

## **ACUERDO BILATERAL**

**Clasificación: 87-2011**

**Fecha de Ingreso: 15 de febrero de 2012**

**Nombre del Acuerdo: General Cooperation Agreement between the General Secretariat of the Organization of American States and the International Road Federation**

**Materia: General Cooperation Agreement**

**Partes: SG/ International Road Federation**

**Referencia: International Road Federation**

**Fecha de Firma: 13 de Octubre de 2011**

**Fecha de Inicio**

**Fecha de Terminación**

**Lugar de Firma: Washington, D.C.**

**Unidad Encargada: Executive Secretariat for Integral Development**

**Persona Encargada:**

**Original**

**Claves**

**Cierres del proceso**

**General Cooperation Agreement**

**Between**



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

**And**



**THE INTERNATIONAL ROAD FEDERATION**

# GENERAL COOPERATION AGREEMENT

Between  
The General Secretariat of the Organization of American States  
And  
International Road Federation

**THE PARTIES**, the General Secretariat of the Organization of American States ("GS/OAS") a public international organization, with headquarters at 1889 F. St. N.W., Washington, D.C., 20006, United States of America, represented by its Acting Executive Secretary for Integral Development, Jorge Saggiante, and the International Road Federation, Washington Program Center (IRF-WPC), a nongovernmental, non-profit organization with a principal place of business at 500 Montgomery Street, Suite 525 Alexandria, Virginia 22314, United States of America, represented by its President and Chief Executive Office, Mr. C. Patrick Sankey,

## CONSIDERING:

That the Parties have identified avenues for possible cooperation with a view towards leveraging their respective strengths in areas of shared interest;

That IRF established in 1948 following the end of World War II, when it became apparent that there was a pressing need for an international organization to attract attention to the growing economic and social importance of sound road infrastructure;

That IRF works with public and private stakeholders to build better, safer roads and road networks for a better world through knowledge and technology transfer; and

That GS/OAS is the central and permanent organ of the Organization of American States ("OAS"), and it 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),

## HAVE AGREED:

### Article I - Purpose

1.1 The purpose of this General Cooperation Agreement ("the Agreement") is to establish a framework for cooperation mechanisms between the Parties.

### Article II – Scope and Extent

2.1 To the extent that confidentiality restrictions permit and the financial resources of each organization allow, the Parties shall provide each other with documentation and material for the implementation of this Agreement, and for the promotion of the following exchange:



- a. Development of training, research, scholarly and scientific ties of cooperation in areas of mutual interest, where such collaboration may contribute to the efficiency, productivity, and overall success of activities;
- b. Exchange of general information, bibliographic materials and documents and specific information in relation to work programs that are of interest to each of the Parties;
- c. Exchange of professional personnel to strengthen study and research programs, and joint meetings to address matters of common interest; and
- d. Implementation of joint research projects and training activities (face-to-face, distance learning, e-learning), and publications in academic and professional journals.

### Article III – Cooperation Modalities



3.1 Within two months after the signing of this Agreement each Party shall present to the other a written document containing its work program for the current calendar year in relation to the subject matter of this Agreement. The work programs referred to in this paragraph shall contain proposals for the joint implementation of programs, projects and/or activities of common interest.

3.2 The Parties will thereafter meet (face-to-face or through electronic means) at least twice a year:

- a. At the beginning of fall in view of defining annual joint programming, based on respective work program established for the subsequent calendar year; and
- b. During the month of January in view of preparing annual report of activities carried out in the framework of this Agreement.

3.3 Once the Parties have determined what programs, projects and/or activities are to be implemented and the corresponding authorizations and funds have been obtained, the Parties shall conclude a supplementary agreement, memorandum of understanding or exchange of letters containing the applicable conditions for each program, project and/or activity. Each such supplementary agreement, memorandum of understanding or exchange of letters shall be signed by the duly authorized representatives of the parties and should specify in detail, the following:

- a. The agreed-upon program, project and/or activity;
- b. The objectives sought;
- c. The dependencies of each of the Parties that will execute the program, project and/or activity;
- d. The work plan: stages, planning and chronology of development;

   
3

- e. The budget and the human and material resources required by the program, project and/or activity, specifying the financial responsibilities and contributions of each Party (indicating the nature and the amount), the schedule of the contributions and, as required, the property of the material resources that are acquired;
- f. A provision relating to the coordination, notification and follow-up of the program, project and/or activity; and
- g. A provision acknowledging this Agreement as the programmatic and juridical framework for the program, project or activity.

3.4 The obligations of the Parties under this Agreement are subject to the availability of sufficient human and financial resources.

3.5 In order to help cover the costs and activities undertaken pursuant to this Agreement, the Parties shall jointly develop and devise implementation strategies for seeking and obtaining resources from various sources, including international/regional organizations, governmental agencies, corporations or private organizations, foundations, and individual philanthropists.

#### Article IV – Financial Provision

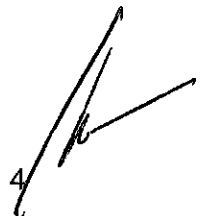
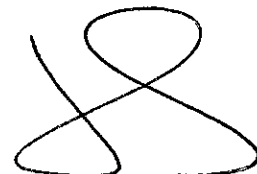
4.1 Without prejudice to what the Parties may provide in the supplementary agreements, memoranda of understanding and/or exchange of letters entered into pursuant to this Agreement for the joint implementation of programs, projects and/or activities, this Agreement in and of itself does not create obligations of a financial nature for either of the Parties.

#### Article V – Coordination and Notice

5.1 Each Party shall designate its representative (“Designated Representative”), who shall serve as primary contact for the respective institution and for the purpose of sending and receiving all official communications between them regarding this Agreement.

5.2 The Designated Representative for sending notices and communications from GS/OAS and receiving them from IRF is:

General Secretariat of the OAS  
Carlos Mladinic, Acting Director, Department of Economic Development  
Executive Secretary for Integral Development  
1889 F Street, N.W.  
Washington, D.C. 20006, United States of America  
Tel.: (1-202) 458-6385  
Fax: (1-202) 458-3526  
Electronic Mail: [cmladinic@oas.org](mailto:cmladinic@oas.org)



5.3 The Designated Representative for sending notices and communications from the IRF and receiving them from GS/OAS is:

International Road Federation  
Washington Program Center  
C. Patrick Sankey, President & CEO  
500 Montgomery Street, Suite 525  
Alexandria, VA 22314 United States of America  
Tel: (1-703) 535 1001  
Fax: (1-703) 535 1007  
E-mail: [psankey@irfnews.org](mailto:psankey@irfnews.org)

5.4 All communications and notifications under this Agreement will be validly made only when they are sent by mail, facsimile, or electronic mail addressed to the primary contacts whose names are set out above. When the communications and notifications are transmitted by electronic mail, they shall be valid when they are sent directly from the electronic address of the Designated Representative of one of the Parties to the electronic address of the Designated Representative of the other.

5.5 Either Party may change its Designated Representative named above, as well as the its Representative's, address, telephone, fax or electronic mail indicated above by notifying the other Party of the change in writing.

#### Article VI – Dispute Resolution

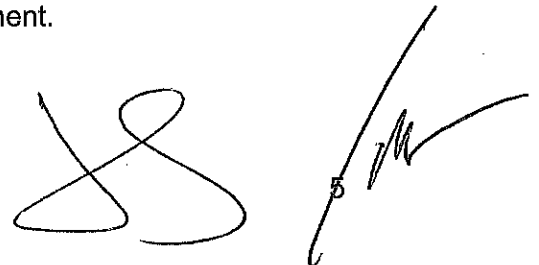
6.1 Any dispute or complaint that may arise in conjunction with the application or interpretation of this Agreement, or supplementary agreements, memoranda of understanding or exchange of letters pursuant to Article 3.3, above, shall be settled by direct negotiations between the Parties. If a solution satisfactory to both Parties cannot be reached, then the Parties shall submit their differences to arbitration pursuant to the Arbitration Rules of the United Nations Commission on International Trade Law ("UNCITRAL") currently in effect. The place of arbitration shall be Washington D.C, U.S.A. The language in the proceedings shall be English. The three arbitrators or, as the case may be, the one arbitrator shall decide the dispute as *amiable compositeur* or *ex aequo et bono*. The arbitrator's decision shall be final, binding and not subject to appeal.

6.2 The law applicable to the arbitration proceedings and to this Agreement shall be the law of the District of Columbia, USA.

#### Article VII – General Provisions

7.1 Nothing in this Agreement constitutes an express or implied waiver of the privileges and immunities of the Parties and their personnel.

7.2 The Parties shall observe the highest ethical standards and administrative transparency in all actions and activities related to this Agreement.



7.3 The Parties, to the extent applicable and without prejudice to their respective privileges and immunities, shall comply with the provisions of the Inter-American Convention Against Corruption and with the applicable norms of the country in which the programs, project and/or activities are executed in accordance with this Agreement. Failure to comply with this provision shall constitute grounds for anticipatory termination of this Agreement.

7.4 This Agreement shall enter into force upon signature by the duly authorized representatives of the Parties and shall remain in force indefinitely unless and until terminated in accordance with this Agreement.

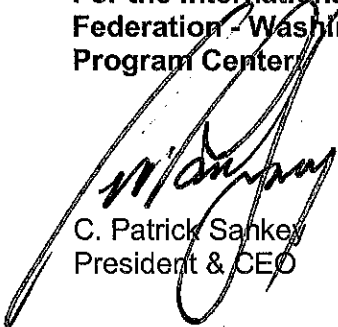
7.5 The Parties may amend this Agreement by way of a written document of amendment, signed by the duly authorized representatives of both, dated, and attached hereto. Unless otherwise agreed, amendments may apply to any activities which have not yet been implemented.

7.6 The Parties may terminate this Agreement by mutual consent or by way of thirty days' advanced written notice by one Party to the other. Notwithstanding the termination of this Agreement, the supplementary agreement, memorandum of understanding or exchange of letters referred to in article 3.3 that the Parties have signed and that have been duly financed shall continue to completion, unless the Parties otherwise agree in writing.

7.7 Articles VI shall survive the expiry or the termination of this Agreement.

**SIGNED** by the duly authorized representatives of the Parties, in duplicate originals in the English language, on the date indicated below.

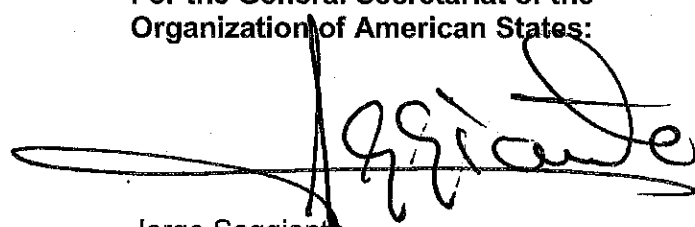
**For the International Road  
Federation - Washington  
Program Center**



C. Patrick Sankey  
President & CEO

Date: October 13, 2011  
Place: Washington DC

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



Jorge Saggiante  
Acting Executive Secretary for Integral  
Development

Date: October 13, 2011  
Place: Washington DC