

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

Clasificación:
Classification: 36-2022.
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 Society of Substance Use Professionals to support the development of ISSUP national chapters in Latin America and the Caribbean

Nom de l'accord:

Nom de l'accord:

Nome do Acordo:

Materia:
Subject: .The purpose of this Memorandum is to establish a regulatory framework for the cooperation between ISSUP and the GS/OEA to support the development of ISSUP National Chapters in Latin America and the Caribbean until December 31st, 2025, including the promotion of effective, high quality, and ethical drug demand reduction and building a professional and appropriately trained and supported workforce in the countries in which the ISSUP National Chapters are established

Materia:

Partes:
Parties involved: GS/ International Society of Substance Use Professionals
Parties:
Partes:

Referencia: International Society of Substance Use Professionals
Reference:
Référence:
Referência:

Fecha de Firma: February 2, 2021
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: Loughborough, UK; Washington, D.C., USA
Place of Signature:
Lieu de la signature:
Lugar de assinatura:

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

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

Cierre del proceso:
Closure of proceedings:
Clôture des procédures:

DRAFT 8.9.2020 (MRL)

MEMORANDUM OF UNDERSTANDING AND TECHNICAL ASSISTANCE

MEMORANDUM OF UNDERSTANDING AND TECHNICAL ASSISTANCE

THE PARTIES to this Memorandum of Understanding are:

- (1) 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
- (2) the International Society of Substance Use Professionals (hereinafter "ISSUP"), a not-for-profit, non-government organization registered in England and Wales with registered company number 09980630 and with its registered office at Acre House, 11-15 William Road, London, NW1 3ER, represented by its Chief Executive, Joanna Travis-Roberts,

WHEREAS:

- (A) 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);
- (B) 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";
- (C) CICAD, through its Executive Secretariat (hereinafter "ES/CICAD"), supports member states, *inter alia*, by 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;
- (D) 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;
- (E) ISSUP is a unique international non-government organization focused on the development and support of a professional drug demand reduction workforce. It seeks to ensure that drug demand reduction activities reflect policy and practice

that is evidence-based, high quality and ethical. Its work supports the development of a professional prevention, treatment and recovery network, informed by science and research;

- (F) ISSUP is establishing national chapters throughout Latin America and the Caribbean ("ISSUP National Chapters" or "National Chapters") to encourage and support the achievement of ISSUP's mission and field level activity at the national level;
- (G) ISSUP National Chapters usually, but not exclusively, operate within an established national host organization that is already active in the drug demand reduction field. Each ISSUP National Chapter operates generally in accordance with ISSUP's Guidelines and in accordance with an agreement signed by the National Chapter and ISSUP;
- (H) ISSUP National Chapters are established through ISSUP's application process in order to ensure that the most appropriate organization becomes or "hosts" the National Chapter within a particular country. Built into this process is consultation with other relevant organizations or individuals to comment on the potential of the applicant forming a National Chapter;
- (I) The ISSUP National Chapters will develop and deliver knowledge systems for evidence-based prevention, treatment, and recovery support, provide opportunities for and access to training, education, and credentials, and offer communication and networking opportunities taking place online and at ISSUP events, in order to represent the international and national communities of substance use prevention, treatment and recovery support professionals; and
- (J) ISSUP requested and the GS/OAS accepted that CICAD support the development of the ISSUP National Chapters in the region.

THE PARTIES HEREBY AGREE to the following terms of this Memorandum of Understanding and Technical Assistance (hereinafter "the Memorandum"):

Article I. Purpose

1.1 The purpose of this Memorandum is to establish a regulatory framework for the cooperation between ISSUP and the GS/OEA to support the development of ISSUP National Chapters in Latin America and the Caribbean until December 31st, 2025, including the promotion of effective, high quality, and ethical drug demand reduction and building a professional and appropriately trained and supported workforce in the countries in which the ISSUP National Chapters are established.

Article II. General terms of cooperation and technical assistance

2.1 The Parties may develop specific programs, projects and/or activities by signing supplementary agreements, memoranda of understanding or exchange of letters

containing the applicable conditions for each program, project and/or activity. Each such supplementary agreement, memorandum of understanding or exchange of letters shall be signed by the duly authorized representatives of the parties and should specify in detail, the following:

- a) The agreed-upon program, project and/or activity following results-based management (RBM) approach;
- b) The objectives sought;
- c) The dependencies of each of the Parties that will execute the program, project and/or activity;
- d) The work plan: stages, planning and chronology of development;
- e) The budget and the human and material resources required by the program, project and/or activity, specifying the financial responsibilities and contributions of each Party (indicating the nature and the amount), the schedule of the contributions and, as required, the property of the material resources that are acquired;
- f) A provision relating to the coordination, notification and follow-up of the program, project and/or activity; and
- g) A provision acknowledging this Agreement as the programmatic and juridical framework for the program, project or activity.

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. ISSUP's Obligations

3.1 ISSUP shall identify the countries in which to establish ISSUP National Chapters, but shall not be under any obligation to do so in consultation with any party, including but not limited to the GS/OAS, unless it so requests, in accordance with Article 3.2 of this Memorandum. The identification of existing and new ISSUP National Chapters shall be the sole responsibility of ISSUP.

3.2 ISSUP shall be at liberty to request from the GS/OAS such guidance and advice as ISSUP may in all the circumstances consider appropriate in relation to the following matters:

3.2.1 The identification of countries in which to establish a new ISSUP National Chapter;

3.2.2 The identity of potential new host organisations within a particular country; and

3.2.3 The activities of an existing ISSUP National Chapter in any particular country, with a view to receiving from the GS/OAS advice from a regional perspective on the subject.

3.3 ISSUP shall identify and complete any local processes for establishing ISSUP National Chapters directly with the country's relevant authorities.

Article IV. GS/OAS' Obligations

4.1 The GS/OAS, through ES/CICAD, shall assist ISSUP in identifying countries in which to establish ISSUP National Chapters and advise ISSUP, when possible, on matters related to ES/CICAD's area of expertise that may emerge during the process of establishing ISSUP National Chapters when requested by ISSUP, in accordance with Article 3.2 of this Memorandum.

4.2 The ES/CICAD shall share with ISSUP any and all communications between the ES/CICAD and the ISSUP National Chapters that do not include ISSUP.

4.3 By mutual agreement between the Parties, and subject to the availability of resources, representatives of the Demand Reduction Unit of ES/CICAD will attend meetings related to the purpose of this Memorandum in coordination with ISSUP.

4.4 In accordance with Article 2.1 of this Memorandum, the GS/OAS will work with ISSUP to coordinate training programs based on the Universal Prevention Curriculum and the Universal Treatment Curriculum through universities, civil society organizations, and professional organizations to assist OAS Member States in their efforts to prevent and treat substance use disorders.

4.5 In accordance with Article 2.1 of this Memorandum, the GS/OAS may fund specific activities of the ISSUP National Chapters, with the agreement of and in coordination with ISSUP.

Article V. Commitments of Both Parties

5.1 ISSUP and ES/CICAD shall share with each other any communications that are relevant for the Parties' collaboration under this Memorandum, in accordance with each Party's own internal rules and regulations.

5.2 ISSUP and ES/CICAD shall each invite the other Party to participate in meetings relevant for the Parties' collaboration under this Memorandum.

5.3 Any program, project and/or activity developed under the scope of this Memorandum by ISSUP and ES/CICAD in a particular country will be previously agreed by both Parties as determined under Article 2.1 of this Memorandum.

5.4 There will be regular communications between ISSUP and the GS/OAS to review ISSUP National Chapter activity and plans that fall under the scope of this Memorandum.

5.5 All communication within the scope of this Memorandum between one of the Parties and an outside party will be done in consultation and agreement between ISSUP and the GS/OAS.

Article VI. Budget, administration of financial resources, specific agreements

6.1 Any funds received by any Party under Article 2.1 shall be used in accordance with the terms and conditions agreed upon by the Parties under the supplementary agreements, memoranda of understanding or exchange of letters.

6.3 Without prejudice to what the Parties may provide in the supplementary agreements, memoranda of understanding, and/or exchange of letter entered into pursuant to this Memorandum for the joint implementation of programs, projects, and/or activities, this Memorandum in and of itself does not create any financial obligations for either of the Parties.

Article VII. Intellectual Property

7.1 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.

7.2 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 VIII. Coordination

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

8.1.1 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 Jimena Kalawski, Chief of the Demand Reduction Unit of CICAD.
Email: jkalawski@oas.org

8.1.2 The person within ISSUP responsible for coordinating activities under this Memorandum is Joanna Travis-Roberts, Executive Chief of ISSUP. The notifications and communications should be addressed to this person at the following address:

Acre House
11-15 William Road
London, NW1 3ER
Tel: +44 7795 106741
Email: joanna.travis@issup.net

8.2 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 8.1 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.

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

Article IX. Civil Liability

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

9.2 If for any reason a third party should file a claim against one of the Parties in relation to any act or omission of the other Party in the execution of this Memorandum, the responsible Party shall be considered as the principal vis-à-vis the claimant and the sole party obligated to respond. The responsible Party shall further be required to indemnify the other Party for any damages it may suffer as a result of these claims, including court costs and attorney's fees.

Article X. Privileges and Immunities

Nothing in this Memorandum constitutes an express or implied waiver of the privileges and immunities of the OAS, the GS/OAS, their personnel, and their assets, in accordance with the OAS Charter, relevant agreements, applicable national law, or the general principles and practices of international law.

Article XI. Dispute Resolution

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 XII. General Provisions

12.1 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 X, and ISSUP 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 12.5 shall apply.

12.2 The professionals hired by each of the Parties for the performance of this Memorandum shall continue under the direction of and be subject to the institution that hired them. Thus, no labor obligations shall be created between the professional and the non-hiring Party and in no case shall the non-hiring Party be considered an employer of any type for purposes of joint and several liability. The Parties assume full responsibility for the claims and damages directly and proximately caused by actions or omissions of their corresponding representatives, officials, employees, and contractors.

12.3 This Memorandum shall remain in force until December 31st, 2025 and become effective on the date of signature by both Parties. The Parties may extend this Memorandum in accordance with the provisions of Article 12.4.

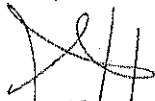
12.4 Amendments to this Memorandum may be made only by mutual agreement of the Parties expressed in writing, dated and signed by duly authorized representatives of the Parties. The documents in which the amendments are recorded shall be added as annexes to this Memorandum and shall become an integral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

12.5 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.

12.6 The validity of Articles IX, X and XI 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
General Secretariat of the
Organization of American States

**For the International Society of
Substance Use Professionals (ISSUP):**



Joanna Travis-Roberts
Executive Director
International Society of Substance Use
Professionals

Place and date: Washington DC
December 7, 2020

Place and date: Loughborough, UK, 2nd February 2021

