

Acuerdos Bilaterales

Clasificación: 278-2008

Fecha-de Ingreso: 14 de noviembre de 2008

Nombre de Acuerdo: Agreement between the General Secretariat of American States through the Department of Human Development and Duke University for the OAS Human Development Programs.

Partes: SG/OAS &. DUKE UNIVERSITY

Referencia: DU

Fecha de Firma: 15, de septiembre de 2008

Fecha de Inicio:

Fecha de Terminación:

Lugar de Firma:

Unidad Encargada:

Persona Encargada:

Original:

Claves:

Cierre del proceso:

Department of Human Development

From: Nichole Duncan

(Please return a signed copy by interoffice)*

GSB – 626 – B

October 2, 2008

To: Mr. Dante Negro

Through: Ms. Martha Ramos / Francisco Montero

Department of International Law
ADMN- 233

Please find attached the following:

Original signed Agreement between the SG/OAS through the DHD and Duke University through the Terry Sanford Institute of Public Policy, the Duke Center for International Development and the Nicholas School of Environment for the OAS Human Development Programs, signed on 09/15/08.

RECEIVED BY: _____

SIGNATURE: _____

DATE: _____



Memorandum

October 2, 2008

DHD/098/08

TO: Martha Ramos, Department of International Law
FROM: Nichole Duncan, Department of Human Development
SUBJECT: Agreement Universidad Nacional de Costa Rica

Please find attached the original delegation of authority and agreement between the SG/OAS through the DHD and Duke University through the Terry Sanford Institute of Public Policy, the Duke Center for International Development and the Nicholas School of Environment, signed on 09/15/08.

Please return by inter-office the receipt that I am attaching. This will help us keep in our files a record that the agreements were sent to the Department of International Law.

Thank you.



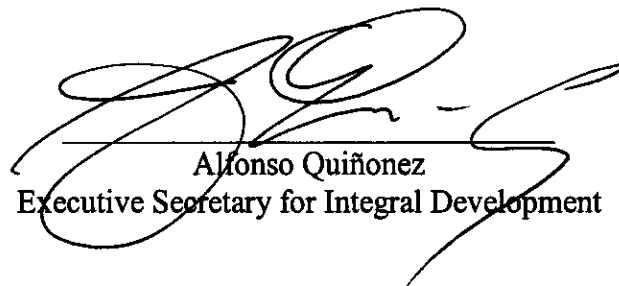
Organización de los Estados Americanos
Organização dos Estados Americanos
Organisation des Etats Américains
Organization of American States

DELEGATION OF AUTHORITY

AGREEMENT BETWEEN THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES, THROUGH THE DEPARTMENT OF HUMAN DEVELOPMENT, AND DUKE UNIVERSITY THROUGH THE TERRY SANFORD INSTITUTE OF PUBLIC POLICY AND THE DUKE CENTER FOR INTERNATIONAL DEVELOPMENT 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 30th day of August 2008.



Alfonso Quiñonez
Executive Secretary for Integral Development

Place: Washington

Date: August 14, 2008

Duke University
Durham
North Carolina 27708-0030

OFFICE OF THE SECRETARY
217 ALLEN BUILDING

BOX 90030
TELEPHONE (919) 684-2641
FAX (919) 681-7657
secretary@duke.edu

I, Richard V. Riddell, Secretary of Duke University, a corporation organized and existing under the laws of the State of North Carolina, do hereby certify that, at a meeting Executive Committee of the Duke University Board of Trustees duly held on the 11th day of June, 1993 at which a quorum was present and acting throughout, the following resolution was duly adopted and is now in full force and effect and that said resolution is not in conflict with any provisions of the Charter or Bylaws of the Corporation:

WHEREAS there have been changes in the titles of persons authorized to sign agreements with agencies of the United States Government, particularly as they related to the administration of research support and development,

RESOLVED that the President; one or more of the Executive Vice-Presidents; the Chancellor for Health Affairs; the Vice-President, Planning and Treasurer; the Vice-President and Corporate Controller; the Associate Vice-President for Health Affairs; Vice-Provost for Research; Director, Associate Director, and Assistant Directors of Research Support; the Director and Assistant Director of Research Administration, Duke University School of Medicine; the University Controller; the Director and Associate Director of Sponsored Programs; and the Assistant Director of Sponsored Programs; or any one of them, are authorized and empowered to execute on behalf of Duke University contracts, agreements, applications for grants, and such other instruments or documents as may be deemed necessary and proper between Duke University and The Navy, The Air Force, The Army, The National Institutes of Health, The National Science Foundation, or any other agency of the United States Government, or of the State of North Carolina, and the Secretary or the Assistant Secretary is authorized and directed to attach the corporate seal thereto and to attest the same with his signature; and

FURTHER RESOLVED that this resolution supersedes any prior resolutions and amendments thereto regarding the execution of contracts and agreements with government agencies.

I do further certify that as of this date Richard H. Brodhead holds the office of President; Tallman Trask III holds the office of Executive Vice-President; Victor J. Dzau holds the office of Chancellor for Health Affairs; James N. Siedow holds the office of Vice Provost for Research; Judith Dillon holds the office of Director of Research Support; Keith Hurka-Owen holds the office of Associate Director of Research Support; Maria Scripa, Susan Lasley, Phillip Grosshans, Steven Abels and Kenneth Macdonald each hold the office of Assistant Director of Research Support; Mollie Sykes holds the office of Director of Research Administration, Duke University School of Medicine; Thomas M. Davis, Jr. holds the office of Director of Sponsored Programs; and Mary Johnson holds the office of Associate Director of Sponsored Programs.

In witness whereof I have hereunto set my hand and the seal of the said corporation this 1st day of May, 2008.


Richard V. Riddell
Vice President and University Secretary

SEAL

AGREEMENT
BETWEEN
THE GENERAL SECRETARIAT OF THE
ORGANIZATION OF AMERICAN STATES
THROUGH
THE DEPARTMENT OF HUMAN DEVELOPMENT,
AND
DUKE UNIVERSITY
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 Duke University, through the Terry Sanford Institute of Public Policy, the Duke Center for International Development, and the Nicholas School of the Environment (together the “Programs”), represented by Keith Hurka-Owens, Associate Director, Office of Research Support, 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 (the “Scholarship 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 not-for-profit research educational institution, founded in accordance with the provisions of the laws of North Carolina, whose registered office is at Duke University, Durham, NC and whose office with responsibility for this Agreement is Duke Office of Research Support, Box 104010, Suite 710, Erwin Square, 2200 W. Main Street, Durham, NC 27705,

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 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 Public Policy, International Development Policy, Environmental Management or Forestry at the University.

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 in graduate degree programs in public policy, international development policy, environmental management or forestry;
- 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

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

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 training courses, and research.

ARTICLE II INFORMATION AND COOPERATION

- 2.1 The Programs shall provide the Department of Human Development (“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 Programs with detailed descriptions of the scholarship selection criteria and available benefits of the Program.
- 2.2 The Parties shall exchange relevant information on the Programs’ students who are OAS scholarship recipients and Rowe Fund loan recipients and who complete studies at the University in order to maintain a database of former OAS scholarship and loan recipients who have graduated from the University, for follow-up and evaluation purposes, among others.
- 2.3 The Parties shall regularly exchange information on the Programs’ 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. 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 Programs 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=en&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 the academic degrees of: Master in Public Policy; MA in International Development Policy; and Ph.D. in Public Policy.

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, 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 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, taking into account the Scholarship Program's budgetary allocation, the regulations adopted by the political organs of the Organization, academic demand in the scholarship cycle, and the Programs' ability to offer places to students selected by the OAS.

6.2. The GS/OAS, through DHD shall promote the University 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 University that he/she is subject to and is expected to comply with the University's policies, provisions, and general practices.

6.4. The Programs shall have in place and shall make available to OAS scholarship and Rowe Fund loan recipients an international student support network. The Programs shall provide students with support in their academic studies at the University.

6.5. The Programs shall offer tuition discounts that range between 25% to 50% of tuition for each OAS scholarship recipient and Rowe Fund loan recipient. Those same discounts shall apply to any OAS scholarship and Rowe Fund loan recipients already enrolled at the Programs 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 Programs 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 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.

- 6.7. At the end of each academic cycle, the Programs shall inform the DHD of each OAS scholarship recipient's academic progress. The Programs 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 Programs shall promote and disseminate information on the OAS Human Development Programs.
- 6.9. Access to the Library holdings and databases of the Programs will be provided to OAS scholarship and loan recipients who are students at the University.
- 6.10. The Programs 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 University 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 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

- 7.2. The University area with responsibility for coordinating cooperation activities under this Agreement is the Duke Center for International Development, and the Coordinator is Stephanie Alt Lamm, Assistant Director, Program in International Development Policy. Notifications and communications shall be forwarded to the Coordinator at the following address, fax number, and e-mail address:

Terry Sanford Institute of Public Policy
Duke University
Box 90237, 262 Rubenstein Hall

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

Towerview and Science Drive
Durham, NC 27708
Phone: 919-613-9218
Fax: 919-613-2861
Email: slamm@duke.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; however, the arbitrators may decide as *amiable compositeur* or *ex aequo et bono*. 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 University 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.

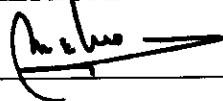
9.3. This Agreement shall enter into force as of the date of signature by the authorized representatives of the Parties and shall remain in force in accordance with the provisions of Article 9.5.

9.4. 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.

9.5. This Agreement may be terminated by mutual agreement or may be terminated by either Party without cause upon no less than 30 days' prior written notice to the other Party. Such termination shall have no adverse effect upon OAS scholarship recipients and Rowe Fund loan recipients who were admitted to the University under the terms of this Agreement prior to its termination, and the University 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 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.

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

FOR DUKE UNIVERSITY



Keith Hurka-Owen
Associate Director
Office of Research Support
Duke University

Date: 08-27-08

Date: 9/15/08