

## Acuerdos Bilaterales

Clasificación: 63-2004

Fecha de Ingreso: 13 de julio de 2004

Nombre de Acuerdo: Amendment Number One to the Loan Guarantor Agreement

Materia: Relaciones Generales de Cooperación

Partes: SG/OEA & OAS Staff Association

Referencia: OASSA

Fecha de Firma: 7/8/2004

Fecha de Inicio:

Fecha de Terminación:

Lugar de Firma: Washington, D.C

Unidad Encargada:

Persona Encargada:

Original:

Claves:

Cierre del proceso:

AMENDMENT NUMBER ONE  
TO THE LOAN GUARANTOR AGREEMENT  
BETWEEN  
THE OAS STAFF ASSOCIATION

AND

THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES  
WHICH IS REPRESENTED FOR PURPOSES OF THIS AMENDMENT BY THE LEO  
S. ROWE PAN AMERICAN FUND TECHNICAL SECRETARIAT

**Whereas:**

On November 22, 2002, the OAS Staff Association, with offices located at 1889 F Street, N.W., Washington, D.C. 20006, and which is represented for purposes of this Amendment Number One by its President, and the General Secretariat of the Organization of American States with headquarters located at 1889 F. Street, N.W. Washington, D.C., and which is represented for purposes of this Amendment Number One by the Technical Secretary of the Leo S. Rowe Pan American Fund , signed a "Loan Guarantor Agreement" (hereinafter referred to as the "November 22, 2002 Guarantor Agreement" or the "Agreement") under which the OAS Staff Association guaranteed certain Rowe Fund loans to GS/OAS Staff members.

Paragraph E,4 of the November 22, 2002 Guarantor Agreement provides that while neither Party has an "*implicit or explicit commitment to extending*" the loan guarantee program under the Agreement, "*the Rowe Fund Secretariat and the Staff Association will evaluate its results before the six months [provided for in the Agreement] pass, and may decide to extend it, under the same or other mutually agreed conditions, for one year, and this process of negotiated extensions may continue indefinitely, as long as both parties agree to it.*"

That by mutual agreement among the Parties, the Loan Guarantor Agreement has been extended by the Parties and is currently in effect.

That the Parties wish to amend the Loan Guarantor Agreement to provide for the following:

- Reduce from one dollar to seventy-five cents, the basis on which money in the Joint Account will be used as loan guaranty for each ten dollars of loans granted to eligible staff members (see Paragraph A of the Agreement);
- Increase by \$10,000 (ten thousand dollars) the OAS Staff Association's contribution to the Joint Account provided for in Paragraph E, 1 of the Agreement; and
- Extend the duration of the Agreement for three (3) years from the effective date of this Amendment Number One, with the possibility of further extensions upon mutual agreement of the Parties.

**Wherefore, the Parties Agree as follows:**

- A. The last sentence of Paragraph A of the Loan Guarantor Agreement is hereby revised to read as follows:

*The money in the account (hereinafter referred to as the "Joint Staff Association/Rowe Fund Account" or the "Joint Account") will be used as loan guaranty on Rowe Fund loans to eligible staff members on the basis of seventy-five cents (\$0.75) of guaranty for every ten dollars of loans granted.*

- B. The OAS Staff Association will, upon the execution of this Amendment Number One by the Parties, deposit an additional \$10,000 (ten thousand dollars) in the Joint Account provided for in Paragraph E, 1 of the Loan Guarantor Agreement; and, in accordance with that commitment, subparagraphs 1, 2, and 5 of Paragraph E of the Agreement are hereby revised to read as follows:

***E. Other terms of the guaranty agreement between the Staff Association and the Rowe Fund.***

1. *The Staff Association agrees to add \$10,000 (ten thousand dollars) to the \$10,000 that the Staff Association previously deposited into the Joint Staff Association/Rowe Fund Account so that the amount of \$20,000 (twenty thousand dollars), plus any interest earned on that Account, will be available to guarantee loans under this Program.*
2. *The Staff Association's obligation vis-à-vis the Rowe Fund, as guarantor of any loan approved under this Program is limited to the Staff Association's obligation of the \$20,000 in the Joint Account provided for in Paragraph E,1, above. Once the Staff Association puts the money in the Account, it is liable to help cover any losses incurred by the Rowe Fund on loans approved under this Program only up to the amount of funds available in the Joint Account. Any losses which cannot be covered by the Joint Account will be absorbed by the Rowe Funds covered by that guaranty fund.*
5. *The Parties may agree to modify this Agreement by increasing the funds placed by the Staff Association into the Joint Account in the event that it becomes apparent that the \$20,000 provided by the Staff Association, plus interest earned on that amount and the 1% loan payment by each participating staff member, will be insufficient to satisfy the loan demand under this Agreement before the agreement expiration date.*

- C. The term of the Loan Guarantor Agreement is extended for three (3) years beginning on the effective date of this Amendment Number One. The Parties may agree to extend the Agreement for additional periods of time of whatever length agreed upon by the Parties.

- D. All other terms and provisions of the Loan Guarantor Agreement signed on November 22, 2002 that are not inconsistent with the provisions of this Amendment Number One remain valid and in effect.

SIGNED by the duly authorized representatives of the Parties in duplicate originals in Washington, DC on the date indicated below,

**FOR THE OAS STAFF ASSOCIATION**



Rene L. Gutierrez  
(Name, printed)

President  
(Title)

Dated: July 8, 2004

**FOR THE GENERAL SECRETARIAT  
OF THE ORGANIZATION OF  
AMERICAN STATES**



MANUEL METZ  
(Name, printed)

TECHNICAL SECRETARY  
(Title)

Dated: July 8, 2004



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



Fecha: 7/2/2004

**A:** Sr. Manuel Metz, Secretario Técnico, Fondo Panamericano Leo S. Rowe

**De:** Fernando Jaramillo, Jefe de Gabinete del Secretario General

**Asunto:** Delegación de autoridad para firmar la Modificación del Acuerdo de Garantía de Préstamos entre la Asociación del Personal de la Secretaría General y el Fondo Rowe

Por este medio le informo que el Secretario General lo autoriza para firmar la Modificación del Acuerdo entre la Asociación del Personal y la Secretaría General, representada para estos efectos por usted, como Secretario Técnico del Fondo Panamericano Leo S. Rowe, según el texto que ha sido preparado por el Departamento de Asuntos Legales.

Agradezco a usted y, por su intermedio, al Comité del Fondo Rowe y al Comité del Personal la decisión de firmar este acuerdo, que extiende el programa mediante el cual la Asociación del Personal actúa de fiador de préstamos otorgados por el Fondo Rowe a funcionarios de la Secretaría General.