

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

Clasificación:  
Classification: 83-2019  
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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 promote  
innovation and entrepreneurship in the Member  
States of the OAS.

Nom de L'accord:  
Nome do Acordo:

Materia:  
Subject: To set forth the Parties current understanding about  
the potential to collaborate in the growth of the  
innovation and entrepreneurship ecosystem in Latin  
America and the Caribbean and assist with bringing  
technologies out of the lab at universities and  
research institutions into the marketplace through  
capacity building, mentoring, technology assistance  
and training programs.

Sujet:  
Materia:

Partes:  
Parties Involved: GS/The Regents of the University of California  
Parties:  
Partes:

Referencia:  
Reference: The Regents of the University of California  
Référence:  
Referência:

Fecha de Firma:  
Signature Date: Septiembre 12, 2019  
Date de la Signature:  
Data de Assinatura:

Fecha de Inicio:

Start Date:  
Date du Cómancement:  
Data de Início:

Fecha de Terminación:  
End Date:  
Date de Résiliation :  
Data de Rescisão:

Lugar de Firma:  
Place of Signature: Riverside, California, USA  
Lieu de la Signature:  
Lugar de Assinatura:

Unidad Encargada:  
Unit in Charge: Executive Secretariat for Integral Development  
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**  
**UC RIVERSIDE OFFICE OF TECHNOLOGY PARTNERSHIPS**

The Parties to this Memorandum of Understanding (This "Memorandum" or "MOU"), 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, through the Executive Secretariat for Integral Development ("SEDI"), represented by Kim Osborne, its Executive Secretary, and The Regents of the University of California, on behalf of its Riverside campus ("UCR"), a non-profit organization, with an office located at 245 University Office Building., Riverside, CA 92521-0217, represented by Dr. Rosibel Ochoa, Associate Vice Chancellor of Technology Partnerships, and Ursula N. Prins, PreAward Manager. GS/OAS and UCR may be referred to individually as a "Party" or collectively as the "Parties".

**CONSIDERING:**

That the Parties are interested in promoting innovation and entrepreneurship as a critical tool to advance sustainable and inclusive economic and social development in the Member States of the Organization of American States (OAS);

That the OAS, through SEDI, convenes high level dialogues, promotes the exchange of experiences and facilitates cooperation among high level authorities and key public-private stakeholders in the areas of competitiveness, innovation, entrepreneurship and Small and Medium-Sized Enterprises (SMEs) in the Americas;

That UCR is a premier research university with a uniquely diverse student population and a growing entrepreneurial culture with a mission to transform the lives of the diverse people of California, the nation, and the world through the discovery, communication, translation, application, and preservation of knowledge.

That the Office of Technology Partnerships (OTP) at the Office of Research and Economic Development at UCR has a mission of facilitating the development and commercialization of ideas emanating from UCR and its academic community for the benefit of society. The OTP has experienced technology and business advisors dedicated to mentoring faculty and student inventors through the proof-of-concept and early stages of the commercialization processes bridging the gap between exciting laboratory discoveries and products that address market needs;

That the GS/OAS, through its Department of Economic Development (DED), and UCR have discussed collaborations to support specialized capacity building programs, networking and mentoring opportunities for professionals and entrepreneurs from innovation centers, incubators, accelerators and technology transfer offices from OAS Member States in Latin America and the Caribbean through various programs;

That the Parties are generally interested in striving to provide developing countries with support to benefit from innovation and entrepreneurship through international public-private partnerships and by expanding talent and networks available for institutions supporting innovative and high-impact SMEs in the Americas;

That the Parties generally wish to co-ordinate their efforts to support the design and implementation of public policies and programs to improve the use of research tools, intellectual property ("IP") management, technology transfer and commercialization, specialized services to innovation and entrepreneurship SME support centers by strengthening public/private partnerships, providing training and technical assistance in interested OAS Member States, within the framework of the missions assigned to them pursuant to their respective Charters; 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);

## **ARTICLE I PURPOSE**

1.1 The purpose of this MOU is to generally set forth the Parties current understandings about the potential to collaborate in the growth of the innovation and entrepreneurship ecosystem in Latin America and the Caribbean and assist with bringing technologies out of the lab at universities and research institutions into the marketplace through capacity building, mentoring, technology assistance and training programs.

## **ARTICLE II COOPERATION MECHANISMS AND AREAS**

2.1. 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. These shall be governed by the terms of this MOU, unless the Parties expressly provide otherwise in those instruments.

2.2. The projects conducted under the framework of this MOU may include the following activities:

a. Co-organizing seminars and other capacity building events for public officials, scientists, researchers, entrepreneurs, advisors to innovative SMEs and technology managers in areas identified as priorities for local development;

b. Offering joint training courses to research institutions, government officials, leaders from public and private innovation, competitiveness and entrepreneurship centers of OAS Member States. Training courses will focus on priority areas to both parties, such as IP policy development and implementation, IP management and commercialization, IP landscape analysis, proof of concept methodologies,

entrepreneurship, incubation-acceleration of technology-based business opportunities for SMEs;

c. Enhancing the Parties' programs for public research institutions and governments by increasing the dissemination of each other's services and activities among their respective networks of trainees, in particular in the areas of innovation, technology transfer and commercialization;

d. Supporting each other's training activities by participating in programs, providing technical advice, facilitating logistical resources or by providing content to those programs;

e. Strengthening local government institutions as well as enhancing through training the capacity of local government authorities, universities, research centers, incubators, accelerators, SME development centers, technology transfer offices of OAS Member States, and, where appropriate, to coordinate activities to this end.

2.3. The Parties shall consult periodically, as they deem necessary regarding the purpose of this MOU and shall keep written records of those consultations. They may form a Committee with representatives appointed by each for that purpose.

2.4. Once the Parties have decided on the programs, projects and/or activities to be implemented, and have obtained the authorization and the respective funds, the Parties shall draft a supplementary agreement, memorandum of understanding or exchange letters with the terms and conditions applicable to the program, project and/or activity. Each supplementary agreement, memorandum of understanding or exchange of letters must be signed by the duly authorized representatives of the Parties and specify, among others, the following aspects:

- a. Name of the program, project and/or activity agreed upon;
- b. Definition of the objectives that are pursued;
- c. Dependencies of each of the Parties that will execute the program, project or activity;
- d. Description of the work plan: phases, planning and development calendar;
- e. The budget; and 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 amount thereof), the schedule of contributions and, where appropriate, the ownership of the material resources that are acquired;
- f. A provision related to the coordination, notification and monitoring of the program, project and/or activity; and
- g. A provision that recognizes this MOU as the programmatic and legal framework of the program, project or activity.

### **ARTICLE III FINANCIAL PROVISIONS**

3.1. 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 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 upon the Parties.

**ARTICLE IV  
COORDINATION AND NOTIFICATIONS**

4.1. The responsible unit within the GS/OAS to coordinate the activities of the GS/OAS is the Department of Economic Development (DED), according to this MOU and its Coordinator is Mr. Cesar Parga, Chief of the Section of Competitiveness, Innovation and Technology of the DED. Notifications and communications should be addressed to the Coordinator to the following street address, telephone number and electronic email:

Cesar Parga  
Chief, Competitiveness, Innovation and Technology Section  
Department of Economic Development (DED)  
1889 F. St. N.W.  
Washington, D.C. 20006  
Tel: (202) 3705421  
Email: cparga@oas.org

4.2. The responsible unit within UCR to coordinate the activities of the GS/OAS is the Research and Economic Development Department, according to this MOU and its Coordinator is Dr. Rosibel Ochoa, Associate Vice Chancellor of Technology Partnerships. Notifications and communications should be addressed to the Coordinator to the following street address, telephone number and electronic email:

Dr. Rosibel Ochoa  
Associate Vice Chancellor Technology Partnerships  
Research and Economic Development  
University of California Riverside  
200 University Office Building  
Riverside CA 92521  
Tel: (951) 827-5565  
Email: Rosibel.Ochoa@ucr.edu

With a copy to:

Ursula N. Prins, PreAward Manager  
Research & Economic Development  
245 University Office Building, Riverside, CA 92521-0217  
951-827-4968, [ursulap@ucr.edu](mailto:ursulap@ucr.edu)

4.3. All communications and notifications under this MOU will be validly made only when they are sent by post or electronic mail addressed to the Coordinators designated to receive communications related to this MOU in Articles 4.1 and 4.2. 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.

4.4. Either Party may change the responsible dependency, the designated Coordinator, address, telephone number, or electronic mail indicated by notifying the other Party in writing.

## **ARTICLE V INTELLECTUAL PROPERTY**

5.1. Nothing in this MOU or any supplementary agreement, memorandum of understanding or exchange of letters by virtue of Article 2.1 shall affect the ownership of the intellectual and industrial property rights of the Parties, nor does it assign any property rights or grant licenses or any other right to use any intellectual property.

5.2. In the event the Parties decide to jointly create or commission any work from which intellectual property rights are derived, the Parties shall discuss and agree on how to proceed, taking into account their respective main areas of interest and the contributions made by each. The Parties shall commit to formalizing these terms in a specific written agreement that is signed by both Parties.

## **ARTICLE VI PRIVILEGES AND IMMUNITIES**

6.1. Nothing in this MOU or any supplementary agreement, memorandum of understanding or exchange of letters by virtue of Article 2.1 constitutes an express or implied waiver of the privileges and immunities of the OAS, the GS/OAS, its organs, 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. Nothing in this MOU or any supplementary agreement, memorandum of understanding or exchange of letters by virtue of Article 2.1 constitutes an express or implied waiver of the privileges and immunities of UCR afforded to it by its applicable state law or Regental Standing Orders.

## **ARTICLE VII DISPUTE RESOLUTION**

7.1. Any dispute that arises in connection with the application or interpretation of this MOU or any supplementary agreement, memorandum of understanding or exchange of letters by virtue of Article 2.1, shall be resolved by direct negotiation between the Parties. If the Parties are unable to reach a mutually satisfactory solution, they shall submit the matter to a mutually agreed upon procedure of arbitration. The decision shall be final and binding and not subject to appeal.

## **ARTICLE VIII GENERAL TERMS AND CONDITIONS**

8.1. The Parties agree to observe the highest ethical standard and administrative transparency in all actions and activities relate to this MOU. In addition, the GS/OAS and UCR, to the extent applicable and without prejudice to their privileges and immunities referred to in Article VI, 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 MOU, pursuant to Article 8.5.



8.2. This MOU in no way restricts either of the Parties from participating in similar arrangements or agreements, including the pursuit of project funding, with other entities, public agencies, non-profit organizations or individuals.

8.3. The Parties may amend or otherwise modify this MOU by mutual agreement in a document of amendment signed by the duly authorized representatives of both of them, dated, and attached hereto.

8.4. This MOU shall enter into force upon signature by the duly authorized representatives of the Parties and shall remain in force in accordance with article 8.5.

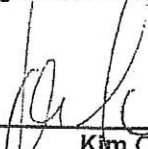
8.5. This MOU shall be terminated by mutual consent or by either of the Parties by written notice from one to the other with no less than thirty (30) days notice. The termination of this MOU shall not automatically terminate or require the termination of any specific project agreements that are separately entered into pursuant to Article 2.1.

8.6. Articles V, VI and VII shall survive the expiry of the termination of this MOU.

IN WITNESS WHEREOF, the undersigned, being duly authorized, have SIGNED this MOU in duplicate originals on the date and at the place indicated below.

Agreed to by:

For the  
General Secretariat of the  
Organization of American States



Kim Osborne  
Executive Secretary for Integral  
Development

Washington, D.C.

Place

2019-09-11

Date

Agreed to by:

For the  
Regents of the University of California,  
On behalf of its Riverside campus



Ursula N. Prins  
PreAward Manager

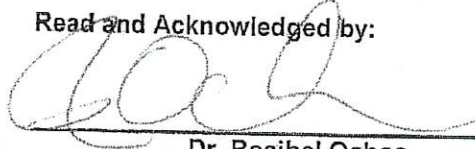
Riverside, California, 2019

Place

2019-09-12

Date

Read and Acknowledged by:



Dr. Rosibel Ochoa  
Associate Vice Chancellor Technology  
Partnerships