

Acuerdos Bilaterales

Clasificación: 99-2003

Fecha de Ingreso: 8 de octubre de 2003

Nombre de Acuerdo: Cooperation Agreement

Materia: Educación / Ciencia / Cultura

Partes: SG/OEA & The Pennsylvania State University World Campus

Referencia: PSUWC

Fecha de Firma: 3 de octubre de 2003

Fecha de Inicio: 3 de octubre de 2003

Fecha de Terminación:

Lugar de Firma: University Park, Pennsylvania, Estados Unidos / Washington, D.C. Estados Unidos

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 PENNSYLVANIA STATE UNIVERSITY WORLD CAMPUS**

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AND THE PENNSYLVANIA STATE UNIVERSITY WORLD CAMPUS**

The Parties to the present cooperation 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 Pennsylvania State University, a Pennsylvania non-profit corporation and an instrumentality of the Commonwealth of Pennsylvania, with a principal place of business located at 208 Old Main, University Park, Pennsylvania 16801, represented by Dr. Craig Weidemann, Vice President for Outreach. On March 21, 2003, the Board of Trustees of The Pennsylvania State University approved President Graham B. Spanier's appointment of Dr. Craig D. Weidemann as Vice President for Outreach, effective July 1, 2003.

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 The Pennsylvania State University World Campus is the virtual distance education system of a comprehensive public research university through which the University s academic units serve students worldwide, including students in numerous Central and South American countries. The World Campus operates under University administrative policy as Penn State s single distance education delivery system.

Considering that The Pennsylvania State University World Campus extends undergraduate and graduate degrees, post baccalaureate certificate programs, and noncredit professional development programs of Penn State academic units through distance education to improve access to education in areas ranging from community and economic development to business, information sciences, geography, and teacher education,

Have agreed as follows:

ARTICLE I

Purpose

- 1.1 The specific purpose of this cooperation agreement is to create an organizational framework to support the development of a formal business plan and develop project or activity specific contracts for distance education programs in order to strengthen education and training in the Americas through the application of information technology.


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 cooperation 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 World Campus at Penn State Shall:
- a. Identify undergraduate, graduate, and professional development programs available online from Penn State for possible inclusion on the IACD/OAS Portal of the Americas.
 - b. Collaborate with IACD/OAS on the development of a business plan and contractual arrangement to govern the relationship between the two organizations for ongoing delivery of Penn State World Campus programs through the IACD/OAS Portal of the Americas.
 - c. Assist in identifying other U.S.-based distance education programs that meet IACD/OAS strategic needs; and
 - d. Send to IACD/OAS, on request, a copy of the Statutes, Ordinances and the policies governing Penn State World Campus operations as they may relate to the common objectives of the Parties and the implementation of this cooperation agreement and subsequent agreements between the Parties.
- 3.2 The IACD shall:
- a. Collaborate with Penn State World Campus in the design on the development of a business plan and contractual arrangement to govern the relationship between the two organizations for ongoing delivery of Penn State World Campus programs through the IACD/OAS Portal of the Americas.
 - b. Inform Penn State World Campus of IACD programs under development in areas of mutual interest, in particular those related to providing access to educational programs and scholarships, and consider Penn State World Campus s participation in them;
 - c. Invite representatives of Penn State World Campus to technical meetings of IACD/OAS bodies, to the extent permitted under their rules, when matters regarding human
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development are to be discussed and/or when Penn State World Campus expresses its interest in participating in any of such meetings; and

- d. Take account of Penn State World Campus's written observations on matters of common interest.

ARTICLE IV

Scope of Special Cooperative Relations

- 4.1 The Parties may develop additional 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 Penn State World Campus 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 cooperation agreement and by January 31st of each year thereafter that this cooperation agreement is in force, each Party shall present in writing to the other a document setting out a Proposed Working Program for the calendar year in progress.
- 5.2 Each Party's Proposed Working Program shall contain proposals for the joint implementation of projects or activities of mutual interest.
- 5.3 The Parties will begin development of a business plan and contract, with the goal of reaching closure—either through a signed agreement or an agreement to discontinue discussions—by January 31, 2004.
- 5.4 Once it is jointly decided by the parties which of the projects and activities in the Proposed 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 contract setting out the terms and conditions governing each such project and activity. Each contract 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.

- 5.5 The rights and responsibilities of the Parties in publications resulting from a specific joint project of activity shall be established in the corresponding contract or in a separate agreement addressing publishing rights specifically between them, as it may be mutually agreed upon by the parties.

ARTICLE VI Budgetary Limitations

- 6.1 This cooperation agreement shall not commit either party to specific financial obligations to the other party. Any future financial obligations will be specifically identified in the contractual agreements developed and as referenced in Articles I, III, and V.

ARTICLE VII Dispute Resolution

- 7.1 Either Party may terminate this agreement with 60 days written notice to the other Party.
- 7.2 Nothing expressly stated or implied in this cooperation 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 cooperation agreement is to operate as a waiver of the privileges and immunities of Penn State World Campus or its personnel under the laws and regulations of the United States or under International law.

ARTICLE VIII Term, Modification and Termination

- 8.1 This cooperation 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 cooperation agreement shall enter into force from the date upon which it is signed by both Parties.
- 8.3 Either Party may terminate this cooperation agreement for convenience by giving sixty calendar days prior written notice to the other.



8.4 If a contract is not completed and the parties wish to continue planning, this cooperation agreement shall remain in force until either Party notifies the other in writing that it does not wish to continue the cooperation agreement.

8.5 The termination of this cooperation agreement shall not affect the specific projects and activities then in progress and properly funded unless the corresponding contract associated with the specific projects and activities 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 cooperation 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:

The Director General
Inter-American Agency for Cooperation and Development
General Secretariat of the Organization of American States
1889 F Street, NW
Washington, D.C. 20006
Tel: 202 458 3783
Fax: 202 458 3526

9.2 The office within The Pennsylvania State University responsible for carrying out and coordinating its obligations under this cooperation agreement is The Office of the Associate Vice President for Outreach and Executive Director, World Campus, under the administration of the Vice President for Outreach. All notices for the PENN STATE WORLD CAMPUS in relation to this Agreement should be sent to:

Associate Vice President for Outreach
The Pennsylvania State University
207 Mitchell Bldg.
University Park, PA 16802
Telephone: 814-863-3248
Fax: 814-865-3290

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.




Craig Weidemann
Vice President for Outreach

FOR THE PENNSYLVANIA STATE
UNIVERSITY

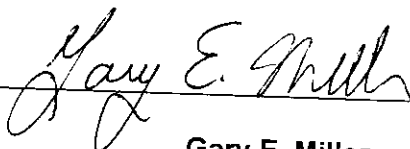
September 30, 2003
University Park, Pennsylvania, USA


L. Ronald Scheman,
Director General, IACD

FOR THE GENERAL SECRETARIAT OF
THE ORGANIZATION OF
AMERICAN STATES

October 3, 2003
Washington, DC, USA

WITNESSES OF HONOR



Gary E. Miller
Associate Vice President for Outreach

FOR THE PENNSYLVANIA STATE
UNIVERSITY

September 30, 2003
University Park, Pennsylvania, USA



Carlos E. Paldao
Director

FOR THE GENERAL SECRETARIAT OF
THE ORGANIZATION OF
AMERICAN STATES

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Washington, DC, USA