

ACUERDO BILATERAL

Clasificación: 94-2011

Fecha de Ingreso: 16 de febrero de 2012

Nombre del Acuerdo: Cooperation Agreement Between the Inter-America Telecommunication Commission of the Organization of American States and the Caribbean Telecommunications Union

Materia: Cooperation Agreement

Partes: SG/ Caribbean Telecommunications Union

Referencia: Caribbean Telecommunications Union

Fecha de Firma: May 19th , 2011

Fecha de Inicio

Fecha de Terminación

Lugar de Firma: Santo Domingo, Dominican Republic

Unidad Encargada: Inter-America Telecommunication Commission (CITEL)

Persona Encargada:

Original

Claves

Cierres del proceso



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**COOPERATION AGREEMENT BETWEEN
THE INTER-AMERICAN TELECOMMUNICATION COMMISSION
OF THE ORGANIZATION OF AMERICAN STATES AND
THE CARIBBEAN TELECOMMUNICATIONS UNION**

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 Clovis Baptista, Executive Secretary of CITEL, and the "Caribbean Telecommunications Union ("CTU")", represented by Ms. Bernadette Lewis;

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 telecommunications and in particular to "request the cooperation of world or regional governmental organizations, especially the ITU, the Caribbean Telecommunication Union, and of international agencies concerned with telecommunications that enjoy consultative status with the United Nations or maintain cooperative relations with the Organization";

Further taking into account that article 98 of the CITEL Regulations provides that CITEL shall collaborate through such agreements as it deems pertinent, with technical, governmental, nongovernmental and intergovernmental agencies engaged in activities similar to those contemplated in the objectives and functions of CITEL, 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 and such cooperative agreements are signed by the Secretary General or his duly designated representative;

Taking into account that CTU was established in 1989 in Nassau, The Bahamas, by treaty of the Heads of CARICOM Governments;

Further taking into account that the Union enjoys, in its member constituencies, full legal personality and capacity to contract, acquire and dispose of real and personal property and to be party to legal proceedings;

Bearing in mind that CTU in pursuance of its objectives may, among others: (i) Promote and assist in the formulation and implementation of bilateral or multilateral telecommunications programs within the Caribbean Region in cooperation with appropriate international or regional organizations; (ii) Organize



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Conferences, Seminars and Workshops; and (iii) Provide a forum for the discussion and resolution of telecommunications issues concerning the Region;

Recognizing that CTU is authorized to enter into cooperative relations with CITELE;

Recognizing that collaboration between CITELE and CTU will make the best use of available resources, avoid duplication, provide economies of scale and scope 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 out 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; coordination of preparation of major international events, collaboration on joint studies; training and promotion of the dissemination of information.
- 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, except for those that are subject to special restrictions.
- 2.3 Within the 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



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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 unilaterally introduced in its documents 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 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.



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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 CITELE responsible for carrying out and coordinating its obligations under this Agreement is the Secretariat of CITELE. All notice for CITELE in relation to this Agreement should be sent to:

Executive Secretary of CITELE
General Secretariat of the Organization of American States
1889 F Street, N.W.
Washington, D.C. 20006
citel@oas.org
Tel: 202 458-3004
Fax: 202 458-6854

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

Secretary General
Level 3
Victoria Suites
14-17 Victoria Square
Port of Spain
Trinidad and Tobago

Tel: 868-627-0281
Fax: 868-623-1523

- 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.



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ARTICLE VIII

Dispute Resolution and Privileges and Immunities

- 8.1. The Parties shall attempt to resolve any dispute arising between them under this Agreement by way of amicable discussions between them. Nonetheless, the individual MOUs covering specific Projects between the Parties referenced in Article IV of this Agreement may require the Parties to resolve controversies between them arising under those MOUs through arbitration in accordance with internationally accepted norms.
- 8.2. Nothing expressly stated or implied in this Agreement is to operate as a waiver of the privileges and immunities of the OAS, of its organs (including "CITEL" and the OAS General Secretariat), and of their personnel, or of the CTU and of its personnel.

ARTICLE IX

Relationship of the Parties

- 9.1 The relationship between the Parties is that of independent entities. Accordingly, in the interpretation and implementation of this Agreement,
 - (a) Neither Party is an employee, partner, agent or member of the other; and
 - (b) 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 document of amendment, 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.



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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 intellectual property rights and dispute resolution, 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 Santo Domingo, Dominican Republic, on May 19, 2011.

**FOR THE CARIBBEAN
TELECOMMUNICATIONS UNION**

Bernadette Lewis
Secretary General of CTU

FOR THE OAS GENERAL SECRETARIAT

Clovis Baptista
Executive Secretary of CITEL



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Annex I to the Agreement

Identification of work areas of cooperation between CITEL and CTU

- Organization of meetings, seminars, workshops, round tables and panel discussions on topics of mutual interest. The objective is to enhance regional coordination and learn from the experiences of others in order to facilitate telecommunication development.
- Coordination of preparation of major international events. The objective is to use better scarce resources, avoid duplication of efforts and strengthen the regional position at major international events.
- Formulation of training and technological development programs in cooperation with the International Telecommunication Union (ITU) Center of Excellence Nodes for the Caribbean and also with the ITU CoE for the Americas. The objective is to provide timely, high-level training in key areas of telecommunication and ICT development taking into account the particular requirements of small island states with newly liberalized markets.
- Development of studies on topics of mutual interest. The studies will include in particular technical, legal, and economic aspects of telecommunications and may result in publications. The objective is to create and maintain a repository of telecommunication information for the region that will assist Member States in the dynamic environment of telecommunications.
- Dissemination of information, exchange of documents and information related to topics of mutual interest. The objective is to have an effective and efficient use of scarce resources and improve the exchange of information and experiences in the telecommunication area.
- Provision of assistance and advice to the Caribbean Task Force on spectrum management harmonization. The objective is to enhance regional coordination, have economies of scale and draw upon CITEL information resources to promptly reach results.
- Exchange of information on regional ICT experts, The objective is to build awareness of the availability of regional experts and to create a network of regional experts which are able to assist ICT stakeholders in the region in the development of the ICT in the Americas and the Caribbean
- Assist in the assessment of external consultants. The objective is to ensure that the quality of experts in the network and their performance is of the highest standard.