

**MEMORANDUM OF UNDERSTANDING
FOR COORDINATING JOINT EFFORTS TO PROMOTE DRUG TREATMENT COURTS AND
OTHER ALTERNATIVES TO INCARCERATION FOR DRUG-DEPENDENT OFFENDERS IN THE
AMERICAS**

between

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

and

THE NATIONAL ASSOCIATION OF DRUG COURT PROFESSIONALS

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ARTICLE 1
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 ("ES/CICAD") of the Secretariat for Multidimensional Security, headquartered in Washington, D.C., U.S.A., and the National Association of Drug Court Professionals ("NADCP"), headquartered in Alexandria, Virginia, U.S.A.

The Parties to this MOU hereby affirm their mutual interest in cooperating to promote drug treatment courts in the Americas, train judges, prosecutors, defense attorneys, probation officers, drug treatment specialists, social workers and other relevant court personnel.

GS/OAS is authorized to enter into this MOU pursuant to authority granted by Article 112(h) of the Charter of the Organization of the American States; resolution A/G RES. 57 (I-O/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.

NADCP, through its CEO, is authorized to enter into this MOU in Accordance with NADCP Bylaws, Article 6, Section 3a.

ARTICLE 2
PURPOSE

The purpose of this MOU is to enable CICAD and NADCP to coordinate their efforts to promote Drug Treatment Courts in the Americas, and other regional areas of mutual

interest, including advocacy of drug treatment courts as an alternative to incarceration for drug-dependent offenders.

ARTICLE 3

FORMS OF COOPERATION AND SPECIFIC ACTIVITIES

- 3.1 The Parties to this MOU agree to consult regularly and keep each other informed of any relevant issues in the field of drug treatment courts, and other matters of common interest for the purpose of achieving their respective objectives, implementing their mandates and coordinating their activities.
- 3.2 The Parties to this MOU also agree to cooperate in identifying appropriate consultants and experts to implement joint programs and to assist in programs undertaken by either organization. ES/CICAD and the NADCP shall consult each other to ensure the greatest possible degree of coordination in regard to the organization of meetings and missions of technical experts concerning questions in which both Parties have an interest.
- 3.3 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. In that context, NADCP and ES/CICAD will seek to carry out the following types of activities, subject to the availability of funds:
 - 3.3.1 Facilitate capacity-building opportunities in the area of DTC for professionals of the area (judges, prosecutors, defense attorneys, probation officers, drug treatment specialists and social workers, among others);
 - 3.3.2 Generate exchange of good practices in the area of drug courts, together with other international organizations like UNODC and the European Commission, as well as through the participation of associations of drug treatment courts (IADTC amongst them);
 - 3.3.3 Support pilot projects in areas such as training, evaluation, information systems and monitoring of clients, and advocacy for those countries interested in developing drug courts;
 - 3.3.4 Promote the adoption of policies and regulatory changes need for the establishment of drug treatment courts;
 - 3.3.5 Help OAS member states to develop record-keeping systems and evaluation mechanisms that would allow incipient drug courts to demonstrate results and successes, and

3.3.6 Prepare joint
in this field.

publications of international good practices

ARTICLE 4

COORDINATION AND IMPLEMENTATION OF PROJECTS

- 4.1 The Parties to this MOU agree to designate a member of their staff to maintain close, direct and continuing contacts with a view to ensuring the implementation of the provisions of this MOU. These regular working contacts shall be complemented by coordination review meetings between senior officials of each of the Parties, at a frequency established by them.
- 4.2 In accordance with their own regulations, the Parties shall invite each other to attend meetings convened under their respective auspices and which consider matters in which the other Party has an interest or technical competence.
- 4.3 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 NADCP.
- 4.4 Cooperation between the Parties at the strategic level shall take into account each of their annual or multi-annual work programs.

ARTICLE 5

PARTICIPATION

- 5.1 This MOU sets out a framework for cooperation 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 workplans, specific cooperative agreements and/or reimbursable agreements made in writing by their duly appointed representatives.
- 5.2 Nothing in this MOU shall obligate either of the Parties to expend appropriations or enter into any contract, agreement or other obligation except as they may mutually agree.
- 5.3 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, however, insofar as the Parties are each other's primary partners in the endeavors undertaken in this

MOU, the Parties agree to seek input from each other on how or whether other non-governmental organizations or individuals may be included within the scope of activities as outlined in this MOU, when and if such inclusion becomes necessary or advised.

ARTICLE 6

RESPONSIBLE OFFICERS

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

For GS/OAS:

Executive Secretary, CICAD
General Secretariat of the
Organization of American States
1889 F Street. N.W.
Washington, D.C. 20006
Phone: (202) 458-3178
Fax: (202) 458-3658
AChisman@oas.org

For NADCP:
West Huddleston
Chief Executive Officer, NADCP
4900 Seminary Road, Suite 320
Alexandria, Virginia 22311
Phone: (703) 575-9400
Fax: (703) 575-9402
whuddleston@nadcp.org

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

ARTICLE 7

DISPUTE RESOLUTION

- 7.1 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.
- 7.2 Nothing in this MOU shall be construed to be a waiver of any of the privileges and immunities enjoyed by either Party

**ARTICLE 8
AMENDMENT**

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

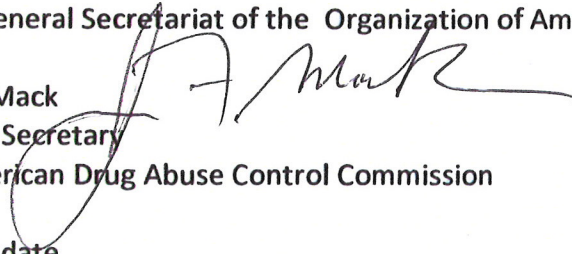
**ARTICLE 9
PERIOD OF EFFECT AND TERMINATION**

- 9.1 This MOU becomes effective on the day of the last signature shown below, and may be terminated by mutual consent or by either Party giving three months' written notice of termination to the other Party. Unless otherwise agreed by the Parties, the duration of this MOU shall be for five years.
- 9.2 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

James F. Mack
Executive Secretary
Inter-American Drug Abuse Control Commission
CICAD
Place and date



For the National Association of Drug Court Professionals
West Huddleston
Chief Executive Officer



Place and date