

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN
STATES (GS/OAS)
AND
THE HALO TRUST
FOR
COOPERATION ON WEAPONS AND AMMUNITION MANAGEMENT**

THE PARTIES TO THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as “MoU”), the **General Secretariat of the Organization of American States (hereinafter referred to as “GS/OAS”)**, a public international organization, with headquarters located at 1889 F. St. N.W., Washington, D.C., 20006, represented by its Secretary General, Mr. Luis Almagro, and The **HALO Trust (hereinafter referred to as “HALO”)**, a non-profit organization, with headquarters located at Carronfoot, Thornhill, Dumfries, DG3 5BF, Scotland, United Kingdom, represented by its Head of Region for Latin America, Thomas Griffiths,

Hereinafter collectively referred to as "the Parties" and individually as a “Party”.

CONSIDERING:

That the Inter-American Convention against the Illicit Manufacture of and Trafficking in Firearms, Ammunition, Explosives, and other related materials (hereinafter referred to as “CIFTA”) is an important regional binding instrument to address the phenomenon and promote coordinated Inter-American strategies;

That the Department of Public Security (hereinafter referred to as “DPS/OAS”), and the Department against Transnational Organized Crime of GS/OAS (hereinafter referred to as “DTCO/OAS”), as the Technical Secretariat of CIFTA, provide support to State Parties of the CIFTA to implement its dispositions;

That the GS/OAS, through DPS/OAS, supports the efforts of Member States of the Organization of American States (hereinafter referred to as “OAS”) to prevent and manage the illicit proliferation and trafficking of small arms and light weapons, and their ammunition through the Program of Assistance on Control of Arms and Munition (hereinafter referred to as “PACAM”). PACAM provides technical assistance to OAS Member States to improve national capacities to manage the lifecycle of firearms and ammunition, to strengthen community resilience to armed violence, and reduce unauthorized access to firearms;

That PACAM seeks to promote synergies with other entities and organizations, including from civil society, to increase the efficiency of the support provided to the OAS Member States and reduce duplication of efforts;

That PACAM, since 2015, has consistently provided technical assistance to Central American countries in their efforts to improve systems to manage weapons and ammunition, as well as to prevent armed violence at a community level;

That HALO also seeks to strengthen the institutional capacities of fragile and conflict-affected States to manage their stockpiles, and secure their stocks of small arms and light weapons and ammunition to minimize risks of accidents, unintended explosions, and diversion;

That the OAS Member States, pursuant to the Recommendations of the Fifth Conference of States Parties to the CIFTA, as endorsed by the General Assembly of the OAS through resolution AG/RES. 2970 (LI-O/21), recognized the need to enhance the coordination of efforts at national, regional, subregional, and international levels, as appropriate, to strengthen a global response to the serious challenge and threat to international peace and security posed by firearms trafficking;

That the parties would benefit from greater coordination and collaboration in support of States to reduce illicit firearms trafficking, particularly in the Central American region; and

That the GS/OAS is the central and permanent organ of the OAS and is authorized to carry out relations of cooperation in accordance with Article 112(h) of the Charter and OAS General Assembly Resolution AG/RES. 57 (I-O/71);

NOW, THEREFORE, the Parties express their intention to cooperate as follows.

I: PURPOSE

1.1. The purpose of this MoU is to establish a framework for cooperation mechanisms between GS/OAS, acting through the DPS/OAS, and HALO to carry out, within their respective mandates and missions, joint activities related to weapons and ammunition management.

II: GENERAL COOPERATION ON WEAPONS AND AMMUNITION MANAGEMENT

2.1. HALO shall:

- a. As required, provide advice to the GS/OAS on matters material to this Agreement;

- b. Based upon information provided by GS/OAS, distribute information on the objectives and activities of the OAS among the different institutions with which it has relationships;
- c. Provide to the GS/OAS, publications on matters having relation to joint programs, projects, and activities;
- d. At the request of the GS/OAS, propose draft texts or participate in the review of Inter-American legislative texts, model laws, legislative guides, and other uniform documents, related to weapons and ammunition management, for possible submission to the pertinent organs of the OAS;
- e. Share with GS/OAS, yearly, a list of Points of Contact and stakeholders of OAS Member States participating in HALO's activities on weapons and ammunition management;
- f. Consider the written observations and comments of GS/OAS in the areas indicated in weapons and ammunition management;
- g. Recognize the role and expertise of GS/OAS to certify destruction processes of surplus, obsolete, and/or seized stockpiles, according to international and Inter-American standards, and, to the extent possible (considering funding availability), invite DPS/OAS to join technical assistance missions of destruction processes as a quality-control certifier.
- h. Provide technical assistance to OAS programming, upon the agreement of the parties.

2.2. GS/OAS shall:

- a. Make available such OAS documentation and publications, related to weapons and ammunition management, as are requested by HALO to the extent that confidentiality restrictions permit and the financial resources of the Organization allow;
- b. In accordance with the norms of the respective organs of the OAS and at the request of HALO, invite its representatives to the public meetings of those organs when matters of interest to them will be discussed;
- c. As requested by HALO, collaborate on matters relative to training in the member states of the OAS in the areas of weapons and ammunition management, in accordance with the programs approved by the General Assembly provided and subject to available financial resources; and
- d. Consider the written observations and comments of HALO in the areas indicated in weapons and ammunition management.

e. Provide technical assistance to HALO programming, upon the agreement of the parties.

2.4. The parties agree to:

- a. Carry out biannually meetings to share updates and work plans on areas of interest of weapons and ammunition management, particularly planned activities and support to Central American countries, to reduce duplication of work;
- b. Recognize the partnership, both organizations, as well as donors in all publications related to joint activities implemented by the parties;
- c. Communicate their joint collaborations in all reporting to donors and other relevant bodies;
- d. Observe the highest ethical standards and administrative transparency in all actions and activities related to this MoU.

III:

SUBSEQUENT OR RELATED ARRANGEMENTS OR AGREEMENTS

3.1. The Parties will consider developing special cooperation relations to promote the implementation of joint activities to strengthen weapons and ammunition management, which will take into account:

- a. The development and implementation of joint research projects to promote weapons and ammunition management;
- b. The exchange of bibliographic materials and access to databases and general information related to weapons and ammunition management;
- c. The exchange of documents and specific information in relation to work programs that are of interest to each of the Parties;
- d. The close collaboration between professional personnel to strengthen studies, research, and operational implementation programs; and
- e. Joint meetings to address matters of common interest.

3.2. Any supplementary agreements, memoranda of understanding, or letters of agreement entered into pursuant to Article 3.4 below, shall be governed by the terms of this Agreement, unless the Parties expressly provide otherwise in those instruments.

3.3. Within two months after the signing of this Agreement, and thereafter before the 28th of February of each year, each Party shall present to the other a written document containing its planned activities for the current calendar year in relation to the subject matter of this

Agreement and the countries benefited by both organizations with the goal of identifying synergies and developing potential joint activities.

3.4. Once the Parties have jointly determined the programs, projects, and/or activities to be implemented and the corresponding authorizations and funds have been obtained, the Parties will conclude a subsequent or related agreement or arrangement, containing the applicable conditions for each program, project and/or activity. Each subsequent or related agreement or arrangement will be signed by the duly authorized representatives of the parties and will specify in detail, the following:

- a. The agreed-upon program, project, and/or activity;
- b. The objectives sought;
- c. The departments or entities of each of the Parties that will execute the program, project, and/or activity;
- d. The work plan: stages, planning, and chronology of development;
- e. Where applicable, the budget and the human and material resources required by the program, project, and/or activity, specifying the financial responsibilities and contributions of each Party (indicating the nature and the amount), the schedule of the contributions, and, as required, the property of the material resources that are acquired;
- f. A provision relating to the coordination, notification, and follow-up of the program, project, and/or activity; and
- g. A provision referring to this MoU as the framework for the partnership between the Parties for the development of any program, project, or activity.

IV: FINANCIAL ASPECTS

4.1. Nothing in this MoU will create any financial obligations or commitment of resources, financial or otherwise, on the part of either Party. Unless expressly agreed in writing by the Parties, they will cover their own expenses arising from any activity carried out under this MoU and detailed in the specific or related agreements or arrangements, as set out in Article III of this MoU.

4.2. The Parties further acknowledge that none of them will engage in fundraising activities using the name and/or logo of the other Party without consent of the other Party for any project implemented pursuant to this MoU, and that the Parties will not jointly engage in

fundraising activities for such joint projects unless such fundraising is mutually agreed upon, and is allowed under the Parties' respective rules, regulations and procedures.

V:

USE OF THE PARTIES' NAMES, EMBLEMS OR LOGOS, AND PUBLICITY

5.1. Neither Party will use the name, including any abbreviation thereof, emblem, official seal, or trademarks of the other Party, its subsidiaries, and/or affiliates, in connection with its business or otherwise, without the prior express written approval of the other Party in each instance. In no event will authorization to use the name, emblem, or logo of the OAS be granted for commercial purposes.

5.2. The Parties will recognize and acknowledge their cooperation under this MoU, as appropriate and in a manner consistent with their respective regulations, rules, policies, and procedures. To this end, the Parties will consult with each other concerning the manner and form of such recognition and acknowledgment.

5.3. Any public statement regarding the activities carried out thereunder will be decided upon by the Parties prior to its publication or dissemination.

VI:

COORDINATION AND NOTICE

6.1. Within the GS/OAS, the Department responsible for coordinating GS/OAS activities under this MoU is the DPS/OAS and the Coordinator is Ms. Pier Angelli De Luca, Program Manager of PACAM. Notifications and communications will be directed to the Coordinator at the following street address, and by electronic mail:

General Secretariat of the OAS
Pier Angelli De Luca, Program Manager of PACAM
1889 F Street, N.W.
Washington, D.C. 20006
United States of America
Tel.: (1-202) 370-9884
Electronic Mail: pdeluca@oas.org

6.2. The entity responsible within HALO for coordinating the activities under this MOU is HALO's Central America Program and the Coordinator is Mr. Alan Quinn, Program Manager of HALO Central America. Notifications and communications will be directed to the Coordinator at the following street address, and by electronic mail:

The HALO Trust

Alan Quinn, Program Manager HALO Central America
Avenida Las Acacias y Pasaje 2, no. 122
San Benito, San Salvador
El Salvador
Electronic Mail: alan.quinn@halotrust.org

6.3. All communications and notifications under this MoU will be validly made only when they are sent by mail or electronic mail addressed to the Coordinators whose names are set out in Subparagraphs 6.1 and 6.2, above. When the communications and notifications are transmitted by electronic mail, they will be valid when they are sent directly from the electronic address of the Coordinator of one of the Parties to the electronic address of the Coordinator of the other.

6.4. Either Party may change the responsible entity, the designated Coordinator, the address, telephone, or electronic mail indicated by notifying the other Party in writing in a timely manner.

VII: PRIVILEGES AND IMMUNITIES

7.2. Nothing in this Agreement constitutes an express or implied waiver of the privileges and immunities of the OAS, the GS/OAS, their personnel, and their assets, in accordance with the OAS Charter, relevant agreements, applicable national law, or the general principles and practices of international law.

VIII: DISPUTE RESOLUTION

8.1 Any dispute or complaint that may arise in conjunction with the application or interpretation of this Agreement, or supplementary agreements, memoranda of understanding or exchange of letters pursuant to Article 4.3, above, shall be settled by direct negotiations between the Parties. If a solution satisfactory to both Parties cannot be reached, then the Parties shall submit their differences to arbitration pursuant to the Arbitration Rules of the United Nations Commission on International Trade Law (“UNCITRAL”) or of the Inter-American Commercial Arbitration Commission (“IACAC”) currently in effect. The place of arbitration shall be Washington D.C, U.S.A. The language in the proceedings shall be English unless the Parties agree otherwise. The three arbitrators or, as the case may be, the one arbitrator shall decide the dispute as amiable compositeur or ex aequo et bono. The arbitrator’s decision shall be final, binding and not subject to appeal.

8.2 The law applicable to the arbitration proceedings and to this Agreement shall be the law of the District of Columbia, USA.

IX:
EXCHANGE OF INFORMATION AND INTELLECTUAL PROPERTY

9.1. Subject to their respective regulations, rules, policies and procedures, as well as any specific rules set out in subsequent or related agreements or arrangements as set out under Article III of this MoU, the Participants may exchange relevant documents and other information on matters of mutual interest, which they deem necessary and appropriate in the context of this MoU and any potential subsequent or related agreements or arrangements.

9.2. Nothing in this MoU will be construed as granting or implying rights to, or interest in, intellectual property of one Party to the other Party. Each Party will retain all rights, title, and interest in and to any materials developed by or on behalf of such Party, or otherwise acquired by such Party, either prior to the effective date of this MoU or in furtherance of the objectives of this MoU during its term, and any modifications thereto.

9.3. Each Party may, upon written request, with the prior written consent of the other Party, use such materials to carry out the activities described in Paragraph 2 above, subject to compliance with intellectual property rights.

9.4. In the event that the Parties foresee that intellectual property that can be protected will be created in relation to any project, program or activity to be carried out under this MoU, the Parties will negotiate and agree on terms of its ownership and use in a separate written agreement or arrangement by the Parties as referred to in Article III of this MoU.

X:
GENERAL PROVISIONS

10.1. The Parties agree to observe the highest ethical standards and administrative transparency in all actions and activities related to this Agreement. In addition, the GS/OAS, to the extent applicable and without prejudice to its privileges and immunities referred to in Article VII, and HALO agree to comply with the provisions of the Inter-American Convention Against Corruption and in the applicable norms of the country in which the programs, project and/or activities are executed in accordance with Article 3.4. Failure to comply with this provision shall constitute grounds for anticipatory termination of this Agreement, pursuant to Article 10.4.

10.2. Modifications to this Agreement may only be made by mutual agreement in writing by the duly authorized representatives of the Parties. The instruments in which the modifications are set out shall be attached as annexes to this Agreement and shall form part of it.

10.3. This Agreement shall enter into force upon signature by the duly authorized representatives of the Parties and shall remain in force in accordance with article 10.4.

10.4. This Agreement may be terminated by mutual consent or by either of the Parties by written notice from one to the other with not less than thirty days' notice. Notwithstanding the termination of this Agreement, the supplementary agreements, memoranda of understanding and letters referred to in Article 4.3 that the Parties have signed and that have been duly financed shall be continued to completion unless the Parties mutually decide otherwise.


10.5. Articles VII and VIII shall survive the expiry or the termination of this Agreement.

IN WITNESS WHEREOF, the undersigned, being duly authorized, have signed this MoU in duplicate on the date and at the place indicated below, in the English language.

FOR THE HALO TRUST:

**FOR THE GENERAL SECRETARIAT
OF THE ORGANIZATION OF
AMERICAN STATES:**

Thomas Griffiths
Head of Region, Latin America



Luis Almagro
Secretary General

Place: Dumfries, Scotland

Place: Washington DC

Date: April 04, 2024

Date: March 22, 2024