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**COOPERATION AGREEMENT FOR CREATION OF THE NETWORK OF LEGISLATIVE
LEADERS OF THE AMERICAS BETWEEN THE GENERAL SECRETARIAT OF THE
ORGANIZATION OF AMERICAN STATES AND THE INTER-AMERICAN DIALOGUE**
(Firmado el 23 de octubre de 1997)

Acuerdos Bilaterales

Número: 56-97

Fecha de Ingreso: 27 de octubre de 1997

Nombre de Acuerdo: Cooperation Agreement for Creation of the Network of Legislative Leaders of the Americas between the General Secretariat of the Organization of American States and the Inter-American Dialogue

Partes: SG/OEA & Inter-American Dialogue

Referencia: Inter-American Dialogue

Acto: Firma

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Unidad Encargada:

Persona Encargada:

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Diligencias:

1. **Discurso:**
2. **Recabo:**
3. **Archivo:**
4. **Registro:**

Cierre del proceso:

COOPERATION AGREEMENT FOR CREATION OF

THE NETWORK OF LEGISLATIVE LEADERS
OF THE AMERICAS

BETWEEN

THE GENERAL SECRETARIAT OF THE
ORGANIZATION OF AMERICAN STATES

AND

THE INTER-AMERICAN DIALOGUE

The Parties to this Cooperation 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 the Inter-American Dialogue ("IAD"), a not for profit corporation located at 1211 Connecticut Avenue, N.W., Suite 510, Washington, D.C., 20036.

Recognizing that the Parties are interested in establishing a permanent "Network of Legislative Leaders of the Americas" (the "Network") in order to enable legislators from across the hemisphere to exchange perspectives and information and to find common ground on important hemispheric issues while beginning to build a basis for more constructive and cooperative approaches to the problems and opportunities confronting the Americas.

Considering that the Parties have concluded that the creation of the Network can best proceed in two phases: Phase I - - establishment of a Network Steering Committee and also the planning for and the holding of the first annual meeting of the Network of Legislative Leaders of the Americas at the OAS in Washington, D.C.; and Phase II -- establishment of a permanent infrastructure for governance of the Network, including, but not limited to, administering and financing the Network, procedures for identifying legislators to be included at future annual meetings of the Network, and procedures for selecting topics to be considered at the annual meeting, as well as mechanisms for maintaining continuing relations and networking between legislators;

Have agreed to the following terms:

ARTICLE I
PROJECT OBJECTIVES

1.1 The objectives of The Network of Legislative Leaders of the Americas are:

1.1.1 To establish within the framework of the General Secretariat of the Organization of American States, an annual meeting of legislative leaders of the Americas at which the leaders will discuss substantive policy matters such as human rights, democratic development, trade and finance, economic integration, security challenges, the drug problem, environmental concerns, and social development.

1.1.2 To enable legislators from across the hemisphere to exchange perspectives and to find common ground on important hemispheric issues while beginning to build a basis for more constructive and cooperative approaches to the problems and opportunities confronting the Americas;

1.1.3 To provide an opportunity for Caribbean and Latin American legislators to play an enhanced role in the formulation of foreign policy, and in particular, vis a vis relations among the nations of the hemisphere;

1.1.4 To help build greater awareness among United States congressional leaders concerning hemispheric relations;

1.1.5 To enable Latin American and Caribbean participants to learn more about the role that the United States Congress and the Canadian Parliament play in the foreign policy of their respective nations;

1.1.6. To reinforce and enhance the role of the General Secretariat of the Organization of American States as the principal forum for high-level dialogue in the Hemisphere and the locus for exchanges of knowledge and of experiences among representatives of government institutions.

ARTICLE II
SCOPE OF AGREEMENT

2.1 The scope of this Agreement is: (1) to set out the mutual obligations of the parties in Phase I of the Project; (2) to establish the Network Steering Committee; (3) to plan for and hold the first Annual Meeting of the Legislative Network; and (4) to set out an agenda for developing a plan of action for implementing Phase II -- establishment of a permanent infrastructure for governance of the Network, including, but not limited to, administering and financing the Network, procedures for identifying and recruiting legislators to be included at future annual meetings of the Network, and procedures for

selecting topics to be considered at the Annual Meeting, as well as creation of mechanisms for maintaining continuing relations and networking between legislators. The implementation of Phase II, if agreed upon, will require additional agreements.

ARTICLE III
THE STEERING COMMITTEE FOR PHASE I

3.1 The Steering Committee will be selected by the IAD.

3.2 The Steering Committee shall be composed of 17 to 23 distinguished congressional leaders currently serving in their respective national congresses. In addition, the Committee shall include the Secretary General of the Organization of American States or his designated representative.

3.3 The congressional leaders selected to be members of the Steering Committee shall be a politically diverse group, selected for their competence, stature, energy, and commitment to international issues. Membership will be drawn equitably from the United States, Canada, Central America, South America, and the Caribbean.

3.4 The Honorary Chairman of the Steering Committee will be the Secretary General of the OAS. The Chair and Vice Chair of the Committee will be elected by a majority vote of the Committee members present at the first meeting of the Steering Committee.

3.5 The Steering Committee will be responsible for:

a. considering, and approving with appropriate modification, proposals presented for its consideration by the IAD and the GS/OAS regarding the participation, timing, organization, and agenda of the first Annual Meeting of the Network; and

b. providing general oversight of Phase I.

3.6 The Steering Committee will approve the selection of legislators to be invited to participate in the activities of the Network.

3.6.1 As part of that process, the IAD, in consultation with the GS/OAS, will develop a proposed list of candidates to be invited to the first Annual Meeting of the Network. The list will be presented to the Steering Committee for its consideration; provided, however, that the Committee also may consider legislators recommended by individual Committee members.

3.6.2 In its selection of candidate legislators for participation in the Network, the Steering Committee will be asked to consider the following criteria:

- Political diversity of the Network.
- Potential influence of individual candidates and of the Network as a whole on national and hemispheric agenda, based on legislative positions held (heads of parliament or congress, chairs of relevant committees, etc.), involvement in inter-American affairs, and overall stature in their respective countries and/or in the hemisphere.
- Participation of the largest possible number of countries from the hemisphere.
- Adequate representation of women legislators among network participants.
- Inclusion of legislative leaders representing under-represented and/or minority groups.

3.6.3 Participation in the initial Network is expected to be approximately 70 legislators.

3.6.4 The IAD and GS/OAS will also make recommendations to the Steering Committee to encourage the participation and support of other institutions within the American hemisphere such as the Inter-American Development Bank and of other regional entities such as the Central American Parliament, the Latin American Parliament, the Andean Parliament, and the Assembly of Caribbean Parliamentarians.

3.7 Each legislator who is a member of the Steering Committee will, as part of his/her service on the Committee, actively promote the first annual meeting of the Network.

ARTICLE IV SPECIFIC OBLIGATIONS OF THE INTER-AMERICAN DIALOGUE

4.1 The IAD will be responsible for the successful conceptualization, development, and implementation of Phase I, based upon the parameters set out in this Agreement and those subsequently agreed upon with the GS/OAS.

4.2 The IAD will be responsible for developing and supervising the preparation of the necessary background material for the Steering Committee and for the first Annual Meeting of the Network.

4.3 The IAD will handle the organizational and logistical details of the Steering Committee meetings and of the first Annual Meeting of the Network.

4.4 The IAD will seek to raise donations in support of the Implementation of Phase I and for the possible continuation of the Project into Phase II.

4.6. The IAD will provide all finances necessary for Phase I in excess of the US\$200,000 provided by the GS/OAS for that Phase.

**ARTICLE V
SPECIFIC OBLIGATIONS OF GS/OAS**

5.1. The GS/OAS will have overall supervision, guidance, and approval responsibility with regard to Phase I. GS/OAS will perform these functions through GS/OAS' Unit for the Promotion of Democracy, with the support of GS/OAS' Office of External Relations, or through such other agency(ies) as is(are) designated by the Office of the Secretary General.

5.2 The GS/OAS will convene the Steering Committee, the Network, and the first Annual Meeting of the Network.

5.3 GS/OAS will provide up to US\$200,000 (two hundred thousand dollars) in financial support for Phase I. This money shall be used in accordance with the Budget set forth in Attachment A, hereto. Any variation in the Budget of more than 5.0% (five percent) must be approved in writing by GS/OAS.

5.4. The GS/OAS also will provide facilities for holding the Steering Committee meetings and for the holding of the First Annual Meeting of the Network.

**ARTICLE VI
PUBLIC RELATIONS AND PUBLICATIONS**

6.1 All public relations materials and other publications referring to the Network will refer to establishment of the Network as a joint activity, project, or program of the General Secretariat of the Organization of American States, and of the Inter-American Dialogue.

6.2 The Parties shall be joint owners of the copyright to any and all logos and public relations materials produced for the Network, as well as all publications, tapes, transcripts, computer files, films, and other materials recording the proceedings of the Annual meeting, and each hereby gives to the other an unlimited license to use, reproduce, sell, or otherwise dispose of those materials.

**ARTICLE VII
PROJECT COORDINATION**

7.1 Each Party will appoint a Project Coordinator who will

work with the Project Coordinator of the other Party in assuring the successful implementation of this Project. The Project Coordinators, or their respective representatives, will communicate regularly on Project developments and shall meet as they mutually deem necessary in Washington, D.C. for that purpose and to carry out other Project functions.

7.2 The Project Coordinator for GS/OAS shall be Ms. Elizabeth Spehar, Unit for the Promotion of Democracy, General Secretariat of the Organization of American States, 1889 F. Street, Washington, D.C., N.W. 20006, tel.: (202) 458-3589; fax: (202) 458-6250; E-mail address: "ESpehar@oas.org".

