

COM/CITEL 108 (IX-00)¹

APPROVAL OF THE COOPERATION AGREEMENT WITH ASETA FOR RENEWAL OF FORMAL COOPERATIVE RELATIONS

The Ninth Meeting of the Permanent Executive Committee of CITEL, COM/CITEL

HAVING SEEN:

The draft Cooperation Agreement Between the Inter-American Telecommunication Commission and the Association of Telecommunications Companies of the Andean Community ("ASETA"); COM/CITEL/doc.540/00 "ASETA's Request for the Signing of a Cooperation Agreement; and COMCITEL/doc.574/00 "Draft Resolution Work Completion of the Working Group on Cooperative Agreements,"

CONSIDERING:

- a) That the January 18, 1980 Agreement between with the OAS General Secretariat and ASETA on cooperative relations in telecommunications has expired;
- b) That the renewal of formal cooperative relations between ASETA and the OAS, through a Cooperation Agreement with CITEL, promises to take advantage of the comparative advantages and special attributes of each entity for the promotion of their mutual interests;
- c) That by Resolution COM/CITEL RES. 86 (VIII-99), COM/CITEL approved a Model Cooperation Agreement, established a Working Group to review applications from entities seeking to establish cooperative relations with CITEL, and instructed the Executive Secretary, together with the Department of Legal Services of the OAS General Secretariat ("DLS/OAS"), to specify which documents must be submitted by those entities for review of the Working Group;
- d) That pursuant to that Resolution, the Executive Secretary and DLS/OAS developed the list of required documentation, and in accordance with that list, ASETA has submitted that list of documentation for CITEL's review;
- e) That the Executive Secretary and DLS/OAS have examined the documentation presented by ASETA and have concluded that it contains all the documents on that list;
- f) That the proposed new Cooperation Agreement with ASETA conforms to the requirements of the Model Agreement approved by COM/CITEL and although the Working Group has not reviewed the draft Agreement, COM/CITEL has had the opportunity to review it at this meeting;
- g) That the Working Group on Cooperative Agreements has recommended a more expedited methodology for processing requests for cooperative agreements which would eliminate the Working Group and in its place, would require the Executive Secretary to distribute electronically to the CITEL Member States each request received, together with its supporting documentation, and would authorize the Chairman of COM/CITEL to instruct the Executive Secretary to proceed to the signature of the agreement, provided no objections are received within thirty days of distribution, and

¹ Document COM/CITEL 581/00.

- h) That the approval and signing of a new Cooperation Agreement with ASETA at this Ninth Meeting of CITEL in Ecuador, which is ASETA's headquarters, is particularly opportune,

RESOLVES:

To approve the draft Cooperation Agreement with ASETA attached as Annex 1 to this Resolution, and instruct the Executive Secretary to take the appropriate measures to assure that it may be signed at this Ninth Meeting of COMCITEL.

ANNEX

COOPERATION AGREEMENT BETWEEN THE INTER-AMERICAN TELECOMMUNICATIONS COMMISSION OF THE ORGANIZATION OF AMERICAN STATES AND THE ASSOCIATION OF TELECOMMUNICATIONS COMPANIES OF THE ANDEAN COMMUNITY (ASETA)

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, and the Association of Telecommunications Companies of the Andean Community (ASETA), represented by Mr. Marcelo López Arjona, Secretary General, have agreed to enter into this Cooperation Agreement:

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 Bylaws, one of CITEL's functions is to maintain continuous contact with the various organizations in the field of telecommunications;

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 its 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 mechanisms by which the agencies of the OAS may establish cooperative relations with other national and international institutions through cooperation agreements signed by the Secretary General or his duly designated representative.

Taking into account that ASETA is an International Agency for cooperation, coordination and consultancy, established within the framework of the Andean Sub Regional Agreement, which groups together telecommunications services operating companies with the purpose of supporting the harmonious development of telecommunications and contributing to the process of integration of the Andean Community of Nations. It has its own legal non-profit status that is strictly governed by its Statute and their Regulations.

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

Recognizing also that collaboration between CITEL and ASETA will make 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 out activities included by both Parties in their annual work programs, 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, the following: organization of seminars, meetings and round tables on matters of common interest; collaboration on joint projects; training; joint publications.
- 1.4 Areas in which the Parties will cooperate 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 work areas agreed in Annex I, each Party shall make available to the other copies of working documents and drafts when requested by the other Party and free of royalties. Each Party shall strictly limit the dissemination of documents it receives from the other Party 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 pertaining to those documents and any copies thereof shall remain with the Originating Party.
- 2.4 The Party that originates the documents shall not be held liable for subsequent amendments introduced by the other Party.
- 2.5 The Parties shall make every effort to exchange documents by electronic means.

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 written agreements through "memorandums of understanding" for implementing specific joint projects and activities within the framework of this Agreement. In those memorandums, the parties shall specify the appropriate dispute resolution mechanisms.

ARTICLE V - FINANCING AND BUDGETARY LIMITATIONS

- 5.1 Unless stated otherwise in writing with the previous approval of the competent agencies, for a specific project carried out under Article 4.1, each Party is responsible only for its own expenses and cost of complying with this Agreement.
- 5.2 Any financial obligations incurred by either Party as a result of this Agreement are subject to approval by its respective governing bodies. 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 situation and other priorities.

ARTICLE VI - LANGUAGES

- 6.1 Correspondence between the Parties shall be conducted in English or Spanish (depending on the case).

ARTICLE VII - INSTITUTIONAL COORDINATION AND NOTIFICATIONS

- 7.1. The CITEL office responsible for carrying out and coordinating the obligations it undertakes under this Agreement is the Secretariat of CITEL. All notifications for CITEL in relation to this Agreement should be sent to:

Executive Secretary of CITEL
General Secretariat of the Organization of American States
1889 F Street, N.W. #250A
Washington, D.C. 20006
Tel: 202 458-3004
Fax: 202 458-6854

- 7.2. The ASETA office responsible for carrying out and coordinating the obligations it undertakes under this Agreement is the General Secretariat. All notifications for ASETA in relation to this Agreement should be sent to:

Secretary General
ASETA
Calle La Pradera 501 y San Salvador
Quito
Tel: 5932 563-812
Fax: 5932 562-499
ECUADOR

- 7.3. Either Party may change the office and the person designated to receive notifications regarding this Agreement by so notifying the other Party in advance and in writing.

ARTICLE VIII - PRIVILEGES AND IMMUNITIES

- 8.1. Nothing that is expressly stated or implied in this Agreement shall constitute a waiver of the privileges and immunities of the OAS, or its agencies (including CITEL and the OAS General Secretariat), or 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 CITEL and ASETA shall be that of independent entities, and nothing that is stated in this Agreement shall be construed to constitute either Party as an employee, partner, agent or member of the other.
- 9.2 As a consequence of the foregoing, neither Party shall have the authority to act for the other Party, or to bind it in any way, or make declarations about contracts, or offer warranties, or enter into 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 - DURATION, MODIFICATION AND TERMINATION

- 10.1. This Agreement shall take effect on the date it is signed by both Parties.
- 10.2. The Parties may amend this Agreement by means of a written agreement, which is dated and signed by their duly authorized Representatives, and attached hereto.
- 10.3. This Agreement shall remain in effect indefinitely, but it may be rescinded by mutual consent or by either Party by giving advance 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 to distribute any information that is received pursuant to this Agreement. Notwithstanding the foregoing, the provisions of this Agreement related to the 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 sign this Agreement, with duplicate originals, in the city of Santa Ana de los Cuatro Ríos de Cuenca, Ecuador, on this 15 day of November of the year 2000.

FOR ASETA

FOR THE OAS GENERAL SECRETARIAT

Mr. Marcelo López Arjona
Secretary General, ASETA

Mr. Clovis Baptista
Executive Secretary, CITEL

ANNEX I

**AREAS OF COOPERATION
BETWEEN THE PARTIES**

1. Exchange of information and experiences in the area of telecommunications.
2. Contribution to the establishment and updating of specialized databases of both parties.
3. Participation in the development of publications of common interest.
4. Participation in specialized forums and workshops.
5. Joint implementation of training and human resources development programs.