

ACUERDOS BILATERALES

Clasificación: 81-2009

Fecha de Ingreso: July 27, 2009

Nombre del Acuerdo: Agreement between the General Secretariat of the Organization of American States the Institute of the Americas

Materia: Framework for the Development of joint projects for improving and strengthening the capabilities of Member States in areas of mutual interest

Partes: SG/OEA & The Institute of the Americas

Referencia: The Institute of the Americas

Fecha de Firma: July 13, 2009

Fecha de Inicio:

Fecha de Terminación:

Lugar de Firma: San Diego, California

Unidad Encargada: Executive Secretary for Integral Development

Persona Encargada: Alfonso Quiñonez

Original:

Claves:

Cierre del proceso:

Notas adicionales:

MEMORANDUM OF UNDERSTANDING

Between



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

And

THE INSTITUTE OF THE AMERICAS

MEMORANDUM OF UNDERSTANDING

THE PARTIES,, the General Secretariat of the Organization of American States ("GS/OAS"), a public international organization with headquarters in Washington, D.C., through its Executive Secretariat for Integral Development, and the Institute of the Americas ("IOA"), a non-profit corporation formed under the laws of the State of California and recognized as a Section 501(c)(3) organization under the Internal Revenue Code of the United States of America,

Whereas the GS/OAS is the central and permanent organ of the Organization of American States ("OAS");

Whereas the principal purposes of the OAS, as set out in its Charter are maintaining peace and security in the Americas through the strengthening of democracy and governmental institutions, providing mechanisms for the peaceful resolution of disputes which arise among its Member States, and promoting and facilitating cooperation for integral development;

Whereas pursuant to its mandate to strengthen democracy and other governmental institutions, GS/OAS has established programs for improving the science and technology capabilities of Member States; and

Whereas the primary objective of the IOA is promoting cooperation between the public and private sectors for improving economic, political and social well-being within the OAS Member States, and in pursuit of that objective, IOA offers programs on energy, public health, poverty reduction, migration, food sustainability, and journalism;

Whereas the Parties have a joint interest in promoting the capacities for the exchange of scientific and technological information among governmental institutions through journalism and other effective mechanisms;

AGREE:

ARTICLE I PURPOSE AND SCOPE

1.1 The purpose of this MOU is to establish a framework for the development of joint projects for improving and strengthening the capabilities of Member States in areas of mutual interest as further specified in Article II below.

1.2 Any and all projects undertaken within the framework of this MOU shall be implemented by way of a separate detailed project agreement in accordance with Article IV below.

**ARTICLE II
AREAS OF CO-OPERATION**

The joint activities of the Parties under this MOU may include:

- a. Seminars and other capacity building events for specific audiences, including journalists and public officials;
- b. The dissemination of information on the programs and activities of each other in areas of mutual interest;
- c. Support for the training activities of each other, including the provision of advice, logistical resources, and program content; and
- d. Joint training courses to OAS institutions and Member State governments in areas of the Parties' joint interests.

**ARTICLE III
COMMITTEES AND CONSULTATION**

3.1 The Parties to this MOU agree to consult periodically, as required, on common policy issues and on matters of mutual interest with a view to assisting each other in realizing their respective objectives.

3.2 The Parties shall keep a written record of the proceedings and decisions reached during such consultations.

**ARTICLE IV
PARTICIPATION**

4.1 This MOU does not financially obligate the Parties to each other, nor does it, by itself, obligate them to undertake financial obligations of any kind.

4.2 To implement specific projects within the framework of this MOU, the Parties shall enter into specific project agreements, each having its own budget, identifiable source of financing, and work plan, and each setting out in detail the respective obligations and responsibilities of the Parties made in writing by their duly appointed representatives.

**ARTICLE V
RESPONSIBLE OFFICIALS**

5.1 The designated representatives of the Parties responsible for implementation of this MOU and receiving notice hereunder are:

For GS/OAS:

Mr. Clovis Baptista
Director, Department of Science, Technology and Innovation
1889 F. St. N.W.
Washington, D.C. 20006
Tel: (202) 458-6431
Fax: (202) 458-3658
cbaptista@oas.org

For IOA:

S. Lynne Walker
Vice President
10111 North Torrey Pines Rd
La Jolla, CA
Tel: 858-453-5560
Fax: 858-453-2165
lynne@iamericas.org

5.2 No notice sent or received with regard to this MOU shall be considered effective unless sent by one Party from its designated representative to the designated representative of the other at the corresponding Fax, E-mail, or street address established in this Agreement or otherwise under Section 5.3 below.

5.3 Either Party may change its designated representative under this Article by giving advance written notice to the other.

**ARTICLE VI
DISPUTE RESOLUTION**

6.1 The Parties shall attempt to resolve amicably any disputes arising in relation to the interpretation and/or implementation of this MOU. More detailed dispute mechanisms may be provided in the specific agreements entered into between the Parties in accordance with the provisions of Article IV above.

6.2 Nothing in this MOU constitutes an express or implied waiver of the privileges and immunities of the Parties or of their organs and of their personnel.

**ARTICLE VII
ADDITIONAL TERMS AND CONDITIONS**

7.1 This MOU in no way restricts either of the Parties from participating in similar arrangements or agreements, including the pursuit of project funding, with other public agencies, non-profit organizations or individuals.

7.2 This MOU shall enter into force upon the date it is signed by both Parties. It shall remain in force indefinitely unless terminated by the Parties' written agreement or terminated unilaterally by either Party with sixty days' advanced written notice to the other. The termination of this MOU shall not affect the validity or duration of projects which have been initiated under it prior to its termination.

7.3 The Parties may amend this MOU by a document of amendment signed by both of them, dated, and attached hereto.

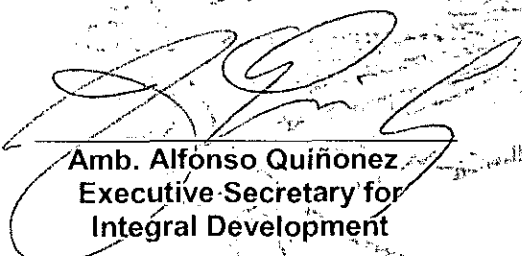
SIGNED, by the duly authorized representatives of the Parties in duplicate originals on in the city of San Diego, California on the 13th day of July, 2009.

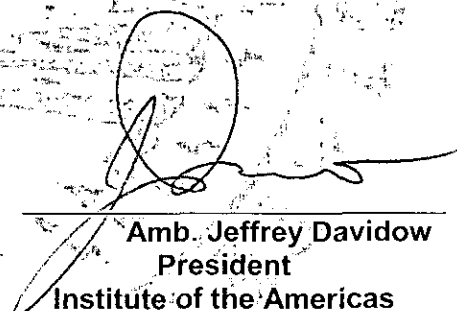
For the

For

**General Secretariat of the
Organization of American States**

Institute of the Americas


Amb. Alfonso Quiñonez
Executive Secretary for
Integral Development


Amb. Jeffrey Davidow
President
Institute of the Americas

San Diego, California, July 13, 2009