

**ACUERDOS BILATERALES/BILATERAL AGREEMENT/ACORDOS
BILATERAIS/ACCORDS BILATERAUX**

Clasificación:	
Classification:	131-2019
Classifacation:	
Classificação:	
Fecha de Ingreso:	
Entry Date:	Novembre 26, 2019
Date D'entrée:	
Data de Admissão:	
Nombre del Acuerdo:	
Name of the Agreement:	Cooperation Agreement for the Dissemination, Development and Implementation of the "Profuturo Education Programme" in Belize
Nom de L'accord:	
Nome do Acordo:	
Materia:	
Subject:	To collaborate in the dissemination, development and implementation of the Programme in the country of Belize via the establishment of an institutional communication channel between the Parties, which shall contribute to the creation of equal opportunities for children and young persons through digital education and the definition of activities aimed at strengthening educational quality and, hence, the social fabric.
Sujet:	
Materia:	
Partes:	
Parties Involved:	GS/Profuturo Foundation and the Ministry of Education, Youth, Sports and Culture of Belize
Parties:	
Partes:	
Referencia:	
Reference:	Profuturo Foundation and the Ministry of Education, Youth, Sports and Culture of Belize
Référence:	
Referência:	
Fecha de Firma:	
Signature Date:	October 30, 2019
Date de la Signature:	

Data de Assinatura:

Fecha de Inicio:

Start Date:

Date du Commencement:

Data de Início:

Fecha de Terminación:

End Date:

Date de Résiliation :

Data de Rescisão:

Lugar de Firma:

Place of Signature:

Washington, DC/ Madrid, Spain/ City of
Belmopan, Belize

Lieu de la Signature:

Lugar de Assinatura:

Unidad Encargada:

Unit in Charge:

Unité Responsable:

Unidade Encarregada:

Persona Encargada:

Person in Charge:

Personne Responsable:

Pessoa Encarregada:

Cierre del Proceso:

Closure of Proceedings:

Clôture des Procédures:

Fechamento do Processo:

Notas Adicionales/Additional Notes/Notes Supplémentaires/Notas Adicionais:

**COOPERATION AGREEMENT
AMONG
PROFUTURO FOUNDATION,
THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES
AND
THE MINISTRY OF EDUCATION, YOUTH, SPORTS AND CULTURE OF BELIZE
FOR
THE DISSEMINATION, DEVELOPMENT AND IMPLEMENTATION OF THE "PROFUTURO
EDUCATION PROGRAMME" IN BELIZE**

THE PARTIES TO THIS AGREEMENT:

PROFUTURO FOUNDATION (hereinafter, "**PROFUTURO FOUNDATION**" or the "**FOUNDATION**"), a Spanish foundation, with registered address in Madrid, Spain, Calle Gran Vía, 28, with tax identification number G-87620134, duly represented by Mrs. Magdalena Brier López-Guerrero, of legal age, with National Identity Document (D.N.I.) number 00810109-A, acting in her capacity as Managing Director of PROFUTURO FOUNDATION by virtue of the power of attorney granted in her favour pursuant to a public deed executed before the Notary of Madrid, Mr. José Miguel García Lombardía, as of July the 11th, 2019, under number 4.473 of his notarial record;

THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES (hereinafter the "**GS/OAS**"), a public international organization, with headquarters at 1889 F Street, N.W., Washington, D.C. 20006, duly represented by Ms. Kim Osborne, Executive Secretary for Integral Development, and Mr. Oscar Leon, Executive Secretary of the Inter American Telecommunication Commission; and,

THE MINISTRY OF EDUCATION , YOUTH, SPORTS AND CULTURE OF BELIZE (hereinafter, the "**MOE**" or "**Collaborating Entity**"), a Government of Belize Ministry, located at West Block Building, City of Belmopan, duly represented by the Hon. Patrick Faber, of legal age, with National Identity Document number Passport B0001506, who participates in this act in

his capacity as Deputy Prime Minister and Minister of Education, Youth, Sports, & Culture appointed by the Prime Minister of Belize, The Right Hon. Dean Barrow .

The FOUNDATION, the GS/OAS and the MOE may also be referred to jointly and without distinction as the “Parties” and individually as the “Party”.

CONSIDERING:

- I. WHEREAS PROFUTURO FOUNDATION is a Spanish foundation duly established as a non-for-profit entity, whose foundational purposes are, amongst others, to promote educational development and provide equal opportunities to people by means of innovative methodologies and aims to be a leader in catalysing digital education to drive global social and economic development by making a pioneering, unique and exclusive solution of open digital education available to third parties who are interested in collaborating therewith, with their respective contributions and a firm commitment to adopting the aims of PROFUTURO FOUNDATION, respecting the methodologies launched and to be developed in future;
- II. WHEREAS the FOUNDATION is rolling out the ProFuturo Education Programme, a digital education initiative to provide access to digital education to children and young persons from the most disadvantaged areas, mainly in Africa, South East Asia and the Americas, focusing on the acquisition of skills through technology for purposes of contributing to the generation of equal opportunities for children in vulnerable areas (hereinafter, the “Programme”);
- III. WHEREAS the FOUNDATION needs the collaboration of other entities with similar or analogous purposes for the Programme development;
- IV. WHEREAS the GS/OAS is an public international organisation established in 1948 with the signing of the Charter of the Organisation of American States (hereinafter, the “OAS”) during the Ninth International Conference of American States meeting in Colombia, whose

main function is to achieve among its Member States an order of peace and justice, to promote their solidarity, to strengthen their collaboration, and to defend their sovereignty, their territorial integrity, and their independence;

- V. WHEREAS the GS/OAS considers that a good education is a vital component needed to foster economic development, social equity and security in any democratic society, and therefore collaborates with OAS Member States in their efforts to ensure quality education for all, by coordinating a variety of educational programmes in many countries of the hemisphere, amongst other actions;
- VI. WHEREAS the Inter American Telecommunication Commission (hereinafter "CITEL") is an entity of the OAS established by the General Assembly to facilitate and promote the integral and sustainable development of telecommunications/ICTs in the Americas; and that in the resolution COM/CITEL RES. 266 (XXCI-15) the Executive Secretary of CITEL is requested to provide technical assistance to new initiatives with regards to telecommunications/ICTs, with the purpose of promoting the strategic goals of CITEL according to its Strategic Plan, and to assist the countries of the region in seeking solutions to the challenges and barriers faced towards social innovation.
- VII. WHEREAS the Executive Secretariat for Integral Development of the GS/OAS (hereinafter "SEDI") works with the OAS Member States to achieve inclusive and sustainable economic, social and human development. SEDI is the Technical Secretariat of the Inter American Meeting of Ministers of Education and it is responsible of implementing the Inter American Educational Agenda (IEA), elaborated and approved by the Ministers of Education in the region to advance and strengthen the cooperation and coordination among different stakeholders to ensure inclusive and equitable quality education and promote opportunities for lifelong learning;
- VIII. WHEREAS on February 10, 2017 the FOUNDATION and the GS/OAS signed a Memorandum of Understanding for establishing a regulatory framework with respect to the

implementation of ProFuturo's Digital Classroom in some OAS Member States, oriented to improve the quality in education through digital education in highly vulnerable environments, in accordance of the 2030 ICT Alliance for the Americas (hereinafter, the **"2017 Bilateral MOU"**);

- IX. WHEREAS on October 16, 2018, the FOUNDATION and the GS/OAS signed a Cooperation Agreement for establishing the terms and conditions that will regulate the model of relationship and interlocution between the FOUNDATION and the GS/OAS and the latter one with the Ministry of Education in the Geographic Area (hereinafter, the **"2018 Bilateral Agreement"**);
- X. WHEREAS the MOE is dedicated to the task of providing quality educational initiatives in Belize and understands the importance of providing access to quality and transformational education, creating more inclusive spaces and focusing on the enhancement of teacher skills, methods and competencies through digital technologies;
- XI. WHEREAS the MOE is interested that the Programme be implemented in Belize and for such purpose the MOE presented to the FOUNDATION the "ProFuturo Education Programme – Technical Proposal" (hereinafter, the **"Technical Proposal Document"**), which lists the organisational, technical, and legal aspects that describes its collaboration proposal;
- XII. WHEREAS the FOUNDATION evaluated and approved the Technical Proposal Document, which is incorporated to this Agreement as Annex I;
- XIII. WHEREAS the GS/OAS is interested in collaborating with the FOUNDATION in the implementation of the Programme in Belize;

XIV. WHEREAS to develop the Programme, it is required the participation of public or private entities, bodies or institutions who may be able to assist the MOE in the achievement of the pursued aims of this Agreement (hereinafter, the “Schools”); and

XV. WHEREAS the Parties have expressed their intention to collaborate within the described framework, and for such purposes,

HAVE AGREED to enter into this Cooperation Agreement (hereinafter, the “Agreement”):

CLAUSE 1

ENTIRE AGREEMENT, ANNEXES AND ORDER OF PRECEDENCE

1.1 This Agreement entirely expresses the terms that the Parties have agreed with respect to the purpose stated in Clause 3 and repeals or, if applicable, replaces any other previous agreement. In this regard, the Parties recognise and accept that none of them have acted on the basis of representations, warranties or commitments of the other Parties that are not expressly stated or mentioned in this Agreement.

1.2 The following Annexes are an integral part of this Agreement:

Annex I: Technical Proposal Document

Annex II: Form of Collaboration Agreement between The Ministry of Education and Schools

Annex III: ProFuturo Foundation General Guiding Principles

Annex IV: Handbook of Requirements for ProFuturo Foundation Collaborators – Ministry of Education, Youth, Sports and Culture of Belize

Annex V: Technical Reporting Models

Va: Operational Reporting Model

Vb: Technical Reporting Model

Annex VI: Specifications for Equipment Delivery for MOE

Annex VII: Technical Specifications of the Platform and Contents

Annex VIII: Personal Data Protection and Privacy Manual

- 1.3 Except as otherwise provided in this Agreement by specific reference to the applicable provisions of this Agreement, if any provision contained in this Agreement that conflicts with any provision in any of the annexes mentioned in Clause 1.2 above, the provision contained in this Agreement shall govern and control.

CLAUSE 2

DEFINITIONS

- 2.1. Whenever used in this Agreement, the words and phrases listed below shall have the meaning given below. Capitalized terms not otherwise defined in this Clause shall have the meaning ascribed to them elsewhere in this Agreement or its Annexes.

- a) **“ProFuturo Education Programme” or “Programme”**: A digital education initiative to provide access to digital education to children and young persons from the most disadvantaged areas, mainly in Africa, South East Asia, and the Americas, focusing on the acquisition of skills through technology, for purposes of contributing to the generation of equal opportunities for children in vulnerable areas.
- b) **“Project”**: The dissemination, development and implementation of the Programme in Belize.
- c) **“Technical Proposal Document”**: Document that lists the organisational, technical, and legal aspects of MOE’s collaboration proposal. The Technical Proposal Document was approved by the FOUNDATION and it is incorporated to this Agreement as Annex I.
- d) **“Schools”**: The public entities, bodies and/or institutions listed in Technical Proposal Document who will assist the MOE in the achievement of the pursued aims of this Agreement.
- e) **“Geographic Area”**: Belize.

- f) **“Digital Tools” or “Equipment”:** The Platform and the Contents necessary for the implementation of the Programme. The Digital Tools are made up mainly of:
- (i) Transport case or container (hereinafter, the **“Case”**), which holds all the tools, ensuring the security and mobility of the Equipment. Each Case also includes a tool that facilitates Wi-Fi connectivity between server and tablets (charging hub);
 - (ii) Portable PC, which acts as a server and within which is integrated the Offline solution (hereinafter, the **“Platform”**), where the learning contents are available, in the language agreed with the MOE, in three (3) competencies (linguistic, STEM, values and life skills) (hereinafter, the **“Content”**). The document with the **“Technical Specifications of the Platform and Contents”** is incorporated into this Agreement as **Annex VII**;
 - (iii) The number of tablets identified in the Technical Proposal Document, with access to the Platform via a pre-installed app, for student use in the classrooms as part of the learning process; and
 - (iv) One (1) mini HD projector with battery.
- Each Case also includes a tool that facilitates wifi connectivity between server and tablets, a charging hub for twelve (12) or forty-eight (48) USB devices, and a plug-in terminal block with current stabiliser.
- g) **“Assignment of Equipment”:** the assignment to the MOE and to the Schools of the Equipment (on the terms defined in Clause 11).
- h) **“Use of the Platform and Contents”:** assignment to the MOE and to the Schools of the use of the Platform and of the Contents (on the terms defined in Clause 11).
- i) **“National Coordinator”:** The person appointed by the MOE, in coordination with the GS/OAS, who shall assume the responsibility for monitoring and developing the Programme, who have certified technical and pedagogical knowledge, belong to the local educational environment and have knowledge in the use of technological devices

and tools, and who act as a point of contact among the GS/OAS and FOUNDATION and the Schools.

- j) **"GS/OAS Local Operational Support:** Shall assume the responsibility for monitoring, training and accompaniment of the local team (National Coordinator and coaches) of the Programme; have certified technical and pedagogical knowledge; belong to the local educational environment; have knowledge in Programme management; have good management in institutional relations; and who act as a point of contact between the FOUNDATION and the MOE.
- k) **"Conflict of interest":** Conflict of interest shall be understood as any situation in which it may be considered that a personal benefit or interest of the GS/OAS and/or MOE, its employees and representatives, the National Coordinators, the Schools or their teaching staff may influence compliance with their duties under the scope of this Agreement, harming or placing at risk the interests of the FOUNDATION.

CLAUSE 3

PURPOSE

3.1. By means of this Agreement, the Parties agree to collaborate in the dissemination, development and implementation of the Programme in the country of Belize (hereinafter the **"Programme"**) via the establishment of an institutional communication channel between the Parties, which shall contribute to the creation of equal opportunities for children and young persons through digital education and the definition of activities aimed at strengthening educational quality and, hence, the social fabric.

3.2. Pursuant to the Technical Proposal Document, the Parties shall develop the Programme in collaboration with the Schools that are set out therein. The MOE undertakes to enter into the respective collaboration agreement with the Schools, according to the terms and conditions set out in the model agreement attached to this Agreement as Annex II,

regardless of the issues that, if applicable, would be appropriate to introduce in accordance with the local law.

3.3. Taking into account the above referred paragraphs, the objects of this Agreement are:

- a) To formalise the relationship amongst the Parties in order to propose, design, evaluate and carry out the collaboration activities amongst them, as well as with the Schools, for the dissemination, rollout and development of the Programme in Belize (hereinafter, the “**Collaboration**”); and
- b) To regulate the terms and conditions that shall be applicable to the assignment to the MOE and to the Schools of the Equipment, the use of the Platform and of the Contents (on the terms defined in Clause 11), which constitute the technological tools necessary for the implementation of the Programme (hereinafter, the “**Assignment of Equipment**” and the “**Use of the Platform and Contents**”).

CLAUSE 4

OBLIGATIONS OF THE PARTIES

4.1. Within the scope of this Agreement, the Parties undertake to:

- a) Make their best efforts and use their best knowledge and capacities for the Programme;
- b) Designate suitable staff to define the initiatives to be implemented in each case;
- c) Observe, and demand their observance by the Schools, within the scope of their respective actions under the framework of this Agreement, ProFuturo Foundation General Guiding Principles , which are attached hereto as Annex III;
- d) Comply with and ensure compliance with the undertakings assumed under this Agreement;

- e) Refer to the counterparties in all activities of public dissemination activities that are carried out with regard to the Programme; and
- f) Create a Monitoring Committee on the terms governed by Clause 8 below.

CLAUSE 5

OBLIGATIONS OF THE FOUNDATION

5.1. By means of this Agreement and during the effective term thereof, the FOUNDATION undertakes to:

- a) Define a strategy for the development of the Programme that incorporates the actions to be carried out for the achievement of its founding aims;
- b) Collaborate with the GS/OAS and the MOE to jointly establish the actions and initiatives for the development of the Programme and to contribute, within its scope and capacity, to the success thereof in Belize;
- c) Deliver the Equipment to the MOE and permit the GS/OAS and the MOE the access to the Platform and Contents thereto and to the Schools on the terms set forth in Clause 11 below and in Annex I;
- d) Advise on and, as far as possible, resolve any doubts or incidents that may arise during the development of the Programme;
- e) Report to the GS/OAS and the MOE, as soon as possible, any event or circumstance that may affect the normal development of the Programme;
- f) Keep the GS/OAS and the MOE updated regarding the global policies of the Programme;

- g) Analyse the Technical Reporting Models (Annex V) provided by the GS/OAS on the MOE's activities and results;
- h) Train the National Coordinators, working groups, coaches and any teachers and heads of Schools in the use of the Equipment, the Platform and its Contents;
- i) Furnish the GS/OAS, the MOE and the Schools with updates of and improvements to both the Platform and the Contents; and
- j) Provide remote support to the National Coordinators for the resolution of technical and pedagogical incidents, in order that they may properly carry out their task of in-situ support in the Schools.

CLAUSE 6

OBLIGATIONS OF THE GS/OAS

6.1. By this instrument, and in accordance with 2018 Bilateral Agreement, the GS/OAS undertakes to:

- a) Within its scope and capacity, collaborate in the development of the Programme, for which purpose it undertakes to:

Human Resources:

- i. Act as local interlocutor and accompany the deployment and development of the Programme and ensure the achievement of the defined objectives;
- ii. Assume the responsibility for monitoring, training and accompaniment of the local team (National Coordinators and coaches) of the Programme through the GS/OAS Local Operational Support;

Monitoring and Sustainability:

- iii. Provide technical accompaniment and monitoring during the implementation of the Programme in Belize;
 - iv. Provide continuous updates to the FOUNDATION on the progress of the Programme; and twenty days after the end of each quarter, provide documentation to support the advance of the Programme in regards to its launch, implementation, and evolution (hereinafter “impact measuring”) according to the Technical Reporting Models, attached hereto as Annex V;
 - v. Collaborate with the Parties in the identification of the areas of improvement and the definition of the strategy to extend the scope of the Programme;
 - vi. Facilitate the information and communication flow amongst the Parties;
 - vii. Collect the documentation and results based on evidences provided by the MOE;
 - viii. Consolidate a final report that includes the outcomes provided by the MOE;
 - ix. Set suitable general standards for selection and the selection process of possible third-party collaborators other than the Schools identified in the Technical Proposal Document (hereinafter, the “Third-Party Collaborators”);
 - x. The determination of general design standards and selection of activities to be carried out within the scope of the Programme;
 - xi. Carrying out any Public Communication about the Programme.
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- b) Hold regular meetings with the MOE to define the implementation strategy and to review the progress of the Programme;
 - c) Visit the Schools monthly to monitor the adequate use of the tools of the Programme; and
 - d) Not to involve and to cause the FOUNDATION in any situation of conflict of interest.

