

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

**PERTAINING TO HOLDING THE
FIRST VIRTUAL EDUCA CARIBBEAN CONFERENCE: SURINAME 2012**

To take place in the City of Paramaribo, on February 29 and March 1 and 2, 2012

The Parties, the Government of the Republic of Suriname (the Government), the General Secretariat of the Organization of American States (GS/OAS) and the General Secretariat of Virtual Educa (GS/VE), hereinafter jointly, the Parties,

RECOGNIZING

1. That 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 Suriname;

1.1. That the vision of the Ministry of Education and Community Development (MOECD) of the Government is to have in place a high-quality and highly effective education system, that is duly institutionalized, sustainable over time and widely supported by its people; for this purpose, its mission is for education to become the primary instrument of human development, prosperity, equal opportunity and social mobility, which shall promote sustainable production, in terms of production, economic and social development in the Republic of Suriname.

1.2. That the intended legacy of the MOECD is to achieve a relevant education system, which meets the demands of the country through its curricular structure and its physical and technological infrastructure; that it has forged enduring partnerships with civil society and the business sector; that it has established an effective and transparent internal organizational structure; and it has been successful at institutionalizing the changes at the level of State policy, thus ensuring continuity and development;

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

2.1. That on May 26, 2011, the General Agreement was amended making the headquarters of the Organization of American States (OAS) the General Secretariat of Virtual Educa in order to conduct "any action that may be deemed necessary to continue to jointly promote academic excellence and social development;"



WHEREAS

3. Since 2001, the Virtual Educa International Conference on the pertinent topics has been held each year with the participation of representatives of the multilateral, government, education, corporate and civil society sectors;

4. At the annual Conference, innovative projects are introduced to provide education and training in the hosting country as well as to forge cooperative relationships between officials from the hosting country's institutions and experts from other countries;

5. The last three Events were held in Buenos Aires (2009), Santo Domingo (2010) and Mexico City (2011), with more than three thousand delegates, who hailed from almost every country of the Americas, attending each time;

6. The last three Events were held in conjunction with the Ministries of Education of the respective countries, specifically, the National Ministry of Education of Argentina (2009), the Ministries of Education (MINED) and of Higher Education, Science and Technology (MESCyT) of the Dominican Republic (2010), and the Secretariat of Public Education of Mexico (SEP) [2011]; and

7. The GS/OAS is the central and permanent body of the OAS and is empowered to establish and promote ties of cooperation under article 112 (h) of the OAS Charter and OAS General Assembly Resolution AG/RES. 57 (I-O/71),

AGREE THE FOLLOWING

1. The "**First Virtual Educa Caribbean Conference: Suriname 2012**" (the Conference) shall be held on February 29 and March 1-2, 2012 at the Hermitage Mall in the City of Paramaribo, Republic of Suriname.

2. The purpose of this Memorandum of Understanding is to establish a regulatory framework with regard to the mechanisms of cooperation between the Parties in order to hold the Conference. In this regard, the MOECD, the GS/OAS, through the Department of Human Development, Education and Culture and the General Secretariat of Virtual Educa shall be in charge of Conference coordination.

3. The responsibilities of the Parties are set forth in the Annex to this Memorandum of Understanding, which is included as an integral part thereof. An **Organizing Committee**, consisting of representatives of each Party, would be created to follow up on the Memorandum of Understanding and successfully carry out the Conference.

4. The obligations of the Parties, including financial obligations, are described in the Annex to this Memorandum of Understanding. The contributions made by MOECD and Virtual Educa, as provided in section 9 of the Annex to this Memorandum of Understanding,



shall be administered by each one of the contributing entities. Each Party shall be responsible for making sure that its obligations are fulfilled, as provided in this Memorandum of Understanding and the Annex.


5. The offices of the Parties responsible for coordinating the activities under this Memorandum of Understanding and their Coordinators are listed hereunder

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For the Government: Ministry of Education and Community Development
Hon. Mr. Raymond Sapoen
Dr. S. Kaffiludistreet #117-123
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For GS/VE: General Secretariat of Virtual Educa
José María Antón, Secretary General
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OAS
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United States of America
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5.1. All communications and notifications arising from this Memorandum of Understanding shall only be valid if they are sent by regular mail, fax or e-mail and are addressed to the coordinators at the addresses listed in section 5 of this Memorandum of Understanding. When communications and notifications are conveyed by e-mail, they shall only be valid if they are sent directly from the address of the Coordinator of one of the Parties to the e-mail address of the Coordinator of the other party. Any of the Parties may change the designated office, coordinator, address, telephone number, fax number or e-mail address originally listed, by notifying the other Party of such a change in writing.



6. The Parties are fully responsible for any damages stemming from actions and omissions of their respective representatives, officials, employees and contractors linked to the Conference or to any activity relating to this Memorandum of Understanding. If for any reason, 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 Conference or any activity relating to this Memorandum of Understanding, 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 for any damages that it may suffer as a result of those claims, including court costs and attorneys fees.

7. None of the provisions of this Memorandum of Understanding constitute an express or tacit waiver of the privileges and immunity enjoyed by the OAS, its organs, its staff, and its property and assets.

8. Any dispute that may arise from the application or interpretation of this Memorandum of Understanding or the holding of the Conference shall be settled through direct negotiation between the Parties. Should no settlement be reached to the satisfaction of both parties, they shall submit their differences to an arbitration procedure, which shall be mutually agreed on. The arbitration decision shall be final, unappealable and binding.

9. Changes to this Memorandum of Understanding may only be made under express mutual agreement in writing by the duly authorized representatives of the Parties. The instruments in which the changes are documented shall be attached as annexes to this Memorandum of Understanding and shall become a part thereof.

10. This Memorandum of Understanding shall take effect as of the time it is signed by the authorized representatives of the Parties, and shall remain in effect during the activities related to the Conference, until April 30, 2012.

11. This Memorandum of Understanding may be terminated by mutual consent or may be terminated by any of the Parties by means of written notification to the other parties with at least thirty days advance notice. Notwithstanding, any duly financed activities relating to the Conference may continue until they are completed, unless the Parties decide otherwise.


12. Termination of this Memorandum of Understanding shall not affect the irrevocable obligations contracted by the GS/OAS with regard to activities related to the Conference, 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 8 of the Annex to the Memorandum of Understanding, including any expenses that the GS/OAS must incur in order to settle in advance its obligations under the terms of this Memorandum of Understanding.

Signed in the City of Paramaribo, Republic of Suriname, in six copies of equal value, dated December 15, 2011.



BY THE MINISTRY OF EDUCATION
AND COMMUNITY DEVELOPMENT
OF THE REPUBLIC OF SURINAME




Raymond Sapoen
Minister of Education and Community
Development

BY THE GENERAL SECRETARIAT OF THE
ORGANIZATION OF AMERICAN STATES



Marie Levens
Department of Human Development,
Education and Culture
Organization of American States

BY THE GENERAL SECRETARIAT OF VIRTUAL EDUCA



Jose María Antón
Secretary General

