

Acuerdos Bilaterales

Clasificación: 4-2003

Fecha de Ingreso: 7 de febrero de 2003

Nombre de Acuerdo: Memorandum of Understanding on the Holding of a Meeting of Experts on Confidence- and Security - Building Measures

Materia: Período de Sesiones / Reuniones

Partes: SG/OEA & United States of American

Referencia: United States of American

Fecha de Firma:

Fecha de Inicio:

Fecha de Terminación:

Lugar de Firma: Washington D.C, Estados Unidos

Unidad Encargada:

Persona Encargada:

Original:

Claves:

Cierre del proceso:



**MEMORANDUM OF UNDERSTANDING BETWEEN THE GOVERNMENT OF
THE UNITED STATES OF AMERICA AND THE GENERAL SECRETARIAT OF
THE ORGANIZATION OF AMERICAN STATES ON THE HOLDING OF A
MEETING OF EXPERTS ON CONFIDENCE- AND SECURITY-BUILDING
MEASURES**

FEBRUARY 3-4, 2003

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MEASURES, FEBRUARY 3-4, 2003**

The Parties to this Memorandum of Understanding, the Government of the United States of America (hereinafter "THE GOVERNMENT") and the General Secretariat of the Organization of American States (hereinafter "THE GENERAL SECRETARIAT"):

Bearing in mind that the Plan of Action of the Third Summit of the Americas, in Quebec City, Canada calls for "an experts meeting, before the Special Conference on Security, as a follow-up to the regional conferences of Santiago and San Salvador on CSBMs, in order to evaluate implementation and to consider next steps to further consolidate mutual confidence";

Bearing in mind also that, in resolution AG/RES. 1880 (XXXII-0/02), the OAS General Assembly decided to convene the Summit-mandated Meeting of Experts on Confidence- and Security-Building Measures in the Region, in Miami, Florida, on February 3-4, 2003, to evaluate and consider next steps to further consolidate mutual confidence;

Noting that the Charter of the Organization of American States, in Article 112.d, provides that one of the functions of the General Secretariat is to "provide, on a permanent basis, adequate secretariat services for the General Assembly and the other organs...";

Aware that in operative paragraph 1 of resolution CP/RES. 807 (1307/02), "Update of Costs of Conferences and Meetings Funded by the OAS," the Permanent Council decided: "To reiterate that the Regular Fund shall only be used to defray the costs of conferences and meetings already programmed in the budget of the Organization, regardless of whether the allocation refers to a meeting at headquarters or away from headquarters," and that "any additional cost or cost not covered by the Regular Fund must be met out of external funds or by the host country";

Recognizing that resolution CP/RES. 807 (1307/02) establishes that the General Secretariat shall not transfer the execution of funds to officials in the host country;

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

HEREBY AGREE AS FOLLOWS:

CHAPTER I FUNDING

Article 1. THE GENERAL SECRETARIAT shall contribute the sum of US\$31,313.00 for the holding of the February 3-4, 2003 Summit-mandated Meeting of Experts on Confidence- and Security-Building Measures.

Article 2. THE GOVERNMENT

- a. Has confirmed with THE GENERAL SECRETARIAT, before December 20, 2002, that the sum of US\$109,276, representing THE GOVERNMENT's total contribution to funding the transfer of the necessary conference and secretariat services for the MEETING, can be transferred from the OAS/Democracy Unprogrammed Funds account into a Specific Fund for "Confidence and Security Building Measures" for this purpose (hereinafter the "US Specific Fund");
- b. THE GOVERNMENT agrees that funds transferred pursuant to Article 2a above, shall finance all logistical, operating and facilities costs arising from the holding of such MEETING, in accordance with Appendixes I and II

hereto, as well as any other costs that the United States may incur as host country, including costs related to the contract with the hotel in which the meeting will be held, and potential indemnifications and liquidated damages in case of cancellation or failure to meet agreed occupancy rate and other costs at the hotel.

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 MEETING is held, a detailed, itemized report on the budgetary execution of the funds it has administered for such MEETING .

Article 4. Once the budgetary execution report referred to in Article 3 above has been presented, if the amount confirmed by THE GOVERNMENT under the terms of Article 2.a. above is more than necessary to cover the difference between the approved budget and the total actual cost of the Meeting as established by THE GENERAL SECRETARIAT, the latter shall redeposit the remaining balance into the OAS/Democracy Unprogrammed Funds account. Conversely, if, once the budgetary execution report referred to in Article 3 has been presented, the amount deposited under the terms of Article 2.a is insufficient to cover the aforementioned difference, THE GOVERNMENT shall immediately confirm to THE GENERAL SECRETARIAT that the amount of the shortfall established by THE GENERAL SECRETARIAT may be transferred from the OAS/Democracy Unprogrammed Funds account into the U.S. Specific Fund established for this purpose.

