

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

Clasificación:  
Classification: 44-2022.  
Classifacation:  
Classificação:

Fecha de Ingreso:  
Entry Date: June 30, 2022.  
Date d'entrée:  
Data de Admissão:

Nombre del Acuerdo:  
Name of the agreement: Scholarship agreement between the General Secretariat of the Organization of American States and the Government of the Commonwealth of the Bahamas for the OAS-Government of the Commonwealth of the Bahamas Scholarship Program.

Nom de l'accord:

Nom de l'accord:

Nome do Acordo:

Materia:  
Subject: Establish terms and conditions for the cooperation between the parties in order to provide access to quality education and human development through the OAS-Government of the Commonwealth of the Bahamas Scholarship Program.

Materia:

Partes:  
Parties involved: GS/ Bahamas  
Parties:  
Partes:

Referencia:  
Reference : Bahamas  
Référence:  
Referência:



**SCHOLARSHIP AGREEMENT**

**BETWEEN**

**THE GENERAL SECRETARIAT OF THE  
ORGANIZATION OF AMERICAN STATES,  
THROUGH THE DEPARTMENT OF HUMAN  
DEVELOPMENT, EDUCATION AND  
EMPLOYMENT,**

**AND**

**THE GOVERNMENT OF THE COMMONWEALTH  
OF THE BAHAMAS,  
THROUGH THE MINISTRY OF EDUCATION AND  
TECHNICAL AND VOCATIONAL TRAINING,**

**FOR**

**THE OAS-GOVERNMENT OF THE  
COMMONWEALTH OF THE BAHAMAS  
SCHOLARSHIP PROGRAM**

**THIS SCHOLARSHIP AGREEMENT** ("this Agreement") is made between **THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES** ("GS/OAS"), a public international organization, with Headquarters situated at 1889 F Street, NW, Washington, DC 20006, United States, through its Department of Human Development, Education and Employment ("DHDEE"), represented by Kim Osborne, Executive Secretary for Integral Development, which expression shall where the context so admits include her successors in office and lawful assigns of the one part;

**AND**

**THE MINISTRY OF EDUCATION AND TECHNICAL AND VOCATIONAL TRAINING** (hereinafter called "**The Ministry**") represented by the Minister for Education, and Technical and Vocational Training, the Honourable Glenys Hanna Martin who is authorized to sign this Agreement on behalf of the Government of the Commonwealth of The Bahamas and which expression shall where the context so admits include her successors in office and lawful assigns of the other part.

The above named shall collectively be referred to as the "Parties".

## **RECITALS**

### **WHEREAS:**

- A. On February 8, 2017 the Parties signed a Cooperation Agreement ("the Agreement") to "strengthen education and human development in The Bahamas" (Article I of the Agreement);
- B. Pursuant to Article 3.1.1 of the Agreement, the Parties agreed to create the OAS-Government of the Commonwealth of The Bahamas Scholarship Program to offer Bahamian students access to University Programs of the GS/OAS, and this Agreement is signed pursuant to Article 3.3 of that Agreement;
- C. The terms, spirit, programmatic and juridical framework of the Agreement apply to this Agreement, unless otherwise specified herein;
- D. The Ministry seeks to provide access to quality education to its citizens and continues its desire to collaborate with the GS/OAS in its Scholarship and Training Programs;
- E. 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

- F. The GS/OAS is the central and permanent organ of the Organization of American States ("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).

**NOW THEREFORE**, in consideration of the agreements and obligations set forth herein, the Parties agree to the following:

## **ARTICLE I OBJECTIVE, SCOPE AND TERM**

- 1.1. The purpose of this Agreement is to establish the terms and conditions for the cooperation between the Parties in order to provide access to quality education and human development through the creation of a specific OAS-Government of the Commonwealth of The Bahamas Scholarship Program ("Program").
- 1.2. This Agreement shall be for a term of four (4) years, commencing on the execution of this Agreement unless terminated earlier upon Notice by either Party or extended upon the mutual agreement of the Parties.

