MEMORANDUM OF UNDERSTANDING between THE PAN AMERICAN HEALTH ORGANIZATION and

THE ASSOCIATION OF FORMER PAHO/WHO STAFF MEMBERS

This Memorandum of Understanding (MOU) is made and entered into by and between the Pan American Health Organization/Regional Office of the World Health Organization for the Americas (hereinafter referred to as "PAHO/WHO") and the Association of Former PAHO/WHO Staff Members (hereinafter referred to as "AFSM"), collectively referred to as "the Parties" in this MOU.

I. INTRODUCTION

WHEREAS PAHO/WHO is the oldest public health agency in the world with more than 120 years of experience working to improve the health of the peoples of the Americas by providing technical cooperation and mobilizing partnerships to improve health and quality of life. It serves as the specialized agency for health of the Inter-American System and as the Regional Office for the Americas of the World Health Organization;

WHEREAS AFSM was organized with the main objectives of responding to the needs and promoting the welfare of retired and former PAHO/WHO staff who have spent their productive years of life faithfully and proudly serving PAHO/WHO in various capacities and locations;

WHEREAS the Parties consider that the totality of knowledge, skills, and experience among AFSM members is a valuable resource for PAHO/WHO:

WHEREAS the Parties acknowledge the need of AFSM members for support and assistance from PAHO/WHO with regard to the UN Joint Staff Pension Fund (UNJSPF), After Service Health Insurance (ASH), the UN Group Life Plan, and personnel matters related to their previous PAHO/WHO employment;

THEREFORE, the Parties have entered into this MOU for the purpose of encouraging mutually beneficial collaboration between them, promoting welfare of AFSM members, and enhancing and strengthening partnership toward achieving their shared vision.

II. GUIDING PRINCIPLES

The Parties acknowledge that:

- 1. This MOU shall not be construed as creating any legal or financial rights or relationship between the Parties but is a statement of intent to foster the possibility of collaboration between the Parties and to identify the respective roles and intentions of each.
- 2. The objectives of AFSM are to promote and protect the rights and best interests of PAHO/WHO retired and former staff; serve as a center for information exchange and a support network for its members; foster and promote fellowship; and support, promote, and participate in PAHO/WHO programs and advocacies as appropriate.

III. PAHO/WHO

- 1. Under this MOU, PAHO/WHO intends to recognize and institutionalize the PAHO/WHO and AFSM partnership by:
 - a. designating a member of PAHO/WHO management at PAHO/WHO Headquarters in Washington, D.C., and professional staff in its Country Offices to serve as Focal Points for engagement with AFSM. PAHO/WHO Focal Points will work with AFSM to devise mechanisms to streamline communications and enhance information sharing between AFSM and PAHO/WHO and to facilitate actions and decisions that are of mutual interest to the Parties:
 - extending support to AFSM to enable it to perform its official functions and achieve its
 objectives by assigning office space and basic office equipment for AFSM's official
 use, and meeting facilities with IT support, when available; and
 - c. supporting AFSM in activities related to the health and well-being of its members, such as communicating changes in UNJSPF and SHI benefits and procedures and providing
 AFSM with up-to-date information concerning health threats and emergencies.
- Under this MOU, PAHO/WHO intends to acknowledge and harness the potential of AFSM members to contribute to PAHO/WHO's work by:
 - engaging and collaborating with AFSM and its members in PAHO/WHO programs and activities that may benefit from the support or participation of AFSM, such as with the UN Decade of Healthy Ageing; and

 considering the perspective of AFSM when addressing matters of direct relevance to AFSM's membership, including inviting AFSM to participate in relevant PAHO/WHO committees, meetings, conferences, and PAHO Governing Bodies sessions, when appropriate.

IV. AFSM

Under this MOU, AFSM intends to recognize and institutionalize the PAHO/WHO and AFSM partnership by:

- a. Working with PAHO/WHO Focal Points to devise mechanisms to streamline communications and enhance information sharing between AFSM and PAHO/WHO and facilitate actions and decisions that are of mutual interest to the Parties, including as they pertain to matters related to AFSM member benefits under the UNJSPF, ASHI, and the UN Group Life Plan;
- complying with PAHO/WHO regulations, rules, and policies pertaining to the entry on PAHO/WHO premises by AFSM members and invitees; and AFSM's use of PAHO/WHO assigned office space, basic office equipment, and PAHO/WHO meeting facilities;
- c. providing vital information to and collaborating with PAHO/WHO Focal Points to update the list of PAHO/WHO retirees and former staff members and their contact information:
- d. bringing to the attention of PAHO/WHO any information, concerns, or developments that may be of interest or relevant to Organization policy or decisions affecting AFSM members and other former PAHO/WHO staff; and
- e. supporting PAHO/WHO's work in the Region.

V. CONFIDENTIALITY

The Parties acknowledge that by virtue of entering into this MOU they may, at times, have access to confidential information regarding each other's operations. Both agree that they will not disclose confidential information or material without the consent of the other Party unless such disclosure is authorized by the other Party in writing. Confidential information will be handled by the Parties with the utmost discretion and judgment.

VI. PRIVILEGES AND IMMUNITIES

Nothing contained in this MOU shall be deemed a waiver, express or implied, of any immunity from suit, judicial process, confiscation, taxation, or any other immunity or privilege which PAHO/WHO may enjoy, whether pursuant to treaty, convention, law, order, or decree of an international or national character or otherwise, or in accordance with international customary law.

VII. TERM

This MOU is effective upon the date last signed and executed by the authorized representatives of the Parties and will remain in full force and effect until terminated, with or without cause, by either party upon 30 days' written notice.

VIII. AMENDMENT

Either party may request changes to this MOU. Such requests must be in writing. Any changes, modifications, revisions, or amendments to this MOU which are mutually agreed upon by the Parties will be incorporated by written instrument, and effective when executed and signed by the Parties.

PAN AMERICAN HEALTH ORGANIZATION/

WORLD HEALTH ORGANIZATION

Jarbas Barbosa da Silva Jr. Director

Date: 04 OCTOBRE 2024

ASSOCIATION OF FORMER PAHO/WHO STAFF MEMBERS

> Hernan Rosenberg President

Date: 40 tech 2024

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