Acuerdos Bilaterales

9-2003

Clasificación:

Fecha de Ingreso:	13 de febrero de 2003
Nombre de Acuerdo:	Memorandum of Understanding
Materia:	Relaciones Generales de Cooperación
Partes:	SG/OEA & The International Space University
Referencia:	ISU
Fecha de Firma:	17 de diciembre de 2002
Fecha de Inicio:	17 de diciembre de 2002
Fecha de Terminación:	17 de diciembre de 2007
Lugar de Firma:	Washington D.C, Estados Unidos
Unidad Encargada:	
Persona Encargada:	
Original:	
Claves:	
Cierre del proceso:	





MEMORANDUM OF UNDERSTANDING BETWEEN THE INTERNATIONAL SPACE UNIVERSITY AND THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES

The International Space University ("ISU") and the General Secretariat of the Organization of American States ("GS/OAS"), through the Executive Secretariat for Integral Development ("SEDI") of the Inter-American Agency for Cooperation and Development (hereinafter "IACD"), represented by the Executive Secretary for Integral Development and Director General of the IACD

Recalling the ISU mission to provide interdisciplinary, international and intercultural education programs that prepare students and professionals to respond to the current needs and evolving demands of the space-related sectors in a rapidly changing world;

Considering that the Inter-American Agency for Cooperation and Development was established by the OAS General Assembly in 1999 to promote, coordinate, manage and facilitate the planning and execution of programs, projects, and activities within the scope of the OAS Charter, and in particular, within the framework of the Strategic Plan for Partnership for Development of the Inter-American Council for Integral Development;

Bearing in mind that the GS/OAS, through its Executive Secretariat for Integral Development ("SEDI/IACD"), serves as the IACD permanent secretariat;

Recognizing that the IACD's Business Plan identifies as that agency's central mission the acceleration of the development of the OAS Member States "through the application of technical cooperation and training, with special emphasis on cooperation among the Latin American and Caribbean nations";

Noting that the SEDI/IACD desires to provide customer-driven training and professional development programs to enhance the capabilities of potential users of remote sensing and other space-related technologies;

Recognizing that ISU has unique capabilities to develop and deliver interdisciplinary space-related educational programs derived from its fifteen years of experience in providing such programs to graduate-level students and professionals from around the world;

Recognizing that ISU has unique perspectives and expertise derived from its experience in conducting international educational programs in North and South America, Europe and Asia, and also from its extensive international network comprised of almost 2000 alumni in more than 80 countries, along with more than 700 faculty and lecturers from around the world;

Noting that ISU is a non-profit 501(c)3 educational organization registered in the United States since its establishment in Cambridge, Massachusetts, in 1987;

Have agreed that it is in the best interests of both organizations to collaborate towards their common goals of providing and promoting education and professional development in space and space-related fields, and have agreed as follows:

ARTICLE I PURPOSE

- 1.1 The purpose of this Memorandum of Understanding (hereinafter referred to as the "MOU") is to provide a set of guidelines under which the cooperative relationship between ISU and the GS/OAS through the IACD (the "Parties") will be implemented.
- 1.2 Separate implementing arrangements regarding specific activities to be undertaken under this MOU and detailing respective responsibilities, funding and any other necessary and appropriate provisions may be entered into as necessary and appropriate.

ARTICLE II RESPONSIBILITIES

- 2.1. ISU shall use its best efforts to:
 - a. If requested by IACD, develop and conduct lectures, short lectures and programs on specific topics, as well as professional development courses based upon the ISU interdisciplinary mode,
 - b. Use its Website and other outreach mechanisms to promote specific activities of the IACD that address subjects of mutual interest, and

- c. Coordinate with IACD in its activities in Latin America and the Caribbean.
- 2.2. The SEDI/IACD shall use its best efforts to:
 - a. Assist in student recruitment for ISU among universities and other organizations in the Americas,
 - b. Provide an annual scholarship for a Latin American graduate-level student to attend the ISU Summer Session,
 - c. Provide a link to the Website of ISU thus promoting awareness of ISU among visitors to its site,
 - d. Use its outreach mechanisms to promote specific activities of ISU that address subjects of mutual interest, and
 - e. Promote the training capabilities of ISU among its Member Countries.

ARTICLE III FUNDING

3.1 Arrangements regarding the funding of specific activities facilitated by this MOU will be concluded separately. Obligations of ISU and the IACD pursuant to this MOU are subject to their respective funding procedures and the availability of funds and/or other resources.

ARTICLE IV COMMUNICATIONS

4.1. ISU and the IACD will coordinate releases of information about their collaborative activities. ISU and the IACD may each release information about their separate activities without prior consultation.

ARTICLE V EXCLUSIVITY

5.1. This relationship between ISU and the IACD is not an exclusive one. Over time, it is anticipated that each will enter into relationships with a variety of other organizations interested in collaborating on space education and outreach.

ARTICLE VI INTELLECTUAL PROPERTY

6.1. ISU grants IACD a limited license to use only in connection with joint IACD/ISU projects and activities, the ISU logo and words "International Space University" or the letters "ISU" or a combination, variation, or colorable imitation of those words or letters, either alone or in combination with other words or letters in a manner reasonably calculated to convey that the project or activity is a joint IACD/ISU undertaking.

6.2. IACD grants ISU a limited license, to use only in connection with joint IACD/ISU projects and activities, the IACD logo and words "IACD" or a variation, or colorable imitation of those words either alone or in combination with other words or letters in a manner reasonably calculated to convey that the ISU has a relationship with the IACD.

ARTICLE VII POINTS OF CONTACT

- 7.1 Each Party has appointed the individual indicated below to serve as its representative for the receipt of notice under this MOU.
 - a. For GS/OAS

L. Ronald Scheman
Director General, IACD
General Secretariat Building
1889 F Street, N.W.
Washington, DC 20006 USA
TEL. 202-458-3510
FAX. 202-458-3526

b. For ISU

Karl Doetsch President, ISU Parc d'Innovation 67400 Illkirch-Graffenstaden FRANCE TEL. 33-3-88-65-54-30 FAX. 33-3-88-65-54-47

ARTICLE VIII CONSULTATION/DISPUTE RESOLUTION

8.1. Any dispute arising out of the interpretation or implementation of this Agreement shall be resolved through negotiations between the Parties.

ARTICLE IX DURATION, AMENDMENT AND TERMINATION

9.1. This MOU will enter into force upon signature of the Parties and will remain in force for five years. It will be automatically renewed for further five-year periods, unless either Party decides to terminate it and provides the other Party three months written notice.

- 9.2. This MOU may be terminated at any time by either Party upon three months prior written notice to the other Party. The termination of this agreement will not affect the specific implementing arrangements that are in effect at the time this Agreement is terminated, unless the corresponding implementing arrangements provides to the contrary.
- 9.3. This MOU may be modified upon mutual written agreement of the Parties. Such agreement may be by an exchange of letters intended for that purpose.

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

For ISU:

For the GS/OAS:

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Washington D.C. December 17, 2002 L. Ronald Scheman, Director General, IACD

Washington D.C. December 17, 2002