

Acuerdos Bilaterales

Clasificación: 45-2005

Fecha de Ingreso: 23 de marzo de 2005

Nombre de Acuerdo: Cooperation Agreement between the General Secretariat of the Organization of American States through and the Telecommunications Industry Association

Materia: Telecomunicaciones

Partes: SG/OEA & Telecommunications Industry Association

Referencia: TIA

Fecha de Firma: 20 de agosto de 2001

Fecha de Inicio: 20 de agosto 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 General Secretariat of the
Organization of American States through
and
The Telecommunications Industry Association

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, and the Telecommunications Industry Association ("TIA"), represented by its President,

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 the mechanism by which the organs of the OAS may establish cooperative relations with other national and international institutions through cooperative agreements signed by the Secretary General or his duly designated representative;

JSB

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Taking into account that **TIA** undertakes pre-standardization and standardization activities in areas common to telecommunications through a consensus-based process including all interested parties;

Further taking into account that **TIA** has been accredited by the American National Standards Institute (ANSI) and has ensured **TIA's** compliance with ANSI's rules for openness and balance;

Further Taking into account that **TIA** aims to contribute to world-wide standardization at the international level and works closely with standards organizations in Europe and Asia;

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

Recognizing that collaboration between **CITEL** and **TIA** 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.
- 1.4 The work areas of cooperation between the Parties, appear in Annex I of this Agreement, which is an integral part of this Agreement.



ARTICLE II
Exchange of Information

- 2.1 The Parties shall keep each other regularly informed concerning programs and activities of mutual interest in the areas set out in Annex I.
- 2.2 The Parties shall send to each other their documents and publications relating to programs and activities set out in Annex 1, except for those that are subject to special restrictions.
- 2.3 Within the agreed work areas in Annex I, 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 TIA's Intellectual Property Rights policy shall apply for TIA 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 Representation

- 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 in the agreed work areas in Annex I 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 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
Tel: + 202 458-3004
Fax: + 202 458-6854

- 7.2 The office within **TIA** responsible for carrying out and coordinating its obligations under this Agreement is that of the Senior Vice President, Standards and Special Projects. All notice for **TIA** in relation to this Agreement should be sent to:



Senior Vice President for Standards / Special Projects
Telecommunications Industry Association
2500 Wilson Boulevard, Suite 300
Arlington, Virginia 22209 USA
Tel: + 1 703 907 7703
Fax: + 1 703 907 7727
E-mail: dbart@tia.eia.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 CITES 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 CITES and TIA 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.



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- 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 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 DC, on this 20th day of August 2006.


FOR THE OAS GENERAL SECRETARIAT

FOR TIA



Clovis Jose Baptista Neto
Executive Secretary of CITEI

CITEI
1889 F Street, N.W.2500
Washington, D.C. 20006



Matthew J. Flanigan
President, TIA

TIA
Wilson Boulevard, Suite 300
Arlington, VA 22201



Annex 1

Mapping of work areas of co-operation between CITEI and TIA

1 - TIA and CITEI plan to cooperate on a conference that would include participation of the ITU and potentially other regional (or sub-regional) telecommunications organizations, as well as the private sector from the region. The goal of the conference is to enhance regional coordination of policy and regulatory initiatives in order to create an environment conducive to promoting private investment and competition that will lead to network modernization and infrastructure deployment.

2 - TIA, as an ANSI and an ITU-T accredited Standards Development Organization, recognizes the importance of telecommunications standards development on a global level and especially within the Americas' region. In as such, TIA and CITEI plan to cooperate on matters of telecommunication standardization to enhance regional and global coordination and harmonization of technical standardization issues and specifications to facilitate network interconnectivity, interoperability, network modernization and infrastructure deployment.

Primary areas of cooperation would include activities involving CITEI PCC.I, *Public Telecommunications Services* and PCC.III, *Radiocommunications*. TIA, with at least eleven engineering committees and over 70 engineering subcommittees, produces a wide array of technical documents and standards. Areas of cooperation between CITEI and TIA may encompass work within the aforementioned committees or other areas of mutual interest that may arise due to technological development and changing technological trends and priorities. For more comprehensive identification and understanding, below are (1) examples of work areas that TIA has been and is actively involved; and (2) informational references regarding TIA's standard-related activities, engineering committees, etc.

Examples of TIA standardization activity include:

1. Mobile and fixed communications that pertain to terrestrial and satellite systems
2. User premises telephone equipment and requirements
3. Fiber optic systems and equipment
4. Voice and data transmission equipment, interfaces and systems (*i.e.*, modems and facsimile)



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5. General areas of import to today's technological environment that include multimedia and broadband, Internet protocol technology and advanced wireless networks, services and terminals.
6. Global and future generation systems and networks.

TIA Standardization activity references:

1. <http://www.tiaonline.org/standards/star/>- 1999 TIA Standards & Technology Annual Report
2. <http://www.tiaonline.org/standards/>- TIA Standards & Technology Web page

