

Acuerdos Bilaterales

Clasificación: 83-2004

Fecha de Ingreso: 30 de setiembre de 2004

Nombre de Acuerdo: Agreement between SIDA and the General Secretariat of the Organisation of American States on Support of OAS Program for Democratic Values and Political Management (PVDGP) in Guatemala during 2004-2007

Materia: Observación electoral/Democracia

Partes: SG/OEA y Swedish International Development Cooperation Agency

Referencia: SIDCA

Fecha de Firma: Septiembre de 2004

Fecha de Inicio: Septiembre de 2004

Fecha de Terminación: 31 de junio de 2008

Lugar de Firma:

Unidad Encargada: UPD

Persona Encargada: Elizabeth Spehar

Original:

Claves:

Cierre del proceso:

APPROVED BY THE BOARD OF
SECRETARY GENERAL OF THE
ORGANIZATION OF AMERICAN STATES
WASHINGTON, DC
SEPTEMBER 2004

Sida Contribution No:
72600444-01

AGREEMENT BETWEEN SIDA AND THE GENERAL SECRETARIAT OF THE ORGANISATION OF AMERICAN STATES ON SUPPORT OF OAS PROGRAM FOR DEMOCRATIC VALUES AND POLITICAL MANAGEMENT (PVDGP) IN GUATEMALA DURING 2004-2007.

ARTICLE 1 THE PARTIES

The parties to this Agreement are the Swedish International Development Cooperation Agency (Sida) and GS/OAS.

A The Swedish International Development Cooperation Agency, Sida

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Dept/Unit: Embassy of Sweden
Responsible Officer: Juana María Camposeco
Telephone: (+ 502) -384 73 00
Fax: (+ 502) -384 73 50
E-mail: Juana-maria.camposeco@foreign.ministry.se

B The General Secretariat of the Organization of American States-
GS/OAS

Address: 1889 F Street, Suite 663, Washington, D.C. 20006
Contact person: Elizabeth Spehar
Telephone: (202)458-3589
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E-mail: espehar@oas.org

ARTICLE 2 SCOPE AND OBJECTIVES OF THE AGREEMENT

GS/OAS intends to carry out a project/programme known as **OAS PROGRAM FOR DEMOCRATIC VALUES AND POLITICAL MANAGEMENT (PVDGP) IN GUATEMALA DURING 2004-2007** in accordance with the project description in Democratic values and Political Management (PVDGP) dated October 27, 2003 as well as the complement sent to the Embassy on 2004-07-12 (Annex 1)

The objective(s) of the project/programme are:

- The promotion of the practice of modern democratic values and political management in the Political Parties and the Party System in Guatemala to increase its levels of institutionalism, representation and legitimacy.

- To promote the development of democratic practices and values in Guatemala, through the strengthening of political parties.

ARTICLE 3 THE SWEDISH CONTRIBUTION

From the attached project document and budget, Annex 1, the total costs of the project/programme are three million six hundred and three thousand eight hundred sixty nine United States dollars (3 603 869 USD).

Subject to parliamentary appropriation of funds Sida shall make available an amount not exceeding SEK 9 000 000 (Nine Million SEK) for the implementation of the programme for the period July 19, 2004 to June 31, 2008.

The Grant shall include overhead costs for use by GS/OAS in Washington of not more than 4 percent of operational costs.

GS/OAS has the entire responsibility to carry out the program and to achieve its planned results with efficient procedures and the best use of the financial resources provided by Sida.

ARTICLE 4 UNDERTAKINGS BY GS/OAS

GS/OAS undertakes:

1. to plan, implement and monitor the project/programme
2. to provide resources as specified in this Agreement.
3. to provide the necessary professional and administrative support, personnel services and any other resources required for a successful implementation of the programme.
4. to ensure that administration and internal control of project resources are adequately carried out.
5. to fulfil the following obligations of the project document and the Agreement.
6. the implementation of the project/programme shall be organised under responsibility of GS/OAS as described in the project document (appendix No.1).

