

ACUERDOS BILATERALES

Clasificación: 5-2014

Fecha de Ingreso: Marzo 26, 2014

Nombre del Acuerdo: Agreement between the General Secretariat of the Organization of American States and the Pan American Health Organization

Materia: General terms and conditions for cooperation activities to strengthen education and human development in the Americas

Partes: SG/ Pan American Health Organization

Referencia: Pan American Health Organization

Fecha de Firma: February 12, 2014

Fecha de Inicio

Fecha de Terminación

Lugar de Firma: Washington D.C.

Unidad Encargada: Department of Human Development, Education and Employment

Persona Encargada:

Original

Claves

Cierres del proceso

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES THROUGH ITS DEPARTMENT OF HUMAN DEVELOPMENT, EDUCATION AND EMPLOYMENT

AND THE PAN AMERICAN HEALTH ORGANIZATION

The Parties to this Memorandum of Understanding ("MOU"), the General Secretariat of the Organization of American States (hereinafter "GS/OAS"), a public international organization with headquarters in Washington, D.C., through its Department of Human Development, Education and Employment (hereinafter "DHDEE"), represented by Maria Levens, Director of said Department, and the Pan American Health Organization, the Regional Office of the World Health Organization (hereinafter "PAHO/WHO"), the specialized agency for health of the Inter American system and regional office for the Americas of the World Health Organization, with headquarters in Washington, D.C., represented by Dr. Carissa Etienne, Director of PAHO/WHO,

CONSIDERING,

That the Cooperation contemplated under this MOU falls within the scope of Article XII of the May 23, 1950 Agreement between the Council of the Organization of American States ("OAS") and the Directing Council of the Pan American Sanitary Organization;

That education is one of the determinants of health and that OAS and PAHO/WHO are both committed to addressing the determinants of health;

That this MOU will contribute to strengthening technical and research skills of human resources for health (including research for health) as called for in PAHO/WHO and the World Health Organization's policies;

That the Parties have a mutual interest in furthering the education of talented professionals from the OAS Member States through scholarships provided under the OAS' Partnerships for Education and Training Program for academic programs;

That skills to use and produce research for health are essential for societies aiming to address the determinants of health and enhance health with equity by delivering safe and effective health care, and providing quality and sustainable universal health care access;

That consolidating access to quality education for all is key for strengthening democratic institutions, promoting human development, equality, and understanding among peoples, and for positively influencing economic growth and the eradication of poverty,

AGREE:

ARTICLE 1 OBJECTIVE

The purpose of this MOU is to establish the general terms and conditions for cooperation activities between the Parties to strengthen education and human development in the Americas through jointly

promoting scholarship opportunities for citizens from OAS and PAHO/WHO Member States in degree and non-degree programs geared towards enhancing health and the production and use of research for health.

ARTICLE 2 INFORMATION AND COOPERATION

2.1 The GS/OAS will provide PAHO/WHO with the information and documents regarding available scholarship opportunities with GS/OAS partner institutions that are members of the OAS Consortium of Universities (GS/OAS Partner Institutions).

2.2 The GS/OAS and PAHO/WHO will promote and disseminate information about joint OAS-PAHO/WHO human development programs.

2.3 In so far as possible, the Parties will regularly exchange information about activities, projects, and programs of mutual interest, publish joint papers and reports, conduct evaluations, and will closely collaborate in any mutual interest matter. Additionally, the Parties will establish special connections to coordinate or carry out joint activities such as those described in this MOU.

ARTICLE 3 SPECIAL COOPERATION RELATIONS

3.1 The Parties will consider developing special cooperation relations and identifying the field of study of mutual interest, i.e. health promotion, research, epidemiology, knowledge translation and implementation. Once each Party has obtained the necessary approval and funding (if applicable), they will prepare a supplementary addendum with the specific terms of reference and conditions applicable for each project or activity related to scholarships programs in which they agree to engage in. These documents will indicate the responsible office from the PAHO/WHO technical area and specify the mutual responsibilities and obligations of the Parties including, but not limited to, the nature and amount of the financial commitment of each Party, if applicable.

3.2 Any supplementary agreements, memoranda of understanding or letters of agreement entered into pursuant to Article 3.1 above, shall be governed by the terms of this MOU, unless the Parties expressly provide otherwise in those instruments.

3.3 The Parties will make use, as necessary, of the conditions of cooperation and of the infrastructure provided by distance education and communication technologies for future human development collaboration projects with universities and higher education institutions that are part of the OAS Consortium of Universities. Such activities will be established in specific agreements that will define their objectives, reach, and operation.

3.4 The Parties will establish links between their relevant databases and virtual training platforms, and promote the exchange of bibliographic material and educational or scientific literature, to the extent that they can, to fulfill the objective of this MOU.

3.5 The Parties shall comply with their respective norms, policies, and regulations, and will disclose potential and/or perceived conflicts of interest and refrain from participating in decisions that are inconsistent with the Parties' standards.

ARTICLE 4
RESPONSIBILITIES OF THE GS/OAS

4.1 The GS/OAS will seek to grant as many opportunities as possible to qualified students depending on the budget assigned to its scholarship programs, rules approved by the OAS political bodies, regional priorities, the academic demand available, and the availability of opportunities that the educational GS/OAS Partner Institutions offer. GS/OAS scholarship recipients ("Scholarship Recipients") may proceed from any of the following GS/OAS Programs:

4.1.1 The Scholarship and Training Program, which offers undergraduate, graduate, non-degree and/or research in universities or higher education institutions in GS/OAS Member States. Scholarships will be granted for studies in an online, on-site, or a mixed modality. Graduate scholarships will be awarded for master's or doctorate studies. Scholarship Recipients must return to their countries of origin upon completion of their studies, according to the OAS Scholarship Manual of Procedures.

4.1.2 The Partnerships for Education and Training Program (also known as PAEC in Spanish), which offer joint scholarships for undergraduate and graduate studies and/or research in a university or partner institution of the GS/OAS. Studies may be in an online, on-site, or a mixed modality.

4.1.3 The GS/OAS Institutional and Human Capabilities Strengthening Program, and the Professional Development and Teacher's Training Program.

ARTICLE 5
RESPONSIBILITIES OF PAHO/WHO

5.1 PAHO/WHO will consider as OAS-PAHO/WHO Scholarship Recipients each and every candidate that complies with the following:

5.1.1 Having been accepted at any of the study programs available through an OAS-PAHO/WHO scholarship call.

5.1.2 Having been presented by the GS/OAS as OAS-PAHO/WHO scholarship recipients under any of the programs detailed in article 4, whether or not their scholarships are co-sponsored by a third-party institution.

5.2 PAHO/WHO's contribution will include, but is not limited to, the following activities:

- Providing guidance so that scholarships offered through this MOU are relevant to PAHO/WHO mandates and priorities.
- Supporting the design and preparation of scholarships announcements.
- Disseminating scholarship announcements among contacts and general interested public in the Americas.
- Appointing representative(s) from PAHO/WHO for the Evaluation and Selection Committee of the scholarship programs, in order to support a merit-based allocation and provide technical advice on the health and research for health related fields of study.
- Promoting accountability. Supporting periodic reports and evaluation of the structure, process and outputs of this MOU. Promoting transparency and access to public reports of the initiative in coordination with GS/OAS.

ARTICLE 6
COORDINATION AND NOTIFICATIONS

6.1 The DHDEE is responsible for coordinating the GS/OAS' activities and responsibilities under this MOU. The Coordinator is Nelly Gochicoa, Principal Specialist, at:

OAS General Secretariat
Department of Human Development, Education and Employment
1889 F Street, N.W.
Washington, D.C. 20006
United States of America
Phone: (1-202) 370-4939
E-mail: ngochicoa@oas.org

6.2 The Department of Health Systems and Services (HSS) at PAHO/WHO is responsible for coordinating PAHO/WHO's activities under this MOU. The PAHO/WHO Coordinators are the Senior Advisor for Research Promotion and Development, Dr. Luis Gabriel Cuervo, and Manager of Training and Fellowships, Ms. Karen Gladbach, at:

Pan American Health Organization
Unit of Human Resources for Health, Bioethics, and Research
Department of Health Systems and Services
525 Twenty-third Street NW
Washington, D.C. 20037
Dr. Cuervo: Phone: +1 (202) 974-3135 - Email: cuervolu@paho.org
Ms. Gladbach: Phone: +1 (202) 974-3806 - Email: gladbach@paho.org

6.3 All communications and legal notices pertaining to this MOU must be sent by one of the Parties' Coordinator to the other, at the specific building address or e-mail address specified above. Either of the Parties may modify its choice of Coordinator and/or the corresponding coordinating units by giving advanced written notice to the other.

ARTICLE 7
GENERAL PROVISIONS

7.1 The Parties shall first try to resolve any dispute between them under this MOU through negotiations. If those negotiations are unsatisfactory, then either Party may submit the dispute for final and binding arbitration before the American Arbitration Association in accordance with its Rules of Procedure, or before any other arbitration authority and in accordance with other Rules of Procedure to which they agree in writing. The place of the arbitration shall be Washington, D.C., or such other place as they agree to in writing and the language of the arbitration shall be English. The resulting arbitral award shall be final and binding on the Parties. Nothing in this MOU expressly or implicitly waives the privileges and immunities of the Parties or of their personnel.

7.2 Neither of the Parties shall assume responsibility for the validation into any national educational system, of the certificates or diplomas awarded to the Scholarship Recipients.

7.3 Without prejudice to Article 3.2 above, neither of the Parties shall be liable to the other for a Scholarship Recipient's debt or financial obligation.

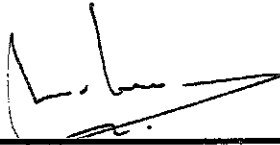
7.4 This MOU shall enter into force as of the date of signature by the authorized representatives of the Parties and shall remain in force, subject to article 7.6 below.

7.5 The Parties may modify this MOU by way of a written letter signed by the duly authorized representatives of both, dated, and attached hereto.

7.6 This MOU may be terminated by written agreement signed by the Parties, or may be terminated unilaterally by either of the Parties without cause upon no less than 30 days' prior written notice to the other; however, if terminated unilaterally, this MOU shall remain in force with respect to all Scholarship Recipients who as of the date the notice is given, have already been officially notified of their selection as Scholarship Recipients or OAS-PAHO/WHO Scholarship Recipients for the Scholarship Programs pursuant to this MOU.

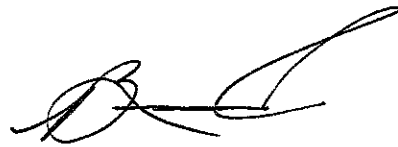
SIGNED by the duly authorized representatives of the Parties in duplicate originals at the place and on the dates indicated below:

For the General Secretariat of the
Organization of American States



Maria Levens
Director, Department of Human
Development, Education and Employment
Date: Feb. 12, 2014
Washington, DC

For the Pan American Health Organization



Carissa F. Etienne
Director, PAHO/WHO
Date:
Washington, DC

Honorary Witness



Prof. Dr. Rossana Valéria de Souza e Silva
Executive Director
Coimbra Group of Brazilian Universities
Date:
Washington, DC