

Sida Contribution No:
65000098/12
Agreement No:
A5202015

**AGREEMENT BETWEEN SIDA AND UNIVERSIDAD NACIONAL
AUTÓNOMA DE HONDURAS – UNAH ON SUPPORT TO THE
IMPLEMENTATION OF THE “INTERNATIONAL SEMINAR.
DEMOCRACY AND GOVERNANCE: EVALUATION AND
PERSPECTIVES” - JUNE, 2010**

THE PARTIES

The parties to this Agreement are the Swedish International Development Cooperation Agency (Sida) and Universidad Nacional Autónoma de Honduras (UNAH).

A The Swedish International Development Cooperation Agency, Sida

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B Universidad Nacional Autónoma de Honduras, UNAH

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Tegucigalpa, Honduras
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Sida is represented in Honduras by the Embassy of Sweden – Guatemala, Section for Development Cooperation.

ARTICLE 1 SCOPE AND OBJECTIVES OF THE AGREEMENT

The contribution shall be used for activities specified in the application dated February 22, 2010, which has been approved by Sida on March 19, 2010 (Enclosure 1) and e-mail dated March 24, 2010 (Enclosure 2).

The main objective of the bilateral cooperation is to implement the “International Seminar: Democracy and Governance: Evaluation and Perspectives” in Tegucigalpa, in June, 2010 with UNAH as organizer of

the event, in accordance with the proposal dated February 22, 2010, and e-mail dated March 24, 2010.

ARTICLE 2 THE SWEDISH CONTRIBUTION

Sida shall make available a total amount not exceeding SEK 1,100,000. The amount that shall relate to activities described in the attached proposal.

The funds will be disbursed to CEDOH. Cooperation and division of responsibilities between CEDOH and UNAH will be regulated in a separate letter of understanding between the two organisations.

ARTICLE 3 UNDERTAKINGS BY UNAH

1. to be responsible for the seminar
2. to plan, organise, carry out and follow up the seminar.
3. to provide professional, administrative and physical/logistical support required for the successful implementation of the seminar.
4. to ensure that administration and internal control of resources related to the seminar are adequately handled.

ARTICLE 4 CONDITIONS FOR THE USE OF THE SWEDISH CONTRIBUTION

The contribution shall be used in accordance with the proposal dated February 22, 2010, and e-mail dated March 24, 2010.

Only costs for activities carried out during the period from the day this agreement is signed by both parties to August 31, 2010 may be financed from the Swedish contribution. After a period of one month from the latter date, no contribution under this Agreement shall be payable.

Funds not utilised for financing activities before August 31, 2010 shall be repaid to Sida within one month of that date.

Should circumstances arise that call the feasibility or validity of the seminar into question or cause UNAH to make major changes in its objectives, or if UNAH decides to make any substantial deviation from the plan presented, UNAH must obtain Sida's written approval before continuing the seminar or before implementing such changes.

Sida may decide to withhold the disbursement, wholly or in part, if substantial deviations from the presented plan and budget occur, the main seminar objective(s) is/are imperilled, reports are not delivered as agreed or the seminar develops unfavourably in any other important respect in

terms of the objective(s). Before taking such a decision, Sida shall initiate discussions with UNAH.

Sida and UNAH agree to co-operate on preventing corruption within and through the seminar and undertake to take rapid legal measures to stop, investigate and charge any party suspected on good grounds of corruption or other wilful misuse of resources.

When reports, studies and other information are produced, Sida's cooperation as financier shall be indicated. Sida's name may not be used in such a way that Sida can be regarded as having contributed to or vouching for the content. Sida shall, at its sole discretion, have the right to copy and distribute information and educational material that UNAH has produced under this Agreement

ARTICLE 5 PLANNING, REVIEW AND REPORTING

UNAH and Sida shall meet, if necessary, to follow up the progress of the seminar. Meetings will be requested by either of the parties, when necessary.

UNAH shall furnish Sida with a narrative report on the seminar. The report shall cover the results obtained and the impact expected.

The report shall cover the activities of the seminar and summarise the extent to which its objective(s) have been achieved. The report shall be submitted to Sida no later than August 31, 2010.

UNAH shall promptly inform Sida if reports and plans cannot be submitted as agreed.

Irrespective of agreed reporting routines, the parties shall promptly inform each other if a situation arises that makes it likely that the seminar will not be carried out as agreed.

UNAH shall provide Sida with any other information regarding the seminar that Sida may reasonably request and shall enable Sida representatives to visit seminar locations and inspect property, goods, records and documents. UNAH shall co-operate with and assist Sida in the performance of follow-ups and evaluations of the impact of the seminar.

ARTICLE 6 DISBURSEMENT

a) Disbursements to UNAH

No disbursements shall be directed to UNAH during this agreement period. Sida will disburse funds to the external collaborating institution (CEDOH).

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b) Disbursement to external collaborating institution (CEDOH)

The only disbursement will be made available after signing of this agreement and the agreement between Sida and CEDOH.

ARTICLE 7 AUDIT

The contribution shall be audited in connection with the annual ordinary audit of CEDOH. CEDOH is responsible for the audit and the report will be submitted before March 15, 2011.

The UNAH shall co-operate with and assist Sida in the performance of any additional audits, follow-ups and financial studies that Sida may request.

ARTICLE 8 COPYRIGHT

Sida shall have the right to copy and distribute in a suitable form any report and/or study that have been submitted by UNAH to Sida as part of the seminar.

Results of the seminar shall be published and distributed. Due credit and recognition shall be given to Sida and UNAH.

ARTICLE 9 ARBITRATION AND APPLICABLE LAW

Any dispute, controversy or claim arising out of or in connection with the Agreement that cannot be settled amicably shall be definitively resolved by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce.

A single arbitrator shall be appointed. The place of arbitration shall be Stockholm and the language used in the proceedings shall be English.

The agreement shall be governed by the substantive law of Sweden without regard to its conflict of law rules.

ARTICLE 10 TERMINATION

This Agreement shall remain valid until March 31, 2011, unless terminated earlier by six months' written notice by either Party. In the event of termination by Sida the termination shall not apply to funds irrevocably committed in good faith by UNAH to third parties before the date of the notice of termination, provided that the commitments were made in accordance with this Agreement.

In case of serious breach of the Agreement, Sida may terminate the Agreement with immediate effect.

In the event of termination by UNAH, no funds shall be made available for activities after the expiry of the Agreement.

ARTICLE 11 EFFECTIVE DATE

This Agreement shall become effective on the date when both parties have signed.

Two originals of the text of this Agreement, written in the English language, have been signed, of which the parties have taken one each.

Tegucigalpa 2010 04 08
Place and date

Place and date

For the Swedish International
Development Cooperation
Agency (Sida)

For UNAH

Jan Robberts
Signature

Jan Robberts
Country Manager
Name and title in block letters

Julieta Castellanos
Signature

Julieta Castellanos
Rectora
Name and title in block letters



ENCLOSURES:

1. Proposal dated February 22, 2010
2. E-mail dated March 24, 2010