

Acuerdos Bilaterales

Clasificación: 84-2005

Fecha de Ingreso: 26 de Octubre de 2005

Nombre de Acuerdo: Memorandum of Understanding ("MoU") between 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") and the National Strategy Information Center ("NSIC") regarding the development of culture of lawfulness programs in Organization of American States' Member States

Materia:

Partes: SG/OEA & National Strategy Information Center

Referencia: NSIC

Fecha de Firma: 23 de junio de 2005

Fecha de Inicio:

Fecha de Terminación:

Lugar de Firma:

Unidad Encargada:

Persona Encargada:

Original:

Claves:

Cierre del proceso:

MEMORANDUM OF UNDERSTANDING ("MoU")

between

**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")**

and

THE NATIONAL STRATEGY INFORMATION CENTER ("NSIC")

regarding

**THE DEVELOPMENT OF CULTURE OF LAWFULNESS PROGRAMS IN
ORGANIZATION OF AMERICAN STATES' MEMBER STATES**

MEMORANDUM OF UNDERSTANDING ("MoU") BETWEEN 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") AND THE NATIONAL STRATEGY INFORMATION CENTER ("NSIC") REGARDING THE DEVELOPMENT OF CULTURE OF LAWFULNESS PROGRAMS IN ORGANIZATION OF AMERICAN STATES' MEMBER STATES

The Parties, the General Secretariat of the Organization of American States ("GS/OAS"), a public international organization with headquarters located at 1889 F Street, NW, Washington, D.C., through the Executive Secretariat of the Inter-American Drug Abuse Control Commission ("ES/CICAD"), and the National Strategy Information Center ("NSIC"), a nongovernmental educational corporation with headquarters located at 1730 Rhode Island Ave. N.W., Washington D.C.

WHEREAS:

1. The development of a culture of lawfulness program to foster and deepen societal support for the rule of law was approved by the Inter-American Drug Abuse Control Commission ("CICAD"), an entity of the Organization of American States ("OAS"), at CICAD's thirty-sixth regular session in December, 2004;
2. The National Strategy Information Center ("NSIC") has experience in measures to promote a culture of lawfulness as a means of fostering and deepening societal support for the rule of law;
3. CICAD works with OAS member governments and corresponding ministries and other agencies that support school-based anti-drug and other programs that promote support for the rule of law and that are already active in the region;
4. Both CICAD and NSIC seek to assist interested OAS Member States to implement culture of lawfulness ("COL") programs through the development of such programs in schools for youth and school populations in interested OAS Member States; and
5. Article 112(h) of the OAS Charter, Resolution AG/RES. 57 (I-0/71) of April 23, 1971, of the OAS General Assembly, and Article 3(h) of the General Standards to Govern the Operations of the General Secretariat of the Organization, define GS/OAS's authority to enter into suitable arrangements with other organizations and entities that pursue goals related to those of the Organization;

THEREFORE, AGREE AS FOLLOWS:

ARTICLE I: SCOPE AND OBJECTIVES

1. This Memorandum of Understanding ("MoU") sets forth the terms and procedures for cooperation between the GS/OAS through ES/CICAD and NSIC to work in cooperation in interested OAS Member States on a pilot basis to develop, evaluate and institutionalize school-based culture of lawfulness programs in those Member States. Moreover, this MoU proposes to identify

opportunities to introduce and institutionalize complementary culture of lawfulness initiatives in other key sectors of society such as the police, mass media and centers of moral authority and to foster a capacity within ES/CICAD to develop further school-based culture of lawfulness programs.

ARTICLE II: THE PARTIES' COMMITMENTS

1. NSIC, in cooperation with ES/CICAD, undertakes to develop a school-based COL program for implementation on a pilot basis in selected hemispheric countries in five (5) phases over the next three (3) years. In each phase, the Parties will work in partnership with participating OAS Member States' Ministries of Education, independent school associations, drug prevention councils, and other relevant governmental and nongovernmental leaders to achieve the following commitments:
 - Phase I: (a) Reach a formal agreement with the appropriate authorities to institute a COL program – including setting out the goals and responsibilities of each of the partners to the COL program -- and developing a detailed calendar for implementing the program;
 - Phase II: (a) Develop a COL curriculum tailored to the particular crime, corruption, drug trafficking, substance abuse, and/or gang challenges in the country;
 (b) Secure the cooperation of school directors, other Ministry of Education officials, and independent school associations;
 (c) Prepare an initial group of teachers to deliver the COL course and collaborate with the country's education system to revise the curriculum, as required, based on the pilot teachers' experience with the course;
 - Phase III: (a) Conduct a process evaluation to ensure quality education;
 - Phase IV: (a) Assist the country's education system to create a detailed plan to expand the course to reach students throughout the country in their early adolescence (13-15 years of age) ;
 (b) Develop "teacher trainers" and dedicated administrative coordinators responsible for preparing their colleagues throughout the country to teach COL courses and secure the cooperation of school directors and other educational officials; and,
 - Phase V: (a) Evaluate the implementation of the plan.
2. NSIC and ES/CICAD undertake to initially select two OAS Member States in which to carry out COL school-based programs on a pilot basis, based on the agreement by those Member States to participate.
3. ES/CICAD will establish from among its personnel, an ES/CICAD COL working group and coordinator to work with NSIC to support and develop COL programs in schools and other key society sectors.

4. NSIC will identify opportunities to the ES/CICAD COL working group for promoting COL programs involving other key sectors of society (e.g., law enforcement, mass media, and/or centers of moral authority).
5. NSIC will provide the ES/CICAD COL working group with information, instruction and training on how to develop and implement COL programs so that in future years, CICAD can initiate COL projects in other interested OAS Member States in the hemisphere.
6. Recognizing that to successfully complete this project a minimum of three years funding will be required, ES/CICAD has available and will provide up to US\$300,000 to support ES/CICAD and NSIC's first year of work in the two Member States referred to in paragraph 2 of this Article II who have agreed to participate in the pilot program.
7. ES/CICAD will use its best efforts to acquire funds to provide a similar level of support to that identified in paragraph 6 of this Article II for the second and third year of the project and, provided additional funds are made available for this purpose, will seek to expand the project to other interested OAS Member States, acknowledging NSIC's experience that past COL projects suggest a yearly cost of up to US\$150,000 per country involved in the program.

ARTICLE III: FUNDING AND ADDITIONAL ACTIVITIES

1. This MoU sets out a framework for cooperation by the Parties and does not obligate funds other than those specified in Article II (6) above.

With respect to the disbursement of those funds ES/CICAD will make available to NSIC up to US\$150,000 for each COL program in each Member State selected on a pilot basis in accordance with Article II (2), consisting of,

- (a) An initial disbursement of up to US\$ 37,500 for site visits and assessment activities towards the completion of an agreement to carry out a COL program in the Member State, and
- (b) Three subsequent disbursements totaling US\$ 131,250, as indicated below, after an agreement has been concluded with the Member State to proceed with a COL program, and NSIC develops, and ES/CICAD has approved, a proposed itemized Program Budget that describes the activities to be carried out in relation to the COL program and that outlines the corresponding costs, such as travel, materials, training sessions, and overhead expenses.
 - (i) US\$ 44,000 immediately following approval of the Program Budget;
 - (ii) US\$ 44,000 six months after Program Budget approval and upon ES/CICAD approval of the reports to be submitted by NSIC referred to in Article V (1);

- (iii) US\$ 43,250 twelve months after Program Budget approval and upon ES/CICAD approval of the reports to be submitted by NSIC referred to in Article V (1).

Should either Party consider it necessary to adjust the Itemized Program Budget or the disbursement schedule during the course of project activities, it will contact the other Party, and significant changes will only be made once discussed and agreed to by both Parties.

2. The representatives of the Parties will determine and define further activities, costs, and funding for other school-based COL projects in other OAS Member States, in such separate country-level agreements, work plans and other agreements as they may conclude with one another and with those Member States. All such agreements between the Parties are subject to the requirements set forth in paragraph 3 of this Article III.
3. Once it is jointly decided by the Parties to implement a project or activity, and the necessary funding and authorizations have been obtained, the Parties shall enter into project-specific or activity-specific agreements with local authorities to support activities in each participating member state, setting out the terms and conditions governing each such project and activity.
4. Nothing in this MoU shall limit the authority of the governing bodies of either Party to adopt, modify or amend the Program Budget in accordance with its financial realities and other priorities.

ARTICLE IV: DURATION

1. Subject to the availability of funds, this MoU will be in force for a minimum of three (3) years from the date of signing by the authorized representatives of the Parties in order to allow the school-based COL program in the selected pilot countries to become fully institutionalized. It may be extended upon written agreement of the duly authorized representatives of both Parties.

ARTICLE V: REPORTING

1. NSIC will provide ES/CICAD with a written Programmatic and Financial Report on the progress and status of school-based COL programs in each of the participating pilot countries every six months throughout the duration of this MoU.
2. In addition, throughout this period the Parties will maintain ongoing communication and information exchange, and will provide routine reports and updates on the progress of project activities.

ARTICLE VI: DISPUTE RESOLUTION

1. Any dispute between the Parties resulting from the interpretation or application of this MoU which cannot be settled amicably shall be resolved through arbitration pursuant to the Arbitration Rules of the United Nations Commission on International Trade Law (UNCITRAL) currently in effect. The place of arbitration shall be in Washington, D.C., and the law applicable to the arbitration

4. NSIC will identify opportunities to the ES/CICAD COL working group for promoting COL programs involving other key sectors of society (e.g., law enforcement, mass media, and/or centers of moral authority).
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proceedings shall be the law of the District of Columbia, USA, and the language of the arbitration shall be English. The court of arbitration that is set up in accordance with those rules shall decide by friendly mediation or *ex aequo et bono* and its decision shall be final and binding.

- 2. Dispute resolution mechanisms shall also be provided in the specific plans or agreements between the Parties referred to in Article III. (3), above.

ARTICLE VII: PRIVILEGES AND IMMUNITIES

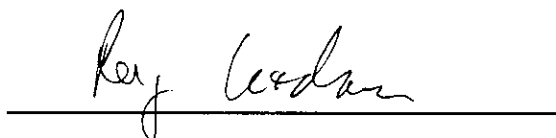
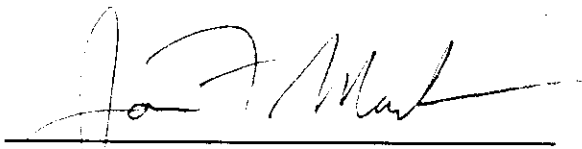
- 1. Nothing stated or implied in this MoU constitutes an express or implied waiver of privileges and immunities of the OAS, the GS/OAS or their personnel under the laws of the United States of America or under international law.
- 2. The law applicable to this MoU is the law of the District of Columbia, USA.

ARTICLE VIII: AMENDMENTS - COMING INTO EFFECT - TERMINATION

- 1. This MoU may be amended by mutual consent of the duly authorized representatives of the Parties expressed in writing, and attached hereto.
- 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. This MoU has been signed by the authorized representatives of the Parties in duplicate, in Washington, DC, on the 23 of June, 2005

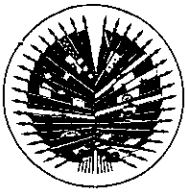
**For the General Secretariat of the
Organization of American States**

**For the National Strategy
Information Center**



**James Mack
Executive Secretary
Inter-American Drug Abuse
Control Commission**

**Roy Godson
President
National Strategy Information Center**



Organización de los Estados Americanos
Organização dos Estados Americanos
Organization des États Américains
Organization of American States

17th and Constitution Ave., N.W. • Washington, D.C. 20006

DELEGATION OF AUTHORITY FOR SIGNATURE OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE NATIONAL STRATEGY INFORMATION CENTER AND THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES, THROUGH THE INTER-AMERICAN DRUG ABUSE CONTROL COMMISSION (CICAD), FOR DEVELOPMENT OF "CULTURE OF LAWFULNESS" PROGRAMS, INCLUDING SUBSTANCE ABUSE PREVENTION ACTIVITIES, IN OAS MEMBER STATES

I, José Miguel Insulza, Secretary General of the Organization of American States (OAS), hereby delegate to James F. Mack, Executive Secretary of the Inter-American Drug Abuse Control Commission, authority to sign on behalf of the General Secretariat of the OAS, the above-noted Memorandum of Understanding with the National Strategy Information Center.

This delegation of authority expires on July 15, 2005.

A handwritten signature in black ink, appearing to read "J. Insulza", written over a horizontal line.

José Miguel Insulza
Secretary General
Organization of American States

A handwritten date in black ink, "June 23, 2005", written over a horizontal line.

Date