

AGREEMENT
between
THE SUPERIOR AUDIT OF THE FEDERATION OF THE UNITED MEXICAN STATES (THE “DONOR”)
and
THE ORGANISATION FOR ECONOMIC CO-OPERATION AND DEVELOPMENT (THE “OECD”)
(THE “AGREEMENT”)

The Donor and the OECD (hereinafter individually referred to as a “Party” and collectively referred to as the “Parties”) have agreed as follows:

1. OBJECT

The Donor has agreed to finance the work which the OECD will carry out, as part of its Programme of Work and Budget for the Public Governance Committee for 2019-2020 (output 4.3.1.1.3, 01612 SPIO/Forum/Reviews).

2. CONTRIBUTION

The Donor hereby commits to provide the OECD with a contribution in the amount of € 274 179 (two hundred and seventy-four thousand and one hundred and seventy-nine EURO), as detailed in Annex 2. The contribution will be paid according to the following payment schedule, referring to stages in Annex 1, and receipt of the corresponding invoices from the OECD:

- an initial payment of EUR 164 507.80 upon signature of the current AGREEMENT and before the commencement of stage 1 of the project;
- a second payment of EUR 109 671.20 before 31 December 2019, upon the completion of the first workshop.

The OECD shall administer the contribution in accordance with its Financial Regulations and other relevant OECD rules, policies and procedures, which currently provide for an administrative cost recovery charge applied on the total contribution amount.

The expenditure will be recorded in the accounts of the OECD, which follow generally accepted accounting principles and which are subject to audit in accordance with the OECD’s standard audit rules.

3. REPORTS

The Donor agrees that financial reporting requirements are met with a statement of expenditure, in accordance with the OECD standard reporting format, upon completion of the work.

The Donor will be provided with a narrative report upon completion of the work.

4. INTELLECTUAL PROPERTY

The results of the work, in whatever form, shall remain the sole property of the OECD.

5. CONTINUATION

The continuation of any outputs beyond 2019-20 is subject to the inclusion of such outputs in the OECD's future Programme(s) of Work and Budget ("PWB").

6. CONTACT POINTS

The Parties hereto have designated the following persons as follow-up liaisons for the activities connected with this Agreement:

THE SUPERIOR AUDIT OF THE
FEDERATION (ASF) OF THE UNITED
MEXICAN STATES

Eber Betanzos
Head of the Technical Unit of the ASF
ebetanzos@asf.gob.mx
+52 55 52001500, ext. 10234

THE OECD

Janos Bertok
Head of Division, Public Sector Integrity
Directorate of Public Governance
janos.bertok@oecd.org
Tel (+33) 145249357

7. DURATION OF THE AGREEMENT

This Agreement will come into force upon signature by both Parties and acceptance of the contribution by the OECD Budget Committee, whichever occurs last. It will terminate 24 months from the signature date of the agreement.

8. CONDUCT AND ETHICS

It is the intention of the Donor and the OECD that:

- a) no offers, gifts, payments, benefits or advantages of any kind which would or could be construed as illegal or corrupt practice be accepted by either Party in the course of the negotiation and implementation of this Agreement;
- b) all conflicts of interest in relation to the execution of this Agreement and/or its implementation be avoided; and
- c) none of the funds provided under this Agreement are used to provide support to individuals or entities associated with terrorism or in support of drug or human trafficking.

If at any stage one of the Parties should become aware of, or suspect that, one of its staff engages in conduct prohibited under a), b) or c) above, they shall promptly investigate the matter and, if the investigation demonstrates that a misconduct occurred, shall inform the other Party and take all reasonable measures in accordance with its rules and policies to ensure the situation ceases and does not happen again.

9. CONFIDENTIALITY

This Agreement will not be made publicly available without the prior written agreement of the Parties, except to the Parties' respective auditors. This does not, however, limit in any way the right of either Party to disclose the existence, subject matter, or amount of the contribution provided by the Donor to the OECD under this Agreement.

10. AMENDMENTS

This Agreement may only be amended through written agreement by the Parties.

11. TERMINATION

In the event of material breach of the Agreement by the OECD which has not been remedied within a period agreed with the Donor, including if it is documented that all or part of the contribution has not been used in accordance with the Agreement and/or that the OECD has knowingly engaged in conduct prohibited under article 8 a), b) or c) above, the Donor may, following consultation with the OECD, terminate the Agreement, and claim repayment of the funds used in a manner inconsistent with the provisions of this Agreement.

The Donor will nevertheless cover any expenses incurred or irrevocably committed in good faith by OECD for the project up to the effective date of termination, as well as any expenses incurred or committed thereafter by the OECD as a result of having to terminate its commitments, not exceeding the total amount of the contribution indicated in article 2 above.

12. DISPUTE RESOLUTION

Any disagreement arising out of or relating to the interpretation of, compliance with or execution of this Agreement shall be resolved by the Parties by mutual agreement.

13. PRIVILEGES AND IMMUNITIES

Nothing in this Agreement shall be construed as a waiver of the privileges and immunities that the OECD enjoys as an international organisation.

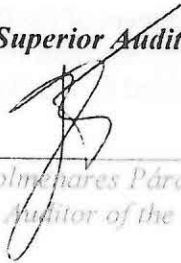
14. SIGNATURE

This Agreement is made in two originals in the English language and two copies in Spanish and duly signed by the authorised representatives of the Donor and the OECD.

The present agreement is drawn up in English and Spanish. In case of inconsistency between the English and the Spanish versions, the English language version will prevail.

Signed by:

For the Superior Audit of the Federation:

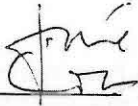


David Colmenares Páramo
Superior Auditor of the Federation

Date: - 9 JUL. 2019

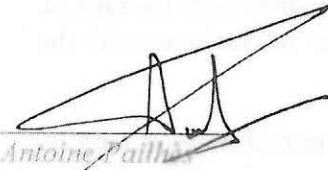
For the Organisation for Economic Co-operation and Development:

p.a.



Marcos Bonturi
Director of Public Governance

Date: 28 AOUT 2019



Antoine Pailhes
Deputy Head, Programme, Budget and Financial Management Service
Executive Directorate

Date: 27 SEP. 2019