

AGREEMENT

between

the Swiss Federal Council

and

the Government of the Republic of Uzbekistan

on the Implementation

of the Project

Drug Prevention and Harm Reduction in Uzbekistan

The Swiss Federal Council, hereinafter referred to as "the Swiss Government", and the Government of the Republic of Uzbekistan, hereinafter referred to as "the Uzbek Government", both hereinafter referred to as "the Contracting Parties",

In pursuance and application of the Agreement between the Swiss Federal Council and the Government of the Republic of Uzbekistan Concerning Technical and Financial Cooperation and Humanitarian Aid, signed on 20 September 2002, and

Referring to the exchange of letters of 21 December 2001 and of 25 January 2002 as well as the Drug Prevention Project Uzbekistan » dated December 2002,

Have agreed as follows:

Project Scope and Organisation

1. The aim of the project Drug Prevention and Harm Reduction in Uzbekistan, hereinafter referred to as "the Project", is to assist Uzbekistan in its Drug Prevention and Drug Abuse program. The Project shall be funded by the Swiss Federal Office of Public Health and implemented on its behalf by the Swiss organization Contact Net, hereinafter referred to as "the Implementing Agency". The Ministry of Health of the Republic of Uzbekistan shall act as project partner on behalf of the Uzbek Government.
2. The Project will be implemented in the period of September 2002 through August 2005. The Project will consist of an inception phase of four months duration, followed by an implementation phase, which will last from January 2003 until August 2005.
3. The funds allocated for the preparation and implementation of the project of a total amount of maximum 760'000 CHF are to be used as described in the Final Project Proposal and the detailed budget and include costs incurred during project identification and preparation.

4. The contracting Parties shall establish a Project Steering Committee to oversee the main operational activities and take important decisions. The Steering Committee will meet once or twice a year.
5. The Steering Committee will consist of one representative each of the Swiss Embassy in Tashkent and Swiss Cooperation Office in Tashkent and three representatives of the Uzbek side, namely the Ministry of Health, the Ministry of Interior as well as the State commission of drug control. Decisions in the Steering Committee are reached by consensus. The Steering Committee sessions shall be chaired by a Swiss representative.
6. The representatives of the Implementing Agency will prepare and convey the meetings of the Steering Committee and participate therein.
7. Upon request of Steering Committee members or the Secretary, representatives of other concerned parties – such as the World Health Organization – can be invited to participate in Steering Committee sessions as observers.
8. The Project Proposal (see Annex) forms an integral part of the present Agreement.

Obligations of the Contracting Parties

9. The Swiss Federal Office of Public Health shall finance the Project as a grant with a total amount of maximum 760'000 CHF. This amount will include local cost contributions for Project activities as well as all costs for the Implementing Agency.
10. The Swiss Federal Office of Public Health shall appoint the Implementing Agency and Project Manager.
11. The Ministry of Health of the Republic of Uzbekistan shall provide all necessary support to the Project Manager and, in consultation with the Project Manager, shall make available appropriate premises for the Project Office.
12. The Contracting Parties shall contribute to Project implementation through active cooperation in the Steering Committee.
13. The Project Manager, in close cooperation with Uzbek partners, shall coordinate implementation of the Project according to the Final Project Proposal. He or she shall prepare the sessions of the Steering Committee and provide the necessary documentation.
14. The Project Manager shall prepare and submit to the Steering Committee the Final Project Proposal in the course of the Project inception phase.
15. The Project Manager shall prepare and submit to the Steering Committee members a short financial and operational report on the Project status two weeks before Steering Committee sessions.

General Provisions

16. The Contracting Parties share a common concern in the fight against corruption, which jeopardizes good governance and the proper use of resources needed for development,

and, in addition, endangers fair and open competition based on price and quality. They declare, therefore, their intention of combining their efforts to fight corruption and, in particular, declare that any offer, gift, payment, remuneration or benefit of any kind whatsoever and considered as an illegal act or corrupt practice has not been nor will be made, directly or indirectly to any person whomsoever in view of the award or execution of the present Agreement. Any act of this kind constitutes sufficient grounds to terminate the present Agreement, the procurement or resulting award, or for taking any other corrective measures foreseen by applicable law.

17. The present Agreement is based on the Agreement between the Swiss Federal Council and the Government of the Republic of Uzbekistan Concerning Technical and Financial Cooperation and Humanitarian Aid, signed on 20 September 2002, and adheres to all terms agreed upon therein, specifically Article 1 "on democratic principals and fundamental human rights" and Article 9.2 and 9.3 as well as the provisions on the status of Project personnel as well as privileges and tax exemption and the property of Project equipment (Article 6).
18. Any modification or amendment to the present Agreement shall be made in writing with the consent of both Contracting Parties.

Signing and Entry into Force

19. The present Agreement shall enter into force upon signature by the Contracting Parties for the duration of the Project. It shall remain in force until the Contracting Parties have fulfilled all their obligations.

Done in Berne on 24 February 2003 in two originals in Russian and English each. In case of any divergence in the interpretation or the application of the provisions of the present Agreement, the English text shall prevail.

For the Swiss Federal Council



For the Government of
the Republic of Uzbekistan


