

ACUERDO BILATERAL

Clasificación: 97-2011

Fecha de Ingreso: 16 de febrero de 2012

Nombre del Acuerdo: Grant Agreement between the Minister for foreign Affairs and Trade as Represented by Irish Aid and the General Secretariat of the Organization of American States.

Materia: Proyecto Grant Agreement

Partes: SG/ Minister for foreign Affairs and Trade as Represented by Irish Aid

Referencia: Minister for foreign Affairs and Trade as Represented by Irish Aid

Fecha de Firma: 31 de agosto de 2011

Fecha de Inicio

Fecha de Terminación

Lugar de Firma: Washington, D.C. y Dublin

Unidad Encargada: Departamento de Asuntos Internacionales

Persona Encargada:

Original

Claves

Cierres del proceso

**Grant Agreement between the Minister for Foreign Affairs and
Trade as represented by Irish Aid and the General Secretariat of the
Organization of American States**

**Contract Number: OAS 11 01/GS/OAS by and through the
Executive Secretariat of the Inter-American Commission on Human
Rights (ES/IACHR) ** ****

1. Definition

1.1 This grant agreement is made between The Minister for Foreign Affairs and Trade of Ireland, hereinafter referred to as the Contracting Authority, represented by the Development Cooperation Directorate of the Department of Foreign Affairs and Trade, hereinafter referred to as Irish Aid, and The General Secretariat of the Organization of American States (GS/OAS), through its Inter-American Commission on Human Rights (IACHR), with principal address at 1889 F Street N.W. Washington, D.C. 20006 hereinafter referred to as the Contractor.

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

2. The Grant

2.1 This Contract is made under the Stability Fund.

2.2 Irish Aid agrees to pay the Contractor, on the terms and conditions set out below, a grant of €100,000.

2.2 The contract period will run for 12 months from 20th May 2011 or the date of signing the agreement by both parties, subject to earlier termination in accordance with sections 6 or 9.

3. The Project

3.1 The Contractor agrees to use the grant only in support of The Organization of American State's Inter-American Commission on Human Rights' project *Protecting the Rights of Human Rights Defenders in Colombia, Venezuela and Ecuador*, identified under Program 4, Plan of Action 4: Case support in IACHR'S Strategic Plan, hereinafter referred to as The Project. The Contractor agrees to use the grant

only for the purpose detailed in the proposal. Any amendment to the design of the project or to its start or completion dates must be agreed in writing with Irish Aid.

4. Reporting

4.1 Interim reports will be provided by the Contractor to Irish Aid after every six months of the Project. Interim reports are due not more than one month after the end of every six month period. The final report is due not later than three months after the end of the contract period. A financial statement must accompany all reports. Annual audited accounts of the Contractor's organisation shall also be provided to Irish Aid within ten days of their release.

5. Financial Administration

5.1 The Contractor agrees to ensure that the Grant is administered in accordance to the GS/OAS General Standards and its Rules and Regulations, and that funds shall be assigned to the project only by persons empowered by the Contractor to do so.

6. Breach

6.1 In the event of any breach of the foregoing conditions, the Contractor shall, at the request of Irish Aid, repay the whole or a specified part of the grant.

7. Publicity

7.1 The Contractor shall show the amount of assistance received from Irish Aid in their annual reports. The Contractor shall also acknowledge Irish Aid support in all publications or publicity material (including online material) related to the programme and, where appropriate, at project sites. Such reports and publications must clearly state that the ideas, opinions and comments therein are entirely the responsibility of its author(s) and do not necessarily represent or reflect Irish Aid policy.

7.2 Prior authorisation for the use of the Irish Aid logo should be obtained from Irish Aid.

8. Liability

8.1 The Contractor shall bear responsibility in respect of any and all claims howsoever arising from and proximately caused by GS/OAS actions in the execution of projects assisted under the terms of this Contract and the Contractor shall indemnify and hold harmless Irish Aid in respect of such claims.

