

Señor
Karim Khallaayoun
Jefe de Misión en Tegucigalpa
Comité Internacional de la Cruz Roja
Tegucigalpa, Honduras

Ref.: HONDURAS. Cooperación Técnica No Reembolsable No. ATN/OC-19344-HO. Fortalecimiento de la Atención Prehospitalaria y de Emergencias Médicas-quirúrgicas en el Hospital Escuela de Tegucigalpa.

Estimado Señor:

Me complace comunicarle que, teniendo en cuenta la solicitud de la Secretaría de Estado en el Despacho de Finanzas de la República de Honduras, remitida mediante Ayuda Memoria firmada entre el Banco y la Secretaría de Finanzas, de fecha 17 de febrero de 2021, el Banco Interamericano de Desarrollo (en adelante el "Banco") aprobó el 13 de julio de 2022 una cooperación técnica no reembolsable (en adelante la "Cooperación Técnica") para fortalecer los servicios de atención prehospitalaria y de emergencias médicas-quirúrgicas, conforme se describe en el Documento de Cooperación Técnica adjunto.

La Cooperación Técnica se financia con cargo a los recursos del Programa Estratégico para el Desarrollo de Sostenibilidad financiado con Capital Ordinario – Ventana 1 Capacidad Operativa y Dialogo sobre Políticas para Países Elegibles para Financiamiento Concesional, hasta por el equivalente de doscientos mil dólares de los Estados Unidos de América (US\$200.000).

Por solicitud del Gobierno de la República de Honduras y en coordinación con el Hospital Escuela Universitario (HEU), los recursos de la Cooperación Técnica serán asignados al Comité Internacional de la Cruz Roja (en adelante "CICR"), quien tiene una amplia trayectoria en apoyar al país en temas relacionados a ayuda humanitaria, riesgos, contingencias, seguridad y principalmente atención en salud, la cual actuará como Organismo Ejecutor de la presente cooperación técnica.

A través de esta cooperación técnica no se contemplan procesos de adquisiciones, sino que financiará costos de las actividades a realizar para la obtención de los resultados y productos de parte del CICR, especificados en la matriz de resultados. Por lo tanto, no se elaborará un Plan de

Adquisiciones. En todo caso, la adquisición de bienes y servicios que fueran necesarios para alcanzar esos resultados como ser selección y contratación de servicios de consultoría se realizarán de conformidad con las Políticas para la Adquisición de Obras y Bienes Financiados por el Banco (Documento GN-2349-15 de mayo del 2019) y con las Políticas para la Selección y Contratación de Consultores financiados por el Banco (Documento GN-2350-15 de mayo del 2019). Sólo se financiarán bienes y servicios originarios de los países miembros del Banco. Los procedimientos serán acordados con el ejecutor de acuerdo con la Guía operativa de adquisiciones para operaciones de Cooperaciones Técnicas No Reembolsables (OP-639), aplicado al sector privado.

El objetivo de la Cooperación Técnica es fortalecer los servicios de atención prehospitalaria y de emergencias médicas-quirúrgicas en el Hospital Escuela Universitario (HUE) de Tegucigalpa.

El plazo de ejecución de la Cooperación Técnica será de hasta veinticuatro (24) meses, contados a partir de la fecha de vigencia de esta Carta-Convenio. El plazo para el último desembolso de los recursos de la contribución será de hasta veinticuatro (24) meses contados a partir de esa misma fecha.

Teniendo en cuenta que el Banco hace una contribución en efectivo, el CICR llevará y mantendrá cuentas y registros precisos con respecto a las actividades. El CICR velará por que la auditoría de las actividades se rija de conformidad con sus reglamentos y normas financieras. Durante todo el período abarcado por el proyecto, el CICR pondrá a disposición del Banco una copia de sus estados financieros de los gastos de esta Cooperación Técnica, auditados e informados a sus órganos rectores. El CICR conservará todas las cuentas y registros relativos a las actividades de esta Cooperación Técnica durante un período de tres años después del desembolso final.

Antes de que el Banco haga el desembolso de los recursos de la Cooperación Técnica al CICR, éste deberá cumplir con los siguientes requisitos:

- (a) Que se haya presentado a satisfacción del Banco un Reglamento Operativo que incluya entre otros, la estructura organizativa, definición de funciones y personal asignado para la ejecución del Proyecto.
- (ii) Que se haya presentado a satisfacción del Banco un Plan de Trabajo de las actividades a realizar en el Hospital Escuela Universitario (HEU).

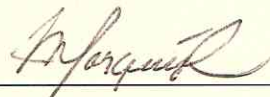
Si dentro de un plazo razonable para el Banco, a partir de la firma de la presente Carta-Convenio, no se cumplieren estas condiciones previas al desembolso, el Banco podrá poner término a esta operación, dando al CICR el aviso correspondiente.

Los demás términos y condiciones de esta Cooperación Técnica figuran en el Documento de Cooperación Técnica antes mencionado, que forma parte integrante de esta Carta-Convenio.

Le ruego manifestar su aceptación a los términos de la presente Carta-Convenio mediante la suscripción y entrega de uno de los ejemplares originales en las oficinas de la Representación del Banco en Honduras.

Esta Carta-Convenio se suscribe en dos (2) ejemplares originales de igual tenor, por representantes debidamente autorizados para ello, y entrará en vigencia en la fecha de su suscripción por CICR.

Muy atentamente,



María José Jarquín
Representante en Honduras


Fecha: 10 de octubre de 2022

Aceptado:



Karim Khallaayoun
Jefe de Misión en Tegucigalpa
Comité Internacional de la Cruz Roja

Fecha: 10 de octubre de 2022



Daniel Littlejohn-Carillo
Jefe de Movilización de Recursos
Comité Internacional de la Cruz Roja

Fecha: 10 de octubre de 2022

This agreement (the "Agreement") is between the **International Committee of the Red Cross**, an impartial, neutral, and independent organization whose exclusively humanitarian mission is to protect the lives and dignity of victims of armed conflict and other situations of violence and to provide them with assistance (hereinafter the "ICRC"), and the **Inter-American Development Bank**, a public international organization (hereinafter the "Bank" and collectively with the ICRC, the "Parties").

1. Scope of the Agreement

The Parties agree to carry out the following activities (the "Activities") in the Tegucigalpa Teaching Hospital (TTH) in Honduras:

- Strengthening emergency care: (i) Development of a Shock Room Standard Operational Procedures Manual for the Integrated Adult Emergency Service (IAES); (ii) Implementation of a standardized prehospital triage protocol for the ambulance providers; (iii) Organizational support to promote the Infection Control Committee meetings in which COVID-19 procedures are reviewed; and (iv) Elaboration of a manual of organization and functions of the emergency area of the teaching hospital, including the review and update of flows and human resources needs.
- Training of health professionals in emergency care: (i) Development of an emergency care capacity building strategy including: (a) a training program for IAES key health professionals in Shock Room Standard Operation Procedures; (b) prehospital triage protocol trainings for ambulance providers; (c) planning and organization of WHO/ICRC Basic Emergency Courses (BEC) for IAES and UNAH selected staff, nurses and doctors; and (d) delivery of BEC Trainers of Trainers (ToT) trainings to high proficient participants. Training and socialization activities in the teaching hospital will also be carried out through workshops and meetings.

The Parties shall collaborate with each other with care, skill and diligence in accordance with the standards of professional competence, skill, care and integrity, having due regard for the nature and purposes of the Bank and the ICRC and ensure that any official assigned to work on the Activities will conduct him/herself in a manner consistent therewith and in accordance with the Parties' respective Code of Conduct, regulations and policies.

If during this Agreement either Party at its own initiative removes or replaces key personnel involved in the Activities, it will make all reasonable efforts to bring such newly assigned personnel to a productive status as soon as possible.

The ICRC shall use reasonable efforts to ensure that ICRC personnel involved in the Activities are not relatives of an active Bank employee or subject to any work restrictions by virtue of his/her former employment with the Bank.

The ICRC will carry out the Activities within a period of 18 to 24 months, starting from the signing of this Agreement.

The Bank will also contribute two hundred thousand dollars (US\$200.000) to the General Objective under which the activities above mentioned are carried out. This amount will be transferred in three installments to the account that the ICRC will communicate to the Bank.

