

ACUERDO BILATERAL

Clasificación: 81-2011

Fecha de Ingreso: 15 de febrero de 2012

Nombre del Acuerdo: General Cooperation Agreement between the General Secretariat of the Organization of American States and Universidad del Norte

Materia: General Cooperation Agreement between the General Secretariat of the Organization of American States and Universidad del Norte

Partes: SG/ Universidad del Norte

Referencia: Universidad del Norte

Fecha de Firma: 18 de agosto de 2011

Fecha de Inicio

Fecha de Terminación

Lugar de Firma:

Unidad Encargada: Departamento de Desarrollo Económico, Comercio y Turismo

Persona Encargada:

Original

Claves

Cierres del proceso

**GENERAL COOPERATION AGREEMENT
BETWEEN
THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES
AND
UNIVERSIDAD DEL NORTE**

THE PARTIES, the General Secretariat of the Organization of American States ("GS/OAS") a public international organization, with headquarters at 1889 F. St. N.W., Washington, D.C. 20006, United States of America, represented by its Acting Executive Secretary for Integral Development, Mr. Jorge Saggiante and Universidad del Norte ("UNINORTE"), a private, accredited university with Headquarters at Km.5 Via Puerto Colombia, Barranquilla, Colombia, represented by its Chancellor, Dr. Jesús Ferro Bayona,

CONSIDERING:

That in our Hemisphere there is a pressing need to expand science, technology, engineering and innovation as driving forces for social and economic development, and that the improvement of engineering and innovation capacities are fundamental to increase regional and national productivity and competitiveness;

That as a result of discussions between the two organizations, the Parties have identified avenues for possible cooperation with a view towards leveraging their respective strengths in areas of shared interest;

That UNINORTE, founded in 1966, is committed to reaching greater levels of excellence and to become a focus of influence and a center for leadership in research and analysis in Latin America and the Caribbean;

That, through its internationally accredited engineering programs, it strives to educate students and to contribute, through its institutional presence, to the community and to the harmonious development of society and the country;

That the GS/OAS received mandates from the First Meeting of Ministers and High Authorities on Science and Technology in the Framework of CIDI (Lima, 2004) to help Member States of the OAS countries to improve engineering education capacities;

That pursuant to those mandates, GS/OAS created the hemispheric initiative Engineering for the Americas (EftA) as a focal point for actions, cooperation, and activities to promote economic and social development through quality engineering education for innovation, productivity and competitiveness and hemispheric collaboration in job creation;

That at their Second Meeting (Mexico City, 2008), the Ministers and High Authorities on Science and Technology agreed to reinforce the EftA initiative, and to "review and update university engineering curricula to train engineers and scientists who are highly qualified and oriented toward applied sciences"... and "encourage entrepreneurship"



That the Parties' goals and objectives to improve engineering education are substantially congruent with EftA's flagship Program "Engineering Education for Competitiveness" ("EEC");

That the Parties have a mutual interest in contributing to the efficiency and improvement of the productive sector, the overall transfer of technology from university to industry and also in promoting activities oriented to solving the basic needs of communities and society in general, including enterprise incubators, technology parks, community-oriented initiatives (potable water, energy, environment);

That GS/OAS is the central and permanent entity of the OAS, and it is authorized to carry out agreements of cooperation in accordance with Article 112(h) of the Charter and OAS General Assembly Resolution AG/RES. 57 (I-O/71),

HAVE AGREED:

ARTICLE I - PURPOSE

The purpose of this General Cooperation Agreement ("the Agreement") is to provide a framework for the implementation of joint projects of the Parties for the improvement of engineering education through upgrading curricula, promoting entrepreneurship, innovation and social awareness and facilitating academic-public-private sector partnerships.

ARTICLE II – SCOPE AND EXTENT

2.1 The activities conducted under this Agreement may include but are not limited to the following areas of cooperation:

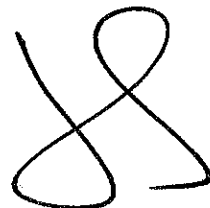
a. Development and implementation of joint programs, to increase regional engineering and innovation capacities through excellence in academics, improving engineering curricula, sharing best practices providing technical assistance, promoting social awareness, facilitating academic-public-private sector partnerships, and strengthening applied research and development;

b. Active participation in the implementation of EftA's flagship program "Engineering Excellence for Competitiveness" ("EEC");

c. Development of specific training, internships, co-ops, applied research, academic and industry cooperative programs in areas of mutual interest;

d. Development and implementation of capacity building activities in the areas of mutual interest; and

e. Support for and participation in the creation of an Engineering Education network.



ARTICLE III – COOPERATION MODALITIES

3.1 The Parties shall enter into a letter of agreement (“LoA”) for each joint project or other activity under this Agreement. Each LoA shall specify:

- a. The objectives sought;
- b. The dependencies of each of the Parties that will execute the program, project and/or activity;
- c. The work plan: stages, planning and chronology of development;
- d. The budget and the human and material resources required by the program, project and/or activity, specifying the financial responsibilities and contributions of each Party (indicating the nature and the amount), the schedule of the contributions and, as required, the property of the material resources that are acquired;
- e. The coordination, notification and follow-up of the program, project and/or activity; and
- f. That this Agreement is the programmatic and juridical framework for the program, project or activity.

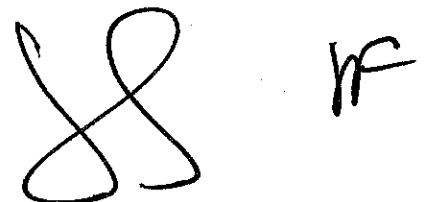
3.2 The Parties shall consult periodically, as they deem necessary to comply with the purpose of this Agreement and shall keep written records of those consultations. They may form a Committee with representatives appointed by each for that purpose.

3.3 The obligations of the Parties under this Agreement are subject to the availability of sufficient human and financial resources.

3.4 Any activities under this Agreement are contingent upon the availability of sufficient human and financial resources. For that reason, the Parties shall jointly develop and devise strategies for seeking resources, and shall endeavor to secure adequate funding from various sources, including international/regional organizations, governmental agencies, corporations or private organizations, foundations, and individual philanthropists, to cover the costs of those activities.

ARTICLE IV – FINANCIAL PROVISIONS

This Agreement in and of itself does not create obligations of a financial nature for either of the Parties.

Handwritten signature and initials in black ink, located at the bottom right of the page.

ARTICLE V – COORDINATION AND NOTICE

5.1 Each Party shall designate its representative (“Designated Representative”), who shall serve as primary contacts for the respective institutions and for the purpose of sending and receiving all official communications between them regarding this Agreement.

5.2 The Designated Representatives for sending notices and communications from GS/OAS and receiving them from UNINORTE is:

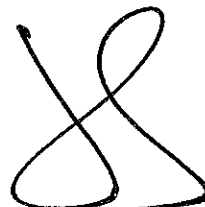
Oscar Harasic
Chief, Office of Science, Technology and Innovation
Department of Economic Development
Executive Secretary for Integral Development
1889 F Street, N.W.
Washington, D.C. 20006
USA
Tel.: (1-202) 458-3375
Fax: (1-202) 458-3259
Electronic Mail: oharasic@oas.org

5.3 The Designated Representative for sending notices and communications from UNINORTE and receiving them from GS/OAS is:

Javier A. Páez,
Dean of Engineering
Universidad del Norte
Km. 5 vía a Puerto Colombia
Barranquilla, Colombia
Tel.: (575) 3509271
Fax: (575) 3509255
Electronic Mail: jpaez@uninorte.edu.co

5.4 All communications and notifications under this Agreement will be valid only when they are sent by mail, facsimile, or electronic mail addressed to the primary contacts whose names are set out above. When the communications and notifications are transmitted by electronic mail, they shall be valid when they are sent directly from the electronic address of the Designated Representative of one of the Parties to the electronic address of the Designated Representative of the other.

5.5 Either Party may change its Designated Representative named above, as well as the Representative’s address, telephone, fax and/or electronic mail indicated above by notifying the other Party of the change in writing.



ARTICLE VI – DISPUTE RESOLUTION

6.1. The Parties shall first attempt to resolve any dispute between them regarding this Agreement and the LoAs through friendly discussions. 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) 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 shall decide the dispute as *amiable compositeur* or *ex aequo et bono*. The arbitration's decision shall be final, binding and not subject to appeal.

6.2 Nothing in this Agreement constitutes an express or implied waiver of the privileges and immunities of the Parties and their personnel.

ARTICLE VII – GENERAL PROVISIONS

7.1 The Parties shall observe the highest ethical standards and administrative transparency in all actions and activities related to this Agreement.

7.2 This Agreement shall enter into force upon signature by the duly authorized representatives of the Parties and shall remain in force indefinitely unless and until terminated in accordance with this Agreement.

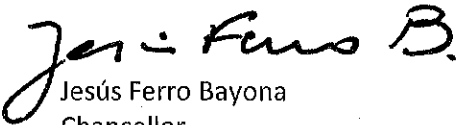
7.3 The Parties may amend this Agreement by way of a written document of amendment, signed by the duly authorized representatives, dated and attached hereto.

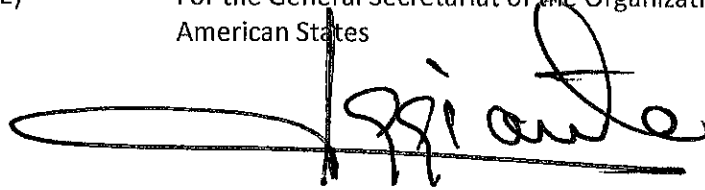
7.5 The Parties may terminate this Agreement by mutual consent or by way of thirty days' advanced written notice by one Party to the other. Notwithstanding the termination of this Agreement, the LoAs referred to in Article III that the Parties have signed and that have been duly financed shall continue to completion, unless the Parties otherwise agree in writing.

SIGNED by the duly authorized representatives of the Parties, in duplicate originals in the English language, on the date indicated below.

For Universidad del Norte (UNINORTE)

For the General Secretariat of the Organization of American States


Jesús Ferro Bayona
Chancellor


Jorge Saggiante
Executive Secretary for Integral Development
(Acting)

Date: August 18, 2011

Date: August 18, 2011