

ACUERDO BILATERAL

Clasificación: 48-2011

Fecha de Ingreso: 13 de febrero de 2012

Nombre del Acuerdo: Memorandum of Understanding between Asociación Museo de Arte de El Salvador (MARTE) and GS/OAS concerning Project "Building communities through the Arts: Afterschool Program for at Risk Salvadoran Youth"

Materia: Building communities through the Arts: Afterschool Program for at Risk Salvadoran Youth

Partes: SG/ Asociación Museo de Arte de El Salvador (MARTE)

Referencia: Asociación Museo de Arte de El Salvador (MARTE)

Fecha de Firma: 28 de noviembre de 2011

Fecha de Inicio

Fecha de Terminación

Lugar de Firma: San Salvador, El Salvador y Washington, D.C.

Unidad Encargada: Secretaria de Relaciones Externas

Persona Encargada:

Original

Claves

Cierres del proceso

MEMORANDUM OF UNDERSTANDING

between
Asociación Museo de Arte de El Salvador (MARTE)
and
GS/OAS

concerning the

PROJECT "BUILDING COMMUNITIES THROUGH THE ARTS: AFTERSCHOOL PROGRAM FOR AT RISK SALVADORAN YOUTH"

THE PARTIES TO THIS MEMORANDUM OF UNDERSTANDING, the Asociación Museo de Arte de El Salvador (hereinafter MARTE), a private, non-profit institution that started its operations on May 22, 2003 located at Final Avenida de la Revolución, Colonia San Benito, San Salvador, El Salvador and represented by its Director, Roberto Galicia, and the General Secretariat of the Organization of American States (hereinafter GS/OAS), a public international organization with headquarters at 1889 F. St. N.W., Washington, D.C. 20006, U.S.A., represented by its Secretary for External Relations, Ambassador Alfonso Quiñónez, hereinafter jointly referred to as "the Parties,"

CONSIDERING:

That the Project "Building Communities Through the Arts: Afterschool Program for at Risk Salvadoran Youth" (hereinafter the "Project") will provide at-risk youth ages 12-15 with an opportunity for shared discovery, linking students in El Salvador with residents in Washington, D.C., U.S.A. of Salvadoran origin, creating awareness of personal and collective identity as well as understanding of cultural heritage and the usefulness of arts in this process;

That the Project consists of a series of weekly art project-based workshops led by MARTE, and the OAS Art Museum of the Americas (AMA) with the support of the *Casas de la Cultura* in El Salvador and the Latin American Youth Center in Washington, D.C., U.S.A.;

That MARTE, now a reference for culture and visual arts in Central America, contributes to the educational and cultural development of El Salvador through the conservation and diffusion of Salvadoran artistic heritage, reinforcement of historical knowledge, and furthering support of new artistic expression. That MARTE is a significant contributor to visual art development, stimulating creativity and dialogue, respect for the individual and opening new horizons for Salvadoran art;

That MARTE has experience implementing programs to increase awareness and understanding of art in the community, stimulating knowledge of the arts and appreciation of the work of



artists. That MARTE complements its exhibits with an Educational Program that include teacher training, workshops, conferences and lectures;

That the Organization of American States (OAS) is the region's premier forum that brings together its Member States, to strengthen cooperation and promote greater inter-American understanding;

That the OAS works to promote good governance, strengthen human rights, foster peace, expand trade, address the problems caused by poverty, and contribute to the achievements of higher and more sustainable economic growth and prosperity;

That enhancing cultural development and mutual understanding are primary objectives of the OAS;

That AMA, a dependency of the GS/OAS, is committed to promoting social change resorting to the arts and cultural heritage recognition;

That GS/OAS and MARTE share a mutual interest in the creation and implementation of programs and mechanisms for the promotion of enhanced cultural relations and understanding for the peoples of the Americas;

That GS/OAS is the central and permanent organ of the OAS and is authorized to carry out relations of cooperation in accordance with Article 112(h) of the Charter and OAS General Assembly Resolution AG/RES. 57(I-O/71); and



That GS/OAS' Secretariat for External Relations, through AMA, is launching the Project with the goal of building bridges between two communities (in El Salvador and in Washington, D.C., U.S.A.), an initiative that supports better and more sustainable museum practices via integrated cultural projects,

Have reached the following understanding:

ARTICLE I PURPOSE

- 1.1 The purpose of this Memorandum of Understanding (hereinafter referred to as the "Memorandum") is to establish a framework between the Parties regarding cooperation mechanisms to be provided by MARTE to the Project, to benefit Salvadoran youth both in El Salvador and in the United States of America in the Washington, D.C. area, pertaining to training and technical assistance, programs, and activities associated with implementation of the Project.

ARTICLE II EXECUTION OF PROJECTS, PROGRAMS AND ACTIVITIES

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- 2.1 Once the Parties have determined the activities that shall be implemented under the Project and pursuant to this Memorandum, and that the corresponding authorizations and funds have been obtained, the Parties shall enter into cooperation agreements with each other for the execution of activities (hereinafter "Program Cooperation Agreements"). The Program Cooperation Agreements shall be annexed to this Memorandum and shall become an integral part hereto. Each such Program Cooperation Agreement shall be signed by the duly authorized representatives of the Parties and shall set forth, with specificity, the following:
- a. the agreed-upon activity;
 - b. the objectives sought;
 - c. the work plan, stages, planning and chronology of development;
 - d. the staffing requirements, material resources, budget and cost estimates, and funding sources required by the program and/or activity, specifying the financial responsibilities and contributions of each Party to the Program Cooperation Agreement (indicating the nature and the amount), and the schedule of contributions;
 - f. a provision relating to the coordination, notification and follow-up of the training and technical assistance pertaining to project activities; and
 - g. a provision acknowledging this Memorandum as the programmatic and juridical framework for the program, project or activity.
- 2.2 The GS/OAS shall use its best efforts to promote programs and activities arising from this Memorandum and its benefits.
- 2.3 Specific areas of cooperation may include, but are not limited to, such areas as:
- a. lesson curricula design and scheduling;
 - b. youth enrollment with local schools;
 - c. workshop implementation;
 - d. coordination and set-up of student exhibits at MARTE.

ARTICLE III PARTIES' REPRESENTATIVES AND NOTICE

- 3.1 Each Party hereby designates a "Principal Representative" who, at such times as are mutually determined upon by the Parties shall meet to review the projects, programs and/or activities under this Memorandum and develop proposals for the future, as appropriate.
- 3.1.1 The Principal Representative for GS/OAS is Lydia Bendersky, Director, Art Museum of the Americas and the Principal Representative for MARTE is Roberto

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Galicia, Director, Asociación Museo de Arte de El Salvador. Notifications and communications should be directed to the Principal Representatives at the following street addresses, faxes and email addresses:

For the GS/OAS:

Lydia Bendersky
OAS General Secretariat
1889 F Street, NW
Washington, DC 20006, U.S.A.
Tel.: 202-458-3044/6301
Fax: 202-458-3639
Email: lbendersky@oas.org

For MARTE:

Roberto Galicia
Director, Asociación Museo de Arte de El Salvador
Final Avenida de la Revolución, Colonia San Benito,
San Salvador, El Salvador
Tel: + (503) 2243-6099
Fax: + (503) 2243-1726
Email: direccion@marte.org.sv

- 3.2 All communications and notifications under this Memorandum will be validly made only when they are sent by mail, fax or email addressed to the Representatives whose names are set out in Article 3.1.1 above. When the communications and notifications are transmitted by email, they shall be valid when they are sent directly from the email address of the Representative of one of the Parties to the email address of the Representative of the other.
- 3.3 Either Party may change the Representative, dependency, address, telephone, fax or email indicated by notifying the other Party in writing.

ARTICLE IV TITLE TO PROPERTY

- 4.1 Issues pertaining to title to all property and any improvements thereto furnished, acquired or constructed for the purpose of this Memorandum shall be addressed in the Program Cooperation Agreements.

ARTICLE V LIABILITY

Each Party shall be fully liable and shall indemnify and hold harmless the other Party for the negligent and/or intentional acts of its respective employees, contractors or other agents with respect to actions or work performed pursuant to this Memorandum.

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**ARTICLE VI
FINANCIAL OBLIGATIONS**

- 6.1 This Memorandum in and of itself does not create obligations of a financial nature for either Party.
- 6.2 To the extent that the carrying out of any provision of this Memorandum depends on the appropriation of funds, implementation activities shall be subject to the availability of such funds pursuant to the laws and procedures applicable in the United States of America and pursuant to GS/OAS' internal laws and regulations.

**ARTICLE VII
DISPUTE RESOLUTION**

Any dispute or complaint that may arise in conjunction with the application or interpretation of this Memorandum, or supplementary agreements, Program Cooperation Agreements or exchange of letters pursuant to Article 2.3, above, shall be settled by direct negotiations between the Parties. If a solution satisfactory to both Parties cannot be reached, then the Parties shall submit their differences to arbitration pursuant to the 2010 Arbitration Rules of the United Nations Commission on International Trade Law ("UNCITRAL") or of the International Commercial Arbitration Commission ("IACAC") currently in effect. The place of arbitration shall be Washington D.C., U.S.A. The language in the proceedings shall be English. The sole arbitrator shall decide the dispute as *amiable compositeur* or *ex aequo et bono*. The arbitrator's decision shall be final, binding and not subject to appeal.

**ARTICLE VIII
PRIVILEGES AND IMMUNITIES**

Nothing in this Memorandum constitutes an express or implied waiver of the privileges and immunities of the OAS or the GS/OAS, its personnel and its assets in accordance with the OAS Charter, relevant agreements, general principles and practices of international law and pursuant to the following provisions and instruments ratified by the Government of the United States of America: Articles 133, 134 and 136 of the OAS Charter, whose instrument of ratification was deposited by the Government of the United States of America on June 19, 1951 and by the Government of El Salvador on September 11, 1950; in the Agreement between the Government of the United States of America and the Organization of American States of March 20, 1975, the Headquarters Agreement between the Organization of American States and the Government of the United States of America of May 14, 1992 and the *Acuerdo entre el Gobierno de la República de El Salvador y la Secretaría General de la Organización de los Estados Americanos sobre el*

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funcionamiento de la Oficina de la Unión Panamericana en El Salvador or June 15, 1967.


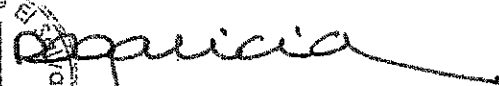
**ARTICLE IX
VALIDITY, AMENDMENT, AND TERM**

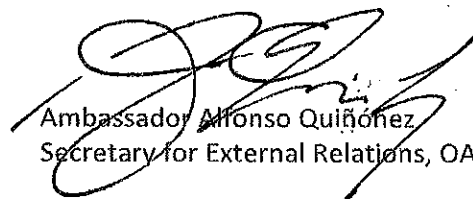
- 9.1 The Parties agree to observe the highest ethical standards and administrative transparency in all actions and activities related to this Memorandum. In addition, the GS/OAS, to the extent applicable and without prejudice to its privileges and immunities referred to in Article VIII, agrees to comply with the provisions of the Inter-American Convention Against Corruption and in the applicable norms of the country in which the Project and any other programs, project and/or activities related to this Memorandum are executed. Failure to comply with this provision shall constitute grounds for anticipatory termination of this Memorandum, pursuant to Article 9.4.
- 9.2 This Memorandum shall enter into force upon signature by the duly authorized representatives of the Parties and shall remain in force for five (5) years thereafter, unless terminated pursuant to Article 9.4. Its duration may be extended for additional terms of five (5) years if agreed upon by the Parties.
- 9.3 Modifications to this Memorandum shall only be made by mutual agreement in writing by the duly authorized representatives of the Parties. The instruments in which the modifications are set out shall be attached as annexes to this Memorandum and shall form an integral part thereof.
- 9.4 This Memorandum may be terminated by mutual consent or by either Party by written notice from one to the other at least sixty (60) days prior to termination.

IN WITNESS WHEREOF, the undersigned, being duly authorized, have signed this Memorandum of Understanding in duplicate on the dates and at the places indicated below:

**FOR THE ASOCIACIÓN MUSEO DE ARTE DE
EL SALVADOR**

**FOR THE GENERAL SECRETARIAT OF THE
ORGANIZATION OF AMERICAN STATES:**



Roberto Galicia
Director, MARTE


Ambassador Alfonso Quiñonez
Secretary for External Relations, OAS

Place: San Salvador, El Salvador
Date: November 28, 2011

Place: Washington, D.C.
Date: November 28, 2011

WITNESS

Melinda Porras de Amate
Melinda Porras de Amate

Place: San Salvador, El Salvador

Date: November 28, 2011

WITNESS

Ducy Nunez
Ducy Nunez

Place: Washington, D.C.

Date: November 28, 2011

