

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

Clasificación:
Classification: 69-2019
Classifacation:
Classificação:

Fecha de Ingreso:
Entry Date: September 13, 2019

Date D'entrée:
Data de Admissão:

Nombre del Acuerdo:
Name of the Agreement: Cooperation Agreement for the execution of a
professional development experience for secondary
physic ITEN teacher fellows

Nom de L'accord:
Nome do Acordo:

Materia:
Subject: Establish a regulatory framework with respect to the
provision of a blended professional development
training, including two webinars for the ITEN
community and a face-to-face workshop for
approximately 20 upper secondary physics ITEN
Teacher Fellows by the parties.

Sujet:
Materia:

Partes:
Parties Involved: GS/The regents of the University of Colorado
Parties:
Partes:

Referencia:
Reference: The regents of the University of Colorado
Référence:
Referência:

Fecha de Firma:

Signature Date: August 16, 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/ Boulder, CO
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
THE REGENTS OF THE UNIVERSITY OF COLORADO
FOR THE EXECUTION OF A
PROFESSIONAL DEVELOPMENT EXPERIENCE FOR
SECONDARY PHYSICS ITEN TEACHER FELLOWS**

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, N.W., Washington, D.C., 20006, through its Department of Human Development, Education and Employment (hereinafter "DHDEE") of the Executive Secretariat for Integral Development, represented by Mrs. Kim Osborne, Executive Secretary for Integral Development, and the REGENTS OF THE UNIVERSITY OF COLORADO (hereinafter the "University"), a Corporate body, acting on behalf of the University of Colorado Boulder, in support of PhET Interactive Simulations (hereinafter "PhET"), a project of the University of Colorado-Boulder, located at University of Colorado-Boulder, Boulder, CO, 80309, USA, represented by Dave Christopher, Senior Contracts Officer,

CONSIDERING:

That there is a desire to improve STEM teacher education in the Americas, and that quality of teacher education is embedded in a complex system that especially includes the education of early childhood teachers;

That the Inter-American Teacher Education Network (hereinafter "ITEN") is an initiative of the DHDEE, which is promotes the professional development of teachers in the Americas;

That ITEN supports all goals of the Inter-American Education Agenda (IEA), adopted in 2017 by the Ministers of Education of the Organization of American States (hereinafter "OAS") member states, which proposes to strengthen education in the region through three main pillars: (1) quality, inclusive and equitable education; (2) strengthening the teaching profession; and (3) comprehensive early childhood care, and that ITEN was mandated to specifically address the second pillar of the IEA;

That the University has agreed to provide a professional development experience to support the goals of the ITEN Teacher Fellowship, a professional development and instructional leadership program for exemplary classroom teachers nominated by their Ministries of Education or regional educational agencies (hereinafter "ITEN Teacher Fellows"); 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:

**ARTICLE I
PURPOSE**

1.1 The purpose of this Cooperation Agreement (hereinafter "Agreement") is to establish a regulatory framework with respect to the provision of a blended professional development training, including two webinars for the ITEN community and a face-to-face workshop for approximately 20 upper secondary physics ITEN Teacher Fellows (hereinafter the "Professional Development Training") by the Parties.

**ARTICLE II
THE PROFESSIONAL DEVELOPMENT TRAINING**

2.1 The Professional Development Training will consist of (2) two webinars (one in English, and one in Spanish) to be offered to the ITEN community in June or July 2019 ("Product 1"), and (1) one, one-day, in-person workshop on August 16, 2019 in Lima, Peru ("Product 2").

2.2. Product 1 will consist of two identical one-hour webinars (one in English and one in Spanish) that will be offered to the ITEN community. These webinars will: (1) introduce attendees to PhET resources (simulations and teacher resources); (2) share effective practices in integrated educational technology to teach STEM; and (3) share educational research literature that undergirds the resources development.

2.3 Product 2 will consist of a one-day (6-8 hour) workshop (presented in-tandem in English and Spanish by PhET staff) for approximately 20 high school physics teachers on using simulations in secondary STEM, with a pedagogical focus on using PhET simulations in conjunction with active learning. The workshop should also include guidelines for how to effectively disseminate PhET resources and practices for integrating educational technology in K-12 STEM education broadly. The expected outcome of the workshop includes Teacher Fellow-developed lesson plans that include PhET simulations and effective practices for technology integration.

**ARTICLE III
OBLIGATIONS OF THE UNIVERSITY**

3.1 The University will develop and administer the Professional Development Training, and will work collaboratively with ITEN to determine the needs and desires of the intended participants with respect to the content and skill focus. The University shall consult ITEN at least once before the webinars and at least once before the face-to-face workshop regarding the intended materials to be shared and the syllabus for the workshop (as described in items 2.2 and 2.3).

3.2 The University shall directly hire and pay the staff that will assist in the development and execution of the Professional Development training, as well as all other human resources necessary to develop and implement the Professional Development Training. No live, professional translation services will be provided during the webinars or during the workshop.

3.3 The University shall purchase the required airfare, hotel accommodations, on-site travel costs in Lima, and provide meals or per diems to the staff that will assist in the Professional Development training in Lima, Peru.

**ARTICLE IV
OBLIGATIONS OF THE GS/OAS**

4.1 The GS/OAS will provide the University with the listing of selected ITEN Teacher Fellows and support teachers' overall logistical engagement with virtual and face-to-face activities.

4.2 The GS/OAS will provide the University with the appropriate learning space for the in-person workshop, including Internet access, an LCD projector system and screen. The venue for the in-person workshop is anticipated to be Los Delfines Hotel & Convention Center in Lima, Peru.

**ARTICLE V
FINANCIAL PROVISIONS**

5.1 The GS/OAS shall pay (PhET) (the amount of USD 14,000) for the costs associated with the development and execution of the Professional Development (Experience Training) that (PhET) is not covering.

5.2 All financial activity associated with this Agreement shall be subject to an audit by the GS/OAS. The University is responsible for obtaining, maintaining, and providing all contracts, copies of receipts, and other pertinent documents to the GS/OAS, if requested.

5.3 Table of Payments

Task	Date Due	Amount
Task 2.2 Professional Development	17 August 2019	\$14,000

5.4 All payments, per the table in Article 5.3, shall be remitted to the following bank account:

Bank: Wells Fargo Bank NA
Account Name: Regents of the University of Colorado
Account No.: 1018050156
Swift: WFBIUS6WFFX

**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 Rebecca Vieyra. Notifications and communications should be directed to the Coordinator at the following street address and electronic mail:

Rebecca Vieyra
ITEN Coordinator
Department of Human Development, Education and Employment
1889 F St., N.W.
Washington, D.C. 20006
United States of America
Tel: +1 202 370 4708
Electronic Mail: RVieyra@oas.org

6.2 The University has assigned a coordinator for the purposes of this Agreement. The coordinator will be: Dr. Kathy Perkins, Department of Physics, 303-492-6714, Katherine.perkins@colorado.edu.

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 by the Parties.

6.4 Either Party may change the responsible unit, the designated coordinator, the indicated address, telephone, fax, or email, thus notifying the other Party in writing.

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, in accordance with the OAS Charter, relevant agreements and pursuant to general principles and practices of international law.

7.2 Regardless of venue or jurisdiction, GS/OAS understands and agrees that the liability of the University, the State of Colorado and their officers and employees, relating to actions that lie in tort or could lie in tort, is controlled and limited by the Colorado Governmental Immunity Act, Colorado Revised Statute ("CRS") § 24-10-101 et seq., Nothing contained within this Cooperation Agreement shall be construed as an express or implied waiver of the University's governmental immunity or of the governmental immunity of the State of Colorado.

ARTICLE VIII DISPUTE RESOLUTION

8.1 Any dispute or complaint that may arise in conjunction with the application or interpretation of this Agreement 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 a mutually agreeable procedure.

8.2 The law applicable to the arbitration proceedings and to this Agreement shall be the applicable federal, state, and local law.

ARTICLE IX GENERAL PROVISIONS

9.1 Nothing in this Agreement shall create an employer-employee relationship between the Parties.

9.2 GS/OAS shall require ITEN Teacher Fellows to sign a permission form authorizing the GS/OAS to take pictures during the Professional Development Training activities and to use their images for publicity purposes.

9.3 The University shall not use the trademarks, trade names, service marks, service names, domain names, logo, or any other licensed mark or intellectual property of the GS/OAS or the OAS in any manner without the prior written consent from the GS/OAS of such use. The GS/OAS grants the

University a revocable, non-exclusive, non-assignable, limited license to reproduce the OAS logo as an institutional partner on the PhET website and other materials produced within the context of this Agreement which suggest a partnership between the two institutions, but not as an endorsement of any specific product or service. The University must comply with the GS/OAS requirements for logo reproduction in the OAS Institutional Image Manual, a copy of which will be provided to the University by GS/OAS, and shall send the GS/OAS a copy of the material in which the OAS logo will appear for GS/OAS final approval prior to its publication.

9.4 GS/OAS acknowledges and agrees that all products (and all rights therein, including, without limitation, copyrights) provided by the University, and not readily available in the public domain, belongs to and shall be the sole and exclusive property of the University. The rights to any new products that result from this collaboration shall be shared between GS/OAS and the University.

9.5 The Parties agree to observe the highest ethical standards and administrative transparency in all actions and activities relating 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 University agree to comply with the provisions of the Inter-American Convention against Corruption and with the applicable norms of the country in which the programs, project and/or activities are executed. Failure to comply with this provision shall constitute grounds for anticipatory termination of this Agreement, pursuant to Article 9.10.

9.6 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.

9.7 This Agreement shall enter into force upon signature by the duly authorized representatives of the Parties and shall remain in force until August 17, 2020. Nonetheless, the Parties may extend the period of this Agreement by mutual consent in writing by their duly authorized representatives.

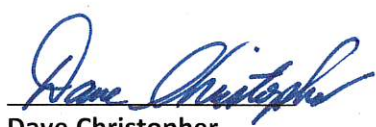
9.8 This Agreement may be terminated by mutual consent or by either of the Parties by written notice from one to the other with not less than thirty days' notice. Notwithstanding the termination of this Agreement, activities that have been duly financed shall be continued to completion unless the Parties mutually decide otherwise.

9.9 Each party agrees to be responsible for the negligent acts and omissions of their officers, agents, employees and legal representatives with respect to its obligations under this Agreement.

9.10 Articles 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 in duplicate on the date and at the place indicated below:

**FOR THE REGENTS OF THE
UNIVERSITY OF COLORADO**



Dave Christopher
Senior Contract Officer

Place: *Boulder, CO*
Date: *2019-08-16*

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



Kim Osborne
Executive Secretary for Integral Development
General Secretariat of the OAS

Place: Washington, DC
Date: *2019-08-06*