

MEMORANDUM OF UNDERSTANDING
BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND THE GOVERNMENT OF GRENADA
CONCERNING THE TRANSFER OF THIRD COUNTRY NATIONALS

The Government of the United States of America and the Government of Grenada (hereinafter referred to individually as a “Participant” and collectively as the “Participants”),

AFFIRMING their willingness to cooperate concerning the potential transfer of certain third-country nationals present in the United States to Grenada,

Have reached the following understandings:

1. Purpose and Scope

- 1.1 The purpose of this Memorandum of Understanding (“MOU”) is to memorialize a non-binding, understanding between our Governments to facilitate the orderly reception in Grenada of third-country nationals (hereinafter referred to as “transferees”) identified by the Government of the United States of America and accepted by the Government of Grenada, in a manner that supports humanitarian objectives, safeguards public safety, and contributes to Grenada’s development.
- 1.2 Except in relation to violations of United States immigration laws, the Government of the United States of America does not intend to propose for transfer any individuals with criminal records known to the Government of the United States of America, including through Interpol notifications.

2. Case-by-Case Consideration and Documentation

- 2.1 The Government of the United States of America may, in its sole discretion, propose to the Government of Grenada the transfer of third-country nationals, and the Government of Grenada may, in its sole discretion, consider accepting or rejecting such proposals in whole or in part on a case-by-case basis, consistent with Grenada’s laws and national capacity.
- 2.2 For each proposed transferee, the United States intends to provide a full pre-arrival dossier, to the extent available and permitted by law, which includes biometric identifiers; immigration, law-enforcement, and security history; medical screening records; and a language profile.
- 2.3 Subject to logistical capacity and implementation efficiency, the Government of Grenada intends to receive transferees on an annual basis in numbers to be mutually determined in writing by the Participants.
- 2.4 In determining acceptance, the Government of Grenada may give preference to transferees possessing skills or competencies that contribute to Grenada’s

development, to the extent such skills or competencies are known to the Government of Grenada.

3. Assurances

The Participants affirm their continued adherence to applicable international obligations, including the Convention Against Torture and Other Cruel, Inhuman or Degrading Treatment or Punishment adopted in New York on December 10, 1984, as well as the principle of non-refoulement. Consistent with this assurance, the Government of Grenada further assures the Government of the United States of America that it would treat any third-country nationals transferred from the United States to Grenada in a manner that is in accordance with its international legal obligations, and that the third-country nationals removed to Grenada would not be subjected to persecution on account of race, religion, nationality, membership in a particular social group, or political opinion, or torture, in Grenada, or further transferred to any country in which they would be subjected to persecution on account of race, religion, nationality, membership in a particular social group, or political opinion, or torture.

4. Information Sharing and Confidentiality

The Participants intend to exchange information necessary to implement this MOU and to protect personal data, to the extent consistent with their respective laws and policies.

5. Operating Procedures and Assistance

- 5.1 The Participants intend to develop, to the extent appropriate, operating procedures to address logistical considerations regarding the implementation of this MOU.
- 5.2 The Government of the United States of America further intends to review available foreign assistance funds for food, housing, and other related matters, in accordance with applicable law and regulation. The Government of Grenada does not intend to accept any transfer in the absence of arrangements for such assistance.

6. General Provisions

- 6.1 The Participants intend to consult to resolve any questions about the interpretation or implementation of this MOU.
- 6.2 Either Participant may discontinue this MOU at any time but should endeavor to provide [30 days'] written notice to the other Participant.
- 6.3 Nothing in this MOU is intended to create any rights or obligations under international or domestic law, including with respect to the disbursement or obligation of funds. All actions taken under this MOU are subject to the availability of funds and the applicable laws and regulations of both Participants.

- 6.4 This MOU becomes operative upon signature by both Participants.
- 6.5 This MOU may be modified by the mutual written decision of the Participants.

Signed, in duplicate, in the English language.

**FOR THE GOVERNMENT OF
THE UNITED STATES
AMERICA:**

**FOR THE GOVERNMENT OF
GRENADA**

.....

Date:..... Date:.....

Place:..... Place:.....