

Acuerdos Bilaterales

Clasificación: 14-2005

Fecha de Ingreso: 27 de enero de 2005

Nombre de Acuerdo: Agreement between the Government of the Republic of Trinidad and Tobago and the General Secretariat of the Organization of American States on the Holding of the Fifth Regular Session of the Inter-American Committee Against Terrorism (CICTE) and the Third Meeting of National Points of Contact.

Materia: Periodo de sesiones / Reuniones

Partes: SG/OEA & Trinidad and Tobago

Referencia: Trinidad and Tobago

Fecha de Firma: 10 de enero de 2005

Fecha de Inicio: 10 de enero de 2005

Fecha de Terminación:

Lugar de Firma: Washington, D.C.

Unidad Encargada:

Persona Encargada:

Original:

Claves:

Cierre del proceso:



**AGREEMENT BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF TRINIDAD AND TOBAGO
AND THE GENERAL SECRETARIAT OF THE
ORGANIZATION OF AMERICAN STATES
ON THE HOLDING OF THE FIFTH REGULAR SESSION OF THE
INTER-AMERICAN COMMITTEE AGAINST TERRORISM (CICTE) AND THE
THIRD MEETING OF NATIONAL POINTS OF CONTACT**

(Signed on January 10, 2005)

**AGREEMENT BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF TRINIDAD AND TOBAGO
AND THE GENERAL SECRETARIAT OF THE
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INTER-AMERICAN COMMITTEE AGAINST TERRORISM (CICTE) AND THE
THIRD MEETING OF NATIONAL POINTS OF CONTACT**

The Government of the Republic of Trinidad and Tobago (hereinafter "THE GOVERNMENT") and the General Secretariat of the Organization of American States (hereinafter "THE GENERAL SECRETARIAT" or "GS/OAS"),

CONSIDERING that, pursuant to resolution AG/RES. 2051 (XXXIV-O/04), in operative paragraph 13, the General Assembly at its thirty-fourth regular session, resolved to instruct the General Secretariat to continue providing, within the resources allocated in the program-budget of the Organization and other resources, administrative and any other necessary support for the CICTE Secretariat and the fifth regular session of CICTE scheduled to be held in the first quarter of 2005 and for the Meeting of National Points of Contact which will take place in conjunction with that regular session;

CONSIDERING ALSO that, at its fourth regular session, the Chair of CICTE accepted the generous offer of the Government of the Republic of Trinidad and Tobago to host both its fifth regular session and the third meeting of National Points of Contact, in February of 2005;

BEARING IN MIND that after the appropriate consultations with the Government of the Republic of Trinidad and Tobago, CICTE decided to hold both the fifth regular session and the third meeting of National Points of Contact in Port-of-Spain, from February 16 to 18, 2005;

NOTING that Article 112 d) of the Charter of the Organization of American States (hereinafter the "Charter") 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) "Update of Costs of Conferences and Meetings Funded by the OAS," the Permanent Council, in operative paragraph 1.a reiterated that: "The Regular Fund shall only be used to defray the costs of conferences and meetings already programmed in the budget of the Organization, provided that they meet the criteria approved by the Committee on Administrative and Budgetary Affairs (CAAP) for financing subprogram 10W (OAS Conferences), 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 the resolution;" and in 1.b reiterated 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) "Measures to Encourage the Timely Payment of Quotas", 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; and

RECOGNIZING ALSO that resolution CP/RES. 872 (1459/04) establishes in operative paragraph 7.e that the General Secretariat shall neither transfer nor assign the execution of funds to officials in the host country,

HEREBY AGREE AS FOLLOWS:

CHAPTER I

FUNDING

Article 1. THE GENERAL SECRETARIAT shall contribute the sum of **US \$49,932** for the holding of the fifth regular session of CICTE and the third meeting of National Points of Contact.

Article 2. THE GOVERNMENT:

- a. Will deposit with the OAS GENERAL SECRETARIAT, before the 17 of January, 2005, the sum of **US \$50,862** representing the Government's contribution, as budgeted by the General Secretariat, for funding the transfer and return of the necessary conference and secretariat services to the Republic of Trinidad and Tobago, site of the fifth regular session of CICTE and of the third meeting of National Points of Contact, and

- b. Shall pay for all logistical and operating costs arising from the holding of the fifth regular session of CICTE at the Republic of Trinidad and Tobago, in accordance with Article 5, below, Appendixes I, II, and III hereto, as well as any other costs that the GOVERNMENT may incur as the host country of the fifth regular session of CICTE and of the third meeting of National Points of Contact.

Article 3. The GENERAL SECRETARIAT shall present to the GOVERNMENT, at the close of the Organization's fiscal period for the year in which the fifth regular session of CICTE and the third meeting of National Points of Contact are held, a detailed report on the execution of the funds that the GENERAL SECRETARIAT has administered for the fifth regular session of CICTE and for the third meeting of National Points of Contact.

Article 4. Once the report referred to in Article 3 above has been presented, if the amount deposited by the GOVERNMENT under the terms of Article 2.a, above, is more than necessary to cover the difference between the agreed budget and the total actual cost of transferring the necessary conference and secretariat services for the fifth regular session of CICTE and the third meeting of National Points of Contact 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 has been presented, the amount deposited under the terms of Article 2.a, above, is insufficient to cover the aforementioned difference, the GOVERNMENT shall immediately pay the GENERAL SECRETARIAT the amount of the shortfall.

CHAPTER II

PREMISES, STAFF, MATERIALS, SERVICES, AND EQUIPMENT

Article 5. According to the requirements of the fifth regular session of CICTE and the third meeting of National Points of Contact, THE GOVERNMENT shall provide premises, staff, materials, services, and equipment as follows:

- a. Conference rooms for the Committee meeting in plenary and for the third meeting of National Points of Contact, as well as offices for THE GENERAL SECRETARIAT, the meeting officers, and secretariat staff. The aforementioned premises shall be reserved for the exclusive use of the meetings and shall be equipped, at least two days prior to the first day of the meetings, with the necessary furniture, computer equipment, and means of communication, as set forth in APPENDIX II to this Agreement.
- b. Local secretariat personnel, determined by agreement with THE GENERAL SECRETARIAT and indicated in column "HC" (host country) of Appendix I to this Agreement, as well as qualified local personnel (typists, transcribers, proofreaders, etc.), who shall be tested by THE GENERAL SECRETARIAT. If THE GOVERNMENT is unable to provide all staff required, THE GENERAL SECRETARIAT shall do so, and the corresponding increase in actual total cost under Article 1 above shall be borne by THE GOVERNMENT.

- c. The necessary office supplies, in the amounts indicated in APPENDIX II to this Agreement.
- d. Transportation services for of THE GENERAL SECRETARIAT and secretariat staff, as indicated in APPENDIX III to this Agreement.
- e. All necessary technical inputs to meet all computer system, Internet, and telecommunications requirements for the meetings, details of which are given in APPENDIX II to this Agreement.
- f. All lodging reservation services for participants and secretariat staff. To this end, THE GOVERNMENT shall require all hotels selected for this event to confirm the availability of the number of rooms reserved for this purpose.

Article 6. THE GOVERNMENT shall be responsible for the security of all participants, observers, guests, special guests, other guests, GENERAL SECRETARIAT staff, and local personnel assigned to THE GENERAL SECRETARIAT under Article 5 of this Agreement during the course of the meetings, for which purpose it shall assign the necessary personnel and allocate the necessary means to ensure the proper conduct of the deliberations and the safekeeping of the supplies and equipment required for the events.

Article 7. THE GENERAL SECRETARIAT shall be responsible for:

- a. Providing the following secretariat personnel for the meetings:
 - i. Personnel specified in column "GS/OAS" of APPENDIX I to this Agreement;

- ii. Personnel specified in column "C-GS/OAS" (hired by the OAS) of APPENDIX I to this Agreement, to be engaged in accordance with the rules, regulations, and procedures currently in force at THE GENERAL SECRETARIAT;
- b. Paying terminal expenses and the cost of transportation to and from Port-of-Spain for:
 - i. Personnel specified in columns "GS/OAS" and C-GS/OAS" of APPENDIX I to this Agreement;
 - ii. Documentation on the topics to be discussed at the meetings; and
 - iii. The necessary supplies and equipment, in the amounts specified in APPENDIX II to this Agreement.
- c. Providing, upon request, and for the account of THE GOVERNMENT, such supplies, services, and equipment as the latter is required to provide under Article 5 and that are not available on the local market. The related increase in total actual cost, in accordance with Article 1, shall be borne by THE GOVERNMENT.

CHAPTER III

PRIVILEGES AND IMMUNITIES

Article 8. In keeping with Articles 132 to 136 of the Charter, and pursuant to the "Agreement between the Government of the Republic of Trinidad and Tobago and the General Secretariat of the Organization of American States on the establishment and functioning in Port-of-Spain of the Office of the General Secretariat of the Organization of American States in the Republic of Trinidad and

Tobago", signed on June 29, 1970 in Washington D.C., THE GOVERNMENT shall extend to the delegations of the OAS member states, observers, officers of the Organization, staff members of THE GENERAL SECRETARIAT, and persons hired on a temporary basis as meeting personnel the necessary privileges and immunities for the proper performance of their duties in connection with the meetings.

Article 9. Additionally, in accordance with the provisions of the instruments cited in the preceding article, THE GOVERNMENT shall authorize the duty-free entry into and exit from the country of the documentation, supplies, and equipment, which shall be shipped to the Office of the General Secretariat in Port-of-Spain, from headquarters in Washington, D.C., to meet the needs of the meetings.

CHAPTER IV

COORDINATORS

Article 10. In accordance with Article 112 d of the Charter, the organization, management, and operations of the meetings shall be conducted by THE GENERAL SECRETARIAT, acting through a Coordinator appointed for that purpose.

Article 11. THE GOVERNMENT, in turn, shall appoint a National Coordinator for the host country, who shall work with THE GENERAL SECRETARIAT Coordinator on matters relating to the premises, personnel, supplies, services, and equipment necessary for the proper conduct of the meetings.

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Article 12. The National Coordinator appointed by THE GOVERNMENT, in consultation with THE GENERAL SECRETARIAT Coordinator, shall be responsible for obtaining and providing all services provided by the host country, as stipulated in this Agreement, including all necessary support for purposes of administration, protocol, security and safekeeping, lodging, installations, transportation, immigration, consular services, emergency medical care, etc.

Article 13. The National Coordinator for the host country shall institute systems of accountability and security for the safekeeping of equipment, materials, and supplies specifically required for the conduct of the meetings. 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 certify the receipt of materials or equipment addressed to the other party. In such case, the staff member so authorized and the party who so designated him or her shall be released from responsibility for the certified receipt from the moment of delivery of the materials or equipment to the addressee.

CHAPTER V

FINAL PROVISIONS

Article 14. Appendices I, II, and III are integral parts of this Agreement and may be amended in writing by agreement among the Parties.

Article 15. The Parties shall attempt to resolve amicably any dispute that may arise between them in connection with the implementation and interpretation of this Agreement. Should this not be possible, disputes shall be resolved through a procedure instituted by agreement between the parties.

Article 16. This Agreement shall enter into force on the date of its signature.

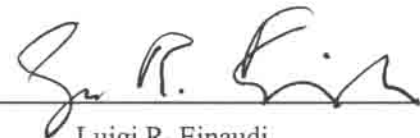
IN WITNESS WHEREOF the representatives of the Parties, having been duly authorized to do so now sign this Agreement in duplicate, each original being equally authentic and valid, at the headquarters of the GENERAL SECRETARIAT, in the city of Washington, D.C., on the 10th day of the month of January of the year two thousand and five.

FOR THE GOVERNMENT

FOR THE GENERAL SECRETARIAT



Her Excellency Marina Valere
Ambassador,
Permanent Representative of the Republic
of Trinidad and Tobago
to the Organization of American States



Luigi R. Einaudi
Acting Secretary General
Organization of American States

