

Acuerdos Bilaterales

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Materia: Relaciones Generales de Cooperación

Partes: SG/OEA y International Federation of Red Cross and Red Crescent Societies

Referencia: IFRCRCS

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Lugar de Firma:

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Original:

Claves:

Cierre del proceso:



**Memorandum of Understanding
For Collaboration Between the
General Secretariat of the Organization of American States
and the
International Federation of Red Cross and Red Crescent Societies**

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3-12-04
D.C.*



**Memorandum of Understanding
For Collaboration Between the
General Secretariat of the Organization of American States
and the
International Federation of Red Cross and Red Crescent Societies**

THE PARTIES TO THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU"): The General Secretariat of the Organization of American States (hereinafter "GS/OAS") a public international organization with headquarters located at 1700 Constitution Avenue, NW, Washington, D.C., USA, and the International Federation of Red Cross and Red Crescent Societies (hereinafter the "International Federation"), an international humanitarian organization with headquarters located at 17 Chemin de Crêts/Petit-Saconnex, Geneva, Switzerland.

PREAMBLE

Whereas the Organization of American States (hereinafter the "OAS") is the world's oldest regional organization, dating back to the First International Conference of American States, held in Washington, D.C., from October 1889 to April 1890. At that meeting the establishment of the International Union of American Republics was approved. The Charter of the OAS was signed in Bogotá, Colombia in 1948 and entered into force in December 1951. The Charter was subsequently amended by the Protocol of Buenos Aires, signed in 1967, which entered into force in February 1970; by the Protocol of Cartagena de Indias, signed in 1985, which entered into force in November 1988; by the Protocol of Managua, signed in 1993, which entered into force on January 29, 1996; and by the Protocol of Washington, signed in 1992, which entered into force on September 25, 1997. The OAS currently has thirty-five member states. In addition, the OAS has granted permanent observer status to more than fifty countries, as well as to the European Union;

Whereas the general aim of the International Federation is, in conformity with the Fundamental Principles of the International Red Cross and Red Crescent Movement, to inspire, encourage, facilitate and promote at all times all forms of humanitarian activities by the National Red Cross and Red Crescent Societies (hereinafter the "National Societies"), with a view to preventing and alleviating human suffering and thereby contributing to the promotion and maintenance of peace in the world;

Whereas the International Federation is the world's largest humanitarian network, with a National Society of the Red Cross in every country in the Americas working to improve the situation of vulnerable people;

Recalling that the heads of state and governments attending the Summit of Americas in Quebec City in 2001 emphasized that reduction of vulnerability to natural disasters is critical to the achievement of political, economic, and social objectives;

Recalling the recognition that the leaders of the Western Hemisphere have placed on the importance of participation of civil society in the consolidation of democracy and that this participation constitutes one of the vital elements for the success of development policies;

Aware of the International Federation's *Strategy 2010*, which emphasizes the necessity to work together effectively through program cooperation, long-term partnerships and funding, as well as more active advocacy on behalf of those people at risk from situations that threaten their survival or their capacities to live with a minimum of socio-economic security and human dignity;

Recognizing that Disaster Preparedness is one of the four core areas of work of the Red Cross and Red Crescent Societies set in the *Strategy 2010*;

Recalling that as the Red Cross National Societies in the Americas established in the strategic document "*Reducing risks and improving coordination: towards and integral Disaster Management system in the Americas*" and as recognized in the Commitment of Santiago de Chile approved by the XVII Inter-American Conference of Red Cross, reducing vulnerability to natural disaster, of which disaster preparedness and mitigation are integral parts, is at the heart of development;

Mindful that National Societies are auxiliaries to public authorities in the humanitarian field and can play a complementary role to governments by focusing on household and community factors that are closely related to vulnerability reduction and emergency preparedness and response;

Recognizing the technical expertise and capacity of the GS/OAS to dialogue with governments in the design of policy, and promote the setting of standards and norms for the development and implementation of disaster reduction;

Aware of GS/OAS acknowledgement of the ongoing need for wide contacts and collaborative work with the non-state sector, or civil society, in order to improve disaster management in all its facets;

Recognizing the interest of the International Federation and its member National Societies in making the most of opportunities offered by developing close multilateral partnerships between them and international organizations;

Supported by the efforts of the ProVention Consortium, in which both GS/OAS' Unit for Sustainable Development and Environment and the International Federation are involved, to forge cross-sectoral linkages, partnerships and closer interaction on disaster risk management;

