

Acuerdos Bilaterales

Clasificación: 223-2008

Fecha-de Ingreso: 15 de Agosto de 2008

Nombre de Acuerdo: Grant Arrangement between the Government of Canada and the General Secretariat of the Organization of American States "OAS/CIDA COOPERATION PLAN"

Partes: SG/OEA & Government of Canada

Referencia: Canada

Fecha de Firma: 10 de junio de 2008

Fecha de Inicio:

Fecha de Terminación:

Lugar de Firma:

Unidad Encargada:

Persona Encargada:

Original:

Claves:

Cierre del proceso:

GRANT ARRANGEMENT

BETWEEN

THE GOVERNMENT OF CANADA

AND

**THE GENERAL SECRETARIAT OF THE
ORGANIZATION OF AMERICAN STATES (GS/OAS)**

"OAS/CIDA COOPERATION PLAN"

GRANT ARRANGEMENT

BETWEEN:

THE GOVERNMENT OF CANADA as represented by the Minister for International Cooperation, acting through the Canadian International Development Agency ("CIDA");

AND: THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES
(the "GS/OAS" and/or the "Organization")

WHEREAS CIDA wishes to make a grant to the Organization for the program entitled "OAS/CIDA Cooperation Plan";

CIDA and the Organization have reached the following understanding, with respect to the transfer and administration of the grant:

1 Grant

1.1 CIDA will make a grant to support the "OAS/CIDA Cooperation Plan" (the "Program") in an amount not to exceed twenty million Canadian dollars (CDN\$20,000,000) ("Grant").

2 Program

2.1 The Organization will utilize the Grant exclusively for the purpose of the Program entitled "OAS/CIDA Cooperation Plan" in accordance with the terms and conditions defined herein.

3 Payment of Grant

3.1 Payment Schedule of the Grant is as follows:

| | |
|--|----------------------|
| Upon signature of this Arrangement | up to CDN\$2,000,000 |
| During CIDA'S FY 2008/2009 (Based on the cashflow requirements identified in the workplan for Year 1): | up to CDN\$4,000,000 |
| During CIDA'S FY 2009/2010 | up to CDN\$7,000,000 |
| During CIDA'S FY 2010/2011 | up to CDN\$7,000,000 |

3.1.1 This schedule may be amended as agreed in writing between the Signatories to take into account the progress of the Program. If payments are not received in accordance with the above-mentioned schedule, Program activities may be reduced, modified or suspended by GS/OAS.

3.1.2 Payments will be made based on the GS/OAS' cashflow requirements.

3.2 Grant funds received and administered by GS/OAS in connection with this Grant Arrangement will be subject to the usual auditing procedures of GS/OAS and will be performed by the auditors appointed by GS/OAS.

3.3 CIDA will transfer the payment to the bank account of the Organization, as follows:

Bank Name: BANK OF AMERICA
Bank Address: 730 15th Street N.W
Washington, D.C. 20005 – 1012,
USA

ABA #: 0260-0959-3
Account Number: 0020-801-25-354
Account Name: General Secretariat of the OAS
Program Name: "OAS/CIDA Cooperation Plan"

3.4 The Organization will advise CIDA in writing of any changes in this banking information and CIDA reserves its right to agree to any changes proposed.

3.5 CIDA may request reimbursement of amounts paid:

- a) after the expiry of eligibility, if the Grant is of a type that requires continuing eligibility of the Organization;
- b) on the basis of fraudulent or inaccurate application;
- c) in error.

3.6 CIDA may withhold payment of part of the Grant, should the Organization fail to use the Grant for the purpose of the Program in accordance with this Grant Arrangement.

3.7 In accordance with its rules, the Organization will retain eleven percent (11%) of the Grant funds for indirect costs related to the Program.

3.8 Any interest derived from investment of the Grant funds will be used for programming activities related to emerging priorities.

4 Environmental assessment

4.1 Not applicable.

5 Reports

5.1 The Organization will provide CIDA with the following reports and documents:

- a) **annual reports** detailing activities undertaken and outlining the development progress and results achieved in relation to the OAS/CIDA Cooperation Plan, together with a **final report** detailing major inputs, activities, outputs and effects of the OAS/CIDA Cooperation Plan and outlining the lessons learned, following completion of all Program activities.

- b) Annual certified financial statements according to the GS/OAS' regular reporting format indicating expenditures for the 5 program areas, as specified in the Program Description, which forms an integral part of the Grant Arrangement as Annex A.

5.2 All financial accounts and statements will be expressed in United States dollars (US\$); however, the GS/OAS will provide documentation on the exchange rate received for the Canadian funds.

6 Communications

6.1 Any communication under paragraphs 7.1, 8.1, 8.6 and 8.8 of this Arrangement will be in writing and delivered in person or sent by mail at the address of the Organization, mentioned in this Arrangement.

6.2 Any other communication under this Arrangement will be in writing and delivered in person or sent by mail, facsimile or e-mail at the address of either CIDA or the Organization, mentioned in this Arrangement.

6.3 Any communication to CIDA will be addressed to:

Canadian International Development Agency (CIDA)

Americas Branch, 11th floor
200, Promenade du Portage
Gatineau, Québec
Canada, K1A 0G4

Attention: Director, Inter-American Program (BMI)
Facsimile: (819) 953-1516

6.4 Any communication to the Organization will be addressed to:

Office of the Secretary General
Organization of American States
1889 F St. N.W.
Washington, DC 20006, USA

Attention: Chief of Staff of the Secretary General
Facsimile: (202) 458-6826

6.5 CIDA and the Organization will advise one another of any change of address.

7 Duration

7.1 CIDA may, at any time, terminate this Arrangement in whole or in part, by providing notice to the Organization of at least thirty (30) days in advance.

7.2 Termination of this Arrangement will not affect irrevocable obligations assumed by the Organization with respect to the Program prior to receipt of the notice of termination. In this respect, such obligations will be paid out of the Grant funds.

7.3 This Arrangement will come into effect upon the date of the last signature and will remain in effect until **June 30, 2011**.

8 General Provisions

8.1 No offer, gift or payment, consideration or benefit of any kind, which constitutes an illegal or corrupt practice, has been or will be made to anyone, either directly or indirectly, as an inducement or reward for the award or signatory of this Arrangement. Any such practice will be grounds for terminating this Arrangement or taking any other corrective action as required.

8.2 No member of the Canadian House of Commons will be admitted to any share or part of this Arrangement or to any benefit to arise therefrom.

8.3 No current or former public office holder or public servant of the Government of Canada who is not in compliance with the Conflict of Interest and Post-Employment Code for Public Office Holders or the Values and Ethics Code for the Public Service will derive a direct benefit from this Arrangement.

8.4 The Organization acknowledges that it has declared in writing to CIDA all sources of proposed funding and the corresponding amounts for the Program. The Organization agrees to update this declaration in its **final report**.

8.5 This Arrangement may be modified by an amendment signed by duly authorized representatives of the Government of Canada and the Organization.

8.6 This Arrangement will not be assigned by the Organization without the prior written consent of CIDA.

8.7 Where appropriate, the Organization will acknowledge CIDA's funding in publications, speeches, press releases or other similar matters. The Organization will supply CIDA with a copy of any written or electronic material mentioning CIDA's support.

8.8 Any payment to be made under this Arrangement is subject to there being an appropriation by the Parliament of Canada for the fiscal year in which the payment is to be made. If CIDA's appropriation is changed by the Parliament of Canada, CIDA may reduce the Grant or terminate this Arrangement.

8.9 This Arrangement is not an international treaty. It is an administrative arrangement between the Government of Canada and the Organization.

8.10 This Arrangement together with **Annex A**, which forms an integral part thereof, constitutes the entire understanding between the Government of Canada and the Organization with respect to the Program.

GRANT ARRANGEMENT

Arrangement no. 7050906


8.11 Nothing in this Arrangement constitutes an express or implied waiver by either Signatory of its privileges and immunities under the laws of Canada, the United States of America, or international law.

Signed in two copies,

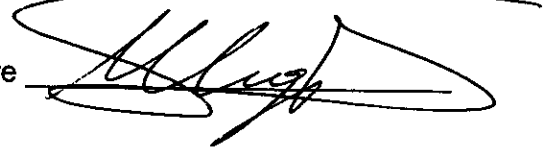
For the
GOVERNMENT OF CANADA

For the
**GENERAL SECRETARIAT OF THE
ORGANIZATION OF AMERICAN
STATES (GS/OAS)**

Signature



Signature



Name BEVERLEY J. ODA

Name JOSÉ MIGUEL INSULZA

Title MINISTER OF INT'L COOPERATION

Title SECRETARY - GENERAL

Date 10-JUNE-2008

Date 10-JUNE-2008

ANNEX A – PROGRAM DESCRIPTION
“OAS/CIDA Cooperation Plan”**Program Description**

This Grant will support programming activities to strengthen democratic governance through the Summit of the Americas process, including the agenda, declarations and action plans of the 2009 Summit in Trinidad and Tobago and related ministerial meetings and annual General Assemblies of the OAS. In addition, the Cooperation Plan will support activities including in the areas of modernization of the state, civil registries, civil society participation, judicial reform, anti-corruption, crisis prevention and resolution, public access to information; and sustained development achieved through capacity-building of human resources, support to public institutions, strengthening of networks, institutional linkages and strategic alliances. Particular attention will be paid to gender equality and the needs of vulnerable groups including Indigenous Peoples, in OAS policies and programs.

This Grant will support five OAS program areas:

Promotion of Policy Dialogue and Summit/Ministerial Follow-up (up to \$2.5M) – to reinforce the OAS as the principal multilateral forum in the Western Hemisphere and consolidate the Summit of the Americas process into the leading body for defining the agenda of the Inter-American system through conducting dialogue in the OAS Permanent Council and other national and regional political organs on substantive, critical, and/or urgent hemispheric topics such as democratic governance practices, crisis prevention and conflict resolution, civil society participation, social development and employment, sustainable development, environment, trade and economic integration.

Strengthening Sustainable Democratic Governance in the Americas (up to \$7M) – to provide programming directed at the public sector institutions and civil society organizations of Member States to expand on and foster the concept of democracy set out in the Inter-American Democratic Charter. This will include strengthening democracy in areas such as the modernization of the state, development of civil registries to ensure a universal civil identity program, judicial reform, anti-corruption mechanisms, public administration including public oversight and transparency systems, crisis prevention and resolution mechanisms, and civil society participation in decision-making.

Strengthening Institutions for Development (up to \$5.5M) – to provide programming directed at public sector institutions and civil society organizations of Member States that target human resources and institutional capacity building, the implementation of sound public policies and sustainable, efficient, effective and accountable programs to their citizens. This will involve programming in areas such as e-government, disaster mitigation, social development, education, energy, the media, migration, trade and corporate social responsibility.

Gender Equality and Vulnerable Groups (up to \$1.5M) – to provide programming to support gender mainstreaming efforts within the OAS' policies and programs, including giving the Inter-American Women's Council (CIM) a greater role in advising and monitoring OAS programs; as well as programming to support the social inclusion and more equitable access for vulnerable groups, including Indigenous Peoples and afro-descendants.

OAS Institutional Strengthening/Capacity Building (up to \$3.5M) – to provide programming to further consolidate OAS efforts in areas such as strategic planning, project management, results based management (including coordinating, monitoring, reporting and evaluation activities as well as emerging priorities), financial modernization and human resources management, including the implementation of a Management Planning and Control System and improving the design, management and security of information systems.

Activities and Expected Results

The Program will contribute to improved democratic governance and reduced poverty and inequity in the Americas by reinforcing and supporting the OAS and its Member States; strengthening policy dialogue processes to advance the hemispheric agenda; enhancing democratic governance and more effective development programming in Member States; and increasing efficiency, effectiveness, transparency and accountability in the performance of the OAS.

To facilitate the implementation of this Cooperation Plan and its ongoing monitoring, each of the five program areas will be led by an OAS program manager responsible for coordinating the management of financial resources, conducting horizontal consultations and putting into practice a results-based management approach to planning. Annual work plans and results-based reporting will be presented and reviewed by an Advisory Committee composed of representatives from the OAS, Canada's Permanent Mission to the OAS in Washington, CIDA, and other Canadian government representatives, as appropriate.