

Acuerdos Bilaterales

Clasificación: 69-2008

Fecha de Ingreso: 11 de febrero de 2008

Nombre de Acuerdo: Contract between the Norwegian Refugee Council and the General Secretariat of the Organization of American States on Logistical Support to the Norwegian Election Observer Group to the Observation Mission for the Elections in Colombia on October 28, 2007

Materia:

Partes: SG/OEA & Norwegian Refugee Council

Referencia: NRC

Fecha de Firma: 19 de octubre de 2007

Fecha de Inicio:

Fecha de Terminación:

Lugar de Firma:

Unidad Encargada:

Persona Encargada:

Original:

Claves:

Cierre del proceso:

CONTRACT

between

the Norwegian Refugee Council

and

the General Secretariat of the Organization of American States

on

LOGISTICAL SUPPORT TO THE NORWEGIAN ELECTION OBSERVER GROUP TO THE OBSERVATION MISSION FOR THE ELECTIONS IN COLOMBIA ON OCTOBER 28, 2007

1. Appointment

The Norwegian Refugee Council (hereinafter referred to as "NRC") hereby appoints the General Secretariat of the Organization of American States (hereinafter referred to as "GS/OAS") and GS/OAS accepts, the appointment on the conditions laid down in this Contract and in the Budget in Annex I, which is an integral part of this Contract.

2. Scope of the services

GS/OAS shall provide logistical and administrative support (hereinafter referred to as the "Service") to the Norwegian Election Observer Group, as listed in the budget Annex I, during the elections in Colombia on October 28, 2007.

3. Implementation of the Services

- 3.1 The Services shall be carried out with due diligence and efficiency and in accordance with recognized professional standards.
- 3.2 GS/OAS shall keep accurate and systematic accounts in respect of the Services and in accordance with professional standards.
- 3.3 GS/OAS shall promptly inform the NRC of any condition which interferes or threatens to interfere with the successful implementation of each assignment.

4. Reporting

A final report with financial statements for the Services shall be submitted to the NRC no later than one month after the end of the Election Observation Mission.

5. GS/OAS's remuneration

- 5.1 The total remuneration payable to GS/OAS under this Contract shall not exceed **USD 5000** - (*five thousand United States dollars*).
- 5.2 GS/OAS shall be remunerated for the Services performed and costs incurred according to the budget as specified in Annex I to this Contract.
- 5.3 The final expenses will be disbursed upon the presentation of an invoice to the NRC. A down payment of **USD 1000** - (*one thousand United States dollars*) will be made to GS/OAS upon signing this contract.

- 5.4 All payments under this Contract shall be made by the NRC directly to the GS/OAS's bank account, pursuant to the references provided as follows:

Bank of America
730 15 th Street, N.W
Washington, D.C 20005 – 1012
U.S.A

Bank phone: (202) 624 – 4789/624-1059
Bank fax: (202) 624-5510
Account number: 2080125354
Account name: General Secretariat of the OAS

Include: EOM-Colombia

- 5.5 In accordance with GS/OAS financial rules and regulations, twelve percent (12 %) of the NRC contribution shall be used by GS/OAS to cover indirect costs related to the administration of the contribution.

6. Delays

In the event of major delay in providing the Services, GS/OAS shall notify the NRC in writing. In its notification, GS/OAS shall state the reasons for the delay. It will exert its best efforts to reduce any additional costs caused by the delay. Where the delay was caused or significantly contributed to by GS/OAS, the extra costs shall be borne by GS/OAS.

7. Control of expenditure – changes

- 7.1 GS/OAS shall closely control the expenses incurred in the implementation of the Services and shall promptly inform the NRC in writing of any indications that the completion of the Services may imply an excess of the limitation in this Contract and present revised estimates.
- 7.2 The performance of Services under this Contract which would involve costs exceeding the total approved budget amount referred in section 5.1 above shall require written approval in advance from the NRC. Any excess cost incurred without approval shall be the responsibility of GS/OAS.
- 7.3 All amendments or modifications to this Contract shall be in writing and signed by both parties hereto.

8. Liability

The NRC shall not be liable – financially or in other ways – to firms or individuals engaged by GS/OAS under this Contract.

9. Compliance with local laws

GS/OAS shall comply with all applicable local laws in the country and ensure that its personnel in Colombia. It will take prompt and corrective action with regard to any violation thereof called to its attention.

10. Duration

The Contract shall enter into force upon its signature and shall remain in force until the final expenses referred to in Section 5.3 have been paid to GS/OAS by the NRC.

11. Termination

This Contract may be terminated by either party through advance written notice of thirty days.

12. Settlement of disputes


Any dispute between the parties or claim arising out of or in relation to the interpretation, application or performance of this Contract, including its validity or termination, or with regard to any further arrangement which may result thereof shall be settled amicably by negotiation between the Parties. In the event that such negotiation is unsuccessful, either Party may submit the dispute to arbitration. The arbitration will be carried out in accordance with the UNCITRAL arbitration rules. The arbitration decision will be final and binding.

13. Miscellaneous

Nothing in this Agreement constitutes an express or implied waiver of the privileges and immunities of the GS/OAS in accordance with the OAS Charter, relevant agreements, applicable national law or general principles and practices of international law.

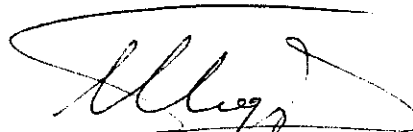
Signed on the 19th of October in 2007 in two copies in English.

For the Norwegian Refugee Council



Head of the Emergency department
Benedicte Giæver

For the General Secretariat of the
Organization of American States



Title SECRETARY GENERAL
Name JOSE MIGUEL INSULZA

**ORGANIZATION OF AMERICAN STATES
SECRETARIAT FOR POLITICAL AFFAIRS
ELECTORAL OBSERVATION MISSION IN COLOMBIA
BUDGET PROPOSAL
oktober 28, 2007**

	# People	Time	Amount	Total
Deployment and Undertaking of the Mission (October 24-November 1, 2007)				
I. Local Travel and Transportation				
Local Travel Airfares				
Vehicle Rental - Observers (includes chofer, gas & Insurance)	2		300	600
Vehicle Maintenance	2	6	300	3 600
				70
Subtotal				4 270
EQUIPMENT				
II. Equipment				
Monitoring Service per vehicles				
Rental of Cellulars	2		40	80
	2		50	100
Subtotal				180
COMMUNICATIONS				
III. Communications				
Cellular / Satellite Telephone Service				200
Total Communications				200
OFFICE RENTAL AND MAINTENANCE				
IV. Office rental and Supplies				
Office supplies				30
Total Office and Maintenance				30
MISCELLANEOUS				
V. Miscellaneous expenses				
Training of Observers				
OAS Vehicle Magnets	1			200
Observers Kits				28
	1		35	70
Total Miscellaneous				298
GRAND TOTAL WITHOUT CONTINGENCY FUNDS				
				4 978

R167