Taking into account the need for closer and more systematic collaboration between GS/OAS and the International Federation in matters concerning disaster management and desirous of further enhancing such cooperation; and

Recognizing, that pursuant to Article 112(h) of the Charter of the Organization of American States and AG/RES. 57 (I 0/71), GS/OAS is authorized to establish cooperative relations with entities that are not governments in order to facilitate cooperation in areas of common interest;

NOW WHEREFORE, the International Federation and GS/OAS (hereinafter the "Parties") hereby agree to cooperate on matters of mutual interest and also with the governments of OAS member states in Latin America and the Caribbean to promote vulnerability reduction of their populations and their social and economic infrastructure in the event of a natural hazard event, and hereby agree to a process of collaboration, as follows:

Section I: Purpose and Implementation of this Memorandum of Understanding ("MOU")

1.1 This MOU establishes a framework for cooperation between the International Federation, in cooperation with interested member National Societies in Latin America and the Caribbean, and GS/OAS, primarily through GS/OAS' Unit for Sustainable Development and Environment (hereinafter "USDE"), to develop and implement joint initiatives to support OAS member states in Latin America and the Caribbean in achieving a process of vulnerability reduction through the co-coordinated efforts of the International Federation, the interested National Societies, and GS/OAS.

1.2 All obligations undertaken by each Party under this MOU are only to the extent provided under that Party's Program Budget, and are subject to availability without prejudicing that Party's operations.

1.3 The Parties shall enter into a separate Project Agreement, or exchange of letters, for each joint Project in which they participate. Each such document shall identify the sources of financing for the project, scope of work, and the respective obligations, rights, and privileges of the Parties.

Section II: Objectives

2.1 The objectives of this MOU are:

- To identify areas consistent with the objectives and mandates of the Parties and the objectives of OAS member states that can improve the lives of the most vulnerable people to natural disasters and to reduce or eliminate avoidable vulnerability to such disasters;
- To support the implementation of the disaster management component of the Plan of Action of the Summit of the Americas by advancing greater engagement and partnerships with civil society groups;
- To support the implementation of the disaster management component of the Plan of Action of the Red Cross Inter-American Conference by cooperating with other organizations in the development and implementation of community based risk reduction activities;
- To enhance and support co-operation between governments of OAS member states, GS/OAS, and the National Societies; and
- To serve as the framework agreement for future co-operation between the Parties in specific areas of activities and collaboration.¹

Section III: General Principles of Cooperation and Areas of Shared Interest

3.1 The Parties shall:

- (a) Act in close co-operation and consult with each other, not less than once a year, on matters of common interest based on priority issues and programs, including joint projects and other activities at the Inter-American, sub regional, and national levels, in order to co-ordinate their work and to strengthen cooperation;
- (b) Define and develop as initial areas of collaboration: (i) community-based vulnerability reduction to natural disasters, as part of general local development, (ii) flood/hurricane alert early warning, (iii) school vulnerability reduction; and
- (c) Identify new areas of collaboration at the time of the annual consultations.

¹ As stated in Paragraph 1.3, above, a separate project agreement or exchange of letters is required for each such project.

Section IV: Modalities of Cooperation – Operational Aspects

4.1 In the framework of this MOU, GS/OAS and the International Federation, in cooperation with the interested National Societies of the region, will undertake the following responsibilities:²

- (a) To each appoint an overall focal point, which shall coordinate the implementation of this MOU, monitor progress, and have a yearly consultation to evaluate and identify new opportunities for cooperation. Special technical focal points may also be appointed to implement the specific areas of co-operation called for above;
- (b) To establish a working group to develop initial areas of collaboration called for above;
- (c) To endeavour to share information on events and activities that may be of common interest, where appropriate, with all participation to such events being by invitation;
- (d) To share information about projects proposed to be financed by each organization and subject to the terms of this MOU and each organization's rules, regulations and procedures;
- (e) To cooperate to develop joint information tools such as publication of appropriate material, posters and audiovisuals as may be considered necessary, to increase access to information and level of public awareness of issues concerning natural disaster reduction;
- (f) To develop and disseminate strategies, guidelines and methods on disaster management issues of common interest;
- (g) To develop a collaborative disaster reduction initiative through the ProVention Consortium;
- (h) To consult with each other on the design and scientific evaluation of activities carried out under this MOU; and
- (i) To jointly evaluate progress in the implementation of this MOU during yearly consultation meetings.

