ACUERDOS BILATERALES/ BILATERAL AGREEMENT/ ACORDOS BILATERAIS/ACCORDS BILATERAUX

Classification:	47-2023.
Entry Date:	November, 2023.
Name of the agreement: Subject:	Letter of Agreement is to establish a framework for cooperation between the Office of the General Secretariat of the Organization of American States (GS/OAS) in Jamaica, The University of the West Indies (UWI) through the Faculty of Social Sciences (FSS) and Office of Student Financing (OSF), and the GraceKennedy (GK) Foundation, regarding the OAS-UWI 75th Anniversary Commemorative Scholarships Fund (CSF).
Subject.	
Parties involved:	GS/ The University of the West Indies (UWI).
Reference :	The University of the West Indies (UWI).
Signature Date:	September 4, 2023
Start Date:	
End Date:	
Place of Signature:	Kingston, Jamaica.
Unit in Charge:	Office of the General Secretariat of the Organization of American States in Jamaica.
Person in Charge:	
Clôture des procedures:	

Notas adicionales/Additional notes/Notes supplémentaires/Notas adicionais:



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Kingston, September 4, 2023

Donovan Stanberry, PhD Campus Registrar Office of the Campus Registrar The University of the West Indies, Mona Campus Kingston 7

Caroline Mahfood Chief Executive Officer GraceKennedy Foundation

Esteemed partners,

With reference to the Letter of Agreement of March 13, 2023, regarding the OAS-UWI 75th Anniversary Commemorative Cookbook of which the proceeds of the book sale would be used to create a Commemorative Scholarships Fund for UWI students, the current Letter of Agreement addresses the Commemorative Scholarships Fund (CSF).

The purpose of this Letter of Agreement is to establish a framework for cooperation between the Office of the General Secretariat of the Organization of American States (GS/OAS) in Jamaica, The University of the West Indies (UWI) through the Faculty of Social Sciences (FSS) and Office of Student Financing (OSF), and the GraceKennedy (GK) Foundation, regarding the OAS-UWI 75th Anniversary Commemorative Scholarships Fund (CSF), under the following terms and conditions:

1. Commemorative Scholarships Fund (CSF)

- a. The GS/OAS and The UWI through its FSS have agreed to create the CSF with the goal of providing scholarships to students of OAS Member States in their final year of academic studies (at the undergraduate level) at the FSS of the UWI, Mona campus.
- b. The CSF award will be applied towards tuition first, and if there is an excess, it will be applied towards boarding at UWI for students who receive the CSF (Scholarship Recipients). The amount received by the Scholarship Recipient through the CSF will be applied in a single instalment directly towards these costs by the UWI, OSF, at



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the start of the final school year, which will be reflected in the Scholarship Recipient's account with the UWI.

- c. The exact amount awarded to each Scholarship Recipient through the CSF will be determined during the scholarship selection process by the GS/OAS and the UWI, based on the candidates' application, their needs, and the cost of tuition and boarding at UWI. Scholarship Recipients will be notified of the amount they were awarded through an award letter, subject to the signature of the scholarship contract (Annex 1). The maximum amount per CSF scholarship will be JM\$300,000.
- d. The Office of the GS/OAS in Jamaica, The UWI, through its FSS and OSF, and the GK Foundation will promote the CSF scholarship opportunities on their respective websites.
- e. The GK Foundation has opened a bank account for the CSF, where all funds donated towards the CSF as well as the proceeds of the sale of the Commemorative Cookbook (CC) will be deposited.
- f. Following the selection of Scholarships Recipients, the UWI OSF will send a letter to the GK Foundation to request payment of the scholarship funds. The letter will include the Scholarship Recipient's full name, ID number, amount of the scholarship, and whether it will be used for tuition and/or boarding at UWI for each Scholarship Recipient. The GK Foundation will make one transfer to the UWI bank account accordingly. This will be sent along with a letter detailing the total amount paid and will include the Scholarship Recipient's full name, ID number, amount of the scholarship, and whether it will be used for tuition and/or boarding at UWI for each awardee. The OSF will send a confirmation email when the funds are applied to the Scholarship Recipients' accounts.
- g. The UWI, through its OSF, will offer free use of its scholarships website to advertise the CSF scholarships and will receive printed completed applications. The application form is included as Annex 2 to this Letter of Agreement.
- h. Applicants to the CSF must fulfill the eligibility requirements in Annex 3 of this Letter of Agreement and submit the required documents to the OSF.
- i. The Office of the GS/OAS in Jamaica and the UWI, through its FSS and OSF, will interview, rank, and select the Scholarships Recipients from the applications received through a competitive selection process.
- j. Annually, the GK Foundation will report to the other Parties to this Letter of Agreement on the amount of funds received from book sales and donations, provide copies of payment letters and proof of transfers made to the UWI for the CSF. The GS/OAS Office in

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Jamaica will report to the other Parties to this Letter of Agreement on the number of scholarships awarded, programs of study and names of Scholarship Recipients. UWI, OSF will report to the other Parties to this Letter of Agreement on the academic performance of the Scholarship Recipients. The number of CSF scholarships awarded per year will depend on the availability of funds through donations and proceeds of the CC sales.

- k. If a Scholarship Recipient is required to reimburse the University all or part of the funds received through the CSF scholarship he/she received, said funds will be returned to the bank account created under Article 1(e) of this Letter of Agreement, and will be used for future CSF scholarships.
- 2. This Letter of Agreement may be modified or terminated by a mutual written agreement between the Parties.
- 3. This Letter of 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 Letter of Agreement shall remain in force until all obligations are fulfilled with respect to all Scholarship Recipients who as of the date the notice is given, have already been officially notified of their selection as Scholarship Recipients.
- 4. This Letter of 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 the scholarships fund has been depleted, subject to Article 3 above.
- 5. The Parties hereby grant each other a non-exclusive, limited, non-assignable license to reproduce each other's logos once a year on their own websites to announce the CSF for the duration of the CSF. Each Party shall share with the others the version of their own logo that shall be reproduced, along with any instructions on how it should be reproduced. The Parties agree to reproduce another's logo as stipulated herein and as instructed by each Party. This license remains valid for the duration of the CSF. However, any Party may revoke the license at any point without prior notice and without penalty.
- 6. None of the Parties to this Letter of Agreement shall use the name, logos, trademarks, service marks, trade names, seals, insignia, symbols, or



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decorative designs of another Party or any derivatives thereof without written permission.

- This Letter of Agreement does not create an agency relationship between the Parties. 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.
- 8. Nothing in this Letter of 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 Jamaica: Articles 133, 134 and 136 of the OAS Charter, whose instrument of ratification was deposited by the Government of Jamaica on August 20th, 1969, and the Agreement between the General Secretariat of the OAS and the Government of Jamaica on the functioning in Kingston of the Office of the General Secretariat in Jamaica, signed on March 12th, 1971.
- 9. Any dispute that arises in connection with the application or interpretation of this Letter of Agreement shall be resolved by direct negotiation between the Parties. If the Parties are unable to reach a mutually satisfactory solution, they shall submit the matter to a mutually agreed upon procedure of arbitration. The decision shall be final and binding and not subject to appeal.

If The UWI and the GK Foundation agree with these terms, please countersign this Letter of Agreement below and return a signed copy to the GS/OAS.

Please accept the assurances of my highest consideration.

Sincerely,

Juan Glaanin Weige

Jeanelle van GlaanenWeygel Resident Representative Organization of American States Office of the General Secretariat of the Organization of American States in Jamaica



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By signing below, The University of the West Indies, Mona Campus indicates that it is in agreement with the terms of this Letter of Agreement:

Donovap Stanberry, PhD Campus Registrar, Office of the Campus Registrar The University of the West Indies, Mona Campus Kingston 7

By signing below, GraceKennedy Foundation indicates that it agrees with the terms of this Letter of Agreement:

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Caroline Mahfood Chief Executive Officer GraceKennedy Foundation