

ACUERDOS BILATERALES

Clasificación: 62-2009

Fecha de Ingreso: July 27, 2009

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

Materia: OAS Human Development Programs

Partes: SG/OEA & University of Mississippi

Referencia: University of Mississippi

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:



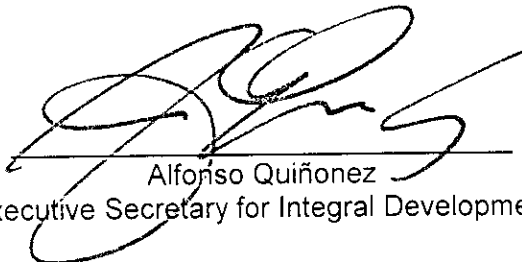
Organización de los Estados Americanos
Organização dos Estados Americanos
Organisation des Etats Américains
Organization of American States

DELEGATION OF AUTHORITY

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

AGREEMENT

BETWEEN

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

AND

THE UNIVERSITY OF MISSISSIPPI

REGARDING

THE OAS HUMAN DEVELOPMENT PROGRAMS

The Parties to this Agreement, the General Secretariat of the Organization of American States (hereinafter referred to as "GS/OAS"), a public international organization, with headquarters at 1889 F Street N.W., Washington, D.C. 20006, United States of America, through its Department of Human Development (hereinafter referred to as "DHD"), represented by Maria Levens, Director of said Department, and The University of Mississippi (hereinafter sometimes referred to as the "University"), P.O. Box 1848, University, MS 38677-1848, United States of America, represented by Robert C. Khayat, Chancellor, 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 (hereinafter referred to as 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 state university founded in 1848 in accordance with the provisions of the laws of the State of Mississippi whose principal office is at 123 Lyceum Building, Lyceum Circle, University, Mississippi, United States of America, and whose office with responsibility for this Agreement is the Office of International Programs, 331 Martindale Hall, University, Mississippi, United States of America.

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 university that offers a variety of academic studies at the undergraduate and graduate 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 and train at the University in all undergraduate fields with the exception of nursing and in all graduate fields with the exception of clinical psychology, law, medicine, and nursing;

Have hereby agreed to enter into this Agreement:

ARTICLE I OBJECTIVE

- 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 in the Americas through:
 - 1.1 Co-sponsorship of scholarship recipients¹ selected through the OAS Scholarship and Training Program (hereinafter referred to as "Scholarship Recipients") to study at the University.
 - 1.2 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.
 - 1.3 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

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

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 the University’s technical, academic, and professional development programs for which the University 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 OAS Academic Scholarship Program (the “Program”).
- 2.2 The University shall promote and disseminate information on the educational programs of the DHD and, in turn, DHD shall promote and disseminate on its web page the University’s academic and research programs.
- 2.3 Before initiating their course of study at the University, all OAS Scholarship and Rowe Fund Loan recipients shall sign an appropriate privacy release under the auspices of the Federal Educational Rights and Privacy Act permitting the University to share all information in its files with GS/OAS and all other exchanges of information provided for under this Agreement. The Parties shall exchange relevant information on the University’s students who are OAS Scholarship recipients and who complete studies at the University in order to maintain a database of former OAS scholarship recipients who have graduated from the University, for follow-up and evaluation purposes, among others.
- 2.4 The Parties shall regularly exchange information regarding the University’s 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 University will endeavor to use, to the advantage of OAS scholarship recipients, the linkages and ties that the University has developed with other universities and educational institutions through its International Activities.
- 3.4 Access to the Library holdings and databases of the University will be provided to OAS Scholarship Recipients who are students at the University.
- 3.5 In addition to the applicable standardized test scores required of applicants to its specific colleges, schools, and degree programs – such as TOEFL, IELTS, GMAT, GRE, and ACT or SAT – the University will accept the documents required by the 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,

ARTICLE IV PROGRAMS

4. 1 OAS PROGRAMS

4.1.1 The OAS Scholarship and Training Programs award scholarships to persons interested in pursuing undergraduate or graduate studies, and/or conducting research in a university or institution of higher education in an OAS Member State. Scholarships are awarded for a maximum of two academic years. Scholarships for graduate studies are awarded for Master's or Doctoral studies. Undergraduate scholarships are awarded only to candidates from OAS Member States of the English-speaking Caribbean for the final two years of studies leading to an undergraduate degree (university degree or equivalent). Scholarship recipients undertake to return to their countries of origin upon completion of their studies.

4.1.2 Professional Development scholarships are awarded to individuals meeting the professional development requirements for specialized professional development courses offered under agreements with governments or other institutions.

4.1.3 The Educational Portal of the Americas 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.

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

4.1.4 The Rowe Fund

The GS/OAS also administers the Leo S. Rowe Fund (hereinafter the "Rowe Fund"). The Rowe Fund loan program is administered by a committee approved and supervised by the OAS Permanent Council. The Rowe Fund provides interest-free loans to students from Latin American and Caribbean ("LAC") nations to pursue higher education studies at accredited universities in the United States. Students from the LAC use the Rowe Fund loans to pay direct expenses of their education or for emergencies not covered by their principal source of educational funding. Rowe Fund loan recipients undertake to repay the full amount of the loan, and to return to their home country within one year of completion of the studies for which the loan was approved. With regard to recipients of Rowe Fund Loans, the Parties agree:

4.1.4.1 The University will offer Rowe Fund loan recipients the same tuition discount and/or other University benefits for which OAS Scholarship recipients are eligible pursuant to this Agreement, regardless of whether the Rowe Fund loan recipient also benefits from an OAS Scholarship.

4.1.4.2 Any University tuition discounts and/or other University benefits shall apply to the program that is funded by the Rowe Fund loan, and shall not be retroactive. Any such discount and/or benefit shall be for at least one semester, and at most two years.

4.1.4.3 The General Secretariat of the OAS shall notify the University of any recipient of a Rowe Fund loan who is enrolled or enrolling at the University, or who is otherwise academically affiliated with the University.

4.1.4.4 The Rowe Fund shall promote the University's programs in the Rowe Fund's outreach efforts throughout the LAC.

4.1.4.5 The Rowe Fund and the University may explore, on a case-by-case basis, the creation of opportunities for Rowe Fund loan recipients to work at the University in exchange for a stipend or tuition discount.

4.1.4.6 This Agreement creates no obligation of the General Secretariat of the OAS to provide any Rowe Fund loan to any student at the University, or any other university. The Rowe Fund loan program is administered at the sole discretion of the General Secretariat of the OAS.

4.2 UNIVERSITY PROGRAMS

4.2.1 As of this date, University of Mississippi undergraduate degrees are available to OAS-sponsored students in the following fields: Accountancy, African American Studies, Anthropology, Art (Studio), Art History, Biological Science, Biochemistry, Biomedical Sciences, Banking & Finance, Chemical Engineering, Chemistry, Chinese, Civil Engineering, Classics, Communication Sciences & Disorders, Computer Science, Criminal Justice, Cytotechnology, Dental Hygiene, Dietetics & Nutrition Sciences, Economics, Electrical

Engineering, Elementary Education, Engineering, English, Exercise Science, Forensic Chemistry, French, Geological Engineering, Geology, German, Health Information Management, History, Hospitality Management, International Studies, Journalism, Liberal Arts, Linguistics, Management, Management Information Systems, Managerial Finance, Marketing, Marketing Communication, Mathematics, Mechanical Engineering, Music, Occupational Therapy, Paralegal Studies, Park & Recreation Management, Pharmaceutical Sciences, Pharmacy, Philosophy, Physics, Political Science, Psychology, Public Policy Leadership, Real Estate, Risk Management & Insurance, Secondary Education, Social Work, Sociology, Spanish, Special Education, and Theatre Arts

4.2.2 As of this date, University of Mississippi graduate degrees are available to OAS-sponsored students in the following fields: Accountancy, Anthropology, Biological Science, Business Administration (Finance, Management, Management and Information Systems, Marketing, Production Operations Management), Chemistry, Communication Science and Disorders, Counselor Education, Criminal Justice, Curriculum and Instruction (Elementary Education, English Education, Foreign Languages Education, Mathematics Education, Science Education, Social Studies Education, Special Education), Economics, Education (Educational Leadership K-12, Educational Leadership Secondary Education), Engineering Science (Aeroacoustics, Chemical Engineering, Civil Engineering, Computational Hydroscience, Computer Science, Electrical Engineering, Electromagnetics, Environmental Engineering, Geological Engineering, Geology, Hydrology, Materials Science, Mechanical Engineering, Telecommunications), English, Exercise Science, Fine Arts (Art, Creative Writing), Health Promotion, Higher Education, History, Journalism, Mathematics, Modern Languages (French, German, Spanish, TESOL), Music (Choral Conducting, Music Education, Music Performance), Parks and Recreation Management, Pharmaceutical Science (Environmental Toxicology, Medicinal Chemistry, Pharmaceutics, Pharmacognosy, Pharmacology, Pharmacy Administration), Philosophy, Physics, Political Science, Psychology (Experimental), Social Work, Sociology, Southern Studies, and Taxation.

ARTICLE V RESPONSIBILITIES OF THE PARTIES

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 GS/OAS shall seek to place qualified students at the University, 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.
- 5.4. The University shall have in place and shall make available to OAS scholarship recipients a good international student support network. The University shall seek to provide students with support in their academic studies at the University.
- 5.5. The University shall waive non-resident tuition fees for up to ten (10) OAS Scholarship recipients or Rowe Fund loan recipients in any one academic year.
- 5.6. The University shall accept students that have already been admitted to the University prior to receiving their OAS scholarship award or interest free loan from the Rowe Fund under the terms of this agreement once the student becomes a scholarship recipient or loan grantee, unless the student has already been accepted at the University under a more favorable arrangement than the arrangement contained in this agreement between the OAS and the University.
- 5.7. The University shall notify the DHD as soon as it hears of the occurrence of the following situations with regards to the scholarship 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. Primary responsibility for communicating such information to the DHD rests with the individual student.
- 5.8. DHD shall notify each OAS Scholarship recipient at the University that he/she is subject to and is expected to comply with the University's policies, provisions, and general practices.

ARTICLE VI COORDINATION AND NOTIFICATIONS

- 6.1 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

6.2 The University area with responsibility for coordinating cooperation activities under this Agreement is the Office of International Programs, and the Coordinator is Michael Johansson, Director. Notifications and communications shall be forwarded to the Coordinator at the following address, fax number, and e-mail address:

Ms. Kay S. Tyler
Office of International Programs
The University of Mississippi
331 Martindale Hall
University, MS 38677-1848
United States of America
Tel.: +1-662-915-7404
Fax: +1-662-915-7486
E-mail: ktyler@olemiss.edu

6.3 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.

6.4 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 VII
PRIVILEGES AND IMMUNITIES**

7 Nothing in this Agreement constitutes an express or implied waiver of the privileges and immunities enjoyed by the OAS, the GS/OAS or their political organs, staff members, and/or property and assets, under the OAS Charter, the laws of the State of Mississippi, the United States of America or international law.

**ARTICLE VIII
DISPUTE RESOLUTION**

- 8 The Parties shall first seek to resolve any dispute that may arise between them through informal discussions. In the event such discussions are unsuccessful, the Parties shall select a mediator in which to conduct mediation. Both parties shall equally share the cost of the mediation. In the event mediation fails to resolve such dispute, either Party may terminate this Agreement per clause 9.5. The site of the mediation shall be Washington, D.C. Mediation proceedings shall be conducted in English.

**ARTICLE IX
GENERAL PROVISIONS**

- 9.1 The Parties hereby undertake to 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 7, above, and the University hereby undertakes to 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 mutual written agreement among the duly authorized representatives of the Parties. The instruments of amendment shall be annexed hereto and shall constitute integral parts of this Agreement.
- 9.3 This Agreement shall come 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 Should there be any change in the OAS Scholarship Program 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' written notice to the other Party. However, such termination shall have no effect upon OAS scholars that were admitted to the University under the terms of the agreement before the termination (the University shall allow these OAS scholars to complete their programs of study under the terms of the agreement). The termination shall, furthermore, have no effect upon any supplementary agreements, memoranda of understanding, and/or letters exchanged 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. Such agreements, memoranda and/or letters shall remain in force for the life thereof unless the duly authorized representatives of the Parties mutually otherwise so decide.

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

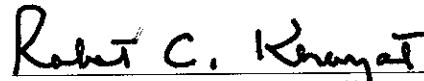
**FOR THE GENERAL SECRETARIAT
OF THE ORGANIZATION OF
AMERICAN STATES**



Maria Levens, Director
Department of Human Development
Organization of American States

Date: 05/13/09
Washington, D.C., USA

**FOR THE UNIVERSITY OF
MISSISSIPPI**



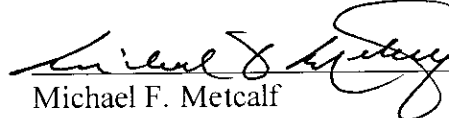
Robert C. Khayat, Chancellor
The University of Mississippi

Date: 4/27/09
Lafayette County, Mississippi, USA



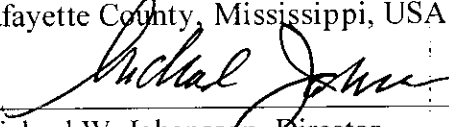
Morris H. Stocks
Provost
The University of Mississippi

Date: 4/23/09
Lafayette County, Mississippi, USA



Michael F. Metcalf
Associate Provost for International Affairs
The University of Mississippi

Date: 4/23/09
Lafayette County, Mississippi, USA



Michael W. Johansson, Director
Office of International Programs
The University of Mississippi

Date: 4/23/09
Lafayette County, Mississippi, USA