

Acuerdos Bilaterales

Clasificación: 25-2006

Fecha de Ingreso: 26 de abril de 2006

Nombre de Acuerdo: Cooperation Agreement between the General Secretariat of the Organization of American States through the Inter-American Agency for Cooperation and Development and Intel Corporation

Materia:

Partes: SG/OEA & Intel Corporation

Referencia: IC

Fecha de Firma: 26 de octubre de 2004

Fecha de Inicio:

Fecha de Terminación:

Lugar de Firma:

Unidad Encargada:

Persona Encargada:

Original:

Claves:

Cierre del proceso:



**COOPERATION AGREEMENT BETWEEN THE
GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES THROUGH
THE INTER-AMERICAN AGENCY FOR COOPERATION AND DEVELOPMENT
AND
INTEL CORPORATION**

**COOPERATION AGREEMENT BETWEEN THE
GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES THROUGH
THE INTER-AMERICAN AGENCY FOR COOPERATION AND DEVELOPMENT
AND INTEL CORPORATION**

The Parties to the present Agreement, the General Secretariat of the Organization of American States ("GS/OAS") through the Inter-American Agency for Cooperation and Development ("IACD"), represented by Ambassador Alfonso Quiñónez, acting Director General of the IACD; and Intel Corporation, represented by Wendy Hawkins, Director of Education programs, Intel Corporation;

Recalling that the Organization of American States ("OAS") established the IACD as an entity for the promotion, coordination, management, and facilitation of the planning and execution of partnership for development projects, programs and activities within the framework of the Strategic Plan for Partnership of its Inter-American Council for Integral Development ("CIDI");

Considering that the IACD's central mission, as established in its Business Plan, is to help OAS Member States "accelerate their development through the application of technical cooperation and training, with special emphasis on cooperation among the Latin American and Caribbean nations;"

Taking into account that the IACD's objective is to become a leading supplier of technical cooperation and training in the region to accelerate the pace of economic development and to address the issues of poverty reduction and social imbalances, and that it seeks to achieve that mandate by developing projects that attract private sector experience and financing so as to expand beyond traditional grants and thus leverage available project funding;

Recognizing that the IACD's success depends, in part, on its ability to work with a global institution, or institutions, that have formed close and important regional and local relationships and which can assist in new development programs;

Taking into account that Intel Corporation is a worldwide corporation with substantial operations and programs in a number of countries in the Americas region and with a number of Intel © Innovation in Education programs in place in those countries;

Considering that Intel Corporation Intel Innovation in Education programs are aimed to help improve education through colliaboration with governments and educators on effective integration of technology in education, that it promotes science, math and engineering through science fair competitions and curriculum development, supports programs to increase IT access and use for minority and underprivileged youth and is deeply engaged in the development and use of new technologies to enable greater internet access;

Have agreed as follows:

ARTICLE I
Purpose

- 1.1 The purpose of this Agreement is to establish a mechanism of general and special cooperation for coordinating the activities of the Parties to strengthen education and



training in the Americas in and through the application of information technology, as well as other areas that may be mutually agreed upon and based on programs approved by the OAS General Assembly, CIDI and the IACD.

ARTICLE II
Information and Cooperation

- 2.1 The Parties shall regularly inform each other of activities of mutual interest, and shall maintain close cooperation in regard to matters of common interest as described in Article III of this Agreement. The Parties shall also establish special relations to coordinate or carry out joint activities as described in Articles IV and V.

ARTICLE III
Responsibilities of the Parties

- 3.1 Intel Corporation shall:
- a. Collaborate with the IACD in the design and development of educational initiatives that promote access to knowledge, effective learning and training through the use of information technology, particularly for those in underserved, low-income populations and remote communities. Initiatives may include face-to-face, on-line and distance learning courses; the Educational Portal of the Americas; the scholarship program of the OAS; the Institute for Advanced Studies of the Americas; Virtual Educa; Intel ® Innovation in Education programs, the use of wireless, satellite and other new digital technologies for increasing connectivity, access and effectiveness of information technology teaching and training in formal and informal education, as well as others that may be mutually agreed upon;
 - b. Support the IACD in identifying and implementing various initiatives to develop educational programs and expand access to those programs through the use of information technology;
 - c. Advise the IACD on cooperative efforts with regional partners, methods to modernize educational systems, as well as on other matters within the scope of this Agreement;
 - d. Present to IACD, before December 15 of each year, an Annual Report describing: (1) the activities carried out under this Agreement during the previous year; (2) the activities it proposes to carry out during the current year; and (3) a current list of its executive officers and of its affiliated operations in the member states of the OAS.
- 3.2 The IACD shall:
- a. Collaborate with Intel Corporation in the design, development and promotion of educational initiatives that promote access to knowledge, learning and training through the use of information technology and effective teaching and training using information technology;
 - b. Provide advisory services requested by Intel Corporation on technical, educational, social, economic and/or cultural issues in the OAS member states related to the

programs approved by the Inter-American Council for Integral Development ("CIDI") and the OAS General Assembly;

- c. Inform Intel Corporation of IACD programs under development in areas of mutual interest, in particular those related to providing access to educational programs and scholarships, and consider Intel Corporation's participation in them;
- d. Invite representatives of Intel Corporation to technical meetings of IACD/OAS bodies, to the extent permitted under their rules, when matters regarding the use of information technology for and in education and regarding human development are to be discussed and/or when Intel Corporation expresses its interest in participating in any of such meetings; and
- e. Take account of Intel Corporation's written observations on matters of common interest.

ARTICLE IV

Scope of Special Cooperative Relations

- 4.1 The Parties may develop special cooperative relations in areas of common interest including, but not limited to, the following:
- a. The development, implementation and promotion with OAS member state governments of joint projects for improving access to knowledge and effective learning through information technology;
 - b. The exchange of bibliographical and multimedia materials and access to non-confidential data bases and general information related to joint projects;
 - c. The exchange of documents and specific information concerning all projected activities and all programs for work that may be of interest to both institutions;
 - d. The exchange of technical and professional personnel and specialized information between Intel Corporation and the IACD for specific activities;
 - e. Joint professional meetings on matters of common interest; and
 - f. Joint training and research of the parties by the Parties in subjects related to this agreement.

ARTICLE V

Identification and Implementation of Joint Projects and Activities

- 5.1 Within three months after the signing of this Agreement and by January 31st of each year thereafter that this Agreement is in force, each Party shall present in writing to the other a document setting out a "Working Program" for the calendar year in progress.
- 5.2 Each Party's Working Program shall contain proposals for the joint implementation of projects or activities of mutual interest.



- 5.3 Once it is jointly decided by the parties which of the projects and activities in the Working Program are to be implemented, and the necessary funding and authorizations have been obtained for both Parties, the Parties shall enter into project-specific or activity-specific Memoranda of Understanding ("MOU") setting out the terms and conditions governing each such project and activity. Each MOU shall specify in detail the mutual responsibilities and obligations of the Parties, including, but not limited to, the nature and amount of the financial commitment undertaken by each of them.
- 5.4 The rights and responsibilities of the Parties in publications resulting from a specific joint project of activity shall be established in the corresponding MOU or in a separate agreement between them, as it may be mutually agreed upon by the parties.

ARTICLE VI
Budgetary Limitations

- 6.1 The financial obligations incurred by IACD as a result of this Agreement are subject to the availability of assigned resources from funds managed by the IACD Executive Secretariat as approved by the IACD or its corresponding political organ, or in the case of specific funds, as permitted under the specific terms governing appropriations from those funds. Nothing in this Agreement shall limit the authority of those organs to adopt, modify, or amend the IACD Program Budget, in accordance with the financial realities of the General Secretariat, the IACD, and of the OAS member states. The financial obligations incurred by Intel Corporation as a result of this Agreement are subject to the approval and availability of assigned resources from funds managed by Intel Corporation.

ARTICLE VII
Dispute Resolution

- 7.1 The Parties shall attempt to resolve amicably any disputes arising out of this Agreement. In the event that proves impossible, the Parties shall resolve their differences by binding arbitration in accordance with the procedures of the Inter-American Commercial Arbitration Commission, in Washington, D.C.
- 7.2 Nothing expressly stated or implied in this Agreement is to operate as a waiver of the privileges and immunities of the OAS, GS/OAS, IACD or its personnel under the laws of the United States or under International law.
- 7.3 Nothing expressly stated or implied in this Agreement is to operate as a waiver of the privileges and immunities of Intel Corporation or its personnel under the laws and regulations of the state of Delaware, USA or under International law.

ARTICLE VIII
Term, Modification and Termination

- 8.1 This Agreement may be modified by written articles of amendment or an exchange of letters signed by the duly authorized Representatives of both Parties, dated, and attached hereto.



- 8.2 This Agreement shall enter into force from the date upon which it is signed by both Parties. It shall remain in force until either Party notifies the other in writing that it does not wish to continue the Agreement.
- 8.3 Either Party may terminate this Agreement by giving sixty calendar days prior written notice to the other.
- 8.4 The termination of this Agreement shall not affect the specific projects and activities then in progress and properly funded unless the corresponding MOU provides the contrary.

ARTICLE IX
Institutional Coordination and Notice

- 9.1 The institution within GS/OAS responsible for carrying out and coordinating GS/OAS obligations under this Agreement is the Executive Secretariat of the Inter-American Agency for Cooperation and Development. All notices for GS/OAS in relation to this Agreement should be sent to:

Chief, Division of Technology for Human Development
Department for Integral Development
Organization of American States
1889 F Street, NW
Washington, D.C. 20006
Tel: 202 458 3783
Fax: 202 458 3526

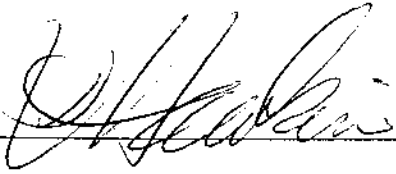
- 9.2 The corporate group within Intel Corporation responsible for carrying out and coordinating its obligations under this Agreement is Government Affairs and Education, Latin America Region, Sao Paulo, Brazil. All notices for Intel Corporation in relation to this Agreement should be sent to:

James F. Whittaker, Director
Government Affairs and Education, Latin America Region
Intel Semicondutores do Brasil
Avenida Dr. Chucri Zaidan 940, 10th Floor
Sao Paulo, SP, Brazil CEP 04583-110
Tel: 5511-3365-5571
Fax:5511-3365-5818

- 9.3 Either Party may change the person designated to receive notice hereunder by so notifying the other in writing.



In Witness Whereof, the duly authorized representatives of the Parties hereby subscribe to this Agreement, in duplicate originals, in the places and on the dates indicated below.

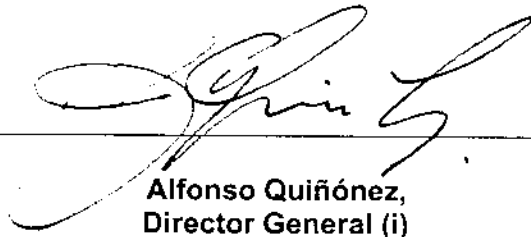


Wendy Hawkins
Director

Intel Innovation in Education Programs
Intel Corporation

FOR INTEL CORPORATION

Oct 26th
....., 2004
Washington, DC, USA

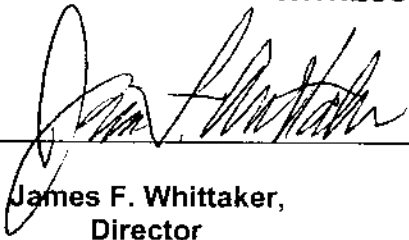


Alfonso Quiñónez,
Director General (i)

FOR THE GENERAL SECRETARIAT OF
THE ORGANIZATION OF
AMERICAN STATES

Oct 26th
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Washington, DC, USA

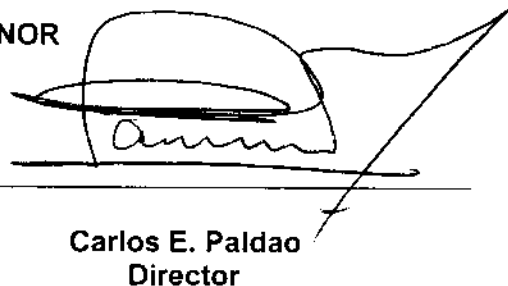
WITNESSES OF HONOR



James F. Whittaker,
Director

FOR GOVERNMENT AFFAIRS AND
EDUCATION, LATIN AMERICAN
REGION

Oct 26th
....., 2004
Washington, DC, USA



Carlos E. Paldao
Director

FOR THE INTER-AMERICAN AGENCY
FOR COOPERATION AND
DEVELOPMENT / OAS

Oct 26th
....., 2004
Washington, DC, USA