

Acuerdos Bilaterales

Clasificación: 321-2008

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 Niagara College for the OAS Human Development Programs

Partes: SG/OAS & Niagara College

Referencia: NC

Fecha de Firma: 16 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/129/08

TO: Martha Ramos, Department of International Law

FROM: Nichole Duncan, Department of Human Development 

SUBJECT: Agreement – Niagara College

Please find attached the original delegation of authority and agreement between the SG/OAS through the DHD and Niagara College, signed on November 16, 2008.

Thank you.



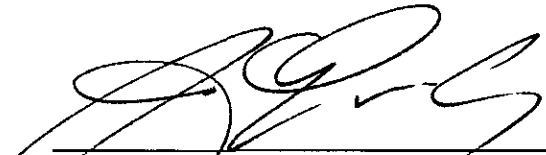
Organización de los Estados Americanos
Organização dos Estados Americanos
Organisation des Etats Américains
Organization of American States

DELEGATION OF AUTHORITY

AGREEMENT BETWEEN THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES, THROUGH THE DEPARTMENT OF HUMAN DEVELOPMENT, AND NIAGARA COLLEGE 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 22, 2008

AGREEMENT
BETWEEN
THE GENERAL SECRETARIAT OF THE
ORGANIZATION OF AMERICAN STATES
THROUGH
THE DEPARTMENT OF HUMAN DEVELOPMENT,
AND
NIAGARA COLLEGE
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 Niagara College (hereinafter sometimes referred to as "College") Niagara College, represented by Mr. Jos Nolle, Director, International Education and Development, who is authorized to sign this Agreement on behalf of the College.

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 the College is a Public institution, founded in accordance with the provisions of the laws of Ontario, Canada, whose registered office is at 300 Woodlawn Road, Welland, ON L3C 7L3 and whose office with responsibility for this Agreement International Department, 300 Woodlawn Road, Welland, ON L3C-7L3

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

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 the College;
- 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;

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

**ARTICLE II
INFORMATION AND COOPERATION**

- 2.1 The College 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 College with detailed descriptions of the scholarship selection criteria and available benefits of the Program.
- 2.2 The Parties shall exchange relevant information on the College’s students who are OAS scholarship recipients and who complete studies at the College in order to maintain a database of former OAS scholarship recipients who have graduated from the College, for follow-up and evaluation purposes, among others.
- 2.3 The Parties shall regularly exchange information on the College 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 College will endeavor to use, to the advantage of OAS scholarship 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://educogas.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.educogas.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.educogas.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 following academic degree programs: Bachelor of Applied Business (Hospitality Operations Managements) and Bachelor of Applied Business (International Commerce and Global Development)

ARTICLE V BASIC PROVISIONS GOVERNING OAS SCHOLARSHIPS

- 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, College 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.

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 Program's budgetary allocation, the regulations adopted by the political organs of the Organization, academic demand in the scholarship cycle, and the College's ability to offer places to students selected by the OAS.
- 6.2. The GS/OAS, through DHD shall promote the College in its outreach efforts in OAS member states.
- 6.3. The GS/OAS, through DHD shall notify each OAS scholarship recipient at the College that he/she is subject to and is expected to comply with the College's policies, provisions, and general practices.
- 6.4. The College shall have in place and shall make available to OAS scholarship recipients an international student support network. The College shall provide students with support in their academic studies at the College.
- 6.5. The College shall provide a partial scholarship for tuition fees and other mandatory fees for each OAS scholarship recipient. This scholarship will equal 50% of the tuition costs per year.
Those same discounts shall apply to any OAS scholarship recipients already enrolled at the College prior to receiving an OAS scholarship, unless the scholarship recipients have already been admitted under a more favorable arrangement.
- 6.6. The College shall be responsible for immediately notifying the DHD in the event that any of the following situations occur with regard to the scholarship recipients: The Recipient: (i) terminates his/her studies at the College for any reason; (ii) does not attend his/her College classes with the regularity expected by the College; (iii) is not meeting the College's academic requirements; (iv) has violated College 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 College; (viii) has been expelled by the College; (ix) has died; (x) has failed to appear at the College to commence his/her studies at the College; or (xi) for any other reason, is no longer enrolled at the College.
- 6.7. At the end of each academic cycle, the College shall inform the DHD of each OAS scholarship recipient's academic progress. The College 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 College shall promote and disseminate information on the OAS Human Development Programs.
- 6.9. Access to the Library holdings and databases of the College will be provided to OAS scholarship recipients who are students at the College.
- 6.1.0. The College 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 College 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 College area with responsibility for coordinating cooperation activities under this Agreement is International Department, and the Coordinator is Mr. Sean Coote, Manager, International Department. Notifications and communications shall be forwarded to the Coordinator at the following address, fax number, and e-mail address:

Niagara College
300 Woodlawn Road
Welland, ON L3C 7L3
(1-905) 735-2211
(1-905) 735-2413
scoote@niagaracollege.ca

- 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

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

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 College 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.

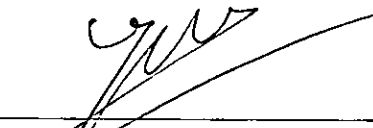
9.5. This Agreement may be terminated by mutual agreement or may be terminated by either Party without cause upon no less than 30 days' prior written notice to the other Party. Such termination shall have no adverse effect upon OAS scholarship recipients who were admitted to the College under the terms of this Agreement prior to its termination, and the College shall allow those OAS scholarship 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 FOR NIAGARA COLLEGE OF THE ORGANIZATION OF AMERICAN STATES



Maria Levens
Director
Department of Human Development
Organization of American States



Jos Nolle
Director
International Education and Development
Niagara College

Date: 10/27/08

Date: 11/16/08