The three installments will be paid according to the following schedule: a first disbursement corresponding to 40% of the total funding upon the presentation of an operating manual and a work plan of the Activities to be carried out at the Tegucigalpa Teaching Hospital; a second disbursement corresponding to 40% of the total funding upon the presentation of a monitoring report by the end of February 2023; and a third and

final disbursement corresponding to 20% of the total funding upon presentation of a final report, once all the Activities are completed.

The ICRC shall receive the contribution upon submission of an invoice.

RELATIONSHIP OF PARTIES AND OTHER CONSIDERATIONS

The ICRC is an entity separate and distinct from the Bank which has no legal status connected with, or dependent upon, the Bank. All personnel of the ICRC engaged in performing the Activities are employees of the ICRC for all purposes and will under no circumstances be deemed to be employees of the Bank, and no personnel of the Bank is considered, for any purposes whatsoever, as employees of the ICRC.

The ICRC will carry out the Activities with its personnel only and will not hire any contractors.

IMMUNITIES

Nothing in this Agreement restricts, limits or defeats, or may be construed as a waiver, renunciation or any other modification of, any of the rights, privileges, immunities or exemptions of any Party hereto or its personnel under its organizational documents, or any treaty or domestic or international law.

CONFIDENTIALITY

The Parties recognize that in discharging their obligations pursuant to this Agreement, each may obtain or have access to privileged, confidential and/or proprietary information of the other Party which they shall keep confidential.

Neither Party shall disclose any confidential information, under any circumstances, to any third Party, except (i) when such disclosure is made to personnel of the other Party, who have a legitimate need to know such confidential information, provided that such personnel are (i) bound by an obligation of confidentiality substantially identical to the one provided in this provision, or (ii) when prior written consent has been granted by the other Party.

Should a Party be legally required to disclose confidential information, this Party shall inform the other Party of such request prior to any disclosure. Should that other Party not consent to the confidential information in question being disclosed, the Parties shall cooperate in view of seeking the best protections available to avoid disclosure.

EMBLEM, NAME AND LOGO, PUBLICITY AND COMMUNICATION

The ICRC and the IDB maintain sole authority over their respective names, emblems and logos in accordance with applicable international and national law and their respective rules and regulations. Neither of them is authorized to make use of the other entity's name, emblem or logo, except as separately agreed in writing.

The ICRC and the IDB shall mutually refrain from expressions and/or actions that may harm the good name and reputation of the ICRC and the IDB, respectively.

Neither the ICRC nor the IDB shall issue or make, directly or indirectly, any press releases or other public announcements relating to this Agreement without the prior written approval of the other entity, respectively.

RIGHTS IN INTELLECTUAL PROPERTY

The ICRC shall own all intellectual property and other proprietary rights including, but not limited to patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials developed under this Agreement and which bear a direct relation to or are produced or prepared or collected as a result of, or during the course of, the performance of the Activities (hereafter "Outputs"). The ICRC hereby grants the Bank a nonexclusive, worldwide, royalty-free license to copy, reproduce, modify, distribute, disseminate, sublicense, publicly publish and display the Outputs of the Activities, provided attribution is given to the ICRC and any such use by the Bank is for non-commercial purposes. Sublicensing the Outputs of the Activities shall only be done when prior written consent of the ICRC has been given, it being understood that such consent is not needed when the Bank publishes the Outputs or any derivative work with an open license, such as a Creative Commons license

LIMITATION OF WARRANTY

The ICRC does not warrant the quality, reliability, accuracy or fitness for a particular purpose of the Outputs.

FRAUD AND CORRUPTION

In connection with the Activities, the ICRC will take appropriate measures to prevent illegal practices and/or misconduct (as defined in its Code of Conduct and related regulations, policies and procedures but in any case including fraud, and other misconduct substantially similar to Bank defined prohibited practices, harassment, sexual harassment, sexual exploitation and abuse; hereafter "Misconduct") in connection with the implementation of the project in accordance with its applicable regulations, rules, administrative issuances, policies and procedures. In the event that the ICRC determines that there are credible allegations of Misconduct, the ICRC will take swift and appropriate action, including investigating any person or group of persons suspected of such Misconduct and taking disciplinary measures, in accordance with its regulations, policies and procedures. The ICRC will notify the Bank as soon as practical of any credible allegation of Misconduct that affects IDB's funds, and will report on the final outcome of any action.

REPORTING AND AUDIT

The ICRC and the Bank shall mutually agree to the frequency of meetings to monitor and track the Activities.

The Parties agree to one monitoring report prior to the second disbursement and one final report prior to the final disbursement as outlined in the Scope of Agreement section.

Considering that the Bank makes a contribution in cash, the ICRC shall keep and maintain accurate accounts and records with respect to the Activities. The ICRC shall ensure that the audit of the Activities is governed according to its financial regulations and rules. Throughout the period covered by the Agreement, the ICRC shall make available to the Bank a copy of its financial statements, as audited and as reported to its governing bodies. The ICRC shall preserve all accounts and records relating to the Activities for a period of three (3) years after final payment under this Agreement.

GOVERNING LAW

This Agreement shall be governed by the laws of Switzerland, without regard to its conflict of laws, rules and principles.

INSURANCE

Each Party is responsible for maintaining adequate insurance or self-insuring in relation to its staff and operations, as set out in its own rules and regulations and the decisions of its governing bodies. Each Party undertakes no responsibility in respect of life, accident, travel, health or any other insurance coverage for the other Party.

NOTICES

Any notice or request required to be given or made under this Agreement shall have been duly made or given when delivered by hand or by certified mail to the Party addressed as follows:

INTER-AMERICAN DEVELOPMENT BANK

Name: **Hugo Godoy**

Title: **Sector Leader Specialist – Social Protection & Health**

Phone and e-mail: (504) 2290-3540; hugog@iadb.org

Address: **Primera Avenida, Lomas del Guijarro Sur. Tegucigalpa, Honduras**

ICRC

Name: **Estefania Calderon**

Title: **Partnership Specialist**

Phone and e-mail: +1-202-587-4641; ecalderon@icrc.org

Address: **1100 Connecticut Ave NW #500, Washington, DC 20036, USA**

MODIFICATIONS, EXTRAS AND AMENDMENTS

The Parties shall make all amendments and/or revisions for modifications, additions, or deletions to this Agreement in writing.

TERMINATION

Either Party may terminate this Agreement in whole or in part for its convenience upon thirty (30) days written notice to the other Party, after due consideration of a joint search for alternative solutions in the spirit of the present Agreement.

FORCE MAJEURE

The ICRC will not be liable for any failure or delay in performance resulting from circumstances beyond its control (force majeure), such as serious security risks for the ICRC, its operations or its staff. In the event of a force majeure event, the ICRC shall be entitled, upon prior notice to the Bank, to suspend the performance of its obligations until such force majeure event no longer exists. In case of suspension, the ICRC will discuss with the Bank the effect of such suspension on the funded activities and on the Parties' respective obligations under this Agreement. In case the ICRC is unable to perform a material portion of the Outputs for a continuous period of not less than 180 days, the ICRC shall be entitled to terminate the Agreement.

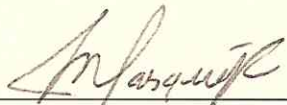
DISPUTE SETTLEMENT

In the event of any dispute, controversy or claim arising out of or relating to this Agreement, or of the breach, termination or invalidity thereof, that are not amicably resolved between the Parties within one (1) month, shall finally be settled by arbitration to the exclusion of the jurisdiction of local courts. The arbitration shall be held in accordance with the United Nations Commission on International Trade Law

(UNCITRAL) arbitration rules at present in force of which the Parties have taken due notice. The language of arbitration shall be English and the place of arbitration Geneva, Switzerland. The arbitral tribunal shall have no authority to award punitive damages. The arbitral award shall be binding and final.

Each Party is signing this Agreement on the date below that Party's signature.

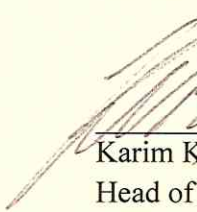
INTER-AMERICAN DEVELOPMENT BANK



María José Jarquín
Representative in Honduras

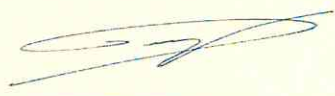
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**INTERNATIONAL COMMITTEE OF
THE RED CROSS**



Karim Khallaayoun
Head of Mission in Tegucigalpa

Date: 10/10/2022



Daniel Littlejohn-Carillo
Head of Resource Mobilization

Date: 10 October 2022

