

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

Classification: 59-2023.

Entry Date: November, 2023.

Name of the agreement: Scholarship agreement between the General Secretariat of the Organization of American States, through the Department of Human Development, Education and Employment and the University of the West Indies.

Subject: The purpose of this Agreement is to establish the terms and conditions for the co-sponsorship of up to thirty-five (35) scholarships between the GS/OAS and The UWI under the PAEC ("OAS-UWI PAEC Scholarship") at The UWI Campuses, that include: The Mona Campus, The Cave Hill Campus, The St. Augustine, and The Open Campus.

Parties involved: GS / University of the West Indies.

Reference : University of the West Indies.

Signature Date: November 15, 2023

Start Date:

End Date:

Place of Signature: Kingston, Jamaica.

Unit in Charge: Executive Secretary for Integral Development (SEDI).

Person in Charge:

Clôture des procédures:

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

## SCHOLARSHIP AGREEMENT

BETWEEN

**THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES, THROUGH THE DEPARTMENT OF HUMAN DEVELOPMENT, EDUCATION AND EMPLOYMENT**

AND

**THE UNIVERSITY OF THE WEST INDIES**

**THIS AGREEMENT** is made this 17 day of **October 2023** between the General Secretariat of the Organization of American States (“GS/OAS”), a public international organization, with headquarters at 1889 F Street, NW, Washington, D.C., 20006, United States, through its Department of Human Development, Education and Employment (“DHDEE”), represented by Kim Osborne, Executive Secretary for Integral Development,

AND

**THE UNIVERSITY OF THE WEST INDIES**, a regional institution duly constituted by Royal Charter and represented by the Vice- Chancellor, Professor Sir Hilary Beckles with Headquarters situated in Mona, Kingston Jamaica and comprise the Mona Campus situated at Mona in Kingston 7, Jamaica; the Cave Hill Campus situated at Cave Hill, St. Michael in Barbados; the St. Augustine Campus situated in St. Augustine in Trinidad and Tobago, The Five Islands Campus situated in Antigua and Barbuda and an Open Campus which serves seventeen countries within the Caribbean region inclusive of the four countries noted above.

### Considering

That the GS/OAS has as one of its objectives to provide educational opportunities in the Americas through the granting of annual scholarships, undergraduate and postgraduate studies, either in person or at a distance, and that program coverage and impact are strengthened and enhanced through alliances established through agreements with internationally recognized universities that share costs, offer joint scholarships, minimize tuition costs, and wish to be part of the OAS University Consortium;

That the Organization of American States (“OAS”) has established the Partnerships Program for Education and Training Scholarship Program (“PAEC”), which seeks to tap into scholarships, tuition waivers, and other discount offers from educational and other public and private institutions and universities of the OAS Member States and Permanent Observer Countries for technical, graduate, and undergraduate programs leading to an academic degree and other studies leading to a certificate;

That UWI is the Caribbean’s leading university, possessing the largest pool of Caribbean intellect and expertise committed to confronting the critical issues of our region and wider world. The UWI is ranked among the top universities in the world, by the most reputable

ranking agency, Times Higher Education. It is the only Caribbean-based University to make the prestigious lists.

The UWI has established partnering centers with universities in North America, Asia, and Africa.

That the Parties share an interest in selecting and supporting outstanding individuals in the Americas to study at The UWI;

That the DHDEE is the department within the Executive Secretariat for Integral Development of the GS/OAS responsible 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; and

That the 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 into this Agreement, as set forth below:

## ARTICLE I OBJECTIVE AND SCOPE

- 1.1. The purpose of this Agreement is to establish the terms and conditions for the co-sponsorship of up to thirty-five (35) scholarships between the GS/OAS and The UWI under the PAEC (“OAS-UWI PAEC Scholarship”) at The UWI Campuses, that include: The Mona Campus, The Cave Hill Campus, The St. Augustine, and The Open Campus
- a) Every academic year of this Agreement, The UWI, through each UWI Campus identified, subject to its Rules and Regulations, shall offer the following scholarships under the OAS-UWI PAEC Scholarship for the programs described in Article 2.1 below.

CAMPUS	AMOUNT
The Mona Campus	9
Cave Hill Campus	6
St. Augustine Campus	10
The Open Campus	10

**ARTICLE II  
THE ACADEMIC/TRAINING PROGRAM[S]**

2.1. The UWI shall offer its undergraduate programs; graduate programs, and UWI Senate approved certificate courses for applicants selected for the OAS-UWI PAEC Scholarship (“Scholarship Recipient[s]”). Each Program area’s duration and other details as set forth below:

**Table A. Education/Training Program Areas Available for  
OAS-UWI PAEC SCHOLARSHIP**

Area	Modality	Language	Duration	Tuition and other costs for complete program	Start and End Dates of Program in Academic Year	URL
Undergraduate programs	Onsite	English	Normally 36 months	Tuition costs for academic year 2023/24 are currently unavailable	August - May	<a href="https://www.cavehill.uwi.edu/academics/programme-search.aspx">https://www.cavehill.uwi.edu/academics/programme-search.aspx</a>
Graduate programs	Onsite	English	Normally 18 months	Tuition costs for academic year 2023/24 are currently unavailable	Normally August -May	<a href="https://www.mona.uwi.edu/">https://www.mona.uwi.edu/</a> ; <a href="https://sta.uwi.edu/programme-search/">https://sta.uwi.edu/programme-search/</a>
Early Childhood Development and Family Studies bachelor’s and certificate course (The Course).	Online (with a face-to-face practical component for the Practicum 1 course)	English	Normally 12 – 15 months	Tuition costs for academic year 2023/24 are currently unavailable	Normally August - May	<a href="https://www.open.uwi.edu/">https://www.open.uwi.edu/</a> <a href="https://fiveislands.uwi.edu/">https://fiveislands.uwi.edu/</a>

**ARTICLE III  
APPLICATION REQUIREMENTS**

3.1. In order to qualify for an OAS-UWI PAEC Scholarship, applicants must:

- a) Meet all of the UWI requirements for admission to at least one of the programs identified in Article 2.1 and receive an offer of admission from The UWI;

- b) Apply for the OAS-UWI PAEC Scholarship through The UWI;
  - c) Be accepted for the OAS-UWI PAEC Scholarship by The UWI and the GS/OAS;
- 3.2. The deadline for candidates to apply for the OAS-UWI PAEC Scholarship through UWI is April 30, 2024, and UWI shall provide the GS/OAS with a list of admitted and recommended students within thirty (30) business days thereafter.

**ARTICLE IV  
THE SCHOLARSHIP**

- 4.1. The number of OAS-UWI PAEC Scholarships per program may be increased or decreased based on the number of qualified applications received per program, when both parties agree. The UWI and the GS/OAS will decide internally on the redistribution of the OAS-UWI PAEC scholarships per program during the selection of the candidates.
- 4.2. The UWI Campuses will provide a one-time tuition waiver to Scholarship Recipients in accordance with the table below:

CAMPUS	UWI Contribution (tuition waiver)	OAS Contribution (Tuition stipend)
Mona Campus	USD \$1,000.00	USD 3,000.00
Cave Hill Campus	USD \$1,000.00	USD 3,000.00
St Augustine Campus	USD \$1,000.00	USD 3,000.00
The Open Campus	USD \$378.00	USD 3,500.00

- 4.3. The GS/OAS shall in each academic year for the duration of this agreement grant to The UWI a maximum sum of USD 110,000, representing the total sum of the tuition stipend, to be disbursed subject to the recommendations of the Selection Committee and based on the availability of funds, in accordance with Article 4.2 above.
- 4.4. Every academic year of this Agreement, the GS/OAS shall transfer the total yearly amount, based on availability of funds, of its tuition stipend referenced in Article 4.3 above to The UWI through a one-time payment, within thirty (30) days of receiving the corresponding invoice from the University.
- 4.5. To receive this payment, The UWI shall submit the corresponding invoice to the GS/OAS no later than November 30, 2023 through the DHDEE Jennifer Hoogdorp at [jhoogdorp@oas.org](mailto:jhoogdorp@oas.org) with copy to SEDI AMS Officer, Yurismay Flores at [yflores@oas.org](mailto:yflores@oas.org).
- 4.6. The UWI shall bear any and all local charges associated with the bank transfer of the payment and with any devaluation in the currency as a result of the transfer.

- 4.7. The GS/OAS shall also offer in-kind services through dissemination and promotion of the Program, which includes exposure on OAS social media channels and with its network of OAS Member States and their respective Ministries of Education.

**ARTICLE V  
ACTIVITIES AND RESPONSIBILITIES OF THE PARTIES**

- 5.1. Neither The UWI nor the GS/OAS shall provide funds to Scholarship Recipients for costs and fees that are not included in this Agreement. The announcement of the OAS-UWI PAEC Scholarship shall indicate that expenses not listed in this Agreement are the sole and exclusive responsibility of Scholarship Recipients. The Scholarship Recipient shall be responsible for but not limited to:

Undergraduate programs:

- The remaining tuition fees;
- Mandatory incidental university fees;
- Books and study materials;
- Health insurance (including administration costs);
- Subsistence (cost of living expenses such as housing, local transportation etc.);
- Round trip air fare;
- Visa charges, (if applicable); and
- Any additional costs and fees not included in the OAS-UWI PAEC Scholarship offer.

Graduate programs:

- The remaining tuition fees;
- Study tours;
- Mandatory incidental university fees;
- Books and study materials;
- Health insurance (including administration costs);
- Subsistence (cost of living expenses such as housing, local transportation etc.);
- Round trip air fare;
- Visa charges, (if applicable); and
- Any additional costs and fees not included in the OAS-UWI PAEC Scholarship offer.

Certificate course:

- Remaining University fees, include but may not be limited to:
  - ID Card
  - Guild Fees:
  - Technology Fee:
- Application fees,

- Books and study materials, and
  - Any additional costs not included in the OAS-UWI PAEC Scholarship.
- 5.2. Scholarship Recipients are expected to acquire adequate insurance against risk that is associated with traveling abroad. The travel insurance should at least cover overseas medical expenses, accidental death or injury, overseas funeral expenses, loss, theft or damage to personal possessions and money (including travel documents).
  - 5.3. The UWI shall reimburse the GS/OAS the full amount of any payment for any Scholarship Recipient who does not begin the Program on its corresponding start date and communicated to Scholarship Recipients by the University.
  - 5.4. Neither Party to this Agreement shall assume responsibility for the acceptance of the certificate or degree obtained through the OAS-UWI PAEC Scholarship in the country of origin of the Scholarship Recipient or any potential employer.
  - 5.5. The UWI and the GS/OAS shall jointly select candidates to receive the OAS-UWI PAEC Scholarship, and the GS/OAS shall send them a Scholarship Acceptance Form (See Annex I) that they must sign with the GS/OAS. The parties shall jointly establish a Selection Committee comprising both UWI and GS/OAS personnel. The UWI and the GS/OAS shall agree in writing to the qualification and criteria for Scholarship Recipients and the application and selection process in accordance with the relevant provisions of this Agreement.
  - 5.6. All selected candidates must sign the Scholarship Acceptance Form to receive the OAS-UWI PAEC Scholarship and become a Scholarship Recipient.
  - 5.7. Scholarship Recipients shall be notified through the Scholarship Acceptance Form that they are subject, and expected to comply with The UWI policies, provisions, general practices.
  - 5.8. The UWI shall be responsible for immediately notifying the DHDEE in the event the Scholarship Recipient: (i) terminates his/her studies at The UWI for any reason; (ii) does not attend classes with the regularity expected by The UWI; (iii) is not meeting The UWI academic requirements; (iv) has violated UWI rules and/or regulations; (v) is suffering from a prolonged illness of any kind that causes him/her to suspend his/her studies; (vi) has been arrested for violation of any laws that are applicable to the Scholarship Recipient at the time of the Program; (vii) has been disciplined and/or placed on probation by The UWI; (viii) has been expelled by The UWI; (ix) has died; (x) has failed to appear at The UWI or on The UWI online portal in order to start the Program; or (xi) for any other reason, is no longer enrolled at The UWI, all in accordance with the consent form signed by the Scholarship Recipient.
  - 5.9. The UWI shall inform the GS/OAS of each Scholarship Recipient's academic progress, if applicable, during the Program and promptly notify the GS/OAS in

writing regarding any changes to a Scholarship Recipient's eligibility to remain in the Program.

