

Acuerdos Bilaterales

Clasificación: 01-2001

Fecha de Ingreso: 11 de enero de 2001

Nombre de Acuerdo: Memorandum of Understanding Number One between the General Secretariat of the Organization of American States and the United States Library of Congress

Materia: Cooperación

Partes: GS/OAS & United States Library of Congress

Referencia: United States Library of Congress

Fecha de Firma: 21 de diciembre de 2000

Fecha de Inicio: 21 de diciembre de 2000

Fecha de Terminación: Indefinido

Lugar de Firma: Washington, D.C.

Unidad Encargada:

Persona Encargada:

Original:

Claves:

Cierre del proceso:



MEMORANDUM OF UNDERSTANDING NUMBER ONE

Between

**THE GENERAL SECRETARIAT OF THE ORGANIZATION
OF AMERICAN STATES,**

And The

UNITED STATES LIBRARY OF CONGRESS

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Regarding the Global Legal Information Network ("GLIN")

The Parties to this Memorandum of Understanding ("MOU"), the General Secretariat of the Organization of American States ("GS/OAS") and the United States Library of Congress ("LOC");

Considering, that GS/OAS, through its Department of Legal Cooperation and Information ("DLCI"), has developed an Inter-American System of Legal Information that is available on the DLCI's Internet web site as part of the GS/OAS' general Internet web site.

Considering that the Global Legal Information Network ("GLIN") consists of members from various countries; that it is a noncommercial network operated by the LOC; that it was established to enable the exchange of full texts of primary and related legal materials via the Internet; that it is currently managed by the LOC; and that its Director General is the LOC's Law Librarian.

Taking into account that the purpose of the GLIN is to use electronic means to disseminate primary and secondary legal sources.

Taking into account that the creation, implementation, and maintenance of a global legal information network will serve as an invaluable research tool and will promote greater understanding.

Recognizing the significant effort that both the GS/OAS and the LOC have made in promoting the dissemination of legal information.

Recognizing that the GS/OAS is interested in becoming a member of GLIN and that the LOC welcomes the GS/OAS as a GLIN member.

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 non-government organizations,



government entities, and other institutions to facilitate cooperation in areas of common interest.

Have agreed to the following terms:

ARTICLE I: Purpose, Objectives and Scope

1.1 The purpose of this MOU is to establish the terms and conditions of the membership of the GS/OAS in the GLIN.

1.2. The purposes of this MOU are to:

1.2.1 Integrate the information currently available on GS/OAS' Inter-American System of Legal Information web site into the GLIN.

1.2.2 Integrate other documents available on the DLCI's web site into the GLIN.

1.2.3. Formalize the participation of the GS/OAS, through its DLCI, as a full member in GLIN with all duties, rights, benefits and obligations inherent in such membership.

1.3. The scope of this MOU is to set out the terms and conditions under which GS/OAS will become a full member of GLIN.

ARTICLE II: Specific Obligations of the LOC through the GLIN

2.1 The GLIN will provide a specialized location within the GLIN information system specifically for OAS documents.

2.2 All documents provided by the GS/OAS to the LOC for inclusion in the LOC's GLIN will, when placed on the GLIN, indicate the "General Secretariat of the Organization of American States" as the source of those documents.

2.3 The LOC will provide GS/OAS staff members with GLIN access passwords and training to facilitate GS/OAS use of and contributions to the GLIN.



ARTICLE III: Specific Obligations of GS/OAS

3.1 To the extent provided under its Program, Budget, and subject to availability without prejudicing GS/OAS's operations, GS/OAS will, through DLCI, cooperate with the LOC and the GLIN in matters related to this MOU including the following:

a. GS/OAS will provide legal information that will include, but not be limited to, treaties, resolutions, legal studies, and other documents for inclusion in the GLIN.

b. GS/OAS will provide this information in the appropriate format and according to established GLIN procedures. In those instances where the GS/OAS is unable to meet a technical specification, the parties shall agree to an alternative method of document delivery.

c. GS/OAS will work with the other members of the GLIN to promote the continued growth and development of the network.

3.2. GS/OAS, through DLCI, will certify the authenticity of the documents that are presented by DLCI for inclusion in the GLIN.

3.3. The GS/OAS hereby grants to the Library of Congress for the duration of this MOU a limited and non-exclusive license to publish and use in accordance with this MOU all GS/OAS' intellectual property rights in the Inter-American Treaties and in the OAS resolutions provided to the Library of Congress under this MOU.

ARTICLE IV: Project Coordination

4.1 Each Party shall appoint a Project Coordinator who will work with the Project Coordinator of the other Party in assuring the successful implementation of this MOU. The Project Coordinators shall communicate regularly on Project developments and shall meet as they mutually deem necessary either in Washington, D.C., or in other mutually agreed sites for that purpose and to carry out other Project functions.

4.2 The Project Coordinator for GS/OAS shall be Jorge García González, Director of the Department of Legal Cooperation and Information, Secretariat for Legal Affairs of the GS/OAS, 19th Street and Constitution Ave, NW, ADM 226, Washington, D.C. 20001, telephone (202) 458-3040, fax (202) 458-3598.

4.3 The Project Coordinator for the LOC shall be Dr. Rubens Medina, Law Librarian of Congress and Director General of GLIN, Law Library of

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Congress, Washington, D.C. 20540-3000, telephone (202) 707-5065, fax (202) 707-1820.

4.4 Either party may notify the other of a change in the Project Coordinator by written notice.

ARTICLE V: General Terms and Conditions

5.1 Nothing expressly stated or implied in this MOU is to operate as a waiver of the privileges and immunities of the OAS, the GS/OAS, or the personnel of any of them under the laws of the United States or under international law.

5.2 The Parties may amend this MOU by a statement signed by their duly authorized Representatives, dated, and attached hereto.

5.3 This MOU shall be in force for an indefinite period from the date upon which it is signed by both Parties.

5.4 Any Party may terminate this MOU at any time by giving the other Party 30 days prior written notice.

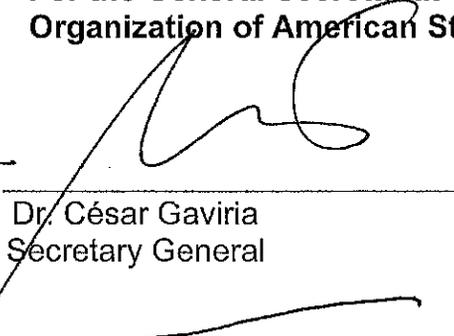
5.5 The parties shall attempt to resolve through amicable discussions any dispute regarding the interpretation or performance of this MOU.

SIGNED by the duly authorized representatives of the Parties on this 21 day of December 2000, in duplicate originals, in Washington, D.C.

**For the United States Library
of Congress**

**For the General Secretariat of the
Organization of American States**


for ~~Dr. James H. Billington~~ *James Medina*
Law Librarian of Congress


Dr. César Gaviria
Secretary General