

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

Clasificación:  
Classification: 72-2019  
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 early  
childhood ITEN fellow teacher

Nom de L'accord:  
Nome do Acordo:

Materia:  
Subject: Establish a regulatory framework with respect to the  
provision of a seventy six (76) hour professional  
development training for fifteen (15) Early  
Childhood Inter-American Teacher Education  
Network Teacher Fellows by the parties.

Sujet:  
Materia:

Partes:  
Parties Involved: GS/Universidad Privada Peruano Alemana  
Parties:  
Partes:

Referencia:  
Reference: Universidad Privada Peruano Alemana  
Référence:  
Referência:

Fecha de Firma:  
Signature Date: August 20, 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/Lima, Peru

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  
LA UNIVERSIDAD PRIVADA PERUANO ALEMANA  
FOR THE EXECUTION OF A  
PROFESSIONAL DEVELOPMENT EXPERIENCE FOR  
EARLY CHILDHOOD 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, and represented by Mrs. Kim Osborne, Executive Secretary for Integral Development, and Universidad Privada Peruano Alemana SAC (hereinafter "UPAL"), a private university, located at Alejandro Iglesias 296 Chorrillos, Lima, Perú, represented by Mrs. Marisol Bellatin Vingerhoets, Director General.

**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 a project 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 UPAL 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 seventy six (76) hour professional development training for fifteen (15) early childhood 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 three products: (1) an online course from May 7 to August 1, 2019; (2) a face-to-face workshop on August 15, 16, 19, 20, and 21, 2019; and (3) the provision of 6 months of virtual support for participants from October 1, 2019 through March 31, 2020.

**2.2** Product 1 will consist of a UPAL-developed and executed 20-hour virtual course for fifteen (15) early childhood ITEN Teacher Fellows. Product 1 will result in the building of a learning community, by getting to know the participants of the Professional Development Training, and collecting and sharing relevant information on the pedagogical practices of each participant as it relates to STEM. The execution of this product will be conducted online using the Canvas platform and engage the participants in individual and group activities. The course will be hosted on the GS/OAS Canvas account. UPAL will access the course by creating its own independent account with Canvas, and GS/OAS will assign "Teacher" privileges to permit UPAL to make modifications and additions to the course space. UPAL and GS/OAS shall not use any personal information provided by the Teacher Fellows for purposes other than those related to the Professional Development Training. The information gathered in the execution of this product will constitute an input in the design of product 2.

**2.3** Product 2 will consist of UPAL-developed and executed in-person study groups that will include visits to local schools, active learning workshops, and analysis and reflection laboratories on August 15, 16, 19, 20, and 21. As part of this product, participants will take part in five (5) days long in-person study groups, which will include observation visits to the preschools La Casa Amarilla and Red Transforma, as well as to the Aleph School. The observation visits will focus on experiencing first-hand the science research work carried out by various socio-constructivist schools, their teachers and students. These visits will be complemented with active learning workshops, and analysis and reflection laboratories designed to provide participants with a deeper dive on concepts related to science in the elementary school level, the participants' leadership roles in their schools and communities, and scientific research as a pedagogical tool for work in STEM. During the execution of product 2, participants will create, with the assistance of a mentor, action plans and commitments to implement their learning in their respective schools and communities. As part of the in-person professional development workshops to take place in the month of August 2019, U.S. based education expert, Dr. Christine Chaille, shall co-lead Active Learning Workshops on August 15<sup>th</sup>, 2019.

**2.4** Product 3 will consist of virtual coaching in learning groups from October 2019 to March 2020, including one virtual meeting per semester. During the execution of this product, there will be a consistent follow up with the participants to monitor and assist with the implementation of their action plans inside the classroom. Through the learning groups, which will consist of three (3) participating ITEN Teacher Fellows per group, selected based on languages spoken and teaching context, the participants will meet virtually with a mentor in order to share their accomplishments and brainstorm

their next steps. These sessions will also serve to share relevant information, such as student projects, reflection diaries, videos, etc., and to participate in group feedback sessions. Learning groups will meet independently twice a year.

### **ARTICLE III OBLIGATIONS OF UPAL**

**3.1** UPAL will develop and administer the three-phase Professional Development Training composed of one product each, as described under Article II of this Agreement, and will work collaboratively with ITEN, following ITEN's guidance for how to develop and execute the Professional Development Training. UPAL shall consult ITEN at least once before the start of each product's development (as described in items 2.2, 2.3, and 2.4).

**3.2** UPAL shall directly hire and pay the mentors who will assist in the development of product 2 and product 3, as well as all other human resources necessary to develop and implement the Professional Development Training.

**3.3** UPAL will pay Dr. Chaille's professional fees associated with her workshop delivery as agreed between Dr. Chaille and UPAL.

**3.4** UPAL shall pay all costs associated with the facilities for product 2's workshops, local transportation to and from the hotel and the workshop sites, as well as lunches for the fifteen (15) ITEN Teacher Fellows. UPAL shall also acquire all necessary authorization from schools to allow for the visits during the execution of product 2.

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

**4.1** The GS/OAS will provide UPAL with the listing of selected ITEN Teacher Fellows, assign "Teacher" access to create the online course through Canvas, and support teachers' overall logistical engagement with virtual and face-to-face activities according to the timeline in Annex 1.

**4.2** GS/OAS agrees to pay for Dr. Chaille's air travel and accommodations, and directly provide meals on-site in Lima, for the appropriate length of time required for her to carry out the one-day workshop. Dr. Chaille will be given permission to remain in Lima and participate in UPAL activities beyond the day of her workshop, but any additional costs incurred will be at her own expense and not covered by the GS/OAS. No reimbursements will be issued to Dr. Chaille.

**4.3** The GS/OAS shall arrange and directly pay for the hotel accommodations, the remaining meals, and transportation to and from the airport and hotel for ITEN Teacher Fellows participating in the activities in product 2. No reimbursements will be issued to the ITEN Teacher Fellows.

### **ARTICLE V FINANCIAL PROVISIONS**

**5.1** The GS/OAS shall pay UPAL for the costs associated with the development and execution of the Professional Development Training that UPAL is not covering, per the table in Annex 2. Payments will be made by bank transfer, using the information under Article 5.3 below.

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

5.3 All payments, per the table in Annex 2, shall be remitted to the following bank account:

Bank: BANCO DE CREDITO DEL PERU, Av. Centenario No. 125 Lima 12 Peru  
Account Name: Universidad Privada Peruano Alemana S.A.C.  
Account No.: BCP D'olares: 193-2165058-1-81  
Swift: BCPLPEPL

#### **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 UPAL will assign a coordinator for the purposes of this Agreement and shall inform GS/OAS of his/her name, address, and e-mail no later than the date of signature of this Agreement.

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.

**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 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, USA.

**ARTICLE IX  
GENERAL PROVISIONS**

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

**9.2** Neither Party shall take pictures of the children present at the Professional Development Training activities or of the images of children in presentations conducted within the same context. The GS/OAS will inform the ITEN Teacher Fellows of this prohibition.

**9.3** 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.

**9.4** UPAL 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 UPAL a revocable, non-exclusive, non-assignable, limited license to reproduce the OAS logo as an institutional partner in the UPAL 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. UPAL must comply with the GS/OAS requirements for logo reproduction in the image manual, which will be provided to UPAL by GS/OAS and shall send the GS/OAS a copy of the material in which the OAS logo will appear before its publication for GS/OAS final approval.

**9.5** In the course of performing the agreed-upon activities, GS/OAS recognizes that it will have access to, and become familiar with, information which UPAL or its affiliates may consider confidential and which are not available in the public domain. This information may include, but is not limited to, proprietary content present in UPAL's web platform and essential workshop components such as syllabus, presentations, etc. GS/OAS agrees to keep all such information confidential and to not distribute it to anyone other than appropriate GS/OAS personnel or their designees.

**9.6** GS/OAS acknowledges and agrees that all products (and all rights therein, including, without limitation, copyrights) provided by UPAL, and not readily available in the public domain, belongs to and

shall be the sole and exclusive property of UPAL. Any new products that result from this collaboration shall be shared between GS/OAS and UPAL.

**9.7** The Parties agree to observe the highest ethical standard 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 UPAL 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.

**9.8** 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.

**9.9** This Agreement shall enter into force upon signature by the duly authorized representatives of the Parties and shall remain in force until March 31, 2020. Nonetheless, the Parties may extend the period of this Agreement by mutual consent in writing by their duly authorized representatives.

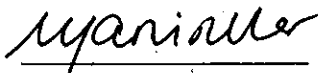
**9.10** This Agreement may be terminated by mutual consent or by either of the Parties by written notice from one to the other with not less than thirty days' notice. Notwithstanding the termination of this Agreement, activities that have been duly financed shall be continued to completion unless the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

**9.11** 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. 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, including court costs and attorney's fees.

**9.12** 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:

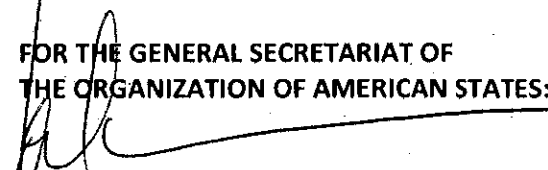
FOR UPAL



**Marisol Bellatin Vingerhoets**  
Directora General  
Universidad Privada Peruano Alemana SAC

Place: *Lima- Perú*  
Date: *8-20-19*

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: *2019-08-07*



## ANNEX 1: Project Timeline

2019		
	May	Presentation of a detailed plan for Product 1
1	June	Webinar - Activity 1: Introductions & Setting Expectations (tentative)
10	June	Webinar –Activity 2: Sharing my experience in STEM
17	June	Webinar –Activity 3: Video analysis, answer reflection survey
15	July	Webinar –Activity 4: Preparing for In-Person Sessions: “What do I want to share with the other participants?”
15	August	Welcome and Active Learning Workshops with Dr. Christine Chaille
16	August	School Visit to La Casa Amarilla
16	August	Analysis and Reflection Laboratory 1: Leadership & Driving Change
19	August	Analysis and Reflection Laboratory 2: Building our collective purpose
19	August	School Visit to Escuela Transforma
20	August	School Visit to Red Transforma
20	August	Analysis and Reflection Laboratory 3: Design Action Plans I
21	August	Analysis and Reflection Laboratory 4: Design Action Plans II
21	August	Analysis and Reflection Laboratory 4: Commitment and Next Steps. Strengthening the Community
14	October	Follow up Advisory Session 1
16	December	Follow up Advisory Session 2
2020		
17	February	Follow up Advisory Session 3
31	March	Final Evaluation Meeting

## ANNEX 2: Table of Payments

Product	Task	Date Due	Amount
	Upon Signing	Upon Signing	\$7,467
Product 1	Task 2.2 Professional Development	15 July 2019	\$5,000
Product 2	Task 2.2 Professional Development	21 August 2019	\$11,429
Product 3	Task 2.2 Professional Development	31 March 2020	\$1,000