- 5.10. The UWI shall provide each Scholarship Recipient her/his degree or certificate within six (6) months after successfully completing the Program and having complied with all requirements for graduation.

## **ARTICLE VI INTELLECTUAL PROPERTY**

- 6.1. The UWI represents and warrants that the programs under this agreement are approved by the Senate, the academic authority for The UWI pursuant to Statute 25 of The University of the West Indies Statutes and Ordinances.
- 6.2. Neither Party shall use the trademarks, trade names, service marks, service names, brand names, domain names, logo, or any other licensed mark or intellectual property of the other Party in any way without prior written consent.

## **ARTICLE VII DATA PROTECTION**

- 7.1. Each of the Parties shall at all times comply with relevant data protection laws and all other applicable local laws and/or regulations and policies of either Party. The Parties therefore, shall at all times recognize the right to the protection of personal data and shall not use personal data for any other purpose except for the purpose for which it is collected. The parties may only share personal data in lawful circumstances and shall protect personal data against unauthorized access.

## **ARTICLE VIII CIVIL RESPONSIBILITY AND INDEMNIFICATION**

- 8.1. The parties assume full responsibility for the claims and damages directly and proximately caused by actions and omissions of their corresponding representatives, officials, employees and contractors.
- 8.2. If for any reason a third party should file a claim against one of the Parties in relations to the execution of the OAS-UWI PAEC Scholarship, the responsible Party shall be considered 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. Moreover, if a third party files a claim against the GS/OAS for the improper use of a copyright in respect with the materials used by The UWI in its Programs, then The UWI shall be the responsible party that is obligated to respond and indemnify the GS/OAS, pursuant to the terms of this Article.



**ARTICLE IX**  
**COORDINATION AND NOTIFICATIONS**

- 9.1. The GS/OAS area with responsibility for coordinating GS/OAS activities under this Agreement is the DHDEE, and the Coordinator is Jesus Schucry Giacomán Zapata, Director of the DHDEE. Notifications and communications should be directed to the Coordinator at the following address and e-mail:

Jesus Schucry Giacomán Zapata  
Department of Human Development, Education and Employment  
General Secretariat of the Organization of American States  
1889 F Street, N.W.  
Washington, D.C. 20006  
United States of America  
Tel.: (1-202) 370-4625  
Email: [jgiacomán@oas.org](mailto:jgiacomán@oas.org) and [scholarships@oas.org](mailto:scholarships@oas.org)

- 9.2. The person responsible for coordinating cooperation activities under this Agreement for The UWI is Marjorie Rose-Parkes, Senior Assistant Registrar. Notifications and communications should be directed to the Coordinator at the following address and e-mail:

Marjorie Rose-Parkes  
Office of administration  
UWI, Mona  
Kingston 7, Jamaica  
Tel: 8769772407 / 9272425  
Email: [marjorie.roseparkes@gmail.com](mailto:marjorie.roseparkes@gmail.com)

- 9.3. All communications and notifications arising from this Agreement shall be valid only if forwarded by post or e-mail and addressed to the appropriate Coordinator at the address indicated in Articles 9.1 and 9.2. 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.
- 9.4. Each Party may change the area of responsibility, designated Coordinator, address, telephone number, and/or e-mail address indicated herein, by notifying the other Party in writing.

**ARTICLE X  
PRIVILEGES AND IMMUNITIES**

- 10.1. Nothing in this Agreement constitutes an express or implied waiver of the privileges and immunities of the OAS, the GS/OAS, its personnel, and its assets, in accordance with the OAS Charter, relevant agreements, applicable national law, or the general principles and practices of international law.

**ARTICLE XI  
DISPUTE RESOLUTION**

- 11.1. Any dispute or complaint that may arise in conjunction with the application or interpretation of this Agreement, or any amendments to this Agreement, shall be settled by direct negotiations between the Parties. If a solution satisfactory to both Parties cannot be reached, then the Parties may submit the dispute to be finally settled under the rules of arbitration of the arbitration body agreed to by the Parties, before a single arbitrator appointed in accordance with the said rules. The arbitrator's decision shall be final, binding, and not subject to appeal.

**ARTICLE XII  
GENERAL PROVISIONS**

- 12.1. 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, the GS/OAS, to the extent applicable, and without prejudice to its privileges and immunities, as stated in Article X above, and UWI shall comply with the provisions of the Inter-American Convention against Corruption and the applicable provisions of the country in which the Agreement is implemented. Failure to comply with the instant provision shall constitute sufficient grounds for termination of this Agreement, in accordance with the provisions of Article 12.5 below.
- 12.2. This 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 three (3) years unless terminated in accordance with this agreement.
- 12.3. The Parties may modify this Agreement by means of a written document signed by the duly authorized representatives of both Parties, dated and attached hereto. The terms of this Agreement shall control all amendments, except with respect to the terms that are specified therein.
- 12.4. If the Parties agree to create a new PAEC or other scholarship program, the Parties shall create amendments to supplement or modify this Agreement. Each Amendment to this Agreement shall include any applicable modifications to this Program, or the terms and conditions that are relevant to any new additional programs. The terms of

this Agreement shall control all amendments, except with respect to the terms that are specified therein.

- 12.5. This Agreement may be terminated by written notice signed by the Parties, or may be terminated unilaterally by either Party without cause upon no less than Sixty (60) days' prior written notice to the other. However, if terminated unilaterally, this Agreement shall remain in force with respect to all Scholarship Recipients who as of the date the notice is given, have already enrolled in a Program or have been officially notified of their selection as Scholarship Recipients for the academic years specified in Article II of this Agreement, or those provided in later amendments to this Agreement.
- 12.6. Articles VI, VII, VIII, X and XI shall survive the expiry or termination of this Agreement.

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

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

**FOR THE UNIVERSITY OF THE  
WEST INDIES**



**Kim Osborne**  
Executive Secretary for Integral  
Development (SEDI)

**Place:** Washington, D.C., USA

**Date:** 10/26/2023



**Professor Sir Hilary Beckles**  
Vice-Chancellor

**Place** Kingston, Jamaica

**Date:** 11/15/2023

**ANNEX I**  
**THE UNIVERSITY OF THE WEST INDIES**  
**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	The University of the West Indies
Dates	To
Modality / Country of Study	Onsite/

I, \_\_\_\_\_ (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 The University of the West Indies (hereinafter "UWI" 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:

- a) A one-time tuition waiver of USD 1,000 from the UWI, and a one-time tuition stipend of USD 3,000, depending on the selected program, from the GS/OAS, if

the Recipient is from The Mona Campus, The Cave Hill Campus, or The St. Augustine Campus, to help defray the cost of tuition and program cost, paid directly to The UWI; or

- b) A one-time tuition waiver of USD 378 from the UWI, and a one-time tuition stipend of USD 3,500, depending on the selected program, from the GS/OAS, if the Recipient is from The Open Campus, to help defray the cost of tuition and program cost, paid directly to The UWI.

- 1.2 The GS/OAS and UWI reserve the right to change and/or cancel the above-listed benefits at any time and without prior notice. Save and except that students who are recipients of scholarships under this agreement shall continue to receive the benefit arising from this agreement.

## 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:

Undergraduate programs:

- The remaining tuition fees;
- Mandatory incidental university or miscellaneous fees;
- Books and study materials;
- Health insurance (including administration costs);
- Subsistence (cost of living expenses such as housing, local transportation etc.);
- Round trip air fare;
- Visa charges, (if applicable); and
- Any additional costs and fees not included in the OAS-UWI PAEC Scholarship offer.

Graduate programs:

- The remaining tuition fees;
- Study tours;
- Mandatory incidental university or miscellaneous fees;
- Books and study materials;
- Health insurance (including administration costs);
- Subsistence (cost of living expenses such as housing, local transportation etc.);
- Round trip air fare;
- Visa charges, (if applicable); and
- Any additional costs and fees not included in the OAS-UWI PAEC Scholarship offer.

Certificate course:

- Remaining University fees, include but may not be limited to:
    - ID Card
    - Guild Fees
    - Technology Fee
  - Application fees,
  - Books and study materials, and
  - Any additional costs not included in the OAS-UWI PAEC Scholarship.
- 2.2 Scholarship Recipient is responsible for obtaining from other sources the financial resources necessary to pay for all additional costs that exceed the Scholarship benefits listed in Article 1.1 and may be required to show proof of such additional funding to UWI and the GS/OAS, upon request.
- 2.3 Unless otherwise specified in Article 1.1, Scholarship Recipient shall acquire a major medical or other insurance plan that provides the coverage required by the University and/or the country where the on-site Program of Study is held, if applicable, including adequate coverage against risk that is associated with traveling abroad. The travel insurance should at least cover overseas medical expenses, accidental death or injury, overseas funeral expenses, loss, theft or damage to personal possessions and money (including travel documents).
- 2.4 Neither GS/OAS nor UWI 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 the University of the West Indies Charter and its amendments, Statutes, Ordinances, Rules, Regulations and Policies that are developed within the University from time to time. In connection with the administration of the Scholarship, the Scholarship Recipient authorizes UWI to disclose and provide access to the GS/OAS and any other area of the Organization of American States deemed necessary by the GS/OAS, 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 UWI to disclose to the GS/OAS,

for the purpose of populating a database of scholarship recipients maintained by the GS/OAS, his/her demographic information including, without limitation, his/her name, date of birth, nationality, major, date and program of graduation, and email address.

- 2.7 Scholarship Recipient shall participate in any orientation session required by the GS/OAS and/or UWI.
- 2.8 The Scholarship Recipient hereby permits The UWI to inform the GS/OAS of his or her academic progress, if applicable, during the Program and to notify the GS/OAS in writing regarding any changes to his or her eligibility to remain in the Program, subject to the relevant data protection laws and The University of the West Indies Data Protection Policy and Procedures.
- 2.9 Scholarship Recipient agrees to comply with UWI'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. UWI has discretion to determine whether a Scholarship Recipient's conduct fails to meet the standards expected.
- 2.10 If the studies are being completed on-site, then Scholarship Recipient must 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 Program of Study. 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 UWI.
  - 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 UWI, 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 receipt.
- d) Immediately notify the GS/OAS and UWI 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 UWI for funds received (including charges waived). Failure to do so will result in the Scholarship Recipient being barred from any future consideration for OAS, 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 Scholarship Acceptance Form.

4.2 Scholarship Recipient is responsible for informing the GS/OAS and UWI of any change in address, telephone, electronic mail, or emergency contact information indicated in this Scholarship Acceptance Form.

### **5. RESPONSIBILITY:**

5.1 GS/OAS, UWI, 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, UWI, 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 UWI 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 UWI 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 University of the West Indies Charter and its amendments, Statutes, Ordinances, Rules, Regulations and Policies that are developed within the University from time to time.
  - 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 UWI 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.
- 6.3 The GS/OAS and UWI may terminate or change the benefits of this Scholarship at any point without prior notice and without cause.

## **7. PRIVILEGES AND IMMUNITIES OF THE GS/OAS:**

- 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 Scholarship 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 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, by way of the return of this Scholarship Acceptance Form, completed and signed, via e-mail to the following address: [scholarships@oas.org](mailto:scholarships@oas.org).

Name of the Scholarship Recipient:

Signature of the Scholarship Recipient:

Date of Signature: