

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

Clasificación:	
Classification:	23-2020
Classifacation:	
Classificação:	
Fecha de Ingreso:	
Entry Date:	November 30, 2020
Date D'entrée:	
Data de Admissão:	
Nombre del Acuerdo:	
Name of the Agreement:	Supplementary agreement between the General Secretariat of the Organization of American States, through the Department of Human Development, Education and American University
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 of up to ten (10) Scholarships (per intake/term) for online graduate programs at the American University Washington College of Law under the PAEC Scholarship Program ("OAS-AUWCL PAEC Scholarships").
Sujet:	
Materia:	
Partes:	
Parties Involved:	GS/ American University
Parties:	
Partes:	
Referencia:	
Reference:	American University
Référence:	
Referência:	
Fecha de Firma:	
Signature Date:	November 21, 2020
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: Executive Secretariat for Integral Development
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

AMERICAN UNIVERSITY

The Parties to this 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 American University (the "University"), a private institution chartered by an Act of Congress in 1892 and accredited by the Middle States Association of Colleges and Secondary Schools, located at 4400 Massachusetts Avenue, NW, Washington, DC, United States of America, and represented by Violeta T. Ettle, Vice Provost for Academic Administration, who is authorized to sign this Supplemental Agreement on behalf of the Institution.

Considering

That on November 18, 2020 the Parties signed a Cooperation Agreement ("Cooperation Agreement") towards strengthening 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 the Cooperation Agreement;

That the terms, spirit, programmatic and juridical framework of the Cooperation Agreement apply to this Supplementary Agreement, unless otherwise 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 OAS Partnerships Program for Education and Training ("PAEC"); 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) Scholarships (per intake/term) for online graduate programs as described in article 2.1, below, at the American University Washington College of Law under the PAEC Scholarship Program (“OAS-AUWCL PAEC Scholarships”).

ARTICLE II THE PROGRAMS

- 2.1. The University shall offer the graduate, online programs described below (the “Programs”) for those students selected for the OAS-AUWCL PAEC Scholarship (“Scholarship Recipients”). The Programs, which are all part of American University Washington College of Law Program, shall have the following duration and costs:

Program	Modality	Language	Duration	Tuition*	Dates for 2020-2021	URL
LL.M. in International Human Rights and Humanitarian Law	Residential, online, or hybrid	English	9-18 months	\$50,376 USD	August 21, 2020 – May 15, 2021	https://www.wcl.american.edu/impact/initiatives-programs/hracademy/llm/
LL.M. en Derechos Humanos y Derecho Humanitario	Online, or hybrid	Spanish	18-24 months	\$50,376 USD	August 21, 2020 – May 15, 2021	https://www.wcl.american.edu/impact/initiatives-programs/hracademy/academia/humanitario/

*Price for the 2019-2020 academic credit is USD 2,099, which is expected to increase 3-5% each academic year.

- 2.2. In order to be considered for an OAS-AUWCL 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;
 - c. Receive an offer of admission from the University in regard to any of the Programs;
 - d. Scholarship candidates must apply separately to the GS/OAS and to the University.

ARTICLE III THE OAS-AUWCL PAEC SCHOLARSHIP

- 3.1. Subject to the terms and conditions established herein, the University shall award each Scholarship Recipient a tuition waiver in the amount of fifty percent (50%) of the published tuition amounts described in in Article 2.1 above for the applicable Program in effect at the time the Scholarship Recipient applies to the University. The University shall provide the tuition waiver in accordance with its usual policy and procedures for awarding tuition waivers, and shall have no obligation hereunder to make a financial contribution directly to any Scholarship Recipient. The University will also waive the application fee for PAEC applicants.

- 3.2. The GS/OAS shall offer in-kind services through the dissemination of the OAS-AUWCL PAEC Scholarship by posting the University's information on the OAS Consortium of Universities website, social media, and provide recruitment of qualified candidates.
- 3.3. Neither the GS/OAS nor the University shall provide funds or waivers to Scholarship Recipients for additional costs and/or fees that are not expressly covered by the OAS-AUWCL PAEC Scholarship, and as set forth in the OAS-AUWCL PAEC Scholarship Acceptance Form, attached hereto as Annex I.

ARTICLE IV

ACTIVITIES AND RESPONSIBILITIES OF THE PARTIES

- 4.1. The GS/OAS is not responsible for the safety and security of Scholarship Recipients at any time.
- 4.2. 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.
- 4.3. 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 Scholarship Acceptance Form signed by the Scholarship Recipient as a condition of receipt of the OAS-AUWCL PAEC Scholarship. The GS/OAS agrees to provide such signed form to the University in a timely manner.
- 4.4. The GS/OAS, through DHDEE, shall provide the University with detailed descriptions of the OAS-AUWCL PAEC Scholarship selection criteria.
- 4.5. 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.
- 4.6. The University shall have in place and shall make available to Scholarship Recipients an international student support network, which includes academic support.
- 4.7. The University shall be responsible for immediately notifying the DHDEE in the event that a 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 Scholarship Acceptance Form signed by the Scholarship Recipient.
- 4.8. 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 Program and shall promptly inform the DHDEE in writing regarding any changes to a Scholarship Recipient's eligibility to remain in the Program.

- 4.9. 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/).
- 4.10. The University will provide access to its library holdings and databases to Scholarship Recipients who are students at the University.
- 4.11. 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, as specified in the Scholarship Acceptance Form signed by the Scholarship Recipient.

ARTICLE V COORDINATION AND NOTIFICATIONS

- 5.1. The GS/OAS area with responsibility for coordinating GS/OAS activities under this Supplemental 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
Department of Human Development, Education and Employment
1889 F Street, N.W.
Washington, D.C. 20006
United States of America
Tel.: (1-202) 370-4625
Email: jgiacomán@oas.org and scholarships@oas.org

- 5.2. The persons responsible for coordinating cooperation activities under this Supplemental Agreement for the Institution are the Co-Directors of the Academy on Human Rights and Humanitarian Law, Claudia Martín and Diego Rodríguez-Pinzón. Notifications and communications shall be forwarded to the Coordinator at the following address and e-mail address:

American University Washington College of Law
Academy on Human Rights and Humanitarian Law
4600 Nebraska Ave, N.W.
Washington, D.C. 20016
United States of America
Tel.: (1-202) 274 4295
E-mail: hracademy@wcl.american.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

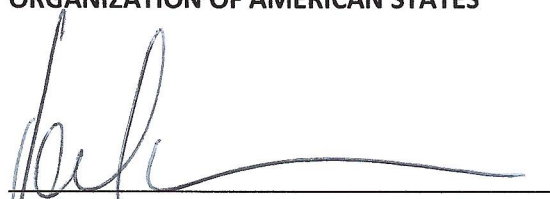
- 6.1. The University represents and warrants that it holds or has obtained the necessary permission to use all copyright in the materials used in its Program.
- 6.2. If for any reason a third party should file a claim against the GS/OAS for improper use of copyright in respect of the materials used 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 five years**, following the date of the last signature in this Supplementary 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 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.


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

FOR AMERICAN UNIVERSITY



Violeta T. Ettle
Vice Provost for Academic Administration

Date: 10/21/20

Date: 11/18/2020