

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

Clasificación:
Classification: 9-2020
Classifacation
Classificação:

Fecha de Ingreso:
Entry Date: December 18, 2020
Date d'entrée :
Data de Admissão:

Nombre del Acuerdo:

Name of the agreement Moody's Agreement

Nom de l'accord

Nome do Acordo

Materia:

Subject: Commercial Loans to Small Business seminar ("Seminar") to be held in Barbados and conducted by the Moody's Analytics entity identified on the signature page below ("Moody's"). The Seminar will involve a total of Three (3) days of instruction.

Sujet

Materia:

Partes:
Parties involved: GS/OAS / Moody's
Parties
Partes:

Referencia:
Reference: Moody's
Référence
Referência:

Fecha de Firma:
Signature Date: 5/26/2020
Date de la signature
Data de Assinatura:

Fecha de Inicio:
Start Date: 5/26/2020

Date du commencement
Data de Início:

Fecha de Terminación:
End Date: 5/25/2021
Date de résiliation
Data de Rescisão

Lugar de Firma:
Place of Signature: Washington DC
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

April 23, 2020

General Secretariat of the Organization of American States

1889 F Street Northwest
Washington DC 20006
United States

Dear Kim Osborne:

This letter will confirm our discussions regarding the arrangements for the Commercial Loans to Small Business seminar ("Seminar") to be held in Barbados and conducted for the undersigned customer ("Client") by the Moody's Analytics entity identified on the signature page below ("Moody's"). By signing below, You are bound to this letter agreement, which will act as the contract between Client and Moody's for the training services provided hereunder ("Agreement").

DATE(S) & CURRICULUM: The Seminar will involve a total of Three (3) days of instruction. The training dates shall be mutually agreed upon by both parties via email transmission, with all Seminars to be completed within 12 months of signature date.

LOCATION: Client will be responsible for arranging a suitable location either at Client's offices or locally in Barbados to handle up to a maximum of fifty (50) participants per Seminar.

COSTS & INSTRUCTOR: Moody's will invoice Client immediately following the delivery of the Seminar. Such invoice shall be in a form reasonably acceptable to the Client. Client agrees to pay to Moody's the following Instructor's Fees plus expenses within thirty (30) days of the invoice date:

- Instructor's Fees: **USD 25,000.00** for three days of instruction, commencing with the first day of the agreed upon instruction dates. Total instructor's fees payable: **USD 25,000.00.**
- Expenses are not included in the Instructor's Fees set forth above and shall be listed separately on the relevant invoice as additional charges. Instructor's Expenses include but are not limited to the following:
 - Transportation: round trip airfare from hometown of instructor, ground transportation, parking fees and personal auto mileage for the most direct route to and from the airport.
 - Hotel: reasonable lodging expenses, room cost and tax, commencing with the day prior to the first day of the agreed upon Seminar.
 - Laundry and dry cleaning services if the instructor is required to travel for five or more consecutive nights.
 - Meals: reasonable daily out-of-pocket expenses for meals and associated gratuities.
 - All fees and expenses are quoted exclusive of value added or similar sales taxes or local duties. . Client is a tax exempt entity and Moody's shall invoice Client on such basis upon presentation by Client of a valid tax exemption certificate.
 - Other expenses: visa application / foreign exchange commission / internet charges.

POSTPONEMENT/RESCHEDULING: In the event that the scheduled Seminar is postponed at Client's request, Client will be responsible for all associated non-refundable expenses incurred to the date of postponement, including without limitation, change fees for unrecoverable instructor's airline tickets and hotel reservations, plus Instructor's Fees according to the following schedule:

<u>Time of Notification</u>	<u>(% of Instructor's Fees)</u>
More than 30 days	0%
30 to 16 days	50%
15 to 1 days	100%

Client will have up to twelve months from the date of this Agreement ("Postponement Notification Date") to reschedule the course. In the event that Client does not reschedule the course by the Postponement Notification Date, Client will be responsible for all fees set forth on this Agreement.

MATERIALS: The following set out our agreement in relation to the preparation of, and intellectual property in, the Seminar materials. Client will provide a data projector, large screen, one flip chart with pens for the instructor, plus name "tents" for participants, and any other equipment or supplies requested in advance that Moody's reasonably requires to conduct the Seminars.

A) Intellectual Property

Moody's will use Moody's materials (whether unaltered or customized) for the Seminar, and Moody's may incorporate materials Client provides into the final Seminar materials should Client choose to provide any such materials to Moody's. In such event, Client owns any and all intellectual property in Client's materials but license these to Moody's to use in the Seminar materials. Any and all intellectual property in Moody's underlying materials and in the final Seminar materials is owned by Moody's and is licensed to the Client for the use of the participants for the purposes of the Seminar only (which, for the avoidance of doubt does not include use by the Client for any other internal training). Save as expressly set out in this Agreement, Client will not distribute or make any copies of any Seminar materials, except that Client may keep one copy of the Seminar materials in Client's training department for record purposes only.

B) Production of Materials

Moody's will provide electronic PDF files of all Seminar materials via email or via our website. Client will print the Seminar materials for all participants. Client will only print sufficient copies of the Seminar materials for the relevant number of participants. Client can keep one hard and/or electronic copy of the Seminar materials for record purposes only.

DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY: MOODY'S EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE TRAINING SERVICES PROVIDED BY MOODY'S HEREUNDER. THE TRAINING PROVIDED BY MOODY'S HEREUNDER WILL BE CONSTRUED SOLELY AS STATEMENTS OF OPINION AND NOT STATEMENTS OF FACT. CLIENT ACKNOWLEDGES THAT ANY ACTUAL EVALUATIONS CLIENT PERFORM BASED ON THE TRAINING PROVIDED UNDER THIS AGREEMENT ARE DEPENDENT ON A VARIETY OF FACTORS AND FUTURE MARKET CONDITIONS, AND CLIENT'S RESULTS MAY VARY. TO THE EXTENT PERMITTED BY LAW, CLIENT'S SOLE REMEDY FOR A BREACH OF THIS AGREEMENT BY MOODY'S, OR ANY OTHER CLAIM FOR DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT, REGARDLESS OF THE LEGAL THEORY, SHALL BE EITHER A RE-PERFORMANCE OF THE TRAINING OR A REFUND OF THE INSTRUCTOR'S FEES. UNDER NO CIRCUMSTANCES WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND FOR ANY REASON WHATSOEVER; PROVIDED HOWEVER NOTHING IN THIS AGREEMENT SHALL APPLY TO EXCLUDE OR LIMIT (I) CLIENT'S OBLIGATIONS TO PAY ANY FEES DUE TO MOODY'S HEREUNDER; (II) CLIENT'S LIABILITY FOR DAMAGES RESULTING FROM THE BREACH OF ANY LICENSE GRANT IN THIS AGREEMENT OR FOR ANY OTHER VIOLATION OF MOODY'S INTELLECTUAL PROPERTY RIGHTS; OR (III) EITHER PARTY'S LIABILITY FOR DEATH OR PERSONAL INJURY IF CAUSED BY NEGLIGENCE OR ANY OTHER LIABILITY THAT CANNOT BY APPLICABLE LAW BE EXCLUDED.

CONFIDENTIALITY: Under this Agreement each party may receive confidential information of the other party, including without limitation, the Seminar materials. Each party agrees not to use or disclose to any third party the confidential information disclosed by the other party for any purpose other than as contemplated by this Agreement, and to protect such confidential information using commercially reasonable efforts. The confidentiality obligations of this Agreement shall not apply to confidential information to the extent that any such information (a) was lawfully received from a third party free of any obligation to keep it confidential; (b) is or becomes publicly available, other than through unauthorized disclosure by Moody's or Client; (c) is independently developed without any reference to the confidential information; or (d) is required to be disclosed by law, regulation or court order. Notwithstanding the foregoing, however, this Agreement shall not prevent Moody's from commercializing and distributing Moody's own confidential information to a third party. Upon termination or expiration of this Agreement for any reason, each party shall promptly return to the other, or certify it has destroyed, any confidential information (including but not limited to, in the case of the Client only, electronic copies of the Course Material in Client's possession), other than portions of confidential information that constitute electronic data that is generally inaccessible or that has been stored on such party's backup systems in the ordinary course of business as part of standard backup procedures, but only to the extent that such confidential information is only accessible by person(s) whose function is primarily information technology, and provided that such person(s) only have limited access to such information to enable the performance of such information technology duties. In addition, each party may retain one copy of any such confidential information as is necessary to comply with applicable audit, legal or regulatory requirements, professional obligations and standards and internal document retention policies, provided any such data may only be

accessed for such purposes and may not be used for any other purpose whatsoever (including, but not limited to, any commercial, training or educational purpose whatsoever).

NON-SOLICIT: Client agrees that for the period of 12 months following the date of the Seminar, Client will not solicit, entice away, induce or encourage any person who is or shall have been an employee of or consultant to Moody's involved in the implementation, performance or monitoring of the Seminar provided to Client by Moody's to leave or seek to leave his or her position with Moody's in order to provide training services directly to Client, regardless of whether or not that employee or consultant acts in breach of his or her contract of employment or consultancy agreement with Moody's (or any associated company) by doing so. This is considered reasonable by Moody's and Client, and Client acknowledges that this is reasonably necessary for the protection of the commercial interests of Moody's. Hiring of personnel who respond to general solicitations, such as a newspaper ad, or public website, are excepted from this prohibition.

GOVERNING LAW: This Agreement shall be governed by the laws of the State of New York, without reference to its conflict of law principles and without regard to the U.N. Convention on Contracts for the International Sale of Goods. Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association as at present in force and as may be amended by the rest of this clause. There shall be one (1) arbitrator, jointly chosen by the parties or if the arbitrator cannot be agreed within thirty (30) days after a notice invoking this clause has been given, then the arbitrator shall be chosen by the American Arbitration Association. The place of arbitration shall be in New York. The language to be used in the arbitral proceedings shall be English. .

SANCTIONS COMPLIANCE: Each of Moody's and Client represents and warrants to the other party that it is not: (i) on the list of Specially Designated Nationals and Blocked Persons ("SDN List") maintained by the U.S. Office of Foreign Assets Control or the consolidated lists of asset freeze targets published by the UN, EU, or UK, nor is it owned or controlled by any such person(s) whether individually or collectively; (ii) organized, headquartered or, if a natural person, ordinarily resident, in a country or territory subject to comprehensive geographic sanctions imposed by the U.S. Government (currently Crimea, Cuba, North Korea, Iran, and Syria) or owned or controlled by any such person; or (iii) subject to restrictions regarding the receipt of U.S.-origin items by virtue of being the Denied Parties List or the Entity List maintained by the U.S. Commerce Department. Additionally, Client warrants that it will not supply Moody's products or services to any of the foregoing (hereinafter "Prohibited Entities") or use them for the benefit of, or for any transaction involving any person described in (i) or (ii). For the avoidance of doubt, the foregoing prohibitions apply notwithstanding any terms in this Agreement, or other writing, whether express or implied. Accordingly, even if the scope of a license granted in this Agreement, or any other writing would otherwise include Prohibited Entities, the prohibitions herein shall prevail. For purposes of this provision, "owned" means an equity interest of fifty (50) percent or greater, whether held directly or indirectly; and "controlled" means the right or ability to dictate the decisions, actions, and/or policies of an entity or its management. Each party agrees that it will notify the other party if it learns that any representation made herein is no longer accurate. If Client is in breach of this provision, or if Moody's determines that it is prohibited under any applicable law or regulation from providing products or services under this Agreement, in addition to any other rights or remedies it may have, Moody's may immediately terminate or suspend performance under this Agreement, and related documentation.

MISCELLANEOUS: This Agreement, including Annex I attached hereto, constitutes the complete and exclusive understanding and agreement between us relating to the subject matter hereof and supersedes all prior or contemporaneous understandings, agreements and communications with respect to the subject matter hereof. This Agreement may be executed in counterparts, which together shall constitute a single instrument, and may also be executed by electronic signature, and the parties agree that facsimile, digitally scanned or other electronic copies of signatures shall be valid and binding as originals.

COMPLIANCE OF APPLICABLE LAWS: Each of Moody's and Client shall comply with all applicable laws and regulations in connection with the performance of its obligations under this Agreement including laws prohibiting workplace or sexual harassment. Moody's will not violate applicable immigration laws, and Moody's shall not employ any person for the performance of this Agreement where such employment would violate those laws. Visa, or customs arrangements, related to or required for the performance of this Agreement shall be the sole responsibility of Moody's.

If the above is acceptable to Client, please sign this Agreement where indicated below and return a copy to:

Jennifer Reichert
Operations Analyst
Tel: +1 (646) 947-8016
jennifer.reichert@moodys.com

Thank you.

SIGNED BY:
General Secretariat of the Organization of American States
 1889 F Street Northwest
 Washington DC 20006
 United States

ACCEPTED BY:
Moody's Analytics, Inc.

Signature: *Kim Osborne*
Kim Osborne (May 26, 2020 15:26 EDT)

Signature: *Colin Whitehouse*
Colin Whitehouse (May 26, 2020 15:43 EDT)

Print Name: Kim Osborne

Print Name: Colin Whitehouse

Title: Executive Secretary for Integral Develo

Title: Director - Sales Manager

Date: May 26, 2020

Date: May 26, 2020

Please review the billing information below and update or correct if necessary.
By initialing here, you confirm the billing details below are complete and accurate.

KO

Purchase Order Required? YES NO
 Payment Terms: Net 30

Purchase Order Number

Current Billing Information	Update Billing Information (if needed)
Organization of American States 1889 F Street Northwest Washington DC 20006 United States ATTN: Maryse Robert	Company Billing Address: ATTN: VAT ID: (If Applicable)

Attachments:
Annex I General Terms and Conditions

Annex I GENERAL TERMS AND CONDITIONS

1. Moody's employees who participate in the Seminar are neither an employee nor a staff member of Client and are not entitled to any of the rights, benefits, and emoluments of Client's staff members.
2. Moody's undertakes to perform Moody's functions under this Agreement and to regulate Moody's conduct in conformity with the nature, purposes, and interests of the Client as set forth in this Agreement. Moody's shall complete the Seminar in accordance with the professional standards applicable to its profession.
3. Moody's has provided Client with an ACORD certificate of insurance coverage and Client has accepted it as proof of ability to cover any such liability.
4. Moody's does not legally represent Client, shall not hold itself out as having such powers of representation, and shall not sign commitments binding Client other than this Agreement.
5. All information (including files, documents, and electronic data, regardless of the media it is in) belonging to Client and used by Moody's in the performance of this Agreement shall remain the property of Client in accordance with the terms of this Agreement as set forth under the heading Materials.
6. Because Moody's is an independent contractor, Client is not responsible for providing social security, workmen's compensation, health, accident and life insurance, vacation leave, sick leave, or any other such emoluments for Moody's and its employees under this Agreement.
7. This Agreement shall be null and void in the event Moody's is unable to obtain a valid visa and other permits or licenses necessary to complete the Seminar in the country where the Agreement is to be performed.
8. Unless otherwise specified in this Agreement, Moody's shall neither seek nor accept instructions regarding the Seminar from any government or from any authority external to the Organization of American States ("OAS").
9. Client may terminate this Agreement for cause with five days' notice in writing to Moody's. Cause includes, but is not limited to: failure to complete the Seminar in accordance with professional standards or to otherwise deliver conforming goods and services; failure to meet deadlines; conduct which damages or could damage relations between the OAS and a member state; fraudulent misrepresentation; criminal indictment; sexual harassment; workplace harassment; bankruptcy; and breach of any of the provisions of this Agreement.
10. Moody's shall not employ a staff member of Client or a relative of a staff member to perform the Seminar, nor shall Moody's permit any staff member of Client or any relative of the staff member, as defined, to receive any personal financial benefit deriving from this Agreement or Moody's contractual relationship with Client. For purposes of this section, staff member means Client's staff members above the P-3 level or of a representative or delegate to the OAS from a OAS Member State. The term "relative" includes spouse, son or daughter, stepson or stepdaughter, father or mother, stepfather or stepmother, brother or sister, half brother or half sister, stepbrother or stepsister, father or mother-in-law, son or daughter-in-law, brother or sister-in-law.
11. Moody's shall not assign this Agreement or any element thereof, without the prior written consent of Client.
12. Nothing in this Agreement constitutes an express or implied waiver by Client of its privileges and immunities under applicable United States federal laws, and therefore Client has agreed to binding arbitration pursuant to the terms of this Agreement.











Organization of American States- Moody's Updated Training Dates


Final Audit Report

2020-05-26


Created:	2020-04-23
By:	Jennifer Reichert (jennifer.reichert@moodys.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAmysxk9wmZeWvavsyUA4Fz110GxQ962ie

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-  Document created by Jennifer Reichert (jennifer.reichert@moodys.com)
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-  Document emailed to mrobert@oas.com for signature
2020-04-23 - 8:58:59 PM GMT
-  Jennifer Reichert (jennifer.reichert@moodys.com) replaced signer mrobert@oas.com with RPenco@oas.org
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