

03/21/14

FINAL BENCHMARK

SECOND BENCHMARK

FISRT BENCHMARK

AMOUNT: \$ 30,000.00



31-JULIO-2014	END DATE
OEA/URUGUAY	PAYMENT COUNTRY
SDU-ES/132; UNEP10/01	PROJECT/AWARD #
159592	SUPPLIER #
553840	PURCHASE ORDER #
	CPR REQ#
265022	REQ#
2014	APROVED DATE

CPR - UNIVERSIDAD DE LA  
 REPUBLICA-FACULTAD DE  
 AGRONOMIA

Appr 0



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

Source of Financing: [ ] Regular Fund [X] Other Funds

Funds Reserved on: 21 / 3 / 2014

CPR Requisition No.: 265022

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

a. Name: UNIVERSIDAD DE LA REPUBLICA- FACULTAD DE AGRONOMIA

b. Address: GS/OAS COUNTRY OFFICE IN URUGUAY MONTEVIDEO.

c. If Legal person (Corporation, Partnership, or Limited Liability Company), name and address of agent appointed to receive legal process:

i. Name: Rodrigo Arocena Linn ii. Address: \_\_\_\_\_

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 Department of Sustainable Development-18010

b. The Place for delivery and/or performance of the Work is: Uruguay

c. The Dates for delivery and/or performance of the Work are: From: April 1 2014 To: July 31 2014

2. **Gross Compensation and Payments:** GS/OAS shall pay the Contractor the total sum of 30,000.00

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	A la firma del contrato	April 15 2014	8,000.00
- Second	Contra entrega y aprobación Producto 1	April 30 2014	8,000.00
- Third	Contra entrega y aprobación Producto 2	June 30 2014	8,000.00
- Fourth	Contra entrega y aprobación Producto 3- Final	July 31 2014	6,000.00

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: Campos, Maximiliano Title: Sr. Officer

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: Springer, Cletus Ignatius Title: Director

For the Contractor: Name: UNIVERSIDAD DE LA REPUBLICA- FACULTAD DE AGRONOMIA 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: \_\_\_\_\_  
Name: Tross, Vaughna S  
Title: Executive Secretary Date: 2014-03-28  
Place: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_ Date: 06 MAYO 2014  
Place: \_\_\_\_\_

**ANNEX I**  
**TERMS OF REFERENCE \***

**TÉRMINOS DE REFERENCIA**

**CONSULTORIA: ELABORAR EL MAPA ESTIMATIVO DE PRODUCCION DE SEDIMENTOS (ERODABILIDAD), DEL SUELO EN LA CUENCA DEL PLATA**

Contratación de servicios especializados para la elaboración del mapa de degradación por erosión hídrica (erodabilidad) de los suelos de la Cuenca del Plata, con parámetros hídricos del suelo para uso de la modelación hidrológica, y la identificación de vacíos de información, preparación del informe de la consolidación de los resultados. La consultoría se realizará como parte del Subcomponente II.5 de "Degradación de la Tierra" del Programa Marco para la Gestión Sostenible de los Recursos Hídricos de la Cuenca del Plata, ejecutado por el Comité Intergubernamental Coordinador de la Cuenca del Plata (CIC), en colaboración con la SG/OEA.

**I. Antecedentes**

En la Cuenca del Plata, las principales problemáticas críticas asociadas a degradación de la tierra y desertificación son pérdida de suelos, navegabilidad, calidad de agua, y alteración en la biodiversidad. Entre los factores condicionantes se incluye al cambio en el uso del suelo, como resultado de la expansión de la frontera agrícola, con la incorporación de zonas marginales y frágiles a la producción, frente al alza de los precios internacionales de los granos; limitaciones tecnológicas y el uso de tecnologías no apropiadas en la producción agrícola; y la deforestación de cuencas hidrográficas, ocasionando la sedimentación en canales y puertos de las hidrovías, y colmatación y pérdida de capacidad de los embalses, afectando la capacidad de producción hidroeléctrica.

La temática degradación de tierra y desertificación ha sido considerada desde distintos proyectos FMAM en la región, tales como Bermejo, Alto Paraguay, y Gran Chaco, así como en el marco de programas e iniciativas nacionales. A través del Programa

Marco, se definen acciones de articulación de estos proyectos e iniciativas, dirigido al manejo integrado de la Cuenca del Plata, y la identificación de otras zonas con procesos de degradación, planteando intervenciones de acuerdo a sus especificidades y las experiencias generadas en los proyectos en ejecución.


El objetivo principal del Subcomponente II.5 de "Control de la Degradación de la Tierra" es el de "armonizar las medidas nacionales relacionadas con el control de la degradación de la tierra en la Cuenca del Plata", consolidando estrategias regionales bajo la Convención de las Naciones Unidas de Lucha contra la Desertificación. Las actividades, agrupadas en tres (3) Elementos de Trabajo, incluyen la compilación de información disponible sobre tierras (integrada a una escala coherente dentro de la

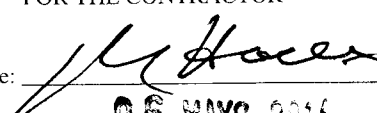
Cuenca del Plata), y la síntesis de evaluaciones y análisis entre los cinco países, buscando armonizar acciones nacionales para el desarrollo e implementación de acciones conjuntas para el control de la degradación de tierras a nivel de la Cuenca del Plata.

Los productos/resultados del Subcomponente incluyen i) una base de datos georeferenciada, incluyendo uso de la tierra, capacidad de uso del suelo y vulnerabilidad a la degradación y erosión; ii) un mapa de Degradación de la tierra, identificando zonas de alto riesgo, así como un plan de acciones prioritarias; iii) un proyecto diseñado para el ecosistema de la región de la Selva Misionera Paranaense, incluyendo experiencias y las mejores prácticas extraídas de los proyectos prioritarios y otros proyectos del FMAM (Bermejo, Gran Chaco y Alto Paraguay), la estrategia de Lucha contra la Desertificación y Degradación de Tierras del Mercosur y el Proyecto Econormas; y iv) acciones comunes acordadas para la Cuenca del Plata, complementando los Programas de Acción Nacional de lucha contra la Desertificación.

La presente consultoría se enmarca bajo el Elemento de Trabajo II.5.2 "Actividad prioritaria Selva Misionera Paranaense", el que tiene como objetivo el análisis diagnóstico formulado con respecto a la situación actual y las medidas propuestas para

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

Signature:   
Date: 2014-08-28

FOR THE CONTRACTOR  
Signature:   
Date: 06 MAYO 2014

**TERMS OF REFERENCE \***  
**( Continuation )**

mitigar la erosión y la rehabilitación de tierras con los sistemas de monitoreo correspondientes en una zona donde no se han realizado estudios anteriores.

Las tareas que realizará la Consultora forman parte de las actividades del subcomponente II.5 "Control de la Degradación de la Tierra", de acuerdo al cronograma físico-financiero aprobado por el Consejo Director para el año 2013.

**2. Objetivo de la consultoría**

El objetivo principal de esta consultoría es generar estimaciones de producción de sedimentos efectos de la erosión hídrica y parámetros hídricos de suelo para uso de la modelación hidrológica, y la identificación de vacíos de información, que aporten al Plan de Acción Estratégico en base a necesidades detectadas durante el estudio.

**3. Actividades a desarrollar por la Consultora**

Durante el período de contrato la Consultora realizará todas las tareas requeridas para cumplir con los objetivos, debiendo realizar sus actividades en estrecha relación con el Grupo Temático (GT). En este contexto, la Consultora deberá:

1. Realizar el análisis crítico de la información disponible brindada por los 5 países; que Incluye información asociada a uso de la tierra, procesos de erosión, parámetros hídricos de los suelos, y buenas prácticas agrícolas.
2. Definir parámetros para el uso del método USLE (factor R erosividad de la lluvia, K erodabilidad del suelo, LS longitud de pendiente, C cobertura y manejo de suelo, y P practicas de conservación)\_
3. Elaborar el mapa de estimativas de producción de sedimentos (erodabilidad), del suelo en la Cuenca del Plata, para apoyar la gestión de los recursos hídricos e implementar eventuales medidas de control.
4. Generar parámetros hidrológicos de los suelos que apoyen la gestión y adicionalmente puedan ser empleados para la modelación hidrológica de la cuenca del Plata.

**4. Productos/Informes a entregar por el Consultor**

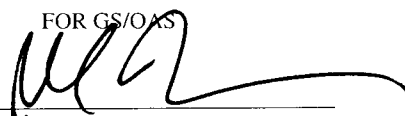
Los informes a presentar por la Consultora durante el período de duración de su contrato estarán asociados a los siguientes productos:

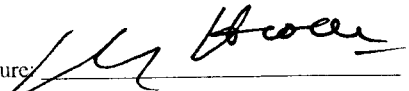
- Informe/producto N° 1: Informe del Análisis crítico de la información disponible para los 5 países
- Informe/producto N° 2: Mapa estimativo de producción de sedimentos (erodabilidad) de la tierra de la cuenca del Plata, en formato shapefile
- Informe/producto N° 3: Mapa de erodabilidad de la tierra de la Cuenca del Plata
- Informe/Final: Informe consolidado del desarrollo del mapa estimativo de producción de sedimentos de la cuenca del Plata y de parámetros hidrológicos con los vacíos de información detectados para implementar la generación de los parámetros hidrológicos, con aportes al Plan estratégico en base a las necesidades detectadas durante el estudio.

**5. Ámbito de trabajo y responsables del seguimiento/aprobación**

La Consultora trabajará en coordinación con los representantes de los cinco países de la Cuenca del Plata (Argentina, Bolivia, Brasil,

\* 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: 2014-03-28

FOR THE CONTRACTOR  
Signature:   
Date: 06 MAYO 2014

**TERMS OF REFERENCE \***  
**( Continuation )**

Paraguay y Uruguay) para el GT de Control de la Degradación de la tierra, bajo la supervisión de los Coordinadores Nacionales (CNs) de los respectivos países y de la Unidad de Coordinación del Proyecto (UCP)

El Consultor en caso sea requerido, deberá movilizarse a cualquiera de los países de la región y la sede del CIC. Para estos fines se proveerá pasajes y viáticos de acuerdo al presupuesto establecido para el subcomponente II.5 y a la reglamentación vigente de la SG/OEA.

Los informes serán remitidos por el Consultor a la UCP, quien realizará la revisión final en coordinación con el nivel correspondiente y los remitirá a través del Director del Proyecto a OEA para su gestión.

**6. Monto y Duración del Contrato**

El contrato será ejecutado del 1 de abril al 31 de julio de 2014, por un monto total de US\$ 30,000.00 (treinta y mil dólares estadounidenses). Los pagos se realizarán de acuerdo al siguiente calendario:

Primer pago: US\$ 8,000.00 – con la firma del contrato- 1 de abril de 2014

Segundo Pago: US\$ 8,000.00 - Con la Aprobación del producto 1- 30 de abril de 2014

Tercer Pago: US\$ 8,000.00 - Con la Aprobación del producto 2 – 30 de junio de 2014

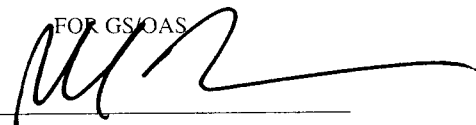
Ultimo pago: US\$ 6,000.00 - Con la Aprobación del producto 3 y el informe final correspondiente – 31 de julio de 2014

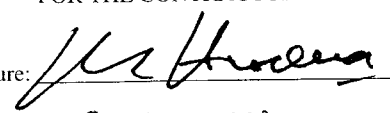
Todos los pagos del contrato se realizarán en moneda local, al tipo de cambio establecido por la SG/OEA.

**7. Disposiciones Generales**

Ninguna disposición en este contrato podrá interpretarse como una renuncia tácita o expresa a los privilegios e inmunidades de la Organización de los Estados Americanos, su Secretaría General, sus funcionarios, representaciones, órganos subsidiarios, sus bienes ni haberes conforme al derecho internacional y los acuerdos interamericanos vigentes.

\* 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: 2014-03-28

FOR THE CONTRACTOR  
Signature:   
Date: 03 MAR 2014

**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.

3

14. Unless specifically provided for in this Contract<sup>1</sup> 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.

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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>

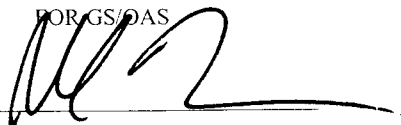
25. The law applicable to this Contract is the law of the District of Columbia, USA.

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: \_\_\_\_\_

2014-03-28

FOR THE CONTRACTOR

Signature: \_\_\_\_\_



Date: \_\_\_\_\_

02 MAY 2014



**ANNEX III**

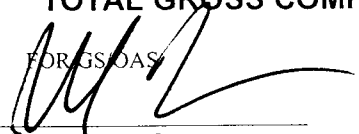
**ITEMIZATION OF GROSS COMPENSATION  
FOR SERVICES PROVIDED BY NATURAL PERSONS**

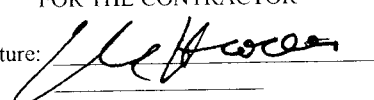
(USE THIS FORM ONLY FOR PERFORMANCE CONTRACTS WITH NATURAL PERSONS WHO PROVIDE SERVICES AS INDEPENDENT CONTRACTORS FOR MORE THAN ONE MONTH IN ANY CALENDAR YEAR)

I. NET COMPENSATION: \$ 24,793.39  
 II. OVERHEAD:

Elements of Overhead

Social security (including retirement, unemployment insurance, and workmen's compensation insurance): <sup>1</sup>	\$	3,719.01
Health insurance: <sup>2</sup>	\$	743.80
Annual vacation leave: <sup>3</sup>	\$	743.80
Others: <sup>4</sup>	\$	0.00
<b>TOTAL OVERHEAD<sup>5</sup></b>	<b>\$</b>	<b>5,206.61</b>
<b>TOTAL GROSS COMPENSATION</b>	<b>\$</b>	<b>30,000.00</b>

FOR GS/OAS  
 Signature:   
 Date: 2014-03-25

FOR THE CONTRACTOR  
 Signature:   
 Date: \_\_\_\_\_

1. This is an amount intended to reimburse the Contractor for the amount he is required by law to contribute to social security (including retirement, unemployment insurance, and worker compensation insurance) with respect to the Net Fee for Services in the duty station. If no such amount can be easily established, the amount used shall be 15% of the net fee.
2. This is an amount intended to reimburse the Contractor for the amount he is required by law to contribute for state provided health insurance, if any. If no such amount can easily be established, the amount used shall be 3% of the Net Fee.
3. This is an amount intended to reimburse the Contractor for the value of annual vacation leave which he might earn when he is an employee of an enterprise, equal to 3% of the Net Fee.
4. Any other elements of overhead that the parties deem appropriate.
5. In those cases where the Parties bargain for a Gross Compensation and the amount of the elements of overhead are not easily calculated, the amounts for Overhead and Net Compensation can be easily established in accordance with the following example. Contractor and GS/OAS agree on Gross Compensation of \$100,000. Determine Net Salary "x" by way of simple algebra:  $x + .21x = \$100,000$ . (We use .21x as the amount of overhead because .21 is the sum of the percentage elements of overhead -- 15% for social security, 3% for health insurance, and 3% for vacation). Thus Net Salary (or "x") is \$82,645. Overhead (or ".21x") is \$17,355. You can go on to compute the individual amounts for social security, health insurance, and vacation by simple multiplication as follows: social security = 15% of \$82,645 = \$12,397; health insurance = 3% of \$82,645 = \$2,479; vacation similarly = 3% of \$82,645 = \$2,479.