

Acuerdos Bilaterales

Clasificación: 50-2006

Fecha de Ingreso: 2 de agosto de 2006

Nombre de Acuerdo: Grant Agreement between the General Secretariat of the Organization of American States and Her Majesty the Queen in Right of Canada for the Project Initial Stage of the Inter-American Network for Labor Administration (RIAL)

Materia:

Partes: SG/OEA & Canadá

Referencia: Canadá

Fecha de Firma: 29 de marzo de 2006

Fecha de Inicio:

Fecha de Terminación:

Lugar de Firma:

Unidad Encargada:

Persona Encargada:

Original:

Claves:

Cierre del proceso:



Organización de los Estados Americanos
Organização dos Estados Americanos
Organisation des États américains
Organization of American States

Date: 7/11/2006
Code: SEDI/DDSE/107

A handwritten signature in dark ink, appearing to be 'J. C. L.', written over the code SEDI/DDSE/107.

To: Louis Ferrand, Legal Advisor to the Secretary General
From: Francisco Pilotti, Officer in charge, Department of Social Development and Employment
Subject: Grant Agreement between the GS/OAS and Canada, represented by the Labour Program of Human Resources and Skills Development Canada

For your records, attached please find the original Grant Agreement signed between the GS/OAS and Canada, represented by the Labour Program of Human Resources and Skills Development Canada. The agreement was signed by this Department on March 29, 2006 after receiving the valuable support from your Office.

GRANT AGREEMENT

between

THE GENERAL SECRETARIAT OF THE
ORGANIZATION OF AMERICAN STATES

and

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

for the

PROJECT INITIAL STAGE OF THE INTER-AMERICAN NETWORK FOR LABOR ADMINISTRATION (RIAL)

This is an agreement between Her Majesty the Queen in Right of Canada (hereafter referred to as "Canada"), herein represented by the Minister of Labour acting through the Labour Program of Human Resources and Skills Development Canada ("HRSDC"), and the General Secretariat of the Organization of American States ("GS/OAS"), through its Department of Social Development and Employment ("DSDE"), (collectively referred to as the "Parties"), with respect to the project *Initial Stage of the Inter-American Network for Labor Cooperation (RIAL)*, (hereafter referred to as the "Project") to which Canada has agreed to provide a grant (hereafter referred to as "Canada's grant" or the "Grant"), in accordance with the terms and conditions below.

1.0 PURPOSE OF THE GRANT

1.1 The GS/OAS shall be responsible for the implementation of the project activities specified in the attached project proposal in Annex 1, which forms part of this Agreement and is incorporated by reference hereto, and will make every possible effort to ensure their timely and full implementation in an effective and efficient manner.

1.2 Canada's grant shall not exceed CDN \$ 66,000.00 and shall be used exclusively for the project activities that have been approved by the Labour Program of HRSDC. The GS/OAS shall not make any substantial changes to the project objectives and activities without the prior written approval of Canada. Canada shall determine what constitutes a substantial change.

1.3 The effective date of this Agreement will be the latest date of signature by the duly authorized representatives of each of the Parties.

1.4 Unless sooner terminated as provided for in Article 7 below, this Agreement will remain in effect until June 30, 2006.

2.0 PUBLIC ACKNOWLEDGEMENT OF CANADA'S GRANT

2.1 The GS/OAS shall use its best efforts to ensure that in any and all communication activities, publications, advertising and press releases referring to the activities related to the

Grant, there is included an appropriate recognition of its Grant, in terms and in a form and manner satisfactory to Canada.

2.2 The GS/OAS shall notify the representative of Canada identified in Article 6.7 in advance of any such communication activities, publications, advertising and press releases.

3.0 PAYMENTS

3.1 Canada shall make the necessary payment transfers by cheque pursuant to the Instalment Schedule in Annex 2, which forms part of this Agreement and is incorporated by reference hereto. The GS/OAS shall provide an official receipt for the funds received.

3.2 Payment of each instalment of the Grant is subject to Canada's verification of the continued eligibility and entitlement of the GS/OAS to the Grant prior to any such payment being made. Verification of the eligibility and entitlement of the GS/OAS may also be undertaken by Canada after payment has been made.

3.3 Any payment by Canada to the GS/OAS under this Agreement is subject to the appropriation of funds by the Parliament of Canada for the fiscal year in which the payment is to be made and to the maintenance of current and forecasted funding allocation levels for the International Trade and Labour Program of HRSDC. In the event that Canada's Treasury Board cancels the program or reduces the level of funding for the program, Canada may terminate the Agreement or reduce the amount of its financial assistance payable under the Agreement in that fiscal year.

4.0 STACKING OF ASSISTANCE

4.1 If between the date of the application of the GS/OAS and the project end date shown on its Grant Application Form, the GS/OAS receives any financial assistance in support of the project that is in addition to the financial assistance disclosed in the Grant Application Form, the GS/OAS shall inform Canada promptly in writing of the additional assistance received.

4.2 Where the GS/OAS receives any additional financial assistance for the project, Canada may, in its discretion, reduce the amount of this Grant by the amount of any additional assistance that the GS/OAS is to receive, or if Canada's grant has already been paid, Canada may require repayment by the GS/OAS of an amount equal to the amount of such additional assistance. Upon receipt of notice to repay under this section, the GS/OAS shall repay the amount as a debt due to Canada.

5.0 AMOUNTS OWING TO THE FEDERAL GOVERNMENT

5.1 Any amounts owing to the federal government which are past due and in default or arrears as of the time of the application for funding may be deducted from, or set-off against, any amounts payable to the GS/OAS under this Agreement.

6.0 ADMINISTRATION, EVALUATION AND REPORTS

- 6.1 The GS/OAS shall administer and account for this Grant in accordance with its financial regulations and rules and other applicable GS/OAS rules and procedures. It shall keep a separate account, expressed in U.S. dollars, for the project, to which it shall charge all related expenditures. Related income and expenditures in other currencies shall be converted into U.S. dollars at the United Nations operational rate of exchange on the date of each transaction.
- 6.2 The GS/OAS shall undertake a records management strategy in respect of the project activities of the Agreement, including maintaining a database of project information that shall include contacts (project participants and others), activities, activity outputs, activity outcomes or expected outcomes. The GS/OAS shall preserve all books and records from the Grant and keep them available for audit and inspection by Canada for a period of five (5) years following the expiry or termination of the funding period. Should Canada require that an audit be carried out, the costs of the auditor will be borne by Canada.
- 6.3 The GS/OAS shall protect itself from and against all claims for or involving bodily injury (including personal injury), death or property damage that might arise from anything done or omitted by the GS/OAS or by any person acting in any capacity for it or on its behalf pursuant to this Agreement. GS/OAS shall arrange and maintain comprehensive general liability insurance coverage in respect of occurrences taking place at any time during the project period.
- 6.4 Evaluations carried out by the GS/OAS shall be undertaken in accordance with GS/OAS procedures. The GS/OAS will endeavour to ensure that all evaluations are done with the knowledge, consent, and participation of both parties to the Agreement.
- 6.5 HRSDC may, at its discretion, carry out an evaluation of the effectiveness and efficiency of the activities related to the Grant. The GS/OAS shall cooperate with Canada in the conduct of any such evaluation.
- 6.6 Within six months of the project end date, the GS/OAS will provide the Labour Program with a results oriented report indicating how Canada's contribution has helped meet the project objectives and what results were achieved. Final financial reports will be provided within six months after the end of the financial period in which the GS/OAS has made the last disbursement of funds for this Project. The final financial report will include a declaration of all other sources of funding with their corresponding amounts for the Project.
- 6.7 The representative of the GS/OAS designated to receive and give written notice under this Agreement is:

Name: Mr. Francisco Pilotti
Title: Director, Department of Social Development and Employment
Address: OAS General Secretariat Building
1889 F Street, N.W. GSB-750
Washington, D.C. 20006
United States of America

Tel: (202) 458-3233
Fax: (202) 458-3149
E-mail: fpilotti@oas.org

6.8 The representative of Canada designated to receive and give written notice under this Agreement is:

Name: Mr. Pierre Bouchard
Title: Director, Office for Inter-American Labour Cooperation, Labour Program
Address: Human Resources and Skills Development Canada
165, rue Hotel de Ville
Phase II, Place du Portage
Hull, Québec, K1A 0J2

