

BILATERAL AGREEMENT

Classification: 73-2018

Entry Date: 12/10/2018

Name of Agreement: Pass- through Contribution Agreement between the General Secretariat of the American States (GS/OAS) through the Executive Secretariat of the Interamerican Commission on the Human Rights and Pan American Development Foundation (PADF) for the provision of administrative and financial services to support the interdisciplinary group of independent experts in Nicaragua.

Subject: The purpose of this Agreement is to establish a regulatory framework with respect to the financial resources involved in the provision by GS/OAS of the Donor's contribution to the Receiving Entity in the form of a Pass- Through Contribution from GS/OAS to the Receiving Entity.

Parties involved: GS/ Pan American Development Foundation.

Reference: Pan American Development Foundation.

Signature Date: August 9, 2018

Place of Signature: Washington D.C

Unit in Charge: Secretariat of the Inter American Commission on Human Rights

Person in Charge: Paulo Abrao

Additional notes:



OAS | More rights
for more people

EXECUTIVE ORDER No. 05-06 REV. 1

ANNEX III

DELEGATION OF AUTHORITY

PASS-THROUGH CONTRIBUTION AGREEMENT BETWEEN THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES THROUGH THE EXECUTIVE SECRETARIAT OF THE INTER-AMERICAN COMMISSION ON HUMAN RIGHTS AND PAN AMERICAN DEVELOPMENT FOUNDATION FOR THE PROVISION OF ADMINISTRATIVE AND FINANCIAL SERVICES TO SUPPORT THE INTERDISCIPLINARY GROUP OF INDEPENDENT EXPERTS IN NICARAGUA

I, Luis Almagro, Secretary General of the Organization of American States ("OAS"), hereby authorize to Mr. Paulo Abrão, Executive Secretary of the Inter-American Commission on Human Rights, to sign the above-referenced Modification of the Agreement on behalf of the General Secretariat of the OAS.

This delegation of authority expires on the 8th day of August 2018.

A handwritten signature in black ink, appearing to be "Luis Almagro", is written over a horizontal line.

Luis Almagro
Secretary General

Place: Washington, DC

Date: August 6, 2018

PASS-THROUGH CONTRIBUTION AGREEMENT

BETWEEN

THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES THROUGH THE EXECUTIVE SECRETARIAT OF THE INTER-AMERICAN COMMISSION ON HUMAN RIGHTS

AND

PAN AMERICAN DEVELOPMENT FOUNDATION

FOR THE PROVISION OF ADMINISTRATIVE AND FINANCIAL SERVICES

TO

SUPPORT THE INTERDISCIPLINARY GROUP OF INDEPENDENT EXPERTS IN NICARAGUA

THE PARTIES TO THIS AGREEMENT (hereinafter the "Agreement"), the General Secretariat of the Organization of American States (hereinafter "GS/OAS") a public international organization, with headquarters located at 1889 F Street, NW, Washington, D.C., 20006 represented by its Secretary General, Mr. Luis Almagro, and Pan American Development Foundation (hereinafter "PADF" and/or the "Receiving Entity"), a not-for-profit organization incorporated under the laws of the District of Columbia, and it is tax exempt under Section 501(c)(3) of the U.S. Internal Revenue Service Code represented by Katherine Taylor.

CONSIDERING:

That GS/OAS and the Receiving Entity, PADF have common interests with regard to topics pertaining to promoting and defending human rights; and

That GS/OAS is to receive or has received a Contribution from a Donor for the purposes to support the Interdisciplinary Group of Independent Experts (GIEI as the acronym in Spanish) in Nicaragua to the project known as **GIEI Nicaragua** (hereinafter "the Project"),

That the Receiving Entity is willing to accept the Contribution subject to the terms stated in this Agreement; and

That 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 Agreement.

ARTICLE I PURPOSE

1.1 The purpose of this Agreement is to establish a regulatory framework with respect to the financial resources involved in the provision by GS/OAS of the Donor's contribution to the Receiving Entity in the form of a Pass-Through Contribution from GS/OAS to the Receiving Entity.

ARTICLE II OBLIGATIONS OF THE GS/OAS

2.1 Wholly contingent upon GS/OAS actual receipt of the Contribution from the Donor, and subject to any and all conditions of the Donor as to the Contribution, GS/OAS shall provide to the Receiving Entity the following amount: **USD 51,872.36** (hereinafter the Contribution") within 15 days after the actual receipt of the Contribution from the Donor. GS/OAS shall effect the pass-through of said Contribution to the Receiving Entity by means of one deposit to the account specified by the Receiving Entity identified in Article 5.2 of this Agreement and in accordance with the provisions of Article IV of this Agreement.

ARTICLE III OBLIGATIONS OF THE RECEIVING ENTITY

3.1 The Receiving Entity has exclusive responsibility for the administration of the funds received under this Agreement. GS/OAS is not responsible for executing, reporting, or auditing those funds, and these functions are the sole responsibility of the Receiving Entity.

3.2 In case of remnants funds of this pass-through Agreement, these shall be returned to the GS/OAS to be reported as funds remaining from the contribution of the Donor.



**ARTICLE IV
FINANCIAL PROVISIONS**

4.1 The pass-through transfer of the Contribution from GS/OAS to the Receiving Entity shall be carried out by means of check deposit or through bank transfers. The pass-through shall be effected using the following information:

Bank full name: Citibank FSBP.O. Box 19748 Washington, DC 20036-0748
ABA/Routing #: 254070116
SWIFT CODE: CITIUS33
Bank's address: Account number: 15438147
Account name: Pan American Development Foundation (PADF)
Project Name: GIEI Nicaragua

4.2 In accordance with its rules, GS/OAS shall recover costs associated with the handling of a Pass-through Contribution. GS/OAS shall deduct a cost recovery fee of 0.5% of the Pass-through Contribution but not less than USD \$50, and up to USD \$500.00 when transferring the Pass-through Contribution to the Receiving Entity. The aforementioned cost recovery fees are separate and apart from GS/OAS indirect cost recovery (ICR) required of the Contribution.

4.3 In accordance with its rules, the PADF shall recover costs associated with the handling of the Pass-through Contribution. PADF shall charge a cost recovery fee of 7% of the Pass-through Contribution.



**ARTICLE V
COORDINATION AND NOTICE**

5.1 Within the GS/OAS, the dependency responsible for coordinating GS/OAS activities under this Agreement is the Executive Secretariat of the Inter-American Commission on Human Rights (IACHR) and the Coordinator is Mr. Paulo Abrão. Notifications and communications should be directed to the Coordinator at the following street address, fax and electronic mail:

General Secretariat of the OAS
Paulo Abrão, Executive Secretary of the IACHR
1889 F Street, N.W.
Washington, D.C. 20006
United States of America
Telephone: 202-370-9000
Electronic Mail; pabrao@oas.org

5.2 The dependency responsible within the Receiving Entity for coordinating the activities under this Agreement is Executive Director of the Pan American Development Foundation, Ms. Katherine Taylor. Notifications and communications should be directed to the Coordinator at the following street address, fax and electronic mail:

Katherine Taylor
Executive Director
Pan American Development Foundation (PADF)
1889 F Street 2nd floor
Washington, DC 20006
Telephone: (202) 458-3969

5.3 All communications and notifications under this Agreement will be validly made only when they are sent by mail, facsimile, or electronic mail and are addressed to the Coordinators whose names are set out in Articles 5.1 and 5.2 of this Agreement. When the communications and notifications are transmitted by electronic mail they shall be valid if and when they are sent directly from the electronic address of the Coordinator of one of the Parties to the electronic address of the Coordinator of the other.

5.4 Either Party may change the responsible dependency, the designated Coordinator, the address, telephone, fax or electronic mail indicated by notifying the other Party in writing.

**ARTICLE VI
CIVIL RESPONSIBILITY AND INDEMNIFICATION**

6.1 The Receiving Entity shall indemnify and hold harmless the GS/OAS and its staff from and against any claims or damages, including court costs and attorney's fees, resulting from activities associated with the execution of the Project as well as with the Receiving Entity's custody, use or expenditure of the Pass-through Contribution. If for any reason a third party should file a claim against the GS/OAS in relation to the execution of this Project, the Receiving Entity shall be considered as the principal vis-à-vis the claimant and the sole party obligated to respond.

**ARTICLE VII
PRIVILEGES AND IMMUNITIES**

7.1 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 VIII
DISPUTE RESOLUTION**

8.1 Any dispute that arises in connection with the application or interpretation of this Agreement shall be resolved by direct negotiation between the Parties. If the Parties are unable to reach a mutually satisfactory solution, they shall submit the matter to a mutually agreed upon procedure of arbitration. The decision shall be final and binding and not subject to appeal.

**ARTICLE IX
GENERAL PROVISIONS**

9.1 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 VII, and the Receiving Entity 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.

9.2 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.


9.3 This Agreement shall enter into force upon signature by the duly authorized representatives of the Parties and shall remain in force throughout the execution of this Project until the 31st January 2019.

9.4 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.

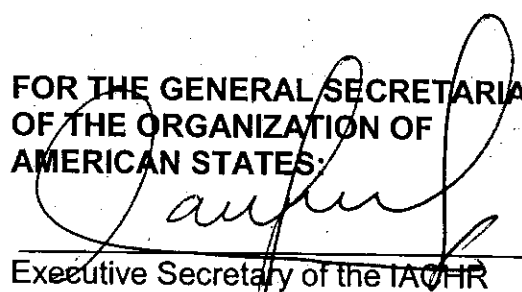
9.5 Articles VI, VII and VIII shall survive the expiry or the termination of this Agreement.

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

**FOR THE PAN AMERICAN
DEVELOPMENT FOUNDATION:**


Executive Director

**FOR THE GENERAL SECRETARIAT
OF THE ORGANIZATION OF
AMERICAN STATES:**


Executive Secretary of the OAS

Place: Washington DC

Date: August 9, 2018

Place: Washington, DC

Date: August 7, 2018