

SUB-PROJECT AGREEMENT

BETWEEN

**THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES,
THROUGH THE DEPARTMENT OF SUSTAINABLE DEVELOPMENT
AND**

PLENTY INTERNATIONAL BELIZE LIMITED

TO

**SUPPORT THE IMPLEMENTATION OF A SUSTAINABLE COMMUNITY
DEVELOPMENT INITIATIVE**

THE PARTIES TO THIS AGREEMENT, the General Secretariat of the Organization of American States (hereinafter the GS/OAS), a public international organization with headquarters at 1889 F. St. N.W., Washington, D.C. 20006, through its Department of Sustainable Development (hereinafter the DSD) represented by the Executive Secretary for Integral Development, Ms. Sherry Tross and Plenty International Belize Limited, (hereinafter the Institution), a non-profit organization with headquarters at Jose Maria Nunez Street, PO Box 72, Punta Gorda Town, Belize, represented by its Executive Director, Mark Miller.

CONSIDERING:

That at the Santa Cruz Summit of the Americas meeting in 1996, the Heads of State and Governments of the Americas made a commitment to implement the first Plan of Action for the Sustainable Development of the Americas based on the principles of the Declaration of Santa Cruz de la Sierra, with the purpose of overcoming the most pressing challenges faced by countries in the Hemisphere in several areas including Sustainable Cities and Communities;

That at the Fifth Summit of the Americas held in Port of Spain, Trinidad and Tobago in 2009, the leaders of the Americas underscored that energy and climate change are among the most important challenges they need to address in the future; reaffirmed their commitment to work together toward a clean energy future and responding to these shared challenges, all governments in the Western Hemisphere were invited to join in an Energy and Climate Partnership of the Americas (ECPA) as a flexible mechanism to foster partnerships across the Americas to achieve low carbon economic growth and development;

That the Department of Sustainable Development, recognizing the need on the part of the Organization of American States (OAS) to implement actions to build and promote the creation of sustainable communities in the hemisphere, is supporting OAS Member States in the implementation of different activities in the context of initiatives for action adopted in the Plan of Action for the Sustainable Development of the Americas within the Sustainable Cities and Communities pillar, with the objective of facilitating on-

the-ground sustainable community projects and the exchange of best practices and technical assistance by countries in the Western Hemisphere;

That within the framework of the Energy and Climate Partnership of the Americas, through a contribution letter dated April 6, 2012 (“the contribution letter”), the Permanent Mission of the United States to the Organization of American States has allocated US\$1,000,000 to support efforts of the Department of Sustainable Development in the Sustainable Communities in Central America and the Caribbean Project (the Framework Project);

That one of the Framework Project’s endeavors consists of implementing a small grants program directed towards community associations, academic institutions and civil society organizations in the Central American and Caribbean OAS Member States, to finance community collaborative sub-projects; and the Institution has been identified as being apt to implement a sub-project under the terms of the Request for Proposals issued on July 17th, 2012; and

That the GS/OAS is the central and permanent organ of the OAS 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 sign this Sub-Project Agreement (hereinafter Agreement), based on the following provisions:

ARTICLE I **OBJECTIVE**

- 1.1 The purpose of this Agreement is to establish the regulatory framework with respect to the execution of the “Sustainable Recycling and Reuse” Sub-Project with the objective of empowering the targeted communities with critical resources needed to develop conscience mindsets of their environmental responsibility and to assemble the infrastructure for a sustainable solid waste recycling and reuse facility (hereinafter the Project) in accordance with the Project Proposal in Annex 1, attached hereto.

ARTICLE II **CONTRIBUTIONS**

- 2.1. Under this Agreement, GS/OAS will contribute to the Institution US\$49,981.50 (forty nine thousand nine hundred and eighty one 50/100 United States dollars, hereinafter the Contribution) as follows:
 - a. The first transfer of funds in the amount of US\$ 20,000.00 shall be made upon signature of this Agreement by the authorized representatives of both Parties and submission of a detailed work plan and logical framework matrix as per the Project Proposal in Annex 1;

- b. The second transfer of funds in the amount of US\$ 10,000.00 shall be made upon delivery to the satisfaction of GS/OAS of deliverables in accordance with article 3.1 below;
 - c. The third transfer of funds in the amount of US\$ 14,981.50 shall be made upon delivery to the satisfaction of GS/OAS of deliverables in accordance with article 3.2 below;
 - d. The final transfer of funds in the amount of US\$ 5,000.00 shall be made upon delivery to the satisfaction of GS/OAS of the deliverables in accordance with article 3.3 below.
- 2.2. The Institution will contribute to the Project US\$ 36,614.50, which constitutes the contribution by the Institution. This contribution will be reported on the parallel financing form set out in Annex 2, Guidelines for Project Implementation, attached hereto.
- 2.3. The Contribution to the Institution for execution of the Project under this Agreement is subject and limited to GS/OAS' receipt of the contribution from the Permanent Mission of the United States to the Organization of American States through the contribution letter.

ARTICLE III **REPORTING REQUIREMENTS**

- 3.1 No later than four (4) months from the date of signature of the Agreement by the representatives of both Parties, the Institution will submit to the GS/OAS and to GS/OAS' satisfaction, an interim technical-financial progress report of the Project (First Report) in conformity with Article I (paragraph 1.1) and Annex 2 of this Agreement. The First Report shall include the progress made on the products planned in the proposal as these are defined in Annex 1, including the following products and activities:

Product 1- Host one (1) Event Location Environmental Education Workshops (EEW) with at least twenty (20) adult participants per workshop that deliver tangible material and practical application activities for participants to obtain a heightened awareness of their environmental responsibilities. Handout material that can be shared with others in their community to continually promote the project purpose will be distributed at the workshop which will include at least:

- i. Solid Waste Management Presentations
- ii. Creative Reuse Activities: Sustainable Waste Management Recycled Artwork

Product 2- Host two (2) School Tour Environmental Education Workshops (EEW) with at least twenty (20) youth participants per workshop that deliver tangible material and practical application activities for participants to obtain a heightened awareness of their environmental responsibilities. Handout material that can be

shared with others in their community to continually promote the project purpose will be distributed at the workshop which will include at least:

- i. Solid Waste Management Presentations
- ii. Creative Reuse Activities: Sustainable Waste Management Essay

Product 3- At least one (1) collection route is established with seven (7) pilot recycling sites in Toledo District to provide access to an alternative solid waste disposal method with logistics management training provided to communities to maintain the service after the project ends. This recycling pilot will capture all plastic material and other specified solid waste material for R & D related to estimated annual plastic waste volume and potential material reuse for manufacturing recycled and/or biodegradable products. Receptacles will be scheduled for pickup with captured waste delivered to the SRRP Pilot Materials Handling Center for processing. Unused collected material will be sold to a third party recycler for final disposal. Monies generated from the initial recycling project are anticipated to subsidize transportation and labor expenses of the recycling service during the grant cycle. At least seven (7) Memoranda of Understanding are signed with Pilot Recycling Site Locations to provide a secure location for receptacle placement and notification of relevant conditions that may jeopardize material collection

Product 4- At least ten (10) Recycling Receptacles will be decorated during one decorating session that will be held prior to the community clean-ups. To memorialize participant involvement in each community clean-up, event volunteers will be allowed to decorate recycling receptacles being placed in the area cleaned.

Product 5- At least one (1) presentation of a skit play to theatrically illustrate the effects of improper solid waste disposal will be performed to create a visual impression of the health hazards, environmental destruction, and reduction of the quality of life in a community where excessive litter occurs. One (1) focus group session will be conducted following the play to capture the understanding obtained from participants and other essential data to support the R&D study.

Product 6- Public Service Announcements (PSA) and Ad campaigns aired on PGTv, Tumul'kin/Acutan Radio, and Wamalali Radio will be aired collectively twice a week for a total of thirty-six 36 days to promote awareness of the project's purpose and to encourage community participation in recycling plastic containers and to promote scheduled events. PGTv will also provide video coverage with Tumul'kin/Acutan Radio and Wamalali Radio alternating live radio broadcast during workshops and community outreach events to give updates through news reports. Footage of project

activities will be made available on DVD and shared with communities for an increased awareness of project benefits.

- Product 7- At least three (3) location clean-ups conducted throughout the targeted communities to remedy areas blighted with improperly disposed solid waste. To promote the level of interest for participation in the workshop and the clean-ups, ten (10) tickets for an Environmental Education Field Trip to one of the conservation areas or art exhibition tour will be awarded.
- Product 8- Draft version of Feasibility Study Report for a Recycling and Reuse Facility completed from R&D of the recycling industry, processing procedures for manufacturing recycle plastic products, and a cost analysis to compare a standard recycling program versus a reuse facility.

