

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

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Nombre del Acuerdo: Memorandum of understandin between the General Secretariat of the Organization of American States and the Corporación Andina de Fomento : Inter-American Agenda for climate and biodiversity action.

Name of the Agreement:
Nom de L'accord:
Nome do Acordo:

Materia: Cooperation between General Secretariat of the Organization of American States and the Corporación Andina de Fomento (CAF)

Subject:
Sujet:
Materia:

Partes: SG / Corporación Andina de Fomento (CAF)
Parties Involved:
Parties:
Partes:

Referencia: Corporación Andina de Fomento (CAF)
Reference:
Référence:
Referência:

Fecha de Firma: April 9, 2022
Signature Date:
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: Washington, D.C.
Place of Signature:
Lieu de la Signature:
Lugar de Assinatura:

Unidad Encargada:
Unit in Charge:
Unité Responsable:
Unidade Encarregada:

Persona Encargada:
Person in Charge:
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
THE CORPORACION ANDINA DE FOMENTO**

“INTER-AMERICAN AGENDA FOR CLIMATE AND BIODIVERSITY ACTION”

Whereas the General Secretariat of the Organization of American States (hereinafter referred to as “GS/OAS”), represented by its Secretary-General, Luis Almagro, is a public international organization that brings together all 35 independent states of the Americas and constitutes the main political, juridical, and social governmental forum in the Hemisphere;

Whereas the Corporacion Andina de Fomento (hereinafter referred to as “CAF”), is a development bank created in 1970, owned by 19 countries - 17 of Latin America and the Caribbean, Spain, and Portugal- as well as 13 private banks in the region. It promotes sustainable development and regional integration, by providing multiple financial services to clients in the public and private sectors of its Shareholder Countries. CAF is duly represented by its Executive President, Sergio Díaz-Granados G.;

Whereas GS/OAS recognizes the significant contribution that can be made by CAF to its strategic objectives and therefore actively promotes cooperation arrangements with multilateral development banking;-

Whereas CAF supports the objectives of GS/OAS and values its sustainable development strategy, and its programmatic areas of sustainable energy, environmental law and governance, disaster risk reduction, biodiversity, climate mitigation and adaptation, water resources management, cities, among others, all acting as engines of development of great importance for the region and expresses the intention of establishing channels of mutual collaboration with GS/OAS-within the framework of the present Memorandum of Understanding for partnership;

Whereas CAF and GS/OAS underline that the 2022 Summit of the Americas is an opportunity to bring together the hemisphere to promote the protection of the environment, the sustainable use of biodiversity, and to reaffirm the commitment to reducing greenhouse gas emissions and investing in a global low carbon economy, with a particular emphasis on countries and regions that are more vulnerable to the effects of climate change like the Caribbean; and

Whereas the GS/OAS is the central and permanent organ of the Organization of American States 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),

Now therefore, the Parties have agreed as follows:

Article I: Aim and scope

1.1 The objective of this Memorandum of Understanding is to establish cooperation between GS/OAS and CAF. The Parties agree that they will cooperate closely and consult one another on matters of mutual interest related to sustainable development, which include:

- (i) Bring together countries and institutions in new ways to accelerate the implementation and enhance ambition overtime of the climate, biodiversity, and sustainable development agendas to spur economic growth and improve the livelihoods of all people, with a particular emphasis on regions that are more vulnerable.

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- (ii) Enable access to innovative financing, investment and scalable funding, to accelerate the just transition of countries towards a green and low-carbon resilient economy;
- (iii) Promote investments through Technical Cooperation and Capacity Building
- (iv) Share experience, good practices, and knowledge in attracting and mobilizing investments to promote climate action, conservation, and sustainable use of biodiversity;
- (v) Foster the diffusion of technologies and enable digitalization as a transversal axis with direct impact on the environment;
- (vi) Building technical skills and capacities for expanding participation in the blue, green and innovation economies with an emphasis on transformative technologies;
- (vii) Any other activity in direct relation to the main objective of this Memorandum of Understanding.

1.2 The Parties agree to work together in good faith, through joint and concerted cooperation in accordance with the provisions of this Memorandum of Understanding, in order to implement the objectives set forth above.

1.3 The Parties agree that this Memorandum of Understanding does not confer any exclusivity regarding activities covered by this Memorandum and that they may collaborate on similar activities with other partners.

Article II: Areas of cooperation

2.1 Subject to the respective rules and procedures of the Parties and the availability of funds, the programme of work of the Parties and to the provisions of this Memorandum, GS/OAS and CAF will cooperate in the implementation of projects including any of the following areas:

- (i) Promote the access to innovative financing instruments to support countries in complying with their environmental and climate commitments, through the development of policies and strategies in climate and environmental matters and as well as the strengthening of institutional capacities.
- (ii) *Support the structuring of programs and projects with environmental and climate co-benefits and the mobilization of international resources for green financing.*
- (iii) Support the shaping of better policies and help the private sector to adopt sustainable and resilient consumption and production models.

2.2 The Parties will hold regular meetings between their designated focal points, or their representatives, to review the outcomes and issues arising from their cooperation, to agree on priorities and issues for future cooperation and to identify new areas of collaboration.

2.3 Nothing in this Memorandum shall be deemed to represent a financial implication or commitment on any of the Parties. This Memorandum of Understanding does not create any agency or partnership relationship. This Memorandum of Understanding does not require either Party to make any payment of any kind to the other Party.

2.4 For the sake of clarity, this Memorandum of Understanding shall not in any way constitute an offer or inducement of offer for a contract of any nature. Furthermore, neither Party has an obligation under this Memorandum of Understanding to purchase any product or service from the other Party or to develop, manufacture or market any product or service.

Article III: Modalities of cooperation

3.1 The objectives, expected results, commitments, and modalities of execution for specific projects to be implemented under the scope of this Memorandum of Understanding shall be agreed upon by GS/OAS and

CAF in specific project documents and approved through the conclusion of a supplementary agreement between the Parties. Each supplementary agreement shall be signed by the duly authorized representatives of the Parties and shall be governed by the terms of this Memorandum of Understanding, unless the Parties expressly provide otherwise in those instruments.

- 3.2 The implementation of activities and projects envisaged in this Memorandum of Understanding will depend on the availability of the necessary financial resources and will be made in accordance with the regulations, rules, instructions, policies and procedures in force for GS/OAS and CAF.
- 3.3 The Parties will make every effort to inform each other of all issues that might affect the implementation of this Memorandum of Understanding and the activities to be implemented.

Article IV: Use of the name, acronym, flag and emblem

- 4.1 The Parties and their affiliates will not in any manner whatsoever use the name, emblem, acronym or flag of the other Party in connection with its business or otherwise without express prior written authorization of the other Party and upon the terms and conditions established by said Party.
- 4.2 Subject to the prohibition established in Articles 4.1 above, either Party may issue press releases or make public announcements relating to this Memorandum of Understanding; however, the Parties will first provide a draft of any intended press release to the other Party for review and approval before being issued.

Article V: General conditions

- 5.1 Nothing in or relating to this Memorandum of Understanding will be construed as establishing a joint venture, agency, exclusive arrangement, or other similar relationship implying any joint liability between GS/OAS and CAF.
- 5.2 The Parties confirm that they are not directly involved in the production of goods, the delivery of services or any other activity which could be opposed to the objectives or principles of CAF, or the GS/OAS.
- 5.3 Without prejudice to their respective privileges and immunities, the Parties will respect the laws of the countries in which they operate. The Parties will not permit any of its officials to receive a direct or indirect profit from this Memorandum of Understanding or from any subsequent agreement(s) between the Parties.
- 5.4 The Parties will not assign, transfer, pledge, or make other disposition of the present Memorandum of Understanding or any part thereof or of any of the rights, claims, and obligations under the present Memorandum of Understanding except with the prior written approval of the other Party. Any of the aforementioned actions taken without such written approval will not be valid.
- 5.5 The Parties undertake to keep under reserve all Confidential Information shared in connection with the execution of this Memorandum of Understanding. In this regard, each Party will avoid disclosing Confidential Information to third parties and must protect it, guarding it, at least, with the same diligence and care that it uses to protect its own Confidential Information. For the purposes of this Memorandum of Understanding, "Confidential Information" means all information that is expressly designated in writing as confidential informations when it is shared with the other Party and that is not in the public domain.
- 5.6 Any notice, request or communication from one Party to another by virtue of this Memorandum of Understanding shall be made in writing and shall be considered completed at the time the respective communication is delivered to the recipient at its respective address, each of which is listed below:

