

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/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/WHO, pursuant to the authority vested in him by the PAHO Financial Regulations, and following the proposal of one of the Organization’s Member States, established the Strategic Fund for Strategic Public Health Supplies (hereinafter the “Fund”) in 1999;

That the Fund will help reduce the cost of strategic public health supplies (hereinafter “Supplies”) through significant savings derived from economies of scale and, will also contribute to ensuring that such Supplies are available in PAHO/WHO Member States;

That the Fund will also encourage PAHO/WHO Member States improve their planning capacity with respect to the use of Supplies, promoting the implementation of appropriate quality control procedures for such Supplies and, thus, broadening the scope of public health programs, and;

That the aforementioned Regional Revolving Fund has been established on behalf of all Member States of PAHO/WHO;

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.

Or, if no Basic Agreement was signed between PAHO and the COUNTRY:

The Convention on the Privileges and Immunities of the Specialized Agencies, adopted by the First World Health Assembly on 17 July 1948, and succeeded to by the Government of [COUNTRY], 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/WHO.

ARTICLE 3: COMMITMENTS OF THE GOVERNMENT

The obligations of the Government shall be as follows:

- a) Abide by the requirements set by PAHO/WHO for the operation of the aforementioned 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/WHO to the information necessary to meet the objectives of the present Agreement.

ARTICLE 4: COMMITMENTS OF PAHO/WHO

In accordance with its policies, rules and regulations, and considering the regional character of the Fund, PAHO/WHO 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/WHO;

ARTICLE 5: RESPONSIBILITIES TO THIRD PARTIES

The Government shall assume all responsibility for any suit or action filed by third parties against PAHO/WHO, 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/WHO agree that such claims or responsibilities are the result of gross negligence or omission by these experts, agents, or employees.

ARTICLE 6: FORCE MAJEURE

Neither Party shall be responsible for obligations arising out of this Letter of 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: AUDIT

An independent external auditor, named by the Governing Bodies of PAHO/WHO, shall conduct an audit of the resources administered by PAHO/WHO under this Agreement, pursuant to the regulations, procedures, and directives of PAHO/WHO.

ARTICLE 8: PRIVILEGES AND IMMUNITIES

All obligations assumed by PAHO/WHO under the present Agreement shall be strictly fulfilled pursuant to its standards and regulations. 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 9: 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 10: PERIOD OF THE AGREEMENT, 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 the present 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/WHO 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 [COUNTRY]

NAME
Minister of Health

Place:
Date:

FOR PAHO/WHO

Dr. Carissa F. Etienne
Director

Place:
Date:

TRIPARTITE AGREEMENT

ADDENDUM NO. 1 TO THE AGREEMENT BETWEEN THE GOVERNMENT OF _____ AND THE PAN AMERICAN HEALTH ORGANIZATION
FOR THE PARTICIPATION OF _____ IN THE REGIONAL
REVOLVING FUND FOR STRATEGIC PUBLIC HEALTH SUPPLIES

CONSIDERING:

That the Regional Revolving Fund for Strategic Public Health Supplies has been established on behalf of all Member States of PAHO/WHO;

That the Government of _____, represented by its Ministry of Health signed an Agreement with the Pan American Health Organization, Regional Office of the World Health Organization (“PAHO/WHO”) for Participation in the Regional Revolving Fund (“Agreement”) on _____;

That the [ENTITY], represented by _____, is interested in procuring strategic health supplies, has reviewed the terms and conditions of the Agreement, and wishes to participate in the Regional Revolving Fund;

NOW THEREFORE:

The Parties agree that the term “Government” referenced in the Agreement shall include not only the Ministry of Health, but also the [ENTITY], which agrees to be bound by the terms and conditions of the Agreement in order to participate in the Regional Revolving Fund.

FOR THE GOVERNMENT

Minister of Health

Place:

Date:

Entity

Place:

Date:

FOR PAHO/WHO

Carissa F. Etienne
Director