

## Acuerdos Bilaterales

Clasificación: 89-2004

Fecha de Ingreso: 13 de octubre de 2004

Nombre de Acuerdo: Subcontract award notification - Center for Civic Education

Materia: Observación electoral/Democracia

Partes: SG/OEA & Center for Civic Education

Referencia: CCE

Fecha de Firma: 22 de septiembre de 2004

Fecha de Inicio:

Fecha de Terminación:

Lugar de Firma:

Unidad Encargada: UPD

Persona Encargada: James Harding

Original:

Claves:

Cierre del proceso:



## Center for Civic Education SUBCONTRACT AWARD NOTIFICATION

Funded by the United States Department of Education  
under the Education for Democracy Act approved by the United States Congress

1	<b>RECIPIENT:</b>  General Secretariat of the Organization of American States, through its Office for the Promotion of Democracy	4	<b>AWARD NUMBER:</b>  Civitas Latin America R5304A020008
2	<b>PROJECT TITLE:</b>  Inter-American Seminar on Education for Democracy	5	<b>AWARD PERIOD:</b>  September 21, 2004 – December 31, 2004
3	<b>PROJECT STAFF:</b>  Oscar E. Cruz, Program Manager, Center for Civic Education  Pablo Zuniga, Senior Specialist, Office for the Promotion of Democracy, General Secretariat of the Organization of American States	6	<b>AUTHORIZED FUNDING:</b>  \$48,492 USD

This **MEMORANDUM OF AGREEMENT** ("MOA") is made and entered into by the Center for Civic Education, 5145 Douglas Fir Road, Calabasas, CA 91302 (hereafter "the Center") and the General Secretariat of the Organization of American States, through its Office for the Promotion of Democracy (hereinafter "the Contractor"), jointly "the parties."

WHEREAS the Center desires to engage the Contractor to render certain technical or professional services hereinafter described in connection with an undertaking or project that is wholly financed by a grant from the U.S. Department of Education (the "Grant" or the "Award"); and

WHEREAS, the Contractor desires to render such services in connection with the project;

NOW, THEREFORE, in consideration of the mutual promises in this agreement, the parties agree as follows:

**1. Scope of Work**

- 1.1 The Contractor shall perform and carry out all of the work set forth in Attachment A ("program narrative") attached hereto and made a part hereof in a manner satisfactory to the Center or its authorized agent.

**2. Period of Performance**

- 2.1 The services of the Contractor shall formally begin on September 21, 2004 and shall be undertaken and pursued in such sequence as to assure their expeditious completion on or before December 31, 2004, unless early termination occurs in accordance with the terms of this MOA or the term is extended by written amendment to this MOA

**3. Compliance Requirements**

- 3.1 In performing the work under this MOA, the Contractor shall be bound by the applicable terms and conditions of the Grant, to the extent they are not inconsistent with its obligations under the OAS Charter and their application does not constitute a waiver of its privileges and immunities under its Headquarters Agreement with the United States Government and the International Organizations Immunities Act of 1945, 22 U.S.C. Sec. 288, *et. seq.* Similarly, to the extent they are not inconsistent with its obligations under the OAS Charter and do not constitute a waiver of Contractor's privileges and immunities under United States Statutes and Treaties, the following U.S. laws and regulations, among others, shall apply to Contractor's use of the Grant under this MOA: applicable regulations of the Department of Education with respect to such grants, the Equal Employment Opportunity (EO 11246); Copeland "Anti-Kickback" Act (18 USC 874 and 40 USC 276c); Davis-Bacon Act (40 USC 276); Rights to Inventions (37 CFR part 401); Rehabilitation Act of 1973; Vietnam Era Veterans Readjustment Assistance Act; Debarment and Suspension (EO 12549 and 12689); Drug-Free Workplace Act of 1988; Byrd Anti-Lobbying Amendments (31 USC 1351); Title VI of the Civil Rights Act of 1964 (42 USC 2000d); Title IX of the Education Amendments of 1972 (20 USC 1681); Age Discrimination Act of 1975 (42 USC 6101); Clean Air Act (42 USC 7401); Federal Water Pollution Control Act (33 USC 1251); Officials Not to Benefit (41 USC 22); False Claims Act (41 USC 51); Workers Adjustment and Training Notification Act (29 USC 2101); Fair Labor Standards Act of 1938 and Equal Pay Act (29 USC 201); and the Occupational Safety and Health Act (29 USC 651).

#### **4. Payment Plan and Maximum Obligation**

- 4.1 The Center shall compensate the Contractor an amount not to exceed \$48,492 for the work and services performed under this award as set forth in Attachment B ("detailed budget"), which is attached hereto and made a part hereof. Any work performed by the Contractor beyond the scope of Attachments A and B shall not entitle the Contractor to additional funds, except to the extent this agreement is amended in writing.
- 4.2 The Center shall pay the Contractor the total amount upon the signing of this MOA.
- 4.3 The Contractor is required to report all deviations to Attachment A and B, hereto, and request prior approval from the Center.
- 4.4 If through any audit or other fiscal investigation, any costs incurred by the Contractor and advanced or reimbursed by the Center are disallowed for good cause (i.e., such costs were not used in accordance with the requirements of this Agreement), the Center shall notify Contractor in writing and shall state the basis for the disallowance. If Contractor agrees that the costs were not used in accordance with the requirements of this Agreement, Contractor shall promptly reimburse the Center for the amount of such costs. If Contractor does not agree that the costs were not used in accordance with the requirements of this Agreement, the Parties shall attempt to resolve the matter by negotiation and mediation. If such attempts prove unsuccessful, either Party shall have the right to submit the matter to final and binding arbitration in accordance with the Article 10 below.
- 4.5 Failure by the Contractor to accomplish the programmatic outcomes described herein shall result in the Contractor's return of any unexpended funds disbursed by the Center with no obligation of the Center to make further payments. Unexpended funds will be returned to the Center by January 31, 2005, unless the Parties make other arrangements.

#### **5. Period Requirements**

- 5.1 The Contractor shall submit a final financial report. The final financial report must be submitted no more than 30 days following the end of this MOA.
- 5.2 A final programmatic report shall be provided. Reports must be submitted no more than 30 days following the end of this MOA.
- 5.3 All reports should be submitted to the following representative of the Center:

**Oscar E. Cruz**  
**Program Manager**  
**5145 Douglas Fir Rd.**  
**Calabasas, CA 91302-1467**  
**(818) 591-9321**  
**Email: [cruz@civiced.org](mailto:cruz@civiced.org)**

## **6. Maintenance of Cost Records**

- 6.1 The Contractor shall maintain all books, documents, papers, receipts, accounting records and other evidence pertaining to this award [in conformance with U.S. Federal Standards contained in OMB A110 .53 (b) (records retention)] and shall make such material available at all times during the period of the award, and for three years from the date of the final payment under the award, for inspection by the Center or any of its authorized representatives in coordination with the Office of Financial and Budgetary Services of the GS/OAS. The Contractor shall audit the project as part of its annual audit of accounts with an external auditing firm as mandated by its Board of External Auditors. The Contractor shall provide a copy of the audit for every year-end.

## **7. Review and Coordination**

- 7.1 The Contractor shall keep the Center fully informed concerning the progress of the work and services to be performed hereunder and may also be required to meet with designated staff of the Center from time to time to review the progress and planning of activities as described in Attachment A, hereto.

## **8. Warranties**

- 8.1 The Contractor warrants that it has secured or will have secured any necessary right, clearances, and/or licenses with respect to all material and elements embodied in or used in connection with the performance of this award, and that all included materials will neither violate nor infringe upon the copyright, service mark, trademark, privacy, or creative rights of any person, firm, corporation, or third party. Upon request, the Contractor shall provide the Center with documentation indicating a third party's written approval for the Contractor to use the third party's trademark or trade secret.

## **9. Copyrights and Publicity**

- 9.1 The Contractor reserves the right to publish the results of this project. Articles, papers, bulletins, reports, and other material relative to the plans, progress, analysis, or results and findings of the work conducted under this award shall not be presented publicly or published by either Party without reasonable prior notice to the other Party.
- 9.2 The Parties shall each have a royalty-free license for use and reproduction for nonprofit education purposes of the materials created under this MOA.

## **10. Indemnification and Disputes**

- 10.1 The Contractor agrees to defend, indemnify, and hold harmless the Center, its governing body, the individuals thereof, and all officers, agents, employees, representatives, and volunteers of the Center from and against any and all demands, debts, liens, claims, damages, liability, losses, costs, and expenses (including, but not by way of limitation, attorney's fees and other related legal costs) arising out of any liability or claim of liability for injury, damage, or loss sustained or claimed to have been sustained arising out of or occurring as a result of the Contractor's performance or failure to perform the work under this MOA.

10.2 The Parties shall attempt to resolve disputes relating to this MOA amicably. In the event that proves unsuccessful, at the request of either Party, the dispute shall be submitted to the American Arbitration Commission for final and binding arbitration in accordance with its commercial arbitration rules, and the law applicable to the substance of the dispute which shall be the law of the District of Columbia. The language used in the arbitration proceedings shall be English, and the place of arbitration shall be Washington, D.C. The award rendered by the arbitration shall be final and binding on the parties.

10.3 Unless otherwise agreed in writing by the Parties, the Contractor shall carry on the Work and maintain its progress during any arbitration proceedings.

10.4 Nothing stated in this MOA shall constitute an implied or express waiver of the privileges and immunities of the Contractor under law.

10.5 This Section 10 and all of its subsections shall survive completion or termination of the MOA.

## **11. Insurance**

11.1 The Contractor shall procure and maintain such general liability, property damage, worker's compensation, medical, and auto insurance as required to protect the Contractor and the Center as their interests may appear for the duration of this award and any extended period of this agreement.

## **12. Independent Contractor**

12.1 While performing its obligation under this MOA, the Contractor is an independent Contractor and not an officer, employee, or agent of the Center. The Contractor shall not at any time or in any manner represent that it or any of its officers, employees, or agents are employees or agents of the Center.

## **13. Assignment**

13.1 The Contractor shall not in any manner directly or indirectly, by operation of law or otherwise, assign, encumber, or transfer this MOA or any portion thereof or any interest herein, in whole or in part, without the prior written approval of the Center, which shall not be unreasonably denied. If written consent is not given by the Center to assign, transfer, or encumber this MOA, any such attempt shall be void. In addition, except as provided in Subsection 13.2, below, the Contractor shall not sub-contact the work to be performed pursuant to this MOA without the prior written approval of the Center.

13.2 Nothing in this section 13 shall be interpreted to limit the Contractor from engaging the services of qualified independent contractors. The Contractor is expressly authorized to use independent contractors in the performance of this MOA as provided for in Attachments A and B, hereto. The Contractor shall maintain adequate documentation of the qualification of each contractor and shall furnish contractor's names and qualifications to the Center upon request.

## **14. Center's Obligation**

- 14.1 The Center's obligations with respect to this award are contingent upon receipt of funds for the project by the U.S. Department of Education. If funds are not received, the Center shall notify the Contractor in writing at the earliest practical date, and either Party may exercise its right to terminate this MOA at any time thereafter.

## **15. Termination of MOA**

- 15.1 If, through any cause, it is the Center's opinion that the Contractor shall fail to fulfill in a timely and proper manner the obligations under this MOA, or if it is the Center's opinion that the Contractor has materially breached any part of this MOA, the Center shall notify the Contractor in writing of the alleged MOA violations. Within no more than seven (7) days thereafter, authorized representatives of both Parties shall meet to attempt to resolve the matter. If such attempts are unsuccessful, the Center shall then have the right to terminate the MOA by giving written notice to the Contractor of such termination and specifying the effective date of such termination, providing not less than fifteen (15) days' notice before such termination.
- 15.2 If, through any cause, it is Contractor's opinion that the Center has failed to fulfill in a timely and proper manner the obligations under this MOA, or if it is the Contractor's opinion that the Center has materially breached any part of this MOA, the Contractor shall notify the Center in writing of the alleged MOA violations. Within no more than seven (7) days thereafter, authorized representatives of both Parties shall meet to attempt to resolve the matter. If such attempts are unsuccessful, the Contractor shall then have the right to terminate the MOA by giving written notice to the Contractor of such termination and specifying the effective date of such termination, providing not less than fifteen (15) days' written notice before such termination.
- 15.3 Either party may terminate this CMOA without cause by providing the other party with written notice 30 days prior to the termination date.
- 15.4 Upon termination of this MOA, the Center shall pay the Contractor: for services provided up to the date the Contractor received notice of termination, for those allowable costs determined by the Center, after consultation with Contractor, to be reasonably necessary to effect such termination; and for the costs of complying with irrevocable obligations undertaken by Contractor in good faith pursuant to this MOA prior to receipt of said notice. Thereafter, except as provided in Subsection 15.5, below, the Contractor shall have no further claims against the Center for compensation for the work performed under this Contract; and it MOA shall promptly refund to the Center all unexpended funds advanced by the Center.
- 15.5 Notwithstanding anything stated to the contrary in Subsections 15.1 and/or 15.2, above, Contractor shall have the right to seek redress for termination for cause pursuant to Subsections 10.2 through 10.5, above.

## **16. Modification**



16.1 The MOA may be amended or otherwise modified by a written instrument duly identified in its title as an amendment or modification to this MOA, signed by the duly authorized representatives of both Parties, dated, and attached hereto.

SIGNED by the duly authorized representatives of the Parties on the dates and at the places indicated below:

For the Center for Civic Education

For the General Secretariat of the Organization of  
American States

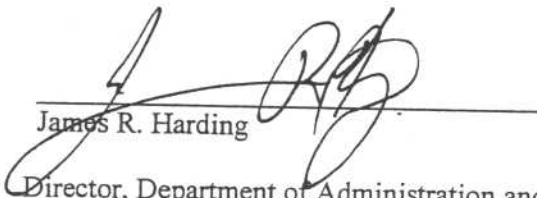


Richard A. Nuccio

Director of International Programs

Date: 22 Sept 2004

Place: \_\_\_\_\_



James R. Harding

Director, Department of Administration and Finance

Date: 22 Sept 2004

Place: \_\_\_\_\_