

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

Classification: 25-2024

Entry Date: June 7, 2024

Name of the agreement: Cooperation Agreement between the General Secretariat of the Organization of American States and Ferrero International S.A.

Subject: Support initiatives that promote sport activities and aim to guarantee the right of children, adolescents and women and seek gender equality in sport.

Parties involved: GS/ Ferrero International S.A.

Reference: Ferrero International S.A.

Signature Date: February 26, 2024.

Start Date:

End Date:

Place of Signature: Washington, DC.

Unit in Charge: Secretary for Access to Rights and Equity

Person in Charge:

Closure of proceedings:

Notas adicionales/Additional notes/Notes supplémentaires/Notas adicionais:

**COOPERATION AGREEMENT  
BETWEEN  
THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES  
THROUGH THE SECRETARIAT FOR ACCESS TO RIGHTS AND EQUITY  
AND  
FERRERO INTERNATIONAL S.A.**

**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 its Secretary General, Mr. Luis Almagro, and Ferrero International SA (hereinafter "Ferrero"), a private, family-owned company, located at 16 Route de Treves, Senninggeber, 2633, Luxembourg represented by Chief Institutional Affairs & Corporate Communications Officer, Mr. Philip Myers.

**CONSIDERING:**

That Ferrero through its Corporate Social Responsibility program Joy of Moving seeks to stimulate the practice of sports in children and youth, inspiring millions of children and their families around the world to be active, enjoy movement and develop life skills in an attractive and joyful way, with the strong conviction that a positive attitude towards movement will make today's children better adults in the future;

That the Joy of Moving is inspired by Art. 31 of the United Nations Convention on the Rights of the Child which highlights that: *"every child has the right to rest and recreation, to engage in play and recreational activities appropriate to his or her age."* Likewise, in line with the 2030 agenda of the United Nations Sustainable Development Goals, it seeks to establish partnerships to promote quality education (SDG 17 and 4);

That sport is inextricably linked to other human rights, such as the right to physical and mental health standards, the right to an education conducive to the full development of the human personality, the right to be part of cultural life, the right to rest and recreation, the right of children to engage in play and recreational activities, the right of women to participate in recreational activities and sports, and the right of persons with disabilities to participate in sports on an equal opportunity basis;

That in view of the shared objectives regarding comprehensive social promotion, aimed at the search for equity and social inclusion, as well as the encouragement of education and the practice of sports, the GS/OAS and Ferrero will evaluate the adoption of cooperation and coordination programs, as well as joint actions aimed at the implementation of the Joy of Moving Program in the Americas;

That the mission of the GS/OAS is to contribute to reduce inequality and safeguard the rights of all people, which is achieved by supporting the implementation of programs and projects aimed at promoting social development with equity and social inclusion;

That the work carried out by the GS/OAS is aligned with the social and inclusion purposes of Ferrero's Joy of Moving Program, and its contribution strengthens the knowledge and competencies established in terms of inclusion and equality;

That the GS/OAS is the central and permanent organ of the Organization of American States (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 cooperation framework with respect to cooperation mechanisms between the Parties with the aim of supporting initiatives that promote sports activities and aim to guarantee the rights of children, adolescents and women and seek gender equality in sports.

## **ARTICLE II ASSISTANCE, EXCHANGE OF INFORMATION AND ATTENDANCE AT MEETINGS**

2.1. Ferrero shall:

- a. As required, provide advice to the GS/OAS on matters material to this Agreement;
- b. Based upon information provided by GS/OAS, distribute information on the objectives and activities of the OAS among the different institutions with which it has relationships;
- c. Provide to the GS/OAS, publications on matters having relation to joint programs, projects, and activities;
- d. At the request of the GS/OAS, propose draft texts of Inter-American legislative texts, model laws, legislative guides and other uniform documents for GS/OAS to consider for possible submission to the pertinent organs of the OAS;
- e. Present to the GS/OAS before January 31 of each calendar year a report containing a description of the activities carried out in the previous year pursuant to the present Agreement and an updated list of its authorities and other affiliated entities in each of the OAS member states; and
- f. Consider the written observations and comments of the GS/OAS on the areas identified in matters referred to this Article.

2.2. GS/OAS shall:

- a. Make available such OAS documentation and publications as are requested by Ferrero to the extent that confidentiality restrictions permit and the financial resources of the GS/OAS allow;

- b. As requested by Ferrero, collaborate on matters relative to training in the member states of the OAS in the areas covered by this Agreement, in accordance with the programs approved by the General Assembly provided and subject to available financial resources; and
- c. Consider the written observations and comments of Ferrero in the areas identified in the matters referred to in Article 2.2(b).

### **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 4.3 of this Agreement which shall take into account:

- a. The development and implementation of joint research and training projects;
- b. The exchange of bibliographic materials and access to databases and general information;
- c. The exchange of documents and specific information in relation to work programs that are of interest to each of the Parties;
- d. The exchange of professional personnel to strengthen study, research, and training programs; and
- e. Joint meetings to address matters of common interest.

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. Although programs, projects, and activities shall be executed by Ferrero affiliates, Ferrero shall be subject to Article VII of this Agreement and/or any provisions concerning civil responsibility and indemnification that are included in the supplementary agreements, memoranda of understanding, and/or letters subscribed by the Parties pursuant to Article 4.3.

### **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 31<sup>st</sup> day of January of each year, each Party shall present to the other a written document containing its 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**

5.1. 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 Secretariat for Access to Rights and Equity and the

Coordinator is Ms. Maricarmen Plata, Secretary for Access to Rights and Equity. Notifications and communications should be directed to the Coordinator at the following street address, fax and electronic mail:

**General Secretariat of the Organization of American States**

***Maricarmen Plata***

*Secretary for Access to Rights and Equity*

1889 F Street, N.W.

Washington, D.C. 20006

United States of America

Tel.: (1-202) 370-0270

Email: [mplata@oas.org](mailto:mplata@oas.org)

6.2. The dependency responsible within Ferrero for coordinating the activities of Joy of Moving under this Agreement is Institutional Affairs and Corporate Communications Area International, and the Coordinators are Mr. Matteo Mattei, Vice President Institutional Affairs & Corporate Communication Area International, and Mrs. Fabiana Distefano, Institutional Affairs and Corporate Communications Manager South Cone. Notifications and communications should be directed to the Coordinators at the following street address, fax and electronic mail:

**Matteo Mattei**

*Vice President Institutional Affairs & Corporate Communication Area International*

Ferrero International S.A.

16, Route de Trèves

L-2633 Senningerberg

Luxembourg

E-mail: [matteo.mattei2@ferrero.com](mailto:matteo.mattei2@ferrero.com)

Tel: +352 691 957 020

**Fabiana Distefano**

*Institutional Affairs and Corporate Communications Manager South Cone*

*Ferrero Argentina S.A.*

Julián Segundo Aguero 2830, Torre 3, Piso 1

(B1605DXT) Munro, Vicente López,

Buenos Aires, Argentina

E-mail: [fabiana.distefano@ferrero.com](mailto:fabiana.distefano@ferrero.com)

Tel: (+54 9 11) 3842-3636

6.3. All communications and notifications under this Agreement will be validly made only when they are sent by mail 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  
CIVIL RESPONSIBILITY**

7.1. In connection with programs, projects, or activities, the Parties assume full responsibility for the claims and damages directly and proximately caused by actions or omissions of their corresponding entities, representatives, officials, employees and contractors.

**ARTICLE VIII  
PRIVILEGES AND IMMUNITIES**

8.1. 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 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") currently in effect. 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 VIII, and Ferrero 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 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.

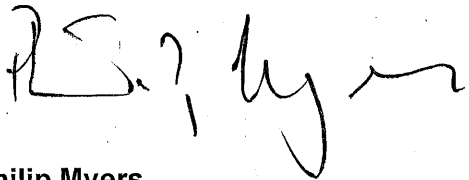
10.3. This Agreement shall enter into force upon signature by the duly authorized representatives of the Parties and shall remain in force in accordance with article 10.4.

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 and IX 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:

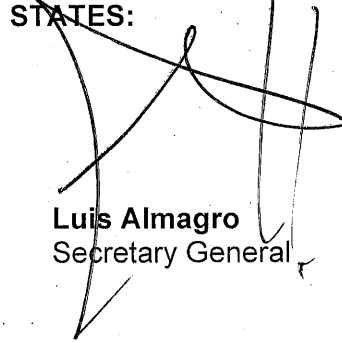
**FOR FERRERO INTERNATIONAL SA:**



**Philip Myers**  
Chief Institutional Affairs &  
Corporate Communications Officer

Place: Washington, D.C.  
Date: February 26, 2024

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



**Luis Almagro**  
Secretary General

Place: Washington, D.C.  
Date: February 26, 2024