

Acuerdos Bilaterales

Clasificación: 48-2002

Fecha de Ingreso: 29 de octubre de 2002

Nombre de Acuerdo: Cooperative agreement

Materia: Relaciones Generales de Cooperación

Partes: SG/OEA & The Organization of Women of the Americas

Referencia: OWA

Fecha de Firma:

Fecha de Inicio:

Fecha de Terminación:

Lugar de Firma:

Unidad Encargada:

Persona Encargada:

Original:

Claves:

Cierre del proceso:



COOPERATIVE AGREEMENT

BETWEEN

THE ORGANIZATION OF WOMEN OF THE AMERICAS

AND THE

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

COOPERATIVE AGREEMENT
BETWEEN
THE ORGANIZATION OF WOMEN OF THE AMERICAS
AND THE
GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES

The Parties to this Agreement, the Organization of Women of the Americas ("OWA"), a nonprofit corporation incorporated in the District of Columbia, with offices at 17th Street & Constitution Avenue N.W., Washington, D.C. 20006, and the General Secretariat of the Organization of American States ("GS/OAS"), a public international organization with offices at 1889 F Street N.W., Washington, D.C. 20006.

Considering, that OWA's purposes include: (1) Sensitizing members of the public, the diplomatic community, and public and private institutions and entities in the United States of America and elsewhere regarding the needs and problems of women and children in the various nations of the Western Hemisphere; (2) Attempting to contribute to the solution of these needs and problems; (3) Providing and disseminating information regarding the social and cultural realities facing women and children in the Western Hemisphere; (4) Strengthening the relationships between members of the Ibero-american and Caribbean communities through the presentation and celebration of social and cultural events; and (5) Organizing, promoting, and presenting academic, cultural, and other activities and events which help achieve the objectives set forth above.

Taking into account, that GS/OAS has objectives similar to those set forth in subparagraphs (1) through (5), above.

Recognizing, that pursuant to Article 112(h) of the OAS Charter and AG/RES. 57 (I-0/71), GS/OAS is authorized to establish cooperative relations with non-governmental organizations ("NGO's") to facilitate cooperation in areas of common interest.

HAVE AGREED,

ARTICLE I - GENERAL COLLABORATION

1.1 The Parties shall cooperate mutually to conduct, support, and develop activities which are related to their mutual objectives.

1.2 The Parties will maintain a complete and open exchange of information concerning questions of common interest to them, and they shall confer regularly for the purpose of coordinating their efforts to achieve objectives of common interest.

ARTICLE II - OWA'S CORPORATE INSTRUMENTS

2.1 OWA is an entity separate and apart from GS/OAS, and it is competent to modify and amend its Bylaws and Articles of Incorporation as it pleases. Nonetheless, GS/OAS reserves the right to terminate this Agreement in accordance with Article 5.6 herein if such modifications and amendments are not compatible with GS/OAS' interests. OWA shall give GS/OAS prompt written notice of any such amendments and/or modifications.

ARTICLE III - OWA's OBLIGATIONS AND RESPONSIBILITIES

3.1 OWA shall cooperate with and work with GS/OAS in the planning and holding of GS/OAS' activities which are related to issues of common interest to the Parties.

3.2 OWA shall attempt to assist GS/OAS in its work related to issues of common interest through fund-raising and other activities.

3.3 OWA shall cooperate with GS/OAS in formulating, designating, and implementing projects of mutual interest.

3.4 OWA shall attempt to obtain human, material, and financial resources for the execution of and participation in GS/OAS activities which are related to OWA's purposes and which have been approved by GS/OAS.

3.5 OWA shall inform GS/OAS in advance of its membership and directors' meetings, shall permit GS/OAS to suggest topics for inclusion in the agenda for those meetings, and shall invite GS/OAS to attend them.

3.6 On or before March 31st of each year, OWA shall present an annual report to the OAS Secretary General and to the OAS Permanent Council containing a description of OWA's activities with GS/OAS during the prior year; a discussion of OWA's other activities; a list of its current officers and directors; copies of any changes in its Articles of Incorporation and/or Bylaws; a list of all donors who contributed over \$35,000 during the prior year with the amount given beside each such donor; and the latest balance sheet and income statement for the prior year. The annual report shall also contain a brief description of the projects and activities to be

undertaken by OWA during the upcoming 12 months and any long-range plans for future projects.