ARTICLE 5 CONDITIONS FOR THE USE OF THE SWEDISH CONTRIBUTION

The Swedish contribution may only be used for the implementation of the programme as specified in the project document on **OAS PROGRAM FOR DEMOCRATIC VALUES AND POLITICAL MANAGEMENT (PVDGP) IN GUATEMALA DURING 2004-2007** dated October 27, 2003

as well as the complementary document dated July 12, and the attached budget (Annex 1).

Only costs for activities carried out during the period from July 19, 2004 to December 31, 2007 may be financed from the Swedish contribution. After the latter date, no contribution under this Agreement shall be payable.

Funds not utilised for financing activities before December 30, 2007 shall be repaid to Sida within three months of that date (See Article 10).

Should circumstances arise that call the feasibility or validity of the programme into question or cause GS/OAS to make major changes in its objectives, or if GS/OAS decides to make any substantial deviation from the plan presented, GS/OAS must obtain Sida's written approval before continuing the project/programme or before implementing such changes.

Sida may decide to withhold the disbursement, wholly or in part, if substantial deviations from the presented plan and budget occur, the main programme objectives are imperilled, reports are not delivered as agreed or the programme develops unfavourably in any other important respect in terms of the objective(s). Before taking such a decision, Sida shall initiate discussions with GS/OAS.

Sida and GS/OAS agree to co-operate on preventing corruption within and through the programme and undertake to take rapid legal measures to stop, investigate and charge any party suspected on good grounds of corruption or other wilful misuse of resources.

When reports, studies and other information are produced, Sida's cooperation as financier shall be indicated. Sida's name may not be used in such a way that Sida can be regarded as having contributed to or vouching for the content. Sida shall, at its sole discretion, have the right to copy and distribute information and educational material that GS/OAS has produced under this Agreement.

In the case of the termination by Sweden, GS/OAS shall be reimbursed by Sweden for any funds irrevocably committed in good faith by GS/OAS to third parties pursuant to this Agreement or other agreements between the Parties before the date of GS/OAS receipt of the termination note. GS/OAS may deduct that reimbursement from any funds already advanced to GS/OAS by Sweden but not otherwise expended, before returning the remainder of those funds advanced by Sweden.

ARTICLE 6 PROCUREMENT AND CONTRACTING

GS/OAS's written Procurement Regulation as presented to Sida together with this Agreement shall apply to the procurement of goods, works and services carried out by GS/OAS, or an agency/consultant appointed by GS/OAS.

Swedish suppliers of goods and services shall be given the same opportunities to participate in the bidding as other suppliers. Local and regional suppliers of goods and services shall be encouraged to submit tenders.

No offer, gift or payment, consideration or benefit of any kind that would or could be construed as an illegal or corrupt practice shall be accepted, either directly or indirectly, as an inducement or reward for the award or execution of contracts financed within this program.

Sida may carry out checks on procurements. The check may take the form of a procurement audit. GS/OAS shall provide Sida with all the necessary documentation.

The attached procurement guidelines, Annex 2, shall apply to the procurement of goods, works and services.

Tender documentation, including all published procurement notices, shall be prepared in Spanish language.

At the request of either of the parties, consultations shall be held on any matter relating to procurement.

ARTICLE 7 ENVIRONMENTAL IMPACT

This program will not have an environmental impact. However GS/OAS is responsible for the implementation of the recommendation of the Ministry of Environment and Natural Resources on the environmental impact.

The implementation shall be followed up in the monitoring and evaluation activities of the program as mentioned in page 18 of the Sida assessment.

ARTICLE 8 PLANNING, REVIEW, REPORTING AND EVALUATION

1. An **Annual Review Meeting** shall be held no later than March 31, after submitting the Annual Narrative and Financial reports of each year. The first Narrative and financial reports shall be submitted before the 31 of January, 2005. The Parties shall agree on the forms and frequency of Intermediate Review Meetings. **Agreed Minutes** shall be prepared and signed before a Review Meeting is closed.
2. An **Annual Progress Report** including an **Annual Work Plan** and an **Annual Financial Report** shall be submitted to Sida no later than 45 days after the end of the financial year. GS/OAS shall present Sida with an annual work plan (POA) for the year 2004 before of 31 of September 2004. The annual operational plan for the year 2005 shall be send together with narrative and financial report of 2004. These plans shall include detailed programming for the use of the Swedish funds and a specific strategy for how to ensure the aspect of gender equality and indigenous people in the program.

3. The report shall be based on the statement of accounts and cover revenue and expenditure as compared to budget for the entire operation including all sources of financing. Intermediate financial reporting routines shall be agreed between the Parties taking into account, that a financial report duly certified by the Department of Financial Services of the GS/OAS is a requirement for disbursements under the provisions of Article 8.
4. A **Completion Report** shall be submitted to Sida in draft no later than 45 days before the Final Review Meeting. After joint consideration of the draft, the report shall be amended and finalised and submitted to Sida within 45 days of the meeting. If the Final Review Meeting is for some reason not to be held, the Draft Completion Report shall be submitted to Sida no later than 30 of July of each year of the program and the Final Completion Report within 45 days of receiving comments.
5. An **In-Depth Review** (and/or) **Evaluation** shall be carried out during 2005 and the final evaluation shall be carried out during 2007. The parties shall agree on the terms of reference and the procedures for its implementation during the preceding annual review meeting.

GS/OAS shall furnish Sida with financial and narrative reports as follows:

1. Financial report

Financial reports shall be submitted to Sida every year no later than 45 days after the end of the calendar period. These financial reports shall cover the total cost of the programme and show how the contribution from Sida has been used. The first financial report shall cover from July 2004 to December 31, 2004 and shall be submitted to Sida no later than February 15, 2005. Subsequent reports shall cover one calendar year from January to December of each year.

The final financial report shall cover the whole programme and present how Sida's share of total funding has been used. GS/OAS shall submit this report to Sida no later than March 31, 2008.

The final financial report shall be audited by a Chartered Accountant in accordance with internationally accepted audit standards. The accountant shall be external and independent of GS/OAS.

2. Narrative report

GS/OAS shall prepare reports covering the activities performed and the results obtained by the programme. Such reports, in two copies, shall, except for the period from July through December 31, 2004, cover one year (January to December) and be submitted to Sida no later than March 31 of each year.

The reports shall be analytical and summarize to what extent the objectives of the program have been achieved as well as the level of expected impact. It is important to include a presentation of difficulties and shortcomings and a discussion of possible remedies.

The final report shall be submitted to Sida no later than March 31, 2008 and shall summarise the whole programme and state to what extent the objectives have been achieved, as well as the level of expected impact.

GS/OAS shall promptly inform Sida if reports and plans cannot be submitted as agreed. Annual Review Meetings will not be held and new funds will not be disbursed until the required documents have been received.

Irrespective of agreed reporting routines, the parties shall promptly inform each other if a situation arises that makes it likely that the programme will not be carried out as agreed.

GS/OAS shall give Sida all information on the Project and on the use of the resources provided by Sida that Sida may reasonably request in addition to information contained in the reports. GS/OAS shall also, as far as it is within its power, enable representatives of Sida to visit and study the various activities of relevance for Sida's follow-up of its Contribution and the Project's impact, and enable such representatives to inspect the Project's property, goods, records and documents.

Audited accounts and other relevant documents shall be kept for ten years after the last disbursement of the Contribution according to this Agreement.

ARTICLE 9 DISBURSEMENT

The Swedish contribution shall be disbursed as follows:

- SEK three Million (3 000 000) shall be available for disbursement upon signature of the Agreement and request for payment by GS/OAS in 2004. Authorized to sign the requisition on behalf of the GS/OAS is Elizabeth Spehar, the Executive Coordinator with proper delegation of authority from the OAS Secretary General.
- SEK three Millions (3 000 000) shall be available for disbursement in 2006, after Sida may approved the second narrative and Financial reports (2005) of the implementation as well as the external audit and the next annual work plan of the program.
- The disbursement shall correspond with costs incurred and the total amount disbursed to GS/OAS may not exceed SEK 9 000 000.

A prerequisite for disbursement is that the requirements in Articles 3, 7, 8 must be fulfilled and that progress and financial reporting as provided in Article 7 be submitted by GS/OAS and approved by Sida. Each disbursement request must include or refer to a financial report on the use of all previously disbursed contributions. No disbursement can be made until Sida has approved the request.

Disbursements of contributions shall only be made against a disbursement request in original from GS/OAS. The persons authorized to sign the disbursement request on behalf of GS/OAS are the Executive Coordinator of the Unit for the Promotion of Democracy. GS/OAS shall inform Sida of any new nomination.

Sida shall make the disbursement within 30 days of receipt of the request from GS/OAS.

The disbursement request shall contain the following information and the disbursement shall be made accordingly:

- the word "disbursement request" shall be included in the heading
- the Sida Contribution No. 72600444-01
- the name of the project/programme, the requested amount in SEK
- the recipient's bank, bank address, account number/IBAN No, account-holder, clearing number/sort code, SWIFT-code and currency of the account
- financial report on use of previous disbursements or reference to such report.

The disbursement request shall be signed by the authorised GS/OAS representative and addressed to the Responsible Officer at Sida.

GS/OAS shall deposit Sida's contribution in GS/OAS main Bank Account as with all voluntary contributions. Under this Agreement the final financial report shall provide information on accrued interest. Accrued interest shall be refunded to Sida by Organization of American States within three months of the end of the project/programme.

Under this Agreement, Sida may decide to withhold the disbursement, wholly or in part, if substantial deviations from the presented plan and budget occur, if the main project objectives are endangered, if reports are not delivered as agreed or if the project develops unfavourably in terms of the objectives in any other important respect. Before taking such a decision, Sida shall initiate discussions with GS/OAS.

ARTICLE 10 AUDIT

The programme shall be audited annually by GS/OAS as part of its annual external audit commissioned by its Board of External Auditors. The audit shall be carried out by an external, independent and qualified auditor. The audit shall be carried out in accordance with international standards issued by the International Federation of Accountants (IFAC). The terms of reference for the audit and the selection of auditor shall be approved by Sida.

Sida retains the right to request an audit at its own expense. In the event an audit is requested by Sida the Department of Financial Services of the GS/OAS shall coordinate such audit as mandated by its rules and regulation. The cost of such audit shall be borne by the project.

The Audit Report shall express an opinion whether the submitted Annual Financial Report is correct and gives a true and fair view of the activities of the project/programme and whether the execution has complied with the rules and conditions governing the use of funds as expressed or referred to in this Agreement.

The auditor shall submit a Management Letter, which reviews the management and the internal control system of the programme. The letter shall state which measures have been taken as a result of previous audit reports/management letters and whether measures taken have been adequate to deal with reported shortcomings.

If requested by Sida the audit shall also cover the progress report of the programme.

GS/OAS shall submit the Audit Report and the Management Letter to Sida as soon as it has been received from the auditor; and no later than 45 days after the end of annual period. A management response shall be produced by the implementing agency and submitted to the auditor and to Sida within three weeks after having received the said documents from the auditor.

GS/OAS shall co-operate with and assist Sida in the performance of any additional audits, follow-ups and financial studies that Sida may request.

ARTICLE 11 REFUND OF INTEREST INCOME AND/OR UNSPENT BALANCES

The final financial report shall provide information on interest income. Interest income shall be refunded to Sida by GS/OAS within three months of the end of the programme, unless otherwise agreed.

For the refund to Sida of interest income and/or unspent balances the bank instructions are as follows:

Account number: 15634-9

Account holder: Swedish International Development Cooperation Agency
(Sida)

Bank address: S-105 06 Stockholm, Sweden

IBAN: SE91 9500 0099 6034 0015 6349

Swift Code: PGSISESS

Transfers can be made to the account via Swift in any currency.

In the notice to Sida, reference shall be made to the Sida contribution ID (72600444-01). The information shall also specify interest income and unspent balances.

ARTICLE 12 ARBITRATION AND APPLICABLE LAW

Disputes between the parties that cannot be settled amicably shall be settled through arbitration. The arbitration shall be performed in accordance with the UNCTRAL Arbitration Rules. One sole arbitrator shall be appointed. The arbitrator shall have full powers to make a final and binding decision. The place of the arbitration shall be Washington, D.C. and the language used in the arbitration proceedings shall be English.

Nothing in this Agreement constitutes a waiver of the privileges and immunities under law of either Party or their personnel.

ARTICLE 13 DELEGATION OF POWERS/REPRESENTATION

The representatives of the Parties and their addresses for purposes of this Agreement are:

In matters concerning changes and amendments to the agreement:

Hans Magnusson may represent Sida.

Address: 8a. Av. 15-07, Zona 10, Guatemala City.

Dept/Unit: Embassy of Sweden

Telephone: (+ 502) -3847300

Fax: (+ 502) - 3847350

E-mail: hans.g.magnusson@foreign.ministry.se

Elizabeth Spehar, Executive Coordinator, may represent GS/OAS,

Address: 1889 F Street, Suite 663, Washington, D.C. 20006

Telephone: (202) 458-3589

Fax: (202) 458-6250

E-mail: espehar@oas.org

In matters concerning the implementation of this program/project:

Juana María Camposeco, program officer at the Embassy of Sweden may represent Sida,

Address: 8a. Av. 15-07, Zona 10
Dept/Unit: Embassy of Sweden
Telephone: (+ 502) -3847300
Fax: (+ 502) -3847350
E-mail: Juana-maria.camposeco@foreign.ministry.se

Eduardo Nuñez, General Coordinator of PVDGP at OAS/ Guatemala, may represent GS/OAS,

Address: Edificio Euro plaza, Torre II, Nivel 8, Oficina 803, 5a. Avenida. 5-55, Zona 14, Guatemala.
Telephone: (+502) 3853359 al 62
Fax: (+502) 3853363

ARTICLE 14 ENTRY INTO FORCE AND TERMINATION

This Agreement shall enter into force upon signature by both parties and remain valid until June 31, 2008 unless terminated earlier by the provision of not less than three months' written notice by Sida or GS/OAS.

In the event of termination by Sida the termination shall not apply to funds irrevocably committed in good faith by GS/OAS to third parties before the date of the notice of termination, provided that the commitments were made in accordance with this Agreement.


In case of serious breach of the Agreement, Sida may terminate the Agreement with immediate effect.

In the event of termination by GS/OAS, no funds shall be made available for activities after the expiry of the Agreement.

ARTICLE 15 EFFECTIVE DATE

This Agreement shall become effective on the date of its signature and shall remain valid until June 31, 2008.

Two originals of the text of this Agreement, written in the English language, have been signed, of which the parties have taken one each.



Guatemala, September 2004

Washington, D.C.

14 September 2004

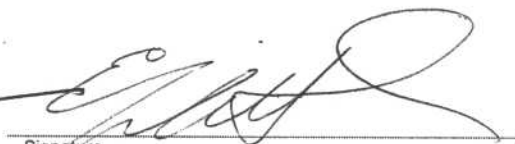
Place and date

Place and dateFor the Swedish International
Development Cooperation
Agency (Sida)

For GS/OAS



Signature

María Leissner
Ambassador
Embassy of Sweden in
Guatemala

Signature

Elizabeth Spehar
Executive Coordinator
Unit Promotion of the Democracy
OAS/Washington, D.C.

ENCLOSURES:

1. Program document and budget
2. Procurement guidelines.
3. Annual operational plan (POA) for the year