

ACUERDOS BILATERALES

Clasificación: 55-2009

Fecha de Ingreso: July 27, 2009

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

Materia: OAS Human Development Programs

Partes: SG/OEA & University of Miami

Referencia: University of Miami

Fecha de Firma: May 13, 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:



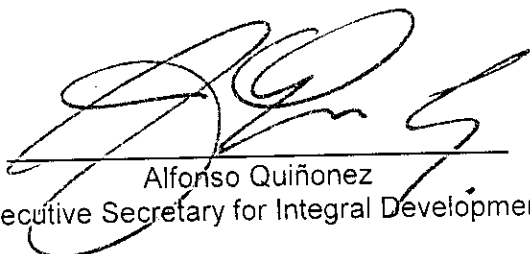
Organización de los Estados Americanos
Organização dos Estados Americanos
Organisation des Etats Américains
Organization of American States

DELEGATION OF AUTHORITY

AGREEMENT BETWEEN THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES, THROUGH THE DEPARTMENT OF HUMAN DEVELOPMENT, AND THE UNIVERSITY OF MIAMI 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 28th day of May 2009.


Alfonso Quiñonez
Executive Secretary for Integral Development

Place: Washington DC

Date: May 8, 2009



Abraham Varghese
Assistant Provost
for International Affairs

To: The Department of Human Development at
The General Secretariat of the Organization of American States

From: Abraham Varghese, Assistant Provost for Globalization, University of Miami

A handwritten signature in black ink, appearing to be "AV", written over a horizontal line.

Re: President Donna E. Shalala's Biography - Information

Donna E. Shalala became Professor of Political Science and President of the University of Miami on June 1, 2001. President Shalala has more than 25 years of experience as an accomplished scholar, teacher, and administrator.

Born in Cleveland, Ohio, President Shalala received her A.B. degree in history from Western College for Women. One of the country's first Peace Corp Volunteers, she served in Iran from 1962 to 1964. She earned her Ph.D. degree from The Maxwell School of Citizenship and Public Affairs at Syracuse University. A leading scholar on the political economy of state and local governments, she also has held tenured professorships at Columbia University, the City University of New York (CUNY), and the University of Wisconsin - Madison. She served as President of Hunter College of the City University of New York from 1980 to 1987 and as Chancellor of the University of Wisconsin-Madison from 1987 to 1993.

During her tenure, UM has solidified its position among top U.S. research universities and continues to rise in national rankings, including an unprecedented 15-point climb in *U.S. News and World Report's* "America's Best Colleges," moving from 66th in 2001 up to 51st in 2008. *Momentum: The Campaign for the University of Miami*, the first billion-dollar capital campaign completed in the state of Florida, raised \$1.4 billion in private support for the university's endowment, academic and research programs and facilities. UM's Coral Gables campus hosted the first 2004 Presidential Debate and in 2007, in partnership with Univision Network, presented the first-ever Democratic and Republican presidential candidates' forums in Spanish.

In 1993 President Clinton appointed her U.S. Secretary of Health and Human Services (HHS) where she served for eight years, becoming the longest serving HHS Secretary in U.S. history. At the beginning of her tenure, HHS had a budget of nearly \$600 billion, which included a wide variety of programs including Social Security, Medicare, Medicaid, Child Care and Head Start, Welfare, the Public Health Service, the National Institutes of Health (NIH), the Centers for Disease Control and Prevention (CDC), and the Food and Drug Administration (FDA).

As HHS Secretary, she directed the welfare reform process, made health insurance available to an estimated 3.3 million children through the approval of all State Children's Health Insurance Programs (SCHIP), raised child immunization rates to the highest levels in history, led major reforms of the FDA's drug approval process and food safety system, revitalized the National

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Institutes of Health, and directed a major management and policy reform of Medicare. At the end of her tenure as HHS Secretary, *The Washington Post* described her as “one of the most successful government managers of modern times.” As Chancellor of the University of Wisconsin-Madison, she led what was then the nation’s largest public research university. She successfully strengthened undergraduate education, the university’s research facilities, and spearheaded the largest fundraising drive in Wisconsin’s history. In 1992, *Business Week* named her one of the top five managers in higher education.

She served in the Carter administration from 1977-80 as Assistant Secretary for Public Development and Research at the U.S. Department of Housing and Urban Development. In 1980, she assumed the presidency of Hunter College of the City University of New York.

She is a Director of Gannett Co., Inc., and the Lennar Corporation. She also serves as a Trustee of the Henry J. Kaiser Family Foundation.

In 2007, President George W. Bush handpicked Shalala to co-chair with Senator Bob Dole the Commission on Care for Returning Wounded Warriors, to evaluate how wounded service members transition from active duty to civilian society.

President Shalala has more than three dozen honorary degrees and a host of other honors, including the 1992 National Public Service Award, the 1994 *Glamour* magazine Woman of the Year Award; in 2005 she was named one of “America’s Best Leaders” by *U.S. News & World Report* and the Center for Public Leadership at Harvard University’s Kennedy School of Government; in May 2008 she was selected as an Independent Director of the US Soccer Federation, and in June 2008 she was awarded the Radcliffe Medal by The Radcliffe Institute for Advanced Study at Harvard University. In 2008, she was honored as one of “25 Great Public Servants” by The Council for Excellence in Government which recognized outstanding public servants who have made significant contributions to achieving excellence in government over the past 25 years.

In June 2008, President Bush presented her with the Presidential Medal of Freedom, the nation’s highest civilian award, at a ceremony in the White House. The medal recognizes exceptional meritorious service to individuals who have contributed to national security, world peace, or cultural endeavors. She has been elected to the Council on Foreign Relations; National Academy of Education; the National Academy of Public Administration; the American Academy of Arts and Sciences; the National Academy of Social Insurance; the American Academy of Political and Social Science; and the Institute of Medicine of the National Academy of Sciences.

AGREEMENT BETWEEN
THE GENERAL SECRETARIAT OF THE
ORGANIZATION OF AMERICAN STATES
THROUGH
THE DEPARTMENT OF HUMAN DEVELOPMENT,
AND
The UNIVERSITY of MIAMI
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 University of Miami (hereinafter sometimes referred to as "University") represented by Dr. Terri A. Scandura, Dean of the Graduate School, University of Miami who is authorized to sign this Agreement on behalf of the 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 a non-profit educational institution, founded in accordance with the provisions of the laws of the State of Florida, USA whose registered office is at 1507 Levante Avenue Coral Gables, FL 33146 and whose office with responsibility for this Agreement is the Office of Business Services, 1507 Levante Avenue, Rm. 327, University of Miami, Coral Gables, FL 33146

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 level 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.

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

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 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.

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 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 at the University of Miami is for Masters Degree programs ONLY. School/College at the University of Miami, listed below, will participate in this scholarship program. Number of graduate tuition credits waived for admitted students vary with School/College, and is given in parenthesis below. Number of students admitted to the various Masters program through this scholarship program will be at the discretion of the each School/College at the University of Miami. All participating students will be admitted through the normal admission process at the University of Miami and final decision for admission will rest with the University.

1. School of Architecture (March in Suburb & Town Design and Master of Real Estate & Urbanism only) (18 graduate credits over three semesters)
2. College of Arts & Science (18 graduate credits/year for 2 years)
3. School of Business (12 graduate credits/year for 2 years)
4. School of Communication (18 graduate credits/year for 2 years)
5. School of Education (18 graduate credits/year for 2 years)
6. College of Engineering (12 graduate credits/year for 2 years)
7. School of Law (LLM programs in International Law and Ocean and Coastal Law only- 16 graduate credits for one year)
8. School of Music (18 graduate credits/year for 2 years)
9. Rosenstiel School of Marine and Atmospheric Science (18 graduate credits for year 1 and 12 credits for year)

**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 shall have in place and shall make available to OAS scholarship and Rowe Fund loan recipients an international student support network. The University shall provide students with support in their academic studies at the University.

- 6.5. The University of Miami shall provide OAS scholarship and loan recipients with graduate credit waivers. Number of tuition credit waivers differs from School to School. For details of the number of graduate tuition credit waivers by school, please see section 4.2. All other expenses for participating in these University of Miami programs that are not covered by the OAS scholarship will be the responsibility of the student.,
- 6.6. As allowed by controlling federal and state law, the University shall be responsible for immediately notifying the DHD in the event that any of the following situations occur 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. As allowed by controlling federal and state law, 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.
- 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 the Awardees² to the University as long as they are originals or certified as true and accurate copies of the originals. The fact that an Awardee has been selected by GS/OAS does not guarantee admission to the University of Miami. The Awardee must independently satisfy the University's admission requirements for the particular program(s).

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

**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 Glaanen Weygel, 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 Graduate School at the University of Miami and the Coordinator is Ms. Sandra Schwartz Abraham, Assistant Dean, Programs, Graduate School, Notifications and communications shall be forwarded to the Coordinator at the following address, fax number, and e-mail address:

Ms. Sandra Schwartz Abraham,
Assistant Dean, Programs,
106 Pick Hall, Graduate School
University of Miami
Coral Gables, Florida 33124
Phone: (305) 284-6013
Fax: (305) 284-5441
Email: sabraham@miami.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 American Arbitration Association. 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 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**

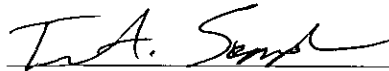
For The UNIVERSITY OF MIAMI



Maria Levens
Director
Department of Human Development



Donna E. Shalala, Ph. D.
President



Terri A. Scandura, Ph. D.
Dean, Graduate School



Humberto M. Speziani
Assistant Vice President Business Services

Date: 05/13/09

Date: _____