Memorandum of Understanding between
the Organisation for Economic Co-operation and Development (OECD)
and
the Inter-American Conference on Social Security (CISS)
Memorandum of Understanding
between the Organisation for Economic Co-operation and Development (OECD) and the Inter-American Conference on Social Security (CISS) in the area of social security and protection

Whereas the Inter-American Conference on Social Security (CISS) is a permanent, specialized, technical, non-profit international organisation, whose members are government agencies, institutions, and other entities in the Americas engaged in regulating, managing, studying, or doing research on social security and protection issues.

Considering that the purposes of the CISS are to contribute and to cooperate with the development of social security and protection in the Americas; make recommendations, encourage collaboration and exchange of experiences among organizations and related entities; to promote and guide professional training and education; research, gather, and disseminate social security and protection studies and trends; and carry out those activities that the General Assembly deems advisable to fulfil the purposes of the CISS;

Bearing in mind that the membership of the CISS encompasses 37 nations and 87 specialized institutions, which enables it to reach all corners of the Americas regarding social security and protection including labour markets, retirement mechanisms, and health coverage;

Whereas the CISS is a 75 year-old organisation, with in-built capacity to carry out doing research on and policy recommendations stemming from its Inter-American Center for Social Security Studies (CIESS);

Whereas the Americas is a region characterize by a wide array of challenges, diversity, and rapidly evolving social and labour conditions;

Whereas the Organisation for Economic Co-operation and Development (OECD) is an international organisation whose mission is to promote policies that will improve the economic and social well-being of people around the world. The purpose of the OECD is to provide a platform to compare policy experiences, seek answers to common problems, identify good practices and co-ordinate the domestic and international policies of its Members, as well as contributing to sound economic expansion of non-Member countries in the process of economic development.

Whereas the OECD has longstanding expertise in the area of social insurance and social protection. It has been working for over four decades to support countries in their efforts to develop integrated social policies that can help improve social welfare and health. Over
this period, the OECD has developed an extensive range of databases, social indicators and publications on issues including pensions, tax and benefits systems, housing, health and well-being, income inequality and poverty. It provides social policy recommendations and reviews targeted at the needs of specific populations, including children and youth, the elderly, women, migrant populations and LGBTI communities.

Noting that it is in the interest of the CISS and OECD to adopt a Memorandum of Understanding (MOU) to promote co-operation in updating and developing new models of public policy and implementation strategies in the field of social security and protection;

The CISS and the OECD (hereafter referred to as “the Parties”) hereby agree as follows:

Article I
Purpose and Scope

The purpose of this MOU is to establish a co-operation framework between the Parties on matters of interest, in the realm of social security and protection.

The Parties will be mutually supportive of each other in areas of mutual interest.

Any activities conducted under this MOU are subject to their inclusion in the Parties’ respective programme of work and budget and to the availability of funds. They shall be carried out in accordance with their respective rules and practices.

Article II
Areas of Co-operation

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

a) Labour markets perspectives;
b) Training and skills for the future;
c) Health coverage and disease prevention;
d) Gender;
e) The elderly;
f) Childhood;
g) Demographic factors and social security: major trends;
h) Pensions and retirement schemes;
i) Migrants;
j) Disaster management: relief and recovery.
Article III
Forms of Co-operation

Under the scope of this MOU both Parties will take the appropriate measures to fulfil and advance the areas of co-operation pertaining to social security and protection endeavours.

Both Parties will share their expertise in order to identify best practices, to promote public policies, and research and develop methodologies to improve the performance of social security and protection institutions, including data collection mechanisms and reliable statistical sources.

Subject to their respective rules and practices, and notably pending the approval of relevant OECD committees, Parties agree on the participation of the CISS and the OECD in their respective activities, meetings and bodies, whether formal or informal, in the fields of social security and protection.

The contributions of the OECD and the CISS shall remain subject to the availability of funds and resources.

Article IV
Institutional Focal Point

Upon the signature of this MOU, each Party may appoint a staff member who will act as an institutional focal point for the implementation of this MOU. Such institutional focal point will ensure the appropriate exchange of information and experiences between the Parties on matters of common interest.

Article V
Consultations

Each Party will enter promptly into consultations at the request of the other Party with respect to any matter arising from this MOU.
Article VI
Intellectual Property

The Parties recognise the importance of protecting and respecting intellectual property rights. This MOU does not grant the right to use any work created outside the framework of this MOU, of which one Party is the author or holds the intellectual property rights.

Intellectual property rights over any joint work created by the Parties’ collaborative activities under the MOU of which both Parties are the authors 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 seek the written consent of the other before granting any license to a third party. Without prejudice to the above, any joint publication or translation will be subject to a separate written agreement by the Parties.

Article VII
Disclosure

The Parties may disclose to the public this MOU and information with respect to activities carried out under this MOU in accordance with the Parties’ relevant policies.

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

Article VIII
Responsibility

Each Party will be responsible for its activities and for its staff members, including for their acts and omissions. In particular, a Party will not be liable for any damage or injury suffered or caused by the other Party or that other Party’s staff.

However, if a damage or injury arises out of or results from the actions carried out by one Party (the “First Party”) or its staff, the First Party will hold the other Party and its staff harmless from any resulting claim or damages.
Article IX
Duration, Renewal, Amendment and Termination

This MOU will enter into effect upon signature by both Parties and will remain in effect for a period of five years. It may be renewed by a written agreement between the Parties.

This MOU may be amended in writing by mutual agreement of the Parties.
Either Party may terminate this MOU, subject to written notice provided at least three months in advance. In such a case, the Parties will agree, as appropriate, on the steps to ensure that the activities initiated under the MOU are brought to a prompt and orderly conclusion.

Article X
Status of the OECD and the CISS

Nothing in this MOU shall be construed as a waiver of the privileges and immunities that the OECD and the CISS enjoy as an international organisation.

Done in Paris on 4th September 2018.
Signed in two original copies in English.

Signed on behalf of the OECD

José Ángel Gurría Treviño
Secretary-General
Organisation for Economic Co-operation and Development

Signed on behalf of CISS

Omar de la Torre de la Mora
Secretary-General
Inter-American Conference on Social Security