

REGULATIONS FOR HIRING CONSULTANTS CHAPTER I NATURE AND SCOPE

Article 1.- Consultants of the Latin American Energy Organization (OLADE) are located in Decentralized Units, within the organic and functional structure of the Permanent Secretariat, in accordance with what is specified in Heading VI of the General Bylaws. The Executive Secretary, with the help of the respective Organizational Units, will determine Consultant placements depending on the area of assistance and specialization. Consultants shall be governed solely and exclusively by the provisions of these Regulations.

Article 2.- For the purpose of these Regulations, the word "Consultant" means a person with a broad, high level of technical, scientific, business, legal, or economic knowledge, who, once contracted, provides services in his/her areas of expertise or fields of work. This definition includes consultants or groups of consultants.

Article 3.- Given the nature of the contractual relationship, consultant services and fee payments, Consultants shall not collect any benefits.

CHAPTER II SELECTION AND CONTRACTING

Article 4.- The Executive Secretary shall select Consultants on the basis of a written request from the Chief of the appropriate Organizational Unit, who shall justify their technical need, funds availability for contracting and required professional profile.

Article 5.- OLADE shall maintain a contractual relationship with all consultants, which in no case shall exceed two years, if honoraria is paid with the Organization own funds.

Article 6.- Should the project so require, contracts may be renewed for periods not exceeding initial contracts, by mutual agreement between Consultants and OLADE 's Executive Secretary, according to what is established herein and the availability of funds for the project receiving such services.

Contracts for selected Consultants living in the Headquarters Country shall be effective from the date on which duties are commenced, and those for selected Consultants living outside of the Headquarters Country, from the date of the Contract signature.

Either of the parties may terminate the contract by written notice to the other party at least thirty days in advance, and neither of the parties shall have any right to indemnification.

Article 7.- Consultants shall report administratively to the Director of the Organizational Unit to which the services are provided.

Article 8.- Consultants shall provide the Administration and Finances Management with all personal data, professional and labor background, and communicate in writing any change related with the provided data.

The Executive Secretary may ask Consultants for additional information regarding his/her technical and professional skills, experience and suitability.

CHAPTER III DUTIES AND RIGHTS

Article 9.- Consultants shall work on the dates and in the places established in the contract. Should Consultants' obligations be results-based, there shall be no requirement to set working days, and all obligations shall be subject to job delivery.

The Executive Secretary shall determine work dates and places according to service needs, which shall be recorded in the applicable contract.

Article 10.- Consultants shall not publicly disclose, whether directly or through third parties, any documents, aspects or situations concerning the Organization.

Neither shall Consultants make any public statements regarding the Organization, whether directly or through third parties, without prior written authorization from the Executive Secretary. The Consultant will be obliged to sign a confidentiality clause included in the Contract.

Article 11.- Contracted Consultants residing outside of the Organization's Headquarters Country shall be paid for economic class airfare in order to come to the Headquarters Country, as well as return to his/her country of origin, depending of the Contractual conditions.

When a Consultant travels outside the Organization's Headquarters City on a Service Commission, travel via the fastest, most direct and economic means shall be paid, as well as per diems based on the system applied in OLADE or established by the Organization(s) financing the Project the Consultant is assigned to.

Article 12.- The Consultant will be the responsible to contract the insurance coverage's he considers convenient for the duration of his contract.

CHAPTER IV FAULTS AND SANCTIONS

Article 13.- The following are Consultant faults:

- a) Violations of the Lima Agreement, Regulations, Resolutions and internal administrative provisions of the Permanent Secretariat;
- b) The injury of the OLADE or Permanent Secretariat prestige;
- c) The offense to the dignity of the OLADE or Permanent Secretariat authorities, to its officials, or labor colleagues;
- d) Falsification, supplanting, adulteration, disclosure, misappropriation or improper utilization of internal documents belonging to OLADE or the Permanent Secretariat;
- e) The misappropriation or any other kind of attempt against the property of the Permanent Secretariat;
- f) Serious negligence in the performance of duties;
- g) Default on any contractual duties.
- h) Work harassment, considered to be improper words, conduct or actions that are repeated or persistent, directed at a personnel member of the Permanent Secretariat, whose intention is to annoy, or cause substantial emotional distress in that personnel member, and which are deemed offensive, humiliating, intimidating, and/or an interference in the private life of such members.
- i) Sexual harassment against any authority, personnel member, Consultant or visitor that is visiting within the facilities of the Permanent Secretariat.

Article 14.- The following sanctions are applicable to Consultants:

- a) Written warning: A warning to the Consultant, with a written record kept on file, of his/her conduct or job deficiency, applied directly by Chief of the appropriate Organizational Unit, who shall send a copy to administration for the record;
- b) Contract Termination: Shall be proceeding when a Consultant's misbehavior or deficiency is so serious or persistent that it requires imposing such a measure, to be applied by the Executive Secretary.

CHAPTER V GENERAL PROVISIONS

Article 15.- The provisions of these Regulations shall be applied taking into account any conditions specified by the organizations financing Projects to which Consultants are assigned.

In the case of divergent conditions that are not considered herein, they shall be included in the contractual instrument between OLADE and the Consultant, and shall be fully valid.

Article 16.- All matters not considered in or deriving from the application of these Regulations, shall be decided on by OLADE's Executive Secretary.

FINAL PROVISIONS

Article 17. These General Bylaws annul and revoke all Regulations, norms and dispositions that are opposed to or in contradiction with the contents herein.

Article 18.- These Regulations for Hiring Consultants went into effect on June 1st, 2007, once being approved by the IV Extraordinary Meeting of Ministers of the Organization.