

## Acuerdos Bilaterales

Clasificación: 59-2006

Fecha de Ingreso: 5 de diciembre de 2006

Nombre de Acuerdo: Memorandum of Understanding among the United Nations Children's Fund and the General Secretariat of the Organization of American States and the Inter-American Development Bank for Cooperation in the area of citizen registration

Materia:

Partes: SG/OEA & Inter-American Development Bank & United Nations Children's Fund

Referencia: IADB, UNCF

Fecha de Firma: 8 de agosto de 2006

Fecha de Inicio:

Fecha de Terminación:

Lugar de Firma:

Unidad Encargada:

Persona Encargada:

Original:

Claves:

Cierre del proceso:

**MEMORANDUM OF UNDERSTANDING**

*among*

**THE UNITED NATIONS CHILDREN'S FUND**

*and*

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

*and*

**THE INTER-AMERICAN DEVELOPMENT BANK**

*for*

**Cooperation in the area of citizen registration**

**August 8, 2006**

**MEMORANDUM OF UNDERSTANDING**  
*among*  
**THE UNITED NATIONS CHILDREN'S FUND**  
**THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES**  
*and*  
**THE INTER-AMERICAN DEVELOPMENT BANK**  
*for*  
**Cooperation in the area of citizen registration**

**WHEREAS**, the Inter-American Development Bank (hereinafter referred to as the "IDB") is a public international organization, the purpose of which is to contribute to the acceleration of the process of economic and social development of its regional developing member countries in Latin America and the Caribbean, individually and collectively;

**WHEREAS**, the United Nations Children's Fund (hereinafter referred to as "UNICEF") is an international inter-governmental organization established by the General Assembly of the United Nations by resolution No. 57(I) of 11 December 1946 as a subsidiary organ of the United Nations, that works with governments, civil society organizations and other partners world-wide to advance children's rights to survival, protection, development and participation within the framework of the Convention on the Rights of the Child and to assist communities and Governments achieve the Millennium Development Goals, including in twenty-four countries in the Latin America and Caribbean region;

**WHEREAS**, the General Secretariat of the Organization of American States (hereinafter referred to as the "GS/OAS") is the central and permanent organ of the OAS and is authorized to carry out relations of cooperation in accordance with Article 112(h) of the Charter and OAS General Assembly Resolution AG/RES. 57 (I-O/71); and the Charter of the Organization of American States (hereinafter referred to as the "OAS") recognizes *inter alia* that "representative democracy is an indispensable condition for the stability, peace and development in the region", and the GS/OAS is committed to strengthening governance through the modernization of the state and to the recognition and strengthening of the right to identity through programs and projects to increase access to citizen registration and to build capacity of institutions responsible for registration in Latin America and the Caribbean as the cornerstone of its development activities;

**NOTING THAT** the IDB, UNICEF and the GS/OAS (hereinafter collectively referred to as the "Parties") share the commitment to disseminating good practices and raising awareness of the importance of efficient systems to comprehensively document citizens in the IDB's regional developing member countries in Latin America and the Caribbean with a view towards ending the economic, political and social exclusion of undocumented citizens, and in line with the IDB's "Building Opportunity for the Majority" initiative, which is consistent with the GS/OAS emphasis on the modernization of the State; and

**NOTING FURTHER THAT** the Parties wish to formalize a basis on which they may explore opportunities for cooperation and collaboration on matters of common interest, and to render their respective activities more effective and beneficial.

**NOW, THEREFORE,** the Parties have agreed to enter into this Memorandum of Understanding (hereinafter referred to as the "MoU") as follows:

## **ARTICLE 1 Objective**

- 1.1 The objective of this MoU is to formalize a non-exclusive framework of cooperation and to facilitate collaboration between the Parties in connection with the IDB's initiative, "Building Opportunity for the Majority", and its active involvement in the area of citizen registration, together with UNICEF's vital interest in protecting the right of every child to a name and a nationality and the GS/OAS' mission to promote greater inter-American cooperation and understanding by strengthening governance and by the recognition of the right to identity. Furthermore, the Parties will join efforts in the interest of: (i) mainstreaming the issue of citizen identification and enumeration through dissemination of information and research; and (ii) supporting the modernization of civil registry systems in Latin America and the Caribbean with an aim towards improving the conditions needed to achieve universal, free and timely citizen registration for the benefit of the IDB's regional developing member countries in Latin America and the Caribbean.
- 1.2 These and any other activities agreed to between the Parties shall be subject to the respective internal objectives, functions, policies and procedures of each of the Parties.

## **ARTICLE 2 Areas of Cooperation**

The Parties may, in particular, explore the possibility of cooperating in the following areas of activity:

- 2.1 Active participation and collaboration by the Parties in the design and implementation of regional and sub-regional projects and programs in the following areas:
  - a) improvement of the collection and dissemination of data relating to birth registration in and among the Parties' common member countries in Latin America and the Caribbean, including harmonization of data across countries;
  - b) promotion of cooperation among the Parties' common member countries in Latin America and the Caribbean in order to share lessons learned and exchange experiences;

- c) support to the Parties' common member countries in Latin America and the Caribbean in the modernization of civil registry systems, including increased budget allocations, improvements in information technology, and capacity development of personnel;
  - d) promotion of initiatives that link birth registration with other social services, including health and education;
  - e) support to the Parties' common member countries in Latin America and the Caribbean in the design and implementation of public policies oriented to improve citizens' documentation;
  - f) convening action among multiple stakeholders, such as central, district and municipal governments, civil society, NGOs, private sector entities, the media and political parties in favor of free, universal and timely birth registration;
  - g) increase of public demand for improved civil registration systems through the promotion of awareness-raising public information campaigns;
  - h) exchange of information and consultation, as necessary and appropriate, in the interest of identifying additional areas in which, and the concrete activities for which, effective and practical cooperation may be possible as a means of carrying out joint activities and programs within the framework of this MoU; and
  - i) subject to each of the Parties' internal policies and procedures, coordination or information-sharing of non-project related activities such as participation in national and international events (e.g. conferences, seminars and workshops) with other organizations interested in issues described in this MoU for the purpose of future collaboration.
- 2.2 Any exchange of information between the Parties shall be subject to the internal policies and procedures of each respective organization, including those policies for the hiring of consultants and other services regarding cooperation efforts relating to this MoU.
- 2.3 Other related activities may also be agreed upon between the Parties from time to time, in writing and signed by the authorized representative of each of the Parties, and subject to each of the Parties' internal policies and procedures.

### **ARTICLE 3** **Obligations of the Parties**

- 3.1 This MoU does not represent any commitment with regard to funding on the part of the Parties. Any such commitment shall be reflected in separate agreements which may be entered into by the Parties under this MoU, to the extent prescribed by the policies and procedures of each of the Parties. Furthermore, this MoU does not represent any commitment on the part of any of the Parties to

give preferred treatment to the other(s) in any matter contemplated under this MoU or otherwise.

**ARTICLE 4**  
**Effectiveness, Amendment, Termination**  
**and Settlement of Disputes**

- 4.1 This MoU shall enter into force on the date of its signature by the Parties and will remain in effect indefinitely unless terminated by any of the Parties with a written notice to the others. Such termination shall not affect contractual obligations already entered into by any of the Parties under this MoU.
- 4.2 This MoU may be amended only by written consent of the Parties hereto.
- 4.3 The Parties will seek to settle amicably any disputes that may arise from or relate to the interpretation or implementation of this MoU. In the event a resolution cannot be reached, the executive heads of all three Parties or their duly authorized representatives, shall confer and reach a mutually acceptable resolution which shall be binding and unreviewable.

**ARTICLE 5**  
**Channel of Communication and Notice**

- 5.1 For the purpose of facilitating the implementation of the working arrangements to be established by the Parties of this MoU, the channel of communication for the Parties shall be:

5.1.1 For the IDB:

Inter-American Development Bank  
Attention: Chief, Office of the Presidency  
1300 New York Avenue, NW  
Washington, D.C. 20577  
UNITED STATES OF AMERICA  
Telephone: + 1 (202) 623-1598  
Facsimile: + 1 (202) 623-1799

5.1.2 For UNICEF:

United Nations Children's Fund  
Attention: The Regional Director, TACRO, Panama  
Edificio 131  
Avenida Morse  
Ciudad del Saber  
Panamá City, Republica de Panamá  
Telephone: +507-317.0257  
Facsimile: +507-317.0258

With a copy to:  
United Nations Children's Fund  
Attention: Director, Programme Division  
Three United Nations Plaza  
New York, New York 10017  
UNITED STATES OF AMERICA  
Telephone: +1 (212) 326-7000  
Facsimile: +1 (212) 326-7758

5.1.3 For the GS/OAS:

General Secretariat of the  
Organization of American States  
Attention: Secretariat for Political Affairs  
1889 F Street, N.W.  
Washington, D.C. 20006  
UNITED STATES OF AMERICA  
Telephone: +1 (202) 458-6385  
Facsimile: +1 (202) 458-3358

- 5.2 Any party hereto may, by notice in writing to the other Parties, designate additional representatives or substitute other representatives for those designated in section 5.1 of this Article.

**ARTICLE 6**  
**Privileges and Immunities**

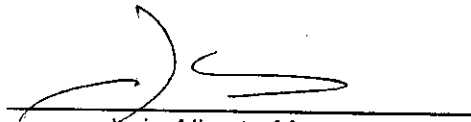
- 6.1 Each of the Parties recognize the privileges and immunities enjoyed by each of them, their personnel and their assets. Nothing in this MoU constitutes an express or implied waiver by any of the Parties to this MoU, of the privileges and immunities of any of them or their personnel under the Convention on the Privileges and Immunities of the United Nations, the Charters of the OAS and the IDB, the corresponding international agreements on privileges and immunities, the domestic law of any state, or under International law.

**ARTICLE 7**  
**Miscellaneous**

- 7.1 Pursuant to the Parties' policies and procedures with respect to the disclosure of information, the Parties may make this MoU publicly available.

IN WITNESS WHEREOF, the Parties hereto, each acting through its duly authorized representative, have signed this Memorandum of Understanding in three (3) original counterparts in the English language, in Bogotá, Colombia on this 8<sup>th</sup> day of August, 2006.


**INTER-AMERICAN  
DEVELOPMENT BANK**



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Luis Alberto Moreno  
President


**UNITED NATIONS  
CHILDREN'S FUND**



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Adh M. Veneman  
Executive Director

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



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José Miguel Insulza  
Secretary General