

[REDACTED]

From: [REDACTED]
Sent: 21 March 2011 14:46
To: [REDACTED]
Subject: FW: UNCLASSIFIED: 110314 Carta - Donativo Proyecto Promotores de Paz Escolar
Attachments: 110314 Carta - Donativo Proyecto Promotores de Paz Escolar doc
Security Label: UNCLASSIFIED

[REDACTED]

Can you have it signed for me?
Thanks!

[REDACTED]

Help save paper - do you need to print this email? / Ayuda a ahorrar papel ¿necesitas imprimir este correo electrónico?

From: [REDACTED]
Sent: 17 March 2011 16:50
To: [REDACTED]
Cc: [REDACTED]
Subject: FW: UNCLASSIFIED: 110314 Carta - Donativo Proyecto Promotores de Paz Escolar.

[REDACTED] great, thanks [REDACTED]

From: [REDACTED]
Sent: 15 March 2011 08:37
To: [REDACTED]
Subject: FW: UNCLASSIFIED: 110314 Carta - Donativo Proyecto Promotores de Paz Escolar.

[REDACTED]

We spoke.
Let me know if you want to make any other changes to the draft.

[REDACTED]

From: [REDACTED]
Sent: 14 March 2011 18:19
To: [REDACTED]
Cc: [REDACTED]
Subject: RE: UNCLASSIFIED: 110314 Carta - Donativo Proyecto Promotores de Paz Escolar.

[REDACTED]

Looks good to me. But please speak to [REDACTED] about her preference with meeting with the Governor before sending through the draft letter. She may want to delay a meeting, or propose an introductory meeting at a future unspecified date.



Embajada Británica
Caracas

Av Ppa! La Castellana
Torre La Castellana, Piso 11
Caracas 1060
Venezuela

Tel: (58) 212 263 8411
Fax: (58) 212 267 1275
www.ukinvenezuela.fco.gov.uk

Caracas, 14 de Marzo de 2011.

Ciudadano

[REDACTED]
Su Despacho.-

Atención: [REDACTED]

Estimado Señor [REDACTED]

Tengo el agrado de dirigirme a Usted en la oportunidad de saludarle muy cordialmente y hacer uso de la grata ocasión para hacer de su conocimiento que, en el marco del exitoso proyecto "Promotores de Paz Estudiantil", que ha sido implementado por la Gobernación y financiado a través del fondo de cooperación bilateral de la Embajada durante el año fiscal británico 2010-2011, el comité de proyectos ha decidido hacer un donativo de Bs.14,000 adicionales, para la producción de material de apoyo/cuadernos de trabajo para los niños, niñas y adolescentes que han sido juramentados como *promotores de paz* en cada una de las once escuelas regionales donde se ha venido desarrollando el proyecto.

Con este donativo para la producción de cuadernos de trabajo, creemos que puede ampliarse el impacto del proyecto previsto inicialmente, toda vez que permitiría al *promotor de paz* compartir dicho material con miembros del núcleo familiar así como de su comunidad que no hayan estado en contacto directo con el proyecto.

Quisiera, así mismo, aprovechar la oportunidad para indicar que me gustaría tener la oportunidad de, en un futuro cercano, conocernos formalmente y así poder conversar acerca de los avances del proyecto, entre otros temas de mutuo interés.

Permitame presentarle, Señor [REDACTED] las seguridades de mi alta estima y distinguida consideración.

[REDACTED]
[REDACTED]



GOBERNACIÓN DE
Miranda

Caracas, 20 de septiembre de 2010

Señores

EMBAJADA DEL REINO UNIDO EN VENEZUELA

Torre La Castellana, Ave. Principal,
La Castellana, Caracas.-

Estimados Señores

Tengo el placer de dirigirme a ustedes, en relación a la subvención del Fondo de Cooperación Bilateral otorgada competitivamente a nuestro Gobierno del Estado Bolivariano de Miranda, para la ejecución del proyecto "Promotores de Paz Escolar" en las 11 escuelas de la región Valles del Tuy del Estado Miranda (el "Proyecto").

La presente pretende cumplir con uno de los requisitos exigidos en los Términos de Referencia (ToRs) de la cooperación para materializar la misma. A fin de que el Gobierno de Miranda pueda dar inicio y ejecutar el Proyecto aprobado, se requiere de un desembolso anticipado vis a vis para iniciar el Proyecto, para posteriormente obtener el reembolso de gastos incurridos. Las razones de esto son estrictamente legales-presupuestarias aplicables a los gobiernos estatales, entre otros.

El gobierno del Estado Miranda, incluidas todas sus direcciones (i.e. Educación, ejecuta un presupuesto con estricto apego a partidas aprobadas el año inmediatamente anterior por el "Cuerpo Legislativo del Estado Miranda" (C.L.E.M.) y sólo para los gastos plenamente justificados. En la legislación vigente para la Administración Pública venezolana están consagrados los principios de legalidad presupuestaria y sinceridad del gasto, los cuales impiden realizar un gasto que no haya sido debidamente previsto. Mas aun, existen sanciones estrictas para aquellos actos que contravengan estos principios.

De tal forma que para que nuestro Gobierno pueda ejecutar el Proyecto (objeto de esta cooperación) debe recibirse un porcentaje del monto total de la cooperación (monto negociado según el caso con el donante) y con base en este monto y la documentación legal de la subvención, se debe solicitar un crédito adicional para incorporar el monto de la subvención a nuestro presupuesto, pues, sin este crédito adicional, no hay posibilidad de iniciar un proyecto como el que nos ocupa. Por ello, para la Gobernación, la manera de proceder debe ser mediante un desembolso.



Miranda

Dirección General de Educación
Cm. 76 Torreña Panamericana, Parroquia
Industrial Club Ulica, Sector Los Corrales,
Los Teques, Estado Miranda
Teléfonos: 0212-9217823, 0212-9296274

Esperando que esta explicación satisfaga sus expectativas y podamos contar como el periodo anterior con su generosa comprensión, por favor no dude en contactarnos para cualquier explicación adicional, se despide. Atentamente.



Designado mediante Resolución N° 0727 del 10/12/2008
Gaceta Oficial N° 0194 Extraordinaria del 11/12/2008



Miranda

Dirección General de Educación
Car. 24 Carretera Panamericana, Parcelamiento
Industrial Club Mitoa, parcela 16, Sector Los Carrizos,
Los Tuyos, Estado Miranda
Teléfonos: 0212-321.9223, 0212- 3238274



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Caracas, 14 de Marzo de 2011.

Ciudadano

[Redacted]

Su Despacho.-

Atención: [Redacted]

Estimado Señor [Redacted]

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Permitame presentarle, Señor [Redacted] las seguridades de mi alta estima y distinguida consideración.

[Redacted]



Foreign &
Commonwealth
Office

Terms of Accountable Grant Agreement

The Secretary for State for Foreign and Commonwealth Affairs as represented by

[REDACTED]
[REDACTED]
*British Embassy Caracas, Av. Principal La Castellana, Torre La Castellana, 11th
Floor, Caracas, 1060, Venezuela*

for the Foreign and Commonwealth Office (the Authority) of the one part, has agreed to make a grant of funds to:

*Regional Executive of the Bolivarian State of Miranda
Av. Bolivar, Government Palace Building, Los Toques, Miranda State, Venezuela*

①

and

②

(the Implementer) of the other part upon the following terms:

Article 1 – Purpose of the Grant

- 1(1) The grant is made for the implementation of the project entitled: *School Peace Promoters*. The title, purpose, outputs and activities of the project are set out in the Project Terms of Reference, Annex A.
- 1(2) The Implementer will be awarded the grant on the terms and conditions set out in this document and its Annexes, and which the Implementer hereby declares it has taken note of and accepts.
- 1(3) The Implementer accepts responsibility for the grant and undertakes that it will be used only for the purposes of carrying out the Project in accordance with the Project Terms of Reference, Annex A.

Article 2 – Duration of Project

- 2(1) Subject to Article 7 below, implementation of the project will begin on the day following that on which the last of the two parties signs these terms of grant.
- 2(2) The project's duration is from *August 2010 to February 2011*. Any amendments to this period must be agreed by both parties in writing.
- 2(3) Continuation of the project in subsequent financial years will be dependent upon satisfactory progress being achieved at the end of the first financial year.

Article 3 - Financing the Operation

- 3(1) Subject to Article 7 below, the Authority will provide up to a maximum of BsF 26,500 00 towards the total costs of the project of which BsF 26,500 00 will be paid in 2010-2011. Financing by the Authority for subsequent years of the operation is not guaranteed, and will depend on the availability of funding to the Authority.
- 3(2) Initial payment will be at the beginning of the project covering the first 3 months spend as forecast in the Project Activity Based Budget (Annex B). Subsequent payments will be given covering up to 3 months planned activity, only on receipt of confirmation of how previous funds have been used and will be adjusted to take into account unspent funds still held by the implementer.
- 3(3) Procurement of goods or services by the Implementer using grant funds must comply with the good practice of the Authority, using transparent processes and fair and open competition.
- 3(4) Any non-consumable items of equipment purchased under the grant with an initial value of more than £1 000 and a useful life of more than one year will (in the absence of specific agreement in writing by the Authority to the contrary) be the property of the Authority and must not be disposed of except as the Authority directs. The Implementer will maintain an inventory and notify the Authority of all purchases. Entries must include the following:
- description
 - specific identification (e.g. serial number)
 - date of purchase
 - original value (including VAT if paid)
 - location and/or use
 - person responsible for it
- 3(5) The project funds should be spent in the appropriate financial year for which they were intended – as set out in the Project Activity Based Budget Annex B. Any funds carried forward to subsequent years can only be done so with the prior agreement of the Authority's representative.

Article 4 – Reports and Payments

- 4(1) The project's costing is set out in the Project Activity Based Budget, Annex B.
- 4(2) From August 2010 and every 3 months thereafter the implementer will provide a brief narrative report of the activities undertaken under the project and an assessment of the progress made against original bid documents. This assessment should also compare progress against the indicators of success recorded in the original project bid form.
- 4(3) On November 2010 and every 3 months thereafter, the Implementer will submit a statement how the project funds were spent, including details of any consultants' fees and travel expenses.
- 4(4) All financial reports should include originals of invoices and receipts. The Authority will return the originals of invoices and receipts to the implementer within one month of the receipt of the financial report.
- 4(5) Items spent against the grant must be clearly identifiable within the Implementer's accounts.

- 4(6) Unless otherwise agreed funds shall be transferred to a separate bank account nominated for this project
- 4(7) Once the project has been completed, a final project payment will only be made when the Project Completion Report has been submitted to the Post.
- 4(7) The final payment for a pre-paid project will not be released until the Project Completion Report is received by the Authority, unless it is considered that this would jeopardise the completion of the project
- 4(8) The Authority reserves the right to commission an external audit of the financial report covering the implementation of the project at any time.
- 4(9) The Implementer shall provide annual externally audited financial reports for any project with an annual expenditure of over £200 000. Such a report should be received by the Authority by 5 August (i.e. 4 months after the end of the FCO's financial year).
- 4(10) The Authority reserves the right to reclaim at any time within a period of 5 years after the date of these terms of grant any grant money, which remains unspent at the termination of this project, or money spent on purposes which do not fall within the Project Terms of Reference in Annex A or the Project Activity Based Budget in Annex B or which is unaccounted for
- 4(11) The Implementer will allow access for the Authority or its representatives to project sites and to relevant records for the purposes of monitoring, evaluation and audit

Article 5 – Monitoring and Evaluation

- 5(1) The Authority will supervise the progress of the project throughout and reserves the rights to carry out monitoring visits at a time agreed with the Implementer upon reasonable notice being given

Article 6 – Amendment of the Terms of Grant

- 6(1) These terms of grant may be amended only by written agreement of the parties

Article 7 – Termination of the Terms of Grant

- 7(1) Either party may terminate this contract upon one month's written notice to the other in the following circumstances:

- For failure to implement the project according to this contract
- For material breach of any terms of this contract,
- By reason of force majeure

In addition, the Authority may terminate this contract upon one month's notice to the implementer, if any changes occur which, in the opinion of the Authority, impair significantly the value of the contribution of the project towards the programme objective, or if the funding available to the Authority should become, in its sole opinion, insufficient for it to continue to finance the project.

- 7(2) Upon termination of the terms of grant the Implementer shall provide financial and narrative reports (including invoices and receipts) up to the date of such termination

7(3) Upon termination of the terms of grant the Authority retains the right to recover any funds given to the Implementer under these terms of grant which have not been used for the purposes of implementing the project or cannot be accounted for.

Article 8 – Acknowledgement of Funding

- 8(1) Unless there are exceptional reasons for funding not to be acknowledged, the Implementer undertakes to acknowledge the contribution of the Authority (and any particular funding source) on materials produced in the course of the project (including information available in electronic format) and at all public events.
- 8(2) The Implementer should consult the Authority on all promotion or publicity of the project, and seek approval of the Authority before using any branding or acknowledgement of the Authority in publicity material, materials produced during the project and/or at public events

Article 9 - Liability

- 9(1) The Implementer undertakes to provide adequate supervision of and care for its staff, agents and visitors, and accepts that in no circumstances will the Authority be responsible for the acts or omissions of the Implementer's staff, agents or visitors or for any loss or liability arising as a result of the project, which remains the entire responsibility of the Implementer.
- 9(2) The person signing off reports and invoices (as outlined in Article 4) should certify that all amounts detailed on the invoice have actually and necessarily been expended under the grant and are therefore legitimate expenditure

Article 10 - Representatives

10(1) All issues arising out of these terms of grant shall in the first instance be dealt with by the following representatives of the parties:-

For the Authority

Signature: _____

Name: _____

Date: _____

For the Implementer:

Signature: _____

Name: _____

Date: _____

Signature: _____

Name: _____

Date: _____

Annex A The Project Terms of Reference

Annex B The Project Activity Based Budget