



Organization of  
American States



COOPERATION AGREEMENT

BETWEEN

THE UNITED NATIONS DEVELOPMENT FUND FOR WOMEN

AND

THE GENERAL SECRETARIAT OF THE ORGANIZATION OF  
AMERICAN STATES

# COOPERATION AGREEMENT BETWEEN THE UNITED NATIONS DEVELOPMENT FUND FOR WOMEN AND THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES

THE PARTIES to this Agreement, the United Nations Development Fund For Women (UNIFEM) (hereinafter referred to as "UNIFEM"), an Intergovernmental Organization with its Headquarters at 304 East 45th Street, 15th Floor in New York City, and the General Secretariat of the Organization of American States (GS/OAS), a public international organization with its headquarters at 1889 F Street, N.W. Washington DC 20006 USA, and jointly referred to hereafter as the "Parties";

BEARING IN MIND that the United Nations Development Fund for Women (UNIFEM), established in 1976, is the women's fund at the United Nations, dedicated to advancing women's rights and achieving gender equality. It provides financial and technical assistance to innovative programmes and strategies that foster women's empowerment;

BEARING IN MIND that the Inter-American Commission of Women (CIM), established in 1928, is the advisory body of the OAS on issues related to women, dedicated to promote the rights of women and gender equality and equity; and,

AFFIRMING the desire of both Parties to establish a cooperation framework and facilitate collaboration in areas of mutual interest to attain their common objectives in the Latin American and Caribbean region,

HAVE AGREED AS FOLLOWS:

## Article I PURPOSE

1.1 The purpose of this Agreement is to establish a framework for cooperation mechanisms between the Parties.

## Article II AREAS OF COOPERATION

2.1 The Parties shall give consideration to developing cooperation relations in the following areas:

- a) Political and economical empowerment of women;
- b) Strengthening of democratic political and electoral systems and processes through the promotion of free and fair elections throughout the Americas;
- c) Fight against poverty and social exclusion, with a special emphasis on the social inclusion of women;
- d) Strengthening of capacities of the most vulnerable groups (indigenous, afro-descendants and others);
- e) Eradication of all forms of violence against women;
- f) Sustainable development;
- g) Cultural diversity; and,
- h) Actions towards the fulfillment of the Millennium Development Goals.

2.2 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 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 Agreement as the programmatic and juridical framework for the program, project or activity.

### Article III FINANCIAL

3.1 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 IV EXCHANGE OF INFORMATION AND DOCUMENTS

4.1 Subject to arrangements that may be required to preserve the confidential or restricted nature of certain information and documents, the Parties shall undertake to exchange information on matters of common interest.

### Article V INTELLECTUAL PROPERTY RIGHTS

5.1 Intellectual property rights and in particular the rights of the author of the documents provided by each Party for the execution of the activities of cooperation defined in this Agreement would belong to the Party that provided it. In the event of activities executed jointly, the intellectual property rights will be defined on a case to case basis in the supplementary agreements, memoranda of understanding and/or exchange of letters entered into pursuant to this Agreement.

### Article VI COORDINATION AND NOTIFICATIONS

6.1 The Inter-American Commission of Women (CIM) of the OAS through its Executive Secretary, and the United Nations Development Fund For Women (UNIFEM), through its Executive Director,

shall be the persons/bodies designated with the coordination of this Agreement and shall receive all correspondence dealing with matters envisaged in this MOU.

6.2 Notifications and communications should be addressed to the aforementioned coordinators at the following addresses:

General Secretariat of the Organization of  
American States (GS/OAS)  
Inter-American Commission of Women (CIM)  
Executive Secretary  
17th Street & Constitution Avenue N.W.  
Washington DC 20006 U.S.A.  
Tel: 202-458-6084  
Fax: 202-458-3000  
Email: [cmoreno@oas.org](mailto:cmoreno@oas.org)

United Nations Development Fund For Women  
Executive Director  
304 East 45th Street  
15th Floor  
New York, NY 10017  
U.S.A  
Tel: 212-906-6400  
Fax: 212-906-6705  
Email: [ines.alberdi@unifem.org](mailto:ines.alberdi@unifem.org)

6.3 Communications and notifications issued under this Agreement shall be valid only when addressed by mail or fax to the representatives above mentioned. When communications are by electronic mail they shall be valid only when sent directly from the electronic address of the coordinator of either Party to the electronic coordinator of the other Party.

6.4 Either Party may change the responsible unit within its structure, the designated representative or the address, telephone, fax or e-mail indicated by notifying the other Party to that effect in writing.

#### Article VII PRIVILEGES AND IMMUNITIES

7.1. 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 VIII DISPUTE RESOLUTION

8.1. 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 2.2, 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 a mutually agreed upon procedure. The decision shall be final and binding and not subject to appeal.

#### Article IX AMENDMENTS

9.2 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.

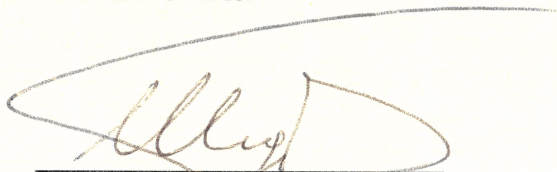
Article X  
ENTRY INTO FORCE AND TERMINATION

10.1 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 10.2.

10.2 This Agreement may be terminated by mutual consent or by either of the Parties without cause 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 2.2 that the Parties have signed and that have been duly financed shall be continued to completion unless the Parties mutually decide otherwise.

IN WITNESS WHEREOF the duly authorized representatives of the Parties have hereby signed the present Agreement in two equally authentic originals at the place and on the dates indicated below.

FOR THE GENERAL SECRETARIAT  
OF THE ORGANIZATION OF  
AMERICAN STATES:



\_\_\_\_\_  
José Miguel Insulza  
Secretary General

FOR THE UNITED NATIONS  
DEVELOPMENT FUND FOR WOMEN:



\_\_\_\_\_  
Inés Alberdi  
Executive Director

Place: Washington, D.C.  
Date:

Place: Washington, D.C.  
Date: