ACUERDOS BILATERALES

06-2009

Clasificación:

Fecha de Ingreso:	February 27, 2009
Nombre del Acuerdo:	Memorandum of Understanding between the General Secretariat of the OAS and the Government of Jamaica to participate in the Hemispheric Information Exchange Network for Mutual Assistance in Criminal Matters and Extradition
Materia:	
Partes:	GS/OAS & Jamaica
Referencia:	Jamaica
Fecha de Firma:	February 17, 2009
Fecha de Inicio: Fecha de Terminación:	
Lugar de Firma:	Washington D. C.
Unidad Encargada:	Department of Legal Cooperation
Persona Encargada:	
Original:	
Claves:	
Cierre del proceso:	
Notas adicionales:	



Permanent Mission of Jamaica to the Organization of American States

1520 New Hampshire Ave. N.W. Washington D.C. 20036

Telephone: (202) 986-0123 - Facsimille: (202)452-9395 Email: jamaicaoas@earthlink.net or jamaica@oas.org

Ref: 6/20/8C

The Permanent Mis anization of American States presents its compliments tariat — Department of Legal Cooperation of the Secrel further to its Note dated 6th Memorandum of Understanding signed by the relevant authorities to facilitate Jamaica participation un the Hemispheric Information Exchange Network for Mutual Assistance in Criminal Matters and Extradition.

The Permanent Mission of Jamaica to the Organization of American States avails itself of this opportunity to renew to the OAS General Secretariat – Department of Legal Cooperation of the Secretariat for Legal Affairs the assurances of its highest consideration.



Department of Legal Cooperation of the Secretariat for Legal Affairs General Secretariat Organization of American States February 13, 2009 MEMORANDUM OF UNDERSTANDING BETWEEN THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES AND THE GOVERNMENT OF JAMAICA (ACTING THROUGH THE MINISTRY OF JUSTICE OF JAMAICA) TO PARTICIPATE IN THE HEMISPHERIC INFORMATION EXCHANGE NETWORK FOR MUTUAL ASSISTANCE IN CRIMINAL MATTERS AND EXTRADITION

THE PARTIES TO THIS MEMORANDUM OF UNDERSTANDING, the General Secretariat of the Organization of American States (hereinafter "GS/OAS") and the Government of Jamaica (acting through the Ministry of Justice) (hereinafter the "Government").

CONSIDERING:

That in the context of the Meetings of Ministers of Justice or of Ministers or Attorneys General of the Americas (hereinafter "REMJA") it was decided to create a Hemispheric Information Exchange Network for Mutual Assistance in Criminal Matters and Extradition (hereinafter the "Network"), as an essential tool for strengthening the accessibility and effectiveness of justice in the Hemisphere;

That the Network comprises three components: a public component, consisting of a freely accessible Internet webpage; a private component, consisting of a restricted-access Internet webpage; and a secure electronic communication system (hereinafter the "System");

That, pursuant to the mandates from REMJA and the OAS General Assembly, the OAS General Secretariat, through the Department of Legal Cooperation of the Secretariat for Legal Affairs (hereinafter "DLC/SLA") has from the outset been providing the necessary legal and technical assistance for the creation, implementation and functioning of the Network, and is responsible for maintaining, improving and updating the information disseminated via its public and private web pages;

That, moreover, pursuant to the mandates of REMJA and the OAS General Assembly, the OAS General Secretariat, through the Department of Information Technology Services of the Secretariat of Administration and Finance (hereinafter "DOITS/SAF"), has from the outset been providing all the necessary technical support and services for the creation, implementation and functioning of the System; owns the server and the licenses for the System and maintains and administers it; has recently taken some important initiatives including signature of a technical cooperation agreement and development of a comprehensive online training program to facilitate continuous, effective and economical training for current and future users of the System;

That REMJA VI recommended that the Network be consolidated and strengthened, and extended to all member States of the OAS, and that the Secretariat should continue to

complete and update the public and private information components, and should continue to provide technical assistance and training in connection with the System;

That, in order to consolidate the Network and institutionalize relations between its beneficiaries and the GS/OAS, the parties have agreed to establish a normative framework for these purposes;

THEREFORE, THEY HAVE AGREED to sign this Memorandum of Understanding (hereinafter the "Memorandum").

ARTICLE I PURPOSE

1.1. The purpose of this Memorandum is to establish a legal framework to govern the provision of services by the GS/OAS in relation to the maintenance and functioning of the Network, as well as the participation of the Government in the Network.

ARTICLE II RESPONSIBILITIES OF THE GOVERNMENT

2.1. The Government:

a) Shall submit an application in writing to the GS/OAS, through the DLC/SLA for permits to use the System licenses by those of its officials with direct responsibilities for mutual assistance in criminal matters and/or extradition.

The application must indicate the number of permits requested, the names of the officials for whom a permit is requested, their responsibilities and functions in mutual assistance in criminal matters and/or extradition; their area of competence, by topic, geographic zone or institutional hierarchy; and any other information deemed useful for purposes of identification.

The application must be accompanied by letters of undertaking (in the format annexed to the Memorandum) duly signed by each of the officials for whom a permit to use the System licenses is requested.

- b) Shall take the necessary precautions, pursuant to instructions issued by the GS/OAS, for installing the System and providing online training for its proper use. Both of these activities shall be coordinated exclusively by the GS/OAS.
- c) Shall maintain, and remit to the GS/OAS upon request, a record of requests relating to mutual assistance in criminal matters and/or extradition that have been handled through the System by Jamaica. Subject to any confidentiality requirements, this record should

include general information on the request, its current status (i.e. in process, completed, or returned for correction), the outcome and the length of time it took to respond, so that the GS/OAS will have sufficient information to evaluate the usefulness of the System and its impact on the efficiency of cooperation processes and procedures in mutual assistance in criminal matters and extradition.

d) Shall send to the GS/OAS, within 30 days after signature of this Memorandum and subsequently every four months, the information necessary to update the section corresponding to Jamaica in the public component of the Network, using the format provided for this purpose by the GS/OAS. Failure to supply this information, following a written request from the GS/OAS, will be grounds for suspending the permits to use the System licenses, pursuant to Article 4.4 of this Memorandum.

ARTICLE III RESPONSIBILITIES OF THE GS/OAS

3.1. The GS/OAS, through the DLC/SLA:

- a) Shall coordinate the process of issuing, suspending and cancelling permits to use the System licenses, pursuant to Article IV of this Memorandum.
- b) Shall request the Government, in writing every four months, to send the information necessary to update the public component of the Network. When this information is received, the DLC/SLA will analyze it and publish it.

3.2. The GS/OAS, through the DOITS/SAF:

- a) Shall provide the following technical assistance in connection with the System:
 - (i) Assistance in installing the software and entering the corresponding updates, which will be provided by the GS/OAS to the staff of the Government in the IT (Information Technology) area. For these purposes, the Government will appoint at least one technical contact person, and will inform the DOITS/SAF of the name and contact information of that person or persons.
 - (ii) Administration of System access codes.
 - (iii) Online training for the use of the System, through a series of online modules that may also be used as support for day-to-day operation of the System. These modules will be available on the Network, and the user keys will be administered by DOITS/SAF.

- (iv) Response to queries on the use and functioning of the System submitted by email to the address provided by DOITS/SAF. The DOITS/SAF undertakes to respond to such queries within 48 hours after receiving the request.
- (v) The platform, system and operating specifications on which the System runs. This includes the dispatch of technical bulletins to the IT managers of the Government. DOITS/SAF will not be responsible for any problems that installation of the System may occasion in the respective equipment. Notwithstanding, if the installation of the System causes problems with any of the equipment, the DOITS/SAF will do its best to help find a solution to any incompatibilities.
- b) With respect to the System server, DOITS/SAF will guarantee:
 - (i) That its location is secured and access restricted.
 - (ii) Its availability, except where this is disrupted by service cuts beyond the control of DOITS/SAF caused by its Internet service providers.
 - (iii) Continuous updating with the most recent version of the security bulletins for the operating system.
 - (iv) That backups are kept on the System's server or servers. The backups shall not contain information submitted or received by users.
- 3.3. The services described in this Article shall be provided within the limits and capacities of the GS/OAS.

ARTICLE IV LICENSES

- 4.1. The licenses for the System are the exclusive property of the GS/OAS.
- 4.2. The GS/OAS will grant a permit to use the System licenses to the Government where:
- a) the Government has submitted an application that meets the requirements established in Article 2.1 (a) of this Memorandum, and
- b) the official for whom the permit is requested belongs to an entity, office or government institution designated by the laws of Jamaica as a central authority responsible for handling requests for mutual assistance in criminal matters and/or extradition.
- 4.3. The following procedure shall be used for the grant of the permits to use the System licences:

- a) The Government will submit a written application to DLC/SLA for a permit to use the licenses, pursuant to Article 2.1 (a) of the Memorandum.
- b) The DLC/SLA will decide whether the application is in order, taking into account the provisions of Article 4.2 above.

If the application is in order, the DLC/SLA will transmit it to the DOITS/SAF to create the user accounts and perform the necessary technical procedures.

If the DLC/SLA considers that any of the officials for whom the permit is requested does not fulfil the criteria set out in Article 4.2 of this Memorandum, the DLC/SLA will so advise the Government in writing and the Government may amend its application to replace that official with one who fulfils those characteristics.

- c) The DOITS/SAF will contact the IT personnel of the Government to proceed with installing the System software and creating the user accounts.
- 4.4. The GS/OAS may suspend a permit to use the System licenses where there has been a:
 - a) Failure to comply with the provisions of Article 2.1 (c), or
 - b) Failure to comply with the Annex (Sections 1, 2 or 4) of this Memorandum.

The suspension will remain in effect until those provisions are fulfilled.

- 4.5. The GS/OAS may cancel a permit to use the System license(s):
 - a) At the request of the Government; or
 - b) If the System is not used for a period of 60 days.

Cancellation of a permit to use of the System license(s) will mean the termination of user status and of all the privileges granted in this Memorandum.

- 4.6. If a permit is cancelled, the Government may request its renewal, it being understood that such requests will be processed by the DLC/SLA in the order in which they are received.
- 4.7. For the replacement and/or addition of users, the Government will proceed in accordance with Articles 4.2 and 4.3 of the Memorandum.
- 4.8. The issuance of permits to use the System licences will be subject to the availability of licenses and sufficient resources for the functioning of the System.

ARTICLE V INFORMATION

- 5.1. Given the technical characteristics and the security features of the System, the GS/OAS has no access, control or responsibility over the information circulated through that System.
- 5.2. Users of the System are obliged to fulfil the requirements that REMJA may adopt with respect to the handling of confidential information.
- 5.3. The Government is exclusively responsible for the truthfulness, timeliness, accuracy and precision of the information provided for inclusion in the public component of the Network.

ARTICLE VI FINANCING

6.1. The State's participation in the Network, and its allocation of permits to use the System licenses for officials of Government, will be financed from voluntary contributions of OAS member States, permanent observers, or other international financial organizations or cooperation agencies, and to the extent that the GS/OAS has financial resources available for these purposes. Without prejudice to the foregoing, the Government may request additional permits as a charge to its own funds, for which purpose it will make the necessary arrangements with the DOITS/SAF.

ARTICLE VII COORDINATION AND REPRESENTATIVES

7.1. The representative of the GS/OAS responsible for performance and coordination of the activities and obligations deriving from this Memorandum is Jorge García González, Director of the DLC/SLA. All communications and notifications relating to this Memorandum must be sent by mail, e-mail or fax to:

Jorge García González
Director, Department of Legal Cooperation
Secretariat for Legal Affairs
Organization of American States
19th Street NW & Constitution Ave. NW, Room 225
Telephone: +1(202) 458-3297
Fax: +1(202) 458-3598
jgarciag@oas.org

7.2. The GS/OAS representative responsible for compliance with the provisions of Article 3.2 of this Memorandum, and for all technical aspects of the Network, is Juan José Goldschtein, Director of DOITS/SAF. All communications and notifications concerning Network-related technical assistance must be sent by mail, e-mail or fax to:

Juan José Goldschtein
Director, Department of Information and Technology Services
Secretariat for Administration and Finance
1889 F ST NW Washington DC 20006
Telephone: +1 202 458 3075
Fax: +1 202 458 6212

jgoldschtein@oas.org

7.3. The representative of the Government responsible for performance and coordination of the activities and obligations deriving from this Memorandum is Robert Rainford, Permanent Secretary (acting) in the Ministry of Justice. All communications and notifications relating to this Memorandum must be sent by mail, e-mail or fax to:

Robert Rainford
Permanent Secretary (acting), Ministry of Justice
11th Floor, South Tower, NCB Towers, 2 Oxford Road, Kingston 5, Jamaica (876) 906 2404
(876) 906 1712
gbedward@moj.gov.jm

- 7.4. All communications and notifications flowing from this Memorandum shall be valid only when they are sent by mail, by fax, or by e-mail, and are addressed to the representatives of the parties at the addresses indicated in Articles 7.1, 7.2 and 7.3 above. When communications and notifications are transmitted by e-mail they shall be deemed valid provided they are sent direct to the e-mail addresses of the representatives of the parties.
- 7.5. The parties may change their representatives, in which case they shall provide written notification advising the name, position, address, telephone, fax and e-mail of the new representatives.

ARTICLE VIII PRIVILEGES AND IMMUNITIES

8.1. No provision of this Memorandum shall constitute express or tacit waiver of the privileges and immunities enjoyed by the GS/OAS, its organs, its personnel and its property and assets, as established in Articles 133, 134 and 136 of the OAS Charter, and by virtue of applicable international agreements and national laws on privileges and immunities.

ARTICLE IX DISPUTE SETTLEMENT

9.1. The parties shall attempt to resolve amicably any dispute that may arise between them in connection with the fulfilment or interpretation of this Memorandum. If this is not possible, such disputes shall be resolved through a procedure that the parties shall agree at that time.

ARTICLE X AMENDMENTS, VALIDITY AND TERMINATION

- 10.1. Amendments to this Memorandum may be made only by common agreement expressed in writing by the duly authorized representatives of the parties. The instruments containing the amendments shall be appended to this Memorandum and shall form part of it.
- 10.2. This Memorandum shall enter into force as of its signature by the duly authorized representatives of the parties, and shall remain in effect until either of the parties gives written notice to the other, at least 30 days in advance, that it does not wish to continue with this Memorandum, or until the funds referred to in article 6.1 are no longer available to GS/OAS.

IN WITNESS WHEREOF, the representatives of the parties, duly authorized for this purpose, sign this Memorandum in two original copies of equal validity, on the date and at the place indicated in each case.

FOR THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES

> Jeac Michel Arrighi Secretary for Legal Affairs

City: WASHINETON DC.

FOR GOVERNMENT OF JAMAICA (ACTING THROUGH THE MINISTRY OF JUSTICE OF JAMAICA)

Robert Rainford / | Permanent Secretary (acting), Ministry of Justice

City: Kingston, Jamaica
Date: February 4, 2009

I, PAULA LLEWELLY Nofficial of the Director of Public Rose cutoms Official of the Director of Public Rose cutoms of Official of the Director of Public Rose cutoms of Official of the Director of Public Rose cutoms of Official of the Director of Public Rose cutoms of Official of the Director of Public Rose cutoms of Official of the Director of Public Rose cutoms of Official of the Director of Public Rose cutoms of Official of the Director of Public Rose cutoms of Official of the Director of Public Rose cutoms of Official of the Director of Public Rose cutoms of Official of the Director of Public Rose cutoms of Official of the Director of Public Rose cutoms of Official of the Director of Public Rose cutoms of Official of the Director of Public Rose cutoms of Official of the Director of Public Rose cutoms of Official of the Director of Public Rose cutoms of Official of the Official of
principal functions.
declare
that I understand the objectives and purposes of the Hemispheric Information Exchange Network for
Mutual Assistance in Criminal Matters and Extradition as set forth in the Memorandum of
Understanding signed between the GS/OAS and the Ministry of Justice of Jamaica regulating
participation therein and, in my condition as user and beneficiary of the Secure Electronic
Communication System of that Network, I undertake to:
1. Participate in the online training provided by the GS/OAS for proper use of the

- System.
- 2. Use the System properly and continuously, on the understanding that if I do not use it for a period of 60 days or more the permit granted to me to use the license will be canceled, pursuant to Article 4.5 of the Memorandum.
- 3. Comply with the provisions that REMJA may adopt in relation to the handling of confidential information, pursuant to Article 5.2 of the Memorandum.
- 4. Respond promptly to consultations and requests that I receive through the System, and to maintain a record thereof for the purposes established in Article 2.1 (c) of the Memorandum.
- 5. Notify the GS/OAS immediately if I should cease to be a user of the System.

Date: March 14th 200 f
Place: DPP 5 Office
Signature: Bla V- Sluvelly

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I DIAHAAN GORDON HARRISON official of the office of the Devertor of having as my principal functions: Manager of the Martine legal Newstence
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Date: 15.3 08 Place: 16.3 116

Signature:

1, Cardene May official of the Drector of Public Mosecutor having as my
principal functions: Mutual Assistance in Criminal Matters
declare
that I understand the objectives and purposes of the Hemispheric Information Exchange Network for
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Date: 14/3/28
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Place: DPP3 office panaza

Signature:

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- 3. Comply with the provisions that REMJA may adopt in relation to the handling of confidential information, pursuant to Article 5.2 of the Memorandum.
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- 5. Notify the GS/OAS immediately if I should cease to be a user of the System.

Date: 4368
Place: D.P.D. Office
Signature: 1368

I, MN	ne_ Marie Newbhard official of the Office of the Director of t	, maying as my
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that I	inderstand the objectives and purposes of the Hemispheric Information	Exchange Network for
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partici	ipation therein and, in my condition as user and beneficiary of t	he Secure Electronic
Comm	nunication System of that Network, I undertake to:	
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	canceled, pursuant to Article 4.5 of the Memorandum.	
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	confidential information, pursuant to Article 5.2 of the Memoran	
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	and to maintain a record thereof for the purposes established in	Article 2.1 (c) of the

5. Notify the GS/OAS immediately if I should cease to be a user of the System.

Memorandum.

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	declare
that I u	nderstand the objectives and purposes of the Hemispheric Information Exchange Network for
Mutual	Assistance in Criminal Matters and Extradition as set forth in the Memorandum of
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2.	Use the System properly and continuously, on the understanding that if I do not use it for a period of 60 days or more the permit granted to me to use the license will be canceled, pursuant to Article 4.5 of the Memorandum.
3.	Comply with the provisions that REMJA may adopt in relation to the handling of confidential information, pursuant to Article 5.2 of the Memorandum.
4.	Respond promptly to consultations and requests that I receive through the System, and to maintain a record thereof for the purposes established in Article 2.1 (c) of the Memorandum.
5.	Notify the GS/OAS immediately if I should cease to be a user of the System.

Date: 14/03/08
Place: DPP
Signature: Baller

I YVONNE JOHNS, official of the Office of the D.P.P., having as my
I, YVONNE Young, official of the Office of the D.P.P. having as my principal functions: Executive Secretary to the Extradition Unit
declare
that I understand the objectives and purposes of the Hemispheric Information Exchange Network for
Mutual Assistance in Criminal Matters and Extradition as set forth in the Memorandum of
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Date: March 14, 2008
Place: D. P. P.
Signature: