

## ACUERDOS BILATERALES

Clasificación: 08-2009

Fecha de Ingreso: February 27, 2009

Nombre del Acuerdo: Agreement between the General Secretariat of the OAS and Loyola College of Maryland for the OAS Human Development Programs

Materia:

Partes: GS/OAS & Loyola College of Maryland

Referencia: LCM

Fecha de Firma: December 23, 2008

Fecha de Inicio:

Fecha de Terminación:

Lugar de Firma:

Unidad Encargada: Department of Human Development

Persona Encargada:

Original:

Claves:

Cierre del proceso:

Notas adicionales:



LOYOLA COLLEGE IN MARYLAND

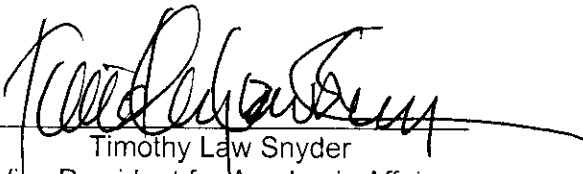
— 1852 —

DELEGATION OF AUTHORITY

AGREEMENT BETWEEN THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES, THROUGH THE DEPARTMENT OF HUMAN DEVELOPMENT, AND LOYOLA COLLEGE FOR THE OAS HUMAN DEVELOPMENT PROGRAMS

I, Dr. Timothy Law Snyder, Vice President for Academic Affairs of Loyola College, hereby authorize Dr. André Colombat, Dean of International Programs, to sign the above-referenced Agreement on behalf Loyola College.

This delegation of authority expires on the 21<sup>st</sup> day of December 2008.

  
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Timothy Law Snyder  
Vice President for Academic Affairs  
Loyola College in Maryland College

Place: Baltimore, MD

Date: December 12, 2008

**AGREEMENT**  
**BETWEEN**  
**THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES, THROUGH THE DEPARTMENT OF HUMAN DEVELOPMENT,**  
**AND**  
**LOYOLA COLLEGE IN MARYLAND, INC.**  
**REGARDING**  
**THE OAS HUMAN DEVELOPMENT PROGRAMS**

The Parties to this Agreement, the General Secretariat of the Organization of American States (hereinafter referred to as "GS/OAS"), a public international organization, with headquarters at 1889 F Street N.W., Washington, D.C. 20006, United States, through its Department of Human Development (hereinafter referred to as "DHD") of the Executive Secretariat for Integral Development (hereinafter referred to as (SEDI), represented by Maria Levens, Director of said Department, and Loyola College in Maryland, Inc.(hereinafter sometimes referred to as the "University"), 4501 N. Charles Street, Baltimore, MD 21210, USA represented by André Colombat, Dean, International Programs, who is authorized to sign this Agreement on behalf of the University,

Recognizing that the Heads of State and Government of the Americas, gathered at the Second Summit of the Americas (1998), in Santiago, decided to promote development in the region by expanding and strengthening educational opportunities;

Considering that GS/OAS is the central and permanent organ of the Organization of American States (hereinafter referred to as the "OAS") and has the authority to establish and promote relations of cooperation in accordance with Article 112.h of the OAS Charter and OAS General Assembly Resolution AG/RES. 57 (I-O/71);

Recognizing that the Secretary General of the OAS established the DHD as an entity for the promotion, coordination, administration, and facilitation of the planning and execution of human development programs and activities under the Strategic Plan for Partnership for Integral Development of the Inter-American Council for Integral Development;

Considering that the OAS has established the OAS Academic Scholarship program (hereinafter referred to as the "Program") to provide educational opportunities in the Americas, awarding scholarships each year for research and undergraduate and graduate studies, both attendance-based and distance education, and that the Program's coverage and impact are strengthened and augmented through alliances established through the conclusion of agreements with internationally recognized universities that

share costs, offer joint scholarships, reduce tuition costs, and wish to join the OAS consortium of universities;

Considering that the University is a not-for-profit educational institution founded in 1852 in accordance with the provisions of the laws of the State of Maryland, whose registered office is at 4501 N. Charles Street, Baltimore, MD 21210, USA, and whose office with responsibility for this Agreement is the same,

Declaring that education is key to strengthening democratic institutions, promoting the development of human potential, equality, and mutual understanding among peoples, that it has positive impact on economic growth, education, and eradication of poverty, and that, to achieve such goals, it is essential to consolidate education of quality that is available to all;

Considering that the University is an internationally recognized high-level academic institution that offers a variety of academic studies at the graduate level; that the University has great interest in serving an international student body through inclusion of foreign students of different nationalities; and that the University wishes to join the OAS Consortium of Universities;

Recognizing that the Parties share an interest in selecting and supporting outstanding individuals of the Americas to study and train at the University in Bachelor's degree programs in all fields and Master's degree programs in Business/Finance, Education, Liberal Studies, Pastoral Counseling, Psychology, and Speech Language Pathology. See subsection 4.2.1.

Have hereby agreed to enter into this Agreement:

## **ARTICLE I OBJECTIVE**

- 1 The purpose of this Agreement is to establish the terms and conditions for cooperation between the Parties in order to strengthen education and human development in the Americas through:
  - 1.1 Co-sponsorship of Scholarship Recipients<sup>1</sup> selected through the OAS Academic Scholarship and Training Programs (hereinafter referred to as "OAS Scholarship Recipients") to study at University.
  - 1.2 The use, promotion, and dissemination of information on the Rowe Fund Program, which offers interest-free educational loans to competent individuals of Latin America and the Caribbean to assist them in financing graduate

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<sup>1</sup> "Scholarship recipient" is an Awardee who has accepted the OAS scholarship offer.

studies, academic training courses, research and/or the last two years of undergraduate studies in accredited United States universities.

## **ARTICLE II INFORMATION AND COOPERATION**

- 2.1 The University shall provide the Department of Human Development (“DHD”) with information and documents on the University’s technical, academic, and professional development programs available for which the University shall consider applications from interested candidates in accordance with this Agreement. These programs shall include those listed in the preamble of this document and in 4.2.1 below. The programs to be considered must be consistent with OAS development priorities and mandates for human resource development in the OAS Member States. OAS Members States are the sovereign nations that are signatories to the OAS charter. GS/OAS, through DHD, shall provide the University with detailed descriptions of the scholarship selection criteria and available benefits of the Program.
- 2.2 The University shall promote and disseminate information on the educational programs of the DHD and, in turn, DHD shall promote and disseminate on its web page the University’s academic and research programs.
- 2.3 The Parties shall exchange relevant information on the University’s students who are OAS Scholarship Recipients and who complete studies at the University in order to maintain a database of former OAS Scholarship Recipients who have graduated from the University, for follow-up and evaluation purposes, among others. In those cases where Family Educational Rights and Privacy Act (FERPA) does not provide for exemptions for disclosures in connection with financial aid and disclosures of directory information, a student signature will be required on a FERPA authorization in order for Loyola to release student information to OAS.
- 2.4 The Parties shall regularly exchange information regarding the University’s students who are OAS Scholarship Recipients and regarding the Parties’ activities of mutual interest. FERPA restrictions also apply. The Parties shall maintain close collaboration in connection with matters of common interest.

## **ARTICLE III SPECIAL RELATIONS OF COOPERATION**

- 3.1 The Parties shall consider developing special relations of cooperation and shall identify projects and activities of common interest. When the corresponding authorization and funds for the implementation of such projects and activities have been obtained, the Parties shall prepare a supplementary agreement or memorandum of understanding (“MOU”) containing the terms and conditions and financial obligations, if any, applicable to each project or activity. These documents shall be signed by a duly authorized representative of each Party and shall specify in detail the

responsibilities and mutual obligations of the Parties, including, but not limited to, the nature and amount of the financial commitment assumed by each Party.

- 3.2 The rights and responsibilities of the Parties in publications arising from a specific joint project or activity shall be established as agreed by the Parties in the corresponding supplementary agreement or MOU signed by their duly authorized representatives.
- 3.3 The University will endeavor to use, to the advantage of OAS Scholarship Recipients to the extent that the University can, the linkages and ties that the University has developed with other universities and educational institutions through its International Activities. OAS Scholarship Recipients will not be eligible to participate in Study Abroad Programs while attending Loyola. .
- 3.4 The same access to the Library holdings and databases of the University that is provided to all students admitted to the University will be provided to OAS Scholarship Recipients who are students at the University.
- 3.5 The University will consider the documents required by the OAS in the scholarship application process (the scholarship application form, curriculum vitae, transcripts, copy of last degree, letters of recommendation and essay on objectives) to evaluate the OAS Scholarship Awardee<sup>2</sup> for admission to the University.

## **ARTICLE IV PROGRAMS**

### **4.1.OAS PROGRAMS**

- 4.1.1. The OAS Academic Scholarship and Training Programs award scholarships to persons interested in pursuing undergraduate or graduate studies, and/or conducting research in a university or institution of higher education in an OAS Member State. Under this agreement, studies may be imparted on an attendance-based education basis. Scholarships are awarded for a maximum of two academic years. Scholarships for graduate studies are awarded for Master's studies. Undergraduate scholarships are awarded only to candidates from OAS Member States of the English-speaking Caribbean for the final two years of studies leading to an undergraduate degree (university degree or equivalent). Scholarship Recipients are required to return to their countries of origin upon completion of their studies.
- 4.1.2. The OAS' Educational Portal of the Americas promotes human resource instruction and training in the Americas through the use of information and communication technologies. Training costs are greatly reduced through the use

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<sup>2</sup> "Awardee" is a selected candidate who has been offered an OAS scholarship.

of such tools, which also make such instruction and training accessible to individuals in remote areas and/or of limited means.

#### 4.1.3 The Rowe Fund

The GS/OAS also administers the Leo S. Rowe Fund (hereinafter the “Rowe Fund”). The Rowe Fund loan program is administered by a committee approved and supervised by the OAS Permanent Council. The Rowe Fund provides interest-free loans to students from Latin American and Caribbean (“LAC”) nations to pursue higher education studies at accredited universities in the United States. Students from the LAC use the Rowe Fund loans to pay direct expenses of their education or for emergencies not covered by their principal source of educational funding. Rowe Fund loan recipients undertake to repay the full amount of the loan, and to return to their home country within one year of completion of the studies for which the loan was approved. With regard to recipients of Rowe Fund Loans, the Parties agree:

4.1.3.1 The University will accept one or more Rowe Fund recipients in the place of an equal number of Scholarship Recipients under the same terms specified in section 5.5. The University will offer Rowe Fund loan recipients the same tuition discount and/or other University benefits such as use of University facilities for which OAS Scholarship recipients are eligible pursuant to this Agreement, regardless of whether the Rowe Fund loan recipient also benefits from an OAS Scholarship.

4.1.3.2 Any University tuition discounts and/or other University benefits shall apply to the program that is funded by the Rowe Fund loan, and shall not be retroactive. Any such discount and/or benefit shall be for at least one semester, and at most two years.

4.1.3.3 The General Secretariat of the OAS shall notify the University of any recipient of a Rowe Fund loan who is enrolled or enrolling at the University, or who is otherwise academically affiliated with the University.

4.1.3.4 The Rowe Fund shall promote the University’s programs in the Rowe Fund’s outreach efforts throughout the LAC.

4.1.3.5 The Rowe Fund and the University may explore, on a case-by-case basis, the creation of opportunities for Rowe Fund loan recipients to work at the University in exchange for a stipend or tuition discount.

4.1.3.6 This Agreement creates no obligation of General Secretariat of the OAS to provide any Rowe Fund loan to any student at the University, or any other

university. The Rowe Fund loan program is administered at the sole discretion of the General Secretariat of the OAS.

#### 4.2. UNIVERSITY PROGRAMS

- 4.2.1. The cooperation provided for under this Agreement is for all under graduate degree programs and the following Master-level graduate degrees in: Business/Finance, Education, Liberal Studies, Psychology, Pastoral Counseling, and Speech Language Pathology.

### **ARTICLE V RESPONSIBILITIES OF THE PARTIES**

- 5.1. In accordance with GS/OAS provisions in force, OAS Academic Scholarships may only be awarded for a maximum of two years. Candidates selected to receive an OAS Academic Scholarship shall be entitled to all of the OAS scholarship benefits specified in the recipient's contract with GS/OAS. Such benefits are subject to satisfactory academic progress by the OAS Academic Scholarship Recipient in his/her program of studies, the recipient's continuation as a full-time student, and the availability of OAS resources.
- 5.2. OAS Academic Scholarships provide funds to cover, in whole or in part, university tuition and mandatory fees, international travel to and from the place of study, health insurance, living expenses, the purchase of books or other study materials, and for a dissertation or for other work required for graduation, up to the maximum amount of US\$30,000 per academic year. These benefits shall vary depending on the type of scholarship awarded.
- 5.3. The GS/OAS shall seek to place qualified students at the University, taking into account the Program's budgetary allocation, the regulations adopted by the political organs of the Organization, academic demand in the scholarship cycle, and the University's ability to offer places to students selected by the OAS. OAS Scholarship Recipients must be accepted to Loyola College by the same criteria as all other Loyola College students.
- 5.4. The University shall have in place and shall make available to OAS Scholarship Recipients a good international student support network. The University shall seek to provide students with support in their academic studies at the University.
- 5.5. The University shall waive \$15,000 in tuition fees and other mandatory fees for each undergraduate OAS Scholarship Recipient per year. Specifically, at the undergraduate level, Loyola will waive \$15,000 a year for up to two years for up to four students per year. At the graduate level, Loyola will waive 27% of graduate tuition a year for up to two years for up to two students. At the graduate level, students awarded a teaching assistant at the University would be expected to work in some area related to their



field. For graduate Scholarship Recipients from Spanish- or French speaking countries, this could include working as a language facilitator for two-hundred level courses in the Department of Modern Languages.

- 5.6. The University shall accept students that have already been admitted to the University prior to receiving their OAS Academic Scholarship award or interest free loan from the Rowe Fund under the terms of this agreement. If the student has already been accepted at the University under a more favorable arrangement than the arrangement contained in this agreement between the OAS and the University, the University will honor the student's acceptance. The University will consider all OAS Academic Scholarship and/or Rowe Fund awardees under the same criteria as general applicants to the University.
- 5.7. The University, shall have responsibility for immediately notifying the DHD in the event that any of the following situations occur with regard to the Scholarship Recipient: The Recipient: (i) terminates his/her studies at the University for any reason; (ii) does not attend his/her University classes with the regularity expected by the University; (iii) is not meeting the University's academic requirements; (iv) has violated University rules and/or regulations; (v) is suffering from a prolonged illness of any kind; (vi) has been arrested for violation of local laws; (vii) has been disciplined and/or placed on probation by the University; (viii) has been expelled by the University; (ix) has died; (x) has failed to appear at the University to commence his/her studies at the University; or (xi) for any other reason, is no longer enrolled at the University. If a FERPA authorization is required, the University will make every effort to secure such an authorization to report to the OAS.
- 5.8. At the end of each academic cycle, the University shall inform the DHD of each OAS Scholarship Recipients' academic progress. The University shall also review the progress of each OAS Scholarship Recipient after one year in the program and promptly shall inform the DHD in writing regarding the Scholarship Recipient's eligibility to remain in the program. If a FERPA authorization is required, the University will make every effort to secure such an authorization to report to the OAS.
- 5.9. DHD shall notify each OAS Scholarship Recipient at the University that he/she is subject to and is expected to comply with the University's policies, provisions, and general practices.

## **ARTICLE VI COORDINATION AND NOTIFICATIONS**

- 6.1 The GS/OAS area with responsibility for coordinating GS/OAS activities under this Agreement is the Department of Human Development, and the Coordinator is Jeanelle van GlaanenWeygel, Senior Specialist. Notifications and communications

shall be forwarded to the Coordinator at the following address, fax number, and e-mail address:

OAS General Secretariat  
Department of Human Development  
1889 F Street, N.W.  
Office 611  
Washington, D.C. 20006  
United States of America  
Tel.: (1-202) 458-3890  
Fax: (1-202) 458-3897  
E-mail: [vanglaanenweygel@oas.org](mailto:vanglaanenweygel@oas.org)

- 6.2 The University area with responsibility for coordinating cooperation activities under this Agreement is International Programs, and the Coordinator is Dr. André Colombat, Dean of International Programs. Notifications and communications shall be forwarded to the Coordinator at the following address, fax number, and e-mail address: International Programs, Loyola College, 4501 N. Charles Street, Baltimore, MD 21210; [apc@loyola.edu](mailto:apc@loyola.edu)
- 6.3 All communications and notifications arising from this Agreement shall be valid only if forwarded by post, fax, or e-mail, and addressed to the appropriate Coordinator at the address indicated for the Coordinator, above. When communications and notifications are forwarded by e-mail, they shall only be valid if sent directly from the e-mail address of the Coordinator of one of the Parties to the e-mail address of the Coordinator of the other Party.
- 6.4 Each Party may change the area of responsibility, designated Coordinator, address, telephone number, fax number, and/or e-mail address indicated herein, by notifying the other Party in writing.

## **ARTICLE VII PRIVILEGES AND IMMUNITIES**

- 7 Nothing in this Agreement constitutes an express or implied waiver of the privileges and immunities enjoyed by the OAS, the GS/OAS or their political organs, staff members, and/or property and assets, under the OAS Charter, the laws of the State of Maryland, the United States of America or international law.

## **ARTICLE VIII DISPUTE RESOLUTION**

- 8 All disputes arising through the application or interpretation of this Agreement, its supplementary agreements, memoranda of understanding, or letters exchanged shall be resolved through direct negotiation among the Parties. Should a resolution satisfactory to both Parties not be reached, the Parties shall submit the matter to arbitration procedures in accordance with the Arbitration Rules in force of the United Nations Commission on International Trade Law (UNCITRAL). The law applicable to the arbitration and to this Agreement is the law of the District of Columbia, United States of America. The site of arbitration shall be Washington, D.C. Arbitration proceedings shall be conducted in Spanish (with the option to choose English only, or simultaneous English and Spanish). The three arbiters or, as the case may be, the sole arbiter, shall be able to decide as *amiable compositeur* or *ex aequo et bono*, in accordance with the provisions of this agreement. Arbitration decisions shall be final and binding and not subject to appeal.

## **ARTICLE IX GENERAL PROVISIONS**

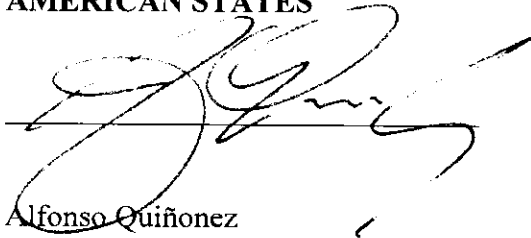
- 9.1 The Parties hereby undertake to maintain the highest standards of ethics and administrative transparency in all actions and activities carried out in connection with this Agreement. In addition, GS/OAS, to the extent applicable, and without prejudice to its privileges and immunities, mentioned in Article 7, above, and the University hereby undertakes to comply with the provisions of the Inter-American Convention against Corruption and the applicable provisions of the country where the programs, projects, and/or activities are implemented, in accordance with the Inter-American Convention against Corruption's Article 3.1. Failure to comply with the instant provision shall constitute sufficient grounds for early termination of this Agreement, in accordance with the provisions of Article 9.5, below.
- 9.2 This Agreement may only be amended by mutual written agreement among of the Parties. The instruments of amendment shall be annexed hereto and shall constitute integral parts of this Agreement.
- 9.3 This Agreement shall come into force as of the date of signature by the authorized representatives of the Parties and shall remain in force in accordance with the provisions of Article 9.5.
- 9.4 Should there be any change in the OAS Academic Scholarship Program with implications for this Agreement, the Agreement shall be amended or terminated in accordance with the provisions of Section 9.2 or 9.5, respectively.
- 9.5 This Agreement may be terminated by mutual agreement or may be terminated by either Party without cause upon no less than 30 days' written notice to the other Party. However, such termination shall have no effect upon any supplementary agreements, memoranda of understanding, and/or letters exchanged as the Parties may have signed for the implementation of programs, projects and/or activities under the provisions of Article 3.1 of this Agreement for which financing has been duly provided. Such

agreements, memoranda and/or letters shall remain in force for the life thereof unless the duly authorized representatives of the Parties mutually otherwise so decide.

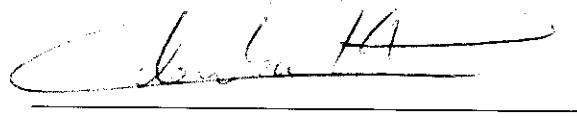
IN WITNESS WHEREOF, the duly authorized representatives of the Parties have executed this Agreement on the dates and at the locations set forth below.

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

**FOR LOYOLA COLLEGE  
IN MARYLAND, INC.**



Alfonso Quiñonez  
Executive Secretary  
For Integral Development  
Organization of American States



André Colombat  
Dean of International Programs  
Loyola College in Maryland Inc.

Date: \_\_\_\_\_

Date: December 23, 2008

Location: \_\_\_\_\_

Location: Baltimore