

**ACUERDOS BILATERALES/ BILATERAL AGREEMENT/
ACORDOS BILATERAIS/ACCORDS BILATERAUX**

Clasificación:
Classification: 16-2021
Classifacation:
Classificação:

Fecha de Ingreso:
Entry Date: March 4, 2021
Data de Admissão:

Nombre del Acuerdo:
Name of the agreement: Supplementary Agreement between the General Secretariat of the Organization of American States (GS/OAS) through the Department of Human Development, Education and Employment (DHDEE) and the University for International Cooperation (UCI).

Nom de l'accord:

Nome do Acordo:

Materia:
Subject: The purpose of this Supplementary Agreement is to establish the terms and conditions for the co-sponsorship of ninety (90) scholarships under PAEC ("OAS-UCI Scholarships") to be distributed among three for UCI's Master's degree program.

Sujet:
Materia:

Partes:
Parties involved: GS/ University for International Cooperation (UCI).
Parties:
Partes:

Referencia:
Reference: University for International Cooperation (UCI).
Référence:

Referência:
Fecha de Firma:
Signature Date: November 26, 2019.

Data de Assinatura:

Fecha de Inicio:

Start Date:

Date du commencement:

Data de Início:

Fecha de Terminación:

End Date:

Date de résiliation :

Data de Rescisão :

Lugar de Firma:

Place of Signature:

San Jose; Washington, DC.

Lieu de la signature:

Lugar de assinatura:

Unidad Encargada:

Unit in Charge:

Department of Human Development, Education and Employment.

Unité responsable:

Unidade Encarregada:

Persona Encargada:

Person in Charge:

Personne responsable:

Pessoa Encarregada:

Cierre del proceso:

Closure of proceedings:

Clôture des procédures:

Fechamento do processo:

Notas adicionales/Additional notes/Notes supplémentaires/Notas adicionais:

SUPPLEMENTARY AGREEMENT

BETWEEN

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

**THE DEPARTMENT OF HUMAN DEVELOPMENT, EDUCATION AND
EMPLOYMENT**

AND

THE UNIVERSITY FOR INTERNATIONAL COOPERATION

The Parties to this Supplementary Agreement (“the Supplementary Agreement”), the General Secretariat of the Organization of American States (hereinafter “GS/OAS”), a public international organization with headquarters at 1889 F Street, NW, Washington, D.C., 20006, through its Department of Human Development, Education and Employment (“DHDEE”), represented by Kim Osborne, Executive Secretary of the Executive Secretariat for Integral Development, and the University for International Cooperation (“UCI” or “University”), a private institution, based in Rotonda El Farolito, 200m East and 150m North, Barrio Escalante, San Jose, Costa Rica, and represented by Dr. Eduard Müller Castro, Rector of the UCI in Costa Rica, who is authorized to sign this Supplementary Agreement on behalf of the University,

Considering

That on December 18, 2012, the Parties signed a Cooperation Agreement (“Cooperation Agreement”), to strengthen education and human development in the Americas;

That pursuant to Article 3.1 of the Cooperation Agreement, the Parties agreed to implement joint activities and projects, and that this Supplementary Agreement is signed pursuant to Article III of that Cooperation Agreement;

That the Parties share an interest in selecting and supporting outstanding individuals in the Americas to study at the University, through the Partnerships Program for Education and Training (“PAEC”); and

That GS/OAS is the central and permanent organ of the Organization of American States (“OAS”) and is authorized to carry out relations of cooperation in accordance with Article 112(h) of the OAS Charter and General Assembly Resolution AG/RES. 57 (I-O/71),

Have Agreed to enter this Supplementary Agreement, as set forth below:

**ARTICLE I
OBJECTIVE**

- 1.1 The purpose of this Supplementary Agreement is to establish the terms and conditions for the co-sponsorship of a total of ninety (90) scholarships under PAEC (“OAS-UCI Scholarship”) to be distributed evenly among the three UCI’s Masters degree programs (collectively “Programs”) described in article 2.1 below, during the two openings of 2020.
- 1.2 The distribution of the ninety (90) OAS-UCI Scholarships will be as follows:
- a. Forty five (45) scholarships for the March 24, 2020 opening distributed evenly among the three Programs, and
 - b. Forty five (45) scholarships for the September 29, 2020 opening distributed evenly among the three Programs.

**ARTICLE II
THE PROGRAMS**

- 2.1 The Programs are:
- a. Master in Project Management, which shall be conducted in English (“MPM Program”);
 - b. Master in Project Management (Maestría en Administración de Proyectos), which shall be conducted in Spanish (“MAPD Program”); and
 - c. Master in Management of Sanitary Programs in Food Safety (Maestría en Gerencia de Programas Sanitarios en Inocuidad de Alimentos), which shall be conducted in Spanish (“MIA Program”).
- 2.2 The Programs shall be offered partially online, through UCI’s platform, for those students selected for the OAS-UCI Scholarship (“Scholarship Recipients”). The MPM Program’s and MAPD Program’s approximate duration is twenty (20) months and both shall be conducted completely online. The MIA Program’s approximate duration is twenty two (22) months and, in addition to the online portion, requires the completion of a one week on-site module in Costa Rica.
- 2.3 To be eligible for the OAS-UCI Scholarship, candidates must first be admitted to one of the Programs. The DHDEE and the UCI shall then select the Scholarship Recipients in accordance with the criteria and recruitment and selection process to which they have agreed, and as outlined in the OAS-UCI Scholarship announcements.
- 2.4 The timeline for the Programs is as follows
- For the March 24, 2020 opening of the Programs:
- The deadline for candidates to apply for any of the Programs through the UCI is January 8, 2020;

- The UCI shall select students and provide the GS/OAS with a list of admitted students for each one of the Programs by Friday, January 24, 2020;
- The deadline for admitted students to apply for the OAS-UCI Scholarship is Sunday, February 2, 2020;
- The GS/OAS shall determine which UCI selected students are eligible to receive the OAS-UCI Scholarship and provide the UCI with its lists of eligible students for each one of the Programs by Friday, February 7, 2020;
- The GS/OAS and the UCI shall previously agree on the criteria to be used to jointly select the Scholarship Recipients from the lists prepared by the GS/OAS by Wednesday, February 12, 2020;
- Scholarship Recipients must accept or decline the OAS-UCI Scholarship offer by Friday, February 21, 2020, via email;
- The final lists of students selected for the OAS-UCI Scholarship, for each one of the Programs, shall be published by Friday, February 28, 2020, on the GSB/OAS Scholarship Website;
- The OAS-UCI Scholarship Recipients must register with UCI for the Program to which they were admitted by Friday, March 6, 2020;
- The projected start date of the Programs is Tuesday, March 24, 2020; however, such start date for one or more of the Programs may be subject to change in the event that additional time is required for the enrollment of the minimum number of students in those Programs, which is hereby established as fifteen (15) students. If the start date is delayed beyond forty-five (45) days from the projected start date of any of the Programs, above, the Parties shall reevaluate the terms of this Supplementary Agreement and consider its termination, in relation to those Programs that could not be started, pursuant to Article 8.3 below.

For the September 29, 2020 opening of the Programs:

- The deadline for candidates to apply for any of the Programs through the UCI is Friday, July 24, 2020;
- The UCI shall select students and provide the GS/OAS with a list of admitted students for each one of the Programs by Friday, July 31, 2020;
- The deadline for admitted students to apply for the OAS-UCI Scholarship is Friday, August 07, 2020;
- The GS/OAS shall determine which UCI selected students are eligible to receive the OAS-UCI Scholarship and provide the UCI with its lists of eligible students for each one of the Programs by Friday, August 14, 2020;
- The GS/OAS and the UCI shall previously agree on the criteria to be used to jointly select the Scholarship Recipients from the lists prepared by the GS/OAS by Wednesday, August 19, 2020;
- The final lists of students selected for the OAS-UCI Scholarship, for each one of the Programs, shall be published by Monday, August 24, 2020, on the OAS Scholarship Website;
- Scholarship Recipients must accept or decline the OAS-UCI Scholarship offer by Friday, September 04, 2020, via email;

- The OAS-UCI Scholarship Recipients must register with UCI for the Program to which they were admitted by Friday, September 18, 2020;
- The projected start date of the Programs is Tuesday, September 29, 2020; however, such start date for one or more of the Programs may be subject to change in the event that additional time is required for the enrollment of the minimum number of students in those Programs, which is hereby established as fifteen (15) students. If the start date is delayed beyond forty-five (45) days from the projected start date of any of the Programs, above, the Parties shall reevaluate the terms of this Supplementary Agreement and consider its termination, in relation to those Programs that could not be started, pursuant to Article 8.3 below.

ARTICLE III THE OAS-UCI SCHOLARSHIP

3.1 The UCI shall waive tuition fees for the Scholarship Recipients according to the terms of one of the following three plans:

- **PLAN A:** Waive 90% of the total Program tuition cost, excluding the USD \$300.00 graduation fee and the \$500.00 enrollment fee, which amounts to USD \$5,659.20 (USD \$6,288 x 90%) per Scholarship Recipient, for two (2) Scholarship Recipients for each one of the Programs in each of the March and September openings for 2020;
- **PLAN B:** Waive 50% of the total Program tuition cost, excluding the USD \$300.00 graduation fee and the \$500.00 enrollment fee, which amounts to USD \$3,144 ((\$6,288)*50%) per Scholarship Recipient for five (5) Scholarship Recipients for each one of the Programs in each of the March and September openings for 2020; and
- **PLAN C:** Waive 30% of the total Program cost, excluding the USD \$300.00 graduation fee and the \$500.00 enrollment fee, which amounts to USD \$1,886.40 ((\$6,288)*30%) per Scholarship Recipient for eight (8) Scholarship Recipients for each one of the Programs in each of the March and September openings for 2020.

3.2 Any remaining costs of the Programs not paid by the UCI in accordance with one of the plans in article 3.1, above, are to be paid by each Scholarship Recipient. The MIA Program includes, as a final requirement for graduation, the completion of a one-week on-site module in Costa Rica. The fee for the module, to be paid by the Scholarship Recipient by the end of the MIA Program and before starting the module, is \$850, and includes lodging, food, local transportation, and insurance in Costa Rica, for the duration of the module. Any additional costs incurred by the Scholarship Recipient in connection with attending the module in Costa Rica are to be paid directly by the Scholarship Recipient.

- 3.3 Neither the UCI nor the GS/OAS shall provide funds to Scholarship Recipients for additional costs and fees that are not included in the OAS-UCI Scholarship, including, but not limited to:
- a. Remaining Program tuition fees;
 - b. Applicable registration and enrollment fees;
 - c. Class materials;
 - d. Graduation fee;
 - e. Registration and active member renewal fees for the Project Management Institute (PMI) (this item applies only for the MPM Program and the MAPD Program);
 - f. Fee for the on-site presence module in Costa Rica, as well as any travel costs for attending such module (this item applies only for the MIA Program); and
 - g. Any additional costs and fees not included in the OAS-UCI Scholarship offer.
- 3.4 The OAS-UCI Scholarship announcement shall indicate that expenses listed under Article 3.3 above are the sole and exclusive responsibility of Scholarship Recipients.
- 3.5 As stated in Article 3.2, the Scholarship Recipient will be responsible for the remaining portion of the total Program cost, to be paid to the UCI directly pursuant to Payment Plans A, B or C, as indicated below:

PAYMENT PLANS

PLAN A	Amount (USD)
Total Program tuition cost (USD)	6,288.00
Amount/percentage that OAS-UCI Scholarship awards	5,659.20 (90%)
Remaining cost to be paid by the Scholarship Recipient before the Program's start date in one installment, plus enrollment and graduation fees – according to the following table:	
Enrollment fee payment due before the Program's start date	628.80
Graduation fee to be paid by the Scholarship Recipient before registering for the Final Graduation Project	500.00
Total amount to be paid by the Scholarship Recipient	1,428.80

PLAN B	Amount (USD)
Total Program tuition cost (USD), including installment fee:	6,288.00
Amount/percentage that OAS-UCI Scholarship awards	3,144.00 (50%)
Remaining cost to be paid by the Scholarship Recipient in sixteen installments, plus enrollment and graduation fees – according to the following table	3,144.00 (50%)
Enrollment fee payment due before the Program's start date	500.00
Sixteen payments due on the first day of each month after the start date of the Program	196.50 (x16)
Graduation fee to be paid by the Scholarship Recipient before registering for the Final Graduation Project	300.00
Total amount to be paid by the Scholarship Recipient	3,944.00

PLAN C	Amount (USD)
Total Program tuition cost (USD), including installment fee:	6,288.00
Amount/percentage that OAS-UCI Scholarship awards:	1,886.40 (30%)
Remaining cost to be paid by the Scholarship Recipient in sixteen installments plus enrollment and graduation fees – according to the following table:	
Enrollment fee payment due before the Program's start date	4,401.60
Sixteen payments due on the first day of each month after the start date of the Program	500.00
Graduation fee to be paid by the Scholarship Recipient before registering for the Final Graduation Project	275.10 (x16)
Total amount to be paid by the Scholarship Recipient	5,201.60

For the MIA Program only, in addition to all payment plans: Fee for the on-site presence module in Costa Rica, due by the end of the Program, before starting this module.	850.00
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**ARTICLE IV
ACTIVITIES AND RESPONSIBILITIES OF THE PARTIES**

- 4.1 The GS/OAS shall offer in-kind services such as: promotion of the Programs, recruitment of qualified candidates, review and technical evaluation of applications, and the monitoring and evaluation of Scholarship Recipients. Without prejudice to what the Parties may provide in any amendment to this Supplementary Agreement signed pursuant to Article 8.2, this Supplementary Agreement in and of itself does not create obligations of a financial nature for the GS/OAS.
- 4.2 The GS/OAS is not responsible for the safety and security of Scholarship Recipients at any time.
- 4.3 The UCI shall promptly inform DHDEE if any of the Scholarship Recipients do not start or drop out of any of the Programs.
- 4.4 Neither Party shall assume responsibility for the acceptance of the degree obtained through any of the Programs in the country of origin of the Scholarship Recipient, or any other country.
- 4.5 The GS/OAS, through DHDEE, shall notify each Scholarship Recipient that he/she is subject to and is expected to comply with the University's policies, provisions, and general practices in accordance with the consent form signed by the Scholarship Recipient as a condition imposed by GS/OAS for receiving the OAS-UCI Scholarship. The GS/OAS agrees to provide such signed form to the University in a timely manner.
- 4.6 The UCI shall be responsible for immediately notifying DHDEE in the event the Scholarship Recipient: (i) terminates his/her studies at UCI for any reason; (ii) does not attend his/her classes with the regularity expected by UCI; (iii) is not meeting UCI's academic requirements; (iv) has violated UCI's rules and/or regulations; (v) has been disciplined and/or placed on probation by UCI; (vi) has been expelled from any of the Programs by UCI; or (vii) for any other reason, is no longer enrolled in any of the Programs at UCI.
- 4.7 The University shall promote and disseminate information on the OAS Human Development Programs.
- 4.8 The UCI shall inform the GS/OAS of each Scholarship Recipient's academic progress, upon request.
- 4.9 The UCI shall inform the GS/OAS when the Scholarship Recipients have successfully completed the Program for which the OAS-UCI Scholarship was granted.

ARTICLE V
COORDINATION AND NOTIFICATIONS

- 5.1 The GS/OAS area with responsibility for coordinating GS/OAS activities under this Supplementary Agreement is the DHDEE, and the Coordinator is Jesús Schucry Giacoman Zapata, Director of the DHDEE. Notifications and communications shall be forwarded to the Coordinator at the following address and electronic mail address:

Jesús Schucry Giacoman Zapata
Director
Department of Human Development, Education and Employment
1889 F Street, N.W.
Office 777
Washington, D.C. 20006
United States of America
Telephone: (1-202) 370-9771
E-mail: scholarships@oas.org and JGiacoman@oas.org

- 5.2 The UCI area with responsibility for coordinating the UCI activities under this Supplementary Agreement is the Dean's Office of Global School of Project Management and the Coordinator is Ramiro Fonseca, Dean of the Global School of Project Management. Notifications and communications shall be forwarded to the Coordinator at the following address and electronic mail address:

Ramiro Fonseca
Decanatura de la Escuela Global de Dirección de Proyectos
Universidad para la Cooperación Internacional
Dirección: Calle 35, Avenidas 15 y 17, No. 1550, Barrio Escalante, San José, Costa Rica.
Postal Code: 504-2050
Telephone: (506) 2283-6464, ext. 272
E-mail: rfonseca@uci.ac.cr

- 5.3 All communications and notifications arising from this Supplementary Agreement shall be valid only if forwarded by post or electronic mail, and addressed to the appropriate Coordinators whose names are set out in Articles 5.1 and 5.2 of this Supplementary Agreement. When communications and notifications are forwarded by electronic mail, they shall only be valid if sent directly from the electronic mail address of the Coordinator of one of the Parties to the electronic mail address of the Coordinator of the other Party.
- 5.4 Each Party may change the area of responsibility, designated Coordinator, address, telephone number, and/or electronic mail address indicated herein, by notifying the other Party in writing.

**ARTICLE VI
INTELLECTUAL PROPERTY**

- 6.1 The University represents and warrants that it holds or has obtained the necessary permission to use all copyright in the materials used in its Programs.
- 6.2 If for any reason a third party should file a claim against the GS/OAS for improper use of copyright in respect with the materials used by the University in its Programs, then the University shall be considered the principal vis-à-vis the claimant and the sole Party obligated to respond. The University shall further be required to indemnify the GS/OAS for any damages it may suffer as a result of these claims, including court costs and attorney's fees.

**ARTICLE VII
CIVIL RESPONSIBILITY AND INDEMNIFICATION**

7.1. The Parties assume full responsibility for the claims and damages directly and proximately caused by actions or omissions of their corresponding representatives, officials, employees and contractors.

7.2. If for any reason a third party should file a claim against one of the Parties in relation to the execution of this Supplementary Agreement, the responsible party shall be considered as the principal vis-à-vis the claimant and the sole party obligated to respond. The responsible party shall further be required to indemnify the other party for any damages it may suffer as a result of these claims, including court costs and attorney's fees.

**ARTICLE VIII
GENERAL PROVISIONS**

- 8.1 This Supplementary Agreement shall enter into force on the date of the last signature by the authorized representatives of the Parties, and shall remain in force until August 15, 2022, subject to Article 8.3 below.
- 8.2 The Parties may modify this Supplementary Agreement by means of a written document signed by the duly authorized representatives of both Parties, dated, and attached hereto.
- 8.3 This Supplementary Agreement may be terminated by written agreement signed by the Parties, or may be terminated unilaterally by either Party without cause upon no less than thirty (30) days' prior written notice to the other; however, if terminated unilaterally, this Supplementary Agreement shall remain in force until the termination date stated in Article 8.1 above with respect to all Scholarship Recipients who as of the date the notice is given, have already enrolled in any of the Programs or have been officially notified of their selection as Scholarship Recipients for the academic years covered under this Supplementary Agreement.

8.4 This Supplementary Agreement is governed by the terms and conditions of the Cooperation Agreement signed by the Parties, including Articles VI and VII of the Cooperation Agreement, regarding Privileges and Immunities and Dispute Resolution. If there is any conflict or inconsistency between this Supplementary Agreement and the Cooperation Agreement, the terms of the Cooperation Agreement shall prevail.

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**



Kim Osborne
Executive Secretary of the Executive
Secretariat for Integral Development

Date: 2019-11-26

Location: Washington DC

**FOR THE UNIVERSITY FOR
INTERNATIONAL COOPERATION**



Dr. Eduard Müller Castro
Rector

Date: 11/12/2019

Location: SAN JOSE

ANNEX I

SAMPLE OF OAS-UCI SCHOLARSHIP ACCEPTANCE FORM

Scholarship Recipient	
Name (as it appears in passport)	
Country of citizenship	
Passport number	
Country of issue	
Address	
Telephone	
E-mail address	
Emergency contact	
Emergency contact's telephone	
Program of Study (To be completed by the GS/OAS)	
Name of Program	Project Management
Academic Institution	The University for International Cooperation
Dates	
Country of Study / Modality	Online / Costa Rica

I, _____ (hereinafter Scholarship Recipient), hereby accept the scholarship offered by the General Secretariat of the Organization of American States (hereinafter GS/OAS) and the University for International Cooperation (hereinafter UCI or University) for the Program of Study detailed above (hereinafter the Scholarship), and agree to the terms and conditions set forth below:

1. BENEFITS:

- 1.1 The Scholarship Recipient shall receive:
- I. 90% of the total tuition cost (Plan A), which amounts to USD\$5,659.20.
 - OR
 - II. 50% of the total tuition cost (Plan B), which amounts to USD \$3,144.00.
 - OR
 - III. 30% of the total tuition cost (Plan C), which amounts to USD\$1,886.40.
- 1.2 The GS/OAS and the UCI reserve the right to change and/or cancel the above listed benefits at any time and without prior notice.

2. SCHOLARSHIP RECIPIENT'S OBLIGATIONS:

- 2.1 The Scholarship Recipient is responsible for all other costs and fees not specifically included in Article 1.1 above, including, but not limited to:

(Include table here when scholarship decision is made)

- a. Remaining costs of the Program of Study, which includes fees for enrollment, tuition, and graduation. Such costs shall be paid to UCI directly, as indicated in the table above.
 - b. For the MPM Program and the MAPD Program only: registration and active member renewal fees for the Project Management Institute (PMI) throughout the duration of the Program of Study. This membership provides access to resources that will be required as study materials for the Program of Study. The annual membership fee is approximately \$129 (the current fee may be verified at www.pmi.org).
 - c. For the MIA Program only: Fee for the on-site module in Costa Rica, in the amount of \$850, as well as any travel and associated costs for attending such module.
 - d. All required course educational resources (books, etc.).
 - e. Any UCI established costs for contingencies, that may or may not apply, including, but not limited to: reentry (in the event of temporary withdrawal), supplementary evaluation activity or repetition of a course (if student fails course), rescheduling the date of an exam, etc.
- 2.2 The Scholarship Recipient is responsible for obtaining from other sources the financial resources necessary to cover the costs of the Program of Study not covered by the Scholarship, and to show proof of such additional funding to the GS/OAS, if requested.
 - 2.3 Unless otherwise specified in Article 1.1, the Scholarship Recipient shall acquire an international health insurance plan that provides the coverage required by the University and/or the country where the on-site Program is held, if applicable.
 - 2.4 Neither the GS/OAS nor UCI shall be responsible or liable, directly or indirectly, in any way for Scholarship Recipient's debt or financial obligations to the University or to any other third party
 - 2.5 The Scholarship Recipient is required to complete the Program of Study according to the full-time course duration standards of the University.
 - 2.6 This Scholarship is subject to the compliance of the Scholarship Recipient with all academic requirements of the Program of Study established by the University and all other obligations set forth in this Scholarship Acceptance Form.
 - 2.7 The Scholarship Recipient authorizes the GS/OAS to access any information regarding his/her education, including, but not limited to: academic grades, grading records, test results, disciplinary records, letters of academic good standing, applications for admission, and any other reports and/or records pertaining to Scholarship Recipient's education in the possession of the University. The Scholarship Recipient authorizes the GS/OAS to share this information with third

parties that may provide the Scholarship Recipient additional funds for this Program of Study through another scholarship in association with the GS/OAS.

- 2.8 The Scholarship Recipient shall participate in any orientation and other sessions required by the GS/OAS and/or the University.
- 2.9 The Scholarship Recipient agrees to comply with the University's policies on student conduct and to refrain from participating in activities or improper behavior that might be inconsistent with the conduct expected of a Scholarship Recipient. The University has discretion to determine whether a Scholarship Recipient's conduct fails to meet the standards expected.
- 2.10 The Scholarship Recipient shall inform the DHDEE and the UCI if for any reason he/she must miss three (3) or more sessions of the online Program of Study. More than three (3) absences from sessions of the online Program of Study shall be treated as a suspension of the Program of Study, thus the Scholarship Recipient shall be treated in accordance with Article 3 below.
- 2.11 The Scholarship Recipient shall participate in the evaluation of the effectiveness of the OAS-UCI Scholarship by completing the initial Scholarship Survey within four (4) months after the beginning of the Program of Study and submitting it to GS/OAS, and the Final Scholarship Survey, to be completed within three (3) months after the end of the Program of Study.
- 2.12 The Scholarship Recipient certifies that:
 - a) He/she is not an employee, consultant, intern, or a relative of an employee, consultant, or intern of the GS/OAS, nor does he/she have any other business or labor relationship with the GS/OAS or University.
 - b) He/she is not on trial in a criminal court of any jurisdiction; further, the Scholarship Recipient warrants that he/she has never been convicted of any serious crime in any jurisdiction, including but not limited to any crime involving dishonesty, fraud, or theft. The Scholarship Recipient shall immediately notify the GS/OAS in the event that a criminal charge is filed against the Scholarship Recipient during his/her participation in the Program of Study. Failures to notify GS/OAS in such instances shall be considered a breach of the terms of the Scholarship.
- 2.13 Upon signature of this Scholarship Acceptance Form, the Scholarship Recipient shall:
 - a) Provide to the GS/OAS and/or University any requested documentation.
 - b) Inform the GS/OAS in writing upon arrival at the University, if attending an on-site Program of Study or show proof of registration, if attending an online Program of Study.
 - c) Return this Scholarship Acceptance Form, signed, within five (5) days of receiving it.

- d) Immediately notify the GS/OAS and University of any changes in the Scholarship Recipient's status regarding all of the requirements listed in this Article 2.

3. DECLINATION OF THE SCHOLARSHIP AND SUSPENSION OF THE ACADEMIC PROGRAM OF STUDY

- 3.1 The Scholarship Recipient may not fail to start the Academic Program of Study or drop out of the Program of Study after receiving the Scholarship funds, unless for compelling and unforeseeable reasons, and shall give written notice and submit supporting proof to the GS/OAS of such reasons immediately upon this becoming foreseen by, or becoming known to, the Scholarship Recipient. Whether a reason is sufficiently compelling shall be left to the discretion of the GS/OAS.
- 3.2 In the event that the GS/OAS concludes that the reasons stated by the Scholarship Recipient do not duly justify failing to start or dropping out of the Program of Study, the Scholarship Recipient shall reimburse directly GS/OAS and/or University any funds received. Failure to do so will result in a ban on the Scholarship Recipient from consideration for any future scholarships of the Organization of American States or the University, and shall constitute grounds for GS/OAS to pursue legal action pursuant to Article 8.1.

4. NOTICE

- 4.1 All communications and notifications under this Scholarship Acceptance Form will be validly made when sent from/to mail or electronic mail provided by the Scholarship Recipient in this Scholarship Acceptance Form.
- 4.2 The Scholarship Recipient is responsible for informing the GS/OAS and University of any change in the address, telephone, electronic mail, or emergency contact information indicated in this Scholarship Acceptance Form.

5. RESPONSIBILITY:

- 5.1 The GS/OAS, the University, their officers, employees, and/or agents are not liable for any injury, death, or loss to person or property sustained by the Scholarship Recipient while participating in or arising out of any travel or activity conducted by or under the auspices of the Scholarship. In addition, the GS/OAS, the University, their officers, employees, and/or agents are not responsible for the Scholarship Recipient's health, safety, or security at any time.

6. SCHOLARSHIP TERMINATION AND REPAYMENT

- 6.1 At any time, and without cause, the GS/OAS and/or University may terminate this Scholarship and claim repayment of any amount of the Scholarship that has already been paid, plus any additional costs incurred by the GS/OAS and/or University or in

collecting the amount owed, including but not limited to attorney's fees and court costs. This Scholarship may also be terminated for any of the following reasons:

- i. Failure to comply with the applicable rules and procedures of the Program of Study and the regulations of the University;
- ii. Interruption or modification of the Program of Study or part of it without prior written approval by the GS/OAS and the University;
- iii. Breach of any of these terms and conditions; or
- iv. Failure to start and/or dropping-out of the Program of Study after having received the Scholarship funds without compelling reason and proof thereof.

6.2 In the event that Scholarship Recipient fails to comply promptly with any repayment obligations, Scholarship Recipient authorizes the GS/OAS and/or University to report the amount of those unsatisfied obligations and related information to any credit reporting company or credit bureau, regardless of his/her location or country.

7. PRIVILEGES AND IMMUNITIES:

7.1 Nothing in this Scholarship Acceptance Form shall constitute a waiver, express or implied, of the privileges and immunities of the OAS, the GS/OAS, its assets, officers, employees, and/or agents in accordance with the Charter of the Organization of American States, other relevant agreements, applicable national law, and general principles, and practices of international law.

8. DISPUTE RESOLUTION:

8.1 If a dispute arises between the Scholarship Recipient and the GS/OAS, it shall be settled by direct negotiations between them. If a solution satisfactory to the Scholarship Recipient and the GS/OAS cannot be reached, then the Scholarship Recipient and the GS/OAS shall submit their differences to arbitration pursuant to the Arbitration Rules of the United Nations Commission on International Trade Law ("UNCITRAL") currently in effect. The place of arbitration shall be Washington, D.C., U.S.A. The language in the proceedings shall be English, unless the Scholarship Recipient and the GS/OAS agree otherwise. The three arbitrators or, as the case may be, the one arbitrator shall decide the dispute as *amiable compositeur* or *ex aequo et bono*. The arbitrator's decision shall be final, binding and not subject to appeal. The law applicable to the arbitration proceedings and to this Acceptance Form shall be the law of the District of Columbia, U.S.A.

9. SCHOLARSHIP AGREEMENT AND DEADLINE OF ACCEPTANCE:

9.1 This Scholarship Acceptance Form constitutes the entire agreement between the GS/OAS, the University, and the Scholarship Recipient, and no later oral or written agreements shall be deemed valid unless reduced to writing and signed by the Scholarship Recipient and the GS/OAS. Any understanding or agreement that is not included in this Scholarship Acceptance Form shall be of no force or effect.

9.2 The Scholarship offer must be accepted within five (5) days of the date of its receipt, via the return of this Scholarship Acceptance Form completed and signed by electronic mail to the following address scholarships@oas.org.

Name of the Scholarship Recipient:

Signature of the Scholarship Recipient:

Date of Signature: