

Acuerdos Bilaterales

Clasificación: 36-2004

Fecha de Ingreso: 1 de abril de 2004

Nombre de Acuerdo: Contribution Agreement

Materia: Asistencia Técnica / Asistencia Financiera

Partes: SG/OEA & The Canadian International Development Agency

Referencia: CIDA

Fecha de Firma: 3/8/1991

Fecha de Inicio: 3/8/1991

Fecha de Terminación:

Lugar de Firma:

Unidad Encargada:

Persona Encargada:

Original:

Claves:

Cierre del proceso:

OEA/SER.D/V.008/91
March 12, 1991
Original: English

Limited Distribution

CONTRIBUTION AGREEMENT BETWEEN THE GS/OAS AND
THE GOVERNMENT OF CANADA

(Signed in Washington, D.C. on March 8, 1991)



THIS CONTRIBUTION AGREEMENT made at Washington, D.C.
this 8th day of March 1991.

BETWEEN: HER MAJESTY THE QUEEN IN RIGHT OF CANADA
herein represented by the Ambassador, Permanent Representative
of Canada to the OAS acting for the Canadian International
Development Agency (hereinafter referred to as «CIDA»);

AND: THE GENERAL SECRETARIAT OF THE ORGANIZATION OF
AMERICAN STATES («GS/OAS»), herein represented by the Secretary
General of the Organization of American States («OAS»).

WHEREAS, the Government of Canada («Canada») is a member of the OAS and
desires to make voluntary contributions, through its agency CIDA, to the
development activities of the OAS.

WHEREAS, under Articles 84 and 86 of the General Standards to Govern the
Operations of the General Secretariat of the OAS ("General Standards"),
GS/OAS, which is the central and permanent organ of the OAS, administers
Special Multilateral Funds "made up mainly of voluntary contributions of the
OAS Member States to finance the programs adopted by the Councils and
approved by the General Assembly;"

WHEREAS, under Articles 84 and 88 of the General Standards, GS/OAS also
administers Funds from Special Contributions that "consist of funds from
special contributions made by the Member States to finance development
cooperation activities;"

WHEREAS, in making voluntary contributions to the Development activities of
the OAS, Canada desires to further the following general objectives: (1)
To build upon present foundations and give priority to projects and
activities for which CIDA has already expressed an interest; (2) To
concentrate the contributions on a limited number of worthy projects or
activities, and to be ready to continue supporting those projects and
activities for as long as appropriate and required; (3) To show preference
for projects or activities which are complementary to CIDA's bilateral
projects and programmes in the region; and (4) To show preference for
projects or activities in technical areas or fields of endeavor in which
Canada has a reputation for excellence.



WHEREAS, in contributing to OAS activities, Canada also seeks to emphasize the following points which Canada considers priorities: (1) The economic and regional integration of the hemisphere in support of economic reform processes within and among the OAS Member States; (2) The democratization of societies; (3) The promotion of human rights; (4) The integration of women into the development process; (5) The preservation and protection of the environment; (6) The development of human resources in the Hemisphere; (7) The development of human resources in GS/OAS.

NOW, THEREFORE, the Parties agree:

ARTICLE I

PURPOSE

1.01 The purpose of this Agreement is to record the understanding between CIDA and GS/OAS concerning CIDA's annual voluntary contributions to the special Multilateral Funds («Pledge Contributions») and special contributions to specific development cooperation activities and projects («Special Contributions»).

ARTICLE II

CONTRIBUTIONS

2.01 Subject to the provisions of this Agreement, CIDA may annually contribute for Funds maintained by GS/OAS a sum in United States dollars equal to an amount of up to five million Canadian dollars (CDN\$5,000,000.00) as Pledge Contributions and Special Contributions to support developmental activities undertaken by the OAS.

2.02 For each year, the exact amount of the Pledge Contribution will be confirmed by an exchange of letters between CIDA and GS/OAS showing their mutual consent («by Letter») as described in Attachment «B», and the Pledge Contribution shall be administered in accordance with pertinent rules and procedures.

2.03 By Letter, CIDA shall specify the amount of each Special Contribution and the projects and activities for which it is to be used. GS/OAS may not modify the terms of the Letter without CIDA's written consent. Payment of the Special Contribution shall be in accordance with the Terms of Payment set forth in Attachment «A».



2.04 By Letter, the Parties may modify each annual Pledge Contribution and Special Contribution hereunder. Each Letter will be added to Attachments «A» or «B» as applicable with reference to year and sequence in the year. All such Letters shall form part of this Agreement.

2.05 The payment of the annual Pledge Contribution is the first draw on total funds available in any given year. Where currency fluctuations result in a reduced availability of funding, Special Contribution will be reduced by an amount sufficient to meet the Pledge Contribution.

2.06 The Special Contributions, including any interest earned thereon, will be used exclusively for the purposes set forth in Attachment «A».

2.07 GS/OAS shall acknowledge receipt of all sums advanced by CIDA as part of the Contributions.

ARTICLE III

RECORDS

3.01 For each Special Contribution from CIDA, GS/OAS shall:

a. Maintain and retain for the period beginning on the effective date of this Agreement and until two (2) years after the effective termination date of the corresponding Letter by which each such Contribution is confirmed, accurate records relating to disbursements and expenditures made against the Contribution, including receipts, cancelled cheques and all shipping and customs documents and other relevant documentation relating to materials, goods and services acquired by GS/OAS with the Contribution or any part thereof and shall furnish semi-annually to CIDA a statement of account on such records and accounts;

b. Cause such accounts and records to be audited and certified by the GS/OAS's Board of External Auditors for each fiscal year that funds shall remain in the Account and shall furnish the reports of such audit by said auditors to CIDA.

ARTICLE IV

ANNOUNCEMENTS AND CEREMONIES

4.01 Where appropriate, GS/OAS will acknowledge Special Contributions from CIDA in any reference made by it with respect to Projects in publications, speeches, press releases or other similar matters.



ARTICLE V

DEVELOPMENTAL THRUST FOR SPECIAL CONTRIBUTIONS

5.01 In allocating Special Contributions from CIDA, GS/OAS shall take into account CIDA's objectives. They are a) to build upon present foundations by giving priority to projects and activities for which CIDA has already expressed an interest; b) to concentrate funding on a limited number of worthy projects and to sustain assistance for those projects for as long as it is required; c) to show preference for projects or activities which are complementary to CIDA's bilateral projects and programmes in the region; d) to show preference for projects or activities in technical areas or fields of endeavor in which Canada has a reputation for excellence.

5.02 In developing projects to be funded by CIDA's Special Contributions, GS/OAS shall take into account the following developmental priorities: a) the economic and regional integration of the hemisphere in support of Member States economic reform processes; b) the democratization of societies; c) the promotion of human rights; d) the integration of women into the development process; e) the preservation and protection of the environment; f) the development of human resources in the Hemisphere; g) the development of human resources in the OAS.

ARTICLE VI

MONITORING OF CIDA'S SPECIAL CONTRIBUTIONS

6.01 GS/OAS shall submit to CIDA reports with respect to the Projects funded by CIDA's Special Contributions in the scope and detail as set forth in Attachment «A», and upon CIDA's request, shall provide elaboration of any such reports.

6.02 The GS/OAS shall provide reasonable access to representatives of CIDA to review the progress of the projects funded by CIDA's Special Contributions. CIDA will keep GS/OAS informed with respect to the results of CIDA reviews.



ARTICLE VII

TERMINATION

7.01 Notwithstanding anything contained in this Agreement, either Party may at any time by notice in writing terminate this Agreement in whole or in part. In the event of termination by CIDA, GS/OAS shall have no claim against Her Majesty by reason of such termination other than payments of expenses actually incurred or irrevocably committed under this Agreement to the date of such termination, less any sums previously paid on account thereof. In the event of termination by GS/OAS, CIDA will have no claim against GS/OAS by reason of such termination other than for repayment of funds already advanced but neither expended nor irrevocably committed as of the date of termination.

7.02 If GS/OAS establishes that by reason of CIDA terminating this Agreement under this Article, exceptional hardship has resulted, then CIDA may in its discretion grant to GS/OAS such expenses as, in the opinion of CIDA, are warranted by the circumstances.

ARTICLE VIII

COMPLIANCE

8.01 CIDA may withhold or cancel any or all payments to be made by CIDA in accordance with Attachment «A» if GS/OAS fails to use the Special Contributions exclusively for the Projects in accordance with the provisions of this Agreement.

ARTICLE IX

BUDGET REVIEW

9.01 If Canada directs CIDA to proceed with a re-examination of its budget for the purpose of affecting changes for specific financial years, this Agreement will be reviewed accordingly.



ARTICLE X

INDEMNIFICATION

10.01 GS/OAS will save CIDA harmless and keep CIDA indemnified from and against all claims, demands, losses, damages, costs and expenses which CIDA may sustain or incur in consequence or arising out of Pledge Contributions of Special Contributions, provided, however that such claims, demands, losses, damages, costs and expenses are not a result of CIDA's failure to comply with its obligations under this Agreement.

ARTICLE XI

NOTICE

11.01 Any notice to CIDA or to GS/OAS with respect to this Agreement shall be effectively given if delivered, sent or transmitted by letter, telegram, telex or facsimile (postage or other charges prepaid) addressed to CIDA or to GS/OAS at its address as given in this Agreement or other address designated in writing.

FOR CIDA

Address: Canadian Mission to the OAS
501 Pennsylvania Avenue N.W.
Washington, D.C. 20001

Attention: Ambassador, Permanent
Representative of Canada to the OAS

FOR GS/OAS

Address: General Secretariat of the
Organization of American States
1889 F. St., N.W.
Washington, D.C. 20006

Attention: Secretary General

11.02 Any notice that is delivered shall be deemed to have been received on delivery; any notice sent by telegram shall be deemed to have been received one working day after being sent; any notice given by letter shall be deemed to have been received eight (8) calendar days after the date of mailing; any notice sent by telex or facsimile shall be deemed to have been received when transmitted.



ARTICLE XII

GENERAL TERMS

12.01 No member of the House of Commons of Canada shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

12.02 Any payment by CIDA under this Agreement is subject to there being an appropriation by the Parliament of Canada for the fiscal year in which the payment is to be made.

12.03 The effective date of this Agreement shall be the most recent of the dates of signature upon which this Agreement is executed by the Parties.

12.04 This Agreement may be amended by an exchange of letters.

12.05 Differences which may arise in the application of the provisions of this Agreement shall be settled by means of negotiations between the Parties or by any other manner mutually agreed upon.

12.06 This Agreement together with Attachments «A» and «B» including duly approved Letters, constitutes the entire Agreement between the Parties with respect to Pledge Contributions and Special Contributions.

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this Agreement.

FOR HER MAJESTY THE QUEEN IN RIGHT OF CANADA

FOR THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES

Ray J. Wilson
Name

Robert M. Sayre
Name Robert M. Sayre
Assistant Secretary for Management

Alternate Representative
Title

Title
March 8, 1991

March 8, 1991
Date

Date



Special Contributions

1.0 Terms and Conditions of the Special Contributions to Projects

- 1.1 After the effective date of this Agreement, CIDA may, subject to Project specific Letters, contribute towards the implementation of specific Projects as they may be identified from time to time jointly by CIDA and the GS/OAS. For future years, CIDA may contribute to Projects as may be necessary for the pursuance and completion of those already in the process of implementation, or for the start of new ones.
- 1.2 All Projects must be consistent with the areas and fields of interest mutually agreed on in this Agreement.
- 1.3 Approval of each individual Project shall be confirmed by Letter. Each Project will be the object of a brief management plan jointly prepared by the GS/OAS and CIDA which will form part of the Letters exchanged.
- 1.4 For the proper management and follow-up of Projects, GS/OAS and Canada shall create a Joint Committee for each Project. The Committee will have the following responsibilities, inter alia:
 - a) To ensure that the implementation of the various elements of the Projects are congruent with the principles stated by CIDA as the basis for its Contribution, and which are expressed in Article V of the Articles of Agreement.
 - b) To receive, examine and give its approval to the reports emanating from individual Projects financed with Special Contributions made by CIDA.
 - c) To receive, accept and ensure appropriate follow-up of any evaluation report made of individual Projects financed with Special Contributions made by CIDA.
- 1.5 GS/OAS will establish in its accounts a Special Fund for each Project to be undertaken under the auspices of this Attachment.



2.0 Method of Payment

- 2.1 Subject to paragraphs 2.2 to 2.7, CIDA shall make advances of not more than five hundred thousand Canadian dollars (CDN \$500,000.00) to GS/OAS to cover costs related to Projects as agreed upon between CIDA and GS/OAS.
- 2.2 Advances shall be made after receipt and approval by CIDA of a formal request for advance covering a period not exceeding three (3) months, clearly indicating the amounts required and including a forecast of estimated costs.
- 2.3 The GS/OAS shall maintain records of all funds received and costs incurred and must submit to CIDA a statement of advances received and funds disbursed at least once every three (3) months. At no time shall there be more than two (2) advances outstanding and these shall not total more than one million Canadian dollars (CDN \$1,000,000.00).
- 2.4 Any overpayment or underpayment will be reconciled by adjustments in the amount of subsequent advances.
- 2.5 Notwithstanding paragraph 2.6, all interest earned from advance payments shall be reported to CIDA and may be considered part of the Special Contributions.
- 2.6 Where an advance payment has been made to the GS/OAS which, in the opinion of CIDA, is no longer required by the GS/OAS for the purposes of the Agreement, GS/OAS shall upon first demand from CIDA, return to CIDA such advance payment or any portion thereof not used by GS/OAS together with any incidental interest earned thereon when such is deemed to be material by CIDA.
- For the purposes of paragraph 2.6, incidental interest earned means the amount of interest earned by GS/OAS on the advance payment made to it when, due to changing circumstances, the advance payment or balance thereof is no longer required to meet immediate cash flow requirements and has been invested by GS/OAS.
- 2.7 All records relating to the payment of advances may be subject to audit in accordance with Article III of the Agreement.



3.0 Final Payment

CIDA will make the final payment up to the balance of the Special Contribution for each Project upon submission of all reports required in this Agreement and in the Management Plan for the said Project and after accounting for the advances. Any part of the Special Contributions remaining undisbursed will be returned, through CIDA, to the Receiver General for Canada.

4.0 Requests for Payment

4.1 All payment requests submitted by the GS/OAS shall be sent to CIDA at the address set out in paragraph 4.2 and shall indicate the following codes:

Agreement:
Supplier:

4.2 All payment requests and other similar documents shall be sent to CIDA at the following address:

South America Regional (BMS)
Americas Branch
CANADIAN INTERNATIONAL DEVELOPMENT AGENCY
200 promenade du Portage, 10th Floor
Hull, Quebec
Canada
K1A 0G4

c.c. Canadian Mission to the OAS
501 Pennsylvania Avenue N.W.
Washington, D.C. 20001

Contribution Agreement
Attachment "B"

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Pledge Contributions

1.0 Terms and Conditions of Pledge Contributions

- 1.1 GS/OAS will administer the moneys provided by CIDA in a manner that is consistent with its own financial management methods and procedures and will make its periodic financial reports on the use of those funds available to CIDA.
- 1.2 The amount of the Pledge Contributions will be confirmed annually in a Letter in accordance with Article II of the Agreement. This Contribution shall be allocated by the OAS as follows:
 - a) 60% to the Special Development Assistance Fund ("SDAF").
 - b) 40% to the Special Multilateral Fund of the Inter-American Council for Science, Education and Culture ("FEMCEIC"), to be reallocated as follows:
 - 70% to the Regular Account;
 - 7% to the Special Account for Culture;
 - 23% to the Mar del Plata Account.

2.0 Method of Payment

- 2.1 After the signature of this Agreement and the Letter setting the Pledge Contribution for the year 1990, CIDA will pay the Pledge Contribution.
- 2.2 For future years, CIDA shall schedule the payment of the Pledge Contribution specified in the Letter by installment payments denominated in U.S. dollars and based on progress in the utilization of funds. The number and payment modalities of installments will be defined in each Letter so as to be in conformity with Canadian Cash Management Policies and Regulations applicable at the time of the Pledge.
- 2.3 All records relating to the payment of CIDA's Pledge Contributions may be subject to audit in accordance with the provisions in Article III of this Agreement.