

**ACUERDOS BILATERALES/BILATERAL AGREEMENT/ACORDOS
BILATERAIS/ACCORDS BILATERAUX**

Clasificación:
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Classificação:

Fecha de Ingreso:
Entry Date: Novembre 8, 2019
Date D'entrée:
Data de Admissão:

Nombre del Acuerdo:
Name of the Agreement: Memorandum of understanding for the execution of
the project Chile-OAS scholarships for CARICOM
countries

Nom de L'accord:
Nome do Acordo:

Materia:
Subject: To set forth the general terms and conditions of the
cooperation between the Parties in the execution of
the Program Disaster Risk Management and the
Clinical Laboratory: Impacts of climate variability in
Jamaica

Sujet:
Materia:

Partes:
Parties Involved: GS/the University of Technology, Jamaica
Parties:
Partes:

Referencia:
Reference: The University of Technology, Jamaica
Référence:
Referência:

Fecha de Firma:
Signature Date: June 12, 2019
Date de la Signature:
Data de Assinatura:

Fecha de Inicio:
Start Date:
Date du Commencement:

Data de Início:

Fecha de Terminación:

End Date:

Date de Résiliation :

Data de Rescisão:

Lugar de Firma:

Place of Signature:

Washington, DC/ Kingston, Jamaica

Lieu de la Signature:

Lugar de Assinatura:

Unidad Encargada:

Unit in Charge:

Unité Responsable:

Unidade Encarregada:

Persona Encargada:

Person in Charge:

Personne Responsable:

Pessoa Encarregada:

Cierre del Proceso:

Closure of Proceedings:

Clôture des Procédures:

Fechamento do Processo:

Notas Adicionales/ Additional Notes/ Notes Supplémentaires/ Notas Adicionais:

MEMORANDUM OF UNDERSTANDING

BETWEEN

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

AND

THE UNIVERSITY OF TECHNOLOGY, JAMAICA

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 University of Technology, Jamaica ("University" or "UTech Jamaica"), a university incorporated and constituted under the University of Technology, Jamaica Act 1999 with offices at 237 Old Hope Road, Kingston 6, in the parish of St. Andrew, represented by Professor Stephen Vasciannie, President, who is authorized to sign this MOU on behalf of the University,

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 UTech Jamaica offers courses that 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 through the Project ("Scholarship(s)" or "OAS-UTech Jamaica

Scholarship(s)”), which shall be administered under the GS/OAS Partnerships Program for Education and Training (“PAEC”); And

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

AGREE:

I. THE PROGRAM

1.1 UTech Jamaica shall offer its Disaster Risk Management and the Clinical Laboratory: Impacts of climate variability in Jamaica (“Course”), and shall facilitate the placement of thirty (30) scholarship recipients, who are citizens of Jamaica (hereinafter “Scholarship Recipients”).

1.2 The Course shall take five (5) days to complete and will be held onsite in Jamaica from July 22 - 26, 2019.

1.3 On successful completion of the Course and Scholarship requirements, each Scholarship Recipient shall receive a certificate from the University.

II. THE SCHOLARSHIP

2.1 The UTech Jamaica shall receive USD 10,000 to cover the following expenses to offer the Course:

- a) Course fees of USD 4,500;
- b) Facilitators’ fee of USD 4,000; and
- c) Participant’s local transportation fee of USD 1,500.

2.2 UTech Jamaica shall cover the cost of the following expenses to offer the Course:

- a) Participant’s local transportation fee of USD 1,500;
- b) Study Materials of USD 2,000;
- c) Refreshment of USD 1,500; and
- d) Administrative fee of USD 500.

2.3 The UTech Jamaica shall be responsible for the disbursement in favor of the Scholarship Recipients of the funds corresponding to c) of Article 2.1 above.

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

2.5 Under the coverage of this MOU, neither UTech Jamaica nor GS/OAS shall provide funds for the following expenses, which shall be the sole and exclusive responsibility of the Scholarship Recipients:

- a. Remaining cost of meals, local transportation, and materials and other incidental not met by Articles 2.1 and 2.2 above.
- b. Any additional costs that are not included in the OAS-UTech Jamaica Scholarship.

2.6 When announcing the availability of the Scholarships, the Parties shall clearly inform all potential applicants that the expenses listed in article 2.5 above are the sole and exclusive responsibility of OAS-UTech Jamaica Scholarship Recipients. In addition, OAS- UTech Jamaica 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 UTech Jamaica by GS/OAS under this MOU will not exceed USD 10,000 (“GS/OAS Contribution”), which the UTech Jamaica shall use to fund thirty (30) Scholarship Recipients in the terms indicated in Article 2.1.

3.2 To receive payment, UTech Jamaica shall submit the corresponding invoice to the Department of Human Development, Education and Employment, addressed to the Coordinator identified in article 5.1, and send electronically to Yurismay Flores at yflores@oas.org with copy to Nichole Duncan at nduncan@oas.org by July 5, 2019. Payment of the GS/OAS Contribution by the GS/OAS shall be made within thirty (30) days of receiving the invoice.

3.3 UTech Jamaica shall submit proof of disbursement of scholarship benefits to the Scholarship Recipients to the GS/OAS by providing receipts, signed and dated by the Scholarship Recipients, to Yurismay Flores at yflores@oas.org with copy to Nichole Duncan at nduncan@oas.org within thirty (30) days after the Course’s end date.

3.4 UTech Jamaica shall reimburse GS/OAS the full amount of any portion of the GS/OAS Contribution relating to any Scholarship Recipient who does not register for the Course subsequent to the receipt of the GS/OAS Contribution by the UTech Jamaica. Reimbursement of the GS/OAS Contribution by the UTech Jamaica shall be made within sixty (60) days after the Course’s end date, and within the same term the UTech Jamaica shall submit a transfer receipt of the reimbursement to the Department of Human Development, Education and Employment, addressed to the Coordinator identified in article 5.1, and send electronically to Yurismay Flores at yflores@oas.org with copy to Nichole Duncan at nduncan@oas.org.

3.5 UTech Jamaica shall reimburse GS/OAS the full amount of any portion of the GS/OAS Contribution relating to any Scholarship Recipient who drops-out of the Course after receiving the Scholarship funds, unless for compelling and unforeseeable reasons,

which assessment shall be left to the discretion of the GS/OAS. Reimbursement of the GS/OAS Contribution by the UTech Jamaica shall be made within sixty (60) days after the Course's end date, and within the same term the UTech Jamaica shall submit a transfer receipt of the reimbursement to the Department of Human Development, Education and Employment, addressed to the Coordinator identified in article 5.1, and send electronically to Yurismay Flores at yflores@oas.org with copy to Nichole Duncan at nduncan@oas.org.

IV. SCHOLARSHIP SELECTION AND FOLLOW-UP

4.1 DHDEE and UTech Jamaica shall together select the 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 number of Scholarships offered per Course may be increased or decreased, when both Parties agree, based on the number of qualified applications received per Course. The Parties shall decide whether to redistribute the number of Scholarships per Course during the selection process of all Scholarship Recipients.

4.3 UTech Jamaica shall promptly inform DHDEE if any of the Scholarship Recipients does not participate in or complete the Course, and shall also inform DHDEE when the Scholarship Recipients have successfully completed the Course. UTech Jamaica shall share its evaluation reports with DHDEE.

4.4 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 the Executive Office of the Executive Secretariat for Integral Development, and the Coordinator is Kim Osborne, Executive Secretary for Integral Development. 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 Medical Technology Department is responsible for coordinating UTech Jamaica's activities and responsibilities under this MOU. The Coordinators are Miss Gillian Mignott and Professor Stephen Vasciannie. Notifications and communications shall be sent to the Coordinators at the following addresses, telephone numbers, and email addresses:

Miss Gillian Mignott
Program Director
Medical Technology Division
University of Technology, Jamaica
237 Old Hope Road
Tel.: 876-927-1680-9 Ext. 3451
Email: gmignott@utech.edu.jm

Professor Stephen Vasciannie, CD
President
Office of the President
University of Technology, Jamaica
237 Old Hope Road
Tel.: 876-927-1680-9 or 876-970-5065
Email: svasciannie@utech.edu.jm

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 the OAS, the GS/OAS, their personnel, and their assets, in accordance with the OAS Charter; the Agreement between the GS/OAS and the Government of Jamaica on the Functioning in Kingston of the Office of the GS/OAS in Jamaica dated March 12, 1971; or other relevant agreements, applicable national law, or the general principles and practices of international law.

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. 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 to the arbitration proceeding shall be the law of the District of Columbia, U.S.A.

VIII. GENERAL PROVISIONS

8.1 Neither Party shall be liable to the other for the debt or financial obligation of any 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 November 30, 2019, 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.

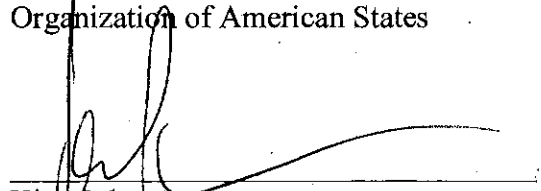
8.4 This MOU may be amended based on the availability of funds of the Parties.

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 Scholarship Recipients who as of the date of notice have already been officially notified of their selection as a Scholarship Recipient of the Course in any given academic year through 2020.

8.6 Articles VI and VII shall survive the expiry or termination of this MOU.

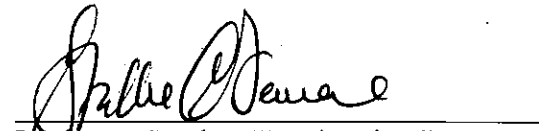
SIGNED by the duly authorized representatives of the Parties in duplicate originals at the place and on the date indicated below:

For the General Secretariat of the
Organization of American States



Kim Osborne
Executive Secretary for Integral
Development

For the University of Technology,
Jamaica



Professor Stephen Vasciannie, CD
President

Place: Washington DC

Date: 2019-06-05

Place: Kingston

Date: June 12, 2019

ANNEX I

2019 OAS- UTECH JAMAICA 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	
Academic Institution	The University of Technology, Jamaica
Dates	July 22 - 26, 2019
Country of Study / Modality	Jamaica, 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 Course detailed above, and agrees to the terms and conditions set forth below:

1. BENEFITS:

1.1 The Scholarship benefits include:

- a. Course fee;
- b. local transportation;
- c. Study materials; and
- d. Refreshments.

- 1.2 The GS/OAS and UTech Jamaica 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) Remaining cost of meals, local transportation, and materials and other incidental not met by Article 1.1 above;
 - b) Any additional costs that are not included in the OAS- UTech Jamaica Scholarship.
- 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 UTech Jamaica are not responsible for the health insurance cost of any Scholarship Recipient. Scholarship Recipient should purchase an additional international health insurance plan that provides the coverage that is required by UTech Jamaica, if necessary.
- 2.4 Neither GS/OAS nor UTech Jamaica 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. To the extent the Scholarship Recipient fails to fulfill her/his financial obligation with GS/OAS or UTech Jamaica Articles 6.1, 6.3 and 8.1 may apply.
- 2.5 Scholarship Recipient is required to complete the Course according to the time frames established by UTech Jamaica.
- 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 Scholarship and the Course, as set forth by UTech Jamaica.
- 2.7 The Scholarship Recipient authorizes GS/OAS to access any reports and/or records created by UTech Jamaica.
- 2.8 The Scholarship Recipient shall participate in any orientation session required by GS/OAS and/or UTech Jamaica.
- 2.9 The Scholarship Recipient agrees to comply with UTech Jamaica 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 UTech Jamaica. UTech Jamaica has discretion to determine whether a Scholarship Recipient's conduct fails to meet the standards expected.

2.10 The Scholarship Recipient shall participate in the evaluation of the effectiveness of the Program of Study by completing and submitting a survey within three (3) months after the end of the Course.

2.11 The 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 Organization of the American States (OAS), or UTech Jamaica.
- b) He/she is not on trial in a criminal court of any Member State of the 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, the Scholarship Recipient shall:

- a) Provide to GS/OAS and UTech Jamaica all documentation that is requested by them.
- b) Complete and return to scholarships@oas.org the Medical Certificate.
- c) Inform GS/OAS in writing via email at scholarships@oas.org, upon beginning the Course.

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

3.1 The 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 immediately after learning or receiving notice of them to the Department of Human Development, Education and Employment (hereinafter "DHDEE") of the GS/OAS. 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 UTech Jamaica. Failure to do so will result in a ban on the Scholarship Recipient from consideration for any future GS/OAS, OAS or UTech Jamaica scholarships, and shall constitute grounds for GS/OAS to pursue legal action pursuant to article 6.1, 6.3 and 8.1 below.

4. NOTICE

4.1 All communications and notifications of the Scholarship 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 UTech Jamaica 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 UTech Jamaica 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 UTech Jamaica, 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 UTech Jamaica 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 UTech Jamaica 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 UTech Jamaica 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 UTech Jamaica;
- c) Breach of any of these terms and conditions; or
- d) Dropping-out of the Course after having received the funds without compelling reason and proof thereof.

- 6.3 In the event that the Scholarship Recipient owes payment or repayment to the GS/OAS and/or UTech Jamaica and fails to comply promptly with any payment or repayment obligations, he/she authorizes the GS/OAS and/or the UTech Jamaica 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, its assets, officers, employees, and/or agents in accordance with the Charter of the OAS, 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 Acceptance Form 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 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 by the Scholarship Recipient within 5 days of its receipt via electronic mail at the latest, by returning this Acceptance Form and the Medical Certificate, completed and signed, to the following electronic address scholarships@oas.org.

Name of the Scholarship Recipient:

Signature of the Scholarship Recipient:

Date of Signature: