

OEA/SER.D/V.23/95  
May 30, 1995  
Original: in english

MEMORANDUM OF UNDERSTANDING BETWEEN THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES (GS/OAS), THE UNITED NATIONS CENTRE FOR HUMAN SETTLEMENTS (HABITAT) AND THE UNITED NATIONS DEVELOPMENT PROGRAMME (UNDP) FOR JOINT TECHNICAL ASSISTANCE IN THE ESTABLISHMENT AND IMPROVEMENT OF BUILDING CODES FOR NATURAL DISASTER MITIGATION IN THE CARIBBEAN  
(Signed on May 30, 1995)



# MEMORANDUM

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date: June 29 1995

to: Mr. William M. Berenson, Acting Assistant Secretary for Legal Affairs and Director, Department of General Legal Services

~~from:~~ Lorne T. McDonnough, Acting Executive Secretary for Economic and Social Affairs

subject: Memorandum of Understanding for Collaboration with the Establishment and Improvement of Building Codes in the Caribbean

Please find attached for your files one fully signed original of the MOU pertaining to the above subject. This Memorandum of Understanding (MOU) between the General Secretariat of the Organization of American States, the United Nations Centre for Human Settlements (UNCHS-Habitat), and the United Nations Development Programme (UNDP) is intended to enable collaboration in the promotion of a safer built-environment in the Caribbean, through the implementation of activities in support of the adoption and administration of effective building codes in the member states of the Organization of Eastern Caribbean States (OECS).

**MEMORANDUM OF UNDERSTANDING**  
**between**  
**THE GENERAL SECRETARIAT OF THE**  
**ORGANIZATION OF AMERICAN STATES (GS/OAS)**

**the**  
**UNITED NATIONS CENTRE FOR HUMAN SETTLEMENTS (HABITAT)**

**and the**  
**UNITED NATIONS DEVELOPMENT PROGRAMME (UNDP)**

**for**  
**JOINT TECHNICAL ASSISTANCE IN THE ESTABLISHMENT AND**  
**IMPROVEMENT OF BUILDING CODES FOR**  
**NATURAL DISASTER MITIGATION IN THE CARIBBEAN**

This Memorandum of Understanding (MOU) between the General Secretariat of the Organization of American States, hereinafter referred to as "GS/OAS", the United Nations Centre for Human Settlements, hereinafter referred as UNCHS (Habitat), and the United Nations Development Programme, hereinafter referred as UNDP, is intended to enable collaboration in the promotion of a safer built-environment in the Caribbean, through the implementation of activities in support of the adoption and administration of effective building codes in the member states of the Organization of Eastern Caribbean States (OECS). This is not to be considered as a binding International agreement, and is limited to the co-operation herein described.

**ARTICLE I - OBJECTIVES**

The objectives of this joint technical assistance exercise shall be:

- A. Collaboration in natural disaster mitigation pilot projects in the Organization of Eastern Caribbean States (OECS).
- B. Preparation and introduction of modifications to the country-specific Building Codes prepared in the past by UNCHS/UNDP for all OECS member states.
- C. Introduction of the revised Codes at training/awareness building workshops.

- D. Consultations with the public and private sector to enlist their active participation in and support for measures to establish sustainable natural hazard mitigation mechanisms, including the development of an experienced building inspectorate.
- E. Provision of assistance in the establishment of public sector institutional arrangements for application of the Codes.
- F. Provision of up-dated versions of the Codes to the host governments.
- G. Training of prospective building inspectors.
- H. Development and dissemination of public awareness materials.

## **ARTICLE II - BACKGROUND**

Recognizing the coincidence of objectives between the Caribbean Disaster Mitigation Project of GS/OAS (GS/OAS/CDMP) and the OECS Building Code activities of UNCHS/UNDP in the area of promoting a safer built-environment in the Caribbean, the Department of Regional Development of GS/OAS, UNCHS (Habitat) and UNDP have taken the initiative to collaborate on the implementation of related activities in three OECS member states which have requested this type of UNCHS/UNDP/GS/OAS technical assistance.

The scope and technical content of this collaboration, including terms of reference for consultants, have been defined in a series of meetings and contacts between the Project Manager and Regional Coordinator of GS/OAS/CDMP on the one hand, and the Chief Technical Adviser of UNCHS (Habitat) and the Resident Representative of the UNDP-Barbados on the other.

## **ARTICLE III - IMPLEMENTING PROVISIONS**

The following points are established and agreed upon by both parties:

- The collaboration extends initially to three countries (Antigua and Barbuda, Dominica and St. Lucia).
- The activities in support of the adoption and administration of effective building codes will be recognized as joint GS/OAS/CDMP, UNCHS (Habitat) and UNDP activities, and their products will be joint products.
- Project consultants will be selected jointly by GS/OAS, UNCHS (Habitat) and UNDP.

- Each recipient country will receive US\$24,000 financed by equal contributions of US\$12,000 per country by GS/OAS and UNCHS/UNDP.

#### **ARTICLE IV - GS/OAS AND UNCHS/UNDP CONTRIBUTION**

##### **1. UNCHS/UNDP contribution**

- The consultants will be contracted by UNCHS/UNDP based on terms of reference which have been reviewed and approved by both GS/OAS and UNCHS/UNDP.
- UNCHS/UNDP will provide this exercise with US\$12,000 per country, up to a maximum of three countries, from the OECS Building Code project funds.
- Disbursements of this contribution will be made as inputs are contracted or purchased.

##### **2. GS/OAS contribution**

- GS/OAS will provide a total of US\$12,000 per country, up to maximum of three countries from its CDMP account to UNCHS/UNDP office in Barbados.
- An initial payment of US\$18,000 will be made by GS/OAS upon signature of this MOU by all the parties, and a final payment of US\$18,000 will be made upon review and approval of the final report of the consultants by the Department of Regional Development and Environment of GS/OAS.
- The above contribution makes allowances to cover support costs for the implementation of the joint activities in a magnitude to be determined and agreed by the parties.

#### **ARTICLE V - COORDINATION BETWEEN THE ORGANIZATIONS**

- Each party has appointed a Project Officer as indicated below, The Project Officer appointed by a Party shall be the principal point of contact for that party with the other with respect to this MOU, and within the limits established by the administrative procedures of each Party.
- The GS/OAS Project Officer is Kirk P. Rogers, Director, Department of Regional Development and Environment, General Secretariat of the Organization of the American States; 1889 F Street, NW, Washington, D.C.20006; Telephone (1-202) 458-6248; Fax (1-202) 458-3560.

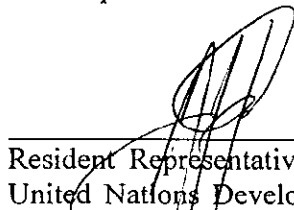
- The UNDP Project Officer is, The Resident Representative, the United Nations Development Programme, P.O. Box 625C, Jemmotts Lane, Bridgetown, Barbados, Telephone (1-809) 429-2521; Fax (1-809) 429-2448.
- The UNCHS Project Officer is James Armstrong, Chief Technical Adviser, United Nations Centre for Human Settlements (Habitat); P.O. Box 625C, Jemmotts Lane, Bridgetown, Barbados; Telephone (1-809) 426-33218; Fax (1-809) 435-2680.


**ARTICLE VI - RESOLUTION OF DISPUTES**

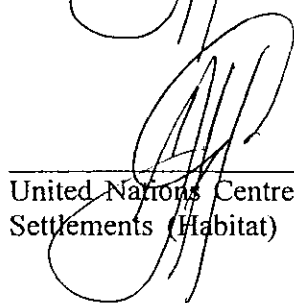
Any dispute arising out of or in connection with this MOU shall, if attempts at settlement by acquisition have failed, be submitted to arbitration in Washington D.C. by a single arbitrator agreed upon by the parties. Should the parties be unable to agree on a single arbitrator within thirty days of their request of arbitration, then each party shall proceed to appoint one arbitrator and the two arbitrators thus appointed shall agree on a third. Failing such agreement, either party may request the appointment of a third arbitrator by the President of the United Nations Administration Tribunal. The arbitrator shall rule on the final adjudication of the dispute.

**ARTICLE VII - OTHER PROVISIONS**

- This Memorandum of Understanding, shall remain in force for a period of 18 months beginning on the date it is signed by the parties. This term may be extended by way of amendment of this MOU.
- This MOU may be changed, modified or otherwise amended by mutual agreement of the parties in writing, dated, and appended hereto.
- Nothing in this MOU constitutes a waiver of the privileges and immunities granted the parties under their respective Charters and the Laws of their Member States.

  
**MAY 30 1995**  
 Resident Representative  
 United Nations Development Programme

  
 Kirk Rogers  
 Director  
 Department of Regional Development  
 and Environment  
 Organization of American States

  
**MAY 30 1995**  
 United Nations Centre for Human  
 Settlements (Habitat)