

BILATERAL AGREEMENT

Classification: 10-2019

Entry Date: 4/29/2019

Name of Agreement: Memorandum of understanding between the General Secretariat of the Organization of American States (GS/OAS) and the Carnegie Foundation Peace Palace.

Subject: The purpose of this Memorandum is to establish a framework for cooperation between mechanisms between the Parties to work more closely together on programs, projects and activities (including events) relating to conflict prevention and peace processes.

Parties involved: GS/OAS & Carnegie Foundation Peace Palace.

Reference: Carnegie Foundation.

Signature Date: 26/09/2018

Place of Signature: Peace Palace in The Hague.

Unit in Charge: Office of the Secretary General

Person in Charge:

Additional notes:

Memorandum of Understanding

Between



OAS

More rights for more people

The General Secretariat of the Organization of American States

and



The Carnegie Foundation Peace Palace

IN WITNESS WHEREOF, the undersigned, being duly authorized, have signed this Memorandum in duplicate on September 26, 2018 at the Peace Palace in The Hague.

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

H.E. Mr. Luis Almagro
Secretary General

**FOR THE CARNEGIE FOUNDATION
PEACE PALACE:**

Dr. Bernard Bot
Chairman of the Board of the
Carnegie Foundation

THE PARTIES TO THIS MEMORANDUM, the General Secretariat of the Organization of American States (hereinafter "GS/OAS") a public international organization, with headquarters at 1889 F. St. N.W., Washington, D.C., 20006, represented by its Secretary General, Mr. Luis Almagro, and the Carnegie Foundation Peace Palace (hereinafter "Carnegie Foundation"), a Dutch foundation, located at Carnegieplein 2, 2517 KJ The Hague, represented by its General Director, Mr. Erik de Baedts,

CONSIDERING:

That the Organization of American States (OAS) is the world's oldest regional organization focusing on democracy, human rights, security and development in the region;

That the Carnegie Foundation maintains the cultural heritage of the Peace Palace and facilitates its important courts, and also promotes the role of the Peace Palace as the global icon of peace and justice;

That the GS/OAS and the Carnegie Foundation share the same philanthropic history with the Scottish American philanthropist Andrew Carnegie; and

That the GS/OAS is the central and permanent organ of the OAS 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 Memorandum.

**ARTICLE I
PURPOSE**

1.1. The purpose of this Memorandum is to establish a framework for cooperation mechanisms between the Parties to work more closely together on programs, projects and activities (including events) relating to conflict prevention and peace processes.

**ARTICLE II
COOPERATION ACTIVITIES**

2.1. The above goal will be accomplished by undertaking the following:

2.1. *The Carnegie Foundation shall:*

- a) *Coordinate with the GS/OAS to organize joint events and share networks.*
- b) *As required, provide advice to the GS/OAS on matters material to this Memorandum;*
- c) *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 (if relevant);*
- d) *Provide to the GS/OAS as requested, documentation and publications on matters of common interest, as well as on joint programs, projects and activities;*
- 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 Memorandum; and*

f) *Learn from best practices by, among other things, taking into account any written observations and comments sent to the Carnegie Foundation by the GS/OAS on the matters referred to/areas identified in this article.*

2.2. *GS/OAS shall:*

- a) *Coordinate with the Carnegie Foundation to organize joint events and share networks.*
- b) *Make available such GS/OAS documentation and publications as are requested by the Carnegie Foundation to the extent that confidentiality restrictions permit and the financial resources of the Organization allow;*
- c) *In accordance with the norms of the respective organs of the GS/OAS and at the request of the Carnegie Foundation, invite its representatives to the public meetings of those organs when matters of interest to them will be discussed;*
- d) *As requested by the Carnegie Foundation, collaborate on matters relative to training in the Member States of the OAS (in the areas covered by this Memorandum), in accordance with the programs approved by the General Assembly provided and subject to available financial resources;*
- e) *Learn from best practices by, among other things, taking into account any written observations and comments sent to the GS/OAS by the Carnegie Foundation in the matters referred to/areas indicated in this article.*

ARTICLE III FUTURE PARTNERSHIPS

3.1. The Parties shall give consideration to developing special cooperation relations in areas of common interest which shall take into account:

- a) The development and implementation of joint programs, projects and/or activities (including events) on conflict prevention and peace processes matters and using the work of both organizations as an inspiration for events held at the convening power of each Party;
- b) The exchange of documents and specific information in relation to conflict prevention and peace-related programs advanced by the GS/OAS;
- c) The exchange of professional personnel to strengthen study and research programs on conflict prevention and peace processes; and
- d) Joint meetings to address matters of common interest.

3.2. 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 supplementary agreements, 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.

3.3. Any supplementary agreements, memoranda of understanding or letters of agreement into pursuant to article 3.2 above, shall be governed by the terms of this Memorandum, unless the Parties expressly provide otherwise in those instruments.

ARTICLE IV REPORTING

4.1. The Memorandum will be evaluated on its effectiveness and adherence on a yearly basis.

ARTICLE V FUNDING

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 Memorandum for the joint implementation of programs, projects and/or activities, this Memorandum does not create any commitment of funds.

ARTICLE VI COORDINATION AND NOTICE

6.1. Within the GS/OAS, the dependency responsible for coordinating GS/OAS activities under this Memorandum is the Office of the Secretary General and the Coordinator is Mr. Luis Almagro, Secretary General. Notifications and communications should be directed to the Coordinator at the following street address, fax and electronic mail:

General Secretariat of the Organization of American States
Mr. Luis Almagro, Secretary General
17th Street and Constitution Ave, NW
Washington DC, 20006-449
USA
Tel.: (1-202) 370-0300
Fax: (1-202) 458-6826
Electronic Mail: lalmagro@oas.org

6.2. The dependency responsible within the Carnegie Foundation for coordinating the activities of Carnegie Foundation under this Memorandum is the Department of External Relations, and the Coordinator is Mr. Erik de Baedts, Director. Notifications and communications should be directed to the Coordinator at the following street address, fax and electronic mail:

Carnegie Foundation Peace Palace
Mr. Erik de Baedts, Director
Carnegieplein 2, 2517 KJ The Hague
Tel.: +31(0)704177
Electronic Mail: reception@carnegie-stichting.nl

6.3. All communications and notifications under this Memorandum will be validly made only when they are sent by mail, 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 PUBLIC RELATIONS

7.1 The Parties shall coordinate public relations measures, if any, in regard to their cooperation.

ARTICLE VIII CONFIDENTIALITY

8.1 The Parties shall keep confidential any documents, data or other information furnished to each other.

ARTICLE IX PRIVILEGES AND IMMUNITIES

9.1. Nothing in this Memorandum 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 X DISPUTE RESOLUTION

10.1. Any dispute or complaint that may arise in conjunction with the application or interpretation of this Memorandum, or supplementary agreements, memoranda of understanding or exchange of letters pursuant to article 3.2, above, shall be settled by direct negotiations between the Parties. If a solution satisfactory to both Parties cannot be reached, then the Parties shall submit the matter to a mutually agreed upon procedure of arbitration. The parties shall also mutually agree on the law applicable to this Memorandum and the arbitration proceeding. The arbitrator's decision shall be final and binding and not subject to appeal.

ARTICLE XI GENERAL PROVISIONS

11.1. The Parties agree to observe the highest ethical standards and administrative transparency in all actions and activities related to this Memorandum. In addition, the GS/OAS, to the extent applicable and without prejudice to its privileges and immunities referred to in Article VII, and the Carnegie Foundation agree 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 3.2. Failure to comply with this provision shall constitute grounds for anticipatory termination of this Memorandum, pursuant to article 11.4.

11.2. This Memorandum is at-will and may be modified by mutual consent of the authorized representatives from both the GS/OAS and the Carnegie Foundation. The instruments in which the modifications are set out shall be attached as annexes to this Memorandum and shall form part of it.

11.3. This Memorandum shall become effective upon signature by the authorized representatives from the GS/OAS and the Carnegie Foundation and will remain in effect until terminated in accordance with article 11.4.

11.4 This Memorandum 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 Memorandum, the supplementary agreements, memoranda of understanding and letters referred to in article 3.2 that the Parties have signed and that have been duly financed shall be continued to completion unless the Parties mutually decide otherwise.

11.5. Articles VII, VIII, IX, and X shall survive the expiry or the termination of this Memorandum.