

## **Acuerdos Bilaterales**

**Clasificación:** 237-2008

**Fecha-de Ingreso:** 29 de septiembre 2008

**Nombre de Acuerdo:** Memorandum of Understanding between the United States Department of the Interior and the General Secretariat of the Organization of American States concerning Natural and cultural Resource Conservation for Sustainable Tourism Development

**Partes:** SG/OEA & United States Department of the Interior

**Referencia:** United States

**Fecha de Firma:** 21 de Agosto de 2008

**Fecha de Inicio:**

**Fecha de Terminación:**

**Lugar de Firma:**

**Unidad Encargada:**

**Persona Encargada:**

**Original:**

**Claves:**

**Cierre del proceso:**

**MEMORANDUM OF UNDERSTANDING**

**Between**

**THE UNITED STATES DEPARTMENT OF THE INTERIOR**

**And**

**THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES**

**Concerning**

**NATURAL AND CULTURAL RESOURCE CONSERVATION FOR SUSTAINABLE  
TOURISM DEVELOPMENT**

THE PARTIES TO THIS MEMORANDUM OF UNDERSTANDING, the Government of the United States of America, through its Department of the Interior ("DOI"), and the General Secretariat of the Organization of American States ("GS/OAS"), hereinafter referred to as "the Participants",

**CONSIDERING:**

The importance of the implementation of a technical assistance program of natural and cultural resource conservation in sites with tourism potential in Latin America and the Caribbean;

That DOI is the United States' Government Department in charge of the management and conservation of most U.S. federally owned land, and it is a world leader in the management of natural and cultural resources, having technical experts with a depth of applied knowledge in the areas of protected area management, strategic planning, indigenous peoples and conservation, education and outreach, recreation and tourism, regulations and enforcement;

That DOI is currently providing training and technical assistance to a number of donor-funded conservation efforts in key areas around the globe, including Guatemala, Ecuador, Honduras, Philippines, Tanzania, and the Middle East;

That the Organization of American States ("OAS") is the region's premier forum that brings together its Member States, all countries of the Western Hemisphere, to strengthen cooperation and promote greater inter-American understanding;

That the OAS works to promote good governance, strengthen human rights, foster peace, expand trade, address the problems caused by poverty, and contribute to the achievements of higher and more sustainable economic growth and prosperity;

That GS/OAS is the central and permanent organ of the 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); and

That GS/OAS' Executive Secretariat for Integral Development ("SEDI"), through its Department of Trade and Tourism ("DTT"), has launched sustainable tourism programs that support better and more sustainable practices in the sector via integrated projects in Latin America and the Caribbean,

Have reached the following understanding:

## **ARTICLE I PURPOSE**

1.1 The purpose of this Memorandum of Understanding (hereinafter referred to as the "Memorandum") is to establish a framework between the Participants regarding cooperation mechanisms to be provided by DOI to OAS Member States (hereinafter the "Beneficiary OAS Member States") pertaining to training and technical assistance through projects, programs, and activities associated with natural and cultural resource tourism and conservation.

## **ARTICLE II EXECUTION OF PROJECTS, PROGRAMS AND ACTIVITIES**

2.1 Once the Participants have determined the programs, projects and/or activities that shall be implemented and the corresponding authorizations and funds have been obtained, the Participants shall enter into cooperation agreements with each other, with Beneficiary OAS Member States and/or with donors. These agreements shall be for the execution of such programs, projects and/or activities (hereinafter "Program Cooperation Agreements"). The Program Cooperation Agreements shall be annexed to this Memorandum and shall become an integral part hereto. Each such Program Cooperation Agreement shall be signed by the duly authorized representatives of the Participants, the Beneficiary OAS Member States and/or donors, and shall set forth, with specificity, the following:

- a. the agreed-upon program, project and/or activity;
- b. the objectives sought;
- c. the work plan, stages, planning and chronology of development;

- d. the staffing requirements, material resources, budget and cost estimates, and funding sources required by the program, project and/or activity, specifying the financial responsibilities and contributions of each party to the Program Cooperation Agreement (indicating the nature and the amount), and the schedule of contributions;
- e. The reimbursement for expenses such as airfares, lodging, meals and other travel and project related expenses other than salaries incurred by DOI staff while providing training and technical assistance pertaining to such projects, programs and activities;
- f. a provision relating to the coordination, notification and follow-up of the program, project and/or activity; and
- g. a provision acknowledging this Memorandum as the programmatic and juridical framework for the program, project or activity.

2.2 The DTT shall use its best efforts to promote the projects, programs and activities arising from this Memorandum and its benefits.

2.3 Specific areas of cooperation may include, but are not limited to, such areas as:

- a. on-site technical assistance and exchanges of technical information;
- b. training and planning for the protection and maintenance of natural and cultural resources;
- c. visitor management and services; and
- d. visitor infrastructure and signage planning and design.

### **ARTICLE III PARTICIPANTS' REPRESENTATIVES AND NOTICE**

3.1 Each Participant hereby designates a Principal Representative who, at such times as are mutually determined upon by the Participants, shall meet to review the projects, programs and/or activities under this Memorandum and develop proposals for the future, as appropriate.

3.1.1 The Principal Representative for GS/OAS is Bruce Rickerson, Senior Specialist, SEDI/DTT. Notifications and communications should be directed to the Principal Representative at the following street address, fax and email:

General Secretariat of the OAS  
Bruce Rickerson  
Senior Specialist  
SEDI/DTT  
1889 F Street, NW  
Washington, DC 20006  
Tel.: 202-458-3770  
Fax: 202-458-3561  
Email: brickerson@oas.org

3.1.2 The Principal Representative for DOI is Barbara Pitkin, Program Manager, International Technical Assistance Program. Notifications and communications should be directed to the Principal Representative at the following street address, fax and email:

Department of the Interior  
Barbara Pitkin  
Program Manager  
International Technical Assistance Program  
1849 C Street, NW, MS-3530  
Washington, DC 20240  
Tel.: 202-208-5221  
Fax: 202-501-6381  
Email: Barbara\_pitkin@ios.doi.gov

3.2 All communications and notifications under this Memorandum will be validly made only when they are sent by mail, fax or email addressed to the Principal Representatives whose names are set out in Articles 3.1.1 and 3.1.2, above. When the communications and notifications are transmitted by email, they shall be valid when they are sent directly from the email address of the Principal Representative of one of the Participants to the email address of the Principal Representative of the other.

3.3 Either Participant may change the Principal Representative, dependency, address, telephone, fax or email indicated by notifying the other Participant in writing.

#### **ARTICLE IV TITLE TO PROPERTY**

4.1 Issues pertaining to title to all property and any improvements thereto furnished, acquired or constructed for the purpose of this Memorandum shall be addressed in the Program Cooperation Agreements.

4.2 In the event of termination of any project, program and/or activity covered by this Memorandum, DOI shall allow GS/OAS to continue using any of the items of its property related to the activity, as GS/OAS may deem appropriate.

**ARTICLE V  
LIABILITY**

5.1 Each Participant shall be responsible for damage claims to its own property or injury to its own employees resulting from work performed directly pursuant to this Memorandum or to any Program Cooperation Agreement arising hereof.

**ARTICLE VI  
FINANCIAL OBLIGATIONS**

6.1 This Memorandum in and of itself does not create obligations of a financial nature for either of the Participants.

6.2 To the extent that the carrying out of any provision of this Memorandum depends on the appropriation of funds, implementation activities shall be subject to the availability of such funds pursuant to the laws and procedures applicable in the United States of America and pursuant to GS/OAS' internal laws and regulations.

**ARTICLE VII  
DISPUTE RESOLUTION, PRIVILEGES AND IMMUNITIES**

7.1 Any dispute that arises in connection with the application or interpretation of this Memorandum or any Program Cooperation Agreement may be resolved by direct negotiation between the Participants. If the Participants are unable to reach a mutually satisfactory solution, they may submit the matter to a mutually agreed upon procedure of arbitration. The decision should be final and binding and not subject to appeal.

7.2 Nothing in this Memorandum 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, which instrument of ratification was deposited on June 19, 1951, the Agreement between the Government of the United States of America and the Organization of American States, signed on March 20, 1975, the Headquarters Agreement between the Organization of American States and the Government of the United States of America, signed on May 14, 1992, and any other relevant agreements, applicable national law, or the general principles and practices of international law.

**ARTICLE VIII  
VALIDITY, AMENDMENT, AND TERM**

8.1 This Memorandum shall enter into force upon signature by the duly authorized

representatives of the Participants and shall remain in force for five (5) years thereafter. Its duration may be extended for additional terms of five (5) years if agreed upon by the Participants.

8.2 Modifications to this Memorandum shall only be made by mutual agreement in writing by the duly authorized representatives of the Participants. The instruments in which the modifications are set out shall be attached as annexes to this Memorandum and shall form an integral part thereof.

8.4 This Memorandum may be terminated by mutual consent or by either of the Participants by written notice from one to the other at least sixty (60) days prior to termination. Notwithstanding the termination of this Memorandum, the Program Cooperation Agreements properly signed by Participants and which have been duly financed shall continue through completion unless the Participants mutually decide otherwise.

IN WITNESS WHEREOF, the undersigned, being duly authorized, have signed this Memorandum of Understanding in duplicate on the dates and at the places indicated below:

**FOR THE DEPARTMENT OF THE  
INTERIOR OF THE GOVERNMENT  
OF THE UNITED STATES OF AMERICA:**

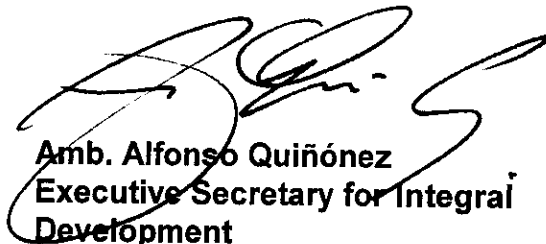


**Kathryn Washburn  
Director, Office of International Affairs  
U.S. Department of the Interior**

**Place: Washington, D.C.**

**Date:** August 21, 2008

**FOR THE GENERAL SECRETARIAT OF  
THE ORGANIZATION OF AMERICAN  
STATES:**



**Amb. Alfonso Quiñónez  
Executive Secretary for Integral  
Development  
General Secretariat, Organization of  
American States**

**Place: Washington, D.C.**

**Date:** August 21, 2008