Acuerdos Bilaterales

Clasificación: 16-2004 Fecha de Ingreso: 15 de enero de 2004 Nombre de Acuerdo: Cooperation Agreement for Americas Fellowship Program Program Materia: Becas Partes: SG/OEA & The University of New Mexico Referencia: UNM Fecha de Firma: 8/2/2001 Fecha de Inicio: 8/2/2001 Fecha de Terminación: 8/2/2006 Lugar de Firma: Washington, D.C / Alburquerque, New Mexico Unidad Encargada: Persona Encargada: Original: Claves: Cierre del proceso:



COOPERATION AGREEMENT BETWEEN

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

AND
THE UNIVERSITY OF NEW MEXICO

FOR
THE AMERICAS LEADERSHIP FELLOWSHIP PROGRAM

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

AND THE UNIVERSITY OF NEW MEXICO

FOR THE AMERICAS LEADERSHIP FELLOWSHIP PROGRAM

<u>The Parties</u> 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 New Mexico ("UNM").

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.

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

<u>Taking into account</u> 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 UNM 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 UNM;

Have agreed as follows:

ARTICLE I

OBJECTIVE

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

ARTICLE II

EXCHANGE OF PROGRAM INFORMATION

- 1. UNM 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 UNM offering programs covered by the 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 UNM web site to its web site.
- 2. IACD will provide UNM 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. UNM shall include this information 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

- Interested candidates for an Americas Leadership Fellowship ("the Fellowship") must satisfy all eligibility requirements for an IACD fellowship, as well as UNM'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 Master's Degree.
 - b. Full-time graduate study for a Ph.D., including dissertation 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 UNM, 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 UNM with the names, addresses, and proposed program of study of applicants who have indicated UNM as their intended place of study in their application for the Fellowship.
- 4. Interested candidates must simultaneously apply directly to UNM for admission into an eligible program. The application for admission to UNM shall fully comply with UNM's published procedures, and applicants must satisfy all of its admission requirements, including an Official TOEFL score of 550 (213 computerized). UNM shall directly inform candidates of the status of their application. By the end of May each year, UNM shall send to IACD a list of the applicants recommended for the Fellowship.
- 5. Applicants must also submit to the University an UNM AMIGO International Scholarship Application by May 1 for the Fall Semester, and by October 1 for the Spring Semester, along with all required materials. AMIGO scholarships shall be awarded based on availability, which will allow the student to be eligible for in-state tuition.
- 6. The IACD shall provide UNM with a final list of funded candidates by June of each year.
- 7. Selected candidates for the fellowship shall be know 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. The ticket will be provided by IACD, for use at the commencement and the end of the Fellowship period.
 - b. Fellows in the Master's 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. UNM will award AMIGO scholarships to selected candidates, based on availability, thereby lowering the cost of tuition from out-of-state to in-state rates. IACD agrees to pay the in-state tuition and customary and usual university fees to UNM for each of its selected candidates, for a period of up to two academic years.

- c. Fellows enrolled in Doctoral programs (studies in programs following receipt of Master's degree or of the waiver of the Master's 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. UNM will award AMIGO scholarships to selected Doctoral candidates, based on availability, thereby lowering the cost of tuition from out-of-state to in-state rates, for a period of two academic years.
- d. After the first two years of a Doctoral student's fellowship, for the remainder of the program, and based on the Fellows' academic progress and full-time enrollment, UNM will offer various forms of academic support, as available. When, and only when the Fellows receive either a teaching assistantship, a research assistantship, applicable scholarship grant or departmental fellowship, or a combination, UNM will waive the Fellows' tuition. Should the Fellow lose the academic support, UNM will not be responsible for waiving the Fellows' tuition.
- 2. UNM 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. UNM shall consider a Fellow for the award of other scholarships, assistantships, fellowships, or stipends offered by UNM 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 award 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 polices, regulations, and practices of the corresponding academic department.

ARTICE V

REPORTS

By December 31st of each year, UNM will prepare and submit to IACD an annual report describing the activities included under this Agreement. The Report shall include, among other things, the total amount of financing provided by UNM, 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.

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 20006, USA

Tel. (202) 458-6166 / Fax (202) 458-3878

E-mail: smahung@iacd.oas.org

For UNM:

William Stanley

Director a.i.

Latin American and Iberian Institute

The University of New Mexico

801 Yale, NE

Albuquerque, NM 87131-1016

Tel. (505) 277-2961 / Fax (505) 277-5980

E-mail: wstanley@aunm.edu

- 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.
- 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.
- Any expenses incurred by either party in excess of those expressly set out in Article IV herein shall be the sole responsibility for the Party that incurs them.
- 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 UNM

President 8/2

Albuquerque, New Mexico, USA

For IACD

Date

Ronald Scheman

Director General

Washington, DC, USA

Brian L. Foster

Provost

Date

Albuquerque, New Mexico, USA

