

## **Acuerdos Bilaterales**

**Clasificación:** 31-2003

**Fecha de Ingreso:** 20 de mayo de 2003

**Nombre de Acuerdo:** Grant Agreement with an Internacional Organization – External Aid – B7-701/2002/3081

**Materia:** Observación Electoral / Democracia

**Partes:** SG/OEA & The European Community

**Referencia:** EC

**Fecha de Firma:** 14 de abril de 2003

**Fecha de Inicio:** 15 de abril de 2003

**Fecha de Terminación:** 15 de abril de 2004

**Lugar de Firma:**

**Unidad Encargada:**

**Persona Encargada:**

**Original:**

**Claves:**

**Cierre del proceso:**

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

of the one part,

and

(the General Secretariat of the) GS/  
**Organisation of American States (OAS)** with its Head office at 1889 F Street, N.W.,  
Washington, D.C. 20006, ("the Organisation")

of the other part,

have agreed as follows:

## **Special Conditions**

### **Article 1 - Subject**

- 1(1) The subject of this Agreement is a Community grant for the implementation of the operation entitled: **"Strengthening of Democracy in Venezuela"** ("the Operation").
- 1(2) The Organisation will be awarded the grant 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 grant and undertakes to carry out the Operation under its own responsibility.

### **Article 2 - Duration of execution**

2(1) Implementation of the Operation will begin on **the day following that on which the last of the two parties signs.**

2(2) The Operation's duration of execution, as laid down in Annex I, is **12 months.**

### **Article 3 - Financing the Operation**

3(1) The total cost of the Operation eligible for Community financing is estimated at **EUR 791.752** as set out in Annex III.

3(2) The Community undertakes to finance a maximum of **EUR 600.000**, equivalent to **75,78 %** of the estimated total eligible cost specified in paragraph 1; the final amount will be established in accordance with Article 17 of Annex II.

- 4(1) Technical and financial reports shall be produced to back up 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:<sup>1</sup>

Advance (95% of the sum referred to in Article 3(2) of the Special Conditions less contingencies):	EUR 532.307
Forecast final payment (subject to the provisions of Annex II)	EUR 67.693

#### **Article 5 - Contact addresses**

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

##### For the Commission:

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

European Commission  
EuropeAid Co-operation Office  
For the attention of Financial Unit F6  
200, rue de la Loi  
J-54 1/141  
B-1049 Brussels

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

European Commission  
EuropeAid Co-operation Office  
For the attention of Management Unit F3  
200, rue de la Loi  
J54 7/20  
B-1049 Brussels

A copy of the reports referred to in Article 4(1) shall be sent to the Commission Delegation responsible for supervising the Operation, at the following address:

Delegation of the European Commission in Venezuela  
Edificio Comision Europea  
Avenida Orinoco  
Las Mercedes  
Caracas

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For the Organisation:  
General Secretariat of the  
Organisation of American States  
1889 F Street, N.W., Washington, D.C. 20006  
United States

## 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 Operation
- Annex II: General Conditions applicable to European Community grant agreements with international organisations for external aid
- Annex III: Budget for the Operation
- Annex IV: Contract-award procedures
- Annex V: standard request for payment and financial identification form

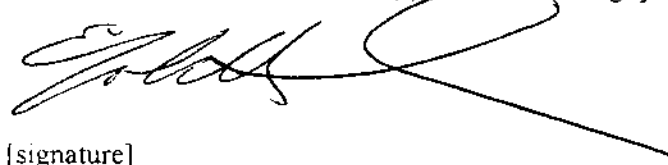
6(2) In the event of a conflict between the provisions of the Annexes and those of the Special Conditions, the provisions of the Special Conditions shall take precedence. In the event of a conflict between the provisions of Annex II and those of the other annexes, the provisions of Annex II shall take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

Done at [Brussels] in three originals in the English language, two originals being for the Commission and one original being for the Organisation.

For the Organisation

Elizabeth Spehar., Executive Coordinator  
UPD

[name and title of the individual(s) authorised to sign]



[signature]

[date] April 14, 2003.

For the Commission

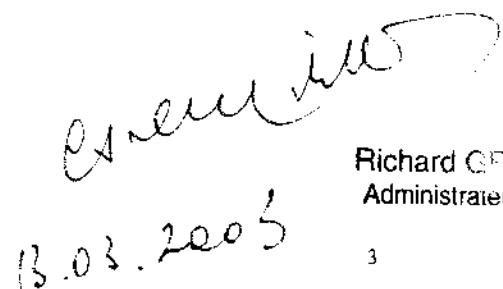
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[name of the official(s)  
authorised to sign]



[signature]

[date]



13.03.2003

Richard GFANVILLE  
Administrateur principal

# ANNEX I

## 1. Description

1.1 Title of Project: Strengthening of Democracy in Venezuela

1.1.a Priority theme(s) addressed: Support for strengthening of democracy

1.1.b Target Group

Venezuelan society through its representatives

1.2 Location of activities

Venezuela: Caracas and, likely, other Venezuelan cities

1.3 Summary

The current polarized political situation in Venezuela between supporters and opponents of the President has put democracy at risk. An attempted coup took place on April 2002 and the situation remains extremely tense. A tripartite group (Carter Center, UNDP, OAS) lead by the OAS, and operating in accordance with the Inter-American Democratic Charter, is working to assist the Government and the opposition to initiate and sustain a constructive dialogue and reach concrete agreements in order to resolve the current political impasse. The objective of the present project is to support the strengthening of the democratic system in Venezuela by assisting the OAS in its efforts to implement the agreements reached by the parties in conflict. They include three main points: 1) supporting new, fair and transparent elections ; 2) international assistance in the investigations of the events of April 2002; 3) disarming the civilian population. This initiative has been conceived as an overall package of support to the OAS, encompassing several fields of activities.

1.4 Objectives

The general objective of the project is to avert the recourse to violence by the conflicting parties in Venezuela by promoting and supporting a peaceful dialogue and a negotiating mechanism between the Government and the opposition at the first stage, and helping then to put implement the agreements reached by the parties. The OAS has led of a gap closing exercise between the parties, with the support of the Carter Center and the UNDP. Several missions in Venezuela of former US president, Mr. Carter, and Secretary General Gaviria were necessary in order to secure an agreement aimed at putting in place a “*mesa de negociación y acuerdos*”. This is seen as the last chance to prevent the instigation of widespread violence in the country.

Given the critical importance of resolving this situation, both for Venezuela and for the hemisphere, the “*mesa de negociación y acuerdos*” will be chaired by Secretary General Gaviria himself and is due to address three key issues :

- The holding of free and fair elections. Positions are still divergent as to the kind of referendum and anticipated presidential elections that could eventually be called. Whatever the outcome of the discussions, it appears that transparent elections would require important work aimed at updating the list of voters, as well as the electoral law and the appointment of a new board for the Consejo Nacional Electoral. The OAS is expected to provide some expertise on these issues and possibly to ensure later the monitoring of the elections. EU expertise will join with OAS expertise.

- Disarming the population. The widespread presence of weapons among the population represents a high risk for political stability in the country and a danger of violence in general. All the parties agree on this but have not been in a position so far to present a solution to cope with the problem. The OAS is expected to provide the necessary expertise on how to collect the existing illegal weapons and on putting in place a new legal framework on the issue.

- Investigation of the events during the April 2002 coup which resulted in about 80 people being killed. Once again, the OAS is expected to provide support through technical assistance to a special appointed Commission.

The OAS declared itself available to provide support to all these requests but appears unable to face the financial requirements they would imply. For this reason, contacts have been made with the EC in order to get financial support.

EU Member States in Venezuela have been duly informed of the efforts carried out by the OAS and fully support both the priorities for action put forward and the need for the EU to provide political and financial support according to the commitments taken by the EU on the occasion of the last EU/LAC Heads of States meeting in Madrid (May 2002). The EU issued a Declaration on October 2002 supporting the OAS efforts in Venezuela. It appears now highly desirable to back this political support with a financial one, by contributing to a general effort carried out together with the countries of the Western hemisphere.

## 1.5 Justification

### (a) identification of perceived needs and constraints in the target country

Pr. Chávez and his party Movimiento Quinta Republica (MVR), coming to power in 1998 resulted in a shift in the political structure which had operated in Venezuela for 50 years and had been dominated by two parties, Social Democratic Action (AD) and the Christian Democrat (COPEI) with a high degree of consensus. This consensus, institutionalised in the Pact of Punto Fijo of 1957, implied the sharing of appointments and promotions in the military, judiciary and Government bureaucracy. This system worked for 40 years even when the economy and its growth model started to deteriorate. During the last decade of the Pact, there was growing discontent within society with perceptions of electoral fraud and high level corruption at the same time that the economy was worsening and poverty increasing. In this context, in 1992 Hugo Chávez led a failed military coup. In the 1998 elections, Chávez was able to harness the dissatisfaction with AD and COPEI and he won the election by a large majority. As a result, the political system described, with the

traditional parties, which had worked from 1958-98, collapsed. The consequent lack of strong and organised parties is having an impact on political life.

Pr. Chávez' major ambition is to implement a "Bolivarian Revolution", which is affecting political, social and economic matters. He obtained enabling powers for one year, in November 2001, from the National Assembly to pass reforms. In the political sphere, a new Constitution was approved in 1999. He has given the military an important role to play in the country's administration, moving them from the strictly defence activities, with military officers now heading several ministries, social development funds, customs, etc.

With respect to economic and social matters, reforms undertaken mainly concern income and capital gains tax, value-added tax, the State budget, as well as hydrocarbons, fisheries and the agricultural sector. These reforms were mainly implemented through a package of 49 economic laws approved under the mentioned enabling powers. However, the economic reforms caused a high degree of concern in the private sector because of their perceived negative impact. These fears, along with the disappointment felt by others segments of the population, led to the first general strike in December 2001.

With the aim of defending his revolution, Pr. Chávez has created the so-called "Círculos Bolivarianos". The estimated number of members is unclear, but is estimated to be between 80,000 and 300,000, depending on the source. They have been accused of forming a paramilitary vanguard.

#### *Situation of political and economic crisis*

Increasing political and social tensions have characterised Venezuela throughout 2001 and 2002. Three general strikes have taken place in 10 months, in December 2001, April 2002 and October 2002 and a coup and counter-coup took place between April 11-14.

Venezuela is deeply divided between Government supporters and opponents, a split exacerbated by the failed coup. The opposition is organised around Coordinadora Democrática (CD), formed in early 2002, a group of more than 16 heterogeneous parties, business organisations, trade unions and civil groups without a clear representative or leader.

The weakness of the political parties, and private concerns, have encouraged intense political activity by the economic agents; in fact, the CTV union federation and Fedecamaras, business association have become increasingly involved in political life (the last Fedecamaras president being involved in the failed coup d'état and being President for 48 hours). Also, the media, mainly private television channels, radio stations and some main newspapers, have been involved in the efforts to discredit Chávez.

The opposition has gone from demanding a revision of the 49 laws to demanding Chávez's resignation or an urgent referendum. Numerous protests have been organised with that aim, and the above mentioned general strikes and failed coup. The risk of

confrontation remains very high with persistent rumours of non-democratic solutions being contemplated.

The Armed Forces are also divided with a majority rejecting military intervention and favouring a constitutional order, but with a section preferring more radical solutions.

In this context, democracy and the future of the country in general is dark with a risk of civil confrontation and the possibility of non-democratic solutions. The fact that a large part of the population have weapons, and the existence of organized radical elements in society, causes serious concern about a dramatic solution involving bloodshed.

#### *Mediation of the OAS*

The failed coup of April 2002 generated concern among the international community and in particular among Latin American countries. The OAS immediately triggered the mechanisms foreseen by the Inter-American Democratic Charter and sent a mission to Venezuela in order to assess the situation of democracy. In the following months and with the strong support of the OAS Member States, the Institution has been assuming a prominent role in trying to open a dialogue between the conflicting parties whose very distinct positions appeared difficult to reconcile. A tripartite group (Carter Center, OAS, UNDP) was set up and visited Venezuela on several occasions. As a result of these attempts, an agreement was reached by which a negotiation table would be put in place between the parties. The OAS Secretary General would personally chair this table whose members have already been appointed and whose agenda encompasses several items of outstanding importance.

The European Union and the international community, in general, have fully supported the OAS role in the conflict. The UE in its Declaration 9 October *“reiterates its full support of the efforts being undertaken by the tripartite working group integrated by the OAS, UNDP and the Carter Centre in facilitating a national dialogue between the Government of Venezuela and the Coordinadora Democratica as well as other relevant sectors of society”*.

#### (b) reason for addressing the situation

In spite of all the attempts, the parties in conflict appeared to be unable to open a constructive dialogue and to solve the situation by themselves. The use of strong rhetoric by both sides, the widespread presence of arms and the weakness of the political institutions put at risk the political stability of the country and create a climate of general distrust which could favour a non democratic solution to the crisis and eventually bloodshed.

The OAS efforts appear to all international observers as a last chance solution to recover stability. Since the political framework is moving fast, the international community should show the necessary flexibility to promptly respond to the needs emerging from this internationally-facilitated negotiation process.

#### (c) list of target groups with an estimate of the anticipated number of direct and indirect beneficiaries.



All Venezuelan society, both supporters and opponents of the Chávez government will benefit from the results of the project. Specifically, the parties in negotiation, namely the Coordinadora Democrática (business organisations, trade unions and civil groups) and the government (mainly the Ministry of Interior and Justice and the Electoral power, CNE), will most directly benefit from the support and accompaniment, which the international facilitation will provide at the "Mesa". The other advisory/technical support activities, which make up this proposal will benefit a broad range of communities, civil society groups and public institutions. More detail is provided below, per activity, on the specific target groups.

(d) reasons for the selection of the target groups and activities

The key element of the conflict is the acute division of the society as well as increasing political confrontation and polarization. This conflict has recently intensified mainly with respect to whether President Hugo Chavez should leave office by a consultative referendum to be carried out no later than January 2003, according to the opposition, vs a "referéndum revocatorio" in August of 2003, which has been cited by the President, which could lead to revoking the mandate of the current Administration. So, one should consider that the basic target group of this initiative is in fact all of Venezuelan society, which is suffering directly and indirectly from the deep polarization and political crisis that the country is currently undergoing.

The activities chosen are the result of the negotiations with both parties in the conflict, their requirements and the need to stabilise the political situation. The technical assistance package offered by the OAS will directly and indirectly help strengthen the democratic processes and institutions in the country and benefit directly several targeted groups. In addition to the OAS support for the negotiations via international facilitation of the Mesa, and support for creating optimal conditions for the negotiation and overall conciliation in society through training and seminars, the other technical cooperation activities entail three principal areas of action: 1) support to strengthening the electoral process, 2) disarming the civilian population and 3) an investigation of the April 11<sup>th</sup> events.

Once again, given the critical political, economic and social situation of Venezuela at this moment, the project activities geared towards facilitating dialogue and negotiation, the reaching of agreements, as well as confidence- and tolerance-building, are of the utmost importance and, in addition to supporting the parties at the "Mesa", will be beneficial to all sectors of Venezuelan society. This support will also be critical for Venezuela with respect to how the international community, including the international financial community, perceives the country at this stage. The training and seminar activities mentioned will target a variety of key "opinion-making" sectors of Venezuelan society; therefore, in addition to the entities which make up the parties to the negotiation who will benefit from this support, other target sectors will include the media, key academic institutions, NGOs and other civil society groups.

Support for the strengthening of the electoral process will, of course, benefit Venezuela's electoral institution, and will also directly benefit the Venezuelan voting population, particularly with respect to cleaning and updating the electoral registry (it is estimated that 3 million citizens eligible to vote are disenfranchised because they

are not included in the registry). Therefore, this component will be a critical element for strengthening representative democracy in Venezuela.

The activity supporting disarmament of the civilian population will have various important, direct beneficiaries: the training and guidance which the project will provide to military personnel, as well as personnel from other citizens' security organizations and from state and municipal-level police forces, will be essential since, according to the "Ley para el Desarme" (Disarmament Law) passed by the National Assembly in August, it is these groups that will be involved in the civilian disarmament process. Others who will benefit directly from the program will be the armed citizens who will be sensitised about the dangers of illegal arms possession and compensated for the handing in of their weapons; and, finally, most importantly, the communities throughout the country which have the presence of armed groups in their vicinity, will benefit directly from a more peaceful, less violence-prone climate as those groups are progressively disarmed, according to international standards and "best practices" provided by the project, and with monitoring of the process also provided by the OAS initiative.

Support to the investigation of April 11-related incidents will directly benefit the multi-sector "Comisión de la Verdad" which the "Mesa de Negociación and Acuerdos" is currently negotiating; indirectly, and more importantly, it will benefit all Venezuelans by providing objective information on what transpired during that brief but volatile and violent period, permitting closure and reconciliation within Venezuelan society.

The need to provide assistance in these critical areas of concern is reinforced by the commitment of both government and opposition sectors to sign the Declaration of Principles for Peace and Democracy, as well as their willingness to negotiate at the Round Table.

(e) relevance of the project to the target groups

Social dialogue seems to be the only way to break down the current crisis into more manageable parts in order to arrive at negotiated agreement on how to solve the conflict without resorting to violence or unconstitutional means. The international mediation offers the parties at the Round Table, the legitimacy, credibility and guarantees they need in a negotiation process. To date, the work of the Tripartite Commission, along with the mediation efforts of the Secretary General, have been the only way the country has moved forward in this crisis. The offer (and acceptance) of international advisory services and technical assistance in the 3 other areas mentioned was a critical step in arriving at one of the first points of consensus between Government and opposition, and was also supported by society as a whole, since it has provided an incentive to move forward that all could agree on. The relevance of these initiatives is therefore, both political as well as institutional. In other words, the technical cooperation to be provided in the 3 key areas (electoral, disarmament, investigation) will be extremely important for strengthening democratic institutions and democratic governance in Venezuela, and has also provided additional incentive for the parties in conflict to work towards some common goals.

The efforts of the Tripartite Commission have, therefore, already yielded several outcomes which make this project extremely relevant to the target groups outlined in the previous point: 1) the signing of the Declaration of Principles by the Government and the majority of opposition leaders, grouped under the Coordinadora Democrática, 2) the narrowing of an agreement of the parties on three principal issues for an agenda; and 3) agreement on the need for international technical assistance relating to the above mentioned issues.

(f) reasons for the role of each partner (where applicable)

OAS, Inter-American Charter. The signing of the Inter-American Democratic Charter in September 2001, gives the Organisation of American States a role in mediating in this type of conflict. Its art. 17 encourages American governments to request OAS assistance when democracy is at risk. The Venezuelan government officially invited the OAS to provide this service. The Permanent Council of the OAS on August 14, 2002, approved a resolution to send a mission to Venezuela. As a consequence, the OAS is playing a key role in the efforts to find a solution to the current problem.

(g) relevance of the project to promoting (a) gender equality (b) the rights of children

With respect to gender equality, it is important to note that the Organization of American States, under the leadership of the CIM (InterAmerican Commission of Women, an OAS organ and the oldest women's organization in the world) has initiated a major "gender mainstreaming" initiative for the entire Secretariat, which is integrating gender sensitivity and gender-related issues into all OAS activities. This will ensure that gender equality will be taken into account in all the activities. As suggested above, with respect to the rights of children, the future of Venezuela and therefore, that of its youngest citizens, hinge at this point on the successful resolution of the current political impasse and the reduction of the acute political polarization now existing in the country, which this project aims to address. Furthermore, the civil registry component of the electoral support activity will directly enhance the rights of Venezuelan children to have their births efficiently and accurately recorded, and the birth certificates issued in a timely fashion. Children are therefore a significant beneficiary, and another indirect target group, of one specific component of this proposal, namely the electoral-civil registry component.

#### 1.6 Detailed description of activities

This project has four essential components, which are described below. Essentially, the initiative seeks to 1) facilitate a comprehensive dialogue and negotiation process and help to create optimal conditions for such a process; and 2) provide technical assistance in three key areas agreed upon by the Government and Opposition, as represented by the "Coordinadora Democrática", and related to good governance in Venezuela, namely: a) strengthening of the electoral system, b) assistance in the investigation of the incidents of April 11 and the days following, c) support of efforts to disarm the civilian population.

#### **Activity #1 Facilitation of dialogue and negotiation process**

This activity has already been underway for some time, in the sense that for several months now, the OAS and the other two tripartite members (Carter Center and UNDP) have been undertaking a series of missions to arrive at a basic framework and find a group of interlocutors allowing the installation and functioning of a negotiating roundtable. The establishment of the Round Table, which is identified in Spanish as the "Mesa de Negociación y Acuerdos", was achieved November 8<sup>th</sup>, 2002, and has already conducted its first sessions. The support role of the OAS for this delicate process is crucial, and will involve an on-going presence in Venezuela of the Secretary General as the International Facilitator, supported by a team of dialogue and conflict resolution experts provided both by the OAS Secretariat as well as by the other two organizations making up the Tripartite group (GTT). This will imply setting up a permanent OAS office as a "central base" from which the Organization, in tandem with its GTT partners, will accompany the dialogue and negotiation process.

a) Direct support for the "Mesa de Negociación y Acuerdos":

In specific terms, this will entail: i) the direct facilitation and mediation efforts of the OAS Secretary General (and, subsequently, a suitable, high-level international Facilitator from the hemisphere who could eventually take over from the OAS SG, depending on the evolution and overall timeframe of the "Mesa"), ii) support in the form of international technical expertise in dialogue and conflict resolution as well as in other specific themes on the discussion agenda, iii) oversight in terms of progress made both on agreements at the "Mesa" as well as the actual fulfilment of those agreements outside the "Mesa" framework, and iv) the provision of specialized advisory services and technical assistance for the implementation of the various results of the dialogue (electoral technical assistance, investigation of April 11, disarmament of civilians, etc.).

