



## **MEMORANDUM OF UNDERSTANDING**

**between**

**International Bank for Reconstruction and  
Development  
Acting through the  
Global Development Learning Network Services**

**and**

**Virtual Educa**

Two handwritten signatures are present in the bottom right corner of the document. The first signature is on the left, and the second is on the right.

December 2002

1. This Memorandum of Understanding ("MOU") between Virtual Educa and the International Bank for Reconstruction and Development ("the Bank") represents a statement of intent by the parties to work together through the Global Development Learning Network ("GDLN") and to adhere to the general principles of GDLN provided herein.

#### **Introduction**

2. GDLN is an interactive, multi-channel network with a mandate to serve the developing world. It is a flexible system linking together a global network of learning centers. GDLN provides learning opportunities for stakeholders in the development community through capacity building programs to help countries bridge the knowledge divide. GDLN's goals are to reach across geographic borders, time zones, and language barriers and to improve decision making through access to real-life experience shared by experts, practitioners and decision makers.

#### **Mission Statement**

3. The mission of GDLN is to harness modern technology—including interactive videoconferencing, the Internet, and satellite communications—in a cost-effective way, so that people with knowledge are brought together with those who need that knowledge, to learn with and from each other about the full range of development issues.

#### **Roles**

##### *Distance Learning Center (DLC)*

4. By entering into this MOU, a DLC signals its willingness to become an Affiliate of GDLN and to adhere to the rules and spirit of the GDLN mission. The DLC agrees to work as a member of the community of DLCs and with the Bank to develop mechanisms and governance structures suitable for such a network, and which contribute to its sustainability and impact.

5. Specifically, the DLCs:

- a. Establish and maintain their own facilities and conduct their own operations.
- b. Provide their own connection to GDLN via satellite (for example, DAMA) or ISDN.
- c. Maintain all equipment to minimize disruption to the network.
- d. Have a trained technical person to operate and maintain the equipment and to serve as the technical coordinator for the DLC.
- e. Enter into and adhere to individual Activity Agreements with Program Partners and GDLN Services.
- f. Promptly satisfy the financial obligations that arise in connection with their GDLN activities, as identified in the Activity Agreement.


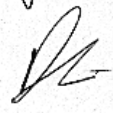
*Program Partner*

6. By entering into this MOU, the Program Partner signals its willingness to become an Affiliate and commits to working with GDLN to develop and deliver high-quality programs in keeping with the needs of the receiving countries and consistent with GDLN's mission statement.
7. Specifically, Program Partners:
- a. Develop and deliver learning programs.
  - b. Periodically evaluate and improve their programs.
  - c. Enter into and adhere to individual Activity Agreements with DLCs and GDLN Services.
  - d. Promptly satisfy the financial obligations that arise in connection with their GDLN activities, as identified in the Activity Agreement.

*GDLN Services*

8. By entering into this MOU, GDLN Services confirms its commitment to facilitate the delivery of GDLN programming and the expansion and further development of GDLN.
9. Specifically, GDLN Services will:
- a. Maintain open consultations within the GDLN community.
  - b. Schedule GDLN activities in accordance with agreed upon processes and timelines.
  - c. Maintain GDLN external relations.
  - d. Coordinate the central GDLN technical facilities.
  - e. Operate the GDLN Accounting System.
  - f. Assist in facilitating the resolution of disputes among Affiliates.

**GDLN Business Policy**

10. The Business Policy for GDLN is developed in consultation with Affiliates.
11. GDLN Services maintains a transparent and effective accounting system for processing GDLN transactions between Affiliates. A GDLN Account has been set up as a central clearinghouse for all GDLN transactions among Affiliates. Once an Affiliate has signed this MOU, GDLN Services will set up a sub-account for that Affiliate's GDLN transactions and will be authorized by this MOU to make payments to, and debits from, the Affiliate's sub-account in accordance with GDLN Business Policy and the relevant Activity Agreement.
12. Prior to any GDLN activity, an Activity Agreement will be signed by the Program Partner, the DLC, and GDLN Services. The Activity Agreement will specifically identify the parties' respective responsibilities, and all charges and conditions associated with the activity.
13. Only payments that are to be made specifically between Affiliates, or between GDLN Services and Affiliates, will be processed through the GDLN Account.
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#### **GDLN Governance**

14. The GDLN governance framework will be determined by GDLN Services and Affiliates through a consultative process.

#### **Utilization of the Network**

15. As long as GDLN utilizes satellite transmission capability under agreements between the Bank and various telecommunications providers, the use of this capacity will be subject to any restriction in those agreements and must be consistent with GDLN's mission statement.

#### **Protection of Intellectual Property Rights**

16. GDLN uses the World Bank's Telecommunications Network to broadcast its programs. All parties agree to recognize the importance of protecting intellectual property rights in the programming that will be presented through GDLN. Arrangements for protection of such intellectual property rights will be set forth in Activity Agreements that will govern the presentation of specific GDLN programs.

#### **Limits to Agreement**

17. This MOU does not commit either party to signing any specific Activity Agreement. The parties will retain full discretion to choose to participate in specific learning programs.

#### **Timeframe**

18. This MOU will be in effect from the date of the last signature below, until terminated.

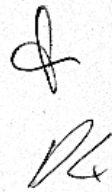
#### **Termination**

19. This MOU may be modified or terminated at any time by joint agreement of the parties. This MOU may be terminated by either party with thirty (30) days' prior notice in writing to the other party, provided that the party's duty to fulfill GDLN obligations incurred prior to termination shall survive termination of this MOU.

#### **Miscellaneous**

20. No articles within this MOU replace or override any of the legal agreements between the Bank and the Government of Spain.

21. For legal purposes, nothing in this MOU shall be construed as creating a joint venture, an agency relationship, or a legal partnership between the parties.

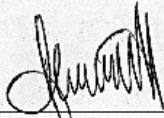




**Effectiveness**

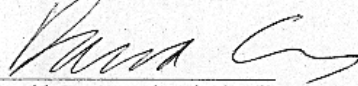
22. This Memorandum shall come into effect upon the date of the last signature set forth below.

**For Virtual Educa:**



José María Anton  
Director General  
Virtual Educa International Association

**For the International Bank  
for Reconstruction and  
Development, acting through  
GDLN Services:**

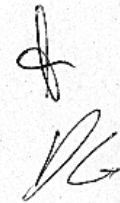


David Gray, Regional Coordinator  
GDLN Latin America and the Caribbean  
The World Bank

Monika Weber-Fahr, Manager  
GDLN Services  
World Bank Institute  
The World Bank

Date: June 17, 2004

Date: June 17, 2004





## Annex

### GDLN-Virtual EDUCA Partnership

Premise: GDLN will be a partner institution of Virtual Educa (V.E.) and will have the right to:

- Insert its name in the promotional material issued by V.E.
- Propose and coordinate a working day within V.E. For that purpose GDLN will present a working plan to V.E. that will match with the objectives of V.E. and will be submitted to V.E. general organisation procedures.
- GDLN will be responsible for the organisation of its own activities.
- GDLN will have a stand with promotional material.
- V.E. will contribute with GDLN participation by promoting the participation of three Latin American experts representing the whole GDLN-LAC network.

GDLN will assume the following obligations:

- GDLN will be responsible for the organisation of its own activities within V.E. in coordination with V.E. coordinators and submitting all proposals to the general approval of V.E. responsible.
- GDLN will provide all documents and promotional material that V.E. uses to request to the partner institutions and will offer the results of the discussions to the organisation for its publications.
- GDLN will be responsible for the quality control of all documents sent to V.E.
- GDLN will assume the cost of WB officials and whatever promotional material is produced ad-hoc for the event.

### GDLN Working Plan:

Proposal: GDLN would submit to V.E. a proposal for the organisation of one day activities. These activities could be:

- 1) GDLN presentation: with the participation of GDLN officials and Latin American representatives; GDLN accomplishments so far and perspective for the future; main events hold; GDLN within WB development strategy.
- 2) Sector example: health sector. Invitation of a Spanish health authority and several experts in EU and L.A. to explain the possibilities of IT in health sector improvement.

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