

Acuerdos Bilaterales

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Nombre de Acuerdo: Agreement for The Americas Leadership Fellowship Program "Alberto Lleras"

Materia: Becas

Partes: SG/OEA & University of Louisville

Referencia: UL

Fecha de Firma: 7 de enero de 2002

Fecha de Inicio: 7 de enero de 2002

Fecha de Terminación: 7 de enero de 2007

Lugar de Firma: Louisville, KY. 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
UNIVERSITY OF LOUISVILLE**

**FOR
THE AMERICAS LEADERSHIP FELLOWSHIP PROGRAM
" ALBERTO LLERAS "**

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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 the University of Louisville;

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

Considering that the IACD has launched the Americas Leadership Fellowship Program "Alberto Lleras" (the Program) to expand educational opportunities in the Americas through a consortium of universities in support of that undertaking;

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 scholarships can be multiplied through arrangements for cost sharing, joint scholarships, and tuition reimbursement with universities which elect to participate in the Program;

Considering that the University of Louisville has been selected by past OAS fellowship recipients as a preferred place of study and is desirous of participating in the Program;

Recognizing that they share a common interest in selecting and supporting outstanding individuals from the Americas for study and training at the University of Louisville;

Agree:

ARTICLE I
OBJECTIVE

The objective of this Agreement is to establish the terms and conditions for cooperation between the parties in cosponsoring eligible OAS fellowship and scholarship recipients ("Fellows") for studies or research at the University of Louisville, as part of the Americas Leadership Fellowship Program "Alberto Lleras".

ARTICLE II
EXCHANGE OF PROGRAM INFORMATION

1. University of Louisville shall provide the IACD with information and documentation on the programs for which it will consider applications from interested candidates under this Agreement. The information shall include the full World Wide Web address, if any, of each department of the University of Louisville offering programs covered by this Agreement. For its part, IACD shall include this information on its web site, in its public announcements and in its promotion booklet, and shall link the University of Louisville's web site to its web site.
2. IACD shall provide the University of Louisville with a description of the fellowship and scholarship assistance available under the Program, including its World Wide Web address. That information shall include, among others, minimum eligibility requirements, application dates and submission locations, and the application. University of Louisville shall include this information in a form acceptable to the University of Louisville in its catalogue and/or other informational documents on scholarships and fellowships (both referred to hereafter as "fellowships"), as well as on its World Wide Web site.

ARTICLE III
SELECTION OF FELLOWS

1. Interested candidates for an Americas Leadership Fellowship ("the Fellowship") must satisfy all eligibility requirements for an IACD fellowship, as well as the University of Louisville's admission requirements.
2. The Fellowship is only available for the following types of research or study:
 - a. Full-time graduate study for up to two years leading to a Masters Degree or the equivalent degree offered for study beyond the University of Louisville-level Bachelor's Degree, or its equivalent.
 - b. Full-time graduate study for a Ph.D. or equivalent degree, including thesis research, for up to two years.

- c. Full-time post-doctorate research and visiting faculty teaching and research, for a limited time and under other terms and conditions, to be determined in each case by agreement between the University of Louisville, IACD, and the Fellow.
3. Applications for the Fellowship must be submitted to the Division of Human Development (DHD) of the IACD in accordance with the established policies and procedures. By the end of April of each year, IACD shall provide the University of Louisville with the names, addresses, and proposed program of study of applicants who have indicated the University of Louisville as their intended place of study in their application for the Fellowship.
4. Interested candidates must simultaneously apply directly to the University of Louisville for admission into an eligible program. The application for admission to the University of Louisville shall fully comply with the University of Louisville's published procedures, and applicants must satisfy all of the University of Louisville's admission requirements. University of Louisville shall directly inform candidates of their application result. By the end of May of each year, the University of Louisville shall send to IACD a list of the applicants recommended by the University of Louisville Americas Leadership Fellowship Program Committee for the Fellowship.
5. The IACD shall provide the University of Louisville with a final list of funded candidates by June of each year.
6. Selected candidates for the Fellowship shall be known as "Americas Leadership Fellows" ("Fellows").

ARTICLE IV

FELLOWSHIP BENEFITS AND FUNDING OBLIGATIONS

1. Depending upon the degree or research program in which they are enrolled, Fellows shall receive the corresponding support package described below:
 - a. Subject to OAS fellowship regulations, Fellows shall receive one round trip airfare for travel between their country of origin and the University of Louisville. The ticket will be provided by IACD, for use at the commencement and the end of the Fellowship period.
 - b. Fellows in the masters degree programs shall receive from the IACD a stipend (financial support to cover living expenses) and other allowances (health insurance and books) in accordance with the established IACD rates for the duration of the program, up to a maximum of two academic years. IACD would pay an amount equivalent to in state tuition for the period of the Fellowship. The University of Louisville will cover the remaining tuition for the period of the Fellowship.
 - c. Fellows enrolled in Doctoral programs (studies in programs following receipt of masters degree or of the waiver of the masters degree requirement provided to select doctoral

candidates) shall receive from the IACD a payment to cover in state tuition and customary and usual University fees, a stipend (financial support to cover living expenses), and other allowances (health insurance and books) in accordance with established IACD rates for the first two years of the program. University of Louisville will provide a full fellowship for the balance of the program for Fellows who have then passed their qualifying exam or equivalent and remain as full time students. That fellowship may be in the form of a scholarship grant, a paid teaching assistantship, a paid research assistantship, or a combination of all three. Where the Fellow, having passed the qualifying exams or equivalent, is enrolled on a full-time basis after the first two years, the University of Louisville will cover applicable tuition. For students to receive this scholarship, they must meet University of Louisville's requirements.

2. University of Louisville will review the progress of each Fellow after each year in the program and advise the IACD on the suitability of the Fellow for continuing in the program.

3. University of Louisville shall consider a Fellow for the award of other scholarships, fellowships, or stipends offered by the University of Louisville in recognition of excellence during the tenure of the Fellowship. The amount of the stipend received from the IACD shall be reduced by the amount of any such other scholarships, fellowships, or awards so received, unless otherwise agreed by the Parties.

4. Fellows shall be subject to the general University policies, regulations, and practices applicable to students, researchers, and visiting faculty, as the case may be, as well as to those policies, regulations, and practices of the corresponding academic department.

ARTICLE V **REPORTS**

By December 31st of each year, the University of Louisville will prepare and submit to IACD an annual report describing the activities included under this Agreement. The Report shall include, among others, the total amount of financing provided by the University of Louisville, by fellow, and shall contain a short paragraph about each Fellow regarding that student's progress, significant awards received, other accomplishments, and any problems or difficulties encountered. These reports will be subjected to any applicable limitations in the law.

ARTICLE VI
COORDINATORS

1. Each Party will designate a Coordinator of Activities to advance and implement the program. The designated Coordinators for the agreement are:

For IACD:

Santos Mahung
Director
Division of Human Development (DHD)
Inter-American Agency for Cooperation and Development
1889 F Street, NW
Washington, DC 2006, USA

For the University of Louisville:

Bernard Strenecky
Assistant to the Vice President for Students Affairs for
International Service Learning
2301 South Third Street
W310 Students Activity Center
University of Louisville
Louisville, KY 40208

Henry Cunningham
Coordinator for International Service Learning
University of Louisville
2301 South Third Street
W310 Students Activity Center
University of Louisville
Louisville, KY 40208

2. Either Party may revoke this designation and appoint another Coordinator by advanced written notification to the other.

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

ARTICLE VII
DURATION, AMENDMENT, AND TERMINATION

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

2. Notwithstanding the foregoing Paragraph, either Party may terminate this Agreement by giving written notice to the other six months prior to the effective termination date.
3. In the event this Agreement is terminated, no additional Fellowships shall be awarded after the receipt of the termination notice for this Agreement by the notified Party. Termination of this Agreement, however, shall not interrupt or terminate Fellowships and other obligations assumed by either Party to Fellows who were awarded 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 Fellows as established under Article IV herein until their respective Fellowships terminate in accordance with the terms under which they were granted.
4. This Agreement may be modified by way of a Document or Letter of Amendment, signed by both Parties, provided however, that no such modification shall retroactively alter the terms or conditions of Fellowships in force to the prejudice of any Fellow then in the Program.
5. The Financing obligations set out in Article IV herein shall commence with the beginning of the 2002-2003 Academic Year.

ARTICLE VIII **GENERAL TERMS AND CONDITIONS**

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 to the extent permitted by law for all costs incurred in responding to, satisfying, and otherwise defending against them.
2. The Parties shall attempt to resolve any disputes between them over the interpretation and execution of this Agreement 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 Commission, in accordance with its Rules; however, nothing in this Agreement constitutes a waiver, express or implied of the privileges and immunities, if any, enjoyed by either Party under law.
3. Any expenses incurred by either Party in excess of those expressly set out in Article IV herein shall be the sole responsibility of the Party that incurs them.
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 Article VI of this Agreement.

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.

For the University of Louisville,

For the IACD,

Carol Z Garrison

Carol Garrison
Provost
Louisville, KY

Date: *19 December 2001*

L. Ronald Scheman

L. Ronald Scheman
Director General, IACD
Washington, DC

Date: *Jan 7, 2002*

