



*International
Office
for Water*



MEMORANDUM OF UNDERSTANDING

BETWEEN

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

AND THE

INTERNATIONAL OFFICE FOR WATER

ON

**COOPERATION IN INTEGRATED
WATER RESOURCES MANAGEMENT**

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The Parties to this Memorandum of Understanding (the “MOU”), the General Secretariat of the Organization of American States (“GS/OAS”), a public international organization with headquarters located at 1889 F Street, N.W. Washington D.C. 20006, USA, represented by its Secretary General, Cesar Gaviria, and the International Office for Water (the “IOW”), a non-profit Association organized under the laws of France, located at 21 Rue de Madrid, 75008 Paris, France, represented by its Director-General, Jean-Francois Donzier,

WHEREAS:

GS/OAS is the central and permanent organ of the Organization of American States, whose objectives include among others, cooperative action for the economic, social and cultural development of the OAS Member States; and

In accordance with the resolutions adopted by the OAS General Assembly at its thirtieth session in June of 2001, a priority topic for inter-American cooperation is the sustainable use of natural resources and protection of the environment; and

GS/OAS provides technical services in support of the mandates of the OAS governing bodies, relating to sustainable development in the fields of transboundary water resource management; and

GS/OAS possesses capabilities to support the efforts of its Member States in planning and managing national and international multi-resource and transboundary sustainable development projects, through its Unit for Sustainable Development and Environment (hereinafter referred to as “USDE”); and

GS/OAS is in charge of the technical secretariat to the Inter-American Water Resources Network (“IWRN”), to which the Member States of the OAS have designated official representatives; and

GS/OAS, through USDE, is the international executing agency of several Global Environment Facility – International Waters Program (hereinafter referred to as “GEF-IW”) projects in the Americas, on behalf of the United Nations Environment Programme (hereinafter referred to as “UNEP”) and the World Bank, and has developed a considerable volume of information, experience, and knowledge related to transboundary water resources management within the region; and

CONSIDERING:

That the IOW is a non-profit-making Association under the French Law of July 1, 1901, State approved by Decree on September 13, 1991, created in order to gather public and private partners involved in water resource management and protection, in France, Europe and in the world (bilateral and multilateral cooperation organizations, ministries, water agencies, local communities, universities, engineering schools, research centers, land development companies, water suppliers and professionals, industrialists, professional associations, and non governmental organizations) in order to set up a real partner’s network; and

That the IOW possesses capabilities to assist the countries and institutions that wish to join a partnership and exchange network in order to set up permanent cooperation links, in order to develop all possible aspects of expertise and build their own capacities for administrative organization and training, by providing them with: (i) institutional expertise and advice; (ii) professional, administrative and technical training programs; and (iii) an expertise for organizing observatories, monitoring and warning networks, data bases to better monitor the state of water resources, including their main uses, pollutions sources, and the preventions of risks, especially at the level of river basins and at the national or federal level; and

That the IOW is in charge of the Permanent Technical Secretariat of the International Network of Basin Organizations (hereinafter referred to as (“INBO”)) and that it supported the recent creation of a specific Network of Transboundary River Basin Organizations; and

RECOGNIZING:

That Article 112(h) of the OAS Charter and OAS General Assembly Resolution AG/RES. 57 (I-0/71) authorize GS/OAS to establish cooperative relations with other national and international institutions, and for that purpose, to enter into cooperative agreements with such institutions; and

That the IOW’s purpose in this MOU is to assist in technical cooperation between River Basin Organizations and the OAS Member States, as opportunities may be present through cooperation with GS/OAS; and

That IOW and GS/OAS desire to join their efforts and cooperate in implementing projects in which both entities would combine their capabilities, as appropriate for each individual project in various fields of integrated resource management (IWRM) at river basin level, training of river basin managers, strengthening local river basin organizations, transfer of

relevant technology related to integrated water resources management, support local, regional, and national governments in their activities to implement integrated water resources management at basin level, and such other efforts related to sustainable development planning as may be identified; and

That IOW and GS/OAS desire to exchange knowledge, experience, and resources on mutually satisfactory terms in furtherance of the recognized objectives, policies, and responsibilities of each; and

That this MOU provides an opportunity for IOW and GS/OAS to research, develop, and share new information technologies, training techniques, and research methodologies for integrated water resources management, especially in those issues related to integrated water resources management in transboundary river basins; and

That there are considerable advantages in bringing together the existing valuable resources and expertise of GS/OAS and IOW;

AGREE AS FOLLOWS:

Article I OBJECTIVES

1. The purpose of this MOU is to establish the initial framework for cooperation between the OAS/USDE and the IOW, for the implementation of projects in which both entities will combine their capabilities, as appropriate for each individual project, in various fields of integrated water resources management (hereinafter referred to as "IWRM"), including:

- The training of river basin managers;
- The strengthening of local river basin organizations;
- The transfer of relevant technology related to integrated water resources management;
- The support of local, regional, and national governments in their activities to implement integrated water resources management at the basin level; and
- Other efforts related to sustainable development planning as may be mutually identified.

Article II POTENTIAL ACTIVITIES OF IOW

In addition to the other activities that it undertakes under this MOU, IOW may:

1. Develop, in cooperation with OAS/USDE, project proposals as project needs and areas are identified, specially in those related to integrated water resources management in transboundary river basins.
2. Meet with OAS/USDE and other agencies and entities, as needed, to discuss project information and training opportunities, conduct site visits, analyze project work plans, and assist in developing project and training proposals as agreed by the Parties.
3. Prepare separate contracts for each project approved for implementation under an accompanying work plan and budget setting out the responsibilities of both Parties.
4. Provide OAS/USDE with such technical advice and assistance as may be appropriate, as determined by both Parties.

Article III
POTENTIAL ACTIVITIES OF GS/OAS THROUGH OAS/USDE

In addition to the other activities it undertakes under this MOU, OAS/USDE may:

1. Develop, in cooperation with IOW, project proposals as project needs are identified, specially in those related to integrated water resources management in transboundary river basins.
2. Identify participants and/or agencies wishing to enter into projects with GS/OAS and IOW for the purpose of: (a) resolving problems within the fields of expertise of OAS/USDE and IOW, (b) expanding technologies already in use, or (c) applying new technologies to be provided by GS/OAS and the IOW.
3. Provide the IOW with such technical advice and assistance as may be appropriate for establishing project proposals.

Article IV
MUTUAL ACTIVITIES AND OBLIGATIONS OF IOW AND GS/OAS

1. As project proposals are accepted and approved by IOW and GS/OAS, an Implementing Agreement to this MOU shall be prepared for each approved project. The Implementing Agreement shall specify the scope of the activity; the expected project period; the responsibilities of the Parties, including those related to funding, anticipated results, and reporting procedures, if appropriate, and any other relevant matter such as the work plan and budget.
2. Unless otherwise specified in each such Implementing Agreement, each Party shall bear the expense of its participation in activities under this MOU.

3. The Parties intend to carry out activities under this MOU subject to the availability of appropriated funds, personnel, and other resources.

**Article V
DISPUTE RESOLUTION**

1. The Parties shall attempt to resolve amicably any disputes arising in relation to the interpretation and implementation of this MOU. In the event this proves impossible, the Parties shall resolve their differences by final and binding arbitration in accordance with the Arbitration Rules of the United Nations Commission on International Trade Law “UNCITRAL”). The applicable law shall be that of the District of Columbia, USA.

2. Nothing stated in this MOU shall be construed to be an express or implied waiver of any privileges or immunities which either party may enjoy under applicable law.

**Article VI
TERM, MODIFICATION AND TERMINATION**

1. The Parties may amend or otherwise modify this MOU by a written statement signed by their duly authorized representatives, dated and attached hereto.

2. This MOU shall become effective on the date it is signed by both Parties and shall terminate at the end of five years from that date unless otherwise modified or extended by both Parties in writing; provided, however, that either Party may terminate this MOU on 30 days’ written notice to the other.

**Article VII
INSTITUTIONAL COORDINATION AND NOTICE**

1. The Unit responsible for carrying out and coordinating GS/OAS obligations under this MOU is the OAS/USDE. All notices for OAS/USDE in relation to this MOU should be sent by letter or fax to:

Richard A Meganck,
Director
Unit for Sustainable Development and Environment
General Secretariat of the Organization of American States
1889 F Street, NW
Washington D.C. 20006
USA
Tel: 202 458-6248
Fax: 202 358-3560

2. The area/ individual responsible for carrying out and coordinating IOW's responsibilities under this MOU is _____. All notices for IOW should be sent to:

Jean-Francois Donzier
Director General
International Office of Water
21 Rue de Madrid
75008, Paris France
Tel: 33-1-45 22 14 67
Fax: 33-1-40 08 01 45

3. Either Party may change the entity, or the person designated to receive notice hereunder by so notifying the other Party in writing.

In Witness Whereof, the duly authorized representatives of the parties hereby subscribe to this Memorandum of Understanding, in duplicate originals, on the dates and locations indicated below:

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

**INTERNATIONAL OFFICE
FOR WATER**

**CESAR GAVIRIA
SECRETARY GENERAL**

**JEAN-FRANCOIS DONZIER
DIRECTOR-GENERAL**

Date: _____

Date: _____

Location: _____

Location: _____