

Acuerdos Bilaterales

Clasificación: 67-2004

Fecha de Ingreso: 31 de agosto de 2004

Nombre de Acuerdo: Cooperation agreement between the General Secretariat of the Organization of American States, through and for the Executive Secretariat for Integral Development of the Inter-American Agency for Cooperation and Development and the Metropolitan College of New York for the OAS Scholarship Program

Materia: Educación/Ciencia/Cultura

Partes: SG/OEA y the Metropolitan College of New York

Referencia: MCNY

Fecha de Firma: 22 de julio de 2004

Fecha de Inicio: 22 de julio de 2004

Fecha de Terminación: 22 de julio de 2009

Lugar de Firma: New York

Unidad Encargada: IACD

Persona Encargada: Alfonso Quiñonez

Original:

Claves:

Cierre del proceso:



**COOPERATION AGREEMENT BETWEEN
THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN
STATES, THROUGH AND FOR THE EXECUTIVE SECRETARIAT FOR INTEGRAL
DEVELOPMENT OF THE INTER-AMERICAN AGENCY FOR COOPERATION AND
DEVELOPMENT,**

AND

THE METROPOLITAN COLLEGE OF NEW YORK

FOR

THE OAS SCHOLARSHIP PROGRAM

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

The Parties to this Agreement, the General Secretariat of the Organization of American States ("GS/OAS"), through and for the Executive Secretariat for Integral Development of the Inter-American Agency for Cooperation and Development ("SEDI/IACD") and the Metropolitan College of New York ("the University")

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

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

Taking into account that the GS/OAS annually awards hundreds of scholarships for graduate studies and research, as well as scholarships for undergraduate study, and that the number of those scholarships can be multiplied through arrangements for cost sharing, joint scholarships, and tuition reimbursement with universities which elect to participate in the Program;

Recognizing that they share a common interest in selecting and supporting outstanding individuals from the Americas for study and training at the University;

Agree:

ARTICLE I

OBJECTIVE

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

ARTICLE II

EXCHANGE OF PROGRAM INFORMATION

- 2.1 The University shall provide the SEDI/IACD with information and documentation on the programs for which it will consider applications from interested candidates under this Agreement. The information shall include the full World Wide Web address, if any, of the University. For its part, the SEDI/IACD shall include this information on its web site and in public announcements and shall link the web site of the University (<http://www.link.com>) to the SEDI/IACD web site.
- 2.2 SEDI/IACD will provide the University with information on the scholarship assistance available under the Program, including its World Wide Web address (<http://www.educoas.org/eng/>). The University shall publicize these scholarship opportunities in its catalogue and web site, including a link to the SEDI/IACD web site.

ARTICLE III

PROGRAMS AND REQUIREMENTS

- 3.1 The Scholarship is only available for the following types of study or research:
- a. Full-time study for the final two years of undergraduate studies, subject to the OAS regulations in this regard.
 - b. Full-time graduate study for up to two years leading to a Masters Degree or the equivalent
- 3.2 Under the terms of this Agreement candidates interested in an OAS Scholarship ("the Scholarship") must satisfy all eligibility requirements for an OAS scholarship and must also satisfy all the requirements of the University for admission to the desired program of studies

ARTICLE IV

APPLICATION MODALITIES

- 4.1 The OAS Scholarship Program utilizes the following scholarship application modalities:

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

ARTICLE V

SCHOLARSHIP BENEFITS AND FUNDING OBLIGATIONS

- 5.1 In accordance with established rules, OAS scholarships can only be granted for a maximum of two years. Financing of studies that extend beyond this time frame shall be assumed by the student and/or the University through their own financing mechanisms, taking into account the program of study and the requirements of each case.
- 5.2 Candidates selected for an OAS scholarship will receive some or all of the benefits described below. These benefits shall be in accordance with the scholarship regulations and rates of the OAS and will be specified in the scholarship contracts issued by the Organization. These benefits are contingent upon satisfactory progress in the program of studies and the continued enrollment of the candidate as a full time student.

- a. For undergraduate students the IACD shall provide scholarship recipients with one round trip airfare for travel between their country of origin and the University, an allowance for living expenses, an allowance for books and materials and health insurance. The University shall provide a scholarship to cover tuition and customary and usual fees.
 - b. Students in the masters degree program shall receive from the SEDI/IACD one round trip airfare for travel between their country of origin and the University, an allowance for living expenses, an allowance for books and materials and health insurance. The University shall provide a scholarship to cover tuition and customary and usual fees. If a Masters degree program extends beyond two years, the student will fall within the guidelines of the individual departments of the University for provision of support. Additional departments support may be in the form of a scholarship, teaching or research assistantships.
- 5.3 The University will review the progress of each Scholarship recipient after each year in the program and advise the SEDI/IACD on the suitability of the scholarship recipient for continuing in the program.
- 5.4 The scholarship recipients shall be subject to the general University policies, regulations, and practices applicable to students, researchers, and visiting faculty, as the case may be, as well as to those policies, regulations, and practices of the corresponding academic department.

ARTICLE VI

COORDINATORS

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

For the SEDI/IACD:

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

For the Metropolitan College of New York

Anita O'Brien
Registrar
Metropolitan College of New York
75 Varick Street
New York, NY 10013
(212) 343-1234 Ext. 3700
AOBrien@Metropolitan.edu

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

ARTICLE VII

DURATION, AMENDMENT AND TERMINATION

- 7.1 This Agreement will enter into force upon the date it is signed by both Parties. It shall expire five years from that date, unless the Parties, by way of amendment pursuant to this Article, agree to extend the term.
- 7.2 Notwithstanding the foregoing Paragraph, either Party may terminate this Agreement by giving written notice to the other six months prior to the effective termination date.
- 7.3 In the event this Agreement is terminated, no additional scholarships shall be awarded after the receipt of the Agreement termination notice by the notified Party. Termination of this Agreement, however, shall not interrupt or terminate scholarships and other obligations assumed by either Party to scholarship recipients who were awarded scholarships in the Program prior to the date that notice was received, and the Parties shall remain bound to comply with their obligations to those scholarship recipients as established under Article V herein until their respective scholarships terminate in accordance with the terms under which they were granted.
- 7.4 This Agreement may be modified by way of a Document or Letter of Amendment, signed by both Parties, provided however, that no such modification shall retroactively alter the terms or conditions of scholarships in force to the prejudice of any scholarship recipient then in the Program.

- 7.5 The Financing obligations set out in Article V herein shall commence with the beginning of the 2005 Academic Year.

ARTICLE VIII


GENERAL TERMS AND CONDITIONS

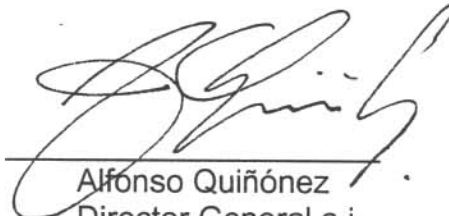
- 8.1 Nothing in this Agreement shall be construed to create a Partnership between the Parties under law. Neither Party shall be legally responsible to third Parties for the legal actions and liabilities of the other. The Party whose actions give rise to such actions and liabilities shall indemnify the other for all costs incurred in responding to, satisfying, and otherwise defending against them.
- 8.2 The Parties shall attempt to resolve any disputes between them over the interpretation and execution of this Agreement through amicable conversations, negotiations, and other such means. If those amicable means prove unsuccessful, either party may submit the matter to final and binding arbitration in Washington, D.C., by the United Nations Commission on International Trade Law (UNCITRAL), in accordance with its Rules; however, nothing in this Agreement constitutes a waiver, express or implied of the privileges and immunities, if any, enjoyed by either Party under law.
- 8.3 Any expenses incurred by either Party in excess of those expressly set out in Article V herein shall be the sole responsibility of the Party that incurs them.
- 8.4 Notice required under this Agreement shall not be valid and effective unless received by the Coordinator of the receiving party designated in accordance with Article VI of this Agreement.

In Witness whereof, the duly authorized representatives of the Parties, hereby subscribe to this agreement, in duplicate originals, at the place and on the date indicated below.

For the Metropolitan College of
New York

For the General Secretariat of the
Organization of American States



Stephen Greenwald
President

Alfonso Quiñónez
Director General a.i.
Inter-American Agency for
Cooperation and Development

Date: July 22, 2004
Place: New York, NY. USA

Date: July 15, 2004
Place: Washington, DC, USA