

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

Clasificación:
Classification: 111-2019
Classifacation:
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 following courses: i) Post-Disaster Business
Continuity Management Training; ii) Water Quality
Monitoring and Urban Flood Management; and; iii)
Water Quality Management and Plumbing
Essentials for Disaster Recovery.

Sujet:
Materia:

Partes:
Parties Involved: GS/The University of the West Indies Through its
Open Campus

Parties:
Partes:

Referencia:
Reference: The University of the West Indies Through its Open
Campus

Référence:
Referência:

Fecha de Firma:
Signature Date: July 11, 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/ The UWI Open Campus
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 THE WEST INDIES THROUGH ITS OPEN CAMPUS

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 The West Indies, through its Open Campus ("The UWI Open Campus" or "The University"), a regional institution duly constituted by Royal Charter, with offices in Kingston, Jamaica, represented by Professor Sir Hilary Beckles, through Dr. Luz Longworth, who is authorized to sign this MOU on behalf of the above mentioned representative,

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 courses that qualify for the Project and that it operates from the following campuses: the Mona Campus situated at Mona in Kingston, Jamaica; the Cave Hill Campus situated at Cave Hill in Barbados; the St. Augustine campus situated in St. Augustine in Trinidad and Tobago and an Open Campus which serves seventeen (17) countries within the English Speaking Caribbean inclusive of the three countries noted above;

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-UWI Open Campus 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 The University shall offer the following Courses ("Courses"):

- a) Post-Disaster Business Continuity Management Training, and shall facilitate the placement of thirty (30) scholarship recipients (hereinafter "Scholarship Recipients"), who are citizens of Barbados;
- b) Water Quality Monitoring and Urban Flood Management and shall facilitate the placement of thirty (30) scholarship recipients, who are citizens of Belize; and
- c) Water Quality Management and Plumbing Essentials for Disaster Recovery, and shall facilitate the placement of fifty (50) scholarship recipients, who are citizens of Trinidad and Tobago.

1.2 The Courses shall take:

- a) 4 days to complete and will be held onsite in Barbados from July 1 – 4, 2019 in the case of the Course identified in Article 1.1.a).
- b) 4 days to complete and will be held onsite in Belize from July 15 to 18, 2019 in the case of the Course identified in Article 1.1.b).
- c) 4 weeks to complete and will be held onsite in East and Central, Trinidad and Tobago from July 1 – 26, 2019 in the case of the Course identified in Article 1.1.c).

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

II. THE SCHOLARSHIP

2.1 The UWI Open Campus shall receive USD 26,500 to cover the following expenses to offer the Courses in the following countries, based on what was indicated in Article I:

- a) Barbados:
 - i. Course fee of USD 4,500;
 - ii. Facilitator's fee of USD 2,500; and
 - iii. Study Materials of USD 1,500.
- b) Belize:
 - i. Course fee, including registration, meals, venue, administrative and technical support, of USD 4,500; and
 - ii. Facilitator's fee of USD 5,500.
- c) Trinidad and Tobago
 - i. Facilitator's fee of USD 4,000; and
 - ii. Study Materials and content of USD 4,000.

2.2 The UWI Open Campus shall cover the cost of the following expenses to offer the Courses in the following countries:

- a) Barbados
 - i. Design of certificates of USD 300;
 - ii. Advertising of USD 1,200; and
 - iii. Others, such as registration cost, venue and training equipment of USD 1,370
- b) Belize
 - i. Course fee, including registration, meals, venue, administrative and technical support, of USD 3,000;
 - ii. Facilitator's fee and subsistence of USD 2,100; and
 - iii. Study Materials of USD 1,500.
- c) Trinidad and Tobago:
 - i. Program administration of USD 3,000;
 - ii. Facilitator's fee of USD 200;
 - iii. Study Materials and certificates of USD 2,100;
 - iv. Venue and equipment of USD 1,000; and
 - v. Advertising and marketing of USD 2,700.

2.3 The UWI Open Campus shall be responsible for the disbursement in favor of the Scholarship Recipients of the funds corresponding to a (iii), b (i) and c (ii) 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 the UWI Open Campus nor GS/OAS shall provide funds for the following expenses, which shall be the sole and exclusive responsibility of the Scholarship Recipients:

- a) Remaining local transportation, meals, and other incidental not met by Articles 2.1 and 2.2 above as indicated per country;
- b) Any additional costs that are not included in the OAS-UWI Open Campus 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-UWI Open Campus Scholarship Recipients. In addition, OAS-UWI Open Campus 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 UWI Open Campus by GS/OAS under this MOU will not exceed USD 26,500 ("GS/OAS Contribution"), which the UWI Open Campus shall use to provide the Courses to one hundred and ten (110) Scholarship Recipients as distributed in Article 1.1 above in the terms indicated in Article 2.1.

3.2 To receive payment, The UWI Open Campus 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 June 28, 2019. Payment of the GS/OAS Contribution by the GS/OAS shall be made within thirty (30) days of receiving the invoice.

3.3 The UWI Open Campus 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 Courses' end date.

3.4 The UWI Open Campus 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 Courses subsequent to the receipt of the GS/OAS Contribution by the University. Reimbursement of the GS/OAS Contribution by the UWI Open Campus shall be made within sixty (60) days after the Courses' end date, and within the same term the UWI Open Campus 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 The UWI Open Campus 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 University shall be made within sixty (60) days after the Courses' end date, and within the same term the University 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 UWI Open Campus 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 UWI Open Campus shall promptly inform DHDEE if any of the Scholarship Recipients do not participate in or complete the Courses, and shall also inform DHDEE when the Scholarship Recipients have successfully completed the Courses. UWI Open Campus 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
Telephone: (202) 370-9771
Email: scholarships@oas.org or kosborne@oas.org

5.2 The Office of the Principal is responsible for coordinating UWI Open Campus activities and responsibilities under this MOU. The Coordinator is Dr. Luz Longsworth. Notifications and communications shall be sent to the Coordinator through the Principal's Office at the following address, telephone number, and email address:

Dr. Luz Longsworth
Pro Vice-Chancellor & Principal
Office of the Pro Vice-Chancellor & Principal
The University of the West Indies Open Campus
Open Learning Centre
Barbados
Telephone: (246) 417-4022
Facsimile: (246) 424-0722
Email: luz.longsworth@open.uwi.edu

5.3 All communications and legal notices pertaining to this MOU will be validly made only when they are sent by post 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, any 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.

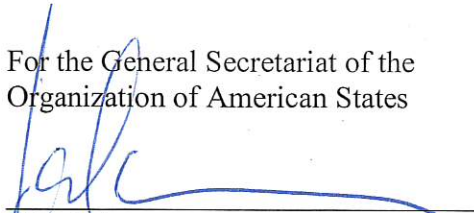
8.4 This MOU may be amended based on the availability of funds of the Parties.

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:

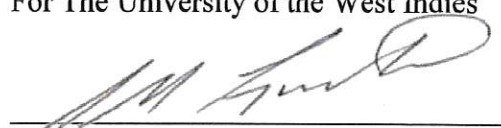
For the General Secretariat of the
Organization of American States


Kim Osborne
Executive Secretary for Integral
Development

Place: Washington DC

Date: 2019-07-11

For The University of the West Indies


Luz Longworth
Pro Vice-Chancellor and Principal
Open Campus

Place: The UWI Open Campus

Date: June 26, 2019

ANNEX I

2019 OAS- UWI OPEN CAMPUS SCHOLARSHIP ACCEPTANCE FORM

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

| Scholarship Recipient | |
|---|-----------------|
| Name (<i>as it appears in passport</i>) | |
| 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 | UWI Open Campus |
| Dates | |
| Country of Study / Modality | |

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. The Scholarship benefits include:

[will add benefits based on country later]

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

2. SCHOLARSHIP RECIPIENT'S OBLIGATIONS:

1. Scholarship Recipient is responsible for any other costs not included in Article 1.1. above, including, but not limited to:

[will add benefits based on country later]

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.
3. The GS/OAS and The UWI Open Campus 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 UWI Open Campus, if necessary.
4. Neither GS/OAS nor The UWI Open Campus 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 The UWI Open Campus, Articles 6.1, 6.3 and 8.1 may apply.
5. Scholarship Recipient is required to complete the Course according to the time frames established by The UWI Open Campus.
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 The UWI Open Campus.
7. The Scholarship Recipient authorizes GS/OAS to access any reports and/or records created by The UWI Open Campus.
8. The Scholarship Recipient shall participate in any orientation session required by GS/OAS and/or The UWI Open Campus.

9. The Scholarship Recipient agrees to comply with The UWI Open Campus 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 UWI Open Campus. The UWI Open Campus has discretion to determine whether a Scholarship Recipient's conduct fails to meet the standards expected.
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.
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 American States (OAS) or The University.
 - b) He/she is not on trial in a criminal court of any Member State of 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.
12. Upon signature of this Acceptance Form, the Scholarship Recipient shall:
 - a) Provide to GS/OAS and The UWI Open Campus 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

- 1.1. 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.
- 1.2. 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 UWI Open Campus action pursuant to article 6.1, 6.3 and 8.1 below.

4. NOTICE

1.1 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.

1.2 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 UWI Open Campus, 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

1.1 At any time, and without cause, GS/OAS and/or The UWI Open Campus 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.

1.2 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 UWI Open Campus 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) 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.

1.3 In the event that the Scholarship Recipient owes payment or repayment to the GS/OAS and/or The UWI Open Campus, and fails to comply promptly with any payment or 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, 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:

1.1 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.

1.2 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: