

**ACUERDOS BILATERALES/ BILATERAL AGREEMENT/
ACORDOS BILATERAIS/ACCORDS BILATERAUX**

Clasificación:
Classification: 36-2019
Classifacation:
Classificação:

Fecha de Ingreso:
Entry Date: 06/07/19
Date d'entrée:
Data de Admissão:

Nombre del Acuerdo:
Name of the agreement: Memorandum of Understanding between The General Secretariat of
the Organization of American States and KFW Development Bank.
Nom de l'accord:
Nome do Acordo:

Materia:
Subject: Provision of a non-exclusive framework to explore future cooperation
and to facilitate collaboration between the parties with the aim to
promote sustainable protections in Latin America and the Caribbean.

Sujet:
Materia:

Partes:
Parties involved: GS/ KFW Development Bank.
Parties:
Partes:

Referencia:
Reference: KFW Development Bank.
Référence:
Referência:

Fecha de Firma:
Signature Date: March 19th, 2019
Date de la signature:
Data de Assinatura:

Fecha de Inicio:
Start Date:
Date du commencement:
Data de Início:

Fecha de Terminación:
End Date:
Date de résiliation :
Data de Rescisão :

Lugar de Firma:
Place of Signature: Washington, D.C.
Lieu de la signature:
Lugar de assinatura:

Unidad Encargada:
Unit in Charge: Executive Secretariat for Integral Development.
Unité responsable:
Unidade Encarregada:

Persona Encargada:
Person in Charge: Executive Secretary for Integral Development.
Personne responsable:
Pessoa Encarregada:

Cierre del proceso:
Closure of proceedings:
Clôture des procédures:
Fechamento do processo:

Notas adicionales:
Additional notes:
Notes supplémentaires:
Notas adicionais:



Memorandum of Understanding

between

The General Secretariat of the Organization of American States
and KfW Development Bank

THE PARTIES TO THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as the “MoU”), 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 Executive Secretary for Integral Development, Ms. Kim Hurtault-Osborne, and KfW, represented by Senior Project Manager Karim ould Chih and Country Manager Central America Dr. Manuel Schiffler, (hereinafter “KfW”), a public law institution (Anstalt des öffentlichen Rechts), organized under the laws of Germany, having its principal place of business at Palmengartenstrasse 5-9, 60325 Frankfurt am Main, Germany

CONSIDERING:

That through the Charter of the Organization of American States (hereinafter referred to as the “OAS”), the Member States established the OAS “to achieve 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 based on the Charter of the OAS, declarations of the Heads of State and Government, and successive OAS General Assembly resolutions since 2009, the OAS member states have formulated strategies to combat inequality and promote social inclusion through initiatives such as breaking structural barriers in access to opportunities, promoting public policies that generate social inclusion and raising living conditions of various more vulnerable groups;

That KfW’s goal is to help partner countries fight poverty, maintain peace, and protect both the environment and the climate and shape globalization in an appropriate way. On behalf of the German Federal Government, and primarily the Federal Ministry for Economic Cooperation and Development (BMZ), KfW finances and supports programs and projects in developing countries and emerging economies – from their conception and execution to monitoring their performance;

That the GS/OAS and KfW (hereinafter referred to individually as a “Party” and jointly as the “Parties”) are committed to improving the quality of lives of the peoples of the Americas through their work aimed at providing greater opportunities for its citizens and their desire to address the global challenges of climate change, poverty reduction and sustainable development, wish to formalize a basis on which the Parties may explore opportunities aiming at cooperating and collaborating on matters of common interest, and to render their respective activities more effective and beneficial;

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); and

That GS/OAS, their personnel, and their assets have privileges and immunities, in accordance with the OAS Charter, relevant agreements, applicable national law, and general principles and practices of international law,

HAVE AGREED to enter into this MoU:

ARTICLE I

Objective

1.1. The objective of this MoU is to provide a non-exclusive framework to explore future cooperation and to facilitate collaboration between the Parties with the aim to promote sustainable development, which entails balancing economic growth, social equity and environmental protections in Latin America and the Caribbean.

ARTICLE II

Areas of Cooperation

2.1. The Parties may, in particular, explore the possibility of cooperating in the following areas of activity:

- a. Active participation and collaboration by the Parties, within the limits and resources of each Party, in the following areas:
 - i) Consideration to initiate, where appropriate, a dialogue to pursue collaborative activities which may include: strengthening policy and sector dialogues in relevant countries and sectors, and building a strong and effective relationship among the Parties. The continued dialogue may serve as a vehicle to strengthen the partnership; and
 - ii) Support to further extend the Parties' collaboration in the field of biodiversity protection, climate change and sustainable development in Latin America and the Caribbean.
- b. Exchange of information and consultation, as necessary and appropriate, in the interest of identifying additional areas in which, and the concrete activities for which, effective and practical cooperation may be possible within the framework of this Agreement. Any exchange of information and consultation between the Parties shall be subject to their respective policies and procedures on the disclosure of information, confidentiality agreements, financial resources, and applicable legal requirements.

ARTICLE III
Implementation of Collaborative Activities

3.1. 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 endeavor to conclude a supplementary agreement, specific memorandum of understanding or exchange of letters containing the applicable conditions for each program, project and/or activity, subject to the Parties internal objectives, functions, policies, and procedures.

3.2. Without prejudice to what the Parties may provide in the supplementary agreements, specific memoranda of understanding and/or exchange of letters entered into pursuant to this MoU for the joint implementation of programs, projects and/or activities (if any), this MoU in and of itself does not represent for either Party any commitment with regard to funding; any obligation to enter into supplementary agreements, specific memoranda of understanding or letters of agreement; or any commitment to give preferred treatment to the other Party in any matter contemplated under this MoU or otherwise, nor does this MoU constitute any obligation of the Parties whatsoever.

ARTICLE IV
Coordination and Notice

4.1. Within the GS/OAS, the dependency responsible for coordinating GS/OAS activities under this MoU is the Executive Secretariat for Integral Development and the Coordinator is Ms. Kim Hurtault-Osborne, Executive Secretary for Integral Development. Notifications and communications should be directed to the Coordinator at the following street address, fax and electronic mail:

General Secretariat of the OAS
Kim Hurtault-Osborne, Executive Secretary for Integral Development
1889 F Street, N.W.
Washington, D.C. 20006
United States of America
Tel.: +1 (202) 370-9014
Electronic Mail: KOsborne@oas.org

4.2. Within KFW, Dr. Manuel Schiffler is responsible for coordinating the activities of this MoU. Notifications and communications should be directed to the Coordinator at the following street address, and electronic mail:

Country Manager Central America
Dr. Manuel Schiffler
Palmengartenstraße 5-9
60325 Frankfurt am Main
Germany
Tel: +49 69-7431-4325
Electronic Mail: manuel.schiffler@kfw.de

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

**ARTICLE V
General Provisions**

5.1 The Parties will resolve any disagreements (if any) with respect to the application or interpretation of this MoU exclusively on an amicable basis.

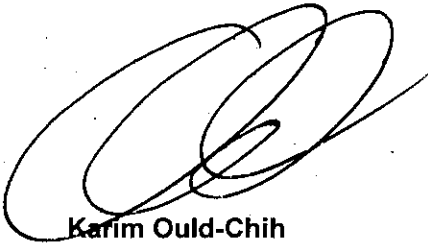
5.2 This MoU shall enter into force on the date of its signature by the authorized representatives of the Parties and will remain in effect for three (3) years. Notwithstanding, this MoU may be terminated by mutual consent or by either of the Parties by written notice from one to the other with not less than thirty days' notice. Notwithstanding the termination of this MoU, the supplementary agreements, specific memoranda of understanding and letters referred to in Article III above, that the Parties may have signed (if any) shall be continued to completion unless the Parties mutually decide otherwise.

5.3 Modifications to this MoU 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 MoU and shall form part of it.

5.4 Subject to the Parties' policies and procedures with respect to the disclosure of information, the Parties may make this MoU publicly available.

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

FOR KFW:



Karim Ould-Chih
Senior Project Manager

Place: Washington, D.C.

Date: March 19, 2019

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



Kim Osborne
Executive Secretary for Integral Development

Place: Washington, D.C.

Date: March 19, 2019