

ACUERDOS BILATERALES

Clasificación: 10-2014

Fecha de Ingreso: Marzo 26, 2014

Nombre del Acuerdo: Agreement between the General Secretariat of the Organization of American States and Universiteit Antwerpen

Materia: General terms and conditions for cooperation activities to strengthen education and human development in the Americas

Partes: SG/ Universiteit Antwerpen

Referencia: Universiteit Antwerpen

Fecha de Firma: February 19, 2014

Fecha de Inicio

Fecha de Terminación

Lugar de Firma: Washington D.C.

Unidad Encargada: Department of Human Development, Education and Employment

Persona Encargada:

Original

Claves

Cierres del proceso

COOPERATION AGREEMENT

BETWEEN

The General Secretariat of the Organization of American States, a public international organization, with headquarters at 1889 F. St. N.W., Washington, D.C., 20006, through its Department of Human Development, Education and Employment represented by Maria Levens, Director of the Department
Hereinafter "GS/OAS"

and

Universiteit Antwerpen, a public institution with legal personality, with registered offices at Prinsstraat 13, 2000 Antwerpen, duly represented by Prof. Dr. Alain Verschoren, Rector, who entrusts the execution of this Agreement to Tom De Herdt in his capacity as chairman of the Institute of Development Policy and Management,
Hereinafter "UA"

Hereinafter jointly referred to as the "Parties".

CONSIDERING:

That an essential purpose of the Organization of American States is to promote by cooperative action the economic, social, and cultural development of its member states in accordance with Article 2(f) of the Charter;

That the GS/OAS is the central and permanent organ of the Organization of American States and is authorized to carry out relations of cooperation in accordance with Article 112(h) of the Charter and OAS General Assembly Resolution AG/RES. 57 (I-O/71);

That the principal goal of the OAS Strategic Plan for Partnership for Integral Development 2006-2009, approved through AG/RES. 2201 (XXXVI-O/06)¹, is "to support member states in their efforts to reduce poverty and inequality, to provide equality of opportunities and to eradicate extreme poverty through capacity building of human resources and strengthening of institutions"

That at the Sixth Summit of the Americas held in Cartagena de Indias, Colombia on April 14-15, 2012, the Heads of State and Government of the Americas resolved: to promote improvement in the quality of education at all levels using, inter alia, the modality of distance learning; to foster greater international exchange of students, in order to provide them with the greatest possible learning opportunities; and to promote economic growth with equity and social inclusion by strengthening micro, small and medium-sized enterprises, including cultural industries;

¹ The term of the Strategic Plan has been extended successively until December 31, 2013 through AG/RES. 2474 (XXXIX-O/09), AG/RES. 2583 (XL-O/10), AG/RES. 2641 (XLI-O/11), and AG/RES. 2741 (XLII-O/12).

That one of the objectives of IOB is to teach, undertake scientific research and provide service to the community in the area of economic, political and social aspects of development policy and management. IOB strives towards reciprocal capacity-building through joint activities with academic and other partners in the South in the areas of education, research and service to the community.

That the IOB and the OAS share a common purpose in creating international development opportunities and connecting people across borders; That the IOB and the OAS are convinced of the importance of the creation of mechanisms for human and institutional capacity strengthening;

That desiring to establish a mutually beneficial partnership, the Parties have reached the following understanding.

Article I Definitions

In this Agreement, the words and expressions below shall have the following meaning:

Confidential Information: shall have the meaning set forth in article 8 of this Agreement.

ARTICLE II OBJECTIVES

This Agreement will provide a framework for friendly and effective cooperation between the Parties in areas of mutual interest with the purpose of strengthening education and human development in the Americas through the design and development of actions, projects and programs.

ARTICLE III SPECIAL COOPERATION RELATIONS

3.1. The Parties shall give consideration to developing special cooperation relations in areas of common interest through supplementary agreements, memoranda of understanding or an exchange of letters in accordance with Article 6.3 of this Agreement which may include areas such as:

- a. **Technical Cooperation**
 - i. Technical support to governments to improve their educational systems, to seek best practices for the most vulnerable communities and support their educational challenges.
 - ii. Promote dialogue on educational policy & good practices
- b. **Capacity Strengthening**
 - i. Capacity-building for quality education and skills training
 - ii. Connect experts & institutions through networking & partnerships.
 - iii. Train educators for all types and levels of education.
 - iv. Provide access to higher education through financing to minorities and low income population.

- v. Bridge the digital gap through innovative technologically supported education.
- vi. Provide virtual training and improved use of ICTs and social media

3.2 Any supplementary agreements, memoranda of understanding or letters of agreement entered into pursuant to Article 4.3 below, shall be governed by the terms of this Agreement, unless the Parties expressly provide otherwise in those instruments.

ARTICLE IV

IDENTIFICATION AND IMPLEMENTATION OF PROGRAMS, PROJECTS, AND/OR JOINT ACTIVITIES

4.1. Within two months after the signing of this Agreement, and thereafter before the 31st day of January of each year, the Parties shall prepare a joint-document containing their work program for the current calendar year in relation to the subject matter of this Agreement.

4.2. The work programs referred to in subsection 4.1 shall contain proposals for the joint implementation of programs, projects and/or activities of common interest, in accordance with Article 4.3 of this Agreement.

4.3. Once the Parties have determined what programs, projects and/or activities are to be implemented and the corresponding authorizations and funds have been obtained, the Parties shall conclude a supplementary agreement, memorandum of understanding or exchange of letters containing the applicable conditions for each program, project and/or activity. Each such supplementary agreement, memorandum of understanding or exchange of letters shall be signed by the duly authorized representatives of the parties and should specify in detail, the following:

- a. The agreed-upon program, project and/or activity;
- b. The objectives sought;
- c. The dependencies of each of the Parties that will execute the program, project and/or activity;
- d. The work plan: stages, planning and chronology of development;
- e. The budget and the human and material resources required by the program, project and/or activity, specifying the financial responsibilities and contributions of each Party (indicating the nature and the amount), the schedule of the contributions and, as required, the property of the material resources that are acquired;
- f. A provision relating to the coordination, notification and follow-up of the program, project and/or activity; and
- g. A provision acknowledging this Agreement as the programmatic and juridical framework for the program, project or activity.

**ARTICLE V
FINANCIAL PROVISIONS**

Without prejudice to what the Parties may provide in the supplementary agreements, memoranda of understanding and/or exchange of letters entered into pursuant to this Agreement for the joint implementation of programs, projects and/or activities, this Agreement in and of itself does not create obligations of a financial nature for either of the Parties.

**ARTICLE VI
COORDINATION AND NOTICE**

6.1. Within the GS/OAS, the dependency responsible for coordinating GS/OAS activities under this Agreement is the Department of Human Development, Education, and Employment, and the Coordinator is its Director, Mrs. Marie Levens. Notifications and communications should be directed to the Coordinator at the following street address, fax and electronic mail:

General Secretariat of the OAS
Mrs. Marie Levens, Director, Department of Human Development, Education, and
Employment
1889 F Street, NW
Washington, DC 20006
United States of America
Tel.: (+1-202) 370-9132
Fax: (+1-202) 458-3897
Electronic Mail: mlevens@oas.org

6.2 Within the IOB, the dependency responsible for coordinating GS/OAS activities under this Agreement is the IOB, and the Coordinator is Tom De Herdt. Notifications and communications should be directed to the Coordinator at the following street address, fax and electronic mail:

Institute of Development Policy and Management
Prof. dr. Tom De Herdt
Lange Sint-Annastraat 7
2000 Antwerp
Belgium
Tel: (+32) 3 265 54 26
Fax: (+32) 3 265 57 71
tom.deherdt@ua.ac.be

6.3 All communications and notifications under this Agreement will be validly made only when they are sent by mail, facsimile, or electronic mail addressed to the Coordinators whose names are set out in Articles 6.1 and 6.2, above. When the communications and notifications are transmitted by electronic mail, they shall be valid when they are sent directly from the electronic address of the Coordinator of one of the Parties to the electronic address of the Coordinator of the other.

6.4 Either Party may change the responsible dependency, the designated Coordinator, the address, telephone, fax or electronic mail indicated by notifying the other Party in writing.

ARTICLE VII PRIVILEGES AND IMMUNITIES

7.1. Nothing in this Agreement constitutes an express or implied waiver of the privileges and immunities of the OAS, the GS/OAS, their personnel, and their assets, in accordance with the OAS Charter, relevant agreements, applicable national law, or the general principles and practices of international law.

ARTICLE VIII CONFIDENTIAL INFORMATION

8.1. All information which is marked as "confidential" or "proprietary" shall be Confidential Information and shall have a secret and confidential nature. Orally disclosed information shall not be considered as Confidential Information, unless it is reduced in writing and marked as "confidential" within thirty (30) days after its disclosure. Information which is not identified as "confidential" or "proprietary" shall nevertheless be treated as Confidential Information, if the receiving Party knows or should reasonably be expected to know about the secret and confidential nature of such information. In the case of materials which cannot be themselves marked, then such materials shall be accompanied by a written statement clearly describing the materials in question and identifying them as being "Confidential".

8.2. The receiving Party accepts the disclosing Party's Confidential Information with the sole objective of the execution of the Agreement ("Purpose"). The receiving Party shall not (i) use the disclosing Party's Confidential Information for any purpose other than the Purpose, (ii) nor publish or disclose the disclosing Party's Confidential Information to any third party without the written prior consent of the disclosing Party.

8.3. The confidentiality obligation as set out in Article 8.1. of this Agreement shall remain valid for the duration of this Agreement until three (3) years after the termination of this Agreement.

ARTICLE IX DISPUTE RESOLUTION

9.1. Any dispute or complaint that may arise in conjunction with the application or interpretation of this Agreement, or supplementary agreements, memoranda of understanding or exchange of letters pursuant to Article 4.3, above, shall be settled by direct negotiations between the Parties. If a solution satisfactory to both Parties cannot be reached, then the Parties shall submit their differences to arbitration pursuant to the Arbitration Rules of the United Nations Commission on International Trade Law ("UNCITRAL"). The place of arbitration shall be Washington D.C, U.S.A. The language in the proceedings shall be English unless the Parties agree otherwise. The three arbitrators or, as the case may be, the one arbitrator shall decide the dispute

as *amiable compositeur* or *ex aequo et bono*. The arbitrator's decision shall be final, binding and not subject to appeal.

9.2 The law applicable to the arbitration proceedings and to this Agreement shall be the law of the District of Columbia, USA.

ARTICLE X GENERAL PROVISIONS

10.1. The Parties agree to observe the highest ethical standards and administrative transparency in all actions and activities related to this Agreement. In addition, the GS/OAS, to the extent applicable and without prejudice to its privileges and immunities referred to in article 7.1, and the IOB agree to comply with the provisions of the Inter-American Convention Against Corruption, the United Nations Convention on the Rights of the Child, and the applicable norms of the country in which the programs, project and/or activities are executed in accordance with Article 4.3. Failure to comply with this provision shall constitute grounds for anticipatory termination of this Agreement, pursuant to Article 10.4.

10.2 Modifications to this Agreement may only be made by mutual agreement in writing by the duly authorized representatives of the Parties. The instruments in which the modifications are set out shall be attached as annexes to this Agreement and shall form part of it.

10.3. This Agreement shall enter into force upon signature by the duly authorized representatives of the Parties and shall remain in force in accordance with article 10.4.

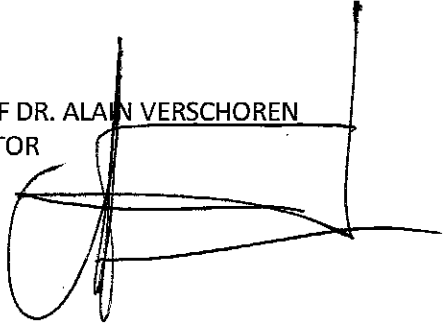
10.4 This Agreement may be terminated by mutual consent or by either of the Parties by written notice from one to the other with not less than thirty days notice. Notwithstanding the termination of this Agreement, the supplementary agreements, memoranda of understanding and letters referred to in Article 4.3 that the Parties have signed and that have been duly financed shall be continued to completion unless the Parties mutually decide otherwise.

10.5. Articles VII ,VIII, IX, and X shall survive the expiry or the termination of this Agreement.

IN WITNESS WHEREOF, the undersigned, being duly authorized, have signed this Agreement in duplicate on the date and at the place indicated below:

FOR THE UNIVERSITEIT VAN ANTWERPEN

PROF DR. ALAIN VERSCHOREN
RECTOR



FOR THE INSTITUTE OF DEVELOPMENT
POLICY AND MANAGEMENT

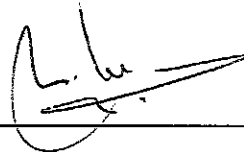


Tom De Herdt
Chairman
Institute of Development Policy
and Management (IOB)

Place: Antwerp, Belgium

Date: 01, 2014

FOR THE GENERAL SECRETARIAT OF THE
ORGANIZATION OF AMERICAN STATES:



Maria Levens
Director of the Department of Human
Development, Education and Employment
Organization of American States

Place: Washington, DC

Date: ..., 2014

19/Feb/14

IOC APPROVED