

## Acuerdos Bilaterales

Clasificación: 63-2005

Fecha de Ingreso: 20 de junio de 2005

Nombre de Acuerdo: Agreement between E-Link Americas and the General Secretariat of the Organization of American States through the Executive Secretariat for Integral Development for the Promotion of Connectivity in the Americas

Materia:

Partes: SG/OEA & E-Link Americas

Referencia: ELA

Fecha de Firma: 26 de mayo de 2005

Fecha de Inicio: 26 de mayo de 2005

Fecha de Terminación: Indefinido

Lugar de Firma:

Unidad Encargada: SEDI

Persona Encargada: Antoine Chevrier

Original:

Claves:

Cierre del proceso:

**AGREEMENT  
BETWEEN  
E-LINK AMERICAS  
AND THE  
GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN  
STATES THROUGH THE EXECUTIVE SECRETARIAT FOR  
INTEGRAL DEVELOPMENT  
FOR THE PROMOTION OF CONNECTIVITY IN THE AMERICAS**

**The Parties to this Agreement**, E-Link Americas, a nonprofit corporation located at 1 Hines Road, Ottawa, Ontario, K3K 3C7, Canada, and the General Secretariat of the Organization of American States (hereinafter referred to as "GS/OAS"), a public international organization with its headquarters located at 1889 F Street N.W., Washington, D.C. 20006, USA, through the Executive Secretariat for Integral Development (hereinafter referred to as "SEDI").

**REMEMBERING**, that the leaders of the Western Hemisphere, in the recent Declaration of Nuevo León, reaffirmed their "commitment to build a people-centered, inclusive, and development-oriented information society, inspired by objectives of social inclusion, poverty reduction, and progress in the framework of balanced economic and social development;"

**REMEMBERING**, that in response to the mandates of the Third Summit of the Americas in Quebec City, the Canadian government created the Institute for Connectivity in the Americas as an institution to promote the utilization of information and communications technologies in the hemisphere;

**TAKING INTO ACCOUNT**, that as part of its strategic plan, the Institute for Connectivity in the Americas established E-Link Americas as a not-for-profit institution dedicated to the provision of low cost connectivity for social purposes in the hemisphere;

**TAKING INTO ACCOUNT**, that the GS/OAS has a central role to play in implementing inter-American mandates issued by the Summit of the Americas process and its ministerial meetings and that the GS/OAS has a network of local offices in the Member States that can assist the GS/OAS in this implementation;

**LOOKING FORWARD**, to the Fourth Summit of the Americas to be held in Argentina in November 2005, where the Heads of State and Government of the Western Hemisphere will measure the progress made in meeting Summit mandates and will establish joint priorities for the region;

HAVE AGREED,

ARTICLE I  
PURPOSE AND SPECIFIC OBJECTIVES

1.1 The purpose of this Agreement is to promote information and communication technologies in the Western Hemisphere, particularly via the provision of low-cost connectivity for social purposes through activities of mutual interest between the Parties.

1.2 The specific objectives of this Agreement are:

- a. enhanced participation of GS/OAS in the delivery of connectivity projects for the benefit of OAS Member State institutions;
- b. provision of an affordable solution for existing and future projects financed by GS/OAS and/or by other entities that require low-cost connectivity in order to achieve beneficial results;
- c. increased efficiency in the operations of E-Link Americas via closer linkages with GS/OAS operations in OAS Member States; and
- d. collaboration between GS/OAS, E-Link Americas and its parent organization, the Institute for Connectivity in the Americas, in identifying, developing, and implementing plans, projects, and methodologies designed to help meet the mandates of the Summit of the Americas on issues related to information and communication technologies.

ARTICLE II  
RESPONSIBILITIES OF THE PARTIES

2.1 E-Link Americas and the GS/OAS, through SEDI, shall:

- a. Agree on a joint work plan, within three months after the signing of this Agreement and by January 31st of each year thereafter, containing specific activities furthering the purpose of this Agreement;
- b. Disseminate through their governing bodies and other networks their activities and results of their joint initiatives related to this Agreement;

- c. Once it is jointly decided by the Parties which projects and activities in the work plan 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 and how the GS/OAS will be compensated for its participation in the delivery of its projects and activities. This MOU requirement applies to all joint projects and activities of the Parties, regardless of whether the project or activity is formally included in a work plan. The rights and responsibilities of the Parties in publications resulting from a specific joint project or activity shall be established in the corresponding MOU or in a separate agreement between them.

### ARTICLE III BUDGETARY IMPLICATIONS

3.1 The financial obligations incurred by each Party as a result of this Agreement are subject to approval by their respective governing bodies. 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 IV INSTITUTIONAL COORDINATION AND NOTICE

4.1 The entity within the GS/OAS responsible for carrying out and coordinating its obligations under this Agreement is SEDI. All notices related to this Agreement should be sent to:

Executive Secretary  
Executive Secretariat for Integral Development  
General Secretariat of the Organization of American States  
1889 F Street, N.W.  
Washington, D.C. 20006  
Tel: 202 458-6875  
Fax: 202 458-3822  
E-mail: [BStevenson@oas.org](mailto:BStevenson@oas.org)

4.2 E-Link Americas is responsible for carrying out and coordinating its obligations under this Agreement. All notices related to this Agreement should be sent to:

E-Link Americas  
1 Hines Road, Suite 301  
Ottawa, Ontario, K3K 3C7  
Tel: 613-271-1300  
Fax: 613-271-9428  
E-mail: [cmunante@elinkamericas.net](mailto:cmunante@elinkamericas.net)

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

#### ARTICLE V DISPUTE RESOLUTION

5.1 The Parties shall attempt to resolve amicably any disputes which may arise between them related to the interpretation or implementation of this Agreement. In the event that proves unsuccessful, the Parties shall submit such dispute to the American Arbitration Association for final and binding arbitration in Washington, D.C. in accordance with the rules of procedure of the Inter-American Commission on Commercial Arbitration and the law of the District of Columbia, USA.

5.2 Nothing stated or implied in this Agreement is to operate as a waiver of the privileges and immunities of the OAS, the GS/OAS, or their personnel under the laws of the United States of America, Canada, or international law.

#### ARTICLE VI TERM, MODIFICATION AND TERMINATION

6.1 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 the Agreement.

6.2 This Agreement shall have an indefinite duration, and it will enter into force once it is signed by both Parties.

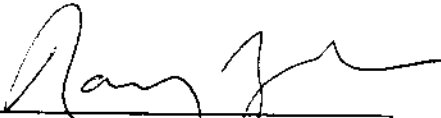
6.3 Notwithstanding paragraph 6.2, above, either Party may terminate this Agreement at any time by giving written notice to the other Party at least sixty (60) days prior to the date of termination.


6.4 Termination of this Agreement shall not cancel or rescind specific projects and activities then in progress and properly funded, unless a corresponding MOU or other written agreement between the Parties provides to the contrary.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties subscribe to this Agreement, in duplicate originals:

**For E-Link Americas**

**For the General Secretariat  
of the Organization of American States**

  
\_\_\_\_\_  
**Randy Zadra**  
**Chairman and CEO**

  
\_\_\_\_\_  
**Ambassador Luigi R. Einaudi**  
**Acting Secretary General**

May 26, 2005  
\_\_\_\_\_  
Date

18 May 05  
\_\_\_\_\_  
Date