

## **Acuerdos Bilaterales**

**Clasificación:** 266-2008

**Fecha-de Ingreso:** 14 de noviembre de 2008

**Nombre de Acuerdo:** Cooperation Agreement between the Inter-American Telecommunication Commission of the Organization of American States and the Internet Society.

**Partes:** CITEL/OAS & ISOC

**Referencia:** ISOC

**Fecha de Firma:** 2, de octubre de 2008

**Fecha de Inicio:**

**Fecha de Terminación:**

**Lugar de Firma:**

**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

0011010928158

2 de octubre de 2008  
CITEL/73/08

**A:** Sr. Dante Negro, Director, Departamento de Derecho Internacional

**De:** Clovis Baptista, Secretario Ejecutivo de la CITEL

**Asunto:** Entrega original de Acuerdo de Cooperación – ISOC - 2008

De acuerdo a lo solicitado por su área, hago entrega oficial del original debidamente firmado del Acuerdo de Cooperación entre la Secretaría General de la OEA en representación de la CITEL y la Sociedad de Internet (ISOC).



**COOPERATION AGREEMENT BETWEEN  
THE INTER-AMERICAN TELECOMMUNICATION COMMISSION  
OF THE ORGANIZATION OF AMERICAN  
AND  
THE INTERNET SOCIETY**

The Parties to the present Agreement: the Inter-American Telecommunication Commission ("CITEL") of the Organization of American States ("OAS"), through the OAS General Secretariat, represented by Mr. Clovis Baptista, Executive Secretary of CITEL, and the Internet Society ("ISOC"), represented by Mr. William Graham, Office of the President of ISOC.,

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 the mechanism by which the organs of the OAS may establish cooperative relations with other national and international institutions cooperative agreements signed by the Secretary General on his duly designated representative;

Recognizing that ISOC is authorized to enter into cooperative relations with CITEL;

Bearing in mind that since 1992, the ISOC has served as the international organization for global coordination and cooperation on the Internet, promoting a broad array of activities focused on the Internet's development, availability, and associated technologies throughout the Americas and in other regions;

Conscious of the shared goal of building the capacity of the OAS Member States to face the challenges and benefits of a global and technology-driven economy;

Desirous of building their future cooperation around issues capable of generating a significant impact in the Americas;

Convinced that their success in realizing joint activities requires their combined efforts and skills, as well as the support of other regional and international institutions interested in the development of the Americas;

Recognizing that their collaboration will facilitate 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;

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 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 include, 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 Specific areas for possible cooperation under this Agreement include:

### **a. Access and Multilingualism**

- i. Promoting access to Internet in OAS Member States, especially by communities that are currently deprived from access to Internet (Rural and remote communities, Women, the Disabled, etc.); and
- ii. Promoting the increasing use of the languages of the OAS Member States on the Internet;

### **b. Internet policy**

- i. Organizing joint activities to increase the awareness of policy makers on Internet policy issues;
- ii. Organizing Internet policy discussions and debates; and
- iii. Assisting member countries to participate in worldwide Internet policy discussions;

### **c. Internet security**

- i. Identifying the Internet security problems in the Americas;
- ii. Assisting member countries in developing a secure Internet infrastructure; and
- iii. Designing and making available training materials on security;

d. Internet and development

- i. Promoting the use of Internet for local development by designing and implementing projects; and
- ii. Promoting the development of the Internet's development measurement tools through the development of new indicators.

**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 Article 1.4.
- 2.2 The Parties shall send to each other their documents and publications relating to programs and activities set out in Article 1.4, except for those that are subject to special restrictions.
- 2.3 Within the agreed work areas established in Article 1.4, 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 the agreed work areas Article 1.4 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 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

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

- 7.2. The office within ISOC responsible for carrying out and coordinating its obligations under this Agreement is the ISOC Headquarters. All notice for ISOC in relation to this Agreement should be sent to:

Manager - Regional Bureau for Latin America and the Caribbean  
Internet Society  
1775 Wiehle Avenue  
Suite 102  
Reston, VA  
20190-5108 U.S.A.  
Tel: 703 439-2120  
Fax: 703 326-9881

- 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 CITEI 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 the Parties 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 with 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 advanced written notice to the other, effective upon the receipt of said notice.
- 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 and indemnification shall survive any termination or expiration of this Agreement.

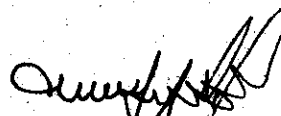
In Witness Whereof, the duly authorized Representatives of the Parties hereby subscribe to this Agreement, in duplicate originals, in Washington, DC, United States of America, on this 2 day of October, 2008.

**FOR THE INTERNET SOCIETY**



**William Graham**  
**Strategic Global Engagement**  
**Office of the President**

**FOR THE OAS GENERAL SECRETARIAT**



**Clovis Baptista**  
**Executive Secretary**  
**Inter-American Telecommunication Commission**