

AGREEMENT BETWEEN THE GOVERNMENT OF [COUNTRY] AND THE  
PAN AMERICAN HEALTH ORGANIZATION  
FOR THE PARTICIPATION OF [COUNTRY] IN  
THE REGIONAL REVOLVING FUND FOR STRATEGIC PUBLIC HEALTH  
SUPPLIES

The Government of [COUNTRY], through the Ministry of Health (hereinafter “the Government”), duly represented by the Minister of Health, [NAME], and the Pan American Health Organization, Regional Office of the World Health Organization (hereinafter “PAHO” or “PAHO/WHO”), represented by the Director of the Pan American Sanitary Bureau, Dr. Carissa F. Etienne, hereby establish the present Agreement for Participation in the Regional Revolving Fund for Strategic Public Health Supplies, subject to the following conditions:

**CONSIDERING:**

That the Director of PAHO, pursuant to a request from PAHO Member States during the 42<sup>nd</sup> Directing Council meeting held in Washington, D.C. from September 25 to 29, 2000, and in accordance with the authority vested in him by the PAHO Financial Regulations, established the Regional Revolving Fund for Strategic Public Health Supplies (hereinafter the “Fund”);

That the Fund was established as a technical cooperation mechanism to support PAHO Member States in improving their planning capacity with respect to the use of strategic public health supplies (hereinafter “Supplies”), and in promoting the implementation of appropriate quality control procedures for such Supplies and, thus, broadening the scope of public health programs;

That the Fund will help reduce the cost of Supplies through economies of scale and, will also contribute to ensuring that Supplies are available in PAHO Member States;

That the Fund has been established on behalf of all Member States of PAHO;

**NOW THEREFORE THE PARTIES HERETO HEREBY AGREE AS FOLLOWS:**

**ARTICLE 1: LEGAL FOUNDATION**

The Basic Agreement between the Government of [COUNTRY] and the Pan American Health Organization on Privileges, Immunities and Facilities, signed on [DATE], shall serve as legal foundation for the establishment and interpretation of the present Participation Agreement.

**ARTICLE 2: PURPOSE OF THE AGREEMENT**

The purpose of the present Agreement is to establish the basis pursuant to which the Government

will participate in the Fund established by PAHO.

### **ARTICLE 3: COMMITMENTS OF THE GOVERNMENT**

The obligations of the Government shall be as follows:

- a) Abide by the requirements set by PAHO for the operation of the Fund;
- b) Through the Ministry of Health and other departments and national institutions provide and promote the technical cooperation necessary to fulfill the objectives of this Agreement;
- c) Facilitate access by PAHO to the information necessary to meet the objectives of the Agreement.

### **ARTICLE 4: COMMITMENTS OF PAHO**

In accordance with its policies, rules and regulations, and considering the regional character of the Fund, PAHO shall:

- a) Administer the Fund and establish its administrative and operational mechanisms.
- b) Establish the lists of Supplies to be procured by the Fund;
- c) Periodically evaluate Fund operations, modifying its administrative operational mechanisms as deemed necessary by PAHO.

### **ARTICLE 5: RESPONSIBILITIES TO THIRD PARTIES**

The Government shall assume all responsibility for any suit or action filed by third parties against PAHO, its experts, agents, or employees and shall hold them harmless from any liability in the event of any claim or responsibility stemming from activities under the present Agreement, unless the Government and PAHO agree that such claims or responsibilities are the result of gross negligence or willful misconduct by these experts, agents, or employees.

### **ARTICLE 6: FORCE MAJEURE**

Neither Party shall be responsible for obligations arising out of this Agreement 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.

### **ARTICLE 7: PROHIBITION ON SALES**

The Parties understand and acknowledge that the Fund is a technical cooperation mechanism established in accordance with the principles of solidarity and Pan-Americanism, among others, and as a result any goods acquired through the Fund may not be sold.

### **ARTICLE 8: AUDIT**



Any financial contribution received and administered by PAHO under the terms of this Agreement will be subject to the usual audit procedures of PAHO, and will 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 external audit reports are available on PAHO's website.

## **ARTICLE 9: 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 PAHO/WHO under international law, treaties, international agreements, or the domestic legislation of its Member States.

## **ARTICLE 10: CONFLICT RESOLUTION**

Any dispute between the Parties arising out of or relating to this Agreement that is not settled amicably shall be submitted to arbitration at the request of either Party. Each Party shall appoint one arbitrator, and the two so appointed shall jointly appoint a third who shall be Chairperson. The procedure of the arbitration shall be decided by the arbitrators. The arbitral award shall be the final adjudication of the dispute.

## **ARTICLE 11: TERM, AMENDMENT, AND TERMINATION**

The present Agreement shall enter into force upon its signature by the Parties and shall be valid indefinitely.

It may be amended or extended by express written consent of the Parties. Either Party may terminate the present Agreement upon giving (90) days' written and reasoned notice to the other Party

The obligations assumed by the Parties under this Agreement shall survive the expiration or termination thereof to the extent necessary to permit the liquidation of accounts, attention to matters related to international personnel, fulfillment of commitments contracted, and the withdrawal of the personnel, funds, and property of PAHO from the country, as necessary.

**IN WITNESS WHEREOF**, the duly authorized representatives hereby affix their signatures to two copies of the present Agreement of equal tenor and validity, in the places and on the dates indicated below.

FOR THE GOVERNMENT OF

FOR PAHO



[COUNTRY]

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[NAME]  
Minister of Health

Place:  
Date:

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Dr. Carissa F. Etienne  
Director

Place:  
Date: