

Acuerdos Bilaterales

Clasificación: 32-2003

Fecha de Ingreso: 20 de mayo de 2003

Nombre de Acuerdo: Cooperation Agreement for the Americas Project

Materia: Educación / Ciencia / Cultura

Partes: SG/OEA & Rice University

Referencia: RUGHP

Fecha de Firma: 1 de mayo de 2003

Fecha de Inicio: 1 de mayo de 2003

Fecha de Terminación: 1 de mayo de 2008

Lugar de Firma:

Unidad Encargada:

Persona Encargada:

Original:

Claves:

Cierre del proceso:

COOPERATION AGREEMENT
BETWEEN
RICE UNIVERSITY
AND
THE GENERAL SECRETARIAT OF THE
ORGANIZATION OF AMERICAN STATES
FOR
THE AMERICAS PROJECT

The Parties to this Agreement (the "Agreement"), the General Secretariat of the Organization of American States ("GS/OAS"), a public international organization with Headquarters at 1889 F Street, Washington, D.C., 20006 and Rice University ("Rice"), a non-governmental organization ("NGO") and institution of higher learning located at 6100 Main Street, Houston, Texas, 77005-1892, through its James A. Baker III Institute for Public Policy ("the Institute");

Recognizing that in 1996 the Parties, together with The Greater Houston Partnership, entered into a Cooperative Agreement for the Americas Leadership Project under which they agreed to sponsor the First and Second Americas Leadership Colloquia at the Institute in 1997 and 1998, and in 2000, they signed a similar three-year agreement pursuant to which they have since held two additional Americas Leadership Colloquia;

Considering that because of the success of the Americas Project to date, the Parties are desirous of jointly continuing the Americas Projects and other similar activities in the Greater Houston Area;

Have agreed to continue the "Americas Project," in accordance with the following terms:

ARTICLE I
PROJECT OBJECTIVES

1. The objectives of the Americas Project ("the Project") are:
 - a. To broaden understanding between individuals and institutions in and from the OAS Member States;
 - b. To develop common approaches to regional problem-solving;
 - c. To encourage the creation of leadership networks and the maintenance of life-long relationships among individual participants and institutions;
 - d. To prepare emerging leaders to play a pivotal role in addressing the issues of significance to the future of the Americas;

- e. To promote diversity of views among the participants by engaging in an open dialogue during the colloquium;
- f. To inform policy makers, groups and individuals about the results of that dialogue;
- g. To help develop inter-American cooperation initiatives that reflect the concerns and aspirations as shared by the emerging hemispheric leaders;
- h. To broaden and deepen understanding between individuals and communities in and from the OAS Member States;
- i. To sponsor an Annual Colloquium for the purpose of achieving the foregoing objectives.

ARTICLE II SCOPE OF AGREEMENT

1. The scope of this Agreement is to continue the institutional infrastructure of the Americas Project and to set out the respective responsibilities of the Parties with regard to the Project.

ARTICLE III GOVERNANCE STRUCTURE

1. The Governance Structure of the Project shall consist of:
 - a. The Honorific Board of Overseers;
 - b. The Nominating Committee; and,
 - c. The Project Coordinator

ARTICLE IV THE HONORIFIC BOARD OF OVERSEERS

1. The Honorific Board of Overseers shall consist of the OAS Secretary General and the President of Rice University. All shall serve ex officio.
2. The Honorific Board of Overseers serves to symbolize the high level endorsement of the Americas Project by the leadership of each of the participating institutions and has no specific responsibilities for the Americas Project.

ARTICLE V THE NOMINATING COMMITTEE

1. The Nominating Committee shall consist of the Director of the Office of External Relations for the OAS and the Director of the Baker Institute.
2. The Nominating Committee will convene at least once a year. The responsibilities of the Committee are: (a) to approve a theme for the subsequent Americas Project; (b) to suggest participants, speakers, and moderators for the subsequent Americas Project; (c) to discuss strategies for the Americas Project, including programmatic and budgetary issues; (d) to explore regularly the prospects and probability for raising funds for supporting initiatives and activities in addition to the Annual Colloquium, including training, research, and information projects, which are consistent with the goals of the Parties; (e) to review and approve the operating budget of the Americas Project; (f) to approve adjustments to the Americas Project budget in the event that available funds are less than originally anticipated; (g) to approve the disposition of any surplus funds upon the winding-up of the Americas Project; and (h) to perform such other functions as are consistent with the terms of this Agreement.

ARTICLE VI THE PROJECT COORDINATOR

1. The Director of the Institute shall appoint the Project Coordinator.
2. The Project Coordinator shall: (a) Be in charge of the daily organization of the Americas Project Annual Colloquium; (b) Report directly to the Director of the Institute; and (c) Formulate and implement the instructions, policies, and strategies agreed to by the Nominating Committee.

ARTICLE VII PUBLIC RELATIONS AND PUBLICATIONS

1. All public relations materials and other publications referring to the Americas Project will refer to it as a joint activity, project, or program of the Baker Institute at Rice University and the General Secretariat of the Organization of American States.
2. The Parties shall be joint owners of the copyright to any and all logos and public relations materials produced for the Americas Project, as well as all publications, tapes, transcripts, computer files, films, and other materials recording the proceedings of the Annual Colloquium, and each hereby gives to the other an unlimited license to use, reproduce, sell, or otherwise dispose of those materials; provided, however, that each party shall obtain the prior written approval from the other parties to use the names or logos of such other parties.

ARTICLE VIII ANNUAL COLLOQUIUM

1. The primary activity of the Americas Project is the Annual Colloquium. The Nominating Committee, with the support of the Project Coordinator, will select the Colloquium topic, the speakers and moderators, and the participants, as stated in Article V.2 above.

2. The selection of participants shall be through a competitive process with due regard for the need to obtain a wide geographical distribution and representative gender distribution of the most highly qualified candidates in the hemisphere.

ARTICLE IX FINANCING

1. Subject to the availability of resources approved by the OAS General Assembly for fellowships, GS/OAS shall finance the air-travel for up to twenty participants in the Annual Colloquium. By this Agreement and its participation in the Americas Project, each Party does not assume or accept any liability or responsibility to the other Party or third parties for any other expenses or costs incurred by or associated with the Project except as expressly specified in this agreement.

2. All costs associated with the Americas Project Annual Colloquium, including the compensation (with appropriate fringes) of the Project Coordinator and the administrative overhead costs incurred by the Baker Institute (currently, the overhead rate is 25% of monies raised), shall be paid for out of the operating budget of the Americas Project. The Institute shall provide the Coordinator with office space, supplies, staff support and other facilities for the conduct of the Coordinator's functions.

ARTICLE X MANAGEMENT OF PROJECT FINANCES

1. All funds, endowments, and contributions for the Americas Project shall be made payable to *Rice University, Americas Project*, and deposited in the established Institute "Americas Project" account. All funds designated for this account will be accounted for separately from all other Institute and Rice funds and will accrue interest in accordance with existing Rice policy, currently, interest will accrue only on funds in excess of \$100,000.

2. Rice will provide GS/OAS with an up-to-date accounting of all income and expenditures identifying the origin of all income and the recipients of all payments no later than four (4) months following the conclusion of each annual colloquium.

3. The collected monies may be used to fund all direct expenditures in connection with the Project which are not otherwise paid by the Parties pursuant to this Agreement, including travel and lodging expenses and other extraordinary expenses incurred by Rice and GS/OAS in carrying out the activities under this Agreement; however, it may not be used to reimburse the GS/OAS for its obligations under Article IX.1 of this Agreement or any Party's regular overhead for fixed costs, except the costs defined in Article IX. 2 of this Agreement. Any unspent funds will be retained and used to help fund the following years Americas Project Annual Colloquium. Requests for reimbursement or advances from the Americas Project account shall be made to Rice's Project Coordinator; no reasonable request shall be denied.

4. If there is a positive balance in the account at the termination of the Americas Project, that balance shall be used to pay creditors for outstanding invoices due and irrevocable obligations and the remainder shall be divided evenly among the Parties and used for similar charitable and educational purposes.

ARTICLE XI ANNUAL REPORT AND OTHER PROJECT INFORMATION

1. Rice, through the Institute, shall produce and distribute the Americas Project Annual Report in English and Spanish and other languages, as appropriate.

2. The Parties shall work together to ensure a broad distribution of the report to governmental, educational, and business entities in the hemisphere, as well as to individual policy makers and other interested persons.

3. The Institute shall include in its World Wide Web Site a special home page dedicated to the Americas Project which will include a description of the project, a list of the participants with biographical and contact information, copies of the Annual Report and other related documents and reports. The GS/OAS shall include links to the Institute and the Americas Project home page on its respective World Wide Web Sites.

ARTICLE XII GENERAL TERMS AND CONDITIONS

1. The Parties shall attempt to resolve any disputes arising in relation to the interpretation and implementation of this Agreement. In the event that proves impracticable, the Parties shall each appoint a representative to attempt to resolve any differences through discussion and good faith negotiation without any formal proceedings. The specific format of such discussions shall be left to the discretion of the designated representatives. In the event the representatives are unable to resolve the differences, the dispute shall be sent to the Honorable Board of Overseers for resolution.

2. Nothing expressly stated or implied in this Agreement is to operate as a waiver of the privileges and immunities of the OAS, GS/OAS or its personnel under the laws of the United States or under international law.

3. The Parties may amend this Agreement by a mutually agreed upon statement signed by their duly authorized representatives, dated and attached hereto. Any such amended agreement will supersede the earlier version.

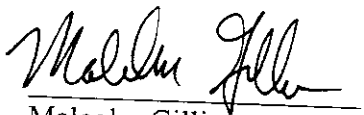
4. This Agreement shall be in force for a term of five years from the date upon which it is signed by the Parties. It may be subsequently renewed for additional three-year terms upon the written consent of all the Parties.

5. Any Party may withdraw from this Agreement with thirty days' advanced written notice to the other. In the case of said withdrawal, the remaining Party would have the right to continue with the Americas Project by itself or with other institutions or whether to terminate the Project. If the decision is to terminate their participation t, then the Parties shall see that the Project's expenses are paid, and that its remaining assets are distributed in accordance with Article X. 4 above.

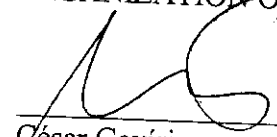
6. Nothing in this Agreement shall be construed as establishing a joint venture or partnership between the Parties and no Party shall be deemed to be the agent of the other.

SIGNED by the duly authorized representatives of the Parties in triplicate originals on the dates indicated below:

RICE UNIVERSITY


Malcolm Gillis
President
Date: Apr. 1 23, 2003

THE GENERAL SECRETARIATE OF THE
ORGANIZATION OF AMERICAN STATES


César Gaviria
Secretary General
Date: May 1, 2003