

## **ACUERDOS BILATERALES**

**Clasificación:** 250-2012.

**Fecha de Ingreso:** 17 de diciembre de 2012.

**Nombre del Acuerdo:** Cooperation framework agreement between the General Secretariat of the Organization of American States and the University of South Florida Board of Trustees for its Institute for the Study of Latin American and the Caribbean.

**Materia:** General mechanisms of cooperation for coordinating academic activities between the Parties.

**Partes:** SG/ University of South Florida Board of Trustees.

**Referencia:** University of South Florida Board of Trustees.

**Fecha de Firma:** October 10 de 2012.

**Fecha de Inicio**

**Fecha de Terminación**

**Lugar de Firma:** Tampa; Washington, D.C.

**Unidad Encargada:** Department of International Law.

**Persona Encargada:**

**Original**

**Claves**

**Cierre del proceso**

COOPERATION FRAMEWORK AGREEMENT

BETWEEN

THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES

AND

THE UNIVERSITY OF SOUTH FLORIDA BOARD OF TRUSTEES, FOR ITS INSTITUTE  
FOR THE STUDY OF LATIN AMERICA AND THE CARIBBEAN

THE PARTIES IN THIS COOPERATION FRAMEWORK AGREEMENT, the General Secretariat of the Organization of American States (hereinafter referred to as the "GS/OAS"), with headquarters at 1889 F Street, N.W., Washington, D.C. 20006, United States, represented by its General Secretary, Mr. Jose Miguel Insulza; University of South Florida Board of Trustees, a public body corporate, for its Institute for the Study of Latin America and the Caribbean (hereinafter referred to as the "ISLAC") with headquarters at 4202 E. Fowler Avenue, CPR 107, Tampa, Florida, United States, represented by its Director, Dr. Rachel A. May.

Bearing in mind that the Charter of the Organization of American States (hereinafter referred to as the OAS) establishes that international law is the standard of conduct of States in their mutual relations;

Noting that the Declaration of Panama on the Inter-American Contribution to the Development and Codification of International Law, reiterated the support of the OAS Member States, to the codification and progressive development of international law, to its dissemination and to the means by which greater inter-American legal cooperation is enabled;

Noting also that the Inter-American Program for the Development of International Law urges the GS/OAS to promote agreements with various entities for the teaching and dissemination of Inter-American law in order to facilitate better dissemination of the latest political developments in the field of International Inter-American law;

Bearing in mind that ISLAC is an academic institution that offers an inter-disciplinary MA in Latin American, Caribbean, and Latino studies, as well as several undergraduate and graduate certificate programs; that it also promotes and supports research by students and faculty; and contributes to the generation of knowledge through symposiums, seminars and conferences, publications, research and awards for study abroad;

Recognizing that one of the functions of the GS/OAS is to establish partnerships with international and local organizations to promote the principles, policies and actions established in international law; and

Recognizing also that the GS/OAS is the central and permanent organ of the Organization of American States and has the authority to establish and promote relations of cooperation in accordance with Article 112(h) of the OAS Charter and OAS General Assembly Resolution AG/RES 57 (I-O/71)

AGREE to sign the present Cooperation Framework Agreement (hereinafter referred to as the “Agreement”):

## **ARTICLE 1**

### **Purpose**

The purpose of this Agreement is to establish general mechanisms of cooperation for coordinating academic activities between the Parties

## **ARTICLE 2**

### **Special Relations of Cooperation**

The Parties shall consider developing special relations of cooperation on matters of common interest, particularly focusing on the following areas:

- i. Sharing of information on the Organization of American States
- ii. The promotion and dissemination of International Law

## **ARTICLE 3**

### **Reciprocal Consultations**

The parties to this Agreement shall coordinate and carry out meetings and activities on matters of mutual interest to achieve the purpose here expressed.

## **ARTICLE 4**

### **Exchange of Information and Documents**

The parties to this Agreement shall coordinate and carry out meetings and activities on matters of mutual interest to achieve the objectives herein.

## **ARTICLE 5**

### **Financial Provisions**

5.1 Without detriment to that which is established by the Parties in specific memorandums of understanding entered into under this Agreement for the joint implementation of programs, themes and / or activities related thereto, this Agreement by itself does not give rise to obligations of a financial nature for any of the Parties.

