

**ACUERDOS BILATERALES/ BILATERAL AGREEMENT/
ACORDOS BILATERAIS/ACCORDS BILATERAUX**

Clasificación:
Classification: 31-2022.
Classifacation:
Classificação:

Fecha de Ingreso:
Entry Date: May 31, 2022.
Date d'entrée:
Data de Admissão:

Nombre del Acuerdo:
Name of the agreement: Memorandum of understanding and technical assistance between the
General Secretariat of the Organization of American States and the
Canadian Association of Drug Courts Professionals

Nom de l'accord:

Nom de l'accord:

Nome do Acordo:

Materia:
Subject: Coordinates efforts to promote drug treatment in the Americas and
other regional areas of mutual interest.

Materia:

Partes:
Parties involved: GS/ Canadian Association of Drug Courts Professionals
Parties:
Partes:

Referencia:
Reference: Canadian Association of Drug Courts Professionals
Référence:
Referência:

Fecha de Firma: February 23, 2012
Signature Date:
Date de la signature:
Data de Assinatura:

Fecha de Inicio:
Start Date:
Date du commencement:
Data de Início:

Fecha de Terminación:
End Date:
Date de résiliation :
Data de Rescisão :

Lugar de Firma:
Place of Signature: Washington, D.C.
Lieu de la signature:
Lugar de assinatura:

Unidad Encargada:
Unit in Charge: Executive Secretariat of CICAD
Unité responsable:
Unidade Encarregada:

Persona Encargada:
Person in Charge:
Personne responsable:
Pessoa Encarregada:

Cierre del proceso:
Closure of proceedings:
Clôture des procédures:
Fechamento do processo:

Notas adicionales/Additional notes/Notes supplémentaires/Notas adicionais:

**MEMORANDUM OF UNDERSTANDING 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) OF THE
SECRETARIAT FOR MULTIDIMENSIONAL SECURITY, AND THE
CANADIAN ASSOCIATION OF DRUG TREATMENT COURT
PROFESSIONALS (CADTCP).**

**FOR COORDINATING JOINT EFFORTS TO PROMOTE DRUG TREATMENT
COURTS AND OTHER ALTERNATIVES TO INCARCERATION FOR DRUG-
DEPENDENT OFFENDERS IN THE AMERICAS**

**MEMORANDUM OF UNDERSTANDING 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) OF THE
SECRETARIAT FOR MULTIDIMENSIONAL SECURITY, AND THE
CANADIAN ASSOCIATION OF DRUG TREATMENT COURT
PROFESSIONALS (CADTCP).**

**FOR COORDINATING JOINT EFFORTS TO PROMOTE DRUG TREATMENT
COURTS AND OTHER ALTERNATIVES TO INCARCERATION FOR DRUG-
DEPENDENT OFFENDERS IN THE AMERICAS**

ARTICLE 1

BACKGROUND

The Parties to this Memorandum of Understanding ("MOU") are 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") of the Secretariat for Multidimensional Security, a public international organization headquartered in Washington, D.C., U.S.A., and the Canadian Association of Drug Treatment Court Professionals ("CADTCP"), a private non-profit corporation organized under the laws of Canada and headquartered in Edmonton, Alberta, Canada.

The Parties to this MOU hereby affirm their mutual interest in cooperating to promote Drug Treatment Courts in the Americas.

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 A/G RES. 57 (I-O/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.

CADTCP, through its Chairman, The Honourable Mr. Justice Kofi Barnes, is authorized to enter into this MOU in Accordance with CADTCP Bylaws, Article 10.1.

ARTICLE 2 PURPOSE

The purpose of this MOU is to enable CICAD and CADTCP to coordinate their efforts to promote Drug Treatment Courts in the Americas, and other regional areas of mutual interest, including advocacy of drug treatment courts as an alternative to incarceration for drug-dependent offenders.

ARTICLE 3 FORMS OF COOPERATION AND SPECIFIC ACTIVITIES

- 3.1 The Parties to this MOU agree to keep each other informed of any relevant issues in the field of drug treatment courts in which either party may be involved, and other matters of common interest for the purpose of achieving their respective objectives, implementing their mandates and coordinating their activities.
- 3.2 The Parties to this MOU 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 the CADTCP shall cooperate with 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.
- 3.3 The 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. For the implementation of concrete projects and activities, a separate document specifying actions and commitments will be drafted for approval by the parties. It will also include a list of the expected outputs of each project/activity and set out the outcomes, to be evaluated in the longer term as the DTC pilot projects progress. Where applicable a detailed budget will be provided at the end of the document, in which a breakdown of costs, resources and services in kind will be detailed where necessary, so appropriate financial and human resources could be provided. This cooperation would include, but it is not limited to three main areas:

(1) training (judges, prosecutors, defense attorneys, probation officers, drug treatment specialists, social workers and other relevant court personnel);

- (2) facilitate opportunities for the exchange of DTC professionals (visiting DTCs in Canada);
- (3) provide technical assistance as needed by OAS member states;
- (4) promote policy awareness for the promotion of DTCs in the Americas.

In that context, CADTCP and ES/CICAD will seek to carry out the following types of activities, subject to the availability of funds:

- 3.3.1 Facilitate capacity-building opportunities in the area of DTC for professionals of the area (judges, prosecutors, defense attorneys, probation officers, drug treatment specialists and social workers, among others);
- 3.3.2 Generate exchange of good practices and DTC professionals in the area of drug courts, together with other international organizations, as well as through the participation of associations of drug treatment courts (IADTC amongst them);
- 3.3.3 Support pilot projects in areas such as training, evaluation, information systems and monitoring of clients, and advocacy for those countries interested in developing drug courts;
- 3.3.4 Promote the adoption of policies and regulatory changes need for the establishment of drug treatment courts;
- 3.3.5 Help OAS member states to develop record-keeping systems and evaluation mechanisms that would allow incipient drug courts to demonstrate results and successes, and
- 3.3.6 Prepare joint publications of international good practices in this field.

ARTICLE 4

COORDINATION AND IMPLEMENTATION OF PROJECTS

- 4.1 The Parties to this MOU agree to designate a member of their staff 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.
- 4.2 In accordance with their own regulations, the Parties may 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.

- 4.3 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 contact points referred respectively to in the first paragraph of this Article IV. Where necessary, decisions shall be referred to the Executive Secretary of CICAD and the CADTCP.
- 4.4 Cooperation between the Parties at the strategic level shall take into account each of their annual or multi-annual work programs.

ARTICLE 5 PARTICIPATION

- 5.1 This MOU sets out a framework for cooperation by the Parties and does not obligate funds. The Parties to this MOU 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.
- 5.2 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.
- 5.3 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 6 RESPONSIBLE OFFICERS

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

For GS/OAS:

Ambassador Paul E. Simons
Executive Secretary, CICAD
General Secretariat of the
Organization of American States
1889 F Street, N.W.
Washington, D.C. 20006

Phone: (202) 458-3178
Fax: (202) 458-3658
psimons@oas.org

For CADTCP:

Justice Kofi Barnes

Chairman

Canadian Association of Drug Treatment Court Professionals
CADTCP

Canadian Association of Drug Treatment Court Professionals

101, 10010 – 105 Street, Edmonton, AB, Canada T5J 1C4

Phone: (416) 314-6100

Fax: (416) 314-3813

Kofi.Barnes@oci-cjo.ca

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

ARTICLE 7

DISPUTE RESOLUTION

7.1 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. Such disputes as may arise in the application or interpretation of this MOU may be settled through direct negotiation between the Parties. If a solution satisfactory to the Parties cannot be reached, the Parties shall submit their dispute to 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 Washington, D.C., United States of America, (hereinafter "USA"), and the law applicable to the arbitration 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.

7.2 Nothing in this MOU shall be construed to be a waiver of any of the privileges and immunities enjoyed by either Party

**ARTICLE 8
AMENDMENT**

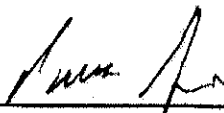
- 8.1 Amendments to this MOU shall be made by mutual consent of the Parties, by the issuance of a written amendment, which shall be signed and dated by their authorized representatives before the modifications may be implemented.

**ARTICLE 9
PERIOD OF EFFECT AND TERMINATION**

- 9.1 This MOU becomes effective on the day of the last signature shown below, and may be terminated by mutual consent or by either Party giving three months' written notice of termination to the other Party. Unless otherwise agreed by the Parties, the duration of this MOU shall be for one year. This MOU could automatically renewed by mutual consent, which shall be in writing.
- 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 understanding 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 (GS/OAS): For the Canadian Association of Drug Treatment Court Professionals (CADTCP)



Ambassador Paul Simons
Executive Secretary
Inter-American Drug Abuse Control
Commission (CICAD)



Justice Kofi Barnes
Chairman

Place and Date: Feb 23, 2012

Place and Date: Feb 23, 2012

