

## BILATERAL AGREEMENT

Classification: 4-2019

Entry Date: 01/17/19

Name of Agreement: Supplementary 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 (CISE POLIMI)

Subject: Sponsorship of an unlimited number of scholarships for the International Master on Urban Transformation and Sustainable Development Program at the CISE POLIMI.

Parties involved: GS/ The Construction innovation and sustainable engineering consortium at Politecnico di Milano

Reference: The Construction innovation and sustainable engineering consortium at Politecnico di Milano

Signature Date: December, 2018

Start Date:

End Date:

Place of Signature:

Unit in Charge: Executive Secretariat for Integral Development (SEDI)

Person in Charge:

Original:

Key points:

Closure of proceedings:

Additional notes:

**SUPPLEMENTARY 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 Cooperation Agreement (the "Cooperation 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 Construction Innovation and Sustainable Engineering Consortium at the Politecnico di Milan (hereinafter "CISE POLIMI"), a sub-provider of the teaching of the master "*Polis Maker per la qualità del vivere e lo sviluppo urbano sostenibile*" a public university, located at piazza Leonardo da Vinci 32, 20133 Milano, represented by Prof. Eng. Alberto Franchi Director of CISE, who is authorized to sign this Agreement on behalf of the CISE POLIMI,

Considering

That on 12 - 19 - 2018 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 Organization of American States ("OAS") Scholarship and Training Programs, and that this Supplementary Agreement is signed pursuant to Article III of that Agreement;

That the terms, spirit, programmatic and juridical framework of the Cooperation Agreement apply to this Supplementary Agreement and that, unless otherwise is specified herein, 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 from the Americas to study at the CISE POLIMI, through the 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 into 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 sponsorship of an unlimited number of scholarships for the International Master on Urban Transformation and Sustainable Development Program at the CISE POLIMI under PAEC ("OAS-CISE POLIMI Scholarship").

## **ARTICLE II THE PROGRAM**

- 2.1. The CISE POLIMI shall offer its International Master on Urban Transformation and Sustainable Development Program in English online or onsite (the "Program") for those students selected for the OAS-CISE POLIMI Scholarship ("Scholarship Recipients"). The duration of the Program is one year and begins the first week of April 2019 for online students and first week of April 2019 for the onsite students. The application deadline for admission to the Program is March, 1 2019 for the online students and February 1, 2019 for the onsite students.
- 2.2. To qualify for the OAS-CISE POLIMI Scholarship, the candidate must first apply and be admitted to the CISE POLIMI and then apply to the OAS-CISE POLIMI Scholarship separately. The deadline to apply for an OAS-CISE POLIMI Scholarship is March 15, 2019 for online students and February 15, 2019 for onsite students. The application for admission must be submitted to the CISE with a declaration of value of bachelor's degree from an official document issued by the Italian Embassy or consulate in the country or region in which the qualification was issued. Students must also present a copy of the qualification held in the original language and relative translation into Italian / English / French or Spanish; copy of transcripts with the list of exams in the original language and their translation into Italian / English / French or Spanish or Diploma Supplement; copy of the valid passport, and Curriculum Vitae.

## **ARTICLE III THE OAS-CISE POLIMI SCHOLARSHIP**

- 3.1. The CISE POLIMI shall reduce its onsite tuition fee from €9,500.00 to € 5.000.00 (approx. USD 5,625.00) for OAS-CISE POLIMI Scholarship Recipients and its online tuition fee from € 5.000,00 to € 3.000.00 (approx. USD 3,375) for OAS-CISE POLIMI Scholarship Recipients.
- 3.2. Neither the CISE POLIMI nor the GS/OAS shall provide funds for the following expenses, which shall be the sole and exclusive responsibility of the OAS-CISE

POLIMI Scholarship Recipients as set forth in the OAS-CISE POLIMI Scholarship Acceptance Form attached hereto as Annex I, including:

Onsite Program:

- a) Tuition and enrollment fees of € 5,000.00 (approx. USD 5,625);
- b) Application fees;
- c) Cost of living expenses;
- d) Health insurance;
- e) Visa and immigration fees;
- f) Travel; and
- g) Any additional costs.

Online Program:

- a) Tuition and enrollment fees of € 3,000.00 (approx. USD 3,375);
- b) Application fees; and
- c) Any additional costs.

3.3. When announcing the availability of the Scholarships, the Parties shall clearly inform all potential applicants that the expenses listed in Article 3.2 above are the sole and exclusive responsibility of OAS-CISE POLIMI Scholarship Recipients.

3.4. DHDEE and the CISE POLIMI shall together select the OAS-CISE POLIMI Scholarship Recipients in accordance with the criteria, recruitment, and selection process to which they have agreed, and as outlined in the Scholarship announcement.

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

4.1. The GS/OAS shall offer in-kind services such as: promotion of the Scholarship, recruitment of qualified candidates, review and technical evaluation of applications, and the monitoring and evaluation of Scholarship Recipients. This Supplementary Agreement in and of itself does not create obligations of a financial nature for the GS/OAS.

4.2. The CISE POLIMI shall provide the Scholarship in the form of a tuition discount as described in Article 3.1 above, which will be applied to the Scholarship Recipient's account after registering for the Program.

4.3. Neither Party shall assume responsibility for the acceptance of the certificate or degree obtained upon completion of the Program in the country of origin of the Scholarship Recipient.

4.4. The GS/OAS, through DHDEE, shall notify each Scholarship Recipient that he/she is subject to and is expected to comply with the CISE POLIMI'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-

CISE POLIMI Scholarship. The GS/OAS agrees to provide such signed form to the CISE POLIMI in a timely manner.

- 4.5. The CISE POLIMI 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 CISE POLIMI shall have in place and shall make available to Scholarship Recipients an international student support network, which includes academic support.
- 4.7. The CISE POLIMI shall be responsible for immediately notifying the DHDEE, in the case of onsite students, in the event that a Scholarship Recipient: (i) terminates his/her studies at the CISE POLIMI for any reason; (ii) does not attend his/her CISE POLIMI classes with the regularity expected by the CISE POLIMI; (iii) is not meeting the CISE POLIMI's academic requirements; (iv) has violated CISE POLIMI rules and/or regulations; (v) is suffering from a prolonged illness of any kind; (vi) has been disciplined and/or placed on probation by the CISE POLIMI; (vii) has been expelled by the CISE POLIMI; (viii) has died; (ix) has failed to commence his/her studies at the CISE POLIMI; 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. In the case of online students, CISE POLIMI will be responsible for checking online attendance and notifying the DHDEE accordingly.
- 4.8. At the end of each term or semester cycle, the CISE POLIMI shall inform the DHDEE of each Scholarship Recipient's academic progress. The CISE POLIMI shall also review the progress of each Scholarship Recipient after each semester in the Program and shall promptly inform the DHDEE in writing regarding any changes to a Scholarship Recipient's eligibility to remain at the CISE POLIMI.
- 4.9. The CISE POLIMI shall promote and disseminate information on the OAS Human Development Programs.
- 4.10. The CISE POLIMI will provide access to its library holdings and databases to Scholarship Recipients who are students at the CISE POLIMI.
- 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 CISE POLIMI.

## **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 Kim Osborne, Executive Secretary for Integral Development and Acting Director of DHDEE. 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.  
Washington, D.C. 20006  
United States of America  
Tel.: (1-202) 370-9771  
Fax: (1-202) 458-9953  
E-mail: [scholarships@oas.org](mailto:scholarships@oas.org) or [kosborne@oas.org](mailto:kosborne@oas.org)

- 5.2. Within the CISE POLIMI, the person responsible for coordinating activities under this Agreement is Prof. Eng. Alberto Franchi Director of CISE. Notifications and communications shall be forwarded to the Coordinator at the following address, fax number, and e-mail address:

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)

- 5.3. All communications and legal notices pertaining to this MOU will be validly made only when they are sent by mail or electronic mail addressed to the Coordinators whose names are set out in articles 5.1. and 5.2. above. When the communications and notifications are transmitted by electronic mail, they shall be valid when they are sent directly from the electronic address of the Coordinator of one of the Parties to the electronic address of the Coordinator of the other.
- 5.4. Either Party may change the responsible dependency, the designated Coordinator, the address, telephone or electronic mail indicated by notifying the other Party in writing.

## **ARTICLE VI INTELLECTUAL PROPERTY**

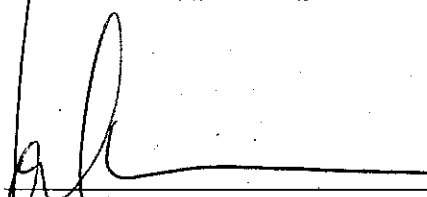
- 6.1. The CISE POLIMI represents and warrants that it holds or has obtained the necessary permission to use all copyright in the materials used in the Program.
- 6.2. If for any reason a third party should file a claim against the GS/OAS for improper use of copyright in respect with the materials used by the CISE POLIMI in the Program, then the CISE POLIMI shall be considered the principal vis-à-vis the claimant and the sole Party obligated to respond. The CISE POLIMI 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

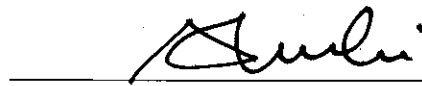
- 7.1. Neither Party shall be liable to the other for the debt or financial obligation of any OAS-CISE POLIMI Scholarship Recipient.
- 7.2. This Supplementary Agreement shall enter into force on the date of the last signature by the authorized representatives of the Parties and shall remain in force until December 31, 2020 subject to Article 7.4 below.
- 7.3. Modifications to this Agreement may only be made by mutual agreement in writing, dated and signed by the duly authorized representatives of the Parties. The instruments in which the modifications are set out shall be attached as annexes to this MOU and shall form part of it.
- 7.4. 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.
- 7.5. 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.

SIGNED by the duly authorized representatives of the Parties in duplicate originals at the place and on the date indicated below:

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

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

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

  
\_\_\_\_\_  
Alberto Franchi  
Director of the Construction Innovation  
And Sustainable Engineering Consortium

Date: 2018-12-06

Date: 2018-12-19

## ANNEX I

### 2018 OAS-CISE 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 of Program	
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 ("GS/OAS") and the Construction Innovation and Sustainable Engineering Consortium at the Politecnico di Milan (hereinafter "CISE POLIMI"), for the Program of Study detailed above (hereinafter referred to as the "Scholarship"), and agrees to the terms and conditions set forth below:

#### 1. BENEFITS:

##### 1.1 The Scholarship benefits include:

- 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 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 The Scholarship Recipient is responsible for all other costs not specifically included in Article 1.1 above, including, but not limited to:

### **Onsite Program:**

- h) Tuition and enrollment fees of € 5.000.00 (approx. USD 5,625);
- i) Application fees;
- j) Cost of living expenses;
- k) Health insurance;
- l) Visa and immigration fees;
- m) Travel; and
- n) Any additional costs.

### **Online Program:**

- d) Tuition and enrollment fees of € 3.000.00 (approx. USD 3,375.00);
- e) Application fees; and
- f) Any additional costs.

- 2.2 The Scholarship Recipient is responsible for obtaining from other sources the financial resources necessary to cover costs associated with his/her participation in the Program that are not covered by the Scholarship.
- 2.3 Neither GS/OAS nor the 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. To the extent the Scholarship Recipient fails to fulfill her/his financial obligation with GS/OAS or the CISE POLIMI, Articles 6.1, 6.3 and 8.1 of these terms and conditions may apply.
- 2.4 The Scholarship Recipient is required to complete the Program of Study according to the time frames established by the CISE POLIMI.
- 2.5 This Scholarship is subject to the Scholarship Recipient complying with all of the obligations set forth in this Acceptance Form and the requirements of the Scholarship and the Program of Study, as set forth by the CISE POLIMI.
- 2.6 The 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 CISE POLIMI. 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.
- 2.7 The Scholarship Recipient shall participate in any orientation session required by the GS/OAS and/or the CISE POLIMI.

- 2.8 The Scholarship Recipient agrees to comply with the CISE POLIMI'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 of the GS/OAS and the CISE POLIMI. The CISE POLIMI has discretion to determine whether a Scholarship Recipient's conduct fails to meet the standards expected.
- 2.9 The Scholarship Recipient shall participate in the evaluation of the effectiveness of the Program of Study by completing and submitting a survey within three (3) months after the end of the Program of Study.
- 2.10 The Scholarship Recipient certifies that:
- a) He/she is not an employee, consultant, intern, or a relative of an employee, consultant, or intern of the GS/OAS, a staff member of a permanent mission to the OAS, nor does he/she have any other business or labor relationship with the GS/OAS, the OAS or the CISE POLIMI.
  - b) He/she is not on trial in a criminal court of any Member State of the Organization of the American States (OAS), and has never been convicted of a felony or of any crime involving dishonesty, fraud or theft in any Member State of the OAS.
- 2.11 Upon signature of this Scholarship Acceptance Form, the 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) Return this Scholarship Acceptance Form, signed, within five (5) days of its receipt.
  - d) Immediately notify the GS/OAS and University of any changes in the Scholarship Recipient's status regarding all of the requirements listed in this Article 2.

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

- 3.1 Scholarship Recipient may not 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 of such reasons immediately after learning or receiving notice of them to the Department of Human Development, Education and Employment (hereinafter "DHDEE") of the GS/OAS. Whether a reason is sufficiently compelling shall be left to the discretion of the GS/OAS.
- 3.2 In the event that the DHDEE concludes that the reasons stated by the Scholarship Recipient do not duly justify dropping out of the Program of Study, Scholarship Recipient shall directly repay any Scholarship funds received to the GS/OAS and/or the CISE POLIMI. Failure to do so will result in a ban on the Scholarship Recipient from consideration for any future GS/OAS, OAS or CISE POLIMI scholarships, and

shall constitute grounds for GS/OAS to pursue legal action pursuant to Articles 6.1, 6.3 and 8.1 below.

#### **4. NOTICE**

4.1 All communications and notifications under this Acceptance Form will be validly made when sent to the mail 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 the address, telephone, electronic mail, or emergency contact information indicated in this Acceptance Form.

#### **5. RESPONSIBILITY:**

5.1 The GS/OAS, the OAS, and the CISE POLIMI, and their respective 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, the OAS, and the CISE POLIMI, and their respective officers, employees, and/or agents are not responsible for the Scholarship Recipient's health, safety, or security at any time during his/her participation in the Scholarship and/or Program of Study.

#### **6. SCHOLARSHIP TERMINATION AND REPAYMENT**

6.1 At any time, and without 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, plus any additional costs incurred by the GS/OAS and/or CISE POLIMI in collecting any amount owed, including but not limited to attorney's fees and court costs.

6.2 Termination for cause shall require repayment by the Scholarship Recipient of any amount of the Scholarship that has already been paid, plus any additional costs incurred by the GS/OAS and/or the CISE POLIMI in collecting the amount owed, including but not limited to attorney's fees and court costs. Cause shall include, but is not limited to:

- a) Failure to comply with the applicable rules and procedures of the Program of Study and the regulations of the CISE POLIMI;
- b) Interruption or modification of the Program of Study or part of it without prior written approval by the GS/OAS and CISE POLIMI;
- c) Breach of any of these terms and conditions; or
- d) Dropping-out of the Program of Study after having received the Scholarship funds without compelling reason and proof thereof.

6.3 In the event that the Scholarship Recipient fails to comply promptly with any payment or repayment obligations to the GS/OAS and/or the CISE POLIMI, he/she authorizes the GS/OAS and/or the 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:**

- 7.1 Nothing in this Scholarship Acceptance Form shall constitute a waiver, express or implied, of the privileges and immunities of the OAS or of the GS/OAS, its personnel or its assets, in accordance with the Charter of the Organization of American States, 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. If a solution satisfactory to the Scholarship Recipient and the GS/OAS cannot be reached, then the Scholarship Recipient and the GS/OAS shall submit their differences to arbitration pursuant to the Arbitration Rules of the United Nations Commission on International Trade Law ("UNCITRAL") currently in effect. The place of arbitration shall be Washington D.C., U.S.A. The language in the proceedings shall be English, unless the Scholarship Recipient and the GS/OAS agree otherwise. The three arbitrators or, as the case may be, the one arbitrator shall decide the dispute as amiable compositeur or ex aequo et bono. The arbitrator's decision shall be final, binding, and not subject to appeal. The law applicable to this Scholarship Acceptance Form and the arbitration proceedings shall be the law of the District of Columbia, USA.

## **9. SCHOLARSHIP AGREEMENT AND DEADLINE OF ACCEPTANCE:**

- 9.1 This Acceptance Form constitutes the entire agreement between the GS/OAS and the Scholarship Recipient and no prior or later oral or written agreements shall be deemed valid, unless reduced to writing and signed by the Scholarship Recipient and the GS/OAS. Any understanding or agreement that is not included in this Acceptance Form shall be of no force or effect.
- 9.2 The Scholarship offer must be accepted by the Scholarship Recipient within 5 days of its receipt via electronic mail by returning this Acceptance Form completed and signed, to the following electronic address [scholarships@oas.org](mailto:scholarships@oas.org).

**Name of the Scholarship Recipient:**

**Signature of the Scholarship Recipient:**

**Date of Signature:**