

**COOPERATION AGREEMENT  
BETWEEN  
THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES  
AND  
THE FRIENDS OF THE ART MUSEUM OF THE AMERICAS**

**THE PARTIES TO THIS COOPERATION AGREEMENT**, 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, represented by its Secretary General, Mr. Luis Almagro, and the Friends of the Art Museum of the Americas (hereinafter "FAMA"), a nonprofit corporation organized under the District of Columbia Nonprofit Corporation Act for charitable and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1954, as amended in 1986, and as later amended, represented by Mr. Robert B. Nealon, Esq, Interim President. Hereinafter GS/OAS and FAMA are each individually referred to as a "Party" and together as the "Parties",

**CONSIDERING:**

That the GS/OAS is the central and permanent organ of the Organization of American States (hereinafter "OAS") and is authorized to carry out relations of cooperation in accordance with Article 112(h) of the Charter and OAS General Assembly Resolution AG/RES. 57 (I-O/71);

That the Art Museum of the Americas (hereinafter "AMA"), a department of the GS/OAS' Secretariat for Hemispheric Affairs, grew from the GS/OAS's early cultural programs and since 1976 has housed a world-leading collection of modern and contemporary art from the Latin American and Caribbean region in an historical landmark building located on the grounds of the OAS on the Washington Mall at 18th St, N.W. Washington, DC;

That in 2015, under the administration of Secretary General Luis Almagro, the AMA developed a sustainability strategy setting out the steps necessary to establish itself as a globally-recognized center of excellence, including adherence to the highest curatorial and arts management standards as set out by the American Association of Museums; and

That the purposes of the FAMA are educational, cultural and charitable in order to foster, encourage, stimulate and promote interest in art, artists and artistic works of the Americas, and it has a long history of support to the AMA.

**HAVE AGREED** to enter into this Cooperation Agreement (hereinafter "Agreement").

**ARTICLE I  
PURPOSE**

1.1. The purpose of this Agreement is to establish a framework for cooperation mechanisms between the Parties.

**ARTICLE II**  
**ASSISTANCE, EXCHANGE OF INFORMATION AND ATTENDANCE AT MEETINGS**

2.1. FAMA shall:

- a. As required, provide advice to the GS/OAS on matters material to this Agreement;
- b. Provide to the GS/OAS, publications on matters having relation to joint programs, projects and activities;
- c. Present to the GS/OAS before December 31 of each calendar year a report containing a description and projected budget of the activities to be carried out in the following year pursuant to the present Agreement;
- d. Present to the GS/OAS before January 31 of each calendar year a report containing a description and budget of the activities carried out in the previous year pursuant to the present Agreement; and
- e. Invite the Secretary General to serve as ex officio Honorary Chair of the Board of Directors; the Assistant Secretary General to serve as ex officio Honorary Vice Chair of the Board of Directors; and the Director of the AMA to serve as ex officio member of the Board of Directors, as indicated in Article V. Section 6. Ex-officio Members of the FAMA Revised Bylaws approved on June 20<sup>th</sup> 2017.

2.2. GS/OAS shall:

- a. In accordance with the norms of the respective organs of the OAS and at the request of the FAMA, invite its representatives to the public meetings of those organs when matters of interest to them will be discussed;
- b. Provide to the FAMA, publications on matters having relation to joint programs, projects and activities;
- c. As requested by the FAMA, collaborate on matters relative to training in the member states of the OAS (in the areas covered by this Agreement), in accordance with the programs approved by the General Assembly provided and subject to available financial resources;
- d. Consider the written observations and comments of the FAMA in the areas indicated on the matters referred to in this article.

**ARTICLE III  
SPECIAL COOPERATION RELATIONS**

3.1. The Parties shall consider developing special cooperation relations in areas of common interest through supplementary agreements, memoranda of understanding, or an exchange of letters in accordance with Article 4.3 of this Agreement which shall take into account:

- a. The development and implementation of joint research projects;
- b. The exchange of bibliographic materials and access to databases and general information;
- c. The exchange of documents and specific information in relation to work programs that are of interest to each of the Parties;
- d. The exchange of professional personnel to strengthen study and research programs and other museum requirements;
- e. Joint meetings to address matters of common interest; and
- f. Preparation and execution of third-party grants.

3.2. Any supplementary agreements, memoranda of understanding, or letters of agreement entered into pursuant to Article 4.3 below, shall be governed by the terms of this Agreement, unless the Parties expressly provide otherwise in those instruments.

**ARTICLE IV  
IDENTIFICATION AND IMPLEMENTATION OF PROGRAMS, PROJECTS, AND/OR  
JOINT ACTIVITIES**

4.1. Within two months after the signing of this Agreement, and thereafter before the 31<sup>st</sup> day of January of each year, each Party shall present to the other a written document containing its work program for the current calendar year in relation to the subject matter of this Agreement.

4.2. The work programs referred to in subsection 4.1 shall contain proposals for the joint implementation of programs, projects, and/or activities of common interest, in accordance with Article 4.3 of this Agreement.

4.3. Once the Parties have determined what programs, projects, and/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 program, project, 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 program, project, and/or activity;
- b. The objective(s) sought;
- c. The dependencies of each of the Parties that will execute the program, project, 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 program, project, 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 program, project, and/or activity; and
- g. A provision acknowledging this Agreement as the programmatic and juridical framework for the program, project, or activity.

#### **ARTICLE V FINANCIAL PROVISIONS**

5.1. 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.

5.2. The Parties acknowledge and agree that any funds contributed directly by the FAMA to the GS/OAS may be subject to its Indirect Cost Recovery (ICR) in the percentages established by the GS/OAS.

#### **ARTICLE VI COORDINATION AND NOTICE**

6.1. Within the GS/OAS, the dependency responsible for coordinating GS/OAS activities under this Agreement is the Secretariat for Hemispheric Affairs and the Coordinator will be the Secretary for Hemispheric Affairs, James Lambert. Notifications and communications should be directed to the Coordinator at the following street address and electronic mail:

General Secretariat of the OAS

James Lambert, Secretary for Hemispheric Affairs  
1889 F Street, N.W.  
Washington, D.C. 20006  
United States of America  
Tel.: (1-202) 370-4484  
Electronic Mail: jlambert@oas.org

6.2. The person responsible within the FAMA for coordinating the activities of FAMA under this Agreement is its President, Robert B. Nealon. Notifications and communications should be directed to the Coordinator at the following street address, fax and electronic mail:

Friends of the Art Museum of the Americas  
Robert B. Nealon, President  
119 North Henry Street  
Alexandria, VA 22314  
Phone: 703.684.5755  
Fax: 703.684.0153  
Electronic Mail: rbnealon@nealon.com

6.3. All communications and notifications under this Agreement will be validly made only when they are sent by mail or electronic mail addressed to the Coordinators whose titles and names are set out in Articles 6.1 and 6.2, 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.

6.4. 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 VII PRIVILEGES AND IMMUNITIES**

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

## **ARTICLE VIII DISPUTE RESOLUTION**

8.1. Any dispute or complaint that may arise in conjunction with the application or interpretation of this Agreement, or supplementary agreements, memoranda of understanding, or exchange of letters pursuant to Article 4.3 above, shall be settled by direct negotiations between the Parties. 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 unless the Parties agree otherwise. The three arbitrators or, as the case may be, the one arbitrator shall decide the dispute as *amiable compositeur* or *ex aequo et bono*. The arbitrator's decision shall be final, binding and not subject to appeal.

8.2. The law applicable to the arbitration proceedings and to this Agreement shall be the law of the District of Columbia, USA.

## ARTICLE IX GENERAL PROVISIONS

9.1. The Parties agree to observe the highest ethical standards and administrative transparency in all actions and activities related to this Agreement. In addition, the GS/OAS, to the extent applicable and without prejudice to its privileges and immunities referred to in Article VII, and the FAMA agree to comply with the provisions of the Inter-American Convention Against Corruption and in the applicable norms of the country in which the programs, project, and/or activities are executed in accordance with Article 4.3. Failure to comply with this provision shall constitute grounds for termination of this Agreement, pursuant to Article 9.4.

9.2. Modifications to this Agreement may only be made by mutual agreement in writing by the duly authorized representatives of the Parties. The instruments in which the modifications are set out shall be attached as annexes to this Agreement and shall form part of it.

9.3. This Agreement shall enter into force upon signature by the duly authorized representatives of the Parties and shall remain in force in accordance with article 9.4.

9.4. This Agreement may be terminated by mutual consent or by either of the Parties by written notice from one to the other with not less than thirty (30) days. Notwithstanding the termination of this Agreement, the supplementary agreements, memoranda of understanding, and letters referred to in Article 4.3 that the Parties have signed and that have been duly financed shall be continued to completion unless the Parties mutually decide otherwise.

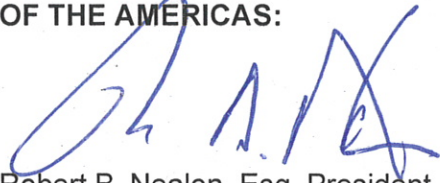
9.5. The Parties acknowledge and agree that the use of the name and logo of the OAS, GS/OAS, and the Art Museum of the Americas is subject to the prior written approval of the GS/OAS.

9.6. Given the international and political nature of the OAS, FAMA will refrain from any activity, representation or public statements that may be construed as contrary to OAS policy, or which might cause reputational damage to the OAS.

9.7. Articles VII and VIII shall survive the expiry or the termination of this Agreement.

IN WITNESS WHEREOF, the undersigned, being duly authorized, have signed this Agreement in duplicate on the date and at the place indicated below:

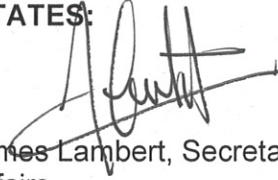
FOR THE FRIENDS OF ART MUSEUM  
OF THE AMERICAS:



Robert B. Nealon, Esq, President

Place: *Washington D.C.*  
Date: *10-25-22*

FOR THE GENERAL SECRETARIAT OF  
THE ORGANIZATION OF AMERICAN  
STATES:



James Lambert, Secretary for Hemispheric  
Affairs

Place: *Washington DC*  
Date: *Oct 25/22*