

Acuerdos Bilaterales

Clasificación: 56-2006

Fecha de Ingreso: 7 de septiembre de 2006

Nombre de Acuerdo: 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 "Trade and Environment in the Americas" Project –Project Number A-032382

Materia:

Partes: SG/OEA & Canada

Referencia: Canada

Fecha de Firma: 24 de julio de 2006

Fecha de Inicio:

Fecha de Terminación:

Lugar de Firma:

Unidad Encargada:

Persona Encargada:

Original:

Claves:

Cierre del proceso:

Arrangement #: 7043640

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

**"TRADE AND ENVIRONMENT IN THE
AMERICAS" PROJECT**

Project Number: A-032382

CONTRIBUTION ARRANGEMENT

Arrangment No.: **7043640**

WBS Element: A-032382-001-PR1

Vendor No: 1001291

Articles of Arrangement

CONTRIBUTION ARRANGEMENT MADE THIS DAY OF , 2006

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**

(hereinafter referred to as the «**Organization**» or «**GS/OAS**»)

herein represented by

The Department of Sustainable Development («DSD»)

1889 F Street N.W.

Washington, D.C. 2006

U.S.A.

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 meet demands from countries in the Americas and Caribbean for trade-related technical assistance, in line with CIDA's Americas Branch Trade Program;

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 organization and implementation of the « **Trade and Environment in the Americas** » project (the Project) which will be implemented by the GS/OAS for the benefit of OAS Member States in Latin America and the Caribbean.
- 1.2** The Project is more specifically defined in **Annex A** (Project Description) as well as subject to the provisions of **Annex B** (Terms of Payment), **Annex C** (Budgetary Estimates) and **Annex D** (Reporting), hereto.
- 1.3** Project modification is subject to prior written agreement between the duly authorized representatives of CIDA and the GS/OAS.

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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**, hereto, CIDA will make available to the GS/OAS a contribution (the Contribution) for the purpose of the Project in an amount of up to one million, five hundred thousand Canadian dollars (CAN\$1,500,000.00), or its equivalent in United States' dollars (US\$).
- 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** Payment of accountable advances will be made by CIDA to the GS/OAS by financial transfer in accordance with the terms and conditions set forth in **Annex B** (Terms of Payment).
- 2.4** Where an advance payment by CIDA has been made to the GS/OAS, the GS/OAS will disclose in a report referred to in **Annex C** (Reporting) any interest earned as being part of the CIDA Contribution. The said interest will be used exclusively for the budgetary purposes of the Project. Any such interest earned will be deposited in GS/OAS's general ledger/award account corresponding to the contribution.
- 2.5** 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 C** (Budgetary Estimates).
- 2.6** The GS/OAS hereby acknowledges that it has informed CIDA of all sources of proposed funding for this Project and that the breakdown of the total sources of funding is accurately reflected in **Annex C** (Budgetary Estimates). The GS/OAS will update this declaration in its final financial report.
- 2.7** 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 D**.

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**.

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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 D** as well as the basis for auditing.
- 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 4.4.
- 4.3** The GS/OAS will submit to CIDA a final financial statement prepared and certified by GS/OAS' Department of Budgetary and Financial Services upon termination of Project activities and prior to the expiry of this Contribution Arrangement.
- 4.4** Any financial contribution received 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 « **Trade and Environment in the Americas** » project (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 D** (Reporting), in the manner stipulated therein with respect to content, format, number of copies and deadlines.

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Unless otherwise specified in **Annex D** 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.

ARTICLE 7. Consultation, Information and Evaluation

- 7.1** CIDA and the GS/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 D**. 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 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.

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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.

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***
Department of Sustainable Development
1889 F Street N.W.
Washington, D.C. 20006
U.S.A.

Telephone No. (202) 458-6248 / **Facsimile No.:** (202) 458-3560

- 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.

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ARTICLE 13. General

13.1 Effective Date

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

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 September 30, 2008.

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 the duly authorized representatives of 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.

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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.

13.10 Privileges and Immunities

Nothing in this Arrangement constitutes an express or implied waiver by either Party of its privileges and immunities under the laws of Canada, the United States of America, or international law.

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.

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ARTICLE 15. Entire Arrangement

These Articles of Arrangement together with **Annex A** (Project Description), **Annex B** (Terms of Payment), **Annex C** (Budgetary Estimates) and **Annex D** (Reporting) which form an integral part of this Contribution Arrangement, constitute the entire Arrangement between the Parties with respect to the « **Trade and Environment in the Americas** » project (the Project).

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)**

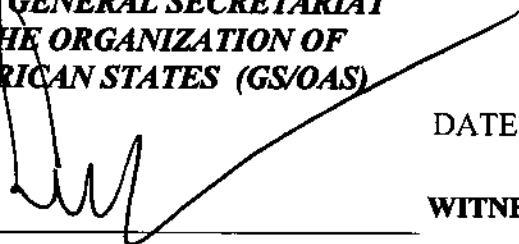
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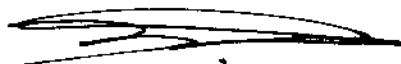
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WITNESS

(Signature)



(Signature)



(Name)

Thomas S. VAUGHAN

(Name)

Claudia S. de Wendt

(Title)

Director

(Title)

Legal Specialist

FOR

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

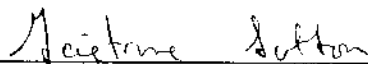
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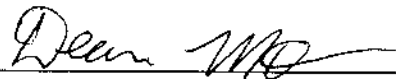
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WITNESS

(Signature)



(Signature)



(Name)

Gaétane Sutton

(Name)

Dean Moser

(Title)

Assistant Director

(Title)

Development Officer