

Acuerdos Bilaterales

Clasificación: 46-2001

Fecha de Ingreso: 9 de julio de 2001

Nombre de Acuerdo: Cooperation Agreement among the United States Department of State through the Bureau of Educational and Cultural Affairs and the General Secretariat of the Organization of American States through the Inter-American Agency for Cooperation and Development and LASPAU: Academic and Professional Programs for the Americas for the Fulbright - GS/OAS Ecology Initiative.

Materia: Relaciones específicas de cooperación.

Partes: SG/OAS; United States Department of State and LASPAU: Academic and Professional Programs for the Americas.

Referencia: LASPAU (ver PPAA) / Estados Unidos

Fecha de Firma: 30 de mayo de 2001

Fecha de Inicio: 30 de mayo de 2001

Fecha de Terminación: 30 de junio de 2004

Lugar de Firma: Washington, D.C

Unidad Encargada:

Persona Encargada:

Original:

Claves:

Cierre del proceso:



COOPERATION AGREEMENT
Among
THE UNITED STATES DEPARTMENT OF STATE
Through
THE BUREAU OF EDUCATIONAL AND CULTURAL AFFAIRS
And
THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES
Through
THE INTER-AMERICAN AGENCY FOR COOPERATION AND DEVELOPMENT
And
LASPAU: ACADEMIC AND PROFESSIONAL PROGRAMS FOR THE AMERICAS
For
THE FULBRIGHT-GS/OAS ECOLOGY INITIATIVE

(Signed in Washington, DC USA, May 30, 2001)

COOPERATION AGREEMENT
Among
THE UNITED STATES DEPARTMENT OF STATE
Through
THE BUREAU OF EDUCATIONAL AND CULTURAL AFFAIRS
And
THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES
Through
THE INTER-AMERICAN AGENCY FOR COOPERATION AND DEVELOPMENT
And
LASPAU: ACADEMIC AND PROFESSIONAL PROGRAMS FOR THE AMERICAS
For
THE FULBRIGHT-GS/OAS ECOLOGY INITIATIVE

The Parties, The United States Department of State, through its Bureau of Educational and Cultural Affairs ("the Bureau"), the General Secretariat of the Organization of American States ("GS/OAS"), through the Inter-American Agency for Cooperation and Development ("IACD"), and LASPAU Academic and Professional Programs for the Americas, Inc. ("LASPAU"),

Considering that the Parties have a long history of successful educational exchanges in the Americas, including the Fulbright Faculty Development Program, the Amazon Basin Scholarship Program, the Central American/Caribbean Ecology Program, the OAS Fellowship Program, and the Leo S. Rowe Fund.

Recalling that since 1993, the Bureau, LASPAU, the Ford Foundation, the Charles Stewart Mott Foundation, and host U.S. universities have contributed to the advancement of environmental disciplines through graduate study grants to 110 environmental scientists and professionals in the Caribbean and Central America and in the Amazon Basin, and that individuals who have enhanced their knowledge and skills through these programs have been able to effect significant positive changes in the ecological sciences and in environmental policy.

Recognizing that the Strategic Plan for Integral Development of the OAS emphasizes environmental science; that GS/OAS has focused its efforts on issues relating to sustainable development within the context of economic development, including trans-boundary management of water resources, reduction of vulnerability to natural hazards, public participation in decision making, climate change/sea-level rise, coastal-zone management, renewable energy planning, and biodiversity.

Considering that joint funding from the Bureau and the IACD under this Agreement, when complemented by LASPAU's ability to identify tuition support from U.S. universities, promises to expand current efforts to address critical environmental needs in the region through educational exchanges by benefiting up to twenty (20) environmental scientists and practitioners annually;

Bearing in mind that the joint program under this Agreement will expand the Bureau's geographic emphasis and programmatic coverage to include all OAS Member countries with Fulbright Program representation, except the United States, and that such a program will provide IACD with additional resources to address its top priorities;

Recognizing that the initiative under this Agreement will complement the Bureau's current efforts by providing an additional eight grants, for a total of twenty environmental grants annually.

Agree to the following terms and conditions:

ARTICLE I: PURPOSES

1.1 The purposes of this Agreement are: (1) to outline the structure for formal collaboration among the Parties for strengthening Latin American and Caribbean organizations and individuals in fields related to the study of the environment; and (2) to establish the terms and conditions for the first cycle (two years, academic years 2002-04) of the Fulbright GS/OAS-Ecology Initiative ("the Program") for twenty grantees.

ARTICLE II: PROGRAM PROMOTION

2.1 The Parties shall jointly announce and promote the Program – beginning in June 2001, and shall work to expand the quality of the candidate pool.

ARTICLE III: SELECTION OF GRANTEES

3.1 The Program will be subject to the selection schedule and procedures of both the Fulbright Program and IACD.

3.2 Candidates will be recruited through Fulbright, LASPAU, and IACD networks during June and July, 2001. The process will include distribution and receipt of application forms, administration of aptitude and English tests, review and preliminary selection of applicants, and in-person interviews.

3.3 The interview and selection stage will follow current Fulbright procedures in each country.

3.4 The Fulbright Commissions ("the Commissions") and Public Affairs Sections of the Embassies of the United States of America ("Public Affairs Sections") will make final recommendations based on the evaluation of the interview panel and present those recommendations to LASPAU, Bureau, and IACD staff.

3.5 IACD and Bureau Staff shall draw up a ranked list for approval by the IACD in Washington, DC. and the J. William Fulbright Foreign Scholarship Board (the FSB).

3.6 During September and October 2001, final selection of grantees shall be made by IACD staff, subject to LASPAU's assurance that each will be admitted to a graduate program. IACD funding will be approved after a placement is confirmed. Following IACD action, the slate will be presented to the FSB for approval.

3.7 All admissions, tuition awards, and final grant approvals by IACD shall be finalized by May 2002 for studies beginning in August/September 2002 and continuing through to the end of the 2003-04 academic year.

ARTICLE IV: LASPAU'S SPECIFIC OBLIGATIONS

4.1 LASPAU shall assure that all twenty grantees selected under the Program will obtain tuition assistance.

4.2 LASPAU shall develop appropriate programs in consultation with the Bureau and IACD. LASPAU will produce and provide all application materials and distribute them through the local Fulbright and IACD contacts.

4.3 LASPAU shall work with the Commissions and Public Affairs Sections on the application and selection process in each country.

4.4 During Nov. 2001–April 2002, LASPAU shall place students, arrange pre-academic training where necessary, and obtain tuition support.

4.5 LASPAU shall provide administrative, financial, and supervisory services following the current practices and standards of the Fulbright Program, including periodic financial and program reporting to IACD and the Bureau.

4.6 LASPAU shall assure that all grantees are covered by Fulbright or equivalent student health insurance for the duration of their respective grants.

ARTICLE V: BUDGET, FINANCING AND FINANCIAL MANAGEMENT

5.1 Estimated costs for the first cycle (2002-04 academic years) for Fulbright grantees, per student and total, are set out in the table attached as Annex A to this Agreement, and those costs shall be borne by the Parties as indicated in that table, depending upon the availability of funds.

5.2 Annual financing from the Bureau and IACD, not to exceed the amounts set out in Annex A, shall be allocated for maintenance, fees, books, insurance, research expenses, travel, pre-academic courses, and administrative costs.

5.3 LASPAU shall be responsible for obtaining tuition assistance.

5.4 LASPAU shall act as a financial conduit for the Bureau and IACD for funds related to this Agreement. Subject to the receipt of the quarterly reports required under Article 5.5 below, the Bureau and IACD will pay LASPAU quarterly, in advance, for LASPAU's anticipated expenses for both grantee expenses and administration of the Program. The total of those payments to be made to LASPAU by each Party for the Programming Cycle shall not exceed the totals set out in the table in Annex A attached hereto.

5.5 LASPAU shall prepare quarterly financial reports outlining funds received, funds expended, and balances held or funds due. Reports shall be based on total funds and contain a request for funding for the following quarter. LASPAU shall expect payment within 30 days of submitting the Reports.

5.6 In accordance with the estimated costs set out in Annex A of this Agreement, LASPAU shall place students in universities offering appropriate financial support and shall make payments to host institutions and grantees for agreed upon expenses. Payments to host institutions shall follow normal accounts payable standards, and payments to grantees shall be made on a quarterly basis, in advance, by LASPAU.

ARTICLE VI: GENERAL PROVISIONS

6.1 This Agreement shall enter into force upon signature.

6.2 This Agreement shall remain in force until June 30, 2004. Depending upon the availability of funds, it may be renewed upon the written agreement of all the Parties, in which case, it is anticipated that the Programming Cycle described in this Agreement will repeat itself for the following two academic years.

6.3 This Agreement may be modified by the written assent of all the Parties, in the form of an exchange of letters or other writing, all dated, duly signed, and to be attached hereto.

6.4 This Agreement does not constitute a legal partnership or joint venture, and no Party shall be liable for the negligence or other tortious actions of the others. Any Party whose sole

negligence, tortious actions, or breach of contract (institutionally or through its employees and other agents) causes the other Parties to incur damages in relation to this Agreement shall fully indemnify those other Parties for those damages.

6.5 All notices required under this Agreement shall be in writing. The following persons shall be authorized to give and receive notice as indicated below. No notice shall be considered valid and effective unless given and received by the persons designated hereunder:

For IACD

L. Ronald Scheman
 Director General
 Inter-American Agency for Cooperation and Development
 OAS General Secretariat Building
 1889 F Street, N.W.
 Washington, D.C. 20006

FAX: 202-458-3526
 E-mail: RScheman@iacd.oas.org
 Telephone: 202 458 3510

For the Bureau

Helena Kane Finn
 Acting Assistant Secretary
 Bureau of Educational and Cultural Affairs
 United States Department of State
 301 4th Street, S.W. SA-44
 Washington D.C. 20547

FAX: 202-203-5115
 E-mail: hkfinn@pd.state.gov
 Telephone: 202-203-5122

For LASPAU

Ned D. Strong
 Executive Director
 LASPAU
 25 Mount Auburn Street
 Cambridge MA 02138

FAX: 617-495-8990
 E-mail: ned_strong@harvard.edu
 Telephone: 617-495-0555

Any Party may change the designation of its representative for giving and receiving notice by advising the others of such change in writing.

6.6 The Parties shall seek to resolve any dispute arising out of this Agreement by way of amicable discussions. If that fails, then the dispute shall, at the initiative of any Party, be resolved by way of binding arbitration under a procedure agreed to by the interested Parties, but in the event

ANNEX A
ESTIMATED COSTS OF PARTIES

Contribution	Year 1	Year 2	Total	#Grants	Total
Bureau Maint./fees/ books/insurance/services	18,373	13,324	31,697	20	633,940
OAS Maint./fees/ books/insurance/services	12,249	8883	21,132	20	422,640
LASPAU US. univ. tuition	12,000	12,480	24,480	20	489,600
Total	42,622	34,687	77,309	20	1,546,180

NOTES

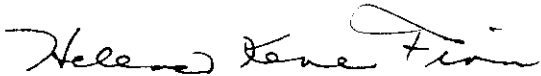
1. The term OAS refers to costs to be borne by IACD.
2. Administrative services expenses cover costs of implementing the Program by LASPAU.
3. Year One costs include pre-academic training of an average of 3-4 months, if needed.
4. Cost calculations reflect those projected for the FY 2002 Fulbright Program. Inflation is calculated at 4% per year.

no such agreement is reached within thirty days of service of a written request for arbitration upon the Parties, the arbitration will be conducted by the American Arbitration Association in accordance with its rules of procedure. The place of the arbitration shall be Washington, D.C., and the laws of the District of Columbia shall apply, to the extent they are consistent with Federal law.

6.7 Nothing in this Agreement constitutes a waiver, express or implied, of the privileges and immunities of the Parties under applicable law.

Signed by the duly authorized representatives of the Parties in triplicate originals on the date and at the place indicated below,

FOR THE UNITED STATES DEPARTMENT OF STATE

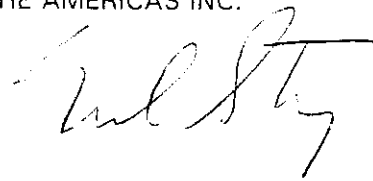


Title: _____

Date: _____

Place: _____

FOR LASPAU: ACADEMIC AND PROFESSIONAL PROGRAMS FOR THE AMERICAS INC.

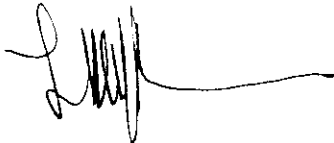


Title: _____

Date: _____

Place: _____

FOR THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES



Title: _____

Date: _____

Place: _____

