

ACUERDOS BILATERALES

Clasificación: 30-2009

Fecha de Ingreso: March 31 2009

Nombre del Acuerdo: Conflict Prevention Pool Grant Contract. Agreement between the General Secretariat of the OAS and the Secretary for State for Foreign and Commonwealth Affairs of the United Kingdom

Materia: Conflict Prevention Pool Grant Contract to implement the Project: OAS: Belize/Guatemala ICJ Legal Fees Fund

Partes: GS/UK

Referencia: UK

Fecha de Firma: March 16 2009

Fecha de Inicio:
Fecha de Terminación:

Lugar de Firma: Washington, D.C.
Unidad Encargada: Department of Sustainable Democracy and Special Missions
Persona Encargada:

Original:

Claves:

Cierre del proceso:

Notas adicionales:



**CONFLICT PREVENTION POOL GRANT CONTRACT:
ORGANIZATION OF AMERICAN STATES**

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The Secretary for State for Foreign and Commonwealth Affairs as represented by

Dominick Chilcott, Permanent Observer of the United Kingdom to the Organization of American States, (the Contracting Authority) of the one part,

and

The General Secretariat of the Organization of American States through its Department of Democratic Sustainability and Special Missions (the Disbursement Agent) of the other part,

collectively, the Parties, have agreed as follows:

SPECIAL CONDITIONS

1. Article 1 – Subject

1 (1) The subject of this Conflict Prevention Pool Grant Contract (the Contract) is a Grant for the implementation of the Project entitled: **OAS: Belize/Guatemala ICJ Legal Fees Fund (the Project)**. Project number: **PAM GCP LAM 000070**.

The objectives and activities of the Project are set out in Annex A.

1 (2) The Contracting Authority will transfer the Grant (defined in Annex A) the amount of £ 200,000 to the Disbursement Agent on the terms and conditions set out in this Contract and its Annexes (which form an integral part of the Contract), and which the Parties hereby declare they have taken note of and accept.

1 (3) The Disbursement Agent accepts the Grant and undertakes to carry out the Project in accordance with Annex A hereto.

2. Article 2 – Duration of execution

2 (1) The Contract shall be in full force and effect on March 16, 2009 (“Effective Date”). The Disbursement Agent will inform the Contracting Authority after it makes its first disbursement of funds to for the Governments of Guatemala or Belize hereunder. If the Project is not executed in whole or part, then the Contracting Authority will discuss other Confidence Building Projects for Belize/Guatemala with the Disbursement Agent and the two parties may mutually decide whether the funding can be transferred to be used for any of those projects. Both Parties will need to give their written approval and authority before any action can be taken with respect to the transfer of the funding to other projects.

2 (2) This Contract shall terminate when the Grant of £200,000 provided by the Contracting Authority has been fully disbursed to the Governments of Belize and Guatemala or after a

period of 3 years whichever occurs first (“Termination Date”). Any amendments to this period must be agreed to by both Parties in writing.

3. Article 3 - Financing the Operation

3 (1) The total amount of the Grant is £200,000 towards the total costs of the operation described in Annex A.

3 (2) Procurement of equipment or goods by the Disbursement Agent from Grant funds must comply with the standard practices of the Disbursement Agent.

3 (3) Any non-consumable items of equipment purchased under the Grant with an initial value of more than £1,000 and a useful life of more than one year will (in the absence of specific agreement in writing by the Contracting Authority to the contrary) remain the property of the Contracting Authority and must not be disposed of except as the Contracting Authority directs. The Disbursement Agent will maintain an inventory and notify the Contracting Authority of above-described purchases. Entries must include the following:

- description
- specific identification (e.g. serial number)
- date of purchase
- original value (including VAT if paid)
- location and/or use
- person responsible for it

4. Article 4 – Reports and Payments

4 (1) The use of the Grant is set out in Annex A. The Grant will be transferred immediately by the Contracting Authority to the Distribution Agent upon execution of this Contract by both Parties hereto. Upon termination of this Contract the Disbursement Agent should send to the Contracting Authority a final financial report as set out in Article 4(2) below.

4 (2) The financial report shall state how the Grant was disbursed, including the specific terms set out in Annex A.

4 (3) The Contracting Authority reserves the right to request an external audit of the financial report covering the disbursement of the Grant at any time. If an audit is requested, the auditor shall be selected by and the audit coordinated by the Department of Budgetary and Financial Services of the General Secretariat of the Organisation of American States (the GS/OAS), and the cost shall be covered by the Contracting Authority.

4 (4) The Disbursement Agent must provide certified copies of invoices and receipts for purchases made pursuant to Article 3 above to the Contracting Authority if so requested.

4 (5) Items spent against the Grant and any assets transferred must be clearly identifiable within the Disbursement Agent’s accounts.

4 (6) The Grant shall be transferred by the Contracting Authority to the Disbursement Agent's bank account and designated to a specific account in the Disbursement Agent's ledgers that will allow separate accountability for the funds corresponding to this Grant.

4 (7) The Contracting Authority reserves the right to reclaim at any time within a period of three years after the date of this Contract the remaining balance of the Grant which has not been committed irrevocably at the termination of this Project or money spent on purposes which do not fall within the Project Terms of Reference in Annex A or which is unaccounted for.

4 (8) The Contracting Authority reserves the right to request from the Disbursement Agent copies of operation accounts and such other Grant records as it requests at any reasonable time upon reasonable notice for a period of up to three years after the completion or termination of the Project.

5. Article 5 – Monitoring and Evaluation

5 (1) The Contracting Authority will supervise the progress of the Project throughout and reserves the right to consult with the Disbursement Agent upon reasonable notice being given.

6. Article 6 - Amendment of the Contract

6 (1) This Contract may be amended only by written agreement of the duly authorized representatives of the Parties.

7. Article 7 – Termination of the Contract

7 (1) The Contracting Authority reserves the right to terminate this Contract, upon one month's written notice to the Disbursement Agent, inter alia, in the following circumstances: failure by Disbursement Agent to implement the Project according to Annex A of this Contract; for material breach by the Disbursement Agent of any of the material terms of this Contract; force majeure.

7 (2) Upon termination of the Contract, the Disbursement Agent shall provide a financial report (including invoices and receipts) covering the period of operation of the Contract as per Article 4(1) above.

7 (3) Upon termination of the Contract, the Contracting Authority retains the right to recover any funds given to the Disbursement Agent for the purposes of the Grant which cannot be accounted for.

7 (4) The disbursement Agent reserves the right to terminate this Contract immediately for material breach by the Contracting Authority or force majeure.

7 (4) For terminations under paragraphs 7 (1) and 7(4) of this Contract, the Parties shall consult on the steps to be taken to transition the Project until the date on which termination takes effect.

8. Article 8 – Acknowledgement of Funding

8 (1) Unless there are exceptional reasons for funding not to be acknowledged, the Disbursement Agent undertakes to acknowledge the contribution of UK government funding on materials produced in the course of the Project (including information available in electronic format) and at all public events.

9. Article 9 - Liability

9 (1) The Disbursement Agent undertakes to provide adequate supervision of and care for its staff, agents and visitors and accepts that, in no circumstances will the Contracting Authority be responsible, and the Disbursement Agent shall be responsible, for loss or liability committed arising from gross negligence or gross misconduct committed by the acts or omissions of the Disbursement Agent's staff, agents or visitors arising from this Contract or for any loss or liability arising as a result of the Project.

10. Article 10 - Applicable Law

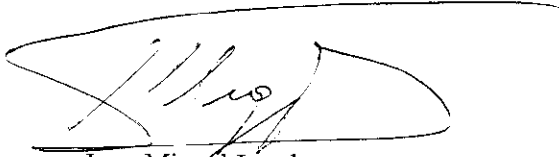
10(1) The law of the England and Wales shall be applicable to this Contract.

11. Article 11 – Dispute Resolution/Privileges and Immunities

11 (1) Such disputes as may arise in the application or interpretation of this Contract may be settled through direct negotiation between the Parties. If a solution satisfactory to the Parties cannot be reached, the Parties shall submit their dispute to a mutually agreed procedure of final and binding arbitration.

11 (2) Nothing stated in this Contract constitutes a waiver, express or implied, by either Party or its personnel of their respective privileges and immunities under the laws of England and Wales, the United States of America, Belize, Guatemala or international law.

For the General Secretariat of
the Organisation of American States:



Jose Miguel Insulza
OAS Secretary General

Dated

16 March 2009

For the Secretary of State
for Foreign and
Commonwealth Affairs:



Dominick Chilcott
Permanent Observer of the
United Kingdom to the OAS

Dated

16 March 2009

ANNEX A:

Project Terms: OAS: Belize/Guatemala ICJ Legal Fees Fund

- 1) The Grant is provided to the **Belize-Guatemala ICJ Legal Fees Fund**, a sub-fund of the OAS Peace Fund: Belize – Guatemala sub-fund.
- 2) In accordance with its rules, the Disbursement Agent shall retain six per cent (6%) of the Grant, for indirect costs related to the Project.
- 3) a) The Grant is provided specifically to defray the **legal costs** associated with the representation of the Government of Belize and of the Government of Guatemala for taking the Belize-Guatemala territorial, insular and maritime dispute to the International Court of Justice for independent arbitration, in accordance with the terms of the Special Agreement signed by the Governments of Belize and Guatemala on 08 December 2008.

b) The Grant funds will be allocated up to £ 100,000 to each of the Government of Belize and the Government of Guatemala to defray the legal costs for their respective representation. Once total fees disbursed to a law firm representing a Government reach £ 100,000, the Disbursement Agent shall make no further disbursements to a law firm representing that Government.
- 4) The Disbursement Agent shall disburse payments from the Grant to the Governments of Belize and Guatemala (in bank accounts designated by the Ministries of Foreign Affairs of Belize and Guatemala) upon presentation of a Note Verbale or other written and signed request from the Ambassadors of Belize and Guatemala to the Organisation of American States. Such requests should include the total amount requested and a copy of a corresponding invoice from the government's legal representatives.
- 5) The Disbursement Agent shall not be responsible for verifying the veracity of the information in the invoices.
- 6) The Disbursement Agent shall have no involvement with or responsibility for the selection process of or the work performance of the legal firms that will provide legal representation to the Government of Belize and to the Government of Guatemala.
- 7) The responsibilities of the Disbursement Agent regarding the management of the Grant and the payments referred to in paragraph 4) above in this Annex, are exclusively limited to those expressly stated in this Annex A, without this entailing any other legal responsibility or obligation on its part.