



Organization of American States

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TERMS AND CONDITIONS TO ABIDE ONCE A LOAN IS APPROVED

In accepting the loan, the recipient and the guarantor undertake to agree and abide by the terms and conditions of the Loan Agreement entered into with the Fund, thus:

- a. The Student must maintain satisfactory academic progress in his/her studies and conduct in accordance with the national, state, and local laws of the United States and in accordance with the code of conduct of the institution at which the student pursues his/her program of study. If the student fails to comply with this regulation, the Committee may require immediate and full repayment of the loan;
- b. The Student must promptly submit to the Secretariat of the Fund his/her grades at the end of each academic year. If the student fails to comply with this regulation, the Committee may require an early repayment of the loan;
- c. The Student may not claim difficulties in obtaining the necessary US dollar currency as an excuse for delaying or suspending his/her payments;
- d. The Student undertakes to apply the amount of the loan to the educational-related purposes for which the loan was granted. If the Student fails to do so, or fails to complete the studies for which the loan was granted without a justification approved by the Committee, the Committee reserves the right to demand immediate repayment of the sum(s) advanced to the Student;
- e. Until the loan is fully repaid, the Student shall inform the Committee, in a timely matter, whenever there is a change in the date of his/her graduation or completion of training, his/her immediate work plans, the date of his/her departure from the United States, and his/her guarantor(s) new contact information;
- f. The Student and the Guarantor must agree to repay the loan in accordance with the terms and conditions established in the Loan and Guarantor's Agreements. In cases in which unforeseen circumstances prevent the guarantor from completing his or her contractual obligations, the Student shall be required to notify the Rowe Fund Secretariat and provide another suitable guarantor;
- g. The Student and the Guarantor must agree to submit to the jurisdiction of the judicial authorities and/or courts of his/her place of residence, and also to the jurisdiction in Washington, D.C., U.S.A. in connection with any legal action, demand or any claim whatsoever to enforce compliance with the terms of the Loan Agreement. Student and Guarantor must agree that the decision as to jurisdiction shall be the sole choice of the Rowe Fund Committee or its legal representative. Student and Guarantor must agree to obey all notifications, summonses, and other legal procedures necessary for the enforcement of the terms of the Loan Agreement. In addition, the Student and Guarantor hereby authorize GS/OAS/OASFCU to request his/her credit report from the credit bureau, as needed, and Student and Guarantor shall sign all documents required for making those inquiries. GS/OAS/OASFCU shall keep information obtained by way of those inquiries confidential;
- h. The Student agrees to help the Fund maintain a database of its borrowers, and in order to evaluate the effectiveness of the loan program, the Student must agree to submit information that may be required by the Secretariat of the Fund such as contact information, experience as a beneficiary of the Fund, and career advancement;
- i. Unless a request for an extended stay in the United States is approved by the Committee, the Student must agree to return to his or her country of origin by the expected return date stipulated in the Loan Agreement, which is usually within one year of the expected graduation date, of completion of studies covered by the Rowe Fund loan;
- j. Separately and in addition to Rowe Fund requirements for Students' return to their country of origin, students must abide by U.S. law requiring the return to their country of origin. An extension of time to stay in the United

States granted by the United States Government to Students does not in and of itself grant the Student an exception from the requirement of the Rowe Fund to return to his/her country of origin.

LOAN REPAYMENT

- a. Loan repayment is scheduled in no more than fifty equal monthly payments (rounded to the nearest dollar), and as specified in the Loan Agreement, the due date of the first payment, also referred to as “the payment start date”, is three months after the expected completion date of the studies for which the loan was approved;
- b. Borrowers may pay their loans at an accelerated rate, increasing their monthly payment, or in a lump sum at any time;
- c. In the event that a loan recipient fails to return to his/her country within the established one-year time limit, the full outstanding amount of the loan is due immediately, unless an exception is requested by the Borrower and is granted by the Committee. The Borrower may file for an extension no later than three months prior to his/her expected departure date from the United States stipulated in the Loan Agreement;
- d. Loan recipients who fail to return to their country of origin and allege inability to repay the loan balance in full by the latest return date established in the Loan Agreement are subject to interest charges;
- e. The Fund may not collect interest on student loans as long as the recipient fulfills his/her contractual obligations regarding the loan(s). Also, loan recipients that fail to pay the first installment of their original repayment schedule shall be subject to a one time delay fee. In the event of any arrears of three or more monthly payments, without an appeal approved by the Committee, the Committee may take one or more of the following actions and notify both the Borrower and Guarantor:
 - i) In the event of any arrears over three monthly payments, charge an interest penalty, established in the respective Loan Agreement, until the loan is paid in full;
 - ii) If arrears equivalent to three monthly payments remain, the Fund’s Secretariat may re-calculate and increase the Borrower’s minimum monthly payments required to fully repay the loan by the corresponding maturity date in the Loan Agreement;
 - iii) If arrears exceed the equivalent of six times the amount of monthly payments and/or no payments have been rendered for the past six consecutive months, the total amount owed, including cumulative interest accrued on the outstanding balance, will be due and must be paid immediately. The Fund shall notify the Borrower and the Guarantor(s) that, to honor their commitments, they must pay the full outstanding balance of the loan;
 - iv) If after having sent the pertinent notification, the loan has neither been totally paid nor has a good-faith payment been made, the total amount owed will be increased by a percentage designated by the Committee in accordance with the Loan Agreement. In addition, the account will be sent to a collection agency. The Fund reserves the right to contact both Borrower and Guarantor(s) at anytime during the repayment of the loan;
- f. If a borrower fails to return to his or her country and additionally falls into arrears for more than three monthly payments, the interest applicable will be the sum of the interest established in the Loan Agreement for both situations;
- g. The Fund may also take additional appropriate actions to ensure that the loans are repaid in full and within the terms agreed upon in the Loan Agreement; which may include, but it is not limited to: reporting defaults to any credit bureau organizations in the United States and elsewhere, the OAS Department of Human Resources, the U.S. State Department, and the Department of U.S. Citizen and Immigration Services. The Borrower also authorizes to request the credit report from the credit bureau, as needed;
- h. Borrowers will be assessed penalty charges for checks returned by the bank for insufficient funds or pre-authorized charges to credit cards that are declined by the issuer;
- i. In the event of excess funds remaining after the Borrower’s last installment is processed and the loan is fully paid off, the Borrower shall be contacted and the remaining amount directly issued to him or her, unless the borrower agrees to donate the remaining amount to the Fund. If the Borrower cannot be contacted or located, the money shall be kept as a positive balance in the Borrower’s share account for eighteen months. Afterwards, the excess money will be allocated to the Fund’s loan guaranty donation account;
- j. A copy of the canceled Loan and Guarantor’s Agreement will be issued to the borrower and guarantor respectively.