

Acuerdos Bilaterales

Clasificación: 11-2006

Fecha de Ingreso: 26 de abril de 2006

Nombre de Acuerdo: Cooperation Agreement between the General Secretariat of the Organization of American States through its Secretariat for Political Affairs, and the Government of Antigua and Barbuda for a Technical Assistance Project to Computerize Births, Deaths, Marriage, and Other Records at the Government's Civil Registry and for the provision of Advisory Services and/or Technical Assistance to the Government's Electoral Office

Materia:

Partes: SG/OEA & Antigua and Barbuda

Referencia: Antigua and Barbuda

Fecha de Firma: 9 de marzo de 2006

Fecha de Inicio:

Fecha de Terminación:

Lugar de Firma:

Unidad Encargada:

Persona Encargada:

Original:

Claves:

Cierre del proceso:



COOPERATION AGREEMENT
Between
THE GENERAL SECRETARIAT OF THE
ORGANIZATION OF AMERICAN STATES,
THROUGH ITS SECRETARIAT FOR POLITICAL
AFFAIRS,
And
THE GOVERNMENT OF ANTIGUA AND
BARBUDA

For
A Technical Assistance Project to Computerize Births,
Deaths, Marriage, and Other Records at the
Government's Civil Registry and for the provision of
Advisory Services and/or Technical Assistance to the
Government's Electoral Office

COOPERATION AGREEMENT
Between
THE GENERAL SECRETARIAT OF THE ORGANIZATION OF
AMERICAN STATES,
THROUGH ITS SECRETARIAT FOR POLITICAL AFFAIRS,
And
THE GOVERNMENT OF ANTIGUA AND BARBUDA
For
A Technical Assistance Project to Computerize Births, Deaths, Marriage, and
Other Records at the Government's Civil Registry and for the provision of
Advisory Services and/or Technical Assistance to the Government's Electoral
Office

The Parties to the present Agreement, the General Secretariat of the Organization of American States, (hereinafter referred to as the "GENERAL SECRETARIAT"), through its Secretariat for Political Affairs (hereinafter referred to as the "GS/SPA"), and the Government of Antigua and Barbuda (hereinafter referred to as the "GOVERNMENT");

Recognizing that in a January 4, 2005 letter to the Director of the Department of Democratic and Political Affairs, Her Excellency Deborah-Mae Lovell, Permanent Representative of Antigua and Barbuda to the Organization of American States, extended an invitation to the GENERAL SECRETARIAT to conduct a technical assistance project to computerize the Births, Deaths, Marriage and other Records at the GOVERNMENT's Civil Registry and to provide such advisory services or technical assistance as may be agreed upon by the Parties at the GOVERNMENT's Electoral Office; and

Considering that Article 111 of the Charter of the Organization of American States authorizes the GENERAL SECRETARIAT, as the central and permanent organ of the Organization of American States (hereinafter referred to as the "OAS"), to "promote economic, social, juridical, educational, scientific and cultural relations among the Member States of the Organization, ... in keeping with the actions and policies decided upon by the General Assembly and with the pertinent decisions of the Councils;"

NOW, THEREFORE, the Parties hereby enter into this Cooperation Agreement as follows:

ARTICLE I

Purpose

- 1.1 The purpose of this Agreement is to establish a mechanism of general and special cooperation for coordinating the activities of the Parties in a project of technical assistance designed to modernize and strengthen the Births, Deaths and Marriage Registry (hereinafter referred to as the "Civil Registry") and for the provision of such advisory services or technical assistance at the GOVERNMENT's Electoral Office as may be agreed upon by the duly authorized representatives of the Parties in a separate memorandum of understanding or letter agreement pursuant to Article V of this Agreement.

ARTICLE II

Information and Cooperation

- 2.1 The Parties shall regularly inform each other of activities of mutual interest, and they shall maintain close cooperation in regard to matters of common interest as described in Article III of this Agreement.
- 2.2 The Parties shall also establish special relations to coordinate or carry out joint activities as described in Articles IV and V, below.

ARTICLE III

Responsibilities of the Parties

- 3.1 The GOVERNMENT shall:
 - a. Provide sufficient, secure physical space at the civil registry for the installation of personal computers, servers, and related equipment. This will also include provision by the GOVERNMENT of adequate wiring for the equipment and sufficient space for the persons assigned to work on the new systems once those systems are operative;
 - b. Provide the services of sufficient numbers of qualified and trained personnel to carry out the functions of the systems being installed in the civil registry;
 - c. Inform the GS/SPA in writing of its plans regarding the matters contained in paragraphs a and b of this Section 3.1, and of enhancements to the staff in the civil registry, and give priority consideration to the requests of the GS/SPA in regard to these matters, thereby helping to make it possible for the GS/SPA to begin its part of the project under this Agreement; and

- d. Make available to the GS/SPA, copies of the applicable laws of Antigua and Barbuda (including any amendments thereto when adopted), and the policies governing the civil and electoral registries as they may relate to the common objectives of the Parties in the implementation of this Agreement and to any subsequent agreements between the Parties with regard to this project.

3.2 The GS/SPA shall:

- a. Inform the GOVERNMENT of GS/SPA's programs under development in areas of mutual interest, in particular those related to the strengthening and modernization of the civil and electoral registries among the OAS Member States that are also members of the Caribbean Community, and consider proposals from the GOVERNMENT regarding its possible participation in such programs;
- b. Provide advisory and technical services requested by the GOVERNMENT on the design of the new management and computer systems for the civil registry, emphasizing the security of information used to establish the identities of persons eligible to vote or for other purposes; sufficient computer hardware and software to carry out the project in the civil registry; and design and write the software for the new systems in close collaboration with the GOVERNMENT and officials of the civil registry, taking into account the laws relating to the registries and such policies, regulations, and practices as are used in the Antigua and Barbuda;
- c. Assist as requested in the writing of the terms of reference for any persons who may be hired or assigned to work in the civil registry; and
- d. Take under consideration the GOVERNMENT's written observations on matters of common interest.
- e. Determine when the responsibilities of its technical consultant, who will design and install the system and train its users, are terminated.

ARTICLE IV

Scope of Special Cooperative Relations

- 4.1 The Parties may develop special cooperative relations in areas of common interest relating to this Agreement, including, but not limited to, the following:
 - 4.1.1. The selection and training of local personnel as may be necessary to work on and maintain the project, including, but not limited to, those responsible for: (i) the production of such reports as may be needed; and (ii) the supervision of the quality control of the work, thereby helping to ensure: efficient and frequent secure back-ups of data in the system; the selection of secure paper on which to print certificates and other matters; and efficient management of the resources related to the project, including the final work product.

ARTICLE V

Identification and Implementation of Joint Projects and Activities

- 5.1 Within three months after the signing of this Agreement and by January 31st of each year thereafter during the time that this Agreement is in force, each Party shall present in writing to the other Party a document setting out a "Working Program" for the calendar year in progress. Each such document will include the proposed planning process in relation to this Agreement.
- 5.2 Each Party's Working Program shall contain proposals for the joint implementation of projects or activities of mutual interest.
- 5.3 Once it is jointly decided by the Parties which of the projects and activities in the Working Program are to be implemented, and the necessary funding and authorizations have been obtained, the Parties shall enter into a project-specific or activity-specific Memorandum of Understanding ("MOU") setting out the terms and conditions governing each such project and activity. Each MOU shall specify in detail the responsibilities and obligations of each Party, including, but not limited to, the nature and amount of the financial commitment undertaken by each of them.
- 5.4 The rights and responsibilities of the Parties in publications resulting from a specific joint project of activity shall be established in the corresponding MOU or in a separate agreement between them, as it may be agreed upon in writing by the duly authorized representatives of the Parties.

