

## Acuerdos Bilaterales

Clasificación: 44-2004

Fecha de Ingreso: 1 de abril de 2004

Nombre de Acuerdo: Cooperation Agreement for the OAS Scholarship Program

Materia: Becas

Partes: SG/OEA & Apice-Niagara College

Referencia: ANC

Fecha de Firma: 2/16/2004

Fecha de Inicio: 2/16/2004

Fecha de Terminación: 2/16/2009

Lugar de Firma: Notario, Canada/ Bogotá, Colombia/ Washington, D.C

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 EXECUTIVE SECRETARIAT FOR INTEGRAL  
DEVELOPMENT OF THE INTER-AMERICAN AGENCY FOR COOPERATION AND  
DEVELOPMENT,**

**AND**

**APICE-NIAGARA COLLEGE**

**FOR**

**THE OAS SCHOLARSHIP PROGRAM**

**AGREEMENT BETWEEN THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES, THROUGH AND FOR THE EXECUTIVE SECRETARIAT FOR INTEGRAL DEVELOPMENT OF THE INTER-AMERICAN AGENCY FOR COOPERATION AND DEVELOPMENT, AND APICE- NIAGARA COLLEGE FOR THE OAS SCHOLARSHIP PROGRAM**

The Parties to this Agreement, the General Secretariat of the Organization of American States ("GS/OAS"), through and for the Executive Secretariat for Integral Development of the Inter-American Agency for Cooperation and Development ("SEDI/IACD"), the Pan American Association of Student Loans Institutions (APICE) and Niagara College ("the College" )

Recognizing, that the Heads of State and Government of the Americas, meeting in the 1998 Summit in Santiago, undertook to accelerate development in the region by expanding and strengthening learning opportunities;

Considering that the SEDI/IACD has expanded the OAS Scholarship Program ("the Program") to increase educational opportunities in the Americas through a consortium of universities that support this undertaking;

Taking into account that the GS/OAS annually awards hundreds of scholarships 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 colleges and universities which elect to participate in the Program;

Considering that the College has been selected by past OAS scholarship recipients as a preferred place of study and is desirous of participating in the Program;

Taking into account that APICE is a non-profit Pan American Association, that encompasses public, private and mixed entities that encourage, promote, coordinate or administer educational credit programs in the Pan American region;

Recognizing that APICE, its affiliates and SEDI/IACD share a common interest in selecting and supporting outstanding individuals from the Americas for study and training at the College;

Agree:

## ARTICLE I

### OBJECTIVE

1. The objective of this Agreement is to establish the terms and conditions for cooperation between the Parties in cosponsoring eligible OAS scholarship recipients ("Scholars") for studies at the College , as part of the OAS Scholarship Program.

## ARTICLE II

### EXCHANGE OF PROGRAM INFORMATION

- 2.1 The College and APICE shall provide the SEDI/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 of the College and APICE. For its part, the SEDI/IACD shall include this information on its web site and in public announcements and shall link the web site of the College (<http://www.niagarac.on.ca> and APICE (<http://www.apice.org.co>) to the SEDI/IACD web site.
- 2.2 SEDI/IACD will provide the College and APICE with information on the scholarship assistance available under the Program, including its World Wide Web address (<http://www.educoas.org>). Both the College and APICE shall publicize these scholarship opportunities in their catalogues and web sites, including a link to the SEDI/IACD web site.

## ARTICLE III

### PROGRAMS AND REQUIREMENTS

- 3.1 The Scholarship is only available for the following types of study :
  - a. Full-time study for the final two years of undergraduate studies, subject to the OAS regulations in this regard.
  - b. Professional development courses
  - c. Postgraduate diploma programs

- 3.2 Under the terms of this Agreement candidates interested in an OAS Scholarship ("the Scholarship") must satisfy all eligibility requirements for an OAS scholarship and must also satisfy all the requirements of the College for admission to the desired program of studies and of APICE or its affiliates for the approval of any student loans that the candidate may need to obtain in order to completely finance his/her studies at the College.

## ARTICLE IV

### APPLICATION MODALITIES

- 4.1 The OAS Scholarship Program utilizes the following scholarship application modalities:
- a. **Parallel applications to an educational institution and to the OAS:** in this traditional modality, the student applies directly to the college or university of his or her choice for admission. The student simultaneously applies to the OAS for a scholarship to finance those studies.
  - b. **Single application to the OAS for a scholarship:** in this agency-placed modality, the student applies only to the OAS for a scholarship, indicating his or her preferred institution(s) of study. The SEDI/IACD seeks university admission for those applicants selected for scholarships.
- 4.2 Students interested in participating in the OAS Scholarship Program under this Agreement can choose to do so under any of these two modalities. Application for an OAS scholarship has to be made through the National Liaison Office designated by the authorities.
- 4.3 Students that choose the parallel application modality and apply directly to the College for admission will be required to submit their letter of acceptance in order to be considered for an OAS scholarship
- 4.4 Candidates selected for scholarships under the single application modality who indicated a preference for the College, shall be submitted to the College for consideration. Additionally, other qualified candidates may also be submitted to the College for consideration.

## ARTICLE V

### SCHOLARSHIP BENEFITS AND FUNDING OBLIGATIONS

- 5.1 In accordance with established rules, OAS scholarships can only be granted for a maximum of two years. Financing of studies that extend beyond this time frame shall be assumed by the student and/or the College and APICE through

their own financing mechanisms, taking into account the program of study and the requirements of each case.

- 5.2 Candidates selected for an OAS scholarship will receive from the OAS and the College some or all of the benefits described below. These benefits shall be in accordance with the scholarship regulations and rates of the OAS and will be specified in the scholarship contracts issued by the Organization. APICE and its affiliates would seek to provide any additional financing required by the student for the purposes of these studies. All benefits received are contingent upon satisfactory progress in the program of studies and the continued enrollment of the candidate as a full time student.
- a. For undergraduate students the IACD shall provide scholarship recipients with one round trip airfare for travel between their country of origin and the College, an allowance for living expenses, an allowance for books and materials and health insurance. The College shall provide a scholarship to cover tuition and customary and usual fees.
  - b. Students in the postgraduate diploma programs shall receive from the SEDI/IACD one round trip airfare for travel between their country of origin and the College an allowance for living expenses, an allowance for books and materials and health insurance. The College shall provide a scholarship to cover tuition and customary and usual fees.
  - c. Students participating in a selected Professional Development course shall receive from the SEDI/IACD one round trip airfare for travel between their country of origin and the College.
- 5.3 The College will review the progress of each Scholarship recipient after each year in the program and advise the SEDI/IACD on the suitability of the scholarship recipient for continuing in the program.
- 5.4 The scholarship recipients shall be subject to the general College policies, regulations, and practices applicable to students, researchers, and visiting faculty, as the case may be, as well as to those policies, regulations, and practices of the corresponding academic department.
- 5.5 The scholarship recipients would benefit from financial aid in accordance with the regulations of Student Loan Institutions affiliated to APICE.

## ARTICLE VI

### COORDINATORS

- 6.1 Each Party will designate a Coordinator of Activities to advance and implement the program. The designated Coordinators for the agreement are:

For SEDI/IACD:

Director  
 Department of Scholarships and Training  
 Inter-American Agency for Cooperation and Development  
 Organization of American States  
 1889 F Street, NW  
 Washington, DC 20006  
 United States of America

For Niagara College:

Jos Nolle  
 Director  
 International Education and Development  
 Niagara College  
 300 Woodlawn Road  
 Welland, Ontario  
 Canada

For APICE:

Jorge Tellez  
 Executive Director  
 Pan American Association of Student Loan Associations  
 Carrera 11 No. 77-20 Int. 3  
 Bogota. Colombia

- 6.2 Either Party may revoke this designation and appoint another Coordinator by advanced written notification to the other.
- 6.3 The Coordinators shall communicate with each other regularly during the academic year regarding the progress of the scholarship recipients and other matters related to the Program.

## ARTICLE VII

### DURATION, AMENDMENT AND TERMINATION

- 7.1 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.
- 7.2 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.

- 7.3 In the event this Agreement is terminated, no additional scholarships shall be awarded after the receipt of the Agreement termination notice by the notified Party. Termination of this Agreement, however, shall not interrupt or terminate scholarships and other obligations assumed by either Party to scholarship recipients who were awarded scholarships in the Program prior to the date that notice was received, and the Parties shall remain bound to comply with their obligations to those scholarship recipients as established under Article V herein until their respective scholarships terminate in accordance with the terms under which they were granted.
- 7.4 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 scholarships in force to the prejudice of any scholarship recipient then in the Program.
- 7.5 The Financing obligations set out in Article V herein shall commence with the beginning of the 2004 Academic Year.

## **ARTICLE VIII**

### **GENERAL TERMS AND CONDITIONS**

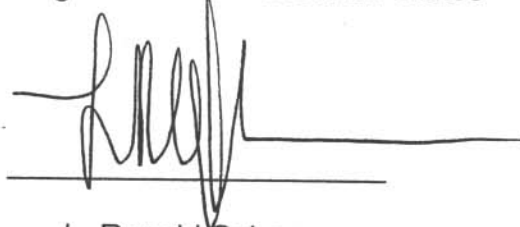
- 8.1 Nothing in this Agreement shall be construed to create a Partnership between the Parties under law. Neither Party shall be legally responsible to third Parties for the legal actions and liabilities of the other. The Party whose actions give rise to such actions and liabilities shall indemnify the other for all costs incurred in responding to, satisfying, and otherwise defending against them.
- 8.2 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 United Nations Commission on International Trade Law (UNCITRAL) 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.
- 8.3 Any expenses incurred by either Party in excess of those expressly set out in Article V herein shall be the sole responsibility of the Party that incurs them.
- 8.4 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 triplicate originals, at the place and on the date indicated below.

For Niagara College

For the General Secretariat of the Organization of American States



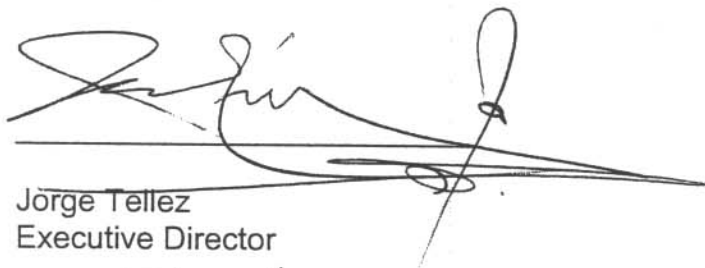
Jos Nolle  
Director  
International Education and  
Development

L. Ronald Scheman  
Director General  
Inter-American Agency for  
Cooperation and Development

Date: Feb. 16 2004  
Place: Ontario, Canada

Date: January 23 2004  
Place: Washington, DC, USA

For APICE



Jorge Tellez  
Executive Director  
Date: Feb. 10<sup>th</sup> 2004  
Place: Bogotá, Colombia