Action entitled: **Increasing the Sustainability of the Energy Sector in the Caribbean through Improved Governance and Management** ("the Action").
- 1.2 The Beneficiary will be awarded the grant on the terms and conditions set out in this contract, which consists of these special conditions ("Special Conditions") and the annexes, which the Beneficiary hereby declares it has noted and accepted.
- 1.3 The Beneficiary accepts the grant and undertakes to carry out the Action under its own responsibility.

Article 2 - Implementation period of the Action

- 2.1 This contract shall enter into force on the date when the last of the two Parties signs.
- 2.2 Implementation of the Action shall begin on:
The first day of the month following the date on which the first instalment of prefinancing is paid by the Contracting Authority.
- 2.3 The Action's implementation period, as laid down in Annex I, is 36 months.

Article 3 - Financing the Action

- 3.1 The total cost of the Action eligible for financing by the Contracting Authority is estimated at 1,970,457 EURO as set out in Annex III.

Copies of the documents referred to above, and correspondence of any other nature, should be sent to:

The Head of Delegation
European Commission
Delegation to Barbados & OECS
Mervue House, Marine Gardens
Hastings, Christ Church, Barbados

Attn: Infrastructure Section

For the Beneficiary

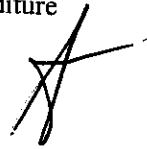
Mr. Mark Lambrides
Chief Division of Energy and Climate Change
Department of Sustainable Development
General Secretariat of the Organization of American States (GS/OAS)
1889 F Street, NW; Washington, DC 20006; USA
Tel: +1-202-458-6261, Fax: +1-202-458-3560
Email: mlambrides@oas.org

Article 6 - Annexes

6.1 The following documents are annexed to these Special Conditions and form an integral part of the contract:

- Annex I: Description of the Action
- Annex II: General Conditions applicable to European Community-financed grant contracts for external Actions
- Annex III: Budget for the Action, Sources of Funding and Procurement Plan
- Annex IV: Contract Award procedures
- Annex V: Standard request for payment form
- Annex VI: Model narrative and financial report
- Annex VII: Model report of factual findings and terms of reference for an expenditure verification of an EC financed grant contract for external actions⁵
- Annex VIII: Model financial guarantee⁶

⁵ This annex will be inserted only where a verification is provided for in Article 15.6 of Annex II, depending on the grant amount.



- 6.2 In the event of conflict between the provisions of the Annexes and those of the Special Conditions, the provisions of the Special Conditions shall take precedence. In the event of conflict between the provisions of Annex II and those of the other annexes, those of Annex II shall take precedence.

Article 7 - Other specific conditions applying to the Action

- 7.1 The General Conditions are supplemented by the following:

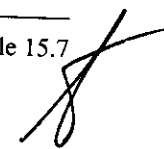
- 7.1.1 The audit firm which will carry out the audit(s) referred to in Article 15.6 of Annex II is Ernst & Young LLP, Assurance and Advisory Business Services, 5 Times Square, New York, NY 10036, +1-202-327-8942 .⁷
- 7.1.2 The rules of nationality and origin for the participation in contracts to be awarded by the Beneficiary are those applicable in conformity to the Cotonou Agreement
- 7.1.3 With reference to Article 8.1 of the Annex II independent mid-term and final evaluations to be financed as part of the budget of the Action are compulsory for projects under component 1 of the Energy Facility.
- 7.1.4 With reference to Article 14 of Annex II, a contingency reserve may be included in the Budget of the Action, to cover any adjustment necessary in the light of changed circumstances on the ground. The contingency reserve should not be higher than 5% of eligible costs and can only be used with the prior written authorization of the European Commission, upon a duly justified request from the Beneficiary.

- 7.2 The following derogations from the General Conditions shall apply:

- 7.2.1 By derogation from Article 1.3 of the Annex II, the portion of the Action which can be sub-contracted can be important and can cover works, supplies and services. However it can never be for the entire amount of the Action.
- 7.2.2 By derogation from Article 1.3 of the Annex II, in case another donor imposes to the Applicant specific procurement rules on its co-financing, the Applicant shall consider that the EC and the other donor have different procurement rules and shall limit the use of the other donor's procurement rules to the contracts directly financed by the other donor. This is subject to the fact that these contracts are clearly identified and distinguished from the rest of the project and are tendered separately. The provisions of Annex IV will continue to apply to the part of the Action financed by the EC and the Applicant.
- 7.2.3 By derogation from Article 2.1 of the Annex II, technical and financial reports for projects under component 1 of the Energy Facility must be provided on a quarterly basis.
- 7.2.4 By derogation from Article 14.5 of the Annex II, and exclusively within the framework of civil society initiatives, the labour (in-kind) contributions provided

⁶ This annex will be inserted only where a financial guarantee must be provided pursuant to article 15.7 of Annex II, depending on the amount of prefinancing under the contract.

⁷ This provision is inserted only where an audit is provided for in Article 15.6 of Annex II.



by final beneficiaries (end users, citizens, etc) can be considered eligible costs for the implementation of civil society initiatives.

- 7.2.5 By derogation from Article 15.7 of the Annex II, if the sum of total pre-financing under the Contract is more than 1.000.000 Euro or 80% of the Contract amount (90% if the Beneficiary is a NGO), a financial guarantee will be requested, except where the Beneficiary is an administration or a public body from a Member State of the European Community. The financial guarantee must be denominated in Euro and must be issued by a bank established in one of the Members States of the European Union or in the relevant ACP State and in conformity with the model given in Annex VII. The guarantee shall remain valid until its release by the European Commission when the total amount of the pre-financing under the Contract is again less than 1.000.000 Euro or after payment of the balance.

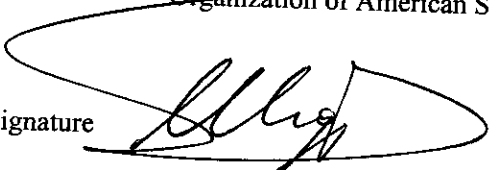
Done at in three originals in the English language, two of them for the Contracting Authority and one for the Beneficiary.

For the Beneficiary

Name Jose Miguel Insulza
Title Secretary General of the
Organization of American States

Signature

Date

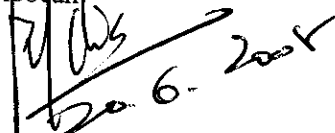

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For the Contracting Authority

Name Valeriano Diaz
Title Head of Delegation of the
European Commission in
Barbados and the Eastern
Caribbean

Signature

Date


20.6.2008