

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

Clasificación:  
Classification: 75-2019  
Classifacation:  
Classificação:

Fecha de Ingreso:  
Entry Date: October 10, 2019  
Date D'entrée:  
Data de Admissão:

Nombre del Acuerdo:  
Name of the Agreement: Memorandum of Understanding to stablish a  
program of exchange and collaboration.  
Nom de L'accord:  
Nome do Acordo:

Materia:  
Subject: Promote cooperative research and to facilitate the  
international exchange of ideas. The major thrust of  
the cooperation relates to Western Hemispheric  
Affairs, such as issues related to democracy,  
development, security, and human rights in the  
member states of the OAS.

Sujet:  
Materia:

Partes:  
Parties Involved: GS/The Trustees of the University of Pennsylvania  
Parties:  
Partes:

Referencia:  
Reference: The Trustees of the University of Pennsylvania  
Référéncie:  
Referência:

Fecha de Firma:  
Signature Date: March 23, 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:  
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 Trustees of the University of Pennsylvania  
School of Arts and Sciences  
And the  
General Secretariat of the Organization of American States**

In the spirit of intellectual cooperation and international understanding, the Trustees of the University of Pennsylvania, owner and operator of the School of Arts and Sciences, University of Pennsylvania, Philadelphia, PA (USA) (hereafter "PENN") and the General Secretariat of the Organization of American States (hereafter "GS/OAS"), a public international organization with headquarters in Washington DC, agree to establish a program of exchange and collaboration on March 23, 2018.

1. The purposes of the cooperation are to promote cooperative research and to facilitate the international exchange of ideas. The major thrust of the cooperation relates to Western Hemispheric Affairs, such as issues related to democracy, development, security, and human rights in the member states of the OAS. The modes of cooperation will include:
    - a. Penn's participation in the Universities' Model OAS General Assembly (MOAS) program;
    - b. Penn's participation, with community and high school partners from the Philadelphia greater area, in Model OAS (MOAS) for High Schools;
    - c. visitor's program bringing current and former senior staff members of the OAS to the Penn campus and the Perry World House for research, teaching, lectures, and/or special events;
    - d. visitor's program bringing current Penn faculty, staff, and graduate students, to the GS/OAS offices and program in Washington DC or to its National Offices throughout its member states, as opportunities for policy advice, collaboration, or research may call for it;
    - e. exchange of information and scholarly publication on the research generated by the MOAS programs;
    - f. exchange of information and collaboration for the placement of Penn undergraduates in the OAS internship program, preferably in the GS/OAS
-

National Offices in its member states within Latin America and the Caribbean, or, alternatively the GS/OAS headquarters in Washington DC;

g. development and implementation of cooperative research and applied policy programs.

2. To achieve the goals of this cooperation, both parties will, insofar as the means of each allow: a) promote institutional exchange by inviting faculty and researchers of the partner institution to participate in appropriate activities; b) receive graduate students of the partner institution for period of study and/or research; c) organize symposia, conferences and meetings on relevant issues; d) carry out joint research programs; and e) exchange information pertaining to the agreed-upon research and policy areas.
  3. Prior to the initiation of any particular project or activity, the specific terms of cooperation and exchange for that project must be discussed and agreed upon in writing by the appropriate responsible representatives of both institutions.
  4. Without prejudice to what the parties may provide in any supplementary agreement entered into pursuant to this MOU for the initiation of a particular project or activity, this MOU in and of itself does not create obligations of a financial nature for either party.
  5. To the extent applicable and without prejudice to the privileges and immunities referenced in Article 13 below, the parties shall comply with international and local country anti-bribery and anti-corruption laws, decrees, and regulations.
  6. The parties agree not to use or otherwise disclose the other's Confidential Information, except (1) As necessary to carry out the responsibilities described in this MOU; or (2) As expressly permitted by the Disclosing Party in a separate writing.
  7. The protection and exploitation of any intellectual property arising out of a research project will be addressed in each individual project agreement.
  8. Implementation of this MOU will be coordinated by the Latin American and Latino Studies Program of the University of Pennsylvania and the Secretariat for Strengthening Democracy (SSD) of the GS/OAS.
-

9. The parties agree that in the course of implementing this MOU, they will not engage in unlawful discrimination on the grounds of race, color, sex, sexual orientation, age, religion, national or ethnic origin or disability.
10. Amendments to this MOU may be made at any time after consultation and agreement between the two parties. Any such amendment must be in writing and signed by both parties.
11. This MOU will remain in force for a period of three years from the date it is fully executed. Prior to the expiration date, the MOU may be reviewed for possible renewal for a further five-per period. In addition, either party may terminate the MOU in advance of its normal expiration by providing the other with six months' prior written notice. In this case, persons already approved as exchange participants will be allowed to complete their exchange visits under the conditions specified at the time of their invitation to the host institution.
12. Neither party shall, without first obtaining the written consent of the other, advertise or otherwise use the other party's name or any of its logos, trademarks, or service marks in any publication, public relations communications, or other public communications.
13. Nothing in this MOU constitutes an express or implied waiver of the privileges and immunities of the OAS, or of the GS/OAS, in accordance with the OAS Charter, relevant agreements, applicable national law, and the general principles and practices of international law. This MOU shall not be construed as creating any legally binding rights or obligation on the part of either party and shall not be enforceable in law or equity in any court or tribunal for any purpose.

Duly authorized representatives of University of Pennsylvania and the General Secretariat of the Organization of American States have executed this MOU as of the date written.

---

THE TRUSTEES OF THE  
UNIVERSITY OF PENNSYLVANIA

By:   
Dr. Steven Fluharty,  
Dean School of Arts and Sciences  
University of Pennsylvania

Date: 3/23/2018

THE GENERAL SECRETARIAT OF THE  
ORGANIZATION OF AMERICAN STATES

By:   
Luis Almagro  
Secretary General  
Organization of American States

Date: 3/23/2018