The "Mesa" of dialogue and negotiation is currently functioning on the principle that six (6) representatives from the Coordinadora Democrática and six (6) representatives from the government sector will be the interlocutors at the table. Moreover, it was agreed that there will be a principal "Mesa" of discussion, as well as three complementary "mesas" which will be conducted simultaneously to discuss more thoroughly issues key issues such as (a) the strengthening of the electoral system, (b) disarmament of the civilian society, and (c) the establishment and functioning of a commission to investigate the events of April 11<sup>th</sup>, 2002. The logic behind this is to allow for a more detailed "pre-negotiation" before bringing the issues to the principal "Mesa".

In the first session of the "mesa", the parts ratified the specific agenda of discussion, and agreed on a timetable and the basic rules of procedure for the negotiation. The precise duration of the "Mesa" will depend on progress achieved, and in particular, on the desire of the parties to continue meeting and negotiating results.

b) Creating a proper environment conducive for the dialogue process and contributing to a process of national reflection and reconciliation:

Another critical element of the support function of the GTT in Venezuela for the dialogue and negotiation process is the creation of a proper environment to support the process within Venezuelan society, as well as contributing to lowering tensions and promoting tolerance and reconciliation within that society.

As agreed upon with the parties and among the GTT partners, this role will be fulfilled through the organization and undertaking of a series of events targeted at key sectors of Venezuelan society as well as at the general public. One of these events was already implemented recently in Caracas (a seminar on "Constructing the Third Side" led by renowned conflict resolution specialist William Ury of Harvard). Two more events will be conducted in parallel to the unfolding of the discussions and negotiations at the "Mesa", and will include activities such as specialized orientation and training sessions, information and debating sessions on international "best practices" in dialogue and conflict resolution processes, as well as some possible television and radio "spots" addressed to the widest possible public.

With respect to the governance-related technical cooperation activities of this proposal, during the initial missions to Venezuela, the GTT was able to identify three common points of interest of the parties (Government, Coordinadora Democrática) as objects of international technical assistance, which are the following:

#### **Activity #2 Electoral Assistance**

Electoral assistance: in their statements, the parties in conflict agreed on the need for new elections in spite of their divergences as to the timing. However, fair and transparent elections, whose result could not be challenged cannot be held without a complete overhaul of the electoral law and indepth revision of the electoral registry. The Venezuelan authorities do not appear to have the necessary expertise and financial resources to carry out this job. Thus the need for external assistance to be provided under the aegis of the OAS.

The assistance would be structured into two phases. Firstly, a technical mission would provide a detailed assessment of the electoral system currently in place with a view to identifying key weaknesses and potential areas for improvement. The second phase, which would constitute the implementation phase, would be structured and executed in accordance with any agreements on electoral reform and/or electoral system restructuring that may be arrived at by the "Mesa", and based on the detailed technical information and recommendations emanating from the assessment mission report of phase I.

- Support for the Civil Registry. Currently, the Mayors (Alcaldías) are in charge of this registry and the Executive power, Ministry of Interior and Justice, is in charge of the "cédulación". This project will support the transition process to give the competence to the Electoral power, CNE, which is needed, according to the Constitutional rules. The project will assist in the preparation of programmes for inscription of births, marriages, deaths and any other registry changes.

Furthermore, the issue of identity "cédulas de identidad", as the only valid document to be able to vote, will need some assistance.

- Support for the Electoral registry. The CNE has the responsibility for the Electoral registry. Cleaning and updating is required; it is estimated that 3 million citizens are not included in the Registry. In addition, the "Padrón Electoral" should be updated before each electoral consultation, and an adequate control of the political organisations should also be organised.

- Support for the adoption of new counting, adding and transmission of results procedures for elections. In the event of new elections, the counting, adding and transmission of results will have to be modernised. A sector of the society does not accept the procedures used in previous elections.

### **Activity # 3 Investigation of the events of April 11 and days following**

The events of April 11, along with their significant political implications for Venezuelan society, left scores dead and no one punished. And yet to date no official version of the truth has been prepared or published. While normally this would be a task for the Venezuelan "fiscal" (prosecutor), that investigation has been stalled. Even if it were published tomorrow, it seems clear that another mechanism must be found to prepare a comprehensive report that will generate the required acceptance by the Venezuelan people. There is considerable agreement that this issue stands as a clear barrier to forward movement between government and opposition, and the "Mesa de Negociación y Acuerdos" will be addressing the creation of a "Comisión de la Verdad" (Truth Commission) to attend to it. There is considerable experience on such issues both within the inter-American system as well as at an international level, and therefore, the OAS is willing to commit their assets and experience to supporting the work of such a Commission. Specifically, the OAS Secretary General has on several occasions offered the parties the expertise of three international jurists to conduct an independent investigation of the events surrounding April 11<sup>th</sup>. Regarding specific modalities, one international jurist with relevant comparative experience in investigating such matters in other national contexts, could be selected by each of the Tripartite members (OAS, Carter Center, and UNDP). The European Community would also be asked to provide an expert who could contribute relevant experiences from European cases. These experts would conduct an independent investigation of the events that took place on April 11 and the following days, and write up a comprehensive, factual report for consideration of the Truth Commission and for the wider public.

### **Activity #4 Support for the disarmament of the civilian population**

This component of the technical assistance program would take advantage of diverse international "best practices" and knowledge in this field, drawing on direct expertise of the individuals that the Tripartite organizations will provide. The European Union will also provide an expert with relevant European expertise in this field. They would offer the following services:

- (a) In the framework of the "mesa" discussions and negotiations, they would provide international experts in this field who would help to enrich the discussions and deliberations on civilian disarmament at the "Mesa".
- (b) In support of mesa discussions, and as a basis for international technical assistance for the disarmament process, they would prepare a document

synthesizing the “best practices” of recent civilian disarmament experiences from around the world.

- (c) With respect to direct technical assistance and support for the Venezuelan civilian disarmament process, they would provide the following:
- Assistance in the design and undertaking of a massive public information and awareness-raising campaign, using the mass media and other appropriate mechanisms;
  - The services of international technical experts in the issue with direct field experience from around the world, who would assist the Venezuelans with the specific design and implementation of the disarmament process, including training of the military, police and other Venezuelan “efectivos” directly involved in the initiative;
  - International supervision of the disarmament process.

## 1.7 Methodology

### (a) methods of implementation

Some of the basic methodological steps are outlined below, principally for the support of the “Mesa de Negociación y Acuerdos” and for the electoral assistance. Within the framework of the OAS General Secretariat, most of the technical support and expertise for the project will come from the Unit for the Promotion of Democracy (UPD), and possibly from the Sub-Secretariat of Juridical Affairs.

### **Activity #1 Facilitation of dialogue and negotiation process**

The methodology proposed to develop the “facilitation of dialogue and negotiation process” component of this proposal follows the following phases, some of which have already taken place:

- 1) Determination of a Working Agenda
- 2) Identification of a High-Level International Facilitator
- (b) Appointment of the Representatives from the opposition and the government sectors to the “Mesa de negociación y Acuerdos”
- (c) Co-definition of the Negotiation process, including an initial round of negotiation to ratify the Declaration of Principles for Peace and Democracy, and to determine the rules and procedures that would guide the negotiation.
- (d) Installation of the “Mesa” (took place November 8th, 2002)
- (e) Functioning of the “Mesa”, facilitated by the Secretary General of the Organization with the technical support from experts appointed by the Tripartite organizations.
- (f) Follow-up to the implementation of the agreements

The structure of this support to the negotiation process will rely on the following actors:

- (g) Facilitation by the Secretary General, as the **International Facilitator**
- (h) Accompaniment **Tripartite Organizations**

- (i) An Operative Team which will be composed of a group of **technical experts** in dialogue promotion and conflict resolution, as well as technical assistance by experts in the key issues identified by the representatives to the "Mesa".

## **Activity #2 Electoral Assistance**

In order to develop the "technical assistance" component of this project, it is necessary to prepare a detailed assessment of the Venezuelan electoral system with the collaboration of experts and consultants provided by the OAS and the EU, and by the other Tripartite Group organizations. This first phase, as mentioned in the description of activities, will allow for the identification of the immediate needs, weakness and strengthens of the electoral institution, which will be the basis of the modernization project. This phase will be conducted by at least one OAS Consultant and an OAS Specialist. After this, the complete team of experts and consultants will be selected in order to deploy them to Venezuela for the duration of the project. The Project will have a field coordinator and an OAS Specialist supervising and following the proposed activities.

The following basic methodology, upon approval of the assessment, will be implemented.

- (a) Planning of goals, activities and tasks.
- (b) Definition of the Organizational Structure (electoral officials and external consultants involved in the project)
- (c) Presentation of recommendations to Legal Framework (recommendations to the electoral law)
- (d) Development of required software in case it is needed (the UPD has developed software program models for civil registries, transmission of electoral results, computing of votes, and others that could be adjusted for the needs and characteristics of the Venezuelan electoral system)
- (e) Recommendations regarding the hardware that the Electoral Organization should acquire or upgrades in order to support this project
- (f) Definition and Implementation of Training and Evaluation Strategies

(b) reasons for the proposed methodology

The proposed methodology reconciles the need for a quick response with an adequate control of the destination of our resources.

(c) procedures for internal evaluation during the implementation

Members of the OAS and the EU implementing the project will have regular contacts and meetings. At least once a month they will discuss the progress of the activities and make an evaluation of it. As a result of that, they will provide a monthly report.



The Delegation of the European Commission in Venezuela will be involved in the evaluation process and will make sure that the EU support is made visible.

(d) level of involvement and activity of other organisations in the project (partners, sub-contractors or others)

see a)

(e) team proposed for implementation of the project (*by function: there is no need to include the names of individuals here*)

see a)

(f) added value, e.g. regarding innovative approaches and/or promotion of gender equality & equal opportunities

(g) external evaluation mechanisms foreseen

(h) if the proposal is to continue funding an existing project, how it builds on the achievements of the project

#### 1.8. Duration and plan of action

The duration of the project will be 12 months. Some of the components are expected to last less than a year. However, subject to the agreements reached at the Mesa de negociacion y acuerdos, some of the components could end in less or more time but always within the timeframe of one year.

