

**AGREEMENT OF COOPERATION  
BETWEEN THE  
INTER-AMERICAN CHILDREN'S INSTITUTE  
AND  
"ORGANIZATION OF IBERO-AMERICAN STATES"**

**THE PARTIES TO THIS AGREEMENT**, the Inter-American Children's Institute, a Specialized Organization of the Organization of American States (henceforth, "IIN"), legally established at Av. 8 de Octubre 2904, Montevideo, Uruguay, represented by its Director General, Víctor Alberto Giorgi Gómez and the Organization of Ibero American States (henceforth the OEI), represented by the Director of the Office of the Organization of Ibero-American States for Education, Science and la Culture, henceforth OEI, in Asuncion Republic of Paraguay, Ms. Marien Peggy Martínez Pérez, whose office is located at Humaitá 525 close to 14 de mayo in the city of Asuncion.

**CONSIDERING:**

That the overarching purpose of the IIN is to cooperate with the governments of the member states in promoting the rights of children and adolescents.

That one of the IIN's key functions is to assist the governments of the member states in their efforts to design suitable national protection systems for the promotion and defence of the rights of children and adolescents, providing advice and technical cooperation.

That within strategies for promoting child rights, the training of technical personnel and decision-makers occupies a key role.

That the Directing Council of the IIN, in its 86<sup>th</sup> Regular Meeting, adopted the IIN's Action Plan 2011-2015, in which the following priority workstreams were established:

- Comprehensive Care for Early Childhood;
- Juvenile Criminal Justice, and
- Child Rights in Risk and Natural Disaster Management.

That in addition to these priority workstreams, the IIN's activities over the next four years will also involve continuity for the Inter-American Programme for the Prevention and Eradication of Commercial Sexual Exploitation, Illegal Smuggling of and Trafficking in Children, as well as for the Inter-American Programme on Cooperation to Prevent and Remedy Cases of International Abduction of Minors by one of their Parents, and the promotion and protection of the right to participate of the children in the region, which is also a cross-cutting principle in all of the IIN's actions. The importance of establishing partnerships with other organizations in order to ensure the effective implementation of the Action Plan;

That the OEI is an international organization for cooperation among Ibero-American states in the field of education, science, the development of culture, democracy and regional integration, and as such on July 28, 2001 a headquarters agreement was signed between the Government of the

Republic of Paraguay and the OEI, supported by Law Nº 1901 of April 30, 2002

That on the basis of this law a technical office was permanently established in the capital of the Republic; on December 21, 2007 through internal disposition 35 / 07, the technical office then became a national of the OEI in Paraguay, supervised directly by the OEI whose headquarters is in the city of Madrid, Spain.

That on October 19, 2012, by Law Nº 4757 / 2012 "which approved the Agreement for the Regional Headquarters between the Government of the Republic of Paraguay and the Organization of Ibero-American States for Education, Science and Culture".

That the OEI has developed the project "Educational Goals 2021: The Education we want for the generation of Bicentennials" – hereinafter referred to as "Educational Goals 2021", which were supported by the XVIII and XIX Conferences of Ministers of Education held in El Salvador and Portugal respectively, and approved by the XX Ibero-American Summit of Heads of State and Government held in Argentina.

That the Third General Goal of the document Goals 2021 proposes "To increase the demand for early childhood education and to maximize its educational potential".

That Specific Goals 6 and 7 of the Educational Goals 2021, point to the need to "Increase the offer in early childhood education" and to "Maximize the potential of education at this stage."

Bearing in mind the aims and objectives of the parties, these parties agree to sign the present Framework Agreement which will be governed by the following clauses.

#### **ARTICLE I: OBJECTIVE**

- 1.1. The purpose of this Agreement is to establish a general framework of cooperation between the Parties, which will foster interinstitutional cooperation and technical assistance between them, as well as develop a specific cooperative relationship in areas of mutual interest by means of complementary operational memoranda to be added to this agreement as addenda, such as, but not limited to:
  - a. The development and implementation of joint research projects.
  - b. The exchange of papers and specific information of interest to both Parties.
  - c. The joint organization of meetings and other events, in order to address issues of mutual interest.
  - d. The development of projects and/or specific output of interest to both Parties.
  - e. The organization of courses and other training activities in the areas of interest of both parties.

## **ARTICLE II: EXECUTION**

2.1 The Parties undertake to follow these guidelines in order to fulfil the purpose of this agreement:

2.1.1 Specific cooperation relations shall be established by means of operational memoranda, which will determine their objectives, as well as the technical, financial and human resources contributions, forms of coordination, time limits and methods of notification required to reach those objectives, as well as any other aspects needed to ensure the appropriate execution of the agreement. These operational memoranda shall be agreed and implemented by the authority responsible in the case of each Party, as established in Article III of this agreement.

2.1.2 Each organization shall appoint a person to act as liaison for his or her respective institution, for the appropriate implementation of this agreement.

2.1.3 Whenever the Parties consider, by mutual agreement, that it is necessary to do so for the execution of the objectives of this agreement, they may include other persons, either natural or legal, public or private, on the terms and conditions they may determine.

## **ARTICLE III: COORDINATION AND NOTIFICATIONS**

3.1 The authority responsible for coordinating the IIN's activities, according to this agreement, is the IIN's General Directorate and its liaison officer shall be the person appointed for each operational agreement.

Notifications and communications should be addressed at the following main and secondary e-mail addresses:

Main: [direcciongral@iinoea.org](mailto:direcciongral@iinoea.org)

Secondary: [vgiorgi@iinoea.org](mailto:vgiorgi@iinoea.org)

3.2 For OEI, the responsibility will relay on the Technical Coordination and the liaison will be the individual designated for each specific agreement.

Notifications and communications should be addressed at the following main and secondary e-mail addresses:

Main: [amello@oei.otg.py](mailto:amello@oei.otg.py)

Secondary: [abenitez@oei.org.py](mailto:abenitez@oei.org.py)

3.3 All communications and notifications in connection with this agreement shall be valid only when sent to the agreed addresses or physically, and addressed to the liaison officers at the addresses indicated in the preceding articles. When communications and notifications are sent via e-mail, they shall be valid only when originating directly from the e-mail address of the liaison officer of one of the Parties and sent to the e-mail of the liaison officer of the other Party.

3.4 Either Party may replace its responsible authority, appointed liaison officer, or its address, telephone or fax numbers, or e-mail addresses, notifying the other Party of these changes in writing.

#### **ARTICLE IV: PRIVILEGES AND IMMUNITIES**

4.1. None of the provisions of this agreement shall be deemed a waiver, express or implied, of the privileges and immunities enjoyed by the IIN and the OAS, their bodies, personnel, their property and assets, in accordance with the Charter of the OAS, agreements and legislation on the matter and the principles and practices of international law.

4.2 Similarly it is also established that the OEI, an organization in international public law, will not renounce its privileges stipulated in Law N° 1901/02 “WHICH APPROVES THE HEADQUARTERS AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF PARAGUAY AND THE ORGANIZACIÓN OF IBERO-AMERICAN STATES FOR EDUCATION, SCIENCE AND CULTURE (OEI) and in Law N° 4757/2012 “BY WHICH APPROVAL IS GIVEN TO THE AGREEMENT FOR THE ESTABLISHMENT OF THE REGIONAL HEADQUARTERS BETWEEN THE GOVERNMENT OF THE REPUBLIC OF PARAGUAY AND THE ORGANIZATION OF IBERO-AMERICAN STATES FOR EDUCATION, SCIENCE AND CULTURE”.

#### **ARTICLE V: DISPUTE SETTLEMENT**

5.1. Any disputes arising from the application or interpretation of this agreement or of the operational memoranda should be resolved by means of direct negotiation between the Parties. Should a solution satisfactory to both Parties not be reached, the Parties shall submit their differences to arbitration proceedings in accordance with the Arbitration Rules of the United Nations Commission on International Trade Law (UNCITRAL) or the Inter-American Commercial Arbitration Commission (CIAC). The venue for these proceedings shall be the city of Washington, D.C. and they shall be held in *English and in Spanish simultaneously*. The three arbitrators, or in the event, the single arbitrator, shall settle the dispute as *amiable compositeur* or *ex aequo et bono*. The arbitrator's decision shall be considered final, binding and not subject to appeal.

5.2. The law applicable to this agreement and to any arbitration proceedings is the law of the District of Columbia, in the United States of America.

#### **ARTICLE VI: GENERAL PROVISIONS**

6.1. The Parties undertake to comply with the highest ethical and administrative transparency standards in all actions and activities related to this agreement.

6.2 Neither Party may make decisions or undertake duties in the name of the other.

6.3 Modifications to this agreement shall only be carried out by mutual agreement expressed in writing by the duly authorized representatives of the Parties. A record of such modifications shall be added as an addendum to this agreement and shall become a part of it.

6.4. This agreement shall enter into force after it has been signed by the representatives authorized by the Parties and shall remain effective in keeping with the provisions in Article 6.5.

6.5 This agreement may be cancelled by mutual consent or may be deemed to be cancelled by either of the Parties by means of written notification to the other Party not less than thirty days in advance. However, the cancellation of this agreement shall not affect the complementary memoranda, the memoranda of understanding and the exchange of letters that the Parties may have undertaken for the implementation of specific objectives, which shall remain in force, in keeping with time limits established, unless the Parties should decide otherwise.

6.6. Articles IV and V shall remain in force after the expiry or cancellation of this agreement.

IN WITNESS WHEREOF, this Agreement of Cooperation is hereby signed by the Director General of the IIN, ad referendum of the Directing Council of the IIN, and the Director of the Regional Office for the Americas of Plan International, in two equally valid originals, at the places and dates indicated below.

For the IIN

For OEI