

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

Classification: 20-2024

Entry Date: May 6, 2024

Name of the agreement: Memorandum of Understanding between the General Secretariat of the Organization of American states (GS/OAS) and the United Nations, represented by the United Office for Disarmament Affairs (UNODA), for the development and implementation of the central American firearms roadmap.

Subject: The purpose of this MoU is to establish a framework for cooperation mechanisms between GS/OAS, acting through the DPS/OAS, and UNODA, acting through UNLIREC, to carry out, within their respective mandates, their respective missions and activities related to weapons and ammunition management, firearms control, and illicit firearms trafficking, as described in Paragraph III of this MoU, with a specific focus on the development of a Central American Firearms Roadmap, and on the provision of support to its operationalization and implementation, per Paragraph III.

Parties involved: GS/ United Nations.

Reference: United Nations.

Signature Date: 28 de Septiembre de 2023.

Start Date:

End Date:

Place of Signature: Washington, D.C., USA

Unit in Charge: Program of Assistance on Control of Arms of Munition / Department of Public Security

Person in Charge: Pier Angelli De Luca, Program Manager of PACAM

Closure of proceedings:

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

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN
STATES (GS/OAS)
AND
THE UNITED NATIONS, REPRESENTED BY THE UNITED OFFICE FOR
DISARMAMENT AFFAIRS (UNODA),
FOR
THE DEVELOPMENT AND IMPLEMENTATION OF THE CENTRAL AMERICAN
FIREARMS ROADMAP**

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,

and

the **United Nations**, represented by the United Nations Office for Disarmament Affairs (hereinafter referred to as “UNODA”) and through its Regional Center for Peace, Disarmament and Development in Latin America and the Caribbean (hereinafter referred to as “UNLIREC”), a public international organization, with headquarters located at 405 E 42nd St, New York, NY 10017, USA,

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

CONSIDERING:

That the GS/OAS and the Secretariat of the United Nations have had long-standing cooperation to promote common goals of peace, security, development, and human rights, in particular in the sharing of information, organization of joint events, and publication of papers and studies, synergizing resources and identifying areas of coordination;

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 “DTOC/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 of 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, and 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 multilateral bodies, 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 in a community level;

That, pursuant to resolution AG/RES. 2986 – LII-O/22 of 6 October 2022, the OAS Member States have determined the DPS/OAS, in coordination with the Central American Integration System (SICA) countries and UNLIREC, develop a proposal for a Central American Road Map for the Prevention of Illicit Trafficking and Proliferation of Arms and Ammunition (hereinafter “Central American Firearms Roadmap”), considering the framework of the Security Strategy of Central America (ESCA) and the lessons learned from successful experiences in other subregions (Western Balkans, Economic Community of West African States (ECOWAS), and the Caribbean);

That, pursuant to resolution AG/RES. 3009 - LIII-O/23 of 23 June 2023, the OAS Member States have also determined the DPS/OAS, through PACAM, and in coordination with SICA and UNLIREC, supports the implementation of the Central American Firearms Roadmap, including the creation of a follow-up mechanism to monitor progress and promote effective coordination among governments, implementing partners, and donors;

That, through PACAM, the DPS/OAS supports the implementation of the Caribbean Firearms Roadmap as one of the implementing partner agencies, and participates in the coordination mechanism of the roadmap;

That UNODA acts as the Secretariat for the Programme of Action to Prevent, Combat and Eradicate the Illicit Trade in Small Arms and Light Weapons in All its Aspects (hereinafter referred to as “UN PoA”), adopted by U.N. Member States in 2001, and the International Tracing Instrument (ITI) adopted by the U.N. General Assembly in 2005;

That OAS Member States agreed to recognize the existing regional road maps and initiatives to address the illicit trade in small arms and light weapons and encouraged the adoption, establishment and further strengthening of relevant and applicable regional and subregional instruments, mechanisms, targets and good practices to complement the global process and support the full and effective implementation of the UN PoA and the International Tracing Instrument at the Eighth Biennial Meeting of States (2022, A/CONF.192/BMS/2022/1);

That UNODA, through UNLIREC, and in collaboration with the Caribbean Community Implementation Agency for Crime and Security (CARICOM-IMPACS), acts as co-custodian of the Caribbean Firearms Roadmap, having actively participated in its development process, and currently supporting its implementation;

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, under their respective mandates, in support of States to reduce the illicit firearms trafficking, particularly the Central American region, through the development and implementation of a Central American Firearms Roadmap; 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 UNODA, acting through UNLIREC, to carry out, within their respective mandates, their respective missions and activities related to weapons and ammunition management, firearms control, and illicit firearms trafficking, as described in Paragraph III of this MoU, with a specific focus on the development of a Central American Firearms Roadmap, and on the provision of support to its operationalization and implementation, per Paragraph III.

**II:
CENTRAL AMERICAN FIREARMS ROADMAP**

2.1. The parties commit to partnering to lead the development of a Central American Firearms Roadmap, as co-custodians of the roadmap. For that purpose, the Parties will develop a shared work plan, with assigned responsibilities, within 90 days of the signature of this MoU.

2.2. GS/OAS, through the DPS/OAS, will:

- a. Designate a Coordinator for the Central American Firearms Roadmap, who will maintain monthly meetings with UNODA, through UNLIREC, to design and implement the activities of the joint work plan;
- b. Lead the coordination of the activities and the dialogue with the Permanent Missions of the Central American countries to the OAS;
- c. Maintain, and regularly share with UNODA/UNLIREC, an updated database of the Points of Contact (hereinafter referred to as “PoCs”) assigned by the Central

American authorities to participate in the development stage of the Central American Firearms Roadmap;

- d. Channel the communication with the political authorities of the Central American countries, in coordination with UNODA;
- e. Provide expertise and resources to the development and drafting of the Roadmap;
- f. Collaborate with UNODA on the operationalization of the Roadmap, following its establishment.

2.3. UNODA, through UNLIREC, will:

- a. Designate a Coordinator for the Central American Firearms Roadmap, who will maintain monthly meetings with GS/OAS, through UNODA, to design and implement the activities of the joint work plan;
- b. Maintain the Permanent Missions of the Central American countries to the United Nations updated of the progress in the development of Central American Firearms Roadmap;
- c. Share with GS/OAS documents, methodologies, and lessons learned from the process of developing and implementing the Caribbean Firearms Roadmap;
- d. Provide expertise and resources to the development and drafting of the Roadmap;
- e. Collaborate with GS/OAS on the operationalization of the Roadmap, following its establishment.

2.4. The parties will further:

- a. Carry out meetings to update and implement the work plan;
- b. Jointly establish the methodology to develop the roadmap, and the needs assessment to determine the priorities of the region;
- c. Exercise all necessary precautions to maintain the confidentiality of the data obtained through the process, pursuant to any subsequent and related agreement concerning confidentiality or the handling of confidential information and considering the relevant agreements with the states;
- d. Inform each other of all activities related to the Central American Firearms Roadmap, consult regularly on issues that may have a bearing on the status of either Party or that may affect the development of the roadmap, and make the necessary adjustments to the work plan accordingly;

- e. Organize meetings of the Points of Contact assigned to the Central American Firearms Roadmap, and other events to promote information sharing with other roadmaps and similar experiences, subject to available resources and funds;
- f. Formulate joint proposals to fundraising the resources necessary to further develop the roadmap, establish a follow-up mechanism, and implement components of it;
- g. Recognize the partnership, and both organizations, in all the publications related to the Central American Firearms Roadmap, and cooperate in any public relations or publicity exercises, when the Parties deem these appropriate or useful and in accordance with Paragraph V;
- h. Obtain prior consent of the other party to utilize the tools designed in the framework of the roadmap for any other purpose, and inform the other Party of any activity that may be complementary or overlapping with the objectives of the roadmap;
- i. Communicate their joint collaborations in all reporting to donors and other relevant bodies;
- j. 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 of PACAM, and the activities of UNLIREC to support the UN PoA through subsequent or related agreements or arrangements, which will take into account:

- a. The development and implementation of joint research projects to promote weapons and ammunition management, prevent and address firearms trafficking, and reduce armed violence;
- b. The exchange of bibliographic materials and access to databases and general information related to firearms control and firearms trafficking;
- 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;
- e. Joint meetings of PoCs of CIFTA and UN PoA; and
- f. Joint meetings to address matters of common interest.

3.2. Subsequent or related agreements or arrangements referred to in sub-paragraph 3.1 may address, as appropriate, any financial, legal and any other relevant matters specific to the implementation of that specific agreement or arrangement. Any such specific agreement or arrangement entered into will be guided by the terms of this MoU, unless the parties expressly provide otherwise in these instruments.

3.3. 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 Paragraph 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.

4.3. The work plan referred to in Paragraph II will specify the activities that are going to be funded directly by each party, considering the resources available, and those that require fundraising. Any transfer of funds between the parties will require a specific agreement, per clause 3.3.

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 United Nations, including UNODA and UNLIREC, or 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 acknowledgement.

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 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 UNODA for coordinating the activities of UNODA under this Agreement is UNLIREC, and the Coordinator is Mr. Katja Boettcher, Political Affairs Officer of UNLIREC. Notifications and communications will be directed to the Coordinator at the following street address, and electronic mail:

United Nations Regional Centre for Peace, Disarmament and
Development in Latin America and the Caribbean (UNLIREC)

Katja Boettcher
Oficial de Asuntos Políticos | Political Affairs Officer
Oficina de la Dirección | Office of the Director
Av. Jorge Chávez 275, 15074 Miraflores
Lima, Perú

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

7.1. 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.

7.2. Nothing in or relating to this MoU will be deemed a waiver, express or implied, of any of the privileges and immunities, exemptions and facilities enjoyed, or which may be enjoyed by the United Nations, UNODA or OAS, including their subsidiary organs and staff.

VIII: DISPUTE RESOLUTION

8.1 Any dispute or disagreement between the Parties concerning the interpretation, implementation or application of this MoU will be amicably settled between the Parties.

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 paragraph 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, programme 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 Paragraph 4 of this MoU.

X: TERM, AMENDMENTS AND TERMINATION

10.1. This MoU may be amended at any time by mutual written consent of the Parties.

10.2. This MoU will come into effect on the date of the last signature by the duly authorized representatives of the Parties, and will remain in effect until December 2025. It will be automatically renewed for a subsequent period of 1 year, unless either Party gives a written notice to the other Party of the intention not to renew this MoU.

10.3. This MoU may be terminated or suspended by either Party at any time by giving the other Party thirty (30) days prior written notice. Where notice of termination is given, the Parties will take immediate steps to bring all activities under this MoU to a close in a prompt and orderly manner. Unless the Parties agree otherwise in writing, the termination of this MoU will not have any effect on (a) the necessary steps for the orderly completion of any ongoing collaborative activity involving either Party under this Paragraph; (b) any separate agreements or arrangements concluded pursuant to Paragraph 4 of this MoU.

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 UNITED NATIONS:

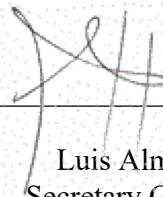


Paul Rwakibale
Executive Officer

Place: **New York**

Date: **8 September 2023**

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



Luis Almagro
Secretary General

Place: Washington DC

Date: 28 September 2023