

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

Clasificación:
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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 regarding the
Work Plan "Building a 2030 Vision for the
Development of Micro, Small and Medium-Size
Enterprises in the Americas"

Nom de L'accord:
Nome do Acordo:

Materia:
Subject: To establish a framework for cooperation
mechanisms between the Parties to combine their
efforts and work together in the overall
advancement of the 2019-2021 Work Plan "Building
a 2030 Vision for the Development of Micro, Small
and Medium-Size Enterprises in the Americas"

Sujet:
Materia:

Partes:
Parties Involved: GS/KOLAU
Parties:
Partes:

Referencia:
Reference: KOLAU
Référence:
Referência:

Fecha de Firma:
Signature Date: September 26, 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, USA
Lieu de la Signature:
Lugar de Assinatura:

Unidad Encargada:
Unit in Charge: Executive Secretary 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
KOLAU**

THE PARTIES IN THIS MEMORANDUM, 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, United States of America, represented by its Executive Secretary for Integral Development, Kim Osborne, and KOLAU, a limited liability company (LLC), with headquarters in 290 Division St, San Francisco, California, 94013, United States of America, represented by its CEO, Daniel Sánchez-Mola,

CONSIDERING:

That the Sixth Inter-American Dialogue of High-Level Authorities of Micro, Small, and Medium-sized Enterprises (MSMEs) held in San Salvador, El Salvador on April 24 and 25, 2019 resulted in the approval of the 2019-2021 Work Plan "Building a 2030 Vision for the Development of MSMEs in the Americas" and the request to the Executive Secretariat for Integral Development (SEDI) of OAS to support the collaborative actions outlined in such Work Plan; and

That KOLAU is a company that allows small businesses to create and be in control of their online presence, ranking higher in Web search results and thrive at no charge and that KOLAU wishes to work with SEDI to make this technology available to MSMEs in OAS Member States;

That both Parties recognize the importance of helping small businesses reach as many potential customers as possible and making online resources easier to access to improve the livelihood of economically vulnerable entrepreneurs in Member States of the Organization of American States (OAS); 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);

HAVE AGREED to enter into this Memorandum:

**ARTICLE I
PURPOSE**

1.1. The purpose of this Memorandum is to establish a framework for cooperation mechanisms between the Parties to combine their efforts and work together in the overall

advancement of the 2019-2021 Work Plan "Building a 2030 Vision for the Development of MSMEs in the Americas."

**ARTICLE II
AREAS OF COOPERATION**

2.1. GS/OAS and KOLAU will cooperate in the implementation of programs, projects and/or activities on areas within the framework of the 2019-2021 Work Plan "Building a 2030 Vision for the Development of MSMEs in the Americas," such as:

- a. Join efforts aimed at digitizing MSMEs in Latin America and the Caribbean.
- b. Promote cooperation among OAS Member States to enhance the exchange of good practices in the digitizing of MSMEs in Latin America and the Caribbean.
- c. Encourage innovation and digital transformation in the MSME sector of OAS Member States in order to boost MSME survival and profitability.
- d. Enhance mutual collaboration among countries in the exchange of statistical information on digitizing in OAS Member States.

2.2. In accordance with the norms of their respective organs and subject to the conditions as may be agreed upon, each Party will invite the other to participate in its public meetings when the other Party has expressed that matters of its interest will be discussed in such meetings, including those related to the areas of collaboration mentioned in Article 2.1. above.

**ARTICLE III
IMPLEMENTATION OF PROGRAMS, PROJECTS, AND/OR JOINT ACTIVITIES**

3.1. The Parties shall give consideration to carry on programs, projects and/or activities in any of areas of mutual interest mentioned in Article 2.1. In doing so, the Parties may work in conjunction with other partners as appropriate and with the previous written consent of the other Party.

3.2. In the implementation of programs, projects and/or activities under this Memorandum, the Parties shall act in accordance with their respective rules, regulations and policies. Consequently, 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.

3.3. 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 objectives sought; the work plan (stages, planning and chronology of development); and 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.

3.4. Any supplementary agreements, memoranda of understanding or letters of agreement entered into pursuant to Article 3.2 above, shall be governed by the terms of this Memorandum, unless the Parties expressly provide otherwise in those instruments.

3.5. The Parties will make every effort to inform each other of all issues that might affect the implementation of this Memorandum and/or the supplementary agreements, memoranda of understanding and letters entered into pursuant Article 3.2.

ARTICLE IV FINANCIAL PROVISION

4.1. Without prejudice to what the Parties may provide in the supplementary agreements, memoranda of understanding and/or letters entered into pursuant to this Memorandum for the joint implementation of programs, projects and/or activities, this Memorandum in and of itself does not create obligations of a financial nature for either of the Parties.

ARTICLE V COORDINATION AND NOTICE

5.1. Within the GS/OAS, the dependency responsible for coordinating GS/OAS activities under this Memorandum is SEDI and the Coordinator is Maryse Robert, Director of the Department of Economic Development. Notifications and communications should be directed to the Coordinator at the following street address and electronic mail:

General Secretariat of the OAS
Maryse Robert
Director
Department of Economic Development
Executive Secretariat for Integral Development
1889 F Street, N.W.
Washington, D.C. 20006
United States of America
Tel: (202) 370-9953
E-mail: mrobert@oas.org

5.2. The responsible within KOLAU for coordinating the activities of KOLAU under this Memorandum is Daniel Sánchez-Mola, CEO. Notifications and communications should be directed to the Coordinator at the following street address and electronic mail:

KOLAU
Daniel Sánchez-Mola
CEO
290 Division St.
San Francisco, CA 94103
Tel: (415) 602-0246
E-mail: Daniel@kolau.com

5.3. All communications and notifications under this Memorandum will be validly made only when they are sent by mail or electronic mail addressed to the Coordinators whose names are set out in Articles 5.1 and 5.2, above. 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.

5.4. Either Party may change the responsible dependency, the designated Coordinators, the address, telephone, fax or electronic mail indicated by notifying the other party in writing.

**ARTICLE VI
USE OF THE NAME, ACRONYM, TRADEMARK AND LOGO**

6.1. Each Party may use of the name, acronym, trademark and logo of the other Party only in connection with this Memorandum or any of the programs, projects and/or activities executed in accordance with Article 3.2, prior written authorization from the other Party, and subject to the terms and conditions established by such Party and to its applicable policies on institutional image.

**ARTICLE VII
ENTRY INTO FORCE, TERMINATION AND AMENDMENT**

7.1. This Memorandum will enter into force on the date of its signature by both Parties, and will remain in effect until terminated by mutual consent or by either Party 30 days prior written notice to the other Party.

7.2. Notwithstanding the termination of this Memorandum, the supplementary agreements, memoranda of understanding and letters referred to in Article 3.2. that the Parties have signed and that have been duly financed shall be continued to completion unless the Parties mutually decide otherwise.

7.3. Articles VI, VIII and IX shall survive the expiry or the termination of this Memorandum.

7.4. Any amendment to this Memorandum may only be made by mutual agreement in written by the duly authorized representatives of the Parties through an exchange of letters in which the modifications will be set out. Those exchange of letters shall be attached as annexes to this Memorandum and shall form part of it.

**ARTICLE VIII
PRIVILEGES AND IMMUNITIES AND DISPUTE RESOLUTION**

8.1. Nothing in this Memorandum constitutes an express or implied waiver of the privileges and immunities of the OAS or the GS/OAS, its personnel and its assets pursuant to the Charter of the OAS, the International Organizations Immunities Act

(22 U.S.C. §§ 288 *et seq.*), the Headquarters Agreement between the OAS and the Government of the United States of America dated May 14, 1992, any other applicable U.S. laws and general principles and practices of international law.

**ARTICLE IX
DISPUTE RESOLUTION**

9.1. Any dispute or complaint that may arise in conjunction with the application or interpretation of this Memorandum, or supplementary agreements, memoranda of understanding or exchange of letters pursuant to Article 3.2, 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.

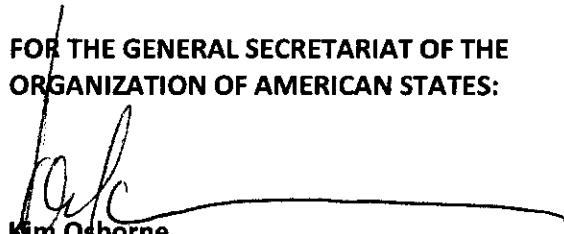
9.2. The law applicable to the arbitration proceedings and to this Memorandum shall be the law of the District of Columbia, U.S.A.

**ARTICLE X
GENERAL PROVISIONS**

10.1. The Parties agree to observe the highest ethical standards and administrative transparency in all actions and activities related to this Agreement. In addition, the GS/OAS, to the extent applicable and without prejudice to its privileges and immunities referred to in Article VIII, and KOLAU 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, projects and/or activities are executed in accordance with Article 3.2. Failure to comply with this provision shall constitute grounds for anticipatory termination of this Agreement, pursuant to Article 7.1.


IN WITNESS WHEREOF, the undersigned, being duly authorized, have signed this Memorandum of Understanding in duplicate on the date and at the place indicated below:

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


Kim Osborne
Executive Secretary for Integral Development

Date: September 26, 2019
Place: Washington DC

FOR KOLAU:


Daniel Sánchez-Mola
Chief Executive Officer

Date: September 26, 2019
Place: Washington, D.C.