

## Acuerdos Bilaterales

Clasificación: 47-2003

Fecha de Ingreso: 11 de junio de 2003

Nombre de Acuerdo: Agreement for the OAS Americas Leadership Fellowship Program

Materia: Becas

Partes: SG/OEA & LASPAU Academic & Professional Programs for the Americas, INC.

Referencia: LASPAU (Ver PPAA)

Fecha de Firma: 17 de diciembre de 2001

Fecha de Inicio: 17 de diciembre de 2001

Fecha de Terminación: 17 de diciembre de 2003

Lugar de Firma: Cambridge, MA, Estados Unidos / Washington, D.C, Estados Unidos.

Unidad Encargada:

Persona Encargada:

Original:

Claves:

Cierre del proceso:



**AGREEMENT  
BETWEEN**

**THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES,  
THROUGH AND FOR THE INTER-AMERICAN AGENCY FOR COOPERATION AND  
DEVELOPMENT**

**AND**

**LASPAU: ACADEMIC & PROFESSIONAL PROGRAMS FOR THE AMERICAS, INC.**

**FOR**

**THE OAS AMERICAS LEADERSHIP FELLOWSHIP PROGRAM**

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THROUGH AND FOR THE INTER-AMERICAN AGENCY FOR COOPERATION AND  
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**LASPAU: ACADEMIC & PROFESSIONAL PROGRAMS FOR THE AMERICAS, INC.**

**FOR**

**THE OAS AMERICAS LEADERSHIP FELLOWSHIP PROGRAM**

The Parties to this Agreement, the General Secretariat of the Organization of American States ("GS/OAS"), through and for the Inter-American Agency for Cooperation and Development ("IACD") and LASPAU: Academic & Professional Programs for the Americas, Inc. ("LASPAU");

Recognizing, that the Heads of State and Government of the Americas, meeting in the 1998 Summit in Santiago, Chile undertook to accelerate development in the region by expanding and strengthening learning opportunities;

Taking into account that the IACD annually awards hundreds of fellowships for graduate studies and research, as well as scholarships for undergraduate study, and that the number of those awards can be multiplied through arrangements for cost sharing, joint scholarships, and tuition reimbursement with universities which elect to participate in the Program;

Recognizing that IACD and LASPAU share a common interest in selecting and supporting outstanding individuals from the Americas for study and training at universities of excellence in the Americas; and

Considering that funding from the IACD under this Agreement, when complemented by LASPAU's ability to identify tuition support from universities of the OAS Member States, guarantees the expansion of current efforts to address development needs in the region through educational exchanges;

Agree to the following terms and conditions:

**ARTICLE I**  
**OBJECTIVE AND GENERAL OVERVIEW**

1.1. The objective of this Agreement is to establish the terms and conditions for the provision of services relating to the administration of the **OAS Americas Leadership Fellowship Program** (“the Program”), and the leveraging of resources and expansion of fellowship opportunities available under the Program. Activities under this Agreement shall be restricted to educational fellowships awarded under the Undergraduate Scholarship Program, the Graduate Scholarship Program, the Alberto Lleras Leadership Fellowship Program, and the Student Partnership Program.

**ARTICLE II**  
**DEFINITION OF TERMS**

For the purposes of this Agreement, the following definitions are used.

2.1. **The Program:** refers to the program of scholarships and fellowships administered by the IACD to provide opportunities for higher education and professional development in priority areas of study and research to qualified citizens of OAS Member States. Among these scholarships and fellowships are the following:

2.1.1. Undergraduate Scholarship Program provides scholarships for completion of the last two years of a Bachelor Degree or professional development program at an equivalent level, at universities of OAS Member States.

2.1.2. Graduate Scholarship Program provides scholarships for graduate studies or research at universities of OAS Member States.

2.1.3. Alberto Lleras Leadership Fellowship Program provides fellowships for undergraduate and graduate studies or research at universities participating in the Program through agreements with GS/OAS to co-finance scholarships in specified programs or fields. The Alberto Lleras Leadership Fellowship Program also includes fellowships that are co-sponsored by other funding organizations and fellowship agencies.

2.1.4. Student Partnership Program covers partial expenses for persons accepted at any OAS fellowship program for undergraduate or graduate study or research and who accept personal responsibility for the balance of expenses from institutional support or through educational credit institutions such as the Leo S. Rowe Pan American Fund.

2.2. **Fellowship or Scholarship:** refers to a non-refundable sum of money or its equivalent awarded to enable a person to undertake studies at a college or university. The term Fellowship is used to include reference to “scholarships” as distinct from the more limited application of the term “fellowships”.

2.3. **OAS Fellow:** refers to the individual who is a recipient of an OAS Fellowship.

2.4. **Host institution or place of study:** refers to the universities, academic and educational institutions or research facilities at which OAS Fellows will undertake studies or conduct research under the provisions of the Program.

2.5. **SELF-PLACED:** refers to a fellowship applicant who personally and directly applies for admission to the place of study of choice.

2.6. **LASPAU-PLACED:** refers to a fellowship applicant for whom LASPAU seeks admission to the place of study.

2.7. **Pooled Budget:** refers to the estimated annual budget for all OAS Fellows based on common program objectives. An average program cost per OAS Fellow is assumed and multiplied by the total number of OAS Fellows for the year. The actual costs per OAS Fellow are managed within the pooled budget.

### **ARTICLE III** **APPLICANT SELECTION (SELF-PLACED)**

3.1. Interested candidates for an OAS Americas Leadership Fellowship ("OAS Fellowship") must satisfy all eligibility requirements established by the IACD.

3.2. The IACD shall be responsible for maintaining and providing all necessary information on the Program, announcing invitation for applications, and for receiving applications. LASPAU will assist the IACD in promoting the Program.

3.3. LASPAU shall review each application for completeness and shall maintain a file and an electronic record for each applicant and shall have each applicant evaluated by at least two persons with appropriate qualifications and experience using criteria established by the IACD.

3.4. LASPAU shall provide the IACD with an electronic file containing all relevant information, including the results of the evaluation and its recommendation for awards, for use by the GS/OAS Fellowship Selection Committee.

3.5. The IACD shall convoke the meeting of the GS/OAS Fellowship Selection Committee. LASPAU shall participate at that meeting with voice but without vote, and shall assist in the deliberations of the GS/OAS Fellowship Selection Committee by providing information and clarifications related to the evaluation of applicants and recommendations for awards.

3.6. On behalf of the IACD, LASPAU shall inform each applicant of the selection results. The IACD shall be responsible for informing Permanent Missions to the OAS, National Liaison Agencies (ONEs), and GS/OAS Offices in the OAS Member States of the candidates selected for the awards.

3.7. LASPAU and the IACD shall periodically review the application process, requirements, forms and the procedures for the selection of OAS Fellows.

**ARTICLE IV**  
**APPLICANT SELECTION AND PLACEMENT (LASPAU-PLACED)**

4.1. Interested candidates for an OAS Fellowship must satisfy all eligibility requirements established by the IACD, and LASPAU requirements for placement.

4.2. The IACD shall be responsible for maintaining and providing all necessary information on the Program and for announcing invitation for applications. LASPAU will assist the IACD in promoting the Program.

4.3. LASPAU shall be responsible for receiving and processing applications. In this capacity, LASPAU shall review each application for completeness and shall maintain a file and an electronic record for each applicant and shall have each applicant evaluated by at least two persons with appropriate qualifications and experience using criteria established by the IACD.

4.4. LASPAU will use as one of its screening tools its Admission Test for Graduate Studies. Students shall be responsible for the cost of this Test. If and where appropriate, LASPAU shall conduct interviews of applicants.

4.5. LASPAU shall provide the IACD with an electronic file containing all relevant information, including the results of the evaluation, interviews and recommendation for awards, for use by the GS/OAS Fellowship Selection Committee.

4.6. The IACD shall convoke the meeting of the GS/OAS Fellowship Selection Committee. LASPAU shall participate at the meeting with voice but without vote, and shall assist in the deliberations of the GS/OAS Fellowship Selection Committee by providing information or clarifications related to the evaluation and interview of applicants, and recommendations for awards.

4.7. On behalf of the IACD, LASPAU shall inform each applicant of the selection results. The IACD shall be responsible for informing Permanent Missions to the OAS, National Liaison Agencies (ONEs), and GS/OAS Offices in the OAS Member States of the candidates selected for awards.

4.8. LASPAU shall endeavor to place applicants at universities participating in the Alberto Lleras Fellowship Program or at LASPAU associated universities, taking into consideration the educational goals and academic qualifications of the applicant and, where feasible, preferences for place of study indicated by the applicant.

4.9. LASPAU shall at the same time negotiate for tuition scholarships or other forms of assistance from the host institution and by June of each year shall provide the IACD with a final list of placed candidates and any financial benefits negotiated.

4.10. LASPAU and the IACD shall periodically review the application process, requirements, forms and the procedures for the selection of OAS Fellows.

4.11. Beginning in 2002, LASPAU shall, in a phased and gradual manner, begin to assist in the selection and placement process for OAS Fellows in the Undergraduate Scholarship

Program and the Graduate Scholarship Program, and thereafter manage these OAS Fellows according to the services described in Article V.

## **ARTICLE V**

### **ADMINISTRATION OF OAS FELLOWSHIPS**

5.1. **Administration of the OAS Fellowships:** LASPAU shall be responsible for the administration of the fellowships in the 2002 OAS Fellowship period and thereafter for the duration of this Agreement. Under the terms of this Agreement, the IACD and LASPAU will annually celebrate supplementary agreements to establish the terms and conditions for the administration of each OAS Fellowship period. In addition, LASPAU will sign a contract, previously approved by the IACD, with each OAS Fellow ("Fellowship Contract"). The Fellowship Contract will provide the terms and conditions for the award of the OAS Fellowships and the obligations of the OAS Fellows. Furthermore, LASPAU will inform the host institutions or places of study, and all other relevant parties of the award and of the benefits and conditions of the OAS Fellowship.

5.2. **Immigration:** LASPAU shall issue IAP-66 forms (certificate of eligibility for J-1 exchange visitor status) for all OAS Fellows studying in the United States and for their dependents, if necessary. LASPAU shall also assist in making necessary visa arrangements for OAS Fellows in other countries, as required.

5.3. **Travel arrangements:** When the OAS Fellow is not in the host institution or place of study, LASPAU shall arrange for travel, to and from the country of residence and the host institution or place of study.

5.4. **Health insurance:** LASPAU shall arrange for health insurance for the OAS Fellow and make the required periodic payments.

5.5. **Orientation:** LASPAU shall provide OAS Fellows with an on-line OAS Fellow's Binder, which includes information pertinent to the study abroad and the terms and conditions of the OAS Fellowship.

5.6. **Advising and monitoring:** LASPAU shall routinely monitor the academic progress and status of each OAS Fellow and shall provide the necessary information, advise and support to ensure the well-being of the OAS Fellows. LASPAU will refer to the terms and conditions of the Fellowship Contract when resolving academic, financial, or procedural issues.

5.7. **Academic reports:** LASPAU shall keep records on each OAS Fellow and shall prepare annual management reports at the end of the academic year on all OAS Fellows and on the overall trends and issues that affect them. These reports would include highlights, observations, and an analysis of overall academic performance and any anomalies or problems. These reports shall be submitted to the IACD by the end of June of each year.

5.8. **Second year award recommendation:** LASPAU shall make recommendations to the IACD, based on the OAS Fellow's progress and academic standing, as to whether or not funding for the second year should be made available for that OAS Fellow.

The IACD shall inform LASPAU of those OAS Fellows for whom the second year funding would be available.

5.9. **Extension of stay:** All matters relating to requests for extension of OAS Fellowships beyond the Fellowship Contract period, or extension of stay in the host or other country, and matters relating to the suspension or termination of the OAS Fellowship shall be referred to the IACD for its decision.

5.10. **Financial management:** LASPAU shall provide the following financial services: a) payments to host institutions or places of study for tuition, fees, health insurance, and other allowed expenses on behalf of OAS Fellows; and b) payments directly to the OAS Fellow for subsistence (monthly living stipend for room and board), and books.

5.11. **Financial record keeping:** LASPAU shall maintain the following records and controls: a) an individual financial record per OAS Fellow; b) quarterly financial reports for the IACD outlining funds received, funds expended, and balances held or funds due; and c) annual individual budget summary to review any changes in projected expenses by OAS Fellows.

5.12. **OAS Fellowship termination and return:** At the end of each OAS Fellowship, LASPAU shall: a) make return travel arrangements; b) provide to the IACD an academic report per OAS Fellow (including a report of his/her academic advisor); c) provide to the IACD a final evaluation report made by each OAS Fellow; d) make all final payments; and e) produce a final financial report per OAS Fellow.

5.13. **Database of the OAS Fellows:** LASPAU shall provide and maintain a database for the IACD for at least two years containing information about the OAS Fellows' whereabouts and achievements after they return to their countries.

## **ARTICLE VI** **FINANCIAL OBLIGATIONS**

6.1. The IACD shall be responsible for providing all OAS Fellowship benefits set out in the Fellowship Contract. These benefits, where applicable, include: round trip airfare, settling-in allowance, non-waivable tuition and fees, living allowance, book allowance, health insurance, and thesis fees. The benefits and allowances shall be at the rate established by the IACD in the supplementary agreements celebrated annually by the IACD and LASPAU.

6.2. The IACD will pay LASPAU for its administrative support services, including the selection and placement of OAS Fellows, at a rate per OAS Fellow. This rate and other details will be specifically established in the supplementary agreements celebrated annually by the IACD and LASPAU.

6.3. In accordance with the supplementary agreements celebrated annually by the IACD and LASPAU, the IACD will pay LASPAU quarterly for OAS Fellow expenses and for the administration of the Program, making adjustments for a surplus or deficit in funds from the previous quarter.

6.4. Any expenses incurred by LASPAU in excess of those expressly set out in this Agreement or in the supplementary agreements shall be the sole responsibility of LASPAU.

6.5. LASPAU shall provide the IACD with a quarterly financial report for the quarter ending providing details of expenditure and administrative charges per OAS Fellow, overall status of funds provided by the IACD for that quarter and submitting a budget for anticipated expenditures for the next quarter.

## **ARTICLE VII** **BUDGET**

7.1. The IACD shall review and approve the per-OAS Fellow expense and LASPAU's administrative support services budget for the remainder of the year 2001, and for 2002 presented by LASPAU on or before December 31<sup>st</sup> 2001.

7.2. For the calendar year 2003, the IACD shall review and approve in writing the per-OAS Fellow expense and LASPAU's administrative support services budget for 2003 presented by LASPAU on or before September 30<sup>th</sup> 2002.

7.3. In each consecutive year LASPAU will prepare an estimated OAS Fellow budget and a LASPAU administrative support services budget for the following year. These budgets will be submitted to the IACD on or before September 30<sup>th</sup> each year.

7.4. The IACD shall inform LASPAU of any changes in the Program requirements and/or funding levels for subsequent years in July of each year of the agreement.

## **ARTICLE VIII** **COORDINATION**

8.1. Each Party will designate the personnel to oversee and implement the Program. The oversight of the Program will be effected by:

**For IACD:**

Santos Mahung  
Director, Division of Human Development  
(DHD)  
IACD – GS/OAS  
1889 F Street, NW  
Washington, DC 20006, USA  
202-458-6166

**For LASPAU:**

Ned D. Strong  
Executive Director  
LASPAU  
25 Mt. Auburn Street  
Cambridge, MA 02138, USA  
617-495-0555

8.2. Either Party may change these designations and appoint other personnel by advanced written notification to the other.

8.3. The Parties shall communicate with each other regularly during the academic year regarding the progress of the OAS Fellows and other matters related to the Program.

8.4. Notice required under this Agreement shall not be valid and effective unless received by the Coordinator of the receiving Party designated in accordance with this Article.

## **ARTICLE IX**

### **GENERAL TERMS AND CONDITIONS**

9.1. Nothing in this Agreement shall be construed to create a Partnership between the Parties under law. Neither Party shall be legally responsible to third Parties for the legal actions and liabilities of the other. The Party whose actions give rise to such actions and liabilities shall indemnify the other for all costs incurred in responding to, satisfying, and otherwise defending against them.

9.2. LASPAU shall assume full responsibility before the IACD for its actions and omissions, and the actions and omissions of its coordinators, representatives and employees regarding the management of the funds received from the IACD. LASPAU shall indemnify the IACD for any loss or liability arising from its negligent or willful misconduct.

9.3. LASPAU agree to keep in strictest confidence all information regarding this Agreement and will only publish information about the Program with prior written consent from the IACD.

9.4. The Parties shall attempt to resolve any disputes between them over the interpretation and execution of this Agreement or the supplementary agreements through amicable conversations, negotiations, and other such means. If those amicable means prove unsuccessful, either Party may submit the matter to final and binding arbitration in Washington, D.C., by the American Arbitration Association in accordance with its rules, or as they may otherwise agree. Nothing in this Agreement constitutes a waiver, express or implied of the privileges and immunities enjoyed by either Party.

## **ARTICLE X**

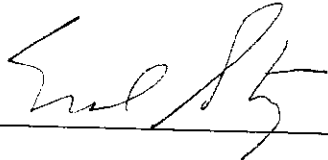
### **DURATION, AMENDMENT, AND TERMINATION**

10.1. This Agreement shall enter into force on the date it is signed by both Parties. It shall expire three years from that date, unless the Parties, by way of amendment pursuant to this Article, agree to extend the term.

10.3. Notwithstanding the foregoing Paragraph, either Party may terminate this Agreement by giving written notice to the other three months prior to the effective termination. In the event this Agreement is terminated, no additional OAS Fellowships shall be granted under this Agreement after the receipt of the termination notice for this Agreement by the notified Party. Termination of this Agreement, however, shall not interrupt or terminate OAS Fellowships and other obligations assumed by either Party to OAS Fellows who were awarded OAS Fellowships in the Program prior to the date that notice was received, and the Parties shall remain bound to comply with their obligations to those OAS Fellows as established under this Agreement herein until their respective OAS Fellowships terminate in accordance with the terms under which they were granted.

10.4. This Agreement may be modified by way of a Document or Letter of Amendment provided and signed by both Parties. However, no such modification shall retroactively alter the terms or conditions of OAS Fellowships in force to the prejudice of any OAS Fellow then in the Program.

In Witness whereof, the duly authorized representatives of the Parties, hereby subscribe to this Agreement in duplicate originals, at the place and on the date indicated below.



Ned Strong  
Executive Director  
Cambridge, MA

Date: Dec 17, 2001



L. Ronald Scheman  
Director General  
Washington, DC

Date: Dec. 17, 2001

