

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

Clasificación:
Classification: 27-2020
Classifacation:
Classificação:

Fecha de Ingreso:
Entry Date: December 25, 2020
Date d'entrée:
Data de Admissão:

Nombre del Acuerdo:
Name of the agreement: Supplementary agreement to between The General Secretariat of
The Organization of American States and JA Worldwide, Inc.
Nom de l'accord:
Nome do Acordo:

Materia:
Subject: Stablish general terms of the endorsement by the GS/OAS of the ESP
aiming at accelerating student engagement and acceptance of the ESP
certification.

Sujet:
Materia:

Partes:
Parties involved: GS/ JA Worldwide Inc.
Parties:
Partes:

Referencia:
Reference: JA Worldwide Inc.
Référence:
Referência:

Fecha de Firma:
Signature Date: December 1, 2020
Date de la signature:

Data de Assinatura:

Fecha de Inicio:

Start Date:

Date du commencement:

Data de Início:

Fecha de Terminación:

End Date:

Date de résiliation :

Data de Rescisão :

Lugar de Firma:

Place of Signature:

Washington D.C.

Lieu de la signature:

Lugar de assinatura:

Unidad Encargada:

Unit in Charge:

Secretariat for Access to Rights and Equity

Unité responsable:

Unidade Encarregada:

Persona Encargada:

Person in Charge:

Personne responsable:

Pessoa Encarregada:

Cierre del proceso:

Closure of proceedings:

Clôture des procédures:

Fechamento do processo:

Notas adicionales:

Additional notes:

Notes supplémentaires:

Notas adicionais:

SUPPLEMENTARY AGREEMENT

BETWEEN

THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES, THROUGH ITS SECRETARIAT FOR ACCESS TO RIGHTS AND EQUITY,

AND

JA WORLDWIDE, INC.

The Parties to this Supplementary Agreement (the "Supplementary Agreement"), the General Secretariat of the Organization of American States (hereinafter "GS/OAS"), a public international organization, with headquarters at 1889 F Street N.W., Washington, D.C. 20006, United States, through its Department of Social Inclusion of the Secretariat for Access to Rights and Equity (hereinafter "DIS/SARE") and represented by its Secretary General, Luis Almagro, and JA Worldwide, Inc. (hereinafter "JAWW"), a non-governmental organization, located at 745 Atlantic Ave, Boston, MA 02111, represented by Mark Kripp, Chief Financial Officer of JAWW, who is authorized to sign this Supplementary Agreement on behalf of JAWW,

Considering:

That in May 2019, the Parties signed a Cooperation Framework Agreement ("Cooperation Agreement") towards establishing general mechanisms of cooperation for coordinating activities between the Parties with a focus on the social inclusion of groups in situations of vulnerability, which includes youth in the Americas;

That this Supplementary Agreement is signed pursuant to Article 2.2 of the Cooperation Agreement, through which the Parties agreed to conclude supplementary agreements to implement joint programs, projects and activities;

That the terms and conditions, spirit, programmatic and juridical framework of the Cooperation Agreement apply and are incorporated by reference into this Supplementary Agreement, unless otherwise is specified herein;

That, as stated in AG/DEC.57 (XXXVIII-O/08), the Ministers of Foreign Affairs and Heads of Delegation of the Member States of the Organization Of American States ("OAS") requested that the GS/OAS support the training of young people for more effective and efficient participation in the diverse sectors of society and further through AG/DEC. 66 [XLI-O/11], recognized the importance of providing youth, particularly at-risk youth, with opportunities for and access to education, training, employment, culture, sports, and recreation, in order to prevent violence, and declared the need to continue implementing policies and measures towards such prevention;

That JAWW prepares young people for employment and entrepreneurship, by delivering hands on, experiential learning in work readiness, financial literacy, and entrepreneurship, and is one of few organizations with the scale, experience, and passion to build a brighter future for the next generation of innovators, entrepreneurs, makers, and managers;

That JAWW’s Entrepreneurial Skills Pass™ (“ESP”) is the only international qualification for secondary students that certifies young people in the practical experience of entrepreneurship;

That, through the ESP, JAWW supports young people who want to pursue further higher education, employment, or start their own business; and

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 OAS Charter and General Assembly Resolution AG/RES. 57 (I-O/71),

Have Agreed to enter this Supplementary Agreement, as set forth below:

ARTICLE I OBJECTIVE AND SCOPE

- 1.1. The purpose of this Supplementary Agreement is to establish the terms of the endorsement by the GS/OAS of the ESP.
- 1.2. The objective of the endorsement is to accelerate student engagement and acceptance of the ESP certification. The ESP assessment serves as a next step for young people to complement their practical experience learned through the JA Company Program (the “Program”) which is a pre-requisite for acceptance in the ESP.

The Program is a six (6) month long program where high school students put their ideas into action by launching and operating a real business with other students under the guidance of business professionals. The Program prepares high school students for the ESP as it teaches them to: design, launch and run a company; develop critical remote collaboration skills; discover the potential for for-profit companies to have a positive social impact; learn how to assemble, motivate and collaborate with a diverse team; build confidence surmounting challenges and facing uncertainties; design and launch successful social media campaigns; manage financial records; expand their network; prepare for college and beyond; and make money on their own.

- 1.3. The ESP allows students who previously completed the Program or differently-named equivalent, such as in the case of Jamaica where it is known as JA Company of Entrepreneurs (JACE) to reflect on their own progress in acquiring practically oriented skills and entrepreneurial attitudes throughout the year, which is key to consolidate any learning process, particularly when using these methodologies.

ARTICLE II THE ENTREPRENEURIAL SKILLS PASS™ (ESP)

- 2.1. JAWW shall, through the ESP, market and communicate the Program and the ESP. JA students will be able validate their knowledge, skills and competences that are key to all career paths. The ESP certification will be awarded to young people who want to pursue further higher education, employment or start their own business.

- 2.2. The ESP takes place annually.
- 2.3. The ESP starts during the month of April and lasts three (3) months. The deadline to apply via the local JA office is April of the year the exam will be taken.
- 2.4. To be considered for the ESP, the applicant must be currently enrolled in a JA Company Program prior to the launch of the ESP.
- 2.5. JAWW shall subsequently award certificates based on the successful completion of the Program and the ESP. Logos of the OAS and JA Worldwide, through JA Americas (the relevant JA Operating Center for JA Worldwide in Canada, Latin America, and the Caribbean.) may be affixed to the ESP Certification.

**ARTICLE III
THE GS/OAS ENDORSEMENT OF THE ESP**

- 3.1. The GS/OAS: Endorsement of the ESP to be shared with relevant stakeholders. Provide OAS logo for placement on the ESP certification.
- 3.2. JAWW: Ensure each JAWW Member State that is also a Member State of the OAS gets the opportunity to add the OAS logo on their student ESP certification upon successful completion. Advertise the endorsement of the ESP by the GS/OAS.

**ARTICLE IV
ACTIVITIES AND RESPONSIBILITIES OF THE PARTIES**

- 4.1 The GS/OAS shall offer in-kind services such as: endorsement and promotion of the ESP.
- 4.2 The work plan, stages, planning, and chronology of development shall be as follows:

November 2020: Signing of endorsement, Joint Press Release
January 2021: Marketing campaign (i.e. Featured on website)
April – July 2021: Students complete the Program and take the ESP.
June 2021: Yearly press release with updates of # of students passing the ESP in the region.
- 4.3 This Supplementary Agreement is subject to the availability of funds of both Parties and the financial rules applicable to the Parties, and does not create obligations of a financial nature for either Party.

**ARTICLE V
COORDINATION AND NOTIFICATIONS**

- 5.1 The GS/OAS area responsible for coordinating GS/OAS activities under this Supplementary Agreement is the Department of Social Inclusion within the Secretariat for Access to Rights and Equity. Notification and Communications

shall be forwarded to the Coordinator at the following address, and e-mail:

Betilde Muñoz-Pogossian
Director
Department of Social Inclusion
Secretariat for Access to Rights and Equity
General Secretariat of the Organization of American States
1889 F Street, N.W.
Washington, D.C. 20006
United States of America
Tel.: (1-202) 370-4676
Email: bmunoz@oas.org or dis@oas.org

- 5.2 The JAWW official responsible for coordinating cooperation activities on behalf of JAWW under this Supplementary Agreement is Paula Pastor Flores, Director of Operations. Notifications and communications shall be forwarded to the Coordinator at the following address, and e-mail address:

Paula Pastor Flores
Operations Director
JA Worldwide
745 Atlantic Avenue Boston, MA, 02111, United States of America
Tel.: 0 1 1 5 4 9 3 5 1 3 9 0 9 6 8 8
Email: paula@jaamericas.org

- 5.3 All communications and notifications arising from this Supplementary Agreement shall be valid only if forwarded the appropriate Coordinator by post or e-mail, at the address indicated above. When communications and notifications are forwarded by e-mail, they shall only be valid if sent directly from the e-mail address of the Coordinator of one of the Parties to the e-mail address of the Coordinator of the other Party.
- 5.4 Each Party may change the area of responsibility, designated Coordinator, address, telephone number, fax number, and/or e-mail address indicated herein, by notifying the other Party in writing.

ARTICLE VI USE OF NAME AND LOGO

- 6.1 The Parties acknowledge that the names and marks “JA Worldwide” and all variations thereof including its logo (collectively, the “JAWW Name”) and “Organization of the American States” and all variations thereof including their associated logos (collectively, the “Organization of the American States Name”) are the sole and exclusive properties of JAWW and the GS/OAS, respectively. Neither Party will acquire any right, title or interest in the other Party’s Name under this Supplementary Agreement.
- 6.2 Neither Party shall use the name, logo or marks of the other Party, its subsidiaries and/or affiliated entities, or any abbreviation thereof, in connection with its business or for public dissemination without the prior express written approval of the other

Party in each case. In no event shall authorization of the use of the OAS logo be granted for commercial purposes or for use in any manner that suggests an endorsement by the OAS or the GS/OAS of anything other than the ESP, as provided for in this Supplementary Agreement.

**ARTICLE VII
INTELLECTUAL PROPERTY; COMPLIANCE WITH LAW**

- 7.1 JAWW represents and warrants that it holds or has obtained the necessary permission to use all copyright in the materials used in the ESP and the Program.
- 7.2 JAWW represents and warrants that in the performance of this Supplementary Agreement and related actions by JAWW, including, without limitation, JAWW's offering of the ESP and the Program, JAWW will comply with all applicable laws and binding accrediting agency standards to which JAWW is subject.

**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 the GS/OAS for improper use of copyright in respect of the materials used by JAWW in the ESP or the Program or otherwise in connection with the ESP or the Program, JAWW shall be considered the principal vis-a-vis the claimant and the sole Party obligated to respond. JAWW further agrees to indemnify and hold harmless the GS/OAS, its officers, employees and agents, from and against any and all liability, damages, claims and expenses arising out of or in connection with its endorsement of the ESP, including court costs and attorney's fees.

**ARTICLE IV
GENERAL PROVISIONS**

- 9.1 This Supplementary Agreement shall enter into force on the date of the last signature by the authorized representatives of the Parties and shall remain in force until in accordance with Article 9.3 below.
- 9.2 The Parties may modify this Supplementary Agreement by means of a written document signed by the duly authorized representatives of both Parties, dated, and attached hereto.
- 9.3 This Supplementary Agreement may be terminated by written agreement signed by the Parties, or may be terminated unilaterally by either Party without cause upon no less than thirty (30) days' prior written notice to the other;
- 9.4 This Supplementary Agreement is governed by the terms and conditions of the Cooperation Agreement signed by the Parties. If there is any conflict or inconsistency between this Supplementary Agreement and the Cooperation Agreement, the terms of the Cooperation Agreement shall prevail.

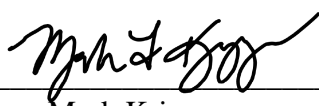
IN WITNESS WHEREOF, the duly authorized representatives of the Parties have executed this Supplementary Agreement on the dates and at the locations set forth below.

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



Luis Almagro
Secretary General

FOR JA Worldwide, Inc.



Mark Kripp
Chief Financial Officer

Date: [November 23, 2020](#)

Date: December 1, 2020