

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

Clasificación:  
Classification: 35-2022.  
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 Young Americas Business Trust for the execution of the activities under the project "Youth forum on drug use prevention"

Nom de l'accord:

Nom de l'accord:

Nome do Acordo:

Materia:  
Subject: Establish a regulatory framework with respect to the execution of activities related to the training for Youth forum on drug use prevention.

Materia:

Partes:  
Parties involved: GS/ Young Americas Business Trust  
Parties:  
Partes:

Referencia:  
Reference: Young Americas Business Trust  
Référence:  
Referência:

Fecha de Firma: August 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: Washington, D.C.  
Lieu de la signature:  
Lugar de assinatura:

Unidad Encargada:  
Unit in Charge: Executive Secretariat of CICAD and YABT  
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:

# ORGANIZATION OF AMERICAN STATES



INTER-AMERICAN DRUG ABUSE CONTROL COMMISSION

*cicad*

**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 YOUNG AMERICAS BUSINESS TRUST FOR THE EXECUTION OF THE ACTIVITIES UNDER THE PROJECT "YOUTH FORUM ON DRUG USE PREVENTION"**

**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 YOUNG AMERICAS BUSINESS TRUST FOR THE EXECUTION OF THE ACTIVITIES UNDER THE PROJECT "YOUTH FORUM ON DRUG USE PREVENTION"**

**The Parties** to this Memorandum of Understanding (hereinafter "MOU"), the General Secretariat of the Organization of American States (hereinafter "GS/OAS"), a public international organization with headquarters in Washington, D.C., acting through the Executive Secretariat of the Inter-American Drug Abuse Control Commission (hereinafter "ES/CICAD") of the Secretariat for Multidimensional Security; and the Young Americas Business Trust (hereinafter "YABT"),

**CONSIDERING:**

That the YABT is a non-profit corporation with headquarters in Washington D.C., that works in cooperation with the GS/OAS to promote social and economic development of young people around the world;

That the GS/OAS is the central and permanent organ of the Organization of American States ("OAS") and is authorized to carry out relations of cooperation in accordance with Article 112(h) of the Charter and OAS General Assembly Resolution AG/RES. 57 (I-O/71); and

That the Parties are willing to cooperate in the implementation of the activities covered by this MOU in order to raise awareness in drug use prevention among youth as well as to build their capacity to develop evidence-based and sustainable drug use prevention programs.

**THE PARTIES HEREBY AGREE TO THE FOLLOWING:**

**Article I: Purpose**

- 1.1 The purpose of this MOU is to establish a regulatory framework with respect to the execution of activities related to the development and execution of a training curriculum for the Youth Forum on Drug Use Prevention (hereinafter the "Project").

**Article II: General terms of cooperation and technical assistance**

- 2.1 The Parties will undertake the necessary actions to comply with the purpose of the Program, in accordance with the terms outlined in the Project Activities described in Article 4 of this MOU.

### **ARTICLE III: Terms of Program Financing**

- 3.1 For the execution of the Program, ES/CICAD will make available to the YABT up to the amount of **Seven Thousand and Five Hundred Dollars (\$7,500 USD)** (the "Contribution"), in accordance with the budget, found in Annex I of this MOU ("Budget"). The Program shall be executed by November 20, 2019.
- 3.2 Within thirty (30) calendar days of the signing of this MOU, the Parties shall form a Project Management Committee ("PMC") to be made up of one representative of each Party. Each Party may replace its representative on the PMC by advanced written notice to the other Party.
- 3.3 The PMC shall discuss the Project planning and to monitor the progress of the Project.

### **ARTICLE IV: Project Activities and Commitments of the YABT**

- 4.1 The YABT is responsible for completing the Project Activities in accordance with the Budget.
- 4.2 The YABT will coordinate the implementation of the Project Activities to accomplish the following specific results:
  - i. Develop a 5-hour training curriculum on social entrepreneurship concepts applied to drug use prevention programs;
  - ii. The training curriculum will be developed under the guidance of ES/CICAD following the structure of the Universal Prevention Curriculum (UPC) on Drug Use and will include the following concepts, but not limited to: needs assessment, resource assessment, logic model, three sector partnership, and sustainability;
  - iii. Participate in the Expert Working Group (EWG) for the Youth Forum on Drug Use Prevention Curriculum Development and work in close coordination with the curriculum developers to incorporate suggestions as requested by ES/CICAD; and
  - iv. Attend the First Caribbean Youth Forum on Drug Use Prevention from October 20-25, 2019, and deliver the training curriculum according to the Forum' agenda to be determined by ES/CICAD.
- 4.3 Prepare a narrative and financial report of the execution of the activities under this MOU, for consideration by the PMC and final approval by ES/CICAD Project Manager.
- 4.4 Facilitate access to financial records for representatives from the GS/OAS, in the event GS/OAS requests or conducts an audit of the Project or of the ES/CICAD Contribution during the effective period of this MOU and/or within three years after the date of completion of the Project. If an audit is requested, audit costs will be covered by GS/OAS.

- 4.5 Support all financial obligations that appear in the financial reports with evidence of legal and binding commitments. Expenses reported in the financial report must be for the amount actually disbursed.
- 4.6 Any savings to the ES/CICAD Contribution incurred by the Parties in the execution of the Project may be re-allocated within the purview of the Project with prior written approval of ES/CICAD Project Manager.
- 4.7 Any funds contributed by the ES/CICAD under this MOU that are unused upon completion of the Project shall be returned to ES/CICAD within sixty (60) calendar days thereafter.

#### **ARTICLE V: Commitments of the GS/OAS**

- 5.1 The GS/OAS, through the ES/CICAD, will make available to YABT up to the amount of the Contribution in accordance with the Budget and as follows:
  - a. The GS/OAS shall remit payments from the Contribution corresponding to the acquisition of goods and services for the completion of Project Activities, in accordance with its norms and procedures and pursuant to the Budget.
  - b. Every payment that the GS/OAS makes pursuant to the preceding paragraph shall be supported by a request for payment made by the designated official of the YABT named in Article 9 of this MOU and in accordance with Article 6 of this MOU.
- 5.2 The GS/OAS shall provide technical assistance to the Program for the various activities mentioned in this MOU.
- 5.3 If, due to any circumstances beyond its control, the GS/OAS finds itself unable to make payments out of the Contribution for a period longer than thirty (30) days, the GS/OAS may terminate this MOU in view of the provisions in Article 11.5 and without any responsibility on its part.
- 5.4 Evaluate the narrative and financial reports submitted by YABT. If ES/CICAD should determine that execution of the Project is unsatisfactory on the basis of the reports and documents submitted, or if those reports and documents present problems that make it impossible to approve them, ES/CICAD shall notify YABT of its observations in writing. YABT must respond to these observations within a period of time not to exceed fifteen (15) calendar days counting from the date of receipt of notification. ES/CICAD shall suspend disbursement of the Contribution until the problems are resolved to ES/CICAD's satisfaction.

#### **ARTICLE VI: Cash Management**

- 6.1 Upon signature of this MOU, and approval of the work plan by ES/CICAD, GS/OAS will make the first disbursement of the Contribution in accordance with the YABT request as specified in Article 6.2 of this MOU.
- 6.2 YABT shall authorize one person to serve as YABT representative to request payments of the GS/OAS Contribution to be received by the YABT or other

institutions identified by them. Each Party may revoke this authorization and designate another representative upon provision of written notification to ES/CICAD accompanied by an original sample of the new representative's signature. Such notification must be received by ES/CICAD at least five (5) calendar days prior to a request for payment by the Party under its respective new representative's signature.

- 6.3 GS/OAS shall make all disbursements, including the one referred to in Article 6.1 of this MOU, by way of checks or electronic means, upon receipt of a written request by YABT representatives and subject to the following conditions:
- a. That there are sufficient funds in the GS/OAS Contribution to cover the requested disbursement;
  - b. That the GS/OAS official in charge of issuing the disbursements has no knowledge of any specific written instruction from ES/CICAD prohibiting him/her from making such payment;
  - c. That the request from the YABT representative is signed by such representative and the GS/OAS official issuing the disbursement, at his/her discretion, considers that there is no reason to believe that the signatures are not valid; and
  - d. That the request from YABT is not less than US\$2,500 for each disbursement.
- 6.4 GS/OAS will serve as a trustee for the custody and disbursement of the ES/CICAD Contribution. In this capacity, the fiduciary responsibilities of GS/OAS are limited solely to those expressly stated in this Article VI. No additional fiduciary duties or responsibilities on its part may be legally inferred.
- 6.5 The YABT shall place the GS/OAS Contribution in an interest bearing account. Interest accrued on the GS/OAS Contribution may not be used for purposes of the Project without prior written approval by ES/CICAD. Otherwise, the interest must be returned to GS/OAS at the end of the Project.
- 6.6 The YABT shall account for disbursements made against the interest bearing account referred to in Article 6.5 of this MOU in financial reports presented to ES/CICAD.

#### **ARTICLE VII: Warranties and Liabilities**

- 7.1 Each Party shall be exclusively responsible for its own actions and omissions in relation to this MOU and the Project.
- 7.2 If, for any reason, a third party should file a claim against YABT or the GS/OAS, either directly or through ES/CICAD, in relation to this MOU and/or in relation to execution of the Project, each Party shall be considered as the principal vis-à-vis the claimant and as the sole party obligated to respond. YABT further agrees to indemnify GS/OAS for any damages GS/OAS may suffer as a result of said claims, including court costs and attorneys' fees, by reason of damage or inquiry proximately caused by it in connection with its own actions and omissions in relation to this MOU and the Project.

## ARTICLE VIII: PUBLICATIONS

- 8.1 Every document published in regard to the Project must be approved by ES/CICAD. It must include the OAS logo and explicit mention and recognition of the fact that the Project has been executed and/or is in the process of being executed by the ES/CICAD. At the same time, it must be clearly stated therein that the opinions expressed in those documents are not necessarily the opinions of the OAS, the GS/OAS and/or any of their organs, officers, employees, and agents, or of the OAS Member States.
- 8.2 The GS/OAS owns the complete copyrights of the materials developed by the YABT pursuant to Article 4.2.

## ARTICLE IX: Institutional Coordination and Notice

- 9.1 Within the GS/OAS, the dependency responsible for coordinating GS/OAS activities under this MOU is ES/CICAD and the Coordinators are Jimena Kalawski, Demand Reduction Unit Chief and Isabella Araújo, Program Officer. Notifications and communications should be directed to the Coordinators at the following street address, fax and electronic mail:

General Secretariat of the OAS  
**Jimena Kalawski**  
Demand Reduction Unit Chief  
Executive Secretariat of the Inter-American Drug Abuse Control  
Commission  
1889 F Street NW, Washington DC 20006  
Tel. 202-370-4659  
E-mail: [jkalawski@oas.org](mailto:jkalawski@oas.org)

**Isabella Araújo**  
Program Officer  
Executive Secretariat of the Inter-American Drug Abuse Control  
Commission  
1889 F Street NW, Washington DC 20006  
Tel. 202-370-5490  
E-mail: [iaraujo@oas.org](mailto:iaraujo@oas.org)

YABT  
**Valerie Lorena, Executive Director**  
1889 F Street NW, Washington DC 20006  
Tel. 202-370-5064  
E-mail: [vlorena@oas.org](mailto:vlorena@oas.org)

- 9.2. All communications and notifications under this MOU will be validly made only when they are sent by mail or electronic mail and are addressed to the Coordinators whose names are set out in Article 9.1 of this MOU. When the communications and notifications are transmitted by electronic mail, they shall be valid if and when they are sent directly from the electronic address of the Coordinator of one of the Parties to the electronic address of the Coordinator of the other.



- 9.3. Either Party may change the responsible dependency, the designated Coordinator, the address, telephone, fax or electronic mail indicated by notifying the other Party in writing.

#### **ARTICLE X: DISPUTE RESOLUTION**

- 10.1 Any dispute or complaint that may arise in conjunction with the fulfillment or interpretation of this MOU, including those that may arise in connection with the execution of the Project, shall, unless settled amicably through direct negotiations, be settled by 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 language of 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.
- 10.2 The law applicable to this MOU and arbitration proceedings shall be the law of the District of Columbia, USA.

#### **ARTICLE XI: Modification and Termination**

- 11.1 This MOU may be modified by written articles of amendment or exchange of letters signed by the duly authorized representatives of the Parties, dated, and attached hereto.
- 11.2 This MOU shall enter into force on the date it is signed by the duly authorized representatives of both Parties. It shall remain in force until November 20, 2019.
- 11.3 ES/CICAD may terminate this MOU for justified reasons, by giving notice in writing to YABT ten (10) calendar days in advance of the termination date. The following shall be considered as justified reasons for termination: noncompliance with any of the obligations assumed by each Party under this MOU; the existence of irregularities in the management of ES/CICAD Contribution; and bankruptcy by one or more members of the Parties.
- 11.4 Either Party may terminate this MOU due to acts of God or force majeure, by giving notice in writing as soon as possible, but preferably not more than twenty (20) calendar days after the incident.
- 11.5 Either Party may terminate this MOU for any reason by giving written notice to the other thirty (10) calendar days in advance of the termination date.
- 11.6 Within fifteen (15) calendar days of the termination date, YABT shall reimburse GS/OAS for any portion of the Contribution that was not spent and/or was not irrevocably obligated to third parties prior to the applicable written notice in Articles 11.3, 11.4 or 11.5. The reimbursement shall be made by a remittance in United States dollars payable to the order of ES/CICAD.

**ARTICLE XII: Privileges and Immunities**

12.1 Nothing in this MOU constitutes an express or implied waiver of the privileges and immunities of the OAS or the GS/OAS, its personnel and its assets, in accordance with the OAS Charter, relevant agreements and pursuant to general principles and practices of international law.


**ARTICLE XIII: MISCELLANEOUS**

13.1 Annex I is an integral part of the present MOU and may only be amended in writing by common accord of the Parties.

13.2 Articles X and XII shall survive the expiry or the termination of this MOU.

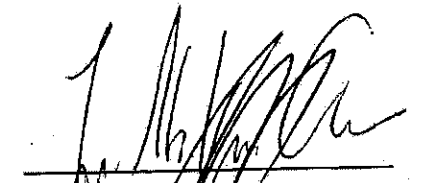
IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding as of the day and year shown below.

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

  
\_\_\_\_\_  
**Luis Almagro**  
Secretary General  
Organization of American States

August 13, 2019  
Date

**For the Young Americas Business  
Trust (YABT)**

  
\_\_\_\_\_  
**Luis A. Viguria**  
Chief Executive Officer  
Young Americas Business Trust

Ag 14, 2019  
Date

# Annex 1- Budget and Project Timeline

## Budget

#	Activity	Unit Description	Unit Cost	# Units	Total
1	Development of First Draft of Training Curriculum	Hours	\$ 30.00	110	\$ 3,300.00
2	Participation in the Expert Working Group (EWG)	Hours	\$ 30.00	16	\$ 480.00
3	Revision, editing and incorporation of changes proposed by EWG	Hours	\$ 30.00	36	\$ 1,080.00
4	Pilot Testing: Facilitate the Training sessions during 1st Caribbean Youth Forum on Drug Use Prevention	Hours	\$ 30.00	48	\$ 1,440.00
5	Revision, editing and incorporation of changes proposed by ES/CICAD after pilot testing	Hours	\$ 30.00	40	\$ 1,200.00
<b>TOTAL</b>					<b>\$ 7,500.00</b>

## Activities Timeline

Date	Activity
August 15-20, 2019	Prepare first draft and circulate amongst writers and editor
August 21-27, 2019	Finalize the draft
August 28- September 2, 2019	Circulate amongst Review Panelists
September 3-4, 2019	Expert Working Group Meeting (EWG)
September 6-15, 2019	Incorporate the revisions
September 16-30, 2019	Graphic Designing
October 1-10, 2019	Printing
October 21-25, 2019	Pilot-testing (1st Caribbean Youth Forum on Drug Use Prevention)
October 28-November 1, 2019	Revision, editing and incorporation of changes proposed by ES/CICAD after pilot testing

