

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

Clasificación:
Classification: 90-2019
Classifacation:
Classificação:

Fecha de Ingreso:
Entry Date: October 15, 2019
Date D'entrée:
Data de Admissão:

Nombre del Acuerdo:
Name of the Agreement: Funding agreement in support of the "Training Project to Support the Efforts of OAS Member States to Prevent, Prosecute and Sanction Cyber-Crime & to Increase Hemispheric Cooperation in this Area"

Nom de L'accord:
Nome do Acordo:

Materia:
Subject: Sets forth the terms and conditions of the funding agreement in support of the "Training Project to Support the Efforts of OAS Member States to Prevent, Prosecute and Sanction Cyber-Crime & to Increase Hemispheric Cooperation in this Area"

Sujet:
Materia:

Partes:
Parties Involved: GS/Government of the United States of America
Parties:
Partes:

Referencia:
Reference: Government of the United States of America
Référence:
Referência:

Fecha de Firma:
Signature Date: September 29, 2019
Date de la Signature:
Data de Assinatura:

Fecha de Inicio:
Start Date:
Date du Commencement:

Data de Início:

Fecha de Terminación:

End Date:

Date de Résiliation :

Data de Rescisão:

Lugar de Firma:

Place of Signature:

Lieu de la Signature:

Lugar de Assinatura:

Unidad Encargada:

Unit in Charge:

Unité Responsable:

Unidade Encarregada:

Persona Encargada:

Person in Charge:

Personne Responsable:

Pessoa Encarregada:

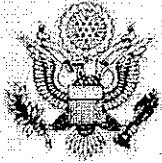
Cierre del Proceso:

Closure of Proceedings:

Clôture des Procédures:

Fechamento do Processo:

Notas Adicionales/Additional Notes/Notes Supplémentaires/Notas Adicionais:



United States Department of State

*Assistant Secretary of State
for International Narcotics and
Law Enforcement Affairs*

Washington, DC 20520

SEP 03 2019

Dear Mr. Almagro,

On behalf of the United States, I am pleased to inform you that, under the authority of the Foreign Assistance Act of 1961, as amended, the Government of the United States of America, through the U.S. Department of State's Bureau of International Narcotics and Law Enforcement Affairs (INL), will provide \$639,015 for the General Secretariat of the Organization of American States (GS/OAS), through the Department of Legal Cooperation of the Secretariat for Legal Affairs, in its capacity as Technical Secretariat of the Meetings of Ministers of Justice or Other Ministers or Attorneys General of the Americas (REMJA) and of the REMJA Working Group on Cybercrime, in support of the "Training Project to Support the Efforts of OAS Member States to Prevent, Prosecute and Sanction Cyber-Crime & to Increase Hemispheric Cooperation in this Area" to deliver the proposed cybercrime training and technical assistance for legislators, judges and prosecutors and to enable greater participation by the participating developing nation OAS Member States in the meetings of the OAS cybercrime working group, with selection of developing nations for assistance subject to prior notification and concurrence of INL. The INL Office of Global Policy and Programs (INL/GPP) has responsibility for overseeing the implementation of this project and has assigned James Vigil as the Program Officer in this regard. He is responsible for the management of this funding and can be reached directly at 202-634-1433 or via email at VigilJ@state.gov.

The terms and conditions of this letter of agreement are included in the attached annex and together with the project proposal are incorporated into this letter of agreement by reference herein. These terms and conditions may only be amended by mutual written agreement.

To comply with U.S. procedures for obligating these funds to the GS/OAS, please confirm to me in writing as soon as possible your receipt of and concurrence with the terms and conditions set forth in this letter and the attached annex. Our receipt of this letter, with your countersignature below indicating your acceptance of the terms and conditions herein, will serve as the official U.S. obligation of funds.

Luis Almagro,
Secretary General

General Secretariat of the Organization of American States
1889 F. St. N.W.,
Washington, D.C. 20006

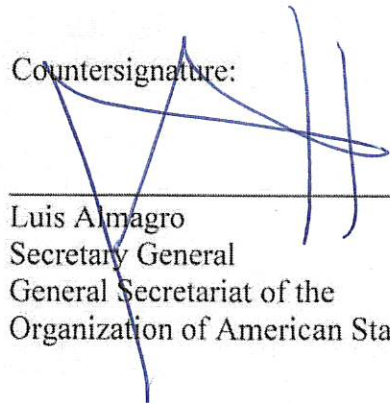
The funds provided herein will be transferred to the GS/OAS as soon as practicable following my receipt of your acceptance.

Sincerely,



Kirsten D. Madison

Countersignature:



Luis Almagro
Secretary General
General Secretariat of the
Organization of American States

Date: 09/24/19

Enclosures:

- 1) Fiscal Data
- 2) Terms and Conditions of the Letter of Agreement with the General Secretariat of the Organization of American States
- 3) Quarterly Reporting Template
- 4) Leahy Vetting Amendment
- 5) Project/Program Proposal
- 6) Outline of Activities and Budget

FISCAL DATA OAS REMJA Cybercrime

<u>Appropriation</u>	<u>Allotment</u>	<u>FAIN</u>	<u>Obligation</u>	<u>Org Code</u>	<u>Function</u>	<u>BOC</u>	<u>Project Code</u>	<u>Amount</u>
1911891022000J	2071	SINLEC19LA00 62	2071903304	019700	2772	4124	IN33US14	\$639,015

Total Project Funds: \$639,015

Annex: Terms and Conditions of the Letter of Agreement with the General Secretariat of the Organization of American States

Limitations on Use of U.S. Funds

The actions to be taken and the resources to be provided by the U.S. government and the General Secretariat of the Organization of American States (GS/OAS) are set forth in this letter of agreement (LoA) and the project/program proposal attached as Annex 3 to this LoA. None of these funds may be used for other programs or for the benefit of countries not identified in the project description without the express written consent of the United States Government. US funds may not be used to fund the activities of some OAS member states. No training or other assistance under this LoA will be provided to a country until INL has given consent in writing. Funding limitations may change annually, and it is the responsibility of GS/OAS and INL to ensure that training participants are only from eligible OAS member countries. Future funding for extensions of these activities by the U.S. government is contingent upon the availability of duly authorized and appropriated funds, satisfactory progress toward project/program goals, and approval by the U.S. Department of State.

All expenditures paid with funds provided in this LoA must be incurred for authorized activities that take place during this period of performance unless otherwise stipulated. The terms and conditions of this LoA, including agreed upon program/project activities, may only be amended by mutual written agreement. If, at any time during this period of performance, or as a result of final audit, it is determined that INL funds provided in this letter of agreement have been expended for purposes not in accordance with the agreed upon activities, the GS/OAS must return the amount expended to the U.S. government.

Without prejudice to the privileges and immunities of the GS/OAS, all undertakings of the U.S. government in this LoA shall be subject to any and all applicable U.S. laws and regulations, including the obligation in some cases to take appropriate measures or if necessary, to terminate assistance if the GS/OAS or key individual of the GS/OAS is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking or gross human rights violations.

Period of Performance (POP)

This period of performance for projects under this LOA is anticipated as 36 months from the date of its counter-signature by the GS/OAS, and carries no automatic

guarantee of renewal in case envisaged activities have not been completed. The GS/OAS should alert the INL Program Officer in advance if the period of performance needs to be extended. In the event this period of performance should prove insufficient for the GS/OAS to carry out the program/project provided herein, INL may authorize an extension to the originally agreed upon period of performance. Any extension will be effective only upon written concurrence from INL. All requests for extensions must be received in writing at least 30 days prior to the end of the agreed upon POP date. Alternatively, INL can also require that funds be returned if they are not spent within the anticipated period of performance.

Reduced or Terminated Funding

In the event that funding is reduced or terminated for any reason, costs already incurred or committed in good faith by the GS/OAS will be reimbursed if they were incurred or committed prior to the GS/OAS's receipt of notice of the effective date of that decision. Future financial commitments entered into by the GS/OAS prior to this same receipt of notice will also be covered by the funds provided by the United States for this project/program, including the costs to the GS/OAS resulting from early termination of its services.

INL Reporting Requirement

The GS/OAS is to provide INL with regular narrative and financial progress reports on the activities undertaken with these funds, with particular attention to monitoring and evaluation of the outputs and activities outlined in the project/program proposal, and in accordance with stated performance indicators. Substantive project/program reports, including interim, uncertified financial reports prepared in coordination with the Department of Financial Services, the costs of which are to be included in the project/program proposal, will be provided on a quarterly basis using the quarterly reporting template in Annex 3 to this LoA. Final, certified financial reports will be provided on an annual basis after the closing of the GS/OAS accounts. A final report should be provided to INL within six months after INL funding for this program/project is fully expended, in the GS/OAS's format.

Audit Policies

The GS/OAS is required to maintain books, records, documents, and other evidence in accordance with the GS/OAS's usual accounting procedures to sufficiently substantiate activities supported with these funds. The GS/OAS confirms that all financial activity associated with this program/project will be subject to an audit, whether internally or outside of the GS/OAS, in accordance with the GS/OAS's usual auditing procedures and in the context of a general review of GS/OAS's financial operations. The GS/OAS agrees to furnish copies of these audit reports to INL along with such other related information as may be reasonably requested by INL with respect to questions arising from the audit report. The cost of any additional audit that may be requested by INL is expressly provided in the budget set out in the project/program proposal and Annex 3 Outline of Activities and Budget, or shall otherwise be charged as a direct cost to the project/program or be underwritten by INL. Any additional audits shall be coordinated by the relevant GS/OAS dependency.

It is understood that financial records, including documentation to support entries on accounting records and to substantiate activities supported with these funds, will be maintained in accordance with GS/OAS's usual accounting procedures, which must follow generally accepted accounting practices. All such financial records must be maintained for at least three years and no more than six years after the close of the fiscal year the record was created.

The GS/OAS confirms that this program/project account will be audited applying established procedures under appropriate provisions of its financial regulations and rules.

Overhead Costs (If Implementer Does Not Itemize Program Support)

The funds are inclusive of the required program support cost of 13% of the total contribution amount, and all financial accounts and statements shall be expressed in United States dollars. The funds shall be exclusively subject to the internal and external auditing procedures laid down in the financial regulations, rules and directives of the GS/OAS. The funds and activities financed therefrom shall be administered by GS/OAS in accordance with the applicable GS/OAS regulations, rules and directives. Accordingly, personnel shall be engaged and administered; equipment, supplies and services purchased; and contracts entered into in accordance with the provision of such regulations, rules and directives.

Prohibition against using U.S. Funds to Support Individuals or Entities Associated with Illicit Drugs or Terrorism

The GS/OAS shall make reasonable efforts to ensure that the funds provided in this letter are not provided to or through a known drug trafficker. The GS/OAS also agrees to use reasonable efforts to ensure that none of these funds are used, directly or indirectly, to provide support to individuals or entities associated with terrorism, and will also take all reasonable steps to ensure that all grants and contracts used to carry out this project/program will include provisions corresponding to the terrorism, drug-trafficking, and human-rights requirements of this letter with respect to all recipients of these funds. U.S. funds cannot be used to pay any contractors or sub-contractors who are on the U.S. Treasury Office of Foreign Assets Control List, which may be found at: <http://sdnsearch.ofac.treas.gov/>. The Department of State does not assume liability for any third party claims for damages arising out of this agreement.

U.S. Human Rights Vetting Requirement

Consistent with Section 620M of the FAA, U.S. funds shall not be provided to furnish assistance, including training, to any unit of security forces (including customs and border police) where there is credible information that such unit has committed gross violations of human rights. Should GS/OAS include members of security force units in the targeted audience, the GS/OAS will provide the candidate's name and other identifying information concerning any police unit(s), including individual candidates by name, not less than 45 days prior to the commencement of training. Furthermore, GS/OAS will not proceed with the training of any security force member until advised by INL that this human rights vetting has been successfully completed.

Implementers Cannot Earn Interest on U.S. Funds

The GS/OAS is not permitted to retain any interest earned on funds provided to the GS/OAS under this LoA. If interest is earned on any such U.S. funds provided to GS/OAS, please provide us with a year-end accounting and send to my attention a certified check made out to the United States Treasury.

Privileges and Immunities

Nothing in this LoA shall constitute a waiver of the privileges and immunities of the Organization of American States, its General Secretariat, its personnel and its assets, in accordance with the Charter of the Organization of American States, the International Organizations Immunities Act (22 U.S.C. §§ 288 *et seq.*), the Headquarters Agreement between the Organization of

American States and the Government of the United States of America dated May 14, 1992, any other applicable U.S. laws and general principles and practices of international law.

Any dispute or complaint that may arise in conjunction with the application or interpretation of this LoA 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 by a sole arbitrator 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 LoA shall be the law of the District of Columbia, U.S.A.