

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

Classification: 63-2023.

Entry Date: 12/07/2023.

Name of the agreement: Scholarship agreement between the General Secretariat of the Organization of American States and Universidad del Desarrollo

Subject: The purpose of this agreement is to establish the terms and conditions for the co-sponsorship of scholarships under the PAEC.

Parties involved: GS/ Universidad del Desarrollo

Reference: Universidad del Desarrollo

Signature Date: December 4, 2023

End Date:

Place of Signature: Santiago, Chile and Washington, D.C.

Unit in Charge: Executive Secretariat for Integral Development

Person in Charge:

Closure of proceedings:

Additional notes:

## **SCHOLARSHIP AGREEMENT**

### **BETWEEN**

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

### **AND**

**UNIVERSIDAD DEL DESARROLLO**

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 Universidad del Desarrollo ("UDD" or the "University"), a private educational institution, headquartered at Ave. Plaza 680, Las Condes, in Santiago, Chile, represented by Federico Valdés, President, who is authorized to sign this Agreement on behalf thereof,

### 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 University is an internationally recognized academic institution that offers a variety of academic studies or certified training studies, and that the University 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 University;

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 by the GS/OAS and the University 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) Twenty (20) 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 University shall offer its dLab Global, a custom-made innovation certificate, (“Course”), in English, for students selected for the PAEC, which shall be referred to as the OAS-UDD PAEC Scholarship in promotional materials. The Program(s) of study, its/their duration and other details are set forth below:

<b>Program</b>	<b># of Scholarships</b>	<b>Modality</b>	<b>Language</b>	<b>Duration</b>	<b>Start and End Dates of Course</b>	<b>URL</b>
dLab Global	20	Online	English	4 months	May – August 2024	<a href="#">Link</a>

- 2.2. On successful completion of the Course and Scholarship requirements, each Scholarship Recipient shall receive a certificate from the University.



### **ARTICLE III APPLICATION REQUIREMENTS**

- 3.1. In order to qualify for a PAEC Scholarship, applicants must:
- a) Meet all of the University's requirements of the Course identified in Article 2.1;
  - b) Apply for PAEC through the OAS Fellowship Management System.
  - c) DHDEE and UDD shall together select the Scholarship Recipients in accordance with the criteria, recruitment, and selection process to which they have agreed, and as outlined in the Scholarship announcement.
  - d) Receive an offer for the PAEC from the OAS.

### **ARTICLE IV THE SCHOLARSHIPS**

- 4.1. The University shall waive the tuition fee in the amount of USD \$950 for up to twenty (20) Scholarship Recipients of the PAEC Scholarship for the Course identified in Article 2.1. with the consideration of additional recipients, dependent upon number of interested applicants and available funding. For consideration, GS/OAS and UDD will consult one another and determine award recipient number prior to any offered awards.
- 4.2. GS/OAS shall provide USD \$2,850 per student to cover the remaining cost of the Course fee for the twenty (20) top ranked OAS-UDD PAEC Scholarship Recipients for a total of USD \$57,000 (the "GS/OAS Contribution"), with a rotating fundings policy among selected programs each year and based on the availability of funds.
- 4.3. The GS/OAS shall make the payment of USD \$57,000 directly to the University, as established in Article 4.2. within 30 days of receiving the corresponding invoice from the University.
- 4.4. To receive these payments, the University shall submit the corresponding invoice no later than December 1 to the GS/OAS through the DHDEE to Nichole Duncan at [nduncan@oas.org](mailto:nduncan@oas.org) with copy to SEDI AMS Officer, Yurismay Flores, at [yflores@oas.org](mailto:yflores@oas.org).
- 4.5. The GS/OAS shall also offer in-kind services through dissemination and promotion of the Course, which includes exposure on OAS social media channels and on its network of OAS Member States and their respective Ministries of Education.

**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-UDD PAEC Scholarship Acceptance Form, attached hereto as Annex III, including, but not limited to:
- a) internet access;
  - b) books and study materials, and
  - c) any additional charges not expressly covered by the OAS-UDD 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. UDD shall reimburse GS/OAS the full amount of any portion of the GS/OAS Contribution relating to any Scholarship Recipient who does not register for the Course subsequent to the receipt of the GS/OAS Contribution by the UDD. Reimbursement of the GS/OAS Contribution by the UDD shall be made within sixty (60) days after the Course's end date, and within the same term the UDD shall submit a transfer receipt of the reimbursement to the Department of Human Development, Education and Employment, addressed to the Coordinator identified in Article 8.1, and send electronically to Yurismay Flores at [yflores@oas.org](mailto:yflores@oas.org) with copy to Nichole Duncan at [nduncan@oas.org](mailto:nduncan@oas.org).
- 5.4. Neither Party to this Agreement shall assume responsibility for the acceptance of the certificate obtained through the Scholarships in the country of origin of the Scholarship Recipient or by any potential employer.
- 5.5. The GS/OAS shall provide the University with detailed descriptions of the Scholarship's selection criteria.
- 5.6. The GS/OAS and the UDD shall select candidates to receive Scholarship(s) and the GS/OAS shall send them a acceptance form that they must sign with the GS/OAS.
- 5.7. All selected candidates must sign the Acceptance Form to receive a Scholarship and become a Scholarship Recipient.
- 5.8. Scholarship Recipients shall be notified through the Acceptance Form that they are subject to and expected to comply with the University's policies, regulations, provisions, and general practices.



- 5.9. The University shall be responsible for immediately notifying the DHDEE in the event the Scholarship Recipient: (i) terminates 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 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.
- 5.10. 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.
- 5.11. The University shall provide each Scholarship Recipient their certificate no longer than 6 months after successfully completing the Program.

## **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 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.

## ARTICLE VIII COORDINATION AND NOTIFICATIONS

- 8.1. The GS/OAS area with responsibility for coordinating GS/OAS activities under this Agreement is the Department of Human Development, Education and Employment (DHDEE), and the Coordinator is Jesus Schucry Giacomán Zapata, Director of DHDEE. Notifications and communications should be directed to the Coordinator at the following address and e-mail address:

Jesus Schucry Giacomán 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: [jgiacomán@oas.org](mailto:jgiacomán@oas.org) and [scholarships@oas.org](mailto:scholarships@oas.org)

- 8.2. The person responsible for coordinating cooperation activities under this Agreement for the University, is Mr. Paul O'Toole, Executive Director Notifications and communications shall be forwarded to the Manager at the following address and e-mail address:

Mr. Paul O'Toole  
Executive Director  
iCubo  
Universidad del Desarrollo  
Avenida Plaza 680, Las Condes, Santiago, Chile  
Phone: +56942845677  
Email: [paul@udd.cl](mailto:paul@udd.cl)

- 8.3. 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 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 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.

## **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 program, 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.
- 11.5. 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.

- 11.6. Articles VI, VII, IX and X shall survive the expiry or termination of this Agreement.
- 11.7. Requirement of Chilean Law n° 21.369 that regulates sexual harassment, violence and gender discrimination in the field of higher education: Scholarship Recipients shall be subject to and responsible for reading and fulfill the Comprehensive Policy existing in University del Desarrollo, aimed at preventing, investigating, punishing and eradicating sexual harassment, violence and gender discrimination, in the university community; which includes: a) Prevention model; b) Model of Investigation, sanction and reparation; c) Regulation on reporting sexual harassment, violence and gender discrimination; and d) Protocol of action against complaints of sexual harassment, violence and gender discrimination. The Integral Policy is available for review and consultation, on the website of the University [www.udd.cl](http://www.udd.cl) or at the link <https://denunciayacompanamiento.udd.cl/files/2022/12/politica-avd-ingles.pdf>

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 UNIVERSIDAD DEL  
DESARROLLO**



**Kim Osborne**  
Executive Secretary for Integral Development

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

**Date:** 11/29/2023



**Federico Valdés**  
President

**Place:** SANTIAGO, CHILE

**Date:** DEC 4<sup>th</sup>, 2023



## ANNEX I

### UNIVERSIDAD DEL DESARROLLO 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	dLab Global
Academic Institution	UNIVERSIDAD DEL DESARROLLO
Dates	May – August 2024
Country of Study / Modality	Online, Chile

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 Universidad del Desarrollo (hereinafter "UDD" or "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 full course fee to attend the Course.

##### 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) internet access;
  - b) books and study materials, and
  - c) any additional charges not expressly covered by the OAS-UDD 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 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.
- 2.4 Scholarship Recipient is required to complete the Program of Study according to the standards of the University.
- 2.5 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.
- 2.6 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 organ of the Organization of American States deemed necessary by the GS/OAS, any information regarding his/her 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 demographic information including, without limitation, his/her name, date of birth, nationality, major, date and program of graduation, and email address.
- 2.7 Scholarship Recipient shall participate in any orientation session required by the GS/OAS and/or University.
- 2.8 Scholarship Recipient agrees to comply with University's regulations and 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.
- 2.9 If the studies are being completed on-site, then Scholarship Recipient must inform the GS/OAS if he/she 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.

- 2.10 Scholarship Recipient shall participate in the evaluation of the effectiveness of the PAEC when contacted to do so by the GS/OAS.
- 2.11 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, OAS, or University.
  - b) He/she is not on trial in a criminal court of any jurisdiction; further, Scholarship Recipient warrants that he/she 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 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.
- 2.12 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 country of nationality within sixty (60) days upon completion of the Program of Study, unless he/she 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 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.

**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.