

ACUERDOS BILATERALES

Clasificación: 16-2011

Fecha de Ingreso: 25 de Marzo de 2011

Nombre del Acuerdo: Memorandum of Understanding between the Trust for the Americas and the General Secretariat of the Organization of American States through the Executive Secretariat for Integral Development for the Support of the Activities of the Department of Science, Technology and Innovation.

Materia: Support of the Activities of the Department of Science, Technology and Innovation

Partes: SG/ Trust for the Americas

Referencia: Trust for the Americas

Fecha de Firma:

Fecha de Inicio

Fecha de Terminación

Lugar de Firma: Washington D.C,

Unidad Encargada: Department of Science, Technology and Innovation

Persona Encargada: Clovis Baptista

Original

Claves

Cierres del proceso

MEMORANDUM OF UNDERSTANDING
Between
THE TRUST FOR THE AMERICAS
And the
GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES
THROUGH THE EXECUTIVE SECRETARIAT FOR INTEGRAL DEVELOPMENT
For
THE SUPPORT OF THE ACTIVITIES OF THE DEPARTMENT
OF SCIENCE, TECHNOLOGY AND INNOVATION

THE PARTIES to the present Memorandum of Understanding ("MOU"), the General Secretariat of the Organization of American States, ("GS/OAS"), a public international organization with headquarters in Washington, D.C., through its Department of Science Technology and Innovation of the Executive Secretariat for Integral Development ("DSTI-SEDI"), and The Trust for the Americas ("The Trust"), a not-for-profit corporation created under the laws of the District of Columbia and having tax exempt status under Section 501(c)(3) of the Internal Revenue Code of the United States of America ("IRC").

CONSIDERING:

That SEDI-DSTI develops, supervises, and carries out activities to encourage scientific and technological cooperation for integral development in the OAS Member States;

That the general purposes of The Trust include the promotion and fostering of integral development in the Western Hemisphere through scientific exchanges and technology transfer;

That on September 18, 1998, the Parties entered into a Cooperative Agreement ("1998 Agreement") by which they agreed to cooperate in areas of mutual interest;;

That pursuant to Section 3.4 of the 1998 Agreement, The Trust is committed to obtaining human, material, and financial resources in support of GS/OAS activities;

That because of its status under IRC Section 501(c)(3), The Trust provides a vehicle by which donors subject to income taxes in the United States of America may obtain tax exemptions for the amount of their contributions to GS/OAS activities consistent with the Trust's purposes;

And

That Paragraph 5.3 of the September 18, 1998 Cooperative Agreement requires the Parties to enter into a separate Memorandum of Understanding, Project Agreement, or exchange of letters, for each joint GSA/OAS-Trust Project,

AGREE:

I. PURPOSE

The purpose of this MOU is to establish the terms and conditions for a joint project within the framework of the 1998 Agreement for obtaining funding through the Trust for SEDI-DISTI activities from donors seeking tax exemption under the U.S. tax laws.

II. BASIC OBLIGATIONS AND RESPONSIBILITIES

1.1 Subject to Section 1.4 below, The Trust shall accept donations for specific SEDI-DISTI activities that are consistent with The Trust's purposes and do not jeopardize its Section 501(c)(3) status.

1.2 With respect to those donations, SEDI-DISTI shall be exclusively responsible for soliciting and negotiating with donors. It shall notify all potential and actual donors seeking a tax exemption for their donations pursuant to this MOU that:

(a) Their donations must be given directly to the Trust instead of to GS/OAS;

(b) The Trust will use their donations solely for the exclusive purpose of supporting the activity for which they are donated or otherwise intended;

(c) The Trust acts only as a channel for the processing of the donations and the issuance of tax certificates for tax exemption, and that after receiving any donation, The Trust will immediately transfer it to GS/OAS for execution by SEDI-DISTI consistent with the terms of the donor agreement.

1.3 SEDI-DISTI shall keep The Trust informed of all activities for which it is seeking donations pursuant to this MOU. To that end, a list of all activities for which funding is being sought pursuant to this MOU shall be attached to this MOU and updated by SEDI-DISTI immediately when an activity is either added or deleted. To the extent information is available; the list shall set out the financing provided for each activity by funding source.

1.4 The Trust reserves the right to reject any donations made to The Trust with respect to SEDI-DISTI activities which it considers inconsistent with its purposes or prejudicial to its status under IRS Section 501(c)(3).

1.5 To the extent necessary to preserve the tax exempt status of a donation, and subject to the indemnity provisions set out in Article V of this MOU, The Trust shall, upon a donor's request, enter into an agreement with the donor for accepting a donation; however, it shall refrain from signing any such agreement, other than one which simply acknowledge receipt of the donation, without the prior approval of SEDI-DISTI.

1.6 At its own discretion, The Trust may provide fundraising support to SEDI-DISTI in the following areas: identification of donors and opportunities for project implementation: drafting of proposals: and solicitation.

II. DEPOSIT AND USE OF FUNDS RECEIVED

2.1 Donations received by The Trust pursuant to this MOU shall be deposited in its account with the GS/OAS Department of Budgetary and Financial Services ("DBFS"). DBFS shall then transfer those funds to an account under the execution authority of SEDI-DSTI.

2.2 Donations received pursuant to this MOU shall be used solely for the activities identified on the list attached hereto under Section 1.3 above.

2.3 Except for assuming responsibility for assuring that funds received from donors are duly transferred to DBFS, the Trust shall not be responsible to donors for assuring that donations made pursuant to this MOU are used for their intended purpose and conditions established in the applicable donor agreements. That responsibility lies exclusively with GS/OAS, through SEDI-DSTI.

III. REPORTING

GS/OAS, through SEDI-DSTI, shall prepare the narrative reports required by donors under the donor agreements entered into pursuant to this MOU. Through DFBS, GS/OAS shall prepare and certify the financial reports required under those agreements. All such reports shall comply fully with the terms and conditions established in those agreements.

IV. FEES

The Trust shall not charge GS/OAS any fees with respect to the implementation of this MOU. GS/OAS shall waive or otherwise reimburse The Trust for any fees charged to The Trust by DBFS in relation to donations received by the Trust pursuant to this MOU and deposited in The Trust's DBFS accounts.

V INDEMNITY

5.1 GS/OAS will defend, indemnify and hold harmless The Trust and its Board of Directors, Executive Director, employees and contractors from any claims, lawsuits, and other legal or administrative actions, brought by donors and other third parties with respect to the activities for which donations are solicited and/or received by The Trust pursuant to this MOU. Any reasonable expenses incurred by The Trust with respect to those claims, lawsuits, and other legal or administrative actions, shall be reimbursed and assumed by GS/OAS. Those expenses may include reasonable attorney fees, court costs, and interest.

5.2 Section 5.1 shall not apply with respect to any claim, lawsuit, or other legal or administrative action arising out of The Trust's failure to deposit funds donated pursuant to this MOU in its DBFS account.

VI DISPUTE RESOLUTION

The Parties shall attempt to resolve any controversy, claim, or dispute related in any way to the performance or interpretation of this MOU through consultations with each other. If that proves unsuccessful, then upon written notice by either Party to the other, the

dispute shall be resolved through a mutually agreed upon dispute resolution mechanism. Nothing in this MOU constitutes an express or implied waiver of the privileges and immunities of the OAS, GS/OAS, and/or its personnel.

VII NOTICE

7.1 For purposes of receiving written notice under this MOU, the duly appointed representatives of the Parties are as follows:

a. For The Trust:

Name: Linda Eddleman
Title: Executive Director
Address: The Trust for the Americas
General Secretariat of the Organization of
American States
1889 F Street, 6th Floor
Washington, DC 20006
Telephone: 202/458-3475
Facsimile: 202/458-3526

b. For SEDI-DSTI:

Name: Clovis Baptista
Title: Director
Address: Department of Science, Technology and Innovation
- SEDI
General Secretariat of the Organization of
American States
1889 F Street, NW
Washington, DC 20006
Telephone: 202/458-3004
Facsimile: 202/458-3167

c. For DBFS:

Name: Heather Alsopp a.i.
Title: Acting Director
Address: Dept. of Budgetary and Financial Services of the
Secretariat for Administration and Finance
General Secretariat of the Organization of
American States
1889 F Street
Washington, DC 20006
Telephone: 202/458-3076

7.2 Either Party may change its appointed representative(s) under this Section by written notice to the other Party.

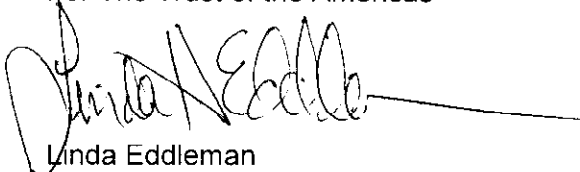
VIII DURATION, TERMINATION, AND AMENDMENT

8.1 This MOU shall enter into force on the date it is signed by both Parties and shall remain in force until terminated in writing by either Party upon at least sixty (60) days' advance written notice to the other.

8.2 The Parties may amend this MOU by a document, signed by both of their duly authorized representatives, dated, and attached hereto.

SIGNED by the duly authorized representatives of the Parties in Washington, D.C., on the dates indicated below:

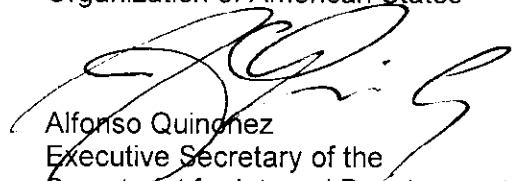
For The Trust of the Americas



Linda Eddleman
Executive Director

Date:

For the General Secretariat of the
Organization of American States



Alfonso Quinonez
Executive Secretary of the
Secretariat for Integral Development

Date: