

No. 48974

**Turkey
and
Organization of American States**

Framework Agreement on cooperation between the General Secretariat of the Organization of American States and the Republic of Turkey. Washington, 25 August 2004

Entry into force: *7 March 2011 by notification, in accordance with article VIII*

Authentic text: *English*

Registration with the Secretariat of the United Nations: *Turkey, 12 September 2011*

**Turquie
et
Organisation des États américains**

Accord-cadre de coopération entre le Secrétariat général de l'Organisation des États américains et la République turque. Washington, 25 août 2004

Entrée en vigueur : *7 mars 2011 par notification, conformément à l'article VIII*

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Enregistrement auprès du Secrétariat des Nations Unies : *Turquie, 12 septembre 2011*

[ENGLISH TEXT – TEXTE ANGLAIS]

**FRAMEWORK AGREEMENT ON COOPERATION
BETWEEN THE GENERAL SECRETARIAT OF THE ORGANIZATION OF
AMERICAN STATES AND THE REPUBLIC OF TURKEY**

The General Secretariat of the Organization of American States ("GS/OAS") through the Inter-American Agency for Cooperation and Development ("IACD"), and the Republic of Turkey, hereinafter referred to as the Parties,

Taking into account that the Republic of Turkey as a Permanent Observer of the Organization of American States is willing to develop closer relations with the OAS member states by sharing its technical know-how and experience through cooperation projects of mutual interest,

Recalling that the Organization of American States ("OAS") established the IACD as an entity for the promotion, coordination, management, and facilitation of the planning and execution of partnership for development projects, programs and activities within the framework of the Strategic Plan for Partnership of its Inter-American Council for Integral Development ("CIDI"),

Considering that the IACD's central mission, as established in its Business Plan is to help OAS Member States accelerate their development through the application of technical cooperation and training, with special emphasis on cooperation among the Latin American and Caribbean nations,

Taking into account that the IACD's objective is to become a leading supplier of technical cooperation and training in the region to accelerate the pace of economic development and to address the issues of poverty reduction and social imbalances, and that it seeks to achieve that mandate by developing projects of mutual interest of the Permanent Observer States,

Recognizing that the IACD's success depends, in part, on its ability to work with the Permanent Observer States of the Organization of American States that have formed close and important regional and local relationships and which can assist in new development programs,

Considering that signing a framework agreement will facilitate and regulate the cooperation process between the relevant Turkish institutions and OAS units,

Have agreed as follows:

**ARTICLE I
Purpose**

- 1.1 The purpose of this Agreement is to establish a mechanism of general and special cooperation for coordinating the activities of the Parties through exchange of technical

know-how, information and experts, arranging training programs, research activities and seminars in the fields of environment, sustainable development, tourism, education, culture, science, technology, natural disasters, energy, social development, business development, industrial development, information technologies, physical planning, and other topics to be mutually agreed upon by the Parties.

ARTICLE II

Information and Cooperation

2.1 The Parties shall regularly inform each other of activities of mutual interest, and shall maintain close cooperation in regard to matters of common interest as described in Article III of this Agreement. The Parties shall also establish special relations to coordinate or carry out joint activities as described in Articles IV and V.

ARTICLE III

Responsibilities of the Parties

3.1. The Republic of Turkey shall:

- a. Collaborate with the IACD in the design and development of cooperation projects of mutual interest as described in Article I,
- b. Support the IACD in identifying and implementing various initiatives to develop joint cooperation programs,
- c. Send to IACD on request and if deemed appropriate a copy of the pertinent documentation, policies, laws, etc provided that they relate to the common objectives of the Parties and the implementation of this Agreement and subsequent agreements between the Parties.

3.2. The IACD shall,

- a. Collaborate with the Republic of Turkey in the design and development of programs and projects related to the areas of interest identified in Article I,
- b. Provide advisory services requested by the Republic of Turkey on technical, social, economic and/or cultural issues in the OAS member states related to the programs approved by the Inter-American Council for Integral Development ("CIDI") and the OAS General Assembly,
- c. Inform the Republic of Turkey of IACD programs under development in areas of mutual interest,
- d. Invite representatives of the Republic of Turkey to technical meetings of IACD/OAS bodies, to the extent permitted under their rules, when the Republic of Turkey expresses its interest in participating in any of such meetings, and
- e. Take account the Republic of Turkey's written observations on matters of common interest.

ARTICLE IV
Scope of Special Cooperative Relations

4.1. The Parties may develop special cooperative relations in areas of common interest including, but not limited to, the following:

- a. The development and implementation of joint projects of common interest defined in Article I,
- b. The exchange of bibliographical and multimedia materials and access to data bases and general information related to joint projects embarked upon by the Parties.
- c. The exchange of documents and specific information concerning all projected activities and all programs for work that may be of interest to both institutions;
- d. The exchange of technical and professional personnel and specialized information between the Parties for specific activities;
- e. Joint professional meetings on matters of common interest, and
- f. Joint training and research facilities for the use of the parties.

ARTICLE V
Identification and Implementation of Joint Projects and Activities

5.1. Within three months after the signing of this Agreement and by January 31st of each year thereafter that this Agreement is in force, each Party shall present in writing to the other a document setting out a "Working Program" for the calendar year in progress.

5.2. Each Party's Working Program shall contain proposals for the joint implementation of projects or activities of mutual interest.

5.3. Once it is jointly decided by the parties which of the projects and activities in the Working Program are to be implemented, and the necessary funding and authorizations have been obtained, the parties shall enter into project-specific or activity-specific Memoranda of Understanding ("MOU") setting out the terms and conditions governing each such project and activity. Each MOU shall specify in detail the mutual responsibilities and obligations of the Parties, including, but not limited to the nature and amount of the financial commitment undertaken by each of them.

5.4. The rights and responsibilities of the Parties in publications resulting from a specific joint project of activity shall be established in the corresponding MOU or in a separate agreement between them, as it may be mutually agreed upon by the parties.

ARTICLE VI
Dispute Resolution

6.1. All disputes arising from the application of this Agreement shall be settled through negotiations.

6.2. Nothing expressly stated or implied in this Agreement is to operate as a waiver of the privileges and immunities of the OAS, GS/OAS, IACD or its personnel under the laws of the United States, the Republic of Turkey or under International law.

6.3. Nothing expressly stated or implied in this Agreement is to operate as a waiver of the privileges and immunities of the Republic of Turkey or its personnel under the laws and regulations of the Republic of Turkey or under International law.

ARTICLE VII

Institutional Coordination and Correspondence

7.1. The institution within GS/OAS responsible for carrying out and coordinating GS/OAS obligations under this Agreement is the Executive Secretariat of the Inter-American Agency for Cooperation and Development. All correspondence for GS/OAS in relation to this Agreement should be sent to:

The Director General
Inter-American Agency for Cooperation and Development
General Secretariat of the Organization of American States
1889 F Street. NW
Washington, D.C. 20006
Tel: 202 458 3783
Fax: 202 458 3526

7.2. The institution within of the Republic of Turkey responsible for carrying out and coordinating its obligations under this Agreement is the Ministry of Foreign Affairs. All correspondence for the Republic of Turkey in relation to this Agreement should be sent to the Embassy of the Republic of Turkey in Washington.

7.3. Either Party may change the person designated to receive notice hereunder by so notifying the other in writing.

ARTICLE VIII

Term, Amendment and Termination

8.1. This Agreement may be revised or amended by mutual consent. Any revision or amendment shall become effective on the date of notification through diplomatic channels upon fulfillment of internal procedures for ratification.

8.2. This Agreement shall enter into force on the date when the Republic of Turkey notifies the OAS through diplomatic channel that the necessary domestic ratification procedures have been completed.

8.3. Either Party may terminate this Agreement by giving sixty calendar days prior written notice to the other.