



BANCO MUNDIAL



SICA
Sistema de la Integración
Centroamericana

MEMORANDUM OF UNDERSTANDING

BETWEEN

**INTERNATIONAL BANK FOR RECONSTRUCTION AND
DEVELOPMENT**

AND

INTERNATIONAL DEVELOPMENT ASSOCIATION

AND

**[THE GENERAL SECRETARIAT OF THE CENTRAL AMERICAN
INTEGRATION SYSTEM]**

This Memorandum of Understanding (“Memorandum”) represents a statement of intent by the International Bank for Reconstruction and Development (“IBRD”) and the International Development Association (“IDA”) (collectively, the “World Bank” or the “Bank”) and the General Secretariat of the Central American Integration System (“SICA”) (each a “Party” and together, the “Parties”) to collaborate in the achievement of common objectives as described and on the basis outlined below.

WHEREAS:

- (A) The World Bank is an international development institution established by Articles of Agreement adopted by its member countries. The World Bank’s overarching mission is to reduce poverty, improve living conditions, and promote sustainable and comprehensive development in its developing member countries. It has established two ambitious goals to anchor its mission: end extreme poverty within a generation and boost shared prosperity. The World Bank will achieve these goals by providing loans, concessional financing, technical assistance, and knowledge sharing services to its developing member countries and through partnerships with other organizations.
- (B) The General Secretariat of the Central American Integration System is one of regional operative body of the Central American Integration System (SICA) created by decision of the Central American Presidents in the Protocol of Tegucigalpa in 1991, with the purpose of providing services and technical and executive capabilities in support of the regional integration efforts. The General Secretariat functions include: to ensure global and permanent coordination of the regional institutions within SICA framework; and to promote full participation of the civil society in the regional integration process and communication and information regarding integration for sustainable development; and to support and promote international cooperation towards Central America as a region
- (C) Further to the Parties’ respective missions, each Party wishes to collaborate with the other Party on the common objectives outlined below.

NOW THEREFORE the Parties intend as follows:

1. **Objective**

Consistent with their respective mandates, the Parties desire to collaborate in carrying out activities conducive to promote and maximize the opportunities for joined and more effective impact to reduce the disaster risk and vulnerability levels of central American countries, while strengthening the overall resilience of the region. In particular, both institutions seek to collaborate in the timely and efficient use of satellite information on Earth observation, geospatial technologies and observation platforms for disaster risk management and protection of natural resources, to inform and enhance decision making by regional and local stakeholders in SICA member countries.

This intended collaboration is framed on the current dialogue of the World Bank and SICA, under the initiative “Towards a More Resilient Central America”, and contributes

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to common interests of both institutions outlined in the existing Joint Declaration between SICA and the National Aeronautics and Space Administration (NASA).

2. Collaboration

- (a) To further the achievement of their common objectives, the Parties intend to collaborate in the following manner:
- (i) share knowledge, ideas and lessons learned from applied Earth observations;
 - (ii) plan joint activities in areas of common interest;
 - (iii) pool efforts and expertise;
 - (iv) utilize and leverage their existing resources and facilities to mutual advantage and benefit;
 - (v) collaborate on the promotion, preparation and organization of workshops, conferences and training seminars;
 - (vi) collaborate on the organization and execution of research and analytical products;
 - (vii) jointly engage in a dialogue with stakeholders and others interested in activities being pursued under this Memorandum;
 - (viii) collaborate on ways to join with other entities engaged in activities similar, supplemental or related to those being pursued under this Memorandum;
 - (ix) collaborate on the dissemination of the lessons learned and results through publications, seminars, workshops, conferences and other easily accessible means; and
 - (x) periodically evaluate the effectiveness of working in collaboration with each other, with reference to their respective organizational mandates and priorities.
- (b) The Parties anticipate that each individual Party may contribute to the activities undertaken pursuant to this Memorandum, in one or more of the following ways, as the respective Party may individually determine to be appropriate:
- (i) mobilizing its own staff in pursuit of the objectives of this Memorandum;
 - (ii) providing facilities for joint workshops, conferences, or training seminars;
 - (iii) engaging and funding consultants; and
 - (iv) such other ways as the respective Party may determine.

3. Implementation and Contacts

- (a) The responsibility for the implementation of activities anticipated under this Memorandum shall lie with the respective individual Parties, each of which has designated a representative below. The Parties may, by written notice to the other Party, designate additional or different persons as points of contact but the

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Parties expect to have only one person at a time designated as the person with overall responsibility for all activities undertaken pursuant to this Memorandum.

For the World Bank:

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- (b) Unless otherwise agreed in a specific activity agreement consisting of target activities and, as relevant, a budget, each Party shall be responsible for its own costs.
- (c) Any activity agreement, separately agreed, will seek to include the following information, as relevant: (i) a description of the major activities to be undertaken, including any follow-up activities; (ii) the organization and execution of the activities; (iii) a proposed budget; (iv) the names of person(s) or entities designated to perform the activities; (v) a timeline; (vi) an agreement on the intellectual property rights, publication and use of the outputs, if different from the general principles expressed in paragraph 6 (*Intellectual Property*) below.

4. Intellectual Property

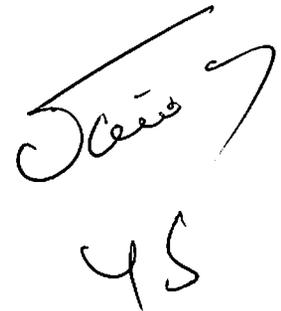
The Parties recognize the importance of protecting and respecting intellectual property rights and in making publicly available the materials used for or resulting from the collaborative activities conducted under the framework established by this Memorandum. Each Party retains any intellectual property rights in all materials developed and produced by it, its staff or consultants consistent with their respective policies on ownership of intellectual property rights. Each Party permits the use by the other Party of its publicly available materials with proper attribution to the Party owning said materials, consistent with its policies on promoting the widest public dissemination



and use of knowledge products. The Parties shall agree in writing on the ownership of any intellectual property rights that may arise in any work to be created by the collaborative activities to be undertaken pursuant to this Memorandum, at the time of agreeing on the activity agreement for such activities. In the absence of any such written agreement, any intellectual property rights arising in any work created by the Parties' collaborative activities undertaken pursuant to this Memorandum shall belong to the Bank, which shall grant SICA a non-exclusive right to copy, distribute, use and prepare derivative works for the materials for its non-profit activities, in any media and in any territory. The Bank shall make such works available to the public on open and liberal terms of use, consistent with its policies.

5. Names, Marks and Logos

- (a) The Parties acknowledge that the names and marks "International Bank for Reconstruction and Development," "IBRD," "International Development Association," "IDA," "World Bank," and all variations thereof including their associated logos (collectively, the "Bank Name") and SICA and all variations thereof including their associated logo(s) (collectively, the "logos") are the sole and exclusive properties of the Bank and SICA, respectively. Neither Party shall acquire any right, title or interest in the other Party's Name under this Memorandum.
- (b) The Parties acknowledge that any and all uses by one Party of the other Party's Name shall inure solely to the benefit of the other Party. The Parties understand and agree that neither Party may use the other Party's Name in any manner whatsoever that conveys or suggests, directly or indirectly, endorsement or support of the Party or products or services thereof by the other Party. All uses by one Party of the other Party's Name in any manner (other than casual or generally accepted uses) shall be subject to the approval of the other Party, which approval will not be unreasonably withheld. Upon termination of this Memorandum, or at the request of either Party at any time, each Party shall immediately discontinue any and all use of the other Party's Name and shall destroy stationery, brochures, proposed paid media and other similar materials bearing any form of the other Party's Name that then are in the possession or control of each Party.

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6. Disclosure and Publicity

The Parties will acknowledge and disclose to the public this Memorandum and information with respect to the collaborative activities contemplated herein. Such disclosure will be made in accordance with the Parties' respective disclosure policies. The Parties will obtain each other's prior written consent before publicly disclosing information that either has provided as a result of this Memorandum and has explicitly indicated in writing and marked as confidential and should not be disclosed outside of the Bank or SICA. Any sharing of information between the Parties will be subject to their respective policies and procedures relating to the disclosure of information.

7. Limits to Agreement

- (a) This Memorandum is not intended by the Parties to be legally binding. This Memorandum does not constitute an agreement or commitment by either Party to enter into, or provide support for, any specific activity or project. Specific arrangements for individual activities and projects will be set forth in written Activity Agreements to be jointly formulated by the Parties.
- (b) No relationship exclusive of a third party or parties shall be established between the Parties, whether under the Memorandum generally or with respect to any specific activities or projects undertaken pursuant thereto, unless explicitly agreed to by the Parties under a separate agreement. Neither Party is restricted in any way from engaging a third party or parties to pursue independently of the other Party the objectives described in this Memorandum except that such engagement with a third party or parties shall not conflict or otherwise unduly interfere with the implementation of this Memorandum or any activities or projects undertaken pursuant thereto.
- (c) The Bank's collaboration with SICA on activities under this Agreement is not to confer a special advantage or preference to SICA in competing with any other entity in the procurement of goods, works or services by the Bank or third parties where such procurement is directly related to activities under this Agreement.
- (d) Nothing in this Memorandum shall be construed as creating a joint venture, an agency relationship, or a legal partnership between the Parties.
- (e) Nothing in this Memorandum is intended to be, or should be construed as a waiver of, the privileges and immunities of either Party or its officers and employees, which privileges and immunities are hereby specifically reserved.

8. Disputes, Controversies and Claims

In case of a dispute, controversy, or claim between the Parties arising out of or relating to this Memorandum or an agreement for any activity or project undertaken pursuant thereto, the Parties will attempt to reach an amicable resolution in good faith.

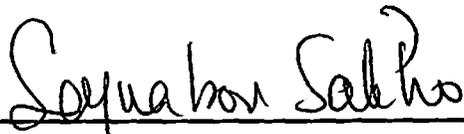
9. **Timeframe , Modification and Termination**

- (a) This Memorandum will come into force and effect upon signature by both Parties on the date set forth below. It shall have an initial term of three (3) years. Unless modified or terminated as provided below, the term of this Memorandum shall be automatically extended at the end of the initial term for another term of three (3) years.
- (b) This Memorandum may be modified or terminated at any time by mutual written agreement of the Parties. Further, the Memorandum may be terminated by either Party at its sole discretion with sixty (60) days prior notice in writing to the other Party.

In witness whereof, the Parties have caused this Memorandum to be executed as of the day and date written below.

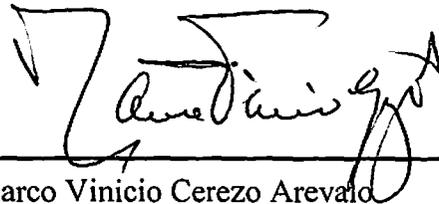
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RECONSTRUCTION AND DEVELOPMENT
AND INTERNATIONAL DEVELOPMENT
ASSOCIATION**

**SISTEMA DE LA INTEGRACIÓN
CENTROAMERICANA**



Seynabou Sakho
Country Director for Central America

Date: 12/02/2020



Marco Vinicio Cerezo Arevalo
Secretary General of SICA

Date: 12/02/20