

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

Clasificación:

**Classification:** 2-2021

Classifacation:

Classificação:

Fecha de Ingreso:

**Entry Date:** January 28, 2021

Date D'entrée:

Data de Admissão:

Nombre del Acuerdo:

**Name of the Agreement:** Cooperation Agreement for the execution of a seed grant sponsored by the Inter-American Teacher Education Network (ITEN)

Nom de L'accord:

Nome do Acordo:

Materia:

**Subject:** Establish a regulatory framework to develop and deploy a certification program for primary and secondary teachers in the use of virtual manipulatives for the teaching of mathematics and science, funded by the Inter-American Teacher Education Network' Seed Grant.

Sujet:

Materia:

Partes:

**Parties Involved:** GS/Shortwood Teachers' College

Parties:

Partes:

Referencia:

**Reference:** Shortwood Teachers' College

Référence:

Referência:

Fecha de Firma:  
**Signature Date:** January 15, 2021  
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:** Kingston/ Washington, DC  
Lieu de la Signature:  
Lugar de Assinatura:

Unidad Encargada:  
**Unit in Charge:** Department of human development, education and employment  
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  
BETWEEN  
THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES  
AND  
SHORTWOOD TEACHERS' COLLEGE  
FOR THE EXECUTION OF A SEED GRANT SPONSORED BY THE INTER-AMERICAN  
TEACHER EDUCATION NETWORK (ITEN)**

**THE PARTIES TO THIS COOPERATION AGREEMENT**, the General Secretariat of the Organization of American States (hereinafter "GS/OAS") a public international organization, with headquarters at 1889 F Street NW, Washington, DC, 20006, through its Department of Human Development, Education and Employment (hereinafter "DHDEE") of the Executive Secretariat for Integral Development, represented by Ms. Kim Osborne, Executive Secretary for Integral Development, and Shortwood Teachers' College (hereinafter the "College"), a government owned educational institution located at 77 Shortwood Road, Kingston 8, Jamaica, represented by Dr. George Dawkins, College Principal.

**CONSIDERING:**

That the Inter-American Teacher Education Network (ITEN) is an initiative of DHDEE, whose mission is to contribute to the improvement of the quality of education in the Americas through the promotion of the exchange of knowledge, capacity-building, and technical assistance for teachers, ministries of education, and teacher formation centers within the Member States of the Organization of American States (OAS);

That ITEN supports all of the objectives of the Inter-American Education Agenda (IEA), available at [https://www.oas.org/en/media\\_center/press\\_release.asp?sCodigo=E-007/17](https://www.oas.org/en/media_center/press_release.asp?sCodigo=E-007/17), adopted in 2017 by the Ministers of Education of the OAS Member States, that proposes to strengthen education in the region in the following three priority areas: (1) quality, inclusive, and equitable education; (2) strengthening of the teaching profession; and (3) comprehensive early childhood care, (see OEA/Ser.K/V.12.1, CIDI/RME/doc.6/17 rev. 1), and that ITEN received the mandate to specifically address the second pillar of the IEA;

That there is a need to improve teacher education in the teaching of science, technology, engineering, and mathematics (STEM) in the region, and that the quality of teacher education in those areas should be integrated into a complete system that fosters collaborative problem-solving, the reason for which ITEN has created virtual tools and organizes in-person seminars that facilitate the exchange of ideas and strategies among professional specialists in STEM teacher education;

That one of the mechanisms used by ITEN for system change within and among educational systems are Seed Grants, funds awarded to ministries of education or other teacher education institutions that are committed to implementing changes in programs or policies in STEM teacher education that are derived from possible solutions developed within the ITEN community;

That the College has expressed its interest to execute a project funded by ITEN's Seed Grant within Jamaica and to share findings and achievements from said project with the ITEN community; and

That the GS/OAS is the central permanent organ of the OAS 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),

**HAVE AGREED** to enter into this Cooperation Agreement (hereinafter "Agreement"),

## **ARTICLE I PURPOSE**

- 1.1 The purpose of this Agreement is to establish a regulatory framework with respect to the execution of a project to develop and deploy a certification program for primary and secondary teachers in which they will be trained in the use of virtual manipulatives for the teaching of mathematics and science (hereinafter the "Project") by the College, and funded by ITEN's Seed Grant, in accordance with the Project Proposal, which forms an integral part of this Agreement as Annex II.

