

Acuerdos Bilaterales

Clasificación: 60-2006

Fecha de Ingreso: 5 de diciembre de 2006

Nombre de Acuerdo: Memorandum of Understanding: Strategic Alliance between the Inter-American Institute for Cooperation on Agriculture (IICA) and the Pan American Health Organization (PAHO) for the Promotion of Health and Prosperity in the Rural Communities of the Americas

Materia:

Partes: Pan American Health Organization & Inter-American Institute for Cooperation on Agriculture

Referencia: PAHO, IAICA

Fecha de Firma: 19 de septiembre de 2006

Fecha de Inicio:

Fecha de Terminación:

Lugar de Firma:

Unidad Encargada:

Persona Encargada:

Original:

Claves:

Cierre del proceso:

MEMORANDUM OF UNDERSTANDING

STRATEGIC ALLIANCE BETWEEN THE INTER-AMERICAN INSTITUTE FOR COOPERATION ON AGRICULTURE (IICA) AND THE PAN AMERICAN HEALTH ORGANIZATION (PAHO) FOR THE PROMOTION OF HEALTH AND PROSPERITY IN THE RURAL COMMUNITIES OF THE AMERICAS

The Pan American Health Organization (hereinafter PAHO), represented by its Director, Mirta Roses Periago, and the Inter-American Institute for Cooperation on Agriculture (hereinafter IICA), represented by its Director General, Chelston W.D. Brathwaite, (hereinafter the Parties) hereby subscribe the present Memorandum of Understanding, Strategic Alliance for the Promotion of Health and Prosperity in the Rural Communities of the Americas, subject to the following recitals and clauses:

WHEREAS

PAHO is the international public health agency which has been working to improve the health and living conditions of the peoples of the Americas for 100 years; is recognized internationally as a member of the United Nations system; it serves as the Regional Office for the Americas of the World Health Organization and, within the inter-American system, is the agency specialized in health;

PAHO's mission is to lead strategic collaborative efforts among Member States and other partners to promote equity in health, to combat disease, and to improve the quality and lengthen the lives of the peoples of the Americas;

IICA is the specialized agency for agriculture of the inter-American system, and its mission is to support its Member States in their pursuit of progress and prosperity through the modernization of the rural sector, the promotion of food safety and agricultural health, and the development of an agricultural sector that is competitive, technologically prepared, environmentally managed, and socially equitable for the peoples of the Americas;

IICA and PAHO are agencies of the inter-American system and, as such, have collaborated for many years on different activities related to public health, animal health and food safety; both play critical and complementary roles in the areas of health and agricultural development that extend beyond those traditional fields of collaboration, and are essential for prosperity in rural communities; and both organizations have a network of offices in their Member States that facilitate joint actions in these areas;

PAHO and IICA signed a General Cooperation Agreement of unlimited duration in 1983 whose objectives include to contribute to increasing and making better

use of food production, and improving health and rural life in the Member States of both organizations; and to establish a framework and legal basis for future agreements arising from shared concerns;

In 2002, a four year Memorandum of Understanding between PAHO and IICA was signed to further formalize and give structure to the strategic alliance between the two organizations. The objective was to work together on specific tasks towards the promotion of health and prosperity in the rural communities of the Americas. This Memorandum of Understanding expired June 2nd, 2006.

At the political level, the two organizations serve as the secretariats of their respective ministerial meetings on health and agriculture, and, as defined by the Heads of State and Government of the Americas at the their last Summit, are the mechanisms responsible for coordinating the implementation of the Plan of Action of the Summits. In the case of PAHO, this refers to the meeting of the PAHO Directing Council, the Pan American Sanitary Conference and the Inter-American Meeting, at the Ministerial Level, on Health and Agriculture (RIMSA); in the case of IICA, it refers to the new dimension of the Inter-American Board of Agriculture (IABA), as the Ministerial Meeting on Agriculture and Rural Life;

The Parties therefore wish to renew the Memorandum of Understanding as amended so that they may continue to work closely and systematically together on matters related to health and agriculture;

IT IS AGREED

CLAUSE ONE: Objective

To strengthen technical cooperation between IICA and PAHO for the purpose of helping the countries of the Americas to achieve health and prosperity in their rural communities, through the efforts of the Ministries of Agriculture and Health of the Member States of IICA and PAHO, and with the active participation of rural communities.

CLAUSE TWO: Areas of Cooperation

The Parties, by mutual consent, and within the sixty days following the signing of the Memorandum of Understanding, will begin execution of the ***Plan of Action***, which will be part of the present instrument and will define cooperation actions in the following areas:

- ***Animal Health, Public Health, Zoonoses and Food Safety***

This refers to collaboration between IICA and PAHO to exchange information, ideas and experiences in the respective areas of specialization. It also refers to the execution of a number of technical cooperation actions in these areas whose results will promote modernization and have a favorable impacts on the agricultural sector, nutrition and public health in rural communities and, consequently, on national economies.

- ***Coordination and Facilitation of Horizontal Technical Cooperation***

This includes the exchange of information and experiences and the participation of both organizations in preparatory activities in ministerial meetings on health and agriculture and rural life, as well as the exchange of information on progress in, and possible joint actions for, complying with the mandates of the Summits (Plan Agro 2015), including efforts to increase the participation of civil society and the private sector.

- ***Mechanisms for Planning, Programming, Monitoring and Evaluation, and Performance Management***

This involves the exchange of experiences and improving our inter-organization communication of information useful in applying the IICA/PAHO modernization instrument, the Performance, Vision and Strategy (PVS) tool, and other support instruments for managing organizational performance.

CLAUSE THREE: Shared Responsibilities

Each Party will appoint a general technical coordinator, and assign personnel to each of the areas or components of the Plan of Action, who shall:

- Keep one another informed of developments and activities of mutual interest, and of their participation in said activities;
- Mobilize resources in order to resolve technical gaps between counties;
- Review and evaluate Annual Plans and the results used as a bases for the next Annual Plan;
- Consider the agricultural agreements accepted at RIMSA by the Ministers of Agriculture and Health.

- Cooperate in creating means of joint communication, such as the publication of documents, posters and any audiovisual materials they consider necessary, with the view to increasing access to information and the public's knowledge of matters related to health and agriculture;
- Formulate and disseminate strategies, guidelines and methods on topics related to agriculture and public health, and of mutual interest;
- Conduct an annual joint evaluation of the implementation of the present Memorandum of Understanding, in the places and on the dates established by mutual agreement.

CLAUSE FOUR: Funding

- The Parties shall consult each other and reach agreement on how the joint activities to be carried out will be financed, taking into consideration the rules and regulations observed by each in securing resources for projects. The execution of projects shall be governed by Specific Agreements, which shall set forth in each case the objectives; means of action; modes of participation; obligations of each Party; contributions (technical, financial, human resources, and others); budgets, including pertinent costs of technical supervision and institutional support, and indirect administrative and technical costs; and other factors necessary to guarantee satisfactory fulfillment of the agreements.
- The Specific Agreements may include the participation of one or more other multilateral or bilateral technical cooperation and financial assistance organizations, or governments of interested countries, or private organizations whose aims are compatible with those of the Parties.

CLAUSE FIVE: Intellectual Property Rights and Reciprocity

The results of joint research conducted as a result of collaboration between the Parties under the present Memorandum of Understanding shall be published jointly. The Parties agree to consult each other in writing regarding the publication of results, and to give proper recognition to the contributions of the other organization.

CLAUSE SIX: Force Majeure

Neither of the Parties shall be held responsible should it not be possible to fulfill all or part of the commitments assumed under the present Memorandum of

Understanding due to force majeure, such as wars, natural disasters, civil or labor unrest, or any other cause beyond their control.

CLAUSE SEVEN: Coordination

Each Party will assign personnel, with their position clearly defined prior to implementation of any activities, who will serve as point of contact and coordinator for all activities that correspond to the Memorandum of Understanding. Designated personnel shall continue to answer exclusively to the Party that assigns them. The Parties release each other from any responsibility that might arise regarding this matter.

CLAUSE EIGHT: Auditing

Each Party shall administer resources under the present Memorandum of Understanding, or any Specific Agreements eventually signed, in accordance with its rules and regulations. The Parties shall exchange copies of the audit reports upon request.

CLAUSE NINE: Privileges and Immunities

Nothing in or related to this Memorandum of Understanding shall be deemed to constitute any waiver, express or implied, of the immunities, privileges, exemptions and facilities enjoyed by PAHO and IICA under international law, international conventions or agreements, or the domestic legislation and laws of its Member States.

CLAUSE TEN: Resolution of Disputes

Any disagreement that may arise as to the interpretation or application of the present Memorandum of Understanding, or any dispute deriving from same shall be resolved by the Parties in a friendly manner and the resolution added as an Addendum to this agreement. If a resolution is not possible, it shall be submitted unconditionally and irrevocably to an Arbitration Tribunal comprised as follows: two of the arbitrators shall be designated by each of the Parties separately and a third shall be appointed jointly by the Parties. It is understood that the Arbitration Tribunal shall decide all matters of procedure and applicable law in those cases in which the Parties are not in agreement. The decision of the Arbitration Tribunal shall be final.

CLAUSE ELEVEN: Duration, Renewal and Amendments

The present Memorandum of Understanding shall go into effect on the date it is signed by the Parties and shall remain in effect for a period of four years, unless either Party gives six months written notice of its desire to terminate it.

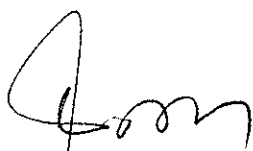
The terms of the present Memorandum of Understanding may be amended by mutual consent of the Parties; such amendments shall be appended hereto.

The present Memorandum of Understanding may be renewed for a similar period of time pending a joint analysis and agreement for its renewal by both Parties three months prior to its expiration. Any renewal should be made in the form of an Addendum that would form part of the principle Memorandum of Understanding and which would include any observations of the joint analysis undertaken to allow for the renewal of the Memorandum of Understanding.

CLAUSE TWELVE: Others

The authentic version of this Memorandum of Understanding is the English version. In the event of any inconsistency with the Spanish translation, the English text will prevail.

IN WITNESS WHEREOF, the legally authorized representatives of the Parties sign two identical copies in the English language, equally binding, of the present Memorandum of Understanding, in Washington, DC, on the 19th day of the month of September of two thousand six.

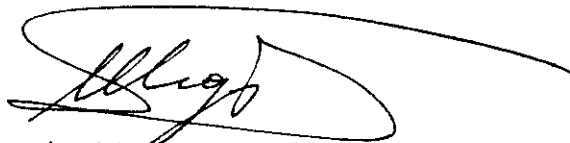


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As Honor Witness,



José Miguel Insulza
Secretary-General
Organization of American States