

**FRAMEWORK AGREEMENT FOR TECHNICAL COOPERATION**  
**between**  
**PARLAMERICAS**  
**and**  
**THE PAN AMERICAN HEALTH ORGANIZATION, REGIONAL OFFICE FOR THE**  
**AMERICAS OF THE WORLD HEALTH ORGANIZATION**  
**for**  
**STRENGTHENING THE LEGISLATIVE AGENDA ON HEALTH CHALLENGES AND**  
**PRIORITIES IN THE AMERICAS**

Between PARLAMERICAS, duly represented by Senator Ivan Flores, President, and the Pan American Health Organization, Regional Office for the Americas of the World Health Organization ("PAHO/WHO" or "PAHO"), represented by Dr. Jarbas Barbosa da Silva Jr., Director (each, a "Party" and, collectively, the "Parties"), this Framework Agreement is entered into subject to the following considerations and articles.

**CONSIDERING THAT:**

PARLAMERICAS is an inter-parliamentary organization that promotes the participation of parliaments in the Inter-American System, with a mission to strengthen parliamentary engagement in multilateral spaces, foster cooperative political dialogue and collaboration among parliaments on hemispheric issues, and support legislatures in fulfilling their democratic functions in service of all people throughout the Americas and the Caribbean. PARLAMERICAS is composed of the national legislatures of the thirty-five independent states of the Western Hemisphere.

PAHO is an international public health organization with over 120 years of experience dedicated to improving the health and living conditions of the peoples of the Americas. It is recognized as the specialized health agency of the Inter-American System and also serves as the Regional Office for the Western Hemisphere of the World Health Organization.

PAHO and PARLAMERICAS have maintained a technical dialogue aimed at strengthening interinstitutional collaboration to promote knowledge exchange and the creation of dialogue spaces on health challenges and priorities in the region.

PARLAMERICAS and PAHO seek to coordinate efforts to strengthen the legislative health agenda in the Americas, promoting the dissemination of evidence-based information, capacity building in parliaments, and the organization of joint initiatives for the analysis and discussion of public health policies.

THEREFORE, the Parties agree to enter this Framework Agreement.

### **Article 1: Purpose of the Framework Agreement**

The purpose of this Framework Agreement is to establish the general terms and conditions governing cooperation between PAHO and PARLAMERICAS to strengthen the legislative agenda on health-related challenges and priorities in the Americas and the Caribbean, by promoting exchange of information, dissemination of knowledge, and organization of dialogue spaces among parliamentarians and other key stakeholders.

### **Article 2: Specific Agreements**

For each specific program or project carried out under this Framework Agreement, including any transfer of funds or other resources to PAHO/WHO, PARLAMERICAS and PAHO shall sign a Specific Agreement referring to this Framework Agreement. The Specific Agreements shall include each Party's responsibilities, the duration of the Specific Agreement, a detailed budget including PAHO's indirect costs, sources of funding, a work plan and/or activity schedule, payment mechanisms, reports, and evaluation.

### **Article 3: Commitments of the Parties**

1. In accordance with its rules, policies, and procedures, PARLAMERICAS undertakes to:
  - a. Promote parliamentary participation in the Congress of the Health Committees of the Parliaments of the Americas organized by PAHO and support the dissemination of evidence-based PAHO health information and guidelines among parliamentarians.
  - b. Identify opportunities for technical knowledge related to public health issues to be incorporated into parliamentary activities being delivered by PARLAMERICAS, including by inviting PAHO to deliver expert presentations on specific health issues and on health perspectives at the intersection with other thematic areas such as climate change, security, and migration, among others.
  - c. Collaborate in the organization of meetings, webinars, and other events aimed at parliamentarians and other key stakeholders, with the objective of promoting debate and building consensus on public health policies in the region.
2. In accordance with its rules, regulations, policies, and procedures and subject to the availability of resources for this Framework Agreement, PAHO/WHO undertakes to:
  - a. Provide technical assistance to PARLAMERICAS in identifying and analyzing key health challenges and priorities in the region, including the development of technical inputs to strengthen the legislative agenda and policy development on these issues.

- b. Provide technical information to PARLAMERICAS on WHO and PAHO guidelines, recommendations, and programs on priority public health issues to support parliaments in making informed decisions.
- c. Collaborate in the organization of meetings, webinars, and other events aimed at parliamentarians and other key stakeholders, with the objective of promoting debate and building consensus on public health policies and priorities in the region.

#### **Article 4: Personnel**

The personnel assigned by each Party shall remain under the authority of their respective institution, maintaining their employment relationship with their own institution. This means that no legal employment relationship shall be established with the other Party, and in no case shall the other Party be considered a substitute employer.

#### **Article 5: Coordinators**

Until otherwise notified, the Parties designate the following individuals as their representatives to coordinate the activities carried out under this Framework Agreement:

For PARLAMERICAS: The ParlAmericas International Secretariat  
710-155 Queen Street, Ottawa, Ontario  
K1P 6L1, Canada

For PAHO/WHO: The Department of Social and Environmental Determinants for Health Equity, particularly the Regional Advisor for Health-Related Law.  
525 23<sup>rd</sup> ST NW,  
Washington, D.C. 20037  
United States of America

#### **Article 6: Evaluation and Meetings**

Subject to the availability of resources, the Parties shall:

- a. Conduct an evaluation of the activities resulting from this Framework Agreement.
- b. Hold a meeting at an agreed place and date to mutually agree on the terms of any technical evaluation.

#### **Article 7: Fund Management and Audit**

This Framework Agreement does not entail any financial obligations for the Parties, without prejudice to the Parties signing additional instruments to jointly execute projects and/or activities agreed upon by both Parties.

Each Party shall be responsible for fulfilling the obligations assumed in this Framework Agreement in accordance with its respective financial resources, including its respective standards and audit rules.

#### **Article 8: Information Dissemination and Use of Names and Logos**

Neither Party has the authority, express or implied, to make public statements on behalf of the other. All press releases issued in relation to this Framework Agreement or Specific Agreements must be approved in writing by the Parties before publication. Any materials developed under this Framework Agreement require the express written authorization of the Parties before dissemination, reproduction, or distribution.

Any use of the name and/or logo of the Parties must be previously approved in writing.

#### **Article 9: Disclosure and Publicity**

Subject to the provisions of Article 8 above, each Party may acknowledge the existence of this Framework Agreement. Any public disclosure regarding the collaboration between the Parties or activities carried out under this Framework Agreement shall require the prior written consent of the other Party, unless such disclosure is limited to a factual reference to the existence of this Framework Agreement and does not imply endorsement, sponsorship, or partnership beyond the terms of this Framework Agreement.

#### **Article 10: Intellectual Property**

For any materials, documents, or products jointly developed by PAHO and PARLAMERICAS under this Framework Agreement, both Parties shall hold joint intellectual property rights, including copyrights and any applicable patent rights. Each Party may use, reproduce, and distribute such jointly produced materials for non-commercial purposes without prior consent from the other Party, provided appropriate attribution is given. PAHO and PARLAMERICAS each retain the right to modify, adapt, or remove any part of the jointly produced materials for internal use or public dissemination, with the prior consent of the other Party.

Any materials, documents, or products developed independently by either PAHO or PARLAMERICAS without substantial contribution from the other Party shall remain the exclusive intellectual property of the originating organization. The other Party shall have no claim to ownership or rights over such individually produced materials unless otherwise agreed in writing.

#### **Article 11: Code of Conduct**

The Parties confirm their commitment to the highest ethical values, and each shall comply with their respective policies and ethical standards.

Due to the nature of this Framework Agreement and the neutral position of PAHO, it is explicitly stated that PAHO will not support any political agenda and will not accept any kind of discrimination.

#### **Article 12: Data Protection**

Each Party shall process personal data and information under their custody in accordance with its regulations, rules, directives, policies, and procedures regarding privacy and data protection, should personal data be processed under this Framework Agreement. For the purposes of this Framework Agreement, personal data is defined as any information, in any form, that relates to an identified or identifiable natural or legal person.

#### **Article 13: Force Majeure**

Neither Party shall be liable for obligations under this Framework Agreement that cannot be fulfilled, in whole or in part, due to force majeure including wars, natural disasters, civil or labor disturbances, or any other cause beyond the Parties' control.

#### **Article 14: Dispute Resolution**

1. PAHO and PARLAMERICAS shall make every effort to resolve or reconcile amicably any dispute, controversy, or claim arising from, or related to this Framework Agreement or Specific Agreements, including breach, termination, or invalidity of the Framework Agreement ("the Dispute"). Amicable resolution shall be initiated through a written request from one Party to the other for reconciliation under the UNCITRAL Conciliation Rules.
2. If a Dispute remains unresolved after at least sixty (60) days from receipt of the written request for amicable resolution, either Party may submit the Dispute to arbitration under the UNCITRAL Arbitration Rules in force at the time. The arbitral tribunal shall consist of a sole arbitrator. Unless PAHO and PARLAMERICAS agree on an arbitrator within one month of commencement of arbitration, the Secretary General of the Permanent Court of Arbitration shall appoint the arbitrator. The seat of arbitration shall be Geneva, Switzerland, and proceedings shall be conducted in Spanish. The arbitral tribunal shall apply, first and foremost, the terms of the Framework Agreement and, subsequently, general principles of international law. The tribunal is not authorized to grant punitive damages or damages for lost profit. Any arbitral award rendered will be final, binding on the Parties, and not subject to appeal in any national court.

#### **Article 15: Privileges and Immunities**

Nothing in this Framework Agreement or related to it shall be construed as a waiver, express or implied, of PAHO's privileges, immunities, or exemptions under International Law, treaties, international agreements, or the legislation of its Member States.

**Article 16: Duration, Amendment, and Termination**

This Framework Agreement shall enter into force on the date of the last signature below and shall remain valid for five (5) years.

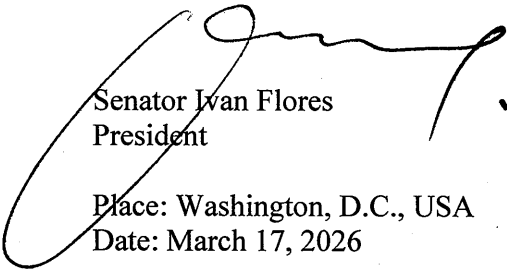
This Framework Agreement may be amended or extended by mutual written agreement of the Parties. Additionally, either Party may terminate the Framework Agreement by providing written notice at least sixty (60) days in advance.

The obligations undertaken by the Parties under this Framework Agreement shall extend beyond its expiration or termination as necessary to allow for the settlement of accounts, resolution of matters involving international personnel, fulfillment of commitments, and the departure of PAHO personnel, funds, and property from the country, as necessary.

**IN WITNESS WHEREOF**, the Parties, duly authorized for this purpose, sign this Framework Agreement in two (2) copies of equal tenor and validity, in the places and dates indicated below.

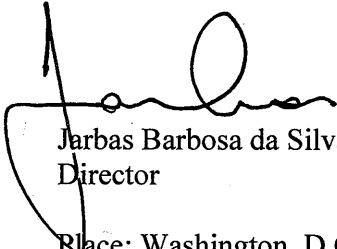
**FOR PARLAMERICAS**

**FOR THE PAN AMERICAN  
HEALTH ORGANIZATION/  
WORLD HEALTH  
ORGANIZATION**



Senator Ivan Flores  
President

Place: Washington, D.C., USA  
Date: March 17, 2026



Jarbas Barbosa da Silva Jr.  
Director

Place: Washington, D.C., USA  
Date: March 17, 2026