CHAPTER II

PREMISES, PERSONNEL, MATERIALS, SERVICES, AND EQUIPMENT

Article 5. In accordance with the needs of the Summit-mandated Meeting of Experts on Confidence- and Security-Building Measures, THE GENERAL SECRETARIAT agrees to contract for the premises, personnel, materials, services, and equipment provided for in

CHAPTER I, Article 2.b, of this Memorandum of Understanding, with the amount confirmed by THE GOVERNMENT under Article 2.a. above as listed below:

- a. Meeting rooms as well as offices for THE GENERAL SECRETARIAT and officers of THE GENERAL SECRETARIAT. These premises shall be reserved for the sole and exclusive use of the MEETING and shall be equipped, at least one working day in advance of the opening date of the MEETING, with the necessary furniture, computer and printing equipment, means of communication, and Internet access, as set forth in Appendix II to this Memorandum of Understanding.
- b. Local personnel to be hired to perform specific tasks for the Secretariat during the Meeting shall be determined by agreement between THE GENERAL SECRETARIAT and THE GOVERNMENT and listed in column "HC" (host country) of Appendix I to this Memorandum of Understanding. The necessary local personnel (typists, transcribers, proofreaders, and others) shall be contacted and tested beforehand by THE GENERAL SECRETARIAT, in keeping with the requirements established by the Organization.
- c. The necessary office supplies, in the amounts indicated in APPENDIX II to this Memorandum of Understanding.
- d. All the technical requirements detailed in APPENDIX II to this Memorandum of Understanding, to meet all the computer, printing, communications, and Internet access needs of the Meeting.

The necessary hotel reservation services for all participants and GENERAL SECRETARIAT personnel. For this purpose, THE GENERAL SECRETARIAT shall request from each of the hotels selected for this event the availability and cost of rooms and confirmation of those rooms reserved.

Article 6. THE GOVERNMENT shall be responsible for the security of all participants, observers, special guests, secretariat staff, and other guests during the General Assembly session, for which purpose THE GOVERNMENT shall assign the necessary personnel and

allocate the necessary means to ensure the normal conduct of deliberations and the safekeeping of the materials and equipment necessary for the event.

Article 7. THE GENERAL SECRETARIAT shall be responsible for:

- a. Providing the following secretariat personnel for the Meeting:
 - i. Those specified in column "GS-OAS" in APPENDIX I to this Memorandum of Understanding;
 - ii. Those specified in column "C-GS/OAS" (contracted by the GS/OAS) of APPENDIX I to this Memorandum of Understanding, to be engaged in accordance with the rules, regulations, and procedures currently in force at THE GENERAL SECRETARIAT;
- b. Paying the cost of transportation to and from Miami for:
 - i. Personnel specified in columns "GS/OAS" and "C-GS/OAS" of APPENDIX I to this Memorandum of Understanding, as well as any appropriate terminal expenses and per diem allowances;
 - ii. Documentation on the topics to be discussed during the Meeting;
 - iii. The necessary office materials and equipment, in the amounts indicated in APPENDIX II to this Memorandum of Understanding; and
- c. Providing at the request and for the account of THE GOVERNMENT the necessary materials, services, and equipment, in accordance with Article 5, above. The expenses incurred by THE GENERAL SECRETARIAT for this purpose shall be processed as provided for in Articles 3 and 4, above.

CHAPTER III

PRIVILEGES AND IMMUNITIES

Article 8. Pursuant to Articles 132 through 136 of the Charter of the Organization of American States, THE GOVERNMENT shall extend to the delegations of the OAS member states, the delegations of the permanent observers to the Organization, the officers of the Organization, and members of the staff of THE GENERAL SECRETARIAT the necessary privileges and immunities for the unimpeded performance of their duties during the Meeting and shall grant necessary independence and administrative autonomy to personnel assigned to THE GENERAL SECRETARIAT during the Meeting.

CHAPTER IV

COORDINATORS

Article 9. In accordance with Article 112.d of the Charter, THE GENERAL SECRETARIAT shall handle the organization, management, and operations of the Meeting, acting through a coordinator appointed for that purpose (hereinafter "GSC").

Article 10. THE GOVERNMENT, in turn, shall appoint a coordinator at the permanent mission of the host country to the OAS (hereinafter "PMC"), who shall work with the GSC on the logistical and operational support necessary for the proper conduct of the Meeting.

Article 11. The GENERAL SECRETARIAT shall establish monitoring and security systems for the safekeeping of equipment, materials, and supplies specifically required for the MEETING.

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CHAPTER V
FINAL PROVISIONS

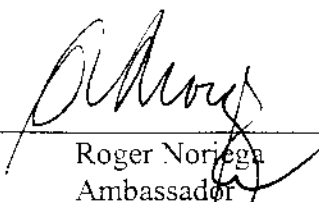
Article 12. APPENDIXES I and II, hereto, are integral parts of this Memorandum of Understanding and are incorporated by reference herein. This Memorandum of Understanding and its appendixes may be amended in writing by the authorized representatives of the parts, and such amendments shall be incorporated as integral parts of this Memorandum of Understanding.

Article 13. The parties shall attempt to resolve amicably any dispute that may arise between them with respect to the fulfillment or interpretation of this Memorandum of Understanding. Should this be impossible, disputes shall be settled by way of a procedure mutually agreed upon by the parties.

Article 14. This Memorandum of Understanding shall enter into force on the date of its signature by the authorized representatives of the parts.


IN WITNESS WHEREOF the duly authorized representatives of the parties do hereby sign this Memorandum of Understanding in two equally valid duplicate originals, in the city of Washington, District of Columbia, on the _____ day of the month of January in the year two thousand and three.

FOR THE GOVERNMENT



Roger Noriega
Ambassador
Permanent Representative of the United States
to the Organization of American States

FOR THE GENERAL SECRETARIAT



Luigi R. Einaudi
Assistant Secretary General
In charge of the General Secretariat
Organization of American States