

ACUERDOS BILATERALES

Clasificación: 1-2014

Fecha de Ingreso: Marzo 26, 2014

Nombre del Acuerdo: Agreement between the General Secretariat of the Organization of American States and the Joint United Nations Programme on HIV/AIDS

Materia: Develop dialogue and cooperation in areas of common concern in the Western Hemisphere.

Partes: SG/ Joint United Nations Programme on HIV/AIDS

Referencia: Joint United Nations Programme on HIV/AIDS

Fecha de Firma: January 9, 2014

Fecha de Inicio

Fecha de Terminación

Lugar de Firma: Brasilia, Washington D.C.

Unidad Encargada: Department of Internatinoal Affairs.

Persona Encargada:

Original

Claves

Cierres del proceso



Organization of
American States



UNAIDS

GENERAL COOPERATION AGREEMENT

BETWEEN

**THE JOINT UNITED NATIONS PROGRAMME
ON HIV/AIDS**

AND

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

This Cooperation Agreement is entered into between the Joint United Nations Programme on HIV/AIDS (UNAIDS) and the General Secretariat of the Organization of American States (GS/OAS), jointly referred to hereinafter as the “Parties”.

WHEREAS:

1. UNAIDS is a joint and co-sponsored Programme, bringing together the efforts and resources of the United Nations Secretariat and eleven co-sponsoring organizations, agencies, funds and programmes of the United Nations system (UNHCR, UNICEF, WFP, UNDP, UNFPA, UNODC, UN Women, ILO, UNESCO, WHO and the World Bank), which has as its vision: a) zero new HIV infections; b) zero discrimination; and c) zero AIDS-related deaths;
2. The UNAIDS mission is to lead and inspire the world in achieving universal access to HIV prevention, treatment, care and support. It undertakes this by: uniting the efforts of the United Nations system, civil society, national governments, the private sector, global institutions and people living with and most affected by HIV; speaking out in solidarity with the people most affected by HIV in defense of human dignity, human rights and gender equality; mobilizing political, technical, scientific and financial resources and holding itself and others accountable for results; empowering agents of change with strategic information and evidence to influence and ensure that resources are targeted where they deliver the greatest impact and bring about a prevention revolution; and supporting inclusive country leadership for sustainable responses that are integral to and integrated with national health and development efforts;
3. Article 1 of the OAS Charter states that “within the United Nations, the Organization of American States is a regional agency”;
4. The relationship between the United Nations and regional organizations is recognized in Chapter VIII of the UN Charter as well as in several resolutions of the UN General Assembly and the UN Security Council;
5. Through the Summits of the Americas process, the Heads of State and Governments of the OAS Member States have resolved to develop a program to prevent the spread of HIV/AIDS and have recognized that political leadership is essential to confront the stigma, discrimination, and fear, which deter people from being tested for HIV and from accessing treatment and care, as stated in the Declaration of Principles and Plan of Action of the First Summit of the Americas in Miami, Florida in 1994 and the Declaration of Nuevo Leon of the Special Summit of the Americas in Monterrey, Mexico in 2004;
6. The Declaration of Bridgetown: “The Multidimensional Approach to Security”, adopted by the thirty-second regular session of the General Assembly of the Organization of American States in Bridgetown, Barbados in 2002, states that the security of the Hemisphere encompasses political, economic, social, health, and environmental factors; while the Declaration of Québec City that was adopted during the Third Summit of the Americas held in Québec, Canada in 2001 and the Declaration of Security in the Americas, adopted during the Special Conference on Security in Mexico City, Mexico in 2003, specifically recognize HIV/AIDS as a threat to the security of our people;
7. The Declaration of San Salvador on Gender, Violence and HIV, adopted in 2007 by the Assembly of Delegates of the Inter-American Commission of Women recognizes the links between violence and HIV and their impact on gender equality and the exercise of women’s rights;

8. The GS/OAS is the central and permanent organ of the Organization of American States, which brings together all 35 independent states of the Americas and constitutes the main political, juridical, and social governmental forum in the Hemisphere, 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);
9. Through the GS/OAS, the Permanent Council, the Inter-American Commission of Women (CIM), the Inter-American Juridical Committee, and the Inter-American Commission on Human Rights (IACHR), the OAS has supported Member States and their citizens in advancing a hemispheric response to the threat of HIV/AIDS;
10. UNAIDS and the GS/OAS wish to enhance their dialogue and cooperation, as well as develop a plan of action to combine and coordinate their efforts to achieve their common goals, especially concerning the promotion and protection of human rights to ensure equity, inclusiveness, the notion of dignity and the centrality of justice, the strengthening of democracy and integral development;

THE PARTIES HEREBY AGREE AS FOLLOWS:

A. PURPOSE

1. Through this Agreement, UNAIDS and the GS/OAS express their wish to mutually benefit from and develop their dialogue and cooperation in areas of common concern in the Western Hemisphere.

