

ACUERDOS BILATERALES

Clasificación: 29-2013

Fecha de Ingreso: 30 de abril de 2013

Nombre del Acuerdo:

Materia: Forum with Social Actors in the Sixth Summit of the Americas Process

Partes: SG/ International Bank for Reconstruction and Development

Referencia: Estados Unidos

Fecha de Firma: 13 de Junio de 2012

Fecha de Inicio

Fecha de Terminación

Lugar de Firma: Washington, D.C.

Unidad Encargada:

Persona Encargada:

Original

Claves

Cierres del proceso

AGREEMENT

between

International Bank for Reconstruction and Development,

and

the General Secretariat of the Organization of American States

for

***Forums with Social Actors in the Sixth Summit of the Americas Process
(Cartagena, Colombia, April 10-13, 2012)***

Purpose

1. This agreement (the "Agreement") is made between the *General Secretariat of the Organization of American States* ("The Recipient"), and the International Bank for Reconstruction and Development ("The Bank") (together "The Parties") for the purpose of supporting an activity titled *Summit Forums with Social Actors* ("the Activity") in the framework of the Sixth Summit of the Americas.
2. The objective of the Activity is to provide opportunities for social actors—civil society organizations, workers, young people, and indigenous peoples—to meet from April 10 to 13 in Cartagena, Colombia in the framework of the Sixth Summit so as to allow for experiences and successful projects to be shared, ties to be forged, partnerships to be established, and strategies to be defined for implementing initiatives related to the Summit commitments. This participation includes a dialogue with governmental representatives of the OAS member states, including foreign ministers and heads of state, on the morning of Friday, April 13, 2012.

Scope of Work and Terms of Agreement

3. The Activity takes place at *the Sixth Summit of the Americas in Cartagena, Colombia* on the following date(s) *April 10-13, 2012*.
4. The description of the Activity under this Agreement is set out in the Annex.
5. The Recipient shall provide the services, facilities and resources as detailed in the Annex to this Agreement.

Limits to Agreement

6. This Agreement does not constitute a commitment by either the World Bank or the Recipient to provide support for any activity or project beyond the specific agreements for the presentation of the *Summit Forums with Social Actors in Cartagena, Colombia on April 10-13* as agreed upon in this Agreement. Nothing in this Agreement is intended to be a waiver of the privileges and immunities of the Parties and their personnel.

Costs and Payment

7. All costs subject to this Agreement ("Activity Costs") are listed in the Annex. The Bank's maximum financial commitment to this Agreement is *twenty thousand US Dollars* (US\$ 20,000).
8. Any costs incurred by the Recipient in excess of the maximum financial commitment set in paragraph 7 will be at the Recipient's sole risk.
9. Contingent upon receipt of a signed copy of this Agreement and the Recipient's bank account information, the Bank will transfer the payment(s) to the Recipient. Within twenty (20) days of completion of the Activity, the Recipient will provide to the Bank a Statement of Expenditure fully documenting with copies of receipts and a narrative description of all expenditures incurred related to the activities as set out in the Annex. In the event that the actual expenditures incurred by the Recipient, as fully documented and justified, to include copies of receipts, is less than the amount transferred to the Recipient upon signing of this Agreement, the Recipient will return the excess amount to the Bank within thirty (30) days of presentation to the Bank of the actual Statement of Expenses. Originals of all receipts should be retained by Recipient and made available to the Bank in case of an audit.
10. The Statement of Expenditures will be based on actual expenditures incurred from the list of eligible expense categories as delineated in the budget.
11. The Bank will not cover any work or expenses outside the effectiveness dates of the agreement. The Bank will not cover any work or expenses outside or exceeding the list of eligible expense categories as delineated in the budget.

Procurement

12. Subject to the maximum financial commitment specified in Section 7, the Recipient may hire consultants (firms and individuals) or purchase limited goods required for the carrying out of the Activity. In doing so, the Recipient shall follow its own procedures.
13. The Recipient shall maintain books, records, documents, receipts, and other evidence sufficient to properly reflect, in accordance with sound and generally accepted procurement and accounting procedures and practices, all relevant procurement

documents, time charges and costs, and the bases thereof, claimed to have been incurred in the performance of this Agreement. The Recipient shall make available to the Bank or its auditors, until six (6) years from the date of completion of all the work set forth in the Annex for the purpose of verifying the Statement of Expenditure in connection with this Agreement.

14. The Recipient shall ensure that any payments made with funds received from the Bank are not prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations.

Copyright

15. The Recipient and the World Bank agree on the following rules for the protection of materials used in the Activity:
 - (a) The World Bank will retain the copyright of all training materials and computer software developed and produced by the Bank, Bank staff, and consultants contracted by the Bank;
 - (b) Any materials and computer software referred to under sub-paragraph (a) will include the following note on the cover page or front matter:

“Copyright [year], International Bank for Reconstruction and Development/The World Bank. This material may be used by the Recipient for research, education, or scholarly purposes only in member countries of the World Bank. All materials are subject to revision. The views and interpretations in this document are those of the individual author(s) and/or trainers and should not be attributed to the World Bank.”
 - (c) The Recipient will retain the copyright of all materials and computer software produced by its staff and its consultants if no Bank funds are provided for this purpose. However, any materials developed by the Recipient for use in the Activity may be reproduced for research, education or scholarly purposes by the World Bank.

Names, Marks and Logos

- (a) The Parties acknowledge that the names and marks “International Bank for Reconstruction and Development,” “IBRD,” “International Development Association,” “IDA,” “World Bank,” and all variations thereof including their associated logos (collectively, the “Bank Name”) and “Organization of American States,” “OAS,” and all variations thereof including their associated logo(s) (collectively, the “Organization of American States OAS”) are the sole and exclusive properties of the Bank and the Organization of American States, respectively. Neither Party shall acquire any right, title or interest in the other Party’s Name under this Agreement.
- (b) The use of the Bank Name by the Recipient for this Activity shall be subject to the written approval of the Bank, which approval will not be unreasonably withheld. Upon

termination of this Agreement, or at the request of the Bank at any time, the Recipient shall immediately discontinue any and all use of the Bank Name and shall destroy stationery, brochures, promotional materials, proposed paid media and other similar materials bearing any form of the Bank Name that then are in its possession or control.

- (c) The Parties acknowledge that any and all uses by one Party of the other Party's Name shall inure solely to the benefit of the other Party. The Parties understand and agree that neither Party may use the other Party's Name in any manner whatsoever that conveys or suggests, directly or indirectly, endorsement or support of the Party or products or services thereof by the other Party.

Effectiveness

16. This Agreement shall come into force and effect retroactively on March 15, 2012. It shall remain in effect until *June 30, 2012*, unless there is an exchange of letters between the parties formally extending the effect of the Agreement.

Implementation

17. The individuals with overall responsibility for this Agreement are:

For the Bank:

Sergio, Jellinek
 External Affairs Manager –Latin America & the Caribbean
 World Bank
 1818 H St NW
 Washington, DC 20433
 Tel: (202) 458 - 2841
 Fax: (202) 522-3698
 Email: sjellinek@worldbank.org

For the Recipient:

Sherry, Tross
 Organization of American States
 1889 F St NW
 Washington, DC 20006
 Tel: (202) 458 - 3081
 Fax: (202) 458 - 3665
 Email: stross@oas.org

Termination

18. This Agreement may be modified or terminated at any time by joint agreement of the parties. This Agreement may be terminated by either party with three months' prior notice in writing to the other party
19. If the Recipient engages in fraud and corrupt practices, is identified on any terrorist sanctions list, or makes payments, with funds received from the Bank, prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Bank may immediately terminate this Agreement upon written notice to the Recipient. All funds paid to the Recipient shall promptly be returned to the Bank.


Disputes

20. Any dispute or difference arising out of, or in connection with this Agreement that is not amicably settled between the Parties shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force. The number of arbitrators shall be one and the appointing authority shall be the Secretary-General of the Permanent Court of Arbitration in The Hague, The Netherlands.

Miscellaneous


- 21. For legal purposes nothing in this Agreement shall be construed as creating a joint venture, an agency relationship, legal partnership between the Parties.
- 22. Recipient and their personnel, sub-consultants, sub-contractors and service providers shall not be under a declaration of ineligibility pursuant to the World Bank's sanctions processes.

For the International Bank for
Reconstruction and Development:


Acting manager
Name: Sergio Jellinek
Title: External Affairs Manager

Latin America & the Caribbean
Date: 6/13/12

For the General Secretariat of the
Organization of American
States:


Name: Jose Miguel Insulza
Title: Secretary General of the
Organization of American States

Date:

Description of the Activity

The Sixth Summit of the Americas, “Connecting the Americas: Partners for Prosperity,” takes place on April 14 and 15, 2012, in Cartagena de Indias, Colombia. There, the Heads of State and Government of the 34 OAS member states will discuss specific measures for overcoming the challenges the Hemisphere faces and for attaining greater levels of development. The Summit will focus on five topics: (1) poverty and inequality, (2) citizen security, (3) disasters, (4) access to and use of technology, and (5) regional physical integration in the Americas.

The participation of social actors in the preparations for the Sixth Summit is essential, since their recommendations and contributions will contribute to the negotiation of the Summit’s mandates and to their subsequent implementation. As the host country of the Sixth Summit of the Americas and in coordination with the General Secretariat of the Organization of American States (OAS), Colombia has encouraged the participation of social actors in the Sixth Summit process.

In order to facilitate their participation, Colombia and the OAS are offering spaces for various forums of social actors—civil society organizations, workers, young people, and indigenous peoples—to meet from April 10 to 12 in Cartagena, so as to allow for experiences and successful projects to be shared, ties to be forged, partnerships to be established, and strategies to be defined for implementing matters related to the Summit commitments. This participation includes a dialogue with governmental representatives of the OAS member countries on the morning of Friday, April 13, 2012.

The OAS Summits of the Americas Secretariat will continue to collaborate with social actor representatives in the months following the Sixth Summit in order to further identify and concretize specific actions designed to implement Summit-related initiatives.

Description of activities

The activities covered in this agreement include the following four forums and activities associated with their direct follow up.

III Young Americas Forum (April 10-12)

Civil Society Organizations Forum (April 11-12)

IV Indigenous Leaders Summit of the Americas (April 11-12)

Workers’ Forum (April 12)

Dialogue between Ministers of Foreign Affairs and Social Actors (April 13)

The forums, all of which take place at the Las Americas Convention Center in Cartagena, Colombia, are organized in conjunction with various departments and specialized areas of the OAS and with external partners. They are attended by experts in the Sixth Summit's topics, by members of the host country government, and by representatives of the hemispheric bodies that support the Summits process. In this way, they serve to connect individuals and organizations with experience in hemispheric multilateral processes.

In order to ensure broad and fruitful participation, the OAS makes every effort to ensure that the participation of Civil Society Organizations ("CSOs") meets the following criteria:

- Geographic balance
- Gender equality
- Knowledge of/experience in the Summit topics
- Inclusion in the OAS Register of CSOs
- Membership in thematic networks of CSOs
- Participation in on-line consultations within the Summits Virtual Community

FORUM WITH CIVIL SOCIETY ORGANIZATIONS – April 11 and 12, 2012

The first day of this forum consists of an inaugural session and explanation of the method to be followed, followed by a plenary session for the presentation of recommendations on each of the Sixth Summit's subtopics arising from the on-line consultations and policy dialogues held with civil society and social actors in the lead-up to the Summit.

After the morning sessions and a break for lunch, there is a roundtable discussion with the participation of international institutions and civil society representatives on the topics of the Summit. In the morning of the second day, the participants break into two working groups to discuss the Summit's subtopics and develop recommendations on how CSOs can work with the governments in following up on and implementing the Summit mandates. The recommendations produced by the CSO and social actors representatives at this forum are intended to focus on implementing the Summit's mandates and not to offer new recommendations for the Declaration of Cartagena.

There is a final plenary session for the working groups to share their recommendations. During the closing session, the participants choose one or two representatives from among their peers to present recommendations related to the implementation of the Summit mandates at the dialogue of high-level representatives of the member state governments and social actors the following day.

THIRD YOUNG AMERICAS FORUM – April 10, 11, and 12, 2012

The Third Youth Forum of the Americas brings together talented young people and leaders who excel in their contributions towards a prosperous hemisphere, to collaborate, analyze and discuss the challenges of the region in order to propose viable and sustainable solutions and new perspectives to contribute to the Summits of the Americas. Organized by the Young

Americas Business Trust (YABT), the Forum includes the Talent and Innovation Competition of the Americas, where young entrepreneurs display innovative projects that contribute to progress in the region based on the themes of the sixth Summit of the Americas.

IV INDIGENOUS LEADERS SUMMIT OF THE AMERICAS (IV ILSA) – April 11 – 12

The IV CLIA provides an opportunity for discussion and articulation of indigenous perspectives on issues and policies related to issues of the Sixth Summit and participation of indigenous peoples in the OAS and the Summits of the Americas. It also seeks to build on the dialogue conducted in the first three Indigenous Leaders Summit held in the framework of the Summit process. The CLIA IV brings together indigenous leaders from throughout the region, including women leaders, young and old. The event is organized by the Planning Committee of the Fourth CLIA led by the National Indigenous Organization of Colombia (ONIC) and composed of indigenous representatives from Central, South and North America and the Caribbean, with the assistance of the OAS General Secretariat.

WORKERS' FORUM – April 12, 2012

In the Forum, under the leadership of the Trade Union Confederation of the Americas (TUCA) and the Trade Union Technical Advisory Council (COSATE), workers' representatives of the region analyze the labor situation of the Americas and its repercussions for the labor movement. Further, they finalized the Trade Union Statement to the Sixth Summit, a document that was presented during the Dialogue with Ministers and High-Level Representatives on April 13, 2012.

STRENGTHENING PARTNERSHIPS FOR PROSPERITY: A GOVERNMENT AND SOCIAL ACTOR DIALOGUE FOR ACTION – April 13, 2012

The forum “Strengthening Partnerships for Prosperity: A Government and Social Actor Dialogue for Action” (“Dialogue”) takes place on April 13, 2012 in the Las Americas Convention Center in Cartagena, Colombia. This Dialogue brings together high-level government officials, particularly Ministers of Foreign Affairs, with representatives of youth, civil society, indigenous peoples, and workers. The Dialogue is the culmination of the ongoing consultation process with civil society organizations and other social actors, which began in September 2011, in preparation for the Sixth Summit of the Americas. The principal purpose of this Dialogue is to further exchanges between social actors and the member states in order to propose initiatives and identify joint actions for the implementation of Summit mandates.

Budget Information

Eligible Expenditures: US\$ 20,000.00 for travel purposes only