

Acuerdos Bilaterales

Clasificación: 89-2005

Fecha de Ingreso: 26 de Octubre de 2005

Nombre de Acuerdo: Agreement between the Government of Barbados, the Caribbean Tourism Organization and the General Secretariat of the Organization of American States for the provision of specific services of technical cooperation for the strengthening of the Caribbean Tourism Organization ("CTO")

Materia:

Partes: SG/OEA & Barbados & Caribbean Tourism Organization

Referencia: Barbados / CTO

Fecha de Firma: 30 de junio de 2005

Fecha de Inicio:

Fecha de Terminación:

Lugar de Firma:

Unidad Encargada:

Persona Encargada:

Original:

Claves:

Cierre del proceso:



AGREEMENT BETWEEN THE GOVERNMENT OF BARBADOS, THE CARIBBEAN TOURISM ORGANIZATION AND THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES FOR THE PROVISION OF SPECIFIC SERVICES OF TECHNICAL COOPERATION FOR THE STRENGTHENING OF THE CARIBBEAN TOURISM ORGANIZATION ("CTO")

AGREEMENT BETWEEN THE GOVERNMENT OF BARBADOS, THE CARIBBEAN TOURISM ORGANIZATION AND THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES FOR THE PROVISION OF SPECIFIC SERVICES OF TECHNICAL COOPERATION FOR THE STRENGTHENING OF THE CARIBBEAN TOURISM ORGANIZATION ("CTO")

The Government of Barbados ("GOVERNMENT"), the Caribbean Tourism Organization ("CTO") and the General Secretariat of the Organization of American States ("GENERAL SECRETARIAT"), hereinafter referred to as the "Parties":

CONSIDERING: That tourism in the Caribbean is a vital socio-economic activity, a significant contributor to employment and an earner of foreign exchange, and an important vehicle for Caribbean development;

RECOGNIZING: That various advantages could be achieved for enhancing the development of tourism in the countries that are members of both the Organization of American States ("OAS") and the CTO through the collaboration of the two organizations;

NOTING: That the General Assembly of the Organization of American States has confirmed the priority assigned to the General Secretariat for tourism development;

CONSIDERING: That the Caribbean Tourism Research and Development Centre ("CTRC") and the Caribbean Tourism Association ("CTA") have merged to become the CTO and that under Article 16, paragraph 4, Subsections (a) and (b) of the Agreement establishing the CTO which entered into force on 11 January 1989, the CTO has inherited all rights, privileges, advances, liabilities and obligations formerly enjoyed by the CTRC and operates under a Headquarters Agreement with the Government of Barbados similar to that of the CTRC;

BEARING IN MIND: That the CTRC was established as a legal entity with full juridical personality and being recognized as an international organization in the Headquarters Agreement for the CTRC, Article II, paragraphs 1 and 2, that the Government of Barbados, as host country of the CTRC since 1974, has systematically facilitated the execution of the CTRC's services, particularly under the provision of the Agreements with the GENERAL SECRETARIAT, the first of which was signed on the 27th of April, 1976;

NOTING: That a four-year Agreement between the GOVERNMENT, the CTO, and the GENERAL SECRETARIAT which provides for the Provision of Specific Services of Technical Cooperation for the Strengthening of the Caribbean Tourism Organization was signed by the Parties in September, 1976;

NOTING: That over the years, this initial tripartite Agreement has been replaced by successor agreements and that the last Agreement, signed on March 3, 2000 to take effect for a period of four years beginning January 1, 2000, came to an end on December 31, 2004.

Have agreed to the following:

ARTICLE I
General Objective

The general objective of this Agreement is to continue the working relationship between the GENERAL SECRETARIAT and the CTO under the auspices of the GOVERNMENT in the execution of an Inter-American component within the Caribbean regional program of the CTO in the interest of OAS/CTO'S Caribbean Member States.

ARTICLE II
Specific Activities

The activities to be carried out under this Agreement, (hereinafter referred to as the "Specific Activities"), shall depend on the budgetary allocations made available by the governing bodies of the GENERAL SECRETARIAT. The Specific Activities shall be executed within an Inter-American project supported by the OAS and within the Caribbean Regional Program of the CTO. These Specific Activities, which each year shall constitute the Inter-American Project of the Regional Program of the CTO in agreement with Article IV, will be determined by a joint GOVERNMENT/GENERAL SECRETARIAT/CTO Planning Committee as described in Article III.

ARTICLE III
Planning Committee

The Planning Committee, composed of: (1) a representative from the GOVERNMENT; (2) a representative from the GENERAL SECRETARIAT; and (3) a representative of the CTO, shall undertake the following functions annually in accordance with the intent and purpose of this Agreement:

1. Review and evaluate the Specific Activities executed in the previous year.
2. Prepare and finalize the terms of reference for the Specific Activities to be carried out in the following year. The CTO shall advise the GENERAL SECRETARIAT in writing of the timetable for the preparation of their Annual Program of Activities to ensure that the Specific Activities can be finalized in coordination with the CTO Annual Program of Activities. The Specific Activities shall include consultant terms of reference and the

specific output sought from each approved activity. The fiscal year of the Inter-American Project of the Regional Program of the CTO referred to in Article II, above, shall coincide with the fiscal year of the GENERAL SECRETARIAT.

3. Decide on the number of consultants, type of expertise and utilization of available financial inputs required to meet the objectives and activities as outlined in Articles I and II,
4. Identify topics for future activities.

Decisions of the Planning Committee shall be adopted by consensus and shall be subject to the Resolutions of the General Assembly of the OAS including but not limited to the following provisions:

- a. Pursuant to operative paragraph I, section 7.b. of Resolution AG/RES 954 (XVII-O/88) of the General Assembly of the OAS, no administrative costs may be financed with Regular Fund financial resources and the OAS budget shall finance only Inter-American activities which are approved through the OAS approved mechanisms. Inter-American activities shall be understood to be those advisory and training activities provided to nationals of the member states, on the condition that the OAS would not finance the participation of nationals of the country in which the CTO operates.
- b. Pursuant to operative paragraphs 1 and 7 of Resolution AG/RES 957 (XVIII-O/88) of the General Assembly of the OAS, the Inter-American project to be carried out by the CTO with OAS financial resources shall be subject to any mechanism adopted by the OAS for the evaluation of the efficacy of its projects and the OAS shall only consider financing activities that are inter-American in character, for which there is a specific proposal from the country in which the CTO has its headquarters and which have been approved by the existing mechanisms. Activities that are inter-American in character are understood to be advisory services and training provided to nationals of the member states on the condition that the OAS will not finance the participation of nationals of the country in which the CTO operates.

ARTICLE IV

Obligations, Responsibilities and Contributions of the Parties

A. Obligations of the GOVERNMENT and the CTO:

1. The GOVERNMENT:

The GOVERNMENT shall make an annual contribution of BD\$40,000. This payment will be made to the CTO for defraying the following expenses:

- a. Maintenance and replacement of furniture, fittings, and equipment purchased by the GOVERNMENT under the terms of Article V of the 1976 Barbados/OAS/CTRC Agreement for the use of GENERAL SECRETARIAT experts assigned to the CTO under the Agreement.
- b. Meeting the cost of electricity, communications, transportation and installation of services required for the adequate comfort and regular activities of the GENERAL SECRETARIAT experts.
- c. Printing of studies, publications and research and training material produced under the terms of this Agreement.
- d. Purchasing of expendable training materials, textbooks, periodicals and teaching aids necessary for the execution of training activities undertaken under the Agreement.
- e. Purchasing of new equipment deemed necessary for the efficient execution of the program.
- f. Provision of support staff services.
- g. Any other expenses relating to the program.

2. The CTO:

The CTO shall provide the following:

- a. Full cooperation and support to the expert staff of the GENERAL SECRETARIAT and for its independent contractors in the execution of the Specific Activities.
- b. Participate in an exchange of information and documents with the GENERAL SECRETARIAT for the improvement of the Parties' respective libraries and databases.
- c. Necessary logistical support as is customary (office, secretarial support, infrastructure, library, reproduction, acquisition of supplies, training aids, etc.).

B. Obligations of the GENERAL SECRETARIAT:

The GENERAL SECRETARIAT shall, upon the finalization and approval by the Planning Committee of the Specific Activities for each year of the agreement:

1. Provide an annual contribution, hereinafter referred to as the Contribution, to the CTO in direct services to States that are both members of the OAS and of the CTO, which shall constitute the Inter-American Project of the Regional Program of the CTO (known in the OAS Program Budget as the Caribbean Tourism Organization Project). The amount of the Contribution for the year 2005 shall be US\$50,000. For each subsequent year of the Agreement, the Contribution shall be equal to the amount specifically approved by the OAS General Assembly in the Program Budget for this Project for each year of its term. The Contribution shall include the cost of travel and per diem for experts and independent contractors provided by the GENERAL SECRETARIAT under this Agreement. The Inter-American Project of the Regional Program of the CTO shall be adopted by the Council of Ministers of CTO and transmitted to the GENERAL SECRETARIAT to be considered by the OAS General Assembly. The General Secretariat shall, pursuant to the applicable standards, rules and regulations in force, allocate, administer, obligate and disburse the Contribution in accordance with prescribed requirements and procedures. Staff and independent contractors of the GENERAL SECRETARIAT shall be subject to those standards, rules and regulations.
2. Participate in an exchange of information and documents with the CTO for the improvement of the Parties' respective libraries and data bases.

ARTICLE V

Facilities, Privileges and Immunities

The GOVERNMENT, having granted to the CTO facilities, privileges and immunities, also agrees to grant to the expert staff, independent contractors, property and assets of the GENERAL SECRETARIAT, in accordance with this Agreement, all of the privileges and immunities accorded to the personnel, property and assets of the GENERAL SECRETARIAT as enumerated and elaborated in Part II, Articles 6 through 12 of the AGREEMENT BETWEEN THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES AND THE GOVERNMENT OF BARBADOS ON THE FUNCTIONING IN BRIDGETOWN OF THE OFFICE OF THE GENERAL SECRETARIAT IN BARBADOS (signed on June 21, 1969), and hereby specifically incorporates by reference the above mentioned Articles as to the human resources, property and assets of the GENERAL SECRETARIAT to be assigned to the CTO.

ARTICLE VI

Dispute Resolution

Any dispute between the Parties resulting from the interpretation or application of this Agreement which cannot be settled through amicable discussions among and between them shall be settled through a mutually agreeable dispute resolution mechanism.

ARTICLE VII

Audits

The GENERAL SECRETARIAT reserves the right to conduct financial and operational audits, inspections or evaluations regarding transactions carried out by the CTO with the financial resources of the Contribution referred to in paragraph B.1. of Article IV, above, in order to determine compliance with the GENERAL SECRETARIAT's standards, rules and regulations and the terms of this Agreement.

The CTO shall cooperate fully with the GENERAL SECRETARIAT and with the GENERAL SECRETARIAT'S Inspector General and/or with any auditors designated by either of them.

ARTICLE VIII

Declaration of the Parties

The Parties declare that:

- A. They accept that modifications to the budget of the GENERAL SECRETARIAT, restrictions on the disbursement of approved funding, or the non-approval of the budget by the competent organs of the GENERAL SECRETARIAT shall modify, to the extent approved, or nullify the obligations assumed by the GENERAL SECRETARIAT.
- B. The GOVERNMENT and the CTO shall accept civil responsibility for all activities conducted by the CTO related to the Inter-American Project, and the GOVERNMENT and the CTO assume any damage and liability that may arise from normal operation of the Inter-American Project by the CTO, and release, defend and hold harmless from all responsibility, for such causes, the GENERAL SECRETARIAT, its staff members as well as the OAS fellowship students of the Inter-American Project.
- C. They will cooperate with each other in carrying out the functions pertaining to each, in accordance with this Agreement.
- D. All documents and reports produced as part of the technical cooperation activities, including but not limited to training materials, whether in hard copy, electronic or other format, are the intellectual property of the CTO and the GENERAL SECRETARIAT, and will be cited as such. A minimum of 3 copies and an electronic version of the said documents and reports will be made available to the GENERAL SECRETARIAT.

ARTICLE IX
Liaison Agency and Successor Organization

The GOVERNMENT designates its Ministry of Tourism and International Transport as the liaison agency with the GENERAL SECRETARIAT and the CTO in regard to the activities covered by this Agreement.

ARTICLE X
Commencement of the Agreement

The provisions of this Agreement shall enter into force on the 1st day of January 2005.

ARTICLE XI
Modification of the Agreement

This Agreement may be modified at any time, either totally or partially, by common agreement between the contracting Parties and upon a detailed request in writing by one of the Parties addressed to the others. Any such modification shall be signed by the duly authorized representatives of the Parties and attached hereto.

ARTICLE XII
Termination of the Agreement

This Agreement may be terminated by any of the Parties by notifying the others in writing at least six (6) months in advance.

ARTICLE XIII
Duration of the Agreement

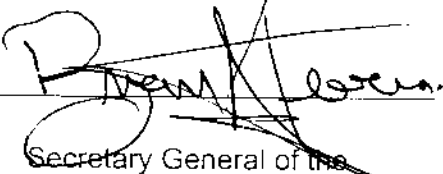
The Agreement shall be in effect until December 31, 2008.

ARTICLE XIV
Renewal of the Agreement

One year prior to the termination of the Agreement negotiations regarding its renewal will be initiated. During this period, a comprehensive evaluation of the Specific Activities carried out under the Agreement shall be prepared by the Parties, and submitted for the approval of the competent organs of the OAS.

In WITNESS WHEREOF, the undersigned representatives of the Parties duly authorized for the purpose, sign this Agreement in triplicate in Washington, DC on the ^{30th} day of June, 2005.

General Secretariat of the
Organization of American States



Secretary General of the
Organization of American States

Government of Barbados



Permanent Representative of
Barbados to the
Organization of American States

Caribbean Tourism Organization



Secretary General of the
Caribbean Tourism Organization

