

OEA/SER.D/V.9/92

**HEADQUARTERS AGREEMENT
BETWEEN
THE ORGANIZATION OF AMERICAN STATES AND THE GOVERNMENT OF THE
UNITED STATES OF AMERICA**

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WHEREAS

The Organization of American States has maintained headquarters in the City of Washington, D.C., in the United States of America since its origins in 1890; is the public international organization with the longest uninterrupted presence in the United States; and intends to maintain its headquarters in Washington, D.C., pursuant to Articles 91 and 126 of its Charter; and

WHEREAS

Article 138 of the Charter of the Organization provides that, "The Organization of American States shall enjoy in the territory of each Member such legal capacity, privileges, and immunities as are necessary for the exercise of its functions and the accomplishment of its purposes"; and

Article 139 of the Charter further provides that, "The representatives of the Member States on the organs of the Organization, the personnel of their delegations, as well as the Secretary General and Assistant Secretary General shall enjoy the privileges and immunities corresponding to their positions and necessary for the independent performance of their duties"; and

WHEREAS

The President of the United States in Executive Order 10533 designated the Organization as a public international organization entitled to certain privileges, exemptions, and immunities provided for by the International Organizations Immunities Act of the United States, 22 U.S.C. Sections 288-288i (1945), as amended; and

The Organization and the Government of the United States are parties to an agreement on the privileges and immunities of the representatives, interim and alternate representatives, and advisers of the missions of the member states to the Organization, and of the permanent and alternate observers of non-member states, which entered into force on March 20, 1975; and

WHEREAS

The Organization and the Government of the United States, in recognition of the close hemispheric ties and the harmonious relations that have always existed between the two parties, desire to formalize the status of the Organization in the United States; to extend to certain Organization officials privileges and immunities befitting their status; and to regulate conditions for the operation of the Organization in the United States;

THE ORGANIZATION OF AMERICAN STATES AND THE GOVERNMENT OF THE UNITED STATES HEREBY AGREE AS FOLLOWS:

PART ONE -- GENERAL PROVISIONS

ARTICLE I -- DEFINITIONS

Section 1

"Organization" and "Organization of American States" mean the international organization established by the Charter of the Organization of American States, and include any and all organs, agencies, and entities encompassed by Article 52 of the Charter that (1) have a presence in the United States; (2) are dependent on the General Assembly of the Organization of American States for the determination of their regular operating budget; and (3) are dependent upon the General Secretariat of the Organization of American States for their permanent secretariat services. "Organization" and "Organization of American States" do not include any other organ, agency, or entity encompassed by Article 52 except to the extent that this Agreement has been extended to such other organ, agency, or entity pursuant to Article XX of this Agreement.

Section 2

"Charter" means the Charter of the Organization of American States adopted in Bogota, Colombia, in 1948, entered into force 1951, and amended by the Protocol of Buenos Aires in 1967 and by the Protocol of Cartagena de Indias in 1985.

Section 3

"Permanent Council" means the Permanent Council provided for in Chapter XII of the Charter.

B. Filing of Claim; Filing Fee

A Small Claim shall be served upon the Assistant Secretary for Legal Affairs of the Organization together with a nonrefundable filing fee of U.S. \$50* and a letter stating the Complainant's choice for arbitrator. The Assistant Secretary shall not accept any Small Claim that is not accompanied by the filing fee and the name of an arbitrator selected from the List of Approved Arbitrators.

C. Pre-Hearing Filings and Procedures

1. The Small Claim shall contain at a minimum: (1) a short and plain statement that the Complainant has notified the Organization of the claim in accordance with Section III above; (2) a short and plain statement of the claim identifying the material facts and the rights that the Complainant alleges have been violated; (3) the amount of relief sought (not to exceed U.S. \$2,000 or any higher amount pursuant to Article VIII(b)(2) of the Agreement); (4) an address for receipt of process; (5) all supporting documentary evidence available to the Complainant; and (6) a statement that a diligent investigation of the facts has been conducted and that, to the best of the signer's knowledge and belief, they are true.

*The Secretary General may increase the filing fee by up to the same percentage as any increase in the jurisdictional amount for small claims effected pursuant to Article VIII(2)(b) of the Agreement.

Section 8

"Officials of the Organization" means (a) all persons considered to be staff members of the Organization under the General Standards To Govern The Operations Of The General Secretariat of the Organization of American States and (b) those persons elected or otherwise appointed in their personal capacity by the General Assembly of the Organization to perform official functions for the Organization.

Section 9

"Appropriate United States authorities" means such federal, state, or local (including District of Columbia) authorities in the United States as may be appropriate in the context and in accordance with the laws and customs of the United States, including the laws and customs of any state or local government involved.

Section 10

"The Government" means the federal Government of the United States.

Section 11

"Secretary of State" means the Secretary of State of the United States or his duly authorized designee.

Section 12

"IOIA" means the International Organizations Immunities Act of the United States, 22 U.S.C. Sections 288-288i (1945), as amended.

PART TWO -- STATUS OF THE ORGANIZATION

ARTICLE II -- LEGAL PERSONALITY

The Organization and the General Secretariat shall have legal personality and the capacity to contract, to acquire and to dispose of real and personal property, and to institute legal proceedings.

ARTICLE III -- RIGHT TO HOLD CURRENCY

Section 1

Without being restricted by financial controls, regulations, or moratoria of any kind, the Organization may hold funds, gold, or currency of any kind and operate accounts in any currency. The Organization shall be free to transfer its funds, gold, or currency to and from the United States or within the United States and to convert any currency held by it into any other currency.

Section 2

In exercising its rights under this Article, the Organization shall pay due regard to any representations or relevant laws and regulations of the United States insofar as the Organization considers that effect can be given to such representations, laws, and regulations without detriment to the interests of the Organization.

ARTICLE IV -- GENERAL PRIVILEGES

Section 1

The Organization shall enjoy immunity from suit and every form of judicial process. Such immunity can only be waived by the Organization expressly, with respect to the particular matter in issue, and in writing.

Section 2

Property of the Organization shall be immune from search, requisition, confiscation, expropriation and any other form of interference, whether by executive, administrative, judicial, or legislative action. No waiver of immunity relative to property of the Organization shall extend to any measure of execution unless that waiver expressly states that it is a waiver of immunity from execution upon such property.

Section 3

The archives of the Organization, and in general all documents belonging to it or held by it, shall be inviolable wherever located.

Section 4

The Organization and property of the Organization shall be:

(a) Exempt from all direct taxes, including property, sales, use, and excise taxes; provided, however, that the Organization shall not be exempt from user fees or taxes which are, in fact, charges for specific services rendered;

(b) Exempt from customs duties and prohibitions and restrictions on imports in respect of articles imported into the United States by the Organization for its official use, except prohibitions and restrictions relating to health and safety; provided, however, that articles imported under this exemption will be sold or otherwise disposed of in the United States only under conditions agreed to by the Secretary of State; and

(c) Exempt from customs duties and prohibitions and restrictions on imports and exports in respect to its publications.

ARTICLE V -- EMPLOYMENT AUTHORITY

The Organization shall have exclusive jurisdiction over the resolution of any and all disputes and matters arising out of, related to, or deriving from employment in, by, or with the Organization. In all such disputes, the Internal Law of the Organization provided for in Article XII below shall apply.

ARTICLE VI -- OFFICIAL TRAVEL DOCUMENT

Section 1

The Organization may issue an Official Travel Document to officials of the Organization. That Document shall be recognized and accepted as a valid travel document by the appropriate United States authorities if it shows the bearer's origin, identity, and nationality, if any; if it is clearly identified as an official Organization document intended for international travel; and if it bears a notation that the bearer is traveling on official business of the Organization.

Section 2

There shall be no charge to holders of the Organization's Official Travel Document for applications for visas required for official purposes, when accompanied by a certificate from the Organization that the visa is requested for travel on the business of the Organization. Such applications shall be dealt with as speedily as possible.

ARTICLE VII -- COMMUNICATIONS

Section 1

(a) The Government shall permit and protect free communication on the part of the Organization for all official purposes. The official correspondence and other official communications of the Organization shall be inviolable and no censorship shall be applied to them.

(b) The Organization shall have the right to use codes and to dispatch and receive its correspondence by courier or in bags, which shall have the same privileges and immunities as diplomatic couriers and bags.

Section 2

(a) In accordance with Article 141 of the Charter, the correspondence of the Organization, including printed matter and parcels, bearing the frank thereof, shall be carried free of charge in the mails of the United States. The obligations of the Government under this Section and Article 141 of the Charter shall, however, be subject to the continued cooperation of other member states in enforcing the provisions of that Article within their respective territories.

(b) The Organization shall enjoy such treatment as is necessary for the exercise of its functions and the accomplishment of its purposes with respect to press rates for information to the press, radio, and television, and with respect to priorities, rates and taxes on cables, telegrams, radiograms, telephotos, telephones, telexes, computers, other communications, and mails other than the mails of the United States.

Section 3

(a) The Government recognizes that the Organization must have access to telecommunications facilities adequate to ensure that it can perform its functions.

(b) To this end, the Organization shall use commercial communications facilities in the area in and around the Headquarters, including at such buildings as may temporarily be used by the Organization. The Organization will be free to procure any commercial communications facilities available in such area without the specific approval of the Government, excepting only such commercial communications facilities as normally would require licensing by the United States Federal Communications Commission. In the event that a specific Federal Communications Commission license is required, application therefor shall be made by the United States Department of State on behalf of the Organization. The Department undertakes to ensure the receipt of such licenses as may be required on a reasonable and timely basis.

(c) When commercial communications facilities in the area in and around the Headquarters, or at such buildings as may temporarily be used by the Organization, are incapable of meeting the Organization's telecommunications service requirements, the Organization may, subject to the written approval of the appropriate United States authorities, establish and operate its own communications facilities, as follows:

(i) The Organization will consult with the Department prior to the procurement of any communications facilities in order that the Department may advise the Organization whether specific approval to use the radio frequency spectrum will be required. In the event that such approval is required, application therefor shall be made by the Department of State on behalf of the Organization. The Department undertakes to ensure the assignment of specific frequencies on a reasonable and timely basis.

(ii) In its procurement of communications facilities, the Organization shall take into account fully the requirement of this subsection for the written approval of the appropriate United States authorities and, as appropriate, the advice of the Department with respect to use of the radio frequency spectrum.

ARTICLE VIII -- SETTLEMENT OF PRIVATE DISPUTES

Section 1

Without prejudice to the immunities conferred by the IOIA or this Agreement, the Organization shall make provisions for appropriate modes of settlement of disputes for which jurisdiction would exist against a foreign government under Section 1605(a)(2)-(6) of the United States Foreign Sovereign Immunities Act of 1976 ("FSIA"), as amended, and as to which the Organization is a party and asserts immunity under Section 1 of Article IV of this Agreement. In all such cases, each party shall bear its own attorneys fees and no damages in excess of actual damages shall be recoverable, except as otherwise expressly agreed by the parties. Federal, state, and local laws of the United States shall otherwise apply to the resolution of disputes pursuant to such modes of settlement; provided, however, that disputes between the Organization and officials of the Organization shall be resolved only in accordance with the Internal Law of the Organization provided for in Article XII, below, and only by institutions established or recognized by the Organization for that purpose.

Section 2

In the event that the parties to a dispute to which this Article applies cannot agree upon a mode of settlement, the following provisions shall apply:

(a) Except as provided in subparagraph (b) of this Section, the appropriate mode of settlement shall be binding arbitration in accordance with the procedures of the American Arbitration Association or the Inter-American Commercial Arbitration Commission, at the election of the Organization; provided, however, that no arbitrator or arbitration tribunal shall have authority to issue an order that a court or other judicial authority is precluded from issuing under the IOIA with respect to the property, archives, or officials of the Organization.

(b) Small claims shall be resolved in accordance with the procedures established in Annex C, which may be changed from time to time by agreement of the parties. For the first five years that this Agreement is in effect, a small claim shall be a claim of no more than \$2,000. Thereafter, the amount of a small claim shall be established by agreement between the Secretary General and the Secretary of State; in the absence of such agreement, however, the amount shall be increased, but never decreased, effective January 1 of each year in accordance with the Consumer Price Index for All Urban Consumers (CPI/U) for the Washington, D.C. area published by the United States Department of Labor's Bureau of Labor Statistics.

PART THREE -- HEADQUARTERS

ARTICLE IX -- INVIOABILITY

Section 1

The Headquarters shall be inviolable. The Headquarters, their furnishings, and other property thereon and all means of transportation belonging to the Organization shall be immune from search, requisition, attachment, or execution. The service and execution of legal process, including the seizure of private property, may take place within the Headquarters only with the consent of and under conditions approved by the Secretary General. Federal, state, or local officials of the United States, whether administrative, judicial, military, or police, shall not enter the Headquarters, except with the consent of and under conditions agreed to by the Secretary General. The consent of the Secretary General may be assumed in the case of fire or other similar disaster that threatens the public safety and requires prompt protective action, for the limited purpose of taking such protective action as may be necessary.

Section 2

(a) The appropriate United States authorities shall take all appropriate steps to protect the Headquarters against any intrusion or damage and to prevent any disturbances of the peace of the Headquarters or impairment of its dignity.

(b) If so requested by the Secretary General, the appropriate United States authorities shall maintain law and order within the Headquarters and remove therefrom persons as requested under the authority of the Organization. The Secretary General shall, if requested, enter into arrangements with the appropriate United States authorities to reimburse them for the reasonable cost of such services.

Section 3

(a) Without prejudice to Articles XIII and XIV of this Agreement, the Organization shall prevent the Headquarters from becoming a refuge for persons who are avoiding arrest under the federal, state, or local law of the United States; who are required by the Government for extradition to another country; or who are endeavoring to avoid service of legal process.

(b) The Headquarters shall not be used in any manner incompatible with the functions of the Organization as laid down in the Charter or in any special agreements in force between the Government and the Organization.

Section 4

The inviolability, privileges and immunities conferred by this Agreement upon the Headquarters shall immediately cease to apply to any part thereof that the Organization ceases to occupy and use in the performance of its official functions.

ARTICLE X -- POSSESSION, USE AND ENJOYMENT

Section 1

The appropriate United States authorities shall take whatever action may be necessary to assure that the Organization shall not be dispossessed of the premises in the United States comprising the Headquarters.

Section 2

The appropriate United States authorities will, to the extent requested by the Secretary General, exercise their powers with respect to public services to ensure that the Headquarters shall be supplied on equitable terms with the necessary public services, including electricity, water, gas, mail, telephone, telegraph, fire protection, snow removal, collection of refuse, drainage, and similar services. In case of any interruption or threatened interruption of any such services, the appropriate United States authorities will consider the needs of the Organization as being of equal importance with like needs of similar international organizations.

Section 3

The appropriate United States authorities shall take all reasonable steps to ensure that the amenities of the Headquarters are not prejudiced and that the purposes for which the Headquarters is required are not obstructed by any use made of the land in the immediate vicinity of the Headquarters. The

Organization on its part shall take all reasonable steps to ensure that the amenities of the land in the vicinity of the Headquarters are not prejudiced by any use made by the Organization of the Headquarters or of the land in the immediate vicinity of the Headquarters.

Section 4

The Organization shall notify the Secretary of State prior to purchasing or otherwise acquiring any property that it may wish to request be added to Annex A.

ARTICLE XI -- DISPOSITION

If the Organization ceases to use for its Headquarters all or part of the Main Building or the Administration Building; or if the Organization ceases to use the Administration Building as an office building for its sole use; or if the seat of the General Secretariat and the Permanent Council is removed from Washington, D.C.; or if for any other reason the Organization decides to convey or otherwise dispose of its interests in the Main Building or the Administration Building, then:

(a) The Organization shall give the Secretary of State prior notice.

(b) If the notice pertains to the Administration Building, the Government shall have the option to purchase the interest of the Organization in the Administration Building at

a purchase price that shall be the fair market value of the land and its improvements, less the fair market value of any portion of the land that was donated to the Organization by the Government. If any such notice pertains to the Main Building, the Government shall have the option to purchase the Main Building at a purchase price that shall be the fair market value of the land and its improvements. These options will expire if not exercised within a reasonable amount of time.

(c) In the event the Government and the Organization fail to agree upon the applicable purchase price, the purchase price shall be decided by taking the average of the appraisals of two independent appraisers chosen jointly by the Organization and the Government. If the parties cannot agree on the independent appraisers, the parties shall appoint arbitrators in accordance with Article XIX of this Agreement, and the arbitrators shall appoint the independent appraisers. The costs of the appraisals shall be shared equally by the parties.

ARTICLE XII -- LAW AND AUTHORITY IN THE HEADQUARTERS

Section 1

(a) The Headquarters shall be under the control and authority of the Organization as provided in this Agreement.

(b) For the purpose of establishing the necessary legal order for the exercise of its functions, the Organization shall

have the power to make and apply within the Headquarters the Internal Law of the Organization. The Organization shall determine the scope and substance of that Internal Law, which includes, but is not limited to: the Organization's Charter; its General Standards; its Retirement and Pension Plan; published rules and regulations of the Organization; international agreements to which the Organization is a party; the jurisprudence of tribunals duly constituted by the Organization for the resolution of internal disputes; long-standing administrative practices of the Organization uncontradicted by the Organization's published norms; and the federal, state, and local laws of the United States in those cases where those laws are not inconsistent with any of the above and their application would not interfere with the ability of the Organization or officials of the Organization to exercise the Organization's functions and to accomplish its purposes.

Section 2

The right of the Organization to expel or exclude persons from the Headquarters shall include, but not be limited to, the right to expel or exclude persons for violations of the Internal Law of the Organization and the federal, state, and local criminal laws of the United States. Persons who violate the federal, state, or local criminal laws of the United States may be subject to criminal penalties or to detention under arrest only in accordance with the provisions of applicable

federal, state, and local United States laws; this provision shall not be construed, however, to limit the Organization's authority to levy fines or other assessments under its Internal Law for infringements thereof.

Section 3

(a) The Organization shall observe the fire protection regulations, and shall endeavor to comply substantially with the health and safety regulations, other than the reporting and record-keeping requirements, of appropriate United States authorities without prejudice to its privileges and immunities under this Agreement. Where the fire protection regulations of the appropriate United States authorities are inconsistent with the Internal Law of the Organization, the regulations shall control.

(b) Notwithstanding any other provision of this Agreement, and without prejudice to the privileges and immunities enjoyed by the Organization and officials of the Organization under this Agreement, the federal, state, and local criminal laws of the United States shall apply within the Headquarters. Where those federal, state, and local criminal laws are inconsistent with the Internal Law of the Organization, those criminal laws shall govern.

Section 4

(a) Except in matters in which the Organization, officials of the Organization sued solely in their official capacity, or officials of the Organization acting in their

official capacity in relation to their official functions are party defendants and are immune from judicial process, or except as otherwise stated in this Agreement, the federal, state, and local courts of the United States shall have jurisdiction over acts done and transactions taking place at the Headquarters as provided in applicable federal, state, and local laws and shall determine the applicable law governing such acts.

(b) The federal, state, and local courts of the United States, when dealing with cases arising out of or relating to acts done or transactions taking place in the Headquarters, shall take into account the Internal Law of the Organization recognized under Section 1 of this Article.

PART FOUR -- PERSONS AFFILIATED WITH THE ORGANIZATION

ARTICLE XIII -- OFFICIALS

Section 1

Except as provided in Section 3 of this Article, officials of the Organization shall:

(a) Be immune from suit and legal process relating to acts performed by them in their official capacity and falling within their official functions except insofar as such immunity is waived by the Organization.

(b) Be exempt from taxation, whether by local, state, or federal authorities of the United States, which has been or may hereafter be imposed on monies paid to them by the Organization that constitute salaries, emoluments, or other compensation under the Internal Law of the Organization.

(c) Be immune from national service obligations.

(d) Together with members of their families forming part of their households, be immune from immigration restrictions and from alien registration and fingerprinting requirements.

(e) Be accorded the same privileges in respect of currency exchange facilities as are accorded to officials of comparable rank forming part of diplomatic missions to the United States.

(f) Together with members of their families forming part of their households, be given the same repatriation facilities in time of international crisis as diplomatic agents.

(g) Have the right to import free of duty their furniture and effects at the time of first taking up their post in the United States.

Section 2

(a) In addition to the immunities and privileges specified in Section 1 of this Article, those officials of the Organization listed in Annex B shall be accorded in respect of themselves, their spouses, and their minor children, subject to corresponding conditions and obligations, the privileges and immunities accorded to diplomatic agents. Other high-ranking officials of the Organization may be added to Annex B, and shall thereafter also have the privileges and immunities accorded to diplomatic agents, upon request by the Secretary General and approval of the Secretary of State.

(b) When traveling on the Organization's Official Travel Document and on the Organization's business, those persons accorded privileges and immunities under this Section shall be granted the same facilities accorded to diplomatic agents.

Section 3

(a) Paragraph (d) of Section 1 of this Article, regarding immunity from immigration restrictions and alien registration, shall not apply to members of the family of an official of the Organization elected or otherwise appointed in his or her personal capacity by the General Assembly of the Organization to perform official functions for the Organization unless such official is also a staff member of the Organization as described in Section 8 of Article I of this Agreement.

Paragraph (g) of Section 1, regarding the right to import, shall not apply to an official of the Organization elected or otherwise appointed in his or her personal capacity by the General Assembly of the Organization to perform official functions for the Organization unless such official is also such a staff member.

(b) Paragraph (b) of Section 1 of this Article, regarding exemption from taxation on salaries and emoluments; paragraph (c) of Section 1, regarding immunity from national service obligations; paragraph (g) of Section 1, regarding duty-free import of furniture and personal effects; and Section 2 of this Article shall not apply with respect to United States nationals or permanent residents.

Section 4

(a) Officials of the Organization and members of their immediate families, other than nationals and permanent residents of the United States, shall, insofar as concerns laws regulating entry into and departure from the United States, be entitled to the same privileges, exemptions, and immunities as are accorded under similar circumstances to officials of comparable rank forming part of diplomatic missions to the United States, and members of their families; provided, however, that:

(i) No official of the Organization shall be excluded from the United States on account of any activities performed by such individual in his or her official capacity in relation to his or her official functions.

(ii) No official of the Organization shall be required to leave the United States on account of any activities performed by such official in his or her official capacity in relation to his or her official functions. Nor shall any such official be required to leave the United States prior to consultation between the Secretary of State and the Secretary General. Should the Secretary of State determine, with respect to activities performed by an

official of the Organization other than in his or her official capacity in relation to his or her official functions, and after such consultation, that the continued presence in the United States of the official is not desirable, the Secretary of State shall so inform the Organization and, after such official shall have had a reasonable length of time, to be determined by the Secretary of State, to depart from the United States, such official shall cease to be entitled to the benefits of an official of the Organization under this Agreement.

(b) The laws and regulations in force in the United States regarding the entry of aliens shall not be applied in such manner as to interfere with the privileges referred to in paragraph (a) of this Section.

(c) Laws and regulations in force in the United States regarding the residence of aliens shall not be applied to officials of the Organization in such manner as to interfere with any privileges conferred by Section 1 of this Article.

Section 5

This Article shall not be construed to prevent the United States from requiring reasonable evidence to establish that persons claiming the rights granted by this Article are entitled to such rights, or the reasonable application of quarantine and health regulations.

ARTICLE XIV -- EXPERTS

Section 1

Persons, other than officials of the Organization, who are experts performing missions for the Organization shall be accorded the following privileges and immunities provided they have been notified to and accepted by the Secretary of State as provided for in Section 3 of this Article:

(a) Immunity from suit relating to acts performed by them in their official capacity and falling within their functions as such experts, except insofar as such immunity may be waived by the Organization.

(b) Inviolability for all papers and documents.

(c) For the purpose of their communications with the Organization, the right to use codes, the right to receive papers or correspondence by courier or in sealed bags, and the right to use telecommunications equipment, computers, and telexes as needed.

(d) The same facilities in respect of currency exchange as are accorded to representatives of foreign governments on temporary official missions.

(e) The same immunities and facilities in respect of their personal baggage as are accorded to diplomatic agents.

Section 2

(a) Experts of the Organization, other than nationals and permanent residents of the United States, shall be entitled,

insofar as concerns laws regulating entry into and departure from the United States, alien registration and fingerprinting, to the same treatment as is accorded to representatives of foreign governments on temporary official missions; provided, however, that no expert of the Organization shall be excluded from the United States on account of any activities performed by such official in his or her official capacity and relating to his or her official functions as an expert.

(b) Applications for visas from experts performing missions for the Organization, when accompanied by a certificate that they are traveling on the business of the Organization, shall be dealt with as speedily as possible.

Section 3

In the event that the Organization wishes an expert on a mission for the Organization to receive the benefits of this Article, it shall so notify the Secretary of State. The expert shall be presumed to have been accepted by the Secretary of State until such time as the Organization is advised otherwise.

ARTICLE XV -- OTHER PERSONS

Section 1

The appropriate United States authorities shall take appropriate steps to facilitate transit to or from the Headquarters of (a) persons invited to the Headquarters by the Organization on official business, and (b) representatives of

the press or of radio, film, or other information agencies who have been accredited by the Organization in its discretion after consultation with the Government.

Section 2

At the request of the Secretary General to the Secretary of State, the appropriate United States authorities will consult with the Organization concerning the possibility of admitting to the United States persons abroad who wish to visit the Headquarters and who are not covered by Section 1 of this Article.

ARTICLE XVI -- CONDITIONS UNDER WHICH PRIVILEGES ARE GRANTED
Section 1

Any and all privileges and immunities granted to officials of the Organization or to experts in this Agreement are granted in the interests of the Organization and not for the personal benefit of the individuals themselves. The Secretary General shall have the right and the duty to waive the immunity of any official or expert in any case where, in the Secretary General's opinion, the immunity would impede the course of justice and can be waived without prejudice to the interests of the Organization. In the case of the Secretary General, the Permanent Council shall have the right to waive immunity.

Section 2

Without prejudice to their privileges and immunities under this Agreement, it is the duty of all persons enjoying such privileges and immunities to respect the federal, state, and local laws and regulations of the United States.

Section 3

The Organization shall make provisions for appropriate modes of settlement of disputes involving any official of the Organization who by reason of the official's position enjoys immunity, if immunity has not been waived in writing by the Secretary General.

Section 4

Where a civil action is pending in any court of the United States against any official of the Organization relating to activities as to which there is no immunity under this Agreement or under the IOTA, or as to which immunity has been waived, the Organization shall require that official to appoint an agent prior to leaving the United States to take up another assignment, to retiring, or to separating from the Organization. That agent shall be authorized to receive process relating to the civil action on behalf of such official and, in the event of a final judgment against such official, to receive salary, pensions, and other remuneration due to such official from the Organization, so that such salary, pensions, and other remuneration may be available to satisfy such

judgment. In the event that any such official as to whom the Organization has continuing financial obligations fails to appoint such an agent, the Organization shall have authority to appoint an agent for him and shall do so. Any agent appointed pursuant to this section shall be resident in Washington, D.C., or in any other jurisdiction within the United States that the Secretary General deems appropriate.

Section 5

The Organization shall cooperate at all times with the appropriate United States authorities to facilitate the administration of justice, to secure the observance of police regulations, and to prevent the occurrence of any abuse of the privileges, immunities and facilities mentioned in this Agreement, including any abuses involving personal domestic staff of officials of the Organization.

Section 6

At the request of the appropriate United States authorities, the Secretary General shall assist such authorities with arrangements for registering the arrival and departure of persons who have been granted visas valid only for transit to and from the Headquarters and for sojourn therein and in its immediate vicinity.

Section 7

Except as otherwise provided in this Agreement, the Government retains full control and authority over the entry of persons or property into the territory of the United States and the conditions under which persons may remain or reside therein.

PART FIVE -- MATTERS RELATING TO THIS AGREEMENT

ARTICLE XVII -- SCOPE AND CONSTRUCTION

Section 1

This Agreement shall be construed in light of its primary purpose to enable the Organization at its Headquarters to discharge its responsibilities and fulfill its purposes under the Charter fully and efficiently.

Section 2

Nothing in this Agreement shall be construed as in any way limiting the privileges and immunities conferred on the Organization by the IOIA.

Section 3

Nothing in this Agreement shall be construed as in any way limiting the right of the United States to safeguard its own security, or its right completely to control the entrance of aliens into any territory of the United States.

ARTICLE XVIII -- CONSULTATIONS AND IMPLEMENTATION

Section 1

The Secretary General shall communicate regarding the application of the provisions of this Agreement and other questions affecting the Headquarters of the Organization with the Secretary of State, and with such other United States authorities as the Secretary of State shall advise the Secretary General are appropriate.

Section 2

The Secretary General and the appropriate United States authorities may enter into such supplemental agreements as may be necessary to fulfill the purposes of this Agreement. Such supplemental agreements may include amendments to the Annexes to this Agreement.

ARTICLE XIX -- SETTLEMENT OF DISPUTES

Any dispute between the Organization and the Government concerning the interpretation or application of this Agreement or any supplemental agreement relating to the Headquarters, which is not settled by negotiation or other agreed mode of settlement, shall be referred for final decision to a tribunal of three arbitrators, one to be named by the Secretary General, one to be named by the Secretary of State, and the third to be chosen by the two arbitrators named by the Secretary General and the Secretary of State.

ARTICLE XX -- EXTENSION OF THE AGREEMENT TO CERTAIN ENTITIES

The provisions of this Agreement may be extended to any organ, agency, or entity encompassed by Article 52 of the Charter but not satisfying the requirements set forth in the first sentence of Section 1 of Article 1 above by the agreement of the Secretary General, the Secretary of State, and the ranking official of the organ, agency, or entity in question.

All provisions of this Agreement, including its annexes, shall apply to any organ, agency, or entity to which this Agreement is so extended; provided, however, that the parties may agree on how any particular term in a provision of this Agreement will be understood so that the provision will be appropriate to the organ, agency, or entity in question.

ARTICLE XXI -- EFFECTIVE DATE AND DURATION

Section 1

This Agreement shall enter into force upon an exchange of notes between the Organization and the Government confirming that all necessary requirements for entry into force have been fulfilled.

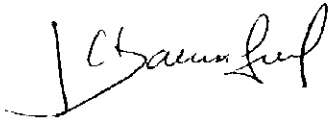
Section 2

This Agreement shall cease to be in force if the seat of the Permanent Council and the General Secretariat of the Organization is removed from the United States, except for such provisions as may be applicable in connection with the orderly termination of the operations of the Organization at its seat in the United States and the disposition of its property therein.

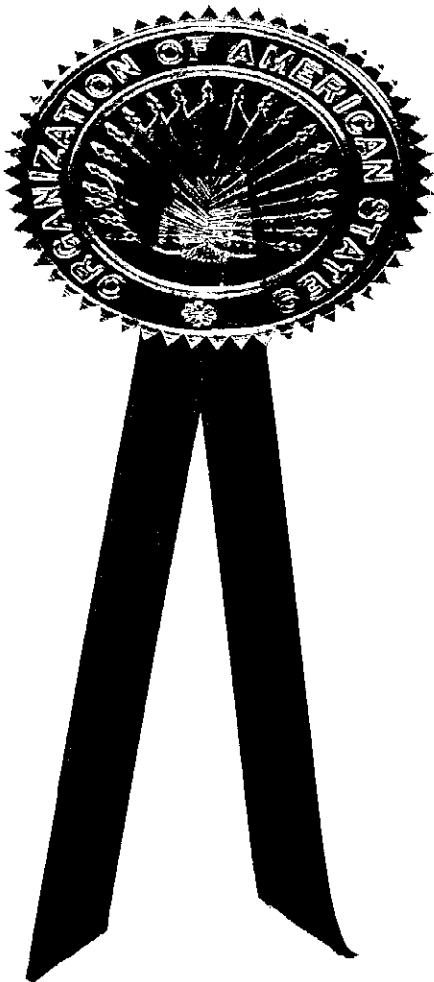
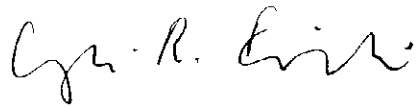
IN WITNESS WHEREOF the undersigned, being duly authorized representatives of the parties, have signed this Agreement and have affixed their seals hereto.

DONE at Washington in duplicate, this fourteenth day of May, 1992.

FOR THE ORGANIZATION
OF AMERICAN STATES:



FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA:



ANNEX A

THE HEADQUARTERS OF THE ORGANIZATION OF AMERICAN STATES

The premises referred to in Article I, Section 1 consist of the following premises in the city of Washington, D.C., used for the purposes of the Organization:

(a) the premises known as the Main Building and associated land and buildings, bounded on the East by Seventeenth Street, N.W., on the West by Eighteenth Street, N.W., on the North by C Street, N.W., on the South by Constitution Avenue, N.W., and on the Southwest by Virginia Avenue, N.W.;

(b) the premises known as the Administration Building and associated land, bounded on the East by Eighteenth Street, N.W., on the West by Nineteenth Street, N.W., on the North by Virginia Avenue, N.W., and on the South by Constitution Avenue, N.W.;

(c) the premises known as the General Secretariat Building and associated land located at 1889 F Street, N.W.;

(d) the premises known as the Inter-American Defense Board Building and associated land located at 2600 16th Street, N.W.; and (e) the premises known as the Residence, located at 2329 California Street, N.W.

ANNEX B

OFFICIALS OF THE ORGANIZATION OF AMERICAN STATES
GRANTED THE PRIVILEGES AND IMMUNITIES
ACCORDED TO DIPLOMATIC AGENTS

The Secretary General
The Assistant Secretary General
The Assistant Secretary for Management
The Assistant Secretary for Legal Affairs
The Executive Secretary for Economic and Social Affairs
The Executive Secretary for Education, Science, and Culture

ANNEX C

SMALL CLAIMS PROCEDURES
FOR CLAIMS SUBJECT TO ARTICLE VIII(2)(b)
OF THE HEADQUARTERS AGREEMENT BETWEEN THE
GOVERNMENT OF THE UNITED STATES
AND THE ORGANIZATION OF AMERICAN STATES

Disputes subject to arbitration under Article VIII of the Headquarters Agreement Between the Government of the United States and the Organization of American States ("the Agreement") and involving small claims shall be resolved in accordance with the following procedures unless otherwise agreed by the parties:

I. CLAIMS SUBJECT TO THESE PROCEDURES

A small claim shall be a claim for no more than \$2,000, or any larger amount established pursuant to Article VIII(2)(b) of the Agreement. To determine the amount of a claim, all claims arising out of the same operative facts, transaction, or contract, shall be treated as one claim.

II. POOL OF ARBITRATORS

The Secretary General of the Organization shall maintain a List of Approved Arbitrators consisting of active or retired attorneys and judges willing to serve as arbitrators for the same daily honorarium paid to members of the Organization's Administrative Tribunal, prorated on an hourly basis, with a maximum of one day's honorarium per case. The Secretary General

will periodically add and delete names to the list, as necessary. The Secretary of State will be notified of the name and qualifications of each person to be included in the list and shall have the right to object to the inclusion of any such person within ten days of receipt of such notice.

III. PREREQUISITES TO ARBITRATION

Prior to filing a Small Claim as provided below, the Complainant must notify the Organization in writing of the claim and must include in that notice a demand for satisfaction. This Notice and Demand shall be addressed to the Assistant Secretary for Legal Affairs unless otherwise required by contract, and must be received within six months of the date the claim arose (as determined by the Arbitrator in the event of a dispute). If the Complainant does not receive a response satisfactory to him within sixty days from the actual receipt of the Notice and Demand by the Organization, the Complainant shall have 180 days from the expiration of that sixty-day period to file a Small Claim as provided below. In the event, however, that the Complainant did not have notice of the requirement to file a Notice and Demand within six months of the date the claim arose, the Complainant shall be entitled to file the Notice and Demand within the earlier of (i) six months from the date on which the Complainant is notified of that requirement or (ii) the statute of limitations that would apply under applicable federal, state, or local law if the Organization were not immune from suit.

IV. APPOINTMENT OF ARBITRATOR

In the event arbitration is initiated, the Complainant shall select a single arbitrator from the List of Approved Arbitrators, which shall be made available to the Complainant by the Assistant Secretary for Legal Affairs of the Organization. The Complainant shall notify the Organization of the choice at the time the Small Claim is filed.

V. PAYMENT OF ARBITRATOR

Except as provided in Paragraph VI.C.8, below, the Organization will pay the cost of the arbitrator and provide administrative services. The maximum fee for any arbitration will be one day's honorarium.

VI. ARBITRATION PROCEDURES

A. Format of Filings

All pleadings submitted in the arbitration shall be presented on standard 8 1/2 x 11 inch white bond paper and filed in duplicate. They shall be presented in double-spaced typewritten format and shall not exceed ten pages in length, exclusive of exhibits. Pleadings not in conformance with these requirements shall not be accepted, but shall be returned to the party filing them and treated as if never filed.

Section 4

"Secretary General" means the Secretary General of the Organization elected pursuant to Article 113 of the Charter, or his duly authorized designee.

Section 5

"General Secretariat" means the General Secretariat of the Organization provided for in Chapter XVII of the Charter.

Section 6

"Headquarters" means the premises used for purposes of the Organization that are described in Annex A as well as such other premises as may from time to time be included therein by supplemental agreement pursuant to Article XVIII of this Agreement.

Section 7

"Property of the Organization" means all real, personal, and other property, including, without limitation, funds and assets belonging to the Organization, by whomsoever held; funds and assets held or administered by the Organization in furtherance of its functions under the Charter, by whomsoever held, including, without limitation, the Organization's Retirement and Pension Fund; and, in general, all income of the Organization.

2. The Organization shall answer the Small Claim within thirty days of the day after its receipt by serving an Answer on the Complainant by either United States mail, postage prepaid, FAX, or hand delivery at the address provided in the Small Claim. If the answer is served by mail or FAX, service shall be effected by depositing the Answer in the mail or by completing the FAX.

3. The Answer shall contain, at a minimum, (1) a statement admitting or denying the material facts set out in the Complaint; (2) a short and plain statement of any additional material facts; (3) any counterclaims against the Complainant, limited to claims arising out of the same operative facts, transaction, or contract; (4) the legal defenses to the Complaint; (5) all supporting documentary evidence available to the General Secretarial; and (6) a statement that a diligent investigation of the facts has been conducted and that, to the best of the signer's knowledge and belief, they are true.

4. The Complainant shall respond to any counterclaims made in the Answer within thirty days from the day after receipt of the Answer by serving a Response on the Assistant Secretary for Legal Affairs by United States mail, postage prepaid, FAX, or hand delivery. If the Response is served by mail or FAX, service shall be effected by depositing the Answer in the mail or by completing the FAX.

5. The Response shall meet the same requirements as the Answer, but shall be limited to responding to the counterclaims.

6. Within ten days after the Answer is filed or, if counterclaims are made, within ten days of receipt of any Response, each party shall advise the other whether it requests a hearing before the Arbitrator.

7. The Secretariat for Legal Affairs will transmit a copy of all pleadings that have been accepted as complying with the requirements of Sections VI.A and VI.B above to the Arbitrator within fifteen days after the Answer is filed or, if counterclaims are made, within fifteen days of receipt of any Response. The Secretariat shall at the same time advise the Arbitrator whether a hearing has been requested by either party.

8. The Arbitrator shall dismiss, without a hearing, any claim or counterclaim that does not comply with the requirements set forth in Section III or in Sections VI.C.1 or VI.C.3 above. If such claim or counterclaim is subsequently refiled, it shall be treated as a new case and the filing party shall pay the Arbitrator's fee.

9. There will be no discovery among the parties. Nor will either party have subpoena power over the other.

10. Without prejudice to the Arbitrator's right to seek additional documentation from the parties upon his own initiative, no documentary evidence may be submitted by a party on its own initiative after the filing of the pleadings provided for above unless it relates to facts that occurred after submission of the party's pleadings.

D. Hearing Procedures

1. Upon the petition of either party, the Arbitrator will conduct a hearing on any claim not dismissed pursuant to Section VI.C.8 above.

2. The Organization shall provide the facilities and secretarial support necessary for the arbitration hearing and for preparation of the arbitrator's report.

3. Proceedings will be conducted in English.

4. Each side shall pay the cost of its own counsel, if any, and other costs.

5. The hearing procedure will be informal. The Arbitrator will, at a minimum, allow each party: to present witnesses; to conduct cross-examination; to authenticate documents that are already in evidence and that are relevant to the claims and defenses at issue; and to present closing argument. Absent exceptional circumstances, which must be proven by the petitioning party, the closing argument shall not last more than fifteen minutes, and no party will be permitted more than five witnesses. The Arbitrator shall only admit evidence which satisfies acceptable standards of reliability and validity. The proceedings shall be taperecorded for the benefit of the Arbitrator.

E. The Decision

1. The Arbitrator shall issue a written Decision within ten working days of conducting the hearing. If there is no hearing, he shall issue the Decision within sixty days after receiving the pleadings from the Secretariat for Legal Affairs.

2. The Decision shall set out the Arbitrator's reasons for the Decision.

3. The Decision shall be in accordance with the limitations in Article VIII of the Agreement regarding attorney's fees, costs, and damages, and shall limit any award to not more than the jurisdictional amount for a small claim.

4. The Decision will be final and binding on the parties. Neither party shall have a right of appeal.

RECEIVED
JUN 11 4 56 PM '96
DEPARTMENT OF
GENERAL LEGAL SERVICES

UNITED STATES PERMANENT MISSION TO THE
ORGANIZATION OF AMERICAN STATES
DEPARTMENT OF STATE
WASHINGTON, D.C. 20520

2413
RECEIVED
JUN 1 1 57 PM '96
OFFICE
OF THE
SECRETARY GENERAL
May 29, 1996

No. 84-A

Excellency:

I have the honor to acknowledge receipt of your note of May 24, 1996, proposing:

that the Agreement between the United States of America and the Organization of American States regarding the Headquarters of the Organization of American States, signed at Washington on May 14, 1992, ("the Agreement") be amended by modifying Paragraph (e) of Annex A to read as follows:

(e) the premises known as the Residence, the location of such residence to be specified by the Organization and the Government through an exchange of diplomatic notes.

The Government of the United States of America accepts the proposal in your Excellency's note and considers that

His Excellency

Dr. Cesar Gaviria,

Secretary General to the
Organization of American States,
Washington.

your note and this note in reply constitute an agreement that shall enter into force on this date.

Accept, Excellency, the renewed assurances of my highest consideration.

A handwritten signature in cursive script, appearing to read "Julie A. Jarratt". The signature is written in dark ink and is positioned to the right of the typed text.

3145
RECEIVED
Oct 31 4 30 PM '97

October 28, 1997

Excellency:

I have the honor to acknowledge receipt of Your Excellency's note of July 7, 1997, advising that:

on June 30, 1997, the General Secretariat sold and conveyed title to the premises formally known as the "Residence" located at 2329 California Street, N.W., Washington D.C. Moreover ... in November 1994, the General Secretariat rented the premises located at 2908 (lots 851, 855, 839) and 2944 (lot 34) University Terrace, N.W. Washington D.C. ("the University Terrace Property"), to serve as the Residence, and it subsequently purchased that property in May 1996.

His Excellency

Dr. Cesar Gaviria,

Secretary General to the

Organization of American States,

Washington.

Your Excellency's note further advised that, pursuant to the amended Paragraph (e) of Annex A of the Headquarters Agreement Between the United States of America and the Organization of American States:

The General Secretariat hereby designates the University Terrace Property as the Residence so that it may be included in the definition of the Headquarters under the Agreement and may enjoy the corresponding privileges and immunities.

I have the honor to inform Your Excellency that my Government has no objection to the designation by the General Secretariat of the University Terrace Property as the Residence for purposes of amended Paragraph (e) of Annex A of the Headquarters Agreement Between the United States of America and the Organization of American States.

Accept, Excellency, the renewed assurances of my highest consideration.

A handwritten signature in cursive script, appearing to read "Javier Arreola". The signature is written in dark ink and is positioned in the lower right quadrant of the page.

UNITED STATES PERMANENT MISSION TO THE
ORGANIZATION OF AMERICAN STATES
DEPARTMENT OF STATE
WASHINGTON, D.C. 20520

RECEIVED
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March 19, 2000 MAR 23 A 11:52

No. 02-A

Excellency:

I have the honor to refer to Your Excellency's note of September 27, 2000, which reads as follows:

"Excellency:

I have the honor to propose that the Agreement between the United States of America and the Organization of American States regarding the Headquarters of the Organization of American States, signed at Washington on May 14, 1992 ("the Agreement"), as amended, be amended by modifying Annex B to delete the references to the Executive Secretary for Economic and Social Affairs and the Executive Secretary for Education, Science, and Culture, and to add a reference to the Executive Secretary for Integral Development. The proposed Annex B would thus read in its entirety as follows:

Annex B

Officials of the Organization of American States
Granted the Privileges and Immunities Accorded
To Diplomatic Agents

His Excellency

Dr. Cesar Gaviria,

Secretary General of the

Organization of American States,

Washington.

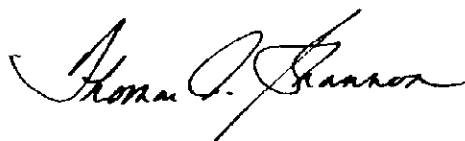
The Secretary General
The Assistant Secretary General
The Assistant Secretary for Management
The Assistant Secretary for Legal Affairs
The Executive Secretary for Integral Development

I further propose that this Note and your reply accepting the terms hereof shall constitute an agreement to amend Annex B of the Agreement, pursuant to Article XVIII, paragraph 2 of that Agreement, and that this agreement shall enter into force on the date of your reply.

Accept Excellency, the renewed assurances of my highest consideration."

I have the honor to inform Your Excellency that the above amendments are acceptable to the Government of the United States of America and that Your Excellency's note and this reply shall constitute an agreement between the Government of the United States and the Organization of American States, which shall enter into force on the date of this note.

Accept, Excellency, the renewed assurances of my highest consideration.

A handwritten signature in cursive script, appearing to read "Thomas P. Shannon".

Acting Permanent Representative