

Acuerdos Bilaterales

Clasificación: 54-2007

Fecha de Ingreso: 18 de octubre de 2007

Nombre de Acuerdo: Cooperation Agreement between the General Secretariat of the Organization of American States through its Department of Sustainable Development and the Inter-Agency Secretariat for the United Nations International Strategy for Disaster Reduction through its Regional Unit for the Americas for Advancing the Implementation of the Hyogo Framework for Action in the Americas and the Inter-American Strategic Plan for Policy on Vulnerability Reduction, Risk Management and Disaster Response

Materia:

Partes: SG/OEA & United Nations International Strategy for Disaster Reduction

Referencia: UNISDR

Fecha de Firma: 6 de junio de 2007

Fecha de Inicio:

Fecha de Terminación:

Lugar de Firma: Ginebra

Unidad Encargada:

Persona Encargada:

Original:

Claves:

Cierre del proceso:

**COOPERATION AGREEMENT
BETWEEN
THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES
THROUGH ITS DEPARTMENT OF SUSTAINABLE DEVELOPMENT
AND
THE INTER-AGENCY SECRETARIAT FOR THE UNITED NATIONS INTERNATIONAL
STRATEGY FOR DISASTER REDUCTION
THROUGH ITS REGIONAL UNIT FOR THE AMERICAS
FOR
ADVANCING THE IMPLEMENTATION OF THE HYOGO FRAMEWORK
FOR ACTION IN THE AMERICAS AND THE INTER-AMERICAN
STRATEGIC PLAN FOR POLICY ON VULNERABILITY REDUCTION, RISK
MANAGEMENT AND DISASTER RESPONSE**

COOPERATION AGREEMENT BETWEEN THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES THROUGH ITS DEPARTMENT OF SUSTAINABLE DEVELOPMENT AND THE INTER-AGENCY SECRETARIAT FOR THE UNITED NATIONS INTERNATIONAL STRATEGY FOR DISASTER REDUCTION THROUGH ITS REGIONAL UNIT FOR THE AMERICAS FOR ADVANCING THE IMPLEMENTATION OF THE HYOGO FRAMEWORK FOR ACTION IN THE AMERICAS AND THE INTER-AMERICAN STRATEGIC PLAN FOR POLICY ON VULNERABILITY REDUCTION, RISK MANAGEMENT AND DISASTER RESPONSE

THE PARTIES TO THIS AGREEMENT, 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, represented by its Secretary General, Mr. José Miguel Insulza, through its Department of Sustainable Development (hereinafter "OAS-DSD"), represented by its Director, Mr. Scott Vaughan, and the Inter-Agency Secretariat for the United Nations International Strategy for Disaster Reduction (hereinafter "UN/ISDR"), represented by its Director, Mr. Salvano Briceño, through its Regional Unit for the Americas, located at Casa 843 A and B Avenida Arnoldo Cano Arosemena in the Campus of Ciudad del Saber Corregimiento de Ancón Panamá, PO BOX 0843-03441, Panama City, Panama, represented by its Regional Coordinator, Mr. Dave Paul Zervaas

CONSIDERING:

That the OAS-DSD is the principal technical arm of the GS/OAS responsible for meeting the needs of OAS member states in matters of sustainable development and environment supporting the formulation, design and execution of policies and technical cooperation projects, to help translate the goals of sustainable development and environmental protection into concrete action, and that a key objective of this work involves natural hazard risk management as an essential component for development;

That the OAS-DSD has a longstanding history, supporting member states of the OAS in assessing their vulnerability to natural hazards and mitigating the effects of disasters, through different activities and resources that include technical assistance, training and technology transfer through intervention in development planning, project and policy formulation;

That OAS member states have recognized in numerous occasions the vulnerability to natural hazards faced at the community level in the hemisphere, and through the OAS, in General Assembly Resolution AG/RES 2184 (XXXVI-O/06) have called for collaboration between the OAS-DSD and other international organizations in natural disasters risk management in order to build capacity and promote sustainable development;

That in response to the mandates of OAS member states to the GS/OAS, including those in resolution AG/RES 2184 (XXXVI-O/06), the OAS-DSD has recently established the Inter-American Network for Disaster Mitigation (hereinafter "INDM") to support good governance-related activities in reducing the risk posed by natural hazards, by supporting on-going cooperation and collaboration among member states, multilateral and regional organizations in risk-reduction programs, projects and strategies in the hemisphere, including the development of the Regional Platform of the Hyogo Framework for Action;

That the Inter-American Committee on Natural Disaster Reduction (hereinafter "IACNDR") is an entity of the Organization of American States established by the General Assembly through resolution AG/RES. 1682 (XXIX-O/99), and is to act as the principal forum of the Inter-American System for analyzing issues related to natural and other disasters, including prevention and mitigation of their effects, in coordination with the governments of member states; competent national, regional, and international organizations; and non governmental organizations;

That the Inter-American Strategic Plan for Policy on Vulnerability Reduction, risk Management and Disaster response (hereinafter "IASP") provides for a coordinating instrument within the Inter-American and the UN systems to support the implementation of the Hyogo Framework for Action in the Americas, through the Regional and National Platforms;

That the Inter-American Program for Sustainable Development (2006-2009) takes into account, in particular in the areas related to systematic risk management, including risk identification, risk reduction, and risk transfer, the commitments assumed in the Hyogo Declaration and Hyogo Framework for Action, adopted at the World Conference on Disaster Reduction, held in Kobe, Japan, in January, 2005; and

That the International Strategy for Disaster Reduction (hereinafter "ISDR") was established by UN General Assembly Resolution, A/RES/54/219, on 22 December 1999, as successor to the International Decade for Natural Disaster Reduction and consisting in a multi-disciplinary and multi-stakeholder platform, to enable societies to increase their resilience to natural, technological and environmental disasters and to reduce associated environmental, human, economic and social losses;

That in adopting the ISDR, the United Nations General Assembly hereinafter "UNGASS") also endorsed the establishment of an institutional framework for its implementation consisting of an inter-agency task force and an inter-agency secretariat ("UN/ISDR") for disaster reduction. UN/ISDR fulfils the functions of advocacy, inter-agency coordination and policy integration, as well as information clearing house on disaster risk reduction, in particular at global and regional level;

That the UNGASS, in referring to the foundation documents and plans of action of UN/ISDR, has emphasized the multi-sectoral, interdisciplinary and cross-cutting nature of natural disaster reduction, and stressed that continued interaction, cooperation and partnerships among institutions concerned are considered essential to achieve jointly agreed objectives and priorities;

That the *Hyogo Framework for Action 2005-2015: Building Resilience to Disasters of Nations and Communities* was adopted by 168 Governments at the World Conference for Disaster Reduction in Kobe (Japan) in January 2005 to achieve a “substantial reduction of disaster losses, in lives and in the social, economic and environmental assets”;

That in the capacity as chairperson of the ISDR, the United Nations Under-Secretary-General for Humanitarian Affairs (hereinafter “UN USG”) launched in 2006, a consultative process to consider practical ways to strengthen the ISDR system and better support Governments to meet their commitment to implement the Hyogo Framework for Action. These broad consultations identified a set of proposals, one of which was to convene a multi-stakeholder Global Platform for Disaster Risk Reduction (hereinafter “GP/DRR”);

That the GPDRR is being convened by the UN USG for Humanitarian Affairs, on the basis of a General Assembly mandate that calls for the adoption by Governments of the Hyogo Framework for Action and that the convening of such a platform as a successor mechanism to the Inter-Agency Task Force, with the same mandate;

That the IACNDR, as a member of the former Inter-Agency Task Force (hereinafter “IATF”) of the ISDR, has been invited to participate as full member of the first session of the GP/DRR; and

That the GS/OAS is the central and permanent organ of the Organization of American States 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);

HAVE AGREED to enter into this Agreement.

ARTICLE I PURPOSE

1.1. The purpose of this Agreement is to establish a framework for cooperation mechanisms between the Parties for advancing the implementation of the Hyogo Framework for Action in the Americas and the IASP, and seeking to optimize the use of resources throughout the region, including human and financial resources of government agencies responsible for prevention, mitigation and response to disasters triggered by natural hazards,

ARTICLE II ASSISTANCE, EXCHANGE OF INFORMATION AND ATTENDANCE AT MEETINGS

2.1. UN/ISDR shall:

a. As required, provide advice to the GS/OAS on matters material to this Agreement and, based upon information provided by GS/OAS, distribute information on relevant objectives and activities of the OAS with the different institutions with which it has relationships;

b. Provide to the GS/OAS, publications on matters having relation to joint programs, projects and activities;

c. At the request of the GS/OAS, propose draft texts of model laws, legislative guides, best practices documents, guidance notes and other uniform documents for GS/OAS to consider for possible submission to the pertinent organs of the OAS for adoption;

d. Present to the GS/OAS before January 31 of each calendar year a report containing a description of the activities carried out in the previous year pursuant to the present Agreement and an updated list of UN/ISDR authorities and other affiliated entities in each of the OAS member states; and

e. Consider the written observations and comments of the GS/OAS on the matters referred to in this Article.

2.2. GS/OAS shall:

a. Make available such OAS documentation and publications as are requested by UN/ISDR to the extent that confidentiality restrictions permit and the financial resources of the Organization allow;

b. In accordance with the norms of the respective organs of the OAS and at the request of UN/ISDR, invite its representatives to the public meetings of those organs when matters of interest to them will be discussed;

c. As requested by UN/ISDR, collaborate on matters relative to training in the member states of the OAS in the areas covered by this Agreement, in accordance with the programs approved by the General Assembly to the extent that there are financial resources available;

d. Consider the written observations and comments of UN/ISDR on the matters referred to in this article.

ARTICLE III SPECIAL COOPERATION RELATIONS

3.1. The Parties shall give consideration to developing special cooperation relations in areas of common interest through supplementary agreements, memoranda of understanding or an exchange of letters in accordance with Article 4.3 of this Agreement which shall take into account:

a. The development of joint research projects;

b. The development of Information and Communication Technologies (ICT) for the sharing and exchange of information and knowledge, including lessons learned and best practices, related to natural hazard risk management. To that end, UN/ISDR and GS/OAS will seek to develop joint activities and projects towards strengthening the Regional Center of Information on Disasters (CRID), which in turn will support all INDM efforts;

c. The development and joint execution of pilot projects to test practices and strategies, as to develop replicable experiences and provide practical experiences for public policy formulation;

d. The exchange of bibliographic materials and access to databases and general information. To that end, UN/ISDR and GS/OAS will seek to identify and collaborate in the organization and presentation of regional forums, as well as in the drafting of policy and technical papers;

e. The exchange of documents and specific information in relation to work programs that are of interest to each of the Parties;

f. The exchange of professional personnel to strengthen study and research programs; and

g. Joint meetings to address matters of common interest. Particular consideration will be given to co-convening meetings related to the strengthening of the INDM and further development of a regional platform, within the context of the regional consultative processes in preparation for the GP/DRR meetings.

3.2. Any supplementary agreements, memoranda of understanding or letters of agreement entered into pursuant to Article 4.3 below shall be governed by the terms of this Agreement, unless the Parties expressly provide otherwise in those instruments.

ARTICLE IV IDENTIFICATION AND IMPLEMENTATION OF PROGRAMS, PROJECTS, AND/OR JOINT ACTIVITIES

4.1. Within two months after the signing of this Agreement, and thereafter before the 31st day of January of each year, each Party shall present to the other a written document containing its work program for the current calendar year in relation to the subject matter of this Agreement.

4.2. The work programs referred to in Article 4.1 shall contain proposals for the joint implementation of programs, projects and/or activities of common interest, in accordance with Article 4.3.

4.3. Once the Parties have determined what programs, projects and/or activities are to be implemented and the corresponding authorizations and funds have been obtained, the Parties shall conclude a supplementary agreement, memorandum of understanding or exchange of letters containing the applicable conditions for each program, project and/or activity. Each such supplementary agreement, memorandum of understanding or exchange of letters shall be signed by the duly authorized representatives of the parties and should specify in detail, the following:

- a. The agreed-upon program, project and/or activity;
- b. The objectives sought;
- c. The dependencies of each of the Parties that will execute the program, project and/or activity;
- d. The work plan: stages, planning and chronology of development;
- e. The budget and the human and material resources required by the program, project and/or activity, specifying the financial responsibilities and contributions of each Party (indicating the nature and the amount), the schedule of the contributions and, as required, the property of the material resources that are acquired;
- f. A provision relating to the coordination, notification and follow-up of the program, project and/or activity; and
- g. A provision acknowledging this Agreement as the programmatic and juridical framework for the program, project or activity.

ARTICLE V FINANCIAL PROVISIONS

5.1. Without prejudice to what the Parties may provide in the supplementary agreements, memoranda of understanding and/or exchange of letters entered into pursuant to this Agreement for the joint implementation of programs, projects and/or activities, this Agreement in and of itself does not create obligations of a financial nature for either of the Parties.

ARTICLE VI COORDINATION AND NOTICE

6.1. Within the GS/OAS, the dependency responsible for coordinating GS/OAS activities under this Agreement is Department of Sustainable Development and the Coordinator is Mr. Pablo Gonzalez, Chief, Natural Hazard Risk Reduction. Notifications and communications should be directed to the Coordinator at the following street address, fax and electronic mail:

General Secretariat of the OAS
Pablo Gonzalez,
Chief, Natural Hazard Risk Reduction
1889 F Street, N.W. suite 711
Washington, D.C. 20006
United States of America
Tel: (1-202) 458-3274
Fax: (1-202) 458-3560
Electronic Mail: pgonzalez@oas.org

6.2. The dependency responsible within UN-ISDR for coordinating the activities under this Agreement is Regional Unit for the Americas, and the Coordinator is Mr. Dave Zervaas. Notifications and communications should be directed to the Coordinator at the following street address, fax and electronic mail:

UN/ISDR Americas
Dave Paul Zervaas
Regional Coordinator
Casa 843 A and B, Avenida Arnaldo Cano Arosemena,
Campus of Ciudad del Saber, Corregimiento de Ancón Panamá,
PO BOX 0843-03441, Panama City, Panama
Tel: +507-317-1124
Fax: +507-317-0600
Electronic Mail: dzervaas@eird.org

6.3. All communications and notifications under this Agreement will be validly made only when they are sent by mail, facsimile, or electronic mail addressed to the Coordinators whose names are set out in Articles 6.1 and 6.2, above. When the communications and notifications are transmitted by electronic mail, they shall be valid when they are sent directly from the electronic address of the Coordinator of one of the Parties to the electronic address of the Coordinator of the other.

6.4. Either Party may change the responsible dependency, the designated Coordinator, the address, telephone, fax or electronic mail indicated by notifying the other Party in writing.

ARTICLE VII PRIVILEGES AND IMMUNITIES

7.1. The Parties mutually recognize the privileges and immunities they enjoy by virtue of the relevant agreements and laws on the subject and general principles of international law.

7.2. No provision of this Agreement constitutes an express or implied waiver of the privileges and immunities of either Party under the laws of the United States of America, of any other OAS Member State, or international law.

ARTICLE VIII DISPUTE RESOLUTION

1. 8.1. Any dispute or complaint that may arise in conjunction with the application or interpretation of this Agreement, or supplementary agreements, memoranda of understanding or exchange of letters pursuant to Article 4.3, 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 Arbitration Rules of the United Nations Commission on International Trade Law ("UNCITRAL") currently in effect. The place of arbitration shall be Washington D.C, United States of America (hereinafter "U.S.A.") The language in the proceedings shall be English unless the Parties agree otherwise. The three arbitrators or, as the case may be, the one arbitrator, shall decide the dispute as *amiable compositeur* or *ex aequo et bono*, and the decision shall be final, binding and not subject to appeal.

8.2 The law applicable to the arbitration proceedings and to this Agreement shall be the law of the District of Columbia, USA.

ARTICLE IX GENERAL PROVISIONS

9.1. The Parties agree to observe the highest ethical standards and administrative transparency in all actions and activities related to this Agreement. In addition, the GS/OAS and UN/ISDR, to the extent applicable and without prejudice to their respective privileges and immunities referred to in Article VII, agree to comply with the provisions of the Inter-American Convention Against Corruption and in the applicable norms of the country in which the programs, project and/or activities are executed in accordance with Article 4.3. Failure to comply with this provision shall constitute grounds for anticipatory termination of this Agreement, pursuant to Article 9.4.

9.2 Modifications to this Agreement may 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 Agreement and shall form part of it.

9.3. This Agreement shall enter into force upon signature by the duly authorized representatives of the Parties and shall remain in force in accordance with article 9.4.

9.4 This Agreement may be terminated by mutual consent or by either of the Parties by written notice from one to the other with not less than thirty days notice. Notwithstanding the termination of this Agreement, the supplementary agreements, memoranda of understanding and letters referred to in Article 4.3 that the Parties have signed and that have been duly financed shall be continued to completion unless the Parties mutually decide otherwise.

9.5. Articles VII and VIII shall survive the expiry or the termination of this Agreement.

IN WITNESS WHEREOF, the undersigned, being duly authorized, have signed this Agreement in duplicate on the date and at the place indicated below:

FOR UN/ISDR:

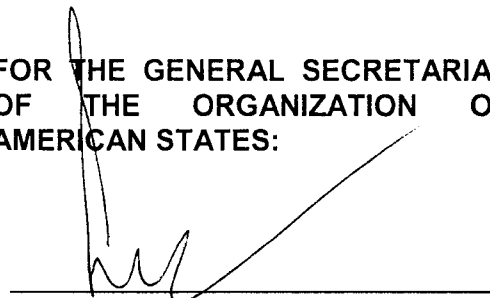


Director SALVADOR BRIZUELA

Place: GUINEERA

Date: 06 June 2007

FOR THE GENERAL SECRETARIAT
OF THE ORGANIZATION OF
AMERICAN STATES:



Secretary General

Place: WASHINGTON, DC

Date: JUNE 1, 2007