**Plan of action:** see 1.8. a)

The *plans of action* for the “Mesa” and Electoral technical assistance components are outlined below:

#### MESA DE NEGOCIACION Y ACUERDOS

Year 1	Activity	Location (city)	Implementing body
Month 1	Determination of a Working Agenda	Washington, DC-Caracas, Venezuela	The Coordinadora Democratica and the Government of Venezuela with the assistance of the OAS and the Tripartite Commission.
Month 2	Identification of a High-Level International Facilitator	Caracas, Venezuela	The Coordinadora Democratica and the Government of Venezuela with the assistance of the OAS and the Tripartite Commission.
Month 2	Appointment of the	Caracas,	The Coordinadora

	Representatives from the opposition and the government sectors to the "Mesa de negociación y Acuerdos"	Venezuela	Democratiza and the Government of Venezuela
<b>Month 3</b>	Installation of the "Mesa" (took place November 8th, 2002)	Caracas, Venezuela	The Coordinadora Democratiza and the Government of Venezuela with the assistance of the OAS, the Tripartite Commission, and the Conferencia Episcopal Venezolana.
<b>Months 4</b>	Co-definition of the Negotiation process, including an initial round of negotiation to ratify the Declaration of Principles for Peace and Democracy, and determine the rules and procedures that would guide the negotiation.	Caracas, Venezuela	The Coordinadora Democratiza and the Government of Venezuela with the assistance of the OAS and the Tripartite Commission.
<b>Months 5-9</b>	Functioning of the "Mesa", facilitated by the Secretary General of the Organization with the technical support from experts appointed by the Tripartite organizations.	Caracas, Venezuela	The Coordinadora Democratiza and the Government of Venezuela with the assistance of the OAS and the Tripartite Commission.
<b>Months 9-12</b>	Follow-up to the implementation of the agreements	Washington, DC-Caracas, Venezuela	The Tripartite Commission

#### ELECTORAL TECHNICAL ASSISTANCE

<b>Year</b>	<b>Activity</b>	<b>Location (city)</b>	<b>Implementing body</b>
<b>Months 1</b>	Exploratory Mission: Planning of goals, activities and tasks.	Caracas, Venezuela	OAS with cooperation from the EU pending EU confirmation
<b>Month 2</b>	Definition of the Organizational Structure (electoral officials and external consultants involved in the project)	Washington, DC and Caracas, Venezuela	OAS with cooperation from the EU, and with the National Electoral Council

<b>Month 3</b>	Presentation of recommendations on Legal Framework (recommendations to the electoral law)	Caracas, Venezuela	OAS
<b>Month 3-6</b>	Development of required software in case it is needed (the UPD has developed software program models for civil registries, transmission of electoral results, computing of votes, and others that could be adjusted to the needs and characteristics of the Venezuelan electoral system)	Caracas, Venezuela	OAS
<b>Month 3</b>	Recommendations regarding the hardware that the Electoral Organization should acquire or upgrade in order to support this project	Caracas, Venezuela	OAS
<b>Month 6-10</b>	Definition and Implementation of Training and Evaluation Strategies	Washington, DC and Caracas, Venezuela	OAS and the National Electoral Council

## 2. Expected results

### 2.1 Estimated impact on target groups / situation addressed

(a) how the project will improve the situation of the target groups (including women and children)

1) Electoral component. Venezuela has a modernized electoral system, which is efficient, transparent, accessible and secure. The country has a Civil Registry service which is accessible and complete. The number of people not included is significantly reduced, time for registration and certification is short, mechanisms for security is wider, better service for the public. Also the Electoral registry is updated and the country has the software and training needed to keep it updated. The Electoral registry is easier to use, more accessible with the possibility to interact with the Civil Registry' information system. This allows the efficiency and speed required by the electoral services.

Time to know results of election by the population and political organisations has been reduced and is more efficient. In 6 hours after the "cierre de escrutinios" 80% of the results will be available and within 24 hours the completed results.

2) Investigation of April incidents. A Commission of investigation is working after the agreement of the parties. They have published a report about the incidents.

3) Disarmament. The number of arms in the population has been reduced. International supervision has confirmed it.

(b) how the project will impact on the situation it addresses

The celebration of effective and transparent elections will end in a more stable political situation

(c) how the project will improve the managerial and technical capacities of the target groups or the partners (where applicable)

N/A

## 2.2 Sustainability

(a) financial sustainability (*Where relevant, how will the activities be financed after the proposed funding ends?*)

N/A

(b) institutional sustainability (*Will structures allowing the activities to continue be in place at the end of the present project? Will there be local "ownership" of project outcomes?*)

N/A

(c) sustainability at the policy level (*What will be the structural impact of the project – e.g. will it lead to improved legislation, codes of conduct, methods, etc?*)

The first result of the project will be to avert recourse to violence by the conflicting parties in Venezuela by promoting and supporting a peaceful dialogue and a negotiating mechanism. This will also avoid non democratic solutions promoted by the more radical elements in Venezuelan society. As a consequence this project will contribute to strengthening the democratic processes and institutions in the country.

## **ANNEX II**

### **General Conditions applicable to European Community grant agreements with international organisations for external aid**

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## GENERAL AND ADMINISTRATIVE PROVISIONS

### Article 1 – General obligations

- 1(1) The Organisation shall ensure that the Operation is carried out in accordance with the Description of the Operation contained in Annex 1, either alone or in partnership with one or more institutions.

The Organisation may subcontract parts of the Operation (works and services), preferably to local operators.

If implementation of the Operation involves the conclusion of contracts by the Organisation, the contract-award procedures of the Organisation shall apply, provided they are at least as stringent as those set out in Annex IV.

The partners, the subcontractors, the experts and the supplies, the cost of which are financed out of the Community contribution<sup>1</sup>, shall originate in the Community or the country or countries eligible for grants under the programme of which the Operation is part. They may also originate from the country or countries of any other donors, provided such donors accept that their contributions be used to cover costs related to partners, subcontractors, experts or supplies originating from the Community. However, minor acquisitions (supply, services and works) for urgent local requirements may be procured from other sources up to a total volume of 200 000 Euro. Any other departing from the rules of origin set out above is subject to prior written approval from the Commission, which shall deal expeditiously with any request accompanied with proper justification.

The Community recognises no contractual link between itself and the Organisation's partner(s) or between itself and a subcontractor. The Organisation alone shall be accountable to the Commission for the implementation of the Operation. The Organisation undertakes to ensure that the conditions imposed upon him under this Agreement also apply to all partners and subcontractors involved.

- 1(2) The Organisation shall implement the Operation 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.

To that end, the Organisation shall mobilise all the financial, human and material resources required for full implementation of the project, as specified in the Description of the Operation, endeavouring to use local human and material resources.

- 1(3) If any of the Organisation's partners, subcontractors or agents indulges in corrupt practices in connection with this or any other Operation financed by the Commission, the latter may suspend the Operation or terminate the Agreement in accordance with Article 11(3).

### Article 2 – Obligations regarding information and financial and technical reports

- 2(1) The Organisation shall provide the Commission with full information on the implementation of the Operation. To that end, the Organisation shall draw up intermediate reports and a final report. These reports shall consist of a technical part and a financial part. The Commission may request additional information at any time; that information shall be supplied within 30 days of the request.

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<sup>1</sup> Where the grant is financed out of the European Development Fund, mentions of Community financing must be read as referring to European Development Fund financing.

- 2(2) The Organisation shall send the Commission intermediate 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 Operation. The report shall contain a plan of action for the next phase of the Operation's implementation.

- 2(3) The final report shall contain a detailed description of the conditions in which the Operation took place, information on the measures taken to identify the Community as the source of financing and on considerations which could be used to evaluate the Operation's impact, details on the transfers of property mentioned in article 7(3), plus a full summary of the Operation's income and expenditure and payments received.
- 2(4) The reports shall be presented in the same language as the Agreement. They shall be submitted at the following intervals:
- A if payments follow option 1 in Article 15(1): a single and final report shall be forwarded to the Commission within six months of the end of the Operation's duration of execution as defined in Article 2 of the Special Conditions;
  - B if payments follow option 2 in Article 15(1):
    - an intermediate report shall accompany every request for payment;
    - the final report shall be forwarded to the Commission within six months of the end of the Operation's duration of execution as defined in Article 2 of the Special Conditions.
- 2(5) The Special Conditions may stipulate that the Organisation must supply an extra copy of the reports for the Commission Delegation in charge of monitoring the Operation.
- 2(6) If the Organisation fails to supply a final report by the final report deadline laid down in Article 2(4), and fails to furnish an acceptable and sufficient written explanation of the reasons why it is unable to comply with this obligation, the Commission may terminate the Agreement in accordance with the first indent of Article 11(3) and recover the amounts already paid.

Furthermore, where payments follow option 2 in Article 15(1) and the Organisation fails to present an intermediate report and a request for payment by the end of each twelve-month period following the date laid down in Article 2(1) of the Special Conditions, the Organisation shall inform the Commission of the reasons why it is unable to do so, and shall provide a summary of the state of progress of the Operation. If the Organisation fails to comply with this obligation, the Commission may terminate the Agreement in accordance with the first indent of Article 11(3) and recover the amounts already paid.

### **Article 3 - Liability**

- 3(1) The Community 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 Operation is being carried out. The Community cannot therefore accept any claim for compensation or increases in payment in connection with such damage or injury.
- 3(2) 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 while the Operation is being carried out. The Organisation shall discharge the Community 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 precautions necessary to avoid conflicts of interests and shall inform the Commission immediately of any situation giving rise to or likely to give rise to any such conflict.

#### **Article 5 - Confidentiality**

The Commission and the Organisation undertake to preserve the confidentiality of the reports referred to in Article 2 and of any document, information or other material communicated to them in confidence.

#### **Article 6 - Publicity**

- 6(1) Unless the Commission requests otherwise, any notice or publication by the Organisation concerning the Operation, including at a conference or seminar, shall specify that the Operation has received funding from the European Community.

The Organisation shall take all necessary measures to publicise the fact that the Community has financed or co-financed the Operation. To that end, the Organisation shall refer to the Operation and the Community financial contribution in information given to the final recipients of the Operation, in internal and final reports and in any dealings with the media. In addition, the Organisation shall display the European logo (twelve yellow stars on a blue background) in the field at least as prominently as its own logos.

- 6(2) Any publication by the Organisation, in whatever form and by whatever medium, including the Internet, shall carry the following or a similar warning: "This document has been produced with the financial assistance of the European Community [and name of other donors if any]. The views expressed herein are those of [name of Organisation] and can therefore in no way be taken to reflect the official opinion of the European Community [and name of other donors if any]."

#### **Article 7 – Ownership/use of results and equipment**

- 7(1) Ownership, title and industrial and intellectual property rights in the results of the Operation and the reports and other documents relating to it shall vest in the Organisation, as the case may be together with third parties.
- 7(2) Notwithstanding the provisions of the first paragraph, the Organisation shall grant the Commission the right to use freely and as it sees fit all documents deriving from the Operation, whatever their form.
- 7(3) By the end of the implementation period for the Operation, the equipment, vehicles and supplies paid for by the Community grant shall be transferred to any local partners of the Organisation or to the final recipients of the Operation. The final report shall specify in detail to whom they have been transferred, and the documentary proof of those transfers shall be kept for inspection along with the documents mentioned in article 16.3.

#### **Article 8 - Evaluation of the Operation**

- 8(1) If the Commission performs an intermediate or subsequent (ex-post) evaluation, the Organisation shall undertake to provide the Commission or its authorised agents with any document or information likely to help that evaluation to be successfully concluded.



- 8(2) If one party carries out or commissions an evaluation in the context of the Operation, it shall provide the other party with a copy of the evaluation report.

## **Article 9 - Amendment of the Agreement**

- 9(1) Any modification of the Agreement, including the annexes thereto, shall be set out in writing in an amendment.

If the request for an amendment comes from the Organisation, the latter shall submit that request to the Commission one month before the amendment is intended to enter into force, except in cases which are duly substantiated by the Organisation and accepted by the Commission.

- 9(2) Where the amendment does not affect the basic purpose of the Operation and the financial impact is limited to a transfer within a single budget heading, or a transfer between budget headings involving a variation (as the case may be in cumulative terms) of less than 10% of the amount originally entered under a heading for eligible costs, the Organisation may apply the amendment and shall inform the Commission accordingly. This method may not be used to amend headings for administrative costs or the contingency reserve.

Changes of address and changes of bank account may simply be notified. Changes of bank account must be specified in the request for payment, which must conform to the model attached as Annex V.

## **Article 10 – Assignment**

The Agreement and the payments attached to it may not be transferred or assigned to a third party in any manner whatsoever without the prior written consent of the Commission.

## **Article 11 - Termination of the Agreement**

- 11(1) The Organisation may terminate the Agreement at any time by serving two months' written notice. In this event, the Organisation shall be entitled to payment of the grant only for the part of the Operation carried out, although this does not affect the Commission's right in cases of wrongful termination to claim full or partial repayment of amounts already paid out.

- 11(2) In exceptional and duly justified cases, the Commission may decide to terminate the Agreement by serving two months' written notice, without being required to pay compensation. In this event, the Organisation shall be entitled to payment of the grant only for the part of the Operation carried out, and to reimbursement of commitments entered into by the Organisation for the implementation of the Operation, which the Organisation cannot reasonably terminate on legal grounds.

- 11(3) The Commission may terminate the Agreement, without giving notice and without paying compensation of any kind, where the Organisation:

- fails, without justification, to fulfil any of the obligations imposed 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 4 or 10 or falls into the situation described in Article 1(3);
- makes false or incomplete statements to obtain the grant provided for in the Agreement or provides reports that do not reflect reality;
- commits financial irregularities.

In that event the Commission may demand full or partial repayment of the amounts already paid out under the Agreement.

Prior to or instead of terminating the Agreement as provided for in this Article, the Commission may suspend payments as a precautionary measure, without prior notice.

## **Article 12 – Duration of execution of the Operation, extension, suspension and end date**

- 12(1) The Organisation shall inform the Commission without delay of any circumstances likely to hamper or delay the implementation of the Operation. The Organisation may make a duly justified request, no later than one month before the end of the Operation's duration of execution, for the latter to be extended.
- 12(2) The Organisation or the Commission may suspend implementation of all or part of the Operation if circumstances (chiefly *force majeure*) make it too difficult or dangerous to continue. The party suspending shall inform the other without delay and provide all the necessary details. The Commission may terminate the Agreement in accordance with Article 11(2). If the Agreement is not terminated, the Organisation shall endeavour to minimize the duration of the suspension and may resume implementation of the Operation once the conditions are right, with the prior approval of the Commission. The Operation's duration of execution is 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 required to adapt the Operation to new circumstances of implementation.
- 12(3) The Agreement shall come to an end 24 months after the end of the Operation's duration of execution, as defined in Article 2 of the Special Conditions.

The Commission notifies the Organisation of any postponement of the end date.

## **Article 13 – Arbitration**

- 13(1) Any dispute or complaint relating to the interpretation, application or fulfilment of this Agreement, including its existence, validity or termination, which cannot be settled amicably between the parties shall be referred to arbitration in accordance with the optional arbitration regulation of the Permanent Court of Arbitration for International Organisations and States in force at the date of this Agreement.
- 13(2) The Court of Arbitration shall reach its decision in accordance with the terms and conditions of the Agreement in the light of the general legal principles recognised by States.
- 13(3) There shall be one arbitrator.
- 13(4) The language(s) to be employed during arbitration is/are English and/or French.
- 13(5) In the absence of agreement between the two parties, the arbitrator shall be designated by 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.

## FINANCIAL PROVISIONS

### Article 14 - Eligible costs

14(1) To be considered eligible in the context of the Operation, costs must:

- be necessary for carrying out the Operation, be provided for in the Agreement and comply with the principles of sound financial management, in particular value for money and cost-effectiveness;
- have been incurred during the duration of execution of the Operation, as defined in Article 2 of the Special Conditions;
- have actually been incurred, be recorded in the Organisation's or Organisation's partners' accounts, be identifiable and verifiable, and be backed by originals of supporting evidence.

14(2) Subject to the above, the direct costs listed in Appendix A to these General Conditions shall be eligible.

14(3) A fixed percentage of the Organisation's overheads up to the maximum percentage of the amount of eligible direct costs specified in Appendix B to these General Conditions shall be eligible as indirect (overhead) costs.

Indirect costs shall be eligible provided that they do not include costs assigned to another heading of the budget provided for by the Agreement.

Indirect costs shall not be eligible where the Agreement concerns the financing of an Operation conducted by a body which is already receiving a running cost grant from the Commission.

14(4) The following costs shall not be considered eligible:

- provisions for possible future losses or debts;
- interest owed by the Organisation to any third party;
- purchases of land or buildings, except where necessary for the direct implementation of the Operation, in which case ownership shall be transferred to the Organisation's local partners (where applicable) or the final recipients of the Operation once the latter has come to an end;
- currency exchange losses;
- Taxes which the Organisation is able to reclaim.

14(5) Any contributions in kind made by the Organisation and listed separately in Annex III shall not be considered eligible costs for Community financing.

The Organisation shall, however, undertake to make such contributions in accordance with the terms of this Agreement.

### Article 15 - Payment

15(1) Payment procedures are set out in Article 4 of the Special Conditions and follow one of the two options below:

Option 1 : Operations not exceeding 12 months' duration or involving Community financing of less than EUR 100 000

The Commission will make grant payments to the Organisation in the following manner:

- an advance of 80% of the sum referred to in Article 3(2) of the Special Conditions less contingencies within 60 days of receipt by the Commission of the Agreement signed by both parties and a request for payment conforming to the model attached as Annex V;

Where necessary the advance may be increased to a maximum of 95 % of the sum referred to in Article 3(2) of the Special Conditions.

- the balance within 60 days of the authorising department's recording a request for payment, conforming to the model attached as Annex V and accompanied by the final report, subject to approval of that report in accordance with Article 15(2).

Option 2 : Operations exceeding 12 months' duration and involving Community financing of EUR 100 000 or more

The Commission will make grant payments to the Organisation in the following manner:

- an advance of 80% of that part of the forecast budget for the Operation's first 12 months which is being financed by the Community (excluding contingencies), as specified in Article 4 of the Special Conditions, within 60 days of receipt by the Commission of the Agreement signed by both parties and a request for payment conforming to the model attached as Annex V;

Where necessary the advance may be increased to a maximum of 95 % of the sum referred to in Article 3(2) of the Special Conditions.

- intermediate payments of the remainder of the budget for the preceding 12 months of operation plus 80% of that part of the forecast budget for the Operation's next 12 months which is being financed by the Community, within 60 days of the authorising department's recording a request for payment, conforming to the model attached as Annex V and accompanied by an intermediate report, subject to approval of that report in accordance with Article 15(2);

Where necessary the payment may be increased to a maximum of 95 % of that part of the forecast budget for the Operation's next 12 months which is being financed by the Community, except in the final year of the Operation.

- the balance within 60 days of the authorising department's recording a request for final payment, conforming to the model attached as Annex V and accompanied by the final report, subject to approval of that report in accordance with Article 15(2).

Intermediate payments can be made only if the expenditure actually incurred represents at least 70% of the amount of the previous payment, as proven by the relevant intermediate report. The amount of the advance and the intermediate payments cannot exceed 90% of the amount referred to in Article 3(2) of the Special Conditions.

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

- 15(2) The payment deadline of 60 calendar days referred to in Article 15(1) above shall expire on the date on which the Commission's account is debited. Without prejudice to the terms of Article 11(3), the Commission may halt the countdown towards this deadline by notifying the Organisation that the request for payment is inadmissible, either because the amount in question is not due or because the relevant report cannot be approved and the Commission thinks it necessary to conduct further checks. In such cases, the Commission may request clarification, alteration or additional information, which shall be produced within 30 days of the request. The countdown towards the deadline will resume on the date on which a correctly formulated request for payment is recorded.

- 15(3) Payments due from the Commission shall be made into the bank account referred to in the financial identification form in Annex V.
- 15(4) The Commission will make payments in EUR. Where necessary, actual expenditure will be converted into EUR at the rate published by the European Central Bank in the "C" series of the Official Journal on the first working day of the month in which the request for payment is made. In the case of currencies not quoted in the Official Journal, conversion shall be based on the rates published in the Financial Times on the first Tuesday of the month in which the request for payment is made.
- 15(5) Any interest accruing from the advances paid to the Organisation by the Commission shall be considered income for the purposes of Article 17(3). It may be used to cover eligible costs of the Operation; it may not be used to finance the Organisation's indirect (overhead) costs. Interest foregone due to payment made after the deadline mentioned in article 15.2 shall be deducted from the amount of interest accrued. The late payment interest shall apply to the time which elapses between the date of the payment deadline (inclusive), and the date on which the Commission's account is debited (exclusive).

#### **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 Operation using 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. Separate accounts shall be kept for each Operation, and shall detail all income and expenditure. They shall provide precise details of interest accruing on funds paid by the Commission.
- 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(3):
- keep financial accounting documents concerning the activities financed by the Community and,
  - make available to the competent bodies of the Community, upon request, all relevant financial information, including statements of accounts concerning the programme/project, whether they are executed by the organisation or by subcontracting.
- 16(4) In conformity with its Financial Regulation, the Community may undertake, including on the spot, checks related to the operations financed by the Community.

#### **Article 17 – Final amount of Community financing**

- 17(1) The total amount to be paid by the Commission to the Organisation may not exceed the maximum grant 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) If the eligible costs at the end of the Operation are less than the estimated total cost specified in Article 3(1) of the Special Conditions, the Community contribution shall be limited to the amount produced by multiplying the actual expenditure by the percentage laid down in Article 3(2) of the Special Conditions.

