

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES
THROUGH THE
EXECUTIVE SECRETARIAT OF THE
INTER-AMERICAN COMMISSION ON HUMAN RIGHTS
AND
THE CYRUS R. VANCE CENTER FOR INTERNATIONAL JUSTICE

This Memorandum of Understanding sets forth the procedures that the General Secretariat of the Organization of American States ("GS/OAS"), through the Executive Secretariat of the Inter-American Commission on Human Rights (the "Commission") and the Cyrus R. Vance Center for International Justice (the "Vance Center") agree to follow during their collaboration on pro bono representation of petitioners before the Commission.

CONSIDERING

That the Commission is a principal and autonomous organ of the Organization of American States whose mission is to promote and protect human rights in the American hemisphere;

That the Vance Center is a non-governmental public interest law organization that strengthens democratic transition by engaging lawyers across borders to advance fundamental justice in countries undertaking legal and institutional reform. Specifically, the Vance Center collaborates with law firms in the United States and Latin America to provide pro bono legal advice and assistance to international governmental agencies, non-governmental organizations, and other civil society representatives.

HAVE AGREED to enter to enter into this Memorandum of Understanding ("MOU"):

1. The Commission from time to time at its sole discretion will notify petitioners of the possibility of obtaining free legal assistance with their petitions before the Commission, by contacting the Vance Center. The Commission plans to provide this notification in cases which have reached the merit stage or with respect to which the Commission has determined to consider the merits along with admissibility. The Commission further plans to notify petitioners who do not have legal representation and where it is demonstrated that they do not have the economic means to obtain legal representation. It also plans to select cases based on the time when the petitions were received. The foregoing notwithstanding, the Commission reserves the right at its sole discretion to revise the considerations by which it will provide such notification.

R

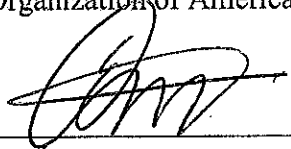
2. When providing such notification, the Commission will make its best efforts to provide a copy of the notification to the Vance Center; however, the Vance Center will not take any action based on such receipt of a copy of the notification, unless the Commission requests such action.
3. The Vance Center will ensure that the Commission has available up-to-date contact information, so that petitioners receiving notification from the Commission and wishing to contact the Vance Center will be able to do so. The Vance Center also will ensure that it will be able to receive and respond to any request for free legal representation in English, Spanish, French, or Portuguese.
4. When the Vance Center receives a request for free legal representation, it will provide to the petitioner making the request confirmation of receipt of the request and information about the availability of free legal representation. The Vance Center will make its best efforts through the network of pro bono law firms with which it regularly collaborates to find free legal representation to any petitioner requesting it and will provide regular information to the petitioner about its progress. All such communication will be strictly between the petitioner and the Vance Center and will not include the Commission.
5. In finding free legal representation for a petitioner requesting it, the Vance Center will attempt to identify at least two lawyers or law firms qualified to provide such representation (as defined below) and to offer to the petitioner the choice between or among these lawyers or law firms; provided, however, that the Vance Center may be able in any given case to offer only one lawyer or law firm and may not be able to find any lawyer or law firm.
6. The Vance Center at all times will ensure that lawyers or law firms which it offers to a petitioner will have the following qualifications: i) licensing and good standing in the jurisdiction(s) where they practice; ii) training in the Inter-American Human Rights System and the rules and procedures of the Commission; iii) commitment to provide legal representation to the petitioner on an entirely pro bono basis.
7. In the event that a petitioner notifies the Vance Center of a selection of a lawyer or law firm to provide free legal representation, the Vance Center will ensure that the petitioner and the lawyer or law firm enter into an agreement for pro bono legal representation, in which the petitioner explicitly confirms consent of such representation by the lawyer or law firm. The Vance Center will make its best efforts to ensure that such lawyer or law firm maintains full, timely communication with the petitioner during such representation.

8. The Vance Center hereby confirms that this Memorandum of Understanding does not represent an endorsement by the Commission that the Vance Center or any other organization, including any lawyer or law firm which the Vance Center recruits to provide free legal representation to a petitioner, is qualified to provide such representation. The Vance Center hereby confirms that it will not represent to any petitioner or any lawyer or law firm that it has such endorsement by the Commission.
9. The Commission at any time and for any or no reason may terminate this Memorandum of Understanding. Written notification of such termination is required, which will take effect as of the date stated in the notification.
10. The Vance Center at any time and for any or no reason may terminate this Memorandum of Understanding, subject to fulfilling any pending requests for free legal representation and maintenance of communication between petitioners and lawyers or law firms which the Vance Center has introduced to petitioners with cases still pending; provided, however, that the Commission may release the Vance Center from this obligation in its sole discretion. Written notification of such termination is required, which will take effect as of the date stated in the notification.
11. The Commission will have no financial obligation of any kind with respect to the collaboration with the Vance Center and its work on the projects.
12. The Commission hereby designates Fanny Gomez, and the Vance Center designates Dina Stukanow, to act as its coordinator for the collaboration set forth here. Each will inform the other in writing of any change in that designation.
13. Nothing in this MOU constitutes an express or implied waiver of the privileges and immunities of the OAS or the GS/OAS, its personnel and its assets, in accordance with the OAS Charter, relevant agreements and pursuant to general principles and practices of international law.
14. Any dispute that arises in connection with the application or interpretation of this MOU shall be resolved by direct negotiation between the Parties. If the Parties are unable to reach a mutually satisfactory solution, they shall submit the matter to a mutually agreed upon procedure of arbitration. The decision shall be final and binding and not subject to appeal.
15. Modifications to this MOU may only be made by mutual agreement in writing by the duly authorized representatives of the Parties. The instruments in which the modifications are set out shall be attached as annexes to this MOU and shall form part of it.

R

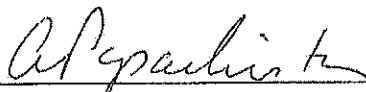
Agreed as of November 26, 2013 by the undersigned authorized representatives:

For the General Secretariat of
the Organization of American States:



Emilio Alvarez Icaza
Executive Secretary

For the Cyrus R. Vance Center for
International Justice:



Alexander Papachristou
Executive Director