

ACUERDOS BILATERALES

Clasificación: 10-2009

Fecha de Ingreso: February 27, 2009

Nombre del Acuerdo: Agreement between the General Secretariat of the OAS and University of Arizona for the OAS Human Development Programs

Materia:

Partes: GS/OAS & University of Arizona

Referencia: UA

Fecha de Firma: Janaury 21 2009

Fecha de Inicio:
Fecha de Terminación:

Lugar de Firma:
Unidad Encargada: Department of Human Development

Persona Encargada:

Original:

Claves:

Cierre del proceso:

Notas adicionales:



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

DELEGATION OF AUTHORITY

AGREEMENT BETWEEN THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES, THROUGH THE DEPARTMENT OF HUMAN DEVELOPMENT, AND THE UNIVERSITY OF ARIZONA FOR THE OAS HUMAN DEVELOPMENT PROGRAMS

I, Alfonso Quiñonez, Executive Secretary for Integral Development of the Organization of American States ("OAS"), hereby authorize Ms. Maria 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 February 2009.

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

Alfonso Quiñonez
Executive Secretary for Integral Development

Place: Washington, DC

Date: January 14, 2009

Office of the President

THE UNIVERSITY OF
ARIZONA[®]
TUCSON ARIZONA

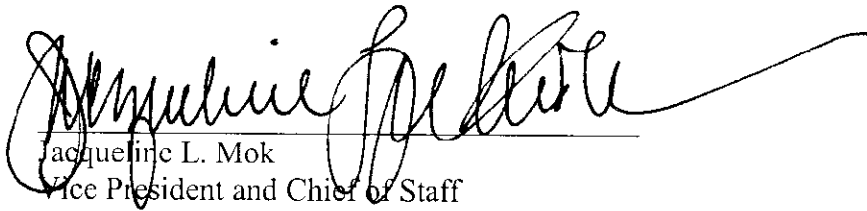
Administration Building
P.O. Box 210066
Tucson, AZ 85721-0066
(520) 621-5511
FAX: (520) 621-9323

TO THE GENERAL SECRETARIAT OF THE
ORGANIZATION OF AMERICAN STATES
THROUGH
THE DEPARTMENT OF HUMAN DEVELOPMENT

FROM OFFICE OF THE PRESIDENT
THE UNIVERSITY OF ARIZONA

DATE: JANUARY 15, 2009

REGENT FRED BOICE, PRESIDENT OF THE ARIZONA BOARD OF
REGENTS, ANNOUNCED ON JANUARY 27, 2006, THE APPOINTMENT OF
ROBERT N. SHELTON AS PRESIDENT OF THE UNIVERSITY OF ARIZONA
EFFECTIVE JULY 1, 2006.



Jacqueline L. Mok
Vice President and Chief of Staff
The University of Arizona



AGREEMENT
BETWEEN
THE GENERAL SECRETARIAT OF THE
ORGANIZATION OF AMERICAN STATES
THROUGH
THE DEPARTMENT OF HUMAN DEVELOPMENT
AND
THE UNIVERSITY OF ARIZONA
FOR
THE OAS HUMAN DEVELOPMENT PROGRAMS

The Parties to this Agreement (the "Agreement"), the General Secretariat of the Organization of American States ("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 referred to as "DHD"), represented by Maria Levens, Director of said Department, and The University of Arizona, Tucson, Arizona, USA (hereinafter "the UA"), represented by Dr. Robert Shelton, President of The University of Arizona.

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 referred to as the "OAS") and has the authority to establish and promote relations of cooperation in accordance with Article 112.h of the OAS Charter and OAS General Assembly Resolution AG/RES. 57 (I-O/71);

Recognizing that the Secretary General of the 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 (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;

Considering that the UA is an academic institution founded in accordance with the provisions of the laws of the State of Arizona, United States of America, whose registered office is at the Arizona Board of Regents (hereinafter “ABOR”), 2020 N. Central # 230, Phoenix, AZ, U.S.A. 85004 and whose office with responsibility for administering this Agreement is the Graduate College located in the Administration Building, Rm. 322, P.O. Box 210066, University of Arizona, Tucson, Arizona, 84521, U.S.A.

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 the University of Arizona is an internationally recognized academic institution that offers a variety of academic studies at the graduate level; that the University has great interest in serving an international student body through inclusion of foreign students of different nationalities; and that it 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 pursue graduate studies at the University of Arizona

Hereby Agree as follows:

ARTICLE I OBJECTIVE AND SCOPE

1.1 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 within the framework of the OAS Human Development Programs in the Americas through:

- a. Co-sponsorship of scholarship recipients¹ selected through the OAS Scholarship and Training Programs (“Scholarship Recipients”) to study at the Graduate College of The University of Arizona (hereinafter referred to as “UAGC”);
- b. Distance learning and teaching techniques through the use of information technologies, especially for co-operative leaders and managers, low income groups, rural communities, and communities of low levels of development; and
- c. The use, promotion, and dissemination of information on the Rowe Fund Program, which offers interest-free educational loans to competent individuals of Latin America and the Caribbean to assist them in financing graduate studies, academic

¹ “Scholarship recipient” is an Awardee who has accepted the OAS scholarship offer.

training courses, research and/or the last two years of undergraduate studies in accredited United States universities.

ARTICLE II INFORMATION AND COOPERATION

- 2.1 The UAGC shall provide the DHD with information and documents on their technical, academic, and professional development programs available for which the Programs 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 OAS Member States. GS/OAS, through DHD, shall provide the UAGC with detailed descriptions of the scholarship selection criteria and available benefits of the Program.
- 2.2 The Parties shall exchange relevant information on the UAGC students who are OAS scholarship recipients and Rowe Fund loan recipients and who complete graduate studies at the University of Arizona in order to maintain a database of former OAS scholarship and loan recipients who have received graduate degrees from the University of Arizona, for follow-up and evaluation purposes, among others. Each Graduate Student, as a condition to receiving his/her OAS Scholarship or Rowe Fund Loan, shall consent in writing under the Family Education Rights and Privacy Act ("FERPA"), that exchange of information and such other information they may exchange pursuant to Section 2.3 of this Agreement and the other provisions herein.
- 2.3 The Parties shall regularly exchange information on the UAGC students who are OAS scholarship and loan recipients and regarding the Parties' activities of mutual interest. The Parties shall maintain close collaboration in connection with matters of common interest.

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. They shall not, however, be bound to participate in and/or fund those projects and activities unless and until they enter into subsequent project-specific supplementary agreements or memoranda of understanding for that purpose. 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 and financial obligations, if any, applicable to each project or activity. These documents must be signed by a duly authorized representative of each Party to be effective and 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 Party.

- 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 signed by their duly authorized representatives.
- 3.3 The UAGC will endeavor to use, to the advantage of OAS scholarship and loan recipients, the linkages and ties that it has developed with other universities and educational institutions through its international activities.

ARTICLE IV PROGRAMS

4.1. The Human Development Programs administered by DHD include the following:

- a) The OAS Academic Studies Scholarship Program: The following web-site provides detailed information on this program: <http://educoas.org/portal/en/oasbecas/about.aspx?culture=cn&navid=44>
- b) Professional Development Scholarship Program: The following web-site provides detailed information on this program: <http://www.educoas.org/portal/en/oasbecas/aboutpd.aspx?culture=en&navid=282>
- c) The Educational Portal of the Americas:
The Portal 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. The following web-site provides detailed information on the Portal: www.educoas.org
- d) The Rowe Fund Loan Program: The following web-site provides detailed information on the Fund: <http://www.oas.org/rowe/>

4.2. The cooperation provided for under this Agreement is for any and all graduate degree programs offered by the UAGC.

ARTICLE V BASIC PROVISIONS GOVERNING OAS SCHOLARSHIPS AND ROWE FUND LOANS

5.1. In accordance with GS/OAS 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 all of the benefits specified in the recipient's contract with GS/OAS. Such benefits are subject to satisfactory academic progress by the OAS scholarship recipient in his/her program of studies, the recipient's continuation as a full-time student, and the availability of OAS resources.

- 5.2.OAS Academic Scholarships provide funds to cover, in whole or in part, the University of Arizona's tuition as mandated by ABOR for the specific graduate program in which the OAS-sponsored student is enrolled, and mandatory fees, international travel to and from the place of study, health insurance, living expenses, the purchase of books or other study materials, and for a dissertation or for other work required for graduation, up to the maximum amount of US\$30,000 per academic year. These benefits shall vary depending on the type of scholarship awarded.
- 5.3.The maximum amount of a Rowe Fund loan that is lent to an individual is US\$15,000 to study or do research for at least one academic semester, and all studies and research for which the loan is granted need to be completed within a two year period.

ARTICLE VI RESPONSIBILITIES OF THE PARTIES

- 6.1.The GS/OAS through DHD shall seek to place qualified students in the graduate degree programs of their interest, taking into account the Program's budgetary allocation, the regulations adopted by the political organs of the Organization, academic demand in the scholarship cycle, and the UAGC's ability to offer places to students selected by the OAS.
- 6.2.The GS/OAS, through DHD, shall promote the UAGC in its outreach efforts in OAS member states.
- 6.3.The GS/OAS, through DHD, shall notify each OAS scholarship recipient and Rowe Fund loan recipient at the UAGC that he/she is subject to and is expected to comply with The University of Arizona and the Graduate College's policies, provisions, and general practices.
- 6.4.The UAGC shall have in place and shall make available to OAS scholarship and Rowe Fund loan recipients an international student support network. The UAGC shall provide students with support in their graduate academic studies at the University of Arizona.
- 6.5.The Graduate College intends to provide up to 10 Graduate Tuition Scholarships per year to qualified OAS scholarship recipients who are admitted to pursue a master's or doctoral degree at the University of Arizona. Graduate Tuition Scholarships cover the out-of-state portion of tuition and do not cover remaining tuition, room and board, and miscellaneous student fees. Eligibility for a Graduate Tuition Scholarship is contingent upon the OAS Scholarship recipient's successful admission as a degree-seeking graduate student, and renewal is contingent upon the student's satisfactory progress toward the degree. Those same discounts shall apply to any OAS scholarship and Rowe Fund loan recipients already enrolled in a graduate degree program at the UA prior to receiving an OAS scholarship and Rowe Fund loan, unless the scholarship and loan recipients have already been admitted under a more favorable arrangement.

- 6.6. The UAGC shall be responsible for immediately notifying the DHD in the event that any of the following situations occur with regard to the scholarship and loan recipients: The Recipient: (i) terminates his/her graduate studies at the UA for any reason; (ii) does not attend his/her classes with the regularity expected by the UAGC; (iii) is not meeting the UAGC academic requirements; (iv) has violated University and/or UAGC rules and/or regulations; (v) is suffering from a prolonged illness of any kind; (vi) has been arrested for violation of local laws; (vii) has been disciplined and/or placed on probation by the UAGC or the UA; (viii) has been expelled by the UA; (ix) has died; (x) has failed to appear at the UA to commence his/her studies at the Graduate College; or (xi) for any other reason, is no longer enrolled at the UAGC.
- 6.7. At the end of each academic cycle, the UAGC shall inform the DHD of each OAS scholarship recipient's academic progress. The UAGC shall also review the progress of each OAS scholarship recipient after one year in the program and shall promptly inform the DHD in writing regarding the scholarship recipient's eligibility to remain in the program.
- 6.8. The UAGC shall promote and disseminate information on the OAS Human Development Programs.
- 6.9. Access to the Library holdings and databases of the UA will be provided to OAS scholarship and loan recipients who are students at the UA.
- 6.10. The UAGC shall accept the documents required by GS/OAS in the scholarship application process (the scholarship application form, curriculum vitae, transcripts, copy of last degree, letters of recommendation and essay on objectives) to evaluate and admit the Awardees² to the UAGC as long as they are originals or certified as true and accurate copies of the originals.

ARTICLE VII COORDINATION AND NOTIFICATIONS

- 7.1. The GS/OAS area with responsibility for coordinating GS/OAS activities under this Agreement is the Department of Human Development, and the Coordinator is Jeanelle van Glaanen Weygel, Senior Specialist. Notifications and communications shall be forwarded to the Coordinator at the following address, fax number, and e-mail address:

OAS General Secretariat
Department of Human Development
1889 F Street, N.W. Office 611
Washington, D.C. 20006
United States of America
Tel.: (1-202) 458-3890
Fax: (1-202) 458-3897
E-mail: jvanglaanenweygel@oas.org

² "Awardee" is a selected candidate who has been offered an OAS scholarship.

7.2.The area with responsibility for coordinating cooperation activities under this Agreement is the UAGC, and the Coordinator is Maria Teresa Velez, Ph.D., Associate Dean, Graduate College. Notifications and communications shall be forwarded to the Coordinator at the following address, fax number, and e-mail address:

The Graduate College, University of Arizona
Administration Building, Room 322, PO Box 210066
Tucson, Arizona 85721
Phone: (520) 621-7815
Fax: (520) 621-2211
Email: mvelez@grad.arizona.edu

7.3.All communications and notifications arising from this Agreement shall be valid only if forwarded by post, fax, or e-mail, and addressed to the appropriate Coordinator at the address indicated for the Coordinator, above. When communications and notifications are forwarded by e-mail, they shall only be valid if sent directly from the e-mail address of the Coordinator of one of the Parties to the e-mail address of the Coordinator of the other Party.

7.4.Each Party may change the area of responsibility, designated Coordinator, address, telephone number, fax number, and/or e-mail address indicated herein, by notifying the other Party in writing.

ARTICLE VIII DISPUTE RESOLUTION

8.1.The Parties shall first seek to resolve through discussions between them disputes arising between the Parties under this Agreement and any supplementary agreements pursuant hereto. Should that prove unsuccessful, then either Party may submit the dispute to final and binding arbitration in accordance with the Arbitration Rules of the United Nations Commission on International Trade Law (“UNCITRAL”). The applicable law is the law of the District of Columbia. The site of arbitration shall be Washington, D.C. Arbitration proceedings shall be conducted in English.

8.2.Nothing in this Agreement constitutes an express or implied waiver of the privileges and immunities of the Parties and their personnel.

ARTICLE IX GENERAL PROVISIONS

9.1.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, GS/OAS, to the extent applicable, and without prejudice to its privileges and immunities, mentioned in Article 8.2, above, and the UAGC shall 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, below.

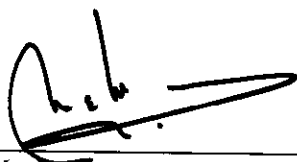
- 9.2. This Agreement may only be amended by prior written agreement between the duly authorized representatives of the Parties. The instruments of amendment shall be signed and dated by the Parties, and annexed hereto.
- 9.3. This Agreement shall not be construed or applied in any way so as to restrict the authority of GS/OAS to modify its Human Development Programs. Should there be any change in those Programs with implications for this Agreement, the Agreement shall be amended or terminated.
- 9.4. This Agreement shall enter into force as of the date of signature by the authorized representatives of the Parties and shall be in effect for an initial duration of five years from the date of joint signing. After the initial five-year period, the Agreement shall be renewed for another five-year period, upon mutual written agreement of the Parties.
- 9.5. This Agreement may be terminated by mutual agreement or may be terminated by either Party without cause upon no less than 90 days' prior written notice to the other Party.
- 9.6. Without prejudice to GS/OAS' obligation to apportion OAS scholarships based on the sponsoring country of the applicants and their respective immunities, each Party shall comply with the applicable equal opportunity, non-discrimination, and immigration law.
- 9.7. The Parties recognize that the performance by ABOR on behalf of the UA may be dependent upon the appropriation of funds by the State Legislature of Arizona or the availability of funding from other sources. Should the Legislature fail to appropriate the necessary funds, if the UA's appropriation is reduced during the fiscal year, or funding becomes otherwise not legally available, ABOR may reduce the scope of this Agreement if appropriate or cancel the Agreement without further duty or obligation. The UA agrees to notify other party(ies) as soon as reasonably possible after the unavailability of said funds comes to the UA's attention.
- 9.8. This Agreement is subject to cancellation pursuant to the provisions of Arizona Revised Statute § 38-511 regarding Conflict of Interest in state contracts.
- 9.9. The Cancellation or reduction in scope of this Agreement under Sections 9.7 and 9.8 above, or its termination under Section 9.5, above shall have no adverse effect upon OAS scholarship recipients and Rowe Fund loan recipients who were admitted to the Graduate College under the terms of this Agreement prior to its termination, cancellation, or reduction in scope, and the UAGC shall allow those OAS scholarship recipients and Rowe Fund loan recipients to complete their program of study under the terms of this Agreement. The termination or cancellation of this Agreement shall not

affect any supplementary agreements as the Parties may have signed for the implementation of programs, projects and/or activities under the provisions of Article 3.1 of this Agreement for which financing has been duly provided. Those agreements shall remain in force for the full term as specified therein, unless terminated by the Parties as permitted under those agreements.

9.10. Nothing in this Agreement shall be construed as a waiver of the privileges and immunities of the Parties or their Personnel under the laws of Arizona and of the District of Columbia

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

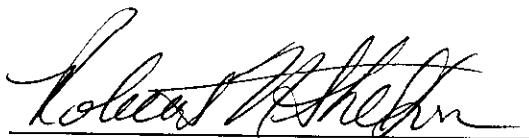
**FOR THE GENERAL SECRETARIAT
OF THE ORGANIZATION OF AMERICAN STATES**



Maria Levens
Director
Department of Human Development
Organization of American States

Date: 01-21-2009 -

**FOR THE ARIZONA BOARD OF REGENTS ON BEHALF OF THE
UNIVERSITY OF ARIZONA**



Robert N. Shelton, Ph.D.
President
The University of Arizona

Date: 15 January 2009