

Acuerdos Bilaterales

Clasificación: 43-2007

Fecha de Ingreso: 12 de octubre de 2007

Nombre de Acuerdo: Cooperation Agreement among the General Secretariat of the Organization of American States (GS/OAS) through the Executive Secretariat for Integral Development, the Government of Jamaica through the Ministry of Finance & Planning, and the Government of Antigua and Barbuda through the Ministry of Finance and the Economy.

Materia:

Partes: SG/OEA & Jamaica & Antigua and Barbuda

Referencia: Jamaica / Antigua and Barbuda

Fecha de Firma: 20 de julio de 2007

Fecha de Inicio:

Fecha de Terminación:

Lugar de Firma:

Unidad Encargada:

Persona Encargada:

Original:

Claves:

Cierre del proceso:



**COOPERATION AGREEMENT AMONG
THE GENERAL SECRETARIAT OF THE ORGANIZATION OF
AMERICAN STATES (GS/OAS) THROUGH THE EXECUTIVE SECRETARIAT FOR
INTEGRAL DEVELOPMENT, THE GOVERNMENT OF JAMAICA THROUGH THE
MINISTRY OF FINANCE & PLANNING, AND THE GOVERNMENT OF ANTIGUA AND
BARBUDA THROUGH THE MINISTRY OF FINANCE AND THE ECONOMY**

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The Parties, the General Secretariat of the Organization of American States ("GS/OAS"), acting through the Executive Secretariat for Integral Development ("SEDI"), the Government of Jamaica ("GOJ") acting through the Ministry of Finance & Planning ("MOFP"), and the Government of Antigua and Barbuda ("GOAB") acting through the Ministry of Finance and the Economy ("MOFE");

Considering that the Organization of American States ("OAS") through the Network of e-Government Leaders from Latin America and the Caribbean ("RED GEALC") has been promoting e-Government to modernize government functioning in Latin America and the Caribbean, particularly focusing on facilitating the exchange of good practices and expertise among its member States;

Recalling that Fiscal Services Limited ("FSL"), a Jamaican entity that operates within the MOFP of the Government of Jamaica, has developed a recognized customs management system, called CASE (Customs Automated Services), to make its customs operations more efficient and transparent by taking advantage of the opportunities offered by Information and Communication Technologies ("ICTs");

Taking into consideration that the Government of Antigua and Barbuda is in need of modernizing the management and operation of its customs administration and, after conducting the necessary investigation including a two-day workshop in Jamaica, organized by SEDI, has identified CASE as a proven solution that meets its requirements;

Considering also that SEDI has formal cooperation relationships through the e-Government Effectiveness Task Force ("eGe") with the Institute for Connectivity in the Americas ("ICA/IDRC"), the Development Gateway Foundation ("DGF"), the United Nations Department for Economic and Social Affairs ("UNDESA") as well as an e-Government project supported by the Canadian International Development Agency ("CIDA") to promote the transfer of e-Government solutions among the Member States of the OAS;

Building on the generosity and cooperative attitude in the area of e-Government shown by the Government of Jamaica towards the rest of the Caribbean countries as manifested in the CASE donation letter dated the 11th day of May, 2007, from the Honourable Omar Davies, Minister of Finance and Planning, to the Executive Secretary for Integral Development of the GS/OAS; and

Bearing in mind that the GS/OAS is the central and permanent organ of the Organization of American States 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);

AGREE as follows:

ARTICLE I: SCOPE AND PURPOSE

1.1 The purpose of this Cooperation Agreement is to support the modernization of customs operations in Antigua and Barbuda by facilitating the implementation and application of the Customs Automated Services (CASE) solution, developed and owned by the Government of Jamaica, in Antigua and Barbuda (the "Project").

1.2 To document all aspects related to the transferring of the CASE solution to Antigua and Barbuda in order to be able to replicate the experience in other countries within the Caribbean Community and Common Market (CARICOM).

ARTICLE II: RESPONSIBILITIES AND FUNDING

2.1 SEDI has facilitated financial support from the following international organizations which are making the following financial contributions to the Project on the basis set out in Annex II (CASE Financial Information) hereto:

- The International Development Research Centre (IDRC) and the Institute for Connectivity in the Americas (ICA) will contribute US\$100,000 to FSL to effect the transfer of the CASE to the GOAB through the Caribbean Center for Administration Development (CARICAD);
- Development Gateway Foundation, a foundation created by the World Bank to reduce poverty and enable change in developing nations through information technology, will contribute US\$50,000 to the GOAB;
- The United Nations Department for Economic and Social Affairs (UNDESA) will make an in-kind contribution of US\$10,000 by way of consulting support for documentation of the transfer process through CARICAD.

2.2 In addition to acting as the leading entity in coordinating the support of other international organizations to the project, SEDI shall make a financial contribution to the CASE transferral process of US\$30,000, to the GOAB's MOFE through the RED GEALC initiative funded by the Canadian International Development Agency (CIDA). Any funds contributed by SEDI under this Cooperation Agreement that are unused once the Agreement is terminated in accordance with Article VIII shall be returned to the GS/OAS within 60 days thereafter.

2.3 Donor organization contributions shall be disbursed as indicated in Annex II (CASE Financial Information) hereto and allocated to cover the costs related to the implementation of the project: consulting, training, documentation and travel expenses.

2.4 The Government of Jamaica shall donate the CASE application to the GOAB's MOFE, including the source code, with an estimated market value of US\$2 million. The necessary adaptation effort as well as all the consulting and training required for the GOAB to take full ownership of the solution shall be paid for from the contributions as indicated in Annex II hereto.

2.5 The GOJ shall fully transfer CASE to the GOAB, on a non-exclusive basis, providing all the requisite training and making available the source code of all applications involved and owned by the GOJ.

2.6 The use of the above-mentioned applications by the GOAB and their regulation, including maintenance and updating requirements shall be in accordance with an agreement to be entered into between FSL and the GOAB. A copy of the agreement, when signed, will be forwarded to SEDI in order to allow SEDI to proceed with its financial contribution referred to in Paragraph 2.2.

2.7 The GOAB shall set up the necessary infrastructure (hardware, software and telecommunications) as described in the CASE project document (attached hereto as Annex I), devote the local human resources needed and complement the grants received from ICA/IDRC, UNDESA, the Development Gateway Foundation and SEDI with a cash financial contribution. As shown in Annex II, GOAB's cash contribution is estimated at US\$217,148 while its in-kind contribution (human resources and infrastructure) is estimated at US\$650,000.

2.8 The GOAB shall also cooperate with CARICAD in its mission to document, with the support of UNDESA, all aspects of the Project, the lessons learned, and the mechanisms tested with the aim of learning from the project transferring experience and facilitating its replication in other countries in the Caribbean the region.

2.9 The CASE shall be transferred to the GOAB with the characteristics and functionalities specified in the Project document "Customs modernization project: sharing CASE with the government of Antigua and Barbuda" (Annex I to this agreement).

ARTICLE III: INTELLECTUAL PROPERTY

3.1 This Agreement is without prejudice to the intellectual property rights related to CASE of the GOJ as the owner therein.

ARTICLE IV: CONFIDENTIALITY

4.1 As used in this Agreement, "Confidential Information" means any information, technical data, trade secrets or knowledge which is either marked "Confidential" or is clearly by its nature confidential.

4.2 For the duration of this Agreement and following its termination, each Party shall keep the Confidential Information received strictly confidential, not use it for any other purpose than that specified in the preamble to this Cooperation Agreement, and prevent its disclosure to, or use by, others. Furthermore, each Party shall only make the Confidential Information available to its employees, professional advisors or third party consultants, to the extent that they require knowledge thereof for the purpose specified in the preamble and provided that, with respect to the Confidential Information, any such employee, professional advisor or third party consultant is bound by obligations of secrecy and limited use at least to the same degree that the Parties are bound hereunder, and provided further that each such employee, professional advisor or third party consultant shall, before any Confidential Information received from the other Party is made available to him, be notified by the Party employing him of the confidential nature thereof.

4.3 Both the Governments of Antigua and Barbuda and the Government of Jamaica shall take all reasonable steps to ensure that the Confidential Information exchanged is securely held. Each Party shall be answerable for any unauthorised disclosure or use of the Confidential Information by its employees.

4.4 The obligations of confidentiality and limited use set forth herein shall not apply to the extent that the Confidential Information:

4.4.1 was known by the receiving Party from sources other than the disclosing Party prior to receipt as is documented in written records possessed by the said Party prior to such time;

4.4.2 is at the time of disclosure to the receiving Party in the public domain or subsequently becomes part of the public domain without a breach of its confidentiality obligations hereunder by the receiving Party;

4.4.3 has been disclosed to the receiving Party by a third party without any obligation of secrecy to the disclosing Party, of which the receiving Party is aware;

4.4.4 has been independently developed by employees of the receiving Party who have not had access to the Confidential Information disclosed by the disclosing Party; or

4.4.5 has been removed from confidential status or cleared for disclosure to a third party by prior written consent of a duly authorised officer of the disclosing Party, subject to any conditions which may be provided for at the time of such removal or clearance.

4.5 The Parties agree that all documents or other information in written or tangible form containing or embodying the Confidential Information shall be and remain the property of the disclosing Party. No Party shall copy, duplicate or otherwise reproduce any documents containing all or any parts of the Confidential Information without the prior written consent of the other Parties.

4.6 Any information not deemed confidential by the Governments of Jamaica and Antigua and Barbuda, will be made available to CARICAD in order to facilitate the documentation of the transferring experience so that other CARICOM countries may benefit from this project.

ARTICLE V: DISPUTE RESOLUTION

5.1 The Parties shall attempt first to resolve any disputes among them by discussions and mutual agreement. If that proves unworkable, then any Party may submit the dispute to the American Arbitration Association for final and binding arbitration in accordance with the Arbitration Rules of the Inter-American Commercial Arbitration Commission. The place of the arbitration shall be Washington, D.C., United States of America and the language of the arbitration shall be English. The court of arbitration that is set up in accordance with those rules shall decide by friendly mediation or ex aequo et bono and its decision shall be final and binding. However, the award may not include attorneys' fees to the prevailing party.

5.2 The law applicable to the arbitration proceedings shall be the law of the District of Columbia, USA.

ARTICLE VI: PRIVILEGES AND IMMUNITIES

6.1 The Parties mutually recognize the privileges and immunities accorded to them by virtue of general principles of international law and by such agreements on privileges and immunities as may be relevant. Nothing in this Cooperation Agreement constitutes a waiver, express or implied, of the privileges and immunities of any of the Parties under the laws of the United States of America, Jamaica or Antigua and Barbuda, or international law.

ARTICLE VII: SURVIVAL

7.1 Articles V and VI shall survive the cancellation, expiration or termination of this Cooperation Agreement.

ARTICLE VIII: TERM, MODIFICATION AND TERMINATION

8.1 This Cooperation Agreement shall enter into force from the date upon which it is signed by the duly authorized representatives of the three Parties. It shall remain in force until terminated pursuant to Paragraph 8.5 below.

8.2 This Cooperation Agreement may be modified by written articles of amendment or an exchange of letters signed by the duly authorized Representatives of the three Parties, dated, and attached hereto.

8.3 The Parties shall conduct a review of this Cooperation Agreement every 12 months. This review will include, but not be limited to, the level of execution as well as the accomplishments under this Cooperation Agreement.

8.4 Any Party may terminate this Cooperation Agreement by giving a sixty (60) calendar day prior written notice to the other Parties.

8.5 This Agreement will be terminated once the Parties have completed their obligations under Article 2 of this Cooperation Agreement.

ARTICLE IX: MANAGEMENT AND COORDINATION

9.1 Each of the Parties involved in this Project has appointed a Project Manager to facilitate the coordination and monitoring of the implementation of this project. The Project Managers shall communicate with each other regularly and meet, as required, to assure coordination in the development of the project. Each one is also authorized to give and receive written notice under this Cooperation Agreement for the Parties that appointed him/her. The list of representatives for management and coordination is:

Organization: SEDI / General Secretariat of the Organization of American States
Name: Miguel Porrua
Title: e-Government Coordinator, SEDI
Address: 1889 F. Street, N.W. Washington, D.C. 2006 USA

Contact: 1 (202)-458-3150 mporrua@oas.org

Organization: Fiscal Services Limited (Government of Jamaica)
Name: Lorenzo Grant
Title: Managing Director
Address: 235B Old Hope Road Kingston 6 JAMAICA
Contact: 1 (876) 927-1125-8 lorenzo@fsl.org.jm

Organization: Ministry of Finance and the Economy, Government of Antigua & Barbuda
Name: Patrick Lay
Title: Managing Director
Address: Government Complex
Queen Elizabeth Highway
St. John's Antigua
Contact: (268) 562-2556 drlay@nic.ag

For reference purposes representatives from other interested organizations are:

Organization: Institute for Connectivity in the Americas (ICA/IDRC)
Name: Angelica Ospina
Title: Program Officer
Address: 250 Albert Street
Ottawa, ON, Canada
K1P 6M1
Contact: 1 (613) 236 – 6163 Ext 2032 aospina@idrc.ca

Organization: Caribbean Center for Administration Development (CARICAD)
Name: Jennifer Astaphan
Title: Executive Director
Address: 1st Floor, Weymouth Corporate Centre
Roebuck Street, St. Michael, Barbados
Contact: 1 (246)-427-8535/6 JAstaphan@caricad.net

Organization: United Nations Department for Economic and Social Affairs (UNDESA)
Name: Bárbara Ubaldi
Title: Associate Expert
Address: Two United Nations Plaza, Room DC2 – 2220
New York, NY 10017, USA
Contact: (917) 367- 3349 ubaldi@un.org

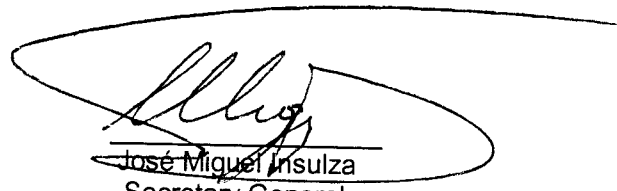
Organization: Development Gateway Foundation
Name: Denise Senmartin
Title: Business Development Specialist
Country Operations
Address: 1889 F St, NW
Second Floor
Washington, DC 20006
Contact: (202) 572 9249 dsenmartin@dgfoundation.org

9.2 The representatives listed in this article from the donor institutions comprise the CASE Management Team ("CMT"). The CMT will be led by the GS/OAS and will meet with the other Parties and conference as many times as needed to assure the successful implementation of the project.


9.3 The CMT will: approve an implementation calendar; monitor the progress of the project, monitor the fulfilment of responsibilities by all Parties involved, authorize the administrator to effect payments according to the financial support approved, guide the administrator in its reporting responsibility and call for coordination meetings or conferences of all parties involved when required.


SIGNED by the duly authorized representatives of the Parties in three originals on the dates and at the locations indicated below

FOR THE GS/OAS


José Miguel Insulza
Secretary General
Date: July 20, 2007
Place: Washington, D.C. (USA)

FOR THE GOVERNMENT OF JAMAICA FOR THE GOVERNMENT OF ANTIGUA
& BARBUDA


Vinette Keene
Director General Tax Office
Ministry of Finance and Planning
Date: July 20, 2007
Place: Washington, D.C. (USA)


L. Errol Cort
Minister of Finance and the Economy
Date: July 20, 2007
Place: Washington, D.C. (USA)

