

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

Clasificación:  
Classification: 34-2022.  
Classifacation:  
Classificação:

Fecha de Ingreso:  
Entry Date: June 30, 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 International Consortium of Universities for Drug Demand Reduction, to foster coordinated activities of training, research and international cooperation among universities in the western hemisphere for drug demand reduction.

Nom de l'accord:

Nom de l'accord:

Nome do Acordo:

Materia:  
Subject: Establish a framework for cooperation and technical assistance between the Parties for activities related to training, research and international cooperation among universities in the western hemisphere for drug demand reduction, which includes the dissemination of evidence-based practices in prevention and treatment of substance use disorders.

Materia:

Partes:  
Parties involved: GS/ International Consortium of Universities for Drug Demand Reduction  
Parties:  
Partes:

Referencia:  
Reference: International Consortium of Universities for Drug Demand Reduction

Référence:  
Referência:

Fecha de Firma: May 14, 2019  
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: Tampa Bay, Florida and 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:



# OAS

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**MEMORANDUM OF UNDERSTANDING AND TECHNICAL ASSISTANCE BETWEEN THE  
GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES, THROUGH  
THE EXECUTIVE SECRETARIAT OF THE INTER-AMERICAN DRUG ABUSE CONTROL  
COMMISSION OF THE SECRETARIAT FOR MULTIDIMENSIONAL SECURITY, AND THE  
INTERNATIONAL CONSORTIUM OF UNIVERSITIES FOR DRUG DEMAND REDUCTION,  
TO FOSTER COORDINATED ACTIVITIES OF TRAINING, RESEARCH AND  
INTERNATIONAL COOPERATION AMONG UNIVERSITIES IN THE WESTERN  
HEMISPHERE FOR DRUG DEMAND REDUCTION**

**MEMORANDUM OF UNDERSTANDING AND TECHNICAL ASSISTANCE BETWEEN THE  
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THE EXECUTIVE SECRETARIAT OF THE INTER-AMERICAN DRUG ABUSE CONTROL  
COMMISSION OF THE SECRETARIAT FOR MULTIDIMENSIONAL SECURITY, AND THE  
INTERNATIONAL CONSORTIUM OF UNIVERSITIES FOR DRUG DEMAND REDUCTION,  
TO FOSTER COORDINATED ACTIVITIES OF TRAINING, RESEARCH AND  
INTERNATIONAL COOPERATION AMONG UNIVERSITIES IN THE WESTERN  
HEMISPHERE FOR DRUG DEMAND REDUCTION**

The Parties, the General Secretariat of the Organization of American States (hereinafter "GS/OAS"), a public international organization headquartered at 1889 F Street NW, Washington, D.C. 20006, United States of America, represented by its Secretary General Luis Almagro, and the International Consortium of Universities for Drug Demand Reduction (hereinafter "ICUDDR"), a non-for-profit corporation headquartered at 9419 Hunters Pond Dr, Tampa FL 33647, United States of America, represented by its Executive Director, Dr. Kimberly Johnson,

**WHEREAS:**

The GS/OAS is the central and permanent organ of the Organization of American States (hereinafter "OAS") and has the power to establish and foster cooperative relations in accordance with Article 112 (h) of the OAS Charter and General Assembly resolution AG/RES. 57 (I-O/71);

The Inter-American Drug Abuse Control Commission (hereinafter "CICAD") is an entity of the OAS established by the General Assembly of the Organization, which in accordance with its Statute, "performs its functions under the Inter-American Program of Action of Rio de Janeiro against the Illicit Use and Production of Narcotic Drugs and Psychotropic Substances and Traffic Therein (hereinafter "The Program of Action of Rio de Janeiro"), the mandates of the General Assembly, and the decisions taken by the Commission";

CICAD, through its Executive Secretariat (hereinafter "ES/CICAD"), supports member states by, *inter alia*, strengthening their human and institutional capacities to reduce trafficking and production and use of illicit drugs, and to address the health, social, and criminal consequences of the drug problem;

ES/CICAD, through the Demand Reduction Unit (hereinafter "DRU"), and in accordance with its Hemispheric Plan of Action on Drugs 2016-2020, contemplates as one of its priority actions the creation and/or strengthening of dissemination and access mechanisms for drug use related information and evidence and, on the prevention, treatment, rehabilitation and social integration services, for the general public and different target populations, with the participation of universities and research centers;

ICUDDR is a global consortium of universities incorporated in the United States of America in March 2018, that offer academic study programs focusing on science-based education in the prevention and treatment of substance use disorders;

ICUDDR envision worldwide training and transformation of the addictions prevention and treatment workforces by harnessing the power of university networks applying cutting-edge addiction science;

ICUDDR intends to help organize a worldwide network of universities to implement academic programs in addiction studies, and to support applied research, outreach and advocacy, and dissemination of evidence-based practices in prevention and treatment of substance use disorders;

**HEREBY AGREE** to the following terms of this Memorandum of Understanding (hereinafter "the Memorandum"):

#### **Article I. Purpose**

1.1 The purpose of this Memorandum is to establish a framework for cooperation and technical assistance between the Parties for activities related to training, research and international cooperation among universities in the western hemisphere for drug demand reduction, which includes the dissemination of evidence-based practices in prevention and treatment of substance use disorders.

#### **Article II. General terms of cooperation and technical assistance**

2.1 The Parties shall take the actions necessary to fulfill the purpose established in Article I, taking into account the terms in which this Memorandum is written and within the framework of their powers and attributes, in accordance with the applicable legislation and the privileges and immunities of the OAS and its organs, as indicated in Article IX of this Memorandum.

2.2 Any supplementary agreements, memoranda of understanding, or other instruments signed pursuant to this Memorandum shall be governed by the terms of this Memorandum, unless the Parties expressly provide otherwise in those instruments.

2.3 Consultation and exchange of information and documents under this Memorandum shall be without prejudice to the availability of financial resources, internal regulations, and confidentiality restrictions of the Parties.

### **Article III. Commitments of ICUDDR**

3.1 ICUDDR will recognize CICAD as the Regional Coordinating Center on drug demand reduction activities, for universities and other educational service providers in Latin America and the Caribbean Member States of the OAS. The overall goal of this Regional Coordinating Center is to facilitate the collaboration and communication among universities and other educational service providers in the region with CICAD and ICUDDR, for the development of coordinated activities in the field of drug demand reduction.

3.2 ICUDDR will promote CICAD's activities under this Memorandum through newsletters, brochures, online marketing, and presentations at international conferences and meetings.

3.3 ICUDDR will work with CICAD and other partners, including the Bureau of International Narcotics and Law Enforcement Affairs (hereinafter "INL") of the United States Department of State, government entities and non-governmental organizations, to secure funding for cooperation activities, including a regional meeting for universities and other educational service providers to be held once a year, to improve collaboration, coordination and development of research and education programs on drug demand reduction in the region.

3.4 ICUDDR will provide full access to the Universal Prevention Curriculum (UPC) and the Universal Treatment Curriculum (UTC) training materials, including editable In-Design files to update materials on a regular basis.

3.5 ICUDDR will provide support for regional electronic communication, including a regional webpage, access to a regional web based video conferencing system, and regional mentoring and group discussions via online discussion groups.

### **Article IV. Commitments of GS/OAS**

4.1 The GS/OAS shall facilitate the collaboration and communication among universities and other educational service providers in the region with CICAD and ICUDDR, for the development of coordinated activities in the field of drug demand reduction.

4.2 The strategies that will be adopted in order to accomplish this goal include:

- a) Signature of bilateral memoranda of understanding, letters of agreements and other cooperation instruments between the GS/OAS, acting through the ES/CICAD, universities, and other educational service providers, for the development of coordinated activities, projects and programs in the field of drug demand reduction.

- b) In coordination with ICUDDR, promote and facilitate regional meetings with universities and other educational service providers, to improve collaboration, coordination and development of demand reduction research and education programs in the region.
- c) Act as the focal point for the communication between ICUDDR, the universities, and other educational service providers in the region.

4.3 The DRU will provide cooperation and technical assistance to ICUDDR by means of telephone consultations, electronic mail or other available means of communication. No cooperation or technical assistance provided by the DRU shall involve the expenditure of funds; this assistance shall be limited to activities related to this Memorandum.

4.4 By mutual agreement between the GS/OAS, acting through ES/CICAD, and ICUDDR, and subject to the availability of resources, representatives of the DRU will attend meetings organized by ICUDDR and other meetings related to the purpose of this Memorandum, in coordination with ICUDDR.

4.5 The DRU will provide collaboration to ICUDDR to increase its membership, providing orientation and information about the benefits of this membership to universities and other educational service providers in the OAS member states.

4.6 The DRU will provide collaboration to ICUDDR for the coordinated implementation of training programs based on the Universal Prevention Curriculum and the Universal Treatment Curriculum through the universities, to assist the OAS member states in their efforts to prevent and treat substance use disorders.

#### **Article V. Budget, administration of financial resources, specific agreements**

5.1 The Parties may enter into specific agreements or other supplementary documents under this Memorandum, in order to implement projects or activities that require the transfer of resources among them or from cooperating partners. These documents shall establish the undertakings of each Party, the execution period, a detailed budget, sources of financing, form of payment, arbitration clause, evaluation methods, and a provision recognizing this Memorandum as the legal and programmatic framework of those projects and activities.

5.2 Funds received by each Party as referred to in Article 5.1 shall be deposited and executed in accordance with the normal rules and procedures of each institution and, where appropriate, with the specific terms agreed with each donor.

5.3 Without prejudice to the provisions of specific agreements or supplementary documents entered into under this Memorandum for the joint implementation of

programs, projects and/or activities, **this Memorandum does not *per se* involve any financial obligations for the Parties.**

#### **Article VI. Intellectual Property**

6.1 Nothing in this Memorandum shall affect the ownership of the intellectual and industrial property rights of the Parties, nor does it assign any property rights or grant licenses or any other right to use any intellectual property.

6.2 In the event the Parties decide to jointly create or commission any work from which intellectual property rights are derived, the Parties shall discuss and agree on how to proceed, taking into account their respective main areas of interest and the contributions made by each. The Parties shall commit to formalizing these terms in a specific written agreement that is signed by both Parties.

#### **Article VII. Coordination**

7.1 In order to appropriately conduct and supervise the activities under the terms of this Memorandum, each of the Parties shall designate a coordinator.

7.1.1 The person within ES/CICAD responsible for coordinating activities under this Memorandum is Ambassador Adam E. Namm, Executive Secretary of CICAD. Official notifications and communications should be addressed to him at the following address:

1889 F Street, NW,  
Washington, D.C. 20006, USA  
Tel: (202) 370-5069  
Fax: (202) 458-3658  
E-mail: ANamm@oas.org

A copy of the official notifications and communications shall be sent by e-mail to Angela Crowdy, Assistant Executive Secretary of CICAD and in charge of the DRU.  
Email: Acrowdy@oas.org

7.1.2 The person within ICUDDR responsible for coordinating activities under this Memorandum is Dr. Kimberly Johnson, Executive Director of ICUDDR. The notifications and communications should be addressed to this person at the following address:

9419 Hunters Pond Dr  
Tampa FL 33647  
Tel: (207) 252-9950  
Email: johnsonk@icuddr.com



7.2 All communications and notifications related to this Memorandum shall be sent by regular mail, fax or email, and shall be addressed to the persons specified in Article 7.1 above. When communications and notifications are transmitted by electronic mail, they must be sent directly from the electronic address of the person designated for the coordination of one of the Parties to the electronic address of the coordinator of the other.

7.3 Either Party may change the designated coordinator, addresses or fax numbers indicated, with prior notice in writing to the other Party.

### **Article VIII. Civil Liability**

8.1 Without prejudice of Articles IX and X of this Memorandum, the Parties assume full responsibility for damages resulting from the actions or omissions of their respective representatives, officers, employees and contractors related to the activities carried out under this Memorandum.

8.2 If, for any reason, a third party should make a claim to one of the Parties related to any action or omission of the other Party or its representatives, officials, employees or contractors related to the execution of activities under this Memorandum, the responsible Party shall file an action against the claimant in chief for response, and shall also be obliged to indemnify the other Party for damages suffered by the other Party due to such claims, including costs and attorneys' fees.

### **Article IX. Privileges and Immunities**

9.1 Nothing in this Memorandum constitutes an express or implied waiver of the privileges and immunities of the OAS or the GS/OAS, its personnel and its assets pursuant to the following provisions and instruments ratified by the Government of the United States of America: Articles 133, 134 and 136 of the OAS Charter, whose instrument of ratification was deposited by the Government of the United States of America on June 19th, 1951; the International Organizations Immunities Act (22 U.S.C. §§ 288 et seq.); the Headquarters Agreement Between the Organization of American States and the Government of the United States of America, signed on May 14th, 1992; relevant agreements and pursuant to general principles and practices of international law.

### **Article X. Dispute Resolution**

10.1 Any dispute, claim, or controversy arising from the application or interpretation of this Memorandum shall be resolved by direct negotiation between the Parties. If the Parties fail to reach a satisfactory solution, they shall submit their differences to arbitration in accordance with the Arbitration Rules of the United Nations Commission on International Trade Law (UNCITRAL). The law applicable to this Memorandum and

to the arbitration proceedings shall be the law of the District of Columbia, United States of America, and the language shall be English. The arbitration venue shall be the city of Washington D.C., United States of America. The arbitral tribunal or, as the case may be, the sole arbitrator, may resolve the dispute as *amiable compositeur* or *ex aequo et bono*. The arbitration decision shall be final, binding, and not subject to appeal.

## **Article XI. General Provisions**

11.1 The Parties agree to observe the highest ethical standards and administrative transparency in all actions and activities related to this Memorandum. In addition, the GS/OAS, to the extent applicable and without prejudice to the privileges and immunities referred to in Article IX, and ICUDDR agree to comply with the provisions of the Inter-American Convention Against Corruption and with the applicable norms of the country in which the programs, project and/or activities are executed under this Memorandum. Failure to comply with this provision shall constitute sufficient grounds for termination of this Memorandum, and the provisions of Article 11.5 shall apply.

11.2 In regard to employment relationships, the personnel commissioned by each of the Parties to carry out cooperation activities will continue under the direction and authority of the institution to which they belong, and therefore no employment relationship will be created with the other institution, which shall not be considered a subsidiary employer.

11.3 This Memorandum shall remain in force for twenty-four (24) months beginning on the date of signature by both Parties. The Parties may extend this Memorandum in accordance with the provisions of Article 11.4.

11.4 Amendments to this Memorandum may be made only by mutual agreement of the Parties expressed in writing, dated and signed by duly authorized representatives of the Parties. The documents in which the amendments are recorded shall be added as annexes to this Memorandum and shall become an integral part of it.

11.5. This Memorandum may be terminated at any time by mutual agreement between the Parties, or at the express request of either of them, by giving written notice to the other not less than thirty days in advance. However, those activities to which the Memorandum refers that are duly funded may continue until their conclusion, unless the Parties decide otherwise and in writing.

11.6 The validity of Articles VIII, IX and X will survive the expiration or termination of this Memorandum.

IN WITNESS WHEREOF, the authorized representatives of the Parties do sign this Memorandum in two originals, both equally valid, at the places and on the dates indicated below.

**For the General Secretariat of the  
Organization of American States  
(GS / OAS):**

~~Luis Almagro  
Secretary General  
Organization of American States~~

Place and date:.....

