COOPERATION AGREEMENT BETWEEN

THE INTER-AMERICAN CHILDREN'S INSTITUTE

AND

CHRISTIAN CHILDREN'S FUND OF CANADA-PARAGUAY

THE PARTIES TO THIS AGREEMENT, The Inter-American Children's Institute, Specialized Organization of the Organization of American States (hereinafter referred to as "IIN"), with legal address at Av. 8 de Octubre 2904, Montevideo - Uruguay, Represented by its General Director, Mr. Victor Giorgi, and the Christian Children's Fund of Canada (hereinafter referred to as "CCFC"), an international non-profit organization for social purposes, with address at Flores Cantero 242 and Telmo Aquino, Asunción Paraguay, Represented by Jorge Santiago Méndez Rheineck, in his capacity as Country Director of the Office in Paraguay.

CONSIDERING:

That the primary purpose of the IIN is to cooperate with the Governments of the Member States of the Inter-American System to promote the development of activities and technical instruments that contribute to the integral protection of the rights of children and adolescents and to the improvement of the quality of life of children and families;

That the IIN has, among others, the function of assisting the Member States governments in their efforts to have adequate National Protection Systems for the promotion and defense of the rights of children, adolescents and families, providing them with advice and technical cooperation;

That the IIN, in its current plan of action, aims to work on the design and implementation of comprehensive protection policies for early childhood and the eradication of violence against children and adolescents in all its settings;

That the IIN in Paraguay has been carrying out several actions within the framework of these objectives in cooperation with the National Secretariat for Children and Adolescents of the Presidency of the Republic of Paraguay;

The importance of creating alliances with other organizations to ensure the effective implementation of the IIN's Plan of Action on the aforementioned topics;

That CCFC works in Paraguay to improve the quality of life of children, adolescents and young people through child-centered community development programs developed jointly with local non-
governmental organizations, to promote the right to participation, protection, education, health and nutrition; as well as strengthening community organizations.

That CCFC plays a leading role in the public agenda of children and adolescents in Paraguay, in articulation with other local civil society organizations and multilateral organizations.

That CCFC, as a member of ChildFund Alliance, carries out international advocacy actions towards the improvement of quality of life of children, adolescents and their families in general, and in particular aims to impact on the eradication of all forms of violence against children and adolescents.

That CCFC maintains a close cooperative relationship with various public sector institutions, especially with the National Secretariat for Children and Adolescents, the Ministry of Education and Science and the Ministry of Public Health and Social Welfare, in actions that promote the exercise of the rights of children and adolescents.

HAVE AGREED to sign this Agreement:

**Article I**

**OBJECT**

1.1. The purpose of this Agreement is to establish a framework for general cooperation between the parties in order to promote interinstitutional cooperation and technical assistance between the parties as well as to develop specific cooperation relations in areas of common interest through complementary operational memoranda to be added to the Present agreement as attachments or addendas, as and not limited to:

a. The development and implementation of joint research projects;

b. The exchange of documents and specific information of interest to both Parties;

d. Joint development of meetings and events to impact on matters of common interest;

e. The development of specific projects and/or products of interest to both Parties

**Article II**

**EXECUTION**

2.1 In order to achieve the object of this agreement, the parties agree to undertake the following guidelines:

2.1.1 The execution of specific cooperation relations will be implemented through operational memoranda that will establish: objectives, technical and/or financial contributions, human resources,
forms of coordination, deadlines and notifications; as well as any other stipulations deemed necessary for the execution of the cooperation established in the respective memorandum. These operational memoranda will be agreed and implemented by the responsible unit of each party established in the operational memorandum.

2.1.2 Both organizations shall designate a person as liaison of their respective institutions for the proper execution of this agreement.

2.1.3 Whenever mutually agreed, the parties deem necessary for the execution of the objectives of this agreement, both parties may include the participation of a natural or a legal person, public or private, in the terms and conditions to be established.

Article III
COORDINATION AND NOTIFICATIONS

3.1 The responsible unit for coordinating the IIN activities, according to this Agreement is the IIN’s General Directorate and its liaison shall be the one designated for each operational agreement.

The notifications and communications should be addressed to Mr. Victor Giorgi, IIN’s General Director at the following email vgiorgi@linnea.org with copy to direccional@linnea.org

3.2 The responsible unit for coordinating CCFC activities, under this Agreement, is the Country Director and its liaison shall be the one designated for each operational agreement.

The notifications and communications should be addressed to Jorge Santiago Méndez Rheineck at the following email jmendez@ccfcanada.ca with copy to rmenchaca@ccfcanada.ca.

3.3 All communications and notifications that result from this Agreement will be valid only when they are sent to the agreed mails or in physical form and are directed to the links in the directions indicated in the preceding articles. When communications and notifications are transmitted by electronic mail they will be valid provided they are made directly from the electronic address of the link of one of the parties to the electronic address of the link of the other.

3.4 Either Party may change the responsible unit, designated link, address, telephone, fax or e-mail address indicated, thereby notifying the other party in writing.
ARTICLE IV
PRIVILEGES AND IMMUNITIES

4.1. Nothing in this Agreement constitutes an express or implied waiver of the privileges and immunities enjoyed by the IIN and the OAS, its organs, personnel, property and assets, in accordance with the OAS Charter, agreements and Laws on the subject, and the principles and practices that inspire international law.

ARTICLE V
SETTLEMENT OF DISPUTES

5.1. Any dispute arising out of the application or interpretation of this Agreement or of the operational memoranda shall be resolved by direct negotiation between the Parties. In case both parties fail to reach a satisfactory solution, they shall submit their differences to the arbitration procedure in accordance with the current Arbitration Rules of the United Nations Commission on International Trade Law (UNCITRAL) or the Inter-American Commercial Arbitration Commission (CIAC). The seat of the arbitration shall be the city of Washington, D.C. The arbitration will be held in English and Spanish simultaneously. Three arbitrators or, if applicable, the sole arbitrator may resolve the dispute as amiable compositeur or ex aequo et bono. The arbitration decision shall be final, unappealable and binding.

5.2. The law applicable to this Agreement and the arbitration procedure is the law of the District of Columbia, United States of America.

ARTICLE VI
GENERAL DISPOSITION

6.1. The Parties undertake to observe the highest ethical standards and administrative transparency in all actions and activities related to this Agreement.

6.2 Neither party may make decisions or assume obligations on behalf of the other.

6.3 Amendments to this Agreement may only be made by mutual agreement expressed in writing by the duly authorized representatives of the parties. The documentation in which the modifications are recorded will be added as annexes to this Agreement and will become part of it.

6.4. This Agreement shall enter into force upon signature by the authorized representatives of the parties, and shall remain in force in accordance with the provisions of Article 6.5.

6.5 This Agreement may be terminated by mutual consent or may be terminated by either party by giving written notice to the other not less than thirty days in advance. However, termination of this
Agreement shall not affect operational memoranda that the Parties have signed for the implementation of the specific objectives, which shall remain in force, in accordance with their term of validity, unless otherwise agreed by the parties.

6.6. The validity of Articles IV and V will survive the expiration or termination of this Agreement.

IN WITNESS WHEREOF, the present Agreement on Cooperation is signed by the IIN General Director, the ad referendum of the IIN Directing Council and the Country Director of Christian Children's Fund of Canada in Paraguay, in two equally valid originals, in both Spanish and English languages, in the places and dates indicated below:

For the IIN

Prof. Psic. Víctor A. Giorgi
General Director
Inter-American Children's Institute
Organization of the American States
(Montevideo), Date: 7/9/17

For Christian Children's Fund of Canada

MPA Jorge Méndez Rheinneck
Country Director
Christian Children's Fund of Canada
(Asunción), Date: 7/9/17