## **ARTICLE II RESPONSIBILITIES OF THE COLLEGE**

- 2.1 The College shall be responsible for executing the Project with the Contribution received from the GS/OAS pursuant to article 3.2 of this Agreement, and in accordance with the Project Proposal and the timelines set forth therein.
- 2.2 The College shall administer this Agreement in accordance with its norms and procedures. The College will maintain financial records of all expenditures of funds provided under this Agreement in accordance with its usual accounting practices. The GS/OAS reserves the right to audit all such financial records, which must be maintained for at least 6 years after the final disbursement of funds.
- 2.3 The College will provide a technical-financial report within thirty (30) days of the expiration or termination of this Agreement, in accordance with articles 9.4 and 9.5, including a brief description of activities, primary outcomes (considering the results and products described in the Project Proposal), lessons learned, a follow-up action plan, and an evaluation and recommendations for improvement.
- 2.4 The College will publicly share what was developed during the execution of the Project, in the manner determined by the GS/OAS, which could be through the presentation of the outcomes at an ITEN Annual Seminar (such as a plenary presentation, poster, or round-table discussion),



contribution to an ITEN Seminar publication, or through leading a public webinar hosted by ITEN.

- 2.5 The College will complete a follow up survey with the Seed Grant Coordinator approximately twelve (12) months after the expiration or termination of this Agreement.
- 2.6 The College shall reimburse the GS/OAS the full amount of the Contribution received from the GS/OAS pursuant to article 3.2 of the present Agreement should it fail to execute the Project in accordance with the Project Proposal, this Agreement and its Annexes. The reimbursement shall be carried out by means of a bank transfer or a deposit to the bank account indicated by the GS/OAS's Coordinator identified in article 4.1 of this Agreement and in accordance with the provisions of Section C of Annex I.
- 2.7 Upon the expiration or termination of this Agreement, the College shall reimburse to the GS/OAS that portion of the financial Contribution that has not been spent. The reimbursement shall be carried out by means of a bank transfer or a deposit to the bank account indicated by the GS/OAS's Coordinator identified in article 4.1 of this Agreement and shall be paid no later than the due date for the presentation of the technical-financial final report.
- 2.8 The College accepts that any reduction in the financial resources of the Contribution with respect to the budget in Annex II of this Agreement, arising as a consequence from a devaluation of the currency in which the Contribution is made shall be assumed by the Project or shall be covered directly by the College.
- 2.9 The College warrants that neither it, its parent entities nor subsidiaries or affiliated entities (if any) is engaged in any practice inconsistent with international human rights laws and standards that prevent child labor, sexual exploitation and trafficking in human beings. The College shall take all appropriate measures to prevent its personnel from engaging in sexual exploitation, child labor and trafficking in human beings.

### **ARTICLE III RESPONSIBILITIES OF THE GS/OAS**

- 3.1 The Seed Grant Coordinator appointed by the GS/OAS pursuant to article 4.1 is responsible for coordinating with the College in all matters necessary for the optimal execution of the Project. For this purpose, the Seed Grant Coordinator shall communicate with the Project team at least on a monthly basis before the main Project activities take place.
- 3.2 The GS/OAS shall provide to the College the sum of ten thousand United States Dollars (USD 10,000) (hereinafter the "Contribution") to be deposited to the account specified by the College Coordinator identified in article 4.2 of this Agreement and in the manner provided in the Disbursement Terms and Conditions, which forms an integral part of this Agreement as Annex I. The budget contained in the Project Proposal, which forms an integral part of this Agreement as

Annex II, shall express the amounts of the Contribution in the same currency in which the Contribution is made.

#### **ARTICLE IV COORDINATION AND NOTICE**

- 4.1 Within the GS/OAS, the dependency responsible for coordinating GS/OAS activities under this Agreement is the Department of Human Development, Education and Employment (DHDEE) and the Seed Grant Coordinator is Ms. Rebecca Vieyra, ITEN Specialist. Notifications and communications should be directed to the Coordinator at the following street address and electronic mail:

The General Secretariat of the Organization of American States  
Rebecca Vieyra  
ITEN Specialist  
Department of Human Development, Education and Employment  
1889 F Street, N.W.  
Washington, D.C. 20006  
United States of America  
Tel: +1 202 370 4708  
Electronic Mail: [RVieyra@oas.org](mailto:RVieyra@oas.org)

- 4.2 The coordinator responsible for coordinating the activities of the College under this Agreement is Mr. Conroy Hall, Physics and Mathematics Lecturer. Notifications and communications should be directed to the Coordinator at the following street address, and electronic mail.

Conroy Hall  
Physics and Mathematics Lecturer  
Shortwood Teacher's College  
77 Shortwood Road, Kingston 8, Jamaica  
Tel: +876 369 6046  
Electronic Mail: [conroyhall@stcoll.edu.jm](mailto:conroyhall@stcoll.edu.jm)

- 4.3 All communications and notifications under this Agreement will be validly made only when they are sent by mail or electronic mail and addressed to the Coordinators whose names are set out by the Parties to the addresses indicated in articles 4.1 and 4.2 of this Agreement. When communications and notifications are transmitted by e-mail, they shall be valid as long as they are made directly from the e-mail address of the Coordinator of one Party to the e-mail address of the Coordinator of the other Party.
- 4.4 Either Party may change the responsible unit, the designated coordinator, the indicated address, telephone, fax, or email, by notifying the other Party in writing.



**ARTICLE V**  
**CIVIL RESPONSIBILITY**

- 5.1 The College assumes full legal responsibility for the Project, including all liability for any damages or claims arising from it, directly and proximately caused by actions or omissions of its corresponding representatives, officials, employees and contractors and agrees to hold the GS/OAS and its staff members harmless from such damages and claims.

**ARTICLE VI**  
**INTELLECTUAL PROPERTY**

- 6.1. Any use of the OAS logo by the College, regardless of the purpose, shall be previously authorized in writing by the GS/OAS. The GS/OAS shall have the right to revoke the permission for such use at any time.
- 6.2. The GS/OAS shall have intellectual property rights, including copyright and/or patent, in the certification program and all work produced by the College under this Agreement. The Parties agree and understand that the GS/OAS shall have the right to use, copy, distribute, reproduce and publish the contents of the certification program and work produced under this Agreement, and to create any derivative work from it (including, but not limited to, translations of all materials).

**ARTICLE VII**  
**PRIVILEGES AND IMMUNITIES**

- 7.1 Nothing in this Agreement constitutes an express or implied waiver of the privileges and immunities of the OAS or the GS/OAS, its personnel and its assets, pursuant to the following provisions and instruments ratified by the Government of Jamaica: Articles 133, 134 and 136 of the OAS Charter, whose instrument of ratification was deposited by the Government of Jamaica on August 20<sup>th</sup> 1969, and the Agreement between the GS/OAS and the Government of Jamaica on the functioning in Kingston of the Office of the General Secretariat in Jamaica, signed on March 12<sup>th</sup>, 1971.

**ARTICLE VIII**  
**DISPUTE RESOLUTION**

- 8.1 Any dispute or complaint that may arise in conjunction with the application or interpretation of this Agreement, or the execution of the Project, shall be settled by direct negotiations between the Parties. If the Parties are unable to reach a mutually satisfactory solution, they shall submit their differences to arbitration pursuant to the Arbitration Rules of the United Nations Commission on International Trade Law ("UNCITRAL") currently in effect. The place of arbitration shall be Washington, D.C., U.S.A. The language in the proceedings shall be English, unless the Parties agree otherwise. 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.

- 8.2 The law applicable to the arbitration proceedings and to this Agreement shall be the law of the District of Columbia, U.S.A.

## ARTICLE IX GENERAL PROVISIONS

- 9.1 The Parties agree to observe the highest ethical standards and administrative transparency in all actions and activities relate to this Agreement. In addition, the GS/OAS, to the extent applicable and without prejudice to its privileges and immunities referred to in Article VII, and the College agree to comply with the provisions of the Inter-American Convention Against Corruption and with the applicable norms of the country in which the Project is executed. Failure to comply with this provision shall constitute grounds for anticipatory termination of this Agreement, pursuant to article 9.5.
- 9.2 Nothing in this Agreement shall be construed as creating between the Parties employment or commercial relations of any kind, nor does the GS/OAS assume any civil, contractual or non-contractual liability in connection with this Agreement and the activities carried out hereunder. The GS/OAS is not responsible for providing social security, workmen's compensation, health, accident and life insurance, vacation leave, sick leave, or any other such emoluments for the College and its employees under this Agreement. The College is solely responsible for providing such benefits. The College does not legally represent the GS/OAS, shall not hold itself out as having such powers of representation, and shall not sign commitments purporting to bind the GS/OAS.
- 9.3 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 hereof.
- 9.4 This Agreement shall enter into force upon signature by the duly authorized representatives of the Parties and shall remain in force throughout the execution of this Project until the **31st day of August of 2021**. However, the Parties may extend the duration of this Agreement by mutual written consent expressed by their duly authorized representatives.
- 9.5 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 (30) days' notice. Notwithstanding the termination of this Agreement, the activities planned that have been duly financed shall be continued to completion, unless the Parties mutually decide otherwise. Termination shall not give any right to compensation.

GS/OAS may, at its sole discretion, immediately terminate this Agreement for cause, and the College shall reimburse the GS/OAS the full amount of the Contribution pursuant to article 2.7 of this Agreement. Cause includes, but is not limited to, failure to complete the Project in accordance with the provisions of this Agreement and its Annexes.

9.6 Articles V, VI, VII and VIII shall survive the expiry or the termination of this Agreement.

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

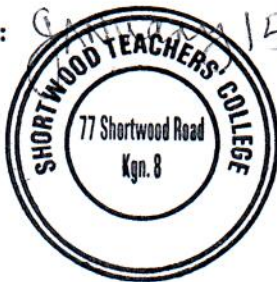
**FOR THE SHORTWOOD TEACHER'S  
COLLEGE**



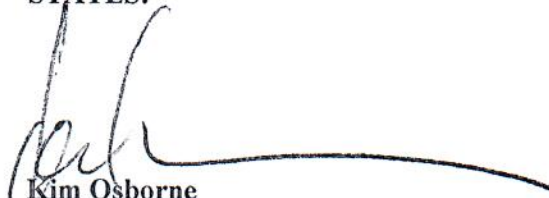
Dr. George Dawkins  
College Principal

**Place:** Kingston, Jamaica

**Date:**



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



Kim Osborne  
Executive Secretary for Integral Development

**Place:** Washington, D.C., USA.

**Date:** January 15, 2021



**SEED GRANT COOPERATION AGREEMENT  
ANNEX I: DISBURSEMENT TERMS AND CONDITIONS**

This Annex establishes the terms and conditions under which the ITEN Seed Grant will be disbursed by the **General Secretariat of the Organization of American States** (hereinafter “GS/OAS”), to **The Shortwood Teacher’s College**, here described as The College.

Funds will be disbursed in two installments under the following conditions:

**A) First installment**

- i. The first installment shall be disbursed within thirty (30) days of receipt by the GS/OAS of an electronic copy of the Cooperation Agreement and Annex I, properly signed by the authorized representatives of both Parties and the proper receipt of an invoice in institutional letterhead addressed to the Department of Human Development, Education and Employment (DHDEE), and the Coordinator identified in article 4.1. of the Agreement;
- ii. The first installment will represent 50% of the total amount of USD \$10,000 to be contributed by the GS/OAS;
- iii. The first installment will be deposited by the GS/OAS in the bank account provided by The College in its Vendor Form.

**B) Second and final installment**

- i. The second installment shall be deposited by the GS/OAS within thirty (30) days of final approval of proofs presented by The College described in Item B ii of this Annex and an invoice in institutional letterhead addressed to the Department of Human Development, Education and Employment (DHDEE), and the Coordinator identified in article 4.1 of the Agreement.
- ii. The second installment shall be disbursed by the GS/OAS to The College upon satisfactory presentation of the following documents, as stated in the Project Work Plan and Budget of the Project Proposal and contained within Annex II of this Agreement:
  - a. A quote or invoice for software to be purchased;
  - b. Signed Statement of Work (SOW) from **ALL** specialists named in Project Work Plan and Budget, including those who will **develop and review the course and learning materials**, those who will **administer the workshops**, and those who will **provide technical support**. Each SOW shall contain the following items:
    1. Detailed list of deliverables (including any activity, product, workshop, research, lesson plan, etc.);
    2. Timeline and delivery dates for each deliverable;



3. Number of hours corresponding to each deliverable;
  4. Hourly rate corresponding to each deliverable;
  5. Total honorarium expressed in United States Dollar amount;
  6. A written commitment from the teacher or specialist to execute on the listed deliverables
- c. An invoice in institutional letterhead addressed to the Department of Human Development, Education and Employment (DHDEE), and the Coordinator identified in article 4.1 of the Agreement.
- iii. The second installment will represent the remaining 50% of the total amount of the Contribution by the GS/OAS;
  - iv. The second installment will be deposited by the GS/OAS in the bank account provided by The College in their Vendor Form;

**C) Execution and Final Product:**

- i. In the event that the execution of the project and the delivery of its final products do not follow the plan and agreement stated in this Agreement and its Annexes, The College shall return to the GS/OAS all amount disbursed in the form of a Seed Grant;
- ii. The return of funds shall be executed by The College within thirty (30) days of receiving notice from the GS/OAS, and according to instructions provided by the GS/OAS;
- iii. In the event the funds are not returned, The College may be prevented from participating in future ITEN and/or GS/OAS related activities.