

Acuerdos Bilaterales

Clasificación: 31-2006

Fecha de Ingreso: 26 de abril de 2006

Nombre de Acuerdo: Memorandum of Understanding between the General Secretariat of the Organization of American States and the Inter-American Institute of Diplomacy for the Establishment of Guidelines on Mutual Cooperation on Activities Related to the Washington, D.C., University Model General Assembly of the Organization of American States

Materia:

Partes: SG/OEA & Inter-American Institute of Diplomacy

Referencia: IAID

Fecha de Firma: 12 de abril de 2006

Fecha de Inicio:

Fecha de Terminación:

Lugar de Firma:

Unidad Encargada:

Persona Encargada:

Original:

Claves:

Cierre del proceso:



MEMORANDUM OF UNDERSTANDING
Between
THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES
And
THE INTER-AMERICAN INSTITUTE OF DIPLOMACY
For
THE ESTABLISHMENT OF GUIDELINES ON MUTUAL COOPERATION ON
ACTIVITIES RELATED TO THE WASHINGTON, D.C. UNIVERSITY MODEL GENERAL
ASSEMBLY OF THE ORGANIZATION OF AMERICAN STATES

The Parties to this Memorandum of Understanding ("MOU"), the General Secretariat of the Organization of American States (hereinafter referred to as "GS/OAS"), represented by the Director of the Department of Communications and External Relations, and the Inter-American Institute of Diplomacy (hereinafter referred to as "IAID"), represented by its President, enter this MOU in order to establish guidelines for their cooperation on activities related to the Washington Model General Assembly of the OAS (hereinafter referred to as the "WMOAS")

Considering:

1. That the Model General Assembly of the OAS (hereinafter referred to as the "MOAS") is a program of GS/OAS' Office of External Relations and Resource Mobilization, under the Department of Communications and External Relations (hereinafter referred to as "DCER/MOAS") that consists in the organization and promotion, throughout the Western Hemisphere, of simulation meetings of the real OAS General Assembly, for high school and university students, where they "represent" OAS member states through role playing in an OAS General Assembly format;
2. That the IAID, established in the year 2000, is a non-profit organization incorporated in the State of Maryland, conformed by faculty members from several universities located in the Western Hemisphere, dedicated to the organization of an annual MOAS for college and university students in Washington, D.C., during the Spring, and formerly known as the "Maya MOAS". Most of the participating faculty members were involved with the MOAS program initiated by the GS/OAS in the 1980s,

Have agreed to the following terms:


1. The GS/OAS and IAID will jointly organize, promote and support the annual Washington Model General Assembly of the OAS ("WMOAS");
2. Beginning in 2006 and in each succeeding year thereafter during the duration of this MOU this jointly organized WMOAS will be named according to the OAS General Assembly it simulates. For example, the OAS General Assembly celebrated in June 2005 is number thirty-five; therefore, the WMOAS to be celebrated in the Spring of 2006 will be named Washington Model of the 35th General Assembly of the OAS, or the ("35TH WMOAS");

3. The IAID will continue to procure the venue for the committee meetings of the WMOAS and the logistics associated with it;
4. The IAID will administer the funds paid by the attending universities as registration fees (hereinafter referred to as the "WMOAS budget") and will be responsible for the payment of expenditures and contractual obligations entered by the IAID for the organization and successful administration of the WMOAS. The GS/OAS does not have any financial responsibility nor liability regarding the management of funds derived from this activity. Likewise, the GS/OAS has no financial or legal responsibility towards any contractor or vendor employed by the IAID for this activity;
5. Any other funds raised or received by the IAID that are not the product of registration fees nor received for a specific purpose, will be used to promote, expand, and improve the WMOAS, and any other WMOAS related project that the IAID deems necessary and appropriate;
6. Depending on availability, the GS/OAS will provide the OAS Hall of the Americas, which is located in GS/OAS' Main Building at 17th Street and Constitution Avenue, N.W., Washington, D.C. free of rental charge, except as set forth in Paragraph 7, below; for the opening and/or closing ceremonies of the WMOAS, as well as for one Student Gala. The reservation for these facilities will be made by the DCER/MOAS immediately at the close of the WMOAS in April. If there is a change in the availability of the building, the DCER/MOAS will notify the IAID by February so that alternative arrangements can be made;
7. The following costs associated with services to be provided by the GS/OAS service contractors (e.g., set-up, cleaning, guards, audio equipment, and sound technician, etc.) related to the use of the OAS Hall of the Americas for WMOAS events shall be charged to the WMOAS budget and shall be paid by the IAID to GS/OAS in advance when a bill is presented for payment;
8. Both the DCER/MOAS and the IAID will mutually agree on the date, topics, agenda, and schedule/program for the WMOAS;
9. The IAID faculty members will ensure, to the best of their abilities, and in consultation with DCER/MOAS, that the discussions and resolutions during the WMOAS are adjusted to the political and institutional discourse of the OAS;
10. The DCER/MOAS shall identify and provide experts from the GS/OAS technical areas who will act as "consultants" during WMOAS "committee meetings". Their role will be to clarify the positions of member countries, ensure that debate simulates that of the OAS on the topics identified, and offer their considerable expertise of the subject matter of the resolution topic;
11. The DCER/MOAS will provide the Key-note speaker, ideally the Secretary General or any other high official, for either the opening or closing ceremony of the WMOAS and make the IAID aware of who that will be by 1 March;
12. The GS/OAS will help with setting up appointments for briefings for WMOAS participants by representatives of OAS Permanent Missions on the Monday morning following the opening of the WMOAS;
13. The GS/OAS through its DCER/MOAS, and the IAID will promote the participation of additional colleges and universities in the WMOAS, especially those located in the Washington D.C. metropolitan area. The DCER/MOAS will issue an invitation to colleges and universities throughout the hemisphere every April and September, and the IAID and the DCER/MOAS will coordinate an invitation list.

15. The OAS name and logo, as approved in advance in writing by DCER/MOAS, shall appear in the following official documents and letters for the WMOAS: Invitation letters, convocation, agenda, schedule, programs for the opening and closing ceremonies and invitations to the Student Gala;
16. Any controversy over the interpretation or implementation of this MOU shall be resolved by mutual agreement between the Parties. In the event that no such agreement is possible, the parties shall select a mutually agreeable binding arbitration and/or mediation mechanism to resolve the matter;
17. Nothing in this MOU shall constitute an express or implied waiver of GS/OAS' privileges and immunities under the laws of the United States of America;
18. The law applicable to this MOU and to any mediation and/or arbitration proceedings is the law of the District of Columbia;
19. This MOU may be modified or amended by subsequent agreement of the Parties, provided that such modifications or amendments are in writing, executed by the officials duly authorized to do so, dated, and affixed to this MOU;
20. This MOU shall run for an indefinite term, and it will enter into force once the signatures of the duly authorized representatives of the Parties are affixed below. Nonetheless, either Party, upon one hundred and twenty days advanced written notice to the other, may terminate this MOU,

IN WITNESS WHEREOF, the duly authorized representatives of the Parties subscribe to two duplicate originals of this MOU, each equally valid, on the date and location indicated below.

For the GS/OAS:




Ms. Irene Zinger

Director, Department of Communications and External Relations

Date: _____

For the IAID:



Dr. Joan Andorfer

President, Inter American Institute of Diplomacy

Date: 12 April 2006



Organización de los Estados Americanos
Organização dos Estados Americanos
Organisation des Etats Américains
Organization of American States

DELEGACIÓN DE AUTORIDAD

MEMORANDO DE ENTENDIMIENTO

Entre

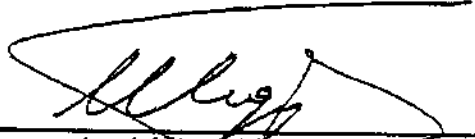
La Secretaría General de la Organización de Estados Americanos y el
"Inter-American Institute of Diplomacy"

Para el

"Establecimiento de normas de cooperación mutua con relación a las actividades del Modelo de
Washington D.C. de la Asamblea General de la OEA para Universidades"

Yo, José Miguel Insulza, Secretario General de la Organización de los Estados Americanos (OEA), por este medio, autorizo a la Sra. Irene Klinger, Directora del Departamento de Comunicaciones y Relaciones Externas de la Secretaría General de la OEA, a suscribir en nombre y representación de la Secretaría General de la OEA el Memorando de Entendimiento arriba mencionado.

Esta delegación de autoridad expira el 14 de octubre de 2005.



José Miguel Insulza
Secretario General de la OEA

Lugar: Washington, D.C.

Fecha: 13 de octubre de 2005