

## Acuerdos Bilaterales

Clasificación: 46-2005

Fecha de Ingreso: 23 de marzo de 2005

Nombre de Acuerdo: Memorandum of Understanding between the General Secretariat of the Organization of American States and the Pan American Health Organization/World Health Organization for the Book on Telemedicine in the Americas

Materia: Telecomunicaciones

Partes: SG/OEA & Pan American Health Organization

Referencia: PAHO

Fecha de Firma: 19 de septiembre de 2003

Fecha de Inicio: 19 de septiembre de 2003

Fecha de Terminación: Con la publicación del libro o el 31 de diciembre de 2005

Lugar de Firma: Washington, D.C.

Unidad Encargada: CITEL

Persona Encargada: Clovis Baptista

Original:

Claves:

Cierre del proceso:

## MEMORANDUM OF UNDERSTANDING

### BETWEEN THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES AND THE PAN AMERICAN HEALTH ORGANIZATION/WORLD HEALTH ORGANIZATION FOR THE BOOK ON TELEMEDICINE IN THE AMERICAS

THE PARTIES to this Memorandum of Understanding ("MOU"), the General Secretariat of the Organization of American States ("GS/OAS") and the Pan American Health Organization, Regional Office of the World Health Organization ("PAHO/WHO")

#### CONSIDERING:

That GS/OAS serves as the Secretariat for the Inter-American Telecommunications Commission ("CITEL") and its several organs, including Permanent Consultative Committee I ("PCC. I");

That by Resolutions PCC.I RES. 133 (XV-01), PCC.I agreed, as part of a joint effort with the Bureau of Telecommunications Development of the International Telecommunication Union ("ITU/BDT"), to prepare the Book on Telemedicine in the Americas ("the Book") in accordance with the outline set out in Annex I hereto, and it has requested GS/OAS to enter into the corresponding arrangements for that purpose;

That PCC.I has appointed the General Manager responsible for overseeing all aspects of the book production, including relations with ITU/BDT and PAHO/WHO for that purpose;

That ITU/BDT has hired the Principal Expert charged with coordinating the production of the Book ("the Principal Expert"), and that GS/OAS has hired two additional experts ("the CITEL Experts") to assist the Principal Expert for that purpose;

That PAHO/WHO has made significant contributions to information and communications technologies ("ICT") in the area of Telemedicine;

That the Cooperation contemplated under this MOU falls within the scope of Article XII of the May 23, 1950 Agreement Between the Council of the OAS and the Directing Council of the Pan American Sanitary Organization,

AGREE:

## ARTICLE I: PURPOSE

1.1 The Purpose of this MOU is to establish the terms of cooperation between the Parties for the production of the Book.

## ARTICLE II: PAHO/WHO CONTRIBUTIONS

2.1 PAHO/WHO shall provide GS/OAS, through the Office of the Executive Secretary of CITEL, with the following information and documentation in digital format for the Book:

a. A brief chart on the health situation of each country in the region containing the public health parameters that PAHO considers pertinent to take account for evaluation of the impact of the introduction of telemedicine in those countries;

b. Documents on training days, seminars, conferences and other events organized by PAHO/WHO on telemedicine, the information society, and ICT applied to health;

c. Documents on pilot projects in telemedicine and ICT applied to health;

d. Documents on Geographic Information Systems in Health ("SIG-E PI"), particularly with regard to origins, methodology, results, future projections, etc;

e. Contributions, suggestions and recommendations that might serve as reference for those involved in tele-health policy shaping in the Americas.

2.2 PAHO/WHO grants to GS/OAS a non-exclusive limited and gratuitous copyright license for the sole purpose of reproducing the documents and information provided under the foregoing Article and any other documents provided to GS/OAS for the Book referring to them, and using them in the Book. This license shall cover the Book in printed form, CD-ROM, on line, and any other electronic format or medium.

2.3 Any edits or changes to the material provided by PAHO/WHO must be approved in writing by PAHO/WHO.

## ARTICLE III: GS/OAS' CONTRIBUTIONS

3.1 GS/OAS shall make available to PAHO/WHO the services of the Principal Expert and the CITEL experts for the purpose of coordinating and facilitating PAHO/WHO's contribution above.

3.2 GS/OAS shall produce a multi-media version of the Book that shall be available on CD-Rom and a printed summary of its contents.

3.3 GS/OAS shall assure that the Book gives credit to PAHO/WHO for its contributions and that PAHO/WHO's logo appears on the book cover, together with those of CITEL and ITU.

## ARTICLE IV

4.1 For purposes of receiving and providing the written notice required under this MOU, GS/OAS' designated representative is:

Mr. Clovis Baptista  
Executive Secretary, CITEL  
OAS General Secretariat  
1889 F. Street N.W. Suite 550  
Washington, D.C. 20006

Tel: (202)458-3004  
Fax: (202)458-6854  
E-mail: cbaptista@oas.org

4.2 For purposes of receiving and providing written notice required under this MOU, PAHO/WHO's designated representative is:

Mr. R.A. Van West-Charles  
Area Manager, Information and Knowledge Management  
PAHO/WHO  
525 23<sup>rd</sup> Street, N.W.  
Washington, D.C. 20037-2895  
Tel: (202) 974-3210  
Fax: (202)974-3652  
E-mail: vanwestr@paho.org

- 4.3 Either Party may change its designated representative under this Agreement by advanced written notice to the other.

#### ARTICLE V: GENERAL TERMS AND CONDITIONS

5.1 The Parties shall resolve any dispute that arises between them with respect to this Memorandum of Understanding by way of negotiations between them. Nothing in this MOU constitutes a waiver, express or implied, of their privileges and immunities and those of their personnel.

5.2 All rights, including title, copyright and patent rights in the Book shall be jointly and severally vested in PAHO/WHO and GS/OAS.

5.3 The Book shall be distributed free of charge.

5.4 The Parties may modify this MOU by a written document signed by both of them, dated, and attached hereto.

5.5 This MOU shall enter into force on the day it is signed. It shall terminate upon publication of the Book or December 31, 2005, whichever occurs first. Either Party may unilaterally terminate this Agreement by giving sixty days advanced written notice to the other; however, the copyright license under Section 2.2 with respect to information and documentation provided by PAHO/WHO, the provisions on recognition with respect to documentation and information provided by PAHO/WHO in Section 3 in the event the Book is published with that documentation and information after termination, and the provisions on dispute resolution in Section 5.1 above shall survive termination of this Agreement.

SIGNED by the duly authorized representatives of the Parties in duplicate originals at the place and on the date indicated below:

FOR GS/OAS



Clovis Baptista

Executive Secretary, CITEL

Place: Washington, D.C.

Date: September 19, 2003

FOR PAHO/WHO



Mirta Roses Periago

Director, PAHO

Place: Washington, D.C.

Date: September 19, 2003

Annex I attached

## ANNEX I

## PRELIMINARY OUTLINE FOR THE BOOK

## INDEX

ProloguesInitial Analysis

- Definitions on the uses and the applications of Information and Communication Technologies in the area of Health: What are *Telemedicine*, *Tele-health*, *Tele-care* or *Tele-attention*, *e-health* or *cyber-health* and *m-health*?
- Clarification of Terms.
- Factors and parameters of medicine and evaluation of the Telemedicine programs and projects.
- Telemedicine and Health in the Third Millennium.

Objectives of the Book of Telemedicine

- The status of Telemedicine in the Americas.
- The incorporation of the New Information and Communication Technologies in the Health Systems in the Americas.

North America

- Canada.
- United States of America.
- Mexico.

Central America and the Caribbean

- Anguilla.
- Antigua and Barbuda.
- Aruba.
- Bahamas.
- Barbados.
- Belize.
- Bermuda.
- British Virgin Islands
- Cayman Islands.
- Dominica.
- Grenada.
- Guadeloupe.
- Guyana.
- Haiti.
- Jamaica.
- Martinique.
- Montserrat.

- Netherlands Antilles.
- Puerto Rico.
- St. Kitts and Nevis.
- St. Lucia.
- St. Vicente and the Grenadines.
- Suriname.
- Trinidad and Tobago.
- Turks and Caicos.
- U.S. Virgin Islands.
- Costa Rica.
- Cuba.
- Dominican Republic.
- El Salvador.
- Guatemala.
- Honduras.
- Nicaragua.
- Panama.

#### South America.

- Argentina.
- Brazil.
- Bolivia.
- Chile.
- Colombia.
- Ecuador.
- French Guyana.
- Paraguay.
- Peru.
- Uruguay.
- Venezuela.

#### Pilot Experiences

#### Programs in Progress.

CHARTS  
DIAGRAMS  
TABLES  
ANNEXES

#### Public and private sector investments in Health, per country.

CHARTS  
DIAGRAMS  
TABLES  
ANNEXES

Private and public sector investments in Communication Infrastructure and Networks, per country.

CHARTS  
DIAGRAMS  
TABLES  
ANNEXES

Private sector investments in Telemedicine per country.

CHARTS  
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ANNEXES

Telemedicine evolution in a globalized world.

CITEL OAS Recommendations

Conclusions.

Bibliography.

NOTE

The project consists of the creation of a guidebook that reflects the state of Telemedicine in the countries of the Americas.

Available information will be compiled from the different institutions and the current and future status of the projects will be illustrated as indicated in the index.

Furthermore, a CD-ROM will be created containing the experiences cited in a multimedia format and online based on the experience and positive results derived from the Book Tele-Education of the Americas.

To carry out the work, the information should be gathered from the following sources, among others:

- Available information at CITEL.
- The experiences of the countries of the region in Telemedicine and e-health.
- The information available on the subject in the Agency for Cooperation and Development of the OAS
- The information available at the ITU on the subject. Particularly the results of the first "World Symposiums on Telemedicine for the Developing Countries" (Cascais, Portugal; June 1997 and Buenos Aires, Argentina; June 1999)
- The efforts being made currently in the countries in the region to promote Telemedicine
- The experiences obtained by other organizations such as the IDB, PAHO, WHO, and AHCINET, etc.
- Surveys conducted by CITEL/ OAS.