

## **BILATERAL AGREEMENT**

Classification: 88-2018

Entry Date: 12/10/2018

Name of Agreement: Supplementary agreement between The General Secretariat of the Organization of American States (GS/OAS) through the Department of Human Development, Education and Employment (DHDEE) & and the University of the Commonwealth Caribbean (UCC).

Subject: The purpose of this Supplementary Agreement is to establish the terms and conditions for the promotion and management of the PDSP at the University ("OAS-UCC Scholarship (s)").

Parties involved: GS/OAS & University of the Commonwealth Caribbean

Reference: Commonwealth Caribbean

Signature Date: 22 October, 2018

Place of Signature:

Unit in Charge: Executive Secretary for Integral Development.

Person in Charge: Kim Osborne

Additional notes:

**SUPPLEMENTARY AGREEMENT**

**BETWEEN**

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

**THROUGH**

**THE DEPARTMENT OF HUMAN DEVELOPMENT, EDUCATION AND  
EMPLOYMENT**

**AND**

**UNIVERSITY OF THE COMMONWEALTH CARIBBEAN**

The Parties to this Supplementary Agreement ("Supplementary Agreement"), the General Secretariat of the Organization of American States ("GS/OAS"), a public international organization, with headquarters at 1889 F Street N.W., Washington, D.C. 20006, United States of America, through its Department of Human Development, Education and Employment ("DHDEE"), represented by Kim Osborne, Executive Secretary for Integral Development, and the University of the Commonwealth Caribbean ("University" or "UCC"), a private university in the Caribbean, located in 17 Worthington Avenue, Kingston 5, Jamaica, represented by Dr. Winston Adams, UCC Group Executive Chairman, who is authorized to sign this Supplementary Agreement on behalf of the University,

Considering

That on August 22, 2018 the Parties signed a Cooperation Agreement that establishes the terms and conditions for cooperation in the Parties' shared and coordinated effort to strengthen education and human development in the Americas;

That this Supplementary Agreement is signed pursuant to Articles II and III of the Cooperation Agreement, through which the Parties agreed to develop special cooperative relations in areas of common interest by signing supplementary agreements to implement joint activities under the Scholarship and Training Programs of the GS/OAS;

That the terms, spirit, programmatic and juridical framework of the Cooperation Agreement apply to this Supplementary Agreement, unless otherwise is specified herein and that the terms and conditions set forth in the Cooperation Agreement are incorporated into 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 Professional Development Scholarship Program ("PDSP"); and

That GS/OAS is the central and permanent organ of the Organization of American

States ("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 PURPOSE

1.1. The purpose of this Supplementary Agreement is to establish the terms and conditions for the promotion and management of the PDSP at the University ("OAS-UCC Scholarship(s)").

## ARTICLE II THE PROGRAM

2.1. The University and the GS/OAS agree to jointly finance fourteen (14) full scholarships for the following online short-term, nonacademic course:

#	Course	Dates	Number of Scholarships	Total amount of tuition fees due per Scholarship (USD)	Total tuition fees to be financed by UCC per Scholarship (USD)	Total tuition fees to be financed by the GS/OAS per Scholarship (USD)
1	Cultural & Heritage Tourism	From: 10/03/2018 To: 12/12/2018	14	USD \$300.00	USD \$150.00	USD \$150.00

2.2. The University agrees to finance fifty percent (50%) of the tuition fees of an additional twenty (20) scholarships for the same online course:

#	Course	Dates	Number of Scholarships	Total amount of tuition fees due per Scholarship (USD)	Total tuition fees to be financed by UCC per Scholarship (USD)	Total tuition fees to be financed by recipient of Scholarship (USD)
1	Cultural & Heritage Tourism	From: 10/03/2018 To: 12/12/2018	20	USD \$300.00	USD \$150.00	USD \$150.00

### **ARTICLE III**

#### **ACTIVITIES AND RESPONSIBILITIES OF THE PARTIES**

3.1. The GS/OAS shall be responsible for managing the promotion of the OAS-UCC Scholarships to the public, in conformity with the requirements of the Manual of Procedures for the Scholarship and Training Programs of the OAS ("Manual"), which are available at: <http://www.oas.org/en/scholarships/ManualofProcedures.pdf>

3.2. The GS/OAS shall also be responsible for managing the evaluation and selection process of applicants, in conformity with the requirements of the Manual.

3.3. The GS/OAS shall publish the results of the selection process and notify applicants that are awarded an OAS-UCC Scholarship ("Scholarship Recipients").

3.4. In the first week after the start of the short term, course listed in Article II ("Course"), the University shall provide the GS/OAS a list of the names of all Scholarship Recipients who registered for and began their online studies.

3.5. The University shall immediately inform DHDEE through its Coordinator, if a Scholarship Recipient has stopped taking the Course, due to illness, death, detention for the violation of national laws, or any other reason.

3.6. The University shall provide the DHDEE through its Coordinator, with updated information about the Course, including their content, materials, syllabus, and accreditation, and will promptly notify the DHDEE of any changes.

3.7. The DHDEE shall provide Scholarship Recipients with an evaluation form, and inform Scholarship Recipients that they must complete the form and submit it to the DHDEE to receive a certificate of completion of the Course from the University.

3.8. Within sixty (60) days following the end of the Course, the University shall provide DHDEE with its evaluation report on the Course and on the participation of each Scholarship Recipients.

3.9. Neither Party shall assume responsibility for the acceptance of the certificate or degree obtained through the Course in the country of origin of the Scholarship Recipient, or anywhere else.

### **ARTICLE IV**

#### **FINANCIAL PROVISIONS**

##### **Obligations of the GS/OAS**

4.1. GS/OAS shall provide to the University a total amount of two thousand one hundred United States dollars (USD \$2,100.00) that is to be applied by the University to finance

fifty percent (50%) of the full tuition fees of the fourteen (14) Scholarship Recipients who are awarded OAS-UCC Scholarships for the Course listed in Article 2.1.

4.2. To receive payment, the University shall submit a corresponding invoice, for a one-time payment, no later than August 31, 2018 to:

Yurismay Flores  
Administrative Officer  
Department of Human Development, Education and Employment  
General Secretariat of the Organization of American States  
1889 F Street, N.W., Suite 760,  
Washington, D.C., 20006

Electronic copies shall be sent to: Yurismay Flores at [yflores@oas.org](mailto:yflores@oas.org), and Carmen Loreda at [cloreda@oas.org](mailto:cloreda@oas.org).

4.3. Payment shall be made within thirty (30) days of receipt of the invoice.

4.4. The University shall reimburse the GS/OAS the full tuition fee amount paid by the GS/OAS with regards to any Scholarship Recipient who does not begin his/her designated Course on the Course's start date.

#### **Obligations of the University**

4.5. The University shall waive the amount of two thousand one hundred United States dollars (USD \$2,100.00), which shall correspond to fifty percent (50%) of the full tuition fees of the fourteen (14) Scholarship Recipients who are awarded OAS-UCC Scholarships for the Course listed in Article 2.1.

4.6. The University shall waive the amount of three thousand United States dollars (USD \$3,000.00), which shall correspond to fifty percent (50%) of the full tuition fees for the twenty (20) Scholarship Recipients who are awarded OAS-UCC Scholarship for the Course listed in Article 2.2. The Scholarship Recipients shall be responsible for financing the other fifty percent (50%) of the total tuition fee.

4.7. The University shall apply the outstanding balance due, in accordance with the amount due per Article 2.2, directly to the Scholarship Recipient's University account.

### **ARTICLE V COORDINATION AND NOTIFICATIONS**

5.1. Within the GS/OAS, the dependency responsible for coordinating GS/OAS activities under this Supplementary Agreement is the DHDEE, and the Coordinator is Kim Osborne, Executive Secretary for Integral Development. Notifications and

communications shall be directed to the Coordinator at the following street address, telephone number, and electronic mail:

Kim Osborne  
Executive Secretary for Integral Development  
General Secretariat of the Organization of American States  
Department of Human Development, Education and Employment  
1889 F Street, N.W.  
Washington, D.C. 20006  
United States of America  
Tel.: (1-202) 370-4565  
E-mail: [kosborne@oas.org](mailto:kosborne@oas.org)  
Copy to: [cloredo@oas.org](mailto:cloredo@oas.org)

5.2. Within the University, the person responsible for coordinating activities under this Supplementary Agreement is Jackie Thelwell, Senior Director. Notifications and communications shall be directed to the Coordinator at the following street address, telephone number, and electronic mail:

Jackie Thelwell (Miss)  
Senior Director  
University of the Commonwealth Caribbean  
17 Worthington Avenue, Kingston 5, Jamaica.  
Tel.: 1-876-906-3000 ext.4008/906-3221  
Email: [jthelwell@ucc.edu.jm](mailto:jthelwell@ucc.edu.jm)  
Copy to: [academicaffairsevp@ucc.edu.jm](mailto:academicaffairsevp@ucc.edu.jm)

5.3. All communications and notifications arising from this Supplementary Agreement shall be valid only when they are sent by mail or electronic mail, and addressed to the appropriate Coordinator at the address indicated for the Coordinator above. When communications and notifications are sent by electronic 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, and/or electronic mail 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 the Course.

6.2. If for any reason a third party should file a claim against the GS/OAS for improper use of copyright with respect to the materials used by the University in its Course, 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 until December 31, 2022, subject to Article 7.3 below.

7.2. The Parties may modify this Supplementary Agreement by means of a written Addendum 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 a Course 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, including its Articles VI (Dispute Resolution) and VII (Privileges and Immunities of the GS/OAS). If there is a direct and irreconcilable conflict 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.

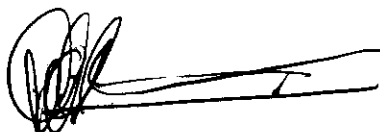
**FOR THE GENERAL SECRETARIAT  
OF THE ORGANIZATION OF  
AMERICAN STATES**



Kim Osborne  
Executive Secretary for Integral  
Development

Date: 2018-08-24

**FOR THE UNIVERSITY OF THE  
COMMONWEALTH CARIBBEAN**



Dr. Winston Adams  
UCC Group Executive Chairman

Date: 2018-10-22