

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

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Classificação:

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Entry Date: August 7, 2021.  
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 and Internet Society.

Nom de L'accord:  
Nome do Acordo:

Materia:  
Subject: Establishment of a framework for cooperation mechanisms between the Parties. Capacity building through training, research, and analysis on Internet industry issues including, but not limited to: development on digital skills, digital inclusion, Internet governance and the Internet Way of Networking, community networks, encryption, privacy, routing security, and Internet infrastructure.

Sujet:  
Materia:

Partes:  
Parties Involved: GS/ Internet Society.

Parties:  
Partes:

Referencia:  
Reference: Internet Society.

Référence:  
Referência:

Fecha de Firma:  
Signature Date: July 7, 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: Washington, DC.  
Place of Signature:  
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  
INTERNET SOCIETY**

**THE PARTIES TO THIS AGREEMENT**, the General Secretariat of the Organization of American States (hereinafter “GS/OAS”) a public international organization, with headquarters at 1889 F. St. N.W., Washington, D.C., 20006, represented by its Secretary General, Mr. Luis Almagro, and Internet Society (hereinafter “ISOC”) a District of Columbia nonprofit corporation with offices located at 11710 Plaza America Drive, Suite 400, Reston, VA 20190-5108 U.S.A. represented by Mr. Andrew Sullivan, President and Chief Executive Officer.

**CONSIDERING:**

That the Internet Society is a global nonprofit organization, trusted as the world’s independent source of leadership for Internet policy, technology standards, and future development. It works to ensure the Internet continues to grow and evolve as a platform for innovation, economic development, and social progress for people around the world;

That the Department of Human Development, Education and Employment (DHDEE) is the department within the Executive Secretariat for Integral Development of the GS/OAS responsible for the promotion, coordination, administration, and facilitation of the planning and execution of Human Development Programs and activities under the Strategic Plan for Partnership for Integral Development of the Inter-American Council for Integral Development.

That through the 2030 ICT Alliance for the Americas the GS/OAS strives to promote the region’s development through ICTs, recognizing the need to support member states of the Organization of American States (OAS) on the road to mainstreaming ICTs into their national policies.

That both organizations share a vision of an open, globally connected, secure and trustworthy Internet; and

That the GS/OAS is the central and 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 Agreement.

## **ARTICLE I PURPOSE**

- 1.1. The purpose of this Agreement is to establish a framework for cooperation mechanisms between the Parties.
- 1.2. The Parties shall cooperate in areas of capacity building through training, research, and analysis on Internet industry issues including, but not limited to: development on digital skills, digital inclusion, Internet governance and the Internet Way of Networking, community networks, encryption, privacy, routing security, and Internet infrastructure.

## **ARTICLE II ASSISTANCE, EXCHANGE OF INFORMATION AND ATTENDANCE AT MEETINGS**

- 2.1. ISOC shall:
  - a. As required, provide advice to the GS/OAS on matters material to this Agreement;
  - b. Based upon information provided by GS/OAS, distribute information on the objectives and activities of the OAS among the different institutions with which it has relationships;
  - c. Provide to the GS/OAS, publications on matters having relation to joint programs, projects and activities;
  - d. At the request of the GS/OAS, propose draft texts legislative guides and other uniform documents for GS/OAS to consider for possible submission to the pertinent organs of the OAS;
  - e. Present to the GS/OAS before January 31 of each calendar year a report containing a description of the activities carried out in the previous year pursuant to the present Agreement and an updated list of its authorities and other affiliated entities in each of the OAS member states; and
  - f. Consider the written observations and comments of the GS/OAS on the areas identified in (matters referred to) this Article.
- 2.2. GS/OAS shall:
  - a. Make available such OAS documentation and publications as are requested by ISOC to the extent that confidentiality restrictions permit and the financial resources of the Organization allow;
  - b. In accordance with the norms of the respective organs of the OAS and at the request of ISOC, invite its representatives to the public meetings of those organs when matters of interest to them will be discussed;

- c. As requested by ISOC, collaborate on matters relative to training in the member states of the OAS (in the areas covered by this Agreement), in accordance with the programs approved by the General Assembly provided and subject to available financial resources; and
- d. Consider the written observations and comments of ISOC in the areas indicated in (on the matters referred to) this article.

### **ARTICLE III SPECIAL COOPERATION RELATIONS**

- 3.1. The Parties shall give consideration to developing special cooperation relations in areas of common interest through supplementary agreements, memoranda of understanding or an exchange of letters in accordance with Article 4.3 of this Agreement which shall take into account:
  - a. The development and implementation of joint research projects;
  - b. The exchange of bibliographic materials and access to databases and general information;
  - c. The exchange of documents and specific information in relation to work programs that are of interest to each of the Parties;
  - d. The exchange of professional personnel to strengthen study and research programs; and
  - e. Joint meetings to address matters of common interest.
- 3.2. Any supplementary agreements, memoranda of understanding or letters of agreement entered into pursuant to Article 4.3 below, shall be governed by the terms of this Agreement, unless the Parties expressly provide otherwise in those instruments.

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

- 4.1. Within two months after the signing of this Agreement, and thereafter before the 31<sup>st</sup> day of January of each year, each Party shall present to the other a written document containing its work program for the current calendar year in relation to the subject matter of this Agreement.
- 4.2. The work programs referred to in subsection 4.1 shall contain proposals for the joint implementation of programs, projects and/or activities of common interest, in accordance with Article 4.3 of this Agreement.

- 4.3. Once the Parties have determined what programs, projects and/or activities are to be implemented and the corresponding authorizations and funds have been obtained, the Parties shall conclude a supplementary agreement, memorandum of understanding or exchange of letters containing the applicable conditions for each program, project and/or activity. Each such supplementary agreement, memorandum of understanding or exchange of letters shall be signed by the duly authorized representatives of the parties and should specify in detail, the following:
- a. The agreed-upon program, project and/or activity;
  - b. The objectives sought;
  - c. The dependencies of each of the Parties that will execute the program, project and/or activity;
  - d. The work plan: stages, planning and chronology of development;
  - e. The budget and the human and material resources required by the program, project and/or activity, specifying the financial responsibilities and contributions of each Party (indicating the nature and the amount), the schedule of the contributions and, as required, the property of the material resources that are acquired;
  - f. A provision relating to the coordination, notification and follow-up of the program, project and/or activity; and
  - g. A provision acknowledging this Agreement as the programmatic and juridical framework for the program, project or activity.

## **ARTICLE V FINANCIAL PROVISIONS**

- 5.1. Without prejudice to what the Parties may provide in the supplementary agreements, memoranda of understanding and/or exchange of letters entered into pursuant to this Agreement for the joint implementation of programs, projects and/or activities, this Agreement in and of itself does not create obligations of a financial nature for either of the Parties.

## **ARTICLE VI COORDINATION AND NOTICE**

- 6.1. Within the GS/OAS, the dependency responsible for coordinating GS/OAS activities under this Agreement is the DHDEE and the Coordinator is Mr. Jesus Schucry Giacomán Zapata, Director of the DHDEE. Notifications and communications should be directed to the Coordinator at the following street address and electronic mail:

General Secretariat of the OAS  
Mr. Jesus Schucry Giacomán Zapata,  
Director Department of Human Development, Education & Employment  
Executive Secretariat for Integral Development (SEDI)  
1889 F Street, N.W.  
Washington, D.C. 20006  
United States of America  
Electronic Mail: [jgiacomán@oas.org](mailto:jgiacomán@oas.org)

- 6.2. Within ISOC the Coordinator under this Agreement is Ms. Ronda Železný-Green, PhD, Global Head, Training and e-Learning. Notifications and communications should be directed to the Coordinator at the following street address and electronic mail with a copy to the ISOC Legal Department:

Internet Society  
Ms. Ronda Železný-Green  
11710 Plaza America Drive, Suite 400  
Reston, VA 20190  
Tel: +1-703-439-2120  
Email: [zgreen@isoc.org](mailto:zgreen@isoc.org)

Legal Department  
11710 Plaza America Drive, Suite 400  
Reston, VA 20190  
Email: [legal@isoc.org](mailto:legal@isoc.org)

- 6.3. All communications and notifications under this Agreement will be validly made only when they are sent by mail or electronic mail addressed to the Coordinators whose names are set out in Articles 6.1 and 6.2, above. When the communications and notifications are transmitted by electronic mail, they shall be valid when they are sent directly from the electronic address of the Coordinator of one of the Parties to the electronic address of the Coordinator of the other.
- 6.4. Either Party may change the responsible dependency, the designated Coordinator, the address, telephone or electronic mail indicated by notifying the other Party in writing.

## **ARTICLE VII USE OF NAME, ACRONYM, TRADEMARK AND LOGO**

- 7.1. Each Party may use the name, acronym, trademark and/or logo of the other Party only in connection with this Agreement or the programs, projects and/or activities executed in accordance with Article 4.3. prior written authorization from the other Party, and subject to the terms and conditions established by such Party and to its applicable policies on institutional image.

## **ARTICLE VIII INTELLECTUAL PROPERTY RIGHTS**

- 8.1. Nothing in this Agreement shall be construed as granting or implying rights to, or interest in, any intellectual property of the Parties.
- 8.2. In the event, that the Parties foresee that intellectual property that can be protected shall be created in relation to a particular program, project and/or activity to be carried out under this Agreement, the Parties shall negotiate and agree on terms of its ownership and use in the relevant legal instrument concluded as per Article 4.3.

## **ARTICLE IX CIVIL RESPONSIBILITY AND INDEMNIFICATION**

- 9.1. 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.
- 9.2. If for any reason a third party should file a claim against one of the Parties in relation to the execution of this Agreement, the responsible party shall be considered as the principal vis-à-vis the claimant and the sole party obligated to respond. The responsible party shall further be required to indemnify the other party for any damages it may suffer as a result of these claims.

## **ARTICLE X PRIVILEGES AND IMMUNITIES**

- 10.1. Nothing in this Agreement constitutes an express or implied waiver of the privileges and immunities of the OAS, the GS/OAS, their personnel, and their assets pursuant to Articles 133, 134 and 136 of the OAS Charter, whose instrument of ratification was deposited by the Government of the United States of America the 19 of June of 1951; the International Organizations Immunities Act (22 U.S.C. §§ 288 et seq.); the Headquarters Agreement Between the OAS and the Government of the United States of America, signed the 14 of May of 1992; the Agreement Between the Government of the United States of America and the OAS, signed the 20 of March of 1975; and the general principles and practices of international law.

## **ARTICLE XI DISPUTE RESOLUTION**

- 11.1. Any dispute or complaint that may arise in conjunction with the application or interpretation of this Agreement, or supplementary agreements, memoranda of understanding or exchange of letters pursuant to Article 4.3, above, shall be settled by direct negotiations between the Parties. If a solution satisfactory to both Parties cannot be reached, then the Parties shall submit their differences to arbitration pursuant to the Arbitration Rules of the United Nations Commission 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.

- 11.2 The law applicable to the arbitration proceedings and to this Agreement shall be the law of the District of Columbia, USA.

## **ARTICLE XII GENERAL PROVISIONS**

- 12.1. The Parties agree to observe the highest ethical standards and administrative transparency in all actions and activities related to this Agreement. In addition, the GS/OAS, to the extent applicable and without prejudice to its privileges and immunities referred to in Article X, and ISOC agree to comply with the provisions of the Inter-American Convention Against Corruption and in the applicable norms of the country in which the programs, project and/or activities are executed in accordance with Article 4.3. Failure to comply with this provision shall constitute grounds for anticipatory termination of this Agreement, pursuant to Article 12.4.
- 12.2 Modifications to this Agreement may only be made by mutual agreement in writing by the duly authorized representatives of the Parties. The instruments in which the modifications are set out shall be attached as annexes to this Agreement and shall form part of it.
- 12.3. This Agreement shall enter into force upon signature by the duly authorized representatives of the Parties and shall remain in force in accordance with Article 12.4.
- 12.4 This Agreement may be terminated by mutual consent or by either of the Parties by written notice from one to the other with not less than thirty days notice. Notwithstanding the termination of this Agreement, the supplementary agreements, memoranda of understanding and letters referred to in Article 4.3 that the Parties have signed and that have been duly financed shall be continued to completion unless the Parties mutually decide otherwise.
- 12.5. Articles IX, X and XI shall survive the expiry or the termination of this Agreement.

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

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

**FOR INTERNET SOCIETY:**



**Luis Almagro**  
Secretary General  
Organization of American States

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

**Date:** June 23, 2021



**Andrew Sullivan**  
President and Chief Executive Officer  
Internet Society

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

**Date:** 7 July 2021