COOPERATION AGREEMENT
BETWEEN
THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES
AND
UNIVERSIDADE FEDERAL DO PARÁ

THE PARTIES TO THIS COOPERATION AGREEMENT (hereinafter “Agreement”), the General Secretariat of the Organization of American States (hereinafter “GS/OAS”), a public international organization with headquarters at 1889 F Street NW, Washington D.C. 20006, through the Executive Secretariat of the Inter-American Commission on Human Rights (hereinafter “IACHR”), represented by Dr. Emilio Álvaro-Icaza Longoria and Universidade Federal do Pará (hereinafter “UFPA”), a federal university, located at Rua Augusto Corrêa, nº 1 - Guamá, Belém - PA, 66075-110, Brazil, represented by Dr. Horacio Schneider.

CONSIDERING:

That the Inter American Commission on Human Rights has the principal function of promoting the observance and defense of human rights in the Americas;

That the promotion of human rights in the hemisphere requires partnerships with different actors, including academic institutions;

That the Universidade Federal do Para has a very important mandate to promote human rights;

That a Cooperation Agreement would be of mutual benefit and would serve to establish enduring ties between the institutions, and

That the GS/OAS is the central and permanent organ of the Organization of American States (hereinafter “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),

HAVE AGREED to enter into this Agreement.
ARTICLE I
PURPOSE

1.1. The purpose of this Agreement is to establish a framework for cooperation mechanisms between the Parties.

ARTICLE II
SPECIAL COOPERATION RELATIONS

2.1. The Parties shall give consideration to developing special cooperation relations in areas of common interest through supplementary agreements, memoranda of understanding, or an exchange of letters in accordance with Article 3.1 of this Agreement which shall take into account:

a. The exchange of faculty, professionals, and/or qualified people to give courses, seminars, conferences, and any other academic activity, as well as to research;

b. The exchange of documents and publications;

c. The exchange of technical information, including bibliographies, studies, and statistics regarding topics of mutual interest for the Parties;

d. The development of collaborative research in areas of mutual interest; and

e. Training of professionals who work with human rights and operate with the Inter-American Human Rights System.

2.2. Any supplementary agreements, memoranda of understanding, or letters of agreement entered into pursuant to Article 3.1 below, shall be governed by the terms of this Agreement, unless the Parties expressly provide otherwise in those instruments.
ARTICLE III
IDENTIFICATION AND IMPLEMENTATION OF PROGRAMS, PROJECTS, AND/OR JOINT
ACTIVITIES

3.1. 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 and should specify
in detail, the following:

a. The agreed-upon program, project and/or activity;

b. The objectives sought;

c. The dependencies of each of the Parties that will execute the program,
project and/or activity;

d. The work plan: stages, planning, and chronology of development;

e. The budget and the human and material resources required by the
program, project, and/or activity, specifying the financial responsibilities
and contributions of each Party (indicating the nature and the amount),
the schedule of the contributions and, as required, the property of the
material resources that are acquired;

f. A provision relating to the coordination, notification and follow-up of the
program, project, and/or activity; and

g. A provision acknowledging this Agreement as the programmatic and
juridical framework for the program, project, or activity.

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 Agreement for the joint implementation of programs, projects, and/or activities, this
Agreement 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 Agreement is the Executive Secretariat of the IACHR and the Coordinator is Ms. Marisol Blanchard, Human Rights Specialist. Notifications and communications should be directed to the Coordinator at the following street address, fax and electronic mail:

Marisol Blanchard
Human Rights Specialist
Inter-American Commission on Human Rights
General Secretariat of the Organization of American States
1889 F Street, N.W.
Washington, D.C. 20006
United States of America
Tel.: (1-202) 370-4983
Fax: (1-202) 458-3992
Electronic Mail: mblanchard@oas.org

5.2. The dependency responsible within the UFPA for coordinating the activities under this Agreement is the Laboratório de Justiça Global na Amazônia (hereinafter “LAJUSA”) and the Coordinator is Mrs. Paula Regina Arruda de Azevedo, University Professor and researcher in Human Rights. Notifications and communications should be directed to the Coordinator at the following street address and electronic mail:

Paula Regina Arruda de Azevedo
Coordinator of LAJUSA
Rua Augusto Corrêa, nº 1 - Guamá, Instituto de Ciências Jurídicas (ICJ/UFPA), Segundo Andar, Secretaria do Programa de Pós-Graduação em Direito (PPGD/UFPA)
Belém, PA, 66075-110
Brazil
Electronic Mail: paularruda_pa@yahoo.com.br

5.3. All communications and notifications under this Agreement will be validly made only when they are sent by mail 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 Agreement constitutes an express or implied waiver of the privileges and immunities of the OAS or the GS/OAS, its personnel and its assets pursuant to the following provisions and instruments ratified by the Government of the Federative Republic of Brazil: Articles 133, 134 and 136 of the OAS Charter, whose instrument of ratification was deposited by the Government of the Federative Republic of Brazil the 13 of March of 1950; the Agreement between the General Secretariat of the Organization of American States and the Government of the Federative Republic of Brazil regarding the Financing of the Office of the General Secretariat of the Organization of American States, its Obligations, Privileges and Immunities, signed on 23 of February of 1988; and the Agreement on Privileges and Immunities of the Organization of American States, whose instrument of ratification was deposited by the Government of the Federative Republic of Brazil on 22 of October of 1965.

ARTICLE VII
DISPUTE RESOLUTION

7.1. Any dispute or complaint that may arise in conjunction with the application or interpretation of this Agreement, or supplementary agreements, memoranda of understanding, or exchange of letters pursuant to Article 3.1, 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") 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 Agreement and arbitration proceedings shall be mutually agreed upon by the Parties.

ARTICLE VIII
GENERAL PROVISIONS

8.1. The Parties agree to observe the highest ethical standards and administrative transparency in all actions and activities related to this Agreement. In addition, the GS/OAS, to
the extent applicable and without prejudice to its privileges and immunities referred to in Article VI, and UFPA 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 3.1. Failure to comply with this provision shall constitute grounds for anticipatory termination of this Agreement, pursuant to Article 8.4.

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

8.3. This Agreement shall enter into force upon signature by the duly authorized representatives of the Parties and shall remain in force for 5 years.

8.4. This Agreement may be terminated by mutual consent or by either of the Parties by written notice from one to the other with not less than thirty days notice. Notwithstanding the termination of this Agreement, the supplementary agreements, memoranda of understanding and letters referred to in Article 3.1 that the Parties have signed and that have been duly financed shall be continued to completion unless the Parties mutually decide otherwise.

8.5. Articles VI and VII shall survive the expiry or the termination of this Agreement.

IN WITNESS WHEREOF, the undersigned, being duly authorized, have signed this Agreement in duplicate on the date and at the place indicated below:

FOR UNIVERSIDADE FEDERAL DO PARÁ

FOR THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES:

_________________________________________  __________________________________________
Horacio Schneider     Emilio Alvarez-Icaza Longoria
Vice Rector of Universidade Federal do Pará  Executive Secretary of the Inter-American Commission on Human Rights
Place:                Place: Washington, D.C.
Date:                Date: August 10, 2016