

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

Classification: 41-2023

Entry Date: May 31, 2023

Name of the agreement: Supplementary agreement between the General Secretariat of the Organization of American States and Midwestern State University

Subject: Establish the terms and conditions for the co-sponsorship of scholarships between the GS/OAS and Midwestern State University under PAEC

Parties involved: GS/ Midwestern State University

Reference: Midwestern State University

Signature Date: May 11, 2023.

Start Date:

End Date:

Place of Signature: Wichita Falls, Texas; Washington, DC.

Unit in Charge: Department of Human Development, Education and Employment.

Person in Charge:

Closure of proceedings:

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**  
**MIDWESTERN STATE UNIVERSITY**

The Parties to this Supplementary 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 Midwestern State University (hereinafter “University” or “MWSU”), a public liberal arts university, located at 3410 Taft Blvd, Wichita Falls, Texas 76308, represented by Michael Mills, Interim Vice-President for Enrollment Management, who is authorized to sign this Agreement on behalf of the University,

Considering

That on May 6, 2008, 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 Organization of American States (“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 specified herein and the terms and conditions set forth in the Cooperation Agreement are made part of this Supplementary Agreement by reference;

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 remote, 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 MWSU is an internationally recognized academic institution that offers a variety of academic studies or certified training studies, and that MWSU 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 MWSU;

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 twenty (20) scholarships by the GS/OAS and MWSU under PAEC ("OAS-MWSU Scholarship") for the programs described under Article 2.1 below.
- 1.2 Recipients of all scholarships available pursuant to article 1.1 shall be hereinafter referred to as "Scholarship Recipient[s]".

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

- 2.1 MWSU shall offer undergraduate and graduate programs ("Program[s]") for students selected to receive an OAS-MWSU Scholarship. The Program(s), its/their duration, and other details are set forth below:

**Table A. Programs Available for Scholarship Recipients**

Program	Modality	Language	Duration	Tuition cost per year	Start and End Dates of Program in Academic Year	URL
Undergraduate	Onsite	English	1-4 years	Annual Cost estimate: \$22,910	Academic year starting August - May; or January -May	<a href="#">Link</a>
Graduate	Onsite	English	1-4 years	Annual Cost estimate: \$14,766	Academic year starting August - May; or January -May	<a href="#">Link</a>

**ARTICLE III  
APPLICATION REQUIREMENTS**

- 3.1 In order to qualify for a OAS-MWSU Scholarship, applicants must:
- a) Meet all of the University requirements for admission to at least one of the Programs identified in Article 2.1;
  - b) Apply through the University to any of the Programs identified in Article 2.1 by May or October each year;
  - c) Receive an offer of admission from the University for any of the Programs identified in Article 2.1;
  - d) Apply for the OAS-MWSU Scholarship through the application link provided in the announcement published on the DHDEE’s website and satisfy the selection criteria set out by GS/OAS by May or October each year; and
  - e) Receive an offer for the OAS-MWSU Scholarship from the GS/OAS.

**ARTICLE IV  
THE OAS-MWSU SCHOLARSHIP**

- 4.1 The University shall offer in-state tuition and fees, approximately USD \$10,500 for undergraduate programs and approximately USD \$7,500 for graduate programs, to twenty (20) Scholarship Recipients and 40% of the published rate for the university’s lowest priced residence hall, including summer housing for the first year on campus. The Scholarship Recipients can still earn additional scholarships to further reduce their tuition via superior SAT scores or transfer GPAs from other colleges or universities. The benefit of in-state rates in years 2 through 4 of the Program is renewable subject to a 3.0 GPA requirement.

- 4.2 The GS/OAS shall 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.
- 4.3 Scholarship Recipients of Bahamian citizenship may qualify to receive additional funding, up to USD 7,500 per year and a one-time stipend of USD 1,000, from the Government of the Commonwealth of The Bahamas, through the OAS-Government of the Commonwealth of The Bahamas Scholarship Program. In connection with any Scholarship Recipient who also receives the OAS-Government of the Commonwealth of The Bahamas Scholarship, the University agrees to the "Host Institution Terms and Conditions", attached herein as Annex I.
- 4.4 Scholarship Recipients of Bahamian citizenship who wish to apply to the OAS-Government of the Commonwealth of The Bahamas Scholarship Program can only pursue the Programs listed as priority areas for the OAS-Government of the Commonwealth of The Bahamas Scholarship Program, attached hereto as Annex II.
- 4.5 Scholarship Recipients of Bahamian citizenship who receive funds through the OAS-Government of the Commonwealth of the Bahamas Scholarship Program must maintain a minimum GPA of 3.0 on a 4.0 scale to maintain the OAS-Government of the Commonwealth of The Bahamas Scholarship, in addition to all requirements of the OAS-MWSU Scholarship.

