

## Acuerdos Bilaterales

Clasificación: 63-2008

Fecha de Ingreso: 11 de febrero de 2008

Nombre de Acuerdo: Agreement between the Swedish Internacional Development Cooperation Agency and the General Secretariat of the Organization of American States on Support to the OAS Electoral Observation Mission in Colombia during the period September 2007-March 2008

Materia:

Partes: SG/OEA & Swedish Internacional Development Cooperation Agency

Referencia: SIDCA

Fecha de Firma: 5 de octubre de 2007

Fecha de Inicio:

Fecha de Terminación:

Lugar de Firma:

Unidad Encargada:

Persona Encargada:

Original:

Claves:

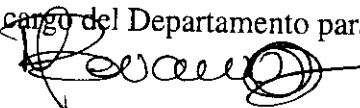
Cierre del proceso:



**Organización de los Estados Americanos**  
**Organização dos Estados Americanos**  
**Organisation des États américains**  
**Organization of American States**

29 de octubre de 2007  
SG/SAP-858/07

**A:** Dante Negro, Director, Oficina de Derecho Internacional,  
Departamento para Asuntos Jurídicos Internacionales

**De:** Moises Benamor, Director a cargo del Departamento para la Cooperación y  
Observación Electoral/SAP 

**Asunto:** Acuerdos varios

Por medio del presente memorando hacemos entrega a la Oficina de Derecho Internacional de dos acuerdos firmados en relación a la Misión de Observación Electoral de Colombia de 2007.

1. Acuerdo firmado entre la OEA y la Agencia Sueca de Cooperación Internacional para el Desarrollo.
2. Acuerdo firmado entre la OEA y el Consejo Noruego para Refugiados.

Sida Agreement No.  
A6100542  
Sida Contribution No:  
74003270

**AGREEMENT BETWEEN THE SWEDISH INTERNATIONAL  
DEVELOPMENT COOPERATION AGENCY AND THE GENERAL  
SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES ON  
SUPPORT TO THE OAS ELECTORAL OBSERVATION MISSION IN  
COLOMBIA DURING THE PERIOD SEPTEMBER 2007- MARCH 2008**

**ARTICLE 1 THE PARTIES**

1.1 The parties to this Agreement are the Swedish International Development Cooperation Agency (Sida) and the General Secretariat of the Organization of American States (GS/OAS).

1.2 Unless otherwise specified herein, the addresses of the Parties and the officials they have designated to give and receive notice required under this Agreement are as follows:

A The Swedish International Development Cooperation Agency, Sida

Address: S-105 25 Stockholm, Sweden  
Dept/Unit: Department for Latin America  
Responsible Officer: Emma Nilenfors  
Telephone: 46-8-698 5224  
Fax: 46-8-698 5644  
E-mail: emma.nilenfors@sida.se

B GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES

Address: GS/OAS 1889 F Street, N.W. Room 634,  
Washington DC, 20006, USA  
Dept/Unit: Department for Electoral Cooperation and  
Observation, Secretariat for Political Affairs  
Contact person: Steven Griner  
Telephone: 1-202-458-6306  
Fax: 1-202-458-6250  
E-mail: sgriner@oas.org



1.3 Either Party may change the official designated to give and receive notice under this Agreement by giving advanced written notice to the other Party.

## ARTICLE 2 THE PROJECT

2.1 The Sida Contribution (hereinafter the "Contribution") shall be used for financing of the OAS Electoral Observation Mission in Colombia, for the Elections scheduled for October 28, 2007, for Governors, Mayors, Deputies, Councilmen and Members of the Local Administration Boards. The Project will be carried out in accordance with the project description dated 2007-08-23.

## ARTICLE 3 THE SWEDISH CONTRIBUTION

3.1 From the attached budget, Annex 1, incorporated by reference herein, the budget for the Swedish support to the OAS Electoral Observation Mission in Colombia is SEK 2 000 000 for the period September 2007-March 2008.

3.2 Sida shall make available an amount not exceeding SEK 2 000 000 for the implementation of the project.

3.3 No Swedish funds will be allowed for financing of First Class Airfares.

## ARTICLE 4 DISBURSEMENT

4.1 Disbursements of the Contribution shall only be made against a requisition from GS/OAS. Authorized to sign the requisition on behalf of GS/OAS is the Secretary for Administration and Finance, Amb. Frank Almaguer and the Director of the Department of Budgetary and Financial Services, Mr. Adam Blackwell.

4.2 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. 74003270
- the name of the project
- 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



The disbursement request shall be signed and addressed to the Responsible Officer at Sida identified in Article 1.2, paragraph A.

4.3 The Contribution shall be disbursed as follows:

- a) SEK 2 000 000 shall be available for disbursement upon signature of the Agreement and request for payment by GS/OAS.
- b) In accordance with its rules, GS/OAS shall establish a separate interest bearing ledger account for the Contribution.

4.4 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 5 CONDITIONS FOR THE USE OF THE CONTRIBUTION

5.1 The Contribution may only be used for the implementation of the project as specified in the project description dated 2007-08-23 and the attached budget set out in Annex 1 hereto.

5.2 Only costs for activities carried out during the period from September 1, 2007 to January 31, 2008 may be financed from the Contribution.

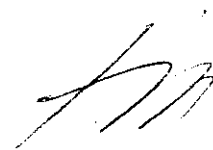
5.3 Twelve (12) per cent of the Contribution may be used by GS/OAS to cover administrative support costs in connection with this project.

5.4 In accordance with Article 11.1, funds not utilised for financing activities before 2008-03-31 shall be repaid to Sida within three months of that date (See Article 11).

5.5 GS/OAS is responsible for planning, implementation, follow-up and reporting of the Project. GS/OAS undertakes to provide information on the use of the Contribution upon Sida's request.

5.6 Should circumstances arise that endanger the feasibility or validity of the Project or that induce 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 or before implementing such changes.

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



## ARTICLE 9 AUDIT

The project shall be audited annually by GS/OAS as part of its annual audit of accounts and in accordance to its rules and general practices.

Sida may request a specific audit if it deems necessary. In the event that a specific audit is requested by Sida, 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 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 audit shall be carried out by an external, independent and certified auditor. The audit shall be carried out in accordance with international standards issued by the International Federation of Accountants (IFAC).

The auditor shall submit a Management Letter, which reviews the management and the internal control system of the project.

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 six months after the request for an audit has been made by Sida.

The costs of the specific audit referred to in this Article shall be borne by Sida.

## ARTICLE 10 ACCRUED INTEREST

10.1 Under this Agreement, the final financial report referred to in Article 8.1, paragraph A, shall provide information on accrued interest for the account established under Article 4.3, paragraph (B) above. Accrued interest may be used for GS/OAS Project purposes as agreed between the parties to this Agreement. Accrued interest will be used by the GS/OAS to cover administrative support in accordance with OAS regulations.

10.2 For the refund to Sida of accrued interest not used by GS/OAS, the bank instructions are as follows:

**Account number:** 15634-9

**Account holder:** Swedish International Development Cooperation Agency (Sida)

**Bank:** Nordea Bank Sverige AB (publ)

**Bank address:** S-105 06 Stockholm, Sweden

**IBAN No.:** SE91 9500 0099 6034 0015 6349

**Swift/Bic address:** NDEASESS

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

In notices to Sida, reference shall be made to the Sida contribution ID, 74003270. The information shall also specify interest income and unspent balances.



## ARTICLE 11 OBLIGATION TO REPAY

11.1 Under this Agreement, Contribution funds not utilized by March 31, 2008, shall be repaid to Sida within three months of that date.

11.2 Sida may, if substantial deviation from the Project Document or Budget attached hereto (Annex 1) has occurred, reclaim the disbursed amount, wholly or in part, from GS/OAS. Before requesting the disbursed amount, Sida shall consult with GS/OAS and seek to resolve the matter through mutual agreement.

11.3 If the conditions set out in Article 5 are not fulfilled or fully respected, Sida may reclaim disbursed funds, wholly or in part from GS/OAS. Before requesting repayment, Sida shall consult with GS/OAS and seek to resolve the matter through mutual agreement.

## ARTICLE 12 ARBITRATION

12.1 Disputes between the parties with regard to this Agreement that cannot be settled amicably shall be settled through arbitration. Arbitration shall be performed in accordance with UNCITRAL arbitration rules in Washington D.C., or at some other place agreed to by the parties in which both parties have offices. One sole arbitrator shall be appointed, who shall have full powers to make final and binding decisions. The language used in the arbitration proceedings shall be English.

## ARTICLE 13 ENTRY INTO FORCE, AMENDMENT, AND TERMINATION

13.1 This Agreement shall enter into force upon signature by both parties and remain valid until June 30, 2008, unless terminated earlier by the provision of not less than three months' written notice by GS/OAS or Sida.

13.2 In case of termination of this Agreement obligations under Articles 8 through 12 and 13.4 shall, however, remain in force until they have been fulfilled.

13.3 In case of serious breach of the Agreement alleged by Sida based on reasonable information, Sida may terminate the Agreement with immediate effect by giving prior written notice to GS/OAS. However, before such termination, Sida shall consult with GS/OAS and shall seek to resolve the matter through mutual agreement.

13.4 Notwithstanding the termination of this Agreement, the Contribution may be used to finance irrevocable obligations to third parties entered into in good faith by GS/OAS with third parties in reliance upon this Agreement and according to the Budget set out in Annex 1 hereof.

13.5 This Agreement may be amended pursuant to a written document signed by the duly authorized representatives of the Parties.



## ARTICLE 14 PRIVILEGES AND IMMUNITIES

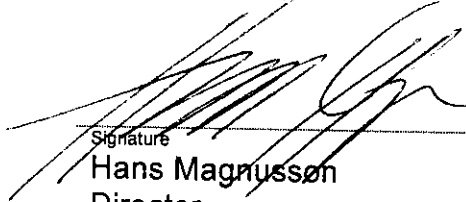
14.1 Nothing stated in this Agreement shall constitute and express or implied waiver by either Party of its privileges and immunities under the laws of Sweden, the United States of America, Colombia or under international law.

Two originals of the text of this Agreement, written in the English language, have been signed, on the date (s) and place (s) indicated below.

Stockholm, 2007-10-05

Place and date

For the Swedish International  
Development Cooperation  
Agency (Sida)



Signature

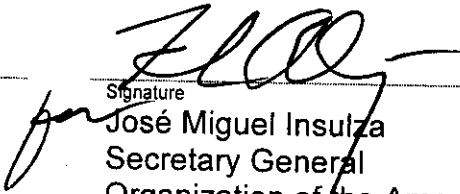
Hans Magnusson  
Director  
Department for Latin America  
Sida

Name and title in block letters

Washington D.C. 2007-10-

Place and date

For the General Secretariat of the  
Organization of American States



Signature

José Miguel Insulza  
Secretary General  
Organization of the American  
States

Name and title in block letters

ENCLOSURES:

Appendix 1 Budget



# Appendix 1: Budget

Budget Proposal in USD, October 28 2007				
	# People	Time	Amount	Total
<b>Preliminary Trips: Two before Mission Begins (Aug 28-31) and (Sep. 11-14)</b>				
2 Airfare for Chief of Mission (First Class, not financed by Sida)	1	2	2 800	5 600
2 Airfares for 4 OAS Staff	4	2	900	7 200
Per Diem: Chief of Mission	1	6	238	1 428
Per Diem: 4 OAS Staff	4	6	207	4 968
Terminal Expenses for 4 OAS Staff & Chief of Mission	5	2	130	1 300
<b>Total</b>				<b>20 496</b>
<b>Deployment and Undertaking of Mission (October 10-31, 2007)</b>				
<b>I. International Travel</b>				
Airfare for Chief of Mission (First class, not financed by Sida)	1	1	2 800	2 800
Airfare for Deputy/Financial Officer/Political Analyst & 2 OAS Staff	5	1	900	4 500
Airfare for Assistant Secretariat for Political Affairs and an Advisor	2	1	2 800	5 600
Airfare for Core Group	15	1	1 000	15 000
Airfare for Coordinators	20	1	1 000	20 000
Airfare for Observers	100	1	1 000	100 000
Per Diem for Chief of Mission	1	21	238	4 998
Per Diem for Deputy Chief of Mission/ Financial Officer/ Political Analyst & OAS Staff	5	21	207	21 735
Per Diem for Assistant Secretariat for Political Affairs and an Advisor	2	5	238	2 380
Terminal Expenses for Observers	135	1	130	17 550
Terminal Expenses for OAS Staff + Chief of Mission/Deputy Chief of Mission/ Financial Officer/ Political Analyst+ Assistant Secretariat for Political Affairs and an Advisor	8	1	130	1 040
<b>Subtotal</b>				<b>195 603</b>
<b>II Local Travel and Transportation</b>				
Local Travel Airfares	100		300	30 000
Vehicle Rental- Chief of Mission and Deputy Chief of Mission	2	21	100	4 200
Vehicle Rental- Assistant Secretariat for Political Affairs and an Advisor	1	5	100	500
Vehicle Rental- Core Group	8	21	100	16 800
Vehicle Rental- Coordinators	10	18	100	18 000
Vehicle Rental- Observer Group	50	5	100	25 000
Gasoline and Vehicle Maintenance				10 000
Per Diem for Drivers Deployed to Interior	40	5	50	10 000
Local transportation Expenses	71	5	3	1 065
<b>Subtotal</b>				<b>115 565</b>
<b>Total Travel</b>				<b>311 168</b>
<b>Contracts</b>				
<b>III. International Contracts</b>				
Chief of Mission	2		7 000	14 000
Adm./Financial Officer	1		33 420	33 420
Adm. Technician	1		5 400	5 400
Core Group	15	21	300	94 500
Coordinators	20	18	250	90 000
Observer Group	100	10	250	250 000
<b>Subtotal</b>				<b>487 320</b>
<b>IV. Local Contracts</b>				
Security Service Based in Bogotá	2		3 000	6 000

Logistical Coordinator	1		3 500	3 500
Secretary in Bogotá	2	21	50	2 100
Assistants	5	21	80	8 400
Driver- Chief of Mission and Deputy Chief of Mission	2	21	50	2 100
Driver- Assistant Secretariat for Political Affairs and an Advisor	1	5	50	250
Drivers- Core Group	8	21	50	8 400
Drivers- Coordinators	10	18	50	9 000
Drivers- Observer Group	50	5	50	12 500
<b>Subtotal</b>				<b>52 250</b>
<b>Total Contracts</b>				<b>539 570</b>
<b>Equipment</b>				
<b>V. Equipment</b>				
Monitoring Service for 71 Vehicles	71		40	2 840
Rental of Desktop Computers and Printers				25 000
Purchase of Equipment in Headquarter				4 500
Rental of Laptops				8 000
Rental of Photocopies and Fax Machine				1 000
Rental of Cellular				5 000
Rental of Satellite Radios				1 000
<b>Subtotal</b>				<b>47 340</b>
<b>Total Equipment</b>				<b>47 340</b>
<b>Communications</b>				
<b>VI. Communications</b>				
Telephone/Fax				4 000
Cellular/ Satellite Telephone Service				20 000
E-mail/ Internet Access/ Web Site (FTP) to Download Database RD Sample				1 500
Courier and Postage Expenses				2 500
<b>Total Communications</b>				<b>28 000</b>
<b>Office Rental and Maintenance</b>				
<b>VII. Office Rental and Supplies</b>				
Office Rental and Maintenance	8	21	100	16 800
Office Supply				4 500
Food Supply				1 500
Newspapers and Magazines				450
Photocopies/Reproduction of Material				10 000
<b>Total Office and Maintenance</b>				<b>33 250</b>
<b>Report Publication and Distribution</b>				
<b>VIII. Publication, Translation, Distribution &amp; Editing</b>				<b>10 000</b>
<b>Miscellaneous</b>				
<b>IX. Miscellaneous Expenses</b>				
Travel Insurance for Observer				8 349
Auditing Services				15 000
Training of Observers	4			3 500
Meetings/ Workshops	2			2 000
OAS Vehicle Magnets	142		2	284
Observers Kit	200		30	6 000
<b>Total Miscellaneous</b>				<b>35 133</b>
<b>Grand Total without Contingency Funds</b>				<b>1 024 957</b>
<b>Contingency Funds</b>				<b>30 749</b>

<b>Sub Total with Contingency Funds</b>				<b>1 055 705</b>
<b>Indirect Cost Recovery</b>				<b>143 960</b>
<b>Grand Total with Contingency Funds</b>				<b>1 199 665</b>

