

**Memorandum of Understanding
For
Collaboration between the
Pan American Health Organization
and the
International Network of Ecoclubes (INE)**

PREAMBLE:

The Pan American Health Organization (PAHO), Regional Office for the Americas of the World Health Organization (WHO), is an international public health agency with more than 100 years of experience in working to improve health and living standards of the countries of the Americas. It serves as the specialized organization for health of the Inter-American System and enjoys international recognition as part of the United Nations system.

The International Network of Ecoclubes (INE) is the regional movement involving youth volunteers from over 30 countries in Latin America and the Caribbean, Europe, Africa and Asia working towards the improvement of the quality of life where the movement has presence, promoting leadership, organization, democracy and specific actions around the relationship between health, the environment and sustainable development.

Recalling the hemispheric leaders' recognition of the important role of the participation of civil society in the consolidation of democracy where this participation constitutes one of the vital elements for the success of development policies.

Aware of the International Network of Ecoclubes structure and *Strategy 2010* which establishes health promotion and its relation with the environment in the community as one of its core focus, and of PAHO's commitment to equity in health and Pan Americanism in the Americas.

Mindful that National Organizations of Ecoclubes can play a complementary role to governments by focusing on the community factors that are closely related to health determinants, through their unique network of volunteers.

Recognizing PAHO's technical expertise and capacity to dialogue with Ministries of Health in the design of policies and in setting standards and norms for the development of health programs.

Aware of PAHO's acknowledgement of the ongoing need for wide contacts and collaborative work with civil society organizations, in order to improve health conditions.

Recognizing the interest of the International Network of Ecoclubes and its member's National Organizations in making the most of opportunities offered by developing close multilateral partnerships with international organizations.

Taking into account the need for closer and more systematic collaboration between PAHO and the International Network of Ecoclubes in matters concerning health, environment and sustainable development, and desirous of further enhancing such cooperation,

NOW WHEREFORE, the International Network of Ecoclubes, in cooperation with interested members of the National Organizations of Ecoclubes in Latin America and the Caribbean, and PAHO (hereinafter "the Parties") hereby join forces to work together with the governments of Latin America and the Caribbean, , their respective Ministries of Health and the civil society to ensure that health determinants are a priority, responding to the needs of the population, particularly the most vulnerable, and agree to a process of collaboration during five years from the signing of this document as follows:

Section I: Purpose of this Memorandum of Understanding (MOU)

This MOU serves as a framework agreement for co-operation between the International Network of Ecoclubes and PAHO to develop and implement joint initiatives to support the countries of the Americas in achieving the Millennium Development Goals, Sustainable Development and taking action on the Social Determinants of Health through coordinated efforts of the National Organizations of Ecoclubes, and PAHO offices in the countries.

Section II: Objectives

The objectives of this MOU are:

1. Cooperate and collaborate in activities between the Parties in areas such as: water, sanitation and hygiene, climate change, waste disposal, vector borne diseases, health promotion, sexual and reproductive health, unintentional injuries, gender-based violence, and mental health in emergency and post-disaster situations, capacity building, achieving the MDGs, user-led innovation, use and management of information and communication technologies (ICTs), among others
2. Coordinate jointly in global events, actions and opportunities to create an space for Ecoclubes to participate and get involved as well as provide technical support to participate in such events
3. Strengthen and support the "Organizaciones Promotoras de Ecoclubes" (OPES) so that they become an entity that promote and provide services that will generate resources as well as opportunities for consultancies, course, etc. for Ecoclubes' members that have participated in the movement and are now professionals and/or have developed technical expertise in the Parties' areas of interest
4. Collaborate and seek support from Ecoclubes to develop sustainability in the use of social media, such as web pages, during activities and actions related to the Parties areas of interest
5. Revitalize the Comité Internacional de Capacitación de Ecoclubes (CIC) so that Ecoclubes' members can be trained in disaster emergency response and preparedness, vector-borne diseases prevention and other topics of interest for both parties

Section III: General Principles of co-operation and areas of shared interest

The Parties shall:

1. Act in close co-operation and consult with each other, not less than once a year, on matters of common interest based on prioritised issues and programs, including joint projects and other activities at the Inter-American, sub-regional, and national levels, in order to co-ordinate their work and to strengthen co-operation;
2. Define and develop initial areas of collaboration:
 - a. Developing partnership with international organizations in areas such as water, sanitation and hygiene, climate change, waste disposal, vector borne diseases, health promotion, sexual and reproductive health, unintentional injuries, gender-based violence, and mental health in emergency and post-disaster situations; and others,
 - b. Promoting collaboration and organization of youth to enhance communitarian response to local affections related to health and the environment,
 - c. Enhancing collaboration in preparing for and responding to emergencies and disaster situations,
 - d. Strengthening the capacity of the International Network and National Organization of Ecoclubes to maximize their ability to promote health and sustainable development through national and international cooperation, knowledge management, information and communication technologies (ICTs), capacity building, basic equipment user-led innovation and institutional support, as well as
 - e. Contributing to achieve the MDGs by focussing on the most vulnerable populations and deprived communities.
3. Identify new areas of collaboration at the time of the annual consultations.

Section IV: Modalities of Co-operation – Operational Aspects

In the framework of this agreement, PAHO, and the International Network of Ecoclubes, in co-operation with the interested National Organizations of Ecoclubes and the PAHO country offices across the region, will undertake the following responsibilities:

1. To each appoint an overall focal point who shall co-ordinate the implementation of this MOU, monitor progress, and meet once a year to evaluate and identify new opportunities for co-operation. Special technical focal points may also be appointed to implement the specific areas of co-operation called for above;
2. To establish a working group to develop a plan by both Organizations on international interventions to be implemented by both organization during the year period
3. To endeavour in sharing information on events and activities that may be of common interest, with all participation to such events being by invitation;
4. To share information about projects proposed to be financed by each organisation and subject to the terms of this MOU and each organisation's rules regulations and procedures;
5. To cooperate in the development of joint web-based information dissemination tools such as publication of appropriate material, posters and audiovisuals as may be considered necessary, to increase access to information and level of public awareness of issues concerning environmental health and sustainable development;
6. To develop and disseminate strategies, guidelines and methods on health issues of common interest;
7. To consult each other on the design and scientific evaluation of activities carried out under this MOU;
8. To jointly evaluate progress in the implementation of this MOU during year consultation meetings.

Section V: Technical co-operation and funding

1. The Parties will consult and agree on how activities to be jointly undertaken should be financed while respecting their particular resource mobilisation modalities, including their own rules, regulations, and procedures;
2. The Parties in accordance with their respective rules, regulations and procedures, collaborate with governments, outside partners, including specialised institutions, universities, donors, and the international community at large, and other components of civil society in any activity that they might consider necessary;
3. The Parties may, through special arrangements, decide to act jointly in the formulation, implementation, and resource mobilisation of projects that are of common interest. The special arrangements shall define the modalities for the participation of each party in such projects and shall determine the contributions to be made by each of the Parties. Each special arrangement, undertaken under this MOU shall make reference to it and shall include each party's responsibilities; duration of the special arrangement; a detailed budget stating PAHO's indirect costs; financing; payment mechanisms; reporting and evaluation.

Section VI: Intellectual Property

Research results shall, as far as possible, be published and copyrighted jointly; where this is not feasible, the Parties agree, after consultation with each other, to permit either organisation to publish any of the results on its own or in collaboration with others, giving due recognition to the contribution of the other organisation. For material published under joint copyright, each party shall, subject to prior written consent of the other, have the right to adapt the published material for its work in other regions or outside the framework of this MOU. Such consent shall not be unreasonably withheld.

Section VII: Co-operation with Other International and National Organisations

1. The Parties may consult, separately, or jointly, with international and national organisations, as appropriate and in accordance with their respective rules, regulations and procedures, in order to achieve the objectives of the joint initiatives, maximise the efficient use of resources or acquire additional funding. These may include both public and private organisations active in the area of social, economic, and health development. The Parties shall inform each other on their respective contacts in this regard.
2. The Parties may, in accordance with their respective rules, regulations and procedures, explore strategic alliances with other governmental and non-governmental organisations to implement appropriate strategies for related activities in the region.

Section VIII: Conflict resolution

Any differences in the interpretation or application of this MOU shall be resolved by common agreement of the Parties. In the absence of such agreement, any differences shall be referred to arbitration at the request of either Party. The Parties shall each appoint one arbitrator, and the two so appointed shall jointly appoint a third who shall be the Chairperson. The arbitrators shall decide the procedure of the arbitration and the expenses of the arbitration shall be borne by the Parties as assessed by the arbitrators. The arbitral award shall contain a statement of the reasons on which it is based and shall be accepted by the Parties as the final adjudication of the dispute.

Section IX: Privileges and Immunities

Nothing in or related to this Agreement shall be deemed to constitute any waiver, express or implied, of the immunities, privileges, exemptions and facilities enjoyed by either Party under international law, international conventions or agreements, or the domestic legislation and laws of their respective Member States.

Section X : Audit

Any financial contribution received and administered by PAHO under this MOU or any Special Arrangements shall be subject to the usual audit procedures of PAHO, and shall be conducted by the person or persons designated for this purpose by PAHO Governing Bodies, pursuant to the rules, regulations, and policies of the Organization. Copies of the audit reports shall be delivered to the Ecoclubes on request.

Section XI : Personnel

The personnel commissioned by each Party will remain subject to the authority of each, maintaining their employment with the Institution to which they belong. This means that no legal work relationship shall be established with the other Party, and in no case shall be the other Party be considered a substitute employer.

Section XII : Force Majeure

Neither Party shall be responsible for obligations arising out of this MOU with which it is unable to comply in whole or in part due to reasons of force majeure, including wars, natural disasters, civil or labor disturbances, or any other cause beyond the control of the Parties.

Section XIII: Date of entry into force, amendments, and termination

1. This MOU shall enter into force upon its signature by both parties and its ratification by the Governing Board of the International Network of Ecoclubes, but may provisionally apply upon its

signature. It shall remain in force until revoked by the Parties. After an initial period of five (5) years, the Parties shall review the MOU with a view to its continuation, amendment, or termination.

2. This MOU may be amended by written agreement between the Parties. Such amendments shall specify the effective date of the modifications.
3. This MOU may be terminated by either of the Parties at any time upon giving 90 days advance notice in writing to the other party. However, such termination shall be without prejudice to any commitments made to third parties before the notice of termination was received.

In witness whereof, the undersigned, José Miguel Girón and Diana Ayme Girón López, promoter and president, respectively, of the North, Central and Caribbean Region and Carlos Perez Aldave and Nicole Guzmán Cáceres, promoter and president, respectively, of the South America Region, representing the International Network of Ecoclubes, and Dr. Mirta Roses Periago, Director of the Pan American Health Organization, being duly authorized, sign this Memorandum of Understanding in places and dates specified below.

For and on behalf of the
International Network of Ecoclubes

For and on behalf of the
Pan American Health Organization/
World Health Organization

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José Miguel Girón Galdamez
Promoter a.i.

North, Central and Caribbean Region

Place Guatemala, Guatemala

Date 26 de Marzo 2012

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Diana Ayme Girón López
President

North, Central and Caribbean Region

Place Guatemala, Guatemala

Date 19 de Abril de 2012

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Carlos Perez Aldave
Promoter

South America Region

Place LIMA - PERU

Date 30 DE SEPTIEMBRE, 2011

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Nicole Guzmán Cáceres
President

South America Region

Place SAN AGO - CHILE

Date 2 de Diciembre 2011

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Dr. Mirta Roses Periago
Director

Place... Washington, D.C.

Date AUG 18 2011