

ACUERDOS BILATERALES

Clasificación: 73-2012

Fecha de Ingreso: 13 de junio de 2012

Nombre del Acuerdo: Memorandum of understanding between the General Secretariat of the Organization of American States and the Attorney General's chambers of Saint Lucia to participate in the Hemispheric Information Exchange Network for mutual assistance in criminal matters and extradition

Materia: To participate in the Hemispheric Information Exchange Network for mutual assistance in criminal matters and extradition

Partes: GS/ the the Attorney General's chambers of Saint Lucia

Referencia: the Attorney General's chambers of Saint Lucia

Fecha de Firma: March 14, 2011

Fecha de Inicio

Fecha de Terminación

Lugar de Firma: Washington D.C.(United States of America)

Unidad Encargada: Executive Secretary for Integral Development

Persona Encargada:

Original

Claves

Cierres del proceso

**MEMORANDUM OF UNDERSTANDING BETWEEN THE GENERAL
SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES AND THE
ATTORNEY GENERAL'S CHAMBERS
OF SAINT LUCIA
TO PARTICIPATE IN THE HEMISPHERIC INFORMATION EXCHANGE
NETWORK FOR MUTUAL ASSISTANCE IN CRIMINAL MATTERS AND
EXTRADITION**

THE PARTIES TO THIS MEMORANDUM OF UNDERSTANDING, the General Secretariat of the Organization of American States (hereinafter "GS/OAS") and the Attorney General's Chambers of Saint Lucia (hereinafter "the Attorney General's Chambers")

CONSIDERING:

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

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

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

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

b) Shall take the necessary precautions, pursuant to instructions issued by the GS/OAS, for installing the System and providing online training for its proper use. Both of these activities shall be coordinated exclusively by the GS/OAS.

c) Shall maintain, and remit to the GS/OAS upon request, a record of requests relating to mutual assistance in criminal matters, extradition or both, that have been handled through the System. This record must include general information on the request, its current status (i.e. in process, completed, or returned for correction), the outcome and the length of time it took to respond, so that the GS/OAS will have sufficient information to evaluate the usefulness of the System and its impact on the efficiency of cooperation processes and procedures in mutual assistance in criminal matters and extradition.

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

ARTICLE III RESPONSIBILITIES OF THE GS/OAS

3.1. The GS/OAS, through the OLC/DILA:

a) Shall coordinate the process of issuing, suspending and canceling permits for use of System licenses, pursuant to Article IV of this Memorandum.

b) Shall request the Attorney General's Chambers, in writing every four months, to send the information necessary to update the public component of the Network. When this information is received, the OLC/DILA will analyze it and publish it.

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

a) Shall provide the following technical assistance in connection with the System:

(i) Assistance in installing the software and entering the corresponding updates, which will be provided by the GS/OAS to staff of the Attorney General's Chambers in the IT (Information Technology) area. For these purposes, the Attorney General's Chambers will appoint at least one technical contact person, and will inform the DOITS/SAF of the name and contact information of that person or persons.

(ii) Administration of System access codes.

4.3. The following procedure shall be used for the license use permit:

- a) The Attorney General's Chambers will submit a written application to OLC/DILA for a permit to use the licenses, pursuant to Article 2.1 (a) of the Memorandum.
- b) The OLC/DILA will decide whether the application is in order, taking into account the provisions of Article 4.2 above.

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

If the OLC/DILA considers that any of the officials for whom the permit is requested do not fulfill the characteristics indicated in Article 4.2 of the Memorandum, the OLC/DILA will so advise the Attorney General's Chambers so that, if necessary, the official can be replaced by one who fulfills those characteristics.

- c) The DOITS/SAF will contact the IT personnel of the Attorney General's Chambers to proceed with installing the System software and creating the user accounts.

4.4. The GS/OAS may suspend the permit for use of licenses in case of:

- a) Failure to comply with the provisions of Article 2.1 (c), or
- b) Failure to comply with Annex 1 (Sections 1, 2 or 4) of this Memorandum.

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

4.5. The GS/OAS may cancel the permit for use of licenses:

- a) At the request of the Attorney General's Chambers; or
- b) If the System is not used for a period of 60 days.

Cancellation of the permit for use of the license will mean the termination of user status and of all the privileges granted in this Memorandum.

4.6. If the permit is canceled, the Attorney General's Chambers may request its renewal, it being understood that such requests will be processed by the OLC/DILA in the order in which they are received.

4.7. For the replacement of users, the Attorney General's Chambers will proceed in accordance with Articles 4.2 and 4.3 of the Memorandum.

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

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

7.3. The representative of the Attorney General's Chambers responsible for performance and coordination of the activities and obligations deriving from this Memorandum is (*name/title*). All communications and notifications relating to this Memorandum must be sent by mail, e-mail or fax to:

Name.
Title.
Address.
Telephone.
Fax.
E-mail

7.4. All communications and notifications flowing from this Memorandum shall be valid only when they are sent by mail, by fax, or by e-mail, and are addressed to the representatives of the parties at the addresses indicated in Articles 7.1, 7.2 and 7.3 above. When communications and notifications are transmitted by e-mail they shall be deemed valid provided they are sent direct to the e-mail addresses of the representatives of the parties.

7.5. The parties may change their representatives, in which case they shall provide written notification advising the name, position, address, telephone, fax and e-mail of the new representatives.

ARTICLE VIII

PRIVILEGES AND IMMUNITIES

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

Attachment 1

NAME	DESIGNATION	RESPONSIBILITIES	EMAIL ADDRESS	AREAS OF COMPETENCE
Rauiston Glasgow	Solicitor General Attorney General's Chambers	Head of the Advice and Litigation Department	rglasgow@gosl.gov.lc rauiston@hotmail.com	- Mutual Legal Assistance and Extradition - Administrative Law
Brender Portland- Reynolds	Senior Crown Counsel Attorney General's Chambers	Advice and Litigation	bportland@gosl.gov.lc bports@hotmail.com	- Mutual Legal Assistance and Extradition - Administrative Law
Deale Lee	Senior Crown Counsel Attorney General's Chambers	Advice and Litigation	dlee@gosl.gov.lc	- Mutual Legal Assistance and Extradition - Administrative Law
Paul Thompson	Director Financial Intelligence Authority	Head of Financial Intelligence Authority	slufia@candw.lc Thompson_paul@yahoo.com	- Investigations
Patrick Scholar	Senior Financial Intelligence Officer Financial Intelligence Authority	Investigating Financial Crime	patrick scholar@yahoo.com scholfax@hotmail.com	- Investigations
Shirley Combie	Senior Financial Intelligence Officer Financial Intelligence Authority	Investigating Financial Crime	scombie@hotmail.com	- Investigations

ANNEX A
LETTER OF UNDERTAKING

I, **Raulston Glasgow, Solicitor General**, official of the **Attorney General's Chambers**, having as my principal functions: **(1) Head of the Advice and Litigation (2) Mutual Assistance and Extradition matters as well as Administrative matters** declare that I understand the objectives and purposes of the Hemispheric Information Exchange Network for Mutual Assistance in Criminal Matters and Extradition as set forth in the Memorandum of Understanding signed between the GS/OAS and the Attorney General's Chambers of Saint Lucia regulating participation therein and, in my condition as user and beneficiary of the Secure Electronic Communication System of that Network, I undertake to:

1. Participate in the online training provided by the GS/OAS for proper use of the system.
2. Use the System properly and continuously, on the understanding that if I do not use it for a period of 60 days or more the permit granted to me to use the licence will be canceled, pursuant to Article 4.5 of the Memorandum.
3. Comply with the provisions that REMJA may adopt in relation to the handling of confidential information, pursuant to Article 5.2 of the Memorandum.
4. Respond promptly to consultations and requests that I receive through the System, and to maintain a record thereof for the purposes established in Article 2.1(C) of the Memorandum.

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I, **Brender Portland, Senior Crown Counsel**, official of the **Attorney General's Chambers**, having as my principal functions: **(1) Advice and Litigation (2) Mutual Assistance and Extradition matters as well as Administrative matters** declare that I understand the objectives and purposes of the Hemispheric Information Exchange Network for Mutual Assistance in Criminal Matters and Extradition as set forth in the Memorandum of Understanding signed between the GS/OAS and the Attorney General's Chambers of Saint Lucia regulating participation therein and, in my condition as user and beneficiary of the Secure Electronic Communication System of that Network, I undertake to:

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I, **Deale Lee, Senior Crown Counsel**, official of the **Attorney General's Chambers**, having as my principal functions: **(1) Advice and Litigation (2) Mutual Assistance and Extradition matters as well as Administrative matters** declare that I understand the objectives and purposes of the Hemispheric Information Exchange Network for Mutual Assistance in Criminal Matters and Extradition as set forth in the Memorandum of Understanding signed between the GS/OAS and the Attorney General's Chambers of Saint Lucia regulating participation therein and, in my condition as user and beneficiary of the Secure Electronic Communication System of that Network, I undertake to:

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I, **Paul Thompson, Head of Financial Intelligence Authority**, official of the **Financial Intelligence Authority**, having as my principal function: **Investigations** declare that I understand the objectives and purposes of the Hemispheric Information Exchange Network for Mutual Assistance in Criminal Matters and Extradition as set forth in the Memorandum of Understanding signed between the GS/OAS and the Attorney General's Chambers of Saint Lucia regulating participation therein and, in my condition as user and beneficiary of the Secure Electronic Communication System of that Network, I undertake to:

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I, **Shirley Combie, Senior Financial Intelligence Officer**, official of the **Financial Intelligence Authority**, having as my principal function: **Investigations** declare that I understand the objectives and purposes of the Hemispheric Information Exchange Network for Mutual Assistance in Criminal Matters and Extradition as set forth in the Memorandum of Understanding signed between the GS/OAS and the Attorney General's Chambers of Saint Lucia regulating participation therein and, in my condition as user and beneficiary of the Secure Electronic Communication System of that Network, I undertake to:

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4. Respond promptly to consultations and requests that I receive through the System, and to maintain a record thereof for the purposes established in Article 2.1(C) of the Memorandum.

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I, **Patrick Scholar, Senior Financial Intelligence Officer**, official of the **Financial Intelligence Authority**, having as my principal function: **Investigations** declare that I understand the objectives and purposes of the Hemispheric Information Exchange Network for Mutual Assistance in Criminal Matters and Extradition as set forth in the Memorandum of Understanding signed between the GS/OAS and the Attorney General's Chambers of Saint Lucia regulating participation therein and, in my condition as user and beneficiary of the Secure Electronic Communication System of that Network, I undertake to:

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