

Acuerdos Bilaterales

Clasificación: 79-2008

Fecha de Ingreso: 11 de febrero de 2008

Nombre de Acuerdo: Agreement between the General Secretariat of the Organization of American States, through the Department of Human Development and the University of Rochester on Behalf of the William E. Simon Graduate School of Business Administration regarding the OAS Human Development Programs

Materia:

Partes: SG/OEA & University of Rochester

Referencia: UR

Fecha de Firma: 18 de octubre de 2007

Fecha de Inicio:

Fecha de Terminación:

Lugar de Firma:

Unidad Encargada:

Persona Encargada:

Original:

Claves:

Cierre del proceso:



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

DELEGATION OF AUTHORITY

COOPERATION AGREEMENT BETWEEN THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES, THROUGH THE DEPARTMENT OF HUMAN DEVELOPMENT, AND UNIVERSITY OF ROCHESTER ON BEHALF OF THE WILLIAM E. SIMON GRADUATE SCHOOL OF BUSINESS ADMINISTRATION REGARDING, THE OAS HUMAN DEVELOPMENT PROGRAMS

I, José Miguel Insulza, Secretary General of the Organization of American States ("OAS"), hereby authorize Ms. Marie 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 15th day of November 2007.

Name and signature of the Secretary General

Place: Washington DC

Date: October 15, 2007

AGREEMENT

BETWEEN

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

AND

UNIVERSITY OF ROCHESTER ON BEHALF OF THE WILLIAM E. SIMON GRADUATE SCHOOL OF BUSINESS ADMINISTRATION

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, through its Department of Human Development (hereinafter referred to as "DHD"), represented by Maria Levens, Director of said Department, and the University of Rochester, on behalf of its William E. Simon Graduate School of Business Administration, (hereinafter sometimes referred to as the "University", Carol Simon Hall, Rochester, New York 14627 USA represented Mark Zupan, Dean, 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 not-for-profit educational institution founded in 1850 in accordance with the provisions of the laws of the State of New York, whose registered office is at Suite 270 Wallis Hall, Rochester, New York 14627, and whose office with responsibility for this Agreement is its Office of the Dean, William E. Simon Graduate School of Business Administration, University of Rochester, Carol Simon Hall, Rochester, New York 14627,

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 high-level academic institution that offers a variety of academic studies at the graduate level, including a graduate school of business administration; 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 business administration;

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 University.

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

- 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 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 of its William E. Simon School of Business Administration available 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 in the William E. Simon School of Business Administration.
- 2.3 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 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. Studies may be imparted on an attendance-based or distance education basis, or a combination thereof. 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.

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

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.

4.1.4 The Rowe Fund loan program is administered by a committee approved and supervised by the OAS Permanent Council. This program provides financial assistance for graduate studies, or for the final two years of undergraduate studies in accredited universities of the United States. Students, professionals, and teachers are eligible if they are nationals of Latin America or Caribbean countries and are currently pursuing or wish to pursue advanced studies or research in the United States. Loans are interest-free and constitute additional assistance in covering costs directly related to studies in the United States. Beneficiaries 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.

4.2 UNIVERSITY PROGRAMS

4.2.1 The University offers graduate degrees in business administration

4.2.2 The University offers graduate certifications in the following academic areas: Master of Business Administration and Ph.D. in Business Administration.

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. In accordance with GS/OAS Program regulations and the provisions of the contract signed by each scholarship recipient with the GS/OAS, each recipient registered to pursue attendance-based studies at the University shall receive air fare to travel between his/her sponsoring country³ and Rochester, New York, a monthly stipend to

³ The term "sponsoring country" for purposes of this Agreement means: the OAS Member State that formally presents an OAS Scholarship candidate to the OAS.

cover support costs, money for ancillary costs (e.g., student fees and bus passes), and money to cover the cost of books and materials, and health insurance.

- 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 guarantee scholarships of at least \$10,000/year for admitted candidates and consider candidates for full-tuition scholarships, depending on their academic and professional qualifications.
- 5.6. The University, shall have responsibility for immediately notifying the DHD in the event that any of the following situations occur with regard to the scholarship recipient: 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.
- 5.7. At the end of each academic cycle, the University shall inform the DHD of each OAS scholarship recipients' academic progress. The University shall also review the progress of each OAS scholarship recipient after one year in the program and promptly shall inform the DHD in writing regarding the scholarship recipient's eligibility to remain in the program.
- 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 Senior Specialist, Jeanelle van GlaanenWeygel. 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 International Activities, and the Coordinator is Rebekah Lewin, Director of Admissions. Notifications and communications shall be forwarded to the Coordinator at the following address, fax number, and e-mail address:

Office of Admissions
University of Rochester, Simon School, 305 Schlegel Hall
City, Country, Zip code: Rochester, NY 14627-0107
Tel. 1-585-275-3533
Fax 1-585-271-3907
E-mail: rebekah.lewin@simon.rochester.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 New York, the United States of America or international law.

ARTICLE VIII DISPUTE RESOLUTION

- 8 All disputes arising through the application or interpretation of this Agreement, its supplementary agreements, memoranda of understanding, or letters exchanged in accordance with the provisions of Article 4.3 hereof shall be resolved through direct negotiation among the Parties. Should a resolution satisfactory to both Parties not be reached, the Parties shall submit the matter to arbitration procedures in accordance with the Arbitration Rules in force of the United Nations Commission on International Trade Law (UNCITRAL). The law applicable to the arbitration and to this Agreement is the law of the District of Columbia, United States of America. The site of arbitration shall be Washington, D.C. Arbitration proceedings shall be conducted in Spanish (with the option to choose English only, or simultaneous English and Spanish). The three arbiters or, as the case may be, the sole arbiter, shall be able to decide as *amiable compositeur* or *ex aequo et bono*, in accordance with the provisions of this agreement. Arbitration decisions shall be final and binding and not subject to appeal.

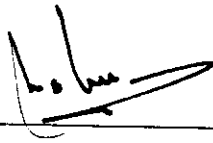
ARTICLE IX GENERAL PROVISIONS

- 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 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: October 16, 2007

Location: Washington D.C

**FOR UNIVERSITY of Rochester
for its William E. Simon
Graduate School of
Business Administration**



Mark Zupan
Dean
University of Rochester
Simon School of Business

Date: 10/18/07

Location: Rochester NY