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

- 5.1 Neither the University 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 OAS-MWSU Scholarships shall indicate that expenses not listed in this Agreement are the sole and exclusive responsibility of Scholarship Recipients and as set forth in the OAS-MWSU Scholarship Acceptance Form, attached hereto as Annex III, including, but not limited to:
  - a) remaining tuition cost,
  - b) application fees,
  - c) housing costs,
  - d) meal plans,
  - e) round trip airfare,
  - f) health insurance,
  - g) books and study materials,
  - h) orientation fees, and
  - i) any additional charges not expressly covered by the OAS-MWSU Scholarship.
- 5.2 Neither the University nor the GS/OAS is 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 OAS-MWSU Scholarship in the country of origin of the Scholarship Recipient or any potential employer.
- 5.4 The GS/OAS shall provide the University with detailed descriptions of the OAS-MWSU Scholarship's selection criteria.
- 5.5 The University and the GS/OAS shall jointly select candidates to receive the OAS-MWSU Scholarship, and the GS/OAS shall send them a Scholarship Acceptance Form (See Annex III) that they must sign and return to 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 University 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 University policies, provisions, and general practices.
- 5.8 The University shall be responsible for immediately notifying the DHDEE in the event the Scholarship Recipient: (i) terminates his/her/their studies at the University for any reason; (ii) does not attend 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) has been arrested for violation of any laws that are applicable to the Scholarship Recipient at the time of the Program; (vi) has been disciplined and/or placed on probation by the University; (vii) has been expelled by the University; (viii) has died; (ix) has failed to appear at the University or on the University's online portal in order to start the Program; or (x) for any other reason, is no longer enrolled at the University, all in accordance with the consent form signed by the Scholarship Recipient.
- 5.9 The University 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 University shall provide each Scholarship Recipient her/his/their degree or certificate within 6-8 weeks after successfully completing the Program.
- 5.11 The University shall promote and disseminate information about the Leo Rowe Fund interest-free student loan program for studies in the United States for students from Latin America and the Caribbean (information is available [here](#).)<sup>1</sup>

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<sup>1</sup> 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.

**ARTICLE VI  
INTELLECTUAL PROPERTY**

- 6.1 The University represents and warrants that it holds or has obtained the necessary permission to use all copyrighted 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 OAS-MWSU Scholarship or this Agreement, 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 copyright infringement related to the materials used by the University in its Programs, then the University 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 The GS/OAS area responsible for coordinating GS/OAS activities under this Agreement is DHDEE, and the Coordinator is Jesus Schucry Giacoman Zapata, DHDEE Director. Notifications and communications should be directed to the Coordinator at the following address, telephone number, and e-mail address:

Jesus Schucry Giacoman 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: [jgiacoman@oas.org](mailto:jgiacoman@oas.org) and [scholarships@oas.org](mailto:scholarships@oas.org)

- 8.2 The person responsible for coordinating activities under this Agreement for the University is Seth Skelton, Senior Associate Director, Global Education Office.

Notifications and communications shall be directed to the Coordinator at the following address, telephone number, and e-mail address:

Seth Skelton  
Senior Associate Director  
Global Education Office  
Midwestern State University  
3410 Taft Blvd, Wichita Falls, TX 76308, USA  
Tel.: 940-397-4917  
[Seth.skelton@msutexas.edu](mailto:Seth.skelton@msutexas.edu)

- 8.3 All communications and notifications arising from this Agreement shall be valid only if forwarded by 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 or the GS/OAS, its personnel and its assets pursuant to the following provisions and instruments ratified by the Government of the United States of America: Articles 133, 134 and 136 of the OAS Charter, whose instrument of ratification was deposited by the Government of the United States of America the 19 of June of 1951; the International Organizations Immunities Act (22 U.S.C. §§ 288 et seq.); and the Headquarters Agreement Between the Organization of American States and the Government of the United States of America, signed the 14 of May of 1992.



**ARTICLE X  
DISPUTE RESOLUTION**

- 10.1 Any dispute or complaint that may arise in conjunction with the application or interpretation of this 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 the University 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 11.4 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 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.
- 11.5 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 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.

**Date:** 2023-05-02

**FOR MIDWESTERN STATE  
UNIVERSITY**



**Michael Mills**  
Interim Vice President for Enrollment  
Management  
Midwestern State University

**Place:** Wichita Falls, TX

**Date:** 05/11/2023

## ANNEX I

### HOST INSTITUTION TERMS AND CONDITIONS

**Host Institutions shall:**

1. Prepare and issue F1 or J1 visa forms (certificate of eligibility for J-1 exchange visitor visa status) to all Scholarship Recipients who are studying in the United States and their dependents.
2. Provide Scholarship Recipients with information regarding health insurance plans, and they may assist Scholarship Recipients with the enrollment process, provided that the Host Institution's plan includes benefits such as emergency medical evacuation, repatriation of mortal remains, Emergency Reunion, Accidental Death & Dismemberment, as required for international students. If the Host Institution's plans do not include these benefits, the Scholarship Recipient is responsible for finding an appropriate plan.
3. Inform the GS/OAS of Scholarship Recipients' employment status during the OAS-MWSU Scholarship period, which will be forwarded to the Government of the Commonwealth of The Bahamas by the GS/OAS, attaching the following:
  - a. Academic advisor's statement that work-hours will not interfere with academic commitments or affect academic performance; and
  - b. Description of employment offer, including name of institution/company, location, and functions to be performed.
4. Refer all matters relating to Scholarship Recipient requests for extensions of study beyond the Program of Study's full-time study term period, or to extend their stay at the University, and matters relating to the suspension or termination of their participation in the Program of Study through the GS/OAS for a decision by Government of the Commonwealth of The Bahamas.
5. Report on the academic progress of each Scholarship Recipient and present reports twice a year to the GS/OAS, including comments from the Scholarship Recipient's academic advisors. These reports shall be submitted to the GS/OAS by the end of January for the previous Summer/Fall period, typically July-December, and by the end of July for the previous Spring period, typically January-June, of each year.
6. At the end of each academic year, provide copies of all official transcripts and reports on Scholarship Recipients, highlighting, in particular, cases displaying a Scholarship Recipient's weak academic performance, academic dishonesty, or any risk of academic failure.

## ANNEX II

### PRIORITY ACADEMIC AND TECHNICAL AREAS OF THE MINISTRY OF EDUCATION, SCIENCE AND TECHNOLOGY OF THE COMMONWEALTH OF THE BAHAMAS

#### Academic Priority Areas

Certifications (minimum of 6 months), Diploma/Associate Degree, Bachelor's Degree, Master's Degree or Doctoral Degree

**1. Aviation:**

Aviation Studies | Airport Management

**2. Social Sciences / Humanities**

Applied Behavioral Analysis | Anthropology | Archival Management | Archival Materials & Processing | Counseling (Specialized Fields) | Foreign Languages | Gerontology | Mental Health Counseling | Psychology | Social Work | Speech Therapy/Pathology | Youth Development & Studies | Criminal Justice (Police Officers Only) | Policy Development | History/Heritage Management/ Afro-Caribbean Studies | Communications

**3. Tourism and Hospitality**

Hospitality Studies | Hotel Management | Tourism Marketing Specialists | Food Service Management/Food System | Entertainment & Recreation Management | Personal Service Management Tourism and Development

**4. Engineering / Construction**

Construction Management | Quantity Surveying | Architecture | Engineering Specialization: (Architectural, Agricultural, Civil, Mechanical, Industrial, Marine, Environmental, Automotive, Manufacturing, Renewable Energy)

**5. Business Studies**

Actuarial Science | Business Analytics | Conservation Management | Entrepreneurial Studies | Financial Services | Human Resources management | Marketing & Marketing Research | Public Administration | Project Management | Urban Development & Planning | International Relations | Hazardous Material and Waste Management | Taxation | Economics | International Business | Supply Chain Management | Procurement | Change Management

**6. Education**

Special Education | Counseling | Mathematics | Sciences (For current and prospective teachers only) | English Language | Library Science

**7. Natural Sciences**

Forensic Science | Marine Studies | Mathematics | Meteorology | Renewable Energy (Hydroelectricity, Solar, Geothermal, Biomass, Wind, Fossil Fuel & Nuclear) | Soil and Plant Science | Agriculture | Horticulture | Environmental Studies | Environmental Restoration | Environmental Toxicology | Climate change Analysis | Water and Waste Management | Marine Mammal Veterinary Studies | Biology, Chemistry & Physics (Research Only) | Health Informatics | Bioinformatics | Cytotechnology

**8. Arts**

Theatrical Performance | Fine Artists (Painters, sculptors, illustrators) | Set/Exhibit Designers (Technical) | Dance | Media Arts | Music | Fashion Design

**9. Health and Allied Health Care**

Audiology | Pharmacy/Pharmaceutical Studies | Occupational Therapy | Physical Therapy | Public Health Administration | Nursing Specializations (Emergency Room, Operating Room, Intensive Care Unit, Maternity, Psychiatric, Community, Acute & Education) | Health Education Specialist | Dietetics & Nutrition

**10. Technology**

Computer Studies & Information Systems | Information Technology | Information Technology Security | Cybersecurity | Software Development | Cloud Engineering | App Development | Coding

**11. Land Development and Real Estate**

Land Management | Land Surveying: (Cadastral, Topography, Photogrammetry, Cartography, Engineering, Hydrography) • Planning and Development (Urban and Rural) | Valuation Surveying | Geographic Information Systems Management

**Technical Priority Areas**

Certifications (minimum of 6 months), Diploma/Associate Degree, Bachelor's Degree.

**1. Technical Courses of Studies**

Agriculture | Allied Health Care and Technology | Auto Mechanics | Aviation Mechanics | Computer Service Technology | Culinary Arts | Dental Hygiene | Diesel Mechanics | Disaster Recovery & Management | Environmental Technicians | Electronic Technology | Emergency Medical Services | Fire & safety protection Management | Fisheries Technology | Heavy Equipment Operation | Horticulture & Fisheries Technology | Marine Mechanics | Medical Equipment Management/Repairs | Medical Technology | Respiratory Technology | Radiologic Technology | Radiology | Search & Rescue | Surgical Technology | Laboratory Technology | Occupational Health & Safety Technician | Mortuary Studies | Customer Service Specialization | Print Technology Management | Medical Coding | Insurance Coding | Automated Teller Machine Technology | Air Conditioning and Refrigeration | Building Inspection | Carpentry | Construction Management | Construction Technology | Dry Wall Installation | Masonry | Plumbing | Roofing | Steel Fabrication | Tiling | Textiles & Garment Construction | Welding | Asphalt Paving

**ANNEX III**

**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> )	Click or tap here to enter text.
Country of citizenship	Click or tap here to enter text.
Passport number	Click or tap here to enter text.
Country of issue	Click or tap here to enter text.
Address	Click or tap here to enter text.
Telephone	Click or tap here to enter text.
Email address	Click or tap here to enter text.
Emergency contact	Click or tap here to enter text.
Emergency contact's telephone	Click or tap here to enter text.
Program of Study	
Name	Click or tap here to enter text.
Academic Institution	Midwestern State University
Dates	Click or tap here to enter text.
Country of Study / Modality	Onsite, United States

I, **Click or tap here to enter text.** (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 Midwestern State University (hereinafter "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:**

a) Shall receive a [\*\*\*\*\*] of the annual tuition cost for the duration of the Program of Study.

**1.2 The GS/OAS and University 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:
- a) remaining tuition cost,
  - b) application fees,
  - c) housing costs,
  - d) meal plans,
  - e) round trip airfare;
  - f) University fees,
  - g) health insurance,
  - h) orientation fees,
  - i) books and study materials, and
  - j) any additional charges not paid for by or through the 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 University 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 University 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 University 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/their 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, 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 University to disclose to the GS/OAS for the purpose of populating a database of scholarship recipients maintained by the GS/OAS, his/her/their demographic information including, without limitation, his/her/their 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 University.
- 2.9 Scholarship Recipient agrees to comply with University'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. University 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/they 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 Partnerships Program for Education and Training Scholarship Program ("PAEC") when contacted to do so by the GS/OAS.
- 2.12 Scholarship Recipient certifies that:
- a) He/she/they is not an employee, consultant, intern, or a relative of an employee, consultant, or intern of the GS/OAS, nor does he/she/they have any other business or labor relationship with the GS/OAS, OAS, or University.
  - b) He/she/they is not on trial in a criminal court of any jurisdiction; further, Scholarship Recipient warrants that he/she/they 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/their 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 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 receipt.
  - 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 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 University 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 University 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 will be validly made when sent to the mailing address 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 address, telephone, electronic mail, or emergency contact information indicated in this Scholarship Acceptance Form.

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

5.1 GS/OAS, University, 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, 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, for 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 (including via a waiver of charges), plus any additional costs incurred by GS/OAS and/or University 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/their country of nationality within sixty (60) days upon completion of the Program of Study, unless he/she/they 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 University to report the amount of those unsatisfied obligations and related information to any credit reporting company or credit bureau, regardless of his/her/their location or country.

**7. GS/OAS 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 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: Click or tap here to enter text.

Signature of the Scholarship Recipient: Click or tap here to enter text.

Date of Signature: Click or tap here to enter text.