

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

Clasificación:
Classification: 28-2020
Classifacation:
Classificação:

Fecha de Ingreso:
Entry Date: December 30, 2020
Date D'entrée:
Data de Admissão:

Nombre del Acuerdo:
Name of the Agreement: Cooperation agreement between the General Secretariat of the Organization of American States, through the Department of Human Development, Education and Iowa University for the execution of a seed grant

Nom de L'accord:
Nome do Acordo:

Materia:
Subject: The purpose of this agreement is to establish a regulatory framework with respect to the execution of a Seed Grant project by the Parties, founded on the elements described in the Seed Grant proposal.

Sujet:
Materia:

Partes:
Parties Involved: GS/ Iowa University
Parties:
Partes:

Referencia:
Reference: Iowa University
Référence:
Referência:

Fecha de Firma:
Signature Date: December 2, 2020
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:

Lieu de la Signature:

Lugar de Assinatura:

Unidad Encargada:

Unit in Charge:

Executive Secretariat for Integral Development

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
IOWA STATE UNIVERSITY
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 Iowa State University (hereinafter ISU), a legal agency of the State of Iowa, located at 515 Morrill Road, 1350 Beardshear Hall, Ames, IA 50011-2105, represented by Pamela Helfer, Senior Award Administrator, Office of Sponsored Programs Administration,

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, 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 Iowa State University has agreed to execute a Seed Grant project within their country, online and in person, 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 Seed Grant project (hereinafter the “Project”) by the Parties, founded on the elements described in the Seed Grant proposal (“Project Proposal”), attached hereto as Annex II of this Agreement.

ARTICLE II RESPONSIBILITIES OF IOWA STATE UNIVERSITY

- 2.1 Iowa State University will assign a coordinator to lead the Project and those individuals identified in the Project Proposal.
- 2.2 Iowa State University will execute the Project as described in the Project Proposal and according to the timeline as set forth therein.
- 2.3 Iowa State University will provide monthly updates to the ITEN Seed Grant Coordinator identified in Article 4.1 regarding actions leading up to the main activities described in the Project Proposal.
- 2.4 Iowa State University will provide a final report no later than thirty (30) days after the execution of the Project, including a brief description of activities, primary outcomes (including results and products as described in the Project Proposal), lessons learned, a follow-up action plan, and an evaluation and recommendations for improvement.
- 2.5 Iowa State University will publicly share what was developed through the Project either through presentation of the outcomes at an ITEN Annual Seminar (through a plenary presentation, poster, or round-table discussion), contribution to an ITEN Annual Seminar publication, or through leading a public webinar hosted by ITEN.

- 2.6 Iowa State University will complete a follow up survey with the Seed Grant Coordinator approximately 12 months after the execution of the Project.
- 2.7 Iowa State University shall reimburse the GS/OAS unspent funds of the GS/OAS contribution described in Article 3.2 of the present Agreement should it fail to execute the Project in accordance with the Project Proposal and the terms stated in Annex I: Disbursement Terms and Conditions (hereto as Annex I) attached.

ARTICLE III RESPONSIBILITIES OF THE GS/OAS

- 3.1 The GS/OAS will assign a case manager (the “Seed Grant Coordinator”) to the Project, who will guide the advancement of the Project’s vision and goals by communicating with the Project team at least monthly before the major events of the Project take place.
- 3.2 The GS/OAS shall disburse \$9,995.00 directly to Iowa State University in two (2) equal installments within thirty (30) days of receiving and approving all requisite documents and invoices in institutional letterhead to the Department of Human Development, Education and Employment, addressed to the Coordinator identified in Article 4.1 of the present Agreement, as stated in Annex I.
- 3.3 The GS/OAS will provide Iowa State University with the opportunity to publicly share the outcomes of the Project through participation in the ITEN Annual Seminar, contributions in the ITEN Annual Seminar publication, or through an ITEN-hosted webinar as indicated in Article 2.5 of the current Agreement.

ARTICLE IV COORDINATION AND NOTICE

- 4.1 Within the GS/OAS, the dependency responsible for coordinating GS/OAS activities under this Agreement is the DHDEE and the ITEN Coordinator is Rebecca Vieyra, ITEN Specialist. Notifications and communications should be directed to the Coordinator at the following street address and electronic mail:

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

- 4.2 Iowa State University shall assign a Coordinator for this Agreement and shall inform GS/OAS of his/her name, address, phone number, and e-mail no later than the date of signature of this Agreement.

Technical/Programmatic:

Lynne Campbell

Program Coordinator III

Iowa State University - Extension

2333 Pammel Drive, Ames, IA 50011-1002, USA

Tel: 515-710-1381

Electronic Mail: lynne@iastate.edu

Contractual:

Pamela Helfer

Senior Award Administrator

ISU Office of Sponsored Programs Administration

1138 Pearson Hall, 505 Morrill Road, Ames, IA 50011-2103

Tel: 515-294-9080

Electronic Mail: phelfer@iastate.edu

- 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 PRIVILEGES AND IMMUNITIES

- 5.1 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, in accordance with the OAS Charter; the Headquarters Agreement between the OAS and the Government of the United States of America, signed May 14, 1992; other relevant agreements; and pursuant to general principles and practices of international law.
- 5.2 Notwithstanding the terms and conditions of this Agreement, the Iowa Tort Claims Act, Iowa Code Chapter 669, limits the liability of Iowa State University, the Board of Regents-State of Iowa, the State of Iowa (collectively, the "State Entities") and their officers, employees and agents. In addition, Article VII, Section 1 of the Constitution of the State of Iowa prohibits State Entities from being responsible for the debts or liabilities of any individual, association or corporation. Any provision in this Agreement will be deemed modified to limit the liability of the

State Entities and their officers, employees and agents as set forth in these laws. Iowa State University reserves any immunities, defenses or other limitations on liability to which Iowa State University is entitled by law.

ARTICLE VI DISPUTE RESOLUTION

- 6.1 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 the matter to a mutually agreed upon procedure of arbitration. The decision shall be final and binding and not subject to appeal.

ARTICLE VII GENERAL PROVISIONS

- 7.1 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 V, and Iowa State University agree to comply with the provisions of the Inter-American Convention Against Corruption and with the applicable norms of the country in which this Agreement is executed. Failure to comply with this provision shall constitute grounds for anticipatory termination of this Agreement, pursuant to Article 7.5.
- 7.2 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.
- 7.3 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.
- 7.4 This Agreement shall enter into force upon signature by the duly authorized representatives of the Parties and shall remain in force for the duration of eighteen (18) months total, or until twelve (12) months after the completion of the Project, whichever occurs first. However, the Parties may extend the duration of this Agreement by mutual written consent expressed by their duly authorized representatives.
- 7.5 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. In the event of termination, the GS/OAS shall pay Iowa State University for tasks performed and non-cancelable obligations incurred prior to the termination date, and Iowa State University shall provide the GS/OAS with project results completed as of the termination date for which payment has been received. In the event of overpayment upon the date of termination, the Iowa State University shall return all unspent funds to the GS/OAS.
- 7.6 Articles V and VI 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:

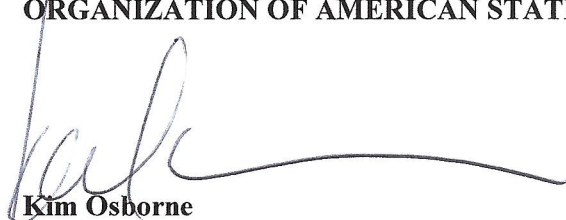
FOR IOWA STATE UNIVERSITY:

Pamela Helfer
Senior Award Administrator

Place: Ames, IA, USA

Date: 12/02/2020

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



Kim Osborne
Executive Secretary for Integral Development (SEDI)

Place: Washington, D.C., USA

Date: 11/24/20

**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 **Iowa State University** (hereinafter “**ISU**”).

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 (“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 \$9,995.00 to be funded by the GS/OAS; and
- iii. The first installment will be deposited by the GS/OAS in the bank account provided by the ISU.

B) Second and final installment

- i. The second installment shall be disbursed by the GS/OAS to the ISU upon presentation of deliverables identified in the Project Work Plan and Budget of Annex II: Project Proposal, which shall include the following documents:
 - a. Copy of invoice or receipt containing type, quantity and USD amount for each item included in “Water Connects Us All Module” kits.
 - b. Copy of invoice or receipt containing type, quantity and USD amount for each item included in “Extreme Weather Module” kits.
 - c. Copy of invoice or receipt containing quantity and USD amount for “Learn like a Scientist Book”.
 - d. Copy of invoice or receipt from University Printing Services for services related to printing of invitations, maps, and other resources.
 - e. Copy of invoice or receipt of catering contracted to provide meals for teachers during STEM Professional Development training.
 - f. A Statement of Work for each in-service teacher participating in the STEM Professional Development Program containing dates, scope of activities, and total USD amount received in the form of a stipend as part of the Seed Grant.

- g. 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 will represent the remaining 50% of the total amount to be funded by the GS/OAS;
- iii. The second installment will be deposited by the GS/OAS in the bank account provided by the ISU in their Vendor Form; and
- iv. The second installment shall be deposited by the GS/OAS within thirty (30) days of final approval of proofs presented by the ISU described in Item B (i) 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.

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 stated in this Agreement and its Annexes, GS/OAS may terminate the Agreement in accordance with Article 7.5 therein and ISU shall return to the GS/OAS all unspent amounts disbursed by GS/OAS to ISU in accordance with Article 2.7 of this Agreement;
- ii. The return of funds shall be executed by ISU within thirty (30) days of receiving notice from the GS/OAS, and according to instructions provided therein; and
- iii. In addition, the ISU may be prevented from participating in future ITEN and/or GS/OAS related activities.