

BILATERAL AGREEMENT

Classification: 100-2018

Entry Date: 12/10/2018

Name of Agreement: Memorandum of Understanding between The General Secretariat of the Organization OF American States (GS/OAS) through its Department of Human Development, Education and Employment (DHDEE) and The Florida International University Board of Trustees for the Execution of the Project Chile-OAS scholarships for the CARICOM countries.

Subject: The purpose of the agreement is that the University shall facilitate the placement of twenty (20) scholarship recipients who are citizens of CARICOM countries in the Course.

Parties involved: GS/OAS & The Florida International University Board of Trustees

Reference: Florida

Signature Date: June 28, 2018

Place of Signature: Miami, Florida

Unit in Charge: General secretariat of the Organization of American States Department of Human Development, Education and Employment.

Person in Charge: Kim Osborne

Additional notes:

MEMORANDUM OF UNDERSTANDING

BETWEEN

**THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN
STATES THROUGH ITS DEPARTMENT OF HUMAN DEVELOPMENT,
EDUCATION AND EMPLOYMENT**

AND

THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES

FOR

**THE EXECUTION OF THE PROJECT CHILE-OAS SCHOLARSHIPS FOR
CARICOM COUNTRIES**

The Parties to this Memorandum of Understanding ("MOU"), the General Secretariat of the Organization of American States ("GS/OAS"), a public international organization with headquarters in Washington, D.C., through its Department of Human Development, Education and Employment ("DHDEE"), represented by Kim Osborne, Executive Secretary of the Executive Secretariat for Integral Development, and The Florida International University Board of Trustees, on behalf of the Academy for International Disaster Preparedness ("University"), represented by Javier Marques/Vice President for Operations & Safety/Chief of Staff.

CONSIDERING,

That on November 10, 2017, the GS/OAS and the International Cooperation Agency of Chile ("AGCI") signed a Cooperation Agreement to execute a project titled "Chile-OAS Scholarships for CARICOM Countries" ("Project"), through which the AGCI has paid to the GS/OAS a contribution to fund scholarships benefiting citizens and permanent residents of CARICOM countries;

That the GS/OAS is responsible for managing the execution of the Project and has committed to identifying programs and establishing partnerships, on behalf of the AGCI, that will advance the education and training of scholars and professionals who are from CARICOM countries;

That the University offers a course titled "Disaster Field Operations" that is offered by its Academy for International Disaster Preparedness ("Course"), which has been determined to qualify for the Project;

That the Parties share an interest in furthering the education and training of talented professionals who are citizens of CARICOM countries and have decided to offer a

scholarship for the Course through the Project ("Scholarship"), which shall be administered under the GS/OAS Partnerships Program for Education and Training ("PAEC");

That the GS/OAS is the central and permanent organ of the Organization of American States ("OAS") and is authorized to carry out relations of cooperation in accordance with Article 112(h) and the Charter and OAS General Assembly Resolution AG/RES. 57 (I-O/71);

AGREE:

I. THE PROGRAM

1.1 The University shall facilitate the placement of twenty (20) scholarship recipients who are citizens of CARICOM countries (hereinafter "OAS-FIU Scholarship Recipients") in the Course.

1.2 The Course shall be onsite in Miami, Florida, United States and takes three days to complete. It will be held from July 13 – 15, 2018, and then again in the summer 2019 and 2020, on dates that are to be determined.

1.3 On successful completion of the Course, each OAS-FIU Scholarship Recipient shall receive a certificate from the University.

II. THE SCHOLARSHIP

2.1 OAS-FIU Scholarship recipients shall receive:

- a. The cost of one round-trip economy class airfare to and from Miami;
- b. One night at a hotel in Miami;
- c. Travel insurance; and
- d. Full tuition, which includes meals, uniforms, transportation costs and housing for the Course.

2.2 The benefits of the Scholarship described above are subject to the availability of funds by both Parties.

2.3 Neither the University nor GS/OAS shall provide funds for the following expenses, which shall be the sole and exclusive responsibility of the OAS-FIU Scholarship Recipients:

- a. Books and study materials;
- b. Health insurance (if applicable)
- c. Visa charges (if applicable); and
- d. Any additional living and study costs.

