

## AGREEMENT OF THE AMERICAS

This Interinstitutional Cooperation Framework Memorandum of Agreement (the “**Agreement**”) is entered into as of August 22, 2024 (the “**Effective Date**”)

### AMONG:

**THE LATIN AMERICAN PSYCHIATRIC ASSOCIATION (APAL),  
THE WORLD PSYCHIATRIC ASSOCIATION (WPA),  
THE WORLD ASSOCIATION ON DUAL DISORDERS (WADD),  
THE AMERICAN PSYCHIATRIC ASSOCIATION (APA),  
THE CANADIAN PSYCHIATRIC ASSOCIATION (CPA),  
THE AMERICAN SOCIETY OF HISPANIC PSYCHIATRY (ASHP),  
WARMI MENTAL HEALTH (PROMOTING MENTAL HEALTH FOR WOMEN),  
THE SPANISH SOCIETY ON DUAL DISORDERS (SEPD)**  
-and-  
**MEXICAN CONSORTIUM OF NEUROPSYCHOPHARMACOLOGY (MCNP)**

(each, a “**Party**” and collectively, the “**Parties**”).

### Considering:

- a. The importance of people’s mental health and quality of life in the sustainable development of the countries in the Americas;
- b. The need to promote international cooperation to solve the mental health challenges of the countries in the American continent;
- c. The shared commitment of the Parties to promote research, education, and dissemination of knowledge in the field of mental health; and
- d. The mutual interest in strengthening the pledge of collaboration among the Parties to optimize resources and enhance mental health initiatives;

this Agreement aims to establish a collaboration among the Parties to strengthen mental health in the American continent, through cooperation in areas of mutual interest, including research, continued education, prevention and treatment of mental disorders.

### **Article 1: Definitions**

1. In this Agreement, the following terms, in addition to the terms defined elsewhere in the Agreement, have the following meanings:
  - a. “**Confidential Information**” means any information identified by any Party (or a Party’s affiliate or Representative) as confidential or proprietary or which, under the

circumstances, ought to be treated as confidential or proprietary. Confidential Information includes non-public information relating to the disclosing Party's business, customers, employees, data, equipment, financial statements, Intellectual Property, inventory, strategies, products, suppliers, or trade secrets, regardless of the manner or means by which such information is disclosed or communicated. Confidential Information does not include information that: (i) entered the public domain without the receiving Party's or any of the receiving Party's Representatives' breach of any obligation owed to the disclosing Party; (ii) became known to the receiving Party from a source other than the disclosing Party other than by the breach of an obligation of confidentiality owed to the disclosing Party; or (iii) was independently developed by the receiving Party without reference to Confidential Information of the disclosing Party and such independent development is adequately documented. Notwithstanding anything to the contrary, all Personal Information is Confidential Information;

- b. **"Intellectual Property"** means trade or brand names, business names, trademarks, service marks, copyrights, patents, trade secrets, know-how, inventions, research data, drawings and designs, formulae, processes, technology and other intellectual, industrial or proprietary rights, together with all rights under licences and other agreements relating to any of the foregoing or which embody, emulate or employ any part of the foregoing;
- c. **"Personal Information"** means any personal information about an identifiable individual that is obtained by one Party from another Party during the performance of its obligations under this Agreement; and
- d. **"Representatives"** means a Party's directors, officers, employees, consultants, contractors, agents and advisers.

## **Article 2: Scope**

1. In consideration of the foregoing premises, the Parties agree to collaborate on matters of mutual interest in the areas of research, education and training, dissemination of knowledge, prevention and promotion, and/or promotion of integrated resources for the treatment of substance use and other mental disorders (i.e., dual disorders).
2. This may include:
  - a. Exchange of information and resources to promote scientific research in mental health, fostering the execution of multicentric studies and the publication of results.
  - b. Development of training programs and capacity building for mental health professionals, with emphasis on updates in the diagnosis and treatment of mental disorders.

- c. Organization of conferences, symposia and educational events to share and disseminate knowledge and advances in the mental health field.
  - d. Collaboration in the creation and dissemination of mental health literacy or advocacy campaigns, directed to the population abroad and specific groups.
3. Exchange of Resources. Such collaboration may involve the exchange of information, educational content, and/or technological and scientific resources with the purpose of enriching the activities and projects executed within the framework of this Agreement.
  4. Operational Committees. The Parties may establish operational committees formed by one or more Representatives of each of the Parties to coordinate and execute any joint activities settled in accordance with this Agreement.
  5. Financing. Each Party will be responsible for financing its own activities within the framework of this Agreement, although the Parties may opt to seek joint financing for specific projects.

### **Article 3: Term and Termination**

1. Term. This Agreement shall commence as of the Effective Date and shall continue for a period of three (3) years, unless terminated earlier in accordance with its terms (the "Term"). At the end of the Term, the Parties shall review the Agreement with a view to its continuation, amendment or termination.
2. Termination. The Parties may alter the scope of or terminate this Agreement upon giving at least thirty (30) days' prior written notice.
3. Obligations on Termination. Upon expiration or termination of this Agreement for any reason, each Party shall, upon request of the other Party, return all documents and material which contain the other Party's Confidential Information within a period of thirty (30) business days.
4. Survival. Upon expiration or termination of this Agreement, all provisions of this Agreement, which by their nature and surrounding circumstances reasonably should survive such expiration or termination, will survive expiration or termination of this Agreement.

### **Article 4. Intellectual Property Rights**

1. Trademark/Logo Use. Except as expressly provided in this Agreement or as required or permitted by law, no Party will use the trademark or logo of any other Party in any advertising, marketing, promotion, or disclosure relating to this Agreement or otherwise

without the prior written consent and appropriate license from the Party that owns the trademark or logo.

2. Reservation. Each Party retains all right, title and interest in and to all Intellectual Property owned, developed or licensed by it, which is not expressly referred to in this Agreement or any related agreement.

#### **Article 5. Privacy and Confidentiality**

1. Personal Information. The Parties do not anticipate sharing Personal Information as part of the Agreement. If, however, Personal Information is to be shared, then it will only be disclosed in non-identifiable and/or aggregated format. If, however, there is an error in disclosure of Personal Information, then each Party will promptly return any documents containing such Personal Information. Each Party will adhere to the provisions of privacy law in each jurisdiction the Parties operate.
2. Confidential Information. No Party to this Agreement will disclose another Party's Confidential Information to any third party, except as specifically permitted by this Agreement, by way of prior written consent, or as required by law. The receiving Party shall take reasonable security precautions, at least as great as the precautions it takes to protect its own confidential information but not less than the degree of care a reasonably prudent entity in the health care industry would take in each jurisdiction that Party operates. The receiving Party agrees to segregate the disclosing Party's Confidential Information from the confidential materials of third parties in order to prevent co-mingling.
3. Use of Confidential Information. The receiving Party shall not use, and shall cause its Representatives not to use, the disclosing Party's Confidential Information for any purpose other than pursuant to the terms and conditions of this Agreement. The receiving Party shall not use, and shall cause its Representatives not to use, the disclosing Party's Confidential Information in any way that is, directly or indirectly, detrimental to the disclosing Party.
4. Need-to-Know. The receiving Party may disclose the disclosing Party's Confidential Information to its Representatives on a need-to-know basis. The receiving Party shall maintain appropriate written agreements with such Representatives, sufficient to enable it to comply with all the provisions of this Agreement, and agrees to be responsible for any breach of this Agreement by any of its Representatives.
5. No Consent. The Parties have the right to generally disclose the existence of this Agreement.
6. Remedies. In the event of unauthorized access, collection, use, disclosure or disposal of Confidential Information, the Parties agree to: (a) immediately notify the other Parties, in

writing, of the unauthorized incident with full details; (b) provide regular and comprehensive updates about the unauthorized incident to the other Parties; and (c) immediately take all reasonable steps to respond and prevent a recurrence of the unauthorized incident.

#### **Article 6. General**

1. Independent Contractor. It is expressly agreed that each Party is and will remain an independent contractor of the other Parties. Subject to written Agreements which may be entered into under clause 6.3 which bind the Parties, under no circumstances will this Agreement be deemed to create any partnership, joint venture, association, syndicate, agency or employment relationship between a Party or its representatives and of another Party. No Party will have the authority to make any statements, representations or commitments of any kind, or to take any action or incur any liability, which will be binding on any other Party.
2. Force Majeure. Except as expressly provided otherwise in this Agreement, no Party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control that could or could not have been avoided by the exercise of reasonable foresight, including acts of war, acts of God, epidemics, pandemics, public health emergencies, earthquakes, floods, embargoes, riots, sabotage, terrorism or governmental act (not resulting from the actions or inactions of the Party relying on such failure or delay), provided that the Party affected by such failure or delay gives the other Parties prompt notice of such cause and uses reasonable efforts to promptly correct such failure or delay in performance.
3. Further Assurances. Each Party shall as reasonably required under the scope of this Agreement, promptly execute and deliver all further documents and take all further action reasonably necessary or appropriate to give effect to the provisions of this Agreement. This includes but is not limited to any documents or agreements under this Agreement which entail payment of fees or services-in-kind for projects undertaken.
4. Severability. If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provisions and all other provisions hereof shall, to the extent reasonably possible, continue in force and effect.
5. Waiver. Except as specifically provided for in this Agreement, a waiver by a Party of any rights or the failure to exercise any remedy will not operate or be construed as a continuing waiver of the same right or remedy or any of the other of such Party's rights or remedies.

6. Notice. Any notice or communication to be made by one Party to the others under this Agreement shall be in writing, in English, and shall be made by prepaid mail, overnight courier, personal delivery, or email (with confirmation of receipt) addressed to the other Parties as follows:

To APAL at:

Calle Santiago 401.  
Gazcue, Santo Domingo.  
República Dominicana.  
Attention: President  
Email: [presidencia.webapal@gmail.com](mailto:presidencia.webapal@gmail.com)

To WPA at:

Geneva University Psychiatric Hospital  
2 chemin du Petit-Bel-Air  
1226 Thônex / Geneva  
Attention: President  
Email: [danuta.wasserman@ki.se](mailto:danuta.wasserman@ki.se)

To WADD at:

Paseo de la Castellana 174.  
Madrid. España.  
CP 28046  
Attention: President  
Email: [nszermanb@gmail.com](mailto:nszermanb@gmail.com)

To APA at:

800 Maine Avenue, S.W., Suite 900  
Washington, DC, USA  
ZC 20024  
Attention: President  
Email: [contracts@psych.org](mailto:contracts@psych.org)

To CPA at:

141 Laurier Avenue West, Suite 701  
Ottawa ON K1P 5J3  
Canada  
Attention: President  
Email: [president@cpa-apc.org](mailto:president@cpa-apc.org)

To ASHP at:  
1280 Lexington Ave. FRNT 2  
New York, NY, USA  
ZC 10028  
Attention: President  
Email: [ashpsychiatry1@gmail.com](mailto:ashpsychiatry1@gmail.com)

To WARMI at:  
7709 Cornell Rd.  
Cincinnati, OH, USA  
45242  
Attention: President  
Email: [warmimentalhealth@gmail.com](mailto:warmimentalhealth@gmail.com)

To SEPD at:  
SEPD at:  
Paseo de la Castellana 174.  
Madrid. España.  
CP 28046  
Attention: Vice-president Pablo Vega  
Email: [pablovegaastudillo@gmail.com](mailto:pablovegaastudillo@gmail.com)

To MCNP at:  
Av. Larroque 1234. Col. Segunda Sección  
Mexicali, BC. México  
CP 2100  
Attention: Nancy Colimon CEO  
Email: [nccolimon@mcnpxmexico.org](mailto:nccolimon@mcnpxmexico.org)

Such notice or communication shall be deemed to have been received: (a) if sent by personal delivery on the date it was sent; or (b) email, upon confirmation of email receipts; or (c) if sent by overnight courier, on the next business day following delivery; or (d) if sent by prepaid mail, on the fifth (5th) business day following the date of mailing. Either Party may change its address for the purpose of this Section 6.6 by giving ten (10) business days prior written notice of such change to the other Party in the manner set out above.

7. Assignment. This Agreement enures to the benefit of and binds the Parties and each of their respective successors and permitted assigns. This Agreement may not be assigned to any other Third Party without the prior written consent of each Party, acting reasonably.
8. Entire Agreement; Amendment. This Agreement contains the entire understanding and agreement between the Parties and replaces any other previous oral or written discussions or negotiations between the Parties. This Agreement may only be

amended by written agreement signed by each Party.

9. Counterparts. This Agreement may be executed and delivered by the Parties in one or more counterparts, each of which will be an original, and each of which may be delivered by email or other functionally equivalent electronic means of transmission and those counterparts will together constitute one and the same instrument.

#### **Article 7. Governing Law and Dispute Resolution**

1. General Resolution Mechanism. For all disputes arising under this Agreement, the Parties will first seek resolution through direct good faith negotiations. Should these efforts fail, the dispute resolution process will proceed as described below.
2. Resolution of Disputes not Involving the APA.
  - a. If a dispute does not directly involve APA, and cannot be resolved through good faith negotiation within thirty (30) days, the dispute shall be settled by arbitration administered by the International Centre for Dispute Resolution (ICDR) in accordance with its International Arbitration Rules.
  - b. The seat of the arbitration shall be in a neutral location, to be mutually agreed upon by the direct disputing parties. If no agreement can be reached, the seat of arbitration shall default to a neutral jurisdiction with a well-established legal framework for international arbitration.
  - c. Hearings may take place virtually or in a location agreed upon by the direct disputing parties or as determined by the arbitrator(s). The arbitration proceedings shall be conducted in English, unless otherwise agreed by the direct disputing parties.
3. Resolution of Disputes Involving the APA. For disputes that directly involve the APA that cannot be resolved, the laws of the District of Columbia and of the United States, excluding any conflict of interest rules that would apply the laws of another jurisdiction, shall apply to resolve the dispute and any dispute will be brought only in the courts of the District of Columbia.
4. Judicial Proceedings.
  - a. Any dispute that necessitates judicial intervention and involves the APA shall be brought only in the courts of the District of Columbia.
  - b. In the event that a judicial proceeding is permissible under the terms of this Agreement, and does not directly involve the APA, the parties may initiate legal action in a court of competent jurisdiction in the neutral seat of arbitration as previously agreed upon or determined.



**Article 8. Independent Decision-Making**

Each party to this Agreement has the right to evaluate individual activities proposed hereunder to determine whether to participate and the degree to which participation is desirable in a given project. Nothing in this Agreement shall be construed to require participation in any particular endeavor hereunder, and each party may on a case-by-case basis elect to participate or not and to determine the degree and extent of their participation.

In witness whereof, each Party, through its authorized officers, have executed this Agreement as of the Effective Date.

**ASOCIACIÓN DE PSIQUIATRAS DE AMERICA LATINA (APAL)**



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Marisol Taveras Ulerio, MD  
President

**ASOCIACIÓN DE PSIQUIATRAS DE AMERICA LATINA (APAL)**



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Santiago Levin, MD  
President elect

**WORLD PSYCHIATRIC ASSOCIATION**

*Danuta Wasserman*

Danuta Wasserman (Aug 31, 2024 16:45 GMT+2)

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Danuta Wasserman, MD  
President

**WORLD ASSOCIATION OF DUAL DISORDERS**

*Nestor Szerman*

Nestor Szerman (Sep 2, 2024 11:01 GMT+2)

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Nestor Szerman, MD  
President

**AMERICAN PSYCHIATRIC ASSOCIATION**

*R. Viswanathan*

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Ramaswamy Viswanathan, MD, DrMedSc  
President Elect

**AMERICAN PSYCHIATRIC ASSOCIATION**

*Marketa Wills, MD, MBA, FAPA*

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Marketa Wills, MD, MBA, FAPA  
Medical Director and CEO

**CANADIAN PSYCHIATRIC ASSOCIATION**

*Hygiea Casiano*

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Hygiea Casiano, MD,  
FRCPC President

**AMERICAN SOCIETY OF HISPANIC PSYCHIATRY**

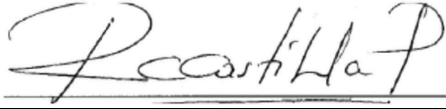
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Juan Gallego, MD  
President

**WARMI ORGANIZATION FOR THE EMPOWERMENT OF WOMEN**



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Ruby Castilla, MD  
President

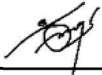
**SPANISH SOCIETY ON DUAL DISORDERS**



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Pablo Vega, MD  
Vice-president

**MEXICAN CONSORTIUM OF NEUROPSYCHOPHARMACOLOGY**



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Bernardo Ng, MD  
President