

## Acuerdos Bilaterales

Clasificación: 248-2008

Fecha-de Ingreso: 14 de noviembre de 2008

Nombre de Acuerdo: Agreement for REEEP Latin American and the Caribbean Regional Secretariat Activities in 2007/2008

Partes: SG/OEA & Renewable Energy and Energy Efficiency Partnership, Vienna International Center

Referencia: REEEP

Fecha de Firma: Por la SG/OEA  
3 July, 2007  
Por la REEEP  
July, 23, 2007

Fecha de Inicio:

Fecha de Terminación:

Lugar de Firma:

Unidad Encargada:

Persona Encargada:

Original:

Claves:

Cierre del proceso:



renewable  
energy  
& energy  
efficiency  
partnership



**Mr Thomas Scott Vaughan  
C/O Juan Cruz Monticelli  
The Organization of American States  
1889 F Street  
Washington DC 20006  
USA**

*TO: Dante Negro*

Vienna, 30 July 2007

Dear Mr. Vaughan,

Please find enclosed the signed Contract for REEEP Latin American and the Caribbean Regional Secretariat Activities in 2007/2008.

Kind regards,

Katrina Lederer Geh  
Administrative Assistant, REEEP

**AGREEMENT FOR REEEP LATIN AMERICAN AND THE CARIBBEAN REGIONAL SECRETARIAT  
ACTIVITIES IN 2007/2008**

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 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 2007/8.

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 International 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 for 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.

**2. Duration of Execution**

2.1 The present Agreement shall come into force on April 1 2007 after being signed by the duly authorized representatives of the Parties.

2.2 The duration of the present Agreement shall be 12 months. Any amendments to this period must be agreed by both parties in writing.

2.3 Upon its expiration, the present Agreement may be extended for another period of 12 months by the mutual consent of both Parties expressed in writing.

2.4 Any obligations to undertake Services, activities, projects and events entered into in the present Agreement, have to be performed in the timeline indicated herein; if they should be performed later for exceptional reasons they shall be governed by this Agreement also if in the meantime new agreements for further periods or projects will be concluded between the Parties.

### **3. Reports and Payments**

3.1 In accordance with the provisions of Article 1.4 of the present Agreement, REEEP undertakes to execute payment in exchange for the rendered Services. The exact terms and conditions of payment shall be stipulated in Annex ./B hereto. The schedule for payments under this Agreement and the schedule for reporting by the Provider are set out in Annex ./B, hereto.

3.2 All payments are subject to receipt by REEEP of adequate narrative and financial reports. The Provider shall provide one mid term and one final narrative and financial report covering the implementation of the Agreement. The Agreement will be audited as part of the OAS-wide audit by the Board of External Auditors of the GS/OAS.

3.3 REEEP reserves the right to request certified copies of invoices and receipts related to the performed Services. The Provider shall submit the certified copies of the invoices and receipts to REEEP, within 3 (three) months upon receiving such request by REEEP.

3.4 Items spent against the Agreement must be clearly identifiable within the Provider's accounts.

3.5 Payment effected by REEEP to the Provider shall be transferred by the Provider to a separate account established for this Agreement.

3.6 REEEP reserves the right to reclaim at any time within a period of two (2) years after the date of this Agreement any amount which remains unspent at the termination of this Agreement or money spent on purposes which do not fall within the Agreement's Terms of Reference in Annex./A, or Agreement budget in Annex ./B which is unaccounted for.

3.7 REEEP reserves the right to request from the Provider, copies of operation accounts and such other contract records related to this Agreement, at any reasonable time upon notice for a period of up to three years after the completion or termination of the Agreement.

### **4. Monitoring and Evaluation**

4.1 REEEP may monitor and evaluate the performance of any and all Services and activities rendered and REEEP may therefore carry out monitoring 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 By reason of force majeure; or
- 5.1.4 For reason of lack of funds due to unforeseen circumstances.

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.

5.5 Until the date on which termination takes effect, the Provider will continue to implement the Agreement to the best of its ability, unless REEEP requires otherwise in writing.

## **6. Acknowledgement**

6.1 Unless there are exceptional reasons for funding not to be acknowledged, the Provider undertakes to acknowledge the contribution of REEEP on materials produced in the course of rendering of Services and/or performance of activities related to the fulfillment of the present Agreement (including information available in electronic format) and at all Service-related public events.

## **7. Liability**

7.1 The Provider undertakes to provide adequate supervision of and care for its staff, agents and visitors and accepts that, in no circumstances, will REEEP be responsible for the acts or omissions of the Provider's staff, agents or visitors or for any loss or liability arising as a result of the performance of Services, which remains the entire responsibility of the Provider.

7.2 Provider hereby agrees to indemnify and hold REEEP harmless from any and all responsibilities and from third party claims or demands and/or suites of any kind or nature, if such third party claims arise out of the Service rendered by the Provider.

## **8. Miscellaneous**

8.1 (Entire Agreement) This Agreement and its Annexes constitute the entire agreement between the Parties with respect to the subject matter regulated in it. Any agreements, statements of will or knowledge or any other circumstances of legal relevance made or occurred before or when concluding this Agreement, lose any and all effect upon the signing of this Agreement.

8.2 (Headings) The headings and titles in this Agreement shall make it easier to find the single clauses but shall not have any impact on their legal understanding or interpretation.

8.3 (Written Form) All modifications or amendments and annexes to this Agreement including this clause, shall only be effective if made in writing and at least duly signed by authorised representatives of the Party against whom the modification or amendments shall be enforced.

8.4 (No Waiver) No act or omission by REEEP may be deemed as waiver of any rights if such a waiver is not declared explicitly and in writing and duly signed.

8.5 (Assignments) The Provider may not assign any right or obligation out of this Agreement to a third party and may not assign the right to receive the funds or pledge such rights or the funds. REEEP has the right to transfer and assign all rights out of this Agreement to a third party or its legal successor.

8.6 (Severability) Shall any provision of this Agreement be or become illegal or unenforceable the remainder of this Agreement shall not be affected. Such provisions are automatically replaced by valid and enforceable provisions achieving the intended economic effect as closely as possible.

8.7 (Governing Law and Dispute Resolution)

8.7.1. The law of Austria shall be applicable to this Agreement.

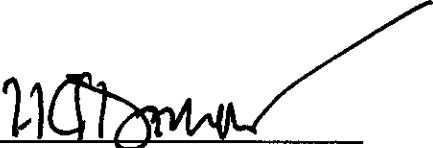
8.7.2. If any dispute arises relating to the implementation or interpretation of this Agreement, the Parties shall consult with a view to reaching an agreement. If the Parties are unable to resolve the dispute through consultation, they shall resolve the dispute through a mutually agreeable, binding dispute resolution mechanism.

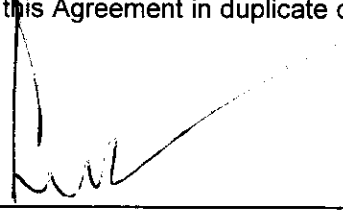
8.7.3. Nothing in or related to this Agreement shall be deemed to constitute any waiver, express or implied, of the immunities, privileges, exemptions and facilities enjoyed by GS/OAS under international law, international conventions or agreements, or the domestic law of Austria, or the laws of the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

Signed:   
Mr Thomas Scott Vaughan  
Director, Department of Sustainable  
Development, GS/OAS

Date: 23.7.07

Date: July 3 / 07

Signed:   
Ms Elfriede More  
Deputy Rapporteur, REEEP Governing Board

Date: 17.7.07

**Annex A**  
**Annex B**

**Terms of Reference**  
**Payment And Reporting Schedule**

**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 .



### RS Deliverables for 2007/8

Regional programming needs should be clearly presented in the Action Plan. **The action plan determines the strategic direction in the region and must build on specific opportunities to work with the governments, and other major players in the region.** The action plan should give guidance for projects - especially targeted projects - and should identify replication possibilities for other REEEP projects.

Tasks	Target group	Methodology	Product
Carry out activities, as described in the regional REEEP action plan 2007/8 and update the action plan for the next period 2008/9	All partners of REEEP, Investors, governments,	Documentation	1 follow-up report 1 action plan 2006/7 Possible projects and activities needed

The future action plan should be the result of intensive **regional consultation** and contacts with the respective governments and other institutions active in the region. All actions requested must demonstrate the impact which can be achieved and how this activities are linked to implementation. In addition RS should cooperate on a horizontal bases to identify replication potential.

The following tasks of the RS are distinguished in **Infrastructure/ Communication support, Programme support** and **Regional Outreach** and **Market Acceleration** which will be the major tasks expected from the RS

#### **Infrastructure/ communication Support**

Tasks	Target group	Methodology	Product
Development of best practice case studies (template) in the region	REEEP stakeholders	Documentation IT Trampoline database	Report (maximum 3 pages per study) on 3 case studies and upload to regional information database (RID).
Provide local infrastructure for IS representatives or local clients if needed	REEEP stakeholder, IS representatives,	Office and infrastructure	Functioning Office
Track and maintain the regional information databases (RID, experts)	All partners, project developers, governmental institutions and investors in the region	Community IT based	Functioning data base of all policy & regulatory templates, best practice, etc
Provide information about stakeholders in the region on request	All stakeholders	Information	e-mail
Track local media coverage and collect press clipping	Local media, REEEP communication manager	Quarterly copy	Clipping submission to Communication Manager
Update REEEP on the organisation's homepage and link to the REEEP website.	All stakeholders in the region	Affiliates website	Information, link
Establishment and maintenance of the website of the Regional secretariat within the REEEP IT Platform.	All REEEP stakeholders	IT Trampoline based	Functioning regional Website

Tasks	Target group	Methodology	Product
Inputs to central projects ( such as reegle ) and central activities (new development of website and community IT )	Secretariat staff, project managers	Community IT, meetings, reports. Attend training programmes	Specified inputs
Dissemination of REEEP information to regional media and provide regional information to REEEP.	All REEEP stakeholders	Media reports, Articles supported through CI	10 actual media contacts (including contact person) per region. Launch 3-5 REEEP articles or press releases in the region.

**Programme Support**

Support to implementing commissioned projects	Governments in the region, development agencies and agencies implementing commissioned projects	Consultation. Minutes. Meetings	Project and priority inputs
Promotion of the Project Calls	REEEP members, project proponents, governmental institutions, NGOs and industry in the region.	Advertisements in own publications, mass mailers, on website, promotional events	Applications from key new institutions in the region and outside. max. 2 calls per year.
Establishment and operational support to steering committees in the region and management selection process.	REEEP donors in the region. Key REES experts, project proponents.	Physical or voice or electronic meetings as appropriate.	Short-lists, rank-lists and guidance to short-listed projects. Feedback to IS
Local interface on programmes	Project proponents, project managers	Trampoline phone calls, web publications	Answers to queries, communication letters, published short-lists and rank-lists.
Project Implementation and monitoring	Project managers	Trampoline, meetings, phone calls,	Recommendations and comments on financial and project progress reports and evaluation reports for at least one project. Monthly project progress report (template)
Support and contribute to projects where REEEP receives funding from other sources	Requested stakeholders	Queries, interviews, think pieces	Report in the required format
Support to implementation of the Programme Management Information System	Agency developing the PMIS	Telephone, e-mail, interviews, training	Inputs in the specified format
Regional Preparatory Meetings to Programme Board alongside the annual regional meeting	At least all regional Partners, Project managers, other RE and EE experts, IS representative	Face-to-face Meeting	Regional programme priorities and election of a regional representative.

**Accelerate REEEP outreach and Market Development**

Keep regular contact with existing REEEP partners and develop partner involvement concept	Existing partners	Contact letters and contact minutes	MoUs, list of new partners, Report about partner needs, proposal of inviting REEEP partners to international events, publications
Acquire new partners and develop strategy how to involve them in the regional program	All stakeholders, private sector	Partner registration	Partner program for the region
Identify key experts from the region interesting for REEEP	Experts	Review CVs	Registration in Expert Pool
Update of policy descriptions (template based) for all countries of responsibility	REEEP stakeholders	Documentation Community IT database	Completed policy & regulatory description per country, based on template (Gill Owen). Upload to RID.
Build up and keep regular contacts with local ministries and public servants responsible for RES and EE	Public servants	Contacts	Letter to Ministries, regular personal contacts Contract REEEP experts for support
Identify funding opportunities and establish cooperation's	International organisations, private sector	Phone conference and Documentation	Proposal how to access the funding, MoU with important local organisations
Organize information events in the region	Governments, investors, communities and potential donors in the region.	Event management	At least 3 events per annum
Represent REEEP in regional / international events	REEEP stakeholders, governments, all parties	Presentation	Presentation slides of regional activities at least in 4 meetings
Organise one annual regional meeting	At least all regional partners, other interested parties	Face to face Meeting	Minutes, list of attendees Regional actions needed
Attend REEEP organisation meetings	REEEP stakeholder	Event participation	Participation in one RS meeting organised by IS and 1 Program Board Meeting