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COUNCIL OF EUROPE



**SUPPLEMENTARY ARRANGEMENT
BETWEEN
THE GENERAL SECRETARIAT
OF THE ORGANIZATION OF AMERICAN STATES,
THROUGH THE EXECUTIVE SECRETARIAT OF THE
INTER-AMERICAN DRUG ABUSE CONTROL
COMMISSION
AND
THE SECRETARIAT GENERAL
OF THE COUNCIL OF EUROPE,
THROUGH THE POMPIDOU GROUP,
THE COUNCIL OF EUROPE COOPERATION
PLATFORM ON DRUG RELATED ISSUES**

THIS Supplementary Arrangement between the Secretariat General of the Council of Europe, an International Intergovernmental Organization with its headquarters at Avenue de l'Europe, 67075 Strasbourg, France, represented by Ms Marija Pejčinović Burić, Secretary General of the Council of Europe, and the General Secretariat of the Organization of American States (hereinafter "GS/OAS"), a public international organization, with headquarters at 1889 F. St. N.W., Washington, D.C., 20006, represented by its Secretary General Mr Luis Almagro, is concluded pursuant of the Memorandum of Understanding signed by the Parties on 19 September 2011.

Collectively referred to hereafter as 'the Parties' and individually as 'the Party'.

THE PARTIES

WISHING to increase cooperation and collaboration between both organizations in order to increase the capacity of their respective member states to effectively address the world drug problem;

RECOGNIZING that the Inter-American Drug Abuse Control Commission (hereinafter "CICAD") is the consultative and advisory body of the Organization of American States (hereinafter "OAS") on drug issues, which, through its Executive Secretariat, provides technical assistance and capacity-building training, as well as support to Member States in strengthening their drug policies and ability to address drug-related issues; and that the Pompidou Group, being the Council of Europe cooperation platform on drug related issues, contributes to the development of effective and evidence-based drug policies based on human rights by linking policy, practice and research, and building bridges within Europe and with other world regions;

RECALLING that in 2011 the Council of Europe and the GS/OAS signed a Memorandum of Understanding (hereinafter "2011 MOU"), wherein the Parties agreed to strengthen the cooperation between them by setting up a new framework of cooperation and designing the priority areas of common concern, which included reducing the production, trafficking, and use of illegal drugs;

CONSIDERING that pursuant to Article VI of the 2011 MOU, the Parties agreed to sign Supplementary Arrangements for the implementation of the 2011 MOU;

CONSIDERING that this Supplementary Arrangement is signed pursuant to Article VI of the 2011 MOU, and the terms, spirit, programmatic and juridical framework of the 2011 MOU apply to this Supplementary Arrangement, unless otherwise specified herein;

RECOGNIZING that the world drug problem remains a common and shared responsibility that should be addressed in a multilateral setting through effective and increased international cooperation and demands a multidisciplinary, balanced, scientific evidence-based and comprehensive approach;

REAFFIRMING their commitment to the principles and values of respect for and promotion of human rights, and recalling the importance of the principles of cooperation between regional and international organizations; and

BEARING IN MIND the rules and regulations governing the Parties' cooperation engagements with other entities and;

RECOGNIZING that the GS/OAS is the central and permanent organ of the 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),

HAVE AGREED to enter into this Supplementary Arrangement.

ARTICLE I PURPOSE

- 1.1. To establish a framework for cooperation and facilitate collaboration between the Parties.
- 1.2. To achieve enhanced and sustainable cooperation for implementation of the current OAS Hemispheric Drug Strategy and its corresponding Plan of Action; the Pompidou Group's Work Programme; the Outcome Document of the 2016 United Nations General Assembly Special Session on the World Drug Problem; and the 2030 Sustainable Development Goals.
- 1.3. To support the efforts of CICAD and Pompidou Group member States to address the world drug problem.

ARTICLE II SCOPE AND AREAS OF COOPERATION

- 2.1. Subject to their respective internal rules and procedures and the availability of funds, the Parties undertake to explore all forms of cooperation to support the efforts of their respective member States to address the world drug problem.
- 2.2. Potential areas of collaboration will address ongoing issues that are of significant interest to member States, and may include:
 - joint seminars,
 - training workshops,
 - webinars.
- 2.3. Such activities will comply with the programmatic areas and priorities of both parties and include the crosscutting priority themes of human rights and gender:
 - a. Institutional Strengthening, including topics such as: the development of national drug plans and policies, alternatives to incarceration and alternative development;
 - b. Demand Reduction, including topics such as: drug prevention, treatment and rehabilitation;
 - c. Supply Reduction, including topics such as: chemical precursor control, new psychoactive substances, drug trafficking through airports and general aviation, drug distribution through mail and courier services, and law enforcement / intelligence training;
 - d. Development, planning and evaluation of drug policies, programmes and interventions; and
 - e. The establishment of drug information networks, data gathering, and analysis, and early warning systems in the Americas.

- 2.4. The Parties will hold an in-person or video conference meeting on an annual basis to review and discuss collaborative efforts.
- 2.5. The Pompidou Group will be invited to attend CICAD's annual Commission meetings as an observer, together with CICAD's Experts Group meetings, when appropriate, and reciprocally CICAD will be invited to the biannual meetings of the Permanent Correspondents to the Pompidou Group.
- 2.6. Within their respective legal frameworks, the Parties agree to invite each other to attend meetings and activities convened under their respective auspices on occasions when they consider subjects of mutual interest will be discussed.

ARTICLE III FINANCIAL PROVISIONS

- 3.1. This Supplementary Arrangement in and of itself does not create obligations of a financial nature for either of the Parties.

ARTICLE IV IMPLEMENTATION

- 4.1. Within the GS/OAS, the dependency responsible for coordinating GS/OAS activities under this Supplementary Arrangement is the Executive Secretariat of the ES/CICAD and the Coordinator is Ambassador Adam Namm, CICAD Executive Secretary. Notifications and communications should be directed to the Coordinator at the following street address, fax and electronic mail:

General Secretariat of the OAS
Ambassador Adam Namm
1889 F Street, N.W.
Washington, D.C. 20006
United States of America
Tel.: (1-202) 458-5000
Electronic Mail: anamm@oas.org

- 4.2. The entity responsible within the Council of Europe for coordinating the activities under this Supplementary Arrangement is the Pompidou Group. Notifications and communications should be directed by electronic mail or post to:

Mr Denis Huber
Executive Secretary
Pompidou Group
Council of Europe
Ave. de l'Europe
F-67075 Strasbourg
France
Electronic Mail: denis.huber@coe.int

- 4.3. 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.
- 4.4. Each Party will designate a member of its personnel to serve as a contact point, in addition to those named under articles 4.1 and 4.2 above, for the maintenance of close, direct, and continuing exchange with a view to ensuring the implementation of the provisions of the present Supplementary Arrangement.
- 4.5. Regular consultations will be arranged between the representatives of the two Parties referred to under 4.4 to determine the most effective manner in which to organise the agreed activities and to secure the most advantageous utilisation of resources, without prejudice to Article III above.
- 4.6. The implementation of any activity under this Supplementary Arrangement will be subject to the Parties' availability of adequate resources, to be determined in accordance with the Parties' respective regulations and rules.

ARTICLE V GENERAL PROVISIONS

- 5.1. Nothing in this Supplementary Arrangement constitutes an express or implied waiver of the privileges and immunities that the Parties enjoy by virtue of the relevant agreements and laws on the subject, as well as general principles of international law.
- 5.2. The Parties agree to observe the highest ethical standards and administrative transparency in all actions and activities related to this Supplementary Arrangement.
- 5.3. Modifications to this Supplementary Arrangement may only be made by mutual agreement in writing by the duly authorized representatives of the Parties. The instruments in which the modifications are set out will be attached as annexes to this Supplementary Arrangement and shall form part of it.
- 5.4. This Supplementary Arrangement will enter into force upon signature by the duly authorized representatives of the Parties and shall remain in force in accordance with article 5.5.
- 5.5. This Supplementary Arrangement may be terminated by mutual consent or by either of the Parties by written notice from one to the other with not less than thirty days' notice. Notwithstanding the termination of this Supplementary Arrangement, any activities under this Supplementary Arrangement that have been duly financed will be continued to completion unless the Parties mutually decide otherwise.
- 5.6. The Parties agree that all possible disputes concerning the interpretation and application of this Supplementary Arrangement will be settled by means of negotiations and consultations between the organisations themselves. Failing a friendly settlement, the dispute shall be referred to arbitration, under the rules mutually agreed upon by the Parties.
- 5.7. Articles 5.1. and 5.6. will survive the expiry or the termination of this Supplementary Arrangement.
- 5.8. This Supplementary Arrangement is produced in two original copies in English.

IN WITNESS WHEREOF, the undersigned, being duly authorized, have signed this Supplementary Arrangement in duplicate on the date and at the place indicated below:

For the Council of Europe:

**For the General Secretariat of the
Organization of American States:**


Marija Pejčinović Burić
Secretary General
of the Council of Europe


Luis Almagro
Secretary General
of the General Secretariat of the
Organization of American States

Place: *Strasbourg*
Date: *22 February 2021*

Place: Washington DC
Date: February 25, 2021