

ACUERDO BILATERAL

Clasificación: 74-2011

Fecha de Ingreso: 13 de febrero de 2012

Nombre del Acuerdo: Agreement Between the General Secretariat of the Organization of American States through the Department of Human Development, Education and Culture, and the University of Manitoba, Canada for the OAS Human Development Programs

Materia: OAS Human Development Programs

Partes: SG/ University of Manitoba, Canada

Referencia: University of Manitoba, Canada

Fecha de Firma: 22 de noviembre de 2011

Fecha de Inicio

Fecha de Terminación

Lugar de Firma:

Unidad Encargada: Departamento de Desarrollo Humano, Educación y Cultura

Persona Encargada:

Original

Claves

Cierres del proceso

AGREEMENT
BETWEEN
THE GENERAL SECRETARIAT OF THE
ORGANIZATION OF AMERICAN STATES (OAS)
THROUGH
THE DEPARTMENT OF HUMAN DEVELOPMENT, EDUCATION AND
CULTURE
AND
THE UNIVERSITY OF MANITOBA, CANADA
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, Education and Culture (hereinafter referred to as "DHDEC"), represented by Maria Levens, Director of said Department, and the University of Manitoba (hereinafter sometimes referred to as "University"), represented by Dr. James Dean, Executive Director, Office of International Relations, 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 DHDEC 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 public institution, founded in accordance with the provisions of the laws of Manitoba, Canada, whose registered office is at 202 Administration Building, University of Manitoba, Winnipeg MB Canada R3T 2N2 and whose office with responsibility for this Agreement the Office of International Relations, 541H University Centre, University of Manitoba, Winnipeg, MB Canada R3T 2N2.

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.

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, Education and Culture (“DHDEC”) with information and documents on their technical, academic, and professional development programs available for which the programs specified in Article 4.2 below 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 DHDEC, shall provide the University with detailed descriptions of the scholarship selection criteria and available benefits of the Program.
- 2.2 The Parties, having first obtained written student permission, 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.
- 2.3 The Parties, with the students’ written permission, shall regularly exchange information on the University 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. The parties recognize that this cooperative relationship may result in the development of various types of intellectual property and technology transfer. The parties are committed to working in good faith to develop fair principles for dealing with intellectual property and technology transfer, including ownership, use, publication, and confidentiality. These principles will be developed in accordance with the parties’

respective policies and collective agreements and will be incorporated into the Supplementary Agreements.

- 3.3 The University will endeavor to use, to the advantage of OAS scholarship recipients, the linkages and ties that it has developed with other universities and educational institutions through its international partnership activities.

ARTICLE IV PROGRAMS

4.1 The Human Development Programs administered by DHDEC 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:

- a) Agriculture
- b) Business
- c) Engineering
- d) Environment
- e) Human Nutritional Sciences
- f) Kinesiology & Recreation Management
- g) Science

Additional study programs may be added to this agreement by letter. Amendment of the Agreement is not necessary. Students may request admission to degree programs beyond

those stated above, in which case applications will be considered on a case by case basis in accordance with the terms of this agreement.

ARTICLE V BASIC PROVISIONS GOVERNING OAS SCHOLARSHIPS

- 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.

ARTICLE VI RESPONSIBILITIES OF THE PARTIES

- 6.1 The GS/OAS through DHDEC 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 OAS, 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 DHDEC shall promote the University in its outreach efforts in OAS member states.
- 6.3 The GS/OAS, through DHDEC 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.
- 6.4 The University shall have in place and shall make available to OAS scholarship recipients, subject to the written permission of each student, an international student support network. The University shall provide students with support in their academic studies at the University.
- 6.5 The University of Manitoba will cover differential fees normally charged to international students for all OAS scholarship recipients entering full-time studies in a

graduate degree program (Master's, or Ph.D.), provided that the OAS scholarship recipient demonstrates an entrance grade point average being greater than 3.5 (on a 4.5 scale) in the previous two years or equivalent of study. Differential fees will continue to be covered in subsequent years of the student's program of study at the University, provided they maintain a grade point average of 3.5 or better.

Those same discounts shall apply to any OAS scholarship recipients already enrolled at the University prior to receiving an OAS scholarship, unless the scholarship recipients have already been admitted under a more favorable arrangement.

- 6.6 The GS/OAS will ensure that scholarship recipients sign a Release of Information to the GS/OAS to enable the University to provide personal information updates on students enrolled at the University. Pending the students' release of information to the GS/OAS, the University shall notify the DHDEC in the event that it becomes aware of any of the following situations with regard 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, provincial or federal 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 DHDEC of each scholarship recipient's academic progress, provided that the scholarship recipient has signed the appropriate consent form, which is a condition imposed by GS/OAS for receipt of an OAS Scholarship. OAS agrees to provide such signed forms to the University in a timely manner. The University shall also review the progress of each scholarship recipient after one year in the program and shall promptly inform the DHDEC in writing regarding any changes to a 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 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.

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, Education and Culture, 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, Education and Culture
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 Faculty of Graduate Studies, and the Coordinator is Katie Wanke Leclerc, Student Admission Officer. Notifications and communications shall be forwarded to the Coordinator at the following address, fax number, and e-mail address:

Faculty of Graduate Studies
Rm 500 University Centre
Winnipeg, Manitoba R3T 2N2
Phone: 204-474-6719
Fax: 204-474-7553
Email: wanke@cc.umanitoba.ca

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 United Nations Commission on International Trade Law (“UNCITRAL”).
- 8.2 Nothing in this Agreement constitutes an express or implied waiver of the privileges and immunities of the Parties and their personnel.

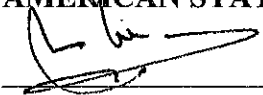
**ARTICLE IX
GENERAL PROVISIONS**

- 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 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 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.

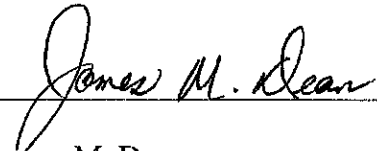
**FOR THE GENERAL SECRETARIAT
OF THE ORGANIZATION OF
AMERICAN STATES**



Maria Levens
Director
Department of Human Development,
Education and Culture
Organization of American States

Date: Nov 16, 2011

**FOR THE UNIVERSITY OF
MANITOBA**



Dr. James M. Dean
Executive Director
Office of International Relations
The University of Manitoba

Date: November 22, 2011



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

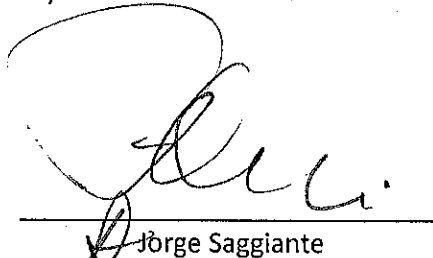
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Saint Lucia
Saint Vincent and the Grenadines
Suriname
Trinidad and Tobago
United States of America
Uruguay
Venezuela

DELEGATION OF AUTHORITY

MEMORANDUM OF UNDERSTANDING BETWEEN THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES, THROUGH THE DEPARTMENT OF HUMAN DEVELOPMENT, EDUCATION AND CULTURE AND THE UNIVERSITY OF MANITOBA

I, Jorge Saggiante, Executive Secretary for Integral Development of the Organization of American States ("OAS"), hereby authorize Mrs. Maria Levens, Director of the Department of Human Development, Education and Culture to sign the above-referenced Agreement on behalf of the General Secretariat of the OAS.

This delegation of authority expires on the 30th day of November 2011.



Jorge Saggiante
Executive Secretary for Integral Development

Place: Washington DC
Date: 16/11/11