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**Peru
and
Organisation for Economic Co-operation and Development**

Agreement between the Republic of Peru and the Organisation for Economic Co-operation and Development. Veracruz, 8 December 2014

Entry into force: *13 February 2015 by notification, in accordance with article 12*

Authentic texts: *English, French and Spanish*

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**Pérou
et
Organisation de coopération et de développement économiques**

Accord entre la République du Pérou et l'Organisation de coopération et de développement économiques. Veracruz, 8 décembre 2014

Entrée en vigueur : *13 février 2015 par notification, conformément à l'article 12*

Textes authentiques : *anglais, français et espagnol*

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AGREEMENT BETWEEN THE REPUBLIC OF PERU AND THE ORGANISATION FOR ECONOMIC CO-OPERATION AND DEVELOPMENT

The Republic of Peru (Peru) and the Organisation for Economic Co-operation and Development (OECD), (hereinafter referred to as the "Parties" collectively and a "Party" individually);

Convinced of the importance of promoting co-operation between the Parties by means of programmes and projects in common interest areas, the Parties wish to reinforce and expand their co-operation through the present Agreement concerning a Country Programme (the "Agreement");

Considering that the OECD is an intergovernmental organisation established by the Convention on the Organisation for Economic Co-operation and Development of 14 December 1960 (the "OECD Convention"), whose headquarters are located in Paris and whose work is mainly aimed at contributing to the healthy economic expansion of its members and partner countries;

Considering that Article 12 (b) of the OECD Convention provides for the establishment of relations with non-member States and Article 12 (c) of the OECD Convention allows for the participation of non-member governments in the OECD's activities;

Being aware that during the OECD Ministerial Meeting held in 2011, the Vision Statement [C/MIN(2011)6/FINAL] was adopted emphasising the need *"to develop new forms of partnership and collaboration with the aim of improving the well-being of all our citizens"* and welcoming *"collaboration with all those countries interested in sharing knowledge and expertise, promoting reform, and contributing and adhering to OECD standards"*;

Recalling that in accordance with the OECD Convention and as a follow-up to the Vision Statement, on 30 April 2013 the OECD approved a Framework for the Establishment of Country Programmes [C/MIN(2013)12] which are defined as follows: *"In recognition of certain countries' willingness to achieve OECD standards and best practices, the new Country Programmes will be designed to help a very limited number of countries to adopt these standards and practices and thus provide an anchor for their policy reforms"*; and that on 18 April 2014 the OECD agreed to invite Peru to engage in a Country Programme;

Acknowledging that Peru is one of the fastest growing economies of Latin America, having concluded 18 Free-Trade Agreements with over 50 countries, that it is a founding member of the Pacific Alliance, an active member of the Asia-Pacific Economic Cooperation Forum (APEC) and a member country of the Union of South American Nations (UNASUR).

Recalling that Peru is a member of the Development Centre, an adherent to the OECD Declaration on International Investment and Multinational Enterprises and is committed to work with the OECD in several other policy areas to support its reform agenda;

The Parties have agreed as follows:

Article 1

Purpose

1.1 The purpose of this Agreement is to establish the conditions for a mutually beneficial co-operation between the Parties on a Country Programme in order to promote adherence to OECD instruments and the effective implementation of OECD standards and best practices, and to advance the reform agenda of Peru in different areas of public policy, in particular the areas of pairing sustainable economic growth with social inclusion, strengthening competitiveness and diversifying the domestic economy, increasing the effectiveness of public institutions and achieving better environmental results.

1.2 Any activities conducted under this Agreement shall be carried out in accordance with the Parties' respective administrative frameworks (including internal rules and practices as appropriate).

Article 2

Areas of Co-operation

The co-operation between the Parties will focus on a number of substantive areas, which will include but not be limited to:

- Climate change, environment and green growth;
- Investment;
- Public Governance;
- Anti-bribery;
- Integrity and public procurement;
- Territorial development;
- Regulatory policy and reform;
- Taxation, including exchange of information and mutual administrative assistance;
- Health;
- Employment;
- Education and skills;
- Trade;
- Agriculture;
- Statistics;
- Competitiveness;
- Inclusive growth; and
- Innovation.

Article 3

Forms of Co-operation

3.1 The Parties may co-operate by various means, which will include, but not be limited to:

- Joint studies, national policy reviews or other related analyses;
- Exchange of information;

- Exchange of statistical data and other relevant information as a foundation for better analyses of both Parties on the impact of policies and reforms;
- Organisation of joint events, seminars and workshops;
- Participation in regional forums, events and activities;
- Collaboration between experts and officials of the Parties, notably through missions, secondment and/or loan of OECD staff and experts to Peru; and secondment and/or loan of Peruvian officials to the OECD;
- Participation of Peru in OECD bodies and projects, subject to OECD rules and practices;
- Participation of Peru in OECD legal instruments and policy tools that may be developed by the OECD;
- Facilitation of Peru's possible ratification or adherence, as applicable, to various OECD legal instruments; and
- Monitoring, evaluation and comparative analysis of Peru's policy practices compared to OECD standards and best practices to promote reforms as well as government transparency for Peruvian citizens.

3.2 The Parties will sign a Memorandum of Understanding (the "MOU") setting out the detailed activities which are part of the Country Programme agreed with Peru. The provisions agreed in the Agreement will apply to the MOU.

Article 4 Funding

4.1. All the activities carried out under this Agreement will be financed by Peru or by a third party. The activities carried out by the OECD under this Agreement are subject to the availability of funds.

4.2. Peru has programmed the necessary resources to carry out the activities that will be implemented under this Agreement. These resources will be complemented with other resources provided by international co-operation and multilateral banks whenever necessary.

4.3 Operational arrangements for financing the aforementioned activities will be reflected in separate agreements that may be entered into by the Parties under this agreement.

Article 5 Intellectual Property

5.1 The Parties recognise the importance of protecting and respecting intellectual property rights. This Agreement does not grant either Party the right to use any work of which the other Party is the author, creator or holds the intellectual property rights, whether such work was created under or outside the present Agreement.

5.2 Intellectual property rights over any joint work created by the Parties' collaborative activities under this Agreement, of which both Parties are the authors or creators, will be jointly held by the Parties. Each of the Parties may use and reproduce this work separately, subject to an appropriate acknowledgement of the other Party's contribution to the work and provided that each Party will obtain the written consent of the other before granting any

license to a third party. Without prejudice to the above, any joint publication will be subject to a separate written agreement by the Parties.

Article 6

Disclosure and Information Security

6.1 The Parties may disclose to the public this Agreement and information with respect to activities carried out under this Agreement in accordance with the Parties' relevant legal frameworks.

6.2 Any sharing of confidential and/or classified information between the Parties will be subject to their respective policies and procedures relating to the disclosure of confidential and/or classified information. Each Party will take any appropriate action to protect confidential and/or classified information of the other Party.

6.3 For the avoidance of doubt, the terms of this Article shall remain in effect even after completion or termination of this Agreement.

Article 7

Responsibility

7.1 Each Party will be responsible for its activities and for its staff and/or experts, including for their acts and omissions.

7.2 One Party (the "First Party") shall not be liable for damage or injury caused to the other Party, its staff and/or experts arising out of or in connection with the activities carried out under this Agreement unless such damage or injury is caused intentionally or due to the serious negligence of the First Party, its staff and/or experts. In such a case, the First Party shall indemnify and hold the other Party and its staff and/or experts harmless.

Article 8

Facilitation of Missions, Secondments and Loans

8.1 In order to facilitate the day-to-day co-operation and improve access to information, the OECD may send OECD staff or experts on mission to Peru. Likewise, Peru may send officials on missions, secondments and/or loans to OECD. This mutual exchange of ideas and experience shall serve to strengthen and deepen the collaboration of the Parties.

8.2 Any secondment and/or loan that may be agreed by the Parties shall be subject to a separate written agreement between the OECD, the respective competent authority from Peru, and involved officials and experts, in accordance with the Parties' respective legal and administrative frameworks.

8.3 The OECD agrees to use its best efforts to facilitate, for Peruvian officials and experts, entry into its host country by providing, when appropriate, letters and other documentation confirming the necessity of such individuals, whose names shall be agreed to by both Parties, to participate in the work of the OECD.