



17th St. & Constitution Avenue N.W.
Washington, D.C. 20006
United States of America

Organization of American States

P. 202.458.3000
www.oas.org

General Agreement

between

The General Secretariat of the Organization of American States (GS/OAS)
Through its Department of Human Development, Education and Employment
of
The Executive Secretariat for Integral Development

And

Associação Brasileira de Educação a Distância

to support:

The OAS Human Development Programs

DELEGATION OF AUTHORITY

I, Mrs Maria Levens, Director of the Department of Human Development, Education and Employment from the Executive Secretary for Integral Development of the Organization of American States (OAS), hereby authorize Lesley Zark, consultant of the Department of Human Development, Education and Employment to sign the above-mentioned General Agreement on behalf of the General Secretariat of the OAS.

This delegation of authority expires on the 30th day of September, 2013.

A handwritten signature in dark ink, appearing to read "M. Levens", written over a horizontal line.

Maria Levens

Director of the Department of Human Development, Education and Employment
of the Executive Secretariat for Integral Development
of the Organization of American States (OAS)

**COOPERATION AGREEMENT
BETWEEN
THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES
AND
ASSOCIAÇÃO BRASILEIRA DE EDUCAÇÃO A DISTÂNCIA**

THE PARTIES TO THIS AGREEMENT, the General Secretariat of the Organization of American States (hereinafter "GS/OAS") a public international organization, with headquarters at 1889 F. St. N.W., Washington, D.C., 20006, represented by its Secretary General, Mr. José Miguel Insulza, and the Associação Brasileira de Educação a Distância (hereinafter "ABED"), a nonprofit learned society with headquarters at Rua Vergueiro 875, 12th Floor, Liberdade, São Paulo, Brazil represented by its chairman, Prof. Dr. Fredric Litto.

CONSIDERING:

That the Charter of the Organization of American States extols members to cooperate with one another to meet their educational needs, to promote scientific research, and to encourage technological progress to strengthen regional integration and development;

That an essential purpose of the Organization of American States (hereinafter "OAS") is to promote by cooperative action the economic, social, and cultural development of its member states in accordance with Article 2(f) of the Charter; and that the GS/OAS is the central and permanent organ of the Organization of American States and has the authority to establish and promote relations of cooperation in accordance with Article 112.h of the OAS Charter and OAS General Assembly Resolution AG/RES. 57 (I-O/71);

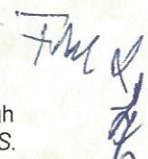
That the OAS Strategic Plan for Partnership for Integral Development 2006-2009, approved through AG/RES. 2201 (XXXVI-O/06)¹, has as a key goal to enhance individual and institutional capacities in the member states to design and implement cooperation programs, projects, and activities and strengthen the capacity of individuals to contribute to the social and economic development of their countries; establish new and strengthen existing strategic partnerships with governmental and nongovernmental institutions, as well as with the private sector and civil society; to assist member states in establishing partnerships to implement national programs; to promote the exchange of information, experiences, best practices and expertise; to facilitate collaboration and coordination for programming joint cooperation activities;

That the mission of the GS/OAS Executive Secretariat for Integral Development includes strengthening human and institutional capacity to improve integral development and governance throughout the Hemisphere; fostering integral development through the discussion of experiences and exchange of information (best practice forums) among member states, mobilizing resources for the formulation, promotion, and implementation of technical cooperation policies, programs, and projects in the area of integral development;

That education is key to strengthening democratic institutions, promoting the development of human potential, equality, and mutual understanding among peoples, that it has positive impact on economic growth, education, and eradication of poverty, and that, to achieve such goals, it is essential to consolidate education of quality that is available to all;

That the primary objective of the ABED is to stimulate the practice and the development of projects involving distance education;

¹ The term of the Strategic Plan has been extended successively until December 31, 2013 through AG/RES. 2474 (XXXIX-O/09), AG/RES. 2583 (XL-O/10), AG/RES. 2641 (XLI-O/11), and AG/RES. 2741 (XLII-O/12).



That the Parties have a desire to form a partnership to foster and strengthen the capacity of the human potential of the Americas; and share a common interest in optimizing their resources to a) prepare individuals to be good citizens who can critically contribute to the development of their countries, and b) support institutions from the Americas to prompt the formation and development of the region;

HAVE AGREED to enter into this Agreement.

ARTICLE I OBJECTIVE AND SCOPE

1.1. The purpose of this Agreement is to establish a framework for cooperation mechanisms between the Parties in order to strengthen education and human development in the Americas which highlights partnership, inclusion, sustainability and ownership.

1.2. The Parties undertake by this Agreement to collaborate with each other to share and optimize their resources and join efforts to contribute to the advancement of the region through capacity-strengthening activities in the areas of human development and education for individuals and institutions.

1.3. Within this general objective, the Parties shall work together to promote the exchange of experiences and best practices to ensure the transfer of lessons learned and successful experiences of OAS Member States in the implementation of development projects and programs. They also agree to explore options for cooperation in fields of common interest.

ARTICLE II ASSISTANCE, EXCHANGE OF INFORMATION AND ATTENDANCE AT MEETINGS

The Parties shall regularly exchange information on activities of mutual interest and maintain close cooperation with regard to these matters.

2.1. The ABED shall:

- a. As requested, provide advice to the GS/OAS on matters related to this Agreement;
- b. Based upon information provided by GS/OAS, distribute information on the objectives and activities of the OAS among the different institutions with which it has relationships;
- c. Provide to the GS/OAS publications on matters having relation to joint programs, projects and activities;
- d. As requested, collaborate on matters relative to training and sharing of best practices in the Member States of the OAS (in the areas covered by this Agreement), subject to available financial resources; and
- e. Consider the written observations and comments of the GS/OAS on matters related to this Agreement.

2.2. GS/OAS shall:

- a. Make available such OAS documentation and publications as are requested by ABED to the extent that confidentiality restrictions permit and the financial resources of GS/OAS allow;

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b. In accordance with the norms of the respective organs of the OAS and at the request of ABED, invite its representatives to the public meetings of those organs when matters of interest to them will be discussed; and

c. As requested by ABED, collaborate on matters relative to training and sharing of best practices in the Member States of the OAS (in the areas covered by this Agreement), in accordance with the programs approved by the General Assembly provided and subject to available financial resources;

ARTICLE III SPECIAL COOPERATION RELATIONS

3.1. 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 in accordance with Article 4.2 of this Agreement which shall take into account:

a. The development and implementation of joint projects to assist individuals and institutions in the OAS Member States to design and implement cooperation programs, projects, and activities;

b. The implementation of joint projects on distance education and the use of information and communication technologies in education; especially to benefit remote areas of the OAS Member States.

c. The exchange of bibliographic materials and access to databases and general information;

d. The exchange of documents and specific information in relation to work programs that are of interest to each of the Parties;

e. The exchange, loan, or sharing of professional personnel to strengthen study, research, and capacity-strengthening programs;

f. Joint meetings to address matters of common interest;

g. The development and implementation of joint research projects;

h. The exchange of best practices in relation to teaching and learning with emphasis on management of education, curriculum development, literacy, STEM, special education, teacher training, workforce development, ICT in education, and innovation in education; and

i. Capacity-strengthening for quality education and skills training, including educational and student exchanges, teacher preparation and professional development, among others;

3.2. Any supplementary agreements, memoranda of understanding or letters of agreement entered into pursuant to Article 4.2 below, shall be governed by the terms of this Agreement, unless the Parties expressly provide otherwise in those instruments.

ARTICLE IV IDENTIFICATION AND IMPLEMENTATION OF PROGRAMS, PROJECTS, AND/OR JOINT ACTIVITIES

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4.1. The work programs shall contain proposals for the joint implementation of programs, projects and/or activities of common interest, in accordance with Article 4.2 of this Agreement.

4.2. 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, memoranda of understanding or exchange of letters containing the applicable conditions for each program, project and/or activity. Each such supplementary agreement, memoranda of understanding or exchange of letters shall be signed by the duly authorized representatives of the Parties and should specify in detail, the following:

- a. The agreed-upon program, project and/or activity;
- b. The objectives sought;
- c. The dependencies of each of the Parties that will execute the program, project and/or activity;
- d. The work plan: stages, planning and chronology of development;
- e. 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 (indicating the nature and the amount), the schedule of the contributions and, as required, the property of the material resources that are acquired;
- f. A provision relating to the coordination, notification and follow-up of the program, project and/or activity; and
- g. A provision acknowledging this Agreement as the programmatic and juridical framework for the program, project or activity.



ARTICLE V FINANCIAL PROVISIONS

5.1. 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 Agreement for the joint implementation of programs, projects and/or activities, this Agreement in and of itself does not create obligations of a financial nature for either of the Parties.

ARTICLE VI COORDINATION AND NOTICE

6.1. Within the GS/OAS, the dependency responsible for coordinating GS/OAS activities under this Agreement is the Department of Human Development, Education, and Employment, and the Coordinator is its Director, Ms. Marie Levens. Notifications and communications should be directed to the Coordinator at the following street address, fax and electronic mail:

General Secretariat of the OAS
Ms. Marie Levens, Director, Department of Human Development, Education,
and Employment
1889 F Street, NW
Washington, DC 20006
United States of America


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Tel.: (+1-202) 458-6166
Fax: (+1-202) 458-3897
Electronic Mail: mlevens@oas.org

6.2. The dependency responsible within the ABED for coordinating the activities under this Agreement is Beatriz Roma Marthos, executive secretary of ABED, and the Coordinator is Prof. Dr. Fredric Litto, chairman of ABED. Notifications and communications should be directed to the Coordinator at the following street address, fax and electronic mail:

ABED's Presidency
Prof. Dr. Fredric Litto and Prof. Beatriz Roma Marthos
Address Rua Vergueiro 875, 12th floor, Apt. 121
Tel: 55 11 3275-3561
Fax: 55 11 3275-3724
Electronic mail: presidente@abed.org.br; abed@abed.org.br;
frmlitto@terra.com.br.

6.3. All communications and notifications under this Agreement will be validly made only when they are sent by mail, facsimile, or electronic mail addressed to the Coordinators whose names are set out in Articles 6.1 and 6.2, 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.

6.4. Either Party may change the responsible dependency, the designated Coordinator, the address, telephone, fax or electronic mail indicated by 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, the GS/OAS, 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.

ARTICLE VIII DISPUTE RESOLUTION

8.1. Any dispute or complaint that may arise in conjunction with the application or interpretation of this Agreement, or supplementary agreements, memoranda of understanding or exchange of letters pursuant to Article 4.2, 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") 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 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 or any supplementary agreement, memoranda of understanding or exchange of letter pursuant to Article 4.2 shall be the law of the District of Columbia, USA.

ARTICLE IX

GENERAL PROVISIONS

9.1. The Parties agree to observe the highest ethical standards and administrative transparency in all actions and activities related to this Agreement. Failure to comply with this provision shall constitute grounds for anticipatory termination of this Agreement, pursuant to Article 9.4.

9.2 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 of it.

9.3. This Agreement shall enter into force upon signature by the duly authorized representatives of the Parties and shall remain in force in accordance with article 9.4.

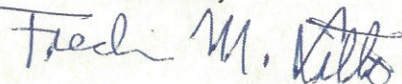
9.4 This Agreement may be terminated by mutual consent or by either of the Parties by written notice from one to the other with not less than thirty days notice. Notwithstanding the termination of this Agreement, the supplementary agreements, memoranda of understanding and letters referred to in Article 4.2 that the Parties have signed and that have been duly financed shall be continued to completion unless the Parties mutually decide otherwise.

9.5. 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 THE ASSOCIAÇÃO BRASILEIRA
DE EDUCAÇÃO A DISTÂNCIA:

Beatriz Roma Marthos
Executive Secretary



Place: Salvador, Bahia, Brazil
Date: September, 9th of 2013

FOR THE GENERAL SECRETARIAT OF
THE ORGANIZATION OF AMERICAN
STATES:



Lesley Zark
Representative of the OAS Department of
Human Development, Education and
Employment

Place: Salvador, Bahia, Brazil
Date: September, 9th of 2013