

ACUERDOS BILATERALES

Clasificación: 53-2009

Fecha de Ingreso: July 27, 2009

Nombre del Acuerdo: Agreement between the General Secretariat of the Organization of American States and George Washington University for the OAS Human Development Programs

Materia: OAS Human Development Programs

Partes: SG/OEA & George Washington University

Referencia: George Washington University

Fecha de Firma: April 14, 2009

Fecha de Inicio:

Fecha de Terminación:

Lugar de Firma:

Unidad Encargada: Department of Human Development

Persona Encargada: Maria Levens

Original:

Claves:

Cierre del proceso:

Notas adicionales:



Memorandum

May 8, 2009

DHD/ 19/09

TO: Martha Ramos, Department of International Law

FROM: Nichole Duncan, Department of Human Development

SUBJECT: Recently Signed Agreements

A handwritten signature in black ink, appearing to read "Duncan", is written over the printed name "Nichole Duncan" in the "FROM:" line.

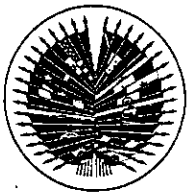
Please find attached the delegation of authority and agreement between the SG/OAS through the DHD and the following university:

- The George Washington University; signed April 14th, 2009.

Please confirm receipt once you have received this package via inter-office mail.

Thank you.

Nichole Duncan



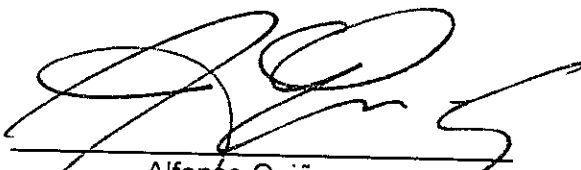
Organización de los Estados Americanos
Organização dos Estados Americanos
Organisation des Etats Américains
Organization of American States

DELEGATION OF AUTHORITY

AGREEMENT BETWEEN THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES, THROUGH THE DEPARTMENT OF HUMAN DEVELOPMENT, AND THE GEORGE WASHINGTON UNIVERSITY FOR THE OAS HUMAN DEVELOPMENT PROGRAMS

I, Alfonso Quiñonez, Executive Secretary for Integral Development of the Organization of American States ("OAS"), hereby authorize Ms. Maria Levens, Director of the Department of Human Development, to sign the above-referenced Agreement on behalf of the General Secretariat of the OAS.

This delegation of authority expires on the 14th day of April 2009.


Alfonso Quiñonez
Executive Secretary for Integral Development

Place: Washington DC

Date: March 24th, 2009

AGREEMENT
BETWEEN
THE GENERAL SECRETARIAT OF THE
ORGANIZATION OF AMERICAN STATES
THROUGH
THE DEPARTMENT OF HUMAN DEVELOPMENT,
AND
THE GEORGE WASHINGTON UNIVERSITY
FOR
THE OAS HUMAN DEVELOPMENT PROGRAMS

The Parties to this Agreement (the "Agreement"), the General Secretariat of the Organization of American States ("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"), represented by Maria Levens, Director of DHD, and The George Washington University (hereinafter referred to as "University"), represented by Donald R. Lehman, Executive Vice President for Academic Affairs, 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 (the "Program") to provide educational opportunities in the Americas, awarding scholarships each year for research 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 accordance with the provisions of the laws of Washington D.C., whose registered office is at 2121 Eye Street, NW and whose office with responsibility for this Agreement is the Graduate Student Assistantships and Fellowships Department.

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 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 at the University,

Hereby Agree as follows:

ARTICLE I OBJECTIVE AND SCOPE

- 1.1. The purpose of this Agreement is to establish the terms and conditions for cooperation between the Parties related to the potential admission to the University, of recipients of the OAS Program scholarships ("Scholarship Recipients") or of the OAS Rowe Fund Program loan recipients ("Rowe Fund Recipients"). Scholarship and Rowe Fund Recipients may apply to the University Masters Degree Programs ("Masters Degree Programs") set forth in Article 4 of this Agreement.

ARTICLE II INFORMATION AND COOPERATION

- 2.1. The University shall provide DHD with information and documents on the University Masters Degree Programs identified in Article 4. The University will consider applications to the Masters Degree Programs from interested Scholarship Recipients and Rowe Fund Recipients in accordance with this Agreement. GS/OAS, through DHD, shall provide the University with detailed descriptions of its scholarship selection criteria, and available benefits of the particular GW Masters Degree Program, to the Scholarship Recipients and Rowe Fund Recipients.

- 2.2. Subject to applicable U.S. law, the Parties shall exchange relevant information on the Scholarship Recipients and Rowe Fund Recipients admitted to the University and who complete studies at the University.

ARTICLE III SPECIAL RELATIONS OF COOPERATION

- 3.1. The Parties shall consider additional areas of potential 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 definitive 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. Notwithstanding the above, this Agreement imposes no obligation on the Parties to enter into such a definitive agreement or memorandum of understanding.
- 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.

ARTICLE IV UNIVERSITY MASTERS DEGREE PROGRAMS OPEN TO SCHOLARSHIP RECIPIENTS AND ROWE FUND RECIPIENTS

- 4.1. University Applicants may be considered by the University for Masters Degree Programs within the following University schools as appear on the website at: <http://www.gwu.edu/~gradinfo/>

ARTICLE V BASIC PROVISIONS GOVERNING OAS SCHOLARSHIPS AND ROWE FUND LOANS; FINANCIAL ARRANGEMENTS

- 5.1. In accordance with GS/OAS provisions in force, OAS scholarships may only be awarded for a maximum of two years. Scholarship Recipients shall be entitled to all of the benefits specified in the Scholarship Recipient's contract with GS/OAS. Such benefits are subject to satisfactory academic progress by the Scholarship Recipient in his/her program of studies, the Scholarship Recipient's continuation as a full-time student, and the availability of GS/OAS resources.

- 5.2. The GS/OAS Program provide funds to or on behalf of the Scholarship Recipient 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 maximum amount of a Rowe Fund loan that is lent to a Rowe Fund Recipient is US\$15,000 to study or do research for at least one academic semester, and all studies and research for which the loan is granted must be completed within a two year period. The University will consider only those applicants who apply for the full term of the intended Master's Degree Program.
- 5.4. GS/OAS shall not be responsible to University for tuition and other fees in an amount which would, if billed to GS/OAS, cause the total OAS Scholarship to exceed the \$30,000 maximum stated above. University shall look to the Scholarship Recipient directly, not GS/OAS, for the balance, if any.

ARTICLE VI RESPONSIBILITIES OF THE PARTIES

- 6.1. The GS/OAS through DHD shall present to University applications from qualified Scholarship Recipient and Rowe Fund Recipients for the Masters Degree Programs identified in Article 4, 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 presented by the GS/OAS. The University shall admit students to the Masters Degree Programs in accordance with the standards and policies it applies to applicants to the University in Washington, D.C.
- 6.2. The GS/OAS, through DHD, shall promote the University in its outreach efforts in OAS member states.
- 6.3. The GS/OAS, through DHD, shall notify each OAS Scholarship Recipient and Rowe Fund Recipient at the University that he/she is subject to and is expected to comply with the University's policies, provisions, and general practices.
- 6.4. The University shall make available to GS/OAS Scholarship Recipients and Rowe Fund Recipients its existing international student support network. The University shall provide students with academic support in their academic studies at the University.
- 6.5. For Masters Degree Programs, the University shall offer tuition and customary and usual fees discounts of 40% of tuition to admitted GS/OAS Scholarship Recipients and Rowe Fund Recipients. Those same discounts shall apply to GS/OAS

Scholarship Recipients and Rowe Fund Recipients already admitted to the Masters Degree Programs prior to receiving a GS/OAS scholarship and/or Rowe Fund loan Recipients in the same year, unless the Scholarship Recipients or Rowe Fund Recipients have already been admitted under a more favorable arrangement.

- 6.6. The maximum number of Scholarship Recipients and/or Rowe Fund loan recipients per year will be limited to five (05) new and/or continuing Master students.
- 6.7. GS/OAS shall provide reasonable assistance in collecting from University students who are Scholarship Recipients or Rowe Fund Recipients in the event of non-payment of any fees owed by them to the University; however, such assistance shall not include hiring or assisting a collection agency or participating in any judicial or quasi-judicial process.
- 6.8. Subject to applicable U.S. law, the University shall be responsible for immediately notifying the DHD in the event that it discovers any of the following situations with regard to the Scholarship Recipients and Rowe Fund recipients including that the student: (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.
- 6.9. At the end of each academic cycle, the University shall inform the DHD of each Scholarship Recipient's academic progress, provided that the Scholarship Recipient has signed the appropriate consent form, which is a condition imposed by GS/OAS for receipts of an OAS Scholarship. OAS agrees to provide such signed forms to GW in a timely manner. The University shall also review the progress of each Scholarship Recipient after one year in the program and shall promptly inform the DHD in writing regarding any changes to a Scholarship Recipient's eligibility to remain in the program.
- 6.10. Access to the Library holdings and databases of the University shall be provided to GS/OAS Scholarship Recipients and Rowe Fund Recipients who are admitted as students to the University.
- 6.11. The University shall accept the documents required by GS/OAS in the GS/OAS scholarship application process (e.g., the scholarship application form, curriculum vitae, transcripts, copy of last degree, letters of recommendation and essay on objectives) to evaluate the applications of Awardees for admission to the University as long as they are originals or certified as true and accurate copies of the originals. The Scholarship Recipients and Rowe Fund Recipients must submit their

applications, including all documents and test scores required by their program of interest, and any other materials required by the University, directly to the University. Scholarship recipients must have passed the Test of English as a Foreign Language (TOEFL) with a minimum score of 600 on the paper-based exam, 250 on the computer-based exam or 100 on the internet-based exam, or the International English Language Testing System (IELTS) test with an overall score of 7.0 with no individual band below 6.0.

- 6.12. Scholarship and loan Recipients who may benefit from this Agreement are responsible for obtaining their own visas, as well as the required financial certification for any funds not covered by the OAS Scholarship or Rowe Fund Award.
- 6.13. The University will make available to admitted Scholarship Recipients and Rowe Fund Recipients substantially similar services offered by the University to its other international students.

ARTICLE VII COORDINATION AND NOTIFICATIONS

- 7.1. 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: jvanglaanenweygel@oas.org
- 7.2. The University area with responsibility for coordinating cooperation activities under this Agreement is the Graduate Student Assistantships and Fellowships, and the Coordinator is Geri Rypkema, Director. Notifications and communications shall be forwarded to the Coordinator at the following address, fax number, and e-mail address:
The George Washington University
2121 Eye Street, NW, Suite 602
Washington, DC 20052
Phone: (202) 994-6822
Fax: (202) 994-8845

Email: rypkema@gwu.edu

- 7.3. 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.
- 7.4. 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 VIII DISPUTE RESOLUTION

- 8.1. The Parties shall first seek to resolve through discussions between them disputes arising between the Parties under this Agreement. Should that prove unsuccessful, then either Party may submit the dispute to final and binding arbitration in accordance with the Arbitration Rules of the United Nations Commission on International Trade Law ("UNCITRAL"). The applicable law is the law of the District of Columbia. The site of arbitration shall be Washington, D.C. Arbitration proceedings shall be conducted in English.
- 8.2. Nothing in this Agreement constitutes an express or implied waiver of the privileges and immunities of the Parties and their personnel.

ARTICLE IX GENERAL PROVISIONS

- 9.1. ***Compliance with Laws.*** The Parties shall 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 8.2, above, and the University shall comply with the applicable provisions of the Inter-American Convention against Corruption and the applicable laws of the United States, including but not limited to U.S. export control and U.S. anti-boycott laws and regulations, and the U.S. Foreign Corrupt Practices Act. Each Party agrees that, in connection with this Agreement, it will not offer, give or promise to give, directly or indirectly, anything of value to any government official, political official, political candidate, or employee thereof or to any third party while knowing that such item of value or any portion thereof may be offered, promised or given to a government official, political party official, political candidate or employee thereof, for the purpose of obtaining or retaining business or to secure an improper advantage. 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.

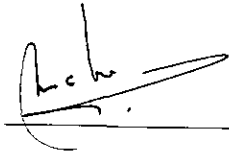
- 9.2. **Amendment.** This Agreement may only be amended by prior written agreement between the duly authorized representatives of the Parties. The instruments of amendment shall be signed and dated by the Parties, and annexed hereto.
- 9.3. **Term.** This Agreement is valid for an initial period of five (5) years effective from the date of the last signature hereto (the "Effective Date") and may be extended thereafter for additional five (5) year periods by written mutual consent of the Parties.
- 9.4. **Program Changes.** This Agreement shall not be construed or applied in any way so as to restrict the authority of GS/OAS to modify its Human Development Programs. Should there be any change in those Programs with implications for this Agreement, the Agreement shall be amended or terminated in accordance with the provisions of this Agreement, and subject to the mutual agreement of the Parties.
- 9.5. **Termination.** This Agreement may be terminated by mutual agreement or may be terminated by either Party without cause upon no less than 30 days' prior written notice to the other Party. Such termination shall have no adverse effect upon Scholarship Recipients and Rowe Fund Recipients who were admitted to the University under the terms of this Agreement prior to its termination, and the University shall allow those Scholarship Recipients and Rowe Fund Recipients to complete their program of study under the terms of this Agreement, provided that all fees associated with such continuation have been paid to University. The termination of this Agreement shall not affect any supplementary agreements 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. Those agreements shall remain in force for the full term as specified therein, unless terminated by the Parties as permitted under those agreements.
- 9.6. **Representations and Warranties.** Each Party represents and warrants that: (a) it is duly authorized to operate under the laws of its respective jurisdiction; (b) it is in good standing under the applicable laws of such jurisdiction; (c) it is expressly and duly authorized by its respective institution to execute this Agreement; and (d) there are no legal restrictions or bars to each Party entering into this Agreement.
- 9.7. **Counterparts.** This Agreement has been executed simultaneously in two (2) English language duplicate originals, each of which shall be deemed to be an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such original.
- 9.8. **Headings.** The headings used in this Agreement are for purposes of ease of reference only, and in no event or respect shall the substance of any provision or the intent of the Parties be interpreted or controlled by any such headings.

- 9.9. **Indemnification.** GS/OAS shall defend, indemnify and hold the University, its officers, agents and employees harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent of any negligence or fault by the indemnifying party, its officers, agents or employees. The obligations under this paragraph shall survive the termination of this Agreement.
- 9.10. **Limitation of Liability.** Neither Party shall be responsible for, nor entitled to, any indirect, consequential (including lost profits) or punitive damages, regardless of whether the theory giving rise to such damages is tort or contract or otherwise. In no event will the University be responsible to GS/OAS for any amounts in excess of the amounts received by University hereunder.
- 9.11. **Force Majeure.** Neither Party shall be responsible for any failure or delay in its performance under this Agreement due to causes beyond its reasonable control, including but not limited to, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, raw materials or supplies, war, riot, acts of terrorism, civil unrest, an act of God (including but not limited to fire, flood, earthquakes or other natural disasters) or governmental action (including but not limited to any law, regulation, Decree or denial of visas or residence permits). In the event that either Party wishes to invoke *force majeure*, that Party shall within ten (10) calendar days after the occurrence of the event of *force majeure* has become known to that Party, send written notice of such event to the other Party. In the event that a *force majeure* event prevents either Party's performance for a period of thirty (30) days, either Party shall be entitled to terminate the Agreement upon written notice to the other Party. The provisions of this paragraph shall not apply to the payment of fees or to any other payments due from GS/OAS.
- 9.12. **Assignment.** Neither Party shall assign this Agreement, in whole or in part, without the other Party's prior written consent. Any attempt to assign this Agreement, without such consent, shall be null and void.
- 9.13. **Waivers.** There shall be no waiver of any term, provision or condition of this Agreement unless the waiver is set forth in a written document signed on by the waiving Party. No such waiver shall be deemed to be or construed as a continuing waiver of any such term, provision or condition unless the written waiver states to the contrary. The waiver by either Party of its rights or remedies under this Agreement in a particular instance shall only apply to matters arising from or in connection with this Agreement.
- 9.14. **Severability.** If any part, term or provision of this Agreement shall be held void, illegal, unenforceable or in conflict with any law of a government having jurisdiction over this Agreement, the validity of the remaining portions or provisions shall not be affected. However, if such invalidity changes the basic intent of the Parties, as set forth in this Agreement, the rights, duties or obligations of the Parties shall be subject to a good faith negotiation.

- 9.15. **Intellectual Property.** The use, ownership and licensing of any intellectual property created by University faculty, staff or students shall be owned by University faculty, staff or students as the case may be.
- 9.16. **Use of Name and Marks.** University shall control the use of the names and registered marks of The George Washington University and (any other relevant names), including associated trademarks and service marks. GS/OAS shall have the right to use these names and marks only for purposes of performing its obligations under this Agreement and only with University's prior written consent in each instance.
- 9.17. **No Agency.** The Parties are strictly independent contractors and are not, in any way, employees, partners, joint venturers or agents of the other. Neither shall, in any way, bind the other in any way unless such Party has received the written consent of the other.
- 9.18. **Confidentiality.**
- 9.18.1. Student "education records" as defined by the Family Education Rights and Privacy Act ("FERPA") (20 U.S.C. 1232g) and regulations adopted thereunder shall be considered confidential information.
- 9.18.2. Confidential information shall not be revealed to third parties without the written consent of the disclosing Party, and neither Party may use the other Party's confidential information for any purpose except for purposes of performing this Agreement. This confidentiality requirement shall not apply to: (i) information in the public domain, including "directory information" as defined by FERPA; (ii) information independently developed by either Party without use of the other Party's confidential information; (iii) information received by either Party from a third party under no duty of confidentiality; and (iv) a disclosure of information that is required by law.
- 9.19. **Entire Agreement; Order of Precedence.** This Agreement contains the entire agreement between the Parties and, except as otherwise expressly provided, supersedes any prior oral or written agreements, commitments, understandings or communications with respect to its subject matter.

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

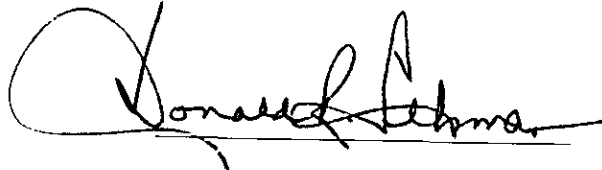
**FOR THE GENERAL SECRETARIAT
OF THE ORGANIZATION OF
AMERICAN STATES**



Maria Levens
Director
Department of Human Development
Organization of American States

Date: 03/25/09

**FOR THE GEORGE
WASHINGTON UNIVERSITY**



Donald R. Lehman
Executive Vice President
for Academic Affairs
The George Washington University

Date: 14 April 2009