

## **Acuerdos Bilaterales**

**Clasificación:** 269-2008

**Fecha-de Ingreso:** 14 de noviembre de 2008

**Nombre de Acuerdo:** Memorandum of understanding agreement between the General Secretariat of the Organization of American States and the United Nations, Secretary of the International Strategy for Disaster Reduction, for advancing the implementation of the Hyogo Framework for Action in the Americas and the Inter-American Strategic Plan for Policy on Vulnerability Reduction, Risk Management and Disaster Response (the Cooperation Agreement).

**Partes:** SG/OAS &. UN/ISDR

**Referencia:** UNITED NATIONS

**Fecha de Firma:** 10, de octubre 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**  
**Organization des États Américains**  
**Organization of American States**



Date: 11/7/2008

Code:

**To:** Dante Negro, Department of Legal Services  
**From:** Cletus I Springer, Director, Department of Sustainable Development  
**Subject:** Original Signed Agreements

A handwritten signature in black ink, appearing to be 'Cletus I Springer'.

The DSD would like to send you the original signed Agreement for the Regional Platform for the Implementation of the Hyogo Framework for Action in the Americas between the GS/OAS and the Secretariat for the United Nations International Strategy for Disaster Reduction (UN/ISDR).

Thank you,



**ORGANIZACIÓN DE LOS ESTADOS AMERICANOS  
ORGANIZAÇÃO DOS ESTADOS AMERICANOS  
ORGANISATION DES ÉTATS AMÉRICAINS  
ORGANIZATION OF AMERICAN STATES**

Date: September 15, 2008  
Code:

Ref: Regional Platform for the implementation of the Hyogo  
Framework for Action in the Americas

Dear Mr. Zervaas,

This memorandum of understanding constitutes an agreement between the General Secretariat of the Organization of American States (GS/OAS) and the United Nations, Secretariat of the International Strategy for Disaster Reduction (UN/ISDR), jointly referred to as the Parties (the "Agreement"), within the framework of the Cooperation Agreement entered into by the GS/OAS and the UN/ISDR on June 6, 2007, during the First Session of the Global Platform for *advancing the implementation of the Hyogo Framework for Action in the Americas and the Inter-American Strategic Plan for Policy on Vulnerability Reduction, Risk Management and Disaster Response* (the "Cooperation Agreement").

The purpose of this Agreement is to establish the obligations and responsibilities of both Parties for the execution of certain activities related to the Regional Platform for the implementation of the Hyogo Framework for Action (HFA) in the Americas; specifically, activities leading to a Regional Meeting to be held in Panama on March of 2009 (the "Project"). The Project shall include the drafting, by a Principal Consultant and with the assistance of three supporting Consultants, of a Hemispheric Report, and presentation of that Report at the Regional Meeting in Panama, on March of 2009, and a Final Report of the Regional Meeting to be drafted by UN/ISDR and shared with GS/OAS.

Under this Agreement, the Regional Unit for the Americas of the UN/ISDR (UN/ISDR Americas) will allocate 80,000.00 US Dollars (the "Funds") out of a contribution from the Government of Canada in the amount of CA\$250,000.00, to support the Project, under the direct supervision of the Department of Sustainable Development (OAS/DSD) of the GS/OAS, represented by its Director, Mr. Cletus Springer. UN/ISDR shall not transfer the Funds to the GS/OAS; instead, UN/ISDR Americas, located in Ciudad del Saber, Panama, and represented by you as its Regional Coordinator, shall be in charge of issuing contracts, purchasing goods including air tickets and hotel accommodations, among others, as required under this Agreement, and based on the following indicative budget:

Mr. Dave Paul Zervaas  
Regional Coordinator  
Regional Unit for the Americas  
Secretariat for the United Nations International Strategy for Disaster Reduction (UN/ISDR)  
Phone: +507-317-1124  
Fax: +508-317-0600  
Building 142, City of Knowledge,  
P.O.Box: 0843-03441; Panama, PANAMA

Payment to Principal Consultant (@ 5,000.00/month for 6 months).....	US\$30,000.00
Payment to Supporting Consultants (3) (@ 2,500.00/month/each for 3 months)....	US\$22,500.00
Travel expenses (air ticket, per diem, and terminal expenses) .....	US\$23,000.00
Printing and publications .....	US\$3,000.00
Miscellaneous .....	US\$1,500.00
<b>GRAND TOTAL.....</b>	<b>US\$80,000.00</b>

GS/OAS shall be in charge of drafting the terms of reference for the Principal Consultant who will be responsible for the drafting of the Hemispheric Report to be presented at the Regional Meeting in Panama, on March of 2009. The Principal Consultant shall be selected by agreement between the Parties and shall work out of Washington, DC, USA. GS/OAS shall provide the Principal Consultant with working space and a computer, as well as administrative support. To ensure proper coordination with relevant sub-regional inter-governmental organizations (IGOs,) such as the Caribbean Disaster Emergency Response Agency (CDERA), the Coordination Center for Natural Disaster Prevention in Central America (CEPRENAC), the Andean Committee for the Prevention of and Attention to Disasters (CAPRADE) and the Association of Caribbean States (ACS), the Principal Consultant will be supported by three (3) Consultants who shall work out of the following locations: one in a Caribbean small island state, one in the Central American isthmus, and one in South America. These three Consultants will report directly to the Principal Consultant, through the Director of OAS/DSD and the OAS/DSD Chief for the Risk Management Program, Mr. Pablo Gonzalez. The OAS, GS/OAS and their personnel are not liable for civil, contractual or any other legal claims that may arise out of the relationship between the consultants and UN/ISDR related to the Project or consultants' presence on use of GS/OAS' facilities. UN/ISDR and UN/ISDR Americas shall indemnify and hold harmless the OAS, GS/OAS and their personnel from and against any claims or damages resulting therefrom.

As stated in the consultants' terms of reference, the Hemispheric Report will include an analysis of the existing instruments at the hemispheric level within the Inter-American System to support and advance the implementation of the HFA. More particularly, the Report will identify overlaps and potential discrepancies between the UN/ISDR HFA and the OAS Inter-American Strategic Plan for Policy on Vulnerability Reduction, Risk Management and Disaster Response (OAS IASP), so as to draw recommendations for a better alignment of the OAS IASP with the UN/ISDR HFA. The Report will also look into the existing instruments and arrangements between the sub-regional and hemispheric IGOs, so as to identify each organization's value added and areas of competence, needs for capacity building, and needs for supplementary arrangements –including legal, administrative, technical and financial instruments, for promoting synergies and inter-agency cooperation across all levels –from hemispheric to regional, national and local levels.

All travel costs of the Principal Consultant, supporting consultants, and OAS/DSD staff for the preparatory meetings and for their participation at the Regional Meeting in Panama (entry "Travel expenses (air ticket, per diem, and terminal expenses)", above), will be covered by UN/ISDR with monies from the Funds, as follows: one trip within their respective regions for each of the three supporting consultants at US\$3,000.00/trip, and one trip two the three regions for the Principal Consultant at US\$5,000.00. Other travel expenses cover trips for OAS/DSD staff for planning meetings in Panama, and their participation at the Regional Meeting at an estimated US\$1,500.00 per trip and per person for a total of about US\$9,000.00. Travel costs not budgeted herein shall be borne by UN/ISDR.

The Regional Meeting scheduled for March of 2009 will be co-convened by the GS/OAS Department of Sustainable Development, and the Inter-Agency Secretariat UN/ISDR. The two agencies will work together on the drafting of the meeting agenda and program, as well as on the selection of speakers, panelists, moderators and rapporteurs.

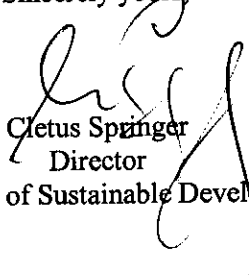
The Final Report resulting from the Regional Meeting will be prepared by the UN/ISDR Regional Unit for the Americas in consultation with OAS/DSD, within the next 30 days after the Regional Meeting, and shared with GS/OAS.

UN/ISDR and UN/ISDR Americas shall indemnify and hold harmless the OAS, GS/OAS and their personnel from and against any claims or damages resulting from activities associated with the execution of the Project. Additionally, the GS/OAS shall have no responsibility regarding the legality of the selection process and the contracting of those natural and legal persons who will be providing goods and services to the Project under this Agreement.

If for any reason a third party should file a claim against the GS/OAS in relation to the execution of this Project, UN/ISDR and UN/ISDR Americas shall be considered principals vis-à-vis the claimant and the sole party obligated to respond. UN/ISDR and UN/ISDR Americas shall further be required to indemnify the GS/OAS for any damages GS/OAS may suffer as a result of these claims, including court costs and attorney's fees.

The Cooperation Agreement shall be the programmatic and juridical framework for the Project and for this Agreement; unless otherwise expressly provided herein, this Agreement shall be governed by the terms of the Cooperation Agreement.

Sincerely yours,

  
Cletus Springer  
Director

Department of Sustainable Development

I, Dave Paul Zervaas, hereby accept the terms and conditions set forth in this Agreement; with exception



Date: 1 Oct. 2008 of the  
last ~~three~~ paragraphs.

