MEMORANDUM OF UNDERSTANDING

BETWEEN

UNITED NATIONS

AND

CARIBBEAN COMMUNITY (CARICOM) IMPLEMENTATION AGENCY FOR CRIME AND SECURITY (IMPACS)
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AND

CARICOM IMPLEMENTATION AGENCY FOR CRIME AND SECURITY

THE PARTIES TO THIS MEMORANDUM, the United Nations an international intergovernmental organisation, represented by the United Nations Office on Drugs and Crime (hereinafter referred to as UNODC), and the Caribbean Community (CARICOM) Implementation Agency For Crime and Security – IMPACS (hereinafter referred to as IMPACS);

RECOGNISING that UNODC is an integral part of the United Nations Secretariat mandated to provide technical assistance to intergovernmental, governmental and non-governmental organisations in the fight against illicit drugs, crime and terrorism, supporting the formulation and implementation of improved policies;

RECOGNISING that IMPACS is an institution of CARICOM, established in 2006 by Inter-governmental Agreement, with primary responsibility for the implementation of the regional crime and security agenda;

RECALLING that the Twenty Fourth Inter-Sessional Meeting of the Conference of Heads of Government of CARICOM, held at Port-Au-Prince, Republic of Haiti, in February 2013, endorsed and adopted the CARICOM Crime and Security Strategy (hereinafter referred to as the CCSS) as the authoritative reference source for CARICOM’s crime and security agenda;
CONSIDERING that the CCSS calls for deeper engagement, understanding and cooperation with other regional and multilateral institutions through cooperative agreements and protocols;

RECALLING the previous relevant statements of the Parties which underscore the importance of developing effective partnerships between UNODC and IMPACS, in accordance with their mandates, the Charter of the United Nations, and the relevant statutes of the CARICOM Crime and Security Strategy;

FURTHER RECALLING the prominent positioning of security by CARICOM Heads of Government to an elevated status as the Fourth Pillar of the Caribbean Community alongside Trade and Economic Integration, Foreign Policy Relations and Functional Cooperation;

SEEKING to achieve the objectives contained in this Memorandum and thereby promoting and supporting each other’s regional crime and security agendas through the sharing of their particular institutional expertise, knowledge, skills, information and technology;

REAFFIRMING strong commitment to the principles and values of democratic choice, freedom, justice, prosperity, respect for and promotion of human rights, and good governance; and recalling the importance of the principles of cooperation amongst global, hemispheric and regional organisations;

WISHING to cooperate within the framework of their mandates;

AGREE to execute this Memorandum of Understanding based on the following provisions:
ARTICLE I
STATEMENT OF PURPOSE

The purposes of this Memorandum are:

1. To establish a framework for cooperation and facilitate collaboration between the Parties on a non-exclusive basis;

2. To enable enhanced and sustainable security cooperation between the Parties based on regional priorities and plans in furtherance of stated outcomes;

3. To support the security needs of Caribbean Member States through the adoption of a flexible, collaborative relationship between the Parties.

ARTICLE II
OBJECTIVES OF COOPERATION

The Parties shall explore all forms of cooperation which may include:

1. Provision and sharing of expertise in key technical areas of crime and security;

2. Promotion and facilitation of the development of human resource capacities within the area of crime and security of the CARICOM Member States and CARICOM IMPACS, including cooperation through the provision of joint training and other programmes;

3. Pooling of resources and services wherever it is deemed appropriate;

4. Exchange of information in accordance with their respective mandates and governing rules and regulations;

5. Combining efforts to achieve the best use of all available information relevant to their respective mandates;
6. Encouraging liaison and meetings between their respective operational units at the regional and/or national level to foster enhanced cooperation and mutual assistance.

ARTICLE III
AREAS OF COOPERATION

Within the scope of the rules and regulations of each Party, the areas of cooperation will consist of:

1. Joint initiatives in the implementation of the following Strategic Goals of the CCSS:
   a) **Strategic Goal 1**: Take the profit out of crime, target criminal assets and protect the financial system;
   b) **Strategic Goal 3**: Establishing appropriate legal instruments while ratifying existing agreements;
   c) **Strategic Goal 4**: Increase trans-border intelligence and information sharing;
   d) **Strategic Goal 6**: Enhance maritime and airspace awareness, strengthen CARICOM borders including contiguous land borders;
   e) **Strategic Goal 7**: Strengthen the effectiveness of criminal investigation through modern technologies and scientific techniques.

and

such other goals and activities that the Parties may agree upon from time to time.
2. Occasional consultations concerning the most efficient use of resources and services with a view to avoiding the establishment and operation of overlapping activities and services.

3. Capacity building initiatives for the Parties involved.

4. In implementing activities, projects and programmes in the agreed areas of cooperation, the Parties will execute a separate legal instrument appropriate for the implementation of such initiatives, as described in Article VII.2.b) of this Memorandum.

ARTICLE IV
PUBLICITY

When acting jointly in the execution of a project, the Parties will:

1. Coordinate public messages such as press releases and press communiqués regarding joint projects.

2. Acknowledge the role and contribution of each of the Parties as appropriate in all public information and documentation relating to instances of cooperation. To this end, the Parties will consult with each other concerning the manner and form of such recognition and acknowledgement.

3. Refrain from using the name, emblem or official seal of the other Party in any manner whatsoever without the prior written permission of the other Party.
ARTICLE V
RESOURCES

The implementation of activities envisaged in the present Memorandum will depend on the availability of the necessary financial, human and/or other resources and will be made in accordance with the governing regulations, rules and procedures of the Parties. The Parties, however, agree:

1. To cooperate in fund-raising activities for joint programmes, projects and activities, without prejudice to the provisions made in supplementary agreements, memoranda of understanding and/or exchange of letters, entered into pursuant to this Memorandum for the joint implementation of programmes, projects and/or activities.

2. That this Memorandum in and of itself does not create any legal obligations or imply the commitment of resources, financial or otherwise, on the part of either of the Parties.

ARTICLE VI
COORDINATION AND NOTICE

1. The office responsible for coordinating UNODC activities under this Memorandum: the UNODC Regional Office on Drugs and Crime for Central America and the Caribbean, and the Coordinator is Mr. OLIVIER INIZAN; Coordinator of Programming and Operations. Notifications and communications should be directed to the aforementioned coordinator at the following street or electronic mail address:

OLIVIER INIZAN
UNODC Regional Office for Central America and the Caribbean
Building 742, Balboa, Ancón
Panama City
Panama
Tel.: (507) 314-4965
Electronic Mail: olivier.inizan@unodc.org

2. The unit responsible within IMPACS for coordinating the activities under this Memorandum is the CARICOM Crime and Security Strategy Unit, and the coordinator is Ms. NADINE BUSHELL, Programme Coordinator. Notifications and communications should be directed to the aforementioned Coordinator at the following street and electronic mail address:

CARICOM Implementation Agency for Crime and Security

NADINE BUSHELL
19-20 Victoria Square
Port of Spain
Trinidad and Tobago
West Indies
Tel: (1-868-625-4441
Electronic Mail: nbushell@carimpacs.org

3. All communications and notifications under this Memorandum will be validly made only when they are sent by mail, or electronic mail, addressed to the Coordinators whose names are set out in Article VI (1) and (2) above, or such other persons as approved and communicated by these Coordinators. 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.
4. Either Party may change the responsible office or unit or designated Coordinator, as well as the indicated address, telephone number, or electronic mail address, by notifying the other Party in writing.

ARTICLE VII

COOPERATION AND COORDINATION MECHANISMS

To ensure efficient and qualitative cooperation, the Parties will:

1. Engage each other through continuous liaison by way of frequent meetings as agreed between the Parties.

2. Ensure that all activities, programmes and/or projects to be undertaken jointly will be conducted:
   
   a) Subject to approval by each Party's duly authorized representative;
   
   b) Subject to an exchange of letters, or a project agreement, which shall include: the agreed-upon programme, project or activity; the objectives sought; key outcomes and outputs; details of the activities; the responsibilities of each Party, including project funding, implementation, monitoring, and reporting; and, a work plan identifying the dependencies of the Parties that will execute the project, programme or activity, together with dates of commencement, termination and coordination.

3. 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 fulfilment of the regional agenda of each.

ARTICLE VIII

EFFECTIVE DATE
This Memorandum of Understanding, as well as any Memorandum of Understanding supplementary thereto, will be effective immediately upon signature by both Parties.

ARTICLE IX
AMENDMENTS

1. Consultations with respect to any amendment to this Memorandum of Understanding may be initiated by either Party.

2. Amendments shall enter into force upon their acceptance in writing by both Parties.

ARTICLE X
TERMINATION

1. This Memorandum may be terminated by mutual consent, or by either of the Parties, by the provision of written notice from one Party to the other, with not less than thirty days notice.

2. Notwithstanding the termination of this Memorandum, the supplementary agreements, memoranda of understanding and/or letters referred to herein that the Parties have signed and that have been duly financed, shall be continued to completion unless the Parties mutually decide otherwise.

3. Article XI and XII shall survive the expiry or the termination of this Memorandum.
ARTICLE XI
DISPUTE RESOLUTION

Any dispute that arises in connection with the application or interpretation of this Agreement, or any supplementary agreement, memorandum of understanding or exchange of letters, will be resolved by direct negotiation between the Parties.

ARTICLE XII
PRIVILEGES AND IMMUNITIES

Nothing in the present agreement shall be construed as a waiver of the privileges and immunities of the United Nations.

IN WITNESS WHEREOF the representatives of the United Nations Office on Drugs and Crime and the CARICOM Implementing Agency for Crime and Security, being duly authorized thereto, execute this Memorandum.

For the United Nations

[Signature]

Yury Fedotov
Executive Director
UNODC

DATE: 7th Oct 2014

For the CARICOM Implementation Agency for Crime and Security