ACUERDOS BILATERALES/BILATERAL AGREEMENT/ACORDOS BILATERAIS/ACCORDS BILATERAUX

Clasificación:

Classification:	64-2019
Classifacation: Classificação:	
Fecha de Ingreso:	
Entry Date: Date D'entrée:	September 16, 2019
Data de Admissão:	
Nombre del Acuerdo:	
Name of the Agreement:	Supplementary Agreement of the Cooperation Agreement for Stillman's Scholarship and Training Program
Nom de L'accord: Nome do Acordo:	
Materia:	
Subject:	Establish the terms and conditions for the co-
	sponsorship of up to ten (10) scholarship(s) for the Bachelor of Science degree at the College under the Academic Scholarship Program.
Sujet: Materia:	
Partes:	
Parties Involved: Parties:	GS/Stillman College
Partes:	
Referencia:	
Reference: Référence:	Stillman College
Referência:	
T. J. J. Phys.	
Fecha de Firma: Signature Date: Date de la Signature:	July 17, 2019

Data de Assinatura:

Fecha de Inicio:

Start Date:

Date du Commencement:

Data de Início:

Fecha de Terminación:

End Date:

Date de Résiliation :

Data de Rescisão:

Lugar de Firma:

Place of Signature:

Lieu de la Signature:

Lugar de Assinatura:

Washington, DC/Tungaloosa, AL

Unidad Encargada:

Unit in Charge:

Department of human development, education and

employment. Unité Responsible:

Unidade Encarregada:

Persona Encargada: Person in Charge:

Personne Responsible:

Pessoa Encarregada:

Cierre del Proceso:

Closure of Proceedings:

Clôture des Procedures:

Fechamento do Processo:

Notas Adicionales/Additional Notes/Notes Supplémentaires/Notas Adicionais:

SUPPLEMENTARY AGREEMENT BETWEEN

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

The Parties to this Supplementary Agreement (the "Supplementary Agreement"), the General Secretariat of the Organization of American States (hereinafter "GS/OAS"), a public international organization, with headquarters at 1889 F Street N.W., Washington, D.C. 20006, United States, through its Department of Human Development, Education and Employment (hereinafter "DHDEE"), represented by Kim Osborne, Executive Secretary for Integral Development, and Stillman College (hereinafter "College"), located at 3601 Stillman Blvd., Tuscaloosa, Alabama 35401, represented by Dr. Cynthia Warrick, President, who is authorized to sign this Supplementary Agreement on behalf of the College,

Considering: That on 7/17/19 the Parties signed a Cooperation Agreement ("Cooperation Agreement") to strengthen education and human development in the Americas;

That pursuant to Article 3.1 of the Cooperation Agreement, the Parties agreed to implement joint activities under the Organization of American States ("OAS") Scholarship and Training Programs, and that this Supplementary Agreement is signed pursuant to Article III of that Cooperation Agreement;

That the terms, spirit, programmatic and juridical framework of the Cooperation Agreement apply to this Supplementary Agreement, unless otherwise is specified herein and the terms and conditions set forth in the Cooperation Agreement are made part of this Supplementary Agreement by reference;

That the Parties share an interest in selecting and supporting outstanding individuals in the Americas to study at the College, through the Academic Scholarship Program; and

That 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 this Supplementary Agreement, as set forth below:

ARTICLE I OBJECTIVE AND SCOPE

1.1 The purpose of this Supplementary Agreement is to establish the terms and conditions for the co-sponsorship of up to ten (10) scholarship(s) for the Bachelor of Science degree at the College under the Academic Scholarship Program ("OAS-STILLMAN Scholarship").

ARTICLE II THE PROGRAMS

- 2.1 The College shall offer four-year Bachelor of Science degree programs ("Program(s)"), which will be available for students selected for the OAS-Stillman Scholarship ("Scholarship Recipients"). Scholarship Recipients may study online or on-site depending on the Program they select. The Programs' start and end dates vary by academic year, as defined by the College.
- 2.2 To be considered for the OAS-Stillman Scholarship, Students enrolled at Stillman in the second year of their Program may apply for the OAS-Stillman Scholarship through the National Liaison Office¹ of their home country to receive the OAS-Stillman Scholarship benefits during their third and fourth academic years. Transfer students that apply to the College to start their third and fourth academic years in one of the Programs must apply separately for the OAS-Stillman Scholarship through the National Liaison Office of their home country. The application for the OAS-Stillman Scholarship opens November 1st of each year, and closes on March 1st of the following year.

ARTICLE III THE OAS-STILLMAN SCHOLARSHIP

- 3.1 The College shall waive fifty percent (50%) of the annual tuition cost for Scholarship Recipients for each of the last two (2) years of their Program.
- 3.2 The GS/OAS shall pay the remaining cost of the annual tuition and mandatory fees up to ten thousand Dollars (USD 10,000) per Scholarship Recipient, per year, for no less than one (1) year and no more than two (2) academic years. The benefits granted and the amounts shall be included by the GS/OAS in the Scholarship Recipient's Scholarship Contract.
- 3.3 The GS/OAS shall pay the OAS-Stillman Scholarship benefits listed in article 3.2 to the College within sixty (60) days of the College providing the GS/OAS with invoices for the aforementioned charges. Prior to billing, the GS/OAS shall send the College a bill authorization form with information regarding the benefits and invoicing instructions.
- 3.4 Scholarship Recipients may apply for complementary scholarships with other institutions, educational loans, and with written permission of the GS/OAS, may accept part-time employment to supplement benefits of the OAS-Stillman Scholarship, as long as the Scholarship Recipients do not violate the terms of the OAS-Stillman Scholarship or their visa.

¹ The National Liaison Office ("ONE") is the official channel determined by each OAS member state government for the processing of OAS Scholarships. The OAS website shows how to apply for a scholarship through the ONE.

- 3.5 The OAS-Stillman Scholarship is available only for citizens from English Speaking Caribbean Countries and Suriname. Caribbean and Suriname citizens who are also US citizens or US permanent residents may apply to the OAS-Stillman Scholarship provided they are sponsored by their home country National Liaison Office.
- 3.6 The OAS-Stillman Scholarship benefits listed under Article 3.1 and 3.2 above apply solely to the Fall and Spring semesters of the applicable Program years.
- 3.7 The OAS-Stillman Scholarship announcement shall indicate that expenses not covered under Articles 3.1 and 3.2 above are the sole and exclusive responsibility of Scholarship Recipients.
- 3.8 Scholarship Recipients must register for a minimum of fifteen (15) credit hours per semester; maintain a minimum 3.0 GPA (on a 4.0 scale); and demonstrate involvement in community service and student organization(s) to the College.

ARTICLE IV ACTIVITIES AND RESPONSIBILITIES OF THE PARTIES

- 4.1. 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.
- 4.2. The GS/OAS is not responsible for the safety and security of Scholarship Recipients at any time.
- 4.3. 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.
- 4.4. The GS/OAS, through DHDEE, shall notify each Scholarship Recipient that he/she is subject to and is expected to comply with the College's policies, provisions, and general practices in accordance with the consent form signed by the Scholarship Recipient as a condition imposed by GS/OAS for receiving the OAS-Stillman Scholarship. The GS/OAS agrees to provide such signed form to the College in a timely manner.
- 4.5. The GS/OAS, through DHDEE, shall provide the College with detailed descriptions of the OAS-Stillman Scholarship selection criteria.
- 4.6. The College will endeavor to use, to the advantage of Scholarship Recipients, the linkages and ties that it has developed with other universities and educational institutions through its international activities.

² According to Article 4.1.b of the Manual of Procedures for the Scholarship and Training Programs of the Organization of American States, the GS/OAS provides undergraduate scholarships only to citizens of English Speaking Caribbean Countries and Suriname.

- 4.7. The College shall have in place and shall make available to Scholarship Recipients an international student support network, which includes academic support.
- 4.8. The College shall be responsible for immediately notifying the DHDEE in the event the Scholarship Recipient: (i) terminates his/her studies at the College for any reason; (ii) does not attend his/her College classes with the regularity expected by the College; (iii) is not meeting the College's academic requirements; (iv) has violated College rules and/or regulations; (v) is suffering from a prolonged illness of any kind; (vi) has been arrested for violation of local laws; (vii) has been disciplined and/or placed on probation by the College; (viii) has been expelled by the College; (ix) has died; (x) has failed to appear at the College to commence his/her studies at the College; or (xi) for any other reason, is no longer enrolled at the College, all in accordance with the consent form signed by the Scholarship Recipient.
- 4.9. At the end of each academic cycle, the College shall inform the DHDEE of each Scholarship Recipient's academic progress. The College shall also review the progress of each Scholarship Recipient after one year in the degree program and shall promptly inform the DHDEE in writing regarding any changes to a Scholarship Recipient's eligibility to remain in the Program.
- 4.10. The College shall promote and disseminate information on the OAS Human Development Programs.
- 4.11. The College will provide access to its library holdings and databases to Scholarship Recipients who are students at the College.
- 4.12. The Parties shall exchange relevant information on the Scholarship Recipients in order to maintain a database of former Scholarship Recipients who have graduated from the College.

ARTICLE V COORDINATION AND NOTIFICATIONS

5.1. The GS/OAS area with responsibility for coordinating GS/OAS activities under this Agreement is the DHDEE, and the Coordinator is Patricia Quiroz, Specialist. Notification and Communications shall be forwarded to the Coordinator at the following address, fax number, and e-mail:

OAS General Secretariat

Department of Human Development, Education and Employment

1889 F Street, N.W.

Office 767

Washington, D.C. 20006

United States of America

Tel.: (1-202) 370-5452

Fax: (1-202) 458-3897

E-mail: pquiroz@oas.org and scholarships@oas.org

5.2. The person responsible for coordinating cooperation activities on behalf of the College under this Agreement is Ms. Lanita Bostic, Scholarship Coordinator, Division of Institutional Advancement. Notifications and communications shall be forwarded to the Coordinator at the following address, and e-mail address:

College: Stillman College Attn: Ms. Lanita Bostic

Address: 3601 Stillman Blvd., Tuscaloosa, AL 35401

Phone: 205-366-8893

Email: scholarships@stillman.edu

- 5.3. All communications and notifications arising from this Agreement shall be valid only if forwarded the appropriate Coordinator by post or e-mail, at the address indicated above. 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.
- 5.4. Each 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 VI INTELLECTUAL PROPERTY

- 6.1 The College represents and warrants that it holds or has obtained the necessary permission to use all copyright in the materials used in its Program.
- 6.2 If for any reason a third party should file a claim against the GS/OAS for improper use of copyright in respect with the materials used by the College in its Program, then the College shall be considered the principal vis-a-vis the claimant and the sole Party obligated to respond. The College shall further be required to indemnify the GS/OAS for any damages it may suffer as a result of these claims, including court costs and attorney's fees.

ARTICLE VII GENERAL PROVISIONS

- 7.1 This Supplementary 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 June 30, 2024, subject to Article 7.3 below.
- 7.2 The Parties may modify this Supplementary Agreement by means of a written document signed by the duly authorized representatives of both Parties, dated, and attached hereto.

- 7.3 This Supplementary 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 Supplementary Agreement shall remain in force until the termination date stated in Article 7.1 above with respect to all Scholarship Recipients who as of the date the notice is given, have already enrolled in the Program or have been officially notified of their selection as Scholarship Recipients for the academic years covered under this Supplementary Agreement.
- 7.4 This Supplementary Agreement is governed by the terms and conditions of the Cooperation Agreement signed by the Parties. If there is any conflict or inconsistency between this Supplementary Agreement and the Cooperation Agreement, the terms of the Cooperation Agreement shall prevail.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have executed this Agreement on the dates and at the locations set forth below.

FOR THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES

Kim Osborne

Executive Secretary

Secretariat for Integral Development

Organization of American States

Date: 2019-07-1/ Location: Washington De FOR STILLMAN COLLEGE

Cynthia Warrick, PhD

President

Stillman College

Date: 7 /7

Location: Tuscal 563a, A