5.2 Any financial obligation incurred by the Parties as a result of this Agreement, or arising out of specific memorandums of understanding entered into under this Agreement shall be subject to the decision of the competent authorities of the Parties concerning the availability of funds and the financial rules applicable to the Parties.

## **ARTICLE 6**

### **Privileges and Immunities**

Nothing in this Agreement constitutes an express or implied waiver of the privileges and immunities enjoyed by the OAS, the GS/OAS, its organs, its staff and its property and assets, in

accordance with the Charter of the OAS, agreements and laws on the subject, and the principles and practices underlying international law.

#### **ARTICLE 7 Resolution of Disputes**

Any dispute arising concerning the interpretation or implementation of this Agreement shall be resolved preferably through direct negotiations between the Parties. Failure to reach an agreement which is satisfactory to both Parties, they shall submit their differences to a mutually agreed arbitration. The decision shall be final and binding and not subject to appeal.

#### **ARTICLE 8 Coordination and Notifications**

8.1 Within the GS/OAS the Department of International Law of Secretariat for Legal Affairs is responsible for coordinating activities under this Agreement. Notifications and communications shall be forwarded to the Coordinator at the following address, fax number, and e-mail address:

Dante Negro  
Director  
Department of International Law  
Secretariat for Legal Affairs  
19th St. and Constitution Ave. N. W. [ADM-234]  
Washington D. C. 20006  
Estados Unidos de América  
T. (1-202) 458 6899  
F.: (1-202) 458 3293  
[dnegro@oas.org](mailto:dnegro@oas.org)

8.2 Within the ISLAC the ISLAC Director is responsible for coordinating activities under this Agreement is. Notifications and communications shall be forwarded to the Coordinator at the following address, fax number, and e-mail address:

Bernd Reiter, Ph.D.  
Associate Professor  
Department of Government and International Affairs and Institute for the Study of Latin America and the Caribbean (ISLAC)  
University of South Florida  
4202 E. Fowler Avenue Tampa, Florida, Estados Unidos de América [CPR 478F]  
Tel. (813)974-3583  
[breiter@usf.edu](mailto:breiter@usf.edu)

8.3 All communications and notifications arising from this Agreement shall be valid only if forwarded by post, fax or e-mail, and addressed to the coordinators at the addresses listed in Articles 8.1 and 8.2 of this Agreement. 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 the Parties to the e-mail address of the Coordinator of the other Party.

8.4 Each 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 9  
General Provisions**

Amendments to this Agreement may only be made by mutual consent of the parties in writing. The instruments of amendment shall be attached to this Agreement and shall form part of it.

This Agreement is effective upon signature by the duly authorized representatives of both Parties and remains in force until terminated by mutual consent or unilaterally by either party through written notice not less than three (3) months in advance. However, specific memoranda of understanding signed by the Parties under this Agreement shall continue until terminated under the terms agreed, unless the Parties decide otherwise by mutual agreement in writing.

In witness whereof the duly authorized representatives of the Parties, have signed this Agreement in two originals in English, places and dates indicated below:

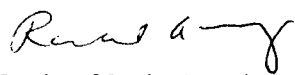


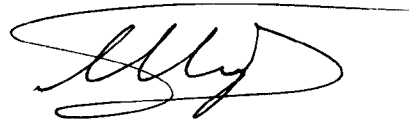
THE UNIVERSITY OF SOUTH FLORIDA  
BOARD OF TRUSTEES

Ralph Wilcox  
Provost and Executive Vice President  
University of South Florida

Place: Tampa FL USA  
Date: 27 Sept. 2012

BY THE UNIVERSITY OF SOUTH  
FLORIDA BOARD OF TRUSTEES, A  
PUBLIC BODY CORPORATE FOR ITS  
INSTITUTE FOR THE STUDY OF LATIN  
AMERICA AND THE CARIBBEAN  
(ISLAC).

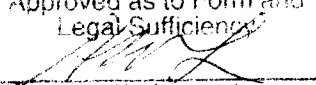
Rachel May   
Director  
Institute for Study of Latin America and the  
Caribbean  
University of South Florida  
Place: Tampa, Florida  
Date: 20 September 2012



BY GENERAL SECRETARIAT OF  
ORGANIZATION OF AMERICAN  
STATES

José Miguel Insulza  
General Secretary  
Organization of American States

Place: Washington D.C  
Date: October 10, 2012

Approved as to Form and  
Legal Sufficiency  
  
Henry W. Lavandera  
Attorney USF