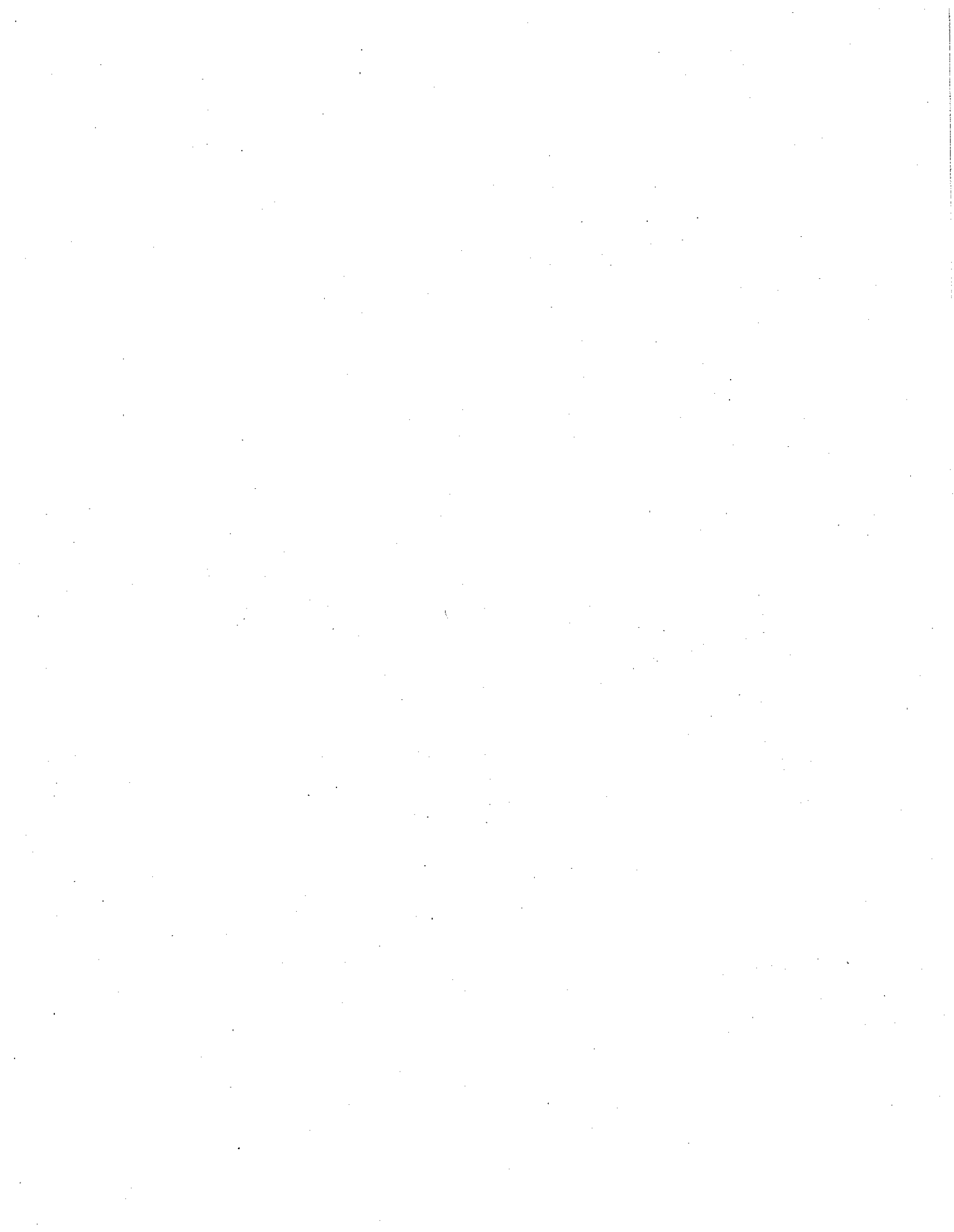
~~WASHINGTON, DC  
MAY 10, 2019~~

**For the International Consortium of  
Universities for Drug Demand Reduction  
(ICUDDR):**



Dr. Kimberly Johnson  
Executive Director  
International Consortium of Universities  
for Drug Demand Reduction

Place and date:.....Tampa, FL May 14, 2019



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

Clasificación:  
Classification: 34-2022.  
Classifacation:  
Classificação:

Fecha de Ingreso:  
Entry Date: June 30, 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 International Consortium of Universities for Drug Demand Reduction, to foster coordinated activities of training, research and international cooperation among universities in the western hemisphere for drug demand reduction.

Nom de l'accord:

Nom de l'accord:

Nome do Acordo:

Materia:  
Subject: Establish a framework for cooperation and technical assistance between the Parties for activities related to training, research and international cooperation among universities in the western hemisphere for drug demand reduction, which includes the dissemination of evidence-based practices in prevention and treatment of substance use disorders.

Materia:

Partes:  
Parties involved: GS/ International Consortium of Universities for Drug Demand Reduction  
Parties:  
Partes:

Referencia:  
Reference: International Consortium of Universities for Drug Demand Reduction

Référence:  
Referência:

Fecha de Firma: May 14, 2019  
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: Tampa Bay, Florida and 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:



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GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES, THROUGH  
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The Parties, the General Secretariat of the Organization of American States (hereinafter "GS/OAS"), a public international organization headquartered at 1889 F Street NW, Washington, D.C. 20006, United States of America, represented by its Secretary General Luis Almagro, and the International Consortium of Universities for Drug Demand Reduction (hereinafter "ICUDDR"), a non-for-profit corporation headquartered at 9419 Hunters Pond Dr, Tampa FL 33647, United States of America, represented by its Executive Director, Dr. Kimberly Johnson,

