

ACUERDOS BILATERALES

Clasificación: 02-2010

Fecha de Ingreso: 22 de febrero de 2010

Nombre del Acuerdo: Agreement between the Government of Barbados, the Caribbean Tourism Organization and the General Secretariat of the Organization of American States for the provision of specific services of technical Cooperation for the Strengthening of the Caribbean Tourism Organization (CTO)

Materia:

Partes: GS/OAS & CTO, The Caribbean Tourism Organization (CTO)

Referencia: BARBADOS

Fecha de Firma: 9 de Diciembre de 2009

Fecha de Inicio:
Fecha de Terminación:

Lugar de Firma:
Unidad Encargada: Office of Tourism

Persona Encargada: Richard Campbell

Original:

Claves:

Cierre del proceso:

Notas adicionales:



Organization of
American States

**AGREEMENT BETWEEN THE GOVERNMENT OF BARBADOS, THE CARIBBEAN
TOURISM ORGANIZATION AND THE GENERAL SECRETARIAT OF THE
ORGANIZATION OF AMERICAN STATES FOR THE PROVISION OF SPECIFIC
SERVICES OF TECHNICAL COOPERATION FOR THE STRENGTHENING OF THE
CARIBBEAN TOURISM ORGANIZATION ("CTO")**

**AGREEMENT BETWEEN THE GOVERNMENT OF BARBADOS, THE CARIBBEAN
TOURISM ORGANIZATION AND THE GENERAL SECRETARIAT OF THE
ORGANIZATION OF AMERICAN STATES FOR THE PROVISION OF SPECIFIC
SERVICES OF TECHNICAL COOPERATION FOR THE STRENGTHENING OF THE
CARIBBEAN TOURISM ORGANIZATION ("CTO")**

The Government of Barbados ("GOVERNMENT"), the Caribbean Tourism Organization ("CTO") and the General Secretariat of the Organization of American States ("GENERAL SECRETARIAT") hereinafter referred to as the "Parties":

CONSIDERING: That tourism in the Caribbean is a vital socio-economic activity, a significant contributor to employment and a major earner of foreign exchange, and an important vehicle for Caribbean development;

RECOGNIZING: That various advantages could be achieved for enhancing the development of tourism in the countries that are members of both the Organization of American States ("OAS") and the CTO through the collaboration of the two organizations;

NOTING: That the General Assembly of the OAS has confirmed the priority assigned to the GENERAL SECRETARIAT for tourism development;

CONSIDERING: That the Caribbean Tourism Research and Development Centre ("CTRC") and the Caribbean Tourism Association ("CTA") have merged to become the CTO and that under Article 16, paragraph 4, Subsections (a) and (b) of the Agreement establishing the CTO which entered into force on 11 January 1989, the CTO has inherited all rights, privileges, advances, liabilities and obligations formerly enjoyed by the CTRC and operates under a Headquarters Agreement with the GOVERNMENT similar to that of the CTRC;

BEARING IN MIND: That the CTRC was established as a legal entity with full juridical personality and being recognized as an international organization in the Headquarters Agreement for the CTRC, Article II, paragraphs 1 and 2, that the Government of Barbados, as host country of the CTRC since 1974, has systematically facilitated the execution of the CTRC's services, particularly under the provision of the Agreements with the GENERAL SECRETARIAT, the first of which was signed on 27 April 1976;

NOTING: That a four-year Agreement between the GOVERNMENT, the CTO and the GENERAL SECRETARIAT providing for the Provision of Specific Services of Technical Cooperation for the Strengthening of the Caribbean Tourism Organization was signed by the Parties in September, 1976;

NOTING: That over the years, this initial Agreement has been replaced by successor agreements and that the last Agreement, signed on 30 June 2005, to take effect for the period of four years beginning on the 1st day of January 2005 came to an end on 31 December 2008;

and

RECOGNIZING: That the GENERAL SECRETARIAT 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),

HAVE AGREED to the following:

ARTICLE I
General Objectives

The general objective of this Agreement is to continue the working relationship between the GENERAL SECRETARIAT and the CTO under the auspices of the GOVERNMENT in the execution of an Inter-American component within the Caribbean regional program of the CTO in the interest of OAS/CTO's Caribbean Member States.

ARTICLE II
Specific Activities

The activities to be carried out under this Agreement ("Specific Activities") shall depend on the budgetary allocations made available by the governing bodies of the GENERAL SECRETARIAT. The Specific Activities shall be executed within an Inter-American project supported by the OAS and within the Caribbean Regional Program of the CTO. These Specific Activities, which each year shall constitute the Inter-American Project of the Regional Program of the CTO in agreement with Article IV, will be determined by a joint GOVERNMENT/GENERAL SECRETARIAT/CTO Planning Committee as described in Article III below.

ARTICLE III
Planning Committee

3.1 The Planning Committee, composed of one representative from each of the Parties, shall undertake the following functions annually in accordance with the intent and purpose of this Agreement:

- a. Review and evaluate the Specific Activities executed in the previous year;
- b. Prepare and finalize the terms of reference for the Specific Activities to be carried out in the following year. The CTO shall advise the GENERAL SECRETARIAT in writing of the timetable for the preparation of their Annual Program of Activities to ensure that the Specific Activities can be finalized in coordination with the CTO Annual Program of Activities. The Specific Activities shall include consultant terms of reference and the specific output from each approved activity. The fiscal year of the Inter-American Project of the Regional Program of the CTO referred to in Article II above, shall coincide with the fiscal year of the GENERAL SECRETARIAT.
- c. Decide on the number of consultants, type of expertise and utilization of available financial inputs required to meet the objectives and activities as outlined in Articles I and II.

- d. Identify topics for future activities.

3.2 Decisions of the Planning Committee shall be adopted by consensus and shall be subject to the Resolutions of the General Assembly of the OAS including but not limited to the following provisions:

- a. Pursuant to operative paragraph I, section 7.b of Resolution AG/RES. 954 (XVII-O-88) of the General Assembly of the OAS, no administrative costs may be financed with Regular Fund financial resources and the OAS budget shall finance only Inter-American activities which are approved through the OAS approved mechanisms. Inter-American activities shall be understood to be those advisory and training activities provided to nationals of the OAS Member States, on the condition that the OAS would not finance the participation of nationals of the country in which the CTO operates.
- b. Pursuant to operative paragraphs 1 and 7 of Resolution AG/RES. 957 (XVII-O/88) of the General Assembly of the OAS, the Inter-American project to be carried out by the CTO with OAS financial resources shall be subject to any mechanism adopted by the OAS for the evaluation of the efficacy of its projects and the OAS shall consider financing activities that are Inter-American in character, for which there is a specific proposal from the country in which the CTO has its headquarters and which have been approved by the existing mechanisms. Activities that are Inter-American in character are understood to be advisory services and training provided to nationals of the OAS Member States on the condition that the OAS will not finance the participation of nationals of the country in which CTO operates.

ARTICLE IV

Obligations, Responsibilities and Contributions of the Parties

4.1 The GOVERNMENT shall make annual contributions of BDS\$40,000 (the "GOVERNMENT Contribution"). The GOVERNMENT Contribution will be made to the CTO for defraying the following expenses:

- a. Maintenance and replacement of furniture, fittings, and equipment purchased by the GOVERNMENT under the terms of Article V of the 1976 Barbados/OAS/CTRC Agreement for the use of GENERAL SECRETARIAT staff ("Staff") assigned to the CTO under the Agreement;
- b. Meeting the cost of electricity, communications, transportation and installation of services required for the adequate comfort and regular activities of the staff from the GENERAL SECRETARIAT;
- c. Printing of studies, publication and research and training material produced under the terms of this Agreement;
- d. Purchasing of expendable training materials, textbooks, periodicals and teaching aids necessary for the execution of training activities undertaken under the Agreement;

- e. Purchasing of new equipment deemed necessary for the efficient execution of the program;
- f. Provision of support staff services; and
- g. Any other expenses relating to the program.

4.2 The CTO shall provide the following:

- a. Reports to the GENERAL SECRETARIAT ("Reports") – A project proposal which outlines activities to be undertaken including a financial detail of the use of funds for the appropriate fiscal year. Semiannual reports corresponding to each disbursement, that shall consist of a narrative of the activities undertaken during the relevant period and a financial detail of the use of funds contributed by the GENERAL SECRETARIAT pursuant to Article 4.3 below. The funds contributed by the GENERAL SECRETARIAT must only be used in Special Activities approved by the Planning Committee for each year of this Agreement;
- b. Full cooperation and support to the staff of the GENERAL SECRETARIAT and for its independent contractors in the execution of the Specific Activities;
- c. Participate in an exchange of information and documents with the GENERAL SECRETARIAT for the improvement of the Parties' respective libraries and databases;
- d. Necessary logistical support as is customary (office, secretarial support, infrastructure, library, reproduction, acquisition of supplies, training aids, etc.).

4.3 The GENERAL SECRETARIAT shall provide the following:

- a. Annual contributions (the "GENERAL SECRETARIAT Contribution") to the CTO in direct services to States that are both members of the OAS and the CTO, in which shall constitute the Inter-American Project of the Regional Program of the CTO (known in the OAS Program Budget as the Caribbean Tourism Organization Project). The amount of the GENERAL SECRETARIAT Contribution for the year 2009 shall be USD \$50,000. For each subsequent year of the Agreement, the GENERAL SECRETARIAT Contribution shall be equal to the amount specifically approved by the OAS General Assembly in the Program Budget for this Project for each year of its term. Disbursements from the GENERAL SECRETARIAT Contribution shall be made as set forth in this Article, and by means of deposits to the account specified by the CTO coordinator identified in Article 8.2 of this Agreement and in accordance with the provisions of Article 5.1 of this Agreement. Any portions of the GENERAL SECRETARIAT Contribution not spent by CTO by the time of delivery of CTO's Reports to the GENERAL SECRETARIAT shall be credited to the subsequent semester, and any portion of the GENERAL SECRETARIAT Contribution not spent by CTO by the time of the last Report shall be returned to the GENERAL SECRETARIAT.

The GENERAL SECRETARIAT Contribution shall be disbursed as follows:

- i. Within 30 days after signature of this Agreement by the duly authorized representatives of the Parties, the GENERAL SECRETARIAT shall disburse to the CTO the sum of USD\$25,000, equivalent to fifty per cent of the amount of the GENERAL SECRETARIAT Contribution for the year 2009; and
 - ii. Within 30 days after approval by the GENERAL SECRETARIAT of the CTO's semiannual Report for the first semester of 2009, detailing the use of the funds contributed by the GENERAL SECRETARIAT, the GENERAL SECRETARIAT shall disburse to the CTO the equivalent of fifty per cent of the GENERAL SECRETARIAT Contribution for the year 2009;
 - iii. Within 30 days after approval by the GENERAL SECRETARIAT of CTO's reports (project proposal and/or semiannual report), the GENERAL SECRETARIAT shall disburse to the CTO sums equivalent to fifty percent of the GENERAL SECRETARIAT Contribution for each corresponding year.
- b. Contribution disbursements pursuant to this Agreement shall be subject to the budgetary allocations made available by the governing bodies of the GENERAL SECRETARIAT, and to availability of funds for activities decided by the Planning Committee.

ARTICLE V
Financial Provisions

5.1. The transfer of the GOVERNMENT Contribution and of the GENERAL SECRETARIAT Contribution to CTO shall be carried out by means of check deposit or through bank transfers.

- a. Transfer of the GOVERNMENT Contribution and of the GENERAL SECRETARIAT Contribution through check deposit shall be made by sending the check or checks in the name of the CTO to the following address:

Caribbean Tourism Organization
Attention: Mr. Neil Walters
One Financial Place
Collymore Rock
St. Michael, Barbados

- b. Transfer of the GOVERNMENT Contribution and of the GENERAL SECRETARIAT Contribution through bank transfers shall be made using the following information:

Bank's name: Wachovia Bank
ABA/Routing #: 026005092; SWIFT #: PNBUS3NNYC
Bank's address: New York, USA
For Credit to: First Caribbean International Bank (Barbados) Limited
Broad Street, Bridgetown
SWIFT#: FCIBBBB
Account number: 1000716762
Account name: Caribbean Tourism Organization

- c. In the event that the CTO changes its bank account during the period in which this Agreement is in force, its coordinator shall notify the GOVERNMENT and the GENERAL SECRETARIAT in writing through its coordinators identified in paragraphs 8.1 and 8.3 of Article VIII of this Agreement, and the GOVERNMENT and the GENERAL SECRETARIAT shall conduct bank transfers to this new bank account upon receipt of the notice.

5.2. The CTO shall administer this Agreement in accordance with its norms and procedures. All financial activity associated with the GENERAL SECRETARIAT Contribution, including transactions carried out by the CTO using the GENERAL SECRETARIAT Contribution, shall be subject to financial and operational audits, inspections or evaluations, for the purpose of determining compliance with the GENERAL SECRETARIAT's standards, rules and regulations and the terms of this Agreement. The CTO shall cooperate fully with the GENERAL SECRETARIAT and with its Inspector General and/or with any auditors designated by either of them.

5.3. Any interest derived from investment of the GOVERNMENT Contribution and the GENERAL SECRETARIAT Contribution shall be applied to the indirect costs of the Project.

ARTICLE VI

Facilities: Privileges and Immunities

6.1 The GOVERNMENT, having granted to the CTO facilities, privileges and immunities, also agrees to grant to the staff, independent contractors, property and assets of the GENERAL SECRETARIAT, in accordance with this Agreement, all of the privileges and immunities accorded to the personnel, property and assets of the GENERAL SECRETARIAT as enumerated and elaborated in Part II, Articles 6 through 12 of the AGREEMENT BETWEEN THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES AND THE GOVERNMENT OF BARBADOS ON THE FUNCTIONING IN BRIDGETOWN OF THE OFFICE OF THE GENERAL SECRETARIAT IN BARBADOS, signed on June 21, 1969, and hereby specifically incorporates by reference the above mentioned Articles to the human resources, property and assets of the GENERAL SECRETARIAT to be assigned to the CTO.

6.2 Nothing in this Agreement shall constitute an express or implied waiver by either of the Parties to this Agreement of their privileges and immunities under the laws of Barbados, of the United States of America, or under international law.

ARTICLE VII

Dispute Resolution

7.1 Any dispute between the Parties resulting from the interpretation or application of this Agreement shall be settled by direct negotiations between the Parties. If a solution satisfactory to the Parties cannot be reached then the Parties shall submit their differences to arbitration under the auspices of jointly agreed upon international arbitral rules. The arbitrator's decision shall be final, binding and not subject to appeal.

7.2 The law applicable to the arbitration proceedings and to this Agreement shall be the law of the District of Columbia, U.S.A.

ARTICLE VIII

Coordination and Notice; Liaison Agency and Successor Organization

8.1 The GOVERNMENT designates its Ministry of Tourism as the dependency responsible within the GOVERNMENT for coordinating the activities of the GOVERNMENT under this Agreement and as the liaison agency with the GENERAL SECRETARIAT and the CTO in regard to the activities covered by this Agreement. The Coordinator is Mr. Andrew F. Cox, (Permanent Secretary, Ministry of Tourism). Notifications and communications should be directed to the Coordinator at the following street address, telephone, fax and electronic mail:

Ministry of Tourism
Lloyd Erskine Sandiford Center
Two Mile Hill
St. Michael
Barbados
Tel.: (1-246) 430 7500
Fax: (1-246) 436 4823
Email: coxa@tourism.gov.bb

8.2 The CTO designates the Secretary General, as the dependency responsible within the CTO for coordinating the activities of the CTO under this Agreement and as the liaison agency with the GOVERNMENT and the GENERAL SECRETARIAT in regard to the activities covered by this Agreement. The Coordinator is Mr. Hugh Riley, (Secretary General). Notifications and communications should be directed to the Coordinator at the following street address, telephone, fax and electronic mail:

Caribbean Tourism Organization
One Financial Place
Collymore Rock
St. Michael, Barbados
Tel.: (1-246) 427-5242
Fax: (1-246) 429-3065
Email: hriley@caribtourism.com

8.3 The GENERAL SECRETARIAT designates its Department of Trade and Tourism as the dependency responsible within the GENERAL SECRETARIAT for coordinating the activities of the GENERAL SECRETARIAT under this Agreement and as the liaison agency with the GOVERNMENT and the CTO in regard to the activities covered by this Agreement. The Coordinator is Mr. Richard Campbell, (Director, Office of Tourism) Notifications and communications should be directed to the Coordinator at the following street address, fax and electronic mail:

Department of Economic Development, Trade and Tourism
Executive Secretariat for Integral Development
General Secretariat of the Organization of America States
1889 F Street, N.W.
Washington, D.C. 20006
United States of America
Tel.: (1-202) 458-6226
Fax: (1-202) 458-3561
Email: rcampbell@oas.org

8.4 All communications and notifications under this Agreement will be validly made only when they are sent by mail, fax or email and are addressed to the Coordinators whose names are set out in paragraphs 8.1, 8.2 and 8.3 of Article VIII of this Agreement. When the communications and notifications are transmitted by email they shall be valid if and when they are sent directly from the email address of the Coordinator of one of the Parties to the electronic address of the Coordinators of the others.

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

ARTICLE IX
General Provisions

9.1. The Parties agree to observe the highest ethical standards and administrative transparency in all actions and activities related to this Agreement.

9.2 This Agreement may be modified at any time, either totally or partially, by common agreement between the Parties and upon a detailed written request by one of the Parties addressed to the others. The instruments in which the modifications are set out shall be signed by the duly authorized representatives of the Parties and attached as annexes to this Agreement.

9.3. This Agreement shall enter into force on the 1st day of January 2009.

9.4 This Agreement may be terminated by any of the Parties by notifying the others in writing at least six months in advance.

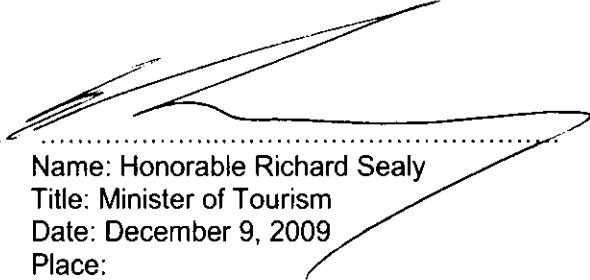
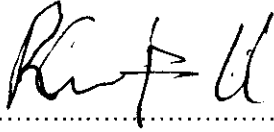
9.5. This Agreement shall be in effect until December 31, 2012.

9.6 One year prior to the termination of the Agreement, negotiations regarding its renewal will be initiated. During this period, a comprehensive evaluation of the Specific Activities carried out under the Agreement shall be prepared by the Parties, and submitted for the approval of the competent organs of the OAS.

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

Organization of American States

Government of Barbados



Name: Richard Campbell
Title: Director, Office of Tourism
Date: December 9, 2009
Place:

Name: Honorable Richard Sealy
Title: Minister of Tourism
Date: December 9, 2009
Place:

Caribbean Tourism Organization



Name: Mr. Hugh Riley
Title: Secretary General
Date: December 9, 2009
Place:



Organization of American States

**AMENDMENT
TO THE AGREEMENT
BETWEEN
THE GOVERNMENT OF BARBADOS,
THE CARIBBEAN TOURISM ORGANIZATION
AND
THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES
FOR THE
PROVISION OF SPECIFIC SERVICES OF TECHNICAL COOPERATION FOR THE
STRENGTHENING OF THE CARIBBEAN TOURISM ORGANIZATION**

THIS AMENDMENT, made the 9th day of December, 2009, between the Government of Barbados ("GOVERNMENT"), the Caribbean Tourism Organization ("CTO") and the General Secretariat of the Organization of American States ("GENERAL SECRETARIAT"), serves to modify the Agreement between the Government of Barbados, the Caribbean Tourism Organization and the General Secretariat of the Organization of American States for the Provision of Specific Services of Technical Cooperation for the Strengthening of the Caribbean Tourism Organization (the "Agreement"), dated December 9th, 2009.

It is agreed upon by the GOVERNMENT, CTO and the GENERAL SECRETARIAT to amend the terms of the Agreement as follows:

I. For the first year of the Agreement, the Annual Contribution of the GENERAL SECRETARIAT shall be increased by fifty thousand dollars (USD \$50,000), and for the subsequent years of the Agreement, the Annual Contribution of the GENERAL SECRETARIAT may be increased in amounts to be determined depending on the budgetary allocations made available by the governing bodies of the GENERAL SECRETARIAT and subject to the availability of funds for activities decided by the Planning Committee. Those increases shall be disbursed proportionately and in the same manner as the Annual Contribution of the GENERAL SECRETARIAT. Accordingly, a new Section 4.3.c. shall be inserted in Article IV, which shall read as follows:

- c. The amount of the GENERAL SECRETARIAT Contribution corresponding to the first year of this Agreement shall be increased in the amount of USD \$50,000 (the "Contribution Increase"). For each subsequent year of the Agreement, the GENERAL SECRETARIAT Contribution may be increased subject to the budgetary allocations made available by the governing bodies of the GENERAL SECRETARIAT, and to availability of funds for activities decided by the Planning Committee (the "Subsequent Contribution Increases"). Disbursements from the Contribution Increase and Subsequent Contribution Increases shall be made concomitantly with the GENERAL SECRETARIAT Contribution and

as set forth in Article 4.3 of the Agreement, and by means of deposits to the account specified by the CTO coordinator identified in Article 8.2 of the Agreement and in accordance with the provisions of Article 5.1 of the Agreement.

II. The GENERAL SECRETARIAT shall disburse fifty percent of the amount of the Contribution of the GENERAL SECRETARIAT corresponding to the year 2009 upon signature of the Agreement by the duly authorized representatives of all Parties. Accordingly, section 4.3.a.i. shall be replaced with the following text:

i. Upon signature of this Agreement by the duly authorized representatives of all Parties, the GENERAL SECRETARIAT shall disburse to the CTO the sum of 50,000, equivalent to fifty per cent of the amount of the GENERAL SECRETARIAT Contribution for the year 2009; and

III. All other conditions of the Agreement not hereby amended are to remain in full force and effect.

IV. Pursuant to Article 9.2 of the Agreement, after execution by the duly authorized representatives of the Parties, this amendment shall be attached as an annex to the Agreement and form part thereof.

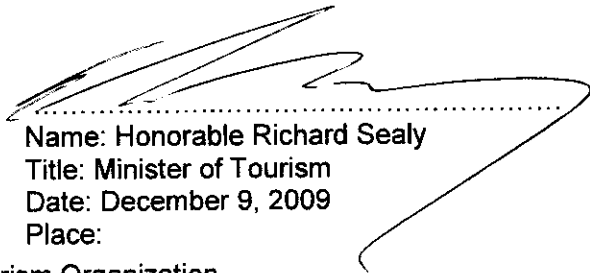
IN WITNESS WHEREOF, as evidence of the agreement of the Parties to amend the Agreement the undersigned, being duly authorized, have signed this Amendment in triplicate on the dates and at the places indicated below:

Organization of American States

Government of Barbados



Name: Richard Campbell
Title: Director, Office of Tourism
Date: December 9, 2009
Place:



Name: Honorable Richard Sealy
Title: Minister of Tourism
Date: December 9, 2009
Place:

Caribbean Tourism Organization



Name: Mr. Hugh Riley
Title: Secretary General
Date: December 9, 2009
Place:



CERTIFICATION

This is to certify that the Agreement between the Government of Barbados, the Caribbean Tourism Organization and the General Secretariat of the Organization of American States for the provision of Specific Services of Technical Cooperation for the Strengthening of the Caribbean Tourism Organization (“CTO”) was signed by the Parties in Bridgetown, Barbados on December 9th 2009.

On this day 19th January 2010, in Washington D.C., U.S.A., by

**General Secretariat of the
Organization of American States**

Government of Barbados

.....
Jose Miguel Insulza
Secretary General of the
Organization of American States

.....
His Excellency John E. Beale
Ambassador and Permanent
Representative

Caribbean Tourism Organization

.....
Mr. Hugh Riley
Secretary General