

## ACUERDOS BILATERALES

Clasificación: 14-2016.

Fecha de Ingreso: 2 de Marzo 2016.

Nombre del Acuerdo: Cooperation Agreement between the General Secretariat of the Organization of American States and the Administration of the Tulane Educational Fund.

Materia: The establishment of a Framework for collaboration between the Parties.

Partes: GS/OAS and Administration of the Tulane Educational Fund.

Referencia: Administration of the Tulane Educational Fund.

Fecha de Firma: 02/28/2016.

Fecha de Inicio:

Fecha de Terminación:

Lugar de Firma: Washington, D.C.

Unidad Encargada:

Persona Encargada:

Original:

Claves:

Cierre del proceso:

Notas adicionales:

**COOPERATION AGREEMENT  
BETWEEN  
THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES  
AND  
THE ADMINISTRATORS OF THE TULANE EDUCATIONAL FUND**

**THE PARTIES TO THIS AGREEMENT**, the General Secretariat of the Organization of American States ("GS/OAS") a public international organization, with headquarters at 1889 F Street N.W., Washington, D.C., 20006, represented by its Secretary General, Mr. Luis Almagro, and the Administrators of the Tulane Educational Fund, through the Tulane Center for Inter-American Policy and Research, a not-for-profit organization, located at 6823 St. Charles Avenue, New Orleans, LA 70118, represented by its Executive Director, Ludovico Feoli ("Tulane"),

**CONSIDERING:**

That Tulane is an accredited higher education institution, with a mission that focuses on education, research, and health care;

That the GS/OAS, through the Executive Secretariat for Integral Development, promotes social development and inclusive economic growth in Member States of the Organization of American States ("OAS") by supporting high-level policy dialogues and institutional capacity building; and by facilitating cooperation and capacity building on social inclusion, social protection and equity policies through the Inter-American Social Protection Network ("IASPN");

That Tulane and the GS/OAS intend to deepen their relationship and look for ways to cooperate on joint projects, programs and activities in the area of social inclusion, equity and social protection;

That the GS/OAS is the central and permanent organ of the OAS 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);

**HAVE AGREED** to enter into this Agreement.

**ARTICLE I  
PURPOSE**

1.1. The purpose of this Agreement is to create an understanding between the Parties and to establish a framework for collaboration between the Parties.

**ARTICLE II  
ASSISTANCE, EXCHANGE OF INFORMATION AND ATTENDANCE AT MEETINGS**

2.1. Tulane shall:

- a. As required, provide advice to the GS/OAS on matters material to this Agreement;
- b. Based upon information provided by the GS/OAS, distribute information on the objectives and activities of the OAS among the different institutions with which it has relationships;
- c. Provide to the GS/OAS, documents, publications, and other information on matters having relation to joint programs, projects and activities to the extent that confidentiality restrictions permit and the financial resources of the Organization allow; and
- d. In conformity with the norms of Tulane, invite representatives of the GS/OAS to meetings when matters of common interest are considered and discussed.

2.2. GS/OAS shall:

- a. As required, provide advice to Tulane on matters material to this Agreement;
- b. Make available such OAS documentation and publications as are requested by Tulane to the extent that confidentiality restrictions permit and the financial resources of the GS/OAS allow;
- c. In accordance with the norms of the OAS and its respective organs, and at the request of Tulane, invite Tulane representatives to the public meetings of those organs when matters of interest to them will be considered and discussed; and
- d. Collaborate on matters relative to developing and implementing cooperation and training programs in the Member States of the OAS as described in Article 4.1, in accordance with the programs approved by the General Assembly and subject to available financial resources.

### **ARTICLE III CONTRIBUTIONS**

3.1. The Parties acknowledge that this Agreement does not involve the transfer of monies between the Parties. The Parties further acknowledge that no sponsor funding exists regarding activity contemplated by this Agreement. Accordingly, the implementation of activities envisaged in this Agreement shall depend on the availability of the necessary financial resources and in-kind contributions from each of the Parties, in accordance with their internal regulations and procedures in force.

**ARTICLE IV  
SPECIAL COOPERATION RELATIONS**

4.1. The Parties shall give consideration to developing special cooperation relations in areas of common interest through supplementary agreements, memoranda of understanding or an exchange of letters, which shall take into account:

- a. The development and implementation of joint research projects;
- b. The exchange of bibliographic materials and access to databases and general information;
- c. The exchange of documents and specific information on work programs that are of interest to each of the Parties;
- d. The exchange of professional personnel to strengthen studies and research programs; and
- e. Joint meetings to address matters of common interest.

4.2. Any supplementary agreements, memoranda of understanding or letters of agreement signed by the Parties shall be governed by the terms of this Agreement and adhere to the requirements of Article 5.2 below, unless the Parties expressly provide otherwise in those instruments.

**ARTICLE V  
IDENTIFICATION AND IMPLEMENTATION OF PROGRAMS, PROJECTS, AND/OR  
JOINT ACTIVITIES**

5.1. Each Party shall present to the other proposals for the joint implementation of programs, projects and/or activities of common interest.

5.2. 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 prepare 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 departments of each of the Parties that will execute the program, project and/or activity;
- d. The work plan: stages, planning and chronology of development;

- 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.

**ARTICLE VI  
PUBLICITY AND INTELLECTUAL PROPERTY**

6.1 The Parties are to agree, in writing, on the appropriate acknowledgement for their collaboration under this Agreement, which may be published in any form and medium, including on their respective web sites, as agreed by the Parties.

6.2 One Party shall not, in any manner whatsoever, use the name, logo, emblem or official seal of the other Party, or any abbreviation of the name of that Party in connection with its business or otherwise without the prior written permission of that Party. Under no circumstances shall authorization be provided to use the name, logo, emblem or official seal of either Party, or any abbreviation of the name of either Party, for commercial or profit purposes.

6.3 Neither Party shall make any announcement or issue press releases in connection with the existence or subject matter of this Agreement without first obtaining the written permission of the other Party.

**ARTICLE VII  
FINANCIAL PROVISIONS**

7.1 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 VIII  
CIVIL LIABILITY AND INDEMNIFICATION**

8.1 The Parties assume full responsibility for the claims and damages directly and proximately caused by actions or omissions of their corresponding representatives, officials, employees and contractors.

8.2 Each Party shall indemnify, hold and save harmless, and defend, at its own

expense, the other Party, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of that Party, or its employees, officers, agents or sub-contractors, in the implementation of this Agreement. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by either Party, its employees, officers, agents, servants or sub-contractors. If both Parties share responsibility, then each Party shall be responsible for its respective percentage of fault.

## **ARTICLE IX RELATIONSHIP BETWEEN THE PARTIES**

9.1. Nothing in this Agreement shall create any employer/employee, agency, distributor, partnership or any form of joint venture relationship between the Parties. In the execution of this Agreement, neither Party shall have the authority to act on behalf of, be liable for the acts of the other Party or bind the other Party in any way. The Parties hereby recognize that the collaboration relationship created by this Agreement is non-exclusive.

## **ARTICLE X COORDINATION AND NOTICE**

10.1. Within the GS/OAS, the Department of Social Inclusion of the Secretariat for Access to Rights and Equity is responsible for coordinating GS/OAS activities under this Agreement. Notifications and communications should be directed to the Coordinators, Department Director, Ms. Betilde Muñoz-Pogossian, and Section Chief, Ms. Alexandra Barrantes, at the following street addresses and electronic mails:

Betilde Muñoz-Pogossian  
Director  
Department of Social Inclusion  
Executive Secretariat for Integral Development  
1889 F Street, N.W.  
Washington, D.C. 20006  
United States of America  
Tel.: (1-202) 370-4676  
Electronic Mail: [bmunoz@oas.org](mailto:bmunoz@oas.org)

Alexandra Barrantes  
Chief, Section of Equity Promotion  
IASPN Coordinator  
Executive Secretariat for Integral Development  
1889 F Street, N.W. Suite 755  
Washington, D.C. 20006  
United States of America  
Tel.: (1-202) 370-4658  
Electronic Mail: [abarrantes@oas.org](mailto:abarrantes@oas.org)

10.2. Within Tulane, Dr. Nora Lustig will be responsible for coordinating the activities under this Agreement. Notifications and communications should be directed to the Coordinator at the following street address and electronic mail:

For official communications:

Dr. Nora Lustig  
Center for Inter-American Policy and Research  
Richardson Building  
Suite 205  
Tulane University  
New Orleans, LA 70118  
Tel 504-862-3141  
Electronic Mail: [cipr@tulane.edu](mailto:cipr@tulane.edu)

10.3. 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 Coordinators whose names are set out in Articles 10.1 and 10.2, 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 Coordinator of one of the Parties to the electronic address of the Coordinator of the other.

10.4. 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.

## **ARTICLE XI PRIVILEGES AND IMMUNITIES**

11.1. Nothing in this Agreement constitutes an express or implied waiver of the privileges and immunities of the OAS or the GS/OAS, its personnel and its assets, in accordance with the OAS Charter, relevant agreements and pursuant to general principles and practices of international law.

## **ARTICLE XII DISPUTE RESOLUTION**

12.1. 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 5.2, 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") or of the Inter-American Commercial Arbitration Commission ("IACAC") currently in effect. The place of arbitration shall be Washington, D.C., U.S.A. The language in the proceedings shall be English unless the Parties agree otherwise. 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.

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

### ARTICLE XIII GENERAL PROVISIONS

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

13.2 Modifications to this Agreement may only be made by mutual agreement in writing by the duly authorized representatives of the Parties. The instruments in which the modifications are set out shall be attached as annexes to this Agreement and shall form part of it.

13.3. This Agreement shall enter into force upon signature by the duly authorized representatives of the Parties and shall remain in force in accordance with article 13.4.

13.4 This Agreement may be terminated by mutual consent or by either of the Parties by written notice from one to the other with not less than thirty days notice. Notwithstanding the termination of this Agreement, the supplementary agreements, memoranda of understanding and letters referred to in Article 5.2 that the Parties have signed and that have been duly financed shall continue to completion unless the Parties mutually decide otherwise.

13.5. Articles VIII, XI and XII shall survive the expiry or the termination of this Agreement.

IN WITNESS WHEREOF, the undersigned, being duly authorized, have signed this Agreement in duplicate on the date and at the place indicated below:

**THE ADMINISTRATORS OF  
TULANE EDUCATIONAL FUND**



Ludovico Feoli  
Executive Director  
Center for Inter-American Policy & Research

Place:  
Date:

*Washington DC*  
*Jan 28, 2014*

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



Luis Almagro  
Secretary General

Place: *Washington, D.C.*  
Date: *Jan/28/16*