7.3 The Project Coordinator for the IAD shall be Ms. Lillian Pubillones Nolan, Inter-American Dialogue, 1211 Connecticut Avenue, N.W., Suite 510, Washington, D.C., 20036, tel.: (202) 463-2572; fax: 202-822-9553; E-mail address: "lillian@iadialog.org".

7.4 Any party may notify the other of a change in the Project Coordinator by written notice.

7.5 All written notices required under this Agreement shall be addressed to the corresponding Project Coordinator.

ARTICLE VIII PLANNING FOR PHASE II

8.1 The Project Coordinators, or their respective representatives, shall meet periodically while this Agreement is in force to develop a Plan of Action for establishing the Project Governance Mechanism necessary for institutionalizing the Project, including the recruitment mechanism and the development of a sustaining alumni network which will serve as a resource basis for future hemispheric development and Project maintenance.

8.2 The parties will decide before this Agreement expires whether to adopt the Plan of Action proposed by the Project Coordinators.

ARTICLE IX MANAGEMENT OF PROJECT FINANCES

9.1. As stated in Paragraph 5.3, above, the Budget for Phase I is contained in Attachment A, hereto. However, as also stated in Paragraph 5.3, any variation in the Budget of more than 5.0% must be approved in writing by GS/OAS.

9.2 Within one week of signing this Agreement, GS/OAS shall advance to the IAD the sum of US\$100,000 (one hundred thousand dollars), which is one-half of GS/OAS' monetary obligation under this Agreement.

9.3. If the IAD has satisfactorily met its obligations under this Agreement, GS/OAS shall advance to the IAD the final US\$100,000 two weeks before the opening day of the First Annual meeting of the Network is convened in Washington, D.C.

9.4 All funds, endowments, and contributions received by the GS/OAS from third parties for the express purpose of supporting the Network shall be deposited by GS/OAS in a special interest bearing Project Trust Account ("GS-PTA") separate from the GS/OAS' other accounts and assets. Interest generated by the GS-PTA shall be deposited in that account.

9.5 All funds, endowments, and contributions received by the IAD from third parties for the express purpose of supporting the Network shall be deposited by the IAD in a special interest bearing Project Trust Account ("IAD-PTA") separate from the IAD's other accounts and assets. The money in the IAD-PTA may be used by the IAD to pay for items in the approved Project Budget and for such other matters related to the Project as are agreed to by the Parties. Interest generated by the IAD-PTA shall be deposited in that account.

a. If, at the end of Phase I, any money remains in the IAD-PTA, the IAD shall transfer that money to the GS/OAS for placement in the GS-PTA.

9.6 The balance of the GS-PTA not used for Phase I shall be maintained for financing Phase II of the Project. If GS/OAS decides not to proceed with Phase II, the balance shall be returned proportionately to the original donors.

9.7 Upon request by the GS/OAS, the IAD periodically shall provide GS/OAS with an up-to-date accounting of all expenses and the recipients of all payments by the IAD for the period requested.

9.8 Both GS/OAS and the IAD shall periodically provide the other Party with an up-to-date statement regarding the donations received for the Network, identifying the specific origin and the amount of all income, including interest.

ARTICLE X BUDGETARY LIMITATIONS

10.1 The financial obligations incurred by each Party as a result of this Agreement are subject to approval by its respective governing body. Nothing in this Agreement shall limit the authority of the governing bodies of either Party to adopt, modify, or amend that Party's Program Budget in accordance with its financial realities and other priorities.

**ARTICLE XI
GENERAL TERMS AND CONDITIONS**

11.1 The Parties shall attempt to resolve amicably any disputes arising in relation to the interpretation and implementation of this Agreement. In the event that proves impossible, the Parties shall resolve their differences by binding arbitration in accordance with the rules and procedures of the Inter-American Arbitration Commission, in Washington, D.C.

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

11.3 The Parties may amend this Agreement by a statement signed by their duly authorized Representatives, dated, and attached hereto.

11.4 This Agreement shall be in force for a term of one year from the date upon which it is signed by all of the Parties, but it may be extended by a statement signed by their duly authorized Representatives, dated, and attached hereto.

11.5 Notwithstanding Paragraph 11.4, above, either Party may terminate this Agreement at any time by giving sixty days' prior written notice to the other. Upon said termination, IAD shall return to GS/OAS any and all monies contributed by GS/OAS which have not yet been expended on Phase I and not otherwise irrevocably obligated to third persons for the performance of this Agreement prior to the notification of such termination.

11.6 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 duplicate originals, on the dates indicated below:

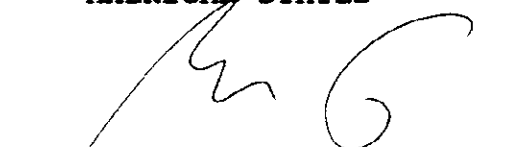
**FOR THE INTER-AMERICAN
DIALOGUE**



**Peter Hakim
President**

Date: 23 Oct. 1997

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



**César Gaviria
Secretary General**

Date: 23 Oct. 1997