

**ACUERDOS BILATERALES/BILATERAL AGREEMENT/ACORDOS
BILATERAIS/ACCORDS BILATERAUX**

Clasificación: 20-2023

Fecha de Ingreso: 27 de julio, 2023

Nombre del Acuerdo: Cooperation Agreement between the General Secretariat of the Organization of American States and the Nasdaq Entrepreneurial Center.

Materia:

Partes: SG / Nasdaq Entrepreneurial Center.

Referencia: Nasdaq Entrepreneurial Center.

Fecha de Firma: March 28, 2023

Fecha de Inicio:

Fecha de Terminación:

Lugar de Firma: Washington, D.C, USA

Unidad Encargada: Executive Secretary for Integral Development GS/OAS

Persona Encargada:

Cierre del Proceso:

Notas Adicionales/ Additional Notes/Notes Supplémentaires/Notas Adicionais:

**COOPERATION AGREEMENT
BETWEEN
THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES
AND
THE NASDAQ ENTREPRENEURIAL CENTER**

THE PARTIES TO THIS AGREEMENT, the General Secretariat of the Organization of American States (hereinafter "GS/OAS") a public international organization, with headquarters at 1889 F. St. N.W., Washington, D.C., 20006, represented by Kim Osborne, Executive Secretary of the Executive Secretariat for Integral Development (hereinafter SEDI), and the Nasdaq Entrepreneurial Center (hereinafter "the Center"), an independent, non-profit organization committed to advancing entrepreneurial education worldwide for every stage, industry, and background, located at 505 Howard St, Suite 100, San Francisco, CA 94105, and represented by Nicola Corzine, Executive Director,

CONSIDERING:

That the GS/OAS, through the SEDI, promotes inclusive economic growth, competitiveness, and innovation in Member States of the Organization of American States (OAS) by providing support to high – level policy dialogues and institutional capacity building;

That the SEDI was instructed through OAS General Assembly Resolution AG/RES. 2816 (XLIV-O/14), ADVANCING HEMISPHERIC INITIATIVES ON INTEGRAL DEVELOPMENT, "to continue to give support to all efforts by member states aimed at promoting the creation, productivity, competitiveness, innovation and internationalization of micro, small, and medium-sized enterprises (MSMEs), as well as cooperatives and other production units, by strengthening the institutional framework that supports them and facilitating wider access to seed capital, so as to contribute to economic growth, job creation, and poverty alleviation, especially among at risk youth and other vulnerable populations in the countries of the Hemisphere";

That the Center, established in 2014 with support from the Nasdaq Educational Foundation, serves entrepreneurs from around the world through events, education, and mentorship support;

That the Parties share an ongoing commitment to advancing inclusive growth and prosperity through entrepreneurial support; and

That the GS/OAS is the central and permanent organ of the OAS 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);

HAVE AGREED to enter into this AGREEMENT.

ARTICLE I PURPOSE

- 1.1 The purpose of this AGREEMENT is to establish a framework for cooperation mechanisms between the Parties.

ARTICLE II AREAS OF COOPERATION

- 2.1 The Parties agree to join efforts and collaborate to promote MSME growth and innovation in the Latin American and Caribbean (LAC) region through support for the Small Business Development Centers (SBDC) Programme, the Women's Economic Empowerment programme and other relevant programmes and initiatives undertaken by the SEDI in the execution of its work. The objectives of the collaboration are as follows:
- 2.1.1 Fostering the entrepreneurial mindset and skills among students and young persons from the LAC region to transform them into the next generation of innovators and business leaders;
 - 2.1.2 Developing opportunities for training and exchanges between SBDCs, of entrepreneurs, affiliated students and staff of MSME support agencies;
 - 2.1.3 Providing leadership and training for women entrepreneurs and business owners to build the skills and capacity to start and expand their businesses;
 - 2.1.4 Bolstering mentoring relationships and other connections within and among networks for MSMEs and women entrepreneurs and support partnerships with similar networks in the United States; and
 - 2.1.5 Addressing major impediments to access to capital for MSMEs.

ARTICLE III OBLIGATIONS OF THE PARTIES

- 3.1 The Parties agree to develop a work plan detailing specific cooperation activities, the responsibilities of each Party, and any other information deemed necessary.
- 3.2 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 rights 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.

3.3 Each Party to this AGREEMENT undertakes to use all reasonable endeavours:

- (a) to perform on time the tasks assigned to it in the developed work plan and to make available rights and information on time to other Parties;
- (b) to participate actively with the relevant other Party or Parties in the performance of, or to perform itself as the case may be, such organisational tasks as are assigned to it jointly or solely;
- (c) to promptly notify the other Parties of any delay in performance in accordance with (a) and (b) above;

3.4 Each Party hereby undertakes promptly to share all such information or documents as may be required to fulfil their obligations as provided for in this AGREEMENT.

ARTICLE IV INSTITUTIONAL COORDINATION AND NOTICE

4.1 Within the GS/OAS, the dependency responsible for coordinating GS/OAS activities under this AGREEMENT is SEDI. The Coordinator is Kim Osborne, Executive Secretary for Integral Development. Notifications and communications should be directed to Mrs. Osborne at the following address, and electronic mail:

Mrs. Kim Osborne
Executive Secretary
Executive Secretariat for Integral Development
1889 F Street NW, Washington DC 20006
Tel: 202.370.4542
E-mail: kosborne@oas.org

4.2. Within Nasdaq Entrepreneurial Center, the person responsible for coordinating the activities under this AGREEMENT is Nicola Corzine, Executive Director. Notifications and communications should be directed to Mrs. Corzine at the following address and electronic mail:

Mrs. Nicola Corzine
Executive Director
Nasdaq Entrepreneurial Center,
505 Howard St., Suite 100
San Francisco,
CA 94105
Tel: 415.792.2492
E- mail: nicola.corzine@thecenter.nasdaq.org

4.3 All communications and notifications under this AGREEMENT will be validly made only when they are sent by mail or electronic mail and are addressed to names set out in Articles 4.1 and 4.2 of this AGREEMENT. When the communications and notifications are transmitted by electronic mail, they shall be valid if and 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 Party.

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

ARTICLE V FINANCIAL ARRANGEMENTS

5.1 The financial arrangements to cover expenses for the cooperative activities undertaken within the framework of this AGREEMENT shall be mutually agreed upon by the respective Parties on a case- by – case basis subject to the availability of appropriated funds and resources.

5.2 Without prejudice to any supplementary AGREEMENT, memorandum of understanding, and/or exchange of letter entered into pursuant to this AGREEMENT for the joint implementation of programs, projects and/or activities, this AGREEMENT in itself does not create obligations of a financial nature for either Party.

ARTICLE VI CONFIDENTIALITY

6.1 It is understood and agreed by the Parties, that all technical and business information received from the other Party pursuant to or in connection with the performance of activities in the framework of this AGREEMENT shall be kept confidential and not shared with or disseminated to third parties absent the prior written authorization of the other Party.

Each Party undertakes not to use such information received for any purpose other than:

- a) in accordance with the terms of the AGREEMENT; and
- b) for the purpose of performing the obligations or as necessary for exercising rights granted by or pursuant to this AGREEMENT.

ARTICLE VII VISIBILITY

- 7.1 The Parties are to agree, in writing, on the appropriate acknowledgement for their collaboration under this AGREEMENT, which may be published in any form and medium, including on their respective web sites as agreed by the Parties.
- 7.2 One Party shall not, in any manner whatsoever, use the name, logo, emblem or official seal of the other Party, or any abbreviation of the name of that Party in connection with its business or otherwise without the prior written permission of that Party. Under no circumstances shall authorization be provided to use the name, logo, emblem or official seal of either Party or any abbreviation of the name of either Party, for commercial or profit purposes.
- 7.3 Neither Party shall make any announcement or issue press releases in connection with the existence or subject matter of this AGREEMENT without first obtaining the written permission of the other Party.

ARTICLE VIII CIVIL RESPONSIBILITY AND INDEMNIFICATION

- 8.1 The Parties assume full responsibility for the claims and damages directly and proximately caused by actions or omissions of their corresponding representatives, officials, employees and contractors.
- 8.2 If for any reason a third party should file a claim against one of the Parties in relation to the execution of this Project, the responsible party shall be considered as the principal vis-à-vis the claimant and the sole party obligated to respond. The responsible party shall further be required to indemnify the other party for any damages it may suffer as a result of these claims. The GS/OAS may use the financial resources of associated projects and/or programmes to underwrite the costs of its defense.

ARTICLE IX PRIVILEGES AND IMMUNITIES

- 9.1 Nothing in this AGREEMENT constitutes an express or implied waiver of the privileges and immunities of the OAS, the GS/OAS, its personnel, and its assets, pursuant to the OAS Charter, relevant AGREEMENTs, applicable national laws, and the general principles and practices of international law.

**ARTICLE X
DISPUTE RESOLUTION**

10.1 Any dispute that arises in connection with the application or interpretation of this AGREEMENT shall be resolved by direct negotiation between the Parties. If the Parties are unable to reach a mutually satisfactory solution, they shall submit the matter to a mutually agreed upon procedure of arbitration. The decision shall be final and binding and not subject to appeal.

**ARTICLE XI
GENERAL PROVISIONS**

11.1 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 IX, and The Center agree to comply with the provisions of the Inter-American Convention Against Corruption and in the applicable norms of the country in which the programs, project and/or activities are executed in accordance with Article III. Failure to comply with this provision shall constitute grounds for anticipatory termination of this AGREEMENT, pursuant to Article 11.4.

11.2 Modifications to this AGREEMENT may only be made by mutual AGREEMENT in writing by the duly authorized representatives of the Parties.

11.3 This AGREEMENT shall enter into force upon signature by the duly authorized representatives of the Parties.

11.4 This AGREEMENT may be terminated by mutual consent of the Parties by written notice to the Coordinator. Notwithstanding the termination of this AGREEMENT, activities that have been duly financed shall be continued to completion unless the Parties mutually decide otherwise.

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 NASDAQ ENTREPRENEURIAL
CENTER:**

**FOR THE GENERAL SECRETARIAT OF THE
ORGANIZATION OF AMERICAN STATES:**


Nicola Corzine
Executive Director


Kim Osborne
Executive Secretary for Integral Development (SEDI)

Place:

Place: Washington, D.C.

Date:

Date: March 28, 2023