

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES**

**AND**

**THE INTER-AMERICAN DEVELOPMENT BANK,  
THE ECONOMIC COMMISSION FOR LATIN AMERICA AND THE CARIBBEAN,  
THE PAN AMERICAN HEALTH ORGANIZATION,  
THE INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT,  
THE INTER-AMERICAN INSTITUTE FOR COOPERATION ON AGRICULTURE,  
THE CENTRAL AMERICAN BANK FOR ECONOMIC INTEGRATION,  
CORPORACIÓN ANDINA DE FOMENTO,  
THE INTERNATIONAL ORGANIZATION FOR MIGRATION,  
THE INTERNATIONAL LABOUR ORGANIZATION, AND  
THE UNITED NATIONS DEVELOPMENT PROGRAMME**

**TO STRENGTHEN COORDINATION ON SUPPORT FOR THE IMPLEMENTATION AND  
FOLLOW-UP OF THE MANDATES OF THE SUMMITS OF THE AMERICAS**

**THE PARTIES TO THIS MEMORANDUM OF UNDERSTANDING**, the General Secretariat of the Organization of American States ("GS/OAS"), the Inter-American Development Bank ("IADB"), the Economic Commission for Latin America and the Caribbean ("ECLAC"), the Pan American Health Organization ("PAHO"), the International Bank for Reconstruction and Development ("World Bank"), the Inter-American Institute for Cooperation on Agriculture ("IICA"), the Central American Bank for Economic Integration ("CABEI"), the Corporación Andina de Fomento ("CAF"), the International Organization for Migration ("IOM"), the International Labour Organization ("ILO") and the United Nations Development Programme ("UNDP") (hereinafter referred to as the "Parties", and individually, each a "Party"),

**CONSIDERING THAT**, the Summits of the Americas (hereinafter individually referred to as the "Summit" and collectively the "Summits") are institutionalized gatherings of the heads of state and government of the Western Hemisphere where leaders discuss common policy issues, affirm shared values and commit to concerted actions at the national and regional level to address continuing and new challenges faced in the Americas;

**RECALLING THAT**, on March 1995 the Summit Implementation Review Group ("SIRG") was created. The SIRG is the core management body of the Summits Process and is comprised of government officials of the countries of the hemisphere, which are represented in the SIRG by their appointed National Coordinators. The SIRG is presided over by the host country of the Summit, whose functions include to support the SIRG during the preparations for the Summit and its implementation period and to oversee the follow-up process and measure implementation of Summit mandates;

**RECALLING THAT**, at the Third Summit of the Americas, held at the Quebec City, Canada in 2001, the Heads of State and Government of the Americas identified the need to design a mechanism to assist the countries in the region in meeting the commitments set in the Declarations of Principles, the Plans of Action of the Summits of the Americas, and the resulting mandates;

**RECALLING THAT**, in response to that call, in June 2001 the General Assembly of the Organization of American States (“OAS”), in resolution AG/RES 1824 (XXXI-O/01), instructed the GS/OAS, through the Summits Secretariat and in collaboration with other relevant multilateral organizations, to coordinate the implementation of the Summit mandates assigned to the OAS, coordinate the monitoring and exchange of information on such implementation and develop clear mechanisms to assess said implementation;

**RECALLING THAT**, in June 2001 a Letter of Understanding was signed by the GS/OAS, IDB, ECLAC and PAHO to establish a permanent information and coordination mechanism among those institutions (“Letter of Understanding”), and to initiate the implementation of a Joint Summit Working Group (“JSWG”), for a better coordination towards the assistance in the implementation of the Summits mandates;

**CONSIDERING THAT**, subsequent to the signing of the Letter of Understanding, over the years, the World Bank, IICA, CABEL, CAF, CDB, IOM, ILO and UNDP have joined the JSWG, together with the GS/OAS, IADB, ECLAC, and PAHO (hereinafter the “JSWG Member Institutions”);

**CONSIDERING THAT**, it is vital that all the Member Institutions of the JSWG strengthen the coordination and alignment of their activities in order to optimize cooperation and funding opportunities and to ensure consistency in the implementation of initiatives agreed upon by the Heads of State and Government of the Americas;

**CONSIDERING THAT**, in the Lima Commitment “Democratic Governance against Corruption,” adopted by consensus at the Eighth Summit of the Americas held in Lima, Peru, in April 2018, the Heads of State and Government requested the JSWG to assist States of the Americas with resources and technical capacity-building, so that they might implement the Summit commitments and mandates, among them those in the area of strengthening democratic governance and the fight against corruption, including those that refer to implementation of legislation, institution building, training and cooperation;

**CONSIDERING THAT**, the JSWG seeks to strengthen collaboration and greater exchange of information and technical expertise among multilateral development banks, Inter-American organizations and national agencies, with a view to encouraging efficient use of resources, more-effective program execution, avoiding overlap and duplication of existing mandates, increasing funding opportunities for beneficiaries, and ensuring consistency in the implementation of the Summits initiatives that they have been individually or collectively assigned; and

**RECALLING THAT**, in keeping with resolution AG/RES. 1824 (XXXI-O/01), the proper functioning of the JSWG requires not only the formal commitment of each of the institutions that are part of it through their technical support, but also an updated body of basic principles and rules regarding the operation of the JSWG,

**NOW THEREFORE, THE PARTIES HAVE AGREED** to enter into this Memorandum of Understanding (hereinafter referred to as the "MoU") as follows:

**ARTICLE I  
PURPOSE**

1.1. The purpose of this MoU is to formalize a non-exclusive framework of collaboration and to facilitate cooperation mechanisms between the Parties, through the JSWG, to strengthen coordination in support of the implementation and follow-up of the mandates of the Summits.

**ARTICLE II  
THE JSWG**

2.1. The JSWG is a cooperation body integrated by the JSWG Member Institutions, which allows ongoing dialogue and close coordination in the Inter-American system to ensure the effective and efficient implementation and follow-up of the mandates of the Summits.

2.2. Notwithstanding the foregoing article, the Parties shall maintain absolute independence to implement and comply with their corresponding mandates in the implementation of this MoU and take, jointly with the other Parties that they deem convenient, the actions they consider necessary.

**ARTICLE III  
OBJECTIVES OF THE JSWG**

- 3.1. The JSWG has the following objectives:
- a. Provide technical guidance to participating countries in the identification and negotiation of issues addressed in the Summits Process.
  - b. Plan and carry out projects and initiatives to implement Summit commitments and support Inter-American ministerial meetings and their linkages to the Summits Process.
  - c. Participate in Summit policy dialogues to exchange ideas regarding policy approaches for the Summits Process.
  - d. Promote coordination in support of participating countries' efforts to advance implementation of Summit mandates and priorities.

**ARTICLE IV**  
**MEMBER INSTITUTIONS OF THE JSWG**

4.1. The JSWG is composed of the JSWG Member Institutions as defined in the Recitals of this MoU.

4.2. An international or regional inter-governmental organization with multiple memberships of States of the Americas that is related to work and mandates of the Summit of the Americas and has legal personality may become a JSWG Member Institution and Party to this MoU as defined above, through a formal written communication to the Secretary General of the OAS (hereinafter the "Chair"), accepting the terms of this MoU, with copy to the Summits Secretariat of the "GS/OAS" (hereinafter the "Technical Secretariat"). Entry shall become effective the day following the agreement on the matter by the Parties to this MoU.

4.3. Any JSWG Member Institution may withdraw itself from participating in the JSWG through a formal communication to the Chair, with copy to the Technical Secretariat. Withdrawal shall become effective thirty 30 days following the receipt, by the Chair, of the notice of withdrawal.

**ARTICLE V**  
**REPRESENTATIVES OF THE JSWG MEMBER INSTITUTIONS**

5.1. Each of the JSWG Member Institutions shall appoint both a Principal and Alternate Representative. The Principal Representative shall be the head or highest senior authority of the respective JSWG Member Institution.

5.2. The appointment of the Principal and Alternate Representatives shall expire when the respective JSWG Member Institution informs of their appointment's replacement, or when the respective JSWG Member Institution ends its participation at the JSWG pursuant to Articles 4.3. Designations or replacements of Representatives shall be communicated directly by the JSWG Member Institutions to the Chair. The Alternate Representative to the JSWG shall act as the contact point of the MoU.

5.3. The Alternate Representative shall also act as the coordinator of the respective JSWG Member Institution at the SIRG.

**ARTICLE VI**  
**FUNCTIONS OF THE JSWG**

6.1. Without prejudice to the various action areas that the JSWG Member Institutions may identify or to the responsibilities they individually assume pursuant to bilateral or multilateral agreements, the JSWG Member Institutions agree to explore the possibility of cooperating in the following areas of activity, subject to the availability of funds and their respective, rules, regulations, policies and procedures:

- a. Jointly undertake technical cooperation-related actions through programs, projects and initiatives that contribute to the implementation of the mandates received from the Summits Process.
- b. As requested, jointly provide technical guidance to States of the Americas for the identification and negotiation of topics addressed in the Summits Process.
- c. Exchange information, good practices and lessons learned in relation to issues addressed in the Summits Process as necessary and appropriate, in the interest of identifying additional areas, in which effective and practical cooperation may be possible within the framework of this MoU. Any exchange of information between the Parties shall be subject to their respective policies and procedures on access to information.
- d. Jointly coordinate and organize meetings, dialogue forums, seminars, workshops and other opportunities for exchange and learning about issues addressed in the Summits Process.
- e. To advance the implementation of this MoU, the Parties may jointly decide to cooperate with the aim of developing an action plan (hereinafter referred to as the "*Action Plan*"). The *Action Plan* may contain the following information: (a) scope of activities; (b) detailed budget; (c) financial and non-financial resources that may be committed subject to prior internal approval by each Party; (d) targets of output indicators; and (e) evaluation mechanisms.
- f. Other related activities may also be agreed upon between the Parties from time to time, subject to each of the Parties' internal policies and procedures.

## ARTICLE VII FINANCING

7.1. The financing of the JSWG may come from voluntary contributions from JSWG Member Institutions and international and regional organizations, as well as member states and third parties of any kind, that wish to support JSWG activities in general for the achievement of specific projects and/or programs and initiatives.

7.2. This MoU contains no obligations on any Party and does not represent any commitment with regard to funding on the part of the Parties. Any such commitment shall be reflected in separate agreements that may be entered into by the corresponding Parties under this MoU, including those agreements to undertake technical cooperation-related actions or any other agreements that generate financial commitments between the Parties.



7.3. Any activities of the Parties that may be conducted under the auspices of this MoU is subject to the internal authorizations of each Party, their availability of staff, resources, and funds, including budget approvals, and to the execution of binding agreements, when applicable.

#### **ARTICLE VIII CHAIR AND TECHNICAL SECRETARIAT OF THE JSWG**

8.1. The Parties agree that the functions of the Chair, as defined in Article 4.2. above, in coordination with the Summit host country, shall be as follows:

- a. To preside over the debates of the JSWG meetings, take the measures necessary for them to run smoothly, and to oversee the execution of the decisions adopted;
- b. To bring matters that have not yet been resolved to the attention of the JSWG, on the advice of the Technical Secretariat;
- c. To represent the JSWG for protocol purposes and other such matters as entrusted to the Chair by the JSWG; and
- d. Other functions that the JSWG Member Institutions may assign to the Chair.

8.2. The Parties agree that the Technical Secretariat, as defined in Article 4.2 above, shall provide permanent and appropriate Technical Secretariat services and shall act upon the mandates and missions that the JSWG entrusts to it. The functions of the Technical Secretariat shall be as follows:

- a. To convene and coordinate meetings for the JSWG, and to propose agenda items for these meetings and prepare their minutes;
- b. To promote collaboration among the JSWG Member Institutions for the implementation of Summits mandates, including the identification of areas of actions where joint efforts can be made to support member States' efforts to advance implementation of Summits mandates;
- c. To prepare and circulate periodic reports on the programs, projects and initiatives implemented by the JSWG Member Institutions in compliance with the mandates received from the Summits of the Americas;
- d. To support consultations with the civil society and social actors within the Summits Process to strengthen their contribution in the implementation and follow-up of Summits mandates;
- e. To maintain the Summits of the Americas Follow-up System;
- f. To collaborate with the JSWG and the Chair in the preservation of documents and records relevant to the historical memory of the JSWG; and

- g. To coordinate and organize meetings and other activities defined by the JSWG.

## **ARTICLE IX MEETINGS**

- 9.1. The JSWG will carry out its collaboration through the following areas of activity:
  - a. Meetings of its Principal Representatives to conduct an overview of activities performed in follow-up to the Summits mandates.
  - b. Periodic regular meetings at a technical level with the Alternate Representatives to coordinate support that the JSWG provides to the Chair, and to maintain an ongoing dialogue among said institutions on the Summits process in general.