CLAUSE 7
OBLIGATIONS OF THE MOE

7.1. By this instrument, the **MOE** undertakes to:

- a) Collaborate in the development of the Programme, in accordance with the requirements detailed on the Annex IV and pursuant to the Technical Proposal Document, for which purpose it undertakes to:

Human Resources:

- i. Designate the National Coordinator who shall lead and monitor the overall Programme implementation in Belize to assure that the goals are met with quality by the coaches and Schools;
- ii. Designate and make available a coaching team to carry out the teacher training, support and monitoring as part of the Programme implementation;
- iii. Comply with all the obligations imposed by current legislation in the matter (among others, tax, labour and Social Security);
- iv. The National Coordinator and the coaching team must be available and accessible via telephone or email at any time;
- v. Provide continuous updates to the GS/OAS on the progress of the Programme and on a quarterly basis provide the supporting documentation with regard to the advance of the Programme related to its launch, implementation and evolution (hereinafter "Impact Measuring") according to the Technical Reporting Models, attached hereto as Annex V;
- vi. Provide support to teaching staff in the Schools, acting as first contact therefore for the resolution of incidents related to the Equipment or Use of the Platform, and refer to the Remote Support Centre those incidents that cannot be resolved in-situ; and promote the use of the Equipment, Platform and Contents by the Schools, and specifically by the teachers and students;

Logistics and Equipment:

- vii. Guarantee the local tax exemption, or undertake to pay all local taxes for which it is unable to receive tax exemptions, on the import of the technological equipment that the FOUNDATION will supply for the Programme;
- viii. Assume the nationalization costs of the equipment once arrived in Belize;
- ix. Assign and distribute the equipment to the Schools;
- x. Prepare an inventory of the equipment installed in each School;
- xi. Guarantee the safety of the equipment provided by the FOUNDATION to each School;
- xii. Facilitate the connectivity of the Equipment fortnightly, via USB devices and/or via other available means of connectivity, for purposes of receiving possible updates to the Platform and Contents, as well as facilitate the automatic reporting process for information relating to the use of the educational Equipment and Contents and carrying out remote support actions, on the terms defined for the Programme;
- xiii. Review of the Equipment in accordance with the guidelines established by the FOUNDATION;

Training and Certifications:

- xiv. Visit the Schools periodically, making a continuous training process available thereto, provide advice and support in classroom implementation, and train the new teachers joining the Programme;
- xv. Train teachers according to the guidelines established for the Programme;
- xvi. Grant recognition to teacher trained by the FOUNDATION;
- xvii. Provide the facilities (physical space, technological equipment, and connectivity) and work excusals or permits for the National Coordinator, coaches, and teachers to attend the training sessions, events, meetings, and any other programmed activity related to the Programme;

Monitoring and Sustainability:

- i. Comply with the agreed work plan for the Programme implementation;
- ii. Monitor the use and conditions of the Equipment in accordance with the guidelines established by the FOUNDATION;

- iii. Provide to the GS/OAS, on a monthly basis, information about the development of the Programme in the Schools on its operational aspects, to the extent and on the terms defined in Annex Va ("Operational Reporting Model");
 - iv. Participate in the evaluation of the Programme's impacts;
 - v. Providing continuous updates to the GS/OAS on the progress of the Programme; and ten days prior to the end of each quarter, provide documentation to support the advance of the Programme in regards to its launch, implementation, and evolution (hereinafter "impact measuring") according to the Technical Reporting Models, attached hereto as Annex V;
 - vi. Provide indicators related to the progress of the teacher training and the integration of Information and Communication Technologies (ICT) in the teaching process;
 - vii. Ensure Programme sustainability by proposing a strategy that would also apply to extend the scope of the Programme; and
 - viii. Ensure that the coaches comply with their responsibilities. Among others, the coaches shall assume the following tasks:
 - Carry out a diagnosis of the Schools and teachers in order to adapt and complement the teachers training;
 - Provide training and support to teaching staff at the Schools, acting as first contact therefor for the resolution of incidents related to the Equipment or Use of the Platform, and refer to the Remote Support Centre those incidents that cannot be resolved in-site;
 - Promote the use of the Equipment, Platform and Contents by the Schools, and specifically by the teachers and students; and
 - Identify areas of improvement during the implementation of the Programme and collaborate with the National Coordinators in the elaboration of the improvement plan.
- b) Work with the GS/OAS for:
- i. A jointly designation of the National Coordinator, working groups and coaching team, with the previous analysis of their Curricula, establishing jointly the annual work plan and the calendar of the correspondent visits (minimum twice a week) to the Schools on the basis of the one formulated in the Annex I; and

- ii. Set suitable general standards for selection and the selection process of possible third-party collaborators other than the Schools identified in the Technical Proposal Document (hereinafter, the **"Third-Party Collaborators"**);
- c) Obtain the prior approval of the FOUNDATION for:
 - i. The determination of the action plans with relation to the Schools that join in the Programme; and
 - ii. The determination of general design standards and selection of activities to be carried out within the scope of the Programme;
- d) Define and carry out any Public Communication about the Programme;
- e) Provide continuous updates to the GS/OAS on the progress of the Programme, and on a quarterly basis provide documentation to support the advance of the Programme in regards to Impact Measuring, according to the Technical Monitoring Model, attached hereto as Annex Vb;
- f) Hold regular meetings with the GS/OAS, within the context of the Monitoring Committee, to define the strategy and review the progress of the Programme;
- g) Not to involve and to cause to the Schools, the FOUNDATION and the GS/OAS in any situation of conflict of interest; and
- h) Know, observe, and transmit the FOUNDATION General Principles to the Schools, their suppliers, and third parties that are attached to this Agreement as Annex III.

CLAUSE 8

MONITORING COMMITTEE

8.1. For the launch, control and monitoring of the initiatives and activities related to the Programme to be carried out by virtue hereof, a committee shall be created (hereinafter, the **"Committee"**) that shall be made up of six (6) members: two (2) representatives of PROFUTURO FOUNDATION, two (2) representatives of the GS/OAS, and two (2) representative of the MOE, including the National Coordinator.

8.2. Notwithstanding the foregoing, at the proposal of any of Party and with the express consent of the other Parties, other persons may participate in the meetings in a merely consultative role, that is, with voice but without vote.

8.3. The Committee shall have the following duties, among others:

- a) Determination, planning, promotion, supervision and evaluation of the initiatives and activities related with the Programme that are to be undertaken pursuant to this Agreement;
- b) Establishment of its internal rules of operation;
- c) Submission to the respective governing bodies of the Parties of any proposals, reports or decisions that require the sanction or ratification thereof;
- d) Analysis and monitoring of the development of the Programme and the progress of the collaboration between the Parties, reviewing and validating the reports made for such purpose and implementing, if applicable, the recommendations for improvement that emerge therefrom; and
- e) Any other duties conducive to the achievement of the proposed goals.

