

## **Acuerdos Bilaterales**

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Nombre de Acuerdo: General Cooperation Agreement between the General Secretariat of the Organization of American States and Transparency International - USA.

Partes: GS/OAS & Transparency International

Referencia: Transparency International

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**GENERAL COOPERATION AGREEMENT BETWEEN THE GENERAL SECRETARIAT OF THE  
ORGANIZATION OF AMERICAN STATES AND TRANSPARENCY INTERNATIONAL -USA.**  
(Firmado el 17 de junio de 1998)

ORGANIZATION OF AMERICAN STATES  
WASHINGTON, D. C.

GENERAL SECRETARIAT

**GENERAL COOPERATION AGREEMENT**

**Between**

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

**And**

**TRANSPARENCY INTERNATIONAL-USA**

# **GENERAL COOPERATION AGREEMENT**

**Between**

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

**And**

**TRANSPARENCY INTERNATIONAL-USA**

The Parties to the present Agreement, the General Secretariat of the Organization of American States (the "General Secretariat") and Transparency International-USA ("TI-USA");

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 ... juridical, educational, scientific and cultural relations among all the Member States of the Organization..., in keeping with the actions and policies decided upon by the General Assembly and with the pertinent decisions of the Councils";

Recalling that Article 112(h) of the OAS Charter and OAS General Assembly Resolution AG/RES. 57 (I-0/71) authorize the General Secretariat to establish cooperative relations with other national and international institutions, and for that purpose, to enter into cooperative agreements with such institutions;

Recognizing the need to bring about efforts to prevent and eradicate corruption in the performance of public functions in the Americas as envisioned by the Heads of State and Heads of Government at the Summits of the Americas, the 1994 Miami Summit and the 1998 Santiago Summit, and as stated in the Inter-American Convention against Corruption;

Taking into account that TI-USA is a non-profit, non-governmental institution whose aim

is to obtain professional and technical improvements of anti-corruption systems through research and improvement of laws, institutions, and policies;

Bearing in mind that the General Secretariat and TI-USA share a mutual interest in the study of and in working toward improved legal and institutional mechanisms needed to prevent, detect, punish and eradicate corruption.

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

## ARTICLE I

### Purpose

1 The purpose of this Agreement is to confirm and formalize the existing relationship of cooperation that exists between the Parties to establish mechanisms needed to prevent, detect, punish and eradicate corruption throughout the Americas.

## ARTICLE II

### Information and Cooperation

2.1 The Parties shall periodically inform each other of activities of mutual interest, and shall maintain close cooperation in regard to matters of common interest involving and/or related to improving legal or institutional mechanisms for preventing, detecting, punishing, and eradicating corruption throughout the Americas.

2.2 The Parties may also establish special relations to coordinate or carry out joint activities as described in Articles IV and V.

ARTICLE III  
Responsibilities of the Parties

3.1 Subject to its relevant rules and regulations, TI-USA shall:

a. Keep the General Secretariat informed about its activities involving the prevention of and/or the fight against corruption;

b. Provide the General Secretariat with TI-USA's publications on matters related to the common activities and projects of the Parties;

c. Answer inquiries from the General Secretariat on matters within the scope of this Agreement;

d. Disseminate through publications, with the prior consent of the General Secretariat, information on the objectives and activities of the General Secretariat related to the prevention, of and the fight against corruption, based on information provided by the General Secretariat;

e. Invite representatives of the General Secretariat and the Missions and Observers to the OAS to attend public meetings of TI-USA-related activities, when matters of interest to the General Secretariat concerning the prevention of and the fight against corruption are part of the agenda.

3.2 Subject to its relevant rules and regulations, the General Secretariat shall:

a. Provide TI-USA with documents and publications of the General Secretariat that may be of interest to TI-USA concerning the prevention of and/or the fight against corruption;

b. Invite representatives of TI-USA to attend public meetings of the General Secretariat and of OAS organs, when matters of interest concerning the prevention of and/or the fight against corruption are part of the agenda, subject to the rules of procedure of the respective organs of the OAS;

c. Provide information requested by TI-USA on the General Secretariat's activities in the OAS Member States concerning the prevention of and/or the fight against corruption;

d. Consider TI-USA'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 improving legal mechanisms for the prevention and eradication of corruption 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 the provision of 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. Joint professional meetings on matters of common interest;

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

f. The solicitation of project funding.

## ARTICLE V

### Identification and Implementation of Special Cooperative Relations (Joint Projects and Activities)

5.1 Once the Parties have jointly decided to implement a project or activity under special cooperative relations as contemplated by Article IV, 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.

5.2 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.



6.2 Nothing in this Agreement shall limit the authority of the governing bodies of either Party to modify and/or amend that Party's Program Budget in accordance with its financial realities and other priorities.

6.3 Any adoptions, modifications or amendments to the Party's Program Budget shall not affect the specific projects and/or activities, which are in progress and properly funded, unless the corresponding MOU provides to the contrary.

## ARTICLE VII

### Dispute Resolution

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

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 either of them, under the laws of the United States 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 both Parties sign it.

8.3 The Agreement shall be renewed automatically for successive four-year terms.

8.4 Either Party may terminate this Agreement at any time by giving sixty days' prior written notice to the other.

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

## ARTICLE IX

### Institutional Coordination and Notice

9.1 The institution within the General Secretariat responsible for carrying out and coordinating its obligations under this Agreement is The Secretariat for Legal Affairs. All notice for the General Secretariat in relation to this Agreement should be sent to:

Secretariat for Legal Affairs  
General Secretariat of the Organization of American States  
19th Street & Constitution Ave., N.W.  
Washington, D.C. 20006

Telephones:	(202) 458-3903	Faxes:	(202) 458-3931
	(202) 458-3040		(202) 458-3598
	(202) 458-3407		(202) 458-6029

9.2 All notice for TI-USA in relation to this Agreement should be sent to:

Nancy Zucker Boswell  
Transparency International USA  
1615 L Street, N.W. , Suite 700  
Washington, D.C. 20036

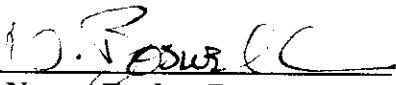
Telephone:	(202) 682-7048	Fax:	(202) 682-7086
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9.3 Either Party may change the person designated to receive notice hereunder by so notifying the other in writing.

In Witness Whereof, the duly authorized representatives of the Parties hereby subscribe to this Agreement, in duplicate originals, in D.C. on this 17 day of JUNE, 1998.

**For Transparency International-USA**

**For The General Secretariat of the  
Organization of American States**

  
Ms. Nancy Zucker Boswell  
Managing Director

  
Dr. Enrique Dagos  
Assistant Secretary for Legal Affairs

