

MEMORANDUM OF UNDERSTANDING

For

Co-operative Activities

Between

Istituto Italo Latino Americano (IILA)

And

The Organisation for Economic Co-operation and Development

1. Purpose of the MOU

This Memorandum of Understanding (MOU) between the Istituto Italo Latino Americano (the “IILA”) and the Organisation for Economic Co-operation and Development (the “OECD”) (individually a “Party” and together the “Parties”) sets out the conditions for co-operation between the IILA and the OECD, and its Development Centre, towards the achievement of the common objectives of fostering policy dialogue and further policy impact by enabling a larger platform of exchange for better resilient development strategies in the Latin American and Caribbean region, including through, and leveraging of the OECD Latin America and the Caribbean Regional Programme.

Any activities conducted under this MOU are subject to their inclusion in the Parties’ respective programmes of work and budgets and to the availability of funds. They shall be carried out in accordance with their respective rules and practices.

2. Areas of Co-operation

Drawing on subject matter expertise from across, and, where relevant, with, OECD Directorates, the collaboration of the Parties will focus on a number of substantive areas, which will include, but not be limited to:

- Sustainable Development and Circular Economy in the LAC region
- Territorial development in the LAC region
- SMEs and SME Policy in the LAC region
- Financial, economic and social policy in the LAC region

3. Forms of Co-operation

The Parties may co-operate by various means, which will include, but not be limited to:

- joint organisation of international events;
- joint research;
- joint events, workshops;
- exchange of information;
- participation of experts in meetings;
- exchange of staff, subject to separate written agreement between the Parties.

Any other specific joint activities will be reflected in separate written agreements that may be entered into by the Parties under this MOU. The general provisions agreed in the present MOU will apply, except as otherwise agreed by the Parties in such separate agreements.

4. Intellectual Property

The Parties recognise the importance of protecting and respecting intellectual property rights. This MOU does not grant the right to use any work created outside the framework of this MOU, of which one Party is the author or holds the intellectual property rights.

Any work created within the framework of this MOU of which one Party is the author or holds the intellectual property rights will remain the sole property of that Party, with the other Party having a licence to use that work for the purposes of this MOU.

Intellectual property rights over any joint work created by the Parties' collaborative activities under the MOU and of which both Parties are the authors will be jointly held by the Parties. Each of the Parties may use and reproduce this work separately, subject to an appropriate acknowledgement of the other Party's contribution to the work and provided that each Party will seek the written consent of the other before granting any license to a third party. Without prejudice to the above, any translation or joint publication will be subject to a separate written agreement by the Parties.

5. Disclosure

The Parties may disclose to the public this MOU and information with respect to activities carried out under this MOU in accordance with the Parties' relevant policies.

Any sharing of confidential information between the Parties will be subject to their respective policies and procedures relating to the disclosure of confidential information. Each Party will take any action to protect confidential and/or classified information of the other Party.

6. Responsibility

Each Party will be responsible for its activities and for its staff members, including for their acts and omissions. In particular, a Party will not be liable for any damage or injury suffered or caused by the other Party or that other Party's staff.

However, if a damage or injury arises out of or results from the actions carried out by one Party (the "First Party") or its staff, the First Party will hold the other Party and its staff harmless from any resulting claim or damages.

7. Name, marks, logos

Neither Party may use the name, marks or logos of the other Party without the prior written consent of the other Party. Upon termination or expiry of this MOU, the using Party shall immediately discontinue any use of the other Party's name, marks and logos.

8. Duration

This MOU will enter into effect upon signature by both Parties for a period of five years. It may be renewed for further periods, subject to a review of the results of the collaborative activities.

9. Termination

The MOU may be terminated by either Party by providing three months' prior written notice to the other Party.

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In such a case, the Parties will agree, as appropriate, on the steps to ensure that the activities initiated under the MOU are brought to a prompt and orderly conclusion.

10. Divergence of Views

Any divergence of views between the Parties arising out of or relating to this MOU, including interpretation or application of any provision therein, will be settled amicably by the Parties.

11. Status of the OECD and of the IILA

Nothing in this MOU shall be construed as a waiver of the privileges and immunities that the OECD and IILA enjoy as international organisations.

12. Key Points of Contact

Each Party designates below its representative with overall responsibility for implementing this MOU, including responsibility for formulating work plans for activities to be undertaken pursuant to it:

For the IILA: Gianandrea Rossi, Executive Director.

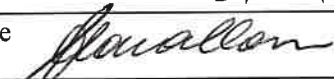
For the OECD: Mario Pezzini, Director of the OECD Development Centre, Special Advisor to the OECD Secretary-General on Development

13. Language

This MOU is drawn up in English and Spanish. In case of any inconsistency between the English and the Spanish versions, the English version will prevail.

The working language between the Parties, and the language of any separate written agreements that may be entered into by the Parties under this MOU, shall be English.

Done in four original copies (two in English and two in Spanish).

Istituto Italo Latino Americano (IILA)	The Organisation for Economic Co-operation and Development
Ms Antonella Cavallari Secretary General	Mr Angel Gurría Secretary-General
Date and place 09/04/2021	Date and place 09/04/2021
Signature 	Signature 