

## Acuerdos Bilaterales

Clasificación: 331-2008

Fecha-de Ingreso: 5 de enero de 2009

Nombre de Acuerdo: Funded Educational Project Agreement between the General Secretariat of the Organization of American States and the Art Center College of Design

Partes: SG/OAS & Art Center College of Design

Referencia: ACCD

Fecha de Firma: 17 de diciembre de 2008

Fecha de Inicio:

Fecha de Terminación:

Lugar de Firma:

Unidad Encargada:

Persona Encargada:

Original:

Claves:

Cierre del proceso:



**CORRESPONDENCE ROUTING SLIP**  
**SECRETARIAT FOR EXTERNAL RELATIONS**  
**DEPARTMENT OF COMMUNICATION**  
**AND**  
**INSTITUTIONAL IMAGE (SER/DCII)**

|   |  |
|---|--|
|   | Date: 5 January 2009   |
| Filing #: SER/3.2   |  |
| <hr/>   |  |
| From:   | Amb. Carmen Marina Gutiérrez, Director, DCII <i>C. Gutiérrez</i> |
| To:   | Mr. Kenneth Frankel, Director, Department of Legal Services      |
| Re: Funded Educational Project Agreement with the Art Center<br>College of Design of Pasadena, CA |  |

Please find, attached, the original document of the Funded Educational Project Agreement signed between the General Secretariat of the Organization and the Art Center College of Design of Pasadena, CA.

Let me take this opportunity to thank you once again for your collaboration and that of your Department during the negotiations that led to this agreement.

Sincerely,

Encl.: As stated

cc: Mr. William Berenson, Department of Legal Services  
Ms. Pamela Mumuni, Director, Department of Procurement

# ArtCenter College of Design

## FUNDED EDUCATIONAL PROJECT AGREEMENT

Between  
THE GENERAL SECRETARIAT  
OF THE  
ORGANIZATION OF AMERICAN STATES  
AND THE  
ART CENTER COLLEGE OF DESIGN

THE PARTIES, the General Secretariat of the Organization of American States ("GS/OAS"), a public international organization with headquarters at 1889 F. Street, N.W., Washington, D.C., 20006, and the Art Center College of Design, a California non-profit corporation ("Art Center"), whose registered office is at 1700 Lida Street, Pasadena, California 91103,

### CONSIDERING,

That Art Center offers and conducts courses in graphic arts where students learn from faculty who are experienced graphic artists how to design, develop and produce branding packages and related materials;

That the Art Center is interested in providing its students with the hands-on real world experience with developing graphic materials for use in a globalized world and in the international context;

That GS/OAS is a public international organization with a long established trajectory in the Americas of promoting culture and education in all fields of endeavour, including the Arts, and as such is willing to provide funding for an Art Center class, where the students, as part of the course, will work to develop graphic promotional and branding graphic materials to enhance and facilitate GS/OAS's external relations programs and activities as a public international organization ("the Project"),

### AGREE:

#### ARTICLE I THE PURPOSE

The purpose of this Agreement is to establish the rights and obligations of the Parties with respect to the Project and to establish the framework for its successful completion.

#### ARTICLE II THE PROJECT

2.1 The Art Center shall conduct a Design Class in the Fall Term of 2008 in which the class will be divided into teams and each team will be assigned the task of

designing and producing a variety of graphic materials for use by the GS/OAS (the "Works"),

2.2 The Design Class will provide the Art Center students with the opportunity to design graphic materials for use in the international environment and to learn how to respond to suggestions and recommendations from the potential user of those materials before they are finalized. GS/OAS shall provide such input, suggestions and recommendations.

2.3 The Works shall not be merely conceptual, but shall include the graphic materials described in Annex A to this Agreement, which is incorporated as an integral part hereto. The students will be expected to produce Works in accordance with generally accepted standards of excellence in the Graphic Design profession and suitable for the external relations needs of GS/OAS as a major public international organization:

2.4 Within thirty days following the entry into effect of this Agreement:

a. GS/OAS shall appoint a person or group of persons to review the Works with the students from time to time during the Class, and shall also, within that timeframe, notify Art Center of the appointments; and

b. The Parties shall agree to a schedule for review and comment on the progress of the Works.

2.5 GS/OAS shall not contact any student in the Class regarding the Works without the prior written consent of Art Center.

2.6 On or before December 15, 2008, Art Center shall provide GS/OAS with copies of the Works to enable GS/OAS to select those Works it intends to distribute to various United Nations agencies, Member States, and other interested persons. On or before December 31, 2008, GS/OAS shall notify Art Center which of the Works submitted it has selected for its core branding package and other external relations needs ("Selected Works").

2.7 GS/OAS shall contribute fifty thousand dollars in the currency of the United States of America to the Art Center in support of the Project. Of that amount, it shall pay the Art Center twenty-five thousand dollars within five days after the date this Agreement enters into force and the remaining twenty-five thousand dollars by no later than December 31, 2008.

### ARTICLE III INTELLECTUAL PROPERTY RIGHTS

3.1 All intellectual property Rights in the seals, emblems, and names of the Organization of American States and the General Secretariat of the Organization of American States are and shall remain the property of GS/OAS. By this Agreement, GS/OAS hereby grants to Art Center and its students who participate in the Project a limited license to use those seals, emblems, and names for the exclusive purpose of incorporating them into the Works and as necessary to permit them to display their Works in their personal portfolios and their other professional promotional materials for

the exclusive purpose of showing others examples of the work they have produced in the Project.

3.2 The students shall agree by signing a Student Participation Agreement in the form attached hereto as Annex B to assign all right, title and interest in the Selected Works to GS/OAS. GS/OAS hereby grants the students a perpetual royalty-free right to use the Selected Works *only in their personal portfolios and their other professional promotional materials* for the exclusive purpose of showing others examples of the work they have produced in the Project.

3.3 Art Center *hereby conveys and transfers* to GS/OAS any and all property rights, intellectual and other, that it has or may have in the Selected Works. GS/OAS hereby grants to Art Center a perpetual royalty-free license to use, display, reproduce and distribute the Selected Works in its promotional materials describing the accomplishments and programs of Art Center and its students.

3.4. In publicity or promotion for the Project where the partners, participants and/or supporters of the Project are discussed, GS/OAS shall acknowledge the contributions of Art Center and its students.

#### ARTICLE IV WARRANTY AND LIMITATION OF LIABILITY

4.1 The selected works are provided to GS/OAS "as is". Neither Art Center, its faculty or its students makes any representations or warranties regarding the outcome of the project or the works or the selected works. Art Center, its faculty and students expressly disclaim any warranties of merchantability, *fitness for a particular purpose or non-infringement* with respect to the project, the works and / or the selected works. GS/OAS is solely responsible for ensuring that its use of the Selected Works complies with all applicable laws or regulations for the territories in which GS/OAS elects to use the Selected Works.

4.2 In no event will any party or participant in the be held liable for any indirect, special, punitive or consequential damages arising from such parties' participation in the Project or the Works or the Selected Works, even if such party has been notified of the possibility of such damages. In no event shall Art Center's and its students' and faculty's' liability collectively for any and all claims arising out of this Agreement, the Project, the Works or the Selected Works exceed \$50,000 in the aggregate.

#### ARTICLE V COORDINATION AND NOTIFICATIONS

5.1 For GS/OAS area with responsibility for coordinating GS/OAS activities under this Agreement is the Department of Communications and Institutional Image, and the Coordinator is Carmen Marina Gutierrez, Director. Notifications and communications shall be forwarded to the Coordinator at the following address, fax number, and e-mail address:

Secretary for External Relations, (or his designee)  
OAS General Secretariat

Department of Communications and Institutional Image  
1889 F Street, N.W.  
Washington, D.C. 20006  
United States of America  
Tel.: (1-202) 458-3174  
Fax: (1-202) 458-3639  
E-mail: [cmgutierrez@oas.org](mailto:cmgutierrez@oas.org)

5.2 For the Art Center, the Coordinator under this Agreement is the Vice President for International Initiatives and Director of Design Matters, Mariana Amatullo. Notifications and communications shall be forwarded to the Coordinator at the following address, fax number, and e-mail address:

Vice President, International Initiatives  
The Art Center  
1700 Lida Street  
Pasadena, CA 91103  
Tel: (626) 396-2418  
Fax: (626) 396-2339  
E-mail: [mariana.amatullo@artcenter.edu](mailto:mariana.amatullo@artcenter.edu)

5.3 All communications and notifications arising from this Agreement shall be valid only if forwarded by post, fax, or e-mail, and addressed to the appropriate Coordinator at the address indicated for the Coordinator, 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 DISPUTE RESOLUTION

6.1 The Parties shall first seek to resolve through discussions between them all disputes arising between them under this Agreement and any supplementary agreements pursuant hereto. Should that prove unsuccessful, then either Party may submit the dispute to the American Arbitration Association for final and binding arbitration in accordance with its Arbitration Rules. The applicable law is the law of the California; however, the arbitrators may decide as *amiable compositeur* or *ex aequo et bono*. The site of arbitration regarding any intellectual property issues shall be Los Angeles, California. Arbitration proceedings shall be conducted in English.

