

Acuerdos Bilaterales

Clasificación: 23-2007

Fecha de Ingreso: 24 de Abril de 2007

Nombre de Acuerdo: Cooperation Agreement between the General Secretariat of the Organization of American States for the Inter-American Telecommunication Commission and the International 450 Association

Materia:

Partes: SG/OEA & Internacional 450 Association

Referencia: IA 450

Fecha de Firma: 6 de Marzo de 2006

Fecha de Inicio: 6 de Marzo de 2006

Fecha de Terminación:

Lugar de Firma: Washington,DC, Estados Unidos

Unidad Encargada:

Persona Encargada:

Original:

Claves:

Cierre del proceso:



Organización de los Estados Americanos
Organização dos Estados Americanos
Organization des États Américains
Organization of American States

19 de abril de 2006
CITEL/21/06

A: Sr. Louis G. Ferrand, Director del Departamento de Servicios Legales

De: Clovis Baptista, Secretario Ejecutivo de la CITEL

Asunto: Entrega originales de Acuerdo de Cooperación

De acuerdo a lo solicitado por su área, hago entrega oficial de los originales debidamente firmados de los Acuerdos de Cooperación con:

1. UIT/INICTEL/CITEL
2. IA450/CITEL



12 April 2006

To: **Mr Clovis Baptista**
Executive Secretary of CITEL
CITEL
1889 F Street, NW,
Washington, D.C. 20006
USA

Dear Mr. Clovis Baptista,

Please find attached a signed copy of the Cooperation Agreement between CITEL and International 450 Association (IA 450).

Yours sincerely,

Vadim Belyavskiy
Chairman
International 450 Association
Vadim.Belyavskiy@450world.org

**COOPERATION AGREEMENT
BETWEEN THE GENERAL SECRETARIAT OF THE ORGANIZATION
OF AMERICAN STATES FOR THE INTER-AMERICAN TELECOMMUNICATION
COMMISSION
AND THE INTERNATIONAL 450 ASSOCIATION**

The Parties to the present Agreement: the General Secretariat of the Organization of American States ("GS/OAS"), through and for the Inter-American Telecommunication Commission ("CITEL"), represented by the CITEL Executive Secretary, and the International 450 Association (IA 450), represented by its Chairman.

Considering that CITEL is an entity of the OAS, established by the OAS General Assembly to facilitate and promote the continuing development of telecommunications in the hemisphere;

Taking into account that in accordance with article 3 of its Statute, one of CITEL's functions is to maintain continuous contact with the various organizations in the field of communications;

Further taking into account that article 95 of the CITEL Regulations provides that CITEL shall collaborate through such agreements, as it deems necessary, with technical governmental, non-governmental and intergovernmental agencies engaged in activities consistent with CITEL's objectives and functions, for the purpose of maximizing cooperation and coordination in its activities and work;

Bearing in mind that OAS General Assembly Resolution AG/RES. 57 (I-0/71) establishes that the mechanism by which the organs of the OAS may establish cooperative relations with other national and international institutions is through cooperative agreements signed by the Secretary General or his duly designated representative;

Taking into account that the International 450 Association (IA 450) is a non-profit international organization under Swedish law and its purposes are as follows:

- to promote the global use of the 450 MHz and the surrounding bands for CDMA2000; to broaden the market for CDMA2000 systems in 450 MHz in order for the members
- to benefit from the associated economies of scale;
- to promote identification in the ITU Radio Regulations of the 450 MHz and the surrounding bands for IMT-2000 on global basis;
- to ensure further establishment and continued operation of an international roaming service between those members that are operating networks, considering that there are also bilateral binding agreements between those operators,
- to support the members in their operation and business while using and deploying CDMA2000 systems in the 450 MHz frequency band.

Recognizing that the IA 450 is authorized to enter into cooperative relations with CITEL.;

Recognizing that collaboration between CITEL and the IA 450 will make the best use of available resources, avoid duplication, and increase the effectiveness of their efforts to contribute to the harmonious development of telecommunications in the hemisphere;

I have agreed to the following terms:

ARTICLE I
Cooperation

- 1.1 The Parties shall cooperate with each other on matters of common interest within the scope of their general objectives.
- 1.2 Specifically, the Parties shall coordinate and cooperate with each other in carrying out the activities included by both Parties in their annual work program, with the purpose of avoiding duplication of efforts and expenditures.
- 1.3 Activities that the Parties may agree to cooperate on, but are not limited to, organization of seminars, meetings and round tables on matters of common interest; collaboration on joint projects; training; joint publications.
- 1.4 The work areas of cooperation between the Parties, appear in Annex I of this Agreement, which is an integral part of this Agreement.

ARTICLE II
Exchange of Information

- 2.1 The Parties shall keep each other regularly informed concerning programs and activities of mutual interest in the areas set out in Annex I.
- 2.2 The Parties shall send to each other their documents and publications relating to programs and activities set out in Annex I of mutual interest, except for those that are subject to special restrictions.
- 2.3 Within agreed work areas in Annex I, each Party shall make available to the other copies of working documents and drafts on request and free of royalties. Each Party shall strictly limit the dissemination of documents it receives from the other to its participants and solely for the purpose of technical activities relating to each Party's work program. All copyright and other intellectual and industrial rights in those documents and any copies thereof shall remain with the Originating Party.
- 2.4 The Originating Party shall not be held liable for further amendments introduced in its deliverables by the other Party.
- 2.5 The Parties undertake to make every endeavor to use electronic document handling mechanisms in their exchange of documents.

ARTICLE III
Reciprocal Representation

- 3.1 To the extent permitted under their respective applicable rules and regulations, the Parties shall invite each other to send an observer to their respective meetings, where matters of potential interest in agreed work areas in Annex I are to be discussed.

- 3.2 The extent of the observer's participation shall be governed by the rules and regulations of the Party whose meeting is being observed.

ARTICLE IV

Implementation of the Agreement

- 4.1 The Parties shall enter into supplementary arrangements through "memoranda of understanding" for implementing specific joint projects and activities within the framework of this Agreement. In those memoranda, the parties shall specify the appropriate dispute resolution mechanism.

ARTICLE V

Financing and Budgetary Limitations

- 5.1 Unless otherwise provided in writing for a specific project under Article 4.1 above with the previous approval of the competent organs, each Party is responsible only for its own expenses and cost in complying with this Agreement.
- 5.2 Any financial obligations incurred by each Party as a result of this Agreement are subject to approval by its respective governing body. Nothing in this Agreement shall limit the authority of the governing bodies of either Party to adopt, modify, or amend that Party's Program Budget in accordance with its financial realities and other priorities.

ARTICLE VI

Languages

- 6.1 Correspondence between the Parties shall be conducted in English.

ARTICLE VII

Institutional Coordination and Notice

- 7.1. The office within CITEI, responsible for carrying out and coordinating its obligations under this Agreement is the Secretariat of CITEI. All notice for CITEI in relation to this Agreement should be sent to:

Executive Secretary of CITEI
General Secretariat of the Organization of American States
1889 F Street, N.W.
Washington, D.C. 20006
USA

Tel: 202 458-3004
Fax: 202 458-6854

- 7.2. The office within the International 450 Association (IA 450) responsible for carrying out and coordinating its obligations under this Agreement is the Chairman of the International

450 Association (IA 450). All notice for the International 450 Association (IA 450) in relation to this Agreement should be sent to:

Vadim Belyavskiy
Chairman
Vorontsovskaya Ul., 18/20
Moscow 109044
RUSSIA
Tel. +7 495 9117805
Fax +7 495 911 7317
email: V.Belyavskiy@450world.org

- 7.3. Either Party may change the office and the person designated to receive notice hereunder by so notifying the other in advance by writing.

ARTICLE VIII **Privileges and Immunities**

- 8.1. Nothing expressly stated or implied in this Agreement is to operate as a waiver of the privileges and immunities of the OAS, and its organs (including CITEL and the OAS General Secretariat), and their personnel, under the relevant agreements on privileges and immunities and under international law.

ARTICLE IX **Relationship of the Parties**

- 9.1 The relationship between the CITEL and the IA450 shall be that of independent entities, and nothing in this Agreement shall be construed to constitute either Party as an employee, partner, agent or member of the other.
- 9.2 In consequence of the foregoing, neither Party shall have authority to act for or to bind the other Party in any way, to make representations or warranties or to execute agreements on behalf of the other Party, or to represent that it is in any way responsible for the acts or omissions of the other Party.

ARTICLE X **Term, Modification and Termination**

- 10.1. This Agreement shall enter into force on the date it is signed by both Parties.
- 10.2. The Parties may amend this Agreement by a written agreement, dated and signed by their duly authorized Representatives, and attached hereto.
- 10.3. This Agreement shall remain in force indefinitely, but it may be terminated by mutual consent or by either Party by giving one month written notice to the other Party, effective upon receipt of said notice.

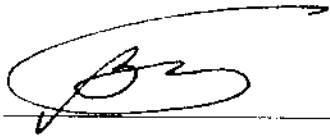
ANNEX I
Cooperation Areas

- I. Wireless Technology
- II. Wireless Technology Evolution
- III. Wireless Services and Applications for Social and Economic Development. Rural Services specially in developing countries
- IV. Wireless Markets
- V. Spectrum Policies and Planning
- VI. Regulation
- VII. Security in wireless technologies
- VIII. Roaming

10.4. Upon the termination of this Agreement, all the rights granted pursuant to this Agreement shall cease immediately and the Parties shall cease from distributing any information received pursuant to this Agreement. Notwithstanding the foregoing, the provisions of this Agreement related to ownership of rights shall survive any termination or expiration of this Agreement.

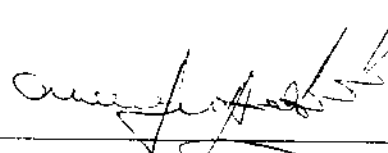
In Witness Whereof, the duly authorized Representatives of the Parties hereby subscribe to this Agreement, in duplicate originals, in Washington, DC, United States of America on this March 6, 2006.

**FOR INTERNATIONAL 450
ASSOCIATION (IA 450)**



Vadim Belyavskiy
Chairman

FOR THE OAS GENERAL SECRETARIAT



Clovis Baptista
CITEL Executive Secretary