

Acuerdos Bilaterales

Clasificación:	30-2004
Fecha de Ingreso:	9 de febrero de 2004
Nombre de Acuerdo:	Cooperation Agreement
Materia:	Relaciones Generales de Cooperación
Partes:	SG/OEA y Caribbean Association of National, Telecommunication Organizations
Referencia:	CANTO
Fecha de Firma:	11/11/2003
Fecha de Inicio:	11/11/2003
Fecha de Terminación:	
Lugar de Firma:	Washington D.C / Port of Spain, Trinidad & Tobago
Unidad Encargada:	
Persona Encargada:	
Original:	
Claves:	
Cierre del proceso:	

**COOPERATION AGREEMENT BETWEEN THE
GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES THROUGH
THE INTER-AMERICAN AGENCY FOR COOPERATION AND DEVELOPMENT
AND
THE CARIBBEAN ASSOCIATION OF NATIONAL TELECOMMUNICATION
ORGANIZATIONS**

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The Parties to the present Agreement, the General Secretariat of the Organization of American States ("GS/OAS") through the Inter-American Agency for Cooperation and Development ("IACD"), represented by the Honorable L. Ronald Scheman, Director General of the IACD; and The Caribbean Association of National Telecommunication Organizations (CANTO), represented by Mr. Cornelius B. Prior Jr., Chairman and the highest academic authority of the CANTO.

Recalling that the Organization of American States ("OAS") established the IACD as an entity for the promotion, coordination, management, and facilitation of the planning and execution of partnership for development projects, programs and activities within the framework of the Strategic Plan for Partnership of its Inter-American Council for Integral Development ("CIDI");

Considering that the IACD's central mission, as established in its Business Plan, is to help OAS Member States "accelerate their development through the application of technical cooperation and training, with special emphasis on cooperation among the Latin American and Caribbean nations;"

Taking into account that the IACD's objective is to become a leading supplier of technical cooperation and training in the region to accelerate the pace of economic development and to address the issues of poverty reduction and social imbalances, and that it seeks to achieve that mandate by developing projects that attract private sector experience and financing so as to expand beyond traditional grants and thus leverage available project funding;

Recognizing that the IACD's success depends, in part, on its ability to work with a global institution, or institutions, that have formed close and important regional and local relationships and which can assist in new development programs;

Taking into account that the CANTO is a non profit trade association to serve the needs of telephone operating companies in the Caribbean with the objective, then and now, is to establish a forum through which Caribbean Telecommunication Organizations may exchange information and expertise pertaining to the telecommunications field, generate inputs for orderly growth of the sector, formulate policy and consider matters of mutual interest to its members;

Considering that CANTO's goal is to encourage and contribute to constructive dialogue between its members and policy administrators involved in creating the appropriate framework for the telecommunications sector in the Caribbean with 45 members from 28 countries in the region

Have agreed 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 to strengthen connectivity, with a special emphasis on rural and underserved areas, in the Caribbean region through the application of information technologies, as well as other areas that shall be mutually agreed upon and based on programs approved by the OAS General Assembly, CIDI and the IACD.

ARTICLE II

Information and Cooperation

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

ARTICLE III

Responsibilities of the Parties

- 3.1 CANTO shall:
 - a. Collaborate with the IACD in the design and development of socio-educational, economic and cultural initiatives that promote access to connectivity, including but not limited to telephony and Internet services, particularly for those in low-income populations and remote communities of the Caribbean. Initiatives may include the use of satellite technology for increasing connectivity and access to the Internet for educational purposes, as well as others that may be mutually agreed upon.
 - b. Recommend to its member companies to collaborate with the IACD in expanding educational opportunities throughout the Caribbean.
 - c. Work with the IACD to provide reduced and/or free access to the Internet for schools and Ministries of Education of the region.
 - d. To enable teachers and students to fiancé low cost computers, supplied in collaboration with the AICD, to be paid for through the interested individual's telephone bill within one or two years time or according to what may be mutually agreed upon.
 - e. Support the IACD in identifying and implementing various initiatives to develop educational programs and expand access to those programs through the use of information technology;
 - f. Advise the IACD on cooperative efforts with regional partners, methods to modernize the educational and communication systems of the Caribbean, as well as on other matters within the scope of this Agreement;

- g. Send to IACD on request a copy of the Statutes, Ordinances and the policies governing CANTO's operations as they may relate to the common objectives of the Parties and the implementation of this Agreement and subsequent agreements between the Parties; and
- h. Present to IACD, before December 15 of each year, an Annual Report describing: (1) the activities carried out under this Agreement during the previous year; (2) the activities it proposes to carry out during the current year; and (3) a current list of its executive officers and of its affiliated centers or institutions in the member states of the OAS.

3.2 The IACD shall:

- a. Collaborate with CANTO providing information for internet expansion possibilities for educational opportunities and social development in the Caribbean
- b. Collaborate with CANTO in the design and development of socio-educational, economic and cultural initiatives that promote access to knowledge, learning and training through the use of information technology;
- c. Provide advisory services requested by CANTO on technical, social, economic and/or cultural issues in the OAS member states related to the programs approved by the Inter-American Council for Integral Development ("CIDI") and the OAS General Assembly;
- d. Inform CANTO of IACD programs under development in areas of mutual interest, in particular those related to providing access to educational programs and scholarships, and consider CANTO's participation in them;
- e. Invite representatives of CANTO to technical meetings of IACD/OAS bodies, to the extent permitted under their rules, when matters regarding human development are to be discussed and/or when CANTO expresses its interest in participating in any of such meetings; and
- f. Take account of CANTO's written observations on matters of common interest.

ARTICLE IV

Scope of Special Cooperative Relations

- 4.1 The Parties may develop special cooperative relations in areas of common interest including, but not limited to, the following:
 - a. The development and implementation of joint projects for improving access to knowledge and learning through information technology;
 - b. The exchange of bibliographical and multimedia materials and access to data bases and general information related to joint projects;
 - c. The exchange of documents and specific information concerning all projected activities and all programs for work that may be of interest to both institutions;

- d. The exchange of technical and professional personnel and specialized information between CANTO and the IACD for specific activities;
- e. Joint professional meetings on matters of common interest; and
- f. Joint training and research facilities for the use of the parties.

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 that this Agreement is in force, each Party shall present in writing to the other a document setting out a "Working Program" for the calendar year in progress.
- 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 project-specific or activity-specific Memoranda of Understanding ("MOU") setting out the terms and conditions governing each such project and activity. Each MOU shall specify in detail the mutual responsibilities and obligations of the Parties, 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 mutually agreed upon by the parties.

ARTICLE VI

Budgetary Limitations

- 6.1 The financial obligations incurred by IACD as a result of this Agreement are subject to the availability of assigned resources from funds managed by the IACD Executive Secretariat as approved by the IACD or its corresponding 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 IACD Program Budget, in accordance with the financial realities of the General Secretariat, the IACD, and of the OAS member states. The financial obligations incurred by UWI as a result of this Agreement are subject to the availability of assigned resources from funds managed by UWI, as approved by its Finance and General Purposes Committee in accordance with its internal regulations.

ARTICLE VII
Dispute Resolution

- 7.1 The Parties shall attempt to resolve amicably any disputes arising out of this Agreement. In the event that proves impossible, the Parties shall resolve their differences by binding arbitration in accordance with the procedures of the Inter-American Commercial Arbitration Commission, in Washington, D.C.
- 7.2 Nothing expressly stated or implied in this Agreement is to operate as a waiver of the privileges and immunities of the OAS, GS/OAS, IACD or its personnel under the laws of the United States, Trinidad and Tobago or under International law.
- 7.3 Nothing expressly stated or implied in this Agreement is to operate as a waiver of the privileges and immunities of CANTO or its personnel under the laws and regulations of Trinidad and Tobago or under International law.

ARTICLE VIII
Term, Modification and Termination

- 8.1 This Agreement may be modified by written articles of amendment or an exchange of letters signed by the duly authorized Representatives of both Parties, dated, and attached hereto.
- 8.2 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 that it does not wish to continue the Agreement.
- 8.3 Either Party may terminate this Agreement by giving sixty calendar days prior written notice to the other.
- 8.4 The termination of this Agreement shall not affect the specific projects and activities then in progress and properly funded unless the corresponding MOU provides the contrary.

ARTICLE IX
Institutional Coordination and Notice

- 9.1 The institution within GS/OAS responsible for carrying out and coordinating GS/OAS obligations under this Agreement is the Executive Secretariat of the Inter-American Agency for Cooperation and Development. All notices for GS/OAS in relation to this Agreement should be sent to:

The Director General
Inter-American Agency for Cooperation and Development
General Secretariat of the Organization of American States
1889 F Street, NW
Washington, D.C. 20006
Tel: 202 458 3783
Fax: 202 458 3526

9.2 The institution within CANTO responsible for carrying out and coordinating its obligations under this Agreement is TheTO BE FILLED OUT BY CANTO:

Chairman

Caribbean Association of National Telecommunications Organizations

67 Picton Street, Newtown,

Port of Spain,

Republic of Trinidad and Tobago, West Indies.

Phone: 868 622-4781 / 3770

Fax: 868 622-3751

E-Mail: canto@wow.net

Website: www.canto.org

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

In Witness whereof, the duly authorized representatives of the Parties hereby subscribe to this agreement, in duplicate originals, in the places and on the dates indicated below.



Selby Wilson
Secretary General
For The Caribbean Association of
National Telecommunication
Organizations

November 11 2003
Port of Spain, Trinidad & Tobago



L. Ronald Scheman
Director General, IACD
For the General Secretariat of The
Organization of American States

November 11 2003
Washington, D.C. USA

WITNESS OF HONOR

FOR THE GENERAL SECRETARIAT OF
THE ORGANIZATION OF
AMERICAN STATES

November 11 2003
Washington, DC USA