To CAF

Att: Martha Patricia Castillo
Address: Gerencia de Acción Climática y Biodiversidad Positiva
Vicepresidencia Corporativa de Programación Estratégica
Email mcastillo@caf.com

To GS/OAS:

Att: Gonzalo Koncke
Address: Oficina del Jefe de Gabinete del Secretario General
Email gkoncke@oas.org

Any change in the domiciles or information set forth above must be notified to the other Party, by any of the aforementioned media, and will not be effective until the recipient Party acknowledges receipt of such change or modification.

No oral or written instructions or communication shall be considered as the creation of new obligations or the modification of the terms and conditions set forth in this Memorandum of Understanding, unless it is set forth in agreements executed by duly authorized representatives of the Parties.

Article VI: Entry into force, amendment and termination

- 6.1 This Memorandum of Understanding will enter into force on the date of its signature by both Parties, and will remain in effect for a five (5) year period, unless terminated by either Party three months prior written notice to the other Party. Notwithstanding the termination of this Memorandum of Understanding, the supplementary agreements referred to in Article 3.1 that the Parties have signed and that have been duly financed shall be continued to completion unless the Parties mutually decide otherwise. This Memorandum of Understanding may be renewed by written agreement of the Parties before expiration date.
- 6.2 Any amendment to this Memorandum of Understanding will be effected by written agreement executed by the duly representatives of the Parties.
- 6.3 The Parties recognize the existence and validity of the Cooperation Agreement (the "Cooperation Agreement") signed between the Parties on September, 5th, 2017, and agree that the dispositions of this Memorandum of Understanding does not substitute any of the clauses of the Cooperation Agreement.

Article VII: Governing Law and Solution of Controversies

- 7.1 The present Memorandum of Understanding will be construed in accordance with general principles of International Law, to the exclusion of any single national law.
- 7.2 The Parties shall maintain in their relations the highest level of collaborative spirit, which shall be based on good faith and cordiality. The Parties agree to resolve through negotiations any controversy or claim that could arise out of or relating to this Agreement. 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") 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.

Article VIII: Privileges and Immunities

Nothing in or relating to this Memorandum of Understanding shall be deemed to represent a waiver of the Privileges and Immunities of GS/OAS and CAF.

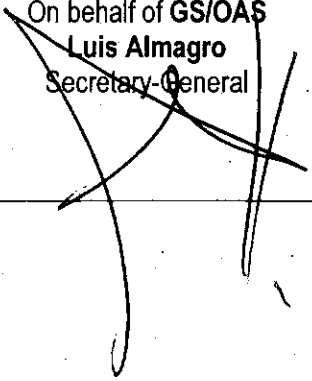
Article IX: Signature For The Formalization of the Agreement

Both Parties accept that the signatures used as a way to formalize the Memorandum of Understanding, by their signatories, who act as legal representatives of each Party, are valid and capable of guaranteeing the authenticity, integrity and non-repudiation of the content of this Memorandum of Understanding.

Agreement and acceptance of this Memorandum of Understanding are indicated by the signature of the duly authorized representatives of the Parties.

Done in English on Friday, April 9th 2022 in Washington DC,

On behalf of **GS/OAS**
Luis Almagro
Secretary-General



On behalf of **CAF**
Sergio Díaz-Granados G.
Executive President

