

Acuerdos Bilaterales

Clasificación: 320-2008

Fecha-de Ingreso: 5 de enero de 2009

Nombre de Acuerdo: Agreement between the General Secretariat of the Organization of American States, through the Department of Human Development and Illinois Institute of Technology for the OAS Human Development Programs

Partes: SG/OAS & Illinois Institute of Technology

Referencia: IIT

Fecha de Firma: 14 de noviembre de 2008

Fecha de Inicio:

Fecha de Terminación:

Lugar de Firma:

Unidad Encargada:

Persona Encargada:

Original:

Claves:


Cierre del proceso:



Memorandum

December 8, 2008

DHD/128/08

TO: Martha Ramos, Department of International Law
FROM: Nichole Duncan, Department of Human Development 
SUBJECT: Agreement – Illinois Institute of Technology

Please find attached the original delegation of authority and agreement between the SG/OAS through the DHD and Illinois Institute of Technology, signed on November 14, 2008.

Thank you.



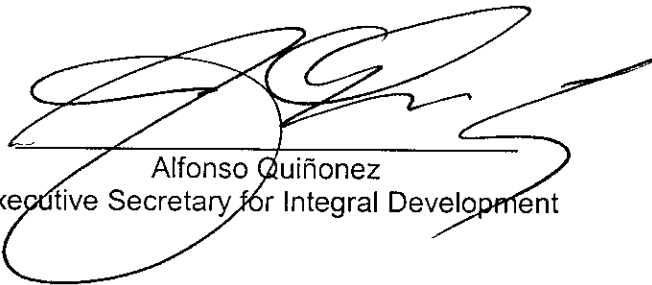
Organización de los Estados Americanos
Organização dos Estados Americanos
Organisation des Etats Américains
Organization of American States

DELEGATION OF AUTHORITY

AGREEMENT BETWEEN THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES, THROUGH THE DEPARTMENT OF HUMAN DEVELOPMENT, AND ILLINOIS INSTITUTE OF TECHNOLOGY 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 14th day of November 2008.



Alfonso Quiñonez
Executive Secretary for Integral Development

Place: Washington DC

Date: October 21, 2008

November 13, 2008

Jeanelle van Glaanen Weygel
Senior Specialist
Department of Human Development
Organization of American States
1889 F Street, N.W., 6th Floor (Office 611)
Washington, D.C. 20006

www.iit.edu

Candida Miranda
Associate General Counsel
and
Director, Equal Opportunity
and Affirmative Action

10 West 33rd Street
Room 224
Chicago, Illinois 60616

312.567.3134
312.567.3004 Fax
miranda@iit.edu

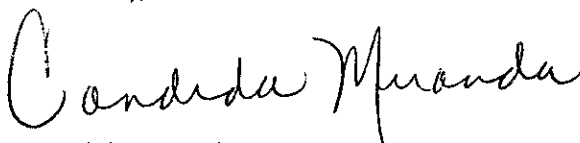
RE: Agreement Between The General Secretariat Of The
Organization of American States Through The
Department Of Human Development and Illinois
Institute of Technology for OAS Human Development
Programs

Dear Ms. van Glaanen Weygel:

Per our conversation of November 12, 2008 and in response to your letter to Rafael Alvarado, Director Latin American Affairs at Illinois Institute of Technology (IIT), regarding delegation of authority for the IIT signatory of the above referenced agreement, please know that IIT's Policy and Procedure on The Authority To Negotiate and Sign Contracts (Procedure Q.1; <http://www.iit.edu/hr/policies/pdfs/Procedure%20Q1%20Authority%20for%20Negotiation%20and%20Approval%20of%20Contracts.pdf>) specifically provides that the Vice President for International Affairs has the requisite authority to sign such international agreements. Darsh Wasan, Ph. D., Vice President International Affairs, therefore has the requisite authority to sign the agreement between the parties.

Please contact me if you have any questions or concerns.

Sincerely,



Candida Miranda

AGREEMENT
BETWEEN
THE GENERAL SECRETARIAT OF THE
ORGANIZATION OF AMERICAN STATES
THROUGH
THE DEPARTMENT OF HUMAN DEVELOPMENT,
AND
ILLINOIS INSTITUTE OF TECHNOLOGY
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 Illinois Institute of Technology (hereinafter sometimes referred to as "IIT"), an Illinois not-for-profit corporation with its principal place of business at 3300 South Federal Street, Chicago Illinois 60616, USA, represented by Dr. Darsh Wasan, Vice President of International Affairs, who is authorized to sign this Agreement on behalf of the Institute,

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 IIT is a not-for-profit educational institution, founded in accordance with the provisions of the laws of Illinois, whose registered office is at 3300 South Federal Street, Chicago Illinois 60616 USA, and whose office with responsibility for this Agreement is the Office of International Affairs,

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 IIT is an internationally recognized academic institution that offers a variety of academic studies at the graduate and undergraduate levels; that IIT has great interest in serving an international student body through inclusion of foreign students of different nationalities; and that IIT 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 at IIT,

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

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

ARTICLE II INFORMATION AND COOPERATION

- 2.1 IIT shall provide the Department of Human Development (“DHD”) with information and documents on their technical, academic, and professional development programs available for which the Program shall consider applications from interested candidates in accordance with this Agreement. The IIT 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 IIT with detailed descriptions of the scholarship selection criteria and available benefits of the Program.
- 2.2 The Parties shall exchange relevant information as allowed by law on the IIT’s students who are OAS scholarship recipients and Rowe Fund loan recipients and who complete studies at the IIT in order to maintain a database of former OAS scholarship and loan recipients who have graduated from the IIT, for follow-up and evaluation purposes, among others.
- 2.3 The Parties shall regularly exchange information as allowed by law on the IIT 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 endeavor to 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 IIT 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 only for the following academic degree programs: Master of Science or Professional Master's degrees in Engineering.

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, IIT 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 IIT Master of Science degree and Professional Master's Degree programs in engineering, 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 IIT's ability to offer places to students selected by the OAS.

6.2. The GS/OAS, through DHD shall promote IIT in its outreach efforts in OAS member states. GS/OAS, through DHD or otherwise, and IIT may not use the other's name, seal or other identifying or proprietary information in catalogues, advertising materials or anything else, unless the other has reviewed submitted written approval prior to the proposed use.

6.3. The GS/OAS, through DHD shall notify each OAS scholarship recipient and Rowe Fund loan recipient at IIT that he/she is subject to and is expected to comply with IIT's policies, provisions, and general practices.

6.4. IIT shall have in place and shall make available to OAS scholarship and Rowe Fund loan recipients an international student support network to the same extent as it provides such network to its enrolled students. IIT shall provide students with support in their academic studies to the same extent as it provides such support to its enrolled students.

6.5. The IIT shall provide a non renewable scholarship of up to nine (9) credits for tuition for the first year of graduate study to OAS scholarship and Rowe fund loan recipients. Depending on budgetary availability, additional IIT financial support for graduate study shall be determined by IIT on a case-by-case basis.

6.6. IIT shall notify the DHD as soon as it learns of the occurrence of the following situations with regard to the scholarship and loan recipients: The Recipient: (i) terminates his/her studies at IIT for any reason; (ii) does not attend his/her IIT classes with the regularity expected by IIT; (iii) is not meeting IIT's academic requirements; (iv) has violated IIT 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 IIT; (viii) has been expelled by IIT; (ix) has died; (x) has failed to appear at IIT to commence his/her studies at IIT; or (xi) for any other reason, is no longer enrolled at the Institute. Notwithstanding the notification provisions of this paragraph (6.6), IIT shall provide such notification only in accordance with federal and state privacy laws.

- 6.7. At the end of each academic cycle, IIT shall inform the DHD of each OAS scholarship recipient's academic progress. IIT 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. Notwithstanding the notification provisions of the paragraph (6.7), IIT shall provide such notification only in accordance with federal and state privacy laws.
- 6.8. IIT shall promote and disseminate information on the OAS Human Development Programs.
- 6.9. Access to the Library holdings and databases of IIT will be provided to OAS scholarship and loan recipients who are students at IIT to the same extent such access is provided to enrolled students at IIT.
- 6.10. IIT 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 IIT as long as they are originals or certified as true and accurate copies of the originals. IIT shall make any and all decisions regarding admission of an Awardee to its educational programs and may require an Awardee to submit additional documentation for such admission.

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
Office 611
1889 F Street
N.W. Washington, D.C. 20006
Tel.: (1-202) 458-3890
Fax: (1-202) 458-3897
E-mail: jvanglaanenweygel@oas.org

- 7.2. IIT's office with responsibility for coordinating cooperation activities under this Agreement is the Office of International Affairs, and the Coordinator is Dr. Darsh Wasan, Vice President of International Affairs. Notifications and communications shall be forwarded to the Coordinator at the following address, fax number, and e-mail address:
Office of International Affairs

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

Illinois Institute of Technology
Room 228
10 West 33rd Street
Chicago, IL 60616
Phone: 312-567-3001
Fax: 312-567-3003
Email: wasan@iit.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 IIT 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 constitutes the entire understanding between the Parties and 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 shall continue for a period of three (3) years from the date of execution. However, 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 IIT under the terms of this Agreement prior to its termination, and the IIT 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.

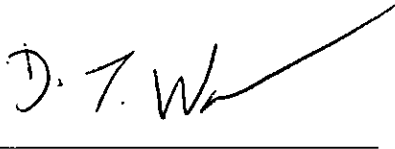
**FOR THE GENERAL SECRETARIAT
OF THE ORGANIZATION OF
AMERICAN STATES**



Maria Levens
Director
Department of Human Development
Organization of American States

Date: 10/27/08
Location: Washington, DC

**FOR ILLINOIS INSTITUTE OF
TECHNOLOGY**



Dr. Darsh Wasan
Vice President
Office of International Affairs

Date: 11/14/08
Location: Chicago, Illinois