

Acuerdos Bilaterales

Clasificación: 55-2005

Fecha de Ingreso: 20 de junio de 2005

Nombre de Acuerdo: Contribution Agreement between Her Majesty the Queen in Right of Canada and the General Secretariat of the Organization of American States (GS/OAS) for the Project "Strengthening the 2005 Summit of the Americas Process".

Materia: Proceso de Cumbres

Partes: SG/OEA & Her Majesty the Queen in Right of Canada

Referencia: CANADA

Fecha de Firma: 4 de mayo de 2005

Fecha de Inicio: 4 de mayo de 2005

Fecha de Terminación: 1 de julio de 2006

Lugar de Firma:

Unidad Encargada: Oficina de Cumbres

Persona Encargada: Jorge Sanín

Original:

Claves:

Cierre del proceso:

CONTRIBUTION ARRANGEMENT

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

AND

**THE GENERAL SECRETARIAT OF THE ORGANIZATION OF
AMERICAN STATES (GS/OAS)**

FOR THE PROJECT

**"STRENGTHENING THE 2005 SUMMIT OF THE AMERICAS
PROCESS"**

CONTRIBUTION ARRANGEMENT MADE THIS DAY OF 2005
BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA
herein represented by the Minister for International Cooperation acting through
the Canadian International Development Agency
(hereinafter referred to as **CIDA**);

AND

**THE GENERAL SECRETARIAT OF THE ORGANIZATION OF
AMERICAN STATES**
1889 F Street N.W.
Washington, D.C. 2006
U.S.A.
(hereinafter referred to as the "**Organization**" or "**GS/OAS**")

WHEREAS the Government of Canada through CIDA manages a development cooperation
program whose objective is to provide assistance to developing countries, including those in the
Latin American and Caribbean regions;

WHEREAS the GS/OAS wishes to undertake a project to strengthen the capacity of the
GS/OAS Summits of the Americas Secretariat in carrying out its mandate;

WHEREAS CIDA wishes to make a contribution to the GS/OAS for the above-mentioned
project, and to define the end use of the Contribution and the terms and conditions for its use;

THEREFORE, CIDA and the GS/OAS have agreed to the following.

ARTICLE 1. The Project

- 1.1 CIDA will make available to the GS/OAS funding for the Strengthening the 2005 Summit
of the Americas Process (the Project) which will be implemented by the GS/OAS for the
benefit of countries in Latin America and the Caribbean.
- 1.2 The project is more specifically defined in **ANNEX A** (Project Description) and is subject
to the provisions of **ANNEX B** (Terms of Payment), **ANNEX C** (Reporting) and
ANNEX D (Budgetary Estimates).
- 1.3 Project modification is subject to prior written agreement between CIDA and the
GS/OAS.

ARTICLE 2. The Contribution

- 2.1 Subject to the provisions of these Articles of Arrangement and of **ANNEX A**, **ANNEX B**, **ANNEX C** and **ANNEX D**, CIDA will make available to the GS/OAS a contribution (the Contribution) for the funding of the Project in an amount of up to one hundred thousand Canadian dollars (\$CAN 100,000.00).
- 2.2 Payments by CIDA under this Contribution Arrangement will be made to the GS/OAS through bank transfers in accordance with the terms and conditions set forth in this Arrangement. The GS/OAS will establish a specific budgetary account for the Project with the funds received from CIDA. The GS/OAS will use and account for the funds in accordance with the terms and conditions specified in this Contribution Arrangement.
- 2.3 Where an advance payment by CIDA has been made to the GS/OAS, the GS/OAS will report in the final descriptive and financial report referred to in **ANNEX C** (Reporting) any interest earned as being part of the CIDA Contribution. Any such interest earned will be deposited and used by the GS/OAS in accordance with its procedures.
- 2.4 The Contribution, including any interest earned thereon, will be used by the GS/OAS exclusively for the purposes of the Project, under the conditions set forth in **ANNEX A** (Project Description) and **ANNEX D** (Budgetary Estimates).
- 2.5 Upon termination of this Contribution Arrangement, any unused amounts already paid by CIDA to the GS/OAS in respect of the Project will be returned by cheque payable to the Receiver General of Canada through CIDA with the Final Reporting under **ANNEX C**.

ARTICLE 3. Administration of the Contribution

- 3.1 The GS/OAS will exercise the same care in the discharge of its function under this Arrangement as it exercises with respect to the administration and management of its own affairs, and will have no further responsibility to CIDA in respect thereof except insofar as is specifically provided for under these Articles of Arrangement as well as under **ANNEX A**, **ANNEX B**, **ANNEX C** and **ANNEX D**.

ARTICLE 4. Records and Auditing

- 4.1 The GS/OAS will maintain separate records and accounts in its internal books of accounting in respect of the payments made by CIDA under this Arrangement, and the disbursements thereof. Internal financial and other documents will also provide a detailed financial accounting of all transactions pertaining to the Project's receipts and expenditures. These will constitute the financial information required to prepare and submit to CIDA the financial reports provided for in **ANNEX C** as well as the basis for auditing.

*Articles of Arrangement***ARTICLE 7. Consultation, Information and Evaluation**

- 7.1 CIDA, the GS/OAS and the Canadian Permanent Mission to the OAS will cooperate on exchange of information concerning proposed and completed activities under the Project, particularly as provided for in **ANNEX A** and in **ANNEX C**. The GS/OAS will promptly inform CIDA of any event which, in the opinion of the GS/OAS, interferes or threatens to interfere with the successful implementation of the Project.
- 7.2 The GS/OAS will permit or cause to be permitted for any authorized representative of CIDA reasonable access to the site(s) of the Project to witness its purpose and progress. CIDA will keep the GS/OAS informed with respect to the results of such visits.
- 7.3 Upon request by CIDA, the GS/OAS will endeavour to facilitate dissemination of information related to activities which benefit from the Project under this Arrangement.

ARTICLE 8. Termination and Suspension

- 8.1 CIDA may, by written notice to the GS/OAS, terminate all or part of this Arrangement or suspend the performance of all or part of this Arrangement. The termination or suspension will take effect on the date stipulated in the notice from CIDA.
- 8.2 As a result of termination or suspension, the GS/OAS will have no claim against CIDA other than the reimbursement of allowable expenses actually committed by the GS/OAS until the termination or suspension, less the sums already paid in this regard, provided the said expenses were incurred solely to implement the Project, and the Project was implemented according to the terms and conditions specified in this Contribution Arrangement.

ARTICLE 9. Compliance

- 9.1 CIDA may withhold or cancel any or all payments to be made by CIDA in accordance with **ANNEX A** and **ANNEX B** if the GS/OAS fails to use such funds exclusively for the purposes of the project and in accordance with the provisions of this Arrangement.

ARTICLE 10. Budget Review and Appropriation by Canada

- 10.1 In the event that the Government of Canada directs CIDA to proceed with a re-examination of its budget for the purpose of effecting reductions for specific financial years, CIDA and the GS/OAS will consult with each other with a view to amending this Arrangement accordingly.
- 10.2 Any payment by CIDA under this Arrangement is subject to there being an appropriation by the Parliament of Canada for the fiscal year in which the payment is to be made.

Articles of Arrangement

- 4.2 The GS/OAS will maintain and retain, commencing on the effective date of this Arrangement until three (3) years after its termination, accurate records relating to the Project and related expenditures including receipts, cashed or cancelled cheques and all shipping and customs documents and other documentation relating to materials and services acquired by the GS/OAS for the purposes of the Project with the CIDA Contribution or any part thereof. The GS/OAS will have these available for financial and operational audit by an external auditor at CIDA's request in accordance with article 4.3.
- 4.3 Any financial contribution received from CIDA and administered by the GS/OAS in connection with this Arrangement will be subject to the usual auditing procedures of the GS/OAS, with the audit performed by the external auditors contracted by the GS/OAS's Board of External Auditors. Copies of the audit reports will be made available to CIDA upon request. If CIDA wishes to undertake a separate financial or operational audit of the CIDA Contribution, the related costs will be borne by CIDA and the audit team will be agreed by both Parties.

ARTICLE 5. Acknowledgments

- 5.1 Where appropriate to do so in the GS/OAS's opinion, the GS/OAS will acknowledge CIDA funding to the Project in any reference made by it with respect to the Project in publications, speeches, press releases or other similar instances.

ARTICLE 6. Reporting

- 6.1 The GS/OAS will prepare and submit, in the English language, for CIDA's review and approval, the reports described in ANNEX C (Reporting); in the manner stipulated therein with respect to content, format, number of copies and deadlines.

Unless otherwise specified in ANNEX C and subject to the incremental cost arising from producing a document or a report in accordance with paragraphs 6.1.1, 6.1.2 and 6.1.3 below being reasonable:

- 6.1.1 when facilities so permit, GS/OAS will produce all reports, in double-sided format;
- 6.1.2 when copies are required under this Arrangement, GS/OAS will reproduce all documents and reports, in double-sided format whenever possible; and
- 6.1.3 when available and compatible with existing facilities, GS/OAS will produce/reproduce documents and reports, using recycled paper.

Articles of Arrangement

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- 4.3 Any financial contribution received from CIDA and administered by the GS/OAS in connection with this Arrangement will be subject to the usual auditing procedures of the GS/OAS, with the audit performed by the external auditors contracted by the GS/OAS's Board of External Auditors. Copies of the audit reports will be made available to CIDA upon request. If CIDA wishes to undertake a separate financial or operational audit of the CIDA Contribution, the related costs will be borne by CIDA and the audit team will be agreed by both Parties.

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- 7.1 CIDA, the GS/OAS and the Canadian Permanent Mission to the OAS will cooperate on exchange of information concerning proposed and completed activities under the Project, particularly as provided for in ANNEX A and in ANNEX C. The GS/OAS will promptly inform CIDA of any event which, in the opinion of the GS/OAS, interferes or threatens to interfere with the successful implementation of the Project.
- 7.2 The GS/OAS will permit or cause to be permitted for any authorized representative of CIDA reasonable access to the site(s) of the Project to witness its purpose and progress. CIDA will keep the GS/OAS informed with respect to the results of such visits.
- 7.3 Upon request by CIDA, the GS/OAS will endeavour to facilitate dissemination of information related to activities which benefit from the Project under this Arrangement.

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- 8.2 As a result of termination or suspension, the GS/OAS will have no claim against CIDA other than the reimbursement of allowable expenses actually committed by the GS/OAS until the termination or suspension, less the sums already paid in this regard, provided the said expenses were incurred solely to implement the Project, and the Project was implemented according to the terms and conditions specified in this Contribution Arrangement.

ARTICLE 9. Compliance

- 9.1 CIDA may withhold or cancel any or all payments to be made by CIDA in accordance with ANNEX A and ANNEX B if the GS/OAS fails to use such funds exclusively for the purposes of the project and in accordance with the provisions of this Arrangement.

ARTICLE 10. Budget Review and Appropriation by Canada

- 10.1 In the event that the Government of Canada directs CIDA to proceed with a re-examination of its budget for the purpose of effecting reductions for specific financial years, CIDA and the GS/OAS will consult with each other with a view to amending this Arrangement accordingly.
- 10.2 Any payment by CIDA under this Arrangement is subject to there being an appropriation by the Parliament of Canada for the fiscal year in which the payment is to be made.

*Articles of Arrangement***ARTICLE 11. Conflict Resolution**

- 11.1 Any dispute or controversy that arises in relation to this Arrangement will be settled by means of negotiation between the parties.

ARTICLE 12. Notices

- 12.1 Any notice to CIDA or to the GS/OAS with respect to this Arrangement will be delivered or sent by registered mail or by facsimile (postage or other charges prepaid) addressed to CIDA or to the GS/OAS at its address as given in this Article or other address designated in writing by one party to the other.

FOR CIDA:

Canadian International Development Agency

Inter-American Program, Americas Branch

200 Promenade du Portage

Hull, Quebec,

Canada K1A 0G4

Telephone No. (819) 953-3414 Facsimile No. (819) 997-0429

FOR GS/OAS :

General Secretariat of the Organization of American States

Summits of the Americas Secretariat

1889 F Street N.W.

Washington, D.C. 20006

U.S.A.

- 12.2 Any notice that is delivered will be deemed to have been received on delivery. Any notice sent by courier will be deemed to have been received when delivered by the carrier. Any notice given by registered mail will be deemed to have been received when the postal receipt is acknowledged by the other party. Any notice sent by facsimile will be deemed to have been received when transmitted.

ARTICLE 13. General**13.1 Effective Date**

The effective date of this Arrangement will be the latest date of signature.

Articles of Arrangement

Arrangement No.: 7037671

WBS Element: A-032658-001-PR1

GLAcct/CC/Fund: 52308/4404/0300

Vendor No: 1001291

13.2 Duration of the Arrangement

Unless sooner terminated as provided for in Article 8. above, this Arrangement will remain in effect from its effective date until July 1, 2006.

13.3 Assignment

This Arrangement will not be assigned, in whole or in part, by the Organization without the prior written consent of the Minister. Any purported assignment made without that consent is void and of no effect.

13.4 Partnership and Employer-Employee Relationship

Nothing in this Arrangement will be interpreted as having the effect of creating a partnership, joint venture or agency relationship between the GS/OAS and CIDA, or an employer-employee relationship between CIDA and/or the GS/OAS and consultants under the Project.

13.5 Conflict of Interest

The GS/OAS agrees that no former Public Office Holder or Public Servant who is not in compliance with the *Conflict of Interest and Post-Employment Code for Public Office Holders* or the *Conflict of Interest and Post-Employment Code for the Public Service* will derive a direct benefit from this Contribution Arrangement.

13.6 Amendment

This Contribution Arrangement may be amended by a formal written amendment executed by CIDA and the GS/OAS.

13.7 Anti-Corruption

Both parties hereto agree no offer, gift or payment, consideration or benefit of any kind, which constitutes an illegal or corrupt practice, has or will be made to anyone, either directly or indirectly, as an inducement or reward, or for the award or execution of this Contribution Arrangement. Any such practice will constitute grounds for terminating this Arrangement or taking any other corrective action as required.

13.8 Canadian Members of Parliament

It is understood by both Parties hereto that no member of the Canadian House of Commons will be admitted to any share or part of this Arrangement or to any benefit to arise therefrom.

13.9 Nature of this Arrangement

This Arrangement is not an international treaty. It is an administrative arrangement between CIDA and the GS/OAS.

ARTICLE 14. Environmental Protection

- 14.1 It is not expected that CIDA will, under this Arrangement, fund the carrying out of undertakings which could constitute *projects* as that term is defined by the Canadian Environmental Assessment Act (CEAA).
- 14.2 However, if such undertakings as defined above in 14.1 are to be carried out, CIDA will ensure that the assessment of the environmental effects of the undertakings is carried out by the GS/OAS in accordance with the environmental assessment process of the GS/OAS provided that the assessment must be carried out as early as practicable in the planning stages of the undertaking and before irrevocable decisions are made. In such cases, CIDA may require from the GS/OAS a statement to the effect that environmental assessments have been carried out as provided for herein.

ARTICLE 15. Entire Arrangement

These Articles of Agreement together with ANNEX A (Project Description), ANNEX B (Terms of Payment), ANNEX C (Reporting) and ANNEX D (Budgetary Estimates) which form an integral part of this Contribution Arrangement, constitute the entire Arrangement between the Parties with respect to the Strengthening the 2005 Summit of the Americas Process (the Project).

Arrangement No.: 7037671

WBS Element: A-032658-001-PR1


GLAcct/CC/Fund: 52308/4404/0300

Vendor No: 1001291

Articles of Arrangement

This Contribution Arrangement is signed on behalf of HER MAJESTY THE QUEEN IN RIGHT OF CANADA by a duly authorized officer and for the General Secretariat of the Organization of American States by the Secretary General or his duly authorized representative.

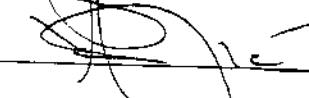
**FOR THE GENERAL SECRETARIAT
OF THE ORGANIZATION OF
AMERICAN STATES (GS/OAS)**


(Signature)

Luigi R. Einaudi
(Name)

Acting Secretary General
(Title)

DATE Day / Month / Year

WITNESS 
(Signature)

Sandra Honore
(Name)

Chief of Staff
(Title)

**FOR HER MAJESTY THE QUEEN
IN RIGHT OF CANADA**

DATE Day / Month / Year

WITNESS
(Signature) (Signature)

(Name) (Name)

(Title) (Title)