

## Acuerdos Bilaterales

Clasificación: 42-2005

Fecha de Ingreso: 23 de marzo de 2005

Nombre de Acuerdo: Cooperation Agreement between the Inter-American Telecommunication Comisión of the Organization of American States and the European Telecommunications Standards Institute

Materia: Telecomunicaciones

Partes: SG/OEA & European Telecommunications Standards Institute

Referencia: ETSI

Fecha de Firma: 17 de julio de 2001

Fecha de Inicio: 17 de julio de 2001

Fecha de Terminación: Tiempo indefinido

Lugar de Firma: Washington, D.C.

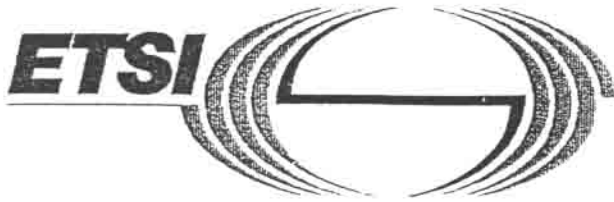
Unidad Encargada: CITEL

Persona Encargada: Clovis Baptista

Original:

Claves:

Cierre del proceso:



## Co-operation Agreement

Between the Inter-American Telecommunication Commission of  
the Organization of American States

and

the European Telecommunications Standards Institute

The Parties to the present Agreement: the General Secretariat of the Organization of American States through and for the Inter-American Telecommunication Commission ("CITEL"), represented by the CITEL Executive Secretary, duly authorized, and the European Telecommunications Standards Institute ("ETSI"), represented by its Director-General,

Considering 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;

Taking into account 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;

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 (1-0/71) 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;

Taking into account that ETSI undertakes pre-standardization and standardization activities in areas common to telecommunications, information technology, sound and television broadcasting, and produces European standards (ENs) in the field of telecommunications;

Further taking into account that ETSI aims to contribute to world-wide standardization at the international level and is the recognized European Standardization Organization for telecommunications;

Recognizing that ETSI is authorized to enter into cooperative relations with CITEL,

Recognizing that collaboration between CITEL and ETSI 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 in the hemisphere;

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 Specifically, the Parties shall coordinate and cooperate with each other in carrying activities included by both Parties in their annual work program, with the purpose of avoiding duplication of efforts and expenditures.
- 1.3 Activities that the Parties may agree to cooperate on include, but are not limited to, organization of seminars, meetings and round tables on matters of common interest; collaboration on joint projects; training; joint publications.

## ARTICLE II

### Exchange of Information

- 2.1 The Parties shall keep each other regularly informed concerning programs and activities of mutual interest.
- 2.2 The Parties shall send to each other their documents and publications relating to programs and activities of mutual interest, except for those that are subject to special restrictions.
- 2.3 Within agreed work areas, each Party shall make available to the other copies of working documents and drafts on request and free of royalties. Each Party shall strictly limit the dissemination of documents it receives from the other to its participants and solely for the purpose of technical activities relating to each Party's work program. All copyright and other intellectual and industrial rights in those documents and any copies thereof shall remain with the Originating Party. The principles of the ETSI Intellectual Property Rights (IPR) policy shall apply for ETSI standards.
- 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 endeavor to use electronic document handling mechanisms in their exchange of documents.

## ARTICLE III

### Reciprocal Invitations

- 3.1 To the extent permitted under their respective applicable rules and regulations, the Parties shall invite each other to send an observer to their respective meetings, where matters of potential interest are to be discussed.
- 3.2 The extent of the observer's 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 shall 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 IV, paragraph 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 Correspondence between the Parties shall be conducted in English or Spanish (depending on the case).

## 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  
e-mail: citel@oas.org  
Tel: + 202 458-3004  
Fax: + 202 458-6854

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

Director-General of **ETSI**  
European Telecommunications Standards Institute  
650 Route des Lucioles  
F-06921 Sophia Antipolis Cedex, France  
e-mail: secretariat@etsi.fr  
Tel: + 33 492 94 42 00  
Fax: + 33 493 65 47 16

- 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.

ARTICLE IX

Relationship of the Parties

- 9.1 The relationship between the CITEI and ETSI 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 sixty days prior 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 and indemnification 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 Washington, on this 17<sup>th</sup> day of July 2001

*Washington  
DC*

FOR ETSI

FOR THE OAS GENERAL SECRETARIAT

*Karl Heinz Rosenbrock*

Karl Heinz Rosenbrock  
Director-General of ETSI

ETSI  
650, Route des Lucioles  
F-09621 Sophia Antipolis, France

*Clovis Jose Baptista Neto*

Clovis Jose Baptista Neto  
Executive Secretary of CITEI

CITEI  
1889 F Street, N.W.  
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