

## Acuerdos Bilaterales

Clasificación: 20-2006

Fecha de Ingreso: 26 de abril de 2006

Nombre de Acuerdo: General Cooperation Agreement between the Inter-American Institute for Cooperation on Agriculture and the General Secretariat of the Organization of American States

Materia:

Partes: SG/OEA & Inter-American Institute for Cooperation on Agriculture

Referencia: IICA

Fecha de Firma: 29 de marzo de 2006

Fecha de Inicio:

Fecha de Terminación:

Lugar de Firma:

Unidad Encargada:

Persona Encargada:

Original:

Claves:

Cierre del proceso:



GENERAL COOPERATION AGREEMENT  
BETWEEN  
THE INTER-AMERICAN INSTITUTE FOR COOPERATION ON  
AGRICULTURE  
AND  
THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN  
STATES

**GENERAL COOPERATION AGREEMENT  
BETWEEN  
THE INTER-AMERICAN INSTITUTE FOR COOPERATION ON  
AGRICULTURE  
AND  
THE GENERAL SECRETARIAT OF THE ORGANIZATION OF  
AMERICAN STATES**

**THE PARTIES**, the Inter-American Institute for Cooperation on Agriculture ("IICA"), a public international organization with headquarters in Coronado, Department of San José, Costa Rica and Offices in Washington, D.C., and the General Secretariat of the Organization of American States ("GS/OAS"), a public international organization with headquarters in Washington, D.C.,

**CONSIDERING:**

That IICA is the Specialized Organization for agriculture within the Organization of American States ("OAS"), with a history of more than sixty years' of institutional vitality and accomplishments within the Inter-American System, and its current mission is to assist its Member States in the search for hemispheric progress and prosperity through the modernization of the rural sector, through the promotion of food security, and through the development of a competitive agricultural sector which is technologically prepared, which is administered with due regard for the environment, and which is socially just for all the people of the Americas;

That relations between IICA and GS/OAS are governed by Article 128 of the OAS Charter, the IICA Convention, OAS General Assembly Resolution AG/RES. 87 (II-0/72), and the April 16, 1974 Agreement between the OAS and IICA, and a large number of specialized agreements involving the participation of both organizations in projects of mutual interest;

That both IICA and the OAS are Institutional Partners within the Summits of the Americas process, and through joint and complementary efforts, both organizations can contribute to the effective agricultural and rural development of the Member States;

That by Resolution AG/RES. 1728 (XXX-O/00), the OAS General Assembly instructed IICA "to develop and strengthen measures for cooperation and exchange with other organs, agencies and entities of the inter-American system for proposing, coordinating, and executing policies and programs relating to the improvement of

agriculture and rural life in the context of the inter-American system and the Summits of the America process;"

**AGREE:**

**ARTICLE I**

**PURPOSE**

1.1 The purpose of this Agreement is) to develop and strengthen cooperative measures within the Inter-American system for the improvement of agriculture and rural life in the context of the Summit of the Americas process, in accordance with the General Assembly's mandate under AG/RES. 1728 (XXX-O/00 and within the framework of the Agreement between the OAS and IICA of April 16, 1974.

**ARTICLE II**

**AREAS OF COOPERATION**

2.1 The Parties, in furtherance of the purpose of this Agreement, shall work jointly on the following specific areas:

- a. Continued collaboration in the Summits of the Americas process;
- b. Cooperation in the areas of trade, sustainable rural development, agro-tourism linkages, technology (including connectivity), entrepreneurial training for youth, and horizontal cooperation; and
- c. Support for initiatives in Haiti in the context of programs in agriculture and support for rural communities.

2.2 The Parties shall maintain a complete and open exchange of information concerning questions of common interest to them, and shall confer regularly for the purpose of coordinating their efforts to achieve their objectives regarding the specific areas of cooperation stated in section 1.1, above.

2.3 Cooperation between the Parties pursuant to this Agreement shall involve the development and execution of joint projects in the specific areas of cooperation stated in section 2.1, above.

**ARTICLE III**  
**SPECIFIC PROJECT AGREEMENTS**

3.1 For each joint project, the Parties shall enter into a specific cooperation agreement that specifies in detail:

- a. The nature of the project;
- b. The objectives sought and work product to be completed;
- c. The dependencies of each of the Parties charged with execution of the project;
- d. The work plan, which includes a chronogram identifying progress milestones and dates for completion of the final work product and interim work product;
- e. The budget, including the cost of technical supervision, administrative support in the case of GS/OAS ,and "indirect costs," in the case of IICA, together with identification of the human and material resources required by the project, 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. Provisions for project coordination, notification, and evaluation;
- g. A provision recognizing this Agreement as the framework governing the Project;
- h. Such other provisions regarding termination, dispute resolution, and the responsibilities of the Parties as considered desirable.

3.2 The specific cooperation agreement may be in the form of a document entitled "agreement," a memorandum of understanding, or an exchange of letters or of notes between the Parties.

**ARTICLE IV**  
**COORDINATION MECHANISM AND REPRESENTATIVES**

4.1 The Parties shall coordinate their efforts under this Agreement through a Coordinating Committee.

4.2 Each party shall have a representative on the Coordination Committee. Within fifteen days of the signing of this Agreement, IICA, by way of its Director General

and GS/OAS, by way of the OAS Assistant Secretary General, shall notify each other in writing of their respective representatives. Each Party may change its Representative by giving advanced written notice to the other.

4.3 Each year, preferably within the first trimester, the Committee will hold a regular meeting for the purpose of evaluating the status of joint activities between the Parties, to evaluate proposals for additional joint activities, and to discuss other issues relating to joint cooperation and the implementation of this Agreement. The meetings may take place by telephone or teleconferencing, or other appropriate electronic media. The Committee shall report to the OAS Assistant Secretary General and IICA's Director General on the results of those meetings.

4.4 The Representatives, primarily through telephone and other appropriate electronic media, shall maintain an open dialogue with each other for the purpose of resolving issues relating to this Agreement.

4.5 Nothing in this Article shall prejudice the ability of the Parties to appoint other representatives under the special project agreements to serve as the coordinators and points of contact for the projects covered by those agreements.

## **ARTICLE V DISPUTE RESOLUTION**

5.1 Inasmuch as the Parties are both organs of the OAS with a long history of cooperative relations, they shall seek to resolve any dispute arising between them under this Agreement through amicable discussions.

5.2 Nothing in this Agreement constitutes a waiver, express or implied, of the privileges and immunities of the Parties.

## **ARTICLE VI NOTIFICATIONS**

6.1 All formal and communications and notifications under this Agreement are legally valid only when sent by mail or facsimile directly from the designated Representative of one Party to the designated Representative of the other. The designated representatives are the members of the Coordinating Committee established under Article III of this Agreement.

6.2 "Mail," for purposes of this Article includes E-mail. Legally valid

communications and notifications by E-mail shall be those sent directly from the E-mail address of one designated Representative to the E-mail address of the other.

## **ARTICLE VII RECOGNITION**

7.1 In its reports, speeches, public relations materials, and other publications, each Party shall give due recognition to the other for the other's contributions to the projects and other activities completed under this Agreement.

## **ARTICLE VIII GENERAL PROVISIONS**

8.1 The Parties may modify this Agreement by a writing signed by the duly authorized representatives of both of them. All such writings shall be clearly identified as amendments, shall be dated, and shall be numbered in accordance with the chronological order in which they are signed.

8.2 This Agreement shall enter into force on the day it is signed by both Parties and shall remain in force for four years from that date. The Parties may renew this Agreement for successive equal terms thereafter, subject to a joint analysis completed three months prior to the expiration of each term and resulting in a recommendation for renewal. The renewal shall be by way of an addendum which identifies the reasons for renewal as set forth in the analysis and which is signed and dated by the duly authorized representatives of the Parties

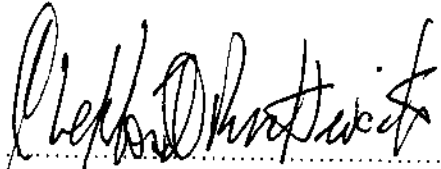
8.3 Either Party may terminate this Agreement with sixty day's advanced written notice to the other. The termination shall not necessarily result in the termination of the special projects undertaken hereto.

8.4 The Parties agree to observe the highest ethical standards and administrative transparency in all actions and activities related to this Agreement. In addition, the Parties, without prejudice to their privileges and immunities, shall comply with the provisions of the Inter-American Convention Against Corruption and the applicable norms of the Member States in which the projects under this Agreement are implemented.

8.5 Article V shall survive the termination of this Agreement.

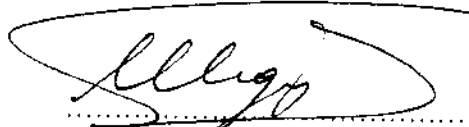
**SIGNED** by the duly authorized representatives of the Parties in duplicate originals in Washington, D.C., on this 29<sup>th</sup> day of March, 2006.

INTER-AMERICAN INSTITUTE  
FOR  
COOPERATION ON AGRICULTURE



.....  
Name: Chelston W.D. Brathwaite  
Title: Director General

GENERAL SECRETARIAT  
OF THE  
ORGANIZATION OF AMERICAN STATES



.....  
Name: José Miguel Insulza  
Title: Secretary General