6.2 Nothing in this Agreement constitutes an express or implied waiver of the privileges and immunities of the Parties and their personnel.

#### ARTICLE VII

## GENERAL CONDITIONS

7.1 Each party is an independent contractor and not an agent or partner of, or joint venturer with, the other party for any purpose. Neither party by virtue of this Agreement shall have any right, power, or authority to act or create any obligation, express or implied, on behalf of the other party. In no circumstances shall Art Center, its agents, faculty, employees or students be considered the agent or joint venturer of GS/OAS.

7.2 This Agreement constitutes the entire and exclusive Agreement between parties hereto with respect to the subject matter hereof and supersedes and cancels all previous oral or written agreement between the parties regarding the Class.

7.3 This Agreement may only be amended by prior written agreement between the duly authorized representatives of the Parties. The instruments of amendment shall be signed and dated by the Parties, and annexed hereto.

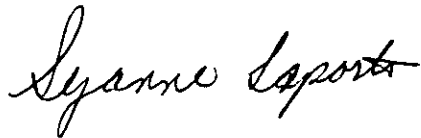
7.4 This Agreement shall enter into force as of the date of signature by the last authorized representatives of the Parties to sign it.

7.5 The Project under this Agreement shall terminate on December 31, 2008. Nonetheless, the provisions set out in Articles III, V, and this Section 6.5 shall survive termination of the Project.

SUBSCRIBED, the duly authorized representatives of the Parties in duplicate originals at the place and on the dates indicated below,

THE GENERAL SECRETARIAT OF THE  
ORGANIZATION OF AMERICAN STATES

Name: *SUZANNE LAPORTE*  
Title: *SECRETARY FOR EXTERNAL RELATIONS*  
Date: *NOV. 6, 2008*  
Place: *WASHINGTON, DC*



THE ART CENTER COLLEGE OF  
DESIGN

Name: *A. H. H. H.*  
Title: *S.V.P. + C.F.O.*  
Date: *12/17/08*  
Place: *PASADENA, CA*

**ANNEX A**  
**Description of the works**

- A. Analysis of Existing OAS logo. The Analysis shall be in the form of a written report setting out the conclusions and supporting rationale. The Report shall include, among other matters considered pertinent by Art Center, an analysis of the visibility and relevance of the logo to the Organization, its members, and its clients (donors, civil society, governments, etc.)
- B. Logos and Taglines: The class will produce and propose for GS/OAS consideration at least three options for new logos, together with at least the same number of taglines for use with both the existing logo and the proposed options. The proposed options will include at least one option with minor modifications; another with extensive modifications, and another which is a re-imaging of the existing logo altogether.
- C. Branding applications for the aforementioned logos (existing and options proposed). The branding applications shall include:
1. A "Blue Kit". It shall include all the items listed below. Items a – e shall be produced in both black and white and color
    - a. Templates for Business cards in English and Spanish
    - b. Templates for Stationary and Envelopes
    - c. Templates for Folders
    - d. Templates for the Annual Report
    - e. Templates for Institutional Brochures
    - f. Design and mockups of various promotional items (includes at a minimum a bookmark, a pen, a button/pin, other items the students will imagine)
  2. Website:
    - a. Site map and content architecture
    - b. Initial designs (design swatches)
    - c. Key screen layouts
  3. Environmental Designs for banners and signs for museum promotional events. The designs presented must take into account and respond to the different environments in which they may be displayed, including the grounds and immediate area surrounding the Museum and OAS Main Building adjacent to the National Mall in Washington, D.C.
- D. Sub-branding identity designs, within the new main OAS identity, for 1) the Museum of the Americas and 2) the Centennial anniversary of the Pan American Union building.
- E. A "Style Guide" or set of guidelines for using "new identity system" – that is, all the above items.



**Art Center Funded Educational Project**  
**Student Participation Agreement**

I have elected, understanding that my participation is voluntary and that I am free to take other classes instead, to participate in a funded educational project at Art Center College of Design which will provide me the opportunity to learn by becoming a member of a design team which will work on a project (the "Project") for the Organization of American States (the "Sponsor"). I understand, acknowledge and agree as follows:

1. **Assignment of Ownership of Work.** I agree that if the Sponsor elects to use the works I create as part of the Project (the "Work"), the Sponsor will own all right, title and interest in and to Work. I agree that to the extent the Work is not a "work for hire" that I will, and I hereby do assign all right, title and interest in the Work (including moral rights) to the Sponsor. If the Sponsor elects to file for copyright or other intellectual property protection of the Work, I agree to reasonably cooperate in such efforts and to execute any assignments with respect to the Work requested by the Sponsor.

2. **Originality of Work.** I understand that that plagiarism is a violation of Art Center's Academic and Creative Honesty Policy as well as its Student Code of Conduct. I agree not to violate Art Center's Academic and Creative Honesty Policy or Student Code of Conduct and I understand that any such violation may result in my suspension or expulsion.

3. **Sponsor's Trademarks and Trade Dress.** I acknowledge that the Sponsor is the owner of all rights to its name, any brand names and any related trade dress. Nothing herein or otherwise shall be deemed to grant to me or any other person any right, license or interest in the Sponsor's name or brand names, any related trade dress or any other intellectual property rights of the Sponsor. Notwithstanding the foregoing, I understand that the Sponsor grants to me a perpetual royalty-free license to use the Works only for the limited purpose of showing them in my professional portfolios and other self-promotional professional materials as evidence of my professional accomplishments and talent. In so using and displaying the Works, I agree to do so in a tasteful manner so as not to distract from their dignity and purpose as branding products owned and used by the Sponsor, a major public international organization.

DATED: Effective as of \_\_\_\_\_, 2008

\_\_\_\_\_  
Student Signature

\_\_\_\_\_  
Student Name, printed

## **ANNEX C**

### **Project Timeline**

Slotted within Art Center's 14 - weeklong academic fall term (mid-September through mid-December 2008), the project will be structured as two dedicated studios facilitated by Designmatters. The timeline below outlines the key phases of research, conceptual development and design with the following anticipated milestones:

#### **Week 1 / Project Briefing**

Project brief by OAS staff and sharing of bibliography and additional information supplied by OAS with the class, for the purposes of outlining the project's background and objectives. Discussion with faculty and Designmatters will follow to clarify purpose and goals as well as scope of the project.

*\*\*Note: Since the project is offered in two dedicated studios that are taught by the same faculty, ideally OAS staff can be present at both launch dates indicated above since the student body will be different.*

#### **Week 2:**

Continuing research discussion. Analysis of all relevant materials pertaining to the OAS and other related or parallel institutions.

#### **Weeks 3–4:**

Initial ideation and design development. Broad investigation of all possible design directions.

#### **Weeks 5–6:**

Design development of initial concepts. Each student aiming for three viable concepts/directions from which one will be selected in class discussion and subsequently refined for week 7 presentation.

#### **Week 7 / Mid-Term Critique and Review:**

Mid-term presentation to OAS representatives. Each student to present final color version of their identity.

(OAS representatives, stakeholders, and local guest experts invited to attend presentations in the studio to offer feedback and guidance)

#### **Weeks 8–9:**

Further design development of identity concepts, with an emphasis on use of the identities in different contexts to evaluate how the marks operate in varied media and scales.

#### **Weeks 10–12:**

Continuing development of implementing the new identities in different contexts. Development of formats and content of Identity Guidelines for both print and pdf versions.

**Week 13 / Final Presentation (12/10):**

Final presentation of projects to OAS and representatives. Final presentations to include graphic identity; examples of the new identity in use in different contexts; identity guidelines book & pdf; research and design development workbook.  
(OAS representatives, guest faculty and stakeholders attend a final review of all completed project concepts and documentation)

DELEGATION OF AUTHORITY  
FUNDED EDUCATIONAL PROJECT AGREEMENT

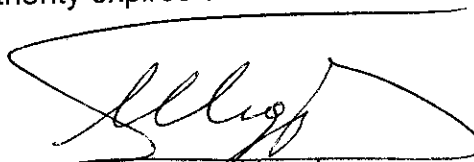
*between*

THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN  
STATES  
AND

THE ART CENTER COLLEGE OF DESIGN

I, José Miguel Insulza, Secretary General of the Organization of American States (OAS), hereby delegate to Ambassador Suzanne Laporte, Secretary for External Relations, authority to sign on behalf of the General Secretariat of the Organization of American States, the above-noted Funded Educational Project Agreement between the General Secretariat of the Organization of American States and the Art Center College of Design in relation to designing and producing a variety of graphic materials for use by the GS/OAS.

This delegation of authority expires on November 2008.



José Miguel Insulza  
Secretary General

Washington, D.C.  
November 5, 2008