

Acuerdos Bilaterales

Clasificación: 51-2004

Fecha de Ingreso: 16 de junio de 2004

Nombre de Acuerdo: Cooperative Agreement

Materia: Turismo

Partes: SG/OEA & The Sustainable Tourism Foundation

Referencia: STF

Fecha de Firma: 4/14/2004

Fecha de Inicio: 4/14/2004

Fecha de Terminación:

Lugar de Firma:

Unidad Encargada:

Persona Encargada:

Original:

Claves:

Cierre del proceso:

**COOPERATIVE AGREEMENT
BETWEEN
THE SUSTAINABLE TOURISM FOUNDATION
AND THE
GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN
STATES, THROUGH THE INTER-SECTORAL UNIT OF TOURISM**

The Parties to this Agreement, The Sustainable Tourism Foundation ("STF"), a nonprofit corporation incorporated in the District of Columbia, with offices at 1889 F. Street N.W., Room No. 650, Washington, D.C. 20006-4499, and the General Secretariat of the Organization of American States ("GS/OAS"), a public international organization with offices at 1889 F Street N.W., Washington, D.C. 20006-4499, through its Inter-Sectoral Unit of Tourism ("UTUR").

Considering, that The activities and objects to be promoted and carried out by the STF are for promoting social and economic development in the countries in the Caribbean and in Central and South America through programs, projects, and activities focused on: education and training for jobs in the tourism sector, poverty alleviation, support of investment in small tourism-related enterprises, supporting the building and maintenance of institutional capacity in government to promote development of the tourist sector, and other charitable activities consonant with these purposes.

Considering, that the STF seeks:

- (1) To promote, facilitate and help strengthen collaboration among the private sector, government, civil society, international, regional, and sub-regional organizations for the purpose of promoting, establishing, and improving sustainable tourism programs and projects in countries in the Caribbean, and in Central and South America;
- (2) To promote, facilitate and help establish, maintain, and strengthen government, civil society, and private sector programs for the purpose of establishing, maintaining, and expanding sustainable tourism programs and activities in countries in the Caribbean, and in Central and South America;
- (3) To support training and human resource development in the tourism sector for the purpose of building institutional capacity and improving the competitiveness of the tourism sector in the Caribbean and in Central and South America;
- (4) To promote integral development in countries in the Caribbean and in

Central and South America by helping to improve the competitiveness of small tourism enterprises, through the provision of technical assistance and training and support of employment to raise the standard of living of low income individuals;

- (5) To provide and arrange for technical assistance to countries in the Caribbean and Central and South America for the above-mentioned activities;
- (6) To support the activities of the Inter-Sectoral Unit of Tourism of the General Secretariat of the Organization of American States in programs, projects and activities consonant with the purposes set forth in Paragraphs (1) through (5), above; and
- (7) To solicit and provide funds, services and in-kind contributions for all the above mentioned purposes from public and private entities.

Taking Into Account, that the GS/OAS through its Inter-Sectoral Unit of Tourism and through other activities, seeks to fight poverty, to foster education, and to promote the development and expansion of sustainable tourism in the Western Hemisphere..

Recognizing, that pursuant to Article 111(h) of the OAS Charter and AG/RES. 57 (I-0/71), GS/OAS is authorized to establish cooperative relations with non-governmental organizations ("NGO's") to facilitate cooperation in areas of common interest.

Have Agreed,

ARTICLE I **GENERAL COLLABORATION**

1.1 The Parties shall cooperate mutually to conduct, support, develop, and implement programs, projects, and activities focused on education and training for employment in the tourism sector, poverty alleviation, support of investment in small tourism-related enterprises, supporting the building and maintenance of institutional capacity in government, civil society, international, regional, and sub-regional organizations, etc., to promote development of the tourism sector in OAS Member States and elsewhere in cooperation with civil society and with private and public institutions.

1.2 The Parties will maintain a complete and open exchange of information concerning questions of common interest to them, and they shall confer regularly for the purpose of coordinating their efforts to achieve objectives of common interest.

range plans for future projects.

3.7 The STF shall provide GS/OAS with copies of all of its publications and other information relating to the common objectives of the Parties.

3.8 The STF shall provide a link on the STF's website to the GS/OAS website.

ARTICLE IV **OBLIGATIONS AND RESPONSIBILITIES OF GS/OAS**

4.1 To the extent provided under its Program Budget, and subject to availability without prejudicing GS/OAS' operations, GS/OAS, through the UTUR, will support the STF through the provision of financial, material, and staff support to enable the STF to accomplish its objectives. This support may include, for example, financial contributions for administrative and program activities, space and equipment for the STF's operations, and the provision of services such as office facilities, equipment, services, telephone, internet, messenger, transportation, and maintenance. This support may also include, for example, funding for projects consistent with the objectives of the GS/OAS and the STF, assistance in the development of new projects, planning grants, as well as technical consultants and staff to plan, conduct, and evaluate such projects. Projects may be funded entirely by the GS/OAS or jointly funded by the GS/OAS and the STF, and/or with the assistance of outside sources.

4.2 Subject to availability and without prejudicing GS/OAS' operations, GS/OAS may also contribute to the overall development of the STF through fundraising assistance, preparation of marketing materials, linkages with other international organizations and potential donors in both the public and private sectors, provision of advisory services such as consultants and the assignment of staff to the STF, and payment of travel expenses.

4.3 Pursuant to Memoranda of Understanding or an exchange of letters executed in accordance with Section 5.3, below, GS/OAS may assign certain functions to the STF, such as the delivery of technical cooperation to OAS Member States for activities emanating from mandates to the Organization from the Presidential Summits, or any other activity of mutual interest and benefit to GS/OAS and the STF.

4.4 GS/OAS shall transmit to the STF copies of its publications and documents relating to the common activities of the Parties.

4.5 To the extent permitted under the applicable rules and regulations, GS/OAS shall invite the STF to send observers to its public meetings and to those of other OAS Organs on matters of mutual interest.

4.6 GS/OAS and the UTUR shall participate with the STF in joint activities and projects which are consistent with GS/OAS's purposes and functions in areas of common interest, and which further the common objectives of the Parties.

4.7 GS/OAS shall cooperate with the STF in formulating, designating, and implementing projects of mutual interest.

4.8 GS/OAS and the UTUR shall consider recommendations made by the STF for inclusion of projects of common interest in GS/OAS' proposed Program Budget and the strategic plans for technical cooperation.

4.9 GS/OAS shall provide a link on GS/OAS' website to the STF website, and, provided that the STF's activities are in furtherance of the common interest of the Parties, GS/OAS may carry information about the STF and its activities on GS/OAS' website, including, for example, the website of GS/OAS' Inter-Sectoral Unit of Tourism.

4.10 GS/OAS agrees that the STF may feature the OAS Logo on the STF's letterhead and on other publications and items, provided that the STF's activities are in furtherance of the common interest of the Parties.

ARTICLE V **GENERAL PROVISIONS**

5.1 Each Party shall appoint a liaison officer who will serve as its representative for receiving and providing information and processing requests between the Parties in relation to the implementation of this Agreement. As needed, the GS/OAS liaison officer shall arrange for the participation of the various GS/OAS departments, units, or offices ("GS/OAS Offices") in addressing topics of mutual interest to the Parties that fall within the GS/OAS Offices' respective responsibilities and areas of administrative competence. Each Party shall notify the other in writing of this appointment and any changes thereof.

5.2 Upon this Agreement becoming effective, the Director of the UTUR shall appoint a representative to be an Ex-officio member of the STF's Board of Directors.

5.3 The Parties shall enter into a separate Memorandum of Understanding, Project Agreement, or exchange of letters, for each GS/OAS Project in which they participate jointly with the STF. Each such document shall identify the sources of financing for the project, scope of work, and the respective obligations, rights, and privileges of the Parties.

5.4 Any controversy over the interpretation or implementation of this Agreement shall be resolved by mutual agreement between the Parties; however, in the event no such agreement is possible, the matter shall be submitted to binding arbitration in Washington, D.C., in accordance with the rules and procedures of the Inter-American Commercial Arbitration Commission.

5.5 This Agreement may be modified or amended by subsequent agreement of the Parties, provided that such modifications or Amendments are in writing, executed by the officials authorized to do so, dated, and affixed to this Agreement.

5.6 This Agreement shall run for an indefinite term, and it will enter into force once the signature of the duly authorized representatives of the Parties is affixed below. Nonetheless, either Party, upon sixty days' advanced written notice to the other, may terminate this Agreement.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties subscribe to two duplicate originals of this Agreement, each equally valid, on the date indicated below.

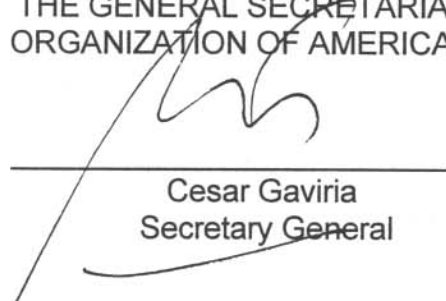
THE SUSTAINABLE TOURISM
FOUNDATION



Alvaro Lopez- Cayzedo
Member, Board of Directors

Date: 4/14/04

THE GENERAL SECRETARIAT OF THE
ORGANIZATION OF AMERICAN STATES



Cesar Gaviria
Secretary General

Date: _____