Tel: (819) 953-0063
Fax: (819) 953-8494
E-mail: pierre.p.bouchard@hrsdc-rhdcc.gc.ca

7.0 AMENDMENT, TERMINATION AND DISPUTE RESOLUTION

- 7.1. The Parties may, by their written mutual consent, amend any of the provisions in this Agreement.
- 7.2. Canada may, upon written notice, terminate this Agreement at any time if the recipient:
- (a) Is in breach of any of its obligations under this Agreement;
 - (b) Provides any materially false or misleading information to Canada pursuant to the Agreement; or
 - (c) Made any materially false or misleading representation or declaration or provided any materially false or misleading information to Canada in support of its application for financial assistance.
- 7.3. Notwithstanding anything to the contrary, this Agreement may be terminated by mutual consent or by Canada upon 30 days notice in writing to the GS/OAS.
- 7.4. Upon expiry or termination of this Agreement, the GS/OAS shall repay to Canada, upon written notice to this effect, any unspent amount of the grant not within the terms of 7.5 and/or any amount by which the grant paid to the GS/OAS together with any interest earned thereon, exceeds the amount to which the GS/OAS is entitled under the Agreement. Such amount is debt due to Canada.
- 7.5. The obligations assumed by the Parties under this Agreement shall survive its termination to the extent necessary to permit the orderly conclusion of activities, the withdrawal of funds and property, the settlement of accounts between the Parties and the settlement or termination of contractual liabilities.

- 7.6 In addition, if, upon verification of the GS/OAS's continuing eligibility or entitlement to the Grant it is determined that the GS/OAS ceased to be eligible or was not entitled to all or a portion of the Grant received, the GS/OAS shall repay the amount in respect of which it was not eligible or entitled.
- 7.7 Any amount owing under section 7.4, 7.5 or 7.6 is a debt due to Canada and recoverable as such. Interest shall be charged on overdue repayments in accordance with the Interest and Administrative Charges Regulations made pursuant to Canada's Financial Administration Act.
- 7.8 The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of or relating to this Agreement, or the interpretation thereof.
- 7.9 Nothing in this Agreement constitutes a waiver, express or implied, by either Party and their personnel of their respective privileges and immunities under international law, the OAS Charter, the laws of Canada, or the laws of the United States of America.

8.0 CONFLICT OF INTEREST

- 8.1 No individual, for whom the post-employment provisions of the *Conflict of Interest Post-Employment Code for Public Office Holders* or the *Values and Ethics Code for the Public Service* apply, shall derive any direct benefit from this grant unless that individual is in compliance with the applicable post-employment provisions.
- 8.2 No Member of the House of Commons shall be admitted to any share of or part of this Agreement or to any benefit to arise therefrom.

9.0 NON-ASSIGNMENT OF AGREEMENT

- 9.1 The GS/OAS shall not assign this Agreement or any part thereof without the prior written consent of Canada.




10.0 ACCESS TO INFORMATION

- 10.1 Subject to the *Access to Information Act*, R.S.C. 1985, c. A-1, information pertaining to the grant provided under this Agreement is publicly accessible and may be disclosed to third parties upon request under this Act.
- 10.2 This Agreement, together with its annexed proposal and grant application, which form an integral part hereof, constitute the entire Agreement between Canada and the GS/OAS with respect to the project described herein.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have executed this Agreement in duplicate originals on the date and at the place indicated below:

FOR HER MAJESTY

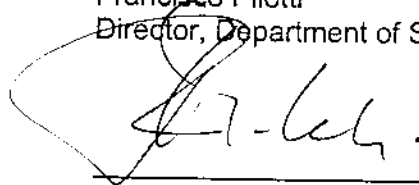
Pierre Bouchard
Office for Inter-American Labour Cooperation
Labour Program, HRSDC
for the Minister of Labour


