

## ACUERDOS BILATERALES

**Clasificación:** 68-2012

**Fecha de Ingreso:** 12 de junio de 2012

**Nombre del Acuerdo:** Memorandum of understanding between the General Secretariat of the Organization of American States and eCornell for scholarships to eCornell's certificate programs

**Materia:** for for scholarships to eCornell's certificate programs

**Partes:** GS/ eCornell

**Referencia:** eCornell

**Fecha de Firma:** May 10, 2012

**Fecha de Inicio**

**Fecha de Terminación**

**Lugar de Firma:**

**Unidad Encargada:** Executive Secretary for Integral Development

**Persona Encargada:**

**Original**

**Claves**

**Cierres del proceso**

## MEMORANDUM OF UNDERSTANDING

BETWEEN

THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES THROUGH  
ITS DEPARTMENT OF HUMAN DEVELOPMENT, EDUCATION AND CULTURE

AND eCORNELL

### FOR SCHOLARSHIPS TO eCORNELL'S CERTIFICATE PROGRAMS

The Parties to this Memorandum of Understanding ("MOU"), the General Secretariat of the Organization of American States (hereinafter "GS/OAS"), a public international organization with headquarters in Washington, D.C., through its Department of Human Development, Education and Culture ("DHDEC"), represented by Maria Levens, Director of said Department, and eCornell, a wholly owned subsidiary of Cornell University, represented by Lisa Hatfield, Retail Floor Manager, eCornell of Ithaca, New York,

CONSIDERING,

That the Parties have a mutual interest in furthering the education of talented professionals from the OAS member states through scholarships provided under the OAS' Partnerships for Education and Training Program for study in eCornell's recognized certificate programs mentioned below.

AGREE:

#### I. THE PROGRAMS

1.1 eCornell shall hold space for up to 165 OAS-eCornell Scholarship Recipients in the following online certificate programs (hereinafter "the Programs"):

- Hospitality Marketing
- Restaurant Revenue Management
- Foodservice Management
- Leading Customer Focused Teams
- Change Leadership
- Managing for Execution
- Project Leadership
- Customer Focused Product and Service Design
- Financial Management
- Executive Leadership for Healthcare Professionals
- Healthcare Facilities - Planning and Design

1.2 These certificate programs shall be offered through eCornell's online platform.

1.3 The programs' duration is 10 – 12 weeks and the program start date of each is September 17<sup>th</sup>, 2012. The deadline to apply for an OAS-eCornell Scholarship is July 31<sup>st</sup>, 2012.

1.4 On successful completion of the program, each OAS-eCornell Scholarship Recipient shall receive a certificate from eCornell and shall join the ranks of eCornell's alumni.

## II. THE SCHOLARSHIPS

2.1. eCornell shall cover US\$1,100 of the estimated total tuition cost for up to 165 candidates selected for the scholarship opportunities agreed to under this MOU and registered in any of the programs listed in article 1.1. eCornell's US\$1,100.00 tuition scholarships will be offered to:

- 13 successful scholarship candidates that are offered the US\$1,100 tuition scholarships to be covered by the OAS and
- 152 successful scholarship candidates that meet eCornell's enrollment requirement to any of the programs listed in 1.1.

2.2. The OAS shall cover the amount of US\$1,100 of the tuition cost per scholarship recipient of up to thirteen (13) scholarship recipients to complete any of the programs mentioned in article 1.1. at the total cost of US\$14,300.00.

2.3. Neither eCornell nor GS/OAS shall provide funds to OAS-eCornell Scholarship Recipients for any cost not covered by the scholarship, which shall be the sole and exclusive responsibility of the scholarship recipients. The scholarship recipient will be responsible for all remaining costs not covered by the scholarship including, remaining tuition fees, specifically:

- the thirteen (13) top selected candidates will be responsible for covering the remaining tuition cost in the amount of \$1100 and
- the one hundred fifty two (152) remaining candidates that meet eCornell's criteria will be responsible for \$2200 of tuition costs.

2.5. In announcing the availability of the above-mentioned Scholarships, the Parties shall clearly inform all potential applicants that the expense mentioned in article 2.3 above is the sole and exclusive responsibility of the Scholarship Recipient. Estimates are based on 2012-2013 tuition costs, and are for courses required for the certificate programs.

## III. THE OAS FUNDED SCHOLARSHIP

3.1 The total amount paid by GS/OAS to eCornell under this MOU shall not exceed \$1,100.00 per OAS Scholarship Recipient, for a total not to exceed \$14,300.00. To initiate the process for receiving that payment, eCornell shall submit the corresponding invoice to the Department of Human Development Education and Culture, OAS General Secretariat, 1889 F. Street, N.W., Suite 610, Washington, D.C., with electronic copies to: David Vieira, [Dvieira@oas.org](mailto:Dvieira@oas.org), with copies to Francisco Castillo, [FCastillo@oas.org](mailto:FCastillo@oas.org) and Jeanelle Van Glaanenweygel, [JVanGlaanenweygel@oas.org](mailto:JVanGlaanenweygel@oas.org).

3.2. A one-time payment shall be made to eCornell within sixty days of receipt of the invoice.

3.3. eCornell shall reimburse GS/OAS the full amount of the scholarship funding previously paid by GS/OAS to eCornell for any OAS Scholarship Recipient who does not begin their Program.

#### **IV. SCHOLARSHIP SELECTION AND FOLLOW-UP**

4.1. Candidates must first apply for the OAS-eCornell scholarship. Then DHDEC and eCornell shall select the OAS-eCornell Scholarship Recipients in accordance with the criteria and recruitment and selection process to which they have agreed and as outlined in the scholarship announcement. The selected candidates will then be informed to register for the selected certificate program on eCornell's website.

4.2. eCornell shall promptly inform DHDEC if any of the OAS-eCornell Scholarship Recipients do not start or drop out of the programs. eCornell shall also inform DHDEC when the OAS Scholarship Recipients have successfully completed the Programs. eCornell shall also share its evaluation reports of the Programs with DHDEC.

#### **V. COORDINATION AND NOTIFICATIONS**

5.1. The DHDEC is responsible for coordinating the GS/OAS' activities and responsibilities under this MOU. The Coordinator is Jeanelle van GlaanenWeygel, Senior Specialist, at:

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

5.2. The Retail Floor Manager at eCornell is responsible for coordinating eCornell's activities under this MOU. The Coordinator is Lisa Hatfield, Retail Floor Manager at:

eCornell  
950 Danby Road, Suite 150  
Ithaca, NY 14850  
United States of America  
Phone: 601-330-3333  
E-mail: [lhatfield@ecornell.com](mailto:lhatfield@ecornell.com)

5.3 All communications and legal notices pertaining to this MOU must be sent by one Party's Coordinator and received by the other's, at the corresponding building address, fax, or e-mail address specified above. Either party may modify its choice of Coordinator and the corresponding coordinates by giving advanced written notice to the other.

**VI. GENERAL PROVISIONS**

6.1. The Parties shall first try to resolve any dispute between them under this MOU through negotiations. If those negotiations are unsatisfactory, then either Party may submit the dispute for final and binding arbitration before the American Arbitration Association in accordance with its Rules of Procedure, or before any other arbitration authority and in accordance with other Rules of Procedure to which they agree in writing. The place of the arbitration shall be Washington, D.C., or such other place as they agree to in writing and the language of the arbitration shall be English. Nothing in this MOU expressly or implicitly waives the privileges and immunities of the Parties or of their personnel.

6.2. Neither party shall assume responsibility regarding the acceptance of the certificate programs obtained in the country of origin of the scholarship recipient.

6.3 Without prejudice to Article 3.2 above, neither Party shall be liable for an OAS Scholarship Recipient's debt or financial obligations to the other.

6.4. This MOU shall enter into force as of the date of signature by the authorized representatives of the Parties and shall remain in force until December 31, 2013, subject to article 6.6 below.

6.5. The Parties may modify this MOU by way of a writing signed by the duly authorized representatives of both, dated, and attached hereto.

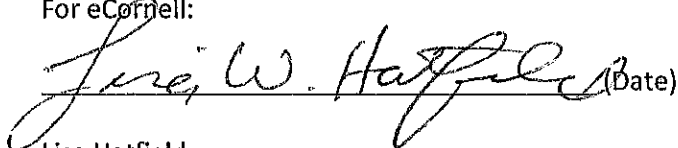
6.6. This MOU may be terminated by written agreement signed by the parties, or may be terminated unilaterally by either Party without cause upon no less than 30 days' prior written notice to the other; however, if terminated unilaterally, this MOU shall remain in force until the termination date stated in article 6.4 above with respect to all OAS Scholarship Recipients who as of the date the notice is given, have already been officially notified of their selection as OAS Scholarship Recipients for the Programs for the 2012 academic year.

SIGNED by the duly authorized representatives of the Parties in duplicate originals at the place and on the date indicated below:

For the General Secretariat of the Organization of American States

 \_\_\_\_\_ (Date) 05/02/12

Maria Levens  
Director, Department of Human Development, Education and Culture  
For eCornell:

 \_\_\_\_\_ (Date) 5/10/12

Lisa Hatfield  
Assistant VP, Retail