

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

Clasificación:  
Classification: 32-2021.

Classifacation:  
Classificação:

Fecha de Ingreso:  
Entry Date: May 26, 2021.  
Date D'entrée:  
Data de Admissão:

Nombre del Acuerdo:  
Name of the Agreement: Cooperation agreement between the General Secretariat of the Organization of American States and the Construction innovation and sustainable engineering consortium at Politecnico di Milano (POLINI)

Nom de L'accord:  
Nome do Acordo:

Materia:  
Subject: Establishment of terms and conditions for the co-sponsorship of scholarships between the GS/OAS and the CISE POLIMI OAS scholarship program(s).

Sujet:  
Materia:

Partes:  
Parties Involved: GS/ Construction innovation and sustainable engineering consortium at Politecnico di Milano (POLINI)

Parties:  
Partes:

Referencia:  
Reference: Construction innovation and sustainable engineering consortium at Politecnico di Milano (POLINI)

Référence:  
Referência:

Fecha de Firma:  
Signature Date: May 24, 2021  
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: Milano/ Washington, DC.  
Place of Signature:  
Lieu de la Signature:  
Lugar de Assinatura:

Unidad Encargada:  
Unit in Charge: 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:

**SCHOLARSHIP AGREEMENT**  
**BETWEEN**  
**THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN**  
**STATES, THROUGH THE DEPARTMENT OF HUMAN DEVELOPMENT,**  
**EDUCATION AND EMPLOYMENT**  
  
**AND**  
**THE CONSTRUCTION INNOVATION AND SUSTAINABLE ENGINEERING**  
**CONSORTIUM AT POLITECNICO DI MILANO**

The Parties to this Scholarship Agreement (“Agreement”), the General Secretariat of the Organization of American States (“GS/OAS”), a public international organization, with headquarters at 1889 F Street, NW, Washington, D.C., 20006, United States, through its Department of Human Development, Education and Employment (“DHDEE”), represented by Kim Osborne, Executive Secretary for Integral Development, and the Construction Innovation and Sustainable Engineering Consortium at the Politecnico di Milan (“CISE POLIMI” or “University”), a sub-provider that teaches the master degree in “*Polis Maker per la qualità del vivere e lo sviluppo urbano sostenibile*” (Polis Maker for the Quality of Life and Sustainable Urban Development), a public university, located at piazza Leonardo da Vinci 32, 20133 Milano, and represented by Prof. Eng. Alberto Franchi, Director of CISE, who is authorized to sign this Agreement on behalf thereof,

Considering

That the GS/OAS has as one of its objectives to provide educational opportunities in the Americas through the granting of annual scholarships, undergraduate and postgraduate studies, either in person or at a distance, and that program coverage and impact are strengthened and enhanced through alliances established through agreements with internationally recognized universities that share costs, offer joint scholarships, minimize tuition costs, and wish to be part of the OAS University Consortium;

That the OAS has established the Partnerships Program for Education and Training Scholarship Program (“PAEC”), which seeks to tap into scholarships, tuition waivers, and other discount offers from educational and other public and private institutions and universities of the OAS Member States and Permanent Observer Countries for technical, graduate and undergraduate programs leading to an academic degree and other studies leading to a certificate;

That CISE POLIMI is an internationally recognized academic institution that offers a variety of academic studies or certified training studies, and that CISE POLIMI has an interest in serving an international student body through inclusion of students of different nationalities;

That the Parties share an interest in selecting and supporting outstanding individuals in the Americas to study at the CISE POLIMI;

That the DHDEE is the department within the Executive Secretariat for Integral Development of the GS/OAS responsible for the promotion, coordination, administration, and facilitation of the planning and execution of Human Development Programs and activities under the Strategic Plan for Partnership for Integral Development of the Inter-American Council for Integral Development; and

That the 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 into this Agreement, as set forth below:

## **ARTICLE I OBJECTIVE AND SCOPE**

- 1.1. The purpose of this Agreement is to establish the terms and conditions for the co-sponsorship of scholarships between the GS/OAS and the CISE POLIMI for the following OAS scholarship program(s) (hereinafter, academic and other programs offered through this Agreement shall collectively be referred to as “Program[s]”):
  - a) For an unlimited number of scholarships under the PAEC for the program described in Article 2.1 below.
- 1.2. Recipients of all scholarships available pursuant to Article 1.1 (PAEC or “Scholarship”) shall be hereinafter referred to as “Scholarship Recipient[s]”.

## **ARTICLE II THE ACADEMIC/TRAINING PROGRAM[S]**

- 2.1. The CISE POLIMI shall offer its Master PolisMaker for the Quality of Life and Sustainable Urban Development for students selected for the PAEC Scholarship Program, which shall be referred to as the OAS-CISE POLIMI PAEC Scholarship in promotional materials. The Program of study, its duration and other details are set forth below:

**Table A. Education/Training Programs Available for PAEC**

Program	Modality	Language	Duration	Tuition and other costs for complete program	Start and End Dates of Program in Academic Year	URL
Master PolisMaker for the Quality of Life and Sustainable Urban Development	Online or onsite	English	1 year	Online tuition fee: € 3,000 (approx. USD\$3,375)  Onsite tuition fee: € 5,000 (approx. USD\$5,625)	May 28, 2021 - May 27, 2022	<a href="https://www.master-polismaker.org/">https://www.master-polismaker.org/</a>

### **ARTICLE III APPLICATION REQUIREMENTS**

- 3.1. In order to qualify for a PAEC, applicants must:
- a) Meet all of the CISE POLIMI requirements for admission to at least one of the programs identified in Article 2.1;
  - b) Apply through the CISE POLIMI to any of the programs identified in Article 2.1;
  - c) Receive an offer of admission from the CISE POLIMI into any of the programs identified in Article 2.1;
  - d) Apply for PAEC through the application link provided in the announcement published on the DHDEE's website and satisfy the selection criteria set out by GS/OAS; and
  - e) Receive an offer for the PAEC from the CISE POLIMI.
- 3.2. The deadline for candidates to apply for the Program and PAEC through CISE POLIMI is Wednesday, March 31, 2021 and CISE POLIMI shall provide the GS/OAS with a list of admitted students.

### **ARTICLE IV THE SCHOLARSHIP**

#### **A. THE PAEC**

- 4.1. The CISE POLIMI shall reduce its onsite tuition fee from €9,500.00 to € 5.000.00 (approx. USD 5,625.00) and its online tuition fee from € 5.000,00 to € 3.000.00 (approx. USD 3,375) for recipients of the PAEC Scholarship for the Program identified in Article 2.1. The CISE POLIMI will also waive the application fee for PAEC applicants.
- 4.2. Neither the CISE POLIMI nor the GS/OAS shall provide funds to Scholarship Recipients for additional costs and fees that are not included in the Scholarship.
- 4.3. The GS/OAS shall also offer in-kind services through dissemination and promotion of the Programs, which includes exposure on OAS social media channels and on its network of OAS Member States and their respective Ministries of Education.

**ARTICLE V**  
**ACTIVITIES AND RESPONSIBILITIES OF THE PARTIES**

- 5.1 Neither the CISE POLIMI nor the GS/OAS shall provide funds to Scholarship Recipients for costs and fees that are not included in this Agreement. The announcement of the Scholarships shall indicate that expenses not listed in this Agreement are the sole and exclusive responsibility of Scholarship Recipients, including:

Onsite Program:

- Tuition and enrollment fees of € 5.000.00 (approx. USD 5,625);
- Cost of living expenses;
- Health insurance;
- Visa and immigration fees;
- Travel; and
- Any additional costs and fees not included in the Scholarship offer.

Online Program:

- Tuition and enrollment fees of € 3.000.00 (approx. USD 3,375);
- Any additional costs and fees not included in the Scholarship offer.

- 5.2 The GS/OAS is not responsible for the safety and security of Scholarship Recipients at any time.
- 5.3 Neither Party to this Agreement shall assume responsibility for the acceptance of the certificate or degree obtained through the Scholarships in the country of origin of the Scholarship Recipient or any potential employer.
- 5.4 The GS/OAS shall provide the CISE POLIMI with detailed descriptions of the Scholarship's selection criteria.
- 5.5 The CISE POLIMI and the GS/OAS shall together select candidates to receive Scholarship(s), and the GS/OAS shall send them a Scholarship Acceptance Form (See Annex I) that they must sign with the GS/OAS.
- 5.6 All selected candidates must sign the Scholarship Acceptance Form to receive a Scholarship and become a Scholarship Recipient. The GS/OAS shall provide a copy of the signed Scholarship Acceptance Form to the CISE POLIMI in a timely manner.
- 5.7 Scholarship Recipients shall be notified through the Scholarship Acceptance Form that they are subject to and expected to comply with the CISE POLIMI policies, provisions, and general practices.
- 5.8 The CISE POLIMI shall be responsible for immediately notifying the DHDEE in the event the Scholarship Recipient: (i) terminates his/her studies at the CISE POLIMI for any reason; (ii) does not attend classes with the regularity expected by the CISE POLIMI; (iii) is not meeting the CISE POLIMI academic requirements; (iv) has violated CISE POLIMI rules and/or regulations; (v) is suffering from a prolonged

illness of any kind that causes him/her to suspend his/her studies; (vi) has been arrested for violation of any laws that are applicable to the Scholarship Recipient at the time of the Program; (vii) has been disciplined and/or placed on probation by the CISE POLIMI; (viii) has been expelled by the CISE POLIMI; (ix) has died; (x) has failed to appear at the CISE POLIMI or on the CISE POLIMI online portal in order to start the Program; or (xi) for any other reason, is no longer enrolled at the CISE POLIMI, all in accordance with the consent form signed by the Scholarship Recipient.

- 5.9 The CISE POLIMI shall inform the GS/OAS of each Scholarship Recipient's academic progress, if applicable, during the Program and promptly notify the GS/OAS in writing regarding any changes to a Scholarship Recipient's eligibility to remain in the Program.
- 5.10 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 CISE POLIMI, which is then shared with current Scholarship Recipients studying at CISE POLIMI.
- 5.11 The CISE POLIMI shall provide each Scholarship Recipient her/his degree or certificate within twelve (12) months after successfully completing the Program and having complied with all requirements for graduation.

## **ARTICLE VI INTELLECTUAL PROPERTY**

- 6.1 The CISE POLIMI represents and warrants that it holds or has obtained the necessary permission to use all copyright in the materials used in the Programs.
- 6.2 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 prior written consent.

## **ARTICLE VII CIVIL RESPONSIBILITY AND INDEMNIFICATION**

- 7.1 The Parties assume full responsibility for the claims and damages directly and proximately caused by actions or omissions of their corresponding representatives, officials, employees and contractors.
- 7.2 If for any reason a third party should file a claim against one of the Parties in relation to the execution of these Scholarships, the responsible Party shall be considered the principal vis-à-vis the claimant and the sole Party obligated to respond. The responsible Party shall further be required to indemnify the other Party for any damages it may suffer as a result of these claims, including court costs and attorney's fees. Moreover, if a third party files a claim against the GS/OAS for the improper use of a copyright in respect with the materials used by the CISE POLIMI in its Programs, then the CISE

POLIMI shall be the responsible party that is obligated to respond and indemnify the GS/OAS, pursuant to the terms of this Article.

## **ARTICLE VIII COORDINATION AND NOTIFICATIONS**

- 8.1. Within the GS/OAS, the area responsible for coordinating GS/OAS activities under this Agreement is the Department of Human Development, Education and Employment, and the Coordinator is Jesus Schucry Giacomán Zapata, Director of the Department of Human Development, Education and Employment. Notifications and communications should be directed to the Coordinator at the following address and e-mail:

Jesus Schucry Giacomán Zapata  
Department of Human Development, Education and Employment  
General Secretariat of the Organization of American States  
1889 F Street, N.W.  
Washington, D.C. 20006  
United States of America  
Tel.: (1-202) 370-4625  
Email: [jgiacomán@oas.org](mailto:jgiacomán@oas.org) and [scholarships@oas.org](mailto:scholarships@oas.org)

- 8.2. The area responsible for coordinating cooperation activities under this Agreement for the CISE POLIMI is Prof. Eng. Albreto Franchi, Director of CISE. Notifications and communications should be directed to the Coordinator at the following address and e-mail:

Albreto Franchi  
CISE Consorzio Universitario at Politecnico di Milano  
Address: Piazza Leonardo da Vinci 32 20133 Milano  
Phone: +39 02. 2399.4552  
Fax: +39 0223994376  
Email: [consorziocise@pec.it](mailto:consorziocise@pec.it)

- 8.3. All communications and notifications arising from this Agreement shall be valid only if forwarded by post or e-mail, and addressed to the appropriate Coordinator at the address indicated in Articles 8.1 and 8.2. 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.
- 8.4. Each Party may change the area of responsibility, designated Coordinator, address, telephone number, and/or e-mail address indicated herein, by notifying the other Party in writing.



**ARTICLE IX  
PRIVILEGES AND IMMUNITIES**

- 9.1. Nothing in this Agreement constitutes an express or implied waiver of the privileges and immunities of the OAS, the GS/OAS, its personnel, and its assets, in accordance with the OAS Charter, relevant agreements, applicable national law, or the general principles and practices of international law.

**ARTICLE X  
DISPUTE RESOLUTION**

- 10.1 Any dispute or complaint that may arise in conjunction with the application or interpretation of this Scholarship Agreement, or any amendments to this Agreement, 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, unless the Parties 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.
- 10.2 The law applicable to the arbitration proceedings and to this Agreement shall be the law of the District of Columbia, U.S.A.

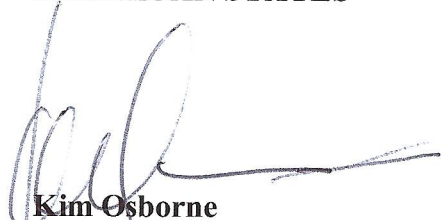
**ARTICLE XI  
GENERAL PROVISIONS**

- 11.1 The Parties shall maintain the highest standards of ethics and administrative transparency in all actions and activities carried out in connection with this Agreement. In addition, the GS/OAS, to the extent applicable, and without prejudice to its privileges and immunities, as stated in Article IX above, and CISE POLIMI shall comply with the provisions of the Inter-American Convention against Corruption and the applicable provisions of the country in which the programs, projects, and/or activities are implemented. Failure to comply with the instant provision shall constitute sufficient grounds for termination of this Agreement, in accordance with the provisions of Article 11.6 below.

- 11.2 This Agreement shall enter into force on the date of the last signature by the authorized representatives of the Parties.
- 11.3 The Parties may modify this Agreement by means of a written document signed by hand by the duly authorized representatives of both Parties, dated and attached hereto.
- 11.4 If the Parties agree to create a new PAEC or other scholarship program, the Parties shall create amendments to supplement or modify this Agreement. Each Amendment to this Agreement shall include any applicable modifications to this Program, or the terms and conditions that are relevant to any new additional programs. The terms of this Agreement shall control all amendments, except with respect to the terms that are specified therein.
- 11.5 The terms of this Agreement shall replace and supersede in its entirety the Cooperation Agreement between the Parties, signed December 19, 2018, in connection with the Program described here and future programs.
- 11.6 This Agreement may be terminated by written notice 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 Agreement shall remain in force with respect to all Scholarship Recipients who as of the date the notice is given, have already enrolled in a Program or have been officially notified of their selection as Scholarship Recipients for the academic years specified in Article II of this Agreement, or those provided in later amendments to this Agreement.
- 11.7 Articles VI, VII, IX and X shall survive the expiry or termination of this Agreement.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have executed this Scholarship Agreement on the date set forth below.

**FOR THE GENERAL SECRETARIAT  
OF THE ORGANIZATION OF  
AMERICAN STATES**



**Kim Osborne**

Executive Secretary for Integral Development

**Place:** Washington, D.C., USA

**Date:**

5/18/21

**FOR THE CONSTRUCTION  
INNOVATION AND SUSTAINABLE  
ENGINEERING CONSORTIUM AT  
POLITECNICO DI MILANO**

**CONSORZIO CISE**

Il Direttore

Prof. Ing. Alberto Franchi

**Alberto Franchi**

Director of CISE

**Place:** Milano

**Date:** 24/05/2021

## ANNEX I

### THE CONSTRUCTION INNOVATION AND SUSTAINABLE ENGINEERING CONSORTIUM AT POLITECNICO DI MILANO 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	
Program of Study	
Name	Master PolisMaker for the Quality of Life and Sustainable Urban Development
Academic Institution	The Construction Innovation and Sustainable Engineering Consortium at Politecnico Di Milano
Dates	To
Modality / Country of Study	/ Italy

I, \_\_\_\_\_ (hereinafter “Scholarship Recipient”), hereby accept the scholarship offered by the General Secretariat of the Organization of American States (hereinafter “GS/OAS”) through its Department of Human Development, Education and Employment (hereinafter “DHDEE”) and The Construction Innovation and Sustainable Engineering Consortium at Politecnico Di Milano (hereinafter “CISE POLIMI” or “University”), 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 Recipient shall receive:

- a) A tuition fee discount of € 4.500.00 for the onsite Program  
OR
- b) A tuition fee discount of € 2.000.00 for the online Program.

1.2 The GS/OAS and CISE POLIMI 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 and all additional costs not covered by the amount set forth in Article 1.1 above, including, but not limited to:

Onsite Program:

- a) Tuition and enrollment fees of € 5.000.00 (approx. USD 5,625);
- b) Cost of living expenses;
- c) Health insurance;
- d) Visa and immigration fees;
- e) Travel; and
- f) Any additional charges not paid for by or through the OAS-CISE POLIMI PAEC Scholarship.

Online Program:

- a) Tuition and enrollment fees of € 3.000.00 (approx. USD 3,375);
- b) Any additional charges not paid for by or through the OAS-CISE POLIMI PAEC Scholarship.

2.2 Scholarship Recipient is responsible for obtaining from other sources the financial resources necessary to pay for all additional costs, such as those listed in Article 2.1, that exceed the Scholarship benefit listed in Article 1.1, and may be required to show proof of such additional funding to CISE POLIMI and the GS/OAS, upon request.

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 Neither GS/OAS nor CISE POLIMI 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.

2.5 Scholarship Recipient is required to complete the Program of Study according to the 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, all other obligations set forth in this Scholarship Acceptance Form, and all policies and procedures of the University.

- 2.7 In connection with the administration of the Scholarship, the Scholarship Recipient authorizes CISE POLIMI to disclose and provide access to the GS/OAS and any other component of the Organization of American States deemed necessary by the GS/OAS, any information regarding his/her education, including, but not limited to: transcripts, academic grades, academic progress records, grading records, test results, enrollment and attendance status and records, disciplinary status and records, academic standing information, applications for admission, information relating to legal and policy violations, health status impacting ability to complete program, 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 associated with the GS/OAS. Scholarship Recipient further authorizes CISE POLIMI to disclose to the GS/OAS, for the purpose of populating a database of scholarship recipients maintained by the GS/OAS, his/her demographic information including, without limitation, his/her name, date of birth, nationality, major, date and program of graduation, and email address.
- 2.8 Scholarship Recipient shall participate in any orientation session required by the GS/OAS and/or CISE POLIMI.
- 2.9 Scholarship Recipient agrees to comply with CISE POLIMI's policies on participant conduct and to refrain from participating in activities or improper behavior that might be inconsistent with the conduct expected of a Scholarship Recipient. CISE POLIMI has discretion to determine whether a Scholarship Recipient's conduct fails to meet the standards expected.
- 2.10 If the studies are being completed on-site, then Scholarship Recipient must 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 Program of Study. 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.
- 2.11 Scholarship Recipient shall participate in the evaluation of the effectiveness of the PAEC when contacted to do so by the GS/OAS.
- 2.12 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, OAS, or CISE POLIMI.
  - 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. Failure to notify GS/OAS in such instances shall be considered a breach of the terms of the Scholarship.

2.13 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 CISE POLIMI, if attending an on-site Program of Study or show proof of registration, if attending an online Program of Study.
- c) Return this Scholarship Acceptance Form signed within five (5) days of receipt.
- d) Immediately notify the GS/OAS and CISE POLIMI of any changes in the Scholarship Recipient's status regarding this Article 2.

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

- 3.1 Scholarship Recipient may not fail to start the Program of Study or drop-out of the Program of Study after receiving the Scholarship funds, absent compelling and unforeseeable reasons, and shall give written notice and submit supporting proof to the DHDEE of such reasons immediately upon them being foreseen by, or becoming known to, the Scholarship Recipient. Whether a reason is sufficiently compelling shall be left to the discretion of GS/OAS.
- 3.2 In the event that GS/OAS concludes that no compelling reasons were present, Scholarship Recipient shall directly reimburse CISE POLIMI for funds received (including charges waived). Failure to do so will result in the Scholarship Recipient being barred from any future consideration for OAS or CISE POLIMI scholarships, and shall constitute grounds for the GS/OAS to pursue legal action pursuant to Article 8.1.

### **4. NOTICE**

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

## **5. RESPONSIBILITY:**

- 5.1 GS/OAS, CISE POLIMI, their officers, employees, and/or agents are not liable for any injury, death, or loss to person or property arising out of enrollment in the Program of Study or 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, GS/OAS, CISE POLIMI, 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, for cause, the GS/OAS and/or CISE POLIMI may terminate this Scholarship and claim repayment of any amount of the Scholarship that has already been paid (including via a waiver of charges), plus any additional costs incurred by GS/OAS and/or CISE POLIMI in collecting the amount owed, including but not limited to attorney's fees and court costs. Cause for termination may include, but is not limited to:
- a) Failure to comply with the laws of the country where the Program of Study is held, with the exception of minor vehicular offenses;
  - b) Failure to comply with the applicable rules and procedures of the Program of Study and the regulations of the University;
  - c) Interruption or modification of the Program of Study or part of it without prior written approval by the GS/OAS and University;
  - d) 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 Program of Study, unless he/she joins an international organization that serves the development of the Americas as a staff member or holds another valid visa status;
  - e) Breach of any of these terms and conditions; or
  - f) Failure to start and/or dropping-out of the Program of Study after having received the Scholarship funds or waiver 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 GS/OAS and/or CISE POLIMI 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 OF THE GS/OAS:**

- 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 OAS, relevant agreements, applicable national 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 the arbitration proceedings and to this Scholarship Acceptance Form 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 scholarship agreement between 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, the GS/OAS, and the University. 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, by way of the return of this Scholarship Acceptance Form, completed and signed, via e-mail to the following address: [scholarships@oas.org](mailto:scholarships@oas.org).

Name of the Scholarship Recipient:

Signature of the Scholarship Recipient:

Date of Signature: