

## Acuerdos Bilaterales

Clasificación: 51-2007

Fecha de Ingreso: 18 de octubre de 2007

Nombre de Acuerdo: Memorandum of Understanding between the General Secretariat of the Organization of American States and the National Association for Addiction Professionals for the Establishment of a Certification Process for Drug Treatment in Central America

Materia:

Partes: SG/OEA & National Association for Addiction Professionals

Referencia: NAAP

Fecha de Firma: 16 de mayo de 2007

Fecha de Inicio:

Fecha de Terminación:

Lugar de Firma: Washington, D.C.

Unidad Encargada:

Persona Encargada:

Original:

Claves:

Cierre del proceso:

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE GENERAL SECRETARIAT OF THE  
ORGANIZATION OF AMERICAN STATES**

**AND**

**THE NATIONAL ASSOCIATION FOR ADDICTION PROFESSIONALS  
FOR THE ESTABLISHMENT OF A CERTIFICATION PROCESS FOR DRUG  
TREATMENT PERSONNEL IN CENTRAL AMERICA**

**MEMORANDUM OF UNDERSTANDING BETWEEN THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES AND THE NATIONAL ASSOCIATION FOR ADDICTION PROFESSIONALS FOR THE ESTABLISHMENT OF A CERTIFICATION PROCESS FOR DRUG TREATMENT PERSONNEL IN CENTRAL AMERICA**

**ARTICLE I  
PURPOSE**

1.1 The Parties, the General Secretariat of the Organization of American States ("GS/OAS") through the Executive Secretariat of the Inter-American Drug Abuse Control Commission ("ES/CICAD"), a public international organization with headquarters at 1889 F. St. N.W. Washington, D.C. 20006, and the National Association for Addiction Professionals ("NAADAC"), a non-profit organization with headquarters at 901 N. Washington St. Suite 600, Alexandria, VA, 22314, hereby affirm their mutual interest in cooperating to help improve the quality of services in drug treatment facilities in Central America through training, technical assistance and technology, and to assist in establishing a certification process for drug treatment personnel in the region based on the principles of reciprocity and work-sharing to support the efforts of the Organization of American States ("OAS") and the NAADAC in addressing the problem of drug abuse.

1.2 GS/OAS is authorized to enter into this MOU pursuant to authority granted by Article 112(h) of the Charter of the Organization of the American States; resolution AG/RES. 57 (I-0/71) of the OAS General Assembly; and Article 3(h) of the General Standards to Govern the Operations of the General Secretariat of the Organization of American States.

1.3 Authority for NAADAC to enter into this MOU is in accordance with the provisions of the NAADAC Executive Committee's Policy and Procedure and By-laws.

**ARTICLE II  
FORMS OF COOPERATION**

2.1 The Parties agree to consult regularly and keep each other informed of any relevant issues in the field of drug demand reduction, certification processes, and other matters of common interest for the purpose of achieving their respective objectives, implementing their mandates and coordinating their activities.

2.2 Subject to such restrictions and arrangements as may be considered necessary by each of the Parties to preserve the confidential nature of certain information and documents, they shall exchange information and documents concerning matters of common interest.

2.3 ES/CICAD and NAADAC may seek the other's technical expertise and cooperation in the interest of their respective activities and, as required, may conclude specific agreements to this end.

2.4 The Parties also agree to cooperate in identifying appropriate consultants and experts to implement joint programs and to assist in programs undertaken by either organization. ES/CICAD and NAADAC shall consult each other to ensure the greatest

possible degree of coordination in regard to the organization of meetings and missions of technical experts concerning questions in which both Parties have an interest.

### **ARTICLE III COORDINATION AND IMPLEMENTATION OF PROJECTS**

3.1 The Parties agree to each designate a member of their respective personnel to maintain close, direct and continuing contacts with a view to ensuring the implementation of the provisions of this MOU. These regular working contacts shall be complemented by coordination review meetings between senior officials of each of the Parties, at a frequency established by them.

3.2 In accordance with their own regulations, the Parties shall invite each other to attend meetings convened under their respective auspices and which consider matters in which the other Party has an interest or technical competence.

3.3 As far as possible, decisions that the Parties may need to take with respect to the application of this MOU shall be taken at an operational level between the respective contact points referred to in the first paragraph of this Article III. Where necessary, decisions shall be referred to the Executive Secretary of ES/CICAD and the Executive Director of NAADAC.

3.4 Cooperation between the Parties and implementation of specific work projects shall be subject to the annual work program of each party as approved by their respective policy-making bodies and to the availability of adequate resources as they shall determine for each activity by them in accordance with their respective regulations and rules. The annual work plan shall be appended to and become part of this memorandum.

### **ARTICLE IV PARTICIPATION**

4.1 This MOU sets out a framework for cooperation by the Parties and does not obligate funds. The Parties shall document and agree to specific projects and any associated funding or costs in separate work plans, specific cooperative agreements and/or reimbursable agreements made in writing by their duly appointed representatives.

4.2 Nothing in this MOU shall obligate either of the Parties to expend appropriations or enter into any contract, agreement or other obligation except as they may mutually agree.

4.3 This MOU in no way restricts either of the Parties from participating in similar arrangements or agreements with other public agencies, non-profit organizations or individuals.

### **ARTICLE V RESPONSIBLE OFFICIALS**

5.1 The designated representatives of the Parties responsible for implementation of this MOU and for receiving notice hereunder are:

For GS/OAS:

Mr. James F. Mack  
Executive Secretary  
Inter-American Drug Abuse  
Control Commission (CICAD)  
General Secretariat of the  
Organization of American States  
1889 F Street, N.W.  
Washington, D.C. 20006

Tel: (202) 458-3178  
Fax: (202) 458-3658  
E-mail : [jmack@oas.org](mailto:jmack@oas.org)

For NAADAC:

Ms. Cynthia Moreno Tuohy  
Executive Director, NAADAC  
901 N. Washington St. Suite 600  
Alexandria, VA 22314

Tel: (703) 741-7686  
Fax: (800) 377-1136  
E-mail: [cmoreno@naadac.org](mailto:cmoreno@naadac.org)

5.2 Either Party may change its designated representative under this Article by giving advance written notice to the other.

## **ARTICLE VI DISPUTE RESOLUTION**

6.1 The Parties shall attempt to resolve amicably any disputes arising in relation to the interpretation or application of the present MOU. If resolution proves to be impossible they shall mutually agree on an acceptable dispute resolution provision. More detailed dispute mechanisms may be provided in the specific agreements, cooperative agreements or reimbursable agreements between the Parties referred to in Articles 2.3, and 4.1, above.

## **ARTICLE VII PRIVILEGES AND IMMUNITIES**

7.1 Nothing in this MOU shall be construed to be a waiver of any privileges or immunities of the GS/OAS under the laws of the United States of America, of any other OAS member state, or international law.

## **ARTICLE VIII AMENDMENT**

8.1 Amendments to this MOU shall be made by mutual consent of the Parties, by the issuance of a written amendment, which shall be signed and dated by their authorized representatives before the modifications may be implemented.

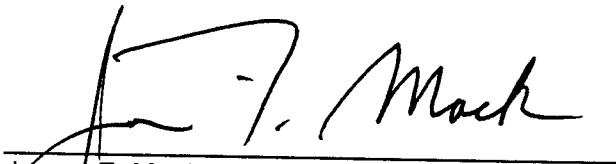
**ARTICLE IX  
PERIOD OF EFFECT AND TERMINATION**

9.1 This MOU becomes effective on the day of the last signature shown below, and will last for a period of 5 years. It may be terminated by mutual consent, or by either Party giving three months' written notice of termination to the other Party.

9.2 The suspension or termination of this MOU shall not affect the validity or duration of projects which have been initiated under it prior to the suspension or termination.

IN WITNESS WHEREOF, the undersigned being duly authorized, have signed this MOU in duplicate on the dates and at the places indicated below.

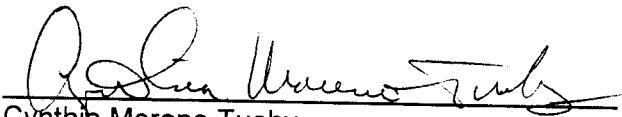
**For the General Secretariat of the Organization of American States**



James F. Mack  
Executive Secretary  
Inter-American Drug Abuse Control Commission  
CICAD

Place: Washington DC Date: 5/16/07

**For NAADAC**



Cynthia Moreno Tuohy  
Executive Director

Place: Alexandria, VA Date: 5/16/2007