

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

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Classificação:

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Entry Date: November 26, 2019  
Date D'entrée:  
Data de Admissão:

Nombre del Acuerdo:  
Name of the Agreement: Supplementary Agreement of the Cooperation  
Agreement to Strengthen Education and Human  
Development in the Americas

Nom de L'accord:  
Nome do Acordo:

Materia:  
Subject: To establish the terms and conditions for the co-  
sponsorship of up to ten (10) scholarship(s) per  
academy year, under the Academic Scholarship  
Program to take place at the University.

Sujet:  
Materia:

Partes:  
Parties Involved: GS/ Florida National University  
Parties:  
Partes:

Referencia:  
Reference: Florida National University  
Référence:  
Referência:

Fecha de Firma:  
Signature Date: October 22, 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:

Lieu de la Signature:

Lugar de Assinatura:

Unidad Encargada:

Unit in Charge:

The Department of Human Development, Education  
and Employment

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:

**SUPPLEMENTARY AGREEMENT**  
**BETWEEN**  
**THE GENERAL SECRETARIAT OF THE**  
**ORGANIZATION OF AMERICAN STATES**  
**THROUGH**  
**THE DEPARTMENT OF HUMAN DEVELOPMENT, EDUCATION AND**  
**EMPLOYMENT**  
**AND**  
**FLORIDA NATIONAL UNIVERSITY**

The Parties to this Supplementary Agreement (the "Supplementary Agreement"), the General Secretariat of the Organization of American States (hereinafter "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, Education and Employment (hereinafter "DHDEE"), represented by Kim Osborne, Executive Secretary for Integral Development, and Florida National University (hereinafter "University"), located at 4425 West Jose Regueiro (20th) Avenue, Hialeah, Florida 33012, United States, represented by Dr. Maria C. Regueiro, President and Chief Executive Officer, who is authorized to sign this Agreement on behalf of the University.

Considering

That the OAS has established the OAS Academic Scholarship Program (hereinafter the "Scholarship Program") grants scholarships every year for the pursuit of Master's Degrees, Doctoral Degrees and Graduate Research leading to a university degree;

That the OAS Special Caribbean Scholarship Program (SPECAP), grants scholarship for the last two years of undergraduate studies to citizens and residents of the English-speaking Caribbean OAS Member States, and Suriname;

That the Rowe Fund is a financial aid program of the GS/OAS that helps citizens from Latin America and Caribbean OAS Member States finance their studies or research for up to two years in accredited universities across the United States by awarding interest-free loans of up to \$15,000 dollars;

That on 10/22/2019 the Parties signed a Cooperation Agreement (hereinafter "Cooperation Agreement") to strengthen education and human development in the Americas;

That pursuant to Article 3.1 of the Cooperation Agreement, the Parties agreed to implement joint activities under the Organization of American States (hereinafter "OAS") Scholarship and Training Programs, and that this Supplementary Agreement is signed pursuant to Article III of that Cooperation Agreement;

That the terms, spirit, programmatic, and juridical framework of the Cooperation Agreement apply to this Supplementary Agreement, unless otherwise is specified herein and the terms and conditions set forth in the Cooperation Agreement are made part of this Supplementary Agreement by reference;

That the Parties share an interest in selecting and supporting outstanding individuals in the Americas to study at the University, through the Academic Scholarship Program; and

That GS/OAS is the central and permanent organ of the 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 Supplementary Agreement, as set forth below:

## ARTICLE I OBJECTIVE AND SCOPE

- 1.1. The purpose of this Supplementary Agreement is to establish the terms and conditions for the co-sponsorship of up to ten (10) scholarship(s) per academic year, under the Academic Scholarship Program, to take place at the University, as described in Article 2.1 of this Supplementary Agreement (hereinafter "OAS-FNU Scholarship").

or Special Caribbean Scholarship Program, as applicable

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OAS

FNU

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## ARTICLE II THE PROGRAMS

- 2.1. The University shall offer in-person or distance education bachelor's degree (undergraduate) or master's degree (graduate) programs as described below ("Program") for those students selected for the OAS-FNU Scholarship ("Scholarship Recipient"). The Programs shall be of the lengths described below starting on various dates as published in the University's academic calendar.

Program Name	In-Person/ Distance	Credit Hours	Expected Time to Completion*
Master of Business Administration	Both	36	12 months
Master of Health Services Administration	Distance	36	12 months
Bachelor of Science in Accounting	Both	120	40 months
Bachelor of Science in Business Administration	Both	120	40 months
Bachelor of Science in Finance	Both	120	40 months
Bachelor of Science in Health Services Administration	Distance	121	40 months

(assumes summer attendance)

Initial:

OAS

FNU

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- 2.2. The OAS-FNU Scholarship application process shall be two-fold:
- a. The OAS-FNU Scholarship candidate must separately apply and be accepted to a Program at the University before applying to the OAS-FNU Scholarship.
  - b. Following their acceptance, the candidate must apply to and satisfy the selection criteria set out by their home country's National Liaison Office ("ONE"), which will make a pre-selection of candidates, before forwarding to the GS/OAS those pre-selected candidates' information. The GS/OAS in turn will make a final selection of candidates based on its Manual of Procedures for the Scholarship and Training Programs.

### **ARTICLE III THE OAS-FNU SCHOLARSHIP**

- 3.1. The University shall award each Scholarship Recipient a tuition and fee waiver in the amount of fifty percent (50%) of the published tuition and fee amounts for the applicable Program in effect at the time the Scholarship Recipient applies to the University. The University shall provide the tuition and fee waiver in accordance with its usual policy and procedures for awarding tuition and fee waivers, and shall have no obligation hereunder to make a financial contribution directly to any Scholarship Recipient.
- 3.2. The GS/OAS shall pay the University up to \$10,000 to be applied towards the remaining costs of tuition and mandatory fees for each Scholarship Recipient enrolled in the Programs, for no less than one year and no more than two academic years. The GS/OAS award contemplated in this Article 3.2 shall be subject to the GS/OAS' own availability of funds.
- 3.3. The tuition and mandatory fees shall be determined by the University and included in the award contract between the GS/OAS and the Scholarship Recipient.

### **ARTICLE IV ACTIVITIES AND RESPONSIBILITIES OF THE PARTIES**

- 4.1. The GS/OAS shall pay the OAS-FNU Scholarship benefits listed in article 3.2 directly to the University within sixty (60) days of the University providing the GS/OAS with invoices for the aforementioned charges. At the beginning of each academic year, the GS/OAS shall send the University a bill authorization form with information regarding the benefits and invoicing instructions.
- 4.2. Scholarship Recipients may apply for complementary scholarships with other institutions or educational loans, and with written permission of the GS/OAS, may accept part-time employment.
- 4.3. Neither the University nor the GS/OAS shall provide funds to Scholarship Recipients for costs and fees that are not included in this Supplementary Agreement. The OAS-FNU Scholarship announcement shall indicate that

expenses not listed under Articles 3.1 and 3.2 are the sole and exclusive responsibility of the Scholarship Recipient.

- 4.4. The GS/OAS shall offer in-kind services such as: promotion of the Programs, recruitment of qualified candidates, review and technical evaluation of applications, and the monitoring and evaluation of Scholarship Recipients.
- 4.5. The GS/OAS is not responsible for the safety and security of Scholarship Recipients at any time.
- 4.6. Neither Party shall assume responsibility for the acceptance of the certificate or degree obtained through the Programs in the country of origin of the Scholarship Recipient.
- 4.7. The GS/OAS, through DHDEE, shall notify each Scholarship Recipient that he/she is subject to and is expected to comply with the University's policies, provisions, and general practices in accordance with the consent form signed by the Scholarship Recipient as a condition imposed by GS/OAS for receiving the OAS-FNU Scholarship. The GS/OAS agrees to provide such signed form to the University in a timely manner.
- 4.8. The GS/OAS, through DHDEE, shall provide the University with detailed descriptions of its selection criteria for the OAS-FNU Scholarship.
- 4.9. The University will endeavor to use, to the advantage of Scholarship Recipients, the linkages and ties that it has developed with other universities and educational institutions through its international activities.
- 4.10. The University shall have in place and shall make available to Scholarship Recipients an international student support network, which includes academic support.
- 4.11. The University shall be responsible for promptly notifying the DHDEE in the event the Scholarship Recipient, to the University's knowledge: (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, all in accordance with the consent form to be signed by the Scholarship Recipient.
- 4.12. In the event that the Scholarship Recipient ceases to be a student at the University for any reason, the University agrees to refund the GS/OAS within ninety (90)

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FNU



days any unused portion of the funds paid by the GS/OAS under Article 3.2 of this Supplementary Agreement, as determined in accordance with the University's usual policy and procedures for calculating student refunds.

- 4.13. At the end of each academic cycle, the University shall inform the DHDEE of each Scholarship Recipient's academic progress. The University shall also review the progress of each Scholarship Recipient after one year in their respective Program and shall promptly inform the DHDEE in writing regarding any changes to a Scholarship Recipient's eligibility to remain in the Program.
- 4.14. The University shall promote and disseminate information on the OAS Human Development Programs, including the Leo Rowe Fund Student Loan Program. ([www.oas.org/en/rowefund/](http://www.oas.org/en/rowefund/))
- 4.15. The University will provide access to its library holdings and databases to Scholarship Recipients who are students at the University, as applicable to the Program in which they are enrolled.
- 4.16. The Parties shall exchange relevant information on the Scholarship Recipients in order to maintain a database of former Scholarship Recipients who have graduated from the University. This information shall consist of Scholarship Recipient names, dates of birth, majors, graduation dates, Programs, and email addresses, or as otherwise specified in the consent form to be signed by Scholarship Recipients.

## ARTICLE V COORDINATION AND NOTIFICATIONS

- 5.1. The GS/OAS area with responsibility for coordinating GS/OAS activities under this Supplementary Agreement is the DHDEE, and the Coordinator is Patricia Quiroz, Specialist. 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, Education and Employment  
1889 F Street, N.W.  
Office GSB-773  
Washington, D.C. 20006  
United States of America  
Tel.: (1-202) 370-5452  
Fax: (1-202) 458-3897  
E-mail: [pquiroz@oas.org](mailto:pquiroz@oas.org) and [scholarships@oas.org](mailto:scholarships@oas.org)

- 5.2. The University official with responsibility for coordinating cooperation activities under this Supplementary Agreement is Silvia Borges, Senior Job Development Specialist. Notifications and communications shall be forwarded to the Coordinators at the following address and e-mail address:



Ms. Silvia Borges  
Senior Job Development Specialist  
Florida National University  
4425 W. Jose Regueiro (20th) Avenue  
Hialeah, FL 33012  
Tel: (305) 821-3333 Ext. 1075  
Email: [sborges@fnu.edu](mailto:sborges@fnu.edu)

- 5.3. All communications and notifications arising from this Supplementary 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. 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 VI INTELLECTUAL PROPERTY**

- 6.1. The University represents and warrants that it holds or has obtained the necessary permission to use all copyright in the materials used in its Program.
- 6.2. If for any reason a third party should file a claim against the GS/OAS for improper use of copyright in respect with the materials used by the University in its Program, then the University shall be considered the principal vis-à-vis the claimant and the sole Party obligated to respond. The University shall further be required to indemnify the GS/OAS for any damages it may suffer as a result of these claims, including court costs and attorney's fees.

## **ARTICLE VII GENERAL PROVISIONS**

- 7.1. This Supplementary Agreement shall enter into force on the date of the last signature by the authorized representatives of the Parties and shall remain in force for a period of four (4) years, subject to Article 7.3 below, and shall automatically renew for successive terms of four (4) years unless and until terminated in accordance with Article 7.3 below.
- 7.2. The Parties may modify this Supplementary Agreement by means of a written document signed by the duly authorized representatives of both Parties, dated, and attached hereto.
- 7.3. This Supplementary Agreement 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; however, if terminated unilaterally, this Supplementary Agreement shall remain in force until the termination date stated in Article 7.1 above with respect to all Scholarship Recipients who as of the date the notice is given, have already enrolled in the Program or have been officially notified of their selection as Scholarship Recipients for the academic years covered under this Supplementary Agreement.

- 7.4. This Supplementary Agreement is governed by the terms and conditions of the Cooperation Agreement signed by the Parties. If there is any conflict or inconsistency between this Supplementary Agreement and the Cooperation Agreement, the terms of the Cooperation Agreement shall prevail.
- 7.5. The performance of this Supplementary Agreement and related actions by the University, including, without limitation, the University's offering of educational programs and tuition and fee waivers, and the University's issuance of Forms I-20 (Certificate of Eligibility for Nonimmigrant (F-1) Student Status-For Academic and Language Students) and other activities relating to student visas, is subject to the University's compliance with all applicable laws and binding accrediting agency standards to which the University is subject.


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**

  
\_\_\_\_\_  
Kim Osborne  
Executive Secretary for Integral  
Development

Date: 2019-07-12

**FOR FLORIDA NATIONAL UNIVERSITY**

  
\_\_\_\_\_  
Dr. Maria C. Regueiro  
President/CEO

Date: 10-22-2019