

Acuerdos Bilaterales

Clasificación: 203-2008

Fecha-de Ingreso: 20 de junio de 2008

Nombre de Acuerdo: Agreement between the General Secretariat of the Organization of American States, through the Department of Human Development and York University regarding the OAS Human Development Programs

Partes: SG/OEA & York University

Referencia: YU

Fecha de Firma: 27 de mayo de 2008

Fecha de Inicio:

Fecha de Terminación:

Lugar de Firma:

Unidad Encargada:

Persona Encargada:

Original:

Claves:

Cierre del proceso:



Memorandum

17 de junio 2008
DHD/151/08

TO: Martha Ramos, Departamento de Derecho Internacional
FROM: Marcia Molina, Departamento de Desarrollo Humano *MM*
SUBJECT: Acuerdo IICA y Acuerdo Universidad de York

Favor de encontrar adjunto:

- 1) Acuerdo Original y Delegación de Autoridad Original del Acuerdo entre la SG/OEA y Instituto Interamericano para la Cooperación y la Agricultura, firmado Junio 11, 2008.
- 2) Acuerdo Original del Acuerdo entre la SG/OEA y la Universidad de York, Canadá, firmado Mayo 27, 2008.

Favor de regresar por Inter-Office el recibo de correspondencia que adjunto para ambos acuerdos, con el fin de archivarlos como comprobante de que el acuerdo se envió al Departamento de Derecho Internacional.

Muchas gracias.

Department of Human Development

~~From:~~ Marcia Molina Lehmann

(please return a signed copy by

interoffice)*

GSB – 698 – A

May 29, 2008

To: Mr. Dante Negro

Through: Ms. Martha Ramos / Francisco Montero

Department of International Law

ADMN- 233

Please find attached of the following:

- 1) Original delegation of authority and signed agreement between the SG/OAS through the DHD and Instituto Interamericano para la Cooperación y la Agricultura, signed June 11th, 2008.

RECEIVED BY: Martha Ramos

SIGNATURE: Martha Ramos

DATE: 06/20/08

Devuelvo 1 original y 2 que llegaron 2 a este Departamento

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

The Parties to this Agreement, the General Secretariat of the Organization of American States (hereinafter referred to as "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"), of the Executive Secretariat for Integral Development (hereinafter referred to as (SEDI) represented by Maria Levens, Director of said Department, and York University (hereinafter sometimes referred to as the "University", 4700 Keele Street, Toronto, Ontario, M3J 1P3, Canada, represented by Sheila M. Embleton, Vice-President Academic, who is authorized to sign this Agreement on behalf of the University,

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 (hereinafter referred to as 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 University is a public, not-for-profit educational institution founded in 1959 in accordance with the provisions of the laws of the province of Ontario, whose registered office is at 4700 Keele Street, Toronto, Ontario, and whose office with responsibility for this Agreement is the Office of the Vice-President Academic;

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 is an internationally recognized high-level 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 the University 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 study and train at the University in all areas;

Have hereby agreed to enter into this Agreement:

ARTICLE I OBJECTIVE

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 in the Americas through:

- a. Co-sponsorship of scholarship recipients¹ selected through the OAS Scholarship and Training Program (hereinafter referred to as “Scholarship Recipients”) to study at University.
- 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.
- 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,

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

academic 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 University shall provide the Department of Human Development (“DHD”) with information and documents on the University’s technical, academic, and professional development programs available for which the University 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 University with detailed descriptions of the scholarship selection criteria and available benefits of the OAS Academic Scholarship Program (the “Program”).

2.2 The University shall promote and disseminate information on the educational programs of the DHD and, in turn, DHD shall promote and disseminate on its web page the University’s academic and research programs.

2.3 The Parties shall exchange relevant information on the University’s students who are OAS Scholarship recipients and who complete studies at the University in order to maintain a database of former OAS scholarship recipients who have graduated from the University, for follow-up and evaluation purposes, among others.

2.4 The Parties shall regularly exchange information regarding the University’s students who are OAS scholarship 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. 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 shall be signed by a duly authorized representative of each Party 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 University will endeavor to use, to the advantage of OAS scholarship recipients, the linkages and ties that the University has developed with other universities and educational institutions through its International Activities.

3.4 Access to the Library holdings and databases of the University will be provided to OAS Scholarship Recipients who are students at the University.

3.5 The University will accept the documents required by the 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 University.

ARTICLE IV PROGRAMS

4.1 OAS PROGRAMS

4.1.1 The OAS Scholarship and Training Programs award scholarships to persons interested in pursuing undergraduate or graduate studies, and/or conducting research in a university or institution of higher education in an OAS Member State. Studies may be imparted on an attendance-based or distance education basis, or a combination thereof. Scholarships are awarded for a maximum of two academic years. Scholarships for graduate studies are awarded for Master's or Doctoral studies. Undergraduate scholarships are awarded only to candidates from OAS Member States of the English-speaking Caribbean for the final two years of studies leading to an undergraduate degree (university degree or equivalent). Scholarship recipients undertake to return to their countries of origin upon completion of their studies.

4.1.2 Professional Development scholarships are awarded to individuals meeting the professional development requirements for specialized professional development courses offered under agreements with governments or other institutions.

4.1.3 The Educational Portal of the Americas 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.

4.1.4 The GS/OAS also administers the Leo S. Rowe Fund (hereinafter the "Rowe Fund"). The Rowe Fund loan program is administered by a committee approved and supervised by the OAS Permanent Council. The Rowe Fund provides interest-free loans to students from Latin American and Caribbean ("LAC") nations to pursue higher education studies at accredited universities in the United States. Students from the LAC use the Rowe Fund loans to pay direct expenses of their education or for emergencies not covered by their principal source of educational funding. Rowe Fund loan recipients

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

undertake to repay the full amount of the loan, and to return to their home country within one year of completion of the studies for which the loan was approved.

4.2 UNIVERSITY PROGRAMS

4.2.1 The University offers graduate degrees in a wide range of programs. These are listed at <http://www.yorku.ca/grads/programmes/index.htm>

ARTICLE V RESPONSIBILITIES OF THE PARTIES

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, university tuition 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 GS/OAS shall seek to place qualified students at the University, 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 University's ability to offer places to students selected by the OAS.

5.4 The University shall have in place and shall make available to OAS scholarship recipients a good international student support network. The University shall seek to provide students with support in their academic studies at the University.

5.5 The University shall provide each student with an International Student Tuition Scholarship, worth CAN \$4800 per academic year, which will offset the differential tuition fee charged to international students. This means that York University will charge the OAS the domestic tuition rate for each student.

5.6 The University shall accept students that have already been admitted to the University prior to receiving their OAS scholarship award under the terms of this agreement once the student becomes a scholarship recipient, unless the student has already been accepted

at the University under a more favorable arrangement than the arrangement contained in this agreement between the OAS and the University.

5.7 The University, shall have responsibility for immediately notifying the DHD in the event that any of the following situations occur with regard to the scholarship recipient: The Recipient: (i) terminates his/her studies at the University for any reason; (ii) does not attend his/her University classes with the regularity expected by the University; (iii) is not meeting the University's academic requirements; (iv) has violated University 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 University; (viii) has been expelled by the University; (ix) has died; (x) has failed to appear at the University to commence his/her studies at the University; or (xi) for any other reason, is no longer enrolled at the University.

5.8 At the end of each academic cycle, the University shall inform the DHD of each OAS scholarship recipients' academic progress. The University shall also review the progress of each OAS scholarship recipient after one year in the program and promptly shall inform the DHD in writing regarding the scholarship recipient's eligibility to remain in the program.

5.9 DHD shall notify each OAS Scholarship recipient at the University that he/she is subject to and is expected to comply with the University's policies, provisions, and general practices.

ARTICLE VI COORDINATION AND NOTIFICATIONS

6.1 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 GlaanenWeygel, 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

6.2 The University area with responsibility for coordinating cooperation activities under this Agreement is the Faculty of Graduate Studies, and the Coordinator is Douglas

Peers, Dean. Notifications and communications shall be forwarded to the Coordinator at the following address, fax number, and e-mail address:

Faculty of Graduate Studies
283 York Lanes
4700 Keele St
Toronto, ON
M3J 1P3
Tel: 416-736-5329
Fax: 416-736-5592
Email: fgsdean@yorku.ca

6.3 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.

6.4 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 VII PRIVILEGES AND IMMUNITIES

Nothing in this Agreement constitutes an express or implied waiver of the privileges and immunities enjoyed by the OAS, the GS/OAS or their political organs, staff members, and/or property and assets, under the OAS Charter, the laws of Ontario, Canada, or international law.

ARTICLE VIII DISPUTE RESOLUTION

All disputes arising through the application or interpretation of this Agreement, its supplementary agreements, memoranda of understanding, or letters exchanged shall be resolved through direct negotiation among the Parties. Should a resolution satisfactory to both Parties not be reached, the Parties shall submit the matter to arbitration procedures in accordance with the Arbitration Rules in force of the United Nations Commission on International Trade Law (UNCITRAL). The law applicable to the arbitration and to this Agreement is the law of the District of Columbia, United States of America. The site of arbitration shall be Washington, D.C. Arbitration proceedings shall be conducted in Spanish (with the option to choose English only, or simultaneous English and Spanish). The three arbiters or, as the case may be, the sole arbiter, shall be able to decide as *amiable compositeur* or *ex aequo et bono*, in accordance with the provisions of this agreement. Arbitration decisions shall be final and binding and not subject to appeal.

ARTICLE IX GENERAL PROVISIONS

9.1 The Parties hereby undertake to 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 7, above, and the University hereby undertakes to 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 mutual written agreement among the duly authorized representatives of the Parties. The instruments of amendment shall be annexed hereto and shall constitute integral parts of this Agreement.

9.3 This Agreement shall come into force as of the date of signature by the authorized representatives of the Parties and shall remain in force in accordance with the provisions of Article 9.5.

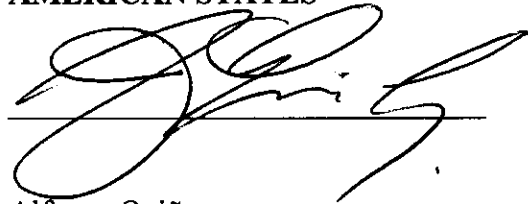
9.4 Should there be any change in the OAS Scholarship Program with implications for this Agreement, the Agreement shall be amended or terminated.

9.5 This Agreement may be terminated by mutual agreement or may be terminated by either Party without cause upon no less than 30 days' written notice to the other Party. However, such termination shall have no effect upon any supplementary agreements, memoranda of understanding, and/or letters exchanged 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. Such agreements, memoranda and/or letters shall remain in force for the life thereof unless the duly authorized representatives of the Parties mutually otherwise so decide.


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**



Alfonso Quiñonez
Executive Secretary
Executive Secretariat for Integral Development
Organization of American States

FOR YORK UNIVERSITY



Sheila M. Embleton
Vice-President Academic
York University

Date: _____

Date: May 27/08

Location: _____

Location: Toronto