

Acuerdos Bilaterales

Clasificación: 27-2007

Fecha de Ingreso: 25 de Abril de 2007

Nombre de Acuerdo: European Community Contribution Agreement with an International Organization

Materia:

Partes: SG/OEA & The European Community representada por the Commission of the European Communities (the Contracting Authority)

Referencia: EC

Fecha de Firma: 31 de diciembre de 2006

Fecha de Inicio: 31 de diciembre de 2006

Fecha de Terminación: 1 de febrero de 2010

Lugar de Firma: Bruselas, Bélgica

Unidad Encargada:

Persona Encargada:

Original:

Claves:

Cierre del proceso:

EUROPEAN COMMUNITY CONTRIBUTION AGREEMENT WITH AN INTERNATIONAL ORGANISATION

DRG/2006/126-777

The European Community, represented by the Commission of the European Communities, ("the Contracting Authority")

of the one part,

and

Organisation of American States (OAS), represented by the General Secretariat of the Organisation of American States (GS/OAS) through the office of the Inter-American Drug Abuse Control Commission (CICAD) with its Head office at 1889 F Street, N.W., Washington, D.C. 20006, USA ("the Organisation")

of the other part,

have agreed as follows:

Special Conditions

Article 1 - Purpose

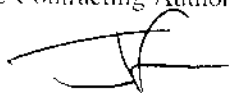
- 1(1) The purpose of this Agreement is a contribution by the Contracting Authority for the implementation of the action entitled: Improving drug treatment, rehabilitation and harm reduction: European, Latin American and Caribbean cities in partnership ("the Action") as described in Annex I.
- 1(2) The Organisation will be awarded the contribution on the terms and conditions set out in this Agreement, which consists of these special conditions ("Special Conditions") and their annexes.
- 1(3) The Organisation accepts the contribution and undertakes to do everything in its power to implement the Action under its own responsibility.

Article 2 – Entry into force and Implementation Period

- 2(1) This Agreement shall enter into force on the date when the last of the two Parties signs.
- 2(2) The implementation of this Agreement will begin on:
1 February 2007.
- 2(3) The implementation period of this Agreement, 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 EUR 1.573.618, as set out in Annex III.


31/12/06

- 3(2) The Contracting Authority undertakes to finance a maximum of EUR 1.400.000, equivalent to 88,97 % of the estimated total eligible cost specified in paragraph 1; the final amount will be established in accordance with Article 17 of Annex II.

Article 4 - Narrative and financial reporting and payment arrangements

- 4(1) Narrative and financial reports shall be produced in support of payment requests, in compliance with Articles 2 and 15(1) of Annex II.
- 4(2) Payment will be made in accordance with Article 15 of Annex II; of the options referred to in Article 15(1), the following will apply:

Option 2

First prefinancing	EUR 566.000
Forecast further instalments of prefinancing (subject to the provisions of Annex II)	EUR 347.000 EUR 347.000
Forecast final payment (subject to the provisions of Annex II)	EUR 140.000

- 4(3) The exchange rate referred to in article 2.7 of Annex II is: US\$0.77 = Euro1.

Article 5 - Contact addresses

Any communication relating to this Agreement shall be in writing, shall state the number and title of the Action, and shall use the following addresses

For the Contracting Authority:

Payment requests and attached reports, including requests for changes to bank account arrangements shall be sent to:


European Commission
EuropeAid Cooperation Office
For the attention of *Financial Unit 05*
Ms C. Osorio (Loi-41 2/109)
B-1049 Brussels

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

European Commission
EuropeAid Cooperation Office
For the attention of *Operational Unit 04*
Mr B.T. Papadopoulos (Loi-41 2/94)
B-1049 Brussels

For the Organisation:

Organisation of American States (OAS)
Inter-American Drug Abuse Control Commission (CICAD)
Anna McG. Chisman

 31/12/06

1889 F Street, N.W. - Suite 829
Washington, D.C. 20006
USA
Tel : +01 (202) 458-6221
Fax : +01 (202) 458-3658

Article 6 - Annexes

6(1) The following documents are annexed to these Special Conditions and form an integral part of the Agreement:

- Annex I: Description of the Action
- Annex II: General Conditions applicable to European Community contribution agreements with international organisations
- Annex III: Budget for the Action
- Annex IV: Financial identification form
- Annex V: Standard request for payment

6(2) In the event of a 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 a conflict between the provisions of Annex II and those of the other annexes, the provisions of Annex II shall take precedence.

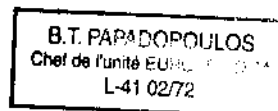
Done in Brussels in three originals in the English language, two for the Contracting Authority and one for the Organisation.

For the Organisation

Name JAMES F. MACK
Position Executive Secretary
Signature [Signature]
Date Dec 31, 2006

For the Contracting Authority

Name B.T. Papadopoulos
Position Head of Unit EuropeAid/04
Signature
Date



ANNEX 1. THE ACTION

1. DESCRIPTION

1.1 Title: Improving drug treatment, rehabilitation and harm reduction: European, Latin American and Caribbean cities in partnership

1.2 Location(s)

European Union (EU) and Latin America and Caribbean (LAC) cities to be determined. The cities that will participate in the first inter-regional forum will be selected through an open call for expressions of interest, based on certain criteria to be set by CICAD in consultation with member states of the EU/LAC Mechanism for Coordination and Cooperation in drug matters. The call for expressions of interest will be channeled through existing networks of cities, such as Democracy, Cities and Drugs, Eurocities, the International Centre for Municipal Development and the Latin American Federation of Cities (FLACMA), and, in Latin America and the Caribbean, through the country delegates to CICAD.

1.3 Cost of the action and amount requested from the European Commission

See Annex 3 – Budget for the Action.

1.4 Summary

Duration of the action	36 months
Objectives of the action	<p>Overall objective</p> <p>To contribute to improved policy decisions at the city level on the quality and coverage of drug treatment, rehabilitation and harm reduction for diverse populations in the European Union and Latin America and the Caribbean (LAC) to ensure that the care provided to them is appropriate.</p> <p>Specific objectives</p> <p>To help improve the policy-making capacity of partner cities to support the provision of drug treatment, rehabilitation and harm reduction by creating a learning partnership among programs in different cities.</p> <p>To facilitate the development of public policies in drug demand matters, including the incorporation of treatment, rehabilitation and harm reduction programs into the local health care systems.</p> <p>To build an exchange network of twinned cities in Latin America and the Caribbean and the European Union that will mutually reinforce the knowledge, skills and experience they need to better serve their populations of problematic drug users, attaching particular attention to social exclusion problems and the safeguarding of human rights.</p> <p>To raise the visibility of EU/LAC cooperation in the area of drug treatment, rehabilitation and harm reduction, by developing and</p>



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	<p>implementing a communications strategy.</p> <p>To sensitize family court prosecutors and judges to drug treatment, rehabilitation and harm reduction as an alternative to incarceration for petty drug offenders.</p>
Partner(s)	<p>EU/LAC twinned cities that have, in their political and administrative structures, locally controlled health authorities, drug committees, adult and juvenile courts, prison systems, and NGO treatment providers</p> <p>International experts</p> <p>NGO networks (e.g., DCD, RIOD, FLACT)</p>
Target group(s)	<p>Local policy-makers (mayor, city council, Chief Medical Officers), networks of NGO treatment providers; family court judges and prosecutors who are involved in alternatives to incarceration for drug-dependent offenders, and Chiefs of Police who favor this approach to handling drug challenges.</p>
Final beneficiaries	<p>Drug users and their families, and the health and social welfare systems of the participating cities.</p>
Estimated results	<ul style="list-style-type: none"> • Better informed decisions on policies on, and structures for, drug treatment, rehabilitation and harm reduction in the participating cities. • Local-level experiences exchanged and best practices adopted in drug treatment, rehabilitation and harm reduction for specific populations, and improved understanding on the part of local authorities and treatment providers of how to address the vulnerabilities of drug-dependent populations in both regions. • Development and application of rapid assessment methodologies at city level for determining current status and potential future need for drug treatment, rehabilitation and harm reduction. • Treatment protocols curricula and materials in English and Spanish exchanged, compiled and made available on the web. • Family court judges, prosecutors and police sensitized to treatment as an alternative to prison for drug-dependent petty offenders. • Better understanding on the part of EU partner cities of how to address the substance abuse problems of their LAC immigrant populations • Exchange of information and experiences through an on-line shared workspace established and functioning among the partner cities • Local committees established to coordinate the action and functioning. • Increased visibility of the subject of drug treatment, rehabilitation and harm reduction in the partner cities. • Greater visibility for EU/LAC cooperation in the drugs field.
Main activities	<p>1. Establishment, through CICAD/EC cooperation, of a partnership of</p>

of partner cities to support the provision of drug treatment, rehabilitation and harm reduction by creating a learning partnership among programs and efforts in different cities.

1.6 Justification

1.6.1 Relevance of the action to the objectives and priorities of the programme

Within the European Commission's Latin American Regional Strategy Document, 2002-2006 Programming (April 2002), see http://ec.europa.eu/comm/external_relations/la/rsp/index.htm, the following themes are captured in this Action: increased attention to economically-deprived and socially-excluded populations who require access to drug treatment, rehabilitation and harm reduction programs; decentralization of policies, plans and actions to the local level and improved capacities of local authorities and civil society to tackle local adverse consequences of drug use. The action will strengthen synergies among civil society networks; increase the visibility of EU cooperation with LAC, and help cities to promote ethical treatment of drug users.

CICAD's priorities and actions, as detailed in 1.8 below, have focused on creating regulations and the appropriate regulatory authority over drug treatment; helping CICAD member states diversify the types of drug treatment, rehabilitation and harm reduction programs available, and advocating the need for integration of drug treatment programs into the countries' health care systems. Through this Action, CICAD will promote this regulatory, good governance approach at the municipal level, and encourage local advocacy for improved drug treatment, rehabilitation and harm reduction

1.6.2 Identification of perceived needs and constraints in the target country/ies, in particular in the region(s) concerned.

1.6.2.1 Critical shortage of professional drug treatment, rehabilitation and harm reduction in LAC

In Latin America and the Caribbean, drug abuse and dependency problems and related health and social harms are treated largely by NGOs that function independently, or with very weak ties to the government health and social services. This translates into a limited range of care, which does not meet the varied needs of drug-dependent individuals. At the same time, the government health care services, particularly at the local level, generally do not have staff trained to diagnose and treat health problems related to drug use. There is therefore a critical need to make city policy-makers and city government structures more aware of their responsibilities to disadvantaged groups

1.6.2.2 Usefulness of cross-learning by EU and LAC cities

EU countries, cities and regions have invested considerable resources in drug treatment, rehabilitation and harm reduction programs and research. That expertise and experience will be of significant help to treatment providers in the participating localities in LAC. But at the same time, particularly as regards cocaine, LAC countries have some experience with the treatment and rehabilitation of highly vulnerable and socially excluded populations, such as street children and gang members, which will surely be of interest to EU cities states that are experiencing similar problems.

1.6.2.3 Situation of drug treatment programs in LAC

- Drug treatment, rehabilitation, aftercare and harm reduction services are still not fully regulated by local government authorities, are poorly funded and insufficient for the number of clients.
- With a few exceptions, drug treatment programs are not integrated into national health care services, and therefore there is virtually no continuum of care, and no matching of patient to treatment (both of which are critical to patient recovery).
- Record-keeping in drug treatment programs is sparse, and few data exist on, for example, clinical histories of patients, extent to which they may be using drugs during or after treatment, co-morbidity, family issues, social exclusion.



- Most countries/cities have no system or structure to license drug treatment professionals, nor do they have comprehensive training programs that could lead to licensing.
- Traditional harm reduction approaches, such as needle exchange and substitution treatment, are not yet relevant to or widely understood in most cities in LAC, since injecting drug use, according to CICAD studies, is statistically insignificant almost everywhere except Brazil. In the Caribbean, where HIV infection rates are relatively high, some harm reduction measures are in place. Recovery readiness models (low threshold walk-in centres, for example), which treat health problems associated with drug use (e.g., tooth decay, sexually-transmitted diseases, Hepatitis A and C, etc.) and which do not require an individual to be drug-free before entering treatment are, however, appropriate and needed, and will be more widely promoted through this Action, seeking synergies with other EC-financed initiatives in the region.

1.6.2.4 Alternatives to incarceration for petty offenders who are also problematic drug users

Prisons in LAC are generally over-crowded, under-staffed and poorly equipped. Kingston and Montego Bay (Jamaica) and Belmopan (Belize) have incipient drug courts or court-ordered community service for drug-dependent petty offenders who are charged with misdemeanors. Most Latin American countries do not penalize drug use, but rather provide for “diverting” petty, first-time offenders into treatment. However, lack of resources, experience and infrastructure make it difficult for the central and municipal governments to deliver effective care to drug-dependent offenders who are in court-ordered treatment.

A first step in developing such alternatives, when desired and feasible, is to sensitize family court judges and prosecutors in LAC to consider drug treatment as an alternative to incarceration for drug-dependent petty offenders. The UK Youth Justice Board sentences to the community, including community service and drug treatment orders, can be particularly relevant to LAC experiences, as are the drug courts operating in Glasgow and Fife (Scotland), and Leeds and West London.

1.6.2.5 EU issues in drug treatment, rehabilitation and harm reduction

- The rise in cocaine shipments from LAC to the European Union has resulted in more new cases of cocaine use, and hence there is a need to provide appropriate early diagnosis and treatment of cocaine addiction. This project will bring to bear LAC expertise and experience with the treatment of problematic cocaine use.
- LAC immigrants to European Union countries are often culturally and ethnically different from the people in the host countries. These differences may be a barrier to effective treatment of drug dependency. Thus, LAC partners can provide advice and assistance to European host countries in dealing with these populations.
- EU has much experience with harm reduction approaches because of its evidence-based results and much larger numbers of injecting drug users. Furthermore, EU countries’ public health and social welfare policies, in many cases, allow for publicly-funded drug treatment in a well-regulated environment.

1.6.3 Description of the target group(s) and final beneficiaries and estimated number

1.6.3.1 Local policy-makers (mayor, city council, Chief Medical Officers), and networks of NGO treatment providers who can make a positive impact on the quality and accessibility of drug treatment, rehabilitation and harm reduction programs, and who can decide to organize better-integrated services.

1.6.3.2 Local judges and prosecutors who typically work in “family” or juvenile courts and deal with petty offenders, some of whom have problems of drug and/or alcohol addiction and may also have mental health disorders. Sensitizing them to the local availability of drug treatment and rehabilitation programs, to the rehabilitative,



1.6.3.3

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process itself, and to the concept of restorative justice could pave the way for better handling of drug addiction as well for humanizing the court systems and relieving the overcrowding of prisons.

1.6.3.3 Final beneficiaries

Drug users, their families, friends and colleagues/associates.

1.6.4 Reasons for the selection of the target group(s) and identification of their needs and constraints. How does the Action contribute to the needs of the target group(s) and final beneficiaries?

City mayors and councillors, as well as NGO treatment providers, involved in anti-drug efforts have been selected as the principal target group, because in an increasingly-decentralized state, the officials' decision-making and regulatory role and the NGOs' efforts are key to the provision of improved drug treatment, rehabilitation and harm reduction programs in their cities. In particular, elected mayors and city councillors play the key role in the allocation of local resources, can respond to constituent demands for ethical treatment and well-qualified care, and can act to prevent abuses of human rights in drug treatment facilities and in prisons.

1.7 Detailed description of activities

PHASE I – PREPARATION

1.7.1 Establishment of a network of EU/LAC partner cities

CICAD will help establish a network of twinned cities in LAC/EU that will focus for three years on raising awareness among city policy-makers of the health, social and cost benefits of providing quality drug treatment, rehabilitation and harm reduction programs and on exchanging experiences and best practices in this regard. The network focal point in each city will be the mayor (or a top representative), who will participate in the high-level policy exchanges among EU and LAC cities. The mayor and city council will bring together a local technical team to organize a local needs assessment, identify the geographical area(s) where the project will be conducted, recommend to CICAD which institutions should be involved, and organize exchanges with partner cities.

The cities that will participate in the first inter-regional forum will be selected through an open call for expressions of interest, based on certain criteria to be set by CICAD in consultation with the European Commission and member states of the EU/LAC Mechanism for Coordination and Cooperation in drug matters. The call for expressions of interest will be channeled through existing networks of cities, such as Democracy, Cities and Drugs, Eurocities, the International Centre for Municipal Development and the Latin American Federation of Cities (FLACMA), and, in Latin America and the Caribbean, through the country delegates to CICAD.

1.7.1.1 Project steering committee

CICAD and EC will jointly chair a project steering committee to help guide the action. The steering committee will be composed of the following: one senior member of the staff of CICAD; one senior member of the staff of EC; the Chair or Vice Chair of CICAD or his/her representative; and four major stakeholders (2 mayors of major LAC cities, and 2 mayors of cooperating EU cities). The project steering committee will meet three times during the life of the action: once in month 2, once in month 16 and once in month 36. In order to keep costs down, two meetings of the steering committee will be held in LAC cities, and one in a cooperating EU city.



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In its first meeting, the project steering committee will establish criteria for participation in the action by LAC/EU cities, based on a draft by CICAD. It is anticipated that criteria for participation will include: (a) capacity and willingness of the city to participate and provide funding for mayoral and staff participation in two regional fora and exchange visits, since project funds will not be available, in many cases, for such purposes; (b) language capabilities, since the project will not provide funding for interpretation on exchange visits; (c) clearly-stated goals and desired outcomes from the exchange visits; (d) identification by the city of a potential partner city on the other continent with which the city would wish to work in partnership, and reasons for such a partnership, and (e) demonstrated city-level authority to act in the area of drug treatment, rehabilitation and harm reduction. These criteria will be codified in letters to potential city partners to be sent out by the steering committee after its first meeting in month 2, and will be determining in the selection by the Steering Committee of those cities that will participate in the inter-regional forum to be held in LAC in month 6.

1.7.2 Two LAC-EU inter-regional fora on drug treatment, rehabilitation and harm reduction

An inter-regional forum of city mayors and councilors and their senior technical staff will be held in month 6 in a LAC city, to be determined by the project steering committee. The forum, which will last for two and a half days, will be open to delegations from all interested cities, with up to four persons per delegation. Approximately eighty participants will be paid for out of project funds. The goal will be to highlight best practices in drug treatment, rehabilitation and harm reduction; plan joint activities of mutual interest, and raise awareness of the need for quality care. Each participating city, in most cases, will defray the cost of travel and hotel accommodations of its own mayor. The project will defray the cost of travel and hotel accommodations for the following: the technical staff of the twin cities (e.g., Chief Medical Officer, director of drug treatment, family court judge) in those cases in which the city itself cannot meet those costs; members of the Steering Committee, four CICAD staff, and interpreters and translators (except for the European Commission official).

The forum will feature an agora in which cities will broker their partnership agreements, and match their qualifications and needs with twin cities, and develop an action plan specifying their shared goals and anticipated results of the exchanges.

The local technical teams will agree on exchanges and policy discussions to be carried out over the following two and a half years among twin cities.

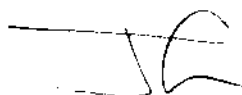
A wrap-up forum will be held in month 33 of the Action, in an EU city, to assess the results of the Action, and agree on a transition to local ownership and follow-through.

1.7.3 Conclusion of agreements between CICAD and partner cities, and among twinned cities

CICAD will sign Memoranda of Understanding (MOUs) with partner cities to agree a plan of action and schedule for the execution of activities. The MOUs shall contain a detailed budget for the first year of the project, and shall specify that technical and financial reports shall be sent every six months to the OAS, as responsible for the project's implementation. Such MOUs will follow the standard OAS format, and execution of funds shall follow the OAS Budgetary and Financial Rules, the General Standards to Govern the Operations of the General Secretariat of the OAS, and all other pertinent administrative issuances. In LAC, the funds shall be managed through the Offices of the Organization of American States in each country.

CICAD will encourage partner (twinned) cities to conclude agreements amongst each other that will specify the activities that they will conduct together. The signature of such agreements will be required before funds from this Action can be disbursed.

1.7.4 Exchanges and policy discussions among EU and LAC cities



CICAD will program exchanges among twinned EU and LAC cities, as per their letters of agreement (see above, point 1.7.3).

The initial exchange visits will be among city mayors, accompanied by two-three technical staff. These high-level visits will give immediate impetus to the Action, with attendant public attention and visibility. A typical exchange visit, which would be programmed by the host city, would be for two or three days, and would involve the visiting mayor in a press conference, a TV/radio appearance, a visit to a drug treatment program, and a walk-about. The technical teams would at the same time work out specific plans for future cooperation on topics of mutual interest (e.g., drug treatment for women, prisoners, adolescents; best practices in release from treatment, follow-up and aftercare; structuring of city services, such as housing, education, health care, job training and placement, low threshold walk-in centres etc.)

Subsequent EU/LAC exchanges with partner cities will be at the technical level. Each technical team would typically consist of four individuals: one representative of the city Drug Commission; one representative of the city Board of Health (typically, the Head of Mental Health); one representative of the local court system, and one representative of an NGO treatment provider. Such exchanges would last for four days.

Project funds will be made available to participating LAC cities to defray their travel costs for these exchanges.

1.7.5 City-wide directories of drug treatment, rehabilitation and harm reduction services

When not already available, the local technical teams, under Mayoral direction, will gather information, based on a standard questionnaire furnished by CICAD, on the overall status of drug treatment, rehabilitation and harm reduction in their respective city, the characteristics of the demand for these services, and the way in which the treatment and health care services are organized to meet that demand. These city teams may contract local universities (typically, Schools of Public Health) to produce the directories.

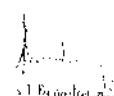
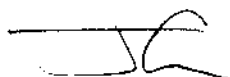
The standard questionnaire will be based on those already developed by the Governments of Chile and Colombia to collect information on their drug treatment systems; it will also draw on the work of the European Monitoring Centre on Drugs and Drug Addiction (EMCDDA) on the Treatment Demand Indicator, on the needs assessment conducted in 2005 in Costa Rica under the HI-90 project of the United Nations Office on Drugs and Crime (UNODC).

The resulting study will involve developing or updating a city-wide directory of drug treatment, rehabilitation and harm reduction programs, specifying their characteristics, modalities of care, cost, if any, and other information that a prospective patient/client and his/her family might need. Participating cities will commit to publishing their directories, either on the Web, or in local newspapers, or through the distribution of flyers.

CICAD anticipates that such needs assessments may be required only in LAC cities, on the assumption that participating EU cities will have already conducted such studies. This action will make a significant contribution to improvement of the availability of drug treatment, rehabilitation and harm reduction in LAC cities, the great majority of which have no directory of available services.

1.7.6 Review, adaptation and publication of materials on best practices in treatment, rehabilitation and harm reduction (recovery readiness)

The existing materials from EU and LAC on best practices will be gathered, reviewed and adapted for use at city level by CICAD and the local technical teams, who will produce basic templates and guidelines in English, Spanish, and, when appropriate, French and Portuguese. The content will emphasize how to operate an integrated network of services within the city; provide updates on drugs of abuse and complications deriving from drug use, and devote


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particular attention to the management of populations with special needs (e.g., dual diagnosis; adolescents with drug problems; women and prisoners in drug treatment; HIV/AIDS users and drug-related emergencies).

1.7.7 Communications strategy

CICAD, together with each participating city, will develop and implement a communications strategy designed to draw attention to advances in the fields of drug treatment, rehabilitation and harm reduction, and to highlight the advantages of EU/LAC cooperation on these issues.

1.7.7.1 On-line shared workspace

CICAD will set up an on-line shared workspace at extremely low cost. The platform will enable program participants to use tools such as:

- Communications (e.g., news, on-line fora, e-mail notifications)
- Management of group work (e.g., shared documents with control of different versions, access rights, etc.)
- Organization of tasks (e.g., diary entries for appointments, planning and scheduling, etc.)
- Discussion of specific issues, with a monitored discussion.

1.7.8 Visibility of EU/LAC cooperation on the drug issue

Each partner city will put in place actions to show the EC's sponsorship of this action, including banners, flags and logos on all materials and web pages produced; press releases in local newspapers, etc. EC Delegations in LAC and in Washington, D.C., EC Missions and Offices in European capitals and LAC missions in Brussels will similarly be reminded to announce the action, and CICAD's webpage will run features on the action, with appropriate credits.

The Action will be launched simultaneously in Brussels at EC headquarters, and in Washington, D.C., at OAS headquarters, where the OAS Secretary General will release a statement. CICAD will coordinate similar launching ceremonies in LAC cities, in cooperation with CICAD Commissioners.


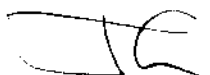
The mayoral exchanges, as detailed in 1.7.4 above, will raise the profile of drug treatment, rehabilitation and harm reduction, and of the measures that partner cities are taking to improve services.

1.7.9 Sustainability

Sustainability of this action will depend on the quality of the materials produced on best practices in the participating cities, and on the extent to which local participants in exchanges can replicate the knowledge at home. Hence, the emphasis in this action on the production of workplans for future cooperation, exchange of materials in English, Spanish, and whenever needed and possible. French and Portuguese via an on-line shared workspace, and structured agendas for meetings and exchanges.

Notwithstanding the above, the partnership between EU and LAC cities will possibly be, in most cases, asymmetrical, since LAC cities generally do not have the funds, personnel or infrastructure available to EU cities to develop ideal drug treatment programs. One of the main products of this action is intended to be commitments by EU cities to substantive future cooperation with their partners in LAC, and to draw up plans for the transition phase out of project funding and into full ownership by all partners.

1.7.10 Program evaluation



CICAD will engage an external evaluator, starting in month 3, to design the ongoing evaluation of the program. The evaluation will measure, inter alia, compliance with this plan of operations and its process indicators, intensity of intra- and inter-regional exchange through on-line workspace; number of exchanges and workshops held; improvements in drug treatment, rehabilitation and harm reduction policies and practices, etc. This evaluation will take the findings and reports of the Multilateral Evaluation Mechanism (MEM), as well as the needs assessments performed in year one of the project, as part of its baseline.

To the largest extent possible, each participating city will conduct its own evaluation, with its own funds, and following CICAD guidelines.

The CICAD evaluation, which will include a summary/assessment of participating city evaluations, will be forwarded to the EC within three months following the conclusion of the project, and will be prominently posted on the websites of CICAD and partner cities.

1.8 Methodology

1.8.1 Methods of implementation and reasons for the proposed methodology

EU/LAC city partnerships at high-level and technical-level, to draw attention to the need to provide drug treatment, rehabilitation, aftercare and harm reduction programs to local populations. The inter-regional forum of mayors, which will have a high profile, the inter-city exchanges of policy-makers and technical staff, the joint production of materials on best practices, and the rapid assessments of the current state of drug treatment, rehabilitation and harm reduction, are all designed both to focus the attention of policy-makers and the public on the issues at stake and to improve the quality of care for drug addicts.

Where the action is part of a larger programme, explain how it fits or is coordinated with this programme. Please specify the potential synergies with other initiatives, in particular from the EC

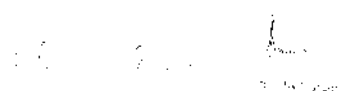
CICAD's Demand Reduction Program, now in its twentieth year, has developed hemispheric policies to prevent and treat drug use, and has conducted technical assistance, training and cooperation both nationally and multi-nationally to enhance the capacity of governments and NGOs to deliver substance abuse prevention and treatment programs.

Over the last ten years, CICAD has strongly encouraged its member governments and NGOs to set policy, and establish national regulations and standards for drug treatment centers. Most Latin American countries now have such standards, based on the WHO standards recommended in 1993.

The regulatory framework needs to be implemented and complied with locally, where it is not widely known. This Action will focus on:

- Advocacy, at the municipal policy-making level, for the integration of drug treatment, rehabilitation and harm reduction programs into the health care system, in order to facilitate referral of patients from one kind of treatment program to another, and to bring drug treatment fully under the umbrella of the social security system.
- Improving access to drug treatment, rehabilitation and harm reduction at the local level, particularly for socially-excluded women, adolescents, HIV/AIDS patients, prisoners and youth in detention centers, and indigenous peoples.

Additionally, as CICAD's member states are moving to improve their criminal justice systems and update their drug laws and strategies, a movement is developing to examine alternatives to incarceration for minor drug offenders. CICAD strongly supports such initiatives, and anticipates that through the present project, judges and public prosecutors in particular can be sensitized to the possibility of such alternatives and the rationale for them.



However, while these activities have conformed to best practices in the Western Hemisphere, there has been little cross-fertilization in the area of drug treatment, rehabilitation and harm reduction with EU member states.

1.8.2 CICAD's ongoing program in LAC in drug treatment and rehabilitation

1.8.2.1. Standards of care in drug treatment: Since 1996, CICAD, in initial cooperation with the Pan American Health Organization (PAHO), has been fostering the adoption by OAS member states of standards of care in drug treatment, following the 1993 World Health Organization model. In each country, the program brings together the main treatment providers (usually NGOs), the Ministry of Health and the National Drug Commission to agree on basic standards that a drug treatment program should meet, such as recommended number of staff, medical supervision, adequate infrastructure, patient confidentiality, etc.) The standards are adopted by the Ministry of Health, which typically has (or ought to have) regulatory authority over treatment programs. Most countries of Central and South America now have such standards on the books, but compliance is often haphazard. In the Caribbean region, Barbados, Belize and Suriname are embarked on the development of quality standards of care; Bermuda and Cayman Islands have in place a system for accreditation of drug counsellors, but the region as a whole is largely lacking in quality standards and regulatory authority.

CICAD's next phase of this program is: a) to provide Health Ministry planners and evaluators with the tools to monitor compliance with the standards and exercise their regulatory authority; b) move towards mandatory compliance, licensing of treatment programs, and enforcement, and c) expand the program to the English-speaking Caribbean. The present Action will allow CICAD and the participating LAC cities to advance this goal by drawing on European experiences and expertise, while at the same time, sharing with European counterparts their obstacles and successes.

1.8.2.2 Integration of drug treatment into national health care services: CICAD's goal over the next five years is to advocate for national policies to bring drug treatment into the national health care system or national social security system. This will increase coverage; improve access by making care more affordable, and reduce stigmatization of problematic drug users by ensuring that they receive equitable care. CICAD's policy in this matter is based on guidelines developed by an expert task force and approved by the CICAD Commission. To that effect, see CICAD's web site at:

http://www.cicad.oas.org/Reduccion_Demanda/ENG/DRprojects/NatlTx/practical%20guide%20for%20the%20organization%20drug%20treatment%20system.pdf,

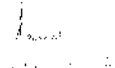
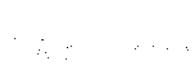
1.8.2.3 Drug treatment in adult prison and juvenile corrections systems: CICAD is embarked on four initiatives in this area:

- a. Training for corrections officers and prison service central staff in the provision of rehabilitative services for drug-dependent prisoners (Caribbean);
- b. Policy development (Central America), with cooperation from Spain and Canada;
- c. Direct financial support and technical assistance for three projects to set up, for the first time, pilot programs of drug treatment in prisons (Guatemala, Peru, and Saint Vincent and the Grenadines), and
- d. A new initiative in Central America, focused initially on El Salvador and Guatemala, to establish a long-term training program for drug treatment providers.

The present project will provide another umbrella under which these various programs can come together.

1.8.2.4 Training in drug treatment in the Caribbean:

- a. Since the EC-sponsored Barbados Plan of Action of 1996, CICAD has been providing short training courses for drug treatment counsellors in the Caribbean. Many of the staff of leading treatment providers in the Caribbean have attended one or more of



these courses, but the extent of the training has been limited because of the expense of face-to-face courses.

- b. Also in the 1990s, CICAD and UNODC jointly conducted a certificate program in addictions studies in the Continuing Education Department of the University of the West Indies. The education program was solid, and favourably evaluated by an external evaluator; however, the effort faltered after six or seven years for lack of funding and budget cuts within the University. Picking up on that program, CICAD and UWI are now designing an on-line continuing education program in the addictions, which is anticipated to be launched in the early spring of 2007.
- c. Prior to the Barbados Plan of Action, the EC commissioned a major study on the state of drug treatment in the Caribbean, upon which some European governments acted, notably the UK, with training events.
- d. CICAD is sponsoring the production of a manual on drug treatment for the Caribbean. The contributions to the manual are by Caribbean authors; it is anticipated to be published by the autumn of 2006.

The present project will allow links to be made with the previous training strands and previous cooperative relationships to be resumed.

1.8.2.5 UNODC drug treatment network project (H43): This project links 20 treatment centres world-wide in an information exchange and training network. Three of the participating centres are in Latin America (Mexico, Brazil and Colombia). CICAD and UNODC are in discussions about the manner in which additional centres from LAC can participate in the network.

1.8.2.6 CICAD's Inter-American Observatory on Drugs, established in 1999 as CICAD's statistics and research arm, has established a uniform system for the collection of epidemiological data on drug use. This system, known as SIDUC, is in regular use in 29 of the 34 member states of the OAS, and is replicated in the Multilateral Evaluation Mechanism (MEM) questionnaire. Two of the survey instruments are relevant to the present project, (the questionnaires used in drug treatment centres, and in detention centres) and will be used as part of the needs assessment described in point 1.7.5 above.

The Inter-American Observatory on Drugs is also conducting an ongoing program to examine the social and economic cost of drugs to society. This study is currently being conducted in Argentina, Barbados, Costa Rica, Chile, Colombia, El Salvador, Mexico and Uruguay. The findings of the studies are already being used in Costa Rica, for example, to advocate greater reliance on drug treatment than on incarceration for minor drug offences.

1.8.2.7 CICAD's program to decentralize drug demand reduction policies and programs in the Andean region: CICAD has been operating this program with the support of the Government of Spain. The present Action will draw extensively on the lessons learned from this ongoing program, and will build on the networks that have been created.

1.8.3 Procedures for follow up and internal/external evaluation

CICAD will hire an external evaluator in month 3, to design an evaluation procedure for this Action, and to perform the evaluation. The TOR for this evaluator will specify that he/she will examine process rather than impact, since the impact of the action will not be known after 36 months, and that he/she must be fluent in English and Spanish, and at least proficient in Portuguese and French.

1.8.4 Description of the role and participation in the action of the various actors (local partner, target groups, local authorities, etc.), and the reasons for which these roles have been assigned to them.

City mayors and their councils and senior health officers can be empowered through this Action to effect policy changes and improvements in drug treatment, rehabilitation and harm reduction for their constituents

Networks of NGO treatment providers

Local judges and public prosecutors can be made aware, through this Action, of the need to bring petty offenders to a speedy trial and to offer rehabilitative or restorative justice measures to help prevent recidivism and relapse into drug use.

1.8.5 Team proposed for implementation of the action (by function: there is no need to include the names of individuals here)

CICAD will be the executing agency for this Action.

1.8.6 Main means proposed for implementation of the action (equipment, tools...)

Inter-regional fora and various types of exchanges among partner cities, which they will determine based on their own needs assessments.

Once agreements are signed among partner cities agreeing a plan of action, CICAD will transfer start-up funds to the Mayor's Offices to enable them to implement their plans.

CICAD will set up an on-line shared workspace, and make it available to all participants in all partner cities.

1.9 Duration and action plan

The duration of the action will be 36 months.

Year 1												
Activity	Semester 1						Semester 2					
	1	2	3	4	5	6	7	8	9	10	11	12
1.9.1 Establishment of a network of EU/LAC partner cities												
1.9.1.1 Steering Committee constituted; first meeting												
1.9.2 Partner cities selected & mayors advised												CICAD, partner cities
1.9.2.1 Standard format for directory services designed												CICAD
1.9.2.2 Directories compiled												CICAD and partner cities
1.9.2.3 Directories published												Cities

1.9.3 Review, & adaptation of materials on best practices																			Contract for expert
1.9.4 LAC/EU inter-regional forum of Mayors																			CICAD with local partners
1.9.4.1 Conclusion of agreements among twin cities																			
1.9.5.1 Creation of on-line shared workspace																			CICAD & a distance education university
1.9.5.2 On-line shared workspace functioning and providing feedback																			ditto
1.9.6.1 Communications strategy developed																			CICAD
1.9.6.2 Communications strategy in operation																			CICAD
1.9.7 EU/LAC exchange visits																			Partner cities. funds allocated by CICAD
1.9.8 Program evaluation designed																			CICAD hires external consultant

For the following years:																		
Activity	Semester 3	4	5	6														Implementing body
Ongoing communications strategy, including use of online shared workspace																		CICAD
LAC-EC exchanges																		CICAD and cities
Program evaluation completed																		External evaluator hired by CICAD
Wrap-up meeting EC/LAC																		CICAD and cities

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2. EXPECTED RESULTS

a. Expected impact on target groups/beneficiaries

i. the situation of target groups/beneficiaries

- City officials will have been exposed to best practices in drug treatment, rehabilitation and harm reduction, and in some cases, will have acted on that information.
- NGO service providers will have their standards improved.
- Family court judges, prosecutors and police will have been sensitized to treatment as an alternative to prison for drug-dependent petty offenders.
- Better understanding on the part of EU partners of how to address the substance abuse problems of their LAC immigrant populations.
- Improved exchange of information and experiences through an on-line shared workspace established and functioning among the partner cities.

ii. the technical and management capacities of target groups and/or any partners where applicable.

- Local committees on drug treatment, rehabilitation and harm reduction established and functioning, with an improved technical capacity to plan and deliver treatment services.
- Assessment of drug treatment needs completed in participating cities, leading to changes in policy and practice.
- Treatment protocols and materials on best practices circulated in English and Spanish.

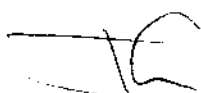
b. Concrete outputs

- 2.b.1 Rapid assessments of drug treatment published in English and Spanish, and distributed through the on-line shared workspace, and the webpages of CICAD and each participating city.
- 2.b.2 Local committees established and functioning.
- 2.b.3 An estimated 200 city leaders will have been exposed to new ideas and best practices in drug treatment, rehabilitation and harm reduction in the first year of the action, through exchanges and an inter-regional forum; the exchanges will continue in years two and three.
- 2.b.4 An estimated 150 judges and prosecutors will have been sensitized in the first year to the referral of minor drug offenders to treatment and rehabilitation rather than incarceration.
- 2.b.5 As with all CICAD demand reduction programs, NGOs offering treatment and rehabilitation will be included in this program, through existing networks such as RIOD.

c. Multiplier effects

Maximum 1 page. Describe the possibilities for replication and extension of the action outcomes.

- The investment in the production and publication to the web of materials on best practices in drug treatment, rehabilitation and harm reduction means that other cities, not participating in the Action, will have good templates available to them at no cost.



- The investment in the rapid assessment of drug treatment programs is designed to be the basis for city government policy-making on enhancing and regulating treatment services and improving access.

d. Sustainability

i. The financial aspect (how will activities be financed when the grant ends?)

Local partners, in conjunction with their national authorities, will have built a constituency for drug treatment, rehabilitation and harm reduction in their community, through greater awareness and advocacy. While face-to-face contact among EU-LAC partners may not be possible with such intensity after the Action ends, unless the cities agree to finance such visits themselves, the on-line shared workspace will continue at minimum cost to CICAD and the partners.

ii. Institutional level (Will structures allowing the activities to continue be in place at the end of the action? Will there be local "ownership" of action outcomes?)

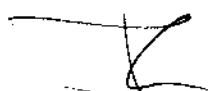
Local focal points and teams will continue to function because they are part of overall government policies to decentralize their drug demand reduction activities to a local/provincial level. One of the goals of the Action is to secure the commitment of partner cities to that policy. Institutionally, CICAD will continue to support the action at the hemispheric level, because improvement of drug treatment and rehabilitation and recovery readiness is one of CICAD's goals.

iii. Policy level where applicable (What structural impact will the action have - e.g. will it lead to improved legislation, codes of conduct, methods, etc?)

Improved public policy on drug treatment, rehabilitation and harm reduction, with explicit inclusion of drug treatment in the cities' drug strategies on drugs, health and crime.

Improved practices and clinical protocols for different population groups in treatment, achieved through exposure of beneficiaries to best practices.

e. Logical framework – See Annex.



Project: **Improvement in drug treatment, rehabilitation and harm reduction: A partnership between European, Latin American and Caribbean Cities**

	Intervention logic	Objectively verifiable indicators of achievement	Sources and means of verification	Assumptions
Overall objectives	Contribute to improving the quality and coverage of drug treatment, rehabilitation and harm reduction for diverse populations in European Union, Latin American and Caribbean cities to ensure that the care provided to them is appropriate	Cities in Latin America, the Caribbean, and the European Union will have improved their capacity to provide drug treatment and rehabilitation over the period 2007-2010 <ul style="list-style-type: none"> -- better record-keeping on patients -- networks of treatment providers established and functioning -- EMCDDA's treatment demand indicator adopted in LAC cities 	<ul style="list-style-type: none"> - MEM questionnaires and reports for LAC - Records from drug treatment centers using the standard questionnaire of CICAD's Inter-American Observatory on Drugs or EMCDDA reports - Drug treatment center client satisfaction surveys - Number of dropouts before completion of treatment plan. 	That municipal policies, laws and regulations will be established on drug treatment; that they will include standards for the operation of treatment programs and centers, and that these programs and centers will be organized into a comprehensive system
Specific objectives	Establishment, through CICAD/EC cooperation, of a partnership of cities in EU and LAC to build a network to exchange best practices in drug treatment, rehabilitation and harm reduction, and mutually reinforce the knowledge, skills and experience they need to better serve their drug-dependent populations	A network for cooperation and exchange established among participating city authorities established and operating by the end of the project	<ul style="list-style-type: none"> - Joint EU/LAC city documents published - CICAD progress reports - Online platform's built-in capacity to record frequency of access by users (monitoring and reports by distance education university) 	Desire of City Mayors and Councils in participating sites to bring drug treatment and rehabilitation into the mainstream of health care and assure accessibility
Expected results (Comp)	1. Participating city authorities will have met at 2 high-level policy conferences on drug treatment, rehabilitation and harm reduction, and will have agreed plans of	1. a. Partnership agreements signed between the LAC and EU cities and CICAD, specifying onward cooperation 1. b. Materials on best practices compiled and circulated	<ul style="list-style-type: none"> - Technical and financial reports from CICAD & from cities - Copies of signed agreements - Best practices materials 	<ul style="list-style-type: none"> - Commitment of the various entities and individuals to participate actively in the project and in the local committees.

	<p>action.</p> <p>2. Standardized methodology and questionnaires designed for assessment of drug treatment needs, ten assessments completed in 10 LAC participating cities, and reports published. Standard methodology will be available for other cities and countries to use</p>	<p>2. Use of needs assessments to develop city policies and programs in drug treatment</p> <p>2.b Other cities and countries make use of the standard methodology</p>	<p>2a. Assessments published, containing, inter alia, baseline data on number of patients in treatment at beginning of project</p> <p>2b Directories of drug treatment programs available to the general public, and used by them</p> <p>2.c reports from other cities and countries</p> <p>3.a Copies of new local legislation</p> <p>3.b Copies of registries of drug treatment programs, files of patients treated</p>	<p>- That the authorities will remain in their jobs for a stable period of time.</p> <p>- That the authorities in the participating cities will use the assessments for planning purposes.</p> <p>- That drug treatment centers will be supervised by city authorities to ensure compliance with policy</p> <p>- Timely availability of funds and other resources (CICAD, EC and cities)</p> <p>- That participating cities will provide counterpart funding in cash and in kind</p>
	<p>3. City mayors & judges and prosecutors sensitized to need to provide treatment, rehabilitation and harm reduction services to drug users</p>	<p>3.a. Changes in policy on drug treatment issues at the city level, allowing for different types of drug treatment personnel, prepared & published in English and Spanish</p> <p>3.d. 10% increase in the number of patients treated locally for problematic drug use by 2010</p>		
	<p>4. EU city mayors & authorities sensitized to need for specialized drug treatment programs for LAC immigrant populations in EU cities</p>	<p>4. Number of specialized drug treatment programs for LAC immigrant populations in EU cities</p> <p>5.a Usage of on-line workspace platform by 2008</p>	<p>4.a Inventories of such programs made and published</p> <p>4.b Copies of program protocols for LAC immigrants in EU cities</p> <p>5. Reports from on-line platform on access by participants and others</p>	

	<p>5. Exchange of information and experiences in person and through an on-line shared workspace established and functioning among the partner cities (including provision of 20 computers)</p> <p>6. Public communications program designed and implemented, highlighting EU/LAC cooperation</p> <p>7. External evaluation</p>	<p>5b. Number of face-to-face exchanges between LAC and EU cities on specific aspects of drug treatment, rehabilitation and harm reduction</p> <p>6a. Number of press releases, copies of TV and radio interviews</p> <p>6 b. Number of brochures, banners, etc. bearing EU and CICAD/OAS logos</p> <p>6.c</p> <p>7. Report of external evaluator</p>	<p>5b Reports from exchanges</p> <p>6.a Press releases, copies of TV and radio interviews</p> <p>6.b Publicity materials produced</p> <p>7. report of external evaluator</p>	<p>5. Computer equipment and broadband Internet access available to local teams</p>
<p>Activities</p>	<p>1.a Inter-regional forum of EU/LAC city mayors in month 6 for exploratory discussions with stakeholders on project design and agreements to participate</p> <p>1.a.1 Project Steering Committee formed to guide project execution, and will meet three times during life of the project.</p> <p>1.b Conclusion of formal agreements of commitment to the project, including identification of the agency responsible for drug treatment in each city.</p>		<p>1.a Report from the inter-regional forum</p> <p>1.1.1 Minutes of meetings of Project Steering Comm.</p> <p>1b Copies of agreements concluded among cities</p> <p>2. copies of rapid</p>	

	<p>2. Rapid assessments of drug treatment situation conducted in 10 LAC cities; findings analyzed and published.</p> <p>3. JUDICIAL SYSTEM AND TREATMENT ALTERNATIVES TO INCARCERATION</p> <p>3.a Design by CICAD of general guidelines for sensitizing judicial system personnel to treatment alternatives to incarceration</p> <p>3b Review, local adaptation & implementation of 3.a guidelines</p> <p>3.c Exchange workshop for local judges and prosecutors.</p> <p>4. Advocacy with national and local decision-makers in the area of drug treatment to promote reorganization of and improvement in delivery of and access to treatment services.</p> <p>5. PUBLIC COMMUNICATIONS PROGRAM</p> <p>5.a Design and set-up of the on-line shared workspace for communications among all partners</p>	<p>3.a CICAD guidelines published and distributed to all participating cities via the web</p> <p>3.b Number of local adaptations of guidelines published and distributed</p> <p>3.c Number of participants, exit evaluations; agenda</p> <p>4. Number of advocacy actions</p> <p>5.a Functioning of on-line workspace</p> <p>5.b Monitoring of discussions</p> <p>5.c Evaluation report</p> <p>5.d Increasing number of policy discussions on drugs among EU and LAC cities participating in the action</p>	<p>assessments published</p> <p>3.a CICAD guidelines</p> <p>3.b Local guidelines</p> <p>3.c Reports from judicial systems</p> <p>4. Reports from cities</p> <p>5. a, b and c Built-in monitoring function of the on-line platform</p>
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5.b On-line encounters in real time (fora, threaded discussions) and posting to the web of documents and files related to the Action	6. External evaluation report received by wrap-up forum	5.d Reports from cities	
5.c Evaluation of the operations of the on-line workspace	7.a Number of participants	6. External evaluation report	
5.d Increased visibility of EU/LAC cooperation on issues of drug treatment, rehabilitation and harm reduction	7.b Number of commitments to continue the action	7.a Participant list 7.b Reports by cities	
6. EXTERNAL EVALUATION			
-- contracted external evaluator designs evaluation and presents report to wrap-up forum of mayors in month 33			
7. SUSTAINABILITY ACTIONS			
7.a Wrap-up forum in month 33			
7.b. Commitments to continue the action			

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ANNEX II

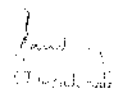
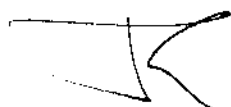
General Conditions applicable to European Community contribution agreements with international organisations

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GENERAL AND ADMINISTRATIVE PROVISIONS

ARTICLE 1 – GENERAL OBLIGATIONS

- 1.1. The Organisation shall ensure that the Action is carried out in accordance with the Description of the Action contained in Annex I and is responsible for achieving the objectives set out therein. The Organisation shall report on the indicators of achievement specified in the Description of the Action.
- 1.2. The Organisation shall implement the Action with the requisite degree of care, efficiency, transparency and diligence, as required by best practice in the field concerned, and in compliance with this Agreement.

The Organisation shall make every effort to mobilise all the financial, human and material resources required for full implementation of the Action, as specified in the Description of the Action.

- 1.3. The Organisation may act either alone or in partnership with one or more organisations mentioned in the Description of the Action. It may also contract parts of the Action, in accordance with the provisions of article 10 hereof.

Partners participate in implementing the Action, and the costs they incur are eligible under the same conditions as those incurred by the Organisation.

The Organisation is fully responsible for the co-ordination and execution of all contracted activities. The Contracting Authority recognises no contractual link between itself and the Organisation's partner(s) or between itself and a contractor.

- 1.4. The Organisation undertakes to ensure that the conditions imposed upon it under Articles 1, 3, 4, 5, 6, 7, 14, 16 and 17 of this Agreement also apply to all partners and contractors involved.

- 1.5. The Organisation shall take appropriate measures to prevent irregularities, fraud, corruption or any other illegal activity in the management of the Action. All suspected and actual cases of irregularity, fraud and corruption related to this Agreement as well as measures related thereto taken by the Organisation must be reported to the Contracting Authority without delay.

Where appropriate the Organisation shall terminate contracts with partners, contractors or agents involved in fraudulent behaviour or corrupt practices in connection with this or any other actions implemented by the Organisation and financed by the European Community or the Contracting Authority, and take all reasonable measures to recover funds unduly paid.

- 1.6. Without prejudice to Articles 1.3 and 10, the Agreement and the payments attached to it may not be assigned to a third party in any manner whatsoever without the prior written consent of the Contracting Authority.

- 1.7. Where the performance of the Action requires the pooling of resources from a number of donors, and where it is not reasonably possible or appropriate to assign the share contributed by each donor to each type of expenditure, the provisions regarding "Multi-donor Actions" in these General Conditions will apply. In addition, Article 3(2) of the Special Conditions will not show the percentage of estimated total eligible cost, to which

the Contracting Authority contributes, where the final funding of the Action is not known at the time of signing the Agreement.

- 1.8. Where the European Community is not the Contracting Authority, it shall not be a party to this Agreement, which shall only confer on it rights and obligations where explicitly stated. It will nevertheless endorse the Agreement to ensure that the Contracting Authority's contribution is eventually paid by the European Community budget ¹, and the provisions on visibility in this Agreement will apply accordingly.

ARTICLE 2 – OBLIGATIONS REGARDING INFORMATION AND FINANCIAL AND NARRATIVE REPORTS

- 2.1. The Organisation shall provide the Contracting Authority with full information on the implementation of the Action during the implementation period. To that end, the Organisation shall provide before signature of this Agreement a work plan for the first period of implementation as specified in the Description of the Action. The Organisation shall also draw up progress reports and a final report. These reports shall consist of a narrative part and a financial part. Reporting, narrative as well as financial, shall cover the whole of the Action, regardless of whether this Action is wholly financed or co-financed by the Contracting Authority.
- 2.2. The Contracting Authority may request additional information at any time, providing the reasons for the request. Such information shall be supplied within 30 days of the request.
- 2.3. The Organisation shall send the Contracting Authority progress reports in accordance with the provisions below. Every report shall provide a complete account of all aspects of implementation for the period covered.

The report shall be laid out in such a way as to allow comparison of the objective(s), the means envisaged or employed (in particular all expenses actually incurred by the Organisation), the results expected and obtained and the budget details for the Action. The level of detail in any report should match that of the Description of the Action and of the Budget for the Action.

- 2.4. The narrative report shall directly relate to this Agreement and shall at least include:
- Summary and context of the Action;
 - Activities carried out during the reporting period (i.e. directly related to the Action description and activities foreseen in this Agreement);
 - Difficulties encountered and measures taken to overcome problems;
 - Changes introduced in implementation;
 - Achievements/results by using the indicators included in this Agreement;

Work plan for the following period including objectives and indicators of achievement. If the report is sent after the end of the period covered by the preceding work plan, a new work plan, albeit provisional, is always required before such date.

¹ Where the contribution is financed out of the European Development Fund, mentions of European Community financing must be read as referring to European Development Fund financing.

2.5. The final report shall contain the above information (excluding the last indent) covering the whole implementation period of this Agreement, information on the measures taken to identify the European Union as the source of financing and details on the transfers of assets mentioned in article 7.3 if relevant, plus a full summary of the Action's income and expenditure and payments received.

2.6. The reports shall be presented in the same language as the Agreement. They shall be submitted at the following intervals:

if payments follow option 1 in Article 15.1:

- a progress report shall be forwarded to the Contracting Authority at the end of every twelve-month period, where the implementation period of this Agreement is longer;
- a final report shall be forwarded to the Contracting Authority within six months of the end of the implementation period of this Agreement as defined in Article 2 of the Special Conditions;

if payments follow option 2 in Article 15.1:

- a progress report shall accompany every request for further instalment of prefinancing;
- the final report shall be forwarded to the Contracting Authority within six months of the end of the implementation period of this Agreement as defined in Article 2 of the Special Conditions.

2.7. Reports will be submitted in Euro, and may be drawn from financial statements denominated in other currencies as per the Organisation's legislative requirements. Where necessary, actual expenditure will be converted into Euro using the rate of exchange at which the Contracting Authority's contribution was recorded in the Organisation's accounts, unless otherwise specified in article 4(3) of the Special Conditions.

2.8. Any additional reporting requirement will be set out in the Special Conditions.

2.9. If the Organisation fails to supply a final report by the final report deadline laid down in Article 2.6, and fails to furnish an acceptable written explanation of the reasons why it is unable to comply with this obligation, the Contracting Authority may refuse to pay any outstanding amount and recover any amounts unduly paid.

Furthermore, where the Organisation fails to present a progress report and where relevant a request for payment by the end of each twelve-month period following the date laid down in Article 2(2) of the Special Conditions, the Organisation shall inform the Contracting Authority of the reasons why it is unable to do so, and shall provide a summary of the state of progress of the Action. If the Organisation fails to comply with this obligation, the Contracting Authority may terminate the Agreement in accordance with the first indent of Article 12.2, refuse to pay any outstanding amount and recover any amounts unduly paid.

2.10. In addition to the above mentioned reports, the Organisation will ensure that progress and situation reports, publications, press releases and updates, relevant to this Agreement, are communicated to the Contracting Authority as and when they are issued.

The Organisation and the Contracting Authority (the "Parties") will further endeavour to promote close collaboration and exchange of information on the Action. The Organisation will invite the European Commission to join any donor committee which may be set up in connection with Multi-Donor Actions.

- 2.11. In any event the Organisation shall inform the Contracting Authority without delay of any circumstances likely to hamper or delay the implementation of the Action.

ARTICLE 3 – LIABILITY

- 3.1. The Organisation shall have sole responsibility for complying with any legal obligation incumbent on it.
- 3.2. The Contracting Authority cannot under any circumstances or for any reason whatsoever be held liable for damage or injury sustained by the staff or property of the Organisation while the Action is being carried out or as a consequence of the Action. The Contracting Authority cannot therefore accept any claim for compensation or increases in payment in connection with such damage or injury.
- 3.3. Subject to the rules governing the Organisation's privileges and immunities, the Organisation shall assume sole liability towards third parties, including liability for damage or injury of any kind sustained by them in respect of or arising out of the Action. The Organisation shall discharge the Contracting Authority of all liability associated with any claim or action brought as a result of an infringement by the Organisation or the Organisation's employees or individuals for whom those employees are responsible of rules or regulations, or as a result of violation of a third party's rights.

ARTICLE 4 – CONFLICT OF INTERESTS

The Organisation undertakes to take all necessary precautions to avoid conflicts of interests and shall inform the Contracting Authority without delay of any situation constituting or likely to lead to any such conflict.

There is a conflict of interests where the impartial and objective exercise of the functions of any person under this Agreement is compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other shared interest with another party.

ARTICLE 5 – CONFIDENTIALITY

Subject to article 16, the Contracting Authority and the Organisation undertake to preserve the confidentiality of any document, information or other material directly related to the Agreement and duly classified as confidential, until at least five years after the end date as specified in article 12.5. Where the European Commission is not the Contracting Authority, it shall still have access to all documents communicated to the Contracting Authority, and will maintain the same confidentiality.

ARTICLE 6 – VISIBILITY

- 6.1. Unless the European Commission requests or agrees otherwise, the Organisation shall take all appropriate measures to publicise the fact that an Action has received funding from the European Union. Information given to the press, the beneficiaries of an Action, all related publicity material, official notices, reports and publications, shall acknowledge that the Action was carried out "with funding by the European Union" and shall display in an appropriate way the European logo (twelve yellow stars on a blue background).

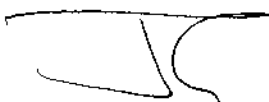
It is understood that the Organisation's equipment and vehicles may routinely carry its emblem and other indications of ownership prominently displayed. In cases where equipment or vehicles and major supplies have been purchased using funds provided by the European Community, the Organisation shall include appropriate acknowledgement on such vehicles, equipment and major supplies (including display of the European logo (twelve yellow stars on a blue background) provided that such actions do not jeopardise the Organisation's privileges and immunities and the safety and security of the Organisation's staff.

- 6.2. The size and prominence of the acknowledgement and European Union logo shall be clearly visible in a manner that will not create any confusion regarding the identification of the Action as an activity of the Organisation, the ownership of the equipment and supplies by the Organisation, and the application to the Action of the Organisation's privileges and immunities.
- 6.3. All publications by the Organisation pertaining to Actions that have received funding from the European Community, in whatever form and whatever medium, including the internet, shall carry the following or a similar disclaimer: "This document has been produced with the financial assistance of the European Union. The views expressed herein can in no way be taken to reflect the official opinion of the European Union."
- 6.4. If the equipment bought with a European Community contribution is not transferred to local partners of the Organisation or the final recipient of the Action at the end of the implementation period of this Agreement, the visibility requirements as regards this equipment (in particular display of the European logo) shall continue to apply between the end of the implementation period of this Agreement and the end of the overall Action, if the latter is longer.
- 6.5. Publicity pertaining to European Community contributions shall quote these contributions in Euro, in parenthesis if necessary. The Organisation's publications and reports prepared in response to, and in accordance with, its legislative directives are excluded from this provision.
- 6.6. The Organisation accepts that the Contracting Authority and the European Commission (where it is not the Contracting Authority) publish in any form and medium, including on their websites the name and address of the Organisation, the purpose of the contribution as well as the amount contributed and if relevant the percentage of cofinancing.

Upon a duly substantiated request by the Organisation, the European Commission may agree to forego such publicity if disclosure of the above information would risk threatening the Organisation's safety or harming its interests.

ARTICLE 7 – OWNERSHIP/USE OF RESULTS AND EQUIPMENT

- 7.1. Ownership, title and industrial and intellectual property rights in the results of the Action and the reports and other documents relating to it shall vest in the Organisation, as the case may be together with third parties or as may otherwise be agreed by the Organisation.
- 7.2. Notwithstanding the provisions of the first paragraph and subject to Article 5, the Organisation grants the Contracting Authority (and the European Commission where it is not the Contracting Authority) the right to use free of charge and as it sees fit all documents deriving from the Action, whatever their form, provided it does not thereby breach existing industrial and intellectual property rights.



changes in these arrangements. The Organisation will provide detailed information on contracting arrangements in the final report.

- 10.2. Unless otherwise agreed by the Parties in writing, the procurement of any goods, works or services by the Organisation and its partners in the context of the Action shall be carried out in accordance with the applicable rules and procedures adopted by the Organisation.

This is based on the understanding that the Organisation's rules and procedures conform to internationally accepted standards, including the award of contract to the tender offering best value for money, in compliance with the principles of transparency and equal treatment for potential contractors, care being taken to avoid any conflict of interests.

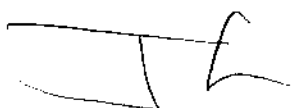
- 10.3. In Multi-donor Actions and if allowed by the applicable regulatory provisions of the European Community, the origin of the goods and the nationality of the organisations, companies and experts selected for carrying out activities in the Action shall be determined in accordance with the Organisation's relevant rules. In any event goods, organisations, companies and experts eligible under the applicable regulatory provisions of the European Community shall be eligible.

In all other cases the partners, contractors, experts and goods, the cost of which are financed out of the Contracting Authority's contribution, shall originate in the European Community or the country or countries eligible under the programme of which the Action is part. Any departure from the rules of origin set out above is subject to prior written approval from the Contracting Authority, which shall deal expeditiously with any request accompanied with proper justification.

- 10.4. In the event of failure to comply with the above provisions the relevant costs shall not be eligible for funding by the Contracting Authority.

ARTICLE 11 – IMPLEMENTATION PERIOD OF THE AGREEMENT, SUSPENSION, *FORCE MAJEURE*

- 11.1. Irrespective of the starting date and implementation period of the Action, the implementation period of this Agreement shall be as set out in Article 2 of the Special Conditions
- 11.2. The Organisation may suspend implementation of all or part of the Action if circumstances (chiefly *force majeure*) make it too difficult or dangerous to continue. It shall inform the Contracting Authority without delay and provide all the necessary details. This Agreement may be terminated in accordance with Article 12.1. If the Agreement is not terminated, the Organisation shall endeavour to minimise the duration of the suspension and may resume implementation of the Action once the conditions allow, and shall inform the Contracting Authority accordingly.
- 11.3. The Contracting Authority may request the Organisation to suspend implementation of all or part of the Action if circumstances (chiefly *force majeure*) make it impossible or too difficult or dangerous to continue. This Agreement may be terminated in accordance with Article 12.1. If the Agreement is not terminated, the Organisation shall endeavour to minimise the duration of the suspension and shall resume implementation of the Action once the conditions allow, with the prior written approval of the Contracting Authority.
- 11.4. The implementation period of this Agreement is automatically extended by an amount of time equivalent to the duration of the suspension. This is without prejudice to any amendments to the Agreement which may be necessary to adapt the Action to the new implementing conditions.



- 11.5. *Force majeure* shall mean any unforeseeable exceptional situation or event beyond the Parties' control which prevents either of them from fulfilling any of their obligations under this Agreement, was not attributable to error or negligence on their part (or of their partners, contractors, agents or employees), and could not have been avoided by the exercise of due diligence. Defects in equipment or material or delays in making them available, labour disputes, strikes or financial problems cannot be invoked as *force majeure* by the defaulting party. Neither of the Parties shall be held liable for breach of its obligations under the Agreement if it is prevented from fulfilling them by *force majeure*. Without prejudice to Articles 11.2 and 11.3 above, the Party invoking *force majeure* shall notify the other without delay, stating the nature, likely duration and foreseeable effect, and take any measure to minimise possible damage.

ARTICLE 12 – TERMINATION OF THE AGREEMENT

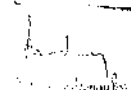
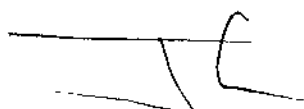
- 12.1. If, at any time, either Party believes that the purposes of this Agreement can no longer be effectively or appropriately carried out, it shall consult the other Party. Failing agreement on a solution, either Party may terminate this Agreement by serving two months' written notice. In this event, the Organisation shall be entitled to payment of the contribution only for the part of the Action carried out, and to reimbursement of commitments entered into by the Organisation for the implementation of the Action, which the Organisation cannot reasonably terminate on legal grounds.

- 12.2. Where the Organisation:

- fails, without justification, to fulfil any of the obligations incumbent on it and, after being given notice by letter to comply with those obligations, still fails to do so or to furnish a satisfactory explanation within 30 days of sending of the letter;
- fails to comply with articles 1.5, 1.6 or 4;
- makes false or incomplete statements to obtain the contribution provided for in the Agreement or provides reports that do not reflect reality;
- commits financial irregularities or is guilty of grave professional misconduct;
- undergoes legal, financial, technical or organisational change that is liable to affect this Agreement substantially or to call the award decision into question;

the Contracting Authority will enter into discussions with the Organisation and, failing a proper solution within one month, may terminate this Agreement, without prior notice and without paying compensation of any kind. In that event the Contracting Authority may demand full or partial repayment of any amounts unduly paid, after allowing the Organisation to submit its observations.

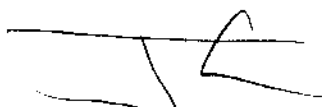
- 12.3. Prior to or instead of terminating the Agreement as provided for in Article 12.2, the Contracting Authority may suspend payments or (exceptionally) the eligibility of expenses as a precautionary measure, informing the Organisation immediately.
- 12.4. This Agreement shall be automatically terminated if it has not given rise to a payment by the Contracting Authority (including prefinancing) within three years of its signature.
- 12.5. Unless this Agreement is earlier terminated pursuant to this Article 12, the payment obligations of the European Community hereunder shall cease at the "end date", which shall occur 18 months after the end of the implementation period as defined in Article 2 of the Special Conditions.



The Contracting Authority notifies the Organisation of any postponement of the end date. The Contracting Authority shall postpone the end date, so as to be able to fulfil its payment obligations, in all cases where the Organisation has filed the payment request in accordance with contractual provisions or, in case of dispute, until completion of the dispute settlement procedure provided for in article 13.

ARTICLE 13 – SETTLEMENT OF DISPUTES

- 13.1. The Parties shall endeavour to settle amicably any dispute or complaint relating to the interpretation, application or fulfilment of this Agreement, including its existence, validity or termination. In default of amicable settlement, any Party may refer the matter to arbitration in accordance with the Permanent Court of Arbitration Optional Rules for Arbitration Involving International Organisations and States in force at the date of this Agreement.
- 13.2. The language to be used in the arbitral proceedings shall be English. The appointing authority shall be the Secretary General of the Permanent Court of Arbitration following a written request submitted by either Party. The Arbitrator's decision shall be binding on all Parties and there shall be no appeal.
- 13.3. Nothing in this Agreement shall be interpreted as a waiver of any privileges or immunities accorded to any Party hereto by its constituent documents or international law.



FINANCIAL PROVISIONS

ARTICLE 14 – ELIGIBLE COSTS

- 14.1. To be considered eligible as direct costs under this Agreement, costs must:
- be necessary for carrying out the Action, be provided for specifically in this Agreement and comply with the principles of sound financial management, in particular value for money and cost-effectiveness;
 - have actually been incurred during the implementation period of this Agreement as defined in article 2 of the Special Conditions, whatever the time of actual disbursement by the Organisation;
 - be recorded in the Organisation's or Organisation's partners' accounts, be identifiable, backed by originals of supporting evidence (as the case may be in electronic form), and verifiable pursuant to the provisions of article 16.4;
- 14.2. Subject to the above and without prejudice to article 10.4, the following direct costs of the Organisation or its implementing partners may in particular be eligible:
- the cost of staff assigned to the Action, corresponding to actual salaries plus social security charges and other remuneration-related costs (including in the form of provisions). Identifiable personnel costs at headquarters level arising as a direct consequence of the Action may be included. Salaries and costs will not exceed those normally borne by the Organisation or partners;
 - travel and subsistence costs for staff taking part in the Action, provided they do not exceed those normally borne by the Organisation or partners;
 - purchase costs for equipment (new or used) which are attributable to the Action;
 - purchase costs for goods and services (transport, storage and distributing, rent of equipment, etc.) which are directly attributable to the Action;
 - costs directly arising out of, or related to, accepting or distributing contributions in kind;
 - costs of consumables and supplies directly attributable to the Action;
 - expenditure on contracting directly attributable to the Action;
 - the proportion of field office costs that corresponds to the amount of activity directly attributable to the Action or to the proportion of funding by the Contracting Authority;
 - costs deriving directly from the requirements of this Agreement (dissemination of information, evaluation specific to the Action, specific reporting for the needs of the Contracting Authority, translation, reproduction, insurance, targeted training for those involved in the Action, etc.) including financial service costs (in particular bank fees for transfers).
- 14.3. The following costs shall not be considered eligible:
- debts and provisions for possible future losses or debts;
interest owed by the Organisation to any third party;
 - items already financed from other sources;
 - purchases of land or buildings;
 - currency exchange losses;



- taxes, duties and charges (unless the Organisation is not able to reclaim them and if allowed by the applicable regulatory provisions of the European Community).

- 14.4. A fixed percentage of direct eligible costs, not exceeding 7 %, shall be eligible as indirect costs.

Subject to the above, for comparable Actions and Actions where there is more than one donor the amount recovered shall not, in percentage terms, be higher or lower than for other comparable contributions.

Indirect costs are eligible provided that they do not include costs assigned to another heading of the budget of this Agreement.

Indirect costs may be charged on the value of in-kind commodities delivered by the Contracting Authority, including their associated costs.

Where the rates applied in accordance with the Organisation's governing bodies' decisions exceed 7%, the Organisation may recover the balance as direct eligible costs, subject to the provisions governing direct eligible costs referred to in this article 14 being fulfilled.

Indirect costs shall not be eligible where the Agreement concerns the financing of an Action where the Organisation is already receiving an operating grant from the European Community during the period in question.

- 14.5. 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 (by letter) authorisation of the Contracting Authority, upon a duly justified request from the Organisation.
- 14.6. In the case of co-financing, contributions in kind made by the Organisation or its partners may not be considered as co-financing nor as eligible costs. The cost of staff assigned to the Action is not a contribution in kind and may be considered as co-financing in the Budget for the Action when paid by the Organisation or its partners.

ARTICLE 15 – PAYMENTS

- 15.1. Payment procedures are set out in Article 4 of the Special Conditions and follow one of the two options below:

Option 1: When the implementation period of the Agreement does not exceed 12 months or the contribution is less than EUR 100 000

The Contracting Authority will provide a payment of prefinancing of from 80% up to 95% of the sum referred to in Article 3(2) of the Special Conditions less contingencies within 45 days of receiving the Agreement signed by both Parties and accompanied by a request for payment conforming to the model attached as Annex V.

The Contracting Authority will pay the balance within 45 days of approving the final report.

Option 2: When the implementation period of the Agreement exceeds 12 months and the contribution is of EUR 100,000 or more

The Contracting Authority will provide a payment of prefinancing of from 80% to 95% of that part of the forecast budget for the first 12 months of an Action which is being financed by it (excluding contingencies) within 45 days of receiving the Agreement signed by both Parties and accompanied by a request for payment conforming to the model attached as Annex V.

Each further instalment of prefinancing will cover the remainder of the Contracting Authority's part of the planned budget for the previous period (including any approved contingencies) plus a prefinancing of from 80% to 95% of that part of the forecast budget for the subsequent 12-month period (or of the remaining period if shorter as regards the last instalment of prefinancing) which is financed by it (excluding contingencies), and be made by the Contracting Authority within 45 days of approving a progress report, provided that at least 70% of the immediately preceding payment (and 100% of previous payments if any) has been incurred, as proven by the relevant report. For the purpose of this provision funds are incurred when they are the subject of a formal legal commitment between the Organisation (or its partners) and a third party.

The Contracting Authority will pay the balance within 45 days of approving the final report.

- 15.2. Any report will be deemed approved 45 days after receipt, accompanied by a request for payment conforming to the model attached as Annex V, if the Contracting Authority has not reacted.

If the Contracting Authority does not intend to approve a report, as submitted, it shall revert to the Organisation with a request explaining the reason and specifying the additional information it requires within the first 45-day period. The deadline for approving the report shall be suspended pending the receipt of the requested information. If the Contracting Authority deems that a payment request cannot be met, it shall revert to the Organisation with a request explaining the reason and specifying the additional information it requires within the second 45-day period. The payment period shall be suspended pending the registration of a properly formulated payment request.

Reports shall be presented in accordance with the stipulations of Article 2.

Approval of a report does not imply recognition of the regularity, authenticity, completeness and correctness of the declarations and information contained therein.

- 15.3. On expiry of the payment period specified in article 15.1, the Organisation may, within two months of receiving late payment, demand interest at the rate applied by the European Central Bank to its principal refinancing operations, as published in the C series of the Official Journal of the European Union on the first day of the month in which payment was due, increased by three and a half percentage points.

The interest shall be payable for the period elapsing from the day following expiry of the time limit for payment up to the day of payment. Any partial payment shall first cover the interest.

The interest shall not be treated as an income for the purposes of determining the final amount of Community financing within the meaning of article 17. The suspension of payment by the Contracting Authority may not be considered as late payment.

- 15.4. The level of prefinancing referred to in article 15.1 above shall be set at a level of between 80% and 95 % in 5% increments taking into account past record of the Organisation in particular as regards timely submission of the final report.
- 15.5. The Contracting Authority will make payments in EUR into the bank account referred to in the financial identification form in Annex IV. Where payment is to be made to a bank account which is already known to the Contracting Authority, the Beneficiary may provide a copy of the relevant financial identification form.
- 15.6. Where feasible, the funds paid by the Contracting Authority shall be maintained in Euro denominated bank accounts. They may be pooled together with contributions from other donors. They may be exchanged for other currencies in order to facilitate their disbursement.
- 15.7. For Multi-donor Actions, the Organisation's rules and procedures pertaining to bank interest shall apply, and an equal treatment among donors shall be ensured. This is based on the understanding that these rules and procedures conform to internationally accepted standards.

In all other cases, interest earned by the Organisation on funds received from the Contracting Authority shall be identified as such and reflected in reports to the Contracting Authority. Interest earned shall be reimbursed to the Contracting Authority.

ARTICLE 16 – ACCOUNTS AND TECHNICAL AND FINANCIAL CHECKS

- 16.1. The Organisation shall keep accurate and regular records and accounts of the implementation of the Action. Separate accounts shall be kept for each Action, and shall detail all income and expenditure.

For Multi-donor Actions, the accounting regulations and rules of the Organisation shall apply. This is based on the understanding that these regulations and rules conform to internationally accepted standards.

In all other cases the Organisation shall use a dedicated double-entry book-keeping system as part of or as an adjunct to the Organisation's own accounts. This dedicated system shall follow the procedures dictated by professional practice and provide precise details of interest accruing on funds paid by the Contracting Authority.

- 16.2. Financial transactions and financial statements shall be subject to the internal and external auditing procedures laid down in the Financial Regulations, Rules and directives of the Organisation. A copy of the audited financial statements shall be submitted to the European Commission by the Organisation.
- 16.3. The Organisation shall, until at least five years after the end date as specified in article 12.5:
- keep financial accounting documents concerning the activities financed by the contribution and,
 - make available to the competent bodies of the European Communities, upon request, all relevant financial information, including statements of accounts concerning the Action, whether they are executed by the Organisation or by its implementing partners or contractors.
- 16.4. In conformity with its financial regulations, the European Communities may undertake, including on the spot, checks related to the Actions financed by the Contracting authority.

- 16.5. These provisions shall be applied in accordance with any specific agreement concluded in this respect by the Organisation and the European Community.

ARTICLE 17 – FINAL AMOUNT OF FINANCING BY THE CONTRACTING AUTHORITY

- 17.1. The total amount to be paid by the Contracting Authority to the Organisation may not exceed the maximum contribution established by Article 3(2) of the Special Conditions, even if the overall actual expenditure exceeds the estimated total budget set out in Annex III.
- 17.2. Where Article 3(2) of the Special Conditions sets out a maximum percentage of estimated total eligible cost to be financed by the Contracting Authority, and if the eligible costs at the end of the Action are less than the estimated total cost specified in Article 3(1) of the Special Conditions, the contribution of the Contracting Authority may be limited to the amount produced by multiplying the actual expenditure by the percentage laid down in Article 3(2) of the Special Conditions.
- Where the percentage set out in article 3(2) of the Special Conditions is likely to change in the course of implementation, the Organisation will consult the Contracting Authority without delay so as to agree on appropriate measures, in accordance with Article 9.
- 17.3. The Organisation accepts that the contribution of the Contracting Authority shall be limited to the amount required to balance income and expenditure for the Action and that it may not in any circumstances result in a surplus for the Organisation.
- 17.4. In cases where the Action is suspended or not completed within the implementation period of this Agreement, the funds that remain unexpended after all liabilities incurred in this period have been satisfied, including interest earned where applicable, will be reimbursed to the Contracting Authority.
- 17.5. Where the Action is not carried out at all, or is not carried out properly, in full or on time and without prejudice to its right to terminate this Agreement pursuant to article 12.2, the Contracting Authority may, after allowing the Organisation to submit its observations and without prejudice to article 13, reduce the contribution pro rata the actual implementation of the Action on the terms laid down in this Agreement.

ARTICLE 18 – RECOVERY

- 18.1. Where recovery is justified, the Organisation undertakes to repay to the Contracting Authority within 45 days of receiving a request from the latter any amounts paid in excess of the final amount due.
- 18.2. If the Organisation fails to repay by the due date, the sum due shall bear interest at the rate indicated in article 15.3. The interest shall be payable for the period elapsing from the day following expiry of the time limit for payment up to the day of payment. Any partial payment shall first cover the interest.
- 18.3. Amounts to be repaid to the Contracting Authority may be offset against amounts of any kind due to the Organisation, after informing it accordingly. The Organisation's prior consent is not required. This shall not affect the Parties' option to agree on payment in instalments.
- 18.4. Bank charges incurred by the repayment of amounts due to the Contracting Authority shall be borne entirely by the Organisation.



Annex III. Budget for the Action ¹ N.B. Exchange rate used
US\$0.77 = Euro1

Expenses	All Years					Year 1 ²	
	Unit	# of units	Unit rate (in EUR)	Costs (in EUR) ³	Unit	# of units	Costs (in EUR)
1. Human Resources							
1.1 Salaries (gross amounts, local staff) ⁴							
1.1.1 CACAD Financial Specialist and Technical Support	Per month	36	3950	€ 142,200	Per month	12	3950
1.1.2 Administrative support (3 Contractual Administrative Assistants @ 800 Euros each)	Per month	36	2400	€ 86,400	Per month	12	2400
1.2 Salaries (gross amounts, expat/int. staff)							
1.2.1 CACAD Head of Unit (2 mths/yr, 15% of person year)	Per month	6	10800.34	€ 64,802	Per month	2	10800
1.2.2 CACAD Drug Treatment Specialist	Per month	16	6801	€ 108,816	Per month	10	6801
1.3 Per diems for missions/travel ⁵							
1.3.1 Abroad (staff assigned to the Action)	Per diem			€ 0	Per diem		0
1.3.1.2 CACAD staff	Per diem	87	115.59	€ 10,056	Per diem	24	115
1.3.2 Local (staff assigned to the Action)	Per diem			€ 0	Per diem		0
1.3.3 Seminar/conference participants	Per diem			€ 0	Per diem		0
1.3.3.1 Inter-regional forum (LAC City), 55 participants x 3 days per diem	Per diem	165	115.59	€ 19,072	Per diem	65	115
1.3.3.2 Wrap up Inter-regional forum (EU city), 55 participants x 3 days per diem	Per diem	165	158.05	€ 26,078	Per diem	165	158
1.3.3.3 LAC exchanges to EU cities (assume 10 visits, 3 participants per visit x 4 nights per diem), 3 exchanges in year 1	Per diem	120	286	€ 34,320	Per diem	36	286
1.3.3.4 Judges and prosecutors seminar in EU city (in year 2)	Per diem	140	286	€ 40,040			0
1.3.3.4 EU missions to LAC (assume 10 missions, 2 part. per mission x 5 nights), 2 missions in year 1	Per diem	100	200	€ 20,000	Per diem	20	200
Subtotal Human Resources				€ 651,785			228,031
2. Travel⁶							
2.1 International travel							
2.1.2 EU to LAC	Per flight			€ 0	Per flight		0
2.1.3 LAC to European sites	Per flight	90	1500	€ 135,000	Per flight	44	1500
2.1.4 CACAD to LAC inter regional sites	Per flight	95	1300	€ 123,500	Per flight	9	1300
2.2 Local transportation	Per flight	16	950	€ 15,200	Per flight	6	950
Subtotal Travel				€ 273,700			83,400
3. Equipment and supplies⁷							
3.1 Purchase or rent of vehicles	Per vehicle	0		€ 0	Per vehicle	0	0
3.2 Computers	Per unit	22	2200	€ 48,400	Per unit	22	2200
3.3 Machines, tools	Per unit	0		€ 0		0	0
3.4 Spare parts/equipment for machines, tools	Per unit	0		€ 0		0	0
3.5 Other (please specify)				€ 0			0
Subtotal Equipment and supplies				€ 48,400			48,400
4. Local office							
4.1 Vehicle costs	0			€ 0	Per month	0	0
4.2 Office rent	0			€ 0	Per month	0	0
4.3 Consumables - office supplies				€ 0	Per month		0
4.4 Other services (tel/fax, electricity/heating, maintenance)	Per month	36	2000	€ 72,000	Per month	12	2000
Subtotal Local office				€ 72,000			24,000

5. Other costs, services ^a									
5.1 Publications --	Per publication	10	7360	€ 73.600			10	7360	73600
5.2 Studies research (one needs assessment x 10 LAC cities) Contract will cover training of field staff, visits to treatment centers, data processing, analysis of results, and preparation of reports (average cost per city)	Per contract	10	10000	€ 100.000			10	10000	100000
5.3 Auditing costs				€ 0					
5.4 Evaluation costs (3rd Yr End of Project)	Per contract	1	25.305	€ 25.305					
5.5 Translation, interpreters									
5.5.1 C-CAD translation of documents (Spanish, English, Portuguese, French)	per single-space page	750	48,5	€ 36.375		Per single space page	250	49	12125
5.5.2 C-CAD interpretation costs (Span, Eng, Fr, Port), 2 for a x 3 days interpretation fees x 8 interpreters	Per day	48	308	€ 14.784			24	308	7392
5.6 Financial services (bank guarantee costs etc.)				€ 0					0
5.7 Costs of conferences/seminars ⁹				€ 0					0
5.8 Visibilty actions (media, communications strategy) (assume 10 cities)	Per city	10	18060	€ 180.600					0
5.9 Creation of on-line shared workspace	Contract per year	3	8030	€ 24.090		Contract with on-line platform	1	8030	8030
Subtotal Other costs, services				€ 454.754					193117
6. Other				€ 0					0
Subtotal Other				€ 0					0
7. Subtotal direct eligible costs of the Action (1-6)				€ 1.400.639					707.522
8 Provision for contingency reserve (maximum 5% of 7 subtotal of direct eligible costs of the Action)				€ 70.032					35.376
9. Total direct eligible costs of the Action (7+8)				€ 1.470.671					742898
10 Administrative costs (maximum 7% of 9. Total direct eligible costs of the Action)				€ 102.947					52002
11. Total eligible costs (9+10)				€ 1.573.618					794900

1. The Budget must cover all eligible costs of the Action, not just the Contracting Authority's contribution. The description of items must be sufficiently detailed and all items broken down into their main components. The number of units and unit rate must be specified for each component depending on the indications provided.

2. This section must be completed if the Action is to be implemented over a period of more than 12 months.

3. If the Contracting Authority is not the European Commission, the budget may be established in euro or in the currency of the country of the Contracting Authority. Costs and unit rates are rounded to the nearest euro cent.

4. If staff are not working full time on the Action, the percentage should be indicated alongside the description of the item and reflected in the number of units (not the unit rate).

5. The precise number of per diems per each country is not yet known, therefore the present figure provides only the overall total amount foreseen. The actual per diems eligible for EC financing must not exceed for each country those in force at the time of the mission, published by the European Commission at the following web address: http://ec.europa.eu/commission/audit/index_en.htm. This detailed information will be provided by OAS in the final financial reporting. Per diems cover accommodation, meals and local travel within the place of the mission and sundry expenses.

6. Indicate the place of departure and the destination.

7. Costs of purchase or rental.

8. Specify. Lump sums will not be accepted.

9. Only indicate here when fully subcontracted.

AC

Expected sources of funding

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FINANCIAL IDENTIFICATION

ACCOUNT HOLDER

NAME GENERAL SECRETARIAT OF THE OAS

ADDRESS 1889 F STREET NW

TOWN/CITY WASHINGTON DC POSTCODE 20006

CONTACT PERSON ALFONSO MUNEVAR

TELEPHONE 202-458-3076 FAX 202-458-3101

E-MAIL amunevar@oas.org

VAT NUMBER N/A

BANK

NAME BANK OF AMERICA

BRANCH ADDRESS 730 15th STREET, NW, 7th FLOOR

TOWN/CITY WASHINGTON DC POSTCODE 20006

ACCOUNT NUMBER 002080125354

IBAN# 026009593

REMARKS:

BANK STAMP + SIGNATURE of BANK REPRESENTATIVE
(Both Obligatory)

Bank of America



[Handwritten signature]

DATE + SIGNATURE of ACCOUNT HOLDER
(Obligatory)

[Handwritten signature]

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LEGAL ENTITIES

PUBLIC ENTITIES

TYPE OF COMPANY	INTERNATIONAL ORGANIZATION	
NOM(S)	ORGANIZATION OF AMERICAN STATES	
	GENERAL SECRETARIAT THROUGH THE	
	JANUARY SECRETARIAT INTERNATIONAL	
	PROVINCIAL CONTROL COMMISSION	
ABBREVIATION	OAS	
ADDRESS	WASHINGTON	
POSTAL CODE	20006	P.O. BOX
CITY	WASHINGTON DC	
COUNTRY	USA	
VAT	000000000	
PLACE OF REGISTRATION	WASHINGTON DC	
REGISTRATION NR	000000000	
PHONE	1 202 462 6200	FAX 1 202 462 6200
E-MAIL	oas@oas.org	
CONTACT PERSON	ANNA CHRISTIAN	

THIS DOCUMENT HAS TO BE ACCOMPANIED BY THE RESOLUTION OR LAW OR OTHER OFFICIAL DOCUMENT ESTABLISHED FOR PUBLIC ENTITIES.

DATE AND SIGNATURE

Handwritten signature and date: 26/01/14, 2014

Handwritten signature

Handwritten signature

ANNEX V

**Request for payment for contribution agreement
with an international organisation**

Date of the request for payment [.....]

For the attention of
[*Address of the Contracting Authority*]
[Financial unit indicated in the Agreement]¹

Reference number of the Agreement: ...

Title of the Agreement: ...

Name and address of the Organisation: ...

Request for payment number: ...

Period covered by the request for payment: ...

Dear Sir/Madam,

I hereby request payment of the first prefinancing/further instalment of prefinancing/balance² under the Agreement mentioned above.

The amount requested is [as indicated in Article 4.2 of the Special Conditions of the Agreement/the following: ...]³

Please find attached the following supporting documents:

- signed Agreement (for the payment of the first prefinancing)
- narrative and financial progress report (for further instalments of prefinancing)
- final implementation report (for payment of the balance)⁴

The payment should be made to the following bank account:....⁵

I hereby certify on honour that the information contained in this request for payment is full, reliable and true, that the costs incurred can be considered eligible in accordance with the Agreement and that this request for payment is substantiated by adequate supporting documents that can be checked.

Yours faithfully,

[signature]

¹ Please do not forget to address a copy of this letter to the Commission delegation mentioned in Article 5.1 of the Special Conditions of the Agreement.

² Delete the two options which do not apply.

³ Delete the option which does not apply.

⁴ Delete the items which do not apply.

⁵ Indicate the account number shown on the identification form annexed to the Agreement. In the event of change of bank account, please complete and attach a new identification form as per model.

N.B.: Further instalments of prefinancing and final payments are subject to the approval of the corresponding report (see Article 15(1) of the General Conditions of Agreement)

