

AGREEMENT OF COOPERATION BETWEEN
THE INTER-AMERICAN CHILDREN'S INSTITUTE
AND
SOS CHILDREN'S VILLAGES REGION LATIN AMERICA AND THE CARIBBEAN

THE PARTIES TO THIS AGREEMENT, the Inter-American Children's Institute, a Specialized Organization of the Organization of American States (hereinafter, **IIN** and **OAS**, respectively), with its corporate domicile established at Av. 8 de Octubre 2904, Montevideo, Uruguay, represented by its Director-General, Mr Víctor Glorgi, and **SOS Kinderdorf International** Region Latin America and the Caribbean (hereinafter, **SOS Children's Villages**), a private organization without any political or denominational affiliation and with its corporate domicile established at Yaguarón 1407, oficina 1308, Montevideo, Uruguay, represented by its Acting International Director, Mr Johann Denk:

WHEREAS:

1. The overarching purpose of the IIN is to cooperate with the governments of the member States of the Inter-American system in promoting the development of activities and technical instruments that will contribute to the comprehensive protection of children, as well as to the improvement of their and their families' standard of living;
2. Underpinning the IIN's actions is its aim to consolidate and strengthen the rights-based perspective as a key element of institutional operations; The framework for the IIN's actions is composed of the Convention on the Rights of the Child (UN, 1989), the Inter-American Democratic Charter (OAS, 2002) and other international and Inter-American human rights and humanitarian law instruments;
3. In December 2014, during the 21st Pan American Child Congress organized by the IIN, the importance of working to eradicate violence in all of its forms and in all areas where it occurs was reaffirmed;
4. The following statements feature in the Congress's resolutions: *"To develop plans, projects and programmes to prevent, combat, and eliminate violence against children, including that related to corporal punishments in all environments (family, education system, and institutions dedicated to providing attention and care)"* while urging the States to *"promote awareness campaigns among society on the harmful effects of violence and physical punishment in the education of children and adolescents and to promote an educational environment free of violence, both physical and emotional"*;
5. The IIN's Action Plan for the period 2015-2019, adopted in Antigua, Guatemala, in December 2015, includes among its activities the design of an online course to train technical staff in the critical analysis of violent events targeting children and in handling positive discipline in family and institutional settings;
6. The importance of establishing partnerships with other organizations in order to ensure the effective implementation of the Action Plan in this area, particularly as related to the eradication of all forms of violence from the daily settings in which children evolve;

7. SOS Children's Villages is a non-profit organization which coordinates and supports the 20 (twenty) National Associations which are part of the LAAM (Latin America and the Caribbean) region, whose purpose is to work on behalf of the right of children to live within a family;

8. An analysis of the mandates and priorities established by both institutions shows the harmony of their priorities, in particular with regard to contributing to the eradication of different forms of violence against children;

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 inter-agency cooperation and technical assistance, as well as develop a specific cooperative relationship in areas of mutual interest by means of complementary operating memoranda to be added to this agreement as addenda, such as:

- a. Developing and implementing joint research projects;
- b. Sharing papers and specific information of interest to both parties;
- c. Organizing meetings and other events jointly, in order to address issues of mutual interest;
- d. Coordinating training activities;
- e. Developing projects and/or specific output of interest to both parties.

1.2 The analysis of their respective Action Plans highlights a coincidence in the following areas:

- Children and the loss of family care
- Violence
- Early childhood, childhood, adolescence and gender
- Participation
- Migrant children
- The commercial sexual exploitation of children
- Natural disaster risk management

ARTICLE II. EXECUTION

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

2.1.1 The execution of specific cooperation relations shall be performed by means of operating memoranda, which shall establish: objectives, technical and/or financial contributions, or contributions involving human resources, methods of coordination, deadlines and notifications; as well as any other stipulation deemed necessary for the implementation of the cooperation established in the relevant memorandum. These operating memoranda shall be agreed and implemented by the authority responsible in the case of each party, as established in the operating memorandum.

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 for the execution of the objectives of this agreement, they may include other persons, both 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 Office of the Director-General, and its liaison officer shall be the person appointed for each operating agreement.

3.2. Notifications and communications should be addressed to Mr Víctor Giorgi, Director-General of the IIN, at the following e-mail addresses: vgiorgi@iinoea.org and copying direcciongral@iinoea.org.

3.3. 3.1 The authority responsible for coordinating the activities of SOS Children's Villages, according to this agreement, is its Programme and Advocacy Department, and its liaison officer shall be the person appointed for each operating agreement.

3.4. Notifications and communications shall be addressed to Lic. Nadia Garrido at the following e-mail addresses: nadia.garrido@sos-kd.org and copying dahyana.suarez@sos-kd.org

3.5. 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.

3.6. 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 such changes, in writing. Any changes will be valid only as from the date of receipt of the communication of change.

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 or relating to this agreement or the operating memoranda shall 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 definitive 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 headquarters for any such arbitration shall be established in the city of Washington D.C. Arbitration shall proceed 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 arbitration proceedings is the law of the District of Columbia, 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 obligations on behalf 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 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 accordance 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 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, representing the Inter-American Children's Institute, a Specialized Organization of the OAS, and the Acting International Director of SOS Children's Villages, in two equally valid originals, at the venues and on the dates indicated below:

For the IIN:

For SOS Children's villages International:

Prof Psic. Víctor A. Giorgi
Director-General
Inter-American Children's Institute
Organization of American States
Montevideo, 29 September 2016

Mr Johann Denk
Acting International Director
Region Latin America and the Caribbean
SOS Children's Villages International
Montevideo, 29 September 2016