ACUERDOS BILATERALES/BILATERAL AGREEMENT/ACORDOS BILATERAIS/ACCORDS BILATERAUX

Clasificación: Classification: 82-2019 Classifacation: Classificação: Fecha de Ingreso: **Entry Date:** October 10, 2019 Date D'entrée: Data de Admissão: Nombre del Acuerdo: Name of the Agreement: Supplementary Agreement of the Cooperation Agreement to strengthen education and human development in the Americas. Nom de L'accord: Nome do Acordo: Materia: To establish the terms and condition for the co-Subject: sponsorship of up to ten (10) Scholarship(s) for masters programs at the Heller School for Social Policy and Management at Brandeis University under the Academic Scholarship Program. Sujet: Materia: Partes: Parties Involved: GS/Brandeis University Parties: Partes: Referencia: Reference: **Brandeis University** Référence: Referência:

Septembre 11, 2019

Fecha de Firma:

Signature Date:

Date de la Signature: 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:

Unidad Encargada: Unit in Charge: 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

BRANDEIS UNIVERSITY THROUGH THE HELLER SCHOOL FOR SOCIAL POLICY AND MANAGEMENT

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 Brandeis University ("The University"), a private research university, through the Heller School for Social Policy and Management ,located at 415 South Street, Waltham, MA 02453, United States, represented by Samuel Solomon, CFO, who is authorized to sign this Agreement on behalf of the University.

Considering

That the Organization of American States (OAS) has established the OAS Academic Scholarship Program (hereinafter the "Scholarship Program") which grants scholarships every year for the pursuit of Master's Degrees, Doctoral Degrees and Graduate Research leading to a university degree;

That the OAS Special Caribbean Scholarship Program (SPECAF), grants scholarship for the last two years of undergraduate studies to citizens and residents of the Englishspeaking Caribbean OAS Member States, and Suriname;

That 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;

That on 9/11/2019 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 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 University, 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 (10) Scholarship(s) for masters programs described in 2.1, below, at the Heller School for Social Policy and Management at Brandeis University under the Academic Scholarship Program ("OAS-Heller Scholarship").

ARTICLE II THE PROGRAMS

- 2.1. The University shall offer four on-site masters level programs and three on-site dual degree masters level programs for those students selected for the OAS-Heller Scholarship ("Scholarship Recipients"). The programs and their duration will be the following:
 - a) MA in Sustainable International Development SID. Duration: 1-2 academic years, depending on the student's second year option;
 - b) MA in Conflict Resolution and Coexistence COEX. Duration: 1.5 academic years;
 - c) MS in Global Health Policy and Management GHPM. Duration: 1 academic year;
 - d) Social Impact MBA MBA. Duration: 16-months.

Dual Degree Programs:

- a) MA in Sustainable International Development / MA in Conflict Resolution and Coexistence. Duration (SID/COEX): 2 academic years;
- b) MA in Sustainable International Development / MA in Global Health Policy and Management (SID/GHPM). Duration: 2 academic years;
- c) MA in Conflict Resolution and Coexistence / MA in Global Health Policy and Management (COEX/GHPM). Duration: 2 academic years.
- 2.2. In order to be selected as OAS-Heller Scholarship Recipient applicants must:
 - a) Apply and satisfy the selection criteria set out by their home country's National Liaison Office ("ONE"), which is an office usually located in one of their Government's Ministries. Once pre-selected, the ONE relays the candidate's information to GS/OAS for final selection.
 - b) Satisfy the selection criteria set out by GS/OAS, as stated in the Manual of Procedures for The Scholarship and Training Programs of the OAS.
 - c) Meet all of the University's requirements for admission to the programs identified in Article 2.1.
 - d) Receive an offer of admission from the University in regard to any of the programs identified in Article 2.1,
 - e) Scholarship candidates must apply separately to the ONE, SG/OAS, and the University.

ARTICLE III THE OAS-HELLER SCHOLARSHIP

- 3.1. The University shall offer a 60% tuition discount for all Scholarship Recipients for each year or partial year of the programs identified in Article 2.1.
- 3.2. The GS/OAS shall contribute up to \$10,000 per Scholarship Recipient to cover part of the remaining costs of tuition and mandatory fees of the OAS-Heller Scholarship Recipients enrolled in the University's programs indicated in Article 2.1 for no less than one year and no more than two academic years. The tuition amounts and mandatory fees shall be determined by the University and shall be included in the Scholarship Contract between the GS/OAS and the student. The granting of the scholarship award by the GS/OAS will be subject to the availability of funds.
- 3.3. The GS/OAS shall pay the OAS-Heller Scholarship benefits listed in article 3.2 directly to the University within sixty (60) days of the University providing the GS/OAS with invoices for the aforementioned charges. At the beginning of the academic year, the GS/OAS shall send the University a bill authorization form with information regarding the benefits and invoicing instructions.

- 3.4. Recipients may apply for complementary scholarships with other institutions or educational loans, and with written permission of the GS/OAS, may accept part-time employment to supplement benefits of a scholarship, as long as the Scholarship Recipients do not violate the terms of the OAS-Heller Scholarship.
- 3.5. Neither the University nor the GS/OAS shall provide funds to Scholarship Recipients for costs and fees that are not included in this Supplementary Agreement, including, but not limited to: Cost of language training, benefits covered in other scholarships, wages or fees lost by the recipient during the scholarship period, costs of supporting the scholarship recipient's family, and travel home.
- 3.6. The OAS-Heller Scholarship announcement shall indicate that expenses not listed under Articles 3.1 and 3.2 above are the sole and exclusive responsibility of Scholarship Recipients.

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 University'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-Heller Scholarship. The GS/OAS agrees to provide such signed form to the University in a timely manner.
- 4.5. In the event that the Scholarship Recipient ceases to be a student at the University, the University agrees to refund to the GS/OAS within ninety (90) days any unused portion of the Scholarship Funds.
- 4.6. The GS/OAS, through DHDEE, shall provide the University with detailed descriptions of the OAS-Heller Scholarship selection criteria.

- 4.7. The University 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.
- 4.8. The University shall have in place and shall make available to Scholarship Recipients an international student support network, which includes academic support.
- 4.9. The University shall be responsible for immediately notifying the DHDEE in the event the Scholarship Recipient: (i) terminates his/her studies at the University for any reason; (ii) does not attend his/her University 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 local laws; (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 to commence his/her studies at the University; 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,
- 4.10. At the end of each academic cycle, the University shall inform the DHDEE of each Scholarship Recipient's academic progress. The University 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.
- 4.11. The University shall promote and disseminate information about the Leo Rowe Fund interest-free student loan program for studies in the United States (www.oas.org/en/rowefund).
- 4.12. The University will provide access to its library holdings and databases to Scholarship Recipients who are students at the University.
- 4.13. 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 University.

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. Notifications and communications shall be forwarded to the Coordinator at the following address and e-mail address:

OAS General Secretariat
Department of Human Development and Education
1889 F Street, N.W.
Office 767
Washington, D.C. 20006

United States of America Tel.: (1-202) 370-5452

Email: pquiroz@oas.org and scholarships@oas.org

5.2 The person responsible for coordinating cooperation activities under this Supplementary Agreement is Dr. Joan Dassin, Professor of International Education and Development and Director, MA Program in Sustainable International Development. Notifications and communications shall be forwarded to the Coordinators at the following address and e-mail address:

Name:

Dr. Joan Dassin

Title:

Professor of International Education and Development and

Director, MA Program in Sustainable International

Development

Address:

415 South Street, MS035 Waltham, MA 02453

Phone:

(781) 736-2207

Email:

jdassin@brandeis.edu

- 5.3 All communications and notifications arising from this Supplementary Agreement shall be valid only if forwarded by post or e-mail, and addressed to the appropriate Coordinator 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 University 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 University in its Program, then the University shall be considered the principal vis-à-vis the claimant and the sole Party obligated to respond. The University 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 indefinitely, following the date of the last signature in this Supplementary Agreement, 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 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 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 Supplementary Agreement on the dates and at the locations set forth below.

FOR THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES	BRANDEIS UNIVERSITY THE HELLER SCHOOL FOR SOCIAL POLICY AND MANAGEMENT
fl ====================================	Samuel Solomon
Kim Osborne	CFO
Executive Secretary	
Secretariat for Integral Development	
Organization of American States	

Date: 2019-08-22

Date: 2/11/13