

Acuerdos Bilaterales

Clasificación: 43-99

Fecha de Ingreso: 9 de setiembre de 1999

Nombre de Acuerdo: Cooperative Agreement Between The Young Americas Business Trust and the General Secretariat of the Organization of American States

Materia: Relaciones generales de cooperación

Partes: GS/OAS & The Young Americas Business Trust

Referencia: YABT

Fecha de Firma: 13 de agosto de 1999

Fecha de Inicio: 13 de agosto de 1999

Fecha de Terminación: Indefinido

Lugar de Firma: Washington, D.C.

Unidad Encargada: Unidad para el Desarrollo Social y la Educación

Persona Encargada: Roy Thomasson

Original:

Claves:

Cierre del proceso:

**Cooperative Agreement
Between
The Young Americas Business Trust
And
The General Secretariat of the Organization of American States**

The Parties to this Agreement, The Young Americas Business Trust (the "YABT"), a nonprofit corporation incorporated in the District of Columbia, with offices at 1889 F Street, NW, #320, Washington, DC 20006, and the General Secretariat of the Organization of American States ("GS/OAS"), a public international organization with offices at 1889 F Street, NW, Washington, DC 20006.

Considering, that the purposes of the YABT are to promote social and economic development in the Western Hemisphere through programs, projects, and activities focused on helping to create and to advance efforts to improve the quality of life of youth and young adults, especially those living in or near poverty.

Considering, that the YABT seeks:

A. To help create opportunities for the employment of youth and young adults through entrepreneurship, enterprise creation, formal and non-formal training, application of technology, and the expansion of existing enterprises operated by young adults.

B. To foster greater awareness among governments, the private sector, and the public, on the contribution that youth entrepreneurship can make to economic growth, social equity, job creation, and poverty alleviation,

C. To formulate strategic plans to help encourage and accelerate entrepreneurial development at the community, national, and international levels, including assisting new and existing organizations to plan and carry out entrepreneurial development and related employment skills training programs for young people;

D. To support the development of effective programs to foster youth entrepreneurship, particularly those carried out by the private sector, by serving as a resource for: innovation; exchange of information and expertise; organizational linkages; and collaboration among those individuals, organizations, and entities which are working to strengthen youth entrepreneurship in the western hemisphere and elsewhere.

E. To increase entrepreneurship among young people through support of programs aimed at their: personal development; business and entrepreneurial education; employment and technical skills training; and accessing technological and financial resources, including primary, secondary, and post-secondary schools, and community-based programs;

To collaborate with governmental and private sector organizations and entities to increase technical and financial assistance to support entrepreneurial development and employment skills training initiatives, particularly those aimed at young people living in or near poverty; and

G. To solicit and provide funds, services, contributions, and in-kind contributions for all of the above-mentioned purposes.

Taking into account, that the 1994 and 1998 Summits of the Americas reaffirmed the mandates of the OAS in the Americas to assist the Member States in implementing the pledges of the leaders of the Hemisphere in democracy, education, sustainable development, trade, and overcoming poverty.

Taking into account, that integral development and combating poverty in the Americas are of paramount importance to the development and stability of the democracies in the Americas.

Recognizing, that pursuant to Article 112(h) of the Charter of the Organization of American States and AG/RES. 57 (I-0/71), GS/OAS is authorized to establish cooperative relations with non-governmental organizations to facilitate cooperation in areas of common interest,

Have agreed,

ARTICLE I: **GENERAL COLLABORATION**

1.1 The Parties shall cooperate mutually to conduct, support, develop, and implement programs and activities in the OAS Member States and elsewhere in cooperation with civil society and with private and public institutions, aimed at alleviating poverty among young people through entrepreneur and self-development programs. In addition, the Parties may identify, conduct, support, develop, and implement other areas of mutual cooperation to assist OAS Member States in achieving their development goals, including, for example, training and related services, applications of technology, activities to help increase GS/OAS collaboration with the private sector, and other areas of mutual interest to the Parties.

1.2 The Parties will maintain a complete and open exchange of information concerning questions of common interest to them, and they shall confer regularly for the purpose of coordinating their efforts to achieve objectives of common interest.

ARTICLE II: **THE YABT'S CORPORATE INSTRUMENTS**

2.1 The YABT is an entity separate and apart from GS/OAS, and it is competent to modify and amend its By-laws and Articles of Incorporation as it pleases. Nonetheless, GS/OAS reserves the right to terminate this Agreement in accordance with Article 5.6 herein if such modifications and amendments are not compatible with GS/OAS' interests. The YABT shall give GS/OAS thirty (30) days advance notice prior to the implementation of any such amendments and/or modifications.

ARTICLE III:
OBLIGATIONS AND RESPONSIBILITIES OF THE YABT

3.1 The YABT shall cooperate with and work with GS/OAS in identifying areas of mutual collaboration related to priorities established by the Presidential Summits, the OAS General Assembly, and other high-level political bodies and specialized agencies of the Organization.

3.2 The YABT shall assist GS/OAS in fund-raising and other activities.

3.3 The YABT shall cooperate with GS/OAS in formulating, designating, and implementing projects of mutual interest.

3.4 The YABT shall attempt to obtain human, material, and financial resources for the execution of and participation in the projects which have been approved by GS/OAS and/or by other respective Councils and Conferences of the OAS.

3.5 The YABT shall inform the GS/OAS liaison officer in advance of its Board of Directors' meetings, shall permit GS/OAS to suggest topics for inclusion in the agenda for those meetings, and shall invite GS/OAS to attend them.

3.6 On or before March 31st of each year, the YABT shall present an annual report to the OAS Secretary General and to the OAS Permanent Council containing a description of the YABT's activities with GS/OAS during the prior year; a discussion of its other activities; a list of its current Officers and Directors; copies of any changes in the YABT's Articles of Incorporation and/or By-laws; a list of all donors who contributed over \$35,000 during the prior year with the amount given beside each donor; and the latest balance sheet and income statement for the prior year. The annual report shall also contain a brief description of the projects and activities to be undertaken by the YABT during the upcoming 12 months and any long-range plans for future projects.

3.7 The YABT shall provide GS/OAS with copies of all of its publications and other information relating to the common objectives of the Parties.

ARTICLE IV:
OBLIGATIONS AND RESPONSIBILITIES OF GS/OAS

4.1 To the extent provided under its Program Budget, and subject to availability without prejudicing GS/OAS' operations, GS/OAS will support the YABT through the provision of financial, material, and staff support to enable the YABT to accomplish its objectives. This support may include, for example, financial contributions for administrative and program activities, space and equipment for the YABT's operations, and the provision of services such as office facilities, equipment, services, telephone, internet, messenger, transportation, and maintenance. This support may also include, for example, funding for projects consistent with the objectives of the GS/OAS and the YABT, assistance in the development of new projects, planning grants, as well as technical consultants and staff to plan, conduct, and evaluate such projects. Projects may be funded entirely by the GS/OAS or jointly funded by the GS/OAS and

the YABT, and/or with the assistance of outside sources.

4.2 Subject to availability and without prejudicing GS/OAS' operations, GS/OAS may also contribute to the overall development of the YABT through fundraising assistance, preparation of marketing materials, linkages with other international organizations and potential donors in both the public and private sectors, provision of advisory services such as consultants and the assignment of staff to the YABT, and payment of travel expenses.

4.3 Pursuant to Memoranda of Understanding or an exchange of letters executed in accordance with Section 5.3, below, GS/OAS may assign certain functions to the YABT, such as the delivery of technical cooperation to OAS Member States for activities emanating from mandates to the Organization from the Presidential Summits, or any other activity of mutual interest and benefit to GS/OAS and the YABT.

4.4 GS/OAS shall transmit to the YABT copies of its publications and documents relating to the common activities of the Parties.

4.5 To the extent permitted under the applicable rules and regulations, GS/OAS shall invite the YABT to send observers to its public meetings and to those of other OAS Organs on matters of mutual interest.

4.6 GS/OAS shall participate with the YABT in joint activities and projects which are consistent with GS/OAS's purposes and functions in areas of common interest, and which further the common objectives of the Parties.

4.7 GS/OAS shall cooperate with the YABT in formulating, designating, and implementing projects of mutual interest.

4.8 GS/OAS shall consider recommendations made by the YABT for inclusion of projects of common interest in GS/OAS' proposed Program Budget and the strategic plans for technical cooperation.

4.9 GS/OAS agrees that the YABT may feature the OAS logo and related graphical representations on the YABT's letterhead and on other publications and items provided that the YABT's activities are in furtherance of the common interest of the Parties.

ARTICLE V:
GENERAL PROVISIONS

5.1 Each Party shall appoint a liaison officer who will serve as its representative for receiving and providing information and processing requests between the Parties in relation to the implementation of this Agreement. As needed, the GS/OAS liaison officer shall arrange for the participation of the various GS/OAS departments, units, or offices ("GS/OAS Offices") in addressing topics of mutual interest to the Parties that fall within the GS/OAS Offices' respective responsibilities and areas of administrative competence. Each Party shall notify the other in writing of this appointment and any changes thereof.

Cooperative Agreement Between The Young Americas Business Trust and the GS/OAS

5.2 The Parties shall enter into a separate Memorandum of Understanding, Project Agreement, or exchange of letters, for each joint GS/OAS-YABT Project in which they participate. Each such document shall identify the sources of financing for the project, scope of work, and the respective obligations, rights, and privileges of the Parties.

5.3 Any controversy over the interpretation or implementation of this Agreement shall be resolved by mutual agreement between the Parties; however, in the event no such agreement is possible, the matter shall be submitted to binding arbitration in Washington, DC, in accordance with the rules and procedures of the Inter-American Commercial Arbitration Commission.

5.4 This Agreement may be modified or amended by subsequent agreement of the Parties, provided that such modifications or amendments are in writing, executed by the officials authorized to do so, dated, and affixed to this Agreement.

5.5 This Agreement 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 sixty days advanced written notice to the other, may terminate this Agreement.

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

THE YOUNG AMERICAS BUSINESS TRUST

THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES

Jean W. Hyde
Chair, Board of Directors
Young Americas Business Trust

[Signature]
Secretary General
Organization of American States

Date: *August 3, 1999*
Location: *Raleigh, N.C.*

Date: *August 13, 1999*
Location: *Washington DC*