

COM/CITEL/RES.86 (VIII-99) ¹

COOPERATIVE AGREEMENTS

The Eighth Meeting of the Permanent Executive Committee of CITEL, COM/CITEL,

HAVING SEEN:

The Draft Model Cooperation Agreement Between the Inter-American Telecommunication Commission of the Organization of American States and Other Organizations, COM/CITEL/doc. 44/99 (11 Nov. 1999) as amended as per COM/CITEL/doc. 452/99,

CONSIDERING:

- a) That agreements establishing cooperative relations for the organs of the Organization of American States are governed by the Standards on Cooperative Relations Between the Organization of American States and the United Nations, its Specialized Agencies, and other International and National Organizations, implemented under Resolution AG/RES.57 (I-O/71);
- b) That in its Seventh Regular Meeting, COM/CITEL, by Resolution COM/CITEL/RES.69 (VII-98), instructed the Executive Secretary of CITEL to prepare a Draft Model Cooperation Agreement for the purpose of facilitating the establishment of cooperative relations between CITEL and other institutions with similar interests; to distribute the draft to the Member States for their observations; to present the draft and comments received to the next Meeting of the Steering Committee for its consideration; and to present a final draft Model Agreement to the Eighth Regular Meeting of COM/CITEL for its consideration;
- c) That pursuant to that resolution, the Member States have had the opportunity to comment on a Draft Model Cooperation Agreement circulated by the Executive Secretary, and their comments, together with the observations of PCC.I, have been duly taken into account in the preparation of a final draft for COM/CITEL's approval;
- d) That it is necessary to establish a procedure for concluding cooperative agreements between CITEL and other entities consistent with the standards set out in Resolution AG/RES.57 and which assures that those agreements are in CITEL's best interest and processed efficiently; and
- e) That CITEL has pending requests for the establishment of formal cooperative relations from the Telecommunications Industry Association, from Standards Committee T1 (a sponsored committee of the Alliance for Telecommunications Industry Solutions), and from the European Standards Institute (ETSI), and that those requests have been reviewed to COM/CITEL's satisfaction.

RESOLVES:

1. To approve the Draft Model Cooperation Agreement Between the Inter-American Telecommunication Commission of the Organization of American States and Other Organizations, attached as Annex I hereto.

¹ Reference Document: COM/CITEL/doc. 500/99

2. To establish a permanent Working Group on Cooperative Agreements of COM/CITEL to coordinate development and management of cooperation agreements between CITEL and other Organizations, chaired by Amadeu de Paula Castro Neto of Brazil, and consisting of the Permanent Consultative Committees and other interested COM/CITEL members.
3. To instruct the Working Group on Cooperative Agreements as its first order of business to act expeditiously to conclude discussions for cooperative agreements with the Telecommunications Industry Association, Standards Committee T1, and the European Standards Institute (ETSI); and to instruct the Executive Secretary to request that the OAS Secretary General to sign these cooperative agreements.
4. To instruct the Executive Secretary to develop with the Department of Legal Services a standard list of documents required for CITEL to consider requests for cooperative agreements with any organization.
5. To further instruct the Executive Secretary to forward any future requests for cooperative relationships, as well as any proposals for specific cooperative programs or projects under an existing Cooperative Agreement, together with required supporting documentation, to the Chair of COM/CITEL and the chair of the COM/CITEL Working Group on Cooperative Agreements for review and development of a recommendation for COM/CITEL's approval regarding the merits of such requests.
6. To request that, to the extent possible, the Working Group on Cooperative Agreements conduct its activities and deliberations by electronic methods.

ANNEX I

DRAFT MODEL COOPERATION AGREEMENT BETWEEN THE INTER-AMERICAN TELECOMMUNICATION COMMISSION OF THE ORGANIZATION OF AMERICAN STATES AND OTHER ORGANIZATIONS

The Parties to the present Agreement: the Inter-American Telecommunication Commission (“CITEL”) of the Organization of American States (“OAS”), through the OAS General Secretariat, represented by, and the “XXX”, represented by,

Considering that CITEL is an entity of the OAS, established by the OAS General Assembly to facilitate and promote the continuing development of telecommunications in the hemisphere;

Taking into account that in accordance with article 3 of its Statute, one of CITEL’s functions is to maintain continuous contact with the various organizations in the field of communications;

Further Taking into account that article 95 of the CITEL Regulations provides that CITEL shall collaborate through such agreements, as it deems necessary, with technical governmental, non-governmental and intergovernmental agencies engaged in activities consistent with CITEL’s objectives and functions, for the purpose of maximizing cooperation and coordination in its activities and work;

Bearing in mind that OAS General Assembly Resolution AG/RES. 57 (I-0/71) establishes the mechanism by which the organs of the OAS may establish cooperative relations with other national and international institutions cooperative agreements signed by the Secretary General on his duly designated representative

Taking into account that “XXX”, is a (describe the legal nature and objectives of the XXX institution)

Recognizing that “XXX” is authorized to enter into cooperative relations with CITEL,

Recognizing that collaboration between CITEL and “XXX” will make the best use of available resources, avoid duplication, and increase the effectiveness of their efforts to contribute to the harmonious development of telecommunications in the hemisphere;

Have agreed to the following terms:

ARTICLE I **Cooperation**

- 1.1 The Parties shall cooperate with each other on matters of common interest within the scope of their general objectives.
- 1.2 Specifically, the Parties shall coordinate and cooperate with each other in carrying activities included by both Parties in their annual work program, with the purpose of avoiding duplication of efforts and expenditures.

- 1.3 Activities that the Parties may agree to cooperate on include, but are not limited to, organization of seminars, meetings and round tables on matters of common interest; collaboration on joint projects; training; joint publications.
- 1.4 The work areas of cooperation between the Parties, appear in Annex I of this Agreement, which is an integral part of this Agreement.

ARTICLE II

Exchange of Information

- 2.1 The Parties shall keep each other regularly informed concerning programs and activities of mutual interest in the areas set out in Annex I.
- 2.2 The Parties shall send to each other their documents and publications relating to programs and activities set out in Annex I, except for those that are subject to special restrictions.
- 2.3 Within the agreed work areas in Annex I, each Party shall make available to the other copies of working documents and drafts on request and free of royalties. Each Party shall strictly limit the dissemination of documents it receives from the other to its participants and solely for the purpose of technical activities relating to each Party's work program. All copyright and other intellectual and industrial rights in those documents and any copies thereof shall remain with the Originating Party.
- 2.4 The Originating Party shall not be held liable for further amendments introduced in its deliverables by the other Party.
- 2.5 The Parties undertake to make every endeavor to use electronic document handling mechanisms in their exchange of documents.

ARTICLE III

Reciprocal Representation

- 3.1 To the extent permitted under their respective applicable rules and regulations, the Parties shall invite each other to send an observer to their respective meetings, where matters of potential interest in the agreed work areas in Annex I are to be discussed.
- 3.2 The extent of the observer's participation shall be governed by the rules and regulations of the Party whose meeting is being observed.

ARTICLE IV

Implementation of the Agreement

- 4.1 The Parties shall enter into supplementary arrangements through "memoranda of understanding" for implementing specific joint projects and activities within the framework of this Agreement. In those memoranda, the parties shall specify the appropriate dispute resolution mechanism.

ARTICLE V

Financing and Budgetary Limitations

- 5.1 Unless otherwise provided in writing for a specific project under Article 4.1 above with the previous approval of the competent organs, each Party is responsible only for its own expenses and cost in complying with this Agreement.
- 5.2 Any financial obligations incurred by each Party as a result of this Agreement are subject to approval by its respective governing body. 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 VI

Languages

- 6.1 Correspondence between the Parties shall be conducted in English or Spanish (depending on the case).

ARTICLE VII

Institutional Coordination and Notice

- 7.1. The office within CITEI responsible for carrying out and coordinating its obligations under this Agreement is the Secretariat of CITEI. All notice for CITEI in relation to this Agreement should be sent to:

Executive Secretary of CITEI
General Secretariat of the Organization of American States
1889 F Street, N.W.
Washington, D.C. 20006

Tel: 202 458-3004

Fax: 202 458-6854

- 7.2. The office within "XXX" responsible for carrying out and coordinating its obligations under this Agreement is _____. All notice for "XXX" in relation to this Agreement should be sent to:

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

ARTICLE VIII

Privileges and Immunities

- 8.1. Nothing expressly stated or implied in this Agreement is to operate as a waiver of the privileges and immunities of the OAS, and its organs (including CITEL and the OAS General Secretariat), and their personnel, under the relevant agreements on privileges and immunities and under international law.

ARTICLE IX
Relationship of the Parties

- 9.1 The relationship between the CITEL and “XXX” shall be that of independent entities, and nothing in this Agreement shall be construed to constitute either Party as an employee, partner, agent or member of the other.
- 9.2 In consequence with the foregoing, neither Party shall have authority to act for or to bind the other Party in any way, to make representations or warranties or to execute agreements on behalf of the other Party, or to represent that it is in any way responsible for the acts or omissions of the other Party.

ARTICLE X
Term, Modification and Termination

- 10.1. This Agreement shall enter into force on the date it is signed by both Parties.
- 10.2. The Parties may amend this Agreement by a written agreement, dated and signed by their duly authorized Representatives, and attached hereto.
- 10.3. This Agreement shall remain in force indefinitely, but it may be terminated by mutual consent or by either Party by giving advanced written notice to the other, effective upon the receipt of said notice.
- 10.4. Upon the termination of this Agreement, all the rights granted pursuant to this Agreement shall cease immediately and the Parties shall cease from distributing any information received pursuant to this Agreement. Notwithstanding the foregoing, the provisions of this Agreement related to ownership of rights and indemnification shall survive any termination or expiration of this Agreement.

In Witness Whereof, the duly authorized Representatives of the Parties hereby subscribe to this Agreement, in duplicate originals, in, on this ____ day of

FOR THE _____

FOR THE OAS GENERAL SECRETARIAT
