

## **COLLABORATION AGREEMENT BETWEEN ARIZONA STATE UNIVERSITY AND VIRTUAL EDUCA**

On February 12, 2014, the Arizona Board of Regents for and on behalf of Arizona State University (ASU) and VIRTUAL EDUCA decide freely and voluntarily to sign the collaboration agreement that is expressed in the following clauses:

### **FIRST CLAUSE THE PARTIES**

- a) THE ARIZONA BOARD OF REGENTS FOR AND ON BEHALF OF ARIZONA STATE UNIVERSITY, a body corporate established by the laws of the State of Arizona, United States of America, located at 300 East University Drive, Suite 420, P.O. Box 877805, Tempe, Arizona 85287-7805, U.S.A., herein called ASU, in this act represented by its President, Dr. Michael M. Crow, and, for the purpose of the present agreement, its University Provost, Dr. Robert E. Page, Jr.

ASU's New American University mission – to prove that a university can be simultaneously excellent and broadly inclusive; that it should engage in use-inspired, as well as curiosity-driven, research; and that it can take significant responsibility for the economic, cultural and environmental health of the communities it serves — has been demonstrated.

Started in 2010, the annual ASU+GSV Summit is the industry catalyst for bold thinkers and doers who are driving innovation in global education.

The ASU+GSV Summit connects the most impactful investors, entrepreneurs, business leaders, educators, policymakers and philanthropists to create partnerships, explore solutions and shape the future of learning and includes CEOs from top education technology startups, venture capital and growth investors, senior leaders from global higher education institutions and foundations.

The ASU+GSV Summit will convene from April 21 – 23, 2014 at the Phoenician Resort in Scottsdale, Arizona.

- b) Virtual Educa is an initiative of multilateral cooperation in the field of Education, Training, and innov@tion. It was adopted as a project assigned to the XIV Latin American Summit of Heads of State and Government, Declaration of San José de Costa Rica, dated 20/11/2004, clause 36: "We warmly welcome the incorporation of the assigned project the Ibero-American Summit Virtual education program, an initiative that exemplifies the importance of strengthening distance education and the use of new communication and information technologies in our region."

Virtual Educa promotes the Organization of American States (OAS) and the General Secretariat (SEGIB) [ref - Framework Agreement, dated 02/12/2003]. They are

- ASU and Virtual Educa will work to develop consensus on the invitation path for speakers (for example, a co-signed letter of invitation from both Parties)
- ASU agrees to waive Summit registration fees for Virtual Educa facilitators and panelists
- Virtual Educa agrees to bear its own travel and accommodation costs associated with attending the Summit
- ASU agrees to publicize Virtual Educa on the Summit website (Virtual Educa to provide copy of logo in .eps format)
- ASU agrees to provide Virtual Educa with additional publicity at the Summit venue
- ASU agrees to make good faith efforts to identify senior level ASU representatives to travel to Lima to attend Virtual Educa in June 2014
- ASU will have a space in the Virtual Educa Forum for presentations, and meetings
- ASU will be part of the strategy committee for the Virtual Educa Forum and will have the option for a booth in the Virtual Educa exhibition space.

### **THIRD CLAUSE BUDGET LIMITATIONS**

The financial obligations incurred by the Parties as a result of this agreement shall be subject to the availability of resources and the desirability of assigning them to a particular purpose. Nothing in the Agreement shall limit the authority of the respective bodies to adopt, modify, or amend the budget. It is explicitly stated that the signing of this agreement does not involve any financial commitment. For the avoidance of doubt, the scope of activities under this agreement shall be determined mutually by the Parties and shall be subject to the finances available at each institution for the types of collaboration undertaken and by such other financial assistance as may be obtained by each institution from external sources.

### **FOURTH CLAUSE TERM OF THE AGREEMENT**

This agreement is of unlimited duration, unless explicitly canceled by either of the Parties in writing. In these circumstances, the term shall continue for ninety days from the handover of the written notice of termination of the agreement.

### **FIFTH CLAUSE – Miscellaneous; State of Arizona Provisions**

The Parties understand that information and materials provided by ASU or within the custody of ASU are subject to the Arizona Public Records Act.

Relationship of the Parties



associated with Virtual Educa Education ministries, multilateral organizations, educational networks, foundations, professional associations, etc., between them:

- Ministry of Education of Panama (MEDUCA)
- Ministry of National Education of Colombia (MEN)
- Latin American Parliament (PARLATINO)
- Union of Universities of Latin America and the Caribbean (UDUAL)
- Red Continuing Education in Latin America and Europe (RECLA)

Virtual Educa has among its offices 2 international venues [Americas (San Juan de Puerto Rico) / European Union (Madrid)], 4 regional headquarters [Andina (Lima) / Caribbean (Santo Domingo) / Central America (Panama City) / Southern Cone (Buenos Aires)] and 6 national headquarters [Brazil, Chile, Colombia, Ecuador, Mexico and Venezuela].

The Secretariat General of Virtual Educa is attached to the OAS headquarters in Washington, D.C.

## **SECOND CLAUSE**

### **PURPOSE OF THE AGREEMENT**

In general, the Parties agree to:

- a) Consult and exchange information and documentation to increase collaboration and joint activities.
- b) Cooperate with the means at their disposal to realize projects that relate between entities of the Americas with similar organizations in other regions.
- c) Keep each other informed about programs and initiatives in the fields of education, innovation and technology.
- d) Coordinate the implementation and promote mutual participation in meetings and events, and to identify and promote jointly the formulation and implementation of policies, plans, projects, and specific activities in areas of common interest.
- e) Perform all other tasks that contribute to the achievement of corporate goals, in favor of integration and progress.

For specific requirements, the Parties agree to:

- ASU and Virtual Educa will join to promote the Inter-American dialogue in Education and Innovation through the development of a global panel at the 2014 ASU + GSV Education Innovation Summit
- ASU and Virtual Educa will mutually agree on the theme and topic for the panel
- Virtual Educa will suggest and develop a list of speakers for the panel

Each Party is an independent contractor and is independent of the other Party. This agreement does not create a partnership, joint venture or agency relationship of any kind between the Parties. This agreement does not create any fiduciary or other obligation between the Parties, except for those obligations expressly and specifically set forth herein. Neither Party shall have any right, power or authority under this agreement to act as a legal representative of the other Party, and neither Party shall have any right or authority to bind or obligate the other or make any representation or warranty on behalf of the other. Under no circumstances shall any employees of one Party be deemed the employees of the other Party for any purpose. Each Party is responsible for the direction and compensation of its employees. Each Party acknowledges that the relationship of the Parties hereunder is non-exclusive.

#### Force Majeure

No Party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under this agreement due to a natural disaster, actions of third parties or actions or decrees of governmental bodies beyond the control of the affected Party (Force Majeure Event). A Force Majeure Event shall not constitute a breach of this agreement. The Party so affected shall give prompt notice to the other Party of the Force Majeure Event. Upon such notice, all obligations of the affected Party under this agreement which are reasonably related to the Force Majeure Event shall be immediately suspended, and the affected Party shall do everything reasonably possible to resume performance as soon as practicable. Notwithstanding, if after fifteen (15) days from the Force Majeure Event the affected Party cannot resume performance, the other Party may terminate this agreement with no further responsibilities.

#### Non-Discrimination

To the the extent applicable, the Parties agree to comply with all state and federal laws, rules, regulations and executive orders governing equal employment opportunity and non-discrimination, including the Americans with Disabilities Act.

#### Non-Appropriation

The Parties recognize that performance of this agreement by ASU may be dependent upon the appropriation of funds by the State Legislature of Arizona (the Legislature). Should the Legislature fail to appropriate the necessary funds, then by written notice to Virtual Educa, ASU may cancel this agreement without further duty or obligation. Virtual Educa recognizes and understands that appropriation is a legislative act and is beyond the control of ASU.

#### Provisions in Arizona Law

Both Parties recognize that as a state institution in Arizona, ASU is bound by provisions of Arizona law. Notice is provided of Arizona Revised Statutes,



sections 12-133, 12-1518, and 38-511. Copies of these statutes are available on request.

**SIXTH CLAUSE**  
**INSTITUTIONAL COORDINATION AND COMMUNICATION**

Responsibility for the implementation of this agreement by the Arizona Board of Regents for an on behalf of Arizona State University, belongs to:

Julia Rosen  
Associate Vice Provost  
ASU Online & Extended Campus  
1475 N. Scottsdale, Road  
Scottsdale, AZ 85257 – USA  
E: [julia.rosen@asu.edu](mailto:julia.rosen@asu.edu)

Responsibility for the implementation of this agreement by VIRTUAL EDUCA belongs to:

José María Antón  
Secretaría General de Virtual Educa  
Organización de los Estados Americanos (OEA)  
1889 F St. NW 20006 - Washington, D.C. - USA  
E: [jmanton@virtualeduca.org](mailto:jmanton@virtualeduca.org)

In witness whereof, the Parties have signed this Agreement in two copies of the same content and value, date and place specified in the preamble of this Agreement.

FOR ARIZONA BOARD OF REGENTS FOR  
AND ON BEHALF OF ARIZONA STATE  
UNIVERSITY

A handwritten signature in dark ink, appearing to read "Robert E. Page, Jr.", written over a horizontal line.

ROBERT E. PAGE, JR.  
UNIVERSITY PROVOST

FOR VIRTUAL EDUCATION

A handwritten signature in dark ink, appearing to read "José María Antón", written over a horizontal line.

JOSÉ MARÍA ANTÓN  
SECRETARIO GENERAL