

Acuerdos Bilaterales

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Materia:	Medio ambiente
Partes:	SG/OEA y United Nations Educational, Scientific and Cultural Organization
Referencia:	UNESCO
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Unidad Encargada:	Unidad para el Desarrollo Sostenible y el Medio Ambiente
Persona Encargada:	Bernhard Gresinger
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Claves:	
Cierre del proceso:	

**MEMORANDUM OF UNDERSTANDING
BETWEEN**

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

AND

THE

**UNITED NATIONS EDUCATIONAL, SCIENTIFIC AND CULTURAL
ORGANIZATION, THROUGH ITS INTERNATIONAL
HYDROLOGICAL PROGRAMME,**

**ON COOPERATION IN INTEGRATED WATER RESOURCES
MANAGEMENT IN THE AMERICAS**

UNESCO Headquarters
Paris, 23 September 2004

**MEMORANDUM OF UNDERSTANDING
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**ON COOPERATION IN INTEGRATED WATER RESOURCES MANAGEMENT
IN THE AMERICAS**

The Parties to this Memorandum of Understanding ("MOU"), the General Secretariat of the Organization of American States ("GS/OAS") and the United Nations Educational, Scientific, and Cultural Organization, ("UNESCO") through its International Hydrological Programme ("UNESCO/IHP"),

Whereas GS/OAS is the central and permanent organ of the Organization of American States ("OAS"), a public international organization formed by the American states, whose objectives include among others, cooperative action for the economic, social and cultural development of its member states;

Whereas, in accordance with the resolutions adopted by the OAS General Assembly at its thirtieth session in June of 2001, a priority topic for inter-American cooperation is the rational use of natural resources and protection of the environment within a sustainable development context;

Whereas GS/OAS possesses capabilities to support the efforts of its member states in planning and managing national and international multi-resource and transboundary development projects, through its Unit for Sustainable Development and Environment ("USDE") and its approved activities to: (i) provide secretariat services to officially recognized fora such as the Inter-American Water Resources Network ("IWRN"), the Inter-American Biodiversity Information Network ("IABIN"), the Inter-American Forum on Environmental Law ("FIDA") and, the Inter-American Task Force on Sustainable Development ("IATF"), among others, and (ii) provide technical services in support of the mandates of the governing bodies relating to sustainable development in the fields of transboundary water resource management, biodiversity planning, climate change/adaptation to sea-level rise, vulnerability reduction, renewable energy planning, environmental policy and legal analysis, and civil society involvement in the process of environmental decision processes;

Whereas the GS/OAS, through its USDE, is the international executing agency of several Global Environment Facility-International Waters (GEF-IW) projects in the Americas, on behalf of the United Nations Environment Programme ("UNEP") and the World Bank and it has developed a considerable volume of information, experience, and knowledge related to water resources management within the region;

Whereas the Intergovernmental Council of UNESCO/IHP, at its 14th Session in June 2000, decided to launch the Internationally Shared Aquifer Resources Management initiative ("ISARM") and therefore adopted Resolution XIV-12 (the IHP/C-XIV/3 Final Report); the UNESCO/IHP foresees the implementation of the ISARM Program; and the 15th Session of the UNESCO/IHP Intergovernmental Council welcomed the offer of cooperation presented by the GS/OAS representative on the implementation of the UNESCO/IHP-GSOAS-ISARM Americas Initiative;

Whereas GS/OAS and UNESCO/IHP, are already cooperating informally under the UNESCO-ISARM Americas Program, including the establishment of the ISARM objectives regional inventory and strategies for implementation with participation of the ISARM national coordinators in the American countries;

Whereas ISARM builds on a strategic approach to identify and cooperate with international and regional partners active in specific areas and/or regions, and the objectives and activities under the ISARM programme are defined in the ISARM Framework Document on Internationally Shared Aquifer Resources Management published by UNESCO in 2001 and include:

- (a) Global assessments and regional inventories, preparation of regional strategies and selected case studies on transboundary aquifers;
- (b) Formulation and, in cooperation with partner specialised and funding agencies, technical and implementation support to regional transboundary aquifer field projects;
- (c) Development and dissemination of technology and tools for the management of transboundary aquifer resources; and
- (d) Identification and formulation of technical and implementation support for regional transboundary aquifer field projects, in cooperation with specialised partners and funding agencies.

Whereas UNESCO, together with the ISARM partners, is developing multidisciplinary technology and participates in international networks active in internationally shared aquifer resources management;

Whereas UNESCO/IHP provides support under the ISARM Program for formulation and scientific supervision during implementation of GEF-IW and other transboundary aquifer projects;

Whereas the UNESCO/IHP and GS/OAS desire to join their efforts and cooperate in implementing projects in which both entities would combine their capabilities, as appropriate for each individual project in various fields of integrated water resources management at river basin level, transfer of relevant technology related to integrated water resources management, training of river basin managers, strengthening local river

basin organizations, support local regional and national governments in their activities to implement integrated water resources management at river basin level, and such other efforts related to sustainable development planning as may be identified;

Whereas the General Secretariat of the Organization of the American States and the United Nations signed a Cooperation Agreement in April 1995, to achieve international cooperation in "solving international problems of an economic, social, cultural or humanitarian character";

Whereas UNESCO/IHP and GS/OAS desire to exchange knowledge, experience, and resources on mutually satisfactory terms in furtherance of the recognized objectives, policies, and responsibilities of each;

Whereas this MOU would provide an opportunity for UNESCO/IHP and GS/OAS to research, develop, and share new information technologies, training techniques, and research methodologies for the resolution of economic and environmental problems on a hemispheric level; and

Whereas GS/OAS and UNESCO/IHP recognize the advantages of bringing together their existing valuable resources and expertise,

Now, therefore, the Parties have reached the following understandings:

ARTICLE I PURPOSE

The purpose of the MOU is to establish the legal and operational framework for the joint cooperation and joint activities of the Parties.

ARTICLE II POTENTIAL JOINT ACTIVITIES

Subject to the availability of resources and in accordance with their respective capabilities and priorities, the Parties shall:

- a. Conclude the establishment and operation of the UNESCO/OAS ISARM initiative;
- b. Conclude a regional inventory for shared aquifers in the Americas;
- c. Carry out ISARM case studies for selected representative transboundary aquifers, in order to contribute to and share regional experience on transboundary aquifer management with other Regional ISARM initiatives;
- d. Hold regular joint events and training sessions related to development of technology and projects in the ISARM area;
- e. Develop documentation on the methodology and approaches related to scientific, legal, socio-economic, institutional and environmental aspects of transboundary management of aquifers; and
- f. Identify future areas of cooperation between UNESCO and the OAS in support of sustainable water management.

**ARTICLE III
PROJECT IMPLEMENTING ARRANGEMENTS FOR SPECIFIC
PROJECTS AND ACTIVITIES**

1. The Parties shall enter into and sign a written Project Implementing Agreement ("PIA") for every project and activity jointly undertaken under this MOU. Each project implementing agreement shall specify: the scope of the activity; the expected project period; and the responsibilities of the Parties, including those related to funding, anticipated results, reporting procedures, the work plan and budget, and any other relevant matter.
2. Unless otherwise specified herein or in an implementing arrangement pursuant hereto, each Party shall bear its own expenses under this MOU; however, a PIAs may provide for the transfer of funds between the Parties and the administration of the resources of one by the other in order to maximize efficiencies in project implementation.

**ARTICLE IV
DISPUTE RESOLUTION**

The Parties shall attempt to resolve amicably through discussions any disputes arising in relation to the interpretation and implementation of this MOU. If those discussions are unsuccessful, then either Party shall submit the dispute for binding arbitration in accordance with the Arbitration Rules of the United Nations Commission on International Trade Law ("UNCITRAL"). There shall be one arbitrator; the place of the arbitration shall be Washington, D.C.; the language shall be English, and the arbitrator may decide as amiable compositeur or ex aequo ex bono.

ARTICLE V

Nothing in this MOU shall be construed to be a waiver of any privileges or immunities of the Parties, their personnel, and their agents or principals.

**ARTICLE VI
REPRESENTATIVES FOR NOTICE AND COORDINATION**

1. For purposes of coordinating GS/OAS' responsibilities and giving and receiving written notice under this MOU, GS/OAS designates as its representative:

Name: Jorge Rucks
Title: Chief, Division II, Unit for Sustainable Development and Environment
Address: Junin No. 1940 1113 Buenos Aires, Argentina
Telephone: 54-11-4803-7606; FAX: 54-11-4801-6092; E-Mail: oea@oea.com.ar

2. For purposes of coordinating UNESCO/IHP' responsibilities and giving and receiving written notice under this MOU, UNESCO/IHP designates as its representative:

Name: María Concepción Donoso
Title: Regional Hydrologist for Latin America and the Caribbean
Address: UNESCO Montevideo Office. Luis Piera 1992. 11200 Montevideo. Uruguay
Telephone: (598-2) 4132075 FAX: (598-2) 4132094 E-Mail: phi@unesco.org.uy

3. Either party may change its designated representative under this Article by giving advanced written notice to the other.
4. All notifications required under this MOU must be sent to or received by, as the case may be, the corresponding designated representative at the address or E-mail address so indicated under this MOU for that purpose.

ARTICLE VII TERM, MODIFICATION AND TERMINATION

1. The Parties may amend or otherwise modify this MOU by a written statement signed by their duly authorized representatives, dated and attached hereto.
2. This MOU shall enter into force immediately once it is signed by both Parties, and it shall terminate five years after the date it entered into force, unless the Parties agree to extend it in writing for another term.
3. Either Party may terminate this MOU with thirty days' advanced written notice to the other; however, the termination of this MOU shall not automatically result in the termination of any PIAs then in force.

Signed by the duly designated representatives of the Parties in duplicate originals at the place and upon the date indicated below:

For GS/OAS:


Bernhard Grzesinger,

Unit for Sustainable Development and
Environment

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For UNESCO:



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Fax: 33-1-45685811

Date: 23/09/2004
Place: Paris, UNESCO

Date: 24/09/2004
Place: Paris, UNESCO