

Acuerdos Bilaterales

Clasificación: 47-2006

Fecha de Ingreso: 28 de junio de 2006

Nombre de Acuerdo: Memorandum of Understanding between the General Secretariat of the Organization of American States through the Executive Secretariat of the Inter-American Drug Abuse Control Commission ("ES/CICAD") and the Lions Club International Foundation ("LCIF") regarding the development of lions quest school programs for substance abuse prevention and life skills in the member States of the Organization of American States

Materia:

Partes: SG/OEA & the Lions Clubs International Foundation

Referencia: LCIF

Fecha de Firma: 13 de abril de 2005

Fecha de Inicio:

Fecha de Terminación:

Lugar de Firma:

Unidad Encargada:

Persona Encargada:

Original:

Claves:

Cierre del proceso:



ORGANIZATION OF AMERICAN STATES

INTER-AMERICAN DRUG ABUSE CONTROL COMMISSION

cicad

MEMORANDUM OF UNDERSTANDING ("MOU")

between

**THE GENERAL SECRETARIAT OF
THE ORGANIZATION OF AMERICAN STATES
THROUGH THE EXECUTIVE SECRETARIAT OF
THE INTER-AMERICAN DRUG ABUSE CONTROL COMMISSION
("ES/CICAD")**

and

THE LIONS CLUBS INTERNATIONAL FOUNDATION ("LCIF")

regarding

**THE DEVELOPMENT OF LIONS QUEST SCHOOL PROGRAMS
FOR SUBSTANCE ABUSE PREVENTION AND LIFE SKILLS
IN THE MEMBER STATES OF
THE ORGANIZATION OF AMERICAN STATES**

ORGANIZATION OF AMERICAN STATES (OAS)



INTER-AMERICAN DRUG ABUSE CONTROL COMMISSION

cicad

**MEMORANDUM OF UNDERSTANDING BETWEEN THE GENERAL SECRETARIAT
OF THE ORGANIZATION OF AMERICAN STATES, THROUGH THE EXECUTIVE
SECRETARIAT OF THE INTER-AMERICAN DRUG ABUSE CONTROL
COMMISSION ("ES/CICAD") AND THE LIONS CLUBS INTERNATIONAL
FOUNDATION ("LCIF") REGARDING
THE DEVELOPMENT OF LIONS QUEST SCHOOL PROGRAMS
FOR SUBSTANCE ABUSE PREVENTION AND LIFE SKILLS
IN THE MEMBER STATES OF THE ORGANIZATION OF AMERICAN STATES**

WHEREAS, Article 112(h) of the Charter of the Organization of American States ("OAS"), resolution AG/RES. 57 (I-0/71) of April 23, 1971, of the General Assembly of the Organization, and Article 3(h) of the General Standards to Govern the Operations of the General Secretariat of the Organization, define the Secretariat's authority to enter into suitable arrangements with other organizations and entities that pursue goals related to those of the Organization;

AND WHEREAS "life skills" methodology was determined by the Inter-American Drug Abuse Control Commission's ("CICAD") Group of Experts in Demand Reduction in September of 2004 as the preferred method of primary substance abuse prevention for youth and school populations;

AND WHEREAS the Lions Clubs International Foundation ("LCIF"), a non-profit organization, brings years of international experience in the development of drug abuse prevention materials known as the Lions-Quest Program, using an evidence-based Social and Emotional Learning (SEL) approach as it integrates drug abuse prevention as a natural part of a comprehensive life skills curriculum, that has been endorsed by the World Health Organization (WHO), the Center for Substance Abuse Prevention (CSAP), the U.S. Department of Education and authorities in 25 countries;

AND WHEREAS the CICAD Hemispheric Guidelines for Substance Abuse Prevention (CICAD doc. 1325/04) approved by the Commission at its thirty-sixth regular session in December 2004, formally endorse Lions-Quest programs as a recommended model for life skills and substance abuse prevention, and have been commended by the Commission to the Executive Secretariat as a basis for moving forward to support improved and expanded school-based drug abuse prevention in a culturally appropriate and integral way in OAS member states;

AND WHEREAS LCIF has available to it a body of influential community service-oriented individuals, members from Lions Clubs in municipalities throughout OAS member states who volunteer thousands of hours of support and sustainable program support towards the success of the Lions-Quest Program, as well as push for sustainable funding and institutional support for expansion of prevention programs;

AND WHEREAS CICAD can count upon national drug councils and, relevant ministries in OAS member states and other experienced specialists in the field of prevention to contribute to the expansion of Lions-Quest programs which are already currently active in the region;

AND WHEREAS both LCIF and CICAD seek to assist interested OAS member states to implement culturally-appropriate, research-proven drug abuse prevention through the adaptation of Lions Quest programs for teaching in public and private schools, utilizing the strong network of Lions Clubs and national drug councils in the region;

THEREFORE the following has been jointly decided between the Executive Secretariat of the Inter-American Drug Abuse Control Commission ("ES/CICAD") and the Lions Clubs International Foundation ("LCIF"), hereinafter "The Parties":

Article I Scope and Objectives

1. This Memorandum of Understanding ("MoU") sets forth the basis and procedures for cooperation between the General Secretariat of the Organization of American States ("GS/OAS" or "General Secretariat") and LCIF to work in cooperation in interested OAS member states to implement appropriate research-proven drug abuse prevention approaches through Lions Quest life skills education in public and private schools in Latin America and the Caribbean, utilizing the strong network of Lions Clubs and national drug councils in the region.

Article II Representation – Communications – Cooperation

1. For purposes of this MoU, the GS/OAS shall be represented by the Demand Reduction Unit and other officers of the ES/CICAD, located in the headquarters of the Organization in Washington D.C., while LCIF shall be represented by the LCIF Lions Quest Department, based in Oak Brook, Illinois.

2. Communications under this MoU shall, in the case of LCIF, be directed to the above-mentioned office. In the case of the GS/OAS, communications shall be directed to the ES/CICAD.

3. LCIF and the General Secretariat through ES/CICAD shall cooperate fully to ensure that the objectives referred to in Article I, above, are successfully pursued and achieved. To that effect, the Parties shall furnish to each other all such information as may reasonably be required pertaining to their cooperation.

Article III Commitments of the Parties

1. Under the auspices of the CICAD Hemispheric Guidelines to School-based Substance Abuse Prevention, approved by the Commission at its thirty-sixth regular session in December 2004, the Parties agree to work together to enable interested OAS member states to adapt Lions-Quest curricula to local conditions and to implement the resulting program in their public and private school systems, accompanying the process with such external technical and/or financial assistance as the Parties may agree in country-level project agreements referred to in Article IV, paragraph 1.

2. In the framework of anticipated country-level agreements, each Party will undertake to bear a comparable portion of the financial burden of project implementation through cash and in-kind

contributions, understanding that the cost to CICAD and LCIF as external organizations is expected to diminish each year as the participating country assumes responsibility for an increasing portion of project costs. Budgets and respective financial and technical contributions will be defined in the country-level project agreements referred to in Article IV, paragraph 1, as these are agreed upon between GS/OAS through ES/CICAD and LCIF.

3. Once a country has been selected for project operation, one or more local agreements will be undertaken involving ES/CICAD, LCIF, national Lions authorities (e.g., Lions district or multiple district), the national drug council or commission, and other ministerial partners as appropriate (Education, Health, Youth). Project budget, activities, and Party contributions will be defined for each project at the national level through the above-mentioned agreements and accompanying operation plans, to ensure that correct institutional and technical procedures are followed and all necessary Parties involved, along the lines set out in Annex A to this MoU - General Steps for Country-Level Implementation of Lions-Quest Life Skills Prevention Programming in OAS Member States.
4. The Parties will cooperate in the review of proposals for projects, selection of country sites for involvement in the projects, and revision and design of project plans.
5. The Parties each undertake to provide technical support to project development in order to ensure program implementation according to established LCIF and CICAD standards for prevention, such as revision of curriculum and training materials, on-site visits, review of budgets and planned activities, and to facilitate correspondence and meetings to garner political support, enhance the work of such country-level Steering Committees as are established, to conduct program evaluations, prepare donor community reports, and carry out such other activities as the Parties may deem necessary.
6. The Parties will announce the present MoU in the context of the Lions Clubs International Board of Directors' Meeting in Washington, D.C. scheduled to take place March 31, 2005;
7. Existing LCIF legal copyright and trademark rights will be respected regarding Lions Quest curriculum and materials utilized as a part of the Project, whilst it is further understood that LCIF will permit the modification and cultural adaptation of materials to permit their correspondence with country programmatic needs. In addition, LCIF will accommodate government interests for cost-effective reproduction of these materials.
8. The contributions of each of the Parties in projects and activities will be reflected in the display of CICAD or OAS and LCIF logos on produced materials and mention of Parties in the acknowledgement section of manuals and workbooks produced.
9. LCIF and the General Secretariat acknowledge that each party may provide materials for the other's use that are protected by copyright, including written, audio-visual, and electronic works, or other proprietary information. Each Party shall use the material and information only for the purpose and in the manner agreed to by the providing party and shall not reproduce, distribute, sell, or otherwise exploit them in whole or in part without the express prior written permission of the providing party.
10. The parties acknowledge that each Party owns certain trademarks and trade names. Neither party shall use, reproduce or exploit trademarks of the other except for the purpose and in a manner authorized by the trademark owner.

Article IV Participation

1. This MoU sets out a framework for cooperation by the Parties and does not obligate any funds. The Parties' representatives will determine and define associated activities, funding and costs in separate country-level project agreements, work plans and such other agreements that they may conclude. Specific projects, once identified, will be subject to the approval of both LCIF and the General Secretariat through ES/CICAD and agreed to in accordance with their respective rules and regulations. In the event that specific project agreements are concluded, it is anticipated that the order of the contributions will approximate the amounts indicated in Annex B -Sample Country Budget.

2. This MoU in no way restricts either of the Parties from participating in similar arrangements or agreements, including the pursuit of project funding, with other public agencies, non-profit organizations or individuals.

Article V Dispute resolution

1. The Parties shall attempt to resolve amicably any disputes arising in relation to the interpretation and/or implementation of this MoU. More detailed dispute mechanisms may be provided in the specific plans or agreements between the Parties referred to in Article IV, paragraph 1, above.

Article VI Privileges and Immunities

1. LCIF recognizes the privileges and immunities accorded to the OAS and the GS/OAS by virtue of the general principles of international law and by such agreements on privileges and immunities as may be relevant. Nothing expressly stated or implied in this MOU constitutes a waiver of privileges and immunities accorded to GS/OAS under the laws of the United States of America or under international law.

Article VII Amendments - Coming into Effect - Termination

1. This MoU may be amended by mutual consent of the Parties expressed in writing.

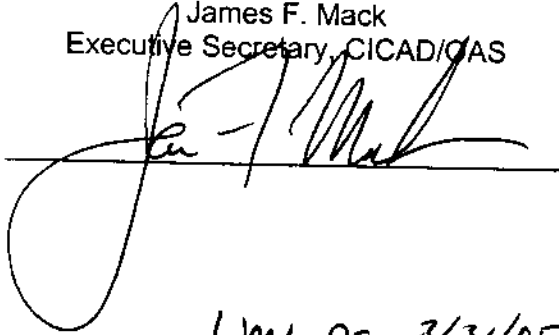
2. This MoU shall come into effect upon signature by the duly authorized representatives of the Parties.

3. Either Party may suspend or terminate the present MoU by giving thirty days' written notice to the other. However, duly financed activities initiated by the Parties by virtue of this MoU shall be continued to completion unless the Parties mutually decide otherwise.

IN WITNESS WHEREOF, the undersigned, being duly authorized, have signed this MoU in duplicate on the date and at the place indicated below.

For the General Secretariat of the
Organization of American States (GS/OAS):

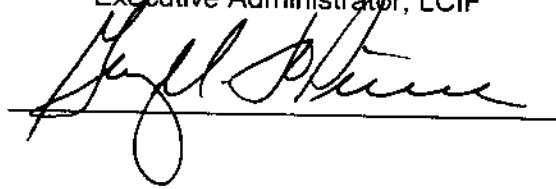
James F. Mack
Executive Secretary, CICAD/OAS

A handwritten signature in black ink, appearing to read 'James F. Mack', written over a horizontal line.

Place and Date: WASH DC 3/31/05

For the Lions Clubs International Foundation
(LCIF):

Gary La Petina
Executive Administrator, LCIF

A handwritten signature in black ink, appearing to read 'Gary La Petina', written over a horizontal line.

Place and Date: OAK BROOK, IL 4/13/05