

V A R I O U S O R G A N I Z A T I O N S

OEA/Ser.D/V.2/87
March 16, 1987
Original: English

Agreement between the General Secretariat of the Organization of American States and the Pan American Institute of Geography and History.

Entered into force on the day of signature.

March 4, 1987
Washington, D.C.

December 17, 1986
Mexico City, Mexico

AGREEMENT BETWEEN THE GENERAL SECRETARIAT OF THE
ORGANIZATION OF AMERICAN STATES AND
THE PAN AMERICAN INSTITUTE OF GEOGRAPHY AND HISTORY

WHEREAS:

On May 6, 1974, the Organization of American States and the Pan American Institute of Geography and History ("PAIGH") signed an agreement to set forth the relationship that should exist between them;

Article 5 of the aforesaid Agreement, under the title of "Coordination" provides that "the programs and activities of the Institute and of the Organization should be carried out in such a way so as to avoid the duplication of efforts and expenditures and to facilitate the complementarity of the activities of the Institute, of the General Secretariat and those of other organs of the Organization";

For the performance of its functions, it would be highly beneficial for the PAIGH to have an Offset Printing Press, Harris 129, Model LXG-FR, such as the one the Government of the United States of America ("United States"), through the Defense Mapping Agency-Inter-American Geodetic Survey of the Department of Defense, would be willing to provide for the use of the PAIGH by means of a lease without cost to the lessee;

For reasons of domestic legislation, in order for the aforesaid Government to lease the printing press to PAIGH at no cost, it must contract with the Organization of American States or with the General Secretariat, the central organ thereof;

Obtaining such a printing press would represent savings in printing costs not only for PAIGH but also, potentially, for the Office of the OAS General Secretariat in Mexico and for the projects and programs of the Organization of American States, and would facilitate the coordination of the activities of the PAIGH and the General Secretariat;

For the foregoing reasons, the General Secretariat would sign Lease of Equipment No. Al-U-ZAA with the United States, through the Defense Mapping Agency-Inter-American Geodetic Survey of the Department of Defense, and place the above-mentioned printing press at the disposal of PAIGH for its use, in the manner and conditions set forth in the present Agreement,

THEREFORE:

The OAS General Secretariat, hereinafter referred to as the "General Secretariat", represented by the Secretary General thereof, Ambassador Joao Clemente Baena Soares, and the Pan American Institute of Geography and History, represented by the Secretary General thereof, Ing. Leopoldo F. Rodríguez, agree as follows:

Article 1. The General Secretariat will sign Lease of Equipment No. Al-U-ZAA with the United States, through the Defense Mapping Agency-Inter-American Geodetic Survey of the Department of Defense.

The item leased at no cost to the General Secretariat will be Offset printing Press 3610010409815 Harris 129, Model LXG-FR (SN 1809), hereinafter referred to as "the printing press".

The aforesaid lease, which together with its Schedule A shall be appended hereto as Appendix I, shall have a duration of five (5) years and shall be renewable.

Article 2. Through this Agreement and pursuant to paragraph 1 of Lease No. Al-U-ZAA, and paragraph 1.a. of the section entitled "General Provisions, Operations and Use" of such lease, the General Secretariat places at the disposal of the PAIGH the printing press to be used in accordance with paragraph 1.b. of the "General Provisions, Operations and Use" of the said lease.

Article 3. The PAIGH acknowledges that the General Secretariat will sign Lease of Equipment No. Al-U-ZAA with the United States for the sole and exclusive purpose of facilitating the transfer of the printing press to the PAIGH for its use. Accordingly, by this Agreement the General Secretariat assigns to the PAIGH, and the PAIGH assumes and accepts each and every obligation and liability, express and implied, which the General Secretariat will undertake pursuant to lease No. Al-U-ZAA, which together with Schedule A and all other annexes thereto, shall be incorporated by reference into this Agreement.

Those obligations and liabilities include, but are not limited to those contained in the paragraphs of Lease No. Al-U-ZAA listed below, in the same manner and scope as described therein, and referring to:

1. Operations and Use
2. Initial Condition
3. Conditioning and Transfer Cost
4. Inspection and Inventory
5. Maintenance
6. Risk or Loss
7. Indemnification
8. Alterations
9. Termination
10. Place of Redelivery
11. Title
12. Reimbursement for Support
15. Proprietary Rights
16. Costs of Lessor Government

The General Secretariat assumes no responsibility for repairs to, improvements to, and general maintenance of the printing press, all of which shall be the sole responsibility of the PAIGH.

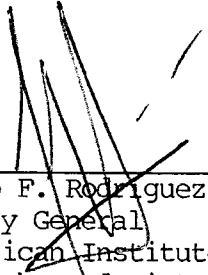
Additionally, the General Secretariat shall immediately transfer to the PAIGH all requests, claims and other communications concerning the printing press received from the United States. The PAIGH shall promptly and effectively comply with and seek to alleviate the respective requests and claims.

Article 4. The PAIGH will collaborate with the General Secretariat and with other organs of the Organization of American States in tasks for which the printing press can be used, pursuant to paragraph 1.b. of the "General Provisions, Operations and Use" of Lease No. AL-U-ZAA.

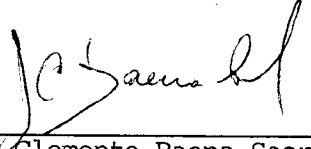
Article 5. The present Agreement may be amended by mutual consent of the Secretary General of the Organization and the Secretary General of the PAIGH. Any amendment hereto which would affect the terms and conditions of Lease No. AL-U-ZAA between the General Secretariat and the United States, shall be consulted with the Lessor Government.

Article 6. The present Agreement shall have a duration of five (5) years from the date of its signature. It may be renewed as many times as the United States and the General Secretariat renew Lease No. AL-U-ZAA.

IN WITNESS WHEREOF, the representatives of the Parties sign the present Agreement, in two originals, in Washington, D.C. and Mexico City, on the fourth day of March, 1987, and the seventeenth day of December, 1986, respectively.



Leopoldo F. Rodriguez
Secretary General
Pan American Institute of
Geography and History



Joao Clemente Baena Soares
Secretary General
Organization of American States



DEFENSE MAPPING AGENCY
BUILDING 56 U.S. NAVAL OBSERVATORY
WASHINGTON D.C. 20305-3000

I HEREBY CERTIFY that the attached copy, listed below, is a true copy of the official records maintained in my office and of which I am the custodian:

Lease of Equipment Between the United States Government and the General/Secretariat of the Organization of American States, for the lease of the Offset Printing Press, Harris 129, Model LXG-FR.

Benedict J. Anch
BENEDICT J. ANCH
Acting Chief, External/Special
Activities Division
Defense Mapping Agency

I HEREBY CERTIFY that Benedict J. Anch, who signed the foregoing certificate, is the Acting Chief, External/Special Activities Division, Defense Mapping Agency, and that his certification as such, full faith and credit are and ought to be given.

IN TESTIMONY WHEREOF I, Major General Robert A. Rosenberg, USAF, Director of the Defense Mapping Agency, have hereunto caused the Seal of the Defense Mapping Agency to be affixed and my name subscribed by the General Counsel, Defense Mapping Agency, at the City of Washington, D.C. this 10th day of November 1986.

Robert A. Rosenberg

Director, Defense Mapping Agency

By *Edward J. O'Boyle*

General Counsel, Defense Mapping Agency

Al-U-ZAA

LEASE OF EQUIPMENT

BETWEEN

THE UNITED STATES GOVERNMENT AND

THE GENERAL SECRETARIAT OF
THE ORGANIZATION OF AMERICAN STATES

This LEASE, made as of March 4, 1987, between the United States Government (hereinafter called the "Lessor Government") represented by its Department of Defense, Defense Mapping Agency and the General Secretariat of the Organization of American States (hereinafter called the "Lessee Organization").

WITNESSETH:

WHEREAS, The Lessor Government has determined that the Offset Printing Press, Harris 129, Model LXG-FR, listed in Schedule A, and all associated nonexpendable support equipment, ground support equipment, test equipment, and publications, if any, (hereinafter referred to as the "Printing Press") are not for the time needed for public use, and

WHEREAS, The Lessor Government has determined that there are compelling foreign policy and national security reasons for providing such Printing Press on a lease basis rather than on a sales basis under the Arms Export Control Act, and

WHEREAS, This lease is made under the authority of Chapter 6, of the Arms Export Control Act,

NOW THEREFORE, The parties do mutually agree as follows:

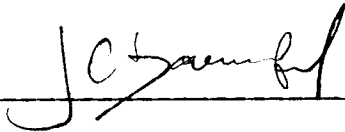
1. In consideration of a rental charge as indicated in Schedule A, the maintenance and other obligations assumed by the Lessee Organization, the Lessor Government hereby leases to the Lessee Organization and the Lessee Organization leases from the Lessor Government for use of the Pan American Institute of Geography and History (PAIGH), a specialized organization of the Organization of American States (OAS), the Printing Press for the period of 5 years commencing on the date first above written and under the terms and conditions set forth in the General Provisions hereto annexed.

2. The Lessor Government shall deliver the Printing Press to the Lessee Organization at such time and place as may be mutually agreed upon. Such delivery shall be evidenced by a certification of delivery.

IN WITNESS WHEREOF, Each of the parties hereto has executed this
lease as of the day and year first above written.

GENERAL SECRETARIAT
ORGANIZATION OF AMERICAN STATES

BY



Joao Clemente Baena Soares
(Typed Name)

Secretary General
(Title)

March 4, 1987
(Date)

THE UNITED STATES GOVERNMENT

BY



ROBERT A. ROSENBERG
Major General, USAF
(Typed Name)

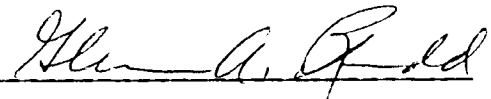
Director
Defense Mapping Agency
(Title)

2 OCT 1986

(Date)

COUNTERSIGNATURE:

BY



(Typed Name)

GLENN A. RUDD
ACTING DIRECTOR
Defense Security Assistance Agency
(Title)

17 OCT 1986

(Date)

GENERAL PROVISIONS

1. OPERATIONS AND USE.

a. Except as may be otherwise authorized by the Lessor Government and except for the purposes of transfer from and return to the Lessor Government, the Lessee Organization shall be responsible for keeping the Printing Press in the possession, custody, and control of the Pan American Institute of Geography and History (PAIGH). The Lessee Organization shall not transfer title to or possession of the Printing Press to anyone not an officer, employee, or agent of the Lessee Organization or of the PAIGH and shall not permit any encumbrance or other third party interest in the Printing Press.

b. The Lessee Organization shall use the Printing Press only for the production of Mapping, Charting and Geodesy Products in support of the United Hemispheric Mapping Program, and to produce like products in support of other projects and programs carried out by the Lessee Organization.

c. To the extent that the Printing Press may be classified by the Lessor Government for security purposes, the Lessee Organization shall maintain a similar classification and employ all measures necessary to preserve such security, equivalent to those employed by the Lessor Government, throughout the period during which the Lessor Government may maintain such classification. The Lessor Government will use its best efforts to notify the Lessee Organization if the classification is changed.

2. Initial Condition. The Printing Press is leased to the Lessee Organization on an "as is, where is" basis without warranty or representation concerning the condition or state of repair of the Printing Press or any part thereof or concerning other matters and without any agreement by the Lessor Government to alter, improve, adapt, or repair the Printing Press or any part thereof.

3. Conditioning and Transfer Cost. The Lessee Organization shall bear the cost of rendering the Printing Press operable and transferable and of transferring the Printing Press from the United States or other point of origin and back to the place of redelivery. In the event the Printing Press is transported by vessel, only U.S. flag vessels may be used, unless waived by the Lessor Government.

4. Inspection and Inventory. Immediately prior to the delivery of the Printing Press to the Lessee Organization, an inspection of the physical condition of the Printing Press and an inventory of all related items may be made by the Lessor Government and the Lessee Organization. A report of the findings shall be made which shall be conclusive evidence as to the physical condition of said Printing Press and as to such items as of the time of delivery. A similar inspection, inventory, and a report may be made by the Lessor Government upon the termination or expiration of this Lease. The findings of that report shall be conclusive evidence as to the physical condition of the Printing Press and as to such items as of the date of termination or expiration of this Lease. At the election of the Lessor Government, the Lessee Organization at its own cost shall either promptly correct any deficiency or rebuild, replace, or repair any loss of or damage to the Printing Press or compensate the Lessor Government for the restoration or replacement value (less any depreciation in the value as determined by the Lessor Government) of such correction, rebuilding, replacement, or repair. At the Lessor Government's option, the Lessee Organization at its own cost will remove any alterations or additions to the Printing Press or pay the Lessor Government the cost of such removal, as determined by the Lessor Government. In the absence of removal by the Lessee Organization title to any such alterations or additions shall vest in the Lessor Government.

5. Maintenance. The Lessee Organization shall maintain the Printing Press in good order, repair, and operable condition and except as provided in paragraph four, shall upon expiration or termination of this Lease return the Printing Press in operable condition and in as good condition as when received, normal wear and tear excepted.

6. Risk or Loss. All risk or loss of or damage to the Printing Press during the term of this Lease and until its return to the place of redelivery shall be borne by the Lessee Organization.

7. Indemnification. The Lessee Organization renounces all claims against the Lessor Government, its officers, agents, and employees arising out of or incidental to transfer, possession, maintenance, use, or operation of the Printing Press or facilities and will indemnify and hold harmless the Lessor Government, its officers, agents, and employees for any such claims of third parties and will pay for any loss or damage to Lessor Government property.

8. Alterations. The Lessee Organization shall not make any alterations or additions to the Printing Press without prior consent of the Lessor Government. All such alterations or additions shall become the property of the Lessor Government except items paid for by the Lessee Organization which can be readily removed without injury to the Printing Press. As a condition of its approval of any alteration or addition, the Lessor Government may require the Lessee Organization to restore the Printing Press to its prior condition.

9. Termination. This Lease may be terminated without cost to the Lessor Government:

a. By mutual agreement of the parties;
b. By the Lessee Organization on 30-days' written notice; or
c. By the Lessor Government at any time. The Lessee Organization shall immediately return the leased Printing Press at the direction of the Lessor Government. Termination will be subject to the Lessee Organization residual responsibilities hereunder (e.g., duty to return leased Printing Press promptly, to pay costs required hereunder, to indemnify and hold harmless the Lessor Government, etc.).

10. Place of Redelivery. Upon expiration or termination of this lease, the Printing Press shall be returned to the Lessor Government (at DMAIAGS, Fort Sam Houston, TX, or as mutually agreed).

11. Title. Title to the Printing Press shall remain in the Lessor Government. The Lessee Organization may, however, place the Printing Press under its flag, or display its national insignia when appropriate.

12. Reimbursement for Support. The Lessee Organization will pay the Lessor Government for any services, packing, crating, handling, transportation, spare parts, materials, or other support furnished for the Printing Press by the Lessor Government pursuant to a Letter of Offer and Acceptance under the Arms Export Control Act. (FMS Case NA applies.)

13. Covenant Against Contingent Fees. The Lessee Organization warrants that no person or selling agency has been employed or retained to solicit or secure this Lease upon an agreement or understanding for a commission, percentage, brokerage or contingent fee.

14. Officials Not to Benefit. No members of or Delegate to Congress of the United States, or Resident Commissioner of the United States shall be admitted to any share or part of this Lease or to any benefit that may arise therefrom.

15. Proprietary Rights. The Lessee Organization will insure, by all means available to it, protection of proprietary rights in the Printing Press and any plans, specifications, or information furnished, whether patented or not.

16. Costs of Lessor Government. The Lessee Organization agrees to pay in United States dollars all costs incurred by the Lessor Government in leasing the Printing Press, including without limitation reimbursement for depreciation of the Printing Press while leased, the costs of restoration or replacement if the Printing Press is damaged while leased, and the replacement costs (less any depreciation in the value during the term of the lease) of the Printing Press if the Printing Press is lost or destroyed while leased, as identified in Schedule A. Such costs for restoration or replacement will be billed to the Lessee Organization under the Lessor Government's foreign military sales procedures. The rental charge shown in Schedule A is based on costs identified at the time of signature of this lease and does not relieve the Lessee Organization from liability for other costs in accordance with the provisions of this Lease.

17. Distribution. Copies of the accepted Lease will be distributed by the Lessee Organization as follows:

- a. HQ DMA, ATTN: FL, Washington, DC 20305
- b. SAAC, Lowry AFB, CO 80230
- c. DSAA, OS-E, Washington, DC 20301
- d. DMAHTC, ATTN: LOS, Washington, DC 20315

SCHEDULE A
TO
LEASE AGREEMENT

BETWEEN
THE UNITED STATES GOVERNMENT, DEPARTMENT OF DEFENSE,
DEFENSE MAPPING AGENCY
AND
THE GENERAL SECRETARIAT

OF THE ORGANIZATION OF AMERICAN STATES

I. This Lease Agreement authorizes the use of U.S. Government property identified herein:

QTY	NSN	REPLACEMENT COSTS UNIT VALUE	TOTAL VALUE	RENTAL CHARGE (INCLUDING DEPRECIATION) PER MONTH
A. 1	3610010409815 Harris 129, Model LXG-FR, (SN1809)	\$36,822.00	\$36,822.00	No Charge/Purchased 1966, Press has exceeded 3/4 life expectancy.

TOTAL VALUE

II. Rental Payment: None.

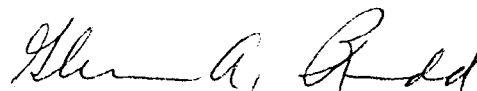
DETERMINATION REGARDING THE LEASE OF OFFSET PRINTING
PRESS TO THE ORGANIZATION OF THE AMERICAN STATES PURSUANT
PURSUANT TO CHAPTER 6 OF THE ARMS EXPORT CONTROL ACT

I hereby determine that the Offset Printing press and all associated nonexpendable support equipment, (including but not limited to, tools, ground support equipment, and publications) are not for the time needed for public use.

I further determine that there are compelling foreign policy and national security reasons for providing such Defense Articles on a lease basis rather than on a sales basis under the Arms Export Control Act.

17 OCT 1985

Date



Signature

GLENN A. RUDD
ACTING DIRECTOR

Defense Security Assistance Agency

CONCUR:

Jennifer Ward 16 Oct 1985
State (PM)