## **ARTICLE II DEFINITION OF TERMS**

For the purposes of this Agreement and its attached Annexes, the following definitions apply:

- 2.1. **Scholarship:** A grant extended through the Program by the Ministry for the purpose of furthering the education of selected Bahamian students at a college or university that participates in GS/OAS education programs and is located in an OAS Member State or Permanent Observer Country. The Scholarship may include the waiver of school tuition or fees.
- 2.2. **Host Institution or place of study:** The colleges, universities, academic and educational institutions or research facilities that participate in GS/OAS education programs and agree to the provisions of the Program.
- 2.3. **Scholarship Awardee:** An applicant who has been awarded a Scholarship.
- 2.4. **Scholarship Recipient:** A Scholarship Awardee who has accepted a Scholarship, in accordance with the terms of the Program.
- 2.5. **Scholarship Contract:** An Agreement between the Ministry and each Scholarship Recipient. The Scholarship Contract outlines the terms, conditions, and limitations of the Scholarship.

- 2.6. **Scholarship Acceptance Form:** An Agreement between the GS/OAS and each Scholarship Recipient. The Scholarship Acceptance Form outlines the terms, conditions, and limitations of the Scholarship.
- 2.7. **Academic Program of Study:** The academic program to which the applicant applies and is accepted, and in which the Scholarship Recipient is ultimately enrolled while studying at the Host Institution. The eligible Academic Programs of Study are listed in Annex I and include technical studies, certificates, undergraduate and graduate degrees.
- 2.8. **Academic Program Period:** The period of time that it takes to complete the Academic Program of Study in which the Scholarship Recipient is enrolled.
- 2.9. **OAS Consortium of Universities:** Academic institutions in OAS Member States with which the GS/OAS has signed cooperation Agreements that establish scholarship activities and programs.
- 2.10. **OAS Partnerships Program for Education and Training:** A GS/OAS program that taps into and makes available to qualifying students in OAS Member States, scholarships, tuition waivers, and other funded educational opportunities offered by governments and educational institutions around the world.

### **ARTICLE III THE PROGRAM**

- 3.1. The Program shall offer Scholarships for the completion of technical studies, certificates, undergraduate and graduate degrees (i.e., Academic Programs of Study) at colleges and universities identified by the GS/OAS and the Ministry in OAS Member States and Permanent Observer Countries. The Program shall be administered by the Ministry to provide qualified citizens of The Bahamas opportunities for higher education in priority areas of study. The Scholarships of the Program are partially funded by the Ministry, the OAS Scholarship and Training Program, through the OAS Partnerships Program for Education and Training, and/or co-sponsored by other Host Institutions through tuition discounts and other concessions.
- 3.2. The Ministry shall grant up to fifteen (15) Scholarships to citizens of The Bahamas through the Program.
- 3.3. To qualify for the Program, candidates must apply for:
  - 3.3.1. their desired Academic Program of Study, in conformity with the programs listed in Annex I;
  - 3.3.2. the OAS Scholarship, which includes providing proof of admission to one of the programs and institutions participating in the Program; the application

deadline for the OAS Scholarship will vary based on the Host Institution and Academic Program of Study selected by the applicant; and

- 3.3.3. the Government Scholarship, which includes providing proof of admission to one of the programs and institutions participating in the Program; the application deadline for the Government Scholarship will vary based on the Host Institution and Academic Program of Study selected by the applicant.
- 3.4. Candidates who are admitted into their Academic Program of Study and selected for the Program shall become Scholarship Awardees, who will then be required to sign a Scholarship Contract, with the Ministry, and an OAS Scholarship Acceptance Form, with the GS/OAS, in order to become Scholarship Recipients.
- 3.5. Scholarship Recipients must maintain a minimum GPA of 3.0 per semester in his/her chosen field of study. Scholarship Recipients who fail to maintain the minimum GPA shall be responsible to the GS/OAS and Ministry for repayment of the Scholarship, unless the GS/OAS and the Ministry agree in writing to a different arrangement with respect to a particular Scholarship Recipient.
- 3.6. Scholarship Recipients who maintain the required minimum GPA stated in Article 3.5. are eligible to apply for additional funding directly to the Ministry alone for a maximum of four (4) consecutive years, either to continue their selected Academic Program of Study or, after successfully completing their selected Academic Program of Study, to pursue a new Academic Program of Study. The OAS Scholarship is a one-time award per Scholarship Recipient and may not be renewed.

#### **ARTICLE IV THE SCHOLARSHIP**

- 4.1. The Ministry shall award each Scholarship Recipient a grant of up to USD \$7,500 under the Program, for a maximum of USD \$112,500 per year. Scholarship Recipients who meet the criteria established in Article 3.5 may apply for another grant directly with the Ministry, in conformity with the conditions stated in Article 3.6. No Scholarship Recipient shall receive from the Ministry more than USD \$30,000 in funds over the course of a four-year period. The funds awarded to Scholarship Recipients, where applicable, can be used to cover expenses including, but not limited to: round trip airfare, tuition and fees, subsistence allowance, book allowance, and health insurance. The Ministry will provide the funds directly to the Host Institutions upon receipt of the Scholarship Recipients' signed Scholarship Contract. Once all school fees are paid, Host Institutions shall have discretion to give the remaining balance of such funds directly to Scholarship Recipients.
- 4.2. The GS/OAS shall award each Scholarship Recipient a one-time Scholarship of USD \$1,000 under the Program, for a maximum of USD \$15,000 in Scholarships per year. The funds awarded to Scholarship Recipients can be used to cover expenses including, but not limited to: round trip airfare, tuition and fees, subsistence allowance, book

allowance, and health insurance. The GS/OAS shall provide these scholarship funds directly to the Ministry.

- 4.3. The GS/OAS will recruit its partner university and education programs to participate in the Program and negotiate with them cost-sharing arrangements.
- 4.4. For purposes of application procedures, selection and recruitment of candidates, etc., the Program will be governed by the "OAS Manual of Procedures for the Scholarship and Training Program", please see the following hyperlink for more information: <http://www.oas.org/en/scholarships/ManualofProcedures.pdf>

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

- 5.1. The GS/OAS and the Ministry shall share responsibility for the overall administration of the Program under the terms and for the period of validity of this Agreement, as stated in Article 10.1. The Parties shall comply with the activities and responsibilities established in Annex II and titled "Administration of the OAS-Government of the Commonwealth of The Bahamas Scholarship Program."
- 5.2. The GS/OAS shall offer in-kind services such as: promotion of the Program, recruitment of qualified candidates, review and technical evaluation of applications, and the monitoring and evaluation of Scholarship Recipients.
- 5.3. The GS/OAS is not responsible for the safety and security of Scholarship Recipients at any time.
- 5.4. The GS/OAS shall make a one-time payment per year under the Program to the Ministry pursuant to Article 4.2 (above), of up to USD \$15,000, within thirty (30) days of receiving the corresponding invoice from the Ministry. The payment shall be made as per instructions subsequently received by the Ministry's duly appointed Representative.
  - 5.4.1. To receive this payment, the Ministry shall submit the respective invoice to the GS/OAS through the DHDEE, with electronic copies to Nichole Duncan at [nduncan@oas.org](mailto:nduncan@oas.org) and Yurismay Flores of the SEDI AMS at [yflores@oas.org](mailto:yflores@oas.org). Payment will be submitted based on the number of applicants that have received and accepted the Scholarship by the corresponding deadline.
  - 5.4.2. The Ministry shall bear any and all costs associated with the bank transfer of the payment. Neither Party shall be responsible for currency devaluation of Scholarship funds sent in US dollars to the Scholarship Recipients.
- 5.5. The Ministry shall recruit qualified candidates, conduct the final selection of applications, and communicate the results to the GS/OAS then announce the names

of Scholarship Awardees on the OAS Scholarship website, and follow-up with the Scholarship Awardees accordingly.

- 5.6. The Ministry shall reimburse the GS/OAS the full amount of USD \$1,000 per Scholarship Recipient for any Scholarship Recipient who does not begin his/her Academic Program of Study at their respective Host Institution, as stated in the Scholarship Contract and OAS Scholarship Acceptance Form.
- 5.7. Neither Party shall assume responsibility for the acceptance of the certificate or degree obtained through the Program in the country of origin of the Scholarship Recipient.
- 5.8. Without prejudice to Scholarships to be awarded pursuant to Article IV above, neither Party shall be liable for the debt or financial obligations of any Scholarship Recipient.

## ARTICLE VI COORDINATION AND NOTIFICATIONS

- 6.1. The GS/OAS area with responsibility for coordinating GS/OAS activities under this Agreement is Jesus Schucry Giacoman Zapata, Director of the Department of Human Development, Education and Employment at the following address 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: [jgiacomano@oas.org](mailto:jgiacomano@oas.org) and [scholarships@oas.org](mailto:scholarships@oas.org)

- 6.2. The person responsible for coordinating cooperation activities under this Agreement for the Ministry is Mrs. Chilean Burrows. Notifications and communications shall be forwarded to the Coordinator at the following address, fax number, and e-mail address:

Chilean Burrows  
Deputy Permanent Secretary (Actg.)  
Scholarship and Educational Loan Division  
Ministry of Education  
Nassau, Bahamas  
Tel.: (242) 502-9029/25  
E-mail: [chileanburrows@bahamas.gov.bs](mailto:chileanburrows@bahamas.gov.bs)



- 6.3. 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 6.1. and 6.2. 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.
- 6.4. Either Party may change the area of responsibility, designated Coordinator, address, telephone number, fax number, and/or e-mail address indicated herein, by notifying the other Party in writing.

#### **ARTICLE VII PRIVILEGES AND IMMUNITIES**

- 7.1. The Parties mutually recognize the privileges and immunities they enjoy by virtue of the relevant Agreements and laws on the subject and general principles and practices of international law.

#### **ARTICLE VIII DISPUTE RESOLUTION**

- 8.1. Any dispute or complaint that may arise in conjunction with the application or interpretation of this Scholarship 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") 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 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.
- 8.2. The law applicable to the arbitration proceedings and to this Agreement shall be the law of the District of Columbia, USA.

#### **ARTICLE IX CONFIDENTIAL INFORMATION**

- 9.1. All information which is marked as "confidential" or "proprietary" shall be Confidential Information and shall have a secret and confidential nature. Orally disclosed information shall not be considered as Confidential Information, unless it is reduced in writing and marked as "confidential" within thirty (30) days after its disclosure. Information which is not identified as "confidential" or "proprietary" shall nevertheless be treated as Confidential Information if the receiving Party knows or

should reasonably be expected to know about the secret and confidential nature of such information. In the case of materials which cannot be themselves marked, then such materials shall be accompanied by a written statement clearly describing the materials in question and identifying them as being "Confidential".

- 9.2. The receiving Party accepts the disclosing Party's Confidential Information with the sole objective of the execution of the Agreement ("Objective"). The receiving Party shall not (i) use the disclosing Party's Confidential Information for any purpose other than the Objective, (ii) nor publish or disclose the disclosing Party's Confidential Information to any third party without the written prior consent of the disclosing Party.
- 9.3. The confidentiality obligation as set out in Article 9.1 of this Agreement shall remain valid for the duration of this Agreement until three (3) years after the termination of this Agreement.

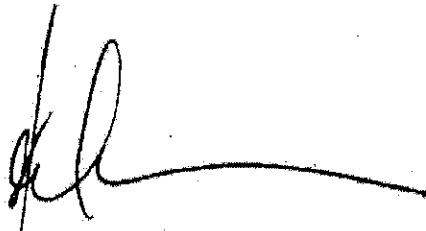
#### **ARTICLE X GENERAL PROVISIONS**

- 10.1. This Agreement shall enter into force on the date of last signature by the authorized representatives of the Parties. In any event, Scholarship Recipients who are admitted into an Academic Program of Study that takes up to four (4) years to complete, may remain in the Program to receive their certificate or degree, despite the period of validity stated herein, and may apply for additional funding directly with the Ministry, in accordance with the terms established in Article III above.
- 10.2. This Agreement is subject to amendment and modification, depending on the availability of funds, willingness, and Agreement of both Parties. The Parties may modify this Agreement by means of a written document signed by the duly authorized representatives of both, dated, and attached hereto.
- 10.3. This 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 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 the Program or have been officially notified of their selection as Scholarship Recipients for the academic years of their selected Academic Program of Study.
- 10.4. Articles VII, VIII, and X shall survive the expiry or the 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**