Section V: Technical Cooperation and Funding

5.1 The Parties will consult and agree on how activities to be jointly undertaken should be financed while respecting their respective resource mobilization modalities and their respective rules, regulations, and procedures.³

5.2 The Parties in accordance with their respective rules, regulations and procedures, will collaborate with governments, outside partners, including specialized institutions, universities, donors, and the international community at large, and with other components of civil society in any activity that they might consider necessary.

5.3 The Parties may, through special arrangements, decide to act jointly in the formulation, implementation, and resource mobilization of projects that are of common interest. The special arrangements shall define the modalities for the participation of each Party in such projects and shall determine the contributions to be made by each of the Parties.⁴

Section VI: Intellectual Property

6.1 Research results from joint projects of the Parties performed under the provisions of this MOU shall, as far as possible, be published and copyrighted jointly; where this is not feasible, the Parties agree, after consultation with each other, to permit each Party to publish any of the results on its own or in collaboration with others, giving due recognition to the contribution of the other Party. For material published under joint

² As stated in Paragraph 1.2, above, all obligations undertaken by each Party under this MOU are only to the extent provided under that Party's Program Budget and are subject to availability without prejudicing that Party's operations

³ See, also, Paragraph 1.3 and footnote 2, above.

⁴ See, also, Paragraph 1.3 and footnote, 2, above.

copyright, each Party shall, subject to prior written consent of the other Party, have the right to adapt the published material for its work in other regions or outside the framework of this MOU. Such consent shall not be unreasonably withheld.

Section VII: Cooperation with Other International and National Organizations

7.1 The Parties may consult, separately, or jointly, with international and national organizations, as appropriate and in accordance with their respective rules, regulations and procedures, in order to achieve the objectives of the joint initiatives under this MOU, and to maximize the efficient use of resources and/or to acquire additional funding. These may include both public and private organizations active in the area of social, economic, and health development. The Parties shall inform each other on their respective contacts in this regard.

Section VIII: Liaison Officers

8.1 Each Party shall appoint a liaison officer who will serve as its representative for receiving and providing information and for processing requests between the Parties in relation to the implementation of this MOU.

8.2 Either Party may change its liaison officer at any time by providing written notice thereof to the other Party.

Section IX: Conflict Resolution

9.1 Any differences in the interpretation or application of this MOU shall be resolved by common agreement of the Parties. In the event that the Parties are unable to reach agreement, and if one or both Parties wishes to resolve the matter, the Parties shall select a mutually agreeable, binding dispute resolution procedure.

Section X: Privileges and Immunities

10.1 Nothing in or related to this MOU shall be deemed to constitute any waiver, express or implied, of the immunities, privileges, exemptions and facilities enjoyed by either Party under international law, international conventions or agreements, or the domestic legislation and laws of their respective Member States.

Section XI: Date of Entry Into Force, Amendments, and Termination

11.1 This MOU shall enter into force upon its signature by the authorized representatives of the Parties.

11.2 This MOU shall remain in force indefinitely until revoked in writing by either in accordance with Paragraph 11.4, below. In addition, after an initial period of three years, the Parties shall review this MOU, and they shall decide whether to continue, amend, or terminate this MOU.

11.3 This MOU may be amended by written agreement signed by the authorized representatives of the Parties and attached hereto. Each such amendment shall specify the effective date of the modifications therein.

11.4 This MOU may be terminated by either Party at any time upon giving ninety (90) days advance notice in writing to the other Party.

11.5 There shall be four duplicate originals of this MOU, two in English and two in Spanish.

In witness whereof, the undersigned, Mr. Markku Niskala, Secretary General of the International Federation of Red Cross and Red Crescent Societies, and Mr. Cesar Gaviria, Secretary General of the Organization of American States, being duly authorized, sign this Memorandum of Understanding, in four originals, two in English and two in Spanish, on the dates and at the locations set forth below.

**For and on behalf of the
International Federation of Red Cross
and Red Crescent Societies**

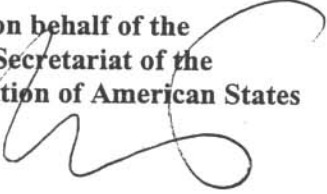


Markku Niskala

Dated: _____

Location: _____

**For and on behalf of the
General Secretariat of the
Organization of American States**



Cesar Gaviria

Dated: _____

Location: _____

