

Acuerdos Bilaterales

Clasificación: 42-2004

Fecha de Ingreso: 1 de abril de 2004

Nombre de Acuerdo: Activity – Financing Contract

Materia: Asistencia Técnica / Asistencia Financiera

Partes: SG/OEA & United Nations Educational Scientific and Cultural Organization

Referencia: UNESCO

Fecha de Firma: 1/28/2004

Fecha de Inicio:

Fecha de Terminación:

Lugar de Firma:

Unidad Encargada:

Persona Encargada:

Original:

Claves:

Cierre del proceso:

ACTIVITY-FINANCING CONTRACT

THE UNITED NATIONS EDUCATIONAL,
SCIENTIFIC AND CULTURAL ORGANIZATION

(hereinafter called 'UNESCO')
7, Place de Fontenoy, 75352 Paris 07 SP - France

and OAS-General Secretariat of the
Organisation of American States through USDE*
1889 F Street
NW WASHINGTON DC 20006
UNITED STATES

(hereinafter called 'the Contractor')

Identification Number: 302764

VAT Registration Number:

*Unit for Sustainable Development
and Environment

hereby agree as follows:

Article I.

I. OBLIGATIONS OF THE CONTRACTOR

(a) The Contractor shall

Within the framework of the cooperation established between UNESCO's IHP and the Organization of American States (OAS), to joint implement the Internationally Shared Aquifer Resources Management (ISARM) programme on the Americas (UNESCO/OAS ISARM Americas Programme) and other joint initiatives related with transboundary surface and groundwater waters, the contractor shall produce and submit to UNESCO the following documents:

1. Report of the Montevideo ISARM Meeting of the country representatives of the Americas by 31 January 2004.
2. First draft of the report on the compilation and organization of the scientific data on the transboundary aquifers of the Americas by 30 March 2004.
3. List of priority case studies for targeted projects and in the development of conceptual frameworks and models of integrated transboundary aquifer management by 30 June 2004.
4. First draft of the conceptual proposal of the San Pedro Upper basin by 30 June 2004.

In consultation with UNESCO, OAS will select and appoint a Senior Expert who will act as technical-organizational liaison between the UNESCO-IHP and the USDE/OAS.

(b) The Contractor undertakes to publicize the financial support of UNESCO in the following manner:

All documents prepared as results of this joint cooperation will have both UNESCO-IHP and OAS logos.

The financial contribution from UNESCO should be mentioned in all the documents.

2. OBLIGATIONS OF UNESCO AND CONDITIONS THEREOF

- (a) The financial obligations of UNESCO shall be set at the maximum indicated in Article III.2 below.
- (b) The activity to be performed by the Contractor shall be financed by UNESCO, in accordance with its financial regulations and the terms and conditions laid down in this agreement. In particular, the last payment foreseen in this contract will be conditional on submission by the Contractor to UNESCO of an itemized financial statement certified by the Contractor together with any required supporting documentation.

Article II. Duration of contract

- (a) If the contract is not signed by the Contractor and returned to UNESCO by **01/29/2004** at the latest, it will be considered null and void.
- (b) The effective date of the contract is the date of signature by the Contractor and its expiry date is the date UNESCO is satisfied that the activity has been completed by the Contractor or otherwise, at the latest, the deadline corresponding to the final payment indicated in Article III.2 below.
- (c) After expiration of the contract, the Contractor cannot claim payment for an activity or phase of activity not performed on time as stipulated in Article III.2 below.

Article III. Conditions of payments

1. TOTAL FEE AND CURRENCY

UNESCO shall pay the Contractor a financial support as follows **18,000.00** expressed in **United States Dollar USD**.

All payments shall be made in the currency of the contract.

UNESCO shall not make any payments which are due under this contract to anyone other than the contracting party(ies) hereto.

2. INSTALMENTS

The financial support is payable in the following instalments only upon certification by the UNESCO Officer responsible for this contract of satisfactory fulfilment by the Contractor of the conditions corresponding to each payment:

| Payment No. | Upon submission to an approval by UNESCO of the following work | Article I Reference | Latest date for submission | Amount | Currency |
|-------------|--|---------------------|----------------------------|----------|----------|
| 01 | report of Montevideo ISARM meeting | 1. | 30/01/04 | 6,000.00 | USD |
| 02 | 1st draft of the report | 2. | 30/03/04 | 6,000.00 | USD |
| 03 | list priority case + conceptual proposal | 3 & 4. | 30/06/04 | 6,000.00 | USD |

The amount of the advance payment shall not exceed the expenses which the Contractor will need to pay before completion of the task(s) to in Article I above. Last payment (minimum 10% of the contract) shall only be processed after receipt of a financial statement and acceptance of work.

3 REIMBURSEMENT

(a) If the work corresponding to any or all of the above instalment payments is not completed to the satisfaction of UNESCO and/or prior to expiration of the contract, UNESCO shall have the right to reimbursement of full or partial payments made (including the advance payment), to the extent the services already rendered are either unusable or inadequate in relation to the expenses incurred by UNESCO.

(b) Any sums to be reimbursed shall be returned to UNESCO in the currency in which payment was made.

Article IV. Other contractual conditions of services

1. LEGAL STATUS

Neither the Contractor, nor anyone whom the Contractor employs to carry out the work is to be considered as an agent or member of the staff of UNESCO and, except as otherwise provided herein, they shall not be entitled to any privileges, immunities,

compensation or reimbursements, nor are they authorized to commit UNESCO to any expenditure or other obligations.

2. UNESCO EMBLEM, SEAL AND NAME

The Contractor shall not use the name, acronym, or emblem (logo) of UNESCO except with the specific prior authorization in writing of UNESCO.

3. NON-CONCURRENT CONTRACTS

The contractor, in the case of an individual, certifies that he (she) does not hold any other supernumerary, temporary, consultant or fee contract with UNESCO or UNESCO's ancillary services and undertakes for the duration of the current contract not to accept any other such contract.

4. FAMILY TIES

The contractor, in the case of an individual, certifies that he (she) is not the father/mother, son/daughter or brother/sister of a UNESCO staff member, of an employee of the ancillary services or of a person who, at the same time, holds a contract of supernumerary or consultant or a fee contract, or is receiving a fellowship from UNESCO; the contractor also certifies that he (she) is not the spouse of a staff member or of an employee of UNESCO's ancillary services belonging to the sector/bureau/office for which is to conclude the contract.

5. OBLIGATIONS, INDEMNIFICATION AND INSURANCE

(a) The Contractor attests that the performance of the activity does not prejudice the rights of third parties and is not in violation of any applicable law.

(b) Unless otherwise provided herein, the Contractor shall bear all the expenses of carrying out the activity.

(c) The Contractor shall indemnify UNESCO and absolve it of any responsibility for any prejudice, loss or damage sustained as a result of the non-observance of the above-mentioned obligations and for any court action, claim or charge of any kind which may result from a wrongful act or omission perpetrated by the Contractor or by any of its employees in the execution of the contract. The Contractor shall also bear, or reimburse UNESCO for any legal costs and/or other legitimate expenses incurred in connection with any legal action in which the Organization may come to be implicated as the result of an offence committed by the Contractor.

(d) The Contractor undertakes full responsibility for the purchase of any health and medical, accident or other insurance which may be necessary in respect to any loss, injury, damage or illness occurring during the execution of the contract.

6. ARBITRATION

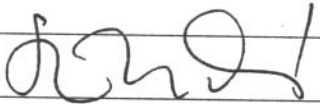
In the event of a dispute, the parties shall make a good faith effort to settle it amicably. In the event an amicable settlement cannot be reached, any dispute arising out of, or relating to the present contract, shall be settled by binding arbitration by a sole arbitrator appointed by mutual agreement, or, failing this, by the President of the International Court of Justice at the request of any party.

Article V. Amendments

This contract may be amended by a letter of amendment specifying all modifications and signed by both UNESCO and the Contractor. If the Contractor wishes to propose amendments, these proposals should be communicated to UNESCO who will prepare the letter of amendment for mutual agreement and signature.

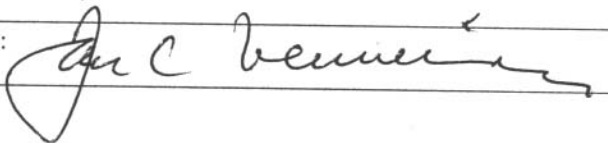
Signed on behalf of the Director-General of UNESCO

Name : A. SZÖLLÖSI-NAGY Date : 01/28/2004

Title : DIRECTOR, SC/HYD Signature : 

Contractor [please sign, return to UNESCO one copy of the contract and retain the original for yourself]:

Name : OAS Date : 01/28/2004

Title : ^{ATN:} Thomas Scott Vaughan
_{for:} DIRECTOR Signature : GS/OAS, Unit for Sustainable Development
and Environment
for the General Secretariat of the OAS



United Nations Educational, Scientific and Cultural Organization

PAYMENT CLAIM

Contract Number:
4500014634

Contractor information

OAS
1889 F Street
NW Washington DC 20006

Contact: a.aureli
UNESCO registration N°: 302764

UNESCO

Att: INVOICE VERIFICATION UNIT
Division of the comptroller (DCO)
7, Place de Fontenoy
75352 Paris 07 SP - France
FAX: +33 (0)1 45 68 57 96

INSTRUCTIONS FOR CLAIMING PARTY

Based on the new administrative and payment processes adopted at UNESCO, the Contractor is obliged to submit official payment claims for **each** payment claimed under a contract. Therefore, the Contractor is kindly asked to complete "invoice details" section with the relevant information. The details to be completed are those listed in the contract under the payment article. For contracts with multiple payments, the Contractor is to copy this form to submit a duly completed document each time a payment is claimed. The payment claim is to be dated and signed and forwarded to the address below. **Please note that no payment will be administered without this document and no payment shall be made to a third party.**

(For consultant contracts 354 or 354B, when travelling please respect Article IV.)

Invoice details

| Payment No. | Work delivered and to be paid (as noted in the contract) | Art. Ref. in contract | Amount | Currency |
|-------------|--|-----------------------|--------|----------|
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| | | | | |

Date of claim: _____

Signature: _____

Contact details to Contractor in case of payment processing problems:

Telephone (incl. country code): _____ E-mail: _____

Fax (incl. country code): _____ Other: _____

RESERVED FOR UNESCO

Purchasing Group: SC/HYD/HPC
PO Validator: DIVDIR SC/HYD

Received (date): _____

Invoice number: _____