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**AGREEMENT BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA**

AND

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

**ON THE HOLDING OF THE
THIRTY-FIFTH REGULAR SESSION
OF THE GENERAL ASSEMBLY**

**FORT LAUDERDALE, FLORIDA
UNITED STATES OF AMERICA
June 5 - 7, 2005**

(Signed in Washington, D.C., on March 24, 2005)

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The parties to this Agreement, the Government of the United States of America (hereinafter the "GOVERNMENT") and the General Secretariat of the Organization of American States (hereinafter the "GENERAL SECRETARIAT");

Bearing in mind that in Resolution AG/RES. 1830 (XXXI-O/01), the OAS General Assembly expressed its appreciation to the GOVERNMENT for its generous offer to be the host country for the thirty-fifth regular session of the General Assembly;

Considering that the General Assembly, meeting in regular session on June 7, 2004, accepted the suggestion of the Delegation of the United States that the thirty-fifth regular session be held in the city of Fort Lauderdale, Florida, commencing on June 5, 2005;

Noting that Article 112 d) of the Charter of the Organization of American States stipulates that one of the functions of the GENERAL SECRETARIAT is to provide, on a permanent basis, adequate secretariat services for the General Assembly and other organs;

Recognizing that, in accordance with established practice, the GOVERNMENT has agreed to finance the difference between the budget approved for holding the meeting in the OAS headquarters and the actual cost of the meeting as held elsewhere, in addition to providing the GOVERNMENT's due share of necessary logistical and support services, and that, in accordance with resolution AG/RES. 457 (IX-O/79), "in calculating the cost of conferences the budget shall be based on expenses at headquarters";

Aware that by way of resolution CP/RES. 872 (1459/04) on "Costs of Conferences and Meetings Funded by the OAS," in operative paragraph Number 1, the Permanent Council decided: "To reiterate that the Regular Fund shall only be used to defray the costs of conferences and meetings already included in the program-budget of the Organization, . . . regardless of whether the allocation refers to a meeting at headquarters or away from headquarters" "and provided that the amounts do not exceed those outlined in operative paragraph 9 of this resolution," and that "any additional cost, or cost not covered by the Regular Fund, must be paid either by the host country or from specific funds";

Recognizing that resolution AG/RES. 1757 (XXX-O/00) establishes that only member states that are “current” or “considered current” are eligible to host meetings (including, but not limited to, conferences, meetings of ministers and experts, workshops, and seminars) of the Organization directly funded, in whole or in part, by the Regular Fund;

Further considering that the General Assembly, by means of resolution AG/RES.2059 (XXIX-O/04), approved the amount of US \$157,900 for the thirty-fifth regular session of the General Assembly; and,

Noting finally that, in accordance with established practice, the government of the host country of the meeting will finance the difference between the budget as approved by the General Assembly and the total cost of the event, in addition to providing its due share of necessary support services.

HEREBY AGREE AS FOLLOWS:

CHAPTER I

FUNDING

Article 1. The GENERAL SECRETARIAT shall contribute the sum of **US \$157,900** for the holding of the thirty-fifth regular session of the General Assembly in the United States.

Article 2. THE GOVERNMENT:

- a.** Will provide the sum of **US \$275,629** representing the GOVERNMENT’s contribution, as budgeted by the GENERAL SECRETARIAT in Appendix VI hereto, for funding the transfer and return of the necessary conference and secretariat services to the General Assembly site in Fort Lauderdale, Florida for the thirty-fifth regular session of the General Assembly, with that sum to be provided as stated in Appendix VI, and
- b.** Shall pay for all logistical and operating costs arising from the holding of the General Assembly session in Fort Lauderdale, Florida in the United States of America, in

accordance with the plans and specifications in Article 5, below, and Appendixes I, II, III, and IV hereto, in addition to any other costs that the GOVERNMENT may incur as the host country of the General Assembly.

Article 3.

- a. Without prejudice to resolutions CP/RES. 807 (1307/02) and CP/RES. 872 (1459/04), if at any time either party determines that the GOVERNMENT's expenses described in Article 2 will exceed the estimates contained in this agreement, that party will immediately inform the other party, and the parties will need to reach agreement upon either a source for the necessary additional funding or a strategy to reduce costs to the level of available funding.
- b. The GENERAL SECRETARIAT shall present to the GOVERNMENT, by September 1, 2005, a detailed report on the execution of the funds that the GENERAL SECRETARIAT has administered for the General Assembly session.

Article 4. Once the report referred to in Article 3.b, above, has been presented, if the amount deposited by the GOVERNMENT under the terms of Article 2.a, above, exceeds the amount necessary to cover the difference between the agreed budget and the total actual cost of transferring the necessary conference and secretariat services for the General Assembly session as established by GENERAL SECRETARIAT, plus any costs that the latter incurred under Article 5, below, the GENERAL SECRETARIAT shall reimburse the difference to the GOVERNMENT. Conversely, if, once the report referred to in Article 3.b has been presented, the amount deposited under the terms of Article 2.a, above, is insufficient to cover the aforementioned difference and the GOVERNMENT has agreed to that responsibility under the terms of Article 3.a, above; the GOVERNMENT shall immediately pay the GENERAL SECRETARIAT the amount of the shortfall.

CHAPTER II
PREMISES, PERSONNEL, MATERIALS, SERVICES, AND EQUIPMENT

Article 5. In accordance with the needs of the thirty-fifth regular session of the OAS General Assembly, the GOVERNMENT shall supply the premises, local transportation, personnel, materials, services, and equipment pursuant to CHAPTER I, Article 2.b, as set forth in Appendixes I-IV of this Agreement, all of which are listed below:

- a. Meeting rooms with necessary furniture, offices and office space, computer and printing equipment, means of communication, and Internet access, as set forth in APPENDIXES II, III, and IV hereto. This includes rooms for the plenary sessions of the General Assembly and its committees; rooms for meetings of working groups and for bilateral meetings; rooms for the officers of the General Assembly and offices for GENERAL SECRETARIAT staff; adequate work space for communications media covering the General Assembly session; and adequate space for any joint exhibits planned and agreed upon by the Parties to this Agreement. These premises and spaces shall be reserved for the exclusive use of the General Assembly and shall be completely equipped, at least three working days in advance of the opening date of the General Assembly session.

- b. Local personnel to perform specific tasks for the GENERAL SECRETARIAT and under its supervision during the General Assembly session as determined by mutual agreement between the Parties and hired by the GOVERNMENT, as listed in column "HC" (host country), Parts II through VII of APPENDIX I to this Agreement.

(1) The GENERAL SECRETARIAT may reject any such local personnel, in which event the GOVERNMENT is to hire replacement personnel.

(2) The GOVERNMENT shall grant the necessary independence and administrative autonomy to local personnel assigned by the GOVERNMENT to the GENERAL SECRETARIAT, where such local personnel shall be under the supervision of the GENERAL SECRETARIAT for the performance of their functions during the General Assembly session.

- c. The necessary office supplies, as indicated in APPENDIX II to this Agreement.
- d. Transportation services for the use of the GENERAL SECRETARIAT and secretariat personnel, as provided in APPENDIX III to this Agreement.
- e. All of the technical requirements to meet fully the computer, printing, communications, and Internet access needs of the General Assembly, as detailed in APPENDIXES II and IV hereto.
- f. The necessary hotel reservation services for all participants and GENERAL SECRETARIAT personnel. For this purpose, the GOVERNMENT shall request from each of the hotels selected for this event the availability and cost of rooms and confirmation of those rooms reserved, and shall convey this information in writing to the GENERAL SECRETARIAT.
- g. If the GOVERNMENT is unable to provide any portion of any of the requirements listed in subparagraphs a-f, above, at the request of the GOVERNMENT and as agreed, pursuant to Article 3.a, the GENERAL SECRETARIAT shall obtain them. The GENERAL SECRETARIAT's expenses for these items and services shall be accounted for and recorded as provided in Articles 3.b and 4, above.

Article 6. THE GOVERNMENT shall provide shuttle transportation between the General Assembly meeting site and the Conference hotels, as provided in APPENDIX III, for: (a) all persons invited to attend the General Assembly session by the GENERAL SECRETARIAT; and (b) representatives of the communications media (local and international press, radio, and television) and any other news agency accredited by the GENERAL SECRETARIAT, after the appropriate consultations with the GOVERNMENT.

Article 7. The GOVERNMENT shall provide security during the General Assembly session for the conference facilities; for which purpose the GOVERNMENT shall assign the necessary personnel and allocate the necessary means to ensure a secure environment for the normal conduct of deliberations. The GOVERNMENT shall also take the necessary measures to ensure that infirmary, emergency and other medical care, and first aid services are available to participants. The GENERAL

SECRETARIAT and the GOVERNMENT shall establish agreed-upon mandatory procedures for identification credentials, screening, and physical and procedural security controls, as well as any other necessary security measures. Every reasonable effort shall be taken to see that security measures are taken with due regard for the dignity of participants.

Article 8. The GENERAL SECRETARIAT shall be responsible for:

- a.** Providing the following secretariat personnel for the General Assembly session:
 - i.** Those specified in column "GS/OAS" in APPENDIX I to this Agreement;
 - ii.** Those specified in column "C-GS/OAS" (contracted by the GS/OAS) of APPENDIX I to this Agreement, to be engaged in accordance with procedures currently in force at the GENERAL SECRETARIAT.

- b.** Paying the cost of round-trip transportation, as necessary, to the city of Fort Lauderdale, Florida, United States of America, which shall be drawn from the GOVERNMENT's contribution, for:
 - i.** Personnel specified in columns "GS/OAS" and "C-GS/OAS" of APPENDIX I to this Agreement, as well as any appropriate terminal expenses and per diem allowances ; documentation on the topics to be discussed by the General Assembly; and the necessary office materials and equipment, in the amounts indicated in APPENDIX II to this Agreement.

- c.** Providing, at the request of the GOVERNMENT and as agreed, pursuant to Article 3.a, the necessary materials, services, and equipment, in accordance with Article 5, above, if these are not available locally.

CHAPTER III
PRIVILEGES AND IMMUNITIES

Article 9. Pursuant to the Charter of the Organization of American States, the International Organizations Immunities Act (IOIA), 22 U.S.C. § 288 *et seq.*, and Executive Order 10533 (19 FR 3289), the Government confirms that members of the delegations of the OAS member states to the 2005 General Assembly shall enjoy the privileges and immunities set forth in the IOIA at 22 U.S.C. §§ 288b and 288d, corresponding to their positions and as necessary for the independent performance of their official duties relating to their participation in the General Assembly, provided, however, that the notification and acceptance requirements of the IOIA, 22 U.S.C. § 288e, have been satisfied. These privileges and immunities are without prejudice to any additional privileges and immunities the members of the delegations of OAS member states and permanent observers may otherwise enjoy under the Agreement between the Government of the United States of America and the Organization of American States of March 20th, 1975 or other applicable law.

CHAPTER IV COORDINATORS

Article 10. The organization, management, and operation of the General Assembly will, in accordance with Article 112.d of the Charter, be accomplished by the GENERAL SECRETARIAT, acting through a Coordinator appointed for that purpose.

Article 11. The GOVERNMENT will, in turn, appoint a Coordinator who will collaborate with the GENERAL SECRETARIAT's Coordinator on matters having to do with the premises, personnel, supplies, services, equipment, security, and other logistical and operational support necessary for the proper functioning of the General Assembly.

Article 12. The GENERAL SECRETARIAT shall administer the resources allocated to the thirty-fifth regular session of the General Assembly strictly in keeping with the budget agreed upon by the Parties.

Article 13. The GOVERNMENT's Coordinator, acting in consultation with the GENERAL SECRETARIAT's Coordinator, shall be responsible for identifying, obtaining, and delivering all services to be provided by the GOVERNMENT, as stipulated in this Agreement.

Article 14. The GOVERNMENT's Coordinator shall establish monitoring and security systems for the safekeeping of equipment, materials, and supplies specifically required for the General Assembly session. Without prejudice to this responsibility on the part of the GOVERNMENT, either Coordinator may authorize one or more members of his or her staff to sign for the receipt of materials or equipment addressed to the other Party. In such case, the Coordinators shall jointly establish the necessary means of ensuring the security of such materials and equipment.

CHAPTER V
FINAL PROVISIONS

Article 15. APPENDIXES I, II, III, IV, V and VI are an integral part of this Agreement, and these Appendixes and this Agreement may be amended in writing by the duly authorized representatives of the Parties.

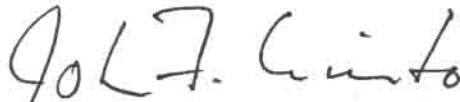
Article 16. The Parties shall attempt to resolve amicably any dispute that may arise between them with respect to the fulfillment or interpretation of this Agreement. Should this be impossible, disputes shall be resolved through a procedure mutually agreed upon by the Parties.

Article 17. This Agreement shall take effect on the date of its signature, and shall apply only to the 2005 General Assembly, to be held in Fort Lauderdale, Florida.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties do hereby sign this Agreement in two equally valid originals, in the city of Washington, D.C., on the 24th day of the month of March in the year two thousand and five.

**FOR THE GOVERNMENT
OF THE UNITED STATES OF AMERICA:**

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



John Maisto
Ambassador, Permanent Representative
of the United States of America to the
Organization of American States



Luigi R. Einaudi
Acting Secretary General
Organization of American States

