

Acuerdos Bilaterales

Clasificación: 40-2007

Fecha de Ingreso: 12 de octubre de 2007

Nombre de Acuerdo: Agreement Between the General Secretariat of the Organization of American States, through the Department of Human Development and Carleton University on Cooperation Regarding the Human Development Programs of the General Secretariat of the Organization of American States

Materia:

Partes: SG/OEA & Carleton University

Referencia: CU

Fecha de Firma: 16 de julio de 2007

Fecha de Inicio:

Fecha de Terminación:

Lugar de Firma:

Unidad Encargada:

Persona Encargada:

Original:

Claves:

Cierre del proceso:

AGREEMENT BETWEEN
THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN
STATES, THROUGH THE DEPARTMENT OF HUMAN DEVELOPMENT

AND

CARLETON UNIVERSITY

ON COOPERATION REGARDING THE HUMAN DEVELOPMENT
PROGRAMS OF THE GENERAL SECRETARIAT OF THE ORGANIZATION
OF AMERICAN STATES

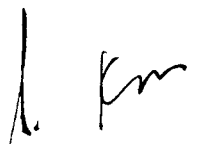
The Parties to this Agreement, (hereinafter the "Agreement") the General Secretariat of the Organization of American States (hereinafter "GS/OAS"), a public international organization, with headquarters at 1889 F Street N.W., Washington, D.C. 20006, United States, through its Department of Human Development (hereinafter "DHD"), represented by its Director, Marie Levens, and Carleton University, 1125 Colonel By Drive, Ottawa, Ontario, Canada K1S 5B6, represented by Dr. Samy Mahmoud, Vice Chancellor and President pro tempore,

Recognizing that the Heads of State and Government of the Americas, gathered at the Second Summit of the Americas (1998), in Santiago, decided to promote development in the region by expanding and strengthening educational opportunities;

Considering that GS/OAS is the central and permanent organ of the Organization of American States (hereinafter "OAS") and has the authority to establish and promote relations of cooperation in accordance with Article 112.h of the OAS Charter and General Assembly resolution AG/RES. 57 (I-O/71);

Recognizing that the GS/OAS established the DHD as an entity for the promotion, coordination, administration, and facilitation of the planning and execution of human development programs and activities under the Strategic Plan for Partnership for Integral Development of the Inter-American Council for Integral Development;

Considering that the OAS has established the OAS Academic Scholarship program (hereinafter the "Program") to provide educational opportunities in the Americas, awarding scholarships each year for research, and undergraduate and graduate studies, both attendance-based and distance education, and that the Program's coverage and impact are strengthened and augmented through alliances established through the conclusion of agreements with internationally recognized universities that share costs, offer joint scholarships, reduce tuition costs, and wish to join the OAS consortium of universities;

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Considering that Carleton University is a public educational institution founded in 1942 in accordance with the provisions of Article 11 of its General Statutes, whose registered office is at 1125 Colonel By Drive, Ottawa, Ontario, Canada K1S 5B6, and whose office with responsibility for this Agreement is Carleton International,

Declaring that education is key to strengthening democratic institutions, promoting the development of human potential, equality, and mutual understanding among peoples, that it has positive impact on economic growth, education, and eradication of poverty, and that, to achieve such goals, it is essential to consolidate education of quality that is available to all;

Considering that Carleton University is an internationally recognized high-level academic institution that offers a wide variety of professional academic studies at the undergraduate and graduate levels, has great interest in acquiring an international student body by accommodating foreign students of different nationalities, and wishes to join the OAS Consortium of Universities;

Recognizing that the Parties share an interest in selecting and supporting outstanding individuals of the Americas to study and train at Carleton University,

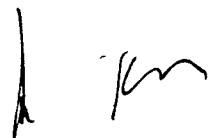
Have agreed to enter into this Agreement:

ARTICLE I OBJECTIVE

- 1 The purpose of this Agreement is to establish the terms and conditions for cooperation between the Parties in order to strengthen education and human development in the Americas through:
 - 1.1 Co-sponsorship of scholarship recipients selected through the OAS Scholarship and Training Program (hereinafter the "scholarship recipients") to study at Carleton University (hereinafter the "University");
 - 1.2 Distance learning and teaching techniques through the use of information technologies, especially for low income groups, rural communities, and communities of low levels of development;

ARTICLE II INFORMATION AND COOPERATION

- 2.1 The University shall provide DHD with information and documents on the technical, academic, and professional development programs available for which it shall consider applications from interested candidates in accordance with this Agreement. The programs must be consistent with OAS development priorities and mandates for human resource development in the member states.



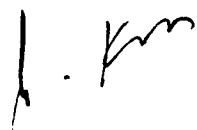
- 2.2 GS/OAS, through DHD, shall provide the University with detailed descriptions of the scholarship selection criteria and available benefits of the OAS Scholarship and Training Programs.
- 2.3 The University shall promote and disseminate information on the educational programs of the GS/OAS and, in turn, DHD shall promote and disseminate on its web page the University's academic and research programs.
- 2.4 The Parties shall exchange relevant information on students who complete studies at the University in order to maintain a database of former OAS scholarship recipients who have graduated from the institution, for follow-up and evaluation purposes, among others.
- 2.5 The Parties shall regularly exchange information regarding scholarship recipients and regarding their activities of mutual interest, and shall maintain close collaboration in connection with matters of common interest. In addition, the Parties shall establish special ties to coordinate or carry out joint activities such as those described in articles above.

ARTICLE III SPECIAL RELATIONS OF COOPERATION

- 3.1 The Parties shall consider developing special relations of cooperation and shall identify projects and activities of common interest. When the corresponding authorization and funds for the implementation of such projects and activities have been obtained, the Parties shall prepare a supplementary agreement or memorandum of understanding (MOU) containing the terms and conditions applicable to each project or activity. These documents shall specify in detail the responsibilities and mutual obligations of the Parties, including, but not limited to, the nature and amount of the financial commitment assumed by each.
- 3.2 The rights and responsibilities of the Parties in publications arising from a specific joint project or activity shall be established as agreed by the Parties in the corresponding supplementary agreement or MOU.

ARTICLE IV PROGRAMS

- 4.1 The OAS Scholarship and Training Programs award scholarships to persons interested in pursuing undergraduate or graduate studies, and/or conducting research in a university or institution of higher education in a member state. Studies may be imparted on an attendance-based or distance education basis, or a combination thereof. Scholarships are awarded for a maximum of two academic years. Scholarships for graduate studies are awarded for Master's or doctoral studies.

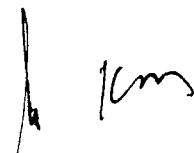


Undergraduate scholarships are awarded only to candidates from member states of the English-speaking Caribbean for the final two years of studies leading to an undergraduate degree (university degree or equivalent). Scholarship recipients undertake to return to their countries of origin upon completion of their studies.

- 4.2 Professional Development Program scholarships are awarded to individuals meeting the professional development requirements for specialized professional development courses offered under agreements with governments or other institutions.
- 4.3 The Educational Portal of the Americas promotes human resource instruction and training in the Americas through the use of information and communication technologies. Training costs are greatly reduced through the use of such tools, which also make such instruction and training accessible to individuals in remote areas and/or of limited means.
- 4.4 General descriptions of programs offered by Carleton University may be found at <http://www.carleton.ca/cuuc/> and <http://www.gs.carleton.ca/calendars/current/> for undergraduate and graduate programs respectively.

ARTICLE V RESPONSIBILITIES OF THE PARTIES

- 5.1. In accordance with the provisions in force, OAS scholarships may only be awarded for a maximum of two years. Candidates selected to receive an OAS scholarship shall be entitled to any or all of the benefits specified in their contract. Such benefits shall be consistent with GS/OAS rates and regulations and shall be specified in the contracts issued by the GS/OAS that are concluded with scholarship recipients. Such benefits are subject to satisfactory academic progress in the program of studies, candidates' continued registration as a full-time student, and availability of GS/OAS resources.
- 5.2. In accordance with Program regulations and the provisions of the contract signed by each scholarship recipient, such recipients registered to pursue attendance-based studies shall receive return air fare to travel between their countries of origin and Ottawa, Ontario, Canada, a monthly stipend to cover support costs, a contribution toward the cost of books and materials, and health insurance. Incoming students to Carleton University are required to enroll in the mandatory University Health Insurance Plan (UHIP) of the Government of Ontario.
- 5.3. The GS/OAS shall be responsible for seeking to place as many qualified students as permitted by the Program's norms, its budgetary allocation, the regulations adopted by the political organs of the Organization, academic demand in the scholarship cycle, and the University's ability to offer places to students selected by the GS/OAS.

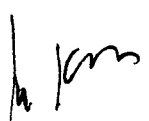


- 5.4. GS/OAS shall place students who meet such selection criteria and requirements as are established in the University's academic program.
- 5.5. Carleton University may, in accordance with its internal criteria and subject to the availability of funding, offer paid teaching or research assistantships to OAS scholarship recipients.
- 5.6. Carleton University shall be responsible for having and making available to scholarship recipients a good international student support network. Carleton University shall seek to provide students with support in their work at Carleton University.
- 5.7. The University, with the written permission by the OAS scholarship recipient, shall have responsibility for immediately notifying the DHD in the event that any of the following situations occur with regard to the scholarship recipient: The Recipient: (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 Canadian National, Provincial, and/or local laws; (vii) has been disciplined and/or placed on probation by the University; (viii) has been expelled by the University; (ix) has died; or (x) for any other reason, is no longer enrolled at the University.
- 5.8. At the end of each academic cycle, the University shall inform the DHD of scholarship recipients' academic progress. It shall also review the progress of each scholarship recipient after one year in the program and shall inform the DHD regarding his/her capacity to remain in it.

ARTICLE VI COORDINATION AND NOTIFICATIONS

- 6.1 The GS/OAS area with responsibility for coordinating GS/OAS activities under this Agreement is the Department of Human Development, and its Coordinator, the Director of the Department. Notifications and communications shall be forwarded to the Coordinator at the following address, fax number, and e-mail address:

OAS General Secretariat
Director of the Department of Human Development
1889 F Street, N.W.
Washington, D.C. 20006
United States of America
Tel.: (1-202) 458-6166
Fax: (1-202) 458-3878
E-mail: dhd@oas.org



6.2 The Carleton University area with responsibility for coordinating cooperation activities under this Agreement is Carleton International, whose Coordinator is Dr. Mary Jo Lynch, Director, Carleton International. Notifications and communications shall be forwarded to the Coordinator at the following address, fax number, and e-mail address:

Director, Carleton International
510G Tory Building
1125 Colonel By Drive
Ottawa ON Canada K1S 5B6
Tel: (1-613) 520-2511
Fax: (1-613) 520-2521
E-mail: Yvonne_clevers@carleton.ca

6.3 All communications and notifications arising from this Agreement shall be valid only if forwarded by post, fax, or e-mail, and addressed to the Coordinators at the addresses indicated in Articles 6.1 and 6.2 hereof. 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.

6.4 Either of the Parties may change the area of responsibility, designated Coordinator, address, telephone number, fax number, and/or e-mail address indicated herein, so notifying the other Party in writing.

ARTICLE VII PRIVILEGES AND IMMUNITIES

7. None of the provisions of this Agreement shall constitute express or tacit waiver or renunciation of the privileges and immunities enjoyed by the OAS, the GS/OAS, OAS political organs, staff members, and/or property and assets under the laws of Canada, the United States of America, or international law.

ARTICLE VIII DISPUTE RESOLUTION

8.1 All disputes arising through the application or interpretation of this Agreement, its supplementary agreements, memoranda of understanding, or letters exchanged in accordance with the provisions of Article 4.3 hereof shall be resolved through direct negotiation among the Parties. Should a resolution satisfactory to both not be reached, the Parties shall submit the matter to arbitration procedures in accordance with the Arbitration Rules in force of the United Nations Commission on International Trade Law (UNCITRAL). The place of arbitration shall be in Washington, D.C., United States of America, and the law applicable to this Agreement and the arbitration proceedings shall be the law of the District of



Columbia, USA. The language of the arbitration shall be English unless the Parties otherwise mutually agree. The court of arbitration that is set up in accordance with those rules shall decide by friendly mediation or *ex aequo et bono* and its decision shall be final and binding.


ARTICLE IX GENERAL PROVISIONS

- 9.1 The Parties hereby undertake to maintain the highest standards of ethics and administrative transparency in all actions and activities carried out in connection with this Agreement. In addition, GS/OAS, to the extent applicable, and without prejudice to its privileges and immunities, mentioned in Article 7, and Carleton University hereby undertakes to comply with the provisions of the Inter-American Convention against Corruption and the applicable provisions of the country where the programs, projects, and/or activities are implemented, in accordance with Article 3.1. Failure to comply with the instant provision shall constitute sufficient grounds for early termination of this Agreement, in accordance with the provisions of Article 9.5 hereof.
- 9.2 This Agreement may only be amended by prior mutual written agreement among the duly authorized representatives of the Parties. The instruments of amendment shall be annexed hereto and shall constitute integral parts hereof.
- 9.3 This Agreement shall come into force as of the date of signature by the authorized representatives of the Parties and shall remain in force in accordance with the provisions of Article 9.5.
- 9.4 Should there be any change in the OAS Scholarship Program with implications for this Agreement, the Agreement shall be amended or terminated.
- 9.5 This Agreement may be terminated by mutual agreement or may be deemed terminated by either of the Parties upon no less than 30 days' written notice to the other, without having to adduce grounds therefore. However, such termination shall have no bearing on such supplementary agreements, memoranda of understanding, and/or letters exchanged as the Parties may have signed for the implementation of programs, projects and/or activities under the provisions of Article 3.1 hereof for which financing has been duly provided. Such agreements, memoranda and/or letters shall remain in force for the life thereof unless the Parties otherwise so decide.



IN WITNESS WHEREOF, the duly authorized representatives of the Parties have executed this Agreement on the dates and places shown below.

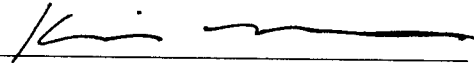
**FOR THE GENERAL SECRETARIAT
OF THE ORGANIZATION OF AMERICAN
STATES**



Marie Levens
Director,
Department of Human Development
Organization of American States

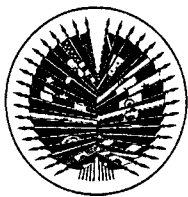
Washington DC 10th of July 07
Date and place

FOR CARLETON UNIVERSITY



for
Dr. Samy Mahmoud
Vice Chancellor and
President pro tempore
Carleton University

Ottawa, July 16/07
Date and place



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

DELEGATION OF AUTHORITY

COOPERATION AGREEMENT BETWEEN THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES, THROUGH THE DEPARTMENT OF HUMAN DEVELOPMENT, AND CARLETON UNIVERSITY REGARDING, THE OAS HUMAN DEVELOPMENT PROGRAMS

I, José Miguel Insulza, Secretary General of the Organization of American States ("OAS"), hereby authorize Ms. Marie Levens, Director of the Department of Human Development, to sign the above-referenced Agreement on behalf of the General Secretariat of the OAS.

This delegation of authority expires on the 15th day of August 2007.

A handwritten signature in black ink, appearing to read 'Insulza', written over a horizontal line.

Name and signature of the Secretary General

Place: *Washington DC*

Date: *July 6, 2007*