

COOPERATION AGREEMENT

Between

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

AND

THE INTER-AMERICAN METROLOGY SYSTEM

**COOPERATION AGREEMENT
BETWEEN
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AND
THE INTER-AMERICAN METROLOGY SYSTEM**

THE PARTIES, the General Secretariat of the Organization of American States (hereinafter "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, V. Sherry Tross, and the Inter-American Metrology System (hereinafter "SIM"), a regional cooperative organization of the institutions responsible for national measurement standards of countries in the Americas, with headquarters at the National Institute of Industrial Technology of Argentina (INTI), Ave. General Paz 5445, B1650 KNA, San Martín, Argentina, represented by its President, Dr.-Ing. Héctor Laiz,

CONSIDERING:

That SIM is a regional cooperative organization of the National Metrology Institutes (NMIs), the organisations responsible for the national measurement standards of countries in the Americas;

That the mission of SIM is to promote and support an integrated measurement infrastructure in the Americas so that the member NMIs can fulfill their missions by effectively participating in the international metrology community to facilitate international trade and regional cooperation;

That SIM has built a robust cooperative network among the NMIs in the Americas which is vital to promoting economic growth and competitiveness, innovation, and public health and safety;

That SIM has been recognized by the Ministers and High Authorities of Science and Technology in the Ministerial Declarations and Plans of Action of Lima (2004) and Mexico (2008) as an exemplary cooperation program which has significantly advanced the development and strengthening of metrology technological services in the region;

That the Plan of Action of Panama 2012-2016: "Translational Science, Technology, and Innovation: Knowledge and Competitiveness and Prosperity" (CIDI/REMCYT-III/doc.6/11 rev. 4), adopted at the Third Meeting of the Ministers and High Authorities of Science and Technology (REMCYT III, Panama City, 2011) identified National Quality Infrastructure, including metrology, as one of the four pillars for priority actions with

measurable goals and objectives, to be implemented through hemispheric cooperation in working groups created by the Ministers;

That the Plan of Action of Guatemala "Inclusive Innovation: Key to Reducing Inequality and Increasing Productivity in the Region" approved at the Fourth Meeting of the Ministers and High Authorities of Science and Technology (REMCYT IV, Guatemala, 2015), acknowledged the historic and mutually beneficial relationship between the OAS and the SIM and requested that the GS/OAS, in coordination with the Council of the SIM, provide the necessary support to the Inter-American Council for Integral Development (CIDI) to conduct a review of the relationship between the SIM and the OAS, with a view to exploring options to strengthen it that are acceptable to all OAS and SIM members, to report on the progress of the review at the 2015 SIM General Assembly, and to present its results to the forty-sixth regular session of the OAS General Assembly in 2016;

That the GS/OAS, through the Executive Secretariat for Integral Development and its Department of Economic Development (SEDI/DED), promotes inclusive economic growth, competitiveness and innovation in Member States of the OAS by providing support to high-level policy dialogues and institutional capacity building;

That the GS/OAS serves as Technical Secretariat of the REMCYT, the Inter-American Commission on Science and Technology (COMCYT) and its four Working Groups, including Working Group 3 on National Quality Infrastructure through its Section of Competitiveness, Innovation and Technology of the DED;

That the GS/OAS has long supported metrology cooperation in the region to advance capabilities in traditional metrology fields, and in new fields such renewable energy technologies and climate science measurements in OAS member states;

That the mutual goals pursued by both SIM and OAS, and the historic and mutually beneficial cooperation, result in joint benefit from cooperating and conducting mutually agreed activities; and

That the GS/OAS is the central and permanent organ of the OAS, 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 to enter into this Agreement.

Article I - Purpose

1.1 The objective of this Agreement is to provide a framework for cooperation between the Parties to jointly contribute to the development of metrology capabilities in the Americas.

Article II – Initiatives, Cooperation and Technical Support

- 2.1 The Parties shall determine the areas of cooperation, initiatives, mutual technical support, and/or joint activities of common interest, including, but not limited to, the following:
- a) Improving mechanisms for dialogue between the institutions charged with maintaining and disseminating measurement standards and their policy leaders;
 - b) Raising awareness of the importance of measurement standards in environmental protection, energy security, human health and safety, and economic growth and prosperity;
 - c) Promoting partnerships between the entities responsible for measurements, national measurement standards and regulations within a country, as well as among countries;
 - d) Supporting the participating countries' efforts to determine the measurements and standards needs of their local industries and regulatory bodies, and exploring opportunities for training in those areas;
 - e) Initiating and Implementing joint and individual projects and activities to increase metrology capabilities in the Americas;
 - f) Developing and devising implementation strategies for seeking and obtaining resources from various sources, including international/regional organizations, governmental agencies, corporations or private organizations, foundations, and individual philanthropists to facilitate activities undertaken in support of this Agreement;
 - g) Participating in meetings, conferences, workshops and related functions in collaboration with governments, industrial-private sector and academic organizations.

Article III – Cooperation Modalities

3.1 The Parties to this Agreement agree to consult periodically, as required, on common policy issues and on matters of mutual interest with a view to assisting each other in realizing their respective objectives in the areas of metrology, science, technology, innovation and competitiveness. A written record will be kept of the proceedings and decisions reached during such consultations by the Parties.

3.2 Once the Parties determine that specific initiatives or activities are to be implemented and the corresponding authorizations and funds have been obtained, the Parties shall conclude a supplementary agreement, memorandum of understanding or exchange of letters containing the applicable conditions for each initiative and/or activity. Each such supplementary agreement, memorandum of understanding or exchange of letters shall be signed by the duly authorized representatives of the parties and should specify in detail, the following:

- a. The agreed-upon initiative and/or activity;
- b. The objectives sought;
- c. The dependencies of each of the Parties that will execute the initiative and/or activity;
- d. The work plan: stages, planning and chronology of development;
- e. The budget and the human and material resources required by the initiative and/or activity, specifying the financial responsibilities and contributions of each Party (indicating the nature and the amount), the schedule of the contributions and, as required, the property of the material resources that are acquired;
- f. A provision relating to the coordination, notification and follow-up of the initiative and/or activity; and
- g. A provision acknowledging this Agreement as the programmatic and juridical framework for the program, project or activity.

Article IV – Financial Provisions

4.1. Without prejudice to what the Parties may provide in the supplementary agreements, memoranda of understanding and/or exchange of letters entered into pursuant to this Agreement for the joint implementation of programs, projects and/or activities, 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. Within the GS/OAS, the dependency responsible for coordinating GS/OAS activities under this Agreement is the Department of Economic Development and the Coordinator is Mr. Cesar Parga, Chief of the Section of Competitiveness, Innovation and Technology. Notifications and communications should be directed to the Coordinator at the following street address, fax and electronic mail:

General Secretariat of the OAS

Cesar Parga

Section of Competitiveness, Innovation and Technology

Department of Economic Development

Executive Secretariat for Integral Development

1889 F Street, N.W.

Washington, D.C. 20006, United States of America

Tel.: (1-202) 370-5421

Fax: (1-202) 458-3561

Electronic Mail: CParga@oas.org

5.2 The Designated Representative for sending notices and communications from SIM is:

Claire Saundry
Project Coordinator, SIM
National Institute of Standards and Technology
100 Bureau Drive
Gaithersburg, MD 20874
Tel.: (1-301) 975 2386
Fax: (1-301) 975 3530
Electronic Mail: claire.saundry@nist.gov

5.3. All communications and notifications under this Agreement will be validly made only when they are sent by mail, facsimile, or electronic mail addressed to the Coordinators whose names are set out in Articles 5.1 and 5.2, 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 Coordinator of one of the Parties to the electronic address of the Coordinator of the other.

5.4. Either Party may change the responsible dependency, the designated Coordinator, the address, telephone, fax or electronic mail indicated by notifying the other Party in writing.

Article VI – Privileges and Immunities

6.1. Nothing in this Agreement constitutes an express or implied waiver of the privileges and immunities of the OAS, the GS/OAS, its personnel, and its assets, in accordance with the OAS Charter, relevant agreements, applicable national law, and the general principles and practices of international law.

Article VII – Dispute Resolution

7.1 The Parties shall attempt to resolve any dispute between them that may arise in conjunction with the application or interpretation of this Agreement, or any supplementary agreements, memoranda of understanding or exchange of letters pursuant to Article 3.2, 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 VIII – General Provisions

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

8.2 The Parties, to the extent applicable and without prejudice to their respective privileges and immunities, shall comply with the provisions of the Inter-American Convention Against Corruption and with the applicable norms of the country in which the programs, project and/or activities are executed in accordance with this Agreement. Failure to comply with this provision shall constitute grounds for anticipatory termination of this Agreement.

8.3 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.

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

8.5 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 specific co-operative agreements, 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.

8.6 Articles V and VI shall survive the expiry or the termination of this Agreement.

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

For The Inter-American Metrology System
(SIM)



Ing. Hector Laiz
President

Date:

For the General Secretariat of the
Organization of American States



V. Sherry Tross
Executive Secretary for Integral Development

Date: