

ACUERDO BILATERAL

Clasificación: 99-2011

Fecha de Ingreso: 16 de febrero de 2012

Nombre del Acuerdo: Memorandum of Understanding between the Trust for the Americas and the General Secretariat of the Organization of American States (“GS/OAS”) through the Secretariat for External Relations’ Department of International Affairs for Providing Financial Support to the Haitian Diaspora Forum: Contributing to a Strategic Plan for Reconstruction and Development in Haiti

Materia: Providing Financial Support to the Haitian Diaspora Forum: Contributing to a Strategic Plan for Reconstruction and Development in Haiti

Partes: SG/ Trust for the Americas

Referencia: Trust for the Americas

Fecha de Firma: January 9th, 2011

Fecha de Inicio

Fecha de Terminación

Lugar de Firma: Washington, D.C., US

Unidad Encargada: Departamento de Asuntos Internacionales

Persona Encargada:

Original

Claves

Cierres del proceso

MEMORANDUM OF UNDERSTANDING

Between

THE TRUST FOR THE AMERICAS
and the GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES
("GS/OAS") THROUGH THE SECRETARIAT FOR EXTERNAL RELATIONS'
DEPARTMENT OF INTERNATIONAL AFFAIRS

for

PROVIDING FINANCIAL SUPPORT TO THE HAITIAN DIASPORA FORUM:
CONTRIBUTING TO A STRATEGIC PLAN FOR RECONSTRUCTION AND
DEVELOPMENT IN HAITI

THE PARTIES to the present Memorandum of Understanding ("MOU"), the General Secretariat of the Organization of American States ("GS/OAS"), a public international organization with headquarters in Washington, D.C., through its Department of International Affairs of the Secretariat for External Relations ("SER/DIA"), and The Trust for the Americas ("The Trust"), a not-for-profit corporation created under the laws of the District of Columbia and having tax exempt status under Section 501(c)(3) of the Internal Revenue Code of the United States of America,

CONSIDERING:

That The SER/DIA is responsible for maintaining and strengthening relations with Permanent Observers of the GS/OAS and developing strategies with civil society and other agencies in the United Nations and Inter-American systems to advance the agenda of the Organization of American States ("OAS"). The SER/DIA is also charged with resource mobilization activities and outreach programs, such as the Lecture Series of the Americas, OAS Policy Roundtables, the Model OAS General Assembly, and briefings for diverse audiences;

That in the course of these activities, SER/DIA has been tasked by the GS/OAS with organizing the Haitian Diaspora Forum to develop recommendations to the Government of Haiti and the Conference of donors as part of its contribution into the elaboration of a strategic plan for the reconstruction and development of Haiti;

That on December 16, 2010, SER/DIA received notice from the W. K. Kellogg Foundation ("The Donor") approving funding in the amount of \$25,000 ("The Funding") with the purpose of contributing to SER/DIA's efforts in organizing the Haitian Diaspora Forum;

That The Donor expressly requires in its Grant Letter that The Funding be received through a 501 (c)(3) non for profit corporation;

That The Trust is a 501 (c)(3) non for profit corporation incorporated under the laws of the District of Columbia;

That the GS/OAS and The Trust entered into a Cooperative Agreement dated September 18, 1998 which establishes the terms for general collaboration between The Trust and GS/OAS; and

That the GS/OAS is the central and permanent organ of the Organization of American States 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),

THE PARTIES AGREE:

That The Trust will receive from The Donor, and on behalf of SER/DIA, the amount of \$25,000 (USD) ("The Funding"). Once received the Funding will be transferred to SER/DIA to support the activities necessary for organizing the Haitian Diaspora Forum pursuant to the following terms and conditions:

1. Funding:

\$25,000 will be used for the purpose stated in the Grant letter issued by Kellogg foundation and dated December 16, 2010.

2. Funds Origin:

The Funding provided under this MOU originates from funding to be received by The Trust from The Donor for the purpose of organizing the Haitian Diaspora Forum. SER/DIA will notify The Donor that The Funding will be received through The Trust.

3. Transfer and Use of Funds:

Once received, The Trust will transfer The Funding directly to SER/DIA. SER/DIA will be responsible for relations with third parties including, contractual relations as well as invitations and coordination of activities, among others.

4. Records:

The Funding shall be used by SER/DIA solely for the purposes stated by The Donor in its Grant Letter. SER/DIA shall keep records of all transactions/contracts/invoices for examination by the donor. SER/DIA will comply with all terms and conditions as stated in the Grant Letter received from the Donor on December 16, 2010. The Grant Letter is included in this document as Annex I.

5. Reports:

SER/DIA will provide directly to The Donor, those reports as required per Donor rules and stated in the grant letter (if any). Upon request by The Trust, SER/DIA will provide copy of such reports within 30 days of being submitted to the Donor.

6. Conditions of transfer:

The Trust shall transfer The Funding to SER/DIA upon reception of funding from the Donor and completion of this MOU.

7. Indirect Cost Recovery:

The Trust will not charge SER/DIA for the transfer of the funding received from the Donor. SER/DIA is directly responsible for any Indirect Cost Recovery ("ICR") to be levied by the GS/OAS upon The Funding.

8. Recognition:

The Trust expects no public or private recognition for this funding nor will The Trust participate directly in the meetings or bear any responsibility for the final result. Credit for the funding should be given to the Donor.

9. Notice:

9.1 For purposes of receiving written notice under this MOU, the duly appointed representatives of the Parties are as follows:

a. For The Trust:

Name: Linda Eddleman
Title: Executive Director
Address: The Trust for the Americas
General Secretariat of the Organization of American States
1889 F Street, 6th Floor
Washington, DC 20006
Telephone: 202/458-3475
Facsimile: 202/458-3526

b. For SER/DIA:

Name: Irene Klinger
Title: Director
Address: Department of International Affairs
Secretariat for External Relations
General Secretariat of the Organization of American States
17th Street & Constitution Ave., N.W.
Washington D.C. 20006, USA

10. Dispute Resolution, Privileges and Immunities, and General Provisions

The Parties shall address all matters such as privileges and immunities, dispute resolution, and other general provisions in accordance with the September 18, 1998 Cooperative Agreement between the GS/OAS and The Trust for the Americas. The GS/OAS through SER/DIA will defend and hold harmless The Trust for any action derived from the implementation of the Haitian Diaspora Forum or the use of The Funding. This includes bearing the cost of audits that might be required by The Donor upon funding received.

SIGNED by the duly authorized representatives of the Parties in Washington, D.C., on the dates indicated below:

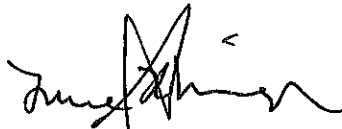
For The Trust of the Americas



Linda H. Eddleman
Executive Director

Date: 1/9/11

For the General Secretariat of the
Organization of American States



Irene Klinger
Director
SER/Department of International Affairs

Date: 1/7/11



**W.K. KELLOGG
FOUNDATION**

Our Children. Our Mission. Our Future.
One Michigan Avenue East
Battle Creek, Michigan 49017
(269) 968-1611

GRANT COMMITMENT

December 16, 2010

Grantee: Organization of American States

Grant Reference No.: P3016188 (Please refer to this number in ALL correspondence/reports)

Grant Amount: \$25,000

Foundation Contact Person: Alejandro Villanueva (email address: alejandro.villanueva@wkkf.org)

The W.K. Kellogg Foundation ("Foundation") is pleased to provide the above-referenced grant subject to the following conditions:

Deposit of the enclosed check for \$25,000 indicates Grantee's acceptance of the terms and conditions set forth below.

GRANT CONDITIONS

1. **Purpose:** Grant funds shall be used solely to provide funds to support an event, the Haitian Diaspora Conference, to develop recommendations for the recovery and development of the Haitian population.
2. **Tax Requirements:**
 - A. Grant funds may be expended only for charitable, educational, literary, or scientific purposes in accordance with the document(s) listed in paragraph 1 of this grant agreement and the terms of this Commitment. Grant funds may be used to inform the public or influence public policy consistent with the document(s) listed in paragraph 1, subject to the provisions of paragraph 2B below.
 - B. Under the U.S. Internal Revenue Code ("Code") Grantee or any sub-grantee may not use grant funds or any income earned thereon:
 - (a) to carry on propaganda or otherwise to attempt to influence legislation (within the meaning of Section 4945(d)(1) of the Code),
 - (b) to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive (within the meaning of Section 4945(d)(2) of the Code),
 - (c) to make grants to individuals or to other organizations that do not comply with the requirements of Section 4945(d)(3) or (4) of the Code, or
 - (d) to undertake any activity other than for a charitable, educational, literary, or scientific purpose specified in Section 170(e)(2)(B) of the Code.

Grantee agrees to include this condition in any sub-grant utilizing funds from this grant.
 - C. Grantee represents that it is a governmental unit or an organization described in Section 501(c)(3) of the Code and is not a "private foundation" within the meaning of Section 509(a) of the Code. Grantee will notify the Foundation immediately of any change in its tax status, including any substantial change in its sources of support for any taxable year affected by this grant. Grantee also agrees that any sub-grant utilizing funds from this grant must only be made to a governmental unit or an organization described in Section 501(c)(3) of the Code and which is not a "private foundation" within the meaning of Section 509(a) of the Code and Grantee agrees to ensure that any sub-grant utilizing Foundation funds will not be made to any organization on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals & Blocked Persons List.
3. **Audit:** The Foundation may, at its expense and on reasonable notice to Grantee or any sub-grantee, monitor and evaluate operations under this grant, including on-site visits to observe Grantee's/sub-grantee's procedures and talk with Grantee's/sub-grantee's personnel.
4. **Use of Logo/Letterhead/Copyright:** The name, logo, letterhead, or any item copyrighted by the Foundation may not be used by Grantee or any sub-grantee without the written permission of the Corporate Secretary of the Foundation.

5. **Equal Opportunity:** The Foundation gives high priority to the realization of equality of opportunity for all members of society and strongly encourages diversity by the Grantee in all aspects of the Project covered by these grant funds.
6. **Royalties:** Publications, instructional modules, or other products, materials, or information (including computer software) developed in connection with this Project should come into the public domain and shall NOT provide royalties or otherwise inure to the personal benefit of individuals connected with this grant. Any moneys realized by Grantee or any sub-grantee from product sales must be utilized exclusively for this Project or for educational and charitable purposes. Grantee agrees to include this condition in any sub-grant utilizing funds from this grant.
7. **Release and Indemnity:** Unless prohibited by law, Grantee shall release, indemnify, defend, and hold harmless the Foundation, its officers, directors, and employees from and against all claims, damages, or injuries to person or property of the Foundation, Grantee, or any third party arising out of (directly or indirectly) or related in any way to the negligent actions or omissions of the Grantee, its officers, employees, agents, or sub-grantees under this grant or Project, except to the extent the claims, damages, or injuries are caused by the negligent acts or omissions committed by the Foundation.
8. **Compliance with Laws:** Grantee and any sub-grantee will comply with all applicable local, state, and federal laws and regulations.
9. **English Language Version Controls:** In the event that this Grant Commitment is executed in any language other than English, the parties shall simultaneously execute an English language version of the Grant Commitment. The English language version of the Grant Commitment will control for all legal purposes.
10. **No Control:** Beyond the rights and obligations specifically stated in this letter, the Foundation disclaims any legal right to control or otherwise influence the Grantee's use of any funds provided pursuant to this Agreement. Furthermore, it is expressly understood that in making this grant the Foundation assumes no obligation to provide additional funding to the Grantee.
11. Grantee agrees to immediately notify the Foundation of any (A) changes in persons holding senior executive positions at the Grantee, and (B) changes in the Grantee's organizational structure, financial condition, management, professional staffing, and operations that (i) threaten the Grantee's financial stability, (ii) cause significant differences from the initial representation to the Foundation of the Grantee's financial position, or (iii) affect the Grantee's ability to complete the Grant Project as agreed.
12. W.K. Kellogg Foundation funds may not be transferred to any other grant or organization.
13. This Agreement contains the entire agreement between the Foundation and the Grantee relating to the subject matter hereof, and supersedes all prior and contemporaneous negotiations, correspondence, understandings and agreements between the parties relating to the subject matter hereof. This Agreement may be modified or amended only by mutual written consent of the parties.
14. The Foundation's waiver or failure to enforce the terms of this Agreement in one instance shall not constitute a waiver of its rights hereunder with respect to other violations of this Agreement.

W.K. KELLOGG FOUNDATION

Signed: Ann C. Sherzer
Title: Ann C. Sherzer, Program Services Manager

Date: December 16, 2010