Signature

GATINEAU, MARCH 29, 2006
Date & Location

FOR THE GS/OAS

Francisco Pilotti
Director, Department of Social Development and Employment


Signature

WASHINGTON, MARCH 29, 2006
Date & Location

Annex 1 – Proposal

PROPOSAL FOR THE PROJECT: INITIAL STAGE OF THE INTER-AMERICAN NETWORK FOR LABOR ADMINISTRATION (RIAL)


Section I: Applicant

A - Applicant's Background, Mandate, and Expertise

The Organization of American States (OAS) brings together the countries of the Western Hemisphere to strengthen cooperation and advance common interests. It is the region's premier forum for multilateral dialogue and concerted action. In the area of Labor the General Secretariat of the OAS (GS/OAS), through its Department of Social Development and Employment, serves as the Technical Secretariat of the Inter-American Conference of Ministers of Labor (IACML). In that capacity it coordinates and organizes conferences and meetings, gives technical support for the compliance of Ministerial Plans of Action, develops a horizontal cooperation strategy among the Ministries of Labor of the Hemisphere and supports inter-agency cooperation.

The GS/OAS has been the Technical Secretariat of the IACML since 1963, when the first conference was held.

B - Past Projects with HRSD/Labour Branch and their Achievements



HRSD and the GS/OAS signed an agreement to support the participation of smaller economies in the third preparatory meeting of the XIV IACML, through that agreement HRSD contributed \$35,750. The achievement of that agreement was the participation of representatives of Jamaica, Bahamas, Trinidad & Tobago, St. Kitts & Nevis, Grenada, El Salvador, Honduras, Nicaragua, Panama, Guatemala, Bolivia, Ecuador, Peru and Uruguay in such meeting. Since there was an outstanding balance on the agreement, the SG/OAS and HRSD signed an amendment allowing for it to be used in funding the participation (ticket and per diem) of smaller economies in future activities of the IACML, to be approved by HRSD.

Additionally, HRSD hosted the XII IACML in September 2001 and has been very active in the activities of the Conference. The relationship between HRSD and GS/OAS in support of the Conference activities and priorities has been very productive and strong.

Section II: Proposal

C - Proposed Project/Activity and its Objectives

Description of the project: Implementation of the Inter-American Network for Labor Administration (RIAL, for its acronym in Spanish), which is an initiative originating from the Inter-American Conference of Ministers of Labor (IACML). The Plan of Action of Mexico, approved during the XIV IACML in September, 2005 specifies, as one of the activities of the Conference, to continue working towards the creation of the RIAL and requests the Technical Secretariat (GS/OAS) to explore funding sources. The RIAL will be administered by the GS/OAS as Technical Secretariat of the IACML.


This project will focus on the first activity of the RIAL: A workshop on Occupational Health and Safety for all the members of the IACML, to take place in El Salvador on May, 2006. This workshop will be coordinated by the OAS, Fundaceresso, the Ministry of Labor of El Salvador and the Pan-American Health Organization. It will be followed by the Fundaceresso Regional Meeting, which will also be covered through this project.

This project is an initial step in the development of the RIAL. In the future, the RIAL will promote the undertaking of multiple workshops and activities for capacity-building of the Ministries of Labor.

Background: The proposal from the RIAL has its origins in the Mechanism for Professional Labor Administration proposed by HRSD during the XIII IACML in 2003. After a feasibility study was undertaken by experts, as mandated in the Plan of Action of the XIII IACML, the ILO and the OAS presented a joint proposal for RIAL at the Preparatory meeting of the XIV IACML in July, 2005.

Objective of the project: To strengthen the institutional capacity of the Ministries of Labor to respond to common challenges in the region, through horizontal cooperation and technical assistance.

General objectives:

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- 1) Identify and systematically organize the collective experience and knowledge of the hemisphere's Ministries of Labor.
 - 2) Process information on programs and projects of cooperation and technical assistance in an orderly manner, with objective criteria.
 - 3) Encourage the countries to exchange information on programs carried out and successful experiences, through activities of horizontal cooperation that focus on the critical transfer of experiences and lessons learned.
 - 4) Advise, support, and provide channels of communication among the Ministries of Labor and with international organizations, financing agencies and social actors.
 - 5) Strengthen coordination and cooperation with international organizations and cooperation agencies, particularly with the ILO.

D - Proposed Activities or Sub-Activities and Timelines

The project has three main activities that will be carried out between February and June, 2006. The RIAL itself has additional activities that exceed this specific project but that can be explored for future funding.

Activity 1: Identification of policies, programs, and projects

Two types of information on policies, programs, and projects will be identified:

- (a) Cooperation and technical assistance policies, programs, and projects in various areas;


- (b) Programs of the Ministries of Labor that they wish to offer for horizontal cooperation.

Timeline: Information on these programs and projects will be updated continuously and Ministries of Labor in the region will be periodically asked to submit programs they wish to share, and choose those they would like to know in detail.

The GS/OAS will hire a full time consultant for a period of 3 months to support this activity, who will work under the coordination of the Technical Secretariat of the IACML.

Activity 2: Organization and processing of information

Organizing and processing of programs and relevant information facilitates an orderly and user-friendly system for finding appropriate programs or strategies that have been created to address some specific challenge. This process involves two information-processing tools:

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- (a) The Table of technical assistance and cooperation policies, programs and projects in the labor administration area in the Americas, developed by the ILO and managed jointly by the GS/OAS and the ILO.
- (b) The Portfolio of Consolidated Programs of the OAS is a compendium of programs or strategies chosen by the Ministries of Labor, with the determination and commitment to offer them for cooperation activities. This portfolio is not an exhaustive list of programs, but a selection of those that can be transferred to other contexts and regions.

Timeline: The organization and processing of information will be an ongoing process, undertaken by the GS/OAS.

Activity 3: Workshop on Occupational Health and Safety (OHS) and Fundaceresso Regional Meeting.

The core activity of the RIAL is the implementation of workshops, missions and seminars where Ministries of Labor, international agencies, social partners, financing agencies, can get together to exchange information and analyze specific issues.

The first workshop under the RIAL will be a Workshop on OHS, that will take place in El Salvador in May 16 and 17, 2006. The IACML has identified OHS to be a key issue of concern and action, therefore this workshop will serve to exchange experiences among the Ministries of Labor of the region in this matter and to promote the critical transfer of successful experiences to other countries and regions. The workshop will follow-up on some commitments made in the field of OHS in a previous OHS workshop (April, 2004), will analyze the particular experience of Fundaceresso of El Salvador and will provide recommendation for future work.

Jointly with the OHS Workshop, this project will also cover the Regional Meeting of Fundaceresso, which will take place immediately following the Workshop on May 18 and 19, 2006. These two activities are closely related in terms of topics and participants.

The OAS will work closely with Fundacersso, PAHO and the Ministry of Labor of El Salvador in the planning and organization of these meetings, but it is understood that the logistical work, travel arrangements and local coordination of the events will be undertaken primarily by Fundacersso.

TIMELINE

ACTIVITY	2006				
	Feb	March	April	May	June
1. Identification of policies, programs and projects					
2. Organization and processing of information					
3. OHS Workshop and Fundacersso Regional Meeting					
3a. Organization and planning					
3b. Event					
3c. Closing of project					

The GS/OAS will hire a full time consultant for a period of 3 months and a part-time consultant for 1 month to support the activities of this project, who will work under the coordination of the Technical Secretariat of the IACML.

Duties of Full time consultant for 3 months:

- Assist with the logistics of the OHS Workshop, including money transfers from OAS to Fundacersso, elaborating financial reports, etc.
- Update the Permanent Portfolio of Consolidated Programs, which implies: consulting the Ministries of Labor that have not yet posted programs in the Portfolio to encourage them to send information; and verifying with the other Ministries of Labor if information is accurate and if they want to change, add or eliminate programs.
- Review the USDOL-ILO Project Table of technical assistance and cooperation policies, programs and projects, and provide recommendations to transfer that information to the OAS website.
- Identify new programs that could be incorporated in the Portfolio from various sources, including international reports, websites, and presentations provided by Ministries of Labor in international meetings, including the IACML Working Groups meeting in April, 2006.

Duties of Part time consultant for 1 month:

- Update the Portfolio of Consolidated Programs with new programs and make corrections.
- Update information of the OHS Workshop in the website of the Technical Secretariat of the IACML.

E - Expected Results

In general terms, the Inter-American Network for Labor Administration will support capacity-building and professionalization of the Ministries of Labor of the Hemisphere, through horizontal cooperation and technical assistance.

Regarding specifically to the OHS Workshop and Fundacersso Regional Meeting, the expected results are to deepen the cooperation among Ministries of Labor, social actors and international organization related to OHS, share regional experiences in this field and promote the critical transfer of consolidated programs (such as Fundacersso) to other countries and subregions.

Section III: Management

F - Record Management Strategy

The GS/OAS will use its contact lists and networks to manage this project. It will keep a record of the activities undertaken and of the communications maintained with participating countries.

G - Methods that will be Used to Measure the Project's/Activity's Success

Activity 1: Identification of policies, programs, and projects:

- Number of policies, programs and policies identified.
- Number of responses received from Ministries of Labor and time of response.

Activity 2: Organization and processing of information

- Timeframe between updates of the Permanent Portfolio of Consolidated Programs and of the table of technical assistance and cooperation projects.
- Usage of these tools by Ministries of Labor, social partners, international organizations and financial agencies.

Activity 3: OHS Workshop and Fundacersso Regional Meeting

- Number of participants.
- Countries and sub-regions represented.
- Involvement of international organizations and financial agencies.
- Participation of social partners.

The OAS will submit a Final Report to HRSDC including the indicators mentioned above. The Report will incorporate the results of the OHS Workshop and of the work undertaken by consultants under the supervision and guidance of the OAS.

Regarding the evaluation of the OHS Workshop, the OAS could send a questionnaire to participants, provided that it is elaborated jointly with the other coordinators of this workshop: HRSDC, the Ministry of Labor of El Salvador and PAHO.

PROJECT BUDGET

(Shows only budget requested from HRSDC – In Canadian Dollars)

Activity	Unit Cost	No. of people	No. of days	Total Cost
OHS Workshop				
Participation of smaller economies (16 countries and 6 speakers)				
- Airfare for 5 participants from Central America	460.00	5		2,300.00
- Airfare for 8 participants from the Caribbean	920.00	8		7,360.00
- Airfare for 3 participants from South America (to be covered by previous Grant)*	920.00	3		2,760.00
- Airfare for 6 speakers*	700.00	6		4,200.00
- Airfare for participants to be covered by previous Grant (**)				(14,600.00)
- Hotel for 3 days for 22 participants (includes taxes and service charge)	115.00	22	3	7,590.00
- Dinner for 3 days for 22 participants (includes taxes and service charge)	25.00	22	3	1,650.00
- Transportation airport-hotel-airport	350.00			350.00
Logistic and operation expenses				
- Simultaneous interpretation for 2 days	700.00		2	1,400.00
- Materials (Binders, copies, pencil)	30.00	60		1,800.00
- Lunch and Coffee Breaks for 60 participants	30.00	60	2	3,600.00
- Support for coordination and logistics	2,500.00		1	2,500.00
SUBTOTAL				\$ 20,910.00
FUNDACERSSO Regional Meeting				
- Airfare for 20 participants	575.00	20		11,500.00
- Hotel for 4 days for 20 participants (includes taxes and service charge)	115.00	20	4	9,200.00
- Lunch, dinner and coffee breaks (includes taxes and service charge)	52.00	33	4	6,864.00
- Transportation airport-hotel-airport	450.00	1		450.00
- Terminal expenses (taxes in route and taxis)	115.00	20	1	2,300.00
- Materials (Binders, copies, pencil)	45.00	33		1,485.00
SUBTOTAL				\$ 31,799.00
OVERHEAD AND WAGES:				
Full-time consultant for 3 months	3,000.00			9,000.00
Part-time consultant for 1 month	1,500.00			1,500.00
Overhead (5%)				2,635.45
SUBTOTAL				\$ 13,135.45
TOTAL				\$ 65,844.45

(**) A portion of the total airfare expenses for the 22 participants will be covered by remaining funds from a previous Canadian Grant that total Can\$14,600.

Note: This budget was elaborated jointly with Fundacersso