

Acuerdos Bilaterales

Clasificación: 70-2003

Fecha de Ingreso: 11 de julio de 2003

Nombre de Acuerdo: Memorandum of Understanding Pursuant to the March 26, 2001 Cooperation Agreement

Materia: Educación / Ciencia / Cultura.

Partes: SG/OEA & Microsoft Corporation

Referencia: MC

Fecha de Firma: 19 de mayo de 2003

Fecha de Inicio: 19 de mayo de 2003

Fecha de Terminación: 31 de diciembre de 2006

Lugar de Firma:

Unidad Encargada:

Persona Encargada:

Original:

Claves:

Cierre del proceso:



**MEMORANDUM OF UNDERSTANDING
PURSUANT TO THE
MARCH 26, 2001 COOPERATION AGREEMENT
BETWEEN THE GENERAL SECRETARIAT OF THE ORGANIZATION OF
AMERICAN STATES THROUGH THE INTER-AMERICAN AGENCY FOR
COOPERATION AND DEVELOPMENT AND MICROSOFT CORPORATION
FOR E-GOVERNMENT AND EDUCATION SOLUTIONS**

The Parties to this Memorandum of Understanding ("MOU"), the General Secretariat of the Organization of American States ("GS/OAS"), through the Inter-American Agency for Integral Development ("IACD"), and Microsoft Corporation ("Microsoft"),

Recalling that on March 26, 2001, the Parties entered into the above-captioned Cooperation Agreement ("Framework Agreement") by which they agreed to cooperate in the development of a Work Program of projects and other activities to be implemented under project-specific memoranda of understanding,

Considering that pursuant to the Framework Agreement, the Parties have designed a Work Program for developing projects in the area of E-Government;

Agree

ARTICLE I: SCOPE AND PURPOSE

1.1 This MOU is a project specific memorandum of understanding under Sections 5.3 and 5.4 of the Framework Agreement.

1.2 The purpose of this MOU is to establish the operational mechanisms for executing multiple projects (the "Projects") described in Annex 1, which constitutes an integral part of this Agreement and to establish the rights and obligations of the Parties with respect to them. In addition, the projects which fall under this MOU, shall primarily be focused on:

- a). Improving the educational services with a special emphasis on rural areas and those areas of scarce financial resources.
- b). Improving the capacity of government on a national, regional and municipal level, in order to better serve its citizens with greater efficiency, transparency and responsibility.
- c). Foster the participation of local small medium enterprises and civil society in the implementation of the projects where possible, also taking into account ethnic diversity and gender equality.
- d). Develop projects suitable for co-financing from other development institutions.

ARTICLE II: CONTRIBUTIONS, FINANCE, AND OTHER RESOURCES

2.1 Microsoft shall contribute to the Projects the consulting, cash, software licenses, and other in kind resources as specified in Annex 1 ("the Microsoft Contribution").

2.2 IACD shall contribute the services and resources to the Project as specified in Annex 1 (the "IACD Contribution").

2.3 The Parties may elaborate or otherwise modify the specifications and figures in Annex 1 in accordance with Section 5.6 below.

ARTICLE III: WARRANTIES AND LIABILITIES

3.1 To the maximum extent permitted by applicable law, all materials, if any, provided by Microsoft, its affiliates, agents or representatives hereunder are provided "as is" "with all faults" and "as available". To the maximum extent permitted by applicable law, each party, and its respective affiliates, agents and representatives expressly disclaim all warranties, express, statutory and implied.

3.2 Each Party warrants that it is either the sole owner of all the proprietary services and property provided under Annex 1 hereto or a licensee with the authority to make the sublicenses and or other transfers required for the implementation of the Projects specified therein.

3.3 In the event of any demand, law suit, or other legal action against one Party ("the non-contributing Party") relating to the use, transfer, or sale of proprietary services and/or property provided under Annex 1 by the other ("the contributing Party"), the contributing Party shall defend and hold harmless the non-contributing Party and its personnel with respect to all such demands, law suits, and actions.

3.4 Microsoft shall be the sole owner of any products developed pursuant to this MOU by Microsoft, its affiliates, agents and representatives. With respect to new products jointly developed by jointly Microsoft and GS/OAS, the Parties shall enter into arrangements and/or licensing agreements specifying their rights and obligations in each case.

3.5 This MOU does not establish a partnership at law between the parties, and neither Party shall represent itself as the legal partner of the other in dealing with third parties or shall act in any way so as to give third parties reasonable grounds for assuming that it is involved in a partnership at law with the other. Each of the Parties is responsible for the supervision, direction and control of its respective personnel and each Party shall be exclusively responsible for its own actions. Neither Party may represent or act on behalf of the other, unless otherwise agreed to in writing. To the extent either Party breaches this provision, the breaching Party shall hold harmless, defend, and indemnify the non-breaching Party for all liability incurred as a result of the breach and not directly caused by the non-breaching Party.

ARTICLE IV: COORDINATION, REPORTS, AND NOTICE

4.1 Each Party, by way of this MOU, has appointed a Project Coordinator. The Project Coordinators shall communicate with each other regularly and meet, as required, to assure coordinated progress in the development of the projects set out in Annex 1. Each one is also authorized to give and receive written notice under this MOU for the Parties that appointed him/her. Either Party may replace its Project Coordinator by giving advanced written notice to the other.

4.2 The Project Coordinator designated by the IACD is:

Name: Sheila Donovan
Title: Director, Program Development, IACD
Address: OAS General Secretariat Building
1889 F. Street, N.W.
Washington, D.C. 2006

Tel: 202-458-6870
Fax: 202-458-3904
E-mail: sdonovan@iacd.oas.org

4.3 The Project Coordinator designated by Microsoft is:

Name: Rafael Pérez Colón,
Title: Government Relations Regional Manager
Address: Microsoft Latin America
5335 W Wisconsin Ave. N.W.
Suite 600
Washington DC 20015

Tel: 202-243-6705
Fax: 202-274-1447
E-mail: rafaelpc@microsoft.com

4.3 The Project Coordinators shall prepare joint annual and joint midyear reports covering project expenditures and progress for review by their respective superiors. The annual report shall be due on March 1st of the year following the year it covers, and midyear report shall be due on the September 1st immediately following the first semester of the year it covers.

4.4 The Project Coordinators may delegate their functions to other officials, employees, and/or contractors of the parties, with advanced written notice to the other.

ARTICLE V: GENERAL TERMS AND CONDITIONS

5.1 This MOU shall enter into force on the date it is signed by both parties.

5.2 Unless otherwise terminated in accordance with the provisions below, this MOU will expire on December 31, 2006. It may be renewed by an exchange of letters or other written documentation signed and dated by both Parties. Sections 3.1, 3.2, 3.3,3.4, 5.6 and 5.7 will survive after the expiration of this MOU.

5.3 Either Party may terminate this MOU by giving sixty days' advanced written notice to the other. The termination of this MOU will not necessarily affect intellectual property rights arrangements and licenses entered into pursuant to this Agreement unless otherwise stated in those arrangements and licenses.

5.4 The Dispute Resolution provisions set out in Article VII of the Framework Agreement shall govern this MOU.

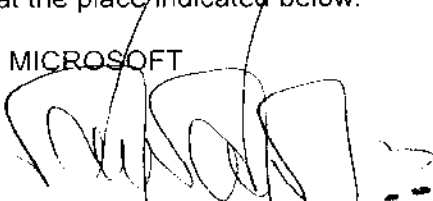
5.5 This MOU may be modified by an exchange of letters or other written document clearly intended for that purpose and signed by both Parties.

5.6 This MOU and all activities contemplated hereunder shall be subject to the Microsoft Corporation mutual Non-Disclosure Agreement between the parties.

5.7 No party shall issue any press release or make any public announcement(s) relating in any way whatsoever to this MOU or the undertakings contemplated by this MOU without the express prior written consent of the other party. Without limitation to the foregoing, the parties shall jointly determine the terms, context, format, and text of any announcement relating to this MOU. No party shall use the other party's trademarks, trade names, service marks or logos without obtaining the other party's prior consent pursuant to a written trademark license agreement.

SIGNED by the duly authorized representatives of the Parties in duplicate originals on the date and at the place indicated below.

FOR MICROSOFT



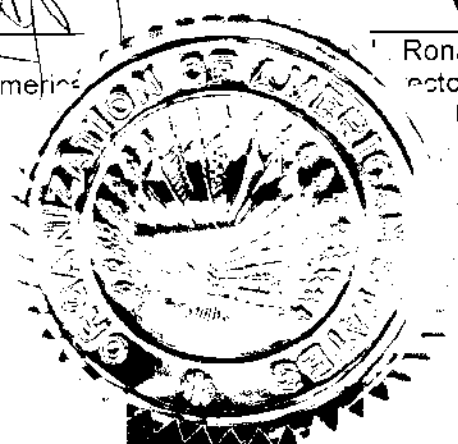
Eugenio Beaufrand
Vice President, Latin America
Date: May 19, 2003

FOR GS/OAS



Ronald Scheman
Director General, IACD
May 19, 2003

Attachment : Annex 1



Annex I
"Project Identification "

The following are the mutually selected initial areas of cooperation between the IACD and Microsoft, as referenced in Clause 1.2. of this MOU.

The possibility to develop and offer new solutions under pilot projects, adapted under the best practices program, with favorable conditions for the member state governments on subjects related to technological innovation associated with "e-Government", is a priority for the OAS/IACD. Microsoft Corporation shall cooperate with the OAS/IACD in the design and execution of an initiative that will make available to the member states these programs. The receiving country government, region or municipality, shall be required to contribute to the projects with staff and resources (in kind or purchases) as required. These requirements shall be specified in each project agreement agreed to by the parties.

The project figures indicated below, represent the contribution of the parties of consulting, cash, software licenses, and other in kind resources as specified therein, respectively, as agreed with the OAS/IACD, and the monetary US\$ values are estimated figures and are related to the individual projects that shall be offered in Latin America and the Caribbean. For each project, on the phases of development, implementation and operation, specific agreements shall be drawn up between the different participating government entities and organizations.

<u>PROJECT</u>	<u>CONTRIBUTION</u>		
	<u>Microsoft</u>	<u>IACD</u>	<u>Other Partners</u>
<u>1- Municipal Portal</u>			
Application donation (code sharing)	25,000		
Microsoft Software	45,000		
Consulting and Implementation Services	20,000		
Technical training	10,000		
Management & Coordination	10,000	10,000	
Subtotal	110,000		
# of Sites	20		
Total Contribution	2,200,000	200,000	
<u>2- Citizen Relations Application</u>			
Application (code sharing)	40,000		
Microsoft Software	6,000		
Consulting and Implementation Services	27,000		
Technical training	10,000		
Management & Coordination	8,300	10,000	
Subtotal	91,300		
# of Sites	20		
Total Contribution	1,826,000	200,000	
<u>3- Tool for Telecenter Management</u>			
Application (code sharing)	15,000		
Microsoft Software	5,000		
Consulting and Knowledge transfer	5,000		
Technical training	2,000		
Management & Coordination	2,700	2,000	
Subtotal	29,700		
# of Sites	50		
Total Contribution	1,485,000	100,000	

4- E-Procurement Application

Application (Vesta code sharing)			300,000
Microsoft Software	60,000		
Consulting and Knowledge transfer	30,000		
Technical training	20,000		
Management & Coordination	11,000	25,000	
	Subtotal	121,000	
# of Sites		2	
Total Contribution	242,000	50,000	600,000

5- Education Management Application - Dominican Republic

Application (code sharing)			250,000
Microsoft Software	60,000		
Consulting and Knowledge transfer	30,000		
Technical training	20,000		
Management & Coordination	11,000	10,000	
	Subtotal	121,000	
# of Sites		2	
Total Contribution	242,000	20,000	500,000

Grand Total US\$: Contribution / Items **\$ 5,995,000** **\$570,000** **\$ 1,650,000**