

AGREEMENT OF COOPERATION BETWEEN
“THE INTER-AMERICAN CHILDREN’S INSTITUTE”
AND
“The International Centre for Missing and Exploited Children”

THE PARTIES TO THIS AGREEMENT are 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 International Centre for Missing and Exploited Children (henceforth “ICMEC”), Civil Society Organization headquartered at 2318 Mill Road, Suite 1010, Alexandria, Virginia, USA 22314, and with regional representation for Latin America and the Caribbean based in Brasilia, Brazil.

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 carries out the “Inter-American Program of Cooperation to Prevent and Remedy Cases of International Abduction of Children by one of their Parents” (pic-sinna), adopted by AG/RES. 2028 (XXXIV-O/04);

That the IIN carries out “The Inter-American Programme for the Prevention and Eradication of Sexual Exploitation and Smuggling of and Trafficking in Children, of the Inter-American Children’s Institute (established by Resolution CD/RES. 10 (82-R/07);

That the Institute recognizes the importance of forging partnerships with other organizations to ensure the effective implementation of the Action Plan, with special consideration of the Inter-American Programs aforementioned;

That ICMEC’s mission is to make the world safer for children by advocating, training and collaborating to eradicate child abduction, sexual abuse and exploitation;

That ICMEC focuses on programs that have an impact on addressing the complex issues surrounding missing children, child abduction, child sexual abuse, and child sexual exploitation;

That ICMEC offers support to governments, policymakers, law enforcement, prosecutors, industry, civil society, and others across the globe;

That ICMEC advocates for a more consistent and uniform implementation of the Hague Convention of 25 October 1980 on the Civil Aspects of International Child Abduction;

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, especially in matters of international child abduction and child sexual exploitation;
 - b. The exchange of documents and information that of specific interest to both Parties, especially on issues related to international child abduction and child sexual exploitation ;
 - c. The joint organization of meetings and other events, in order to address issues of mutual interest, especially in matters of international child abduction and child sexual exploitation;
 - d. The development of projects and/or specific output of interest to both Parties, especially in matters of international child abduction and child sexual exploitation.

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 to Mr. Víctor Giorgi, General Director of the IIN at the following e-mail address: vgiorgi@iinoea.org with copy at the following e-mail address: direcciongral@iinoea.org

3.2 The authority responsible for coordinating the ICMEC's activities, according to this agreement, is ICMEC's Latin America & Caribbean regional representation and its liaison officer shall be the person appointed for each operational agreement.

Notifications and communications should be addressed to Ms. Katia Dantas, ICMEC's Policy Director for Latin America & Caribbean, at the following e-mail address: kdantas@icmec.org.

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 President and CEO of ICMEC, in two equally valid originals, at the places and dates indicated below.

For the IIN

Prof. Psic. Víctor A. Giorgi
Director General
Inter American Children's Institute
Organization of American States

Montevideo, June 14, 2017

For ICMEC

Ambassador Maura Harty, ret.
President & CEO
The International Centre for Missing
and Exploited Children

Alexandria, Virginia, USA, June 14, 2017