

## Acuerdos Bilaterales

Clasificación: 21-2005

Fecha de Ingreso: 21 de marzo de 2005

Nombre de Acuerdo: Acuerdo entre el Gobierno de la República Popular China y la Secretaría General de la Organización de los Estados Americanos referente al Fondo de Cooperación China-OEA

Materia: Relaciones específicas de cooperación

Partes: SG/OEA & República Popular China

Referencia: República Popular China

Fecha de Firma: 23 de febrero de 2005

Fecha de Inicio:

Fecha de Terminación: Cuando se agoten los recursos del Fondo

Lugar de Firma: Washington, D.C.

Unidad Encargada:

Persona Encargada: Magdalena Talamás

Original:

Claves:

Cierre del proceso:

**AGREEMENT**  
**Between**  
**THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF CHINA**  
**And**  
**THE GENERAL SECRETARIAT OF THE**  
**ORGANIZATION OF AMERICAN STATES**  
**For**  
**THE CHINA-OAS COOPERATION FUND**

THE PARTIES, The Government of the People's Republic of China ("CHINA"), through its Office of the Permanent Observer to the Organization of American States, and the General Secretariat of the Organization of American States ("GS/OAS") (hereinafter also referred to jointly as "both Parties");

DESIRING to strengthen the relations between China and the Organization of American States ("OAS") and promote friendly cooperation between China and OAS member states;

WITH REGARD to launching and utilizing the Cooperation Fund promised by the Chinese Government upon its application for OAS permanent observer status;

AGREED, through friendly consultation, on the following:

**Article I**  
**Establishment of Fund**

1.1 CHINA shall contribute US\$ 1 million within five years to establish the China-OAS Cooperation Fund (hereinafter referred to as "the Fund") with the funding appropriated among the five fiscal years.

1.2 The fiscal year of the Fund shall be the same as the calendar year.

## **Article II**

### **Fund Management**

2.1 At present, the Fund shall be under the temporary management of CHINA. The two Parties may consult each other for a new management mechanism as appropriate.

2.2 The Parties may convene meetings, as appropriate, to discuss matters pertaining to the management and use of the Fund.

2.3 The Fund shall be officially launched on the day of signature of this agreement, and its first fiscal year shall end by the end of the same year in which the Fund is launched.

## **Article III**

### **Purpose of the Fund**

3.1 The Fund shall be used to promote international cooperation projects designed to promote political stability and economic and social development of American states, and friendly exchanges and other projects agreed between China and OAS member states.

## **Article IV**

### **Project Identification, Selection, and Memoranda**

4.1. Either Party may propose projects to be financed by the Fund. Both Parties shall decide on the implementation of proposed projects after consultation with each other.

4.2 To carry out confirmed projects financed by the Fund, both Parties shall jointly work out and sign a Project Memorandum for each specified project to clarify in detail their respective responsibilities and obligations.

## **Article V**

### **Project Application Requirements, Project Approval, And the Project Execution Agreement**

5.1 Projects applying for Fund financing must be complete with a full budget including a breakdown of expenses and a payment schedule.

5.2 Once the Project Application is approved jointly by both Parties, CHINA shall ratify the appropriation in light of the amount of available funds.

5.3 The Executing Agency designated by both Parties to implement the Project shall enter into a Project Execution Agreement, in accordance with the terms of the Project Memoranda referenced above and the terms of the Project Application as approved by both Parties.

5.4 Unless otherwise agreed by both Parties in the corresponding Project Memorandum, the Project Execution Agreement will provide for the full disbursement of the Project funds allotted by CHINA within 30 days before the project starts.

5.5 The Project Execution Agreement shall require the project Executing Agency, to confirm the receipt of the project funds in writing upon receipt of same to the Office of the Permanent Observer to the OAS of the People's Republic of China and to GS/OAS..

5.6 The Project Execution Agreement shall require the Executing Agency to submit, within 60 days after project completion or by the end of the fiscal year in case of an ongoing project, a report on the utilization of the project funds financed by the Fund to the Office of the Permanent Observer to the OAS of the People's Republic of China and to GS/OAS.

5.7 The Project Execution Agreement shall require any unused project funds financed by the Fund to be returned to CHINA within 60 days after project completion.

5.8 The Parties may consult each other and decide on the logo and promotion plans of the projects financed by the Fund.

## **Article VI**

### **Audit**

6.1 The accounts of the Fund shall be audited by the relevant departments from CHINA, and the audit report shall be submitted to both Parties.

6.2 Funds from the Fund transferred or otherwise entrusted to GS/OAS may be audited by GS/OAS in accordance with its general

standards and Budgetary and Financial Rules, and the resulting audit shall be submitted to both Parties.

## **Article VII**

### **Coordination and Notice**

7.1 The entity within the GS/OAS responsible for carrying out and coordinating its obligations under this Agreement is the Department of Communications and External Relations.

7.2 All notices to CHINA in relation to this Agreement should be sent to its Office of the Permanent Observer to the OAS.

7.3 Either Party may change the person and/or entity designated to receive notice hereunder by so notifying the other Party in writing.

## **Article VIII**

### **Dispute Resolution**

8.1. In the event that a dispute arises regarding the application or interpretation of this Agreement, the Parties shall resolve the matter through friendly negotiation.

8.2 Nothing in this Agreement constitutes a waiver, express or implied, of the privileges and immunities of either Party, or of their organs or their personnel under law.

8.3 The obligations under this Article shall survive the termination of this Agreement and the Fund.

## **Article IX**

### **Termination and Modification**

9.1 The Agreement shall automatically terminate when the Fund runs out.

9.2 Either Party, if it desires to amend or terminate this agreement ahead of time, shall give written notice to the other Party at least 60 days

SUSCRITO en dos originales en Washington, D.C., el 23 de febrero de 2005, en los idiomas chino, español e inglés, cada una de las versiones igualmente auténtica. Sin embargo, en caso de diferencias prevalecerá la versión en idioma inglés.



Embajador  
Yang Jiechi  
Observador  
Permanente de la  
República Popular  
China ante la OEA



Embajador  
Luigi R. Einaudi  
Secretario General  
Interino de la  
Organización de los  
Estados Americanos