

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

Clasificación:
Classification: 41-2019
Classifacation:
Classificação:

Fecha de Ingreso:
Entry Date: 06/11/19
Date d'entrée:
Data de Admissão:

Nombre del Acuerdo:
Name of the agreement: Cooperation framework agreement 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 mechanisms of cooperation for coordinating
activities between the parties.
Sujet:
Materia:

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

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

Fecha de Firma:
Signature Date: May 15th, 2019
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:

the 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:

COOPERATION FRAMEWORK AGREEMENT

BETWEEN

THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES

AND

JA WORLDWIDE, INC.

THE PARTIES TO THIS COOPERATION FRAMEWORK AGREEMENT (hereinafter referred to as the "Agreement"), the General Secretariat of the Organization of American States (hereinafter referred to as the "GS/OAS"), a public international organization with headquarters at 1889 F Street, N.W., Washington, D.C. 20006, United States, represented by its Secretary General, Mr. Luis Almagro, and JA Worldwide, Inc. (hereinafter referred to as the "JAWW"), a non-profit organization with headquarters at 745 Atlantic Avenue, Boston, MA 02111, represented by its Chief Operating Officer and CFO, Margie M. Wang;

Bearing in mind that, through the Charter the Organization of American States (hereinafter referred to as the "OAS"), the Member States established the OAS "to achieve an order of peace and justice, to promote their solidarity, to strengthen their collaboration, and to defend their sovereignty, their territorial integrity, and their independence";

Recognizing that the GS/OAS is the central and permanent organ of the OAS and has the authority to establish and promote relations of cooperation in accordance with Article 112(h) of the OAS Charter and OAS General Assembly Resolution AG/RES 57 (I-O/71);

Recognizing also that the OAS Charter establishes that "the GS/OAS shall promote economic, social, juridical, educational, scientific, and cultural relations among all the Member States of the OAS";

Bearing in mind that JAWW is a 100 year old non-profit organization committed to preparing young people for employment and entrepreneurship.

AGREE to sign the present Agreement:

ARTICLE 1

Purpose

1.1. The purpose of this Agreement is to establish general mechanisms of cooperation for coordinating activities between the Parties.

ARTICLE 2
Special Relations of Cooperation

2.1. The Parties shall consider developing relations of cooperation on matters of common interest through supplementary agreements, memoranda of understanding, or an exchange of letters, particularly focusing on the social inclusion of groups in situations of vulnerability

2.2. 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 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.

2.3. Any supplementary agreements, memoranda of understanding, or exchange of letters entered into pursuant to Article 2.2 above, shall be governed by the terms of this Agreement, unless the Parties expressly provide otherwise in those instruments.

2.4 Each party shall have the right to review and approve the use of its name, service marks and logos in communications prepared or provided by the other party in connection with any program, project or activities under this Agreement; provided, however, that the foregoing shall not apply to any communications of filings required by law or regulation or to any routine correspondence.

ARTICLE 3
Reciprocal Consultations

3.1. The Parties shall coordinate and carry out meetings and activities on matters of mutual interest to achieve the purpose herein expressed.

ARTICLE 4
Financial Provisions

4.1. Any specific program to be implemented as a result of this Agreement shall be mutually discussed and agreed upon in writing by both Parties in accordance with Article 2.2 of this Agreement. This Agreement, however, does not oblige either Party to enter into any specific program, project, and/or activity. Further, without prejudice to any supplementary agreements, memoranda of understanding, or exchange of letters entered into pursuant to this Agreement, this Agreement in and of itself does not give rise to any obligations of a financial nature for either of the Parties.

4.2. Any financial obligation arising out of supplementary agreements, memoranda of understanding, or exchange of letters entered into pursuant to this Agreement shall be subject to the decision of the competent authorities of the Parties concerning the availability of funds and the financial rules applicable to the Parties.

ARTICLE 5
Privileges and Immunities

5.1. Nothing in this Agreement constitutes an express or implied waiver of the privileges and immunities of the OAS or the GS/OAS, its personnel and its assets, pursuant to the following provisions and instruments ratified by the Government of the United States of America: Articles 133, 134 and 136 of the OAS Charter, whose instrument of ratification was deposited by the Government of the United States of America the 19 of June of 1951; the International Organizations Immunities Act (22 U.S.C. §§ 288 et seq.); the Headquarters Agreement Between the Organization of American States and the Government of the United States of America, signed the 14 of May of 1992; and the Agreement Between the Government of the United States of America and the Organization of American States, signed the 20 of March of 1975.

ARTICLE 6
Resolution of Disputes

6.1. Any dispute or complaint that may arise in connection with the execution or interpretation of this Agreement which cannot be settled amicably by the Parties shall be settled by arbitration pursuant to the arbitration rules, currently in effect, of the United Nations Commission on International Trade Law (UNCITRAL).

6.2. The place of arbitration shall be Washington D.C., United States of America, and the law applicable to the arbitration proceedings and to this Agreement shall be the law of the District of Columbia, USA.

6.3. The language of the arbitration shall be English, unless the Parties mutually agree otherwise.

6.4. The panel of arbitration that is set up in accordance with those rules shall decide by friendly mediation or *ex aequo et bono*, and its decision shall be final and binding.

6.5. In the event of a dispute, each Party is fully and completely responsible for their own legal expenses, irrespective of the outcome of any dispute.

ARTICLE 7

Coordination and Notifications

7.1. Within the GS/OAS, the Secretariat for Access to Rights and Equity is responsible for coordinating activities under this Agreement. Notifications and communications shall be forwarded to the Coordinator at the following address, fax number, and e-mail address:

Betilde Muñoz-Pogossian
Director
Department of Social Inclusion
Secretariat for Access to Rights and Equity
Organization of American States
1889 F Street N.W., Washington, D.C. 20006, United States of America
Tel + 1 202 370 4676
Fax +1 202 458 3149.
bmunoz@oas.org

7.2. Within JAWW, the person named below is responsible for coordinating activities under this Agreement. Notifications and communications shall be forwarded to the Coordinator at the following address, fax number, and e-mail address:

Paula Pastor Flores
Operations Director
JA Worldwide
745 Atlantic Avenue, Boston, MA, 02111, United States of America
Tel + 1 857 400-7919
Cell + 54 9351 390-9688
paula@jaamericas.org

7.3. All communications and notifications arising from this Agreement shall be valid only if forwarded by post, fax or e-mail, and addressed to the coordinators at the addresses listed in Articles 7.1 and 7.2 of this Agreement. 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.

7.4. 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 8
Confidentiality

8.1 Each Party undertakes that it shall not at any time, during and after the term of this Agreement, disclose to any person any confidential information concerning the business, affairs, customers, clients, suppliers, or political authorities of the other Party or of any member of the group of companies or affiliated organizations to which the other Party belongs, except as permitted by Article 8.2 below. This paragraph shall survive the termination of this Agreement.

8.2 Each Party may disclose the other Party's confidential information:

- (i) To its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the Party's rights or carrying out its obligations under or in connection with this Agreement. Each Party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other Party's confidential information comply with this Article 8; and
- (ii) As may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

8.3 No Party shall use any other Party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.

ARTICLE 9
Data Protection

9.1 Without limiting any other provision of this Agreement, GS/OAS acknowledges that it may have access to certain data of JAWW and its network and that such data may include personal data protected by applicable data privacy laws including the General Data Protection Regulation (GDPR) (EU) 2016/67. The GS/OAS will not use such data except as necessary to perform its obligations under this Agreement and for the express purposes set forth herein. To the extent consistent with and without prejudice to its privileges and immunities as reference in Article 5 above, GS/OAS will comply with all applicable laws, regulations, and government orders, including the GDPR and other applicable data privacy laws, and with all data privacy policies of JAWW as communicated in detail to GS/OAS from time to time. Except for the uses permitted hereunder, GS/OAS will not use or disclose any such data without the express written consent of JAWW.

ARTICLE 10
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 as referenced in Article 5 above, and JAWW agree to comply with the provisions of the Inter-American Convention against Corruption and the applicable norms of the country in which the programs, project, and/or activities are executed in accordance with Article 2.2. Failure to comply with this provision shall constitute grounds for anticipatory termination of this Agreement, pursuant to Article 10.3.

10.2. Amendments to this Agreement may only be made by mutual consent of the Parties in writing. The instruments of amendment shall be attached to this Agreement and shall form part thereof.

10.3. This Agreement is effective upon signature by the duly authorized representatives of both Parties, unless terminated by mutual consent or unilaterally by either Party through written notice to the other not less than thirty (30) days' notice. However, supplementary agreements, memoranda of understanding, or exchanges of letters signed by the Parties pursuant to this Agreement shall continue until terminated under the terms agreed therein, unless the Parties decide otherwise by mutual agreement in writing. This Agreement will expire five (5) years from the date of signing unless extended by mutual consent of both Parties through written agreement.

10.4. Discrimination with respect to any aspect of this Agreement on the basis of race, color, gender or gender identity, sexual orientation, national or ethnic origin, religion, age, health condition or disability, political beliefs, or veteran status, shall be grounds for termination of this Agreement by either Party.

10.5. Articles 5, 6, 8 and 9 shall survive the expiry or the termination of this Agreement.

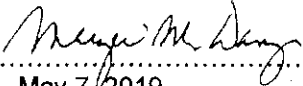
10.6. Nothing in this Agreement shall grant to either Party the right to make commitments of any kind for or on behalf of the other Party without prior written consent of the other Party.

10.7. Nothing contained in this Agreement shall, by express grant, implication, estoppel or otherwise, create in either Party any right, title, interest, or license in or to the inventions, patents, technical data, computer software, or software documentation of the other Party.

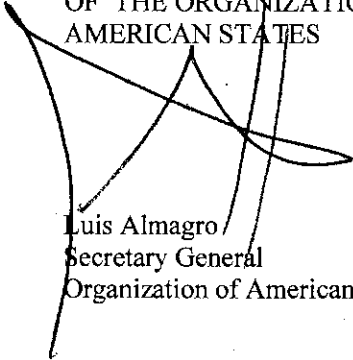
In witness whereof the duly authorized representatives of the Parties, have signed this Agreement in two originals in English, places and dates indicated below:

BY JUNIOR ACHIEVEMENT
WORLDWIDE INC.

Margie Wang
CFO & COO
JA Worldwide Inc.

Place: 
Date: May 7, 2019

BY THE GENERAL SECRETARIAT OF
OF THE ORGANIZATION OF
AMERICAN STATES


Luis Almagro
Secretary General
Organization of American States

Place: WASHINGTON DC
Date: MAY 15, 2019