9.2. The Chair, in consultation with the Technical Secretariat and the JSWG, may explore the possibility of inviting organizations that undertake activities related to the JSWG to be observers of the JSWG meetings. Observer organizations will be able to participate with voice but without vote at the JSWG meetings.

9.3. Unless otherwise agreed by the Parties, all the costs pertaining to cooperation pursuant to this MoU will be borne by the respective Parties.

9.4. Each of the Parties will be individually responsible for any costs incurred in connection with such meetings or otherwise.

## **ARTICLE X COORDINATION AND NOTICE**

10.1. Parties to this MoU shall notify the "GS/OAS", within a week of the MoU signing, the following information about their designated contact person: title, address, electronic mail and telephone number. This information should be sent to:

General Secretariat of the OAS  
James Lambert, Secretary for Hemispheric Affairs  
1889 F Street, N.W.  
Washington, D.C. 20006  
United States of America  
Tel.: (1-202) 458-3000  
Electronic mail: SUMMIT-info@oas.org

10.2. All communications and notifications under this MoU will be validly made only when they are sent by mail or electronic mail addressed to the points of contact designated by each Party pursuant to article 10.1. When the communications and notifications are transmitted by

electronic mail, they shall be valid when they are sent directly from the electronic address of the point of contact of one of the Parties to the electronic address of the point of contact of another Party.

10.3. Any Party may change the designated point of contact, the address, telephone, or electronic mail indicated by notifying the other Parties in writing.

## **ARTICLE XI PRIVILEGES AND IMMUNITIES**

11.1. The Parties mutually recognize the privileges and immunities they enjoy by virtue of the relevant agreement and laws on the subject and general principles of international law.

11.2. Nothing contained in this MoU is intended to, or shall be construed as, waiving the privileges and immunities of the Parties, its officers or employees, whose privileges and immunities are reserved by this instrument.

## **ARTICLE XII DISPUTE RESOLUTION**

12.1. The Parties will seek to settle amicably any disputes that may arise from or relate to this MoU.

## **ARTICLE XIII EFFECTIVENESS, AMMENDMENT, TERMINATION AND OTHER MATTERS**

13.1. Notwithstanding Article IV above on the entry, withdrawal and/or cancellation of JSWG Member Institutions, this MoU shall enter into force on the date of its signature by all Parties and will remain in effect indefinitely, unless terminated by agreement of the Parties or by any Party with thirty (30) days advance written notice to the other Parties. Such termination shall not affect contractual obligations already entered into by any Party under this MoU.

13.2. Modifications to this MoU may only be made by agreement in writing by the duly authorized representatives of the Parties. The instruments in which the modifications are set out shall be attached as annexes to this MoU and shall form part of it.

13.3. Subject to the Parties' policies and procedures with respect to access to information, the Parties may make this MoU publicly available.

13.4. Nothing herein shall be construed as creating a joint venture and no Party shall be an agent, representative or partner of another Party.

13.5. Each Party shall be responsible for its acts and omissions in connection with this MoU and its implementation.



13.6. This MoU shall not represent any commitment on the part of any Party to give preferred treatment to other Party in any matter contemplated under this MoU or otherwise.

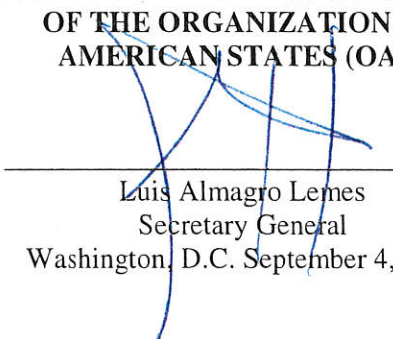
13.7. All pre-existing intellectual property of each Party will remain the exclusive property of that Party. Likewise, all intellectual property developed independently by each Party without any contribution from other Party of any kind during the term of this MoU, will remain the exclusive property of that Party. Ownership of any intellectual property jointly developed by the Parties as a result of this MoU will be governed by the terms of the respective separate agreements signed by the Parties pursuant to their respective policies and procedures.

13.8. For the avoidance of doubt, the Parties to the Letter of Understanding agree that this MoU supersedes the Letter of Understanding.

13.9. This MoU may be executed and delivered in counterparts (including by facsimile transmission or scanned PDF counterpart), each of which will be deemed an original, but all of which, when taken together, will constitute one and the same instrument.

**IN WITNESS WHEREOF**, the Parties hereto, each acting through its duly authorized representative, have signed this Memorandum of Understanding in eleven (11) original counterparts in English language, in Washington D.C. on this 4<sup>th</sup> of September, 2018.

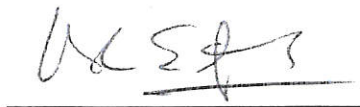
**FOR THE GENERAL SECRETARIAT  
OF THE ORGANIZATION OF  
AMERICAN STATES (OAS)**



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Luis Almagro Lemes  
Secretary General  
Washington, D.C. September 4, 2018

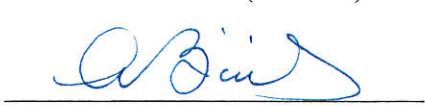
**FOR THE INTER-AMERICAN  
DEVELOPMENT BANK (IDB)**



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Bernardo Guillamón  
Manager, Office of Outreach and Partnerships  
Washington, D.C. September 4, 2018


**FOR THE ECONOMIC COMMISSION  
FOR LATIN AMERICA AND THE  
CARIBBEAN (ECLAC)**



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Alicia Bárcena Ibarra  
Executive Secretary  
Washington, D.C. September 4, 2018

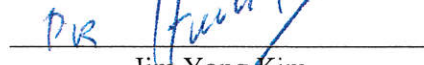
**FOR THE PAN AMERICAN HEALTH  
ORGANIZATION (PAHO)**



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for Carissa F. Etienne  
Director  
Washington, D.C. September 4, 2018

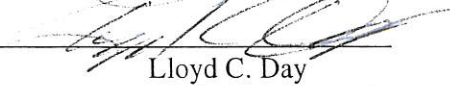
**FOR THE INTERNATIONAL BANK  
FOR RECONSTRUCTION AND  
DEVELOPMENT**



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for Jim Yong Kim  
President  
Washington, D.C. September 4, 2018

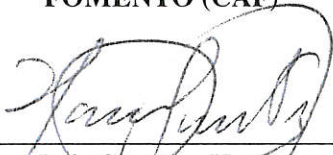
**FOR THE INTER-AMERICAN  
INSTITUTE FOR COOPERATION ON  
AGRICULTURE (IICA)**



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Lloyd C. Day  
Deputy Director General  
Washington, D.C. September 4, 2018

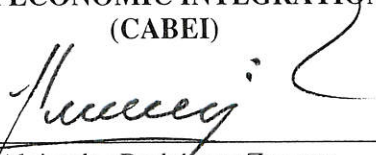
**FOR THE CORPORACIÓN ANDINA DE FOMENTO (CAF)**



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Luis Carranza Ugarte  
Executive President  
Washington, D.C. September 4, 2018


**FOR THE CENTRAL AMERICAN BANK FOR ECONOMIC INTEGRATION (CABEI)**



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Alejandro Rodríguez Zamora  
Executive Vice President  
Washington, D.C. September 4, 2018

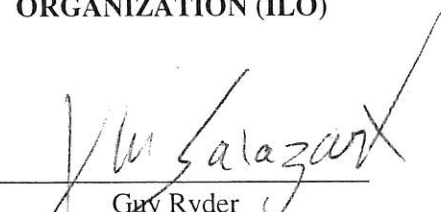
**FOR THE INTERNATIONAL ORGANIZATION FOR MIGRATION (IOM)**



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William Lacy Swing  
Director General  
Washington, D.C. September 4, 2018

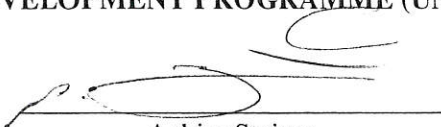
**FOR THE INTERNATIONAL LABOUR ORGANIZATION (ILO)**



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Guy Ryder  
Director General  
Washington, D.C. September 4, 2018

**FOR THE UNITED NATIONS DEVELOPMENT PROGRAMME (UNDP)**



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Achim Steiner  
Administrator  
Washington, D.C. September 4, 2018