

## Acuerdos Bilaterales

Clasificación: 48-2004

Fecha de Ingreso: 16 de junio de 2004

Nombre de Acuerdo: Cooperative Agreement

Materia: Relaciones Generales de Cooperación

Partes: SG/OEA & The Trust for the Americas

Referencia: TA

Fecha de Firma: 9/18/1998

Fecha de Inicio: 9/18/1998

Fecha de Terminación:

Lugar de Firma:

Unidad Encargada:

Persona Encargada:

Original:

Claves:

Cierre del proceso:

**COOPERATIVE AGREEMENT**  
**Between**  
**THE TRUST FOR THE AMERICAS**  
**And The**  
**GENERAL SECRETARIAT OF THE ORGANIZATION**  
**OF AMERICAN STATES**

**The Parties to this Agreement**, The Trust for the Americas ("The Trust"), a nonprofit corporation incorporated in the District of Columbia, with offices at 1889 F Street, NW, 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 Trust include promoting integral development and combating poverty in the Western Hemisphere through programs, projects, and activities focused on social development and the creation of productive employment, education, economic diversification and integration, trade liberalization and market access, scientific exchanges and technology transfer, strengthening of democratic institutions, tourism, sustainable development and protection of the environment, and culture, and that The Trust seeks to:

1. Strengthen hemispheric dialogue for development;
2. Strengthen cooperation for development among institutions operating in the Western Hemisphere;
3. Increase the exchange of knowledge, information, and experiences;
4. Strengthen and diversify the financing for partnership for development;
5. Strengthen regional and sub-regional integration; and,
6. Solicit and provide funds, services, or contributions in-kind for all the above-mentioned purposes from public and private entities.

**Taking into account**, that the 1994 and 1998 Summits of the Americas reaffirmed the mandates of the Organization of American States ("OAS") to assist the OAS member states in implementing the pledges of the government leaders of the Hemisphere in areas such as 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 OAS and AG/RES. 57 (I-O/71), GS/OAS is authorized to establish cooperative relations with non-governmental organizations ("NGO's") to facilitate cooperation in areas of common interest.

**Have agreed**,

### **ARTICLE I:** **GENERAL COLLABORATION**

1.1 The Parties shall cooperate mutually to conduct, support, and develop inter-American cultural, scientific, and educational activities associated with the strategic plan of the Inter-American Council for Integral Development.

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 TRUST'S CORPORATE INSTRUMENTS**

2.1 The Trust is an entity separate and apart from GS/OAS, and it is competent to modify and amend its Bylaws 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 Trust shall give GS/OAS thirty (30) days advance notice in writing prior to the implementation of any such amendments and/or modifications.

**ARTICLE III:  
OBLIGATIONS AND RESPONSIBILITIES OF THE TRUST**

3.1 The Trust shall cooperate with and work with GS/OAS in identifying areas of collaboration related to priorities established by the strategic plan of the Inter-American Council for Integral Development.

3.2 The Trust shall assist GS/OAS in presenting the strategic plan of the Inter-American Council for Integral Development to private sector and other donors through fund-raising and other activities.

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

3.4 The Trust shall attempt to obtain human, material, and financial resources for the execution of and participation in the strategic plan of the Inter-American Council for Integral Development through projects which have been approved by GS/OAS and/or by other respective Councils and Conferences of the OAS.

3.5 The Trust shall inform the GS/OAS liaison officer in advance of its 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 Trust shall present an annual report to the OAS Secretary General and to the OAS Permanent Council containing a description of The Trust's activities with GS/OAS during the prior year; a discussion of the Trust's other activities; a list of the Trust's current officers and Directors; copies of any changes in the Trust's Articles of Incorporation and/or Bylaws; 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 Trust during the upcoming 12 months and any long-range plans for future projects.

3.7 The Trust 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 Trust through the provision of financial, material, and staff support to enable The Trust to accomplish its objectives. This support may include, for example, financial contributions for administrative and program activities, provision of office space and equipment for The Trust's operations, and the provision of services such as telephone, Internet, messenger, transportation, and maintenance. This support may also include, for example, funding for projects consistent with the objectives of GS/OAS and The Trust, as well as assistance in the planning for and the development of new projects, and the provision of technical staff to plan, implement, and evaluate such projects. Projects may be funded entirely by GS/OAS or jointly funded by GS/OAS and The Trust and/or funded in whole or in part by third parties.

4.2 Subject to availability and without prejudicing GS/OAS' operations, GS/OAS may also contribute to the overall development of The Trust 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 assignment of staff to The Trust.

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 Trust, such as: (a) the delivery of technical cooperation to OAS member states as a part of the implementation of the goals of the Inter-American Council for Integral Development; (b) other activities emanating from mandates to the OAS from the Summits of the Americas; or (c) any other activity of mutual interest and benefit to GS/OAS and The Trust.

4.4 GS/OAS shall transmit to The Trust 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 Trust 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 Trust 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 Trust in formulating, designating, and implementing projects of mutual interest.

4.8 GS/OAS shall consider recommendations made by The Trust for inclusion of projects of common interest in GS/OAS' proposed Program Budget and the strategic plan of the Inter-American Council for Integral Development.

4.9 Pursuant to Memoranda of Understanding, Project Agreements, or the exchange of letters executed in accordance with Section 5.3, below, the Parties may enter into project agreements dealing with levels of support to be provided by the various technical units and departments at GS/OAS.

4.10 GS/OAS agrees that The Trust may feature the OAS logo and related graphical representations on The Trust's letterhead and on other publications and items provided that The Trust'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 shall 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 GS/OAS departments, units, or offices in addressing topics of mutual interest to the Parties that fall within the GS/OAS Offices' respective responsibilities or areas of administrative competence. Each Party shall promptly notify the other in writing of the appointment of its liaison officer and of any changes thereof.

5.2 Upon this agreement becoming effective, the GS/OAS Treasurer shall become the Treasurer of the Trust.

5.3 The Parties shall enter into a separate Memorandum of Understanding, Project Agreement, or exchange of letters, for each joint GS/OAS-Trust 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.

5.4 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.

5.5 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.

5.6 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.

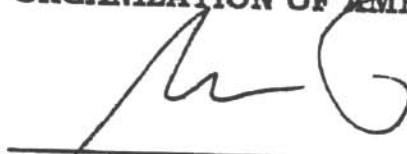
**IN WITNESS WHEREOF**, the duly authorized representatives of the Parties subscribe to two duplicate originals of this Agreement, each equally valid on the date and place indicated below.

**THE TRUST FOR THE AMERICAS**

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



\_\_\_\_\_  
Title: **President of the  
Board of Directors**



\_\_\_\_\_  
Title: **Secretary General**

Date: Sept 18, 1998

Date: Sept. 18, 1998