

BILATERAL AGREEMENT

Classification: 97-2018

Entry Date: 12/10/2018

Name of Agreement: Cooperation agreement between The General Secretariat of the Organization of American States (GS/OAS), through the Department of Human Development, Education and Employment (DHDEE) and Jackson State University.

Subject: The purpose of this Agreement is to establish the terms and conditions for cooperation between the Parties in their shared and coordinated effort to strengthen education and human development in the Americas.

Parties involved: GS/OAS & Jackson State University

Reference: Jackson State

Signature Date: Novemeber 17, 2017

Place of Signature:

Unit in Charge: General secretariat of the Organization of American States Department of Human Development, Education and Employment.

Person in Charge: Kim Osborne

Additional notes:

COOPERATION AGREEMENT
BETWEEN
THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN
STATES, THROUGH THE DEPARTMENT OF HUMAN DEVELOPMENT,
EDUCATION AND EMPLOYMENT
AND
JACKSON STATE UNIVERSITY

The Parties to this Cooperation 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, DC, 20006, United States, through its Department of Human Development, Education and Employment ("DHDEE"), represented by Kim Osborne, Executive Secretary for Integral Development of the Organization of American States, and Jackson State University ("University"), a Mississippi Institution of Higher Learning that is governed and controlled by the laws of the State of Mississippi, including Opinions of the Mississippi Attorney General, located at 1400 J. R. Lynch Street, Jackson, Mississippi, United States, represented by Dr. Ivory V. Nelson, Interim Provost, VP of Academic Affairs, who is authorized to sign this Agreement on behalf of the University,

Considering

That education is key to strengthening democratic institutions, promoting the development of human potential, equality, and mutual understanding among peoples, that it has a positive impact on economic growth, education, and the eradication of poverty, and that, to achieve such goals, it is essential to make quality education widely accessible and available to all;

That the Heads of State and Governments of the Americas gathered at the Second Summit of the Americas and decided, through the Declaration of Santiago (April 18-19, 1998), to promote development in the region by expanding and strengthening educational opportunities;

That 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;

That the Organization of American States ("OAS") has established the OAS Scholarship and Training Programs (hereinafter the "Scholarship Program") to provide educational opportunities in the Americas, through awarding scholarships each year for research, undergraduate, and graduate studies, both attendance-based and distance learning, and that the Scholarship Program's coverage and impact are strengthened and

augmented through alliances established through the conclusion of agreements with internationally recognized universities that share costs, offer joint scholarships, and reduce tuition costs;

That the University has great interest in providing access to quality education to citizens of OAS Member States, and that the University wishes to collaborate with the GS/OAS in its Scholarship and Training Programs;

That the University is an internationally recognized academic institution that offers a variety of academic studies at the graduate and undergraduate levels, and has great interest in serving an international student body through inclusion of foreign students of different nationalities; and that the University wishes to join the OAS Consortium of Universities; 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 Agreement, as set forth below:

ARTICLE I. PURPOSE

- 1.1 The purpose of this Agreement is to establish the terms and conditions for cooperation between the Parties in their shared and coordinated effort to strengthen education and human development in the Americas.

ARTICLE II. SPECIAL COOPERATION RELATIONS

- 2.1 The Parties shall develop special cooperative relations in areas of common interest through the conclusion of supplementary agreements, memoranda of understanding, or exchange of letters to implement joint activities under the Scholarship Program, in accordance with Article 3.1 of this Agreement.
- 2.2 Any supplementary agreements, memoranda of understanding, or exchange of letters entered into pursuant to Article 3.1 below shall be governed by the terms of this Agreement, unless the Parties expressly provide otherwise in those instruments.

ARTICLE III. IDENTIFICATION AND IMPLEMENTATION OF PROGRAMS, PROJECTS, AND/OR JOINT ACTIVITIES

- 3.1 The Parties shall conclude a supplementary agreement, memorandum of understanding, or exchange of letters containing the applicable conditions for each joint program, project, and/or activity. Each such supplementary agreement, memorandum of understanding, or exchange of letters shall be signed by the duly authorized representatives of the Parties and shall specify in detail, the following:

- a. The agreed-upon program, project and/or activity;
- b. The objectives sought;
- c. The dependencies of each of the Parties that will execute the program, project and/or activity;
- d. The work plan: stages, planning and chronology of development;
- e. The budget and human and material resources required by the program, project, and/or activity, specifying the financial responsibilities and contributions of each Party, the schedule of such contributions and, as required, the ownership of any property or material resources that are acquired;
- f. A provision relating to the coordination, notification, and follow-up of the program, project, and/or activity; and
- g. A provision acknowledging this Agreement as the programmatic and juridical framework for the program, project, or activity.

3.2 The rights and responsibilities of the Parties in publications arising from a specific joint project or activity shall be established as agreed by the Parties in the corresponding supplementary agreement, memorandum of understanding, or exchange of letters signed by their duly authorized representatives.

ARTICLE IV. FINANCIAL PROVISIONS

4.1 Without prejudice to what the Parties may provide in the supplementary agreements, memoranda of understanding, or exchange of letters entered into pursuant to this Agreement for the joint implementation of programs, projects, and/or activities, this Agreement in and of itself does not create obligations of a financial nature for either of the Parties.

ARTICLE V. COORDINATION AND NOTICE

5.1 Within the GS/OAS, the dependency responsible for coordinating GS/OAS activities under this Agreement is the DHDEE, and the Coordinator is Kim Osborne, Executive Secretary for Integral Development, and Patricia Quiroz, Specialist. Notifications and communications shall be forwarded to the Coordinator at the following address, phone number, fax number, and e-mail address:

General Secretariat of the Organization of American States
Department of Human Development, Education and Employment
1889 F Street, N.W.
Office 786
Washington, D.C. 20006
United States of America
Tel.: (1-202) 370-9014
Fax: (1-202) 458-5452
E-mail: kosborne@oas.org; and pquiroz@oas.org

- 5.2 Within the University the person responsible for coordinating activities under this Agreement is Dr. Patricia Jernigan, Interim Director. Notifications and communications shall be forwarded to the Coordinator at the following address, phone number, and e-mail address:

Dr. Patricia Jernigan
Interim Director
JSU Global
1400 JR Lynch Street
P.O. Box 17103
Jackson, MS 39217
Tel: 601-979-1611
Email: patricia.a.jernigan@jsums.edu

- 5.3 All communications and notifications arising from this Agreement shall be valid only if forwarded by post, fax, or e-mail, and addressed to the appropriate Coordinator at the address indicated for the Coordinator, 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 Either 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. DISPUTE RESOLUTION

- 6.1 Any dispute or complaint that may arise in conjunction with the application or interpretation of this Agreement, or any supplementary agreement, memoranda of understanding, or exchange of letters pursuant to Article 3.1, above, shall be settled by direct negotiations between the Parties. If the Parties are unable to reach a mutually satisfactory solution, they shall submit the matter to a mutually agreed upon alternative dispute resolution mechanism. The decision shall be final, binding, and not subject to appeal.

ARTICLE VII. PRIVILEGES AND IMMUNITIES

- 7.1 Nothing in this Agreement constitutes an express or implied waiver of the privileges and immunities of the OAS, the GS/OAS, their personnel, and their assets, in accordance with the OAS Charter, relevant agreements, applicable national law, or the general principles and practices of international law.

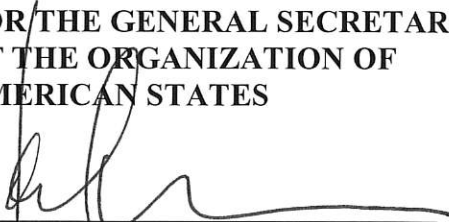
ARTICLE VIII. GENERAL PROVISIONS

- 8.1 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 7.1 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 8.4 below.
- 8.2 This Agreement may only be amended by written agreement between the duly authorized representatives of the Parties. The instruments of amendment shall be signed and dated by the Parties and annexed hereto.
- 8.3 This Agreement shall enter into force as of the date of signature by the authorized representatives of the Parties and shall remain in force in accordance with the provisions of Article 8.4.
- 8.4 This Agreement may be terminated by mutual consent or by either of the Parties by written notice from one to the other with not less than thirty (30) days' notice. Notwithstanding the termination of this Agreement, any supplementary agreements, memoranda of understanding, or exchange of letters concluded pursuant to Article 3 that the Parties have signed and that have been duly financed shall be continued to completion unless the Parties mutually decide otherwise.
- 8.5 Subject to Article 8.4, this Agreement may be cancelled if any person significantly involved in the initiating, negotiating, securing, drafting or creating of the Agreement on behalf of the University is an employee, consultant, or agent of any other party to this agreement.
- 8.6 If University's performance under this Agreement depends upon the appropriation of funds by the Mississippi Legislature, and if the Legislature fails to appropriate the funds necessary for performance, then the University may provide written notice of such non-appropriation and cancel this Agreement subject to Article 8.4 of this Agreement.
- 8.7 The Parties shall retain all records directly relating to this Agreement during the Agreement's term and for a minimum of an additional three (3) years, in accordance with the Parties' own internal rules and regulations. Further, and without prejudice to the privileges and immunities of the GS/OAS, such records may be available at reasonable times for inspection and audit by University or the State of Mississippi during the term of this Agreement and for three (3) years thereafter, in accordance with applicable law. A copy of the records shall be provided to the Jackson State University in Jackson, Mississippi, upon request.

8.8 Articles VI and VII shall survive the expiry or termination of this Agreement.

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

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



Kim Osborne
Executive Secretary for Integral
Development

Date: 2017-10-20

**FOR THE JACKSON STATE
UNIVERSITY**



Ivory V. Nelson, PhD
Interim Provost, VP of Academic Affairs

Date: 11/17/2017