- 17(3) The Organisation accepts that the grant can under no circumstances result in a surplus for the Organisation, and shall be limited to the amount required to balance income and expenditure for the Operation.

#### **Article 18 – Repayment of the grant**

- 18(1) In the cases referred to in Articles 11(1) (except wrongful termination), 11(2) and 17, the Organisation undertakes to repay to the Commission within 60 days of receiving a request from the latter any amounts paid in excess of the final amount due.
- 18(2) In the event of wrongful termination of the Agreement by the Organisation, and in the cases specified in Article 11(3), the Commission may request full or partial repayment of amounts paid to the Organisation. The Commission shall determine the manner and the deadline for such full or partial repayment.
- 18(3) Bank charges incurred by the repayment of amounts due to the Commission shall be borne entirely by the Organisation.
- 18(4) Amounts to be repaid to the Commission may be offset against amounts of any kind due to the Organisation. This shall not affect the parties' option to agree on payment in instalments.

Appendix A for UN Agencies parties to the EC-UN Framework Agreement of 9 August 1999  
Standard list of eligible costs

1. Staff

A. Expatriate: monthly lump sum per person. Costs connected with the management and/or training of expatriate staff at the entity's headquarters are not eligible under this heading.

Expenditure covered by the lump sum:

- Remuneration: salaries or emoluments, taxes, social security contributions, briefing, debriefing, overlapping, rest periods and insurance.
- Transport: international return trip to the place of operation, pre and post forwarding, visas, airport taxes, transit costs, travel for briefing and debriefing.
- Stay: accommodation, per diem, food and/or allowances.
- Other: any other type of expenditure linked directly to the expatriate (medical costs, job licence).

B. Local: monthly lump sum per person.

Expenditure covered by the lump sum:

- Remuneration: salaries, taxes, social security contributions, rest periods and insurance.
- Where appropriate: accommodation, food and/or allowances, per diem, training, medical costs, equipment, recruitment costs.

Establishment of lump sum for expatriate and local staff:

- lump sums are established in Euro per month;
- to obtain a fraction of a month: lump sum divided by 30 x number of days;
- staff costs are calculated by month or fraction of a month.

SUPPLIES

2. Food

3. Agricultural inputs and implements

4. Medical

5. Essential relief items

- Direct purchase: unit purchase price;
- Purchases from organisation's stock: price of product plus percentage;
- Purchases via purchasing centre controlled by the organisation: price of product plus percentage.

6. Temporary shelter

7. Water and sanitation

8. Emergency rehabilitation

- Service: price of the service.
- Direct purchase: unit purchase price.
- Purchases from organisation's stock: price of product plus percentage.
- Purchases via purchasing centre controlled by the organisation: price of product plus percentage.

9. Distribution costs

Real costs connected with distribution of products as part of the operation such as: local storage, watch men, day labour for loading and unloading, loading and unloading facilities, palettes, small distribution tools, expenditure incurred in information about distribution towards beneficiaries.

10. Transport

International and/or local transport undertaken by the organisation (with means of transport owned by the organisation, with the exception of air transport).

- Monthly lump sum - composition covers contribution to vehicle depreciation as well as running costs (insurance, maintenance and petrol);
- Lump sum is established in Euro;
- Forwarding costs, handling, customs clearance and other tax formalities : real costs in cases duly justified by the organisation.

Sub-contracted international and/or local transport:

- Price of sub-contracted service including local travel;
- Running costs if not covered in the service price: insurance, maintenance and petrol on the basis of lump sum for two-wheel vehicles, passenger automobiles or 4x4 or, on the basis of real costs, for any other means of transport.

11. Evaluation

Carried out by a member of the organisation:

- Actual expenditure incurred by the organisation, including communication costs, with the exception of salaries, taxes and social contributions.

Carried out by a third person:

- Price of service.

12. External audit

- Price of service.

13. Feasibility studies

Carried out by a member of the organisation:

- Actual expenditure incurred by the organisation, including communication costs, with the exception of salaries, taxes and social contributions.

Carried out by a third person:

- Price of service.

14. Training

Educational material:

- Direct purchase: unit purchase price;
- Purchases from organisation's stock: price of product plus percentage;
- Purchases via purchasing centre controlled by the organisation: price of product plus percentage.

Training services:

- Price of service.

15. Security

- Real costs with the exception of specific training of staff.

16. Other services

Communications equipment:

- Monthly lump sum;



- Composition of lump sum: depreciation or rent of equipment, maintenance and insurance and communications costs.

Establishment of lump sum:

- the lump sum is established in Euro per month,
- to obtain a fraction of a month: lump sum divided by 30 x number of days,
- amount of lump sum: different according to the type of equipment.

#### Local storage

- Real costs;
- Where appropriate: costs of assembling, packaging, labelling and marking.

#### Monitoring

- Price of service.

#### Quantity/quality control

- Price of service.

#### Insurance

- Price of service.

#### Specialised services or expertise

- Price of service.

#### 17. Visibility programme

- Real costs.

18. Other direct costs: expenditures needed to implement the operation not included in the preceding items and provided that they are detailed.

19. A contingency reserve of no more than 5% of eligible direct costs, which can be used only with the prior written (by letter) authorisation of the Commission.

Personnel costs shall be eligible within the amounts set out below:

## Maximum reimbursable amounts for personnel

### 1. Long-term contracts

Category I	Senior specialist (more than 20 years experience):	€ 6 900-11 000/month
Category II	Specialist (between 10 and 20 years experience):	€ 5 500-8 900/month
Category III	Specialist (between 5 and 10 years experience):	€ 4 200-6 900/month
Category IV	Junior (between 3 and 5 years experience):	€ 3 500-4 800/month

These rates cover the expenditure items listed in Appendix A point 1.

### 2. Short-term contracts for experts (feasibility study, ex post evaluation, etc. - of maximum three months duration)

Category I	Senior specialist (more than 20 years experience):	€ 375/day
Category II	Specialist (between 10 and 20 years experience):	€ 325/day
Category III	Specialist (between 5 and 10 years experience):	€ 275/day
Category IV	junior (between 3 and 5 years experience):	€ 250/day

+ daily allowance: UN daily subsistence allowance rates

**Appendix A for other international organisations**  
**Standard list of eligible costs**

- the cost of staff assigned to the Operation, corresponding to actual salaries plus social security charges and other remuneration-related costs; salaries and costs must not exceed those normally borne by the Organisation, and rates must not exceed those generally accepted on the market in question; daily allowances for missions abroad (per diems) shall be those prevailing in the Organisation at the time they are incurred;
- travel and subsistence costs for staff taking part in the Operation, provided they correspond to market rates and do not exceed the rates generally accepted by the Commission (including economy-class air fares);
- purchase costs for equipment (new or used) and services (transport, rent, etc.), provided they correspond to market rates;
- costs of consumables and supplies;
- expenditure on subcontracting or expenditure incurred by the Organisation's partners;
- costs deriving directly from the requirements of the Agreement (dissemination of information, specific evaluation of the Operation, translation, reproduction, insurance, targeted training for those involved in the Operation, etc.) including financial service costs (in particular the cost of transfers);

A contingency reserve of no more than 5% of the total amount of eligible costs may be included in the Budget for the Operation. It can be used only with the prior written (by letter) authorisation of the Commission.

## Appendix B - Calculation of indirect costs

(sliding scale in €)

RANGE OF DIRECT COSTS		Rate %	AMOUNT	Accumulated Amount
Amount A	Amount B			
0	200 000	7.0%	14 000	14 000
200 000	400 000	6.5%	13 000	27 000
400 000	600 000	6.0%	12 000	39 000
600 000	800 000	5.5%	11 000	50 000
800 000	1 000 000	5.0%	10 000	60 000
1 000 000	1 500 000	4.5%	22 500	82 500
1 500 000	2 000 000	4.0%	20 000	102 500
2 000 000	3 000 000	3.0%	30 000	132 500 (max.)

## Annex III. Project Budget

Expenses		Year 1		
	Unit	# of units	Unit rate (in EUR)	Costs (in EUR)
<b>1. Human Resources</b>				
1.1 Salaries (gross amounts, local)				
1.1.1 Technical				
1.1.1.1 Three experts: civil regist and transmit. elect. results)				
1.1.1.2 One expert in disarmament	Per month	30	2666.66	79999.80
1.1.2 Administrative/ support Staff - One Administrative Officer	Per month	12	2000.00	24000.00
1.2 Salaries (gross amounts, expat/international staff)	Per month	10	1000.00	10000.00
1.2.1 Two Experts: Civil regist. and transmit. elect. Results	Per month	20	5000.00	100000.00
1.2.2 One internat. expert in disarmament	Per month	12	5000.00	60000.00
1.2.3 Three international jurists	Per month	9	5000.00	45000.00
1.2.4 One Conflict resolution technical expert	Per month	12	5000.00	60000.00
1.3 Per diems for missions/travel				
1.3.1 Abroad (project staff)				
1.3.1.1 Expert civil reg. & trans. electoral results	Per day	45	235.00	10575.00
1.3.1.2 International expert in disarmament	Per day	12	235.00	2820.00
1.3.1.3 Conflict resolution tech. expert	Per day	9	265.00	2385.00
1.3.1.4 - 30 Seminar/conference participants (3 days X 252)	Per day	90	252.00	22680.00
1.3.1.5 OAS Staff (SG, Chief of Staff and UPD Executive Coordinator	Per day	60	270.00	16200.00
1.3.1.6 One OAS staff - Project Coordinator	Per day	30	235.00	7050.00
1.3.2 Local (project staff)				
1.3.2.1 Local expert Civil Reg and trans. Electoral results	Per day	24	130.00	3120.00
1.3.2.2 Local expert in disarmament	Per day	24	130.00	3120.00
1.3.2.3 Three international jurists	Per day	45	100.00	4500.00
<b>Subtotal Human Resources</b>				<b>451448.80</b>
<b>2. Travel</b>				
2.1 International travel				
2.1.1 Tickets Washington-Caracas for electoral technical experts	Per flight	5	1000.00	5000.00
2.1.2 Tickets Washington-Caracas for SG, Chief of Staff and UPD Exec. Coord.)	Per flight	12	1000.00	12000.00
2.1.3 Tickets Managua - Caracas for disarmament expert	Per flight	6	850.00	5100.00
2.1.4 Tickets Washington-Caracas for OAS staff	Per flight	6	1000.00	6000.00
2.1.5 Tickets Bogota-Caracas for seminar participants	Per flight	6	860.00	5160.00
2.1.6 Tickets Lima-Caracas for seminar participants	Per flight	6	860.00	5160.00
2.1.7 Tickets Quito-Caracas for seminar participants	Per flight	6	860.00	5160.00
2.1.8 Tickets La Paz-Caracas for seminar participants	Per flight	6	860.00	5160.00
2.1.9 Tickets Washington-Caracas for seminar participants	Per flight	6	1000.00	6000.00
2.2 Local transportation (over 200 km)	Per trip	200	90.00	18000.00
<b>Subtotal Travel</b>				<b>77740.00</b>

