



MEMORANDUM OF UNDERSTANDING

This Nonbinding Memorandum of Understanding ("MOU") is made by and between the International Society for Technology in Education ("ISTE") and Virtual Educa (ISTE and Virtual Educa are referred to together as the "Participants"), and sets forth the terms and understanding of the education collaboration the Participants are intending to develop over the forthcoming years.

1. Non-Binding Memorandum of Understanding

Except for the confidentiality obligations set forth in Section 6, which are binding on the Participants, this MOU is not binding or legally enforceable, imposes no enforceable obligations upon the Participants and does not grant any rights. This MOU outlines the intended framework for a future agreement or agreements between the Participants, which will be collectively referred to herein as the "Agreement." The Participants and signatories to this MOU acknowledge that the future Agreement will be subject to approval of and signature by appropriate officers of the Participants.

2. Background

ISTE was established in 1979 as a nonprofit, non-governmental international professional organization and learned society with the mission of "advancing excellence in learning and teaching through innovative and effective uses of technology." ISTE provides thought leadership, advocacy, and capacity building for transforming and modernizing education through effective practices in the use of technology for learning and modern schooling.

Virtual Educa is a multilateral cooperation initiative on innovation in Education for social inclusion and sustainable development. It was established in 2001 by the Organization of American States (OAS), through the Institute of Advanced Studies for the Americas (INEAM), based in Miami. The signing institutions of its framework agreement, dated December 2nd, 2003, were the OAS, the Ibero American General Secretariat (SEGIB) and the Distance University of Spain (UNED).

(Virtual Educa has a special status at the OAS, derived both from its multilateral profile as well as its operational and financial autonomy, allowing it to adapt the execution times, mainly for the organization of the symposia and forums.)

Both Participants are committed to the educational development of schools, teachers and students in education, with a specific focus on contemporary educational technology thinking including, but not limited to, the pedagogical development of teachers and the creation of educational technology learning environments for students.

3. Purpose

The purpose of the MOU is to facilitate the Participants' development of a lasting and sustainable educational technology collaboration. This collaboration is intended to be a joint endeavor for the mutual gain of both Participants and their members.

ISTE will endeavor to support Virtual Educa in achieving its mission of promoting innovation in education and training in order to enable inclusion, to maximize competitiveness and to achieve a higher level of development, with special emphasis on Latin America and the Caribbean.

Virtual Educa will endeavor support ISTE in achieving its mission of advancing excellence in

learning and teaching through innovative and effective uses of technology.

4. Activities

The above two purposes are expected to be accomplished by undertaking the following activities which may change during further negotiations between the Participants:

- A. ISTE will officially acknowledge Virtual Educa as a collaborator with ISTE in this endeavor and will recognize Virtual Educa on its website (iste.org) and at appropriate official functions.
- B. Virtual Educa will officially acknowledge ISTE as collaborator with Virtual Educa in this endeavor and will recognize ISTE on its website and at appropriate official functions
- C. Each Participant will provide the other with written guidelines for branding and appropriate use of the Participant's name, logo, logotype, trademarks, trade names, service marks, or other proprietary marks ("Marks"). Each Participant will retain the right, in its sole discretion, to review and determine if usage of its Marks by the other Participant is appropriate. This MOU does not convey any right to use the other Participant's Marks.
- D. Virtual Educa will support ISTE with the implementation of the ISTE Standards and Essential Conditions with its member organizations.
- E. Virtual Educa may share its knowledge about international events, conferences and markets, and ISTE may share its views on educational technology, its development, role and growing importance.
- F. ISTE, upon request and if possible, will support Virtual Educa for its educational technology conference initiatives either under an open collaborative basis or by separate agreement when applicable. This could be either coupled with an existing Virtual Educa events or even a new upcoming event. ISTE will include Virtual Educa's annual event on in its Calendar of Events published on the association's website (iste.org). Virtual Educa will include ISTE Conference & Expo in its Calendar of Events published on the association's website.
- G. Virtual Educa will support ISTE by promoting the annual ISTE Conference & Expo to its members by sending two promotional emails (send dates to be determined) on ISTE's behalf to Virtual Educa members. ISTE will in turn promote Virtual Educa's major annual event to its members by promoting twice within ISTE's social communities (Facebook and Twitter – dates for posts to publish are to be determined) and by sending one email to a segmented list of ed tech business leaders from the ISTE database (send date to be determined). These efforts will be of assistance and value to the memberships of both organizations.
- H. ISTE may advise and consult with Virtual Educa on the ISTE Seal of Alignment process under separate agreement. Virtual Educa will share its experience on the Virtual Educa awards with ISTE to mutual benefit. Both organizations may promote each other's initiative to their members.
- I. ISTE will provide updated versions of the ISTE Standards from time to time. Virtual Educa may use and/or reference the ISTE Standards in their work, after securing the appropriate ISTE Permissions from ISTE, and agrees to adhere to the ISTE Permissions and Copyright Guidelines, to be provided to Virtual Educa by ISTE. Virtual Educa will credit ISTE as the developer and publisher of these standards and other ISTE copyrighted materials used with permission in this endeavor.

- J. Virtual Educa and ISTE may provide and exchange information and resources to help meet any or all of the above goals.
- K. Virtual Educa and ISTE may collaborate together in the implementation of programs, including any training courses as agreed by the Participants.

5. Reporting

Both Participants agree that communication between Participants should occur at a minimum of every 6 months for the duration of the MOU, and intend to report on the Activities listed above.

6. Mutual Confidentiality Clause

- A. **Protect Confidential Information.** The receiving Participant (the "Receiving Participant") will keep confidential all nonpublic information ("Confidential Information") of the disclosing Participant (the "Disclosing Participant"), and will also cause its directors, officers, employees and agents to keep the Disclosing Participant's Confidential Information confidential.
- B. **No Disclosure.** The Receiving Participant will not disclose the Confidential Information to any third party except with the prior written approval of the Disclosing Participant or as required by law.
- C. **Permitted Use of Confidential Information.** All information disclosed between the two Participants is to be used only for express purpose of furthering this MOU. If the Receiving Participant intends to use information disclosed by the Disclosing Participant for any purpose other than in furtherance of this MOU, then the Receiving Participant must first obtain the written approval of the Disclosing Participant.
- D. **No Transfer.** Confidential Information is the exclusive property of the Disclosing Participant, and this MOU does not grant or transfer any right or license in the Confidential Information to the Receiving Participant.
- E. **No Warranty or Liability.** The Confidential Information is provided "as is" and without warranty of any kind. In no event will the Disclosing Participant be liable for the accuracy or completeness of the Confidential Information.
- F. **Return of Confidential Information.** Upon termination of this MOU and at any other time upon the request of the Disclosing Participant, the Receiving Participant will return all Confidential Information in its possession to the Disclosing Participant.
- G. **Continuing Obligations.** The obligations in this Section will continue beyond the termination of this MOU for so long as the Receiving Participant possesses Confidential Information of the Receiving Participant.
- H. **Governing Law and Dispute Resolution.** The provisions of this Section 6 will be governed, interpreted, and enforced in accordance with the laws of the state of Oregon, U.S.A., exclusive of its provisions on conflicts of laws. The Participants acknowledge that breach of this Section 6 will cause the other Participant substantial and irreparable harm for which monetary damages alone would not adequately compensate. The Participants may seek relief for breach of this Section 6 in any court having jurisdiction.

7. Funding

This MOU is not a commitment of funds by either Participant.

8. Duration

This MOU shall become operational upon signature by the authorized officials from ISTE and Virtual Educa and will remain operational until 3 years from the date of signing or, if earlier, the date the MOU is terminated by either Participant.

9. Termination

This MOU may be terminated at any time by either Participant by giving notice in writing.

10. Amendments

This MOU may be modified at any time prior to termination, by mutual consent of the authorized officials from ISTE and Virtual Educa.

11. Counterparts

This MOU has been prepared and may be executed in multiple counterparts, as well as via facsimile or electronically transmitted signature.

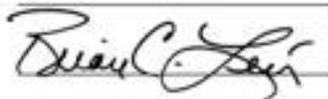
12. Representation of Authority

Each of the Participants represents that the person signing this MOU on its behalf is authorized to act on its behalf.

ISTE:

ISTE

Authorized Signature:



Date:

April 17, 2015

Print name:

Brian C. Lewis

Title:

Chief Executive Officer

Address:

1530 Wilson Blvd.,
Suite 730,
Arlington, VA 22209

Other

Participant:

Virtual Educa

Authorized Signature:



Date:

April 22, 2015

Print name:

Jose Maria Anton

Title:

Secretary General

Address:

Organization of American States
1889 F Street, NW Suite 765
Washington, D.C. 20006