

## ACUERDOS BILATERALES

Clasificación: 15-2010

Fecha de Ingreso: February 22, 2010

Nombre del Acuerdo: Memorandum of Understanding between the Ministry of Education of the People's Republic of China Commission and the General Secretariat of the OAS for Human Development and Scholarships Programs

Materia: Human Development and Scholarships Programs

Partes: GS/OAS & China

Referencia: China

Fecha de Firma: December 15, 2009

Fecha de Inicio:  
Fecha de Terminación:

Lugar de Firma: Washington D. C.

Unidad Encargada: Department of International Affairs

Persona Encargada: Irene Klinger

Original:

Claves:

Cierre del proceso:

Notas adicionales:

**Memorandum of Understanding**  
**Between**  
**The Ministry of Education of the People's Republic of China**  
**And**  
**The General Secretariat of the Organization of American States (OAS)**  
**For**  
**Human Development and Scholarships Programs**

THE PARTIES to this Memorandum of Understanding ("MOU"), the Ministry of Education of the People's Republic of China ("Ministry of Education of China") and the General Secretariat of the Organization of the American States ("GS/OAS") ,desiring to strengthen the friendly cooperation between China and the Organization of American States ("OAS") and promote mutual understanding and friendship between Chinese people and people of the OAS Member States;

HAVING engaged in friendly consultations with each other for cooperation in scholarships,

AGREE:

Article I

1.1 The Government of China shall offer GS/OAS ten Chinese Government scholarships each year during the five-year period covered by this MOU to enroll undergraduates, master degree students and senior scholars to study or engage in advanced studies in the Chinese Institutions of Higher Education.

1.2 The GS/OAS shall promote inter-university exchange between its Member States and China, in order to provide opportunities for Chinese students, teachers and scholars to pursue studies in OAS Member States.

Article II

In accordance with the Regulations for Chinese Government Scholarships, the students of OAS member states who have obtained the Chinese Government Scholarships granted pursuant to this MOU will be required to study in the universities or research institutes authorized by the Ministry of Education of China, and will enjoy the benefits of tuition fees, miscellaneous school fees, shared accommodation on campus, living allowance, one-off settlement subsidy, fee for outpatient medical service, Comprehensive Medical Insurance, and one-off inter-city travel subsidy, as provided in full by the Ministry of Education of China; however, the benefits to be provided by the Ministry of Education of China do not include the international travel expenses.

Article III

3.1 The Office of the Permanent Observer of the People's Republic of China to the OAS(hereinafter referred to as the "Office of the Permanent Observer"), commissioned by the Ministry of Education of China, and the Department of Human Development, Education and Culture (hereinafter referred to as the "DHDEC") of the GS/OAS shall be jointly responsible for establishing and implementing the procedural matters concerning the admission of students, within the framework of their respective rules and requirements. The DHDEC and the Department of International Affairs shall coordinate the GS/OAS activities in the implementation of this MOU.

3.2 In accordance with the Regulations for Chinese Government Scholarships and applicable GS/OAS rules, the Parties will annually review and agree upon the related implementation procedures such as application, examination of applicants and selection of candidates, publication of the "OAS-China Scholarship" information on the website of the Educational Portal of the Americas or by other means and submitting the list of the candidates and related information to the Ministry of Education of China for approval.

3.3 The DHDEC shall notify the candidates of their scholarship awards, informing them of the relevant regulations for Chinese Government scholarships and related GS/OAS requirements. The Chinese side shall provide necessary information and facilities.

#### Article IV

4.1 In the event that a dispute arises regarding the application or interpretation of this Memorandum, the Parties shall resolve the matter through friendly negotiation.

4.2 Nothing in this Memorandum constitutes a waiver, express or implied, of the privileges and immunities of either Party( The Ministry of Education of China or The GS/OAS), or of their executive organs(the Office of the Permanent Observer and the DHDEC) and staff under law.

4.3 The termination of this Memorandum will not affect the Scholarship programmes that are underway.

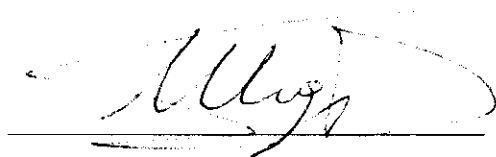
#### Article V

5.1 Either Party, desiring to terminate this Memorandum, shall give written notice to the other Party at least 60 days prior to the date of expiration so that the two Parties may make a joint decision through consultation.

5.2 The Memorandum shall enter into force on the date that it is signed and shall remain in force for five years thereafter.

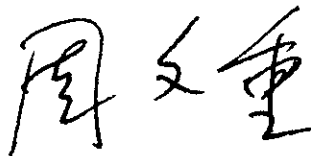
SIGNED, in the place and on the date indicated below, by the duly authorized representatives of the Parties in two originals, one in the Chinese language and the other in the English language, both equally authentic; however, in case of any differences, the English Language version shall govern.

FOR THE GENERAL SECRETARIAT OF  
THE ORGANIZATION OF AMERICAN  
STATES



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FOR THE MINISTRY OF EDUCATION  
OF THE PEOPLE'S REPUBLIC OF  
CHINA



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Executed on this 15<sup>th</sup> day of December, 2009 in Washington D.C.

中华人民共和国教育部和美洲国家组织秘书处  
关于人力资源开发和奖学金项目的谅解备忘录

中华人民共和国教育部（简称“中国教育部”）和美洲国家组织秘书处（简称“OAS 秘书处”）双方，为加强中国同美洲国家组织的友好合作，增进中国人民与美洲各国人民的相互了解和友谊，就人力资源开发和奖学金项目进行了友好协商，并同意：

第一条

1.1 中国政府将在本谅解备忘录生效的 5 年内每年向 OAS 秘书处提供 10 个中国政府奖学金名额，用于招收本科生、研究生、进修生来中国高等学校学习或进修。

1.2 OAS 秘书处将推动其成员国同中国开展校际交流，为中国学生、教师、学者等人员赴美洲国家留学进修提供机会。

## 第二条

根据中国政府奖学金管理规定，获得中国政府奖学金的 OAS 成员国学生将被安排在中国教育部委托的高等学校或科研机构学习，并将享受学费、学杂费、校内住宿费、生活费、一次性安置补助费、门诊医疗服务和综合医疗保险、一次性中国城市间交通费等待遇（不含国际旅费）。

## 第三条

3.1 中国教育部委托中国常驻美洲国家组织观察员办事处（以下简称“观察办”）与 OAS 秘书处人力发展、教育和文化部（以下简称“人教文部”）根据各自的规定和要求，共同负责制定并实施具体招生事宜。OAS 秘书处人教文部和国际部将就 OAS 秘书处执行本谅解备忘录的行动进行协调。

3.2 根据中国政府奖学金管理规定和 OAS 秘书处有关试行规定，双方将每年审议并商定当年中国政府奖学金项目报名、审核、选拔等相关操作程序，通过 OAS 官方网站或

其它方式向 OAS 成员国公布关于“OAS - 中国奖学金”的信息，并将推荐获得中国政府奖学金的人员名单及其相关材料报中国教育部审定。

3.3 人教文部负责通知获得中国政府奖学金的有关人员，协助其办理有关手续，并向其通报中国政府奖学金管理规定和 OAS 关于提供奖学金的具体要求。中方将提供必要咨询服务和协助。

#### 第四条

4.1 如本谅解备忘录的实施或解释出现争议，双方应通过友好协商予以解决。

4.2 本谅解备忘录的任何内容均不明确构成或暗指双方（中国教育部和 OAS 秘书处）、双方执行机构（观察办和人教文部）及其工作人员法律特权与豁免的放弃。

4.3 本谅解备忘录的终止不影响已启动的奖学金项目。

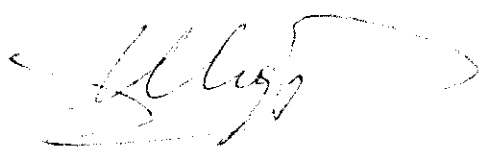
#### 第五条

5.1 如一方希提前终止本谅解备忘录，应至少提前 60 天书面通知另一方，以便双方通过协商，共同决定。

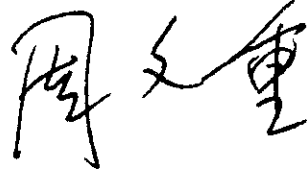
5.2 本谅解备忘录自双方签字之日起生效，有效期五年。

本谅解备忘录由双方授权代表在下述时间、地点签署，一式两份，每份均以中文和英文写成，两种文本具有同等效力。如有分歧，以英文文本为准。

美洲国家组织秘书处代表



中华人民共和国教育部代表



年 月 日于华盛顿