

Acuerdos Bilaterales

Clasificación: 19-2006

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 the International Council for Open and Distance Education

Materia:

Partes: SG/OEA & International Council for Open and Distance Education

Referencia: ICODE

Fecha de Firma: 4 de septiembre de 2003

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
THE INTERNATIONAL COUNCIL
FOR OPEN AND DISTANCE EDUCATION**

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GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES THROUGH
THE INTER-AMERICAN AGENCY FOR COOPERATION AND DEVELOPMENT
AND THE INTERNATIONAL COUNCIL FOR OPEN AND DISTANCE EDUCATION**

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 the Honorable L. Ronald Scheman, Director General of the IACD; and The International Council for Open and Distance Education (ICDE), represented by Reidar Roll, Secretary General of ICDE;

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;

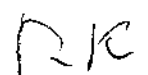
Recognizing that the IACD's success depends, in part, on its ability to work with a global institution, or institutions, that have formed close and important regional and local relationships and which can assist in new development programs;

Taking into account that ICDE is the global membership organisation of educational institutions, national and regional associations, corporations, educational authorities and agencies in the fields of open learning, distance education, and flexible, life-long learning;

Recalling that ICDE was founded in 1938 to help provide education for students and children living far away from schools; that over the years it has become the global membership organisation in the field, with presence in over 142 countries; and that the majority of its membership is composed of educational institutions at all levels (schools, colleges, universities), including national and regional associations, corporations, educational authorities and agencies, active in open, virtual and distance learning;

Considering that ICDE's central mission today is to provide leadership and facilitate cooperation, development and communication at the global level in distance and virtual learning;

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 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 ICDE shall:
 - a. Collaborate with the IACD in the design and development of socio-educational, economic and cultural initiatives that promote access to knowledge, learning and training through the use of information technology, particularly for those in low-income populations and remote communities of the Americas. Initiatives may include 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; the use of satellite technology for increasing connectivity and access to educational programs; inter-institutional, integrated program funding; 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 the educational systems of the Americas, as well as on other matters within the scope of this Agreement;
 - d. Send to IACD on request a copy of the Statutes, Ordinances and the policies governing ICDE operations as they may relate to the common objectives of the Parties and the implementation of this Agreement and subsequent agreements between the Parties; and
 - e. 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.

3.2 The IACD shall:

- a. Collaborate with ICDE in the design and development of socio-educational, economic and cultural initiatives that promote access to knowledge, learning and training through the use of information technology.
- b. Provide advisory services requested by ICDE on technical, social, economic and/or cultural issues in the OAS member states related to the programs approved by the Inter-American Council for Integral Development ("CID") and the OAS General Assembly;
- c. Inform ICDE of IACD programs under development in areas of mutual interest, in particular those related to providing access to educational programs and scholarships, and consider ICDE's participation in them;
- d. Invite representatives of ICDE 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 ICDE expresses its interest in participating in any of such meetings;
- e. Take account of ICDE's written observations on matters of common interest.

ARTICLE IV

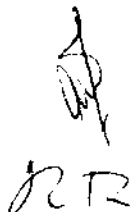
Scope of Special Cooperative Relations

- 4.1 The Parties may develop special cooperative relations in areas of common interest including, but not limited to, the following:
 - a. The development 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 ICDE 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.

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- 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 ICDE as a result of this Agreement are subject to the availability of assigned resources from funds managed by ICDE, as approved by in accordance with its institutional internal regulations.

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 ICDE or its personnel under the laws and regulations of Norway 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
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 ICDE responsible for carrying out and coordinating its obligations under this Agreement is the International Council for Open and Distance Education. All notices for the ICDE in relation to this Agreement should be sent to these addresses:

Secretary General
The International Council for Open and Distance Education
Lilleakerveien 23
0283 Oslo, Norway
phone: +47 22 06 26 30 fax: +47 22 06 26 31

Vicepresidencia
Consejo Internacional para Educación Abierta y a Distancia
para América Latina y el Caribe
Av. Córdoba 2122 - 2° piso (C 1120 AAQ)
Buenos Aires - Argentina
Tel.: (54-11) 4370-6154

- 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.

Reidar Roll *L. Ronald Scheman*

**Reidar Roll
Secretary General**

**L. Ronald Scheman,
Director General, IACD**

**FOR THE INTERNATIONAL COUNCIL
FOR OPEN AND DISTANCE
EDUCATION**

4 Sept., 2003
Oslo, Norway

**FOR THE GENERAL SECRETARIAT OF
THE ORGANIZATION OF
AMERICAN STATES**

July 17, 2003
Washington, DC,
USA

WITNESSES OF HONOR

Marta Mena

**Marta Mena
Vice-President**

Carlos E. Paldao

**Carlos E. Paldao
Director**

**FOR THE VICE PRESIDENCY FOR
LATIN AMERICA AND THE CARIBBEAN**

Marta Mena, 2003
Buenos Aires, Argentina

**FOR THE INTER-AMERICAN AGENCY
FOR COOPERATION AND
DEVELOPMENT**

July 17, 2003
Washington, DC, USA