B. AREAS FOR DIALOGUE AND COOPERATION

2. The Parties shall seek to develop and strengthen cooperative activities and shall pay particular attention to the priorities established by both parties, including but not limited to the following:
 - a) Cooperation in activities that focus on the promotion and protection of the human rights of those persons living with HIV/AIDS, particularly the protection of women and children from gender-based violence;
 - b) Cooperation in supporting a culture of inclusion and non-discrimination, particularly regarding the LGBTI and sex worker populations, as well as policies that favor alternatives to the criminalization of persons living with HIV/AIDS;
 - c) Fostering collaboration between OAS youth and regional networks of HIV positive youth to focus on strengthening HIV awareness and prevention education in the region, reducing legal barriers, and enhancing social protection for young people as well as ending gender-based violence and challenging harmful gender norms among young people;
 - d) Cooperation in supporting sustainable financing for HIV-related services throughout the Latin American and Caribbean regions;
 - e) Cooperation in outreach activities including policy roundtables, forums, lectures, and scholarships programs; as well as information and education campaigns aimed at preventing the spread of HIV and empowering persons living with HIV/AIDS including but not limited to cooperation in the activities described in the Declaration "Preventing through Education" adopted by the Ministers of Health and Education of Latin America and the Caribbean in Mexico City in the context of the XVII International AIDS Conference;
 - f) Cooperation in the development and implementation of public policies and programs for the promotion of affordable generic antiretroviral drugs;
 - g) Other areas of transnational relevance as the parties may agree from time to time.

C. WORKING PRINCIPLES

3. This Agreement will provide a framework for inter-institutional dialogue and cooperation between UNAIDS and the GS/OAS and will include, but not be limited to, the following working principles:
 - a) Develop formal, regular bilateral consultative meetings, where discussions will take place on policy matters of common interest;
 - b) Engage in ongoing consultation and reciprocal sharing of information;
 - c) Exchange experiences and best practices;
 - d) Where relevant, engage in joint activities at the regional, sub-regional or national levels;
 - e) Produce joint reporting on topical issues where appropriate;
4. Each party will identify its own focal point, which shall be responsible for coordinating the activities hereunder. Any changes concerning the focal point shall be notified to the other party as soon as is practicable. For purposes of this Agreement, UNAIDS hereby appoints Lisa Carty, Director of UNAIDS Liaison Office in Washington (cartyl@unaids.org) and the OAS hereby appoints Jorge Sanín, Director, Department of International Affairs, Secretariat for External Relations (jsanin@oas.org) or their successors as their respective focal points.
5. Modalities for this cooperation will be further established by the Parties through subsequent Cooperation Agreements, Memoranda of Understanding or exchange of letters, and may include specific arrangements, such as a framework for financial contractual relations between both Parties as needed.
6. In its reports, speeches, outreach materials and other publications, each party shall give due recognition to the other for their contributions to the any activities completed under this Agreement. Except as explicitly provided in this Agreement and/or any subsequent letters of agreement, no party shall, in any statement or material of a promotional nature, refer to the relationship of the parties under this Agreement and/or any subsequent agreement, or otherwise use the other party's name, acronym and/or emblem, without the prior written consent of the other party.

D. INTELLECTUAL PROPERTY

7. Intellectual Property rights generated by a party under this Agreement shall be the property of that party who shall be free to protect, transfer and use such Intellectual Property and the rights in respect thereof as it deems fit.
 - a) Nothing in this Agreement shall constitute a transfer of Intellectual Property rights from one party to another. Intellectual Property in this paragraph means all intellectual creations including, but not limited to, any information relating to a party's operations, processes, plans, know-how (being technical, marketing or commercial information), trade secrets, technical information, finances, business operations and procedures, business affairs, television broadcast rights, inventions, layouts, drawings, designs, specifications, computer programs, reports, data, maps, photographs and any other matter protected by intellectual property rights, whether registered or not, including patents, designs, copyrights, trademarks and all similar proprietary rights and applications for protection thereof.
 - b) The obligations contained in this clause shall continue notwithstanding the expiry or termination of this Agreement.

- c) Copyright in any jointly prepared publications and/or creations resulting from or relating to any of the collaborative activities under this Agreement shall be vested in UNAIDS and GS/OAS jointly, No use shall be made of such publications for or in conjunction with commercial and/or promotional purposes. Except as explicitly provided in this Agreement and/or any subsequent letters of agreement, no party shall use independently a jointly prepared publication resulting from or relating to any of the collaborative activities under this Agreement without the prior written consent of the other party.
- d) Copyright in any publications resulting from or relating to the collaborative activities under this Agreement, and prepared by one of the parties on its own, shall be vested in that party, provided that any such publication shall be submitted to the other party for review and comments in accordance with paragraph 7.c above.

E. FINAL PROVISIONS

- 8. The Parties shall hold bi-annual meetings through their focal points in order to review this Agreement and the activities carried out hereunder in order to assess, coordinate, revise and plan joint efforts as needed.
- 9. This Agreement may be amended by written agreement of the Parties and shall remain in full force and effect as per the provisions in paragraph 13 below or until such time as either party notifies the other in writing of its intent to terminate it. Such notice shall become effective within fifteen calendar days of its receipt by the other party.
- 10. Nothing herein constitutes an express or implied waiver of the privileges and immunities of the OAS, the GS/OAS, their personnel, and their assets, in accordance with the OAS Charter, relevant agreements, applicable national law, or the general principles and practices of international law.
- 11. Nothing contained in this Agreement shall be construed as an express or implied waiver of the privileges and immunities enjoyed by UNAIDS, its activities, personnel and assets, in accordance with the 1946 Convention on the Privileges and Immunities of the United Nations, the 1947 Convention on the Privileges and Immunities of the Specialized Agencies, relevant agreements, applicable national law or the general principles and practices of international law, and/or as submitting UNAIDS to any national court or jurisdiction.
- 12. Neither party shall claim, or derive any benefit from, the privileges and immunities to which the other party may be entitled in any country where joint activities will be carried out pursuant to this Agreement.
- 13. Any dispute that arises in connection with the application or interpretation of this Agreement or any supplementary agreement, memorandum of understanding or exchange of letters by virtue of Article 5, shall be resolved by direct negotiation between the Parties. If the Parties are unable to reach a mutually satisfactory solution, they shall submit the matter to arbitration in accordance with the UNCITRAL Arbitration Rules. The decision shall be final and binding and not subject to appeal. This arbitral clause shall be subject to the applicable laws of the District of Columbia.
- 14. The Parties acknowledge and agree that this General Cooperation Agreement does not contain obligations regarding international law nor does it create financial obligations between the Parties.
- 15. The present Agreement shall go into effect on the date it is signed and shall remain in effect for a period of five years. Should either party wish to terminate the Agreement prior to its scheduled expiration date, it shall do so by means of official notification to the other party three months in

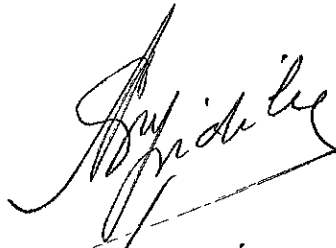
advance. Early termination of the present Agreement shall not affect the implementation and conclusion of any letters or memoranda of understanding under way.

16. The present Agreement may be extended, following prior analysis by the Parties of the results in the period coming to a close, three months in advance of its expiration date. The result of that analysis shall be the basis for granting such extension. All extensions must be formalized via an addendum, which shall become an integral part of the main Agreement. In addition, the results of the analysis conducted for the purpose of extending the Agreement should be stated in the recitals of the amended version.

Signed in Washington DC, this 9th day of January, 2014

Signed on behalf of

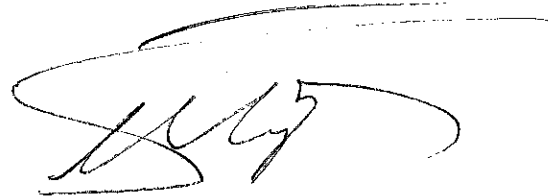
**THE JOINT UNITED NATIONS
PROGRAMME ON HIV/AIDS (UNAIDS)**



**MICHEL SIDIBÉ
EXECUTIVE DIRECTOR**

Signed on behalf of

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



**JOSE MIGUEL INSULZA
SECRETARY GENERAL**