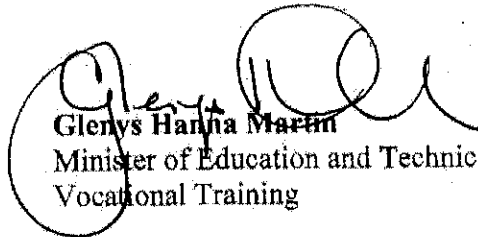
**FOR THE MINISTRY OF  
EDUCATION AND TECHNICAL AND  
VOCATIONAL TRAINING**



**Kim Osborne**  
Executive Secretary for Integral  
Development (SEDI)

**Date:** 9/1/2022

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



**Glenys Hanna Martin**  
Minister of Education and Technical and  
Vocational Training

**Date:** 16/9/22

**Place:** New Providence,  
Bahamas.

**Attachments**

- ANNEX I: PRIORITY ACADEMIC AND TECHNICAL AREAS OF THE  
MINISTRY OF EDUCATION AND TECHNICAL AND VOCATIONAL  
TRAINING OF THE COMMONWEALTH OF THE BAHAMAS
- ANNEX II: ADMINISTRATION OF OAS-GOVERNMENT OF THE  
COMMONWEALTH OF THE BAHAMAS SCHOLARSHIP PROGRAM.
- ANNEX III: SAMPLE OF OAS SCHOLARSHIP ACCEPTANCE FORM

**ANNEX I**

**PRIORITY ACADEMIC AND TECHNICAL AREAS OF THE MINISTRY OF  
EDUCATION AND TECHNICAL AND VOCATIONAL TRAINING OF THE  
COMMONWEALTH OF THE BAHAMAS**

<b>ACADEMIC AREAS</b>	<b>TECHNICAL AREAS</b>
Public Administration and Policy (main priority)	Air Conditioning & Refrigeration
Actuarial Science	Auto Mechanics
Agricultural Studies	Aviation Mechanics
Airport Management	Aviation Studies
Anthropology	Building Inspection
Architecture	Carpentry
Archival Management	Construction Technology
Archival Materials Processing	Dental Hygiene
Conservation Management	Diesel Mechanics
Construction Management	Disaster Recovery
Engineering	Dry Wall
Fine Arts	Electronic Technology
Foreign Languages	Emergency Medical Services
Geographic Information Systems	Fire & Safety Protection / Management
Heritage Management	Laboratory Technology
Hospitality Studies	Masonry
Hotel Management	Medical Equipment Repair & Maintenance
Land Surveying	Medical Technology
Marine Studies	Occupational Therapy
Performing Arts	Physical Therapy
Pharmacy	Plumbing
Project Management	Respiratory Technology
Psychology - Post Graduate ONLY	Roofing
Quantity Surveying	Steel Fabrication
Social Work - Post Graduate ONLY	Surgical Technology
Speech Pathology	Tiling
Tourism & Development	Welding
Urban Development/Planning	
Water Management/Distribution	

## ANNEX II

### ADMINISTRATION OF THE OAS-GOVERNMENT OF THE COMMONWEALTH OF THE BAHAMAS SCHOLARSHIP PROGRAM

#### Responsibilities Regarding the Administration of the Program

##### The GS/OAS shall:

1. Identify programs of study at tertiary education institutions in English that are online, onsite, or blended modalities, taking into consideration the priority areas listed in Annex I.
2. Present for the Ministry's consideration the list of tertiary education institutions that will be participating in the Program, each year.
3. Negotiate with selected tertiary education institutions, as necessary for the successful execution of the Program, and sign new cooperation Agreements with these institutions, if required.
4. Evaluate applications and present list of recommended candidates for consideration by the Ministry.
5. Once the Ministry has selected candidates, announce results on the OAS Scholarship website and follow-up with Scholarship Awardees.
6. Transfer OAS scholarship funds to Ministry for disbursement to Scholarship Recipients.
7. GS/OAS shall receive reports on each Scholarship Recipient from their Host Institution twice a year, and then timely present them to the Ministry no later than the end of February for the previous Summer/Fall period, typically July-December, and the end of August for the previous Spring period, typically January-June, of each year under this Agreement.
8. In connection with Scholarship Recipients:
  - a. Verify that all Scholarship Recipients are enrolled as full-time students at their Host Institutions. The GS/OAS shall request confirmation of status from the Scholarship Recipients' academic advisors.
  - b. Answer questions related to the OAS Scholarship, and direct Scholarship Recipients to contacts at Host Institutions for questions regarding the Academic Program of Study, visas, travel, health insurance and other university scholarship benefits.

- c. Upon completion of the Academic Program of Study, request from the Host Institution's advisor a written notification indicating that the Scholarship Recipient successfully completed the Program and submit that documentation to the Ministry.
  - d. Communicate with Host Institutions to verify the continued residence in the country of study of Scholarship Recipients, if applicable, and compliance with OAS rules and regulations of the Program.
  - e. Offer information, advice, and support, as requested.
  - f. Notify the Ministry immediately of any suspected or known violation by Scholarship Recipients of any of the terms and conditions stated in the OAS Scholarship Acceptance Form.
  - g. Inform the Ministry of any Scholarship Recipient who is not replying to e-mails regarding matters pertaining to the Program.
9. When each Academic Program of Study ends:
- a. Provide the Ministry final reports and transcripts including comments from the Scholarship Recipient's academic advisor, if any, awards received from the Host Institutions, responses to survey questions, etc.
  - b. Provide the Ministry with verification from Host Institution that Scholarship Recipients are in good academic standing and obtained the minimum GPA requirement.
  - c. Prior to completion of the Academic Program of Study, remind all Scholarship Recipients to submit to the GS/OAS their required final report within three (3) months after completion of their Academic Program of Study.
  - d. Provide the Ministry with a copy of each Scholarship Recipient's GS/OAS completed survey.

**The Ministry shall:**

- 1. Determine the areas of study, the institutions, and degree levels to be targeted each year. In this regard:
  - a. Establish the training needs and the priority areas of the Government of The Bahamas; and
  - b. Establish the number of Scholarships to be awarded for this Program, up to fifteen (15) per academic year.
- 2. Conduct the final selection of applications and inform the GS/OAS of the results.

3. Provide Scholarship Awardees with Scholarship Contracts in advance of the start date of their respective Academic Programs of Study, which outlines the terms, conditions and limitations of the Scholarship, and informs Scholarship Awardees of their obligations under the Program.
4. Provide the GS/OAS with a copy of the Scholarship Contract and attachments issued to each Scholarship Awardee.
5. Once all Scholarship Awardees have signed all required contracts and forms, conduct orientation sessions to provide Scholarship Recipients with information about studying abroad, and remind them of the Program's terms and conditions.
6. Answer all questions related to the Government's Scholarship and direct Scholarship Recipients to the Host Institution's contact for information about the Academic Program of Study, visas, travel, health insurance and other university scholarship benefits.
7. Provide each of the Scholarship Recipients with necessary information, advice and timely support to ensure their well-being at all times, including during emergencies.
8. Inform Scholarship Recipients that they must obtain proper written authorization from the GS/OAS and/or Ministry for Optional Practical Training; Employment offers outside of the sponsoring country; or Extended stay in the country of study to continue and complete pending studies.
9. Upon receipt of GS/OAS verification that Scholarship Recipients have successfully completed their Academic Program of Study, arrange for their return to The Bahamas, if such arrangements are included in the Ministry's Scholarship Contract.

**The GS/OAS and the Ministry shall:**

1. Announce the Program each year with an intended start date of August/September each year.
2. Design a marketing strategy of the Program that targets a wide and diverse student population in The Bahamas.
3. Announce Scholarship Awardees on their scholarship websites.
4. Contact Scholarship Awardees; distribute and obtain signed Scholarship Contracts, Scholarship Acceptance Forms, and completed medical history forms.

**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.
  - a. Host Institutions in Canada and the Caribbean shall provide Scholarship Recipients with guidance and information on acquiring permits or visas to study in their countries.
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 scholarship period, which will be forwarded to the Ministry 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, duration of offer, and functions to be performed.
4. Refer all matters relating to Scholarship Recipient requests for extensions of study beyond the Academic Program of Study's full-time study term period, or to extend their stay at the Host Institution, and matters relating to the suspension or termination of their participation in the Academic Program of Study to the GS/OAS and Ministry for decision.
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 III

**SAMPLE OF OAS SCHOLARSHIP ACCEPTANCE FORM**

<b>Scholarship Recipient</b>	
<b>Name</b> <i>(as it appears in passport)</i>	
<b>Country of citizenship</b>	
<b>Passport number</b>	
<b>Country of issue</b>	
<b>Address</b>	
<b>Telephone</b>	
<b>Email address</b>	
<b>Emergency contact</b>	
<b>Emergency contact's telephone</b>	
<b>Program of Study</b> <i>(To be completed by the OAS)</i>	
<b>Name</b>	
<b>Academic Institution</b>	
<b>Dates</b>	
<b>Country of Study / Modality</b>	

I, \_\_\_\_\_ (hereinafter Scholarship Recipient), hereby accept the scholarship offered by the General Secretariat of the Organization of American States (hereinafter GS/OAS) and agree to the terms and conditions set forth below:

**1. BENEFITS:**

- 1.1 The OAS Scholarship covers:
  - a) [TO BE DETERMINED BASED ON ACADEMIC PROGRAM OF STUDY]
- 1.2 The GS/OAS reserves the right to change and/or cancel the above listed benefits at any time and without prior notice.

**2. SCHOLARSHIP RECIPIENT'S OBLIGATIONS:**

- 2.1 Scholarship Recipient is responsible for any other costs not included in article 1.1. above, including, but not limited to: [TO BE DETERMINED BASED ON ACADEMIC PROGRAM OF STUDY]

- 2.2 Scholarship Recipient is responsible for obtaining from other sources the financial resources necessary to cover the costs of the Academic Program of Study not covered by the Scholarship, and to show proof of such additional funding to the GS/OAS, if requested.
- 2.3 Unless otherwise specified in article 1.1, Scholarship Recipient shall acquire an international health insurance plan that provides the coverage required by the University and/or the country where the on-site Program is held, if applicable.
- 2.4 The GS/OAS shall not be responsible or liable, directly or indirectly, in any way for Scholarship Recipient's debt or financial obligations to the other party or to any other third parties.
- 2.5 Scholarship Recipient is required to complete the Academic Program of Study according to the full-time course duration standards of the University.
- 2.6 This Scholarship is subject to the compliance of all the academic requirements of the Academic Program of Study established by the University, the Government of The Bahamas, and in this Scholarship Acceptance Form, including the minimum grade point average of 3.0 on a maximum scale of 4.0.
- 2.7 Scholarship Recipient authorizes the GS/OAS and the Government of The Bahamas to have access to 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 my education in the possession of the University.
- 2.8 Scholarship Recipient shall participate in any orientation session required by the GS/OAS, Government of The Bahamas, and/or the University.
- 2.9 Scholarship Recipient agrees to comply with the University's policies on student conduct and to refrain from participating in activities or improper behavior that might be inconsistent with the conduct expected of a Scholarship Recipient. The University has discretion to determine whether a Scholarship Recipient's conduct fails to meet the standards expected.
- 2.10 Scholarship Recipient shall inform the GS/OAS, the Government of The Bahamas, and University if he/she is required to travel outside the country of study for more than five (5) school days during the on-site Program of Study, if applicable. Any travel that exceeds five (5) days shall be treated as a suspension of the Program of Study, thus Scholarship Recipient shall be treated in accordance with article 3.2 below.
- 2.11 Scholarship Recipient shall participate in the evaluation of the effectiveness of the Program by completing the initial Scholarship Survey four (4) months after the beginning of the Academic Program of Study and submitting it to GS/OAS, and the

Final Scholarship Survey, to be completed three (3) months after the end of the Academic Program of Study.

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 or University.
- b) He/she is not on trial in a criminal court of any of the OAS Member states and has never been convicted of a felony or of any crime involving dishonesty, fraud or theft in any OAS Member state.

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

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

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

3.1 Scholarship Recipient may not fail to start the Academic Program of Study or drop-out of the Academic Program of Study after receiving the Scholarship funds, unless for compelling and unforeseeable reasons, and shall give written notice and submit supporting proof to the GS/OAS of such event immediately upon it is being foreseen by, or becoming known to, the Scholarship Recipient. Whether a reason is sufficiently compelling shall be left to the discretion of the GS/OAS.

3.2 In the event that the GS/OAS concludes that no compelling reasons were duly justified, Scholarship Recipient shall reimburse directly to GS/OAS, the Government of The Bahamas, and/or University the funds received. Failure to do so will ban the Scholarship Recipient from being considered for any future OAS or University scholarships, and constitutes grounds for the GS/OAS to pursue legal action pursuant to Article 6.1.

**4. NOTICE**

4.1 All communications and notifications under this Scholarship will be validly made when sent from/to mail or electronic mail provided by the Scholarship Recipient in this Scholarship Acceptance Form.

4.2 Scholarship Recipient is responsible for informing the GS/OAS, Government of The Bahamas, and University of any change in the address, telephone, electronic mail, or emergency contact information indicated in this Scholarship Acceptance Form.

## 5. RESPONSIBILITY

5.1 The GS/OAS, University, their officers, employees, and/or agents are not liable for any injury, death, or loss to person or property sustained by the Scholarship Recipient while participating in or arising out of any travel or activity conducted by or under the auspices of the Scholarship. In addition, the GS/OAS, University, their officers, employees, and/or agents are not responsible for the Scholarship Recipient's health, safety, or security at any time.

## 6. SCHOLARSHIP TERMINATION AND REPAYMENT

6.1 At any time, and without cause, the GS/OAS and/or University may terminate this Scholarship and claim repayment of any amount of the Scholarship that has already been paid, plus any additional costs incurred by the GS/OAS and/ University or in collecting the amount owed, including but not limited to attorney's fees and court costs. Cause includes, but is not limited to:

- a) Failure to comply with the laws of the country where the Academic Program of Study is held, with the exception of minor vehicular offenses;
- b) Failure to comply with the applicable rules and procedures of the Academic Program of Study and the regulations of the University;
- c) Interruption or modification of the Academic 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 60 days upon completion of the on-site studies, unless he/she joins an international organization that serves the development of the Americas as a staff member;
- e) Breach of any of these terms and conditions; or
- f) Failure to start and/or dropping-out of the Academic Program of Study after having received the funds without compelling reason and proof of it.

6.2 In the event that Scholarship Recipient fails to comply promptly with any repayment obligations, Scholarship Recipient authorizes the GS/OAS and/or University to report the amount of those unsatisfied obligations and related information to any credit reporting company or credit bureau, regardless of his/her location or country.

## 7. PRIVILEGES AND IMMUNITIES

7.1 Nothing in this Scholarship Acceptance Form shall constitute a waiver, express or implied, of the privileges and immunities of the OAS, the GS/OAS, its assets, officers, employees, and/or agents in accordance with the Charter of the Organization of American States, other relevant Agreements, applicable national law, and general principles, and practices of international law.

## 8. DISPUTE RESOLUTION

8.1 If a dispute arises between the Scholarship Recipient and the GS/OAS, it shall be settled by direct negotiations between them. If a solution satisfactory to the Scholarship Recipient and the GS/OAS cannot be reached, then the Scholarship Recipient and the GS/OAS shall submit their differences to arbitration pursuant to the Arbitration Rules of the United Nations Commission on International Trade Law ("UNCITRAL") currently in effect. The place of arbitration shall be Washington, D.C., U.S.A. The language in the proceedings shall be English, unless the Scholarship Recipient and the GS/OAS agree otherwise. The three arbitrators or, as the case may be, the one arbitrator shall decide the dispute as *amiable compositeur* or *ex aequo et bono*. The arbitrator's decision shall be final, binding and not subject to appeal. The law applicable to the arbitration proceedings and to this contract shall be the law of the District of Columbia, USA.

## 9. SCHOLARSHIP AGREEMENT AND DEADLINE OF ACCEPTANCE

9.1 This Scholarship Acceptance Form is the entire Scholarship Agreement between the GS/OAS and the Scholarship Recipient, and no later oral or written Agreements shall be deemed valid unless reduced to writing and signed by the Scholarship Recipient and the GS/OAS. Any understanding or Agreement that is not included in this Scholarship Acceptance Form shall be of no force or effect.

9.2 The Scholarship offer must be accepted, within five (5) days of the date of its receipt at the latest, with the return of this Scholarship Acceptance Form completed and signed by 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: \_\_\_\_\_