

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

Clasificación:
Classification: 17-2021
Classifacation:
Classificação:

Fecha de Ingreso:
Entry Date: March 4, 2021
Data de Admissão:

Nombre del Acuerdo:
Name of the agreement: Supplementary Agreement between the General Secretariat of the Organization of American States (GS/OAS) through the Department of Human Development, Education and Employment (DHDEE) and the President and fellows of Middlebury Institute (the Middlebury Institute of International Studies at Monterey- MIIS).

Nom de l'accord:
Nome do Acordo:

Materia:
Subject: The purpose of this Supplementary Agreement is to establish the terms and conditions for the co-sponsorship between the OAS and MISS of ten (10) scholarships under PAEC ("OAS-UCI Scholarships").

Sujet:
Materia:

Partes:
Parties involved: GS/ President and fellows of Middlebury Institute (the Middlebury Institute of International Studies at Monterey – MIIS).

Parties:
Partes:

Referencia:
Reference: President and fellows of Middlebury Institute (the Middlebury

Institute of International Studies at Monterey – MIIS).

Référence:

Referência:

Fecha de Firma:

Signature Date:

Data de Assinatura:

December 4, 2019.

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:

Unité responsable:

Unidade Encarregada:

Department of Human Development, Education and Employment.

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

**THE PRESIDENT AND FELLOWS OF MIDDLEBURY COLLEGE D/B/A "THE MIDDLEBURY INSTITUTE
OF INTERNATIONAL STUDIES AT MONTEREY"**

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 The President and Fellows Of Middlebury College D/B/A "The Middlebury Institute Of International Studies At Monterey" ("MIIS" or "The University"), a university recognized under the laws of the State of California, located at 460 Pierce Street, Monterey, California, 93940, United States, represented by Dr. Jeff Dayton-Johnson, Vice President for Academic Affairs and Dean of the Institute, who is authorized to sign this Agreement on behalf of the University.

Considering

That the GS/OAS has established the Organization of American States ("OAS") Academic Scholarship Program that grants scholarships every year to citizens and residents of all OAS Member States for the pursuit of Master's Degrees, Doctoral Degrees and Graduate Research leading to a Graduate degree, and grants scholarship for the last two years of undergraduate studies to citizens and residents of the English-speaking Caribbean Member States of the OAS, and Suriname;

That the Partnerships for Education and Training Scholarship Program ("PAEC") is a GS/OAS program that seeks to tap into scholarships, tuition waivers, and other offers from governmental, educational, and other institutions of the OAS Member States and Permanent Observer Countries for graduate and undergraduate programs leading to a University degree and non-academic studies leading to a certificate;

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 4 Dec 2019 the Parties signed a Cooperation Agreement ("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 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 legal 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 between the GS/OAS and the MIIS of up to ten (10) Scholarship(s) for masters programs described in 2.1, below, under the OAS Academic Scholarship Program ("OAS-MIIS Academic Scholarship") and Unlimited Scholarships for Graduate programs described in Paragraph 2.1 below under the OAS PAEC Scholarship Program ("OAS-MIIS PAEC Scholarship").

ARTICLE II THE PROGRAMS

2.1. The Institution shall offer **graduate** programs for those students selected for the OAS-MIIS ("Scholarship Recipients"). The programs, which are all part of the Middlebury Institute Program Information at MIIS, and their duration will be the following:

Program	Modality	Language	Duration	Tuition*	Dates for 2020-21	URL
Translation	On site	English/Spanish	Four-semester	\$83,188.00	Aug 24 – May 14	I
Translation & Interpretation	On site	English/Spanish	Four-semester	\$83,188.00	Aug 24 – May 14	II
Conference Interpretation	On site	English/Spanish	Four-semester	\$83,188.00	Aug 24 – May 14	CI
Translation & Localization Management	On site	English/Spanish	Four-semester	\$83,188.00	Aug 24 – May 14	TLM
International Environmental Policy	On site	English	Four-semester	\$83,188.00	Aug 24 – May 14	IEP
International Trade & Economic	On site	English	Three-semester	\$62,391.00	Aug 24 – May 14	ITED

Diplomacy						
Nonproliferation & Terrorism Studies	On site	English	Four-semester	\$83,188.00	Aug 24 – May 14	NPTS
International Education Management	On site	English	Three-semester	\$62,391.00	Aug 24 – May 14	IEM
Teaching English to Speakers of Other Languages	On site	English	Three-semester	\$62,391.00	Aug 24 – May 14	TESOL
Teaching English to Speakers of Other Languages- Hybrid Option	Hybrid	English	Three-semester	\$62,391.00	Aug 26 – Aug 21 TBA	TESOL Hybrid
Teaching Foreign Language	On site	English	Three-semester	\$62,391.00	Aug 24 – May 14	TFL
International Public Administration	On site	English	Four-semester	\$83,188.00	Aug 24 – May 14	MPA
International Policy & Development	On site	English	Four-semester	\$83,188.00	Aug 24 – May 14	IPD

*tuition is based on the 2019-20 academic year. Tuition is set annually in January and typically increases by 2-4% per year. This figure is subject to change. For the most current tuition please visit <https://www.middlebury.edu/institute/admissions/tuition-fees>

APPLICATION REQUIREMENTS

2.2. In order to be selected for an OAS-MIIS Academic Scholarship, applicants must:

- a) Apply through the GS/OAS DHDEE Scholarship website and present the application to their home country's National Liaison Office ("ONE"), which is an office usually located in one of their Government's Ministries. Once pre-selected, the ONE relays the candidate's information to GS/OAS for final selection.
- b) Satisfy the selection criteria set out by GS/OAS, as stated in the Manual of Procedures for The Scholarship and Training Programs of the OAS.
- c) Meet all of the University's requirements for admission to the programs identified in Article 2.1,
- d) Receive an offer of admission from the University in regard to any of the programs identified in Article 2.1,
- e) The Scholarship Candidates must apply separately to the ONE, SG/OAS, and the University.

2.3. In order to be selected for an OAS-MIIS PAEC Scholarship, applicants must:

- a) Apply through the GS/OAS DHDEE Scholarship website and satisfy the selection criteria set out by GS/OAS.
- b) Meet all of the University's requirements for admission to the programs identified in Article 2.1,
- c) Receive an offer of admission from the University in regard to any of the programs identified in Article 2.1,
- d) Scholarship candidates must apply separately to the GS/OAS, and the University.

**ARTICLE III
THE SCHOLARSHIPS**

A. THE OAS-MIIS ACADEMIC SCHOLARSHIP

- 3.1. The University shall offer for the OAS-MIIS Academic Scholarship 65% tuition discounts for all Scholarship Recipients for each year or partial year of the programs identified in Article 2.1. MIIS will also waive the application fee for OAS-MIIS applicants.
- 3.2. The GS/OAS shall contribute up to \$10,000 per Scholarship Recipient for no more than (10) Scholarship Recipients to cover part of the remaining costs of tuition and mandatory fees of the OAS-MIIS Scholarship Recipients enrolled in the University's programs indicated in Article 2.1. This contribution is for no less than one year and no more than two academic years.
- 3.3. The tuition amounts and mandatory fees shall be determined by the University and shall be included in the Scholarship Contract between the GS/OAS and the student. The granting of the scholarship award by the GS/OAS will be subject to the availability of funds.
- 3.4. The GS/OAS shall pay the OAS-MIIS Academic 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 the academic year, the GS/OAS shall send the University a bill authorization form with information regarding the benefits and invoicing instructions.
- 3.5. 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 to supplement benefits of a scholarship, as long as the Scholarship Recipients do not violate the terms of the OAS-MIIS Scholarship.

B. THE OAS-MIIS PAEC SCHOLARSHIP

- 3.6. The University shall offer for the OAS-MIIS PAEC Scholarship 50% tuition discount for all Scholarship Recipients for each year or partial year of the programs identified in Article 2.1. MIIS will waive the application fee for PAEC applicants.

- 3.7. The GS/OAS shall offer in-kind services through dissemination of these scholarship opportunities by posting the University's information on the OAS Consortium of Universities website, provide recruitment of qualified candidates, review and evaluation of applications, selection, monitoring and evaluation of the Scholarship Recipients.

ARTICLE IV ACTIVITIES AND RESPONSIBILITIES OF THE PARTIES

- 4.1. 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-MIIS Scholarship announcement shall indicate that expenses not listed under paragraphs 3.1, 3.2 and 3.6 above are the sole and exclusive responsibility of Scholarship Recipients.
- 4.2. The University shall promote and disseminate information about the Leo Rowe Fund interest-free student loan program for studies in the United States (www.oas.org/en/rowefund/).
- 4.3. The University shall issue visa documents (DS-2019 or I-20) to all Graduate OAS-MIIS Scholarship Recipients and their dependents to apply for student visas at a United States Consulate in their country of residence.
- 4.4. The GS/OAS is not responsible for the safety and security of Scholarship Recipients at any time.
- 4.5. Neither Party shall assume responsibility for the acceptance of the certificate or degree obtained through the Program in the country of origin of the Scholarship Recipient.
- 4.6. The GS/OAS, through DHDEE, shall notify the Scholarship Recipients that they are subject to and are expected to comply with the University's policies, provisions, and general practices in accordance with the consent form, as shown on Annex I, signed by the Scholarship Recipient as a condition imposed by GS/OAS for receiving one of the OAS-MIIS Scholarships. The GS/OAS agrees to provide such signed form to the University in a timely manner.
- 4.7. The GS/OAS, through DHDEE, shall provide the University with detailed descriptions of the OAS-MIIS Scholarships' selection criteria.
- 4.8. 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.
- 4.9. The University shall have in place and shall make available to Scholarship Recipients an international student support network, which includes academic support.

- 4.10. The University shall be responsible for immediately notifying the DHDEE in the event the Scholarship Recipient: (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 signed by the Scholarship Recipient.
- 4.11. In the event that the Scholarship Recipient ceases to be a student at the University for any reason, the University agrees to refund to the GS/OAS within ninety (90) days any unused portion of the Scholarship Funds.
- 4.12. 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 the degree program and shall promptly inform the DHDEE in writing regarding any changes to a Scholarship Recipient's eligibility to remain in the Program.
- 4.13. The University will provide access to its library holdings and databases to Scholarship Recipients who are students at the University.
- 4.14. 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.

ARTICLE V COORDINATION AND NOTIFICATIONS

- 5.1. The GS/OAS area with responsibility for coordinating GS/OAS activities under this Agreement is the DHDEE, and the Coordinator is **Jesus Schucry Giacomán Zapata, Director of the Department of Human Development, Education and Employment**. Notifications and communications shall be forwarded to the Coordinator at the following address and e-mail address:

OAS General Secretariat
Jesus Schucry Giacomán Zapata
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: jgiacomán@oas.org and scholarships@oas.org

- 5.2. The person responsible for coordinating cooperation activities under this Supplementary Agreement for the Institution is **Jill Stoffers Senior Director of Institutional Partnerships**. Notifications and communications shall be forwarded to the Coordinator at the following address and e-mail address:

MIIS
Jill Stoffers
Senior Director
Institutional Partnerships Office
460 Pierce Street
Monterey, CA 93940 USA
Tel.: 831.647.6571
Fax: 831.647.4188
E-mail: jill.stoffers@middlebury.edu

- 5.3 All communications and notifications arising from this Supplementary Agreement shall be valid only if forwarded by post or e-mail, and addressed to the appropriate Coordinator at the address indicated 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

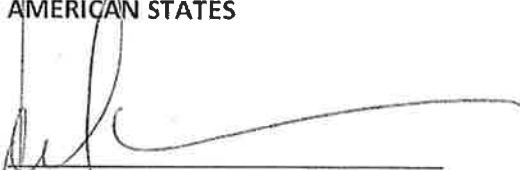
- 6.1 The University represents and warrants that it holds or has obtained the necessary permission to use all copyright in the materials used in its Program.
- 6.2 If for any reason a third party should file a claim against the GS/OAS for improper use of copyright in respect with the materials used 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.
- 6.3 Neither Party shall use the trademarks, trade names, service marks, service names, brand names, domain names, logo, or any other licensed mark or intellectual property of the other Party in any way without their prior written consent. Notwithstanding the foregoing, The Institution may include GS/OAS' name in a list of research sponsors and as otherwise required by law and policy applicable to Institution.

**ARTICLE VII
GENERAL PROVISIONS**

- 7.1 This 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 five years, following the date of the last signature in this Agreement, subject to 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 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 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.


IN WITNESS WHEREOF, the duly authorized representatives of the Parties have executed this Supplementary 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

**THE PRESIDENT AND FELLOWS OF
MIDDLEBURY COLLEGE D/B/A "THE
MIDDLEBURY INSTITUTE OF INTERNATIONAL
STUDIES AT MONTEREY"**



Dr. Jeff Dayton-Johnson
Vice President for Academic Affairs and Dean of
the Institute

Date: 2019-11-26

Date: 4 DEC 2019

ANNEX I

SAMPLE OF OAS-[UNIVERSITY] SCHOLARSHIP ACCEPTANCE FORM

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	
Program of Study <i>(To be completed by the GS/OAS)</i>	
Name	
Academic Institution	
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) and (name of institution) for the Program of Study detailed above (hereinafter the Scholarship) and agree to the terms and conditions set forth below:

1. BENEFITS:

- 1.1 The Scholarship covers:
 - a) [TO BE DETERMINED BASED ON PROGRAM OF STUDY]
- 1.2 The GS/OAS reserves 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 all other costs not specifically included in Article 1.1 above, including, but not limited to: [TO BE DETERMINED BASED ON PROGRAM OF STUDY]

- 2.2 Scholarship Recipient is responsible for obtaining from other sources the financial resources necessary to cover the costs of the Program of Study not covered by the Scholarship, and to show proof of such additional funding to the GS/OAS, if requested.
- 2.3 Unless otherwise specified in article 1.1, Scholarship Recipient shall acquire an international health insurance plan that provides the coverage required by the University and/or the country where the on-site Program is held, if applicable.
- 2.4 The GS/OAS shall not be responsible or liable, directly or indirectly, in any way for Scholarship Recipient's debt or financial obligations to the University or to any other third party.
- 2.5 Scholarship Recipient is required to complete the Program of Study according to the full-time course duration standards of the University.
- 2.6 This Scholarship is subject to the compliance of Scholarship Recipient with all academic requirements of the Program of Study established by the University and all other obligations set forth in this Scholarship Acceptance Form.
- 2.7 Scholarship Recipient authorizes the GS/OAS to access any information regarding his/her education, including, but not limited to: academic grades, grading records, test results, disciplinary records, letters of academic good standing, applications for admission, and any other reports and/or records pertaining to Scholarship Recipient's education in the possession of the University. The Scholarship Recipient authorizes the GS/OAS to share this information with third parties that may provide the Scholarship Recipient additional funds for this Program of Study through another scholarship in association with the GS/OAS.
- 2.8 Scholarship Recipient shall participate in any orientation session required by the GS/OAS and/or the University.
- 2.9 Scholarship Recipient agrees to comply with the University's 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. The University has discretion to determine whether a Scholarship Recipient's conduct fails to meet the standards expected.
- 2.10 The Handbook of the OAS Partnerships for Education and Training Program (hereinafter PAEC), included with this Acceptance Form as Attachment I, forms an integral part thereof. Scholarship Recipient certifies that he/she has read the OAS PAEC Handbook and agrees to comply fully with the terms contained therein.
- 2.11 Scholarship Recipient shall inform the GS/OAS if he/she is required to travel outside the country of study for more than five (5) school days during the on-site Program of Study, if applicable. Any travel that exceeds five (5) days shall be treated as a suspension of the Program of Study, thus Scholarship Recipient shall be treated in accordance with Article 3 below.

2.12 Scholarship Recipient shall participate in the evaluation of the effectiveness of the PAEC by completing the initial Scholarship Survey four (4) months after the beginning of the Program of Study and submitting it to GS/OAS, and the Final Scholarship Survey, to be completed three (3) months after the end of the Program of Study.

2.13 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 or University.
- b) He/she is not on trial in a criminal court of any jurisdiction; further, Scholarship Recipient warrants that he/she has never been convicted of any serious crime in any jurisdiction, including but not limited to any crime involving dishonesty, fraud, or theft. Scholarship Recipient shall immediately notify the GS/OAS in the event that a criminal charge is filed against Scholarship Recipient during his/her participation in the Program of Study. Failures to notify GS/OAS in such instances shall be considered a breach of the terms of the Scholarship.

2.14 Upon signature of this Scholarship Acceptance Form, Scholarship Recipient shall:

- a) Provide to the GS/OAS and/or University any requested documentation.
- b) Inform the GS/OAS in writing upon arrival at the University, if attending an on-site Program of Study or show proof of registration, if attending an online Program of Study.
- c) Complete and return within five (5) days upon signature of this Scholarship Acceptance Form [PLEASE COMPLETE SENTENCE].
- d) Immediately notify the GS/OAS and University of any changes in the Scholarship Recipient's status regarding this Article 2.

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

3.1 Scholarship Recipient may not fail to start the Academic Program of Study or drop-out of the Program of Study after receiving the Scholarship funds, unless for compelling and unforeseeable reasons, and shall give written notice and submit supporting proof to the GS/OAS of such reasons immediately upon this becoming 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 failing to start or dropping out of the Program of Study, Scholarship Recipient shall reimburse directly GS/OAS and/or University any funds received. Failure to do so will result in a ban on the Scholarship Recipient from consideration for any future OAS or University scholarships, and shall constitute grounds for GS/OAS to pursue legal action pursuant to Article 8.1.

4. NOTICE

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

5. RESPONSIBILITY:

- 5.1 The GS/OAS, 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. In addition, the GS/OAS, University, their officers, employees, and/or agents are not responsible for the Scholarship Recipient's health, safety, or security at any time.

6. SCHOLARSHIP TERMINATION AND REPAYMENT

- 6.1 At any time, and without cause, the GS/OAS and/or 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/ University or in collecting the amount owed, including but not limited to attorney's fees and court costs. Cause includes, but is not limited to:
- i. Failure to comply with the laws of the country where the Program of Study is held, with the exception of minor vehicular offenses;
 - ii. Failure to comply with the applicable rules and procedures of the Program of Study and the regulations of the University;
 - iii. Interruption or modification of the Program of Study or part of it without prior written approval by the GS/OAS and University;
 - iv. Failure to comply with immigration laws and to return to reside to his/her country of nationality within sixty (60) days upon completion of the on-site studies, unless he/she joins an international organization that serves the development of the Americas as a staff member;
 - v. Breach of any of these terms and conditions; or
 - vi. Failure to start and/or dropping-out of the Program of Study after having received the Scholarship funds without compelling reason and proof thereof.
- 6.2 In the event that Scholarship Recipient fails to comply promptly with any repayment obligations, Scholarship Recipient authorizes the GS/OAS and/or 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 Scholarship 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 Organization of American States, other relevant agreements, applicable national law, and 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 the arbitration proceedings and to this contract shall be the law of the District of Columbia, USA.

9. SCHOLARSHIP AGREEMENT AND DEADLINE OF ACCEPTANCE:

9.1 This Scholarship Acceptance Form constitutes the entire agreement between the GS/OAS, the University, and the Scholarship Recipient, and no 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 Scholarship Acceptance Form shall be of no force or effect.

9.2 The Scholarship offer must be accepted within five (5) days of the date of its receipt, via the return of this Scholarship Acceptance Form completed and signed by e-mail to the following address jhoogdorp@oas.org.

Name of the Scholarship Recipient: _____

Signature of the Scholarship Recipient: _____

Date of Signature: _____

