

Acuerdos Bilaterales

Clasificación: 26-2000

Fecha de Ingreso: 12 de junio de 2000

Nombre de Acuerdo: General Cooperation Agreement between the General Secretariat of the Organization of American States and the Inter-American Economic Council

Materia: Relaciones generales

Partes: GS/OAS & Inter-American Economic Council

Referencia: IEC

Fecha de Firma: 6 de junio de 2000

Fecha de Inicio: 6 de junio de 2000

Fecha de Terminación: 6 de junio de 2004 con renovación automática

Lugar de Firma: Washington, D.C.

Unidad Encargada:

Persona Encargada:

Original:

Claves:

Cierre del proceso:

ORGANIZATION OF AMERICAN STATES
WASHINGTON, D. C.

GENERAL SECRETARIAT

GENERAL COOPERATION AGREEMENT

Between

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

And The

INTER-AMERICAN ECONOMIC COUNCIL

GENERAL COOPERATION AGREEMENT

Between

THE GENERAL SECRETARIAT OF THE ORGANIZATION
OF AMERICAN STATES,

And The

INTER-AMERICAN ECONOMIC COUNCIL

The Parties to the present Agreement, the General Secretariat of the Organization of American States (the "General Secretariat") and the Inter-American Economic Council (the "Council").

Considering that Article 111 of the Charter of the Organization of American States (the "OAS Charter") authorizes the General Secretariat, as the central and permanent organ of the Organization of American States (the "OAS"), to "promote economic, social, juridical, educational, scientific and cultural relations among the Member States of the Organization, in keeping with the actions and policies decided upon by the OAS General Assembly and with the pertinent decisions of the OAS Councils;"

Recognizing that the promotion of economic development among the peoples of the countries of the Americas is one of the primary objectives of the OAS;

Taking into account that the Council is a nonprofit corporation incorporated under the laws of the state of Pennsylvania in the United States of America, with headquarters at 845 Kedron Avenue in Morton, Pennsylvania, and that the Council's purposes include the development of coordinated strategies to promote economic development and stability within the countries of the Americas.

Bearing in mind that the General Secretariat and the Council share a mutual interest in the creation and implementation of programs and mechanisms for the promotion of economic development and stability for the peoples of the Americas;

NOW, THEREFORE, the Parties hereby enter into a General Cooperation Agreement as follows:

ARTICLE I - Purpose

1.1 The purpose of this Agreement is to establish mechanisms of general and special cooperation for coordinating the activities of the Parties in contributing to their mutual objectives with regard to topics of mutual interest involving and/or related to economic development and stability in the countries of the Americas.

ARTICLE II - Information and Cooperation

2.1 The Parties shall regularly inform each other of activities of mutual interest, and they shall maintain close cooperation in regard to matters of common interest involving and/or related to economic development and stability in the Americas. The Parties shall also establish special relations in accordance with paragraph 5.2, below, to coordinate and/or carry out joint activities and projects as described in Articles IV and V, below.

ARTICLE III - Responsibilities of the Parties

3.1 The Council shall:

a. Answer inquiries from the General Secretariat and provide advisory services on matters within the scope of this Agreement;

b. Disseminate among its membership and other interested persons and entities information regarding the objectives and activities of the OAS and the General Secretariat that are related to economic development and/or stability topics, based on information provided by the General Secretariat;

c. Invite representatives of the General Secretariat and of the Missions and Observers to the OAS to public meetings of the Council, when matters of interest to the General Secretariat in the areas of economic development and/or economic security topics are dealt with;

d. Provide information requested by the General Secretariat on the Council's activities in the areas of economic development and security; and

e. Present to the General Secretariat, before December 15th of each year, an Annual Report describing: (1) the activities carried out under this Agreement during the current year; and (2) the activities the Council proposes to carry out under the Agreement during the coming year.

3.2 The General Secretariat, through its Office of External Relations, or through such other entity that is subsequently designated by the General Secretariat, shall:

- a.** Send the Council documents of the OAS and the General Secretariat that may be of interest in the areas of economic development and economic stability;
- b.** Invite representatives of the Council to public meetings of OAS organizations when matters of interest to the Council in the areas of common interest to the Parties are part of the agenda, subject to the rules of procedure of the respective organs of the OAS;
- c.** Provide information requested by the Council on the General Secretariat's activities in the OAS Member States in the areas of economic development and economic stability; and
- d.** Consider the Council's written observations on matters of common interest.

ARTICLE IV - Scope of Special Cooperative Relations

4.1 The Parties may develop special cooperative relations in areas of common interest involving and/or relating to economic development and/or economic stability, including, but not limited to, the following:

- a.** The development and implementation of joint research projects;
- b.** The exchange of bibliographical and audiovisual materials and access to data bases and general information related to joint projects;
- c.** The exchange of documents and specific information concerning projected activities and programs of work that may be of interest to both Parties;
- d.** The development and implementation of training programs and materials;
- e.** Joint professional meetings on matters of common interest;
- f.** Joint training and research facilities for the use of the Parties;

g. The formation of joint ventures, partnerships, or non-profit corporations to organize and sustain the activities anticipated under this Article; and

h. The solicitation of project funding.

ARTICLE V - Identification and Implementation of Joint Projects and Activities

5.1 At any time that this Agreement is in force, any Party may present the other Party with a proposal or proposals for joint activities or projects pursuant to the Agreement.

5.2 Once it is jointly decided by the Parties to implement a project or activity, and the necessary funding and authorizations have been obtained, the Parties shall enter into project-specific or activity-specific Memoranda of Understanding ("MOU") setting out the terms and conditions governing each such project and activity. Each MOU shall specify in detail the mutual responsibilities and obligations of the Parties, including, but not limited to, the nature and amount of the financial commitment undertaken by each of them.

5.3 The rights and responsibilities of the Parties in publications resulting from a specific joint project or activity shall be established in the corresponding MOU or in a separate agreement between them.

ARTICLE VI - Budgetary Limitations

6.1 The financial obligations incurred by each Party as a result of this Agreement are subject to approval by its respective governing body. Nothing in this Agreement shall limit the authority of the governing bodies of either Party to adopt, modify, or amend that Party's Program Budget in accordance with its financial realities and other priorities.

ARTICLE VII - Dispute Resolution

7.1 The Parties shall attempt to resolve amicably any disputes arising in relation to the interpretation and/or implementation of this Agreement. In the event that proves impossible, the Parties shall resolve their differences by binding arbitration in Washington, D.C. in accordance with the rules of procedure of the Inter-American Commercial Arbitration Commission and the laws of the District of Columbia, U.S.A..

7.2 Nothing expressly stated or implied in this Agreement is to operate as a waiver of the privileges and immunities of the OAS, the General Secretariat, or the personnel of any of them under the laws of the United States of America or under international law.

ARTICLE VIII - Term, Modification and Termination

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

8.2 This Agreement shall be in force for a term of four years from the date upon which it is signed by both Parties. It shall be renewed automatically for successive four-year terms, unless at least sixty days prior to the end of the term, either Party notifies the other in writing that it does not wish to have the Agreement so renewed.

8.3 Notwithstanding Paragraph 8.2, above, either Party may terminate this Agreement at any time by giving sixty days' prior written notice to the other.

8.4 The termination of this Agreement shall not affect the specific projects and activities then in progress and properly funded unless the corresponding MOU provides to the contrary.

ARTICLE IX - Institutional Coordination and Notice

9.1 The entity within the General Secretariat responsible for carrying out and coordinating its obligations under this Agreement is the Office of External Relations. All notices for the General Secretariat in relation to this Agreement should be sent to:

Mr. Eduardo Del Buey
Director
Office of External Relations
General Secretariat of the Organization of American States
1889 F Street, N.W.
Washington, D.C. 20006
Tel: 202 458-6829
Fax: 202 458-6825
E-mail: edelbuey@oas.org

9.2 All notices for the Council in relation to this Agreement should be sent to:

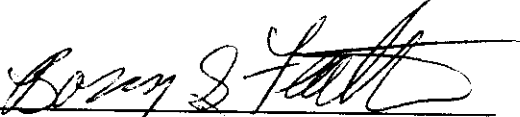
Dr. Barry S. Featherman, Esq.
President
Inter-American Economic Council
845 Kedron Avenue
Morton, Pennsylvania 19070

Tel: 504- 549-2152/2266
Fax: 504- 549-3088

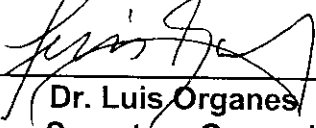
9.3 Either Party may change the person and/or entity designated to receive notice hereunder by so notifying the other Party in writing.

In Witness Whereof, the duly authorized representatives of the Parties hereby subscribe to this Agreement, in duplicate originals, in Washington, D.C., on this 6 day of JUNE, 2000.

For the Inter-American Economic
Council

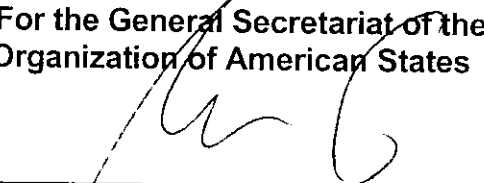


Dr. Barry S. Featherman
President



Dr. Luis Organes
Secretary General

For the General Secretariat of the
Organization of American States



Dr. César Gaviria
Secretary General

