

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

Clasificación:
Classification: 57-2022.
Classifacation:
Classificação:

Fecha de Ingreso:
Entry Date: September 29, 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 New School.

Nom de l'accord:

Nom de l'accord:

Nome do Acordo:

Materia:
Subject: Establish terms and conditions for the co-sponsorship between the
OAS/GS and the New School for 10 scholarship under the Partnership
Program for Education and Training Scholarship Program (PAEC)

Materia

Partes:
Parties involved: GS/ New School
Parties:
Partes:

Referencia:
Reference : New School
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 NEW SCHOOL

The Parties to this Scholarship Agreement ("Agreement"), the General Secretariat of the Organization of American States ("GS/OAS"), a public international organization, with headquarters at 1889 F Street, NW, Washington, D.C., 20006, United States, through its Department of Human Development, Education and Employment ("DHDEE"), represented by Kim Osborne, Executive Secretary for Integral Development, and The New School or "University" is a private educational institution recognized under the laws of the State of New York, located at 66 West 12th Street, New York, New York, 10011, and represented by Jin Kim, Deputy Provost for Academic Planning & Administration, who is authorized to sign this Agreement on behalf thereof, The New School.

Considering

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

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

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

That the Parties share an interest in selecting and supporting outstanding individuals in the Americas to study at The New School;

That the DHDEE is the department within the Executive Secretariat for Integral Development of the GS/OAS responsible for the promotion, coordination, administration,

and facilitation of the planning and execution of Human Development Programs and activities under the Strategic Plan for Partnership for Integral Development of the Inter-American Council for Integral Development; and

That the GS/OAS is the central and permanent organ of the OAS and is authorized to carry out relations of cooperation in accordance with Article 112(h) of the OAS Charter and General Assembly Resolution AG/RES. 57 (I-O/71),

Have Agreed to enter into this Agreement, as set forth below:

ARTICLE I OBJECTIVE AND SCOPE

- 1.1 The purpose of this Agreement is to establish the terms and conditions for the co-sponsorship of scholarships between the GS/OAS and The New School for the following OAS scholarship program(s) (hereinafter, academic and other programs offered through this Agreement shall collectively be referred to as "Program[s]"):
 - a) Up to ten (10) scholarships under the PAEC for the programs described in Article 2.1 below.
- 1.2 Recipients of all scholarships available pursuant to article 1.1 (PAEC, or "Scholarships") shall be hereinafter referred to as "Scholarship Recipient[s]".

ARTICLE II THE ACADEMIC/TRAINING PROGRAM[S]

- 2.1 The New School shall offer graduate program for students selected to receive a PAEC, which shall be referred to as the OAS-New School PAEC Scholarship in promotional materials. The Program(s) of study, its/their duration and other details are set forth below:

Table A. Academic Programs Available for PAEC

| Program | Modality | Language | Duration | Tuition cost per year | Start and End Dates of Program in Academic Year | URL |
|---|----------|----------|--------------|---|---|----------------------|
| International Affairs (MA) - 42 credits | Onsite | English | 2 years | Year 1 - \$31,968 (18 credits); Year 2 - \$42,624 (24 credits) | Academic year starting August - May; or January - May each year | Link |
| International Affairs (MS) - 30 credits | Onsite | English | 14-18 months | Year 1 - \$31,968 (18 credits); Year 2 - \$21,312 (12 credits) | Academic year starting August - May; or January - May each year | Link |

**ARTICLE III
APPLICATION REQUIREMENTS**

- 3.1 In order to qualify for a OAS-New School PAEC 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 into any of the programs identified in Article 2.1;
 - d) Apply for PAEC through the application link provided in the announcement published on the DHDEE's website and satisfy the selection criteria set out by GS/OAS by May or October each year; and
 - e) Receive an offer for the PAEC from the GS/OAS.

**ARTICLE IV
THE SCHOLARSHIPS**

- 4.1 The University shall offer 50% tuition waiver, approximately USD \$37,296 for the MA program and \$26,640 for the MS program to ten (10) recipients of the OAS-New School PAEC Scholarship for each of the Programs identified in Article 2.1.
- 4.2 The GS/OAS will include The New School in the OAS Consortium of Universities and post the University's information on the OAS Consortium website to promote the Programs listed in Article II.
- 4.3 The GS/OAS shall provide a one-time allowance of USD \$4,000 to help defray the cost of tuition and fees for the ten (10) OAS-New School PAEC Scholarship Recipients for a total of USD \$40,000, with a rotating funding policy among selected programs each year and based on the availability of funds.
- 4.4 The GS/OAS shall also offer in-kind services through dissemination and promotion of the Programs, which includes exposure on OAS social media channels and on its network of OAS Member States and their respective Ministries of Education.
- 4.5 Scholarship Recipients of Bahamian citizenship may qualify to receive additional funding 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.

- 4.6 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.
- 4.7 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-New School 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 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-New School PAEC 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 fees,
 - g) books and study materials,
 - h) orientation fees, and
 - i) any additional charges not expressly covered by the OAS-New School PAEC 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 The GS/OAS shall make two payments totaling up to USD \$40,000 to the University, as established in Article 4.3 of this Agreement, within 30 days of receiving the corresponding invoice from the University. Payment will be submitted based on the number of applicants that have received and accepted the Scholarship by the corresponding deadline.

- 5.4 To receive this payment, the University shall submit the corresponding invoice no later than November 30 for Fall cohort and January 31 for Spring cohort, to the GS/OAS through the DHDEE with electronic copies to Nichole Duncan at nduncan@oas.org and Yurismay Flores of the SEDI AMS at yflores@oas.org. The University shall bear the bank transfer costs.
- 5.5 The University shall reimburse the GS/OAS the full amount of any payment for any Scholarship Recipient who does not begin the Program on its corresponding start date and communicated to Scholarship Recipients by the University.
- 5.6 Neither Party to this Agreement shall assume responsibility for the acceptance of the certificate or degree obtained through the Scholarships in the country of origin of the Scholarship Recipient or any potential employer.
- 5.7 The GS/OAS shall provide the University with detailed descriptions of the Scholarship's selection criteria.
- 5.8 The University and the GS/OAS shall jointly select candidates to receive the OAS-New School PAEC Scholarship, and the GS/OAS shall send them a Scholarship Acceptance Form (See Annex III) and Medical Certificate (See Annex IV) that they must sign with the GS/OAS.
- 5.9 All selected candidates must sign the Scholarship Contract to receive a Scholarship and become a Scholarship Recipient. The GS/OAS shall provide a copy of the signed Scholarship Contract to the University in a timely manner.
- 5.10 Scholarship Recipients shall be notified through the Scholarship Contract that they are subject to and expected to comply with the University policies, provisions, and general practices.
- 5.11 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) is suffering from a prolonged illness of any kind; (vi) has been arrested for violation of any laws that are applicable to the Scholarship Recipient at the time of the Program; (vii) has been disciplined and/or placed on probation by the University; (viii) has been expelled by the University; (ix) has died; (x) has failed to appear at the University or on the University's online portal in order to start the Program; or (xi) for any other reason, is no longer enrolled at the University, all in accordance with the consent form signed by the Scholarship Recipient.

- 5.12 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.
- 5.13 The University shall provide each Scholarship Recipient her/his degree or certificate within 6-8 weeks after successfully completing the Program.
- 5.14 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](#).)¹

ARTICLE VI INTELLECTUAL PROPERTY

- 6.1 The University represents and warrants that it holds or has obtained the necessary permission to use all copyright in the materials used in the Programs.
- 6.2 Neither Party shall use the trademarks, trade names, service marks, service names, brand names, domain names, logo, or any other licensed mark or intellectual property of the other Party in any way without prior written consent.

ARTICLE VII CIVIL RESPONSIBILITY AND INDEMNIFICATION

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

¹ 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 VIII
COORDINATION AND NOTIFICATIONS**

- 8.1 The GS/OAS area with responsibility for coordinating GS/OAS activities under this Agreement is Jesus Schucry Giacoman Zapata, DHDEE Director, 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: jgiacoman@oas.org and scholarships@oas.org

- 8.2 The person responsible for coordinating cooperation activities under this Agreement for The New School is Fabiola Berdiel, Associate Dean, Partnerships and Practice-based Learning. Notifications and communications shall be forwarded to the Coordinator at the following address and e-mail address:

Name: Fabiola Berdiel
Address: 66 W. 12th Street, New York, NY
Phone: 646-909-2454
Email: berdielf@newschool.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, the GS/OAS, its personnel, and its assets, in accordance with the OAS Charter, relevant agreements, applicable national law, or the general principles and practices of international law.

**ARTICLE X
DISPUTE RESOLUTION**

- 10.1 Any dispute or complaint that may arise in conjunction with the application or interpretation of this Scholarship Agreement, or any amendments to this Agreement, shall be settled by direct negotiations between the Parties. If a solution satisfactory to both Parties cannot be reached, then the Parties shall submit their differences to arbitration pursuant to the Arbitration Rules of the United Nations Commission on International Trade Law ("UNCITRAL"). The place of arbitration shall be New York, New York, 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 State of New York, U.S.A.

**ARTICLE XI
GENERAL PROVISIONS**

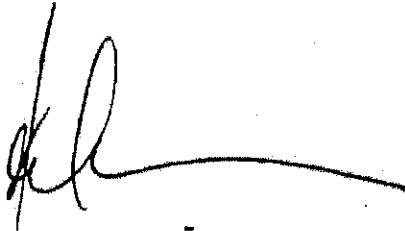
- 11.1 The Parties shall maintain the highest standards of ethics and administrative transparency in all actions and activities carried out in connection with this Agreement. In addition, the GS/OAS, to the extent applicable, and without prejudice to its privileges and immunities, as stated in Article 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 11.5 below.
- 11.2 This Agreement shall enter into force on the date of the last signature by the authorized representatives of the Parties.
- 11.3 The Parties may modify this Agreement by means of a written document signed by hand by the duly authorized representatives of both Parties, dated and attached hereto.
- 11.4 If the Parties agree to create a new PAEC or other scholarship programs, the Parties shall create amendments to supplement or modify this Agreement. Each Amendment to this Agreement shall include any applicable modifications to this program, or the terms and conditions that are relevant to any new additional programs. The terms of this Agreement shall control all amendments, except with respect to the terms that are specified therein.

- 5.1 If the Parties agree to create a new PAEC or other scholarship programs, the Parties shall create amendments to supplement or modify this Agreement. Each Amendment to this Agreement shall include any applicable modifications to this program, or the terms and conditions that are relevant to any new additional programs. The terms of this Agreement shall control all amendments, except with respect to the terms that are specified therein.
- 5.2 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.
- 5.3 Articles VI, VII, IX and X shall survive the expiry or termination of this Agreement.

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

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

FOR THE NEW SCHOOL



Kim Osborne
Executive Secretary for Integral Development



Jin Kim
Deputy Provost for Academic Planning &
Administration

Place: Washington, D.C., USA

Place: NEW YORK, NY USA

Date: 9/1/2022

Date: 9/1/2022

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-New School PAEC 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 AREAS | TECHNICAL AREAS |
|------------------------------------|--|
| Public Administration and Policy | 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 |
| Ecology | Electronic Technology |
| Arts and Fine Arts including Music | Emergency Medical Services |
| Foreign Languages | Fire & Safety Protection / Management |
| Geographic Information Systems | Laboratory Technology |
| Heritage Management | Masonry |
| Hospitality Studies | Medical Equipment Repair & Maintenance |
| Hotel Management | Medical Technology |
| Information Technology | Occupational Therapy |
| Land Surveying | Physical Therapy |
| Management Information Systems | Plumbing |
| Mathematics | Respiratory Technology |
| Marine Studies | Roofing |
| Performing Arts | Steel Fabrication |
| Pharmacy | Surgical Technology |
| Project Management | Tiling |
| Psychology - Post Graduate ONLY | Welding |
| Quantity Surveying | |
| Social Work - Post Graduate ONLY | |
| Speech Pathology | |
| Sustainable Development | |
| Tourism & Development | |
| Urban Development/Planning | |
| Water Management/Distribution | |

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 | The New School |
| 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 The New School (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) University fees,
- f) health Insurance fees,
- g) orientation fees, and
- h) any additional charges not paid for by or through the OAS-University PAEC Scholarship.

2.2 Scholarship Recipient is responsible for obtaining from other sources the financial resources necessary to pay for all additional costs, such as those listed in Article 2.1, that exceed the Scholarship benefit listed in Article 1.1, and may be required to show proof of such additional funding to 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, health status impacting ability to complete program, and any other reports and/or records pertaining to Scholarship Recipient's education in the possession of the University. The Scholarship Recipient authorizes the GS/OAS to share this information with third parties that may provide the Scholarship Recipient additional funds for this Program of Study through another scholarship associated with the GS/OAS. Scholarship Recipient further authorizes 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 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.

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.**

ANNEX IV

MEDICAL CERTIFICATE

Date:

Place:

To: The General Secretariat of the Organization of American States (GS/OAS)

Department of Human Development, Education and Employment

I, _____ of _____ have accepted the OAS
Name Country
Scholarship offer to pursue a [***] degree at University in the United States. Based on my
medical history, I hereby attest that I am physically and mentally capable of successfully
pursuing and completing the Program at the host institution indicated ("Program of Study").

I hereby agree to purchase an international health insurance plan that provides the coverage
required by the host institution and/or host country where I will be pursuing the Program of
Study, as required by the host institution, if applicable.

I understand and hereby accept that the GS/OAS, its officers, employees, and/or agents are
not liable for any injury, death, or loss to person that I may sustain while participating in, or
arising out of any travel or activity conducted by or under the auspices of, the Program of
Study. In addition, the GS/OAS, its officers, employees, and/or agents are not responsible
for my health and safety at any time during the Program of Study.

Signature:

