

**ACUERDOS BILATERALES/ BILATERAL AGREEMENT/
ACORDOS BILATERAIS/ACCORDS BILATERAUX**

Classification: 5-2023

Entry Date: March 31, 2023

Name of the agreement: Supplementary agreement between the General Secretariat of the Organization of American States and the Secretariat of the Caribbean Community

Subject: Establish a framework for cooperation mechanism between the parties in issues relating to drug demand reduction, drug supply reduction,

Parties involved: GS/ Caribbean Community

Reference: Caribbean Community

Signature Date: March 20, 2023.

Start Date:

End Date:

Place of Signature: Georgetown, Guyana; Washington, DC.

Unit in Charge: .

Person in Charge:

Closure of proceedings:

Notas adicionales/Additional notes/Notes supplémentaires/Notas adicionais:

MEMORANDUM OF UNDERSTANDING

BETWEEN

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

AND

THE CARIBBEAN COMMUNITY

acting through its Secretariat

THE PARTIES TO THIS MEMORANDUM OF UNDERSTANDING (“MOU”), the General Secretariat of the Organization of American States (hereinafter “GS/OAS”) a public international organization, with headquarters at 1889 F. St. N.W., Washington, D.C., 20006, United States of America, and represented by its Secretary General, Mr. Luis Almagro, and the Caribbean Community (hereinafter “CARICOM”), an international organization with its Secretariat located at Turkeyen, Greater Georgetown, Guyana, and represented by Dr. Carla N. Barnett, Secretary General,

AWARE THAT the body of public international organizations, institutions and state partners have committed to the achievement of the Sustainable Development Goals adopted by the United Nations at its 70th session in New York in 2015, as outlined in the text of the Agenda 2030, in particular to the fulfillment of Goal 3, to ensure healthy lives and promote well-being for all at all ages, and Goal 8, to promote sustained, inclusive and sustainable economic growth, full and productive employment, and decent work for all;

CONSIDERING the Outcome Document of the 2016 United Nations General Assembly Special Session on the World Drug Problem wherein the parties committed to effectively addressing and countering the world drug problem; implementing a number of operational recommendations including those on drug demand reduction, drug supply reduction, international cooperation, alternative development, and other cross cutting issues;

RECOGNISING the devastating impact wrought on the lives of many, in particular youth, in their communities, by the production, trafficking and use of

illegal drugs which pose a growing threat to health, economic development, social cohesion, and the rule of law;

RECALLING the decision of the 21st CARICOM Council for Human and Social Development (COHSOD) 2011 on Drug Abuse Abatement which emphasized the need for adopting a holistic and multi-sectoral approach to addressing drug abuse and its societal determinants; highlighted the importance of addressing the use and abuse of illicit drugs, and in particular alcohol, among children and adolescents; urged Member States to seize opportunities made available for technical and financial assistance and recommended that financing for drug demand reduction programmes be reviewed at the national level;

RECOGNIZING that the Inter-American Drug Abuse Control Commission (CICAD) is the consultative and advisory body of the Organization of American States (OAS) on the drug issue which, through its Executive Secretariat, provides technical assistance and capacity building training, as well as supporting Member States in strengthening their drug policies;

BEARING IN MIND that the CARICOM Secretariat has Observer Status at CICAD's regular sessions and experts group meetings, and that the Executive Secretariat of CICAD (ES/CICAD) also has Observer Status at the annual meeting of the Directors of National Drug Councils of CARICOM;

NOTING that the lack of participation of Commissioners from CARICOM Member States and the absence of CARICOM Secretariat representation at most of these meetings have resulted in missed opportunities for networking and professional growth and have proven to be of disadvantage to the Caribbean region;

WISHING to cooperate further within the framework of their mandates towards eradicating the drug trade;

CONSIDERING the 1992 Agreement between the GS/OAS and CARICOM, wherein the parties agreed to consult and cooperate with each other on matters of common interest within the scope of the general objectives of their respective organizations; the many years of effective collaboration by the parties; and the need to facilitate greater engagement through formalizing joint efforts for the future;

NOTING the 2014 Agreement between the GS/OAS and The CARICOM Implementation Agency for Crime and Security (IMPACS), wherein the parties agreed to establish a framework for cooperation and facilitate collaboration; enable enhanced and sustainable security cooperation based on regional priorities and plans; and, support the security needs of Caribbean member states through the adoption of a flexible, collaborative relationship; and

CONSIDERING 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);

HAVE AGREED to enter into this MOU.

ARTICLE I PURPOSE

The purpose of this MOU is:

- 1.1. To establish a framework for cooperation mechanisms between the Parties;
- 1.2. To promote and support mutual objectives for drug demand reduction and drug supply reduction in Latin America, the Caribbean, and the wider Western Hemisphere by sharing their particular institutional expertise, knowledge, skills, information, and technology;
- 1.3. To achieve enhanced and sustainable cooperation for implementation of the current OAS Hemispheric Strategy on Drugs and its corresponding Plan of Action; the CARICOM Regional Strategy on Drug Demand Reduction,¹ and the Outcome

¹ <https://caricom.org/document-Library/view-document/regional-strategy-for-drug-demand-reduction-situational-analysis>

Document of the 2016 United Nations General Assembly Special Session on the World Drug Problem;²

- 1.4. To provide and share expertise in key technical areas, including, but not limited to, the following:
 - 1.4.1. Prevention and treatment of substance abuse;
 - 1.4.2. Reduction in the supply and availability of illicit drugs;
 - 1.4.3. Strengthening and or capacity building of national drug control institutions and machinery;
 - 1.4.4. Promoting alternative development programs in rural and urban areas for persons and areas that are affected by the illicit drug trade;
 - 1.4.5. Providing assistance to member state governments to improve their data gathering and analysis on all aspects of the drug issue; and
 - 1.4.6. Supporting member states and the Western Hemisphere as a whole in measuring their progress over time in addressing the drug problem.
- 1.5. To exchange information in accordance with their respective mandates and priorities and the best use of all information; and
- 1.6. To liaise and hold regular meetings between ES/CICAD and CARICOM to foster mutual assistance and the application of best practices.

² <https://www.unodc.org/documents/postungass2016/outcome/V1603301-E.pdf>

ARTICLE II
ASSISTANCE, EXCHANGE OF INFORMATION AND ATTENDANCE
AT MEETINGS

2.1. The CARICOM Secretariat shall:

- 2.1.1. Make best efforts to distribute among the different institutions with which it has relationships, information provided by GS/OAS, on the objectives and activities of the OAS;
- 2.1.2. Make best efforts to provide to the GS/OAS, publications on matters having relation to joint programs, projects and activities;
- 2.1.3. At the request of the GS/OAS, and subject to the availability of human resources, propose draft texts of Inter-American legislative texts, model laws, legislative guides and other uniform documents for GS/OAS to consider for possible submission to the pertinent organs of the OAS; and
- 2.1.4. Subject to the availability of human resources, consider the written observations and comments of the GS/OAS on the matters referred to in this Article.

2.2. GS/OAS shall:

- 2.2.1. Make available such OAS documentation and publications as are requested by CARICOM to the extent that confidentiality restrictions permit and the financial resources of the Organization allow;
- 2.2.2. In accordance with the norms of the respective organs of the OAS and at the request of CARICOM, invite its representatives to the public meetings of those organs when matters of interest to them will be discussed;
- 2.2.3. As requested by CARICOM, collaborate on matters relative to training in the member states of the OAS (in the areas covered by this MOU), in accordance with the programs

approved by the General Assembly and subject to available financial resources; and

- 2.2.4. Consider the written observations and comments of CARICOM on the matters referred to in this Article.

ARTICLE III SPECIAL COOPERATION RELATIONS

- 3.1. The Parties shall give consideration to developing special cooperation relations in areas of common interest through supplementary agreements, memoranda of understanding or an exchange of letters in accordance with Article 4.3 of this MOU which shall take into account:
 - 3.1.1. The development and implementation of joint research projects;
 - 3.1.2. The exchange of bibliographic materials and access to databases and general information;
 - 3.1.3. The exchange of documents and specific information in relation to work programs that are of interest to each of the Parties;
 - 3.1.4. The exchange of professional personnel to strengthen study and research programs; and
 - 3.1.5. 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 4.3 below shall be governed by the terms of this MOU, unless the Parties expressly provide otherwise in those instruments.
- 3.3. To ensure efficient and quality cooperation, the Parties will hold a high-level meeting, in person or via videoconference, at least once every three months, to discuss the implementation of the MOU.

- 3.4. The Parties agree that this MOU in no way restricts either party from participating in similar arrangements or agreements, including the pursuit of project funding with other entities, towards the fulfillment of each other's regional agenda.

ARTICLE IV
**IDENTIFICATION AND IMPLEMENTATION OF PROGRAMS,
PROJECTS, AND/OR JOINT ACTIVITIES**

- 4.1. Potential areas of collaboration under this MOU may include, *inter alia*, the design and implementation of programs, projects, and/or activities such as:
- 4.1.1. The establishment and/or strengthening of drug treatment courts in CARICOM Member States.
 - 4.1.2. The establishment of juvenile drug courts and associated training for law practitioners.
 - 4.1.3. Strengthening drug information networks (DIN) and training of network members.
 - 4.1.4. Implementation of recurring recommendations from the Multilateral Evaluation Mechanism (MEM).
 - 4.1.5. Advancing the discussion on the technical issues and scenarios covered in the OAS Report on Drug Use in the Americas 2019, with special reference to marijuana.
 - 4.1.6. Establishing and/or strengthening early warning systems relevant to the Caribbean.
 - 4.1.7. Training in prevention education and treatment using the Universal Prevention Curriculum (UPC) and Universal Training Curriculum (UTC).
 - 4.1.8. Providing training and assistance with the design, development, implementation, and evaluation of national drug policies, plans, and strategies.

- 4.1.9. Building capacity in counterdrug intelligence, precursor chemical/synthetic drugs control, maritime and port narcotrafficking control.
- 4.2. The Parties will jointly propose the implementation of programs, projects and/or activities of common interest, in accordance with Article 4.3 of this MOU.
- 4.3. Once the Parties have determined what programs, projects and/or activities are to be implemented and the corresponding authorizations and funds have been obtained, the Parties shall conclude a supplementary agreement, memorandum of understanding or exchange of letters containing the applicable conditions for each program, project and/or activity. Each such supplementary agreement, memorandum of understanding or exchange of letters shall be signed by the duly authorized representatives of the parties and should specify in detail, the following:
 - 4.3.1. The agreed-upon program, project and/or activity;
 - 4.3.2. The objectives sought;
 - 4.3.3. The coordinators of each of the Parties that will execute the program, project and/or activity;
 - 4.3.4. The work plan: stages, planning and chronology of development;
 - 4.3.5. 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 ownership of the material resources that are acquired;
 - 4.3.6. A provision relating to the coordination, notification and follow-up of the program, project and/or activity; and

- 4.3.7. A provision acknowledging this MOU as the programmatic and juridical framework for the program, project or activity.

ARTICLE V FINANCIAL PROVISIONS

- 5.1. Without prejudice to what the Parties may provide in the supplementary agreements, memoranda of understanding and/or exchange of letters entered into pursuant to this MOU for the joint implementation of programs, projects and/or activities, this MOU in and of itself does not create obligations of a financial nature for either of the Parties.
- 5.2. The implementation of activities envisaged in the present MOU shall depend on the availability of the necessary financial, human, and/or other resources and will be undertaken in accordance with the internal regulations and procedures of the Parties.

ARTICLE VI COORDINATION AND NOTICE

- 6.1. Within the GS/OAS, the department responsible for coordinating GS/OAS activities under this MOU is the CICAD and the Coordinator is Ambassador Adam Namm, Executive Secretary of CICAD. Notifications and communications should be directed to the Coordinator at the following street address and electronic mail:

General Secretariat of the OAS
Ambassador Adam Namm
Executive Secretary, Inter-American Drug Abuse Control
Commission
1889 F Street, N.W.
Washington, D.C. 20006
United States of America
Tel.: (1-202) 458-5000
Electronic Mail: anamm@oas.org

- 6.2. The department responsible for coordinating the activities of CARICOM under this MOU is the Human and Social Development Directorate, and the Coordinator is Assistant Secretary General, Ms. Alison Drayton. Notifications and communications should be directed to the Coordinator at the following street address and electronic mail:

Ms. Alison Drayton, Assistant Secretary General
Human and Social Development Directorate
Caribbean Community Secretariat
Turkeyen
East Coast Demerara
Guyana
Tel.: (592) 222 0001 Ext. 2700

Electronic Mail: Alison.drayton@caricom.org; hsd@caricom.org
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 Articles 6.1 and 6.2, above. When the communications and notifications are transmitted by electronic mail, they shall 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.

- 6.3. Either Party may change the responsible department, the designated Coordinator, the address, telephone, or electronic mail indicated by notifying the other Party in writing.

ARTICLE VII

PRIVILEGES AND IMMUNITIES

- 7.1. The Parties mutually recognize the privileges and immunities they enjoy by virtue of the relevant agreements and laws on the subject and general principles of international law.

ARTICLE VIII DISPUTE RESOLUTION

- 8.1. Any dispute or complaint that may arise in conjunction with the application or interpretation of this MOU, 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") 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. The law applicable to the arbitration proceedings and to this MOU shall be the law of the District of Columbia, USA.

ARTICLE IX GENERAL PROVISIONS

- 9.1. The Parties agree to observe the highest ethical standards and administrative transparency in all actions and activities related to this MOU. The GS/OAS, to the extent applicable and without prejudice to its privileges and immunities referred to in Article VII, agrees to comply with the provisions of the Inter-American Convention Against Corruption and with the applicable norms of the country in which the programs, projects and/or activities are executed in accordance with Article 4.3. CARICOM, to the extent applicable and without prejudice to their privileges and immunities referred to in Article VII, agrees to employ its best endeavours to ensure the observance of the provisions and to abstain from any acts which could jeopardise the attainment of the objectives of the Inter-American Convention Against Corruption and comply with

the applicable norms of the country in which the programs, projects and/or activities are executed in accordance with Article 4.3. Failure by either party to comply with this provision shall constitute grounds for anticipatory termination of this MOU, pursuant to Article 9.4.

- 9.2. Modifications to this MOU 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 MOU and shall form part of it.
- 9.3. This MOU shall enter into force upon signature by the duly authorized representatives of the Parties and shall remain in force until terminated in accordance with article 9.4.
- 9.4. This MOU 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 (30) days' notice. Notwithstanding the termination of this MOU, 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.
- 9.5. Articles VII and VIII shall survive the expiry or the termination of this MOU.

ARTICLE X PUBLICITY

- 10.1. Subject to Article 10.3, the Parties agree to coordinate public messages such as press releases and press communiqués regarding this MOU and its implementation.
- 10.2. Subject to Article 10.3, the Parties agree to promote public awareness of the negative impacts of the drug trade, and preventative actions that can be taken at the community level through engagement of the national and regional media.

10.3. The Parties agree that the Parties will adhere to the following conditions when making any public communications about this MOU and its implementation, including but not limited to those contemplated in Articles 10.1 and 10.2:

10.3.1. A Party may only make a public communication (written, oral, or otherwise) about this MOU or its implementation if it has the prior written authorization of a duly authorized representative of the other Party.

10.3.2. A Party may not use the logo or other symbols of the other Party without the prior written authorization of that other Party.

10.3.3. In all authorized public communications about this MOU or its implementation, the Parties will acknowledge the roles and contributions of each Party and will use the name and emblems of each Party in all related, authorized public documentation.

IN WITNESS WHEREOF, the undersigned, being duly authorized, have signed this MOU in duplicate on the date and at the place indicated below:

**FOR THE CARIBBEAN
COMMUNITY:**




**Carla N. Barnett, PhD, CBE
Secretary General**

Caribbean Community (CARICOM) Secretariat
Turkayen, P. O. Box 10327
Greater Georgetown, Guyana

Place:

Greater Georgetown, Guyana

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



**Luis Almagro
Secretary General**

Place:

Washington DC

Date: MAR 13 2023

Date: March 20, 2023