

Perkins



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MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (“MOA”) is made and entered into this ___ day of October, 2014 (“Agreement”), between Perkins School for the Blind, located at 175 North Beacon Street, Watertown, MA 02472 (“Perkins”) and Arevatsag NGO, P. Sevak Str. Building 1, House 70, Gyumri, Armenia (“Arevatsag”) and the Gyumri State Pedagogical Institute, 4P. Sevak Str., 3126, Gyumri, Armenia (“GSPI”).

RECITALS

WHEREAS, Perkins provides education and services for children and adults around the world who are blind, deafblind or visually impaired;

WHEREAS, Arevatsag shares the mission and objectives of Perkins and provides services and programs in Armenia for individuals who are visually impaired;

WHEREAS, Perkins and Arevatsag warrant that they are qualified and competent to work with each other in connection with the development of programs and seminars to benefit individuals who are visually impaired;

WHEREAS, Perkins and Arevatsag will work with and hold seminars at the Gyumri State Pedagogical Institute in Armenia;

NOW, THEREFORE, for and in consideration of the agreement made, the parties agree to the following.

ARTICLES

ARTICLE I. SCOPE OF SERVICES

Perkins, Arevatsag and the GSPI will collaborate and share educational resources for the purposes of coordinating and teaching seminars for teachers who will work with children who are visually impaired. The seminars will be held at the GSPI in Armenia. The parties will use their best efforts in collaborating and working under this Agreement.

ARTICLE II. TERM

Commencement of the work shall be on the date of execution of this Agreement. This Agreement shall terminate upon written notice of termination in accordance with Article VII.

ARTICLE III. INDEMNIFICATION

The parties and their respective employees and agents shall indemnify, defend and hold each other harmless against all losses, claims, or expenses to the extent arising out of the other party's negligent actions, omissions, errors or willful misconduct or violations of law.

ARTICLE IV. INTELLECTUAL PROPERTY

The parties retain all right, title and interest in and to any of their intellectual property, including all worldwide intellectual property, proprietary rights, copyrights and trademark rights. The parties are not granted any rights in or to other parties' intellectual property.

ARTICLE V. COMPLIANCE WITH APPLICABLE LAWS

Perkins, Arevatsag and GSPI shall comply with all applicable U.S. and Armenian laws.

ARTICLE VI. ANTI-CORRUPTION

The parties warrant and covenant that they cannot and will not, under any circumstances, make, offer, promise, or authorize a payment or gift of money or anything of value (including, but not limited to, any loan, reward, advantage or benefit of any kind) to (i) a Government Official, (ii) a family member of a Government Official, or (iii) to any other person or entity with the knowledge or belief that such thing of value might subsequently be given to a Government Official or a family member thereof for purposes of obtaining or retaining business, or obtaining a business advantage, for each other or any other party; the parties warrant and covenant that they cannot and will not assign any right to compensation or reimbursement from each other to any third party; the parties warrant and covenant that they must keep complete and accurate books and records related to its services and activities; the parties warrant and covenant that they will, upon request, make its books and records available to each other or their designees for inspection to verify compliance with applicable anti-corruption laws, including the U.S. Foreign Corrupt Practices Act; the parties warrant and covenant that they will notify each other immediately of any request received by them to make, authorize or facilitate a payment of money or anything of value in violation of applicable anti-corruption laws; no personnel of any parties are Government Officials or family members of a Government Official and if any personnel becomes a Government Official during the term of the Agreement, the relevant party will promptly inform the other parties; the parties warrant that neither they nor any of their personnel have been implicated, accused, investigated, charged, arrested, or prosecuted for bribery or making corrupt payments to any Government Official in the last five years; the parties warrant that neither they nor any of their personnel have been fined, penalized, or convicted for

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any violation of any applicable anti-corruption laws in the last five years; and the parties warrant that neither they nor any of their personnel are currently under investigation for alleged corruption, bribery or fraud.

ARTICLE VII. TERMINATION

Any party hereto may terminate this Agreement for any reason or without reason by giving sixty (60) days written notice to the other party.

ARTICLE VIII. RELATIONSHIP BETWEEN THE PARTIES

The parties acknowledge that in the performances of the work, each party, and any employees and agents thereof, shall act in an independent capacity and that they will not hold themselves out as a partner or joint venturer of the other party and that this Agreement is not intended and does not create an employment, partnership, joint venture or any other type of relationship.

ARTICLE IX. JURISDICTION AND VENUE

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the United States, without giving effect to the conflicts of law principles thereof.

The parties to this Agreement agree that any disputes arising out of or in connection with the provisions of this Agreement, including any question regarding its validity, existence or termination, shall be referred to and finally settled by arbitration under the Rules for Arbitration of the International Chamber of Commerce ("Arbitration Rules"), which Arbitration Rules are deemed to be incorporated by reference into this Article XIII. The seat or legal place of arbitration shall be London and the language to be used in arbitral proceedings shall be English.

ARTICLE X. ASSIGNMENT

The rights, responsibilities and duties under this Agreement are personal to the parties and must not be transferred or assigned without the express prior written consent of the other party.

ARTICLE XI. AMENDMENT

This Agreement may be amended or modified only by written agreement of all parties.

ARTICLE XII. COUNTERPARTS

This Agreement may be signed by the Parties in as many counterparts as may be necessary, each of which will be deemed to be an original and such counterparts constitute one instrument.

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ARTICLE XIII. NOTICES

All notices shall be given to Perkins at the following address: **Dennis Lolli, Perkins School for the Blind, 175 North Beacon Street, Watertown, MA 02472.** Notices shall be given to Arevatsag at the following address: **Ruzanna Avagyan, Arevatsag NGO, P.Sevak Str. Building 1, House 70, Gyumri, Armenia.** Notices shall be given to GSPI at the following address: **Vardevan Grigoryan, Gyumri State Pedagogical Institute, 4P. Sevak Str.,3126, Gyumri, Armenia.**

IN WITNESS WHEREOF, the parties have executed this Agreement on the last date written below.

PERKINS: PERKINS SCHOOL FOR THE BLIND

By: W. David Power
Name: W. David Power
Date: 10/31/14

AREVATSAG: AREVATSAG NGO

By: Ruzanna Avagyan
Name: Ruzanna Avagyan
Date: _____

GSP: GYUMRI STATE PEDAGOGICAL INSTITUTE

By: Vardevan Grigoryan
Name: Vardevan Grigoryan
Date: _____