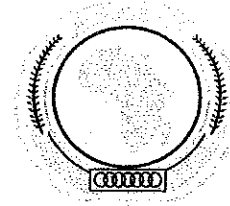




Organization of
American States



MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COMMISSION OF THE AFRICAN UNION
AND
THE GENERAL SECRETARIAT OF THE
ORGANIZATION OF AMERICAN STATES

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MEMORANDUM OF UNDERSTANDING BETWEEN THE COMMISSION OF THE AFRICAN UNION
AND THE
GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES

THIS Memorandum of Understanding (MOU) is entered into between the Commission of the African Union (AU) (hereinafter referred to as the "Commission"), an International Intergovernmental Organization with its Headquarters along Roosevelt Road in Addis Ababa, Ethiopia and the General Secretariat of the Organization of American States (GS/OAS), a public international organization with its headquarters at 1889 F Street, N.W. Washington DC 20006 USA, and jointly referred to hereafter as the "Parties".

BEARING IN MIND the provisions of the Constitutive Act of the African Union, which calls, inter alia, for the encouragement of international cooperation and that the African Union is an international organization whose objectives include promoting peace, security, and stability; human and people's rights; and sustainable development at the economic, social and cultural levels with the Commission which is an Organ of the Union and the Secretariat and the other Organs of the African Union, and by virtue of the Statutes of the Commission Article 3(2)(a) represents the Union;

BEARING IN MIND that the Charter of the Organization of American States (OAS) establishes in its preamble that "representative democracy is an indispensable condition for the stability, peace and development of the region" and establishes that one of its essential aims is "to promote and consolidate representative democracy" and that the General Secretariat of the OAS is the central and permanent organ of the OAS and has the power to establish and foster ties of cooperation under Article 112.h of the OAS Charter and General Assembly Resolution AG/RES. 57 (I-0/7);

AFFIRMING the importance of coordinating the efforts of both Parties to attain their common objectives and desirous to collaborate and cooperate in areas of mutual interest;

HAVE AGREED AS FOLLOWS:

Article I
OBJECTIVE AND AREAS OF COOPERATION

- 1.1 The objective of this MOU is to establish cooperation between the Commission and the General Secretariat of the OAS in areas agreed to between the Parties.
- 1.2 The Parties have agreed to cooperate, through their appropriate organs, on issues relating to the: promotion of democracy and strengthening of democratic institutions and processes; conflict resolution; protection of human and people's rights; and social and economic development , as well as any other areas of common interest that may be defined in the future by the Parties.



Article II
MODALITIES FOR CO-OPERATION

- 2.1 The Parties shall prepare programs for cooperation, through their appropriate organs, in the areas outlined in Article I, paragraph 2, of this MOU.
- 2.2 The Parties shall develop specific plans of collaborative work in the areas outlined in Article 1, within six (6) months of the signing of this MOU or any other period that may be agreed to between the Parties. These work plans shall specify the actions to be taken and the resources, financial and of any other nature to be contributed by the Parties to each of them, where appropriate. Implementation of the work plans shall be reviewed on an annual basis by the Parties.
- 2.3 Where appropriate, the Parties shall undertake to invite each other to attend and to send observers to meetings of their respective organs, on matters of mutual interest in line with their respective rules and procedures.
- 2.4 The Parties shall co-operate in order to attain their specific objectives, at national, continental and international levels, and promote the achievement of the political, social and economic aspirations of their respective member States.
- 2.5 The appropriate organs of the Parties shall consult with a view to coordinating and harmonizing their positions, activities and programs on matters of common interest agreed to by the Parties.
- 2.6 Each Party shall endeavor, as far as is appropriate within its own framework, to respond favorably to requests for cooperation in accordance with this MOU.
- 2.7 Similarly, and in so far as is practical within their respective frameworks, the Parties shall undertake to cooperate in the field of training, capacity building, and joint resource mobilization for projects agreed to by the Parties.

ARTICLE III
FINANCIAL OBLIGATIONS

Financial obligations incurred by the Parties as a result of the programs for cooperation resulting from this MOU shall be subject to the decisions taken by their respective governing bodies as to the availability of funds and to their respective budgetary and financial rules and regulations.

ARTICLE IV
EXCHANGE OF INFORMATION AND DOCUMENTS

Subject to arrangements that may be required to preserve the confidential or restricted nature of certain information and documents, the Parties shall undertake to exchange information on matters of common interest.



ARTICLE V
COORDINATION AND NOTIFICATIONS

5.1 The Secretariat for External Relations of the GS/OAS, through the Director of the Department of International Affairs, and the Bureau of the Chairperson of the Commission of the African Union, through the Chief of Staff, shall be the persons/bodies designated with the coordination of this MOU and shall receive all correspondence dealing with matters envisaged in this MOU.

5.2 Notifications and communications should be addressed to the aforementioned coordinators at the following addresses:

Secretariat for External Relations
Director of Department of International Affairs
General Secretariat of the Organization of
American States (GS/OAS)
17th Street & Constitution Avenue N.W.
Washington DC 20006 U.S.A.
Tel: 202-458-6072
Fax: 202-458-6319

Chief of Staff
Commission of the African
Union
Roosevelt Road
Addis Ababa
Ethiopia
Tel: 251-115-51-30-36
Fax: 251-115-58-28-38

5.3 Communications and notifications issued under this MOU shall be valid only when addressed by mail or fax to the representatives above mentioned. When communications are by electronic mail they shall be valid only when sent directly from the electronic address of the coordinator of either Party to the electronic coordinator of the other Party.

5.4 The Parties may establish a Joint Committee for Consultation and Cooperation to further the institutionalization of effective consultation and cooperation.

5.5 Either Party may change the body responsible, the designated representative or the address and fax number by notifying the other Party to that effect in writing.

ARTICLE VI
PRIVILEGES AND IMMUNITIES

6.1 The Parties mutually recognize the privileges and immunities they enjoy by virtue of the relevant agreements and laws on the subject and general principles of international law.

6.2 No provision of this MOU shall be understood as an express or implicit waiver of the privileges and immunities to which the Parties are entitled.



ARTICLE VII
SETTLEMENT OF DISPUTES

Any dispute that may arise over the interpretation or application of this MOU shall be settled by direct negotiations between the Parties. Should this not provide a solution satisfactory to the Parties, they shall submit the dispute to an arbitration procedure to be agreed upon by them.

ARTICLE VIII
AMENDMENTS

This MOU may be amended with the consent of the Parties. Any amendments shall be notified in writing and the instruments expressing these amendments shall be appended to become an integral part of the MOU.

ARTICLE IX
ENTRY INTO EFFECT

This MOU shall enter into effect as of the date of its signature by the duly authorized representatives of the Parties.

ARTICLE X
TERMINATION

10.1 Either Party may terminate this MOU by giving six (6) months written notice to the other party.

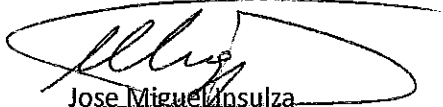
10.2 This MOU shall cease to exist within ninety (90) days of the date of written notification of termination.

10.3 Termination of this MOU shall not affect irrevocable obligations assumed by the Parties with respect to programs of cooperation made pursuant to this MOU prior to termination. In this respect, such irrevocable obligations shall be paid from, and shall be limited to, the special funds identified or contributed for any program of cooperation made pursuant to this MOU.

IN WITNESS WHEREOF the duly authorized representatives of the Parties have hereby signed the present Memorandum of Understanding in four equally authentic originals at the place and on the dates indicated below.

Washington DC, October 1, 2009

For the OAS General Secretariat


Jose Miguel Insulza
Secretary General

For the Commission of the African Union


Jean Ping
Chairperson