8.4. The Committee shall meet with the frequency agreed amongst the Parties, initially on a monthly basis and, if applicable, at the instance of either Party, who must provide the other with notice thereof at least ten (10) days in advance, in writing, stating the date and agenda of matters to be addressed. Such meetings may take place via telepresence, videoconference or audioconference. The Committee shall be created within thirty (30) days following the signature of this Agreement. The Committee's decisions shall be adopted by the majority of its members.

CLAUSE 9

COORDINATION AND NOTICE

9.1. Within the GS/OAS, the responsible persons for coordinating the GS/OAS activities under this Agreement are the Executive Secretary for Integral Development, by Mrs. Kim Osborne and the Executive Secretary of the Inter American Telecommunication Commission, Mr. Oscar Leon. Notifications and communications should be directed to them at the following street address and electronic mail:

Executive Secretary of the Inter American Telecommunication Commission

Oscar Giovanni León Suárez, Executive Secretary

1889 F Street, N.W.

Washington, D.C. 20006

United States of America

Tel.: (1-202) 370-4713

Electronic mail: OLeon@oas.org

Executive Secretary for Integral Development

Kim Osborne, Executive Secretary

1889 F Street, N.W.

Washington, D.C. 20006

United States of America

Tel.: (1-202) 370-4565

Electronic mail: Kosborne@oas.org

9.2. The responsible person within the FOUNDATION for coordinating the activities under this Agreement is the ProFuturo Programme National Coordinator, Ms. María Dolores Martínez Bernabeu. Notifications and communications should be directed to the Coordinator at the following street address and electronic mail:

ProFuturo Foundation

María Dolores Martínez Bernabeu
Gran Vía 28
28013 – Madrid
España
Email: mariadolores.martinezbernabeu@telefonica.com

9.3. The responsible person within the MOE for coordinating the activities under this Agreement is Dr. Carol Babb, Chief Education Officer. Notifications and communications should be directed to the Coordinator at the following street address and electronic mail:

Ministry of Education, Youth, Sports and Culture of Belize

Dr. Carol Babb
Ministry of Education
West Block
City of Belmopan
Tel: (501) 828-4897
Electronic mail carol.babb@moe.gov.bz

9.4. All communications and notifications under this Agreement will be validly made only when they are sent by mail or electronic mail and are addressed to the Coordinators whose names are set out in Clauses 9.1 to 9.3 of this Agreement. When the communications and notifications are transmitted by electronic mail they shall be valid if and when they are sent directly from the electronic address of the Coordinator of one of the Parties to the electronic address of the Coordinators of the other Parties.

9.5. Either Party may change the designated Coordinator, the address, telephone or electronic mail indicated by notifying the other Parties in writing.

CLAUSE 10

VALIDATION OF MONITORING INFORMATION AND AUDITS

- 10.1. The MOE, through its National Coordinator, shall deliver to the GS/OAS the Technical Reporting Models following the template established in Annex V. According to the annual operational plan, Annex Va shall be delivered during the first fifteen days of every month and Annex Vb 10 days prior to the end of each quarter;
- 10.2. The GS/OAS shall deliver to the FOUNDATION the Technical Reporting Models according to the annual operational plan, the Annex Va during the last fifteen days of every month and Annex Vb 20 days after the end of each quarter.
- 10.3. A breach of Clause 10.1 may result in a temporary suspension of the Programme activities in the Geographic Area, and to the termination of this Agreement in case of reiterative breaches according to clause 13.2 a)2;
- 10.4. The technical reporting information delivered by the MOE to the GS/OAS shall be validated thereby within twenty (20) calendar days from its receipt (hereinafter, the **"Validation Process"**).
- 10.5. The Validation Process shall have the purpose of verifying the proper evolution of the Programme. It will be conducted by the GS/OAS upon receiving the information from the MOE and by the FOUNDATION regarding the reports delivered by the GS/OAS. This process will consider the fulfilment of the annual operational plan and indicators for the Programme established in Annex I. The Validation Process conducted by the GS/OAS is to be done on the basis that the MOE acknowledges and understands that the MOE has certain responsibilities that are fundamental to conduct the verification of the evolution of the Programme. Thus, in addition to the obligations described in Clause 7, the MOE shall be responsible for:

a) the preparation and fair presentation of the reports in accordance with the terms and conditions prescribed by this Agreement and its Annexes;

b) the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the reports that are free from material misstatement or error;

c) the provision of all information of which the MOE is aware that is relevant to the preparation and fair presentation of the reports, such as records, documentation, and other matters, for the accuracy and completeness of that information; and of any additional information that the GS/OAS may request for the purpose of its monitoring responsibility; and

d) the provision of unrestricted access to persons within the MOE from whom the GS/OAS determines it necessary to obtain technical report information.

The FOUNDATION acknowledges that, because the GS/OAS will not have access to information about the beneficiaries, documentation and legal or administrative instruments required for the proper implementation and/or evaluation of the educational programme in the country, or material misstatements that are attributable to the MOE or employees acting on behalf of the MOE, such may not be detected. However, the GS/OAS shall inform the FOUNDATION of any material errors or fraudulent reporting that come to its attention.

10.6. At its sole expense and discretion, the FOUNDATION reserves the right to carry out in-site audits of the Programme carried on by the MOE and the Schools for purposes of ensuring proper compliance by MOE with its undertakings pursuant to this Agreement and to detect any possible aspects for improvement on the basis of which the organisational capacities of the MOE may be strengthened in terms of accountability. The results of such audit shall be reflected in the reports prepared by the auditors and, if considered appropriate, shall issue written improvement recommendations to the MOE.

CLAUSE 11

ASSIGNMENT OF EQUIPMENT TO THE MOE AND USE OF THE PLATFORM AND CONTENTS

- 11.1 The MOE undertakes to use the Digital Tools listed in the Technical Proposal Document for the purposes of the Programme, and specifically to integrate them within the educational practice of the Schools that enter into a collaboration agreement with the MOE for the deployment of the Programme by utilising them with students in the classroom to supplement their learning and improve pedagogical practice.
- 11.2. For that purpose, the FOUNDATION hereby assigns, free of charge, the Digital Tools as a donation, in accordance with the provisions of articles 618 *et seq* of the Spanish Civil Code, to the MOE, which accepts them, for use and utilisation in the implementation of the Programme thereof, or use and utilisation by any Schools that enter into a collaboration agreement with the MOE for the deployment of the Programme in accordance with the provisions of Clause 3.2.
- 11.3. The FOUNDATION shall deliver the Digital Tools to the MOE according to the terms and schedules set forth in the document called “**Specifications for Equipment Delivery for MOE**”, which model is included as **Annex VI** to this Agreement. The donation shall be formalized and shall acquire legal validity subject to the acceptance by the MOE. For that purpose, the MOE is hereby committed to issue the appropriate document accepting the Equipment’s donation upon delivery and to send said document, duly signed by an authorized representative of the MOE , to PROFUTURO FOUNDATION in a (5) five-day term from the date of delivery.
- 11.4. The donation of the Equipment shall be made for the only purpose of the implementation of the Programme in Belize and the Equipment has not been foreseen as, and shall not be recorded within the MOE budget item for educational purposes.

- 11.5. Additionally, when the Equipment is delivered, The FOUNDATION shall provide the MOE and the GS/OAS access to the Platform and Contents, as a non-exclusive licence of use sub-licensable to the Schools. This License may be sub-licensable to the Schools under the terms and conditions of Annex VII. The FOUNDATION shall at all times make the investments that it may deem appropriate for the development thereof, also assuming the costs of maintaining and managing the Platform and the Contents until the Equipment becomes useless, obsolete or irreparable.
- 11.6. Pursuant to the foregoing, the FOUNDATION may carry out the activities set forth below, amongst others:
- a) Update the Contents initially included in the Platform and, if applicable, generating new contents;
 - b) Keep the GS/OAS and the MOE informed of all the changes and improvements that are made to the Platform and Contents. In any event, decisions aimed at modifying and/or improving the Platform and Contents shall be taken solely and exclusively by the FOUNDATION;
 - c) Guide the GS/OAS, the MOE and any Schools, as well as the teaching staff thereof, on the use of the Platform such that they may facilitate the achievement of their educational goals.
- 11.7. In relation to the assignment of the Equipment and access to the Platform and Contents, the MOE undertakes to:
- a) Diligently use the Equipment exclusively for the purposes established herein, making them available to the Schools that enter into a collaboration agreement with the MOE;

- b) Demand the Schools its use within the scope hereof and for the development of the Programme, keeping the GS/OAS and the FOUNDATION harmless from any claim and damage arising from an inappropriate use of the Digital Tools;
- c) Store and to preserve, and to require the Schools to do so, the Equipment in a perfect working state, acting diligently with regard to the maintenance thereof. Notwithstanding the foregoing, neither the MOE nor any Schools shall be responsible for deterioration in the Equipment that occurs solely as a result of use and without any fault thereof;
- d) Not to modify or alter the Equipment, Platform or Contents in any way; and
- e) Immediately notify the FOUNDATION of any incident that may affect the Equipment.

11.8. With relation to the access to the Platform and Contents, SG/OAS undertakes Not to modify or alter the Platform or Contents in any way; and

11.9. Should the MOE and/or any School or the SG/OAS breach the foregoing obligations, the FOUNDATION shall have the right to proceed to automatically terminate this Agreement and to demand the return of the Equipment and, therefore, reversal of the donation of the Digital Tools, according to articles 647 *et seq* Spanish Civil Code.

CLAUSE 12

VALIDITY

12.1. This Agreement shall enter into effect on the date of signature and shall have an initial term two (2) years (hereinafter, the “Initial Term”). Notwithstanding, this Agreement shall acquire legal validity subject to the information of the tax exemption provided to the FOUNDATION by the MOE.

12.2. On completion of the Initial Term of the Agreement, the Parties may extend its term by express written agreement (hereinafter, the "Extension").

CLAUSE 13

TERMINATION

13.1. This Agreement may be terminated by written consent of the three Parties.

13.2. This Agreement shall also terminate with immediate effect upon occurrence of either of the following:

- a) For breach of the Parties' obligations pursuant to the terms established herein. In this case, the affected Party shall notify the breaching Party of the breach, allowing a period of fifteen (15) days to remedy it. Failure to remedy the breach within the aforementioned period will result in the termination of the Agreement. In particular, the following are grounds for early termination:
 - a.1.) Failure by the MOE to obtain the tax exemption or pay all local taxes mentioned in Clause 7.1.
 - a.2.) Breach by the GS/OAS and/or the MOE of its obligations to provide information to the FOUNDATION;
 - a.3.) Unauthorised use of the Equipment, Platform and contents and breach by the MOE or any Schools of the obligations contained in Clause 11;
 - a.4.) Non-approval by the FOUNDATION of the Monitoring Reports issued by the GS/OAS and the MOE; and
 - a.5.) Termination of the 2018 Bilateral Agreement unless otherwise agree by the parties of such agreement.

13.3. Notwithstanding the termination of this Agreement, Programme activities that have been duly financed shall be continued to completion unless the Parties decide otherwise.

The termination of this Agreement shall be without prejudice to the continuation in full force and effect of all or any Collaboration Agreement between the MOE and the Schools into hereunder as at the date of such expiry or termination.

13.4. Clauses 17, 20, 21 and 22 shall survive the expiry or the termination of this Agreement.

CLAUSE 14

NO ASSOCIATION, NO EMPLOYMENT RELATIONSHIP AND NO EXCLUSIVITY

14.1. Neither this Agreement nor the acts that implement it shall be considered to create an association between the Parties. Unless expressly provided in writing, neither of the Parties is authorised to act as representative or agent of the other.

14.2. All staff, subcontractors and collaborators that the MOE employs within the context of this Agreement shall be at its exclusive account and responsibility, complying with, in any case, the applicable regulations in Belize.

14.3. The full or partial performance of tasks by staff of the GS/OAS and/or the MOE at the facilities of any of the FOUNDATION on an exceptional basis and for organisational reasons shall in no case mean that there is any relationship of employment or dependency thereof.

14.4. This Cooperation Agreement is not exclusive for any of the Parties and, consequently, each of the Parties acknowledges and agrees that similar or analogous agreements may be signed with third parties for the development of the same aims and/or purpose of this Agreement. Notwithstanding the foregoing, the GS/OAS and the MOE shall only accept other support for the Programme if it has been previously disclosed to and expressly approved by the FOUNDATION.

CLAUSE 15

INTELLECTUAL PROPERTY

- 15.1. ProFuturo Foundation declares before the GS / OAS and the MOE that it holds all the necessary rights and / or authorizations on the ProFuturo Educational Programme and its contents.
- 15.2. All materials, products, works and, in short, all that PROFUTURO FOUNDATION contributes to the development of the Programme that previously belonged to FOUNDATION, as well as any product or deliverable generated as a consequence of the development of the Programme in the context hereof either of them shall remain the exclusive property of PROFUTURO FOUNDATION., and this Agreement shall not imply the transfer of any right whatsoever to the other Parties.
- 15.3. Any product, deliverable or intellectual property that, if applicable, is generated by one of the Parties as a consequence of the development of the Programme in the context hereof remains in the exclusive property of PROFUTURO FOUNDATION but shall be recognized as the contribution of the party that develops it.
- 15.4. In the event that a situation of true joint creation arises or any of the Parties intends to commission any work from which intellectual property rights are derived, the Parties should discuss and agree on the best way to proceed, taking into account their respective main areas of interest and the relative contribution of the Parties, undertaking to formalize a specific contract in this regard.
- 15.5. Nothing in this Agreement shall affect the ownership of the intellectual and industrial property rights of any of the Parties, nor shall it be considered as an assignment of rights or granting of any license or right to use intellectual property rights.
- 15.6. If for any circumstance a third party makes a claim to any party related to the copyright on the Programme and / or its contents, the breaching Party will be constituted against the claimant the main and only one obliged to respond, also obliging to indemnify to the non-

bridging Party for the damages that, given the case, the non-breaching Party suffers due to those claims, including the procedural costs and the attorneys' fees.

CLAUSE 16

USE OF TRADEMARKS

- 16.1. The Parties mutually and reciprocally authorise the use of their trademarks and distinguishing marks solely under the conditions and for the effects and purposes hereof. This authorisation shall automatically expire on the termination of the Agreement for any reason whatsoever.
- 16.2. The aforementioned authorisation does not imply in any case the concession by any of the Parties of rights or the expectation of rights over their trademarks.
- 16.3. The use of PROFUTURO FOUNDATION and/or the Programme trademarks, logos and distinguishing marks by the GS/OAS and/or the MOE or any Schools in any advertising materials will require the express prior authorisation of the FOUNDATION. For such purpose, they must deliver drafts to the FOUNDATION, sufficiently in advance, for the prior approval of their content.
- 16.4. Each Party shall be liable to and must indemnify the other Party in respect of any loss, claim or penalty that occurs as a result of one Party's utilisation of the other Party's trademarks, logos or distinguishing marks.

CLAUSE 17

CONFIDENTIALITY

- 17.1. The Parties mutually and reciprocally undertake, during and after the term of this Agreement, to treat all information handled pursuant to the execution hereof, as well as mutually shared information, in strict confidence, using it solely and exclusively for the

purposes that are set forth in this Agreement and taking the necessary security measures for the content thereof not to be divulged to third parties without the prior consent of the other Party. The foregoing is without prejudice to compliance with obligations relating to personal data established by legal provisions.

- 17.2. The foregoing obligation shall not be applicable to the existence of the Agreement itself, which, in the manner agreed by the Parties, shall be freely disseminated.
- 17.3. The obligation of confidentiality shall not be applicable to information (i) that is publicly accessible (provided that its public nature is the result of causes other than breach of the confidentiality obligation by the recipient Party); (ii) that was published prior to the date of signature of this Agreement; (iii) that is already in the possession of the recipient Party and is not subject to any other confidentiality agreement between the Parties, provided that this fact is notified to the other Party at the time of its communication; (iv) that is received through third parties without involving a breach of this Agreement; (v) that is independently developed by the recipient Party; or (vi) that must be disclosed in order to comply with a judicial or administrative order (in which case the recipient Party must immediately inform the other Party and take all available security measures to prevent the information in question from being divulged before it must be disclosed).
- 17.4 Each Party is responsible for its representatives, employees, contractors and other persons who must have access to the Confidential Information knowing and complying with the obligations contained in this article as if said persons were signatory Parties, each Party being also responsible for the breaches of the confidentiality duty carried out by said persons.
- 17.5. All confidential information disclosed pursuant to this Agreement shall remain the property of the Party that discloses it, and shall be immediately returned by the Party receiving it upon receipt of a request to that effect from the other Party.

- 17.6. In the event that any of the Parties is required to disclose any Confidential Information by virtue of law, regulation or requirement of judicial or administrative authority legally authorized to do so, the Party in question shall immediately inform the other in writing in order to prevail the privileges and immunities of the GS/OAS.
- 17.7. The breach of this confidentiality clause by either of the Parties shall empower the other Party to terminate this Agreement and to make claim for the damages caused thereby.

CLAUSE 18

DATA PROTECTION

- 18.1. The Parties commit and undertake to properly and at all times comply with the current legislation on Data Protection and, in every event, they ensure effective implementation of "**Personal Data Protection and Privacy Manual**", which is included as **Annex VIII** to this Agreement, taking such security measures as are mandated for purposes of preventing the unauthorised alteration, access or use of the data to which each Party has access.
- 18.2. The MOE shall obtain, should the case be, the required authorization from the people benefitted by the Programme for personal data processing and assignment of image rights, in favour of the Parties.
- 18.3. The personal data delivered by the Parties and obtained thereby during the term of this Agreement shall be that which is strictly necessary for compliance herewith, may solely and exclusively be applied or used for the satisfaction of the aims of the Agreement and may not be transferred or delivered to third parties under any title whatsoever, not even for mere conservation purposes.

CLAUSE 19

COMPLIANCE WITH ANTI-CORRUPTION LAWS BY THE MOE

- 19.1. The MOE hereby represents, warrants, and covenants that:

- a) The MOE and any of its controlling entities or persons, affiliates, partners, officers, directors, employees and agents involved in the Relevant Undertaking will comply at all times in connection with and throughout the course of the Relevant Undertaking¹ (if applicable, including upon acquisition of the products and/or contents that are relevant for the supply of goods or rights and/or for the provision of the services subject to this Agreement), with all applicable laws, statutes, regulations and codes relating to combating corruption, including without limitation the United States Foreign Corrupt Practices Act (collectively, "Anti-Corruption Laws");
- b) In connection with the Relevant Undertaking, neither The MOE nor any of its controlling entities or persons, affiliates, partners, officers, directors, employees or agents will offer, promise or give, nor have they, as at the effective date, offered, promised, or given money or anything of value, directly or indirectly, to (i) any "Government Official"² in order to influence official action or otherwise obtain an improper advantage; (ii) any other person while knowing that all or any portion of the money or thing of value will be offered or given to a Government Official in order to influence official action or otherwise obtain an improper advantage, or (iii) any other person in order to induce him or her to act disloyally or otherwise improperly;
- c) The MOE will keep and maintain accurate and reasonably detailed books and financial records in connection with this Agreement and the Relevant Undertaking;
- d) The MOE has and shall maintain in place throughout the term hereof its own policies or procedures to ensure compliance with Anti-Corruption Laws, sufficient to provide reasonable assurances that violations of Anti-Corruption Laws will be prevented, detected and deterred;

¹ "Relevant Undertaking" means the subject matter of this Agreement.

² "Government Official" includes anyone working for or on behalf of a national, state, provincial or local government department, body, agency or other government entity (including government-owned or controlled companies) or any public international organization. The term also includes political parties, party officials and candidates for political office.

- e) The MOE shall promptly report to the FOUNDATION any violation of any of its obligations under Clauses 19.1 a), b) and c). In such event, the FOUNDATION reserves the right to require that the MOE immediately takes appropriate remedial actions;
 - f) The MOE's representations, warranties and covenants in this Clause 11.1 extend equally, for the avoidance of doubt, to any third parties subject to the control or influence or acting on behalf thereof in connection with the Relevant Undertaking, and the MOE has taken reasonable steps to ensure their compliance; and no rights or obligations of, or services to be rendered by the MOE in connection with the Relevant Undertaking shall be assigned, transferred or subcontracted to any third party without the prior written approval of the FOUNDATION; and
 - g) The MOE shall certify its compliance with this Clause periodically as may be required by the FOUNDATION and return signed the "Anti-Corruption Certificate".
- 19.2. Breach of this Clause shall be deemed a material breach hereof. In the event of such a breach, except if remedied pursuant to Clause 19.1e) above, this Agreement may be immediately suspended or cancelled by the FOUNDATION and any claims for payment by the MOE may be forfeited.
- 19.3. To the extent permitted by law, the MOE will indemnify and hold the FOUNDATION harmless from and against any and all claims, damages, losses, penalties, costs (including but not limited to legal fees) and expenses arising from or related to, any breach by The MOE of its obligations under Clause 19.1.
- 19.4. The FOUNDATION shall have the right to audit The MOE's compliance with its obligations and representations under Clause 19.1. The MOE shall fully cooperate in any audit, review, or investigation conducted by or on behalf of the FOUNDATION.

CLAUSE 20

OAS PRIVILEGES AND IMMUNITIES

Nothing in this Agreement shall constitute a waiver of the privileges and immunities of the OAS, the GS/OAS, its personnel and its assets, in accordance with the Charter of the OAS, the Agreement between the Government of Belize and the General Secretariat of the Organization of American States on the Functioning of the Office of the General Secretariat of the Organization of American States and the Recognition of its Privileges and Immunities, signed by the Parties on the 29th of May of 1995, and any other applicable laws of Belize and general principles and practices of international law.

CLAUSE 21

DISPUTE SETTLEMENT AND APPLICABLE LAW

- 21.1. Any dispute that arises in connection with the application or interpretation of this Agreement shall be resolved through direct negotiation among the Parties. Failing to reach a satisfactory solution for both, they can submit their differences to the arbitration procedure in accordance with the current arbitration regulations of the International Chamber of Commerce (ICC). The seat of arbitration will be the city of London. The arbitration will be held in English and Spanish simultaneously. The three arbitrators or, where appropriate, the sole arbitrator, may resolve the dispute as amiable compositeur or ex aequo et bono. The arbitration decision will be final, binding and not subject to appeal.
- 21.2. This Agreement shall be governed by and construed in accordance with Spanish law.

CLAUSE 22

CIVIL RESPONSIBILITY AND INDEMNIFICATION

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

- 22.2. If for any reason a third party should file a claim against one of the Parties in relation to the execution of this Programme, 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 party for any damages it may suffer as a result of these claims, including court costs and attorney's fees. The GS/OAS may use the financial resources of the Project to underwrite the costs of its defense.

CLAUSE 23

GENERAL PROVISIONS

- 23.1. This Agreement may only be amended by written instrument signed by duly authorised representatives of the Parties.
- 23.2. The Parties represent and warrant that the signature, submission and effective implementation of this Agreement and of the actions envisaged herein have been duly authorised by all persons and bodies, corporate or otherwise, whose authorisation is necessary. The Parties represent and warrant, for their own account, that this Agreement is valid and binding. Neither the execution nor the submission of this Agreement, nor the consummation of the actions envisaged herein, will entail an infringement of the respective clauses or of any other agreement or commitment that binds the Parties or to which they are Party. The Parties also represent and warrant that this Agreement does not infringe any law or regulation to which they are subject.
- 23.3. The failure to exercise or the late exercise of any right established herein shall not be interpreted or act as a waiver of such right. No waiver of rights arising out of this Agreement or by operation of law shall be effective unless recorded in writing. The exercise or non-exercise of any other action shall not be interpreted as an implicit waiver. Unless expressly provided otherwise, the rights arising out of this Agreement do not exclude those arising out of law.
- 23.4. The Parties may not partially or wholly assign or transfer to third parties the exercise of the rights and/or obligations created by this Agreement or any of the Annexes hereto without the prior written authorisation of the other Parties.

23.5. Each of the Parties shall be responsible for the substantive and formal tax obligations that correspond thereto in accordance with the legal system to which they are subject, taking into account for such purpose who is the taxable subject and who, in accordance with law, must comply with the respective formal obligation.

IN WITNESS WHEREOF, the undersigned, being duly authorized, have signed this Agreement in triplicate on the date and at the place indicated below:

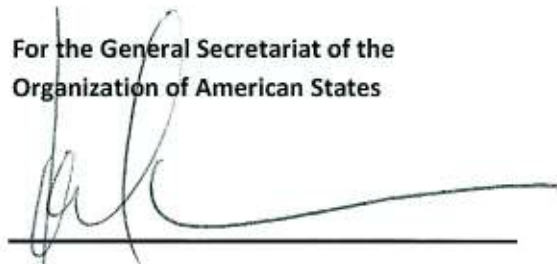
For ProFuturo Foundation



Mrs. Magdalena Brier López-Guerrero
Managing Director
Madrid, Spain

Date: 2019-10-30

**For the General Secretariat of the
Organization of American States**



Mrs. Kim Osborne
Executive Secretary for Integral
Development

Washington D.C., USA
Date: 2019-09-16



Mr. Oscar Giovanni León Suárez
Executive Secretary of the Inter-American
Telecommunication Commission

Washington D.C., USA
Date: 2019-09-19

**For the Ministry of Education, Youth,
Sports and Culture of Belize**



Hon. Patrick Fáber
Minister

City of Belmopan, Belize

Date: 10/15/2019