



**GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES
PERFORMANCE CONTRACT**

Source of Financing: [] Regular Fund [X] Other Funds
 Funds Reserved on: 1 / 4 / 2011
 CPR Requisition No.: 211742

The Parties, the General Secretariat of the Organization of American States ("GS/OAS") and the Independent Contractor ("the Contractor"), identified as:

- a. Name: FUNDAMEDIOS
 b. Address: AV. OCCIDENTAL N51-151 ANTONIO ROMAN EDIF. TORRES CONSTELACION OF. 101 QUITO,
 c. If Legal person (Corporation, Partnership, or Limited Liability Company), name and address of agent appointed to receive legal process:
 i. Name: CECAR RICAURTE ii. Address: REPUBLICA 476, ENTRE MARIN CARRION Y ALMAGRO, E DIFICIO RESIDENTE,

HEREBY AGREE AS FOLLOWS:

1. **Product or Service:** The Contractor shall furnish GS/OAS with the product or service ("the Work") described in the Terms of Reference attached as Annex I, which is an integral part of this Contract.
 a. The Project for which the Work is provided is The Exec. Secret. of the I-A Comm. on Human Rights-16010
 b. The Place for delivery and/or performance of the Work is: HEADQUARTERS
 c. The Dates for delivery and/or performance of the Work are: From: April 8 2011 To: April 29 2011
 2. **Gross Compensation and Payments:** GS/OAS shall pay the Contractor the total sum of 5,000.00
 as the entire compensation ("Gross Compensation") for the Work, payable in (type of currency) USD
 a. The Gross Compensation paid to a Natural Person who provides services to GS/OAS for more than one month in any calendar year under a Performance Contract or series of such Contracts shall be itemized into two categories, "net compensation" and "overhead," as set out in Annex III. (Annex III is inapplicable to and unnecessary for all other types of Performance Contracts.)
 b. Payment of Gross Compensation shall be made in amounts, upon the approximate dates, and upon completion of the following benchmarks, unless otherwise stated in the Terms of Reference.

	<u>Benchmark</u>	<u>Estimated Date</u>	<u>Amount</u>
- First	Contra la firma del contrato	April 8 2011	1,500.00
- Second	Contra la entrega del Informe final	April 29 2011	3,500.00

- c. All payments are subject to Contractor's presentation of evidence of completion of the Work and to certification by GS/OAS's certifying officer that the Work is satisfactory. For purposes of this Contract, GS/OAS's certifying officer is:
 Name: Botero Marino, Catalina; Title: Special Rapporteur for Freedom
 GS/OAS may unilaterally change the certifying officer and shall notify Contractor of any such change.

3. **General Terms and Conditions:** The Parties are bound by the General Terms and Conditions set out in Annex II, which is an integral part of this Contract.

4. **Contract Modification:** This Contract may be modified only by a writing signed by the duly authorized representatives of the Parties, dated, and annexed hereto. Those representatives are:

For GS/OAS: Name: Botero Marino, Catalina Title: Special Rapporteur for Freedom
 For the Contractor: Name: FUNDAMEDIOS Title: Independent Contractor

Each Party may change its duly authorized representative by advising the other by way of prior written notice.

Signed by the Parties, or their duly authorized representatives, as the case may be, on the date and in the place indicated below:

Signature: [Signature]
 Name: Botero Marino, Catalina
 Title: Special Rapporteur for Freedom Date: _____
 Place: _____

Signature: [Signature]
 Name: _____
 Title: _____ Date: _____
 Place: _____

ANNEX I
TERMS OF REFERENCE *

FUNDAMEDIOS

La Relatoría Especial para la Libertad de Expresión (en adelante "La Relatoría" o la "RELE") y FUNDAMEDIOS (en adelante "FUNDAMEDIOS") ~~convienen formalizar una relación contractual que se registrará por este contrato, y en particular por los siguientes términos:~~

TITULO DE LA ACTIVIDAD: Dos Seminarios "Sistema interamericano de protección de derechos humanos y libertad de expresión" uno en Guayaquil y otro en Quito

En el marco del Proyecto de Fortalecimiento de la Libertad de Expresión en las Américas, con la financiación de la Comisión Europea

Fecha: 12 o 13 de abril de 2011

Público: 35 a 40 personas en cada evento. El público invitado estará conformado por periodistas y organizaciones que trabajan en libertad de expresión, profesores, académicos y estudiantes de postgrado de Derecho, Comunicación y afines

OBJETIVOS

Dar a conocer el sistema interamericano de derechos humanos y estándares internacionales sobre el derecho a la libertad de expresión

EL TEMARIO DEL SEMINARIO

1. Sistema Interamericano de Derechos Humanos
2. Mandato de la Relatoría Especial para la Libertad de Expresión y logros hemisféricos en materia de libertad de expresión
3. Desafíos para la libertad de expresión *en las Américas*
4. Estándares Interamericanos sobre libertad de Expresión
5. Estándares Interamericanos sobre acceso a la información pública

La universidad puede desarrollar un tema adicional local en el marco del tema general del seminario.

COMPROMISOS DE LA RELATORIA

1. Suministrar los archivos con información complementaria para entregar a los asistentes
2. Entregar 80 libros sobre la Agenda Hemisférica para la Defensa de la Libertad de Expresión.
3. Los Tiquetes aéreos y el alojamiento del personal de la Relatoría que acompaña el evento.

COMPROMISOS DE CADA UNIVERSIDAD

- a) Disponer de un salón o auditorio de excelentes especificaciones y espacio para la cantidad de personas que se prevean como asistentes (mínimo 35 personas) en cada uno de los eventos. El salón debe contar con video beam, computador y sonido

* The same representatives of the Parties that sign the first page of the Form must sign and date at the end of each Annex.

FOR GS/OAS

Signature: _____

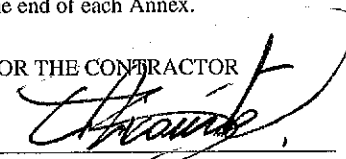
Date: _____



FOR THE CONTRACTOR

Signature: _____

Date: _____



TERMS OF REFERENCE *
(Continuation)

- b) Suministrar Refrigerios AM/PM y almuerzos en cada uno de los eventos
- c) Realizar la convocatoria y difusión del seminario, para lo cual deberá organizar la base de invitados para cada evento.
- d) ~~Entregar una carpeta con libreta de apuntes, programa, un CD con información complementaria. La Relatora entregara un libro sobre la Agenda Hemisférica para la Defensa de la Libertad de Expresión.~~
- e) Disponer de un asistente para efectuar la confirmación y registro de asistentes en cada una de las dos ciudades.
- f) Desplazar a los conferencistas desde el hotel hasta el sitio del seminario.
- g) Aplicar la evaluación de la actividad de acuerdo con el modelo establecido por la Relatoria y tabular las correspondientes respuestas.
- h) Elaborar el informe de cada evento el cual debe contener una descripción o narración de los objetivos, expectativas cumplidas, además de un relato sobre como se realizó la convocatoria, asistentes, evidencia de la asistencia y materiales con los anexos respectivos: el programa desarrollado, el material suministrado copia y cd, evidencia de la difusión realizada (copias de las invitaciones, base de datos), fotografías del evento, registro de asistencia: nombre, entidad, cargo, identificación, email teléfono, y firma y lista de gastos del evento. También deberá incluir una ficha diligenciada por cada una de las organizaciones participantes en los eventos, según el formato suministrado por la Relatoria.

VALOR Y FORMA DE PAGO

La Relatoria tiene un presupuesto disponible de US\$5,000 del proyecto de fortalecimiento del derecho a la libertad expresión en las Américas, financiado por la Comisión Europea para el desarrollo de este contrato.

Se realizaran un pago contra la firma de contrato del 30% del contrato, es decir, \$1,500 y un segundo pago de \$3,500 contra la entrega del informe de actividades del seminario.

* The same representatives of the Parties that sign the first page of the Form must sign and date at the end of each Annex.

FOR GS/OAS

Signature: _____

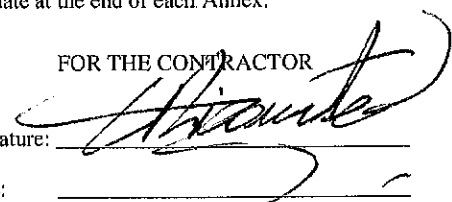
Date: _____



FOR THE CONTRACTOR

Signature: _____

Date: _____



**ANNEX II
GENERAL TERMS AND CONDITIONS**

1. Contractor is neither an employee nor a staff member of GS/OAS and is not entitled to any of the rights, benefits, and emoluments of GS/OAS staff members.
2. Contractor undertakes to perform Contractor's functions under this Contract and to regulate Contractor's conduct in conformity with the nature, purposes, and interests of the GS/OAS. Contractor shall complete the Work in accordance with the highest professional standards and shall conform to all governmental pertinent laws and regulations.

3. Contractor accepts full legal responsibility for the Work, including all liability for any damages or claims arising from it, and agrees to hold GS/OAS and its staff members harmless from all such damages or claims. Contractor shall provide certificates of insurance coverage as GS/OAS may require for proof of ability to cover such liability.
4. Contractor does not legally represent GS/OAS, shall not hold himself out as having such powers of representation, and shall not sign commitments binding GS/OAS.
5. Contractor shall not have any title, copyright, patent, or other proprietary rights in any Work furnished under this Contract. All such rights shall lie with GS/OAS. At the request of GS/OAS, the Contractor shall assist in securing the intellectual property rights produced under this Contract and in transferring them to GS/OAS.
6. All information (including files, documents, and electronic data, regardless of the media it is in) belonging to GS/OAS and used by Contractor in the performance of this Contract shall remain the property of GS/OAS. Unless otherwise provided in the Terms of Reference (Annex I), Contractor shall not retain such information, and copies thereof beyond the termination date of this Contract, and Contractor shall not use such information for any purpose other than for completion of the Work.
7. Administrative Memorandum No. 90 "Information Systems Security Policy", Executive Order No. 95-07 "Prohibitions Against Sexual Harassment", and Executive Order No. 05-07 "Prohibition Against Workplace Harassment", are readily available at <http://www.oas.org/legal/intro.htm>. Contractor certifies that he has read those documents and agrees to comply fully with them.
8. The Gross Compensation paid Contractor constitutes full consideration for the Work. It covers all fees, expenses, and costs incurred by Contractor in providing the Work, as well as Contractor's direct compensation for same.
9. Because Contractor is an independent contractor, GS/OAS is not responsible for providing social security, workmen's compensation, health, accident and life insurance, vacation leave, sick leave, or any other such emoluments for Contractor and his employees under this Contract. Contractor is solely responsible for providing those benefits, and the Parties have agreed upon the Gross Compensation hereunder to enable Contractor to satisfy that responsibility. At the request of GS/OAS, the Contractor will provide satisfactory evidence of workman's compensation and other insurance coverage that may be required for all its employees or such Contractors.
10. Contractor warrants that his performance of the Work will not violate applicable immigration laws, and Contractor shall not employ any person for the performance of this Contract where such employment would violate those laws.
11. Unless otherwise specified in this Contract, Contractor shall have the sole responsibility for making Contractor's travel, visa, and/or customs arrangements related to and/or required for the performance of this Contract, and GS/OAS shall have no responsibility for making or securing such arrangements.
12. This Contract shall be null and void in the event the Contractor is unable to obtain a valid visa and other permits or licenses necessary to complete the Work in the country where the Contract is to be performed.
13. Unless otherwise specified in this Contract, Contractor shall neither seek nor accept instructions regarding the Work from any government or from any authority external to the GS/OAS. During the period of this Contract, Contractor may not engage in any activity that is incompatible with the discharge of Contractor's obligations under this Contract. Contractor must exercise the utmost discretion in all matters of official business for GS/OAS. Contractor may not communicate at any time to any other person, government, or authority external to GS/OAS any information known to him by reason of his association with GS/OAS which has not been made public, except in the course of the performance of Contractor's obligations under this Contract or by written authorization of the Secretary General or his designate; nor shall Contractor at any time use such information to private advantage. These obligations do not lapse upon Contract termination. Failure to comply with these obligations is cause for termination of this Contract.

14. Unless specifically provided for in this Contract¹ in accordance with CPR Rule 5.13.1, the Contractor may not directly supervise a GS/OAS staff member or direct a project or mission that requires the Contractor to supervise GS/OAS staff members.

15. Contractor shall not openly participate in campaign activities for or otherwise openly support and or promote any candidate for elected positions in the OAS; nor shall Contractor use the facilities of the GS/OAS and/or its staff provided to him under this Contract to support and promote the candidacy of any candidate for an elected position in the OAS.

16. GS/OAS may terminate this Contract for cause with five days notice in writing to the Contractor. Cause includes, but is not limited to: failure to complete the Work in accordance with professional standards or to otherwise deliver conforming goods and services; failure to meet deadlines; conduct which damages or could damage relations between the OAS and a member state; fraudulent misrepresentation; criminal indictment; sexual harassment; workplace harassment; bankruptcy; conduct incommensurate with the requirements for participation in OAS activities; and breach of any of the provisions of this Contract.

17. Either party may terminate this Contract for unforeseen circumstances by giving at least thirty days notice in writing to the other. Unforeseen circumstances include, but are not limited to, modifications to the Program-Budget of the OAS; lack of approved funds in the OAS Program-Budget for the corresponding program or project; failure of a donor to provide fully the specific funds which were to finance this Contract; an act of God; and the Secretary General's or a member state's desire to discontinue the Work.

18. In the event this Contract is terminated with or without cause, Contractor shall submit to GS/OAS all of the Work completed and shall receive payment for only that portion of the Work completed to the satisfaction of GS/OAS up until the date of termination.

19. Contractor certifies that:

- a. Neither the Contractor nor any of its senior officers and employees, on the date of the signing of this Contract, is a relative of any GS/OAS staff member above the P-3 level or of a representative or delegate to the OAS from a OAS Member State. The term "relative" includes spouse, son or daughter, stepson or stepdaughter, father or mother, stepfather or stepmother, brother or sister, half brother or half sister, stepbrother or stepsister, father or mother-in-law, son or daughter-in-law, brother or sister-in-law.
- b. He is not incompetent to enter into this Contract, is not on trial in a criminal court of any of the member states, and has never been convicted of a felony or of any crime involving dishonesty, fraud or theft in any member state.
- c. Completion of the Work shall not interfere with the completion of work for which he is responsible under any other contract with GS/OAS.

20. Contractor shall not employ a staff member of GS/OAS or a relative of a staff member as defined in Paragraph 19 (a) above to perform the Work, nor shall Contractor permit any staff member of GS/OAS or any relative of the staff member, as defined in that Paragraph, to receive any personal financial benefit deriving from this Contract or the Contractor's contractual relationship with GS/OAS.

21. Contractor shall not assign this Contract or any element thereof, without the prior written consent of GS/OAS.

22. Upon written notice by either Party to the other, any dispute between the Parties arising out of this Contract may be submitted to either the Inter-American Commercial Arbitration Commission or the American Arbitration Association, for final and binding arbitration in accordance with the selected entity's rules. The law applicable to the Arbitration proceedings shall be the law of the District of Columbia, USA, and the language of the arbitration shall be English.

23. Nothing in this Contract constitutes an express or implied waiver by GS/OAS of its privileges and immunities under the laws of the United States of America or international law.

24. This Contract shall enter into effect on the date on which it is signed by both Parties. Provided, further, that this Contract shall have no legal effect until it has been signed by both Contractor and a duly authorized representative of the GS/OAS.

1. Any such provision must comply with the requirements of CPR Rule 5.13.1 in Executive Order No. 05-04, Corr. No. 1 at <http://www.oas.org/legal/english/gensec/EXOR0504CORR1.doc>

25. The law applicable to this Contract is the law of the District of Columbia, USA.

26. This Contract, including Annexes I-III, constitutes the entire agreement between the Parties, and any representation, inducement, or other statements not expressly contained herein shall not be binding on the Parties and shall have no legal effect.

27. The masculine terms employed in this Contract should be understood to apply to males, females and legal persons; singular pronouns should be understood to apply to the plural, when appropriate.

FOR GS/OAS

Signature: _____

Date: _____

FOR THE CONTRACTOR

Signature: _____

Date: _____