

**ACUERDOS BILATERALES/BILATERAL AGREEMENT/ACORDOS
BILATERAIS/ACCORDS BILATERAUX**

Clasificación:
Classification: 26-2021.

Classifacation:
Classificação:

Fecha de Ingreso:
Entry Date: March 30, 2021.
Date D'entrée:
Data de Admissão:

Nombre del Acuerdo:
Name of the Agreement: Cooperation agreement between the General Secretariat of the Organization of American States and Facebook, Inc.

Nom de L'accord:
Nome do Acordo:

Materia:
Subject: Establishment of a framework for cooperation mechanisms between Facebook and the GS/OAS in the promotion and consolidation of representative democracy, security development and human rights in OAS member States.

Sujet:
Materia:

Partes:
Parties Involved: GS/Facebook.
Parties:
Partes:

Referencia:
Reference: Facebook.
Référence:
Referência:

Fecha de Firma:
Signature Date: March 16, 2021

Date de la Signature:
Data de Assinatura:

Fecha de Inicio:
Start Date:
Date du Commencement:
Data de Início:

Fecha de Terminación:
End Date:
Date de Résiliation :
Data de Rescisão:

Lugar de Firma: Menlo Parc, California/ Washington, DC.
Place of Signature:
Lieu de la Signature:
Lugar de Assinatura:

Unidad Encargada:
Unit in Charge:
Unité Responsable:
Unidade Encarregada:

Persona Encargada:
Person in Charge:
Personne Responsable:
Pessoa Encarregada:

Cierre del Proceso:
Closure of Proceedings:
Clôture des Procédures:
Fechamento do Processo:

Notas Adicionales/ Additional Notes/ Notes Supplémentaires/ Notas Adicionais:

**COOPERATION AGREEMENT
BETWEEN
THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES
AND
FACEBOOK, INC.**

THE PARTIES TO THIS COOPERATION AGREEMENT, the General Secretariat of the Organization of American States (hereinafter "GS/OAS") a public international organization, with headquarters at 1889 F Street, N.W., Washington, D.C., 20006, represented by its Secretary General, Mr. Luis Almagro, and Facebook, Inc. and its Affiliates (as defined below) (hereinafter "FACEBOOK"), a Delaware corporation located at One Hacker Way, Menlo Park, CA 94025, represented by Nick Clegg, VP of Global Affairs and Communications,

CONSIDERING:

That, through the Charter of the Organization of American States (hereinafter "OAS"), the Member States established the OAS "to achieve an order of peace and justice, to promote their solidarity, to strengthen their collaboration, and to defend their sovereignty, their territorial integrity, and their independence";

That the GS/OAS uses a four-pronged approach to effectively implement the essential purposes established by the OAS Charter based on its main pillars: democracy, human rights, security, and development;

That "[e]ssential elements of representative democracy include, *inter alia*, respect for human rights and fundamental freedoms, access to and the exercise of power in accordance with the rule of law, the holding of periodic, free, and fair elections based on secret balloting and universal suffrage as an expression of the sovereignty of the people, the pluralistic system of political parties and organizations, and the separation of powers and independence of the branches of government", as stated in Article 3 of the Inter-American Democratic Charter (hereinafter "IADC");

That "[t]ransparency in government activities, probity, responsible public administration on the part of governments, respect for social rights, and freedom of expression and of the press are essential components of the exercise of democracy", as stated in Article 4 of the IADC;

That "[d]emocracy and social and economic development are interdependent and are mutually reinforcing", as stated in Article 11 of the IADC;

That the Parties recognize the potential contribution that sustained collaboration and information sharing between FACEBOOK and the GS/OAS (hereinafter referred to as the "Parties") may bring to the fields of democracy, human rights, security, and development;

That the Parties affirm the importance of coordinating the efforts of both Parties to attain their common objectives; and

That the GS/OAS is the central and permanent organ of the OAS and is authorized to carry out relations of cooperation in accordance with Article 112(h) of the Charter and OAS General Assembly Resolution AG/RES. 57 (I-O/71),

HAVE AGREED as of March 16, 2021 (the "Effective Date") to enter into this Cooperation Agreement ("Agreement").

ARTICLE I PURPOSE

1.1. The purpose of this Agreement is to establish a framework for cooperation mechanisms between FACEBOOK and the GS/OAS in the promotion and consolidation of representative democracy, security, development and human rights in OAS Member States.

1.2 For purposes of this Agreement, "Affiliates" means an entity which, directly or indirectly, owns or controls, is owned or is controlled by or is under common ownership or control with Facebook, Inc. As used herein, "control" means the power to direct the management or affairs of an entity, and "ownership" means the beneficial ownership of 50% or more of the voting equity securities or other equivalent voting interests of the entity.

ARTICLE II SPECIAL COOPERATION RELATIONS

2.1. The Parties shall consider developing special cooperation relations in areas of common interest through supplementary agreements, memoranda of understanding, or an exchange of letters (each, a "Definitive Agreement") in accordance with Article 2.3 of this Agreement, any or all of which may take into account:

- a. The development and implementation of joint research projects;
- b. The exchange of bibliographic materials and access to aggregated data sets and general information;
- c. The exchange of documents and specific information in relation to work programs that are of interest to each of the Parties;
- d. The exchange of professional personnel to strengthen study and research programs;
- e. Joint meetings to address matters of common interest; and
- f. Dissemination of documents and outreach activities to foster the understanding of matters of common interests.

2.2. Any Definitive Agreement entered into pursuant to Article 2.3 below shall be governed by the terms of this Agreement, except to the extent the Definitive Agreement contains supplementary or conflicting terms as those in this Agreement, in which case such supplementary or conflicting terms in the Definitive Agreement will control.

2.3. Once the Parties have determined what programs, projects, and/or activities are to be implemented and the corresponding authorizations and funds have been obtained, the Parties shall negotiate, and use good faith efforts to conclude, a Definitive Agreement containing the applicable terms and conditions for each program, project, and/or activity. Each such Definitive Agreement shall be signed by the duly authorized representatives of the Parties and should, but is not required to, specify in detail, the following:

- a. The agreed-upon program, project, and/or activity;
- b. The objectives sought;
- c. The dependencies of each of the Parties that will execute the program, project, and/or activity;
- d. The work plan: stages, planning, and chronology of development;
- e. The budget and the human and material resources required by the program, project, and/or activity, specifying the financial responsibilities and contributions of each Party (indicating the nature and the amount), the schedule of the contributions and, as required, the property of the material resources that are acquired;
- f. A provision relating to the coordination, notification, and follow-up of the program, project, and/or activity; and
- g. A provision acknowledging this Agreement as the programmatic and juridical framework for the program, project or activity.

ARTICLE III FINANCIAL PROVISIONS

3.1. Without prejudice to what the Parties may provide in a Definitive Agreement entered into pursuant to this Agreement for the joint implementation of programs, projects, and/or activities, this Agreement in and of itself does not create obligations of a financial nature for either of the Parties.

ARTICLE IV COORDINATION AND NOTICE

4.1. Within the GS/OAS, the dependency responsible for coordinating GS/OAS activities under this Agreement is the Office of the Secretary General and the Coordinator is Ambassador Gonzalo Koncke, Chief of Staff of the Secretary General. Notifications and communications should be directed to the Coordinator at the following street address, fax and electronic mail:

General Secretariat of the OAS
Gonzalo Koncke

Chief of Staff of the Secretary General
17th Street and Constitution Ave., N.W.,
Washington, D.C. 20006, USA
Tel.: (1-202) 370-0300
Fax: (1-202) 458-6826
Electronic Mail: GKoncke@oas.org

4.2. The dependency responsible within FACEBOOK for coordinating the activities under this Agreement is the Department of Public Policy, and the Coordinator is Mr. Pedro Less Andrade, Director of Public Policy for Latin America. Notifications and communications should be directed to the Coordinator at the following street address and electronic mail:

Pedro Less Andrade
Director of Public Policy, LATAM
Facebook, Inc.
Tucuman 1, 9th floor
Ciudad de Buenos Aires, C1048
Argentina
pedroless@fb.com

with a copy to (for notices of a legal nature):
Facebook, Inc.
One Hacker Way
Menlo Park, CA 94025
legal-notices@fb.com

4.3. All communications and notifications under this Agreement will be validly made only when they are sent by mail or electronic mail addressed to the Coordinators whose names are set out in Articles 4.1 and 4.2, above and, in the case of legal notices to FACEBOOK, to the FACEBOOK address set forth above. When the communications and notifications are transmitted by electronic mail, they shall be valid when they are sent directly from the electronic address of the Coordinator of one of the Parties to the electronic address of the Coordinator of the other and, in the case of legal notices to FACEBOOK, to the electronic address set forth above.

4.4. Either Party may change the responsible dependency, the designated Coordinator, the address, telephone or electronic mail indicated by notifying the other Party in writing.

4.5. Each Definitive Agreement shall specify the names and contact information of the coordinators responsible on behalf of each Party for the general administration of those programs, projects, and activities.

ARTICLE V PRIVILEGES AND IMMUNITIES

5.1. Nothing in this Agreement constitutes an express or implied waiver of the privileges and immunities of the OAS or the GS/OAS, its personnel and its assets pursuant to the following provisions and instruments ratified by the Government of the United States of America: Articles 133, 134 and 136 of the OAS Charter, whose instrument of ratification was deposited by the Government of the United States of America the 19 of June of 1951; the International Organizations Immunities Act (22 U.S.C. §§ 288 et seq.); the Headquarters Agreement Between the Organization of American States and the Government of the United States of America, signed the 14 of May of 1992; other relevant agreements; applicable national law; or the general principles and practices of international law.

ARTICLE VI DISPUTE RESOLUTION

6.1. Any dispute that arises in connection with the application or interpretation of this Agreement shall be resolved by direct negotiation between the Parties. If the Parties are unable to reach a mutually satisfactory solution, they shall submit the matter to a mutually agreed upon procedure of arbitration. The decision shall be final and binding and not subject to appeal. The Parties will use good faith efforts to apply the dispute resolution processes in this Article VI to any Definitive Agreement.

ARTICLE VII CONFIDENTIALITY

7.1. The Parties have entered into a Non-Disclosure Agreement ("NDA") dated as of May 21, 2020, which will govern the disclosure and use of any confidential and/or proprietary information disclosed during the course of these discussions. The Parties agree that no press release or other public announcement related to this Agreement or any Definitive Agreements will be made without prior review and written agreement of GS/OAS and FACEBOOK.

ARTICLE VIII GENERAL PROVISIONS

8.1. The Parties intend to observe the highest ethical standards as well as administrative and programmatic transparency in all actions and activities related to this Agreement. In addition, the GS/OAS, to the extent applicable and without prejudice to its privileges and immunities referred to in Article V, and FACEBOOK intend to comply with the provisions of the Inter-American Convention Against Corruption and in the applicable norms of the country in which the programs, project and/or activities are executed in accordance with Article 2.3. Failure to comply with this provision shall constitute grounds for anticipatory termination of this Agreement, pursuant to Article 8.5.

8.2. This Agreement is non-exclusive. The GS/OAS will in no way give preference to FACEBOOK over other businesses or organizations.

8.3. Neither Party shall use the trademarks, trade names, service marks, service names, brand names, domain names, logo, or any other licensed mark or intellectual property of the other Party in any way without prior written consent.

8.4. Modifications to this Agreement may only be made by mutual agreement in writing by the duly authorized representatives of the Parties. The instruments in which the modifications are set out shall be attached as annexes to this Agreement and shall form part of it.

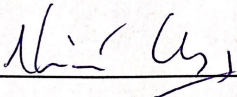
8.5. This Agreement shall enter into force upon signature by the duly authorized representatives of the Parties and shall remain in force in accordance with Article 8.6.

8.6. This Agreement may be terminated by mutual consent or by either of the Parties by written notice from one to the other with not less than thirty (30) days' notice. Notwithstanding the termination of this Agreement, any Definitive Agreement referred to in Article 2.3 that the Parties have signed and that have been duly financed shall be continued to completion unless the Parties mutually decide otherwise.

8.7. Articles V, VI, VII, and this Article 8.7, shall survive the expiry or the termination of this Agreement.

IN WITNESS WHEREOF, the undersigned, being duly authorized, have entered into this Agreement as of the Effective Date and have signed this Agreement in duplicate on the date and at the place indicated below:

FOR FACEBOOK:



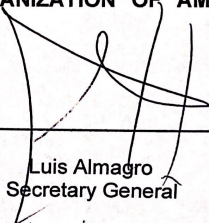
Nick Clegg

VP of Global Affairs and Communications

Place: Menlo Park, CA, USA

Date: March 8th 2021

**FOR THE GENERAL SECRETARIAT OF
THE ORGANIZATION OF AMERICAN
STATES:**



Luis Almagro
Secretary General

Place: Washington, DC

Date: March 16, 2021