



ORGANISATION FOR ECONOMIC
CO-OPERATION AND DEVELOPMENT

Development Co-operation Directorate

Date of notification: 9 June 2011

DCD-PARIS21

JADE 69737 & JA 69741; MEHLB(2011)

**CONTRACT FOR INTELLECTUAL SERVICES JA 69737 & JA 69741
RELATIVE TO THE IMPLEMENTATION OF TASK 1 OF THE ACCELERATED DATA PROGRAM IN
HONDURAS**

BETWEEN

The **Organisation for Economic Co-operation and Development**;

Whose Headquarters are situated at 2, rue André Pascal, 75775 PARIS Cedex 16, FRANCE;

SIRET number: 775 687 957 00016;

Hereinafter referred to as the “**Organisation**” or the “**OECD**”;

Represented by Mr. Mohamed-El-Heyba Lemrabott Berrou, Manager, PARIS21;

on the one hand;

AND

The “**Instituto Nacional de Estadística of Honduras or INE**”, Lomas del Guijarro, Edificio Guijarros,
Quinto Nivel. Contiguo al Ministerio Público, Tegucigalpa, Honduras.

Represented by Mr. Ramón Arturo Espinoza, Executive Director.

Hereinafter jointly referred to together as the “**Parties**” or separately as “**Party**”

on the other hand;

IT HAS BEEN AGREED AS FOLLOWS:

1. a) The purpose of this Contract is the performance by the Contractor of the work described in Annex 1 (hereinafter “the Work”), which forms an integral part of this Contract. The Contractor undertakes to carry out all tasks and provide all services necessary for the performance of the Work and in a manner consistent with the highest professional standards and skills

b) The Work shall be carried out by the Contractor in accordance with the Organisation’s needs from 15 June 2011 to 31 December 2011. The final date is indicative and subject to change upon written agreement between the parties (including emails).

2. a) In consideration of the satisfactory performance by the Contractor of the Work and on receipt of the corresponding invoice(s), bearing the Contract reference, the Organisation shall pay the Contractor the sum of **14,700 USD** corresponding to fees (cf. breakdown of costs in Annex 1).

b) In addition, the Organisation shall pay an additional amount to the Contractor representing workshops expenses. This amount is estimated on the date of signature of this Agreement at **2,175 USD** as set out in Annex 1.

c) The Organisation shall pay the above amounts as follows:

- 80% upon signature
- 10% upon submission of interim report
- 10% upon completion of the work and its approval by the Secretariat and submission of deliverables/expenses justifications.

d) Invoices should be addressed to:

OECD
Programme, Budget and Financial Management
Accounting Division
2, rue André Pascal,
75775 PARIS Cedex 16 – FRANCE

3. Payments will be made by bank transfer, in the currency indicated in clause 2. The Organisation will only pay the bank transfer fees charged by the originating bank. The Organisation will not reimburse any fees levied by any intermediary bank or the receiving bank or any other cost associated with such transfer or with currency exchange.

4. a) The sums specified in clause 2 above cover all costs and expenses in respect of the performance of the Work by the Contractor.

b) The total obligation of the Organisation under this Contract, except for the sum stipulated in clause 2 b), shall not exceed **14,700 USD**.

FORTEEN THOUSAND SEVEN HUNDRED DOLLARS

5. a) The Contractor hereby declares having all rights and full authority to enter into this Contract and to be in possession of all licences, permits (including work permits for Contractor's personnel) and property rights, in particular intellectual property rights, necessary for the performance of this Contract.

b) The Contractor shall be solely liable for and shall indemnify, defend and hold the Organisation and its personnel harmless from and against any and all claims, losses, damages, costs or liabilities of any nature whatsoever, including those of third parties and Contractor's personnel, arising directly or indirectly out of or in connection with Contractor's performance or breach of this Contract.

c) The Contractor shall maintain throughout the duration of the Contract, and as necessary thereafter, adequate insurance to cover the risks and liabilities associated with the Contract. Contractors who are individuals are only required to possess adequate medical and accident insurance coverage, other insurance (*e.g.* third party liability insurance) being optional. It is understood, however, that lack of insurance does not diminish Contractor's liability hereunder or any manner imply that the Organisation undertakes any liability.

