

## BILATERAL AGREEMENT

Classification: 24-2019

Entry Date: 4/29/2019

Name of Agreement: Memorandum of Understanding between the General Secretariat of the Organization of American States (GS/OAS) and the Directorate of the Inter-American Institute for Global Change Research (IAI Directorate).

Subject: The purpose of this Memorandum is to establish a framework for cooperation mechanisms between the Parties to provide a stronger scientific contribution to policy processes and to build human and institutional capacities to support the implementations of the 2030 Agenda for Sustainable Development in the Americas.

Parties involved: GS/OAS & Inter-American Institute for Global Change Research.

Reference: Inter-American Institute for Global Change Research.

Signature Date: 03/19/2019

Place of Signature: Washington D.C

Unit in Charge: Department of Sustainable Development.

Person in Charge: Cletus I. Springer.

Additional notes:

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES**  
**AND**  
**THE DIRECTORATE OF THE INTER-AMERICAN INSTITUTE FOR GLOBAL**  
**CHANGE RESEARCH**

**THE PARTIES TO THIS AGREEMENT**, the General Secretariat of the Organization of American States (hereinafter "GS/OAS") a public international organization, with headquarters at 1889 F. St. N.W., Washington, D.C., 20006, represented by its Secretary General, Mr. Luis Almagro, and the Directorate of the Inter-American Institute for Global Change Research (hereinafter "IAI Directorate"), a regional intergovernmental institution, with headquarters at Av. Italia 6201, Ed. Los Tilos, Office 102/103, Montevideo, Uruguay 11500, represented by its Executive Director, Mr. Marcos Regis da Silva,

**CONSIDERING:**

That the Organization of American States (OAS) is a regional organization that was established to achieve among its member states—as stipulated in Article 1 of its Charter—"an order of peace and justice, to promote their solidarity, to strengthen their collaboration, and to defend their sovereignty, their territorial integrity, and their independence;"

That, today, the OAS brings together all independent states of the Americas and constitutes the main political, juridical, and social governmental forum in the Hemisphere. In addition, it has granted permanent observer status to 70 states, as well as to the European Union;

That, the OAS uses a four-pronged approach to effectively implement its essential purposes, based on its main pillars: democracy, human rights, security, and development;

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);

That the IAI is an intergovernmental treaty organization established in 1992 to develop the capacity of understanding the integrated impact of past, present and future global change on regional and continental environments in the Americas and to promote collaborative, well informed actions at all levels;

That the IAI was envisaged as an intergovernmental instrument by which scientists and decision makers of countries throughout the Americas might jointly address the critical issues associated with global change in the region. To date, 19 countries are part of the IAI;

That the IAI pursues the principles of scientific excellence, international cooperation and full and open exchange of scientific information relevant to global environmental change; and

That the GS/OAS and the IAI share common principles and objectives with regards to strengthening collaboration and enhancement of national capacities among countries of the Americas, support scientific and technological development for human well-being, and promote environmental security and sustainable development in the region,

**HAVE AGREED** to enter into this Memorandum:

#### **ARTICLE I PURPOSE**

1.1. The purpose of this Memorandum is to establish a framework for cooperation mechanisms between the Parties to provide a stronger scientific contribution to policy processes and to build human and institutional capacities to support the implementation of the 2030 Agenda for Sustainable Development in the Americas.

#### **ARTICLE II INTERPRETATION**

2.1. This Memorandum represents the complete understanding between the Parties and supersedes all prior agreements, communications and representations, whether oral or written, concerning the subject matter of this Memorandum.

2.2. Any Party's failure to request implementation of a provision of this Memorandum shall not constitute a waiver of that or any other provision of this Memorandum.

### **ARTICLE III DURATION**

3.1. This Memorandum shall enter into force upon signature by the duly authorized representatives of the Parties and shall remain in force for 5 years. Nonetheless the Parties may extend the period of this Agreement by mutual consent in writing by their duly authorized representatives.

