

ACUERDOS BILATERALES

Clasificación: 54-2009

Fecha de Ingreso: July 27, 2009

Nombre del Acuerdo: Agreement between the General Secretariat of the Organization of American States and the Regents of the University of New Mexico for the OAS Human Development Programs

Materia: OAS Human Development Programs

Partes: SG/OEA & University of New Mexico

Referencia: University of New Mexico

Fecha de Firma: May 26, 2009

Fecha de Inicio:

Fecha de Terminación:

Lugar de Firma:

Unidad Encargada: Department of Human Development

Persona Encargada: Maria Levens

Original:

Claves:

Cierre del proceso:

Notas adicionales:



17th St. & Constitution Avenue N.W.
Washington, D.C. 20006
United States of America

Organization of American States

P. 202.458.3000
www.oas.org

Memorandum

Date: 6/24/2009
DHD/29/09

To: Martha Ramos, Department of International Law
From: Nichole Duncan, Department of Human Development
Subject: Recently Signed Agreements

Dear Mrs. Ramos,

Please find attached the delegation of authority and agreements between the SG/OAS through the DHD and the following universities:

- The University of New Mexico; signed May 26th, 2009.
- The University of Miami; signed May 13th, 2009
- The Université Du Québec á Montréal; Signed May 25th, 2009

Please confirm receipt once you have received this package via inter-office mail.

Thank you

Nichole Duncan



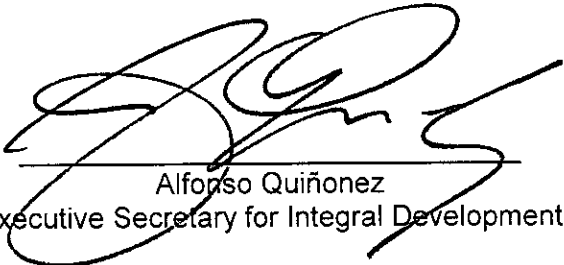
Organización de los Estados Americanos
Organização dos Estados Americanos
Organisation des Etats Américains
Organization of American States

DELEGATION OF AUTHORITY

AGREEMENT BETWEEN THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES, THROUGH THE DEPARTMENT OF HUMAN DEVELOPMENT, AND THE UNIVERSITY OF NEW MEXICO 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.

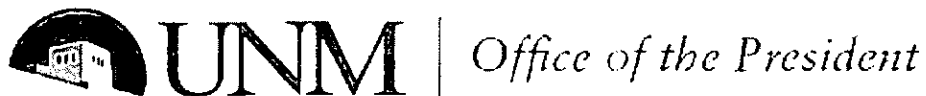
This delegation of authority expires on the 6TH day of May 2009.



Alfonso Quiñonez
Executive Secretary for Integral Development

Place: Washington DC

Date: April 22, 2009



About President Schmidly



Dr. David J. Schmidly

Dr. David J. Schmidly was installed as the 20th President of The University of New Mexico on October 7, 2007. As President, he is responsible for UNM campuses in Gallup, Los Alamos, Taos, Valencia, and Rio Rancho as well as at the UNM Health Sciences Center, which includes the nationally renowned UNM Cancer Center.

President Schmidly brings a wealth of knowledge and experience to UNM having led Oklahoma State University as its system CEO and President from 2002 to 2007. In addition to his work at OSU, he was previously the President of Texas Tech University after having served as vice president for research, graduate studies, and technology transfer, and as dean of the graduate school. He also spent 25 years at Texas A&M University, including five years as CEO of the Galveston campus and six years as head of the Department of Wildlife and Fisheries Sciences.

During his tenure here, UNM has seen major growth in the incoming freshman class and significant accomplishments in the recruitment of National Merit and National Hispanic Scholars. As well, the University has seen a renewed sense of purpose surrounding undergraduate and graduate education, diversity, research, creating healthy New Mexico communities, as well as economic and community development. In recognition of his commitment to diversity and as a recognition of UNM's leading role as a Hispanic Serving Institution, President Schmidly was inducted as a member of the Hispanic Association of Colleges & Universities (HACU) governing board in 2008.

President Schmidly is an internationally respected researcher and scientific author and has been inducted

into the Texas Hall of Fame for Science, Mathematics, and Technology, which recognizes individuals who have played a major role in significant scientific accomplishments. As a noted scientific naturalist, he has authored nine natural history and conservation books about mammals and more than 100 scientific articles.

David Schmidly earned a Ph.D. in zoology from the University of Illinois, following a bachelor's and master's degrees from Texas Tech. He is a native of Levelland, Texas. He and his wife, Janet, have two grown children and three grandchildren.

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1.1 Subject: RESPONSIBILITIES OF THE BOARD OF REGENTS

Adopted: September 12, 1996
Amended: December 14, 2004

Ultimate Responsibility for the Governance of the University

The Board of Regents is responsible for the governance of the University of New Mexico. This responsibility may be exercised only by the Board as a unit; individual Regents are without power to act separately in the transaction of University business, except when one of the Board's officers is specifically authorized to act on behalf of the Board.

The Board's power to govern the University includes fiduciary responsibility for the assets and programs of the University, establishment of goals and policies to guide the University and oversight of the functioning of the University. The Board vests responsibility for the operation and management of the University in the President of the University.

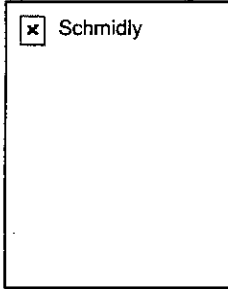
Duties and Functions of the Board

The Board shall carry out the duties and functions authorized by law and specified in this policy manual including, but not limited to the following:

1. Appoint a President of the University who serves as Chief Executive Officer; and delegate authority to the President for effective operation of the University.
2. Adopt Board of Regents' policies for the governance of the University, and at least biennially, review the Regents' Policy Manual for compliance and revision, in addition to revisions submitted, as necessary, at any time.
3. Establish, and periodically review, the mission, goals, objectives of the University, and a long-range campus master plan for the physical development of the University; create colleges, schools and branches.
4. Approve the constitution or other governing document of faculty, staff, and student governing bodies and component or affiliated organizations, as determined to be appropriate by the President and the Board.
5. Approve all degrees awarded by the University.
6. Enter into, and review biennially, operating agreements with the Board of Advisors of each branch college.
7. Approve the organizational structure for the University, and any major revisions proposed by the President.
8. Take any other actions required by law to be decided at the level of the Board.

The Board reserves the right to consider and determine any matter relating to the University.

February 17, 2007

David J. Schmidly Named UNM President

With a unanimous vote, the University of New Mexico Board of Regents today named David J. Schmidly as the 20th president of the university. The announcement was made at a special meeting of the regents on the main UNM campus in Albuquerque.

[Letter From David J. Schmidly on Becoming UNM's President](#)

Photo: David J. Schmidly

Schmidly is CEO and President of the Oklahoma State University System and former president of Texas Tech University.

In nominating Dr. Schmidly, Regent Jack Fortner remarked that regents were looking for the candidate with experience in higher education, health sciences, research, athletics and capital campaigns. "This is our opportunity to select a sitting president from a major university," said Fortner. "There will be no need for on the job training. Dr. Schmidly will step right in."

Regent Don Chalmers said, "We had five wonderful candidates. But one stands head and shoulders above the rest. Dr. Schmidly came to us with a vision about how to take this university to the next level."

Schmidly was one of five finalists selected by the regents in late January after a seven-month long search process. Each of the finalists took part in two days of campus interviews that included public forums with staff, faculty, students and the community.

After tabulating votes and comments from all of the forums, Regents President Jamie Koch said 91 percent of the UNM constituents who participated in the forums favored Schmidly. "We look forward to a dynamic presidency," said Koch.

June 01, 2007

Schmidly Says It's All About the Students

At a time when most are winding down in academia, UNM President David Schmidly is gearing up. He held his first staff meeting on his first day on the job, June 1. Schmidly presented his perspective on how the office will run. "The president's office sets the tone for everyone on campus. Our office will be friendly and customer oriented. We are here to serve the university's faculty, staff and students," he said.

He said the staff should have a "can do" attitude. "We will work hard, and I'd like us all to have fun and a good attitude," he said. Parents, he said won't get a "bureaucratic run around," emphasizing that the president's office is here to help people whether they are on the phone or lost in Scholes Hall.

Stressing that the president's office is the "front porch" to the university, he said he doesn't want callers waiting on hold or rolling over to voicemail. When putting people on hold is unavoidable, however, he wants listeners to get important messages about UNM. "We can use the UNM fight song and 'did you know' messages about UNM," he said.

"Guests to campus don't just want to talk to me. They want to visit with the students," he said, adding that students can be fundraisers for the university. "They love UNM and can be helpful in getting donors committed to supporting UNM," he said.

Schmidly is also interested in supporting students. "We need to get more fellowships for graduate students and more scholarships for undergraduates. The Lottery Scholarship is wonderful, but it doesn't cover all expenses. We need to expand our scholarship portfolio," he said.

Schmidly is happy to be able to continue his own research in New Mexico as a "critter biologist," meaning all mammals from "bats to whales." He is also interested in conducting a research project on the national history of the state relative to conservation.

The Schmidly's own a "tin-roofed adobe home" in Placitas with a view of the Sandias and the mesas. The boxes in the house have been emptied, but some still linger in the garage, Mrs. Schmidly said. He said they're adding on to their house because they found they need more space.

Schmidly said that he doesn't like to sit around in his office. His style is "management by walking around. I like to listen to students. They know what needs to be fixed," he said. Schmidly also walks for his health. Equipped with pedometer, he walks 10,000 steps a day. "It's about four miles. It helps me manage my Type II diabetes," he said.

"It's all about the students. The university is for students. We are here to help them have better lives and careers," he said.

Media Contact: Carolyn Gonzales, (505) 277-5920; e-mail: cgonzal@unm.edu

AGREEMENT

BETWEEN

**THE GENERAL SECRETARIAT OF THE
ORGANIZATION OF AMERICAN STATES
THROUGH
THE DEPARTMENT OF HUMAN DEVELOPMENT,**

AND

THE REGENTS OF THE UNIVERSITY OF NEW MEXICO

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 the Regents of the University of New Mexico (hereinafter sometimes referred to as "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 "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 an institution of higher education, founded in accordance with the provisions of the laws of the State of New Mexico, whose registered

office is in Albuquerque, New Mexico, and whose office with responsibility for this Agreement is the Latin American and Iberian Institute, MSC02 1690, 801 Yale NE, 1 University of New Mexico, 87131-0001.

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 and undergraduate levels; 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 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 at the University;
- 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.

ARTICLE II INFORMATION AND COOPERATION

2.1 The University 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

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

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 University with detailed descriptions of the scholarship selection criteria and available benefits of the Program.

- 2.2 Subject to applicable law, the Parties shall exchange relevant information on the University's students who are OAS scholarship recipients and Rowe Fund loan recipients 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 University 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 University will endeavor to use, to the non-exclusive 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 following academic degree programs: College of Arts and Sciences, College of Education, College of Fine Arts, School of Engineering, School of Architecture and Planning, School of Public Administration. Other schools may be included on a one-by-one basis, at the discretion of the University, however tuition will be considerably higher.

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 Program's budgetary allocation, the regulations adopted by the political organs of the Organization, academic demand in the scholarship cycle, and the University's 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 University has in place an international student support network and shall make the network available to OAS scholarship and Rowe Fund loan recipients for the purpose of supporting the recipients' academic studies at the University.
- 6.5 The University will charge in-state tuition and fees to OAS scholarship recipients and Rowe Fund loan recipients who apply for and receive an AMIGO International Scholarship. The University agrees to accept up to 10 students under this agreement, at any given time, until such time that it is able to increase the number of AMIGO International Scholarships awarded to OAS scholarship recipients or Rowe Fund loan Recipients. The deadlines for the AMIGO International Scholarship are March 1 for the Fall semester and August 1 for the Spring semester. Applicants must apply as degree-seeking international students and follow established deadlines, and must also apply to and be accepted by the individual department from which they wish to earn a degree (please note that departments may have different deadlines). This same arrangement shall apply to any OAS scholarship or Rowe Fund loan recipient already enrolled at the University prior to receiving an OAS scholarship or Rowe Fund loan, unless the scholarship or loan recipients have already been admitted under a more favorable arrangement.
- 6.6 The University 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 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 University shall inform the DHD of each OAS scholarship recipient's academic progress. The University 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. Their eligibility will depend on their ability to meet the University's minimum academic requirements.
- 6.8 The University shall promote and disseminate information on the OAS Human Development Programs.
- 6.9 Access to the Library holdings and databases of the University will be provided to OAS scholarship and loan recipients who are students at the University.
- 6.10 The University 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 Latin American and Iberian Institute, University of New Mexico, and the Coordinator is Dr. Susan Tiano, Director, Latin American and Iberian Institute, University of New Mexico. Notifications and communications shall be forwarded to the Coordinator at the following address, fax number, and e-mail address:

Latin American and Iberian Institute
MSC02 1690
1 University of New Mexico
Albuquerque, New Mexico 87131-0001
United States of America
Tel. (1-505) 277-2961
Fax: (1-505) 277-5989
E-mail: stiano@unm.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.

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

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”). 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.

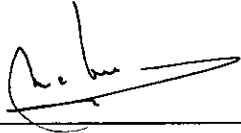
ARTICLE IX GENERAL PROVISIONS

- 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.

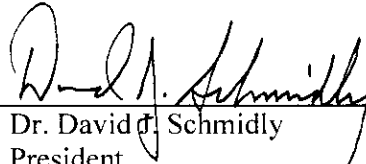
IN WITNESS WHEREOF, the duly authorized representatives of the Parties have executed this Agreement on the dates and at the locations set forth below.

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




Maria Levens
Director
Department of Human Development

**THE REGENTS OF THE UNIVERSITY
OF NEW MEXICO**



Dr. David J. Schmidly
President



Dr. Suzanne Trager Ortega
Provost

Date: 24/04/09

Date: 5/26/09