



Organization of
American States



**MEMORANDUM OF UNDERSTANDING BETWEEN THE GOVERNMENT OF THE
REPUBLIC OF TRINIDAD AND TOBAGO, THE GENERAL SECRETARIAT OF THE
ORGANIZATION OF AMERICAN STATES AND THE GENERAL SECRETARIAT OF
VIRTUAL EDUCA**

**PERTAINING TO HOLDING THE
2nd. VIRTUAL EDUCA CARIBBEAN CONFERENCE: TRINIDAD AND TOBAGO 2014**

To take place in the City of Port of Spain, on March 12 and 13, 2014

The Government of the Republic of Trinidad and Tobago (the Government), the General Secretariat of the Organization of American States (GS/OAS) and the General Secretariat of Virtual Educa (GS/VE), hereinafter referred to collectively as "the Parties",

WHEREAS

The Government, through its Ministry of Education (MoE), recognizes that the use of Information and Communication Technologies (ICT) is an important aspect of student learning and therefore supports education and research consistent with educational objectives;

The Parties consider that ICT enabled education has proven instrumental in improving the transfer of learning to students as well as in preparing them adequately for working in the information age;

The Government is promoting innovation and competitiveness policies, with the objective to further the economic and social development of the citizens of the Republic of Trinidad and Tobago;

The MoE has established the following four strategic objectives to achieve its goal:

- a. Educating and developing the children of Trinidad and Tobago.
- b. Designing and developing a quality education system in Trinidad and Tobago.
- c. Understanding and satisfying the needs of key stakeholders in Trinidad and Tobago.
- d. Developing a high performing and dynamic organization in Trinidad and Tobago;

On October 20, 2006, the MoE launched the first phase of The National Open School of Trinidad and Tobago (NOSTT), an educational system which uses a blend of classroom and Distance Education methods and allows learners to choose how to learn, when to learn, where to learn and what to learn using a wide range of educational media, and which major distinctive features of the NOSTT are:

- a. Taking education to disadvantaged populations in Trinidad and Tobago.
- b. Providing a choice to learners in Trinidad and Tobago for what they want to learn.
- c. Providing education to second chance learners in Trinidad and Tobago.
- d. Providing a safety net for school drop-outs in Trinidad and Tobago.
- e. Providing education to those in Trinidad and Tobago who cannot attend conventional schools for a variety of social and economic reasons;

Virtual Educa is a multilateral cooperation initiative addressing education, training, innovation, competitiveness and development, whose General Agreement, dated February 12, 2003 (General Agreement) was signed by the GS/OAS;

On May 26, 2011, the General Agreement was amended making the headquarters of the Organization of American States (OAS) the headquarters of GS/VE in order to conduct "any action that may be deemed necessary to continue to jointly promote academic excellence and social development";

Since 2001, Virtual Educa International Symposium events have taken place every year. The events address topics of relevance and representatives from the multilateral, government, education, corporate, and civil society sectors have attended these events;

During the annual international symposia referred to in the preceding paragraph, innovative projects are introduced to provide education and training in the country that hosts the event as well as to forge cooperative relationships between officials from the institutions in the country that hosts the event and experts from other OAS Member States;

The last five international symposiums were held in Buenos Aires (2009), Santo Domingo (2010), Mexico City (2011), Panama (2012), and Medellin (2013) with the attendance of more than three thousand delegates from almost every country in the Americas at each of the events;

The symposiums are held with the participation from the Ministries of Education of the host countries, specifically, with the participation of the National Ministry of Education of Argentina in 2009; the Ministries of Education (MINED) and of Higher Education, Science and Technology (MESCYT) of the Dominican Republic in 2010; the Secretariat of Public Education of Mexico (SEP) in 2011, the Ministry of Education (MEN) of Panama in 2012 and the Ministry of Education (MEN) of Colombia in 2013.

Virtual Educa also holds yearly regional and national symposiums, in order to promote innovation in education to those educators who may not be able to attend the international symposium, and also to foster the dialogue between educators on matters related to education;

From February 29th through March 2nd, 2012, the first Virtual Educa Caribbean Symposium was held in Paramaribo, Suriname, together with the VII Inter-American Conference of Education Ministers; and

The GS/OAS is the central and permanent body of the OAS and is authorized to carry out relations of cooperation in accordance with article 112 (h) of the OAS Charter and OAS General Assembly Resolution AG/RES. 57 (I-O/71),

THE PARTIES HEREBY AGREE AS FOLLOWS:

ARTICLE 1- DATE AND VENUE OF SYMPOSIUM

The “**Second Virtual Educa Caribbean Symposium: Trinidad and Tobago 2013**” (the Symposium) shall be held on **March 12 and 13, 2014**, in the City of Port of Spain, Republic of Trinidad and Tobago.

ARTICLE 2- PURPOSE

The purpose of this Memorandum of Understanding (MOU) is to establish a regulatory framework with regard to the mechanisms of cooperation among the Parties in order to hold the Symposium. In this regard, the Government, throughout its MoE, the GS/OAS, through its Department of Human Development, Education and Employment and the GS/VE, shall be in charge of the coordination of the Symposium and carry out the responsibilities and obligations set forth in this MOU.

**ARTICLE 3-
RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES**

(a) The responsibilities and obligations of the Parties are contained in the Annex of this MOU, which forms an integral part hereof. Within one week of the execution of this MOU, each Party shall designate a representative who shall be a member of an **Organizing Committee** which is hereby established to monitor responsibilities and obligations of the Parties in this MOU to ensure that the Symposium is carried out successfully. The Organizing Committee shall establish its own procedures and a schedule for meetings in order to implement the objectives of this MOU. The Government hereby designates The Honourable Dr. Tim Gopeesingh M.P, Minister of Education of the Republic of Trinidad and Tobago, as its representative in the Organizing Committee. Each of the other Parties shall communicate in writing to the others the name of their representatives in the Organizing Committee. Any changes in designation shall be communicated to the other Parties in writing.

(b) The obligations of the Parties, including financial obligations, are described in this MOU and its Annex. The Government shall administer its contribution to fund the Symposium, in the amount of USD\$ 125,000, as provided in section 7 of the Annex to this MOU. The SG/OAS shall have no financial obligations pursuant to this MOU. Each Party shall be responsible for ensuring that its obligations are fulfilled, as provided in this MOU and in its Annex.

ARTICLE 4- COMMUNICATION AND NOTICE

(a) The offices of the Parties responsible for coordinating the activities under this MOU and their Coordinators are listed hereunder.

For the GS/OAS: OAS General Secretariat
Marie Levens, Director Department of Human Development, Education
and Employment
1889 F Street, N.W.
Washington, D.C. 20006
United States of America
Tel.: + (1) 202 458-6166
Email: mlevens@oas.org

For the Government: Ministry of Education
The Honourable Dr. Tim Gopeesingh M.P
Minister of Education
18 Alexandra Street
St. Clair
Trinidad and Tobago
Tel: + (1) 868 622-2181
Email: moe@tsstt.net.tt

For GS/VE: General Secretariat of Virtual Educa
José María Antón, Secretary General
care of: Department of Human Development, Education and
Employment
of the OAS
1889 F Street, N.W.
Washington, D.C. 20006
United States of America
Tel.: + (1) 202 657-4035
Email: jmanton@virtualeduca.org

(b) Communications and notifications issued under this MOU shall only be valid if sent by registered mail or electronic mail and addressed to the Coordinators at the addresses listed in Article 4 (a) of this MOU. When communications and notifications are by electronic mail they shall only be valid when sent directly from the electronic address of the Coordinator of one of the Parties to the electronic address of the Coordinator of the other Parties. Any Party may change the designated office, Coordinator, address, telephone number or electronic address originally listed by notifying the other Parties to that effect in writing.

ARTICLE 5-LIABILITY OF THE PARTIES

The Parties are fully responsible for any damages arising from actions and omissions of their respective representatives, officials, employees and contractors linked to the Symposium or to

any activity relating to this MOU. In the event that, a third party files any claim against one of the Parties in connection with any act or omission of another Party or of its representatives, officials, employees or contractors, with respect to the Symposium or any activity relating to this MOU, the responsible Party shall become the principal and only party to respond to the claim, and shall also be obligated to compensate the other Party/Parties for any damages that it/they may suffer as a result of those claims, including court costs and legal fees.

ARTICLE 6- INTELLECTUAL PROPERTY

- (a) This MOU does not grant to any of the Parties or their employees any intellectual property rights or privileges that each of the Parties enjoy over its work. In this MOU, "Intellectual Property" includes but it is not limited to trademarks used in Trinidad and Tobago, USA and the rest of the world by the MoE, the GS/OAS and GS/VE, as well as commercial names, commercial advertisements, logos, brands, reserved rights, domain names, and any kind of patrimonial right on works and creations protected by royalties and copyrights, and other forms of industrial or intellectual property laws applicable in Trinidad and Tobago, USA and internationally.
- (b) The Parties agree to not make use of, commercialize, reveal to third parties, distribute, donate, or in any way dispose of any development that the MoE, the GS/OAS and/or the GS/VE may undertake pursuant to this MOU.

ARTICLE 7- WAIVER

None of the provisions of this MOU constitute an express or tacit waiver of the privileges and immunities enjoyed by the OAS, its organs, its staff, and its property and assets under the laws of Trinidad and Tobago, USA and under international law.

ARTICLE 8- DISPUTE RESOLUTION

Any dispute that may arise from the application or interpretation of this MOU or the holding of the Symposium shall be settled through direct negotiation between the Parties. In the event that no settlement is reached to the satisfaction of all Parties to this MOU, the dispute shall be submitted to arbitration pursuant to the Inter-American Commercial Arbitration Commission Rules (IACAC Rules) or the Arbitration Rules of the United Nations Commission on International Trade Law (UNCITRAL). The arbitral award shall be final and binding upon the Parties.

ARTICLE 9- AMENDMENTS

Any amendments to this MOU may only be made under express mutual agreement in writing by the duly authorized representatives of the Parties. The Instruments bearing amendments of this MOU shall be attached as annexes to this MOU and shall become a part thereof.

ARTICLE 10- ENTRY INTO FORCE

This MOU shall come into force upon the signature of the authorized representatives of the Parties, and shall remain in effect until April 30, 2014 or until all activities related to the Symposium agreed upon by the Parties have taken place and the Parties have fulfilled the obligations agreed upon herein.

ARTICLE 11- TRANSPARENCY

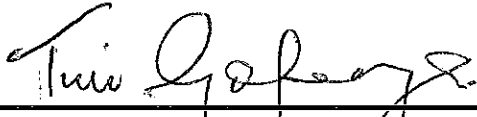
The Parties agree to observe the highest ethical standards and administrative transparency in all actions and activities related to this MOU. In addition, the GS/OAS, to the extent applicable and without prejudice to its privileges and immunities referred to in Article 7, as well as the Government and GS/VE, agree to comply with the provisions of the Inter-American Convention Against Corruption and in the applicable norms of the country in which the activities pertaining to the Symposium and to the purpose of this MOU are executed, in accordance with Articles 1 and 2. Failure to comply with this provision shall constitute grounds for anticipatory termination of this MOU, pursuant to Article 12.

ARTICLE 12-TERMINATION

- (a) This MOU may be terminated by the written consent of all the Parties or by any Party giving at least thirty (30) days written notification to the other Parties. Unless otherwise agreed upon in writing by the Parties, any duly financed activities relating to the Symposium shall continue until they are completed.
- (b) Termination of this MOU shall not affect the irrevocable obligations contracted by the GS/OAS with regard to activities related to the Symposium, prior to receipt of the notice of termination. Additionally, said obligations must be respected and satisfied through the contributions of the Parties set forth in section 7 of the Annex to this MOU, including any expenses that the GS/OAS must incur in order to settle in advance its obligations under the terms of this MOU.

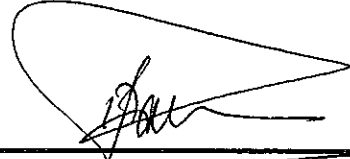
IN WITNESS WHEREOF the duly authorized representatives of the Parties have hereby signed the present Memorandum of Understanding in three equally authentic originals in the City of Port of Spain, Republic of Trinidad and Tobago on the 14 day of October, 2013

BY THE GOVERNMENT OF THE
REPUBLIC OF TRINIDAD AND TOBAGO



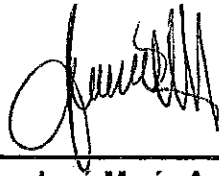
Hon. Dr. Tim Gopeesingh, M.P.
Minister of Education

BY THE GENERAL SECRETARIAT OF THE
ORGANIZATION OF AMERICAN STATES



Amb. Albert R. Ramdin
Assistant Secretary General

BY THE GENERAL SECRETARIAT OF VIRTUAL EDUCA



José María Antón
Secretary General