

## **ACUERDOS BILATERALES**

Clasificación: 27-2016.

Fecha de Ingreso: 11 de Abril 2016.

Nombre del Acuerdo: Cooperation Agreement between the General Secretariat of the Organization of American States and La Rochelle Business School.

Materia: Regulatory Framework with respect to cooperation between the Parties.

Partes: GS/OAS and La Rochelle Business School.

Referencia: La Rochelle Business School.

Fecha de Firma: 10/21/2015.

Fecha de Inicio:

Fecha de Terminación:

Lugar de Firma: Washington, D.C.

Unidad Encargada:

Persona Encargada:

Original:

Claves:

Cierre del proceso:

Notas adicionales:

**COOPERATION AGREEMENT**  
**BETWEEN**  
**THE GENERAL SECRETARIAT OF THE ORGANIZATION OF**  
**AMERICAN STATES**  
**AND**  
**LA ROCHELLE BUSINESS SCHOOL**

**THE PARTIES TO THIS COOPERATION AGREEMENT** (hereinafter "Agreement"), the General Secretariat of the Organization of American States (hereinafter the "GS/OAS"), a public international organization with headquarters at 1889 F Street, N.W., Washington, D.C. 20006, represented by its Secretary General, Mr. Luis Almagro, and La Rochelle Business School (hereinafter "LRBS"), located at 102 rue de Courcelles - Les Minimes 17024 La Rochelle Cedex 1, France, represented by its General Director, Mr. Daniel Peyron,

**CONSIDERING:**

That the aim of the LRBS is to contribute to the internationalization of current and future tourism professionals, by developing or participating in projects that could contribute to the development of the tourism sector worldwide;

That the GS/OAS is the central and permanent body of the Organization of American States ("OAS") and is authorized to establish and promote cooperation relationships in accordance with Article 112(h) of the OAS Charter and OAS General Assembly Resolution AG/RES. 57 (I-O/71); and

That the Parties recognize the importance of developing policies for sustainable tourism, promoting the productivity and competitiveness of the sector as a whole, with an emphasis on tourism-related Micro Small and Medium-Sized Enterprises (MSMEs), and strengthening the development of public policies for the tourism sector, and wish to join efforts to reach these objectives.

**HAVE AGREED** to enter into this Agreement:

## **ARTICLE I PURPOSE**

1.1. The purpose of this Agreement is to establish a regulatory framework with respect to cooperation between the Parties.

## **ARTICLE II ADVICE, EXCHANGE OF INFORMATION, AND ATTENDANCE AT MEETINGS**

2.1. The Parties undertake to:

- a. Provide advice to each other on those matters related to this Agreement when so requested, in accordance with the resources available;
- b. Exchange information, publications, and bibliographic information, and provide each other with access to databases, in accordance with the resources available, any relevant norms, and the Parties' confidentiality restrictions;
- c. Invite their representatives to public meetings when subjects of interest to the Parties may be discussed, in accordance with each Party's relevant norms;
- d. Cooperate, when so requested by the other Party, on training-related issues in the OAS member states (in the areas related to this Agreement), in accordance with any relevant norms and the resources available; and
- e. Consider the observations and written comments of the other Party in the areas that are the subject of this Agreement.

## **ARTICLE III SPECIAL COOPERATION RELATIONSHIPS**

3.1. The Parties shall consider developing special cooperation relationships through supplementary agreements or memoranda of understanding or through the exchange of letters, pursuant to the provisions of Article 4.3 of this Agreement, in areas of common interest, which may include subjects such as:

- a. Support the Inter-American tourism dialogue and cooperation;
- b. Support the development of regional, national, and local tourism policies;
- c. Support the development of multilateral tourism legal frameworks for the region;
- d. Strengthening of government institutional capacities;
- e. Support the training and capacity building of micro, small, and medium-sized tourism enterprises in the Americas;
- f. Strengthening of private sector organizational capacities in the tourism sector;
- g. Development and implementation of joint research projects;
- h. Development of joint publications.

3.2. Any supplementary agreements, memoranda of understanding, or letters subscribed by virtue of Article 4.3 shall be governed by the provisions of this Agreement, unless the Parties expressly modify the provisions by means of those instruments.

#### **ARTICLE IV IDENTIFICATION AND IMPLEMENTATION OF JOINT PROGRAMS, PROJECTS, AND/OR ACTIVITIES**

4.1. Each Party shall present the other in writing a document containing the work program for the current calendar year with respect to the provisions of this Agreement before March 31 of each year,.

4.2. Such work programs shall contain proposals for the joint implementation of programs, projects, and/or activities of common interest, pursuant to Article 4.3 of this Agreement.

4.3. Once the Parties have decided which programs, projects, and/or activities are to be implemented, and the respective authorization and funds have been obtained, the Parties shall enter into a supplementary agreement, memorandum of understanding, or exchange of letters setting forth the terms and conditions applicable to the program, project, and/or activity in question. Each

supplementary agreement, memorandum of understanding, or exchange of letters shall be signed by the duly authorized representatives of the Parties, and shall specify in detail, *inter alia*, the following aspects:

- a. Name of the program, project, and/or activity agreed to;
- b. Definition of goals being pursued;
- c. The offices of each of the Parties that will execute the program, project, or activity;
- d. Description of the work plan: stages, planning, and timeline for carrying it out;
- e. Budget and human and material resources required for the program, project, and/or activity, specifically stating the financial responsibilities and contributions of each Party (indicating the nature and amount thereof), the schedule for the contributions, and, if applicable, the ownership of any material resources that may be acquired;
- f. A provision related to coordination, notification, and follow-up of the program, project, or activity; and
- g. A provision recognizing this Agreement as the programmatic and legal framework for the program, project, or activity.

## **ARTICLE V FINANCIAL PROVISION**

5.1 Notwithstanding what the Parties may determine in any supplementary agreement, memorandum of understanding, and/or exchange of letters subscribed by virtue of these presents for the joint implementation of programs, projects, and/or activities, this Agreement *per se* shall not entail any financial obligation for the Parties.

## **ARTICLE VI INTELLECTUAL PROPERTY**

6.1 Any use of the name, emblem, logo, or acronym of the LRBS on the part of the GS/OAS must be requested officially, and authorized in advance in writing by the LRBS, and shall be subject to any conditions the LRBS may establish.

6.2. Any use of the name, emblem, logo, or acronym of the GS/OAS on the part of the LRBS must be requested officially, and authorized in advance in writing by the GS/OAS, and shall be subject to any conditions the GS/OAS may establish.

## **ARTICLE VII COORDINATION AND NOTICES**

7.1. Within the GS/OAS, the office responsible for coordinating GS/OAS activities under this Agreement is the Culture and Tourism Section of the Department of Economic Development, and its Coordinator is Mr. Richard Campbell, Chief of the Culture and Tourism Section. Any notice or communication should be addressed to the Coordinator at the following street address, fax, and electronic mail:

OAS General Secretariat  
Richard Campbell, Chief, Culture and Tourism Section,  
Suite 746  
1889 F Street, N.W.  
Washington, D.C. 20006  
United States of America  
Tel.: (1-202) 370-9022  
Fax: (1-202) 458-3561  
E-mail: [rcampbell@oas.org](mailto:rcampbell@oas.org)

7.2. Within the LRBS, the office responsible for coordinating LRBS activities under this Agreement is the School of Tourism, and its Coordinator is Ms. Loreto Ibañez Castillo; Head Tourism International Projects. Any notice or communication should be addressed to the Coordinator at the following street address and electronic mail:

La Rochelle Business School  
Loreto Ibañez Castillo, Head Tourism International Projects  
102 Rue de Coureilles  
La Rochelle 17000 - Charente Maritime  
Francia  
Tel.: (33) 546517700  
E-mail: [ibanezl@esc-larochelle.fr](mailto:ibanezl@esc-larochelle.fr)

7.3. Any communication or notice arising from this Agreement shall be deemed valid only if it is sent by mail, facsimile, or electronic mail, addressed to the coordinators, and sent to the addresses indicated in Articles 7.1 and 7.2 herein. Whenever such communications or notices are sent via electronic mail, they shall be

deemed valid only if sent directly from the e-mail address of either Party's Coordinator to the e-mail address of the other Party's Coordinator.

7.4. Either Party may change the responsible office, the designated Coordinator, or the address, telephone, fax, or e-mail indicated by notifying the other Party in writing.

## **ARTICLE VIII PRIVILEGES AND IMMUNITIES**

8.1. Nothing in this Agreement constitutes an express or implied waiver of the privileges and immunities enjoyed by the GS/OAS, its personnel, and/or assets by virtue of the agreements and laws on the subject and the principles and practices that inspire international law.

## **ARTICLE IX DISPUTE RESOLUTION**

9.1. Any dispute that may arise in conjunction with the application or interpretation of this Agreement or any supplementary agreement, memorandum of understanding, or exchange of letters by virtue of Article 4.3 shall be resolved by direct negotiation between the Parties. If the Parties are unable to reach a mutually satisfactory solution, they shall submit their differences to arbitration in accordance with the Arbitration Rules of the United Nations Commission on International Trade Law (UNCITRAL) currently in effect. The arbitrator's decision shall be final, not subject to appeal, and binding. The law applicable to the arbitration proceedings and to this Agreement shall be the law of the District of Columbia, USA.

## **ARTICLE X GENERAL PROVISIONS**

10.1. The Parties undertake to observe the highest standards of ethics and administrative transparency in all actions and activities related to this Agreement. Failure to comply with this provision shall constitute sufficient grounds for early termination of this Agreement, pursuant to the provisions of Article 10.4.

10.2. Any changes to this Agreement may be made only by mutual agreement stated in writing by the Parties' duly authorized representatives. The instruments setting forth the changes shall be attached as annexes to this Agreement and shall become part of it.

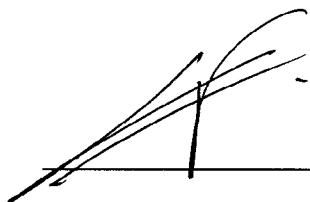
10.3. This Agreement shall enter into force upon signature by the authorized representatives of the Parties and shall remain in force for a period of four (4) years, except in case of prior termination, pursuant to the provisions of Article 10.4.

10.4. This Agreement may be terminated by mutual consent or else may be terminated by either Party by written notice to the other at least thirty days in advance. Nevertheless, the termination of this Agreement shall not affect any supplementary agreement, memorandum of understanding, or exchange of letters that the Parties may have subscribed for the implementation of programs, projects, and/or activities under Article 4.3 that are duly financed; these shall remain in effect, in accordance with their timetable, unless the Parties decide otherwise.

10.5. Articles VIII and IX herein shall survive the expiration or termination of this Agreement.

IN WITNESS WHEREOF, the representatives of the Parties, having been duly authorized to that effect, sign this Agreement in equally valid duplicate originals, in the places and on the dates indicated below:

**FOR LA ROCHELLE BUSINESS  
SCHOOL**

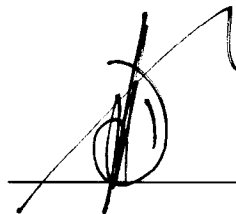


Daniel Peyron  
General Director

Place: *La Rochelle*

Date: *2015-10-21*

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



Ambassador Dr. Neil Parsan  
Executive Secretary for Integral Development

Place: *Washington DC*

Date: *2015-10-02*