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**United States of America
and
El Salvador**

Agreement between the Government of the United States of America and the Government of El Salvador concerning the establishment of an International Law Enforcement Academy. San Salvador, 20 September 2005

Entry into force: *1 March 2006 by notification, in accordance with article 14*

Authentic texts: *English and Spanish*

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**États-Unis d'Amérique
et
El Salvador**

Accord entre le Gouvernement des États-Unis d'Amérique et le Gouvernement d'El Salvador portant création de l'Académie internationale pour l'application de la loi. San Salvador, 20 septembre 2005

Entrée en vigueur : *1^{er} mars 2006 par notification, conformément à l'article 14*

Textes authentiques : *anglais et espagnol*

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**AGREEMENT BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND
THE GOVERNMENT OF EL SALVADOR
CONCERNING THE ESTABLISHMENT
OF AN INTERNATIONAL LAW ENFORCEMENT ACADEMY**

The Government of the United States of America (the “United States”) and the Government of El Salvador (“El Salvador”), or “the Parties,”

In view of their close cooperation and mutual interest in combating transnational crime and developing closer regional law enforcement cooperation;

Have agreed as follows:

**ARTICLE 1
ESTABLISHMENT**

An “International Law Enforcement Academy” site (“the Academy”) is hereby established in El Salvador. The Academy may be identified by its English acronym (ILEA), and shall operate as a joint entity of the United States and El Salvador.

**ARTICLE 2
OBJECTIVES**

The objectives of the Academy shall be:

1. to strengthen cooperation between law enforcement institutions in El Salvador, the United States, and other Latin American countries by providing training and continuing education courses for law enforcement professionals.

2. to strengthen cooperation among the countries of Latin America to combat drug-related and transnational crime.
3. to provide quality training and institution-building assistance to combat transnational crimes including terrorism, narcotics trafficking, financial crimes, cyber crime, illegal firearms trafficking, and smuggling and trafficking in persons; and
4. to reinforce criminal justice institutions in Latin America, with a view to strengthening the rule of law, respect for human rights and democratic institutions, and law enforcement capacity.

ARTICLE 3

IMPLEMENTATION OF THE AGREEMENT

The executive agents responsible for fulfilling the terms and conditions of this Agreement shall be, for the United States, the Department of State, and for El Salvador, the Ministry of Government.

ARTICLE 4

JOINT EL SALVADOR-UNITED STATES COMMITTEE

There shall be a high-level Joint United States–El Salvador Committee (the “Joint Committee”) to provide overall guidance to the Academy on matters of general policy, pursuant to the objectives of this Agreement.

The Joint Committee shall have the following duties:

- (a) Report to the Parties on the implementation of this Agreement;
- (b) Be apprised of the proposals submitted by the Program Director;
- (c) Be apprised of the yearly review of training plans and their budgets;

- (d) Any other duty conferred by this Agreement.

The Joint Committee shall consist of one senior representative appointed by each Party and such other members as are agreed upon by those representatives, provided that each Party has an equal number of representatives and the total number of members does not exceed eight. In addition, the Program Director and the Managing Director shall be ex-officio members of the Committee. The Joint Committee shall report to the Parties; any action it takes shall require the approval of the Parties. Each Party shall notify the other of the appointment of its senior representative through the diplomatic channel.

The Chair of the Joint Committee shall rotate annually between the two Parties, and the Joint Committee shall, at minimum, meet twice each year.

ARTICLE 5

ORGANIZATION OF THE ACADEMY

1. The Academy shall have a Program Director appointed and funded by the United States who shall be in charge of and responsible for the operation of the Academy, as well as for the supervision of personnel funded by the Government of the United States. The Program Director shall, at minimum, be assisted by a Deputy Director appointed and funded by the United States.
2. The Academy shall have a Managing Director appointed and funded by El Salvador who shall be responsible for the administration and management of the Academy facility and the supervision of personnel funded by the Government of El Salvador. The Managing Director shall, at minimum, be assisted by a Deputy Managing Director appointed and funded by El Salvador.
3. The Program Director and the Managing Director shall determine the internal structure and administrative rules applicable to the Academy.

4. In consultation with the Joint Committee, the Program Director shall prepare an annual training plan and budget by no later than August 1 of each year.

ARTICLE 6

FACILITIES FOR THE ACADEMY

1. El Salvador shall identify a suitable site, to be agreed upon by the Parties, which meets the infrastructure needs of the Academy. These needs include administrative offices and storage space, as well as classrooms, dormitories, dining facilities, a student center, an auditorium, a gymnasium and track and field ring, and computer laboratories to accommodate 100 students.
2. Subject to the availability of funds, El Salvador shall bear the costs for any necessary work to prepare the site for construction, including, at minimum, but not limited to, earthwork, installation of utilities, and construction of a suitable service road.
3. Subject to the availability of appropriated funds, which is a matter for the United States Congress to decide, the United States shall bear the costs of building and/or renovating the facilities.
4. The Parties shall mutually decide on: plans for the design, construction and/or renovation of the facilities; the contracting process to be utilized; selection of contractors; and measures to supervise the construction and/or renovation process.
5. El Salvador shall bear the costs associated with the maintenance, operations, and security for the facilities.
6. The facilities dedicated exclusively to the Academy shall remain so dedicated for the duration of this Agreement, unless otherwise agreed by the Parties.