

ACUERDO BILATERAL

Clasificación: 55-2011

Fecha de Ingreso: 13 de febrero de 2012

Nombre del Acuerdo: Letter of Agreement Between the General Secretariat of the Organization of American States (OAS) and the Pan American Health Organization/World Health Organization.

Materia: PAHO Joint program of work to promote peace and democracy in the member states through the Integrated Water Resources Management within the framework of the Millennium Development Goals (MDGs)

Partes:SG/The Pan American Health Organization/World Health Organization.

Referencia: The Pan American Health Organization/World Health Organization.

Fecha de Firma: 6 de diciembre de 2011

Fecha de Inicio

Fecha de Terminación

Lugar de Firma: Washington D.C.

Unidad Encargada: Department of Sustainable Development

Persona Encargada:

Original

Claves

Cierres del proceso



LETTER OF AGREEMENT (LEGAL FORMAT)

Letter of Agreement Number: SDE-SO7-319/PG/10-11/999 (GD:2203)

USO 11 071914

LETTER OF AGREEMENT BETWEEN THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES (OAS) and THE PAN AMERICAN HEALTH ORGANIZATION/WORLD HEALTH ORGANIZATION

The Pan American Health Organization, Regional Office of the World Health Organization (*hereinafter* "PAHO/WHO"), located at 525 23RD Street, N.W., Washington D.C. 20037 and represented by **Dr. Luiz Augusto Galvão**, Manager, Sustainable Development and Environmental Health (SDE) and the General Secretariat of the Organization of the American States (OAS) (*hereinafter* "Beneficiary"), a public international organization with headquarters at 17th St. and Constitution Ave., N.W., Washington, D.C., 20006, duly represented by the Director of the Department of Sustainable Development, **Mr. Cletus I. Springer**, hereby enter into the present Letter of Agreement, subject to the following:

Article 1: Purpose and Title of the Letter of Agreement

The purpose of this Letter of Agreement is to establish the terms and conditions pursuant to which PAHO/WHO and the Beneficiary will cooperate on the implementation of the following initiative: PAHO/OAS joint program of work to promote peace and democracy through Integrated Water Resources Management within the framework of the Millennium Development Goals (MDGs). The joint program of work will promote peace and democracy in the member states through the Integrated Water Resources Management within the framework of the Faces, Voices and Places of the Millennium Development Goals at the local level starting in the most vulnerable transboundary river basins "Cuencas" between countries in Central America. (*hereinafter, the "Initiative"*).

Article 2: Commitments of the Beneficiary

The Beneficiary, in accordance with the technical and budgetary characteristics established in Annex I, which constitute an integral part of this Letter of Agreement, shall comply with the activities and timetable outlined therein.

Article 3: Commitments of PAHO/WHO

Pursuant to its rules, regulations, policies, and procedures, PAHO/WHO shall transfer to the Beneficiary the total amount of: Fourteen Thousand US Dollars (US\$14.000,00), according to the schedule of transfers and presentation of reports agreed to in Annex I. Transfer of the Contribution shall be effected using the following information:

Bank full name: Bank of America
Bank short name: Bank of America

ABA/Routing #: 0260-0959-3
Swift Code: bofaus3n
Bank's address: 730 15th Street, N.W.,
Washington, D.C. 20005-1012, USA
Account number: 002080125354
Account name: OAS General Secretariat
Reference: Department of Sustainable Development /TWRM MDGs

Article 4: Initiative's Officers

The Beneficiary designates the following individual as responsible for the execution and administration of this Letter of Agreement, until notification to the contrary:

Beneficiary Officer: **Dr. Maximiliano Campos**

Notifications and communications should be directed to Dr. Campos at the following street address, fax and electronic mail:

General Secretariat of the OAS
Dr. Maximiliano Campos
Chief IWRM Section
Department of Sustainable Development
1889 F Street, N.W.
Washington, D.C. 20006
United States of America
Tel.: (1-202) 458-3687
Fax: (1-202) 458-3560
Electronic Mail: mcampos@oas.org

PAHO/WHO designates the following individual as responsible for the administration and monitoring of this Letter of Agreement, until notification to the contrary:

PAHO/WHO Officer: **Dr. Sofiaeticia Morales**

All communications and notifications under this Letter of Agreement will be validly made only when they are sent by mail, facsimile, or electronic mail and are addressed to the above responsible individuals.

Either Party may change the responsible dependency, the designated responsible individuals, the address, telephone, fax or electronic mail indicated by notifying the other Party in writing.

Article 5: Reports

The Beneficiary shall prepare and submit to PAHO/WHO at least one Progress Report (number and dates of submission of the Progress Reports are specified in Annex I. Exceptions to the submission of the Progress Reports are contained in section 30.11 of the LOA Policy) and a Final Report no later than 60 days after the ending date of the agreement. The funds that were not expended shall be returned to PAHO/WHO with a final financial report no later than sixty (60) days after the ending date of the agreement.

All the reports must be submitted according to PAHO/WHO Formats (Annex II and III). PAHO/WHO may request the Beneficiary to submit supporting documents related to all activities and expenditures, including payment receipts.

Article 6: Audit

Any PAHO/WHO financial contribution received by the Beneficiary under this Letter of Agreement shall be subject to the usual PAHO/WHO audit and review procedure, which shall be coordinated within the GS/OAS by the relevant dependency. The cost of any audit or review that may be requested by PAHO/WHO shall be born by PAHO/WHO.

Article 7: Relationship and Responsibility of the Parties

The Parties assume full responsibility for the claims and damages directly and proximately caused by actions or omissions of their corresponding representatives, officials, employees and contractors.

The execution of this Letter of Agreement does not create any employer/employee, servant, agency or other binding relationship between the Beneficiary and PAHO/WHO..

Article 8: Title, Copyright, Patent Rights and Others

All rights, including title, copyright, and patent rights of any material(s) produced under the terms of this Letter of Agreement shall be shared vested in between PAHO/WHO, which shall be entitled to make any changes or eliminate any part of the material(s) it deems advisable. The Beneficiary and its employees are allowed to use a copy of such material(s) for non-profit educational and research purposes, provided that PAHO/WHO's contribution is adequately recognized on the material(s).

Article 9: Privileges and Immunities

The Parties mutually recognize the privileges and immunities they enjoy by virtue of the relevant agreements and laws on the subject and general principles of international law. Nothing contained in this Letter of Agreement shall be either expressly or implied to be deemed a waiver of immunity from judicial process, confiscation, taxation, or other immunity or privilege which the parties may enjoy, whether pursuant to treaty, convention, law, order or decree of an international or national nature or otherwise, or in accordance with international customary law.

Article 10: Arbitration

Any dispute between the Parties arising out of or relating to this Letter of Agreement that is not settled amicably shall be submitted to arbitration at the request of either Party, pursuant to the Arbitration Rules of the United Nations Commission on International Trade Law (UNCITRAL) currently in effect. The Beneficiary and PAHO/WHO shall jointly appoint one arbitrator. The procedure of the arbitration shall be decided on by the arbitrator and the expenses related to the arbitration, as assessed by arbitrator, shall be borne in equal parts by the Parties. The place of arbitration shall be Washington D.C, U.S.A. The language in the proceedings shall be English. The arbitral award shall contain a statement of the reasons on which it is based and shall be accepted by the Parties as the final adjudication of the dispute.

Article 11: Effectiveness, Amendment, and Termination

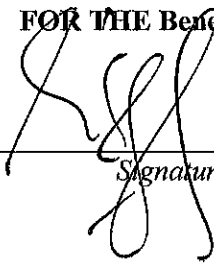
This Letter of Agreement shall become effective on the date of its signature by the Parties and shall remain in effect until 31 December 2011. No change in, modification of, or revision to this

Letter of Agreement shall be valid unless made in writing and signed by the authorized representatives of the Parties. In addition, either of the Parties may terminate this Letter of Agreement by giving 30 days advance notice in writing to the other. The Beneficiary may submit a written request for an exceptional extension.

The obligations assumed by the Parties under this Letter of Agreement may extend 60 days beyond its expiration or termination, as necessary, to allow extinction of all legal obligations assumed. Any balance of funds remaining upon termination of the Letter of Agreement and after the submission of the Reports stipulated Article 5, shall be returned to PAHO/WHO immediately.

IN WITNESS WHEREOF, the duly authorized Representatives sign this Letter of Agreement in two copies of equal content and validity, on the dates and places indicated below.

FOR THE Beneficiary



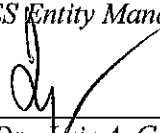
Signature

Mr. Cletus I. Springer
Director of the Department of
Sustainable Development

Washington, D.C. 6 DECEMBER 2011

FOR PAHO/WHO

AMPES Entity Manager Signature



Dr. Luiz A. Galvão
Manager, Sustainable Development
and Environmental Health (SDE)

Washington, D.C. 2 November 2011

Attachment to Annex I

FORMAT FOR THE PRESENTATION OF PROPOSALS TO BE
EXECUTED THROUGH A
LETTER OF AGREEMENT (LOA)

Register Number: SDE-LOA-11-06 (To be completed by PBR/RC)

PBR/RC Staff in charge: _____ (To be completed by PBR/RC)

Note to users: Fields in the following format that will be automatically filled in from the Letter of Agreement Legal Format are identified with an (A).

1. Title: PAHO/OAS join program of work to promote peace and democracy through Integrated Water Resources Management within the framework of the Faces, Voices and Places of the Millennium Development Goals. (A)

2. AMPES Entity Originator: Dr. Sofialeticia Morales, Sustainable Development and Environmental Health (SDE) (A)

3. PAHO/WHO AMPES Entity Manager and Allotment: Dr. Luiz Augusto Galvão, SDE-S07-319/PG/10-11/999 (GD:2203) (A)

BENEFICIARY INSTITUTION

4. Name of the Beneficiary Institution **GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES (GS/OAS)** (A)

5. Eligibility Documentation (mark with an "X" as appropriate)

- a. YES
b. NO

6. Beneficiary LOA Officer: **Dr. Maximiliano Campos** (A)

7. Type of institution (mark "X" as appropriate)

Public Sector Institutions	Private Institutions
Governmental <input type="checkbox"/>	Private - NGO <input type="checkbox"/>
Decentralized Governmental Institution <input type="checkbox"/>	Private Associations <input type="checkbox"/>
Local Level (municipality) <input type="checkbox"/>	Private Academic <input type="checkbox"/>
	Public Academic <input type="checkbox"/>
	Other Public Institutions <input type="checkbox"/>

International Institutions

- UN System
 International -
 Inter American System
 International – NGO
 International Associations

Other

- Religious
 WHO Collaborative Center
 Associations, Partnerships, or Alliances

Subregional Institutions**TECHNICAL AND BUDGETARY ASPECTS OF THE INITIATIVE**

8. LOA initiative level of execution (mark with an "X" as appropriate)

- a. Country
 b. Subregional
 c. Regional

9. Identify the OSER and OSER indicators that the LOA initiative will support:

OSER 7.2 Indicator 7.2.3 Number of countries that have implemented the Faces, Voices and Places Initiatives.

OSER 8.1 Indicator 8.1.4. Number of countries implementing WHO Guidelines in drinking water towards MDG 7.

(A)

10. PAHO/WHO's mainstreaming issues covered by the LOA. Mark the appropriate boxes with an "X":

- a. Gender and ethnicity
 b. Human rights
 c. Indigenous people
 d. Social protection
 e. Primary health
 f. Health promotion

11. Work in the most vulnerable communities within the framework of the Faces, Voices and Places of the Millennium Development Goals initiative in the most vulnerable transboundary river basins "Cuencas" between countries in Central America.

12. Budget must be presented according to activities and by category of expenditure.

The use of financial resources through a LOA is subject to the same financial regulations and requirements of PAHO/WHO, in compliance with the International Public Sector Accounting Standards (IPSAS).

BUDGET BY ACTIVITIES: Provide a brief description of the scope of the activities to be executed with PAHO/WHO resources.

(Expressed in US\$ Dollars)

- 1) Provide Technical cooperation to document and systematize the local development experiences that took place in the following transboundary river basins "Cuencas" in Central America:

- transboundary river basins of the San Juan river border between, Costa Rica and Nicaragua
- transboundary river basins of Río Negro, border between Honduras and Nicaragua
- transboundary river basins of Río Belice y Sartsun, border between Belice and Guatemala.

Estimate cost US\$ 5,000 executed between November and December

- 2) Elaborate a booklet of the experiences of the three transboundary river basins under the format of Faces, Voices and Places the. Estimate cost US\$ 4,000 executed in December.
- 3) Provide Technical cooperation to draft a proposal of a wider scope PAHO/OAS join program of work to promote peace and democracy through Integrated Water Resources Management within the framework of Faces, Voices and Places of the MDGs. Estimate cost US\$ 5,000 executed all along November and December.

Activities	Budget	Current Calendar Year (show from/to months)	Future Calendar Year (show from/to months)	2nd Future Calendar Year (show from/to months)	Deadline
1	5000	Nov 1/Dec 31, 2011	x	x	Dec. 31, 2011
2	4000	Nov 1/Dec 31, 2011	x	x	Dec. 31, 2011
3	5000	Nov 1/Dec 31, 2011	x	x	Dec. 31, 2011
	-	-	-	-	-
	-	-	-	-	-
	-	-	-	-	-
Total	US\$14,000.00	-	-	-	-

BUDGET BY CATEGORY OF EXPENDITURE - (Expressed in US\$ Dollars)

NOTE: The breakdown should be done by calendar year. However, the total period to execute a LOA must not exceed 24 months

Category	Total Budget	Current Calendar Year (show from/to months)	Future Calendar Year (show from/to months)	2nd Future Calendar Year (show from/to months)
Personnel/labor	-			
Equipment				
Supplies and Materials	- 5,000	Nov 1/Dec 31, 2011	x	x
Rent	-	Nov 1/Dec 31, 2011	x	x
Utilities	- 2,000	nov	dec	
Travel to the transboundary river basin of the San Juan border between, Costa Rica and Nicaraguavel				
Travel to the transboundary river basins of Río Negro, border between Honduras and Nicaragua				
Travel transboundary river basins of Río Belice and Sartsun, border between Belice and Guatemala.	5,320	Nov 1/Dec 31, 2011	x	x
Other (specify) OAS ICR (12%)	- 1,680	Nov 1/Dec 31, 2011	x	x
Total	US\$14,000	-	-	-

13. List the partner institutions, if any, participating in this LOA initiative:

Organization of American States (OAS)

14. Duration (in months)

- a. Beginning Date: **1 November 2011** (A)
- b. Termination Date: **31 December 2011** (A)

15. Authorization of Transfers

- First transfer (cannot be more than 90% of the total LOA amount): 12600, date 1 November 2011
- Second transfer (if the PAHO/WHO LOA Officer deems it necessary, a second transfer may be programmed): XXXXX
- Final transfer (must be at least 10% of the total budget; should be paid upon approval of the Progress Report by the PAHO/WHO LOA Officer): 1400, date: Dec 31

NOTE: Transfers (disbursements) must represent the estimated value of the activities expected to be delivered during each calendar year period.

16. Submission of Reports

- First Progress Report: November 30, 2011
- Second Progress Report (if the PAHO/WHO LOA Officer deems it necessary, a second Progress Report may be programmed): XXXXX
- Final Report: December 30th, 2011

17. Briefly explain any potential situation that could affect the normal execution of the LOA
The only potential situation that could affect the normal execution of the LOA is if we delayed the start of the technical cooperation and the joint program.

FORMAT FOR LOA PROGRESS REPORTS

TECHNICAL REPORT GUIDE

1. Introduction
 - o Brief summary of the LOA objective
 - o Problems and shortcomings encountered during the LOA execution
2. Project
 - o Main activities carried out
 - o Include graphs, statistics, pictures, etc., as appropriate
 - o Main outputs
 - o Include relevant observations regarding the execution in relation with the implementation plan
3. References
 - o Include information of other partners or donors
 - o Cite any documentation that you consider important for the initiative
 - o Lessons learned

FINANCIAL REPORT

1. Financial Report by Activity

Activities Calendar Year 1	LOA Budget	LOA Expenditure	Expenditures/ Budget (%)	Explanation (*)
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BUDGET CALENDAR

YEAR

Activities Calendar Year 2

BUDGET CALENDAR

YEAR

TOTAL BUDGET

(*) Following PAHO/WHO rules any variance higher than 10% has to be explained and properly justified.

Annex III

FORMAT FOR LOA FINAL REPORTS

Reports should be concise and focused on what the LOA achieved.

TECHNICAL REPORT GUIDELINES

1. Introduction

- Brief summary of the LOA objective
- Target (population and area)
- Brief references to the local/subregional/regional context when applicable
- Problems and shortcomings encountered during the LOA execution
- How your participation in the execution of this LOA made a difference
- Which was the strategy used to accomplish the results
- Emphasize important results during the execution, whether planned or unplanned

2. Results

- In this section the report will always use the LOA initiative as a reference
- Approach to the problem/issue under execution for the LOA
- Main activities carried out
- Include graphs, equations, pictures, etc., as appropriate
- Results: Include relevant outcomes and outputs, observations, measurements, and any information that highlight the accomplishments

3. Evaluation Statement: based on the above section

- What was accomplished and what was not
- What was learned and what you would have done differently
- Comments on the use, suitability of resources in connection with the outcomes
- Conclusions
- Recommendations

4. References

- Cite any documentation that you consider important for the initiative

FINANCIAL REPORTS

2. Financial Report by Activity

Activities Calendar Year 1	LOA Budget	LOA Expenditures	Expenditure/ Budget (%)	Explanation (*)
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BUDGET CALENDAR YEAR

Activities Calendar Year 2

BUDGET CALENDAR YEAR

TOTAL BUDGET

(*) Following PAHO/WHO's rules any variance higher than 10% has to be explained and properly justified.

Financial Report by Category of Expenditure

Category	LOA Budget	LOA Expenditures Executed	Variance (%)	Explanation (*)
1. Personnel/Labor				
2. Equipment				
3. Supplies and materials				
4. Rent				
5. Utilities				
6. Travel				
7. Other (specify)				

TOTAL

(*) Following PAHO/WHO's rules any variance higher than 10% has to be explained and properly justified.

Final Recommendations:

1. Remember your audience – your report should be understandable to any health and administrative professional in PAHO/WHO.
2. Things to include in the report:
 - Pictures
 - Your observations and measurements
 - Statistics, Graphs, Figures
 - Simulations, models, political observations, quotes, news, etc.