

## **ACUERDO BILATERAL**

**Clasificación: 56-2011**

**Fecha de Ingreso: 13 de febrero de 2012**

**Nombre del Acuerdo: Memorandum of Understanding for Human Development programs between the General Secretariat of the Organization of American State, through the Department of Human Development, Education and Culture/ Educational Portal of the America's (DHDEC/EPA) and the Mofet Institute for the Execution of a Project to Advance Distance Education in the Americas and the Caribbean.**

**Materia: Execution of a Project to Advance Distance Education in the Americas and the Caribbean.**

**Partes:SG/The Mofet Institute**

**Referencia: The Mofet Institute**

**Fecha de Firma: 12 de diciembre de 2011**

**Fecha de Inicio**

**Fecha de Terminación**

**Lugar de Firma: Washington D.C.**

**Unidad Encargada: Department of Human Development, Education and Culture/ Educational Portal of the America's (DHDEC/EPA)**

**Persona Encargada:**

**Original**

**Claves**

**Cierres del proceso**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES  
(GS/OAS), THROUGH THE DEPARTMENT OF HUMAN DEVELOPMENT, EDUCATION  
AND CULTURE/EDUCATIONAL PORTAL OF THE AMERICAS (DHDEC/EPA)**

**AND**

**THE MOFET INSTITUTE**

**FOR THE EXECUTION OF A PROJECT TO ADVANCE DISTANCE EDUCATION IN  
THE AMERICAS AND THE CARIBBEAN**

**THE PARTIES TO THIS AGREEMENT**, the General Secretariat of the Organization of American States (hereinafter GS/OAS) a public international organization, with headquarters at 1889 F. St. N.W., Washington, D.C. 20006, represented by Dr. Marie Levens, Director of the Department of Human Development, Education and Culture (DHDEC), through the DHDEC Educational Portal of the Americas (DHDEC/EPA); and The MOFET Institute, with headquarters at 15 Shoshana Persitz St. Tel Aviv, P.O Box 48538, zip 61484, Israel, represented by Dr. Michal Golan, have agreed to subject themselves to the following considerations and clauses.

**CONSIDERING:**

That the GS/OAS is the central and permanent organ of the Organization of American States (OAS) and is authorized to carry out relations of cooperation in accordance with Article 112(h) of the Charter and OAS General Assembly Resolution AG/RES. 57 (I-O/71);

That the MOFET Institute is a not-for-profit entity which serves as a center for the research and development of programs in teacher education and teaching and that the MOFET Institute constitutes a unique framework in Israel and worldwide for preparing teacher educators for their work and supporting their professional development;

That on September 9, 2011 a Cooperation Agreement was signed by both Parties, to advance distance education in the Americas and the Caribbean; and

That the Parties now seek to work on a project on teaching and learning within the framework of the September 9, 2011 Cooperation Agreement,

**HAVE AGREED** to enter into this Memorandum of Understanding.

## **ARTICLE I PURPOSE**

1.1. The purpose of this Agreement is to establish a regulatory framework with respect to the execution of the Teaching and Learning in the Information Age project (hereinafter the "Project") on the part of the GS/OAS.

## **ARTICLE II OBLIGATIONS OF MOFET INSTITUTE**

- 2.1 The obligations of the MOFET Institute are to:
- Promote and disseminate the course *Teaching and Learning in the Information Age* (hereinafter the Course), which will be taught in several editions
  - Review the preliminary selection of candidates who registered on the DHDEC/EPA website and finalize the selection of participants
  - Offer one full scholarship for every five registered participants of the Course that pre-registered on the DHDEC/EPA website or who found out about the Course through the DHDEC/EPA. These full scholarships will be provided for the following edition of the Course.
  - Contact the selected Course participants and guide them through the payment process
  - Manage the Course on its virtual platform (provide tutors, assistance to participants, technical support, course certificates)

## **ARTICLE III OBLIGATIONS OF THE DHDEC/EPA**

- 3.1. The obligations of the DHDEC/EPA are to:
- Promote and disseminate the course through the DHDEC/EPA website and mailing list throughout the Americas and the Caribbean
  - Pre-register interested candidates on DHDEC/EPA's website through an online registration form
  - Evaluate candidates registered on the DHDEC/EPA website and conduct a preliminary selection of participants and send a preliminary selection spreadsheet to MOFET for its review

## **ARTICLE IV COORDINATION AND NOTICE**

4.1. Within the GS/OAS, the dependency responsible for coordinating GS/OAS activities under this Agreement is DHDEC/EPA, whose coordinator is Cecilia Martins, specialist of the DHDEC/EPA. Notifications and communications should be directed to the Coordinator at the following street address, fax and electronic mail:

General Secretariat of the OAS  
Department of Human Development, Education and Culture  
Educational Portal of the Americas

1889 F Street, N.W.  
Washington, D.C. 20006  
United States of America  
Tel.: (1-202) 458-5166  
Fax: (1-202) 458-3878  
Electronic Mail: portal@oas.org

4.2. The dependency responsible within the MOFET Institute for coordinating the activities of cooperation under this Agreement is The International Channel, and the Coordinator is Mrs. Bilha Cohen (*Consultant for International Cooperation*). Notifications and communications should be directed to the Coordinator at the following street address, fax and electronic mail:

Address: 15 Shoshana Persitz St.  
City: Tel Aviv  
Zip Code: 61484  
Telephone: 972-3-6901484  
Fax: 972-3-6988618  
Email: bilhac@macam.ac.il

4.3. All communications and notifications under this Agreement will be validly made only when they are sent by mail, facsimile, or electronic mail and are addressed to the Coordinators whose names are set out in Articles 4.1 and 4.2 of this Agreement. When the communications and notifications are transmitted by electronic mail they shall be valid if and when they are sent directly from the electronic address of the Coordinator of one of the Parties to the electronic address of the Coordinator of the other.

4.4. Either Party may change the responsible dependency, the designated Coordinator, the address, telephone, fax or electronic mail indicated by notifying the other Party in writing.

## **ARTICLE V PRIVILEGES AND IMMUNITIES**

5.1. Nothing in this Agreement constitutes an express or implied waiver of the privileges and immunities of the OAS or the GS/OAS, Or The MOFET Institute, its personnel and its assets, in accordance with the OAS Charter, relevant agreements and pursuant to general principles and practices of international law.

## **ARTICLE VI DISPUTE RESOLUTION**

6.1. Any dispute or complaint that may arise in conjunction with the application or interpretation of this Agreement, or the execution of the Project, shall be settled by direct negotiations between the Parties. If a solution satisfactory to both Parties cannot be reached then the Parties shall submit their differences to arbitration pursuant to the Arbitration Rules of the United Nations Commission on International Trade Law (UNCITRAL) or of the International Commercial Arbitration Commission (IACAC) currently in effect. The place of arbitration shall be Washington D.C., U.S.A. The language in the

proceedings shall be English. The three arbitrators or, as the case may be, the one arbitrator shall decide the dispute as *amiable compositeur* or *ex aequo et bono*. The arbitrator's decision shall be final, binding and not subject to appeal.

## ARTICLE VII GENERAL PROVISIONS

7.1. The Parties agree to observe the highest ethical standards and administrative transparency in all actions and activities related to this Agreement. In addition, the GS/OAS, to the extent applicable and without prejudice to its privileges and immunities referred to in Article V, and MOFET agree to comply with the provisions of the Inter-American Convention Against Corruption and in the applicable norms of the country in which the programs, project and/or activities are executed in accordance with Article III. Failure to comply with this provision shall constitute grounds for anticipatory termination of this Agreement, pursuant to Article 7.4.

7.2 Modifications to this Agreement may only be made by mutual agreement in writing by the duly authorized representatives of the Parties. The instruments in which the modifications are set out shall be attached as annexes to this Agreement and shall form part of it.


7.3. This Agreement shall enter into force upon signature by the duly authorized representatives of the Parties and shall remain in force until either party decides to terminate the Agreement.

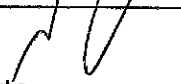
7.4 This Agreement may be terminated by mutual consent or by either of the Parties by written notice from one to the other with not less than thirty days notice.

7.5. This Agreement in and of itself does not create obligations of a financial nature for either of the Parties, other than those set out in Article III herein.

IN WITNESS WHEREOF, the undersigned, being duly authorized, have signed this Agreement in three originals on the dates and at the places indicated below:

**FOR THE MOFET INSTITUTE:**

  
\_\_\_\_\_  
Dr. Michal Golan  
Head of The MOFET Institute

  
\_\_\_\_\_  
Mr. Yakov Ender  
Financial Manager  
The MOFET Institute

Place: Tel Aviv  
Date:

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

  
\_\_\_\_\_  
Mrs. Marie Levens, Director  
Department of Human Development,  
Education and Culture

Place: Washington, DC

12/9/11

DELEGATION OF AUTHORITY

MEMORANDUM OF UNDERSTANDING FOR HUMAN DEVELOPMENT PROGRAMS

BETWEEN

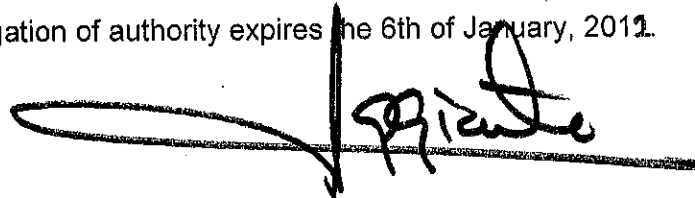
**THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES  
(GS/OEA), THROUGH THE DEPARTMENT OF HUMAN DEVELOPMENT,  
EDUCATION AND CULTURE/ EDUCATIONAL PORTAL OF THE AMERICAS  
(DHDEC/EPA)**

AND

**THE MOFET INSTITUTE**

I, Jorge Saggiante Acting Executive Secretary for Integral Development of the Organization of American States (OAS), hereby authorize Ms. Marie Levens, director of the Department of Human Development, to sign the above-referenced Memorandum of Understanding on behalf of the General Secretariat of the OAS

This delegation of authority expires the 6th of January, 2011.

A handwritten signature in black ink, appearing to read 'Jorge Saggiante', is written over a horizontal line. The signature is stylized and cursive.

Jorge Saggiante  
Acting Executive Secretary for Integral Development

Place: Washington D.C.

Date: 2011-12-08