3.7 OWA shall provide GS/OAS with copies of all of its publications and other information relating to the common objectives of the Parties.

ARTICLE IV – GS/OAS’ OBLIGATIONS AND RESPONSIBILITIES

4.1 GS/OAS shall cooperate with OWA and shall consult with it on matters of mutual interest.

4.2 GS/OAS shall transmit to OWA copies of its publications and documents relating to the common activities of the Parties.

4.3 To the extent permitted under the applicable rules and regulations, GS/OAS shall invite OWA to send observers to its public meetings and to those of other OAS Organs on matters of mutual interest.

4.4 GS/OAS shall participate with OWA in joint activities and projects, which are consistent with GS/OAS's purposes and functions in areas of common interest, and which further the common objectives of the Parties.

4.5 GS/OAS shall cooperate with OWA in formulating, designating, and implementing projects of mutual interest.

4.6 GS/OAS shall consider recommendations made by OWA for inclusion of projects of common interest in GS/OAS' proposed Program Budget.

4.7 To the extent provided under its Program-Budget, and subject to availability, and without prejudicing GS/OAS operations, GS/OAS' Office of Protocol will provide space for the OWA's archives and will provide the OWA with assistance similar to that which the Office of Protocol provided to the OWA prior to the effective date of this Agreement.

ARTICLE V - GENERAL PROVISIONS

5.1 Each Party shall appoint a liaison officer who will serve as its representative for receiving and providing information and processing requests between the Parties in relation to the implementation of this Agreement. As needed, the GS/OAS liaison officer shall arrange for the participation of the various GS/OAS departments, units, or offices ("GS/OAS Offices") in addressing topics of mutual interest to the Parties that fall within the GS/OAS Offices' respective responsibilities and areas of administrative competence. Each Party shall notify the other in writing of this appointment and any changes thereof.

5.2 Upon this Agreement becoming effective, the Secretary General of the OAS shall appoint GS/OAS' Chief of Protocol to be an Ex-officio member of OWA's Board of Directors.

5.3 The Parties shall enter into a separate Memorandum of Understanding, Project Agreement, or exchange of letters, for each joint GS/OAS-OWA Project in which they participate. Each such document shall identify the sources of financing for the project, scope of work, and the respective obligations, rights, and privileges of the Parties.

5.4 Any controversy over the interpretation or implementation of this Agreement shall be resolved by mutual agreement between the Parties; however, in the event no such agreement is possible, the matter shall be submitted to binding arbitration in Washington, D.C., in accordance with the rules and procedures of the Inter-American Commercial Arbitration Commission.

5.5 This Agreement may be modified or amended by subsequent agreement of the Parties, provided that such modifications or Amendments are in writing, executed by the officials authorized to do so, dated, and affixed to this Agreement.

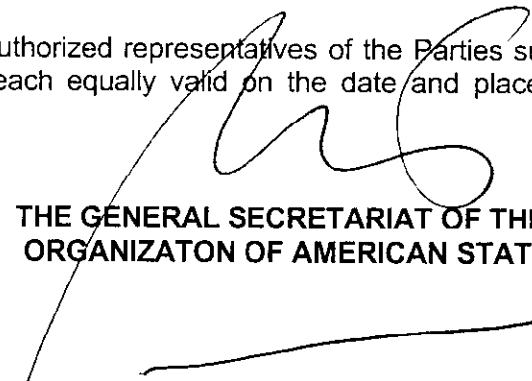
5.6 This Agreement shall run for an indefinite term, and it will enter into force once the signatures of the duly authorized representatives of the Parties are affixed below. Nonetheless, either Party, upon sixty days' advanced written notice to the other, may terminate this Agreement.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties subscribe to two duplicate originals of this Agreement, each equally valid on the date and place indicated below.

**THE ORGANIZATION OF WOMEN
OF THE AMERICAS**

**THE GENERAL SECRETARIAT OF THE
ORGANIZATON OF AMERICAN STATES**

Title: Martha Ruiz Cobaner
Date: _____
Location: _____


Title: _____
Date: _____
Location: _____