6. The Contractor shall ensure that all those performing the Work are in possession of valid passports and the necessary visas or other authorisations to enable them to travel as necessary for the Work. Contractor shall reimburse the Organisation for any costs incurred as a consequence of non-compliance with this obligation.

7. Neither the Contractor nor any of Contractor's employees, agents or representatives (referred to hereinafter as the "Personnel"):

a) shall in any capacity be considered as members of the staff, employees or representatives of the Organisation;

b) shall have any power to commit the Organisation in respect of any obligation or expenditure whatsoever;

c) shall have any claim to any advantage, payment, reimbursement, exemption or service not stipulated in this Contract. In particular and without limitation, it is understood that neither the Contractor, nor any of its Personnel may in any manner claim the benefit of the privileges and immunities enjoyed by the Organisation or by its personnel;

d) shall disclose or use, in whole or in part, for any purpose whatsoever, other than that specified in the present Contract, information or documents communicated to them, or which come to their knowledge in the course of the performance of this Contract, including, but not limited to, the results of the Work under the Contract. The Contractor shall ensure that the Contractor's Personnel are expressly bound by and respect the provisions of clause.

8. If the Work requires at any time the presence of the Contractor and/or of the Contractor's Personnel on the premises of the Organisation, they shall observe all applicable rules of the Organisation, in particular security rules, which the Organisation may enforce by taking any measures that it considers necessary.

9. a) The results and products, both intermediate and final, of the Work carried out in performance of this Contract, including all intellectual property rights arising therefrom, belong exclusively to the Organisation. These rights shall vest in the Organisation as the Work is created, or if this is not legally possible, be assigned to the Organisation by the Contractor free of cost.

b) The Contractor undertakes not to use the said Work or the Work Products for any purpose whatsoever that is not directly necessary to the performance of the Contract, except with the prior written consent of the Organisation. The Contractor shall ensure that the Contractor's employees, agents and representatives are expressly bound by and respect the provisions of the present clause 9.

10. a) The Contractor is informed that the OECD compiles an organisation wide database of its intellectual services providers and that information relating to the Contractor will be included in this database. Subject to compliance with the OECD's policies on protection of personal information, the database will contain any relevant information with respect to the Contractor and the Contractor's contracts with the Organisation, including, without limitation, the financial terms, the contract deliverables and evaluations of the Contractor's work. It is the Organisation's policy to allow access to the database to certain management and administrative staff.

b) Notwithstanding anything expressed or implied by the present Contract or at law, and in particular any obligations of confidentiality undertaken by the Organisation, the Contractor understands and accepts that the OECD will collect, process and disclose the information related to the Contractor in the manner described above and hereby waives all claims against the Organisation and its personnel in this respect.

11. The Contractor shall not transfer to any third party any rights or obligations under this Contract, in whole or in part, or subcontract any part of the Work, except with the prior written consent of the Organisation. Moreover, the Contractor undertakes that the Work shall be performed by the individual(s) named in Annex 1 or otherwise agreed with the Organisation, this being an essential element of the Contract. The Contractor may not at any time replace or substitute said individuals by others, without the prior written agreement of the Organisation.

12. In the event of unsatisfactory performance of the Contract or failure by the Contractor to comply with any obligations under this Contract, the Organisation reserves the right to terminate this Contract without any prior notice or indemnity and demand repayment of any sums already paid to Contractor, without prejudice to any other rights or remedies to which the Organisation may be entitled.

13. Provisions of this Contract which, by their nature, should remain in effect beyond the termination or expiry of the Contract, in particular, without limitation, obligations under clauses 5, 7, 9 and 10, shall survive without any time limit.

14. a) Given the status of the Organisation as an intergovernmental organisation, the Parties specifically agree that their rights and obligations shall be governed exclusively by the terms and conditions of the present Contract.

b) Any dispute arising out of the interpretation or implementation of this Contract, which cannot be settled by mutual agreement, shall be referred for decision to an arbitrator chosen by agreement between the Organisation and the Contractor or, failing such agreement on the choice of the arbitrator within three months of the request for arbitration, to an arbitrator appointed by the First President of the Court of Appeal of Paris at the request of either Party. The decision of the arbitrator shall be final and not subject to appeal. The arbitration shall be conducted in English and shall take place in Paris, France.

15. This Contract may be modified or supplemented only by a written amendment signed by an authorised representative of each Party.

Made in two (2) original copies in English

On behalf of the Contractor:

Mr. Ramón Arturo Espinoza
Executive Director, INE



On behalf of the Organisation:

Mr. Mohamed-El-Heyba Lemrabott Berrou
Manager, PARIS21 Secretariat

Date and location:

Tegucigalpa, Junio 10 / 2011

Date and location:

14 / 06 / 2011

Paris

ANNEX 1

Terms of Reference

Background:

The National Statistical Offices of Honduras and Peru were the first agencies in Latin American and Caribbean Countries to subscribe to the ADP Initiative in 2007. Due to lack of experience in the use of DDI the NSO of Honduras (INE) decided that the Information Technology Department would be responsible for the coordination of this project, with a few links with other technical areas at the INE. During a couple of years INE documented few datasets and published them on its website. However given the lack interaction between the IT group and the statistical technicians, progress was very slow, as well as the use of the DDI standard and microdata management toolkit (MMT).

After the regional DDI workshop held in Tegucigalpa, Honduras at the end of 2009 and a technical mission on the second half of 2010, INE is currently taking advantage in the use of DDI and MMT and is showing good progress in the documentation process and coordination with other statistical producers such as the "*Registro Nacional de las Personas*", agency in charge of producing the vital statistics for the country in coordination with INE.

Currently, INE has interesting projects based on the use of DDI and MMT such as the publication of a new portal for data dissemination, increase in the number of documented datasets, the establishment of a quality process for documentation, and the expansion of the use of DDI in other statistical producers, among other initiatives.

Objective:

The objective of the program is to establish a local data archive in the NSO of Honduras, by developing local expertise in data archiving, by documenting available micro datasets (from surveys and administrative registers) in compliance with the DDI metadata standard (using the IHSN Microdata Management Toolkit), and by establishing an on-line catalogue of metadata (using the IHSN NADA application).

The expected deliverables for the period 15 June 2011 to 31 December 2011 include detailed metadata for 27 statistical operations, available on-line (INE, portal using NADA 3.0) in a local survey catalogue.

At completion of the project, the INE will provide the PARIS21 Secretariat with a summary report of activities.

Tasks:

Training

One training workshop on microdata documentation (hands on training on the use of the IHSN Microdata Management Toolkit) will be organized by INE. The workshop will be targeted at staff responsible for the development of surveys and registers from INE, National Registry of People and Health Ministry and for local consultants who will assist INE in the documentation of its datasets.

Local consultants

INE will hire, supervise and pay 3 local consultants to provide support to the documentation and quality review of the documentation of 27 datasets. A summary of the specific terms of reference, the name of each proposed consultant as well as the duration of contract are provided in Appendix 1. The consultants will work under the supervision of INE senior staff. The output of their work will be reviewed and validated by the ADP regional coordinator.

Reporting

INE will report to the ADP Regional Coordinator (almgiopp@yahoo.com) and to the ADP Programme Manager at PARIS21 (francois.fonteneau@oecd.org).

- INE will supervise the work of the consultants, clear and forward their reports.
- INE will inform PARIS21 on the dates of the workshop, in advance.
- INE will submit reports and ddi and rdf files produced at the end of the contract.
- INE will submit all invoices and expenses justifications.

The OECD financial rules require us to keep original contracts/invoices in our files. **Please note that final payment will be subject to the receipt of all originals.**

Budget (USD)

National consultants, documentation	
• Cristobal David Bonilla Galeas	4,900
• Cinthia Waleska Duron Ramos	4,900
• Erick Abraham Vega Padilla	4,900
Training	
Training room + food + printing	2,175
TOTAL	16,875

Duration and location

This contract will start on 15 June 2011 and will be closed on 31 December 2011.

Communication

The Contractor will keep the Organization informed of progress on the project by e-mail or telephone as appropriate. All deliverables will be sent electronically.

The OECD contact point for this contract is:

Name: Susan Gray
Address: OECD
2 rue André Pascal
75775 Paris cedex 16
Telephone: 00.33.1.45.24.81.64
Fax: 00.33.1.44.30.61.43
E-mail: susan.gray@oecd.org

Appendix 1

Terms of Reference for the National Consultants

Documentation specialists

Tasks

Under the supervision of INE and ADP regional coordinator for Latin America (almgiopp@yahoo.com), each consultant will participate in the implementation of the Accelerated Data Program (ADP) in Honduras. Their activities will consist of providing support and training to staff in INE in the use of the IHSN Microdata Management Toolkit, and on their survey documentation and quality checks / improvements. More specifically, responsibilities are as follows:

1. **Consultant # 1** - Cristobal David Bonilla Galeas.

Main tasks

- Preparing for documentation all external resources and files of the following datasets.
- Documentation of the following datasets using INE's template
- Validate quality of documentation using control mechanism of the metadata editor

PHASE OF IMPLEMENTACIÓN OF ADP IN HONDURAS – 2011 CONSULTANT 1

No.	Producer	Survey Title / Year	Year of execution
1	INE	Encuesta Agropecuaria Básica Mayo 2006	2011
2	INE	Encuesta Agropecuaria Básica Septiembre 2006	2011
3	INE	Encuesta Agropecuaria Básica Mayo 2007	2011
4	INE	Encuesta Agropecuaria Básica Septiembre 2007	2011
5	INE	Encuesta Agropecuaria Básica Mayo 2008	2011
6	INE	Encuesta Agropecuaria Básica Septiembre 2008	2011
7	INE	Encuesta Agropecuaria Básica Mayo 2009	2011
8	INE	Encuesta Agropecuaria Básica Septiembre 2009	2011
9	INE	Encuesta de Opinión Empresarial I, II, III y IV Trimestres 2007	2011
10	INE	Encuesta Opinión Empresarial I, II, III y IV Trimestre 2008	2011
11	INE	Estadísticas de Comercio Exterior 2002 al 2010	2011
12	INE	Encuesta Costos de la Construcción I, II, III y IV Trimestre 2008	2011

2. **Consultant # 2** - Cinthia Waleska Duron Ramos

Main tasks

- Preparing for documentation all external resources and files of the following datasets.
- Documentation of the following datasets using INE's template

- Validate quality of documentation using control mechanism of the metadata editor

PHASE OF IMPLEMENTACIÓN OF ADP IN HONDURAS – 2011
CONSULTANT 2

No.	Producer	Survey Title / Year	Year of execution
1	INE	Encuesta Permanente de Hogares Mayo 2006	2011
2	INE	Encuesta Encuesta Permanente de Hogares Septiembre 2006	2011
3	INE	Encuesta Permanente de Hogares Mayo 2007	2011
4	INE	Encuesta Permanente de Hogares Septiembre 2007	2011
5	INE	Encuesta Permanente de Hogares Mayo 2008	2011
6	INE	Encuesta Permanente de Hogares Septiembre 2008	2011
7	INE	Encuesta Permanente de Hogares Mayo 2009	2011
8	INE	Encuesta Permanente de Hogares Septiembre 2009	2011
9	INE	Encuesta Permanente de Hogares Mayo 2010	2011
10	INE	Encuesta Permanente de Hogares Septiembre 2010	2011
11	INE	Encuesta Permanente de Hogares Mayo 2011	
12	INE	Registros Administrativos Nacimientos 2006	2011
13	INE	Registros Administrativos Nacimientos 2007 al 2009	2010
14	INE	Registros Administrativos Defunciones 2006	2011
15	INE	Registros Administrativos Defunciones 2007 al 2009	2011

3. **Consultant # 3** - Erick Abraham Vega Padilla

Main tasks

- Preparing all databases to be uploaded to the metadata editor
- Document all elements in the DDI's template related to database
- Support other consultants in the documentation of databases, the description of consistency control software used in databases and other topics related with the following datasets

PHASE OF IMPLEMENTACIÓN OF ADP IN HONDURAS – 2011

No.	Producer	Survey Title / Year	Year of execution
1	INE	Encuesta Agropecuaria Básica Mayo 2006	2011
2	INE	Encuesta Agropecuaria Básica Septiembre 2006	2011
3	INE	Encuesta Agropecuaria Básica Mayo 2007	2011
4	INE	Encuesta Agropecuaria Básica Septiembre 2007	2011
5	INE	Encuesta Agropecuaria Básica Mayo 2008	2011

6	INE	Encuesta Agropecuaria Básica Septiembre 2008	2011
7	INE	Encuesta Agropecuaria Básica Mayo 2009	2011
8	INE	Encuesta Agropecuaria Básica Septiembre 2009	2011
9	INE	Encuesta de Opinión Empresarial I, II, III y IV Trimestres 2007	2011
10	INE	Encuesta Opinión Empresarial I, II, III y IV Trimestre 2008	2011
11	INE	Estadísticas de Comercio Exterior 2002 al 2010	2011
12	INE	Encuesta Costos de la Construcción I, II, III y IV Trimestre 2008	2011
13	INE	Encuesta Permanente de Hogares Mayo 2006	2011
14	INE	Encuesta Encuesta Permanente de Hogares Septiembre 2006	2011
15	INE	Encuesta Permanente de Hogares Mayo 2007	2011
16	INE	Encuesta Permanente de Hogares Septiembre 2007	2011
17	INE	Encuesta Permanente de Hogares Mayo 2008	2011
18	INE	Encuesta Permanente de Hogares Septiembre 2008	2011
19	INE	Encuesta Permanente de Hogares Mayo 2009	2011
20	INE	Encuesta Permanente de Hogares Septiembre 2009	2011
21	INE	Encuesta Permanente de Hogares Mayo 2010	2011
22	INE	Encuesta Permanente de Hogares Septiembre 2010	2011
23	INE	Registros Administrativos Nacimientos 2006	2011
24	INE	Registros Administrativos Nacimientos 2007 al 2009	2010
25	INE	Registros Administrativos Defunciones 2006	2011
27	INE	Registros Administrativos Defunciones 2007 al 2009	2011

Deliverables

The consultants will provide to supervisors the full documentation (DDI and Dublin Core files, and a copy of all external resources) related to each dataset. If authorized by the respective data producers, the consultant will also provide the ADP coordinator with a copy of the nesstar file containing the microdata and external resources. The final quality and completeness of the documentation will be assessed and cleared by the supervisors.

The work will be completed by 31 December 2011.

Instituto Nacional de Estadística of Honduras (INE)
Lomas del Guijarro, Edificio Guijarros, Quinto Nivel.
Contiguo al Ministerio Público
Tegucigalpa
Honduras.

OECD
Budget/Finance
Accounting Division
2, rue André Pascal
75775 PARIS CEDEX 16

Date: 9 June 2011

INVOICE N° 1

Contract No.: JA00069737 & 69741; MEHLB(2011)

Purpose of Contract: In the context of the PARIS21 Secretariat/Accelerated Data Program (ADP), INE will be requested to :

1. Hire, supervise and pay 3 local consultants to provide support to the documentation and quality review of the documentation of 27 datasets. A summary of the specific terms of reference, duration of contract, and the CV of each proposed consultant are provided in appendix 1 of the contract. The consultants will work under the supervision of INE senior staff. The output of their work will be reviewed and validated by the ADP regional coordinator.
2. Organise one training workshop on microdata documentation (hands on training on the use of the IHSN Microdata Management Toolkit). The workshop will be targeted at staff responsible for the development of surveys and registers from INE, National Registry of People and Health Ministry and for local consultants who will assist INE in the documentation of its datasets.

cf. detailed terms of reference under Annex 1 of the contract..

Description	Amount in USD
Fees	14,700
Workshop expenses	2,175
TOTAL	16,875

Payment Conditions	A first payment of 80% of the total amount of the invoice is requested i.e. an amount of 13,500 USD, upon signature of the contract and reception of a corresponding invoice from the INE.
---------------------------	--

Signature



Date

Tegucigalpa Junio/10/2011