Memorandum of Understanding on Institutional Cooperation

Between

The General Secretariat of the Organization of American States, through the Inter American Commission on Human Rights

And

The University of the West Indies (St. Augustine Campus, Trinidad and Tobago)

This Memorandum of Understanding on Institutional Cooperation is made between the General Secretariat of the Organization of American States (hereinafter referred to as "GS/OAS"), a public international organization, with headquarters at 1889 F. St. N.W., Washington, D.C., 20006, through the Inter American Commission on Human Rights (hereinafter referred to as "IACHR"), represented by the Executive Secretary, Mr. Emilio Alvarez-Icaza Longoria and The University of the West Indies (hereinafter referred to as "The UWI"), a regional institution established by Royal Charter on the 2nd day of April 1962, with its St. Augustine Campus located in Trinidad and Tobago and represented by the Campus Principal and Pro Vice Chancellor, Professor Clement Sankat, (hereinafter referred to as "the parties").

CONSIDERING:

1. That the IACHR is an organ of the Organization of American States (OAS) with a mandate to promote and protect human rights in the member States of the OAS;

2. That The UWI is a regional university of higher education learning and research, which has been charged with the mission of advancing education and creating knowledge through excellence in teaching, research, innovation, public service, intellectual leadership and outreach in order to support the inclusive (social, economic, political, cultural and environmental) development of the Caribbean region and beyond. The UWI is comprised of the Mona Campus situated at Mona in Kingston, Jamaica; the Cave Hill Campus situated at Cave Hill in Barbados; the
St. Augustine Campus situated at St. Augustine in Trinidad and Tobago and an Open Campus which serves seventeen countries within the Caribbean region inclusive of the three countries aforementioned;

3. That the Faculty of Law at The UWI St. Augustine Campus (“Faculty of Law UWI-STA”) is a faculty within The UWI providing legal education, training and legal advice and outreach;

4. That the parties consider that there is limited awareness or use made of the inter-American system of human rights (“the system”) by Caribbean lawyers, citizens and organizations in Caribbean Member States of the OAS. There is currently no systematic training on human rights of law students, civil society organizations or other organizations or institutions through the facility of the Faculty of Law UWI-STA in the system;

5. That the parties also consider that the Faculty of Law UWI-STA is institutionally positioned to assist the IACHR to enhance its understanding of Commonwealth Caribbean legal systems and human rights issues relating to Caribbean Member States of the OAS;

6. That the parties are desirous of cooperating institutionally to promote awareness of the system in the Caribbean and, more particularly, to educate law students and build the capacity of civil society organizations, other organizations and institutions in the inter-American system of human rights and to train them to utilize the system for the benefit of citizens of Caribbean Member States of the OAS;

7. That the parties are further desirous of cooperating institutionally to promote greater awareness by the IACHR of Commonwealth Caribbean legal systems and human rights issues relating to Caribbean Member States of the OAS and international human rights law;

8. That the parties are desirous of cooperating institutionally to support the operations of the International Human Rights Clinic and related programming of the Faculty of Law UWI-STA; and

9. That the GS/OAS is the central and permanent organ of the OAS and is authorized to carry out relations of cooperation in accordance with Article 112(h) of the Charter and OAS General Assembly Resolution AG/RES. 57 (I-O/71).

Having regard for the foregoing considerations, the parties agree:

ARTICLE I
PURPOSE

1.1 The purpose of this Memorandum of Understanding on Institutional Cooperation (hereinafter referred to as “Memorandum”) is to establish a framework for cooperation mechanisms between the parties that will be signed by both parties in the future to carry out specific activities and projects to promote the inter-American human rights system in the Caribbean region and promote greater awareness of Commonwealth Caribbean legal systems and human
rights issues relating to Caribbean Member States of the OAS.

ARTICLE II
WORKSHOPS/SEMINARS, INTERNSHIPS AND CONSULTATIONS

2.1 WORKSHOPS/SEMINARS

2.1.1 The IACHR will provide personnel to conduct such number of workshops/seminars for students and academic staff of the Faculty of Law UWI-STA and The University of the West Indies, civil society organizations or other institutions utilizing the services of the Faculty of Law UWI-STA and such other persons as the parties determine. By agreement, the parties shall also determine the scheduling of these workshops/seminars, together with their form and content.

2.1.2 The Faculty of Law UWI-STA will identify participants for these workshops/seminars and provide such facilities as the parties agree are reasonably necessary to conduct these workshops.

2.2 INTERNSHIPS

2.2.1 The IACHR will periodically offer unpaid internships at the Executive Secretariat of the IACHR to qualified law students proposed by the Faculty of Law UWI-STA, provided that such internships shall be governed by any prevailing rules and regulations for the time being established by the GS/OAS and/or the IACHR. Subject to this consideration, the parties may jointly determine the duration of any internship granted.

2.2.2 It is understood by the parties that internships are unpaid, therefore stipends or other payments may be made directly by the Faculty of Law UWI-STA or other institutions to persons selected as interns to cover their travelling and living expenses.

2.3 CONSULTATION

2.3.1 The Faculty of Law UWI-STA will make itself available for consultations by the IACHR, on matters related to Caribbean legal systems and human rights issues relating to Caribbean Member States, in such manner and at such frequency as the parties may determine.

ARTICLE III
SPECIAL COOPERATION RELATIONS

3.1 That the parties will endeavour, where possible, to cooperate in identifying and effectuating other projects, programs or activities aimed at strengthening their institutional cooperation in the areas of common interest described in Article 1.1.

3.2 Once the parties have determined what programs, projects and/or activities are to be implemented and the corresponding authorizations and funds have been obtained, the parties
shall conclude a supplementary agreement, memorandum of understanding or exchange of letters containing the applicable conditions for each program, project and/or activity. Each such supplementary agreement, memorandum of understanding or exchange of letters shall be signed by the duly authorized representatives of the parties.

3.3 Any supplementary agreements, memoranda of understanding or letters of agreement entered into pursuant to Article 3.2 above, shall be governed by the terms of this Memorandum, unless the Parties expressly provide otherwise in those instruments.

ARTICLE IV
FINANCIAL PROVISIONS

4.1 Without prejudice to what the parties may provide in the supplementary agreements, memoranda of understanding and/or exchange of letters entered into pursuant to this Memorandum for the joint implementation of programs, projects and/or activities, this Memorandum in and of itself does not create obligations of a financial nature for either of the parties.

ARTICLE V
COORDINATION AND NOTICE

5.1 Within the GS/OAS, the dependency responsible for coordinating GS/OAS activities under this Memorandum is the Executive Secretariat of the Inter American Commission on Human Rights and the Coordinator is Mr. /Mrs. /Ms. Marisol Blanchard, Human Rights Specialist. Notifications and communications should be directed to the Coordinator at the following street address, and electronic mail:

Marisol Blanchard
Inter-American Commission on Human Rights
1889 F Street, N.W.
Washington, D.C. 20006
United States of America
Tel.: (1-202) 370-4983

Electronic Mail: mblanchard@oas.org

5.2 The Office responsible within The Faculty of Law UWI-STA for coordinating the activities of the Faculty under this Memorandum is the Office of the Dean, and the Coordinator is Professor Rose Marie Antoine. Notifications and communications should be directed to the Coordinator at the following address and electronic mail address:

Prof. Rose-Marie B. Antoine
Dean, Faculty of Law
The University of the West Indies
St. Augustine Campus
5.3 All communications and notifications under this Memorandum will be validly made only when they are sent by mail, facsimile, or electronic mail addressed to the Coordinators whose names are set out in Articles 5.1 and 5.2, above. When the communications and notifications are transmitted by electronic mail, they shall be valid when they are sent directly from the electronic address of the Coordinator of one of the parties to the electronic address of the Coordinator of the other.

5.4 Either party may change the responsible dependency, the designated Coordinator, the address, telephone, fax or electronic mail indicated by notifying the other party in writing.

ARTICLE VI
PRIVILEGES AND IMMUNITIES

6.1 Nothing in this Memorandum constitutes an express or implied waiver of the privileges and immunities of the OAS, the GS/OAS, their personnel, and their assets, in accordance with the OAS Charter, relevant agreements, applicable national law, or the general principles and practices of international law.

ARTICLE VII
DISPUTE RESOLUTION

7.1. Any dispute or complaint that may arise in conjunction with the application or interpretation of this Memorandum, or supplementary agreements, memoranda of understanding or exchange of letters pursuant to Article 3.2, above, shall be settled by direct negotiations between the parties. If a solution satisfactory to both parties cannot be reached, then the Parties shall submit their differences to arbitration pursuant to the Arbitration Rules of the United Nations Commission on International Trade Law (“UNCITRAL”) or of the Inter-American Commercial Arbitration Commission (“IACAC”) currently in effect. The place of arbitration shall be Washington D.C., U.S.A. The language in the proceedings shall be English unless the parties agree otherwise. The three arbitrators or, as the case may be, the one arbitrator shall decide the dispute as amiable compositeur or ex aequo et bono. The arbitrator’s decision shall be final, binding and not subject to appeal.

7.2 The law applicable to the arbitration proceedings and to this Memorandum shall be the law of the District of Columbia, USA.

ARTICLE XIII
GENERAL PROVISIONS

8.1 The parties agree to observe the highest ethical standards and administrative transparency in all actions and activities related to this Memorandum. In addition, the GS/OAS, to the extent applicable and without prejudice to its privileges and immunities referred to in Article VI, and
the Faculty of Law UWI-STA agree to comply with the provisions of the Inter-American Convention Against Corruption and in the applicable norms of the country in which the programs, project and/or activities are executed in accordance with Article 3.2. Failure to comply with this provision shall constitute grounds for anticipatory termination of this Memorandum, pursuant to Article 8.3.

8.2 Modifications to this Memorandum 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 Memorandum and shall form part of it.

8.3 That the Memorandum shall enter into force upon signature by the duly authorized representatives of the parties and shall remain in force for an initial period of two years after which it will be automatically renewed for the same duration; provided that either party may terminate this Memorandum by written notice from one to the other with not less than one month notice. The parties agree that any termination shall be prospective, and not operate so as to prejudice or terminate any activities that are already in process prior to and up to the date of termination of this Memorandum. Also, termination of this Memorandum shall not affect any supplementary agreements, memoranda of understanding and letters referred to in Article 3.2 that the parties have signed and that have been duly financed, which shall be continued to completion unless the parties mutually decide otherwise.

8.4 Articles VI and VII shall survive the expiry or the termination of this Memorandum.

THE PARTIES TO THIS MEMORANDUM THROUGH THEIR DULY AUTHORIZED REPRESENTATIVES HAVE SET THEIR RESPECTIVE HANDS THE DAY AND YEAR HEREINAFTER WRITTEN

For the Inter-American Commission on Human Rights

Emilio Alvarez-Icaza Longoria
Executive Secretary
15/06/2015

For The University of the West Indies, St. Augustine Campus

Professor Clement Sankat
Pro Vice Chancellor and Campus Principal

Date

Date