**WHEREAS:**

The GS/OAS is the central and permanent organ of the Organization of American States (hereinafter "OAS") and has the power to establish and foster cooperative relations in accordance with Article 112 (h) of the OAS Charter and General Assembly resolution AG/RES. 57 (I-O/71);

The Inter-American Drug Abuse Control Commission (hereinafter "CICAD") is an entity of the OAS established by the General Assembly of the Organization, which in accordance with its Statute, "performs its functions under the Inter-American Program of Action of Rio de Janeiro against the Illicit Use and Production of Narcotic Drugs and Psychotropic Substances and Traffic Therein (hereinafter "The Program of Action of Rio de Janeiro"), the mandates of the General Assembly, and the decisions taken by the Commission";

CICAD, through its Executive Secretariat (hereinafter "ES/CICAD"), supports member states by, *inter alia*, strengthening their human and institutional capacities to reduce trafficking and production and use of illicit drugs, and to address the health, social, and criminal consequences of the drug problem;

ES/CICAD, through the Demand Reduction Unit (hereinafter "DRU"), and in accordance with its Hemispheric Plan of Action on Drugs 2016-2020, contemplates as one of its priority actions the creation and/or strengthening of dissemination and access mechanisms for drug use related information and evidence and, on the prevention, treatment, rehabilitation and social integration services, for the general public and different target populations, with the participation of universities and research centers;



ICUDDR is a global consortium of universities incorporated in the United States of America in March 2018, that offer academic study programs focusing on science-based education in the prevention and treatment of substance use disorders;

ICUDDR envision worldwide training and transformation of the addictions prevention and treatment workforces by harnessing the power of university networks applying cutting-edge addiction science;

ICUDDR intends to help organize a worldwide network of universities to implement academic programs in addiction studies, and to support applied research, outreach and advocacy, and dissemination of evidence-based practices in prevention and treatment of substance use disorders;

**HEREBY AGREE** to the following terms of this Memorandum of Understanding (hereinafter "the Memorandum"):

#### **Article I. Purpose**

1.1 The purpose of this Memorandum is to establish a framework for cooperation and technical assistance between the Parties for activities related to training, research and international cooperation among universities in the western hemisphere for drug demand reduction, which includes the dissemination of evidence-based practices in prevention and treatment of substance use disorders.

#### **Article II. General terms of cooperation and technical assistance**

2.1 The Parties shall take the actions necessary to fulfill the purpose established in Article I, taking into account the terms in which this Memorandum is written and within the framework of their powers and attributes, in accordance with the applicable legislation and the privileges and immunities of the OAS and its organs, as indicated in Article IX of this Memorandum.

2.2 Any supplementary agreements, memoranda of understanding, or other instruments signed pursuant to this Memorandum shall be governed by the terms of this Memorandum, unless the Parties expressly provide otherwise in those instruments.

2.3 Consultation and exchange of information and documents under this Memorandum shall be without prejudice to the availability of financial resources, internal regulations, and confidentiality restrictions of the Parties.

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3.1 ICUDDR will recognize CICAD as the Regional Coordinating Center on drug demand reduction activities, for universities and other educational service providers in Latin America and the Caribbean Member States of the OAS. The overall goal of this Regional Coordinating Center is to facilitate the collaboration and communication among universities and other educational service providers in the region with CICAD and ICUDDR, for the development of coordinated activities in the field of drug demand reduction.

3.2 ICUDDR will promote CICAD's activities under this Memorandum through newsletters, brochures, online marketing, and presentations at international conferences and meetings.

3.3 ICUDDR will work with CICAD and other partners, including the Bureau of International Narcotics and Law Enforcement Affairs (hereinafter "INL") of the United States Department of State, government entities and non-governmental organizations, to secure funding for cooperation activities, including a regional meeting for universities and other educational service providers to be held once a year, to improve collaboration, coordination and development of research and education programs on drug demand reduction in the region.

3.4 ICUDDR will provide full access to the Universal Prevention Curriculum (UPC) and the Universal Treatment Curriculum (UTC) training materials, including editable In-Design files to update materials on a regular basis.

3.5 ICUDDR will provide support for regional electronic communication, including a regional webpage, access to a regional web based video conferencing system, and regional mentoring and group discussions via online discussion groups.

### **Article IV. Commitments of GS/OAS**

4.1 The GS/OAS shall facilitate the collaboration and communication among universities and other educational service providers in the region with CICAD and ICUDDR, for the development of coordinated activities in the field of drug demand reduction.

4.2 The strategies that will be adopted in order to accomplish this goal include:

- a) Signature of bilateral memoranda of understanding, letters of agreements and other cooperation instruments between the GS/OAS, acting through the ES/CICAD, universities, and other educational service providers, for the development of coordinated activities, projects and programs in the field of drug demand reduction.

- b) In coordination with ICUDDR, promote and facilitate regional meetings with universities and other educational service providers, to improve collaboration, coordination and development of demand reduction research and education programs in the region.
- c) Act as the focal point for the communication between ICUDDR, the universities, and other educational service providers in the region.

4.3 The DRU will provide cooperation and technical assistance to ICUDDR by means of telephone consultations, electronic mail or other available means of communication. No cooperation or technical assistance provided by the DRU shall involve the expenditure of funds; this assistance shall be limited to activities related to this Memorandum.

4.4 By mutual agreement between the GS/OAS, acting through ES/CICAD, and ICUDDR, and subject to the availability of resources, representatives of the DRU will attend meetings organized by ICUDDR and other meetings related to the purpose of this Memorandum, in coordination with ICUDDR.

4.5 The DRU will provide collaboration to ICUDDR to increase its membership, providing orientation and information about the benefits of this membership to universities and other educational service providers in the OAS member states.

4.6 The DRU will provide collaboration to ICUDDR for the coordinated implementation of training programs based on the Universal Prevention Curriculum and the Universal Treatment Curriculum through the universities, to assist the OAS member states in their efforts to prevent and treat substance use disorders.

#### **Article V. Budget, administration of financial resources, specific agreements**

5.1 The Parties may enter into specific agreements or other supplementary documents under this Memorandum, in order to implement projects or activities that require the transfer of resources among them or from cooperating partners. These documents shall establish the undertakings of each Party, the execution period, a detailed budget, sources of financing, form of payment, arbitration clause, evaluation methods, and a provision recognizing this Memorandum as the legal and programmatic framework of those projects and activities.

5.2 Funds received by each Party as referred to in Article 5.1 shall be deposited and executed in accordance with the normal rules and procedures of each institution and, where appropriate, with the specific terms agreed with each donor.

5.3 Without prejudice to the provisions of specific agreements or supplementary documents entered into under this Memorandum for the joint implementation of

programs, projects and/or activities, **this Memorandum does not *per se* involve any financial obligations for the Parties.**

#### **Article VI. Intellectual Property**

6.1 Nothing in this Memorandum shall affect the ownership of the intellectual and industrial property rights of the Parties, nor does it assign any property rights or grant licenses or any other right to use any intellectual property.

6.2 In the event the Parties decide to jointly create or commission any work from which intellectual property rights are derived, the Parties shall discuss and agree on how to proceed, taking into account their respective main areas of interest and the contributions made by each. The Parties shall commit to formalizing these terms in a specific written agreement that is signed by both Parties.

#### **Article VII. Coordination**

7.1 In order to appropriately conduct and supervise the activities under the terms of this Memorandum, each of the Parties shall designate a coordinator.

7.1.1 The person within ES/CICAD responsible for coordinating activities under this Memorandum is Ambassador Adam E. Namm, Executive Secretary of CICAD. Official notifications and communications should be addressed to him at the following address:

1889 F Street, NW,  
Washington, D.C. 20006, USA  
Tel: (202) 370-5069  
Fax: (202) 458-3658  
E-mail: ANamm@oas.org

A copy of the official notifications and communications shall be sent by e-mail to Angela Crowdy, Assistant Executive Secretary of CICAD and in charge of the DRU.  
Email: Acrowdy@oas.org

7.1.2 The person within ICUDDR responsible for coordinating activities under this Memorandum is Dr. Kimberly Johnson, Executive Director of ICUDDR. The notifications and communications should be addressed to this person at the following address:

9419 Hunters Pond Dr  
Tampa FL 33647  
Tel: (207) 252-9950  
Email: johnsonk@icuddr.com

7.2 All communications and notifications related to this Memorandum shall be sent by regular mail, fax or email, and shall be addressed to the persons specified in Article 7.1 above. When communications and notifications are transmitted by electronic mail, they must be sent directly from the electronic address of the person designated for the coordination of one of the Parties to the electronic address of the coordinator of the other.

7.3 Either Party may change the designated coordinator, addresses or fax numbers indicated, with prior notice in writing to the other Party.

### **Article VIII. Civil Liability**

8.1 Without prejudice of Articles IX and X of this Memorandum, the Parties assume full responsibility for damages resulting from the actions or omissions of their respective representatives, officers, employees and contractors related to the activities carried out under this Memorandum.

8.2 If, for any reason, a third party should make a claim to one of the Parties related to any action or omission of the other Party or its representatives, officials, employees or contractors related to the execution of activities under this Memorandum, the responsible Party shall file an action against the claimant in chief for response, and shall also be obliged to indemnify the other Party for damages suffered by the other Party due to such claims, including costs and attorneys' fees.

### **Article IX. Privileges and Immunities**

9.1 Nothing in this Memorandum constitutes an express or implied waiver of the privileges and immunities of the OAS or the GS/OAS, its personnel and its assets pursuant to the following provisions and instruments ratified by the Government of the United States of America: Articles 133, 134 and 136 of the OAS Charter, whose instrument of ratification was deposited by the Government of the United States of America on June 19th, 1951; the International Organizations Immunities Act (22 U.S.C. §§ 288 et seq.); the Headquarters Agreement Between the Organization of American States and the Government of the United States of America, signed on May 14th, 1992; relevant agreements and pursuant to general principles and practices of international law.

### **Article X. Dispute Resolution**

10.1 Any dispute, claim, or controversy arising from the application or interpretation of this Memorandum shall be resolved by direct negotiation between the Parties. If the Parties fail to reach a satisfactory solution, they shall submit their differences to arbitration in accordance with the Arbitration Rules of the United Nations Commission on International Trade Law (UNCITRAL). The law applicable to this Memorandum and

to the arbitration proceedings shall be the law of the District of Columbia, United States of America, and the language shall be English. The arbitration venue shall be the city of Washington D.C., United States of America. The arbitral tribunal or, as the case may be, the sole arbitrator, may resolve the dispute as *amiable compositeur* or *ex aequo et bono*. The arbitration decision shall be final, binding, and not subject to appeal.

## **Article XI. General Provisions**

11.1 The Parties agree to observe the highest ethical standards and administrative transparency in all actions and activities related to this Memorandum. In addition, the GS/OAS, to the extent applicable and without prejudice to the privileges and immunities referred to in Article IX, and ICUDDR agree to comply with the provisions of the Inter-American Convention Against Corruption and with the applicable norms of the country in which the programs, project and/or activities are executed under this Memorandum. Failure to comply with this provision shall constitute sufficient grounds for termination of this Memorandum, and the provisions of Article 11.5 shall apply.

11.2 In regard to employment relationships, the personnel commissioned by each of the Parties to carry out cooperation activities will continue under the direction and authority of the institution to which they belong, and therefore no employment relationship will be created with the other institution, which shall not be considered a subsidiary employer.

11.3 This Memorandum shall remain in force for twenty-four (24) months beginning on the date of signature by both Parties. The Parties may extend this Memorandum in accordance with the provisions of Article 11.4.

11.4 Amendments to this Memorandum may be made only by mutual agreement of the Parties expressed in writing, dated and signed by duly authorized representatives of the Parties. The documents in which the amendments are recorded shall be added as annexes to this Memorandum and shall become an integral part of it.

11.5. This Memorandum may be terminated at any time by mutual agreement between the Parties, or at the express request of either of them, by giving written notice to the other not less than thirty days in advance. However, those activities to which the Memorandum refers that are duly funded may continue until their conclusion, unless the Parties decide otherwise and in writing.

11.6 The validity of Articles VIII, IX and X will survive the expiration or termination of this Memorandum.

IN WITNESS WHEREOF, the authorized representatives of the Parties do sign this Memorandum in two originals, both equally valid, at the places and on the dates indicated below.

**For the General Secretariat of the  
Organization of American States  
(GS / OAS):**

Luis Almagro  
Secretary General  
Organization of American States

Place and date: .....

WASHINGTON, DC  
MAY 10, 2019

**For the International Consortium of  
Universities for Drug Demand Reduction  
(ICUDDR):**



Dr. Kimberly Johnson  
Executive Director  
International Consortium of Universities  
for Drug Demand Reduction

Place and date: Tampa, FL May 14, 2019

