

ACUERDOS BILATERALES

Clasificación: 129-2009

Fecha de Ingreso: 16 de diciembre de 2009

Nombre del Acuerdo: Cooperation Agreement between The Organization of American States and The International Organization for Migration (IOM)

Materia:

Partes: GS/OAS & International Organization for Migration (IOM)

Referencia: IOM

Fecha de Firma: 14 de octubre de 2009

Fecha de Inicio:
Fecha de Terminación:

Lugar de Firma: Washington DC
Unidad Encargada: Department of International Affairs

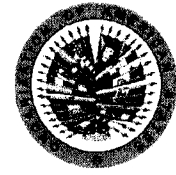
Persona Encargada: Irene Klinger

Original:

Claves:

Cierre del proceso:

Notas adicionales:



Organization of
American States

COOPERATION AGREEMENT

BETWEEN

THE ORGANIZATION OF AMERICAN STATES (OAS)

AND

THE INTERNATIONAL ORGANIZATION FOR MIGRATION (IOM)

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; and the **International Organization for Migration** (hereinafter "IOM"), an intergovernmental organization, with headquarters at 17, Route des Morillons CH-1211 Geneva 19, Switzerland, represented by its Director General, Mr. William Lacy Swing:

TAKING NOTE that IOM, committed to the principle that humane and orderly migration benefits migrants and society, acts to: assist in meeting the operational challenges of migration; advance understanding of migration issues; encourage social and economic development through migration; and work towards effective respect of the human rights and well-being of migrants;

CONSCIOUS that the primary objectives of the OAS Inter-American Program for the Promotion and Protection of the Human Rights of Migrants, Including Migrant Workers and their Families, and of the Permanent Council's Special Committee on Migration Issues (CEAM) are the promotion and the protection of migrants' human rights;

AWARE that both Organizations are members of the Summit of the Americas (SOAs) Joint Summit Working Group which brings together Inter-American and international organizations to follow up on SOA mandates, including coordinating efforts to support governments during the implementation and follow-up of the specific mandates regarding migration issues through cooperative actions, design of indicators and programme funding; and

RECOGNIZING that the GS/OAS is the central and permanent organ of the Organization of American States ("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);

HAVE AGREED AS FOLLOWS:

ARTICLE I

GENERAL PRINCIPLES OF COOPERATION

1. The GS/OAS and IOM agree to cooperate in activities related to migration in an effort to achieve the maximum benefits for their Member States and their populations when common interest so dictates.
2. Each Organization shall endeavour, in so far as possible and in compliance with its constituent instruments and decisions of its competent bodies, to establish the necessary mechanisms for cooperation in accordance with procedures to be mutually agreed upon.

ARTICLE II

AREAS OF COOPERATION

Without prejudice to cooperation in additional areas, and subject to the availability of resources, the Parties agree to consider the following areas for mutual cooperation:

1. International Migration Law
2. Labour Migration
3. Combat Human Trafficking
4. Human Rights of Migrants
5. Democracy Strengthening
6. Education for Migrant Youth and Children

ARTICLE III

ACTIVITIES OF COOPERATION

1. The GS/OAS and IOM, in full observance of their standards, regulations, policies and internal procedures, agree to collaborate in initiatives that foster the advancement of their respective objectives and goals. These activities may include, but will not be limited to, conducting courses, studies, dispatching experts, technical visits, seminars,

2. In the event that the development of the activities that fall under this Agreement involves the need for funding, the parties must expressly define the contributions to be made by each party by written agreement. In any case, the funds will be executed subject to the regulations and financial rules of both Organizations as appropriate. When deemed necessary or desirable for the effective use of resources, the written agreement may set up a working group or monitoring committee.

ARTICLE VI

LIAISON AND COORDINATION

The implementation of this Agreement will be supervised by the Secretariat for External Relations, Department of International Affairs of the GS/OAS and the External Relations Department of IOM. Their responsibilities will include, among others, information exchange and general coordination of activities and annual consultations within the framework of this Agreement. Specific actions agreed to under supplementary agreements may have operational liaisons that will specifically monitor the activities.

ARTICLE VII

INTELLECTUAL PROPERTY RIGHTS

Intellectual property rights and particularly the copyright of materials provided by each Party for the conduct of cooperative activities, as defined in this Agreement, shall belong to the party that provided them. In the case of realization of joint intellectual property rights, these will be defined case by case in the corresponding supplementary agreement.

ARTICLE VIII

PRIVILEGES AND IMMUNITIES

Nothing in this Agreement and all documents relating thereto shall imply a waiver, express or implied, of privileges and immunities of the International Organization for

symposia, international *colloquia*, setting up commissions, committees or other technical or advisory bodies.

2. The Parties agree to consider the following activities under this Cooperation Agreement:

- (a) Conduction of workshops and activities on labour migration, counter-trafficking and migrants' human rights and democracy strengthening.
- (b) Preparation of research and projects of cooperation and information exchange on issues of common interest for both Organizations.
- (c) Follow up on migration-related resolutions of the SOAs.
- (d) Organizing inter-institutional coordination meetings.
- (e) Attending each other's meetings subject to and in accordance with the rules governing the pertinent meeting.
- (f) Exchanging information and documentation to facilitate work on matters of mutual interest pursuant to the policies and internal rules of each party.

ARTICLE IV

JOINT ACTION

GS/OAS and IOM may, through special arrangements, decide to act jointly in the implementation of projects that are of common interest. Supplementary agreements shall define the modalities for the participation of each Organization in such projects and shall determine the expenses payable by each of them.

ARTICLE V

FINANCIAL IMPLICATIONS

1. Both parties hereby acknowledge that the execution of this Agreement does not imply any obligations, reciprocal or otherwise, to fund programmes or in any way make financial contributions to any organization or project.

Migration (IOM) and the Organization of American States (OAS), their organs, staff and property, wherever located.

ARTICLE IX

IMPLEMENTATION OF THE AGREEMENT

The General Secretariat of the Organization of American States (GS/OAS) and the Administration of IOM shall consult each other regularly, as a rule on a yearly basis on matters relating to this Agreement.

ARTICLE X

SETTLEMENT OF DISPUTES

Any dispute, controversy or claim arising out of or in connection with the application or interpretation of this Agreement, shall be resolved through direct negotiation between the parties. If there is no satisfactory solution for both parties, they shall submit their differences to the arbitration proceedings in accordance to the Arbitration Rules of the United Nations Commission on International Trade Law (UNCITRAL) as present in force. Three arbitrators or, if appropriate, a single arbitrator may resolve the dispute as *amiable compositeur* or *ex aequo et bono*. The arbitral sentence shall be final and binding.

ARTICLE XI

ENTRY INTO FORCE, AMENDMENTS AND DURATION

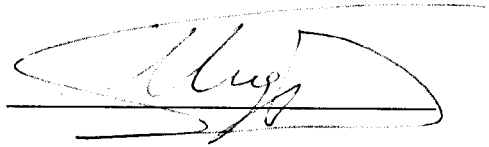
1. This Agreement shall enter into force on the date of its signature by the duly authorized representatives of the two Organizations. Upon its entry into force, both Organizations will publicize it among the international community as well as among their own field and headquarters personnel.
2. This Agreement may be amended by mutual consent of the parties. The proposed amendment should be made in writing to the other party and shall enter into force upon its acceptance in writing by the two parties. As a record of the

modifications, the amendment instruments shall be annexed to this agreement and will become part of it.

3. Either of the parties may terminate without cause this Agreement by giving three months' written notice to the other party. Should this be the case, ongoing activities or those committed to with third parties will be binding upon the parties until they are completed.

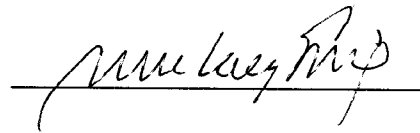
IN WITNESS WHEREOF, the undersigned representatives of the General Secretariat of the Organization of American States and of the International Organization for Migration have signed the present Agreement on the 14th day of October of 2009 in Washington, D.C.

General Secretariat of the Organization of
American States

A handwritten signature in black ink, appearing to read 'J. Insulza', written over a horizontal line.

José Miguel Insulza
Secretary General

International Organization
for Migration

A handwritten signature in black ink, appearing to read 'W. Lacy Swing', written over a horizontal line.

William Lacy Swing
Director General