

**ACUERDOS BILATERALES/ BILATERAL AGREEMENT/
ACORDOS BILATERAIS/ACCORDS BILATERAUX**

Clasificación:
Classification: 56-2019
Classifacation:
Classificação:

Fecha de Ingreso:
Entry Date: 06/12/2019
Date d'entrée:
Data de Admissão:

Nombre del Acuerdo:
Name of the agreement: Memorandum of understanding between The General Secretariat of the Organization of American States, through the Executive Secretariat for Integral Development and The Government of Jamaica through the Ministry of Culture, Gender, Entertainment and Sport concerning the execution of activities under the project: "Enhancing the framework for the development of a heritage economy in the Caribbean".

Nom de l'accord:

Nome do Acordo:

Materia:
Subject: The purpose of this agreement is to set out the general terms and conditions of the cooperation between GS/OAS and the GOJ towards the achievement of the Project objectives in Jamaica, namely the development of a Sustainable Heritage Tourism Endorsement Program.

Sujet:
Materia:

Partes:
Parties involved: GS/ Ministry of Culture, Gender, Entertainment and Sport of Jamaica
Parties:
Partes:

Referencia:

Reference: Ministry of Culture, Gender, Entertainment and Sport of Jamaica.
Référence:
Referência:

Fecha de Firma: September 5th, 2018.
Signature Date:
Date de la signature:
Data de Assinatura:

Fecha de Inicio:
Start Date:
Date du commencement:
Data de Início:

Fecha de Terminación:
End Date:
Date de résiliation :
Data de Rescisão :

Lugar de Firma: Washington D.C.
Place of Signature:
Lieu de la signature:
Lugar de assinatura:

Unidad Encargada: Executive Secretariat for Integral Development.
Unit in Charge:
Unité responsable:
Unidade Encarregada:

Persona Encargada:
Person in Charge:
Personne responsable:
Pessoa Encarregada:

Cierre del proceso:
Closure of proceedings:
Clôture des procédures:
Fechamento do processo:

Notas adicionales/Additional notes/Notes supplémentaires/Notas adicionais:

Memorandum of Understanding

between

The General Secretariat of the Organization of
American States, through the Executive
Secretariat for Integral Development

and

The Government of Jamaica
through the Ministry of Culture, Gender,
Entertainment and Sport

concerning

**The Execution of Activities Under the Project:
“Enhancing the Framework for the Development of
a Heritage Economy in the Caribbean”**

THE PARTIES TO THIS MEMORANDUM OF UNDERSTANDING (hereinafter MOU), the General Secretariat of the Organization of American States (hereinafter GS/OAS), a public international organization with headquarters at 1889 F. St. N.W., Washington, D.C. 20006, represented by Kim Osborne, Executive Secretary of the Executive Secretariat for Integral Development (hereinafter SEDI), and the Government of Jamaica (hereinafter GOJ), through its Ministry of Culture, Gender, Entertainment and Sport, represented by the Honourable Olivia Grange, Minister of Culture, Gender, Entertainment and Sport.

WHEREAS:

The Heads of State and Government, at the Forty-fifth Regular Session of the General Assembly of the OAS, held in Washington, D.C. in June, 2015, resolved, through AG/RES. 2878 (XLV-O/15 PLAN OF ACTION OF THE SOCIAL CHARTER OF THE AMERICAS, *inter alia*, to:

- “Strengthen cultural and creative industries, with attention to their different levels of consolidation and to the community dimension they involve;
- Include the issue of culture on governments’ economic and planning agendas, particularly with regard to cultural and creative industries, cultural heritage, and respect for cultural diversity, and
- Incorporate the role of culture and raise the visibility of its contributions in inclusive economic development and of the relationship between cultural and sustainable development policies”

RECOGNISING:

The mandate of the Council for Human and Social Development in Article 17 of the Revised Treaty of Chaguaramas establishing the Caribbean Community to "promote and establish programmes for the development of culture and sports in the Community;"

CONSIDERING:

That a third phase of the Project, "Expanding the Socio-economic Potential of Cultural Heritage in the Caribbean", now entitled "Enhancing the Framework for the Development of a Heritage Economy in the Caribbean", has been approved for implementation with funding from the Government of the United States of America through its Permanent Mission to the Organization of American States;

That the implementation of this third phase of the Project involves discrete activities in the following participating countries: Barbados, Jamaica, Guyana, Saint Lucia and the Commonwealth of the Bahamas, and will include the provision of training on the establishment or enhancement of national registers or inventories of Heritage places, the development of Sustainable Heritage Tourism Endorsement Programs, and on sensitization to the importance of legislation to protect the region's Heritage;

That the third phase of the Project also entails the strengthening of the effectiveness of the Caribbean Heritage Network (CHN), which was established at the Cave Hill (Barbados) Campus of the University of the West Indies, and the renewal of two online courses in Heritage through the Open Campus of the University of the West Indies;

That the GS/OAS is the central and permanent organ of the Organization of American States (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),

HEREBY AGREE TO THE FOLLOWING:

ARTICLE I

PURPOSE

1.1. The purpose of this MOU is to set out the general terms and conditions of the cooperation between the GS/OAS and the GOJ towards the achievement of the Project objectives in Jamaica, namely:

- a) the enhancement of a National Register or Inventory of Heritage Places and
- b) the development of a Sustainable Heritage Tourism Endorsement Program,

as set out in the Project Implementation Plan annexed hereto as ANNEX I and which forms an integral part of this MOU.

1.2. The Parties agree to join efforts and to maintain close working relationships, in order to achieve the objectives of the Project.

1.3. The Parties agree and undertake to perform those parts of the work program of the Project and to contribute such resources as may be required for effective Project implementation.

ARTICLE II

OBLIGATIONS OF THE GOVERNMENT OF JAMAICA

2.1 The GOJ declares its commitment to the objectives of the Project as set out above, and, to this end, shall carry out the Project, and shall cause each related activity to be carried out, with due diligence and efficiency and in conformity with appropriate, technical and administrative practices, and shall provide, promptly as needed, facilities, services and other resources required for the Project.

2.2 The GOJ shall cooperate with the GS/OAS, its personnel, consultants, and contractors in all matters necessary for the efficient execution of the Project.

2.3 The GOJ shall carry out the Project in accordance with the Project Implementation Plan set out in Annex I to this MOU which may be amended from time to time by agreement between the GOJ and the GS/OAS pursuant to Article 11.2.

2.4 Until the completion of the Project, the GOJ shall maintain a Project Coordination Committee (hereinafter referred to as the PCC) to oversee policy related issues and technical coordination of the Project in Jamaica.

2.5 In order to sustain post-project implementation of Project-related activities, the GOJ shall assign a point of contact from the PCC for a period of at least two years beyond the completion of the Project.

ARTICLE III

OBLIGATIONS OF THE GS/OAS

3.1 The GS/OAS shall be responsible for executing the Project with the Contribution received from the Permanent Mission of the United States to the OAS.

3.2 In order to execute the Project, the GS/OAS shall assign personnel and enter into contracts with the contractors and consultants required, in accordance with its rules and procedures.

ARTICLE IV

ORGANISATION OF THE CO - OPERATION

4.1 The GOJ shall establish the PCC as set out in Article 2.4 above to oversee policy related issues and technical coordination of the Project in Jamaica. The PCC shall comprise representatives of the Government Department or other institution designated by the GOJ to have responsibility for the implementation of the Project and all relevant Project stakeholders.

4.2 The GOJ shall designate a Country Coordinator, who shall assume overall responsibility as the liaison among the GS/OAS, relevant stakeholders and the PCC.

4.3 The PCC shall be chaired by the Country Coordinator or his/her representative.

4.4 The PCC shall meet at least quarterly, at the request of the Country Coordinator, or as necessary at the request of one of the Parties.

4.5 Minutes of the meetings of the PCC shall be drafted by the Country Coordinator or his/her representative and transmitted to the Parties in a timely manner.

4.6 Within Jamaica, the PCC shall be in charge of:

- monitoring the implementation of the Project and submitting reports to the GS/OAS Project Manager as requested;
- assisting with arrangements for the holding of training workshops or any other activities related to the Project (e.g. identification of suitable venues, technical services, issuing of invitations to local participants, etc.);
- making recommendations to the GS/OAS Project Manager for reviewing and/or amending the Project Implementation Plan where necessary.

ARTICLE V

EXECUTION OF THE CO-OPERATION

5.1 Each Party to this MOU undertakes to use all reasonable endeavours to:

- (a) perform on time the tasks assigned to it in the Project Implementation Plan and to make available relevant information on time to other Parties;
- (b) participate with the other Party in the performance of, or to perform itself as the case may be, such organisational tasks as are assigned to it solely or jointly;
- (c) promptly notify the Coordinators of the other Party as identified in Articles 7.1 and 7.2 below of any delay in performance in accordance with (a) and (b) above;

5.2 Each Party hereby undertakes to supply promptly to the Country Coordinator designated pursuant to Article 4.2 above and the PCC all such information or documents as the Country Coordinator and the PCC may require to fulfil their obligations as provided for in this MOU;

ARTICLE VI

CONFIDENTIALITY

6.1 It is understood and agreed by the Parties, that all technical and business information received from the other Party pursuant to or in connection with the performance of the Project shall be kept confidential in respect of third parties for the duration of this Project.

Each receiving Party undertakes not to use such confidential information for any purpose other than:

- a) in accordance with the terms of this MOU; and
- b) for the purpose of performing the obligations or as necessary for exercising rights granted by or pursuant to this MOU.

ARTICLE VII

COORDINATION AND NOTICE

7.1 Within the GS/OAS, the dependency responsible for coordinating GS/OAS activities under this MOU is SEDI and the Project Manager is Mr. Richard Campbell. Notifications and communications should be directed to the Project Manager at the following address and electronic mail:

Mr. Richard Campbell
Chief, Culture and Tourism Section
Department of Economic Development
Executive Secretariat for Integral Development
1889 F Street NW
Washington DC 20006
Tel. 202-370-9022 / 9953
E-mail: rcampbell@oas.org

All notifications and communications should also be copied to the Technical Project Manager at the following street address, and electronic mail:

Celia Toppin

Technical Project Manager (Cultural Heritage)
Department of Economic Development
Executive Secretariat for Integral Development
1889 F Street, N.W.
Washington, D.C. 20006
United States of America
Tel.: (1-202) 370-4619
Email: ctoppin@oas.org

7.2 The organizations responsible within the GOJ for coordinating the activities under the MOU are the Ministry of Culture, Gender, Entertainment and Sport, Jamaica National Heritage Trust (JNHT) and the Institute of Jamaica (IOJ), and the Coordinator is Ms. Debra-Kay Palmer:

Notifications and communications should be directed to the Coordinator at the following street address, fax and electronic mail:

Ms. Debra-Kay Palmer

Director, World Heritage & Cultural Conventions
Ministry of Culture, Gender, Entertainment and Sport
4-6 Trafalgar Road
Kingston 5
Tel. 876-978-7654
Email: dkpalmer@mcges.gov.jm

Matters related to Component 3: Establishment of a Sustainable Heritage Tourism Endorsement Programme should be copied to the following Director, Cultural Economics & Business Initiatives at the following street address, fax and electronic mail:

Mr. Tafari Burns

Director, Cultural Economics & Business Initiatives
Ministry of Culture, Gender, Entertainment and Sport
4-6 Trafalgar Road
Kingston 5
Tel: 876-618-5133
Email: tburns@mcges.gov.jm

7.3 All communications and notifications under this MOU will be validly made only when they are sent by mail, facsimile, or electronic mail and are addressed to the Coordinators whose names are set out in Articles 7.1 and 7.2 of this MOU. When the communications and notifications are transmitted by electronic mail they shall be valid if and when they are sent directly from the electronic address of the Coordinator of one of the Parties to the electronic address of the Coordinator of the other.

7.4 Either Party may change the responsible organization, the designated Coordinator, the address, telephone, fax or electronic mail indicated by notifying the other Party in writing.

ARTICLE VIII

CIVIL RESPONSIBILITY AND INDEMNIFICATION

8.1 The Parties assume full responsibility for the claims and damages directly and proximately caused by the actions or omissions of their respective representatives, officials, employees and contractors.

8.2 If for any reason a third party should file a claim against one of the Parties in relation to the execution of the Project, the responsible party shall be considered as the principal *vis-à-vis* the claimant and the sole party obligated to respond. The responsible party shall further be required to indemnify the other party for any damages it may suffer as a result of these claims, including court costs and attorney's fees.

ARTICLE IX

PRIVILEGES AND IMMUNITIES

9.1 Nothing in this MOU constitutes an express or implied waiver of the privileges and immunities of the OAS or the GS/OAS, its personnel and its assets, in accordance with the OAS Charter, relevant agreements, applicable national law and the general principles and practices of international law.

ARTICLE X

DISPUTE RESOLUTION

10.1 Any dispute that arises in connection with the application or interpretation of this MOU or any supplementary agreement, amendment or exchange of letters, shall be resolved by direct negotiation between the Parties. If the Parties are unable to reach a mutually satisfactory solution, they shall submit the matter to a mutually agreed upon procedure of arbitration. The decision shall be final and binding and not subject to appeal.

ARTICLE XI

GENERAL PROVISIONS

10.2 The Parties agree to observe the highest ethical standards and administrative transparency in all actions and activities related to this MOU. In addition, the GS/OAS, to the extent applicable and without prejudice to its privileges and immunities referred to in Article IX, and the GOJ agree to comply with the provisions of the Inter-American Convention against Corruption and the applicable norms of the country in which the Project is executed. Failure to comply with this provision shall constitute grounds for anticipatory termination of this MOU, pursuant to Article 11.4.

10.3 Modifications to this MOU may only be made by mutual agreement in writing by the duly authorized representatives of the Parties. The instruments in which the modifications are set out shall be attached as annexes to this MOU and shall form part hereof.

10.4 This MOU shall enter into force upon signature by the duly authorized representatives of the Parties and shall remain in force throughout the execution of the Project. Nonetheless the Parties may extend the duration of this MOU by mutual consent in writing by their duly authorized representatives.

10.5 This MOU may be terminated by mutual consent or by either of the Parties by written notice from one to the other with not less than thirty days' notice. Notwithstanding the termination of this MOU, Project activities that have been duly financed shall be continued to completion unless the Parties mutually decide otherwise.

10.6 Without prejudice to any supplementary agreement, memoranda of understanding and/or exchange of letters entered into pursuant to this MOU for the joint implementation of programs, projects and/or activities, this MOU in and of itself does not create obligations of a financial nature for the GS/OAS.

10.7 Articles VIII, IX and X shall survive the expiry or the termination of this MOU.

IN WITNESS WHEREOF, the undersigned, being duly authorized, have signed this MOU in duplicate on the date and at the place indicated below:

**FOR THE MINISTRY OF CULTURE,
GENDER, ENTERTAINMENT
AND SPORT:**

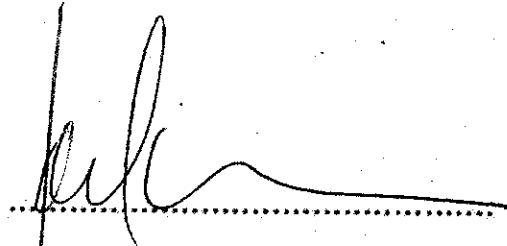


Minister of Culture, Gender,
Entertainment and Sport
Ministry
Government of Jamaica

Place:

Date:

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



Executive Secretary
Executive Secretariat for Integral
Development
Organization of the American
States

Place: *Washington DC*

Date: *2018-09-05*

ANNEX I

Project Implementation Plan- Jamaica

PROJECT COMPONENT 2 – THE PROMOTION OF HERITAGE PLACES AS A VIABLE ECONOMIC RESOURCE, INVOLVING COMMUNITIES IN THE PROCESS OF IDENTIFYING PLACES OF HERITAGE SIGNIFICANCE

ENHANCEMENT OF A NATIONAL REGISTER OR INVENTORY OF HERITAGE PLACES

Using Arches (an open-source geospatially-enabled software platform developed by the World Monuments Fund and the Getty Conservation Institute for Cultural Heritage inventory and management), a National Register or Inventory of Heritage places will be enhanced in the Jamaica National Heritage Trust (JNHT) and the Institute of Jamaica (IOJ), for the documentation of Heritage places. Local communities will be involved in the process, and encouraged to identify places which they consider to be of Heritage significance. Best practices in the marketing of Heritage places will also be explored, so that where practicable, the country can take steps to develop them as economic resources. Where appropriate, the gender perspective will be taken into account.

Main activities

1. Training for Cultural Authorities in the enhancement and/or reorganization of National Registers/Inventories of Heritage places for the documentation, protection and promotion of the country's Cultural Heritage resources.
2. Completion of nomination forms (for use with Arches), drafting procedural workflow, and making other improvements to ensure enhanced capacity in monitoring and documenting previously untapped Heritage resources.
3. Training for Cultural Authorities in using and adapting the Arches online system to manage national inventories of Heritage places and to promote visits to sites
4. Training for Cultural Authorities in techniques for hosting and managing community workshops to encourage community engagement in the development of Heritage registers/inventories and to highlight the potential of Heritage offerings as an economic resource.

5. Heritage administrators and/or site managers to undertake a fact-finding visit to a successful Heritage site in the USA to observe strategies for effective marketing and promotion of Heritage sites.
6. Training for trainers of tour guides in good practices and techniques for tour guides.
7. Development of a proposal for the sustaining of the country's National Registers/Inventories of Heritage places after the completion of Project execution.

PROJECT COMPONENT 3: ESTABLISHMENT OF A SUSTAINABLE HERITAGE TOURISM ENDORSEMENT PROGRAM

Establishment of a Sustainable Heritage Tourism Endorsement Program which identifies and endorses products and services as being authentic representations of Jamaica's Cultural Heritage. Communities will be involved in the identification of these products and services.

Main Activities

1. Training for Cultural and/or Tourism Authorities in how to undertake a Baseline Assessment of Heritage Tourism opportunities for sustainable economic development that does not endanger the conservation of Heritage resources.
2. Training for Cultural and/or Tourism Authorities in how to engage communities in identifying their local authentic Heritage values and places of significance that could be used to enhance the country's Tourism products. Follow-up technical assistance will be provided via Caribbean Heritage Network (CHN) Interest Groups or online courseware to provide technical assistance during the implementation of the community facilitation process.
3. Training for Cultural and/or Tourism Authorities in how to define a Sustainability Standard that ensures the authenticity of endorsed Heritage sites and related products and services.
4. Local business Mentors will be recruited to provide business mentorship for businesses organizations/individuals applying for endorsement, in the basics of entrepreneurship, business management, quality control, marketing, etc.

5. Sustainability Standards to be field-tested.
6. Development of a proposal for the sustaining of the Sustainable Heritage Tourism Endorsement Program after the completion of Project execution.