8.2 In particular and without prejudice to sub-paragraph 1, Irish Aid will not be liable in respect of any claim by or on behalf of any adviser, manager, volunteer, expert employee, servant, or agent of the Contractor or by or on behalf of any other person who may have a claim against the Contractor arising out of the implementation of this Contract and nor shall Irish Aid be liable in respect of any claims that may arise where an adviser, manager, volunteer, expert, employee, servant or agent of the Contractor is injured, disabled or killed in the course of employment or engagement under any project supported by the funds provided under this Contract.

9. Frustration of the Contract

- 9.1 The Contract will be deemed to be frustrated if:
- the Project, for any reason, is not commenced within three months of signature of the Contract;
 - Irish Aid considers that events occur which are sufficient to defeat or substantially prevent or delay the achievement of the stated objectives of the Project.

10. Refund

10.1 The Contractor agrees to refund to Irish Aid, within three months of completion of the Project, any part of the grant which has not been spent. If the refund is not made within three months then interest, at European Central Bank base rate, will be charged on the outstanding monies from the date of completion.

10.2 In the case of Frustration of the Contract, the Contractor agrees to refund immediately to Irish Aid the balance of the grant.

10.3 The Contractor agrees to refund to Irish Aid, with interest from the date of their payment, any monies which have not been accounted for to the satisfaction of Irish Aid.

10.4 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.

11. Insurance

11.1 It shall be the sole responsibility of the Contractor to take out adequate and appropriate insurance cover in relation to all programmes and projects supported by the funds provided under this Contract.

12. Access

12.1 The Contractor agrees that Irish Aid retains the right to monitor and evaluate all programmes and projects supported by Irish Aid and agrees to cooperate with Irish Aid, and its agents, in carrying out such evaluations and audits. The Contractor agrees to furnish Irish Aid with a copy of any evaluations it carries out of The Project.

13. Applicable Law and settlement of disputes

13.1 This Contract will in all respects be governed by Irish Law regarding any dispute arising in relation to it.

Any dispute that arises in connection with the application or interpretation of this agreement shall be resolved by direct negotiation between the Parties. If the Parties are unable to reach a mutually satisfactory solution, they shall submit the matter to a mutually agreed upon procedure of arbitration. The decision shall be final and binding and not subject to appeal.

13.2 Privileges and Immunities

The Parties mutually recognize the privileges and immunities they enjoy by virtue of the relevant agreements and laws on the subject and general principles of

international law. To this end, nothing in this agreement constitutes an express or implied waiver of the privileges and immunities of the OAS, the GS/OAS, their personnel, and their assets, in accordance with the OAS Charter, relevant agreements, applicable national law, or the general principles and practices of international law.

14. FOI

14.1 The Contractor understands that any information provided in its application or correspondence with respect to this contract may be subject to examination for possible release in accordance with the Department's obligations under the Freedom of Information Act.

15. Procurement

15.1 The Contractor is requested to ensure that any procurement undertaken is conducted in accordance with best practice, in particular in respect of openness, transparency and fairness. Annual reports should include an overview of any procurement procedures (including tendering) implemented.

16 Fraud

16.1 Without prejudice to the provisions of this contract and other actions required therein, where the Contractor becomes aware of or suspects there has been or may have been misappropriation or inappropriate use (including fraud) of funding provided under the present contract by the recipient organisation and/or its employees or agents, the Contractor will immediately notify the Director of Emergency and Recovery Section, Irish Aid. The Contractor will further, as soon as practicable, provide Irish Aid with a report confirming the action taken to investigate and, where appropriate, to act.

For and on behalf of the Minister for Foreign Affairs and Trade of Ireland

Signature Ms Ciara O'Brien



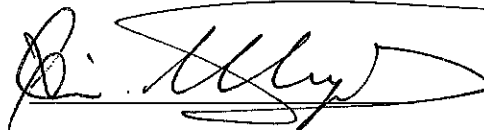
Title Deputy Director, Emergency and Recovery Section, Irish Aid

At Dublin

On 11th July 2011

For and on behalf of the General Secretariat of the Organization of American States

Signature



Title

secretario General

At

Washington DC

On

Aug 3, 2011