

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

Clasificación:  
Classification: 51-2021.

Classification:  
Classificação:

Fecha de Ingreso:  
Entry Date: November 10, 2021.  
Date D'entrée:  
Data de Admissão:

Nombre del Acuerdo:  
Name of the Agreement: Memorandum of understanding between the General  
Secretariat of the Organization of American states and  
Concordia Summit, Inc.

Nom de L'accord:  
Nome do Acordo:

Materia:  
Subject: Establishment of a framework for partnership  
mechanisms between the Parties that will advance their  
joint mission to develop an environment that fosters  
social progress

Sujet:  
Materia:

Partes:  
Parties Involved: GS/ Concordia Summit, Inc.  
Parties:  
Partes:

Referencia:  
Reference: Concordia Summit, Inc.

Référence:  
Referência:

Fecha de Firma:  
Signature Date: September 30, 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:  
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:

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES  
AND  
CONCORDIA SUMMIT, INC.**

**THE PARTIES TO THIS IS A MEMORANDUM OF UNDERSTANDING** ("MoU"), Concordia Summit, Inc. ("Concordia"), a New York Non-Profit Organization, located at 134 E. 40th St., 5th Fl, New York, NY 10016, represented by its Co-Founder & CEO, Mr. Matthew Swift, and the General Secretariat of the Organization of American States ("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,

**CONSIDERING:**

- a. That Concordia is a tax-exempt charitable organization under Section 501(c)(3) of the Internal Revenue Code. Its mission is to actively foster, elevate, and sustain cross-sector partnerships for social impact;
- b. That Concordia holds Annual Summits that convenes a powerful roster of cross-sector leaders to spark dialogue, inspire change, and transform conversation into action. Concordia's Annual Summit fosters an international community and identifies avenues for collaboration between sectors, industries, and geographies. Also, Concordia holds Regional Summits with a focus on the Americas, Europe, and Africa that explore the role of regional affairs in international relations;
- c. That the Organization of American States (OAS) is the world's oldest regional organization and has as its purpose to achieve an order of peace and justice, to promote solidarity, and to defend independence, sovereignty and territorial integrity among its member states. It constitutes the main political, juridical and social governmental forum in the Hemisphere; and
- d. That the GS/OAS is the central and permanent organ of the Organization of American States 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 this MOU:

**I. PURPOSES**

The purposes of this MOU are:

**1. General.**

To establish a framework for partnership mechanisms between the Parties that will advance their joint mission to develop an environment that fosters social progress through the achievement of the following goals:

- a. Advance and leverage the strengths and networks of both organizations to engage key stakeholders, subject-matter experts, and thought leaders to promote and grow GS/OAS's initiatives.
- b. Enable the Parties to co-develop programming and action-oriented conversations focused on initiatives that are particular to the Latin American and Caribbean region.

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: the agreed-upon program, project and/or activity; the objectives sought; the work plan; 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; and, a provision acknowledging this MOU as the programmatic and juridical framework for the program, project or activity.

**2. Specific: Programming Partnership for the 2021 Concordia Annual Summit.**

To establish a regulatory framework with respect to the co-development of content for the 2021 Concordia Annual Summit, in accordance with terms established in this MOU.

## **II. TERM**

This MOU shall enter into force upon signature by the duly authorized representatives of the Parties and shall remain in force in accordance with Section X.

Without prejudice to the above, the Parties acknowledge that programming partnerships between the Parties will always be anchored around specific events, and that the specific programming partnership agreed under this MOU is with respect to the 2021 Concordia Annual Summit.

## **III. RESPONSIBILITIES OF THE PARTIES**

The responsibilities of the Parties regarding the 2021 Concordia Annual Summit are as follows:

**1. Announcement.**

The GS/OAS, through its Secretary General, Mr. Luis Almagro, will announce the 6th Concordia Americas Summit, which is set to take place in 2022, at the 2021 Concordia Annual Summit.

**2. Membership.**

Concordia shall grant to the GS/OAS a Global Patron Membership, including all recognition and benefits for the duration of the membership as defined in Annex I. Global Patron Membership affiliation shall be valid beginning on the date this MOU has been signed by the duly authorized representatives of the Parties and terminating 365 days thereafter.

**3. Operation and Administration.**

Concordia shall be solely responsible for all planning, operations, and administration relating to the 2021 Concordia Annual Summit, and that GS/OAS shall not have any responsibilities with respect to Concordia except as expressly established under the terms of this MOU.

**4. Communication & Media.**

The responsibilities of each of the Parties regarding the communications & media component shall be the ones listed in Section V (Communication & Media) of this MOU.

**5. Other responsibilities in accordance with the terms established in Annex I of this MOU.**

## **IV. POINTS OF CONTACT**

The Parties designate the following individuals to serve as the points of contract ("POC") for all matters relating to this MOU:

**POC for Programming Partnership:**

For Partner: Name: Marian Vidaurri  
Title: Advisor for the Secretary General of the Organization of American States Email: [mvidaurri@oas.org](mailto:mvidaurri@oas.org)

For Concordia: Name: Cooper Miqueli  
Title: Coordinator, Partnerships  
Email: [cmiqueli@concordia.net](mailto:cmiqueli@concordia.net)

For Concordia: Name: Gabriel Barrientos  
Title: Senior Manager, Partnerships  
Email: [gbarrientos@concordia.net](mailto:gbarrientos@concordia.net)

**POC for Communications, Media, & Marketing:**

For Partner: Name: Gonzalo Espariz  
Title: Director, Press Department American States  
Email: [gespariz@oas.org](mailto:gespariz@oas.org)

For Concordia: Name: Rita Lockheart  
Title: Senior Manager, Communications  
Email: [rlockheart@concordia.net](mailto:rlockheart@concordia.net)

Should any of these POCs change throughout the duration of this MOU, the GS/OAS or Concordia must make the other aware of the change, and facilitate introductions to the new POC.

**V. COMMUNICATIONS & MEDIA**

1. **Concordia will work with the GS/OAS to understand communications priorities and co-develop a communications plan to elevate GS/OAS's name and GS/OAS's participation at the 2021 Concordia Annual Summit.** Concordia shall:
  - a. In consultation with the GS/OAS, create promotional materials, including a partnership announcement, social media posts, a page on the Concordia website dedicated to the GS/OAS, and press emails as appropriate.
  - b. Promote this specific partnership on Concordia's social media platforms (Twitter, Facebook, LinkedIn, Instagram) using the hashtag #Concordia21 and linking to GS/OAS's profile and/or website, subject to GS/OAS prior review and approval.
  - c. Provide a post-event report on media coverage around 2021 Concordia Annual Summit
2. **The GS/OAS, through the Office of the Secretary General, will provide communications and media support to Concordia, collaborating with Concordia's communications team to engage media partners, develop a media plan, and create talking points around the 2021 Concordia Annual Summit.** The GS/OAS shall:
  - a. Provide appropriate boilerplate language for partnership profile to be placed on Concordia website and marketing materials.
  - b. Supply any relevant video or imagery collateral to be used in promotion of an event, pursuant to Concordia's

approval. If videos or images are not delivered at least 20 days prior to event, Concordia is not responsible if it is not possible to include them in the event.

- c. Share 2021 Concordia Annual Summit registration information over social media channels (Twitter, Facebook, LinkedIn, Instagram, etc.) mass mailings, website, and newsletters one week prior to the start of 2021 Concordia Annual Summit
- d. Promote GS/OAS's participation in 2021 Concordia Annual Summit on social media platforms (Twitter, Facebook, LinkedIn, Instagram) using the hashtag #Concordia21 and linking to Concordia's social media handle and website, as well as feature GS/OAS's partnership with Concordia in GS/OAS's mass mailings, website, and newsletter using Concordia's logo, boilerplate and information about co-hosted events, subject to GS/OAS policies on institutional image.

### **3. License to Use Partner Logo.**

Each Party hereby grants to the other Party a limited, non-exclusive, revocable license to use the "Logo", or multiple "Logos", solely for the specific purpose expressly permitted under Section I.2. of this MOU with respect to the collaboration. Specifically, it is intended that the Logos may be used on event invitations, marketing materials (e.g., in emails, social media posts, and on each party's website), and day-of signage, subject to GS/OAS prior review. If the logos are not received by Concordia at least three weeks prior to the event, Concordia is not responsible for inclusion in printed or digital signage.

## **VI. FINANCIAL PROVISION**

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 MOU for the joint implementation of programs, projects and/or activities, this MOU in and of itself does not create obligations of a financial nature for either of the Parties.

The Programming Partnership component of Section I.2 of this MOU is only directed towards the 2021 Concordia Annual Summit. Therefore, the Parties shall conclude a supplementary agreement, memorandum of understanding or exchange of letters, in accordance with Section I.1. of this MOU, for joint events that may require funding (e.g. private dinners or 2021 Lexington Summit Programming Partner status) and for Programmatic Partnership for the 2022 Annual Summit or for other future year, which will be re-visited during said calendar year.

## **VII. RESPONSIBILITY AND INDEMNIFICATION**

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.

Each Party agrees to indemnify and hold harmless the other Party, and its current and former trustees, officers, staff members, assignees, agents, and licensees, from and against any losses, costs, expenses (including reasonable attorneys' fees), judgments, settlements, and damages resulting from any claim or action arising out of the indemnifying Party's breach of any covenant, representation, or warranty in this MOU.

## **VIII. NON-EXCLUSIVITY**

Unless otherwise agreed to in Annex I, this partnership is non-exclusive. The GS/OAS understands that Concordia may enter into partnership or other similar arrangements with others.

## **IX. CONFIDENTIALITY**

Parties may exchange Confidential Information (as defined below) in connection with the activities executed under this MOU. The receiving Party agrees to keep any Confidential Information confidential.

“Confidential Information” may include but is not limited to all information, in any form, furnished to or obtained by either Party including, without limitation, event plans and strategies, partner or speaker data, and budget and other financial data. “Confidential Information” is considered information that must be marked by the Disclosing Party as “Confidential”, “Restricted”, or other simple marking. It does not include information which: (a) is or becomes generally available to the public other than as a result of an unauthorized disclosure by a Party; (b) was known by a Party prior to its being furnished by the other Party; or (c) is or becomes available to a Party on a non-confidential basis from a source other than the other Party; or (d) is independently developed by a Party without reference to the Confidential Information of the disclosing Party.

All information (including files, documents, and electronic data, regardless of the media it is in) belonging to GS/OAS and used by Concordia in the performance of this MOU shall remain the property of GS/OAS. Concordia shall not retain such information, and copies thereof beyond the termination date of this MOU, and Concordia shall not use such information for any purpose other than for ones agreed in this MOU, unless authorized in writing by the GS/OAS.

## **X. TERMINATION**

### **1. Termination on Notice**

Either Party may on its own terminate this MOU by providing written notice of that decision to the other with not less than thirty days' notice. Such a termination will be effective immediately after delivery of the written notice by the terminating Party.

### **2. Termination for Breach**

If either Party breaches any of its obligations under this MOU, the non-breaching Party may provide the breaching Party with written notice of the breach. If the breaching party fails to cure the breach within 10 days after receipt of such notice, the non-breaching Party may terminate this MOU upon delivery to the breaching Party of a written notice to that effect, with the termination effective upon delivery of such notice to the breaching Party. The non-breaching Party may in its reasonable discretion determine whether the breach has been cured.

### **3. Termination for Non-ethical Conduct**

The Parties agree to observe the highest ethical standards and administrative transparency in all actions and activities related to this MOU. In addition, the GS/OAS, to the extent applicable and without prejudice to its privileges and immunities referred to in Section XI, and Concordia 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 Section I.1. Failure to comply with this provision shall constitute grounds for anticipatory termination of this MOU.

Also, either Party may immediately terminate this MOU by giving written notice to the other if it reasonably believes that the other Party has engaged or is engaging in conduct involving harassment or discrimination, of a nature which reflects or could reflect materially and unfavorably upon the interests and reputation of the terminating Party. Such a termination will be effective upon delivery of the notice by the terminating Party.

### **4. Effect of Termination**

Upon termination of this MOU, the Parties will cooperate in transition activities to minimize adverse impacts of the termination. The Parties will promptly cease use of any logos or marks of the other Party. Notwithstanding the termination of this MOU, the supplementary agreements, memoranda of understanding and letters referred to in Section I.1. that the Parties have signed and that have been duly financed shall be continued to completion

unless the Parties mutually decide otherwise.

Sections IX, XI and XII shall survive the expiry or the termination of this MOU.

#### 5. Force Majeure

The Parties shall not be held responsible for any delay or failure in performance of its obligations hereunder to the extent such delay or failure is caused by fire, flood, strike, civil, governmental or military authority, acts of God, acts of terrorism, acts of war, epidemics or pandemics, the availability of the venue or other similar causes beyond its reasonable control and without the fault or negligence of any of the Parties. For one or more of such reasons, Concordia may postpone, reschedule or cancel the event without liability on the part of Concordia. In the event that the 2021 Concordia Annual Summit cannot be held or is postponed pursuant to this section, Concordia shall not be liable to GS/OAS for any damages, costs, or losses incurred, such as transportation costs, accommodations costs, or financial losses.

### XI. PRIVILEGES AND IMMUNITIES

Nothing in this MOU constitutes an express or implied waiver of the privileges and immunities of the OAS, the GS/OAS, their personnel, and their assets, in accordance with the OAS Charter, relevant agreements, applicable national law, or the general principles and practices of international law.

### XII. DISPUTE RESOLUTION

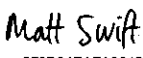
Any dispute or complaint that may arise in conjunction with the application or interpretation of this MOU, or supplementary agreements, memoranda of understanding or exchange of letters pursuant to Section I.1, above, shall be settled by direct negotiations between the Parties. If a solution satisfactory 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") or of the Inter-American Commercial Arbitration Commission ("IACAC") 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.

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

### XIII. MODIFICATIONS

Modifications to this MOU 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 MOU and shall form part of it.

Accepted and Agreed:

DocuSigned by:  
  
359B04EFA0642F...  
(Matthew Swift)  
Date: 8/26/2021  
Concordia Summit, Co-Founder & CEO

DocuSigned by:  
  
EE90934D7BD3407...  
(Luis Almagro)  
Date: 8/30/2021



## General Secretariat of the Organization of American States, Secretary General

Event	Roles & Responsibilities
<p><b>2021 Concordia Annual Summit</b></p> <p>via Virtual or In-Person Engagement</p> <p><b>Level of Engagement:</b> In-Kind Programming Partner</p>	<p><b>I. Concordia to Provide (<i>applicable for Digital, In-person, or Hybrid scenarios</i>):</b></p> <p><b>A. Programming and Thought Leadership</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> One (1) Mainstage Programming Session where Luis Almagro will announce the 6th Concordia Americas Summit. <ul style="list-style-type: none"> <li><input type="checkbox"/> This will include hands-on consultation with Concordia's Programming Team to advise on format, function, audience, and speaker recruitment, delivering stakeholder and topic analysis to ensure 'fresh' and timely take and support diversity.</li> <li><input type="checkbox"/> Intended format: Fireside Chat</li> <li><input type="checkbox"/> Co-Branding Optional</li> <li><input type="checkbox"/> Draft discussion themes and/or leading questions</li> </ul> </li> <li><input type="checkbox"/> Additional Programming at other Concordia events such as: Roundtable and Concordia Live webinar series, benefits associated with Patron Membership.</li> </ul> <p><b>B. Connectivity and Networking</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Expanded set of in-person GS/OAS credentials to bring GS/OAS guests and stakeholders to attend the 2021 Annual Summit <ul style="list-style-type: none"> <li><input type="checkbox"/> 12 in-person passes</li> <li><input type="checkbox"/> 25 virtual passes</li> </ul> </li> <li><input type="checkbox"/> Access to Concordia Connect and a one-year Global Patron Membership, including all applicable recognition and benefits for the duration of the membership, including but not limited to. <ul style="list-style-type: none"> <li>→ Set of In-Person and Digital Passes to every Annual and Regional Summits per year</li> <li>→ Access to the event platform's live Main Stage and Strategic Dialogue programming.</li> <li>→ Special invites to private roundtables, networking receptions, and other social engagements hosted by Concordia's Partners and Sponsors.</li> <li>→ Ability to request meetings, through Concordia Connect, with the Leadership Council, Advisors, Members, Speakers, Partners, and Sponsors.</li> <li>→ Opportunity to host 1 private Roundtable at any of our Regional Summits, 1 private at our Annual Summit, and a Concordia Live/Roundtable throughout the year, on a first come-first serve basis</li> <li>→ Concordia Partnerships Department support &amp; quarterly check-ins.</li> </ul> </li> </ul>

## ANNEX I: SCOPE AND DELIVERABLES

	<p><b>C. Visibility and Amplification</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Select logo placement on all Programming Partnership graphics and website, and wherever Programming Partners are recognized on the event platform for the Concordia Annual Summit</li> <li><input type="checkbox"/> Select promotional opportunities, such as promotion on the event Newsfeed, social media/blog exposure and promotion to general press/media partners for the Concordia Annual Summit</li> </ul> <p><b>GS/OAS to Provide:</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Main POC for regular communication and collaboration with Concordia regarding Partnership needs, expectations, and deliverables</li> <li><input type="checkbox"/> Introduction to Partner marketing/communications team as needed to ensure Concordia can deliver on visibility/branding presence for the event</li> <li><input type="checkbox"/> One (1) Mainstage Programming Session where Luis Almagro will announce the 6th Concordia Americas Summit.</li> </ul>
<p><b>2022 Concordia Americas Summit</b></p> <p>via Virtual or In-Person Engagement</p> <p><b>Level of Engagement:</b> In-Kind Programming Partner</p>	<p><b>II. Concordia to Provide (<i>applicable for Digital, In-person, or Hybrid scenarios</i>):</b></p> <p>All aspects of the benefits exchange for the 2022 Concordia Americas Summit will be determined through a supplementary agreement, memorandum of understanding or exchange of letters between the duly authorized representatives of the Parties pursuant Section I.1. of this MOU. However, as agreed in Section III of this MOU the GS/OAS will be considered a Programming Partner and will receive all the respective benefits.</p> <ul style="list-style-type: none"> <li><b>A. Programming and Thought Leadership</b></li> <li><b>B. Connectivity and Networking</b></li> <li><b>C. Visibility and Amplification</b></li> </ul> <p><b>GS/OAS to Provide:</b></p> <p>All aspects of the benefits exchange for the 2022 Concordia Americas Summit will be determined through a supplementary agreement, memorandum of understanding or exchange of letters between the duly authorized representatives of the Parties pursuant Section I.1. of this MOU.</p>