### **ARTICLE IV COOPERATION ACTIVITIES**

4.1. Subject to the corresponding rules and procedures, and the availability of financial resources, the GS/OAS shall:

- a) Support the IAI in establishing cooperative activities related to environment, science, and science diplomacy with OAS Member States and OAS' collaborators, partners and donors.
- b) In accordance with the norms of the respective organs of the OAS and at the request of IAI, facilitate the participation of the IAI in GS/OAS activities, projects, and networks related to global change and sustainable development.
- c) Contribute to the IAI's capacity to communicate effectively with policy makers to promote science-based decision-making, in accordance with the programs approved by the OAS General Assembly provided and subject to available financial resources.
- d) Strengthen North-South and South-South engagement on sustainability science, and on sustainability-related, science-policy-practice interfaces in the Americas, in accordance with the programs approved by the OAS General Assembly.
- e) Support IAI's fundraising efforts for the implementation of programs and projects related to this Agreement.

4.2. Subject to the corresponding rules and procedures, and the availability of financial resources, the IAI Directorate shall:

- a) As required, share research outcomes resulting from IAI science projects to support OAS decision making.
- b) Incorporate policy-relevant global change topics identified by OAS Member States to be considered by the IAI for its projects and programs.
- c) Support capacity building activities that are in line with the areas of thematic and regional interest of the Parties.

- d) Support young scientists and policy makers in science-policy programs and activities associated with the GS/OAS and the IAI, for instance, through scholarships and fellowships.
- e) Facilitate the exchange of professionals between institutions and countries participating in projects and activities of the GS/OAS and the IAI.
- f) Promote linkages between regional and international multilateral environmental framework agreements and relevant organizations.
- g) As requested by the GS/OAS, provide support in environmental areas where IAI has technical expertise.
- h) Engaging of GS/OAS representatives in appropriate IAI activities and networks.
- i) Strengthen North-South, South-South and other types of collaboration on sustainability-related, science-policy-practice interfaces in the Americas.
- j) Based upon information provided by GS/OAS, distribute information on the objectives and activities of the OAS among the different institutions with which it has relationships.
- k) Provide to the GS/OAS, publications on matters having relation to joint programs, projects and activities.
- l) At the request of the GS/OAS, propose draft legislative texts, model laws, legislative guides and other uniform documents for its consideration.
- m) Present to the GS/OAS before January 31 of each calendar year a report containing a description of the activities carried out in the previous year pursuant to the present Memorandum and an updated list of its authorities and other affiliated entities in each of the OAS Member States.
- n) Consider the written observations and comments of the GS/OAS on the areas identified in this Article.

4.3. The cooperation activities set out in Articles 4.1. and 4.2. above form part of the work agenda of the GS/OAS and are also priorities or ongoing programs, projects and activities of the IAI. However, they should not be taken to exclude or replace other forms of cooperation between the Parties on other issues of common interest. Therefore, the cooperation activities may be reviewed by the Parties any time during the execution of this Memorandum to allow them to respond to newly emerging issues in the realm of science & technology, environment, and sustainability.

**ARTICLE V**  
**SPECIAL COOPERATION RELATIONS**

5.1. 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 in accordance with Article 6.1 of this Memorandum which shall take into account:

- a) The development and implementation of joint projects in areas of science-policy interface on global environmental change and its impacts on human well-being, including but not limited to scientific research and capacity building activities, in ways that are supported by the mandates of the Parties and that ensure recognition of their respective involvement in joint activities.
- b) Collaboration in setting scientific and environmental agendas, science-policy research networking and promotion of global change and sustainability research in the region.
- c) The joint organization of high level government meetings, conferences, workshops, capacity-building events, and scientific meetings.
- d) Communication of research outcomes in support of informed decision making.
- e) Opportunities for collaboration in multilateral environmental framework meetings and activities.
- f) Joint-fundraising to support programs, projects and activities of common interest.

5.2. Any supplementary agreements, memoranda of understanding or letters of agreement entered into pursuant to Article 6.1 below, shall be governed by the terms of this Memorandum, unless the Parties expressly provide otherwise in those instruments.

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

6.1. 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;
- 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 Memorandum as the programmatic and juridical framework for the program, project or activity.

## **ARTICLE VII COORDINATION AND NOTICE**

7.1. Within the GS/OAS, the dependency responsible for coordinating GS/OAS activities under this Memorandum is the Department of Sustainable Development in the Secretariat for Integral Development and the Coordinator is Mr. Cletus I Springer, Director of the Department of Sustainable Development. Notifications and communications should be directed to the Coordinator at the following street address, fax and electronic mail:

General Secretariat of the OAS  
*Cletus I. Springer*  
*Director, Department of Sustainable Development*  
1889 F Street, N.W.  
Washington, D.C. 20006  
United States of America  
Tel.: (1-202) 370-9084  
Fax: (1-202) 458-3560  
Electronic Mail: [cspringer@oas.org](mailto:cspringer@oas.org)

7.2. The dependency responsible within the IAI for coordinating the activities of the IAI under this Memorandum is the IAI Directorate, and the Coordinator is Ms. Marcella Ohira, *Deputy Director*. Notifications and communications should be directed to the Coordinator at the following street address, fax and electronic mail:

IAI Directorate  
Av. Italia 6201, Ed. Los Tilos 102  
11500 Montevideo  
\_Uruguay  
Tel.: \_+59 8 2606 01 26  
Electronic Mail: iai@dir.iai.int

7.3. All communications and notifications under this Memorandum 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 7.1 and 7.2, 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.

7.4. 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 VIII MONITORING AND REVIEW**

8.1. The Parties will establish a Joint Steering Committee to oversee and assure effective coordination of the joint programs, projects and/or activities, and to regularly review and evaluate progress in the implementation of the collaboration. For that purpose, each Party will designate two representatives to this Committee.

#### **ARTICLE IX RELATIONSHIP OF THE PARTIES**

9.1. The Parties acknowledge and agree that the IAI and GS/OAS are separate and distinct entities. The Parties will maintain the individuality and autonomy of their respective technical and administrative organization.

9.2. Neither Party shall be entitled to act or make legally binding declarations on behalf of the other Party. Nothing in this Memorandum shall be deemed to constitute a joint venture, agency, interest grouping or any other kind of formal business grouping or entity between the Parties.



**ARTICLE X  
FINANCIAL PROVISIONS**

10.1. 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 Memorandum for the joint implementation of programs, projects and/or activities, this Memorandum in and of itself does not create obligations of a financial nature for either of the Parties.

10.2. The implementation of the cooperation activities listed in Article IV of this Memorandum is subject to the availability of funds in the respective budgets of the Parties.

10.3. To the extent permitted by the Parties' respective regulations, rules and policies, the Parties may engage, as appropriate, in fundraising from the public and/or private sectors to support the joint programs, projects and activities to be developed or carried out pursuant to Article 6.1 of this Memorandum.

10.4. Neither Party shall engage in fundraising with third parties in the name of or on behalf of the other, without the prior express written approval of the other Party in each case.

**ARTICLE XI  
INTELLECTUAL PROPERTY RIGHTS**

11.1. Nothing in the Memorandum shall be construed as granting or implying rights to, or interest in, intellectual property of the Parties.

11.2. In the event, that the Parties foresee that intellectual property that can be protected shall be created in relation to a particular program, project and/or activity to be carried out under this Memorandum, the Parties shall negotiate and agree on terms of its ownership and use in the relevant legal instrument concluded as per Article 6.1.

11.3. The Parties agree that all data and publications of work sponsored under the Memorandum by the Parties' funds and/or efforts must be freely and openly available with due attribution of authorship and sponsorship, unless agreed otherwise.

11.4. In the case of joint ownership of intellectual property, the Parties will in good faith endeavor to establish a joint ownership agreement regarding the allocation and terms of exercising that joint ownership, taking into account the relevant

contributions of the Parties.

**ARTICLE XII  
USE OF NAME AND EMBLEM**

12.1. Neither Party shall use the name, emblem or trademarks of the other Party, its subsidiaries and/or affiliates, or any abbreviation thereof, in connection with its business or for public dissemination without the prior expressly written approval of the other Party in each case. In no event shall authorization of the emblems be granted for commercial purposes or for use in any manner that suggests an endorsement by the other Party.

**ARTICLE XIII  
CONFIDENTIALITY**

13.1. The handling of information shall be subject to each Party's confidentiality policies.

13.2. Before disclosing internal documents, or documents that by virtue of their content or the circumstances of their creation or communication must be deemed confidential, of the other Party to third parties, each Party shall obtain the express, written consent of the other Party.

**ARTICLE XIV  
RESPONSIBILITY**

14.1. The Parties agree to observe the highest ethical standards and administrative transparency in all actions and activities related to this Memorandum. In addition, the GS/OAS, to the extent applicable and without prejudice to its privileges and immunities referred to in Article XV, and IAI agree to comply with the provisions of the Inter-American Convention Against Corruption and in the applicable norms of the country in which the programs, project and/or activities referred to in this Memorandum. Failure to comply with this provision shall constitute grounds for anticipatory termination of this Memorandum, pursuant to Article XVIII.

14.2. Each Party will assume full responsibility for the claims or demands directly and proximately caused by actions or omissions of their corresponding personnel, representatives, officials and contractors.

**ARTICLE XV  
PRIVILEGES AND IMMUNITIES**

15.1. The Parties mutually recognize the privileges and immunities they enjoy by virtue of the relevant agreements and laws on the subject and general principles of international law.

**ARTICLE XVI  
DISPUTE RESOLUTION**

16.1. The Parties shall use their best efforts to settle amicably through direct negotiations any dispute, controversy or claim arising out of this Memorandum, or supplementary agreements, memoranda of understanding or exchange of letters pursuant to Article 6.1, above. If a solution satisfactory to both Parties cannot be reached then the Parties shall submit their differences to arbitration under the UNCITRAL Arbitration Rules then in force. 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 Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

16.2. The law applicable to the arbitration proceedings and to this Memorandum shall be the law of the District of Columbia, U.S.A.

**ARTICLE XVII  
AMENDMENTS**

17.1. Each Party shall promptly notify the other in writing of any anticipated or actual material changes that will affect the execution of this Memorandum.

17.2. The Parties may amend this Memorandum by mutual written agreement, which shall be appended to this Memorandum and become an integral part of it.

**ARTICLE XVIII  
TERMINATION**

18.1. This memorandum may be terminated by mutual consent or by either Party by giving 3 months' prior written notice to the other Party. Notwithstanding the termination of this Memorandum, the supplementary agreements, memoranda of understanding and letters referred to in Article 6.1 that the Parties have signed and that have been duly financed shall be continued to completion unless the Parties

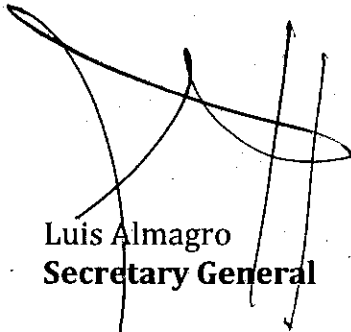
mutually decide otherwise.

18.2. The obligations under Articles XI, XII, XIII, XIV, XV y XVI do not lapse upon expiry, termination of this Memorandum.

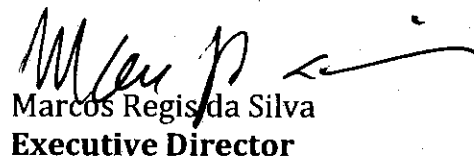
**IN WITNESS WHEREOF**, the undersigned, being duly authorized, have signed this Memorandum in duplicate on the date and at the place indicated below:

**FOR OAS GENERAL SECRETARIAT:**

**FOR THE INTER-AMERICAN INSTITUTE  
FOR GLOBAL CHANGE RESEARCH:**



Luis Almagro  
Secretary General



Marcos Regis da Silva  
Executive Director

**Place:** Washington, D.C.

**Place:** Washington, D.C.

**Date:** 03/19/19

**Date:** 03/19/19