

ACUERDOS BILATERALES

Clasificación: 64-2009

Fecha de Ingreso: July 27, 2009

Nombre del Acuerdo: Agreement between the General Secretariat of the Organization of American States and École Nationale d'Administration Publique for the OAS Human Development Programs

Materia: OAS Human Development Programs

Partes: SG/OEA & École Nationale d'Administration Publique

Referencia: École Nationale d'Administration Publique

Fecha de Firma: June 8, 2009

Fecha de Inicio:

Fecha de Terminación:

Lugar de Firma: Quebec, Canada

Unidad Encargada: Department of Human Development

Persona Encargada: Maria Levens

Original:

Claves:

Cierre del proceso:

Notas adicionales:

**COOPERATION AGREEMENT
BETWEEN
THE GENERAL SECRETARIAT OF THE
ORGANIZATION OF AMERICAN STATES
AND
ÉCOLE NATIONALE D'ADMINISTRATION PUBLIQUE
THROUGH ITS
CENTRE FOR THE INTERNATIONAL
PROMOTION OF QUÉBEC PUBLIC EXPERTISE,
FOR THE EXECUTION OF THE PROJECT**

“MODERNIZATION AND INTEGRATION OF HAITI’S CIVIL REGISTER”

THE PARTIES TO THIS AGREEMENT, the General Secretariat of the Organization of American States (hereinafter “GS/OAS”) a public international organization, with headquarters at 1889 F. St. N.W., Washington, D.C. 20006, represented by its Secretary General, and Province of Québec, École Nationale d'Administration Publique (hereinafter “ENAP”) through its Centre for the International Promotion of Québec Public Expertise, with headquarters at 555 boulevard Charest Est, Québec (Québec), Canada, G1K 9E5, represented by Marcel Proulx, Director General

CONSIDERING:

WHEREAS the Government of Canada, as represented by the Minister for International Cooperation, acting through the Canadian International Development Agency (CIDA) and the GS/OAS on February 25th 2009 entered into Grant Arrangement Number 7051625, whereby the Government of Canada granted its support of the GS/OAS project entitled “Modernization and Integration of Haiti’s Civil Register”;

WHEREAS the Grant Arrangement between the Government of Canada and GS/OAS contemplated that the Centre for the International Promotion of Québec Public Expertise of ENAP would provide access to Québec public expertise in identification and civil registry;

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

HAVE AGREED to enter into this Cooperation Agreement.

ARTICLE I PURPOSE

1.1. The purpose of this Agreement is to establish a regulatory framework with respect to the execution of the project to "Modernization and Integration of Haiti's Civil Register" (hereinafter the "Project").

ARTICLE II OBLIGATIONS OF THE GS/OAS

2.1. GS/OAS shall contribute to the Project a total of US\$858,807.00 (Eight hundred fifty eight thousand eight hundred and seven US Dollars) equivalent to approximately CAD\$1,044,309 (One million forty four thousand three hundred and nine Canadian Dollars), at the rate of exchange as of February 25, 2009¹, donated by the Canadian International Development Agency, disbursed to ENAP as specified in the Budget found at Annex I, which forms an integral part of this Agreement. Payments by GS/OAS to ENAP pursuant to this Agreement are subject to the receipt of funds by GS/OAS corresponding to the contribution from the Government(s) named herein.

2.2 GS/OAS shall cooperate with ENAP, its personnel, consultants, contractors in all matters necessary for the optimal execution of the Project.

2.3. Payments from the GS / OAS to ENAP will be made following the submission of a work plan and they will consist of an advance covering all expenses related to this work plan. Payments by GS / OAS to ENAP under this Agreement will be made by wire transfer. Here are the information about the transfer :

Succursale : Centre Ville de Québec
Adresse 150, rue Marie de l'Incarnation Québec Canada G1N 4G8
Télécopieur : + 1 418 522 6973 Téléphone : + 1 418 687 2811
Compte : 195218-3
Transit : 20100 SWIFT : CCDQCAMM

ARTICLE III OBLIGATIONS OF ENAP

3.1. ENAP shall be responsible for executing the Project with the Contribution received from GS/OAS pursuant to Article 2.1 of this Agreement.

¹Amount in Canadian Dollars may vary depending on the date the disbursements transaction takes place

3.2 ENAP will be responsible for research of the issues agreed upon with GS/OAS in support of the development of the Project, specifically: 1) Production of a Legal Framework for the Haitian Civil Register that is unified, updated, and that responds to the needs of the citizens of Haiti and the Government of Haiti; 2) Training in Administrative Areas for Haiti's National Identification Office (ONI); 3) Awareness Raising Campaigns to promote the integration between the Civil Register and other state agencies; and 4) follow-up on all activities.

3.3 In order to execute the Project, the ENAP shall assign personnel, enter into contracts with the contractors and consultants in accordance with its rules and procedures, and facilitate the work of OAS staff. ENAP personnel, consultants and contractors will work under the direction and supervision of Simon Chabot, Director of the Centre for the International Promotion of Québec Public Expertise, who is the person at ENAP responsible for managing the activities associated with this Project on behalf of ENAP.

3.4 The ENAP shall present to GS/OAS a work plan before June 1st or such other date that the Parties may agree upon technical-financial report regarding its efforts in support of the Project. Each financial technical statement shall be certified by the ENAP official responsible for ENAP's finances, and it shall show income, expenditures, in accordance to the budget attached to Annex I, assets and liabilities, with respect to the funds provided by GS/OAS. For the period from the signing of this contract until May 31, 2009, the results expected outcomes 1.1, 2.1 and 3.0 (annex 1) are considered as the work plan.

3.5 ENAP shall keep proper accounts and financial records of the expenses related to the Project, including the invoices, receipts, and vouchers. Those records shall be open at a reasonable time to audit and inspection by the authorized representatives of GS/OAS, who may make copies and take extracts thereof.

3.6 Funds made available by GS/OAS to ENAP shall be subject to ENAP's internal and external auditing procedures as provided for in its financial regulations, rules and directives of ENAP. Copies of audit reports shall be submitted to the GS/OAS.

3.7 Upon the expiration or termination of this Agreement, ENAP shall reimburse to GS/OAS that portion of the financial contribution that has not been spent, subject to the provisions of Article 5.5 of this Agreement. The reimbursement shall be carried out by means of a bank transfer or a deposit to the bank account indicated by GS/OAS's Coordinator identified in Article 4.1 of this Agreement.

3.8 The work product produced pursuant to this Agreement shall be the exclusive property of GS/OAS. ENAP may retain a copy of the work product(s) it creates under this agreement for research and educational purposes. GS/OAS shall grant ENAP a non-exclusive license to make use of work product at no cost.

ARTICLE IV COORDINATION AND NOTICE

4.1. The institution within GS/OAS responsible for carrying out and coordinating its obligations under this Agreement is the [SEDI/PUICA]. All notice to GS/OAS in relation to this Agreement should be sent to:

General Secretariat of the OAS
Felix Ortega - Program Manager
Universal Civil Identity Program
Washington, D.C. 20006, USA
Tel.: (1-202) 4583008
Fax: (1-202) 458-3832
Electronic Mail: fortega@oas.org

4.2. The institution within ENAP responsible for carrying out and coordinating its obligations under this Agreement is Centre for the International Promotion of Québec Public Expertise. All notice to ENAP in relation to this Agreement should be sent to:

Administrative Contact:

Simon Chabot
555 boulevard Charest Est,
Québec (Québec) Canada
G1K 9E5
[ADDRESS]
PHONE & EMAIL:

4.3. Either Party may change its Contact person(s) by providing written notice to the other Party signed by the sending party's duly authorized representative.

ARTICLE V GENERAL PROVISIONS

5.1. The Parties agree to observe the highest ethical standards and administrative transparency in all actions and activities related to this Agreement. In addition, the GS/OAS, to the extent applicable and without prejudice to its privileges and immunities referred to in Article 5.7 below, and ENAP agree to comply with the provisions of the Inter-American Convention Against Corruption and in the applicable norms of the country in which the programs, project and/or activities are executed in accordance with Article III. Failure to comply with this

provision shall constitute grounds for anticipatory termination of this Agreement, pursuant to Article 5.4.

5.2 Modifications to this Agreement may only be made by mutual agreement in writing by the duly authorized representatives of the Parties. The instruments in which the modifications are set out shall be attached as annexes to this Agreement and shall form part of it.

5.3 This Agreement shall enter into force upon signature by both duly authorized representatives of the Parties and shall remain in force for the period of May 31st 2011.

5.4 This Agreement may be terminated by mutual consent or by either of the Parties by written notice from one to the other with not less than thirty days notice. Notwithstanding the termination of this Agreement, project activities that have been duly financed shall be continued to completion unless the Parties mutually decide otherwise.

5.5 Termination of this Agreement, shall not affect irrevocable obligations assumed by the ENAP 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 ENAP resulting from early termination of its services.

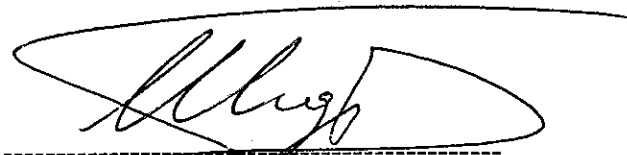
5.6 The Parties shall attempt to resolve amicably any disputes arising in relation to the interpretation and implementation of this Agreement. In the event that proves unsuccessful, the Parties shall resolve their differences by final and binding arbitration in accordance with the rules of procedure of the Inter-American Commercial Arbitration Commission, conducted in Washington, D.C., applying the law of the District of Columbia, USA. The law applicable to this Agreement is the law of the District of Columbia, USA. This provision shall survive the expiry or termination of this Agreement.

5.7 Nothing in this Agreement constitutes an express or implied waiver of the privileges and immunities of the OAS or the GS/OAS, its personnel and its assets, in accordance with the OAS Charter, relevant agreements, pursuant to laws of the United States of America or international law. This provision shall survive the expiry or termination of this Agreement.

IN WITNESS WHEREOF, the undersigned, being duly authorized, have signed this Agreement in duplicate on the date and at the place indicated below:

For GU:

For the GS/OAS:



Marcel Proulx
Director General ENAP

José Miguel Insulza
Secretary General

Québec, Canada

Québec, Canada

Date: June 8th

Date: June 8th

Narrative Summary Product/Activity	Plan de travail		Human Resources				Travelling Fees			Total	
	Results Expected Outcomes	Performance Measurement Indicators	Resources	Days	Cost	Total	Number	Cost	Total		
1.1 Analyze of the text of QNT's regulatory law and the new anti-trust legal proposal for the competition and national identification.	1.1 Analyze of the text of QNT's regulatory law and the new anti-trust legal proposal for the competition and national identification.	Evaluation of a document containing the most relevant elements resulting from the analysis of these legal texts. This document may point out strengths, weaknesses, constraints, strengths, as well as context, but interpretations and recommendations.	Claude Gélinas	15	\$ 1,800	\$ 15,000	1	\$ 5,000	\$ 5,000		
			Suzanne Laberge	35	\$ 900	\$ 31,500	2	\$ 5,000	\$ 10,000		
			Luc Vigneux	2	\$ 650	\$ 1,300	0	\$ 5,000	\$ -		
			François Collin	2	\$ 650	\$ 1,300	0	\$ 5,000	\$ -		
			Total		\$ 48,100		\$ 15,900	\$ 64,100		\$ -	\$ 64,100
1.2 Proposal of reforms to the legal framework and its better adjustment to the reality of the country	1.2 Proposal of reforms to the legal framework and its better adjustment to the reality of the country	Elaboration of a proposal containing an analysis of the different adjustments strategies for the legal framework to fit Haiti's reality as well as validation mechanisms that support their implementation.	Claude Gélinas	25	\$ 1,000	\$ 25,000	0	\$ 5,000	\$ -		
			Suzanne Laberge	60	\$ 900	\$ 54,000	2	\$ 5,000	\$ 10,000		
			Luc Vigneux	2	\$ 650	\$ 1,300	0	\$ 5,000	\$ -		
			François Collin	2	\$ 650	\$ 1,300	0	\$ 5,000	\$ -		
			Total		\$ 82,600		\$ 16,200	\$ 98,800		\$ 5,000	\$ 103,800
1.3 Preparation and dissemination of the legal framework	1.3 Preparation and dissemination of the legal framework	Once the final law text is finished, the necessary actions will be taken to carry out a suitable promotion and outreach campaign. Materials to inform local actors about the new unified legal framework. This will inform state agencies, civil society, international partners, among others, about the implications that the implementation of a new legal framework, regarding credit diversity will entail. Efforts in coordination with such actors in state and subnational levels, media campaigns and strategic alliances will be implemented.	Claude Gélinas	22	\$ 1,000	\$ 22,000	1	\$ 5,000	\$ 5,000		
			Suzanne Laberge	21	\$ 500	\$ 10,500	3	\$ 5,000	\$ 15,000		
			Total		\$ 32,500		\$ 20,000	\$ 52,500		\$ -	\$ 52,500
			Total		\$ 194,800		\$ 55,000	\$ 249,800		\$ -	\$ 249,800

Narrative Summary Produced/Activity	Plan de travail		Human Resources				Travelling Fees			Total
	Results Expected Outcomes	Performance Measurement Performance Indicators	Resources	Days	Cost	Total	Number	Cost	Total	
	2.1 Development of ONI's administrative areas which currently require training and capacity building	Execution of an analysis of the different ONI administrative areas to establish the current needs and priorities to consider for capacity building and training. The current methods, proposals for calendar, curriculum and more effective mechanisms for training activities.	2.1 Development of training plan	Michel Boissier Suzanne Laberge François Gauthier Total	10 2 2	\$ 900 \$ 900 \$ 650	\$ 8,000 1,800 1,300 \$ 11,100	1 0 0	\$ 5,000 \$ 5,000 \$ 5,000	
2.2 Development of training plan	Development and proposition of training plan to ONI according to the diagnosed results. The plan will be developed by modules, so that the acquired knowledge by ONI's staff can be put in practice in relatively short periods of time. Moreover, experience in the implementation of each module will allow proving the effectiveness of the plan, making the necessary adjustments and taking corrective actions in a timely manner when needed.	2.2 Development of training plan	Michel Boissier	10	\$ 800	\$ 8,000	0	\$ 5,000	\$	\$ 8,000
2.3 Execution of training plan	Execution of workshops and training sessions in ONI's central office. Technological means such as the Internet and e-Learning solutions could be used as alternative ways of training and evaluation.	2.3 Execution of training plan	Various trainers	120	\$ 1,000	\$ 120,000	12	\$ 5,000	\$ 60,000	\$ 180,000
2.4 Evaluation and Monitoring	Evaluation of the impact and results of the training plan. This will be done once each stage or module of the training plan has been implemented.	2.4 Evaluation and Monitoring	Michel Boissier	14	\$ 800	\$ 11,200	1	\$ 5,000	\$ 5,000	\$ 16,200
	Follow up on the application of acquired knowledge. If necessary, corrective actions to improve the results of the plan will be taken.		Michel Boissier	14	\$ 800	\$ 11,200	1	\$ 5,000	\$ 5,000	\$ 16,200
			Total		\$	\$ 22,400		\$	\$ 10,000	\$ 32,400
			Total Training		\$	\$ 161,500		\$	\$ 75,000	\$ 236,500

Narrative Summary Product/Activity	Plan de travail		Human Resources				Travelling Fees			Total	
	Results Expected Outcomes	Performance Measurement Indicators	Resources	Days	Cost	Total	Number	Cost	Total		
											Resources
3. Promoting integration between the Civil Registry and other state agencies	3.01.01 Work process: Registers	The integration of the civil registry with other public services in Haiti involves an optimization of ONI's work processes. This first step is evaluated given that the project aims at providing the public services of the many benefits of an interconnection with the civil registry	Francis Collin Luc Vigneux Guy Smard	14 14 14	\$ 650 \$ \$ 650 \$ \$ 600 \$	\$ 1,100 \$ 9,100 \$ 11,200	1 1 1	\$ 5,000 \$ \$ 5,000 \$ \$ 5,000 \$	\$ 5,000 \$ 5,000 \$ 5,000	44,400	
	3.1 Define strategy for the promotion of the integration process	Development, in coordination with ONI, of a strategy to raise awareness among the relevant state agencies about the many benefits they can acquire if interconnecting with the Civil Registry. The aim is to develop a communication strategy to target all actors which could be interested in cooperating in this process, pointing out the positive impact it will have for vital statistics and development planning.	Francis Collin Luc Vigneux Guy Smard	14 14 14	\$ 650 \$ \$ 650 \$ \$ 800 \$	\$ 9,100 \$ 9,100 \$ 11,200	1 1 1	\$ 5,000 \$ \$ 5,000 \$ \$ 5,000 \$	\$ 5,000 \$ 5,000 \$ 5,000	44,400	
	3.2 Meetings and workshops to present the interconnection process to several interested state agencies	Planning and preparation of several workshops to present the integration plan to all relevant actors. These meetings will be an opportunity to stress the implications and have the state agencies, solve possible doubts and promoting cooperation between all actors involved.	Francis Collin Luc Vigneux Guy Smard	14 14 14	\$ 650 \$ \$ 650 \$ \$ 800 \$	\$ 9,100 \$ 9,100 \$ 11,200	2 2 2	\$ 5,000 \$ \$ 5,000 \$ \$ 5,000 \$	\$ 10,000 \$ 10,000 \$ 10,000	54,400	
	3.3 Production and dissemination of promotion and awareness raising material	Brochures, slogans, spots and other promotion material will be produced to disseminate among the several participating actors, such as national hospitals, public schools, labor organizations and electoral council. These material will inform about the interconnection process, its implications and benefits.	Francis Collin Luc Vigneux Guy Smard	5 5 5	\$ 650 \$ \$ 650 \$ \$ 800 \$	\$ 3,250 \$ 3,250 \$ 4,000	0 0 0	\$ 5,000 \$ \$ 5,000 \$ \$ 5,000 \$	\$ - \$ - \$ -	10,500	
	3.4 Continued preparation between state agencies	The integration of the civil registry with other public services requires the development of specific agreements between the civil registry and each one of these public services. This agreement should include the issues of access to information and privacy.	Luc Vigneux	28	\$ 650 \$	\$ 18,200	4	\$ 5,000 \$	\$ 20,000	38,200	
	Total Promoting integration				\$	116,900		\$	80,000	\$	196,900

Narrative Summary Product/Activity	Plan de travail		Human Resources			Travelling Fees			Total
	Results Expected Outcomes	Performance Measurement Performance Indicators	Resources	Days	Cost	Number	Cost	Total	
4. Follow-up			Michel Bernier	20	\$ 800	\$ 16,000	4	\$ 5,000	\$ 20,000
			Claude Gélinas	10	\$ 1,000	\$ 10,000	2	\$ 5,000	\$ 10,000
			Guy Simard	10	\$ 800	\$ 8,000	2	\$ 5,000	\$ 10,000
			François Collin	10	\$ 650	\$ 6,500	2	\$ 5,000	\$ 10,000
			Total		\$ 40,500		\$	\$ 50,000	\$ 90,500
5. Administration and Coordination									\$ 773,700
11% of the Total project									\$ 85,107
Grand total									\$ 858,807