<b>3. Equipment and supplies**</b>				
3.1 Purchase or rent of vehicles	Per day	60	100.00	6000.00
3.2 Furniture, computer equipment				10000.00
<b>Subtotal Equipment and supplies</b>				<b>16000.00</b>
<b>4. Local office/project costs</b>				
4.1 Vehicle costs (4 vehicles)	Per month	48	1886.00	78888.00
4.2 Office rent	Per month	12	1000.00	12000.00
4.3 Consumables - office supplies				0.00
4.3.1 For Technical Assistance	Per month	10	200.00	2000.00
4.3.2 For Disarmament Assistance	Per month	12	180.00	2160.00
4.3.3 For headquarters - Caracas	Per month	12	600.00	7200.00
4.4 Other services (telifax, electricity/heating, maintenance)				0.00
4.4.1 Cellular phones for Electoral Technical Assistance	Per month	10	200.00	2000.00
4.4.2 Cellular phones for Disarmament	Per month	12	150.00	1800.00
4.4.3 Telifax electricity and maintenance for headquarters in Caracas	Per month	12	600.00	7200.00
<b>Subtotal Local office/project costs</b>				<b>114328.00</b>
<b>5. Other costs, services</b>				
5.1 Publications**	per publication	400	35.00	14000.00
5.2 Studies, research**				
5.3 Auditing costs	per project	1	10000.00	10000.00
5.4 Evaluation costs				
5.5 Translation, interpreters				
5.6 Financial services (bank guarantee costs etc.)				
5.7 Costs of conferences/seminars (Operating, logistical and coordinating expenses)	per seminar	30	1023.00	30690.00
5.8 Broadcasting campaigns (TV, radio and newspapers)	Per campaign	10	1835.20	18352.00
<b>Subtotal Other costs, services</b>				<b>74042.00</b>
<b>TOTAL BUDGET</b>	<b>Unit</b>			<b>728559.80</b>
<b>6. Other Expenses</b>				
<b>Subtotal Other</b>				
<b>7. Subtotal eligible direct project costs (1-6)</b>				<b>728559.80</b>
8. Administrative costs (3.5% for the OAS)				25499.59
<b>9. Total eligible project costs (7 + 8)</b>				<b>754059.39</b>
10. Contingency reserve* (maximum 5 % of 9, total eligible project costs)				37692.61
<b>11. Total costs (9 + 10.) GRAN TOTAL</b>				<b>791752.00</b>

\* Contingency reserve can only be used after written approval of the Commission

								Amount EUR	Percentage of total %
Applicant's financial contribution							191,752.00	24.22%	
Commission contribution sought in this application							600,000.00	75.78%	
Contribution(s) from other European Institutions or EU Member States									
Contributions from other organisations:									
Name	Conditions								
TOTAL CONTRIBUTIONS									
Direct revenue from the project									
OVERALL TOTAL							791,752.00	100%	

**ANNEX IV**  
**CONTRACT-AWARD PROCEDURES**

SERVICES	SUPPLIES	WORKS
<p style="text-align: center;"><math>x \geq 200,000 \text{ €}</math></p> <p>Restricted international tender. 4 to 8 service providers invited.</p>	<p style="text-align: center;"><math>x \geq 150,000 \text{ €}</math></p> <p>Open international tender.</p>	<p style="text-align: center;"><math>x \geq 5,000,000 \text{ €}</math></p> <ol style="list-style-type: none"> <li>Open international tender.</li> <li>Restricted international tender (special case).</li> </ol>
	<p style="text-align: center;"><math>30,000 \text{ €} \leq x &lt; 150,000 \text{ €}</math></p> <p>Open local tender.</p>	<p style="text-align: center;"><math>300,000 \text{ €} \leq x &lt; 5,000,000 \text{ €}</math></p> <p>Open local tender.</p>
<p style="text-align: center;"><math>x &lt; 200,000 \text{ €}</math></p> <ol style="list-style-type: none"> <li>Simplified procedure after consultation with at least 3 service providers.</li> <li><math>x \leq 5,000 \text{ €}</math> : one single offer.</li> </ol>	<p style="text-align: center;"><math>x &lt; 30,000 \text{ €}</math></p> <ol style="list-style-type: none"> <li>Simplified procedure after consultation with at least 3 suppliers.</li> <li><math>x \leq 5,000 \text{ €}</math> : one single offer.</li> </ol>	<p style="text-align: center;"><math>x &lt; 300,000 \text{ €}</math></p> <ol style="list-style-type: none"> <li>Simplified procedure after consultation with at least 3 contractors.</li> <li><math>x \leq 5,000 \text{ €}</math> : one single offer.</li> </ol>



**Request for payment for grant agreement for external aid  
with an international organisation**

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

For the attention of  
The European Commission  
EuropeAid Co-operation Office  
[Financial unit indicated in the Agreement]<sup>1</sup>

Reference number of the grant Agreement: ...

Title of the grant Agreement: ...

Name and address of the Beneficiary: ...

Request for payment number: ...

Period covered by the request for payment: ...

Dear Sir/Madam,

I hereby request payment of the advance/intermediary payment/balance<sup>2</sup> under the Agreement mentioned above.

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

Please find attached the following supporting documents:

- signed Agreement (for the payment of the advance)
- technical and financial intermediate report (for intermediate payment)
- final implementation report (for final payment)<sup>4</sup>

The payment should be made to the following bank account: ...<sup>5</sup>

Yours faithfully,

[ signature ]

---

<sup>1</sup> Please do not forget to address a copy of this letter to the management unit and if appropriate to the Commission delegation mentioned in Article 5.1 of the Special Conditions of the Agreement.

<sup>2</sup> Delete the two options which do not apply.

<sup>3</sup> Delete the option which does not apply.

<sup>4</sup> Delete the items which do not apply.

<sup>5</sup> 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 attached model.

# FINANCIAL IDENTIFICATION ACCOUNT HOLDER

NAME ORGANIZATION OF AMERICAN STATES  
ADDRESS 1609 F STREET NW  
TOWN/CITY WASHINGTON DC POSTCODE 20006  
CONTACT PERSON EMILIO RIVERO  
TELEPHONE 202-458-3032 FAX 202-458-3101  
E-MAIL etiv@oas.org  
VAT NUMBER N/A

## BANK

NAME BANK OF AMERICA  
BRANCH ADDRESS 730 15th STREET NW, 7th FLOOR  
TOWN/CITY WASHINGTON DC POSTCODE 20005  
ACCOUNT NUMBER 002080125354  
(BAN (optional) 054001204)

REMARKS

BANK STAMP - SIGNATURE OF BANK REPRESENTATIVE  
(Both Obligatory)

MetLife Bank, Inc.  
730 15th Street, N.W. 7 Floor  
Washington, D.C. 20005

DATE - SIGNATURE OF ACCOUNT HOLDER  
(Both Obligatory)

## Checklist for Final Reports

The purpose of this checklist is to ensure that all the necessary information has been included.

### **Reports include:**

- ☐ 3 originals of the narrative and financial report
- ☐ The reports are signed by the person responsible for the project.
- ☐ 1 copy of all materials/publications produced within the framework of the project has been submitted
- ☐ A separate Annex V requesting the final payment and including the exact amount to be paid, or a letter indicating the amount to be reimbursed
- ☐ Copies of the reports have been sent to relevant Delegations (where applicable)

### **Narrative report:**

- ☐ The report has been submitted in the right format
- ☐ The report should cover all activities, ever since the starting date of the project, even if these have already figured in previous reports
- ☐ All questions in the final report should have been answered. If beneficiaries of the grant would like to include additional information, this should be done separately
- ☐ Evidence of EU sponsorship is included in the report
- ☐ Partnership assessment sheet is included in the report

### **Financial report:**

- ☐ The report has been submitted in the right format
- ☐ The report covers all costs of the project, ever since the starting date of the project, even if these have already figured in previous reports
- ☐ The amount of the final payment requested by the contractor, or to be reimbursed to the Commission, is correct.
- ☐ The report has integrated all previously approved financial addenda/approved use of contingencies (where applicable)
- ☐ If applicable, evidence is included of the equitable transfer to local partners of ownership of goods/land etc., purchased with the EC grant

### **Audit report:**

- ☐ The report has been submitted.

# European Initiative for Democracy and Human Rights

## FINAL NARRATIVE REPORT

*This report should be a composite of all previous interim reports, plus the information & analysis of the last phase.*

- This report must be completed and signed by the person responsible for the project
- The information provided below must correspond to the financial information that appears in the financial report.
- Please complete the report using a typewriter or computer (you can find this form at the following address ([http://europa.eu.int/comm/europeaid/projects/eidhr/index\\_en.htm](http://europa.eu.int/comm/europeaid/projects/eidhr/index_en.htm))).
- Please expand the paragraphs as necessary.
- Please refer to the Special Conditions to your grant agreement and send one copy of the report to the relevant Delegation (if applicable)
- The European Commission will reject any incomplete or badly completed reports.

1. Name of beneficiary of grant agreement and of legal representative:

2. Name and title of the person responsible for the project:

3. Title of the project:

4. Reference number of the project:

5. Start date of the agreement:

6. End date of the project:

7. Target country(ies) or region:

8. Target beneficiaries &/or target groups<sup>1</sup> (if different) (including numbers of women and men):

9. Country (ies) in which the activities take place:

<sup>1</sup> The target groups are the people who will ultimately benefit from the project activities. The beneficiaries are the people who will participate directly in the project. Many times these will be the same people, but not always. For example, in a programme to raise the awareness of judges and politicians about the rights of indigenous peoples, the beneficiaries of the activities will be the judges and politicians, but the target groups will be the indigenous peoples about whose rights the beneficiaries are being made more aware.

## A. Compliance with the Grant Agreement

1. Has the project been carried out as foreseen in the terms of reference of the agreement? If not, please explain how and why the original proposal was modified, including the dates that any addenda were requested and received.

2. Was the provisional budget of the project respected? If not, please explain any changes that occurred.

## B. Project Objectives

1. Please list all project objectives, and indicate if they were modified.

## C. Project Activities

1. Please list all the activities since the beginning of the project.

Eg: Activity 1:

*Conference at town W with X participants for Y days on Z dates*

Title of the activity:

Topics covered:

Reason for modification for the planned activity (if applicable):

Your assessment of the results of this activity:

2. Please list all materials and publications (and no. of copies) produced during the project (please enclose a copy of each item, even if you have already done so in the past).

Please state how your publications are being distributed and to whom.

3. What problems have arisen and how have these been addressed?

4. Please outline any activities and publications foreseen in the agreement that have not taken place and any other changes to the foreseen activities or timetable, explaining the reasons for these.

### **C. Results, Impact, Multiplier Effect and Evaluation**

1. What results have been achieved during the reporting period (based on the results anticipated in the terms of reference)? Please quantify these results, where possible.

2. What is your assessment of the results of the project? Include observations on the extent to which foreseen goals were met and whether the project has had any unforeseen positive or negative results. (refer to Logframe Indicators).

3. What has been the impact on both the beneficiaries &/or target group (if different) and the situation in the target country or target region which the project addressed?

4. How has the project promoted gender equality?

5. How has the project advanced the rights of children?

6. How and by whom have the activities been monitored/evaluated? Please summarise the results of the feedback received, including from the beneficiaries.

7. What impact has the project had on your organisation (and on your partners, if applicable)?

8. How is your organisation ensuring that the results obtained / the lessons learned from the project, are being made public?

9. The success of the project depended on various assumptions (see Logframe). Have these influenced the results?

10. Describe how the impact of this project will continue after the support from the European Commission has ended. Are there any follow up activities envisaged?

#### **D. Partners and other Co-operation**

**Each partner organisation should write a one-page assessment on its role and co-operation in the project. This is not limited to the questions in this section and can use its own format.**

1. How do you assess the relationship between the formal partners of this project (i.e. those partners which have signed a partnership statement)? Give details about the division of responsibilities, transfer of expertise, and overall co-ordination of the partnership(s).

2. Is the partnership to continue? If so, how? If not, why?

3. How would you assess the relationship between your organisation and state authorities in the project countries? How has this relationship affected the project?

4. If your organisation has received previous EC grants in view of strengthening the same target group, in how far has this project been able to build upon/complement the previous one(s)? (List all previous relevant EC grants).

5. How do you evaluate co-operation with the European Commission services?

#### **E. Other**

1. How was the visibility of the EU contribution ensured in the project?

2. Did the grant help secure new sources of funding for your organisation or your partner, if applicable? Please give details.

3. Please add any further information that would help the Commission to make a balanced assessment of the project.

4. The Commission wishes to publicise the results of projects. Do you have any objection to this report being published on the EIDHR website? If so, please state your objections here.

Name of the person responsible for the project: .....	
Signature: .....	Location: .....

Date report due: .....	Date report sent: .....
------------------------	-------------------------



Name of Contractor :

FINAL FINANCIAL REPORT

Contract nr :

The final report needs to account for all costs incurred since the beginning of the project

Description	Unit	Duration	Real expenditure			In contract			If difference from contract, please
			No of Units used	Rate EUR / Unit used	Total amount spent - EUR	No of Units in contract	Rate EUR / Unit in contract	Total amount in contract EUR	
1. Human resources									
Salaries									
Per diem									
Sub-total human resources									
2. Travel									
International travel									
Local travel									
Sub-total travel									
3. Equipment and supplies									
Sub-total equipment and supplies									
4. Local office / project costs									
Sub-total local office / project costs									
5. Other costs / services									
Sub-total Other costs / services									
6. Real estate and works									

Name of Contractor :

## FINAL FINANCIAL REPORT

Contract nr :

Description	Unit	Duration	No of Units used	Rate EUR / Unit used	Total amount spent - EUR	No of Units in contract	Rate EUR / Unit In contract	Total amount In contract EUR	If difference from contract, please
Sub-total real estate and works									
7. Other									
Sub-total other									
A. Total direct costs									
8. Administration (Maximum X % of A. Total direct costs - see % in contract budget)									
TOTAL PROJECT COSTS (A + 8)									
Unused contingencies									

Source of Funding	Amount in EUR	% of Total costs
European Commission contribution		
Other contributions		
Interests accrued		
Total financial contributions		

Start date of project :

End date of project :

Please attach a list of the exchange rates used (exchange rate, month, year)

Name and signature of the accountant

Date

Name and signature of the person responsible for the contract

Date

## Checklist for Interim Reports

The purpose of this checklist is to ensure that all the necessary information has been included, and that the project is proceeding according to the agreement.

### **Reports include:**

- ☐ 3 originals of the narrative and financial report
- ☐ The reports are signed by the person responsible for the project
- ☐ 1 copy of all materials/publications produced within the framework of the project has been submitted
- ☐ Separate Annex V requesting the next payment and including the exact amount to be paid has been submitted
- ☐ Copies of the reports have been sent to relevant Delegations (where applicable)

### **Narrative report:**

- ☐ The report has been submitted in the right format
- ☐ The report should cover all activities, ever since the starting date of the project, even if these have already figured in previous reports
- ☐ All questions in the interim report should have been answered. If beneficiaries would like to include additional information, this should be done separately
- ☐ Evidence of EU sponsorship is included in the report

### **Financial report:**

- ☐ The report has been submitted in the right format
- ☐ The report covers all costs of the project, ever since the starting date of the project, even if these have already figured in previous reports
- ☐ At least 70% of previous payment has been spent (if this is the second interim report, then 100% of first payment and 70% of following payment). If this is not the case, then the beneficiary can not yet request the next payment.
- ☐ The report integrated all previously approved financial addenda/approved use of contingencies (where applicable)

### **Audit report:**

- ☐ The report has been submitted.

### **Project Implementation**

- ☐ The project activities have been carried out according to the terms of reference
- ☐ Regular evaluation of project activities is being carried out by the project operator
- ☐ The project is on target to achieve its objectives

# European Initiative for Democracy and Human Rights

## INTERIM NARRATIVE REPORT

- This report must be completed and signed by the person responsible for the project.
- The information provided below must correspond to the financial information that appears in the financial report.
- Please complete the report using a typewriter or computer (you can find the form at the following address: ([http://europa.eu.int/comm/europeaid/projects/eidhr/index\\_en.htm](http://europa.eu.int/comm/europeaid/projects/eidhr/index_en.htm)).
- Please expand the paragraphs as necessary.
- **Please refer to the Special Conditions to your agreement and send one copy of the report to the relevant Delegation (if applicable)**
- The European Commission will reject any incomplete or badly completed reports.

1. Name of beneficiary of grant and of legal representative:

2. Name and title of the person responsible for the project:

3. Title of the project:

4. Reference number of the project:

5. Start date of the reporting period :

End date of the reporting period :

6. Target country(ies) or region:

7. Target beneficiaries &/or target groups<sup>1</sup> (if different) (including numbers of men and women):

8. Country (ies) in which the activities take place:

---

<sup>1</sup> The target groups are the people who will ultimately benefit from the project activities. The beneficiaries are the people who will participate directly in the project. Many times these will be the same people, but not always. For example, in a programme to raise the awareness of judges and politicians about the rights of indigenous peoples, the beneficiaries of the activities will be the judges and politicians, but the target groups will be the indigenous peoples about whose rights the beneficiaries are being made more aware.

### A. Compliance with the Grant Agreement

1. Has the project been carried out as foreseen in the terms of reference of the agreement so far? If not, please explain how and why the original proposal has been modified, including the dates that any addenda were requested and approved.

2. Has the provisional budget of the project been respected so far? If not, please explain any changes that have occurred.

### B. Project Objectives

1. Please list all project objectives, and indicate if they remain valid or have been modified.

### C. Project Activities

1. Please list all the activities since the beginning of the project to date. For example:  
Activity 1:

*Conference at town W with W participants for Y days on Z date*

Title of Activity:

Topics covered: A

Reason for modification from planned activity (if applicable)

Assessment of the results of this activity:

2. What problems have arisen and how have these been addressed?

3. Please list all materials and publications (and no. of copies) produced during the project to date and include one copy of each item in the report.

Please state how your publications are being distributed and to whom.

4. Please give a plan of activities for the financial period between this interim report and the next one.

5. Please outline any changes to the foreseen activities or timetable, explaining the reasons for these.

#### **D. Results, Impact, Multiplier effect, and Evaluation**

1. What results have been achieved during the reporting period (based on the results anticipated in the terms of reference)? Please quantify these results, where possible.

2. What is your assessment of the results of the project so far? Include observations on the extent to which foreseen goals are being met and whether the project has had any unforeseen positive or negative results (see Indicators in Logframe).

3. What has been the impact on both the target group and the target country(ies) so far?

4. How and by whom have activities been monitored/evaluated? Please summarise the results of the feedback received, including from the beneficiaries.

5. How is your organisation ensuring that the results obtained / the lessons learned from the project, are being made public?

6. The success of the project depended on various assumptions (see logframe). Have these influenced the results?

#### **E. Partners and other Co-operation**

**Each partner organisation should write a one-page assessment on its role and co-operation in the project so far. The partner(s) are not limited to these questions and can use their own format.**

1. How do you assess the relationship between the formal partners of this project (i.e. those partners which have signed a partnership statement)? Give details about the division of responsibilities, transfer of expertise, and overall co-ordination of the partnership(s).

2. How would you assess the relationship between your organisation and state authorities in the project countries? How has this relationship affected the project?

3. Where applicable, describe your relationship with any other organisations involved in implementing the project, e.g. associated partners or sub-contractors.

4. How do you evaluate co-operation with the European Commission services?

#### **F. Other**

1. How is the visibility of the EU contribution being ensured in the project?

2. Has the grant so far helped secure new sources of funding for the project? Please give details.

3. Please add any further information that would help the Commission to make a balanced assessment of the project to date.

4. Do you have any objection to this report being published on the EIDHR website? If so, please state your objections here.

Name of the person responsible for the project: .....

Signature:

Location:

Date foreseen for report:

Date report submitted:

Name of Contractor :

## INTERIM FINANCIAL REPORT

Contract nr :

The interim report needs to account for all costs incurred since the beginning of the project

Description	Unit	Duration	Real expenditure			In contract for the period covered			Total amount if difference from contract, please
			No of Units used	Rate EUR / Unit used	Total amount spent - EUR	No of Units in contract	Rate EUR / Unit in contract	Total amount In contract EUR	
1. Human resources									
Salaries									
Per diem									
Sub-total human resources									
2.Travel									
International travel									
Local travel									
Sub-total travel									
3. Equipment and supplies									
Sub-total equipment and supplies									
4. Local office / project costs									
Sub-total local office / project costs									
5. Other costs / services									
Sub-total Other costs / services									
6. Real estate and works									





## DELEGATION OF AUTHORITY

AGREEMENT ON THE EUROPEAN COMMISSION (EC) CONTRIBUTION TO THE  
GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES ON  
SUPPORT OF THE PROJECT: "STRENGTHENING OF DEMOCRACY IN VENEZUELA"

I, Luigi R. Einaudi, Assistant Secretary General in charge of the General Secretariat of the Organization of American States, hereby delegate to the Executive Coordinator of the Unit for the Promotion of Democracy of the OAS General Secretariat, Elizabeth Spehar, authority to sign the above-captioned Agreement on behalf of the OAS General Secretariat and in my place.

This delegation of authority expires on June 30, 2003.

  
Luigi R. Einaudi

Date: April 11, 2003