

GENERAL COOPERATION AGREEMENT

between

The General Secretariat of the Organization of American States

and

The International Road Transport Union

THE PARTIES, the General Secretariat of the Organization of American States ("GS/OAS") a public international organization with headquarters at 1889 F. St. N.W., Washington, D.C. 20006, United States of America, represented by its Executive Secretary for Integral Development, ambassador Mauricio Cortes Costa, and the International Road Transport Union ("IRU"), a non-governmental international organization with Headquarters at 3, Rue de Varembe, B.P. 44, CH-1211 Geneva 20, Switzerland, represented by its General Secretary Mr Martin Marny,

CONSIDERING:

That as a result of discussions between the two organizations, the Parties have identified avenues for possible cooperation with a view towards leveraging their respective strengths in areas of shared interest;

That IRU was established in Geneva on 23 March 1948 as an international organization with 180 member associations in 74 countries which uphold the interests of the road transport industry;

That the IRU's principal task is to ensure the mobility of people and goods and that its mission includes working towards harmonization and simplification of procedures affecting road transport and striving to lift the barriers to international transport and trade;

That IRU has consultative status in the United Nations Economic and Social Council (UN ECOSOC);

That the OAS Strategic Plan for Partnership for Integral Development 2006-2011 focuses activities, among others, on providing support to member states to build their capacity to benefit from trade and promote economic growth, job creation, and poverty reduction, enhance their competitiveness and promote public-private partnerships ((AG/RES. 2201 (XXXVI-O/06), AG/RES. 2474 (XXXIX-O/09), and AG/RES. 2583 (XL-O/10));

That in the Plan of Action of Mexico adopted by the Second Meeting of Ministers and High Authorities on Science and Technology in the Framework of CIDI, the OAS Member States committed to "improv(ing) supply-chain management of goods and services and scientific/technological infrastructure in the countries, in order to enhance the competitiveness of corporations and improve their capacity to participate in global trade" (AG/RES. 2471 (XXXIX-O/09) *Report of the Second Meeting of Ministers and High Authorities on Science and Technology in the Framework of CIDI*);

That the GS/OAS is the central and permanent entity of the Organization of American States ("OAS"), and it is authorized to carry out agreements of cooperation in accordance with Article 112(h) of the Charter and OAS General Assembly Resolution AG/RES. 57 (I-O/71).

HAVE AGREED

Article I - Purpose

1.1. The overarching objective of this General Cooperation Agreement ("the Agreement") is to provide a framework for cooperation where the Parties can enter into collaborative relationships in which they can optimize their respective strengths to jointly contribute to promote economic growth and enhance the competitiveness and access of the OAS Member States to international markets and facilitate the insertion of Small and Medium Enterprises (SMES) in global trade, by improving supply-chain management of goods and services and ensuring the mobility of people and goods through road transport.

Article II -- Scope and Extent

2.1. The activities conducted under the framework of this Agreement may include but are not limited to the following areas of cooperation:

- a. Creating awareness and providing recommendations to governments, other stakeholders and the general public on key issues and activities related to the importance of improving supply chains of goods and services and facilitating road transport to enhance competitiveness.
- b. Developing joint studies, programs and initiatives in the above mentioned areas, including country studies.
- c. Training and capacity building in areas of mutual interest.

Article III -- Cooperation Modalities

3.1. Within two months after the signing of this Agreement each Party shall present to the other a written document containing its work program for the current calendar year in relation to the purpose of this Agreement. The work programs referred to in this paragraph shall contain proposals for the joint implementation of programs, projects and/or activities of common interest.

3.2. For areas of cooperation falling under this Agreement, the Parties may agree to sign a Letter of Agreement ("LoA") to define in more detail the terms of cooperation and the work needed to meet the terms of this Agreement. All LoAs shall be governed by the terms of this Agreement, unless the Parties expressly provide otherwise in those instruments.

3.3. The obligations of the Parties under this Agreement are subject to the availability of sufficient human and financial resources.

3.4. In order to help cover the annual budgeted costs of activities undertaken pursuant to this Agreement, the Parties shall jointly develop and devise implementation strategies for seeking and obtaining resources from various sources, including international/regional organizations, governmental agencies, corporations or private organizations, foundations, and individual philanthropists.

Article IV – Financial Provisions

4.1. Without prejudice to what the Parties may provide in the LoAs entered into pursuant to this Agreement, this Agreement in and of itself does not create obligations of a financial nature for either of the Parties.

Article V – Coordination and Notice

5.1. Each Party shall designate its representatives ("Designated Representatives"), who shall serve as primary contacts for the respective institutions and for the purpose of sending and receiving all official communications between them regarding this Agreement.

5.2. The Designated Representatives for sending notices and communications from GS/OAS and receiving them from IRU is:

Jorge Saggiante, Director, Department
of Economic Development, Trade and
Tourism
Executive Secretariat for Integral
Development
1889 F Street, N.W.
Washington, D.C. 20006, United
States of America
Tel.: (1-202) 458-6385
Fax: (1-202) 458-3526
Electronic Mail: jsaggiante@oas.org

Oscar Harasic, Chief, Office of Science,
Technology and Innovation
Department of Economic Development, Trade
and Tourism
Executive Secretariat for Integral
Development
1889 F Street, N.W.
Washington, D.C. 20006, United States of
America
Tel.: (1-202) 458-3375
Fax: (1-202) 458-3259
Electronic Mail: oharasic@oas.org

5.3. The Designated Representatives for sending notices and communications from IRU and receiving them from GS/OAS are:

Umberto de Pretto, Deputy Secretary
General
International Road Transport Union (IRU)
3 rue de Varembe
BP 44
1211 Geneva 20
Tel: (+41 22) 918 27 16
Fax: (+ 41 22) 918 27 41
E-mail: Umberto.DePretto@iru.org

Igor Rounov, Under Secretary General
International Road Transport Union (IRU)
IRU Permanent Delegation to Eurasia
12, Krasnopresnenskaya nab, Ent.6, № 417
123610, Moscow, Russia
Tel.: +7-495-258-17-59
Fax: +7-495-258-17-60
E-mail: Igor.Rounov@iru.org

5.4 All communications and notifications under this Agreement will be valid only when they are sent by mail, facsimile, or electronic mail addressed to the primary contacts whose names are set out above. 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 Designated Representative of one of the Parties to the electronic address of the Designated Representative of the other.

5.5 Either Party may change its Designated Representative named above, as well as the Representative's address, telephone, fax and/or electronic mail indicated above by notifying the other Party of the change in writing.

Article VI – Dispute Resolution

6.1 The Parties shall first attempt to resolve any dispute between them regarding this Agreement and the LoAs through friendly discussions. If a solution satisfactory to both Parties cannot be reached then the Parties shall submit their differences to arbitration pursuant to the Arbitration Rules of the United Nations Commission on International Trade Law (UNCITRAL) currently in effect. The place of arbitration shall be Washington D.C. U.S.A. The language in the proceedings shall be English. The three arbitrators shall decide the dispute as *amiable compositeur* or *ex aequo et bono*. The arbitration's decision shall be final, binding and not subject to appeal.

Article VII – General Provisions

7.1 Nothing in this Agreement or the LoAs constitutes an express or implied waiver of the privileges and immunities of the Parties and their personnel and their assets.

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

7.3 This Agreement shall enter into force upon signature by the duly authorized representatives of the Parties and shall remain in force indefinitely unless and until terminated in accordance with this Agreement.

7.4 The Parties may amend this Agreement by way of a written document of amendment, signed by the duly authorized representatives, dated and attached hereto. Unless otherwise agreed to, amendments may apply to any activities which have not yet been implemented.

7.5 The Parties may terminate this Agreement by mutual consent or by way of thirty days advanced written notice by one Party to the other. Notwithstanding the termination of this Agreement, the LoAs referred to in Article III that the Parties have signed and that have been duly financed shall continue to completion, unless the Parties otherwise agree in writing.



SIGNED by the duly authorized representatives of the Parties, in duplicate originals in the English language, on the date indicated below

For the International Road
Transport Union



Martin Marmy
IRU Secretary General

Date:

For the General Secretariat of the Organization
of American States



Mauricio Cortes Costa
Executive Secretary for Integral Development of
the Organization of American States

Date: