

Acuerdos Bilaterales

Clasificación: 37-2005

Fecha de Ingreso: 22 de marzo de 2005

Nombre de Acuerdo: Cooperation Agreement between the General Secretariat of the Organization of American States for the Inter-American Telecommunications Comisión (CITEL) and the African Telecommunications Union (ATU)

Materia: Telecomunicaciones

Partes: SG/OEA & African Telecommunications Union

Referencia: UPAEP

Fecha de Firma: 13 de junio de 2003

Fecha de Inicio: 13 de junio de 2003

Fecha de Terminación: Por tiempo indefinido

Lugar de Firma:

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 AFRICAN TELECOMMUNICATIONS UNION
(ATU)**

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 African Telecommunications Union ("ATU"), represented by the ATU Secretary General,

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 ATU is an agency of the African Union (AU) that was established by the 4th Extra Ordinary Session of the Conference of Plenipotentiaries of the Pan African Telecommunications Union (PATU) on 7th December 1999 as the successor to the Pan-African Telecommunications Union; to promote the rapid development of info-communications in Africa in order to achieve universal service and access, in addition to full inter-country connectivity, in the most effective manner;

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 in accordance with Article 32 of ATU Constitution, the Union shall collaborate with international bodies whose activities and interests are related to telecommunications;

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,

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.

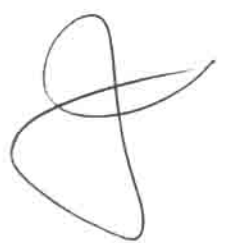
ARTICLE VI
Languages

- 6.1 While fully recognizing that CITEL and ATU have different official languages, correspondence between the Parties should be conducted in English or French.

ARTICLE VII
Institutional Coordination and Notice

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

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



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

GENERAL SECRETARIAT
African Telecommunications Union
P. O. Box 35282
Nairobi
Kenya
Tel: +254 2 216678
Fax : +254 2 219445
Email : sg@atu-uat.org

- 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 CITEL 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 ATU, and its organs, 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 ATU 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.

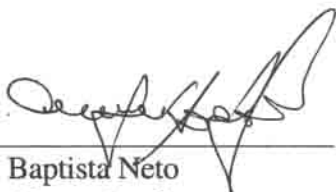
ARTICLE X **Term, Modification and Termination**

- 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.

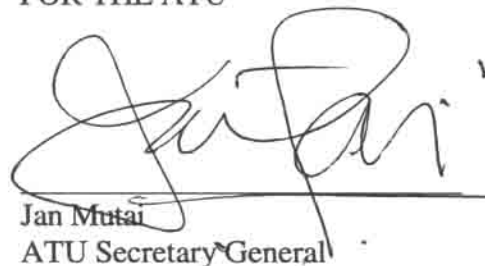
In Witness Whereof, the duly authorized Representatives of the Parties hereby subscribe to this Agreement, in duplicate originals, in English and French in Geneva, on this 13 June 2003.

FOR THE OAS GENERAL SECRETARIAT



Clovis Baptista Neto
CITEL Executive Secretary

FOR THE ATU



Jan Mutai
ATU Secretary General