



**Cooperative Arrangement
Between
The General Secretariat of the Organization of American States
For its Andes-Amazon Protected Database
And
The Inter-American Biodiversity Information Network (IABIN) Council**

THE PARTIES to this Cooperative Arrangement, the General Secretariat of the Organization of American States (“GS/OAS”), for its Andes Amazon Protected Areas Database (“AAPAD”), and the Inter-American Biodiversity Information Network, for the Inter-American Biodiversity Information Network (“IABIN”) Council,

Recalling Initiative 31 of the Plan of Action of the Summit of the Americas on Sustainable Development held in Santa Cruz, Bolivia, in December 1996, which called on the governments of the Hemisphere to take actions “to establish an Inter-American Biodiversity Information Network, primarily through the Internet, that will promote compatible means of collection, communication, and exchange of information relevant to decision-making and education on biodiversity conservation, and that builds upon such initiatives as the Clearing-House Mechanism provided for in the United Nations Convention on Biological Diversity”;

Considering that the Gordon and Betty Moore Foundation awarded a grant, to the GS/OAS through its Department of Sustainable Development, in support of the creation and maintenance the AAPAD, effective on December 14, 2005 until December 2008;

Considering that the Global Environmental Facility (“GEF”) awarded a Trust Fund Grant to GS/OAS through its Department of Sustainable Development, in support of building IABIN, effective on October 13, 2004 until December 2009;

Bearing in mind that GS/OAS, as executing agency of the GEF Project “Building IABIN” and the Project “AAPAD”, is responsible for executing the financial resources and technical requirements for the establishment of the AAPAD;

Recalling that the First Inter-American Meeting of Ministers and High-Level Authorities on Sustainable Development within the Inter-American Program for Sustainable Development (“PIDS”) (2006 – 2009) strongly supported IABIN and charged the Organization of American States (“OAS”) with taking

the following actions to encourage the development and coordinated work taking into account the relevant instruments, such as the Convention on Biological Diversity (CBD), the Convention on International Trade in Endangered Species of Wild Fauna and Flora (CITES), Ramsar Convention on Wetlands, the Convention on Desertification (UNCCD) and the Convention on Climate Change (UNFCCC), and other relevant regional and multilateral mechanisms will serve as a regional forum for:

- 1. Promoting discussion of biodiversity at the inter-American level in order to advance strategies for conservation and sustainable use of biodiversity.*
- 2. And promoting networks such as Inter-American Biodiversity Information Network (IABIN);*

Recalling the April 2001 Québec Presidential Summit Plan of Action stated:

Advance hemispheric conservation of plants, animals and ecosystems through, as appropriate: capacity building, expanding partnership networks and information sharing systems, including the Inter-American Biodiversity Information Network;

Recalling that Article 1 Paragraph 4 of the Rules of Procedures of IABIN requires it to participate in developing strategies for biodiversity information management in collaboration with other global and regional initiatives to fulfill its mandate to protect, enhance, and utilize biodiversity information most effectively;

Recognizing the need to cooperate in order to promote coordination and collaboration towards the goal of enhancing global access to biodiversity information in the Americas,

AGREE:

Article 1 Objective

- 1.1 The objective of this Cooperative Arrangement is to establish and maintain a relationship for information exchange between GS/OAS' AAPAD and IABIN to further common goals.
- 1.2 These goals include facilitating and promoting the sharing of data, knowledge, information, technologies, and best practices relevant to biodiversity conservation and sustainable management within the Americas, in particular in Andes-Amazon region protected areas.
- 1.3 The activities undertaken under this Cooperative Arrangement are intended to promote the exchange of scientific and technical data and augment scientific and technical information capabilities of the Parties and their constituents, as envisioned by, but not limited to, IABIN principles and the Proposed Scope for Participation of National Organizations in the IABIN Thematic Networks.

Article 2
Responsibilities

2.1 The Parties shall:

- a. Collaborate mutually in the implementation of activities referred to in Article 1.
- b. Facilitate joint funding, as appropriate, in the delivery of workshops, training activities, and other opportunities for professional interaction among participants that are aligned with AAPAD's objectives;
- c. Cooperate with each other to seek out and facilitate funding for Protected Areas in particular in the Andes-Amazon region;
- d. Collaborate regularly in the elaboration, development and implementation of programs pertaining to the promotion and use of biodiversity information and management and decision support tools within the Americas;
- e. Actively promote and encourage the participation and incorporation of other interested organizations and institutions, and when needed for specific funding opportunities, create consortia of partners;
- f. Collaborate reciprocally to promote adoption of interoperability standards for the exchange of data and technical information relevant to biodiversity conservation within the Americas, in particular in the Andes-Amazon region;
- g. Collaborate in the promotion of the integration of biodiversity and geospatial data in the development of value-added decision support tools within the Americas;

Article 5
Disclaimers

5.1 The Parties intend to transmit accurate information to each other but neither warrants to the other the suitability, accuracy, or authenticity of the information transmitted for any particular use or application by the receiving Party or by any third party. In publishing or providing that information to third parties, the Parties shall clearly make known to those third parties sufficient disclaimers as to the suitability, authenticity, and accuracy of such information so as to avoid liability to them for any harm caused by that information.

5.2 This Cooperative Arrangement does not form a legal society, partnership, joint enterprise or any other kind of merchant society in pursuit of commercial purposes. Neither Party is liable for damages caused by the acts and omissions of the other; and each party shall conduct its relationship with public authorities in accordance with its own legal status.

5.3 This Cooperative Arrangement does not constitute a binding financial commitment of any kind of one Party to the other and the extent to which each is able to carry out its intentions hereunder is subject to the availability of assigned resources for that purpose.

Article 6

Coordination, Notice, and Planning and Review of Activities

6.1. Within the GS/OAS, the dependency responsible for coordinating GS/OAS activities under this Arrangement is the Department of Sustainable Development and Environment and the Coordinator is Mr. Richard Huber, Principal Environmental Specialist. Notifications and communications should be directed to the Coordinator at the following street address, fax and electronic mail:

General Secretariat of the OAS
Richard Huber, Principal Environmental Specialist
1889 F Street, N.W.
Washington, D.C. 20006
United States of America
Tel.: (1-202) 458-3227
Fax: (1-202) 458-3560
Electronic Mail: rhuber@oas.org

6.2. All communications and notifications under this Cooperative Arrangement will be validly made only when they are sent by mail, facsimile, or electronic mail and are addressed to the Coordinators whose names are set out in Articles 6.1 and 6.2 of this Cooperative Arrangement. When the communications and notifications are transmitted by electronic mail they shall be valid if and when they are sent directly from the electronic address of the Coordinator of one of the Parties to the electronic address of the Coordinator of the other.

6.3. Either Party may change the responsible dependency, the designated Coordinator, the address, telephone, fax or electronic mail indicated by notifying the other Party in writing.

6.4. The Coordinators who shall review the activities, products and reports being carried out under this Cooperative Arrangement in accordance with a mutually agreed time frame.

Article 7

Settlement of Disputes

7.1. The Parties shall attempt to resolve any differences between them arising out of this Cooperative Arrangement through amicable conversations. Nothing in this document constitutes an express or implied waiver of the privileges and immunities of either Party. This provision shall survive the termination of this Cooperative Arrangement.

Article 8

General Conditions

8.1. The present Cooperative Arrangement shall enter into force upon signature by the duly designated representatives of the Parties, and will remain in force until

December 31, 2009. The term may be extended in accordance with the provisions for amendment stated in Article 8.2 below.

- 8.2 The Parties may amend this Cooperative Arrangement by a written instrument signed by both of them, dated, and attached hereto;
- 8.3 Either Party may unilaterally terminate this Cooperative Arrangement by giving at least ninety days advanced written notice to the other, or both parties, under such terms and conditions as they may mutually agree, may terminate it at any time.

The termination of this Cooperative Arrangement shall not necessarily require the termination of specific projects or other activities of the Parties undertaken under specific project agreements established within the framework established herein.

SIGNED by the duly designated representatives of the Parties, in duplicate originals, at the place and on the date indicated below.

For the Inter-American Biodiversity Information Network Council

Gladys Cotter
 Gladys Cotter
 Chair
 Date: 9/5/07
 Place:

For the General Secretariat of the Organization of American States

Alfonso Quiñonez
 Emb. Alfonso Quiñonez,
 Executive Secretary for Integral Development