

Partnership Agreement

The Geneva Learning Foundation (TGLF)

and

Inter-American Institute for Global Change Research (IAI)

This Partnership Agreement (hereinafter referred to as the “Agreement”) is executed by and between:

The Geneva Learning Foundation, a non-profit foundation organized under the laws of Switzerland with its registered office at avenue Louis Casaï 18, CH-1209 Geneva, Switzerland

(“TGLF” or the “Foundation”)

And

Inter-American Institute for Global Change Research, an intergovernmental organization established by treaty among American states with its registered office at Edificio 104, Ciudad de Saber, Panama (hereinafter referred to as “IAI”)

collectively referred to as the “Partners”.

WHEREAS:

IAI is an intergovernmental organization with 19 member states across the Americas, whose mission includes developing capacity for understanding global change impacts and promoting collaborative research and informed action. IAI operates programs in global change science, transdisciplinary research coordination, science diplomacy, and capacity building across multiple thematic areas including but not limited to climate and health, environmental sustainability, ocean science, tropical forests, migration and mobility.

TGLF develops and scales peer learning approaches that achieve measurably better outcomes in health and humanitarian contexts. TGLF has nurtured a network of over 70,000 health practitioners globally and works with countries and global partners on diverse health topics including climate and health, equity, decolonization of global health, immunization, mental health and psychosocial support, non-communicable diseases, and humanitarian response.

Both organizations share commitment to transdisciplinary and participatory approaches, multilingual accessibility, community engagement, equity and justice, and evidence-based action to address global challenges, particularly through strengthening connections between research, practice, and policy.

IAI and TGLF wish to cooperate by combining IAI’s regional networks and expertise with TGLF’s proven peer learning methodologies to scale capacity building across the Americas in areas of mutual interest and shared expertise.

NOW, THEREFORE, the Partners agree as follows:

Article 1. Scope and objectives

The Partners agree to collaborate in thematic areas that fall within both organizations’ mandates, missions, and strategic priorities.

Initial collaboration focuses on climate and health, with potential expansion to other areas of mutual interest including but not limited to:

- Environmental health and sustainability.
- Health equity and social determinants of health.
- Decolonization of knowledge systems and participatory research methodologies.
- Science diplomacy and evidence-based policy development.
- Transdisciplinary research coordination and knowledge translation.
- Capacity building for health systems strengthening.
- Any other thematic area where both organizations have expertise and strategic interest.

Article 2. Collaborative activities

The Partners may undertake collaborative activities including:

- **Content adaptation and translation** of educational materials into Spanish, Portuguese, French, and other relevant languages for regional dissemination.
- **Joint educational initiatives** including peer learning sessions, courses, and capacity building programs connecting researchers, practitioners, and policy makers.
- **Integration with existing programs** to amplify reach and impact through both organizations' established networks and partnerships.
- **Regional capacity building** for peer learning facilitation and transdisciplinary research coordination.
- **Knowledge translation activities** that bridge research-practice-policy gaps across relevant thematic areas.
- **Joint advocacy and communications** on shared priorities and evidence-based solutions.
- **Research collaboration and insights sharing** where TGLF provides experiential data and frontline observations from practitioner networks to inform IAI's research priorities, evidence base, and policy recommendations.
- **Two-way learning initiatives** that connect IAI's scientific expertise with TGLF's community-level insights to enhance both research relevance and implementation effectiveness.

Specific activities for each thematic area will be detailed in separate implementation annexes as collaborations develop.

Article 3. Mutual commitments

IAI endeavors to:

- Lead dissemination and promotion across IAI's networks in 19 member states, including government officials, researchers, and practitioners.
- Provide regional expertise for cultural adaptation of content and activities to Latin American and Caribbean contexts.
- **Support language accessibility, whenever possible.**
- Facilitate government and institutional engagement through IAI's intergovernmental status and established relationships.
- Integrate collaborative activities with IAI's existing programs including transdisciplinary research training, science diplomacy initiatives, and fellowship programs.
- Utilize insights and experiential data from TGLF practitioner networks to inform IAI's research priorities, policy recommendations, and evidence-based advocacy with member state governments.
- Provide scientific expertise and policy context to validate and enhance the relevance of community-level observations and solutions shared through TGLF networks.

TGLF endeavors to:

- Facilitate access to proven peer learning platforms, communities, and networks across relevant thematic areas.
- Share existing educational content, activities, and curricula for adaptation and translation as appropriate.
- Share its open-source frameworks and outcome tracking systems to measure value, learning culture, and attribute improved outcomes to peer learning activities.
- Connect Partner networks with TGLF's global practitioner communities for cross-regional learning.

- Share insights and experiential data from TGLF's network of 70,000+ practitioners for research, policy development, and evidence-based decision making, while respecting participant confidentiality and data protection requirements.
- Facilitate access to community-based observations and community-level solutions that can inform IAI's research priorities, policy recommendations, and science diplomacy initiatives.

Article 4. Coordination and communication

- **Primary coordination** through designated focal points with email communication and periodic check-ins as needed for active collaborations.
- **Activity-specific coordination** through project-level communication as required for implementation.
- **Decision-making** through consensus between focal points, with escalation to leadership only when necessary.
- **Annual partnership review** to assess collaboration outcomes and identify future opportunities.

Article 5. Financial framework

This partnership operates on a co-funding model where both partners contribute resources commensurate with their capacity and benefit received.

Each partner covers own staff costs and operational expenses. Shared costs for specific activities will be negotiated per activity with contribution levels reflecting the nature and scope of each collaboration.

Partners agree to explore joint fundraising opportunities when mutual interest exists and may develop joint proposals for activities requiring external funding.

Article 6. Principles

All collaborative activities shall be guided by the following principles:

- **Partnership equality** with mutual benefit and shared decision-making.
- **Cultural responsiveness** with adaptation to local contexts, languages, and knowledge systems.
- **Government ownership** strengthening existing systems rather than replacing them.
- **Sustainability focus** building lasting capacity within existing networks and institutions.
- **Multilingual accessibility** prioritizing Spanish, Portuguese, English, and French as appropriate.
- **Evidence-based adaptation** with attention to outcomes, learning, and continuous improvement.
- **Equity and inclusion** ensuring diverse participation and benefit across geographic regions and communities.
- **Transdisciplinary integration** bridging scientific, policy, and practice communities.

Article 7. Organizational focal points

For TGLF: Reda Sadki, Executive Director
Email: reda@learning.foundation

For IAI: Anna Stewart Ibarra, Executive Director
Email: anna.stewart@dir.iai.int

Additional focal points may be designated for specific thematic areas or activities as collaborations develop.

Article 8. Intellectual property

- **Pre-existing materials:** Each partner retains full ownership of materials, methodologies, and intellectual property developed prior to this agreement or independently outside collaborative activities.

- **Jointly developed materials:** Materials created collaboratively under this agreement shall be jointly owned, with each partner having irrevocable, non-exclusive, perpetual, worldwide rights to use, modify, distribute such materials for non-commercial purposes, and create derivative works from such materials. Neither partner may restrict the other's use of jointly developed materials.
- **Irrevocable license:** Upon creation of any joint material, each partner grants the other an irrevocable, non-exclusive, royalty-free, perpetual license to use such material for non-commercial purposes, which license shall survive termination of this agreement and cannot be revoked for any reason, including partnership disputes or termination.
- **Individual use rights:** Each partner may use jointly developed materials independently for their own organizational purposes, including modification, translation, and distribution for non-commercial purposes without requiring ongoing consent from the other partner, provided proper attribution is maintained.
- **Protection of published content:** Neither partner may require removal of jointly developed materials already published, distributed, or made publicly available in any format or platform, regardless of disputes or termination. Each partner retains irrevocable rights to maintain such published materials in existing locations, though future distribution of new copies may be subject to dispute resolution procedures.
- **Attribution requirements:** All use of jointly developed materials must include appropriate attribution to both organizations and any other contributing institutions. Attribution requirements survive termination of this agreement.
- **Third party rights:** Neither partner may license jointly developed materials to third parties in ways that would restrict the other partner's rights under this agreement.
- **Dispute resolution:** Any disputes regarding intellectual property rights shall not affect either partner's irrevocable license to use jointly developed materials while disputes are being resolved.

Article 9. Confidentiality, data protection, and research ethics

Partners will protect confidential information and respect data ownership, with each organization retaining control of their participant networks and data while ensuring compliance with applicable privacy regulations. All collaborative activities involving research, data collection, or insights generation shall adhere to internationally recognized research ethics standards, including informed consent for research use, participant protection and right to withdrawal, cultural sensitivity and respect for local knowledge systems, transparent reporting of methods and limitations, and benefit sharing of research outputs with participating communities in accessible formats.

Article 10. Use of logos

Partners may use each other's logos in materials directly related to collaborative activities under this agreement.

Article 11. Term and termination

- **Duration:** This agreement remains in effect for three years from signing, with automatic renewal for additional one-year periods unless terminated with 90 days written notice.
- **Termination procedures:** Either partner may terminate this agreement with 90 days written notice. Termination shall not affect ongoing activities that are substantially underway, which shall continue to completion unless both parties agree otherwise.
- **Wind-down period:** Upon notice of termination, parties shall cooperate in good faith for a reasonable wind-down period not to exceed six months to complete ongoing activities and ensure appropriate transition for participants.
- **Ongoing obligations:** Termination does not affect previously established intellectual property rights, confidentiality obligations, or attribution requirements, which continue in perpetuity.

- **Use of materials post-termination:** Each partner retains irrevocable rights to use jointly developed materials as specified in Article 8, regardless of the reason for termination or any disputes between the parties.

Article 12. Amendment and dispute resolution

- **Amendments** to this framework agreement require written agreement signed by both organizations.
- **Activity-specific modifications** may be made through email confirmation between the authorized representatives of both organizations.
- **Dispute resolution** will be addressed through direct consultation and negotiation in good faith, and if unresolved, by a mutually agreed method of arbitration.

Article 13. Limitation of liability

Neither partner shall be liable to the other for any indirect, incidental, special, consequential, or punitive damages arising out of this agreement, regardless of the theory of liability. Each partner's total liability under this agreement shall not exceed the amounts actually contributed by that partner to collaborative activities.

Article 14. Survival

The following provisions shall survive termination of this agreement: intellectual property rights and licenses (Article 8), confidentiality obligations (Article 9), attribution requirements, limitation of liability (Article 13), and dispute resolution procedures (Article 12).

Article 15. Assignment and transfer

Neither partner may assign or transfer its rights or obligations under this agreement without the prior written consent of the other partner, except that each partner may assign this agreement to a successor organization in the event of merger, acquisition, or similar corporate restructuring.

Article 16. Relationship of parties

This agreement does not create a joint venture, partnership, employment relationship, or agency between the parties. Neither party has authority to bind the other or act on behalf of the other except as specifically authorized in writing.

Article 17. Compliance with laws

Each partner shall comply with all applicable laws, regulations, and professional standards in the performance of activities under this agreement, including but not limited to data protection, export control, anti-corruption, and sanctions regulations.

Article 18. Notices

All formal notices under this agreement shall be in writing and delivered to the focal points designated in Article 7. Routine communications may continue via email or other electronic means.

Article 19. Entire agreement

This agreement, together with any implementation annexes, constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior negotiations, representations, and agreements relating to such subject matter.

Article 20. Force majeure and adaptation

Recognizing the dynamic nature of global challenges and organizational priorities, partners commit to flexible adaptation of activities while maintaining core partnership principles and objectives.

IN WITNESS WHEREOF, the Partners execute this Agreement.

The Geneva Learning Foundation	Inter-American Institute for Global Change Research
Date and location: 2025-08-26 Geneva	Date and location: 2025-08-26 Panama City
<i>Reda Sadki</i>	<i>Anna Stewart Ibarra</i>
Name and title	Name and title
Reda Sadki, Executive Director	Anna Stewart ibarra, Executive Director