

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

Clasificación:
Classification: 58-2019
Classifacation:
Classificação:

Fecha de Ingreso:
Entry Date: September 16, 2019
Date D'entrée:
Data de Admissão:

Nombre del Acuerdo:
Name of the Agreement: Eighth Inter-American Meeting of Ministers of
Culture and Highest Appropriate Authorities
Nom de L'accord:
Nome do Acordo:

Materia:
Subject: Celebration of the Eighth Inter-American Meeting of
Ministers of Culture and Highest Appropriate
Authorities in Bridgetown, Barbados.

Sujet:
Materia:

Partes:
Parties Involved: GS/Minister of Foreign Affairs and Foreign Trade
Parties:
Partes:

Referencia:
Reference: Minister of Foreign Affairs and Foreign Trade
Référence:
Referência:

Fecha de Firma:
Signature Date: June 18, 2019
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:
Place of Signature:
Lieu de la Signature:
Lugar de Assinatura:

Unidad Encargada:
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:



Eighth Inter-American Meeting of Ministers of Culture and Highest Appropriate Authorities

BRIDGE TO WN, BARBADOS | September 19 to 20, 2019



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OSG/187-19
June 18, 2019

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Ecuador
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Grenada
Guatemala
Guyana
Haití
Honduras
Jamaica
México
Nicaragua
Panamá
Paraguay
Perú
República Dominicana
San Kitts y Nevis
Santa Lucía
San Vicente y las Granadinas
Suriname
Trinidad y Tobago
Uruguay
Venezuela

His Excellency
The Hon. Jerome X. Walcott, J.P.
Minister of Foreign Affairs and Foreign Trade
Government of Barbados

RE: General Secretariat Services for the Eighth Inter-American Meeting
of Ministers of Culture and Highest Appropriate Authorities

Excellency:

I have the honor to address Your Excellency regarding the generous offer of the Government of Barbados ("THE GOVERNMENT") to celebrate in that country the Eighth Inter-American Meeting of Ministers of Culture and Highest Appropriate Authorities ("THE CONGRESS") which will take place in Bridgetown, Barbados, on September 19 to 20, 2019.

Accordingly, I am pleased to inform you that the General Secretariat of the Organization of American States ("GS/OAS") is in a position to provide conference and additional support services, including the reproduction and distribution of documents, interpretation and translation, computer application systems, press and radio, secretarial services, delegation accreditation, and protocol services for THE CONGRESS on the following terms and conditions, which are set forth in greater detail in the attached Appendices I to VI.

Through its Department of Conferences and Meetings Management, GS/OAS shall hire or otherwise provide all the personnel listed in the "GS/OAS" and "C-GS/OAS" columns in Appendix I, pay their fees, purchase their airplane tickets, and defray the cost of their per diems and terminal expenses, using funds from the contribution that THE GOVERNMENT shall provide in accordance with the provisions of this Memorandum of Understanding ("MOU") and applicable GS/OAS regulations. GS/OAS shall also be responsible for organizing, managing, supervising, and coordinating the work of the personnel attending THE CONGRESS through a General Secretariat Coordinator ("CGS") and shall forward their names to the National Coordination Office (NC/Barbados) for THE CONGRESS in Bridgetown, Barbados, for security clearance purposes. THE GOVERNMENT will designate a National Coordinator for THE CONGRESS.

Additionally, GS/OAS, through its Executive Secretariat for Integral Development ("SEDI"), shall provide document management and processing services (e.g., formatting, classification, quality control, and review) prior to sending meeting documents to NC/Barbados for reproduction and distribution to meeting participants and other interested parties.

The GS/OAS will contribute up to a maximum of US\$D 29,158.00 to partially fund THE CONGRESS (the "GS/OAS Contribution"), in accordance with the guidelines established in the Resolution of the Permanent Council of the Organization of American States CP/RES. 982 (1797/11) and with the Resolution of the Inter-American Council for Integral Development ("CIDI") CIDI/RES.336 (LXXXVII-O/19) *Convocation of The Eighth Inter-American Meeting of Ministers of Culture and Highest Appropriate Authorities* (Approved at the LXXXVII regular meeting, held on March 4, 2019) whereby the CIDI convened and established the dates for the ministerial meeting.

For its part, THE GOVERNMENT shall hire or otherwise provide all personnel listed in the "HCP" column in Appendix I and pay their fees and other expenses in accordance with the Government regulations. Also, THE GOVERNMENT shall provide for THE CONGRESS and defray the costs of all installations, infrastructure, lodging, equipment, goods, offices, operational and logistics services needed for THE CONGRESS, as specified in Appendix II, III, and IV. Meeting rooms at the venue selected for THE CONGRESS shall be available no later than September 15, 2019.

THE GOVERNMENT shall ensure that all facilities reserved for THE CONGRESS have at least one entrance fully accessible to people with disabilities. In installations whose number of occupants demand restrooms at least one bathroom shall comply with all requirements to serve persons with disabilities. Also, facilities linked to the work of THE GOVERNMENT should also offer equal access to bathroom facilities. THE GOVERNMENT will seek to ensure that all bathroom facilities are safe, convenient and respect the dignity of the participants of THE CONGRESS of all genders. Transgender people shall be allowed to use a bathroom that is appropriate to their gender identity.

THE GOVERNMENT shall provide ground transportation for the heads of delegation of the Member States as well as officials from the Organization of American States ("OAS") at their arrival until their departure, from the international airport to the selected hotel in Bridgetown and from the hotel to the airport, after the end of the meeting.

THE GOVERNMENT shall electronically transfer to GS/OAS an estimated sum of USD US\$79,241.00 of THE GOVERNMENT's total projected costs before July 19, 2019 (the "Government Contribution") to fund the transport of the GS/OAS Technical Secretariat, and the Department of Conference Services staff from GS/OAS Headquarters (per Appendix I to VI) as part of the services needed to hold THE CONGRESS, and also to include a Preparatory Meeting in Washington, D.C.. The Government Contribution shall be administered by GS/OAS in accordance with its rules and regulations.

In the event that the GS/OAS personnel are unable to leave Barbados after THE CONGRESS on their scheduled dates of departure, due to political problems, acts of terrorism, labor disputes, climatic conditions or other obstacles beyond their control; or should the GS/OAS personnel incur reasonable expenses that have been mutually agreed to by the Parties in order to provide the secretariat support specified in this MOU; and these expenses exceed the total amount of the Government Contribution as established in the attached tentative budget (Appendix VI), THE GOVERNMENT shall reimburse the GS/OAS for the amount by which costs exceed the total amount of the Government Contribution within thirty (30) days after notification from the GS/OAS. Notification from the GS/OAS shall take place one Hundred and Twenty (120) days after the CONGRESS has been concluded.

The GS/OAS and THE GOVERNMENT assume full responsibility for the claims and damages directly and proximately caused by actions or omissions of their corresponding representatives, officials, employees and contractors.

The GS/OAS shall inform THE GOVERNMENT, through the Permanent Mission of Barbados to the OAS, one-hundred and twenty (120) days after THE CONGRESS has concluded whether the amount of the Government Contribution exceeded the total amount of expenses incurred by GS/OAS in providing the services outlined in this MOU and, upon the request of THE GOVERNMENT, shall reimburse any remaining balance to THE GOVERNMENT within thirty (30) days.

In the event of a dispute arising under the terms of this MOU, the Parties agree to make a good faith attempt to settle the dispute through direct consultation and negotiation. In the event that 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.

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 pursuant to the following provisions and instruments ratified by the Government of Barbados: Articles 133, 134 and 136 of the OAS Charter, whose instrument of ratification was deposited by the Government of Barbados on November 15th, 1967 and the Agreement between the Government of Barbados and the General Secretariat of the Organization of American States on the functioning in Bridgetown of the Office of the Secretariat in Barbados signed on June 21st, 1969.

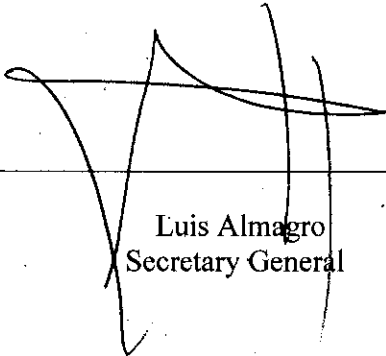
Officials of Barbadian nationality working for GS/OAS shall enjoy such privileges and immunities exclusively in respect of oral and written statements or matters directly related to their functions and during their participation in THE CONGRESS.

Appendices I-VI, attached hereto, constitute an integral part of this MOU.

This MOU shall enter into force on the date it is signed and shall remain in force until the later of ninety (90) days after the end of THE CONGRESS or the date on which any reimbursement required pursuant to the terms of this MOU has been made.

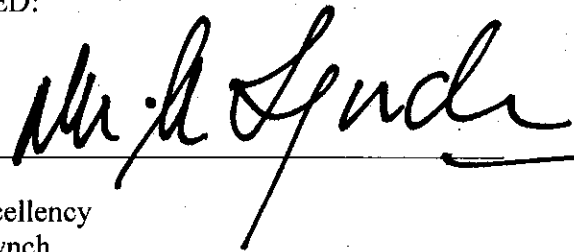
If Your Excellency agrees with these terms and conditions, kindly sign below in the space provided in each of the two duplicate originals of this MOU.

Accept, Excellency, the renewed assurances of my highest consideration.



Luis Almagro
Secretary General

AGREED:



His Excellency
Noel Lynch
Ambassador, Permanent Representative of Barbados

Appendices I-VI