



7. Adjuntos



Adjunto 1

Carta de Acuerdo OPS - CETESB



LETTER OF AGREEMENT BETWEEN COMPANHIA DE TECNOLOGIA DE
SANEAMENTO AMBIENTAL DO ESTADO DE SAO PAULO, BRASIL, -CETESB -
PAHO/WHO COLLABORATING CENTER FOR DISASTER PREPAREDNESS IN
THE AMERICAS and THE PAN AMERICAN HEALTH ORGANIZATION/
WORLD HEALTH ORGANIZATION

The Pan American Health Organization, Regional Office of the World Health Organization (*hereinafter "PAHO/WHO"*), located at Setor de Embaixadas NoTte. Late 1970800-400 -Brasilia. D.F.. Brazil and represented by Dr. Jacobo Finkelman and Companhia de Tecnologia de Saneamento Ambiental do Estado de Sao Paulo. Brasil (CETESB). (*hereinafter "Recipient"*), located at Av. Professor Frederico Hermann Jr., 345 Alto de Pinheiros - Sao Paulo -SP. Brasil. duly represented by its President Dr. Fernando Cardoso Fernandes Rei. hereby enter into the present Letter of Agreement, subject to the following:

Article 1 : Purpose of the Letter of Agreement

The purpose of this Letter of Agreement is to establish the terms and conditions pursuant to which PAHO/WHO and the Recipient will cooperate for the implementation of preparedness and response activities that involve hazardous chemical substances, (*hereinafter, the 'Activity'*).

Article 2 : Commitments of the Recipient

The Recipient, accordance with the stages or phases of execution specified herein, shall:

1. Preparation and execution of one technical meeting in a South American country. This meeting will be aimed at collecting information on the current situation with respect to chemical accidents in a South American country. This activity will complement the technical cooperation that is provided by the Collaborating Center;
2. Preparation and publication (CD-ROM) of a guide to prepare emergency response plans for chemical accidents;
3. Preparation and execution of one course for Spanish speaking participants, the duration of which will be approximately 32 hour on preparedness and response to chemical accidents. This course could take place in any country in Latin America;



4. Preparation and submission to PAHO of an interim narrative and financial report to 31 March 2003.

Article 3 : Commitments of PAHO / WHO

Pursuant to its rules, regulations, policies, and procedures, PAHO/WHO shall transfer to the Recipient, the sum of **US\$ 29,250.00 in local currency, payable upon** approval by the PAHO/WHO Project Officer, as follows:

One payment of US\$ 29,250.00.

Article 4 : Budget

The Budget for the Activity is detailed in Annex 1, which constitutes an integral part of the Letter of Agreement.

Article 5 : Project Officer

The Parties designate the following individuals as responsible for the administration and execution of this Letter of Agreement, until notification to the contrary:

Project Officer for PAHO/WHO : Ciro Ugarte

Project Officer for the Recipient : Edson Haddad.

Article 6 : Reports

The Recipient shall prepare and submit to PAHO/WHO, within **60 days of the** termination of this Letter of Agreement, a final report on the results of the Activity, including a final financial report reflecting expenditures based on the format of the budget. PAHO will request the Recipient to submit supporting documents related to all expenditures, including payment receipts.

Article 7 : Audit

Any PAHO/WHO financial contribution received by the Recipient under this Letter of Agreement shall be subject to the usual audit and review procedures of PAHO/WHO.



Article 8 : Relationship and Responsibility of the Parties

The execution of this letter of Agreement does not create any employer/employee, servant, agency or other binding relationship between the Recipient and PAHO/WHO, and PAHO/WHO shall not be responsible for any loss, accident, damage or injury suffered by the Recipient or any person claiming under the Recipient arising out of or in connection with the execution of this Letter of Agreement or in any manner whatsoever.

Article 9 : Title, Copyright, Patent Rights and Others

All rights, including title, copyright, and patent rights in any material produced under the terms of this Letter of Agreement shall be vested in PAHO/WHO, which shall be entitled to make whatever changes or eliminate whatever parts of the material it deems advisable. The Recipient and its employees are permitted to use a copy of such material for non-profit educational and research use, provided that PAHO/WHO's rights are adequately recognized in the material.

Article 10 : Privileges and Immunities

Nothing contained in this Letter of Agreement shall be deemed a waiver, Express or implied, of any immunity from suit, judicial process, confiscation, taxation, or other immunity or privilege which PAHO/WHO may enjoy, whether pursuant to treaty, convention, law, order or decree of and international or national character or otherwise, or in accordance with international customary law.

Article 11 : Arbitration

Any dispute between the Parties arising out of or relating to this Letter of Agreement that is not settled amicably, shall be submitted to arbitration at the request of either Party. The Recipient and PAHO/WHO shall each appoint one arbitrator, and the two so appointed shall jointly appoint a third who shall be the Chairperson. The procedure of the arbitration shall be decided by the arbitrators and the expenses of the arbitration shall be borne by the Parties as assessed by the arbitrators. The arbitral award shall contain a statement of the reasons on which it is based and shall be accepted by the Parties as the final adjudication of the dispute.



Article 12 : Entry into Force, Amendment and Termination

This Letter of Agreement shall enter into force on the date of its signature by the Parties and shall remain in effect until **September 30, 2003**. No change in, modification of, or revision to this Letter of Agreement shall be valid unless in writing and signed by an authorized representative of PAHO/WHO. In addition, either of the Parties may terminate this Letter of Agreement by giving 30 days advance notice in writing. A request for an exceptional extension may be submitted in writing by the recipient.

The obligations assumed by the Parties under this Letter of Agreement may extend **60 days beyond its expiration or termination, as necessary, to permit the liquidation of the legal obligations assumed.** Any balance of funds remaining upon termination of this Letter of Agreement and after the presentation of Reports required in Article 6, must be returned to PAHO/WHO immediately.

IN WITNESS WHEREOF, the duly authorized Representatives sign this Letter of Agreement in two copies of equal content and validity, on the dates and in the places indicated below.

FOR THE RECIPIENT

Signature

Dr. Fernando Cardozo Fernandes Rei
Name and Title

Place and Date

FOR PAHO/WHO

Signature

Dr. Jacobo Finkelman
Name and Title

Place and Date



Adjunto 1

Presupuesto

1. Preparación de un encuentro técnico	US\$ 12,525.00
2. Preparación y Publicación de Guías	US\$ 4,200.00
3. Preparación y ejecución de un curso en Preparación y Respuesta a Accidentes Químicos (32 horas cada)	US\$ 12,525.00
Total	US\$ 29,250.00

Presupuesto Detallado

1. Encuentro Técnico

Técnicos

- 3 técnicos de CETESB
- 1 técnico de CEPIS/OPS
- 1 médico

Gastos con diarias: $5 \times \text{US\$}155,00 \times 5 = \text{US\$ } 3,875.00$

Transporte

$5 \times \text{US\$ } 1,730.00 = \text{US\$ } 8,650.00$

Total: US\$ 12,525.00

2 Preparación y Publicación de Guía

Traducción de la guía al español (estimado en 200 páginas) = US\$ 2,700.00

Producción y distribución de 1.000 CD-ROM = US\$ 1,500.00

Este ítem se finalizará el julio/2003, con la distribución de 1.000 CD-ROM. Esta guía incluye Planes de Emergencia a la Industria y Transporte por Carretera y por Ferrocarril de Productos Químicos.



Total: US\$ 4,200.00

3 – Curso en Preparación y Respuesta a Accidentes Químicos

Duración de 5 días.

Técnicos

- 3 técnicos de CETESB
- 1 técnico de CEPIS/OPS
- 1 médico

Gastos con diarias: $5 \times \text{US\$}155,00 \times 5 = \text{US\$} 3,875.00$

Transporte

$5 \times \text{US\$} 1,730.00 = \text{US\$} 8,650.00$

Total: US\$ 12,525.00



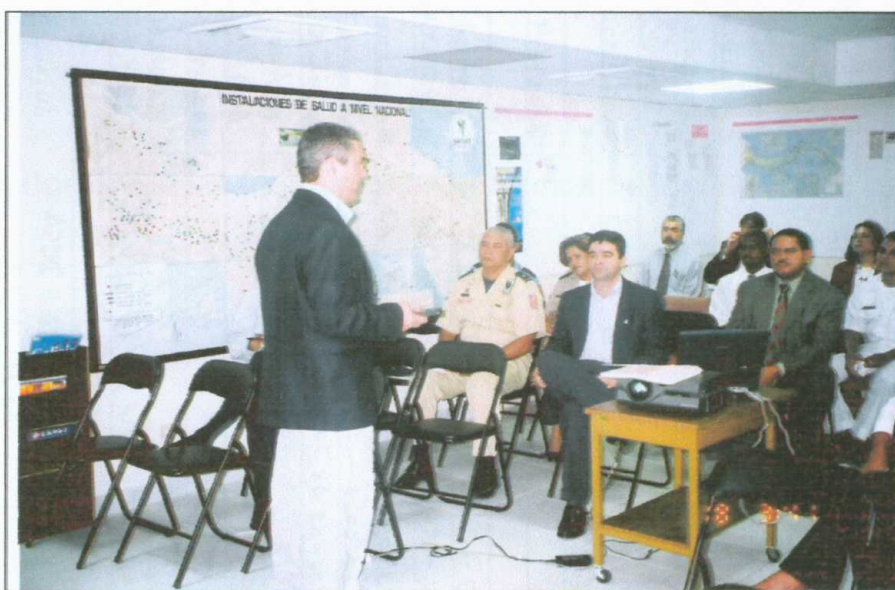
Adjunto 2

Relación de Participantes en la Reunión de Apertura

Adjunto 2 – Reunión de Apertura de los Trabajos

Se desarrolló en la fecha del 25/08/2003, en las instalaciones de MINSA - Ministerio de la Salud de Panamá, una reunión envolviendo representantes de las diversas instituciones seleccionadas para el desarrollo de la Actividad 1 – Levantamiento de Informaciones sobre Accidentes Químicos.

La reunión tuvo como objetivo aclarar de forma homogénea la metodología que se utilizará en el levantamiento de las informaciones, sistemática / programación de las visitas y los objetivos del trabajo.



Reunión de Apertura de los Trabajos

Atendieron a la invitación, 24 participantes (según la lista de control) que obtuvieron las informaciones a través de los técnicos del Centro Colaborador OPS – CETESB:

- Quím. Jorge Luiz Noble Gouveia - Sector de Operaciones de Emergencia del Centro Colaborador OPS – CETESB;
- Biól. Carlos Ferreira Lopes - Sector de Operaciones de Emergencia del Centro Colaborador OPS – CETESB;

MINISTERIO DE SALUD				
DIRECCIÓN NACIONAL DE PROVISIÓN DE SERVICIOS DE SALUD				
DEPARTAMENTO DE CONTINGENCIAS				
LISTA DE ASISTENCIA	CONFIRMAÇÃO sobre Materiales Biológicos			
FECHA 25-08-08	HORA DE INICIO 8:15 a.m.	HORA DE FINALIZACIÓN 12:30pm		
NOMBRE	TELEFONO / CELULAR	INSTITUCIÓN/DEPTO	E-MAIL	FIRMA
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Sgt. J. P. de Rodriguez		Policia Nacional		
Pablo Arrascaeta	316-4003	S.M.A.	CACIQUE60@HOTMAIL.COM	