2.4 When announcing the availability of the Scholarships, the Parties shall clearly inform all potential applicants that the expenses listed in article 2.3 above are the sole and exclusive responsibility of OAS-FIU Scholarship Recipients. In addition, OAS-FIU Scholarship Recipients will be informed that the GS/OAS is not responsible for their safety and security at any time.

III. THE GS/OAS CONTRIBUTION

3.1 The total amount paid to the University by GS/OAS under this MOU will not exceed USD \$9,600 ("GS/OAS Contribution"), which the University shall use to help fund twenty (20) OAS-FIU Scholarship Recipients.

3.2 The University shall apply the GS/OAS Contribution towards the following expenses:

- a. Buses: \$300
- b. Meals: \$1,200
- c. Uniforms (Hats and Shirts): \$1,100
- d. Transportation and fuel: \$2,000
- e. Faculty/Staff: \$3,000
- f. Housing, Restrooms & Showers (tents, cots, HVAC, generator, fuel): \$2,000

3.3 Should less than twenty (20) OAS-FIU Scholarship Recipients register for the Course this summer, the University agrees to apply the remaining GS/OAS Contribution funds towards the expenses of future OAS-FIU Scholarship Recipients enrolled in the Course in 2019 and 2020. Thereafter, any remaining unused funds shall be returned to the GS/OAS.

3.4 To receive payment, the University shall submit the corresponding invoice to the Department of Human Development, Education and Employment to the address and email addresses indicated in article 5.1, and additionally send electronic copies to: Yurismay Flores at yflores@oas.org with copy to Nichole Duncan at nduncan@oas.org. Payment of the GS/OAS Contribution by the GS/OAS shall be made within thirty (30) days of receiving the invoice.

3.5 The GS/OAS shall also purchase for each participating OAS-FIU Scholarship Recipient one round-trip economy class air ticket to and from Miami; one night hotel stay in Miami, and travel insurance for the duration of the Course, starting and ending at the travel dates required to attend the Course.

IV. SCHOLARSHIP SELECTION AND FOLLOW-UP

4.1 DHDEE and the University shall together select the OAS-FIU Scholarship Recipients in accordance with the criteria, recruitment, and selection process to which they have agreed, and as outlined in the Scholarship announcement.

4.2 The University shall promptly inform DHDEE if any of the OAS-FIU Scholarship Recipients does not participate in or complete the Course, and shall also inform DHDEE when the OAS-FIU Scholarship Recipients have successfully completed the Course. The University shall share its evaluation reports with DHDEE.

4.3 OAS-FIU Scholarship Recipients must agree and adhere to the Scholarship Recipient's Obligations, as set forth in the Acceptance Form attached hereto as Annex I to this MOU.

V. COORDINATION AND NOTIFICATIONS

5.1 The GS/OAS area with responsibility for coordinating GS/OAS activities under this MOU is DHDEE, and the Coordinator is Kim Osborne, Executive Secretary for Integral Development and Acting Director of the DHDEE. Notifications and communications shall be sent to the Coordinator at the following address, telephone number, and e-mail address:

Kim Osborne
Executive Secretary for Integral Development
General Secretariat of the Organization of American States
Department of Human Development, Education and Employment
1889 F Street, N.W.
Washington, D.C. 20006
United States of America
Tel.: (1-202) 370-9771
Email: scholarships@oas.org or kosborne@oas.org

5.2 The Academy for International Disaster Preparedness is responsible for coordinating the University's activities and responsibilities under this MOU. The Coordinator is Ruben D. Almaguer, Assistant Vice President and Executive Director. Notifications and communications shall be sent to the Coordinator at the following address, telephone number, and email address:

Ruben D. Almaguer
Assistant Vice President and Executive Director
Academy for International Disaster Preparedness
Florida International University
11200 SW 8th Street, Miami, Florida 33199
305-348-4779
Ruben.Almaguer@fiu.edu

With a copy to:
Florida International University
Office of General Counsel
11200 SW 8th Street, PC 511
Miami, Florida 33199
305-348-2103
generalcounsel@fiu.edu

5.3 All communications and legal notices pertaining to this MOU will be validly made only when they are sent by mail or electronic mail addressed to the Coordinators whose names are set out in articles 5.1 and 5.2, above. When the communications and notifications are transmitted by electronic mail, they shall be valid when they are sent directly from the electronic address of the Coordinator of one of the Parties to the electronic address of the Coordinator of the other.

5.4 Either Party may change the responsible dependency, the designated Coordinator, the address, telephone or electronic mail indicated by notifying the other Party in writing.

VI. PRIVILEGES AND IMMUNITIES

6.1 Nothing in this MOU constitutes an express or implied waiver of the privileges and immunities of (i) the OAS, the GS/OAS, their personnel, and their assets, in accordance with the OAS Charter, the Headquarters Agreement between the Organization of American States and the Government of the United States of America, signed May 14, 1992, any other relevant agreements, applicable national law, or the general principles and practices of international law; or (ii) the University, as a Florida state university and part of the executive branch of the government of the State of Florida, pursuant to and in accordance with the laws of the State of Florida.

VII. DISPUTE RESOLUTION

7.1 Any dispute or complaint that may arise in conjunction with the application or interpretation of this MOU, shall be settled by direct negotiations between the Parties. If a solution satisfactory to both Parties cannot be reached, then the Parties shall submit their differences to arbitration pursuant to the Arbitration Rules of the United Nations Commission on International Trade Law ("UNCITRAL"). The place of arbitration shall be Washington, D.C., U.S.A. The language of the proceedings shall be English, unless the Parties agree otherwise. The three arbitrators or, as the case may be, the one arbitrator, shall decide the dispute as *amiable compositeur* or *ex aequo et bono*. The arbitrator's decision shall be final, binding, and not subject to appeal.

7.2 The law applicable to this MOU and the arbitration proceeding shall be the law of Washington, D.C., U.S.A., except that nothing herein shall be interpreted as (i) a waiver of the Parties' sovereign immunities pursuant to Section 6.1 of this MOU or the laws of the State

of Florida, or (ii) an agreement by the University to any obligation or undertaking contrary to the laws of the State of Florida.

VIII. GENERAL PROVISIONS

8.1 Neither Party shall be liable to the other for the debt or financial obligation of any OAS-FIU Scholarship Recipient.

8.2 This MOU shall enter into force as of the latest date of signature by the authorized representatives of the Parties, and shall remain in force until December 31, 2020, subject to article 8.5 below.

8.3 Modifications to this MOU may only be made by mutual agreement in writing, dated and signed by the duly authorized representatives of the Parties. The instruments in which the modifications are set out shall be attached as annexes to this MOU and shall form part of it.

8.4 This MOU may be amended based on the availability of funds of the Parties.

8.5 This MOU may be terminated by written agreement signed by the Parties, or may be terminated unilaterally by either Party without cause, upon no less than thirty (30) days' prior written notice to the other, at the contact information indicated in Article V. If this MOU is terminated unilaterally, it shall remain in force with respect to all OAS-FIU Scholarship Recipients who as of the date of notice have already been officially notified of their selection as an OAS-FIU Scholarship Recipient of the Course in any given academic year through 2020.

SIGNED by the duly authorized representatives of the Parties in duplicate originals at the place and on the date indicated below:

For the General Secretariat of the
Organization of American States



Kim Osborne
Executive Secretary for Integral
Development

Place: Washington DC

Date: 2018-06-15

For The Florida International University
Board of Trustees



Javier Marques
Vice President for
Operations & Safety/Chief of Staff

Place: Miami FLA

Date: 6/29/18

ANNEX I

2018 OAS-FIU SCHOLARSHIP ACCEPTANCE FORM

OAS PARTNERSHIPS PROGRAM FOR EDUCATION AND TRAINING DEPARTMENT OF HUMAN DEVELOPMENT, EDUCATION AND EMPLOYMENT

Scholarship Recipient	
Name (as it appears in passport)	
Country of citizenship	
Passport number	
Country of issue	
Address	
Telephone	
Email address	
Emergency contact	
Emergency contact's telephone	
COURSE / TRAINING	
Name of the Course / Training	Disaster Field Operations
Academic Institution	Florida International University
Dates	July 13 – 15, 2018
Country of Study / Modality	Florida, United States / Onsite

I, _____ (hereinafter "Scholarship Recipient"), hereby accept the Scholarship offered by the General Secretariat of the Organization of American States (hereinafter "GS/OAS") for the Program of Study of the Course detailed above, and agree to the terms and conditions set forth below:

1. BENEFITS:

1.1 The Scholarship covers the costs charged by Florida International University (hereinafter "University") to participate in the Course, which includes:

- a. Meals
- b. Uniforms (Hats and Shirts)
- c. Helicopter and Marine Vessel Fuel

- d. Faculty/Staff
- e. Housing, Restrooms & Showers (Tents, Cots, HVAC, Generator, Fuel)
- f. Local transportation
- g. The cost of one round-trip economy class airfare to and from Miami
- h. One night at a hotel in Miami
- i. Travel insurance
- j. Course tuition

1.2 The GS/OAS and the University reserve the right to change and/or cancel the above listed benefits at any time and without prior notice.

2. SCHOLARSHIP RECIPIENT'S OBLIGATIONS:

- 2.1 Scholarship Recipient is responsible for any other costs not included in Article 1.1. above, including, but not limited to:
 - a. Books and study materials
 - b. Visa charges (if applicable)
 - c. Health insurance (if applicable)
 - d. Additional living and study costs not mentioned here
- 2.2 Scholarship Recipient is responsible for obtaining from other sources the financial resources necessary to cover costs associated with his/her participation in the Course that are not covered by the Scholarship.
- 2.3 The GS/OAS and the University are not responsible for the health insurance cost of any Scholarship Recipient. Unless otherwise specified in Article 1.1, Scholarship Recipient should purchase an additional international health insurance plan that provides the coverage required by the University and/or the country where the onsite Course is held, if applicable.
- 2.4 Neither GS/OAS nor the University shall be responsible or liable, directly or indirectly, in any way for Scholarship Recipient's debt or financial obligations to the other Party or to any third parties.
- 2.5 Scholarship Recipient is required to complete the Course according to duration standards of the University.
- 2.6 This Scholarship is subject to the Scholarship Recipient complying with all of the obligations set forth in this Acceptance Form and the requirements of the Course, as set forth by the University.
- 2.7 Scholarship Recipient authorizes GS/OAS to access any reports and/or records created by the University.
- 2.8 Scholarship Recipient shall participate in any orientation session required by GS/OAS and/or the University.

- 2.9 Scholarship Recipient agrees to comply with University policies on student conduct and to refrain from participating in activities or improper behavior that might be inconsistent with the conduct expected of a scholarship recipient of the GS/OAS and the University. The University has discretion to determine whether a Scholarship Recipient's conduct fails to meet the standards expected.
- 2.10 Scholarship Recipient shall participate in the evaluation of the effectiveness of the Program of Study by completing a survey three (3) months after the end of the Course.
- 2.11 Scholarship Recipient certifies that:
- a) He/she is not an employee, consultant, intern, or a relative of an employee, consultant, or intern of the GS/OAS, nor does he/she have any other business or labor relationship with the GS/OAS, the OAS or the University.
 - b) He/she is not on trial in a criminal court of any Member State of the Organization of the American States (OAS), and has never been convicted of a felony or of any crime involving dishonesty, fraud or theft in any Member State of the OAS.
- 2.12 Upon signature of this Acceptance Form, Scholarship Recipient shall:
- a) Provide to GS/OAS and to the University all documentation requested.
 - b) Inform GS/OAS in writing via email at [scholarships@oas.org], upon arrival at the Course site.
 - c) Complete and return to scholarships@oas.org] within 10 days upon signature of this Acceptance Form the Medical History Form attached hereto as Attachment I.

3. DECLINATION OF THE SCHOLARSHIP AND SUSPENSION OF THE PROGRAM OF STUDY

- 3.1 Scholarship Recipient may not drop-out of the Course after receiving the Scholarship funds, unless for compelling and unforeseeable reasons, and shall give written notice and submit supporting proof of such reasons to the Department of Human Development, Education and Employment (hereinafter "DHDEE") of the GS/OAS immediately upon them being foreseen by, or becoming known to, the Scholarship Recipient. Whether a reason is sufficiently compelling shall be left to the discretion of the GS/OAS.
- 3.2 In the event that the GS/OAS concludes that the reasons stated by the Scholarship Recipient do not duly justify dropping out of the Course, Scholarship Recipient shall directly reimburse the funds received to the GS/OAS and the University. Failure to do so will result in a ban on the Scholarship Recipient from consideration for any future GS/OAS, OAS or University scholarships, and shall constitute grounds for GS/OAS to pursue legal action pursuant to article 6.1 below.

4. NOTICE

- 4.1 All communications and notifications under this Acceptance Form will be validly made when sent to the mail or electronic mail provided by the Scholarship Recipient in this Acceptance Form.
- 4.2 Scholarship Recipient is responsible for informing GS/OAS and the University of any change in the address, telephone, electronic mail, or emergency contact information indicated in this Acceptance Form.

5. RESPONSIBILITY:

- 5.1 The GS/OAS, OAS, the University, their officers, employees, and/or agents are not liable for any injury, death, or loss to person or property sustained by the Scholarship Recipient while participating in or arising out of any travel or activity conducted by or under the auspices of the Scholarship and/or Course. In addition, the GS/OAS, OAS, the University, their officers, employees, and/or agents are not responsible for the Scholarship Recipient's health, safety, or security at any time during his/her participation in the Scholarship and/or Course.

6. SCHOLARSHIP TERMINATION AND REPAYMENT

- 6.1 At any time, and without cause, GS/OAS and/or the University may terminate this Scholarship and claim repayment of any amount of the Scholarship that has already been paid, plus any additional costs incurred by the GS/OAS and/or the University in collecting the amount owed, including but not limited to attorney's fees and court costs.
- 6.2 Termination for cause shall require repayment by the Scholarship Recipient of any amount of the Scholarship that has already been paid, plus any additional costs incurred by the GS/OAS and/or the University in collecting the amount owed, including but not limited to attorney's fees and court costs. Cause shall include, but is not limited to:
 - a) Failure to comply with the laws of the country where the Course is held;
 - b) Failure to comply with the applicable rules and procedures of the Program of Study and the regulations of the University;
 - c) Failure to comply with immigration laws and to return to reside to his/her country of nationality within 5 days upon completion of the on-site studies;
 - d) Breach of any of these terms and conditions; or
 - e) Dropping-out of the Course after having received the funds without compelling reason and proof thereof.
- 6.3 If the Scholarship Recipient fails to comply promptly with any repayment obligations, he/she authorizes the GS/OAS and/or the University to report the amount of those unsatisfied obligations and related information to any credit reporting company or credit bureau, regardless of his/her location or country.

7. PRIVILEGES AND IMMUNITIES:

- 7.1 Nothing in this Acceptance Form shall constitute a waiver, express or implied, of the privileges and immunities of the OAS, the GS/OAS, the University, its assets, officers, employees, and/or agents in accordance with the Charter of the Organization of American States, relevant agreements, applicable national or state law or the general principles, and practices of international law.

8. DISPUTE RESOLUTION:

- 8.1 If a dispute arises between the Scholarship Recipient and the GS/OAS, it shall be settled by direct negotiations between them. If a solution satisfactory to the Scholarship Recipient and the GS/OAS cannot be reached, then the Scholarship Recipient and the GS/OAS shall submit their differences to arbitration pursuant to the Arbitration Rules of the United Nations Commission on International Trade Law ("UNCITRAL") currently in effect. The place of arbitration shall be Washington D.C., U.S.A. The language in the proceedings shall be English, unless the Scholarship Recipient and the GS/OAS agree otherwise. The three arbitrators or, as the case may be, the one arbitrator shall decide the dispute as *amiable compositeur* or *ex aequo et bono*. The arbitrator's decision shall be final, binding, and not subject to appeal. The law applicable to this Scholarship agreement and the arbitration proceedings shall be the law of the District of Columbia, USA.

9. SCHOLARSHIP AGREEMENT AND DEADLINE OF ACCEPTANCE:

- 9.1 This Acceptance Form constitutes the entire Scholarship agreement between the GS/OAS and the Scholarship Recipient, regarding the Scholarship, and no prior or later oral or written agreements shall be deemed valid, unless reduced to writing and signed by the Scholarship Recipient and the GS/OAS. Any understanding or agreement that is not included in this Acceptance Form shall be of no force or effect.
- 9.2 The Scholarship offer must be accepted, within 5 days of the date of its receipt at the latest, via the return of this Acceptance Form completed and signed, to the following address scholarships@oas.org.

Name of the Scholarship Recipient:

Signature of the Scholarship Recipient:

Date of Signature: