

Acuerdos Bilaterales

Clasificación: 43-2004

Fecha de Ingreso: 1 de abril de 2004

Nombre de Acuerdo: Cooperation Agreement to Support the Implementation of the United Nations Convention to Combat Desertification in Latin America and the Caribbean

Materia: Medio Ambiente

Partes: SG/OEA & The Global Mechanism of the United Nations Convention to Combat Desertification

Referencia: GMUNCCD

Fecha de Firma: 2/25/2004

Fecha de Inicio: 2/25/2004

Fecha de Terminación:

Lugar de Firma: Rome, Italy / Washington, D.C

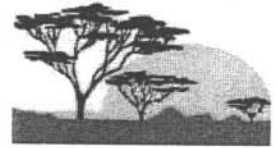
Unidad Encargada:

Persona Encargada:

Original:

Claves:

Cierre del proceso:



COOPERATION AGREEMENT BETWEEN THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES THROUGH ITS UNIT FOR SUSTAINABLE DEVELOPMENT AND ENVIRONMENT

AND

THE GLOBAL MECHANISM OF THE UNITED NATIONS CONVENTION TO COMBAT DESERTIFICATION

TO SUPPORT THE IMPLEMENTATION OF THE UNITED NATIONS CONVENTION TO COMBAT DESERTIFICATION IN LATIN AMERICA AND THE CARIBBEAN

The Parties to this Agreement, the General Secretariat of the Organization of American States (“GS/OAS”), through its Unit for Sustainable Development and Environment (“USDE”), and the Global Mechanism of the United Nations Convention to Combat Desertification (“GM”):

Considering that the USDE is the principal technical arm responsible for meeting the needs of the OAS member states in matters of sustainable development;

Taking into account that USDE’s areas of concern include transboundary water resource management, reduction of vulnerability to natural hazards, climate change and sea-level rise, coastal-zones management, renewable-energy planning, and biodiversity and public participation in decision-making;

Recognizing that USDE is capable of supporting the efforts of the OAS Member States in planning and managing national and international multi-resource and transboundary sustainable development projects, and that the GS/OAS provides technical services in support of the mandates of the OAS governing bodies, related to sustainable development;

Recognizing that the United Nations Convention to Combat Desertification and Drought (“UNCCD”), describes its objective as follows: “combat desertification and mitigate the effects of drought in countries experiencing serious drought and/or desertification through effective action at all levels, supported by international co-operation and partnership arrangements... ..with a view to contributing to the achievement of sustainable development in affected areas”;

Bearing in mind that, as part of the solution to combating desertification and drought, the GM was created under the authority of the Conference of the Parties to the UNCCD to mobilize technical and financial resources for the implementation of the Convention;

Taking into account that all the countries in Latin America and the Caribbean (LAC) have ratified the Convention;

Recognizing that desertification is a process affecting all existing ecosystems including arid, semi-arid and sub-humid areas in LAC and that land degradation becomes a priority issue in light of

past and present development policies, programs, and implemented actions, with their social, economic and environmental implications;

Recognizing that poverty is also concentrated in regions where a large proportion of the population is indigenous, and that the causes and effects of desertification are related to poverty;

Agree, in accordance with the above considerations, to the following terms and conditions:

ARTICLE I. OBJECTIVES

1.1. The general purposes of this Agreement are:

- a. To promote cooperative and joint operations leading to an improved management of natural resources and sustainable development in LAC countries, within the framework of the UNCCD implementation process and mandate of the GS/OAS;
- b. To promote cooperation based on concerted efforts/resources as well as on comparative advantages of the Parties in Central America, the Caribbean, and South America; and
- c. To provide a framework for the cooperation of the Parties that can be modified and extended on the basis of needs and support and by mutual agreement between them.

1.2 The specific purposes of the cooperation include:

- a. To coordinate actions to support a more effective implementation of the UNCCD in LAC through governmental and non-governmental organizations, regional institutions and other institutions;
- b. To promote the integration of UNCCD issues in the environmental agendas of the GS/OAS, under the framework of already existent strategies, programs, projects and integrated activities;
- c. To identify opportunities for the development of activities related to the priorities of the Summits of the Americas and the Inter-American Program on Sustainable Development (PIDS);
- d. To promote multi-participatory partnership platforms with different stakeholders (federal, state and municipal administrations, UN agencies, bilateral and multilateral organizations, private sector and civil society);
- e. To support the mobilization of technical and financial resources contributing to the strategic planning, design and implementation of initiatives oriented towards rural poverty alleviation, sustainable use of natural resources, and rehabilitation of land degraded areas. This also includes the conservation of biodiversity based on the following four main cross-cutting themes:
 - (i) involvement of local and indigenous communities in sustainable development issues;
 - (ii) reduction of natural hazard vulnerability;
 - (iii) integrated management of water resources, considering watersheds as the basic planning unit; and
 - (iv) definition of linkages between land degradation and adaptation to climate change processes.

- f. To exchange information and experiences in relation to initiatives at national, sub-regional, and regional levels in the targeted sub-regions;
- g. To strength and/or develop the capacities of civil society organizations addressing the needs of affected groups (particularly local and indigenous communities) with the purpose of improving the livelihoods of local populations; and
- h. To promote the integration of traditional knowledge and technologies into planned and on-going activities.

ARTICLE II. COOPERATION ACTIVITIES

2.1. Cooperation under this Agreement should include exchanges of technical information, visits, training, and cooperative research consistent with ongoing programs of the Parties. Specific areas of cooperation may include, but are not limited to, areas of mutual interest such as:

- a. Technical support to the UNCCD in LAC, GS/OAS and the National Focal Points of the Inter-American Water Resources Network ("IWRN"), so as to enhance their capacities in the design and implementation of action programs at national, sub-regional and regional level through a multi participatory approach involving all relevant actors involved;
- b. The identification of linkages and complementarities with planned and on-going initiatives, in order to establish operational base lines on which to build the resource mobilization and partnership processes, taking advantage of synergies between UNCCD and GS/OAS principles and the issues dealt with by the other environmental conventions (i.e. biodiversity, conservation, wetlands management) at national, sub-regional, and regional levels;
- c. The identification of new investment opportunities based on the development of project proposals related to the above-mentioned cross-cutting themes in the geographical areas agreed by the Parties, taking advantage of synergies between Multilateral Environmental Agreements, and the priority areas defined by the Inter-American Program for Sustainable Development;
- d. The exploration of possibilities for incorporating private foundations/corporations and other new partners as co-financiers of local community projects;
- e. The dissemination of information and promotion of knowledge-sharing and the exchange of best practices through existent regional and sub-regional information exchange networks and through seminars, workshops, and roundtables;
- f. The design and execution of activities in relation to the priorities of the Committee of Science and Technology of the UNCCD, so as to identify model indicators on land degradation and early warning systems in the previously identified geographical areas, and consistent with the defined cross-cutting themes above, to give relevance to OAS Global Environmental Facility ("OAS/GEF" water projects under Subprogram 2 – early warning (PROCUENCA San Juan, among others));
- g. The identification and support of initiatives related to OAS/GEF program areas, taking in consideration the recent OAS/GEF proposal to create a specific window for desertification and deforestation, and potential benefits from the GS/OAS as the program's executing agency;

- h. The identification of potential niches of investment opportunities regarding transboundary river basins and its ecosystems, affected by land degradation and natural hazards; and
- i. The involvement of other international institutions under the framework of the UNCCD through the establishment of partnership platforms/roundtables, taking advantage of the partnership networks already established by the USDE and the GM with the purpose of defining a common strategy of mutual cooperation and of leveraging financial and technical resources

ARTICLE III. RESOURCE AVAILABILITY AND WORK MODALITIES

3.1. Cooperative activities under this Agreement are subject to the availability of personnel, resources, and funds.

3.2. This Agreement does not obligate any particular expenditure or commitment of resources or personnel. Prior to commencing any cooperation activity other than the exchange of technical information or visits of individuals under this Agreement involving the direct expenditure of resources, the Parties shall prepare a joint Overall Program of Work ("OPOW"). This Program shall set out any financial and other binding obligations with respect to proposed activities.

3.3. The Parties will implement the OPOW detailing specific actions and timeframe for each of the geographical areas identified in Article I, based on the activities of collaboration identified in the same Article.

3.4. The Parties will evaluate both progress and constraints in the implementation of the OPOW, in order to issue an annual progress report of activities, which will serve as a guideline for the development of the annual work plans for the subsequent periods.

3.5. The names of the contact persons in charge of the execution of the present Agreement and the coordination and evaluation of the activities derived from the same are the following:

a. ***For the GM:***

Ms Ana T. Saez
 Program Manager
 Latin America and Caribbean
 The Global Mechanism of the UNCCD
 Via del Serafico 107
 00142-Rome, Italy
 Tel: (+3906) 54592150
 Fax: (+3906) 54592135
 E-mail: a.saez@ifad.org

b. ***For USDE:***

Mr Stephen O. Bender
 Chief, Geographic Area III (Central America)
 Unit for Sustainable Development and Environment
 General Secretariat of the Organization of American States
 1889 F Street, NW, Suite 621
 Washington, DC 20006 USA
 Tel: (202) 458-6295
 Fax: (202) 458-3560/3168

E-mail: sbender@oas.org

3.6. Either Party may change its contact person by prior written notice to the other.

3.7. Each Party must undertake the activities under this Agreement in accordance with its respective rules, practices, and procedures.

3.8. The information and data exchange between the Parties will be of a non-proprietary nature. In the unlikely event of a change in the status of information and data exchanged, the Parties shall immediately consult with each other concerning the change.

3.9. Information transmitted by one Party to the other under this Agreement shall be accurate to the best knowledge and belief of the transmitting Party, but the transmitting Party does not warrant the suitability of the information transmitted for any particular use or application by the receiving Party or by any third Party.

ARTICLE IV. DISPUTES AND MODIFICATIONS

4.1. All written disputes between the Parties arising out of, or in connection with the Agreement, or the breach thereof, should be settled primarily by mutual decision.

4.2. The present Agreement can only be modified by means of a written agreement signed and dated by the Parties.

ARTICLE V. OTHER GENERAL CONDITIONS

5.1. This Agreement will enter into force upon its signature by both Parties and shall remain in full force and effect until agreed upon by both Parties. Either Party may terminate this Agreement by giving thirty day's advanced written notice to the other.

5.2. Nothing in this Agreement constitutes a waiver, express or implied, of the privileges and immunities of the Parties, their employees, and their officials..

5.3. This Agreement does not constitute an International Treaty; and does not generate enforceable legal obligations between the Parties.

5.4. All correspondence of official character relative to the present Cooperation Agreement must be directed to the following representatives of the Parties:

a. ***For GM:***

Mr Per Rydén
 Managing Director
 The Global Mechanism of the UNCCD
 Via del Serafico 107
 00142-Rome, Italy
 Tel: (+3906) 5459-2129
 Fax: (+3906) 5459-2135
 Email: p.ryden@ifad.org

And with copy Ana T. Saez at the address sated in Article 3.5(a) above.

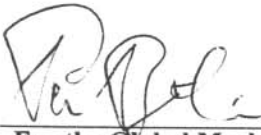
b. **For USDE:**

Thomas Scott Vaughan
Director
Unit for Sustainable Development and Environment
General Secretariat of the Organization of American States
1889 F Street, NW, Suite 610
Washington, DC 20006
USA
Tel: (202) 458-6248
Fax: (202) 458-3560/3168

And with copy to Stephen O. Bender at the address stated in Article 3.5(b) above.

5.5 Either Party may replace the person that has been designated under this Article by giving advanced written notice to the other.

Signed by the duly appointed representatives of the Parties in duplicate originals at the place and on the date indicated below,



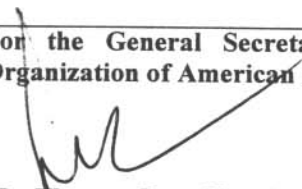
For the Global Mechanism

Mr. Per Rydén
Managing Director

Date February 25, 2004

Place Rome, Italy

For the General Secretariat of the
Organization of American States



Mr. Thomas Scott Vaughan
Director
Unit for Sustainable Development and
Environment

Date February 6, 2004

Place WASHINGTON, DC