

**LETTER OF INTENT FOR COLLABORATION**  
**Between**  
**The George Washington University**  
**And**  
**The General Secretariat of the Organization of American States**

This Letter of Intent for Collaboration (“Letter”) is entered into this 12<sup>th</sup> day of April, 2017 by and between The George Washington University, a congressionally chartered nonprofit corporation located in the District of Columbia, U.S.A., on behalf of its School of Engineering and Applied Science (“GW”), and the General Secretariat of the Organization of American States (“GS/OAS”), a public international organization, located in the District of Columbia, U.S.A. (each, a “Party”, and together, the “Parties”).

**I. PURPOSE AND AREAS OF COLLABORATION**

- A. The objective of this Letter is to memorialize the Parties’ intent to explore collaboration for the purpose of the design and delivery of educational tools that advance the development and diffusion of sustainable energy options that promote a more diversified and resilient infrastructure in the Caribbean, known as the Caribbean Sustainable Development Education & Training Initiative (“Initiative”). A Concept Note further explaining the background and purpose of the Initiative is attached to this Letter as Appendix 1, and is incorporated by reference herein.
- B. The Parties agree to explore the following areas of collaboration:
  - 1. The development of specialized and practical educational tools with and for educational institutions within the Caribbean;
  - 2. The consolidation of existing in-region business databases and catalogues of small and medium-sized Caribbean companies that are currently deploying and servicing sustainable energy technologies and solutions; and
  - 3. The exploration of distance learning and on-line learning opportunities for Caribbean educators in order to broaden and further their teaching expertise, as well as to develop on-going technical assistance for them to address information and skills gaps, and to develop other requisite and applicable tools and materials.

**II. TERMS**

- A. Non-binding. This Letter does not constitute and will not give rise to any legally binding obligation on the part of either Party to collaborate or cooperate on any of the items stated in Section 1. The Parties agree that any binding terms and conditions regarding such collaboration or cooperation including, but not limited to financial terms, will be set

forth in a definitive written Agreement, to be executed by authorized representatives of the Parties.

B. Term. The term of this Letter shall be three (3) years beginning from the date of its signature by the representatives of both Parties. The term of this Letter shall expire on December 31, 2020. The term of this Letter may be extended by mutual agreement in writing by the Parties. Similarly, this Letter may be terminated either by mutual agreement in writing by the Parties or by either Party via written advanced notice of at least thirty (30) days to the other Party.

C. Communications. For purposes of this Letter, all communications should be directed to:

For the GS/OAS: Mrs. Kim Hurault-Osborne, Executive Secretary,  
Executive Secretariat for Integral Development of the General Secretariat  
of the Organization of American States

For GW: Dr. Jonathan P. Deason, Co-Director, Environmental and Energy  
Management Institute, The George Washington University

D. Marks and Use of Name. Neither Party shall use the registered marks of the other Party without the prior written consent of the other Party in each instance. GW shall control the use of the names The George Washington University, including the GW Environmental and Energy Management Institute, and other associated trademarks and service marks. Likewise, the GS/OAS shall control the use of the names General Secretariat of the Organization of American States, the Organization of American States, the OAS, the Executive Secretariat for Integral Development, and SEDI, including associated logos, symbols, trademarks and service marks. The Parties shall have the right to use these names and marks for purposes of performing their obligations under this Letter, but only with that Party's prior written consent in each instance.

E. Mutual Nondisclosure. The Parties wish to explore a potential business relationship in connection with which Confidential Information (defined as any non-public information, including, but not limited to financial terms and customer lists) may be shared between GW and the GS/OAS, as needed and in conformity with their respective internal rules and norms. Each Party agrees not to use any Confidential Information disclosed to it by the other for its own use or for any purpose other than to carry out discussions concerning this Letter.

F. Governing Law. The terms of this Letter shall be governed by and construed in accordance with the Laws of the District of Columbia, U.S.A., without regard to its principles for conflicts of law, as if such Letter were executed and performed within the District of Columbia.

- G. Immunity. Nothing in this Letter shall be construed as an express or implied waiver of the privileges and immunities of the OAS, GS/OAS, their personnel, and their assets, pursuant to the Charter of the Organization of American States, the Headquarters Agreement between the Organization of American States and the Government of the United States, signed on May 14, 1992, any other relevant agreements, applicable national law, or the general principles and practices of international law.
- H. Compliance with the Laws. The Parties agree to observe the highest ethical standards and administrative transparency in all actions and activities related to this Letter. Each Party agrees that, in connection with this Letter and without prejudice to the privileges and immunities of the GS/OAS, it will take no action, or omit to take any action, which would cause it or another Party to be in violation of the applicable laws and regulations of the United States, including, but not limited to the U.S. Foreign Corrupt Practices Act, U.S. anti-boycott laws, and U.S. export control laws, the Inter-American Convention Against Corruption, and in the applicable norms of the country in which the programs, project and/or activities executed in accordance with this Letter. Each Party agrees that, in connection with this Letter, it will not offer, give or promise to give, directly or indirectly, anything of value to any government official, political official, political candidate, or employee thereof or to any third party while knowing that such item of value or any portion thereof may be offered, promised or given to a government official, political party official, political candidate or employee thereof, for the purpose of obtaining or retaining business or to secure an improper advantage. Failure to comply with this provision shall constitute grounds for anticipatory termination of this Letter.

The undersigned individuals represent and warrant that they are duly authorized by their respective institutions to execute this Letter.

**For The George Washington University:**

By: David S. Dolling  
David S. Dolling, Dean  
School of Engineering and Applied Science  
Date: 4/19/17

**For the General Secretariat of the  
Organization of American States:**

By: Kim Hurault-Osborne  
Executive Secretary  
Executive Secretariat for Integral  
Development  
Date: 2017-08-03