

Acuerdos Bilaterales

Clasificación: 64-2008

Fecha de Ingreso: 11 de febrero de 2008

Nombre de Acuerdo: Cooperation Agreement between the General Secretariat of the Organization of American States through its Department of Sustainable Development and the International Federation of Red Cross and Red Crescent Societies for the Execution of the Second Phase of the "Provention" Project on Vulnerability and Capacity Assessment in Central America and South America

Materia:

Partes: SG/OEA & International Federation of Red Cross and Red Crescent Societies

Referencia: IFRCRCS

Fecha de Firma: 30 de diciembre de 2007

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

OL ✓ FU

→ Date: 1/24/2008
Code: USDE-D

To: Mr. Dante Negro, Director, Office of International Law
From: Thomas Scott Vaughan, Director, Department of Sustainable Development
Subject: Original – Agreement between the GS/OAS and "The International Federation of Red Crescent Societies"

Attached for your information and files is the original of the above-mentioned Agreement.

RECIBIDO 01/25/08
5:00 pm
Organization of American States
17th & Constitution Ave. N.W.
Washington, D.C. 20006

COOPERATION AGREEMENT

BETWEEN

**THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES
THROUGH ITS DEPARTMENT OF SUSTAINABLE DEVELOPMENT**

AND

**THE INTERNATIONAL FEDERATION OF RED CROSS AND RED CRESCENT
SOCIETIES**

**FOR THE EXECUTION OF THE SECOND PHASE OF THE "PROVENTION"
PROJECT ON VULNERABILITY AND CAPACITY ASSESSMENT IN CENTRAL
AMERICA AND SOUTH AMERICA**

THE PARTIES TO THIS AGREEMENT, the General Secretariat of the Organization of American States (hereinafter referred to as "GS/OAS") a public international organization, with headquarters at 1889 F. St. N.W., Washington, D.C. 20006, represented by its Secretary General, Mr. José Miguel Insulza, through its Department of Sustainable Development (hereinafter "OAS-DSD"), represented by its Director, Mr. Scott Vaughan, and the International Federation of Red Cross and Red Crescent Societies (hereinafter referred to as "IFRC"), an international humanitarian organization with headquarters located at 17 Chemin de Crêts/Petit-Saconnex, Geneva, Switzerland, represented by its Secretary General Mr. Markku Niskala, through the Coordination & Programme Division, represented by its Acting Director, Mr. Thomas Gurtner.

CONSIDERING:

That the OAS-DSD is the principal technical arm of the GS/OAS responsible for meeting the needs of OAS member states in matters of sustainable development and environment supporting the formulation, design and execution of policies and technical cooperation projects, to help translate the goals of sustainable development and environmental protection into concrete action, and that a key objective of this work involves disaster management and preparedness as an essential component for development;

That the OAS-DSD has a longstanding history, supporting member states of the OAS in assessing their vulnerability to natural hazards and mitigating the effects of disasters, through different activities and resources that include technical assistance, training and technology transfer through intervention in development planning, project and policy formulation;

That OAS member states have recognized on numerous occasions the vulnerability to natural hazards faced at the community level in the hemisphere and through the OAS General Assembly Resolution AG/RES 2184 XXXVI-O/06 called for collaboration between the OAS-DSD and other international organizations in natural

disasters risk management in order to build capacity and promote sustainable development;

That on March 12, 2004, the GS/OAS and the IFRC signed a Memorandum of Understanding to cooperate on matters of mutual interest and support of OAS member states in Latin America and the Caribbean in promoting vulnerability reduction of their populations and their social and economic infrastructure in the event of a natural hazard event (hereinafter sometimes referred to herein as the "MOU");

That the MOU provides in Paragraph 1.3 that the Parties shall enter into a separate Project Agreement or exchange of letters for each joint project in which they participate;

That in response to the mandates of OAS member states to the GS/OAS, including those in resolution AG/RES 2184 XXXVI-O/06, the OAS-DSD is working in the establishment of the Inter-American Network for Disaster Mitigation (hereinafter "INDM") to support good governance-related activities in reducing the risk of natural disasters, by supporting on-going cooperation and collaboration among member states, multilateral and regional organizations in risk-reduction programs, projects and strategies in the hemisphere, including the IFRC ProVention initiative;

That ProVention is a Consortium established by the World Bank in 2000 to address the increasing frequency and severity of natural disasters and their social, economic and environmental impacts on developing countries, and the ProVention Secretariat is hosted at the IFRC in Geneva;

That since 2003, the IFRC has been working on the implementation of a continental strategy "Reducing Risk and Improving Coordination", a strategy that aims to deliver an integral system for disaster management with emphasis in risk reduction at the community level in the Americas;

That as part of the implementation of the continental strategy, the IFRC through its Regional Delegation for Mexico, Central America and the Caribbean, together with the OAS-DSD began in 2004 the implementation of phase one of the ProVention - funded Project in Belize, Guatemala, Honduras and Costa Rica, through the application of a harmonized methodology of "Vulnerability and Capacity Assessment (VCA) in Central America"; capitalizing on the vision of building from the local to the global, and promoting simple actions to facilitate and standardize methodologies and common tools, harmonized at the level of the Red Cross National Societies (NS) in the region in order to develop integrated activities at the community level;

That the experience and technical support of the OAS-DSD contributed significantly to the harmonization of tools, methodologies and materials on risk reduction, allowing the production and adaptation of the following community modules: (i)Community Early Warning Systems for Small Valleys, (ii)Community Dialogue on Water and Climate Risks, (iii)Maintenance of Schools Safety, (iv)Awareness Raising on Flood Risk, and (v) Use of Community Facilities as Emergency Shelter, and contributed technically to the revision of the module related to (vi)Protection of Rural Water Supplies, produced by the Pan-American Health Organization (PAHO);

That these modules known as the "Risk Reduction Community Education Tool Box", including the VCA methodology, were produced through the ProVention-funded Project that began in 2004 in collaboration with the OAS-DSD to assure their use at community level, employing basic principles of participation, ownership, identification, working through networks, seeking solutions and the taking of decisions by the concerned communities;

That the Regional Centre of Disaster Information ("CRID"), together with the IFRC's Regional Reference Centre for Community Education in Disaster Management, both based in Costa Rica, worked on the production of an interactive CD that will allow the IFRC and its NS to work in a second phase of the ProVention-funded project targeting different groups in Central America and reaching new stakeholders that will have access to the educational tools and activities in vulnerability reduction, and contribute to the implementation of the Regional Risk Reduction Strategy;

That continuing cooperation among the GS/OAS and the IFRC, through a second phase of the ProVention-funded project, will identify and enhance synergies among the INDM and the continental strategy "Reducing Risk and Improving Coordination", thereby improving the effectiveness of risk reduction/risk mitigation actions at the community level; particularly in Central and South America;

That the main objective of this phase of the project is to strengthen the capacities of National Societies,, local authorities and communities in order to reduce vulnerability to disasters in Brazil, Chile, Belize, Guatemala, Honduras and Costa Rica. This project enabled community interventions to be carried out in 16 semi-urban and rural communities, formulating transformation actions in order to tackle issues of sustainable development; *and*

That the GS/OAS is the central and permanent organ of the Organization of American States and is authorized to carry out relations of cooperation in accordance with Article 112(h) of the Charter and OAS General Assembly Resolution AG/RES. 57 (I-O/71);

HAVE AGREED to enter into this Cooperation Agreement.

ARTICLE I PURPOSE

1.1. This Cooperation Agreement is entered into pursuant to the Memorandum of Understanding entered into by the Parties on March 12, 2004 (the "MOU"), the terms of which apply to this Agreement, except as explicitly modified herein.

1.2. The purpose of this Cooperation Agreement (sometimes referred to herein as the "Agreement") is to establish a framework for cooperation among the parties and their respective roles and responsibilities for the execution of a second phase of the ProVention-funded project, (hereinafter the "Project") that will focus on Vulnerability and Capacity Assessment in Central America and South America. For the execution of the project, the Parties will work with the Red Cross membership as well as with national and international agencies to contribute to integrated development efforts in highly vulnerable communities, through the consolidation of micro projects identified and

developed during the first phase of the Project in the case of the Central American countries and the first implementation of the initiative in Brazil and Chile.

The Project proposes to:

- Increase the efforts of the National Red Cross Societies already involved in the first phase of the project, through the consolidation of the micro projects already identified. In order to increase strategic and operational alliances, this will take place through an integrated and multi-sectoral focus.
- Include two new National Red Cross Societies from South America (Brazil and Chile).
- Disseminate the modules designed in the first phase of the project in each of the countries and translate the modules into English and Portuguese.
- Implement a Regional Training Strategy for the “Risk Reduction Community Education Tool Box – *Better be Ready*”, which will have the support of the GS/OAS, PAHO, CRID and other potential partners, at national and international level.
- Write an Introduction to each module and an outline illustrating the purpose of the tool box, how the modules fit together and how to use them.
- Design and update community risk reduction plans based on the diagnoses carried out at community level.
- Promote amongst communities and local authorities the use of the VCA diagnoses for future community development.
- Update the materials and tools on the International Federation web site for the Americas (www.cruzroja.org).

ARTICLE II OBLIGATIONS OF THE IFRC

2.1. IFRC shall provide to the GS/OAS the sum of CHF 64.950 (sixty four thousand nine hundred and fifty Swiss Francs), (hereinafter referred to as the Contribution”) according to the ProVention disbursements and by means of two deposits of 50% each of the total amount of the Contribution to the account specified by the GS/OAS coordinator identified in Article 5.1 of this Agreement and in accordance with the provisions of Article 4.1 of this Agreement. The first disbursement to the GS/OAS will be made within 15 days after the signing of this Agreement. The second disbursement to the GS/OAS will be made upon submission of the first report in accordance with the provisions of Article 3.6 of this Agreement. The budget contained in the Project document, which forms an integral part of this Agreement as Annex 1, shall express the amounts of the Contribution in the same currency in which the Contribution is made.

2.2. IFRC shall cooperate with the GS/OAS, its personnel, consultants, contractors in all matters necessary for the optimal execution of the Project.

2.3. The IFRC will organize, fund and lead:

- a) One regional planning meeting to be held in South America with the Brazilian and Chilean National Societies; and additional regional planning meetings including the following countries: Belize, Guatemala, Honduras, Costa Rica;

- b) One regional training workshop in Central America on the “Better be ready tool box” for both subregions;
- c) Six National fora (Four in Central America for the National Societies of Belize, Guatemala, Honduras, Costa Rica), and two in South America (Brazil and Chile).

The IFRC will be responsible for the logistical and organizational aspects of these workshops including covering their cost.

2.4. The IFRC will provide GS/OAS with all the training materials elaborated during phase one of the project for review, comments and improvement prior to use in the aforementioned workshops.

2.5. The IFRC during phase two of the project will promote the participation of potential new partners, including but not limited to:

- o The International Strategy for Disaster Reduction (“ISDR”) for publication and dissemination of activities in the ISDR magazine for the Americas and in the regional and national platforms.
- o The Centro de Prevención de Desastres de América Central (“CEPREDENAC”) and the Comité Andino para la Atención y Prevención de Desastres (“CAPRADE”) and other sub-regional organizations, for the exchange of experiences and promotion of the community diagnoses with the focal points of each country.
- o The Red Cross and Red Crescent Centre on Climate Change Centre and Disaster Preparedness.

ARTICLE III OBLIGATIONS OF THE GS/OAS

3.1. The GS/OAS through OAS-DSD shall contribute to executing the Project with the Contribution received from IFRC pursuant to Article 2.1 of this Agreement, and in particular the GS/OAS will be responsible for the following activities:

- (a) The OAS-DSD shall be responsible for providing IFRC with technical advice and expertise on natural hazards mitigation and by serving as a technical expert trainer in the workshops referred in Article 2.3 of this Agreement.
- (b) The OAS-DSD will review the training materials to be used in the workshop and provide comments and make suggestions to the IFRC for their improvement.
- (c) The OAS-DSD will share with its IFRC counterpart(s) relevant information about the School Retrofitting Project.
- (d) The OAS-DSD will participate in the IFRC Regional Planning Meetings, Training Workshop, and National Forums organized, funded and lead by the IFRC. This participation includes:
 - One regional planning meeting held in South America with the Brazilian and Chilean National Societies; and additional regional

planning meetings including the following countries: Belize, Guatemala, Honduras, Costa Rica;

- One regional training workshop in Central America on the "Better be ready tool box" for both subregions;
- Six National fora (4 Central for the National Societies of Belize, Guatemala, Honduras, Costa Rica), 2 South America (Brazil and Chile). The fora will be organized for each region in a consecutive manner

- (e) The OAS-DSD will disseminate the modules referred to in Article 1.2 and promote the participation of international organizations in the national and regional fora mentioned in Article 2.3, through the INDM. The fora will be organized for each region in a consecutive manner.

3.2. In order to execute the Project, the GS/OAS shall assign personnel and enter into contracts with such contractors and consultants as are required, in accordance with GS/OAS's rules and procedures. Any contracts or consultants required for the Project shall be paid for solely through the monetary contribution of the IFRC and within the limits of the IFRC contribution referred to in this agreement. The GS/OAS contribution shall be limited to in-kind contributions of staff time and expertise.

3.3. The GS/OAS shall present to IFRC a narrative and a financial report on the execution of the Project at least 15 days in advance of the deadline reporting dates established by ProVention, which are: January 31st 2008; July 31st 2008 and September 30th 2008.

3.4. Upon the expiration or termination of this Agreement, the GS/OAS shall reimburse to IFRC that portion, of any, of the financial contribution that has not been spent, subject to the provisions of Article 8.8 of this Agreement. The reimbursement shall be carried out by means of a bank transfer or a deposit to the bank account indicated by IFRC's Coordinator identified in Article 5.2 of this Agreement.

ARTICLE IV FINANCIAL PROVISIONS

4.1. The transfer of the Contribution to GS/OAS shall be carried out by means of check deposit or through bank transfers.

4.1.1. Transfer of the Contribution through check deposit shall be effected by sending the check or checks in the name of the *OAS General Secretariat* to the following address:

OAS General Secretariat
Department of Budgetary and Financial Services
Attention: Mr. Adam Blackwell
OAS General Secretariat Treasurer
GSB 4th Floor
1889 F St., NW,
Washington, DC 20006
U.S.A.

4.1.2. Transfer of the Contribution through bank transfers from outside the United States and Canada shall be effected using the following information:

Bank full name: Bank of America
Bank short name: Bank of America
ABA/Routing #: 0260-0959-3
Bank's address: 730 15th Street, N.W.,
Washington, D.C. 20005-1012, USA
Account number: 002080125354
Account name: OAS General Secretariat
*** Include one of the following: Project Name, Project Number and/or Recipient Area.**

4.1.3. Transfer of the Contribution through bank transfers from within the United States or Canada shall be effected using the following information:

Bank full name: Bank of America
Bank short name: Bank of America
ABA/Routing #: 054001204
Bank's address: 730 15th Street, N.W.,
Washington, D.C. 20005-1012, USA
Account number: 002080125354
Account name: OAS General Secretariat
*** Include one of the following: Project Name, Project Number and/or Recipient Area.**

4.1.4. In the event that the GS/OAS changes its bank account during the period in which this Agreement is in force, the GS/OAS Treasurer shall notify IFRC through its Coordinator identified in Article 5.2 of this Agreement, and IFRC shall conduct bank transfers to this new bank account upon receipt of the notice.

4.2. GS/OAS shall administer this Agreement in accordance with its norms and procedures. All financial activity associated with the Contribution shall be subject to audit, whether internally or outside of the GS/OAS. These audits shall be carried out in the context of a general review of GS/OAS's financial operations. The cost of any additional audit that may be requested by IFRC is expressly provided in the budget set out in Annex I to this Agreement, or shall otherwise be charged as a direct cost to the Project or be underwritten by IFRC. Any additional audits shall be coordinated by the relevant GS/OAS dependency.

4.3. In accordance with its rules, GS/OAS shall retain 12 per cent (%) of the Contribution, for indirect costs related to the Project.

4.4. Any interest derived from investment of the Contribution shall be applied to the indirect costs of the Project.

4.5. In the event that the period of this Agreement is extended, the Parties shall agree upon the percentages or payments applicable for additional GS/OAS indirect cost support as a result of that extension, recognizing that GS/OAS internal norms require indirect cost recovery at not less than 12 percent of project funding.

4.6. Any reduction in the financial resources of the Contribution with respect to the budget in Annex I of this Agreement, arising as a consequence from a devaluation of the currency in which the Contribution is made shall be accommodated through a commensurate contribution from the IFRC ProVention-funded project.

4.7. If, due to any circumstance beyond its control the GS/OAS finds itself unable to make use of the Contribution, for a period longer than thirty days, the GS/OAS may terminate this Agreement in view of the provisions of Articles 8.7 and 8.8 and without any responsibility on its part.

ARTICLE V COORDINATION AND NOTICE

5.1. Within the GS/OAS, the dependency responsible for coordinating GS/OAS activities under this Agreement is the Department of Sustainable Development and the Coordinator is Mr. Pedro Bastidas, Natural Hazards Specialist. Notifications and communications should be directed to the Coordinator at the following street address, fax and electronic mail:

General Secretariat of the OAS
Department of Sustainable Development
Pablo González, Chief, Natural Hazard Risk Reduction
1889 F Street, N.W. suite 711
Washington, D.C. 20006
United States of America
Tel.: (1-202) 458-3274
Fax: (1-202) 458-3560
Electronic Mail; pgonzalez@oas.org

5.2. The dependency responsible within the IFRC for coordinating the activities in this Agreement is the Delegation for the Americas Zone of which the Head is Mr. Jose Garcia – Lozano, and the deputy head is Mr. Xavier Castellanos.

All notifications, communications, correspondence and discussions regarding substantive and technical matters under this Agreement should be addressed to:

For Central America activities:

Mrs. Marjorie Soto Franco
Panama Regional Risk Reduction Delegate
International Federation of Red Cross and Red Crescent Societies
Office: + 507 3171300 /1301
Fax: + 507 3171304
Cell: + 507 66791284
Skype: masofr
E-mail: marjorie.sotofranco@ifrc.org

For South America activities:

Mr. Rolando Duran
Office: + 511 2218151
Fax: + 511 4413607

Cell: + 511 97555640
Skype: rolandodv
E-mail: rolando.duran@ifrc.org

5.3. All communications and notifications under this Agreement will be validly made only when they are sent by mail, facsimile, or electronic mail and are addressed to the Coordinators whose names are set out in Articles 5.1 and 5.2 of this Agreement; when the communications and notifications are transmitted by electronic mail they shall be valid if and when they are sent directly from the electronic address of the Coordinator of one of the Parties to the electronic address of the Coordinator of the other.

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

ARTICLE VI PRIVILEGES AND IMMUNITIES

6.1. Nothing in this Agreement constitutes an express or implied waiver by GS/OAS of the privileges and immunities of the OAS or the GS/OAS, its personnel and its assets, in accordance with the OAS Charter, relevant agreements, the laws of the United States of America, and pursuant to general principles and practices of international law.

ARTICLE VII DISPUTE RESOLUTION

7.1. Any dispute or complaint that may arise in conjunction with the application or interpretation of this Agreement, or the execution of the Project, shall be settled by direct negotiations between the Parties. If a solution satisfactory to both Parties cannot be reached then the Parties shall submit their differences to arbitration pursuant to the Arbitration Rules of the United Nations Commission on International Trade Law (UNCITRAL) or of the International Commercial Arbitration Commission ("IACAC") currently in effect. The place of arbitration shall be Washington D.C, U.S.A. The language in the proceedings shall be English unless the Parties agree otherwise. The three arbitrators or, as the case may be, the one arbitrator shall decide the dispute as *amiable compositeur* or *ex aequo et bono*. The arbitrator's decision shall be final, binding and not subject to appeal.

7.2. The law applicable to the arbitration proceedings and to this Agreement shall be the law of the District of Columbia, U.S.A.

ARTICLE VIII GENERAL PROVISIONS

8.1. The Parties agree to observe the highest ethical standards and administrative transparency in all actions and activities related to this Agreement. In addition, the GS/OAS, to the extent applicable and without prejudice to its privileges and immunities referred to in Article VI, and IFRC agree to comply with the provisions of the

Inter-American Convention Against Corruption and in the applicable norms of the country in which the programs, project and/or activities are executed in accordance with Article III. Failure to comply with this provision shall constitute grounds for anticipatory termination of this Agreement, pursuant to Article 8.7.

8.2. GS/OAS and IFRC retain sole control over the use of their respective names, emblems, and logos in accordance with applicable international and national law and the rules and regulations of the organizations. Any use of the name, emblem or logo of the other Party must have such organization's prior written approval.

8.3. Each Party shall be solely liable for and fully indemnify the other for damages suffered by the other Party due to its negligent and other wrongful acts and each Party shall be solely and fully responsible for the damages it causes to itself by such negligent and wrongful acts. Neither Party shall be liable to the other for punitive damages.

8.4. IFRC undertakes no responsibility in respect to life, accident, travel or any other insurance coverage of the personnel of, or consultants or expert engaged by, GS/OAS, or of the dependants of any such persons as may travel for the purpose of carrying out the Project or for claims by third parties resulting from carrying out the Project.

8.5. Modifications to this Agreement may only be made by mutual agreement in writing by the duly authorized representatives of the Parties. The instruments in which the modifications are set out shall be attached as annexes to this Agreement and shall form part of it.

8.6. This Agreement shall enter into force upon signature by the duly authorized representatives of the Parties and shall remain in force until Project activities have been completed, or the Agreement is terminated pursuant to Article 8.7


8.7. This Agreement may be terminated by mutual consent or by either of the Parties by written notice from one to the other with not less than thirty days notice. Notwithstanding the termination of this Agreement or MOU, project activities that have been duly financed shall be continued to completion unless the Parties mutually decide otherwise.

8.8. Termination of this Agreement shall not affect irrevocable obligations assumed by the GS/OAS with respect to the Project prior to receipt of the notice of termination. In this respect, such obligations shall be paid out of the financial resources of the Contribution, including the costs to the GS/OAS resulting from early termination of its services.

8.9. Articles VI and VII shall survive the expiry or the termination of this Agreement.

IN WITNESS WHEREOF, the undersigned, being duly authorized, have signed this Agreement in duplicate on the date and at the place indicated below:

**FOR THE INTERNATIONAL
FEDERATION OF RED CROSS AND
RED CRESCENT SOCIETIES:**

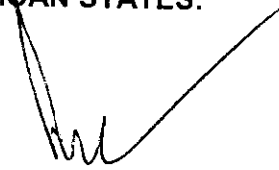


Thomas Gurtner
Acting Director
Coordination & Programme Division

Place: Geneva

Date: 30/12/07

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



Jose Miguel Insulza
Secretary General

Place: Washington

Date: 11/16/07