

Acuerdos Bilaterales

Clasificación: 92-2003

Fecha de Ingreso: 23 de setiembre de 2003

Nombre de Acuerdo: Agreement

Materia: Relaciones Generales de Cooperación

Partes: SG/OEA & The OAS Staff Association

Referencia: OASSA

Fecha de Firma: 21 de Agosto de 2003

Fecha de Inicio: 21 de Agosto de 2003

Fecha de Terminación: Indefinida

Lugar de Firma: Washington D.C, Estados Unidos

Unidad Encargada:

Persona Encargada:

Original:

Claves:

Cierre del proceso:

AGREEMENT BETWEEN
THE OAS STAFF ASSOCIATION
AND
THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES
FOR THE USE BY THE STAFF ASSOCIATION OF THE OAS LOGO UNDER
CERTAIN TERMS AND CONDITIONS

WHEREAS:

1. The Chief of Staff of the Secretary General of the Organization of American States has represented the full support of the Office of the Secretary General to this Agreement and has authorized the Assistant Secretary for Management to sign it;
2. The Staff Committee of the OAS Staff Association has approved this Agreement and has authorized the President of the Association, at its August 7, 2003 meeting, to sign this Agreement;
3. The Parties to this Agreement are the OAS Staff Association, with offices located at 1889 F Street, N.W., Washington, D.C. 20006, and which is represented for purposes of this Agreement by its President (hereinafter referred to as the "OAS Staff Association"), and the General Secretariat of the Organization of American States with headquarters located at 1889 F. Street, N.W. Washington, D.C., and which is represented for purposes of this Agreement by the Assistant Secretary for Management (hereinafter referred to as "GS/OAS");
4. The OAS Staff Association would like to sell certain products such as, for example, T-shirts, caps, and mugs, in order to help the Staff Association raise money for its social and cultural activities. In order to increase the sales potential of these items, the Staff Association would like to include the OAS logo on them; and
5. The GS/OAS is willing to allow the Staff Association to use the OAS logo on such items, provided that these items are tasteful and do not in any manner cause potential embarrassment or harm to the Organization;

WHEREFORE the Parties hereby agree as follows:

1. The Staff Association may place the OAS logo on various products for sale such as T-shirts, caps, mugs, and office products, etc., provided that such items are tasteful and do not in any manner cause embarrassment or harm to the Organization.

2. The Staff Association will place the OAS logo on all such sale items in accordance with Paragraph 1, above.

3. The GS/OAS has the sole discretion to decide if an item on which the OAS logo has been placed by the Staff Association causes potential harm or embarrassment to the Organization. Where GS/OAS makes such a determination, it shall notify the Staff Association orally and/or in writing, and on receipt of such notification, the Staff Association shall immediately cease to use the OAS logo on any such item and shall immediately withdraw from sale any such item that GS/OAS has determined may cause potential harm or embarrassment to the Organization.

a. Prior to placing an item containing the OAS logo in production, the Staff Association will provide the Assistant Secretary for Management with a design showing the projected product and the placement of the OAS logo on it;

b. The Assistant Secretary for Management or the Assistant Secretary's authorized representative will attempt to provide the Staff Association with GS/OAS' response either authorizing or rejecting the proposed design within no more than five (5) business days of receiving the proposed design; and

c. Where the proposed design is rejected by GS/OAS, the Staff Association shall not use that design with the OAS logo.

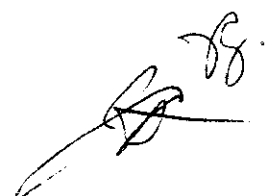
4. This Agreement shall have an indefinite duration. Provided, however, that where GS/OAS determines that an item covered by this Agreement may cause GS/OAS potential embarrassment and the Staff Association offers that item for sale, GS/OAS may terminate this Agreement by giving the Staff Association three (3) days' notice.

5. In addition to the termination provision in Paragraph 4, above, either Party may terminate this Agreement by giving the other Party sixty (60) days' notice in writing. Thereafter, except for any item covered by a GS/OAS determination under Paragraph 3 or 4, above, the Staff Association may proceed to sell the remaining items until the inventory of those remaining items is exhausted.

6. The Parties may modify this Agreement through an amendment or writing executed by their duly authorized representatives and annexed hereto.

7. This Agreement (as well as any subsequent modification thereof) shall take effect when approved by the OAS Staff Committee and by the GS/OAS, and signed by the President of the Staff Association and by the Assistant Secretary for Management.

8. Any dispute with regard to the meaning or application of this Agreement which cannot be solved by direct negotiation shall be resolved by the Parties through a mutually agreed upon binding dispute resolution process.

A handwritten signature in black ink, appearing to be a stylized name, located in the bottom right corner of the page.

9. Nothing stated or implied in this Agreement constitutes an express or implied agreement by the GS/OAS to waive its privileges and immunities under the OAS Charter and United States law.

In Witness Whereof, the duly authorized representatives of the Parties hereby subscribe to this Agreement, in duplicate originals, in Washington, D.C., on this 21 day of August, 2003.

**FOR THE OAS STAFF
ASSOCIATION**

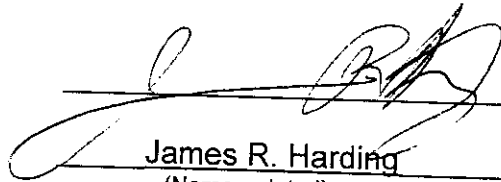


Rene L. Gutierrez
(Name, printed)

President
(Title)

Dated: 21 August 2003

**FOR THE GENERAL SECRETARIAT
OF THE ORGANIZATION OF
AMERICAN STATES**



James R. Harding
(Name, printed)

Assistant Secretary for Management
(Title)

Dated: 21 Aug 2003

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