ARTICLE VI

Budgetary Limitations

- 6.1 The financial obligations incurred by the GENERAL SECRETARIAT as a result of this Agreement are subject to the availability of assigned resources from funds managed by the GENERAL SECRETARIAT as approved by the corresponding OAS political organ, or in the case of specific funds, as permitted under the specific terms governing appropriations from those funds. Nothing in this Agreement shall limit the authority of those organs to adopt, modify, or amend the OAS Program Budget, in accordance with the financial realities of the General Secretariat and of the OAS Member States.
- 6.2 The financial obligations incurred by the GOVERNMENT as a result of this Agreement are subject to the availability of assigned resources from funds managed by the GOVERNMENT according to its internal regulations.

ARTICLE VIII

Dispute Resolution and Privileges and Immunities

- 8.1 The Parties shall attempt to resolve amicably any disputes relating in any way to the interpretation or implementation of this Agreement. In the event that such resolution proves impossible, the Parties shall resolve their differences through a mutually agreeable, binding dispute resolution mechanism.
- 8.2 Nothing in this Agreement is to operate as an express or implied waiver of the privileges and immunities of either Party or its personnel under the laws of Antigua and Barbuda, the United States of America, or under International law.

ARTICLE IX

Term, Modification and Termination

- 9.1 This Agreement may be modified by written articles of amendment or an exchange of letters signed by the duly authorized representatives of the Parties, dated, and attached hereto.
- 9.2 This Agreement shall enter into force from the date upon which it is signed by both Parties. It shall remain in force until either Party notifies the other in writing, in accordance with Section of this Agreement, that it does not wish to continue the Agreement.
- 9.3 Either Party may terminate this Agreement by giving sixty days (60) prior written notice to the other Party.
- 9.4 The termination of this Agreement shall not affect the specific projects and activities then in progress and properly funded unless the corresponding MOU provides to the contrary.

ARTICLE VII

Institutional Coordination and Notice

- 7.1 The institution within the GENERAL SECRETARIAT responsible for carrying out and coordinating its obligations under this Agreement is the Secretariat for Political Affairs. All notices for the GENERAL SECRETARIAT in relation to this Agreement should be sent to:

Dr. Bruce Rickerson
Senior Specialist
Secretariat for Political Affairs
General Secretariat of the Organization of American States
1889 F Street, NW, Suite 653
Washington, D.C. 20006
Tel: 202 458 3770
Fax: 202 458 6299
E-Mail: brickerson@oas.org

- 7.2 The entity within the GOVERNMENT responsible for carrying out and coordinating its obligations under this Agreement is the Ministry of Justice. All notices for the GOVERNMENT in relation to this Agreement should be sent to:

Ms. Barbara Belle
Permanent Secretary, Ministry of Justice
Government of Antigua and Barbuda
Parliament Drive, St. John's
Antigua and Barbuda

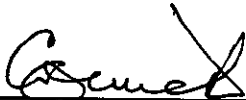
Tel: 268 461 2807
Fax: 268 462 2465
E-Mail: barbara.belle@antigua.gov.ag

- 7.3 Either Party may change the person designated to receive notice hereunder by so notifying the other Party in writing.

In Witness whereof, the duly authorized representatives of the Parties hereby subscribe to this Agreement, in duplicate originals, on the dates and at the locations set forth below.

FOR THE GOVERNMENT OF
ANTIGUA AND BARBUDA

FOR THE GENERAL SECRETARIAT OF
THE ORGANIZATION OF AMERICAN
STATES



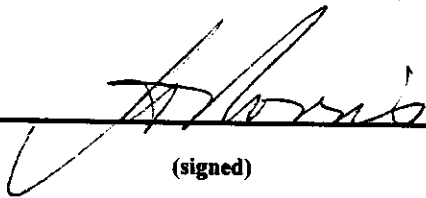
(signed)

The Honourable Colin V.A. Derrick
(name, printed)

Minister of Justice

(Title)

Date: 9th March 2006



(signed)

Ms. Cecily A. Norris
(name, printed)

**Director, Office of the General Secretariat in
Antigua and Barbuda**

(Title)

Date: 9th March 2006

Location: St. John's, Antigua and Barbuda