

Acuerdos Bilaterales

Clasificación: 167-2008

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Nombre de Acuerdo: Cooperation Agreement Between the General Secretariat of the Organization of American States through its Department of Sustainable Development and the Caribbean Community Climate Change Centre

Materia:

Partes: SG/OEA & Caribbean Community Climate Change Centre

Referencia: CCCCC

Fecha de Firma: 9 de abril de 2008

Fecha de Inicio:

Fecha de Terminación:

Lugar de Firma:

Unidad Encargada:

Persona Encargada:

Original:

Claves:

Cierre del proceso:



**Organización de los Estados Americanos
Organização dos Estados Americanos
Organisation des États américains
Organization of American States**



Date: 4/10/2008
Code: USDE-D

To: Mr. Dante Negro, Director, Office of International Law
From: Cletus Springer, Director, Department of Sustainable Development *CS*
Subject: Original – Cooperation Agreement between The GS/OAS Through Its Department of Sustainable Development and The Caribbean Community Climate Change Centre.

Attached for your information and files is the original of the above-mentioned Agreement.



**COOPERATION AGREEMENT
BETWEEN
THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES
THROUGH ITS DEPARTMENT OF SUSTAINABLE DEVELOPMENT
AND
THE CARIBBEAN COMMUNITY CLIMATE CHANGE CENTRE**

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THE PARTIES TO THIS AGREEMENT, the General Secretariat of the Organization of American States (hereinafter referred to as "GS/OAS") a public international organization, with headquarters at 1889 F. St. N.W., Washington, D.C. 20006, represented by its Secretary-General, Mr. José Miguel Insulza, through its Department of Sustainable Development (hereinafter referred to as "OAS-DSD"), and the Caribbean Community Climate Change Centre (hereinafter referred to as hereinafter referred to as "The Centre"), represented by its Executive Director, Dr. Kenrick Leslie, and located at the Central Campus of the University of Belize, Belmopan City, Belize.

CONSIDERING:

That OAS AG/RES. 2187 (XXXVI-O/06) "Special Security Concerns of the Small Island States of the Caribbean" reemphasized the importance of strengthening and enhancing the agenda of the Organization of American States and the hemispheric security architecture, by addressing the multi-dimensional nature of security as it relates to the security of the small island states of the Caribbean; and renews its appeal to member states to continue collaborating with the small island states of the Caribbean in the development of effective ways of addressing the security issues of these states, and instructing the Permanent Council to remain seized of the issues which impact the security of small island states.

That the Declaration of Santa Cruz +10, *The First Inter-American Meeting of Ministers and High Level Authorities on Sustainable Development* gives special attention to the small island states, whose environmental vulnerability, especially with regards to natural disasters, is greater, owing to their geographic situation, their size, and the scale of their economies, among other factors."

That the Inter-American Program on Sustainable Development (2006-2009) approved at *The First Inter-American Meeting of Ministers and High Level Authorities on Sustainable Development*, reiterates that special emphasis be placed by member states on the threats to Small Island Developing States related to environmental vulnerability exacerbated by susceptibility to natural hazards; and

That the UN Global Conference on the Sustainable Development of Small Island Developing States (UNGCSIDS) held in Barbados in 1994, accorded sustainable development issues, inclusive of Climate Change, the highest priority in the Barbados Programme of Action (BPOA);

That the Conference of Heads of Government of the Caribbean Community (CARICOM) at its Meeting in Canouan in July 2000, decided to establish a regional Climate Change Centre;

That OAS Member States have recognized on numerous occasions the vulnerability to natural hazards faced at the community level in the hemisphere, and through the OAS General Assembly Resolution AG/RES 2184 XXXVI-O/06 called for collaboration between the OAS-DSD and other international organizations in natural disasters risk management in order to build capacity and promote sustainable development;

That the Inter-American Committee on Natural Disaster Reduction (hereinafter “the IACNDR”) is an entity of the Organization of American States established by the General Assembly through resolution AG/RES. 1682 (XXIX-O/99), and is to act as the principal forum of the Inter-American System for analyzing issues related to natural and other disasters, including prevention and mitigation of their effects, in coordination with the governments of member states; competent national, regional, and international organizations; and non governmental organizations;

That the General Assembly, in referring to the foundation documents and plans of action of UN/ISDR, has emphasized the multi-sectoral, interdisciplinary and cross-cutting nature of natural disaster reduction, and stressed that continued interaction, cooperation and partnerships among institutions concerned are considered essential to achieve jointly agreed objectives and priorities;

That the GS/OAS through its Department of Sustainable Development has a longstanding history, supporting member states of the OAS in assessing their vulnerability to natural hazards and mitigating the effects of disasters, through different activities and resources that include technical assistance, training and technology transfer through intervention in development planning, project and policy formulation;

That the OAS-DSD is the principal technical arm of the GS/OAS responsible for meeting the needs of OAS member states in matters of sustainable development and environment supporting the formulation, design and execution of policies and technical cooperation projects;

That the GS/OAS and The Centre have expertise and capacity in coincident areas of interest that can provide synergy with, and add value to the work of each other;

That The GS/OAS has competence, experience and expertise that will support, reinforce and facilitate the Centre’s mandate of capacity-building in the field of climate change;

That The Centre has competence, experience and expertise that will support, reinforce and facilitate the OAS’ mandate for protecting the security of the Caribbean;

That The Centre was established in Belmopan, Belize in December 2003 with a mandate to build regional capacity to cope with the challenges to regional sustainable development efforts posed by Climate Variability and Climate Change; and to provide an institutional mechanism for the coordination of climate change activities in the region;

That The Centre has emerged as the principal regional institution for addressing, promoting and facilitating the development of coordinated regional positions in international Climate Change negotiations and co-ordinated regional action in Climate Change adaptation planning;

That 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);

HAVE AGREED to enter into this Agreement:

ARTICLE I PURPOSE

1.1. The purpose of this Agreement is to outline the basis for sustained collaboration between the GS/OAS and The Centre in implementing their respective mandates at they relate to climate change and climate variability in particular and natural hazard risk management in general.

ARTICLE II ASSISTANCE, EXCHANGE OF INFORMATION AND ATTENDANCE AT MEETINGS

2.1. The Centre shall:

- a. As required, provide advice to the GS/OAS on matters material to this Agreement;
- b. 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;
- c. Provide to the GS/OAS, publications on matters having relation to joint programs, projects and activities;
- d. At the request of the GS/OAS, propose draft texts of Inter-American legislative texts, model laws, legislative guides and other uniform documents for GS/OAS to consider for possible submission to the pertinent organs of the OAS;
- e. 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 Agreement and an updated list of its authorities and other affiliated entities in each of the OAS member states; and
- f. Consider the written observations and comments of the GS/OAS on the matters referred to in this Article.

2.2. GS/OAS shall:

- a. Make available such OAS documentation and publications as are requested by The Centre to the extent that confidentiality restrictions permit and the financial resources of the Organization allow;

b. In accordance with the norms of the respective organs of the OAS and at the request of The Centre, invite its representatives to the public meetings of those organs when matters of interest to them will be discussed;

c. As requested by The Centre, collaborate on matters relative to training in the member states of the OAS (in the areas covered by this Agreement), in accordance with the programs approved by the General Assembly provided and subject to available financial resources;

d. Consider the written observations and comments of The Centre on the matters referred to in this Article.

ARTICLE III SPECIAL COOPERATION RELATIONS

3.1. 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 4.3 of this Agreement which shall take into account:

- a. The development and implementation of joint research projects on:
 - i. The development of Information and Communication Technologies ("TIC") for the sharing and exchange of information and knowledge –including lessons learned and "good" practices, related to climate risk reduction and natural hazard risk management. To that end, The Centre and GS/OAS will seek to develop joint activities and projects that will assist their respective Member States in mitigating and adapting to the impact of climate change and climate variability;
 - ii. The development and joint execution of pilot projects to test practices and strategies, as to develop replicable experiences and provide practical experiences for public policy formulation;
- b. The exchange of bibliographic materials and access to databases and general information. To that end, The Centre and GS/OAS will seek to identify and collaborate in the organization and presentation of regional forums, as well as in the drafting of policy and technical papers;
- c. The exchange of documents and specific information in relation to work programs that are of interest to each of the Parties;
- d. The exchange of professional personnel to strengthen study and research programs;
- e. Joint meetings to address matters of common interest;

f. Capacity building in assessing vulnerability and risks associated with climate change and climate variability;

g. Capacity building for the purpose of identifying, designing, testing and evaluating the efficacy of strategies and options for mitigating and adapting to the negative effects of climate change and climate variability appropriate to the hemispheric reality;

3.2. Any supplementary agreements, memoranda of understanding or letters of agreement entered into pursuant to Article 4.3 below shall be governed by the terms of this Agreement, unless the Parties expressly provide otherwise in those instruments.

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

4.1. Within two months after the signing of this Agreement, and thereafter before the 31st day of January of each year, each Party shall present to the other a written document containing its work program for the current calendar year in relation to the subject matter of this Agreement.

4.2. The work programs referred to in Article 4.1, above, shall contain proposals for the joint implementation of programs, projects and/or activities of common interest, in accordance with Article 4.3 of this Agreement.

4.3. 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 V FINANCIAL PROVISIONS

5.1. 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 VI COORDINATION AND NOTICE

6.1. Within the GS/OAS, the dependency responsible for coordinating GS/OAS activities under this Agreement is Department of Sustainable Development and the Coordinator is Mr. Cletus Springer, Coordinator of the Division for Sustainable Energy, Climate Change and Natural Hazard Risk Management, and Chief of the Caribbean Division. Notifications and communications should be directed to the Coordinator at the following street address, fax and electronic mail:

1889 F Street, N.W. suite 711
Washington, D.C. 20006
United States of America
Tel.: (1-202) 458-3148
Fax: (1-202) 458-3560
Electronic Mail: cspringer@oas.org

6.2. The dependency responsible within CCCCC for coordinating the activities under this Agreement is Dr. Kenrick Leslie. Notifications and communications should be directed to the Coordinator at the following street address, fax and electronic mail:

Caribbean Community Climate Change Centre
Dr. Kenrick Leslie
Executive Director
2nd Floor, Lawrence Nicholas Building,
P.O. Box 563, Ring Road,
Belmopan, Belize
Tel: (501) 822-1094/1104
Fax: (501) 822-1365
Electronic Mail: k.leslie@sbcglobal.net

6.3. 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 6.1 and 6.2, 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.

6.4. 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 VII PRIVILEGES AND IMMUNITIES

7.1. Nothing in this Agreement constitutes an express or implied waiver of the privileges and immunities of the OAS, the GS/OAS, their personnel, and their assets, in accordance with the OAS Charter, relevant agreements, applicable national law, or the general principles and practices 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 4.3, 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 of arbitration. The decision shall be final and binding and not subject to appeal.

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

ARTICLE IX GENERAL PROVISIONS

9.1. The Parties agree to observe the highest ethical standards and administrative transparency in all actions and activities related to this Agreement. In addition, the GS/OAS, to the extent applicable and without prejudice to its privileges and immunities referred to in Article VII, and The Centre agrees 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 are executed in accordance with Article 4.3. Failure to comply with this provision shall constitute grounds for anticipatory termination of this Agreement, pursuant to Article 9.4.

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.

9.3. 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 9.4.

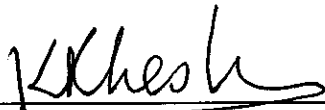
9.4 This Agreement may be terminated by mutual consent or by either of the Parties by written notice from one to the other with not less than thirty days notice.

Notwithstanding the termination of this Agreement, the supplementary agreements, memoranda of understanding and letters referred to in Article 4.3 that the Parties have signed and that have been duly financed shall be continued to completion unless the Parties mutually decide otherwise.

9.5. Articles VII and VIII 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:

**FOR THE CARIBBEAN COMMUNITY
CLIMATE CHANGE CENTRE:**

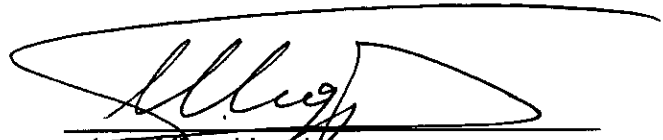


Kenrick Leslie
Director

Place: *Washington, DC*

Date: *April 9, 2008*

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



Jose Miguel Insulza
Secretary General

Place: *Washington, D.C.*

Date: *April 9, 2008*

