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**AGREEMENT OF COOPERATION FOR THE CREATION OF A
GRADUATE FELLOWSHIP PROGRAM**

BETWEEN

**THE MINISTRY OF FINANCE OF THE GOVERNMENT OF THE REPUBLIC OF
PARAGUAY – NATIONAL SCHOLARSHIP PROGRAM «DON CARLOS ANTONIOLÓPEZ»**

AND

**THE GEORGE WASHINGTON UNIVERSITY ON BEHALF OF ITS
ELLIOTT SCHOOL OF INTERNATIONAL AFFAIRS**

The GEORGE WASHINGTON UNIVERSITY («GW») on behalf of its ELLIOTT SCHOOL OF INTERNATIONAL AFFAIRS (hereafter «ELLIOTT SCHOOL») and the Ministry of Finance of the Government of the Republic of Paraguay – National Scholarship Program «Don Carlos Antonio López» (hereafter «BECAL»), hereinafter referred to as «the Parties»:

DESIRE to promote, develop, and strengthen the collaborative relationship between both countries;

RECOGNISE that granting fellowships to Paraguayan students to realize postgraduate studies in the United States will contribute to the improvement of the relationship between both nations.

The Parties agree as follows:

**ARTICLE 1
OBJETIVE**

This Cooperation Agreement («Agreement») has the objective of establishing a graduate fellowship program called the BECAL/ELLIOTT SCHOOL JOINT SCHOLARSHIP PROGRAM (hereafter «BECAL/ELLIOTT SCHOOL Program») for Paraguayan students admitted to the Master of International Policy and Practice program (hereafter «MIPP») at the Elliott School.

ARTICLE 2 THE FELLOWSHIP

- a) Prospective students will apply to the MIPP program independently based on the school's application requirements and deadlines. The ELLIOTT SCHOOL will make admission decisions in accordance with its standard admission procedures and financial aid scholarship decisions in accordance with the ELLIOTT SCHOOL's financial aid procedures independently. Successfully admitted students who satisfy eligibility criteria may apply directly to BECAL for the fellowship.
- b) BECAL, in accordance with its guidelines, may award the fellowship to Paraguayan students who are admitted to the ELLIOTT SCHOOL's MIPP Program.



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- c) The ELLIOTT SCHOOL will provide BECAL/ELLIOTT SCHOOL Program students enrolled in the MIPP Program with an adjusted program cost of Fifty Thousand U.S Dollars and 00/100 (\$50,000.00) for the 27-credit program (including tuition and fees), as detailed below. The tuition and fee schedule below is subject to change based on regular updates to the ELLIOTT SCHOOL's annual tuition and fees.

Tuition: Adjusted tuition cost for 27-credit program = \$46,219.00 US\$

ESIA Fee: \$3,600.00 US\$ (broken up into 2 payments of \$1,800.00 across two semesters for MIPP students)

Matriculation Fee: \$100.00 US\$ (one-time fee charged in first semester)

Student Association Fee: \$3.00/credit x 27 credits = \$81.00 US\$

Total Expected Cost (Tuition + ESIA Fee + Matriculation Fee + Student Association Fee):
\$50,000.00 US\$

- d) BECAL will, in accordance with BECAL guidelines and financial aid limits, fund a total of Fifty Thousand U.S. Dollars and 00/100 (\$50,000.00) for each Master's student awarded with the fellowship. The funding amount includes tuition and additional expenses such as health insurance, stipend, flights, and other benefits established in BECAL's terms and conditions document. Funding will first be allocated towards tuition and any remaining funds will be allocated towards the remaining expenses stated in BECAL's terms and conditions document.
- e) BECAL shall pay undisputed invoices within thirty (30) days after receipt. A finance charge of one and a half percent (1.5%) per month will be assessed for undisputed past due balances if not cured within ten (10) days of written notice thereof. In the event of any good faith dispute regarding a portion of an invoice, the undisputed portion shall be paid as provided herein.
- f) Any fees and expenses not covered by the ELLIOTT SCHOOL or BECAL in Articles 2d are the responsibility of the student.
- g) Per GW policy, students are required to have health insurance that meets or exceeds GW's health insurance standards.
- h) In order for BECAL-funded students to continue receiving the support established in this Agreement, they must be enrolled at the ELLIOTT SCHOOL and maintain an acceptable and satisfactory academic standard and performance in accordance with ELLIOTT SCHOOL rules, policies and procedures.

ARTICLE 3 ACTIVITIES COORDINATOR

For the purpose of adequate implementation and monitoring of this Agreement, each of the Parties hereby pledge to designate a representative, who will be responsible for ensuring the activities listed below:



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- a) That ELLIOTT SCHOOL and BECAL provide prospective Paraguayan scholars with information on the MIPP Program and ELLIOTT SCHOOL course offerings, and guidance on the process to apply to study at ELLIOTT SCHOOL.
- b) That ELLIOTT SCHOOL provides BECAL with all relevant promotional material and prospectuses in order to encourage interest in its programs in Paraguay.
- c) That ELLIOTT SCHOOL provides all Paraguayan post-graduate students accepted to the MIPP Program a letter and encourages these students to contact and apply to BECAL.
- d) BECAL will inform the ELLIOTT SCHOOL of the successful Sponsored Students by sending a list of them to the ELLIOTT SCHOOL at the end of the evaluation period.
- e) That BECAL provides the ELLIOTT SCHOOL with institutional information on BECAL and pertinent details of this BECAL/ELLIOTT SCHOOL Program.
- f) BECAL will provide the necessary financial arrangements for confirmed and selected Paraguayan Sponsored Students in accordance with BECAL guidelines and financial aid limits.
- g) That each Party has the obligation to inform the other Party of any change in the designated coordinator or signatory in charge of the implementation and monitoring of this Agreement.
- h) Obligation to Comply with J Exchange Visitor Program Regulations: 22 C.F.R. § 62 Exchange Visitor Program Regulations. The Parties understand that entities and persons participating in this Agreement may participate under the J Exchange Visitor Program of the U.S. Department of State and are therefore subject to J Exchange Visitor Program requirements regarding administration of the Exchange Visitor Program, outlined at 22 C.F.R. § 62 and its subchapters (“Exchange Visitor Regulations”). Specifically, among other requirements, each Party will ensure that all persons associated with the administration of the exchange visitor program are adequately qualified, appropriately trained, and comply with Exchange Visitor Program Regulations. In addition, each Party will ensure that all persons involved in the recruitment, selection, screening, placement, orientation, evaluation, or provision of the exchange visitor program are sufficiently educated on the goals, objectives, and Exchange Visitor Regulations outlined at 22 CFR Part § 62.
- i) The designated current representatives of this Agreement are:

For THE ELLIOTT SCHOOL	For BECAL
Laila Sorurbakhsh	Andrea Picaso
Assistant Dean of Academic Programs Elliott School of International Affairs	Coordinadora General, Programa Nacional de Becas “Don Carlos A. López”
202-994-9315	Telephone: +59521 440007
sorurbakhsh@gwu.edu	consultasbecal@hacienda.gov.py
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ARTICLE 4 RESPONSIBILITIES OF ELLIOTT SCHOOL

- 1) ELLIOTT SCHOOL will enroll all confirmed and selected Paraguayan Sponsored Students as full-time students for the duration of their enrolment.
- 2) ELLIOTT SCHOOL will provide orientation for the Sponsored Students.
- 3) ELLIOTT SCHOOL will provide advice on housing options to Sponsored Students and on any procedures to be followed.
- 4) ELLIOTT SCHOOL will provide the appropriate academic counselling and other support to Paraguayan Sponsored Students.

ARTICLE 5 RESPONSIBILITIES OF BECAL

- 1) BECAL will be responsible to provide appropriate funding to Paraguayan Sponsored Students who are selected as beneficiaries of the Scholarship program offered by BECAL to be able to undertake the nominated course at ELLIOTT SCHOOL as outlined in Article 2, above.
- 2) BECAL will be responsible for payment of living allowances to the Sponsored Students according to BECAL guidelines and financial aid limits.
- 3) BECAL will facilitate the promotion of this Arrangement on a year-round basis, and will promote the Scholarships to be awarded under this BECAL/ELLIOTT SCHOOL Program.

ARTICLE 6 RESPONSIBILITIES OF STUDENTS

- 1) In order to maintain the financial support and benefits described in this BECAL/ELLIOTT SCHOOL Program, Paraguayan Sponsored Students are responsible for remaining enrolled at ELLIOTT SCHOOL throughout their participation in the Masters programs established in BECAL guidelines.
- 2) BECAL Sponsored Students are required to obtain an appropriate visa for the defined study period in the U.S. ELLIOTT SCHOOL will facilitate the acquisition of appropriate visas for students. However, students who participate in this Agreement are ultimately responsible for obtaining required documents and visas in compliance with all relevant visa requirements and immigration laws. This includes payment of any U.S. government or other fees that may be imposed for visa processing or immigration services.



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- 3) BECAL Sponsored Students attending ELLIOTT SCHOOL are responsible for obtaining the appropriate Health Insurance. Students coming to GW are required to purchase the GW Student Health Insurance Plan, and will be responsible for all costs associated with that coverage. Any international student entering GW on an F1 or J1 visa is enrolled in this plan upon registration with the University. Students who wish to opt out of GW health insurance coverage must submit an online waiver and show proof of alternative medical insurance that meets GW's minimum standards. This opt-out must be completed by GW's designated deadline for the semester of study. Students are responsible for obtaining their own dental insurance, if desired.
- 4) Sponsored Students will be subject to the general regulations governing graduate students at ELLIOTT SCHOOL and GW and subject to the normal disciplinary policies of GW, as well as to BECAL scholarship program's rules as applicable.

ARTICLE 7 TIMELINE

The following is an estimated outline of activities for each year:

Spring: BECAL Students to take online courses offered by ELLIOTT SCHOOL (total credits and schedule based on student need and advising).

Summer: BECAL Students to take online courses offered by ELLIOTT SCHOOL (total credits and schedule based on student need and advising).

Fall: BECAL Students to take on-campus courses offered by ELLIOTT SCHOOL (total credits and schedule based on student need and advising).

ARTICLE 8 DISPUTE RESOLUTION

- 1) Matters not included in this Agreement or those related to it, will be solved wherever possible by mutual friendly discussion between the Parties. Any decision agreed must be acknowledged by an exchange of letters between the Parties.
- 2) In case of disputes regarding the interpretation and fulfilment of this Agreement shall be settled and negotiated in good faith by mutual Agreement between the Parties.
- 3) If there is a difference in the interpretation or implementations of this Agreement, both Parties will endeavour to resolve it by informal discussions between the respective Activities Coordinators established in this Agreement. If the Parties cannot resolve the dispute, they agree to submit to an alternative dispute resolution, subject to the rules that the Parties themselves mutually agree to adopt.



ARTICLE 9 FINANCIAL PROVISIONS

- 1) Taxes and Other Assessments. BECAL shall pay all Paraguayan taxes and which are applicable to the performance of this Agreement, and shall indemnify and hold GW harmless from any encumbrance, fine, penalty, or other expense which GW may incur as a result of BECAL's failure to pay any such Paraguayan taxes, charges, or assessments. If any applicable Paraguayan law requires BECAL to withhold amounts from any payments to GW hereunder, (a) BECAL shall effect such withholding, remit such amounts to the appropriate Paraguayan taxing authorities and supply GW with tax receipts evidencing the payments of such amounts within fifteen (15) days of BECAL's receipt; and (b) the sum payable by BECAL upon which the deduction or withholding is based shall be increased to the extent necessary to ensure that after such deduction or withholding, GW receives and retains, free from liability for such deduction or withholding, a net amount equal to the amount GW would have received and retained absent such required deduction or withholding.
- 2) Collection Activities. Where payments are being received by GW directly from students, BECAL shall provide reasonable assistance to help collect from students in the event of nonpayment.

ARTICLE 10 TERM AND TERMINATION

- 1) Term. The present Agreement shall come into effect on the date of its last signature by the undersigned representatives of each Party and shall initially be in force for five (5) years.
- 2) Termination.
 - a. Without Cause. If either Party decides to terminate this Agreement, it must do so by written communication addressed to the other Party six (6) months in advance.
 - b. For Cause. Either Party may terminate this Agreement for cause in the event that:
 - i. Either Party dissolves or ceases to exist, becomes bankrupt or insolvent, or takes a substantially equivalent action under applicable local law; or
 - ii. Either Party commits a material default relating to nonfinancial issues that is subject to cure and which is not cured within a thirty (30) day period following written notice of the nature of the default; or
 - iii. Either Party commits a material default relating to financial matters (including, without limitation, the making of a payment required by this Agreement) within a ten (10) day period following written notice of the default. If the breaching Party does not cure the alleged default within the cure period the non-breaching Party shall have the right to seek specific performance of this Agreement and/or recover money damages, if any, or terminate this Agreement effective as of the date set forth in the default notice without further notice. For defaults not reasonably subject to cure within the cure period, this Agreement will terminate effective as of the date set forth in the default notice.



