

GENERAL COOPERATION AGREEMENT

Between

THE GENERAL SECRETARIAT OF THE  
ORGANIZATION OF AMERICAN STATES

And

THE UNIVERSITY OF OTTAWA,  
FACULTY OF LAW

The Parties to the present Agreement, the General Secretariat of the Organization of American States (the "General Secretariat") and the University of Ottawa, Faculty of Law in Ottawa, Canada (the "Law School");

Considering that Article 116 of the Charter of the Organization of American States (the "OAS Charter") authorizes the General Secretariat, as the central and permanent organ of the Organization of American States (the "OAS"), to "promote ... educational, scientific and cultural relations among the Member States of the Organization, in keeping with the actions and policies decided upon by the OAS General Assembly and with the pertinent decisions of the OAS Councils;"

Considering that Article 117(h) of the OAS Charter and OAS General Assembly Resolution AG/RES. 57 (I-0/71) authorize the General Secretariat to establish cooperative relations with other national and international institutions, and for that purpose, to enter into cooperative agreements with such institutions;

Recognizing that the General Secretariat and the Law School share a common interest in the furtherance of legal education in international law and wish to confirm their existing relationship of cooperation towards that shared goal;

NOW, THEREFORE, the Parties hereby enter into a General Cooperation Agreement as follows:

## ARTICLE I

### Purpose

1.1 The purpose of this Agreement is to confirm the existing relationship of cooperation that exists between the Parties in contributing towards their shared goal for the furtherance of legal education in international law.

## ARTICLE II

### Information and Cooperation

2.1 The Parties shall periodically inform each other of activities of mutual interest, and shall maintain close cooperation in regard to matters of common interest involving and/or related to legal education in international law.

2.2 The Parties may also establish special relations to coordinate or carry out joint activities as described in Articles IV and V.

## ARTICLE III

### Responsibilities of the Parties

3.1 Subject to its relevant rules and regulations, the Law School shall:

- a. Answer inquiries from the General Secretariat on matters within the scope of this Agreement;
- b. Disseminate within the Law School information on the objectives and activities of the OAS related to the furtherance of legal education in international law, based on information provided by the General Secretariat;

c. Provide the General Secretariat with information on the objectives and activities of the Law School related to the furtherance of legal education in international law;

d. Invite representatives of the General Secretariat and of the Missions and Observers to the OAS, as may be appropriate, to public meetings of Law School-related activities, when matters of interest to the General Secretariat in the area of legal education in international law are part of the agenda.

3.2 Subject to its relevant rules and regulations, the General Secretariat shall:

a. Provide the Law School with documents and publications of the OAS that may assist the Law School with the furtherance of legal education in international law, as resources permit;

b. Invite representatives of the Law School to public meetings of OAS organs, when matters of interest to the Law School in respect of the furtherance of legal education in international law are part of the agenda, subject to the rules of procedure of the respective organs of the OAS;

c. Provide information requested by the Law School on the General Secretariat's activities in the OAS Member States in the furtherance of legal education in international law;

d. Consider the Law School's written observations on matters concerning the furtherance of legal education in international law.

#### ARTICLE IV

##### Scope of Special Cooperative Relations

4.1 The Parties may develop special cooperative relations in areas of common interest involving and/or relating to the furtherance of legal education in international law, including, but not limited to, the following:

- a. The development and implementation of joint research projects;
- b. The exchange of bibliographical and audiovisual materials and access to data bases and general information related to joint projects;
- c. The exchange of documents and specific information concerning all projected activities and all programs of work that may be of interest to both Parties;
- d. The exchange of students, researchers and academic personnel between higher educational and research institutions of the OAS Member States and those of the Law School for special programs;
- e. The exchange of technical professional personnel between the General Secretariat and the Law School to strengthen study and research programs;
- f. Joint professional meetings on matters of common interest;
- g. Joint training and research facilities for the use of the Parties;
- h. The formation of joint ventures, partnerships, or non-profit corporations to organize and sustain the activities anticipated under this Article; and
- i. The solicitation of project funding.

## ARTICLE V

### Identification and Implementation of Special Cooperative Relations (Joint Projects and Activities)

5.1 Once the Parties have agreed to implement a project or activity under special cooperative relations as contemplated by Article IV, and the necessary funding and authorizations have been obtained, the Parties shall enter into project-specific or activity-specific Memoranda of Understanding ("MOU") setting out the terms and conditions governing each such project and activity. Each MOU shall specify in detail the mutual responsibilities and obligations of the

Parties, including, but not limited to, the nature and amount of the financial commitment undertaken by each of them.

5.2 The rights and responsibilities of the Parties in publications resulting from a specific joint project or activity shall be established in the corresponding MOU or in a separate agreement between them.

## ARTICLE VI

### Budgetary Limitations

6.1 The financial obligations incurred by each Party as a result of this Agreement are subject to approval by its respective governing body. Nothing in this Agreement shall limit the authority of the governing bodies of either Party to adopt, modify, or amend that Party's Program Budget in accordance with its financial realities and other priorities.

## ARTICLE VII

### Dispute Resolution

7.1 The Parties shall attempt to resolve amicably any disputes arising in relation to the interpretation and implementation of this Agreement. In the event that proves impossible, the Parties shall resolve their differences by binding arbitration in accordance with the procedures of the Inter-American Commercial Arbitration Commission, in Washington, D.C.

7.2 Nothing expressly stated or implied in this Agreement is to operate as a waiver of the privileges and immunities of the OAS, the General Secretariat, or its personnel under the laws of the United States or under international law.

## ARTICLE VIII

### Term, Modification and Termination

8.1 The Parties may amend this Agreement by a statement signed by their duly authorized Representatives, dated, and attached hereto.

8.2 This Agreement shall be in force for a term of four years from the date upon which it is signed by both Parties. It shall be renewed automatically for successive four-year terms, unless at least sixty days prior to the end of the term, either Party notifies the other in writing that it does not wish to have the Agreement so renewed.

8.3 Notwithstanding Paragraph 8.2 above, either Party may terminate this Agreement at any time by giving sixty days' prior written notice to the other.

8.4 The termination of this Agreement shall not affect the specific projects and activities then in progress and properly funded unless the corresponding MOU provides to the contrary.

## ARTICLE IX

### Institutional Coordination and Notice

9.1 The institution within the General Secretariat responsible for carrying out and coordinating its obligations under this Agreement is the Secretariat for Legal Affairs. All notice for the General Secretariat in relation to this Agreement should be sent to:

Director  
Department of Development and Codification of International Law  
Secretariat for Legal Affairs  
General Secretariat of the Organization of American States  
1889 F Street, N.W.  
Washington, D.C. 20006

Tel: 202 458-3407  
Fax: 202 458-6029

9.2 All notice for the Law School in relation to this Agreement should be sent to:

Dean  
Civil Law Section  
University of Ottawa  
Faculty of Law  
Ottawa, Ontario

Dean  
Common Law Section  
Faculty of Law  
Ottawa Ontario


Tel: 613 562-5902  
Fax: 613 562-5121

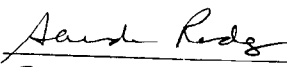
613 562 5927  
613 562 5124

9.3 Either Party may change the person designated to receive notice hereunder by so notifying the other in writing.

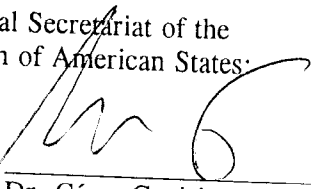
In Witness Whereof, the duly authorized representatives of the Parties hereby subscribe to this Agreement, in duplicate originals, in \_\_\_\_\_ on this 12 day of April, 1996.

For The University of Ottawa  
Faculty of Law:

  
\_\_\_\_\_  
Mr. Louis Perret  
Dean, Civil Law Section

  
\_\_\_\_\_  
SANDRA RODGERS  
Dean, Common Law Section

For The General Secretariat of the  
Organization of American States:

  
\_\_\_\_\_  
Dr. César Gaviria  
Secretary General