

BILATERAL AGREEMENT

Classification: 103-2018

Entry Date: 12/10/2018

Name of Agreement: Cooperation agreement between The General Secretariat of American States (GS/OAS) through the Department of Human Development, Education and Employment (DHDEE) and Michigan State University College of Law (MSU-COL).

Subject: The purpose of this Agreement is to establish the terms and conditions for cooperation between the Parties in their shared and coordinated effort to strengthen education and human development in the Americas.

Parties involved: GS/ OAS & Michigan State University College of Law.

Reference: Michigan State

Signature Date: April 20, 2017

Place of Signature:

Unit in Charge: Department of Human Development, Education and Employment.

Person in Charge: Kim Osborne

Additional notes:

COOPERATION AGREEMENT
BETWEEN
THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN
STATES, THROUGH THE DEPARTMENT OF HUMAN DEVELOPMENT,
EDUCATION AND EMPLOYMENT

AND
MICHIGAN STATE UNIVERSITY COLLEGE OF LAW

The Parties to this Cooperation Agreement ("Agreement"), the General Secretariat of the Organization of American States ("GS/OAS"), a public international organization, with headquarters at 1889 F Street, NW, Washington, DC, 20006, United States, through its Department of Human Development, Education and Employment ("DHDEE"), represented by Kim Osborne, Executive Secretary for Integral Development of the Organization of American States, and Michigan State University College of Law ("MSU-COL" or "College"), located at 648 North Shaw Lane, East Lansing, MI 48824, represented by Lawrence Ponoroff, Dean of the College of Law who is authorized to sign this Agreement on behalf of the College,

Considering

That education is key to strengthening democratic institutions, promoting the development of human potential, equality, and mutual understanding among peoples, that it has a positive impact on economic growth, education, and the eradication of poverty, and that, to achieve such goals, it is essential to make quality education widely accessible and available to all;

That the Heads of State and Governments of the Americas gathered at the Second Summit of the Americas and decided, through the Declaration of Santiago (April 18-19, 1998), to promote development in the region by expanding and strengthening educational opportunities;

That DHDEE is the department within the Executive Secretariat for Integral Development of the GS/OAS responsible 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;

That the Organization of American States ("OAS") has established the OAS Scholarship and Training Programs (hereinafter the "Scholarship Program") to provide educational opportunities in the Americas, through awarding scholarships each year for research, undergraduate, and graduate studies, both attendance-based and distance learning, and that the Scholarship 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, and

reduce tuition costs;

That MSU-COL has great interest in providing access to quality education to citizens of OAS Member States, and that the College wishes to collaborate with the GS/OAS in its Scholarship and Training Programs;

That MSU-COL is an internationally recognized academic institution that offers a variety of academic programs at the graduate level, and has great interest in serving an international student body through inclusion of foreign students of different nationalities; and that the College wishes to join the OAS Consortium of Universities; and

That 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) of the OAS Charter and General Assembly Resolution AG/RES. 57 (I-O/71),

Have Agreed to enter this Agreement, as set forth below:

ARTICLE I. PURPOSE

- 1.1 The purpose of this Agreement is to establish the terms and conditions for cooperation between the Parties in their shared and coordinated effort to strengthen education and human development in the Americas.

ARTICLE II. SPECIAL COOPERATION RELATIONS

- 2.1 The Parties shall develop special cooperative relations in areas of common interest through the conclusion of supplementary agreements, memoranda of understanding, or exchange of letters to implement joint activities under the Scholarship Program, in accordance with Article 3.1 of this Agreement.
- 2.2 Any supplementary agreements, memoranda of understanding, or exchange of letters entered into pursuant to Article 3.1 below shall be governed by the terms of this Agreement, unless the Parties expressly provide otherwise in those instruments.

ARTICLE III. IDENTIFICATION AND IMPLEMENTATION OF PROGRAMS, PROJECTS, AND/OR JOINT ACTIVITIES

- 3.1 The Parties shall conclude a supplementary agreement, memorandum of understanding, or exchange of letters containing the applicable conditions for each joint program, project, and/or activity. Each such supplementary agreement, memorandum of understanding, or exchange of letters shall be signed by the duly authorized representatives of the Parties and shall specify in detail, the following:
 - a. The agreed-upon program, project and/or activity;
 - b. The objectives sought;

- c. The dependencies of each of the Parties that will execute the program, project and/or activity;
 - d. The work plan: stages, planning and chronology of development;
 - e. The budget and human and material resources required by the program, project, and/or activity, specifying the financial responsibilities and contributions of each Party, the schedule of such contributions and, as required, the ownership of any property or material resources that are acquired;
 - f. A provision relating to the coordination, notification, and follow-up of the program, project, and/or activity; and
 - g. A provision acknowledging this Agreement as the programmatic and juridical framework for the program, project, or activity.
- 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, memorandum of understanding, or exchange of letters signed by their duly authorized representatives.

ARTICLE IV. FINANCIAL PROVISIONS

- 4.1 Without prejudice to what the Parties may provide in the supplementary agreements, memoranda of understanding, or exchange of letters entered into pursuant to this Agreement for the joint implementation of programs, projects, and/or activities, this Agreement in and of itself does not create obligations of a financial nature for either of the Parties.

ARTICLE V. COORDINATION AND NOTICE

- 5.1 Within the GS/OAS, the dependency responsible for coordinating GS/OAS activities under this Agreement is the DHDEE, and the Coordinators are Kim Osborne, Executive Secretary for Integral Development, and Patricia Quiroz, Specialist. Notifications and communications shall be forwarded to the Coordinators at the following address, fax number, and e-mail address:

General Secretariat of the Organization of American States
Department of Human Development, Education and Employment
1889 F Street, N.W.
Office 786
Washington, D.C. 20006
United States of America
Tel.: (1-202) 370-9014
Fax: (1-202) 458-5452
E-mail: kosborne@oas.org; and pquiroz@oas.org

- 5.2 Within the College, the area with responsibility for coordinating cooperation activities under this Agreement is the Office of Graduate and International Programs, and the Coordinator is Ms. Carrie Feeheley, Director of that office. Notifications and

communications shall be forwarded to the Coordinators at the following address, fax number, and e-mail address:

MSU-College of Law
Address: 648 North Shaw Lane, Room 364
Phone: 517/432-6963
Fax: 517/432-6884
Email: fechelec@law.msu.edu

- 5.3 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.
- 5.4 Either 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 VI. DISPUTE RESOLUTION

- 6.1 Any dispute or complaint that may arise in conjunction with the application or interpretation of this Agreement, or any supplementary agreement, memoranda of understanding, or exchange of letters pursuant to Article 3.1, above, 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.
- 6.2 The law applicable to the arbitration proceedings and to this Agreement shall be the law of the District of Columbia, U.S.A.

ARTICLE VII. PRIVILEGES AND IMMUNITIES

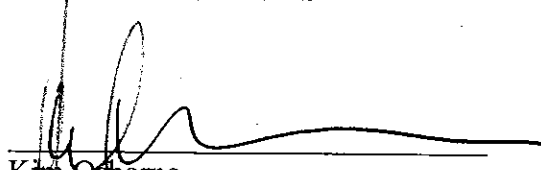
- 7.1 Nothing in this Agreement constitutes an express or implied waiver of the privileges and immunities of the OAS, the GS/OAS, their personnel, and their assets, in accordance with the OAS Charter, relevant agreements, applicable national law, or the general principles and practices of international law.

ARTICLE VIII. GENERAL PROVISIONS

- 8.1 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, the GS/OAS, to the extent applicable, and without prejudice to its privileges and immunities, as stated in Article 7.1 above, and MSU-COL shall comply with the provisions of the Inter-American Convention against Corruption and the applicable provisions of the country in which the programs, projects, and/or activities are implemented. Failure to comply with the instant provision shall constitute sufficient grounds for termination of this Agreement, in accordance with the provisions of Article 8.4 below.
- 8.2 This Agreement may only be amended by 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.
- 8.3 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 8.4.
- 8.4 This Agreement may be terminated by mutual consent or by either of the Parties by written notice from one to the other with not less than thirty (30) days' notice. Notwithstanding the termination of this Agreement, any supplementary agreements, memoranda of understanding, or exchange of letters concluded pursuant to Article 3 that the Parties have signed and that have been duly financed shall be continued to completion unless the Parties mutually decide otherwise.
- 8.5 Articles VI and VII shall survive the expiry or termination of this Agreement.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have executed this Agreement on the date set forth below.

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


Kim Osborne
Executive Secretary for Integral
Development

**FOR THE MICHIGAN STATE
UNIVERSITY COLLEGE OF LAW**


Lawrence Ponoroff
Dean

Date: 2017-05-10

Date: 5/20/2017