

MEMORANDUM OF UNDERSTANDING ON TECHNICAL COOPERATION BETWEEN THE URUGUAYAN INTERNATIONAL COOPERATION AGENCY(AUCI) AND THE INTER-AMERICAN CHILDREN'S INSTITUTE (IIN)

The Inter-American Children's Institute, hereinafter, IIN, represented here by its Director-General, Prof Víctor Giorgi Gómez, and the Uruguayan International Cooperation Agency, hereinafter, AUCI, represented by its Chair, Juan Andrés Roballo, are hereby signing this Memorandum of Understanding (MoU) on Technical Cooperation, subject to the following whereas clauses and stipulations:

WHEREAS:

The IIN is a Specialized Organization of the Organization of American States (OAS) in the area of childhood, whose mission is to contribute to the development of public policies which will ensure the promotion, protection and enjoyment of child rights in OAS Member States, and promote the construction of a culture of rights and well-being for children, within a context of respect for human rights and strengthening of democracy;

The IIN is acknowledged to be competent and experienced in the development of public policies designed to promote and protect the rights of children in the Americas and the Caribbean;

The IIN's structure and the composition of its Directing Council, with authorities for children's affairs from the 34 States of the Inter-American System, enables it to contribute to identifying needs and synchronizing efforts in order to boost the success rate of cooperation initiatives between States;

In its Action Plan for 2015-2019, adopted by resolution CD/RES. 05 (90-R/15), the IIN is entrusted with the identification of needs with a view to boosting the capacity for the comprehensive protection of children in the States in the region, as well as the identification of "good practices" in these thematic areas, in order to promote horizontal cooperation between the States;

The IIN recognizes the importance of establishing strategic partnerships with other national and international, public and private institutions, in order to strengthen its technical capacity, promote horizontal cooperation between member countries and contribute to the implementation of national development efforts;

On 25 September 1968, the IIN signed a Basic Agreement on the Privileges and Immunities of the Institute, through which the legal status of the IIN in the territory of the Republic of Uruguay was recognized, together, therefore, with its capacity to sign agreements and contracts throughout the territory;

Direct technical cooperation is performed by focusing actions around the following strategic objectives:

1. To develop means and tools which will support the States in establishing efficient and

comprehensive strategies and actions for the promotion and protection of child rights;

2. To support the States in their tasks with regard to following up, advocating for and monitoring the fulfilment of child rights;
3. To train human resources on the basis of the lessons drawn from the analysis of experiences in the region;
4. To promote the sharing of experience and lessons learned among the States in the region;

By means of Law N° 18,719, Art. 98, of December 2010, the Government of Uruguay provided for the creation of AUCI, which answers to the Presidency of the Republic, as a decentralized body;

Among the AUCI's mandates are to plan, design, supervise, administrate, coordinate, implement, evaluate, follow up and disseminate international cooperation activities, projects and programmes, with the purpose of fulfilling the country's development-related policies;

The AUCI is the agency responsible for coordinating Official Development Assistance (ODA) and other forms of cooperation throughout the Republic of Uruguay, which implies that the agency establishes and coordinates cooperation and development programmes, projects and actions, together with international cooperating governments and agencies;

In order to fulfil its objectives, the AUCI must foster the synchronization of policies with all of the sectors of public and private life in the country, and must seek exchanges with the countries of the region as well as supporting the technical efforts carried out by other countries and non-governmental organizations, to the best of its capacity and possibilities;

Both institutions recognize the existence of mutual areas of interest, in which joint work could contribute both to the fulfilment of their own objectives and to strengthening cooperation between countries in Latin America;

Therefore,

THEY AGREE THAT:

CLAUSE ONE. General Objective

This agreement sets out the general conditions necessary for the achievement of the following objectives:

- a) To establish a cooperation framework in order to facilitate collaboration between the parties on a non-exclusive basis, so that both institutions can provide mutual assistance, information, training and cooperation in their respective areas of performance and knowledge and coordinate actions tending towards the development of operating mechanisms for the strategy, programmes, projects and priorities established by the parties.

- b) To provide a framework and legal grounds for future Specific Agreements of Cooperation or Letters of Understanding, based either on their mutual interests or on a proposal of collaboration from one or the other of the parties.

CLAUSE TWO. Sphere of Cooperation

The parties agree to cooperate and conduct activities in their common interest. The AUCI shall collaborate with the IIN in the identification and follow-up of cooperation projects with public bodies in the Republic of Uruguay, and the IIN will provide support and advice in its areas of expertise. The parties undertake to promote the sharing of successful and significant strategies, programmes and projects which have been developed in the country so that they may become an offer of cooperation with others countries. For its part, the IIN will collaborate in the identification of strategies, programmes and projects developed in other countries, which can be appropriately offered in order to contribute to the priority areas as determined by the Uruguayan government. Means of documenting, synthesizing and monitoring the experiences conducted jointly will be established on the basis of this framework agreement.

CLAUSE THREE. Forms of Cooperation

The different forms adopted for the execution of the specific agreements provided for herein shall be those that the parties deem to be most suited to the purposes pursued, with due consideration afforded to the following activities:

- a) South-South and triangular cooperation
- b) Bilateral cooperation
- c) Regional cooperation
- d) The sharing of technical experts and professional practitioners, studies, research, seminars and workshops, grants.
- e) The sharing of information by means of books, journals, newsletters, access to databases and other means of communication.
- f) Any other form of cooperation that the parties may determine.

CLAUSE FOUR. Execution Procedures

The parties shall observe the following guidelines for the execution of this Memorandum of Understanding:

- a) Each party shall appoint an official, who shall be responsible for maintaining communications and coordinate any activity leading towards the signature of agreements, letters of understanding or specific agreements. The AUCI and the IIN appoint the Executive Director of the AUCI and the Director-General of the IIN to take responsibility for the execution of this agreement.

- b) In accordance with paragraph b) of Clause One, the implementation of specific actions shall be governed by means of specific agreements which must detail, in every case, the objectives, respective costs and source of funding, implementation arrangements, deadlines and responsibilities of each of the parties.
- c) Should they deem it necessary, the parties shall form technical groups or missions in order to examine the nature, intensity and range of projects and activities performed, or which may be performed under this Memorandum of Understanding, and shall propose relevant recommendations and projects to be the object of specific working programmes and agreements.
- d) These specific programmes and agreements may be conducted with the participation of other multilateral or bilateral technical cooperation and financial aid agencies, or the governments of countries interested in the field which is the object of this agreement.

CLAUSE FIVE. Consultation and Information Sharing

The parties shall keep each other informed and shall consult on matters of mutual interest which, in their view, may lead to mutual cooperation.

At appropriate intervals, the parties shall convene meetings to review and assess the level of progress of the activities undertaken under this agreement and in order to plan future activities.

CLAUSE SIX. Dispute Settlement

Any disputes or issues arising in relation to the execution or interpretation of this agreement shall be resolved in a harmonious manner by the parties on the basis of the rules of good faith and seeking to this end to exert their best efforts and collaboration in the settlement of any disputes.

CLAUSE SEVEN Reciprocity

Each of the parties to this agreement undertakes to recognize the other's contributions in the execution of the activities agreed in publications, reports, informative material, messages and any other means of dissemination of these activities.

Any document issued under the name of the IIN or the AUCI or using their logos, which is intended for publication as part of a special project, joint project, research study or any other activity, shall adhere to the institutional guidelines in force for such publications.

CLAUSE EIGHT. Validity Term, Amendments and Termination

This agreement shall enter into force upon being signed and shall be valid for three years, after which it may be renewed, extended and/or amended by mutual agreement by means of the corresponding addendum.

This agreement may be terminated at any time, without prejudice to ongoing activities, which shall continue until they are completed.

CLAUSE NINE. Privileges and Immunities

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.

IN WITNESS WHEREOF, this Agreement of Cooperation is hereby signed by the parties in two equally worded, valid and effective copies, in the city of Montevideo, Uruguay, on the XXX of XXX, 2015.

Juan Andrés Roballo
Chair
Uruguayan
International Cooperation Agency

Víctor Giorgi
Director-General
IIN-OAS