

Acuerdos Bilaterales

Clasificación: 18-2006

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 Ebrary

Materia:

Partes: SG/OEA & Ebrary & E-Libro

Referencia: E & EL

Fecha de Firma: 30 de abril 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
EBRARY**

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GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES THROUGH
THE INTER-AMERICAN AGENCY FOR COOPERATION AND DEVELOPMENT
AND EBRARY**

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 L. Ronald Scheman, Director General of the IACD; and ebrary, represented by Mohamad Al-Baghdadi, VP International Sales, and E-libro, Corp. represented by Eduardo Varela-Cid, CEO;

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 mission is to forge new private-public sector partnerships to help the people of the Hemisphere overcome poverty, benefit from the digital revolution and advance their economic and social development;

Taking into account that its Business Plan sets forth " the application of state of the art technology to reach the widest possible audience in the member states in training and information programs" as one of the mechanisms for rapid response to the requests of the OAS member states;

Recognizing that the IACD's success depends, in part, on its ability to work with a global institution, or institutions, that have developed means and mechanisms that contribute to the achievement of the IACD's mission;

Considering that ebrary is a US based company, with headquarters in 318 Cambridge Avenue, Palo Alto, California, 94306-1505; legally incorporated in year 1999 according to the laws of the United States; and that E-libro, Corp. is a US based company, with headquarters in 18181 NE, 31st Court, #2502, Miami, FL 33160; legally incorporated in year 2000 according to the laws of the United States;

Taking into account that ebrary's mission is to become the global standard for the secure distribution, acquisition and management of valuable, authoritative documents over computer networks;

Considering that ebrary has developed a powerful system that cost effectively and efficiently creates highly interactive, online databases of content by means of which it has digitized full-text books, maps, sheet music, reports and other documents from over 200 leading publishers;

Recognizing that E-libro and ebrary are in the process of expanding their respective services around the globe by creating partnerships and alliances;

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 enhance the access to information, knowledge, art and education in the Americas through the application of information technology, as well as other areas that shall 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. The IACD shall:
 - a. Collaborate with E-libro and ebrary in the design and development of socio-educational, economic and cultural initiatives that promote access to information, knowledge, art, learning and training through the use of information technology.
 - b. Serve as a catalyst for collaboration with Latin American and Caribbean institutions and audiences;
 - c. Sign specific collaboration agreements with E-libro and e-livro regarding the promotion and access to digitized material in Spanish and Portuguese, within the framework of this general agreement;
 - d. Support E-Libro and ebrary's efforts to offer access to its services across the Western Hemisphere, by introducing it to its partner institutions in member states;
 - e. Post E-Libro and ebrary's information on the Educational Portal of the Americas (www.educoas.org) with the purpose of providing easy access to its services, once additional specific agreements made with E-libro and e-livro have been reached;
 - f. Inform E-Libro and ebrary of IACD programs under development in areas of mutual interest, in particular those related to providing access to digitized informational, educational and art material;
 - g. Invite representatives E-Libro and of ebrary to technical meetings of IACD/OAS bodies, to the extent permitted under their rules, when matters regarding human development are to be discussed and/or when E-Libro and ebrary express its interest in participating in any of such meetings; and

- h. Take account of E-Libro and ebrary's written observations on matters of common interest;

3.2. E-Libro and ebrary shall:

- a. Collaborate with the IACD in the design and development of socio-educational, economic and cultural initiatives that promote access to information, knowledge, art, learning and training through the use of information technology. Some of the initiatives referred are: the Educational Portal of the Americas; the Institute for Advanced Studies of the Americas; Virtual Educa 2004; and inter-institutional, integrated program funding.
- b. Authorize the IACD to post information regarding E-Libro and ebrary on the Educational Portal of the Americas (www.educoas.org), with the purpose of providing easy and low-cost access to information, art and knowledge.
- c. Explore possibilities of establishing particularly favorable conditions of access to its digitized material for the users of the Educational Portal of the Americas and its partner institutions.
- 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 centers or institutions in the member states of the OAS.

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 and implementation of joint projects for improving access to knowledge and learning through information technology;
 - b. The exchange of bibliographical and multimedia materials and access to 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 E-Libro and ebrary and the IACD for specific activities;
 - e. Joint professional meetings on matters of common interest; and
 - f. Joint training and research facilities for the use of the parties.



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, 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 E-Libro and/or ebrary as a result of this Agreement are subject to the availability of assigned resources from funds managed by E-Libro and/or ebrary, independently, and approved by their respective management and board of directors in accordance with their bylaws.

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 E-Libro and ebrary or its personnel under the laws and regulations of the United States 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:

Director
Department of Information Technology for Human Development
Inter-American Agency for Cooperation and Development
General Secretariat of the Organization of American States
1889 F Street, NW, # 781
Washington, D.C. 20006
Tel: 202-458-3902
Fax: 202-458-6263/3783

- 9.2 The institution within E-Libro and ebrary responsible for carrying out and coordinating its obligations under this Agreement is Eduardo Varela-Cid. All notices for E-Libro and ebrary in relation to this Agreement should be sent to:

Eduardo Varela-Cid
18181 NE, 31st Court #2502
Miami, FL 33160

Mohamad Al'baghdadi
318 Cambridge Avenue
Palo Alto, CA 94306-1505

9.3 The institution within E-libro and E-livro responsible for carrying out and coordinating its obligations under this Agreement is Eduardo Varela-Cid. All notices for E-libro and E-livro in relation to this Agreement should be sent to:

Eduardo Varela
18181 NE 31st Court, Suite 2502
North Miami Beach, FL 33160
Tel.: 1 305 466 0155 - Fax: 1 305 466 0968
Cell.: 1 786 556 5557

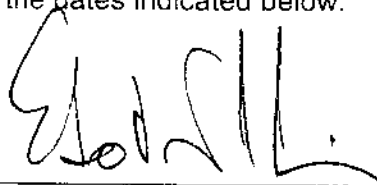
9.4 Either Party may change the person designated to receive notice hereunder by so notifying the other in writing.



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.



Mohamad Al-Baghdadi
VP International Sales



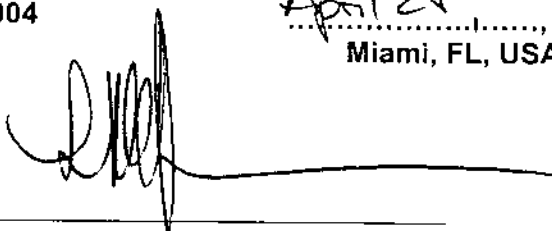
Eduardo Varela-Cid
CEO

FOR EBRARY

April 30th, 2004
Palo Alto, CA, USA

FOR E-LIBRO

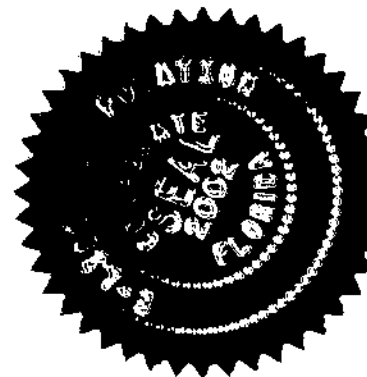
April 25, 2004
Miami, FL, USA



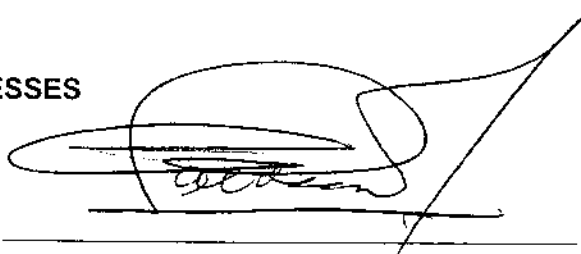
L. Ronald Scheman,
Director General, IACD

FOR THE GENERAL SECRETARIAT OF
THE ORGANIZATION OF
AMERICAN STATES

April 20th, 2004
Washington, DC, USA



WITNESSES



Jorge Schcoinic
Presidente Directorio

Carlos E. Paidao
Director

FOR E-LIBRO AND E-LIVRO

[Signature], 2004
Miami, FL, USA

FOR THE INTER-AMERICAN AGENCY
FOR COOPERATION AND
DEVELOPMENT

April 20th, 2004
Washington, DC, USA