

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

Clasificación:
Classification: 18-2021
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 Florida National University.

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 up to ten (10) scholarships per academic year for programs offered by the University under PAEC ("OAS-UCI Scholarships").

Sujet:
Materia:

Partes:
Parties involved: GS/ Florida National University.
Parties:
Partes:

Referencia:
Reference: Florida National University.

Référence:

Referência:
Fecha de Firma:
Signature Date: June 24, 2020.
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:
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

FLORIDA NATIONAL UNIVERSITY

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 N.W., Washington, D.C. 20006, United States, through its Department of Human Development, Education and Employment (hereinafter "DHDEE"), represented by Kim Osborne, Executive Secretary for Integral Development, and Florida National University (hereinafter "University"), a private university, located at 4425 West Jose Regueiro (20th) Avenue, Hialeah, Florida 33012, United States, represented by Dr. Maria C. Regueiro, President and Chief Executive Officer, who is authorized to sign this Supplementary Agreement on behalf of the University,

Considering:

That on October 22, 2019, 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 under the Organization of American States ("OAS") Scholarship and Training Programs, and that this Supplementary Agreement is signed pursuant to Article III of that Cooperation Agreement;

That the terms, spirit, and programmatic and juridical framework of the Cooperation Agreement apply to this Supplementary Agreement, unless otherwise specified herein, and the terms and conditions set forth in the Cooperation Agreement are made part of this Supplementary Agreement by reference;

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; and

That GS/OAS is the central and permanent organ of the 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 AND SCOPE**

- 1.1 The purpose of this Supplementary Agreement is to establish the terms and conditions for the co-sponsorship of up to ten (10) scholarship(s) per academic year, for programs offered by the University, as described in Article 2.1., under the Partnerships Program for Education and Training (“OAS-FNU PAEC Scholarship”).

**ARTICLE II
THE PROGRAMS**

- 2.1 The University shall offer its in-person or distance education bachelor’s degree or master’s degree programs (“Program(s)”), as described below for those students selected for the OAS-FNU PAEC Scholarship (“Scholarship Recipients”). The Programs shall be of the lengths described below starting on various dates as published in the University’s academic calendar:

Program Name	In-Person / Distance	Credit Hours	Expected Time to Completion (including Summer attendance)
Master of Business Administration	Both	36	12 months
Master of Health Services Administration	Distance	36	12 months
Bachelor of Science in Accounting	Both	120	40 months
Bachelor of Science in Business Administration	Both	120	40 months
Bachelor of Science in Finance	Both	120	40 months
Bachelor of Science in Health Services Administration	Distance	121	40 months

- 2.2 To be considered for the OAS-FNU PAEC Scholarship, the candidate must first apply and be admitted to the University and then apply to the OAS-FNU PAEC Scholarship separately. The deadline to apply for the OAS-FNU PAEC Scholarship is March 31,

2020 and such other dates as may be established in subsequent years. An applicant must be able to present a University acceptance letter and meet other application requirements by the applicable deadline.

- 2.3 The DHDEE and the University shall subsequently select the Scholarship Recipients in accordance with the criteria and selection process to which they shall have agreed, to be outlined in the OAS-FNU PAEC Scholarship announcement.

ARTICLE III THE OAS-FNU PAEC SCHOLARSHIP

- 3.1 Subject to the terms and conditions hereof, the University shall award each Scholarship Recipient a tuition waiver in the amount of fifty percent (50%) of the published tuition amounts for the applicable Program in effect at the time the Scholarship Recipient applies to the University. The University shall provide the tuition waiver in accordance with its usual policy and procedures for awarding tuition waivers, and shall have no obligation hereunder to make a financial contribution directly to any Scholarship Recipient.
- 3.2 Neither the GS/OAS nor the University shall provide funds or waivers to Scholarship Recipients for additional costs and/or fees that are not expressly covered by the OAS-FNU PAEC Scholarship, and as set forth in the OAS-FNU PAEC Scholarship Acceptance Form, attached herein as Annex I, including, but not limited to:
- a) remaining tuition cost,
 - b) application fees,
 - c) housing costs,
 - d) meal plans,
 - e) University fees,
 - f) health Insurance fees,
 - g) orientation fees, and
 - h) any additional charges not covered by the OAS-FNU PAEC Scholarship.
- 3.3 The OAS-FNU PAEC Scholarship tuition discount established under Article 3.1 above shall apply to the Fall, Spring and Summer semesters of the applicable Program years.
- 3.4 The OAS-FNU PAEC Scholarship announcement shall indicate that expenses not covered under Article 3.1 above are the sole and exclusive responsibility of Scholarship Recipients.

ARTICLE IV THE OAS-GOVERNMENT OF THE COMMONWEALTH OF THE BAHAMAS SCHOLARSHIP PROGRAM

- 4.1 Scholarship Recipients of Bahamian citizenship may qualify to receive additional funding from the Government of the Commonwealth of The Bahamas, through the OAS-Government of the Commonwealth of The Bahamas Scholarship Program. With

regard to any Scholarship Recipient who also receives the OAS-Government of the Commonwealth of The Bahamas Scholarship, the University agrees to the Host Institution Terms and Conditions attached herein as Annex II.

- 4.2 Scholarship Recipients of Bahamian citizenship who wish to apply to the OAS-Government of the Commonwealth of The Bahamas Scholarship Program can pursue only the educational programs in priority areas for the OAS-Government of the Commonwealth of The Bahamas Scholarship Program, as identified in Annex III. The University shall determine in good faith whether any Program is in priority area set forth in Annex III, but shall not be responsible if the Commonwealth of The Bahamas Scholarship Program makes a contrary determination.
- 4.3 Scholarship Recipients of Bahamian citizenship who receive funds through the OAS-Government of the Commonwealth of the Bahamas Scholarship Program must maintain a minimum GPA of 3.0 on a 4.0 scale to maintain the OAS-Government of the Commonwealth of The Bahamas Scholarship, in addition to all requirements of the OAS-FNU PAEC Scholarship.

ARTICLE V ACTIVITIES AND RESPONSIBILITIES OF THE PARTIES

- 5.1 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.
- 5.2 The GS/OAS is not responsible for the safety and security of Scholarship Recipients at any time.
- 5.3 Neither Party shall assume responsibility for the acceptance of the certificate or degree obtained through the Program in the country of origin of the Scholarship Recipient.
- 5.4 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 Scholarship Acceptance Form signed by the Scholarship Recipient as a condition imposed by GS/OAS for receiving the OAS-FNU PAEC Scholarship. The GS/OAS agrees to provide such signed Scholarship Acceptance Form to the University in a timely manner.
- 5.5 The GS/OAS, through DHDEE, shall provide the University with detailed descriptions of the OAS-FNU PAEC Scholarship selection criteria.
- 5.6 The University will endeavor to use, to the advantage of Scholarship Recipients, the linkages and ties that it has developed with other universities and educational institutions through its international activities.
- 5.7 The University shall have in place and shall make available to Scholarship Recipients an international student support network, which includes academic

support.

- 5.8 The University shall be responsible for promptly notifying the DHDEE in the event the Scholarship Recipient, to the University's knowledge: (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, all in accordance with the Scholarship Acceptance Form signed by the Scholarship Recipient.
- 5.9 At the end of each academic cycle, the University shall inform the DHDEE of each Scholarship Recipient's academic progress. The University shall also review the progress of each Scholarship Recipient after one year in the degree program and shall promptly inform the DHDEE in writing regarding any changes to a Scholarship Recipient's eligibility to remain in the Program.
- 5.10 The University shall promote and disseminate information on the OAS Human Development Programs.
- 5.11 The University will provide access to its library holdings and databases to Scholarship Recipients who are students at the University, as applicable to their program of enrollment.
- 5.12 The Parties shall exchange relevant information on the Scholarship Recipients in order to maintain a database of former Scholarship Recipients who have graduated from the University, as specified in the Scholarship Acceptance Form signed by the Scholarship Recipient.

ARTICLE VI COORDINATION AND NOTIFICATIONS

- 6.1 The GS/OAS area with responsibility for coordinating GS/OAS activities under this Agreement is the DHDEE, and the Coordinator is Jesus Schucry Giacoman Zapata. Notification and Communications shall be forwarded to the Coordinator at the following address and e-mail address:

Jesus Schucry Giacoman Zapata
Director
General Secretariat of the Organization of American States
Department of Human Development, Education and Employment
1889 F Street, N.W., Washington, D.C. 20006
United States of America
Tel.: (1-202) 370-9771
Email: scholarships@oas.org or JGiacoman@oas.org

- 6.2 The University official with responsibility for coordinating cooperation activities under this Supplementary Agreement is Ms. Silvia Borges, Senior Job Development Specialist. Notifications and communications shall be forwarded to the Coordinator at the following address and e-mail address:

Ms. Silvia Borges
Senior Job Development Specialist
Florida National University
4425 West Jose Regueiro (20th) Avenue, Hialeah, Florida 33012, USA
Tel.: 305-821-3333 Ext. 1075
Email: sborges@fnu.edu

- 6.3 All communications and notifications arising from this Agreement shall be valid only if forwarded the appropriate Coordinator by post or e-mail, at the address indicated 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 INTELLECTUAL PROPERTY

- 7.1 The University represents and warrants that it holds or has obtained the necessary permission to use all copyright in the materials used in its Program.
- 7.2 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 Program, then the University shall be considered the principal vis-a-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 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 for a period of four (4) years, subject to Article 8.4 below, and shall automatically renew for successive terms of four (4) years unless and until terminated in accordance with Article 8.4 below.
- 8.2 This Supplementary Agreement is subject to the availability of funds of both Parties.

- 8.2 This Supplementary Agreement is subject to the availability of funds of both Parties.
- 8.3 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.
- 8.4 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 with respect to all Scholarship Recipients who as of the date the notice is given, have already enrolled in the Program or have been officially notified of their selection as Scholarship Recipients for the academic years covered under this Supplementary Agreement.
- 8.5 This Supplementary Agreement is governed by the terms and conditions of the Cooperation Agreement signed by the Parties. If there is any conflict or inconsistency between this Supplementary Agreement and the Cooperation Agreement, the terms of the Cooperation Agreement shall prevail.
- 8.6 The performance of this Supplementary Agreement and related actions by the University, including, without limitation, the University's offering of educational programs and tuition waivers, and the University's issuance of Forms I-20 (Certificate of Eligibility for Nonimmigrant (F-1) Student Status-For Academic and Language Students) and other activities relating to student visas, is subject to the University's compliance with all applicable laws and binding accrediting agency standards to which the University is subject.


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

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


Kim Osborne
Executive Secretary
Secretariat for Integral Development
Organization of American States

Date: June 24, 2020

FOR FLORIDA NATIONAL UNIVERSITY


Dr. Maria C Regueiro
President/CEO
Florida National University

Date: 06/24/2020

**SAMPLE FORM
ANNEX I**

**THE OAS-FLORIDA NATIONAL UNIVERSITY SCHOLARSHIP ACCEPTANCE
FORM**

**OAS PARTNERSHIPS PROGRAM FOR EDUCATION AND TRAINING
DEPARTMENT OF HUMAN DEVELOPMENT, EDUCATION AND EMPLOYMENT**

Scholarship Recipient	
Name <i>(as it appears in passport)</i>	
Country of citizenship	
Passport number	
Country of issue	
Address	
Telephone	
Email address	
Emergency contact	
Emergency contact's telephone	
Program of Study	
Name	
Academic Institution	
Dates	
Country of Study / Modality	Onsite or Online/ United States

I, [REDACTED] (hereinafter "Scholarship Recipient"), hereby accept the scholarship offered by the General Secretariat of the Organization of American States (hereinafter "GS/OAS") through its Department of Human Development, Education and Employment (hereinafter "DHDEE") and Florida National University (hereinafter "FNU" 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:

- a) Shall receive a tuition waiver equal to fifty percent (50%) of the annual tuition cost for

the duration of their Program of Study.

- 1.2 The GS/OAS and FNU 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 Scholarship Recipient is responsible for any and all additional costs not covered by the amount set forth in Article 1.1 above, including, but not limited to:
 - a) remaining tuition cost,
 - b) application fees,
 - c) housing costs,
 - d) meal plans,
 - e) University fees,
 - f) health Insurance fees,
 - g) orientation fees, and
 - h) any additional charges not covered by the OAS-FNU PAEC Scholarship.
- 2.2 Scholarship Recipient is responsible for obtaining from other sources the financial resources necessary to cover the costs not covered by the Scholarship, and may be required to show proof of such additional funding to FNU and the GS/OAS upon request.
- 2.3 Unless otherwise specified in Article 1.1, 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 GS/OAS nor FNU shall be responsible or liable, directly or indirectly, in any way for Scholarship Recipient's debt or financial obligations to the other party or to any third parties.
- 2.5 Scholarship Recipient is required to complete the Program of Study according to the standards of the University.
- 2.6 This Scholarship is subject to the compliance of Scholarship Recipient with all academic requirements of the Program of Study established by the University, all other obligations set forth in this Scholarship Acceptance Form, and all policies and procedures of the University.
- 2.7 Scholarship Recipient authorizes FNU to disclose to the GS/OAS (and any other component of the Organization of American States), and authorizes the GS/OAS (and any other component of the Organization of American States) to access, in connection with the administration of the Scholarship, any information regarding his/her education, including, but not limited to: transcripts, academic grades, academic progress records, grading records, test results, enrollment and attendance status and records, disciplinary status and records, academic standing information, applications for admission, information relating to legal and policy violations, health status impacting ability to complete program, 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 associated with the GS/OAS. Scholarship Recipient further authorizes FNU to disclose his/her demographic information including, without limitation, his/her name, date of birth, nationality, major, date and program of graduation, and email address, to GS/OAS for the purpose of inclusion in a database of scholarship recipients maintained by GS/OAS.

- 2.8 Scholarship Recipient shall participate in any orientation session required by GS/OAS and/or FNU.
- 2.9 Scholarship Recipient agrees to comply with FNU's policies on participant conduct and to refrain from participating in activities or improper behavior that might be inconsistent with the conduct expected of a Scholarship Recipient. FNU has discretion to determine whether a Scholarship Recipient's conduct fails to meet the standards expected.
- 2.10 Scholarship Recipient shall inform the GS/OAS if he/she is required to travel outside the country of study for more than five (5) school days during the on-site Program of Study, if applicable. Any travel that exceeds five (5) days shall be treated as a suspension of the Program of Study, thus Scholarship Recipient shall be treated in accordance with Article 3 below.
- 2.11 Scholarship Recipient shall participate in the evaluation of the effectiveness of the PAEC when contacted to do so by the GS/OAS.
- 2.12 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, OAS, or FNU.
 - b) He/she is not on trial in a criminal court of any jurisdiction; further, 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. Scholarship Recipient shall immediately notify the GS/OAS in the event that a criminal charge is filed against Scholarship Recipient during his/her participation in the Program of Study. Failure 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, 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 FNU, 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.
 - d) Immediately notify the GS/OAS and FNU of any changes in the Scholarship Recipient's status regarding this Article 2.

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

- 3.1 Scholarship Recipient may not fail to start the Program of Study or drop-out of the Program of Study after receiving the Scholarship funds, absent compelling and unforeseeable reasons, and shall give written notice and submit supporting proof to the DHDEE of such reasons immediately upon them being foreseen by, or becoming known to, the Scholarship Recipient. Whether a reason is sufficiently compelling shall be left to the discretion of GS/OAS.
- 3.2 In the event that GS/OAS concludes that no compelling reasons were present, Scholarship Recipient shall directly reimburse FNU for funds received (including charges waived). Failure to do so will result in the Scholarship Recipient being barred from any future consideration for OAS or FNU scholarships, and shall constitute grounds for the 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 to the mailing address or electronic mail provided by the Scholarship Recipient in this Acceptance Form.
- 4.2 Scholarship Recipient is responsible for informing the GS/OAS and FNU of any change in address, telephone, electronic mail, or emergency contact information indicated in this Acceptance Form.

5. RESPONSIBILITY:

- 5.1 GS/OAS, FNU, their officers, employees, and/or agents are not liable for any injury, death, or loss to person or property arising out of enrollment in the Program of Study or 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, GS/OAS, FNU, 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, for cause, the GS/OAS and/or FNU may terminate this Scholarship and claim repayment of any amount of the Scholarship that has already been paid (including via a waiver of charges), plus any additional costs incurred by GS/OAS and/or FNU in collecting the amount owed, including but not limited to attorney's fees and court costs. Cause for termination may include, but is not limited to:

- a) Failure to comply with the laws of the country where the Program of Study is held, with the exception of minor vehicular offenses;
 - b) Failure to comply with the applicable rules and procedures of the Program of Study and the regulations of the University;
 - c) Interruption or modification of the Program of Study or part of it without prior written approval by the GS/OAS and University;
 - d) Failure to comply with immigration laws and to return to reside to his/her country of nationality within sixty (60) days upon completion of the Program of Study, unless he/she joins an international organization that serves the development of the Americas as a staff member or holds another valid visa status;
 - e) Breach of any of these terms and conditions; or
 - f) Failure to start and/or dropping-out of the Program of Study after having received the Scholarship funds or waiver 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 GS/OAS and/or FNU 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. GS/OAS 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 OAS, relevant agreements, applicable national law, or the 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, USA.

9. SCHOLARSHIP AGREEMENT AND DEADLINE OF ACCEPTANCE:

9.1 This Scholarship Acceptance Form constitutes the entire scholarship agreement between 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, the GS/OAS, and the University. Any understanding or agreement that is not included in this 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, by way of the return of this Acceptance Form, completed and signed, via e-mail to the following address: scholarships@oas.org.

Name of the Scholarship Recipient:

Signature of the Scholarship Recipient:

Date of Signature:

ANNEX II
HOST INSTITUTION TERMS AND CONDITIONS

Host Institution shall:

1. Prepare and issue Forms I-20 (relating to F1 visa status) to Scholarship Recipients and their dependents, subject to compliance with applicable law and Student and Exchange Visitor Program requirements.
2. Provide health insurance information to Scholarship Recipients and, subject to student eligibility and agreement, assist them in enrolling in a health insurance plan, provided that the plan includes benefits such as emergency medical evacuation, repatriation of mortal remains, Emergency Reunion, Accidental Death & Dismemberment, as needed for international students.
3. Inform the GS/OAS of Scholarship Recipients' on-campus employment status during the OAS-FNU PAEC Scholarship period, which will be forwarded to the Government of the Commonwealth of The Bahamas by the GS/OAS, attaching the following:
 - a. Academic advisor's statement that work-hours will not interfere with academic commitments or affect academic performance; and
 - b. Description of employment offer, including location and functions to be performed.
4. Refer all matters relating to Scholarship Recipient requests for extensions of study beyond the Program of Study's full-time study term period, or to extend their stay at the University, and matters relating to the suspension or termination of their participation in the Program of Study through the GS/OAS for a decision by Government of the Commonwealth of The Bahamas for decision.
5. Report on the academic progress of each Scholarship Recipient and present reports twice a year to the GS/OAS, including comments from the Scholarship Recipient's academic advisors. These reports shall be submitted to the GS/OAS by the end of January for the previous Summer/Fall period, typically July-December, and by the end of July for the previous Spring period, typically January-June, of each year.
6. At the end of each academic year, provide copies of all official transcripts and reports on Scholarship Recipients, highlighting, in particular, cases displaying a Scholarship Recipient's weak academic performance, academic dishonesty, or any risk of academic failure.

ANNEX III
PRIORITY ACADEMIC AND TECHNICAL AREAS OF THE MINISTRY OF
EDUCATION, SCIENCE AND TECHNOLOGY OF THE COMMONWEALTH OF
THE BAHAMAS

ACADEMIC AREAS	TECHNICAL AREAS
Public Administration and Policy	Air Conditioning & Refrigeration
Actuarial Science	Auto Mechanics
Agricultural Studies	Aviation Mechanics
Airport Management	Aviation Studies
Anthropology	Building Inspection
Architecture	Carpentry
Archival Management	Construction Technology
Archival Materials Processing	Dental Hygiene
Conservation Management	Diesel Mechanics
Construction Management	Disaster Recovery
Engineering	Dry Wall
Ecology	Electronic Technology
Arts and Fine Arts including Music	Emergency Medical Services
Foreign Languages	Fire & Safety Protection / Management
Geographic Information Systems	Laboratory Technology
Heritage Management	Masonry
Hospitality Studies	Medical Equipment Repair & Maintenance
Hotel Management	Medical Technology
Information Technology	Occupational Therapy
Land Surveying	Physical Therapy
Management Information Systems	Plumbing
Mathematics	Respiratory Technology
Marine Studies	Roofing
Performing Arts	Steel Fabrication

Pharmacy	Surgical Technology
Project Management	Tiling
Psychology - Post Graduate ONLY	Welding
Quantity Surveying	
Social Work - Post Graduate ONLY	
Speech Pathology	
Sustainable Development	
Tourism & Development	
Urban Development/Planning	
Water Management/Distribution	