

Acuerdos Bilaterales

Clasificación: 77-2004

Fecha de Ingreso: 31 de agosto de 2004

Nombre de Acuerdo: Provention Consortium Project Agreement

Materia: Medio Ambiente

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

Referencia: IFRCRCS

Fecha de Firma: 27 de julio de 2004

Fecha de Inicio:

Fecha de Terminación:

Lugar de Firma:

Unidad Encargada: Unidad para el Desarrollo Sostenible y el Medio Ambiente

Persona Encargada: Thomas Scott Vaughan

Original:

Claves:

Cierre del proceso:

INTERNATIONAL FEDERATION OF RED CROSS
& RED CRESCENT SOCIETIES

PROVENTION CONSORTIUM PROJECT AGREEMENT

This Project Agreement is entered into between the International Federation of Red Cross and Red Crescent Societies (hereinafter referred to as the "FEDERATION") and the Secretariat of the Organization of American States (hereinafter referred to as the "PROJECT PARTNER").

The Agreement concluded between the PROJECT PARTNER and the FEDERATION is in regards to the Work Plan of Activities of the ProVention Consortium (hereinafter referred to as "ProVention").

WHEREAS the FEDERATION acts as host agency responsible for the ProVention Consortium Secretariat and FEDERATION administered ProVention project funds.

WHEREAS the FEDERATION desires to work in partnership with the PROJECT PARTNER to implement the ProVention project, "**Community based Vulnerability and Capacity Assessment (VCA) in Central America**".

WHEREAS the PROJECT PARTNER, in collaboration with the IFRC/Regional Delegation in Panama and RC National Societies in Belize, Costa Rica, Honduras and Guatemala as set out in the project documents agrees to participate in the Project as set out below;

NOW THEREFORE, the Parties hereto agree as follows:

I. The Project

- a) The PROJECT PARTNER shall implement the project which is described in the attached proposal (**Attachment 1**) and which is referred to hereinafter as the "Project". The said attachment forms an integral part of this Agreement.
- b) The Project shall be identified by the Project name "Community based Vulnerability and Capacity Assessment in Central America" and all correspondence and financial records relating thereto shall bear this Project name.

II. Duration

The PROJECT PARTNER shall begin the implementation of the Project no later than 31 July 2004 and shall complete the implementation by 30 December 2006 subject to acceptance by the FEDERATION of the PROJECT PARTNER's final report.

III. Financial provisions

- a) The FEDERATION shall reimburse the costs incurred by the PROJECT PARTNER in the implementation of the Project in accordance with this Agreement, up to a maximum amount

of CHF 72,150 (Seventy two thousand and one hundred and fifty Swiss francs), subject to the restrictions set forth below.

- b) All payments will be made in Swiss Francs and deposited into the PROJECT PARTNER's bank account, detailed as follows:

Bank account name and number:

GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES

Account No: 002080125354

Bank name and address:

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

- c) Subject to the other provisions of this Agreement, payments shall be made as a Provention Consortium contribution towards the Secretariat of OAS as follows:
 - Swiss Francs 28,350 upon signature of this Agreement;
 - Swiss Francs 43,800 by 15/01/2005.
- d) The payment is contingent upon the PROJECT PARTNER fulfilling all of its obligations under this Agreement, including financial and progress reporting obligations. A final financial statement must be submitted within 30 days of completion of the Project and any unused balance of funds remaining unspent returned to the FEDERATION unless otherwise agreed by the FEDERATION.
- e) The funds provided by the FEDERATION may be used only in accordance with the budget set out in **Attachment 1** for expenditures that are necessary or desirable for implementing the Project in the manner described in **Attachment 1**.
- f) The PROJECT PARTNER may, on its own initiative, increase or decrease the amounts allotted to individual budget components (expenditure heads) in the budget set forth in **Attachment 1** by up to ten percent, without prejudice to the overall amount specified in Article III (a) above. Any other variation of the budget components shall require the prior written approval of the FEDERATION and ProVention Secretariat.
- g) The PROJECT PARTNER shall maintain readily accessible information and documentation on the progress and implementation of the Project and the use made of the funds provided by the FEDERATION. To this end, the PROJECT PARTNER shall maintain separate accounts recording all receipts and expenditure of the funds and ensure that any obligations entered into and all disbursements made are satisfactorily documented by receipts or other bona fide documentation.
- h) The rights and obligations of the PROJECT PARTNER are limited to the terms and conditions of this Agreement.

IV. Operational provisions

- a) The PROJECT PARTNER shall avail itself of the advisory and support services of and generally act in consultation with the staff of the ProVention Consortium Secretariat.
- b) In regards to all press statements or any other media materials related to this project the Parties shall consult with each other to ensure proper attribution is given.
- c) The PROJECT PARTNER assumes full responsibility for the implementing partners and/or service providers it engages in terms of implementing this Agreement.

- d) The PROJECT PARTNER shall be responsible for the procurement of all supplies and equipment under the Project, unless it has been agreed that procurement shall be done by the FEDERATION.
- e) The PROJECT PARTNER shall ensure that its procedures for awarding contracts and for the purchase or hire of goods, equipment, commodities and services under this Agreement safeguard the principles of awards being made on an assessment of competitive quotations or bids, and meet all applicable donor requirements as conveyed by the FEDERATION to the PROJECT PARTNER.
- f) The PROJECT PARTNER, if so required, shall facilitate the financial and operational audit of the Project by persons so designated by the FEDERATION. The PROJECT PARTNER shall make available without restriction certified copies of all relevant financial and operational information, as well as certified statements of account, relating to the Project to persons so designated by the FEDERATION and provide satisfactory explanations to all queries arising in connection therewith,
- g) The PROJECT PARTNER's personnel performing services related to this Agreement, shall in no way be considered employees of the FEDERATION, which assumes no responsibility in respect of life, health, accident, travel or any other insurance coverage and any security clearance which may be necessary.
- h) The PROJECT PARTNER shall be solely responsible for complying with applicable national laws and for dealing with claims by third parties arising from its implementation of this Agreement.
- i) The PROJECT PARTNER shall submit the following reports to the FEDERATION:
 - a. Quarterly progress reports.
 - b. Six monthly narrative report and financial statement.

V. Final provisions

- a) The Parties commit to ensuring compliance as far as possible with the IASC Statement and Plan of Action for Protection from Sexual Abuse and Exploitation in Human Crises as well as the SPHERE standards for Humanitarian Action.
- b) The Parties agree to use their best efforts to ensure the highest service and accountability to beneficiaries, donors, Governments and other Stakeholders, as well as to respect the reputation and fundamental principles of the other Party and partners.
- c) Each of the Parties retains sole control over their names, emblems and logos in accordance with applicable international and national law and the rules and regulations of the organization. Any use of the name, emblem or logo of the other Party must have such organization's prior written approval.
- d) This Agreement shall not be construed in any way as a legal partnership or joint venture between any of the Parties. Each Party remains solely liable for the acts or omissions of their personnel and agrees to defend, hold harmless and indemnify the other Parties, its agents, directors or staff members against any legal liability, cost or expense (including reasonable attorney's fees and court costs) arising from the acts or omissions of the indemnifying Party, their agents, directors or staff members. The Parties agree to work together to provide all information and cooperation necessary to secure the best outcome for all concerned.
- e) Any dispute relating to the interpretation or application of this Agreement shall, unless amicably settled, be subject to conciliation. In the event of failure of the latter, the dispute

shall be settled by arbitration. The arbitration shall be conducted in accordance with the modalities to be agreed upon by the parties, or, in the absence of agreement, with the rules of arbitration of the International Chamber of Commerce. Arbitration shall be in Geneva, in the English language. The parties shall accept the arbitral award as final.

- f) If during the period covered by this Agreement, the PROJECT PARTNER is prevented from carrying out its obligations under this Agreement, this fact shall be reported by the PROJECT PARTNER to the FEDERATION immediately. The FEDERATION shall decide what arrangements, if any, shall be made to further implement or curtail this Project. Either party may rescind this Agreement in the case of a serious violation by the other party, which is not rectified within a reasonable time after it has been drawn to the latter's attention.
- g) If the PROJECT PARTNER discontinues the activities covered by this Agreement, it shall return any uncommitted funds provided by the FEDERATION and dispose of all assets procured with the FEDERATION funds in accordance with the FEDERATION's directions.
- h) Nothing in this Agreement shall imply a waiver or by the PROJECT PARTNER nor of the FEDERATION or its membership of any privileges or immunities enjoyed by them.
- i) Any official notices required under this Agreement shall be in writing and shall be delivered personally or sent by registered or certified mail, prepaid, or telex or facsimile to the following addresses:

To the FEDERATION:
17 chemin des Crêts
Case Postale 372
1211 Geneva 19
Switzerland

Telephone: +41(22)730 42 22
Facsimile: +41(22)733 03 95
Telex: 412 133 FRC CH

To the PROJECT PARTNER:
Organization of American States
1889 F Street, NW
Washington, DC 20006
USA

Telephone: +1 202 458 6295
Facsimile: +1 202 458 3560/3168

or such other addresses as either party shall have notified the other party. Any such communication shall be deemed to have been given or made on the date such letter was hand-delivered, registered or transmitted from the sender's facsimile operator, but any assumption of actual notice shall be subject to rebuttal to show that it has not actually been received.

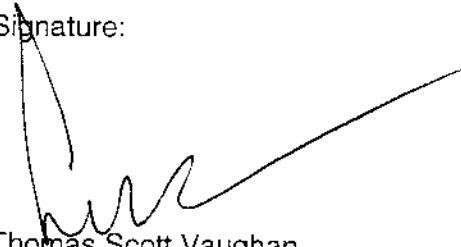
IN WITNESS WHEREOF the duly authorized representatives of the Parties have signed this Agreement.

SIGNED on behalf of the FEDERATION PARTNER

SIGNED on behalf of the PROJECT

Signature:

Signature:



Eva von Oelreich

Thomas Scott Vaughan

Head

Director

*Disaster Response and Preparedness
Department*

*Unit for Sustainable Development and
Environment*

Date: 12 July, 2004

Date: 27 July 2004



PROJECT OUTLINE

IFRC-OAS Community-based Vulnerability and Capacity Assessment (VCA) in Central America

Tool Kit Development: OAS Consultant Terms of Reference

Under the supervision of senior OAS/USDE personnel, and with input from senior OAS/USDE technical staff, and during an 18 month period, the consultant will:

- In consultation with IFRC staff, review existing technical materials covering combinations of community-based vulnerability assessment and mitigation measures to earthquakes, drought, floods, hurricanes, and landslides as they relate to low-rise schools, community primary health care facilities, one and two-storey community centers, and potable water systems.
- Based on that review, draft technical material for use in the IFRC VCA tool box, in consultation and coordination with IFRC project coordination to ensure compatibility with the desired level and image of the assessment and mitigation tools. The consultant will advise IFRC coordinators of any issues related to the use by the IFRC of the technical materials selected for the tools.
- In coordination with IFRC and NS project coordination, participate in up to three workshop/training activities in each of four pilot countries, developing as necessary training presentation materials related to the selected assessment and mitigation tools to prepare NS staff and volunteers to carry out pilot activities using the draft tool materials in their respective countries. Participate in the evaluation of the workshop/training activities.
- Based on input from the workshop/training activities and in coordination with the IFRC staff, redraft the technical content of assessment and mitigation tool materials.
- Following review by IFRC and NS staff, make a final review of the draft assessment and mitigation tool materials.
- In coordination with IFRC and NS staff, participate in up to three field technical coordination meetings, as well as in teleconferences, telephone calls and electronic mail exchanges as needed for the successful development of the technical materials.

Programme budget - OAS as part of the IFRC-OAS VCA Tool Kit Project

description		details	CHF		
			2004	2005	TOTAL
EXPENDITURE					
CAXB	Supplies				
500	shelter & construction				
550	teaching materials				
560	utensils & tools				
	sub-total				0
CAXD	Capital expenses				
580	computer & telecom equipment				
587	medical equipment				
589	other capital expenditures				
	sub-total				0
CAXF	Transport & storage				
590	warehousing & distribution				
593	transport & vehicle costs				
	sub-total				0
CAXH	Personnel				
600	expat staff				
640	local personnel				
670	consultants	1 half-time equivalent @ 5,500/month for 18 months	11,250	29,250	49,500
	sub-total		13750	35750	49500
CAXJ	Workshops & seminars				
680	Workshops & training				
	sub-total				0
CAXL	General expenses				
700	travel & related expenses	During 18 months, 3 coordination/supervision trips (1-3 countries) @ 1,200/trip; 6 workshop/training/technical drafts trips (2-3 countries) @ 2,250/trip	11,100	6,000	17,100
710	information (including printing costs)		600	300	900
720	publications - books		250	50	300
730	general office costs		250	500	750
740	communication costs (tel, fax, etc.)		600	1200	1,800
750	professional fees (audit, interpretation, photographer fees, etc.)				
755	other general costs	2.5% internal administration fee	1800		1,800
	sub-total		14600	8050	22650
TOTAL EXPENDITURE BUDGET			28350	43800	72150