

Acuerdos Bilaterales

Clasificación: 27-2006

Fecha de Ingreso: 26 de abril de 2006

Nombre de Acuerdo: Memorandum of Understanding number One between the General Secretariat of the Organization of American States through its Secretariat for Political Affairs and the Government of Antigua and Barbuda for Implementation of the March 9, 2006 Cooperative Agreement 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 at 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:



MEMORANDUM OF UNDERSTANDING

NUMBER ONE

Between

**THE GENERAL SECRETARIAT OF THE
ORGANIZATION OF AMERICAN STATES
THROUGH ITS SECRETARIAT FOR POLITICAL
AFFAIRS**

And

**THE GOVERNMENT OF ANTIGUA AND
BARBUDA**

**For Implementation of the March 9, 2006 Cooperative Agreement
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 at the Government's Electoral Office**

**MEMORANDUM OF UNDERSTANDING
NUMBER ONE**

Between

**THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN
STATES THROUGH ITS SECRETARIAT FOR POLITICAL AFFAIRS,**

And

THE GOVERNMENT OF ANTIGUA AND BARBUDA

**For Implementation of the March 9, 2006 Cooperative Agreement 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 at the Government's Electoral Office**

The Parties to this Memorandum of Understanding Number One (hereinafter referred to as the "MOU"), 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");

Considering that on March 9, 2006, the Parties entered into a General Cooperation Agreement (hereinafter referred to as the "March 9, 2006 Agreement") to establish a mechanism of general and special cooperation for coordinating their activities in a project of technical assistance designed to modernize and strengthen the GOVERNMENT's civil registry (Births, Deaths, Marriages, etc.) and such advisory services or technical assistance as may be agreed to be provided to the electoral registry (the Electoral Office);

Taking into account that it is essential that there be: sufficient, secure physical space; sufficient numbers of capable and trained employees; adequate numbers and types of personal computers, servers, and related hardware; adequate computer programming tailored to the needs of the registries; sufficient numbers of qualified local support personnel in order for the new system and programs to be installed properly and used efficiently; sufficient related materials; and relevant revisions to the legislation and practices of Antigua and Barbuda relating to the registries; all in order to obtain the successful, sustainable development and implementation that will result in fully computerized databases that will provide the highest possible level of confidence in the accuracy of certificates that are used to establish the identities of persons (births, deaths, etc.) and to advise on and/or enhance the system to provide accurate information regarding persons eligible to vote;

Given that the Parties seek to initiate a joint project to strengthen and modernize the GOVERNMENT's civil registry and to provide such advisory services or assistance, as may be agreed by the Parties, at the electoral registry in Antigua and Barbuda, thereby

providing a modern, secure database of information that can be used independently, or as a basis for establishing identities for national and international transactions; and

Bearing in mind that Article V.5.3 of the March 9, 2006 Agreement provides that each joint project of the Parties shall be covered by a memorandum of understanding, setting out the terms and conditions governing the project, including, but not limited to, the mutual obligations and responsibilities of the Parties and the nature and amount of the financial commitment undertaken by each of them;

NOW, THEREFORE, the Parties hereby enter into this Memorandum of Understanding Number One, as follows:

ARTICLE I
Objectives and Scope of this MOU

1.1 This Project implemented pursuant to this MOU shall take the form of a technical assistance project to strengthen and modernize the GOVERNMENT's civil registry and provide such advisory services or technical assistance as may be agreed upon to the electoral registry, which shall have the following objectives:

1.1.1 To provide for secure computerized databases, housed in the civil registry of Births, Deaths, and Marriages, etc and such advisory services or technical assistance as may be agreed upon to be provided to the electoral registry.

1.1.2 To permit the printing of necessary certificates in the civil registry on security paper with an enhanced level of verification and security, to identify, as accurately as possible, persons for business transactions, legal matters, governmental benefits, passports, and other purposes.

1.1.3 To write computer programs to store and manage the data in the civil registry and to provide such advisory or technical assistance as may be needed and agreed upon in the electoral registry that meets the legal and related needs of the GOVERNMENT.

1.1.4 To train such local persons as may be needed while the computer programming is being written and the computerized system is being designed for the civil registry, so as to ensure the sustainability and success of the project to the fullest extent possible.

1.1.5 To make available to the GOVERNMENT and the registries, a Consultant, contracted for and supervised by the GS/SPA, who is experienced in the design of registry-related computer programs and management systems. The Consultant shall also provide advisory and technical services, as agreed upon by the GOVERNMENT and the GS/SPA as needed, until such time as it is decided by the GS/SPA to end the Consultant's assignment in Antigua and Barbuda.

1.1.6 To make possible such future, beneficial enhancements to the registries, as determined to be necessary by the Parties, subject to the availability of funding.

ARTICLE II
Specific Obligations of the GOVERNMENT.

2.1 The GOVERNMENT shall provide sufficient space to install and carry out the project in the civil registry, including space for personnel and equipment, prior to the beginning of activities by the GS/SPA under this MOU.

2.2 The GOVERNMENT shall provide sufficient levels of security at the civil registry to protect the computer hardware and software to be installed prior to the beginning of activities by the GS/SPA under this MOU.

2.3 The GOVERNMENT shall facilitate the storage of any equipment acquired for use in the project, prior to its installation, in a secure location until the equipment is installed in the civil registry.

2.4 The GOVERNMENT shall provide sufficient secure space to house and maintain any and all project-related equipment, regardless of where such equipment is located.

2.5 The GOVERNMENT shall provide sufficient numbers of capable and trained personnel to carry out the functions of the new systems in the civil registry.

2.6 The GOVERNMENT shall provide capable and qualified supervisors to manage the daily work in the civil registry.

2.7 The GOVERNMENT shall ensure that the Minister or Ministers Responsible for the registries, and such other officials as the GOVERNMENT deems appropriate, provide full, ongoing support for the project.

ARTICLE III
Specific Obligations of the GS/SPA

3.1 Subject to and consistent with its funding ability and without imposing a financial obligation on the GENERAL SECRETARIAT beyond that which it is willing and able to undertake, the GENERAL SECRETARIAT, through its Secretariat for Political Affairs ("GS/SPA"), shall cooperate with the GOVERNMENT in matters related to this MOU, including the following:

- a. Provide the services of a well-qualified and experienced systems designer and computer programmer (hereinafter referred to as the "OAS

Systems Designer”), until: (i) the GENERAL SECRETARIAT determines that the GS/SPA has completed the essential elements of the project for which it is responsible; or (ii) for any reason related to the GENERAL SECRETARIAT’s financial circumstances.

b. GENERAL SECRETARIAT personnel involved in the project will seek to make themselves familiar with the laws and practices of Antigua and Barbuda relating to the registries and to take those laws and practices into account in the design of the system, the computer programs, and the provision of other advisory and/or technical services.

c. GENERAL SECRETARIAT personnel shall train such local personnel in the new system and programs as may be needed to supervise, operate and maintain the system while the OAS Systems Designer is present in Antigua and Barbuda. This will include persons who bring to the project needed levels of knowledge and experience, as agreed by the Project Coordinators, in areas such as information technology, registry management, and end-users.

d. Based on a careful assessment of the needs of the registries by the OAS Systems Designer, and to the extent that it has sufficient funds to do so, the GS/SPA shall provide computer software and hardware (servers, personal computers, etc.) in order to set up the new computerized database management system in the civil registry and to enable it to run efficiently.

e. The GS/SPA shall designate a Program Coordinator for the Project who will supervise the work of the OAS Systems Designer, and maintain effective communications with the GOVERNMENT, in Washington, D.C through the GOVERNMENT’s Permanent Mission to the OAS, and in Antigua and Barbuda, with appropriate Ministries and other high-level officials, the Elections Commission, managers and supervisors of the registries, etc.

ARTICLE IV Project Coordination

4.1 Each Party shall appoint a Project Coordinator who will work with the Project Coordinator of the other Party in assuring the successful implementation of this Project. The Project Coordinators shall communicate regularly on Project developments and shall meet as they mutually deem necessary either in Washington, D.C. or in Antigua and Barbuda or in other mutually agreed sites for that purpose and to carry out other Project functions.

4.2 The Project Coordinator for GS/SPA shall be Bruce Rickerson, Ph.D., who may be reached at:

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

4.3 The Project Coordinator for the GOVERNMENT shall be Ms. Barbara Belle, who may be reached at:

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

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

4.4 Either party may change the Project Coordinator notifying the other Project Coordinator in writing.

ARTICLE V General Terms and Conditions

5.1 The Parties shall attempt to resolve amicably any disputes relating in any way to the interpretation and/or implementation of this MOU. In the event that such amicable resolution proves to be impossible, the Parties shall resolve their differences by final and binding arbitration in Washington, D.C. in accordance with the rules of procedure of the Inter-American Commercial Arbitration Commission and the law of the District of Columbia, United States of America. District of Columbia, USA, law shall also apply to the substance of this MOU.

5.2 Nothing in this MOU 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.

5.3 The Parties may amend this MOU by an amendment or an exchange of letters signed by their duly authorized Representatives, dated, and attached hereto.

5.4 This MOU shall be in force for a term of one year from the date upon which it is signed by both Parties, unless extended in writing, prior to its expiration date, by the authorized representatives of the Parties.

SIGNED by the duly authorized representatives of the Parties on this 9th day of March, 2006, in duplicate originals, in St. John's, Antigua and Barbuda

FOR THE GOVERNMENT OF
ANTIGUA AND BARBUDA

FOR THE GENERAL SECRETARIAT OF
THE ORGANIZATION OF AMERICAN
STATES



(signed)

(signed)

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

Ms. Cecily Norris
(name, printed)

Minister of Justice
(Title)

Director, Office of the General Secretariat
in Antigua and Barbuda
(Title)

Date: 9th March 2006

Date: 9th March 2006

Location: St. John's, Antigua and Barbuda