

### **Acuerdos Bilaterales**

**Clasificación:** 36-2001

**Fecha de Ingreso:** 4 de mayo de 2001

**Nombre de Acuerdo:** Cooperation Agreement between the General Secretariat of the Organization of American States through the Inter-American Agency for Cooperation and Development and Microsoft Corporation

**Materia:** Relaciones generales de cooperación

**Partes:** GS/OAS & Microsoft Corporation

**Referencia:** MC

**Fecha de Firma:** 27 de marzo de 2001

**Fecha de Inicio:** 27 de marzo de 2001

**Fecha de Terminación:** Indefinido

**Lugar de Firma:** Redmond, Washington & Washington, D.C.

**Unidad Encargada:** Agencia Interamericana para la Cooperación y el Desarrollo

**Persona Encargada:** Ronald Scheman

**Original:**

**Claves:**

**Cierre del proceso:**



**COOPERATION AGREEMENT BETWEEN THE  
GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES THROUGH  
THE INTER-AMERICAN AGENCY  
FOR COOPERATION AND DEVELOPMENT  
AND  
MICROSOFT CORPORATION**

**COOPERATION AGREEMENT BETWEEN THE  
GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES THROUGH  
THE INTER-AMERICAN AGENCY  
FOR COOPERATION AND DEVELOPMENT  
AND  
MICROSOFT CORPORATION**

The Parties to the present Agreement, the General Secretariat of the Organization of American States ("GS/OAS") through the Inter-American Agency for Cooperation and Development ("IACD"), and Microsoft Corporation;

Recalling that the Organization of American States ("OAS") established the IACD as an entity for the promotion, coordination, management, and facilitation of the planning and execution of partnership for development projects, programs and activities within the framework of the Strategic Plan for Partnership of its Inter-American Council for Integral Development ("CIDI");

Considering that the IACD's central mission, as established in its Business Plan, is to help OAS Member States "accelerate their development through the application of technical cooperation and training, with special emphasis on cooperation among the Latin American and Caribbean nations;"

Taking into account that the IACD's objective is to become a leading supplier of technical cooperation and training in the region to accelerate the pace of economic development and to address the issues of poverty reduction and social imbalances, and that it seeks to achieve that mandate by developing projects that attract private sector experience and financing so as to expand beyond traditional grants and thus leverage available project funding;

Recognizing that IACD's success depends, in part, on its ability to work with a global institution, or institutions, that have formed close and important regional and local relationships and which can assist in new development programs;

Taking into account that Microsoft Corporation is a widely held public company, duly incorporated and validly existing under the laws of the State of Washington, which as one of the leaders in the software industry, supports initiatives for the development and use of technology by communities in the areas of education, information, modernization and culture;

Have agreed as follows:

**ARTICLE I**

Purpose

- 1.1 The purpose of this Agreement is to establish a mechanism of general and special cooperation for coordinating the activities of the Parties to strengthen education in the Americas through the application of information technology, as well as other areas that shall be mutually agreed upon and based on programs approved by the OAS General Assembly, CIDI and the IACD.

## ARTICLE II

### Information and Cooperation

- 2.1 The Parties shall regularly inform each other of activities of mutual interest, and shall maintain close cooperation in regard to matters of common interest as described in Article III of this Agreement. The Parties shall also establish special relations to coordinate or carry out joint activities as described in Articles IV and V.

## ARTICLE III

### Responsibilities of the Parties

- 3.1 Microsoft Corporation shall:
- a. Collaborate with the IACD in the design and development of socio-educational, economic and cultural initiatives that promote access to knowledge and learning through the use of information technology, particularly for those in low-income populations and remote communities of the Americas. Initiatives may include the Educational Portal of the Americas, e-government academies; IACD website, electronic fellowship system, a specialized network to link the national libraries of the Americas; a clearinghouse of offers and demands of cooperation services in the Hemisphere; as well as others that may be mutually agreed upon.
  - b. Support the IACD in the application of software to various initiatives to develop educational programs through the use of information technology;
  - c. Advise the IACD on the application of information technology for modernizing the educational and governmental systems of the Hemisphere, as well as on other matters within the scope of this Agreement;
  - d. Send to IACD a copy of the applicable laws of the United States and the State of Washington (including any amendments thereto when adopted) and the policies governing Microsoft Corporation's operations as they may relate to the common objectives of the Parties and the implementation of this Agreement and subsequent agreements between the Parties; and
  - e. Present to IACD, before December 15 of each year, an Annual Report describing: (1) the activities carried out under this Agreement during the previous year; (2) the activities it proposes to carry out during the current year; and (3) a current list of its executive officers and of its affiliated centers or institutions in the member states of the Organization.
- 3.2 The IACD shall:
- a. Collaborate with Microsoft Corporation in the design and development of social, economic and cultural initiatives that promote access to knowledge and learning through the use of information technology.

- b. Provide advisory services requested by Microsoft Corporation on social, economic and/or cultural issues in the OAS member states related to the programs approved by the Inter-American Council for Integral Development ("CID") and the OAS General Assembly;
- c. Inform Microsoft Corporation of IACD programs under development in areas of mutual interest, in particular those related to providing access to information, and consider Microsoft's participation in them;
- d. Invite representatives of Microsoft Corporation to technical meetings of IACD/OAS bodies, to the extent permitted under their rules, when matters regarding information technology to be discussed and/or when Microsoft Corporation expresses its interest in participating in any of such meetings; and
- e. Consider Microsoft Corporation's written observations on matters of common interest.

## **ARTICLE IV**

### Scope of Special Cooperative Relations

- 4.1 The Parties may develop special cooperative relations in areas of common interest including, but not limited to, the following:
  - a. The development and implementation of joint projects for improving access to knowledge and learning through information technology;
  - b. The exchange of bibliographical and multimedia materials and access to data bases and general information related to joint projects;
  - c. The exchange of documents and specific information concerning all projected activities and all programs for work that may be of interest to both institutions;
  - d. The exchange of technical professional personnel and specialized information between Microsoft Corporation and the IACD for specific activities;
  - e. Joint professional meetings on matters of common interest; and
  - f. Joint training and research facilities for the use of the parties.

## **ARTICLE V**

### Identification and Implementation of Joint Projects and Activities

- 5.1 Within three months after the signing of this Agreement and by January 31<sup>st</sup> of each year thereafter that this Agreement is in force, each Party shall present in writing to the other a document setting out a "Working Program" for the calendar year in progress.

- 5.2 Each Party's Working Program shall contain proposals for the joint implementation of projects or activities of mutual interest.
- 5.3 Once it is jointly decided by the parties which of the projects and activities in the Working Program are to be implemented, and the necessary funding and authorizations have been obtained, the parties, shall enter into project-specific or activity-specific Memoranda of Understanding ("MOU") setting out the terms and conditions governing each such project and activity. Each MOU shall specify in detail the mutual responsibilities and obligations of the Parties, including, but not limited to, the nature and amount of the financial commitment undertaken by each of them.
- 5.4 The rights and responsibilities of the Parties in publications resulting from a specific joint project of activity shall be established in the corresponding MOU or in a separate agreement between them, as it may be mutually agreed upon by the parties.

## **ARTICLE VI**

### Budgetary Limitations

- 6.1 The financial obligations incurred by IACD as a result of this Agreement are subject to the availability of assigned resources from funds managed by the IACD Executive Secretariat as approved by the IACD or its corresponding political organ, or in the case of specific funds, as permitted under the specific terms governing appropriations from those funds. Nothing in this Agreement shall limit the authority of those organs to adopt, modify, or amend the IACD Program Budget, in accordance with the financial realities of the General Secretariat, the IACD, and of the OAS member states. The financial obligations incurred by Microsoft Corporation as a result of this Agreement are subject to the availability of assigned resources from funds managed by Microsoft Corporation, as approved by its Board of Directors according to its internal regulations.

## **ARTICLE VII**

### Dispute Resolution

- 7.1 The Parties shall attempt to resolve amicably any disputes arising out of this Agreement. In the event that proves impossible, the Parties shall resolve their differences by binding arbitration in accordance with the procedures of the Inter-American Commercial Arbitration Commission, in Washington, D.C.
- 7.2 Nothing expressly stated or implied in this Agreement is to operate as a waiver of the privileges and immunities of the OAS, GS/OAS, IACD or its personnel under the laws of the United States, the State of Washington, or under International law.
- 7.3 Nothing expressly stated or implied in this Agreement is to operate as a waiver of the privileges and immunities of Microsoft Corporation or its personnel under the laws and regulations of the State of Washington, the United States, or under International law.

## ARTICLE VIII

### Term, Modification and Termination

- 8.1 This Agreement may be modified by written articles of amendment or an exchange of letters signed by the duly authorized Representatives of both Parties, dated, and attached hereto.
- 8.2 This Agreement shall enter into force from the date upon which it is signed by both Parties. It shall remain in force until either Party notifies the other in writing that it does not wish to continue the Agreement.
- 8.3 Either Party may terminate this Agreement by giving sixty calendar days prior written notice to the other.
- 8.4 The termination of this Agreement shall not affect the specific projects and activities then in progress and properly funded unless the corresponding MOU provides the contrary.

## ARTICLE IX

### Institutional Coordination and Notice

- 9.1 The institution within GS/OAS responsible for carrying out and coordinating GS/OAS obligations under this Agreement is the Executive Secretariat of the Inter-American Agency for Cooperation and Development. All notices for GS/OAS in relation to this Agreement should be sent to:

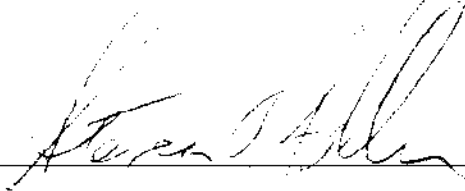
The Director General  
Inter-American Agency for Cooperation and Development  
General Secretariat of the Organization of American States  
1889 F Street, NW  
Washington, D.C. 20006  
Tel: 202 458 3783  
Fax: 202 458 3526

- 9.2 The institution within Microsoft Corporation responsible for carrying out and coordinating its obligations under this Agreement is Microsoft Latin America. All notices for Microsoft Corporation in relation to this Agreement should be sent to:

Microsoft Latin America RHQ  
899 W Cypress Creek Road  
Suite 400  
Fort Lauderdale, FL 33309  
Tel: (954) 489-4800  
Fax: (954) 489-1616

- 9.3 Either Party may change the person designated to receive notice hereunder by so notifying the other in writing.

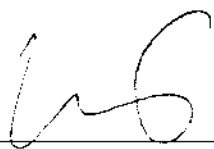
In Witness Whereof, the duly authorized representatives of the Parties hereby subscribe to this Agreement, in duplicate originals, in the places and on the dates indicated below.



**Steve Ballmer,  
Chief Executive Officer**

Richmond, VA  
Place

March 27, 2001  
Date



**César Gaviria,  
Secretary General**

Washington, DC  
Place

March 27, 2001  
Date



**Bill Gates,  
Chairman and  
Chief Software Architect**

Richmond, VA  
Place

March 27, 2001  
Date



**L. Ronald Scheman,  
Director General, IACD**

Washington, DC  
Place

April 23, 2001  
Date

FOR MICROSOFT CORPORATION

FOR THE GENERAL SECRETARIAT OF  
THE ORGANIZATION OF  
AMERICAN STATES

