

**AGREEMENT OF COOPERATION
BETWEEN THE
INTER-AMERICAN CHILDREN'S INSTITUTE (OAS)
AND THE
WORLD ORGANIZATION FOR EARLY CHILDHOOD EDUCATION (OMEP)**

THE PARTIES TO THIS AGREEMENT, the Inter-American Children's Institute, a Specialized Organization of the Organization of American States (hereinafter, **IIN**), with its corporate domicile established at Av. 8 de Octubre 2904, Montevideo, Uruguay; represented by its Director-General, Professor Lic. Víctor Alberto Giorgi Gómez, and the World Organization for Early Childhood Education (hereinafter, **OMEP**), a civil society organization with its corporate domicile at Sánchez de Bustamante 191 piso 2 oficina "K" in the Autonomous City of Buenos Aires, Argentina; represented by its Regional Vice-President for Latin America, Lic. Mercedes Mayol Lassalle;

WHEREAS:

The primary purpose of the IIN is to cooperate with the governments of the member States of the Inter-American System in the promotion of child rights;

One of the IIN's key functions, among others, 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;

One of the IIN's priority lines of action, as mandated by its Directing Council, is the provision of comprehensive care for Early Childhood;

The IIN recognizes the importance of establishing partnerships with other organizations in order to ensure the effective implementation of the Action Plan and optimize the impact of its actions;

The OMEP is an international, non-profit, non-governmental organization with consultative status with the United Nations and UNESCO;

Since its foundation in 1948, it has been lobbying for the right of children to care and education during early childhood (from birth to the age of eight);

The OMEP is present in more than 70 countries across 5 regions, among which are Latin America, North America and the Caribbean and its organizational structure includes a Regional Vice-President for Latin America;

The region is composed of the National Committees of: Argentina, Bolivia, Brazil, Chile, Colombia, Cuba, Ecuador, El Salvador, Mexico, Panama, Peru and Uruguay;

It has been participating as an OAS civil society, driving actions in support of the right to education of children during Early Childhood;

It is an OMEP strategy to establish partnerships with other international agencies and government, legislation, business and civil society institutions in order to join efforts to enhance public policies and laws, and make international and national commitments to early childhood a reality;

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 between them, as well as develop a specific cooperative relationship in areas of mutual interest by means of complementary operating agreements to be added to this agreement as addenda, including, but not restricted to:

- a. Promoting regional discussion on the relationship between care and education in early childhood, encouraging the participation of technical experts and authorities with decision-making or lobbying capacity with regard to policy. This discussion will conclude with the production of a paper to be submitted to the validation of international agencies such as the OAS, Niñ@sur, UNICEF;
- b. The development, implementation and dissemination of joint research projects;
- c. The exchange and dissemination among institutions of specialized bibliographic material on the comprehensive care of children in early childhood and other papers and information of specific interest to both parties;
- d. Joint organization and celebration of meetings and events to promote training, specialization, professional development, experience sharing and cross-sectoral cooperation, by means of courses and other educational activities in areas of interest to both parties.

As a first activity, the joint organization was proposed of a Conference on Education and Care, held on 8, 9 and 10 September, in Montevideo, Uruguay, together with the Institute of Psychology, Education and Development of the School of Psychology, University of the Republic of Uruguay (UDELAR).

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 operating agreements, 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.

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.

Notifications and communications should be addressed to the Office of the Director-General of the IIN, at the following main and secondary e-mail addresses:

Primary: direcciongral@iinoea.org

Secondary vgiorgi@iinoea.org

3.2 The authority responsible for coordinating the OMEP's activities, according to this agreement, is the Regional Vice-President for Latin America, and her liaison officer shall be the person appointed for each operating agreement.

Notifications and communications should be addressed to the following e-mail addresses:

Primary: americalatina@worldomep.org

Secondary: mercedes.mayol@worldomep.org

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 the 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 operating 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 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 immediately 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 agreements, 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 Regional Vice-President for Latin America of the OMEP, in two equally valid originals, at the places and on the dates indicated below.

For the IIN

Lic. Víctor Alberto Giorgi Gómez

Director-General of the Inter-
American Children's Institute (IIN-
OAS)

For the OMEP

Lic. Mercedes Mayol Lassalle

Regional Vice-President for Latin
America of the World
Organization for Early Childhood
Education (OMEP)