

## Acuerdos Bilaterales

Clasificación: 22-2006

Fecha de Ingreso: 26 de abril de 2006

Nombre de Acuerdo: Cooperation Agreement between the Caribbean Tourism Organization and the Caribbean Hotel Association and the General Secretariat of the Organization of American States through its Executive Secretariat for Integral Development

Materia:

Partes: SG/OEA & Caribbean Tourism Organization & Caribbean Hotel Association

Referencia: CTO & CHA

Fecha de Firma: 13 de abril de 2006

Fecha de Inicio:

Fecha de Terminación:

Lugar de Firma:

Unidad Encargada:

Persona Encargada:

Original:

Claves:

Cierre del proceso:



**Cooperation Agreement**

**Between**

**The Caribbean Tourism Organization**

**And**

**The Caribbean Hotel Association**

**And**

**The General Secretariat of the Organization of American States  
through its Executive Secretariat for Integral Development**

**Cooperative Agreement Between the Caribbean Tourism Organization, the Caribbean Hotel Association and the General Secretariat of the Organization of American States**

referred to herein as "DTTC") is a section within SEDI. Its purposes include: (a) providing support to OAS Member States in the area of tourism services as they relate to trade, competitiveness and sustainable development; (b) formulating, evaluating, and executing technical cooperation projects in the area of tourism and sustainable growth and development; (c) facilitating the exchange of information and promoting public/private sector cooperation in the area of tourism as it relates to trade; (d) collaborating with international, regional and sub-regional bodies as well as non-governmental organizations and the private sector in the area of tourism; and (e) identifying and promoting best practices in the use of information and communication technologies and Internet based resources to enhance the competitive performance of small and medium enterprises in the tourism industry.

5. On June 30, 2005, GS/OAS, CTO and the Government of Barbados entered into a four year agreement that seeks, *inter alia*, to continue the working relationship between GS/OAS and CTO under the auspices of the Government of Barbados in the "execution of an inter-American component within the Caribbean regional program of the CTO in the interest of OAS and CTO's Caribbean Member States."

6. On October 20, 2005, the CTO and the CHA entered into an agreement that seeks, *inter alia*, full cooperation between the region's tourism public and private sectors to allow tourism development to proceed in a coherent, effective and efficient manner.

7. The 2005 Summit of Heads of State and Government of the Americas reaffirmed the mandates of the OAS for the establishment of mechanisms to exchange good practices and innovative approaches for the development of micro, small and medium enterprises.

8. Integral development and combating poverty in the Americas are of paramount importance to the development and stability of the democracies in the Americas.

9. The Parties are committed to the sustainable development of tourism through the promotion of small and mid-scale tourism for the purpose of fostering the economic viability of the Caribbean region and its people.

10. Pursuant to Article 112(h) of the Charter of the Organization of American States and OAS General Assembly Resolution AG/RES. 57 (I-0/71), GS/OAS is authorized to establish cooperative relations with non-governmental organizations to facilitate cooperation in areas of common interest,

## Hereby Agree:

### ARTICLE I: **GENERAL COLLABORATION**

1.1 The Parties enter into this Cooperative Agreement (hereinafter referred to herein as the "Agreement") to cooperate in conducting, supporting, developing and implementing programs and activities in OAS Member States and elsewhere,<sup>1</sup> in cooperation with civil society and with domestic and international private and public institutions, aimed at alleviating poverty through entrepreneur and self-development programs in the field of tourism.

1.2 CTO, CHA and DTTC may identify, conduct, support, develop, and implement activities in other areas of cooperation in the field of tourism, including, for example, training and related services, applications of technology, activities to help increase collaboration with the private sector, and other areas of mutual interest to the Parties.

1.3 CTO, CHA and DTTC will maintain a complete and open exchange of information concerning questions of common interest to them, and they shall confer regularly for the purpose of coordinating their efforts to achieve objectives of common interest.

1.4 CTO, CHA and DTTC will seek to coordinate and cooperate with each other in carrying out related activities included by each Party in its respective annual work programs, with the purpose where possible of avoiding duplication of efforts and expenditures.

1.5 Activities that CTO, CHA and DTTC may agree to cooperate on include, but are not limited to, organization of seminars, meetings, conferences and round tables on matters of common interest; collaboration on joint projects, training, joint publications. See Paragraph 4.2, below.

1.6 CTO, CHA and DTTC plan to cooperate mainly in the following key areas of activity: (1) Small, Medium and Micro Enterprise Support/Enhancement, (2) Sustainable Tourism Development, (3) Tourism Safety and Security and (4) Product Quality, Standards and Certification. See Paragraph 4.2, below.

1.7 CTO, CHA and DTTC plan to coordinate efforts in developing internationally recognized skills-training and certification programs for the Caribbean tourism sector including, but not limited to, the hotel sector and the ancillary services sector. See Paragraph 4.2, below.

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<sup>1</sup> This Agreement shall not apply to any activity held in countries that are excluded from participation in the OAS.

1.8 CTO, CHA and DTTC shall seek to jointly coordinate the delivery of a uniform system for the monitoring and compliance of standards for the Caribbean hotels using the model already developed by GS/OAS under the Small Tourism Enterprise Program, thereby attempting to ensure consistency in tourism service and product quality. See Paragraph 4.2, below.

**ARTICLE II:  
OBLIGATIONS AND RESPONSIBILITIES OF THE CTO AND THE CHA**

2.1 The CTO and the CHA shall cooperate with DTTC in identifying areas of collaboration related to mutual priorities established by their respective organizations. To this end, CTO and CHA will collaborate with DTTC to provide access to valuable and relevant programs and services, and to facilitate the most conducive environment possible to maximize the potential of the Caribbean tourism industry.

2.2 The CTO and the CHA shall cooperate with and work with GS/OAS in fund-raising, marketing and other activities geared towards the development of the small tourism enterprise sector.

2.3 The CTO and the CHA shall cooperate with DTTC in formulating, designating, and implementing projects of interest to all Parties of this Agreement.

2.4 The CTO and the CHA shall attempt to obtain human, material, and financial resources for the execution of and participation in the projects which have been agreed to by all Parties.

2.5 The CTO and the CHA shall inform the GS/OAS liaison officer referred to in Article 4.1, in advance of their respective Board of Directors' meetings, shall invite DTTC to suggest topics for inclusion in the agenda for those meetings, and shall invite DTTC to attend them.

2.6 The CTO and the CHA shall provide GS/OAS with copies of their respective publications and other information relating to the common objectives of the Parties.

**ARTICLE III:  
OBLIGATIONS AND RESPONSIBILITIES OF GS/OAS**

3.1 To the extent provided under GS/OAS' Program Budget, and subject to availability without prejudicing GS/OAS' operations, GS/OAS through DTTC will support the CTO and the CHA to enable the CTO and the CHA to accomplish the Parties' mutual objectives within the framework of this Agreement. This support may also include assistance in the development of new projects and planning grants consistent with the objectives of the GS/OAS as well as technical assistance to conduct and evaluate such projects. Projects may be funded entirely by the GS/OAS or jointly funded by the

GS/OAS and the CTO and/or the CHA, and/or with the assistance of outside sources.

3.2 Pursuant to Memoranda of Understanding, Project Agreement, or an exchange of letters executed in accordance with Section 4.2, below, GS/OAS may assign certain functions to the CTO and/or to the CHA, such as the delivery of technical cooperation to OAS Member States for activities in relation to this Agreement emanating from mandates to the Organization of American States from the Presidential Summits, or any other activity of mutual interest and benefit to GS/OAS, the CTO and the CHA.

3.3 DTTC shall transmit to the CTO and the CHA copies of its publications and documents relating to the common activities of the Parties.

3.4 To the extent permitted under the applicable rules and regulations, DTTC shall invite the CTO and the CHA to send observers to DTTC's public meetings and to those of other OAS Organs on matters of common interest.

3.5 DTTC shall participate with the CTO and the CHA in joint activities and projects which are consistent with GS/OAS's purposes and functions in areas of common interest, and which further the common objectives of the Parties.

3.6 DTTC shall cooperate with the CTO and the CHA in formulating, designating, and implementing projects of mutual interest.

3.7 GS/OAS, through DTTC, shall consider recommendations made by the CTO and/or the CHA for inclusion of projects of common interest in GS/OAS' proposed Program Budget and the strategic plans for technical cooperation.

#### **ARTICLE IV: GENERAL PROVISIONS**

4.1 Each Party shall appoint a liaison officer who will serve as its representative for receiving and providing information and processing requests between the Parties in relation to the implementation of this Agreement. Each Party shall notify the others in writing of this appointment and any changes thereof.

4.1.1 The representatives of the Parties and their addresses for purposes of receiving notice with regard to this Agreement are as follows:

CTO:

Name: Vincent Vander-pool Wallace

Title: Secretary General

Address: One Financial Place, Collymore Rock, St. Michael, Barbados

Telephone: (246) 427-5542

Fax (246) 429-3065

Email:

**Cooperative Agreement Between the Caribbean Tourism Organization, the Caribbean Hotel Association and the General Secretariat of the Organization of American States**

**CHA:**

Name: Alec Sanguinetti  
Title: Director General  
Address: 1000 Ponce de Leon Ave, 5<sup>th</sup> Floor  
San Juan, Puerto Rico 00907  
Telephone: 787-925-9139  
Fax: 787-725-9108  
Email: asanguinetti@chahotels.org

**GS/OAS:**

Name: Dr. Sherry Stephenson  
Title: Director, a.i., DTTC  
Address: 1899 F Street, NW  
Dept./Unit: Tourism Section, DTTC (SEDI)  
Telephone: 202-458-3000  
Fax: 202-458-3156  
Email: sstephenson@oas.org

4.1.2 Any of the Parties may change its representative by providing written notice to the other Parties.

4.2 The Parties shall enter into a separate Memorandum of Understanding, Project Agreement, or exchange of letters, for each joint GS/OAS-CTO-CHA Project in which they participate. Each such document shall identify the sources of financing for the project, scope of work, and the respective obligations, rights, and privileges of the Parties.

4.3 Nothing in this Agreement shall constitute an express or implied waiver by any of the Parties of its privileges and immunities under the laws of the United States of America, Barbados, the Cayman Islands, or under international law.

4.4 Any controversy over the interpretation or implementation of this Agreement shall be resolved by negotiations among the Parties; however, in the event no agreement to resolve the controversy is possible, the matter shall be submitted to the American Arbitration Association for final and binding arbitration in Washington, D.C., in accordance with the rules and procedures of the Inter-American Commercial Arbitration Commission and the law of the District of Columbia, USA.

4.5 The law applicable to this Agreement is the law of the District of Columbia, USA.

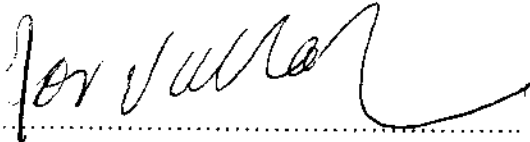
4.6 This Agreement may be modified or amended by subsequent agreement of the Parties, provided that such modifications or amendments are in writing, executed by the officials duly authorized to do so, dated, and affixed to this Agreement.

Cooperative Agreement Between the Caribbean Tourism Organization, the Caribbean Hotel Association and the General Secretariat of the Organization of American States

4.7 This Agreement shall run for an indefinite term, and it will enter into force once the signatures of the duly authorized representatives of each of the Parties are affixed below. Nonetheless, any Party, upon sixty days advanced written notice to the other Parties, may terminate this Agreement.

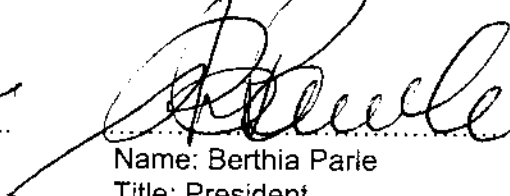
**IN WITNESS WHEREOF**, the duly authorized representatives of each of the Parties subscribe to three originals of this Agreement, each equally valid, on the dates and locations indicated below.

CARIBBEAN TOURISM ORGANIZATION



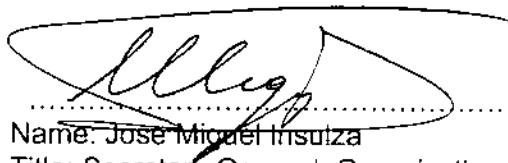
Name: Pamela Richards  
Title: Chairman  
Date: April 13, 2006  
Location: Washington D.C

CARIBBEAN HOTEL ASSOCIATION



Name: Berthia Parie  
Title: President  
Date: April 13, 2006  
Location: Washington D.C

GENERAL SECRETARIAT OF THE  
ORGANIZATION OF AMERICAN STATES



Name: Jose Miguel Insulza  
Title: Secretary General, Organization American States  
Date: April 13, 2006.  
Location: Washington D.C.