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- c. Early Termination. Early termination of this Agreement will not affect the funding of students who are already fellowship recipients or have been named fellowship recipients at the time of termination.

ARTICLE 11 MISCELLANEOUS PROVISIONS

- 1) Representations and Warranties. Each Party represents and warrants that: (a) it is duly authorized to operate under the laws of its respective jurisdiction; (b) it is in good standing under the applicable laws of such jurisdiction; (c) it is expressly and duly authorized by its respective institution to execute this Agreement; and (d) there are no legal restrictions or bars to each Party entering into this Agreement.

Each Party also represents and warrants that it has not and will not offer, promise, or authorize the payment or provision of anything of value to any government official, or to any person with the knowledge or belief that he or she will give it to a government official, for the purpose of improperly influencing such government official or securing any improper business or commercial advantage related to this Agreement.

- 2) Indemnification. Each Party shall indemnify and hold the other Party, its officers, agents, trustees, and employees harmless from and against any and all liability, loss, expense arising out of the performance of this Agreement. The obligations under this paragraph shall survive the termination of this Agreement.
- 3) Limitation of Liability. Neither Party shall be responsible for, nor entitled to, any indirect, consequential (including lost profits) expenses of the other. In no event will GW be responsible to BECAL for any amounts in excess of the amount paid by BECAL to GW hereunder.
- 4) Non-Discrimination. Both Parties agree to subscribe to the principle of equal opportunity and shall not discriminate against any person on the basis of disability, gender, gender identity or expression, genetic information, marital or familial status, national origin, pregnancy, race, religion, sex, sexual orientation, veteran status, or other protected characteristic, in the administration of this Agreement.
- 5) Compliance with Law. Each Party agrees, it will take no action, or omit to take any action, which would cause another Party to be in violation of applicable laws. "Applicable laws" includes both Paraguay law and those laws of the United States that have "extraterritorial" reach (and therefore reach University operations in Paraguay), including laws governing nondiscrimination, export control and anti-boycott, human subjects research, immigration, sanctioned parties or transactions, and anti-bribery and corruption. In the event that compliance with any such laws conflicts with the terms of this Agreement, the Party so affected shall give written notice thereof to the other Party and the Parties shall consult with the goal of reconciling the applicability of such laws and terms of this Agreement.
- 6) Foreign Corrupt Practices Act and Anti-bribery Laws. Each Party agrees to comply with applicable, including, but not limited to, laws governing export control and anti-boycott, and laws governing anti-bribery and corruption. Each Party has retained and will retain complete and accurate accounting records consistent with the applicable laws, and have instituted and maintained policies and procedures designed to ensure continuing compliance.



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- 7) Commercial Agreement/No Immunity. BECAL acknowledges and agrees that the exercise of rights and fulfillment of (or failure to fulfill) obligations under this Agreement are commercial in nature rather than governmental, and therefore acknowledges and agrees that it is not entitled to, and hereby waives, any right of immunity on the grounds of sovereignty or otherwise with respect to such activities or in any legal action or proceedings arising out of or relating to this Agreement.
- 8) Use of Name and Marks. GW's name and registered marks may not be used without GW's prior written consent in each instance. This prohibition extends to including the name of GW in client lists or press releases. BECAL shall have the right to use these names and marks only for purposes of performing its obligations under this Agreement and only with GW's prior written consent in each instance.
- 9) Force Majeure. Neither Party shall be responsible for any failure or delay in its performance due to an occurrence that has made it impossible to perform under this Agreement due to causes beyond its reasonable control, including but not limited to strikes, war or threat of war, riot, acts of terrorism or threats of terrorism as substantiated by governmental warnings or advisory notices, civil unrest, government or World Health Organization regulation or travel advisory/warning, curtailment of transportation services or facilities, epidemic or pandemic, an act of God (including but not limited to fire, water, earthquake or other natural disasters) or acts of government or subdivision thereof affecting the terms of this Agreement (including but not limited to any law, regulation, decree or denial of visas or residence permits) or any other events or circumstances not within the reasonable control of the Party affected, whether similar or dissimilar to any of the foregoing. In the event that either Party wishes to invoke force majeure, that Party shall (a) as soon as practicable after the occurrence of the event of force majeure has become known to that Party, send written notice of such event to the other Party; and (b) take all reasonable steps to recommence performance of its obligations under this Agreement as soon as possible. In the event that a force majeure event prevents either Party's performance for a period of thirty (30) calendar days, either Party shall be entitled to terminate the Agreement upon written notice to the other Party. The provisions of this paragraph shall not apply to the payment of fees or to any other payments due from either Party for services already performed. The Parties will work in good faith to prevent one Party from unfairly benefitting from the force majeure event or to the Party's obligations to provide assistance to students on-site or to facilitate their return home.
- 10) Confidentiality. Information concerning either Party's business methods, financial information, future plans, personnel data, student data, trade secrets, information systems, financial and accounting policies or similar matters, or information designated as "confidential" by a Party that discloses it (the "Disclosing Party"), including but not limited to the financial terms of this Agreement, or released under circumstances where a reasonable person would understand that such information is to be treated as confidential, shall be treated as confidential. The Party receiving such confidential information (the "Receiving Party") shall take the same precautions as it takes to protect its own confidential information, but in all events reasonable precautions shall be taken, in order to preserve its confidentiality. Confidential information shall not be revealed to third parties (other than those who may be bound directly or derivatively by similar confidentiality agreements with the Parties) without the written consent of the disclosing Party, and neither Party may use the other Party's confidential information for any purpose except for purposes of performing this Agreement. This confidentiality requirement shall not apply to information that:



