

Acuerdos Bilaterales

Clasificación: 29-2007

Fecha de Ingreso: 25 de Abril de 2007

Nombre de Acuerdo: Memorandum of Understanding for Institutional Strengthening through Capacity Building: Improving Local Governance in the Member Countries of the Organization of American States

Materia:

Partes: SG/OEA & CIFAL Atlanta An International Training Center for Local Authorities in the Americas affiliated to the United Nations Institute for Training and Research

Referencia: CA

Fecha de Firma: 21 de Noviembre de 2006

Fecha de Inicio: 21 de Noviembre de 2006

Fecha de Terminación:

Lugar de Firma: Washington,DC, Estados Unidos

Unidad Encargada:

Persona Encargada:

Original:

Claves:

Cierre del proceso:



**MEMORANDUM OF UNDERSTANDING
FOR**

**INSTITUTIONAL STRENGTHENING THROUGH CAPACITY BUILDING:
IMPROVING LOCAL GOVERNANCE IN THE MEMBER COUNTRIES OF THE
ORGANIZATION OF AMERICAN STATES**

Between

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

And

**CIFAL ATLANTA, AN INTERNATIONAL TRAINING CENTER FOR LOCAL
AUTHORITIES IN THE AMERICAS AFFILIATED TO THE UNITED NATIONS
INSTITUTE FOR TRAINING AND RESEARCH**



MEMORANDUM OF UNDERSTANDING FOR
INSTITUTIONAL STRENGTHENING THROUGH CAPACITY BUILDING:
IMPROVING LOCAL GOVERNANCE IN THE MEMBER COUNTRIES OF THE
ORGANIZATION OF AMERICAN STATES

The Parties, the General Secretariat of the Organization of American States ("GS/OAS"), represented by the Executive Secretariat for Integral Development ("SEDI"), and CIFAL ATLANTA, an international training center for local authorities in the Americas, affiliated with the Decentralized Cooperation Program of the United Nations Institute for Training and Research ("UNITAR")

Whereas the parties wish to co-ordinate their efforts to improve governance by strengthening municipal government institutions and provide training, technical advice in OAS member countries, within the framework of the missions assigned to them pursuant to their respective Charters;

Whereas the GS/OAS is a public international organization with headquarters in Washington D.C., U.S.A., and the central and permanent organ of the Organization of American States ("OAS");

Whereas the OAS was founded, pursuant to its Charter, to put into effect the principles for which the OAS was created and to fulfill its regional obligations under the Charter of the United Nations, including, among others, to strengthen the peace and security of the continent and to seek the solution of political, juridical and economic problems that may arise in its Member states;

Whereas the OAS has a mandate to strengthen democracy and governance at all levels including local government organizations and has programs to strengthen the efficiency of local government;

Whereas the Decentralized Cooperation Program of UNITAR is dedicated to the training of local authorities and local actors by fostering their sharing of best practices in matters of governance and economic and social development

Whereas the Decentralized Cooperation Program of UNITAR carries out its mandate through training centers hosted by and in partnership with large municipalities around the world

Whereas CIFAL Atlanta is a not-for-profit corporation formed under the laws of the State of Georgia at the initiative of UNITAR and with the support of the City of Atlanta and of Atlanta based public and private institutions to serve the training needs of local authorities in the Americas located in member countries of the OAS



Whereas the Decentralized Cooperation Program of UNITAR and its affiliate CIFAL Atlanta and the GS/OAS through the Executive Secretariat for Integral Development (SEDI) have common missions, roles and beneficiaries

Whereas CIFAL Atlanta and the SEDI have worked together in the past, delivering training programs to local authorities in the Western Hemisphere;

Whereas GS/OAS is authorized to enter into this MOU pursuant to authority granted by Article 112(h) of the Charter of the Organization of American States, Resolution A/G Res. 57 (I-0/71) of the General Assembly, and Article 3(h) of the General Standards to Govern the Operations of the General Secretariat of the Organization of American States;

Whereas CIFAL Atlanta is authorized to enter into this MOU in accordance with the provisions of its articles of incorporation and by-laws both dated December 13, 2004;

IN CONSIDERATION of the mutual covenants and agreements as set forth, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE I PURPOSE

The purpose of this MOU is to further develop the cooperation between the Parties with respect to their mutual interest in the area of strengthening municipal government institutions and enhancing the roles of local government authorities through capacity building, technical assistance and training programs that the Parties may mutually agree to pursue.

Co-operative activities will be explored and determined by the Parties within the framework of this MOU and will be implemented pursuant to specific agreements entered into between the Parties in accordance with the provisions of Article IV, below.

ARTICLE II FORMS OF CO-OPERATION

The Parties to this MOU agree to facilitate co-operation and the exchange of information between them by:

- Co-organization of seminars and other capacity building events for public officials in areas identified as priorities for local development;
- Joint offer of training courses to local institutions and governments in OAS and CIFAL shared priority areas such as electronic government, cadastre, and health issues, etc.;



- Enhance their programs for local governments by increasing the dissemination of each other services and activities among their respective networks of trainees;
- Supporting each other's training activities by participating in programs, providing technical advice, facilitating logistical resources or by providing content to those programs; and,
- Jointly developing joint programs to benefit local authorities in the region.

ARTICLE III COMMITTEES AND CONSULTATION

The Parties to this MOU agree to consult periodically, as required, on common policy issues and on matters of mutual interest with a view to assisting each other in realizing their respective objectives in the area of strengthening local government institutions as well as enhancing through training the capacity of local government authorities of the countries of the area, and, where appropriate, to coordinate activities to this end. A written record will be kept of the proceedings and decisions reached during such consultations by the Parties.

ARTICLE IV PARTICIPATION

This MOU sets out a framework for co-operation by the Parties and does not obligate any funds. The Parties to this MOU will document and agree to specific projects and any associated funding or costs in separate workplans, specific co-operative agreements and/or reimbursable agreements made in writing by their duly appointed representatives.

Nothing in this MOU shall obligate either of the Parties to expend appropriations or enter into any contract, agreement or other obligation except as they may mutually agree.

This MOU in no way restricts either of the Parties from participating in similar arrangements or agreements, including the pursuit of project funding, with other public agencies, non-profit organizations or individuals.

ARTICLE V MODIFICATION

Modifications to this MOU shall be made by mutual consent of the Parties, by the issuance of a written amendment, which shall be signed and dated by their duly authorized representatives before the modifications may be implemented.



ARTICLE VI RESPONSIBLE OFFICIALS

The designated representatives of the Parties responsible for implementation of this MOU and receiving notice hereunder are:

For GS/OAS:

Mr. Jorge Duran
Senior Manager, Municipal Development
And Capacity Building, SED
1889 F. St. N.W.
Washington, D.C. 20006
Tel: (202) 458-3178
Fax: (202) 458-3658
jduran@oas.org....

For CIFAL Atlanta:

Mr. Alexander Mejia
Executive Director
75 Fifth Street, Suite 810
Atlanta, GA 30308
Tel: 404 962 4836
Fax: 404 962 4843.
amejia@cifalatlanta.org
info@cifalatlanta.org

Either Party may change its designated representative under this Article by giving advance written notice to the other.

ARTICLE VII DISPUTE RESOLUTION

The Parties shall attempt to resolve amicably any disputes arising in relation to the interpretation and/or implementation of this MOU. More detailed dispute mechanisms may be provided in the specific agreements entered into between the Parties in accordance with the provisions of Article IV above.

ARTICLE VIII PRIVILEGES AND IMMUNITIES

Nothing expressly stated or implied in this MOU shall be construed as a waiver of the privileges and immunities that either of the Parties may enjoy under the laws of the United States of America or under international law.

ARTICLE IX PERIOD OF EFFECT AND TERMINATION

This MOU becomes effective on the day of the last signature shown below and shall remain in force for one year and thereafter extended pursuant to the modification procedure set out in Article V, above. Either of the Parties may unilaterally suspend or terminate this MOU by giving 30 days written notice to the other, except where Article V applies. The suspension or termination of this MOU, however, shall not affect the validity




or duration of projects which have been initiated under it prior to the suspension or termination.

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

For the

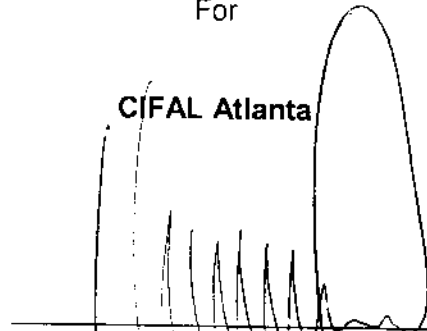
**General Secretariat of the
Organization of American States**



**Amb. Alfonso Quiñonez
Executive Secretary for
Integral Development (SEDI)**


For

CIFAL Atlanta

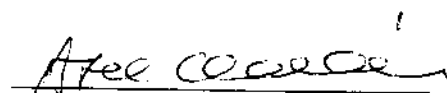


**Alexander Mejia
Executive Director
CIFAL Atlanta**

Washington DC, November 21, 2006



**Jorge E. Duran
Coordinator, Municipal Development
SEDI**



**Axel LeBlais
Trustee
CIFAL Atlanta**