

**AGREEMENT OF COOPERATION
BETWEEN THE
INTER-AMERICAN CHILDREN'S INSTITUTE
AND
HEMISPHERIC NETWORK OF PARLIAMENTARIAN AND FORMER PARLIAMENTARIAN FOR EARLY
CHILDHOOD"**

THE PARTIES TO THIS AGREEMENT, the Inter-American Children's Institute, a Specialized Organization of the Organization of American States (henceforth "the IIN"), legally established at Av. 8 de Octubre 2904, Montevideo, Uruguay, represented by its Director General, Lic. Víctor Alberto Giorgi Gómez and the Hemispheric Network of Parliamentarian and Former Parliamentarian for Early Childhood (henceforth "The Network") Civil Society Organization with headquarters in Av. Cuauhtémoc No. 47, Col. Roma Norte, Del. Cuauhtémoc D.F. Mexico; represented its President, Dr. Alberto Anaya Gutiérrez.

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 the IIN, by mandate of its Directing Council, has among its priority lines of action Comprehensive Care for Early Childhood;

That the Institute recognizes the importance of forging partnerships with other organizations to ensure the effective implementation of the Action Plan and maximize the impact of the actions to be accomplished;

That the Hemispheric Network of Parliamentarians and Former parliamentarians for Early Childhood Education is a regional movement of legislators from the countries of the Americas;

That The Network has been participating in OAS activities as one of the accredited civil society organizations, promoting legal action, advocacy, and dissemination of information; guaranteeing the definition of legal frameworks, policies, programs and services for the benefit and observance of the right to integral development in early childhood.

That a strategy of The Network is the establishment of partnerships with other international organizations and institutions of the public sector, legislative institutions, private sector entities and civil society organizations, joining in efforts to ensure the enhancement of public policies and legislation, and the realization of international and national commitments to early childhood education.

That the Work Plan of The Network approved in Brasilia on July 2, 2015, and annexed herewith, includes the commitment to formalize the working agreement with the Inter-American Children's Institute (IIN/OAS) consolidating: the articulation of efforts in the field of early childhood education and exchanges with groups of parliamentarians, businessmen and civil society groups to promote legislative initiatives and strategies for complying with those initiatives, principally prohibition of corporal punishment and all forms of violence.

That in this framework The Network has resolved to accept the invitation of the IIN/OAS to publish on its Website bibliographical material on specialized topics for comprehensive attention to early childhood education and others related to the Convention the Rights of the Child (CRC) 1989, as well as the 18 General Observations which broaden the scope of its articles, and reports on the Hemispheric Network; and to publicize the institutional video of The Network.

HAVE AGREED to enter into this Agreement:

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 dissemination by each institution of specialized bibliographical material on comprehensive attention to the child in the area of early childhood education and other documents and specific information of interest to both Parties;
 - c. The joint organization and development of meetings and events to promote training, specialization, professional development, the exchange of experiences and inter-sectoral cooperation through courses and other training activities in the areas of interest of both Parties, among them, an annual international meeting on Initial and preschool education with the association of all the CENDI/SE/NL which have the necessary infrastructure and experience.
 - d. The development of legislative initiatives on comprehensive attention to early childhood, giving priority to the prohibition of physical punishment and all forms of violence.
 - e. The development and implementation of internships to exchange pedagogical, legal, academic and professional mobility.
 - f. The implementation of joint activities with CENDI/SE/NL in areas of: research, pedagogical practice, educational models; quality, according to the needs which arise in the implementation of this Agreement.

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 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: direccionral@iinoea.org

Secondary: vgiorgi@iinoea.org

3.2 For The Network, the responsibility will relay on the Presidency and his or her liaison will be the person designated by each specific agreement.

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

Main: redhemisferica.primerainfancia@gmail.com

Secondary: gfujiimoto46@gmail.com

3.3 All communications and notifications in connection with this agreement shall be valid only when sent to the agreed addresses or physically 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, appoint 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.

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.

October 15, 2015; Monterrey, Nuevo León, Mexico

For the IIN

For The Network