

COOPERATION AGREEMENT
BETWEEN
THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES
AND
BOTH ENDS BELIEVING

THE PARTIES TO THIS AGREEMENT, the General Secretariat of the Organization of American States (hereinafter “GS/OAS”), a public international organization, with headquarters at 1889 F Street, N.W., Washington, D.C. 20006, through the Executive Secretariat of the Inter-American Commission on Human Rights (hereinafter “ES/IACHR”), duly represented by its Acting Executive Secretary, Maria Claudia Pulido, and Both Ends Believing (hereinafter “BEB”), a non-profit and non-governmental organization, located at 5101 Tennyson Parkway, Plano Texas 75024, duly represented by its President, Mark Schwartz,

CONSIDERING:

That BEB is a non-profit and non-governmental organization that envisions a world in which every child grows up in a family and that it works to transform global child welfare through technology and collaboration;

That Children First Software (hereinafter “CFS”) CFS is a technology platform owned by BEB that works to create digital profiles of children living in institutions and orphanages around the world. CFS provides access to the child’s family history, demographics and health records, thereby allowing social workers to better advocate for the child and to place them in loving families;

That the Inter-American Commission on Human Rights (hereinafter “IACHR”) is a principal and autonomous organ of the Organization of American States (hereinafter “OAS”), in charge of the promotion and protection of human rights in the continent and, together with the Inter-American Court of Human Rights, it is an institution of the Inter-American System for the Protection of Human Rights;

The ES/IACHR intends to establish closer relations with various civil society organizations of the States Members of the OAS with the purpose of promoting inter-American standards to strengthen public policies, in particular on national systems for the protection of children's rights;

That, the IACHR considers that the use of BEB's CFS by the institutions in charge of alternative care of children will benefit them in its work of providing a permanent family to every child;

That, in accordance with the article 40 of the American Convention of Human Rights, the IACHR has an Executive Secretariat, which is part of the GS/OAS and whose headquarters are located in the city of Washington, D.C.; and

That the GS/OAS is the central and permanent organ of the OAS and has the power to establish and foster cooperative relations in accordance with article 112 (h) of the OAS Charter and with the Resolution of its General Assembly AG/RES. 57 (I-O/71),

HAVE AGREED to sign this Agreement:

ARTICLE I PURPOSE

1.1 The purpose of this Agreement is to establish the regulatory framework for the technical cooperation between the GS/OAS, through the ES/IACHR, and BEB to jointly promote the right of every child to have a family, in accordance with the international human rights standards and the United Nations Convention on the Rights of the Child, focusing on the deinstitutionalization of children deprived of family care through the dissemination of BEB's CFS among the OAS Member States for its voluntary use.

ARTICLE II OBLIGATIONS OF BOTH ENDS BELIEVING

2.1 BEB shall:

- a) Offer to OAS Member States the use of the four modules of CFS (profile, planning, placement and administration); scalable and configurable to each country's unique needs; and subject to the conclusion of a contract or agreement between BEB and the respective OAS Member State, containing the terms and conditions of a \$1.00 (one US dollar) symbolic license cost;
- b) Present to ES/IACHR before January 31 of each calendar year a report containing the list of contracts and agreements that BEB signs with an OAS Member States granting licenses to use CFS and a description of the activities carried out in those countries pursuant to the launch, implementation and evolution of the CFS;

- c) Organize and conduct meetings with ES/IACHR to address matters related to this Agreement; and
- d) As required, provide advice to the ES/IACHR on matters material to this Agreement.

**ARTICLE III
OBLIGATIONS OF THE GENERAL SECRETARIAT OF THE OAS**

3.1 Subject to the respective authorizations and the availability of funds and human resources, the GS/OAS, through the ES/IACHR, shall:

- a) Act an interlocutor towards the dissemination and promotion of the use of CFS in OAS Member States;
- b) Provide training on child rights based on the Inter-American system standards and technical cooperation for institutional adjustment to OAS Member States,
- c) Collaborate with BEB and the OAS Member State in the definition of the strategy to configure CFS based on the country's needs and the identification of the areas of improvement once CFS is implemented; and
- d) Facilitate the information and communication flow between BEB and the OAS Member States.

**ARTICLE IV
IDENTIFICATION AND IMPLEMENTATION OF OTHER PROGRAMS, PROJECTS
AND/OR JOINT ACTIVITIES**

4.1 Parties shall give consideration to developing other special cooperation relations in areas of common interest through supplementary agreements, memoranda of understanding or an exchange of letters, in accordance with Article 4.2 below, which shall include:

- a) The development and implementation of joint research projects;
- b) The exchange of bibliographic materials and access to databases and general information;
- c) The exchange of documents and specific information in relation to work programs that are of interest to each of the Parties;

- d) The exchange of professional personnel to strengthen study and research programs; and
- e) Joint meetings to address matters of common interest.

4.2 Once the Parties have decided on the programs, projects and/or activities to be implemented, and have obtained the authorization and the respective funds, the Parties will conclude a supplementary agreement, memorandum of understanding or exchange of letter with the terms and conditions applicable to the program, project and/or activity. Each supplementary agreement, memorandum of understanding or exchange of letters shall be signed by the duly authorized representatives of the Parties and specify, among others things, the following:

- a. Name of the agreed-upon program, project and/or activity;
- b. The objectives sought;
- c. The dependencies of each of the Parties that will execute the program, project or activity;
- d. The work plan: stages, planning and chronology of development;
- e. 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 amount thereof), the schedule of contributions and, where appropriate, the ownership of the material resources that are acquired;
- f. A provision related to the coordination, notification and monitoring of the program, project and/or activity; and
- f. A provision acknowledging this Agreement as the programmatic and legal framework of the program, project or activity.

4.3 The supplementary agreements, memoranda of understanding and letter signed under Article 4.2 shall be governed by the provisions of this Agreement, unless the Parties expressly modify them through these instruments.

ARTICLE V FINANCIAL PROVISIONS

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

5.2 The joint implementation of programs, projects and/or activities will be subject to what the Parties may provide in the supplementary agreements, memoranda of understanding and/or in the exchange of letters entered into pursuant to Article 4.2 of this Agreement.

ARTICLE VI COORDINATION AND NOTIFICATIONS

6.1 Within the GS/OAS, the dependency responsible for coordinating GS/OAS activities under this Agreement is the ES/IACHR and its Coordinators are Ms. Maria Claudia Pulido, Acting Executive Secretary of the IACHR, Ms. Norma Colledani, Coordinator of Technical Cooperation at the ES/IACHR's Section of Promotion, Training and Technical Cooperation, and Ms. Maria Clara Nazar, Specialist of ES/IACHR's Section of Promotion, Training and Technical Cooperation. Notifications and communications should be directed to all of the Coordinators at the following addresses and electronic mails:

Maria Claudia Pulido
Acting Executive Secretary of the IACHR
General Secretariat of the OAS
1889 F Street, N.W.
Washington, D.C., 20006
United States of America
Tel .: (1-202) 3704983
Email: cidhdenuncias@oas.org

Norma Colledani
Coordinator, ES/IACHR of Technical Cooperation, Section of Promotion, Training and Technical Cooperation
General Secretariat of the OAS
1889 F Street, N.W.
Washington, D.C., 20006
United States of America
Tel .: (1-202) 370-4960
Email: ncolledani@oas.org

Maria Clara Nazar
Specialist, ES/IACHR Section of Promotion, Training and Technical Cooperation
General Secretariat of the OAS
1889 F Street, N.W.
Washington, D.C., 20006
United States of America
Tel .: (1-202) 370-5464
Email: mnazar@oas.org

6.2 Within the BEB, the dependency responsible for coordinating BEB activities under this Agreement is the Vice Presidency of Strategic Partnerships and its Coordinators are Mr. Mark Schwartz, President, Mr. Frank Garrott, Vice President Strategic Partnerships and Mr. Carlos Butori, Regional Coordinator Latin America. Notifications and

communications should be directed to the Coordinator at the following street address and electronic mail:

Mark Schwartz - President
Both Ends Believing
5101 Tennyson Parkway
Plano, Texas USA 75024
Tel: 1 (877) 908 5161
mark@bothendsbelieving.org

Frank Garrott – Vice President Strategic Partnerships
Both Ends Believing
5101 Tennyson Parkway
Plano, Texas USA 75024
Tel: 1 (817) 718 8604
frank@bothendsbelieving.org

Carlos Butori – Regional Coordinator, Latin America
Both Ends Believing
5101 Tennyson Parkway
Plano, Texas USA 75024
Tel: (+55) 11969631516
carlos@bothendsbelieving.org.br

6.3 All communications and notifications that derive from these Agreements will be valid only when they are sent by mail or by email and are addressed to the Coordinators at the addresses indicated in Articles 6.1 and 6.2 of this Agreement. When communications and notifications are transmitted by electronic mail, they will be valid as long as they are made directly from the electronic address of the Coordinator of one the Parties to the electronic address of the Coordinator of the other.

6.4 Either Party may change the responsible dependency, the designated Coordinators, the indicated address, telephone or electronic mail indicated by notifying the other Party in writing.

ARTICLE VII CONFIDENTIAL INFORMATION

7.1 The Parties expressly agree to protect the information to which they may have access as a result of the terms of this Agreement. No such information may be disseminated, transmitted and/or disclosed to a third party without the prior written consent of the Party that provided it; subject to the internal norms, rules, and regulations that the control each of the Parties.

7.2 The Parties expressly agree to keep confidential any information regarding children to which they have access in the implementation of this Agreement and the adoption of the CFS.

7.3 In regard to the CSF, BEB expressly agrees to put in place the highest standards of data protection on the same level of compliance as applicable to the Criminal Justice Information Systems (CJIS) in the United States. In particular, BEB agrees that:

- a) CSF data is encrypted while in-transit and at rest;
- b) CSF data is protected using Secure Socket Layer/Transport Layer Security (SSL/TLS) while in transit to the AWS storage facility and stored on disks;
- c) All data collected and stored in the CFS application is under the sole ownership of the participating countries;
- d) The participating countries will determine access rights and roles and must approve maintenance windows for typical updates and enhancements that are performed by BEB staff on a quarterly basis, if required;
- e) Access to CFS data is never provided to a third-party source for any purpose including but not limited to: analytics, data-mining, data extraction or data publication.
- f) All reporting functionality on data collected is designed and released by the participating countries;

ARTICLE VIII CIVIL RESPONSIBILITY AND INDEMNIFICATION

8.1 The Parties assume full responsibility for claims and damages directly and proximately caused by actions or omissions of their corresponding representatives, officials, employees and contractors.

8.2 If for any reason a third party should file a claim against one of the Parties in relation to the execution of this Agreement, the responsible Party shall be considered as the principal vis-à-vis the claimant and the sole party obligated to respond. The responsible Party shall further be required to indemnify the other Part for any damages it may suffer as a result of these claims, including court costs and attorney's fees.

ARTICLE IX INTELLECTUAL PROPERTY

9.1 Nothing in this Agreement shall affect the ownership of the intellectual and industrial property rights of the Parties, nor shall it be considered as an assignment of any property rights or granting of license or any other right to use intellectual property rights.

9.2 BEB declares before the GS/OAS that it holds all the necessary rights and authorizations on the CFS. Therefore, the Parties acknowledge that the granting of the use of the CFS to any OAS Member States is an exclusive decision of BEB and is subject to the terms of a license agreement signed between BEB and the OAS Member State, as mentioned in Article 2.1. a) of this Agreement.

9.3 Any product, deliverable or intellectual property that, if applicable, is generated by one of the Parties as a consequence of this Agreement remains in the exclusive property of the Party that develops it.

9.4 In the event the Parties decide to jointly create or commission any work from which intellectual property rights are derived, the Parties shall discuss and agree on the best way to proceed, taking into account their respective main areas of interest and the contributions made by each, undertaking to formalize a supplementary agreement, memorandum of understanding or an exchange of letters in this regard, pursuant to Article 4.2 of this Agreement.

ARTICLE X PRIVILEGES AND IMMUNITIES

10.1 Nothing in this Agreement constitutes an express or implied waiver of the privileges and immunities of the OAS, the GS/OAS, their personnel, and their assets, in accordance with Articles 133, 134, and 136 of the OAS Charter, whose instrument of ratification was deposited by the Government of the United States of America on June 19, 1951; the International Organizations Immunities Act (22 U.S.C. §§ 288 *et seq.*); the Headquarters Agreement between the Organization of American States and the Government of the United States of America signed on May 14, 1992; any other applicable U.S. laws and the general principles and practices of international law.

ARTICLE XI DISPUTE RESOLUTION

11.1 Any dispute or complaint that may arise in conjunction with the application or interpretation of this Agreement, or supplementary agreements, memoranda of understanding, or exchange of letters pursuant to Article 3.3, above, shall be settled by direct negotiations between the Parties. 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 for International Trade Law (UNCITRAL) currently in effect. The place of arbitration shall be Washington, D.C., USA. The language of the proceedings shall be English. The three arbitrators or, as the case may be, the one arbitrator, shall decide the dispute as *amiable compositeur* or *ex aequo et bono*. The arbitrator's decision shall be final, binding, and not subject to appeal.

11.2 The law applicable to the arbitration proceedings and to this Agreement shall be the law of the District of Columbia, United States of America.

ARTICLE XII GENERAL PROVISIONS

12.1 The Parties agree to observe the highest ethical standards and administrative transparency in all actions and activities related to this Agreement. In addition, the GS/OAS, to the extent applicable and without prejudice to its privileges and immunities referred in Article X, and BEB agree to comply with the provisions of the Inter-American Convention against Corruption and with the applicable norms of the country in which CFS is going to be implemented. Failure to comply with this provision shall constitute sufficient grounds for the anticipatory termination of this Agreement, pursuant to Article 12.4.

12.2 Modifications to this Agreement may only be made by mutual agreement in writing by the duly authorized representatives of the Parties. The instruments in which the modifications are set out shall be attached as annexes to this Agreement and shall form part of it.

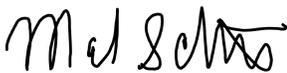
12.3 This Agreement shall enter into force upon the latest date of signature by the duly authorized representatives of the Parties and shall remain in force for three (3) years. Nevertheless, the Parties may extend the validity of this Agreement by mutual consent expressed in writing by their duly authorized representatives.

12.4 This Agreement may be terminated by mutual consent or by either of the Parties by written notice from one to the other with not less than thirty calendar days in advance. Notwithstanding the termination of this Agreement, the activities of this Agreement that have been duly financed shall be continued to completion unless the Parties mutually decide otherwise. Termination of this Agreement, shall not affect irrevocable obligations assumed by the GS/OAS with respect to this Agreement prior to receipt of the notice of termination.

12.5 Articles VII, VIII, IX, X and XI will survive the expiry or termination of this Agreement.

IN WITNESS WHEREOF, the undersigned, being duly authorized, have signed this Agreement in duplicate at the places and on the dates indicated below:

FOR BOTH ENDS BELIEVING:



Mark Schwartz
President, Both Ends Believing

**FOR THE GENERAL SECRETARIAT OF
THE ORGANIZATION OF AMERICAN**

STATES:



Maria Claudia Pulido
Acting Executive Secretary of the

Place: Plano, Texas USA

Date: 10/8/2020

Inter-American Commission on Human Rights

Place: Washington DC

Date: October 2020