



**MEMORANDUM OF UNDERSTANDING  
FOR COORDINATING JOINT EFFORTS TO IMPROVE DRUG DATA COLLECTION  
AND ANALYSIS, TO DEVELOP AND PROMOTE DATA COMPARISON METHODS  
AND TO INTENSIFY INFORMATION DISSEMINATION**

**Between**

**THE GENERAL SECRETARIAT OF THE  
ORGANIZATION OF AMERICAN STATES**

**And**

**THE EUROPEAN MONITORING CENTER FOR DRUGS  
AND DRUG ADDICTION**

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METHODS  
AND TO INTENSITY INFORMATION DISSEMINATION**

**ARTICLE I  
BACKGROUND**

The Parties to this Memorandum of Understanding (« MOU ») are the General Secretariat of the Organization of American States (« GS/OAS ») through the Executive Secretariat of the Inter-American Drug Abuse Control Commission (« CICAD »), headquartered in Washington, D.C., USA, and the European Monitoring Center for Drugs and Drug Addiction (« EMCDDA »), headquartered in Lisbon, Portugal.

The Parties to this MOU hereby affirm their mutual interest in co-operating on relation to drug data collection, analysis and related matters, based on the principles of reciprocity and work-sharing to support the efforts of the Organization of American States (“OAS”) and the European Union (“EU”) in addressing the problem of drug abuse.

GS/OAS is authorized to enter into this MOU pursuant to authority granted by Article 111(h) of the Charter of the Organization of the American States; resolution A/G RES.57 (I-0/71) of the OAS General Assembly : and Article 3(h) of the General Standards to Govern the Operations of the General Secretariat of the Organization of American States.

Authority for EMCDDA to enter into this MOU is in accordance with the provisions of Article 12 of the European Council Regulation relating to the establishment of the EMCDDA, European Economic Community (“ECC”) Regulation 302/93 of 02.08.93; OJNO L36/1-8;02.12.93.

## **ARTICLE II**

### **PURPOSE**

The purpose of this MOU is to enable CICAD and the EMCDDA to jointly improve the collection and analysis of data and documentation on drugs, to develop and promote uniform data/comparison and documentation, analysis methods and to intensify the dissemination of information. It is also aimed at coordinating their efforts to achieve the best use of available information and to ensure the most effective utilization of their resources to this end.

## **ARTICLE III**

### **FORMS OF CO-OPERATION**

The Parties to this MOU agree to consult regularly and keep each other informed of any relevant issues in the field of drug demand reduction, epidemiology, drug control and supply reduction, and other matters of common interest for the purpose of achieving their respective objectives, implementing their mandates and coordinating their activities.

Subject to such restrictions and arrangements as may be considered necessary by each of the Parties to preserve the confidential nature of certain information and documents, they shall exchange information and documents concerning matters of common interest.

CICAD and the EMCDDA may seek the other's technical expertise and co-operation in the interest of their respective activities and may conclude, as required, specific agreements to this end.

The parties to this MOU also agree to co-operate in identifying appropriate consultants and experts to implement joint programs and to assist in programs undertaken by either organization. CICAD and EMCDDA shall consult each other to ensure the greatest possible degree of co-ordination in regard to the organization of meetings and missions of technical experts concerning questions in which both Parties have an interest.

Both Organizations convene, while implementing this Memorandum of Understanding, to fully take into account and ensure respect to provisions of article 6, paragraph 1 of Council Regulation N° 302/93 of 8 February 1993 on the establishment of a European Monitoring Centre for Drugs and Drug Addictions

**ARTICLE IV**  
**COORDINATION AND IMPLEMENTATION OF PROJECTS**

The Parties to this MOU agree to designate a member of their staff to maintain close, direct and continuing contact with a view to ensuring the implementation of the provisions of the MOU. These regular working contacts shall be complemented by co-ordination review meetings between senior officials of each of the Parties, at a frequency established by them.

In accordance with their own regulations, the Parties shall invite each other to attend technical meetings convened under their respective auspices and which consider matters in which the other Party has an interest or technical competence.

As far as possible, decisions that the Parties may need to take with respect to the application of this MOU shall be taken at an operational level between the contact points referred respectively to in the first paragraph of this Article IV. Where necessary decisions shall be referred to the Executive Secretary of CICAD and the Executive Director of the EMCDDA.

Co-operation between the Parties at the strategic level shall take into account each of their annual or multi-annual work programs.

The implementation of specific Work projects shall be subject to the annual work program of each party as approved by their respective policy-making bodies and to the availability of adequate resources as they shall determine for each activity by them in accordance with their respective regulations and rules.

**ARTICLE V**  
**PARTICIPATION**

This MOU sets out a framework for co-operation by the Parties and does not obligate funds. The Parties to this MOU shall document and agree to specific projects and any associated funding or costs in separate work plans, specific co-operative agreements and/or reimbursable agreements made in writing by their duly appointed representatives.

Nothing in this MOU shall obligate either of the Parties to expend appropriations or enter into any contract, agreement with other public agencies, non-profit organizations or individuals.

This MOU in no way restricts either of the Parties from participating in similar arrangements or agreements with other public agencies, non-profit organizations or individuals.

## **ARTICLE VI RESPONSIBLE OFFICIALS**

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

**For GS/OAS :**

Executive Secretary, CICAD  
General Secretariat of the  
Organization of America States  
1889 Street, N.W.  
USA - Washington, D.C. 20 006  
Phone : +1.202.458.31.78  
Fax : +1.202.458.36.58  
[dbeall@oas.org](mailto:dbeall@oas.org)

**For EMCDDA :**

Executive Director, EMCDDA  
Rua da Cruz de Santa Apolonia, 23/25  
PT - 1149-045 Lisboa  
Phone : +351.1.811.30.01  
Fax : +351.1.813.06.15  
[Georges.Estievenart@emcdda.org](mailto:Georges.Estievenart@emcdda.org)

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

**ARTICLE VII  
DISPUTE RESOLUTION**

The Parties shall attempt to resolve amicably any disputes arising in relation to the interpretation or application of the present MOU. If resolution proves to be impossible they shall mutually agree on an acceptable dispute resolution provision.

Nothing in this MOU shall be construed to be a waiver of any privileges or immunities that either Party enjoy under applicable law.

**ARTICLE VIII  
AMENDMENT**

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

**ARTICLE IX  
PERIOD OF EFFECT AND TERMINATION**

This MOU becomes effective on the day of its signature, and may be terminated by mutual consent or by either Party giving three month's written notice of termination to the other Party.

The suspension or termination of this MOU shall not affect the validity or duration of projects which have been initiated under it prior to the suspension or termination.

IN WITNESS WHEREOF, the understanding being duly authorized, have signed this MOU in duplicate on the dates and at the places indicated below.

For the General Secretariat of the Organization of American States



David R. Beall  
Executive Secretary  
Inter-American Drug Abuse  
Control Commission  
CICAD



Georges Estievenart  
Executive Director of the  
European Monitoring Center for Drugs  
and Drug Addiction  
EMCDDA