

Acuerdos Bilaterales

Clasificación: 25-2003

Fecha de Ingreso: 7 de abril de 2003

Nombre de Acuerdo: Memorandum of Understanding complementing the Cooperation Agreement of May 10, 1996

Materia: Relaciones Específicas de Cooperación

Partes: SG/OEA & International Committee of the Red Cross

Referencia: ICRC

Fecha de Firma: 3 de abril de 2003

Fecha de Inicio: 3 de abril de 2003

Fecha de Terminación:

Lugar de Firma: Washington , D.C. Estados Unidos

Unidad Encargada:

Persona Encargada:

Original:

Claves:

Cierre del proceso:



MEMORANDUM OF UNDERSTANDING
COMPLEMENTING THE COOPERATION AGREEMENT OF
MAY 10, 1996 BETWEEN THE GENERAL SECRETARIAT OF THE
ORGANIZATION OF AMERICAN STATES AND THE INTERNATIONAL
COMMITTEE OF THE RED CROSS

MEMORANDUM OF UNDERSTANDING
COMPLEMENTING THE COOPERATION AGREEMENT OF
MAY 10, 1996 BETWEEN THE GENERAL SECRETARIAT OF THE
ORGANIZATION OF AMERICAN STATES AND THE INTERNATIONAL
COMMITTEE OF THE RED CROSS

THE PARTIES TO THIS MEMORANDUM OF UNDERSTANDING ("MOU"): The General Secretariat of the Organization of American States ("GS/OAS"), a public international organization with headquarters located at 1889 F Street NW, Washington, D.C., USA, and the International Committee of the Red Cross ("ICRC"), a private international organization with headquarters located at 19 Avenue de la Paix 1202, Geneva, Switzerland.

RECALLING that the General Assembly as the supreme organ of the OAS, adopted Resolution AG/RES. 1904 (XXXII-0/02) at its thirty-second regular session which was held in Bridgetown, Barbados in 2002,

EXPRESSING THEIR SATISFACTION with the increasing cooperation between the GS/OAS and the ICRC, pursuant to the original Cooperation Agreement of the Parties dated May 10, 1996 (the "1996 Agreement"), and illustrated by common achievements such as the Governmental Experts' Meeting on the *"Implementation of International Humanitarian Law and Related Inter-American Conventions,"* held in March 2001 in San José, Costa Rica, as well as the special session on promotion of and respect for international humanitarian law held by the OAS Political and Juridical Affairs Committee of the OAS Permanent Council on March 6, 2002 (DIH/doc.6/02).

RECALLING the relations of cooperation that the ICRC has built up with other bodies of the Inter-American system, including the Inter-American Institute for Human Rights;

RECOGNIZING that the GS/OAS and the ICRC share a common goal in upholding the fundamental dignity of the human being, and in the interest of enhancing, facilitating, and rendering more efficient the cooperation, exchange of information, and other exchanges between the GS/OAS, the OAS member States, and the ICRC;

HAVE AGREED AS FOLLOWS:

ARTICLE I

Purpose

1.1 The purpose of this MOU is to complement the 1996 Agreement between the GS/OAS and the ICRC in order to facilitate ICRC participation in OAS Meetings involving issues of humanitarian law and other humanitarian subjects of mutual interest, and to promote more effective cooperation between the Parties and with other inter-American institutions in humanitarian law and other issues of mutual interest.

ARTICLE II

Scope of Cooperation

2.1 The GS/OAS and the ICRC will continue to cooperate in matters of common interest to the Americas, in particular in the areas set out in Article I of the 1996 Agreement, such as the development, reaffirmation and implementation of, and ensuring respect for, international humanitarian law; facilitating the activities of the ICRC, and in particular, its access to the victims of armed conflict; and in the organization and hosting of conferences, meetings and other events or any other joint initiative that falls within the scope of the activities of the two organizations.

ARTICLE III

OAS Meetings

3.1 For purposes of this Article, the term "OAS Meetings" means only those public meetings, seminars, conferences, and other fora held under the auspices of an OAS Organ and for which GS/OAS provides secretariat services.

3.2 Subject to the applicable rules of procedure of the Organ holding an OAS Meeting on which humanitarian law and/or any other humanitarian subject of mutual interest is an agenda item, GS/OAS shall:

- a. Timely provide ICRC with advanced notice of the Meeting;
- b. Timely provide ICRC with the relevant documentation, subject to confidentiality requirements of the Organ hosting the meeting and the Member States;
- c. Include the ICRC on the official published list of participants, if any;
- d. Either provide ICRC with a nameplate for identification purposes or, in the alternative, allow ICRC to use its own nameplate at the meeting, provided it is consistent with the style of other nameplates used in the meeting and the seating configuration so permits;
- e. Provide ICRC with a pigeonhole to facilitate communication with other delegations and Meeting participants, when similar facilities are provided to the delegations of the OAS Member States and Permanent Observers.
- f. Provide ICRC with the opportunity to distribute copies of timely received documents relevant to the OAS Meetings it attends and to have those documents translated, provided ICRC pays for or otherwise reimburses GS/OAS for the cost of the translations, the copying, and other related production and distribution costs of those documents,
- g. Provide ICRC with the published reports, minutes, and other documents on humanitarian law issues resulting from the Meeting; and
- h. Provide such other facilities at OAS Meetings for ICRC, as subsequently agreed by the Parties, to enhance ICRC's participation in those Meetings.
- i. Provide ICRC with the opportunity to request the presiding officer of the meeting permission to take the floor for the purposes of expressing the views of the ICRC on issues of humanitarian law discussed at the Meeting.

3.3 As requested, ICRC shall provide to GS/OAS and the OAS Member States expertise and information on humanitarian law issues and on the ICRC's field operations, together with services that may reasonably facilitate or contribute to the OAS' work in humanitarian law.

3.4 ICRC shall provide GS/OAS at ICRC's public Meetings, services and privileges identical to those provided by GS/OAS to ICRC at OAS meetings pursuant to Section 3.2 of this Article.

ARTICLE IV

Further Legal Cooperation

4.1 GS/OAS and the ICRC shall explore together the feasibility of additional ways of assisting, supporting, and cooperating with other inter-American institutions in the legal area, which may include, to the extent permitted under the rules and regulations of those institutions:

a. Promoting legal cooperation and the development and better understanding of international humanitarian law within those institutions;

b. Making use of existing OAS Meetings, including those of the Ministers of Justice of the Americas, which have treated extradition and judicial cooperation as important issues;

c. Fostering through OAS Meetings and the Meetings of the Defense Ministers of the Americas the permanent integration of international humanitarian law into the instruction programs of the armed forces of the OAS Member States, and where appropriate, of the security forces, at all ranks and all stages of the career, as well as into permanent process of planning, decision-making, and mission implementation at the strategic, tactical, and operational levels; and

d. Promoting cooperative relations with the Justice Studies Center of the Americas.

4.2 Legal Cooperation under this MOU shall complement and enhance legal cooperation already provided for under existing agreements between the ICRC and other inter-American institutions.

ARTICLE V

Other Cooperation

5.1 GS/OAS and ICRC shall explore the feasibility of enhancing cooperation with the following inter-American institutions:

a. The Inter-American Defense Board, for disseminating humanitarian law to the armed forces of the OAS Member States;

b. The Inter-American Commission of Women and the Inter-American Children's Institute, for the protection of women and children victimized by armed conflict; and

c. The Inter-American Council for Integral Development and its Inter-American Agency for Cooperation and Development, for their programs aimed at assisting victims of armed conflict, including internally displaced persons and other civilians.

ARTICLE VI

Representatives of the Parties

6.1 For purposes of implementing this MOU, the representatives of GS/OAS shall be as follows:

a. For the obligations under Article III and for purposes of modifying or terminating this agreement, the Chief of Staff, Office of the Assistant Secretary General, OAS Main Building, 17th Street and Constitution Avenue, N.W., Washington, D.C., 20006.

b. For the obligations under Article IV and V(a), Chief, Technical Secretariat for Legal Cooperation Mechanisms, OAS Administration Building, 19th Street and Constitution Avenue, N.W., Washington, D.C., 20006.

c. For the obligations under Article V(b), the Executive Secretary of the Inter-American Commission on Women, OAS General Secretariat Building, 1889 F. Street, N.W., Washington, D.C., 20006, and the Director General, the Inter-American Children's Institute, Avenida 8 de Octubre 2904, C.P. 11600 - Montevideo, Uruguay, Casilla de Correo No. 16212, respectively.

d. For the obligations under Article V(c), the Director General, Inter-American Agency for Cooperation and Development, 1889 F. Street, N.W., Washington, D.C., 20006.

6.2 GS/OAS may change any of its representatives named under Paragraph 6.1, above, by notifying ICRC in writing.

6.3 For purposes of implementing, modifying, or terminating this MOU, the representative of the ICRC shall be the Representative duly accredited by the ICRC headquarters, 19 Avenue de la Paix, 1202 Geneva, Switzerland. The ICRC shall provide GS/OAS with the name and address of said Representative by no later than the effective date of this MOU.

6.4 ICRC may change its representative named under Paragraph 6.3, above, by notifying GS/OAS in writing.

6.5 All notices required under this MOU shall be in writing and sent to the corresponding official at the address mentioned in the foregoing sections of this Article VI.

ARTICLE VII General Conditions

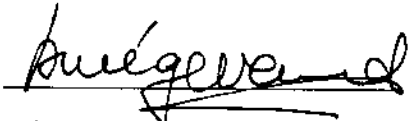
7.1 This MOU may be modified by a writing signed by the duly authorized representatives of both Parties.

7.2 This MOU shall enter into force when signed by both Parties, and shall remain in force indefinitely until terminated by either of the Parties by giving sixty days' advanced written notice to the other.

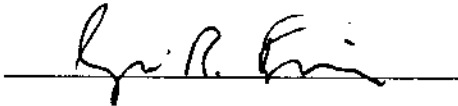
7.3 For each Party, the obligations undertaken in this MOU are subject to the availability of appropriations in its approved budget and the availability of other resources so allocated.

SIGNED by the duly authorized representatives of the Parties in duplicate originals in Washington, D.C. on April 3, 2003.

FOR THE INTERNATIONAL
COMMITTEE OF THE RED CROSS


BÉATRICE MEGEVAND ROGGO
DELEGATE GENERAL FOR EUROPE
AND THE AMERICAS

FOR THE GENERAL SECRETARIAT OF THE
ORGANIZATION OF AMERICAN STATES


LUIGI R. EINAUDI
ASSISTANT SECRETARY GENERAL