Based on progress achieved in Products 1, 2, 3, 4, 5, 6, 7 and 8, the institution will submit a report to the GS/OAS in accordance with Article 1.1 of this Agreement and according to the Project Proposal submitted (Annex 1). The First Report shall also include a parallel financing report and a financial report following the templates in paragraph 2 (b) and (c) of Annex 2 to this Agreement. Within thirty (30) days following receipt of the First Report, the GS/OAS shall review it and notify the Institution in writing whether the First Report is satisfactory or not. If the First Report is not satisfactory, GS/OAS shall further notify the Institution in writing its observations and comments, and what the Institution must do to make the First Report satisfactory. The Institution shall have another thirty (30) days from the date of receipt of the written notification, to amend and resubmit the First Report to the GS/OAS.

- 3.2. No later than eight (8) months from the date of signature of the Agreement by the representatives of both Parties, the Institution shall submit to the GS/OAS and to GS/OAS' satisfaction, an interim technical-financial report of the Project ("Second Report") in conformity with Article I (paragraph 1.1), and Annex 2 of this Agreement. The Second Report shall include the progress made on the products planned in the proposal as these are defined in Annex 1 including the following activities:

- Product 9- Host one (1) Event Location Environmental Education Workshop (EEW) with at least twenty (20) adult participants that deliver tangible material and practical application activities for participants to obtain a heightened awareness of their environmental responsibilities. Handout material that can be shared with others in their community to continually promote the project purpose will be distributed at the workshop which will include at least:
- i. Solid Waste Management Presentations
 - ii. Creative Reuse Activities: Sustainable Waste Management Recycled Artwork
- Product 10- Host two (2) School Tour Environmental Education Workshops (EEW) with at least twenty (20) youth participants per workshop that deliver tangible material and practical application activities for

participants to obtain a heightened awareness of their environmental responsibilities. Handout material that can be shared with others in their community to continually promote the project purpose will be distributed at the workshop which will include at least:

- i. Solid Waste Management Presentations
- ii. Creative Reuse Activities: Sustainable Waste Management Essay

- Product 11- Establish a second collection route with eight (8) additional pilot recycling sites in Toledo District to provide access to an alternative solid waste disposal method with logistics management training provided to communities to maintain the service after the project ends. This recycling pilot will capture all plastic material and other specified solid waste material for R & D related to estimated annual plastic waste volume and potential material reuse for manufacturing recycled and/or biodegradable products. Receptacles will be scheduled for pickup with captured waste delivered to the SRRP Pilot Materials Handling Center for processing. Unused collected material will be sold to a third party recycler for final disposal. Monies generated from the initial recycling project are anticipated to subsidize transportation and labor expenses of the recycling service during the grant cycle. At least eight (8) Memoranda of Understanding are signed with Pilot Recycling Site Locations to provide a secure location for receptacle placement and notification of relevant conditions that may jeopardize material collection
- Product 12- At least ten (10) Recycling Receptacles will be decorated during one decorating sessions that will be held prior to the community clean-ups.. To memorialize participant involvement in each community clean-up, event volunteers will be allowed to decorate recycling receptacles being placed in the area cleaned.
- Product 13- At least one (1) presentation of a skit play will be performed to theatrically illustrate the effects of improper solid waste disposal to create a visual impression of the health hazards, environmental destruction, and reduction of the quality of life in a community where excessive litter occurs. One (1) focus group session will be conducted following the play to capture the understanding obtained from participants and other essential data to support the R&D study.
- Product 14- Public Service Announcements (PSA) and Ad campaigns aired on PGTV, Tumul'kin/Acutan Radio, and Wamalali Radio will be aired collectively twice a week for a total of thirty-six (36) days to promote awareness of the project's purpose and to encourage community participation in recycling plastic containers and to promote scheduled events. PGTV will also provide video coverage with Tumul'kin/Acutan Radio and Wamalali Radio alternating live radio broadcast during workshops and community outreach

events to give updates through news reports. Footage of project activities will be made available on DVD and shared with communities for an increased awareness of project benefits.

Product 15- At least three (3) location clean-ups conducted throughout the targeted communities to remedy areas blighted with improperly disposed solid waste. To promote the level of interest for participation in the workshop and the clean-ups, ten (10) tickets for an Environmental Education Field Trip to one of the conservation areas or art exhibition tour will be awarded.

Product 16- Second Draft version of Feasibility Study Report for a Recycling and Reuse Facility completed from R&D of the recycling industry, processing procedures for manufacturing recycle plastic products, and a cost analysis to compare a standard recycling program versus a reuse facility.

Based on progress achieved in Products 9, 10, 11, 12, 13, 14, 15 and 16, the institution will submit a report to the GS/OAS in accordance with Article 1.1 of this Agreement and according to the Proposal submitted (Annex 1). The Second Report shall also include a parallel financing report and a financial report following the templates in paragraph 2 (b) and (c) of Annex 2 to this Agreement. Within thirty (30) days following receipt of the Second Report, the GS/OAS shall review it and notify the Institution in writing whether the Second Report is satisfactory or not. If the Second Report is not satisfactory, GS/OAS shall further notify the Institution in writing its observations and comments, and what the Institution must do to make the Second Report satisfactory. The Institution shall have another thirty (30) days from the date of receipt of the written notification, to amend and resubmit the Second Report to the GS/OAS.

3.3. No later than twelve (12) months from the date of signature of the Agreement by the representatives of both Parties, the Institution shall submit to the GS/OAS and to GS/OAS' satisfaction, a final technical-financial report of the Project ("Final Report") in conformity with Article I (paragraph 1.1), and Annex 2 of this Agreement. The Final Report shall include the progress made on the products planned in the proposal as these are defined in Annex 1 including the following activities:

Product 17- Host one (1) Event Location Environmental Education Workshop (EEW) with at least twenty (20) adult participants that deliver tangible material and practical application activities for participants to obtain a heightened awareness of their environmental responsibilities. Handout material that can be shared with others in their community to continually promote the project purpose will be distributed at the workshop which will include at least:

- iii. Solid Waste Management Presentations
- iv. Creative Reuse Activities: Sustainable Waste Management Recycled Artwork

Product 18- Host three (3) School Tour Environmental Education Workshops (EEW) with at least twenty (20) youth participants per workshop

that deliver tangible material and practical application activities for participants to obtain a heightened awareness of their environmental responsibilities. Handout material that can be shared with others in their community to continually promote the project purpose will be distributed at the workshop which will include at least:

- iii. Solid Waste Management Presentations
- iv. Creative Reuse Activities: Sustainable Waste Management Essay

- Product 19- Maintain and document operational progress of two collection routes with fifteen (15) pilot recycling sites in Toledo District to provide R&D reporting on the usage of an alternative solid waste disposal method. This recycling pilot will capture all plastic material and other specified solid waste material for R & D related to estimated annual plastic waste volume and potential material reuse for manufacturing recycled and/or biodegradable products. Receptacles will be scheduled for pickup with captured waste delivered to the SRRP Pilot Materials Handling Center for processing. Unused collected material will be sold to a third party recycler for final disposal. Monies generated from the initial recycling project are anticipated to subsidize transportation and labor expenses of the recycling service during the grant cycle. At least fifteen (15) Memoranda of Understanding are signed with Pilot Recycling Site Locations to provide a secure location for receptacle placement and notification of relevant conditions that may jeopardize material collection
- Product 20- At least five (5) Recycling Receptacles will be decorated during one decorating session that will be held prior to the community clean-ups. To memorialize participant involvement in each community clean-up, event volunteers will be allowed to decorate recycling receptacles being placed in the area cleaned.
- Product 21- At least one (1) presentation of a skit play will be performed to theatrically illustrate the effects of improper solid waste disposal to create a visual impression of the health hazards, environmental destruction, and reduction of the quality of life in a community where excessive litter occurs. One (1) focus group session will be conducted following the play to capture the understanding obtained from participants and other essential data to support the R&D study.
- Product 22- Public Service Announcements (PSA) and Ad campaigns aired on PGTV, Tumul'kin/Acutan Radio, and Wamalali Radio will be aired collectively twice a week for a total of thirty-six (36) days to promote awareness of the project's purpose and to encourage community participation in recycling plastic containers and to promote scheduled events. PGTV will also provide video coverage with Tumul'kin/Acutan Radio and Wamalali Radio alternating live radio broadcast during workshops and community outreach

events to give updates through news reports. Footage of project activities will be made available on DVD and shared with communities for an increased awareness of project benefits.

Product 23- At least four (4) location clean-ups conducted throughout the targeted communities to remedy areas blighted with improperly disposed solid waste. To promote the level of interest for participation in the workshop and the clean-ups, ten (10) tickets for an Environmental Education Field Trip to one of the conservation areas or art exhibition tour will be awarded.

Product 24- Final version of Feasibility Study Report for a Recycling and Reuse Facility completed from R&D of the recycling industry, processing procedures for manufacturing recycle plastic products, and a cost analysis to compare a standard recycling program versus a reuse facility. The final Report will include at least the following nine subsections of feasibility:

- i. Technology and System: the assessment is based on an outline design of facility requirements in terms of Input, Processes, Output, Fields, Programs, and Procedures.
- ii. Economic: this cost/benefits analysis is to evaluate the effectiveness of a new facility.
- iii. Legal: it is imperative to determine whether the proposed facility conflicts with legal requirements
- iv. Operational: this subsection will measure how well the proposed facility solves the problem of the volume of plastic waste collected and the opportunity for it to eliminate excessive transportation expenses to export recycled material out of the country.
- v. Schedule: the facility project would fail if the processing timeframes take too long to be completed in relation to the cost being incurred. The subsection will assess the collection phase, preparation of material for processing, and time to manufacture an end product against its market demand.
- vi. Market: this subsection will take an in-depth look at the plastic recycling industry and the marketability of potential products in this region, nationally, and globally.
- vii. Resource: this involves questions as to the resources available to build the new facility, amount of available recycled material, qualified labor force or necessity for employee training, and the dependencies of the facility for operational support.
- viii. Cultural: in this stage, the facility's alternatives are evaluated for their impact on the local and general culture. Key areas will be the environmental factors which need to consider the communities willingness to participate.
- ix. Financial: as a new facility, financial viability will be judged on the parameters of: total estimated cost of the facility construction, equipment, working capital for initial

operations, debt equity ratio, projected cash flow and profitability.

Based on progress achieved in Products 17, 18, 19, 20, 21, 22, 23 and 24, the institution will submit a report to the GS/OAS in accordance with Article 1.1 of this Agreement and according to the Proposal submitted (Annex 1). The Final Report shall also include a parallel financing report and a financial report following the templates in paragraph 2 (b) and (c) of Annex 2 to this Agreement. Within thirty (30) days following receipt of the Final Report, the GS/OAS shall review it and notify the Institution in writing whether the Final Report is satisfactory or not. If the Final Report is not satisfactory, GS/OAS shall further notify the Institution in writing its observations and comments, and what the Institution must do to make the Final Report satisfactory. The institution shall have another thirty (30) days from the date of receipt of the written notification, to amend and resubmit the Final Report to the GS/OAS.

- 3.4 The Two (2) Progress Reports and Final Report shall contain all documentation and materials evidencing the attained products and results (including presentations, documents, publications, studies, pictures, videos and CDs, among others) and any other sources used for the drafting of the reports. The financial obligations and all the expenses reported in the financial portions of the Reports must have arisen from legal commitments. The reported expenses must be an account of disbursements made up to the date of each report.

ARTICLE IV **RESPONSIBILITIES OF THE INSTITUTION**

- 4.1. The Institution shall:
- a. In accordance with its Project Proposal set out in Annex 1 to this Agreement, be responsible for Project execution and the monitoring of the achievement of the Project;
 - b. Procure goods and services required for Project execution in accordance with Sections 1. (a) and (b) of Annex 2, Guidelines for Project Implementation, during the effective period of this Agreement;
 - c. Comply with the reporting requirements set out in Articles 3.1, 3.2, 3.3 and 3.4 in accordance with Section 2. (a) and (b) of Annex 2 Guidelines for Project Implementation, during the effective period of this Agreement;
 - d. Cooperate fully with the representatives that GS/OAS designates in writing, to carry out periodic oversight of the Project and to perform such Project evaluations as GS/OAS deems necessary. To this end, the Institution shall allow such persons free access to the premises on which the Project is being executed and to all property, staff, and technical and financial documents pertaining to the Project;
 - e. Maintain an accounting system, including records and accounts in accordance with generally accepted accounting principles, and a financial

management system adequate to reflect its progress and financial condition and to register separately the operations, resources and expenditures related to the Project;

- f. Keep income and expense vouchers and/or supporting documents for the accounting records of the transactions made with the Project funds for a period of (5) five years after the Agreement is completed;
- g. Reimburse any funds contributed by GS/OAS under this Agreement that are unused no later than 60 days after the termination date of this Agreement. This amount shall be reimbursed by means of a remittance in United States dollars, payable to GS/OAS; and
- h. In the event that GS/OAS proposes to conduct an audit of the Project funds contributed by GS/OAS during the effective period of this Agreement and/or within (3) three years after the date of completion of the Project, the Institution shall facilitate to GS/OAS representatives such information on financial or operational matters or financial records related to the Project as may be requested and shall allow full, free, and unrestricted access to the functions, activities, operations, records, property, and staff of the Institution, and to the relevant technical and financial documents.

ARTICLE V **FINANCIAL MANAGEMENT**

- 5.1. Within fifteen (15) days after this Agreement comes into effect in accordance with Article 11.2, the Institution shall authorize one person to serve as the representative to request and receive payments under this Agreement, and shall notify GS/OAS of that designation in writing. The Institution may revoke this authorization and designate another representative upon provision of written notification to DSD, accompanied by an original sample of the new representative's signature. Such notification must be received by DSD at least five (5) calendar days prior to a request for payment by the Institution under its new representative's signature.
- 5.2. The Institution may place the Contribution under this Agreement in an interest-bearing account. Interest accrued on this account must be used for financing only the Project activities. Otherwise, the interest accrued herein must be returned to GS/OAS at the end of this Agreement.
- 5.3. If, at the written request of the Institution, a portion or all of the contributions under this Agreement are converted to or paid in a currency other than United States dollars, the Institution shall bear any losses resulting from exchange rate fluctuations.

ARTICLE VI **WARRANTIES AND LIABILITIES**

- 6.1. The Institution shall defend, indemnify and hold harmless OAS, GS/OAS and their staff, officers and agents from and against any claims, damages, losses and expenses, including, but not limited to, reasonable attorneys fees and court costs arising out of or resulting from performance of the Project that are brought by third parties against them in relation to or resulting from operations carried out by the Institution or the Institution's partners, officers, employees, contractors or agents, except those claims or liabilities resulting from GS/OAS' gross negligence or intentional wrongful acts.
- 6.2. At the request of GS/OAS, the Institution shall obtain insurance policies which reasonably cover the risks associated with implementing this Agreement.
- 6.3. Except as otherwise stated in this Article VI, each Party shall be exclusively responsible for its own actions and omissions in relation to this Agreement.
- 6.4. In the event that the Institution is unable to continue with the execution of this Agreement, the Institution shall immediately notify GS/OAS in writing and shall deliver to GS/OAS all products and materials including, but not limited to software, databases, website domains and their contents, files, equipment and hardware, and tools acquired or developed through the implementation of this Agreement shall be returned to GS/OAS in certified good and workable condition and at no cost to the GS/OAS, to the Director of DSD in Washington D.C., within 60 days from delivery of the written notification.

ARTICLE VII
ATTRIBUTION AND INTELLECTUAL PROPERTY RIGHTS

- 7.1 All documents published and outreach activities (e.g. presentations, workshops, interviews) conducted by the Institution in the execution of this Project shall recognize the role of the OAS, and shall include the OAS and ECPA logos (Annex 4). At the same time, the following disclaimer should be included in all project related materials: "Views expressed in this document do not necessarily reflect the position of the OAS member states or the OAS General Secretariat".
- 7.2 The GS/OAS shall retain title, copyright, patent, or other proprietary rights of the outputs produced under the project with the funds provided by GS/OAS under this Agreement. Prior written request by the Institution, the GS/OAS shall grant to the Institution a non-exclusive unlimited license at no cost for the use of those outputs.

ARTICLE VIII
PRIVILEGES AND IMMUNITIES

- 8.1. 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.

ARTICLE IX
DISPUTE RESOLUTION

- 9.1. Any dispute or complaint that may arise in connection with the execution or interpretation of this Agreement which cannot be settled amicably by the Parties, shall be settled by arbitration pursuant to the arbitration rules, currently in effect, of the United Nations Commission on International Trade Law (UNCITRAL). The place of arbitration shall be Washington, D.C., United States of America, and the law applicable to the arbitration proceedings and to this Agreement shall be the law of the District of Columbia, USA. The language of the arbitration shall be English, unless the Parties mutually agree on another language. The sole arbitrator in accordance with those rules shall decide *ex aequo et bono*, and his/her decision shall be final and binding.

ARTICLE X
INSTITUTIONAL COORDINATION AND NOTICE

- 10.1. The representative of GS/OAS designated to receive and give written notice under this Agreement is:

Name: Richard Huber
Title: Principal Environmental Specialist
Address: OAS General Secretariat Building
1889 F Street, N.W.
Washington, D.C. 20006
United States of America
Tel: (202) 458-3227
Fax: (202) 458-3560
E-mail: RHuber@oas.org

- 10.2. (i) The representative of the Institution designated to receive and give written notice under this Agreement is:

Name: Mark Miller
Title: Executive Director
Address: Jose Maria Nunez Street, PO Box 72, Punta Gorda
Town, Belize
Tel: 702-2198
Fax: 702-2198
E-mail: solarbelize@gmail.com

- (ii) The representative of the Institution designated to coordinate and prepare the deliverables under this Agreement is:

Name: Mark Miller
Title: Executive Director
Address: Jose Maria Nunez Street, PO Box 72, Punta Gorda
Town, Belize
Tel: 702-2198

Fax: 702-2198
E-mail: solarbelize@gmail.com

And

Name: Regina Foster
Title: Project Manager
Address: Jose Maria Nunez Street, PO Box 72,
Punta Gorda Town, Belize
Tel: 626-1774
Fax: 702-2198
E-mail: rfoster@kuttin4u.com / kuttin4u@yahoo.com

- 10.3 All communications and notifications derived from this Agreement will be valid only when submitted via facsimile or electronic mail and are directed to the representatives indicated in Articles 10.1 and 10.2 of this Agreement. Communications and notifications submitted via electronic mail will only be valid when submitted directly from the electronic mail address from the representative of one of the Parties to the electronic mail address from the representative of the other Party.
- 10.4 Either Party may replace its designated representative under this Article by providing advanced written notice to the other.

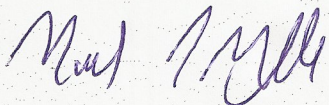

ARTICLE XI
TERM, MODIFICATION, TERMINATION, AND ANNEXES

- 11.1. This Agreement may be modified in agreement with the Parties by written amendment or an exchange of letters signed by the duly authorized representatives of the Parties, dated, and attached hereto.
- 11.2. This Agreement will come into force after its signature by the duly authorized representatives of the Parties, and will remain into effect for fourteen (14) months. Nonetheless, the Parties may agree at any time to extend the term of this Agreement. These actions will be effective once GS/OAS has expressed no objection and when the duly authorized representatives of both Parties have signed an Addendum to this Agreement.
- 11.3. GS/OAS may terminate this Agreement for cause, by giving notice in writing to the Institution five (5) calendar days in advance of the termination date. The following are causes for termination: noncompliance by the Institution with any of the obligations assumed by it under this Agreement; the existence of irregularities in the management by the Institution of the contributions under this Agreement; the bankruptcy of the Institution; the non-receipt by GS/OAS of funding from United States Permanent Mission to the Organization of American States; and, the need to safeguard the interests of the OAS and/or GS/OAS.

- 11.4. This Agreement may be terminated by mutual consent or by either Party giving written notice to the other thirty (30) calendar days in advance of the termination date.
- 11.5. In the situations indicated in Article 11.4 above, the Institution shall not undertake any new obligations under this Agreement after the date of receipt of the termination notice. Moreover, the Institution must submit a final (narrative and financial) report within a period no later than thirty (30) calendar days after receipt of the notification of termination, and in compliance with the parameters set forth in Article III, above.
- 11.6. Within five (5) calendar days of the termination date, the Institution shall reimburse GS/OAS for the portion of the funds provided under this Agreement that were not spent and/or were not irrevocably obligated to third parties prior to the termination date. The reimbursement shall be made by way of remittance in United States dollars payable to the order of GS/OAS.
- 11.7. Annexes 1, 2, 3 and 4 to this Agreement are attached hereto, and are hereby incorporated by reference into this Agreement.
- 11.8. The use of the term "days" in this Agreement refers to calendar days.

SIGNED by the duly authorized representatives of the Parties (Annex 3) in duplicate originals as of the effective date and at the place indicated below:

PO# 325424

FOR PLENTY INTERNATIONAL BELIZE LIMITED:	FOR THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES:
	
Mark Miller Executive Director Plenty International Belize Limited	Sherry Tross Executive Secretary Executive Secretariat for Integral Development
Date:	Date: February 12, 2013
Location: Punta Gorda Town, Belize	Location: Washington D.C.

List of Annexes:

- Annex 1 – Project Proposal (Separate PDF Document available at [http://www.oas.org/en/sedi/dsd/Biodiversity/Sustainable_Cities/Sustainable_Communities/Proposals/BEL-Plenty%20International%20Belize%20\(Waste\)/Complete%20Proposal%20BEL-Plenty%20International.pdf](http://www.oas.org/en/sedi/dsd/Biodiversity/Sustainable_Cities/Sustainable_Communities/Proposals/BEL-Plenty%20International%20Belize%20(Waste)/Complete%20Proposal%20BEL-Plenty%20International.pdf))
- Annex 2 – Guidelines for Project Implementation
- Annex 3 - Delegation of Authority of the duly authorized representatives of the Parties (Separate PDF Document available in [http://www.oas.org/en/sedi/dsd/biodiversity/Sustainable_Cities/Sustainable_Communities/Proposals/BEL-Plenty_International_Belize\(Waste\)\Plenty.asp](http://www.oas.org/en/sedi/dsd/biodiversity/Sustainable_Cities/Sustainable_Communities/Proposals/BEL-Plenty_International_Belize(Waste)\Plenty.asp))
- Annex 4 - OAS and ECPA logos available at: http://www.oas.org/en/sedi/DSD/Biodiversity/Sustainable_Cities/logos.asp

Annex 2 –Guidelines for Project Implementation

1. (a) *Procurement.* The procurement of goods and services should be made on a selective basis upon the value of each acquisition. It is expected that the Institution will ensure that the principle of economy and efficiency is respected and that every effort is made to get the best value for the money.

Steps to be followed:

- Determine the type and units of the required equipment or works and their delivery time;
- Obtain at least three quotations for the required goods or works either by phone or in person; three quotations are not required for petty cash purchases under US\$100.
- Compare the quotations received;
- Select the supplier or contractor, justifying the selection based on the quality and availability of good or work, and the price;
- After executing the payment, keep all documents, including list of suppliers or contractors, receipts, etc, on file for possible audit.

(b) *Selection of Consultants*

Steps to be followed:

- Prepare a job description if an individual is to be selected as a consultant, or terms of reference if a firm is to be selected,
- Issue a letter of invitation, and based on the responses, select the best candidate individual/firm, at least three candidates should be considered and interviewed.
- Contact the selected candidate,
- Negotiate the contract terms and conditions,
- Prepare and sign a contract,
- After the contract is completed, keep all documents on file for possible audit.

Eligible expenditures under this Agreement are:

- Consultants services that work within and/or outside of the Institution;
- Goods necessary to carry out the project;
- Operating costs (means, incremental Institution staff salaries, project administration costs, operation and maintenance of office equipment, and non-durable goods);
- Training (means incremental travel costs. The Institution is encouraged to utilize the Institution co-financing funds to finance staff travel costs)

2. *Reporting.* The Institution shall prepare and furnish to the DSD, in Spanish or English:

(a) Technical and Financial Progress and Final Reports containing at a minimum:

- The Project title, objectives, period reported and amount expended (OAS funds as well as co-financing)
- An executive summary in Spanish and English

- A detailed report on progress to date under each project activity including challenges and/or difficulties encountered to the date of the report;
- Outputs and results achieved in accordance with Article III of the Agreement. Please include an update on the indicators detailed in the Logical Framework under Annex 1 in an effort to measure progress and achievement of project objectives;
- Lessons learned, challenges and possible solutions;
- Next steps

(b) A parallel financing report which shall contain the co-financing contributed by the institution to the project. The following template can be used:

COFINANCING FUNDS		
<small>IMPORTANT: You are filling out this form, because your institution has received a FEMCIDI-WHMSI Grant and an Agreement has been signed. In accordance to article 4.2 of such Agreement, the cofinancing funds are part of the deliverables. Please be sure to keep supporting documents for the records included in this form, in the event that the SG/OAS proposes to conduct an audit.</small>		
INSTITUTION INFORMATION		
Recipient of FEMCIDI-WHMSI Funds	<input type="checkbox"/>	Academic <input type="checkbox"/> NGO <input type="checkbox"/> Governmental Institution <input type="checkbox"/> Multilateral Agency <input type="checkbox"/> Other <input type="checkbox"/>
Institution Name		
Department/Office		
Authorized representative		
Email		
Web site		
Country		
Date		
Units	Cost per Semester Dollars (US\$)	Description
Technical Personnel		
Administrative Personnel		
Equipment and supplies		
Physical Infrastructure		
Documents		
Training		
Others		
Sub-Total	\$ -	

(c) A financial report which shall contain as a minimum a statement of expenditures. The following template can be used:

ORGANIZACION DE LOS ESTADOS AMERICANOS								PO #:	
REPORTE DE GASTOS								Date:	
INSTITUCION xxxxxx								Application #:	1
								Page number:	1
1	2	3	4	5	6	7	8	9	10
Item No.	Nombre del proveedor / Descripción	Numero de contrato	Ubicación	Monto original del contrato (equivalente en Dolares)	% Financiado por SGI/OEA	Pagos acumulados ya reportados	Fecha de Pago	Factura	Monto
1									
2									
3									
TOTAL									\$0.00