

Acuerdos Bilaterales

Clasificación: 22-2005

Fecha de Ingreso: 21 de marzo de 2005

Nombre de Acuerdo: Cooperation Agreement between the General Secretariat of the Organization of American States for the Inter-American Telecommunication Comisión (CITEL) and the European Conference of Postal and Telecommunications Administrations (CEPT)

Materia: Telecomunicaciones

Partes: SG/OEA & European Conference of Postal and Telecommunications Administrations

Referencia: ECPTA

Fecha de Firma: 21 de marzo de 2002

Fecha de Inicio: 21 de marzo de 2002

Fecha de Terminación: Indeterminada

Lugar de Firma: Estambul

Unidad Encargada: CITEL

Persona Encargada: Clovis Baptista

Original:

Claves:

Cierre del proceso:



**CO-OPERATION AGREEMENT
BETWEEN
THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES
FOR THE INTER-AMERICAN TELECOMMUNICATION COMMISSION (CITEL)
AND
THE EUROPEAN CONFERENCE OF POSTAL AND TELECOMMUNICATIONS
ADMINISTRATIONS (CEPT)**

The Parties to the present Agreement:

The General Secretariat of the Organization of American States ("GS/OAS"), through and for the Inter-American Telecommunication Commission ("CITEL"), represented by the CITEL Executive Secretary, and the European Conference of Postal and Telecommunications Administrations ("CEPT"), through the CEPT Presidency, represented by the CEPT President,

Considering

- a) 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;
- b) that CEPT is established by the Postal and Telecommunications Administrations of European countries and that for the purposes of this Co-operation Agreement the term «Administrations» shall mean the bodies that are responsible, at national level, for policy, decisions and public regulation in the field of posts and electronic communications,

Taking into account

- a) that in accordance with article 3 of its Statute, one of CITEL's functions is to maintain continuous contact with the various organizations in the field of communications;
- b) that according to Article 2 of the CEPT Arrangement, CEPT is an independent organisation which cooperates with the European Union, the European Free Trade Association and other relevant intergovernmental organisations as well as with other organisations concerned with posts and electronic communications,

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 CITEL's 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 that the mechanism by which the organs of the OAS may establish cooperative relations with other national and international institutions is through cooperative agreements signed by the Secretary General or his duly designated representative,

Recognizing that collaboration between CITEL and CEPT 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,

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 In particular the Parties will seek to meet the spirit of Resolution 58 of the ITU Plenipotentiary Conference, Kyoto 1994, regarding strengthening of relations with Regional Telecommunication Organizations.
- 1.3 The Parties will endeavour to facilitate co-ordination meetings between representatives of regional telecommunication organizations in connection with ITU conferences and meetings in order to ensure better co-ordination and exchange of information based on their respective experiences.
- 1.4 The Parties will respect the role of regional telecommunication organizations in preparatory discussions designed to facilitate the work of ITU conferences and meetings, and will cooperate with a view to enhance such preparatory discussions.
- 1.5 The Parties welcome the benefits that may accrue to them resulting from their co-operation in matters concerning general exchange of information, experience and documentation related to the development of telecommunications in both regions.

ARTICLE II **Exchange of Information**

- 2.1 The Parties will work to increase exchange of information and documentation related to telecommunication matters.
- 2.2 The Parties will endeavour to exchange views on preparations for ITU Conferences and meetings.
- 2.3 All copyright and other intellectual and industrial rights in exchanged information shall remain with the Originating Party.
- 2.4 The Originating Party shall not be held liable for further amendments introduced in its deliverables by the other Party.
- 2.5 The Parties undertake to make every endeavour to use electronic document handling mechanisms in their exchange of documents.

ARTICLE III **Reciprocal Representation**

- 3.1 To the extent permitted under their respective applicable rules and regulations, the Parties may agree to invite each other to send observers to their respective meetings, where matters of potential interest in the agreed work areas are to be discussed.
- 3.2 The extent of the observers' 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 may enter into supplementary arrangements through "memoranda of understanding" for implementing specific joint projects and activities within the framework of this Agreement. In those memoranda, the parties shall specify the appropriate dispute resolution mechanism.

ARTICLE V
Financing and Budgetary Limitations

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

ARTICLE VI
Languages

- 6.1 While fully recognizing that CITELE and CEPT have different official languages, correspondence between the Parties should be conducted in English.

ARTICLE VII
Institutional Coordination and Notice

- 7.1 The office within CITELE responsible for carrying out and coordinating its obligations under this Agreement is the Secretariat of CITELE. All notice for CITELE in relation to this Agreement should be sent to:

Executive Secretary of CITELE
General Secretariat of the Organization of American States
1889 F Street, N.W.
Washington, D.C. 20006
USA

- 7.2 The office within CEPT responsible for carrying out and coordinating its obligations under this Agreement is the CEPT Presidency. All notice for CEPT in relation to this Agreement should be sent to:

CEPT Presidency
c/o ERO
Nansensgade 19, 3rd floor
DK-1366 Copenhagen K
DENMARK

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

ARTICLE VIII
Privileges and Immunities

- 8.1 Nothing expressly stated or implied in this Agreement is to operate as a waiver of the privileges and immunities of the OAS, and its organs (including CITELE and the OAS General Secretariat), and their personnel, under the relevant agreements on privileges and immunities and under international law.
- 8.2 Nothing expressly stated or implied in this Agreement is to operate as a waiver of the privileges and immunities of the CEPT, and its organs (including Presidency, Troika and the "office", as referred to in the CEPT Arrangement), and 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 CEPT shall be that of independent entities, and nothing in this Agreement shall be construed to constitute either Party as an employee, partner, agent or member of the other.
- 9.2 In consequence with the foregoing, neither Party shall have authority to act for or to bind the other Party in any way, to make representations or warranties or to execute 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.

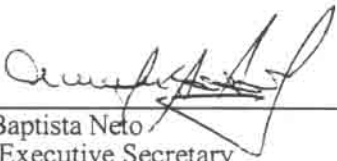
ARTICLE X
Term, Modification and Termination

- 10.1 This Agreement shall enter into force on the date it is signed by both Parties.
- 10.2 The Parties may amend this Agreement by a written agreement, dated and signed by their duly authorized Representatives, and attached hereto.
- 10.3 This Agreement shall remain in force indefinitely, but it may be terminated by mutual consent or by either Party by giving advanced written notice to the other.
- 10.4 Upon the termination of this Agreement, all the rights granted pursuant to this Agreement shall cease immediately and the Parties shall cease from distributing any information received pursuant to this Agreement. Notwithstanding the foregoing, the provisions of this Agreement related to ownership of rights shall survive any termination or expiration of this Agreement.

In Witness Whereof, the duly authorized Representatives of the Parties hereby subscribe to this Agreement, in duplicate originals, in English, French, German and Spanish in Istanbul, on this 21st day of March of 2002.

FOR THE OAS GENERAL SECRETARIAT

FOR THE CEPT



Clovis Baptista Neto
CITEL Executive Secretary



David Hendon
CEPT President