- a. was known to the Receiving Party prior to the time of disclosure by the Disclosing Party;
- b. was generally available to the public or was otherwise part of the public domain prior to the time of disclosure by the Disclosing Party;
- c. became generally available to the public or became otherwise part of the public domain after the time of disclosure by the Disclosing Party other than through any act or omission of the Receiving Party or its Representatives in breach of this Agreement; or
- d. became known after the time of disclosure by the Disclosing Party through a source other than a source who had an obligation to the Disclosing Party not to disclose such information to others.

Any combination of Confidential Information disclosed with information not so classified shall not be deemed to be within one of the foregoing exclusions or otherwise lose its confidential nature merely because it is comingled with such information.

Receiving Party may disclose Confidential Information that is required to be disclosed pursuant to any legal, administrative or regulatory proceeding or requirement, provided, however, that Receiving Party promptly provides to Disclosing Party prior written notice of any such requirement, such that Disclosing Party may seek a protective order or other appropriate remedy to prevent or limit such disclosure, and reasonable assistance in protecting the Disclosing Party's Confidential Information from public disclosure.

- 11) Assignments. The Parties may not assign or subcontract the rights or obligations under this Agreement without the other's prior written consent.
- 12) Waivers. The delay or failure of either Party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights, nor shall the same be deemed to be a waiver of any subsequent breach, either of the same provision or otherwise.
- 13) Severability. The terms of this Agreement are severable such that if any term or provision is declared to be illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable if the clause does not affect the validity of the remaining clauses. Any unenforceable or invalid clause in this Agreement shall be modified to show the original intention of the Parties through an amendment.
- 14) Independent Contractors. The Parties are strictly independent contractors and are not, in any way, employees, partners, joint ventures or agents of the other and shall not hold themselves out to be the agent, employer, or partner of the other. Nothing contained herein shall be construed to give either Party any authority, right or ability to bind or commit the other in any way. Neither shall, in any way, bind the other in any way unless such Party has received the written consent of the other.



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- 15) Authoritative Version. The English and Spanish versions of this agreement shall have equal validity.
- 16) Headings. The headings in this Agreement are inserted for convenience only and shall not be construed to limit or modify the scope of any specific provision or the interpretation of this Agreement.
- 17) Entire Agreement; Modification. This Agreement may be modified by mutual consent of the Parties, formalized through written communications specifying the date on the entry into force of such modifications. Representatives of BECAL and GW may revisit this Agreement annually in June of each year and redefine it as mutually agreed to.
- 18) Signatures. This Agreement and its amendments may be executed in any one or more counterparts (including by confirmed electronic (e.g. scanned document/pdf) or facsimile transmission), each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument. An electronic signature of a Party done pursuant to law, or a signature of a Party transmitted by electronic means, shall be deemed an original signature for purposes of this Agreement. This Agreement is to be signed in three (3) originals in English and three (3) originals in Spanish.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date noted below.

SIGNED ON 27 de Julio, 2023

**THE GEORGE WASHINGTON
UNIVERSIDAD**

BECAL

Christopher Alan Bracey, JD
Provost and Executive Vice President
for Academic Affairs

Oscar Llamosas Díaz
Ministry of Finance of the Republic of
Paraguay

Andrea Picaso
General Coordinator of BECAL