

## Acuerdos Bilaterales

Clasificación: 83-2005

Fecha de Ingreso: 26 de Octubre de 2005

Nombre de Acuerdo: Cooperation Agreement & Memorandum of Understanding (Number One) between the General Secretariat of the Organization of American States through its Office for the Promotion of Democracy of its Department of Democratic and Political Affairs and the Government of the Commonwealth of Dominica

Materia:

Partes: SG/OEA & Commonwealth of Dominica

Referencia: Dominica

Fecha de Firma: 15 de diciembre de 2004

Fecha de Inicio:

Fecha de Terminación:

Lugar de Firma:

Unidad Encargada:

Persona Encargada: Bruce Rickerson

Original:

Claves:

Cierre del proceso:

**COOPERATION AGREEMENT**  
**Between**  
**THE GENERAL SECRETARIAT OF THE ORGANIZATION OF**  
**AMERICAN STATES,**  
**THROUGH ITS OFFICE FOR THE PROMOTION OF DEMOCRACY OF**  
**ITS DEPARTMENT OF DEMOCRATIC AND POLITICAL AFFAIRS,**  
**And**  
**THE GOVERNMENT OF THE COMMONWEALTH OF DOMINICA**

The Parties to the present Agreement, the General Secretariat of the Organization of American States, (hereinafter referred to as the "GENERAL SECRETARIAT), through its Office for the Promotion of Democracy of its Department of Democratic and Political Affairs, and the Government of the Commonwealth of Dominica (hereinafter referred to as the "GOVERNMENT");

Recognizing that in a November 20, 2002 letter to the Secretary General of the Organization of American States, the late Prime Minister of the Commonwealth of Dominica, the Honorable Pierre Charles, extended an invitation to the GENERAL SECRETARIAT to conduct a technical assistance project to computerize the Births, Deaths, Marriage and other Records at the GOVERNMENT'S Registry and at the GOVERNMENT'S Electoral Office.;

Considering that Article 111 of the Charter of the Organization of American States authorizes the GENERAL SECRETARIAT, as the central and permanent organ of the Organization of American States (hereinafter referred to as the "OAS"), to "promote economic, social, juridical, educational, scientific and cultural relations among the Member States of the Organization. ... in keeping with the actions and policies decided upon by the General Assembly and with the pertinent decisions of the Councils:" and

Bearing in mind that the GENERAL SECRETARIAT's Office for the Promotion of Democracy (hereinafter referred to as "GS/OPD ") of its Department for Democratic and Political Affairs (hereinafter referred to as "GS/DDPA"), in the GS/OPD's founding document (AG/RES. 1063 (XX-O-90)), was assigned by the OAS General Assembly to provide support to the member states "to preserve their political institutions and democratic procedures."

**NOW, THEREFORE,** the Parties hereby enter into this Cooperation Agreement as follows:

## ARTICLE I

### Purpose

- 1.1 The purpose of this Agreement is to establish a mechanism of general and special cooperation for coordinating the activities of the Parties in a project of technical assistance designed to modernize and strengthen the Births, Deaths and Marriage Registry (hereinafter referred to as the "Civil Registry") and the GOVERNMENT'S Electoral Office.

## ARTICLE II

### Information and Cooperation

- 2.1 The Parties shall regularly inform each other of activities of mutual interest, and they shall maintain close cooperation in regard to matters of common interest as described in Article III of this Agreement.
- 2.2 The Parties shall also establish special relations to coordinate or carry out joint activities as described in Articles IV and V, below.

## ARTICLE III

### Responsibilities of the Parties

- 3.1 The GOVERNMENT shall:
  - a. Provide sufficient, secure physical space at each of the registries for the installation of personal computers, servers, and related equipment. This will also include provision by the GOVERNMENT of adequate wiring for the equipment and sufficient space for the persons assigned to work on the new systems once those systems are operative;
  - b. Provide the services of sufficient numbers of qualified and trained personnel to carry out the functions of the systems being installed in the registries;
  - c. Inform the GS/OPD in writing of its plans regarding the matters contained in paragraphs a and b of this Section 3.1, and of enhancements to the staff in the registries, and give priority consideration to the requests of the GS/OPD in regard to these matters, thereby helping to make it possible for the OAS/OPD to begin its part of the project under this Agreement; and

- d. Make available to GS/OPD, copies of the applicable laws of Dominica (including any amendments thereto when adopted), and the policies governing the civil and electoral registries as they may relate to the common objectives of the Parties in the implementation of this Agreement and to any subsequent agreements between the Parties with regard to this project.

3.2 The GS/OPD shall:

- a. Inform the GOVERNMENT of GS/OPD's programs under development in areas of mutual interest, in particular those related to the strengthening and modernization of the civil and electoral registries among the OAS member states that are also members of the Caribbean Community, and consider proposals from the GOVERNMENT regarding its possible participation in such programs;
- b. Provide advisory and technical services requested by the GOVERNMENT on the design of the new management and computer systems for each of the registries, emphasizing the security of information used to establish the identities of persons eligible to vote or for other purposes; sufficient computer hardware and software to carry out the project in each registry; and design and write the software for the new systems in close collaboration with the GOVERNMENT and officials of the registries, taking into account the laws relating to the registries and such policies, regulations, and practices as are used in the Commonwealth of Dominica;
- c. Assist as requested in the writing of the terms of reference for any persons who may be hired or assigned to work in the registries; and
- d. Take under consideration the GOVERNMENT'S written observations on matters of common interest.
- e. Determine when the responsibilities of its technical consultant, who will design and install the system and train its users, are terminated.

## ARTICLE IV

### Scope of Special Cooperative Relations

- 4.1 The Parties may develop special cooperative relations in areas of common interest relating to this Agreement, including, but not limited to, the following:
  - a. The selection and training of local personnel as may be necessary to work on and maintain the project, including, but not limited to, those responsible for: (i) the production of such reports as may be needed; and (ii) the supervision of the quality control of the work, thereby helping to ensure: efficient and frequent secure back-ups of data in the system; the selection of secure paper on which to print certificates and other

matters; and efficient management of the resources related to the project, including the final work product.

## ARTICLE V

### Identification and Implementation of Joint Projects and Activities

- 5.1 Within three months after the signing of this Agreement and by January 31<sup>st</sup> of each year thereafter during the time that this Agreement is in force, each Party shall present in writing to the other Party a document setting out a "Working Program" for the calendar year in progress. Each such document will include the proposed planning process in relation to this Agreement.
- 5.2 Each Party's Working Program shall contain proposals for the joint implementation of projects or activities of mutual interest.
- 5.3 Once it is jointly decided by the Parties which of the projects and activities in the Working Program are to be implemented, and the necessary funding and authorizations have been obtained, the Parties shall enter into a project-specific or activity-specific Memorandum of Understanding ("MOU") setting out the terms and conditions governing each such project and activity. Each MOU shall specify in detail the responsibilities and obligations of each Party, including, but not limited to, the nature and amount of the financial commitment undertaken by each of them.
- 5.4 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, as it may be agreed upon in writing by the authorized representatives of the Parties.

## ARTICLE VI

### Budgetary Limitations

- 6.1 The financial obligations incurred by the GENERAL SECRETARIAT as a result of this Agreement are subject to the availability of assigned resources from funds managed by the GENERAL SECRETARIAT as approved by the corresponding OAS political organ, or in the case of specific funds, as permitted under the specific terms governing appropriations from those funds. Nothing in this Agreement shall limit the authority of those organs to adopt, modify, or amend the OAS Program Budget, in accordance with the financial realities of the General Secretariat and of the OAS member states.

6.2 The financial obligations incurred by the GOVERNMENT as a result of this Agreement are subject to the availability of assigned resources from funds managed by the GOVERNMENT according to its internal regulations.

## ARTICLE VII

### Institutional Coordination and Notice

7.1 The institution within the GENERAL SECRETARIAT responsible for carrying out and coordinating its obligations under this Agreement is the Unit for the Promotion of Democracy. All notices for the GENERAL SECRETARIAT in relation to this Agreement should be sent to:

Dr. Bruce Rickerson  
Senior Specialist  
Office for the Promotion of Democracy  
General Secretariat of the Organization of American States  
1889 F Street, NW, Suite 653  
Washington, D.C. 20006  
Tel: 202 458-3770  
Fax: 202 458-6299  
E-Mail: brickerson@oas.org

7.2 The entity within the GOVERNMENT responsible for carrying out and coordinating its obligations under this Agreement is the Registrar General. All notices for the GOVERNMENT in relation to this Agreement should be sent to:

Mr. Reginald Winston  
Registrar General  
Dame Eugenia Charles Boulevard  
Bay Front  
Roseau, Commonwealth of Dominica  
  
Tel: (767) 448-2401, ext. 3388/3428  
Fax: (767) 440-3753  
E-Mail: Regie32@hotmail.com

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

## ARTICLE VIII

### Dispute Resolution and Privileges and Immunities

8.1 The Parties shall attempt to resolve amicably any disputes relating in any way to the interpretation or implementation of this Agreement. In the event that such resolution proves impossible, the Parties shall resolve their differences through a mutually agreeable, binding dispute resolution mechanism.

8.2 Nothing in this Agreement is to operate as an express or implied waiver of the privileges and immunities of either Party or its personnel under the laws of the Commonwealth of Dominica, the United States of America, or under International law.

## ARTICLE IX

### Term, Modification and Termination

9.1 This Agreement may be modified by written articles of amendment or an exchange of letters signed by the duly authorized representatives of the Parties, dated, and attached hereto.

9.2 This Agreement shall enter into force from the date upon which it is signed by both Parties. It shall remain in force until either Party notifies the other in writing, in accordance with Section of this Agreement, that it does not wish to continue the Agreement.

9.3 Either Party may terminate this Agreement by giving sixty days (60) prior written notice to the other Party.

9.4 The termination of this Agreement shall not affect the specific projects and activities then in progress and properly funded unless the corresponding MOU provides to the contrary.

6.2 The financial obligations incurred by the GOVERNMENT as a result of this Agreement are subject to the availability of assigned resources from funds managed by the GOVERNMENT according to its internal regulations.

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Mr. Reginald Winston  
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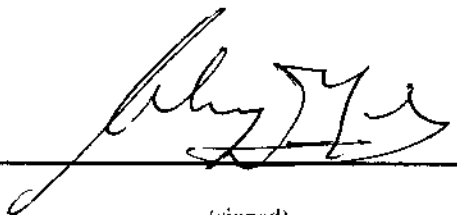
9.3 Either Party may terminate this Agreement by giving sixty days (60) prior written notice to the other Party.

9.4 The termination of this Agreement shall not affect the specific projects and activities then in progress and properly funded unless the corresponding MOU provides to the contrary.

In Witness whereof, the duly authorized representatives of the Parties hereby subscribe to this Agreement, in duplicate originals, on the dates and at the locations set forth below.

FOR THE COMMONWEALTH OF  
DOMINICA

FOR THE GENERAL SECRETARIAT OF  
THE ORGANIZATION OF AMERICAN  
STATES



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(signed)

Mr. Henry Dyer  
(name, printed)

Hon. Attorney General and Minister for Legal  
Affairs, Immigration, and Labour  
(Title)

Date: 12/15/04



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(signed)

Mr. Paul Brown  
(name, printed)

Director, Office of the General Secretariat in Dominica  
(Title)

Date: 12/15/04

Location: Attorney General's Chambers, Government Headquarters, Roseau, Commonwealth of Dominica

## MEMORANDUM OF UNDERSTANDING NUMBER ONE

Between

THE GENERAL SECRETARIAT OF THE ORGANIZATION  
OF AMERICAN STATES THROUGH ITS OFFICE FOR THE PROMOTION OF  
DEMOCRACY OF ITS DEPARTMENT OF DEMOCRATIC AND POLITICAL  
AFFAIRS,

And

THE GOVERNMENT OF THE COMMONWEALTH OF DOMINICA

The Parties to this Memorandum of Understanding Number One (hereinafter referred to as the "MOU"), the General Secretariat of the Organization of American States (hereinafter referred to as the "GENERAL SECRETARIAT") through its Office for the Promotion of Democracy (hereinafter referred to as "GS/OPD") of its Department of Democratic and Political Affairs, and the Government of the Commonwealth of Dominica (hereinafter referred to as the "GOVERNMENT");

Considering that on December 15, 2004, the Parties entered into a General Cooperation Agreement (hereinafter referred to as the "September 2004 Agreement") to establish a mechanism of general and special cooperation for coordinating their activities in a project of technical assistance designed to modernize and strengthen the GOVERNMENT'S civil registry (Births, Deaths, Marriages, etc.) and the electoral registry (the Electoral Office);

Taking into account that it is essential that there be: sufficient, secure physical space; sufficient numbers of capable and trained employees; adequate numbers and types of personal computers, servers, and related hardware; adequate computer programming tailored to the needs of the registries; sufficient numbers of qualified local support personnel in order for the new system and programs to be installed properly and used efficiently; sufficient related materials; and relevant revisions to the legislation and practices of Dominica relating to the registries; all in order to obtain the successful, sustainable development and implementation that will result in fully computerized databases that will provide the highest possible level of confidence in the accuracy of certificates that are used to establish the identities of persons (births, deaths, etc.) and to enhance a system to provide accurate information regarding persons eligible to vote;

Given that the Parties seek to initiate a joint project to strengthen and modernize the civil and electoral registries in Dominica, thereby providing a modern, secure database of information that can be used independently, or as a basis for establishing identities for national and international transactions; and

Bearing in mind that Article V.5.3 of the December ~~15~~ 2004 Agreement provides that each joint project of the Parties shall be covered by a memorandum of understanding, setting out the terms and conditions governing the project, including, but not limited to, the mutual obligations and responsibilities of the Parties and the nature and amount of the financial commitment undertaken by each of them:

**NOW, THEREFORE**, the Parties hereby enter into this Memorandum of Understanding Number One, as follows:

## ARTICLE I

### Objectives and Scope of this MOU

1.1 This Project implemented pursuant to this MOU shall take the form of a technical assistance project to strengthen and modernize the GOVERNMENT'S civil and electoral registries, which shall have the following objectives:

1.1.1 To provide for secure databases, housed in the civil and electoral registries, of Births, Deaths, and Marriages, etc., and of persons eligible to vote.

1.1.2 To permit the printing of necessary certificates in the civil registry on security paper with an enhanced level of verification and security, to identify, as accurately as possible, persons for business transactions, legal matters, governmental benefits, passports, and other purposes.

1.1.3 To write computer programs to store and manage the data in both registries that meets the legal and related needs of the GOVERNMENT.

1.1.4 To train such local persons as may be needed while the programming is being written, so as to ensure the sustainability and success of the project to the fullest extent possible.

1.1.5 To make available to the GOVERNMENT and the registries, a Consultant, contracted for and supervised by the GENERAL SECRETARIAT, who is experienced in the design of registry-related computer programs and management systems. The Consultant shall also provide advisory and technical services, as agreed upon by the GOVERNMENT and the GENERAL SECRETARIAT, as needed, until such time as it is decided by the GENERAL SECRETARIAT to end the Consultant's assignment in Dominica.

1.1.6 To make possible such future, beneficial enhancements to the registries, as determined to be necessary by the Parties.

ARTICLE II  
Specific Obligations of the GOVERNMENT.

2.1 The GOVERNMENT shall provide sufficient space to install and carry out the project in both of the registries, including space for personnel and equipment, prior to the beginning of activities by the OAS/UPD under this MOU.

2.2 The GOVERNMENT shall provide sufficient levels of security at both of the registries to protect the computer hardware and software to be installed prior to the beginning of activities by the OAS/UPD under this MOU.

2.3 The GOVERNMENT shall facilitate the storage of any equipment acquired for use in the project, prior to its installation, in a secure location until the equipment is installed in the registries.

2.4 The GOVERNMENT shall provide sufficient secure space to house and maintain any and all project-related equipment, regardless of where such equipment is located.

2.5 The GOVERNMENT shall provide sufficient numbers of capable and trained personnel to carry out the functions of the new systems in both registries.

2.6 The GOVERNMENT shall provide capable and qualified supervisors to manage the daily work in both of the registries.

2.7 The GOVERNMENT shall ensure that the Ministers Responsible for the registries, and such other officials as the GOVERNMENT deems appropriate, provide full, ongoing support for the project.

ARTICLE III  
Specific Obligations of the GENERAL SECRETARIAT

3.1 Subject to and consistent with its funding ability and without imposing a financial obligation on the GENERAL SECRETARIAT beyond that which it is willing and able to undertake, the GENERAL SECRETARIAT, through its Office for the Promotion of Democracy ("GS/OPD"), shall cooperate with the GOVERNMENT in matters related to this MOU, including the following:

- a. provide the services of a well-qualified and experienced systems designer and computer programmer (hereinafter referred to as the "OPD Systems Designer"), until; the GENERAL SECRETARIAT determines that the GS/OPD has completed the essential elements of the project for which it is responsible; or for any reason related to the GENERAL SECRETARIAT's financial circumstances.
- b. GENERAL SECRETARIAT personnel involved in the project will seek to make themselves familiar with the laws and practices of Dominica relating

to the registries and to take those laws and practices into account in the design of the system and of the computer programs.

- b. train such local personnel in the new system and programs as may be needed to supervise, operate and maintain the system while the OPD Systems Designer is present in Dominica. This will include persons who bring to the project needed levels of knowledge and experience, as agreed by the Project Managers, in areas such as information technology, registry managers, and end-users.
- c. Based on a careful assessment of the needs of the registries by the OPD Systems Designer, and to the extent that it has sufficient funds to do so, provide computer software and hardware (servers, personal computers, etc.) in order to set up the new system and to enable it to run efficiently.
- d. Designate a program manager for the Project who will supervise the work OPD Systems Designer, maintain effective communications with the GOVERNMENT, in Washington, D.C through the GOVERNMENT'S Permanent Mission to the OAS., and in Dominica, with appropriate Ministries and other high-level officials, managers and supervisors of the registries, etc.

#### ARTICLE IV Project Coordination

4.1 Each Party shall appoint a Project Coordinator who will work with the Project Coordinator of the other Party in assuring the successful implementation of this Project. The Project Coordinators shall communicate regularly on Project developments and shall meet as they mutually deem necessary either in Washington, D.C. or in Dominica or in other mutually agreed sites for that purpose and to carry out other Project functions.

4.2 The Project Coordinator for GS/OPD shall be Bruce Rickerson, Ph.D., who may be reached at:

General Secretariat of the Organization of American States  
Office for the Promotion of Democracy  
1889 F Street, NW, Suite 653  
Washington, D.C. 20006  
Tel: 202 458-3770  
Fax: 202 458-6299  
E-Mail: [brickerson@oas.org](mailto:brickerson@oas.org)

4.3 The Project Coordinator for the GOVERNMENT shall be Mr. Reginald Winston, Registrar General, who may be reached at:

Registrar General  
Dame Eugenia Charles Boulevard  
Bay Front  
Roseau  
Commonwealth of Dominica

Tel: (767) 448-2401 Ext. 3388/3428

Fax: (767) 440-3753

E-Mail: Regje32@hotmail.com

4.4 Either party may notify the other in the Project Coordinator by written notice.

## ARTICLE V

### General Terms and Conditions

5.1 The Parties shall attempt to resolve amicably any disputes relating in any way to the interpretation and/or implementation of this MOU. In the event that such amicable resolution proves to be impossible, the Parties shall resolve their differences by binding arbitration in Washington, D.C. in accordance with the rules of procedure of the Inter-American Commercial Arbitration Commission.


5.2 Nothing in this MOU is to operate as an express or implied waiver of the privileges and immunities of either Party or its personnel under the laws of the Commonwealth of Dominica, the United States of America, or under international law.

5.3 The Parties may amend this MOU by an amendment or an exchange of letters signed by their duly authorized Representatives, dated, and attached hereto.

5.4 This MOU shall be in force for a term of one year from the date upon which it is signed by both Parties, unless extended in writing, prior to its expiration date, by the authorized representatives of the Parties.

SIGNED by the duly authorized representatives of the Parties on this 15 day of December, 2004, in duplicate originals, in Roseau, the Commonwealth of Dominica

FOR THE COMMONWEALTH OF  
DOMINICA



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(signed)

Mr. Henry Dyer  
(name, printed)

Hon. Attorney General and Minister for Legal Affairs,  
Immigration, and Labour

Date: 12/15/04

FOR THE GENERAL SECRETARIAT OF  
THE ORGANIZATION OF AMERICAN  
STATES



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(signed)

Mr. Paul Brown  
(name, printed)

Director, Office of the General Secretariat in Dominica

Date: 12/15/04

Location: Attorney General's Chambers, Government Headquarters, Roseau,  
Commonwealth of Dominica